

City Council Regular Meeting  
Tuesday, February 21, 2023 7:00 PM  
Council Chambers  
2500 14 Street  
Columbus, NE 68601

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

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

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**NEBRASKA OPEN MEETINGS ACT**

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**84-1407. Act, how cited.**

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

**Source:** Laws 2004, LB 821, § 34.

**84-1408. Declaration of intent; meetings open to public.**

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

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

**Annotations**

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

**84-1409. Terms, defined.**

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

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

**Operative Date: July 21, 2022**

**Annotations**

- A township is a political subdivision, and as such, a township board is subject to the provisions of the public meetings laws. *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- A county agricultural society is a public body to which the provisions of the Nebraska public meetings law are applicable. *Nixon v. Madison Co. Ag. Soc'y*, 217 Neb. 37, 348 N.W.2d 119 (1984).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of

having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).

- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- Although the Open Meetings Act does not define "subcommittee," a subcommittee is generally defined as a group within a committee to which the committee may refer business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- The Open Meetings Act does not require policymakers to remain ignorant of the issues they must decide until the moment the public is invited to comment on a proposed policy. By excluding nonquorum subgroups from the definition of a public body, the Legislature has balanced the public's need to be heard on matters of public policy with a practical accommodation for a public body's need for information to conduct business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- As an administrative agency of the county, a county board of equalization is a public body. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- The electors of a township at their annual meeting are a public body under the Open Meetings Act. *State ex rel. Newman v. Columbus Township Bd.*, 15 Neb. App. 656, 735 N.W.2d 399 (2007).
- The meeting at issue in this case was a "meeting" within the parameters of subsection (2) of this section because it involved the discussion of public business, the formation of tentative policy, or the taking of any action of the public power district. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).
- Informational sessions in which the governmental body hears reports are briefings. *Johnson v. Nebraska Environmental Control Council*, 2 Neb. App. 263, 509 N.W.2d 21 (1993).

**84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.**

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

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

**Annotations**

- There is no absolute discovery privilege for communications that occur during a closed session. *State ex rel. Upper Republican NRD v. District Judges*, 273 Neb. 148, 728 N.W.2d 275 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- The public interest mentioned in this section is that shared by citizens in general and by the community at large concerning pecuniary or legal rights and liabilities. *Grein v. Board of Education*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Hearing in closed executive session was contrary to this section since there was no showing of necessity or reason under subdivision (1)(a), (b), or (c), but did not result in reversal of board decision. *Simonds v. Board of Examiners*, 213 Neb. 259, 329 N.W.2d 92 (1983).
- Negotiations for the purchase of land need not be conducted at an open meeting but the deliberations of a city council as to whether an offer to purchase real estate

should be made should take place in an open meeting. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).

- Public meeting law was not violated where the Board of Regents of the University of Nebraska voted to hold a closed session to consider the university president's resignation, and also discussed the appointment of an interim president during such session. *Meyer v. Board of Regents*, 1 Neb. App. 893, 510 N.W.2d 450 (1993).

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

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

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

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or

(ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a

recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the

public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413.

(8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if:

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

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

(c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

**Source:** Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13.

**Note:** The Revisor of Statutes has pursuant to section 49-769 correlated LB742, section 1, with LB908, section 1, and LB922, section 13, to reflect all amendments.

**Note:** Changes made by LB742 and LB908 became effective July 21, 2022. Changes made by LB922 became operative July 21, 2022.

### **Cross References**

- **Intergovernmental Risk Management Act**, see section 44-4301.
- **Interlocal Cooperation Act**, see section 13-801.
- **Joint Public Agency Act**, see section 13-2501.

- **Municipal Cooperative Financing Act**, see section 18-2401.

#### **Annotations**

- Under subsection (1) of this section, the Legislature has imposed only two conditions on the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

**84-1412. Meetings of public body; rights of public; public body; powers and duties.**

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

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

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

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

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

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

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

**Annotations**

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

**84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.**

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs

earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

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

**Effective Date: July 21, 2022**

**Annotations**

- If a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before taking actions on questions or motions pending, that person waives his or her right to object at a later date. *Hauser v. Nebraska Police Stds. Adv. Council*, 264 Neb. 944, 653 N.W.2d 240 (2002).
- Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous meeting so as to make them speak the truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. *State ex rel. Schuler v. Dunbar*, 214 Neb. 85, 333 N.W.2d 652 (1983).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943,

and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).

- There is no requirement that a public body make a record of where notice was published or posted. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

**84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.**

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

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

**Annotations**

- The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. *Schauer v. Grooms*, 280 Neb. 426, 786 N.W.2d 909 (2010).

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

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Source: [http://nebraskalegislature.gov/laws/display\\_html.php?begin\\_section=84-1407&end\\_section=84-1414](http://nebraskalegislature.gov/laws/display_html.php?begin_section=84-1407&end_section=84-1414)

Date: July 2022

**2. PRAYER**

**3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

**4. CONSENT AGENDA - The following items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.**

4.A. Minutes of February 6, 2023, City Council meeting.

PROCEEDINGS OF CITY COUNCIL  
February 6, 2023

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on February 6, 2023, at 7 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 on February 1, 2023, 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, John Lohr, Kat Lopez, 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 Property Director Doug Moore, Library Director Karen Connell, Communications Manager Matt Lindberg, and Account Clerk II/Records Clerk II Linda Nickeson.
2. **PRAYER:** Augustine-Schulte led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was sung and the Pledge of Allegiance was recited.

Bulkley introduced the city's new communications manager, Matt Lindberg. Lindberg thanked the mayor and said he looks forward to serving the community.

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 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 Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
- 4.A. **Minutes of January 16, 2023, City Council meeting.**

- 4.B. Reappointment of Ken Kurtenbach to Joint Communications Center Committee for four-year term.**
- 4.C. Resolution No. R23-16 approving lease agreement with Loup River Public Power District for use of an "H" beacon for airport.** Resolution No. R23-16 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LEASE AGREEMENT WITH LOUP RIVER PUBLIC POWER DISTRICT FOR USE OF AN "H" BEACON FOR THE 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 OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.
- 4.D. Resolution No. R23-17 approving Maintenance Agreement No. 8 with Nebraska Department of Transportation for maintenance of state highway system in city limits.** Resolution No. R23-17 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING MAINTENANCE AGREEMENT NO. 8 WITH NEBRASKA DEPARTMENT OF TRANSPORTATION FOR THE PERIOD JANUARY 1, 2023 TO DECEMBER 31, 2023, SETTING THE MAINTENANCE RESPONSIBILITIES OF THE CITY AND THE STATE REGARDING THOSE PORTIONS OF THE STATE HIGHWAY SYSTEM THAT LEAD INTO AND TRAVEL THROUGH THE CITY OF COLUMBUS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.
- 4.E. Resolution No. R23-18 approving agreement with International Association of Plumbing and Mechanical Officials to administer plumbing exams.** Resolution No. R23-18 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE ADMINISTRATIVE SERVICES AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.
- 4.F. Resolution No. R23-19 approving agreement with Behlen Towing, LLC for towing services.** Resolution No. R23-19 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH BEHLEN TOWING, LLC FOR TOWING SERVICES FROM FEBRUARY 1, 2023, THROUGH JANUARY 31, 2024, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN

BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

- 4.G. Resolution No. R23-20 approving agreement with Mike's Towing, LLC for towing services.** Resolution No. R23-20 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH MIKE'S TOWING, LLC FOR TOWING SERVICES FROM FEBRUARY 1, 2023, THROUGH JANUARY 31, 2024, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.
- 4.H. Resolution No. R23-21 authorizing payment of various improvement projects.** Resolution No. R23-21 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 CAPITAL CITY ELECTRIC, INC., PAWNEE PARK BASEBALL LIGHTING, \$32,588.80; RUTJENS CONSTRUCTION, LOST CREEK PARKWAY SEWER, \$336,813.12.
- 4.I. Payroll and bills on file.** B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grants; M=Membership; R=Refund; S=Service & Supplies; T=Training; 2/03/23 Payroll \$733,109.41; 911 Custom 95.00 S; A&J Guns 279.90; Ace Hardware 857.31 S; Advance Auto 1,306.41 S; Ag Spray Eq 607.81 S; Amazon 649.72 S; American Red Cross 176.00 T; Aqua-Pure 6,351.43 S; Arnold Motor 502.46 S; AVI Sys 16,980.39 CP; AXON 5,499.50 S; Best Version Media 152.00 S; BGNE 197.58 S; Big Red Printing 88.88 S; Blackstrap 3,352.00 S; Blue to Gold 545.00 S; Bomgaars 1,636.15 S; Bound Tree Med 1,084.70 S; R&N Brunken 36.27 R; BS&A Sftwr 7,007.00 S; BSN Sports 134.12 S; BVH Architecture 26,162.94 CP; Capital Bsn Sys 60.70 S; Capital 1-Walmart 845.86 S; Capital City Elec 32,768.80 CP; Casey's Mail Serv 4,848.83 S; E Castellano 332.25 T; Cntr for Municipal Sltns 50.00 S; Center Point LP 94.08 S; Cntrl Sand 586.89 S; Choppers 125.00 S; Clark Eq 1,688.76 CP; Col Area Chamber 900.00 S; Col Bsbll Assoc 300.00 S; Col Comm Hosp 1,497.60 S; Col Custom Emb 369.00 S; Col Scrn Prnt 1,200.00 S; Commonwealth Elec 4,288.00 S; Culligan 118.96 S; Cutting Edge 215.00 S; Daktronics 525.00 S; Danko 15,765.50 CP; DAS St Acc 1,471.99 S; Dept of Vet 1,133.63 S; DJ Gongol 22.78 S; Eakes 4,606.36 S; Ed M. Feld Eq 7.50 S; Ed Serv Unit #7 212.40 S; Electric Pump 9,295.63 S; Electrical Eng 427.71 S; Electronic Eng 730.65 S; Enterprise Electric 54.44 S; Fastenal 75.21 S; First Impr 1,802.96 S; Frontier 90.91 S; Full Throttle 9,984.71 S; Gale 620.12 S;

PROCEEDINGS OF CITY COUNCIL

February 6, 2023

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Galls 1,358.25 S; Gene Steffy 75.00 S; Ginger Moon 40.00 S; Graybar Elect 684.42 S; Great Plains Comm 1,412.90 S; Grimes Asphalt 2,134.80 S; HAAS 1,197.00 S; HACH Com 175.67 S; Hawkins 6,161.78 S; Heiman 875.00 S; Hmtwn Leasing 175.00 S; Humphrey Dem 29.00 S; Ingram Libry 2,557.59 S; Intrntnl Code 145.00 S; Intrst Battery Sys 141.95 S; Jackson Serv 2,846.82 S; Jay's Body Shop 1,706.07 S; JEO 9,618.80 CP; John Deere Finan 128.23 S; Jon Koch 625.00 S; Kelly Sup 2,871.55 S; LARM 13.82 S; P Laska 65.17 E; Lawson 826.97 S; League of NE Municip 1,341.00 T; G Leffers 43.27 R; Leica Geosys 3,052.31 CP, Lbry Frntr 171,522.00 CP; M&O 2,260.00 S; Matheson-Linweld 122.29 S; Menards 4,470.89 S; Mid-American Rsrch 1,753.82 S; Midco Diving 1,846.00 S; MidWst Glass 24.00 S; MidWst Service 1,343.80 S; MidWst Tape 92.94 S; MidWst Turf 1,046.39 S; Mike's Towing 500.00 S; Moms & Mops 400.00 S; Motion Ind 2,529.37 S; Motorola Sol 160,565.20 CP; Municipal Pipe Tool 1,620.74 S; NDEE 300.00 S; NE Dept. of Transprt 3,025,000.00 CP; NE Harvestore Sys 1,223.67 S; NE Law Enforce 360.00 T; NE Pub Health 501.00 S; Newman Signs 1,362.96 S; NE Comm College 2,532.00 T; NE NE Clerks Assoc 40.00 M; NE NE Economics 75.00 S; NE NE Solid 108,745.19 S; NW Elect 26.66 S; Noswett Fencing 96.00 S; Novicki Fire Pre 340.00 S; Occup Hlth 171.00 S; Olson's Pest 835.10 S; Otte Elect 161.32 S; Pete Lien & Sons 20,449.46 S; Petty Cash 15.00 S; Platte Valley Precast 4,830.00 CP; Pwr Plan 299.64 S; Pwr Tech 8,169.94 S; Prestox 57.63 S; Quadient 1,000.00 S; Reardon 90.59 S; Rey Freeman Comm Cnslt 2,577.24 CP; Road Bldrs 2,251.20 S; Rutjens Const 336,813.12 CP; Rutt's Heating 749.10 S; J&D Schmidt 400.00 R; Schwing Bioset 2,762.35 S; Security Eq 134.50 S; Servicemaster 6,583.00 S; Shelby Fire Dept 40.00 M; Shevlin Sup 599.81 S; Sirius Comp Sol 16,572.13 CP; Speedy Metals 157.77 S; St Fire Marshal Tr 550.00 T; St NE Dept Rev 43,327.17 S; Stericycle 1,061.33 S; Sysco 9,958.28 S; W Taylor 31.00 T; T-Bone 11,935.42 S; Technimount Sys 585.00 S; C Thomas 14.67 R; Tire Outlet 1,594.00 S; Too Fast Sup 1,867.61 S; Truck Ctr Co 1,987.36 S; Turfwerks 349.15 S; U & I 135.00 S; Unvrsty of NE 185.00 T; USA Blue Bk 2,007.48 S; Van Wall Eq 123.81 S; Verizon 41.23 S; Verizon Wireless 2,220.29 S; WT Pt Implement 45.60 S; Wstrn Filtration Tech 995.48 S; York Co Comm Cntr 356.40 T; TOTAL \$4,920,022.68.

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

6. **SPECIAL PRESENTATIONS:**

6.A. **Annual report from Library Board.** Connell, on behalf of the Library Board, reviewed the financials, reported on activities and services provided by the library, and gave an update on the progress of the community building project.

7. **PUBLIC HEARINGS:**

7.A. **Public hearing - Citizen's Advisory Review Committee report of activities in accord with the Columbus Economic Development Plan.** Vasicek

reported on the financial status of the progress and jobs growth fund and said one loan and three grants were issued in the past six months with an agreement pending on an additional grant. The public hearing closed with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, 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 Envisionware in the amount of \$19,156.40 for software and equipment for public use at library.** The quote from Envisionware for software and equipment for the library was accepted with a motion by Augustine-Schulte and a second by Lopez. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 13.B. **Quote from Electronic Engineering in the amount of \$33,729.85 for equipment for three police vehicles.** The quote from Electronic Engineering for equipment for police vehicles was accepted with a motion by Roth and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 13.C. **Application of American Heart Association, Inc. for special designated liquor license at 265 33 Avenue on March 2, 2023, for fundraiser.** The application of American Heart Association, Inc. for a special designated liquor license was approved with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 13.D. **Certificate of costs, apportionment of costs, and preliminary assessment schedules for Street Improvement District No. 185 (east 14 Avenue from 23 Street to the north corporate limits) and Storm Water Sewer District No. 10 (Frontier Park Regional Storm Water Treatment and Detention Facility).** The certificate of costs, apportionment of costs, and preliminary assessment schedules for Street Improvement District No. 185 and Storm Water Sewer District No. 10 were approved with a motion by Augustine-Schulte and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 13.E. **Comments from mayor and city council members.** Augustine-Schulte

commended staff for the informational reports included in the monthly activity packet. She also referred to Catholic Schools Week and noted that parochial schools provide a substantial savings to taxpayers by easing the property tax burden that supports public schools. Lohr announced his resignation from the city council due to personal reasons and said he has enjoyed serving the community the past few years. Bulkley expressed appreciation to Lohr for his many years of service and invited anyone in the fourth ward to contact him within one month if they are interested in filling the vacant seat. Bulkley referred to a recent trip that he, Vasicek, members of the Columbus Area Chamber of Commerce, and Council Member Kat Lopez along with her sister, on behalf of Centro Hispano, took to Washington D.C. to visit with Congressmen Smith, Bacon, and Flood, as well as Senators Fischer and Ricketts to discuss housing, labor, child care, immigration and other issues that affect Columbus. He assured everyone that the voice of Columbus was heard in Washington D.C. and the Congressional delegation is fully aware of the community's needs. Bulkley reported that after a long delay for delivery of parts, the traffic signal at 23 Street and 36 Avenue is expected to be functional within the next two weeks.

**14. RESOLUTIONS:**

**14.A. Resolution No. R23-22 setting Monday, March 20, 2023, from 6:15 pm to 6:45 pm when the mayor and council shall sit as a Board of Equalization to equalize and levy special assessments for Street Improvement District No. 185 (East 14 Avenue from 23 Street to north corporate limits) and Storm Water Sewer District No. 10 (Frontier Park Regional Storm Water Treatment and Detention Facility).** Resolution No. R23-22 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPOINTING THE DAY AND TIME WHEN THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SHALL SIT AS A BOARD OF EQUALIZATION TO EQUALIZE AND LEVY SPECIAL ASSESSMENTS was adopted with a motion by Roth and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

**14.B. Resolution No. R23-23 selecting design-build delivery system for Pawnee Park football field turf replacement and designating City Engineer Rick Bogus to serve as Performance Criteria Developer.** Resolution No. R23-23 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SELECTING DESIGN-BUILD DELIVERY SYSTEM FOR PAWNEE PARK MEMORIAL STADIUM FOOTBALL FIELD TURF REPLACEMENT PROJECT AND DESIGNATING RICK BOGUS, CITY ENGINEER, TO SERVE AS PERFORMANCE CRITERIA DEVELOPER IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 13-2901 THROUGH 13-2914, REISSUE REVISED STATUTES OF NEBRASKA, 1943, AS AMENDED was adopted with a motion by Schilling and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling

voted "Aye" and none voted "Nay".

- 14.C. Resolution No. R23-24 approving an agreement with Kirkham Michael & Associates, Inc. for design and bid phase services in an amount not to exceed \$141,223.66 for Eight Place T Hangar project.** Resolution No. R23-24 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT WITH KIRKHAM MICHAEL & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$114,223.66 FOR DESIGN AND BIDDING PHASE SERVICES FOR AIRPORT IMPROVEMENT PROGRAM PROJECT NO. 3-21-0019-017, EIGHT PLACE T HANGAR PROJECT, COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS was adopted with a motion by Jablonski and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

**15. ORDINANCES ON FIRST READING:**

- 15.A. Ordinance No. 23-01 repealing Ordinance No. 21-45 that created a downtown public entertainment district.** The rules were suspended and Ordinance No. 23-01 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTIONS 112.22, 112.24, AND 125.25 OF CHAPTER 112 OF TITLE XI OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO REMOVE PUBLIC ENTERTAINMENT DISTRICTS, AND REPEALING ORDINANCE NO. 21-45 WHICH HAD CREATED THE "DOWNTOWN PUBLIC ENTERTAINMENT DISTRICT"; 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 Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 23-01 was adopted with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

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

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

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

**19. UNFINISHED BUSINESS:** None

PROCEEDINGS OF CITY COUNCIL

February 6, 2023

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**20. ADJOURNMENT:** The meeting adjourned at 7:29 p.m.

Presented and approved this 21 day of February, 2023.

OFFICE OF THE CITY CLERK

:Janelle Kline

4.B. Quote from Kidwell in the amount of \$10,509.00 for additional phones for community building.

**Information Technology**

☎ 402-562-4242

📠 402-562-4265

@ it@columbusne.us



**City of Columbus**

**City Hall**

2424 14<sup>th</sup> St.

P. O. Box 1677

Columbus, NE 68602

# MEMORANDUM

**DATE:** 2/8/2023  
**TO:** City Administrator / Mayor / City Council  
**FROM:** Matt Soukup, Computer Network Technician  
**RE:** Additional Phones for Community Building

**RECOMMENDATION:**

I recommend the approval to purchase desk phones, conference phones, licensing, and implementation services for the Community Building with a cost of \$10,509.00.

**DISCUSSION:**

Additional phones are needed for the increase of workstations and conference rooms in the Community Building.

**FISCAL IMPACT:**

Initial cost will be \$10,509.00.

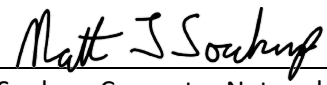
**CONCURRENCE:**

None at this time.

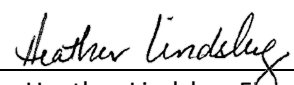
**ALTERNATIVES:**

Staff makes no alternative recommendation.


**SIGNATURE:**

**By:** \_\_\_\_\_  


Matt Soukup, Computer Network Technician

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


Heather Lindsley, Finance Director

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


Tara Vasicek, City Administrator

**Customer:**

City of Columbus  
Matt Soukup  
2424 14th St Box 1677  
Columbus, NE 68602.00

**Prepared by:**

Greg Jones  
gjones@kidwellinc.com  
402-475-9151

## Project: Phones/Licenses - New Community Bldg



**Description:**

	Qty
6930 IP Phones	8
6970 IP Conference Phones	6
UCCv4.0 Standard User for MiVoice Business License	8
MiVoice Bus License - Enterprise User	6
6900 Wallmounts	2
Freight	1
Kidwell Telephony Implementation Services	

**Please Note:**

- Directly Ship to Matt  
2424 14th Street  
Columbus, NE 68601

<b>Sourcewell Phone System/Items Pricing Total:</b>	\$8,020.80
<b>Proposal Grand Total:</b>	\$10,509.00

**Terms:**

- Sales tax has not been included
- 50% Deposit is due on signature on all proposals above \$5,000
- Accounts not paid within thirty days are subject to a finance charge of 1% monthly, and an annual rate of 12%.
- ADDITIONAL FEES WILL APPLY IF PAYMENT IS MADE BY CREDIT CARD

### Approval:

**Shawn Phillips** / **2/8/2023**

Authorized Kidwell Signature / Date

\_\_\_\_\_  
Authorized Customer Signature / Date

4.C. Quote from Downey Drilling Inc. in the amount of \$17,525.00 for treatment and inspection related to Water Production Well #2.



The City of **Columbus**

**PUBLIC WORKS DEPARTMENT**  
Utility Billing • Water Production • Water/Sewer Utility • Wastewater • Streets • MSW Transfer Station  
402-562-4286 [www.columbusne.us](http://www.columbusne.us)

## MEMORANDUM

**DATE:** February 14, 2023  
**TO:** City Administrator / Mayor / City Council  
**FROM:** Chuck Sliva, Public Works Director  
**RE:** Accept Quote for Cleaning, Treatment and Inspection of Water Production Well #2

**RECOMMENDATION:** Recommend that the City Council accept the quote from Downey Drilling Inc (Kearny, NE) for treatment and inspection related to Water Production Well #2, in the amount of \$17,525.00.

**DISCUSSION:** As part of an operational inspection of Water Production Well #2, it was noted the production and pumping rates have dropped over the past two years to an undesirable level.

The city has over the past 5 years developed a relationship with Downey, having provided routine and emergency services to the City's water production wells at consistently lower quotes. In prior quotes for these services, the city received inconsistent workmanship and degrees of level of service when using various vendors, therefore, the request to sole source these services at this time. The work involved will include treatment and inspection, at this time we believe that all equipment components are in good shape.


**FISCAL IMPACT:** There are funds available within the 2022-2023 Well Maintenance Fund, for these needed repairs and maintenance.

**CONCURRENCE:** Jake Wacha, Water Utility Superintendent

**SIGNATURE:**

**By:** \_\_\_\_\_ Chuck Sliva \_\_\_\_\_  
Chuck Sliva, Public Works Director

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

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



# DOWNEY DRILLING, INC.

## PROPOSAL AND ACCEPTANCE

Lexington, NE 68850      Kearney, NE 68847      Garden City, KS 67846  
(308)-324-2303      (308)-237-9283      (620)-277-7971

TO: **City of Columbus**

Address: **Well #2**

LEGAL:

MOBILIZATION AND PERDIEM	-
PRE TEST, REMOVE PUMP, AND INSPECT	\$1,500
SONAR JET WELL WITH 2 SHOTS AND PUMP OFF	\$2,300
VIDEO WELL SURVEY	\$2,200
INJECT CHEMICAL TREATMENT #1	\$850
SURGE BLOCK WELL	\$8,075
PUMP OFF AND NEUTRALIZE CHEMICALS WITH DDI SUPPLIED PUMP	-
MIX AND INJECT TREATMENT #2 (HYPO) AND SURGEBLOCK	-
SET CUSTOMERS PUMP AND TEST	\$2,600

AFTER PUMP ASSEMBLY IS PULLED AND INSPECTED ALL NECESSARY  
REPAIRS WILL BE QUOTED

TOTAL		
NE SALES TAX	NOT INCLUDED	\$ 17,525.00
TOTAL		\$ 17,525.00

**Grand Total** \$ 17,525.00

Full payment due 30 days after invoice.

Material prices subject to change until contract signed and accepted.

By: Adam Messenger

Dated this **2ND** day of **FEB** **2023**

The undersigned, buyer, hereby accepts the proposa

\_\_\_\_\_  
Dated this      day of

4.D. Quote from USA Bluebook in the amount of \$13,110.62 for replacement UV spectrophotometer for Public Works department.



# City of Columbus Quote Sheet for Purchases

Department: Wastewater Treatment

Charge to Account Number: 500-501-57510-23039

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: 2/9/2023 Time: \_\_\_\_\_

Vendor Name: USA BLUEBOOK

Vendor Employee Name: Brittany Potenza

Telephone: 847-887-0111

Quote For: (1) DR6000 UV VIS Spectrophotometer with RFID Technology

Quote Includes:	Item Totals:
DR6000 UV VIS Spectrophotometer with RFID Technology	\$13,076.00
Freight	\$34.62
<b>Total:</b>	<b>\$13,110.62</b>

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

Delivery Date: 2-4 Weeks Shipped By: USA BLUEBOOK

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

Tax Excluded

City Employee Obtained Quote: Marty Eaton

# City of Columbus Quote Sheet for Purchases

Department: Wastewater Treatment

Charge to Account Number: 500-501-57510-23039

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: 2/9/2023 Time: \_\_\_\_\_

Vendor Name: Hach

Vendor Employee Name: Tim Talley

Telephone: 515-587-0007

Quote For: (1) DR6000 UV VIS Spectrophotometer with RFID Technology

Quote Includes:	Item Totals:
DR6000 UV VIS Spectrophotometer with RFID Technology	\$14,645.12
<b>Total:</b>	<b>\$14,645.12</b>

Quote Excludes:  
Shipping

Delivery Date: 1-2 Weeks Shipped By: Hach

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

Tax Excluded

City Employee Obtained Quote: Marty Eaton

4.E. Quote from M&M Trailer Sales in the amount of \$15,375.00 for trailer for Public Works Department.



The City of  
Columbus, Nebraska

**PUBLIC WORKS DEPARTMENT**

• Utility Billing • Water Production • Water/Sewer Utility • Wastewater •  
Streets • MSW Transfer Station  
Phone: 402-562-4260  
Fax: 402-562-4265  
[www.columbusne.us](http://www.columbusne.us)

**MEMORANDUM**

**DATE:** February 15, 2023  
**TO:** City Administrator/Mayor/City Council  
**FROM:** Chuck Sliva, Public Works Director  
**SUBJECT:** Purchase of 24000 # Rated, Tilt Bed Equipment Trailer Quotes

**RECOMMENDATION:** To accept the following attached low quote from M & M Trailer Sales, Palmyra Ne. in the amount of \$15,375.00, for one, 24,000# rated 3 axle tilt bed trailer.

**DISCUSSION:** This unit will replace 20-year-old tilt bed trailer that is not does not meet the legal rated capacity needed to safely transport the current mini excavator.

**FISCAL IMPACT:**

Funds for this unit will come from CIP# 500-57510-23036, budgeted in 22-23 fiscal year in the amount of \$20,000.00

**SIGNATURE:**

By: \_\_\_\_\_  
*Chuck Sliva*  
*Chuck Sliva, Public Works Director*

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

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



# City of Columbus

## Quote Sheet for Purchases

Department: Wastewater Collection

Charge to Account Number: 500-57510-23036

Department Head Approval: Chuck Sliva

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

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

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

Date: 2/15/2023 Time: 1:00 PM

Vendor Name: M & M Trailer Sales Palmyra Ne.

Vendor Employee Name: Chad Englert

Telephone: 402-560-2346

Quote For: 24K Split Tilt Bed Low Profile Equipment Trailer

Quote Includes:	Item Totals:
24,000 rated 3 axle combination tilt trailer	\$15,375.00
Total:	\$15,375.00

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

Delivery Date: 6-8 weeks Shipped By: Staff will pick up.

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

Tax Excluded

City Employee Obtained Quote: Chuck Sliva

3 AX

015, 3'S, 02



Date: 2022-10-30 16:21:26

Config. ID: 220390

### CUSTOMER INFORMATION

Name: Chuck Sliva  
Email: sliva@columbusne.us  
Phone: (402) 562-4286

### STORE INFORMATION

Store Name: M&M TRAILER SALES  
Dealer Salesperson: Chad Englert  
Dealer Email: chadenglert76@gmail.com  
Dealer Phone: (402) 560-2346

### REVIEW CONFIGURATION

Part Name	QTY	Price Descriptor	Price	Type
Model - HDT				
GVWR - 307 Package (24K GVWR)			\$0.00	option
Length/Width - 22' x 82" - 307 pkg			\$17,270.00	
Axles - 3 - 7,000 lb Torsion				standard
Brakes - Electric Drum				standard
Suspension - Torsion Axles				standard
Pull Type - Bumper Pull				standard
Frame - Engineered Beam Frame				standard
Tilt - Hydraulic Dampening Cylinder w/ Valve Control				standard
Deck - 6' Stationary Deck at Front				standard
Paint Type - DM Difference Maker Coating System				standard
Paint Color - Black				standard
Floor - 2" Treated Lumber				standard
Cross-Members - 3" I-Beam on 16" Centers				standard
Coupler - 2-5/16" - 25,000 lb Demco EZ-Latch, Flat-Mount				standard
Jack - 12,000 lb Drop-Leg Jack				standard
Storage - HD V-Tongue Lid				standard
Winch - No Winch				standard
Fenders - 14 ga Teardrop, Diamond Plate, Bolt-on				standard
Lights - All LED Lights				standard
Stake Pockets - 6 Stake Pockets				standard
Tie Downs - 4 - 5/8" D-Rings				standard
Tire Size - 235/80R16 10 Ply Radial				standard
Wheel Color - Black				standard
Spare Mount - No Spare Mount				standard

Total MSRP Price: \$17,270.00

\*MSRP stands for Manufacturer's Suggested Retail Price. MSRP is NOT final sales price - your final sales price varies depending on region and dealer. Excludes taxes,

title, license, and registration. International exchange rate may apply based on country.

**Comments**

Looking for price for local city municipality here in Columbus Ne.

-Due to the volatile steel and wood market, this price cannot be locked in. If the manufacturer increases, that increase will be passed on to the customer. During this time, we will not be price protecting.

**QUOTE**

**MSRP:**

\$17270.00

**Fees/Credits**

**Total Sales Price:**

\$15375.00

**Subtotal:**

\$15375.00

# City of Columbus Quote Sheet for Purchases

Department: Wastewater Collection

Charge to Account Number: 500-57510-23036

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: 2/15/2023 Time: 1:00 PM

Vendor Name: Bobcat of Lincoln Ne.

Vendor Employee Name: Brian Motschenbacher

Telephone: 402-464-6381

Quote For: 24K Split Tilt Bed Low Profile Equipment Trailer

Quote Includes:	Item Totals:
24,000 rated 3 axle combination tilt trailer	\$18,650.00
Total:	\$18,650.00

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

Delivery Date: 6-8 weeks Shipped By: Truck

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

Tax Excluded

City Employee Obtained Quote: Chuck Sliva

# City of Columbus

## Quote Sheet for Purchases

Department: Wastewater Collection

Charge to Account Number: 500-57510-23036

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: 2/15/2023 Time: 1:00 PM

Vendor Name: Bobcat of Lincoln Ne.

Vendor Employee Name: Brian Motschenbacher

Telephone: 402-464-6381

Quote For: 24K Split Tilt Bed Low Profile Equipment Trailer

Quote Includes:	Item Totals:
24,000 rated 2 axle combination tilt trailer	\$19,500.00
<b>Total:</b>	<b>\$19,500.00</b>

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

Delivery Date: 6-8 weeks Shipped By: Truck

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

Tax Excluded

City Employee Obtained Quote: Chuck Sliva

4.F. Northeast Nebraska Area Agency on Aging 2024 Detailed Plan of Operation and Budget and application for funding for Columbus Senior Center.

# MEMORANDUM

DATE: February 13, 2023  
TO: Tara Vasicek, City Administrator  
FROM: Doug Moore, Public Property Director  
SUBJECT: 2024 Budget Application for Northeast Nebraska Area Agency on Aging

## RECOMMENDATION:

Staff recommends approval of the budget and application for funding for the Columbus Senior Center programs with the Northeast Nebraska Area Agency on Aging (NENAAA).

## DISCUSSION:

The NENAAA administers federal and state meal and activity subsidies for senior centers in northeast Nebraska. In order for the City of Columbus to receive these meal and activity funds, an annual budget application must be prepared, then approved by the Mayor and City Council, before it can be submitted.

## FISCAL IMPACT:

For this proposed 2023-2024 budget, the NENAAA has allocated \$111,665.00 of federal and state funding per the application. NENAAA also serves as the pass-through agency for federal USDA funds, which are estimated to be \$17,637.00 for the coming year. The amount the City of Columbus is expected to provide according to this budget is \$283,043.00, however this amount may decrease as more donations are received and more seniors return to the Center for meals and activities daily.

## ALTERNATIVES:

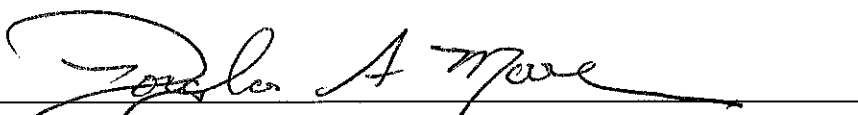
If we do not apply for these funds, the Senior Center would be fully funded by the City or need additional funding sources to continue in service.

## CONCURRENCE:

This budget has been reviewed by the Senior Center Manager and the Finance Director and they concur with the application.

## SIGNATURE:

DEPARTMENT HEAD:



CITY ADMINISTRATOR APPROVAL:



## FY24 Fundraising Plan of Action For: City of Columbus

Please describe in the box below how the senior center will meet the estimated fundraising of: \$ 302,420.00

The Columbus Senior Center has an annual fundraiser each May where we repurpose and sell memorial flowers. It is our biggest fundraiser. We also have a coffee club each day that takes contributions for coffee and donated baked goods as well as homemade pies each Wednesday. There is a monthly movie held that patrons make a free will donation to attend. We also take unused greeting cards that have been donated and are offered to patrons to purchase.

We have several groups that utilize the different rooms at the Center all year long and have been generous in making donations to the Center as well.

Funds that are not raised by the Senior Center to cover expenditures are subsidized by the City of Columbus.

## SENIOR CENTER BUDGET for FISCAL YEAR 2024

**1. NENAAA Contractor (Service Provider):**

Legal Name: City of Columbus

Mailing Address: PO Box 1677  
Columbus NE 68602

Street Address: 3111 19th St  
 (if different than mailing address) Columbus NE 68601

Designated official to sign funding awards: Name: James Bulkley  
 (Ex: Board Chairman, or City Administrator, Etc.) Title Mayor

**Check one:**

- Private Non-Profit Organization  
 General Purpose Government  
 Private for Profit

**2. Service Provider Name (if different than above):**

Name: Columbus Senior Center

Mailing Address: PO Box 1677  
Columbus NE 68602

Street Address: 3111 19th St  
 (if different than mailing address) Columbus NE 68601

Board President: Chris Dixon

Mailing Address: PO Box 1677

Telephone Number: 402-563-4444

Columbus NE 68601

Fax Number: 402-563-1380

Federal Employer ID Number: 47-6006144

E-mail Address: plaska@columbusne.us

**3. Person responsible for daily operations:** Name: Patty Laska

Title: Senior Center Manager

**4. Advertised Business Hours (open to participants):**

“Business Hours” are defined as the hours that your service site is advertised to be open and available to provide services in accordance to the Older Americans Act.

From 7:30 AM to 3:30 PM on the following days of the week: Monday thru Friday  
 (Note AM or PM with times)

From \_\_\_\_\_ to \_\_\_\_\_ on the following days of the week: \_\_\_\_\_  
 (Note AM or PM with times)

Noon Meals are served.....	<u>Monday-Friday</u>	@	<u>12:00 PM</u>
	Day(s)		Time(s)
Evening meals are served .....	_____	@	_____
	Day(s)		Time(s)
Breakfast/Brunch meals served .....	_____	@	_____
	Day(s)		Time(s)
Weekend meals served .....	_____	@	_____
	Day(s)		Time(s)

This funding application is being submitted to:  
 Northeast Nebraska Area Agency on Aging  
 119 West Norfolk Avenue  
 Norfolk NE 68701

Phone: 1-800-672-8368  
 (402) 370-3454  
 Fax: (402) 370-3279

**ITEMIZED BUDGET -- Title III-B / III-C / III-E Costs**

1. PERSONNEL					Title III-B	Title III-C	Title III-E	Total		
<b>Job Title: Senior Center Manager</b>										
Regular Wages:	8.00	hrs/day	x \$34.72	rate/hr x 260 days	=	\$72,218				
Overtime Wages:	0.00	hrs/year	x \$52.08	rate/hr (1.5 times rate above)	=	\$0				
Bonus:	\$0	/year			=	\$0				
FICA: Total Gross Wages	\$72,218		x 7.65%		=	\$5,525				
Workman's comp: Total Gross Wages x			0.10% (w/c percentage)		=	\$72				
UC Fund: Gross Wages (up to \$9,000) x			0.00% (UC percentage)		=	\$0				
Retirement:	\$361	/month	x 12 months		=	\$4,333				
Insurance:	\$971	/month	x 12 months		=	\$11,653				
Notes:				<b>Total</b>	=	\$93,801	\$52,529	\$39,396	\$1,876	\$93,801
						56%	42%	2%		
<b>Job Title: Office Associate</b>										
Regular Wages:	8.00	hrs/day	x \$25.64	rate/hr x 260 days	=	\$53,341				
Overtime Wages:	0.00	hrs/year	x \$38.47	rate/hr (1.5 times rate above)	=	\$0				
Bonus:	\$0	/year			=	\$0				
FICA: Total Gross Wages	\$53,341		x 7.65%		=	\$4,081				
Workman's comp: Total Gross Wages x			0.10% (w/c percentage)		=	\$53				
UC Fund: Gross Wages (up to \$9,000) x			0.00% (UC percentage)		=	\$0				
Retirement:	\$267	/month	x 12 months		=	\$3,201				
Insurance:	\$15	/month	x 12 months		=	\$185				
Notes:				<b>Total</b>	=	\$60,861	\$34,082	\$26,779	\$0	\$60,861
						56%	44%	0%		
<b>Job Title: Head Cook</b>										
Regular Wages:	8.00	hrs/day	x \$30.42	rate/hr x 260 days	=	\$63,274				
Overtime Wages:	0.00	hrs/year	x \$45.63	rate/hr (1.5 times rate above)	=	\$0				
Bonus:	\$0	/year			=	\$0				
FICA: Total Gross Wages	\$63,274		x 7.65%		=	\$4,840				
Workman's comp: Total Gross Wages x			0.71% (w/c percentage)		=	\$449				
UC Fund: Gross Wages (up to \$9,000) x			0.00% (UC percentage)		=	\$0				
Retirement:	\$316	/month	x 12 months		=	\$3,797				
Insurance:	\$2,246	/month	x 12 months		=	\$26,949				
Notes:				<b>Total</b>	=	\$99,309	\$0	\$99,309	\$0	\$99,309
						0%	100%	0%		
<b>Job Title: Program Assistant</b>										
Regular Wages:	8.00	hrs/day	x \$19.45	rate/hr x 260 days	=	\$40,456				
Overtime Wages:	0.00	hrs/year	x \$29.18	rate/hr (1.5 times rate above)	=	\$0				
Bonus:	\$0	/year			=	\$0				
FICA: Total Gross Wages	\$40,456		x 7.65%		=	\$3,095				
Workman's comp: Total Gross Wages x			0.71% (w/c percentage)		=	\$287				
UC Fund: Gross Wages (up to \$9,000) x			0.00% (UC percentage)		=	\$0				
Retirement:	\$152	/month	x 12 months		=	\$1,820				
Insurance:	\$35	/month	x 12 months		=	\$421				
Notes:				<b>Total</b>	=	\$46,079	\$15,667	\$30,412	\$0	\$46,079
						34%	66%	0%		
<b>Experience Works/AARP Job Title:</b>										
Gross Wages:		hrs/day	x	rate/hr x days	=	\$0	\$0	\$0	\$0	\$0
						50%	50%	0%		
<b>Experience Works/AARP Job Title:</b>										
Gross Wages:		hrs/day	x	rate/hr x days	=	\$0	\$0	\$0	\$0	\$0
						50%	50%	0%		
<b>Staff Meals:</b>										
# of meals		meals/yr	x	rate/meal	=	\$0				
					=	\$0				
				<b>Total</b>	=	\$0	\$0	\$0	\$0	\$0
							100%			
<b>PERSONNEL</b> <i>Continued next page</i>					<b>Subtotal this page</b>	\$102,278	\$195,896	\$1,876	\$300,050	

1. PERSONNEL		Continued	Title III-B	Title III-C	Title III-E	Total	
<b>Job Title: Public Works Director</b>							
Regular Wages:	0.50 hrs/day x \$61.19 rate/hr x 260 days	= \$7,955					
Overtime Wages:	0.00 hrs/year x \$91.79 rate/hr (1.5 times rate above)	= \$0					
Bonus:	\$0 /year	= \$0					
FICA: Total Gross Wages	\$7,955 x 7.65%	= \$609					
Workman's comp: Total Gross Wages x	0.20% (w/c percentage)	= \$16					
UC Fund: Gross Wages (up to \$9,000) x	0.00% (UC percentage)	= \$0					
Retirement:	\$40 /month x 12 months	= \$477					
Insurance:	\$111 /month x 12 months	= \$1,335					
Notes:	<b>Total</b>	= \$10,392	\$5,196	\$5,196	\$0	\$10,392	
			50%	50%	0%		
<b>Job Title:</b>							
Regular Wages:	hrs/day x rate/hr x days	= \$0					
Overtime Wages:	hrs/year x \$0.00 rate/hr (1.5 times rate above)	= \$0					
Bonus:	/year	= \$0					
FICA: Total Gross Wages	\$0 x 7.65%	= \$0					
Workman's comp: Total Gross Wages x	(w/c percentage)	= \$0					
UC Fund: Gross Wages (up to \$9,000) x	(UC percentage)	= \$0					
Retirement:	/month x 12 months	= \$0					
Insurance:	/month x 12 months	= \$0					
Notes:	<b>Total</b>	= \$0	\$0	\$0	\$0	\$0	
			50%	50%	0%		
<b>Job Title:</b>							
Regular Wages:	hrs/day x rate/hr x days	= \$0					
Overtime Wages:	hrs/year x \$0.00 rate/hr (1.5 times rate above)	= \$0					
Bonus:	/year	= \$0					
FICA: Total Gross Wages	\$0 x 7.65%	= \$0					
Workman's comp: Total Gross Wages x	(w/c percentage)	= \$0					
UC Fund: Gross Wages (up to \$9,000) x	(UC percentage)	= \$0					
Retirement:	/month x 12 months	= \$0					
Insurance:	/month x 12 months	= \$0					
Notes:	<b>Total</b>	= \$0	\$0	\$0	\$0	\$0	
			50%	50%	0%		
<b>Job Title:</b>							
Regular Wages:	hrs/day x rate/hr x days	= \$0					
Overtime Wages:	hrs/year x \$0.00 rate/hr (1.5 times rate above)	= \$0					
Bonus:	/year	= \$0					
FICA: Total Gross Wages	\$0 x 7.65%	= \$0					
Workman's comp: Total Gross Wages x	(w/c percentage)	= \$0					
UC Fund: Gross Wages (up to \$9,000) x	(UC percentage)	= \$0					
Retirement:	/month x 12 months	= \$0					
Insurance:	/month x 12 months	= \$0					
Notes:	<b>Total</b>	= \$0	\$0	\$0	\$0	\$0	
			50%	50%	0%		
<b>PERSONNEL</b> Continued next page			Subtotal this page	\$5,196	\$5,196	\$0	\$10,392

1. PERSONNEL		Continued	Title III-B	Title III-C	Title III-E	Total
<b>Job Title:</b> _____						
Regular Wages:	_____ hrs/day x _____ rate/hr x _____ days	=	\$0			
Overtime Wages:	_____ hrs/year x \$0.00 rate/hr (1.5 times rate above)	=	\$0			
Bonus:	_____ /year	=	\$0			
FICA: Total Gross Wages	\$0 x 7.65%	=	\$0			
Workman's comp:	Total Gross Wages x _____ (w/c percentage)	=	\$0			
UC Fund:	Gross Wages (up to \$9,000) x _____ (UC percentage)	=	\$0			
Retirement:	_____ /month x 12 months	=	\$0			
Insurance:	_____ /month x 12 months	=	\$0			
Notes:						
	<b>Total</b>	=	\$0	\$0	\$0	\$0
			50%	50%	0%	
<b>Job Title:</b> _____						
Regular Wages:	_____ hrs/day x _____ rate/hr x _____ days	=	\$0			
Overtime Wages:	_____ hrs/year x \$0.00 rate/hr (1.5 times rate above)	=	\$0			
Bonus:	_____ /year	=	\$0			
FICA: Total Gross Wages	\$0 x 7.65%	=	\$0			
Workman's comp:	Total Gross Wages x _____ (w/c percentage)	=	\$0			
UC Fund:	Gross Wages (up to \$9,000) x _____ (UC percentage)	=	\$0			
Retirement:	_____ /month x 12 months	=	\$0			
Insurance:	_____ /month x 12 months	=	\$0			
Notes:						
	<b>Total</b>	=	\$0	\$0	\$0	\$0
			50%	50%	0%	
<b>Job Title:</b> _____						
Regular Wages:	_____ hrs/day x _____ rate/hr x _____ days	=	\$0			
Overtime Wages:	_____ hrs/year x \$0.00 rate/hr (1.5 times rate above)	=	\$0			
Bonus:	_____ /year	=	\$0			
FICA: Total Gross Wages	\$0 x 7.65%	=	\$0			
Workman's comp:	Total Gross Wages x _____ (w/c percentage)	=	\$0			
UC Fund:	Gross Wages (up to \$9,000) x _____ (UC percentage)	=	\$0			
Retirement:	_____ /month x 12 months	=	\$0			
Insurance:	_____ /month x 12 months	=	\$0			
Notes:						
	<b>Total</b>	=	\$0	\$0	\$0	\$0
			50%	50%	0%	
<b>Job Title:</b> _____						
Regular Wages:	_____ hrs/day x _____ rate/hr x _____ days	=	\$0			
Overtime Wages:	_____ hrs/year x \$0.00 rate/hr (1.5 times rate above)	=	\$0			
Bonus:	_____ /year	=	\$0			
FICA: Total Gross Wages	\$0 x 7.65%	=	\$0			
Workman's comp:	Total Gross Wages x _____ (w/c percentage)	=	\$0			
UC Fund:	Gross Wages (up to \$9,000) x _____ (UC percentage)	=	\$0			
Retirement:	_____ /month x 12 months	=	\$0			
Insurance:	_____ /month x 12 months	=	\$0			
Notes:						
	<b>Total</b>	=	\$0	\$0	\$0	\$0
			50%	50%	0%	
<b>Job Title:</b> _____						
Regular Wages:	_____ hrs/day x _____ rate/hr x _____ days	=	\$0			
Overtime Wages:	_____ hrs/year x \$0.00 rate/hr (1.5 times rate above)	=	\$0			
Bonus:	_____ /year	=	\$0			
FICA: Total Gross Wages	\$0 x 7.65%	=	\$0			
Workman's comp:	Total Gross Wages x _____ (w/c percentage)	=	\$0			
UC Fund:	Gross Wages (up to \$9,000) x _____ (UC percentage)	=	\$0			
Retirement:	_____ /month x 12 months	=	\$0			
Insurance:	_____ /month x 12 months	=	\$0			
Notes:						
	<b>Total</b>	=	\$0	\$0	\$0	\$0
			50%	50%	0%	
Percent split for total wages only (Experience Works/AARP wages and Staff Meal costs not included) =			35%	64%	1%	
(Use this percent split for workman's comp and unemployment comp payments)						
Subtotal this page			\$0	\$0	\$0	\$0
Subtotal previous pages			\$107,474	\$201,092	\$1,876	\$310,442
<b>TOTAL PERSONNEL COSTS</b>			<b>\$107,474</b>	<b>\$201,092</b>	<b>\$1,876</b>	<b>\$310,442</b>

2. TRAVEL					Title III-B	Title III-C	Title III-E	Total
<b>NENAAA Mandatory Center Manager Trainings at Norfolk:</b>								
2 Training sessions x	100	miles per each round trip x	\$0.655	rate/mile =	\$131			
2 Registration Fees =	\$0	+ Lodging	\$0	=	\$0			
				<b>Total =</b>	\$131	\$66	\$65	\$0
						50%	50%	0%
<b>Conferences/Workshops/Seminars: 2 III-E Trainings Norfolk</b>								
Grand total all miles	200	x	\$0.655	rate/mile =	\$131			
Regis. Fees	\$0	+ Meals	\$0	+ Lodging	\$0			
				<b>Total =</b>	\$131	\$66	\$65	\$0
						50%	50%	0%
<b>Misc Manager's Travel: Monthly Auto Allowance</b>								
Total miles	918	x	\$0.655	rate/mile =	\$601			
Regis. Fees	\$0	+ Meals		+ Lodging	\$0			
				<b>Total =</b>	\$601	\$301	\$300	\$0
						50%	50%	0%
<b>Misc. Cook's Travel:</b>								
Total miles		x	\$0.655	rate/mile =	\$0			
Regis. Fees		+ Meals		+ Lodging	\$0			
				<b>Total =</b>	\$0		\$0	\$0
<b>Other Travel (Be Specific):</b>								
<b>Misc Travel for : Seminars/State Conference</b>								
Total miles	200	x	\$0.655	rate/mile =	\$131			
Regis. Fees	\$100	+ Meals	\$50	+ Lodging	\$150			
				<b>Total =</b>	\$431	\$0	\$0	\$431
						0%	0%	100%
<b>TOTAL TRAVEL COSTS</b>					\$433	\$430	\$431	\$1,294

3. PRINTING & SUPPLIES					Title III-B	Title III-C	Title III-E	Total
<b>Office Supplies:</b>	\$125	/month x 12 months		=	\$1,500	\$750	\$750	\$0
						50%	50%	0%
<b>Cleaning Supplies:</b>	\$150	/month x 12 months		=	\$1,800	\$900	\$900	\$0
						50%	50%	0%
<b>Kitchen Supplies:</b>	\$350	/month x 12 months		=	\$4,200		\$4,200	\$4,200
							100%	
<b>HD Meal Supplies/Containers:</b>	\$600	/month x 12 months		=	\$7,200		\$7,200	\$7,200
							100%	
<b>Water Softener Supplies:</b>	\$63	/month x 12 months		=	\$756	\$378	\$378	\$0
						50%	50%	0%
<b>Misc. III-B Supplies</b> (for crafts, activities, etc.):	\$3,000	/year		=	\$3,000	\$3,000		\$3,000
(Does NOT include fundraising supplies.)						100%		
<b>III-E Supplies</b>	\$500	/year		=	\$500	\$0	\$0	\$500
						0%	0%	100%
<b>TOTAL PRINTING &amp; SUPPLY COSTS</b>					\$5,028	\$13,428	\$500	\$18,956

4. EQUIPMENT					Title III-B	Title III-C	Title III-E	Total
<b>Center Equipment - Purchase</b>	=				\$0	\$0	\$0	\$0
Type of Equipment: _____					50%	50%	0%	
<b>Kitchen Equipment - Purchase</b>	=					\$0		\$0
Type of Equipment: _____						100%		
<b>Caregiver Prog Equip-Purchase</b>	=						\$0	\$0
Type of Equipment: _____							100%	
<b>*For Purchase of Equipment over \$5000</b>								
<b>TOTAL EQUIPMENT COSTS</b>					\$0	\$0	\$0	\$0

5. BUILDING SPACE					Title III-B	Title III-C	Title III-E	Total
<b>Center Building Rent:</b> \$10,610 /month x 12 months	=	\$127,320						
<b>Alternate Site Rent:</b> _____ /day x _____ days	=	\$0						
<b>Storage Space Rent:</b> _____ /month x 12 months	=	\$0						
_____ /year	=	\$0						
<b>Total</b>	=	\$127,320	\$63,660	\$63,660	\$0	\$127,320		
			50%	50%	0%			
<b>TOTAL BUILDING SPACE COSTS</b>					\$63,660	\$63,660	\$0	\$127,320

6. COMMUNICATIONS & UTILITIES					Title III-B	Title III-C	Title III-E	Total
<b>Utilities:</b>								
Gas: _____ /month x 12 months	=	\$0						
Electric: _____ /month x 12 months	=	\$0						
Water: _____ /month x 12 months	=	\$0						
Sewer: _____ /month x 12 months	=	\$0						
Garbage: _____ /month x 12 months	=	\$0						
<b>Total</b>	=	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			50%	50%	0%			
<b>Communications:</b>								
Telephone/FAX: \$36 /month x 12 months	=	\$432						
Internet Access: _____ /month x 12 months	=	\$0						
Web Site Fees: _____ /month x 12 months	=	\$0						
Cellular Phone: \$10 /month x 12 months	=	\$120						
Cable TV Service: _____ /month x 12 months	=	\$0						
<b>Postage:</b> _____ /month x 12 months	=	\$0						
<b>Post Office Box Rent:</b> _____ /year	=	\$0						
<b>Bulk Mail Permit:</b> _____ /year	=	\$0						
_____ /year	=	\$0						
<b>Total</b>	=	\$552	\$276	\$276	\$0	\$552		
			50%	50%	0%			
_____ /month x 12 months	=	\$0	\$0	\$0	\$0	\$0		
			50%	50%	0%			
<b>TOTAL COMMUNICATION &amp; UTILITY COSTS</b>					\$276	\$276	\$0	\$552

7. OTHER				Title III-B	Title III-C	Title III-E	Total		
<b>Insurance:</b>									
<b>Business Pkg</b> (Including Product Liab, Excluding W/C):	<u>    \$500    </u>	/year	=	<u>    \$500    </u>					
<b>Crime Bond/Fidelity Bond</b>	<u>    \$100    </u>	/year	=	<u>    \$100    </u>					
<b>Directors &amp; Officers Coverage:</b>	<u>    \$100    </u>	/year	=	<u>    \$100    </u>					
<i>Notes:</i>			<b>Total</b>	=	<u>    \$700    </u>	\$350	\$350	\$0	\$700
					<u>50%</u>	<u>50%</u>	<u>0%</u>		
<b>Audit:</b>	<u>    \$450    </u>	/year	=	<u>    \$450    </u>					
<b>Tax Professional/CPA Expenses:</b>	<u>            </u>	/year	=	<u>    \$0    </u>					
(Preparation of Forms 990, W-2's, 1099's, Etc.)			=	<u>    \$450    </u>	\$225	\$225	\$0	\$450	
					<u>50%</u>	<u>50%</u>	<u>0%</u>		
<b>Dues</b> (Professional Associations, Chamber, Etc.):	<u>            </u>	/year	=	<u>    \$0    </u>					
<u>                                </u>	<u>            </u>	/year	=	<u>    \$0    </u>					
<u>                                </u>	<u>            </u>	/year	=	<u>    \$0    </u>					
			<b>Total</b>	=	<u>    \$0    </u>	\$0	\$0	\$0	\$0
					<u>50%</u>	<u>50%</u>	<u>0%</u>		
(Note: Total payments for contract labor over \$600/year requires Form 1099)									
<b>Contract Labor for:</b>	<u>                                </u>	<u>            </u>	/year	=	<u>    \$0    </u>	\$0	\$0	\$0	\$0
					<u>50%</u>	<u>50%</u>	<u>0%</u>		
<b>Contract Labor for:</b>	<u>                                </u>	<u>            </u>	/year	=	<u>    \$0    </u>	\$0	\$0	\$0	\$0
					<u>50%</u>	<u>50%</u>	<u>0%</u>		
<b>Contract Labor for:</b>	<u>                                </u>	<u>            </u>	/year	=	<u>    \$0    </u>	\$0	\$0	\$0	\$0
					<u>50%</u>	<u>50%</u>	<u>0%</u>		
<b>Snow Removal, Lawn Care, Grounds Maint:</b>	<u>                                </u>	<u>            </u>	/year	=	<u>    \$0    </u>	\$0	\$0	\$0	\$0
					<u>50%</u>	<u>50%</u>	<u>0%</u>		
<b>Floor/Carpet Cleaning:</b>	<u>                                </u>	<u>            </u>	/year	=	<u>    \$0    </u>	\$0	\$0	\$0	\$0
					<u>50%</u>	<u>50%</u>	<u>0%</u>		
<b>Equipment Leases &amp; Maintenance:</b>	<u>                                </u>	<u>            </u>	/year	=	<u>    \$0    </u>	\$0	\$0	\$0	\$0
					<u>50%</u>	<u>50%</u>	<u>0%</u>		
<b>Other :</b>	<u>                                </u>	<u>            </u>	/year	=	<u>    \$0    </u>	\$0	\$0	\$0	\$0
(describe)					<u>50%</u>	<u>50%</u>	<u>0%</u>		
<b>Bank Safety Deposit Box Rent:</b>	<u>                                </u>	<u>            </u>	/year	=	<u>    \$0    </u>	\$0	\$0	\$0	\$0
					<u>50%</u>	<u>50%</u>	<u>0%</u>		
<b>OTHER</b> <i>Continued next page</i>				<b>Subtotal this page</b>	\$575	\$575	\$0	\$1,150	

7. OTHER (Continued)		Title III-B	Title III-C	Title III-E	Total	
<b>Computer Software purchases/updates:</b> (including anti-virus updates)	<u>\$2,000</u> /year	= \$2,000	\$1,000	\$1,000	\$0	\$2,000
			<u>50%</u>	<u>50%</u>	<u>0%</u>	
<b>Publications</b> (Books, video, CD's, DVD's, etc.):	_____ /year	= \$0	\$0	\$0	\$0	\$0
			<u>50%</u>	<u>50%</u>	<u>0%</u>	
<b>Subscriptions</b> (Magazines,newspapers,etc):	_____ /year	= \$0	\$0	\$0	\$0	\$0
			<u>50%</u>	<u>50%</u>	<u>0%</u>	
<b>III-B, III-C, III-E Program Advertising</b> (Radio, TV, newspaper, etc.) (Note: Health Fair Advertising is 100% III-B program)						
_____ /year	_____ /year	= \$0	\$0	\$0	\$0	\$0
Note Type of Media	Note Programs (III-B,III-C,III-E)		<u>50%</u>	<u>50%</u>	<u>0%</u>	
_____ /year	_____ /year	= \$0	\$0	\$0	\$0	\$0
Note Type of Media	Note Programs (III-B,III-C,III-E)		<u>50%</u>	<u>50%</u>	<u>0%</u>	
<b>Legal Public Notices:</b>	_____ /year	= \$0	\$0	\$0	\$0	\$0
			<u>50%</u>	<u>50%</u>	<u>0%</u>	
<b>Range Hood/Ansul System Inspections:</b>	<u>\$125</u> /year	= \$125		\$125		\$125
				<u>100%</u>		
<b>Exterminator:</b>	_____ /year	= \$0	\$0	\$0	\$0	\$0
<i>Exterminator is split 50/50.</i>			<u>50%</u>	<u>50%</u>	<u>0%</u>	
<b>Fire Extinguisher Inspections:</b>	_____ /year	= \$0	\$0	\$0	\$0	\$0
			<u>50%</u>	<u>50%</u>	<u>0%</u>	
<b>Bank Service Charges:</b>	_____ /month x 12 months	= \$0	\$0	\$0	\$0	\$0
			<u>50%</u>	<u>50%</u>	<u>0%</u>	
<b>III-B Misc Activity Costs</b> (Speaker fees, Class Instructor fees, Etc):						
_____ /year	_____ /year	= \$0				
_____ /year	_____ /year	= \$0				
_____ /year	_____ /year	= \$0				
	<b>Total</b>	= \$0	\$0			\$0
			<u>100%</u>			
<b>III-C Misc Nutrition Costs:</b>						
_____ /year	_____ /year	= \$0				
Kitchen Equipment Maintenance	<u>\$500</u> /year	= \$500				
	<b>Total</b>	= \$500		\$500		\$500
				<u>100%</u>		
<b>III-E Misc Caregiver Costs:</b>						
III-E Promotion - Caregiver Program	<u>\$674</u> /year	= \$674			\$674	\$674
				<u>100%</u>		
<b>Misc Other Costs:</b>						
_____ /year	_____ /year	= \$0	\$0	\$0	\$0	\$0
			<u>50%</u>	<u>50%</u>	<u>0%</u>	
	Subtotal this page		\$1,000	\$1,625	\$674	\$3,299
	Subtotal previous page		\$575	\$575	\$0	\$1,150
<b>TOTAL OTHER COSTS</b>			\$1,575	\$2,200	\$674	\$4,449

8. RAW FOOD		Title III-B	Title III-C	Title III-E	Total
<b>NOTE: You will use the YTD Monthly Meal Spreadsheet for this Section</b>					
<p>Budgets Annual Congregate Meals <u>14,905</u> meals                      *Info from Allocation Page  <b>Total Eligible 60+ Congregate Meals = <u>14,905</u> meals</b></p> <p>Budgeted Home Delievered Meals <u>8922</u>                      Budgeted To-Go Meals <u>1,369</u> meals                      *Info from Allocation Page  <b>Total Eligible 60+ Home Delivered Meals = <u>10,291</u> meals</b></p> <p>Total Congregate Meals = <u>14,905</u> meals                      Total Home Delivered Meals = <u>10,291</u> meals  <b>Total Eligible 60+ Meals = <u>25,196</u> meals</b></p>					
<b>Total Eligible 60+ Meals</b>	<u>25,196</u>	x Avg raw food cost per meal	<u>\$3.48</u>	=	<u>\$87,682</u>
			*Info from YTD Meal Spreadsheet		<u>100%</u>
<b>Total Ineligible Meals</b>	<u>307</u>	x Avg raw food cost per meal	<u>\$3.48</u>	=	<u>\$1,068</u>
			*Info from YTD Meal Spreadsheet		<u>100%</u>
<b>Total Meals Catered to another AOA Service Provider or Sr Center</b>	<u>0</u>	x Avg raw food cost per meal	<u>\$3.48</u>	=	<u>\$0</u>
			* Estimate the number of meals to another center		<u>100%</u>
<b>TOTAL RAW FOOD COSTS</b>			xxxxxxx		<b>\$88,750</b>
					<b>\$88,750</b>

<b>Section B: INCOME CONTRIBUTIONS (Non-Match)</b>		<b>Title III-B</b>	<b>Title III-C</b>	<b>Title III-E</b>	<b>Total</b>
<b>III-B Income Contributions</b> (for III-B services such as health clinics, supportive services, etc) =		\$0			\$0
		<u>100%</u>			
14,905	Total C-1 meals x <u>\$5.00</u> Avg contribution = \$74,525				
8,922	Total C-2 HD meals x <u>\$6.00</u> Avg contribution = \$53,532				
1,369	Total C-2 ToGo meals x <u>\$5.50</u> Avg contribution = \$7,530				
	* Avg. Contribution will come from YTD Meal Spreadsheet				
	<b>Total</b> = \$135,587		\$135,587		\$135,587
			<u>100%</u>		
<b>III-E Income Contributions</b> (for III-E services such as caregiver speakers, trainings, etc) = \$500				\$500	\$500
			<u>100%</u>		
<b>TOTAL INCOME CONTRIBUTIONS (Non-Match)</b>		\$0	\$135,587	\$500	\$136,087

## Senior Center: City of Columbus

### Income

NENAAA III-B Funding	\$ 42,549.00
NENAAA III-C(1) Funding	\$ 35,772.00
NENAAA III-C(2) HD Funding	\$ 25,874.00
NENAAA III-C(2) ToGo Funding	\$ 3,970.00
NENAAA III-E Funding	\$ 3,500.00
B Contributions	\$ 2,100.00
C1 Contributions	\$ 74,525.00
C2 HD Contributions	\$ 53,532.00
C2 ToGo Contributions	\$ 7,530.00
E Contributions	\$ -
Total Agency Funding & Contributions	\$ 249,352.00

### Expenses

Personnel	\$ 310,442.00
Travel	\$ 1,294.00
Printing & Supplies	\$ 18,956.00
Building Space	\$ 127,320.00
Equipment	\$ -
Communication & Utilities	\$ 552.00
Other	\$ 4,458.00
Raw Food Cost	\$ 88,750.00
Total Expenses	\$ 551,772.00

**Estimated Fundraising** \$ 302,420.00

**BOARD OF DIRECTORS REVIEW STATEMENT**

**FY 2024**

**Seionr Center: City of Columbus**

The Board of Directors for the above senior center has received, reviewed, and approved for submission this Center's Budget Application to the Northeast Nebraska Area Agency on Aging.

**Board of Directors Signatures:**

- |          |           |
|----------|-----------|
| 1. _____ | 9. _____  |
| 2. _____ | 10. _____ |
| 3. _____ | 11. _____ |
| 4. _____ | 12. _____ |
| 5. _____ | 13. _____ |
| 6. _____ | 14. _____ |
| 7. _____ | 15. _____ |
| 8. _____ | 16. _____ |

This review and action was made at a  regular meeting  
 (check one)  special meeting

\_\_\_\_\_  
 City of Columbus  
 Senior Center Name

\_\_\_\_\_  
 February 21, 2023  
 Date of Meeting (Month / Day / Year)

\_\_\_\_\_  
 James Bulkley, Mayor  
 Chairman's Name (please print)

\_\_\_\_\_  
 Chairman's Signature

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

4.G. Resolution No. R23-27 approving request of Antique Tractor and Gas Engines Show to camp overnight in Pawnee Park, Friday and Saturday, June 9 and 10, 2023. (Board of Parks Commissioners recommends approval.)

# Draft

## RESOLUTION NO. R23-27

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING USE OF PAWNEE PARK TO CAMP OVERNIGHT ON JUNE 9 AND 10, 2023, FOR ANTIQUE TRACTOR AND GAS ENGINES SHOW.

WHEREAS, the City of Columbus has received a request from Antique Tractor and Gas Engines Show to camp overnight on June 9 and 10, 2023, in Pawnee Park; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the request of from Antique Tractor and Gas Engines Show to camp overnight on June 9 and 10, 2023, in Pawnee Park is approved.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



The City of **Columbus**

BOARD OF PARKS COMMISSIONERS

DATE: February 7, 2023  
TO: Mayor and City Council  
RE: Pawnee Park overnight camping by Antique Tractor and Gas Engines Show

At the February 7, 2023 Board of Parks Commissioners meeting, the Board recommended that the City Council approve the request from the Antique Tractor and Gas Engines Show for overnight camping in Pawnee Park on June 9 and 10, 2023.

The annual Antique Tractor and Gas Engines Show has been held in Pawnee Park for over 30 years. The event is well attended and park staff have had no issues with the participants over the years.

City Council approval is needed because all overnight stays in city parks by city ordinance must be approved by the City Council.

Thank you

A handwritten signature in black ink that reads "Brad Hansen".

---

Brad Hansen,  
Chairman  
Board of Park Commissioners



# The City of Columbus

CITY CLERK'S OFFICE

Phone (402) 562-4224 • Fax (402) 563-1380

## TOPIC FOR CONSIDERATION FOR CITY COMMITTEE AGENDA

If you have a specific topic that you would like a city committee to consider at a future meeting, please complete the information below and submit to the City Clerk's office. The item will be reviewed and forwarded to city staff for appropriate action or scheduled for a future meeting of the appropriate committee if necessary. You will be notified of the staff recommendation or action taken on your request or when the item will be presented to the committee for consideration.

Name: Robert and Diane Sliva

Address: 14120 S Rd Lot L, Columbus, NE 68601

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

Email Address: \_\_\_\_\_

Date of Request: June 9-11 2023

Description of Requested Topic: (Please be as specific as possible and use additional sheets of paper if needed.)

The Antique Tractor and Gas Engines Show members would like to reserve the West Pawnee Park Area, south of tennis court and parking lot, as in past years for the annual show. Set up is Friday June 9, 2023 and Show Time is Saturday June 10<sup>th</sup>, and Sunday June 11<sup>th</sup> 2023. Camping is requested for Friday and Saturday nights.

For Administrative Purposes Only:

Date Request Received: \_\_\_\_\_

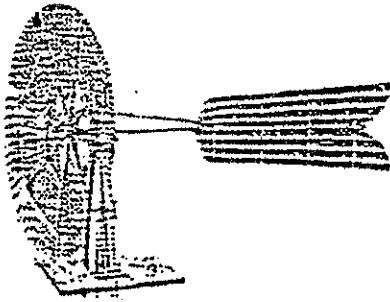
Action Taken: \_\_\_\_\_

Follow-Up Needed: \_\_\_\_\_

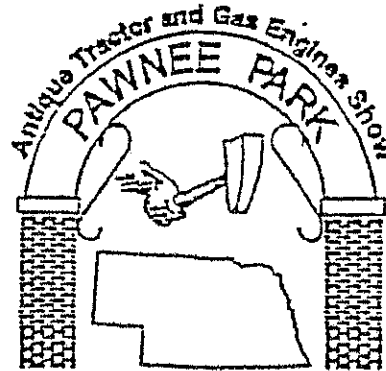


# ANNUAL

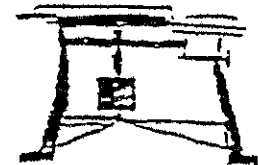
Eclipse Windmill, Type "P"



Restored by Louie and Larry Michis



See How They Helped Shape  
**NEBRASKA**



1885 Shingle Mill  
Owned by Joe Moore

City Park Supervisor:

Doug Moore:

August 28th, 2023

City Board:

The Antique Tractor and Gas Engines Show members would like to reserve the West Pawnee Park area, South side of tennis court and Parking lot, as in past years. For our Annual show, Set up Friday June 9th, 2023 and Show Time Saturday June 10th, and Sunday June 11th, 2023. Also camping out over night Friday and Saturday. Thankyou...

Thank you.

The Antique Tractor and Gas Engines Show Members

Robert & Diane Sliva

14120 S Rd Lot L

Columbus, Nebr 68601

4.H. Resolution No. R23-28 authorizing payment of various improvement projects.

# Draft

## RESOLUTION NO. R23-28

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., COLUMBUS FIRE STATION #2, \$90,457.60; BOYD JONES CONSTRUCTION CO., COMMUNITY BUILDING, \$882,903.63.

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. Columbus Fire Station #2	\$ 90,457.60
Boyd Jones Construction Co. Community Building	\$ 882,903.63

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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

City of Columbus, NE  
PO Box 1677  
Columbus, NE 68602-1677

FROM CONTRACTOR:

Boyd Jones Construction Co.  
950 S. 10th St., STE 100  
Omaha, NE 68108  
CONTRACT FOR:

PROJECT:

Library / Cultural Arts Facility

VIA ARCHITECT:

APPLICATION NO:

26

PERIOD TO:

1/31/22

Start:

12/1/22

Finish:

1/31/22

PROJECT NOS: 16-026

CONTRACT DATE:

Distribution to:

OWNER  
 ARCHITECT  
 CONTRACTOR

**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>26,201,578.00</u>
2. Net change by Change Orders	\$	<u>126,518.15</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>26,328,096.15</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>21,119,505.85</u>
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	<u>1,043,652.96</u>
b. % of Stored Material	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>1,043,652.96</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>20,075,852.89</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>19,192,949.26</u>
8. CURRENT PAYMENT DUE	\$	<u>882,903.63</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>6,252,243.26</u>

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

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: [Signature] Date: 2/1/2023  
State of: Nebraska County of: DeWitt  
Subscribed and sworn to before me this 1st day of February, 2023  
Notary Public: [Signature]  
My Commission expires: 03-01-2026  
GENERAL NOTARY - State of Nebraska  
MARITHA A BANG  
My Comm. Exp. March 1, 2026

**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 ..... \$ \$882,903.63

(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: 02-04-2023  
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. Richard J. Bogus 2-14-2023

Project **Columbus Community Building**  
Address **2504 14th Street**  
City/State **Columbus NE 68601**  
Job # **16-026**

Application Number **26**  
Application Date **1/31/2023**  
Period To: **1/31/2023**

Item #	Description of Work	Original Value	Change Orders	Contingency Adjustment	Current Value	THIS APPLICATION		Stored Materials	Total		Balance to Finish	5% Retainage
						Work Completed From Prev	This Period		Completed & Stored	% Complete		
1	PreConstruction	15,667.00			15,667.00	15,667.00	-		15,667.00	100%	0.00	0.00
2	General Conditions	1,568,862.00			1,568,862.00	1,233,045.44	69,283.07		1,302,328.51	83%	266,533.49	65,116.43
3	Clean-up	537,879.00			537,879.00	398,686.82	17,950.67		416,637.49	77%	121,241.51	20,831.87
4	Reimbursable Expenses	401,995.00		189,867.77	591,862.77	539,420.22	30,824.44		570,244.66	96%	21,618.11	28,512.23
5	Temporary space buildout	111,596.00		(7,717.36)	103,878.64	103,878.64	-		103,878.64	100%	0.00	0.00
6	Insurance	93,320.00		(2,385.60)	90,934.40	66,572.00	-		66,572.00	73%	24,362.40	3,328.60
7	Fencing	40,733.00			40,733.00	40,092.14	-		40,092.14	98%	640.86	2,004.61
8	Site Utilities	387,885.00		(2,800.00)	385,085.00	224,143.00	-		224,143.00	58%	160,942.00	11,207.15
9	Demo Library	850,633.00			850,633.00	397,760.39	-		397,760.39	47%	452,872.61	19,888.02
10	Surveying	19,500.00			19,500.00	17,791.10	-		17,791.10	91%	1,708.90	889.56
11	Aggregate Piers	120,970.00		(4,015.00)	116,955.00	116,955.00	-		116,955.00	100%	0.00	0.00
12	Foundations	233,731.00		(17,291.00)	216,440.00	216,440.00	-		216,440.00	100%	0.00	10,822.00
13	Steel Decking	614,600.00		(100.00)	614,500.00	614,500.00	-		614,500.00	100%	0.00	30,725.00
14	Rebar	108,115.00		10,295.00	118,410.00	118,410.00	-		118,410.00	100%	0.00	5,920.50
15	Masonry	1,194,384.00			1,194,384.00	1,157,978.00	-		1,157,978.00	97%	36,406.00	57,898.90
16	Structural Steel	1,965,272.00		9,568.00	1,974,840.00	1,862,940.00	111,900.00		1,974,840.00	100%	0.00	98,742.00
17	Steel Erection	492,000.00			492,000.00	449,464.29	-		449,464.29	91%	42,535.71	22,473.21
18	Stair B allowance	170,000.00		(89,620.00)	80,380.00	9,946.00	-		9,946.00	12%	70,434.00	0.00
19	Concrete Flatwork/paving	763,471.00		14,460.79	777,931.79	515,362.82	-		515,362.82	66%	262,568.97	25,768.14
20	Fireproofing	173,811.00		(173,811.00)	-	-	-		-	0%	0.00	0.00
21	Membrane roofing	719,758.00		(4,194.85)	715,563.15	714,665.51	-		714,665.51	100%	897.64	35,733.28
22	Joint Sealants	82,600.00		15,000.00	97,600.00	8,500.00	21,350.00		29,850.00	31%	67,750.00	1,492.50
23	Doors/Frames & hardware	265,761.00		7,067.00	272,828.00	95,581.53	-		95,581.53	35%	177,246.47	4,779.08
24	Overhead and coiling doors	63,095.00		23,592.00	86,687.00	57,100.00	-		57,100.00	66%	29,587.00	2,855.00
25	Storefront, glazing, comp panels	2,029,820.00		(22,966.00)	2,006,854.00	1,682,468.00	-		1,682,468.00	84%	324,386.00	84,123.40
26	Flooring-Resinous & sealed	36,415.00			36,415.00	-	-		-	0%	36,415.00	0.00
27	Flooring-carpet,tile, resilient	454,146.00		(6,000.00)	448,146.00	215,123.92	-	-	215,123.92	48%	233,022.08	10,756.20
28	Flooring-Terrazzo	224,245.00		30,460.00	254,705.00	-	-		-	0%	254,705.00	0.00
29	Flooring-Access	32,457.00			32,457.00	-	-		-	0%	32,457.00	0.00
30	Paint	299,033.00			299,033.00	50,000.00	50,000.00	-	100,000.00	33%	199,033.00	5,000.00
31	Elevator	276,212.00		5,052.00	281,264.00	277,426.79	-	-	277,426.79	99%	3,837.21	13,871.34
32	Fire Protection	294,129.00		(19,506.00)	274,623.00	254,800.00	2,300.00		257,100.00	94%	17,523.00	12,855.00
33	Mechanical Complete	2,914,670.00		47,089.00	2,961,759.00	2,430,934.80	283,998.64		2,714,933.44	92%	246,825.56	135,746.67
34	Electrical/site work	2,443,931.00	121,070.00		51,563.00	2,616,564.00	2,403,136.09	75,000.00	2,478,136.09	95%	138,427.91	123,906.80
35	Rough and Finish Carpentry	212,957.00		88,836.07	301,793.07	99,211.80	1,158.72		100,370.52	33%	201,422.55	5,018.53
36	Casework materials	104,980.00			104,980.00	-	29,113.31		29,113.31	28%	75,866.69	1,455.67
37	Wood paneling	63,757.00		(24,050.00)	39,707.00	10,000.00	6,303.89		16,303.89	41%	23,403.11	815.19
38	Drywall and ceilings	2,945,105.00		(7,709.00)	2,937,396.00	2,522,153.01	123,469.50		2,645,622.51	90%	291,773.49	132,281.13
39	Directories/plaques/allowance	70,000.00			70,000.00	-	-		-	0%	70,000.00	0.00
40	Monument signage	32,144.00			32,144.00	-	-		-	0%	32,144.00	0.00
41	Toilet accy, toilet partitions	65,798.00			65,798.00	61,970.50	-		61,970.50	94%	3,827.50	3,098.53
42	Operable partition/Smoke curtain	177,820.00			177,820.00	33,880.00	61,720.00	-	95,600.00	54%	82,220.00	4,780.00
43	Appliances	45,561.00		20,000.00	65,561.00	-	-		-	0%	65,561.00	0.00
44	Projection Screens	30,649.00		3,578.00	34,227.00	34,227.00	-		34,227.00	100%	0.00	1,711.35
45	Window Coverings	150,948.00			150,948.00	-	-		-	0%	150,948.00	0.00
46	Stone and solid surface tops	96,000.00		4,630.00	100,630.00	-	-		-	0%	100,630.00	0.00
47	Site furnishings	64,090.00			64,090.00	54,374.80	-		54,374.80	85%	9,715.20	2,718.74
48	Landscape and irrigation	184,218.00		39,513.00	223,731.00	-	-		-	0%	223,731.00	0.00
49	Data room sprinkler	14,500.00			14,500.00	-	-		-	0%	14,500.00	0.00
50	Radon system	38,900.00			38,900.00	35,400.00	-		35,400.00	91%	3,500.00	1,770.00
51	Commissioning			27,600.00	27,600.00	13,800.00	-		13,800.00	0%	13,800.00	690.00

Project **Columbus Community Building**  
 Address **2504 14th Street**  
 City/State **Columbus NE 68601**  
 Job # **16-026**

Application Number **26**  
 Application Date **1/31/2023**  
 Period To: **1/31/2023**

Item #	Description of Work	Original Value	Change Orders	Contingency Adjustment	Current Value	THIS APPLICATION		Stored Materials	Total Completed & Stored	% Complete	Balance to Finish	5% Retainage
						Work Completed From Prev	This Period					
52	Luxor One Postal Boxes			20,730.43	20,730.43	4,068.00	-		4,068.00	0%	16,662.43	203.40
53					-	-	-		-	0%	0.00	0.00
54					-	-	-		-	0%	0.00	0.00
55					-	-	-		-	0%	0.00	0.00
56					-	-	-		-	0%	0.00	0.00
57					-	-	-		-	0%	0.00	0.00
58					-	-	-		-	0%	0.00	0.00
59	Construction Contingency	607,732.00		(226,736.25)	380,995.75	-	-		-	0%	380,995.75	0.00
60	Payment and Performance Bonds	174,457.00			174,457.00	168,059.00	-		168,059.00	96%	6,398.00	8,402.95
61					-	-	-		-		0.00	0.00
62	Fee	1,121,266.00	5,448.15		1,126,714.15	864,200.00	45,000.00		909,200.00	81%	217,514.15	45,460.00
<b>Guaranteed Maximum Price Total</b>		<b>26,201,578</b>	<b>126,518.15</b>	<b>-</b>	<b>26,328,096.15</b>	<b>20,190,133.61</b>	<b>929,372.24</b>	<b>-</b>	<b>21,119,505.85</b>	<b>81%</b>	<b>5,208,590.30</b>	<b>1,043,652.96</b>

**Approved Change Orders included above:**

<b>Total CO Approved to Date</b>	<b>-</b>
----------------------------------	----------

126,518.15

**Contingency Change Log:**

<b>Total Adjustments</b>	<b>-</b>
<b>Original Contingency</b>	<b>607,732.00</b>
<b>Current Remaining Contingency</b>	<b>607,732.00</b>

Customer	Name		Billed Unit Price	Units	Billed Amount
<b>City Colum</b> <b>16026</b>	<b>City of Columbus</b> <b>Columbus Library/Cultural Arts</b>				
2	General Conditions				
	Labor	Project Manager	115.50	65.0000	7,507.50
		General Superintendent	140.41	7.0000	982.87
		Project Engineer Regular	95.85	180.0000	17,253.00
		Safety Manager Regular	109.70	11.0000	1,206.65
		Contract Administrator Regular	71.36	7.7500	553.04
		Supervisor Regular	115.02	144.0000	16,562.88
	Subcontract	Safety Solutions			240.00
		SRP Environmental LLC			1,780.00
	Equipment	Copier	15.00	5.0000	75.00
		Project Management Software	29.00	5.0000	145.00
		Computer	41.00	5.0000	205.00
		Conex Box Container 20 ft.	56.00	15.0000	840.00
		Conex Box Container 40 ft.	87.00	5.0000	435.00
		Office Trailer	155.00	5.0000	775.00
		Pickup	261.00	10.0000	2,610.00
	Other	AT&T			46.24
		CC - Casey's			328.07
		CC - Hyvee			183.28
		CC - Kum & Go			53.14
		CC - Loup Power District			16,079.56
		CC - Menards			99.77
		CC - Sapp Bros			57.32
		Great Plains Communications			440.85
		Riverside Portables			823.90
		<b>General Conditions Total</b>		<b>464.7500</b>	<b>69,283.07</b>
3	Clean-up				
	Labor	Bldg Carpenter Regular	74.55	112.0000	8,349.60
	Equipment	Street Sweeper Box	165.00	2.0000	330.00
		Skidsteer	1,061.00	5.0000	5,305.00
	Other	Callaway Rolloffs LLC			2,911.80
		CC - Menards			47.79
		T-Bone Truck Stop, Inc.			1,006.48
		<b>Clean-up Total</b>		<b>119.0000</b>	<b>17,950.67</b>
4	Reimbursable Expenses				
	Labor	Equipment Operator Regular	77.75	3.5000	272.11
		Foreman Regular	80.94	3.0000	242.82
	Equipment	Delivery Truck	12.00	3.0000	36.00
		Heater	280.00	75.0000	21,000.00
		Walk Behind Sweeper	1,109.00	1.0000	1,109.00

Customer	Name		Billed Unit Price	Units	Billed Amount
<b>City Colum</b> <b>16026</b>	<b>City of Columbus</b>				
4	Columbus Library/Cultural Arts				
	Reimbursable Expenses				
	Other	CC - Menards			175.39
		Mileage	.58	552.0000	320.16
		Per Diem			2,520.00
		Mileage	.58	2,912.0000	1,688.96
		Per Diem			800.00
		Per Diem			2,660.00
		Reimbursable Expenses Total		<u>3,549.5000</u>	<u>30,824.44</u>
16	Structural Steel Material	Midwest Steel Works, Inc.			111,900.00
		Structural Steel Total		<u>.0000</u>	<u>111,900.00</u>
22	Joint Sealants Subcontract	Senegal Specialty Contracting			21,350.00
		Joint Sealants Total		<u>.0000</u>	<u>21,350.00</u>
30	Painting Subcontract	Kucera Painting, Inc			50,000.00
		Painting Total		<u>.0000</u>	<u>50,000.00</u>
32	Fire Protectionr Subcontract	Midwest Auto Fire Sprinkler In			2,300.00
		Fire Protectionr Total		<u>.0000</u>	<u>2,300.00</u>
33	Mechanical Complete Subcontract	Prairie Mechanical Corp.			283,998.64
		Mechanical Complete Total		<u>.0000</u>	<u>283,998.64</u>
34	Electrical/site work Subcontract	Kidwell, Inc.			75,000.00
		Electrical/site work Total		<u>.0000</u>	<u>75,000.00</u>
35	Rough and finish Carpentry Labor	Bldg Carpenter Regular	72.42	16.0000	1,158.72
		Rough and finish Carpentry Total		<u>16.0000</u>	<u>1,158.72</u>
36	Casework materials Material	Holt Woodworking, Inc. dba HWI			29,113.31
		Casework materials Total		<u>.0000</u>	<u>29,113.31</u>

Customer	Name		Billed Unit Price	Units	Billed Amount
<b>City Colum</b> <b>16026</b>	<b>City of Columbus</b> <b>Columbus Library/Cultural Arts</b>				
37	Wood paneling Subcontract	Custom Woodworks Ltd.			6,303.89
			Wood paneling Total	<u>.0000</u>	<u>6,303.89</u>
38	Drywall and ceilings Subcontract	E & K of Omaha, Inc.			123,469.50
			Drywall and ceilings Total	<u>.0000</u>	<u>123,469.50</u>
42	Operable partiton/Smoke curtia Subcontract	SGH Redglaze Holdings, Inc.			61,720.00
			Operable partiton/Smoke curtia Total	<u>.0000</u>	<u>61,720.00</u>
			Subtotal		<u>884,372.24</u>
			Contractor's Fee		45,000.00
			Work Completed This Period		<u>929,372.24</u>

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

ONE PAGES

TO: **Boyd Jones**  
**950 South 10th Street, Suite 100**  
**Omaha, NE 68108**

PROJECT: **Columbus Community Center**  
**14th St. & 23rd Ave.**  
**Columbus, NE 68601**

APPLICATION NO.: **12**  
 PERIOD TO: **01/31/23**  
 PROJECT NOS.: **21-033**

Distribution to:

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

FROM CONTRACTOR: **Midwest Steel Works, Inc.**  
**749 N St.**  
**Lincoln, NE 68508**

CONTRACT DATE: **July 20, 2021**

CONTRACT FOR: **Structural Steel**

## 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.....\$	1,366,400.00
2. Net change by Change Orders.....\$	608,440.00
3. CONTRACT SUM TO DATE (LINE 1 +/- 2).....\$	1,974,840.00
4. TOTAL COMPLETED & STORED TO DATE.....\$	1,974,840.00
5. RETAINAGE:	
a. 0 % of Completed Work \$	0.00
(Columns H + I on G703)	
b. 0 % of Stored Material \$	0.00
Total Retainage (Line 5a + 5b).....\$	0.00
6. TOTAL EARNED LESS RETAINAGE.....\$	1,974,840.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	1,862,940.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	111,900.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in ----- previous months by Owner	673,590.00	(65,150.00)
Total approved this Month		
TOTALS	673,590.00	(65,150.00)
NET CHANGES by Change Order	608,440.00	

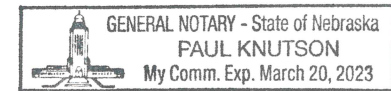
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: **Midwest Steel Works, Inc.**

By: Blake Baumann Date: 1/18/23

State of: Nebraska  
 County of: Lancaster  
 Subscribed and sworn to before  
 me this 18th day of January, 2023

Notary Public: *Paul Knutson*  
 My Commission expires:



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....\$

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

ARCHITECT:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

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.

# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 12

Contractor's signed certification is attached.

APPLICATION DATE: 1/18/23

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 1/31/23

Use Column I on Contracts where variable retainage for line items may apply.

PROJECT NO: 21-033

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
<b><i>Contract Scope of Work</i></b>									
1	Anchor Bolts, Embeds/Bearing Pl's	\$11,900.00	\$11,900.00			\$11,900.00	100.00%	\$0.00	\$0.00
2	Structural Steel	\$1,220,100.00	\$1,220,100.00			\$1,220,100.00	100.00%	\$0.00	\$0.00
3	Structural Misc	\$130,300.00	\$130,300.00			\$130,300.00	100.00%	\$0.00	\$0.00
4	Bonding	\$4,100.00	\$4,100.00			\$4,100.00	100.00%	\$0.00	\$0.00
<b><i>Change Orders</i></b>									
	Change Order #1 - PR 4 & 5	\$193,400.00	\$193,400.00			\$193,400.00	100.00%	\$0.00	\$0.00
	Change Order #2 - PR #6	\$345,600.00	\$345,600.00			\$345,600.00	100.00%	\$0.00	\$0.00
	Change Order #2 - PR #6 Bonding	\$1,150.00	\$1,150.00			\$1,150.00	100.00%	\$0.00	\$0.00
	Change Order #3 - PR #9 & RFC 35	(\$40,700.00)	(\$40,700.00)			(\$40,700.00)	100.00%	\$0.00	\$0.00
	Change Order #4	(\$12,550.00)	(\$12,550.00)			(\$12,550.00)	100.00%	\$0.00	\$0.00
	Change Order #5	\$1,600.00	\$1,600.00			\$1,600.00	100.00%	\$0.00	\$0.00
	Change Order #6	\$3,250.00	\$3,250.00			\$3,250.00	100.00%	\$0.00	\$0.00
	Change Order #7	\$1,830.00	\$1,830.00			\$1,830.00	100.00%	\$0.00	\$0.00
	Change Order #8	\$380.00	\$380.00			\$380.00	100.00%	\$0.00	\$0.00
	Change Order #9	\$1,550.00	\$1,550.00			\$1,550.00	100.00%	\$0.00	\$0.00
	Change Order #10	\$1,030.00	\$1,030.00			\$1,030.00	100.00%	\$0.00	\$0.00
	Change Order #11	\$111,900.00		\$111,900.00		\$111,900.00	100.00%	\$0.00	\$0.00
		\$1,974,840.00	\$1,862,940.00	\$111,900.00	\$0.00	\$1,974,840.00	100.00%	\$0.00	\$0.00

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



EXHIBIT A

PAY REQUEST FORM

PROJECT NAME: Columbus Community Building
PAYMENT REQUEST NO.: #11 INVOICE NO: #12
BILLING PERIOD FROM: 01-01-2023 TO: 01-31-2023

STATEMENT OF CONTRACT AMOUNT

1. Original Contract Amount \$ 1,366,400.00
2. Approved Change Orders \$ 608,440.00
3. Adjusted Contract Amount \$ 1,974,840.00

PROGRESS BILLING

4. Work Completed on Contract ( 100 % to date) \$ 1,974,840.00
5. Less Amount Retained \$ 0.00
6. Total Work Less Retention \$ 1,974,840.00
7. Less Previous Amount Invoiced \$ 1,862,940.00
8. AMOUNT DUE THIS REQUEST \$ 111,900.00

(Requests are due by the \_\_\_ Of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 01/18/2023

Company: Midwest Steel Works, Inc.

By: [Signature]

Print Name: Blake Baumann

Title: Sr. Project Manager

EXHIBIT A

PAY REQUEST FORM (**Please Make Copies**)

PROJECT NAME: 16-026 Columbus Civic Center  
PAYMENT REQUEST NO.: 2 INVOICE NO.: \_\_\_\_\_  
BILLING PERIOD FROM: 1/1/23 TO: 1/31/23

**STATEMENT OF CONTRACT AMOUNT**

1. Original Contract Amount \$ 59,850.00  
2. Approved Change Orders \$ 12,850.00  
2a. Needed Change Orders \$ \_\_\_\_\_  
3. Adjusted Contract Amount \$ 72,700.00

**PROGRESS BILLING**

4. Work Completed on Contract ( 41 % to date) \$ 29,850.00  
(SEE ATTACHED SCHEDULE OF VALUES)  
5. Less Amount Retained (10 %) \$ 2,985.00  
6. Total Work Less Retention \$ 26,865.00  
7. Less Previous Amount Invoiced \$ 7,650.00  
8. AMOUNT DUE THIS REQUEST \$ 19,215.00

(Requests are due by the **25th** of the Month)

**CERTIFICATE OF THE SUBCONTRACTOR**

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 1/25/2023

Company: Senegal Specialty Contracting  
By: [Signature]  
Print Name: Gary Hammer  
Title: President



## REQUEST FOR PAYMENT

From: Midwest Auto. Fire Sprinkler Co.  
2001 DeWolf Street  
Des Moines, IA 50316

To: Boyd Jones Construction  
950 S 10th Street, Suite 100  
Omaha, NE 68108

Invoice: 310006  
Draw: 6  
Invoice date: 1/18/2023  
Period ending date: 1/31/2023

Contract For: Auto Fire Sprinkler System

**Request for payment:**

Original contract amount	\$284,921.00		
Approved changes	\$0.00		Project: 22-3-3100
Revised contract amount		\$284,921.00	Columbus Community Center
Contract completed to date		\$257,100.00	Contract date: 2/10/2022
Add-ons to date	\$0.00		Architect:
Taxes to date	\$0.00		Scope:
Less retainage	\$25,710.00		
Total completed less retainage		\$231,390.00	
Less previous requests	\$229,320.00		
Current request for payment		\$2,070.00	
Current billing		\$2,300.00	
Current additional charges	\$0.00		
Current tax	\$0.00		
Less current retainage	\$230.00		
Current amount due		\$2,070.00	
Remaining contract to bill	\$53,531.00		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>		
<b>NET CHANGES by Change Order</b>		

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Boyd Jones Construction relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: Midwest Auto. Fire Sprinkler Co.

State Of \_\_\_\_\_

County Of \_\_\_\_\_

By: 

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Date: 1/18/23

Notary Public

My commission expires: \_\_\_\_\_

## REQUEST FOR PAYMENT DETAIL

Project: 22-3-3100 / Columbus Community Center

Invoice: 310006

Draw: 6

Period Ending Date: 1/31/2023 Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1	Shop Drawings - Engineering	8,600.00	8,600.00			8,600.00	100.00		860.00
2	Plan Review/Permits	250.00	250.00			250.00	100.00		25.00
3	Performance Payment Bond	2,538.00	2,538.00			2,538.00	100.00		253.80
4	Sprinkler Materials	119,200.00	117,980.00	1,220.00		119,200.00	100.00		11,920.00
5	Freight/Shipping	1,500.00	1,480.00	20.00		1,500.00	100.00		150.00
6	Equipment	2,500.00	1,880.00			1,880.00	75.20	620.00	188.00
7	Labor - Fabrication	7,200.00	7,130.00	70.00		7,200.00	100.00		720.00
8	Labor - Sprinkler Rough-In	132,100.00	112,402.00			112,402.00	85.09	19,698.00	11,240.20
9	Labor - Trim & Finish	10,033.00	2,540.00	990.00		3,530.00	35.18	6,503.00	353.00
10	Labor - System Testing	500.00						500.00	
11	Punch List	400.00						400.00	
12	Owner Training	100.00						100.00	

Totals	284,921.00	254,800.00	2,300.00		257,100.00	90.24	27,821.00	25,710.00
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EXHIBIT A

PAY REQUEST FORM (Please Make Copies)

PROJECT NAME: 16-026 Columbus Civic Center
PAYMENT REQUEST NO.: 06 INVOICE NO: 310006
BILLING PERIOD FROM: 01-01-2023 TO: 01-31-2023

STATEMENT OF CONTRACT AMOUNT

Table with 2 columns: Description and Amount. Rows include Original Contract Amount (\$284,921.00), Approved Change Orders, Needed Change Orders, and Adjusted Contract Amount (\$284,921.00).

PROGRESS BILLING

Table with 2 columns: Description and Amount. Rows include Work Completed on Contract (90% to date) (\$257,100.00), Less Amount Retained (10%) (\$25,710.00), Total Work Less Retention (\$231,390.00), Less Previous Amount Invoiced (\$229,320.00), and AMOUNT DUE THIS REQUEST (\$2,070.00).

(Requests are due by the 25th of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: January 18, 2023

Company: Midwest Automatic Fire Sprinkler Company
By: [Signature]
Print Name: Jerry Bernholtz
Title: President



### Attachment A

#### PAY REQUEST FORM (Please save a copy)

PROJECT NAME: 21-027 DC West Theater Addition

PAYMENT REQUEST NO.: 11 INVOICE NO: 809521

BILLING PERIOD FROM: 01/01/2023 TO: 01/31/2023

#### STATEMENT OF CONTRACT AMOUNT

1. Original Contract Amount	\$ <u>2,896,000.00</u>
2. Approved Change Orders	\$ <u>67,041.25</u>
2a. Needed Change Orders	\$ <u>0.00</u>
3. Adjusted Contract Amount	\$ <u>2,963,041.25</u>

#### PROGRESS BILLING

4. Work Completed on Contract ( <u>91.62</u> % to date) (SEE ATTACHED SCHEDULE OF VALUES)	\$ <u>2,714,737.96</u>
5. Less Amount Retained (10 %)	\$ <u>271,473.87</u>
6. Total Work Less Retention	\$ <u>2,443,264.09</u>
7. Less Previous Amount Invoiced	\$ <u>2,187,665.31</u>
8. AMOUNT DUE THIS REQUEST	\$ <u>255,598.78</u>

**(Requests are due by the 20th of the Month and must be emailed to [accountspayable@boydjones.biz](mailto:accountspayable@boydjones.biz). Paper and faxed copies will NOT be accepted)**

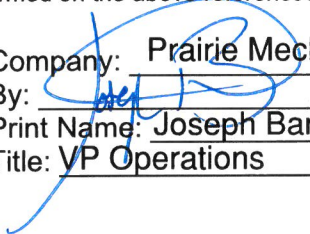
#### CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 01/19/2023

Company: Prairie Mechanical  
By:   
Print Name: Joseph Barnhart  
Title: VP Operations

## REQUEST FOR PAYMENT

From: Prairie Mechanical Corporation  
 2842 Tucker Street  
 Omaha, NE 68112

To: Boyd Jones Construction  
 950 S 10th Street  
 Suite 100  
 Omaha, NE 68108

Invoice: 809521  
 Draw: 11  
 Invoice date: 1/19/2023  
 Period ending date: 1/31/2023

Contract For:

**Request for payment:**

Original contract amount	\$2,896,000.00	
Approved changes	\$67,041.25	
Revised contract amount		\$2,963,041.25
Contract completed to date		\$2,714,737.96
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less retainage	\$271,473.87	
Total completed less retainage		\$2,443,264.09
Less previous requests	\$2,187,665.31	
Current request for payment		\$255,598.78
Current billing		\$283,998.64
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	\$28,399.86	
Current amount due		\$255,598.78
Remaining contract to bill	\$519,777.16	

Project: P-21-0063  
 Boyd Jones-Columbus Comm Bldg

Contract date:

Architect:

Scope:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	78,198.25	-11,157.00
Total approved this Month		
<b>TOTALS</b>	<b>78,198.25</b>	<b>-11,157.00</b>
<b>NET CHANGES by Change Order</b>	<b>67,041.25</b>	

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Boyd Jones Construction relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: Prairie Mechanical Corporation

State Of Nebraska

County Of Douglas

By: [Signature]

Subscribed and sworn to before me this 19 day of Jan, 2022

Date: 1-19-2023

Notary Public [Signature]  
 My commission expires: 11/23/2025

State of Nebraska – General Notary JULIE L. SAWYER My Commission Expires November 23, 2025
---

## REQUEST FOR PAYMENT DETAIL

Project: P-21-0063 / Boyd Jones-Columbus Comm

Invoice: 809521

Draw: 11

Period Ending Date: 1/31/2023

Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1	SF Material	8,330.80	7,081.18	416.54		7,497.72	90.00	833.08	749.77
2	SM Material	123,241.55	117,079.47	1,232.42		118,311.89	96.00	4,929.66	11,831.20
3	PL Material	245,722.52	233,436.39	2,457.23		235,893.62	96.00	9,828.90	23,589.37
4	SF Subcontractor	1.04	1.04			1.04	100.00		0.10
5	SM Subcontractor	300,426.18	240,340.94	6,008.53		246,349.47	82.00	54,076.71	24,634.94
6	PL Subcontractor	109,652.49	87,721.99	10,965.25		98,687.24	90.00	10,965.25	9,868.74
7	SF Equipment	26,082.65	26,082.65			26,082.65	100.00		2,608.27
8	SM Equipment	805,703.38	563,992.37	241,711.01		805,703.38	100.00		80,570.34
9	PL Equipment	213,748.33	160,311.25	10,687.41		170,998.66	80.00	42,749.67	17,099.87
10	SF Miscellaneous	63,929.61	63,929.61			63,929.61	100.00		6,392.98
11	SM Miscellaneous	109,909.15	109,909.15			109,909.15	100.00		10,990.91
12	PL Miscellaneous	108,670.74	108,670.74			108,670.74	100.00		10,867.08
13	SF Labor	40,577.86	24,346.72			24,346.72	60.00	16,231.14	2,434.68
14	SM Labor	393,118.60	353,806.74			353,806.74	90.00	39,311.86	35,380.68
15	PL Labor	346,885.10	277,508.08			277,508.08	80.00	69,377.02	27,750.82
16	CO #1	-11,157.00	-11,157.00			-11,157.00	100.00		-1,115.70
17	CO #2	5,483.00	5,483.00			5,483.00	100.00		548.30
18	CO #3	5,333.00	5,333.00			5,333.00	100.00		533.30
19	CO #4	11,882.00	11,882.00			11,882.00	100.00		1,188.20
20	CO #5	13,514.08	13,514.08			13,514.08	100.00		1,351.41
21	CO #6	400.92	400.92			400.92	100.00		40.09
22	CO #7	338.04	338.04			338.04	100.00		33.80
23	CO #8	114.14	114.14			114.14	100.00		11.41
24	CO #9	30,612.82	30,612.82			30,612.82	100.00		3,061.28
25	CO #10	8,509.40		8,509.40		8,509.40	100.00		850.94
26	CO #11	1,269.85		1,269.85		1,269.85	100.00		126.99
27	CO #12	741.00		741.00		741.00	100.00		74.10

Totals	2,963,041.25	2,430,739.32	283,998.64		2,714,737.96	91.62	248,303.29	271,473.87
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EXHIBIT A

PAY REQUEST FORM (Please Make Copies)

PROJECT NAME: 16-026 Columbus Civic Center
PAYMENT REQUEST NO.: 16 INVOICE NO: 213697
BILLING PERIOD FROM: 01/01/2023 TO: 01/31/2023

STATEMENT OF CONTRACT AMOUNT

Table with 2 columns: Description and Amount. Rows include Original Contract Amount (\$2,386,188.00), Approved Change Orders (\$325,838.00), Needed Change Orders (\$0), and Adjusted Contract Amount (\$2,712,026.00).

PROGRESS BILLING

Table with 2 columns: Description and Amount. Rows include Work Completed on Contract (91.38% to date) (\$2,478,136.09), Less Amount Retained (10%) (\$247,813.61), Total Work Less Retention (\$2,230,322.48), Less Previous Amount Invoiced (\$2,162,822.48), and AMOUNT DUE THIS REQUEST (\$67,500.00).

(Requests are due by the 25th of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 01/25/2023

Company: Kidwell, Inc
By: Jason Petersen
Print Name: Jason Petersen
Title: Accounting Team Lead

**Application and Certificate For Payment**

Invoice: 213697

To Owner: Boyd Jones Construction 950 South 10th Street Suite #100 Omaha, NE 68108  From (Contractor): Kidwell Inc. 3333 Folkways Circle Lincoln, NE 68504  Phone: 402 475-9151	Project: Boyd/Columbus Comm Bldg 2504 14th Street Columbus, NE 68601	Application No: 16 Date: 01/25/2023  Period To: 01/25/23  Architect's Project No:  Contract Date:
	Contractor Job Number: 21-0148-10  Via (Architect):  Contract For: 16026-16010	

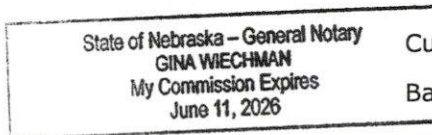
**Contractor's Application For Payment**

Change Order Summary	Additions	Deductions						
Change orders approved in previous months by owner	315,032.00	-2,297.00						
<table border="1"> <thead> <tr> <th>Number</th> <th>Date Approved</th> <th></th> </tr> </thead> <tbody> <tr> <td>CO 19</td> <td>01/09/23</td> <td>13,103.00</td> </tr> </tbody> </table> Change orders approved this month	Number	Date Approved		CO 19	01/09/23	13,103.00		
Number	Date Approved							
CO 19	01/09/23	13,103.00						
<b>Totals</b>	13,103.00							
<b>Net change by change orders</b>	325,838.00							

Original contract sum	2,386,188.00
Net change by change orders	325,838.00
Contract sum to date	2,712,026.00
Total completed and stored to date	2,478,136.09
Retainage	
10.0% of completed work	247,813.61
0.0% of stored material	0.00
Total retainage	247,813.61
Total earned less retainage	2,230,322.48
Less previous certificates of payment	2,162,822.48
0.000% of taxable amount	0.00
Current sales tax	0.00

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: [Signature] Date: 1/25/23  
 State of: Nebraska County of: Lancaster  
 Subscribed and sworn to before me this 25 day of January 2023 (year). Notary public: [Signature]  
 My commission expires June 11, 2026



Current payment due	<b>67,500.00</b>
Balance to finish, including retainage	481,703.52

**Architect's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to 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: \$ \_\_\_\_\_

Architect:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certification 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.

**Application and Certificate For Payment -- page 2**

To Owner: Boyd Jones Construction  
 From (Contractor): Kidwell Inc.  
 Project: Boyd/Columbus Comm Bldg

Application No: 16 Date: 01/25/23 Period To: 01/25/23  
 Contractor's Job Number: 21-0148-10  
 Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
001	Bond	23,625.00	23,625.00	0.00	0.00	23,625.00	100.00	0.00	2,362.50	
002	Project Managment	8,348.00	8,348.00	0.00	0.00	8,348.00	100.00	0.00	834.80	
003	Temp Power	14,379.00	14,379.00	0.00	0.00	14,379.00	100.00	0.00	1,437.90	
004	Underground Work/Equipment	64,474.00	56,737.90	1,200.00	0.00	57,937.90	89.86	6,536.10	5,793.79	
005	Branch Rough-in	569,871.00	569,871.00	0.00	0.00	569,871.00	100.00	0.00	56,987.10	
006	Branch Finish	51,826.00	12,955.00	0.00	0.00	12,955.00	25.00	38,871.00	1,295.50	
007	Feeders/Gear/Generator	418,511.00	418,510.00	0.00	0.00	418,510.00	100.00	1.00	41,851.00	
008	Light Fixtures & Controls	938,893.00	844,870.00	53,615.00	0.00	898,485.00	95.70	40,408.00	89,848.50	
009	Fire Alarm	105,132.00	78,860.00	5,245.00	0.00	84,105.00	80.00	21,027.00	8,410.50	
010	Cable Tray	8,123.00	8,123.00	0.00	0.00	8,123.00	100.00	0.00	812.30	
011	Data Cabling	183,006.00	133,100.00	4,150.00	0.00	137,250.00	75.00	45,756.00	13,725.00	
CO 1	Electrical Electrical	6,407.00	6,407.00	0.00	0.00	6,407.00	100.00	0.00	640.70	
CO 1.1	Cabling Cabling	-711.00	-711.00	0.00	0.00	-711.00	100.00	0.00	-71.10	
CO 10	Add end caps closure strips	7,641.00	3,820.00	0.00	0.00	3,820.00	49.99	3,821.00	382.00	
CO 11	Add Elec, Split Conf Rm 329	6,752.00	6,752.00	0.00	0.00	6,752.00	100.00	0.00	675.20	
CO 11.1	Add Elec, Split Conf Rm 329	1,048.00	1,048.00	0.00	0.00	1,048.00	100.00	0.00	104.80	
CO 12	Eliminate pow	-2,297.00	-2,297.00	0.00	0.00	-2,297.00	100.00	0.00	-229.70	
CO 13	Power for Cafe	1,637.00	818.50	0.00	0.00	818.50	50.00	818.50	81.85	
CO 14	CE 112 - Electrical Items Electrical	11,090.62	5,545.31	0.00	0.00	5,545.31	50.00	5,545.31	554.53	
CO 14.1	CE 112 - Cabling Items Cabling	-325.62	-325.62	0.00	0.00	-325.62	100.00	0.00	-32.56	
CO 15	Electrical Changes	39,514.00	19,757.00	0.00	0.00	19,757.00	50.00	19,757.00	1,975.70	
CO 16	T&M work for PR #57	41,653.00	41,653.00	0.00	0.00	41,653.00	100.00	0.00	4,165.30	
CO 17	Floor box community Billing Tota	2,765.00	1,400.00	0.00	0.00	1,400.00	50.63	1,365.00	140.00	
CO 18	Fire Alarm Devices	8,583.00	0.00	4,290.00	0.00	4,290.00	49.98	4,293.00	429.00	
CO 19	Multiple Changes to Contract	13,103.00	0.00	6,500.00	0.00	6,500.00	49.61	6,603.00	650.00	
CO 2	Dedicated Circuits	1,391.00	1,391.00	0.00	0.00	1,391.00	100.00	0.00	139.10	

**Application and Certificate For Payment -- page 3**

To Owner: Boyd Jones Construction  
 From (Contractor): Kidwell Inc.  
 Project: Boyd/Columbus Comm Bldg

Application No: 16 Date: 01/25/23  
 Contractor's Job Number: 21-0148-10  
 Architect's Project No:

Period To: 01/25/23

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
CO 3	Multiple changes to contract	22,007.00	22,007.00	0.00	0.00	22,007.00	100.00	0.00	2,200.70	
CO 3.1	Multiple changes to contract	207.00	207.00	0.00	0.00	207.00	100.00	0.00	20.70	
CO 4	Electrical	33,972.00	25,485.00	0.00	0.00	25,485.00	75.02	8,487.00	2,548.50	
CO 5	Add Electric	677.00	677.00	0.00	0.00	677.00	100.00	0.00	67.70	
CO 6	Multiple changes to contract	8,645.00	8,645.00	0.00	0.00	8,645.00	100.00	0.00	864.50	
CO 7	Change is per PR#030-Electrica	681.00	350.00	0.00	0.00	350.00	51.40	331.00	35.00	
CO 8	Oven Breaker Change	328.00	328.00	0.00	0.00	328.00	100.00	0.00	32.80	
CO 9	AV system Rough In Electrical	107,811.00	80,860.00	0.00	0.00	80,860.00	75.00	26,951.00	8,086.00	
CO 9.1	AV System Rough In Cabling	13,259.00	9,940.00	0.00	0.00	9,940.00	74.97	3,319.00	994.00	
<b>Application Total</b>		<b>2,712,026.00</b>	<b>2,403,136.09</b>	<b>75,000.00</b>	<b>0.00</b>	<b>2,478,136.09</b>	<b>91.38</b>	<b>233,889.91</b>	<b>247,813.61</b>	



**EXHIBIT A**

**PAY REQUEST FORM (PLEASE MAKE COPIES)**

PROJECT NAME: 16-026 Columbus Civic Center  
PAYMENT REQUEST NO.: 1 INVOICE NO.: 6856  
BILLING PERIOD FROM: 1/1/23 TO: 1/26/23

**STATEMENT OF CONTRACT AMOUNT**

- 1. Original Contract Amount \$ 97,480.00
- 2. Approved Change Orders \$ 28,512.93
- 2a. Needed Change Orders \$
- 3. Adjusted Contract Amount \$ 125,992.93

**PROGRESS BILLING**

- 4. Work Completed on Contract ( 23 % to date) \$ 29,113.31  
(SEE ATTACHED SCHEDULE OF VALUES)
- 5. Less Amount Retained (N/A) \$                      N/A
- 6. Total Work Less Retention \$
- 7. Less Previous Amount Invoiced \$
- 8. AMOUNT DUE THIS REQUEST \$ 29,113.31

**(Requests are due by the 25<sup>th</sup> of the Month)**

**CERTIFICATE OF THE SUBCONTRACTOR**

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: January 30, 2023

Company: Holt Woodworking dba HWI Custom Interiors

By: *Ben Holt*

Print Name: Ben J. Holt

Title: President

# Application and Certificate for Payment

# Invoice No: 6856

<b>To Owner:</b> BOYD JONES CONSTRUCTION 950 S. 10th St, Ste 100 OMAHA , NE 68108	<b>Project:</b> <b>Columbus Community Building</b> Columbus Community Building 2424 14th St. Columbus, NE 68601	<b>Application No:</b> 1	<b>Distribution to:</b> <input type="checkbox"/> Owner <input type="checkbox"/> Architect <input type="checkbox"/> Contractor <input type="checkbox"/> Field <input type="checkbox"/> Other
<b>From Contractor:</b> HWI Custom Interiors 1406 7th Avenue Council Bluffs, IA 51501	<b>Project Nos:</b> 21146 <b>Contract For:</b> Architectural Casework	<b>Period To:</b> 01/01/23 01/26/23 <b>Contract Date:</b> 10/20/22 <b>Via Architect:</b> <b>Via Const. Mgr:</b> Scott Brown <b>Due Date:</b> 02/28/23 <b>Customer PO:</b> 16026-6400R	

## Contractor's Application for Payment

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

<b>1. Original Contract Sum</b> .....	\$97,480.00
<b>2. Net change by Change Orders</b> .....	\$28,512.93
<b>3. Contract Sum to Date</b> .....	\$125,992.93
<b>4. Total Completed &amp; Stored to Date</b> .....	\$29,113.31
<b>5. Retainage</b>	
a. 0 % of Completed Work.....	\$0.00
b. 0 % of Stored Material.....	\$0.00
<b>Total Retainage</b> .....	\$0.00
<b>6. Total Earned Less Retainage</b> .....	\$29,113.31
<b>7. Less Previous Certificates for Payment</b> ....	\$0.00
<b>8. Current Payment Due</b> .....	\$29,113.31
<b>9. Balance to Finish, Including Retainage</b> .....	\$96,879.62

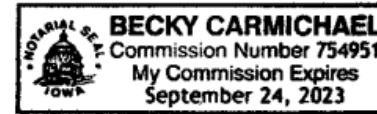
Change Order Summary	Additions	Deductions	
Total changes approved in previous periods by Owner	\$31,518.68	(\$9,066.34)	
Total approved this period	\$6,060.59	\$0.00	
<b>Totals</b>	\$37,579.27	(\$9,066.34)	
<b>NET CHANGES by Change Order</b>	\$28,512.93		

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 which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Contractor:** HWI Custom Interiors  
By: \_\_\_\_\_ *Bruce Holt* Date: 01/26/23

**State of:** IA  
**County of:**

Subscribed and sworn to before me this  
26th day of Jan, 2023.



**Notary Public** Becky Carmichael  
**My Commission expires:** 9/2023

*Becky Carmichael*

## Architect's Certificate for Payment

In accordance with the Contract Documents, based on the on-site observations and the data comprising this 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 Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**Amount Certified**..... **\$29,113.31**  
*(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)*

### Construction Manager:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Architect:** *(NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)*

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

## Attachment A

PAY REQUEST FORM (Please save a copy)

PROJECT NAME: 16-026 Columbus Civic Center  
 PAYMENT REQUEST NO.: 3 INVOICE NO: 23-100076  
 BILLING PERIOD FROM: 1/01/23 TO: 1/31/23

### STATEMENT OF CONTRACT AMOUNT

1. Original Contract Amount	\$ <u>37,207<sup>36</sup></u>
2. Approved Change Orders	\$ <u>1,722<sup>63</sup></u>
2a. Needed Change Orders	\$ <u>—</u>
3. Adjusted Contract Amount	\$ <u>38,929<sup>99</sup></u>

### PROGRESS BILLING

4. Work Completed on Contract ( <u>    </u> % to date) (SEE ATTACHED SCHEDULE OF VALUES)	\$ <u>16,303<sup>89</sup></u>
5. Less Amount Retained (10 %)	\$ <u>1,630<sup>38</sup></u>
6. Total Work Less Retention	\$ <u>14,673<sup>51</sup></u>
7. Less Previous Amount Invoiced	\$ <u>9,000</u>
8. AMOUNT DUE THIS REQUEST	\$ <u>5,673<sup>51</sup></u>

**(Requests are due by the 20th of the Month and must be emailed to [accountspayable@boydjones.biz](mailto:accountspayable@boydjones.biz). Paper and faxed copies will NOT be accepted)**

### CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 1/20/23

Company: Custom Woodworks  
 By: [Signature]  
 Print Name: Mark Gingery  
 Title: President

**BILLING WORKSHEET**

**8028 Columbus Community Center**

**Client Name:** Boyd Jones Construction  
**Project Name:** 8028 Columbus Community Center  
**Project Number:** P-22-1185

**Application Number:** 3  
**Application Date:** 1/20/2023  
**Period To:** 1/31/2023  
**Contract #** 0

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D COMPLETED PREVIOUS PERIODS	E COMPLETED THIS PERIOD	F MATERIALS STORED	G TOTAL COMPLETED & STORED	H % COMPLETED	I BALANCE TO FINISH	J RETAINAGE 10.00%
<b>Original Contract:</b>									
1	Front Porch	6,616.99	1,778.55	0.00	992.65	2,771.20	41.88%	3,845.79	277.12
2	- Stair A, C, & D	4,222.02	1,134.79	0.00	633.39	1,768.18	41.88%	2,453.84	176.82
3	101 - Lobby	6,757.68	1,816.15	0.00	1,013.97	2,830.12	41.88%	3,927.56	283.01
4	203 - Library	14,272.18	3,835.75	0.00	2,141.44	5,977.19	41.88%	8,294.99	597.72
5	313 - Corridor	2,527.50	679.26	0.00	379.26	1,058.52	41.88%	1,468.98	105.85
6	Stair B - Light Cap Trim	2,810.99	755.50	0.00	421.74	1,177.24	41.88%	1,633.75	117.72
<b>Total Original Contract:</b>		<b>\$ 37,207.36</b>		<b>\$ -</b>	<b>\$ 5,582.45</b>	<b>\$ 15,582.45</b>		<b>\$ 21,624.91</b>	<b>\$ 1,558.24</b>
<b>Approved Changes:</b>									
0		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
<b>Total</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>
<b>Current Contract:</b>		<b>\$ 38,929.99</b>	<b>\$ 10,000.00</b>	<b>\$ -</b>	<b>\$ 6,303.89</b>	<b>\$ 16,303.89</b>		<b>\$ 22,626.10</b>	<b>\$ 1,630.38</b>
<b>Pending Changes:</b>									

EXHIBIT A

PAY REQUEST FORM (**Please Make Copies**)

PROJECT NAME: 16-026 Columbus Civic Center

PAYMENT REQUEST NO.: 014

INVOICE NO: 16646-014

BILLING PERIOD FROM: 12/20/2022

TO: 01/20/2023

**STATEMENT OF CONTRACT AMOUNT**

1. Original Contract Amount	\$ <u>2,762,569.00</u>
2. Approved Change Orders	\$ <u>178,801.27</u>
2a. Needed Change Orders	\$ <u>0</u>
3. Adjusted Contract Amount	\$ <u>2,941,370.27</u>

**PROGRESS BILLING**

4. Work Completed on Contract ( <u>89.54</u> % to date) (SEE ATTACHED SCHEDULE OF VALUES)	\$ <u>2,633,564.52</u>
5. Less Amount Retained (5.00%)	\$ <u>131,678.25</u>
6. Total Work Less Retention	\$ <u>2,501,886.27</u>
7. Less Previous Amount Invoiced	\$ <u>2,384,590.25</u>
8. AMOUNT DUE THIS REQUEST	\$ <u>117,296.02</u>

(Requests are due by the **25th** of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 1/25/2023

Company: E&K of Omaha, Inc.

By: 

Print Name: Greg Williamsen

Title: President

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: BOYD JONES CONSTRUCTION  
SADDLE CREEK STATION  
P O BOX 31336  
OMAHA, NE 68131

PROJECT: COLUMBUS COMMUNITY BUILDING  
2424 S 14th STREET  
COLUMBUS, NE 68601

APPLICATION NO: 14  
PERIOD TO: 1/20/2023  
PROJECT NOS:

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR: E & K of Omaha, Inc  
13864 L Street  
Omaha, NE 68137

VIA ARCHITECT:

CONTRACT DATE:  
INVOICE NUMBER: 16646-014  
JOB ID: 16646

CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	2,762,569.00
2. Net change by Change Orders	\$	178,801.27
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,941,370.27
4. TOTAL COMPLETED & STORED TO DATE	\$	2,633,564.52
(Column G on Detail Sheets)		
5. RETAINAGE		
a. 5.00 % of Completed Work	\$	131,678.25
(Columns D + E on Detail Page)		
b. 0.00 % of Stored Material	\$	0.00
(Column F on Detail Page)		
Total Retainage (Line 5a + 5b or		
Total in Column I of Detail Page)	\$	131,678.25
6. TOTAL EARNED LESS RETAINAGE	\$	2,501,886.27
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	\$	2,384,590.25
8. CURRENT PAYMENT DUE	\$	117,296.02
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	439,484.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	284,105.00	125,923.73
Total approved this Month	20,620.00	0.00
TOTALS	304,725.00	125,923.73
NET CHANGES by Change Order		178,801.27

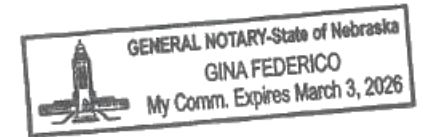
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: Greg Williamsen Date: January 25, 2023

State of: Nebraska  
County of: Douglas  
Subscribed and sworn to before me this 25th day of January 2023

Notary Public: Gina Federico  
My Commission expires: March 3, 2026



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$ 117,296.02

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

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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.

# CONTINUATION SHEET

**APPLICATION AND CERTIFICATE FOR PAYMENT**

containing Contractor's signed Certification, is attached.

Use Column 1 on Contracts where variable retainage for line items may apply.

(Version 11.1.3)

APPLICATION NO: 14

APPLICATION DATE: 1/25/2023

PERIOD TO: 1/20/2023

ARCHITECT'S PROJECT NO:

INVOICE NUMBER: 16646-014

JOB ID: 16646

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
100	Mobilization	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00	0.00	750.00
105	Mock Up	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00	0.00	375.00
110	Bid Bond	27,185.00	27,185.00	0.00	0.00	27,185.00	100.00	0.00	1,359.25
115	Exterior Framing/Sheathing								
116	Labor	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00	0.00	15,000.00
117	Material	350,000.00	350,000.00	0.00	0.00	350,000.00	100.00	0.00	17,500.00
120	Air Barrier	68,000.00	68,000.00	0.00	0.00	68,000.00	100.00	0.00	3,400.00
125	Spray Foam	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00	0.00	2,250.00
130	Unistrut	35,500.00	0.00	0.00	0.00	0.00	0.00	35,500.00	0.00
135	Interior Framing								
136	1st floor								
137	Labor	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00	0.00	3,750.00
138	Material	125,000.00	125,000.00	0.00	0.00	125,000.00	100.00	0.00	6,250.00
140	2nd floor								
141	Labor	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00	0.00	3,750.00
142	Material	125,000.00	125,000.00	0.00	0.00	125,000.00	100.00	0.00	6,250.00
145	3rd floor								
146	Labor	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00	0.00	3,500.00
147	Material	115,000.00	115,000.00	0.00	0.00	115,000.00	100.00	0.00	5,750.00
150	Drywall								
151	1st floor								
152	Labor	110,000.00	107,800.00	0.00	0.00	107,800.00	98.00	2,200.00	5,390.00
153	Material	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00	0.00	4,500.00
155	2nd Floor								
156	Labor	110,000.00	107,800.00	0.00	0.00	107,800.00	98.00	2,200.00	5,390.00
157	Material	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00	0.00	4,500.00
160	3rd floor								
161	Labor	90,000.00	85,500.00	0.00	0.00	85,500.00	95.00	4,500.00	4,275.00
	Page Total	<b>1,923,185.00</b>	<b>1,878,785.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,878,785.00</b>	<b>97.69</b>	<b>44,400.00</b>	<b>93,939.25</b>

# CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed Certification, is attached.

Use Column 1 on Contracts where variable retainage for line items may apply.

(Version 11.1.3)

APPLICATION NO: 14

APPLICATION DATE: 1/25/2023

PERIOD TO: 1/20/2023

ARCHITECT'S PROJECT NO:

INVOICE NUMBER: 16646-014

JOB ID: 16646

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
162	Material	80,000.00	80,000.00	0.00	0.00	80,000.00	100.00	0.00	4,000.00
165	Finishing								
166	1st floor								
167	Labor	55,000.00	49,500.00	2,750.00	0.00	52,250.00	95.00	2,750.00	2,612.50
168	Material	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	250.00
170	2nd Floor								
171	Labor	55,000.00	44,000.00	8,250.00	0.00	52,250.00	95.00	2,750.00	2,612.50
172	Material	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	250.00
175	3rd Floor								
176	Labor	50,000.00	12,500.00	12,500.00	0.00	25,000.00	50.00	25,000.00	1,250.00
177	Material	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	250.00
180	ACT								
181	1st Floor								
182	Labor	9,000.00	0.00	2,250.00	0.00	2,250.00	25.00	6,750.00	112.50
183	Material	20,000.00	0.00	10,000.00	0.00	10,000.00	50.00	10,000.00	500.00
185	2nd Floor								
186	Labor	15,000.00	0.00	3,750.00	0.00	3,750.00	25.00	11,250.00	187.50
187	Material	40,000.00	0.00	20,000.00	0.00	20,000.00	50.00	20,000.00	1,000.00
190	3rd floor								
191	Labor	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00	0.00
192	Material	78,759.00	0.00	39,379.50	0.00	39,379.50	50.00	39,379.50	1,968.98
195	RULON Ceilings	395,625.00	296,718.75	0.00	0.00	296,718.75	75.00	98,906.25	14,835.94
1000	Change Order 1	186,000.00	186,000.00	0.00	0.00	186,000.00	100.00	0.00	9,300.00
1050	Change Order 2	(25,260.00)	(25,260.00)	0.00	0.00	(25,260.00)	100.00	0.00	(1,263.00)
1100	Change Order 3	2,250.00	2,250.00	0.00	0.00	2,250.00	100.00	0.00	112.50
1150	Change Order 4	480.00	480.00	0.00	0.00	480.00	100.00	0.00	24.00
1200	Change Order 5	(1,375.00)	(1,375.00)	0.00	0.00	(1,375.00)	100.00	0.00	(68.75)
1250	Change Order 6	5,145.00	5,145.00	0.00	0.00	5,145.00	100.00	0.00	257.25
	Page Total	<b>1,006,624.00</b>	<b>664,958.75</b>	<b>98,879.50</b>	<b>0.00</b>	<b>763,838.25</b>	<b>75.88</b>	<b>242,785.75</b>	<b>38,191.92</b>

# CONTINUATION SHEET

**APPLICATION AND CERTIFICATE FOR PAYMENT**

containing Contractor's signed Certification, is attached.

Use Column 1 on Contracts where variable retainage for line items may apply.

(Version 11.1.3)

APPLICATION NO: 14

APPLICATION DATE: 1/25/2023

PERIOD TO: 1/20/2023

ARCHITECT'S PROJECT NO:

INVOICE NUMBER: 16646-014

JOB ID: 16646

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
1300	Change Order 7	14,220.00	14,220.00	0.00	0.00	14,220.00	100.00	0.00	711.00
1350	Change Order 8	270.00	270.00	0.00	0.00	270.00	100.00	0.00	13.50
1400	Change Order 9	34,870.00	34,870.00	0.00	0.00	34,870.00	100.00	0.00	1,743.50
1450	Change Order 10	13,995.00	13,995.00	0.00	0.00	13,995.00	100.00	0.00	699.75
1500	Change Order 11	2,285.00	2,285.00	0.00	0.00	2,285.00	100.00	0.00	114.26
1550	Change Order 12	1,700.00	0.00	1,700.00	0.00	1,700.00	100.00	0.00	85.00
1600	Change Order 13	(27,288.73)	(27,288.73)	0.00	0.00	(27,288.73)	100.00	0.00	(1,364.43)
1650	Change Order 14	22,890.00	0.00	22,890.00	0.00	22,890.00	100.00	0.00	1,144.50
1700	Change Order 15	(72,000.00)	(72,000.00)	0.00	0.00	(72,000.00)	100.00	0.00	(3,600.00)
1750	Change Order 16	20,620.00	0.00	0.00	0.00	0.00	0.00	20,620.00	0.00
	Page Total	11,561.27	(33,648.73)	24,590.00	0.00	(9,058.73)	(78.35)	20,620.00	(452.92)
	Grand Total	2,941,370.27	2,510,095.02	123,469.50	0.00	2,633,564.52	89.54	307,805.75	131,678.25

EXHIBIT A

PAY REQUEST FORM (**Please Make Copies**)

PROJECT NAME: 16-026 Columbus Community Center

PAYMENT REQUEST NO.: 4 INVOICE NO: Pay App 4

BILLING PERIOD FROM: 01.01.2023 TO: 01.31.2023

**STATEMENT OF CONTRACT AMOUNT**

1. Original Contract Amount	\$ <u>177,820.00</u>
2. Approved Change Orders	\$ _____
2a. Needed Change Orders	\$ _____
3. Adjusted Contract Amount	\$ <u>177,820.00</u>

**PROGRESS BILLING**

4. Work Completed on Contract ( <u>53.8</u> % to date) \$ <u>95,600.00</u> (SEE ATTACHED SCHEDULE OF VALUES)	
5. Less Amount Retained (10 %)	\$ <u>9,560.00</u>
6. Total Work Less Retention	\$ <u>86,040.00</u>
7. Less Previous Amount Invoiced	\$ <u>30,492.00</u>
8. AMOUNT DUE THIS REQUEST	\$ <u>55,548.00</u>

(Requests are due by the **25th** of the Month)

**CERTIFICATE OF THE SUBCONTRACTOR**

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 01.24.2023

Company: SGH Redglaze Holdings, Inc

By: Janelle Comer

Print Name: Janelle Comer

Title: Office Manager

TO: Boyd Jones Construction
950 S 10th St
Suite 100
Omaha, NE, 68108

PROJECT: Columbus Comm. Center Library Bldg
14th St. &23rd Ave.
Columbus NE 68601

APPLICATION NO: 4
PERIOD TO: 1/31/2023
CONTRACT DATE: 10/13/2021
BILLING CUTOFF 25
SGH PROJECT NO: PR21000421
CONTRACT NO: 16026-10650R
CUSTOMER NO:

FROM CONTRACTOR: SGH Redglaze Holdings Inc
742 N 109th Court
Omaha NE 68154

CONTRACT FOR: Columbus Comm. Center Library Bldg

CONTRACTOR'S APPLICATION FOR PAYMENT

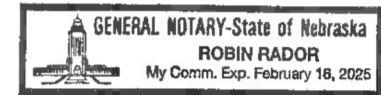
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

Table with 2 columns: Description and Amount. Rows include: 1. ORIGINAL CONTRACT SUM (\$177,820.00), 2. Net Change by Change Orders (\$0.00), 3. CONTRACT SUM TO DATE (Line 1+2) (\$177,820.00), 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) (\$95,600.00), 5. RETAINAGE: 10.00 (\$9,560.00), 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) (\$86,040.00), 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) (\$30,492.00), 8. CURRENT PAYMENT DUE (\$55,548.00), 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6 Total) (\$91,780.00)

CHANGE ORDER SUMMARY table with columns: ADDITIONS, DEDUCTIONS. Rows: Total changes approved in previous months by (\$0.00), Total Approved this Month (\$0.00), TOTAL (\$0.00), NET CHANGES by Change Order (\$0.00)

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: SGH Redglaze Holdings, Inc.

By: [Signature] Date: 1/24/23
State of: Nebraska County of: Douglas
Subscribed and sworn to before me this 24th day of January, 2023
Notary Public: [Signature]
My Commission expires: 02.16.2025



Certification For Payment

In accordance with the Contract Documents, based evaluations of the Work and the data comprising the application, the Construction Manager and Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....

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

By: \_\_\_\_\_ Date \_\_\_\_\_

ARCHITECT:

(NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architects Certification is not required)

By: \_\_\_\_\_ Date \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the prejudice to any rights of the Owner or Contractor under this Contract.

**Document G703**  
**Continuation Sheet**

APPLICATION NO: 4  
 PERIOD TO: 1/31/2023  
 SGH PROJECT NO: PR21000421

DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	% COMP	BALANCE TO FINISH	RETAINAGE HELD
		FROM PREVIOUS APPLICATION	THIS PERIOD					
Material - Modernfold_Encore	\$55,800.00	\$11,380.00	\$0.00	\$0.00	\$11,380.00	20.4 %	\$44,420.00	\$1,138.00
Folding Partition Fabric - Stored	\$14,100.00	\$14,100.00	\$0.00	\$0.00	\$14,100.00	100.0 %	\$0.00	\$1,410.00
Installation/ Equipment - Modernfold_Encore	\$16,800.00	\$8,400.00	\$0.00	\$0.00	\$8,400.00	50.0 %	\$8,400.00	\$840.00
Material - Smoke Guard_M4000	\$61,720.00	\$0.00	\$0.00	\$61,720.00	\$61,720.00	100.0 %	\$0.00	\$6,172.00
Installation/Equipment - Smoke Guard_M4000	\$29,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0 %	\$29,400.00	\$0.00
<b>Totals:</b>	<b>\$177,820.00</b>	<b>\$33,880.00</b>	<b>\$0.00</b>	<b>\$61,720.00</b>	<b>\$95,600.00</b>	<b>53.8 %</b>	<b>\$82,220.00</b>	<b>\$9,560.00</b>



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

**TO (OWNER):** City of Columbus  
2424 14th Street  
COLUMBUS, NE 68601

**PROJECT:** COLUMBUS FIRE STATION #2  
424 8th Street  
Columbus, NE 68601

**APPLICATION NO:** 10  
**PERIOD TO:** 1/31/2023

**DISTRIBUTION TO:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**FROM (CONTRACTOR):** B-D Construction, Inc.  
2154 East 32nd Avenue  
Columbus, NE 68601

**VIA (ARCHITECT):** WSKF, Inc.  
110 Armour Road  
North Kansas City, MO 64116

**ARCHITECT'S PROJECT NO:** 20023

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** 5/16/2022

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

<b>1. ORIGINAL CONTRACT SUM</b> .....	\$	<u>1,802,494.00</u>
<b>2. Net Change by Change Orders</b> .....	\$	<u>110,279.38</u>
<b>3. CONTRACT SUM TO DATE</b> (Line 1 + 2) .....	\$	<u>1,912,773.38</u>
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> .....	\$	<u>1,463,658.79</u>
<b>5. RETAINAGE:</b>		
a. <u>5.00</u> % of Completed Work	\$	<u>67,920.15</u>
b. <u>5.00</u> % of Stored Material	\$	<u>5,262.80</u>
Total retainage (Line 5a + 5b) .....	\$	<u>73,182.95</u>
<b>6. TOTAL EARNED LESS RETAINAGE</b> .....	\$	<u>1,390,475.84</u>
(Line 4 less Line 5 Total)		
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate) .....	\$	<u>1,300,018.24</u>
<b>8. CURRENT PAYMENT DUE</b> .....	\$	<u>90,457.60</u>
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 less Line 6)	\$	<u>522,297.54</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	110,279.38	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	110,279.38	0.00
<b>NET CHANGES by Change Order</b>	110,279.38	

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.

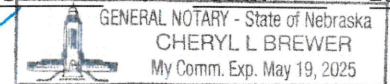
**CONTRACTOR:** B-D Construction, Inc.  
2154 East 32nd Avenue Columbus, NE 68601

By: Bryan L. Kearney / Treasurer Date: 1.31.23

State of: NE  
County of: Platte

Subscribed and Sworn to before me this 31st Day of Jan. 2023

Notary Public: Cheryl L Brewer  
My Commission Expires: May 19, 2025



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

**AMOUNT CERTIFIED:** ..... \$ 90,457.60

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

**ARCHITECT:** WSKF, INC  
By: [Signature] Date: 2.1.23

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.

Richard J. Bogue 2-14-2023

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

**TO (OWNER):** City of Columbus  
2424 14th Street  
COLUMBUS, NE 68601

**PROJECT:** COLUMBUS FIRE STATION #2  
424 8th Street  
Columbus, NE 68601

**APPLICATION NO:** 10  
**PERIOD TO:** 1/31/2023

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

**FROM (CONTRACTOR):** B-D Construction, Inc.  
2154 East 32nd Avenue  
Columbus, NE 68601

**VIA (ARCHITECT):** WSKF, Inc.  
110 Armour Road  
North Kansas City, MO 64116

**ARCHITECT'S PROJECT NO:** 20023

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** 5/16/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	94,881.00	44,414.60	9,450.12	0.00	53,864.72	56.77	41,016.28	2,693.24
2	Select Demolition	14,451.00	14,451.00	0.00	0.00	14,451.00	100.00	0.00	722.55
3	Reinforcing Steel	10,653.00	10,653.00	0.00	0.00	10,653.00	100.00	0.00	532.65
4	Concrete Foundations	37,641.00	37,641.00	0.00	0.00	37,641.00	100.00	0.00	1,882.05
5	Concrete Flatwork	59,500.00	59,500.00	0.00	0.00	59,500.00	100.00	0.00	2,975.00
6	Masonry	57,550.00	57,550.00	0.00	0.00	57,550.00	100.00	0.00	2,877.50
7	Structural Steel	16,711.00	16,711.00	0.00	0.00	16,711.00	100.00	0.00	835.55
8	Rough Carpentry	67,391.00	62,235.00	2,500.00	0.00	64,735.00	96.06	2,656.00	3,236.75
9	Plastic Laminate Cabinets	20,364.00	0.00	0.00	0.00	0.00	0.00	20,364.00	0.00
10	Metal Roof & Wall Panels	80,046.00	80,046.00	0.00	0.00	80,046.00	100.00	0.00	4,002.30
11	Snow Retention	2,301.00	0.00	0.00	0.00	0.00	0.00	2,301.00	0.00
12	Joint Sealants	3,695.00	0.00	0.00	0.00	0.00	0.00	3,695.00	0.00
13	Door / Frames / Hardware	60,425.00	0.00	9,361.00	44,951.00	54,312.00	89.88	6,113.00	2,715.60
14	Sectional Doors	10,648.00	0.00	0.00	0.00	0.00	0.00	10,648.00	0.00
15	Aluminum Storefronts	23,327.00	0.00	23,327.00	0.00	23,327.00	100.00	0.00	1,166.35
16	Aluminum Windows	10,213.00	10,213.00	0.00	0.00	10,213.00	100.00	0.00*	510.65
17	Metal Framing / Gypsum	206,280.00	171,920.00	21,820.00	0.00	193,740.00	93.92	12,540.00	9,687.00
18	Tiling	13,304.00	0.00	0.00	4,415.00	4,415.00	33.19	8,889.00	220.75
19	Acoustical Ceilings	8,800.00	0.00	0.00	0.00	0.00	0.00	8,800.00	0.00
20	Resilient Flooring / Carpet	31,850.00	0.00	0.00	17,349.00	17,349.00	54.47	14,501.00	867.45
21	Resinous Flooring	7,347.00	0.00	0.00	0.00	0.00	0.00	7,347.00	0.00

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

**TO (OWNER):** City of Columbus  
 2424 14th Street  
 COLUMBUS, NE 68601

**PROJECT:** COLUMBUS FIRE STATION #2  
 424 8th Street  
 Columbus, NE 68601

**APPLICATION NO:** 10  
**PERIOD TO:** 1/31/2023

**DISTRIBUTION TO:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**FROM (CONTRACTOR):** B-D Construction, Inc.  
 2154 East 32nd Avenue  
 Columbus, NE 68601

**VIA (ARCHITECT):** WSKF, Inc.  
 110 Armour Road  
 North Kansas City, MO 64116

**ARCHITECT'S PROJECT NO:** 20023

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** 5/16/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Painting	28,523.00	0.00	0.00	0.00	0.00	0.00	28,523.00	0.00
23	Signage	2,544.00	0.00	0.00	0.00	0.00	0.00	2,544.00	0.00
24	Wall Protection	741.00	0.00	0.00	0.00	0.00	0.00	741.00	0.00
25	Toilet Accessories	5,526.00	0.00	0.00	0.00	0.00	0.00	5,526.00	0.00
26	Turnout Gear Lockers	32,800.00	0.00	0.00	28,536.00	28,536.00	87.00	4,264.00	1,426.80
27	Metal Lockers	11,500.00	0.00	0.00	10,005.00	10,005.00	87.00	1,495.00	500.25
28	Roller Shades	2,680.00	0.00	0.00	0.00	0.00	0.00	2,680.00	0.00
29	Quartz Counters	7,700.00	0.00	0.00	0.00	0.00	0.00	7,700.00	0.00
30	Fire Sprinklers	4,500.00	2,500.00	0.00	0.00	2,500.00	55.56	2,000.00	125.00
31	Mechanical	345,450.00	345,450.00	0.00	0.00	345,450.00	100.00	0.00	17,272.50
32	Electrical	279,247.00	163,295.00	31,289.00	0.00	194,584.00	69.68	84,663.00	9,729.20
33	Earthwork	23,626.00	19,110.00	0.00	0.00	19,110.00	80.89	4,516.00	955.50
34	Turf and Irrigation	8,725.00	0.00	0.00	0.00	0.00	0.00	8,725.00	0.00
35	Fees	98,115.00	48,663.16	5,378.41	0.00	54,041.57	55.08	44,073.43	2,702.08
36	Insurance	1,445.00	680.00	200.00	0.00	880.00	60.90	565.00	44.00
37	Performance Bond	17,500.00	17,500.00	0.00	0.00	17,500.00	100.00	0.00	875.00
38	Alternate #1	37,782.00	37,782.00	0.00	0.00	37,782.00	100.00	0.00	1,889.10
39	Alternate #2	56,712.00	0.00	0.00	0.00	0.00	0.00	56,712.00	0.00
40	Change Order #1	110,279.38	54,762.50	0.00	0.00	54,762.50	49.66	55,516.88	2,738.13
<b>REPORT TOTALS</b>		<b>\$1,912,773.38</b>	<b>\$1,255,077.26</b>	<b>\$103,325.53</b>	<b>\$105,256.00</b>	<b>\$1,463,658.79</b>	<b>76.52</b>	<b>\$449,114.59</b>	<b>\$73,182.95</b>

4.I. Finance Department reports.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS  
 FROM 10/01/2022 TO 01/31/2023  
 FUND: ALL FUNDS  
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2022	Total Debits	Total Credits	Ending Balance 01/31/2023
100	GENERAL FUND	8,412,332.75	7,164,595.16	12,446,394.42	3,130,533.49
160	PLATTE CO LIBRARY SERVICE	92,538.14	865.03	131.50	93,271.67
175	ARP ACT FUNDS	4,166,798.73	38,950.58	5,921.26	4,199,828.05
189	PERPETUAL CARE	80,010.61	747.92	113.70	80,644.83
200	STREETS/ENGINEERING	3,025,570.62	2,958,106.29	2,611,788.39	3,371,888.52
205	AIRPORT	891,485.32	167,074.04	137,092.58	921,466.78
210	SALES TAX	8,385,713.77	2,097,556.05	2,024,079.62	8,459,190.20
211	1/2 CENT SALES TAX	3,148,083.19	1,925,662.78	994,872.57	4,078,873.40
220	COMMUNICATIONS - E911	175,095.28	423,313.84	458,897.45	139,511.67
221	COMMUNICATIONS - WIRELESS E911	184,891.70	45,852.35	29,460.65	201,283.40
225	COMMUNICATIONS-EC-911 EQUIPMENT	(17,540.46)	1,554.00	263,431.99	(279,418.45)
240	HOUSING REHAB & LOANS	53,081.61	15,642.85	5,871.01	62,853.45
260	PROGRESS AND JOBS GROWTH	1,478,858.32	235,290.18	42,261.99	1,671,886.51
270	KENO	952,792.93	187,105.79	229,489.07	910,409.65
400	DEBT SERVICE FUND	2,824,592.29	1,812,294.15	3,316,380.23	1,320,506.21
480	COMMUNITY REDEVL AUTH	406,403.73	89,716.40	393,839.09	102,281.04
500	UTILITY SERVICE	14,520,268.27	6,221,120.53	6,415,424.09	14,325,964.71
520	WATER	14,236,189.31	2,051,306.16	1,241,181.59	15,046,313.88
530	LOUP DISTRIBUTION	1,473,631.35	1,249,410.32	1,320,727.06	1,402,314.61
560	STORMWATER UTILITY	938,964.09	147,122.91	39,512.45	1,046,574.55
570	SOLID WASTE DIVISION	3,051,377.77	829,881.77	511,586.04	3,369,673.50
600	HEALTH INSURANCE	2,329,109.10	376,087.08	335,344.04	2,369,852.14
710	FIRE PENSION	84,269.73	777.31	2,554.07	82,492.97
730	LICENSES TO SCHOOLS	4,695.00	10,287.50	4,695.00	10,287.50
740	LIBRARY FOUNDATION	3,471,812.75	0.00	0.00	3,471,812.75
745	LIBRARY ENDOWMENT	2,070,620.49	0.00	0.00	2,070,620.49
750	GERRARD PARK TRUST	135,384.68	4,154.48	0.00	139,539.16
999	PAYROLL CLEARING	69,871.53	3,082,580.68	3,068,340.79	84,111.42
	TOTAL - ALL FUNDS	76,646,902.60	31,137,056.15	35,899,390.65	71,884,568.10

4.J. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02057 02/22/2023	A TO Z MESSAGING INVOICE	16239	ANSWERING SERVICE	125.00	
			Total:	125.00	
			Net of 1 Invoices / 0 Checks	125.00	
00116 02/22/2023	ACE HARDWARE & GARDEN CNT INVOICE	191615/5	NUTS, BOLS, LYNCH PIN	12.11	
02/22/2023	INVOICE	191763/5	PROPANE	129.33	
02/22/2023	INVOICE	191789/5	NUTS, BOLTS, SCREWS	14.48	
02/22/2023	INVOICE	191817/5	BULB	8.99	
02/22/2023	INVOICE	191813/5	FLAP DISC	22.57	
02/22/2023	INVOICE	191826/5	GLOVES, NUTS, BOLTS	36.57	
02/22/2023	INVOICE	191688/5	TEE, ELBOW, CAP, PVC PRESSURE PIPE	74.28	
02/22/2023	INVOICE	191686/5	SILICONE, CAULK	12.58	
02/22/2023	INVOICE	191682/5	PLUG, BUSHINGS, ADAPTER, TEE, ELBOW	32.71	
02/22/2023	INVOICE	191657/5	PROPANE	129.33	
02/22/2023	INVOICE	191743/5	HANGER STORAGE, QUICK LINK, LINK CHAIN	35.51	
			Total:	508.46	
			Net of 11 Invoices / 0 Checks	508.46	
03104 02/22/2023	ACE SANITATION SERVICE INC. INVOICE	488630049316	GARBAGE SERVICE 01/01-01/31	55.00	
02/22/2023	INVOICE	488630049328	GARBAGE SERVICE JANUARY	55.00	
			Total:	110.00	
			Net of 2 Invoices / 0 Checks	110.00	
00180 02/22/2023	ADVANCE AUTO PARTS INVOICE	5606303761019	RETURN - FUEL & OIL FILTER	(96.06)	
02/22/2023	INVOICE	5606303460951	AIR FILTER	8.50	
02/22/2023	INVOICE	5606303861050	FRONT IMPACT SENSOR	145.59	
02/22/2023	INVOICE	5606303961064	OIL FILTER	2.89	
02/22/2023	INVOICE	5606303761012	OIL FILTER	2.62	
02/22/2023	INVOICE	5606304040978	RETURN - LUBE SPIN-ON	(10.84)	
02/22/2023	INVOICE	5606303861030	LUBE	13.47	
02/22/2023	INVOICE	5606303060775	TRANSMISSION FILTER	(25.89)	
02/22/2023	INVOICE	5606303060771	RETURN - BEDLINER	(152.90)	
02/22/2023	INVOICE	5606303411207	FUEL, OIL & AIR FILTERS, 15W40, 5W20, LUBE :	279.02	
			Total:	166.40	
			Net of 10 Invoices / 0 Checks	166.40	
00102 02/22/2023	AG SPRAY EQUIPMENT INVOICE	631931	HOSE BARB, HOSE CLAMP	56.00	
			Total:	56.00	
			Net of 1 Invoices / 0 Checks	56.00	
00418 02/22/2023	AQUA-CHEM INC INVOICE	00201468	CHEMICALS	803.20	
			Total:	803.20	
			Net of 1 Invoices / 0 Checks	803.20	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10561	ARNOLD MOTOR SUPPLY				
02/22/2023	INVOICE	78NV059469	HYDRAULIC FILTER	89.61	
02/22/2023	INVOICE	78NV059620	HYDRAULIC FILTER	126.61	
02/22/2023	INVOICE	78NV059789	AIR FILTER, PRIME 50/50 GAL	45.42	
02/22/2023	INVOICE	78NV060767	5W30 SYN	41.75	
02/22/2023	INVOICE	78NV060787	5W30 SYN	13.34	
02/22/2023	INVOICE	78NV060516	RAPERED BEARING, OIL SEAL	289.60	
02/22/2023	INVOICE	78NV060553	CLUTCH RETURN SPRINGS	5.12	
02/22/2023	INVOICE	78NV060552	BRAKLEEN, SPRAYER 1QT GREEN	118.40	
02/22/2023	INVOICE	78NV060133	ENGINE OIL FILTER	19.53	
02/22/2023	INVOICE	78NV060177	HYDRAULIC FILTER	82.12	
02/22/2023	INVOICE	78NV060234	BATTERY, OIL FILTER	162.73	
02/22/2023	INVOICE	78NV060504	ENIGINE OIL FILTER	27.78	
02/22/2023	INVOICE	78NV059699	8G-12MBX90	117.92	
			Total:	1,139.93	
			Net of 13 Invoices / 0 Checks	1,139.93	
00107	AT&T MOBILITY				
02/22/2023	INVOICE	287321675065X01282	WIRELESS - ACCOUNT #287321675065	80.08	
			Total:	80.08	
			Net of 1 Invoices / 0 Checks	80.08	
03119	B-D CONSTRUCTION INC				
02/22/2023	INVOICE	10	COLUMBUS FIRE STATION #2	90,457.60	
			Total:	90,457.60	
			Net of 1 Invoices / 0 Checks	90,457.60	
00461	BEHLEN TOWING LLC				
02/22/2023	INVOICE	31101	TOWING	150.00	
02/22/2023	INVOICE	29989	TOWING	150.00	
02/22/2023	INVOICE	29993	TOWING	150.00	
02/22/2023	INVOICE	26763	TOWING	150.00	
02/22/2023	INVOICE	31107	TOWING	150.00	
02/22/2023	INVOICE	31310	TOWING	150.00	
02/22/2023	INVOICE	26767	TOWING	150.00	
02/22/2023	INVOICE	31261	TOWING	150.00	
02/22/2023	INVOICE	31325	TOWING	150.00	
02/22/2023	INVOICE	31326	TOWING	150.00	
02/22/2023	INVOICE	31112	TOWING	150.00	
02/22/2023	INVOICE	31337	TOWING	200.00	
			Total:	1,850.00	
			Net of 12 Invoices / 0 Checks	1,850.00	
03126	BIG RED PRINTING				
02/22/2023	INVOICE	83098	BUSINESS CARDS - TROY HIEMER	94.65	
			Total:	94.65	
			Net of 1 Invoices / 0 Checks	94.65	
03256	BLACK HILLS ENERGY				
02/22/2023	INVOICE	6007 1329 48 FEB 2	NATURAL GAS	4,676.09	
02/22/2023	INVOICE	8429 6210 02 FEB 2	NATURAL GAS	818.66	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/22/2023	INVOICE	6310 3990 85	FEB 2NATURAL GAS	684.78	
02/22/2023	INVOICE	0815 1921 72	FEB 2NATURAL GAS	639.61	
02/22/2023	INVOICE	7226 0844 98	FEB 2NATURAL GAS	568.61	
02/22/2023	INVOICE	4447 5106 07	FEB 2NATURAL GAS	405.20	
02/22/2023	INVOICE	1450 5796 12	FEB 2NATURAL GAS	235.81	
02/22/2023	INVOICE	1164 9983 32	FEB 2NATURAL GAS	207.25	
02/22/2023	INVOICE	2278 6168 20	FEB 2NATURAL GAS	175.94	
02/22/2023	INVOICE	5431 5180 01	FEB 2NATURAL GAS	151.11	
02/22/2023	INVOICE	4086 6115 74	FEB 2NATURAL GAS	141.64	
02/22/2023	INVOICE	5915 3548 20	FEB 2NATURAL GAS	133.81	
02/22/2023	INVOICE	5317 1214 84	FEB 2NATURAL GAS	123.41	
02/22/2023	INVOICE	7504 0422 35	FEB 2NATURAL GAS	114.69	
02/22/2023	INVOICE	9767 8260 47	FEB 2NATURAL GAS	75.04	
02/22/2023	INVOICE	3343 6679 78	FEB 2NATURAL GAS	106.92	
02/22/2023	INVOICE	5389 9420 88	FEB 2NATURAL GAS	105.03	
02/22/2023	INVOICE	5048 9157 09	FEB 2NATURAL GAS	88.09	
02/22/2023	INVOICE	4665 9615 35	FEB 2NATURAL GAS	82.55	
02/22/2023	INVOICE	6942 7542 63	FEB 2NATURAL GAS	77.20	
Total:				9,611.44	
Net of 20 Invoices / 0 Checks				9,611.44	
01147	BLACKSTRAP INC				
02/22/2023	INVOICE	137207	ROAD SALT 26.5 TONS	1,696.00	
02/22/2023	INVOICE	137208	ROAD SALT 26.325 TONS	1,684.80	
Total:				3,380.80	
Net of 2 Invoices / 0 Checks				3,380.80	
01835	BOGUS RICHARD				
02/22/2023	INVOICE	2062023ENG	REIMBURSE-MEALS & MILEAGE NEB CONV PAVING C	145.48	
Total:				145.48	
Net of 1 Invoices / 0 Checks				145.48	
01785	BOKF NA				
02/22/2023	INVOICE	COLUMBCOPR20	CERTIFICATES OF PARTICIPATION REFUNDING BONI	5,134.50	
02/22/2023	INVOICE	COLUMSTREV18	SALES TAX REVENUE BONDS 9POLICE & FIRE PROJ	249,518.75	
Total:				254,653.25	
Net of 2 Invoices / 0 Checks				254,653.25	
00240	BOUND TREE MEDICAL LLC				
02/22/2023	INVOICE	84851361	GLOVE DISPENSER, RITE IN THE RAIN NOTEBOOK,	915.83	
Total:				915.83	
Net of 1 Invoices / 0 Checks				915.83	
02485	BOYD JONES CONSTRUCTION CO				
02/22/2023	INVOICE	26	LIBRARY/CULTURAL ARTS FACILITY	882,903.63	
Total:				882,903.63	
Net of 1 Invoices / 0 Checks				882,903.63	
10959	BSN SPORTS LLC				
02/22/2023	INVOICE	919861952	BIG LEAGUE FIELD DRAG	629.12	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	629.12	
			Net of 1 Invoices / 0 Checks	629.12	
10547	BVH ARCHITECTURE				
02/22/2023	INVOICE	45058	LIBRARY, CHILDRENS MUSEUM & CITY HALL	17,252.94	
02/22/2023	INVOICE	44956	LIBRARY, CHILDRENS MUSEUM & CITY HALL	25,193.51	
			Total:	42,446.45	
			Net of 2 Invoices / 0 Checks	42,446.45	
02979	CAPITAL BUSINESS SYSTEMS				
02/22/2023	INVOICE	1249368	COPIER CONTRACT	200.13	
			Total:	200.13	
			Net of 1 Invoices / 0 Checks	200.13	
10604	CASEY'S MAIL SERVICE LLC				
02/22/2023	INVOICE	2643	DAILY POSTAGE, WATER STATEMENTS	4,607.12	
			Total:	4,607.12	
			Net of 1 Invoices / 0 Checks	4,607.12	
02551	CENTER FOR MUNICIPAL SOLUTIONS				
02/22/2023	INVOICE	21021-003	COLUMBUS NE ATC - 1314 17TH ST	1,550.00	
02/22/2023	INVOICE	55008-001	COLUMBUS NE VERIZON - 2603 30TH ST	3,075.00	
			Total:	4,625.00	
			Net of 2 Invoices / 0 Checks	4,625.00	
01209	CENTER POINT LARGE PRINT				
02/22/2023	INVOICE	1987161	MATERIALS	94.08	
			Total:	94.08	
			Net of 1 Invoices / 0 Checks	94.08	
03136	CENTRAL COMMUNITY COLLEGE				
02/22/2023	INVOICE	001921404	HEARTSAVER COURSE - RICHARD BOLTON & KARL J	148.00	
			Total:	148.00	
			Net of 1 Invoices / 0 Checks	148.00	
01148	CENTURY LINK				
02/22/2023	INVOICE	402D33-0443 FEB 1	E911 PHONE CHARGES	930.00	
			Total:	930.00	
			Net of 1 Invoices / 0 Checks	930.00	
00567	CITY OF COLUMBUS				
02/22/2023	INVOICE	300-47516-00 FEB	2WATER & SEWER	42.92	
02/22/2023	INVOICE	200-21960-05 FEB	2WATER & SEWER	126.90	
02/22/2023	INVOICE	300-49615-00 FEB	2WATER & SEWER	15.78	
02/22/2023	INVOICE	300-44985-02 FEB	2WATER & SEWER	25.19	
02/22/2023	INVOICE	300-44986-00 FEB	2WATER & SEWER	108.99	
02/22/2023	INVOICE	300-62155-00 FEB	2WATER & SEWER	25.19	
02/22/2023	INVOICE	300-62105-00 FEB	2WATER & SEWER	44.21	
02/22/2023	INVOICE	200-39575-00 FEB	2WATER & SEWER	26.54	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/22/2023	INVOICE	300-47518-00	FEB 2WATER & SEWER	43.58	
02/22/2023	INVOICE	300-57933-00	FEB 2WATER & SEWER	57.58	
02/22/2023	INVOICE	300-54059-00	FEB 2WATER & SEWER	89.97	
02/22/2023	INVOICE	100-13650-01	FEB 2WATER & SEWER	617.52	
02/22/2023	INVOICE	200-21805-00	FEB 2WATER & SEWER	94.88	
02/22/2023	INVOICE	200-21980-02	FEB 2WATER & SEWER	89.97	
02/22/2023	INVOICE	200-37998-00	FEB 2WATER & SEWER	213.30	
02/22/2023	INVOICE	200-28755-00	FEB 2WATER & SEWER	42.92	
02/22/2023	INVOICE	200-39615-01	FEB 2WATER & SEWER	113.17	
02/22/2023	INVOICE	200-39771-00	FEB 2WATER & SEWER	15.78	
02/22/2023	INVOICE	200-41055-00	FEB 2WATER & SEWER	25.19	
02/22/2023	INVOICE	200-44032-00	FEB 2WATER & SEWER	89.97	
02/22/2023	INVOICE	300-44995-00	FEB 2WATER & SEWER	97.58	
02/22/2023	INVOICE	300-45761-00	FEB 2WATER & SEWER	24.89	
02/22/2023	INVOICE	300-45762-00	FEB 2WATER & SEWER	31.81	
02/22/2023	INVOICE	300-47514-00	FEB 2WATER & SEWER	76.85	
02/22/2023	INVOICE	300-47515-00	FEB 2WATER & SEWER	306.63	
02/22/2023	INVOICE	300-47517-00	FEB 2WATER & SEWER	89.97	
02/22/2023	INVOICE	300-49665-00	FEB 2WATER & SEWER	42.92	
02/22/2023	INVOICE	300-50035-00	FEB 2WATER & SEWER	57.58	
02/22/2023	INVOICE	400-70005-01	FEB 2WATER & SEWER	191.32	
02/22/2023	INVOICE	300-57934-00	FEB 2WATER & SEWER	260.15	
02/22/2023	INVOICE	300-57935-00	FEB 2WATER & SEWER	1,966.89	
02/22/2023	INVOICE	300-57936-00	FEB 2WATER & SEWER	89.97	
02/22/2023	INVOICE	300-57937-00	FEB 2WATER & SEWER	170.94	
02/22/2023	INVOICE	300-57938-00	FEB 2WATER & SEWER	93.78	
02/22/2023	INVOICE	300-61005-00	FEB 2WATER & SEWER	76.84	
02/22/2023	INVOICE	400-65101-00	FEB 2WATER & SEWER	89.97	
02/22/2023	INVOICE	400-69475-00	FEB 2WATER & SEWER	42.92	
02/22/2023	INVOICE	400-81020-00	FEB 2WATER & SEWER	397.44	
Total:				6,018.00	
Net of 38 Invoices / 0 Checks				6,018.00	
00262	CLUB PROPHET SYSTEMS				
02/22/2023	INVOICE	INV1247157	MONTHLY TEE SHEET	90.00	
Total:				90.00	
Net of 1 Invoices / 0 Checks				90.00	
02542	CNC REPAIR LLC				
02/22/2023	INVOICE	6960	BRAKES, TIRES VIN #8538	1,657.77	
02/22/2023	INVOICE	6969	LUBE, OIL FILTER VIN #7839	41.00	
02/22/2023	INVOICE	6971	LUBE OIL FILTER, CABIN AIR FILTER VIN #8537	105.40	
02/22/2023	INVOICE	6980	LUBE OIL FILTER VIN #7738	41.00	
02/22/2023	INVOICE	6981	REMOVE & INSTALL BATTERY VIN #7979	286.07	
02/22/2023	INVOICE	6987	LUBE OIL FILTER, CABIN FILTER, REAR BRAKES	502.10	
02/22/2023	INVOICE	7019	LUBE OIL FILTER VIN #7979	42.00	
02/22/2023	INVOICE	7027	WIPER BLADES	52.12	
02/22/2023	INVOICE	7047	TIRE REPAIR	17.50	
02/22/2023	INVOICE	7065	LUBE OIL FILTER, ROTATE TIRES VIN #9749	65.00	
02/22/2023	INVOICE	7076	REPLACE TPMS SENSOR, EVAP PURGE SOLENOID VII	322.49	
02/22/2023	INVOICE	7074	LUBE OIL FILTER VIN #8539	42.00	
Total:				3,174.45	
Net of 12 Invoices / 0 Checks				3,174.45	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03140	COLUMBUS AREA	CHAMBER OF			
02/22/2023	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,240.00	
02/22/2023	INVOICE	39195	2023 WORKFORCE DEVELOPEMENT PROGRAM	2,500.00	
Total:				3,740.00	
Net of 2 Invoices / 0 Checks				3,740.00	
10768	COLUMBUS CREDIT SERVICES				
02/22/2023	INVOICE	PCCIT02	11 PRE-COLLECT NOTICES	21.45	
02/22/2023	INVOICE	ACCTY150	COLLECTIONS	241.30	
Total:				262.75	
Net of 2 Invoices / 0 Checks				262.75	
00036	COLUMBUS CUSTOM EMBROIDERY				
02/22/2023	INVOICE	E41933	CLOTHING-MELODEE PETERSEN	51.00	
02/22/2023	INVOICE	E41911	CLOTHING- ADAME, KEYES	97.00	
02/22/2023	INVOICE	E41870	CLOTHING	157.00	
Total:				305.00	
Net of 3 Invoices / 0 Checks				305.00	
10571	COLUMBUS OUTLAWS BASEBALL				
02/22/2023	INVOICE	2023	2023 BLACK LEVEL SPONSORSHIP	300.00	
Total:				300.00	
Net of 1 Invoices / 0 Checks				300.00	
03139	COLUMBUS PLUMBING COMPANY				
02/22/2023	INVOICE	0005993	URINAL	320.00	
Total:				320.00	
Net of 1 Invoices / 0 Checks				320.00	
00127	COLUMBUS SCREEN PRINTING				
02/22/2023	INVOICE	034965	T SHIRTS	328.00	
Total:				328.00	
Net of 1 Invoices / 0 Checks				328.00	
03144	COLUMBUS TELEGRAM				
02/22/2023	INVOICE	118-60003415	LEGAL NOTICES MINUTES	694.19	
02/22/2023	INVOICE	118-60106294	ADVERTISING	274.00	
Total:				968.19	
Net of 2 Invoices / 0 Checks				968.19	
03146	CONNECTING POINT/RADIO SHACK				
02/22/2023	INVOICE	17132	12-HP 23.8" E24 G4 MONITORS, SPEAKER BAR, M	9,420.00	
02/22/2023	INVOICE	17130	2-HP ELITEBOOK 860, 4-HP 23.8" E24 G4 MONIT	4,088.00	
Total:				13,508.00	
Net of 2 Invoices / 0 Checks				13,508.00	
02718	CORE & MAIN LP				
02/22/2023	INVOICE	R530219	OMNI 6 T2	5,067.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/22/2023	INVOICE	R530230	OMNI 6 T2	5,067.00	
02/22/2023	INVOICE	S208128	OMNI	1,263.90	
			Total:	11,397.90	
			Net of 3 Invoices / 0 Checks	11,397.90	
00819	CORNHUSKER INT'L TRUCKS, INC				
02/22/2023	INVOICE	4185918	KT VALVE	63.87	
			Total:	63.87	
			Net of 1 Invoices / 0 Checks	63.87	
03147	CORNHUSKER PUBLIC POWER DIST				
02/22/2023	INVOICE	415030001 FEB 23	ELECTRICITY	101.15	
02/22/2023	INVOICE	415030005 FEB 23	ELECTRICITY	45.76	
02/22/2023	INVOICE	415030006 FEB 23	ELECTRICITY	183.95	
02/22/2023	INVOICE	415030007 FEB 23	ELECTRICITY	254.70	
02/22/2023	INVOICE	415030008 FEB 23	ELECTRICITY	171.81	
02/22/2023	INVOICE	415030009 FEB 23	ELECTRICITY	155.65	
			Total:	913.02	
			Net of 6 Invoices / 0 Checks	913.02	
03149	CULLIGAN OF COLUMBUS				
02/22/2023	INVOICE	264670	DI REGENERATION	369.07	
02/22/2023	INVOICE	264933	POU COOLER	38.00	
02/22/2023	INVOICE	264965	REVERSE OSMOSIS	32.00	
02/22/2023	INVOICE	264972	REVERSE OSMOSIS	63.00	
			Total:	502.07	
			Net of 4 Invoices / 0 Checks	502.07	
00270	DANKO EMERGENCY EQUIPMENT				
02/22/2023	INVOICE	128089	ROOF HOOKS, TRUCKMAN'S AX, MARRYING STRAP, 1	4,559.50	
			Total:	4,559.50	
			Net of 1 Invoices / 0 Checks	4,559.50	
01300	DHHS				
02/22/2023	INVOICE	45877189	CLAIM OVERPAYMENTS-MARILYN WILDERMAN	18.75	
			Total:	18.75	
			Net of 1 Invoices / 0 Checks	18.75	
00374	DUNBAR DOUGLAS				
02/22/2023	INVOICE	01312023GOLF	MONTHLY CONTRACT	7,018.00	
			Total:	7,018.00	
			Net of 1 Invoices / 0 Checks	7,018.00	
03158	EAKES OFFICE SOLUTIONS				
02/22/2023	INVOICE	INV432288	COPIER CONTRACT	214.22	
02/22/2023	INVOICE	8664104-1	LASER BUSINESS CARD	44.92	
02/22/2023	INVOICE	8664917-0	DUSTER 10 OZ	9.01	
02/22/2023	INVOICE	8665042-0	BLACK RIBBON	7.38	
02/22/2023	INVOICE	8664814-0	TAPE, ENVELOPE MOISTENER	62.64	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/22/2023	INVOICE	8664104-0	BUSINESS CARD HOLDER	6.99	
02/22/2023	INVOICE	8664241-0	REFILL CALENDAR	8.73	
02/22/2023	INVOICE	8662075-0	INK CARTRIDGES, LAMINATE, STAPLER, PEN, VER'	237.24	
02/22/2023	INVOICE	8661036-0	LASER CARTRIDGE	83.79	
02/22/2023	INVOICE	8660789-1	PAPER	23.08	
02/22/2023	INVOICE	8660665-0	CALCULATOR	74.99	
02/22/2023	INVOICE	INV430437	COPIER CONTRACT	1,884.78	
02/22/2023	INVOICE	8660789-0	PAPER, MAGNETIC CLIP	60.89	
02/22/2023	INVOICE	INV430474	COPIER CONTRACT	223.43	
Total:				2,942.09	
Net of 14 Invoices / 0 Checks				2,942.09	
02580	ED M. FELD EQUIPMENT CO. INC.				
02/22/2023	INVOICE	0418016-IN	ANNUAL FUNCTION TEST	572.00	
Total:				572.00	
Net of 1 Invoices / 0 Checks				572.00	
10966	EICKMEIER HARLEY				
02/22/2023	INVOICE	2062023FIRE	LES LUKERT CONFERENCE - LUNCH	10.78	
Total:				10.78	
Net of 1 Invoices / 0 Checks				10.78	
10968	ELASTEC INC				
02/22/2023	INVOICE	0040786-IN	DRUG TERMINATOR 110V	5,440.00	
Total:				5,440.00	
Net of 1 Invoices / 0 Checks				5,440.00	
02519	EXTRACTOR CORPORATION				
02/22/2023	INVOICE	22-1665	SHOCK MOUNT KIT, BRAKE PARTS KIT	139.00	
Total:				139.00	
Net of 1 Invoices / 0 Checks				139.00	
03026	FBI-LEEDA INC.				
02/22/2023	INVOICE	63408230-23	MEMBERSHIP - BRADLEY WANGLER	50.00	
02/22/2023	INVOICE	63313609-23	MEMBERSHIP DUES - CHARLES L SHERER	50.00	
Total:				100.00	
Net of 2 Invoices / 0 Checks				100.00	
03167	FERRELLGAS LP				
02/22/2023	INVOICE	1121793747	PROPANE	219.93	
02/22/2023	INVOICE	1121793740	PROPANE	352.24	
02/22/2023	INVOICE	1121793742	PROPANE	119.54	
Total:				691.71	
Net of 3 Invoices / 0 Checks				691.71	
00242	FIRST NATIONAL BANK OMAHA				
02/22/2023	INVOICE	9910761626	STAPLES - W-2 ENVELOPES	108.26	
02/22/2023	INVOICE	2012023	AUTHORIZE NET	30.00	
02/22/2023	INVOICE	75950314	2023-2024 NONPROFIT CORPORATION BIENNIAL RE:	28.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/22/2023	INVOICE	76099144	NEBR SECRETARY OF STATE - CHANGE OF REGISTE	27.00	
02/22/2023	INVOICE	77988	USPS - POSTAGE	37.89	
02/22/2023	INVOICE	2435046286	GO DADDY - PREMIUM DNS RENEWAL	35.88	
02/22/2023	INVOICE	113-6813964-006906	AMAZON - USB C CABLE, CHARGER, SCREEN PROTEC	62.93	
02/22/2023	INVOICE	112-4397305-694504	AMAZON - TONER CARTRIDGE	325.57	
02/22/2023	INVOICE	113-7115787-087860	AMAZON - WATER FILTER REPLACEMENT	69.98	
02/22/2023	INVOICE	112-5782224-706744	AMAZON - TONER CARTRIDGES	360.41	
02/22/2023	INVOICE	72484676949610	EXPEDIA - HOLIDAY INN EXPRESS	163.47	
02/22/2023	INVOICE	650301	CENTRAL COMMUNITY COLLEGE - LES LUKERT CONF	90.00	
02/22/2023	INVOICE	188965	FBI NATIONAL ACADEMY - NATIONAL DUES	130.00	
02/22/2023	INVOICE	188957	FBI NAA - NATIONAL DUES, NEBRASKA CHAPTER	130.00	
02/22/2023	INVOICE	1887	SWABTEK - CANNABIS TEST KIT	315.00	
02/22/2023	INVOICE	5230021348	PROJECT LIFESAVER	106.47	
02/22/2023	INVOICE	1302023	HANDSHAKE - REGISTRATION FOR SPRING 2023 CA	65.00	
02/22/2023	INVOICE	AP0E7F96BDB3	APCO INTERNATIONAL - PST ONLINE	384.00	
02/22/2023	INVOICE	113-0756212-679460	AMAZON - LINER BAGS	34.77	
02/22/2023	INVOICE	898001538	B&H PHOTO - BATTERIES	55.44	
02/22/2023	INVOICE	9846520810	STAPLES - DVD-R 100 PACK	61.72	
02/22/2023	INVOICE	Y107367357	CPO OUTLETS - HAND CLEANER TOWELS	165.98	
02/22/2023	INVOICE	1042023	NEBRASKA NOTARY ASSOC - ANDERSON NOTARY	70.00	
02/22/2023	INVOICE	1125304255364964	INSTITUTE FOR INTERGOVERNMENTAL RESEARCH	105.00	
02/22/2023	INVOICE	113-0378964-817544	AMAZON - SMALL CORRUGATED BOXES	29.37	
02/22/2023	INVOICE	NE00046986-3	NORTHEASY COMMUNITY COLLEGE - BOOKS	78.38	
02/22/2023	INVOICE	2301161326192314	PETRO CLASSROOM - ONLINE CLASS A/B/C OPERAT	175.00	
02/22/2023	INVOICE	114-9197745-616181	REFUND AMAZON	(30.84)	
02/22/2023	INVOICE	1140	VIDEO LIBRARIAN - PREMIUM ACCESS ANNUAL	75.00	
02/22/2023	INVOICE	807712	COREL - COREL DRAW GRAPHICS SUITE	65.40	
02/22/2023	INVOICE	4377	CASEYS - PIZZA	22.38	
02/22/2023	INVOICE	2462	COLIBRI SYSTEM - DAVINCI WELDING BAR REPLAC	99.10	
02/22/2023	INVOICE	114-9197745-616181	AMAZON - ONE PIECE - COLLECTION TWO	34.81	
02/22/2023	INVOICE	114-9241298-652184	AMAZON - STARDEW VALLEY, NINTENDO SWITCH LI'	236.89	
02/22/2023	INVOICE	111-3527072-438101	AMAZON - HEADPHONE JACK DUST CAP	20.97	
02/22/2023	INVOICE	5689934271055712	META PLATFORMS TECH - STAR WARS TALES FROM '	26.74	
02/22/2023	INVOICE	5689927161056423	META PLATFORMS - AMONG US VR	10.69	
02/22/2023	INVOICE	5689916881057451	META PLATFORMS - BLADE & SORCERY: NOMAD	21.39	
02/22/2023	INVOICE	114-2796580-084664	AMAZON - GUMBALL MACHINE	98.09	
02/22/2023	INVOICE	1162023	FAX PLUS	11.99	
02/22/2023	INVOICE	114-2880051-638903	AMAZON - ADDAMS TV STICKERS, VENDING MACHIN	47.59	
02/22/2023	INVOICE	113-2724929-028743	AMAZON - GUMBALL MACHINE, VENDING MACHINE C	109.58	
02/22/2023	INVOICE	1292023	CONSTANT CONTACT	66.50	
02/22/2023	INVOICE	111-0814692-198983	AMAZON - AUDIO MIC JACK, TABLE POWER GROMME'	1,127.18	
02/22/2023	INVOICE	113-6600789-024664	AMAZON - DVD'S	301.98	
02/22/2023	INVOICE	318339	USCUTTER - SUBLIMATION INK, WASTE INK TANK	288.00	
02/22/2023	INVOICE	113-2946756-209382	AMAZON - 3D PRINTING PROJECTS, BOOK OF CRIC	75.12	
02/22/2023	INVOICE	51672	PARTY GAMES PLUS KITS	63.96	
02/22/2023	INVOICE	722424438-01	OTC- KITS FOR SELF DIRECTED ACTIVITIES AND !	317.09	
02/22/2023	INVOICE	2092023	GROW NEBRASKA AGRITOURISM & ADVENTURE TRAVE'	129.00	
02/22/2023	INVOICE	927030	NRPA OPERATING MEMBERSHIP	180.00	
02/22/2023	INVOICE	1102023	OVERLIMIT FEE	39.00	
02/22/2023	INVOICE	SO15148827	SWIMOUTLET - SWIM BLOCK TRACK-START	1,279.04	
02/22/2023	INVOICE	43744443	SURVEY MONKEY - ADVANTAGE ANNUAL PLAN 1/16/:	468.00	
02/22/2023	INVOICE	R3956111574	HOLIDAY INN KEARNEY	708.95	
02/22/2023	INVOICE	1252023	MARRIOTT	259.16	
02/22/2023	INVOICE	01162023-1341	UNIV OF NE - PESTICIDE SAFETY PROGRAM	95.00	
02/22/2023	INVOICE	72459407084848	HOLIDAY INN EXPRESS	617.08	
02/22/2023	INVOICE	1312023BHM	BHM WORLD HERALD SUBSCRIPTION	27.99	
02/22/2023	INVOICE	137727	SUBWAY	15.07	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/22/2023	INVOICE	155756	SUBWAY	14.21	
02/22/2023	INVOICE	01240260	HOSPERS MINI MART	48.84	
02/22/2023	INVOICE	509/NKR	HAMPTON INN	789.72	
02/22/2023	INVOICE	CB259D35	UBER WASHINGTON DC	12.21	
02/22/2023	INVOICE	845E67FA	UBER WASHINGTON DC	28.39	
02/22/2023	INVOICE	702/NKR	HAMPTON INN	789.72	
02/22/2023	INVOICE	502578019	DIRKSEN N SERV CAFE	8.90	
02/22/2023	INVOICE	00000117	RIGEL AIRPORT SERVICE-CHICKEN TENDERS	14.69	
02/22/2023	INVOICE	23	THE GRILL	23.76	
02/22/2023	INVOICE	386	2022 WINTER CONFERENCE - JON LOVELL	154.49	
02/22/2023	INVOICE	360	2022 WINTER CONFERENCE - BRIAN BENCK	205.82	
02/22/2023	INVOICE	1883-2625	SIX SIGMA GLOBAL INSTITUTE	125.00	
Total:				12,369.17	
Net of 72 Invoices / 0 Checks				12,369.17	
10720	FORVIS LLP				
02/22/2023	INVOICE	BK01729418	PROGRESS BILLING FOR AUDIT	33,000.00	
Total:				33,000.00	
Net of 1 Invoices / 0 Checks				33,000.00	
00169	FRONTIER				
02/22/2023	INVOICE	30818802060523942	E911 PHONE CHARGES 1/30/23 TO 2/28/23	295.60	
02/22/2023	INVOICE	30818801750912722	PHONE/INTERNET/FAX LINES	2,077.84	
Total:				2,373.44	
Net of 2 Invoices / 0 Checks				2,373.44	
02817	FULL THROTTLE TRUCK &				
02/22/2023	INVOICE	7507	2019 FREIGHTLINER - OIL FILTER KIT, FUEL FI:	565.07	
Total:				565.07	
Net of 1 Invoices / 0 Checks				565.07	
10766	FUN EXPRESS LLC				
02/22/2023	INVOICE	722558086-1	BRACELETS, TOP HATS, BUBLE WANDS, STRESS BA:	1,996.78	
Total:				1,996.78	
Net of 1 Invoices / 0 Checks				1,996.78	
03172	GALLS LLC				
02/22/2023	INVOICE	023257516	ULTRASTINGER REPLACEMENT LAMP - QM ZYWIEC	16.96	
02/22/2023	INVOICE	023263910	OXFORD - QM THALKEN	163.00	
02/22/2023	INVOICE	023203710	CREDIT - CARGO PANTS	(194.94)	
02/22/2023	INVOICE	023161092	HAYS NEW UNIFORMS	109.62	
02/22/2023	INVOICE	023152184	AMERICAN FLAG EMBLEM	18.80	
02/22/2023	INVOICE	023100255	CARGO PANTS	204.94	
02/22/2023	INVOICE	023369580	CARGO PANTS	148.14	
02/22/2023	INVOICE	023294077	PANT & JOB SHIRT R	321.30	
Total:				787.82	
Net of 8 Invoices / 0 Checks				787.82	
01789	GAVER TIRE & AUTO CENTER INC				
02/22/2023	INVOICE	72982	2 - HERCULES H-804 TIRES	769.94	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/22/2023	INVOICE	73040	2 - HERCULES H-804 TIRES	769.94	
			Total:	1,539.88	
			Net of 2 Invoices / 0 Checks	1,539.88	
03174 02/22/2023	GEHRING CONSTRUCTION & INVOICE	11850	14 HRS JD772 GRADER	2,100.00	
			Total:	2,100.00	
			Net of 1 Invoices / 0 Checks	2,100.00	
10527 02/22/2023	GENERAL FIRE AND SAFETY EQUIP CO. INVOICE	367618	SEMI ANNUAL FIRE SUPPRESSION INSPECTION	295.00	
			Total:	295.00	
			Net of 1 Invoices / 0 Checks	295.00	
00056 02/22/2023	GODFATHER'S PIZZA INVOICE	6012	PIZZA - DARE	69.00	
			Total:	69.00	
			Net of 1 Invoices / 0 Checks	69.00	
10401 02/22/2023	GOLFNOW INVOICE	INV00073321	WEBSITE/EMAIL HOSTING	185.66	
			Total:	185.66	
			Net of 1 Invoices / 0 Checks	185.66	
01373 02/22/2023	GRAINGER INVOICE	9593778559	MOTOR 1/30 HP	72.22	
			Total:	72.22	
			Net of 1 Invoices / 0 Checks	72.22	
02594 02/22/2023	GREAT PLAINS BUILDING SUPPLY INVOICE	346235	ATHELETIC FIELD MARKER	378.84	
			Total:	378.84	
			Net of 1 Invoices / 0 Checks	378.84	
02075 02/22/2023	GREAT PLAINS COMMUNICATIONS INVOICE	996-426-0026	INTERNET SERVICE 02/01-02/28	239.95	
			Total:	239.95	
			Net of 1 Invoices / 0 Checks	239.95	
03183 02/22/2023	HADLEY-BRAITHWAIT COMPANY INVOICE	227443	3 CASES MULTIFOLD TOWEL	137.85	
			Total:	137.85	
			Net of 1 Invoices / 0 Checks	137.85	
03185 02/22/2023	HDR ENGINEERING INC INVOICE	1200496035	LOST CREEK PARKWAY SEWER PROJECT	7,035.47	
02/22/2023	INVOICE	1200496037	DESIGN & CONSTRUCTION PHASE-LOST CREEK PARKI	2,851.16	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	9,886.63	
			Net of 2 Invoices / 0 Checks	9,886.63	
01424	HEARTLAND NATURAL GAS LLC				
02/22/2023	INVOICE	115372	NATURAL GAS	5,281.36	
02/22/2023	INVOICE	115369	NATURAL GAS	524.09	
02/22/2023	INVOICE	115368	NATURAL GAS	163.13	
02/22/2023	INVOICE	115370	NATURAL GAS	431.67	
02/22/2023	INVOICE	115365	NATURAL GAS	1,880.39	
02/22/2023	INVOICE	115364	NATURAL GAS	976.19	
02/22/2023	INVOICE	115363	NATURAL GAS	3,131.70	
02/22/2023	INVOICE	115376	NATURAL GAS	4,087.33	
02/22/2023	INVOICE	115375	NATURAL GAS	329.54	
02/22/2023	INVOICE	115371	NATURAL GAS	5,233.65	
02/22/2023	INVOICE	115366	NATURAL GAS	187.70	
02/22/2023	INVOICE	115377	NATURAL GAS	3,372.82	
			Total:	25,599.57	
			Net of 12 Invoices / 0 Checks	25,599.57	
00784	HEIMAN INC.				
02/22/2023	INVOICE	0916947-IN	FIRE HOOKS	480.00	
02/22/2023	INVOICE	0917140-IN	HYDRANT VALVE, GATED WYE, BLITZFIRE OSC	9,522.00	
			Total:	10,002.00	
			Net of 2 Invoices / 0 Checks	10,002.00	
01675	HINER TYLER				
02/22/2023	INVOICE	2062023STREET	RENEW CDL	31.00	
			Total:	31.00	
			Net of 1 Invoices / 0 Checks	31.00	
00403	HOWERTER MD MARK S				
02/22/2023	INVOICE	MONTHLY	EMERGENCY MEDICAL DIRECTOR	616.00	
			Total:	616.00	
			Net of 1 Invoices / 0 Checks	616.00	
10965	HYTREK JAKE				
02/22/2023	INVOICE	2062023FIRE	LES LUKERT WINTER CONFERENCE-REG FEE & LUNCH	100.63	
			Total:	100.63	
			Net of 1 Invoices / 0 Checks	100.63	
03192	HY-VEE INC				
02/22/2023	INVOICE	5873269696	WATER	10.98	
02/22/2023	INVOICE	5873632138	GROCERIES	45.91	
02/22/2023	INVOICE	5873493052	GATORADE, LUNCH MEAT, CHIPS, BREAD	129.00	
02/22/2023	INVOICE	5874216033	POWERADE, COOKIES, CHIPS	85.57	
02/22/2023	INVOICE	5873657235	BANANAS	21.57	
02/22/2023	INVOICE	5874111731	GROCERIES	52.56	
			Total:	345.59	
			Net of 6 Invoices / 0 Checks	345.59	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02200 02/22/2023	IALEFI INVOICE	42634	MEMBERSHIP DUES - ROMSHEK	55.00	
			Total:	55.00	
			Net of 1 Invoices / 0 Checks	55.00	
03194 02/22/2023	INGRAM LIBRARY SERVICES, INC INVOICE	74249110	MATERIALS	85.51	
02/22/2023	INVOICE	73699599	MATERIALS	978.67	
02/22/2023	INVOICE	74120867	MATERIALS	94.59	
02/22/2023	INVOICE	74142124	MATERIALS	149.84	
02/22/2023	INVOICE	74142125	MATERIALS	121.72	
02/22/2023	INVOICE	74201438	MATERIALS	639.50	
			Total:	2,069.83	
			Net of 6 Invoices / 0 Checks	2,069.83	
03199 02/22/2023	JACKSON SERVICES INC INVOICE	4984674	SHOP TOWELS, UNIFORMS	251.31	
02/22/2023	INVOICE	4982160	MATS	44.38	
02/22/2023	INVOICE	4969960	UNIFORMS	139.80	
02/22/2023	INVOICE	4985555	MAT	25.78	
02/22/2023	INVOICE	4985554	UNIFORMS	82.95	
02/22/2023	INVOICE	4985553	UNIFORMS	25.75	
02/22/2023	INVOICE	4989195	MATS,MOPS, POLISH TOWEL, WINDSHIELD WIPE, S	134.80	
02/22/2023	INVOICE	4988368	UNIFORMS	256.81	
02/22/2023	INVOICE	4989152	UNIFORMS	105.37	
02/22/2023	INVOICE	4987459	MAT	3.04	
02/22/2023	INVOICE	4987458	UNIFORMS	101.23	
02/22/2023	INVOICE	4987450	UNIFORMS	139.89	
02/22/2023	INVOICE	4981188	MATS	65.71	
02/22/2023	INVOICE	4987460	UNIFORMS	27.50	
02/22/2023	INVOICE	4983032	MAT, BAR TOWELS, SHOP TOWELS	22.85	
02/22/2023	INVOICE	4983031	UNIFORMS	101.11	
02/22/2023	INVOICE	4983030	MATS, ROLLER TOWELS, UNIFORMS	140.05	
02/22/2023	INVOICE	4983021	UNIFORMS	139.77	
02/22/2023	INVOICE	4981172	UNIFORMS	82.82	
02/22/2023	INVOICE	4981171	UNIFORMS	25.63	
02/22/2023	INVOICE	4983978	UNIFORMS	27.38	
			Total:	1,943.93	
			Net of 21 Invoices / 0 Checks	1,943.93	
00532 02/22/2023	JEO CONSULTING GROUP INC INVOICE	139134	FLOOD MITIGATION & RESILIENCY PLAN	9,848.90	
			Total:	9,848.90	
			Net of 1 Invoices / 0 Checks	9,848.90	
03202 02/22/2023	KELLY SUPPLY COMPANY INVOICE	S12281766-1	BALL VALVE, BUSHING SET	15.47	
02/22/2023	INVOICE	S12281656-0	RED RUBBER DURO	46.88	
02/22/2023	INVOICE	S12281715-0	GATES STEM	34.61	
02/22/2023	INVOICE	S12281666-0	HD BELT	712.31	
02/22/2023	INVOICE	S12281843-0	BALL VALVE, BLACK PIPE NIPPLE, SCREWED TEE	94.25	
02/22/2023	INVOICE	S12281765-0	LIQUID FILLED PRESSURE GAUGE	21.27	
02/22/2023	INVOICE	S12281766-0	BALL VALVES	69.67	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/22/2023	INVOICE	<a href="#">S12281449-2</a>	COUPLER, TEE, ADAPTER	50.16	
			Total:	1,044.62	
			Net of 8 Invoices / 0 Checks	1,044.62	
00348 02/22/2023	KLUEVER ERIC A INVOICE	<a href="#">2022023FIRE</a>	REIMBURSEMENT FOR CLASSES	1,302.00	
			Total:	1,302.00	
			Net of 1 Invoices / 0 Checks	1,302.00	
10684 02/22/2023	LAKEVIEW HIGH SCHOOL INVOICE	<a href="#">2052023</a>	BUS TO OMAHA HENRY DOORLY ZOO	480.00	
			Total:	480.00	
			Net of 1 Invoices / 0 Checks	480.00	
02236 02/22/2023 02/22/2023	LANGUAGE LINE SERVICES INC INVOICE INVOICE	<a href="#">10728936</a> <a href="#">10736039</a>	OVER THE PHONE INTERPRETATION OVER THE PHONE INTERPRETATION	39.19 26.65	
			Total:	65.84	
			Net of 2 Invoices / 0 Checks	65.84	
02596 02/22/2023 02/22/2023	LAWSON PRODUCTS INVOICE INVOICE	<a href="#">9310342556</a> <a href="#">9310320927</a>	CUT OFF WHEELS FIRE & RESCUE BLADE	72.36 6.54	
			Total:	78.90	
			Net of 2 Invoices / 0 Checks	78.90	
01400 02/22/2023	LIBRARY STORE INC INVOICE	<a href="#">617723</a>	UV RESISTANT LABEL PROTECTORS	113.14	
			Total:	113.14	
			Net of 1 Invoices / 0 Checks	113.14	
10229 02/22/2023	LINGO INVOICE	<a href="#">1195781513</a>	E911 PHONE SERVICE 01/01/2023-01/31/2023	51.68	
			Total:	51.68	
			Net of 1 Invoices / 0 Checks	51.68	
03214 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023 02/22/2023	LOUP POWER DISTRICT INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	<a href="#">400098 FEB 23</a> <a href="#">169003 FEB 23</a> <a href="#">169004 FEB 23</a> <a href="#">169005 FEB 23</a> <a href="#">169008 FEB 23</a> <a href="#">169009 FEB 23</a> <a href="#">169011 FEB 23</a> <a href="#">169016 FEB 23</a> <a href="#">169017 FEB 23</a> <a href="#">169018 FEB 23</a> <a href="#">169019 FEB 23</a> <a href="#">169020 FEB 23</a>	ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY	98.50 27.33 1,272.80 252.12 27.64 28.25 62.23 42.50 25.00 10.13 57.62 12.91	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/22/2023	INVOICE	169022 FEB 22	ELECTRICITY	25.61	
02/22/2023	INVOICE	169023 FEB 23	ELECTRICITY	234.66	
02/22/2023	INVOICE	169024 FEB 23	ELECTRICITY	59.75	
02/22/2023	INVOICE	169026 FEB 23	ELECTRICITY	107.42	
02/22/2023	INVOICE	169027 FEB 23	ELECTRICITY	12.91	
02/22/2023	INVOICE	169028 FEB 23	ELECTRICITY	434.01	
02/22/2023	INVOICE	169029 FEB 23	ELECTRICITY	614.05	
02/22/2023	INVOICE	169030 FEB 23	ELECTRICITY	182.43	
02/22/2023	INVOICE	169031 FEB 23	ELECTRICITY	68.28	
02/22/2023	INVOICE	169033 FEB 23	ELECTRICITY	36.38	
02/22/2023	INVOICE	169034 FEB 23	ELECTRICITY	25.30	
02/22/2023	INVOICE	169035 FEB 23	ELECTRICITY	25.51	
02/22/2023	INVOICE	169036 FEB 23	ELECTRICITY	167.95	
02/22/2023	INVOICE	169038 FEB 23	ELECTRICITY	4,243.80	
02/22/2023	INVOICE	169039 FEB 23	ELECTRICITY	38.60	
02/22/2023	INVOICE	169041 FEB 23	ELECTRICITY	46.21	
02/22/2023	INVOICE	169043 FEB 23	ELECTRICITY	43.07	
02/22/2023	INVOICE	169044 FEB 23	ELECTRICITY	40.73	
02/22/2023	INVOICE	169045 FEB 23	ELECTRICITY	41.04	
02/22/2023	INVOICE	169046 FEB 23	ELECTRICITY	36.00	
02/22/2023	INVOICE	169047 FEB 23	ELECTRICITY	25.41	
02/22/2023	INVOICE	169048 FEB 23	ELECTRICITY	85.19	
02/22/2023	INVOICE	169050 FEB 23	ELECTRICITY	135.15	
02/22/2023	INVOICE	169051 FEB 23	ELECTRICITY	25.51	
02/22/2023	INVOICE	169053 FEB 23	ELECTRICITY	41.67	
02/22/2023	INVOICE	169055 FEB 23	ELECTRICITY	26.42	
02/22/2023	INVOICE	169056 FEB 23	ELECTRICITY	42.76	
02/22/2023	INVOICE	169057 FEB 23	ELECTRICITY	25.51	
02/22/2023	INVOICE	169058 FEB 23	ELECTRICITY	42.76	
02/22/2023	INVOICE	169060 FEB 23	ELECTRICITY	28.25	
02/22/2023	INVOICE	169061 FEB 23	ELECTRICITY	32.11	
02/22/2023	INVOICE	169062 FEB 23	ELECTRICITY	161.85	
02/22/2023	INVOICE	169064 FEB 23	ELECTRICITY	41.75	
02/22/2023	INVOICE	169065 FEB 23	ELECTRICITY	1,160.32	
02/22/2023	INVOICE	169066 FEB 23	ELECTRICITY	51.59	
02/22/2023	INVOICE	169067 FEB 23	ELECTRICITY	2,845.81	
02/22/2023	INVOICE	169068 FEB 23	ELECTRICITY	3,315.20	
02/22/2023	INVOICE	169069 FEB 23	ELECTRICITY	38.64	
02/22/2023	INVOICE	169072 FEB 23	ELECTRICITY	250.00	
02/22/2023	INVOICE	169073 FEB 23	ELECTRICITY	39.31	
02/22/2023	INVOICE	169074 FEB 23	ELECTRICITY	30.58	
02/22/2023	INVOICE	169077 FEB 23	ELECTRICITY	25.61	
02/22/2023	INVOICE	169080 FEB 23	ELECTRICITY	138.01	
02/22/2023	INVOICE	169081 FEB 23	ELECTRICITY	39.92	
02/22/2023	INVOICE	169082 FEB 23	ELECTRICITY	112.63	
02/22/2023	INVOICE	169083 FEB 23	ELECTRICITY	921.85	
02/22/2023	INVOICE	169084 FEB 23	ELECTRICITY	1,401.51	
02/22/2023	INVOICE	169085 FEB 23	ELECTRICITY	869.38	
02/22/2023	INVOICE	169086 FEB 23	ELECTRICITY	779.46	
02/22/2023	INVOICE	169087 FEB 23	ELECTRICITY	195.61	
02/22/2023	INVOICE	169089 FEB 23	ELECTRICITY	36.77	
02/22/2023	INVOICE	169090 FEB 23	ELECTRICITY	39.62	
02/22/2023	INVOICE	169091 FEB 23	ELECTRICITY	159.63	
02/22/2023	INVOICE	169092 FEB 23	ELECTRICITY	55.49	
02/22/2023	INVOICE	169093 FEB 23	ELECTRICITY	70.72	
02/22/2023	INVOICE	169094 FEB 23	ELECTRICITY	58.54	
02/22/2023	INVOICE	169096 FEB 23	ELECTRICITY	462.91	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/22/2023	INVOICE	169097 FEB 23	ELECTRICITY	29.36	
02/22/2023	INVOICE	169098 FEB 23	ELECTRICITY	35.13	
02/22/2023	INVOICE	169099 FEB 23	ELECTRICITY	25.41	
02/22/2023	INVOICE	169107 FEB 23	ELECTRICITY	99.08	
02/22/2023	INVOICE	169112 FEB 23	ELECTRICITY	104.78	
02/22/2023	INVOICE	169116 FEB 23	ELECTRICITY	79.38	
02/22/2023	INVOICE	169118 FEB 23	ELECTRICITY	47.23	
02/22/2023	INVOICE	169120 FEB 23	ELECTRICITY	3,102.08	
02/22/2023	INVOICE	169121 FEB 23	ELECTRICITY	3,981.20	
02/22/2023	INVOICE	169122 FEB 23	ELECTRICITY	1,878.12	
02/22/2023	INVOICE	169123 FEB 23	ELECTRICITY	57.28	
02/22/2023	INVOICE	169124 FEB 23	ELECTRICITY	73.62	
02/22/2023	INVOICE	169125 FEB 23	ELECTRICITY	44.63	
02/22/2023	INVOICE	169126 FEB 23	ELECTRICITY	110.90	
02/22/2023	INVOICE	169127 FEB 23	ELECTRICITY	36.00	
02/22/2023	INVOICE	169130 FEB 23	ELECTRICITY	36.41	
02/22/2023	INVOICE	169131 FEB 23	ELECTRICITY	4.15	
02/22/2023	INVOICE	169132 FEB 23	ELECTRICITY	44.29	
02/22/2023	INVOICE	400001 FEB 23	ELECTRICITY	277.16	
02/22/2023	INVOICE	400002 FEB 23	ELECTRICITY	523.06	
02/22/2023	INVOICE	400003 FEB 23	ELECTRICITY	65.02	
02/22/2023	INVOICE	400004 FEB 23	ELECTRICITY	149.74	
02/22/2023	INVOICE	400005 FEB 23	ELECTRICITY	27.74	
02/22/2023	INVOICE	400006 FEB 23	ELECTRICITY	25.51	
02/22/2023	INVOICE	400008 FEB 23	ELECTRICITY	25.81	
02/22/2023	INVOICE	400009 FEB 23	ELECTRICITY	54.74	
02/22/2023	INVOICE	400010 FEB 23	ELECTRICITY	32.51	
02/22/2023	INVOICE	400011 FEB 23	ELECTRICITY	29.06	
02/22/2023	INVOICE	400012 FEB 23	ELECTRICITY	36.47	
02/22/2023	INVOICE	400013 FEB 23	ELECTRICITY	42.46	
02/22/2023	INVOICE	400015 FEB 23	ELECTRICITY	328.03	
02/22/2023	INVOICE	400016 FEB 23	ELECTRICITY	57.62	
02/22/2023	INVOICE	400017 FEB 23	ELECTRICITY	45.20	
02/22/2023	INVOICE	400018 FEB 23	ELECTRICITY	43.27	
02/22/2023	INVOICE	400019 FEB 23	ELECTRICITY	129.16	
02/22/2023	INVOICE	400020 FEB 23	ELECTRICITY	526.88	
02/22/2023	INVOICE	400023 FEB 23	ELECTRICITY	27.38	
02/22/2023	INVOICE	400024 FEB 23	ELECTRICITY	38.40	
02/22/2023	INVOICE	400025 FEB 23	ELECTRICITY	110.43	
02/22/2023	INVOICE	400026 FEB 23	ELECTRICITY	25.61	
02/22/2023	INVOICE	400028 FEB 23	ELECTRICITY	48.64	
02/22/2023	INVOICE	400029 FEB 23	ELECTRICITY	91.42	
02/22/2023	INVOICE	400030 FEB 23	ELECTRICITY	30.79	
02/22/2023	INVOICE	400031 FEB 23	ELECTRICITY	131.02	
02/22/2023	INVOICE	400032 FEB 23	ELECTRICITY	87.50	
02/22/2023	INVOICE	400033 FEB 23	ELECTRICITY	137.78	
02/22/2023	INVOICE	400034 FEB 23	ELECTRICITY	25.81	
02/22/2023	INVOICE	400036 FEB 23	ELECTRICITY	896.94	
02/22/2023	INVOICE	400037 FEB 23	ELECTRICITY	49.06	
02/22/2023	INVOICE	400039 FEB 23	ELECTRICITY	78.52	
02/22/2023	INVOICE	400040 FEB 23	ELECTRICITY	27,909.64	
02/22/2023	INVOICE	400041 FEB 23	ELECTRICITY	156.68	
02/22/2023	INVOICE	400042 FEB 23	ELECTRICITY	35.56	
02/22/2023	INVOICE	400044 FEB 23	ELECTRICITY	84.35	
02/22/2023	INVOICE	400046 FEB 23	ELECTRICITY	26.38	
02/22/2023	INVOICE	400047 FEB 23	ELECTRICITY	1,573.89	
02/22/2023	INVOICE	400048 FEB 23	ELECTRICITY	36.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/22/2023	INVOICE	400049 FEB 23	ELECTRICITY	36.51	
02/22/2023	INVOICE	400051 FEB 23	ELECTRICITY	27.64	
02/22/2023	INVOICE	400052 FEB 23	ELECTRICITY	30.68	
02/22/2023	INVOICE	400055 FEB 23	ELECTRICITY	25.00	
02/22/2023	INVOICE	400057 FEB 23	ELECTRICITY	36.41	
02/22/2023	INVOICE	400059 FEB 23	ELECTRICITY	204.05	
02/22/2023	INVOICE	400060 FEB 23	ELECTRICITY	9,988.88	
02/22/2023	INVOICE	400061 FEB 23	ELECTRICITY	33.73	
02/22/2023	INVOICE	400062 FEB 23	ELECTRICITY	34.34	
02/22/2023	INVOICE	400063 FEB 23	ELECTRICITY	42.46	
02/22/2023	INVOICE	400065 FEB 23	ELECTRICITY	3,075.61	
02/22/2023	INVOICE	400068 FEB 23	ELECTRICITY	64.79	
02/22/2023	INVOICE	400069 FEB 23	ELECTRICITY	38.50	
02/22/2023	INVOICE	400070 FEB 23	ELECTRICITY	1,388.99	
02/22/2023	INVOICE	400071 FEB 23	ELECTRICITY	39.82	
02/22/2023	INVOICE	400072 FEB 23	ELECTRICITY	36.17	
02/22/2023	INVOICE	400073 FEB 23	ELECTRICITY	47.33	
02/22/2023	INVOICE	400075 FEB 23	ELECTRICITY	39.92	
02/22/2023	INVOICE	400076 FEB 23	ELECTRICITY	33.02	
02/22/2023	INVOICE	400077 FEB 23	ELECTRICITY	31.09	
02/22/2023	INVOICE	400078 FEB 23	ELECTRICITY	25.00	
02/22/2023	INVOICE	400079 FEB 23	ELECTRICITY	197.98	
02/22/2023	INVOICE	400081 FEB 23	ELECTRICITY	199.11	
02/22/2023	INVOICE	400083 FEB 23	ELECTRICITY	53.12	
02/22/2023	INVOICE	400084 FEB 23	ELECTRICITY	106.29	
02/22/2023	INVOICE	400085 FEB 23	ELECTRICITY	32.11	
02/22/2023	INVOICE	400088 FEB 23	ELECTRICITY	35.14	
02/22/2023	INVOICE	400089 FEB 23	ELECTRICITY	763.68	
02/22/2023	INVOICE	400090 FEB 23	ELECTRICITY	62.69	
02/22/2023	INVOICE	400091 FEB 23	ELECTRICITY	357.24	
02/22/2023	INVOICE	400092 FEB 23	ELECTRICITY	28.45	
02/22/2023	INVOICE	400093 FEB 23	ELECTRICITY	40.63	
02/22/2023	INVOICE	400094 FEB 23	ELECTRICITY	175.57	
02/22/2023	INVOICE	400095 FEB 23	ELECTRICITY	146.24	
02/22/2023	INVOICE	400096 FEB 23	ELECTRICITY	1,385.28	
02/22/2023	INVOICE	400097 FEB 23	ELECTRICITY	798.14	
Total:				85,686.09	
Net of 162 Invoices / 0 Checks				85,686.09	
10685	LOWER LOUP NATURAL RESOURCES DISTRI				
02/22/2023	INVOICE	005798	SHARE OF COLUMBUS RECHARGE PROJECT CONSTRUC	26,563.38	
Total:				26,563.38	
Net of 1 Invoices / 0 Checks				26,563.38	
03215	M & O DOOR PRODUCTS				
02/22/2023	INVOICE	IN102885	TOR SPRING, SCREW-IN PLUG	256.38	
Total:				256.38	
Net of 1 Invoices / 0 Checks				256.38	
03217	MAILBOX				
02/22/2023	INVOICE	115123	NEBRASKA PUBLIC HEALTH	10.73	
02/22/2023	INVOICE	115219	NEBRASKA PUBLIC HEALTH	10.73	
02/22/2023	INVOICE	115182	NEBRASKA PUBLIC HEALTH	10.73	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	32.19	
			Net of 3 Invoices / 0 Checks	32.19	
03212	MATHESON-LINWELD				
02/22/2023	INVOICE	52121384	MEDICAL OXYGEN	25.11	
02/22/2023	INVOICE	0027173513	ELECTRODE, SHIELD CAP	339.74	
02/22/2023	INVOICE	0027173504	ACETYLENE	111.00	
			Total:	475.85	
			Net of 3 Invoices / 0 Checks	475.85	
02101	MD SOLUTIONS INC				
02/22/2023	INVOICE	0050831	CROSS PIECE FLAT 90 DEGREE W/ 12" BLADE	419.71	
			Total:	419.71	
			Net of 1 Invoices / 0 Checks	419.71	
00083	MECHANICAL SALES INC				
02/22/2023	INVOICE	55892	ANNUAL AGREEMENT 1/1 - 12/31/23	8,344.00	
			Total:	8,344.00	
			Net of 1 Invoices / 0 Checks	8,344.00	
10692	MEDLINE INDUSTRIES INC				
02/22/2023	INVOICE	2249731284	BRACKET, WALL MOUNT	110.58	
			Total:	110.58	
			Net of 1 Invoices / 0 Checks	110.58	
03220	MENARDS				
02/22/2023	INVOICE	79952	LATEX GLOVES, ID TAGS, FLEX STEEL COND	44.40	
02/22/2023	INVOICE	79938	DRYWALL SCREW	7.38	
02/22/2023	INVOICE	79877	1" GRAY SPLITFLEX, 1/2" BLACK SPLITFLEX	11.96	
02/22/2023	INVOICE	79951	3X4 ELBOW, HEX NUTS, HEX BOLTS, FLAT WASHER:	21.78	
02/22/2023	INVOICE	80446	SLATWALL HOOKS & BASKET, BARNWOOD, CLOSET R	94.36	
02/22/2023	INVOICE	80431	9V & AA BATTERIES	19.78	
02/22/2023	INVOICE	80284	1/2" KNOCKOUT SEAL	6.06	
02/22/2023	INVOICE	80250	ZEP 1280Z, MF-EXTENSION, 3V BATTERY, CONTAC	122.54	
02/22/2023	INVOICE	80246	DIESEL CONDITIONER, QUICK LINK	51.84	
02/22/2023	INVOICE	80232	RECIPE BLADES, 100W LED 10 PACK	31.31	
02/22/2023	INVOICE	80185	14 BLK 100', 14 RED 50'	58.71	
02/22/2023	INVOICE	80175	SHARENA PULL DOWN, MF-LOCKING EXT, MF-RATCH	108.58	
			Total:	578.70	
			Net of 12 Invoices / 0 Checks	578.70	
03224	MIDWEST LABORATORIES INC				
02/22/2023	INVOICE	1121722	TESTING & SUPPLIES	198.90	
			Total:	198.90	
			Net of 1 Invoices / 0 Checks	198.90	
00487	MIDWEST TAPE LLC				
02/22/2023	INVOICE	503356978	DVD	19.49	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	19.49	
			Net of 1 Invoices / 0 Checks	19.49	
00463	MIKE'S TOWING				
02/22/2023	INVOICE	39129	TOWING	150.00	
02/22/2023	INVOICE	39138	TOWING	150.00	
02/22/2023	INVOICE	39139	TOWING	150.00	
02/22/2023	INVOICE	39148	TOWING	150.00	
02/22/2023	INVOICE	39505	TOWING	253.00	
02/22/2023	INVOICE	39509	TOWING	150.00	
02/22/2023	INVOICE	39510	TOWING	150.00	
02/22/2023	INVOICE	39513	TOWING	150.00	
02/22/2023	INVOICE	39520	TOWING	150.00	
02/22/2023	INVOICE	38685	TOWING	150.00	
			Total:	1,603.00	
			Net of 10 Invoices / 0 Checks	1,603.00	
00015	MIRACLE RECREATION EQUIPMENT				
02/22/2023	INVOICE	852581	BIG TIMBER LOG SLIDE	2,809.69	
			Total:	2,809.69	
			Net of 1 Invoices / 0 Checks	2,809.69	
03230	MOTION INDUSTRIES INC				
02/22/2023	INVOICE	NE07-00482833	Z20380	47.45	
02/22/2023	INVOICE	NE07-00482353	PARTS	51.29	
02/22/2023	INVOICE	NE07-00482217	REEL HOSE	150.64	
02/22/2023	INVOICE	NE07-00482517	15 INCH OCTAGONAL LED MINI LIGHT	344.34	
			Total:	593.72	
			Net of 4 Invoices / 0 Checks	593.72	
00210	MUNICIPAL PIPE TOOL CO LLC				
02/22/2023	INVOICE	33499	REPAIR FOR ULTRA SHORTY	2,982.02	
			Total:	2,982.02	
			Net of 1 Invoices / 0 Checks	2,982.02	
10225	NAPA AUTO PARTS OF COLUMBUS				
02/22/2023	INVOICE	728891	ORING KT	79.99	
02/22/2023	INVOICE	728419	NAPA EXACT FIT	14.42	
02/22/2023	INVOICE	728682	TERMINAL BOLT	3.04	
02/22/2023	INVOICE	728733	COTT PIN	0.89	
02/22/2023	INVOICE	728520	ORING, PERMATEX QUICKTITE	7.95	
			Total:	106.29	
			Net of 5 Invoices / 0 Checks	106.29	
10709	NDEE				
02/22/2023	INVOICE	2072023WATER	WATER OPERATOR LICENSE - JORDAN M BLAHAK	115.00	
			Total:	115.00	
			Net of 1 Invoices / 0 Checks	115.00	
10962	NE ASSOC OF EMERGENCY MANAGEMENT				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/22/2023	INVOICE	01558	2023 NAEM CONFERENCE	110.00	
02/22/2023	INVOICE	01559	2023 NAEM CONFERENCE - CHARLES SHERER	110.00	
			Total:	220.00	
			Net of 2 Invoices / 0 Checks	220.00	
10576 02/22/2023	NEBRASKA SPORTS COUNCIL INVOICE	2303	STATE GAMES SPONSORSHIP	1,250.00	
			Total:	1,250.00	
			Net of 1 Invoices / 0 Checks	1,250.00	
00029 02/22/2023	NEBRASKA STATE FIRE MARSHAL INVOICE	126790	ANNUAL BOILER CERTIFICATES - FIRE STATION	244.00	
			Total:	244.00	
			Net of 1 Invoices / 0 Checks	244.00	
03246 02/22/2023	NORTHEAST NEBRASKA ECONOMIC INVOICE	14	20-TFHP-17006 DRAWDOWN 14	31,095.25	
			Total:	31,095.25	
			Net of 1 Invoices / 0 Checks	31,095.25	
03245 02/22/2023	NORTHEAST NEBRASKA SOLID INVOICE	1312023TRANSFER	LANDFILL	50,676.30	
			Total:	50,676.30	
			Net of 1 Invoices / 0 Checks	50,676.30	
00350 02/22/2023	NOSWETT FENCING INC INVOICE	14050	SESOR FOR GATE	86.09	
			Total:	86.09	
			Net of 1 Invoices / 0 Checks	86.09	
03249 02/22/2023	OCCUPATIONAL HEALTH SERV INVOICE	386	ANNUAL DOT CONSORTIUM FEE, TESTING	254.00	
02/22/2023	INVOICE	306	TESTING	745.00	
			Total:	999.00	
			Net of 2 Invoices / 0 Checks	999.00	
00874 02/22/2023	OCLC, INC INVOICE	1000286024	CATALOGING & METADATA SUBSCRIPTION	935.74	
			Total:	935.74	
			Net of 1 Invoices / 0 Checks	935.74	
01451 02/22/2023	ONE CALL CONCEPTS INC INVOICE	3010130	LOCATE FEES	86.88	
			Total:	86.88	
			Net of 1 Invoices / 0 Checks	86.88	
01307	ONE SOURCE				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/22/2023	INVOICE	1639-20230131	BACK GROUND CHECKS	147.50	
			Total:	147.50	
			Net of 1 Invoices / 0 Checks	147.50	
00176	O'REILLY AUTOMOTIVE INC				
02/22/2023	INVOICE	0681-205565	LIGHT, JB WELD, PRO SIZE KWIK	41.77	
02/22/2023	INVOICE	0681-206822	M/T BEARING	55.84	
			Total:	97.61	
			Net of 2 Invoices / 0 Checks	97.61	
10411	PAPER TIGER SHREDDING				
02/22/2023	INVOICE	175128	2 - 64 GALLON CONTAINERS	60.00	
			Total:	60.00	
			Net of 1 Invoices / 0 Checks	60.00	
00345	PETE LIEN & SONS INC.				
02/22/2023	INVOICE	CD99026968	QUICKLIME FINES	6,913.53	
			Total:	6,913.53	
			Net of 1 Invoices / 0 Checks	6,913.53	
03258	PETTY CASH				
02/22/2023	INVOICE	2022023POLICE	PETTY CASH	49.92	
			Total:	49.92	
			Net of 1 Invoices / 0 Checks	49.92	
00155	PLATTE COUNTY				
02/22/2023	INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,408.00	
			Total:	3,408.00	
			Net of 1 Invoices / 0 Checks	3,408.00	
00758	PLATTE COUNTY REGISTER OF				
02/22/2023	INVOICE	46	RESOLUTION: R23-08, R23-09, R23-10	144.00	
			Total:	144.00	
			Net of 1 Invoices / 0 Checks	144.00	
01077	PLATTE VALLEY COMMUNICATIONS				
02/22/2023	INVOICE	102200248	CHECK UNIT 53 & 13, PARTIAL INSTALL LIC 308:	396.14	
02/22/2023	INVOICE	012300020	INSTALL VHF RADIO	914.89	
02/22/2023	INVOICE	012300028	CHECK COUNTY WIDE SOUTH	118.75	
			Total:	1,429.78	
			Net of 3 Invoices / 0 Checks	1,429.78	
03281	PREFERRED PLUMBING & HTG INC				
02/22/2023	INVOICE	838	UNPLUGGED SOUTH (PULIBC USE) TOILET	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10913 02/22/2023	PREMIER PROPERTY MANAGEMENT LLC INVOICE	2012023LEASE	MONTHLY LEASE PMT-COL FAMILY RESOURCE CTR, 1	11,252.86	
			Total:	11,252.86	
			Net of 1 Invoices / 0 Checks	11,252.86	
03261 02/22/2023	PRESTOX INVOICE	29484004	PEST CONTROL - 4630 HOWARD BLVD	57.63	
			Total:	57.63	
			Net of 1 Invoices / 0 Checks	57.63	
10967 02/22/2023	PROJECT LIFESAVER INTERNATIONAL INVOICE	23-011	GARY REYNOLDS TRAVEL EXPENSES	1,783.21	
			Total:	1,783.21	
			Net of 1 Invoices / 0 Checks	1,783.21	
10964 02/22/2023	PROVANTAGE ACCOUNTING INVOICE	9427731	RACK/TOWER LCD	2,536.59	
02/22/2023	INVOICE	9427716	APC RACK PDU SWITCHED	5,228.41	
			Total:	7,765.00	
			Net of 2 Invoices / 0 Checks	7,765.00	
03264 02/22/2023	REARDON LAWN & GARDEN INC INVOICE	1900	PICCO SLIM LOOP, CHAIN SPROCKET	33.99	
02/22/2023	INVOICE	2143	CREDIT - SALES TAX	(4.62)	
			Total:	29.37	
			Net of 2 Invoices / 0 Checks	29.37	
00161 02/22/2023	REMBOLT LUDTKE LLP INVOICE	165	LABOR & EMPLOYMENT ISSUES	1,440.00	
			Total:	1,440.00	
			Net of 1 Invoices / 0 Checks	1,440.00	
10643 02/22/2023	RUTT'S HEATING & A/C INC INVOICE	10090	LOW VOLTAGE FUSE BLOWN	600.00	
			Total:	600.00	
			Net of 1 Invoices / 0 Checks	600.00	
02704 02/22/2023	SANDRY FIRE SUPPLY LLC INVOICE	INV-026126	2023 ANNUAL SERVICE	814.76	
			Total:	814.76	
			Net of 1 Invoices / 0 Checks	814.76	
03270 02/22/2023	SAPP BROS COLUMBUS INC INVOICE	IN4067324	AMERIGUARD HYDRAULIC	679.50	
02/22/2023	INVOICE	IN4057739	AMERIGUARD HYDRAULIC	721.25	
02/22/2023	INVOICE	IN4049244	AMERIGUARD 15W-40 HD	852.50	
02/22/2023	INVOICE	IN4046318	FUEL	4,997.00	
02/22/2023	INVOICE	IN4063482	FUEL	5,185.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/22/2023	INVOICE	IN4057972	FUEL	10,525.32	
02/22/2023	INVOICE	CP0045821	DIESEL, DIESEL EXHAUST FLUID	37.23	
02/22/2023	INVOICE	IN4048896	FUEL	10,461.50	
Total:				33,459.30	
Net of 8 Invoices / 0 Checks				33,459.30	
10941	SERGI JARROD				
02/22/2023	INVOICE	2062023FIRE	TRIAL BY FIRE INSTRUCTOR LODGING	275.00	
Total:				275.00	
Net of 1 Invoices / 0 Checks				275.00	
03276	SHERWIN-WILLIAMS CO				
02/22/2023	INVOICE	24457	5 GAL PM 200 SG, JUMBO TRAY LINER	211.74	
Total:				211.74	
Net of 1 Invoices / 0 Checks				211.74	
01090	SHEVLIN SUPPLY				
02/22/2023	INVOICE	6467	BATH TISSUE, WHITE TOWELS, HAND SOAP	107.11	
02/22/2023	INVOICE	6479	FACIAL TISSUE	33.97	
Total:				141.08	
Net of 2 Invoices / 0 Checks				141.08	
03277	SIPPLE, HANSEN, EMERSON,				
02/22/2023	INVOICE	1-00M JAN 23	LEGAL SERVICES JANUARY	3,275.10	
Total:				3,275.10	
Net of 1 Invoices / 0 Checks				3,275.10	
01679	SNAP-ON TOOLS				
02/22/2023	INVOICE	02082350355	BRAKE BLEEDER	168.50	
Total:				168.50	
Net of 1 Invoices / 0 Checks				168.50	
00118	SOLID WASTE ASSOCIATION OF				
02/22/2023	INVOICE	2024-1484974	MEMBER ASSOCIATION DUES, NEBRASKA CORNHUSKE	449.00	
Total:				449.00	
Net of 1 Invoices / 0 Checks				449.00	
03278	STANLEY PETROLEUM				
02/22/2023	INVOICE	1469	4 - AD PETRO CLEAR FILTERS	55.60	
Total:				55.60	
Net of 1 Invoices / 0 Checks				55.60	
02743	TELECOMMUNICATION SYSTEMS INC.				
02/22/2023	INVOICE	04INV-000042656	MONTHLY CIRCUIT FEE	1,554.00	
Total:				1,554.00	
Net of 1 Invoices / 0 Checks				1,554.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10963 02/22/2023	THE CHILD'S WORLD INC INVOICE	NA154942	MATERIALS	1,139.55	
			Total:	1,139.55	
			Net of 1 Invoices / 0 Checks	1,139.55	
03128 02/22/2023	TIRE OUTLET INC INVOICE	222533	REPAIR	15.00	
			Total:	15.00	
			Net of 1 Invoices / 0 Checks	15.00	
10589 02/22/2023	TK ELEVATOR CORPORATION INVOICE	1000493949	MAINTENANCE CONTRACT	228.75	
			Total:	228.75	
			Net of 1 Invoices / 0 Checks	228.75	
10588 02/22/2023	TOO FAST SUPPLY INVOICE	379684	RECIP BLADE 9"	41.07	
02/22/2023	INVOICE	379685	1/4X1/4 UNIVERSAL JOINT - IMPACT	12.18	
			Total:	53.25	
			Net of 2 Invoices / 0 Checks	53.25	
01564 02/22/2023	TOOLEY DRUG INVOICE	01106183	CONTOUR NEXT	140.33	
			Total:	140.33	
			Net of 1 Invoices / 0 Checks	140.33	
00550 02/22/2023	TRUCK CENTER COMPANIES INVOICE	XA111025213:01	SCREW-SHLDR	24.60	
02/22/2023	INVOICE	XA111025425:01	SWITCH-LATCHING PTO ROCKER	32.14	
			Total:	56.74	
			Net of 2 Invoices / 0 Checks	56.74	
00357 02/22/2023	TURFWERKS INVOICE	OI54314	TORS SPRING	45.78	
02/22/2023	INVOICE	OI54346	BUSHINGS, DECK WHEELS, SPACER	283.81	
			Total:	329.59	
			Net of 2 Invoices / 0 Checks	329.59	
01413 02/22/2023	TWIN RIVERS VETERINARY CLINIC INVOICE	171522	VETERINARY SERVICES	223.00	
			Total:	223.00	
			Net of 1 Invoices / 0 Checks	223.00	
00100 02/22/2023	U & I SANITATION INVOICE	8837-283	JANUARY SERVICE	119.50	
			Total:	119.50	
			Net of 1 Invoices / 0 Checks	119.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00032 02/22/2023	UNITED STATES INVOICE	POST OFFICE POB1677	L PO BOX 1677 RENEWAL FEE FOR 2023	424.00	
			Total:	424.00	
			Net of 1 Invoices / 0 Checks	424.00	
03294 02/22/2023	USA BLUE BOOK INVOICE	254620	KELLER MICROLEVEL, COMMS CONVERTER	1,824.44	
			Total:	1,824.44	
			Net of 1 Invoices / 0 Checks	1,824.44	
00157 02/22/2023 02/22/2023	UTILITIES SECTION INVOICE INVOICE	8638 8585	WASTE SCREENING ONLINE SESSION SNOWBALL CONFERENCE - GRIFFITH & SPEICHER	35.00 230.00	
			Total:	265.00	
			Net of 2 Invoices / 0 Checks	265.00	
10948 02/22/2023	VAN DYKE CARROLL INVOICE	MONTHLY	OPEN/CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
02045 02/22/2023	VAN WALL EQUIPMENT INC INVOICE	5792201	PLCMT FLAG, PRACTICE GREEN CUP, ROYALINE 7.1	1,595.00	
			Total:	1,595.00	
			Net of 1 Invoices / 0 Checks	1,595.00	
02560 02/22/2023	VASICEK TARA L INVOICE	2142023	REIMBURSE - MEALS - WASHINGTON DC TRIP	49.98	
			Total:	49.98	
			Net of 1 Invoices / 0 Checks	49.98	
01181 02/22/2023 02/22/2023 02/22/2023	VERIZON WIRELESS INVOICE INVOICE INVOICE	9926969438 9926296784 9926345847	CELL PHONE JAN 06 - FEB 05 CELL PHONE CHARGES DEC 27 - JAN 26 CELL PHONE CHARGES DEC 27 - JAN 26	840.21 1,380.26 2,442.32	
			Total:	4,662.79	
			Net of 3 Invoices / 0 Checks	4,662.79	
03154 02/22/2023	WASTE CONNECTIONS OF NEBRASKA INVOICE	6519650T054	GARBAGE SERVICE - JANUARY	250.96	
			Total:	250.96	
			Net of 1 Invoices / 0 Checks	250.96	
02708 02/22/2023	WELLNESS PARTNERS LLC INVOICE	4675	MONTHLY NEWSLETTER	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03302 02/22/2023	WEMHOFF REFRIGERATION INC INVOICE	15383	SERVICE CALL - WALK IN FREEZER THERMOMETER	218.13	
			Total:	218.13	
			Net of 1 Invoices / 0 Checks	218.13	
10542 02/22/2023	WINSUPPLY NORFOLK NE CO INVOICE	54763400	BOTTLE FILTER	321.62	
			Total:	321.62	
			Net of 1 Invoices / 0 Checks	321.62	
10488 02/22/2023	WSKF ARCHITECTS INVOICE	20023019	20023 CHARLIE LOUIS STATION ADDITION/RENOVA'	1,310.00	
			Total:	1,310.00	
			Net of 1 Invoices / 0 Checks	1,310.00	
00208 02/22/2023	ZOLL MEDICAL CORPORATION INVOICE	3664673	INFANT ADHESIVE SENSOR	363.18	
02/22/2023	INVOICE	3662681	4 FT REUSABLE PATIENT CABLE	206.93	
			Total:	570.11	
			Net of 2 Invoices / 0 Checks	570.11	
			invoices and 0 checks for 157 vendors:	1,789,935.65	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
84335	LOUP POWER DISTRICT	02/02/2023	02/22/2023	9,988.88	9,988.88	Open	N
84417	HEARTLAND NATURAL GAS LLC	02/07/2023	02/22/2023	5,281.36	5,281.36	Open	N
84426	HEARTLAND NATURAL GAS LLC	02/07/2023	02/22/2023	5,233.65	5,233.65	Open	N
84498	HEIMAN INC.	01/23/2023	02/22/2023	9,522.00	9,522.00	Open	N
84506	PROVANTAGE ACCOUNTING	02/08/2023	02/22/2023	5,228.41	5,228.41	Open	N
84690	SAPP BROS COLUMBUS INC	01/25/2023	02/22/2023	5,185.00	5,185.00	Open	N
84697	CORE & MAIN LP	01/26/2023	02/22/2023	5,067.00	5,067.00	Open	N
84698	CORE & MAIN LP	01/26/2023	02/22/2023	5,067.00	5,067.00	Open	N
84717	BOKF NA	02/01/2023	02/22/2023	5,134.50	5,134.50	Open	N
84722	ELASTEC INC	01/20/2023	02/22/2023	5,440.00	5,440.00	Open	N
84741	PETE LIEN & SONS INC.	02/01/2023	02/22/2023	6,913.53	6,913.53	Open	N
84758	JEO CONSULTING GROUP INC	02/08/2023	02/22/2023	9,848.90	9,848.90	Open	N
84760	HDR ENGINEERING INC	01/31/2023	02/22/2023	7,035.47	7,035.47	Open	N
84775	DUNBAR DOUGLAS	02/01/2023	02/22/2023	7,018.00	7,018.00	Open	N

# of Invoices:	14	# Due:	14	Totals:	91,963.70	91,963.70
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos:					91,963.70	91,963.70
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--- TOTALS BY FUND ---

100 - GENERAL FUND	42,242.31	42,242.31
400 - DEBT SERVICE FUND	5,134.50	5,134.50
500 - UTILITY SERVICE	34,452.89	34,452.89
520 - WATER	10,134.00	10,134.00

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	15,077.31	15,077.31
110 - POLICE	10,625.00	10,625.00
120 - FIRE	9,522.00	9,522.00
155 - VAN BERG GOLF COURSE	2,316.00	2,316.00
156 - QUAIL RUN GOLF COURSE	4,702.00	4,702.00
459 - 2021 COPS - CITY HALL	5,134.50	5,134.50
500 - WASTEWATER COLLECTION	7,035.47	7,035.47
501 - WASTEWATER TREATMENT FAC	27,417.42	27,417.42
520 - WATER	10,134.00	10,134.00

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	2022 WINTER CONFERENCE - JON LOVELL	54.04	
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	ANNUAL DOT CONSORTIUM FEE, TESTING	75.00	
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACK GROUND CHECKS	58.00	
100-100-53200	PROFESSIONAL SERVICES	FORVIS LLP	PROGRESS BILLING FOR AUDIT	33,000.00	
100-100-53200	PROFESSIONAL SERVICES	LOWER LOUP NATURAL RESOURC	SHARE OF COLUMBUS RECHARGE PROJECT CONE	26,563.38	
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON,	LEGAL SERVICES JANUARY	3,275.10	
100-100-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHF	12-HP 23.8" E24 G4 MONITORS, SPEAKER BF	4,313.00	
100-100-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	GO DADDY - PREMIUM DNS RENEWAL	35.88	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	65.71	
100-100-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	LEGAL NOTICES MINUTES	694.19	
100-100-55900	MISCELLANEOUS	PLATTE COUNTY REGISTER OF	RESOLUTION: R23-08, R23-09, R23-10	144.00	
100-100-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - WATER FILTER REPLACEMENT	69.98	
100-100-56010	SUPPLIES	MENARDS	9V & AA BATTERIES	5.79	
100-100-56020	OFFICE SUPPLIES	BIG RED PRINTING	BUSINESS CARDS - TROY HIEMER	94.65	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	LASER BUSINESS CARD	1,936.69	
100-100-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	STAPLES - W-2 ENVELOPES	108.26	
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY POSTAGE, WATER STATEMENTS	112.21	
100-100-56040	POSTAGE AND FREIGHT	FIRST NATIONAL BANK OMAHA	USPS - POSTAGE	37.89	
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	3,353.60	
100-100-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	89.97	
100-100-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	96.66	
100-100-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	211.13	
100-100-56250	REFUSE	PAPER TIGER SHREDDING	2 - 64 GALLON CONTAINERS	60.00	
100-100-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE - JANUARY	125.48	
100-100-56410	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	BHM WORLD HERALD SUBSCRIPTION	27.99	
100-100-56410	BOOKS AND PUBLICATIONS	WELLNESS PARTNERS LLC	MONTHLY NEWSLETTER	10.00	
100-100-56610	CHAMBER OF COMMERCE	COLUMBUS AREA CHAMBER OF	2023 WORKFORCE DEVELOPEMENT PROGRAM	2,500.00	
100-100-56620	EMERGENCY MANAGEMENT	BLACK HILLS ENERGY	NATURAL GAS	133.81	
100-100-56620	EMERGENCY MANAGEMENT	HEARTLAND NATURAL GAS LLC	NATURAL GAS	431.67	
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	ELECTRICITY	337.50	
100-100-57200-20003	CAPITAL-LAND & BUILDINGS	JEO CONSULTING GROUP INC	FLOOD MITIGATION & RESILIENCY PLAN	9,848.90	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION CC	LIBRARY/CULTURAL ARTS FACILITY	238,383.99	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	BVH ARCHITECTURE	LIBRARY, CHILDRENS MUSEUM & CITY HALL	11,460.58	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	PROVANTAGE ACCOUNTING	RACK/TOWER LCD	7,765.00	
Total For Dept 100 GENERAL ADMINISTRATION				345,480.05	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	214.22	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	25.78	
100-102-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	114.69	
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	329.54	
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	104.78	
100-102-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	97.58	
100-102-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	18.55	
100-102-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	42.78	
Total For Dept 102 COLUMBUS AREA TRANSIT				947.92	
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-43530-III-C	SOCIAL SERVICES REIMBURSE	DHHS	CLAIM OVERPAYMENTS-MARILYN WILDERMAN	18.75	
100-103-53400-III-B	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHF	12-HP 23.8" E24 G4 MONITORS, SPEAKER BF	523.33	
100-103-53400-III-C	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHF	12-HP 23.8" E24 G4 MONITORS, SPEAKER BF	523.33	
100-103-53400-III-E	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHF	12-HP 23.8" E24 G4 MONITORS, SPEAKER BF	523.34	
100-103-54320-III-C	EQUIPMENT MAINTENANCE	WEMHOFF REFRIGERATION INC	SERVICE CALL - WALK IN FREEZER THERMOME	218.13	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-54510-III-B	BUILDING RENTAL/LEASE	PREMIER PROPERTY MANAGEMEN	MONTHLY LEASE PMT-COL FAMILY RESOURCE C	7,764.47	
100-103-54510-III-C	BUILDING RENTAL/LEASE	PREMIER PROPERTY MANAGEMEN	MONTHLY LEASE PMT-COL FAMILY RESOURCE C	3,488.39	
100-103-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	2023-2024 NONPROFIT CORPORATION BIENNIF	55.00	
100-103-56010-III-B	SUPPLIES	CULLIGAN OF COLUMBUS	REVERSE OSMOSIS	31.50	
100-103-56010-III-C	SUPPLIES	CULLIGAN OF COLUMBUS	REVERSE OSMOSIS	31.50	
100-103-56020-III-B	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	DUSTER 10 OZ	40.33	
100-103-56020-III-C	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	TAPE, ENVELOPE MOISTENER	31.32	
100-103-56300-III-C	FOOD COSTS	HY-VEE INC	BANANAS	74.13	
Total For Dept 103 COLUMBUS COMMUNITY CENTER				13,323.52	
Dept 104 CITY ADMINISTRATOR					
100-104-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	HAMPTON INN	1,792.39	
100-104-52700	TRAINING AND TUITION	VASICEK TARA L	REIMBURSE - MEALS - WASHINGTON DC TRIP	49.98	
Total For Dept 104 CITY ADMINISTRATOR				1,842.37	
Dept 105 FINANCE					
100-105-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - USB C CABLE, CHARGER, SCREEN E	225.71	
100-105-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	215.83	
Total For Dept 105 FINANCE				441.54	
Dept 106 CITY CLERK					
100-106-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	CLOTHING- ADAME, KEYES	55.00	
Total For Dept 106 CITY CLERK				55.00	
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	102.88	
100-108-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	42.78	
Total For Dept 108 HUMAN RESOURCES				145.66	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	PROJECT LIFESAVER	176.47	
100-110-52700	TRAINING AND TUITION	NE ASSOC OF EMERGENCY MAN	2023 NAEM CONFERENCE	220.00	
100-110-52700	TRAINING AND TUITION	PETTY CASH	PETTY CASH	49.92	
100-110-52700	TRAINING AND TUITION	PROJECT LIFESAVER INTERNA	GARY REYNOLDS TRAVEL EXPENSES	1,783.21	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	FIRST NATIONAL BANK OMAHA	HANDSHAKE - REGISTRATION FOR SPRING 202	65.00	
100-110-52810	UNIFORMS-QUARTERMASTER	GALLS LLC	ULTRASTINGER REPLACEMENT LAMP - QM ZYWI	179.96	
100-110-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	26.65	
100-110-53200	PROFESSIONAL SERVICES	PLATTE COUNTY	COUNTY ATTORNEY SERVICES	3,408.00	
100-110-53200	PROFESSIONAL SERVICES	TWIN RIVERS VETERINARY CL	VETERINARY SERVICES	223.00	
100-110-54310	BUILDING MAINTENANCE	WINSUPPLY NORFOLK NE CO	BOTTLE FILTER	321.62	
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	BRAKES, TIRES VIN #8538	3,174.45	
100-110-54380	MAINTENANCE AGREEMENTS	TK ELEVATOR CORPORATION	MAINTENANCE CONTRACT	228.75	
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	TOWING	1,850.00	
100-110-54530	VEHICLE TOWING	MIKE'S TOWING	TOWING	1,603.00	
100-110-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	SWABTEK - CANNABIS TEST KIT	536.42	
100-110-56010	SUPPLIES	SHEVLIN SUPPLY	BATH TISSUE, WHITE TOWELS, HAND SOAP	107.11	
100-110-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	BLACK RIBBON	7.38	
100-110-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	STAPLES - DVD-R 100 PACK	61.72	
100-110-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	10,182.00	
100-110-56150	D.A.R.E. EXPENSE	GODFATHER'S PIZZA	PIZZA - DARE	69.00	
100-110-56160	G.R.E.A.T. EXPENSE	FIRST NATIONAL BANK OMAHA	INSTITUTE FOR INTERGOVERNMENTAL RESEARC	105.00	
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	563.19	
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2,534.44	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	3,317.31	
100-110-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	151.79	
100-110-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	232.36	
100-110-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 06 - FEB 05	840.21	
100-110-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE - JANUARY	125.48	
100-110-56650	MEMBERSHIP DUES	FBI-LEEDA INC.	MEMBERSHIP - BRADLEY WANGLER	100.00	
100-110-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	FBI NATIONAL ACADEMY - NATIONAL DUES	260.00	
100-110-56650	MEMBERSHIP DUES	IALEFI	MEMBERSHIP DUES - ROMSHEK	55.00	
100-110-57510-23004	CAPITAL-EQUIPMENT	ELASTEC INC	DRUG TERMINATOR 110V	5,440.00	
Total For Dept 110 POLICE				37,998.44	
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	EICKMEIER HARLEY	LES LUKERT CONFERENCE - LUNCH	10.78	
100-120-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	EXPEDIA - HOLIDAY INN EXPRESS	253.47	
100-120-52700	TRAINING AND TUITION	HYTREK JAKE	LES LUKERT WINTER CONFERENCE-REG FEE &	100.63	
100-120-52700	TRAINING AND TUITION	KLUEVER ERIC A	REIMBURSEMENT FOR CLASSES	1,302.00	
100-120-52700	TRAINING AND TUITION	SERGI JARROD	TRIAL BY FIRE INSTRUCTOR LODGING	137.50	
100-120-52800	UNIFORMS	GALLS LLC	CREDIT - CARGO PANTS	303.93	
100-120-53200	PROFESSIONAL SERVICES	REMBOLT LUDTKE LLP	LABOR & EMPLOYMENT ISSUES	720.00	
100-120-53210	EQUIPMENT RECERT PROGRAM	ED M. FELD EQUIPMENT CO.	ANNUAL FUNCTION TEST	572.00	
100-120-53210	EQUIPMENT RECERT PROGRAM	SANDRY FIRE SUPPLY LLC	2023 ANNUAL SERVICE	814.76	
100-120-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	7.24	
100-120-54310	BUILDING MAINTENANCE	GENERAL FIRE AND SAFETY EQ	SEMI ANNUAL FIRE SUPPRESSION INSPECTION	147.50	
100-120-54310	BUILDING MAINTENANCE	NEBRASKA STATE FIRE MARSHAL	ANNUAL BOILER CERTIFICATES - FIRE STATI	122.00	
100-120-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	28.81	
100-120-54310	BUILDING MAINTENANCE	U & I SANITATION	JANUARY SERVICE	59.75	
100-120-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	100.07	
100-120-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	LASER CARTRIDGE	41.90	
100-120-56030	CLEANING SUPPLIES/SERVICE	HADLEY-BRAITHWAIT COMPANY	3 CASES MULTIFOLD TOWEL	68.93	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS,MOPS, POLISH TOWEL, WINDSHIELD WIE	67.40	
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	319.81	
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,565.85	
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,047.78	
100-120-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	140.65	
100-120-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	242.73	
100-120-57200-20021	CAPITAL-LAND & BUILDINGS	B-D CONSTRUCTION INC	COLUMBUS FIRE STATION #2	90,457.60	
100-120-57200-20021	CAPITAL-LAND & BUILDINGS	WSKF ARCHITECTS	20023 CHARLIE LOUIS STATION ADDITION/RE	1,310.00	
100-120-57510-23011	CAPITAL-EQUIPMENT	DANKO EMERGENCY EQUIPMENT	ROOF HOOKS, TRUCKMAN'S AX, MARRYING STF	4,559.50	
100-120-57510-23011	CAPITAL-EQUIPMENT	HEIMAN INC.	FIRE HOOKS	10,002.00	
Total For Dept 120 FIRE				114,504.59	
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NORTHEASY COMMUNITY COLLEGE - BOOKS	78.38	
100-121-52800	UNIFORMS	GALLS LLC	CREDIT - CARGO PANTS	303.93	
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR	616.00	
100-121-53200	PROFESSIONAL SERVICES	REMBOLT LUDTKE LLP	LABOR & EMPLOYMENT ISSUES	720.00	
100-121-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	7.24	
100-121-54310	BUILDING MAINTENANCE	GENERAL FIRE AND SAFETY EQ	SEMI ANNUAL FIRE SUPPRESSION INSPECTION	147.50	
100-121-54310	BUILDING MAINTENANCE	NEBRASKA STATE FIRE MARSHAL	ANNUAL BOILER CERTIFICATES - FIRE STATI	122.00	
100-121-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	28.82	
100-121-54310	BUILDING MAINTENANCE	U & I SANITATION	JANUARY SERVICE	59.75	
100-121-55930	REFUNDS	COLUMBUS CREDIT SERVICES	COLLECTIONS	241.30	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	GLOVE DISPENSER, RITE IN THE RAIN NOTEE	629.95	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 121 RESCUE					
100-121-56010	SUPPLIES	MATHESON-LINWELD	MEDICAL OXYGEN	25.11	
100-121-56010	SUPPLIES	TOOLEY DRUG	CONTOUR NEXT	140.33	
100-121-56010	SUPPLIES	ZOLL MEDICAL CORPORATION	INFANT ADHESIVE SENSOR	570.11	
100-121-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	100.06	
100-121-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	LASER CARTRIDGE	41.89	
100-121-56030	CLEANING SUPPLIES/SERVICE	HADLEY-BRAITHWAIT COMPANY	3 CASES MULTIFOLD TOWEL	68.92	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS,MOPS, POLISH TOWEL, WINDSHIELD WIF	67.40	
100-121-56050	FUEL	SAPP BROS COLUMBUS INC	DIESEL, DIESEL EXHAUST FLUID	37.23	
100-121-56190	PERSONAL PROTECTIVE SUPP	BOUND TREE MEDICAL LLC	GLOVE DISPENSER, RITE IN THE RAIN NOTEE	285.88	
100-121-56190	PERSONAL PROTECTIVE SUPP	MEDLINE INDUSTRIES INC	BRACKET, WALL MOUNT	110.58	
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	319.80	
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,565.85	
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,047.76	
100-121-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	140.64	
100-121-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	242.73	
100-121-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	1,380.26	
Total For Dept 121 RESCUE				9,099.42	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	SERGI JARROD	TRIAL BY FIRE INSTRUCTOR LODGING	137.50	
100-125-52900	EMPLOYEE HEALTH	OCCUPATIONAL HEALTH SERV	TESTING	745.00	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				882.50	
Dept 130 LIBRARY					
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	CLOTHING-MELODEE PETERSEN	208.00	
100-130-53400-MAKRS	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	COREL - COREL DRAW GRAPHICS SUITE	101.40	
100-130-53400-PATRN	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	FAX PLUS	11.99	
100-130-53410	ELECTRONIC CATALOGING	OCLC, INC	CATALOGING & METADATA SUBSCRIPTION	935.74	
100-130-54310	BUILDING MAINTENANCE	PREFERRED PLUMBING & HTG I	UNPLUGGED SOUTH (PULIBC USE) TOILET	100.00	
100-130-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	LOW VOLTAGE FUSE BLOWN	600.00	
100-130-54320-PATRN	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	223.43	
100-130-55400	ADVERTISING AND PROMOTION	COLUMBUS TELEGRAM	ADVERTISING	274.00	
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	CONSTANT CONTACT	66.50	
100-130-56010-BUILD	SUPPLIES	SHEVLIN SUPPLY	FACIAL TISSUE	33.97	
100-130-56010-MTRLS	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - SMALL CORRUGATED BOXES	128.47	
100-130-56010-MTRLS	SUPPLIES	LIBRARY STORE INC	UV RESISTANT LABEL PROTECTORS	113.14	
100-130-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - 3D PRINTING PROJECTS, BOOK OF	22.99	
100-130-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	38.60	
100-130-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	81.57	
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,845.81	
100-130-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	94.88	
100-130-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	42.78	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	INTERNET SERVICE 02/01-02/28	239.95	
100-130-56400-CHILD	PROGRAMS	FIRST NATIONAL BANK OMAHA	AMAZON - GUMBALL MACHINE, VENDING MACHI	109.58	
100-130-56400-CHILD	PROGRAMS	HY-VEE INC	GROCERIES	131.48	
100-130-56400-CHSRP	PROGRAMS	FUN EXPRESS LLC	BRACELETS, TOP HATS, BUBLE WANDS, STRES	1,996.78	
100-130-56400-MAKRS	PROGRAMS	FIRST NATIONAL BANK OMAHA	USCUTTER - SUBLIMATION INK, WASTE INK I	252.00	
100-130-56400-YASCH	PROGRAMS	FIRST NATIONAL BANK OMAHA	CASEYS - PIZZA	290.84	
100-130-56400-YASCH	PROGRAMS	HY-VEE INC	WATER	10.98	
100-130-56400-YASCH	PROGRAMS	LAKEVIEW HIGH SCHOOL	BUS TO OMAHA HENRY DOORLY ZOO	480.00	
100-130-56400-YASRP	PROGRAMS	FIRST NATIONAL BANK OMAHA	AMAZON - STARDEW VALLEY, NINTENDO SWITC	236.89	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	CENTER POINT LARGE PRINT	MATERIALS	94.08	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - DVD'S	354.11	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	1,110.27	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVD	19.49	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	OTC- KITS FOR SELF DIRECTED ACTIVITIES	317.09	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	208.40	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	THE CHILD'S WORLD INC	MATERIALS	1,139.55	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	VIDEO LIBRARIAN - PREMIUM ACCESS ANNUAL	75.00	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	REFUND AMAZON	3.97	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	751.16	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION CO	LIBRARY/CULTURAL ARTS FACILITY	644,519.64	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BVH ARCHITECTURE	LIBRARY, CHILDRENS MUSEUM & CITY HALL	30,985.87	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	FIRST NATIONAL BANK OMAHA	AMAZON - HEADPHONE JACK DUST CAP	1,148.15	
Total For Dept 130 LIBRARY				690,398.55	
Dept 140 CEMETERY					
100-140-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	12-HP 23.8" E24 G4 MONITORS, SPEAKER B	1,345.00	
100-140-53520	CONTRACT SERVICES	VAN DYKE CARROLL	OPEN/CLOSE CEMETERY GATES	146.50	
100-140-54330	VEHICLE MAINTENANCE	NAPA AUTO PARTS OF COLUMB	NAPA EXACT FIT	14.42	
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	331.50	
100-140-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	25.19	
100-140-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	42.78	
Total For Dept 140 CEMETERY				1,905.39	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	2022 WINTER CONFERENCE - JON LOVELL	36.02	
100-145-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	CLOTHING- ADAME, KEYES	42.00	
100-145-53200	PROFESSIONAL SERVICES	CENTER FOR MUNICIPAL SOLU	COLUMBUS NE ATC - 1314 17TH ST	4,625.00	
100-145-55930	REFUNDS	COLUMBUS CREDIT SERVICES	11 PRE-COLLECT NOTICES	21.45	
100-145-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	256.68	
Total For Dept 145 COMMUNITY DEVELOPMENT				4,981.15	
Dept 150 PARKS					
100-150-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	GROW NEBRASKA AGRITOURISM & ADVENTURE T	165.02	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	FIRST NATIONAL BANK OMAHA	NRPA OPERATING MEMBERSHIP	180.00	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACK GROUND CHECKS	31.50	
100-150-52800	UNIFORMS	COLUMBUS SCREEN PRINTING	T SHIRTS	328.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	51.38	
100-150-53200	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OMAHA	SURVEY MONKEY - ADVANTAGE ANNUAL PLAN 1	468.00	
100-150-53200	PROFESSIONAL SERVICES	NEBRASKA SPORTS COUNCIL	STATE GAMES SPONSORSHIP	1,250.00	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	BULB	76.85	
100-150-54310	BUILDING MAINTENANCE	COLUMBUS PLUMBING COMPANY	URINAL	320.00	
100-150-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	POU COOLER	38.00	
100-150-54310	BUILDING MAINTENANCE	MIRACLE RECREATION EQUIPME	BIG TIMBER LOG SLIDE	2,809.69	
100-150-54310	BUILDING MAINTENANCE	SHERWIN-WILLIAMS CO	5 GAL PM 200 SG, JUMBO TRAY LINER	211.74	
100-150-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	GLOVES, NUTS, BOLTS	36.57	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	HYDRAULIC FILTER	684.43	
100-150-54320	EQUIPMENT MAINTENANCE	MOTION INDUSTRIES INC	Z20380	47.45	
100-150-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	PICCO SLIM LOOP, CHAIN SPROCKET	33.99	
100-150-54320	EQUIPMENT MAINTENANCE	SAPP BROS COLUMBUS INC	AMERIGUARD HYDRAULIC	1,532.00	
100-150-54320	EQUIPMENT MAINTENANCE	TURFWERKS	BUSHINGS, DECK WHEELS, SPACER	283.81	
100-150-54330	VEHICLE MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, LYNCH PIN	12.11	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	AIR FILTER, PRIME 50/50 GAL	45.42	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	BSN SPORTS LLC	BIG LEAGUE FIELD DRAG	629.12	
100-150-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	OVERLIMIT FEE	39.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	162.63	
100-150-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	403.70	
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,607.04	
100-150-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	1,054.97	
100-150-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	205.59	
100-150-56400	PROGRAMS	GREAT PLAINS BUILDING SUPPLIES	ATHELETIC FIELD MARKER	378.84	
Total For Dept 150 PARKS				14,086.85	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-54310	BUILDING MAINTENANCE	MENARDS	LATEX GLOVES, ID TAGS, FLEX STEEL COND	103.11	
100-151-55920	MISC FEES	FIRST NATIONAL BANK OMAHA	AUTHORIZE NET	15.00	
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	77.20	
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,388.99	
100-151-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	306.63	
100-151-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	93.03	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				1,983.96	
Dept 152 AQUATIC CENTER POOL					
100-152-53200	PROFESSIONAL SERVICES	JACKSON SERVICES INC	MATS	44.38	
100-152-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	12-HP 23.8" E24 G4 MONITORS, SPEAKER B	1,570.00	
100-152-54310	BUILDING MAINTENANCE	FIRST NATIONAL BANK OMAHA	SWIMOUTLET - SWIM BLOCK TRACK-START	1,279.04	
100-152-54310	BUILDING MAINTENANCE	MECHANICAL SALES INC	ANNUAL AGREEMENT 1/1 - 12/31/23	8,344.00	
100-152-54310	BUILDING MAINTENANCE	MENARDS	SLATWALL HOOKS & BASKET, BARNWOOD, CLOS	94.36	
100-152-54320	EQUIPMENT MAINTENANCE	EXTRACTOR CORPORATION	SHOCK MOUNT KIT, BRAKE PARTS KIT	139.00	
100-152-55920	MISC FEES	FIRST NATIONAL BANK OMAHA	AUTHORIZE NET	15.00	
100-152-56010	SUPPLIES	MENARDS	9V & AA BATTERIES	13.99	
100-152-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	INK CARTRIDGES, LAMINATE, STAPLER, PEN,	237.24	
100-152-56060	CHEMICALS	AQUA-CHEM INC	CHEMICALS	803.20	
100-152-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	818.66	
100-152-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	4,087.33	
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,243.80	
100-152-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	213.30	
100-152-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	95.88	
Total For Dept 152 AQUATIC CENTER POOL				21,999.18	
Dept 155 VAN BERG GOLF COURSE					
100-155-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	2,316.00	
100-155-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	BATTERY, OIL FILTER	154.79	
100-155-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBUS	TERMINAL BOLT	3.93	
100-155-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	458.86	
100-155-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	43.58	
Total For Dept 155 VAN BERG GOLF COURSE				2,977.16	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	UNIV OF NE - PESTICIDE SAFETY PROGRAM	95.00	
100-156-53400	COMPUTER SUPPORT/MAINT	CLUB PROPHET SYSTEMS	MONTHLY TEE SHEET	90.00	
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	4,702.00	
100-156-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	BATTERY, OIL FILTER	35.72	
100-156-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	CREDIT - SALES TAX	(4.62)	
100-156-54320	EQUIPMENT MAINTENANCE	TURFWERKS	TORS SPRING	45.78	
100-156-55400	ADVERTISING AND PROMOTION	COLUMBUS OUTLAWS BASEBALL	2023 BLACK LEVEL SPONSORSHIP	300.00	
100-156-55400	ADVERTISING AND PROMOTION	GOLFNOW	WEBSITE/EMAIL HOSTING	185.66	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	54.88	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 156 QUAIL RUN GOLF COURSE					
100-156-56010	SUPPLIES	MENARDS	SHARENA PULL DOWN, MF-LOCKING EXT, MF-F	108.58	
100-156-56010	SUPPLIES	TOO FAST SUPPLY	1/4X1/4 UNIVERSAL JOINT - IMPACT	12.18	
100-156-56010	SUPPLIES	VAN WALL EQUIPMENT INC	PLCMT FLAG, PRACTICE GREEN CUP, ROYALIN	1,595.00	
100-156-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	239.20	
100-156-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	711.79	
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	900.39	
100-156-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	69.40	
100-156-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	95.88	
100-156-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	42.78	
100-156-57200-23020	CAPITAL-LAND & BUILDINGS	AG SPRAY EQUIPMENT	HOSE BARB, HOSE CLAMP	56.00	
100-156-57200-23020	CAPITAL-LAND & BUILDINGS	MATHESON-LINWELD	ACETYLENE	111.00	
100-156-57200-23020	CAPITAL-LAND & BUILDINGS	MENARDS	RECIPE BLADES, 100W LED 10 PACK	31.31	
100-156-57200-23020	CAPITAL-LAND & BUILDINGS	TOO FAST SUPPLY	RECIP BLADE 9"	41.07	
Total For Dept 156 QUAIL RUN GOLF COURSE				9,519.00	
Total For Fund 100 GENERAL FUND				1,272,572.25	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	BOGUS RICHARD	REIMBURSE-MEALS & MILEAGE NEB CONV PAVI	145.48	
200-200-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	PETRO CLASSROOM - ONLINE CLASS A/B/C OF	1,170.61	
200-200-52700	TRAINING AND TUITION	HINER TYLER	RENEW CDL	31.00	
200-200-52700	TRAINING AND TUITION	HY-VEE INC	GATORADE, LUNCH MEAT, CHIPS, BREAD	129.00	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	SHOP TOWELS, UNIFORMS	441.98	
200-200-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	12-HP 23.8" E24 G4 MONITORS, SPEAKER BF	3,140.00	
200-200-54310	BUILDING MAINTENANCE	KELLY SUPPLY COMPANY	BALL VALVE, BLACK PIPE NIPPLE, SCREWED	31.43	
200-200-54330	VEHICLE MAINTENANCE	MOTION INDUSTRIES INC	15 INCH OCTAGONAL LED MINI LIGHT	344.34	
200-200-54330	VEHICLE MAINTENANCE	PLATTE VALLEY COMMUNICATIO	CHECK UNIT 53 & 13, PARTIAL INSTALL LIC	1,199.89	
200-200-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	SWITCH-LATCHING PTO ROCKER	32.14	
200-200-54520	EQUIPMENT RENTAL/PURCHASE	GEHRING CONSTRUCTION &	14 HRS JD772 GRADER	2,100.00	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	PROPANE	258.66	
200-200-56010	SUPPLIES	BLACKSTRAP INC	ROAD SALT 26.5 TONS	3,380.80	
200-200-56010	SUPPLIES	MATHESON-LINWELD	ELECTRODE, SHIELD CAP	339.74	
200-200-56050	FUEL	FIRST NATIONAL BANK OMAHA	HOSPERS MINI MART	48.84	
200-200-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	10,461.50	
200-200-56120	TRAFFIC SIGNS	MD SOLUTIONS INC	CROSS PIECE FLAT 90 DEGREE W/ 12" BLADE	419.71	
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	479.35	
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2,360.97	
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	594.30	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	31,125.18	
200-200-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	463.14	
200-200-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	168.35	
200-200-56250	REFUSE	ACE SANITATION SERVICE INC	GARBAGE SERVICE JANUARY	55.00	
Total For Dept 200 STREETS				58,921.41	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	SHOP TOWELS, UNIFORMS	66.14	
200-202-56010	SUPPLIES	LAWSON PRODUCTS	CUT OFF WHEELS	72.36	
200-202-56090	SMALL TOOLS	SNAP-ON TOOLS	BRAKE BLEEDER	168.50	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	RETURN - FUEL & OIL FILTER	(126.09)	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	8G-12MBX90	117.92	
200-202-56130	SUPPLIES FOR RESALE	CORNHUSKER INT'L TRUCKS, I	KT VALVE	63.87	
200-202-56130	SUPPLIES FOR RESALE	KELLY SUPPLY COMPANY	GATES STEM	34.61	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 202 MECHANICS SHOP					
200-202-56130	SUPPLIES FOR RESALE	LAWSON PRODUCTS	FIRE & RESCUE BLADE	6.54	
200-202-56130	SUPPLIES FOR RESALE	MOTION INDUSTRIES INC	PARTS	201.93	
200-202-56130	SUPPLIES FOR RESALE	TRUCK CENTER COMPANIES	SCREW-SHLDR	24.60	
Total For Dept 202 MECHANICS SHOP				630.38	
Total For Fund 200 STREETS/ENGINEERING				59,551.79	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACK GROUND CHECKS	31.50	
205-205-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHZ	12-HP 23.8" E24 G4 MONITORS, SPEAKER B	1,570.00	
205-205-54310	BUILDING MAINTENANCE	M & O DOOR PRODUCTS	TOR SPRING, SCREW-IN PLUG	256.38	
205-205-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	ENGINE OIL FILTER	101.65	
205-205-56010	SUPPLIES	MENARDS	DRYWALL SCREW	19.34	
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,469.85	
205-205-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	26.54	
205-205-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	85.56	
205-205-56260	UTILITIES - FSS BUILDING	CITY OF COLUMBUS	WATER & SEWER	56.59	
205-205-56260	UTILITIES - FSS BUILDING	LOUP POWER DISTRICT	ELECTRICITY	692.64	
Total For Dept 205 AIRPORT				4,310.05	
Total For Fund 205 AIRPORT				4,310.05	
Fund 211 1/2 CENT SALES TAX					
Dept 211 1/2 CENT SALES TAX					
211-211-59020	INTEREST AND FISCAL FEES	BOKF NA	SALES TAX REVENUE BONDS 9POLICE & FIRE	249,518.75	
Total For Dept 211 1/2 CENT SALES TAX				249,518.75	
Total For Fund 211 1/2 CENT SALES TAX				249,518.75	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	HEARTSAVER COURSE - RICHARD BOLTON & KF	148.00	
220-220-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	APCO INTERNATIONAL - PST ONLINE	384.00	
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	ANNUAL DOT CONSORTIUM FEE, TESTING	179.00	
220-220-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	39.19	
220-220-56010	SUPPLIES	CULLIGAN OF COLUMBUS	REVERSE OSMOSIS	32.00	
220-220-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	83.97	
220-220-56030	CLEANING SUPPLIES/SERVICE	FIRST NATIONAL BANK OMAHA	AMAZON - LINER BAGS	34.77	
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	692.64	
220-220-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	56.58	
220-220-56240	TELEPHONE	AT&T MOBILITY	WIRELESS - ACCOUNT #287321675065	80.08	
220-220-56240	TELEPHONE	CENTURY LINK	E911 PHONE CHARGES	930.00	
220-220-56240	TELEPHONE	FRONTIER	E911 PHONE CHARGES 1/30/23 TO 2/28/23	879.19	
220-220-56240	TELEPHONE	LINGO	E911 PHONE SERVICE 01/01/2023-01/31/202	51.68	
220-220-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	42.78	
220-220-57510-21084	CAPITAL-EQUIPMENT	PLATTE VALLEY COMMUNICATIO	CHECK COUNTY WIDE SOUTH	118.75	
Total For Dept 220 E911				3,752.63	
Total For Fund 220 COMMUNICATIONS - E911				3,752.63	
Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING					
Dept 225 EC-911 EQUIPMENT SHARING					

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING					
Dept 225 EC-911 EQUIPMENT SHARING					
225-225-56240	TELEPHONE	TELECOMMUNICATION SYSTEMS	MONTHLY CIRCUIT FEE	1,554.00	
Total For Dept 225 EC-911 EQUIPMENT SHARING				1,554.00	
Total For Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHAR				1,554.00	
Fund 240 HOUSING REHAB & LOANS					
Dept 245 CDBG GRANTS					
240-245-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	20-TFHP-17006 DRAWDOWN 14	31,095.25	
Total For Dept 245 CDBG GRANTS				31,095.25	
Total For Fund 240 HOUSING REHAB & LOANS				31,095.25	
Fund 400 DEBT SERVICE FUND					
Dept 459 2021 COPS - CITY HALL					
400-459-59020	INTEREST AND FISCAL FEES	BOKF NA	CERTIFICATES OF PARTICIPATION REFUNDING	5,134.50	
Total For Dept 459 2021 COPS - CITY HALL				5,134.50	
Total For Fund 400 DEBT SERVICE FUND				5,134.50	
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	2022 WINTER CONFERENCE - JON LOVELL	54.05	
500-500-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACK GROUND CHECKS	26.50	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	419.46	
500-500-54310	BUILDING MAINTENANCE	KELLY SUPPLY COMPANY	BALL VALVE, BLACK PIPE NIPPLE, SCREWED	31.41	
500-500-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	TEE, ELBOW, CAP, PVC PRESSURE PIPE	74.28	
500-500-54320	EQUIPMENT MAINTENANCE	MUNICIPAL PIPE TOOL CO LLC	REPAIR FOR ULTRA SHORTY	2,982.02	
500-500-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	LIGHT, JB WELD, PRO SIZE KWIK	41.77	
500-500-54320	EQUIPMENT MAINTENANCE	PLATTE VALLEY COMMUNICATIO	CHECK UNIT 53 & 13, PARTIAL INSTALL LIC	55.57	
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	43.44	
500-500-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	REFILL CALENDAR	4.37	
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY POSTAGE, WATER STATEMENTS	2,247.45	
500-500-56040	POSTAGE AND FREIGHT	UNITED STATES POST OFFICE	PO BOX 1677 RENEWAL FEE FOR 2023	212.00	
500-500-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER D	ELECTRICITY	318.72	
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,982.25	
500-500-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	77.19	
500-500-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	62.50	
500-500-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	354.29	
500-500-56250	REFUSE	ACE SANITATION SERVICE INC	GARBAGE SERVICE 01/01-01/31	27.50	
500-500-57300-20091	CAPITAL-NEW CONSTRUCTION	HDR ENGINEERING INC	LOST CREEK PARKWAY SEWER PROJECT	7,035.47	
Total For Dept 500 WASTEWATER COLLECTION				16,050.24	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	HOLIDAY INN KEARNEY	708.95	
500-501-52700	TRAINING AND TUITION	UTILITIES SECTION	SNOWBALL CONFERENCE - GRIFFITH & SPEICH	230.00	
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	202.34	
500-501-54320	EQUIPMENT MAINTENANCE	GRAINGER	MOTOR 1/30 HP	72.22	
500-501-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	HD BELT	733.58	
500-501-54320	EQUIPMENT MAINTENANCE	MENARDS	DIESEL CONDITIONER, QUICK LINK	51.84	
500-501-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	ORING KT	87.94	
500-501-55640	COMPLIANCE TESTING	MIDWEST LABORATORIES INC	TESTING & SUPPLIES	198.90	
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	HANGER STORAGE, QUICK LINK, LINK CHAIN	35.51	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	25.89	

UNJOURNALIZED  
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	6,913.53	
500-501-56100	LABORATORY	CULLIGAN OF COLUMBUS	DI REGENERATION	369.07	
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	4,676.09	
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	10,515.01	
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	13,970.08	
500-501-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	2,321.58	
500-501-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	102.88	
500-501-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	85.56	
500-501-56250	REFUSE	NORTHEAST NEBRASKA SOLID	LANDFILL	174.74	
Total For Dept 501 WASTEWATER TREATMENT FAC				41,475.71	
Total For Fund 500 UTILITY SERVICE				57,525.95	
Fund 520 WATER					
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	2022 WINTER CONFERENCE - JON LOVELL	54.05	
520-520-52700	TRAINING AND TUITION	NDEE	WATER OPERATOR LICENSE - JORDAN M BLAHF	115.00	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	165.77	
520-520-54310	BUILDING MAINTENANCE	KELLY SUPPLY COMPANY	BALL VALVE, BLACK PIPE NIPPLE, SCREWED	31.41	
520-520-54310	BUILDING MAINTENANCE	O'REILLY AUTOMOTIVE INC	M/T BEARING	55.84	
520-520-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	BALL VALVE, BUSHING SET	15.47	
520-520-54320	EQUIPMENT MAINTENANCE	MENARDS	3X4 ELBOW, HEX NUTS, HEX BOLTS, FLAT WF	27.84	
520-520-54320	EQUIPMENT MAINTENANCE	PLATTE VALLEY COMMUNICATIO	CHECK UNIT 53 & 13, PARTIAL INSTALL LIC	55.57	
520-520-54390	SYSTEM MAINTENANCE	KELLY SUPPLY COMPANY	RED RUBBER DURO	166.71	
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	43.44	
520-520-54420	WELL MAINTENANCE	USA BLUE BOOK	KELLER MICROLEVEL, COMMS CONVERTER	1,824.44	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	REFILL CALENDAR	4.36	
520-520-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - TONER CARTRIDGE	523.20	
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY POSTAGE, WATER STATEMENTS	2,247.46	
520-520-56040	POSTAGE AND FREIGHT	MAILBOX	NEBRASKA PUBLIC HEALTH	32.19	
520-520-56040	POSTAGE AND FREIGHT	UNITED STATES POST OFFICE	PO BOX 1677 RENEWAL FEE FOR 2023	212.00	
520-520-56130	SUPPLIES FOR RESALE	CORE & MAIN LP	OMNI 6 T2	6,330.90	
520-520-56135	AMR RADIO EXPENSE	CORE & MAIN LP	OMNI 6 T2	5,067.00	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	1,668.41	
520-520-56210	NATURAL GAS	FERRELLGAS LP	PROPANE	691.71	
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,011.85	
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	12,545.78	
520-520-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	227.15	
520-520-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	62.50	
520-520-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	170.67	
520-520-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	559.87	
520-520-56250	REFUSE	ACE SANITATION SERVICE INC	GARBAGE SERVICE 01/01-01/31	27.50	
520-520-57200-22031	CAPITAL-LAND & BUILDINGS	HDR ENGINEERING INC	DESIGN & CONSTRUCTION PHASE-LOST CREEK	2,851.16	
Total For Dept 520 WATER				36,789.25	
Total For Fund 520 WATER				36,789.25	
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	2022 WINTER CONFERENCE - JON LOVELL	36.04	
560-560-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	42.92	
Total For Dept 560 STORMWATER UTILITY				78.96	

UNJOURNALIZED  
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 560 STORMWATER UTILITY					
Total For Fund 560 STORMWATER UTILITY				78.96	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52700	TRAINING AND TUITION	UTILITIES SECTION	WASTE SCREENING ONLINE SESSION	35.00	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	212.38	
570-570-54310	BUILDING MAINTENANCE	NOSWETT FENCING INC	SENSOR FOR GATE	86.09	
570-570-54320	EQUIPMENT MAINTENANCE	ADVANCE AUTO PARTS	LUBE	242.39	
570-570-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	FUEL, OIL & AIR FILTERS, 15W40, 5W20, I	50.10	
570-570-54330	VEHICLE MAINTENANCE	FULL THROTTLE TRUCK &	2019 FREIGHTLINER - OIL FILTER KIT, FUE	565.07	
570-570-54330	VEHICLE MAINTENANCE	GAVER TIRE & AUTO CENTER 12	- HERCULES H-804 TIRES	1,539.88	
570-570-54330	VEHICLE MAINTENANCE	SAPP BROS COLUMBUS INC	AMERIGUARD HYDRAULIC	721.25	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	15.00	
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	LANDFILL	50,501.56	
570-570-56010	SUPPLIES	MENARDS	ZEP 128OZ, MF-EXTENSION, 3V BATTERY, CC	24.56	
570-570-56010	SUPPLIES	STANLEY PETROLEUM	4 - AD PETRO CLEAR FILTERS	55.60	
570-570-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CALCULATOR	74.99	
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	33.04	
570-570-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	10,525.32	
570-570-56090	SMALL TOOLS	MENARDS	ZEP 128OZ, MF-EXTENSION, 3V BATTERY, CC	97.98	
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,222.55	
570-570-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	317.73	
570-570-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES DEC 27 - JAN 26	42.78	
570-570-56650	MEMBERSHIP DUES	SOLID WASTE ASSOCIATION OF	MEMBER ASSOCIATION DUES, NEBRASKA CORN	449.00	
Total For Dept 570 TRANSFER STATION				66,812.27	
Total For Fund 570 SOLID WASTE DIVISION				66,812.27	
Fund 600 HEALTH INSURANCE					
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-PACE PROGRAM	1,240.00	
Total For Dept 000				1,240.00	
Total For Fund 600 HEALTH INSURANCE				1,240.00	

02/17/2023 09:21 AM  
User: LAURA.RUPP  
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
EXP CHECK RUN DATES 02/22/2023 - 02/22/2023

UNJOURNALIZED  
BOTH OPEN AND PAID

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

Fund 100 GENERAL FUND	1,272,572.25
Fund 200 STREETS/ENGINEE	59,551.79
Fund 205 AIRPORT	4,310.05
Fund 211 1/2 CENT SALES	249,518.75
Fund 220 COMMUNICATIONS	3,752.63
Fund 225 COMMUNICATIONS-	1,554.00
Fund 240 HOUSING REHAB &	31,095.25
Fund 400 DEBT SERVICE FU	5,134.50
Fund 500 UTILITY SERVICE	57,525.95
Fund 520 WATER	36,789.25
Fund 560 STORMWATER UTII	78.96
Fund 570 SOLID WASTE DIV	66,812.27
Fund 600 HEALTH INSURANC	1,240.00

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Total For All Funds:	1,789,935.65
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**5. APPROVAL OF MINUTES - Included in Consent Agenda**

**6. SPECIAL PRESENTATIONS - None**

**7. PUBLIC HEARINGS**

7.A. Public hearing - Application of Shady Lake Development LLC for final plat and development agreement of Merlin's Addition (southeast corner of Highway 81 and 63 Avenue). (Planning Commission recommends approval.)

**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, February 21, 2023, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the final plat and development agreement of Merlin's Addition, a parcel of land located in the Northwest quarter of Section 14, Township 17 North, Range 1 West of the Sixth P.M., Platte County, Nebraska, being described as follows: beginning at the Southeast corner of the Northwest quarter of said Section 14; thence S89°50'23"W (assumed bearing) on the South line of said Northwest quarter, a distance of 2331.38 feet to the Southwest corner of a tract of land described in deed book 234, page 859; thence N00°54'24"W on the Westerly line of said tract, a distance of 666.51 feet; thence S89°53'49"W continuing on said Westerly line, a distance of 324.00 feet to the West line of said Northwest quarter; thence N00°55'02"W on said West line, a distance of 1603.06 feet to the Southerly right of way line of the Union Pacific Railroad; thence S50°46'11"E on said Southerly right of way line, a distance of 3474.24 feet to the East line of said Northwest quarter; thence S00°20'39"E on the East line of said Northwest quarter, a distance of 64.94 feet to the point of beginning, containing 66.21 acres, more or less (Southeast corner of Highway 81 and 63 Avenue) 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 Planning Commission will hold a separate public hearing as to whether said Addition as above described 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.

CITY OF COLUMBUS, NEBRASKA  
Janelle Kline, City Clerk

Publish: 02:09:23  
Two Affidavits of Publication

**MAJOR APPLICATION  
FOR SUBDIVISION OR ADDITION  
PRELIMINARY PLAT / FINAL  
(CIRCLE ONE)**

DATE: 11/28/2022

NAME OF SUBDIVISION: MERLIN'S ADDITION

NAME OF PROPERTY OWNER: SHADY LAKE DEVELOPMENT LLC

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: KEVIN GEHRING

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 5424 W MEADOW DR

PHONE NUMBER: 402.910.3701

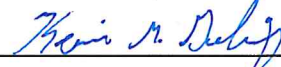
REPRESENTATIVE OR PROPERTY OWNER E-MAIL: KEVING@GEHRINGCONCRETE.COM

NUMBER OF LOTS IN SUBDIVISION: 1

ADDRESS OF SUBDIVISION: SOUTHEAST CORNER OF HIGHWAY 81 AND 63RD AVENUE

I hereby apply for a Major Subdivision / Addition and have paid \$300.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.

KEVIN GEHRING



Owner or Owner's Representative

CLARK GRANT

Attorney / Legal Counsel for Applicant

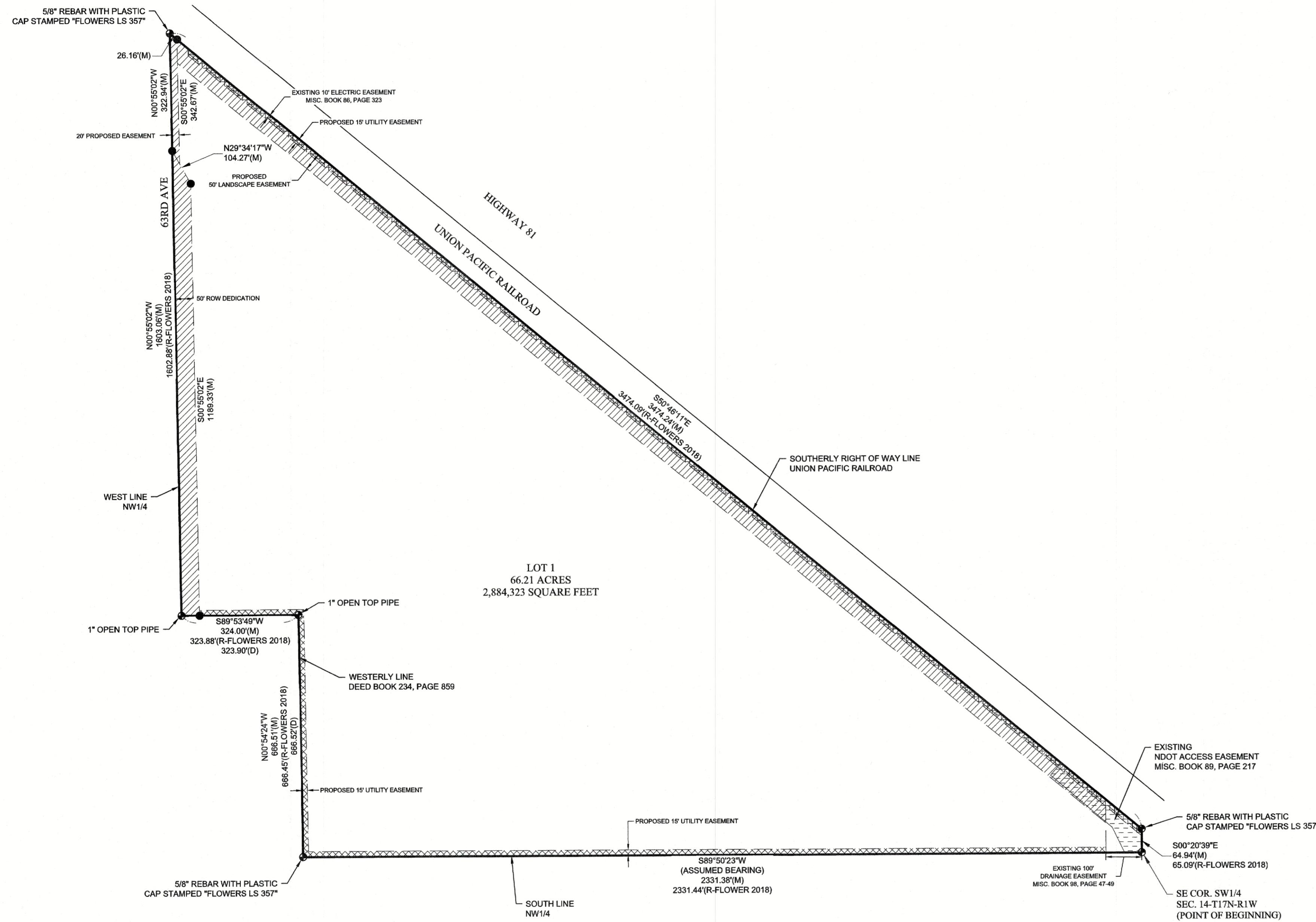
Development Agreement submitted on: \_\_\_\_\_

City Attorney

Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)

Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

FINAL PLAT  
**MERLIN'S ADDITION**  
 TO THE CITY OF COLUMBUS LOCATED IN  
 THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE SIXTH P.M.  
 PLATTE COUNTY, NEBRASKA



**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE SIXTH P.M., PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE S89°50'23"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2331.38 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 234, PAGE 859; THENCE N00°54'24"W ON THE WESTERLY LINE OF SAID TRACT, A DISTANCE OF 666.51 FEET; THENCE S89°53'49"W CONTINUING ON SAID WESTERLY LINE, A DISTANCE OF 324.00 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N00°55'02"W ON SAID WEST LINE, A DISTANCE OF 1603.06 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S50°46'11"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 3474.24 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE S00°20'39"E ON THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 64.94 FEET TO THE POINT OF BEGINNING, CONTAINING 66.21 ACRES, MORE OR LESS.

**CITY COUNCIL APPROVAL:**

THE FORGOING PLAT APPROVED BY THE CITY OF COLUMBUS, NEBRASKA, BY RESOLUTION NO. \_\_\_\_\_  
 DULY PASSED BY THE CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

MAYOR \_\_\_\_\_ CITY CLERK \_\_\_\_\_

**PLANNING COMMISSION:**

THIS PLAT OF MERLIN'S ADDITION TO THE CITY OF COLUMBUS, NEBRASKA  
 APPROVED BY THE PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

CHAIRMAN \_\_\_\_\_

**SCHOOL DISTRICT:**

THE ABOVE PLAT APPROVED BY SCHOOL DISTRICT NO. 001, PLATT COUNTY, NEBRASKA  
 ATTEST:

SECRETARY \_\_\_\_\_ PRESIDENT \_\_\_\_\_

**SURVEYOR CERTIFICATE:**

I, JOSHUA D. BORCHERS, A REGISTERED LAND SURVEYOR OF THE STATE OF NEBRASKA, HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED OR CAUSED TO BE SURVEYED, UNDER MY DIRECT SUPERVISION, MERLIN'S ADDITION, AND THAT THE ABOVE AND FOREGOING IS TRUE AND CORRECT SURVEY THEREOF AND THAT THE LOTS, STREETS AND EASEMENTS ARE WELL AND ACCURATELY STAKED OFF AND MARKED AND CORRECTLY DESIGNATED AND SHOWN ON THE ABOVE AND FOREGOING SURVEY.

*Joshua D. Borchers*  
 JOSHUA D. BORCHERS L.S. 766  
 DATE 12/8/2022



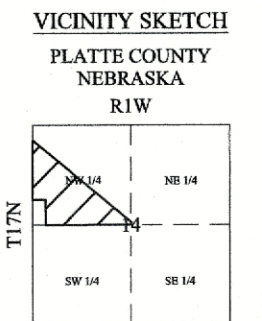
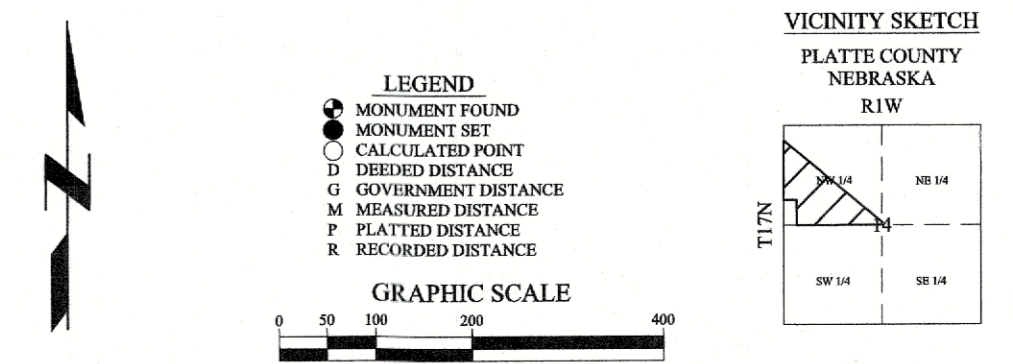
**CORNER TIES:**

SE CORNER NW1/4 SECTION 14-T17N-R1W  
 FOUND A 1" OPEN TOP PIPE, 0.5' DEEP:  
 NNE 5.25' TO A MAG NAIL AND WASHER FOUND IN THE EAST FACE OF A POWER POLE (1.5' ABOVE GROUND)  
 SW 1.38' TO A MAG NAIL AND WASHER FOUND IN THE EAST FACE OF A CORNER FENCE POST (1' ABOVE GROUND)  
 S 8.22' TO A NAIL "X" FOUND IN THE WEST FACE OF A BRACE POST (2' ABOVE GROUND)  
 W 7.08' TO A NAIL "X" FOUND IN THE SOUTH FACE OF A BRACE POST (0.5' ABOVE GROUND)  
 W 0.7' TO A RANGE OF FENCE SOUTH  
 S 1' TO A RANGE OF FENCE WEST

PART OF THE NW1/4  
 SEC. 14-T17N-R1W OF THE SIXTH P.M.  
 PLATTE COUNTY, NEBRASKA

FINAL PLAT  
 MERLIN'S ADDITION

PROJECT NO.	211692
DATE	12/8/2022
DRAWN BY	INI
FILE NAME	211692 FINAL.dwg
FIELD BOOK	COLUMBUS 11
FIELD CREW	DF
SURVEY FILE NO.	
REVISIONS	



- 7.A.1. Public hearing - Determine whether Merlin's Addition should be included within corporate city limits. (Planning Commission recommends approval.)
- 7.A.2. Resolution No. R23-29 approving final plat, development agreement, and bringing said addition into corporate city limits.

# Draft

## RESOLUTION NO. R23-29

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE SIXTH P.M., PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE S89°50'23"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2331.38 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 234, PAGE 859; THENCE N00°54'24"W ON THE WESTERLY LINE OF SAID TRACT, A DISTANCE OF 666.51 FEET; THENCE S89°53'49"W CONTINUING ON SAID WESTERLY LINE, A DISTANCE OF 324.00 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N00°55'02"W ON SAID WEST LINE, A DISTANCE OF 1603.06 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S50°46'11"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 3474.24 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE S00°20'39"E ON THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 64.94 FEET TO THE POINT OF BEGINNING, CONTAINING 66.21 ACRES, MORE OR LESS, HEREINAFTER TO BE KNOWN AS MERLIN'S ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN SHADY LAKE DEVELOPMENT, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND THE CITY OF COLUMBUS, SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF SHADY LAKE DEVELOPMENT, LLC, A NEBRASKA LIMITED LIABILITY COMPANY 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, Shady Lake Development, LLC, a Nebraska limited liability company is the owner of real estate described as follows:

A parcel of land located in the Northwest Quarter of section 14, township 17 North, range 1 West of the sixth p.m., Platte County, Nebraska, being described as follows: beginning at the Southeast corner of the Northwest quarter of said section 14; thence S89°50'23"W (assumed bearing) on the South line of said Northwest quarter, a distance of 2331.38 feet to the Southwest corner of a tract of land described in deed book 234, page 859; thence N00°54'24"W on the Westerly line of said tract, a distance of

666.51 feet; thence S89°53'49"W continuing on said Westerly line, a distance of 324.00 feet to the West line of said Northwest quarter; thence N00°55'02"W on said West line, a distance of 1603.06 feet to the southerly right of way line of the union pacific railroad; thence S50°46'11"E on said Southerly right of way line, a distance of 3474.24 feet to the East line of said Northwest quarter; thence S00°20'39"E on the East line of said Northwest quarter, a distance of 64.94 feet to the point of beginning, containing 66.21 acres, more or less.all 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 a lot, with appropriate utility easement areas under the name of Merlin's Addition to the City of Columbus, 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 lot 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 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 Joshua D. Borchers, Registered Land Surveyor, under the date of December 8, 2022, which plat has been heretofore approved by the Columbus Planning Commission; and

WHEREAS, said owner has agreed to pay all costs necessary to extend water and sewer mains to serve said addition and to pay all costs for laying such water and sewer mains with the addition itself, to pave the streets and ways according to the regulations of the City of Columbus and the requirements of the City Engineer and deliver the same to the City without costs to it; and

WHEREAS, said proposed addition and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the City Engineer, and Platte County School District No. 71-0001-00, Columbus, Nebraska; 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 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 Merlin's 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, 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 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; and

WHEREAS, said owner has executed a Development Agreement setting forth the duties and responsibilities of the owner/developer concerning said addition, including providing for the public improvements necessary to serve the property, and the same is hereby approved.

NOW, THEREFORE, BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, that the Deed of Dedication for Merlin's Addition to the City of Columbus, 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 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 area carry the classification heretofore assigned it as "MH" General Industrial District zone according to the Zoning Regulations of the City of Columbus, Nebraska; that Merlin's Addition Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted and the mayor is hereby authorized to sign said development agreement.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

Please return to: Clark J. Grant, 1464 27<sup>th</sup> Ave., Columbus, NE 68601 (402) 564-3274

MERLIN'S ADDITION  
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered on \_\_\_\_ day of February, 2023, by and between SHADY LAKE DEVELOPMENT, LLC, a Nebraska limited liability company, (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 Merlin's 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 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 66.21 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 shall install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with City standards. The Subdivider shall be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

B. No concrete paving of public internal streets is proposed or planned by the Developer. Concrete paving and improvements of 63<sup>rd</sup> Avenue will be required as outlined in this agreement. Streets shall be constructed according to City standards. Subdivider agrees to not object to paying one-half of the project cost of 63<sup>rd</sup> Avenue, paving, storm sewer, water, sanitary sewer, street lighting, sidewalks, trails, and ramps located in the City right-of-way on the West boundary of the subdivision.

C. No sanitary sewer is proposed or planned by the Developer at the time of final plat approval and initial development. Except for the 63<sup>rd</sup> Avenue project, Subdivider agrees to construct sanitary sewer at the entire project cost of the Subdivider, except oversizing of mains, in accordance with the creation of the district(s) or at the request of the City Engineer due to the need to expand or extend the utility system. The sanitary sewer system, including, but not limited to: mains, manholes and related appurtenances shall be constructed according to City standards within dedicated street right-of-way and easement areas, per plat (Exhibit "A"), the same to be located on a sanitary sewer plan prepared by a Nebraska Licensed Civil Engineer as outlined in this agreement. 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. No water improvements are proposed or planned by the Developer at time of final plat approval and initial development. Subdivider agrees to construct water improvements at the entire project cost of the Subdivider, except oversizing of mains, in accordance with the creation of the district(s) or at the request of the City Engineer due to the need to expand or extend the utility system. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to City standards within a dedicated right-of-way and easement areas per plat (Exhibit "A") on a water plan prepared by a Nebraska Licensed Civil Engineer as outlined in this agreement. The Subdivider shall be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution system and improvements shall be paid by the Subdivider, with the 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.

E. Natural gas distribution mains, if any, shall be located within a dedicated street right-of-way or easement areas dedicated per plat (Exhibit "A"), which Subdivider shall 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.

F. Subdivider shall 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 City. If any relocation or adjusting of existing electrical mains are required, the costs shall be borne by the Subdivider.

G. Subdivider will arrange for street lighting for public streets dedicated per plat (Exhibit "A") to be provided by Loup Power District at Subdivider's cost and at no cost to the City as outlined in this agreement. Subdivider agrees to not object to paying one-half of the project cost of 63<sup>rd</sup> Avenue street lighting.

H. Subdivider shall install the concrete trail, ten feet wide and a minimum of six inches thick in accordance with the Americans with Disability Act and per City Code on each lot within the Area to be Developed in accordance with this agreement. Subdivider agrees to not object to paying one-half of the project cost of 63<sup>rd</sup> Avenue concrete trail.

I. Grading for the Area to be Developed shall be completed by the Subdivider at Subdivider's expense pursuant to the drainage and grading plan elevations to be provided by Joshua D. Borchers, L.S., #766 and submitted with the Final Plat. Post construction storm water management systems shall be installed, maintained, and fully functional in accordance with the City of Columbus Code of Ordinances, 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, name and contact information of the certified person/firm providing the inspections to the City as part of the City's Municipal Storm Sewer Separation System requirements. If less than one acre is disturbed, the Subdivider shall complete a small lot NOI SWPPP.

J. Subdivider shall provide copies of all required Federal and State permits to City prior to work on or in those respective areas. These shall include, but not limited to, Floodplain Development permit, Nebraska Department of Transportation permits, and Nebraska Department of Environment and Energy permits.

K. Subdivider agrees to not object to the creation of a Street, Water, Sewer, or Storm Sewer District for construction of 63<sup>rd</sup> Avenue, water and sanitary sewer within utility easements of this subdivision, or which benefits the subdivision. Except for the 63<sup>rd</sup> Avenue project, Subdivider agrees to construct water and/or sanitary sewer at the entire project cost of the Subdivider, except oversizing of mains, in accordance with the creation of the district(s) or at the request of the City Engineer due to the need to expand or extend the utility system.

## 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, to the extent possible.

#### SECTION V

Installation of entrance signs or related fixtures and any median landscaping and related fixtures, if any, shall be paid for 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, except that sidewalks directly in front of houses (if residential) or businesses (if commercial) shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. 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.

SECTION VII

This Agreement shall run with the land and shall be binding upon and insure to the benefit of all parties hereto, their successors and assigns, including all future lot owners of the Area to be Developed.

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

Dated this \_\_\_\_ day of February, 2023.

SUBDIVIDER  
SHADY LAKE DEVELOPMENT, LLC, a  
Nebraska limited liability company.

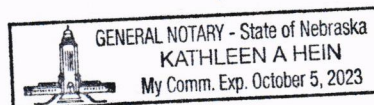
By *Kevin Gehring*  
SOLARUS, LLC, a Nebraska limited  
liability company, Sole Member, by its  
Manager, Kevin Gehring.

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF PLATTE     )

On this 16 day of February, 2023 before me a Notary Public, duly commissioned and qualified in and for said County, appeared Kevin Gehring, 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.

*Kathleen A. Hein*  
Notary Public



Once Recorded Return Document To: Clark J. Grant, 1464 27<sup>th</sup> Avenue, Columbus, NE 68601  
DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Shady Lake Development, LLC, a Nebraska limited liability company, is the proprietor and owner of the following described real estate:

A parcel of land located in the Northwest Quarter of section 14, township 17 North, range 1 West of the sixth p.m., Platte County, Nebraska, being described as follows: beginning at the Southeast corner of the Northwest quarter of said section 14; thence S89°50'23"W (assumed bearing) on the South line of said Northwest quarter, a distance of 2331.38 feet to the Southwest corner of a tract of land described in deed book 234, page 859; thence N00°54'24"W on the Westerly line of said tract, a distance of 666.51 feet; thence S89°53'49"W continuing on said Westerly line, a distance of 324.00 feet to the West line of said Northwest quarter; thence N00°55'02"W on said West line, a distance of 1603.06 feet to the southerly right of way line of the union pacific railroad; thence S50°46'11"E on said Southerly right of way line, a distance of 3474.24 feet to the East line of said Northwest quarter; thence S00°20'39"E on the East line of said Northwest quarter, a distance of 64.94 feet to the point of beginning, containing 66.21 acres, more or less.

and has caused the above-described real estate to be laid out into one lot, and right of way areas belonging to such Addition, under the name of Marlin's Addition City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing the lot, and right of way belonging to such Addition, a plat of which bearing date of December 8, 2022, and certified by Joshua D. Borchers, #766, registered land surveyor, is attached hereto.

Said owner hereby dedicates the right of way areas set out and described on said plat to the use and benefit of the public and described as follows:

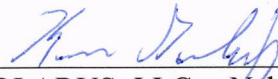
**Dedicated Right-of-Way Description:**

A parcel of land located in the Northwest quarter of Section 14, Township 17 North, range 1 West of the sixth p.m., Platte County, Nebraska, being described as follows: referring to the Southeast corner of the Northwest quarter of said Section 14; thence S89°50'23"W (assumed bearing) on the South line of said Northwest quarter, a distance of 2331.38 feet to the Southwest corner of a tract of land described in deed book 234, page 859; thence N00°54'24"W on the Westerly line of said tract, a distance of 666.51 feet; thence S89°53'49"W continuing on said Westerly line, a distance of 274.00 feet to the point of beginning; thence continuing S89°53'49"W, a distance of 50.00 feet the West line of said Northwest quarter; thence N00°55'02"W on said West line, a distance of 1280.12 feet; thence S29°34'17"E, a distance of 104.27 feet; thence S00°55'02"E, parallel with and 50.00 feet distant from said West line of the Northwest quarter, a distance of 1189.33 feet to the point of beginning, containing 1.41 acres, more or less.

The above described dedicated right-of-way contains 1.41 acres more or less.

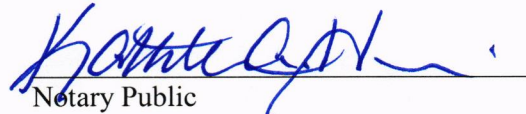
IN WITNESS WHEREOF, the Grantors named herein has executed these presents this 16 day of February, 2023.

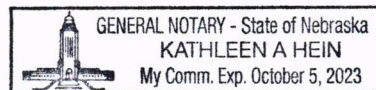
SHADY LAKE DEVELOPMENT, LLC, a Nebraska limited liability company.

By   
SOLARUS, LLC, a Nebraska limited liability company,  
Sole Member, by its Manager, Kevin Gehring.

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF PLATTE        )

On this 16 day of February, 2023, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared **Kevin. Gehring, Manager and Sole Member of Shady Lake Development, LLC, a Nebraska limited liability company**, to me personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledged the said instrument to be his voluntary act and deed.

  
Notary Public



Once Recorded Return Document To: Clark J. Grant, 1464 27th Ave., Columbus, NE 68601  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE SIXTH P.M., PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE S89°50'23"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2331.38 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 234, PAGE 859; THENCE N00°54'24"W ON THE WESTERLY LINE OF SAID TRACT, A DISTANCE OF 666.51 FEET; THENCE S89°53'49"W CONTINUING ON SAID WESTERLY LINE, A DISTANCE OF 324.00 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N00°55'02"W ON SAID WEST LINE, A DISTANCE OF 1603.06 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S50°46'11"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 3474.24 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE S00°20'39"E ON THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 64.94 FEET TO THE POINT OF BEGINNING, CONTAINING 66.21 ACRES, MORE OR LESS., HEREINAFTER TO BE KNOWN AS MERLIN'S ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN SHADY LAKE DEVELOPMENT, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND THE CITY OF COLUMBUS, SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF SHADY LAKE DEVELOPMENT, LLC, A NEBRASKA LIMITED LIABILITY COMPANY 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, Shady Lake Development, LLC, a Nebraska limited liability company is the owner of real estate described as follows:

A parcel of land located in the Northwest Quarter of section 14, township 17 North, range 1 West of the sixth p.m., Platte County, Nebraska, being described as follows: beginning at the Southeast corner of the Northwest quarter of said section 14; thence S89°50'23"W (assumed bearing) on the South line of said Northwest quarter, a distance of 2331.38 feet to the Southwest corner of a tract of land described in deed book 234, page 859; thence N00°54'24"W on the Westerly line of said tract, a distance of 666.51 feet; thence S89°53'49"W continuing on said Westerly line, a distance of 324.00 feet to the West line of said Northwest quarter; thence N00°55'02"W on said West line, a distance of 1603.06 feet to the southerly right of way line of the union pacific railroad; thence S50°46'11"E on said Southerly right of way line, a distance of 3474.24 feet to the East line of said Northwest quarter; thence S00°20'39"E on the East line of said Northwest quarter, a distance of 64.94 feet to the point of beginning, containing 66.21 acres, more or less.

all 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 a lot, with appropriate utility easement areas under the name of Merlin's Addition to the City of Columbus, 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 lot 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 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 Joshua D. Borchers, Registered Land Surveyor, under the date of December 8, 2022, which plat has been heretofore approved by the Columbus Planning Commission, and

WHEREAS, said owner has agreed to pay all costs necessary to extend water and sewer mains to serve said Addition and to pay all costs for laying such water and sewer mains with the addition itself, to pave the streets and ways according to the regulations of the City of Columbus and the requirements of the City Engineer and deliver the same to the City without costs to it; and

WHEREAS, said proposed addition and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the City Engineer and Platte County School District No. 71-0001-00, Columbus, Nebraska; 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 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 Merlin's 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, 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 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; and

WHEREAS, said owner has executed a Development Agreement setting forth the duties and responsibilities of the owner/developer concerning said Addition, including providing for the public improvements necessary to serve the property, and the same is hereby approved.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication for Merlin's Addition to the City of Columbus, 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 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 area carry the classification heretofore assigned it as "MH" General Industrial District zone according to the Zoning Regulations of the City of Columbus, Nebraska; that Merlin's Addition Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted, and the Mayor is hereby authorized to sign said development agreement.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

7.B. Public hearing - Application of Mary Peterson for final plat and development agreement of Peterson Addition (25 Street east of E 14 Avenue).

**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, February 21, 2023, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the final plat and development agreement of Peterson Addition, a tract of land located in the Southwest 1/4 of the Southwest 1/4 of Section 15, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Northeast corner of Lot 5, Block A, Lambert Industrial Addition to the City of Columbus, Platte County, Nebraska; thence N 88°05'58" E, 581.26 feet to a point on the East line of the Southwest 1/4 of said Southwest 1/4; thence S 01°50'40" E on said East line, 499.09 feet; thence S 88°03'34" W on the North line of said Lambert Industrial Addition, 543.86 feet to the Southeast corner of Lot 4, Block B of said Lambert Industrial Addition; thence N 01°54'46" W on the East line of said Lot 4, 290.08 feet to the Northeast corner of said Lot 4; thence N 03°47'52" W on the East line of said Lambert Industrial Addition, 60.09 feet to a point on the North Right-of-Way line of 25th Street; thence S 88°05'39" W on said North Right-of-Way line, 34.98 feet to the Southeast corner of Lot 5, Block A of said Lambert Industrial Addition; thence N 01°51'16" W on the East line of said Lot 5, 149.33 feet to the Point of Beginning, containing 6.37 acre more or less (25 Street east of E 14 Avenue) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NEBRASKA  
Janelle Kline, City Clerk

Publish: 02:09:23  
Two Affidavits of Publication

**MAJOR APPLICATION  
FOR SUBDIVISION OR ADDITION  
PRELIMINARY PLAT / FINAL**  
(CIRCLE ONE)

DATE: October 10, 2022

NAME OF SUBDIVISION: PETERSON SUBDIVISION

NAME OF PROPERTY OWNER: MARY PETERSON

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: MITCHELL PETERSON

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 3264 E. 15TH AVENUE

PHONE NUMBER: 402-910-5856

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: mitchellpeterson2012@gmail.com

NUMBER OF LOTS IN SUBDIVISION: 6

ADDRESS OF SUBDIVISION: parcel #710016800, east & adjacent to Lambert Industrial Addition

I hereby apply for a Major Subdivision / Addition and have paid \$300.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.

Mary Peterson  
Owner or Owner's Representative

None  
Attorney / Legal Counsel for Applicant

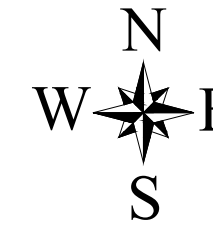
Development Agreement submitted on: \_\_\_\_\_

City Attorney  
Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)  
Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

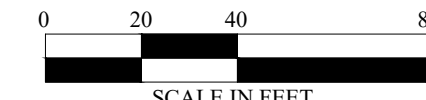
FINAL PLAT

PETERSON SUBDIVISION

A Subdivision of Part of the Southwest 1/4 of the Southwest 1/4 of Section 15, T17N, R1E of the 6th P.M., Platte County, Nebraska.



Drawn By: LRR  
Date: February 18, 2022  
Scale: 1"=40'  
Project Number: S-071-141



SCALE IN FEET

- Property Corner Found
- Property Corner Set (5/8" x 24" I.B. w/Cap)
- Calculated Point
- M Measured Distance
- R Recorded Distance (TAT) Thomas A. Tremel, LS#455, dated June 16, 2021, September 16, 2021, October 26, 2021.
- C Calculated Distance

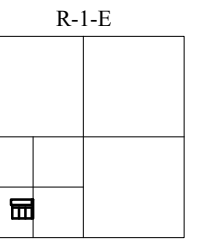
DEVELOPER:  
Mitchell Peterson  
Phone: 402-910-5856

ENGINEER:  
John A. Zwingman, PE  
Advanced Consulting Engineering Services, Inc.  
133 W. Washington Street  
West Point, NE 68788  
Phone: 402-372-1923

SURVEYOR:  
Terry L. Schulz, LS  
Advanced Consulting Engineering Services, Inc.  
133 W. Washington Street  
West Point, NE 68788  
Phone: 402-372-1923

Zoning  
Existing Zone: RR - Rural Residential  
Proposed Zone: B2 - General Commercial

Situation Sketch



Section 15  
Platte County, Nebraska

LEGAL DESCRIPTION

A tract of land located in the Southwest 1/4 of the Southwest 1/4 of Section 15, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of Lot 5, Block A, Lambert Industrial Addition to the City of Columbus, Platte County, Nebraska; thence N 88°05'58" E, 581.26 feet to a point on the East line of the Southwest 1/4 of said Southwest 1/4; thence S 01°50'40" E on said East line, 499.09 feet; thence S 88°03'34" W on the North line of said Lambert Industrial Addition, 543.86 feet to the Southeast corner of Lot 4, Block B of said Lambert Industrial Addition; thence N 01°54'46" W on the East line of said Lot 4, 290.08 feet to the Northeast corner of said Lot 4; thence N 03°47'52" W on the East line of said Lambert Industrial Addition, 60.09 feet to a point on the North Right-of-Way line of 25th Street; thence S 88°05'39" W on said North Right-of-Way line, 34.98 feet to the Southeast corner of Lot 5, Block A of said Lambert Industrial Addition; thence N 01°51'16" W on the East line of said Lot 5, 149.33 feet to the Point of Beginning, containing 6.37 acre 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 or under my direct supervision on June 1, 2022; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, LS #550 Date \_\_\_\_\_



DEDICATION

I, Mary Peterson, owner of the described property, PETERSON SUBDIVISION, hereby dedicate the streets, avenues, roads, and public grounds designated upon and referred to in this Plat to the use and benefit of the public and provide all easements shown on this Plat for drainage facilities, public utilities, signs and right-of-way. I hereby make said tract of land, so shown on the above Plat, a part of the City of Columbus, Platte County, Nebraska. Said tract of land shall hereinafter be known as PETERSON SUBDIVISION of part of the Southwest 1/4 of the Southwest 1/4 of Section 15, T17N, R1E of the 6th P.M., Platte County, Nebraska.

Mary Peterson

STATE OF NEBRASKA) ss  
COUNTY OF PLATTE)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public, duly

commissioned and qualified in and for said County and State, appeared \_\_\_\_\_, to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my hand and official seal on the date last written.

My Commission expires: \_\_\_\_\_

Notary Public

COLUMBUS, NEBRASKA, SCHOOL BOARD

This Final Plat of PETERSON SUBDIVISION to the City of Columbus, Nebraska, is approved by the Columbus

Public Schools on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

School Superintendent

COLUMBUS, NEBRASKA, PLANNING COMMISSION

This Final Plat of PETERSON SUBDIVISION to the City of Columbus, Nebraska, approved by the Planning

Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Chairman

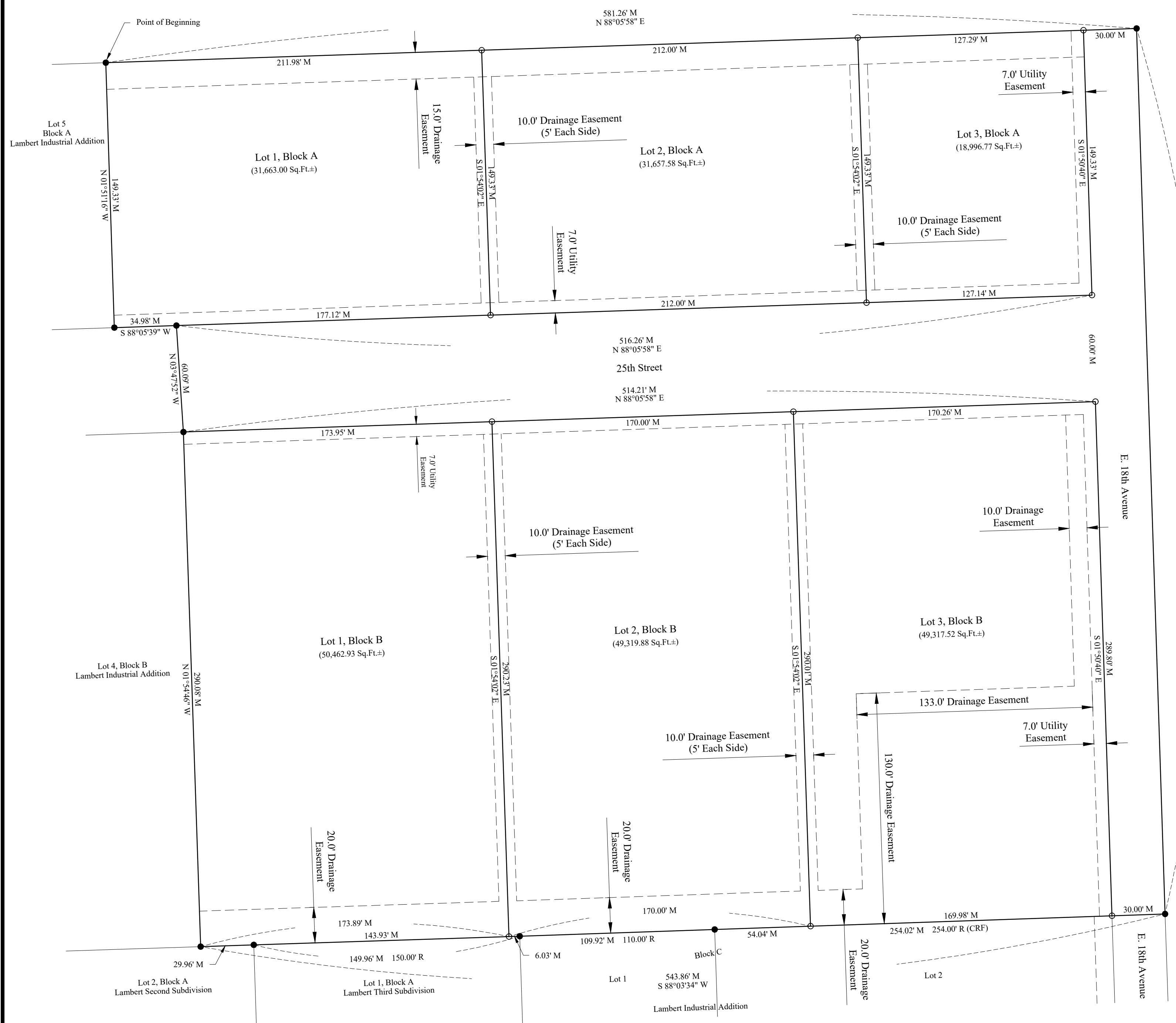
COLUMBUS, NEBRASKA, CITY COUNCIL

This Final Plat of PETERSON SUBDIVISION to the City of Columbus, Nebraska, approved by

Resolution \_\_\_\_\_ by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Mayor

City Clerk



7.B.1. Resolution No. R23-30 approving final plat and development agreement.

# Draft

## RESOLUTION NO. R23-30

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, T17N, R1E OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 5, BLOCK A, LAMBERT INDUSTRIAL ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N 88°05'58" E, 581.26 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE S 01°50'40" E ON SAID EAST LINE, 499.09 FEET; THENCE S 88°03'34" W ON THE NORTH LINE OF SAID LAMBERT INDUSTRIAL ADDITION, 543.86 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK B OF SAID LAMBERT INDUSTRIAL ADDITION; THENCE N 01°54'46" W ON THE EAST LINE OF SAID LOT 4, 290.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE N 03°47'52" W ON THE EAST LINE OF SAID LAMBERT INDUSTRIAL ADDITION, 60.09 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 25TH STREET; THENCE S 88°05'39" W ON SAID NORTH RIGHT-OF-WAY LINE, 34.98 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK A OF SAID LAMBERT INDUSTRIAL ADDITION; THENCE N 01°51'16" W ON THE EAST LINE OF SAID LOT 5, 149.33 FEET TO THE POINT OF BEGINNING, CONTAINING 6.37 ACRE MORE OR LESS, HEREINAFTER TO BE KNOWN AS "PETERSON ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA"; APPROVING THE PLAT THEREOF; AND APPROVING AND ACCEPTING THE PETERSON'S ADDITION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND MARY PETERSON WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF THE SUBDIVIDER AND THE LOT OWNERS WITH RESPECT TO SAID ADDITION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS ADDITION.

WHEREAS, Mary Peterson is the owner of real estate described as follows:

A tract of land located in the Southwest 1/4 of the Southwest 1/4 of Section 15, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of Lot 5, Block A, Lambert Industrial Addition to the City of Columbus, Platte County, Nebraska; thence N 88°05'58" E, 581.26 feet to a point on the East line of the Southwest 1/4 of

said Southwest 1/4; thence S 01°50'40" E on said East line, 499.09 feet; thence S 88°03'34" W on the North line of said Lambert Industrial Addition, 543.86 feet to the Southeast corner of Lot 4, Block B of said Lambert Industrial Addition; thence N 01°54'46" W on the East line of said Lot 4, 290.08 feet to the Northeast corner of said Lot 4; thence N 03°47'52" W on the East line of said Lambert Industrial Addition, 60.09 feet to a point on the North Right-of-Way line of 25th Street; thence S 88°05'39" W on said North Right-of-Way line, 34.98 feet to the Southeast corner of Lot 5, Block A of said Lambert Industrial Addition; thence N 01°51'16" W on the East line of said Lot 5, 149.33 feet to the Point of Beginning, containing 6.37 acre more or less

all of which is presently an unplatted tract of land which is located within the corporate boundaries and within the zoning jurisdiction to the City of Columbus, Nebraska; and

WHEREAS, said Owner has laid out said land into lots, blocks, streets and avenues, with appropriate utility easement areas under the name of Peterson Addition to the City of Columbus, 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, blocks, streets and 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 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 December 19, 2022, which plat has been heretofore approved by the Columbus Planning Commission; and

WHEREAS, said owner has agreed to pay all costs necessary to extend water and sewer mains to serve said addition and to pay all costs for laying such water and sewer mains with the addition itself, to pave the streets and ways according to the regulations of the City of Columbus and the requirements of the City Engineer and deliver the same to the City without costs to it; and

WHEREAS, said proposed addition and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the City Engineer, and Platte County School District No. 001, Columbus, Nebraska; 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 Peterson Addition to the City of Columbus, Nebraska, on the inclusion of said addition; 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 a public hearing on the approval of the final plat of said addition, and having heard all persons appearing at such hearing, approved said final plat.

NOW THEREFORE, BE IT RESOLVED by the mayor and council of the city of Columbus, Nebraska, that the Deed of Dedication for Peterson Addition to the City of Columbus, 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 that the mayor and city clerk be and hereby are authorized and instructed to endorse such approval on said original plat, and that the Peterson 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Mary Peterson, the Proprietor and Owner of a tract of land located in the SE1/4SW1/4 of Section 15, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of Lot 5, Block A, Lambert Industrial Addition to the City of Columbus, Platte County, Nebraska; thence N 88°05'58" E, 581.26 feet to a point on the East line of the Southwest 1/4 of said Southwest 1/4; thence S 01°50'40" E on said East line, 499.09 feet; thence S 88°03'34" W on the North line of said Lambert Industrial Addition, 543.86 feet to the Southeast corner of Lot 4, Block B of said Lambert Industrial Addition; thence N 01°54'46" W on the East line of said Lot 4, 290.08 feet to the Northeast corner of said Lot 4; thence N 03°47'52" W on the East line of said Lambert Industrial Addition, 60.09 feet to a point on the North Right-of-Way line of 25th Street; thence S 88°05'39" W on said North Right-of-Way line, 34.98 feet to the Southeast corner of Lot 5, Block A of said Lambert Industrial Addition; thence N 01°51'16" W on the East line of said Lot 5, 149.33 feet to the Point of Beginning, containing 6.37 acre more or less,

and has caused the above-described real estate to be laid out into lots, blocks, streets avenues and utility easement areas under the name of Peterson Addition to the City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing lots, blocks, streets, avenues and easements belonging to said Addition, a plat of which bearing the date of December 19, 2022, and certified by Terry L. Schulz, RLS #550, is attached hereto.

Said Owner hereby dedicates the streets, avenues and 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 Utility Easements or Drainage Easements.

Said Owner and Dedicator covenants and agrees with the City of Columbus to construct, at Owner's own expense, and in accordance with the specifications acceptable to the City Water and Sanitary Sewer Department and deliver the same to the City of Columbus, Nebraska, without cost to it the necessary water and sewer mains to adequately serve such platted area, and to pave the streets and avenues, and to deliver the same to the City without cost to it.

IN WITNESS WHEREOF, this instrument has been signed on \_\_\_\_\_, 2023.

\_\_\_\_\_  
By: Mary Peterson

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF PLATTE    )

Acknowledged before me on \_\_\_\_\_, 2023, by Mary Peterson.

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

**PETERSON ADDITION  
DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered on \_\_\_\_\_, 2023, by and between **MARY PETERSON**, (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 Peterson 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 6.37 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 the following public improvements shall be installed and provided by Subdivider and/or subsequent owners of the lots within the subdivision as set forth herein, at Subdivider's expense and/or subsequent owners' expense, subject to the exceptions and clarifications detailed herein:

A. The Subdivider shall install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with City standards. The Subdivider

shall 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 a minimum of 8-inches thick, or thicker if determined by the engineer of record, 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.

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"**), the same to be located on sanitary sewer plan prepared by a Nebraska Licensed Civil Engineer. 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. The Subdivider shall 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. 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.

F. Natural gas distribution mains, if any, shall be located within a dedicated street right-of-way or easement areas dedicated per plat (**Exhibit "A"**), which Subdivider shall 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 shall 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 City. If

any relocation or adjusting of existing electrical mains are required, the costs shall be borne by the Subdivider.

H. Subdivider will arrange for street lighting for public streets dedicated per plat (**Exhibit "A"**) to be provided by Loup Power District at Subdivider's cost and at no cost to the City.

I. Subdivider shall install the concrete sidewalk four-foot wide and minimum four-inches thick (six-inch minimum thickness at driveways) in accordance with the American's with Disability 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 or is located adjacent to a designated arterial or collector, Subdivider shall install the sidewalk for said lot(s) as part of the initial construction.

J. Grading for the Area to be Developed shall be completed by the Subdivider at Subdivider's expense pursuant to the drainage and grading plan elevations to be provided by Advanced Consulting Engineering Services and submitted with the Final Plat. Post construction storm water management systems shall be installed and maintained and fully functional in accordance with the City of Columbus Code of Ordinances, 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 name and contact information of the certified person / firm providing the inspections to the City as part of the City's Municipal Storm Sewer Separation System requirements. If less than one acre is disturbed, the Subdivider shall complete a small lot NOI SWPPP.

K. Subdivider agrees to not object to the creation of a Street, Water, Sewer, or Storm Sewer District for construction of East 18<sup>th</sup> Avenue or which benefits the subdivision. Subdivider agrees to not object to paying one-half of the project cost of East 18<sup>th</sup> Avenue, paving, storm sewer, water, sanitary sewer, street lighting, and all of the project cost for sidewalks and ramps abutting the subdivision.

L. Subdivider acknowledges and hereby agrees to accept storm water runoff from Lambert 3<sup>rd</sup> Subdivision, Block A, Lot 1, for treatment and detention in the drainage easement located in Block B, Lot 3, of this subdivision in perpetuity.

M. Subdivider shall construct and maintain a State Fire Marshall approved vehicle turn around at the intersection of 25<sup>th</sup> Street and East 18<sup>th</sup> Avenue until such time that East 18<sup>th</sup> Avenue is constructed and paved.

N. Subdivider agrees to provide a minimum size of 133 foot by 130 foot permanent drainage easement for a storm water treatment facility, including an overflow discharge

system, for the benefit of this subdivision and Lambert 3<sup>rd</sup> Subdivision, Block A, Lot 1. Said easement shall be located on the south side of Block B, Lot 3, and include a 20 foot drainage easement from said lot of this subdivision to Lambert 3<sup>rd</sup> Subdivision, Block A, Lot 1. Subdivider agrees to construct drainage ditch and storm water detention system prior to sale or use of lots in said subdivision. Maintenance, including but not limited to, mowing, weed and tree control, along with periodic dredging, shaping or other maintenance of said drainage ditch and storm water treatment facility, and overflow discharge system cleaning shall be undertaken by Subdivider, or a Homeowner's/Businessowner's Association established by the Subdivider, so that said drainage and treatment system continues to provide adequate drainage, treatment and detention and is aesthetically appropriate for the area.

## 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, to 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, except that sidewalks directly in front of houses (if residential) or businesses (if commercial) shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. 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.



7.C. Public hearing - Intent to create a Downtown Business Improvement District (general vicinity of area between 11 and 12 Street to area between 15 and 16 Street from 21 Avenue to 33 Avenue) and appoint a Business Improvement Board.



# The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

DATE: February 9, 2023  
 TO: Tara Vasicek, City Administrator  
 FROM: Jean Van Iperen, Planning & Economic Development Coordinator  
 RE: Creation of Business Improvement District (BID)

### RECOMMENDATION:

Approval of a Resolution to create and establish a new Downtown Business Improvement District and to appoint a Business Improvement board consisting of property owners, residents, business operators and users of space within the business area to be improved.

### DISCUSSION:

The existing Downtown Business Improvement District Board (DBIDB) has met several times this past year to discuss a possible funding mechanism to make proposed improvements to the downtown area. The group has proposed BID boundaries and an assessment method which have been communicated to property owners in the area through two different mailings. The first mailing went out in October 2022 and provided basic information about Business Improvement Districts, what authority the city has in establishing a district, a list of possible projects funding could be used for and how the DBIDB could fund the improvements.

After feedback from the property owners, the Board met again and adjusted the district boundaries and discussed at length how the property assessment would be handled. A public hearing, as required by law was set, and a second letter to property owners informing them of the hearing, the proposed boundaries, assessment information, proposed revenue and projects was sent out at the end of February.

The first step in the establishment of a BID is for the Council to create the District and to appoint a Business Improvement Board (the Council has the ability to keep the existing Board). That is what this resolution does. The next step will be for the Council at a later meeting to establish the boundaries, validate the purposes of the district and approve the assessment method.

### FISCAL IMPACT:

None

### ALTERNATIVE:

Do not approve.

Signature:

By:

Approved by:



## NOTICE OF PUBLIC HEARING

Notice is hereby given that the Mayor and Council of the City of Columbus, Nebraska, will conduct a Public Hearing on February 21, 2023, at 7:00 p.m., in the City's Council Chambers (1369 25<sup>th</sup> Ave., Columbus, NE). This hearing will concern the creation of a Downtown Business Improvement District. At said time and place of said Public Hearing you may appear and be heard.

The City anticipates collecting a yearly assessment from all the property owners located within the established boundaries of the proposed Downtown Business Improvement District, with single family residences excluded from assessment. The money collected would be used solely by the district for specific projects selected by and budgeted for by the Downtown Business Improvement District Board. The board will be made up of business/property owners within the district. Projects funded through the Downtown Business Improvement District are intended to enhance, not replace, existing city services. The proposed public facilities and improvements to be made or maintained within the Downtown Business Improvement District include: district advertising, legal notices, events in the district, wayfinding signage, parking lot improvements, streetscape, lighting, beautification, art, and landscaping.

The yearly assessment paid by the affected property owners within the district would be based on the county's assessed value of the property. A \$200 assessment per \$100,000 of valuation would be used for the assessment calculation for all affected properties. If approved, this year's assessment will generate \$67,197.09 and the proposed revenue would total \$134,394.18 which includes a dollar for dollar city match.

The legal description of the boundaries of the proposed Downtown Business Improvement District is:

Beginning at the NW corner Lot 5, Block C, Beckers Subdivision of Outlot 8 to the City of Columbus, Platte County, Nebraska; thence easterly on the north line Lots 5, 6, 7, and 8, said Block C, to the NE corner Lot 8, said Block C; thence easterly to the NW corner Lot 3, Block B, said Subdivision; thence easterly on the north line Lots 3 and 4, Block B, said Subdivision, to the NE corner Lot 4, Block B, said Subdivision; thence southwesterly to the NW corner Lot 3, Block A, said Subdivision; thence easterly on the North line Lots 3 and 4, Block A, said Subdivision to the NE corner Lot 4, Block B, said Subdivision; thence continuing on the easterly extension of said Lots 3 and 4 to its intersection with the centerline 30<sup>th</sup> Street; thence northerly and on said centerline to its intersection with the westerly extension of the North line Lots 5, 6, 7, and 8, Block 54, Original City of Columbus, Platte County, Nebraska; thence easterly and on said North line to the NE corner Lot 8, said Block 54; thence easterly to the NW corner Lot 5, Block 53, Original City of Columbus, Platte County, Nebraska; thence easterly and on the North line Lots 5, 6, 7, and 8 said Block 53 to its intersection with the centerline 28<sup>th</sup> Avenue; thence northerly and on said centerline to its intersection with the westerly extension of the North line Lots 1, 3, and 4, Block 3, Stevens Addition to the City of Columbus, Platte County, Nebraska;

thence easterly and on said North line to the NE corner Lot 1, said Block 3; thence easterly to the NW corner Lot 4, Block 2, said Stevens Addition; thence easterly and on the North line Lots 1, 2, 3, and 4, said Block 2, to the NE corner, Lot 1, said Block 2; thence easterly to the NW corner Lot 2, Block 1 said Stevens Addition; thence easterly and on the North line said Lot 2, Block 1, to the NE corner said Lot 2, Block 1; thence northeasterly to the NW corner of the S56' N168' E132', Block 16, Becher Place Addition to the City of Columbus, Platte County, Nebraska; thence easterly and on the North line of the S56' N168' E132' said Block 16 to the NE corner of the S56' N168' E132' said Block 16; thence southeasterly to the NW corner Lot 5, Block 17, said Addition; thence easterly and on the North line Lots 5, 6, 7, and 8 said Block 17 to the NE corner Lot 8, said Block 17; thence easterly to the NW corner Lot 5, Block 18, said Addition; thence easterly and on the North line Lots 5, 6, 7, and 8 said Block 18 to its intersection with the centerline 23<sup>rd</sup> Avenue; thence southerly and on the centerline 23<sup>rd</sup> Avenue to its intersection with the centerline 15<sup>th</sup> Street; thence easterly and on the centerline 15<sup>th</sup> Street to its intersection with the centerline 22<sup>nd</sup> Avenue; thence southerly and on the centerline 22<sup>nd</sup> Avenue to its intersection with 14<sup>th</sup> Street; thence easterly and on the centerline 14<sup>th</sup> Street to its intersection with the centerline 21<sup>st</sup> Avenue; thence southerly and on the centerline 21<sup>st</sup> Avenue to its intersection with the North Right-of-Way line UPPR Railroad; thence westerly and on said North line to the SE corner Lot 8, Block 80, Original City of Columbus, Platte County, Nebraska; thence northwesterly and on the South line Lots 5, 6, 7, and 8, said Block 80 to the SW corner Lot 5, said Block 80; thence northerly and on the West line said Lot 5 to the SW corner Lot 4 said Block 80; thence westerly to the SE corner Lot 1, Block 81, said Original City; thence southerly to the SE Corner Lot 8, said Block 81; thence northwesterly on the South line Lots 5, 6, 7, and 8, said Block 81, to the SW corner Lot 5, Said Block 81; thence northerly to the NW corner Lot 5, said Block 81; thence westerly to the NE corner Lot 8, Block 82, said Original City; thence southerly to the SE corner Lot 8, said Block 82; thence southwestery and on the South line Lots 5, 6, 7, and 8, said Block 82 to the SW corner Lot 5, said Block 82; thence northerly to the NW corner Lot 5, said Block 82; thence westerly and on the westerly extension of the North line Lots 5, 6, 7, and 8, said Block 82, 58 feet; thence southerly and parallel to the West line Lot 5, said Block 82 to its intersection with the northeasterly extension of the South line Lots 5, 6, 7, and 8, Block 83 said Original City; thence southwestery and on said extension to the SW corner Lot 5, said Block 83; thence

southerly and on the extension of the West line said Lot 5 to its intersection with the easterly extension of the South line Block 84 said Original City; thence westerly on said extension to the SW corner Block 84 said Original City; thence southerly and on the extension of the West line said Block 84 to its intersection with the centerline 12<sup>th</sup> Street; thence westerly and on the centerline 12<sup>th</sup> Street to the SE corner Lot 3, Union Pacific Subdivision; thence westerly and on the South line said Subdivision to the SW corner said Subdivision; thence southerly and on the East line, Outlot 7, Columbus Outlots to the City of Columbus, Platte County, Nebraska to the SE corners said Outlot 7; thence westerly and on said South line to the SW corner said Outlot 7, said point also being on the East Right-of-Way line 33<sup>rd</sup> Avenue; thence northerly and on said East line to the Point of Beginning,

Also

Beginning at the NW corner Block 122, Original City of Columbus, Platte County, Nebraska; thence easterly on the North line Block 121 and 122, said Original City to its intersection with the centerline 28<sup>th</sup> Avenue; thence northerly on centerline 28<sup>th</sup> Avenue to its intersection with the centerline 11<sup>th</sup> Street; thence easterly on the centerline 11<sup>th</sup> Street to its intersection with the centerline 25<sup>th</sup> Avenue; thence northerly on the centerline 25<sup>th</sup> Avenue its intersection with the southerly Right-of-Way line Union Pacific Railroad; thence easterly and on said southerly line to the West line Block 94, said Original City; thence North on said West line to the NW corner Lot 5, said Block 94; thence easterly on the North line Lots 5, 6, 7, and 8, said Block 94 to the NE corner Lot 8, said Block 94; thence southeasterly to the NW corner Lot 5, Block 95, said Original City; thence easterly on the North line Lots 5, 6, 7, and 8, Block 95, said Original City, to its intersection with the centerline 23<sup>rd</sup> Avenue; thence northerly on the centerline 23<sup>rd</sup> Avenue to its intersection with the southerly Right-of-Way line Union Pacific Railroad; thence easterly and on said southerly line to its intersection with the West line, Block 96, said Original City; thence northerly on said West line to the NW corner said Block 96; thence easterly on the north line said Block 96 to its intersection with the centerline 22<sup>nd</sup> Avenue; thence southerly and on the centerline 22<sup>nd</sup> Avenue to its intersection with the easterly extension of the south line Lots 1, 2, 3, and 4, Blocks 115 through 122, said Original City; thence westerly on said South line to the SW corner Lot 4, Block 122, said Original City; thence northerly on the West line said Block 122 to the Point of Beginning.

For additional information about the district or to ask questions you may contact Jean Van Iperen, Planning & Economic Development Coordinator for the City of

Columbus at 402-562-4273 or email her at [jean.vaniperen@columbusne.us](mailto:jean.vaniperen@columbusne.us).

CITY OF COLUMBUS, NEBRASKA  
Janelle Kline, City Clerk

Publish: 02:11:23

Two Affidavits of Publication

7.C.1. Resolution No. R23-31 approving intent to create a Downtown Business Improvement District and appoint the following to the Business Improvement Board: Barbara Duffy, Josh Johnson, and Linday Thomsen for three-year term; Mary Nyffeler, Robert "Bob" Stachura, and Dick Tooley for two-year term; and Kristin Stock, Kevin Anderson, and Cory Reeder for one-year term.

# Draft

## RESOLUTION NO. R23-31

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO CREATE AND ESTABLISH A NEW DOWNTOWN BUSINESS IMPROVEMENT DISTRICT AND TO APPOINT A BUSINESS IMPROVEMENT BOARD CONSISTING OF PROPERTY OWNERS, RESIDENTS, BUSINESS OPERATORS, AND USERS OF SPACE WITHIN THE BUSINESS AREA TO BE IMPROVED; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; 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 there is hereby declared an intent to create and establish a new Downtown Business Improvement District.

The following individuals, all of who are property owners, residents, business operators, or users of space within the property as described herein, are hereby appointed for various terms, as specified herein, to serve as members of this Business Improvement Board. Said Board shall make recommendations to the City Council for the potential establishment of a district and place for improvements within that district and to otherwise perform all action as permitted by the Business Improvement District Act, pursuant to Neb. Rev. Stat. §19-4015 to §19-4038, as amended. Said members and their length of terms are as follows, to wit:

- Barbara Duffy                    3 year term
- Josh Johnson                    3 year term
- Lindsay Thomsen                3 year term
- Mary Nyffeler                    2 year term
- Robert "Bob" Stachura        2 year term
- Dick Tooley                      2 year term
- Kristin Stock                    1 year term
- Kevin Anderson                1 year term
- Cory Reeder                     1 year term

The purpose, public facilities and improvements to be made or maintained within the Downtown Business Improvement District include: district advertising; legal notices; events in the district; wayfinding signage; parking lot improvements; streetscape; lighting; beautification; art; and landscaping; as well as maintenance and construction, repair, and reconstruction of any improvements or facilities authorized by the Business Improvement District Act.

The legal description of the boundaries of the new Downtown Business Improvement District is described as follows:

Beginning at the NW corner Lot 5, Block C, Beckers Subdivision of Outlot 8 to the City of Columbus, Platte County, Nebraska; thence easterly on the north line Lots 5, 6, 7, and 8, said Block C, to the NE corner Lot 8, said

Block C; thence easterly to the NW corner Lot 3, Block B, said Subdivision; thence easterly on the north line Lots 3 and 4, Block B, said Subdivision, to the NE corner Lot 4, Block B, said Subdivision; thence southwesterly to the NW corner Lot 3, Block A, said Subdivision; thence easterly on the North line Lots 3 and 4, Block A, said Subdivision to the NE corner Lot 4, Block B, said Subdivision; thence continuing on the easterly extension of said Lots 3 and 4 to its intersection with the centerline 30<sup>th</sup> Street; thence northerly and on said centerline to its intersection with the westerly extension of the North line Lots 5, 6, 7, and 8, Block 54, Original City of Columbus, Platte County, Nebraska; thence easterly and on said North line to the NE corner Lot 8, said Block 54; thence easterly to the NW corner Lot 5, Block 53, Original City of Columbus, Platte County, Nebraska; thence easterly and on the North line Lots 5, 6, 7, and 8 said Block 53 to its intersection with the centerline 28<sup>th</sup> Avenue; thence northerly and on said centerline to its intersection with the westerly extension of the North line Lots 1, 3, and 4, Block 3, Stevens Addition to the City of Columbus, Platte County, Nebraska; thence easterly and on said North line to the NE corner Lot 1, said Block 3; thence easterly to the NW corner Lot 4, Block 2, said Stevens Addition; thence easterly and on the North line Lots 1, 2, 3, and 4, said Block 2, to the NE corner, Lot 1, said Block 2; thence easterly to the NW corner Lot 2, Block 1 said Stevens Addition; thence easterly and on the North line said Lot 2, Block 1, to the NE corner said Lot 2, Block 1; thence northeasterly to the NW corner of the S56' N168' E132', Block 16, Becher Place Addition to the City of Columbus, Platte County, Nebraska; thence easterly and on the North line of the S56' N168' E132' said Block 16 to the NE corner of the S56' N168' E132' said Block 16; thence southeasterly to the NW corner Lot 5, Block 17, said Addition; thence easterly and on the North line Lots 5, 6, 7, and 8 said Block 17 to the NE corner Lot 8, said Block 17; thence easterly to the NW corner Lot 5, Block 18, said Addition; thence easterly and on the North line Lots 5, 6, 7, and 8 said Block 18 to its intersection with the centerline 23<sup>rd</sup> Avenue; thence southerly and on the centerline 23<sup>rd</sup> Avenue to its intersection with the centerline 15<sup>th</sup> Street; thence easterly and on the centerline 15<sup>th</sup> Street to its intersection with the centerline 22<sup>nd</sup> Avenue; thence southerly and on the centerline 22<sup>nd</sup> Avenue to its intersection with 14<sup>th</sup> Street; thence easterly and on the centerline 14<sup>th</sup> Street to its intersection with the centerline 21<sup>st</sup> Avenue; thence southerly and on the centerline 21<sup>st</sup> Avenue to its intersection with the North Right-of-Way line UPPR Railroad; thence westerly and on said North line to the SE corner Lot 8, Block 80, Original City of Columbus, Platte County, Nebraska; thence northwesterly and on the South line Lots 5, 6, 7, and 8, said Block 80 to the SW corner Lot 5, said Block 80; thence northerly and on the West line said Lot 5 to the SW corner Lot 4 said Block 80; thence westerly to the SE corner Lot 1, Block 81, said Original City; thence southerly to the SE Corner Lot 8, said Block 81; thence northwesterly on the South line Lots 5, 6, 7, and 8, said Block 81, to the SW corner Lot 5, Said Block 81; thence northerly to the NW corner Lot 5, said Block 81; thence westerly to the NE corner Lot 8, Block 82, said Original City; thence southerly to the SE corner Lot 8, said Block 82; thence southwesterly and on the South line Lots 5, 6, 7, and 8,

said Block 82 to the SW corner Lot 5, said Block 82; thence northerly to the NW corner Lot 5, said Block 82; thence westerly and on the westerly extension of the North line Lots 5, 6, 7, and 8, said Block 82, 58 feet; thence southerly and parallel to the West line Lot 5, said Block 82 to its intersection with the northeasterly extension of the South line Lots 5, 6, 7, and 8, Block 83 said Original City; thence southwesterly and on said extension to the SW corner Lot 5, said Block 83; thence southerly and on the extension of the West line said Lot 5 to its intersection with the easterly extension of the South line Block 84 said Original City; thence westerly on said extension to the SW corner Block 84 said Original City; thence southerly and on the extension of the West line said Block 84 to its intersection with the centerline 12<sup>th</sup> Street; thence westerly and on the centerline 12<sup>th</sup> Street to the SE corner Lot 3, Union Pacific Subdivision; thence westerly and on the South line said Subdivision to the SW corner said Subdivision; thence southerly and on the East line, Outlot 7, Columbus Outlots to the City of Columbus, Platte County, Nebraska to the SE corners said Outlot 7; thence westerly and on said South line to the SW corner said Outlot 7, said point also being on the East Right-of-Way line 33<sup>rd</sup> Avenue; thence northerly and on said East line to the Point of Beginning,

Also Beginning at the NW corner Block 122, Original City of Columbus, Platte County, Nebraska; thence easterly on the North line Block 121 and 122, said Original City to its intersection with the centerline 28<sup>th</sup> Avenue; thence northerly on centerline 28<sup>th</sup> Avenue to its intersection with the centerline 11<sup>th</sup> Street; thence easterly on the centerline 11<sup>th</sup> Street to its intersection with the centerline 25<sup>th</sup> Avenue; thence northerly on the centerline 25<sup>th</sup> Avenue its intersection with the southerly Right-of-Way line Union Pacific Railroad; thence easterly and on said southerly line to the West line Block 94, said Original City; thence North on said West line to the NW corner Lot 5, said Block 94; thence easterly on the North line Lots 5, 6, 7, and 8, said Block 94 to the NE corner Lot 8, said Block 94; thence southeasterly to the NW corner Lot 5, Block 95, said Original City; thence easterly on the North line Lots 5, 6, 7, and 8, Block 95, said Original City, to its intersection with the centerline 23<sup>rd</sup> Avenue; thence northerly on the centerline 23<sup>rd</sup> Avenue to its intersection with the southerly Right-of-Way line Union Pacific Railroad; thence easterly and on said southerly line to its intersection with the West line, Block 96, said Original City; thence northerly on said West line to the NW corner said Block 96; thence easterly on the north line said Block 96 to its intersection with the centerline 22<sup>nd</sup> Avenue; thence southerly and on the centerline 22<sup>nd</sup> Avenue to its intersection with the easterly extension of the south line Lots 1, 2, 3, and 4, Blocks 115 through 122, said Original City; thence westerly on said South line to the SW corner Lot 4, Block 122, said Original City; thence northerly on the West line said Block 122 to the Point of Beginning.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



# The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

January 26, 2023

<Property Owner>  
<Mailing Address>  
<City, State, Zip>

<Property Legal Description>

RE: Proposed Business Improvement District #3 and proposed assessment

In the fall, the City sent out a letter to you regarding the Downtown Business Improvement District Board (DBIDB) discussing the possibility of creating a Business Improvement District (BID) as a funding mechanism for improvements in the downtown area. The District's boundaries have been proposed and your property is located within the proposed area. A description and map of the proposed BID #3 area is enclosed with this letter along with the take away that was initially sent out.

With the formation of BID #3, the DBIDB will be requesting the City Council collect a yearly assessment from all the property owners located within the established boundaries. All owner-occupied single-family residences will be excluded from the assessment. The revenue would be used solely by the district for specific projects selected by and budgeted for by the DBIDB. The DBIDB, who makes these decisions, is made up of business/property owners within the district. Projects funded through a BID are intended to enhance, not replace, existing city services.

The DBIDB has discussed at length how properties within the BID #3 will be assessed and the amount of the assessment. They are proposing an assessment based on the county's assessed value of the property. The DBIDB has determined a \$200 assessment per \$100,000 of valuation would generate a revenue stream which would allow them to achieve their desired goals yet not be a burden on the property owners within the district. Based on the most recent assessed value of your property of \$<property valuation>, your first year's assessment would be \$<assessment amount>.

If approved, this year's assessment will generate \$67,197.09 and the DBIDB is showing proposed revenue at \$134,394.18 which includes a dollar for dollar city match. Proposed expenses, facilities and improvements include, but are not necessarily limited to: advertising, legal notices, events in the district, wayfinding signage, parking lot improvements, streetscape, lighting, beautification, art, and landscaping.

In order for BID #3 to be formed a public hearing with the City Council will be held on February 21, 2023 at 7:00 p.m. at the Columbus Council Chambers located at 1369 25<sup>th</sup> Avenue. Property owners do have a right to express their views at the public hearing or may show their support or opposition on the postcard that has been enclosed for your use. The card must be fully completed and received via email to [jean.vaniperen@columbusne.us](mailto:jean.vaniperen@columbusne.us), mail or hand delivered to City Hall, Planning & Economic Development, 2424 14<sup>th</sup> Street no later than February 18, 2023 at 8:00 a.m. enabling results of the survey to be tallied by the time of the Public Hearing.

For additional information about the district or to ask questions you may contact Jean Van Iperen, Planning & Economic Development Coordinator for the City of Columbus at 402-562-4273 or email her at [jean.vaniperen@columbusne.us](mailto:jean.vaniperen@columbusne.us).

Sincerely,

Jean Van Iperen  
Planning & Economic Development Coordinator



# Downtown Business Improvement District

## What?

A Business Improvement District (BID) is a legislative tool used to raise funds in a defined district/area for the purpose of creating desirable improvements to the district thus elevating public awareness and engagement with the district.

## Why?

Downtown is a 'district' that warrants unique and special investment in order to grow and fully realize it's potential.

The downtown district in Columbus does not have the funding tools in place that many other cities do.

<u>Norfolk</u>	<u>Hastings</u>	<u>Kearney</u>	<u>Grand Island</u>
<i>.35 levy for parking improvements.</i>	<i>.224224 levy for general BID improvements.</i>	<i>.126695 levy for parking improvements.</i>	<i>(4 districts)</i>
<i>Annual revenue</i>	<i>Annual revenue</i>	<i>Annual revenue</i>	<i>Railside .24613 levy for general BID improvements.</i>
<i>\$107,000</i>	<i>\$74,000</i>	<i>\$56,000</i>	<i>Annual revenue \$120,000</i>

Funding can be used **only in the district** for:

- Public Parking: acquisition, construction, maintenance and operation
- Improvement of public places or facilities. This includes landscaping, physical improvements for decoration or security purposes
- Sidewalks, parks, lighting, seating, art, trash receptacles, shelters, fountains, and any useful or necessary public improvement in the BID
- Developing of public activities and promotion of public events, including the management and promotion of retail trade activities or other promotional activities in the BID
- Advocate for the concerns held by members of the BID
- Part time District Director position
- Any project or undertaking for the betterment of the public facilities in the BID, such as:
  - ❖ Purchasing holiday decorations
  - ❖ Adding signage that promotes the area
  - ❖ Replace outdated street furnishings

## How?

There is an existing Downtown Business Improvement District Board (DBIDB). This board was created many years ago, when the Downtown created a one-time project district for sidewalk improvements.

Funding has to be determined. This can be an annual assessment/bill from the City or a special levy added to the property taxes for the properties in the district.

A public hearing will have to be held, all the details of the district should be decided, including: funding, district boundaries, general purpose of the BID, term of the assessment or levy. Each property owner in the district will get a mailing with the notice of public hearing. Any objections would need to be filed with the City Clerk 5 days before the hearing.

After the public hearing the DBIDB makes a recommendation to the City Council. City Council has to create the district by ordinance.

If approved and funding is generated the DBIDB creates an annual budget.

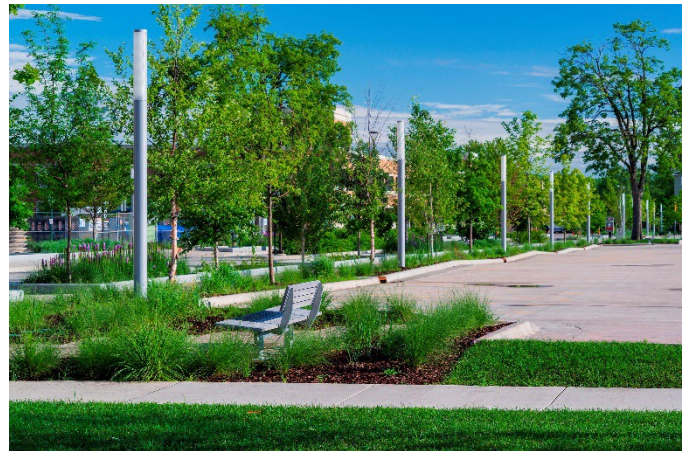
## Proposed projects in the BID



Beautification of **alleys** with Lighting and Art



Addition of **trees and planters** along city streets within the district



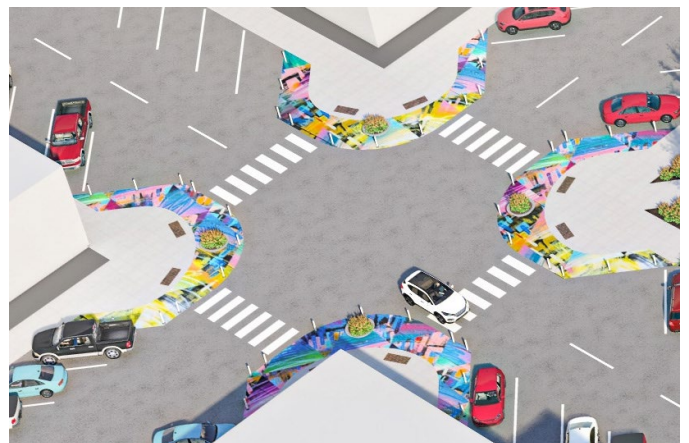
Improving the lighting and landscaping of **public parking** in the district



**Wayfinding Signage** along highways and within the district

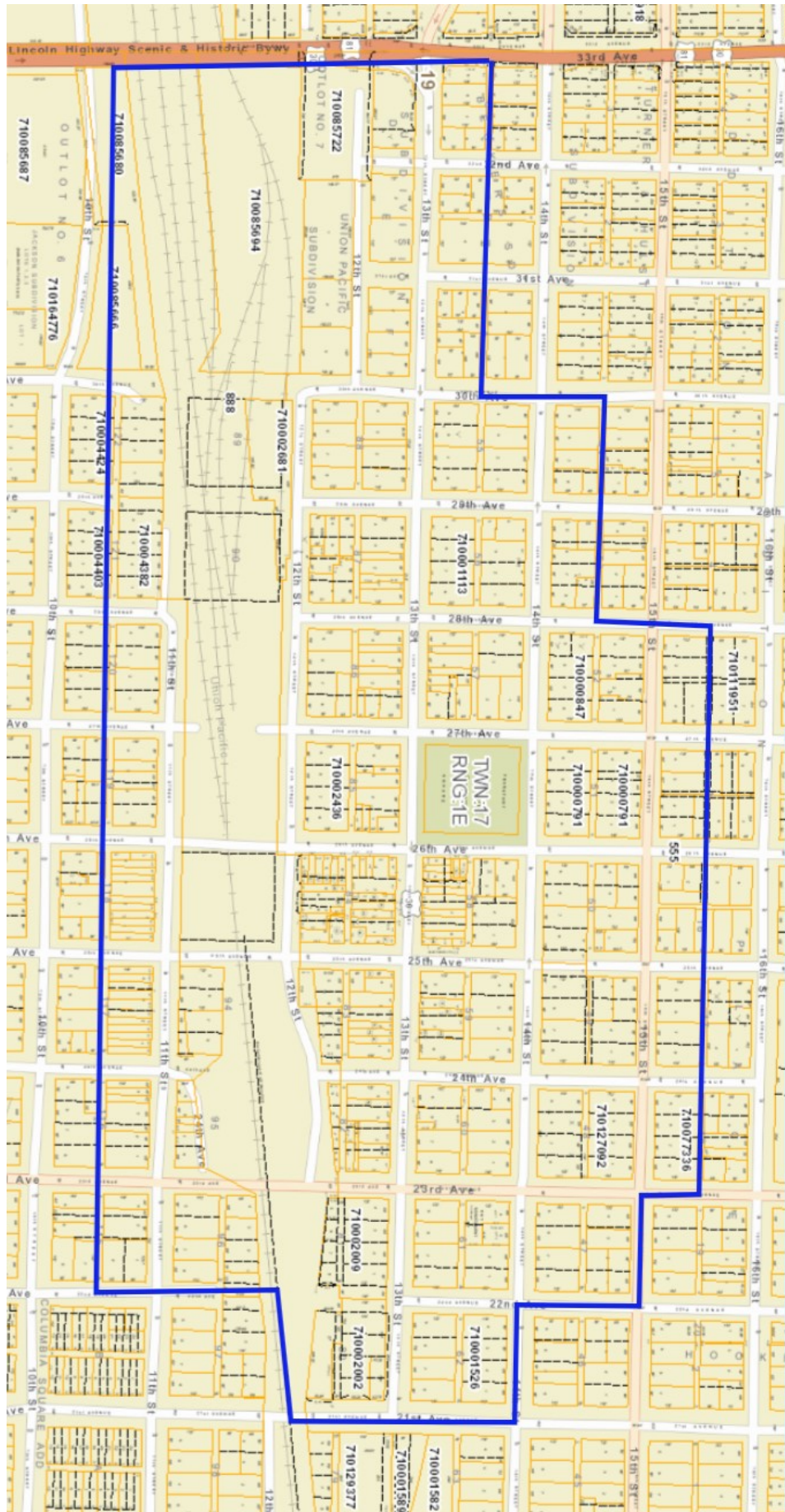


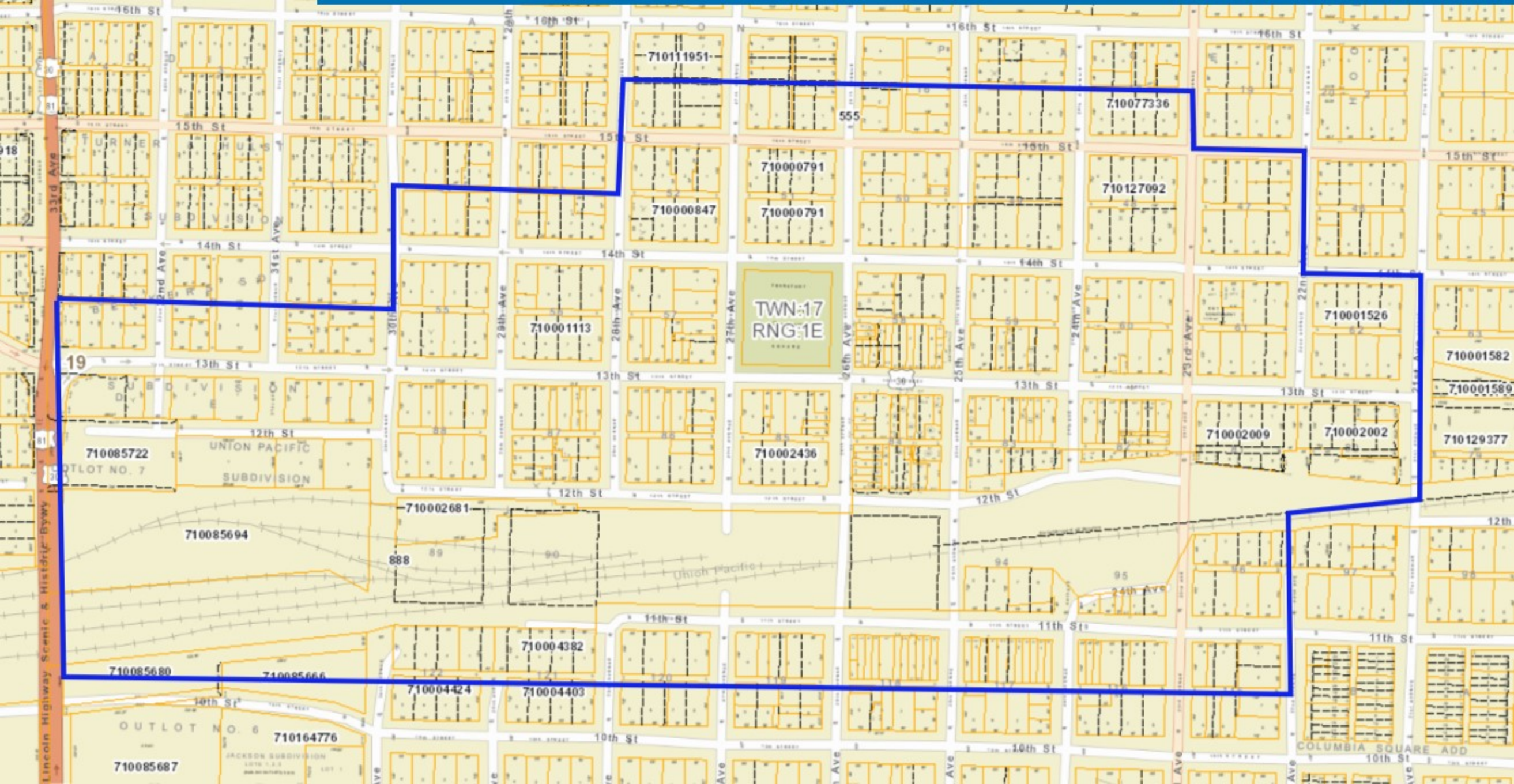
Improvements to **Frankfort Square** including food truck pads, picnic tables areas, additional group seating, improved sound system and possible water fountain



**Public art** throughout the district including murals and street art

# Proposed BID Boundaries





71011951

710077336

555

710000791

710127092

710000847

710000791

TWN:17  
RNG:1E

710001113

710001526

710001582

710001589

710002436

710002009

710002002

710129377

710085722

UNION PACIFIC  
SUBDIVISION

710002681

710085694

888

UNION PACIFIC

710004382

710085680

710095666

710004424

710004403

710164776

710085687

COLUMBIA SQUARE ADD

Lincoln Highway Scenic & Historic Byway

**8. PETITIONS AND COMMUNICATIONS - None**

**9. REPORTS OF CITY OFFICES - Included in Consent Agenda**

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

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

**12. REPORTS ON LEGISLATION - None**

**13. NEW BUSINESS**

13.A.Appointment of Diane Scheffler to Senior Center Advisory Board to fill unexpired term of Collette Hansen.

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

**MEMORANDUM**

**DATE:** February 6, 2023  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the following name to you for appointment at the February 21, 2023 City Council meeting per City Council rules.

**SENIOR CENTER ADVISORY BOARD**

**Filling unexpired term of Collette Hansen until October 2023**

**Diane Scheffler, 4535 14<sup>th</sup> Street, Columbus, NE 68601**

Diane has lived in Columbus for 55 years. She worked at Dale/Vishay for 35 years and is currently the Vice President of the Dale/Vishay Alumni Association.

Her hobbies include yard work and maintaining her flower garden, as well as spending time with family and friends. Before the passing of her husband, she had been married for 37 years. She has 4 daughters, 8 grandchildren and 1 great grandchild.

Diane has been a volunteer at the Columbus Senior Center for several years, enjoying every minute of it. She is looking forward to serving on the Advisory Board and continuing to serve our seniors for many years to come.

  
James B. Bulkley, Mayor

CommitteeMtgs/AppointReappoint/SrCntrAdvBd

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

14. **RESOLUTIONS**

14.A. Resolution No. R23-32 amending Title VI (Non-Discrimination plan 2022) section of the policies and procedures for Columbus Area Transit.

# Draft

## RESOLUTION NO. R23-32

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE TITLE VI (NON-DISCRIMINATION PLAN/2022) SECTION OF THE POLICIES AND PROCEDURES FOR COLUMBUS AREA TRANSIT, ADOPTED BY RESOLUTION NO. R18-12 ON FEBRUARY 5, 2018, AND AMENDED BY RESOLUTION NO. R18-67 ON JUNE 4, 2018, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; 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 Title VI (Non-Discrimination Plan/2022) Section of the Policies and Procedures for Columbus Area Transit, adopted by Resolution No. R18-12 on February 5, 2018, and amended by Resolution No. R18-67 on June 4, 2018, is hereby amended, a copy of which is attached hereto and incorporated herein by this reference.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



The City of **Columbus**

**HUMAN RESOURCES ♦ RISK MANAGEMENT**

Office (402) 562-4243

Fax (402) 564-9348

**DATE:** February 8, 2023  
**TO:** Honorable Mayor and City Council  
**FROM:** Tammy Orender, Human Resources Director  
**SUBJECT:** Updated Title VI Plan for Columbus Area Transit

**RECOMMENDATION:** Approve the updates made in the Plan

**DISCUSSION:**

The attached is an updated Title VI Plan for the Columbus Area Transit. UNO was asked to review and they made a few minor verbiage changes.

I am asking the Columbus City Council to review and approve the current Plan.

**SIGNATURE:**

A handwritten signature in black ink that reads "Tammy Orender". The signature is written in a cursive, flowing style.



# Title VI

## Non-Discrimination Plan | 2022

Columbus Area Transit

Under the Civil Rights Act of 1964 and related statutes, Columbus Area Transit ensures that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits or services of, or be otherwise subjected to discrimination in all programs, services or activities administered by the agency.



Signed By \_\_\_\_\_

All entities who receive Federal Transit Administration (FTA) grant dollars either directly from the FTA or through the Nebraska Department of Transportation (NDOT) are subject to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation's implementing regulations. This manual provides technical assistance on Title VI compliance requirements.

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# I. Introduction and Overview

## Plan Statement

Columbus Area Transit (CAT) operates a demand response public transit program serving the residents of the City of Columbus, Nebraska. As a condition of receiving Federal financial assistance to operate these services, the agency ensures that its programs, policies, and activities comply with Title VI of the Civil Rights Act. The following program details how CAT meets the Title VI requirements set forth in FTA Circular 4702.1B.

CAT is the recipient of the following FTA funds:

- Federal Section 5311 Non-Urbanized Area Formula Grant Program

CAT receives Federal funding through the Nebraska Department of Transportation Transit Section. NDOT administers CAT's FTA transit service funding and provides all Title VI program oversight for CAT.

## Policy

Section 601 under Title VI of the Civil Rights Act of 1964 states the following:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."*

CAT is committed to ensuring that no person, on the basis of race, color, or national origin, shall be excluded from participation in or subjected to discrimination under its programs or services, or be denied the benefits of the level and quality of transit services provided by the agency's employees, affiliates, and contractors.

## Authorizing Legislation

Most Federal transit laws are codified at title 49 U.S.C. Chapter 53. Authorizing legislation is substantive legislation enacted by Congress that establishes or continues the operation of a Federal program or agency. FTA's most recent authorizing legislation is entitled the *Bipartisan Infrastructure Law*, signed into law on November 15, 2021.

## How to Contact FTA and CAT

FTA's regional and metropolitan offices are responsible for providing financial assistance to FTA grant recipients and for oversight of grant implementation for FTA programs. Certain specific programs are the responsibility of FTA headquarters. Inquiries should be directed to either the regional or metropolitan office responsible for the geographic area in which the recipient is located.

For more information regarding CAT's Title VI Program, please contact the agency at:

**Columbus Area Transit**

Attn: Human Resource Director  
1058 28<sup>th</sup> Ave  
Columbus, NE 68601  
(402) 562-4243

[tammy.orender@columbusne.us](mailto:tammy.orender@columbusne.us)

FTA Headquarters can be contacted at:

**Federal Transit Administration**

Office of Civil Rights  
Attn: Title VI Program Coordinator  
1200 New Jersey Avenue SE  
Washington, D.C. 20590  
888-446-451

The Nebraska Department of Transportation can be contacted at:

**Nebraska Department of Transportation**

Attn: Title VI Transit Manager  
1400 Hwy 2  
Lincoln, NE 68502  
(402) 479-4694

[kari.ruse@nebraska.gov](mailto:kari.ruse@nebraska.gov)

**Governing Body**

The governing body of CAT is comprised of eight (8) elected city councilmembers representing the City of Columbus, Nebraska.

**FTA Circular 4702.1B**

CAT's Title VI Plan has been developed to address FTA's Title VI requirements and oversight responsibilities. The plan follows the guidelines set forth in FTA Circular 4702.1B.

**II. General Reporting Requirements**

Chapter III of FTA Circular 4702.1B addresses the general reporting requirements for recipients and subrecipients of FTA funding to ensure that their activities comply with US DOT Title VI regulations. Those requirements are summarized below, accompanied by details on how CAT's Title VI Transit Program fulfills each requirement.

**1. Requirement to Provide Title VI Assurances**

*In accordance with 49 CFR Section 21.7(a), every application for FTA financial assistance must be accompanied by an assurance that the applicant will carry out the program in compliance with DOT Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances to FTA.*

CAT annually submits its Certifications and Assurances to the Nebraska Department of Transportation (NDOT). NDOT collects CAT's Title VI Assurances prior to passing through FTA funds.

## **2. Requirement for First-Time Applicants: N/A**

*New applicants will submit a Title VI program that is compliant with FTA Circular 4702.1B, as well as an assurance that the applicant will carry out the program in compliance with DOT Title VI regulations.*

CAT is not a first-time applicant and is therefore except from this requirement.

## **3. Requirement to Prepare and Submit a Title VI Program**

*FTA requires that all direct and primary recipients document their compliance with DOT's Title VI regulations by submitting a Title VI Program to their FTA Regional Civil Rights Officer once every three years, or as otherwise directed by FTA. For all recipients (including subrecipients), the Title VI Program must be approved by the recipient's board of directors or appropriate governing entity or official(s) responsible for policy decision prior to submission to FTA. Subrecipients shall submit Title VI Programs to the primary recipient from whom they receive funding in order to assist the primary recipient in its compliance efforts.*

The Columbus City Council will approve this Title VI Program. Documentation of such approval will be submitted with the agency's Title VI Program. The effective date of the Program will be the date of the resolution.

CAT will submit its Title VI Program to the Nebraska Department of Transportation for review and approval.

## **4. Requirement to Notify Beneficiaries of Protection under Title VI**

*Title 49 CFR Section 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and appraise members of the public of the protections against discrimination afforded to them by Title VI. At a minimum, recipients shall disseminate this information to the public by posting a Title VI notice on the agency's website and in public areas of the agency's office(s), including the reception desk, meeting rooms, etc. Recipients should also post Title VI notices at stations or stops, and/or on transit vehicles.*

A copy of CAT's Title VI Notice to the Public is displayed below. The notice is also displayed in English and Spanish within the agency's service vehicles and in a public location at the agency's main office in Columbus, Nebraska. The notice is also available in English on the agency website at <http://www.columbusne.us/>.

# Title VI Notice to the Public

## Columbus Area Transit

Columbus Area Transit operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint of discrimination by completing and submitting the agency's Title VI Discrimination Complaint Form. This form can be downloaded on the agency website at [www.columbusne.us](http://www.columbusne.us); additionally, the form can be requested by contacting the agency at the address provided below. A telephone interpreter can be provided to assist persons of limited English proficiency.

To request more information on the agency's Title VI obligations, or to obtain a detailed description of the agency's Title VI discrimination complaint procedures, please visit the agency website or contact the agency using the information provided. Title VI Discrimination Complaint Forms and additional information can also be obtained through the Nebraska Department of Transportation (NDOT) website at [www.dot.nebraska.gov](http://www.dot.nebraska.gov), or by contacting NDOT using the information provided below. A telephone interpreter can be provided to assist persons of limited English proficiency.

### **Columbus Area Transit**

Attn: Human Resource Director  
1058 28th Ave  
Columbus, NE 68601  
(402) 562-4243  
[tammy.orender@columbusne.us](mailto:tammy.orender@columbusne.us)

### **Nebraska Department of Transportation**

Attn: Title VI Transit Manager  
1400 Hwy 2  
Lincoln, NE 68502  
(402)-479-4694  
[kari.ruse@nebraska.gov](mailto:kari.ruse@nebraska.gov)

### **Federal Transit Administration Office of Civil Rights**

Attn: Title VI Program Coordinator  
East Building, 5th Floor-TCR  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

Columbus Area Transit opera sus programas y servicios sin tomar en cuenta raza, color, u origen nacional de conformidad con el Título VI del Acta de Derechos Civiles. Cualquier persona que cree que ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja de discriminación por completar y enviar el Formulario de Queja de Discriminación de Título VI de la agencia. Este formulario se puede descargar en el sitio de web de la agencia en [www.columbusne.us](http://www.columbusne.us). adicionalmente, se puede solicitar el formulario poniéndose en contacto con la agencia a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.

Para solicitar mas información sobre las obligaciones de Título VI de la agencia, o para obtener una descripción detallada del procedimiento de Quejas de Discriminación del Título VI, favor de visitar la pagina de la agencia o contactar la agencia a la dirección proporcionada arriba. También se puede obtener los Formularios de Quejas de Discriminación del Título VI y información adicional en el sitio de web del Departamento de Transporte de Nebraska (NDOT) en [www.dot.nebraska.gov](http://www.dot.nebraska.gov) o poniéndose en contacto con NDOT a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.



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## **5. Requirement to Develop Title VI Complaint Procedures and Complaint Form**

*All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them, and shall make their procedures for filing a complaint available to members of the public.*

*Recipients must also develop a Title VI complaint form, and the form and procedure for filing a complaint shall be available on the recipient's website:*

CAT has adopted the Nebraska Department of Transportation's procedures and forms for investigating and tracking Title VI complaints of discrimination. Discrimination Complaint Forms (pictured below) are available in English on the agency website at <http://www.columbusne.us/> and are maintained in print form by CAT for upon-request distribution; instructions for accessing these forms are provided on the CAT's Title VI Notice to the Public.

Copies of CAT's Title VI Complaint Procedures and Complaint Form are displayed below. A description of CAT's Title VI Complaint Procedures follows the forms.

# Title VI Complaint Procedures

## Columbus Area Transit

Any person who believes they have been discriminated against on the basis of race, color, or national origin by the Columbus Area Transit may file a complaint by completing and submitting the agency's Title VI Complaint Form. Complaints must be submitted within 180 days following the alleged incident. Complaints received after 180 days will not be eligible for investigation.

All Title VI and related statute complaints are considered formal—there is no informal process. Complaints must be made in writing and signed by the complainant on the Complaint Form provided. If complaints are received by telephone, the information will be documented in writing and provided to the complainant for confirmation or revision and signature prior to processing. Complaints must include the complainant's name, address, and telephone number, and should specify all issues and circumstances of the alleged discrimination. Allegations must be based on issues involving race, color, or national origin. Complaints can be submitted to the agency at the following contact information:

### **Columbus Area Transit**

Attn: Human Resource Director  
1058 28th Ave  
Columbus, NE 68601  
(402) 562-4243  
tammy.orender@columbusne.us

### **Nebraska Department of Transportation**

Attn: Transit Manager  
1400 Hwy 2  
Lincoln, NE 68502  
(402) 479-4694  
kari.ruse@nebraska.gov

Complaints may also be filed with the Federal Transit Administration by obtaining their form at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>.

*Columbus Area Transit will notify the Nebraska Department of Transportation that a complaint has been received. The complainant will receive an acknowledgment letter informing her/him whether the complaint will be investigated. NDOT has 30 days to investigate the complaint. If more information is needed to resolve the case, the agency may contact the complainant to request additional information. The complainant has 15 days from the date of the letter to supply requested information to the investigator assigned to the case.*

*After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days following the closure letter or LOF to do so.*

*Este documento describe el Procedimiento de Queja por Discriminación del Título VI de Columbus Area Transit. Para obtener una copia de este documento en español, comuníquese con el Departamento de Transporte de Nebraska al número de teléfono que figura arriba. Un intérprete telefónico está disponible para ayudar a personas con dominio limitado del inglés.*



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# Title VI Discrimination Complaint Form

## Columbus Area Transit

To file a Title VI complaint of discrimination, please complete this Complaint Form in full and submit it within 180 days following the alleged incident using the provided agency contact information. Complaints received after 180 days will not be eligible for investigation. Title VI complaints must involve issues pertaining to race, color, or national origin. Complaint Forms may be submitted by an individual or a representative of that individual.

Complaints must be made in writing and contain as much information as possible about the alleged discrimination. If complaints are received by telephone, the information will be documented in writing and provided to the complainant for confirmation or revision and signature prior to processing. The written complaint should include the complainant's name, address, and telephone number, as well as a detailed description of the issues and the name(s) and job title(s) of individuals perceived as parties in the complaint.

After completing this Complaint Form, please return it to the address below:

### **Columbus Area Transit**

Attn: Human Resource Director  
1058 28th Ave  
Columbus, NE 68601  
(402) 562-4243  
tammy.orender@columbusne.us

Complainants may also choose to return this form to the Nebraska Department of Transportation at the following address:

### **Nebraska Department of Transportation**

Attn: Title VI Transit Manager  
1400 Hwy 2  
Lincoln, NE 68502  
(402) 479-4694  
kari.ruse@nebraska.gov

Complaints may also be filed with the Federal Transit Administration by obtaining their form at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>. Complaints using the FTA form may be submitted via email to [FTACivilRightsCommunications@dot.gov](mailto:FTACivilRightsCommunications@dot.gov) or mailed to the following address:

### **Federal Transit Administration**

Office of Civil Rights  
Attn: Complaint Team  
East Building, 5th Floor-TCR  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

*Para obtener una copia de este documento en español, visite el sitio web de la agencia en [www.columbusne.us](http://www.columbusne.us). Para asistencia adicional, comuníquese con el Departamento de Transporte de Nebraska al número de teléfono que figura arriba. Un intérprete telefónico está disponible para ayudar a personas con dominio limitado del inglés.*



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Complainant:	Phone:
Address:	Email:
Person Discriminated Against if Different from Above:	Phone:
Address:	Email:
What is the full legal name of the organization that discriminated against you?:	
Type of Discrimination: <input type="checkbox"/> Race/Color <input type="checkbox"/> National Origin <input type="checkbox"/> Retaliation	Date of Incident:
Date and place of alleged discriminatory actions. Please include earliest date of discrimination and most recent date of discrimination:	
Explain as briefly and clearly as possible what happened and how you were discriminated against. Indicate who was involved. Be sure to include how other persons were treated differently than you. Also, attach any written material pertaining to your complaint (attach additional pages if necessary):	
Names and contact information of persons (witnesses, others) whom we may contact for additional information to investigate your complaint:	

The complaint will not be accepted if it has not been signed. Please sign and date this complaint form below. You may attach any written materials or other supporting information that you believe is relevant to the complaint.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Attachments:  Yes  No

Please submit this completed form using the contact information provided on page 1.

<b>OFFICE USE ONLY</b>	
Received By:	Date:

## **CAT Title VI Complaint Procedures**

CAT forwards all Title VI complaints of discrimination to the Nebraska Department of Transportation Transit Section for review. Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by CAT may file a complaint by completing and submitting the agency's Title VI Complaint Form. Only complaints received no more than 180 days following the alleged incident will be subject to investigation.

All Title VI and related statute complaints are considered formal – there is no informal process. Complaints must be made in writing and signed by the complainant on the form provided. Complaints received by telephone will be placed in writing and provided to the complainant for confirmation or revision and signing prior to processing. For assistance filing a complaint in a language other than English, complainants may contact the agency by phone and an interpreter will be provided to assist the individual as necessary.

Complaints may be filed by the affected individual or a representative of that individual. Complaints must include the complainant's name, address, and telephone number, and should specify all incidences and circumstances of the alleged discrimination. Allegations must be based on issues involving race, color, or national origin.

Complaints may be filed with the agency using the following contact information:

### **Columbus Area Transit**

Attn: Human Resource Director

1058 28<sup>th</sup> Ave

Columbus, NE 68601

(402) 562-4243

[tammy.orender@columbusne.us](mailto:tammy.orender@columbusne.us)

Complainants who do not wish to file with the transit agency may contact the Nebraska Department of Transportation to receive assistance filing a complaint. NDOT can also assist individuals in submitting a Title VI Complaint in a language other than English. NDOT can be contacted using the following information.

### **Nebraska Department of Transportation**

Attn: Title VI Transit Manager

1400 Hwy 2

Lincoln, NE 68502

(402) 479-4694

[kari.ruse@nebraska.gov](mailto:kari.ruse@nebraska.gov)

Complaints may also be filed with the Federal Transit Administration by obtaining their form at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>. Complaints to FTA may be submitted via email to [FTACivilRightsCommunications@dot.gov](mailto:FTACivilRightsCommunications@dot.gov) or mailed to the following address:

**Federal Transit Administration**  
Office of Civil Rights  
Attn: Title VI Program Coordinator  
1200 New Jersey Avenue SE  
Washington, D.C. 20590  
888-446-451

If a complaint is received by CAT, the agency will submit the complaint to the Nebraska Department of Transportation for review. Upon receipt of the complaint, the NDOT Transit Section will notify the Federal Transit Administration that a complaint has been filed. The NDOT Transit Manager or other investigator will contact the complainant to:

- Acknowledge receipt of the complaint by the investigator.
- Confirm the complainant received adequate assistance to file the complaint.
- Confirm that the complainant wishes to proceed with the complaint.
- Confirm the existence of allegations that require investigation and/or resolution.
- Gather additional facts and further clarify the complaint.

The complainant will be notified in writing that the complaint was received and will be reviewed by the NDOT Transit Section and FTA Region VII, with the involvement of CAT. If the complaint is determined to have validity, it will be investigated. As part of the review, the investigator will, at minimum:

- Gather relevant documentation from the complainant that was not included in the complaint, such as forms, memos, letters, and photographs;
- Maintain a log of all activities associated with the complaint;
- Complete an investigative report containing information, findings, photos, and recommendations for corrective action to be submitted to FTA.

A copy of the complaint, together with a copy of NDOT's investigative report, shall be forwarded to the FTA Region VII Office in Kansas City, MO within 60 days of the date at which the complaint was received by NDOT.

A decision by NDOT to dismiss a complaint can be made for the following reasons:

- The complaint was not filed within 180 days.
- The complaint is not covered by the Title VI statutes for which NDOT is responsible.
- The complaint does not allege any harm covered under the statutes for which NDOT is responsible.
- The complainant requests the withdrawal of the complaint.
- The complainant fails to respond to repeat, documented requests for additional information needed to process the complaint.
- The complainant cannot be located after documented reasonable attempts.

A log will be maintained which is to include the following information:

- The date the complaint/lawsuit was filed.
- A summary of the allegation(s).
- The status of the investigation.
- The actions taken by the recipient/subrecipient in response to the complaint/lawsuit and investigation.
- Documentation to be retained includes the complaint form and a summary of findings.

After the investigator reviews the complaint, they will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation, and the complaint will be closed. An LOF summarizes the allegations and interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wished to appeal the decision, they have 30 days following the closure letter of LOF to do so.

For additional questions regarding CAT's Title VI complaint procedures or Civil Rights Program, individuals may contact the transit agency at the contact information provided above. For more information on NDOT's Title VI complaints procedure or Civil Rights Program, individuals may contact NDOT at the address provided above.

## **6. Requirement to Record and Report Title VI Complaints, Investigations, and Lawsuits**

*In order to comply with the reporting requirements of 49 CFR Section 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations conducted by entities other than FTA; lawsuits; and complaints naming the recipient. This list shall include the date that the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to the investigation, lawsuit, or complaint.*

At this time, CAT has not received Title VI complaints of discrimination, and therefore there were no investigations or lawsuits to report.

CAT will maintain a list of all investigations, lawsuits, and/or complaints naming the agency, in accordance with the guidelines specified by FTA Circular 4702.1B. A copy of the form that will be used to track such complaints is displayed below. CAT will maintain permanent records of all complaint-related documents. The agency will report all Title VI complaints of discrimination to the Nebraska Department of Transportation and the Federal Transit Administration.

# Title VI Complaint and Lawsuit Tracking Form

## Title VI Complaints

Complainant Name	Date of Incident	Date Filed	Summary of Complaint (include basis of complaint: race, color, or national origin)	Complaint resulted in investigation? (Y/N)	Status of complaint: active or closed?	Summary of Findings OR Reason Complaint was not Investigated (N/A if active)	Notes

## Title VI Lawsuits

Name of plaintiff	Date of Incident	Date Filed	Allegation(s)	Status: Active or Closed?	Result (N/A if active)	Notes:

**Submitted by:**

Human Resource Director  
 1058 28th Ave  
 Columbus, NE 68601  
 (402) 562-4243  
 tammy.orender@columbusne.us

## **7. Plan to Promote Inclusive Public Participation**

CAT's public involvement strategy is intended to promote awareness and provide ample opportunity for the public to participate in the agency's transportation decision-making process surrounding projects, fare and/or service changes, and application for Federal operating assistance. This process allows for:

- Ensuring the timely dissemination of information to the public.
- Considering the input and encouraging the participation of underserved groups in the agency's transportation decision-making processes.
- Granting timely public notice and an adequate review period through this process.
- Facilitating adequate public review of major project revisions.
- Granting opportunity for the review of proposed and final plans.
- Encouraging and documenting public comment.

For these purposes, the agency will announce and hold a public hearing in the event of a fare increase, major change in service, or in the event of a capital construction project. Additionally, the agency will provide adequate public notice in the event of a vehicle purchase or upon the submission of an application for State or Federal operating assistance funds with no major service changes or fare increases.

For the purpose of definition, a major change or reduction service shall include a reduction in total system vehicle hours of 10% or more, the elimination of service in an area with a population of 2,000 or more, the elimination of service on one or more days of the week, or a change in the type of transit service in an area with a population of 2,000 or more. A fare increase shall include an increase in single ride fare for any transit service including other fare categories, or a decrease in the discount(s) offered for fare categories.

Public hearings will be advertised in a newspaper of general circulation in the geographic area the project will serve at least 14-21 calendar days in advance of the public hearing, and again no later than 5-12 calendar days in advance of the public hearing. Notice of hearings shall include a concise description of the proposed project and will advertise the availability of translated copies of said hearing notice and/or other publicly released meeting documents in Spanish. Hearings will be held in accessible locations and at times convenient for public attendance.

Written or verbal comments from the public will be accepted during and for at least 10 days following the public hearing. These comments will be reviewed as part of the agency's decision-making process surrounding transportation projects.

An agency staff member will record and prepare formal minutes of the public hearing. These minutes will be available to the public upon request. Spanish translations of these minutes, as well as of other publicly released meeting documents (e.g., announcements, surveys, comment cards, etc.) will be made available to members of the public upon request. The availability of translated minutes and/or other public documents will be advertised on the agency's public hearing notice.

### **Summary of Past Outreach Efforts**

CAT routinely performs outreach to the public through a number of outlets including local media outlets and through social media. It should be noted that CAT personnel believe approximately 5% of their riders are minority persons or persons of limited English proficiency – an estimate supported by the

Service Area Profile data presented in the Four Factor Analysis accompanying the current Title VI Program submission. Nonetheless, the agency's current public participation strategy has been revised as described above to enhance opportunities for participation by persons of limited English proficiency.

## **8. Providing Meaningful Access to LEP Persons**

*Recipients are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee; (2) the frequency with which LEP individuals come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the grantee/recipient and costs. As indicated above, the intent of this guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small business, small local governments, or small nonprofits.*

### **Four Factor Analysis Results Summary**

Columbus Area Transit provides transportation to the general public; transportation is provided to residents in Columbus, Nebraska. Columbus Area Transit personnel report regular contact with clients of limited English proficiency (LEP), with approximately 5% of riders in contact with the program at the current time being Spanish speakers. However, the following analysis was carried out to inform a Language Assistance Plan that considers the needs of limited English proficient (LEP) persons who could potentially be encountered by the agency as it administers its programs and services in the City of Columbus.

To facilitate this analysis, 2016-2020 American Community Survey data was analyzed at the county level. This data was used to inform the Language Assistance Plan accompanying this Four Factor Analysis. The data show that the number and proportion of LEP persons in Platte County is significant, with approximately 83.1% of the population estimated to speak English only.

### **CAT Four Factor Analysis**

#### **Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or recipient**

CAT provides transportation service for the residents of the City of Columbus, Nebraska. To determine the number and proportion of LEP persons residing within the agency's service area, 2016-2020 American Community Survey data representing languages spoken at home for persons over five years of age was analyzed for Platte County. This analysis resulted in the following service area profile. In this analysis, "LEP" was defined as person who speak English "less than 'very well'" according to the American Community Survey. LEP can also be defined as a person who has a limited ability to speak, read, or write the English language.

#### **CAT service area LEP profile**

- The total number of persons over the age of five in the two counties included in the CAT service area is 30,838.
- Approximately 83.1% of this total population speak English only.

- The agency did make surveys on language preference available to all riders from mid-February to mid-March 2022 in English and Spanish with other languages available upon request. The agency received 28 responses. 27 indicated the respondent felt comfortable using English and one response felt uncomfortable, listing Spanish as the sole language used at home.
- Spanish is the largest non-English language group in the CAT service area. Notably this language group contains over 2,259 LEP persons.
- Other language groups in the CAT service area contained a significant number and proportion of LEP persons, exceeding the Safe Harbor Threshold of 1,000 LEP persons or a 5% or greater proportion of LEP persons. Notably, only 29 LEP persons were identified in the entire CAT service area as speaking a language other than Spanish.

### **Service Area Profile Conclusions**

The number and proportion of Spanish-speaking LEP persons in the vicinity of Columbus Area Transit is significant, with Spanish exceeding the Safe Harbor Threshold of 1,000 or more LEP persons or 5% of the service area population. Moreover, agency personnel report that contact with LEP persons is regular with 5% of current riders believed to be LEP Spanish speakers at the current time.

#### ***Factor 1a: How LEP persons interact with the recipient's agency***

CAT personnel report that contact with LEP persons while administering its programs and services is extremely rare. It is estimated that such contact would most likely occur while scheduling or providing transportation.

#### ***Factor 1b: The literacy skills of LEP persons in their native languages, in order to determine whether the translation of written documents will be an effective practice.***

No complete data could be obtained regarding the native language literacy of LEP Persons within the CAT service area. The agency did make surveys on language preference available to all riders from mid-February to mid-March 2022 in English and Spanish with other languages available upon request. The agency received 28 responses. 27 indicated the respondent felt comfortable using English and one response felt uncomfortable, listing Spanish as the sole language used at home. If a complete data set becomes available, it will be utilized by the agency. However, due to the language assistance resources made available by the agency to LEP persons (see accompanying Language Assistance Plan), it is not estimated that barriers to service due to native language literacy would prevent LEP persons from accessing the agency's programs or services at this time.

#### ***Factor 1c: Whether LEP persons are underserved by the recipient due to language barriers***

CAT personnel report that interaction with persons of limited English proficiency is regular. This estimate is supported by the number and proportion of LEP persons residing within the agency service area, as identified in the Service Area Profile above. Given current ridership reflects the LEP population in the area, it is not estimated that barriers to service due to language exist at this time.

#### **Factor 2: The frequency with which LEP persons come into contact with the program**

CAT personnel report that contact with LEP persons while administering programs and services is regular, representing about 5% of the ridership.

#### **Factor 3: The Nature and Importance of the Program, Activity, or Service in People's Lives**

CAT operates a public transportation service that is open to all individuals. CAT also provides rides to medical appointments, social events, grocery stores, hair appointments, and to Community Center for meals and activities. It is deemed that CAT's services are of high value to the residents of Columbus, Nebraska.

**Factor 4: The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach**

CAT has access to Title VI LEP outreach resources through the Nebraska Department of Transportation, including Spanish document translation assistance and verbal translation over the phone, Title VI template documents (e.g., Title VI Notice to the Public, Title VI Complaint form, etc.) for CAT's use, and general Title VI assistance and oversight.

**CAT Language Assistance Plan**

Columbus Area Transit currently has access to document translation assistance through the Nebraska Department of Transportation, as well as general Title VI assistance and oversight through this agency. Using this resource, Columbus Area Transit's Title VI Notice to the Public, Discrimination Complaint Form, and Discrimination Complaint Procedures Form have been translated into Spanish for public distribution and posting on the agency website. In the event of a public hearing by CAT, publicly distributed meeting documents, including meeting minutes, will be also provided in Spanish upon request using these resources.

CAT also has access to verbal translation over the phone through the Nebraska Department of Transportation. The agency will use this resource if in-person or over the phone verbal translation is required when working with riders. The agency will also take reasonable steps to assist LEP persons who may choose to access its programs and services in the future.

Additionally, U.S. Census "I Speak" cards (displayed below) will also be located at the agency's main office to enable LEP persons to quickly identify their spoken language when it cannot be readily identified by a CAT staff member. This will assist CAT in determining additional language assistance needs as they arise.

United States  
Census  
2020

## Language Identification Card

I work for the U.S. Census Bureau. Is someone here now who speaks English and can help us?  
If not, someone may contact you who speaks \_\_\_\_\_.

### Español (Spanish 02)

Trabajo para la Oficina del Censo de los EE. UU. ¿Se encuentra alguien que hable inglés y pueda ayudarnos? Si no, alguien que habla español podría comunicarse con usted.

### 普通话、广东话 (Chinese simplified)

我是美国人口普查局的工作人员。请问您这里有没有会说英语的人可以帮助我们？

(Mandarin 03): 如果没有，可能会有会讲普通话的人与您联系。

(Cantonese 04): 如果没有，可能会有会讲广东话的人与您联系。

如果您閱讀繁體中文，請參閱第2頁（普通話或廣東話） (Chinese traditional on pg 2)

### Tiếng Việt (Vietnamese 05)

Tôi làm việc cho Cục Thống Kê Dân Số Hoa Kỳ. Hiện có ai ở đây biết nói tiếng Anh và có thể giúp quý vị và tôi không? Nếu không, một nhân viên nói tiếng Việt có thể sẽ liên lạc với quý vị.

### 한국어 (Korean 06)

저는 미국 인구조사국에서 일하고 있습니다. 여기 계신 분 중에서, 영어를 하실 수 있어서 저희를 도와주실 수 있는 분이 혹시 계신지요? 없으시면, 한국어를 하시는 분이 연락을 드릴 수도 있습니다.

### Русский (Russian 07)

Я представляю Бюро переписи населения США. Присутствует здесь кто-нибудь, кто говорит по-английски и мог бы помочь нам? Если нет, то тогда возможно, с Вами свяжется наш сотрудник, говорящий по-русски.

### العربية (Arabic 08)

أنا أعمل بملكتب الإحصاء الأمريكي. هل يوجد شخص هنا يتكلم الإنجليزية و يمكنه ان يساعدنا الآن؟ إذا لا، فقد يتصل بكم شخص يتكلم اللغة العربية.

### Tagalog (Tagalog 09)

Nagtatrabaho ako para sa Kawanihan ng Senso ng U.S. Mayroon ba rito ngayong nagsasalita ng Ingles at maaaring tumulong sa amin? Kung wala, maaaring may kumontak sa inyo na nagsasalita ng Tagalog.

### Polski (Polish 10)

Jestem pracownikiem Urzędu Spisu Ludności USA. Czy w tej chwili jest tu ktoś, kto mówi po angielsku i może nam pomóc? Jeżeli nie, może skontaktować się z Państwem ktoś, kto mówi po polsku.

### Français (French 11)

Je travaille pour le Bureau de recensement des États-Unis. Y a-t-il quelqu'un ici qui parle anglais et qui pourrait nous aider? Sinon, quelqu'un qui parle français pourrait vous contacter.

### Kreyòl Ayisyen (Haitian Creole 12)

Mwen travay pou Biwo Resansman Etazini. Èske gen yon moun la ki pale anglè ki ka ede nou? Si pa genyen, yon moun isit la ki pale kreyòl ka rele ou.

### Português (Portuguese 13)

Trabalho para a Agência do Censo dos EUA. Há alguém aqui, agora, que fale inglês e que possa nos ajudar? Caso não haja, uma pessoa que fala português poderá entrar em contato com você.

### 日本語 (Japanese 14)

私はアメリカ合衆国国勢調査局の係員です。こちらには英語を理解できこの調査にご協力いただける方がいらっしゃいますか?もしない場合は、日本語を話す係員があなたに連絡をすることがあります。

## **Monitoring, Evaluating, and Updating the LEP Plan**

Columbus Area Transit will update the current Language Assistance Plan as required. At minimum, the plan will be reviewed and updated every three years. Updates may include the following:

- The number of documented LEP person contacts encountered since the last update. Description of how the needs of LEP persons have been addressed.
- Determination of the current LEP population within the agency service area.
- Determination of whether the need for language assistance has changed.
- Determination of whether local language assistance has been effective and sufficient at meeting needs.
- Determination of whether the agency's available outreach resources are sufficient to supply necessary language assistance.
- Determination of whether complaints have been received concerning the agency's failure to meet the needs of LEP persons.

## **Employee Training**

CAT's transit personnel are required to review the current Title VI Program document and sign a written statement declaring their understanding of their obligation to provide service regardless to race, color, or national origin.

Necessary personnel will be familiar with the agency's procedures for handling a potential Title VI complaint.

CAT's Transit Manager has taken part in Title VI planning and training sessions through the Nebraska Department of Transportation and University of Nebraska.

Additional resources for employee training include a Title VI training hosted by the Nebraska Department of Transportation and the University of Nebraska, and ongoing Title VI assistance and oversight provided by the Nebraska Department of Transportation and University of Nebraska at Omaha.

## **9. Minority Representation on Planning and Advisory Bodies**

*Title 49 CFR Section 21.5(b)(1)(vii) states that a recipient may not, on the grounds of race, color, or national origin, "deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program." Recipients that have transit-related, nonelected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.*

CAT currently does not have a transit-related, non-elected planning board or committee. In the event such a committee were established prior to the agency's next Title VI program submission, the following table (pictured below) would be used to depict minority representation on said committee.

### ***Sample Minority Representation Table***

## Minority Representation Table

# of non-elected members	% Caucasian	% African American	% Latino	% Asian American	% Native American	% Other Ethnicity	Notes

### **10. Requirement to Provide Assistance to Subrecipients: N/A**

CAT is not a primary recipient and is therefore exempt from this requirement.

### **11. Monitoring of Subrecipients: N/A**

CAT is not a primary recipient and is therefore exempt from this requirement.

### **12. Equity Analysis to Determine Site or Location of Facilities**

*Title 49 CFR Section 21. 9(b)(3) states, "In determining the site or location of facilities, a recipient or applicant may not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies, on the grounds of race, color, or national origin; or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act or this part."*

*Title 49 CFR part 21, Appendix C, Section (3)(iv) provides, "The location of projects requiring land acquisition and the displacement of persons from their residences and businesses may not be determined on the basis of race, color, or national origin." For the purposes of this requirement, "facilities" does not include bus shelters, as these are transit amenities and are covered in Chapter IV, nor does it include transit stations, power substations, etc., as those are evaluated during project development and the NEPA process. Facilities included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc.*

In the last seven years, CAT has not acquired land to build a new facility including storage, maintenance, and operations.

In possible future circumstances, CAT will ensure that both environmental analysis and Title VI environmental justice requirements are incorporated into the scope of work for all facilities projects. The agency will complete a Title VI equity analysis during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. The agency will engage in outreach to persons potentially impacted by the siting of facilities. The Title VI equity analysis will compare the equity impacts of various siting alternatives, and the analysis will occur prior to the selection of the preferred site.

When evaluating the locations of facilities, CAT will give attention to other facilities with similar impacts in the area to determine whether any cumulative adverse impacts might result. Analysis will be conducted at the Census tract or block group, where appropriate, to ensure that proper perspective is given to localized impacts.

If the agency determines that the location of a project will result in a disparate impact on the basis of race, color, or national origin, the agency will only locate the project in that location if there is a substantial legitimate justification for locating the project there, and when there are no alternative locations that would have a less disparate impact on the basis of race, color, or nation origin. The agency will show how both tests are met and will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin; the agency will then implement the least discriminatory alternative.

### **13. Requirement to Provide Additional Information upon Request**

*FTA may request, at its discretion, information other than that required by FTA Circular 4702.1B from a recipient in order for FTA to investigate complaints of discrimination or to resolve concerns about possible noncompliance with DOT's Title VI regulation.*

CAT will fully cooperate with any FTA investigation of discrimination complaints to the extent required by Title VI regulations.

### **III. Requirements and Guidelines for Fixed-Route Transit Providers: N/A**

CAT is not a provider of fixed route transportation and is therefore exempt from this requirement.

### **IV. Requirements for States: N/A**

### **V. Requirements for Metropolitan Planning Organizations: N/A**

### **VI. FTA Compliance Reviews: N/A**

14.B. Resolution No. R23-33 approving grant agreement with Neighborworks Northeast Nebraska in an amount not to exceed \$390,000 for low to moderate housing in Quail Meadows Subdivision using economic development funds as recommended by the Citizens Advisory Review Committee.

# Draft

## RESOLUTION NO. R23-33

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A GRANT AGREEMENT WITH NEIGHBORWORKS NORTHEAST NEBRASKA IN AN AMOUNT NOT TO EXCEED \$390,000 TO BE USED AS LOCAL MATCHING FUNDS FOR A STATE GRANT IN RELATION TO DEVELOPMENT OF LOW TO MODERATE INCOME HOUSING IN QUAIL MEADOWS SUBDIVISION USING THE CITY'S LOCAL "840" ECONOMIC DEVELOPMENT FUND, AS RECOMMENDED BY THE CITIZENS ADVISORY REVIEW COMMITTEE, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Neighborworks intends to develop approximately seventy (70) housing units (51 single-family, 20 townhome, and 9 triplex) in Quail Meadows Subdivision located in the City of Columbus, and approximately fifteen (15) of said housing units will be sold to families whose household income is at or below 120 percent of the Area Median Income limits established by HUD (Housing and Urban Development); and

WHEREAS, Neighborworks has been approved for a grant from the Nebraska Affordable Housing Trust Fund (2022 NAHTF NeighborWorks Northeast Nebraska Homebuyer Assistance and Acquisition, Award Number 22TFHP17008) in the amount of \$500,000, and part of said grant approval requires matching local funds; and

WHEREAS, Neighborworks desires to use the City's Local "840" Economic Development Fund as the source of local matching funds for the aforementioned state grant and has submitted an application for financial assistance from the City's Local "840" Economic Development Fund; and

WHEREAS, the application has been reviewed by the Citizens Advisory Review Committee (CARC); and

WHEREAS, the CARC has recommended approval of a grant to Neighborworks for the aforementioned purposes in an amount not to exceed \$390,000, with such grant funds to be paid from the City's Local "840" Economic Development Fund, and with such grant funds to be distributed at the same time as when the state distributes its' aforementioned grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the grant agreement with NeighborWorks Northeast Nebraska in an amount not to exceed \$390,000 is hereby approved, with grant funds to be taken from the City's Local "840" Local Economic Development Fund, a copy

of which is attached hereto and incorporated herein by this reference and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

# GRANT AGREEMENT

This Agreement is made and entered into as of the dates indicated below (hereinafter referred to as the “Agreement”) by and between the NeighborWorks Northeast Nebraska, a not-for profit corporation of the State of Nebraska (hereinafter referred to as “NEIGHBORWORKS”), and the City of Columbus, a municipal corporation of the State of Nebraska (hereinafter referred to as “CITY”).

WHEREAS, NEIGHBORWORKS is not-for profit corporation whose mission is to develop housing opportunities, empower individuals and families, and revitalized and strengthen communities; and

WHEREAS, NEIGHBORWORKS was created to provide affordable housing opportunities to low-to-moderate income families and individuals; and

WHEREAS, part of the area that NEIGHBORWORKS services includes Platte County and the City of Columbus; and

WHEREAS, NEIGHBORWORKS intends to develop approximately seventy (70) housing units (51 Single Family, 20 townhome, and 9 triplex) in its Quail Meadows Subdivision located in the City of Columbus, and about fifteen (15) of said housing units will be sold to families whose household income is at or below 120% of the Area Median Income limits established by HUD; and

WHEREAS, NEIGHBORWORKS has been approved for a grant from the Nebraska Affordable Housing Trust Fund (2022 NAHTF NeighborWorks Northeast Nebraska Homebuyer Assistance and Acquisition, Award Number 22TFHP17008) in the amount of \$500,000, and part of said grant approval requires matching local funds; and

WHEREAS, NEIGHBORWORKS desires to use the CITY’s “840” Local Economic Development Fund as the source of the local matching funds for it’s State grant and has submitted an application for financial assistance from the CITY “840” Local Economic Development Fund for grant funds to be used as such; and

WHEREAS, that application has been reviewed by the Citizens Advisory Review Committee (CARC); and

WHEREAS, the CARC has recommended the approval of a grant for the aforementioned purposes in the amount of \$390,000 to NEIGHBORWORKS, with such grant funds to be paid from the CITY’s local “840” economic development plan, and with such grant funds to be distributed at the same time when the State distributes its’ aforementioned grant funds; and

WHEREAS, CITY and NEIGHBORWORKS are desirous to proceed with such a grant under the terms and conditions contained in this Grant Agreement.

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

## Section 1, CITY Responsibilities:

- A. CITY agrees that this project is eligible for assistance in accordance with the CITY’s “LB 840” economic development plan.

- B. CITY will provide funding in the form of a grant in the total amount not to exceed \$390,000 to NEIGHBORWORKS. In no instance shall the CITY be required to fund or reimburse over this total amount. Said grant funds shall be distributed as follows:
  - a. Funds up to the total amount of \$390,000 will be distributed by the CITY at the same time and same frequency as when the State of Nebraska releases its grant funds from the Nebraska Affordable Housing Trust Fund (2022 NAHTF NeighborWorks Northeast Nebraska Homebuyer Assistance and Acquisition, Award Number 22TFHP17008).
- C. At any time should NEIGHBORWORKS losing its grant and funding from the State of Nebraska, then CITY shall be under no further obligation to issue any remaining or additional grant funds under this Agreement.

Section 2, NEIGHBORWORKS Responsibilities:

- A. NEIGHBORWORKS agrees that these funds shall only be used in relation to the aforementioned development at its Quail Meadows Subdivision in Columbus Nebraska.
- B. NEIGHBORWORKS agrees to complete all necessary documentation necessary relating to the aforementioned 2022 NAHTF NeighborWorks Northeast Nebraska Homebuyer Assistance and Acquisition, Award Number 22TFHP17008.
- C. NEIGHBORWORKS agrees to provide CITY with copies of all contracts and agreements that it enters into regarding the aforementioned 2022 NAHTF NeighborWorks Northeast Nebraska Homebuyer Assistance and Acquisition, Award Number 22TFHP17008.
- D. NEIGHBORWORKS will provide quarterly written updates (or as frequently as may otherwise be requested by CITY Administration) to CITY concerning this project and its use of CITY grant funds.
- E. At any time should NEIGHBORWORKS lose its grant and funding from the State of Nebraska, then NEIGHBORWORKS shall immediately inform the CITY of such and return any unused grant funds to CITY and the CITY shall not be obligated to disburse any remaining grant funds.

Section 3, Term of Agreement and Termination: This Agreement shall commence upon the date of its execution as indicated below and shall remain in effect until the entire \$390,000 has been distributed or the project is completed or terminated. If for any reason, the Parties desire to terminate this Agreement, notice of such intent shall be delivered in writing not less than 30 days prior to the intended date of termination.

Section 4, Authorized Representatives: In further consideration of the covenants herein contained, the Parties expressly agree for the purposes of notice, demands or other communications, including legal service of process, that the following named respective titles shall be authorized representatives of the Parties.

NeighborWorks Northeast Nebraska  
Attention: CEO  
213 South 1<sup>st</sup> Street  
Norfolk, Nebraska, 68701

City of Columbus, Nebraska

Attention: City Administrator  
2424 14th Street  
Columbus, Nebraska 68601

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

Section 5, Indemnification: NEIGHBORWORKS shall indemnify and hold harmless CITY from all demands, claims, causes of action or judgements, and from all expenses that may be incurred in investigating or resisting the same, arising from or growing out of, any act or neglect of NEIGHBORWORKS, its contractors, agents, employees or volunteers in connection with this Agreement.

Section 6, Strict Compliance: All provisions of this Agreement and each and every document that shall become attached hereto shall be strictly complied with as written and no substitutions or changes made except in writing upon prior written mutual consent of the Parties. No waiver of any breach or any provision of this Agreement shall be deemed a waiver or any preceding or subsequent breach.

Section 7, Applicable Law: NEIGHBORWORKS shall comply with all existing and applicable CITY ordinances, resolutions, state statutes, federal laws and all existing and applicable rules and regulations. Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties.

Section 8, Captions and Section Headings Captions and section headings used in this Agreement are for convenience only and are not intended to be used in the construction or interpretation of this Agreement.

Section 9, Recitals: The recitals at the beginning of this Agreement are incorporated into the body of the Agreement by this reference as if such recitals were set forth fully herein.

Section 10, Assignment: Neither CITY nor NEIGHBORWORKS shall assign their respective rights under this Agreement without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 11, Equal employment and nondiscrimination: NEIGHBORWORKS agrees to provide equal employment opportunities in its respective employment practices for all persons involved in the Agreement and shall not discriminate or permit discrimination against any such persons on the basis of race, color, religion, sexual orientation, age, national origin or disability.

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

Section 13, Modification of Agreement: This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

Section 14, Severability: Invalidation of any one or more of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provisions of the Agreement which other provisions shall remain in full force and effect.

Section 15, Authorization: NEIGHBORWORKS's execution, delivery, and performance of this Agreement has been duly authorized by all necessary actions by the NEIGHBORWORKS and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the NEIGHBORWORKS, or with any law, regulation, or court order that is applicable to the NEIGHBORWORKS in any way.

Section 16, Entire Agreement: This Agreement and any documents that may become attached or ancillary hereto, constitute the entire Agreement between CITY and NEIGHBORWORKS with respect to the subject matter hereof and thereof, and shall supersede all prior Agreements or understandings concerning such subject matter. This Agreement may be amended only in writing and approved by the Parties and executed as required by law.

EXECUTED BY NEIGHBORWORKS NORTHEAST NEBRASKA this 6<sup>th</sup> day of February, 2023.

NeighborWorks Northeast Nebraska:

Witness:

By: Roger D. Nadrchal  
Roger D. Nadrchal, CEO

By: ROGER D. NADRCHAL  
Printed Name:

EXECUTED BY THE CITY OF COLUMBUS, NEBRASKA this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

City of Columbus:

By: \_\_\_\_\_  
James Bulkley, Mayor  
City of Columbus

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk, City of Columbus

\_\_\_\_\_  
City Attorney, City of Columbus

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14.C.Resolution No. R23-34 authorizing application and administration of Fiscal Year 2023  
Rural Business Development Grant.

Draft

RESOLUTION NO. R23-34

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE CITY TO APPLY FOR AND ADMINISTER A RURAL BUSINESS DEVELOPMENT GRANT FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City is eligible to apply for and administer a grant, referred to as FY23 RDBG (Rural Development Business Grant), from the United States Department of Agriculture; and

WHEREAS, should said grant funds be received, the City intends to use them to help construct a public parking lot on the Columbus Mission property site which the City has recently purchased; and

WHEREAS, city staff is authorized to proceed with the application process; and

WHEREAS, the mayor is authorized to sign the grant application and other related documents on behalf of the City of Columbus.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the city is authorized to apply for and administer a rural business development grant from the United States Department of Agriculture and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



# The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

DATE: February 9, 2023  
 TO: Tara Vasicek, City Administrator  
 FROM: Jean Van Iperen, Planning & Economic Development Coordinator  
 RE: USDA FY23 RBDG application

### RECOMMENDATION:

Approval of the resolution authorizing the City to apply for the FY23 USDA Rural Business Development Grant (RBDG) and authorizing the Mayor to sign the necessary grant paperwork

### DISCUSSION:

In December 2022, the Council approved the purchase of the Columbus Mission property for the purpose of turning it into a public parking lot to accommodate the increase in traffic that is expected from the opening of the new Community Building which will house the Columbus Library, Columbus Children’s Museum, the downtown location of the Broken Mug, the Columbus Arts Council office and gallery and City Hall. The parking lot will also accommodate the future traffic from the redevelopment of the old Police Station (current temporary library building) as well as support other area businesses as well as Frankfort Square.

USDA has a Rural Business Development Grant Program that will fund projects to benefit small and emerging businesses in rural areas and can be used for the acquisition or development of land, easements, or rights of way; construction, conversion, renovation, of buildings, plants, machinery, equipment, access streets and roads, parking areas and utilities. With that in mind the City submitted a grant proposal and underwent an interview process and were invited to submit a full grant application for consideration. The City is asking applying for a \$99,999 grant to help with the cost of demolition, hazard material mitigation, site prep, paving, lighting and landscaping.

Generally, USDA grant awards range from \$10,000 up to \$500,000. There is no maximum amount for this type of grant, however smaller requests are given higher priority that is why the application is being made for under \$100,000.

### FISCAL IMPACT:

Total cost of project -- \$ 375,000 (\$99,999 being requested from RBDG funds with city match at \$275,001)

### ALTERNATIVE:

Do not approve.

Signature:

By:

Approved by:



14.D.Resolution No. R23-35 approving agency agreement with Nebraska Department of Transportation, Aeronautics Division, for Grant No. 3-31-0019-017-2023 to obtain federal assistance for construction of an 8-place T-hangar.

# Draft

## RESOLUTION NO. R23-35

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION FOR GRANT NO. 3-31-0019-017-2023 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, that:

1. The City of Columbus shall enter into an Agency Agreement with the Department of Transportation, Aeronautics Division for Grant No. 3-31-0019-017-2023 for the purpose of obtaining federal assistance for the Columbus Municipal Airport and that such agreement shall be set forth herein below.
2. The mayor of the City of Columbus is hereby authorized and directed to execute said Agency Agreement on behalf of the City of Columbus, and the city clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

The City of **Columbus**

**MEMORANDUM**

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**DATE:** 2-15-2023  
**FROM:** Ross Niedbalski, Airport Manager  
**TO:** Tara Vasicek, City Administrator  
**RE:** 8 Place T Hanger Project

**RECOMMENDATION:**  
Recommend approval of the Agency Agreement, Sponsor Certifications, and Grant Applications for the 8 Place T Hanger Project.

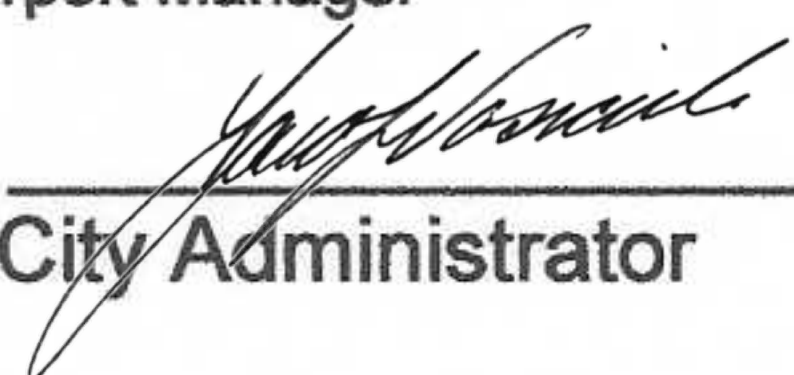
**DISCUSSION:**  
This needs to be done to continue the process for the grant portion of the 8 Place T Hanger Project.

**FISCAL IMPACT:**  
This is a budgeted item under 8 Place T Hanger Project.

**ALTERNATIVE:**  
The project will not be completed without the grant.

**SIGNATURE:**

By:   
\_\_\_\_\_  
Ross Niedbalski, Airport Manager

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

## AGENCY AGREEMENT

### Project No. 3-31-0019-017-2023 (B01)

This is an agreement between the City Council of Columbus, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation- Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the Columbus Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

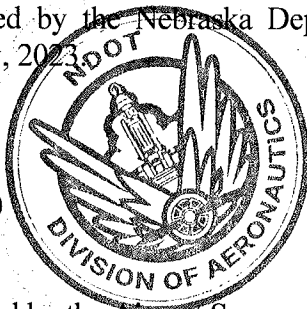
"Develop" means to plan, construct or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 9<sup>th</sup> day of January, 2023

(SEAL)



Andu B. Aman  
Deputy Director

Executed by the Airport Sponsor this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

**EXHIBIT A**  
**AGENCY AGREEMENT**  
**ADMINISTRATIVE SERVICES**

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents. Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents. Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

**EXHIBIT B**  
**AGENCY AGREEMENT**  
**SCHEDULE OF FEES AND CHARGES**

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

“The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals (formerly found in OMB A-87)”.

\* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

Resolution No. \_\_\_\_\_

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF COLUMBUS, NEBRASKA, SPONSOR OF COLUMBUS MUNICIPAL AIRPORT, HELD ON \_\_\_\_\_, 2023.

The following resolution was introduced by \_\_\_\_\_, read in full, seconded by \_\_\_\_\_ and considered:

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION FOR GRANT NO. 3-31-0019-017-2023 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Mayor and members of the City Council of Columbus, Nebraska, that:

1. The City of Columbus shall enter into an Agency Agreement with the Department of Transportation, Aeronautics Division for Grant No. 3-31-0019-017-2023 for the purpose of obtaining Federal assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of the City of Columbus is hereby authorized and directed to execute said Agency Agreement on behalf of the City of Columbus, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, \_\_\_\_ voted yea, and \_\_\_\_ voted nay, and the resolution therefore was declared passed and approved on \_\_\_\_\_, 20\_\_.

ATTEST: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

EXHIBIT "0"

## AGENCY AGREEMENT

### Project No. 3-31-0019-017-2023 (B01)

This is an agreement between the City Council of Columbus, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation- Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the Columbus Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

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SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

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"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 9<sup>th</sup> day of January, 2023.

(SEAL)

\_\_\_\_\_  
Deputy Director

**RESOLUTION  
DO NOT SIGN**

Executed by the Airport Sponsor this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Clerk

**RESOLUTION  
DO NOT SIGN**

\_\_\_\_\_  
Mayor

**RESOLUTION  
DO NOT SIGN**

**EXHIBIT A**  
**AGENCY AGREEMENT**  
**ADMINISTRATIVE SERVICES**

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7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
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Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <div style="margin-left: 20px;">                     The project is included in an <i>approved</i> PFC application.                      If included in an approved PFC application,                      does the application <i>only</i> address AIP matching share?      Yes      No                 </div> The project is included in another Federal Assistance program. Its CFDA number is below.	Yes	No	N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <div style="margin-left: 20px;">                     De Minimis rate of 10% as permitted by 2 CFR § 200.414.                       Negotiated Rate equal to                      % as approved by    (the Cognizant Agency)                      on    (Date) (2 CFR part 200, appendix VII).                 </div> <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	Yes	No	N/A

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>
1. Assistance Listing Number:
2. Functional or Other Breakout:

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
<b>Cost Classification</b>	<b>Latest Approved Amount (Use only for revisions)</b>	<b>Adjustment + or (-) Amount (Use only for revisions)</b>	<b>Total Amount Required</b>
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number)

**Application for Federal Assistance SF-424**

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
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* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text" value="3-31-0019-017-2023 (B01)"/>
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5a. Federal Entity Identifier: <input type="text" value="3-31-0019-017-2023"/>	5b. Federal Award Identifier: <input type="text" value="3-31-0019-017-2023"/>
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**State Use Only:**

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text" value="3-31-0019-017-2023 (B01)"/>
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**8. APPLICANT INFORMATION:**

* a. Legal Name: <input type="text" value="City of Columbus"/>
--

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="47-6006144"/>	* c. Organizational DUNS: <input type="text" value="0502731920000"/>
--	---

**d. Address:**

* Street1: <input type="text" value="P.O. Box 1677"/>
Street2: <input type="text"/>
* City: <input type="text" value="Columbus"/>
County/Parish: <input type="text"/>
* State: <input type="text" value="NE: Nebraska"/>
Province: <input type="text"/>
* Country: <input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code: <input type="text" value="68602-1677"/>

**e. Organizational Unit:**

Department Name: <input type="text" value="City of Columbus"/>	Division Name: <input type="text"/>
---	--

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Suman"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Pusparajah"/>	
Suffix: <input type="text"/>	

Title:

Organizational Affiliation:

* Telephone Number: <input type="text" value="402-471-2371"/>	Fax Number: <input type="text"/>
---	----------------------------------

\* Email:

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program (AIP)

**\* 12. Funding Opportunity Number:**

N/A

\* Title:

N/A

**13. Competition Identification Number:**

N/A

Title:

N/A

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Construct 8-Place T-Hangar

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="1,521,000.00"/>
* b. Applicant	<input type="text" value="169,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,690,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: City of Columbus

Airport: Columbus Municipal Airport

Project Number: 3-31-0019-017-2023

Description of Work: Construct 8-place T-hangar

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
 Yes    No    N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes    No    N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
 Yes    No    N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).  
 Yes  No  N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).  
 Yes  No  N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes  No  N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).  
 Yes  No  N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes  No  N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes  No  N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).  
 Yes  No  N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes  No  N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 .

Name of Sponsor: City of Columbus

Name of Sponsor's Authorized Official: Janelle Kline

Title of Sponsor's Authorized Official: City Clerk

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: City of Columbus

Airport: Columbus Municipal Airport

Project Number: 3-31-0019-017-2023

Description of Work: Construct 8-place T-hangar

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes  No  N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes  No  N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes  No  N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Columbus Municipal Airport  
Address: 1308 Bill Babka Dr, Columbus NE 68602-1677

**Location 2 (if applicable)**

Name of Location:  
Address:

**Location 3 (if applicable)**

Name of Location:  
Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of                                    , 2023            .

Name of Sponsor: City of Columbus

Name of Sponsor's Authorized Official: Janelle Kline

Title of Sponsor's Authorized Official: City Clerk

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

---

Sponsor: City of Columbus

Airport: Columbus Municipal Airport

Project Number: 3-31-0019-017-2023

Description of Work: Construct 8-place T-hangar

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes  No  N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes  No  N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes  No  N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes  No  N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes  No  N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- Yes  No  N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes  No  N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes  No  N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes  No  N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes  No  N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes  No  N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes  No  N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            , 2023    .

Name of Sponsor: City of Columbus

Name of Sponsor's Authorized Official: Janelle Kline

Title of Sponsor's Authorized Official: City Clerk

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Columbus

Airport: Columbus Municipal Airport

Project Number: 3-31-0019-017-2023

Description of Work: Construct 8-place T-hangar

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes    No    N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
- Yes  No  N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- Yes  No  N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes  No  N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of                            , 2023 .

Name of Sponsor: City of Columbus

Name of Sponsor's Authorized Official: Janelle Kline

Title of Sponsor's Authorized Official: City Clerk

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



---

## Selection of Consultants

### Airport Improvement Program Sponsor Certification

---

Sponsor: City of Columbus

Airport: Columbus Municipal Airport

Project Number: 3-31-0019-017-2023

Description of Work: Construct 8-place T-hangar

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes  No  N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes  No  N/A





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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: City of Columbus

Airport: Columbus Municipal Airport

Project Number: 3-31-0019-017-2023

Description of Work: Construct 8-place T-hangar

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes  No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this          day of                                  , 2023          .

Name of Sponsor: City of Columbus

Name of Sponsor's Authorized Official: Janelle Kline

Title of Sponsor's Authorized Official: City Clerk

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

14.E. Resolution No. R23-36 approving agreement with Sand Creek Construction Company in the amount of \$45,000 for design phase services for Gerrard Park Tennis and Pickleball Courts using the design-build policy.

Draft

RESOLUTION NO. R23-36

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE DESIGN BUILD AGREEMENT WITH SAND CREEK CONSTRUCTION IN THE AMOUNT OF \$45,000 FOR DESIGN PHASE SERVICES FOR GERRARD PARK TENNIS AND PICKLEBALL COURTS; A COPY OF SAID AGREEMENT IS ATTACHED HERETO; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Resolution No. R22-126 approved the use of the design-build delivery system for the Gerrard Park Tennis and Pickleball Courts; and

WHEREAS, Sand Creek Construction Company was selected to provide design services and construction of the Gerrard Park Tennis and Pickleball Courts in accordance with the city design build policy; and

WHEREAS, the guaranteed maximum price, substantial completion date, and final completion date will be provided in a future amendment.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that a design-build agreement with Sand Creek Construction in the amount of \$45,000 for design phase services for Gerrard Park Tennis and Pickleball Courts, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and ratified and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

The City of **Columbus**

**MEMORANDUM**

**DATE:** February 15, 2023  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Gerrard Park Tennis and Pickleball Courts  
Agreement between Owner and Design-Builder

**RECOMMENDATION:**

I recommend approval of the Resolution and Agreement between Owner and Design-Builder with Sand Creek Construction Company for design phase services of the above-referenced project.

**DISCUSSION:**

The Agreement is for design phase services to begin discussions, field work, and preliminary and final design services. Services include preparing plans for renovations of the courts in the current location, post tension concrete surface; tennis, pickleball and basketball court layouts; lighting; fencing; and site work.

The project is the design-build delivery method and the cost of this agreement will be included in a future guaranteed maximum price.

**FISCAL IMPACT:**

Lump sum \$45,000 which is Part of 2022-2023 budget CIP 23-013 in the amount of \$1,000,000.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Douglas A Moore

**SIGNATURE:**

By: Richard J. Bogus

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

**AGREEMENT  
BETWEEN OWNER AND DESIGN-BUILDER  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between City of Columbus (“Owner”), and Sand Creek Construction Company (“Design-Builder”).

**PROJECT INFORMATION**

Project: Columbus NE, Gerrard Park Tennis and Pickleball Court Renovations

Design-Build Contract: Columbus NE, Gerrard Park Tennis and Pickleball Court Renovations, Project No. 222043 (“Contract”)

Engineer: Design-Builder has retained JEO Consulting Group, Inc. (“Engineer”) for the performance of professional engineering services under this Contract.

Authorized Representatives: Owner and Design-Builder each hereby designates a specific individual authorized to act as representative with respect to the performance of responsibilities under this Contract. Such an individual shall have authority to transmit instructions, receive formal notices, receive information, and render decisions relative to this Contract on behalf of the respective party that the individual represents.

1. Owner’s Authorized Representative: Rick Bogus, 2424 14<sup>th</sup> Street, PO Box 1677, Columbus, NE 68602-1677, [rick.bogus@columbusne.us](mailto:rick.bogus@columbusne.us) 402-562-4235
2. Design-Builder’s Authorized Representative: Troy Johnston, 1937 Chestnut Street, Wahoo, NE 68066 [tjohnston@sandcreekcc.com](mailto:tjohnston@sandcreekcc.com) 402-443-8008

Owner and Design-Builder further agree as follows:

**ARTICLE 1 – THE WORK**

1.01 *General Description of Work*

- A. Design-Builder shall complete all Work as specified or indicated in the Contract. The Work is generally described as the design and construction of the following: Tennis and Pickleball Courts at Gerrard Park; design and construction.

**ARTICLE 2 – CONTRACT TIMES**

2.01 *Time of the Essence*

- A. All time limits for Design-Builder’s attainment of Milestones, if any, Substantial Completion, and completion and readiness for final payment, as stated in the Contract, are of the essence of the Contract.

2.02 *Contract Times: Dates*

- A. Design-Builder will substantially complete the Work on or before December 1, 2023.
- B. Design-Builder will have the Work completed and ready for final payment, in accordance with Paragraph 14.06 of the General Conditions, on or before December 20, 2023.

2.03 *Liquidated Damages; Early Completion Bonus*

- A. Design-Builder and Owner recognize that time is of the essence as stated in Paragraph 2.01 above, and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 2.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a lawsuit or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Design-Builder agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Design-Builder shall pay Owner \$100.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 2.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Design-Builder shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Design-Builder shall pay Owner \$100.00 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion, final completion, and Milestones (if applicable) are not additive, and will not be imposed concurrently. Liquidated damages for failing to attain Substantial Completion shall take precedence.

**ARTICLE 3 – CONTRACT PRICE**

3.01 *Stipulated Sums*

- A. Owner shall pay Design-Builder for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
1. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Tennis and Pickleball Courts Design and Preconstruction Services	LUMP SUM	1	\$ 45,000	\$ 45,000
Total					\$ 45,000

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 12.02 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner.

2. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)  
\$ 45,000

### 3.02 *Changes in Contract Price Based on Cost of the Work*

- A. If the price of Design Professional Services covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, then for such Design Professional Services (exclusive of reimbursable expenses, if any) the Engineer, Project Design Professional, or other design entity performing the Design Professional Services (regardless of tier) may invoice no more than the direct labor cost of each employee providing services multiplied by a factor of 3.5 which covers labor costs, overhead, and profit.
- B. If the value of Work covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, and involves Work performed under Construction Subcontracts or Design Agreements, the allowable mark-ups on lower tier invoices shall be limited as stated in Paragraph 11.05.D.2.c and d of the General Conditions.

## **ARTICLE 4 – PAYMENT PROCEDURES**

### 4.01 *Submittal and Processing of Payments*

- A. Design-Builder shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Owner will process Applications for Payment as provided in the General Conditions.

### 4.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Design-Builder's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 4.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 100 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and
    - b. 100 percent of cost of materials and equipment not incorporated in the Work.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design-Builder to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 14.01.G of the General Conditions, and less 200 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

- C. Notwithstanding the provisions above, no retainage shall be withheld with respect to the portion of a payment application pertaining to engineering, design, and other professional services.

4.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.06 of the General Conditions, Owner shall pay the remainder of the Contract Price.

**ARTICLE 5 – INTEREST**

5.01 *Interest Rate*

- A. All amounts not paid when due shall bear interest at the rate of 18 percent per annum, or if applicable at the rate stated in a governing prompt payment statute.

**ARTICLE 6 – DESIGN-BUILDER’S REPRESENTATIONS**

6.01 *Representations*

- A. Design-Builder makes the following representations for Owner’s reliance:
  1. Design-Builder has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  2. Design-Builder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Design-Builder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Design-Builder has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings, and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings.
  5. Design-Builder has considered the information known to Design-Builder itself, and to Construction Subcontractors and Project Design Professionals that Design-Builder has selected as of the Effective Date; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings (if any) identified in the Contract Documents or otherwise made available to Design-Builder, with respect to the effect of such information, observations, and documents on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Design-Builder; and (c) Design-Builder’s safety precautions and programs.
  6. Based on the information and observations referred to in the preceding paragraph, Design-Builder agrees that no further examinations, investigations, explorations, tests,

studies, or data are necessary prior to entry into the Contract at the Contract Price, subject to the Contract Times.

7. Design-Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Design-Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Contract Documents, and the written response from Owner is acceptable to Design-Builder.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Design-Builder's entry into this Contract constitutes an incontrovertible representation by Design-Builder that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 7 – CONTRACT DOCUMENTS**

### **7.01 *Contents***

- A. The Contract Documents consist of the following:
  1. This Agreement (pages 1 to 8, inclusive).
  2. General Conditions (pages 1 to 70, inclusive).
  3. Supplementary Conditions (pages 1 to 2, inclusive).
  4. Special Provisions, as provided by City of Columbus - Attachment 1
  5. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Work Change Directives.
    - b. Change Orders.
    - c. Record Drawings and Record Specifications
  6. Other Exhibits to this Agreement
    - a. Design Scope of Services (Exhibit "A")
- B. There are no Contract Documents other than those listed above in this Article 7.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 8 – MISCELLANEOUS**

### **8.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and Supplementary Conditions.

### **8.02 *Assignment of Contract***

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on the other party hereto without the written consent of the party sought to be bound; and, specifically but without limitation,

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EJCDC® D-520, Agreement Between Owner and Design-Builder on the Basis of a Stipulated Price.

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money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

8.03 *Successors and Assigns*

- A. Owner and Design-Builder each binds itself, its successors, assigns, and legal representatives to the other party hereto, and its successors, assigns, and legal representatives, in respect to all covenants, agreements, and obligations contained in the Contract.

8.04 *Severability*

- A. Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design-Builder, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 *Design-Builder's Certifications*

- A. Design-Builder certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Design-Builder have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

\_\_\_\_\_

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

Title: \_\_\_\_\_

DESIGN-BUILDER:



\_\_\_\_\_

By: Troy M Johnston

Title: Construction Manager

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: Evelyn Jensen

Title: Admin Asst.

Address for giving notices:

2424 14<sup>th</sup> Street

PO Box 1677

Columbus, NE 68602

Address for giving notices:

1937 Chestnut Street

Wahoo, NE 68066

License No.: \_\_\_\_\_

(where applicable)

14.F. Resolution No. R23-37 approving agreement with The Schemmer Associates, Inc. in the amount of \$345,560.33 for city's portion of construction engineering and inspection services of betterment work for 23 Street Reconstruction project.

# Draft

## RESOLUTION NO. R23-37

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT BETWEEN OWNER AND ENGINEER FOR CONSTRUCTION ENGINEERING, MANAGEMENT, AND INSPECTION SERVICES OF BETTERMENT WORK WITH THE SCHEMMER ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$345,560.33 FOR 23 STREET RECONSTRUCTION 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.

WHEREAS, the City used the Nebraska Department of Transportation Construction Engineering On-Call list for letters of interest and selection; and

WHEREAS, the City is required to provide construction engineering, management, and inspection services of betterment work consisting of the water and sanitary sewer for the 23 Street Reconstruction project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that an Agreement Between Owner and Engineer for Professional Services with The Schemmer Associates, Inc. in an amount not to exceed \$345,560.33 for construction engineering, management, and inspection of betterment work for 23 Street Reconstruction 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**MEMORANDUM**

**DATE:** February 15, 2023  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** 23<sup>rd</sup> Street Reconstruction Construction Engineering, Management and Inspection of Betterment Work - Agreement between Owner and Engineer for Professional Services with The Schemmer Associates, Inc.

**RECOMMENDATION:**

I recommend approval of the Agreement between Owner and Engineer for Professional services with The Schemmer Associates, Inc. for 23<sup>rd</sup> Street Reconstruction construction engineering, management and inspection services of betterment work. The City used the Nebraska Department Transportation Construction Engineering On-Call List for the letter of interest notifications and selection.

**DISCUSSION:**

The Nebraska Department of Transportation will provide construction engineering and inspection on the non-betterment work on the project. However, the City is required to provide construction engineering and inspection on the betterment work which is the water and sanitary sewer work on the project.

The agreement is for all three construction years and these service times are broken down as follows:

- 2023 Phase 1: April 3 through May 5 (25 weekday work days)  
Phase 2: August 7 through September 8 (25 weekday work days)
- 2024 Phase 3: March 20 through May 7 (35 weekday work days)  
Phase 4: July 26 through September 19 (40 weekday work days)
- 2025 Phase 5: March 17 through April 18 (25 weekday work days)  
Phase 6: June 30 through August 8 (30 weekday work days)

**FISCAL IMPACT:**

Hourly not to exceed amount of \$345,560.33. An estimated \$96,000 will be for this current budget year and is part of 2022-2023 budget CIPs 20-007 21-097, 21-095, and 20-071 in the combined amount of \$5,025,091. The 2023-2024 and 2024-2025 fiscal years will have budget CIPs to cover those years agreement expenses.

**ALTERNATIVE:**

Do not approve

**SIGNATURE:**

By: Richard J. Bogus

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

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [ ] (“Effective Date”) between  
[ City of Columbus ] (“Owner”) and  
[ The Schemmer Associates Inc. ] (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
[ 23<sup>rd</sup> Street Water and Sanitary Sewer Improvements, East 11<sup>th</sup> Avenue to 31<sup>st</sup> Avenue ] (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: [ Construction Management and Inspection ]

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 Commencement**

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### **3.02 Time for Completion**

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01 Invoices**

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### **4.02 Payments**

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## **ARTICLE 5 – OPINIONS OF COST**

### **5.01 *Opinions of Probable Construction Cost***

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### **5.02 *Designing to Construction Cost Limit***

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

### **5.03 *Opinions of Total Project Costs***

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

## 6.06 *Suspension and Termination*

### A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

### B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
  1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

***[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]***

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of ~~five~~three years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
  6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
  8. *City* – City of Columbus
  9. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the

Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
11. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
12. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. *Contractor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
17. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
18. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

19. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
20. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Engineer of Record* – The design engineer (Wilson Company)
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
26. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
27. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
28. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
29. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
32. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
33. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
34. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
35. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
36. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
37. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
38. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

39. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight unless otherwise defined within the agreement.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 *Exhibits Included:***

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

### **8.02 *Total Agreement***

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

### **8.03 *Designated Representatives***

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

### **8.04 *Engineer's Certifications***

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Address for Owner's receipt of notices:

\_\_\_\_\_

Designated Representative (Paragraph 8.03.A):

Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Engineer: The Schemmer Associates

By: Doug Holle  
Print name: Doug Holle  
Title: Transportation Group Manager  
Date Signed: February 15, 2023

Engineer License or Firm's Certificate No. (if required):

State of: \_\_\_\_\_

Address for Engineer's receipt of notices:

1044 N. 115<sup>th</sup> Street, Suite 300  
Omaha, NE 68154

Designated Representative (Paragraph 8.03.A):

Doug Holle  
Title: Transportation Group Manager  
Phone Number: 402-488-2500  
E-Mail Address: dholle@schemmer.com

This is **EXHIBIT A**, consisting of [ 5 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ] .

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### *A1.01 Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

2. *PRE-CONSTRUCTION PHASE*

The following pre-construction phase tasks will include:

- a. Coordinate a pre-construction meeting with the utility contractor, city, NDOT and other stake holders as appropriate.
- b. Obtain preconstruction photos within the limits of the water and sewer reconstruction.
- c. Coordination with contractor on start of various phases

3. *CONSTRUCTION PHASE*

The following construction phase tasks will include:

- a. Establish a procedure for managing, tracking, and storing all relevant documents between the Constructor, City, and NDOT.
- b. Mobilize a RPR on site for the duration of the construction activities. Construction inspection is anticipated to average 10 hours per day, Monday through Friday, for the duration of construction of the watermain and sanitary sewer installation. A total of 185 trips to the site are estimated.

Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and

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**Exhibit A – Engineer's Services**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- c. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- d. Maintain daily field diaries, measure quantities for constructor payment and maintain files and records. The procedure for preparing daily field diaries is assumed to include one of the following options:
  - 1) Prepare daily work reports, measure quantities and input them into NDOT's AASHTOWare system
  - 2) Prepare daily work reports, measure quantities and provide them to NDOT for input into AASHTOWare system.
- e. Take construction progress photos.
- f. Monitor the contractors' activities for compliance with the plans and specifications.
- g. Coordinate review of constructor submittals to be reviewed by the Engineer of Record

- h. Attend weekly progress meetings with the constructor, City and NDOT. The weekly progress meeting would be attended by the inspector and construction project manager. 36 meetings assumed.
- i. Draft content for change orders as needed. Official change orders will be developed by NDOT. Issue field orders to contractor through NDOT as needed to expedite work flow. Up to four change orders are included in this scope.
- j. Oversee contractor performing pressure testing on water mains and sanitary sewers.
- k. Coordinate disinfection of water main by the Constructor with the City.
- l. Monitor dewatering in potential contaminated groundwater area as identified in the contract documents.

4. *CONSTRUCTION CLOSEOUT*

The following construction closeout tasks will include but are not limited to:

- a. Conduct a final project walkthrough/inspection with the City.
- b. Prepare and provide to the constructor a punch list of repair items that need to be addressed before water and sewer installation acceptance.
- c. Verify all project work has been completed and accepted.
- d. Prepare as-built plans. As-built plans will be created and submitted in electronic PDF format.

5. *PROJECT MANAGEMENT*

The following project management tasks will include, but are not limited to:

- a. Review work, communication with client, and invoicing. A total contract duration is assumed to last for 33 months (April 2023 through December 2025)
6. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
7. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

8. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
9. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
10. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
11. *Substitutes and "Or-equal":* Coordinate with the Engineer of Record to obtain an evaluation and determination of the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
12. *Inspections and Tests:*
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
13. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor (through NDOT). If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will

notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

14. *The following tasks are specifically excluded from the Engineer's scope of services:*

- a. Construction staking, which is assumed to be provided by the contractor
- b. Material testing, which is assumed to be provided by the contractor
- c. SWPPP inspections
- d. The development or review of temporary traffic control plans
- e. The input of material samples and other documentation related to tests and samples that require entry into AASHTOWare are assumed to input by NDOT
- f. Review of Davis Bacon Wage Rates

## PART 2 – ADDITIONAL SERVICES

### A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
  1. Services as agreed to by Owner and Engineer

This is **EXHIBIT B**, consisting of [ 3 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ] .

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- H. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- I. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- J. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- K. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- L. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- M. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- N. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- O. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- P. Perform or provide the following: [ ] ***[List any other Owner responsibilities here.]***
- Q. .

This is **EXHIBIT C**, consisting of [ 9 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ] .

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$[ 345,560.33 ] based on the following estimated distribution of compensation:

- |                                 |                  |
|---------------------------------|------------------|
| a. Study and Report Phase       | \$[ ]            |
| b. Preliminary Design Phase     | \$[ ]            |
| c. Final Design Phase           | \$[ ]            |
| d. Bidding or Negotiating Phase | \$[ ]            |
| e. Construction Phase           | \$[ 345,560.33 ] |
| f. Post-Construction Phase      | \$[ ]            |

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of [January 1 ]) to reflect equitable changes in the compensation payable to Engineer. Estimated annual rate increases are 6.0% in 2024 and 3.5% in 2025.

#### C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [1.1].

#### C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET RPR-2:  
Resident Project Representative – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment**

**A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:**

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$[345,560.33] based upon full-time RPR services on an 10-hour workday, Monday through Friday, over a [180 ] working day construction schedule with the assumed distribution of working days:

- Phase 1: 25 working days in 2023
- Phase 2: 25 working days in 2023
- Phase 3: 35 working days in 2024
- Phase 4: 40 working days in 2024
- Phase 5: 25 working days in 2025
- Phase 6: 30 working days in 2025

**B. Compensation for Reimbursable Expenses:**

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [1.1].
4. The Reimbursable Expenses Schedule will be adjusted annually (as of [January 1]) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
  - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates**

---

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
  2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [ 1.1].
  4. The Reimbursable Expenses Schedule will be adjusted annually (as of [ January 1]) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of [ 1 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ] .

### **Reimbursable Expenses Schedule**

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Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$ [ at cost ]/page
Copies of Drawings	\$ [ at cost ]/sq. ft.
Mileage (auto)	\$ [ 0.665 ]/mile
Meals and Lodging	at cost

This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## **Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

<b>Principal</b>	<b>\$( 210.00 )/hour</b>
<b>Project Manager</b>	<b>[ 180.00 ]/hour</b>
<b>Deputy Project Manager</b>	<b>[ 190.00 ]/hour</b>
<b>Inspector</b>	<b>[ 110.00 ]/hour</b>
<b>Materials Testing Technician</b>	<b>[ 100.00 ]/hour</b>
<b>Administrative Support</b>	<b>[ 75.00 ]/hour</b>



**Hour Estimate Form**  
**Construction Engineering Services**  
**23rd Street Water and Sewer Betterment**  
**City of Columbus**  
**Project No: NH-30-5134**

February 13, 2023

ITEM NO.	TASK DESCRIPTION	PRIN	PROJ MAN	DEP PROJ MAN	INSP	MAT TECH	ADMIN SUPP	TOTAL PER TASK	Task Cost
<b>I. Preconstruction Phase</b>									\$ 5,440.34
I.a	Preconstruction Meeting	5	10		5			20	
I.b	Preconstruction photos				6			6	
I.c	Coordination with contractor		4	2				6	
<b>II. Construction Phase</b>									\$ 277,810.68
II.a	Establish procedure for tracking relevent documents		2	1	2			5	
II.b	Mobilize construction inspector on site				462.5			462.5	
II.c	Maintain daily diaries, quantities, and records		90		180			270	
II.d	Construction photos		2		90			92	
II.e	Monitor contractors' activities for compliance with plans and specs		80		920			1000	
II.f	Coordinate review submittals		6	2				8	
II.g	Attend weekly meetings		180		36		18	234	
II.h	Change orders		20		4			24	
II.i	Oversee pressure testing of water main and sanitary sewer		4		30			34	
II.j	Coordination of disinfection of water main with City		6		6			12	
II.k	Monitor dewatering in potential contaminated groundwater area		2		6			8	
<b>III. Construction Closeout</b>									\$ 18,703.81
III.a	Final project walkthrough / inspection		36		36			72	
III.b	Prepare and distribute punch list		6		2			8	
III.c	Verify project work completion and acceptance				24			24	
III.d	Prepair as built plans		4		24			28	
<b>IV. Project Management</b>									\$ 20,633.24
IV.a	Review work, communication, invoicing	33	66	4				103	
<b>TOTALS</b>		38	518	9	1833.5	0	18	2416.5	
									Labor Effort
									\$ 322,588.08

**Construction Engineering Services**  
**23rd Street**  
**City of Columbus**  
**NH-30-5134**

BREAKDOWN OF COSTS

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2023 STANDARD RATE	6.0% escalation	3.5% escalation	ESTIMATED TOTAL
			2024 PROJECTED RATE	2025 PROJECTED RATE	
<b>I. Preconstruction Phase</b>					
PRINCIPAL	5	\$210.00	\$222.60	\$230.39	\$1,107
PROJECT MANAGER	14	\$180.00	\$190.80	\$197.48	\$2,657
DEPUTY PROJECT MANAGER	2	\$190.00	\$201.40	\$208.45	\$401
INSPECTOR	11	\$110.00	\$116.60	\$120.68	\$1,276
MATERIALS TESTING TECHNICIAN	0	\$100.00	\$106.00	\$109.71	\$0
ADMINISTRATIVE SUPPORT	0	\$75.00	\$79.50	\$82.28	\$0
TASK TOTAL					\$5,440
<b>II. Construction Phase</b>					
PRINCIPAL	0	\$210.00	\$222.60	\$230.39	\$0
PROJECT MANAGER	392	\$180.00	\$190.80	\$197.48	\$74,394
DEPUTY PROJECT MANAGER	3	\$190.00	\$201.40	\$208.45	\$601
INSPECTOR	1737	\$110.00	\$116.60	\$120.68	\$201,393
MATERIALS TESTING TECHNICIAN	0	\$100.00	\$106.00	\$109.71	\$0
ADMINISTRATIVE SUPPORT	18	\$75.00	\$79.50	\$82.28	\$1,423
TASK TOTAL					\$277,811
<b>III. Construction Closeout</b>					
PRINCIPAL	0	\$210.00	\$222.60	\$230.39	\$0
PROJECT MANAGER	46	\$180.00	\$190.80	\$197.48	\$8,730
DEPUTY PROJECT MANAGER	0	\$190.00	\$201.40	\$208.45	\$0
INSPECTOR	86	\$110.00	\$116.60	\$120.68	\$9,974
MATERIALS TESTING TECHNICIAN	0	\$100.00	\$106.00	\$109.71	\$0
ADMINISTRATIVE SUPPORT	0	\$75.00	\$79.50	\$82.28	\$0
TASK TOTAL					\$18,704
<b>IV. Project Management</b>					
PRINCIPAL	33	\$210.00	\$222.60	\$230.39	\$7,307
PROJECT MANAGER	66	\$180.00	\$190.80	\$197.48	\$12,525
DEPUTY PROJECT MANAGER	4	\$190.00	\$201.40	\$208.45	\$801
INSPECTOR	0	\$110.00	\$116.60	\$120.68	\$0
MATERIALS TESTING TECHNICIAN	0	\$100.00	\$106.00	\$109.71	\$0
ADMINISTRATIVE SUPPORT	0	\$75.00	\$79.50	\$82.28	\$0
TASK TOTAL					\$20,633
<b>Sub-Total</b>					<b>\$322,588</b>
<b>REIMBURSABLES</b>					
	No.	Rate (\$)			
Plan Sets	4	\$ 20.000		\$	80.00
Hotel		\$ 100.000		\$	-
Mileage	34950	\$ 0.655		\$	22,892.25
Other				\$	-
<b>Sub-Total</b>					<b>\$ 22,972.25</b>
<b>TOTAL ESTIMATED FEE</b>					<b>\$ 345,560.33</b>

This is **EXHIBIT D**, consisting of [ 5 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 1 - SERVICES OF ENGINEER**

#### *D1.01 Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
  2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of [ 2 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ] .

## **Insurance**

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Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### G6.05 *Insurance*

Engineers Certificate of Liability insurance is attached to this Exhibit G.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FNIC P.O. Box 45279 Omaha NE 68145-0279	<b>CONTACT NAME:</b> Deanne Beltz-Sund <b>PHONE (A/C, No, Ext):</b> 402-861-7000 <b>E-MAIL ADDRESS:</b> deanne.beltz@fnicgroup.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: SCH41058 SCH41058	<b>INSURER A:</b> Continental Casualty Co. <b>INSURER B:</b> Continental Insurance Company <b>INSURER C:</b> Valley Forge Insurance Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 20443 35289 20508
<b>INSURED</b> The Schemmer Associates Inc. 1044 North 115th Street, Ste. 300 Omaha, NE 68154		

**COVERAGES**

CERTIFICATE NUMBER: 2039376787

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6023928716	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			6023928747	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6023928702	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6023928733	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made Basis Pollution Legal Liab			AEH288365469	12/31/2022	12/31/2023	\$5,000,000 \$5,000,000 Ea.Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Columbus Nebraska  
 2424 14th Street  
 P.O. Box 1677  
 Columbus NE 68602-1677

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

This is **EXHIBIT H**, consisting of [ 1 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## **Dispute Resolution**

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

### H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT K**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

**The Effective Date of this Amendment is: \_\_\_\_\_.**

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- \_\_\_ Additional Services to be performed by Engineer
- \_\_\_ Modifications to services of Engineer
- \_\_\_ Modifications to responsibilities of Owner
- \_\_\_ Modifications of payment to Engineer
- \_\_\_ Modifications to time(s) for rendering services
- \_\_\_ Modifications to other terms and conditions of the Agreement

Description of Modifications:

***Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.***

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

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By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

14.G.Resolution No. R23-38 selecting design-build delivery system splash pad at Centennial Park and designating City Engineer Rick Bogus to serve as Performance Criteria Developer.

RESOLUTION NO. R23-38

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SELECTING DESIGN-BUILD DELIVERY SYSTEM FOR DESIGN AND CONSTRUCTION OF A SPLASH PAD AT CENTENNIAL PARK AND DESIGNATING CITY ENGINEER RICK BOGUS TO SERVE AS PERFORMANCE CRITERIA DEVELOPER IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 13-2901 THROUGH 13-2914, REISSUE REVISED STATUTES OF NEBRASKA, 1943, AS AMENDED.

WHEREAS, the City of Columbus has proposed the design and construction of a splash pad at Centennial Park; and

WHEREAS, the city does not have all of the required expertise to provide for the design and construction services necessary to undertake this project and proposes to complete the same by a design-build contract in accord with the provisions of Section 13-2904, Reissue Revised Statutes of Nebraska, 1943, as amended; and

WHEREAS, it is recommended that City Engineer Rick Bogus be appointed to serve as performance criteria developer in accordance with the statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that construction of a splash pad at Centennial Park will be undertaken in accordance with the provisions of Sections 13-2901 through 13-2914, Reissue Revised Statutes of Nebraska, 1943, as amended, by utilizing the design-build contract method with City Engineer Rick Bogus serving as the performance criteria developer for this project.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

The City of **Columbus**

**MEMORANDUM**

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**DATE:** February 15, 2023  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Centennial Park Splash Pad and Design-Build Delivery System and Performance Criteria Developer

**RECOMMENDATION:**

In accordance with State Statute and the City's Policies and Procedures for Design-Build and Construction Manager at Risk, to allow the use of the Design-Build delivery system and appoint Rick Bogus, P.E., City Engineer, as the Performance Criteria Developer for the Centennial Park Splash Pad.

**DISCUSSION:**

The potential cost savings and efficiencies using this system for this project is beneficial on this type of project.

Approval of the Design-Build delivery system and appointment of a Performance Criteria Developer is required. The City Engineer meets the requirements of the Performance Criteria Developer and typically serves this role in the system.

**FISCAL IMPACT:**

2022-2023 budget CIP 21-067 in the amount of \$350,000.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Douglas A Moore

**SIGNATURE:**

By: Richard J. Bogus

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

**REQUEST FOR LETTERS OF INTEREST FOR PREQUALIFICATION OF DESIGN - BUILD**  
**PROJECT DETAILS**

The City of Columbus is requesting Letters of Interest from prospective Design-Builders for Centennial Park Splash Pad. The information provided in the Letter of Interest will be used by the City of Columbus to select (prequalify) at least three prospective Design-Builders for the project and they will be eligible to receive Requests for Proposals. If only two Design-Builders submit Letters of Interest, per project both will receive the Requests for Proposals. Those firms selected to receive Request for Proposal will be required to provide more detailed qualifying information per requirements of the act. If more than 5 (five) Letters of Interest are received for each project, a selection committee will prequalify the Design-Builder for the project so that only 5 (five) firms receive request for proposals for the project. The Selection Committee would consist of the City Administrator, City Engineer, Public Property Director, Park Superintendent, and a City Council member.

The Design-Builder ultimately selected by the City of Columbus will enter into a Design-Build contract with the City of Columbus. The initial agreement will be to furnish architectural, engineering and related design services for the Project. The City will be submitting a grant application in the fall 2023 for possible award in late 2023 or early 2024 to assist in the cost of construction. Therefore, if this grant is obtained then an amendment to the design agreement will be for labor, material, supplies, equipment, and construction services for the Project. This process is pursuant to Nebraska LB 889, Political Subdivision Construction Alternative s Act.

The scope of the Projects are *The City of Columbus, Nebraska intends to construct Centennial Park Splash Pad if awarded a grant in late 2023 or early 2024 with a projected project budget of \$ 350,000.00. See attached Exhibit 1 and 2 for details.*

Prospective Design-Builders shall respond to all items in this questionnaire. Failure to do so will deem the Letter nonresponsive at the discretion of the City of Columbus. If the prospective Design-Builder team is a prime contractor-subcontractor relationship or joint venture, both entities must complete their relevant information on the questionnaire.

Submittal Requirements:

1. Design-Builder Firm Information:
  - a. Firm name, address, phone, fax and email
  - b. Name of primary point of contact
  - c. Proof of bonding capacity and insurance coverage
2. Design-Builder's Subconsultant(s) Firm Information (If the Design-Builder is a contractor, then list the architectural-engineering team. If the Design-Builder is an Architect or Engineer, then list the General Contractor):
  - a. Firm names, addresses, phone, fax and email addresses
  - b. Name of primary point of contact
  - c. Proof of liability insurance
3. Design-Builder Team and Experience
  - a. Resume of key team members (Project manager, project superintendent, design architect or engineer)
    - i. Name and title
    - ii. Role in the project
    - iii. Education
    - iv. Professional registration
    - v. Years of experience

- b. List of 3 relevant projects on which the Design-Builder provided design and/or construction services similar to those requested in this Letter of Interest. Provide project scope, budget, year completed and form of project delivery (Design-Build, Design-Bid-Build, or Construction Management at Risk). Provide graphics or photos if available. Also, list client references for each of the 3 projects (organization, contact name, address, phone, fax and email).
  - i. If the Design-Builder subcontracts for design or construction services, list 3 relevant projects of the designer or contractor and information requested in paragraph above.

4. Design Builder's Approach

- a. Briefly describe the Design-Builder's approach in working with the City of Columbus to design and build the proposed project.

Point of Contact is:

Richard Bogus, P.E. (Performance Criteria Developer and City Engineer)  
2424 14 Street, Columbus, NE 68601 (Address)  
Engineering Department phone: 402-562-4309  
Engineering Department email: [EngDept@columbusne.us](mailto:EngDept@columbusne.us)

Any questions or clarification regarding this Letter of Interest shall be in writing to the Performance Criteria Developer who may direct them to others.

Submit 6 (six) copies of the Letter of Interest and one (1) electronic file to:

Columbus City Clerk, P.O. Box 1677, 2424 14 Street  
Columbus, NE 68602-1677

(Mark on outside of envelope Centennial Park Splash Pad)

By March 28, 2023 @ 4:30 p.m.

Signed for City of Columbus

Richard Bogus, Performance Criteria Developer/City Engineer

## **Exhibit 1**

### **TASKS AND CONDITIONS**

#### **CENTENNIAL PARK SPLASH PAD**

1. Design and construct a splash pad in a City neighborhood park
2. Access and features must be American's with Disability Act (ADA) compliant. ADA sidewalk from the facility to the parking lot with ADA parking stalls in required.
3. Water splash pad system will be raw water to waste with no treatment. Water service line from City main located inside the park. Meter, backflow preventer, an disconnect to be located in underground vault.
4. Splash pad to include multiple water features both in ground and above ground. Options with estimated costs to be provided for review.
5. Hard surfaced floor with main drains to be pumped to City storm sewer system north along 7<sup>th</sup> Avenue. Pump system to be located in underground vault.
6. 6-foot high vinyl covered black chain link fence with gate(s) with latch and able to be locked. Concrete under fence line.
7. Electrical service to pad and vault with possible transformer, to be determined.
8. Complete control system with push button operation and timer. Control center to be located in underground vault.
9. Topographic survey in AutoCAD by City Engineering Department.
10. All work to be in accordance with State of Nebraska Department of Health and Human Services including obtaining any approvals
11. Foundation, paving, and utility design and construction complete in place
12. Plans and specifications stamped by State of Nebraska Professional Engineer in good standing
13. Geotechnical and soil borings are the contractor's responsibility.
14. Design to be completed summer 2023. City to apply for grant in fall 2023 with possible award in late 2023 or early 2024. Construction may occur pending receipt of this grant. If the grant is not obtained, the City will not proceed on the construction.

# Centennial Exhibit 2



15. **ORDINANCES ON FIRST READING - None**
16. **ORDINANCES ON SECOND READING - None**
17. **ORDINANCES ON THIRD READING - None**
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda.**
19. **UNFINISHED BUSINESS - None**
20. **ADJOURNMENT**