

City Council Regular Meeting
Monday, August 5, 2019 7:00 PM
Council Chambers
1369 25 Avenue

{{Name: Agenda Item Name}}

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

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

2. PRAYER

3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

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

A. Minutes of July 15, 2019, City Council meeting.

B. Change date of first meeting in September 2019 to 7 p.m., Tuesday, September 3, 2019, due to Labor Day holiday.

C. Resolution No. R19-115 approving agreement with Nebraska Department of Transportation for 2019 Fracture Critical Bridge inspections.

D. Resolution No. R19-116 approving agreement with Adam LaBorde in an amount not to exceed \$24,500 for one-year service agreement to provide GIS support services.

E. Resolution No. R19-117 authorizing payment of various improvement projects.

F. Payroll and bills on file.

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS - None

7. PUBLIC HEARINGS

A. Public hearing - Application of Doris R. Elifritz-Lux and Norman G. Lux dba Market 23, for Retail Class "D" Beer, Wine, and Distilled Spirits Off Sale Only liquor license and Class "K" catering license at 2620 23 Street.

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

- A. Application of Douglas Wiese as manager of Eagles Club in conjunction with Class "C" liquor license.
- B. Application of Robin Swearingen as manager of Walmart in conjunction with Class "D" liquor license.
- C. Quote from Nebraska Furniture Mart in the amount of \$27,213.67 for audio/visual equipment at new police facility.
- D. Quote from OfficeNet in the amount of \$119,889.36 for furniture at new police facility.
- E. Quote from Electronic Engineering in the amount of \$10,726.75 for radio equipment at new police facility.
- F. Quote from RoadBuilders Machinery & Supply Co., Inc. in the amount of \$31,630 to rent equipment for flood clean-up at Quail Run Golf Course.
- G. Comments from mayor and city council members.

14. RESOLUTIONS

- A. Resolution No. R19-118 approving use of Frankfort Square overnight on October 17 and October 18, 2019, for Tent America 2019 event.
- B. Resolution No. R19-119 approving grant agreement with the Federal Aviation Administration for construction of Snow Removal Equipment Building at Columbus Municipal Airport.
- C. Resolution No. R19-120 approving agreement with the U. S. Department of the Army for rehabilitation of Loup River levee.
- D. Resolution No. R19-121 approving agreement with Pictometry International Corporation in the amount of \$19,140.33 per year for six consecutive years for digital imagery and

related online services for Engineering Department.

E. Resolution No. R19-122 approving GIS maintenance agreement with Geo-Comm, Inc. in the amount of \$15,859 effective July 1, 2019, through June 30, 2020 for Joint Communications Center.

F. Resolution No. R19-123 awarding bid to Obrist & Company, Inc. in the amount of \$698,875.75 for Sewer Extension District No. 46 (Lost Creek Parkway from 38 Street to west of 10 Avenue).

G. Resolution No. R19-124 approving change of cable television franchisee from Eagle Communications, Inc. to Eagle Broadband Investments, LLC with regard to franchise agreement.

15. ORDINANCES ON FIRST READING

A. Ordinance No. 19-26 providing for vacation of street right-of-way of 51 Avenue from the north line of Jackson Meadows Addition to the westerly extension of the north line of Lot 2, Block B, Whispering Meadows Addition.

B. Ordinance No. 19-27 amending Section 90.043 of Chapter 90 of Title IX of Ordinance No. 05-47 (Columbus City Code) to ban miniature pigs within corporate city limits.

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

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on July 15, 2019, at 7:14 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

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

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, and Prent Roth. Council Member Ron Schilling was absent and excused. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Public Works Director Chuck Sliva, Community Development Director Dan Curtis, Public Property Director Doug Moore, Finance Director Heather Lindsley, and Library Assistant II Elicia Micek.
2. **PRAYER:** Bahr led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** Bulkley invited all to join in the National Anthem and Pledge of Allegiance.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out that there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
 - 4.A. **Minutes of July 1, 2019, City Council meeting.**
 - 4.B. **Resolution No. R19-105 approving Lease to Hangar Aircraft with Ignite Aero, LLC for Hangar No. 1508-4.** Resolution No. R19-105 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LEASE TO HANGAR AIRCRAFT WITH IGNITE AERO, LLC (HANGAR NO. 1508-4) AT THE COLUMBUS MUNICIPAL AIRPORT.
 - 4.C. **Resolution No. R19-106 authorizing payment on various improvement**

projects. Resolution No. R19-106 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: B-D CONSTRUCTION, INC. - POLICE STATION \$683,946.57; B-D CONSTRUCTION, INC. - POLICE STATION \$582,936.12; BIERMAN CONTRACTING, INC. - E911 COMMUN. CENTER \$126,819.30; BIERMAN CONTRACTING, INC. - FRONTIER PARK RESTROOM \$51,661.00.

4.D. Finance Department reports.

4.E. Payroll and bills on file. 7/26/19 Payroll \$617,902.81; A to Z Messaging – Service 105.00; Ace Hardware & Garden Center – Supplies 1,463.63; Ace Sanitation Service – Service 105.00; Advance Auto Parts – Supplies 446.52; AlphaMedia USA LLC – Advertising 1,575.00; American Legal Publishing Corporation – Service 10.00; Aqua-Chem, Inc. – Chemicals 2,615.20; Aqua-Pure, Inc. – Chemicals 6,664.66; B-D Construction, Inc. – Police Station Facility 1,266,882.69; Barco Municipal Products – Supplies 557.63; Beard-Warren Heating & Air Conditioning – Service 3,514.67; Beatrice Scale Company, Inc. – Supplies 2,891.50; Behlen Towing LLC – Service 2,280.00; Bierman Contracting, Inc. – Frontier Park Restroom 51,661.00; Bierman Contracting, Inc. – E911 Communications Center 126,819.30; Black Hills Energy – Utilities 3,221.86; Richard Bogus – Expenses 91.64; Bomgaars – Supplies 519.92; Brown's Shoe Fit Co. – Supplies 112.00; BS&A Software – Accounting Software 122,710.00; Carolina Software – Service 200.00; Cat's Pro Mow – Service 250.00; Central Parts & Machine – Supplies 374.41; Central Sand & Gravel Company – Supplies 1,286.70; Central Valley Ag Cooperative – Supplies 405.13; Century Link – Utilities 994.63; Club Prophet Systems – Service 90.00; CNC Repair LLC – Service 1,125.71; Columbus Area Chamber of Commerce – Sports and Activities Director 1,666.67; Columbus Area Chamber of Commerce – Supplies 1,500.00; Columbus Custom Embroidery – Service 112.00; Columbus Family Resource Center – Lease Payment 8,925.00; Columbus Plumbing Co. – Supplies 11.25; Columbus Steel Supply, Inc. – Supplies 25.00; Columbus Telegram – Publications 777.54; Columbus Tire & Service, Inc. – Service 15.00; Community Internet – Service 45.00; Connecting Point/Radio Shack – Supplies 867.00; Karen Connell – Expenses 105.14; Consolidated Management Co. – Meals 186.23; Core & Main LP – Supplies 794.04; Cornhusker Public Power District – Utilities 949.25; Culligan of Columbus – Supplies 287.65; Daktronics, Inc. – Service 7,665.00; Danko Emergency Equipment – Supplies 738.55; DTN LLC – Service 747.00; Douglas Dunbar – Contract 6,154.00; Douglas Dunbar – Commissions 6,606.63; Douglas Dunbar – Expenses 1,347.89; Eakes Office Solutions – Supplies

767.41; Edison Lighting Supply & Distribution LLC – Supplies 260.66; Electrical Engineering & Equipment Co. – Supplies 312.94; Electronic Engineering – Supplies 20.60; Enterprise Electric CO/CED – Service 48.00; Fastenal Company – Supplies 620.16; FBG Service Corporation – Supplies 3,093.00; First National Bank Omaha – Expenses 5,587.03; FlowRider, Inc. – Supplies 300.00; Frontier – Utilities 3,307.20; Full Throttle Truck & Trailer Repair LLC – Service 4,088.14; Galls LLC – Supplies 489.86; Gaver Tire & Auto Center, Inc. – Service 145.07; Gehring Construction & Ready-Mix Company – Supplies 934.54; Gerhold Concrete Company, Inc. – Supplies 1,932.81; Great Plains Building Supply – Supplies 25.57; Great Plains Communications – Service 310.00; Grubaugh Auction Service – Refund 361.00; Hadley-Braithwait Company – Supplies 1,375.15; Hawkins, Inc. – Chemicals 1,429.36; HDR Engineering, Inc. – North Sanitary Sewer Collection System Study 18,838.59; Heartland Natural Gas LLC – Utilities 3,806.15; Hobby Lobby – Supplies 24.68; Stan Houston Equipment Co., Inc. – Supplies 258.90; Mark S Howerter MD – Contract 583.00; Impact Telecom – Utilities 61.64; Ingram Library Services, Inc. – Supplies 597.24; Jackson Services, Inc. – Supplies 3,830.66; Dale Johnson Trucking – Supplies 1,041.60; Kelly Supply Company – Supplies 261.01; Kendig Keast Collaborative – Service 7,779.50; KNTK-FM – Advertising 500.00; Michael Kratochvil – Expenses 36.35; Language Line Services, Inc. – Service 161.41; Pete Lien & Sons, Inc. – Chemicals 10,226.84; Lincoln Winwater Works – Supplies 861.24; John F Lohr – Expenses 58.00; Loup Power District – Utilities 97,886.15; M & L, Inc. – Contract 6,624.42; Mail Prep ETC – Postage 133.45; MailFinance – Postage Meter Lease 617.67; Marley's Electric, Inc. – Service 909.77; Matheson-Linweld – Supplies 511.22; Mc2, Inc. – Supplies 1,790.74; Menards – Supplies 2,038.17; Mid-American Research Chemical – Supplies 3,497.00; Midland Scientific, Inc. – Service 511.58; Midwest Mini Melts – Supplies 1,372.50; Midwest Right of Way Services – 12th Ave Viaduct 1,275.00; Midwest Service & Sales Co. – Supplies 481.90; Mike's Towing – Service 975.00; Shane Mueller – Service 146.50; Mueller Sprinklers – Supplies 37.26; Municipal Pipe Tool Co. LLC – Supplies 978.02; Municipal Supply, Inc. of Omaha – Supplies 269.94; Nebraska Law Enforcement Training Center – Training 810.00; Nebraska Sports – Supplies 248.17; Nebraska-Iowa Industrial Fasteners Corp. – Supplies 143.62; Newman Traffic Signs – Supplies 1,132.94; Niemann's Port-A-Pot LLC – Service 40.00; Northeast Nebraska Solid Waste Coalition – Landfill Disposal 68,600.73; Novicki Fire Prevention Services – Service 52.00; O'Reilly Automotive, Inc. – Supplies 898.70; OCLC, Inc. – Service 843.46; Officenet – Supplies 6,899.05; Olson's Pest Technicians – Service 146.00; One Call Concepts, Inc. – Service 305.84; One Source – Service 725.00; Overhead Door Company – Service 709.18; Paragon Consulting Services, Inc. – Service 1,725.00; The Parts Bin – Supplies 57.19; Partsmaster – Supplies 150.09; Pepsi Bottling Group – Supplies 564.03; Petty Cash – Expenses 164.86; Presto-X – Service 92.00; Pryor Learning Solutions, Inc. – Training 498.00; Reardon Lawn & Garden, Inc. – Supplies 30.46; Recreonics, Inc. – Supplies 110.26; Redstone Veterinary Clinic – Service 2,815.80; RVW, Inc. – E911 Communications Center 1,100.00;

Sandry Fire Supply LLC – Supplies 1,080.76; Sapp Bros Columbus, Inc. – Fuel 498.50; Sapp Bros Petroleum, Inc. – Fuel 9,095.96; ServiceMaster By Shevlin – Service 2,085.00; Shevlin Supply – Supplies 338.70; State of Nebraska Department of Revenue – Sales Tax 61,816.63; Stericycle, Inc. – Service 874.90; Sunbelt Rentals, Inc. – Service 141.73; Super Saver – Supplies 49.72; Superior LLC – Service 13,919.71; Sysco Lincoln – Supplies 9,652.50; T-Bone Fuel Delivery – Fuel 6,726.44; Telecommunications Systems, Inc. – Service 1,554.00; Tire Outlet, Inc. – Service 926.00; TotalFunds – Postage 1,000.00; Tractor Supply Credit Plan – Supplies 469.39; Truck Center Companies – Service 727.90; Twin Rivers Veterinary Clinic – Service 541.15; Typhoon Wash – Service 36.92; U & I Sanitation – Service 49.50; United States Post Office – Postage 2,405.20; UPS Store – Postage 210.00; Utility Service Co., Inc. – Tank Maintenance 14,163.18; Van Diest Supply Company – Chemicals 3,286.00; Van Wall Equipment, Inc. – Supplies 392.72; Verizon Connect NWF, Inc. – Service 126.80; Verizon Wireless – Utilities 2,405.03; VVS Canteen – Supplies 92.76; Waste Connections of Nebraska – Service 195.00; Watson – E911 Communications Center 85,884.50; West Point Implement of Columbus – Supplies 492.02; Zee Medical Service – Supplies 202.15. TOTAL \$2,761,097.20

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:** None
7. **PUBLIC HEARINGS:**
 - 7.A. **Public hearing – Application of Oborny Group, LLC to rezone property at 2311 and 2319 11 Street from "ML/C-1" (Limited Industrial District) to "B-1" (Central Business District). (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
 - 7.A.1. **Ordinance No. 19-19 approving rezoning.** The rules were suspended and Ordinance No. 19-19 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, UNDER ORDINANCE NO. 96-08, AS AMENDED, DATED MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE NO. 97-17; TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: WEST 1/3 OF LOT 2 AND ALL OF LOT 3 AND THE EAST 1/3 OF LOT 4, BLOCK 116, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; FROM THE PRESENT ZONING CLASSIFICATION OF "ML/C-1" (LIMITED INDUSTRIAL DISTRICT) TO "B-1" (CENTRAL BUSINESS DISTRICT), TO AMEND THE ZONING MAP WHICH HAS BEEN ADOPTED

- BY AND MADE A PART OF SAID COLUMBUS, NEBRASKA LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Hiemer and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent. Ordinance No. 19-19 was adopted with a motion by Hiemer and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 7.B. Public hearing - Application of Oborny Group, LLC for special use permit to allow a second floor single-family residence in a "B-1" (Central Business District) zone located at 2311 11 Street. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 7.B.1. Ordinance No. 19-20 approving special use permit.** The rules were suspended and Ordinance No. 19-20 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO ISSUE A SPECIAL USE PERMIT TO ALLOW FOR A SECOND FLOOR APARTMENT AS CONTAINED IN THE ZONING DISTRICT REGULATIONS OF THE ZONING CODE, ON THE FOLLOWING DESCRIBED REAL ESTATE IN A "B-1" (CENTRAL BUSINESS DISTRICT) ZONE: LOT 3, BLOCK 116, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent. Ordinance No. 19-20 was adopted with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 7.C. Public hearing - Application of Panda, Inc. to rezone property located at 2518 and 2510 22 Street from "R-1" (Single-Family Residential District) to "B-2" (General Commercial District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval contingent upon the purchase of property being finalized.)** Tom Maul, attorney on behalf of the applicant, noted that the purchase of the property has been finalized. No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Jablonski. Augustine-

Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

- 7.C.1. Ordinance No. 19-21 approving rezoning.** The rules were suspended and Ordinance No. 19-21 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, UNDER ORDINANCE NO. 96-08, AS AMENDED, DATED MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE NO. 97-17; TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: LOTS 5 AND 6, BLOCK 16,, PHILLIPS 3RD ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA FROM "R-1" (SINGLE- FAMILY RESIDENTIAL DISTRICT) TO "B-2" (GENERAL COMMERCIAL DISTRICT), TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH HAVE BEEN ADOPTED BY AND MADE A PART OF SAID COLUMBUS, NEBRASKA LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE EFFECTIVE DATE; AND TO PROVIDE THAT PUBLICATION SHALL BE IN PAMPHLET FORM AS AUTHORIZED BY §16-405 OF NEBRASKA REVISED STATUTES was read by number only with a motion by Jablonski and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent. Ordinance No. 19-21 was adopted with a motion by Jablonski and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 7.D. Public hearing - Application of Foreman Lumber for special use permit to allow convenience storage in a "B-2" (General Commercial District) zone located at 3920 23 Street. (Planning Commission recommends approval with all storage to be inside the building and contingent upon all required easements being received.)** Jacque Tessendorf, attorney on behalf of the applicant, was available to answer questions. No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 7.D.1. Ordinance No. 19-22 approving special use permit.** The rules were suspended and Ordinance No. 19-22 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ISSUE A SPECIAL USE PERMIT TO ALLOW FOR "CONVENIENCE STORAGE" AS CONTAINED IN TABLE 4-2, ZONING REGULATIONS OF THE ZONING CODE, ON THE FOLLOWING DESCRIBED REAL ESTATE IN A "B-2" (GENERAL COMMERCIAL DISTRICT) ZONE, TO WIT: LOT 3

FOREMAN SUBDIVISION, A MINOR SUBDIVISION OF LOT 8, EXCEPT THE NORTH 60.00 FEET, THE WEST 30 FEET, AND THE SOUTH 5 FEET, BLOCK "A", RANDALL 3RD ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Lohr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent. Ordinance No. 19-22 was adopted with a motion by Lohr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

- 7.D.2. Resolution No. R19-107 accepting a dedication from Foreman Lumber for a sanitary sewer easement on the east 20 feet of Lots 1, 2, and 3, Foreman Subdivision (3920 23 Street).** Resolution No. R19-107 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE SANITARY SEWER EASEMENT FROM FOREMAN LUMBER, LOCATED ON THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: A TRACT OF LAND LOCATED IN LOTS 1, 2, AND 3, FOREMAN SUBDIVISION IN THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 20 FEET OF LOTS 1, 2, AND 3, FOREMAN SUBDIVISION IN THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA was adopted with a motion by Roth and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 7.D.3. Resolution No. R19-108 accepting a dedication from Foreman Lumber for a drainage easement on Lots 2 and 3, Foreman Subdivision, a minor subdivision of Lot 8, except the north 60 feet, the west 30 feet, and the south 5 feet, Block A, Randall 3rd Addition (3920 23 Street).** Resolution No. R19-108 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DRAINAGE EASEMENT FOR A STORM WATER DETENTION POND FROM FOREMAN LUMBER LOCATED ON THE FOLLOWING DESCRIBED PROPERTY, TO-WIT: LOTS 2 AND 3, FOREMAN SUBDIVISION, A MINOR SUBDIVISION OF LOT 8, EXCEPT THE NORTH 60.00 FEET, THE WEST 30 FEET, AND THE SOUTH 5 FEET, BLOCK "A", RANDALL 3RD ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA was adopted with a motion by Kresha and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 7.E. Public hearing - Application of Lance Lehr for special use permit to allow a campground in a "B-2" (General Commercial District) zone located at**

- 3518 South 9 Street. (Planning Commission recommends approval with contingencies.) (Request received from applicant to continue the public hearing to August 19, 2019.)** The public hearing was continued to August 19, 2019, at 7 p.m. with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 7.F. Public hearing - Application of Meadow Ridge Properties, LLC for final plat and subdivision agreement of Meadow View Addition (south of the intersection of 51 Avenue and 37 Street). (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 7.F.1. Public hearing - Determine whether Meadow View Addition should be included within corporate city limits. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Lohr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 7.F.2. Resolution No. R19-109 approving final plat, subdivision agreement, and bringing addition into corporate city limits.** Resolution No. R19-109 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A TRACT OF LAND LOCATED IN THE NW1/4NE1/4 OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, JACKSON MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S87°58'19"W ON THE NORTH LINE OF SAID JACKSON MEADOWS ADDITION 334.63 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK A OF SAID JACKSON MEADOWS ADDITION; THENCE N02°03'38"W, 278.99 FEET; THENCE N42°56'40"E, 113.13 FEET; THENCE N87°56'58"E, 104.81 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK B, WHISPERING MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N87°58'06"E ON THE SOUTH LINE OF SAID LOT 2, 149.88 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4, CRESTWOOD ACRES OF THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S02°03'03"E ON THE WEST LINE OF SAID BLOCK 4, 359.11 FEET TO THE POINT OF BEGINNING, CONTAINING 2.69 ACRES MORE OR LESS; APPROVING THE PLAT THEREOF, APPROVING THE INCLUSION OF SAID PLAT INTO THE CORPORATE CITY LIMITS OF COLUMBUS, PLATTE COUNTY, NEBRASKA, HEREINAFTER TO BE

KNOWN AS THE MEADOW VIEW ADDITION TO THE CITY COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING AND ACCEPTING THE MEADOW VIEW ADDITION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND MEADOW RIDGE PROPERTIES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY 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 was adopted with a motion by Hiemer and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

- 7.G. Public hearing - Application of Meadow Ridge Properties, LLC for final plat and subdivision agreement of Meadow Ridge Seventh Addition (west and north of the intersection of 42 Street and 54 Avenue). (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 7.G.1. Public hearing - Determine whether Meadow Ridge Seventh Addition should be included within corporate city limits. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 7.G.2. Resolution No. R19-110 approving final plat, subdivision agreement, and bringing addition into corporate city limits.** Resolution No. R19-110 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A TRACT OF LAND LOCATED IN THE N1/2SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE N1/2SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE S02°05'44"E ON THE WEST LINE OF SAID NORTH 1/2, 82.07 FEET; THENCE N88°06'48"E, 558.46 FEET TO THE POINT OF BEGINNING; THENCE N88°06'48"E, 486.01 FEET TO THE NORTHWEST CORNER OF LOT 1, MEADOW RIDGE FIFTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S02°13'22"E ON THE WEST LINE OF SAID MEADOW RIDGE FIFTH ADDITION, 297.98 FEET TO THE SOUTHWEST CORNER OF LOT 4 OF

SAID MEADOW RIDGE FIFTH ADDITION; THENCE S88°07'45"W, 266.00 FEET TO THE NORTHWEST CORNER OF LOT 5, MEADOW RIDGE THIRD ADDITION TO THE CITY OF COLUMBUS, NEBRASKA; THENCE N02°13'23"W ON THE EAST RIGHT-OF-WAY LINE OF 54TH AVENUE, 20.00 FEET; THENCE S88°07'45"W ON THE NORTH LINE OF SAID MEADOW RIDGE THIRD ADDITION, 220.00 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID MEADOW RIDGE THIRD ADDITION; THENCE N02°13'23"W, 277.84 FEET TO THE POINT OF BEGINNING, CONTAINING 3.22 ACRES, MORE OR LESS; APPROVING THE PLAT THEREOF, APPROVING THE INCLUSION OF SAID PLAT INTO THE CORPORATE CITY LIMITS OF COLUMBUS, PLATTE COUNTY, NEBRASKA, HEREINAFTER TO BE KNOWN AS THE MEADOW RIDGE SEVENTH ADDITION TO THE CITY COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING AND ACCEPTING THE MEADOW RIDGE SEVENTH ADDITION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND MEADOW RIDGE PROPERTIES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY 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 was adopted with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

7.H. Public hearing - Application of Meadow Ridge Properties, LLC to rezone property in vicinity of 3500 block of 51 Avenue from "RR" (Rural Residential District) to "R-2" (Urban-Family Residential District). (Planning Commission recommends approval.) No public testimony was heard. The public hearing closed with a motion by Kresha and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

7.H.1. Ordinance No. 19-23 approving rezoning. The rules were suspended and Ordinance No. 19-23 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, UNDER ORDINANCE NO. 96-08, AS AMENDED, DATED MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE NO. 97-17; TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: A TRACT OF LAND LOCATED IN THE NW1/4NE1/4 OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK B,

JACKSON MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S87°58'19"W ON THE NORTH LINE OF SAID JACKSON MEADOWS ADDITION 334.63 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK A OF SAID JACKSON MEADOWS ADDITION; THENCE N02°03'38"W, 278.99 FEET; THENCE N42°56'40"E, 113.13 FEET; THENCE N87°56'58"E, 104.81 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK B, WHISPERING MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N87°58'06"E ON THE SOUTH LINE OF SAID LOT 2, 149.88 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4, CRESTWOOD ACRES OF THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S02°03'03"E ON THE WEST LINE OF SAID BLOCK 4, 359.11 FEET TO THE POINT OF BEGINNING, CONTAINING 2.69 ACRES MORE OR LESS, FROM THE PRESENT ZONING CLASSIFICATION OF "RR" (RURAL RESIDENTIAL DISTRICT) TO "R-2" (URBAN-FAMILY RESIDENTIAL DISTRICT); TO AMEND THE THE ZONING MAP WHICH HAS BEEN ADOPTED BY AND MADE A PART OF SAID COLUMBUS, NEBRASKA LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Jablonski and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent. Ordinance No. 19-23 was adopted with a motion by Jablonski and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

- 7.I. Public hearing - Application of Meadow Ridge Properties, LLC to rezone property in vicinity north of 54 Avenue and west of 42 Street from "RR" (Rural Residential District) to "R-1" (Single-Family Residential District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Hiemer and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 7.I.1. Ordinance No. 19-24 approving rezoning.** The rules were suspended and Ordinance No. 19-24 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, UNDER ORDINANCE NO. 96-08, AS AMENDED, DATED MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE NO. 97-17; TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

A TRACT OF LAND LOCATED IN THE N1/2SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE N1/2SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE S02°05'44"E ON THE WEST LINE OF SAID NORTH 1/2, 82.07 FEET; THENCE N88°06'48"E, 558.46 FEET TO THE POINT OF BEGINNING; THENCE N88°06'48"E, 486.01 FEET TO THE NORTHWEST CORNER OF LOT 1, MEADOW RIDGE FIFTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S02°13'22"E ON THE WEST LINE OF SAID MEADOW RIDGE FIFTH ADDITION, 297.98 FEET TO THE SOUTHWEST CORNER OF LOT 4 OF SAID MEADOW RIDGE FIFTH ADDITION; THENCE S88°07'45"W, 266.00 FEET TO THE NORTHWEST CORNER OF LOT 5, MEADOW RIDGE THIRD ADDITION TO THE CITY OF COLUMBUS, NEBRASKA; THENCE N02°13'23"W ON THE EAST RIGHT-OF-WAY LINE OF 54TH AVENUE, 20.00 FEET; THENCE S88°07'45"W ON THE NORTH LINE OF SAID MEADOW RIDGE THIRD ADDITION, 220.00 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID MEADOW RIDGE THIRD ADDITION; THENCE N02°13'23"W, 277.84 FEET TO THE POINT OF BEGINNING, CONTAINING 3.22 ACRES, MORE OR LESS, FROM THE PRESENT ZONING CLASSIFICATION OF "RR" (RURAL RESIDENTIAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH HAS BEEN ADOPTED BY AND MADE A PART OF SAID COLUMBUS, NEBRASKA LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Lohr and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent. Ordinance No. 19-24 was adopted with a motion by Lohr and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

- 7.J. Public hearing - Citizen's Advisory Review Committee report of activities presented in accord with the Columbus Economic Development Plan.** It was noted that applications for housing were received; however, the Citizen's Advisory Review Committee has encouraged those applicants to apply for funding through rural work force housing first. No public testimony was heard. The public hearing closed with a motion by Kresha and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

- 7.K. Public hearing - Application of Castellanos Moracen dba King Bar for Retail Class "I" Beer, Wine, and Distilled Spirits, On Sale Only liquor license at 4704 Howard Boulevard.** Doris Lux, Central Community College Entrepreneur Director on behalf of the applicant, was available to answer questions. No public testimony was heard. The public hearing closed and the application of King Bar for a Retail Class I liquor license was approved with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 8. PETITIONS AND COMMUNICATIONS:** None
- 9. REPORTS OF CITY OFFICES:** Included in Consent Agenda
- 10. REPORTS OF COUNCIL COMMITTEES:**
- 10.A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - July 8, 2019**
- 10.A.1. Request of Meadow Ridge Properties, LLC to vacate 51 Avenue south of 37 Street.** The Public Property, Safety, and Works Committee recommended to the mayor and council that the street right-of-way vacation of 51 Avenue from the south line of 37 Street to the south line of Meadow View Addition be approved. The report was adopted with a motion by Roth and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 10.B. COMMITTEE OF THE WHOLE - July 15, 2019**
- 10.B.1. Fiscal Year 2019-2020.**
- 10.B.1.a. One Percent Restricted Funds Authority Increase.** The Committee of the Whole recommended to the mayor and council that the Restricted Funds Authority be increased by an additional one percent for Fiscal Year 2019-2020. The report was adopted with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 10.B.1.b. Pay Plan.** The Committee of the Whole recommended to the mayor and council to redraft the pay plan ordinance to show wages in dollars per hour and accept the pay plan with the two and one-half percent increase. The report was adopted with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 10.B.1.c. Fee Schedule.** The Committee of the Whole recommended to the mayor and council that the Schedule of Fees for Fiscal Year 2019-2020 be approved as presented by city staff. The report was adopted with a motion by Kresha and

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

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Application of Meadow Ridge Properties, LLC for preliminary plat of Deer Run Estates Second Subdivision (5800 block of Shady Lake Road). (Planning Commission recommends approval.) The preliminary plat of Deer Run Estates Second Subdivision was approved with a motion by Hiemer and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

13.B. Application of Duncan Volunteer Fire Department for Special Designated Liquor License in parking lot area at 2460 East 1 Avenue, 8 a.m. to 12 midnight, September 7, 2019, for community tailgate party. The application of Duncan Volunteer Fire Department for a Special Designated Liquor License was approved with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

13.C. Application of Cork & Barrel, LLC for addition to licensed premise at 1354 27 Avenue, Suite 50, for 32 ft. x 6 ft. outdoor patio sidewalk seating area. The application of Cork & Barrel, LLC for an addition to their licensed premise was approved with a motion by Bahr and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

13.D. Quote from Lincoln Winwater Company in the amount of \$11,288.36 for water distribution system upgrades. The quote for water distribution system upgrades was awarded to Lincoln Winwater Company with a motion by Augustine-Schulte and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

13.E. Comments from mayor and city council members. Augustine-Schulte commented on the professionalism and courteous conduct of police officers and city staff who assisted a friend of hers following a car accident.

14. RESOLUTIONS:

14.A. Resolution No. R19-111 approving request from Columbus Area Arts Council to use the Columbus Public Library, 2504 14 Street, to serve

- alcohol on August 22, 2019, from 6:30 p.m. to 8:30 p.m. for reception.** Resolution No. R19-111 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING REQUEST OF COLUMBUS AREA ARTS COUNCIL TO USE THE COLUMBUS PUBLIC LIBRARY AT 2504 14 STREET, COLUMBUS, NEBRASKA, TO SERVE ALCOHOL ON THURSDAY, AUGUST 22, 2019, FROM 6:30 P.M. TO 8:30 P.M. FOR A RECEPTION was adopted with a motion by Roth and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 14.A.1. Application of Columbus Area Arts Council for Special Designated Liquor License at 2504 14 Street, 6:30 p.m. to 8:30 p.m. for reception.** The application of Columbus Area Arts Council for a Special Designated Liquor License was approved with a motion by Roth and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 14.B. Resolution No. R19-112 awarding bid to Obrist & Company, Inc. in the amount of \$320,492 for Sewer Extension District No. 45 and Water Extension District No. 63. (48 Avenue from 42 Street to Lost Creek Parkway.)** Resolution No. R19-112 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO OBRIST & COMPANY, INC., IN THE AMOUNT OF \$320,492 FOR SEWER EXTENSION DISTRICT NO. 45 AND WATER EXTENSION DISTRICT NO. 63. (48 AVENUE FROM 42 STREET TO LOST CREEK PARKWAY) was adopted with a motion by Kresha and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 14.C. Resolution No. R19-113 approving bid from VRL Construction dba Rathman-Manning Construction in the amount of \$575,438.55 for Snow Removal Equipment Building at Columbus Municipal Airport.** Resolution No. R19-113 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE BID FROM VLR CONSTRUCTION DBA RATHMAN-MANNING CONSTRUCTION IN THE AMOUNT OF \$575,438.55 FOR THE SNOW REMOVAL EQUIPMENT BUILDING (AIP PROJECT NO. 3-31-0019-008), A COPY OF THE BID TABULATION 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 was adopted with a motion by Hiemer and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

14.D. Resolution No. R19-114 approving agreement with EMS Billing Services, Inc. for ambulance billing and collection services at a rate of 10 percent of amount collected. Resolution No. R19-114 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGREEMENT WITH EMS BILLING SERVICES, INC., FOR AMBULANCE BILLING AND COLLECTION SERVICES AT A RATE OF 10 PERCENT OF AMOUNT COLLECTED, 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 OR IN CONFLICT HERewith was adopted with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, and Roth voted "Aye" and Jablonski voted "Nay". Schilling was absent.

15. ORDINANCES ON FIRST READING:

15.A. Ordinance No. 19-25 creating Sewer Extension District No. 46 (Lost Creek Parkway from 38 Street to west of 10 Avenue). The rules were suspended and Ordinance No. 19-25 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING SANITARY SEWER EXTENSION DISTRICT NO. 46 OF THE CITY OF COLUMBUS, NEBRASKA; DEFINING THE OUTER BOUNDARIES OF SAID DISTRICT; DIRECTING THE CONSTRUCTION OF THE SEWER LINES; PROVIDING FOR PLAN, SPECIFICATIONS, ESTIMATES OF COSTS, AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR THE ASSESSMENT OF COSTS OF SAID IMPROVEMENT AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITED THEREBY TO THE EXTENT OF SAID BENEFITS; PROVIDING OF THE ISSUANCE OF THE DISTRICT WARRANT AND DISTRICT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; 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 Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent. Ordinance No. 19-25 was adopted with a motion by Augustine-Schulte and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

15.A.1. Plans, specifications, and estimate of cost in the amount of \$700,000 for Sewer Extension District No. 46 (Lost Creek Parkway from 38 Street to west of 10 Avenue) and authorization to advertise for bids. (Plans and specifications are on file in the Engineering Department.) The plans, specifications, and estimate of cost for Sewer Extension District No. 46 were approved and staff was authorized to advertise for bids with a motion by Roth

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

16. ORDINANCES ON SECOND READING: None

17. ORDINANCES ON THIRD READING: None

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

18.A. ARL Credit Services. ARL Credit Services - Service \$948.05. Jablonski requested to be excused from discussion on this agenda item because he is an owner of ARL Credit Services and therefore has a conflict of interest. Jablonski was allowed to abstain from voting on this agenda item and the rules requiring him to leave the Council Chambers during discussion and vote were suspended with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Jablonski abstained from voting. Schilling was absent. The bill from ARL Credit Services was approved with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Jablonski abstained from voting. Schilling was absent.

19. UNFINISHED BUSINESS:

19.A. Discussion of legal steps with City Attorney regarding City Code/Zoning Code violations and potential litigation concerning goats on private property. A motion was made by Bahr and seconded by Hiemer to go into closed session. The subject matter to be discussed shall be legal advice from city attorney on potential litigation and code violations concerning goats on private property within the city's jurisdiction, specifically discussion of legal steps with city attorney regarding City Code/Zoning Code violations and potential litigation concerning goats on private property. The reason for going into closed session is for the protection of the public interests and to discuss potential litigation. Mayor James Bulkley, City Attorney Neal Valorz, and City Administrator Tara Vasicek will be included in the closed session. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent. Bulkley announced that the city council voted to go into closed session. The subject matter to be discussed shall be legal advice from city attorney on potential litigation and code violations concerning goats on private property within the city's jurisdiction, specifically discussion of legal steps with city attorney regarding City Code/Zoning Code violations and potential litigation concerning goats on private property. The reason for going into closed session is for the protection of the public interests and to discuss potential litigation. Mayor James Bulkley, City Attorney Neal Valorz, and City Administrator Tara Vasicek will be included in the closed session. The city council went into closed session at 8:03 p.m. The city council

exited closed session at 8:30 p.m. with a motion by Augustine-Schulte and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent. The city administrator was authorized to negotiate with the property owner for two weeks and if no resolution is agreed by both parties, the city council authorizes staff to proceed with litigation with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

- 20. ADJOURNMENT:** The meeting adjourned at 8:32 p.m. with a motion by Jablonski and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

Presented and approved this 5 day of August, 2019.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. R19- 115

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION (NDOT), FOR INSPECTION SERVICES OF THE CITY'S FRACTURE CRITICAL BRIDGES, 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 NDOT is developing a transportation project, on behalf of the city, for which it intends to obtain federal funds; and

WHEREAS, the City of Columbus as a sub-recipient of federal-aid funding is charged with the responsibility of expending said funds in accordance with federal, state, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the federal-aid project; and

WHEREAS, the City of Columbus and the NDOT wish to enter into a Program Agreement to provide for fracture critical bridge inspection and load re-rating (if necessary) services for the federal-aid project; and

WHEREAS, the City of Columbus is committed to providing local funds for the project as required by the Project Program Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with NDOT for inspection services of the city's fracture critical bridges, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the Mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: July 29, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: NDOT-City Agreement for Consultant Inspection and Re-Load Rating on County Fracture Critical Bridges

RECOMMENDATION:

I recommend approval of the Resolution authorizing the Mayor to sign the Nebraska Department of Transportation (NDOT) Agreement for Consultant Inspection and Re-Load Rating on County Fracture Critical Bridges, NDOT Project STP-NBIS(119), CN 01003F, for the Christopher Cove located inside the corporate limits.

DISCUSSION:

The Christopher Cove bridge is NDOT labeled fracture critical which requires inspections and load re-rating every two years. The bridge is eligible for Surface Transportation Program (STP) funding which results in the NDOT paying for 80 percent of the inspection. For efficiency purposes, the NDOT obtains a consultant to perform the inspections of many fracture critical bridges.

FISCAL IMPACT:

The total estimated cost is \$1,556.35 in which the City's 20 percent is \$311.27. The City receives annual NDOT Bridge Allocation Funds which can be used for pay its obligation.

ALTERNATIVE:

Do not approve. Result would be for City to solicit a consulting structural engineer and pay for all of the inspection and load re-rating costs.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

AGREEMENT FOR
CONSULTANT INSPECTION AND RE-LOAD RATING
ON COUNTY FRACTURE CRITICAL BRIDGES

PROJECT NO. STP-NBIS(118)
CONTROL NO. 01003
CITY OF COLUMBUS
STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION
STATEWIDE FRACTURE CRITICAL BRIDGE
INSPECTIONS AND RE-LOAD RATINGS

THIS AGREEMENT, entered into by and between the City of Columbus, hereinafter referred to as the "City", and the State of Nebraska, Department of Transportation, hereinafter referred to as the "State".

WITNESSETH

WHEREAS, certain bridges in said City have been designated as being eligible for Federal-Aid Bridge Replacement funds by the Department of Transportation, Federal Highway Administration, hereinafter call FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, Federal-Aid Bridge Replacement Funds have been made available by Title 23 of the United States code, providing for the inspection and re-load rating (re-load rating is not necessary if bridge condition remains the same) of the fracture critical bridges on its public roads, and

WHEREAS, the Federal share payable on any project provided for by the above mentioned code shall not exceed eighty (80) percent of the eligible engineering for bridge inspection and re-load rating costs thereof, and

WHEREAS, regulations for carrying into effect the provisions of the above mentioned code provide that the Federal share of the cost of such project shall be paid only to the State, and

WHEREAS, the City's share of the proposed project shall be twenty (20) percent of the actual project costs and this share shall be from City funds, and

WHEREAS, the State is willing to obtain Federal approval of the proposed work and Federal funds for the proposed project, with the understanding that no State funds including State-Aid Bridge funds are to be expended on this project, and

WHEREAS, the City has earmarked and will place in its fiscal budget sufficient funds to pay all project costs not paid for by Federal funds; such costs based on twenty (20) percent City participation are currently estimated to be \$383.63, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the City desires the inspection and re-load rating (if necessary) of the fracture critical bridges on its public roads, as evidenced by the Resolution of the City dated the _____ day of _____, 2019, attached hereto, identified as Exhibit "A", and hereby made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. The State and the City agree that the Federal share payable on this project shall not exceed eighty (80) percent of the eligible engineering for bridge inspection and re-load rating (if necessary) costs thereof.

SECTION 2. The State hereby agrees to present this project to the FHWA for its approval, if necessary, and the City understands that no State funds will be expended for this project.

SECTION 3. The State agrees to cause to be performed the inspection and re-load rating (if necessary) of the fracture critical bridges that are due for inspection in 2019 in the City. The State will continue to have jurisdictional responsibility for all public bridges on the State highway system. Further, the State will be responsible for arranging for the inspection by consultants, for the City, on their fracture critical bridges. It is the intent of the parties that this agreement does not shift to the City any jurisdictional responsibility for bridges on the State highway system, and does not shift any duty to the State for jurisdictional responsibility of any bridges off of the State highway system.

SECTION 4. The proposed work of the Consultant shall be performed in accordance with the following publications:

1. AASHTO Manual for Bridge Evaluation (MBE) First Edition 2008.
2. AASHTO Standard Specifications for Highway Bridges, 17th Edition, 2002 (LFD)
3. Minimum Design Standards, 2008, Board of Public Roads Classifications and Standards.
4. Safety Inspection of In-Service Bridges, 2004
5. Fracture Critical Techniques for Steel Bridges, 2006
6. Bridge Inspection Program Manual, 2010
7. Coding Guide for Structure Inventory and Appraisal, published by the State, March 2002.
8. AASHTO LRFD Bridge Design Specifications, 4th Edition, 2007

SECTION 5. The total cost of this work is currently estimated to be \$1,918.14, with the City's twenty (20) percent share being \$383.63. Both parties recognize this is a preliminary estimate and the final costs may well be higher or lower. Costs incurred by the State with respect to the entire project shall be considered as a part of the total cost of the project to be paid out of City and Federal funds. It is also understood that the costs incurred by the State attributable to this project, will not include any administrative cost or expenses of State administrative officials.

Upon full execution of this agreement, the State will invoice the City \$383.63. The City agrees to pay the State within thirty days after receipt of the billing from the State. The final settlement between the State and City will be made following final audits and when final costs have been determined by the State.

SECTION 6. It is further understood that the City's share of the total project costs shall be all costs not paid for by Federal funds. Therefore, if the Federal government refuses to participate in the project or any portion thereof, the City is responsible for full project payment with no cost or expense to the State in such project or portion thereof. Should the project be abandoned before completion, the City will pay all costs incurred by the State prior to such abandonment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this ____ day of _____, 2019.

WITNESS:

CITY OF COLUMBUS
James Bulkley

Clerk

Mayor

EXECUTED by the State this ____ day of _____, 2019.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Jodi Gibson

Local Assistance Division Manager

Firm	Structure No.	Location, Feature Intersected	County/ Location	Who is paying for Inspection ?
Schemmer	U054515315P	CAMINO REAL @ 22ND ST at CRISTOPHERS COVE LAKE	Platte	Columbus

RESOLUTION NO. R19- 116

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH ADAM LABORDE IN AN AMOUNT NOT TO EXCEED \$24,500 FOR A 12 MONTH SERVICE AGREEMENT PROVIDING SUPPORT SERVICES FOR GEOGRAPHICAL INFORMATION SYSTEM, 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 IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Adam LaBorde in an amount not to exceed \$24,500 for a 12 month service agreement providing support services for Geographic Information System, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: June 11, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Geographical Information System Support Services Agreement

RECOMMENDATION:

I recommend approval of the Geographical Information System (GIS) Support Services Agreement with Adam LaBorde for a one-year period to allow the needed support services related to the ArcGIS system used by several City departments.

DISCUSSION:

Provides administration and maintenance of the City's ArcGIS Enterprise components, ArcGIS server, and Enterprise Geodatabase. Includes assistance to the Engineering and IT Departments for any GIS application upgrades or additions. Services include bi-weekly maintenance optimization, log reviews, resource usage, geodatabase compression, and related services.

The system is administered and maintained by the Engineering Department.

FISCAL IMPACT:

Hourly not to exceed \$24,500 which is part of the 2018-2019 budget for annual computer maintenance support services.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: _____

Richard J. Bogus

Approved By: _____

Tara Vasicek

July 16, 2019

Richard Bogus
City Engineer
City of Columbus, NE
2424 14th St.
P.O. Box 1677
Columbus, NE 68602-1677

Dear Mr. Bogus,

Re: GIS Services Quote

I'm writing to express my interest in providing GIS Services supporting the City of Columbus. I have included a brief statement of work and pricing for this project.

It would be my pleasure to provide services to the City of Columbus once again!

Sincerely,

A handwritten signature in black ink that reads "Adam LaBorde". The signature is written in a cursive style and is enclosed within a thin black rectangular border.

Adam LaBorde
GIS Contractor
m: 909-496-8500
p: 402-408-6693
e: alaborde@gmail.com

I. Project Background and History

The City of Columbus, NE currently has a working GIS, consisting of ArcGIS Desktop, ArcGIS Server, Enterprise Geodatabase (formerly ArcSDE) and miscellaneous applications, and personnel actively utilizing the GIS. The City of Columbus requires additional GIS assistance to ensure their GIS is functioning properly and to further their GIS efforts and functionality.

II. Scope of Services

The following tasks will be conducted by Adam LaBorde as the City of Columbus' GIS Contractor either on regular intervals or as-needed at the request of the City of Columbus.

GIS Support Services

The GIS Contractor will provide GIS Support Services, as-needed, to the City of Columbus' GIS personnel. The GIS Support Services will include the City of Columbus' current GIS system, applications and data and any future additions/changes.

The GIS Contractor will provide support within twenty-four (24) hours of a request made by either phone or email.

Future GIS Projects

The GIS Contractor is available to provide support for any future GIS projects that the City of Columbus requires. The GIS Contractor and the City of Columbus' GIS staff will meet monthly to discuss current GIS initiatives and assist with the planning of future initiatives.

ArcGIS Upgrades

The GIS Contractor will conduct and/or assist with the upgrade of the City of Columbus' GIS applications if/when necessary. The GIS Contractor will work directly with the City of Columbus' GIS and IT personnel to plan for all aspects of the upgrade to ensure smooth and efficient execution and prevent any unplanned or unnecessary GIS outages.

ArcGIS Enterprise Administration and Maintenance

The City of Columbus requires administration and maintenance of their ArcGIS Enterprise components, ArcGIS Server and Enterprise Geodatabase. The GIS Contractor will conduct the following tasks on a bi-weekly basis, unless usage and the City of Columbus' GIS staff require a more frequent interval.

A. ArcGIS Server Administration and Maintenance

ArcGIS Server administration is required to insure the optimal performance of the City of Columbus' ArcGIS Server environment and the web application(s) that rely on it. The administration allows the City of Columbus' internal and external customers to receive the ideal user experience.

Tasks:

- ArcGIS Server Configuration
 - Review ArcGIS Server logs to determine if there are any issues.
 - Review use of system resources on the ArcGIS Server machine.
- Map Services
 - Review current map services to determine the amount of resources used and ensure they have been optimized based on Esri standards.
 - Adjust existing map services when necessary.
 - Create new map services (if necessary).

B. Enterprise Geodatabase Administration and Maintenance

The Enterprise Geodatabase (formerly ArcSDE) requires routine administration and maintenance to ensure proper function, performance and to prevent data loss and/or corruption.

Tasks:

- Versions
 - The GIS Contractor will recommend version management procedures and hierarchy based on Esri best practices and the expected use of the City of Columbus staff.
- Maintenance Scripts
 - Geodatabase compress - Compressing the geodatabase improves performance by cleaning up various version states and fully commits database transactions (edits).
 - Create and delete versions - This procedure is required to completely compress the geodatabase.
 - Automatic reconcile and post of versions (if necessary) - Automatically reconciling and posting versions allows edits to be added to the various versions making them identical. This can be done automatically but if there are multiple editors, the process can be switched to a manual procedure to allow a version manager to review the different edits before accepting them.
- Geodatabase Backup
 - To prevent loss of data, the most essential and valuable component of a GIS, Enterprise Geodatabase backups are required. The GIS Contractor will work with the City of Columbus' IT staff to verify and plan the database backup schedule and automate backup scripts.

Deliverables

- Monthly Status Report
- Project specific deliverables

Assumptions

- The GIS Contractor will be provided remote access, via Virtual Private Network (VPN), to the City of Columbus' network and GIS servers. All necessary GIS administration accounts will also be provided.
- The City of Columbus' IT and GIS personnel will be available to provide assistance to the GIS Contractor should there be any issues connecting to the network or servers.
- The GIS Contractor will be provided access to the City of Columbus' ArcGIS licensing and applications in order to conduct project work. The GIS Contractor will coordinate with the GIS personnel before using any application or licensing to ensure no disruption in their daily tasks.

III. Pricing

Adam LaBorde proposes a time and materials contract with a not to exceed price of **\$24,500** to complete this project.

Resource	Resource Position	Hours	Billing Rate	TOTAL COST
Adam LaBorde	GIS Contractor	245	\$100.00/hr	\$24,500

The City of Columbus will be billed at fifteen (15) minute increments for completed work. As stated above, the City will be billed a minimum of \$400.00 per month, based on four (4) hours of routine ArcGIS Enterprise Administration and Maintenance.

IV. Acceptance of Terms

The GIS Services contract will be completed as a time and materials contract subject only to modifications as requested by the City of Columbus and mutually agreed to by the City of Columbus and the GIS Contractor. This contract will expire one (1) year after signature acceptance. The contract can be terminated by either the City of Columbus or the GIS Contractor, for any reason, with sixty (60) days prior written notice.

Invoices will be submitted monthly to the City of Columbus and will be based on each of the tasks, as set forth above. The City of Columbus will pay all invoices within forty-five (45) days following its receipt of the applicable invoice.

Acceptance of the above terms is indicated once this document is signed by all parties.

Adam LaBorde

City of Columbus, NE



Signature: _____

Signature: _____

Print: Adam LaBorde

Print: _____

Title: GIS Contractor

Title: _____

Date: 7/16/2019

Date: _____

Quotation Terms and Conditions

This confidential quotation is valid for one (1) year from the date listed at the beginning of the quote. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Adam LaBorde.

RESOLUTION NO. R19- 117

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	\$455,439.22
Cather and Sons Construction, Inc.	Asphalt Paving Improve	\$ 27,568.21
Eriksen Construction Co., Inc.	WWTF Phase 4	\$297,743.58

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	\$455,439.22
Cather and Sons Construction, Inc.	Asphalt Paving Improve	\$ 27,568.21
Eriksen Construction Co., Inc.	WWTF Phase 4	\$297,743.58

that the respective Special Engineer has prepared and filed with the City Clerk a certificate of progress respecting said improvements, copies of which are attached and are hereby incorporated herein by reference and made a part hereof as if fully set forth herein; and that pursuant to said contract, the plans, specifications, and said certificate of progress, there is due the respective contractor on account the amount as set forth in the attached

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the said improvements in the aforesaid districts and projects and the respective certificate of progress be and are hereby accepted and adopted; that a check be issued and made payable to the respective contractor in the amount and in the manner as set forth in the respective certificate of progress; that each check shall be drawn on the appropriate and respective fund; that each check shall be redeemed and paid upon collection of special assessments and sale of various purpose bonds at the completion of each of said districts and projects.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

AIA Type Document
Application and Certification for Payment

COPY Page 1 of 4

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

PROJECT: COLUMBUS FIRE STATION
COLUMBUS, NE 68601

APPLICATION NO: 11
PERIOD TO: 6/30/2019

DISTRIBUTION
TO:
 OWNER
 ARCHITECT
 CONTRACTOR

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

VIA (ARCHITECT): Williams Spurgeon Kuhl & Freshnock
110 Armour Road
North Kansas City, MO 64116

ARCHITECT'S
PROJECT NO: 17081

CONTRACT FOR: Construction Manager At Risk

CONTRACT DATE: 1/2/2018

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.

1. ORIGINAL CONTRACT SUM	\$	7,634,360.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	7,634,360.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	2,825,779.06
5. RETAINAGE:		
a. 10.00 % of Completed Work	\$	261,577.92
b. 10.00 % of Stored Material	\$	21,000.00
Total retainage (Line 5a + 5b)	\$	282,577.92
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	2,543,201.14
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	2,087,761.92
8. CURRENT PAYMENT DUE	\$	455,439.22
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	5,091,158.86

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
TOTALS	0.00	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: B-D Construction, Inc.
2154 East 32nd Avenue Columbus, NE 68601

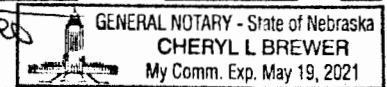
By: Bryan L. Kearney / Treasurer Date: 6.28.19

State of: NE

County of: Platte

Subscribed and Sworn to before me this 28th Day of June 20 19

Notary Public: Cheryl L Brewer
My Commission Expires: May 19, 2021



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: \$ 455,439.22

(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: WSPK Architects Inc
By: [Signature] Date: 7.2.19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[Signature] 7/24/19

COPY

APPLICATION and CERTIFICATE for PAYMENT

To: _____ Project: _____ Application No: 3rd/Final Distribution to: _____
 App. Date: 7/19/19 J OWNER
 J CONSTRUCTION MGR.
 Period to: J ARCHITECT/ENGINEER
 X CONTRACTOR
 J OTHER
 From: Richard Bogus
 Project Nos: J
 Contract Date: _____
 Cather and Sons Construction, Inc
 Contract For: Asphalt Paving Improvements 2019 Via Engineer: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

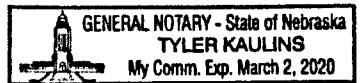
Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

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

1. ORIGINAL CONTRACT SUM	\$ 263,018.80
2. Net Change by Change Orders/run on qty	\$ 22,663.25
3. CONTRACT SUM TO DATE	\$ 275,682.05
4. TOTAL COMPLETED AND STORED TO DATE	\$ 275,682.05
5. RETAINAGE:	
a. 10% of Completed Work	\$ -
b. 10% of Stored Material	
Total Retainage	\$ -
6. TOTAL EARNED LESS RETAINAGE	\$ 248,183.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 248,183.22
8. CURRENT PAYMENT DUE	\$ 27,568.21
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ -

CONTRACTOR:
 BY: [Signature] DATE: 7-24-2019
 State of: NEBRASKA County of: LANCASTER
 Subscribed and sworn before me this 24th day of July 2019

Justin Engling personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me the contents of this document are truthful and accurate to the best of his knowledge and belief.
 Notary Public: [Signature]



My Commission expires: 03/02/2020

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 \$ 27,568.21

(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.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

ARCHITECT:
 BY: [Signature] DATE: 7/25/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

COPY



Contractor's Application and Certificate for Payment

To (Owner): City of Columbus, NE	From (Contractor): Eriksen Construction Co., Inc.	Via (Engineer): Amit Shrivastava (HDR)
Owner's Project No.:	Contractor Project No.: 684	Engineer's Project No.: 10061621
For (Contract): Wastewater Treatment Facility - Phase 4 Improvements	Application No.: 10	Application Period: 07/01/19 to 07/31/19

Application for Payment

Change Order Summary

Change Orders Approved by Owner:			1. ORIGINAL CONTRACT PRICE	8,850,686.00
Number	Date Approved	Additions	Deductions	2. Net change by Change Orders
				3. CONTRACT SUM TO DATE (Line 1 ± 2)
				8,850,686.00
				4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)
				5,300,533.02
				5. RETAINAGE: (10% of Completed Work and Stored Material - See Attached)
				530,053.30
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)
				4,770,479.72
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Certificate)
				4,472,736.14
				8. AMOUNT DUE THIS APPLICATION
				297,743.58
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Page 2 of 3 + Line 5 above (Retainage))
				4,080,206.28
Change Orders Approved for Allowance Modifications				
1	12/13/18	\$ 16,011.00		
2				
3				
4				
5				
TOTALS		\$ 16,011.00	\$ -	
NET CHANGE TO CONTRACT BY CHANGE ORDERS			\$ -	
NET CHANGE TO ALLOWANCE BY CHANGE ORDERS			\$ 16,011.00	
ALLOWANCE REMAINING :			\$ 83,989.00	

Contractor's Certification

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

Contractor: Eriksen Construction Company, Inc.

By: *Casey Ackermann* Date: 7/25/19
Casey Ackermann

Payment of: \$ 297,743.58 is recommended
HDR
By: *Amit Shrivastava* Date: 07/26/19

Payment of: \$ 297,743.58 is recommended
City of Columbus
By: *Hubert W. Ryan* Date: 7/29/19

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Net Inv/Chks
00501	AMAZON	N	(35) 7,419.18	(0) 0.00	7,419.18
03119	B-D CONSTRUCTION INC	N	(1) 455,439.22	(0) 0.00	455,439.22
10220	CAPITAL CITY CONCEPTS LLC	N	(1) 19,000.00	(0) 0.00	19,000.00
03090	CATHER & SONS CONSTRUCTION INC	N	(1) 27,568.21	(0) 0.00	27,568.21
00006	CONSOLIDATED WATER SOLUTIONS	N	(1) 5,850.00	(0) 0.00	5,850.00
00939	ERIKSEN CONSTRUCTION CO INC	N	(1) 297,743.58	(0) 0.00	297,743.58
00053	GILMORE & ASSOCIATES	N	(1) 7,340.00	(0) 0.00	7,340.00
03185	HDR ENGINEERING INC	N	(2) 90,795.65	(0) 0.00	90,795.65
00532	JEO CONSULTING GROUP INC	N	(3) 7,352.50	(0) 0.00	7,352.50
00572	NE DEPT OF TRANSPORTATION	N	(2) 47,384.56	(0) 0.00	47,384.56
00038	NMC EXCHANGE LLC	N	(2) 25,970.00	(0) 0.00	25,970.00
03171	OFFICENET	N	(32) 16,000.30	(0) 0.00	16,000.30
10221	PITNEY BOWES	N	(1) 8,857.35	(0) 0.00	8,857.35
01596	RVW INC	N	(3) 18,703.32	(0) 0.00	18,703.32
03268	SAPP BROS PETROLEUM INC	N	(12) 20,241.27	(0) 0.00	20,241.27
02679	SCG CONSULTING SERVICES LLC	Y	(1) 5,216.00	(0) 0.00	5,216.00
01394	SIRIUS COMPUTER SOLUTIONS INC.	N	(1) 30,600.00	(0) 0.00	30,600.00
00110	SYSCO LINCOLN	N	(11) 12,087.02	(0) 0.00	12,087.02
00313	T-BONE FUEL DELIVERY	N	(2) 6,726.44	(0) 0.00	6,726.44
00215	ZIMCO SUPPLY CO	N	(2) 8,097.50	(0) 0.00	8,097.50
Grand Totals:			Total: 115 1,118,392.10	Total: 0 0.00	

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37264	911 CUSTOM LLC	07/12/2019	08/06/2019	718.00	718.00	Open	N
37470	ACCESS DATA GROUP INC	07/15/2019	08/06/2019	3,081.36	3,081.36	Open	N
37270	ACE HARDWARE & GARDEN CNT	07/15/2019	08/06/2019	34.97	34.97	Denied	N
37271	ACE HARDWARE & GARDEN CNT	07/15/2019	08/06/2019	32.15	32.15	Open	N
37272	ACE HARDWARE & GARDEN CNT	07/12/2019	08/06/2019	27.26	27.26	Open	N
37273	ACE HARDWARE & GARDEN CNT	07/15/2019	08/06/2019	25.66	25.66	Open	N
37274	ACE HARDWARE & GARDEN CNT	07/10/2019	08/06/2019	43.97	43.97	Denied	N
37275	ACE HARDWARE & GARDEN CNT	07/10/2019	08/06/2019	6.98	6.98	Open	N
37276	ACE HARDWARE & GARDEN CNT	07/11/2019	08/06/2019	13.18	13.18	Open	N
37277	ACE HARDWARE & GARDEN CNT	07/11/2019	08/06/2019	25.67	25.67	Open	N
37278	ACE HARDWARE & GARDEN CNT	05/30/2019	08/06/2019	0.00	0.00	Void	N
37279	ACE HARDWARE & GARDEN CNT	07/15/2019	08/06/2019	21.25	21.25	Open	N
37280	ACE HARDWARE & GARDEN CNT	07/10/2019	08/06/2019	63.98	63.98	Open	N
37281	ACE HARDWARE & GARDEN CNT	07/12/2019	08/06/2019	13.74	13.74	Open	N
37282	ACE HARDWARE & GARDEN CNT	07/11/2019	08/06/2019	37.99	37.99	Open	N
37324	ACE HARDWARE & GARDEN CNT	07/09/2019	08/06/2019	9.57	9.57	Open	N
37325	ACE HARDWARE & GARDEN CNT	06/26/2019	08/06/2019	60.97	60.97	Open	N
37326	ACE HARDWARE & GARDEN CNT	06/27/2019	08/06/2019	27.98	27.98	Open	N
37327	ACE HARDWARE & GARDEN CNT	06/27/2019	08/06/2019	3.99	3.99	Open	N
37328	ACE HARDWARE & GARDEN CNT	06/28/2019	08/06/2019	16.58	16.58	Denied	N
37329	ACE HARDWARE & GARDEN CNT	06/28/2019	08/06/2019	24.99	24.99	Open	N
37330	ACE HARDWARE & GARDEN CNT	06/26/2019	08/06/2019	7.76	7.76	Open	N
37331	ACE HARDWARE & GARDEN CNT	06/27/2019	08/06/2019	11.97	11.97	Open	N
37332	ACE HARDWARE & GARDEN CNT	06/27/2019	08/06/2019	11.98	11.98	Open	N
37333	ACE HARDWARE & GARDEN CNT	06/26/2019	08/06/2019	9.99	9.99	Open	N
37334	ACE HARDWARE & GARDEN CNT	06/27/2019	08/06/2019	80.52	80.52	Open	N
37335	ACE HARDWARE & GARDEN CNT	07/02/2019	08/06/2019	27.54	27.54	Open	N
37336	ACE HARDWARE & GARDEN CNT	07/09/2019	08/06/2019	31.99	31.99	Open	N
37337	ACE HARDWARE & GARDEN CNT	07/09/2019	08/06/2019	39.90	39.90	Open	N
37338	ACE HARDWARE & GARDEN CNT	06/27/2019	08/06/2019	5.99	5.99	Open	N
37339	ACE HARDWARE & GARDEN CNT	07/15/2019	08/06/2019	10.35	10.35	Open	N
37345	ACE HARDWARE & GARDEN CNT	07/16/2019	08/06/2019	24.35	24.35	Open	N
37416	ACE HARDWARE & GARDEN CNT	07/09/2019	08/06/2019	4.99	4.99	Open	N
37482	ACE HARDWARE & GARDEN CNT	07/18/2019	08/06/2019	75.94	75.94	Open	N
37483	ACE HARDWARE & GARDEN CNT	07/17/2019	08/06/2019	2.44	2.44	Open	N
37485	ACE HARDWARE & GARDEN CNT	07/22/2019	08/06/2019	51.86	51.86	Open	N
37486	ACE HARDWARE & GARDEN CNT	07/22/2019	08/06/2019	1.98	1.98	Open	N
37487	ACE HARDWARE & GARDEN CNT	07/18/2019	08/06/2019	19.96	19.96	Open	N
37488	ACE HARDWARE & GARDEN CNT	07/18/2019	08/06/2019	26.31	26.31	Open	N
37489	ACE HARDWARE & GARDEN CNT	07/18/2019	08/06/2019	12.80	12.80	Open	N
37490	ACE HARDWARE & GARDEN CNT	07/18/2019	08/06/2019	4.99	4.99	Open	N
37491	ACE HARDWARE & GARDEN CNT	07/15/2019	08/06/2019	7.95	7.95	Open	N
37492	ACE HARDWARE & GARDEN CNT	06/28/2019	08/06/2019	19.47	19.47	Open	N
37493	ACE HARDWARE & GARDEN CNT	06/28/2019	08/06/2019	8.08	8.08	Open	N
37494	ACE HARDWARE & GARDEN CNT	06/28/2019	08/06/2019	35.90	35.90	Open	N
37495	ACE HARDWARE & GARDEN CNT	07/17/2019	08/06/2019	16.58	16.58	Open	N
37496	ACE HARDWARE & GARDEN CNT	07/18/2019	08/06/2019	13.98	13.98	Open	N

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37538	ACE HARDWARE & GARDEN CNT	07/23/2019	08/06/2019	45.95	45.95	Open	N
37547	ACE HARDWARE & GARDEN CNT	07/23/2019	08/06/2019	29.99	29.99	Open	N
37548	ACE HARDWARE & GARDEN CNT	07/23/2019	08/06/2019	2.99	2.99	Open	N
37589	ACE HARDWARE & GARDEN CNT	07/24/2019	08/06/2019	5.99	5.99	Open	N
37590	ACE HARDWARE & GARDEN CNT	07/24/2019	08/06/2019	66.56	66.56	Open	N
37591	ACE HARDWARE & GARDEN CNT	07/24/2019	08/06/2019	10.68	10.68	Open	N
37592	ACE HARDWARE & GARDEN CNT	07/24/2019	08/06/2019	7.70	7.70	Open	N
37597	ACE HARDWARE & GARDEN CNT	07/25/2019	08/06/2019	14.90	14.90	Open	N
37753	ACE HARDWARE & GARDEN CNT	07/22/2019	08/06/2019	5.59	5.59	Open	N
37827	ACE HARDWARE & GARDEN CNT	06/28/2019	08/06/2019	16.58	16.58	Open	N
37865	ACE HARDWARE & GARDEN CNT	07/16/2019	08/06/2019	34.84	34.84	Open	N
37866	ACE HARDWARE & GARDEN CNT	07/03/2019	08/06/2019	4.49	4.49	Open	N
37867	ACE HARDWARE & GARDEN CNT	07/01/2019	08/06/2019	24.99	24.99	Open	N
37868	ACE HARDWARE & GARDEN CNT	07/09/2019	08/06/2019	56.94	56.94	Open	N
37912	ACE HARDWARE & GARDEN CNT	07/10/2019	08/06/2019	43.97	43.97	Open	N
37913	ACE HARDWARE & GARDEN CNT	07/15/2019	08/06/2019	34.97	34.97	Open	N
Total for vendor 00116 - ACE HARDWARE & GARDEN CNT:				1,463.58	1,463.58		
37185	ADVANCE AUTO PARTS	07/06/2019	08/06/2019	15.15	15.15	Open	N
37387	ADVANCE AUTO PARTS	07/01/2019	08/06/2019	93.81	93.81	Open	N
37388	ADVANCE AUTO PARTS	07/02/2019	08/06/2019	23.97	23.97	Open	N
37389	ADVANCE AUTO PARTS	07/09/2019	08/06/2019	21.17	21.17	Open	N
37766	ADVANCE AUTO PARTS	07/23/2019	08/06/2019	147.38	147.38	Open	N
37767	ADVANCE AUTO PARTS	07/25/2019	08/06/2019	44.65	44.65	Open	N
37869	ADVANCE AUTO PARTS	07/29/2019	08/06/2019	53.26	53.26	Open	N
Total for vendor 00180 - ADVANCE AUTO PARTS:				399.39	399.39		
37594	AG SPRAY EQUIPMENT	07/23/2019	08/06/2019	225.20	225.20	Open	N
37892	AG SPRAY EQUIPMENT	07/09/2019	08/06/2019	18.26	18.26	Open	N
Total for vendor 00102 - AG SPRAY EQUIPMENT:				243.46	243.46		
37595	AJ BLOEBAUM ELECTRIC LLC	07/16/2019	08/06/2019	432.50	432.50	Open	N
37596	AJ BLOEBAUM ELECTRIC LLC	07/16/2019	08/06/2019	109.50	109.50	Open	N
Total for vendor 02122 - AJ BLOEBAUM ELECTRIC LLC:				542.00	542.00		
37768	ALLEY POYNER MACCHIETTO	07/17/2019	08/06/2019	1,493.30	1,493.30	Open	N
37432	AMAZON	06/07/2019	08/06/2019	26.96	26.96	Open	N
37433	AMAZON	06/19/2019	08/06/2019	9.88	9.88	Open	N
37434	AMAZON	06/19/2019	08/06/2019	41.62	41.62	Open	N
37435	AMAZON	06/19/2019	08/06/2019	30.90	30.90	Open	N
37436	AMAZON	06/29/2019	08/06/2019	58.12	58.12	Open	N
37437	AMAZON	07/05/2019	08/06/2019	82.87	82.87	Open	N
37509	AMAZON	06/17/2019	08/06/2019	127.49	127.49	Open	N
37510	AMAZON	06/17/2019	08/06/2019	36.00	36.00	Open	N
37511	AMAZON	06/17/2019	08/06/2019	1,726.97	1,726.97	Open	N
37512	AMAZON	07/03/2019	08/06/2019	997.35	997.35	Open	N
37513	AMAZON	07/05/2019	08/06/2019	961.73	961.73	Open	N

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37514	AMAZON	07/03/2019	08/06/2019	120.94	120.94	Open	N
37515	AMAZON	06/21/2019	08/06/2019	66.44	66.44	Open	N
37516	AMAZON	06/27/2019	08/06/2019	53.97	53.97	Open	N
37517	AMAZON	07/03/2019	08/06/2019	45.94	45.94	Open	N
37518	AMAZON	06/17/2019	08/06/2019	890.27	890.27	Open	N
37519	AMAZON	07/08/2019	08/06/2019	130.98	130.98	Open	N
37520	AMAZON	07/09/2019	08/06/2019	348.50	348.50	Open	N
37570	AMAZON	06/18/2019	08/06/2019	(34.38)	(34.38)	Open	N
37571	AMAZON	06/25/2019	08/06/2019	(23.43)	(23.43)	Open	N
37572	AMAZON	06/25/2019	08/06/2019	(23.43)	(23.43)	Open	N
37573	AMAZON	07/01/2019	08/06/2019	210.98	210.98	Open	N
37574	AMAZON	07/02/2019	08/06/2019	44.99	44.99	Open	N
37575	AMAZON	07/02/2019	08/06/2019	39.14	39.14	Open	N
37576	AMAZON	07/03/2019	08/06/2019	28.80	28.80	Open	N
37577	AMAZON	07/08/2019	08/06/2019	105.00	105.00	Open	N
37578	AMAZON	06/12/2019	08/06/2019	74.70	74.70	Open	N
37579	AMAZON	06/12/2019	08/06/2019	31.27	31.27	Open	N
37580	AMAZON	06/04/2019	08/06/2019	68.07	68.07	Open	N
37581	AMAZON	06/11/2019	08/06/2019	24.31	24.31	Open	N
37582	AMAZON	06/11/2019	08/06/2019	38.56	38.56	Open	N
37583	AMAZON	06/17/2019	08/06/2019	81.17	81.17	Open	N
37584	AMAZON	06/11/2019	08/06/2019	39.78	39.78	Open	N
37585	AMAZON	06/14/2019	08/06/2019	618.43	618.43	Open	N
37586	AMAZON	06/11/2019	08/06/2019	338.29	338.29	Open	N
Total for vendor 00501 - AMAZON:				7,419.18	7,419.18		
37186	AMERICAN FENCE COMPANY INC.	06/27/2019	08/06/2019	647.47	647.47	Open	N
37789	AMERICAN LOCKER	07/29/2019	08/06/2019	1,640.00	1,640.00	Open	N
37593	AMERICAN RED CROSS	07/17/2019	08/06/2019	114.00	114.00	Open	N
37442	AQUA-CHEM INC	07/09/2019	08/06/2019	2,963.00	2,963.00	Open	N
37443	AQUA-CHEM INC	07/10/2019	08/06/2019	215.00	215.00	Open	N
37806	AQUA-CHEM INC	07/24/2019	08/06/2019	1,766.90	1,766.90	Open	N
Total for vendor 00418 - AQUA-CHEM INC:				4,944.90	4,944.90		
37773	B-D CONSTRUCTION INC	06/30/2019	08/06/2019	455,439.22	455,439.22	Open	N
37311	BEHLEN TOWING LLC	07/02/2019	08/06/2019	90.00	90.00	Open	N
37312	BEHLEN TOWING LLC	07/06/2019	08/06/2019	90.00	90.00	Open	N
37313	BEHLEN TOWING LLC	07/07/2019	08/06/2019	90.00	90.00	Open	N
37314	BEHLEN TOWING LLC	07/11/2019	08/06/2019	135.00	135.00	Open	N
37343	BEHLEN TOWING LLC	07/16/2019	08/06/2019	90.00	90.00	Open	N
37598	BEHLEN TOWING LLC	07/23/2019	08/06/2019	90.00	90.00	Open	N
37765	BEHLEN TOWING LLC	07/25/2019	08/06/2019	90.00	90.00	Open	N
37788	BEHLEN TOWING LLC	07/27/2019	08/06/2019	370.00	370.00	Open	N
Total for vendor 00461 - BEHLEN TOWING LLC:				1,045.00	1,045.00		
37409	BIG RED PRINTING	07/15/2019	08/06/2019	770.73	770.73	Open	N
37410	BIG RED PRINTING	07/16/2019	08/06/2019	209.02	209.02	Open	N

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Total for vendor 03126 - BIG RED PRINTING:				979.75	979.75		
37775	BLACKBAG TECHNOLOGIES	07/25/2019	08/06/2019	650.00	650.00	Open	N
37904	BLAZER LLC	07/25/2019	08/06/2019	175.00	175.00	Open	N
37286	BOMGAARS	07/10/2019	08/06/2019	40.55	40.55	Open	N
37287	BOMGAARS	07/11/2019	08/06/2019	36.98	36.98	Open	N
37288	BOMGAARS	07/10/2019	08/06/2019	54.49	54.49	Open	N
37340	BOMGAARS	07/09/2019	08/06/2019	29.93	29.93	Open	N
37341	BOMGAARS	07/08/2019	08/06/2019	10.99	10.99	Open	N
37417	BOMGAARS	07/16/2019	08/06/2019	12.77	12.77	Open	N
37500	BOMGAARS	07/22/2019	08/06/2019	56.77	56.77	Open	N
37501	BOMGAARS	07/19/2019	08/06/2019	49.99	49.99	Open	N
37546	BOMGAARS	06/26/2019	08/06/2019	3.49	3.49	Open	N
37894	BOMGAARS	07/22/2019	08/06/2019	6.17	6.17	Open	N
37895	BOMGAARS	07/23/2019	08/06/2019	3.98	3.98	Open	N
37896	BOMGAARS	07/25/2019	08/06/2019	20.06	20.06	Open	N
37897	BOMGAARS	07/25/2019	08/06/2019	4.62	4.62	Open	N
37898	BOMGAARS	07/30/2019	08/06/2019	6.70	6.70	Open	N
37899	BOMGAARS	07/30/2019	08/06/2019	44.13	44.13	Open	N
37902	BOMGAARS	07/30/2019	08/06/2019	11.48	11.48	Denied	N
37903	BOMGAARS	07/30/2019	08/06/2019	169.99	169.99	Open	N
Total for vendor 00337 - BOMGAARS:				563.09	563.09		
37497	BOSWELL DAVID D	07/11/2019	08/06/2019	162.40	162.40	Open	N
37599	BOUND TREE MEDICAL LLC	07/23/2019	08/06/2019	750.03	750.03	Open	N
37769	BOUND TREE MEDICAL LLC	07/25/2019	08/06/2019	48.87	48.87	Open	N
Total for vendor 00240 - BOUND TREE MEDICAL LLC:				798.90	798.90		
37498	BULLSEYE FIRE SPRINKLER INC	07/17/2019	08/06/2019	310.00	310.00	Open	N
37499	BULLSEYE FIRE SPRINKLER INC	07/17/2019	08/06/2019	360.00	360.00	Denied	N
37529	BULLSEYE FIRE SPRINKLER INC	07/17/2019	08/06/2019	360.00	360.00	Open	N
Total for vendor 00452 - BULLSEYE FIRE SPRINKLER INC:				1,030.00	1,030.00		
37607	CAPITAL CITY CONCEPTS LLC	07/09/2019	08/06/2019	19,000.00	19,000.00	Open	N
37774	CATHER & SONS CONSTRUCTION INC	07/19/2019	08/06/2019	27,568.21	27,568.21	Open	N
37310	CAT'S PRO MOW	07/16/2019	08/06/2019	200.00	200.00	Open	N
37204	CENTER FOR MUNICIPAL SOLUTIONS	02/01/2019	08/06/2019	525.00	525.00	Open	N
37205	CENTER FOR MUNICIPAL SOLUTIONS	02/01/2019	08/06/2019	525.00	525.00	Open	N
37206	CENTER FOR MUNICIPAL SOLUTIONS	02/01/2019	08/06/2019	525.00	525.00	Open	N
37214	CENTER FOR MUNICIPAL SOLUTIONS	02/01/2019	08/06/2019	525.00	525.00	Open	N
Total for vendor 02551 - CENTER FOR MUNICIPAL SOLUTIONS:				2,100.00	2,100.00		
37408	CENTER POINT LARGE PRINT	06/27/2019	08/06/2019	12.62	12.62	Open	N
37603	CENTER POINT LARGE PRINT	07/01/2019	08/06/2019	85.08	85.08	Open	N
Total for vendor 01209 - CENTER POINT LARGE PRINT:				97.70	97.70		
37602	CENTRAL COMMUNITY COLLEGE	07/22/2019	08/06/2019	55.00	55.00	Open	N

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37872	CENTRAL COMMUNITY COLLEGE	07/19/2019	08/06/2019	15.00	15.00	Open	N
	Total for vendor 03136 - CENTRAL COMMUNITY COLLEGE:			70.00	70.00		
37192	CENTRAL PARTS & MACHINE	07/11/2019	08/06/2019	11.84	11.84	Open	N
37255	CENTRAL PARTS & MACHINE	07/08/2019	08/06/2019	25.30	25.30	Open	N
37262	CENTRAL PARTS & MACHINE	07/09/2019	08/06/2019	27.80	27.80	Open	N
37357	CENTRAL PARTS & MACHINE	07/11/2019	08/06/2019	306.43	306.43	Open	N
37359	CENTRAL PARTS & MACHINE	07/12/2019	08/06/2019	689.00	689.00	Open	N
37386	CENTRAL PARTS & MACHINE	07/09/2019	08/06/2019	15.65	15.65	Open	N
37412	CENTRAL PARTS & MACHINE	07/16/2019	08/06/2019	49.73	49.73	Open	N
37504	CENTRAL PARTS & MACHINE	07/17/2019	08/06/2019	15.22	15.22	Open	N
37505	CENTRAL PARTS & MACHINE	07/18/2019	08/06/2019	61.19	61.19	Open	N
37605	CENTRAL PARTS & MACHINE	07/24/2019	08/06/2019	45.00	45.00	Open	N
37772	CENTRAL PARTS & MACHINE	07/25/2019	08/06/2019	8.23	8.23	Open	N
37792	CENTRAL PARTS & MACHINE	07/29/2019	08/06/2019	27.98	27.98	Open	N
37793	CENTRAL PARTS & MACHINE	07/29/2019	08/06/2019	199.35	199.35	Open	N
37794	CENTRAL PARTS & MACHINE	07/29/2019	08/06/2019	19.06	19.06	Open	N
37795	CENTRAL PARTS & MACHINE	07/29/2019	08/06/2019	27.59	27.59	Open	N
37870	CENTRAL PARTS & MACHINE	07/26/2019	08/06/2019	12.06	12.06	Open	N
37871	CENTRAL PARTS & MACHINE	07/26/2019	08/06/2019	136.74	136.74	Open	N
	Total for vendor 03137 - CENTRAL PARTS & MACHINE:			1,678.17	1,678.17		
37244	CENTRAL SAND & GRAVEL CO	07/08/2019	08/06/2019	692.25	692.25	Open	N
37245	CENTRAL SAND & GRAVEL CO	07/08/2019	08/06/2019	121.25	121.25	Open	N
37507	CENTRAL SAND & GRAVEL CO	07/18/2019	08/06/2019	1,330.69	1,330.69	Open	N
	Total for vendor 03138 - CENTRAL SAND & GRAVEL CO:			2,144.19	2,144.19		
37356	CENTRAL STATES LEEDS	07/12/2019	08/06/2019	450.00	450.00	Open	N
37226	CENTRAL VALLEY AG COOPERATIVE	07/10/2019	08/06/2019	979.68	979.68	Open	N
37450	CIVIL AIR PATROL MAGAZINE	07/17/2019	08/06/2019	50.00	50.00	Open	N
37790	CN WELDING WORKS	07/29/2019	08/06/2019	2,456.25	2,456.25	Open	N
37249	COLUMBUS COMMUNITY HOSPITAL	07/12/2019	08/06/2019	191.33	191.33	Open	N
37415	COLUMBUS CUSTOM EMBROIDERY	07/17/2019	08/06/2019	62.00	62.00	Open	N
37502	COLUMBUS CUSTOM EMBROIDERY	07/19/2019	08/06/2019	84.00	84.00	Open	N
37503	COLUMBUS CUSTOM EMBROIDERY	07/19/2019	08/06/2019	93.00	93.00	Open	N
37508	COLUMBUS CUSTOM EMBROIDERY	07/17/2019	08/06/2019	61.00	61.00	Open	N
	Total for vendor 00036 - COLUMBUS CUSTOM EMBROIDERY:			300.00	300.00		
37256	COLUMBUS SCREEN PRINTING	07/09/2019	08/06/2019	48.00	48.00	Open	N
37210	COLUMBUS TELEGRAM	07/02/2019	08/06/2019	430.00	430.00	Open	N
37407	COLUMBUS TELEGRAM	07/02/2019	08/06/2019	372.99	372.99	Open	N
	Total for vendor 00271 - COLUMBUS TELEGRAM:			802.99	802.99		
37208	COMMONWEALTH ELECTRIC COMPANY	07/10/2019	08/06/2019	137.04	137.04	Open	N
37755	COMMUNITY INTERNET	07/24/2019	08/06/2019	15.00	15.00	Open	N
37756	COMMUNITY INTERNET	07/24/2019	08/06/2019	15.00	15.00	Open	N
37757	COMMUNITY INTERNET	07/24/2019	08/06/2019	15.00	15.00	Open	N

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Total for vendor 03145 - COMMUNITY INTERNET:				45.00	45.00		
37600	CONNECTING POINT/RADIO SHACK	07/10/2019	08/06/2019	596.00	596.00	Open	N
37601	CONNECTING POINT/RADIO SHACK	07/09/2019	08/06/2019	59.97	59.97	Open	N
37791	CONNECTING POINT/RADIO SHACK	07/29/2019	08/06/2019	229.99	229.99	Open	N
Total for vendor 03146 - CONNECTING POINT/RADIO SHACK:				885.96	885.96		
37202	CONSOLIDATED MANAGEMENT CO	07/10/2019	08/06/2019	42.34	42.34	Open	N
37506	CONSOLIDATED MANAGEMENT CO	07/17/2019	08/06/2019	93.42	93.42	Open	N
37770	CONSOLIDATED MANAGEMENT CO	07/24/2019	08/06/2019	97.36	97.36	Open	N
Total for vendor 01081 - CONSOLIDATED MANAGEMENT CO:				233.12	233.12		
37771	CONSOLIDATED WATER SOLUTIONS	07/18/2019	08/06/2019	5,850.00	5,850.00	Open	N
37604	CORE & MAIN LP	07/24/2019	08/06/2019	2,300.00	2,300.00	Open	N
37263	CULLIGAN OF COLUMBUS	07/15/2019	08/06/2019	64.95	64.95	Open	N
37760	CULLIGAN OF COLUMBUS	07/29/2019	08/06/2019	33.95	33.95	Open	N
37761	CULLIGAN OF COLUMBUS	07/29/2019	08/06/2019	41.70	41.70	Open	N
Total for vendor 03149 - CULLIGAN OF COLUMBUS:				140.60	140.60		
37354	D & K PRODUCTS	07/12/2019	08/06/2019	2,854.30	2,854.30	Open	N
37355	D & K PRODUCTS	07/12/2019	08/06/2019	920.72	920.72	Open	N
Total for vendor 01539 - D & K PRODUCTS:				3,775.02	3,775.02		
37458	DALE JOHNSON TRUCKING	06/30/2019	08/06/2019	2,178.48	2,178.48	Open	N
37526	DANKO EMERGENCY EQUIPMENT	07/16/2019	08/06/2019	235.98	235.98	Open	N
37777	DANKO EMERGENCY EQUIPMENT	07/24/2019	08/06/2019	40.00	40.00	Open	N
Total for vendor 00270 - DANKO EMERGENCY EQUIPMENT:				275.98	275.98		
37776	DAS STATE ACCOUNTING	07/23/2019	08/06/2019	704.00	704.00	Open	N
37587	DEPARTMENT OF THE TREASURY	07/25/2019	07/25/2019	1,020.53	0.00	Paid	Y
37390	DES MOINES STAMP MFG CO	03/20/2019	08/06/2019	28.00	28.00	Open	N
37778	DOERNEMANN FARM SERVICE INC	07/25/2019	08/06/2019	98.41	98.41	Open	N
37606	DOWNNEY DRILLING	07/23/2019	08/06/2019	1,264.10	1,264.10	Open	N
37180	DRAIN SURGEON	07/08/2019	08/06/2019	267.50	267.50	Open	N
37181	DRAIN SURGEON	07/08/2019	08/06/2019	210.00	210.00	Open	N
Total for vendor 03156 - DRAIN SURGEON:				477.50	477.50		
37521	DUNBAR DOUGLAS	06/05/2019	08/06/2019	50.00	50.00	Open	N
37522	DUNBAR DOUGLAS	07/01/2019	08/06/2019	175.00	175.00	Open	N
37523	DUNBAR DOUGLAS	07/15/2019	08/06/2019	61.10	61.10	Open	N
37524	DUNBAR DOUGLAS	07/10/2019	08/06/2019	580.77	580.77	Open	N
Total for vendor 00374 - DUNBAR DOUGLAS:				866.87	866.87		
37220	EAKES OFFICE SOLUTIONS	07/12/2019	08/06/2019	24.52	24.52	Open	N
37253	EAKES OFFICE SOLUTIONS	07/12/2019	08/06/2019	15.03	15.03	Open	N
37479	EAKES OFFICE SOLUTIONS	07/18/2019	08/06/2019	(12.26)	(12.26)	Open	N
37530	EAKES OFFICE SOLUTIONS	07/18/2019	08/06/2019	8.67	8.67	Open	N

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37531	EAKES OFFICE SOLUTIONS	07/22/2019	08/06/2019	108.73	108.73	Open	N
37608	EAKES OFFICE SOLUTIONS	07/23/2019	08/06/2019	385.00	385.00	Open	N
37609	EAKES OFFICE SOLUTIONS	07/24/2019	08/06/2019	30.00	30.00	Open	N
37610	EAKES OFFICE SOLUTIONS	07/24/2019	08/06/2019	(8.67)	(8.67)	Open	N
Total for vendor 03158 - EAKES OFFICE SOLUTIONS:				551.02	551.02		
37261	ECOLAB	07/08/2019	08/06/2019	404.54	404.54	Open	N
37385	ELECTRICAL ENGINEERING &	07/02/2019	08/06/2019	44.64	44.64	Open	N
37446	ELECTRICAL ENGINEERING &	07/16/2019	08/06/2019	34.48	34.48	Open	N
37527	ELECTRICAL ENGINEERING &	07/19/2019	08/06/2019	7.54	7.54	Open	N
Total for vendor 03161 - ELECTRICAL ENGINEERING &:				86.66	86.66		
37528	ELECTRONIC SYSTEMS INC	07/18/2019	08/06/2019	417.00	417.00	Open	N
37611	ELETECH INC	08/01/2019	08/06/2019	557.60	557.60	Open	N
37269	EMERGENCY APPARATUS MAINTENANCE IN	07/05/2019	08/06/2019	573.07	573.07	Open	N
37223	ENTERPRISE ELECTRIC COLUMBUS	07/15/2019	08/06/2019	231.00	231.00	Open	N
37779	ENTERPRISE ELECTRIC COLUMBUS	07/25/2019	08/06/2019	79.68	79.68	Open	N
Total for vendor 03163 - ENTERPRISE ELECTRIC COLUMBUS:				310.68	310.68		
37796	ENVIRONMENTAL SERVICES INC	07/29/2019	08/06/2019	496.00	496.00	Open	N
37807	ENVIRONMENTAL SERVICES INC	07/30/2019	08/06/2019	1,350.00	1,350.00	Open	N
Total for vendor 01627 - ENVIRONMENTAL SERVICES INC:				1,846.00	1,846.00		
37764	ERIKSEN CONSTRUCTION CO INC	07/26/2019	08/06/2019	297,743.58	297,743.58	Open	N
37203	EVIDENT, INC	07/08/2019	08/06/2019	596.00	596.00	Open	N
37459	FEDEX	07/11/2019	08/06/2019	53.05	53.05	Open	N
37797	FEHRINGER MACHINING	07/29/2019	08/06/2019	375.00	375.00	Open	N
37525	FIRST NATIONAL BANK	06/30/2019	08/06/2019	226.64	226.64	Open	N
37449	FOCHT JONATHAN AND/OR ELLORIE	07/15/2019	08/06/2019	560.00	560.00	Denied	N
37911	FOCHT JONATHAN AND/OR ELLORIE	07/15/2019	08/06/2019	560.00	560.00	Open	N
Total for vendor 03113 - FOCHT JONATHAN AND/OR ELLORIE:				1,120.00	1,120.00		
37402	GALE	06/18/2019	08/06/2019	74.97	74.97	Open	N
37477	GALE	07/01/2019	08/06/2019	949.27	949.27	Open	N
37614	GALE	07/04/2019	08/06/2019	46.64	46.64	Open	N
37615	GALE	07/11/2019	08/06/2019	12.80	12.80	Open	N
37616	GALE	07/15/2019	08/06/2019	32.82	32.82	Open	N
Total for vendor 00459 - GALE:				1,116.50	1,116.50		
37252	GEHRING CONSTRUCTION &	07/08/2019	08/06/2019	13,744.00	13,744.00	Open	N
37444	GEHRING CONSTRUCTION &	07/11/2019	08/06/2019	892.50	892.50	Open	N
37544	GEHRING CONSTRUCTION &	07/09/2019	08/06/2019	148.06	148.06	Open	N
37545	GEHRING CONSTRUCTION &	07/09/2019	08/06/2019	636.57	636.57	Open	N
Total for vendor 03174 - GEHRING CONSTRUCTION &:				15,421.13	15,421.13		
37617	GENE STEFFY FORD	07/22/2019	08/06/2019	105.34	105.34	Open	N
37618	GENE STEFFY FORD	07/22/2019	08/06/2019	36.40	36.40	Open	N

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Total for vendor 00303 - GENE STEFFY FORD:				141.74	141.74		
37247	GERHOLD CONCRETE COMPANY	07/02/2019	08/06/2019	197.75	197.75	Open	N
37248	GERHOLD CONCRETE COMPANY	07/05/2019	08/06/2019	19.75	19.75	Open	N
37257	GERHOLD CONCRETE COMPANY	07/16/2019	08/06/2019	46.25	46.25	Open	N
37258	GERHOLD CONCRETE COMPANY	07/16/2019	08/06/2019	300.68	300.68	Open	N
37259	GERHOLD CONCRETE COMPANY	07/08/2019	08/06/2019	734.38	734.38	Open	N
37382	GERHOLD CONCRETE COMPANY	06/27/2019	08/06/2019	24.56	24.56	Open	N
37533	GERHOLD CONCRETE COMPANY	07/15/2019	08/06/2019	343.75	343.75	Open	N
37534	GERHOLD CONCRETE COMPANY	07/10/2019	08/06/2019	320.88	320.88	Open	N
37612	GERHOLD CONCRETE COMPANY	07/11/2019	08/06/2019	637.50	637.50	Open	N
37613	GERHOLD CONCRETE COMPANY	07/11/2019	08/06/2019	910.63	910.63	Open	N
37780	GERHOLD CONCRETE COMPANY	07/16/2019	08/06/2019	449.40	449.40	Open	N
37798	GERHOLD CONCRETE COMPANY	07/18/2019	08/06/2019	640.25	640.25	Open	N
Total for vendor 03178 - GERHOLD CONCRETE COMPANY:				4,625.78	4,625.78		
37873	GILMORE & ASSOCIATES	07/31/2019	08/06/2019	7,340.00	7,340.00	Open	N
37213	G-O RAPID LUBE AND MORE LLC	07/10/2019	08/06/2019	44.32	44.32	Open	N
37383	GODFATHER'S PIZZA	06/18/2019	08/06/2019	86.00	86.00	Open	N
37384	GODFATHER'S PIZZA	06/11/2019	08/06/2019	115.50	115.50	Open	N
Total for vendor 00056 - GODFATHER'S PIZZA:				201.50	201.50		
37403	GOEDEKEN JILL	06/27/2019	08/06/2019	63.64	63.64	Open	N
37250	GRAYBAR ELECTRIC COMPANY	07/09/2019	08/06/2019	1,727.74	1,727.74	Open	N
37535	GRAYBAR ELECTRIC COMPANY	07/17/2019	08/06/2019	79.00	79.00	Open	N
37536	GRAYBAR ELECTRIC COMPANY	07/16/2019	08/06/2019	611.45	611.45	Open	N
37543	GRAYBAR ELECTRIC COMPANY	07/13/2019	08/06/2019	3,343.49	3,343.49	Open	N
37799	GRAYBAR ELECTRIC COMPANY	07/23/2019	08/06/2019	79.00	79.00	Open	N
Total for vendor 10214 - GRAYBAR ELECTRIC COMPANY:				5,840.68	5,840.68		
37358	GREAT PLAINS BUILDING SUPPLY	07/10/2019	08/06/2019	27.92	27.92	Open	N
37532	GREAT PLAINS BUILDING SUPPLY	07/17/2019	08/06/2019	45.56	45.56	Open	N
Total for vendor 02594 - GREAT PLAINS BUILDING SUPPLY:				73.48	73.48		
37360	HADLEY-BRAITHWAIT COMPANY	07/09/2019	08/06/2019	214.80	214.80	Open	N
37361	HADLEY-BRAITHWAIT COMPANY	07/11/2019	08/06/2019	486.70	486.70	Open	N
37362	HADLEY-BRAITHWAIT COMPANY	07/15/2019	08/06/2019	223.75	223.75	Open	N
37480	HADLEY-BRAITHWAIT COMPANY	07/18/2019	08/06/2019	89.50	89.50	Open	N
37619	HADLEY-BRAITHWAIT COMPANY	07/19/2019	08/06/2019	73.95	73.95	Open	N
37620	HADLEY-BRAITHWAIT COMPANY	07/25/2019	08/06/2019	119.85	119.85	Open	N
37621	HADLEY-BRAITHWAIT COMPANY	07/22/2019	08/06/2019	143.05	143.05	Open	N
37625	HADLEY-BRAITHWAIT COMPANY	07/22/2019	08/06/2019	93.30	93.30	Open	N
37874	HADLEY-BRAITHWAIT COMPANY	07/16/2019	08/06/2019	315.70	315.70	Open	N
Total for vendor 03183 - HADLEY-BRAITHWAIT COMPANY:				1,760.60	1,760.60		
37785	HAMMERNIK MIKE	07/30/2019	08/06/2019	100.00	100.00	Open	N
37182	HAWKINS INC	07/09/2019	08/06/2019	3,037.09	3,037.09	Open	N

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37622	HAWKINS INC	07/18/2019	08/06/2019	2,164.51	2,164.51	Open	N
	Total for vendor 00272 - HAWKINS INC:			5,201.60	5,201.60		
37460	HDR ENGINEERING INC	07/08/2019	08/06/2019	80,473.25	80,473.25	Open	N
37623	HDR ENGINEERING INC	07/15/2019	08/06/2019	10,322.40	10,322.40	Open	N
	Total for vendor 03185 - HDR ENGINEERING INC:			90,795.65	90,795.65		
37588	HEATH ALLANA	07/19/2019	08/06/2019	200.00	200.00	Open	N
37624	HEATH AMANDA	07/09/2019	08/06/2019	200.00	200.00	Open	N
37420	HOBBY LOBBY	07/15/2019	08/06/2019	21.06	21.06	Open	N
37323	HOMETOWN LEASING	07/17/2019	08/06/2019	177.97	177.97	Open	N
37237	HR DIRECT	07/11/2019	08/06/2019	78.99	78.99	Open	N
37309	HYDRO TECH INC	04/11/2019	08/06/2019	68.00	68.00	Open	N
37294	HY-VEE INC	06/12/2019	08/06/2019	19.96	19.96	Open	N
37295	HY-VEE INC	06/16/2019	08/06/2019	14.36	14.36	Open	N
37296	HY-VEE INC	06/24/2019	08/06/2019	29.91	29.91	Open	N
37297	HY-VEE INC	06/27/2019	08/06/2019	26.91	26.91	Open	N
37298	HY-VEE INC	06/27/2019	08/06/2019	9.98	9.98	Open	N
37299	HY-VEE INC	06/29/2019	08/06/2019	25.94	25.94	Open	N
37300	HY-VEE INC	06/26/2019	08/06/2019	225.00	225.00	Open	N
	Total for vendor 03192 - HY-VEE INC:			352.06	352.06		
37782	INDOFF INCORPORATED	07/25/2019	08/06/2019	136.79	136.79	Open	N
37401	INGRAM LIBRARY SERVICES, INC	07/07/2019	08/06/2019	225.19	225.19	Open	N
37475	INGRAM LIBRARY SERVICES, INC	07/11/2019	08/06/2019	512.18	512.18	Open	N
37476	INGRAM LIBRARY SERVICES, INC	07/08/2019	08/06/2019	1,090.02	1,090.02	Open	N
37626	INGRAM LIBRARY SERVICES, INC	07/18/2019	08/06/2019	12.99	12.99	Open	N
37627	INGRAM LIBRARY SERVICES, INC	07/12/2019	08/06/2019	100.06	100.06	Open	N
37640	INGRAM LIBRARY SERVICES, INC	07/10/2019	08/06/2019	544.54	544.54	Open	N
	Total for vendor 03194 - INGRAM LIBRARY SERVICES, INC:			2,484.98	2,484.98		
37189	JACKSON SERVICES INC	07/11/2019	08/06/2019	88.40	88.40	Open	N
37190	JACKSON SERVICES INC	07/11/2019	08/06/2019	35.83	35.83	Open	N
37191	JACKSON SERVICES INC	07/11/2019	08/06/2019	118.30	118.30	Open	N
37217	JACKSON SERVICES INC	07/16/2019	08/06/2019	16.24	16.24	Open	N
37231	JACKSON SERVICES INC	07/11/2019	08/06/2019	273.73	273.73	Open	N
37266	JACKSON SERVICES INC	07/16/2019	08/06/2019	65.99	65.99	Open	N
37267	JACKSON SERVICES INC	07/16/2019	08/06/2019	111.38	111.38	Open	N
37363	JACKSON SERVICES INC	07/09/2019	08/06/2019	71.47	71.47	Open	N
37364	JACKSON SERVICES INC	07/09/2019	08/06/2019	16.24	16.24	Open	N
37365	JACKSON SERVICES INC	07/09/2019	08/06/2019	55.85	55.85	Open	N
37366	JACKSON SERVICES INC	07/02/2019	08/06/2019	20.25	20.25	Open	N
37367	JACKSON SERVICES INC	07/03/2019	08/06/2019	32.00	32.00	Open	N
37368	JACKSON SERVICES INC	07/02/2019	08/06/2019	22.00	22.00	Open	N
37369	JACKSON SERVICES INC	07/02/2019	08/06/2019	16.24	16.24	Open	N
37370	JACKSON SERVICES INC	07/04/2019	08/06/2019	273.73	273.73	Open	N
37371	JACKSON SERVICES INC	07/04/2019	08/06/2019	112.12	112.12	Open	N

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37372	JACKSON SERVICES INC	07/04/2019	08/06/2019	22.02	22.02	Open	N
37373	JACKSON SERVICES INC	07/04/2019	08/06/2019	15.00	15.00	Open	N
37374	JACKSON SERVICES INC	07/04/2019	08/06/2019	88.40	88.40	Open	N
37375	JACKSON SERVICES INC	07/02/2019	08/06/2019	75.26	75.26	Open	N
37376	JACKSON SERVICES INC	07/04/2019	08/06/2019	34.05	34.05	Open	N
37377	JACKSON SERVICES INC	07/04/2019	08/06/2019	88.91	88.91	Open	N
37378	JACKSON SERVICES INC	07/11/2019	08/06/2019	15.00	15.00	Open	N
37379	JACKSON SERVICES INC	07/11/2019	08/06/2019	112.12	112.12	Open	N
37380	JACKSON SERVICES INC	07/11/2019	08/06/2019	25.65	25.65	Open	N
37438	JACKSON SERVICES INC	07/16/2019	08/06/2019	22.00	22.00	Open	N
37445	JACKSON SERVICES INC	07/16/2019	08/06/2019	20.25	20.25	Open	N
37478	JACKSON SERVICES INC	07/18/2019	08/06/2019	273.73	273.73	Open	N
37628	JACKSON SERVICES INC	07/25/2019	08/06/2019	88.40	88.40	Open	N
37629	JACKSON SERVICES INC	07/25/2019	08/06/2019	26.88	26.88	Open	N
37630	JACKSON SERVICES INC	07/23/2019	08/06/2019	16.24	16.24	Open	N
37631	JACKSON SERVICES INC	07/23/2019	08/06/2019	71.47	71.47	Open	N
37632	JACKSON SERVICES INC	07/02/2019	08/06/2019	65.99	65.99	Open	N
37633	JACKSON SERVICES INC	07/23/2019	08/06/2019	55.85	55.85	Open	N
37634	JACKSON SERVICES INC	07/18/2019	08/06/2019	22.02	22.02	Open	N
37635	JACKSON SERVICES INC	07/18/2019	08/06/2019	112.12	112.12	Open	N
37636	JACKSON SERVICES INC	07/18/2019	08/06/2019	34.05	34.05	Open	N
37637	JACKSON SERVICES INC	07/18/2019	08/06/2019	88.91	88.91	Open	N
37638	JACKSON SERVICES INC	07/18/2019	08/06/2019	88.40	88.40	Open	N
37639	JACKSON SERVICES INC	07/18/2019	08/06/2019	15.00	15.00	Open	N
37783	JACKSON SERVICES INC	07/25/2019	08/06/2019	118.30	118.30	Open	N
37784	JACKSON SERVICES INC	07/25/2019	08/06/2019	273.73	273.73	Open	N
37800	JACKSON SERVICES INC	07/30/2019	08/06/2019	65.99	65.99	Open	N
37804	JACKSON SERVICES INC	07/30/2019	08/06/2019	16.24	16.24	Open	N
37875	JACKSON SERVICES INC	07/25/2019	08/06/2019	29.07	29.07	Open	N
37876	JACKSON SERVICES INC	07/25/2019	08/06/2019	112.12	112.12	Open	N
37877	JACKSON SERVICES INC	07/25/2019	08/06/2019	17.05	17.05	Open	N
37878	JACKSON SERVICES INC	07/26/2019	08/06/2019	44.24	44.24	Open	N
37879	JACKSON SERVICES INC	07/30/2019	08/06/2019	22.00	22.00	Open	N
37880	JACKSON SERVICES INC	07/30/2019	08/06/2019	75.26	75.26	Open	N
Total for vendor 03199 - JACKSON SERVICES INC:				3,581.49	3,581.49		
37351	JEO CONSULTING GROUP INC	07/15/2019	08/06/2019	6,000.00	6,000.00	Open	N
37537	JEO CONSULTING GROUP INC	07/23/2019	08/06/2019	495.00	495.00	Open	N
37781	JEO CONSULTING GROUP INC	07/26/2019	08/06/2019	857.50	857.50	Open	N
Total for vendor 00532 - JEO CONSULTING GROUP INC:				7,352.50	7,352.50		
37466	JOHNSON CONTROLS	07/01/2019	08/06/2019	805.00	805.00	Open	N
37222	KELLY SUPPLY COMPANY	07/15/2019	08/06/2019	20.32	20.32	Open	N
37413	KELLY SUPPLY COMPANY	07/17/2019	08/06/2019	113.71	113.71	Open	N
37642	KELLY SUPPLY COMPANY	07/24/2019	08/06/2019	24.51	24.51	Open	N
37643	KELLY SUPPLY COMPANY	07/18/2019	08/06/2019	627.89	627.89	Open	N
37644	KELLY SUPPLY COMPANY	07/18/2019	08/06/2019	410.79	410.79	Open	N

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37758	KELLY SUPPLY COMPANY	07/26/2019	08/06/2019	6.61	6.61	Open	N
37759	KELLY SUPPLY COMPANY	07/26/2019	08/06/2019	183.58	183.58	Open	N
Total for vendor 03202 - KELLY SUPPLY COMPANY:				1,387.41	1,387.41		
37641	KIPLINGER TAX LETTER	06/14/2019	08/06/2019	76.00	76.00	Open	N
37645	KOCH EXCAVATING CO INC	07/15/2019	08/06/2019	0.00	0.00	Void	N
37646	KOCH EXCAVATING CO INC	07/15/2019	08/06/2019	386.10	386.10	Open	N
Total for vendor 03206 - KOCH EXCAVATING CO INC:				386.10	386.10		
37184	LAKEVIEW SMALL ENGINE INC	07/09/2019	08/06/2019	14.85	14.85	Open	N
37352	LAKEVIEW SMALL ENGINE INC	07/15/2019	08/06/2019	26.34	26.34	Open	N
Total for vendor 00012 - LAKEVIEW SMALL ENGINE INC:				41.19	41.19		
37539	LAWSON PRODUCTS	07/19/2019	08/06/2019	46.56	46.56	Open	N
37805	LEVANDER JAYMEE	07/17/2019	08/06/2019	500.00	500.00	Open	N
37456	LIGENZA KYLE	07/10/2019	08/06/2019	31.00	31.00	Open	N
37656	LIGENZA STEPAHNIE A	07/18/2019	08/06/2019	98.02	98.02	Open	N
37404	LINCOLN JOURNAL STAR	06/24/2019	08/06/2019	39.00	39.00	Open	N
37405	LINCOLN JOURNAL STAR	06/04/2019	08/06/2019	75.00	75.00	Open	N
37406	LINCOLN JOURNAL STAR	06/22/2019	08/06/2019	361.00	361.00	Open	N
Total for vendor 00103 - LINCOLN JOURNAL STAR:				475.00	475.00		
37284	LOSEKE LAKE STOP LLC	07/12/2019	08/06/2019	19.74	19.74	Open	N
37193	LOUP POWER DISTRICT	E 07/01/2019	08/06/2019	40.74	40.74	Open	N
37194	LOUP POWER DISTRICT	E 07/01/2019	08/06/2019	91.22	91.22	Open	N
37195	LOUP POWER DISTRICT	E 07/01/2019	08/06/2019	42.95	42.95	Open	N
37196	LOUP POWER DISTRICT	E 07/01/2019	08/06/2019	31.77	31.77	Open	N
37197	LOUP POWER DISTRICT	E 07/15/2019	08/06/2019	96.81	96.81	Open	N
37198	LOUP POWER DISTRICT	E 07/01/2019	08/06/2019	46.61	46.61	Open	N
Total for vendor 03214 - LOUP POWER DISTRICT				E: 350.10	350.10		
37801	LYNN PEAVEY COMPANY	07/25/2019	08/06/2019	160.50	160.50	Open	N
37254	M & O DOOR PRODUCTS	07/11/2019	08/06/2019	7.00	7.00	Open	N
37216	MAHASKA	07/16/2019	08/06/2019	483.00	483.00	Open	N
37439	MAHASKA	07/16/2019	08/06/2019	276.00	276.00	Open	N
37891	MAHASKA	07/30/2019	08/06/2019	138.00	138.00	Open	N
Total for vendor 10213 - MAHASKA:				897.00	897.00		
37893	MAIL PREP ETC	08/01/2019	08/01/2019	4,000.00	0.00	Paid	Y
37283	MAILBOX	07/10/2019	08/06/2019	9.43	9.43	Open	N
37647	MAILBOX	06/10/2019	08/06/2019	9.76	9.76	Open	N
37648	MAILBOX	06/17/2019	08/06/2019	9.76	9.76	Open	N
37649	MAILBOX	06/24/2019	08/06/2019	9.81	9.81	Open	N
37650	MAILBOX	07/01/2019	08/06/2019	9.85	9.85	Open	N
37651	MAILBOX	07/02/2019	08/06/2019	9.43	9.43	Open	N
37655	MAILBOX	06/13/2019	08/06/2019	89.22	89.22	Open	N
Total for vendor 03217 - MAILBOX:				147.26	147.26		

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37660	MICROFILM IMAGING SYSTEMS INC	07/05/2019	08/06/2019	320.00	320.00	Open	N
37661	MID-AMERICAN RESEARCH	07/18/2019	08/06/2019	116.00	116.00	Open	N
37803	MID-AMERICAN RESEARCH	07/19/2019	08/06/2019	157.25	157.25	Open	N
	Total for vendor 03222 - MID-AMERICAN RESEARCH:			273.25	273.25		
37657	MID-STATE ENGINEERING &	06/30/2019	08/06/2019	1,831.00	1,831.00	Open	N
37658	MID-STATE ENGINEERING &	06/30/2019	08/06/2019	0.00	0.00	Void	N
	Total for vendor 00205 - MID-STATE ENGINEERING &:			1,831.00	1,831.00		
37233	MIDWEST MINI MELTS	07/10/2019	08/06/2019	2,104.50	2,104.50	Open	N
37802	MIDWEST MINI MELTS	07/22/2019	08/06/2019	686.25	686.25	Open	N
	Total for vendor 01325 - MIDWEST MINI MELTS:			2,790.75	2,790.75		
37881	MIDWEST RIGHT OF WAY SERVICES	07/26/2019	08/06/2019	595.00	595.00	Open	N
37474	MIDWEST TAPE LLC	07/12/2019	08/06/2019	434.88	434.88	Open	N
37662	MIDWEST TAPE LLC	07/19/2019	08/06/2019	600.85	600.85	Open	N
	Total for vendor 00487 - MIDWEST TAPE LLC:			1,035.73	1,035.73		
37301	MIKE'S TOWING	07/13/2019	08/06/2019	90.00	90.00	Open	N
37302	MIKE'S TOWING	07/13/2019	08/06/2019	90.00	90.00	Open	N
37303	MIKE'S TOWING	07/02/2019	08/06/2019	90.00	90.00	Open	N
37304	MIKE'S TOWING	07/02/2019	08/06/2019	90.00	90.00	Open	N
37305	MIKE'S TOWING	06/29/2019	08/06/2019	90.00	90.00	Open	N
37306	MIKE'S TOWING	07/11/2019	08/06/2019	90.00	90.00	Open	N
37307	MIKE'S TOWING	07/05/2019	08/06/2019	90.00	90.00	Open	N
37308	MIKE'S TOWING	07/07/2019	08/06/2019	90.00	90.00	Open	N
37342	MIKE'S TOWING	07/17/2019	08/06/2019	90.00	90.00	Open	N
37484	MIKE'S TOWING	07/17/2019	08/06/2019	90.00	90.00	Open	N
37652	MIKE'S TOWING	07/23/2019	08/06/2019	90.00	90.00	Open	N
37653	MIKE'S TOWING	07/21/2019	08/06/2019	90.00	90.00	Open	N
37654	MIKE'S TOWING	07/23/2019	08/06/2019	90.00	90.00	Open	N
37786	MIKE'S TOWING	07/27/2019	08/06/2019	90.00	90.00	Open	N
37787	MIKE'S TOWING	07/28/2019	08/06/2019	90.00	90.00	Open	N
	Total for vendor 00463 - MIKE'S TOWING:			1,350.00	1,350.00		
37454	MILLER PATRICK L	07/15/2019	08/06/2019	91.08	91.08	Open	N
37179	MUELLER SPRINKLERS	07/08/2019	08/06/2019	123.04	123.04	Open	N
37243	MUELLER SPRINKLERS	07/12/2019	08/06/2019	141.66	141.66	Open	N
	Total for vendor 00153 - MUELLER SPRINKLERS:			264.70	264.70		
37659	MUNICIPAL SUPPLY INC OF OMAHA	06/28/2019	08/06/2019	269.94	269.94	Open	N
37825	NAPA AUTO PARTS OF COLUMBUS	07/16/2019	08/06/2019	44.97	44.97	Open	N
37826	NE DEPT OF TRANSPORTATION	07/23/2019	08/06/2019	43,636.06	43,636.06	Open	N
37907*	NE DEPT OF TRANSPORTATION	08/01/2019	08/06/2019	3,748.50	3,748.50	Open	N
	Total for vendor 00572 - NE DEPT OF TRANSPORTATION:			47,384.56	47,384.56		
37414	NEBRASKA ENVIRONMENTAL	07/17/2019	08/06/2019	162.00	162.00	Open	N

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37540	NEBRASKA ENVIRONMENTAL	07/23/2019	08/06/2019	530.00	530.00	Open	N
37541	NEBRASKA ENVIRONMENTAL	07/23/2019	08/06/2019	433.25	433.25	Open	N
37542	NEBRASKA ENVIRONMENTAL	07/23/2019	08/06/2019	389.29	389.29	Open	N
37672	NEBRASKA ENVIRONMENTAL	07/22/2019	08/06/2019	141.04	141.04	Open	N
37808	NEBRASKA ENVIRONMENTAL	07/29/2019	08/06/2019	104.61	104.61	Open	N
Total for vendor 00561 - NEBRASKA ENVIRONMENTAL:				1,760.19	1,760.19		
37670	NEBRASKA GOLF & TURF INC	07/18/2019	08/06/2019	696.00	696.00	Open	N
37265	NEBRASKA LAW ENFORCEMENT	07/14/2019	08/06/2019	50.00	50.00	Open	N
37471	NEBRASKA PUBLIC HEALTH	07/16/2019	08/06/2019	452.00	452.00	Open	N
37702	NEBRASKA STATE VOLUNTEER	07/01/2019	08/06/2019	921.00	921.00	Open	N
37207	NEBRASKA U C FUND	06/30/2019	08/06/2019	222.00	222.00	Open	N
37717	NEBRASKA U C FUND	07/24/2019	08/06/2019	222.00	222.00	Open	N
Total for vendor 00019 - NEBRASKA U C FUND:				444.00	444.00		
37901	NIEMANN'S PORT-A-POT LLC	07/31/2019	08/06/2019	40.00	40.00	Open	N
37668	NMC EXCHANGE LLC	07/18/2019	08/06/2019	24,500.00	24,500.00	Open	N
37669	NMC EXCHANGE LLC	07/18/2019	08/06/2019	1,470.00	1,470.00	Open	N
Total for vendor 00038 - NMC EXCHANGE LLC:				25,970.00	25,970.00		
37819	NORTHEAST NEBRASKA ECONOMIC	07/17/2019	08/06/2019	660.00	660.00	Open	N
37820	NORTHEAST NEBRASKA ECONOMIC	07/17/2019	08/06/2019	45.00	45.00	Open	N
37821	NORTHEAST NEBRASKA ECONOMIC	07/17/2019	08/06/2019	239.83	239.83	Open	N
37822	NORTHEAST NEBRASKA ECONOMIC	07/17/2019	08/06/2019	30.00	30.00	Open	N
37823	NORTHEAST NEBRASKA ECONOMIC	07/17/2019	08/06/2019	60.00	60.00	Open	N
Total for vendor 03246 - NORTHEAST NEBRASKA ECONOMIC:				1,034.83	1,034.83		
37663	NORTHEAST NEBRASKA SOLID	07/09/2019	08/06/2019	343.92	343.92	Open	N
37664	NORTHEAST NEBRASKA SOLID	07/09/2019	08/06/2019	379.69	379.69	Open	N
37665	NORTHEAST NEBRASKA SOLID	07/09/2019	08/06/2019	366.00	366.00	Open	N
37666	NORTHEAST NEBRASKA SOLID	07/12/2019	08/06/2019	93.61	93.61	Open	N
37667	NORTHEAST NEBRASKA SOLID	07/23/2019	08/06/2019	70.32	70.32	Open	N
Total for vendor 03245 - NORTHEAST NEBRASKA SOLID:				1,253.54	1,253.54		
37809	NORTHWEST ELECTRIC LLC	07/29/2019	08/06/2019	10.76	10.76	Open	N
37461	NWEA	07/18/2019	08/06/2019	90.00	90.00	Open	N
37810	OBRIST & CO INC	07/29/2019	08/06/2019	0.00	0.00	Void	N
37178	OCCUPATIONAL HEALTH SERV	06/30/2019	08/06/2019	234.00	234.00	Open	N
37824	OCCUPATIONAL HEALTH SERV	07/15/2019	08/06/2019	868.50	868.50	Open	N
37883	OCCUPATIONAL HEALTH SERV	07/15/2019	08/06/2019	489.00	489.00	Open	N
Total for vendor 03249 - OCCUPATIONAL HEALTH SERV:				1,591.50	1,591.50		
37183	OFFICENET	07/10/2019	08/06/2019	26.58	26.58	Open	N
37228	OFFICENET	07/12/2019	08/06/2019	3,991.91	3,991.91	Open	N
37229	OFFICENET	07/12/2019	08/06/2019	1,754.90	1,754.90	Open	N
37230	OFFICENET	07/12/2019	08/06/2019	5.99	5.99	Open	N
37234	OFFICENET	07/12/2019	08/06/2019	41.32	41.32	Open	N

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37235	OFFICENET	07/12/2019	08/06/2019	20.66	20.66	Open	N
37236	OFFICENET	07/12/2019	08/06/2019	39.21	39.21	Open	N
37239	OFFICENET	07/10/2019	08/06/2019	281.99	281.99	Denied	N
37240	OFFICENET	07/10/2019	08/06/2019	77.75	77.75	Open	N
37241	OFFICENET	07/10/2019	08/06/2019	145.96	145.96	Open	N
37346	OFFICENET	07/17/2019	08/06/2019	27.25	27.25	Open	N
37347	OFFICENET	07/17/2019	08/06/2019	30.54	30.54	Open	N
37348	OFFICENET	07/17/2019	08/06/2019	48.64	48.64	Open	N
37350	OFFICENET	07/16/2019	08/06/2019	35.53	35.53	Open	N
37399	OFFICENET	07/10/2019	08/06/2019	38.67	38.67	Open	N
37400	OFFICENET	07/05/2019	08/06/2019	50.48	50.48	Open	N
37681	OFFICENET	07/08/2019	08/06/2019	40.65	40.65	Open	N
37682	OFFICENET	07/10/2019	08/06/2019	24.82	24.82	Open	N
37683	OFFICENET	07/22/2019	08/06/2019	37.99	37.99	Open	N
37684	OFFICENET	07/19/2019	08/06/2019	84.66	84.66	Open	N
37685	OFFICENET	07/19/2019	08/06/2019	21.85	21.85	Open	N
37686	OFFICENET	07/19/2019	08/06/2019	27.25	27.25	Open	N
37687	OFFICENET	07/19/2019	08/06/2019	19.68	19.68	Open	N
37688	OFFICENET	07/24/2019	08/06/2019	94.46	94.46	Open	N
37689	OFFICENET	07/24/2019	08/06/2019	14.89	14.89	Open	N
37690	OFFICENET	07/25/2019	08/06/2019	584.00	584.00	Open	N
37691	OFFICENET	07/25/2019	08/06/2019	(76.80)	(76.80)	Open	N
37692	OFFICENET	07/25/2019	08/06/2019	5.02	5.02	Open	N
37693	OFFICENET	07/25/2019	08/06/2019	40.17	40.17	Open	N
37694	OFFICENET	07/25/2019	08/06/2019	11.79	11.79	Open	N
37695	OFFICENET	07/23/2019	08/06/2019	9.31	9.31	Open	N
37696	OFFICENET	07/23/2019	08/06/2019	55.47	55.47	Open	N
37812	OFFICENET	07/12/2019	08/06/2019	8.22	8.22	Open	N
37813	OFFICENET	07/26/2019	08/06/2019	401.47	401.47	Open	N
37814	OFFICENET	07/26/2019	08/06/2019	18.01	18.01	Open	N
37815	OFFICENET	07/26/2019	08/06/2019	7.38	7.38	Open	N
37816	OFFICENET	07/26/2019	08/06/2019	33.76	33.76	Open	N
37817	OFFICENET	07/26/2019	08/06/2019	2.64	2.64	Open	N
37818	OFFICENET	07/26/2019	08/06/2019	8.63	8.63	Open	N
37908	OFFICENET	07/26/2019	08/06/2019	13,844.77	13,844.77	Open	N
37909	OFFICENET	08/01/2019	08/06/2019	167.11	167.11	Open	N
37914	OFFICENET	07/10/2019	08/06/2019	281.99	281.99	Open	N
Total for vendor 03171 - OFFICENET:				22,386.57	22,386.57		
37200	OLSON'S PEST TECHNICIANS	07/10/2019	08/06/2019	47.00	47.00	Open	N
37201	OLSON'S PEST TECHNICIANS	07/10/2019	08/06/2019	47.00	47.00	Open	N
37673	OLSON'S PEST TECHNICIANS	07/08/2019	08/06/2019	47.00	47.00	Open	N
Total for vendor 02852 - OLSON'S PEST TECHNICIANS:				141.00	141.00		
37349	O'REILLY AUTOMOTIVE INC	07/16/2019	08/06/2019	13.68	13.68	Open	N
37674	O'REILLY AUTOMOTIVE INC	07/19/2019	08/06/2019	32.99	32.99	Open	N
37675	O'REILLY AUTOMOTIVE INC	07/02/2019	08/06/2019	10.78	10.78	Open	N

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37676	O'REILLY AUTOMOTIVE INC	07/02/2019	08/06/2019	82.44	82.44	Open	N
37677	O'REILLY AUTOMOTIVE INC	07/03/2019	08/06/2019	24.82	24.82	Open	N
37678	O'REILLY AUTOMOTIVE INC	07/03/2019	08/06/2019	7.01	7.01	Open	N
37679	O'REILLY AUTOMOTIVE INC	07/02/2019	08/06/2019	6.99	6.99	Open	N
37680	O'REILLY AUTOMOTIVE INC	07/25/2019	08/06/2019	92.97	92.97	Open	N
37882	O'REILLY AUTOMOTIVE INC	07/11/2019	08/06/2019	(8.00)	(8.00)	Open	N
Total for vendor 00176 - O'REILLY AUTOMOTIVE INC:				263.68	263.68		
37697	OTTE ELECTRIC	07/04/2019	08/06/2019	1,650.62	1,650.62	Open	N
37698	OTTE ELECTRIC	07/04/2019	08/06/2019	280.96	280.96	Open	N
37699	OTTE ELECTRIC	07/04/2019	08/06/2019	124.28	124.28	Open	N
37701	OTTE ELECTRIC	07/04/2019	08/06/2019	781.34	781.34	Open	N
Total for vendor 01350 - OTTE ELECTRIC:				2,837.20	2,837.20		
37700	OVERHEAD DOOR COMPANY	07/17/2019	08/06/2019	210.00	210.00	Open	N
37811	OVERHEAD DOOR COMPANY	07/26/2019	08/06/2019	105.00	105.00	Open	N
Total for vendor 03252 - OVERHEAD DOOR COMPANY:				315.00	315.00		
37448	PARTS BIN	07/16/2019	08/06/2019	44.97	44.97	Open	N
37762	PEERLESS WIPING CLOTH	07/24/2019	08/06/2019	70.10	70.10	Open	N
37285	PEPSI BOTTLING GROUP	07/11/2019	08/06/2019	376.65	376.65	Open	N
37863	PEPSI BOTTLING GROUP	07/25/2019	08/06/2019	64.46	64.46	Open	N
Total for vendor 00615 - PEPSI BOTTLING GROUP:				441.11	441.11		
37715	PITNEY BOWES	07/13/2019	08/06/2019	8,857.35	8,857.35	Open	N
37705	PLATTE COUNTY REGISTER OF	07/18/2019	08/06/2019	80.00	80.00	Open	N
37706	PLATTE COUNTY REGISTER OF	07/09/2019	08/06/2019	46.00	46.00	Open	N
Total for vendor 00758 - PLATTE COUNTY REGISTER OF:				126.00	126.00		
37885	PREFERRED PLUMBING & HTG INC	07/18/2019	08/06/2019	190.88	190.88	Open	N
37703	PRESTOX	07/19/2019	08/06/2019	45.00	45.00	Open	N
37704	PRESTOX	07/19/2019	08/06/2019	47.00	47.00	Open	N
37763	PRESTOX	07/19/2019	08/06/2019	80.00	80.00	Open	N
37884	PRESTOX	06/12/2019	08/06/2019	52.00	52.00	Open	N
Total for vendor 03261 - PRESTOX:				224.00	224.00		
37268	PUBLIC SAFETY DIVE SERVICES LLC	07/12/2019	08/06/2019	1,700.00	1,700.00	Open	N
37430	PURKERSON TRAVIS	07/16/2019	08/06/2019	480.00	480.00	Open	N
37864	PYRAMID TARP & REPAIR LLC	07/24/2019	08/06/2019	698.00	698.00	Open	N
37397	QUILL CORPORATION	07/01/2019	08/06/2019	109.99	109.99	Open	N
37398	QUILL CORPORATION	07/02/2019	08/06/2019	124.99	124.99	Open	N
Total for vendor 03263 - QUILL CORPORATION:				234.98	234.98		
37188	REARDON LAWN & GARDEN INC	07/09/2019	08/06/2019	16.99	16.99	Open	N
37707	REARDON LAWN & GARDEN INC	07/09/2019	08/06/2019	5.00	5.00	Open	N
37708	REARDON LAWN & GARDEN INC	07/25/2019	08/06/2019	13.99	13.99	Open	N
37709	REARDON LAWN & GARDEN INC	07/03/2019	08/06/2019	78.10	78.10	Open	N

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37886	REARDON LAWN & GARDEN INC	07/29/2019	08/06/2019	4.50	4.50	Open	N
37887	REARDON LAWN & GARDEN INC	07/29/2019	08/06/2019	12.99	12.99	Open	N
37888	REARDON LAWN & GARDEN INC	07/25/2019	08/06/2019	18.97	18.97	Open	N
37889	REARDON LAWN & GARDEN INC	07/24/2019	08/06/2019	55.96	55.96	Open	N
Total for vendor 03264 - REARDON LAWN & GARDEN INC:				206.50	206.50		
37391	RECORDED BOOKS LLC	07/01/2019	08/06/2019	56.90	56.90	Open	N
37392	RECORDED BOOKS LLC	07/03/2019	08/06/2019	(104.98)	(104.98)	Open	N
37393	RECORDED BOOKS LLC	07/09/2019	08/06/2019	123.74	123.74	Open	N
37394	RECORDED BOOKS LLC	07/10/2019	08/06/2019	51.37	51.37	Open	N
37395	RECORDED BOOKS LLC	07/11/2019	08/06/2019	104.92	104.92	Open	N
37396	RECORDED BOOKS LLC	07/12/2019	08/06/2019	38.87	38.87	Open	N
37710	RECORDED BOOKS LLC	07/24/2019	08/06/2019	153.98	153.98	Open	N
37711	RECORDED BOOKS LLC	07/23/2019	08/06/2019	78.96	78.96	Open	N
37712	RECORDED BOOKS LLC	07/22/2019	08/06/2019	349.50	349.50	Open	N
Total for vendor 03265 - RECORDED BOOKS LLC:				853.26	853.26		
37713	RECREATION SUPPLY COMPANY	07/18/2019	08/06/2019	235.68	235.68	Open	N
37890	RECREATION SUPPLY COMPANY	07/26/2019	08/06/2019	750.00	750.00	Open	N
Total for vendor 00356 - RECREATION SUPPLY COMPANY:				985.68	985.68		
37457	REMBOLT LUDTKE LLP	06/30/2019	08/06/2019	3,721.14	3,721.14	Open	N
37714	RR DONNELLEY	07/11/2019	08/06/2019	33.22	33.22	Open	N
37716	RVW INC	07/16/2019	08/06/2019	15,222.32	15,222.32	Open	N
37905	RVW INC	07/30/2019	08/06/2019	1,281.00	1,281.00	Open	N
37906	RVW INC	07/30/2019	08/06/2019	2,200.00	2,200.00	Open	N
Total for vendor 01596 - RVW INC:				18,703.32	18,703.32		
37260	SANDRY FIRE SUPPLY LLC	07/05/2019	08/06/2019	680.63	680.63	Open	N
37830	SANDRY FIRE SUPPLY LLC	07/20/2019	08/06/2019	280.66	280.66	Open	N
Total for vendor 02704 - SANDRY FIRE SUPPLY LLC:				961.29	961.29		
37219	SAPP BROS PETROLEUM INC	07/11/2019	08/06/2019	5,602.95	5,602.95	Open	N
37317	SAPP BROS PETROLEUM INC	07/10/2019	08/06/2019	719.34	719.34	Open	N
37727	SAPP BROS PETROLEUM INC	07/23/2019	08/06/2019	854.70	854.70	Open	N
37728	SAPP BROS PETROLEUM INC	07/17/2019	08/06/2019	1,674.50	1,674.50	Open	N
37729	SAPP BROS PETROLEUM INC	07/17/2019	08/06/2019	6,121.30	6,121.30	Open	N
37836	SAPP BROS PETROLEUM INC	07/29/2019	08/06/2019	5,368.17	5,368.17	Open	N
37837	SAPP BROS PETROLEUM INC	07/29/2019	08/06/2019	999.50	999.50	Open	N
37838	SAPP BROS PETROLEUM INC	07/22/2019	08/06/2019	472.45	472.45	Open	N
37839	SAPP BROS PETROLEUM INC	07/23/2019	08/06/2019	561.56	561.56	Open	N
37840	SAPP BROS PETROLEUM INC	07/24/2019	08/06/2019	709.71	709.71	Open	N
37842	SAPP BROS PETROLEUM INC	07/29/2019	08/06/2019	230.65	230.65	Open	N
37843	SAPP BROS PETROLEUM INC	07/29/2019	08/06/2019	59.00	59.00	Open	N
37910	SAPP BROS PETROLEUM INC	07/31/2019	08/06/2019	609.68	609.68	Open	N
Total for vendor 03268 - SAPP BROS PETROLEUM INC:				23,983.51	23,983.51		

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37199	SCG CONSULTING SERVICES LLC	06/27/2019	08/06/2019	4,399.00	4,399.00	Open	N
37845	SCG CONSULTING SERVICES LLC	06/30/2019	08/06/2019	5,216.00	5,216.00	Open	N
Total for vendor 02679 - SCG CONSULTING SERVICES LLC:				9,615.00	9,615.00		
37718	SCHUMACHER IRRIGATION INC	07/18/2019	08/06/2019	328.50	328.50	Open	N
37224	SHERWIN-WILLIAMS CO	07/15/2019	08/06/2019	2,292.00	2,292.00	Open	N
37225	SHERWIN-WILLIAMS CO	07/09/2019	08/06/2019	404.26	404.26	Open	N
37462	SHERWIN-WILLIAMS CO	07/08/2019	08/06/2019	4,640.00	4,640.00	Open	N
37725	SHERWIN-WILLIAMS CO	07/24/2019	08/06/2019	91.30	91.30	Open	N
37726	SHERWIN-WILLIAMS CO	07/22/2019	08/06/2019	61.52	61.52	Open	N
37829	SHERWIN-WILLIAMS CO	07/30/2019	08/06/2019	8.99	8.99	Open	N
37844	SHERWIN-WILLIAMS CO	07/30/2019	08/06/2019	41.36	41.36	Open	N
Total for vendor 03276 - SHERWIN-WILLIAMS CO:				7,539.43	7,539.43		
37353	SHEVLIN SUPPLY	07/12/2019	08/06/2019	298.76	298.76	Open	N
37719	SHEVLIN SUPPLY	07/23/2019	08/06/2019	591.12	591.12	Open	N
37720	SHEVLIN SUPPLY	07/19/2019	08/06/2019	61.88	61.88	Open	N
37721	SHEVLIN SUPPLY	07/16/2019	08/06/2019	24.55	24.55	Open	N
37833	SHEVLIN SUPPLY	07/22/2019	08/06/2019	465.81	465.81	Open	N
Total for vendor 01090 - SHEVLIN SUPPLY:				1,442.12	1,442.12		
37467	SIPPLE, HANSEN, EMERSON,	07/05/2019	08/06/2019	3,500.55	3,500.55	Open	N
37831	SIRIUS COMPUTER SOLUTIONS INC.	07/08/2019	08/06/2019	30,600.00	30,600.00	Open	N
37722	SLIVA AMY	07/18/2019	08/06/2019	64.96	64.96	Open	N
37431	SOUTHEAST LIBRARY SYSTEM	07/10/2019	08/06/2019	160.00	160.00	Open	N
37473	SOUTHEAST LIBRARY SYSTEM	07/11/2019	08/06/2019	240.00	240.00	Open	N
Total for vendor 02187 - SOUTHEAST LIBRARY SYSTEM:				400.00	400.00		
37381	STAN HOUSTON EQUIP CO, INC	06/14/2019	08/06/2019	258.90	258.90	Open	N
37832	STANLEY PETROLEUM	07/29/2019	08/06/2019	330.50	330.50	Open	N
37455	STEINER MICHAEL	07/08/2019	08/06/2019	43.40	43.40	Open	N
37723	STERICYCLE INC	08/01/2019	08/06/2019	874.90	874.90	Open	N
37315	SUPER SAVER	07/12/2019	08/06/2019	98.00	98.00	Open	N
37724	SUPER SAVER	07/22/2019	08/06/2019	139.53	139.53	Open	N
Total for vendor 00105 - SUPER SAVER:				237.53	237.53		
37187	SYSCO LINCOLN	07/10/2019	08/06/2019	743.91	743.91	Open	N
37451	SYSCO LINCOLN	07/17/2019	08/06/2019	265.13	265.13	Open	N
37463	SYSCO LINCOLN	07/12/2019	08/06/2019	1,870.78	1,870.78	Open	N
37464	SYSCO LINCOLN	07/12/2019	08/06/2019	1,228.54	1,228.54	Open	N
37465	SYSCO LINCOLN	07/15/2019	08/06/2019	1,138.87	1,138.87	Open	N
37730	SYSCO LINCOLN	07/19/2019	08/06/2019	1,468.09	1,468.09	Open	N
37731	SYSCO LINCOLN	07/19/2019	08/06/2019	1,484.16	1,484.16	Open	N
37828	SYSCO LINCOLN	07/29/2019	08/06/2019	798.65	798.65	Open	N
37834	SYSCO LINCOLN	07/26/2019	08/06/2019	658.50	658.50	Open	N
37835	SYSCO LINCOLN	07/22/2019	08/06/2019	880.18	880.18	Open	N
37846	SYSCO LINCOLN	07/24/2019	08/06/2019	714.85	714.85	Open	N

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37847	SYSCO LINCOLN	07/26/2019	08/06/2019	1,579.27	1,579.27	Open	N
	Total for vendor 00110 - SYSCO LINCOLN:			12,830.93	12,830.93		
37246	TAPCO	07/08/2019	08/06/2019	643.50	643.50	Open	N
37428	T-BONE FUEL DELIVERY	07/08/2019	08/06/2019	1,053.60	1,053.60	Open	N
37429	T-BONE FUEL DELIVERY	07/08/2019	08/06/2019	5,672.84	5,672.84	Open	N
	Total for vendor 00313 - T-BONE FUEL DELIVERY:			6,726.44	6,726.44		
37468	TIME WARNER CABLE	07/01/2019	08/06/2019	8.37	8.37	Open	N
37743	TIME WARNER CABLE	07/16/2019	08/06/2019	404.75	404.75	Open	N
	Total for vendor 00540 - TIME WARNER CABLE:			413.12	413.12		
37453	TOMKA BROOK	07/15/2019	08/06/2019	16.05	16.05	Open	N
37732	TRACTOR SUPPLY CREDIT PLAN	07/23/2019	08/06/2019	12.49	12.49	Open	N
37733	TRACTOR SUPPLY CREDIT PLAN	07/24/2019	08/06/2019	99.99	99.99	Open	N
37734	TRACTOR SUPPLY CREDIT PLAN	07/11/2019	08/06/2019	63.95	63.95	Open	N
	Total for vendor 03283 - TRACTOR SUPPLY CREDIT PLAN:			176.43	176.43		
37741	TRI COUNTY REPAIRS	07/17/2019	08/06/2019	236.71	236.71	Open	N
37221	TRUCK CENTER COMPANIES	07/16/2019	08/06/2019	250.52	250.52	Open	N
37447	TRUCK CENTER COMPANIES	07/18/2019	08/06/2019	303.08	303.08	Open	N
37735	TRUCK CENTER COMPANIES	07/22/2019	08/06/2019	63.24	63.24	Open	N
37736	TRUCK CENTER COMPANIES	07/22/2019	08/06/2019	228.38	228.38	Open	N
37737	TRUCK CENTER COMPANIES	07/22/2019	08/06/2019	65.44	65.44	Open	N
37740	TRUCK CENTER COMPANIES	07/24/2019	08/06/2019	681.19	681.19	Open	N
37742	TRUCK CENTER COMPANIES	07/23/2019	08/06/2019	446.77	446.77	Open	N
37851	TRUCK CENTER COMPANIES	07/30/2019	08/06/2019	19.18	19.18	Open	N
37852	TRUCK CENTER COMPANIES	07/29/2019	08/06/2019	31.08	31.08	Open	N
	Total for vendor 00550 - TRUCK CENTER COMPANIES:			2,088.88	2,088.88		
37242	TSP INC	07/08/2019	08/06/2019	2,441.10	2,441.10	Open	N
37212	TURFWERKS	07/10/2019	08/06/2019	1,805.43	1,805.43	Open	N
37853	TURFWERKS	07/26/2019	08/06/2019	947.15	947.15	Open	N
	Total for vendor 00357 - TURFWERKS:			2,752.58	2,752.58		
37854	TWIN RIVERS VETERINARY CLINIC	07/27/2019	08/06/2019	301.00	301.00	Open	N
37855	TWIN RIVERS VETERINARY CLINIC	07/26/2019	08/06/2019	439.00	439.00	Open	N
37856	TWIN RIVERS VETERINARY CLINIC	07/26/2019	08/06/2019	311.00	311.00	Open	N
	Total for vendor 01413 - TWIN RIVERS VETERINARY CLINIC:			1,051.00	1,051.00		
37857	U & I SANITATION	07/22/2019	08/06/2019	49.50	49.50	Open	N
37858	U & I SANITATION	07/22/2019	08/06/2019	41.75	41.75	Open	N
	Total for vendor 00100 - U & I SANITATION:			91.25	91.25		
37747	ULTRA GRAPHICS	07/17/2019	08/06/2019	122.28	122.28	Open	N
37251	UNION PACIFIC RAILROAD CO	07/10/2019	08/06/2019	2,790.21	2,790.21	Open	N
37744	UPS STORE	07/11/2019	08/06/2019	32.19	32.19	Open	N

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37472	US CELLULAR	06/28/2019	08/06/2019	42.86	42.86	Open	N
37209	USA BLUE BOOK	07/01/2019	08/06/2019	774.25	774.25	Open	N
37232	USDA, APHIS	07/08/2019	08/06/2019	1,142.85	1,142.85	Open	N
37218	VAN DIEST SUPPLY COMPANY	07/15/2019	08/06/2019	469.00	469.00	Open	N
37238	VAN DIEST SUPPLY COMPANY	07/15/2019	08/06/2019	1,876.00	1,876.00	Open	N
	Total for vendor 00068 - VAN DIEST SUPPLY COMPANY:			2,345.00	2,345.00		
37746	VAN WALL EQUIPMENT INC	07/19/2019	08/06/2019	69.72	69.72	Open	N
37754	VELASQUEZ SANTIAGO	07/25/2019	08/06/2019	26.03	26.03	Open	N
37452	VERIZON WIRELESS	07/05/2019	08/06/2019	400.28	400.28	Open	N
37671	VOLUNTEER FIRE DEPARTMENT	03/28/2019	08/06/2019	115.00	115.00	Open	N
37745	VVS CANTEEN	07/24/2019	08/06/2019	189.72	189.72	Open	N
37289	WALMART COMMUNITY/GEGRB	06/27/2019	08/06/2019	54.97	54.97	Open	N
37290	WALMART COMMUNITY/GEGRB	07/05/2019	08/06/2019	146.46	146.46	Open	N
37293	WALMART COMMUNITY/GEGRB	07/12/2019	08/06/2019	70.43	70.43	Open	N
37481	WALMART COMMUNITY/GEGRB	07/17/2019	08/06/2019	18.37	18.37	Open	N
37549	WALMART COMMUNITY/GEGRB	06/25/2019	08/06/2019	81.93	81.93	Open	N
37550	WALMART COMMUNITY/GEGRB	06/27/2019	08/06/2019	23.88	23.88	Open	N
37551	WALMART COMMUNITY/GEGRB	06/27/2019	08/06/2019	21.31	21.31	Open	N
37552	WALMART COMMUNITY/GEGRB	07/09/2019	08/06/2019	12.98	12.98	Open	N
37553	WALMART COMMUNITY/GEGRB	07/09/2019	08/06/2019	60.12	60.12	Open	N
37554	WALMART COMMUNITY/GEGRB	06/17/2019	08/06/2019	102.84	102.84	Open	N
37555	WALMART COMMUNITY/GEGRB	06/19/2019	08/06/2019	44.74	44.74	Open	N
37556	WALMART COMMUNITY/GEGRB	06/24/2019	08/06/2019	52.30	52.30	Open	N
37557	WALMART COMMUNITY/GEGRB	06/21/2019	08/06/2019	29.58	29.58	Open	N
37558	WALMART COMMUNITY/GEGRB	07/02/2019	08/06/2019	88.08	88.08	Open	N
37559	WALMART COMMUNITY/GEGRB	07/05/2019	08/06/2019	6.88	6.88	Open	N
37560	WALMART COMMUNITY/GEGRB	07/01/2019	08/06/2019	36.08	36.08	Open	N
37561	WALMART COMMUNITY/GEGRB	06/30/2019	08/06/2019	19.90	19.90	Open	N
37562	WALMART COMMUNITY/GEGRB	06/26/2019	08/06/2019	42.79	42.79	Open	N
37563	WALMART COMMUNITY/GEGRB	07/18/2019	08/06/2019	227.18	227.18	Open	N
37564	WALMART COMMUNITY/GEGRB	06/27/2019	08/06/2019	54.97	54.97	Open	N
37565	WALMART COMMUNITY/GEGRB	07/05/2019	08/06/2019	146.46	146.46	Open	N
37566	WALMART COMMUNITY/GEGRB	07/12/2019	08/06/2019	70.43	70.43	Open	N
37567	WALMART COMMUNITY/GEGRB	06/18/2019	08/06/2019	6.34	6.34	Open	N
37568	WALMART COMMUNITY/GEGRB	06/24/2019	08/06/2019	122.33	122.33	Open	N
37569	WALMART COMMUNITY/GEGRB	06/27/2019	08/06/2019	65.22	65.22	Open	N
	Total for vendor 03299 - WALMART COMMUNITY/GEGRB:			1,606.57	1,606.57		
37752	WANGLER BRADLEY	07/16/2019	08/06/2019	24.25	24.25	Open	N
37859	WELLNESS COUNCIL OF AMERICA	05/31/2019	08/06/2019	20.95	20.95	Open	N
37900	WELLNESS COUNCIL OF AMERICA	07/31/2019	08/06/2019	20.95	20.95	Open	N
	Total for vendor 00147 - WELLNESS COUNCIL OF AMERICA:			41.90	41.90		
37344	WEMHOFF REFRIGERATION INC	05/06/2019	08/06/2019	0.00	0.00	Void	N
37848	WEMHOFF REFRIGERATION INC	06/05/2019	08/06/2019	560.48	560.48	Open	N
37849	WEMHOFF REFRIGERATION INC	06/05/2019	08/06/2019	373.79	373.79	Open	N

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Total for vendor 03302 - WEMHOFF REFRIGERATION INC:				934.27	934.27		
37227	WEST POINT IMPLEMENT OF	07/11/2019	08/06/2019	50.78	50.78	Open	N
37748	WEST POINT IMPLEMENT OF	07/24/2019	08/06/2019	7.53	7.53	Open	N
37749	WEST POINT IMPLEMENT OF	07/25/2019	08/06/2019	2.61	2.61	Open	N
37750	WEST POINT IMPLEMENT OF	07/10/2019	08/06/2019	53.82	53.82	Open	N
37860	WEST POINT IMPLEMENT OF	07/15/2019	08/06/2019	75.46	75.46	Open	N
37861	WEST POINT IMPLEMENT OF	07/17/2019	08/06/2019	96.72	96.72	Open	N
Total for vendor 00385 - WEST POINT IMPLEMENT OF:				286.92	286.92		
37469	WORTMAN STEVE	07/13/2019	08/06/2019	7.88	7.88	Open	N
37751	WUNDERLICH'S CATERING	07/08/2019	08/06/2019	334.00	334.00	Open	N
37211	ZEE MEDICAL SERVICE	07/12/2019	08/06/2019	20.30	20.30	Open	N
37215	ZEE MEDICAL SERVICE	07/12/2019	08/06/2019	86.39	86.39	Open	N
Total for vendor 03305 - ZEE MEDICAL SERVICE:				106.69	106.69		
37440	ZIMCO SUPPLY CO	07/11/2019	08/06/2019	2,187.50	2,187.50	Open	N
37441	ZIMCO SUPPLY CO	07/11/2019	08/06/2019	5,910.00	5,910.00	Open	N
Total for vendor 00215 - ZIMCO SUPPLY CO:				8,097.50	8,097.50		

# of Invoices:	706	# Due:	699	Totals:	1,307,145.97	1,302,125.44
# of Credit Memos:	8	# Due:	8	Totals:	(291.95)	(291.95)
Net of Invoices and Credit Memos:					1,306,854.02	1,301,833.49

* 1 Net Invoices have Credits Totalling: (33,735.50)

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--- TOTALS BY FUND ---							
	100 - GENERAL FUND			211,534.07	211,534.07		
	160 - PLATTE CO LIBRARY SERVICE			377.59	377.59		
	200 - STREETS/ENGINEERING			127,966.93	127,966.93		
	205 - AIRPORT			1,288.18	1,288.18		
	211 - 1/2 CENT SALES TAX			485,822.19	485,822.19		
	220 - E911			4,211.64	4,211.64		
	240 - HOUSING REHAB & LOANS			974.83	974.83		
	250 - ECONOMIC DEVL REUSE			60.00	60.00		
	500 - UTILITY SERVICE			403,848.74	401,848.74		
	520 - WATER			22,288.84	20,288.84		
	560 - STORMWATER UTILITY			657.40	657.40		
	570 - SOLID WASTE DIVISION			45,494.09	45,494.09		
	600 - HEALTH INSURANCE			1,020.53	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	000 -			100.00	100.00		
	100 - GENERAL ADMINISTRATION			86,755.03	86,755.03		
	102 - COLUMBUS AREA TRANSIT			3,833.49	3,833.49		
	103 - SENIOR CENTER			6,951.09	6,951.09		
	108 - HUMAN RESOURCES			4,710.53	4,710.53		
	110 - POLICE			18,339.40	18,339.40		
	112 - ANIMAL CONTROL			2,193.85	2,193.85		
	120 - FIRE			5,766.61	5,766.61		
	121 - RESCUE			2,929.15	2,929.15		
	125 - VOLUNTEER FIRE DEPARTMENT			1,941.57	1,941.57		
	130 - LIBRARY			17,725.89	17,725.89		
	140 - CEMETERY			499.33	499.33		
	145 - COMMUNITY DEVELOPMENT			311.62	311.62		
	150 - PARKS			15,714.62	15,714.62		
	151 - PAWNEE PLUNGE WATER PARK			22,128.91	22,128.91		
	152 - AQUATIC CENTER POOL			1,493.55	1,493.55		
	155 - VAN BERG GOLF			7,316.41	7,316.41		
	156 - QUAIL RUN GOLF			12,923.02	12,923.02		
	160 - PLATTE CO LIBRARY SERVICE			377.59	377.59		
	200 - STREETS			127,966.93	127,966.93		
	205 - AIRPORT			1,188.18	1,188.18		
	211 - 1/2 CENT SALES TAX			485,822.19	485,822.19		
	220 - E911			4,211.64	4,211.64		
	240 - HOUSING REHAB & LOANS			45.00	45.00		
	243 - CDBG REVOLVING REHAB LOAN			239.83	239.83		
	244 - CDBG DPA LOANS (NENEDD)			30.00	30.00		
	245 - CDBG GRANTS			660.00	660.00		
	250 - ECONOMIC DEVL REUSE			60.00	60.00		

INVOICE REGISTER REPORT FOR COLUMBUS, NE
EXP CHECK RUN DATES 07/17/2019 - 08/06/2019
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY DEPT/ACTIVITY ---							
	500 - SANITARY SEWER			16,183.70	14,183.70		
	501 - WASTEWATER TREATMENT FAC			387,665.04	387,665.04		
	520 - WATER			22,271.85	20,271.85		
	522 - SUPERFUND PROJECT			16.99	16.99		
	560 - STORMWATER UTILITY			657.40	657.40		
	570 - TRANSFER STATION			45,494.09	45,494.09		
	600 - HEALTH INSURANCE			1,020.53	0.00		

LIQUOR LICENSE NOTICE

NOTICE IS HEREBY GIVEN THAT on July 5, 2019, Doris R. Elifritz-Lux and Norman G. Lux dba Market 23 made application to the Nebraska Liquor Control Commission for a Retail Class "D" Beer, Wine, Distilled Spirits, Off Sale Only Liquor License and a Class "K" Catering – To Deliver, Sell Or Dispense Alcoholic Liquors, including Beer, for consumption at a location designated on a Special Designated License in conjunction with their Class "D" Liquor License at 2620 23 Street, Columbus, Nebraska. A copy of said application was received from the Nebraska Liquor Control Commission by the City Clerk's Office on July 10, 2019.

Said application will be submitted to the City Council at a meeting to be held in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska on the 5th day of August, 2019 at 7:00 p.m., at which time protests against and recommendations for the granting of said license will be heard.

City of Columbus, Nebraska
BY: Janelle Kline
City Clerk


Publish 07:25:19
Two Affidavits of Publication



COLUMBUS POLICE DEPARTMENT

2419 14th Street • Columbus, Nebraska 68601 • Phone (402) 564-3201 • Fax (402) 562-7325

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: JULY 30, 2019

SUBJECT: MARKET 23
2620 23RD STREET
COLUMBUS, NEBRASKA

LIQUOR MANAGER: DORIS LUX

Market 23 is a business that is currently a farmer's market. They want to begin selling alcoholic products out of it.

A. The adequacy of existing law enforcement resources and services in the area:

There are adequate law enforcement resources and services in the area.

B. The recommendation of the police department or any other law enforcement agency:

The Columbus Police Department has no recommendation.

C. Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises, potential traffic and parking problems, and the proximity and availability of on-street and off-street parking:

There is heavy motor vehicle and some pedestrian traffic at this location. There seems to be no traffic or parking problems. There will be adequate off-street parking available.

D. Zoning restrictions and the local governing body's zoning and land-use policies:

The area is zoned for business.

- E. Sanitation or sanitary conditions on or about the proposed licensed premises:

Sanitation or sanitary conditions are in order.

- F. The existence of a citizen's protest or opposition to the application:

There is no known citizen protest or opposition to the application.

- G. The existing population and projected growth within the jurisdiction of the local governing body and within the area to be served:

There is normal projected population growth within the jurisdiction of the local governing body and within the area to be served.

- H. The existing liquor licenses, the class of each such license, and the distance and times of travel between establishments issued such licenses:

There are several liquor licenses in the near vicinity of this location. Hy Vee is located three blocks away or a three minute walk. Walgreens and CVS Pharmacies are three blocks away or a three minute walk. Fastmart is seven blocks away or a seven minute walk. Los Tres Hermanos is less than one block away or a one minute walk away.

- I. Whether the proposed license would be compatible with the neighborhood or community where the proposed premises are located:

The proposed license is compatible with this area.

- J. Whether the type of business or activity proposed to be operated or presently operated in conjunction with the proposed license is and will be consistent with the public interest as declared in section 53-101.01:

The type of business and activity proposed will be consistent with public intent.

- K. Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with section 53-102:

There is no evidence shown that the applicant will not ensure that all alcoholic beverages will be handled by persons in accordance with section 53-102.

- L. Whether the applicant has taken every reasonable precaution to protect against the possibility of shoplifting of alcoholic liquor, which alcoholic liquor shall be displayed and kept in and sold from an area which is reasonably secured:

There is no evidence that the applicant will not take every reasonable precaution to prevent shoplifting and the area is reasonably secured. There are cameras installed inside the building, and there was discussion of locking up the alcohol storage so that minors could not get it.

- M. Whether the applicant is fit, willing, and able to properly provide the service proposed in conformance with all provisions and requirements of, and rules and regulations adopted and promulgated pursuant to the act:

There is no evidence showing that the applicant is not fit, willing, and able to properly provide the service proposed in conformance with all provisions and requirements of, and rules and regulations adopted and promulgated pursuant to the act.

- N. Whether the applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensee can conform to all the provisions and requirements of, and rules and regulations adopted promulgated pursuant to the act:

There is no evidence shown that the applicant will not demonstrate that the type of management and control over the licensed premises and will ensure that the licensee can conform to all the provisions and requirements of, and rules and regulations adopted promulgated pursuant to the act.

- O. The background information of the applicant established by information contained in the public records of the commission and investigations conducted by law enforcement agencies:

The background information does not reveal any felony arrests or violations of the applicant.

- P. Past evidence of discrimination involving the applicant as evidenced by findings of fact before any administrative board or agency of the local governing body, and other governmental board or agency of the local governing body, and other governmental unit, or any court of law:

There is no evidence of discrimination involving the applicant.

- Q. Whether the applicant or the applicant's representatives suppressed any fact or provided any inaccurate information to the commission or local body or the employees of the commission or local governing body in regards to the license application or liquor investigations. The applicant shall be required to cooperate in providing a full disclosure to the investigation agents of the local governing body.

The applicant and applicant's representatives have not suppressed or provided inaccurate information to the local governing body.

- R. Proximity of and impact on schools, hospitals, libraries, parks, and other public institutions:

There does not appear that there will be any impact on local schools, libraries, parks, and other public institutions.

- S. Whether activities proposed to be conducted on the licensed premises or in adjacent related outdoor areas will create unreasonable noise or disturbance:

Activities will not create unreasonable noise.

- T. Compliance with state laws, liquor rules and regulations and municipal ordinances and regulations and whether or not the applicant has ever forfeited bond to appear in court to answer charges of having committed a felony or charges of having violated any law or ordinance enacted in the interest of good morals and decency or has been convicted of violating or has forfeited bond to appear in court and answer charges for violating any law or ordinance relating to alcoholic liquor:

There is no evidence to show that the applicant has forfeited bond to appear in court for violating any liquor law or ordinance relating to alcoholic liquor.

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: July10, 2019

DUE DATE: August 5, 2019

Applicant Doris R. Elifritz-Lux & Norman G. Lux
dba Market 23

Address 2620 23rd St., Columbus, NE 68601

Legal Description W60' of Lot 12, and the E40' of the South 174' of Lot 13,
Bock "H", Mahood Addition

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

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

Requested License or Action: Class D & Class K

Existing Zoning: B-2

Existing Land Use: Business/Residential

Adjacent Land Use and Zoning:

North: R-2

South: B-2

East: B-2

West: B-2

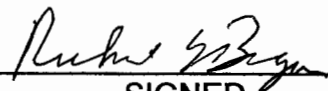
General Neighborhood/Area Land Uses: Commercial, single family residential

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): Expressway (US 30/81)

Street Width and Profile: 4 lane divided 80' wide

Speed Limit: 35 mph

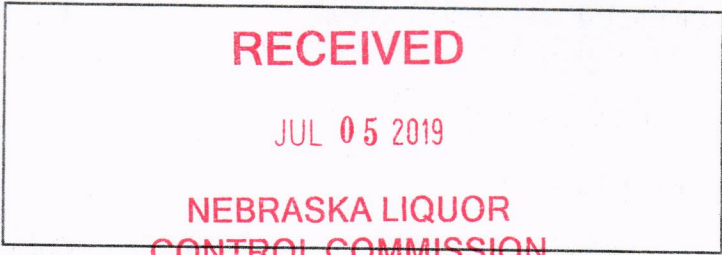
Average Daily Traffic Count: 23,155 vpd



SIGNED
City Engineer

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name _____ Phone number: _____

Firm Name _____

PREMISES INFORMATION

Trade Name (doing business as) Market 23

Street Address #1 2620 23rd Street

Street Address #2 _____

City Columbus County Platte 10 Zip Code 68601

Premises Telephone number 402-564-3541

Business e-mail address dorislux@yahoo.com

Is this location inside the city/village corporate limits: YES XX NO _____

Mailing address (where you want to receive mail from the Commission) _____

Name 2418 142 Road

Street Address #1 _____

Street Address #2 _____

City Columbus State NE Zip Code 68601

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. **Be sure to indicate the direction north and number of floors of the building.**

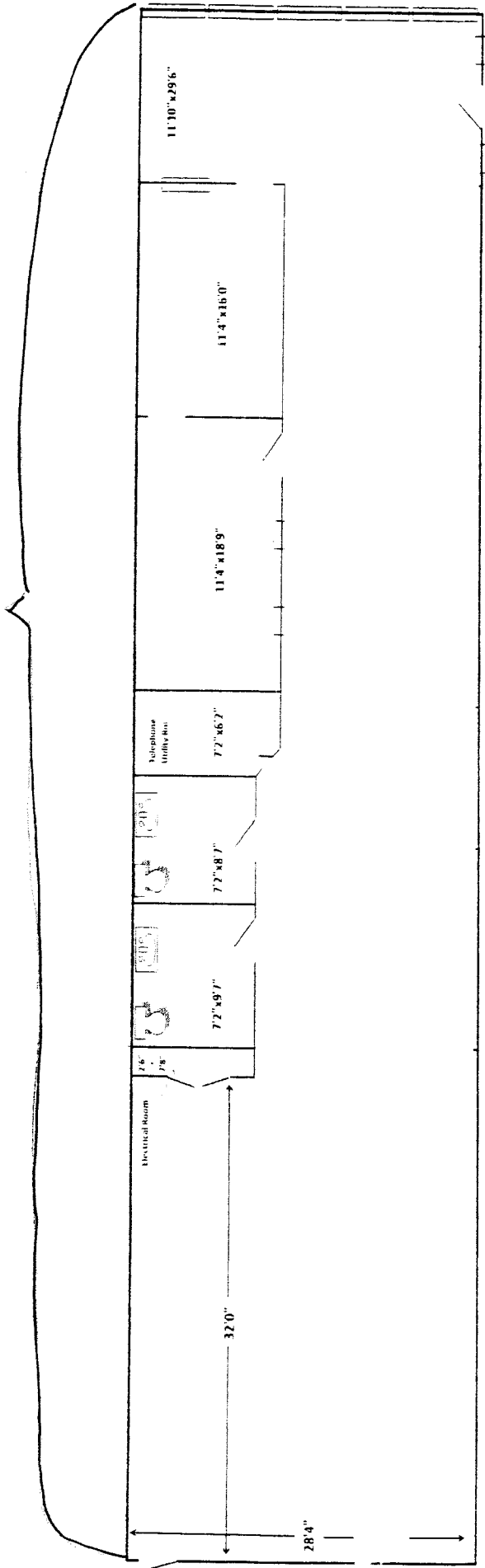
**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 121.5 x width 28 in feet
Is there a basement? Yes _____ No XX If yes, length _____ x width _____ in feet
Is there an outdoor area? Yes _____ No XX If yes, length _____ x width _____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

One story building 28 x 121

121'7" ft



2085 33rd Ave.
Columbus, ME 08601
PHONE: 402-943-8244
Facsimile: 402-863-2822



Jeff Gokie - 270-2304
jgokie@megavision.co

2620 23rd St.
Columbus NE 68601

C.S. Nelson Co.
REAL ESTATE

APPLICANT INFORMATION

✓ 1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. **Include traffic violations.** Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

XX YES _____ NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Doris R. Lux	I have had some	speeding tickets do	not remember when or where	

✓ 2. Are you buying the business of a current retail liquor license?

_____ YES **XX** NO

If yes, give name of business and liquor license number _____

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

✓ 3. Was this premise licensed as liquor licensed business within the last two (2) years?

_____ YES _____ NO

If yes, give name and license number NA

✓ 4. Are you filing a temporary operating permit (TOP) to operate during the application process?

_____ YES **XX** NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

√ 5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?
_____ YES XX NO

If yes, list the lender(s) _____

√ 6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?
_____ YES XX NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners

√ 7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?
_____ YES XX NO

If yes, list such item(s) and the owner. _____

√ 8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?
_____ YES XX NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)
Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

√ 9. Is anyone listed on this application a law enforcement officer?
_____ YES XX NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

√ 10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.
a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.
First Nebraska Bank -- Doris R. Lux (Elifritz-Lux) and/or Norman G. Lux

√ 11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.
NA

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date _____

Deed

Purchase Agreement

14. When do you intend to open for business? August or September, 2019

15. What will be the main nature of business? Farmers Market/Convenience Store with Hand Crafts (currently active business)

16. What are the anticipated hours of operation? Tuesday-Saturday 10 am - 6 pm; Sunday Noon-4 pm

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE

APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Doris R. Lux (Elifritz-Lux) 2418 142 Rd. Columbus, NE	1983	Present	Norman G. Lux 2418 142 Rd. Columbus, NE	1963	Present

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

✓
Doris R. Elifritz-Lux
Signature of Applicant

Norman G. Lux
Signature of Spouse

Doris R. Elifritz-Lux
Print Name

Norman G. Lux
Print Name

Doris R. Elifritz-Lux
Signature of Applicant

Signature of Spouse

Print Name

Print Name

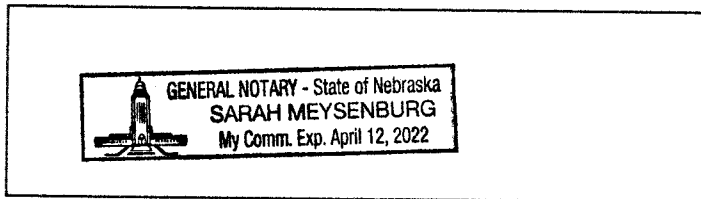
ACKNOWLEDGEMENT

State of Nebraska
County of PLATTE

July 3, 2019
date

The foregoing instrument was acknowledged before me this
by Doris & Norman LUX
name of person(s) acknowledged (individual(s) signing)

Sarah Meysenburg
Notary Public signature

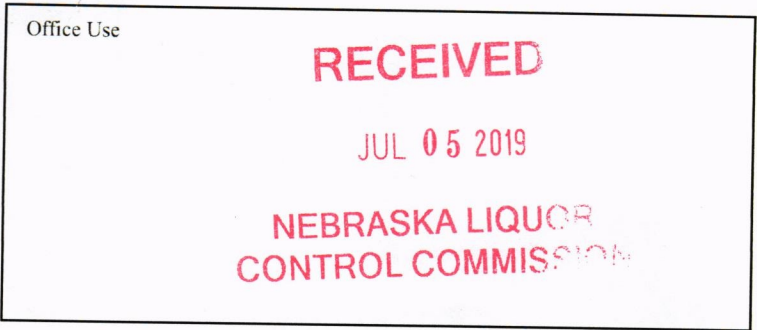


In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**APPLICATION FOR LIQUOR LICENSE
INDIVIDUAL
INSERT - FORM 1**

Partnership

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



Individual applicants, including spouse, are required to adhere to the following requirements

- 1) **Must be a citizen of the United States**
- 2) **Must be a Nebraska resident (Chapter 2 - 006)**
- 3) **Must provide a copy of their certified birth certificate, INS papers or US Passport**
- 4) **Fingerprints are required. See Form 147 for further information, this form MUST be included with your application**
- 5) **Must sign the signature page of the Application for License form**
- 6) **Applicant may be required to take a training course**
- 7) **Be a registered voter in the State of Nebraska, include a copy of voter registration card with application**

Name of individual applicant who will hold license

Last Name: Elifritz-Lux
First Name: Doris MI: R
Home Address: 2418 142 Road City: Columbus Zip Code: 68601
Social Security Number: _____ Date of Birth: _____
Home Telephone Number: 402-564-6410
Driver's License Number: _____ State: NE

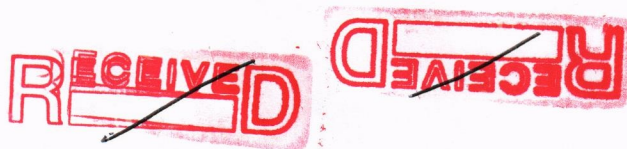
Are you married? (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

YES

NO

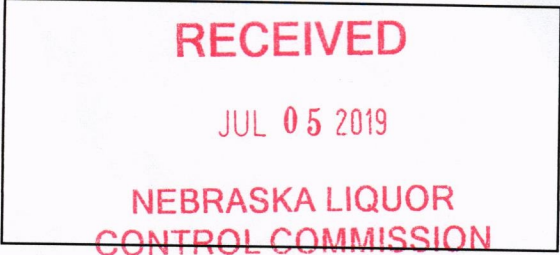
If yes, provide your spouse's information below

Spouses Last Name: Lux
Spouses First Name: Norman MI: G
Social Security Number: _____ Date of Birth: _____
Driver's License Number: _____ State: NE



APPLICATION FOR ADDING SPOUSE

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



Doris R Elifritz-Lux

Licensee Name	Liquor License Number
2620 23rd Street	68601
Premises Address	City
Doris R. Elifritz-Lux	Columbus
Contact Name	Zip Code
dlux@cccneb.edu	402-270-5313
Email Address	Contact Telephone Number

SPOUSE	Name: (Last, First, Middle) Elifritz-Lux, Doris, Renea	Date of Birth	Social Security No.
	Home Address : (Street) 2418 142 Road	City, State, Zip Code Columbus, NE 68601	
	Telephone Number 402-564-6410		
	Name of Spouse: (Last, First, Middle) Lux, Norman, Gerhardt	Date of Birth	Social Security No.

Has your spouse ever been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution, including traffic violations. List the nature of the change, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application.

YES NO

If yes, complete the following:

Name: (Last, First, Middle)	Conviction Date	Charge	Disposition	Location

Fingerprints and Form 147 are required. Fingerprint cards are available at the Liquor Control Commissions office upon request. See Form 147 for instructions.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Norman G. Lux

Print Spouse's Name
 Spouse's Signature

7/3/2019
 Date

Frederick, Kim

From: Doris Elifritz-Lux <dflux@cccneb.edu>
Sent: Wednesday, July 10, 2019 12:05 PM
To: Frederick, Kim
Subject: Market 23 App

Please change my application to a partnership, with Norman Lux

Doris Lux

DORIS ELIFRITZ-LUX
PT ENTREPRENEURSHIP CENTER DIR
dflux@cccneb.edu | +1 402 562 1242



www.cccneb.edu
4500 63RD STREET | PO BOX 1027 | COLUMBUS, NE 68602
TOLL FREE 1.877.222.0780

Central Community College maximizes student and community success.

RECEIVED

JUL 10 2019

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Important Message:
If you have recently moved, please use the [Polling Place](#) feature. Locate Your Polling Place with the street and city address of your new/current residence.

[HOME](#)[REGISTRATION
INFORMATION](#)[POLLING
PLACE](#)[PROVISIONAL
BALLOT](#)[ABSENTEE
BALLOT](#)

Select Language ▼

Registrant Search Information

Registrant Detail

Name: Doris Renea Lux
Party: Republican
Polling Place: St. Vincent's Parish Hall
631 South Street
Osceola, NE 68651

Districts

DISTRICT NAME

U.S. Congressional District 1
Board of Regents District 6
State Board of Education Dist6
Nebraska PPD SubD 7
ESU 7 District 11
Central Com College Dist 5
Central Platte NRD SubD 9
Appeals Court Judge Dist 5
County Judge Dist 5
District Judge, Dist 5
Legislative District 24
Supreme Court Judge Dist 5
PSC District 4
County Commissioner District 1
Duncan Fire District
Shelby/Rising City Public Sch
Polk PPD SubD 1

DISTRICT TYPE

U.S. Congressional District
Board of Regents
State Board of Education
Public Power District
ESU District
Community College District
Natural Resources District
Judge of Appeals Court Dist.
Judge of County Court Dist.
Judge of District Court Dist.
Legislative District
Judge of Supreme Court Dist.
Public Service Comm District
County Board (Commiss./Superv)
Fire District
School District
Public Power District

[Voter View Mobile](#)[Registration Information](#) [Polling Place](#) [Provisional Ballot](#) [Absentee Ballot](#)

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Important Message:
 If you have recently moved, please use the **Polling Place** feature. Locate Your Polling Place with the street and city address of your new/current residence.

[HOME](#)[REGISTRATION INFORMATION](#)[POLLING PLACE](#)[PROVISIONAL BALLOT](#)[ABSENTEE BALLOT](#)[Select Language ▼](#)

Registrant Search Information

Registrant Detail

Name:	Norman G Lux
Party:	Nonpartisan
Polling Place:	St. Vincent's Parish Hall 631 South Street Osceola, NE 68651

Districts

DISTRICT NAME	DISTRICT TYPE
U.S. Congressional District 1	U.S. Congressional District
Board of Regents District 6	Board of Regents
State Board of Education Dist6	State Board of Education
Nebraska PPD SubD 7	Public Power District
ESU 7 District 11	ESU District
Central Com College Dist 5	Community College District
Central Platte NRD SubD 9	Natural Resources District
Appeals Court Judge Dist 5	Judge of Appeals Court Dist.
County Judge Dist 5	Judge of County Court Dist.
District Judge, Dist 5	Judge of District Court Dist.
Legislative District 24	Legislative District
Supreme Court Judge Dist 5	Judge of Supreme Court Dist.
PSC District 4	Public Service Comm District
County Commissioner District 1	County Board (Commiss./Superv)
Duncan Fire District	Fire District
Shelby/Rising City Public Sch	School District
Polk PPD SubD 1	Public Power District

[Voter View Mobile](#)[Registration Information](#) [Polling Place](#) [Provisional Ballot](#) [Absentee Ballot](#)

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**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: *Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

Trade Name: Market23

Name of Person Bring Fingerprinted: Doris R. Elifritz-Lux

Date of Birth: _____ Last 4 SSN: _____ Date fingerprints were taken: _____

Location where fingerprints were taken: Columbus Police Department

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Doris R. Elifritz-Lux
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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SUBMISSION OF FINGERPRINTS /
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Trade Name: Market23

Name of Person Bring Fingerprinted: Norman G. Lux

Date of Birth: _____ Last 4 SSN. _____ Date fingerprints were taken: _____

Location where fingerprints were taken: Columbus Police Department

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Norman G. Lux
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Market23

Business Plan

Indoor Farmers Market

Hand Created and Home Grown

Columbus Area – Nebraska

Doris R. Lux

Market23

Indoor Farmers Market

Hand Created and Home Grown

Columbus Area - Nebraska

The Columbus area Indoor Market project is a partnership between the Columbus Chamber of Commerce and Market23 Cooperative, Central Community College Entrepreneurship Center Affiliate Program, and SCORE. The Columbus Chamber identified the location as low to no-rent at an estimated rental value of as low to no-rent at an estimated rental value of \$36,000 per year (\$12 per square foot * 3,000 square feet) year.

The Market23 will be a permanent, year-round, self-sustaining market that provides local, healthy food to consumers from all income levels and that enriches our community. It will educate the public about food sources, nutrition, and preparation. The market will offer farmers, wineries and specialty food producers in Columbus and throughout Northcentral region of Nebraska a vibrant Nebraska marketplace with high visibility, foot traffic, and a growing residential, professional, and tourist customer base.

Our non-profit model assumes a break even operating margin, existing solely to create, run, and promote the marketplace and provide for the education of our community. Vendors will offer an assortment of local products in permanent refrigeration, freezers and tubs and temporary settings.

Products will include farm fresh produce; beef and pork meat, poultry, and eggs; cheese and dairy; bread and baked goods; plants and flowers; beer and wine; and an assortment of specialty and prepared foods.

There are five critical reasons why the Market23 will succeed:

1. Unparalleled location. The Market23 is in an unparalleled location that offers the high visibility and traffic necessary to support a retail enterprise. The location enjoys the only Locally sourced market of its kind in the Columbus area.
2. Growing consumer demand. The Market23 fresh and local assortment is on trend with prevailing grocery attitudes that demonstrate a growing market for fresh foods and a clear preference for local sourcing.

today, 70 percent of grocers are planning to shrink their center store and grow their fresh offerings. The addition of the Market34 allows for a robust seasonal operation—design plans can accommodate up to 25-35 vendors—which increases the diversity of product lines and allows important access for smaller vendors who might otherwise be unable to meet year-round production standards.

Feasibility Study: Growing consumer demand.

In the United States, a more educated consumer, growing concern about food safety and nutrition, and an interest in buying local have elevated the fresh movement.

Consumer trends. Eating at home may be one of the few behavioral changes from the recession to stick. According to the American Dietetic Association Foundation, 73 percent of meals were eaten at home in 2015. This was up from just 52 percent in 2005. It appears that the trend is one part stretching household budgets and another part finding a genuine joy in cooking and breaking bread with family and friends, as at home dining seems to be back in vogue. Cooking has become hip, says Rick Smilow, president of the Institute for Culinary Education, where registration for recreational courses was up 10 percent last year.

The rise of fresh format. Perishables are the engine of growth in the grocery business. Fresh format stores (e.g., Whole Foods, Fresh Market) and limited assortment formats (e.g., Trader Joe's, Save-A-Lot) have been growing at a faster rate than more traditional grocery chains and are predicted to maintain a heady rate of 13 percent growth per year in the coming years. Within existing stores, "fresh" is the fastest growing product category.

Local, the new organic. In consumers' eyes, "Local is the new Organic." According to recent surveys 47 percent of adults would be willing to pay more for fruit, vegetables, meat and cheese produced near their homes and 52 percent of consumers report that it is more important to buy local produce than organic. Nearly half of consumers believe locally-sourced food to be safer and have higher nutritional and health value.

Great retail demographics for the location. Residents within an approximate half-mile radius of the market location is middle to high educated and boast middle-income households—the two most reliable characteristics of the average farmers market customer in surveys done across the United States. Millennials and baby boomers are the two critical sub-segments of consumers who are driving national consumer trends towards "Buy Local."

The demographics of the Market23 trade zone feature populations from ages 22 to 35, and older baby boomer households with middle to high incomes.

Break even operating margin.

The market model is built on a breakeven operating assumption. Annual operating costs will be met through vendor's rents, a mix of fees and additional opportunities for revenue generation, which include rental space, fees, percent of sales, classes and select sponsorships.

Subsidized rents. Market23 is able to keep vendor rents to a minimum due to the building donated by owner. The year-one rent package charged to vendors is designed to cover the expenses of the building; utilities, sanitation, phone, and taxes.

Successful markets are experiential. They provide visitors with more than just an opportunity to purchase products. They say something about the community that they are located in, and the people who shop there like what that market says about them. Markets introduce people to new tastes and new ideas; different people and different traditions. A market educates shoppers about new food and products and ways to prepare them, and decorations one of a kind.

Shoppers go to a market expecting discovery. It introduces the farmers, producers, and food practices that are behind the food that we buy. A good market is smart economics and a well-choreographed experience that introduces quality products and talented vendors onto a stage that is simple but smart in its presentation and authenticity.

Public markets must have public goals. Public goals give a defined civic purpose to the market activity. Nationally, these goals have included anything from attracting shoppers to a downtown or neighborhood commercial district, providing affordable retailing opportunities to small businesses, preserving farming or farmland in the region, affording access to healthy, affordable fresh foods, activating an underused public space, or displacing an undesirable use of a public space. Market23 has five focused public impact goals:

1. **Economic development.** Market23 will be a robust city/town/rural exchange that helps to boost regional farm sales.

The market is an incubator for small business, a job creator (throughout the value chain), and a marketplace to drive customer demand for local products.

2. **Resiliency in the regional food system.** While Market23 is similar to other public markets, in one way, it is entirely unique to carry an all-local assortment.

By focusing assortment on local Northcentral Nebraska production, the market will showcase local agriculture, fisheries, and specialty food production and—in certain categories—will introduce market demand that is strong enough to expand local production. The average

the availability of SNAP and EBT benefits, and collaborating with Columbus Farmers Market. Market23 will explore creating direct access to local produce within underserved communities.

Market Operations

The market is effectively two marketplaces in one: the indoor year-round vending floor is comprised of approximately 6-10 permanent vendors and a handful of rotating seasonal vendors. Additional space which can accommodate up to 20-30 craft/repurpose vendors and will be available throughout the year. Two types of lease agreements will define the market: Agreement A - produce and large crafters - \$60 per month and lease for one-year term; Agreement B - \$15 per month and 20% commission on sales for smaller craft/repurpose, seasonal, and temporary vendors. Agreement A will be structured to reflect year-round assortments. Agreement B will be temporary rental agreements will be negotiated as either seasonal rental agreements on a renewable three-month period or as a temporary contract ranging from daily, weekend, or weeks throughout the year. Year-round lease agreements will be individualized and speak to a number of the priorities detailed herein but may also stipulate crop lists by season, pricing expectations, goals for local sourcing, etc. Where aggregators are used to increase access to smaller producers and deepen product inventory, the lease will detail their margin for mark up, sourcing goals, and outcomes. Prepared foods vendors may need to commit to certain standards in production including the use of locally grown or produced ingredients.

Vendor Selection Criteria All vendors will be juried and evaluated using a scorecard that's based on the following selection criteria:

Product quality. This includes product freshness, consistency, uniqueness and diversity, taste, selection of ingredients, and sourcing.

Provenance. The goal is to select the highest quality product from the local source.

Business plan. The experience and reputation of the vendor, the method of sales (direct representatives vs. coop), production practices and standards, business size, financial plans, pricing, display, references, proven ability to compete within product category, and commitment to mission. Ethnic and specialty food. The number of Hispanic-owned firms in the Columbus area increased by 70 percent between 2005 and 2015 while the number of Asian- owned businesses grew by 11 percent. Immigrant entrepreneurs and new residents have provided a major boost in the resurgence of smaller communities. The immigrant population is an important part of our Columbus community and a critical customer base. Vendor

JOINT TENANCY WARRANTY DEED

Robert L. Johnson and Alverna M. Johnson, Husband & Wife, Grantor, in consideration of
 One dollar (\$1.00) and other valuable considerations dollars received from Grantee,
 Norman G. Lux and Doris R. Lux, Husband and Wife

conveys to Grantees, as joint tenants and not as tenants in common, the following described real estate (as defined in Neb. Rev. Stat. 78-201):

The West 60 feet of Lot 12, and the East 40 feet of the South 174 feet of Lot 13, Block "H", Mahood Addition to the City of Columbus, Platte County, Nebraska, except the following:

A tract of land located in part of Lots 12 and 13, Block H, Mahood Addition to the City of Columbus, Platte County, Nebraska, described as follows:

Commencing at a point on the South line of, and 40.00 feet west of, the SE Corner of Lot 13, Block H, Mahood Addition to the City of Columbus, Platte County, Nebraska, and assuming the East line of said Lot 13 to have a bearing of N 0°00'00" E; thence N 0°00'00" E, 72.98 feet; thence S 89°16'00" E, 2.63 feet, to the point of beginning; thence continuing S 89°16'00" E, 37.37 feet, to a point on the East line of said Lot 13, said point also being 73.17 feet north of the SE Corner of said Lot 13; thence continuing S 89°16'00" E, 2.81 feet; thence N 0°41'20" E, 36.00 feet; thence N 89°17'41" W, 40.14 feet; thence S 0°45'09" W, 35.98 feet to the point of beginning.

Grantor covenants (jointly and severally, if more than one) with the Grantee that Grantor:

- (1) is lawfully seized of such real estate and that it is free from encumbrances subject to easements, reservations, covenants and restrictions of record
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons.

Executed: June 15, 1989

Robert L. Johnson
Alverna M. Johnson

NEBRASKA DOCUMENTARY
 STAMP TAX
 Date June 17, 1989
 \$ 143.50 By D.E.H.

State of Nebraska
 County of Platte

The foregoing instrument was acknowledged before me on June 15, 1989
 by Robert L. Johnson and Alverna M. Johnson, Husband and Wife

GENERAL NOTARY-STATE OF NEBRASKA
 ROBERT R. STEINKE
 My Comm. Exp. Jan 17, 1992

Robert R. Steinke

STATE OF NEBRASKA
 County of Platte

Filed for record and entered in Numerical Index on June 19th, 1989

at 10:22 o'clock A.M., and recorded in Deed Record 184, Page 741.

Fee-\$5.50
 Will Call-Platte County Title
 Co., City

By: *Dorothy K. Henneman*
 Register of Deeds





COLUMBUS POLICE DEPARTMENT

2419 14th Street • Columbus, Nebraska 68601 • Phone (402) 564-3201 • Fax (402) 562-7325

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS, NEBRASKA

FROM: CHARLES S. SHERER, CHIEF OF POLICE *CS*

DATE: JULY 22, 2019

SUBJECT: LIQUOR LICENSE
MANAGER CHANGE
EAGLES FRATERNAL ORDER #1834
3205 12TH STREET
COLUMBUS, NEBRASKA

MANAGER:
DOUGLAS W. WIESE
DOB: 10/30/1970
1878 43RD AVENUE
COLUMBUS, NEBRASKA 68601

It should be noted that this change of licensing is for the purpose of changing Managers at the Fraternal Order of Eagles

- K. The applicant can ensure that all alcoholic beverages, including beer and wine will be handled by persons in accordance with section 53-102:

The Columbus Police Department makes no recommendations.

- L. The applicant has taken every reasonable precaution to protect against the possibility of shoplifting of alcoholic liquor, which alcoholic

liquor shall be displayed and kept in and sold from an area which is reasonably secured:

The Columbus Police Department makes no recommendations.

- M. The applicant is fit, willing and able to properly provide the service proposed in conformance with all provisions and requirements of the rules and regulations adopted and promulgated pursuant to the act:

The Columbus Police Department makes no recommendations.

- N. The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensee can conform to all the provisions and requirements of the rules and regulations adopted and promulgated pursuant to the act:

The Columbus Police Department makes no recommendations.

- O. The background information of the applicant established by information contained in the public records of the commission and investigations conducted by law enforcement agencies show that the applicant has not been involved in any criminal investigation with the Columbus Police Department.

- P. There is no evidence of discrimination on the part of the applicant:

The Columbus Police Department makes no recommendations.

- Q. There is no evidence to show that the applicant suppressed any or provided any inaccurate information to the commission or local governing body.

The Columbus Police Department makes no recommendations.

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

JUL 01 2019

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Eagles Frat Order Platte #1834

Premise information

Liquor License Number: 001237 Class Type C (if new application leave blank)

Premise Trade Name/DBA: FOE #1834

Premise Street Address: 3205 12th Street

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402-564-3361

Premise Email address: columbuseagles1834@gmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).



SIGNATURE REQUIRED BY CORPORATE OFFICER OR MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Douglas First Name: Wiese MI: W

Home Address: 1878 43rd Ave

City: Columbus County: Platte Zip Code: 68601

Home Phone Number: 402-910-8233

Driver's License Number & State: _____

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: Columbus Hospital

Email address: dwiese@ernstauto.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES

NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Columbus NE	1981	present			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2007	present	Ernst Auto Center	Kory Nelson	402-564-2736
1998	2007	Hyvee	Deb Shanle	402-563-4524

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, ~~EVER~~ been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, ~~XXXXXXXXXX~~. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Douglas Wiese	summer 1987	Columbus	speeding	??

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

Eagles Frat Order 1834

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Doug Wiese Bartender	1995	Little bo's Columbus Ne

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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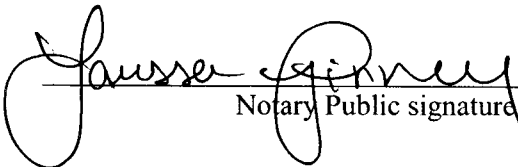
Signature of Manager Applicant

Signature of Spouse

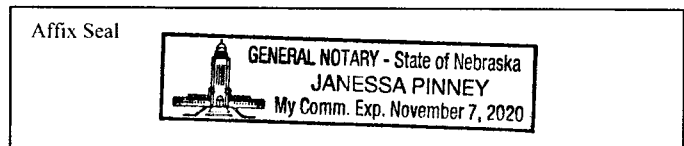
ACKNOWLEDGEMENT

State of Nebraska
County of Platte The foregoing instrument was acknowledged before me this

May 23 2019 by Douglas W Wiese
date NAME OF PERSON BEING ACKNOWLEDGED



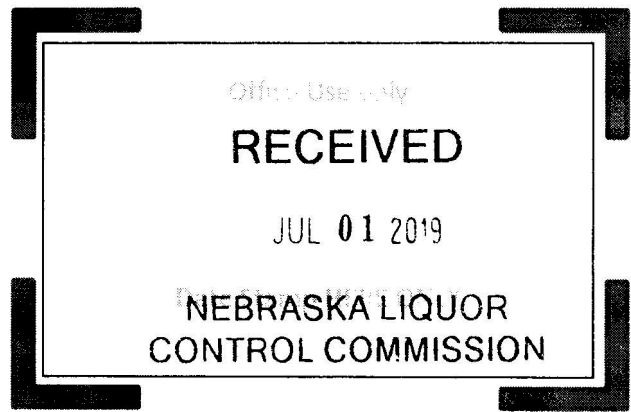
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

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Lincoln, NE 68521

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Trade Name: Fraterniteo Eagles Fraternal order Platte 1834

Name of Person Bring Fingerprinted: Douglas W Wiese

Date of Birth: _____ Last 4 SSN: _____ Date fingerprints were taken: _____

Location where fingerprints were taken: _____

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES



SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Important Message
 If you have recently moved, please use the Polling Place feature. Locate Your Polling Place with the street and city address of your new current residence.

[HOME](#)

**REGISTRATION
 INFORMATION**

**POLLING
 PLACE**

**PROVISIONAL
 BALLOT**

**ABSENTEE
 BALLOT**

Select Language ▾

Registrant Search Information

Registrant Detail

Name: Douglas W Wiese
Party: Republican
Polling Place: Eagles Club Ball Room
 3205 12th St.
 Columbus, NE 68601

Districts

DISTRICT NAME	DISTRICT TYPE
Columbus Public Schools	School District
Central Com College Dist 5	Community College District
County Judge Dist 5	Judge of County Court Dist.
Platte Co Supr-Dist 6	County Board (Commiss./Superv)
Columbus FD	Fire District
Columbus Mayor	Mayor
Loup River PPD SubD 8	Public Power District
Loup River PPD SubD 9	Public Power District
Loup River PPD SubD 10	Public Power District
Nebraska PPD SubD 9	Public Power District
PSC District 4	Public Service Comm District
Loup River PPD SubD 7	Public Power District
Appeals Court Judge Dist 3	Judge of Appeals Court Dist.
Lower Loup NRD SubD 7	Natural Resources District
State Board of Education Dist3	State Board of Education
ESU 7 District 4	ESU District
U.S. Congressional District 1	U.S. Congressional District
Supreme Court Judge Dist 3	Judge of Supreme Court Dist.
Legislative District 22	Legislative District
Board of Regents District 3	Board of Regents
Columbus City Council-Ward 2	City Council (Ward)
District Judge, Dist 5	Judge of Distict Court Dist.
Central Com College At Large	Community College District
Lower Loup NRD At Large	Natural Resources District

[Voter View Mobile](#)
[Registration Information](#) [Polling Place](#) [Provisional Ballot](#) [Absentee Ballot](#)

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 © Voter View 3.3.1480.0



COLUMBUS POLICE DEPARTMENT

2419 14th Street • Columbus, Nebraska 68601 • Phone (402) 564-3201 • Fax (402) 562-7325

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS, NEBRASKA

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: JULY 25, 2019

SUBJECT: LIQUOR LICENSE
MANAGER CHANGE
WAL-MART
818 EAST 23RD STREET
COLUMBUS, NEBRASKA

MANAGER:
ROBIN Y. SWEARINGEN
DOB: 11/30/1970
1712 20TH STREET
COLUMBUS, NEBRASKA 68601

It should be noted that this change of licensing is for the purpose of changing Managers at Wal-Mart of Columbus.

- K. The applicant can ensure that all alcoholic beverages, including beer and wine will be handled by persons in accordance with section 53-102:

The Columbus Police Department makes no recommendations.

- L. The applicant has taken every reasonable precaution to protect against the possibility of shoplifting of alcoholic liquor, which alcoholic liquor shall be displayed and kept in and sold from an area which is reasonably secured:

The Columbus Police Department makes no recommendations.

- M. The applicant is fit, willing and able to properly provide the service proposed in conformance with all provisions and requirements of the rules and regulations adopted and promulgated pursuant to the act:

The Columbus Police Department makes no recommendations.

- N. The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensee can conform to all the provisions and requirements of the rules and regulations adopted and promulgated pursuant to the act:

The Columbus Police Department makes no recommendations.

- O. The background information of the applicant established by information contained in the public records of the commission and investigations conducted by law enforcement agencies show that the applicant has not been involved in any criminal investigation with the Columbus Police Department.

- P. There is no evidence of discrimination on the part of the applicant:

The Columbus Police Department makes no recommendations.

- Q. There is no evidence to show that the applicant suppressed any or provided any inaccurate information to the commission or local governing body.

The Columbus Police Department makes no recommendations.

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

JUL 16 2019

**NEBRASKA LIQUOR
CONTROL COMMISSION**

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, **spouse must:**

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

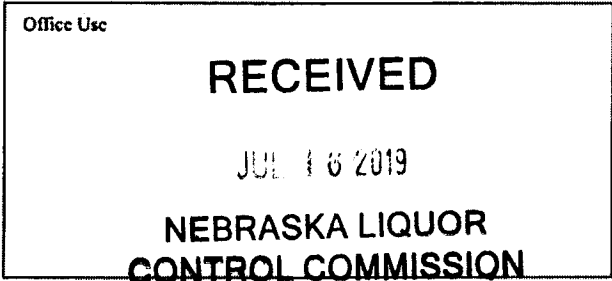
Spouse who **will** participate in the business, the **spouse must:**

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required



**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Walmart Inc.

Premise information

Liquor License Number: 066828 Class Type D (if new application leave blank)

Premise Trade Name/DBA: Walmart # 774

Premise Street Address: 818 E 23rd Street

City: Columbus County: Platte Zip Code: 68501

Premise Phone Number: 402-564-1668

Premise Email address: complc@walmart.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Swearingen First Name: Robin MI: 4

Home Address: 1712 20th St.

City: Columbus County: Platte Zip Code: 68601

Home Phone Number: 402-563-2056

Driver's License Number & State: _____ Nebraska

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: Kearney, Nebraska

Email address: ryswear.500774.us@wal-mart.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: Swearingen First Name: Timothy MI: J

Social Security Number: _____

Driver's License Number & State: _____ Nebraska

Date Of Birth: _____ Place Of Birth: Kearney, Nebraska

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Columbus, Nebraska	2005	2019			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1986	1990	Nash Finch		No longer open
1987	1990	Zephyr Cafe	Walt Goos	No longer alive

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Robin Swearingen	07/1993	Kearney, Ne	Speeding ticket	fine/guilty
Robin Swearingen	10/1986	Funck, Ne	speeding ticket	fine/guilty
Robin Swearingen	08/1987	Holdrege, Ne	speeding ticket	fine/guilty
Timothy Swearingen	07/1988	McCook, Ne	speeding ticket	fine/guilty
Timothy Swearingen	9/2016	Grand Island, Ne	speeding ticket	fine/guilty

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Robin Swearingen	07/2018	GLMS - Alcohol Sales Training

*For list of NLCC Certified Training Programs see [trainin](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.


Signature of Manager Applicant


Signature of Spouse

ACKNOWLEDGEMENT


State of Nebraska

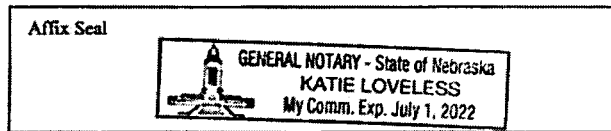
County of Platte

The foregoing instrument was acknowledged before me this

5-30-19
date

by Robin Swearingen
NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

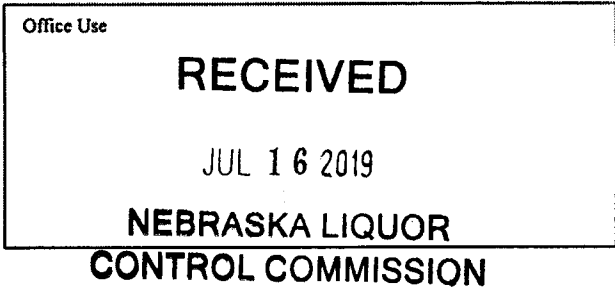
- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

Trade Name: Walmart # 774, Columbus, Ne. Walmart Inc.
Name of Person Bring Fingerprinted: Robin Yronne Swearingen
Date of Birth. _____ Last 4 SSN: _____ Date fingerprints were taken: 5/29/19
Location where fingerprints were taken: Columbus Police Dept, Columbus, Ne.
How was payment made to NSP?
 NSP PAYPORT CASH CHECK SENT TO NSP CK # _____
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES
Robin Yronne Swearingen
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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



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

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

Timothy J. Swearingen
Signature of **NON-PARTICIPATING SPOUSE**

Timothy J. Swearingen
Print Name

Robin Swearingen
Signature of **APPLICANT**

Robin Swearingen
Print Name

State of Nebraska, County of Platte

The foregoing instrument was acknowledged before me
this 5-30-19 (date)

by Timothy Swearingen
Name of person acknowledged
(Individual signing document)

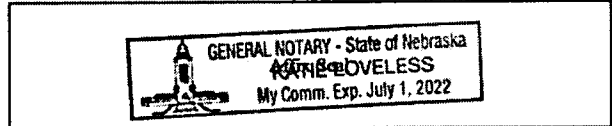
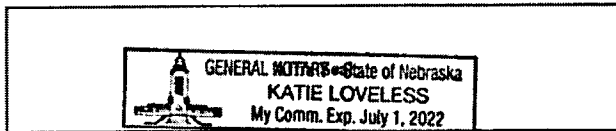
Katie Loveless
Notary Public Signature

State of Nebraska, County of Platte

The foregoing instrument was acknowledged before me
this 5:30-19 (date)

by Robin Swearingen
Name of person acknowledged
(Individual signing document)

Katie Loveless
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.



Versional

ALCOHOL SALES TRAINING

ATTENDED

⌚ 55 Minutes

100%

Attempt History

START



Alcohol Sales Training

ACTIVITIES

DETAILS

Additional Information

Below are the additional details about this activity such as facility, location and so on.

Activity status : Active

Content : Compliance

Delivery method : eLearning

Code : 11324

Training organization : Wal-Mart Stores, Inc

This activity can be completed by taking the following alternatives :

Alcohol Sales Training (2.1), Alcohol Sales Training (2.3), Alcohol Sales Training (2.4)

Requirement Details

Below are the reasons you require this activity.

Reason :

Learner Assignment Notes :

Certification Details

Below are the certifications you will acquire upon successful completion of this activity.

Alcohol Sales Training: This is a Certification

Congratulations!

Your Nebraska Voter Registration Application has been submitted. Your confirmation number is: **0000183530**

The election commissioner or county clerk will, upon receipt of the application for registration, send an acknowledgment of registration to the applicant indicating whether the application is proper or not. You should receive this acknowledgment via mail from your local county official within 10-14 days.

Personal Information

First Legal Name	ROBIN
Middle Legal Name	Y
Last Legal Name	SWEARINGEN

Current Address

Address 1	1712 20TH ST
City	COLUMBUS
County	Platte
State	Nebraska
Zip Code	68601

Additional Information

Previous/Maiden Name	
Place of Birth	Kearney, Nebraska
Address 1	
City	
County	
State	
Zip Code	

Contact Information

Home Number	(402) 563-2056
Email Address	tswearingen@neb.rr.com

Party Affiliation

MEMORANDUM

DATE: 30 July 2019
FROM: Chief Charles Sherer 
TO: City Administrator, Tara Vasicek
RE: Audio/Visual Equipment for New PD Building

RECOMMENDATION: Accept the Nebraska Furniture Mart bid for \$27,213.67 for audio/visual equipment to outfit the new police station.

DISCUSSION: The only vendor willing to submit bid for the audio/visual needs of the new department was the Nebraska Furniture Mart.

Given an overall budget of \$50,000, this leaves \$22,786.33 left to purchase other audio visual items not yet identified and radio equipment as necessary.

Attached is the NFM bid which includes appliances. I am only buying line items 8, 9, 10, 11, and 21. (highlighted)

I anticipate accepting control of the building the first week in October. Ordering the items is anywhere from 6-8 weeks out and we are 9 week until anticipated take-over of the building.

FISCAL IMPACT:


The bid is well within the \$50,000 allotted for the Audio/Visual and Radio equipment; leaving 22,786.33 for other items.

ALTERNATIVE:

Don't accept the bid and I will have to re-solicit participation in a bid process.

CONCURRENCE:

SIGNATURE:

Approved By:  _____

Approved By: _____

NFM SALES BID

12:28

NFM BID: 244890 PG 1

NFM SALES BID

ACCOUNT # ****6884

JOB SITE

CUSTOMER

CITY OF COLUMBUS
2424 14TH ST
COLUMBUS NE 68601-5038

Job Name COLUMBUS PD
Address 2419 14TH ST
CSZ COLUMBUS NE 68601
Phone - -

Salesperson: Robb S x26336 (3376)

PRICES GOOD THROUGH: 06/22/19

Estimated Job Completion Date: JUN

Last Revised Date: 05/23/19

Ln	Quant	SKU	Item Description	Unit	Price
1	1	50261577	✓ FREEZER, CHEST 14.8 CUFT FRIGI FFFC15M4TW	487.00	487.00
2	1	42073825	✓ REFER 20.5 CUFT T/M WHIRL WRT311FZDB	754.00	754.00
3	1	51248128	✓ WASHER T/L 3.2 CUFT HYBRID-KNB SPDQN TR5000WN	833.00	833.00
4	1	51248813	✓ ELE DRYER KNOB CONTROL SPDQN DR5000WE	797.00	797.00
5	1	50194901	✓ MICRO 2.2 CUFT 1200W/SENSOR WHIRL WMC50522HB	274.00	274.00
6	1	49875123	OTR MICRO 1.9 CUFT W/SENSOR WHIRL WMH32519HV	332.00	332.00
7	1	49876220	ELE RANGE SMOOTH-TOP SLF-CLN WHIRL WFE510SOHB	624.00	624.00
8	8	54611439	*43" 4K LED ULTRA HDTV SAMSG UN43RU7100FXZA	347.99	2783.92
9	3	54523618	*50" 4K LED ULTRA HDTV SAMSG UN50RU7100FXZA	397.99	1193.97
10	21	54523659	*65" 4K LED ULTRA HDTV SAMSG UN65RU7100FXZA	697.99	14657.79
11	1	54611504	*82" 4K LED ULTRA HDTV SAMSG UN82RU8000FXZA	2797.99	2797.99
12	1	50897339	QUEEN SLEEP W/AIRBED MATTRESS ENGLA 4T09A9	1125.00	1125.00
13	1	47419056	SWIVEL GLIDER FLEXF 036C-13	400.00	400.00
14	1	47419015	SOFA FLEXF 5936-30	725.00	725.00
15	1	41446170	ICE MAKER WHIRL ECKMFEZ2	74.00	74.00
16	1	50197748	REFER 25.0 CUFT SXS W/DISP WHIRL WRS325SDHB	1349.00	1349.00

* * * DOCUMENT CONTINUED ON NEXT PAGE * * *
This is page 1 of 2 pages.

NFM SALES BID

12:28

* * DOCUMENT CONTINUED FROM PREVIOUS PAGE * *

NFM BID: 244890 PG 2

CUSTOMER

CITY OF COLUMBUS
2424 14TH ST
COLUMBUS NE 68601-5038

JOB SITE

Job Name COLUMBUS PD
Address 2419 14TH ST
CSZ COLUMBUS NE 68601
Phone - -

Salesperson: Robb S x26336 (3376)

Estimated Job Completion Date: JUN

PRICES GOOD THROUGH: 06/22/19

Ln	Quant	SKU	Item Description	Unit	Price
17	1	32724627	WASHER HOSES DUAL BRAID 6' PETRA 77505	19.00	19.00
18	1	32724916	DRYER HOOK-UP KIT 4-PCORD/VENT PETRA 77007	21.00	21.00
19	2	43294362	ICE MKR DUAL BRAID 6'NONRETAIL PETRA AQU1472(IM72SS)	9.00	18.00
20	1	32724726	RANGE CORD 4' 4-WIRE 40 AMP PETRA 77450	14.00	14.00
21	34	28770840	TILT LARGE MOUNT 37-90 SANUS LT25-B1	170.00	5780.00

\$27,213.67

Appliance performance packages

Protect your purchase with an extended performance package.
See your salesperson for rates and details.

Sub Total = 35,059.67

Prices Subject to Change After 30 Days!!!!

Specifications subject to change without notice.
Dimensions are for planning purposes only.
For complete details, see installation instructions packed with product.

Product availability can vary depending upon manufacture and delivery schedule.

Installation Charge + 0.00

Delivery Charge + 0.00

TOTAL = \$35,059.67

Taxes are NOT included in Bids. Applicable Taxes will be applied when a Bid is converted to an Order.

MEMORANDUM

DATE: 30 July 2019
FROM: Chief Charles Sherer 
TO: City Administrator, Tara Vasicek
RE: Furniture for New PD Building

RECOMMENDATION: Accept the Office Net bid for \$119,889.36 to outfit the new police station with furniture.

DISCUSSION: I solicited 3 bids from area furniture vendors for the new police building. After review of the bids, I have selected Office Net as the vendor with a bid of \$119,889.36. Their bid was low bid, however all of their products come with a life-time warranty, free delivery and free installation. All-Makes had a bid of \$148,205 and Eakes submitted a bid of \$241,646.

Given an overall budget of \$225,000, this left \$105,110.64 left to purchase other necessary items such as appliances, coffee machines, and training mats.

I anticipate accepting control of the building the first week in October. Ordering the furniture is anywhere from 6-8 weeks out and we are 9 week until anticipated take-over of the building.

FISCAL IMPACT:

The bid is well within the \$225,000 allotted for the Furniture, Fixture and Equipment budget; leaving 105,110.64 for other items. Copy of the bid is attached for your review. .

ALTERNATIVE:

Don't accept the bid and accept one of the other vendors.

CONCURRENCE:

SIGNATURE:

Approved By:  _____

Approved By: _____

Item	Color					Preview	Mfg	Cat	Part Number	Part Description	Category	Qty	List	Sell	Ext List	Ext Sell
1							HON	HCG	HTLXP42 \$(L1STD) .N	Preside Laminate Panel X Base for 42" Tops Grd L1 Standard Laminates LAM: Mahogany	TABLE	4	\$ 438.00	\$ 188.34	\$ 1,752.00	\$ 753.36
2							HON	HSN	H4031 ON .T	Gueststacker 4030 Series Chair Text Seat&Back Set of 4 SHELL: Onyx COLOR: BLACK	SEATING	4	\$ 621.00	\$ 267.03	\$ 2,484.00	\$ 1,068.12
3							HON	HTL	HTLD42 .E .N .N \$(L1STD) .N	Preside 42"Round Shaped Laminate Top T-Mold Edge: Mahogany No Grommets Grd L1 Standard Laminates LAM: Mahogany	TABLE	4	\$ 479.00	\$ 205.97	\$ 1,916.00	\$ 823.88
4							HON	HSN	HML3S .A \$(1) .UR 10 .TS .N	Grove Three Seat Lounge Arm: Straight Grade 1 Upholstery Contourett COLOR: Black Tapered Square Leg Color: Mahogany	SEATING	1	\$ 222.00	\$ 95.46	\$ 222.00	\$ 95.46
5							HON	HCG	H107824 \$(L1STD) .NN	10700 Series Modular Desk Shell 30D 48W Grd L1 Standard Laminates Lam: Mahogany	FREESTANDING CASEGOODS	6	\$ 791.00	\$ 340.13	\$ 4,746.00	\$ 2,040.78
6							HON	HSN	H4031 ON .T	Gueststacker 4030 Series Chair Text Seat&Back Set of 4 SHELL: Onyx COLOR: BLACK	SEATING	2	\$ 621.00	\$ 267.03	\$ 1,242.00	\$ 534.06
7							HON	HSN	HITLU .Y1 .V .H .CU10 \$(1) .CU 10 .NL .SB .T	Ignition 2 Task Low-back, Uph Back Synchro-Tilt w/seat slider Arm: All-Adjustable Arms Hard Caster Centurion Black Gr 1 UPH Centurion COLOR: Black No Lumbar Base: Standard Base Frame: Black	SEATING	6	\$ 675.00	\$ 425.25	\$ 4,050.00	\$ 2,551.50
8							HON	HCG	H1522 \$(L1STD) .N	Wood Center Drawer 22W x 15-3/8D Grd L1 Standard Laminates LAM: Mahogany	ACCESSORY	6	\$ 184.00	\$ 79.12	\$ 1,104.00	\$ 474.72
9							HON	HSN	HITLU .Y1 .V .H .CU10 \$(1) .CU 10 .NL .SB .T	Ignition 2 Task Low-back, Uph Back Synchro-Tilt w/seat slider Arm: All-Adjustable Arms Hard Caster Centurion Black Gr 1 UPH Centurion COLOR: Black No Lumbar Base: Standard Base Frame: Black	SEATING	4	\$ 675.00	\$ 425.25	\$ 2,700.00	\$ 1,701.00
10							HON	HTL	H80192 \$(L1STD) .N N	Occasional Laminate Occasional Corner Table 24L 24W 20H Grd L1 Standard Laminates LAM: Mahogany LAM: Mahogany	TABLE	2	\$ 402.00	\$ 172.86	\$ 804.00	\$ 345.72
11							STO	OS3	PL23710G MAHOGANY	Boat Shape Conference Table 120"W X 47"D LAM: Mahogany	FREESTANDING TABLE	2	\$ 939.00	\$ 403.77	\$ 1,878.00	\$ 807.54
12							STO	OS3	PLTBPOWER BLACK	Power Module for PL Conf. Tables FIN: Black	ACCESSORY	2	\$ 429.00	\$ 184.47	\$ 858.00	\$ 368.94
13							HON	HSN	HCT1MM .Z1 .N .H .M \$(1) .UR 10 .AL .SB .T	HON Mesh Mid-Back Task Chair Swivel Tilt Control Armless Hard Casters Mesh Gr 1 UPH Contourett COLOR: Black Adjustable Lumbar Standard Base Black Frame Color	SEATING	20	\$ 312.00	\$ 134.16	\$ 6,240.00	\$ 2,683.20

Item	Color	✓	👤	👤	👤	Preview	Mfg	Cat	Part Number	Part Description	Category	Qty	List	Sell	Ext List	Ext Sell
14		✓					RGP	RGP	24/7	24/7		8	\$ 735.00	\$ 316.05	\$ 5,880.00	\$ 2,528.40
									5801	Dove Charcoal						
									A	Tension Control						
									B	Center-Tilt						
									D	Tilt Lock						
									E	Back Angle Adjustment						
									G	Seat Height Adjustment						
									H	Waterfall Seat						
									MFPAD	Memory Foam Arm Pads						
									I	Foward Seat Tilt						
									J	Back Height Adjustment						
									N	Seat Angle Adjustment						
15							HON	HSN	HML2S	Grove Two Seat Lounge	SEATING	2	\$ 2,264.00	\$ 973.52	\$ 4,528.00	\$ 1,947.04
									.A	Arm: Straight						
									\$(1)	Grade 1 Upholstery						
									.UR	Contourett						
									10	COLOR: Black						
									.TS	Tapered Square Leg						
									.N	Color: Mahogany						
16							HON	BAS	HVL653	Guest Sled Base Fixed Padded Arms	SEATING	4	\$ 241.00	\$ 103.63	\$ 964.00	\$ 414.52
									\$(L)	GRADE: Leather UPHOLSERY						
									.SB	UPH: SoftThread Leather						
									11	COLOR: Black						
17							HON	HCG	H107817X	107 Series 72W x 24"D Credenza Shell w/10" Modesty Panel	FREESTANDING CASEGOODS	23	\$ 878.00	\$ 377.54	\$ 20,194.00	\$ 8,683.42
									\$(L1STD)	Grid L1 Standard Laminates						
									.NN	Lam: Mahogany						
18							HON	HTL	HHAB2S2L	Height Adjustable Base - electric 2 Stage 2 Leg	FREESTANDING CASEGOODS	13	\$ 1,006.00	\$ 432.58	\$ 13,078.00	\$ 5,623.54
									.PBL	Nickel						
19							HON	HSN	HITLU	Ignition 2 Task Low-back, Uph Back	SEATING	25	\$ 675.00	\$ 425.25	\$ 16,875.00	\$ 10,631.25
									.Y1	Synchro-Tilt w/seat slider						
									.V	Arm: All-Adjustable Arms						
									.H	Hard Caster						
									.CU10	Centurion Black						
									\$(1)	Gr 1 UPH						
									.CU	Centurion						
									10	COLOR: Black						
									.NL	No Lumbar						
									.SB	Base: Standard Base						
									.T	Frame: Black						
20							HON	HCG	HLMPWC	18"W x 24"D x 65"H Personal Wardrobe Cabinet	FREESTANDING CASEGOODS	7	\$ 547.00	\$ 235.21	\$ 3,829.00	\$ 1,646.47
									.N	LAM: Mahogany						
21							HON	HCG	HLMPWC	18"W x 24"D x 65"H Personal Wardrobe Cabinet	FREESTANDING CASEGOODS	6	\$ 547.00	\$ 235.21	\$ 3,282.00	\$ 1,411.26
									.N	LAM: Mahogany						
22							HON	HCG	HLMFF	15-5/8Wx21-3/4Dx27-3/4H File/File Pedestal	FREESTANDING CASEGOODS	24	\$ 334.00	\$ 143.62	\$ 8,016.00	\$ 3,446.88
									.N	LAM: Mahogany						
23							HON	HCG	H105R2448	48Wx24D Rectangle Worksurface	FREESTANDING CASEGOODS	13	\$ 264.00	\$ 113.52	\$ 3,432.00	\$ 1,475.76
									\$(L1STD)	Grid L1 Standard Laminates						
									.N	LAM: Mahogany						
									N	LAM: Mahogany						
24							HON	HCG	H10764L	10700 Series Credenza Single Pedestal Left 24D x 66W	FREESTANDING CASEGOODS	1	\$ 1,128.00	\$ 485.04	\$ 1,128.00	\$ 485.04
									\$(L1STD)	Grid L1 Standard Laminates						
									.NN	Lam: Mahogany						
25							HON	HCL	HETP4236FP	Tackable Panel w/o TC 42.5H x 36W	PANEL	2	\$ 337.00	\$ 144.91	\$ 674.00	\$ 289.82
									\$(A)	Gr A Fabric						
									.APN	FABRIC: Appoint						
									09	COLOR: Morel						
									\$(CORE)	PAINT: Select Core Paint						
									.T5	PAINT: Greige						
26		✓					HON	HCL	HSCKTPS	Straight Connector Kit	PANEL	1	\$ 19.00	\$ 8.17	\$ 19.00	\$ 8.17
									.X	No Option						
27		✓					HON	HCL	HETC36	Panel Top Cap 36"W	PANEL	2	\$ 56.00	\$ 24.08	\$ 112.00	\$ 48.16
									\$(CORE)	PAINT: Select Core Paint						
									.T5	PAINT: Greige						

Item	Color					Preview	Mfg	Cat	Part Number	Part Description	Category	Qty	List	Sell	Ext List	Ext Sell
28							HON	HCL	HEWS42P \$(CORE) .T5	Wall Starter Kit for Panels 42.5H PAINT: Select Core Paint PAINT: Greige	PANEL	1	\$ 88.00	\$ 37.84	\$ 88.00	\$ 37.84
29							HON	HCL	HEFEC42P \$(CORE) .T5	Panel Finished End Covers 42.5H PAINT: Select Core Paint PAINT: Greige	PANEL	1	\$ 52.00	\$ 22.36	\$ 52.00	\$ 22.36
30							HON	HSN	H2093 \$(1) .UR 10 .T	Pillowsoft 2090 Guest Sled Base w/Arms Gr 1 UPH Contourett COLOR: Black FRAME: Black	SEATING	18	\$ 471.00	\$ 202.53	\$ 8,478.00	\$ 3,645.54
31							HON	HTL	HHAB2S2L .P8L	Height Adjustable Base - electric 2 Stage 2 Leg Nickel	FREESTANDING CASEGOODS	11	\$ 1,006.00	\$ 432.58	\$ 11,066.00	\$ 4,758.38
32							HON	HCG	H105R2460 \$(L1STD) .N N	60Wx24D Rectangle Worksurface Grd L1 Standard Laminates LAM: Mahogany LAM: Mahogany	FREESTANDING CASEGOODS	11	\$ 311.00	\$ 133.73	\$ 3,421.00	\$ 1,471.03
33							HON	HCG	H10721 \$(L1STD) .NN	10700 SeriesBullet Peninsula w/End Panel 36D x 72W Grd L1 Standard Laminates Lam: Mahogany	FREESTANDING CASEGOODS	2	\$ 1,291.00	\$ 555.13	\$ 2,582.00	\$ 1,110.26
34							HON	HCG	HPC180W \$(L1STD) .N	Park Ave 3/4 Lgth Modesty Panel for Pen/Laminate Grd L1 Standard Laminates LAM: Mahogany	FREESTANDING CASEGOODS	2	\$ 211.00	\$ 90.73	\$ 422.00	\$ 181.46
35							HON	HCG	H107492 \$(L1STD) .NN	10700 Series72Wx24Dx29 1/2H Cred w/Lat File Lt Strg Cab Rt Grd L1 Standard Laminates Lam: Mahogany	FREESTANDING CASEGOODS	1	\$ 1,958.00	\$ 841.94	\$ 1,958.00	\$ 841.94
36							HON	HCG	H10734K \$(L1STD) .NN	10700 Series68 5/8x37 1/8 Stack On Strg 4-Dr Locking ETA Grd L1 Standard Laminates Lam: Mahogany	STORAGE	5	\$ 1,256.00	\$ 540.08	\$ 6,280.00	\$ 2,700.40
37							HON	HTL	HTLLECTA \$(L1STD) .N .G	Preside Laminate Lectern Grd L1 Standard Laminates LAM: Mahogany Pull: Loop Black	ACCESSORY	1	\$ 1,488.00	\$ 639.84	\$ 1,488.00	\$ 639.84
38							HON	HSN	HVL205 \$(MESH) .MM 10 .T	Basyx Task Pneumatic Swivel Tilt GRADE: MM UPHOLSTERY UPH: Fabric COLOR: Black FRAME: Black	SEATING	33	\$ 237.00	\$ 101.91	\$ 7,821.00	\$ 3,363.03
39							HON	HTL	HMBFLIP24L .C \$(CORE) .Q	Huddle Flip Top Base for 24x60 and 24x72 Tops Casters Paint Grade: Core Paint PAINT: Light Gray	TABLE	11	\$ 613.00	\$ 263.59	\$ 6,743.00	\$ 2,899.49
40							HON	HTL	HMT2472G .G1 \$(L1STD) .G2 .S	Huddle 24x72 Table Top w/Edgeband Cutout for Pop-up Port Grd L1 Standard Laminates LAM: Gray Edge: Charcoal	TABLE	11	\$ 422.00	\$ 181.46	\$ 4,642.00	\$ 1,996.06
41							HON	HTL	HTPWGRGROM1	Preside Pop Up Port-MHO ELECTRICAL - POWER	ELECTRICAL - POWER	11	\$ 384.00	\$ 165.12	\$ 4,224.00	\$ 1,816.32
42							HON	HCG	HLMFF .N	15-5/8Wx21-3/4Dx27-3/4H File/File Pedestal LAM: Mahogany	FREESTANDING CASEGOODS	1	\$ 471.00	\$ 202.53	\$ 471.00	\$ 202.53
43							HON	HCG	H10765 \$(L1STD) .NN	10700 Series Credenza w/Knee-space 24D x 60W Grd L1 Standard Laminates Lam: Mahogany	FREESTANDING CASEGOODS	1	\$ 1,266.00	\$ 544.38	\$ 1,266.00	\$ 544.38
44							HON	HCG	H10732K \$(L1STD) .NN	10700 Series56 5/8x37 1/8 Stack On Strg 4-Dr Locking ETA Grd L1 Standard Laminates Lam: Mahogany	STORAGE	1	\$ 1,208.00	\$ 519.44	\$ 1,208.00	\$ 519.44

Item	Color					Preview	Mfg	Cat	Part Number	Part Description	Category	Qty	List	Sell	Ext List	Ext Sell
45							HON	HCG	H107829	107 Series 72Wx30Dx29 1/2 H Dsk Shell w/Full Mod Panel ETA	FREESTANDING CASEGOODS	3	\$ 944.00	\$ 405.92	\$ 2,832.00	\$ 1,217.76
									\$(L1STD) .NN	Grd L1 Standard Laminates Lam: Mahogany						
46							HON	HCG	H10799	10700 Series Dbl Pedestal 3/2 72W 36D	FREESTANDING CASEGOODS	1	\$ 2,022.00	\$ 869.46	\$ 2,022.00	\$ 869.46
									\$(L1STD) .NN	Grd L1 Standard Laminates Lam: Mahogany						
47							HON	HCG	H10742	10700 Series Credenza w/Doors 72W 24D	FREESTANDING CASEGOODS	1	\$ 2,022.00	\$ 869.46	\$ 2,022.00	\$ 869.46
									\$(L1STD) .NN	Grd L1 Standard Laminates Lam: Mahogany						
48							HON	HCG	H107242	10700 Series 42" Diameter Table Top	TABLE	1	\$ 633.00	\$ 272.19	\$ 633.00	\$ 272.19
									\$(L1STD) .N	Grd L1 Standard Laminates Lam: Mahogany						
49							HON	HCG	HTLXP42	Preside Laminate Panel X Base for 42" Tops	TABLE	1	\$ 438.00	\$ 188.34	\$ 438.00	\$ 188.34
									\$(L1STD) .N	Grd L1 Standard Laminates LAM: Mahogany						
50							HON	HSN	HITLU	Ignition 2 Task Low-back, Uph Back	SEATING	1	\$ 675.00	\$ 425.25	\$ 675.00	\$ 425.25
									.Y1 .V .H .CU10 \$(1) .CU 10 .NL .SB .T	Synchro-Tilt w/seat slider Arm: All-Adjustable Arms Hard Caster Centurion Black Gr 1 UPH Centurion COLOR: Black No Lumbar Base: Standard Base Frame: Black						
51							HON	HSN	H2093	Pillowsoft 2090 Guest Sled Base w/Arms	SEATING	7	\$ 471.00	\$ 202.53	\$ 3,297.00	\$ 1,417.71
									\$(1) .UR 10 .T	Gr 1 UPH Contourett COLOR: Black FRAME: Black						
52							HON	HCG	H10752	10700 Series Bookcase 2-Shelf 36W x 13-1/8D	STORAGE	2	\$ 625.00	\$ 268.75	\$ 1,250.00	\$ 537.50
									\$(L1STD) .NN	Grd L1 Standard Laminates Lam: Mahogany						
53							HON	HCG	H107817X	107 Series 72W x 24"D Credenza Shell w/10" Modesty Panel	FREESTANDING CASEGOODS	6	\$ 878.00	\$ 377.54	\$ 5,268.00	\$ 2,265.24
									\$(L1STD) .NN	Grd L1 Standard Laminates Lam: Mahogany						
54							HON	HSN	HITLU	Ignition 2 Task Low-back, Uph Back	SEATING	10	\$ 675.00	\$ 425.25	\$ 6,750.00	\$ 4,252.50
									.Y1 .V .H .CU10 \$(1) .CU 10 .NL .SB .T	Synchro-Tilt w/seat slider Arm: All-Adjustable Arms Hard Caster Centurion Black Gr 1 UPH Centurion COLOR: Black No Lumbar Base: Standard Base Frame: Black						
55							HON	HTL	HHAB2S2L	Height Adjustable Base - electric 2 Stage 2 Leg	FREESTANDING CASEGOODS	7	\$ 1,006.00	\$ 432.58	\$ 7,042.00	\$ 3,028.06
									.P8L	Nickel						
56							HON	HCG	H105R2448	48Wx24D Rectangle Worksurface	FREESTANDING CASEGOODS	7	\$ 264.00	\$ 113.52	\$ 1,848.00	\$ 794.64
									\$(L1STD) .N N	Grd L1 Standard Laminates LAM: Mahogany LAM: Mahogany						
57							HON	HCG	HLMPWC	18"W x 24"D x 65"H Personal Wardrobe Cabinet	FREESTANDING CASEGOODS	1	\$ 547.00	\$ 235.21	\$ 547.00	\$ 235.21
									.N	LAM: Mahogany						
58							HON	HCG	HLMFF	15-5/8Wx21-3/4Dx27-3/4H File/File Pedestal	FREESTANDING CASEGOODS	7	\$ 334.00	\$ 143.62	\$ 2,338.00	\$ 1,005.34
									.N	LAM: Mahogany						
59							HON	HCG	H107829	107 Series 72Wx30Dx29 1/2 H Dsk Shell w/Full Mod Panel ETA	FREESTANDING CASEGOODS	2	\$ 944.00	\$ 405.92	\$ 1,888.00	\$ 811.84
									\$(L1STD) .NN	Grd L1 Standard Laminates Lam: Mahogany						

Item	Color	✓	✗	🔧	📄	Preview	Mfg	Cat	Part Number	Part Description	Category	Qty	List	Sell	Ext List	Ext Sell
60		✓					HON	HSN	H2093	Pillowsoft 2090 Guest Sled Base w/Arms	SEATING	10	\$ 471.00	\$ 202.53	\$ 4,710.00	\$ 2,025.30
									\$(1) .UR 10 .T	Gr 1 UPH Contourett COLOR: Black FRAME: Black						
61		✓					HON	HCG	HLMPPWC	18"W x 24"D x 65"H Personal Wardrobe Cabinet	FREESTANDING CASEGOODS	7	\$ 547.00	\$ 235.21	\$ 3,829.00	\$ 1,646.47
									.N	LAM. Mahogany						
62		✓					HON	HCG	H10721	10700 SeriesBullet Peninsula w/End Panel 36D x 72W	FREESTANDING CASEGOODS	1	\$ 1,291.00	\$ 555.13	\$ 1,291.00	\$ 555.13
									\$(L1STD) .NN	Grd L1 Standard Laminates Lam: Mahogany						
63		✓					HON	HCG	HPC180W	Park Ave 3/4 Lgth Modesty Panel for Pen/Laminate	FREESTANDING CASEGOODS	1	\$ 211.00	\$ 90.73	\$ 211.00	\$ 90.73
									\$(L1STD) .N	Grd L1 Standard Laminates LAM: Mahogany						
64		✓					LLR	LLR	LLR 62512	STACK CHAIR, VINYL UPHL4/CT	SEATING	20	\$ 325.00	\$ 139.75	\$ 6,500.00	\$ 2,795.00
65		✓					LLR	LLR	LLR 60728	Folding Banquet Table 72"W x 18"D, Gray	FREESTANDING CASEGOODS	17	\$ 165.00	\$ 70.95	\$ 2,805.00	\$ 1,206.15
66		✓					LLR	LLR	LLR 60726	Folding Banquet Table 60"W x 18"D, Gray	FREESTANDING CASEGOODS	3	\$ 154.00	\$ 66.22	\$ 462.00	\$ 198.66
67		✓					LLR	LLR	LLR 65956	Folding Table Cart, Charcoal	SEATING	2	\$ 434.00	\$ 186.62	\$ 868.00	\$ 373.24
68		✓							LLR 42954	Stack Chair Dolly		4	\$ 214.35	\$ 92.17	\$ 857.40	\$ 368.68
69		✓					HON	HVO	HLSL3614L	36"W x 14"H Laminate Floating Modesty Panel	WORKSURFACE SUPPORT	21	\$ 176.00	\$ 140.80	\$ 3,696.00	\$ 2,956.80
									\$(L1STD) .N	Grd L1 Standard Laminates LAM: Mahogany						
70		✓					HON	HVO	HLSL4814L	48"W x 14"H Laminate Floating Modesty Panel	WORKSURFACE SUPPORT	10	\$ 208.00	\$ 166.40	\$ 2,080.00	\$ 1,664.00
									\$(L1STD) .N .P	Grd L1 Standard Laminates LAM: Mahogany Color: Black						
71		✓					SPR	SPR	QRT 2308	BOARD, CORK, ALUMFRM, 4X8	ACCESSORY	3	\$ 331.14	\$ 214.19	\$ 993.42	\$ 642.57
72		✓							C-LCS2048	4"hx8'w Claridge Whiteboard, MB S-Deluxe LC33 Alum Trim, Tray		8	\$ 819.00	\$ 494.89	\$ 6,552.00	\$ 3,959.12
73		✓					HON	HND	HCTROUGH3610	Cable Mngmt Trough 36W ten pk 0	ACCESSORY	2	\$ 1,045.00	\$ 449.35	\$ 2,090.00	\$ 898.70
74		✓								Overstuffed Chair		1	\$ 1,099.99	\$ 598.00	\$ 1,099.99	\$ 598.00
75		✓								Sofa Sleeper		1	\$ 2,499.99	\$ 1,591.00	\$ 2,499.99	\$ 1,591.00
76		✓					HON	HND	HPWRMOD2UWM	2 Receptacle 2 USB Under-Works Mount	ELECTRICAL - POWER	2	\$ 491.00	\$ 245.50	\$ 982.00	\$ 491.00
									.STRM	Storm						
Grand Total															\$ 254,593.80	\$ 119,889.36


Free Delivery!
Free Installation!

X Lori Kline
Office Net

X City of Columbus
Police Dept

The City of **Columbus**

MEMORANDUM

DATE: 31 July 2019
FROM: Chief Charles Sherer 
TO: City Administrator, Tara Vasicek
RE: Radio Equipment for New PD Building

RECOMMENDATION: Accept the Electronic Engineering bid for \$10,726.75 for Radio Consollete, accessories and labor to outfit the new police station.

DISCUSSION: The only vendor to submit bid for the radio needs of the new department was Electronic Engineering.

Given an overall budget of \$50,000, and after audio/visual purchases, this leaves \$22,786.33 left to purchase radio equipment.

Attached is the bid from Electronic Engineering which includes the radio, accessories and labor.

I anticipate accepting control of the building the first week in October. Ordering the items is anywhere from 6-8 weeks out and we are 9 week until anticipated take-over of the building.

FISCAL IMPACT:

The bid is well within the \$50,000 allotted for the Audio/Visual and Radio equipment; leaving 22,786.33 for other items. After this purchase of \$10,726.75, the remaining budget in this area is \$12,059.58

ALTERNATIVE:

Don't accept the bid and I will have to re-solicit participation in a bid process.

CONCURRENCE:

SIGNATURE:

Approved By: 

Approved By: _____

Electronic Engineering

Connections you can count on.™

Electronic Engineering
 1106 E 19th St
 Columbus, NE 68601
 Phone: 402-564-8497
 Toll Free: 866-208-6248

QUOTE

853002513

Prepared For: Columbus Police Dept (85)
 2419 14th St
 Columbus, NE 68601
 Email Invoices

Your Account Representative

Name: Kathie Hansel
 Phone:
 Fax:
 Cell: 402-681-0191

elisa.paprocki@columbusne.us

Quantity	Product/Service Name	Unit Price	UOM	Extended
16	2 Way Radios-Inst/Rmvl-Ins-Hourly INSTALL APX7500 CONSOLETTTE AT RECEPTION DESK INSTALL ANTENNA CONFIGURATION ON THE ROOF TEST CONSOLETTTE OPERATION TWO MAN CREW	105.00	EA	1,680.00
2	Travel - Local TRAVEL TIME AND LOCAL TRIP CHARGE TO INSTALL CONSOLETTTE	20.00	EA	40.00
1	Shipping from Manufacturer FREIGHT CHARGES-ESTIMATE CUSTOMER WILL BE INVOICED FOR FOB.	99.46	EA	99.46
1	ANTENNA/148-174MHZ/2.5DB/FIBERGLASS/OMNI	908.99	EA	908.99
1	NON-PENETRATING-ROOF-MOUNT .75 DISH MOUNT	149.95	EA	149.95
200	CABLE/COAX/LMR400/3/8IN ESTIMATED COAX LENGTH. COLUMBUS POLICE DEPARTMENT WILL ONLY BE INVOICED FOR THE LMR400 USED TO INSTALL THE CONSOLETTTE ANTENNA.	1.40	FT	280.00
4	CONNECTOR/N-MALE CRIMP 9913/LMR400 BELDON	6.49	EA	25.96
1	BULKHEAD-ARRESTOR-N/F	89.95	EA	89.95
1	TNC/F-TNC/F BULKHEAD	8.65	EA	8.65
1	ADAPTER/N-FEM/N-FEM BULKHEAD, LOW PIM	71.89	EA	71.89
1	INSTALL SUPPLIES: CINDER BLOCKS	25.00	EA	25.00
1	NON PENETRATING RUBBER PAD FOR ANTENNA	35.00	EA	35.00



Electronic Engineering
 1106 E 19th St
 Columbus, NE 68601
 Phone: 402-564-8497
 Toll Free: 866-208-6248

QUOTE
853002513

Prepared For: Columbus Police Dept (85)
 2419 14th St
 Columbus, NE 68601
 Email Invoices

Your Account Representative

Name: Kathie Hansel
 Phone:
 Fax:
 Cell: 402-681-0191

elisa.paprocki@columbusne.us

Quantity	Product/Service Name	Unit Price	UOM	Extended
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Remark

INSTALL CONSOLETTA AND NON PENETRATING ROOF MOUNT ANTENNA CONFIGURATION IN THE NEW COLUMBUS POLICE DEPARTMENT BUILDING.

Total Quote Tangibles :	\$1,595.39
Total Quote Services :	\$1,680.00
Total Quote Charges :	\$139.46
Tax:	\$0.00
Total Quote :	\$3,414.85

Prices quoted are F.O.B. factory. Quotation good for 30 days.
 Delivery: Receipt of goods should arrive from the factory in approximately 60 Business Days from receipt of order.

Quotation Prepared By:	Accepted By:
Name: _____	Name: _____
Date: 05/02/2019	Date: _____



Quote Number: QU0000476368

Effective: 03 MAY 2019

Effective To: 02 JUL 2019

Bill-To:

COLUMBUS POLICE DEPT, CITY OF
2414 14TH ST
COLUMBUS, NE 68601
United States

Ultimate Destination:

COLUMBUS POLICE DEPT, CITY OF
2414 14TH ST
COLUMBUS, NE 68601
United States

Attention:

Name: Chief Charles Sherer
Phone: 402-564-3201

Sales Contact:

Name: Kathie Hansel
Email: khansel@eEngineering.com
Phone: 402-681-0191

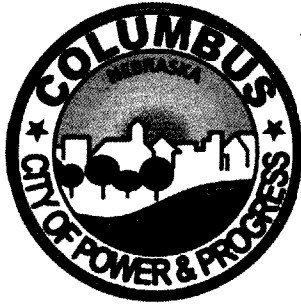
Contract Number: 14534-OC
Freight terms: Prepay and Add to Invoice
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	L30KSS9PW1BN	CONSOLETTTE SB VHF MP	\$4,554.00	\$3,187.80	\$3,187.80
1a	1	L999AB	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$789.00	\$552.30	\$552.30
1b	1	GA00306AA	ADD: VHF MP PRIMARY BAND	-	-	-
1c	1	W382AM	ADD: CONTROL STATION DESK GCAI MIC	\$169.00	\$118.30	\$118.30
1d	1	CA01598AB	ADD: AC LINE CORD US	-	-	-
1e	1	G78AR	ADD: 3Y ESSENTIAL SERVICE	\$168.00	\$168.00	\$168.00
1f	1	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$518.00	\$518.00
1g	1	G843AH	ADD: AES ENCRYPTION APX	\$475.00	\$332.50	\$332.50
1h	1	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$360.50	\$360.50
1i	1	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,050.00	\$1,050.00
1j	1	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$5.00	\$3.50	\$3.50
1k	1	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$300.00	\$210.00	\$210.00
1l	1	G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$70.00	\$70.00
1m	1	GA00469AA	ENH: EXTENDED DISPATCH APX CONSOLETTTE	\$500.00	\$350.00	\$350.00
1n	1	GA00580AA	ADD: TDMA OPERATION APX	\$450.00	\$315.00	\$315.00
2	76	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$76.00

Total Quote in USD

\$7,311.90

- PO Issued to Motorola Solutions Inc. must:
- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
 - >Have a PO Number/Contract Number & Date
 - >Identify "Motorola Solutions Inc." as the Vendor
 - >Have Payment Terms or Contract Number
 - >Be issued in the Legal Entity's Name
 - >Include a Bill-To Address with a Contact Name and Phone Number
 - >Include a Ship-To Address with a Contact Name and Phone Number
 - >Include an Ultimate Address (only if different than the Ship-To)



The City of **Columbus**

PUBLIC WORKS DEPARTMENT
Utility Billing • Water Production • Water/Sewer Utility • Wastewater • Streets • MSW Transfer Station
402-562-4260 www.columbusne.us

MEMORANDUM

DATE: JULY 31, 2019
TO: CITY ADMINISTRATOR / MAYOR / CITY COUNCIL
FROM: CHUCK SLIVA, PUBLIC WORKS DIRECTOR
RE: ACCEPT QUOTE FOR EQUIPMENT RENTAL FEES FOR QUAIL RUN GOLF COURSE
FLOOD CLEANUP FROM ROADBUILDERS MACHINERY & SUPPLY CO., INC.
IN THE AMOUNT OF \$31,630.00 FOR A ONE (1) MONTH LEASE

RECOMMENDATION: Recommend that the City Council accept the quote from Road Builders Machinery & Supply Co., Inc. (Omaha, NE / Kansas City, KS) for the lease rental agreement of equipment to be utilized by City Staff to cleanup sand and flood debris from the riverside of Quail Run.

DISCUSSION: Due to the amount of debris deposited on the riverside of the Quail Run Golf Course, additional equipment is required to remove material in a safe and timely manner. The following equipment would be rented: Excavator with Thumb, Track Skid Loader with Grapple Debris Bucket, Dozer, as well as a 6 X 6 Articulated Heavy Haul Dump Truck with a 30 Ton Capacity.


Of the four (4) companies contacted, only two (2) could supply the package requested.

FISCAL IMPACT: Funds, Flood Claims 521, expected FEMA Reimbursement.

CONCURRENCE: Doug Moore, Public Property Director

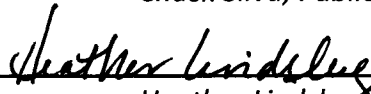
SIGNATURE:

By:



Chuck Sliva, Public Works Director

Approved By:



Heather Lindsley, Finance Director

Approved By:



Tara Vasicek, City Administrator





QUOTE

RoadBuilders Machinery & Supply CO., Inc.

QUOTE DATE: 07/29/2019

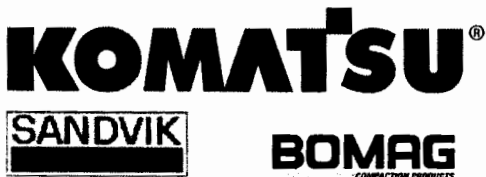
1001 S 7th Trafficway, Kansas City, KS 66105
 Phone 913-371-3822 Fax 913-371-3870

EXPIRATION DATE: 08/29/2019

TO Contact Name **Chuck Sliva**
 Company Name **Columbus Public Works**
 Street Address _____
 City, ST ZIP Code _____
 Phone **402.910.2111**

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Tyler T.						

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00		Komatsu PC210LC Hydraulic Excavator (165 HP)	5,500.00	5,500.00
1.00		Hauling in & out	1,400.00	1,400.00
1.00		TL12 Takeuchi Tracked Loader (111 HP)	3,200.00	3,200.00
1.00		Hauling in & out	1,250.00	1,250.00
1.00		Komatsu D65 LGP Dozer (205 HP)	6,900.00	6,900.00
1.00		Hauling in & out	1,780.00	1,780.00
1.00		Komatsu HM300 30 Ton Off-road Dump Truck	10,000.00	10,000.00
1.00		Hauling in & out	1,600.00	1,600.00
				0.00
		*Rates biased on 160 hours of use per month		0.00
				0.00



Tax %

SUBTOTAL	31,630.00
SALES TAX	0.00
TOTAL	31,630.00

Quotation prepared by: Tyler Trouba

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



Rental Quote

1751 Business Park Dr.
 Fremont NE 68025
 Jake Bachmann
 cell: 402-619-1800

Date Quoted: 7/30/2019
 Quote Expiration: 15 days

Customer #: City of Columbus
 Bill To:

Jobsite: Columbus
 Contact: Chuck Sliva
 Phone:

Ordered By:

Sales Rep: Jake Bachmann

QTY	Description	Day	Week	28 Day	Est. Rental
-----	-------------	-----	------	--------	-------------

1	D5K LGP AVAIABLE NOW <i>TO SMALL!</i>			\$5,650	
	6 way blade				
	98hp 22,000lbs				
1	CAT 299 track skid loader AVAIABLE NOW			\$3,945	
	98hp 11,000lbs 4,500lbs lift capacity				
1	78" Grapple bucket AVAIABLE NOW			\$400	
1	CAT 320FL AVAIABLE NOW			\$7,500	
	153hp 54,000lbs				
	with hyd thumb and coupler				
1	D6NLGP			\$9,510	
	6 way blade				
	150hp 40,000lbs				
1	Articulated Haul Truck			\$13,000	
	CAT 730				

total Equipment \$34,355.00
Trucking \$2,050.00

Total → \$36,405.00

1	ENVIROMENTAL		1.50%		\$0.00
1	RENTAL DELIVERY	\$300 per load heavy equipment	\$125 per load straight truck		
1	RENTAL PICKUP	\$300 per load heavy equipment	\$125 per load straight truck	<i>2</i>	<i>2050.00</i>

Taxes, freight, insurance and ERF not included
 Subject to equipment availability.

Sub Total: \$0.00
 Tax: 7.0% \$0.00
 Total: \$0.00




PC#: 0500
 1500 23RD STREET
 COLUMBUS, NE 68601
 402-562-1550

SUNBELT RENTALS, INC.
 Salesman: 050000 PC500 COLUMBUS, NE H
 Typed By: MSPORDER

Job Site:
 CITY OF COLUMBUS
 759 14TH SOUTH
 COLUMBUS, NE 68601
 C#: 402-562-4231 J#: 402-562-4231

Customer: 2624886
 CITY OF COLUMBUS
 PO BOX 1677
 COLUMBUS, NE 68602

QUOTE

 Contract #.. 92111919
 Contract dt. 7/25/19
 Date out.... 8/05/19 8:00 AM
 Est return.. 9/02/19 8:00 AM
 Job Loc..... 759 14TH SOUTH, COLUMBUS
 Job No..... 2 - CITY OF COLUMBUS
 P.O. #.....
 Ordered By.. SLIVA, CHUCK
 NET DUE UPON RECEIPT

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	2800LB-4000LB TRACK SKIDSTEER CAB 0480645	343.00	343.00	1069.00	2557.00	2557.00
1.00	GRAPPLE BUCKET 0490010	90.00	90.00	237.60	561.00	561.00
1.00	SKIDSTEER LOADER BUCKET					N/C
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	41.850			41.85
	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	48.200			48.20
	2133 ENVIRONMENTAL					
	DELIVERY CHARGE					135.00
	PICKUP CHARGE					135.00
	POC 402-910-2111. Subject to Availabilit y					
				Sub-total:		3478.05
				Total:		3478.05

All amounts are in USD

Rate your rental experience www.sunbeltrentals.com/survey

IF THE EQUIPMENT DOES NOT WORK
 PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
 OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
 REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
- Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature _____ Date _____ Name Printed _____ Delivered By _____ Date _____

Sliva, Chuck

From: Gary Groteluschen <Gary.Groteluschen@sunbeltrentals.com>
Sent: Thursday, July 25, 2019 12:47 PM
To: Sliva, Chuck
Subject: Re: Rental pricing

Chuck,

Per our discussion at the fair, I am only going to quote the Track Skid Steer & Grapple Bucket

Gary Groteluschen
Sunbelt Rentals
402-276-8097

On Jul 25, 2019, at 11:28 AM, Sliva, Chuck <sliva@columbusne.us> wrote:

This message was sent from a sender outside of Sunbelt Rentals.

From: Sliva, Chuck
Sent: Thursday, July 25, 2019 11:20 AM
To:
Subject: Rental pricing

Gary,

Please see request for quote on rental equipment.

Chuck Sliva
Public Works Director
City of Columbus
2424-14 Street
Columbus, NE
402-562-4260

<2. PW New Memorandum Equipment rental request..doc>

Home Inventory Rentals Parts Service Brochures/Catalogs

About Us Contact Us Careers Financing



402-597-0860

Phone Quote Etc. \$8,550
Haul Truck \$15,600
No Skid
No Power
Can not supply total Request.

YOUR LOCAL NEBRASKA VOLVO DEALER

View For
Sale
Inventory



View Rental
Inventory



Search For
Parts



Services
Offered



Welcome to Wise Heavy Equipment LLC

Wise Heavy Equipment LLC is your locally owned and operated Volvo dealer based in Omaha, Nebraska serving the Midwest. Whether you're in the market for a machine to buy or to rent, we strive to provide high quality construction equipment to suit your needs. Our knowledgeable staff has been involved in the industry for over 40 years and is committed to helping you succeed.

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City of Columbus

Quote Sheet for Purchases

Department: Public works

Charge to Account Number: _____

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: 7/30/2019 Time: P.M.

Vendor Name: Wise Equipment

Vendor Employee Name: Al Wise

Telephone: 402-880-0052

Quote For: Equipment rental

Quote Includes:	Item Totals:
Could not supply all equipment requested.	
Total:	

Quote Excludes:

Delivery Date: _____ Shipped By: _____

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

Tax Excluded

City Employee Obtained Quote: C Sliva

RESOLUTION NO. R19- 118

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE USE OF FRANKFORT SQUARE OVERNIGHT ON OCTOBER 17 AND OCTOBER 18, 2019, FOR TENT AMERICA 2019.

WHEREAS, the City of Columbus has received a request from the Word of Life Church to host a Tent America event overnight on October 17 and October 18, 2019, in Frankfort Square.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the request of the Word of Life Church to host a Tent America event overnight on October 17 and October 18, 2019, in Frankfort Square is approved as permitted by City Code.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: July 31, 2019
TO: Mayor and City Council
FROM: Douglas A. Moore, Public Property Director
SUBJECT: Word of Life Church/Tent America

RECOMMENDATION: Staff recommends that the proposal from the Word of Life Church to host a Tent America site in Columbus in Frankfort Square beginning at 8:00 p.m. on Thursday, October 17, 2019 until Saturday, October 19, 2019 at 10:00 p.m. be approved. It requires City Council approval because it is an overnight event.

DISCUSSION: I have had discussions with Pastor Menendez regarding my concerns about setting up tents in Frankfort Square with all the underground water, electrical and fiber optic lines and the possibility of hitting those lines. He assured me that there would only be a couple tents and they would be mostly as informational booths and that nothing would be driven into the ground causing possible damage to any lines.

FISCAL IMPACT: None

ALTERNATIVE: Different site

Concurrence: Ron Dush, Park Superintendent

SIGNATURE:

Approved By: 
Douglas Moore, Public Property Director

Approved By: 
Tara Vasicek, City Administrator



The City of **Columbus**

CITY CLERK'S OFFICE

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

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council 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 City Council 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 City Council for consideration.

Name: Pastor Mariano Menendez, Word of Life Church

Address: 3701 23rd St.
Columbus, NE 68601

FILED

Telephone Number: 402-910-4362

JUL 11 2019

Email Address: wolc@wordoflifecommunity.net

Date of Request: 07/11/2019

**CITY CLERK
COLUMBUS, NEBR.**

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

Word of Life Church has agreed to host a Tent America site in Columbus. We would like to invite as many area churches as possible to join us in this non-denominational worship and prayer event, to take turns leading in two-hour time slots. We feel the best neutral location in Columbus to do this would be Frankfort Square. The event begins at 8pm, Thursday, Oct. 17th, and goes straight through, day and night, for 50 solid hours, until 10pm, Saturday, Oct. 19th. We are requesting that a resolution be granted by the city council allowing an exception be made to the city code stating that city parks cannot be occupied between the hours of 12:00 midnight and before 5:00 am, so that we can hold this event at Frankfort.

For Administrative Purposes Only:

Date Request Received: July 11, 2019

Action Taken: adding to 8/5/19 City Council agenda.

Follow-Up Needed: _____



Additional info:

We understand that the city code also does not allow for noise or loud music outdoors past 10:00 pm. We don't have a problem with keeping the night time worship unplugged and more personal, so there would be minimal noise. We definitely do not need to have full bands at night. It will probably be more of a campfire-type setting (minus the campfire of course), with an unplugged guitar and vocalist. We don't anticipate there being a lot of people being there all through the night either.

The north side of Frankfort Square is already reserved for the Farmer's Market on the morning of Oct. 19th. We will make sure all of our tents get moved to the south side of the square on Friday night so there should be no one in the way of the market stands. Hopefully, both of our events will be mutually beneficial to each other, drawing additional people for each event.

We thank you for your consideration for this community building event.

Pastor Mariano Menendez
Word of Life Church

SAVE THE DATE!



Tent America 2019

50-hour tent gatherings of worship, prayer, and gospel proclamation, happening simultaneously across all of America

October 17-19, 2019

Columbus, NE - Location: TBD

With your help, we hope to fill as many of the 50 hours as possible with 2 hour sets of prayer and worship. We also need monetary contributions to defray costs of location & equipment, tents, people for set-up & tear down, sound people, people to provide snacks & refreshments, etc.

Please contact Brianna Rerucha @ 402-285-2485 with questions or to sign up.

We have the very specific focus of loving on Jesus from hundreds of different city and campus locations across the nation. We are not protesting anything. We are not lobbying for anything. We are not promoting any social or political viewpoint. We are simply seeking to give Jesus the love and honor that He so deserves. Everything that comes from the tent platform should be worship, thanksgiving, and adoration to Jesus. We ask that there be no preaching or political opinions expressed.

Please note that this is a volunteer effort. There is no monetary compensation for tent hosts, worship leaders, or any other volunteers. All of our work and effort is a free will offering to Jesus who is worthy of it all.

www.awakenthedawn.org

RESOLUTION NO. R19- 119

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FOR CONSTRUCTION FUNDING FOR THE SNOW REMOVAL EQUIPMENT BUILDING AT 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; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HERewith.

WHEREAS, the city submitted an application to the U.S. Department of Transportation Federal Aviation Administration (herein referred to as the "FAA") for funding assistance for the construction of a snow removal equipment building; and

WHEREAS, the FAA has approved this project for the Columbus Municipal Airport; and

WHEREAS, the FAA will pay 90 percent of all allowable costs of this project up to \$600,000, and the city is responsible for the remaining costs; and

WHEREAS, the FAA requires specific terms and provisions for this funding which are included in the grant agreement.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the grant agreement with the U.S. Department of Transportation Federal Aviation Administration for construction funding for the Snow Removal Equipment Building at the Columbus Municipal Airport, a copy of which is attached hereto and incorporated herein by this reference, is approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: July 31, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Columbus Snow Removal Equipment Building Grant Agreement

RECOMMENDATION:

I recommend approval of the Grant Agreement with the U.S. Department of Transportation Federal Aviation Administration for Construction Funding of the Snow Removal Equipment Building in the amount of \$600,000.

DISCUSSION:

Construction of a 6,000 square foot pre-engineered metal building, garage and pedestrian doors, concrete drive, earthwork, site work to connect to adjacent mains, and related work and services. Bidding and award of contract has been approved. Construction is scheduled to begin late August 2019 and completed in 2020.

FISCAL IMPACT:

The project cost is \$766,222. 2018-2019 Budget CIP in the amount of \$650,000 and remaining costs budgeted in the 2019-2020 Budget CIP. Eligible project cost expenses are shared 90% federal and 10% local. The US government share is \$689,600 as part of a multi-year grant (FY2020 - \$89,600). The City 10% match amount is \$76,622.

ALTERNATIVE:

Do not approve; however, the grant would be lost and the project not done.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek



U.S. Department of Transportation Federal Aviation Administration

RECEIVED

JUL 17 2019

GRANT AGREEMENT

NDOT-DIV OF AERONAUTICS

PART I - OFFER

Date of Offer JUL 16 2019

Airport/Planning Area Columbus Municipal

AIP Grant Number 3-31-0019-013-2019

DUNS Number 050273192

TO: City of Columbus, Nebraska (OLU)
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 01, 2019, for a grant of Federal funds for a project at or associated with the Columbus Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Columbus Municipal Airport (herein called the "Project") consisting of the following:

Construct Snow Removal Equipment Building

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$600,000.00**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$600,000.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Multi-Year Grant.** This project is part of a multi-year grant, which is more fully described in the Special Conditions. The total United States share of the project is **\$689,600**, and the project is planned to be funded in Fiscal Years **FY2020 - \$89,600**. For the fiscal years in which this project is being funded, the FAA will establish that fiscal year's maximum obligation in a letter to the Sponsor. When the FAA can calculate the funding and incur the obligation, the FAA will issue this letter to the Sponsor. Funding which will be subject to the restriction on the use of such apportionments imposed on FAA by existing and future Appropriations Acts. This commitment does not in itself obligate, preclude, or restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project.
3. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
4. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
5. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
6. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
7. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

8. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
9. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 9, 2019**, or such subsequent date as may be prescribed in writing by the FAA.
10. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
11. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
12. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
13. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
14. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of

the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

15. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
16. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
17. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
18. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
19. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
21. **Ban on Texting While Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

22. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 23. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **May 05, 2015**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

24. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

25. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

26. Multi-Year Grants - Letter of Agreement. The maximum obligation for the current fiscal year stated in Condition 1 of this grant agreement may be increased by the additional amounts, if any, added by the FAA letter to the Sponsor discussed in the subparagraph below, but may not exceed the United States’ share of the total estimated cost of completion, except as provided in 49 USC § 47108(b).

Under 49 USC § 47108, as amended, and at the Sponsor’s request, the FAA commits the United States to obligate an additional amount to this project for **FY-20** pursuant to 49 USC § 47114 and subject to the restrictions on the use of such apportionments imposed on FAA by current or future statute or regulation.

It is further understood by the Sponsor and the FAA that this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project under the terms of this grant agreement and limitations of the law.

The exact amount of this commitment will be established for each fiscal year by the FAA in a letter to the Sponsor stating the current maximum obligation for this project. This letter will be issued to the Sponsor by the FAA when such computation and obligation can be made in **FY-20**. The Sponsor and the FAA agree that upon its issuance, this letter will be considered incorporated by reference into this grant agreement.

27. Utility Relocation in Project. The Sponsor understands and agrees that:

- A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- C. The utilities exclusively serve the Airport.

28. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

- A. Follow FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an

- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

29. Protection of Runway Protection Zone - Airport Property. The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

30. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

31. Agency Agreement: The FAA in tendering this offer on behalf of the United States recognizes the existence of an agency relationship between the City of Columbus, Nebraska, as principal, and the Nebraska Department of Transportation, as agent, created by the Agency Agreement entered into on 01 April 2019. The Sponsor agrees that it will not amend, modify or terminate said Agency Agreement without prior approval in writing of the FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Columbus, Nebraska

(Name of Sponsor)

By:

(Signature of Sponsor's Authorized Official)

(Typed Name of Sponsor's Authorized Official)

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of **Nebraska**. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

3-31-0019-013-2019 (B02)

5a. Federal Entity Identifier:

3-31-0019-013-2019

5b. Federal Award Identifier:

3-31-0019-013-2019

State Use Only:

6. Date Received by State:

7. State Application Identifier:

3-31-0019-013-2019 (B02)

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Columbus, Nebraska

* b. Employer/Taxpayer Identification Number (EIN/TIN):

47-6006144

* c. Organizational DUNS:

0502731920000

d. Address:

* Street1:

P.O. Box 1677

Street2:

* City:

Columbus

County/Parish:

Platte

* State:

NE: Nebraska

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

68602-1677

e. Organizational Unit:

Department Name:

City of Columbus

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Russell

Middle Name:

F.

* Last Name:

Gasper

Suffix:

P.E.

Title:

Division Manager

Organizational Affiliation:

Nebraska Dept. of Transportation, Div. of Aeronautics

* Telephone Number:

402-471-2371

Fax Number:

402-471-2906

* Email:

russ.gasper@nebraska.gov

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 (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program (AIP)

*** 12. Funding Opportunity Number:**

N/A

* Title:

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

OLU 013 B02 SF424 Attachment #14.docx

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Snow Removal Equipment Building

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="1,080,000.00"/>
* b. Applicant	<input type="text" value="120,000.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="1,200,000.00"/>

*** 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.

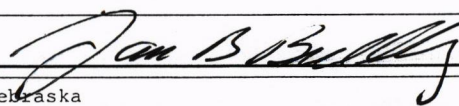
Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:



* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

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.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. 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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. 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).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
<input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

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:

The area around the airport is zoned for a distance of three miles from the airport property line, to control the height of structures in the vicinity of the airport. Height restriction zoning was adopted on September 20th, 2002.

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:

None

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:

None

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.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

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)).

Yes

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:

None

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]

No changes since Exhibit A, dated 2004, on federal project number 3-31-0019-005.

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]

None

(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]

None

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number:	20.106 Airport Improvement Program (AIP)
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 39,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			125,000
5. Other Architectural engineering fees			
6. Project inspection fees			120,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			916,000
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 1,200,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,200,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 1,200,000
19. Federal Share requested of Line 18			1,080,000
20. Grantee share			120,000
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 1,200,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	120,000
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 120,000
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS
(Attach sheets if additional space is required)
<p>The area around the airport is zoned for a distance of three (3) miles from the airport property line, to control the height of structures in the vicinity of the airport. The most recent Height Restriction Zoning was adopted on September 20th, 2002. The Sponsor is continually reviewing land use in the area in an effort to ensure safety and compliance with zoning regulations. The Sponsor also assures that appropriate action will be taken.</p> <p>This project consists of constructing a snow removal equipment Building.</p> <p>The present airport property is owned in fee simple title and avigation easements by the City of Columbus, Nebraska for and on behalf of the Columbus Municipal Airport as shown Exhibit A dated 2004, for federal project number 3-31-0019-005.</p>

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: 3-31-0019-013-2019
AIRPORT: Columbus Municipal Airport
1. Objective: Snow Removal Equipment Building
2. Benefits Anticipated: Provide a storage space for snow removal equipment to reduce damage due to the weathering. Also provide a space to undergo maintenance.
3. Approach: (See approved Scope of Work in Final Application) The airport sponsor has hired an engineering/surveying consultant who will prepare construction plans and specifications, bidding documents, and observe construction. The Nebraska Department of Transportation, Aeronautics Division, will assist the Airport Sponsor with administrative issues.
4. Geographic Location: The Columbus Municipal Airport is about one and a half miles Northeast of the city of Columbus, Platte County, Nebraska.
5. If Applicable, Provide Additional Information: N/A
6. Sponsor's Representative: (include address & telephone number) Janelle Kline, City Clerk; P.O. Box 1677; Columbus, Nebraska 68602-1667 402-562-4227

**COLUMBUS MUNICIPAL AIRPORT; COLUMBUS, NEBRASKA
 SNOW REMOVAL EQUIPMENT BUILDING
 PROJECT NO. 3-31-0019-013-2019 (B02)
 SUMMARY OF PROJECT COSTS
 17-Jun-19**

	Eligible COSTS	Ineligible COSTS	TOTAL COSTS
Construction			
Rathman-Manning Construction	\$575,438.55	\$0.00	\$575,438.55
Total Construction	\$575,438.55	\$0.00	\$575,438.55
 Engineering			
Design	\$88,359.35	\$0.00	\$88,359.35
Bid	\$6,205.20	\$0.00	\$6,205.20
Construction	\$76,900.44	\$0.00	\$76,900.44
Close-out	\$7,153.93	\$0.00	\$7,153.93
Testing	\$4,345.00	\$0.00	\$4,345.00
Testing	\$2,290.00	\$0.00	\$2,290.00
Engineering Total	\$185,253.92	\$0.00	\$185,253.92
 Admin: NDA, Pubs, Legal	\$5,529.50	\$0.00	\$5,529.50
 Project Total	\$766,221.97	\$0.00	\$766,221.97

**ESTIMATED PROJECT TOTAL \$766,222
 AS OF 6/17/2019**

**AIP
 SUMMARY OF FUNDS**

<u>STATE</u>	<u>10% LOCAL</u>	<u>90% FEDERAL</u>	<u>TOTAL</u>	ELIGIBLE TOTAL
\$0	\$76,622	\$689,600	\$766,222	
\$0	\$0	\$0	\$0	INELIGIBLE TOTAL
\$0	\$76,622	\$689,600	\$766,222	Project TOTAL

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title V of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. 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.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. 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.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

RESOLUTION NO. R19- 120

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGREEMENT WITH THE U.S. DEPARTMENT OF THE ARMY FOR THE COLUMBUS LOUP RIVER LEVEE REHABILITATION, 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.

WHEREAS, the Loup River Levee in Columbus is in need of rehabilitation work as a result of prominent flooding in the Spring of 2019; and

WHEREAS, the city must work with the Army Corps of Engineers in order to effect and complete said rehabilitation.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the agreement with the U.S. Department of the Army for the Columbus Loup River Levee Rehabilitation, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the Mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: July 31, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Cooperative Agreement for Rehabilitation of Loup River Levee Federal Flood Control

RECOMMENDATION:

I recommend approval and signing of the Cooperative Agreement between the United States of American and City of Columbus, Nebraska, for Rehabilitation of a Federal Flood Control Work.

DISCUSSION:

The City is the Public Sponsor and the Local Flood Protection Project is the Loup River Levee which is federal levee. The levee is part of the United States Army Corps of Engineers (USACE)) PL84-99 program. The City requested the US Government repair or restore the Loup River Levee which was damaged by recent flooding to the original design grade and cross sections that existed prior to the flood event.

The project is designed, bid, and construction overseen by the USACE. The bidding is scheduled for August 2019 with projected construction to begin in 2019 and be substantially complete in 2019, weather and site conditions pending, which may result in completion in 2020.

FISCAL IMPACT:

The USACE estimated cost is \$1,961,000. The City share of cash and services-in-kind is \$0 as the Loup River Levee is a federal levee.

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus
Approved By: Tara Vasicek

**COOPERATION AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
and
CITY OF COLUMBUS, NEBRASKA
for
REHABILITATION OF A FEDERAL FLOOD CONTROL WORK**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Omaha District, U.S. Army Corps of Engineers, and the City of Columbus, Nebraska, (hereinafter referred to as the "Public Sponsor") represented by the Mayor.

WITNESSETH THAT:

WHEREAS, the Government constructed a flood control project (hereinafter referred to as the "project") authorized by Section 205 of the 1948 Flood Control Act, in accordance with recommendations of the Chief of Engineers and approved 1 February 1966, and governed by the Resolution dated 3 March 1971, per the Operations and Maintenance Manual, and entitled "A Resolution Giving Certain Assurances of the City of Columbus, Nebraska, to the United States of America Relative to the Local Flood Protection Project on the Loup River at Columbus, Nebraska," and which remains in full effect;

WHEREAS, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by floods;

WHEREAS, via written correspondence, the Public Sponsor has requested that the Government repair or restore the project, which was damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

WHEREAS, Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort of the authorized project in accordance with the terms of this Agreement;

NOW, THEREFORE, the Government and the Public Sponsor agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean the restoration of the levee to the original design grade and cross sections that existed prior to the flood event as generally described in the Project Information Report dated June 06, 2019 and approved by the Division Commander on June 10, 2019.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily be limited to: actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. The term shall not include any costs for operation and maintenance; any costs to correct deferred or deficient maintenance; any costs for betterments; any costs for Public Sponsor-preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a feature accomplished on behalf of, or at the request of, the Public Sponsor in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States, and using those funds (and using funds provided by the Public Sponsor) shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Government construction of Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be

necessary for construction, operation, and maintenance of the project and the Rehabilitation Effort.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to \$0 towards the total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort and any authorized project-related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to continue to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program, and of Title 33, Code of Federal Regulations, Part 208.10 (33 CFR 208.10).

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

ARTICLE III - LANDS, RELOCATIONS, AND PUBLIC LAW 91-646

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort and the authorized project. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in

49 CFR Part 24, in acquiring lands, easements, and rights of way, required for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - METHOD OF PAYMENT

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$1,961,000 and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be \$0. In order to meet Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$0. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred, and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED, Omaha District (G6)" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that total Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the total

Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of the total Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of total Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

ARTICLE V - CREDITING OF IN-KIND SERVICES

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$0 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

ARTICLE VI - OPERATION AND MAINTENANCE

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall continue to operate and maintain the completed Rehabilitation Effort as part of the project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Title 33, Code of Federal Regulations, Part 208.10, Engineer Regulation 500-1-1, and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls

for access to the project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the authorized project for the purposes of completing, operating, and maintaining the project. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE VII - FEDERAL AND STATE LAWS

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

ARTICLE VIII - RELATIONSHIP OF PARTIES

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

ARTICLE IX - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE X - COVENANT AGAINST CONTINGENT FEES

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI - TERMINATION OR SUSPENSION

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Commander shall terminate or suspend work on the Rehabilitation Effort, unless the District Commander determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

ARTICLE XII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort and the authorized Project. Should the Government and the Public Sponsor

determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort, or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the authorized project in a manner that will not cause liability to arise under CERCLA.

ARTICLE XIII – NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:

Mr. Richard Bogus
City of Columbus
2424 14th Street
Columbus, Nebraska 68602

If to the Government:

District Engineer
Omaha District, Corps of Engineers
1616 Capitol Avenue
Omaha, NE 68102-4901

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

IN WITNESS HEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

CITY OF COLUMBUS, NEBRASKA

BY: _____

BY: _____

John L. Hudson, P.E.
Colonel, Corps of Engineers
District Commander

James B. Bulkley
Mayor
City of Columbus, Nebraska

DATE: _____

DATE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned 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 undersigned, 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 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards 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.

DATED this _____ day of _____, _____

Honorable James Bulkley
Mayor, City of Columbus
2424 14th Street
Columbus, Nebraska 68602

RESOLUTION NO. R19- 121

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH PICTOMETRY INTERNATIONAL CORP. FOR DIGITAL IMAGERY AND RELATED ONLINE SERVICE AND ACCESS IN THE AMOUNT OF \$19,140.33 PER YEAR FOR SIX CONSECUTIVE YEARS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Pictometry International Corp. in the amount of \$19,140.33 per year for six consecutive years for digital imagery, related online service and access, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: July 31, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Eagleview Agreement for Aerial Mapping Services and Licenses

RECOMMENDATION:

I recommend approval of the Agreement with the Pictometry International Corporation in the amount of \$19,140.33 per year for six consecutive years for two-flight aerial mapping services including the Columbus corporate limits and extraterritorial jurisdiction area.

DISCUSSION:

Aerial digital mapping flights are scheduled for 2020 and 2023 and includes the associated license and services through 2025 for the City's Pictometry Connect account. Connect is used by several City departments and the City Computerized Maintenance Management System (CMMS) - Lucity.

The City requires the use of updated digital orthophotos, oblique imaging, and related digital mapping products for use in the CMMS and Geographic Information Systems (GIS) used by several City departments; Engineering Department; Building Department; Stormwater Utility; Public Works Department (Water, Wastewater, Streets); Public Property Department (Parks, Cemetery, Golf); E911 Communications; Police Department; and Fire Department. The most recent digital mapping is becoming outdated and affecting the accuracies and efficiencies. In an effort to minimum costs, a group of communities are working together to coordinate flight years.

FISCAL IMPACT:

The City would be responsible for the cost associated with our own coverage area and is \$19,140.33 per year for six consecutive years for a total of \$144,182. It is 2019-2020 CIP budgeted and projected for the next five years thereafter.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
CITY OF COLUMBUS, NE (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
2424 14th Street	25 Methodist Hill Drive
Columbus, NE 68602	Rochester, NY 14623
Attn: Rick Bogus, City Engineer	Attn: General Counsel
Phone: (402) 562-4235	Phone: (585) 486-0093 Fax: (585) 486-0098

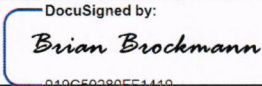
Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
CITY OF COLUMBUS, NE	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE: 
NAME:	NAME: Brian Brockmann
TITLE:	TITLE: Corporate Vice President
DATE:	EXECUTION DATE: 7/31/2019
	DATE OF RECEIPT (EFFECTIVE DATE): Date Customer Signs

SECTION A**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C11928287

BILL TO

City of Columbus, NE
Rick Bogus, City Engineer
2424 14th Street
Columbus, NE 68602
(402) 562-4235
rick.bogus@columbusne.us

SHIP TO

City of Columbus, NE
Rick Bogus, City Engineer
2424 14th Street
Columbus, NE 68602
(402) 562-4235
rick.bogus@columbusne.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A488056	rpoos	Triennial

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
99	IMAGERY - Reveal 250 - R3 per square mile	Product includes: 1.35-inch (or better) GSD orthogonal images and 1.8-inch (or better) oblique images (4-way), available online via an active CONNECT account (purchased separately). Applicable Terms and Conditions: Online Services General Terms and Conditions	\$645.00	\$516.00 (20% - Long Term Incentive Discount)	\$51,084.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$1,650.00 (25%)	\$4,950.00
99	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$990.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
99	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$198.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of Maintenance & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and fifteen (15) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain	\$10,000.00	\$0.00 (100%)	\$0.00

		available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions			
SUBTOTAL – FIRST PROJECT					\$57,421.00

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
99	IMAGERY - Reveal 250 - R3 per square mile	Product includes: 1.35-inch (or better) GSD orthogonal images and 1.8-inch (or better) oblique images (4-way), available online via an active CONNECT account (purchased separately). Applicable Terms and Conditions: Online Services General Terms and Conditions	\$645.00	\$516.00 (20% – Long Term Incentive Discount)	\$51,084.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$1,650.00 (25%)	\$4,950.00
99	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$990.00
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
99	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$198.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of Maintenance & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and fifteen (15) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
SUBTOTAL – SECOND PROJECT					\$57,421.00
Thank you for choosing Pictometry as your service provider.			TOTAL		\$114,842.00

¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement (“Fees”) are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due October 1, 2020	\$19,140.33
Due at First Anniversary of Shipment of Imagery (estimated CY 2021)	\$19,140.33
Due at Second Anniversary of Shipment of Imagery (estimated CY 2022)	\$19,140.34

Total Payments **\$57,421.00**

SECOND PROJECT

Due at Initial Shipment of Imagery (estimated CY 2023)	\$19,140.33
Due at First Anniversary of Shipment of Imagery (estimated CY 2024)	\$19,140.33
Due at Second Anniversary of Shipment of Imagery (estimated CY 2025)	\$19,140.34

Total Payments **\$57,421.00**

PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

Product: IMAGERY - Reveal 250 - R3 per square mile
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 50
Admin User Name: Bryan Imus
Admin User Email: bimus@columbusne.us
Geofence: NE Platte (Primary Geofence)

SECOND PROJECT

IMAGERY

Product: IMAGERY - Reveal 250 - R3 per square mile
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 50
Admin User Name: Bryan Imus
Admin User Email: bimus@columbusne.us
Geofence: NE Platte (Primary Geofence)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - Tornado:** areas affected by tornados rated EF4 and higher.
 - Terrorist:** areas affected by damage from terrorist attack.
 - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B**LICENSE TERMS****PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the “Delivered Content Terms and Conditions”), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 “Authorized System” means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 “Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 “Project Participant” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry’s right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry’s Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

5.2 Confidentiality of Delivered Content. The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
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4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

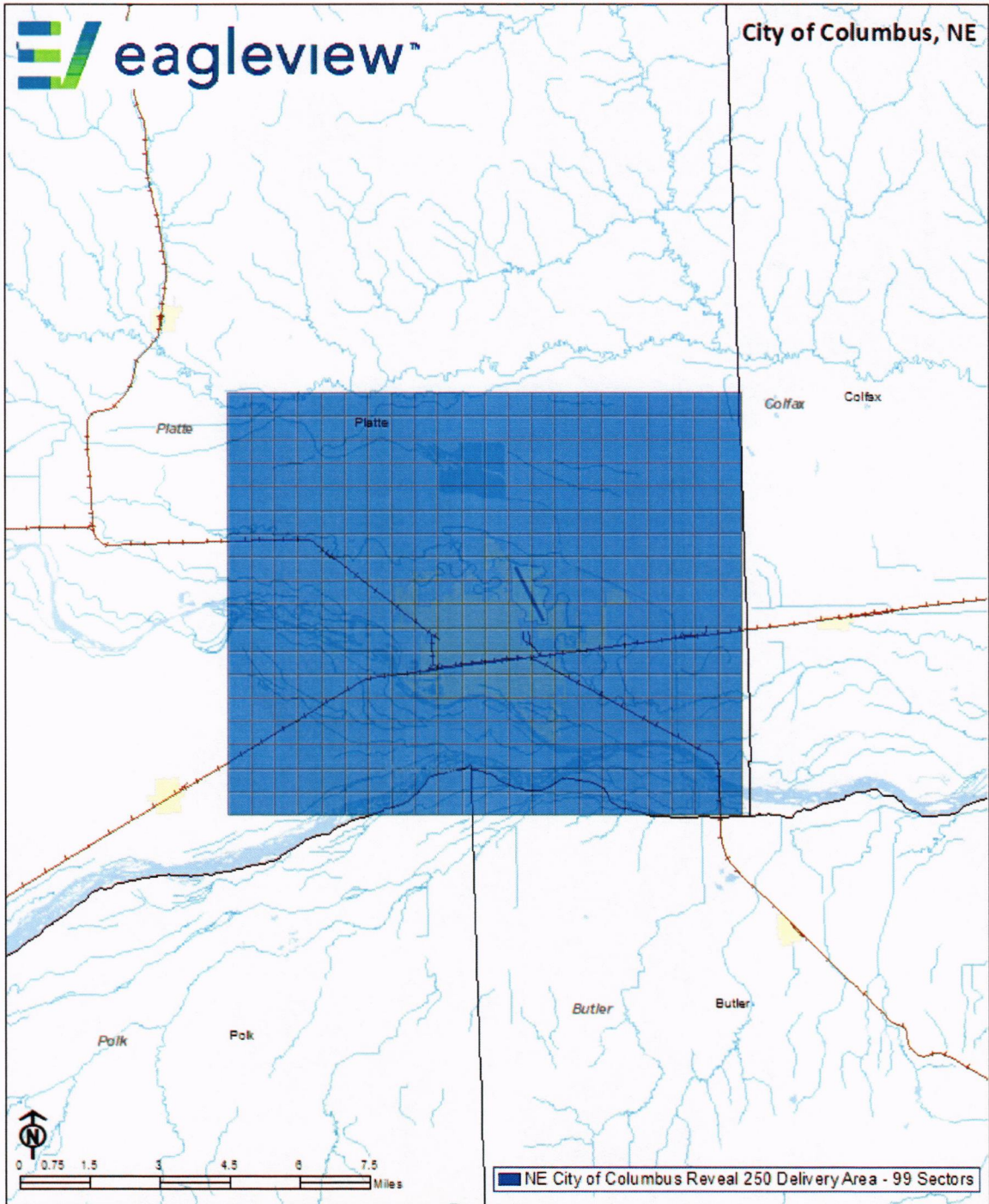
1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Nebraska, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Nebraska in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
 - b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
 - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

[END OF NON-STANDARD TERMS AND CONDITIONS]

MAP(S)



RESOLUTION NO. R19- 122

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH GEO-COMM, INC. FOR GIS MAINTENANCE SERVICES IN THE AMOUNT OF \$15,859, 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, GIS mapping for 911 related calls is necessary for the operation of the Joint Communications Center.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Geo-Comm, Inc. in the amount of \$15,859 for GIS maintenance services through June 30, 2020, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: July 24, 2019
FROM: Pam Sybrant, Communications Director
TO: Tara Vasicek, City Administrator
RE: GeoComm GIS Mapping Maintenance Contract

RECOMMENDATION:

I recommend the approval of GeoComm GIS Maintenance Services Contract

DISCUSSION:

This maintenance contract is vital to the operation of the Communications Center as it maintains the 911 mapping information.

FISCAL IMPACT:

\$15,859.00 which is Part of the 2018-2019 wireless funds budget.

ALTERNATIVE:

There was no alternative bid as this is a specific service that is only provided through GeoComm for this maintenance contract.

CONCURRENCE:

By: _____

SIGNATURE:

By: *Pamela Sybrant*

Approved By: *[Signature]*

GIS Maintenance Agreement

This Project Agreement is made by and between, **Columbus/Platte County Joint Communications Center**, organized under the laws of the state of Nebraska, and **Geo-Comm Inc.**, a Minnesota corporation with its principal offices at 601 West St. Germain Street, St. Cloud, MN, 56301.

In this agreement the party who is contracting to receive the professional services shall be referred to as "the Customer" and the party who will be providing the services shall be referred to as "GeoComm."

GeoComm has an established background in communications engineering, geographic information systems development, cartography, software development, and professional project management and is willing to provide those services to the Customer based on this background.

The Customer desires to have services provided by GeoComm. Therefore, the parties agree as follows:

Section 1 - Description of Service

Beginning upon contract signing GeoComm will provide the following goods and services (collectively the Services): Refer to the itemized Exhibits herein and made part of this agreement:

- GIS Maintenance Services

Section 2 - Payment

The Customer will pay a fee to GeoComm of **\$15,859.00** for services as described in this agreement and provided under this agreement by GeoComm. The Customer agrees to pay GeoComm on the following schedule:

\$15,859.00 invoiced net 45 on July 1, 2019

Services under this agreement will be provided for one year from July 1, 2019 through June 30, 2020.

Section 3 - Late Payment Fee

All invoices issued under this contract shall be submitted to the Customer net 45 days. A 1.5% service charge shall be assessed to all invoices not paid within 45 calendar days from date of invoice.

Section 4 - Expense Reimbursement

GeoComm shall pay all "out-of-pocket" expenses and shall not be entitled to reimbursement from the Customer except by mutual prior agreement.

Section 5 - Performance of Services

GeoComm will work as many hours as is necessary to fulfill its obligations under this agreement.

Section 6 - Disclaimer of Patent License

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppels or otherwise, any license under any patents or patent applications of GeoComm. Except, the Customer shall

have the normal non-exclusive royalty-free license to use that is implied or otherwise arises by operation of law in the sale of a product.

Section 7 - Termination

Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement for violation of the material terms of this Agreement and failure to cure any deficiency within a reasonable time after notice thereof. In the event of termination for just cause by the Customer, GeoComm shall refund all amounts received to that point. In the event of termination for just cause by GeoComm, the Customer shall forfeit any funds paid and return any software and hardware received.

Section 8 - Relationship of Parties

The parties understand that GeoComm is an independent contractor and not an employee of the Customer. The Customer will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit for the benefit of GeoComm as a function of this agreement.

Section 9 - Employees

GeoComm's employees and agents, if any, who perform services for the Customer under this Agreement shall also be bound by the provisions of this agreement.

Section 10 - Indemnification

GeoComm shall indemnify and hold harmless the Customer against and from all liability, claims, damages, and costs including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death, or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract.

Section 11 - Insurance

GeoComm shall obtain liability insurance for both personal injury and property damage. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to the Customer. Minimum limits for GeoComm liability insurance shall be in the amount of \$1,000,000.00 for any number of claims arising out of a single occurrence under a single limit or combined limit or excess umbrella general liability insurance policy. GeoComm shall additionally obtain Worker's Compensation Insurance extending coverage to all its employees.

Section 12 - Data Confidentiality

GeoComm agrees to review, examine, inspect, or obtain Customer data only for the purposes described in this agreement and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of five (5) years following disclosure and shall survive early termination of this Agreement.

Section 13 - Records Retention and Availability

GeoComm agrees that the Customer, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of GeoComm and involve transactions relating to this Agreement. GeoComm agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

Section 14 - Ownership

It is agreed by and between the parties that all products created as a result of this contract will be the sole property of the Customer. With the exception of the GeoComm's proprietary software products, all products created and delivered under this agreement may be used, altered, and distributed at the Customer's discretion.

Section 15 - Nondiscrimination

During the performance of this contract, GeoComm agrees as follows:

- a) GeoComm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. GeoComm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provisions of this nondiscrimination clause.
- b) GeoComm, in all solicitations or advertisements for employees placed by or on behalf of GeoComm, shall state that such contractor is an equal opportunity employer.
- c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d) GeoComm shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Section 16 - Drug-Free Workplace to be maintained by the Contractor

During the performance of this contract, GeoComm agrees as follows:

- a) GeoComm shall provide a drug-free workplace for all of their employees. GeoComm agrees to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of this prohibition.
- b) GeoComm, in all solicitations or advertisements for employees placed by or on behalf of GeoComm, shall state that such contractor maintains a drug-free workplace.

GeoComm shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Section 17 - Notices

All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows.

Columbus/Platte County Joint Communication Center

Pam Sybrant
Director
2424 14th Street
Columbus, NE 68802
Phone (402) 942-5062
E-mail pam.sybrant@columbusne.us

GeoComm

Shirley Simon
Contracts Manager
601 West St. Germain Street
St. Cloud, MN 56301
Phone (320) 281-2168
E-mail ssimon@geo-comm.com

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

Section 18 - Assignment

GeoComm's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Customer.

Section 19 - Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

Section 20 - Amendment

This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

Section 21 - Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 22 - Laws to be Observed

GeoComm shall keep fully informed of all Federal and state laws, all regulations pertaining to the Occupational and Safety Hazards Act (OSHA), all local laws, ordinances and regulations, and all orders and decrees of bodies and tribunals having any jurisdiction or authority, which in any manner affect the conduct of work.

Section 23 - Applicable Law

If there is any dispute concerning this agreement, the laws of the State of Nebraska shall apply. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the state of Nebraska.

For Columbus/Platte County Joint Communications Center

By:

Date:

Signature/Title

For Geo-Comm, Inc.

By:

Date:

Heather Hoskins

Heather Hoskins/Controller

4-26-19

Exhibit A – Scope of Services

GeoComm will provide the following maintenance services:

- GIS Map Data Maintenance (wireline layers)
- Phase I Wireless Layers Maintenance
- Master Street Address Guide (MSAG) Maintenance and ALI Database Support
- Addressing Services

GIS map data maintenance (wireline layers)

GeoComm will use hard copy, digital resources, MSAG, and ALI databases provided by the Customer to update the map data layers for plotting wireline 9-1-1 calls. As needed, GeoComm will:

- Update the road centerline layer with additions, deletions, and corrections
- Update the Emergency Service Zones (ESZ) layer, as well as associated law, fire, and medical boundary layers when updates are requested
- Update the community boundary layer when there are annexations
- Update other existing additional layer(s) (if available) (e.g. railways, water features, hazardous sites, etc.)
- Complete regular and proactive quality control on all map layers used for wireline 9-1-1 call plotting
- Upload data to Nebraska Public Services Commission (PSC) Data Repository

Notes: If requested, GeoComm can provide the Customer with up to two hardcopy maps, no larger than 36" x 36", per annual agreement representing emergency service zone boundaries. Additional charges may apply if custom labeling, annotation layer development, map insets, or representation layer development is required.

Deliverables

- Updated map data layers provided as frequently as monthly for use in your public safety software mapping systems
- Updated map data layers uploaded to the Nebraska PSC Data Repository as frequent as quarterly
- Synchronization comparison results between the ALI database, MSAG, and GIS that are determined from the comparison completed as frequently as quarterly

Phase I wireless layers maintenance

GeoComm will update the wireless sector/omni coverage and tower layers based on hard copy or digital resources provided by the Customer for plotting wireless 9-1-1 calls. As needed, GeoComm will:

- Add new sector or omni coverages
- Attribute new sector or omni coverages with unique ID, sector ID, sector number, wireless company name, and radius
- Update sector or omni coverage attributes with current wireless information
- Change omni coverages to sectors
- Change sector orientation of cellular coverages
- Change sector or omni coverage radius
- Add new tower locations
- Complete regular and proactive quality control on all map layers used for wireless Phase I 9-1-1 call plotting

- Review quarterly wireless spreadsheet from the Nebraska PSC and update the wireless Phase I sector layer as needed for each county. This may include adding or removing wireless sectors, updating wireless Phase I unique IDs, or adjusting sector orientation
- Report potential wireless data errors to the Nebraska PSC if found in the quarterly wireless spreadsheet that is compiled from wireless providers
- Provision the updated layer to GeoLynx

The following essential resources must be provided when updates to the wireless sector/omni coverage layer are requested to ensure complete and accurate updates.

- Coverage maps from each wireless provider
- Call logs from the GeoLynx dispatch mapping software
- Wireless routing sheets from each wireless provider which include:
 - Latitude/Longitude coordinates of the tower
 - Coverage Type: Omni or Sectorized. If the tower is sectorized provide azimuth/orientation and sector bandwidth
 - Unique ID
 - Sector ID
 - Sector Number
 - Wireless Company Name
 - Radius

Deliverables

- Updated wireless sector/omni coverage and tower layers provided as frequently as monthly for use in the customer's public safety software mapping systems.
- If GeoLynx software is in place, as frequently as monthly, GeoComm will compare call log information to the existing layers and subsequently update the data as needed.

MSAG maintenance and ALI Database Support

GeoComm updates and manages the Customer's MSAG based on provided resources to ensure ongoing synchronization with the county's GIS map data and ALI database. As needed, GeoComm will:

- Submit MSAG updates to the Customer database provider when new roads are added, roads are changed, roads are deleted, ESZs are changed
- Assist in the resolution of MSAG discrepancies, as provided by the database provider (overlaps with other MSAG entries)
- Assist in the resolution of inconsistencies between the MSAG and map data
- Assist in the resolution of ALI database records that do not match the MSAG
- Request new Emergency Service Numbers (ESNs) from the database provider when new ESZs are created

Synchronization of the Customer MSAG, ALI database, and GIS map data is crucial in a 9-1-1 environment. GeoComm will also complete periodic reviews of these three elements to ensure they are synchronized. The customer must provide the MSAG and ALI databases in order for GeoComm to complete these reviews. If needed, GeoComm will make any updates to the GIS map data and MSAG and recommend changes to the ALI database based on these reviews to increase synchronization levels.

Note: No more than four comparisons of the MSAG, ALI database, and GIS map data will be completed in one calendar year.

Deliverables

- MSAG updates submitted to your database provider as changes are needed.
- Synchronization comparison results between the ALI database, MSAG, and GIS that are determined from the comparison completed as frequently as quarterly.
- Recommended updates submitted to your database provider, as needed.
- Make GIS map data updates, as needed.

Addressing Services

GeoComm will update the address point layer based on resources provided by the Customer. As needed, GeoComm will:

- Update the address point layer with any additions, deletions, and/or corrections
- Update address points with attribute information
- Address added points and provide the new address within three (3) business days
- Provide technical advice via telephone and email regarding unique addressing situations

Deliverables

- New addresses provided for new structures within three (3) business days
- Responses to questions regarding unique addressing situations or addressing discrepancies, as needed

Note: Additional fees apply if the customer would like GeoComm to provide notice of address to resident/business
Client must provide accurate location information or latitude and longitude for the placement of points to be addressed

GeoComm reserves the right to revise the scope of work and pricing as new requirements emerge from the state of Nebraska's NG9-1-1 project.

Contact **GIS Maintenance Bureau** for assistance with your GIS maintenance needs

Phone 1.844.282.4507

Email gis@geo-comm.com

Frequently Asked Questions – GIS Maintenance

Why does GeoComm have a dedicated GIS Maintenance Team?

We understand that keeping GIS map data current, accurate, and regularly incorporated into a public safety system is just as important as the initial investment in the data layers. With proper and efficient maintenance, you are assured that lives are not put in jeopardy because of outdated or inaccurate GIS map data. Our GIS Maintenance Team is focused on keeping your GIS map data current, accurate, and provide you with the best customer service available. They work collaboratively to fulfill your maintenance service requests and produce the highest quality of GIS services.

How do I contact the GIS Maintenance Team?

You can call them at 844-282-4507 or e-mail them at gis@geo-comm.com.

All of the team members will be able to easily assist you with questions and provide you consistent communication about your GIS data.

How do I upload new GIS Data, so GeoComm's GIS Maintenance Team receives it?

We suggest that you submit your GIS map data, public safety databases, and/or other resources to GeoComm via our data submission webpage <http://www.geo-comm.com/industries/gis/data-submission/>. You will receive a confirmation e-mail once the form has been submitted and received.

Are there any other details I need to know to submit my GIS data?

- Adobe Flash must be installed on your computer to see the form on the GIS data submission webpage.
- All native files must be compressed into a single ZIP (.zip) format
- The ZIP file must be under 2GB

RESOLUTION NO. R19- 123

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO OBRIST & COMPANY, INC. IN THE AMOUNT OF \$698,875.75 FOR SEWER EXTENSION DISTRICT NO. 46. (LOST CREEK PARKWAY FROM 38 STREET TO WEST OF 10 AVENUE).

WHEREAS, the City of Columbus received bids for Sewer Extension District No. 46 on July 30, 2019, with Obrist & Company, Inc. submitting the lowest bid of \$798,875.75 as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, the lowest bid from Obrist & Company, Inc. in the amount of \$698,875.75 for the Sewer Extension District No. 46 be accepted and the Mayor be authorized to sign contracts for this project.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: July 31, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: SED #46 Lost Creek Parkway from 38th Street to West of 10th Avenue

RECOMMENDATION:

I recommend award of the Bid for the above-referenced project to Obrist & Company in the amount of \$698,875.75. Two bids were received and a Bid Tabulation sheet is attached. HDR Engineering's recommendation memo is also attached. HDR Engineering's construction cost estimate was \$700,000.

DISCUSSION:

Creation of SED #46 was formed by Ordinance 19-25. SED construction includes extension of 12-inch sanitary sewer main, manholes, street undercrossing, dewatering, and related work in accordance with the Comprehensive Plan and the 2 and 10 Year Utility Plan. The sewer location would be located on the south side of the parkway within existing roadway right-of-way.

The contractor plans to start in early September 2019, with a contract substantial completion of 130 days from start, however this is weather and site conditions pending. If weather and site conditions do not allow completion this construction season, the remaining work would be completed as soon as possible in the 2020 construction season. Loup Public Power Service Center has temporary sewer tanks in place until the gravity sewer line in both the Energy Triangle addition and SED#46 are complete and operational.

FISCAL IMPACT:

2019-2020 budget CIP in the amount of \$1,000,000 which includes design and construction engineering services, construction, and contingency.

ALTERNATIVE:

Do not approve. However, the Loup Public Power Service Center and Energy Triangle will not be served.

SIGNATURE:

By: Richard J. Bogus
Approved By: Tara Vasicek

CITY OF COLUMBUS

BID TABULATION

**SANITARY IMPROVEMENT SED#46, LOST CREEK PARKWAY FROM 38TH STREET TO WEST OF 10TH AVENUE:
JULY 30, 2019 2:00 P.M.**

			Contractor: Obrist & Company, Inc. PO Box 581 Columbus, NE 68602-0581 Bid Bond: X	Contractor: Rutjens Construction, Inc. PO Box 99 Tilden, NE 68781 Bid Bond: X	Bid Bond:
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
	Total Cost		\$698,875.75	\$764,026.80	
	Calendar Days				



July 31, 2019

Mr. Rick Bogus
City Engineer
2424 14th Street
PO Box 1677
Columbus, NE 68602-1677

RE: Bid Evaluation and Recommendation of Construction Contract Award
Sanitary Improvement District (SED) #46, Lost Creek Parkway From 38th Street to West of 10th
Avenue
HDR Project No.10122262
Bid Recommendation of Award

Dear Mr. Bogus,

The City of Columbus, NE opened two (2) bids for the *Sanitary Improvement District (SED) #46, Lost Creek Parkway From 38th Street to West of 10th Avenue* on July 30th, 2019. We have since prepared a bid tabulation and have checked the calculations contained therein, and see no errors in the bids. A detailed Bid Tabulation is included as an Attachment to this letter. Our review of the Bid Tabulation indicates that Obrist & Company, Inc. is the lowest responsive bidder for the project with a total bid price of six hundred ninety-eight thousand, eight hundred seventy-five dollars and 75 cents (\$698,875.75). This bid price is below the Engineer's Estimate of \$700,000.

The bid results are summarized below.

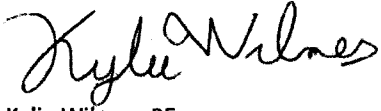
Bidders	Bid Total	Difference From Low Bidder	Difference From Engineer's Estimate
Engineer's Estimate	\$700,000.00	-	-
Obrist & Company, Inc.	\$698,875.75	-	(\$1,124.25)
Rutjens Construction, Inc.	\$764,026.80	\$65,151.05	\$64,026

In evaluation of the low bid, no irregularities or exceptions were noted, and the bid from Obrist & Company, Inc. appears to be in order.

Based on the above, HDR recommends that the City of Columbus award the contract for *Sanitary Improvement District (SED) #46, Lost Creek Parkway From 38th Street to West of 10th Avenue* for a Total Bid Price of \$698,875.75 to:

Obrist & Company, Inc.
PO Box 581
Columbus, NE 68602-0581

Sincerely,
HDR Engineering, Inc.

A handwritten signature in black ink that reads "Kylie Wilmes". The signature is written in a cursive style with a large initial "K" and "W".

Kylie Wilmes, PE
Project Manager

Enclosures: Bid Tabulation

PROJECT: City of Columbus
 SED #46, Lost Creek Parkway from 38th Street to west of 10th Avenue

ENGINEER'S ESTIMATE: \$700,000

OWNER: CITY OF COLUMBUS
ENGINEER: HDR Engineering Inc.
BID DATE: July 30, 2019, 2:00 P.M

Item No.	Description	Estimated Quantity	Unit	Obrist & Company, Inc.		Rutjens Construction, Inc.	
				Unit Price	Total	Unit Price	Total
1	Mobilization, Demobilization, Bonds, Permit & Insurance	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00
2	Traffic Control	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 7,500.00	\$ 7,500.00
3	Install Construction Entrance	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 4,210.00	\$ 12,630.00
4	Fabric Silt Fence "Low Porosity"	6,930	LF	\$ 4.25	\$ 29,452.50	\$ 3.10	\$ 21,483.00
5	Seeding, Type "A"	4.64	AC	\$ 1,000.00	\$ 4,640.00	\$ 2,125.00	\$ 9,860.00
6	Erosion Control, Class IB	22,460	SY	\$ 2.05	\$ 46,043.00	\$ 1.15	\$ 25,829.00
7	Dewatering	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 20,120.00	\$ 20,120.00
8	8" PVC SDR 26 Sanitary Sewer Main	5	LF	\$ 30.00	\$ 150.00	\$ 51.25	\$ 256.25
9	12" PVC SDR 26 Sanitary Sewer Main	6,854	LF	\$ 43.50	\$ 298,149.00	\$ 66.10	\$ 453,049.40
10	Tunnel 18" O.D. Steel Casing	114	LF	\$ 265.00	\$ 30,210.00	\$ 210.00	\$ 23,940.00
11	8" Plug	1	EA	\$ 150.00	\$ 150.00	\$ 250.00	\$ 250.00
12	Clean, Inspect, and Test Sanitary Sewer	6,859	LF	\$ 3.75	\$ 25,721.25	\$ 1.85	\$ 12,689.15
13	Sanitary Sewer Manhole, 54" Dia.	215	VF	\$ 420.00	\$ 90,300.00	\$ 565.00	\$ 121,475.00
14	Sanitary Sewer Manhole, 60" Dia.	9	VF	\$ 440.00	\$ 3,960.00	\$ 655.00	\$ 5,895.00
15	Infiltration Barrier, External	26	EA	\$ 750.00	\$ 19,500.00	\$ 425.00	\$ 11,050.00
16	Reconnect Existing Sewer Pipes to New Manhole	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
17	Remove Unsuitable Subgrade Material	100	CY	\$ 6.00	\$ 600.00	\$ 20.00	\$ 2,000.00
TOTAL				\$ 698,875.75		\$ 764,026.80	

Contract Drawings For
City of Columbus

SED #46, LOST CREEK PARKWAY FROM 38th STREET TO WEST OF 10TH AVENUE

CIVIL
BID DOCUMENTS

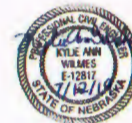
Project No.
10122262

Columbus, Nebraska
JULY 12, 2019



INDEX OF DRAWINGS

00C-01	COVER SHEET
00C-02	QUANTITIES AND NOTES
00C-03	ALIGNMENT GEOMETRY AND KEY INDEX
00C-04	CONSTRUCTION ACCESS AND STAGING AREA
00C-05	PLAN AND PROFILE
00C-06	PLAN AND PROFILE
00C-07	PLAN AND PROFILE
00C-08	PLAN AND PROFILE
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00C-16	PLAN AND PROFILE
00C-17	PLAN AND PROFILE
00C-18	PLAN AND PROFILE
00C-19	DETAILS
00C-20	SWPPP
00C-21	BORING LOGS



RESOLUTION NO. R19- 124

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE CHANGE OF CABLE TELEVISION FRANCHISEE FROM EAGLE COMMUNICATIONS, INC., TO EAGLE BROADBAND INVESTMENTS, LLC; 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, Eagle Communications, Inc. owns and operates a cable television system in the City of Columbus pursuant to a television franchise granted by the city, said franchise was granted and approved with Resolution No. R15-46; and

WHEREAS, Eagle Broadband Investments, LLC, will be acquiring the assets of Eagle Communications, LLC, including those assets associated with the aforementioned franchise and the franchise itself; and

WHEREAS, Eagle Broadband Investments, LLC and Eagle Communications, Inc. have requested that the city consent/approve this change in the aforementioned cable television franchise; and

WHEREAS, the appropriate application (Federal Communications Commission Form 394 titled "Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise") has been filed with the city.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that upon the closing of the acquisition the change of cable television franchisee from Eagle Communication, Inc., to Eagle Broadband Investments, LLC, is hereby consented to an approved, and the mayor is authorized, directed, and empowered to execute this resolution on behalf of the city.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: August 1, 2019
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator *TVA*
RE: Eagle Broadband Investments, LLC acquisition of Eagle Communications, LLC

RECOMMENDATION:

Approve the resolution to approve this change in the current cable television franchise agreement.

DISCUSSION:

The City currently has a cable television franchise agreement with Eagle Communications, LLC (R15-46). Eagle Communications has provided the necessary information to the City, as required by Federal Communications Commission, FCC, rules and regulations to transfer the existing franchise agreement. The resolution will provide the City's consent to the change of ownership.

FISCAL IMPACT:

None.



CORPORATE OFFICE
2703 Hall Street | Suite 15
Hays, Kansas 67601
785.625.4000
www.eaglecom.net
100% Employee-Owned

July 26, 2019

James Bulkley
Mayor
City of Columbus
2424 14th Street
Columbus, NE 68601

Re: Eagle Broadband Investments, LLC (“Eagle Broadband”), acquisition of Eagle Communications, Inc. Franchise (“Eagle Comm”).

Dear James Bulkley:

We are pleased to inform you that on July 11, 2019, Eagle Broadband, a newly-formed company entered into an Asset Purchase Agreement with Eagle Comm (the “Agreement”), pursuant to which Eagle Broadband will purchase substantially all of Eagle Comm’s assets related to its video service operations (the “Transaction”). The Transaction will result in the assignment of the Franchisee’s assets, including its franchise, to Eagle Broadband. We expect the transaction to close on or before August 31, 2019.

In accordance with Federal Communications Commission (“FCC”) rules and the terms of the franchise between the Eagle and your community, we have enclosed for your review three copies of the FCC-specified “Form 394.” The Form 394 and its attachments are designed to provide you with all of the information necessary to assess the financial, legal, and technical capabilities of Eagle Broadband with regard to the operations of the franchise. We are also including a draft consent resolution for your consideration.¹⁰ If acceptable, please sign and return an original of the ordinance after passage in accordance with the law and rules governing your jurisdiction.

After the sale, Eagle Broadband will continue to provide the video, voice and data services to which your community has become accustomed. We are confident that the Transaction will serve the public interest by ensuring that the cable company in your community has the resources necessary to continue delivering high-quality and innovative services to your residents. Eagle Broadband is hiring substantially all of the employees that were serving your

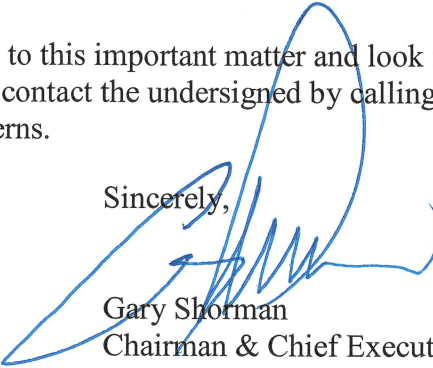
¹⁰ Pursuant to Section 617 of the Federal Cable Act, if you choose to take no action on our request for consent to transfer control of the franchisee, your consent will be deemed granted after 120 days. 47 U.S.C. § 537.

community with Eagle Comm, so you can expect to see the same local team members serving your needs.

Eagle Comm and Eagle Broadband look forward to working closely with your community to expedite the transfer of the franchise. We are available to discuss any issues or concerns you may have regarding the Transaction.

We appreciate your prompt attention to this important matter and look forward to working with you. Please do not hesitate to contact the undersigned by calling (785) 301-2083 if you have any questions, comments, or concerns.

Sincerely,



Gary Shorman
Chairman & Chief Executive Officer
Eagle Communications, Inc.

Enclosure:

Form 394
Proposed Resolution

FCC 394

**APPLICATION FOR FRANCHISE AUTHORITY
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL
OF CABLE TELEVISION FRANCHISE**

FOR FRANCHISE AUTHORITY USE ONLY

SECTION I. GENERAL INFORMATION

DATE	7/26/2019	1. Community Unit Identification Number:	NE0310
------	-----------	--	--------

2. Application for: Assignment of Franchise Transfer of Control

3. Franchising Authority:		City of Columbus
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located:		
Columbus, NE		
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	3/31/2014	
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	8/31/2019	

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No.

PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first)			
Eagle Communications, Inc.			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box			
2703 Hall Street, Suite 15			
City	State	ZIP Code	Telephone No. (include area code)
Hays	KS	67601	785-301-2083

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No.

1

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

Yes No

If No, explain in an Exhibit.

Exhibit No.

PART II - TRANSFEREE/ASSIGNEE

1.(a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first)			
Eagle Broadband Investments, LLC			
Assumed name used for doing business (if any)			
c/o Mega Broadband Investments LLC, 101 Stewart Street, #700			
Mailing street address or P.O. Box			
City	State	ZIP Code	Telephone No. (include area code)
Seattle	WA	98101	206-621-1351

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first)			
Matthew DelNero			
Firm or company name (if any)			
Covington & Burling LLP			
Mailing street address or P.O. Box			
One CityCenter, 850 Tenth Street, NW			
City	State	ZIP Code	Telephone No. (include area code)
Washington	DC	20001	202-662-5543

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No.

(d) Indicate the address where the system's records will be maintained.

Street address		
Eagle Broadband Investments, LLC c/o Mega Broadband Investments LLC, 101 Stewart Street, #700		
City	State	ZIP Code
Seattle	WA	98101

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No.
2

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

<input type="checkbox"/> Corporation	a. Jurisdiction of incorporation:	d. Name and address of registered agent in jurisdiction:
	b. Date of incorporation:	
	c. For profit or not-for-profit:	

<input type="checkbox"/> Limited Partnership	a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:
	b. Date of formation:	

<input type="checkbox"/> General Partnership	a. Jurisdiction whose laws govern formation:	b. Date of formation:
--	--	-----------------------

Individual

Other. Describe in an Exhibit.

Exhibit No. 4

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

- (a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.
- (b) Citizenship.
- (c) Relationship to the transferee/assignee (e.g., officer, director, etc.).
- (d) Number of shares or nature of partnership interest.
- (e) Number of votes.
- (f) Percentage of votes.

(a)	See Exhibit 3	
(b)		
(c)		
(d)		
(e)		
(f)		

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?

Yes No

If the answer is No, explain in an Exhibit.

Exhibit No.

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority?

Yes No

If the answer is Yes, describe circumstances in an Exhibit.

Exhibit No.

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination?

Yes No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

Yes No

If Yes, provide particulars in an Exhibit.

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?

Yes No

If No, attach as an Exhibit a full explanation.

Exhibit No.
5

SECTION III. TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.
2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principals, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.

Yes No

Exhibit No.
6

SECTION IV. TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

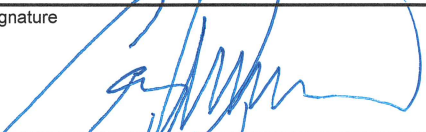
Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No.
7

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date 7/25/19 Print full name ARUN SHORMAN
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) <input type="checkbox"/> Other. Explain:	

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date Print full name Phillip Spencer, [CEO]
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) <input type="checkbox"/> Other. Explain:	

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	Print full name
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) <input type="checkbox"/> Other. Explain:	

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- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date 7/24/19
	Print full name Phillip Spencer, [CEO]
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) <input type="checkbox"/> Other. Explain:	

ORDINANCE NO. 19- 26

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, PROVIDING FOR THE VACATION OF THE RIGHT-OF-WAY OF 51ST AVENUE PREVIOUSLY PLATTED FROM THE NORTH LINE OF JACKSON MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK B OF WHISPERING MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; REPEALING ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, THAT the right-of-way of 51st Avenue previously platted from the North line of Jackson Meadows Addition to the City of Columbus, Platte County, Nebraska to the Westerly extension of the North line of Lot 2, Block B of Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska, is hereby vacated.

This Ordinance shall repeal all ordinances or portions thereof in conflict herewith. This Ordinance shall be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City Offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 19- 27

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA AMENDING CHAPTER 90 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) BY AMENDING SECTION 90.043 TO BAN MINIATURE PIGS WITHIN THE CORPORATE LIMITS OF THE CITY; 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.

WHEREAS, the Public Property, Safety, and Works Committee has previously recommended that the city code be amended to prohibit miniature pigs within the city limits.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA;

Section 1: That Section 90.043 of Chapter 90 of Title IX of the Columbus City Code is amended to read as follows:

§90.043 MINIATURE PIGS BANNED WITHIN CORPORATE LIMITS.

- (A) *MINIATURE PIG* is defined as any registered purebred miniature Vietnamese potbelly pig or other similar registered purebred pig that does not exceed 100 pounds.
- (B) It shall be unlawful for any person to own, keep, harbor, or maintain any miniature pig(s) within the corporate limits of the City of Columbus. The unlawful owning, keeping, maintaining, or harboring of miniature pig(s) is declared to be a public nuisance.

Section 2: This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by § 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city office.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY