

City Council Regular Meeting via Conference Call. Access the meeting by using Conference Call No. 415-762-9988 with this meeting ID No. 236-678-6847  
Monday, April 6, 2020 7:00 PM  
Conference Call: 415-762-9988; Mtg. ID: 236-678-6847  
PO Box 1677

**Format of meeting by conference call is being conducted in order to comply with social distancing guidelines due to the COVID-19 outbreak and intended to follow the authorization of Executive Order No. 20-03 issued by Governor Ricketts on March 17, 2020.**

{{Name: Agenda Item Name}}

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

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

**2. PRAYER**

**3. 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 March 16, 2020, City Council meeting.

B. Minutes of the March 23, 2020, Civil Service Commission meeting certifying Ty Neill as a candidate for Firefighter/EMT/Haz Mat Tech. (Derek Salak and Gavin Sparr are currently certified as candidates for this position.)

C. Appointment of Paul Sanderson to Senior Center Advisory Board to fill unexpired term of Lee Iwanski.

D. Resolution No. R20-28 approving Consultant Agreement with Northeast Nebraska Economic Development District for construction management services for Community Development Block Grant No. 19-DTR-101.

E. Resolution No. R20-29 approving agreement with Columbus Softball Association for use of Gerrard Park softball facilities.

F. Resolution No. R20-30 authorizing payment of various improvement projects.

G. Payroll and bills on file.

**4. APPROVAL OF MINUTES - Included in Consent Agenda**

**5. SPECIAL PRESENTATIONS - None**

## **6. PUBLIC HEARINGS**

A. Public hearing - Application of Columbus Lodging, LLC dba Hampton Inn & Suites for Retail Class "C" liquor license at 3536 23 Street.

1. Application of Hampton Inn & Suites for Mike A. Works as manager in conjunction with liquor license.

B. Public hearing - Application of City of Columbus dba Van Berg Golf Course for Retail Class "I" liquor license at 560 Van Berg Drive.

## **7. PETITIONS AND COMMUNICATIONS - None**

## **8. REPORTS OF CITY OFFICES - None**

## **9. REPORTS OF COUNCIL COMMITTEES - None**

## **10. REPORTS OF SPECIAL COMMITTEES - None**

## **11. REPORTS ON LEGISLATION - None**

## **12. NEW BUSINESS**

A. Application of Level One Properties for special designated liquor license on May 2, 2020, for street music festival in front of 1270 27 Avenue.

B. Appointment of Derek Salak as Firefighter/EMT/Haz Mat Tech.

C. Quote from Crouch Recreation in the amount of \$65,804 for bleacher shade covers for Bradshaw Park softball fields.

D. Quote from NoSwett Fencing & Decks in the amount of \$19,850 for batting cage fencing at Bradshaw Park.

E. Quote from Lakeview Small Engine, Inc. in the amount of \$16,490 for mower for the Airport.

F. Comments from mayor and city council members.

## **13. RESOLUTIONS**

A. Resolution No. R20-31 awarding contract to Gehring Construction & Ready Mix Co., Inc. in the amount of \$1,591,311 for Street Improvement District No. 183 (48 Avenue from 38 Street to Lost Creek Parkway).

B. Resolution No. R20-32 approving Forbearance Agreement with Blazer, LLC and Blazer Holdings, LLC to temporarily suspend loan payments through December 31, 2020, for Economic Development "840" Loan.

C. Resolution No. R20-33 approving Forbearance Agreement with Blazer, LLC, Brent Ogle, and Kirk Diers to temporarily suspend loan payments through January 20, 2021, for Economic Development "840" Loan.

**14. ORDINANCES ON FIRST READING - None**

**15. ORDINANCES ON SECOND READING - None**

**16. ORDINANCES ON THIRD READING - None**

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

A. ARL Credit Services

**18. UNFINISHED BUSINESS - None**

**19. ADJOURNMENT**



STATE *of* NEBRASKA  
OFFICE OF THE GOVERNOR  
LINCOLN

**EXECUTIVE ORDER NO. 20—03**  
**CORONA VIRUS – PUBLIC MEETINGS REQUIREMENT LIMITED WAIVER**

**WHEREAS**, In order to provide flexibility to assist in meeting the emergency conditions and subsequent impacts brought on from COVID-19, a state of emergency was declared in Nebraska on March 13, 2020; and

**WHEREAS**, the State of Nebraska is committed to providing seamless government operations to the people of Nebraska throughout the state of emergency; and

**WHEREAS**, state and local governmental boards, commissions and other public bodies must comply with the Open Meetings Act so that citizens may exercise their democratic privilege of participating in meeting of public bodies; and

**WHEREAS**, for public health purposes, meetings and gatherings have now been limited to no more than 50 people and may be further limited if the presence of COVID-19 warrants;

**NOW THEREFORE**, I, Pete Ricketts, Governor of the State of Nebraska, by virtue of the authority vested in me by the Constitution and laws of Nebraska, hereby issue this limited waiver of certain requirements of the Nebraska Open Meetings Act.

Pursuant to this declaration, I hereby order the following:

1. This executive order applies to all governing bodies as defined in Neb. Rev. Stat. §84-1409 (1) and to all public meetings as defined in Neb. Rev. Stat. § 84-1409 (2).
2. All governing bodies may meet by videoconference or by telephone conferencing or by conferencing by other electronic communication so long as there is made available at such meeting access to members of the public and to members of the media.

3. The advanced publicized notice and the agenda requirements for meetings that are set forth in Neb. Rev. Stat. §84-1411 and the remaining provisions of Nebraska's Open Meeting Act shall continue to be complied with by all governing bodies and are not waived by this executive order.
4. This waiver shall apply to all public governing body meetings that occur from today through May 31, 2020.

**IN WITNESS THEREOF**, I have hereunto set my hand and caused the Great Seal of the State of Nebraska to be affixed on this 17th day of March, 2020.

**ATTEST:**



\_\_\_\_\_  
Pete Ricketts, Governor



\_\_\_\_\_  
Robert B. Evnen, Secretary of State

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

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

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

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

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

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

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

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

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

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

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

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

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

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

(b) Discussion regarding deployment of security personnel or devices;(c) Investigative proceedings regarding allegations of criminal misconduct; or

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

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

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

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

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

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

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

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

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

(1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (a) twenty-four hours before the scheduled commencement of the meeting or (b) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public

power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

- (a) Reasonable advance publicized notice is given;
- (b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;
- (c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;
- (d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and
- (e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or
- (ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

- (a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;
- (b) Reasonable advance publicized notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;
- (c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;
- (d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that:

(i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and

(ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

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

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

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

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

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

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

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

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

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

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

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

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

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

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

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

(f) Reasonable arrangements are made to provide viewing at other in-state locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

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

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

(8) Public bodies shall make available at the meeting or the in-state location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**84-1413. Meetings; minutes; roll call vote; secret ballot; when.**

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

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

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

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

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

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

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

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

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

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

**Effective Date – September 1, 2019**

**Distributed by the League of Nebraska Municipalities**



A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on March 16, 2020, at 7:00 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

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

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, Prent Roth, and Ron Schilling. Council Member John Lohr was absent and excused. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Public Property Director Doug Moore, Finance Director Heather Lindsley, and Library Assistants Elicia Micek and Brenda Pflum.
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.

Bulkley gave an update on the status of precautionary measures to be taken with regard to the Coronavirus. He noted that East Central District Health Department (ECDHD) is coordinating with Columbus Community Hospital (CCH) and is the primary leader working closely with federal, state, and local officials to gather and share information. Bulkley noted that a joint press conference by ECDHD, CCH, all local school systems, Educational Service Unit, and the City of Columbus will be held at 9:30 a.m. on Tuesday to inform the public on current information and noted that the public will be updated as the situation changes.

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

- 4.A. Minutes of March 2, 2020, City Council meeting.**
- 4.B. Resolution No. R20-24 authorizing payment of various improvement projects.** Resolution No. R20-24 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: ERIKSEN CONSTRUCTION CO., INC. - WWTF PHASE 4 \$257,430.00; GEHRING CONSTRUCTION & READY MIX, INC. - DOWNTOWN TRAFFIC SIGNAL RENO \$83,000.92.
- 4.C. Resolution No. R20-25 approving the use of Pawnee Park to camp overnight on Friday, June 5 and Saturday, June 6, 2020, for annual Antique Tractor and Gas Engines Show and repealing Resolution No. R19-155.** Resolution No. R20-25 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING USE OF PAWNEE PARK TO CAMP OVERNIGHT ON JUNE 5 AND JUNE 6, 2020, FOR ANNUAL ANTIQUE TRACTOR AND GAS ENGINES SHOW; TO REPEAL RESOLUTION NO. R19-155; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.
- 4.D. Finance Department reports.**
- 4.E. Payroll and bills on file.** CP=Capital Projects; E=Expenses; G=Grants; R=Refund; S=Service & Supplies; T=Training 03/20/20 Payroll \$634,736.63; 04/03/20 Payroll \$656,582.26; A & J Guns 755.84 S; A to Z Messaging 105.00 S; Ace Hardware 880.13 S; Ace Sanitation 117.00 S; Advance Auto Parts 46.57 S; All Star Auto Glass 29.95 S; AlphaMedia 1,675.00 S; Anderson Ford 117,384.00 CP; Aqua-Chem 150.00 T; Baright Library 10.79 S; Beard-Warren 504.48 S; Becton Dickinson 500,000.00 G; Behlen Towing 990.00 S; Big Red Printing 187.24 S; Black Hills Energy 7,303.34 S; Blazer 30.00 S; Brunkhorst Engine Machine 118.00 S; Ctr for Municipal Solutions 800.00 S; Ctr Point Large Print 89.28 S; Central Parts 358.91 S; Central Sand & Gravel 4,013.54 S; Central Valley Ag 1,579.89 S; Century Link 994.63 S; City of Col 120.05 S; Club Prophet 90.00 S; CNC Repair 2,360.04 S; Col Chamber 1,480.00 S; Col Custom Embroidery 46.00 S; Col Family Resource Ctr 9,129.00 S; Col Steel 623.97 S; Telegram 3,299.42 S; Col Tire 671.83 S; Community Internet 45.00 S; Core & Main 21,704.81 S; Cornhusker Marriott 660.00 T; Cornhusker Power 884.10 S; Criminal Addiction 300.00 T; Culligan 226.65 S; Danko Emergency Equip 100.61 S; Demco 47.24 S; DHHS 115.00 T; Downtown Business Assoc 155.00 S; Dubas Refrigeration 73.76 S; D Dunbar 8,034.64 E,S; Eakes 12.26 S; Economy Hometown Market 297.85 S; Educational Service Unit #7 199.76

S; Electric Pump 661.92 S; Electrical Eng & Equip 331.99 S; Electronic Eng 150.00 S; Eriksen Const 257,430.00 CP; Ernst Auto 1,000.00 S; Fastenal 192.70 S; FBG 4,688.00 S; Fifth Season 425.04 S; First National Bank 10,973.73 E; Frontier 3,501.28 S; Gale 74.97 S; Galls 592.61 S; Gehring Const 83,000.92 CP; Steffy Ford 1,774.29 S; Gilmore & Assoc 7,000.00 CP; Godfather's 137.00 S; Great Plains Bldg 27.41 S; Great Plains Comm 310.00 S; Jerold Gress 46.06 R; Kerry Grombacher 400.00 S; Hawkins 5,517.42 S; HDR 42,866.80 CP; Heartland Natural Gas 7,176.37 S; Hobby Lobby 3.59 S; Home 360 4,731.54 S; Mark Howerter MD 598.00 S; Humphrey Democrat 27.00 S; Hydro Tech 16.00 S; Ingram Library Services 2,173.63 S; Interstate Battery 119.95 S; Island Supply Welding 400.00 S; J & M Golf 224.52 S; Jackson Services 2,072.96 S; Janway 1,064.00 S; JEO Consulting 1,955.00 S; Keast Enterprises 120.82 S; Kelly Supply 151.34 S; J Kline 129.45 E; Lakeview Small Engine 74.85 S; Landscapes Unlimited 28,294.12 CP; Language Line 8.00 S; Lawson Products 270.97 S; Lifeguard MD 446.00 S; Lingo 51.64 S; Logan Contractors 442.16 S; Loup Power 90,677.63 S; Mail Prep 4,464.62 S; Mailbox 121.62 S; Matheson-Linweld 72.52 S; Mechanical Sales 8,618.80 S; Menards 3,301.05 S; Microfilm Imaging 822.00 S; Mid-American Research 5,596.50 S; MW Laboratories 1,319.75 S; MW Services 98.00 S; Mike's Towing 810.00 S; Shane Mueller 146.50 S; Municipal Pipe Tool 656.13 S; NASC 20.00 S; NE Furniture Mart 9,781.09 CP; NE Notary Assoc 200.00 S; NE State Fire Marshal 110.00 S; Don & Rose Nelson 22.12 R; Niemann's Port-A-Pot 40.00 S; NENEDD 1,745.00 G; NE NE Solid Waste Coalition 52,912.75 S; NW Electric 19.15 S; NWEA 1,180.00 T; Occupational Health 854.00 S; Officenet 331.68 S; Olson's Pest Techn 152.00 S; One Call Concepts 162.58 S; One Source 181.20 S; O'Reilly 88.91 S; Overhead Door 105.00 S; Pace Analytical 124.00 S; Page My Cell 600.00 S; Pete Lien 5,380.84 S; Petty Cash 164.97 E; Platte County 3,022.07 S; POSitive Concepts/ATPI 182.56 S; Presto-X 52.00 S; Pyramid Tarp 2,207.00 S; QC Supply 17.88 S; Reardon 9,692.68 CP,S; Recorded Books 697.84 S; Road Builders Machinery 184,376.02 CP,S; Sapp Bros 17,248.21 S; Schieffer Signs 131.50 S; Security Equip 43,039.30 CP,S; ServiceMaster 2,085.00 S; Shevlin Supply 169.35 S; Sipple Hansen Emerson Schumacher & Klutman 6,171.40 S; C Sliva 149.00 E; Solid Waste Assoc 418.00 S; NE Dept of Revenue 49,846.40 S; T Stockwell 91.30 E; Super Saver 159.97 S; Superior 481.33 S; Sysco 5,303.79 S; Telecommunications Systems 1,554.00 S; Filter Shop 1,307.13 S; Time Warner 16.74 S; Tire Outlet 571.00 S; TM Cleaning 200.00 S; Tractor Supply 249.99 S; Truck Center 10.43 S; Twin Rivers Vet 90.00 S; Tworek Welding 182.00 S; Typhoon Wash 97.50 S; U & I Sanitation 134.50 S; Utilities Section, League of NE Municipalities 190.00 T; Van Diest 5,710.39 S; T Vasicek 89.70 E; Verizon 3,303.68 S; Waste Connections 211.58 S; Water Env Federation 83.00 S; Wellness Partners 10.00 S; Wise Safety 2,098.04 S; B Zakrzewski 95.60 E; Zoll Medical 73.37 S. TOTAL \$2,984,475.18

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

**6. SPECIAL PRESENTATIONS:**

**6.A. Platte County Travel Economic Impact Study by Dean Runyan Associates.** Katy McNeil, Columbus/Platte County Convention and Visitors Bureau, presented statistics on Platte County travel impacts from 2014-2018 based on results of a study performed by Dean Runyan Associates.

**7. PUBLIC HEARINGS:** None

**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 – March 9, 2020**

**10.A.1. Request from Loup Rentals, LLC to vacate the 15 foot utility easements on Lots 3 and 6, Speicher Subdivision (5 Street east of 3 Avenue).** The Public Property, Safety, and Works Committee recommended to the mayor and city council that the request of Loup Rentals, LLC to vacate the 15 foot utility easements on Lots 3 and 6, Speicher Subdivision, be approved. The report was adopted with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted “Aye” and none voted “Nay”. Lohr was absent.

**10.A.2. Amend Wireless Telecommunications Facilities Siting ordinance to eliminate Small Cell in right of way.** The Public Property, Safety, and Works Committee recommended to the mayor and city council to proceed with amending the wireless telecommunications facilities siting ordinance to remove application of the ordinance to small wireless facilities in the right-of-way. The report was adopted with a motion by Roth and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted “Aye” and none voted “Nay”. Lohr was absent.

**10.A.3. Establish right-of-way permitting process.** The Public Property, Safety, and Works Committee recommended to the mayor and city council to proceed with creating a right-of-way permitting ordinance. The report was adopted with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted “Aye” and none voted “Nay”. Lohr was absent.

**10.A.4. Establish small cell ordinance.** The Public Property, Safety, and Works Committee recommended to the mayor and city council to proceed with creating a small wireless facilities siting ordinance. The report was adopted with a motion by Roth and a second by Schilling. Augustine-Schulte, Bahr,

Hiemer, Jablonski, Kresha, Roth, and Schilling voted “Aye” and none voted “Nay”. Lohr was absent.

- 10.A.5. Establish Event Permit Application process.** The Public Property, Safety, and Works Committee recommended to the mayor and city council to proceed with creating a standard permit application for events held in public streets and on public property. The report was adopted with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted “Aye” and none voted “Nay”. Lohr was absent.
- 10.A.6. Minutes of the January 13 and February 10, 2020 Traffic Control Device Committee.** The Public Property, Safety, and Works Committee recommended to the mayor and city council that the minutes of the January and February Traffic Control Device Committee meetings be approved. The report was adopted with a motion by Roth and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted “Aye” and none voted “Nay”. Lohr was absent.
- 10.B. PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE – March 10, 2020**
- 10.B.1. Financial and Compliance Audit for year-end September 30, 2019.** The Public Finance, Judiciary, and Personnel Committee recommended to the mayor and city council that the Financial and Compliance Audit for year-end September 30, 2019, be approved as presented. The report was adopted with a motion by Jablonski and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted “Aye” and none voted “Nay”. Lohr was absent. Bulkley commended the Finance Department for their due diligence.
- 10.B.2. KSO CPA's recommendation to create a capitalization policy and use the amount of \$5,000 as the lower limit to be capitalized.** The Public Finance, Judiciary, and Personnel Committee recommended to the mayor and city council that a capitalization policy be established to use \$5,000 as the lower limit for an item to be capitalized. The report was adopted with a motion by Kresha and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted “Aye” and none voted “Nay”. Lohr was absent.
- 10.B.3. Request for Proposals for banking services.** The Public Finance, Judiciary, and Personnel Committee recommended to the mayor and city council that staff be authorized to advertise request for proposals for banking services. The report was adopted with a motion by Jablonski and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted “Aye” and none voted “Nay”. Lohr was absent.

11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
  - 13.A. **Application of Granville Custom Homes, Inc. for preliminary plat of Frontier Park Addition (East 14 Avenue and Armory Drive). (Planning Commission recommends approval.)** The application of Granville Custom Homes, Inc. for the preliminary plat of Frontier Park Addition was approved with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Lohr was absent.
  - 13.B. **Application of City of Columbus for preliminary plat of Jackson Subdivision (10 Street and 30 Avenue). (Planning Commission recommends approval.)** The application of the City of Columbus for the preliminary plat of Jackson Subdivision was approved with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Lohr was absent.
  - 13.C. **Bid from M & L, Inc. in the amount of \$15 per ton for yard waste removal from the Transfer Station for a period of three years beginning April 1, 2020.** The bid for yard waste removal was awarded to M & L, Inc. with a motion by Roth and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Lohr was absent.
  - 13.D. **Quote from Brite Communications in the amount of \$13,000 to equip eight police vehicles with E-Citations.** The quote from Brite Communications to equip police vehicles with E-Citations was accepted with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Lohr was absent.
  - 13.E. **Comments from mayor and city council members.** There were no comments from the mayor or council members.
14. **RESOLUTIONS:**
  - 14.A. **Resolution No. R20-26 approving lease agreement with Jeremy Schreiber to rent farm ground known as city well field property for an annual amount of \$41,361 commencing March 1, 2020, and ending December 31, 2021.** Resolution No. R20-26 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A LEASE AGREEMENT WITH JEREMY SCHREIBER TO RENT FARM

GROUND KNOWN AS CITY WELL FIELD PROPERTY, CONSISTING OF 130.6 ACRES, MORE OR LESS, SITUATED IN PLATTE COUNTY, NEBRASKA, SOUTH AND ADJACENT TO LAKE BABCOCK LOCATED IN SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, FOR AN ANNUAL AMOUNT OF \$41,361, FOR A TERM COMMENCING MARCH 1, 2020, AND ENDING DECEMBER 31, 2021; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Schilling and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Lohr was absent.

- 14.B. Resolution No. R20-27 approving amended Settlement, Mutual Release, and Hold Harmless Agreement with Dustin D. Blecha, Richard F. Drake, and T-Bone Truck Stop, Inc. for damage to light pole on May 16, 2018, at the intersection of 8 Street and 33 Avenue.** Resolution No. R20-27 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE UPDATED/AMENDED "SETTLEMENT, MUTUAL RELEASE AND HOLD HARMLESS AGREEMENT" WITH DUSTIN D. BLECHA, RICHARD F. DRAKE, AND T-BONE TRUCK STOP, INC. REGARDING DAMAGE SUFFERED ON MAY 16, 2018, TO THE LIGHT POLE AT THE INTERSECTION OF 8TH STREET AND 33RD AVENUE; 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 was adopted with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Lohr was absent.

**15. ORDINANCES ON FIRST READING:**

- 15.A. Ordinance No. 20-02 vacating 15 foot utility easement located on Lot 3 and 6 of Speicher Subdivision (5 Street east of 3 Avenue).** The rules were suspended and Ordinance No. 20-02 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO PROVIDE FOR THE VACATION OF THAT FIFTEEN (15) FOOT UTILITY EASEMENT LOCATED ON LOTS 3 AND 6 OF SPEICHER SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Lohr

- was absent. Ordinance No. 20-02 was adopted with a motion by Hiemer and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Lohr 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 \$1,074.45. 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 Roth. Augustine-Schulte, Bahr, Hiemer, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Lohr was absent. Jablonski abstained from voting. The bill from ARL Credit Services was approved with a motion by Bahr and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Lohr was absent. Jablonski abstained from voting.
19. **UNFINISHED BUSINESS:** None
20. **ADJOURNMENT:** The meeting adjourned at 7:31 p.m.

Presented and approved this 6 day of April, 2020.

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MAYOR

ATTEST:

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CITY CLERK

## CIVIL SERVICE COMMISSION MINUTES

March 23, 2020

A meeting of the Columbus Civil Service Commission was convened in open and public session by Chair Keith Riley on Monday, March 23, 2020 at 4:00 p.m. in the First Floor Conference Room of City Hall.

Notice of this meeting was given in advance thereof by public posting in City Hall, Platte County Courthouse, and Columbus Public Library on March 19, 2020. Availability of the agenda was communicated in the advance notice and in the notice to the Columbus Civil Service Commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

### **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:**

Chair Keith Riley read the following statement: "In compliance with the Open Meetings Act, Nebraska Revised Statute 84-1407, a current copy of the Act is available at this meeting." Present were members Keith Riley, Chris Steinke, Bill Gumm, Doug Kluth, and Jack Gutierrez. The minutes from the February 18, 2020 meeting were approved with a motion by Gutierrez and a second by Kluth with all members voting "Aye".

The purpose of the meeting was to select a name from the list of candidates for Firefighter/EMT/Haz Mat Tech to be selected to move up on the list.

After some discussion, it was moved by Gumm and seconded by Kluth to certify to the Mayor and City Council, the applicant Ty Neill as qualified to move up on the list of three applicants. The motion was passed unanimously.

There being no further items of business for the agenda, the meeting was adjourned at approximately 4:07 p.m.

Respectfully submitted,

Tammy Orender  
Civil Service Commission Secretary

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

**M E M O R A N D U M**

**DATE:** March 9, 2020  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the following name to you for appointment at the April, 6, 2020, City Council meeting as per City Council rules.

**SENIOR CENTER ADVISORY BOARD:**  
**(to fill unexpired term of Lee Iwanski until October 2021)**

**Paul Sanderson 32 Lottie Lane, Columbus, NE 68601**

Paul Sanderson is a Columbus resident, where he taught school and coached for 27 years before retiring in 2008. Since retirement, he has worked for a local CPA as a registered tax preparer. Paul and his wife, Barb, are currently volunteering with AARP preparing taxes at the Columbus Community Center. Paul comes highly recommended by the Community Center Manager, Cindy Branting, for his communication skills and his compassion and integrity shown for the seniors.

  
James B. Bulkley, Mayor

**RESOLUTION NO. R20- 28**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT FOR CONSTRUCTION MANAGEMENT SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT NO. 19-DTR-101; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS HEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus, Nebraska, has obtained its citizens' comments on community development and housing needs, and has conducted public hearing(s) and received favorable public comment regarding the awarded Community Development Block Grant No. 19-DTR-101 for Downtown Revitalization in the amount of \$206,490 of which \$175,841 will be used for commercial rehabilitation, \$20,649 will be used for general administration, and \$10,000 will be used for construction management of the grant; The total project cost is estimated to be \$250,451 with the City of Columbus participating businesses contributing \$43,961. There will be no persons displaced as a result of CDBG activities.

WHEREAS, the \$10,000 construction management consultant agreement is a Community Development Block Grant requirement and is an agreement between the City of Columbus and the Northeast Nebraska Economic Development District for the former to provide assistance with Davis-Bacon and Related Acts compliance. This is a continuation of a service agreement first approved by the City of Columbus, Nebraska, City Council on December 16, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Consultant Agreement with Northeast Nebraska Economic Development District for construction management services for Community Development Block Grant No. 19-DTR-101, 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.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

The City of **Columbus**

**MEMORANDUM**

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**DATE:** March 31, 2020  
**FROM:** Tara Vasicek  
**TO:** Mayor and City Council  
**RE:** 19-DTR-101 Construction Management Contract

**RECOMMENDATION:**

I recommend that the City Council approve the construction management contract with the Northeast Nebraska Economic Development District for 19-DTR-101 and passes the corresponding resolution.

**DISCUSSION:**

CDBG requirements call for grants to be administrated by a certified administrator. NENEDD has an inter-local agreement with the City of Columbus which allows for construction management services. The City received \$ \$206,490 for Community Development Block Grant 19-DTR-101 for Downtown Revitalization of which \$175,841 will be used for commercial rehabilitation, \$20,649 will be used for general administration, and \$10,000 will be used for construction management of the grant. The total project cost is estimated to be \$250,451 with the City of Columbus participating businesses contributing \$43,961.

**FISCAL IMPACT:**

No Fiscal Impact

**CONCURRENCE:**

**SIGNATURE:**

By: 

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# **NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT CONSULTANT AGREEMENT FOR CONSTRUCTION MANAGEMENT**

**THIS AGREEMENT** made and entered into by and between the City of Columbus of Nebraska, hereinafter referred to as the “Community” and the Northeast Nebraska Economic Development District, hereinafter referred to as the Consultant.

**WITNESSES THAT:**

**WHEREAS**, the Community and the Consultant are desirous of entering into a contract to formalize their relationship, and

**WHEREAS**, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

**WHEREAS**, the Community as part of its 2019 CDBG grant agreement with the Department, under contract number 19-DTR-101, has been awarded CDBG funds for the purposes set forth herein, and **WHEREAS**, the Village/City/County, for the purposes set forth herein, and

**WHEREAS**, the Scope of Work included in this contract is authorized as part of the Community’s approved CDBG program, and

**WHEREAS**, it would be beneficial to the Community to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived there from, the parties hereto agree as follows:

**1. Services to be Provided by the Parties**

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the Community the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The Community will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

**2. Time of Performance**

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

**3. Consideration**

The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the Community exceed the sum of \$10,000. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the rate of \$60/hour. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

Should the project scope be expanded, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Community with compensation as a negotiated lump sum fee determined at the time of authorization.

It is also understood that this contract is funded in whole or in part with CDBG funds through the State of Nebraska CDBG Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

**4. Record Maintenance, Record Retention & Access to Records**

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR {200.300-345 and any such procedures that the Community or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Community for a period of ten years after the final audit of the Community's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Village/City/County shall request a longer period for retention.

The Community, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

**5. Relationship**

The relationship of the Consultant to the Community shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

**6. Suspension, Termination and Close Out**

If the Consultant fails to comply with the terms and conditions of this contract the Community may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;
  - 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
  - 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
  - 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.

b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
- 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
- 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

then, the Community may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:

- 1) By the Community, with the consent of the Consultant, or by the Consultant with the consent of the Community, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
- 2) If the funds allocated by the Community via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- 3) In the event the Community fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Community agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the Community shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- 4) The Community may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the Community as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

## 7. **Changes, Amendments, Modifications**

The Community may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Community and the Consultant shall be incorporated in written amendments to this contract.

## 8. **Personnel**

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Community.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

**9. Assignability**

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the Community thereto; provided, however, that claims for money by the Consultant from the Community under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

**10. Reports and Information**

The Consultant, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

**11. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Community.

**12. Copyright**

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

**13. Compliance with Local Laws**

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

**14. Title VI of the Civil Rights Act of 1964**

The law provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**15. Section 109 of the Housing and Community Development Act of 1974**

The law provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities**

- a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's CDBG Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)**

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

**18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)**

The law provides that no otherwise qualified individual will, solely by reason of his other handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

**19. Executive Order 11246, As Amended**

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

**20. Conflict of Interest (2CFR200.318)**

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

**21. Audits and Inspections**

The Community, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the Community, DED, the State Auditor and HUD.

**22. Hold Harmless**

The Consultant agrees to indemnify and hold harmless the Community, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Community, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

**23. Governing Law**

This agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of or relating to this agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the Community and the Consultant. The attachment(s) to this agreement are identified as follows:

ATTACHMENT #1

SCOPE OF WORK AND FEES for the City of Columbus, Nebraska consisting of 1 page.

**WITNESS WHEREOF**, the Community and the Consultant have executed this contract agreement as of the date and year last written below.

**COMMUNITY**

BY \_\_\_\_\_

TITLE Mayor

DATE \_\_\_\_\_

**CONSULTANT**

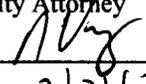
BY \_\_\_\_\_

TITLE Executive Director

DATE \_\_\_\_\_

**APPROVED as to legal form:**

Community Attorney

BY 

DATE 3/31/2020

## **ATTACHMENT 1**

### **CONSTRUCTION MANAGEMENT SCOPE OF WORK**

The duties and responsibilities of the Consultant under this scope of work include following:

1. Provide construction management services for CDBG Davis Bacon and Related Acts (DBRA) compliance
2. Activities include, but not limited to the following:
  - Securing applicable general wage determination;
  - Ensuring all applicable wage rates and labor standard provisions are included in the bid specifications and contract documents;
  - Monitoring contractor compliance, including but not limited to:
    - Verification that all project contractors and/or subcontractors are registered and active in the System for Award Management (SAM) prior to award;
    - Site visits to ensure all required federal and state informational posters are properly displayed throughout the project;
    - Payroll verifications, or the receipt and review of signed weekly payrolls submitted by all project contractors and/or subcontractors.; and
    - Completion of employee interviews under all identified wage classifications.

**RESOLUTION NO. R20- 29**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH COLUMBUS SOFTBALL ASSOCIATION FOR USE OF GERRARD PARK SOFTBALL FIELDS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Columbus Softball Association for use of Gerrard Park softball fields, a copy of which is attached hereto and incorporated herein by this reference, has been reviewed by the Park Board, is hereby approved and the mayor is authorized, directed, and empowered to execute the same 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## **AGREEMENT**

Comes now the City of Columbus, Nebraska, a Municipal corporation, hereinafter referred to as "City" and the Columbus Softball Association, of Columbus, Nebraska, hereinafter referred to as "CSA" and hereby jointly and mutually agree as follows:

WHEREAS, Columbus Softball Association has proposed to provide recreational softball at Gerrard Park and has requested the city allow the use of these facilities for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that the City will provide the following services and perform the following acts in consideration for CSA providing the acts and performance of various duties as set forth in Section No. 2 below.

1. The City hereby agrees as follows:
  - A) To provide the Gerrard Park softball facilities non-exclusively to CSA commencing after the City Council approval at the first council meeting in March of each year and terminating at the February Park Board meeting each year.
  - B) To mow the fields once weekly, weather permitting when and if needed.
  - C) To keep in good repair fences, buildings, plumbing, bleachers, and irrigation equipment for the irrigation of the softball fields, except for infield sprinklers.
  - D) To maintain the parking lot.
  - E) To haul garbage twice a week during the course of the softball season, if needed.
  - F) To grade the softball fields once during the softball season.
  - G) To maintain the field lights as needed.
  - H) To paint the foul lines as needed, when possible.
  - I) To pay 65% of the electric bills and all water and sewer bills.
  - J) To supply toilet paper and cleaning supplies to clean restrooms Monday through Friday.
  - K) To solicit input from CSA for projects funded by the City during the planning and construction phases of any major ball fields, concession stand and building renovation projects or additions.
  - L) Provide support for those projects being done by CSA. All projects must be approved and scheduled with the City prior to construction start.

- M) To provide forms for all coaches, umpires, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.
  - N) Pay for all background checks for city teams and organizations.
  - O) Provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to CSA's purpose.
  - P) All other background checks will be kept confidential.
2. CSA, in consideration of the City performing the acts and providing the facilities as set forth in Section No. 1 above, hereby agrees to perform the following:
- A) Pay to the City for the rental of the concession stand facilities in accordance with the current fee structure.
  - B) Pay the City for weekend garbage pickup when requested by the CSA in accordance with the current fee structure.
  - C) To drag, chalk, and otherwise mark the softball fields.
  - D) To supply all supplies for maintaining the softball field.
  - E) To properly clean the restrooms and toilet facilities at the softball facility during the softball season, if games are scheduled on weekends and holidays if used.
  - F) To prepare the fields after rain-outs and it is the CSA's responsibility to determine if the fields are playable.
  - G) To maintain the scoreboards, infield sprinklers & Agra-lime. CSA initiates repair and covers expenses.
  - H) To supply light bulbs for the restrooms, concession stands and tournament headquarters at the Gerrard Park softball facility.
  - I) CSA to pay 35% of the actual electricity used per season.
  - J) To ensure no parking in the concession, bleacher, or shelter areas except for the purpose of loading and unloading supplies.
  - K) To work with Columbus High School & Central Community College who shares the softball facility from August 15<sup>th</sup> of each year.
  - L) **To police area each game day for trash. "Area" includes around fields, under bleachers, concession stand, parking lot, and to deposit in trash containers.**
  - M) That any improvements or changes to said facility have prior approval either by the Public Property Director/Park Superintendent or Park Board.

- N) Provide to the Park Board a complete financial report to include fees, concessions, tournaments, special events, special fundraisers, improvements completed, improvements planned, expenses to include cost for field preparation (i.e. labor, marble dust, vehicle & etc.) number of participants, games played and club teams if any that also utilize said facility and any other financial considerations deemed necessary utilizing the attached form provided by the city. A written financial report shall be provided to the Board by appearance of the organization chairperson by the month designated by the Park Board for said organization.
- O) Provide to the Park Board a listing of projects proposed necessitating city funding in the next FY along with the financial report.
- P) Provide a list of present board members and one contact person along with phone number for the Park Department to communicate with throughout the year.
- Q) To provide the City of Columbus a Certificate of Liability Insurance by March 1<sup>st</sup> of each year. The amounts requested are \$1,000,000 per occurrence, \$2,000,000 general aggregate, and minimum coverage for any vehicle used to maintain the fields. Amounts of coverage are minimum amounts and can be greater. THE CITY OF COLUMBUS MUST BE LISTED AS AN ADDITIONAL INSURED ON SAID POLICY AND CERTIFICATE provided to the city. By the execution of this contract CSA agrees to indemnify and hold the city harmless on any liability which the city might incur as a result of CSA's or its members use of the facilities.
- R) If the provisions of N, O, P & Q that are listed above are not met, said organization does not have the City of Columbus permission to use said facility.
- S) The CSA agrees all profits, after expenses, derived from the usage of Gerrard Park, be utilized on improvements to Gerrard Park.
- T) The CSA shall inspect the facilities and report to the city any conditions which appear to create a danger to either participants or spectators.
- U) Have all coaches, umpires, league officials, board members, maintenance staff complete background check forms and return to the City of Columbus (Human Resources Dept.)
- V) Inform all out of town teams using city facilities, that all Columbus coaches, umpires, league officials, board members, maintenance staff have had a background check required by the City of Columbus. We would request a similar courtesy from our out of town guests.

DATED THIS 31<sup>st</sup> DAY OF March, 2020.

  
\_\_\_\_\_  
PRESIDENT OF CSA

\_\_\_\_\_  
MAYOR  
CITY OF COLUMBUS

  
\_\_\_\_\_  
PRINTED NAME

  
\_\_\_\_\_  
EMAIL ADDRESS

**RESOLUTION NO. R20-30**

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.	Fire Station	\$510,462.20
B-D Construction, Inc.	Police Station	\$388,649.64
B-D Construction, Inc.	Police Station	\$ 13,572.05
Eriksen Construction Co., Inc.	WWTF Phase 4	\$267,136.00
Gehring Construction & Ready Mix, Inc.	Downtown Traffic Signal Reno	\$ 92,211.30
Gehring Construction & Ready Mix, Inc.	Concrete Paving Improvements	\$132,314.76

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.	Fire Station	\$510,462.20
B-D Construction, Inc.	Police Station	\$388,649.64
B-D Construction, Inc.	Police Station	\$ 13,572.05
Eriksen Construction Co., Inc.	WWTF Phase 4	\$267,136.00
Gehring Construction & Ready Mix, Inc.	Downtown Traffic Signal Reno	\$ 92,211.30
Gehring Construction & Ready Mix, Inc.	Concrete Paving Improvements	\$132,314.76

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM:

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

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

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

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

**PROJECT:** COLUMBUS FIRE STATION  
COLUMBUS, NE 68601

**APPLICATION NO:** 19  
**PERIOD TO:** 2/29/2020

**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.

<b>1. ORIGINAL CONTRACT SUM</b> .....	\$	<u>7,634,360.00</u>
<b>2. Net Change by Change Orders</b> .....	\$	<u>0.00</u>
<b>3. CONTRACT SUM TO DATE</b> (Line 1 + 2) .....	\$	<u>7,634,360.00</u>
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> .....	\$	<u>6,815,927.81</u>
<b>5. RETAINAGE:</b>		
a. <u>5.88</u> % of Completed Work	\$	<u>392,889.65</u>
b. <u>1.43</u> % of Stored Material	\$	<u>1,874.70</u>
Total retainage (Line 5a + 5b) .....	\$	<u>394,764.35</u>
<b>6. TOTAL EARNED LESS RETAINAGE</b> .....	\$	<u>6,421,163.46</u>
(Line 4 less Line 5 Total)		
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate) .....	\$	<u>5,910,701.26</u>
<b>8. CURRENT PAYMENT DUE</b> .....	\$	<u>510,462.20</u>
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 less Line 6)	\$	<u>1,213,196.54</u>

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 Date: 2.27.20  
Bryan L. Kearney / Treasurer

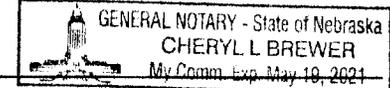
State of: NE

County of: Platte

Subscribed and Sworn to before me this 27th Day of Febr. 20 20

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** ..... \$ 510,462.20

(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: WSK Architects, Inc.

By: [Signature] Date: March 15, 2020

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.

CIP 20-88  
211-211-57550 - 20088

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

**Contractor's Application for Payment No.**

**21 - Revised**

Application Period:	1-01-20-thru 3-31-20	Application Date:	3/24/2020
To (General):	City of Columbus	From (Contractor):	B-D Construction, Inc.
Project:			Page 1 of 4
Project Number:		Contract:	New Columbus Police Station
		Contractor's Project No.:	18-014
		Subcontract Number:	

**Application For Payment  
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
<b>TOTALS</b>				
<b>NET CHANGE BY CHANGE ORDERS</b>				

1. ORIGINAL CONTRACT PRICE.....	\$	<u>57,782,583.00</u>
2. Net change by Change Orders.....	\$	<u>                    </u>
3. Current Contract Price (Line 1 ± 2).....	\$	<u>57,782,583.00</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column G Total on Continuation Sheet).....	\$	<u>57,555,906.00</u>
5. RETAINAGE:		
a. X Work Completed.....	\$	<u>                    </u>
b. X Stored Material.....	\$	<u>                    </u>
c. Total Retainage (Line 5.a + Line 5.b).....	\$	<u>                    </u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	<u>57,555,906.00</u>
7. LESS PREVIOUS BILLINGS (Line 6 from prior Application).....	\$	<u>57,165,256.36</u>
8. AMOUNT DUE THIS APPLICATION.....	\$	<u>388,649.64</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Column H Total on Continuation Sheet + Line 5.c above).....	\$	<u>528,677.00</u>

**Contractor's Certification**

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

(1) All previous progress payments received from City of Columbus on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

---

**Contractor Signature**

By:	Chris Langan, Vice President	Date:	3/24/2020
-----	------------------------------	-------	-----------

Payment of: \$ 388,649.64  
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Matthew [Signature]* 03/24/2020  
(Date)

*Robert [Signature]* 3/25/20

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

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

CIP 20-87  
211-211-57550 - 20087



2154 E. 32<sup>nd</sup> Avenue | Columbus, NE 68601  
 Phone: 402.564.1225 | Fax: 402.564.9999

**COPY**

**Application for Payment**

<b>To (Owner):</b>  City of Columbus 2424 - 14 <sup>th</sup> Street; P.O. Box 1677 Columbus, NE 68602-1677	<b>From (Contractor):</b>  B-D Construction, Inc. 2154 E. 32 <sup>nd</sup> Avenue Columbus, NE 68601	<b>Application Number:</b> 4  <b>Date:</b> 11-20-2019 <b>Period To:</b> 11-30-2019  <b>Contractor's Project Number:</b> 18-014  <b>Project Name:</b> New Columbus Police Station
------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Change Order Summary**

Change Orders Approved by Owner		Additions	Deductions
Number	Date Approved		
<b>TOTALS</b>			
<b>NET CHANGE BY CHANGE ORDERS</b>			

<b>1. ORIGINAL CONTRACT SUM.....</b>	\$ 74,880.00
<b>2. Net change by Change Orders.....</b>	\$ - 0-
<b>3. CONTRACT SUM TO DATE (Line 1 ± 2).....</b>	\$ 74,880.00
<b>4. TOTAL COMPLETED AND STORED TO DATE.....</b> (Column G on Progress Estimate)	\$ 74,880.00
<b>5. RETAINAGE:</b>	\$
10% of Completed Work and Stored Material.....	
<b>6. AMOUNT ELIGIBLE TO DATE.....</b> (Line 4 - Line 5)	\$ 74,880.00
<b>7. LESS PREVIOUS BILLINGS.....</b> (Line 6 from prior Certificate)	\$ 61,307.95
<b>8. AMOUNT DUE THIS APPLICATION</b>	\$ 13,572.05
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> (Col H on Page 2 of 3 + Retainage)	\$ 0

CONTRACTOR: B-D CONSTRUCTION, INC.  
 SIGNATURE:   
 Chris Langan, Vice President

DATE: November 20, 2019

*Handwritten signature and date: 3/25/12*

CIP 20-87  
 211-211-57550-20087



## 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.: 18	Application Period: 03/01/20 to 03/31/20

### Application for Payment

#### Change Order Summary

Change Orders Approved by Owner:			
Number	Date Approved	Additions	Deductions
TOTALS		\$ -	\$ -
NET CHANGE TO CONTRACT BY CHANGE ORDERS		\$ -	

#### Change Orders Approved for Allowance Modifications

1	12/13/18	\$ 16,011.00	
2	12/05/19	\$ 43,653.00	
3			
4			
5			
TOTALS		\$ 59,664.00	\$ -
NET CHANGE TO ALLOWANCE BY CHANGE ORDERS		\$ 59,664.00	
ALLOWANCE REMAINING :		\$ 40,336.00	

1. ORIGINAL CONTRACT PRICE	8,850,686.00
2. Net change by Change Orders	-
3. CONTRACT SUM TO DATE (Line 1 ± 2)	8,850,686.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	8,345,811.80
5. RETAINAGE: (Retainage Held through Pay App 13)	676,573.85
6. AMOUNT ELIGIBLE TO DATE (Line 4 – Line 5)	7,669,237.95
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Certificate)	7,402,101.95
8. AMOUNT DUE THIS APPLICATION	267,136.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Page 2 of 3 + Line 5 above (Retainage))	1,181,448.05

#### 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: 3/20/20

Casey Ackermann

Payment of:  
\$ 267,136.00 is recommended

HDR  
By: *Amit Shrivastava* Date: 03/26/20

Payment of:  
\$ 267,136.00 is recommended

City of Columbus  
By: *John J. [Signature]* Date: 3/27/20



**Contractor's Application and Certificate of Payment**

**COPY**



Contractor's Application for Payment No: 1		
Application Period: Start to 3/24/20		
To (Owner): City of Columbus	From (Contractor): Gehring Construction & Ready Mix Co., Inc.	Via (Engineer): Rick Bogus
Project Name: Concrete Paving Improvements 2020	Contractor's Project No.:	Engineer's Project No.: CIP 20-71
Owner's Contract No.:		

**Application For Payment**

**Change Order Summary**

Change Orders Approved by Owner:		
Number	Additions	Deductions
<b>TOTALS</b>	\$ -	\$ -
<b>NET CHANGE</b>		

1. ORIGINAL CONTRACT PRICE.....	\$ 1,306,533.20
2. Net change by Change Orders.....	
3. Current Contract Price (Line 1 ± 2).....	\$ 1,306,533.20
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 147,016.40
5. RETAINAGE: (10% of Completed Work and Stored Material)	\$ 14,701.64
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 132,314.76
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ -
8. AMOUNT DUE THIS APPLICATION.....	\$ 132,314.76
9. BALANCE TO FINISH, PLUS RETAINAGE (Column I on Progress Estimate + Line 5 above).....	\$ 1,174,218.44

**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: Gehring Construction & Ready Mix Co., Inc.

By: Stephen Anderson Date: 3-24-20

Printed/Typed Name: Stephen Anderson

Payment of: \$ 132,314.76  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_  
(Engineer) (Date)

Payment of: \$ 132,314.76  
(Line 8 or other - attach explanation of the other amount)

is approved by: Rick Bogus 3/24/20  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

CIP 20-73  
200-200-57300-20073

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
47014	CONTINENTAL BENEFITS	12/30/2019	04/07/2020	6,232.23	6,232.23	Open	N
47052	HDR ENGINEERING INC	03/12/2020	04/07/2020	6,000.00	6,000.00	Open	N
47029	PETE LIEN & SONS INC.	03/11/2020	04/07/2020	5,641.39	5,641.39	Open	N
47322	PETE LIEN & SONS INC.	03/21/2020	04/07/2020	5,772.63	5,772.63	Open	N
47512	SAPP BROS PETROLEUM INC	03/06/2020	04/07/2020	5,248.00	5,248.00	Open	N
47515	SAPP BROS PETROLEUM INC	03/04/2020	04/07/2020	5,152.00	5,152.00	Open	N
47393	SECURITY EQUIPMENT INC	03/19/2020	04/07/2020	7,599.00	7,599.00	Open	N
47329	TRAVELERS CL REMITTANCE CENTER	03/12/2020	04/07/2020	0.00	0.00	Void	N
# of Invoices:	8	# Due:	7	Totals:	41,645.25	41,645.25	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					41,645.25	41,645.25	

--- TOTALS BY FUND ---

100 - GENERAL FUND	11,384.23	11,384.23
200 - STREETS/ENGINEERING	11,248.00	11,248.00
211 - 1/2 CENT SALES TAX	7,599.00	7,599.00
500 - UTILITY SERVICE	11,414.02	11,414.02

--- TOTALS BY DEPT/ACTIVITY ---

110 - POLICE	5,152.00	5,152.00
121 - RESCUE	6,232.23	6,232.23
200 - STREETS	11,248.00	11,248.00
211 - 1/2 CENT SALES TAX	7,599.00	7,599.00
501 - WASTEWATER TREATMENT FAC	11,414.02	11,414.02

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10374 04/07/2020	ABC SALES INVOICE	11625	BALL JOINTS	1,100.00	
			Total:	1,100.00	
			Net of 1 Invoices / 0 Checks	1,100.00	
00116	ACE HARDWARE & GARDEN CNT				
04/07/2020	INVOICE	167637/5	CLEANING SUPPLIES	14.78	
04/07/2020	INVOICE	167645/5	PROPANE	118.10	
04/07/2020	INVOICE	167651/5	SUPPLIES	13.37	
04/07/2020	INVOICE	167667/5	WIRE ROPE CLIPS	26.86	
04/07/2020	INVOICE	167688/5	FOLLER FRAME AND COVERS	17.58	
04/07/2020	INVOICE	167691/5	PAINT ROLLER AND DROP CLOTH	13.97	
04/07/2020	INVOICE	167697/5	COTTON CORD	33.99	
04/07/2020	INVOICE	167699/5	EMERY CLOTH, CUTOFF WHEEL	26.35	
04/07/2020	INVOICE	167316/5	BLK OXIDE DRILL BITS	5.38	
04/07/2020	INVOICE	167322/5	ENGINEERS HAMMER	17.99	
04/07/2020	INVOICE	167328/5	CLEANING SUPPLIES	28.98	
04/07/2020	INVOICE	1637329/5	BOWL CLEANER	66.96	
04/07/2020	INVOICE	167361/5	DRILL BIT, FUEL HOSE/LINE KITS	28.67	
04/07/2020	INVOICE	167380/5	TAPE AND HOOKS	19.98	
04/07/2020	INVOICE	167385/5	NUTS, BOLTS, SCREWS, TIES	7.98	
04/07/2020	INVOICE	167430/5	RING MAX BOWL 8OZ	3.59	
04/07/2020	INVOICE	167444/5	HOSE FLEXOGEN 5/8X100	32.79	
04/07/2020	INVOICE	167389/5	SUPPLIES	18.48	
04/07/2020	INVOICE	167435/5	SUPPLIES	6.59	
04/07/2020	INVOICE	167471/5	KEYS FOR CITY HALL	34.35	
04/07/2020	INVOICE	167473/5	NUTS, BOLTS, SCREWS	143.88	
04/07/2020	INVOICE	167519/5	PINE SOL CLEANER	12.83	
04/07/2020	INVOICE	167523/5	KEY MASTERS	11.45	
04/07/2020	INVOICE	167539/5	ROLER HANDLE, PAINT TRAY	10.98	
04/07/2020	INVOICE	167554/5	FLAG, HOSE	181.70	
04/07/2020	INVOICE	167552/5	TOWELS, BATTERIES	44.65	
04/07/2020	INVOICE	167548/5	2.6OZ STIHL HIGH-PERFORMANCE	7.99	
04/07/2020	INVOICE	167546/5	ENGINE OIL	9.99	
04/07/2020	INVOICE	167606/5	CLEANER	19.96	
04/07/2020	INVOICE	167607/5	SPRAY BOTTLE, NYLON CORD	11.99	
04/07/2020	INVOICE	167610/5	WETDRY VAC, SUPPLIES	69.98	
04/07/2020	INVOICE	167617/5	BULB/WRENCH	18.98	
04/07/2020	INVOICE	167777/5	TOILET BOWL CLEANER	167.40	
04/07/2020	INVOICE	167782/5	RAZOR BLADES, SCRAPERS	16.15	
04/07/2020	INVOICE	167792/5	SPLICE KITS	19.98	
04/07/2020	INVOICE	167793/5	FURNACE FILTERS	23.94	
04/07/2020	INVOICE	167803/5	PAINT SUPPLIES FOR BACK DOOR	70.01	
04/07/2020	INVOICE	167841/5	LEVEL, SCALE	27.98	
			Total:	1,406.58	
			Net of 38 Invoices / 0 Checks	1,406.58	
10370	ADDEPT MEDIA LLC				
04/07/2020	INVOICE	55282	ADVERTISING-HUMPHREY DEMOCRAT-FFA WK	100.00	
04/07/2020	INVOICE	55282	ADV-HUMPHREY DEMOCRAT-AG WEEK	55.00	
			Total:	155.00	
			Net of 2 Invoices / 0 Checks	155.00	

00180 ADVANCE AUTO PARTS

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/07/2020	INVOICE	5606007761280	AIR FILTER	9.88	
04/07/2020	INVOICE	5606007184291	FILTERS. LUBE	18.07	
04/07/2020	INVOICE	5606007384376	BATTERY UNIT #6	89.05	
04/07/2020	INVOICE	5606008347986	PARTS	78.18	
04/07/2020	INVOICE	5606008461416	SUPPLIES	6.89	
Total:				202.07	
Net of 5 Invoices / 0 Checks				202.07	
00102	AG SPRAY EQUIPMENT				
04/07/2020	INVOICE	206200	TEEJET SUPPLIES	60.44	
04/07/2020	INVOICE	201432	SUPPLIES	267.00	
Total:				327.44	
Net of 2 Invoices / 0 Checks				327.44	
02313	ALLEY POYNER MACCHIETTO				
04/07/2020	INVOICE	18138-10	COLUMBUS LIBRARY STUDY	3,441.96	
Total:				3,441.96	
Net of 1 Invoices / 0 Checks				3,441.96	
00501	AMAZON				
04/07/2020	INVOICE	596634338494	SOAP, BATTERIES	34.34	
04/07/2020	INVOICE	447444733446	TOILET TISSUE	49.52	
04/07/2020	INVOICE	859863647685	LITHIUM BATTERY	72.97	
04/07/2020	INVOICE	667598676774	33-GALLON CAN LINERS	17.99	
04/07/2020	INVOICE	764496545677	PAPER TOWERS	26.96	
04/07/2020	INVOICE	459966443738	DVD-R, INK CARTRIDGES	84.19	
04/07/2020	INVOICE	458464953779	REFUND CREDIT	(23.31)	
04/07/2020	INVOICE	439953493865	REFUND CREDIT	(85.45)	
04/07/2020	INVOICE	765356545559	REFUND CREDIT	(191.12)	
04/07/2020	INVOICE	588464887357	TABLETOP SIGN FRAME	39.83	
04/07/2020	INVOICE	445463666868	P551099 FUEL FILTER	38.00	
04/07/2020	INVOICE	875483697863	CICSO NETWORK DEVICE MOUNTING	23.31	
04/07/2020	INVOICE	4697989956369	KABELDIREKT 4K HDMI CABLES	281.53	
04/07/2020	INVOICE	935573973938	CABLE MATTERS/SUPPLIES	861.35	
04/07/2020	INVOICE	483578339546	RECEIVER UNIT (RX)	1,769.90	
04/07/2020	INVOICE	864588587536	CABLE MATTERS/SUPPLIES	179.70	
04/07/2020	INVOICE	753954489765	5-PACK SNAGLESS	153.81	
04/07/2020	INVOICE	578688547457	HD BASE T HDMI EXTENDER	1,988.70	
04/07/2020	INVOICE	455874347875	HUSKY LINERS 12501 BLACK ULTRA	78.03	
04/07/2020	INVOICE	939986586833	SURGE PROTECTORS, 5-PACK SNAGLESS	163.72	
04/07/2020	INVOICE	5945558577575	16" HAND RIVET NUT TOOL	54.99	
04/07/2020	INVOICE	743636794985	MIMI DISPLAY PORT, HOOKS	38.02	
04/07/2020	INVOICE	937693776367	BROTHER TN-420 DCP-7060D INTEL	37.99	
04/07/2020	INVOICE	999749554469	LEXMARK T650A11A RETURN PROGRAM	116.80	
04/07/2020	INVOICE	456893833535	RIVET NUT GUN TIP	26.64	
04/07/2020	INVOICE	863644549769	LOGITECH WIRELESS KEYBOARDS	129.98	
04/07/2020	INVOICE	735685576646	THE PEANUT BUTTER FALCON	5.99	
04/07/2020	INVOICE	485555487565	MISC SUPPLIES	573.24	
04/07/2020	INVOICE	566936775756	USB FLASH DRIVES	115.15	
04/07/2020	INVOICE	446846848536	WORD OF MOUSE	9.98	
04/07/2020	INVOICE	649366339999	APPLIE IPOD, FITBIT, ECHO SHOW	359.89	
04/07/2020	INVOICE	648896535337	XBOX ONE GAME, SONIC FORCES	40.87	
04/07/2020	INVOICE	457656697863	XBOX GAME	19.93	
04/07/2020	INVOICE	435989794497	XBOX ONE, CONTROLLER, CHARGER	347.88	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/07/2020	INVOICE	456449743693	UPGRADED ANKER SOUND CORE	39.99	
04/07/2020	INVOICE	477865779698	SAMSUNG 4K SMART TV AND MOUNT	387.98	
04/07/2020	INVOICE	475873856448	GREY RUBBER REPLACEMENT PLATTE	19.99	
04/07/2020	INVOICE	994857659379	2LB CLEAR STEPHENSON MELT	15.89	
04/07/2020	INVOICE	465548958698	PROGRAM SUPPLIES	176.22	
04/07/2020	INVOICE	785393539755	MATERIALS	187.60	
04/07/2020	INVOICE	758744475689	TULIP 29036 ONE STEP DYE REFILL	4.90	
04/07/2020	INVOICE	438735693596	STEEL SHELVING UNIT	139.99	
04/07/2020	INVOICE	947637548496	CGC HUGE POSTER GLOSSY FINISH	9.45	
04/07/2020	INVOICE	974575498948	KENSINGTON SECURE BACK ENCLOSURE	58.99	
04/07/2020	INVOICE	675944775538	ROUND MINI RHINESTONE CROWN PE	8.99	
04/07/2020	INVOICE	838457648589	HEAVYWEIGHT 28LB WHITE/LABELS	61.83	
04/07/2020	INVOICE	579847335834	MATERIALS	266.23	
04/07/2020	INVOICE	566537567755	LEGO STAR WARS CHARACTER ENCYC	18.88	
04/07/2020	INVOICE	475635375334	FILTERS	368.44	
04/07/2020	INVOICE	448383833593	AMAZON,COM REFUND CREDIT	(49.16)	
04/07/2020	INVOICE	547433497377	SRP SUPPLIES	229.04	
Total:				9,386.57	
Net of 51 Invoices / 0 Checks				9,386.57	
00360	ASCAP				
04/07/2020	INVOICE	500580806	MUSIC LICENSE FEES DUE	364.76	
Total:				364.76	
Net of 1 Invoices / 0 Checks				364.76	
03119	B-D CONSTRUCTION INC				
04/07/2020	INVOICE	19	COLUMBUS FIRE STATION	510,462.20	
04/07/2020	INVOICE	4	NEW POLICE STATION	13,572.05	
04/07/2020	INVOICE	21-REVISED	NEW POLICE STATION	388,649.64	
Total:				912,683.89	
Net of 3 Invoices / 0 Checks				912,683.89	
10322	BERCHTOLD, SHELLY				
04/07/2020	INVOICE	010820CEMETERY	10 LOTS @ \$100/MRS. GENE KRAUSE	1,000.00	
Total:				1,000.00	
Net of 1 Invoices / 0 Checks				1,000.00	
02421	BIBLIOTHECA LLC				
04/07/2020	INVOICE	INV-US30380	CLOUD LIBRARY EAUDIOBOOK LICENSES	76.26	
04/07/2020	INVOICE	INV-US30381	BLOUD LIBRARY EBOOK LICENSES	36.21	
Total:				112.47	
Net of 2 Invoices / 0 Checks				112.47	
03256	BLACK HILLS ENERGY				
04/07/2020	INVOICE	1295 7160 83 FINAL	NATURAL GAS-FINAL BILL/B-D CONSTRUCTION	533.58	
Total:				533.58	
Net of 1 Invoices / 0 Checks				533.58	
00337	BOMGAARS				
04/07/2020	INVOICE	35599438	HANDLE, SLEDGHAMMER, PUSHBROOM	73.97	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/07/2020	INVOICE	35597446	WINDSHIELD WASH, SHOP TOWELS	17.36	
04/07/2020	INVOICE	35594965	ELECTRIC FENCE	34.99	
04/07/2020	INVOICE	35591736	BOLTS	19.90	
04/07/2020	INVOICE	35592271	POWDER, INNER TUBE	14.98	
04/07/2020	INVOICE	35594299	PAINT, PRIMER	42.95	
04/07/2020	INVOICE	35594610	PLUG FUSE	12.99	
04/07/2020	INVOICE	35594843	WHEELS FOR GRINDER	16.83	
04/07/2020	INVOICE	35594975	WIRE ROPE CLIP	8.90	
04/07/2020	INVOICE	35596120	HIRCH PINS	9.38	
04/07/2020	INVOICE	35596132	FASTENERS	6.56	
04/07/2020	INVOICE	35596438	TORDON RTU, FASTENERS	81.15	
04/07/2020	INVOICE	35596561	HANDLES, SCREWS, POSTS	75.89	
04/07/2020	INVOICE	35596568	PLIERS	25.97	
04/07/2020	INVOICE	35598598	CHECK VALVES, BOOM CLAMPS	77.95	
04/07/2020	INVOICE	35598947	HAMMER KIT, DRILL BIT	306.28	
04/07/2020	INVOICE	35599451	CHECK VALVE STRAINER, BOLTS	27.34	
04/07/2020	INVOICE	355996666	COUPLER PLUG, GAUGE	25.68	
04/07/2020	INVOICE	35597541	SET COLLAR	2.69	
Total:				881.76	
Net of 19 Invoices / 0 Checks				881.76	
03071	BOSWELL DAVID D				
04/07/2020	INVOICE	815615	OFFICE CHAIR	150.00	
Total:				150.00	
Net of 1 Invoices / 0 Checks				150.00	
00240	BOUND TREE MEDICAL LLC				
04/07/2020	INVOICE	83547494	THERMOMETERS	620.56	
04/07/2020	INVOICE	83537986	MEDICAL SUPPLIES	152.16	
04/07/2020	INVOICE	83545663	MEDICAL SUPPLIES	3,083.70	
04/07/2020	INVOICE	83553715	MEDICAL SUPPLIES	395.15	
04/07/2020	INVOICE	83555143	MEDICAL SUPPLIES	591.35	
04/07/2020	INVOICE	83559537	MEDICAL SUPPLIES	32.79	
04/07/2020	INVOICE	83537987	MEDICAL SUPPLIES - COVID	526.48	
Total:				5,402.19	
Net of 7 Invoices / 0 Checks				5,402.19	
10357	BRIDGER, HEATHER				
04/07/2020	INVOICE	557882	REFUND CANCELLED SESSION/COLE BRIDGER	30.00	
Total:				30.00	
Net of 1 Invoices / 0 Checks				30.00	
00091	CAROLINA SOFTWARE				
04/07/2020	INVOICE	74975	QRTLY WASTEWORX SOFTWARE SUPPORT	200.00	
Total:				200.00	
Net of 1 Invoices / 0 Checks				200.00	
00143	CCH INCORPORATED				
04/07/2020	INVOICE	5410412595	US MASTER TAX GUIDE-DISPUTED INVOICE	135.98	
Total:				135.98	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
Net of 1 Invoices / 0 Checks				135.98	
03137	CENTRAL PARTS & MACHINE				
04/07/2020	INVOICE	13270 001-388533	REFACE FLYWHEEL, BALL BEARINGS, CLUTCH RE	91.24	
04/07/2020	INVOICE	2875 001-399351	COILED ELECTRICAL CORD, PLUG	76.03	
04/07/2020	INVOICE	2827 001-399250	FILTERS, WIPE-OFF, HI DRI	56.58	
04/07/2020	INVOICE	2725 001-398942	BEAM/CPSL	4.58	
04/07/2020	INVOICE	2725 001-399573	DEF FOR E44	25.30	
04/07/2020	INVOICE	2725 001-399710	SHOP TOWELS	32.98	
04/07/2020	INVOICE	2827 001-399320	OIL SEAL, FILTER	156.52	
04/07/2020	INVOICE	2775 001-400203	LUBRICANT (218), BATTERIES	20.53	
04/07/2020	INVOICE	13270 001-399808	HYDRAULIC HOSE	4.73	
Total:				468.49	
Net of 9 Invoices / 0 Checks				468.49	
00567	CITY OF COLUMBUS				
04/07/2020	INVOICE	300-54059-00 APR	WATER AND SEWER	85.59	
04/07/2020	INVOICE	200-21805-00 APR	WATER AND SEWER	111.04	
04/07/2020	INVOICE	30047518-00 APR	WATER AND SEWER	530.03	
04/07/2020	INVOICE	300-45761-00 APR	WATER AND SEWER	46.25	
04/07/2020	INVOICE	200-41055-00 APR	WATER AND SEWER	24.31	
04/07/2020	INVOICE	200-21981-00 APR	WATER AND SEWER	85.59	
04/07/2020	INVOICE	200-37998-00 APR	WATER AND SEWER	253.17	
04/07/2020	INVOICE	300-44995-00 APR	WATER AND SEWER	93.21	
04/07/2020	INVOICE	300-57937-00 APR	WATER AND SEWER	693.12	
04/07/2020	INVOICE	200-21960-05 APR	WATER AND SEWER	79.53	
04/07/2020	INVOICE	300-57934-00 APR	WATER AND SEWER	241.13	
04/07/2020	INVOICE	200-39615-01 APR	WATER AND SEWER	100.71	
04/07/2020	INVOICE	300-57935-00 APR	WATER AND SEWER	1,651.05	
04/07/2020	INVOICE	300-57936-00 APR	WATER AND SEWER	97.31	
04/07/2020	INVOICE	200-21980-02 APR	WATER AND SEWER	120.75	
04/07/2020	INVOICE	300-62105-00 APR	WATER AND SEWER	24.31	
04/07/2020	INVOICE	300-44985-02 APR	WATER AND SEWER	24.31	
04/07/2020	INVOICE	300-45762-00 APR	WATER AND SEWER	31.61	
04/07/2020	INVOICE	300-62155-00 APR	WATER AND SEWER	493.11	
04/07/2020	INVOICE	100-13650-01 APR	WATER AND SEWER	152.82	
04/07/2020	INVOICE	300-44986-00 APR	WATER AND SEWER	85.59	
04/07/2020	INVOICE	300-57933-00 APR	WATER AND SEWER	54.95	
04/07/2020	INVOICE	200-39560-01 APR	WATER AND SEWER	25.48	
04/07/2020	INVOICE	300-57938-00 APR	WATER AND SEWER	85.59	
Total:				5,190.56	
Net of 24 Invoices / 0 Checks				5,190.56	
00607	CIVIL AIR PATROL MAGAZINE				
04/07/2020	INVOICE	DMH 1513399	ADVERTISING	100.00	
Total:				100.00	
Net of 1 Invoices / 0 Checks				100.00	
10379	CLEANWASH LAUNDRY SYSTEMS INC.				
04/07/2020	INVOICE	9715	WASHERS/DRYERS-NEW FIRE STATION	25,444.26	
Total:				25,444.26	
Net of 1 Invoices / 0 Checks				25,444.26	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00262 04/07/2020	CLUB PROPHET SYSTEMS INVOICE	402004012050	MONTHLY TEE SHEET	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
03141 04/07/2020 04/07/2020	COLUMBUS COMMUNITY HOSPITAL INVOICE INVOICE	10002274 031820	MEDICAL SUPPLIES LAB-GONZALEZ HERNANDEZ	1,113.11 29.40	
			Total:	1,142.51	
			Net of 2 Invoices / 0 Checks	1,142.51	
00036 04/07/2020 04/07/2020 04/07/2020 04/07/2020	COLUMBUS CUSTOM EMBROIDERY INVOICE INVOICE INVOICE INVOICE	E35007 E34981 E35049 E35051	GOLF SHIRTS-ORENDER POLOS, JACKET-R PENSICK JACKET - HARLOW HENLEY - LUNA MARTINEZ	56.00 169.00 40.00 42.00	
			Total:	307.00	
			Net of 4 Invoices / 0 Checks	307.00	
02322 04/07/2020	COLUMBUS TARPS INC INVOICE	4061	REPAIR KIT W/ QUART OF GLUE	39.99	
			Total:	39.99	
			Net of 1 Invoices / 0 Checks	39.99	
03144 04/07/2020 04/07/2020	COLUMBUS TELEGRAM INVOICE INVOICE	14040353 118-60003415	SEARCH BOOST MARCH PUBLICATIONS/ADVERTISING	39.00 2,537.91	
			Total:	2,576.91	
			Net of 2 Invoices / 0 Checks	2,576.91	
03145 04/07/2020 04/07/2020 04/07/2020	COMMUNITY INTERNET SYSTEMS INC. INVOICE INVOICE INVOICE	COLU1 COLU2 SSFIRE	INTERNET SERVICE INTERNET SERVICE INTERNET SERVICE	15.00 15.00 15.00	
			Total:	45.00	
			Net of 3 Invoices / 0 Checks	45.00	
03146 04/07/2020	CONNECTING POINT/RADIO SHACK INVOICE	8256	13 DESKTOP COMPUTERS	13,090.59	
			Total:	13,090.59	
			Net of 1 Invoices / 0 Checks	13,090.59	
03081 04/07/2020 04/07/2020	CONTINENTAL BATTERY COMPANY INVOICE INVOICE	12290316201525 169914	BATTERIES/SWAP CORES 40 T875 BATTERIES-SWAPPED CORES	4,400.00 4,400.00	
			Total:	8,800.00	
			Net of 2 Invoices / 0 Checks	8,800.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10360 04/07/2020	CONTINENTAL BENEFITS INVOICE	123019AMB	OVERPAYMENT-PHARMACY-JOYCE SMITH	6,232.23	
			Total:	6,232.23	
			Net of 1 Invoices / 0 Checks	6,232.23	
02718 04/07/2020 04/07/2020	CORE & MAIN LP INVOICE INVOICE	M067440 M100728	2020 METER PROJECT CAST IRON FLANGE KIT	4,107.18 148.79	
			Total:	4,255.97	
			Net of 2 Invoices / 0 Checks	4,255.97	
03149 04/07/2020 04/07/2020 04/07/2020 04/07/2020	CULLIGAN OF COLUMBUS INVOICE INVOICE INVOICE INVOICE	240676 240262 240558 240794	BOTTLED WATER BOTTLED WATER BOTTLED WATER BOTTLE WATER	41.70 33.95 33.95 41.70	
			Total:	151.30	
			Net of 4 Invoices / 0 Checks	151.30	
10356 04/07/2020	CURTIS, ASHLEY INVOICE	557892	REFUND CANCELLED SESSION/LATHAN CURTIS	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
01539 04/07/2020 04/07/2020 04/07/2020 04/07/2020 04/07/2020	D & K PRODUCTS INVOICE INVOICE INVOICE INVOICE INVOICE	0503222-IN 0504291 IN 0504287-IN 0504288-IN 0504289-IN	SYNGENTA GT365 EARLY ORDER REBATE TRICURE, TERA FIRM EMERALD, PRODIAMINE, NATIVEKLEAN IGNITION, IGNITION IRON PLUS IGNITION, IGNITION IRON PLUS	(203.01) 3,276.40 949.90 520.00 1,130.00	
			Total:	5,673.29	
			Net of 5 Invoices / 0 Checks	5,673.29	
MISC 04/07/2020	DAHLKOETTER DON INVOICE	03/20/2020	UB refund for account: 400-75690-00	21.86	
			Total:	21.86	
			Net of 1 Invoices / 0 Checks	21.86	
00270 04/07/2020 04/07/2020	DANKO EMERGENCY EQUIPMENT INVOICE INVOICE	109374 109371	LEAK ON LOW PRESSURE VALVE BLOCK REPAIR OXYGEN LEAK	307.00 895.33	
			Total:	1,202.33	
			Net of 2 Invoices / 0 Checks	1,202.33	
00568 04/07/2020	DTN LLC INVOICE	5723672	WEATHER SERVICE CONTRACT	774.00	
			Total:	774.00	
			Net of 1 Invoices / 0 Checks	774.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03260 04/07/2020	DXP ENTERPRISES, INC. INVOICE	51302024	PARTS	110.63	
			Total:	110.63	
			Net of 1 Invoices / 0 Checks	110.63	
03158 04/07/2020	EAKES OFFICE SOLUTIONS INVOICE	7988631-0	INK CARTRIDGES, BOXES	394.90	
04/07/2020	INVOICE	INV194513	COPIER CONTRACT	1,725.19	
04/07/2020	INVOICE	INV197090	COPIER CONTRACT	43.05	
04/07/2020	INVOICE	7978033-0	ENVELOPES	71.98	
04/07/2020	INVOICE	INV197723	SHREDDER REPAIRS	146.00	
			Total:	2,381.12	
			Net of 5 Invoices / 0 Checks	2,381.12	
03159 04/07/2020	EBSCO INDUSTRIES INC INVOICE	1595767	MAGAZINE SUBSCRIPTIONS	2,945.31	
04/07/2020	INVOICE	2002477	CREDIT	(3.93)	
			Total:	2,941.38	
			Net of 2 Invoices / 0 Checks	2,941.38	
MISC 04/07/2020	EL SENAI LLC INVOICE	03/24/2020	UB refund for account: 200-21100-05	27.49	
			Total:	27.49	
			Net of 1 Invoices / 0 Checks	27.49	
03161 04/07/2020	ELECTRICAL ENGINEERING & INVOICE	6736699-00	LED BULBS	17.39	
04/07/2020	INVOICE	6727988-00	SUPPLIES	5.48	
04/07/2020	INVOICE	6730428-00	SUPPLIES	655.92	
04/07/2020	INVOICE	6743568-00	PVC	36.25	
04/07/2020	INVOICE	6744326-00	SPLICE/TUBING	22.68	
			Total:	737.72	
			Net of 5 Invoices / 0 Checks	737.72	
01597 04/07/2020	ELECTRONIC ENGINEERING INVOICE	855000864-1	LAMP/SPOTLIGHT	37.77	
			Total:	37.77	
			Net of 1 Invoices / 0 Checks	37.77	
00195 04/07/2020	ENGINE COMPANY #1 INVOICE	527023	MARCH PRACTICE MEAL-HYVEE	315.00	
			Total:	315.00	
			Net of 1 Invoices / 0 Checks	315.00	
00939 04/07/2020	ERIKSEN CONSTRUCTION CO INC INVOICE	18	WWTF PHASE 4 IMPROVEMENTS	267,136.00	
			Total:	267,136.00	
			Net of 1 Invoices / 0 Checks	267,136.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10369 04/07/2020	EZ LINKS GOLF LLC INVOICE	B2BSI71815	MARCH ADVERTISING	175.00	
			Total:	175.00	
			Net of 1 Invoices / 0 Checks	175.00	
02851 04/07/2020	FARM PROGRESS LIMITED INVOICE	70779972	NEBRASKA FARMER SUBSCRIPTION THRU 4/1/21	26.95	
			Total:	26.95	
			Net of 1 Invoices / 0 Checks	26.95	
02113 04/07/2020	FAS-BREAK WINDSHIELD REPAIR INVOICE	16074	WINDSHIELD REPAIR-DUMP TRUCK	40.00	
			Total:	40.00	
			Net of 1 Invoices / 0 Checks	40.00	
03165 04/07/2020	FASTENAL COMPANY INVOICE	NECOL222090	SUPPLIES	9.00	
04/07/2020	INVOICE	NECOL221778	SUPPLIES	26.38	
			Total:	35.38	
			Net of 2 Invoices / 0 Checks	35.38	
00871 04/07/2020	FELSBURG HOLT & ULLEVIG INVOICE	26839	PROJ 119409-03/COLUMBUS DRAINAGE CRITERA MAI	3,651.00	
			Total:	3,651.00	
			Net of 1 Invoices / 0 Checks	3,651.00	
03168 04/07/2020	FIRST NATIONAL BANK INVOICE	612 022920	BANKING FEES	341.48	
			Total:	341.48	
			Net of 1 Invoices / 0 Checks	341.48	
01997 04/07/2020	FRONTIER COOPERATIVE COMPANY INVOICE	BO 1061	DEF - 340 GAL @1.65/GAL	561.00	
			Total:	561.00	
			Net of 1 Invoices / 0 Checks	561.00	
01789 04/07/2020	GAVER TIRE & AUTO CENTER INC INVOICE	43279	TIRE REPAIR	38.50	
			Total:	38.50	
			Net of 1 Invoices / 0 Checks	38.50	
03174 04/07/2020	GEHRING CONSTRUCTION & INVOICE	45367	14TH ST & 24TH AVE	496.25	
04/07/2020	INVOICE	7	DOWNTOWN TRAFFIC SIGNAL RENOVATIONS	92,211.30	
04/07/2020	INVOICE	1	CONCRETE PAVING IMPROVEMENTS 2020	132,314.76	
04/07/2020	INVOICE	45531	30AVE & 22ST	446.00	
			Total:	225,468.31	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 4 Invoices / 0 Checks	225,468.31	
00303 04/07/2020	GENE STEFFY FORD INVOICE	166909	CHECK CHARGING SYSTEM	125.00	
			Total:	125.00	
			Net of 1 Invoices / 0 Checks	125.00	
03178 04/07/2020 04/07/2020	GERHOLD CONCRETE COMPANY INVOICE INVOICE	126880 126645	2016 24TH ST 16AV-BEHLLEN ST	315.58 341.24	
			Total:	656.82	
			Net of 2 Invoices / 0 Checks	656.82	
00056 04/07/2020	GODFATHER'S PIZZA INVOICE	5254	HAZMAT TEAM MEAL	35.98	
			Total:	35.98	
			Net of 1 Invoices / 0 Checks	35.98	
MISC 04/07/2020	GOOD LIFE COUNSELING & SUPPORT LLC INVOICE	03/24/2020	UB refund for account: 200-22240-01	25.60	
			Total:	25.60	
			Net of 1 Invoices / 0 Checks	25.60	
02075 04/07/2020	GREAT PLAINS COMMUNICATIONS INVOICE	996-426-0026	INTERNET SERVICE-APRIL	310.00	
			Total:	310.00	
			Net of 1 Invoices / 0 Checks	310.00	
03182 04/07/2020 04/07/2020	HACH COMPANY INVOICE INVOICE	11890593 11894376	PUMP MAINTENANCE MODIFIED AGAR PLATES	4,000.06 527.13	
			Total:	4,527.19	
			Net of 2 Invoices / 0 Checks	4,527.19	
03183 04/07/2020 04/07/2020	HADLEY-BRAITHWAIT COMPANY INVOICE INVOICE	216647 216370	SANITIZER, TOILET PAPER TOILET TISSUE	155.70 599.50	
			Total:	755.20	
			Net of 2 Invoices / 0 Checks	755.20	
00272 04/07/2020	HAWKINS INC INVOICE	4685870	CHEMICALS	3,772.24	
			Total:	3,772.24	
			Net of 1 Invoices / 0 Checks	3,772.24	
03185 04/07/2020	HDR ENGINEERING INC INVOICE	1200253208	SOUTH MOBILITY STUDY	6,000.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	6,000.00	
			Net of 1 Invoices / 0 Checks	6,000.00	
00150	HOMETOWN LEASING				
04/07/2020	INVOICE	022	COPIER LEASE	177.97	
			Total:	177.97	
			Net of 1 Invoices / 0 Checks	177.97	
02781	HOTSY EQUIPMENT CO.				
04/07/2020	INVOICE	302428	PRESSURE WASHER MAINTENANCE	1,489.47	
			Total:	1,489.47	
			Net of 1 Invoices / 0 Checks	1,489.47	
00280	HRUSKA BRAD				
04/07/2020	INVOICE	031720LIBR	FEB/MAR MILEAGE	22.89	
			Total:	22.89	
			Net of 1 Invoices / 0 Checks	22.89	
03192	HY-VEE INC				
04/07/2020	INVOICE	5839424397	INTERVIEW SUPPLIES	12.97	
04/07/2020	INVOICE	5839984063	PROGRAM SUPPLIES	17.62	
04/07/2020	INVOICE	4814585348	PROGRAM SUPPLIES	26.35	
04/07/2020	INVOICE	481428134	PROGRAM SUPPLIES	10.26	
04/07/2020	INVOICE	5839809002	PROGRAM SUPPLIES	51.34	
04/07/2020	INVOICE	583961050	PROGRAM SUPPLIES	45.04	
04/07/2020	INVOICE	5839861957	RETURN CREDIT	(5.49)	
			Total:	158.09	
			Net of 7 Invoices / 0 Checks	158.09	
03194	INGRAM LIBRARY SERVICES, INC				
04/07/2020	INVOICE	44248828	MATERIALS	67.65	
04/07/2020	INVOICE	44149183	MATERIALS	13.99	
04/07/2020	INVOICE	44234809	MATERIALS	24.20	
04/07/2020	INVOICE	44288495	MATERIALS	1,835.45	
04/07/2020	INVOICE	44267601	MATERIALS	488.69	
04/07/2020	INVOICE	44283664	RETURN CREDIT	(5.26)	
04/07/2020	INVOICE	44339208	MATERIALS	603.33	
04/07/2020	INVOICE	44318983	MATERIALS	749.17	
04/07/2020	INVOICE	4435098	MATERIALS	228.45	
04/07/2020	INVOICE	44375438	MATERIALS	110.13	
			Total:	4,115.80	
			Net of 10 Invoices / 0 Checks	4,115.80	
03197	INTERNATIONAL PUBLIC MANAGEMENT				
04/07/2020	INVOICE	INV-52604-POM2M9	POLICE TESTS	293.50	
			Total:	293.50	
			Net of 1 Invoices / 0 Checks	293.50	
02554	INTERSTATE BATTERY SYSTEM				
04/07/2020	INVOICE	210074830	MTP-65HD FOR UNIT #50	127.95	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	127.95	
			Net of 1 Invoices / 0 Checks	127.95	
02609 04/07/2020	ISLAND SUPPLY WELDING CO. INVOICE	637582	25% CO2, BAL ARGON	135.92	
			Total:	135.92	
			Net of 1 Invoices / 0 Checks	135.92	
03199 04/07/2020	JACKSON SERVICES INC INVOICE	4277951	UNIFORMS	273.89	
04/07/2020	INVOICE	4277954	MATS	12.02	
04/07/2020	INVOICE	4276229	UNIFORMS	16.24	
04/07/2020	INVOICE	4276230	MATS AND UNIFORMS	98.54	
04/07/2020	INVOICE	4273789	UNIFORMS	88.40	
04/07/2020	INVOICE	4273790	TOWELS, MATS	25.83	
04/07/2020	INVOICE	4276223	MATS, MOP	68.21	
04/07/2020	INVOICE	4273777	MATS	25.65	
04/07/2020	INVOICE	4273778	UNIFORMS	129.72	
04/07/2020	INVOICE	4273779	TOWELS, MAT	48.04	
04/07/2020	INVOICE	4268615	UNIFORMS	129.72	
04/07/2020	INVOICE	4268616	MATS	12.02	
04/07/2020	INVOICE	4268614	SUPPLIES	34.05	
04/07/2020	INVOICE	4270314	UNIFORMS	134.26	
04/07/2020	INVOICE	4268623	UNIFORMS	93.88	
04/07/2020	INVOICE	4272066	MATS	55.85	
04/07/2020	INVOICE	4272049	SUPPLIES, UNIFORMS	58.63	
04/07/2020	INVOICE	4268625	MAT	2.70	
04/07/2020	INVOICE	4268624	UNIFORMS	88.40	
04/07/2020	INVOICE	4272048	UNIFORMS	16.24	
04/07/2020	INVOICE	4273788	SUPPLIES/UNIFORMS	123.27	
04/07/2020	INVOICE	4275431	UNIFORMS	274.89	
04/07/2020	INVOICE	4272067	SUPPLIES	77.69	
04/07/2020	INVOICE	4266886	SUPPLIES	58.59	
04/07/2020	INVOICE	4277952	SUPPLIES	34.05	
04/07/2020	INVOICE	4277953	UNIFORMS	129.72	
04/07/2020	INVOICE	4280273	UNIFORMS	101.37	
04/07/2020	INVOICE	4281113	MATS	55.85	
04/07/2020	INVOICE	4276254	SUPPLIES	58.59	
04/07/2020	INVOICE	4273791	SUPPLIES	71.30	
04/07/2020	INVOICE	4277963	UNIFORMS	88.40	
04/07/2020	INVOICE	4277964	MAT	2.70	
04/07/2020	INVOICE	4281097	UNIFORMS	16.24	
04/07/2020	INVOICE	4281098	UMIFORMS/SUPPLIES	58.63	
			Total:	2,563.58	
			Net of 34 Invoices / 0 Checks	2,563.58	
00532 04/07/2020	JEO CONSULTING GROUP INC INVOICE	115823	LOST CREEK, FLOODPLAIN/RES R19-138	697.50	
04/07/2020	INVOICE	115824	LOUP RIVER EPP REVISIONS	4,911.25	
			Total:	5,608.75	
			Net of 2 Invoices / 0 Checks	5,608.75	

03202 KELLY SUPPLY COMPANY

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/07/2020	INVOICE	S12248562-0	MALE ADAPTER	3.01	
04/07/2020	INVOICE	S12248568-0	CLAMP	21.64	
04/07/2020	INVOICE	S12248572-0	PARTS	9.85	
04/07/2020	INVOICE	S12248562-1	PARTS	9.54	
04/07/2020	INVOICE	S12248305-0	724 CPVD CEMENT	56.84	
04/07/2020	INVOICE	S12247989-0	APA O/E HD BELT	393.92	
04/07/2020	INVOICE	S12248961-0	SUPPLIES	84.64	
04/07/2020	INVOICE	S12249030-0	PARTS	25.55	
Total:				604.99	
Net of 8 Invoices / 0 Checks				604.99	
01100	KRATOCHVIL MICHAEL				
04/07/2020	INVOICE	030320LIB	NOV2019-FEB2020 MILEAGE	31.21	
Total:				31.21	
Net of 1 Invoices / 0 Checks				31.21	
02828	KSO CPAS + ADVISORS				
04/07/2020	INVOICE	198207	FY2019 AUDITED FINANCIAL STATEMENTS	20,500.00	
Total:				20,500.00	
Net of 1 Invoices / 0 Checks				20,500.00	
02325	LA QUINTA INN & SUITES KEARNEY				
04/07/2020	INVOICE	437-942455	RANDY LUCHT	314.85	
04/07/2020	INVOICE	148-841488	KRIS GERNSTEIN	314.85	
Total:				629.70	
Net of 2 Invoices / 0 Checks				629.70	
10247	LABORDE, ADAM				
04/07/2020	INVOICE	GIS-0007	GIS SUPPORT SERVICES-FEB 2020	700.00	
Total:				700.00	
Net of 1 Invoices / 0 Checks				700.00	
02596	LAWSON PRODUCTS				
04/07/2020	INVOICE	9307473448	CONTACTS	221.00	
04/07/2020	INVOICE	9307495573	CUT-OFF WHEEL, FLAP DISC	86.68	
Total:				307.68	
Net of 2 Invoices / 0 Checks				307.68	
03210	LEAGUE OF NEBR MUNICIPALITIES				
04/07/2020	INVOICE	17114	SPONSOR MEAL-MOSER/MIDWINTER CONF	26.00	
Total:				26.00	
Net of 1 Invoices / 0 Checks				26.00	
10378	LLIGHT AND SIREN				
04/07/2020	INVOICE	14734	EQUIP NEW TRUCK/UNIT 16	1,555.00	
Total:				1,555.00	
Net of 1 Invoices / 0 Checks				1,555.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02806 04/07/2020	MACQUEEN EQUIPMENT INVOICE	<a href="#">P05548</a>	BROOMS	935.62	
			Total:	935.62	
			Net of 1 Invoices / 0 Checks	935.62	
03212 04/07/2020	MATHESON-LINWELD INVOICE	<a href="#">51602846</a>	CHEMICALS	25.11	
			Total:	25.11	
			Net of 1 Invoices / 0 Checks	25.11	
02101 04/07/2020	MD SOLUTIONS INC INVOICE	<a href="#">0040131</a>	BRACKETS	289.14	
			Total:	289.14	
			Net of 1 Invoices / 0 Checks	289.14	
03220 04/07/2020	MENARDS INVOICE	<a href="#">11336</a>	SUPPLIES	57.41	
04/07/2020	INVOICE	<a href="#">11378</a>	SUPPLIES	5.00	
04/07/2020	INVOICE	<a href="#">11476</a>	CLEANING SUPPLIES	58.42	
04/07/2020	INVOICE	<a href="#">11491</a>	CONNECTOR AND PLUG	16.68	
04/07/2020	INVOICE	<a href="#">11534</a>	CLEANING SUPPLIES	60.52	
04/07/2020	INVOICE	<a href="#">11538</a>	TOGGLE BOLT, WASHER	7.09	
04/07/2020	INVOICE	<a href="#">11880</a>	DEADBOLTS, DOORKNOB, LOCKS	44.61	
04/07/2020	INVOICE	<a href="#">11895</a>	WATER	5.85	
04/07/2020	INVOICE	<a href="#">11908</a>	LAUNDRY SUPPLIES	52.05	
04/07/2020	INVOICE	<a href="#">11973</a>	ORANGE GOOP, PREMIXED MORTAR	27.86	
04/07/2020	INVOICE	<a href="#">11372</a>	SUPPLIES	57.24	
04/07/2020	INVOICE	<a href="#">12017</a>	SUPPLIES	34.50	
04/07/2020	INVOICE	<a href="#">12160</a>	CLOROX, PVC PIPE	22.49	
04/07/2020	INVOICE	<a href="#">12157</a>	SUPPLIES	59.24	
04/07/2020	INVOICE	<a href="#">12064</a>	SUPPLIES	24.19	
04/07/2020	INVOICE	<a href="#">12315</a>	CAN LINERS	15.99	
04/07/2020	INVOICE	<a href="#">12202</a>	GLOVES/PUMICE STICKS	48.50	
04/07/2020	INVOICE	<a href="#">12322</a>	GIFT CARD-BARTHOLOMEW RETIREMENT	200.00	
04/07/2020	INVOICE	<a href="#">12063</a>	WINBAG SHIMMING TOOL	56.64	
04/07/2020	INVOICE	<a href="#">11595</a>	6 WAY METAL CONNECTOR	7.99	
04/07/2020	INVOICE	<a href="#">11626</a>	TAPE, ADHESIVE, DROP CLOTH	28.57	
04/07/2020	INVOICE	<a href="#">12101</a>	SUPPLIES	46.18	
04/07/2020	INVOICE	<a href="#">12013</a>	YELLOW CORD	159.96	
04/07/2020	INVOICE	<a href="#">11810</a>	SUPPLIES	80.87	
04/07/2020	INVOICE	<a href="#">12682</a>	SIMPLE GREEN CLEANER	16.94	
04/07/2020	INVOICE	<a href="#">12387</a>	PVC TRIM, PUSHBROOM	26.97	
04/07/2020	INVOICE	<a href="#">12595</a>	TOOLS AND SUPPLIES	74.96	
04/07/2020	INVOICE	<a href="#">12689</a>	SUPPLIES	130.11	
04/07/2020	INVOICE	<a href="#">12684</a>	SUPPLIES	94.98	
04/07/2020	INVOICE	<a href="#">12558</a>	100W HI PRESS SODIUM BULB	18.99	
04/07/2020	INVOICE	<a href="#">12293</a>	26W 2 & 4 PIN QUAD CFL'S	29.86	
04/07/2020	INVOICE	<a href="#">12296</a>	TOOLBOX 200CT WHITE BOX	16.59	
04/07/2020	INVOICE	<a href="#">12263</a>	SUPPLIES/PARTS	157.04	
04/07/2020	INVOICE	<a href="#">12479</a>	48" 32W 4100K T8'S	59.97	
04/07/2020	INVOICE	<a href="#">12474</a>	26W QUAD CFL'S	1.82	
04/07/2020	INVOICE	<a href="#">13115</a>	MEGA NOODLES	5.98	
04/07/2020	INVOICE	<a href="#">12597</a>	CLEANING SUPPLIES, DRAIN COVER	34.17	
04/07/2020	INVOICE	<a href="#">12648</a>	TILE GROUT/SEAL, BLEACH SPRAYER	40.55	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/07/2020	INVOICE	12761	SUPPLIES	96.84	
04/07/2020	INVOICE	12998	SANDER, SUPPLIES	97.14	
04/07/2020	INVOICE	13035	BATTERIES, TOOL BOX	20.27	
04/07/2020	INVOICE	12871	SUPPLIES FOR UV LIGHTS - COVID	110.23	
04/07/2020	INVOICE	13026	PUMICE STICK, HOSE NOZZLE	46.36	
Total:				2,257.62	
Net of 43 Invoices / 0 Checks				2,257.62	
03222	MID-AMERICAN RESEARCH				
04/07/2020	INVOICE	0692495-IN	SULFAMIC ACID	2,090.00	
Total:				2,090.00	
Net of 1 Invoices / 0 Checks				2,090.00	
00205	MID-STATE ENGINEERING &				
04/07/2020	INVOICE	18454	LIFT STATION NO.10	1,666.00	
04/07/2020	INVOICE	18455	LIFT STATION NO. 7	1,762.50	
Total:				3,428.50	
Net of 2 Invoices / 0 Checks				3,428.50	
03225	MIDWEST GLASS SERVICE INC				
04/07/2020	INVOICE	58917	GLASS CLEANER	120.00	
04/07/2020	INVOICE	58926	CLEAR ACRYLIC CUT TO PATTERN	43.00	
Total:				163.00	
Net of 2 Invoices / 0 Checks				163.00	
03226	MIDWEST SERVICE & SALES CO				
04/07/2020	INVOICE	0028216	QUAIL RUN SIGNS	104.70	
Total:				104.70	
Net of 1 Invoices / 0 Checks				104.70	
00263	MTM RECOGNITION				
04/07/2020	INVOICE	6017159	HANDBAG-SWEDENBURG	130.14	
Total:				130.14	
Net of 1 Invoices / 0 Checks				130.14	
10225	NAPA AUTO PARTS OF COLUMBUS				
04/07/2020	INVOICE	678954	BATTERY	106.95	
Total:				106.95	
Net of 1 Invoices / 0 Checks				106.95	
00572	NE DEPT OF TRANSPORTATION				
04/07/2020	INVOICE	0642782	PROJ# NBIS (110) -FINAL SETTLEMENT	505.67	
04/07/2020	INVOICE	033020ENG	ROW APPLICATION-OCCUPY/SEWER LINE	2,500.00	
04/07/2020	INVOICE	033020ENG	ROW APPLICATION-UNDERCROSS/SEWER LINE	2,500.00	
Total:				5,505.67	
Net of 3 Invoices / 0 Checks				5,505.67	
00444	NEBRASKA PUBLIC HEALTH				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/07/2020	INVOICE	523539	BLOOD ALCOHOL TEST	105.00	
04/07/2020	INVOICE	523917	ROUTINE SAMPLING	515.00	
			Total:	620.00	
			Net of 2 Invoices / 0 Checks	620.00	
00039	NEBRASKA RURAL WATER ASSOC				
04/07/2020	INVOICE	032720WWCOLL	GERNSTEIN/LUCHT - 2020 CONF REGISTRATIONS	750.00	
			Total:	750.00	
			Net of 1 Invoices / 0 Checks	750.00	
00029	NEBRASKA STATE FIRE MARSHAL				
04/07/2020	INVOICE	116578	ANNUAL CERTIFICATE, EF04	75.00	
04/07/2020	INVOICE	116569	ANNUAL CERTIFICATES, EF03	110.00	
			Total:	185.00	
			Net of 2 Invoices / 0 Checks	185.00	
10263	NEBRASKA STATE PATROL				
04/07/2020	INVOICE	1210888	TRACS 2020 USER FEES-ECITATION	1,425.00	
			Total:	1,425.00	
			Net of 1 Invoices / 0 Checks	1,425.00	
00510	NEIGHBORWORKS NORTHEAST				
04/07/2020	INVOICE	16-CD-201 DD 11	16-CD-201 DRAWDOWN #11	150,307.00	
			Total:	150,307.00	
			Net of 1 Invoices / 0 Checks	150,307.00	
03241	NEWMAN SIGNS INC.				
04/07/2020	INVOICE	TRFINV019704	SIGN SUPPLIES	499.98	
04/07/2020	INVOICE	TRFINV019555	SIGN SUPPLIES	525.94	
04/07/2020	INVOICE	TRFINV019558	TRAFFIC SIGN SUPPLIES	453.15	
			Total:	1,479.07	
			Net of 3 Invoices / 0 Checks	1,479.07	
00259	NIEMANN'S PORT-A-POT LLC				
04/07/2020	INVOICE	I3000	RENTALS	40.00	
			Total:	40.00	
			Net of 1 Invoices / 0 Checks	40.00	
03246	NORTHEAST NEBRASKA ECONOMIC				
04/07/2020	INVOICE	16-CD-101 DD 14	16-CD-101 DRAWDOWN #14 - DECEMBER, JANUARY	540.00	
04/07/2020	INVOICE	17-ED-005 DD 6	17-ED-005 DRAWDOWN #6 - DECEMBER 2019, JANU	1,023.75	
04/07/2020	INVOICE	20913	FEBRUARY 2020 ADMIN SERVICES	593.63	
			Total:	2,157.38	
			Net of 3 Invoices / 0 Checks	2,157.38	
03248	NOVICKI FIRE PREVENTION SERVCS				
04/07/2020	INVOICE	055-20	EXTINGUISHER MAINTENANCE	59.75	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	59.75	
			Net of 1 Invoices / 0 Checks	59.75	
03249	OCCUPATIONAL HEALTH SERV				
04/07/2020	INVOICE	66291	HEP B VACCINE-CARBJAL	55.00	
04/07/2020	INVOICE	66390	PRE-EMPLOY, POST ACCIDENT TESTING	1,420.00	
04/07/2020	INVOICE	66442	HEP B VACCINE-HOFFMAN	55.00	
			Total:	1,530.00	
			Net of 3 Invoices / 0 Checks	1,530.00	
03171	OFFICENET				
04/07/2020	INVOICE	937839-0	BUS CARDS, LAMINATE	36.83	
04/07/2020	INVOICE	936953-1	HAND SANITIZER	50.18	
04/07/2020	INVOICE	936635-0	24X100 MATTE POLYPROPYL	178.83	
04/07/2020	INVOICE	9366957-0	PEN CUSHION	0.30	
04/07/2020	INVOICE	937044-0	PAPER	117.18	
04/07/2020	INVOICE	937022-0	LAMINATE POUCHES	22.51	
04/07/2020	INVOICE	936545-1	SANITIZER, MASKS	37.70	
04/07/2020	INVOICE	936955-0	STAPLES	17.82	
04/07/2020	INVOICE	936953-0	LYSOL, SANITIZER	23.52	
04/07/2020	INVOICE	936756-0	INK CARTRIDGES	130.96	
04/07/2020	INVOICE	936545-0	LYSOL WIPES	54.30	
04/07/2020	INVOICE	937200-0	FILE FOLDERS, TAPE	40.99	
04/07/2020	INVOICE	937279-0	DISINFECTANT, KLEENEX	68.41	
04/07/2020	INVOICE	IN60430	COPIER CONTRACT	86.66	
04/07/2020	INVOICE	938034-0	STAPLES FOR AR-M450	92.99	
04/07/2020	INVOICE	938028-0	LABELS	13.26	
04/07/2020	INVOICE	938025-0	LABELMAKER	21.17	
04/07/2020	INVOICE	937982-0	LAMINATING POUCHES	3.60	
04/07/2020	INVOICE	937866-0	PEN REFILLS	2.12	
04/07/2020	INVOICE	936545-2	HAND SANITIZER-COVID 19	83.96	
04/07/2020	INVOICE	937352-0	HAND SANITIZER	23.45	
04/07/2020	INVOICE	937986-0	TONER, TAPE	155.65	
04/07/2020	INVOICE	937407-0	RIBBON	12.80	
04/07/2020	INVOICE	937317-0	KEY TAGS	6.67	
04/07/2020	INVOICE	935538-0	ERASER REFILLS	2.42	
04/07/2020	INVOICE	936349-0	BINDERS	7.14	
			Total:	1,291.42	
			Net of 26 Invoices / 0 Checks	1,291.42	
02852	OLSON'S PEST TECHNICIANS				
04/07/2020	INVOICE	164928	PEST CONTROL	50.00	
04/07/2020	INVOICE	164930	PEST CONTROL	50.00	
04/07/2020	INVOICE	164931	PEST CONTROL	50.00	
			Total:	150.00	
			Net of 3 Invoices / 0 Checks	150.00	
00176	O'REILLY AUTOMOTIVE INC				
04/07/2020	INVOICE	0681-440620	SUPPLIES	587.01	
04/07/2020	INVOICE	0681-440369	ROCKER SWITCHES	25.98	
04/07/2020	INVOICE	0681-440284	FILTERS	143.23	
04/07/2020	INVOICE	0681-439435	UNDERCOAT	62.93	
04/07/2020	INVOICE	0681-439885	FILTERS	18.45	
04/07/2020	INVOICE	0681-440234	BELTS	28.82	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/07/2020	INVOICE	0681-439764	BATTERY	47.74	
04/07/2020	INVOICE	0681-439625	TOOL	8.99	
			Total:	923.15	
			Net of 8 Invoices / 0 Checks	923.15	
10359	PENNE, ASHLEY				
04/07/2020	INVOICE	557889	REFUND CANCELLED SESSION/OLIVER PENNE	30.00	
			Total:	30.00	
			Net of 1 Invoices / 0 Checks	30.00	
00345	PETE LIEN & SONS INC.				
04/07/2020	INVOICE	20POS/019829	QUICKLIME FINES RC	5,641.39	
04/07/2020	INVOICE	20POS/022573	QUICKLIME FINES RC	5,772.63	
			Total:	11,414.02	
			Net of 2 Invoices / 0 Checks	11,414.02	
03258	PETTY CASH				
04/07/2020	INVOICE	032420CLERK	MEAL REIMBURSEMENTS/TRAINING	24.85	
04/07/2020	INVOICE	032620POLICE	MEALS, POSTAGE, CAR WASH	201.30	
04/07/2020	INVOICE	030820STREET	TOOL TOTE, STRETCH WRAP	36.23	
			Total:	262.38	
			Net of 3 Invoices / 0 Checks	262.38	
02574	PITTS ADAM				
04/07/2020	INVOICE	031120FIRE	PARAMEDIC RECERTIFICATION	25.00	
			Total:	25.00	
			Net of 1 Invoices / 0 Checks	25.00	
10340	PLAINS EQUIPMENT GROUP				
04/07/2020	INVOICE	2350632	ACTIVATOR	182.05	
			Total:	182.05	
			Net of 1 Invoices / 0 Checks	182.05	
00155	PLATTE COUNTY				
04/07/2020	INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,097.23	
			Total:	3,097.23	
			Net of 1 Invoices / 0 Checks	3,097.23	
00758	PLATTE COUNTY REGISTER OF				
04/07/2020	INVOICE	R20-02	SPEICHER SUBDIVISION ORD NO. 20-02	22.00	
			Total:	22.00	
			Net of 1 Invoices / 0 Checks	22.00	
00478	PLATTE VALLEY HUMANE SOCIETY				
04/07/2020	INVOICE	033120	QUARTERLY ANIMAL SHELTERING PAYMT PER AGREEI	20,000.00	
			Total:	20,000.00	
			Net of 1 Invoices / 0 Checks	20,000.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10241 04/07/2020	POMP'S TIRE SERVICE INC. INVOICE	1440004184	TIRE TUBE	26.18	
			Total:	26.18	
			Net of 1 Invoices / 0 Checks	26.18	
01717 04/07/2020 04/07/2020	PRECISION WOOD PRODUCTS INVOICE INVOICE	2019TRANSFER 030520WWCOLL	16 AND 24" STAKES/2019 16/24" STAKES	88.00 125.00	
			Total:	213.00	
			Net of 2 Invoices / 0 Checks	213.00	
03261 04/07/2020 04/07/2020 04/07/2020 04/07/2020	PRESTOX INVOICE INVOICE INVOICE INVOICE	6023397 6023394 6004423 6235451	PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL-3/16/20 AND 3/23/20	45.00 47.00 62.00 107.00	
			Total:	261.00	
			Net of 4 Invoices / 0 Checks	261.00	
00575 04/07/2020 04/07/2020	PRODUCTIVITY PLUS ACCT-TITAN INVOICE INVOICE	13596745 GP 13639881 GP	TEMPERATURE SENDER SUPPLIES	58.39 242.29	
			Total:	300.68	
			Net of 2 Invoices / 0 Checks	300.68	
10358 04/07/2020	PROKUPEK, ALYSSA INVOICE	557890	REFUND CANCELLED SESSION/BRIELLE PROKUPEK	30.00	
			Total:	30.00	
			Net of 1 Invoices / 0 Checks	30.00	
10377 04/07/2020	PURAFIL INC. INVOICE	1022640	AIR SCRUBBER	12,070.06	
			Total:	12,070.06	
			Net of 1 Invoices / 0 Checks	12,070.06	
01470 04/07/2020	QC SUPPLY INVOICE	SPI-1998460	DISINFECTANT NOZZLES	35.76	
			Total:	35.76	
			Net of 1 Invoices / 0 Checks	35.76	
10361 04/07/2020	QUADIENT FINANCE USA, INC. INVOICE	COLUMBUS0000000116	POSTAGE	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
03264 04/07/2020 04/07/2020	REARDON LAWN & GARDEN INC INVOICE INVOICE	3096 3094	GASKETS, GAS, OIL CHAIN SAW REPAIR	130.55 58.98	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/07/2020	INVOICE	3102	STIHL MOTOMIX	39.96	
04/07/2020	INVOICE	3092	GASKET, ELEMENT	9.98	
			Total:	239.47	
			Net of 4 Invoices / 0 Checks	239.47	
00356	RECREATION SUPPLY COMPANY				
04/07/2020	INVOICE	378101	18"PATIO CLOCK	153.72	
			Total:	153.72	
			Net of 1 Invoices / 0 Checks	153.72	
00161	REMBOLT LUDTKE LLP				
04/07/2020	INVOICE	156	LEGAL SERVICES	1,428.50	
			Total:	1,428.50	
			Net of 1 Invoices / 0 Checks	1,428.50	
03268	SAPP BROS PETROLEUM INC				
04/07/2020	INVOICE	23022443	FUEL	205.35	
04/07/2020	INVOICE	23023318	FUEL	366.00	
04/07/2020	INVOICE	23023319	FUEL	3,929.02	
04/07/2020	INVOICE	23000489	FUEL	798.00	
04/07/2020	INVOICE	23000488	FUEL	5,248.00	
04/07/2020	INVOICE	23002414	FUEL	83.00	
04/07/2020	INVOICE	23010298	FUEL	1,815.00	
04/07/2020	INVOICE	22997098	FUEL	5,152.00	
04/07/2020	INVOICE	23000491	FUEL	420.00	
04/07/2020	INVOICE	23000490	FUEL	4,645.20	
			Total:	22,661.57	
			Net of 10 Invoices / 0 Checks	22,661.57	
03271	SCHIEFFER SIGNS INC				
04/07/2020	INVOICE	39938	FRONTIER PARK SIGN	432.00	
			Total:	432.00	
			Net of 1 Invoices / 0 Checks	432.00	
02827	SCHINDLER ELEVATOR CORPORATION				
04/07/2020	INVOICE	8105293875	ELEVATOR MAINTENANCE CONTRACT	575.72	
			Total:	575.72	
			Net of 1 Invoices / 0 Checks	575.72	
03273	SCHOOL DISTRICT #1				
04/07/2020	INVOICE	033120SCHOOLS	LIQUOR AND TOBACCO LICENSE REVENUE	3,790.00	
			Total:	3,790.00	
			Net of 1 Invoices / 0 Checks	3,790.00	
00387	SCHWING BIOSET				
04/07/2020	INVOICE	61423766	OEM HOSE-COUPLING BAGHOUSE	121.96	
			Total:	121.96	
			Net of 1 Invoices / 0 Checks	121.96	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03275	SECURITY EQUIPMENT INC				
04/07/2020	INVOICE	554798	TEST CAMERA IN OFFICE AREA	169.00	
04/07/2020	INVOICE	559879	NEW POLICE STATION	7,599.00	
04/07/2020	INVOICE	560191	AMAG PHASE 1 REVISED/CCTV/INTERCOM	13,469.33	
			Total:	21,237.33	
			Net of 3 Invoices / 0 Checks	21,237.33	
03276	SHERWIN-WILLIAMS CO				
04/07/2020	INVOICE	4408-3	PM 200 SG EXTRA	314.10	
			Total:	314.10	
			Net of 1 Invoices / 0 Checks	314.10	
01090	SHEVLIN SUPPLY				
04/07/2020	INVOICE	4429	HAND SOAP	15.03	
04/07/2020	INVOICE	4396	TOILET TISSUE	169.35	
			Total:	184.38	
			Net of 2 Invoices / 0 Checks	184.38	
01394	SIRIUS COMPUTER SOLUTIONS INC.				
04/07/2020	INVOICE	INV-000751185	COMMVAULT PREMIUM RENEWAL E-DELIVERY	2,253.04	
			Total:	2,253.04	
			Net of 1 Invoices / 0 Checks	2,253.04	
02814	SOUTHERN CARLSON INC.				
04/07/2020	INVOICE	CB41135865	DISPOSABLE GLOVES	66.00	
04/07/2020	INVOICE	CB41178353	POWER CORD W/ PLUG, CORD PROTECTOR	43.39	
			Total:	109.39	
			Net of 2 Invoices / 0 Checks	109.39	
03280	STATE OF NEBR DEPT OF REVENUE				
04/07/2020	INVOICE	033120GOLF	SALES TAX	2,897.34	
04/07/2020	INVOICE	03.31.2020 POOLS	MARCH 2020 SALES TAX	142.92	
04/07/2020	INVOICE	033120UTILITIES	MARCH 2020 SALES TAX	44,714.81	
			Total:	47,755.07	
			Net of 3 Invoices / 0 Checks	47,755.07	
00244	STERICYCLE INC				
04/07/2020	INVOICE	4009236593	MEDICAL WASTE SERVICES	918.16	
			Total:	918.16	
			Net of 1 Invoices / 0 Checks	918.16	
00105	SUPER SAVER				
04/07/2020	INVOICE	110782	FOOD AND GLOVES	18.42	
			Total:	18.42	
			Net of 1 Invoices / 0 Checks	18.42	
10271	THE HOME DEPOT PRO				
04/07/2020	INVOICE	538510835	CLEANING SUPPLIES	48.75	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	48.75	
			Net of 1 Invoices / 0 Checks	48.75	
10326	THE LIFEGUARD STORE				
04/07/2020	INVOICE	INV965374	SWIM SUPPLIES, LANYARDS	475.06	
04/07/2020	INVOICE	INV968693	UNIFORMS	940.00	
			Total:	1,415.06	
			Net of 2 Invoices / 0 Checks	1,415.06	
03128	TIRE OUTLET INC				
04/07/2020	INVOICE	172647	LOADER TIRE REPAIRS	120.00	
04/07/2020	INVOICE	172749	TIRE REPAIR	5.00	
04/07/2020	INVOICE	172785	TIRE REPAIRS	60.00	
04/07/2020	INVOICE	172789	TIRE REPAIRS	120.00	
04/07/2020	INVOICE	163963	TIRE REPAIR	30.00	
04/07/2020	INVOICE	163968	TIRE REPAIR	30.00	
04/07/2020	INVOICE	163979	USED TIRES FOR TRAILERS	260.00	
04/07/2020	INVOICE	163980	TIRE REPAIR	30.00	
04/07/2020	INVOICE	163994	3 REPAIRS	90.00	
			Total:	745.00	
			Net of 9 Invoices / 0 Checks	745.00	
01564	TOOLEY DRUG				
04/07/2020	INVOICE	00931054 05	THERMOMETER	19.19	
			Total:	19.19	
			Net of 1 Invoices / 0 Checks	19.19	
00550	TRUCK CENTER COMPANIES				
04/07/2020	INVOICE	121075	CUMMINS ENGINE MAINTENANCE	1,157.65	
04/07/2020	INVOICE	213887J	FUEL FILTER	48.36	
04/07/2020	INVOICE	121058	PASSENGER SIDE WINDOW	457.66	
04/07/2020	INVOICE	213857J	LED TAILLIGHT FOR MOWER	15.49	
04/07/2020	INVOICE	214079J	PARTS	37.76	
04/07/2020	INVOICE	214109J	TRUCK 74A PARTS	56.34	
04/07/2020	INVOICE	121170	PIERCE FIRE TRUCK	168.09	
04/07/2020	INVOICE	214355J	STOCK PARTS FOR TRANSFER STATION	130.88	
04/07/2020	INVOICE	121159	MEDIC 1 MAINTENANCE	44.51	
04/07/2020	INVOICE	121122	SPARTAN FIRE TRUCK MAINTENANCE	270.88	
			Total:	2,387.62	
			Net of 10 Invoices / 0 Checks	2,387.62	
00100	U & I SANITATION				
04/07/2020	INVOICE	8628-349	GARBAGE SERVICE	85.00	
04/07/2020	INVOICE	8628-254	MARCH GARBAGE SERVICE	49.50	
			Total:	134.50	
			Net of 2 Invoices / 0 Checks	134.50	
03290	ULTRA GRAPHICS				
04/07/2020	INVOICE	843-46668	QR SCORE SHEETS	402.61	
04/07/2020	INVOICE	842-46647	PACE CARDS	216.21	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	618.82	
			Net of 2 Invoices / 0 Checks	618.82	
00289 04/07/2020	UNION PACIFIC RAILROAD CO INVOICE	90094851	CONTRACT WO47005/12AVE VIADUCT	569.57	
			Total:	569.57	
			Net of 1 Invoices / 0 Checks	569.57	
00298 04/07/2020	UPS STORE INVOICE	820750884829318835	CUSTOM PRINTING/BUILDING PROJECT	198.00	
			Total:	198.00	
			Net of 1 Invoices / 0 Checks	198.00	
03294 04/07/2020	USA BLUE BOOK INVOICE	181099	GLOVES	213.25	
			Total:	213.25	
			Net of 1 Invoices / 0 Checks	213.25	
02045 04/07/2020 04/07/2020	VAN WALL EQUIPMENT INC INVOICE INVOICE	10057366 10056198	PARTS PARTS	400.31 521.44	
			Total:	921.75	
			Net of 2 Invoices / 0 Checks	921.75	
01181 04/07/2020	VERIZON WIRELESS INVOICE	9851385628	CELL PHONE CHARGES 3/27-4/26/20	1,814.47	
			Total:	1,814.47	
			Net of 1 Invoices / 0 Checks	1,814.47	
10362 04/07/2020	VIP SOLUTIONS LLC INVOICE	1508	STEP TREAD, WHEELS	745.00	
			Total:	745.00	
			Net of 1 Invoices / 0 Checks	745.00	
03298 04/07/2020 04/07/2020	VOLUNTEER FIRE DEPARTMENT INVOICE INVOICE	021320VFD 8952-26	POSTAGE FOR CERTIFIED LETTERS/VFD HOOKS/BISSEL FEB PRACT-SMALL HOUSE CAKES	20.50 179.00	
			Total:	199.50	
			Net of 2 Invoices / 0 Checks	199.50	
10355 04/07/2020	WACHA, DANIELLE INVOICE	557899	REFUND FOR CANCELLED SESSION/BLAKE WACHA	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
10380 04/07/2020	WAGNER, DOUG INVOICE	033120GOLF	THRESHOLD/BASEBOARDS	97.18	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	97.18	
			Net of 1 Invoices / 0 Checks	97.18	
03299	WALMART COMMUNITY/GEGRB				
04/07/2020	INVOICE	P927300E401PJ56F7	GIFT CARD/SWEDENBUIG RETIREMENT	200.00	
04/07/2020	INVOICE	P927300RH01V7SM2A	INK CARTRIDGE/SUPPLIES	154.52	
04/07/2020	INVOICE	P927300E901RZLPKJ	PROGRAM SUPPLIES	34.82	
04/07/2020	INVOICE	P927300EJ01VGSJQF	MATERIALS/SUPPLIES	56.94	
04/07/2020	INVOICE	P927300EL00YARNNG	CLEANING SUPPLIES	56.06	
04/07/2020	INVOICE	P927300EV010FYWNR	PAPER TOWELS AND KLEENEX	26.28	
04/07/2020	INVOICE	P927300EM00YHZHVK	PADLOCK, CUPS, CLEANING SUPPLIES	93.46	
04/07/2020	INVOICE	P927300E001NJD6WT	SUPPLIES	13.18	
04/07/2020	INVOICE	P927300EJ01VF44TL	SUPPLIES	47.06	
			Total:	682.32	
			Net of 9 Invoices / 0 Checks	682.32	
02708	WELLNESS PARTNERS LLC				
04/07/2020	INVOICE	4016	APRIL NEWSLETTER	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
03302	WEMHOFF REFRIGERATION INC				
04/07/2020	INVOICE	13260	ICE MACHINE MAINTENANCE	139.75	
04/07/2020	INVOICE	13262	2 DR COOLER MAINTENANCE	635.07	
			Total:	774.82	
			Net of 2 Invoices / 0 Checks	774.82	
00385	WEST POINT IMPLEMENT OF				
04/07/2020	INVOICE	I590406	TRACTOR SHREDDER WASHER	10.79	
			Total:	10.79	
			Net of 1 Invoices / 0 Checks	10.79	
02571	WILSON & COMPANY, INC				
04/07/2020	INVOICE	87933	23RD ST & HWY 30 CORRIDOR	11,913.00	
04/07/2020	INVOICE	88856	23RD ST COLUMBUS US HWY 30 CORRIDOR	16,497.95	
			Total:	28,410.95	
			Net of 2 Invoices / 0 Checks	28,410.95	
02924	WISE SAFETY & ENVIRONMENTAL				
04/07/2020	INVOICE	1485003	PID LANMP ASSEMBLY	629.77	
04/07/2020	INVOICE	1480957	HAZMAT SUPPLIES	546.64	
			Total:	1,176.41	
			Net of 2 Invoices / 0 Checks	1,176.41	
03305	ZEE MEDICAL SERVICE				
04/07/2020	INVOICE	125-016918	FIRST AID SUPPLIES	29.85	
04/07/2020	INVOICE	125-016954	FIRST AID CABINET SUPPLIES	335.85	
			Total:	365.70	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	365.70	
00208 04/07/2020	ZOLL MEDICAL CORPORATION INVOICE	3033686	MEDICAL SUPPLIES	376.92	
			Total:	376.92	
			Net of 1 Invoices / 0 Checks	376.92	
			invoices and 0 checks for 160 vendors:	1,941,753.78	

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, April 6, 2020, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a retail liquor license for Columbus Lodging, LLC dba Hampton Inn & Suites, 3536 23 Street, Columbus, Nebraska, and at said time and place you may appear and be heard.

City of Columbus, Nebraska  
BY: Janelle Kline  
City Clerk

Publish 03:26:20  
Two Affidavits of Publication

LIQUOR APPLICATION REPORTS  
ENGINEER'S REPORT

DATE: March 5, 2020

DUE DATE: April 6, 2020

Applicant: Hampton Inn & Suites

Address: 3536 23 Street, Columbus, NE 68601

Legal Description: Lot 2 Legacy Square Subdivision A Subdivision of Lots 1 & 2 Blk A  
Randall 3<sup>rd</sup> 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 C

Existing Zoning: B-2

Existing Land Use: Business/Residential

Adjacent Land Use and Zoning:

North: B-2

South: B-2

East: B-2

West: B-2

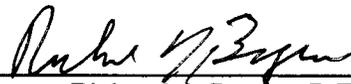
General Neighborhood/Area Land Uses: Commercial

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): 23<sup>rd</sup> Street / US Hwy 81

Street Width and Profile: 65' wide five lane undivided

Speed Limit: 35 mph

Average Daily Traffic Count: 14,055



Richard J. Bogus, P.E.  
City Engineer



# 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 SHERER, CHIEF OF POLICE 

DATE: MARCH 24, 2020

SUBJECT: LIQUOR LICENSE APPLICATION  
COLUMBUS LODGING, LLC dba HAMPTON INN & SUITES  
3536 23<sup>RD</sup> STREET  
COLUMBUS, NEBRASKA 68601

OWNER/MANAGER: MIKE WORKS & KELLY WORKS

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. Adequate 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:

The existing liquor licenses in the area include one to the east; Super Saver Grocery Store, and one to the west; Bo's West Bar and Grill.

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. The sale of beer will be available in the marketplace store front inside the lobby of the hotel.

- 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 either applicant; Mike Works or Kelly Works.

- 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 governing 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 will be no 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:

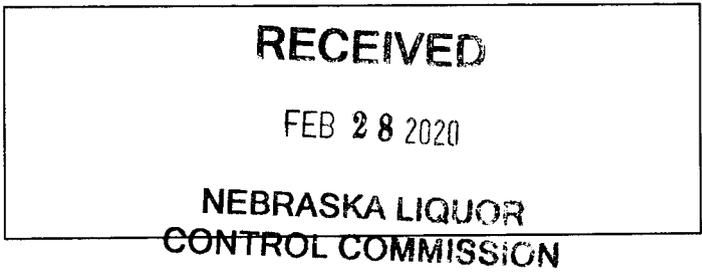
Activities will not create unreasonable noise.

- 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.

**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) Hampton Inn & Suites

Street Address #1 3620 W 23rd

Street Address #2 \_\_\_\_\_

City Columbus County Platte Zip Code 68601

Premises Telephone number (402) 895-2900

Business e-mail address gk@nightcapmanagement.com

Is this location inside the city/village corporate limits: YES x NO \_\_\_\_\_

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

Name Nightcap Hospitality

Street Address #1 1000 O St #102

Street Address #2 \_\_\_\_\_

City Lincoln State NE Zip Code 68508

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

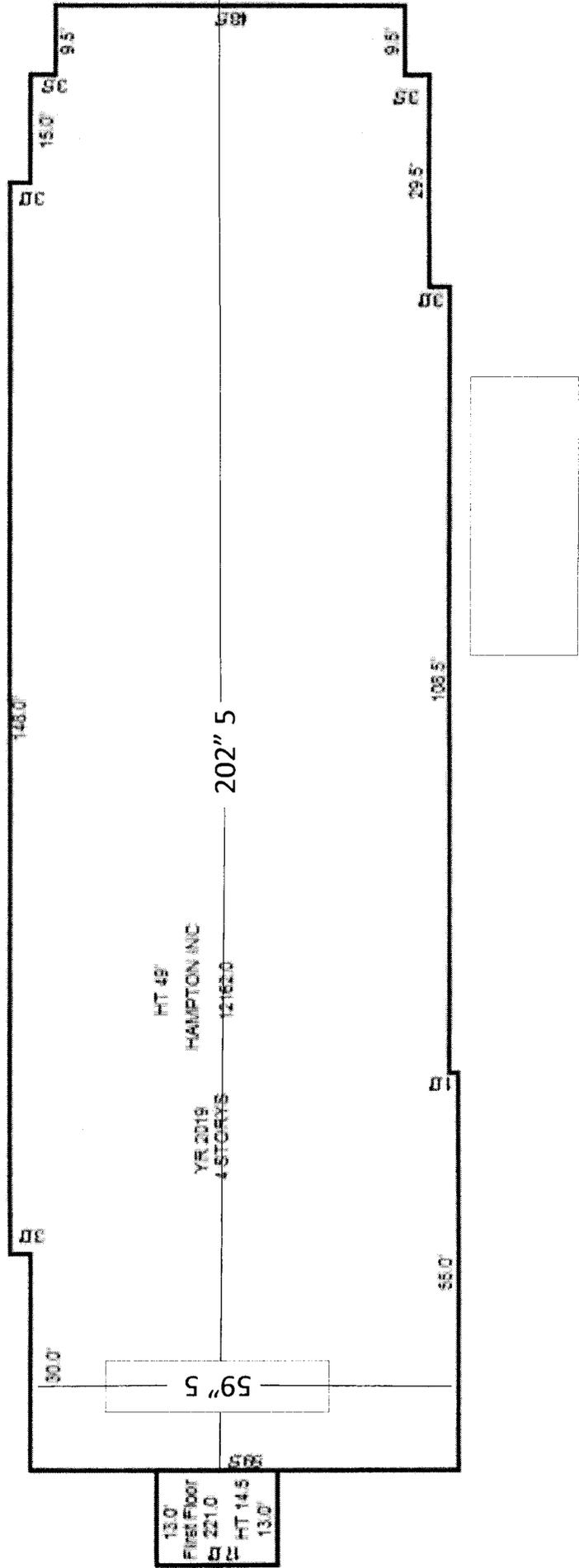
**READ CAREFULLY**

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 202' 5" x width 59' 5" in feet  
Is there a basement? Yes \_\_\_\_\_ No x If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet  
Is there an outdoor area? Yes x No \_\_\_\_\_ If yes, length 12 x width 6 in feet

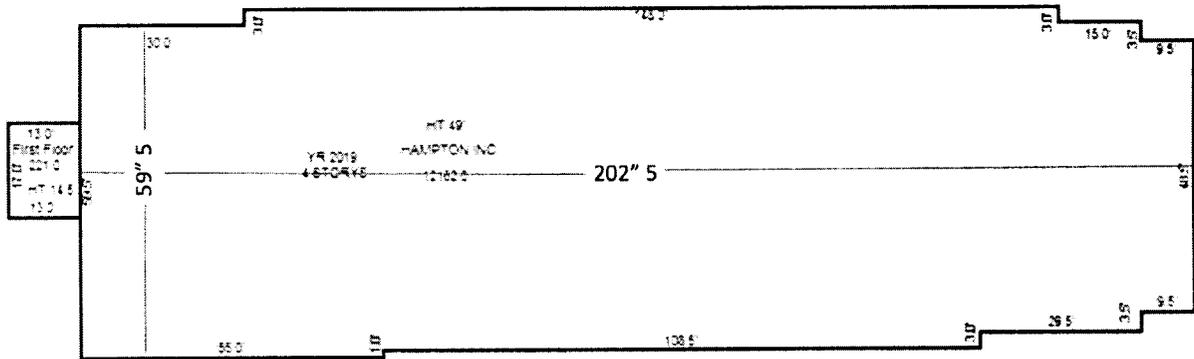
PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



# COLUMBUS LODGING, LLC

1000 O St #102  
Lincoln, NE 68508  
(402) 416-3522 \* (402) 328-2824

The Hampton Inn & Suites is a four story building with a pool, fitness, breakfast area, and small outdoor patio. The patio is around back of the property and completely fenced in. The property also has a porte cochere out front. The diagram is shown below.



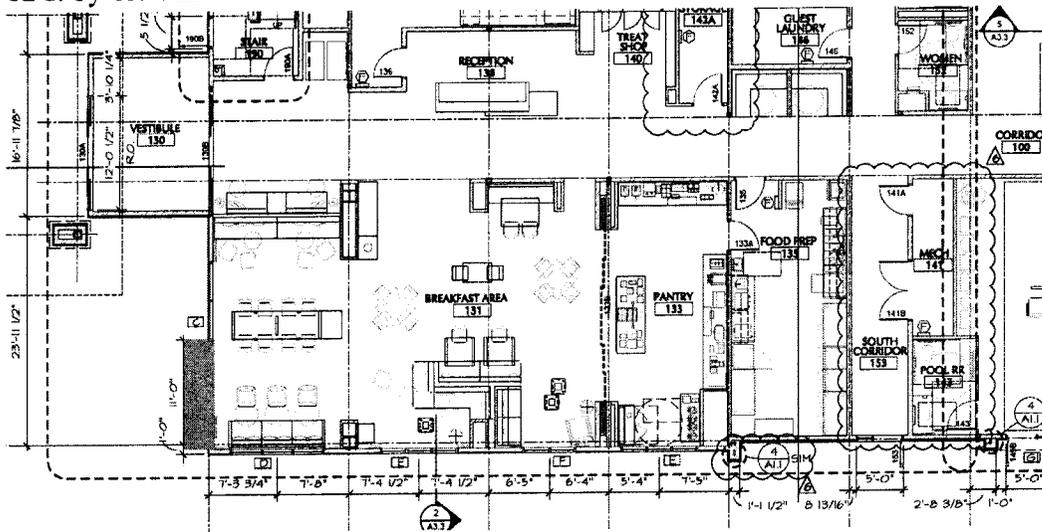
The property has identical dimensions on each floor. The property has 80 rooms.

# Burmeister, Tracy

**From:** Conner Works <connerworks22@gmail.com>  
**Sent:** Wednesday, March 4, 2020 8:52 AM  
**To:** Burmeister, Tracy  
**Cc:** conner@nightcapmanagement.com  
**Subject:** Re: COLUMBUS HAMPTON INN AND SUITES

Tracy, here is Columbus.

THanks  
12 ft by 6ft 4 inch



On Tue, Mar 3, 2020 at 8:03 AM Burmeister, Tracy <tracy.burmeister@nebraska.gov> wrote:

CONNER,

I need the measurements for the outside areas on this property before I can send out to the city and enforcement.

I just need the length and width in feet.

Thank You,

Tracy Burmeister

Licensing Division

Nebraska Liquor Control Commission

COLUMBUS LODGING, LLC

1000 O St #102

Lincoln, NE 68508

(402) 416-3522 \* (402) 328-2824

Legal Description:

LOT 2 LEGACY SQUARE SUBDIVISION A SD OF LOTS 1 & 2 BLK A RANDALL 3<sup>RD</sup> ADD.

**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.

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

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

YES  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 \_\_\_\_\_

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

YES  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  NO

If yes, list the lender(s) Cornhusker Bank, Bank Of the Valley

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES  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  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  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  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.

**Mike Works, Justin Hernandez, Scott Brown, Rob Luellen**

---

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.

**See Attached**

**IN RE: COLOMBUS LODGING, LLC APPLICATION FOR LIQUOR LICENSE**

**FORM 100 – RESPONSE TO QUESTION 11**

Applicant is a former member of DMK Investments, LLC d/b/a Holiday Inn Downtown Omaha; LNK Lodging, LLC d/b/a Holiday Inn Express & Suites Lincoln Airport; and Tamarin Lodging, LLC d/b/a Holiday Inn Lincoln Southwest all licensed establishments. He sold his interest in said companies in 2012.

License No.	Licensee Name
	Alliance Lodging, LLC- Holiday Inn Express Alliance, NE
	Holiday Park Hotel, Chanute, Kansas
	Chadron Hospitality, LLC- Holiday Inn Express Chadron, NE
#82018	LNK Lodging, LLC d/b/a Holiday Inn Express & Suites Lincoln Airport
	Yager Hospitality, LLC- Fairfield Inn & Suites Fremont, NE
#87982	Tamarin Lodging, LLC d/b/a Holiday Inn Lincoln Southwest (formerly Aura, Inc. d/b/a Aura Restaurant & Bar)
#99259	DMK Union General Partnership d/b/a Holiday Inn Downtown Omaha (DMK Investments & Kirt Partners)
#118813	Royal Motels, Inc. d/b/a Holiday Inn Express – West Dodge 8736 West Dodge Rd. Omaha, NE 68114
	Southport Lodging, LLC- Hampton Inn La Vista, NE
#116266	SDL, LLC d/b/a Hampton Inn and Suites 1055 W Bond St. Lincoln, NE 68521

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)
Mike Works	5/31/16	Responsible Beverage Service Training

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Mike Works/Manager		Yager Hospitality, LLC/Chadron Hospitality, LLC
		Royal Motels Inc./ Alliance Lodging, LLC
		Southport Lodging, LLC

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? April 21, 2020

15. What will be the main nature of business? Hotel

16. What are the anticipated hours of operation? 24/7

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
Mike Works: Lincoln, NE	1995	Present	Kelly Works: Lincoln, NE	1995	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

*Mike Works*

Signature of Applicant

Mike Works

Print Name

*Mike Works*

Signature of Applicant

Mike Works

Print Name

*Kelly Works*

Signature of Spouse

Kelly Works

Print Name

*Kelly Works*

Signature of Spouse

Kelly Works

Print Name

ACKNOWLEDGEMENT

State of Nebraska

County of Lancaster

The foregoing instrument was acknowledged before me this

February 24, 2020

date

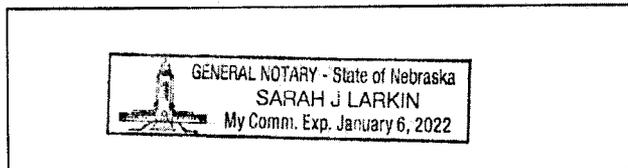
by

Mike Works & Kelly Works

name of person(s) acknowledged (individual(s) signing)

*Sarah J Larkin*

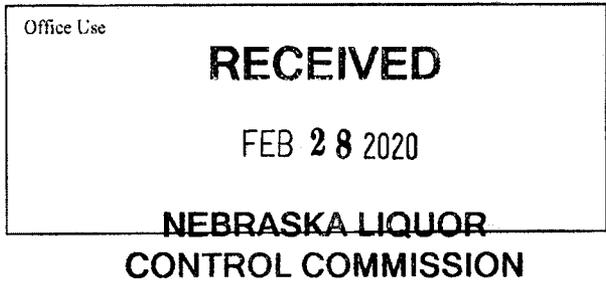
Notary Public signature



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  
LIMITED LIABILITY COMPANY (LLC)  
INSERT - FORM 3b**

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](http://www.lcc.nebraska.gov)



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Mike Works

Name of Limited Liability Company that will hold license as listed on the Articles of Organization  
Columbus Lodging, LLC

LLC Address: 100 O St #102

City: Lincoln State: NE Zip Code: 68508

LLC Phone Number: 402-416-3522 LLC Fax Number: \_\_\_\_\_

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Works First Name: Mike MI: A

Home Address: 6007 Norman Rd City: Lincoln

State: NE Zip Code: 68512 Home Phone Number: 402-416-3522

*Mike Works*

Signature of Managing/Contact Member

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Lancaster

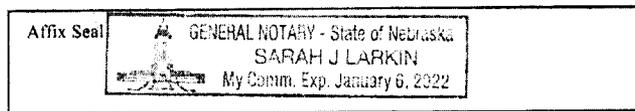
The foregoing instrument was acknowledged before me this

February 26, 2020

Date

by Mike Works  
name of person acknowledge

*Sarah J. Larkin*



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Nightcap Columbus, LLC First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 6%

---

Last Name: Quantum Lodging, LLC First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 28%

---

Last Name: Hughes First Name: Steven MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 9%

---

Last Name: Djel Ann Brown Revocable Trust First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 11%

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Belohrad First Name: Shane MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 6%

---

Last Name: Stokes First Name: Mark MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 6%

---

Last Name: Luebbe First Name: Wayne MI: D

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 5%

---

Last Name: Golden Thread Investments, LLC First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 4%

---

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Worcks First Name: Mike MI: A

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): Kelly Worcks

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation \_\_\_\_\_
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

---

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January 1

Ending Date: December 31

---

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. \_\_\_\_\_

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

## Nebraska Secretary of State

## COLUMBUS LODGING, LLC

Mon Mar 2 16:36:23 2020

**SOS Account Number**

10254267

**Status**

Active

**Principal Office Address**5600 S 59TH ST  
LINCOLN, NE 68516**Registered Agent and Office Address**MIKE WORKS  
1000 O ST #102  
LINCOLN, NE 68508**Designated Office Address**1000 O ST #102  
LINCOLN, NE 68508**Nature of Business**

Not Available

**Entity Type**Domestic LLC  
Qualifying State: NE**Date Filed**

Jan 02 2018

**Filed Documents**

Filed documents for COLUMBUS LODGING, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

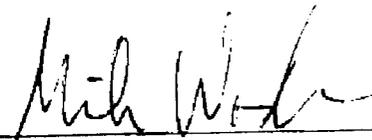
Document	Date Filed	Price	
Certificate of Organization	Jan 02 2018	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Record of Determination	Apr 06 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Administrative Dissolution	Jun 29 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Reinstatement	Jul 31 2019	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Statement of Change	Aug 08 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

**CERTIFICATE OF ORGANIZATION  
OF  
COLUMBUS LODGING, LLC**

The undersigned, desiring to form a limited liability company for the purposes hereinafter set forth, under and in conformity with the laws of the State of Nebraska, adopts the following Certificate of Organization:

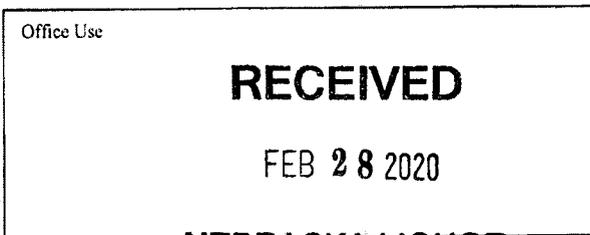
1. Name. The name of the limited liability company shall be Columbus Lodging, LLC (the "Company").
2. Initial Designated Office and Registered Agent. The street address of the designated office of the Company in Nebraska is: 5600 S. 59th St. Suite 201, Lincoln NE 68516. The name and street address of the Company's registered agent in Nebraska is Mike Works, 5600 S. 59th St. Suite 201, Lincoln NE 68516.
3. Purpose. The Company is organized to engage in any and all lawful business and to do any lawful act concerning any and all lawful business for which a limited liability company may be organized under the laws of Nebraska.

EXECUTED in duplicate original counterparts by the undersigned 28th day of December, 2017.

  
\_\_\_\_\_  
Mike Works, Organizer  
Address: 5600 S. 59th. St. Suite 201  
Lincoln, NE 68516

**APPLICATION FOR LIQUOR LICENSE  
LIMITED LIABILITY COMPANY (LLC)  
INSERT - FORM 3b**

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](http://www.lcc.nebraska.gov)



**NEBRASKA LIQUOR  
CONTROL COMMISSION**

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Mike Works

Name of Limited Liability Company that will hold license as listed on the Articles of Organization  
Columbus Lodging, LLC

LLC Address: 100 O St #102

City: Lincoln State: NE Zip Code: 68508

LLC Phone Number: 402-416-3522 LLC Fax Number: \_\_\_\_\_

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Works First Name: Mike MI: A

Home Address: 6007 Norman Rd City: Lincoln

State: NE Zip Code: 68512 Home Phone Number: 402-416-3522

Signature of Managing/Contact Member

**ACKNOWLEDGEMENT**

State of Nebraska

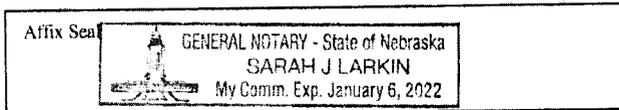
County of Lancaster

The foregoing instrument was acknowledged before me this

February 26, 2020

Date

by Mike Works  
name of person acknowledge



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: AJK Properties, LLC First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 10%

---

Last Name: Kalabhai First Name: Mike MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 10%

---

Last Name: NG HSP Columbus, LLC First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 5%

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation \_\_\_\_\_
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

---

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January 1 Ending Date: December 31

---

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. \_\_\_\_\_

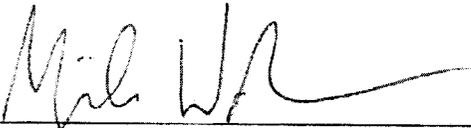
In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

**CERTIFICATE OF ORGANIZATION  
OF  
NIGHTCAP COLUMBUS, LLC**

The undersigned, desiring to form a limited liability company for the purposes hereinafter set forth, under and in conformity with the laws of the State of Nebraska, adopts the following Certificate of Organization:

1. Name. The name of the limited liability company shall be Nightcap Columbus, LLC (the "Company").
2. Initial Designated Office and Registered Agent. The street address of the designated office of the Company in Nebraska is: 5600 S 59<sup>th</sup> St. Suite 201, Lincoln NE 68516. The name and street address of the Company's registered agent in Nebraska is Mike Works, 5600 S 59<sup>th</sup> St. Suite 201, NE 68516.
3. Purpose. The Company is organized to engage in any and all lawful business and to do any lawful act concerning any and all lawful business for which a limited liability company may be organized under the laws of Nebraska.

EXECUTED in duplicate original counterparts by the undersigned 2nd day of February, 2018.

  
\_\_\_\_\_  
Mike Works, Organizer  
Address: 5600 S. 59<sup>th</sup> St. Suite 201  
Lincoln, NE 68516

Columbus

RECORDED & ENTERED  
BOOK 241 PAGE 570  
DEED  
2018 Nov 26 AM 10:32

Com	NS
C	CS
N	S

*[Handwritten Signature]*

REGISTER OF DEEDS  
PLATTE COUNTY, NE  
FEE \$ 10.00  
Simplifile -  
TitleCore National, LLC

NEBRASKA DOCUMENTARY  
STAMP TAX  
\$ 900.00  
Nov 26 2018

**WARRANTY DEED**

THE GRANTOR, WHO Development, LLC, a Nebraska limited liability company in consideration of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys to Columbus Lodging, LLC, a Nebraska Limited Liability Company, GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201) in Platte County, Nebraska;

Lot 2, Legacy Square Subdivision, a Subdivision of the City of Columbus as surveyed, platted and recorded in Platte County, Nebraska

THE GRANTOR covenants with 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, and subject to all regular taxes and special assessments;
- (2) Has legal power and lawful authority to convey the same; and
- (3) Warrants and will defend the title to the real estate against the lawful claims of all persons.

Date: November 14, 2018

WHO Development, LLC, a Nebraska limited liability company, Grantor

*[Handwritten Signature: Mike Works]*

By Mike Works, Manager

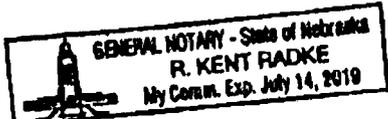
*[Handwritten Signature: Justin Hernandez]*

By Justin Hernandez, Manager

STATE OF NEBRASKA )  
                                          )  
COUNTY OF LANCASTER )ss.

The foregoing instrument was acknowledged before me on this 14 day of November, 2018 by Mike Works, Manager and Justin Hernandez, Manager of WHO Development, LLC, a Nebraska limited liability company. Mike Works and Justin Hernandez personally appeared before me, a General Notary Public for the State of Nebraska, and are either personally known to me or were identified by me through satisfactory evidence.

*[Handwritten Signature: R. Kent Radke]*  
Notary Public



34651C-18

# COLUMBUS LODGING, LLC

1000 O St #102

Lincoln, NE 68508

(402) 416-3522 \* (402) 328-2824

## BUSINESS PLAN:

Columbus Lodging, LLC intends to operate the Hampton Inn & Suites Columbus, Nebraska. As a part of the business, we will have a market that sells liquor off sale and an afternoon social several nights a week for our customers which will include serving alcohol.



# 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 SHERER, CHIEF OF POLICE 

DATE: MARCH 24, 2020

SUBJECT: LIQUOR LICENSE APPLICATION  
COLUMBUS LODGING, LLC dba HAMPTON INN & SUITES  
3536 23<sup>RD</sup> STREET  
COLUMBUS, NEBRASKA 68601

OWNER/MANAGER: MIKE WORKS & KELLY WORKS

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. Adequate 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:

The existing liquor licenses in the area include one to the east; Super Saver Grocery Store, and one to the west; Bo's West Bar and Grill.

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. The sale of beer will be available in the marketplace store front inside the lobby of the hotel.

- 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 either applicant; Mike Works or Kelly Works.

- 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 governing 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 will be no 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:

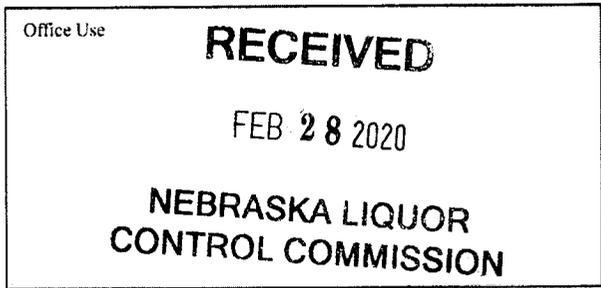
Activities will not create unreasonable noise.

- 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.

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: Columbus Lodging, LLC

**Premise information**

Liquor License Number: \_\_\_\_\_ Class Type \_\_\_\_\_ (if new application leave blank)

Premise Trade Name/DBA: Hampton Inn & Suites

Premise Street Address: 3620 W 23 St

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: (402) 895-2900

Premise Email address: gk@nightcapmanagement.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](#).

A handwritten signature in black ink that reads "Phil Ward".

**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)

**Manager's information must be completed below PLEASE PRINT CLEARLY**

Last Name: Works First Name: Mike MI: A  
Home Address: 6007 Norman Rd  
City: Lincoln County: Lancaster Zip Code: 68512  
Home Phone Number: 402-416-3522  
Driver's License Number & State: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Date Of Birth: \_\_\_\_\_ Place Of Birth: Lansing MI  
Email address: mike@nightcaphospitality.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: Works First Name: Kelly MI: S  
Social Security Number: \_\_\_\_\_  
Driver's License Number & State: \_\_\_\_\_  
Date Of Birth: \_\_\_\_\_ Place Of Birth: Lincoln, NE

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Lincoln, NE	2001	Present	Lincoln, NE	2001	Present

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1998	1999	Carpenter Enterprises	N/A	402-416-3522
1999	2018	Royal Motels, Inc	N/A	402-416-1645

**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
See Attached				

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

**IN RE: COLUMBUS LODGING, LLC APPLICATION FOR LIQUOR LICENSE**

**ATTACHMENT TO MANAGER APPLICATION RESPONSE TO QUESTION #1:**

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

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.

Name of Applicant	Date of Conviction	Where Convicted	Description of Charge	Disposition
Michael A. Works	9/12/1997	Seward County, NE	Speeding	Guilty plea by waiver
	10/30/1998	Sarpy County, NE	No Registration in Vehicle	Guilty plea by waiver
	9/4/2001	Gage County, NE	Travel on closed road	Guilty plea by waiver
	5/15/2001	Lincoln, NE	Speeding	Guilty plea by waiver
	9/17/2003	Lincoln, NE	Speeding	Guilty plea by waiver
	8/9/2006	Lincoln, NE	Speeding	Guilty plea by waiver
	5/15/2007	Lincoln, NE	No Operator's License	Guilty plea by waiver
	6/4/2008	Lincoln, NE	Follow to Close	Guilty plea by waiver
	9/18/2008	Lincoln, NE	Speeding	Guilty plea by waiver
	10/9/15	Douglas County, NE	Speeding	Guilty plea by waiver
Kelly S. Works	8/24/2000	Lancaster County, NE	Speeding	Guilty plea by waiver
	6/20/2003	Lincoln, NE	Speeding	Guilty plea by waiver

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

\*NLCC Training Certificate Issued: 5/31/16 Name on Certificate: Mike Works

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Mike Works	5/31/16	Responsible Beverage Service Training

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Mike Works/Manager		Manages/ Develops Hotels across Nebraska
		See attached answer to question 2 showing other Liquor Licenses.

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.

Mike Work Signature of Manager Applicant  
Kelley Work Signature of Spouse

**ACKNOWLEDGEMENT**

State of Nebraska

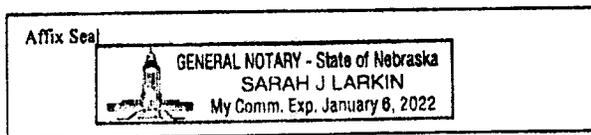
County of Lancaster

The foregoing instrument was acknowledged before me this

February 26, 2020 date

by Mike Work & Kelly Work NAME OF PERSON BEING ACKNOWLEDGED

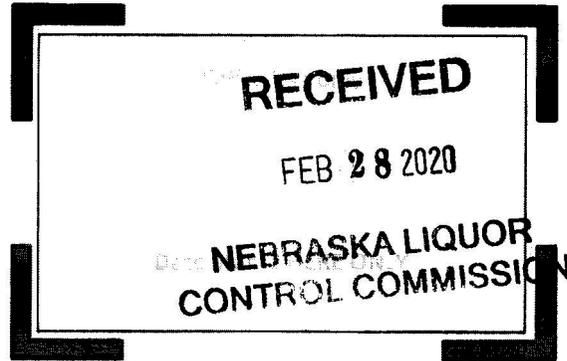
Sarah J. Larkin  
Notary Public signature



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](http://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 12<sup>th</sup> 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: Columbus Lodging, LLC

Name of Person Bring Fingerprinted: Mike Works

Date of Birth: \_\_\_\_\_ Last 4 SSN: \_\_\_\_\_ Date fingerprints were taken: 8/19/18

Location where fingerprints were taken: Lincoln, 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

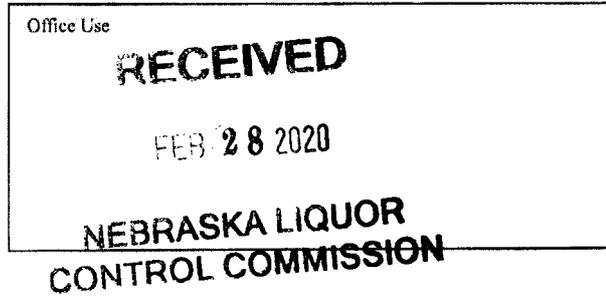
*Phil Works*

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.

Kelly Works  
Signature of **NON-PARTICIPATING SPOUSE**  
**Kelly Works**  
Print Name

Mike Works  
Signature of **APPLICANT**  
**Mike Works**  
Print Name

State of Nebraska, County of Lancaster

State of Nebraska, County of Lancaster

The foregoing instrument was acknowledged before me  
this February 26, 2020 (date)

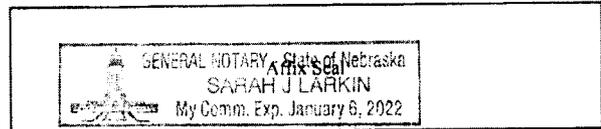
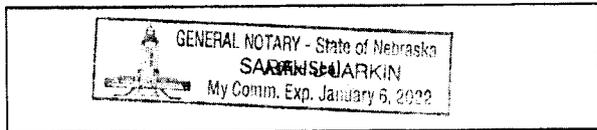
The foregoing instrument was acknowledged before me  
this February 24, 2020 (date)

by Kelly Works  
Name of person acknowledged  
(Individual signing document)

by Mike Works  
Name of person acknowledged  
(Individual signing document)

Sarah J Larkin  
Notary Public Signature

Sarah J Larkin  
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.

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, April 6, 2020, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a retail liquor license for City of Columbus Nebraska dba Van Berg Golf Course, 560 Van Berg Drive, Columbus, Nebraska, and at said time and place you may appear and be heard.

City of Columbus, Nebraska  
BY: Janelle Kline  
City Clerk

Publish 03:26:20  
Two Affidavits of Publication

LIQUOR APPLICATION REPORTS  
ENGINEER'S REPORT

DATE: March 17, 2020

DUE DATE: April 6, 2020

Applicant: City of Columbus dba VanBerg Golf Course

Address: 560 Van Berg Drive, Columbus, NE 68601

Legal Description: See Application

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 I

Existing Zoning: R-1

Existing Land Use: Golf Course

Adjacent Land Use and Zoning:

North: ML – Sale Barn/Cropland

South: Loup River

East: R-1 Park

West: R-1 Residential

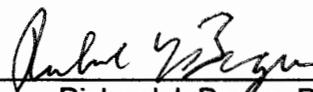
General Neighborhood/Area Land Uses: Park/Golf Course

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway):

Street Width and Profile: 24' Feet – Concrete, Rural Section with earthen shoulders

Speed Limit: 25 mph

Average Daily Traffic Count: Estimated 250



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Richard J. Bogus, P.E.  
City Engineer



# 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 SHERER, CHIEF OF POLICE 

DATE: MARCH 31, 2020

SUBJECT: LIQUOR LICENSE MODIFICATION  
FROM CLASS "A" LICENSE/BEER ONLY-ON SALE TO  
CLASS "I" LICENSE/BEER, WINE, AND DISTILLED SPIRITS  
VAN BERG GOLF COURSE  
3368 8<sup>TH</sup> STREET  
COLUMBUS, NEBRASKA

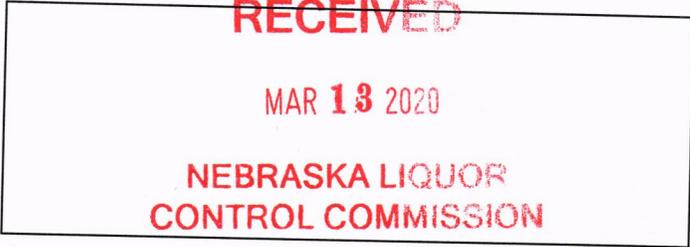
MANAGER:  
DOUGLAS DUNBAR  
DOB: 11/10/1959  
107 S 7<sup>TH</sup> AVENUE  
COLUMBUS, NEBRASKA

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

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

**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**

- 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) Van Berg Golf Course

Street Address #1 560 Van Berg Drive

Street Address #2 \_\_\_\_\_

City Columbus

County Platte

10

Zip Code 68601

Premises Telephone number 402-564-0761

Business e-mail address cclerk@columbusne.us

Is this location inside the city/village corporate limits:

YES

x

NO

\_\_\_\_\_

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

Name City of Columbus

Street Address #1 PO Box 1677

Street Address #2 \_\_\_\_\_

City Columbus

State NE

Zip Code 68602-1677

**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 78 x width 54 in feet

Is there a basement? Yes \_\_\_\_\_ No x

If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

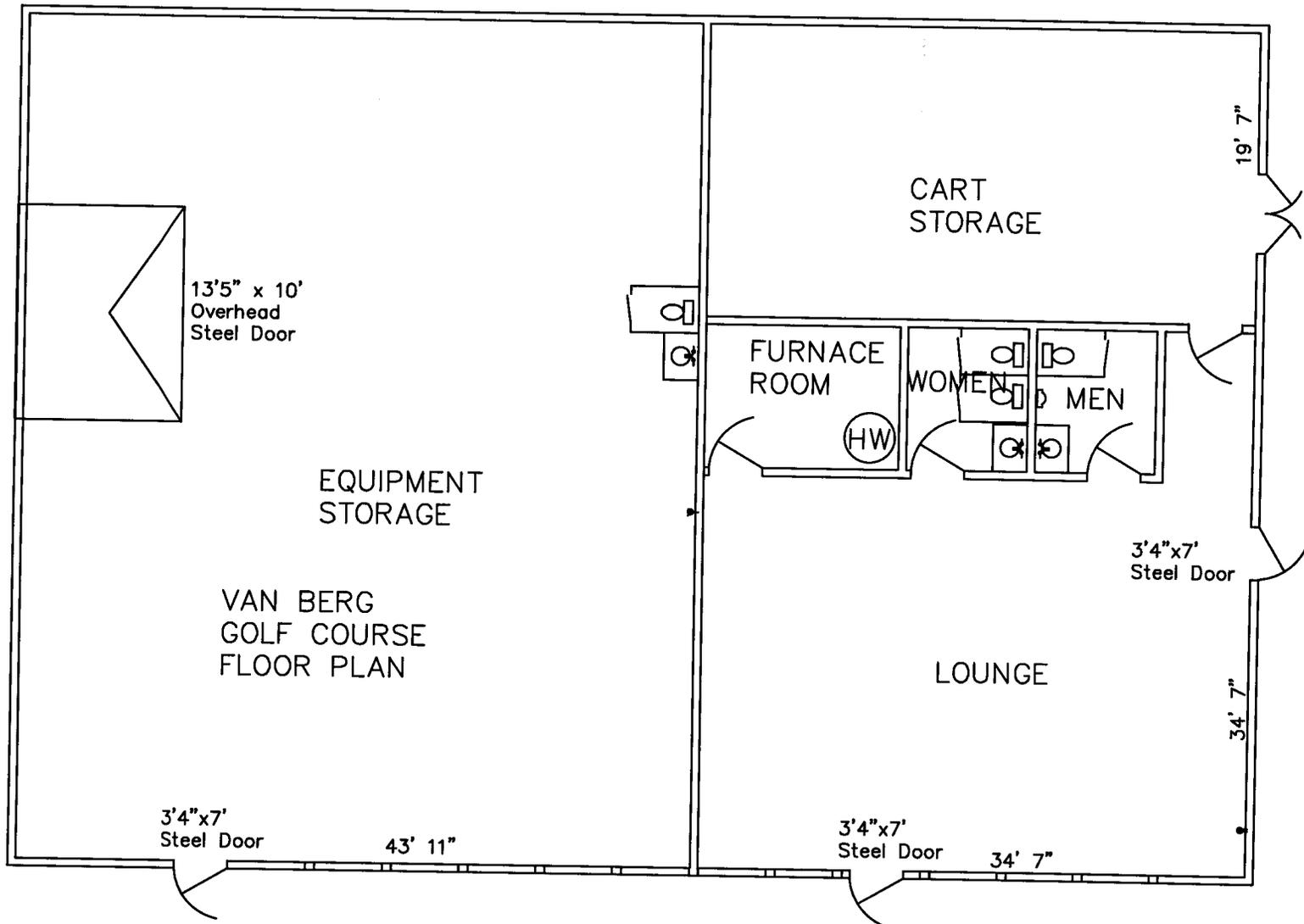
Is there an outdoor area? Yes x No \_\_\_\_\_

If yes, length 2705 x width 1326 in feet

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

Licensed area includes clubhouse and entire golf course  
see attached

*One story bldg approx 78 x 54 including a  
Club-house and entire golf course approx  
2705 + 1326*



DRAPER'S OUTLOTS

UP'RR

APR 29 1992 PARKSIDE

OUTLOT NO 6

OUTLOT NO 3

RICKLY'S SUB DIVISION

24

ACC



VAN BERG MEMORIAL GOLF COURSE

Club House

PAWNEE

PARK

PAWNEE PLAZA SUBDIVISION

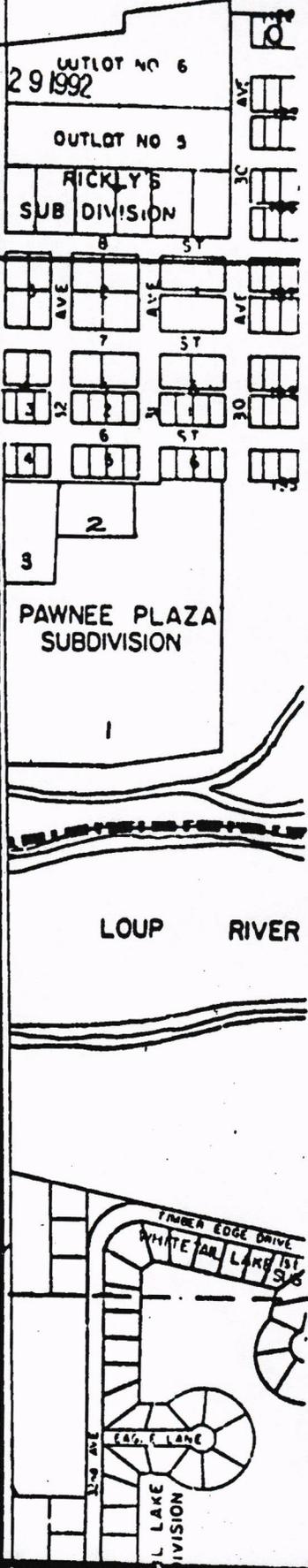
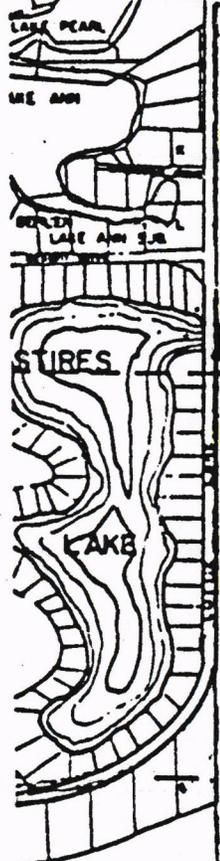
LOUP RIVER

VAN BERG PARK GOLF COURSE BLDG.

92-12 108

WHITETAIL LAKE 2nd SUBDIVISION

25



**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.

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 Dunbar	07/2012	Butler County, NE	speeding	paid fine

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

YES  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 Van Berg Golf Course 040318

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

YES  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     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    \_\_\_\_\_ NO

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

**Douglas Dunbar, Golf Pro**

**No silent partners**

✓ 7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?  
\_\_\_\_\_ YES     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     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     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 National Bank & Trust Company-Columbus - Douglas Dunbar**

✓ 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.

City of Columbus Nebraska dba Quail Run Golf Course 041678; City of Columbus Nebraska dba Van Berg Golf Course 040318

- ✓ 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? already open - changing from Class A to Class I

- ✓ 15. What will be the main nature of business? public golf course

- ✓ 16. What are the anticipated hours of operation? 6:00 am - 1:00 am

- ✓ 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
James Bulkley - Columbus, NE	2009	present			
Douglas Dunbar - Columbus, NE	2009	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

  
\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

James Bulkley  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

ACKNOWLEDGEMENT

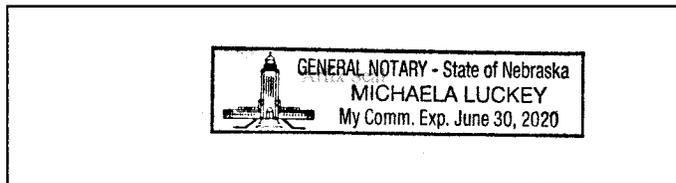
State of Nebraska  
County of Platte

The foregoing instrument was acknowledged before me this

March 11, 2020 <sup>date</sup>

by James Bulkley  
name of person(s) acknowledged (individual(s) signing)

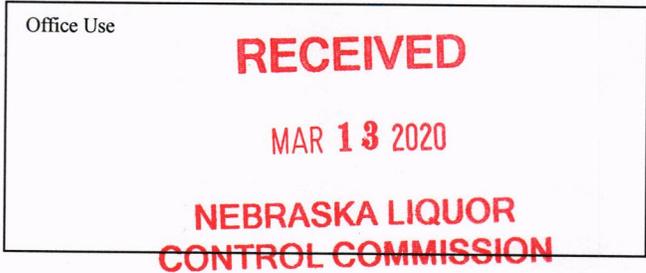
  
\_\_\_\_\_  
Notary Public signature



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 CORPORATION  
INSERT - FORM 3a**

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



Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License Form 100 (even if a spousal affidavit has been submitted)

**Attach copy of Articles of Incorporation**

Name of Registered Agent: Janelle Kline

**Name of Corporation that will hold license as listed on the Articles**

City of Columbus Nebraska

Corporation Address: 2424 14th Street

City: Columbus State: NE Zip Code: 68601

Corporation Phone Number: 402-562-4227 Fax Number 402-563-1380

Total Number of Corporation Shares Issued: \_\_\_\_\_

**Name and notarized signature of President/CEO (Information of president must be listed on following page)**

Last Name: Bulkley First Name: James MI: \_\_\_\_\_

Home Address: 85 Cottonwood Drive City: Columbus

State: NE Zip Code: 68601 Home Phone Number: 402-564-7423

*James Bulkley*  
Signature of President/CEO

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Platte

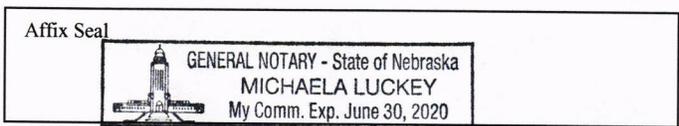
The foregoing instrument was acknowledged before me this

March 11, 2020

by James Bulkley  
name of person acknowledge

Date

*Michaela Luckey*



List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Bulkley First Name: James MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: Mayor Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): N/A

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: Kline First Name: Janelle MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: City Clerk Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): N/A

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: Vasicek First Name: Tara MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: City Administrator Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): N/A

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Is the applying corporation controlled by another corporation/company?

YES

NO

If yes, complete controlling corporation insert form 185

---

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: January

Ending Date: December

---

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID # 47-6006144

**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**  
**MAR 13 2020**  
**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

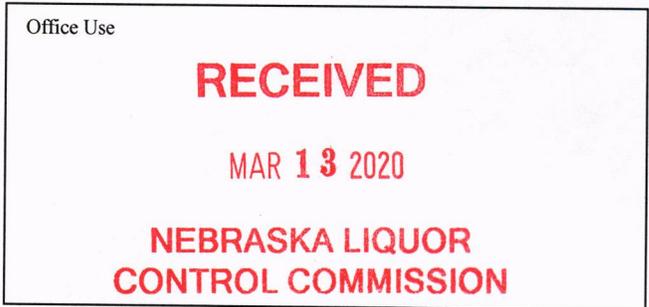
Spouse who **will** participate in the business, the **spouse must:**

- 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

BARCODE

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: City of Columbus Nebraska

**Premise information**

Liquor License Number: \_\_\_\_\_ Class Type \_\_\_\_\_ (if new application leave blank)

Premise Trade Name/DBA: Van Berg Golf Course

Premise Street Address: 560 Van Berg Drive

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402-564-0761

Premise Email address: golfpro@columbusne.us

**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: Dunbar First Name: Douglas MI: \_\_\_\_\_

Home Address: 107 S 7th Avenue

City: Columbus County: Platte Zip Code: 68601

Home Phone Number: 402-276-3436

Driver's License Number & State: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: Benton, IL

Email address: golfpro@columbusne.us

**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: N/A 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	2009	present			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2006	present	City of Columbus	Tara Vasicek	402-562-4233
2004	2006	Kokopelli Golf Club	Glen Watts	618-997-5656

**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
Douglas Dunbar	07/2012	Butler County, NE	speeding	paid fine

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):**

Quail Run Golf Course & Van Berg Golf Course

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:
Douglas Dunbar/General Manager	1997-1999	Greenview Golf Club - Centralia, IL
Douglas Dunbar/General Manager	2000-2004	Meadow Woods Country Club - Centralia, IL
Douglas Dunbar/General Manager	2004-2006	Kokopelli Golf Club - Marion, IL
Douglas Dunbar/General Manager	2006-present	Quail Run Golf Course - 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.

**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.

*Douglas Dunbar*  
\_\_\_\_\_  
Signature of Manager Applicant

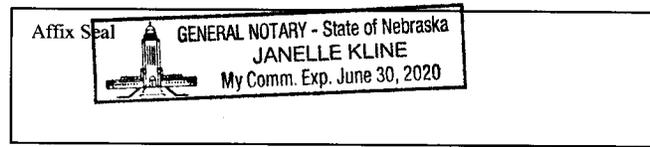
\_\_\_\_\_  
Signature of Spouse

ACKNOWLEDGEMENT

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

March 11, 2020 date by Douglas Dunbar  
NAME OF PERSON BEING ACKNOWLEDGED

*Janelle Kline*  
\_\_\_\_\_  
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.

**CERTIFICATE OF REGISTRATION**

STATE OF NEBRASKA }  
PLATTE COUNTY } SS

I, Connie J. Sebourn Election Commissioner; Platte County, Nebraska,

Do hereby certify that the Voter Registration Register of said County, shows the following facts:

Date of Registration: 6-14-2006 Precinct: 1A

Name: Douglas Dunbar, Address: 107 S. 7<sup>th</sup> Ave, Columbus, NE 68601

Date of Birth: 11-10-1959, Party Affiliation: Nonpartisan

Remarks: \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand officially at Columbus, Nebraska,

This 26th, day of February, 2020



Connie J. Sebourn

Election Commissioner

Douglas Dunbar

Signature of Registrant

**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](http://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 12<sup>th</sup> 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: Van Berg Golf Course

Name of Person Bring Fingerprinted: Douglas Dunbar

Date of Birth: 11/10/1959 Last 4 SSN: 4396 Date fingerprints were taken: 2/26/2020

Location where fingerprints were taken: Columbus Police Department - Columbus, NE

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # 3315

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

Douglas Dunbar  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



The City of

*Business Plan*  
**Columbus**

**PUBLIC PROPERTY DEPARTMENT**

Director (402) 562-4240

Fax (402) 562-4265

March 11, 2020

Liquor Commission staff,

In regards to distribution of alcohol at Van Berg Golf Course, There is a bar, coolers and ice machine in the pro shop area of golf course building. Usually one employee works the pro shop area unless we would have a large outing which would require additional help. Golf course staff will serve drinks from behind the bar. Patrons are not allowed behind the bar and have no access to coolers, beer or liquor.

During large events, we incorporate a golf cart with special equipment to serve drinks to golfers on the course.

We order product from vendors that supply and deliver usually on a weekly basis depending on the number of patrons that we have.

Thank you for your consideration

Sincerely,

Douglas A. Moore  
Public Property Director

NEBRASKA DOCUMENTARY.  
STAMP TAX

APR 29 1969

NOV 28 1969

Executed BY *M. H. Van Berg*

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that MARION H. VAN BERG, widower, as a gift to the City of Columbus, Platte County, Nebraska, does hereby grant and convey unto the City of Columbus, the following described premises situated in the County of Platte and State of Nebraska, to-wit:

All that part of Lot Two (2), also known as the West Half of the Northeast Quarter (W-1/2 NE-1/4), of Section Twenty-five (25), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, described as follows: beginning at the northeast corner of said Lot 2, running thence southwesterly 1148 feet to point 460 feet west of a point 1055 feet south of the northeast corner of said Lot 2; thence in a southerly direction bearing slightly east to a point 405 feet west of a point 1700 feet south of the northeast corner of said Lot 2; thence in a southeasterly direction to a point 344 feet west of a point 1900 feet south of the northeast corner of said Lot 2; thence continuing southeasterly to a point 265 feet west of a point 2100 feet south of the northeast corner of said Lot 2; thence continuing southeasterly parallel to the Loup River Bridge, to the bank of the Loup River; thence following the bank of the Loup River in a westerly direction (bearing south) to the west line of said Lot 2; thence north along the said west line to the northwest corner of said Lot 2; thence along the north line of said Lot 2 to the place of beginning, less the right-of-way of the County highway running along the east side of the above-described tract and known as the "Lincoln Highway". This description is intended to cover all the part of Lot 2 not heretofore sold for County road and bridge purposes or deeded to Alice E. Munroe, et al, and includes all accretions to the above-described property,

together with all the tenements, hereditaments and appurtenances thereunto belonging, and all the estate, right, title, interest, claim or demand whatsoever of the said MARION H. VAN BERG, of, in or to the same, or any part thereof, reserving, however, to Grantor, his heirs, successors and assigns, all of the present interest of Grantor in and to all oil, gas and other minerals of every kind and character in, on or under the tract of real estate herein conveyed. This conveyance is given subject, however, to the following conditions, namely, that the Grantee name the real estate herein conveyed,

VAN BERG PARK & GOLF COURSE

92-12 1091

APR 29 1992

and that Grantee, at its expense, shall erect an arch, of a permanent type of construction, the pillars of which shall be stone or brick and wide enough to allow the arch to span a vehicular entrance to said tract, the arch to bear the name above set forth, and the design and construction of the pillars and arch and plaque hereinafter described to be subject to the approval of Grantor or his Executor and to be located in the extreme northeast corner of the tract herein deeded; that a plaque shall be affixed to one of the pillars supporting the arch, which plaque shall read:

These Grounds  
Presented as a Gift  
to the  
City of Columbus  
by

Viola M. and Marion H. Van Berg  
October 25, 1969

and that said arch shall be erected as promptly as is reasonably practicable following the acceptance of this deed by Grantee; and that said Grantee shall use said real estate for golf course purposes or park purposes or either or both of such purposes, and shall keep and preserve said real estate through proper maintenance, including fences and the painting thereof, and new plantings so that the maintenance and landscaping of such area shall at least be up to the standard maintained in cities the size of Columbus, located within the State of Nebraska, and as a minimum a standard of maintenance and landscaping that shall not be a lesser standard than is now reflected by the present condition of the tract.

In the event the Grantee fails to erect said pillars and arch, or fails to name said grounds, or fails to affix said plaque, or fails or ceases to use the real estate for the purposes herein provided, or fails to maintain and landscape said grounds as above provided, then the title and right to possession of the real estate herein deeded shall revert to Grantor if living, if deceased to and among such persons as shall constitute Grantor's heirs at law, determining such heirs and their respective shares in accordance with and in the proportions provided by the Intestate Inheritance Law of the State of Nebraska relating to the descent of real property as such law is worded on the date of the execution of this Deed.

APR 29 1969

TO HAVE AND TO HOLD the above-described premises unto the City of Columbus and said Grantor hereby covenants that said premises are free and clear of all liens and encumbrances except any unpaid taxes or special assessments, and Grantor does hereby covenant to WARRANT AND DEFEND the title to said premises against the lawful claims of all persons claiming by, through, or under him, and against no other claims or demands, reserving to Grantor the oil, gas and mineral rights as above set forth and reserving to himself and his heirs, however, the reverter provisions in this instrument contained.

IN WITNESS WHEREOF, Grantor has set his hand this 23 day of October, 1969.

Marion H. Van Berg  
Marion H. Van Berg

STATE OF ILLINOIS } ss.  
COUNTY OF COOK }

On this 23 day of October, 1969, before me, a Notary Public in and for said County, personally came the above-named MARION H. VAN BERG, a widower, who is personally known to me to be the identical person whose name is affixed to the above instrument as Grantor, and he acknowledged said instrument to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

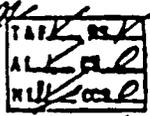
Gloria Murphy

(GLORIA MURPHY NOTARY PUBLIC SEAL COOK COUNTY, ILL.  
My Commission expires the 30 day of June



STATE OF NEBRASKA } ss.  
Platte County }

Entered in Numerical Index and Filed for Record in the Recorder's Office of said County this 28th day of November, A. D. 1969 at 11:30 o'clock A. M.



Fee \$4.75  
Del. - Leo Boettcher  
City Clerk  
City

Recorded in Book 145 of Deeds Page

133 thereof

Katherine J. ... Register Deeds  
Deputy



# COLUMBUS POLICE DEPARTMENT

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

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

FROM: CHARLES S. SHERER, CHIEF OF POLICE 

DATE: MARCH 16, 2020

SUBJECT: LIQUOR LICENSE  
APPLICATION FOR SPECIAL DESIGNATED LICENSE  
STREET MUSIC FESTIVAL  
27TH AVENUE BETWEEN 12<sup>TH</sup> AND 13<sup>TH</sup> STREETS  
COLUMBUS, NEBRASKA  
SUPERVISOR: ROBERT GASPER

This application for special designated license is for the purpose of selling beer, wine, and distilled spirits by the drink during a street music festival to be held on 27th Avenue between 12th and 13th Streets. This event will be held on May 2, 2020 from 10:00 AM until 11:59 PM and will be supervised by Robert Gasper, the owner of the Friedhof Building. It is expected that approximately 250 people will attend this event.

According to the license application, 27<sup>th</sup> Avenue will be fenced off at 12<sup>th</sup> Street and at 13<sup>th</sup> Street. No vehicular traffic will be allowed on 27<sup>th</sup> Avenue in this area.

There will be individuals posted on all entries in order to be sure that no minors are allowed inside. They also will be checking identifications to be sure that patrons are 21 years of age. Gasper stated that they will have enough staff to ensure that it is covered.

This report will serve as notice that local law enforcement has been informed in advance of this event. The police department has no opinion on this license being issued.

FILED

MAR 13 2020

CITY CLERK  
COLUMBUS, NEBR.

NEBRASKA LIQUOR CONTROL COMMISSION  
PHONE: (402) 471-2571  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

Level One Properties

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

1270 27th Ave Columbus NE 68601

Retail Liquor License Address or Non-Profit Business Address

#122436

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 5/2/20

Event Start Time(s): 10:00 am

Event End Time(s): 11:59 pm

Alternate Date: None

Alternate Location Building & Address: Friedhof Building 1270 27th Ave

Event Building Name: Street (27th Avenue) Columbus NE

Event Street Address/City: 1270 27th Ave. Columbus NE

Indoor area to be licensed in length & width:     X    

Outdoor area to be licensed in length & width: 150' X 70' (Diagram Form #109 must be attached)

Type of Event: Street Music Festival Estimate # of attendees: 250

Type of alcohol to be served: Beer  Wine  Distilled Spirits   
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rob Gasper Event Contact Phone Number: 402-910-6838

Event Contact Email: por92884@gmail.com

\*Signature Authorized Representative: [Signature] Printed Name Robert Gasper

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.*

\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ OR County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

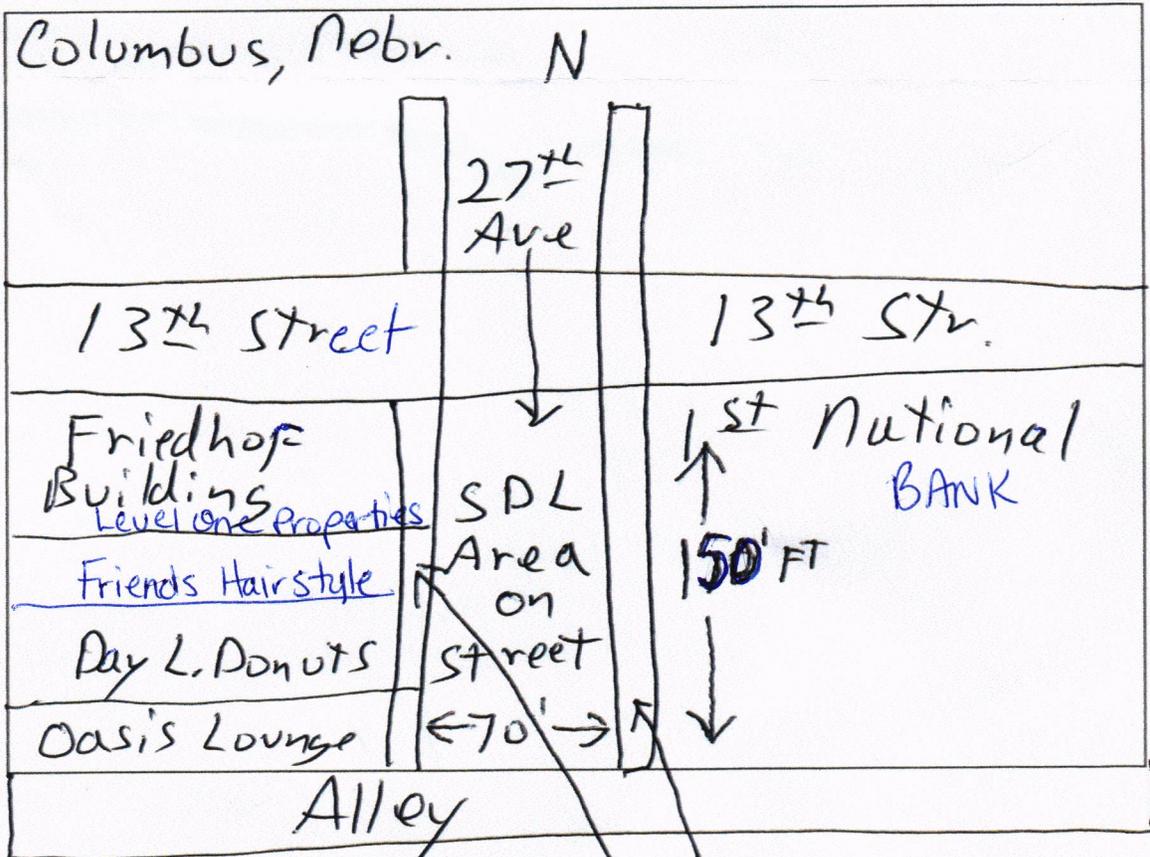
# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Private Security (visable + under cover)

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

Snow Fencing will secure the area with attendants at each entrance

DIAGRAM OF PROPOSED AREA:



## MEMORANDUM

**DATE:** March 24, 2020

**TO:** City Council Members

**FROM:** James B. Bulkley, Mayor

**SUBJECT:** Appointment

With your permission, I wish to submit the name of Derek Salak for appointment to the position of Firefighter/EMT/Hazmat Tech. Per Council Rules the two week waiting period is waived for an appointment of paid firefighter. Mr. Salak was certified for Firefighter/EMT/Hazmat Tech by the Civil Service Commission at their meeting held March 23, 2020.

Derek Salak lives in Columbus, NE, and is currently employed as a Maintenance Technician at Archers Daniel Midland. He is a graduate of Columbus High School, and he earned his Associates of Arts Degree from Southeast Community College. He has been a Columbus Volunteer Firefighter since December 2015, and is a graduate of the CFD Academy. Derek is certified as Firefighter 1, EMT, and Hazmat.

  
James B. Bulkley, Mayor

The City of **Columbus**

**MEMORANDUM**

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**DATE:** March 24, 2020  
**TO:** Mayor and City Council  
**FROM:** Douglas A. Moore. Public Property Director  
**SUBJECT:** Bleacher shade covers for Bradshaw Park softball fields

**RECOMMENDATION:** Staff recommends that lowest responsible quote of \$65,804.00 from Crouch Recreation (Omaha NE) for eight shade covers for the bleachers at the Bradshaw Park softball complex.

**DISCUSSION:** This project came in considerably over budget as we checked with suppliers last year to estimate the cost to come up with the budgetary figure. We have \$40,000 in the budget. The Columbus Youth Softball Association has offered to contribute \$7,500 to the project which would get three fields completed. Would really like to extend the budget to complete the fourth field.

**FISCAL IMPACT:** We have money in the budget for the Frontier Park horseshoe courts which will not be used because we did not receive the matching grant from the Nebraska Game and Parks. Would like to move some of the money from the horseshoe project to complete the fourth field at Bradshaw Park.

**ALTERNATIVE:** Do the three fields.

**Concurrence:** Ron Dush, Park Superintendent

**SIGNATURE:**

Approved By:   
Douglas Moore, Public Property Director

Approved By:   
Tara Vasicek, City Administrator

# CITY OF COLUMBUS

## QUOTE SHEET FOR PURCHASES

DEPARTMENT: PARK

CHARGE TO ACCOUNT NUMBER: 100-150-57300

DEPARTMENT HEAD APPROVAL: 

FINANCE DIRECTOR REVIEW:   
(For purchases \$5,000 to \$20,000)

CITY ADMINISTRATOR APPROVAL:   
(For purchases \$5,000 to 20,000)

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

Date: 24-Mar-20 Time: \_\_\_\_\_

Vendor Name: Crouch Recreation

Vendor Employee Name: Eric Crouch

Telephone: Area Code 402 496-2669

QUOTE FOR: Shade covers for bleachers at Bradshaw Park

Quote Includes:	Item Totals
Equipment and installation of 8 30' X 10' X 14' slanted hip shades	\$ <u>65,804.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Grand Total:	\$ <u>65,804.00</u>

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

Delivery Date: \_\_\_\_\_ Shipped By: \_\_\_\_\_

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

Tax Excluded Yes

City Employee Obtaining Quote: Ron Dush





# SLANT HIP



PERSPECTIVE

SIDE ([HTTPS://WWW.USA-SHADE.COM/MEDIA/3488/SLANT-HIP-S-EDITED.PNG?ANCHOR=CENTER&MODE=CROP&WIDTH=500&HEIGHT=375&RND=132185555850000000](https://www.usa-shade.com/media/3488/slant-hip-s-edited.png?anchor=center&mode=crop&width=500&height=375&rnd=132185555850000000))

TOP ([HTTPS://WWW.USA-SHADE.COM/MEDIA/3489/SLANT-HIP-T-EDITED.PNG?ANCHOR=CENTER&MODE=CROP&WIDTH=500&HEIGHT=375&RND=132185555960000000](https://www.usa-shade.com/media/3489/slant-hip-t-edited.png?anchor=center&mode=crop&width=500&height=375&rnd=132185555960000000))

Spectators at baseball and softball games can be easily protected from the sun, and from foul (fly) balls with our Slant Hip shade structures. Sloped in an upward direction from front to back, this structural design accommodates the typical bleacher seating common at most ballpark complexes, with minimal obstruction from the columns.

[REQUEST A QUOTE \(HTTP://RESPONSE.USA-SHADE.COM/REQUESTQUOTE\)](http://response.usa-shade.com/requestquote)

## CATEGORIES

[Squares & Rectangles \(/products/squares-rectangles/\)](/products/squares-rectangles/)

## Product Features

[REQUEST A QUOTE \(HTTP://RESPONSE.USA-SHADE.COM/REQUESTQUOTE\)](http://response.usa-shade.com/requestquote)



2435 South 156th Circle  
 Omaha, NE 68130  
 (402) 496-2669: Office (800) 747-7528: Toll Free  
 (402) 496-2018: Fax  
 www.crouchrec.com

Quotation

nicole@crouchrec.com • eric@crouchrec.com • julie@crouchrec.com • nick@crouchrec.com • dan@crouchrec.com

<b>Project:</b> Bradshaw Park Full Canti Hip Shades		<b>January 22, 2020</b>		
<b>Bill To:</b> City of Columbus		<b>Ship To:</b> City of Columbus		
2424 14th Street		2424 14th Street		
Columbus, Ne 68602-1677		Columbus, Ne 68602-1677		
<b>Contact:</b> Ron Dush		<b>Contact:</b> Ron Dush		
<b>Phone:</b> 402.562.4240		<b>Phone:</b> 402.562.4240		
<b>Fax:</b>		<b>Email:</b> <a href="mailto:parkdpt@columbusne.us">parkdpt@columbusne.us</a>		
<i>Shipping</i>		<i>Terms - Net 30</i>		
QTY	MODEL #	DESCRIPTION	PRICE EA.	TOTAL
		<b><u>USA SHADE CLB1050065</u></b>		
1		Full Canti Hip Single 20' x 10' x 10' Entry		\$ 5,650.00
		Colors:		
1		Anchor Bolts		\$ 420.00
1		Sealed Engineered Drawings		\$ 650.00
7		Full Canti Hip Single 30' x 10' x 10' Entry	\$ 6,280.00	\$ 43,960.00
		Colors:		
1		Anchor Bolts		\$ 2,940.00
1		Sealed Engineered Drawings		\$ 650.00
		<b><u>INSTALLATION</u></b>		
16		Footings Includes Saw Cutting	\$ 1,575.00	\$ 25,200.00
8		Erection of Shade	\$ 2,048.00	\$ 16,384.00

Subtotal	\$	95,854.00
Freight (Est.)	\$	2,675.00
Sales Tax		Exempt
<b>Total</b>	<b>\$</b>	<b>98,529.00</b>

Signed by: Nicole Crouch  
 Crouch Recreation, Inc.

Accepted by: \_\_\_\_\_ Date \_\_\_/\_\_\_/2020

**SERVICE CHARGES OF 3% OF THE TOTAL BILL WILL BE CHARGED ON ALL PAST DUE INVOICES**

**PLEASE INITIAL FOR ACKNOWLEDGEMENT** \_\_\_\_\_

If applicable, please email a copy of your tax-exempt certificate and/or credit application.

Quotes are valid for 30 days

Thank you for the opportunity to provide this quotation.

# FULL HIP CANTILEVER



PERSPECTIVE

SIDE ([HTTPS://WWW.USA-SHADE.COM/MEDIA/3232/FULL-HIP-CANTILEVER\\_V2\\_DESERTSAND\\_S.PNG?](https://www.usa-shade.com/media/3232/full-hip-cantilever_v2_desertsand_s.png)

[ANCHOR=CENTER&MODE=CROP&WIDTH=500&HEIGHT=375&RND=132181302470000000\) TOP \(HTTPS://WWW.USA-SHADE.COM/MEDIA/3234/FULL-HIP-CANTILEVER\\_V2\\_DESERTSAND\\_T.PNG?](https://www.usa-shade.com/media/3234/full-hip-cantilever_v2_desertsand_t.png)

[ANCHOR=CENTER&MODE=CROP&WIDTH=500&HEIGHT=375&RND=132181303440000000\) JOINED \(HTTPS://WWW.USA-SHADE.COM/MEDIA/3237/FULL-HIP-CANTI-JOINED\\_V2\\_DESERTSAND\\_P.PNG?CROP=0.12910824263899434,0,0.085774065637391372,0&CROPMODE=PERCENTAGE&WIDTH=500&HEIGHT=375&RND=132181303440000000\)](https://www.usa-shade.com/media/3237/full-hip-canti-joined_v2_desertsand_p.png)

DOUBLE-WIDE ([HTTPS://WWW.USA-SHADE.COM/MEDIA/3238/FULL-HIP-CANTI-DW\\_V2\\_DESERTSAND\\_P.PNG?](https://www.usa-shade.com/media/3238/full-hip-canti-dw_v2_desertsand_p.png)

[ANCHOR=CENTER&MODE=CROP&WIDTH=500&HEIGHT=375&RND=132181315640000000\)](https://www.usa-shade.com/media/3238/full-hip-canti-dw_v2_desertsand_p.png)

A very popular choice for the automotive market, these structures can also be utilized for a wide variety of applications from seating areas, to pool sides, and much more.

[REQUEST A QUOTE \(HTTP://RESPONSE.USA-SHADE.COM/REQUESTQUOTE\)](http://response.usa-shade.com/requestquote)

## CATEGORIES

[Squares & Rectangles \(/products/squares-rectangles/\)](/products/squares-rectangles/)

[Cantilever \(/products/cantilever/\)](/products/cantilever/)

## Product Features

- ➔ A popular structure for a variety of applications that require unobstructed space under the shade
- ➔ Joined and double-wide options available

[REQUEST A QUOTE \(HTTP://RESPONSE.USA-SHADE.COM/REQUESTQUOTE\)](http://response.usa-shade.com/requestquote)

# CITY OF COLUMBUS

## QUOTE SHEET FOR PURCHASES

DEPARTMENT: PARK

CHARGE TO ACCOUNT NUMBER: 100-150-57300

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_

FINANCE DIRECTOR REVIEW: \_\_\_\_\_  
(For purchases \$5,000 to \$20,000)

CITY ADMINISTRATOR APPROVAL: \_\_\_\_\_  
(For purchases \$5,000 to 20,000)

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

Date: 24-Mar-20 Time: \_\_\_\_\_

Vendor Name: Commercial Rec Specialists

Vendor Employee Name: Patrick Pierce

Telephone: Area Code 877 896-8442

QUOTE FOR: Shade covers for bleachers at Bradshaw Park

Quote Includes:	Item Totals
Equipment and installation of 8 30' X 10' X 14' slanted hip shades	\$ <u>93,722.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Grand Total:	\$ <u>93,722.00</u>

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

\_\_\_\_\_

Delivery Date: \_\_\_\_\_ Shipped By: \_\_\_\_\_

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

Tax Excluded Yes

City Employee Obtaining Quote: Ron Dush



**COMMERCIAL  
RECREATION  
SPECIALISTS**

**Quote**

Quote Number: 0014964  
Quote Date: 2/18/2020

Commercial Recreation Specialists  
807 Liberty Dr., Ste 101  
Verona, WI 53593-9160  
Ph: (877) 896-8442 Fx: (608) 848-8782  
43-2046045

<b>Bill To :</b>
Columbus, NE Aquatics Columbus, NE 68601

<b>Ship To :</b>
Columbus, NE Aquatics Columbus, NE Columbus, NE 68601

<b>Customer ID</b>	<b>Customer PO Number</b>	<b>Sales Rep Name</b>
CITY OF COLUMBUS,NE		Patrick Pierce
<b>Valid Through</b>	<b>Shipping Method</b>	<b>Payment Terms</b>
3/19/2020	BEST WAY	50% at accept; 50% prior ship

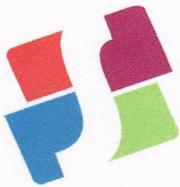
Item	Description	Quantity	Unit Cost	Amount
/99999 SHADE	Shade Structures 14' x 30' "T" Cantilever Shade System - 10' Eave Height	7.00	5,009.00	35,063.00
/99999 SHADE	Shade Structures 14' x 20' "T" Cantilever Shade System - 10' Eave Height	1.00	4,499.00	4,499.00
/99999 SHADE	Shade Structures Nebraska Professional Sealed Drawings	2.00	600.00	1,200.00
/99999 SHADE	Shade Structures Nebraska Professional Sealed Calculations	2.00	300.00	600.00
/SHADE SVC	Shade Service Installation of -8- Shade Structures	1.00	48,420.00	48,420.00
	<b>NOTES:</b> Above pricing does not receiving, off-loading, storage, excavation, spread footings, site work, or site restoration Installation includes saw cutting, pier footings, and construction of 8 shades			

**Note:** This quote is valid for 30 days. Please review the above information carefully. It defines your order as we understand it. If satisfactory, please sign and date below and fax to 608-848-8782, email back to your sales representative, or send a copy with your deposit to the address above. We will begin processing your order upon receipt of both your DEPOSIT AND APPROVAL SIGNATURE, per the terms indicated on your quote above. Additional surcharges may apply depending on final delivery address, actual delivery requirements and payment method. Please note that a 3% convenience fee may apply to credit card orders.

Net Order: 89,782.00  
Freight: 3,940.00  
Sales Tax: 0.00  
**Order Total: 93,722.00**

Customer Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_





**COMMERCIAL  
RECREATION  
SPECIALISTS**

**Quote**

Quote Number: 0014963  
Quote Date: 2/18/2020

Commercial Recreation Specialists  
807 Liberty Dr., Ste 101  
Verona, WI 53593-9160  
Ph: (877) 896-8442 Fx: (608) 848-8782  
43-2046045

<b>Bill To :</b>
Columbus, NE Aquatics Columbus, NE 68601

<b>Ship To :</b>
Columbus, NE Aquatics Columbus, NE Columbus, NE 68601

<b>Customer ID</b>	<b>Customer PO Number</b>	<b>Sales Rep Name</b>
CITY OF COLUMBUS,NE		Patrick Pierce
<b>Valid Through</b>	<b>Shipping Method</b>	<b>Payment Terms</b>
3/19/2020	BEST WAY	50% at accept; 50% prior ship

Item	Description	Quantity	Unit Cost	Amount
/99999 SHADE	Shade Structures 14' x 30' Offset "T" Cantilever Shade System with Columns Offset to Rear - 10' Eave Height	7.00	5,349.00	37,443.00
/99999 SHADE	Shade Structures 14' x 20' Offset "T" Cantilever Shade System with Columns Offset to Rear - 10' Eave Height	1.00	4,585.00	4,585.00
/99999 SHADE	Shade Structures Nebraska Professional Sealed Drawings	2.00	600.00	1,200.00
/99999 SHADE	Shade Structures Nebraska Professional Sealed Calculations	2.00	300.00	600.00
/SHADE SVC	Shade Service Installation of -8- Shade Structures	1.00	48,420.00	48,420.00
	<b>NOTES:</b> Above pricing does not receiving, off-loading, storage, excavation, spread footings, site work, or site restoration Installation includes saw cutting, pier footings, and construction of 8 shades			

**Note:** This quote is valid for 30 days. Please review the above information carefully. It defines your order as we understand it. If satisfactory, please sign and date below and fax to 608-848-8782, email back to your sales representative, or send a copy with your deposit to the address above. We will begin processing your order upon receipt of both your DEPOSIT AND APPROVAL SIGNATURE, per the terms indicated on your quote above. Additional surcharges may apply depending on final delivery address, actual delivery requirements and payment method. Please note that a 3% convenience fee may apply to credit card orders.

Net Order: 92,248.00  
Freight: 3,940.00  
Sales Tax: 0.00  
**Order Total: 96,188.00**

Customer Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_



# CITY OF COLUMBUS

## QUOTE SHEET FOR PURCHASES

DEPARTMENT: PARK

CHARGE TO ACCOUNT NUMBER: 100-150-57300

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_

FINANCE DIRECTOR REVIEW: \_\_\_\_\_  
(For purchases \$5,000 to \$20,000)

CITY ADMINISTRATOR APPROVAL: \_\_\_\_\_  
(For purchases \$5,000 to 20,000)

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

Date: 24-Mar-20 Time: \_\_\_\_\_

Vendor Name: Waterloo Tent and Tarp Company

Vendor Employee Name: Billie Hiatt

Telephone: Area Code 800 537-1193

QUOTE FOR: Shade covers for bleachers at Bradshaw Park

Quote Includes:	Item Totals
<u>Equipment for bleacher shade covers at Bradshaw Park</u>	<u>\$ 38,530.00</u>
<u>no installation</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>
<u>Grand Total:</u>	<u>\$ <u>38,530.00</u></u>

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

\_\_\_\_\_

Delivery Date: \_\_\_\_\_ Shipped By: \_\_\_\_\_

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

Tax Excluded Yes

City Employee Obtaining Quote: Ron Dush



## Dush, Ron

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**From:** Billie Hiatt <billie@waterlootent.com>  
**Sent:** Tuesday, February 18, 2020 8:55 AM  
**To:** Dush, Ron  
**Subject:** FW: Cantilever Quotes  
**Attachments:** Columbus Cantilevers.pdf; Columbus Horizon Cantilever.pdf; Cantilever.pdf; 2016  
\_horizoncantilever\_infosheet\_1.pdf; 20170518\_120658.jpg

Billie Hiatt  
Sales | Shade Creations by *Waterloo*  
direct: 641.425.1328 | office: 1.800.537.1193  
[billie@waterlootent.com](mailto:billie@waterlootent.com)

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**From:** Billie Hiatt  
**Sent:** Monday, January 27, 2020 4:31 PM  
**To:** rondush@columbusne.us  
**Subject:** Cantilever Quotes

Hi Ron,

Attached please find the quotes for the Cantilever and T-Cantilever (same price) and a quote for the Horizon Cantilever. I have attached information on them along with pictures of the T-Cantilever. Please let me know if you would like installation instructions on any of these. Please do not hesitate to call if you have any questions.

Thank you,

Billie Hiatt  
Sales | Shade Creations by *Waterloo*  
direct: 641.425.1328 | office: 1.800.537.1193  
[billie@waterlootent.com](mailto:billie@waterlootent.com)

WATERLOO

# Cantilever



## FEATURES

- Framework consist of schedule 40 powder coated steel.
- Cantilever design frees up patron space, while still offering optimal shade..
- Easy to use turnbuckle system allows for quick installation and removal of top.
- Gain long life out of the top with 3" to 6" extra tensioning at each corner.
- Top fabrics are 95% - 100% UV protective.
- Tops are flame retardant and mildew resistant.
- Top is available in various fabrics and colors.
- Custom designs and logos are available to support any new, or existing theme.



WATERLOO

# Horizon Cantilever



## FEATURES

- Offset design creates additional shade area, which means less obstruction for patrons.
- Frame has an adjustable top cap, resulting in easy canopy installation.
- Permanent structure with minimal maintenance.
- Four-piece stem construction means more efficient shipping, resulting in increased damage control.
- Available in square and hexagon shapes, creating the ability to blend aesthetically in any environment.
- Save time and labor by installing the top in minutes with simple rings and hooks in the front and ratchets in the back.
- This versatile structure can be customized to any length by simply adjusting the number of 10' sections used, making it the perfect shade piece for any dugout or walkaway.



The City of **Columbus**

**MEMORANDUM**

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**DATE:** March 24, 2020  
**TO:** Mayor and City Council  
**FROM:** Douglas A. Moore. Public Property Director  
**SUBJECT:** Fencing for batting cage at Bradshaw Park

**RECOMMENDATION:** Staff recommends that the lowest responsible quote of \$19,850 from No Swett Fencing (Columbus NE) for chain link fencing for the batting cage at the Bradshaw Park softball complex be approved.

**DISCUSSION:** We only received two quotes for the project. We contacted two other local fence companies about the project. They declined to bid the project because one company has enough work and doesn't have time to do the project, and the other said the project is too large for him and his helper to do.

**FISCAL IMPACT:** We have \$35,000 in the budget for this project. We are still waiting for a couple more concrete bids for that part of the work.

**ALTERNATIVE:** None

**Concurrence:** Ron Dush, Park Superintendent

**SIGNATURE:**

Approved By:   
Douglas Moore, Public Property Director

Approved By:   
Tara Vasicek, City Administrator

# CITY OF COLUMBUS

## QUOTE SHEET FOR PURCHASES

DEPARTMENT: PARK

CHARGE TO ACCOUNT NUMBER: 100-150-57300

DEPARTMENT HEAD APPROVAL: *[Signature]*

FINANCE DIRECTOR REVIEW: *[Signature]*

(For purchases \$5,000 to \$20,000)

CITY ADMINISTRATOR APPROVAL: *[Signature]*

(For purchases \$5,000 to 20,000)

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

Date: 24-Mar-20 Time: \_\_\_\_\_

Vendor Name: No Sweet Fencing

Vendor Employee Name: Terry Swett

Telephone: Area Code 402 563-3766

QUOTE FOR: Fencing for batting cage at Bradshaw Park

Quote Includes:

Material and installation for Bradshaw Park batting cage  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Item Totals

\$ 19,850.00  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Grand Total: \$ 19,850.00

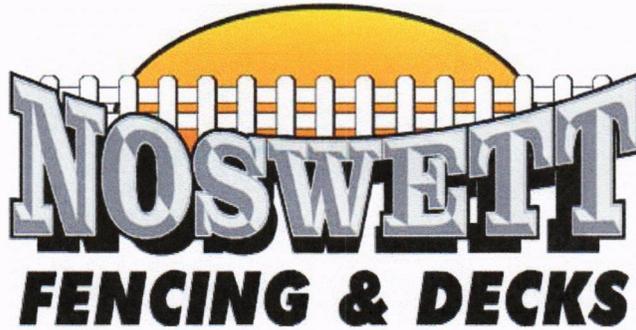
Quote Excludes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Delivery Date: \_\_\_\_\_ Shipped By: \_\_\_\_\_

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

Tax Excluded Yes

City Employee Obtaining Quote: Ron Dush



382 RD 1

COLUMBUS NE 68601

PH. 402-563-3766 FAX- 402-563-2877

**BID PROPOSAL:**

CITY OF COLUMBUS

PARKS DEPARTMENT

ATT: RON DUSH

BATTING CAGE BID:

INSTALL APPROX. (70' X 36') BATTING CAGE WITH 15' TALL HIGH 9GA FABRIC. CAGE WILL BE SPLIT INTO (2) 15' CAGES. ALL POSTS SET IN CONCRETE AND LEFT GRADE LEVEL. YOU CAN GO AHEAD THEN POUR AROUND THE POSTS WITH YOUR CONCRETE PAD. INSTALL (2) 3' WALK GATES. INSTALL TOP ON THE BATTING CAGE AND TIE DOWN SECURELY WITH 1-5/8" TOP BRACING. ALL POSTS WILL BE SET NO FURTHER THAN 10' APART. ALL BRACING WILL BE INSTALLED AT NO FURTHER THAN 10' APART AND WILL BE CROSSED WITH 7GA TENSION WIRE FOR SUPPORT. ALL POSTS WILL BE ADDED HEIGHT FOR CROSS BRACE WIRE. CAPS FOR THE TOPS OF ALL POSTS BRACING WILL BE INSTALLED ON ALL 15' TALL FENCE AT TOPRAIL, MIDDLE RAIL AND BOTTOM RAIL. A TOTAL BRACING OF 1190'.

APPROXIMATELY 17'6"

**MATERIAL BEING USED:**

ALL POSTS CONCRETED IN WITH 15" FOOTING

3" X 19' LONG TERMINAL POSTS SCHEDULE 40 PIPE

2-3/8" X 18' LINE POSTS SCHEDULE 40 PIPE

1-5/8" SCHEDULE 40 TOPRAIL AND BRACE RAIL. THEIR WILL BE BOTTOM RAIL, MIDRAIL AND TOPRAIL ON FENCE SIDES

1-5/8" RAILS WILL SUPPORT ROOF ALSO THROUGH OUT MIDDLE OF CAGE

9GA CHAIN LINK FABRIC DOUBLE WIRE IN THE MIDDLE SECTION OF THE CAGE

POSTS SET AT 8' CENTERS

7GA WIRE FOR BRACING

TOTAL MATERIAL AND LABOR== \$ 19,850.00

THANKS

TERRY SWETT

**CITY OF COLUMBUS**  
**QUOTE SHEET FOR PURCHASES**

DEPARTMENT:     PARK    

CHARGE TO ACCOUNT NUMBER:     100-150-57300    

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_

FINANCE DIRECTOR REVIEW: \_\_\_\_\_  
(For purchases \$5,000 to \$20,000)

CITY ADMINISTRATOR APPROVAL: \_\_\_\_\_  
(For purchases \$5,000 to 20,000)

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

Date:     24-Mar-20     Time: \_\_\_\_\_

Vendor Name:     American Fence Company    

Vendor Employee Name:     Josh Purvis    

Telephone:      Area Code     308         395-0793    

QUOTE FOR:     Fencing for batting cage at Bradshaw Park    

Quote Includes:	Item Totals
<u>Material and installation for Bradshaw Park batting cage</u>	\$ <u>27,659.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Grand Total:	\$ <u><u>27,659.00</u></u>

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

Delivery Date: \_\_\_\_\_ Shipped By: \_\_\_\_\_

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

Tax Excluded Yes

City Employee Obtaining Quote:     Ron Dush

# AMERICAN FENCE COMPANY

Sioux City Rochester Kansas City Omaha Lincoln Grand Island Sioux Falls Des Moines Wichita Iowa City

1605 N. Shady Bend Rd      Grand Island, NE      Phone #: 308-395-0793      Fax #: 308-395-3901      www.theamericanfencecompany.com

Salesman: **Josh Purvis**      Phone: 402-881-1485      Email: [j.purvis@americanfence.com](mailto:j.purvis@americanfence.com)

Date: 2/19/2020	Phone: 402-562-4271	Fax: _____	<b>Specification for Fencing</b>	
Customer Name: Bradshaw Park Batting Cage	Contact: Ron Dush	Attn: _____	Overall Length	Overall Height
Billing Address: P.O. Box 1677 Columbus, NE 68602-1677			70 LF	15 LF
Location of Job: _____			Wire Gauge	Dia. Top Rail
City: Columbus	State: NE	Zip: 68601	9-gauge	1-5/8" O.D.
Cell Phone: 402-276-0660	Email: <a href="mailto:ron.dush@columbusne.us">ron.dush@columbusne.us</a>		Dia. Line Post	Dia. Corner/End Post

**PROJECT DESCRIPTION:**

**Project Price: \$27,659.00 tax included**

1. Provide all new galvanized materials to install a batting cage at Bradshaw Park with an overall size of 36'W x 70'L x 15'H to replicate the batting cage specifications at Gerrard Park batting cage.
2. Batting cage to have to include a divider wall to provide two 18'W x 70'L areas to practice.
3. Includes galvanized chain link top to fully enclose each area.
4. Posts to be set prior to concrete pad being poured.

**PROJECT SPECIFIC NOTES:**

Unless otherwise stated:

- No permit, survey, staking or field verification included.
- No core drilling, rock drilling, sleeve(s) or blockage required or included.
- No temporary fence included.
- All staking and private utility locates must be complete prior to AFC commencing Work.
- No shop drawings, engineered drawings, delegated design or engineering included.
- No additional coatings such as stains, sealants, or paints

**NOTE: NOT RESPONSIBLE FOR SPRINKLERS SYSTEMS. ESTIMATE GOOD FOR 15 DAYS.**

**Note:** Your project was estimated based on what we see. Objects below ground that interfere with your post installation will not be the responsibility of AFC such as your foundation, buried paving or pavers, roots, old fence footings, etc. Any adjustments additional materials, trips and labor will be at an additional expense.

2-1/2" O.D.	3" O.D.
Dia. & Depth of Footing	Dia. & Depth of Footing
12" x 42"	12" x 42"
Walk Gates	Drive gates
4' x 8'	N/A
Dia. Walk Gate Post	Dia. Drive Gate Post
12" x 42"	N/A

**Notes and Exclusions:**

- 1.) Unless otherwise noted, one mobilization is included for the installation of the fence.
- 2.) Unless otherwise noted, block-out(s) in concrete/masonry for fence by others. No core drilling included.
- 3.) No permit, survey and/or staking included. Fence line to be staked by others.
- 4.) Unless otherwise noted, no removals, grading, grubbing and/or demolition included.
- 5.) Private utilities to be located by others. Fence line to be staked clear of utilities.
- 6.) Unless otherwise noted, no electrical wire, wiring, grounding, conduit and/or connections included.
- 7.) No bonds, dues or completed operations included.
- 8.) All items not specifically mentioned in this proposal are excluded.
- 9.) Unless otherwise noted, no addenda were received.
- 10.) This proposal may be withdrawn by AFC if not accepted within 30 days.
- 11.) AFC will not be subject to liquidated damages.
- 12.) Entire fence line must be concrete truck accessible.
- 13.) Waivers of subrogation are not included.

Due to unprecedented steel price increases, contractor to pay for stored materials or provide for subsequent future price increases after award of contract. AFC will provide storage Accounts not paid within thirty days will be charged eighteen percent (18%) per annum.

We agree to provide the work in accordance with the information stated here in the amount of;

Authorized Signature: Josh Purvis

Date: 2/19/2020

On the back and or second page of this proposal are very important terms and conditions that we are requesting that you review. If you do not have these terms and conditions; do not execute and contact your sales rep. Upon your review, if you have any questions please contact us. After review and agreement, please sign below indicating that you have fully read, understood and agree with the terms and conditions stated above. **We impose a surcharge of 3% on all credit and debit cards that is not greater than our cost of acceptance.**

Customer/Contractor Signature: \_\_\_\_\_

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

**Please Provide a Billing E-mail:** \_\_\_\_\_

# AMERICAN FENCE COMPANY



## Terms and Conditions

Customer assumes full responsibility for the location of property pins, staking of the fence and any inaccurately placed pins and/or stakes. Customer understands that American Fence Company has staked the fence based on the proposal and/or in consideration of existing utilities that may not reflect the actual location of customers property. Customer agrees to defend, hold harmless and indemnify American Fence Company from and against all claims, liabilities and expenses for trespass and other damage or loss arising out of the location of said fence. Customer hereby assumes full responsibility for the damage to any marked and unmarked underground utility, telephone, T.V., Cable or sprinkler system pipes. If the customer requests, agrees or allows American Fence Company from and against all claims, liabilities and expenses as a result of damage to these utilities and related property. If the contract price is not paid when due, the customer agrees to allow American Fence Company to trespass on to their property and remove the fence at the company's discretion. Furthermore, the customer agrees indemnify and hold harmless American Fence Company for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and any subsequent modification/s shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Company. Any time stated for installation is purely estimated. The customer agrees and accepts that American Fence Company will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by the customer. Any changes to the fence due to varying ground conditions are not the responsibility of American Fence Company. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by the customer after acceptance of proposal. American Fence Company has the right to reject any bid. All legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, the customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, the customer is authorizing American Fence Company to complete the work. The customer is financially responsible for cancellation fees and cost of special-order materials in the event the customer elects to cancel the contract. Terms: 60% Down. Balance due on the date of completion. A service and handling charge of 5% per month – 60% annum will be applied to delinquent accounts past 10 days. We impose a surcharge of 3% on all credit cards that is not greater than our cost of acceptance.



The City of **Columbus**

Municipal Airport

Office (402) 564-7377 • Fax (402) 562-6551

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**MEMORANDUM**

**DATE:** April 2, 2020  
**TO:** Mayor and Council  
**FROM:** Keith Schademann, Airport Manager  
**SUBJECT:** Purchase of commercial mower for Airport

**RECOMMENDATION:** Staff recommends that the lowest bid quote of \$16,490.00, from Lakeview Small Engine for a Toro, zero turn mower for mowing at Airport.

**DISCUSSION:** This mower is a commercial grade mower with a larger deck size that will allow less mowing time. Present mower is 10 years old and is becoming unreliable.

**FISCAL IMPACT:** This is a capitol improvement item which has been in budget for Airport for last 5 years

**ALTERNATIVE:** Delay or smaller mower

**SIGNATURE:** Keith Schademann

Approved By: *Keith Schademann*  
Keith Schademann, Airport Manager

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



# City of Columbus

## Quote Sheet for Purchases

Department: 205

Charge to Account Number: 205-57510-20085

Department Head Approval: \_\_\_\_\_

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

City Administrator Approval: *[Signature]*  
(For Purchases of \$5,000 to \$40,000)

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

Date: 3-19-2020 Time: \_\_\_\_\_

Vendor Name: Lakeview Small Engine, Inc.

Vendor Employee Name: Julie Oehlich

Telephone: 402-562-7531

Quote For: Commercial Diesel zero turn mower with rear discharge

Quote Includes:	Item Totals:
Toro Z Master commercial 7500 diesel series zero turn mower	
72 inch rear discharge with 25 hp commercial yanmar diesel engine	\$16,490.00
Warranty: 5 year 2000 hour limited warranty	
<b>Total:</b>	<b>\$16,490.00</b>

Quote Excludes:  
 Sales Tax

Delivery Date: \_\_\_\_\_ Shipped By: \_\_\_\_\_

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

Tax Excluded

City Employee Obtained Quote: Keith Schademann Airport Manager

# Lakeview Small Engine, Inc.

2930 83rd Street  
Columbus NE 68601  
402-562-7531

Quote to: Columbus Airport

March 18, 2020

PO Box 1677  
Columbus NE 68601  
Keith 402-276-5284

**Toro Mowers:**

74029

**Toro Z Master Commercial 7500 Diesel Series Zero Turn**

72" rear discharge with 25hp Commercial Yanmar Diesel engine

List      Bid

24888    16490

Prices are FOB Columbus NE

Warranty - 5 year 2000 hour limited warranty.

Thank you for the opportunity to quote your new mower.



Julie Oehlrich

# City of Columbus

## Quote Sheet for Purchases

Department: 205

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: 03-19-20 Time: \_\_\_\_\_

Vendor Name: Mueller Sprinklers

Vendor Employee Name: Mark Hanson

Telephone: 402-564-5980

Quote For: Commercial Diesel Zero turn mower with rear discharge

Quote Includes:	Item Totals:
Lazor Z diesel, 25 hp. with a 72 inch rear discharge deck	
Warranty: 5year 1500 hour limited warrenty	\$17,025.00
<b>Total:</b>	<b>\$17,025.00</b>

Quote Excludes:  
 Sales tax \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Delivery Date: \_\_\_\_\_ Shipped By: \_\_\_\_\_

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

Tax Excluded

City Employee Obtained Quote: Keith Schademann Airport Manager



# QUOTE

P.O. Box 353  
 Columbus, NE 68601  
 Phone (402) 564-5980  
 Fax (402) 564-4226

DATE: February 28, 2020

**BILL TO:**  
 Columbus Municipal Airport  
 2424 14th Street  
 Columbus, NE. 68601  
 Keith Schademann 402-276-5284  
[kschademann@columbusne.us](mailto:kschademann@columbusne.us)

**SHIP TO:**  
 Name  
 Address  
 City, State, Zip Code  
 Phone

QTY	DESCRIPTION	PRICE	AMOUNT
<del>1</del>	<del>LZS80TDYM72RWO, Lazer Z Diesel, 25 hp. Yanmar 3TNV80FT Diesel, with 72" UltraCut Rear Discharge Deck Susp Seat &amp; 15" Semi Pneum</del>		<del>17,025.00</del>
1	LZS80TDYM72RWO, Lazer Z Diesel, 25 hp. Yanmar 3TNV80FT Diesel, with 72" UltraCut Rear Discharge Deck Susp Seat & 15" Semi Pneum		17,025.00

SUBTOTAL	
TAX RATE	
SALES TAX	-
OTHER	
<b>TOTAL</b>	<b>\$ -</b>

ALL PRICES ARE SUBJECT TO CHANGE WITHIN 30 DAYS

*Thank you for the opportunity to provide you an estimate!*

# City of Columbus

## Quote Sheet for Purchases

Department: 205

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: 03-19-20 Time: \_\_\_\_\_

Vendor Name: Mid-west Turf and Irrigation

Vendor Employee Name: Bob Pease

Telephone: 402-895-8900

Quote For: Commercial Diesel Zero turn mower with rear discharge

Quote Includes:	Item Totals:
Toro Z Master commercial diesel, zero turn mower 25 hp. diesel engine	
72 inch deck, rear discharge	
warranty: 5 year, 2000 hr limited warranty	\$18,168.00
Delivered to Columbus	
<b>Total:</b>	<b>\$18,168.00</b>

Quote Excludes:  
 Sales tax \_\_\_\_\_

Delivery Date: \_\_\_\_\_ Shipped By: \_\_\_\_\_

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

Tax Excluded

City Employee Obtained Quote: Keith Schademann Airport Manager

## Schademann, Keith

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**From:** Bob Pease <bpease@midwestturf.net>  
**Sent:** Wednesday, March 18, 2020 11:34 AM  
**To:** Schademann, Keith  
**Subject:** RE: quote for mower

Keith,

Toro Model 74029 has a List Price of \$24,888. Your price would be \$18,168. Price includes setup and delivery to Columbus. Let me know if you have any questions.

Bob Pease

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**From:** Schademann, Keith <kschademann@columbusne.us>  
**Sent:** Wednesday, March 18, 2020 11:10 AM  
**To:** Bob Pease <bpease@midwestturf.net>  
**Subject:** quote for mower

Bob,

I am Keith Schademann, Airport Manager of the Columbus Municipal Airport. I would like a quote on a Toro Z Master commercial 7500 Diesel series zero turn  
With a 72 inch rear discharge, 25hp yanmar diesel engine. We are tax exempt and this would be delivered to Columbus, Ne.

Thank you,  
Keith

**RESOLUTION NO. R20-31**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO GEHRING CONSTRUCTION & READY MIX CO. INC., IN THE AMOUNT OF \$1,591,311 FOR THE STREET IMPROVEMENT DISTRICT NO. 183 (48 AVENUE FROM 38 STREET TO LOST CREEK PARKWAY).

WHEREAS, the City of Columbus received bids for Street Improvement District No. 183 on March 24, 2020, with Gehring Construction & Ready Mix Co. Inc. submitting the only bid in the amount of \$1,591,311, as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, the bid from Gehring Construction & Ready Mix Co. Inc. in the amount of \$1,591,311 for Street Improvement District No. 183 be accepted and the mayor be authorized to sign contracts for this project.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF COLUMBUS**

**BID TABULATION**

**SID #183 48TH AVENUE FROM 38TH STREET TO LOST CREEK PARKWAY  
MARCH 24, 2020 AT 2:00 P.M.**

			Contractor: Gehring Construction & Ready Mix Co., Inc.	Contractor:	Contractor:
			Bid Bond: X	Bid Bond	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		\$1,591,311.00		
	Calendar Days				
Construction Start Date:			August 2020		
Substantial Completion Date:			December 2020		
Final Completion Date:			Spring 2021		

*The City of* **Columbus**

**MEMORANDUM**

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**DATE:** March 24, 2020  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** SID#183 – 48<sup>th</sup> Avenue from 38<sup>th</sup> Street to Lost Creek Parkway

**RECOMMENDATION:**

I recommend award of the above-referenced project to Gehring Construction & Ready Mix of Columbus in the amount of \$1,591,311.00. One bid was received and a Bid Tabulation sheet is attached. The Engineer's opinion of probable cost was \$1,600,000.

**DISCUSSION:**

This segment of 48<sup>th</sup> Avenue is on the City 1&6 Year Road Plan and Long Range Transportation Plan. This segment is an Arterial in accordance with the State Classification System and is a City designated Truck Route. The SID was formed by Ordinance 20-01. Improvements include total reconstruction of the roadway to a three-lane, common left hand turn lane, urban section with curb and gutter, 41-foot wide, PC concrete, sidewalks in improved or platted areas, striping, signage and related work,. The improvements will continue the pattern on 48<sup>th</sup> Avenue south of this project. The lane striping will be made two lane near the intersection with Lost Creek Parkway to match the north side of Lost Creek Parkway. Sidewalks will be constructed in developed and platted areas with a 10-foot wide trail on the east side from 42<sup>nd</sup> Street to the private driveway south of Lost Creek Parkway in accordance with the Master Trail Plan. Earthwork for this trail will continue to near the Lost Creek Parkway.

Traffic signal evaluation at the intersections of 48<sup>th</sup> Avenue and Lost Creek Parkway and 48<sup>th</sup> Avenue and 38<sup>th</sup> Street were last done as part of the Long Range Transportation Plan and by the developer of the complex in the southeast corner of 48<sup>th</sup> Avenue and Lost Creek Parkway and were not warranted at those times. However, it is anticipated that traffic signals at one or both of these intersections may become warranted in the near future.

Construction is scheduled to begin in August 2020 with anticipated substantial completion and opening to traffic in December 2020 and final completion in Spring 2021.

Design and construction observation services by the Engineering Department.

**FISCAL IMPACT:**

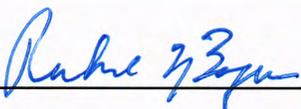
Part of 2019-2020 Budget CIP No.20-72 in the amount of \$1,900,000. The project will extend into the 2020-2021 budget in which funds will be budgeted. City to use Federal Funds Purchase Program funding to pay for 80 percent of the project cost. The remaining 20 percent would be assessed to benefiting properties. The current project cost, which

includes construction, engineering, topographic survey, legal, interest for one year, and publication is \$1,900,000 (FFPP \$1,520,000 and Special Assessment \$380,000). However, the FFPP portion of the design and construction phase services will be in-kind services by the Engineering Department which lowers the assessable project cost amount 8 percent resulting in a savings of about \$128,000. Projected final assessments and Board of Equalization meeting is in 2021.

**ALTERNATIVE:**

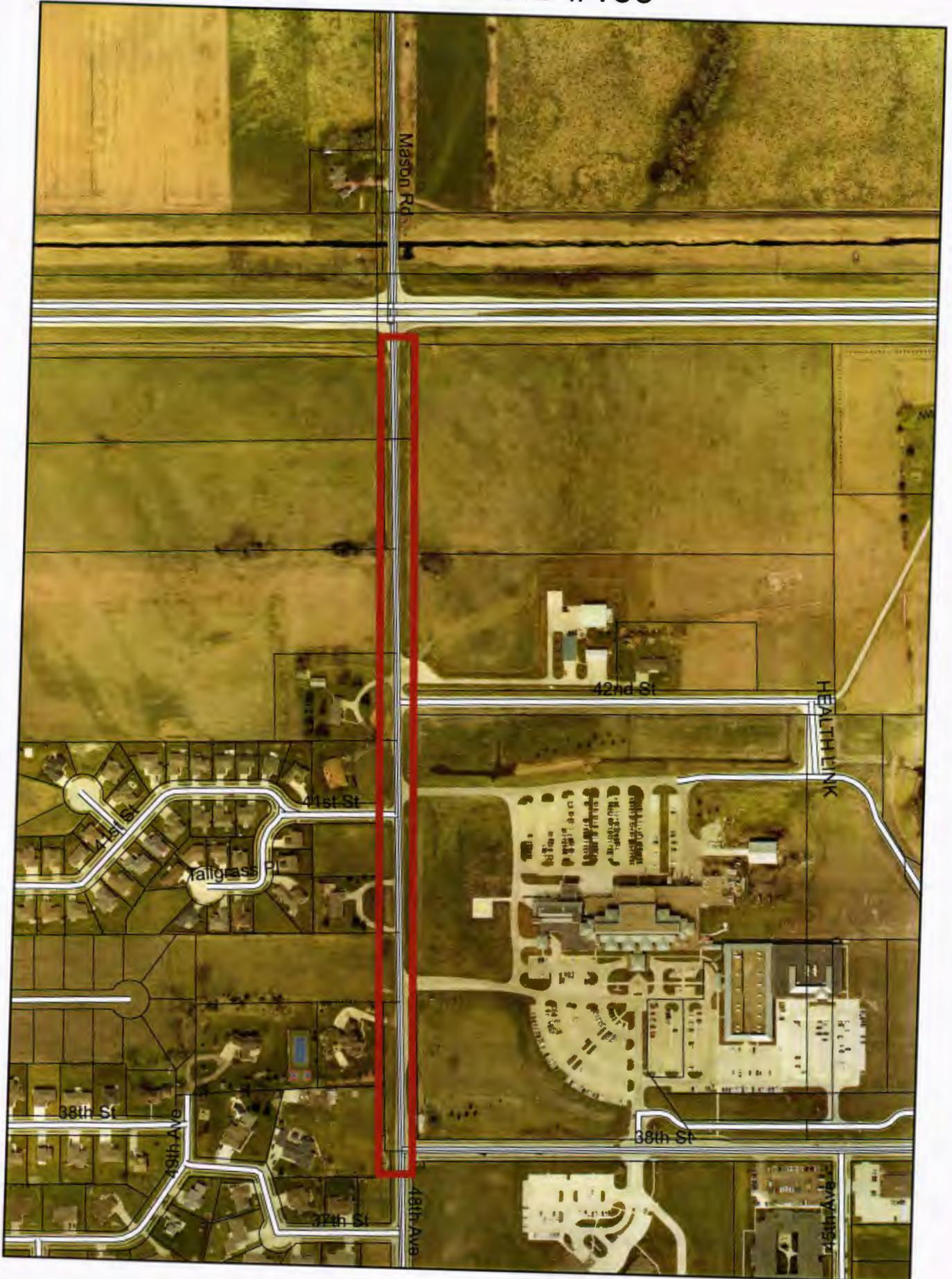
Do not approve. However, a SID was created.

**SIGNATURE:**

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

Approved By: \_\_\_\_\_ Tara Vasicek

# CITY OF COLUMBUS PROPOSED SID #183



**RESOLUTION NO. R20- 32**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE FORBEARANCE AGREEMENT WITH BLAZER, LLC AND BLAZER HOLDINGS, LLC TO TEMPORARILY SUSPEND LOAN PAYMENTS THROUGH DECEMBER 31, 2020, FOR AN ECONOMIC DEVELOPMENT "840" LOAN APPROVED BY RESOLUTION NO. R15-25; COPIES OF WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTION THEREOF IN CONFLICT HEREWITH.

WHEREAS, the city by Resolution No. R15-25 approved and provided a loan to Blazer, LLC and Blazer Holdings, LLC (herein collectively referred to as "Blazer"), from the City's "840" Local Economic Development Fund; and

WHEREAS, Blazer at this time is current on loan repayment obligations; and

WHEREAS, the City of Columbus, the State of Nebraska, and the Country in general, are dealing with unprecedented and constantly evolving circumstances and uncertainty presented by the spread of the COVID-19 virus/pandemic; and

WHEREAS, because of the uncertainty with the COVID-19 virus/pandemic and the effect that it is having on businesses, Blazer has requested a temporary suspension of loan repayment obligations for the loan with the City; and

WHEREAS, the Citizen Advisory Review Committee (CARC) has met regarding the request of Blazer and the CARC is recommending a temporary suspension of loan repayment obligations for the loan through the 2020 calendar year; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Forbearance Agreement with Blazer to temporarily suspend loan payments through December 31, 2020, for an Economic Development "840" Loan approved by Resolution No. R15-25, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
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:** April 2, 2020  
**TO:** Mayor and City Council Members  
**FROM:** Tara Vasicek, City Administrator *TVA*  
**RE:** Blazer Manufacturing Loan Payment Suspension

### RECOMMENDATION:

Approve the resolution approving the forbearance agreements.

### DISCUSSION:

Blazer Manufacturing currently has two loans from the City's Economic Development fund. Blazer has made all loan payments in full and on schedule. Part of Blazer's business is the manufacturing of track and field equipment, this business has gone to nearly zero because of the current Coronavirus pandemic. Blazer has continued to keep their full staff employed and desires to continue. A temporary suspension of loan payments, will allow Blazer to better withstand the financial impacts of lost revenue due to Coronavirus. According to the agreement, interest will not accrue during this time. The loan payments will be suspended and start back in January of 2021.

### FISCAL IMPACT:

Extension of loan repayment. No loss or gain.



## FORBEARANCE AGREEMENT

This Forbearance Agreement is made and entered into as of the dates indicated below, by and between The City of Columbus, 2424 14<sup>th</sup> St, Columbus, Nebraska, 68602 (hereinafter referred to as the “Lender”), and Blazer LLC and Blazer Holdings LLC, 5109 26<sup>th</sup> St., Columbus, Nebraska, 68601 (hereinafter individually and/or collectively referred to as “Borrower”).

WHEREAS, Borrower and Lender entered into a Loan Agreement on or about February 2, 2015 through Lender’s “840” Local Economic Development Fund; and

WHEREAS, the February 2, 2015 Loan Agreement is evidenced by Resolution R15-25 of Lender; and

WHEREAS, Lender lent and Borrower borrowed the total sum of \$300,000 at 1% interest to be repaid over a period of six years; and

WHEREAS, as of March 2020 was executed Borrower was current with all its repayment obligations; and

WHEREAS, Borrower is being negatively affected by the unprecedented and continuing evolving circumstances and uncertainties presented by the spread of the COVID-19 virus/pandemic; and

WHEREAS, the length and severity of health crisis being caused by the COVID-19 virus/pandemic is unknown; and

WHEREAS, Borrower has requested the Lender temporarily suspend collection of its monthly payments and forbear from exercising certain of its rights and remedies under the February 2, 2015 Loan Agreement; and

WHEREAS, Lender is willing to agree to a forbearance of Borrower’s monthly loan payments according to the terms and conditions specified herein.

**NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. **Acknowledgment of Obligations.** Borrower hereby acknowledges, reaffirms the validity, and agrees that all Obligations, including the principal indebtedness, interest at either the non-default or the default rate, and fees, costs, expenses and other charges now or hereafter payable by Borrower to the Lender pursuant to the February 2, 2015 Loan Agreement, are unconditionally owed by Borrower, without offset, defense or counterclaim of any kind, nature or

description whatsoever.

2. **Acknowledgment of Security Interests.** Borrower hereby acknowledges, confirms and agrees that Lender has and shall continue to have valid, enforceable, perfected (except to the extent not required to be perfected in accordance with the terms of the February 2, 2015 Loan Agreement) and unavoidable first-priority Liens (subject only to Permitted Liens) upon and security interests in the Collateral and all other collateral granted to Lender pursuant to the February 2, 2015 Loan Agreement or as otherwise granted to or held by Lender.

3. **Forbearance.** In reliance upon the representations, warranties and covenants of Borrower in the February 2, 2015 Loan Agreement, in this Forbearance Agreement, and any other documents or instruments executed in connection herewith, Lender hereto agrees to a forbearance of Borrower's monthly loan payments as follows:

- (a) **What is in Forbearance/Suspension.** Borrower's monthly loan payments of \$5,130 (which includes principal or interest) required under the February 2, 2015 Loan Agreement are the only obligation of Borrower being granted forbearance/suspension, all other terms and conditions of the February 2, 2015 Loan Agreement shall continue to be followed and complied with by Borrower. Lender has agreed to forbear with respect to its rights or remedies concerning nonpayment of Borrower's monthly payments during the time frame of Forbearance.
- (b) **Time Frame of Forbearance.** Borrower shall not be required to make its required monthly payments (principal or interest) from April 1, 2020 through and including December 31, 2020. Interest shall not accrue during this time frame.
- (c) **Forbearance Termination.** After December 31, 2020, this Forbearance shall automatically terminate without any further action or notice by either Party.
- (d) **After Forbearance Termination.** Therefore, after the forbearance termination date has passed, Borrower shall resume making its regular monthly payments (principal and interest) starting with the January 1, 2021 payment.
  - (i) **Borrower's Continued Obligation For Payments Not Made During Forbearance Time Frame.** Borrower agrees and acknowledges that this Forbearance Agreement is not for the purposes of debt forgiveness. The nine monthly payments that come due during the forbearance period (i.e. for the months of April, May, June, July, August, September, October, November, and December in 2020) shall be added to the end of the repayment period set forth in the February 2, 2015 Loan Agreement for a similar time period and be subject to all terms and conditions of that agreement.
  - (ii) **Updated Payment Schedule.** Attached and incorporated as "Exhibit A" is the new payment schedule showing the nine payments being moved and added to the end of the repayment period.

4. **Other Events of Default.** The parties hereto acknowledge, confirm and agree that any misrepresentation by Borrower or any failure of Borrower to comply with the covenants and conditions of this Agreement or the February 2, 2015 Loan Agreement shall constitute default under this Agreement and the February 2, 2015 Loan Agreement.

5. **Non-Waiver.** Lender has not waived by this Agreement, and is not waiving, any right or term contained in the February 2, 2015 Loan Agreement nor any default of said Agreement that may exist or be continuing on the date hereof or that may occur after the date hereof. Lender shall continue to enjoy the full legal protections and benefits outlined in the February 2, 2015 Loan Agreement. No waiver by Lender of any default of the February 2, 2015 Loan Agreement shall operate as a waiver or any other default or of the same default on a future occasion.

6. **Binding Effect.** This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) of the parties hereto.

7. **Caption Heading:** Caption Headings are for convenience only and are not to be used to interpret or define the provisions of this Agreement.

8. **Authorization.** Borrower's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the Borrower and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Borrower, with any law, regulation, or court order that is applicable to the Borrower in any way.

9. **Modification of Agreement.** This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

10. **Severability.** Invalidation of any one or more of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provision of the Agreement, which other provisions shall remain in full force and effect.

11. **Full Integration.** This document is a fully integrated agreement and supersedes any and all prior agreements, whether oral or written, between the parties, and, this document embodies a full and complete understanding of the parties.

Executed this \_\_\_\_ Day of April, 2020, by Brent Ogle, Kirk Diers, and Blazer, LLC.

Blazer, LLC

BY: \_\_\_\_\_

Brent Ogle, member of Blazer, LLC and  
President of Industrial Division

\_\_\_\_\_  
Brent Ogle, Individually

Blazer, LLC

BY: \_\_\_\_\_

Kirk Diers, member of Blazer, LLC, and  
President of Athletic Division

\_\_\_\_\_  
Kirk Diers, Individually

Executed this \_\_\_\_\_ Day of April, 2020, by The City of Columbus.

BY: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Columbus

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
City Clerk, City of Columbus

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, City of Columbus

**RESOLUTION NO. R20- 33**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE FORBEARANCE AGREEMENT WITH BLAZER, LLC, BRENT OGLE, AND KIRK DIERS, TO TEMPORARILY SUSPEND LOAN PAYMENTS THROUGH JANUARY 20, 2021, FOR ECONOMIC DEVELOPMENT "840" LOAN APPROVED BY RESOLUTION NO. R18-20; COPIES OF WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTION THEREOF IN CONFLICT HEREWITH.

WHEREAS, the city by Resolution No. R18-20 approved and provided a loan to Blazer LLC, Brent Ogle, and Kirk Diers (herein collectively referred to as "Blazer"), from the City's "840" Local Economic Development Fund; and

WHEREAS, Blazer at this time is current on loan repayment obligations; and

WHEREAS, the City of Columbus, the State of Nebraska, and the Country in general, are dealing with unprecedented and constantly evolving circumstances and uncertainty presented by the spread of the COVID-19 virus/pandemic; and

WHEREAS, because of the uncertainty with the COVID-19 virus/pandemic and the effect that it is having on businesses, Blazer has requested a temporary suspension of loan repayment obligations for the loan with the City; and

WHEREAS, the Citizen Advisory Review Committee (CARC) has met regarding the request of Blazer and the CARC is recommending a temporary suspension of loan repayment obligations for the loan through the 2020 calendar year; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Forbearance Agreement with Blazer to temporarily suspend their loan payments through January 20, 2021, regarding their Economic Development "840" Loans evidenced by Resolution No. 18-20 is hereby approved, a copy of said Forbearance Agreement is attached hereto and incorporated herein by this reference; and, the Mayor is authorized, directed and empowered to execute the same on behalf of the City of Columbus.

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

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY



# The City of **Columbus**

**RESPONSIBLE** • **RESPONSIVE** • **REPUTABLE**  
Administration Office (402) 562-4232 Fax (402) 563-1380

## memorandum

**DATE:** April 2, 2020  
**TO:** Mayor and City Council Members  
**FROM:** Tara Vasicek, City Administrator   
**RE:** Blazer Manufacturing Loan Payment Suspension

**RECOMMENDATION:**

Approve the resolution approving the forbearance agreements.

**DISCUSSION:**

Blazer Manufacturing currently has two loans from the City's Economic Development fund. Blazer has made all loan payments in full and on schedule. Part of Blazer's business is the manufacturing of track and field equipment, this business has gone to nearly zero because of the current Coronavirus pandemic. Blazer has continued to keep their full staff employed and desires to continue. A temporary suspension of loan payments, will allow Blazer to better withstand the financial impacts of lost revenue due to Coronavirus. According to the agreement, interest will not accrue during this time. The loan payments will be suspended and start back in January of 2021.

**FISCAL IMPACT:**

Extension of loan repayment. No loss or gain.



## FORBEARANCE AGREEMENT

This Forbearance Agreement is made and entered into as of the dates indicated below, by and between The City of Columbus, 2424 14<sup>th</sup> St, Columbus, Nebraska, 68602 (hereinafter referred to as the “Lender”), and Brent Ogle, Kirk Diers, and Blazer LLC, 5109 26<sup>th</sup> St., Columbus, Nebraska, 68601 (hereinafter individually and/or collectively referred to as “Borrower”).

WHEREAS, Borrower and Lender entered into a Loan Agreement on or about February 20, 2018 through Lender’s “840” Local Economic Development Fund; and

WHEREAS, the February 20, 2018 Loan Agreement is evidenced by Resolution R18-20 of Lender; and

WHEREAS, Lender lent and Borrower borrowed the total sum of \$150,000 at 1% interest to be repaid over a period of five years; and

WHEREAS, as of March 2020 Borrower was current with all its repayment obligations; and

WHEREAS, Borrower is being negatively affected by the unprecedented and continuing evolving circumstances and uncertainties presented by the spread of the COVID-19 virus/pandemic; and

WHEREAS, the length and severity of health crisis being caused by the COVID-19 virus/pandemic is unknown; and

WHEREAS, Borrower has requested the Lender temporarily suspend collection of its monthly payments and forbear from exercising certain of its rights and remedies under the February 20, 2018 Loan Agreement; and

WHEREAS, Lender is willing to agree to a forbearance of Borrower’s monthly loan payments according to the terms and conditions specified herein.

**NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. **Acknowledgment of Obligations.** Borrower hereby acknowledges, reaffirms the validity, and agrees that all Obligations, including the principal indebtedness, interest at either the non-default or the default rate, and fees, costs, expenses and other charges now or hereafter payable by Borrower to the Lender pursuant to the February 20, 2018 Loan Agreement, are

unconditionally owed by Borrower, without offset, defense or counterclaim of any kind, nature or description whatsoever.

2. **Acknowledgment of Security Interests.** Borrower hereby acknowledges, confirms and agrees that Lender has and shall continue to have valid, enforceable, perfected (except to the extent not required to be perfected in accordance with the terms of the February 20, 2018 Loan Agreement) and unavoidable first-priority Liens (subject only to Permitted Liens) upon and security interests in the Collateral and all other collateral granted to Lender pursuant to the February 20, 2018 Loan Agreement or as otherwise granted to or held by Lender.

3. **Forbearance.** In reliance upon the representations, warranties and covenants of Borrower in the February 20, 2018 Loan Agreement, in this Forbearance Agreement, and any other documents or instruments executed in connection herewith, Lender hereto agrees to a forbearance of Borrower's monthly loan payments as follows:

- (a) **What is in Forbearance/Suspension.** Borrower's monthly loan payments of \$3,190 (which includes principal and interest) required under the February 20, 2018 Loan Agreement are the only obligation of Borrower being granted forbearance/suspension, all other terms and conditions of the February 20, 2018 Loan Agreement shall continue to be followed and complied with by Borrower. Lender has agreed to forbear with respect to its rights or remedies concerning nonpayment of Borrower's monthly payments during the time frame of Forbearance.
- (b) **Time Frame of Forbearance.** Borrower shall not be required to make its required monthly payments (principal or interest) from April 21, 2020 through and including January 20, 2021. Interest shall not accrue during this time frame.
- (c) **Forbearance Termination.** After January 20, 2021, this Forbearance shall automatically terminate without any further action or notice by either Party.
- (d) **After Forbearance Termination.** Therefore, after the forbearance termination date has passed, Borrower shall resume making its regular monthly payments (principal and interest starting with the January 21, 2021 payment.
  - (i) **Borrower's Continued Obligation For Payments Not Made During Forbearance Time Frame.** Borrower agrees and acknowledges that this Forbearance Agreement is not for the purposes of debt forgiveness. The nine monthly payments that come due during the forbearance period (i.e. for the months of April, May, June, July, August, September, October, November, and December in 2020) shall be added to the end of the repayment period set forth in the February 20, 2018 Loan Agreement for a similar time period and be subject to all terms and conditions of that agreement.

(ii) **Updated Payment Schedule.** Attached and incorporated as “Exhibit A” is the new payment schedule showing the nine payments being moved and added to the end of the repayment period.

4. **Other Events of Default.** The parties hereto acknowledge, confirm and agree that any misrepresentation by Borrower or any failure of Borrower to comply with the covenants and conditions of this Agreement or the February 20, 2018 Loan Agreement shall constitute default under this Agreement and the February 20, 2018 Loan Agreement.

5. **Non-Waiver.** Lender has not waived by this Agreement, and is not waiving, any right or term contained in the February 20, 2018 Loan Agreement nor any default of said Agreement that may exist or be continuing on the date hereof or that may occur after the date hereof. Lender shall continue to enjoy the full legal protections and benefits outlined in the February 20, 2018 Loan Agreement. No waiver by Lender of any default of the February 20, 2018 Loan Agreement shall operate as a waiver or any other default or of the same default on a future occasion.

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11. **Full Integration.** This document is a fully integrated agreement and supersedes any and all prior agreements, whether oral or written, between the parties, and, this document embodies a full and complete understanding of the parties.

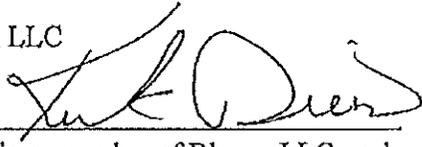
Executed this 2nd Day of April, 2020, by Brent Ogle, Kirk Diers, and Blazer, LLC.

Blazer, LLC

BY:   
Brent Ogle, member of Blazer, LLC and  
President of Industrial Division

  
Brent Ogle, Individually

Blazer, LLC

BY:   
Kirk Diers, member of Blazer, LLC, and  
President of Athletic Division

  
Kirk Diers, Individually

Executed this \_\_\_\_ Day of April, 2020, by The City of Columbus.

BY:

\_\_\_\_\_  
Mayor, City of Columbus

ATTEST:

\_\_\_\_\_  
City Clerk, City of Columbus

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, City of Columbus

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01959	ARL CREDIT SERVICES INC				
04/06/2020	INVOICE	PCCIT02	COLLECTION SERVICES	74.10	
04/06/2020	INVOICE	ACCBD100	COLLECTION SERVICES/FEHRINGER	25.00	
			Total:	99.10	
			Net of 2 Invoices / 0 Checks	99.10	
			1 2 invoices and 0 checks for 1 vendor:	99.10	