

City Council Regular Meeting
Monday, August 3, 2020 7:00 PM
Council Chambers
1369 25 Avenue
Columbus, NE 68601

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

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

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2. **PRAYER**

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

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

A. Minutes of July 20, 2020, City Council meeting.

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on July 20, 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 Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, Prent Roth, and Ron Schilling. Council Members Beth Augustine-Schulte and John Lohr were 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, Community Development Director Dan Curtis, Public Property Director Doug Moore, Human Resource Director Tammy Orender, and Library Assistant Brenda Pflum.
2. **PRAYER:** Bahr led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE.**
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out that there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Bahr and a second by Schilling. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.
 - 4.A. **Minutes of July 6, 2020, City Council meeting.**
 - 4.B. **Resolution No. R20-70 authorizing payment of various improvement projects.** Resolution No. R20-70 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: GEHRING CONSTRUCTION & READY MIX, INC. - TRAFFIC SIGNAL RENOVATION \$169,508.00; OBRIST & CO., INC. - SED #46 LOST CREEK PARKWAY 38TH STREET TO WEST OF 10TH AVENUE \$177,196.30.

4.C. Finance Department reports.

4.D. Payroll and bills on file. B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grants; R=Refund; S=Service & Supplies; T=Training
07/24/20 Payroll \$671,579.84; A & D Technical 174.89 S; A to Z Messaging 105.00 S; Ace Hardware 880.92 S; Ace Sanitation 117.00 S; Advance Auto Parts 1,149.66 S; Ag Spray Equip 431.18 S; AlphaMedia 1,675.00 S; Amazon 3,801.32 S; American Red Cross 380.00 T; Behlen Towing 910.00 S; L Benda Jr 31.00 E; BGNE 274.18 S; Bibliotheca 158.32 S; Black Hills Energy 1,132.64 S; Bob's U-Save Pharmacy 10.74 S; Brite 2,966.23 CP; Jed Brunken 1.00 S; Carolina Software 200.00 S; Cat's Pro Mow 250.00 S; Ctr Point Large Print 65.91 S; Central Parts 503.77 S; Central Sand & Gravel 871.84 S; Century Link 994.63 S; Kendall Christensen 120.00 R; Club Prophet 90.00 S; CNC Repair 303.48 S; Col Chamber 1,400.00 S; Col Family Resource Ctr 9,129.00 S; Col Retail 7,251.60 B; Col Tire 36.00 S; Cornhusker Power 900.13 S; Crouch Recreation 29,970.00 CP; Culligan 461.10 S; Cutting Edge Lawn Care 150.00 S; DHHS 40.00 T; Diamond Vogel 8,123.48 S; DTN 774.00 S; D Dunbar 14,957.90 E,S; Eakes 219.52 S; Ed M Feld Equip 826.00 S; Electrical Eng & Equip 667.38 S; Electronic Eng 599.21 S; Ergometrics 242.60 S; Ernst Auto 583.93 S; Evoqua Water Tech 17,638.02 S; Fastenal 298.60 S; FBG 1,840.20 S; First National Bank 3,295.25 E; Frontier 3,709.23 S; Galls 594.96 S; Gehring Const 172,925.00 CP,S; Steffy Ford 5.89 S; G-O Rapid Lube 82.98 S; Godfather's 231.93 S; Great Plains Bldg 111.25 S; Great Plains Comm 310.00 S; Gunslingers 275.50 S; Hadley-Braithwait 128.85 S; Hawkins 3,994.69 S; HDR 66,285.68 CP; Heartland Natural Gas 518.51 S; Hobby Lobby 285.57 S; Mark Howerter MD 598.00 S; HR Direct 79.99 S; Huffy's Airport Windsock 483.80 S; Hy-Vee 318.08 S; Ingram Library Services 1,569.56 S; Int'l Hanger 289.41 S; Interstate Battery 361.90 S; Island Supply Welding 972.95 S; Jackson Services 1,461.58 S; Johnson Controls 805.00 S; K & S Tool 299.99 S; Kelly Supply 39.57 S; Kidwell 35,000.00 CP; Kirkham Michael 1,500.00 S; E Kluever 56.34 E; Lakeview Small Engine 16,759.98 CP,S; Language Line 80.00 S; Lawson Products 401.14 S; Lincoln Winwater Works 5,558.64 S; Lingo 51.64 S; Loup Power 96,753.66 S; M & L 6,626.25 S; MacQueen Equip 318.32 S; Mail Prep 4,298.09 S; Matheson-Linweld 24.30 S; Mc2 2,214.30 S; Menards 755.68 S; Mid-Plains Industries 1,444.35 S; MW Diesel 104.46 S; MW Laboratories 2,043.25 S; MW Tape 78.98 S; MW Turf 44.18 S; Mike's Towing

875.00 S; P Miller 125.00 E; Motorola Solutions 8,422.40 CP; Shane Mueller 146.50 S; NAPA 386.55 S; NE Harvestore Systems 33.54 S; Niemann's Port-A-Pot 40.00 S; NENEDD 121,512.44 G; NE NE Solid Waste Coalition 66,844.99 S; NWEA 40.00 S; Obrist & Co 177,372.30 CP,S; Occupational Health 336.00 S; OCLC 1,218.43 S; Officenet 194.43 S; Olson's Pest Techn 152.00 S; One Call Concepts 324.58 S; One Source 1,214.00 S; O'Reilly 353.35 S; Paper Tiger Shredding 45.00 S; Penne Screenprinting 259.00 S; Pete Lien 5,396.28 S; Petty Cash 8.53 E; Pitney Bowes 570.10 S; Platte County 3,097.23 S; Platte County Ag 1.00 S; Platte Valley Comm 139.20 S; Platte Valley Humane Society 20,000.00 S; Port-A-Johns 325.00 S; Prieto Valdez Yusmailys 22.67 R; Productivity Plus 77.79 S; Reardon 158.94 S; Recorded Books 22.50 S; Rembolt Ludtke 67.00 S; Rey Freeman Comm 2,180.00 CP; Road Builders Machinery 116.53 S; Rosenbauer Aerials 955.87 S; RVW 149.00 S; S & S Willers 407.00 S; Sackett Electric 368.66 S; Sapp Bros 19,143.02 S; M Sargent 32.55 E; Security Equip 921.60 S; Sherwin-Williams 1,167.73 S; Shevlin Supply 682.20 S; Sipple Hansen Emerson Schumacher & Klutman 5,834.70 S; Southern Carlson 256.58 S; Specialtee Screen Printing 408.00 S; Super Saver 74.92 S; Superior 16,059.70 S; Sysco 2,684.58 S; Telecommunications Systems 1,554.00 S; Time Warner 16.74 S; Tire Outlet 415.00 S; Tractor Supply 772.18 S; Traffic Control 15,850.00 CP; Training ABC 322.50 T; Truck Center 129.16 S; Turtle Tracks 262.00 S; Twin Rivers Vet 45.00 S; Ty's Outdoor Power 173.71 S; U & I Sanitation 531.44 S; US Treasury 1,095.15 S; Verizon 2,874.76 S; Waste Connections 138.06 S; Wellness Partners 10.00 S; Wemhoff Refrigeration 158.00 S; Wilson & Co 6,353.17 CP; Don Wurdeman 45.01 R; Zee Medical 181.60 S. TOTAL \$1,711,587.77.

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

6. **SPECIAL PRESENTATIONS:** None

7. **PUBLIC HEARINGS:**

7.A. **Public hearing - Application of Habitat for Humanity of Columbus for final plat and development agreement of New Hope 2nd Subdivision (41 Avenue between 13 and 14 Streets). (Planning Commission recommends approval.)** Richard Snyder, Snyder Engineering on behalf of the applicant, was available to answer questions. No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Jablonski. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.

7.A.1. **Resolution No. R20-71 approving final plat and development agreement.** Resolution No. R20-71 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE

DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS LOT 2 SHARP SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA EXCEPTING THEREFROM A TRACT OF LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S 89°55'57" W, 150.00 FT. ON THE SOUTH LINE OF SAID LOT 2; THENCE N 00°01'04" E, 134.68 FT.; THENCE N 89°59'26" E, 150.00 FT. TO THE EAST LINE OF SAID LOT 2; THENCE S 00°01'04" W, 134.53 FT. ON THE EAST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; HEREINAFTER TO BE KNOWN AS "NEW HOPE 2ND SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA", AND APPROVING THE PLAT THEREOF, AND APPROVING AND ACCEPTING THE NEW HOPE 2ND SUBDIVISION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND HABITAT FOR HUMANITY OF COLUMBUS, NE, INC., A NEBRASKA NON-PROFIT CORPORATION, WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF THE SUBDIVIDER AND THE LOT OWNERS WITH RESPECT TO SAID SUBDIVISION; AND AUTHORIZING THE MAYOR TO SIGN THE NEW HOPE 2ND SUBDIVISION DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS SUBDIVISION was adopted with a motion by Schilling and a second by Hiemer. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.

7.B. Public hearing - Application of Habitat for Humanity of Columbus to rezone property located at Habitat Drive and 41 Avenue from "R-1" (Single-Family Residential District) to "R-2" (Urban-Family Residential District). (Planning Commission recommends approval.) Clark Grant, attorney on behalf of the applicant, was available to answer questions. No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Schilling. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.

7.B.1. Ordinance No. 20-12 approving rezoning. The rules were suspended and Ordinance No. 20-12 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOT 1, BLOCK A, AND LOT 1, BLOCK B, NEW HOPE 2ND SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, FROM THE PRESENT ZONING CLASSIFICATION OF "R-1"

(SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "R-2" (URBAN-FAMILY RESIDENTIAL DISTRICT); TO AMEND THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Hiemer and a second by Kresha. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent. Ordinance No. 20-12 was adopted with a motion by Hiemer and a second by Schilling. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.

- 7.C. Public hearing - Application of Allsman Enterprises, LLC to rezone property located at 53 Avenue and Highway 81 from "B-2" (General Commercial District) to "R-1" (Single-Family Residential District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends denial.)** Jacqueline Tessendorf, representing Adam Osborn, Taresa Kratochvil, and Neil Kuhlman, neighboring business owners of the proposed rezoning property, spoke in opposition to the rezoning. She referred to the city's comprehensive plan, said there has been progress and growth in the northwest part of the city, and expressed concerns that the commercial values in the area may decline if the rezoning is approved. Adam Osborn, Osborn Sales and Service; Taresa Kratochvil, Kuhlman and Kratochvil P.C.; Brad Morton, 5108 33 Street; Jamie Clay, 5107 33 Street; Kelly Schindler, 3385 53 Avenue; Cliff Schroeder, 1611 22 Street; Neil Kuhlman, 3285 53 Avenue; Cory Nelson, 5216 33 Street; and Janice Schindler, 3385 53 Avenue, all spoke in opposition to the rezoning for the following reasons: business of surrounding businesses would diminish; truck and trailer parking at current businesses as well as noise from nearby trains and highway traffic would be a hindrance in a residential area; would not be eye appealing for travelers entering the city; and city plans designate this area as B-2. Clark Grant, attorney on behalf of Matt and Katy Allsman, distributed a handout identifying previously approved Special Use Permits that allow single-family dwellings in B-2 zoning districts and pointed out the number of homes that are located near arterials. Grant explained that the Allsman's purchased four homes from St. Bonaventure church in conjunction with the church expansion in an attempt to save the homes and fulfill a need in the community for low-income housing. He noted that this property where they would like to relocate the houses to has been on the market for 950 days, leading them to believe there is no commercial interest in the property. Grant also pointed out that there are currently residential properties within 300 feet of the proposed rezoning property. Katy and Matt Allsman, 663 Louis Place, explained the events that have transpired to date. They gave a presentation on the number of houses

they have renovated and said the plan is to do the same with these homes to make them appealing and move-in ready. Natasha Gonzalez, 2705 21 Street, stated she is neither opposed nor supportive of this application and she listed the following pros and cons: Cons-location is not conducive for low-income housing and the property is too close to the highway; Pros-Demolishing the houses would be wasteful and there would be a cost-savings to move four houses to same location. Colleen Bray, 166 Lakeshore Drive; Allen Brinkler, 2009 12 Street; Michael Weverka, 3117 18 Street; Derrick Klosner, 160 E Washington, Shelby; and Samantha Higgins, 130 3 Avenue, Shelby, expressed their support of the rezoning and presented their experiences with non-affordable housing in Columbus. The public hearing closed with a motion by Bahr and a second by Schilling. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.

- 7.C.1. Ordinance No. 20-13 approving rezoning.** The rules were suspended and Ordinance No. 20-13 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOT 4, BLOCK B, WESTBROOK ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, FROM THE PRESENT ZONING CLASSIFICATION OF "B-2" (GENERAL COMMERCIAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Jablonski and a second by Schilling. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent. Ordinance No. 20-13 was denied with a motion by Jablonski and a second by Schilling. Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and Bahr voted "Nay". Augustine-Schulte and Lohr were absent.

- 7.D. Public hearing - Application of Scrib's House Moving, on behalf of Allsman Enterprises, LLC, to move a house from 1604 16 Street to 3185 53 Avenue. (Planning Commission recommends approval contingent on approval of rezoning application.)**

AND

7.E. Public hearing - Application of Scrib's House Moving, on behalf of Allsman Enterprises, LLC, to move a house from 1614 16 Street to 3179 53 Avenue. (Planning Commission recommends approval contingent on approval of rezoning application.)

AND

7.F. Public hearing - Application of Scrib's House Moving, on behalf of Allsman Enterprises, LLC, to move a house from 1622 16 Street to 3173 53 Avenue. (Planning Commission recommends approval contingent on approval of rezoning application.)

AND

7.G. Public hearing - Application of Scrib's House Moving, on behalf of Allsman Enterprises, LLC, to move a house from 1702 16 Street to 3167 53 Avenue. (Planning Commission recommends approval contingent on approval of rezoning application.)

The public hearings for Agenda Items 7D, 7E, 7F, and 7G were removed from the agenda with a motion by Schilling and a second by Bahr. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.

8. PETITIONS AND COMMUNICATIONS: None

9. REPORTS OF CITY OFFICES: Included in Consent Agenda

10. REPORTS OF COUNCIL COMMITTEES:

10.A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - July 13, 2020

10.A.1. Minutes of the June 8, 2020, Traffic Control Device Committee. The Public Property, Safety, and Works Committee recommended to the mayor and council that the minutes of the June 8, 2020, Traffic Control Device Committee be approved. The report was adopted with a motion by Schilling and a second by Bahr. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.

10.A.2. Installation and maintenance policy for street sign standard. The Public Property, Safety, and Works Committee recommended to the mayor and council that the Street Sign Standard, Installation, and Maintenance Policy be adopted. The report was adopted with a motion by Schilling and a second by Kresha. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.

10.A.3. Update to snow emergency route. The Public Property, Safety, and Works Committee recommended to the mayor and council that the updates to the snow emergency route be approved. The report was adopted with a motion by

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

10.B. PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE - July 14, 2020

10.B.1. Increase Telephone Occupation Tax from 3 percent to 5 percent. The Public Finance, Judiciary, and Personnel Committee recommended to the mayor and council that the telephone occupation tax be increased from 3 percent to 5 percent. Vasicek explained that the increase in the telephone occupation tax will help cover the additional costs of small cell facilities in the right-of-way. The report was adopted with a motion by Jablonski and a second by Kresha. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.

10.B.2. Creation of Senior Office Associate II position and update to the pay plan. The Public Finance, Judiciary, and Personnel Committee recommended to the mayor and council that the position of Senior Office Associate II be created and the pay plan be updated. The report was adopted with a motion by Jablonski and a second by Bahr. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.

10.B.3. Increase to health insurance premiums. The Public Finance, Judiciary, and Personnel Committee recommended to the mayor and council that the renewal option from Companion Life IISI be accepted and the deductible be increased from \$60,000 to \$75,000. The report was adopted with a motion by Jablonski and a second by Hiemer. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Application of Meadow Ridge Properties, LLC for preliminary plat of Meadow Ridge Eighth Addition (south and west of the intersection of 42 Street and 54 Avenue). (Planning Commission recommends approval.) The preliminary plat of Meadow Ridge Eighth Addition was approved with a motion by Bahr and a second by Kresha. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.

13.B. Quotes for approximately 330 tons of agri-lime from Bryan Rock

- Products, Inc. in the amount of \$17.90 per ton and from Koch Excavating Co. in the amount of \$42.90 per ton to haul to Pawnee Park baseball field.** It was noted that the last purchase of agri-lime was approximately ten to fifteen years ago. The quotes from Bryan Rock Products, Inc. for agri-lime and from Koch Excavating Co. for hauling agri-lime were accepted with a motion by Roth and a second by Schilling. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.
- 13.C. Quote from Shelby Lumber Company, Inc. in the amount of \$15,645 for shelter roof replacement at Glur Park.** The quote from Shelby Lumber Company, Inc. for shelter roof replacement was accepted with a motion by Kresha and a second by Roth. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.
- 13.D. Quote from Wacha Construction in the amount of \$12,144 for concrete in batting cages at Bradshaw Park softball fields.** The quote from Wacha Construction for concrete in batting cage was accepted with a motion by Bahr and a second by Hiemer. Bahr, Hiemer, Kresha, Roth, and Schilling voted "Aye" and Jablonski voted "Nay". Augustine-Schulte and Lohr were absent.
- 13.E. Comments from mayor and city council members.** Bulkley acknowledged the need for low-income housing in the community. He commended staff on the successful refinancing of bonds and noted that the projected savings was \$1.6 million and the actual savings was \$2.5 million.
- 14. RESOLUTIONS:**
- 14.A. Resolution No. R20-72 awarding contract to Bierman Contracting, Inc. in the amount of \$225,100 for demolition of the vacated Senior Center/Fire Station.** Resolution No. R20-72 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO BIERMAN CONTRACTING, INC. IN THE AMOUNT OF \$225,100 FOR THE SENIOR CENTER/FIRE STATION DEMOLITION was adopted with a motion by Kresha and a second by Schilling. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.
- 14.B. Resolution No. R20-73 approving agreement with State of Nebraska Department of Transportation for emergency vehicle preemption installation at U.S. Highway 81 and 45 Avenue and U.S. Highway 81 and 48 Avenue intersections.** Resolution No. R20-73 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH THE STATE OF NEBRASKA

DEPARTMENT OF TRANSPORTATION, AGREEMENT NO. ZL2003, FOR EMERGENCY VEHICLE PREEMPTION INSTALLATION AT THE U.S. HIGHWAY 81 AND 45 AVENUE AND U.S. HIGHWAY 81 AND 48 AVENUE INTERSECTIONS; 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 was adopted with a motion by Jablonski and a second by Bahr. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.

- 14.C. Resolution No. R20-74 setting Tuesday, September 8, 2020, from 5:30 p.m. to 6:45 p.m. when the mayor and council shall sit as a Board of Equalization to equalize and levy special assessments for Street Improvement District No. 182 (33 Avenue from 39 Street to Lost Creek Parkway) and Water Extension District No. 62 and Sewer Extension District No. 44 (East 12 Avenue from U.S. Highway 30 frontage road south 530 feet).** Resolution No. R20-74 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPOINTING THE DAY AND TIME WHEN THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SHALL SIT AS A BOARD OF EQUALIZATION TO EQUALIZE AND LEVY SPECIAL ASSESSMENTS was adopted with a motion by Roth and a second by Kresha. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.
- 14.C.1. Certificate of costs, apportionment of costs, and preliminary assessment schedules for Street Improvement District No. 182, Water Extension District No. 62, and Sewer Extension District No. 44.** The certificate of costs, apportionment of costs, and preliminary assessment schedules for Street Improvement District No. 182, Water Extension District No. 62, and Sewer Extension District No. 44 were approved with a motion by Roth and a second by Hiemer. Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent.
- 15. ORDINANCES ON FIRST READING:** None
- 16. ORDINANCES ON SECOND READING:** None
- 17. ORDINANCES ON THIRD READING:** None
- 18. CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Payroll and all other bills included in Consent Agenda
- 18.A. ARL Credit Services.** ARL Credit Services - Service \$25.02. 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 Schilling. Bahr, Hiemer, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent. Jablonski abstained from voting. The bill from ARL Credit Services was approved with a motion by Bahr and a second by Schilling. Bahr, Hiemer, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte and Lohr were absent. Jablonski abstained from voting.

19. **UNFINISHED BUSINESS:** None
20. **ADJOURNMENT:** The meeting adjourned at 8:36 p.m.

Presented and approved this 3 day of August, 2020.

MAYOR

ATTEST:

CITY CLERK

- B. Civil Service Commission minutes from July 30, 2020, certifying additional police officer candidates: Bo Dittmer and Brittany White.

CIVIL SERVICE COMMISSION MINUTES

July 30, 2020

A meeting of the Columbus Civil Service Commission was convened in open and public session by Chair Doug Kluth on Thursday, July 30, 2020 at 4:30 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 July 28, 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 Doug Kluth 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, Chris Steinke, Bill Gumm, Jack Gutierrez and Troy Loeffelholz. The minutes from the June 16 and 17, 2020 meetings were approved with a motion by Steinke and a second by Gutierrez with all members voting "Aye".

The purpose of the meeting was to select two names from the list of candidates for the position of Police Officer who would be certified to the appointing authority as qualified for the position of Police Officer.

Following discussion, it was moved by Loeffelholz and seconded by Gutierrez to certify to the Mayor and City Council, the applicants Bo Dittmer and Adam Pinkston to move up on the list of names. The motion failed with Loeffelholz and Gutierrez voting "Aye", Gumm, Kluth, and Steinke voting "Nay". Following further discussion, it was moved by Gumm and seconded by Steinke to certify to the Mayor and City Council the applicants Bo Dittmer and Brittany White to move up on the list of names. The motion passed with Gumm, Kluth, and Steinke voting "Aye", and Loeffelholz and Gutierrez voting "Nay".

There being no further items of business for the agenda, the meeting was adjourned at approximately 4:55p.m. on July 30, 2020.

Respectfully submitted,

Tammy Orender
Civil Service Commission Secretary

- C. Change date of first meeting in September 2020 to 7 p.m., Tuesday, September 8, 2020, due to Labor Day holiday.
- D. Resolution No. R20-75 authorizing payment of various improvement projects.

RESOLUTION NO. R20- 75

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:

Gehring Construction & Ready Mix, Inc. Concrete Paving Improvements \$114,609.00

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:

Gehring Construction & Ready Mix, Inc. Concrete Paving Improvements \$114,609.00

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:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Contractor's Application and Certificate of Payment

COPY



Contractor's Application for Payment No: 6		
Application Period: 5/19/20 to 7/21/20		
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
TOTALS	\$ -	\$ -
NET CHANGE		

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).....	\$ 948,235.40
5. RETAINAGE: (Capped at 10% of 50% of Contract)	\$ 65,326.66
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 882,908.74
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 768,299.74
8. AMOUNT DUE THIS APPLICATION.....	\$ 114,609.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column I on Progress Estimate + Line 5 above).....	\$ 423,624.46

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: 7-21-20

Printed/Typed Name: Stephen Anderson

Payment of: \$ 114,609.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ 114,609.00
(Line 8 or other - attach explanation of the other amount)

is approved by: Rick Bogus (Owner) 7/28/20 (Date)

Approved by: _____ (Date)

Funding Agency (if applicable) _____ (Date)

E. Payroll and bills on file.

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
51826	AQUA-PURE INC	07/03/2020	08/04/2020	8,802.82	8,802.82	Open	N
51827	AQUA-PURE INC	07/03/2020	08/04/2020	7,454.67	7,454.67	Open	N
51848	HAWKINS INC	07/22/2020	08/04/2020	5,676.32	5,676.32	Open	N
51867	NEBRASKA REGIONAL INTEROP NTWK	06/15/2020	08/04/2020	5,400.00	5,400.00	Open	N
51947	CITY OF COLUMBUS	07/27/2020	08/04/2020	8,508.01	8,508.01	Open	N
51960	MULLER, RODNEY W.	07/28/2020	08/04/2020	7,500.00	7,500.00	Open	N
# of Invoices:	6	# Due:	6	Totals:	43,341.82	43,341.82	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					43,341.82	43,341.82	

--- TOTALS BY FUND ---

200 - STREETS/ENGINEERING	7,500.00	7,500.00
220 - COMMUNICATIONS - E911	918.00	918.00
221 - COMMUNICATIONS - WIRELESS E9	4,482.00	4,482.00
500 - UTILITY SERVICE	8,508.01	8,508.01
520 - WATER	21,933.81	21,933.81

--- TOTALS BY DEPT/ACTIVITY ---

200 - STREETS	7,500.00	7,500.00
220 - E911	918.00	918.00
221 - WIRELESS E911	4,482.00	4,482.00
501 - WASTEWATER TREATMENT FAC	8,508.01	8,508.01
520 - WATER	21,933.81	21,933.81

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00116	ACE HARDWARE & GARDEN CNT				
08/04/2020	INVOICE	170511/5	PAINT BRUSHES	23.80	
08/04/2020	INVOICE	170539/5	PRIMER BULB ZAMA	5.99	
08/04/2020	INVOICE	170534/5	KEY WEISER WE5-ACE	11.45	
08/04/2020	INVOICE	170558/5	PAINT SUPPLIES	70.82	
08/04/2020	INVOICE	170554/5	GRAFITTI REMOVER	39.96	
08/04/2020	INVOICE	170546/5	MOLOTEX II BAIT	8.55	
08/04/2020	INVOICE	170524/5	PLUNGER	8.59	
08/04/2020	INVOICE	170627/5	REFILL STRP WHT MED FOAM	14.36	
08/04/2020	INVOICE	170655/5	WASTEBASKET, BOLT EYE	18.58	
08/04/2020	INVOICE	170662/5	ROLLER FRAME	7.98	
08/04/2020	INVOICE	170669/5	BATTERIES, AIR FILTERS	27.16	
08/04/2020	INVOICE	170676/5	MASKS	34.99	
08/04/2020	INVOICE	170491/5	BATTERIES	9.59	
08/04/2020	INVOICE	170689/5	PL PREMIUM FASTGRAB, FLEX SEAL	47.56	
08/04/2020	INVOICE	170722/5	REF: RECOIL TRIMMER	39.27	
08/04/2020	INVOICE	170726/5	PROPANE	109.33	
08/04/2020	INVOICE	170747/5	BOWL CLEANER	8.37	
08/04/2020	INVOICE	170771/5	NUTSETTER MAG SET 4PC	11.99	
08/04/2020	INVOICE	170660/5	CRABGRASS, WEED KILLER	57.98	
08/04/2020	INVOICE	170787/5	SCREWS	5.68	
08/04/2020	INVOICE	170835/5	UNION BRASS COMP 1/4"	4.99	
08/04/2020	INVOICE	170810/5	PVC CEMENT, PIPE THREAD, ROUNDUP	27.07	
08/04/2020	INVOICE	170818/5	TORO ENGINE OIL FILTER	15.99	
08/04/2020	INVOICE	170810/5 OFFLN	ELECT TAPE, SCREWS	3.86	
08/04/2020	INVOICE	170813/5 OFFLN	SPRAY PRIMER	20.97	
Total:				634.88	
Net of 25 Invoices / 0 Checks				634.88	
00180	ADVANCE AUTO PARTS				
08/04/2020	INVOICE	5606020263662	HALOGEN HEADLAMPS	24.60	
08/04/2020	INVOICE	5606020263649	HYD/TRANSMISSION	8.24	
08/04/2020	INVOICE	5606017763592	ADHESIVE REMOVER	12.86	
Total:				45.70	
Net of 3 Invoices / 0 Checks				45.70	
00587	AQUA-PURE INC				
08/04/2020	INVOICE	COLNE2006	MAY SERVICE CONTRACTS-SF, NORTH/SOUTH WELLS	8,802.82	
08/04/2020	INVOICE	COLNE2005	APRIL SERVICE CONTRACTS-SF, NORTH/SOUTH WEL:	7,454.67	
Total:				16,257.49	
Net of 2 Invoices / 0 Checks				16,257.49	
10414	B2 ENVIRONMENTAL				
08/04/2020	INVOICE	24653	FIRE/SR CTR DEMOLITION PROJECT-BID WALK	350.00	
Total:				350.00	
Net of 1 Invoices / 0 Checks				350.00	
02344	BAIRD HOLM LLP				
08/04/2020	INVOICE	251432	LEGAL SERVICES-POLICE PENSION PLAN	1,400.00	
Total:				1,400.00	
Net of 1 Invoices / 0 Checks				1,400.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03124 08/04/2020	BEARD-WARREN HEATING & INVOICE	070942	WASH OUT CONDENSER COILS/REPL FILTERS	586.96	
			Total:	586.96	
			Net of 1 Invoices / 0 Checks	586.96	
10435 08/04/2020	BEST VERSION MEDIA, LLC INVOICE	217771-202009	COLUMBUS NEIGHBORS AD-SEPT	152.00	
			Total:	152.00	
			Net of 1 Invoices / 0 Checks	152.00	
03256 08/04/2020	BLACK HILLS ENERGY INVOICE	9374 2782 77 FINAL	FINAL BILLING FOR OLD FIRE STATION-SHUT OFF	9.51	
			Total:	9.51	
			Net of 1 Invoices / 0 Checks	9.51	
00337 08/04/2020	BOMGAARS INVOICE	35657749	BITS, BOLTS	12.14	
08/04/2020	INVOICE	35660621	HOLE SAW, SHOWER DRAINS	29.32	
08/04/2020	INVOICE	35652001	CONCRETE SEALANT, MURIATIC ACID	24.66	
08/04/2020	INVOICE	35651914	GLOVES, CONCRETE SEALANT	87.67	
08/04/2020	INVOICE	35658610	DRILL PUMP KIT	11.99	
08/04/2020	INVOICE	35647506	BOLTS, FASTENERS, SET COLLAR	20.24	
08/04/2020	INVOICE	35647508	ADJUSTABLE WRENCHES	24.98	
08/04/2020	INVOICE	35652352	SCREW HOOKS	17.38	
08/04/2020	INVOICE	35653956	FASTENERS	10.86	
08/04/2020	INVOICE	35654489	BULK BOLTS	0.47	
08/04/2020	INVOICE	35657803	FASTENERS	21.98	
08/04/2020	INVOICE	35658166	BARREL FAN, DIRECT DRIVE FAN	571.98	
08/04/2020	INVOICE	35658350	ANGLE IRON	71.93	
08/04/2020	INVOICE	35658383	FASTENERS	7.16	
08/04/2020	INVOICE	35656856	LEVEL, CUP AND COMMAND HOOKS	21.24	
08/04/2020	INVOICE	35648044	EDGER STONE	38.40	
08/04/2020	INVOICE	35657440	FASTENERS	7.54	
			Total:	979.94	
			Net of 17 Invoices / 0 Checks	979.94	
00240 08/04/2020	BOUND TREE MEDICAL LLC INVOICE	83697619	MEDICAL SUPPLIES	714.88	
			Total:	714.88	
			Net of 1 Invoices / 0 Checks	714.88	
03137 08/04/2020	CENTRAL PARTS & MACHINE INVOICE	2875 001-408841	COUPLING, HOSES	111.71	
08/04/2020	INVOICE	2775 001-408810	HIPWR BELT	14.83	
08/04/2020	INVOICE	13270 001-408608	RADIATOR CAP	3.64	
08/04/2020	INVOICE	2550 001-408600	WHEEL SOCKET	43.71	
08/04/2020	INVOICE	2875 001-409110	SLACK ADJUSTER WRENCHES	70.24	
08/04/2020	INVOICE	2775 001-409140	COUPLING, HOSES	112.54	
08/04/2020	INVOICE	2775 001-409186	DEXRON III-MERCN - #184	17.76	
08/04/2020	INVOICE	2775 001-409196	DEXRON III-MERCN - #184	14.20	
08/04/2020	INVOICE	3275 001-409832	OIL FILTER, WIPERS	36.39	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	425.02	
			Net of 9 Invoices / 0 Checks	425.02	
03138 08/04/2020	CENTRAL SAND & GRAVEL CO INVOICE	165843	FILL SAND	583.88	
			Total:	583.88	
			Net of 1 Invoices / 0 Checks	583.88	
00293 08/04/2020	CENTRAL VALLEY AG COOPERATIVE INVOICE	1408929	22-3-22 W/ 3% IRON UFLEX	107.92	
08/04/2020	INVOICE	1414860	2-4D LV6 AS 2.5 G	252.35	
			Total:	360.27	
			Net of 2 Invoices / 0 Checks	360.27	
00567	CITY OF COLUMBUS				
08/04/2020	INVOICE	100-13650-01 AUG	WATER AND SEWER	164.73	
08/04/2020	INVOICE	200-20805-00 AUG	WATER AND SEWER	71.49	
08/04/2020	INVOICE	200-21960-05 AUG	WATER AND SEWER	114.36	
08/04/2020	INVOICE	200-21980-02 AUG	WATER AND SEWER	1,486.13	
08/04/2020	INVOICE	200-21981-00 AUG	WATER AND SEWER	255.53	
08/04/2020	INVOICE	200-37998-00 AUG	WATER AND SEWER	430.06	
08/04/2020	INVOICE	200-28755-00 AUG	WATER AND SEWER	62.04	
08/04/2020	INVOICE	200-39560-01 AUG	WATER AND SEWER	28.42	
08/04/2020	INVOICE	200-39615-01 AUG	WATER AND SEWER	114.30	
08/04/2020	INVOICE	200-41055-00 AUG	WATER AND SEWER	26.07	
08/04/2020	INVOICE	200-44032-00 AUG	WATER AND SEWER	86.76	
08/04/2020	INVOICE	300-44985-02 AUG	WATER AND SEWER	24.31	
08/04/2020	INVOICE	300-44986-00 AUG	WATER AND SEWER	144.19	
08/04/2020	INVOICE	300-44995-00 AUG	WATER AND SEWER	91.45	
08/04/2020	INVOICE	300-45761-00 AUG	WATER AND SEWER	25.15	
08/04/2020	INVOICE	300-45762-00 AUG	WATER AND SEWER	32.19	
08/04/2020	INVOICE	300-47514-00 AUG	WATER AND SEWER	284.73	
08/04/2020	INVOICE	300-47515-00 AUG	WATER AND SEWER	946.07	
08/04/2020	INVOICE	300-47517-00 AUG	WATER AND SEWER	1,116.95	
08/04/2020	INVOICE	300-47518-00 AUG	WATER AND SEWER	67.09	
08/04/2020	INVOICE	300-49615-00 AUG	WATER AND SEWER	117.42	
08/04/2020	INVOICE	300-49665-00 AUG	WATER AND SEWER	172.39	
08/04/2020	INVOICE	300-50035-00 AUG	WATER AND SEWER	59.06	
08/04/2020	INVOICE	300-54059-00 AUG	WATER AND SEWER	580.77	
08/04/2020	INVOICE	300-57933-00 AUG	WATER AND SEWER	54.95	
08/04/2020	INVOICE	300-57934-00 AUG	WATER AND SEWER	282.75	
08/04/2020	INVOICE	300-57935-00 AUG	WATER AND SEWER	2,289.79	
08/04/2020	INVOICE	300-57936-00 AUG	WATER AND SEWER	484.07	
08/04/2020	INVOICE	300-57937-00 AUG	WATER AND SEWER	8,508.01	
08/04/2020	INVOICE	300-57938-00 AUG	WATER AND SEWER	191.07	
08/04/2020	INVOICE	300-61005-00 AUG	WATER AND SEWER	371.23	
08/04/2020	INVOICE	300-62105-00 AUG	WATER AND SEWER	41.89	
08/04/2020	INVOICE	300-62155-00 AUG	WATER AND SEWER	282.15	
08/04/2020	INVOICE	400-65101-00 AUG	WATER AND SEWER	2,531.55	
08/04/2020	INVOICE	400-69475-00 AUG	WATER AND SEWER	749.56	
08/04/2020	INVOICE	400-81020-00 AUG	WATER AND SEWER	1,091.13	
			Total:	23,379.81	
			Net of 36 Invoices / 0 Checks	23,379.81	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10452	CLARK CREATIVE GROUP				
08/04/2020	INVOICE	24256	CONCEPT DEVELOPMENT/DESIGN-PUBLIC LIBRARY	1,250.00	
08/04/2020	INVOICE	24257	PRESENTATION VIDEO-PUBLIC LIBRARY	1,850.00	
			Total:	3,100.00	
			Net of 2 Invoices / 0 Checks	3,100.00	
10458	COLUMBUS AREA VISITORS BUREAU				
08/04/2020	INVOICE	16	2020 PASSPORT PROGRAM SPONSORSHIP	25.00	
			Total:	25.00	
			Net of 1 Invoices / 0 Checks	25.00	
03141	COLUMBUS COMMUNITY HOSPITAL				
08/04/2020	INVOICE	063020RESC	MEDICAL SUPPLIES	870.44	
			Total:	870.44	
			Net of 1 Invoices / 0 Checks	870.44	
03143	COLUMBUS TIRE & SERVICE				
08/04/2020	INVOICE	1-10454	BLOWER MOTOR/2009 FORD EXPLORER	205.95	
08/04/2020	INVOICE	1-10514	EAGLE TIRES-UNIT #188	353.48	
08/04/2020	INVOICE	1-10495	TIRE REPAIR-2020 MALIBU #0271	18.00	
			Total:	577.43	
			Net of 3 Invoices / 0 Checks	577.43	
03145	COMMUNITY INTERNET SYSTEMS INC.				
08/04/2020	INVOICE	COLU2 JULY	INTERNET SERVICE	15.00	
08/04/2020	INVOICE	COLU1 JULY	INTERNET SERVICE	15.00	
08/04/2020	INVOICE	SSFIRE JULY	INTERNET SERVICE	15.00	
			Total:	45.00	
			Net of 3 Invoices / 0 Checks	45.00	
03146	CONNECTING POINT/RADIO SHACK				
08/04/2020	INVOICE	9288	NEATGEAR JETPACK BATTERY REPL	39.99	
			Total:	39.99	
			Net of 1 Invoices / 0 Checks	39.99	
02718	CORE & MAIN LP				
08/04/2020	INVOICE	M690590	OMNI R2 100CF 10LL 4WHL, FLANGE KITS	671.74	
08/04/2020	INVOICE	M668775	CASE OF XSTEEL	257.78	
			Total:	929.52	
			Net of 2 Invoices / 0 Checks	929.52	
MISC	CROWLEY RYAN				
08/04/2020	INVOICE	07/23/2020	UB refund for account: 200-43270-02	57.87	
			Total:	57.87	
			Net of 1 Invoices / 0 Checks	57.87	
01539	D & K PRODUCTS				
08/04/2020	INVOICE	0513628-IN	PROPLANT 2X1 GALLONS	2,010.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	2,010.00	
			Net of 1 Invoices / 0 Checks	2,010.00	
00270 08/04/2020	DANKO EMERGENCY EQUIPMENT INVOICE	111570	11 SETS OF TURNOUT GEAR	22,607.54	
			Total:	22,607.54	
			Net of 1 Invoices / 0 Checks	22,607.54	
03279 08/04/2020	DAS STATE ACCOUNTING INVOICE	1229061	MONTHLY NETWORK CHARGES	256.00	
			Total:	256.00	
			Net of 1 Invoices / 0 Checks	256.00	
01300 08/04/2020	DHHS INVOICE	072120ENG	WELL NO, 1 PUMP REPLACEMENT	160.00	
			Total:	160.00	
			Net of 1 Invoices / 0 Checks	160.00	
03065 08/04/2020	DOWNNEY DRILLING INVOICE	20-221	ANNUAL WELL MAINTENANCE ON 12 WELLS	2,460.00	
08/04/2020	INVOICE	20-421	MOBILIZATION AND INSPECTION	3,950.00	
			Total:	6,410.00	
			Net of 2 Invoices / 0 Checks	6,410.00	
03158 08/04/2020	EAKES OFFICE SOLUTIONS INVOICE	8066459-3	7 POCKET GRANDE CENTRAL	90.24	
08/04/2020	INVOICE	8066459-2	ADD-ON POCKET	18.48	
08/04/2020	INVOICE	8066459-1	ADD-ON POCKETS	36.96	
08/04/2020	INVOICE	7996340-1	DISINFECTANT WIPES AND SPRAY	14.92	
			Total:	160.60	
			Net of 4 Invoices / 0 Checks	160.60	
03161 08/04/2020	ELECTRICAL ENGINEERING & INVOICE	6845656-00	CONDUIT	149.39	
08/04/2020	INVOICE	6846057-00	TAPE, SCREWDRIVER NUTDRIVER	83.56	
08/04/2020	INVOICE	6840905-00	LED PHOTO CONTROL	34.00	
08/04/2020	INVOICE	6840994-00	SUPPLIES	70.61	
			Total:	337.56	
			Net of 4 Invoices / 0 Checks	337.56	
03164 08/04/2020	ERNST AUTO CENTER INVOICE	6088052/1	A/C REPAIR-2015 CHEV SUBURBAN-VIN 86492	708.17	
			Total:	708.17	
			Net of 1 Invoices / 0 Checks	708.17	
03165 08/04/2020	FASTENAL COMPANY INVOICE	NECOL225115	LED LIGHTS	763.96	
08/04/2020	INVOICE	NECOL225199	IC WB SFTY GRN 170Z	75.15	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	839.11	
			Net of 2 Invoices / 0 Checks	839.11	
03070	FBG SERVICE CORPORATION				
08/04/2020	INVOICE	877177	FINAL BILLING THROUGH 7/24/20	1,388.00	
08/04/2020	INVOICE	877176	FINAL BILLING THROUGH 7/24/20	1,211.52	
08/04/2020	INVOICE	878891	EXTRA CLEANING AT PD-FINAL INVOICE	214.50	
			Total:	2,814.02	
			Net of 3 Invoices / 0 Checks	2,814.02	
00609	FIRST IMPRESSIONS				
08/04/2020	INVOICE	5109	100 - 18X24 COVID SIGNS-ENGL/SPANISH	1,025.00	
			Total:	1,025.00	
			Net of 1 Invoices / 0 Checks	1,025.00	
03168	FIRST NATIONAL BANK				
08/04/2020	INVOICE	F612 JULY	JUNE PROCESSING FEES	343.01	
			Total:	343.01	
			Net of 1 Invoices / 0 Checks	343.01	
00459	GALE				
08/04/2020	INVOICE	70767399	MATERIALS	24.80	
08/04/2020	INVOICE	70707565	MATERIALS	30.39	
08/04/2020	INVOICE	70757875	MATERIALS	30.39	
08/04/2020	INVOICE	70789211	MATERIALS	223.95	
08/04/2020	INVOICE	70691006	MATERIALS	243.92	
			Total:	553.45	
			Net of 5 Invoices / 0 Checks	553.45	
03172	GALLS LLC				
08/04/2020	INVOICE	016028661	GALLS GEAR BUCKLELESS BELTS	75.35	
			Total:	75.35	
			Net of 1 Invoices / 0 Checks	75.35	
03174	GEHRING CONSTRUCTION &				
08/04/2020	INVOICE	48604	27TH AVE 12TH ST	901.13	
08/04/2020	INVOICE	48397	FRONT OF TOOLEY'S	273.88	
08/04/2020	INVOICE	48532	37TH ST-48TH AVE	138.50	
08/04/2020	INVOICE	6	CONCRETE PAVING IMPROVEMENTS 2020	114,609.00	
08/04/2020	INVOICE	48396	37TH ST 48TH AVE	538.50	
08/04/2020	INVOICE	48348	FRONT OF TOOLEY'S	1,869.00	
			Total:	118,330.01	
			Net of 6 Invoices / 0 Checks	118,330.01	
00303	GENE STEFFY FORD				
08/04/2020	INVOICE	169853	UNIT 54- OIL CHANGE, FUEL FILTERS	354.85	
08/04/2020	INVOICE	168351	07 FORD EXPL-VIN 07992 / CHECK ENGINE LIGHT	250.87	
			Total:	605.72	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	605.72	
03176 08/04/2020	GEOCOMM INC INVOICE	8169	GIS SUPPORT/MAINTENANCE AGR	15,859.00	
			Total:	15,859.00	
			Net of 1 Invoices / 0 Checks	15,859.00	
03110 08/04/2020	GMV SYNCROMATICS-EASY RIDES INVOICE	122661	EASY RIDES SOFTWARE - JULY 2020-JULY 2021	4,125.00	
			Total:	4,125.00	
			Net of 1 Invoices / 0 Checks	4,125.00	
01508 08/04/2020	G-O RAPID LUBE AND MORE LLC INVOICE	182021	A/C MAINT/CABIN AIR FILTER-#220	106.05	
			Total:	106.05	
			Net of 1 Invoices / 0 Checks	106.05	
01373 08/04/2020	GRAINGER INVOICE	9590300837	9IN PROPELLER WITH 5/16IN BORE HOLE	8.18	
			Total:	8.18	
			Net of 1 Invoices / 0 Checks	8.18	
02594 08/04/2020	GREAT PLAINS BUILDING SUPPLY INVOICE	334648	SUPPLIES	10.24	
			Total:	10.24	
			Net of 1 Invoices / 0 Checks	10.24	
10454 08/04/2020	HANK'S FRONT END SERVICE INVOICE	32076TRST	FRONT ALIGNMENT, ALIGN REARS-UNIT 74A VIN#20	354.49	
			Total:	354.49	
			Net of 1 Invoices / 0 Checks	354.49	
00272 08/04/2020	HAWKINS INC INVOICE	4759157	CHEMICALS	5,676.32	
			Total:	5,676.32	
			Net of 1 Invoices / 0 Checks	5,676.32	
10457 08/04/2020	HIGH PLAINS COMMUNITY SCHOOLS INVOICE	072020FIRE	METAL ART-NAME PLATES FOR CFD	300.00	
			Total:	300.00	
			Net of 1 Invoices / 0 Checks	300.00	
00150 08/04/2020	HOMETOWN LEASING INVOICE	026	COPIER LEASE	177.97	
			Total:	177.97	
			Net of 1 Invoices / 0 Checks	177.97	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03194	INGRAM LIBRARY SERVICES, INC				
08/04/2020	INVOICE	47035764	MATERIALS	427.35	
08/04/2020	INVOICE	46981960	MATERIALS	984.69	
08/04/2020	INVOICE	46924159	MATERIALS	1,165.97	
08/04/2020	INVOICE	46924160	MATERIALS	59.42	
08/04/2020	INVOICE	46924161	MATERIALS	14.22	
08/04/2020	INVOICE	46792661	MATERIALS	160.40	
08/04/2020	INVOICE	46844089	MATERIALS	28.60	
08/04/2020	INVOICE	47009493	MATERIALS	55.63	
08/04/2020	INVOICE	46962678	MATERIALS	293.18	
			Total:	3,189.46	
			Net of 9 Invoices / 0 Checks	3,189.46	
02609	ISLAND SUPPLY WELDING CO.				
08/04/2020	INVOICE	223215	OXYGEN, ACETYLENE	54.11	
			Total:	54.11	
			Net of 1 Invoices / 0 Checks	54.11	
03199	JACKSON SERVICES INC				
08/04/2020	INVOICE	4349636	SUPPLIES, UNIFORMS	130.78	
08/04/2020	INVOICE	4349624	UNIFORMS	290.01	
08/04/2020	INVOICE	4343887	MAT	20.25	
08/04/2020	INVOICE	4347947	SUPPLIES, UNIFORMS	58.63	
08/04/2020	INVOICE	4347963	MATS	55.85	
08/04/2020	INVOICE	4347215	SUPPLIES	169.06	
08/04/2020	INVOICE	4341504	SUPPLIES	71.30	
08/04/2020	INVOICE	4345569	MATS, TOWELS	34.05	
08/04/2020	INVOICE	4345570	UNIFORMS	129.72	
08/04/2020	INVOICE	4345571	MATS	12.02	
08/04/2020	INVOICE	4345578	UNIFORMS	101.37	
08/04/2020	INVOICE	4345568	UNIFORMS	290.01	
08/04/2020	INVOICE	4341503	MAT/TOWELS	25.83	
08/04/2020	INVOICE	4341502	UNIFORMS	88.40	
08/04/2020	INVOICE	4343874	UNIFORMS	16.24	
08/04/2020	INVOICE	4343875	MATS, UNIFORMS	98.54	
08/04/2020	INVOICE	4341491	MATS	25.65	
08/04/2020	INVOICE	4341492	UNIFORMS	129.72	
08/04/2020	INVOICE	4341493	MAT	3.80	
08/04/2020	INVOICE	4351303	SUPPLIES	63.79	
08/04/2020	INVOICE	4347946	UNIFORMS	16.24	
08/04/2020	INVOICE	4352029	UNIFORMS	16.24	
08/04/2020	INVOICE	4352030	MAT, UNIFORMS	62.42	
			Total:	1,909.92	
			Net of 23 Invoices / 0 Checks	1,909.92	
10455	JOHNSON, GREGORY				
08/04/2020	INVOICE	071220VFD	REIMBURSE MEAL EXPENSES FOR COMPANY MEETING	55.87	
			Total:	55.87	
			Net of 1 Invoices / 0 Checks	55.87	
03202	KELLY SUPPLY COMPANY				
08/04/2020	INVOICE	S12253153-0	PVC SUPPLIES	7.56	
08/04/2020	INVOICE	S12252930-0	PVC SUPPLIES	48.25	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/04/2020	INVOICE	S12252325-0	PLUNGER ASSEMBLY	91.31	
08/04/2020	INVOICE	S12252913-0	GATE VALVES	149.68	
08/04/2020	INVOICE	S12253010-0	SUPPLIES	1,083.26	
08/04/2020	INVOICE	S12252821-0	PVC EXP COUP SKTXSPG	13.86	
08/04/2020	INVOICE	S12252880-0	PIPE, BALL VALVE, TUBING	126.23	
08/04/2020	INVOICE	S12253266-0	PVC SUPPLIES	4.41	
08/04/2020	INVOICE	S12253210-0	PVC SUPPLIES	4.41	
Total:				1,528.97	
Net of 9 Invoices / 0 Checks				1,528.97	
10247	LABORDE, ADAM				
08/04/2020	INVOICE	GIS-0008	GIS SUPPORT SERVICES MARCH-JUNE 2020	2,075.00	
Total:				2,075.00	
Net of 1 Invoices / 0 Checks				2,075.00	
00012	LAKEVIEW SMALL ENGINE INC				
08/04/2020	INVOICE	043970	JACKSHAFT KIT - EXMARK #2	210.04	
08/04/2020	INVOICE	043969	CLUTCH - EXMARK #4	535.84	
Total:				745.88	
Net of 2 Invoices / 0 Checks				745.88	
00822	LINCOLN WINWATER WORKS				
08/04/2020	INVOICE	070641 01	X-SEAL WATERTIGHT SEALANT	254.40	
Total:				254.40	
Net of 1 Invoices / 0 Checks				254.40	
03214	LOUP POWER DISTRICT				
08/04/2020	INVOICE	400046 AUG	ELECTRICITY	31.25	
08/04/2020	INVOICE	400016 AUG	ELECTRICITY	47.40	
08/04/2020	INVOICE	400088 JULY	ELECTRICITY	33.23	
Total:				111.88	
Net of 3 Invoices / 0 Checks				111.88	
03217	MAILBOX				
08/04/2020	INVOICE	107239	SHIPPING CHARGES	10.76	
08/04/2020	INVOICE	107303	SHIPPING CHARGES	10.72	
08/04/2020	INVOICE	107353	SHIPPING CHARGES	29.21	
08/04/2020	INVOICE	107362	SHIPPING CHARGES	10.76	
08/04/2020	INVOICE	107409	SHIPPING CHARGES	10.73	
08/04/2020	INVOICE	107429	SHIPPING CHARGES	23.53	
08/04/2020	INVOICE	107476	SHIPPING CHARGES	10.73	
08/04/2020	INVOICE	107524	SHIPPING CHARGES	23.30	
08/04/2020	INVOICE	107531	SHIPPING CHARGES	10.72	
Total:				140.46	
Net of 9 Invoices / 0 Checks				140.46	
00083	MECHANICAL SALES INC				
08/04/2020	INVOICE	50425	ACUTATOR MAINT ON SERESCO UNIT	3,505.60	
Total:				3,505.60	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	3,505.60	
03220	MENARDS				
08/04/2020	INVOICE	21894	TOTES, FLIP BOXES	59.90	
08/04/2020	INVOICE	21961	MASKS	74.75	
08/04/2020	INVOICE	22003	PUMICE STICK, TOGGLE INSERT	17.14	
08/04/2020	INVOICE	22083	30A CONNECT, HEAXHEAD, 72"BEAM	41.56	
08/04/2020	INVOICE	21935	SUPPLIES	68.42	
08/04/2020	INVOICE	21686	BLEACH	79.02	
08/04/2020	INVOICE	21796	TRASH BAGS, TOILET BOWL CLEANER	19.71	
08/04/2020	INVOICE	20845	UTIL KNIFE, TAPE MEAS, CHALK REEL	80.05	
08/04/2020	INVOICE	21252	IMPLEMENT SPRAY, MINERAL SPIRITS	50.86	
08/04/2020	INVOICE	21353	IMPLEMENT SPRAY, HAMMER	36.87	
08/04/2020	INVOICE	21470	PAINT SUPPLIES, WALLPLATE	28.15	
08/04/2020	INVOICE	21580	24" FOLDING BOLT CUTTER	39.99	
08/04/2020	INVOICE	21208	CONCRETE MIX	31.90	
08/04/2020	INVOICE	21297	MAILBOX, POST	99.86	
08/04/2020	INVOICE	19840	REVERSE DOUBLE PAYMENT OF INVOICE	(34.97)	
08/04/2020	INVOICE	22193	COMPRESSION SLEEVE	0.85	
08/04/2020	INVOICE	22205	PAPER PRODUCTS, BLDG SUPPLIES, PEST CONTROL	257.90	
			Total:	951.96	
			Net of 17 Invoices / 0 Checks	951.96	
02403	MICROFILM IMAGING SYSTEMS INC				
08/04/2020	INVOICE	83400	ANNUAL SERVICE AGR-4 SCANNERS	320.00	
			Total:	320.00	
			Net of 1 Invoices / 0 Checks	320.00	
10460	MICROSURVEY SOFTWARE INC.				
08/04/2020	INVOICE	5C8F60E	MAP360 STANDARD PKG RENEWAL	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
01518	MID-PLAINS INDUSTRIES				
08/04/2020	INVOICE	51060	ONE 48X30 W/ 4" WINDOW PROTEK SHIELD	137.50	
			Total:	137.50	
			Net of 1 Invoices / 0 Checks	137.50	
00903	MIDWEST RIGHT OF WAY SERVICES				
08/04/2020	INVOICE	5573	LIFT STATION REPLACEMENT NO, 7	190.00	
			Total:	190.00	
			Net of 1 Invoices / 0 Checks	190.00	
00487	MIDWEST TAPE LLC				
08/04/2020	INVOICE	99178431	MATERIALS	406.89	
08/04/2020	INVOICE	99178433	MATERIALS	109.44	
			Total:	516.33	
			Net of 2 Invoices / 0 Checks	516.33	
00204	MIKE'S AUTO SALES & SERVICE				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/04/2020	INVOICE	212756	2017 NISSAN ALTIMA-UNIT #199 VIN 12756	10,495.00	
			Total:	10,495.00	
			Net of 1 Invoices / 0 Checks	10,495.00	
10461 08/04/2020	MULLER, RODNEY W. INVOICE	072820ENG	PARTIAL PROPERTY ACQU-4704 HOWARD BLVD	7,500.00	
			Total:	7,500.00	
			Net of 1 Invoices / 0 Checks	7,500.00	
10225 08/04/2020	NAPA AUTO PARTS OF COLUMBUS INVOICE	684704	XL PLUS-TRAILER #2	136.88	
			Total:	136.88	
			Net of 1 Invoices / 0 Checks	136.88	
00848 08/04/2020	NATP INVOICE	1445	CLASS 1 OPERATOR/5 VEHICLES	105.00	
			Total:	105.00	
			Net of 1 Invoices / 0 Checks	105.00	
00444 08/04/2020	NEBRASKA PUBLIC HEALTH INVOICE	529311	WATER TESTING	776.00	
			Total:	776.00	
			Net of 1 Invoices / 0 Checks	776.00	
03089 08/04/2020	NEBRASKA REGIONAL INTEROP NTWK INVOICE	012-2020	PSAP 911 NETWORK SERVICES	5,400.00	
			Total:	5,400.00	
			Net of 1 Invoices / 0 Checks	5,400.00	
03241 08/04/2020	NEWMAN SIGNS INC. INVOICE	TRFINV022841	SIGN SUPPLIES	691.45	
			Total:	691.45	
			Net of 1 Invoices / 0 Checks	691.45	
03246 08/04/2020	NORTHEAST NEBRASKA ECONOMIC INVOICE	21178	16-CD-101 DRAWDOWN #15	120.00	
08/04/2020	INVOICE	21350	JUNE 2020 ADMIN SERVICES	42.00	
08/04/2020	INVOICE	21352	JUNE 2020 ADMIN SERVICES	429.63	
08/04/2020	INVOICE	21354	JUNE 2020 ADMIN SERVICES	30.00	
08/04/2020	INVOICE	16-CD-101 DD 17	16-CD-101 DRAWDOWN #17	1,035.00	
08/04/2020	INVOICE	16-CD-201 DD 14	16-CD-201 DRAWDOWN #14	1,290.00	
08/04/2020	INVOICE	21348	19-DTR-101 DRAWDOWN #6	2,842.27	
			Total:	5,788.90	
			Net of 7 Invoices / 0 Checks	5,788.90	
03248 08/04/2020	NOVICKI FIRE PREVENTION SERVC INVOICE	146-20	ANNUAL INSP/MAINT - CITY HALL	154.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	154.00	
			Net of 1 Invoices / 0 Checks	154.00	
03171	OFFICENET				
08/04/2020	INVOICE	938584-2	DISINFECTANT WIPES	25.20	
08/04/2020	INVOICE	943189-0	ENVELOPES	147.98	
08/04/2020	INVOICE	943289-0	LEGAL PADS	7.39	
08/04/2020	INVOICE	943336-0	LEGAL SIZE PAPER	29.90	
08/04/2020	INVOICE	943043-0	INK CARTRIDGE	84.63	
08/04/2020	INVOICE	943792-0	STACKABLE TRAYS, PUSH PINS	27.19	
08/04/2020	INVOICE	943666-0	ADDING MACHINE ROLLS	16.64	
08/04/2020	INVOICE	943693-0	PENS	27.53	
			Total:	366.46	
			Net of 8 Invoices / 0 Checks	366.46	
02922	OLIVER PACKAGING AND				
08/04/2020	INVOICE	93965	16OZ PAPER TRAY-HOME DELIVERY MEALS-COVID19	227.10	
08/04/2020	INVOICE	94066	ROLL FILM FOR HOME DELIVERY MEALS-COVID19	144.12	
			Total:	371.22	
			Net of 2 Invoices / 0 Checks	371.22	
02852	OLSON'S PEST TECHNICIANS				
08/04/2020	INVOICE	176330	PEST CONTROL	85.00	
08/04/2020	INVOICE	176328	PEST CONTROL	50.00	
			Total:	135.00	
			Net of 2 Invoices / 0 Checks	135.00	
00176	O'REILLY AUTOMOTIVE INC				
08/04/2020	INVOICE	0681-459954	TUBING, LUGS, BATTERY CABLE	102.13	
08/04/2020	INVOICE	0681-459758	10OZ PENETRANT	15.98	
08/04/2020	INVOICE	0681-459086	QT PAG OIL	94.44	
08/04/2020	INVOICE	0681-460272	RING TERMINAL, BATTERY TERM	12.48	
08/04/2020	INVOICE	0681-460101	GALGEAR LUBE	56.97	
08/04/2020	INVOICE	0681-400068	11OZ PENETRANT	59.90	
			Total:	341.90	
			Net of 6 Invoices / 0 Checks	341.90	
03252	OVERHEAD DOOR COMPANY				
08/04/2020	INVOICE	0103577	8 LIFTMASER REMOTES	240.00	
			Total:	240.00	
			Net of 1 Invoices / 0 Checks	240.00	
MISC	PAPSTEIN ARLEIGH				
08/04/2020	INVOICE	07/23/2020	UB refund for account: 200-42733-01	24.20	
			Total:	24.20	
			Net of 1 Invoices / 0 Checks	24.20	
MISC	PHILLIPS KARIN				
08/04/2020	INVOICE	07/23/2020	UB refund for account: 100-07600-11	25.65	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	25.65	
			Net of 1 Invoices / 0 Checks	25.65	
03261	PRESTOX				
08/04/2020	INVOICE	7513024	PEST CONTROL	47.00	
08/04/2020	INVOICE	7513023	PEST CONTROL	49.00	
08/04/2020	INVOICE	7276150	PEST CONTROL	62.00	
			Total:	158.00	
			Net of 3 Invoices / 0 Checks	158.00	
10451	RASMUSSEN, ANN				
08/04/2020	INVOICE	58465	REFUND 9/6/20 SHELTER RESERV-COVID-19	50.00	
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
03264	REARDON LAWN & GARDEN INC				
08/04/2020	INVOICE	3341	EDGER BLADE	51.96	
08/04/2020	INVOICE	3346	BELT	23.99	
08/04/2020	INVOICE	3355	STIHL GUIDE AND SLIDER	16.96	
08/04/2020	INVOICE	3361	TRIMMER LINE	21.99	
08/04/2020	INVOICE	3359	STIHL TRMMER	407.98	
			Total:	522.88	
			Net of 5 Invoices / 0 Checks	522.88	
03265	RECORDED BOOKS INC				
08/04/2020	INVOICE	76680234	MATERIALS	48.02	
08/04/2020	INVOICE	76679062	EMAGAZINE RENEWALS	747.20	
08/04/2020	INVOICE	76680662	MATERIALS	233.92	
08/04/2020	INVOICE	76680707	MATERIALS	40.49	
			Total:	1,069.63	
			Net of 4 Invoices / 0 Checks	1,069.63	
10459	RITTER, FRED				
08/04/2020	INVOICE	072720ENG	ADA SIDEWALK CONSTRUCTION REIMBURSEMENT	1,375.50	
			Total:	1,375.50	
			Net of 1 Invoices / 0 Checks	1,375.50	
01624	ROSENBAUER MINNESOTA LLC				
08/04/2020	INVOICE	0000041047	I/O NODE V-MUX, 4IN/12OUT	961.00	
			Total:	961.00	
			Net of 1 Invoices / 0 Checks	961.00	
10453	ROSENBAUER MOTORS LLC				
08/04/2020	INVOICE	0000041107	KIT SEAT SWITCH SH1-SNSOR	297.00	
			Total:	297.00	
			Net of 1 Invoices / 0 Checks	297.00	
02827	SCHINDLER ELEVATOR CORPORATION				
08/04/2020	INVOICE	8105387197	BI-MONTHLY ELEVATOR MAINT AGR	575.72	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	575.72	
			Net of 1 Invoices / 0 Checks	575.72	
00465	SERVICEMASTER BY SHEVLIN				
08/04/2020	INVOICE	7554	JULY/AUG CLEANING-CITY HALL	2,480.00	
08/04/2020	INVOICE	7556	JULY/AUG CLEANING-JCC AND AIRPORT BLDG	1,737.80	
08/04/2020	INVOICE	7551	JULY/AUG CLEANING - PD	2,883.65	
08/04/2020	INVOICE	7506	MONTHLY JANITORIAL CONTRACT	2,085.00	
			Total:	9,186.45	
			Net of 4 Invoices / 0 Checks	9,186.45	
00171	SETTJE PLUMBING				
08/04/2020	INVOICE	13176	TOILET/URINAL REPAIRS	176.93	
			Total:	176.93	
			Net of 1 Invoices / 0 Checks	176.93	
03276	SHERWIN-WILLIAMS CO				
08/04/2020	INVOICE	6744-9	PAINT-PARK RESTROOMS, SHELTERHOUSE	143.70	
08/04/2020	INVOICE	6684-7	PAINT FOR REMODEL	30.34	
			Total:	174.04	
			Net of 2 Invoices / 0 Checks	174.04	
01090	SHEVLIN SUPPLY				
08/04/2020	INVOICE	4669	CLOROX WIPES	4.00	
08/04/2020	INVOICE	4634	HAND SANITIZER GEL	125.00	
			Total:	129.00	
			Net of 2 Invoices / 0 Checks	129.00	
10456	SIEMEK, PATRICK				
08/04/2020	INVOICE	072020VFD	SPRAY PAINT FOR LOCKER TAGS	12.82	
			Total:	12.82	
			Net of 1 Invoices / 0 Checks	12.82	
00398	SPRINKLER COMPANY				
08/04/2020	INVOICE	1647	CHECK PUMP STATION 4/19/19.	270.00	
			Total:	270.00	
			Net of 1 Invoices / 0 Checks	270.00	
03278	STANLEY PETROLEUM				
08/04/2020	INVOICE	66381	REPLACE TANK PROBE	2,773.00	
			Total:	2,773.00	
			Net of 1 Invoices / 0 Checks	2,773.00	
02510	STATE FIRE MARSHAL TRAINING				
08/04/2020	INVOICE	2627	FIREFIGHTER II CERTIFICATIONS	550.00	
			Total:	550.00	
			Net of 1 Invoices / 0 Checks	550.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00244 08/04/2020	STERICYCLE INC INVOICE	4009480327	MONTHLY MEDICAL WASTE SERVICE	918.16	
			Total:	918.16	
			Net of 1 Invoices / 0 Checks	918.16	
00105 08/04/2020	SUPER SAVER INVOICE	111891	FOOD SUPPLIES	26.36	
			Total:	26.36	
			Net of 1 Invoices / 0 Checks	26.36	
10462 08/04/2020	TADEO BARRAGAN, AUGUSTIN INVOICE	072020RESC	REFUND AMBULANCE OVERPAYMENT	50.00	
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
10237 08/04/2020	TELEFLEX LLC INVOICE	9502850516	EZ-10 NEEDLES	1,115.50	
08/04/2020	INVOICE	9502852622	EZ-10 POWER DRIVER	234.50	
			Total:	1,350.00	
			Net of 2 Invoices / 0 Checks	1,350.00	
10326 08/04/2020	THE LIFEGUARD STORE INVOICE	INV686498	LIFEGUARD SUITS	675.00	
			Total:	675.00	
			Net of 1 Invoices / 0 Checks	675.00	
03128 08/04/2020	TIRE OUTLET INC INVOICE	177260	TIRE REPAIR #6	30.00	
08/04/2020	INVOICE	177269	REPAIRS-#20 AND #8, REPLACE #6	180.00	
08/04/2020	INVOICE	189763	ROTATE TIRES #220 VIN 14236	5.00	
08/04/2020	INVOICE	189793	ROTATE TIRES #215 VIN 01375	5.00	
08/04/2020	INVOICE	189842	ROTATE TIRES #218 VIN 78666	15.00	
			Total:	235.00	
			Net of 5 Invoices / 0 Checks	235.00	
00550 08/04/2020	TRUCK CENTER COMPANIES INVOICE	218679J	COMBO-BULK, CLEVIS KIT TRAILER #8	53.36	
08/04/2020	INVOICE	218469J	HUB CAP, OIL SEAL	68.64	
08/04/2020	INVOICE	218408J	TRAILER #2 MAINTENANCE	1,007.88	
08/04/2020	INVOICE	CM218408J	RETURN SEAL-TRAILER #2 MAINT	(150.20)	
08/04/2020	INVOICE	218652J	WINDOW-REAR	65.36	
08/04/2020	INVOICE	218688J	HYD SUB ASSY FOR 74A	108.58	
08/04/2020	INVOICE	218646J	TRAILER #8 MAINTENANCE	728.70	
08/04/2020	INVOICE	218863J	SENSOR	156.59	
			Total:	2,038.91	
			Net of 8 Invoices / 0 Checks	2,038.91	
00349 08/04/2020	TWEET'S SPORT SHOP INVOICE	12092	TENNIS NET STRAPS	88.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	88.00	
			Net of 1 Invoices / 0 Checks	88.00	
10298 08/04/2020	TY'S OUTDOOR POWER & SERVICE INVOICE	2497	PULLEY, V-IDLER	79.37	
			Total:	79.37	
			Net of 1 Invoices / 0 Checks	79.37	
00100 08/04/2020	U & I SANITATION INVOICE	8652-353	GARBAGE SERVICE	85.00	
			Total:	85.00	
			Net of 1 Invoices / 0 Checks	85.00	
00289 08/04/2020	UNION PACIFIC RAILROAD CO INVOICE	307512694	FOLDER #0019003 - PARKING LEASE	2,873.92	
			Total:	2,873.92	
			Net of 1 Invoices / 0 Checks	2,873.92	
03294 08/04/2020	USA BLUE BOOK INVOICE	289557	HACH TOTAL PHOSPHATE TEST SETS	402.08	
			Total:	402.08	
			Net of 1 Invoices / 0 Checks	402.08	
00664 08/04/2020	UTILITY SERVICE CO INC INVOICE	510667/8/9/70	QUARTERLY TANK/TOWER MAINTENANCE	11,164.80	
			Total:	11,164.80	
			Net of 1 Invoices / 0 Checks	11,164.80	
02045 08/04/2020	VAN WALL EQUIPMENT INC INVOICE	10153299	CLUTCH CABLE	119.42	
			Total:	119.42	
			Net of 1 Invoices / 0 Checks	119.42	
03298 08/04/2020	VOLUNTEER FIRE DEPARTMENT INVOICE	071020	UPS STORE/SHREDDING	34.08	
08/04/2020	INVOICE	062720VFD	MENARDS-STORAGE TOTES FOR CFD	76.95	
08/04/2020	INVOICE	5411-33	BT'S BAR-HOOKS/BISSEL JUNE PRACTICE	244.00	
08/04/2020	INVOICE	062520VFD	BIG EIGHT MUTUAL AID DUES FOR 2020	20.00	
			Total:	375.03	
			Net of 4 Invoices / 0 Checks	375.03	
03053 08/04/2020	VVS CANTEEN INVOICE	3600:1529061	COFFEE SUPPLIES	137.53	
			Total:	137.53	
			Net of 1 Invoices / 0 Checks	137.53	
03299	WALMART COMMUNITY/GEGRB				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/04/2020	INVOICE	P927300HV01LPPX44	BATTERIES, LATCH BOXES	139.74	
08/04/2020	INVOICE	P927300J201NGXF1S	STORAGE CONTAINERS FOR WELLNESS ROOM	14.94	
08/04/2020	INVOICE	P937300J601PGAEA2	SUPPLIES	14.90	
08/04/2020	INVOICE	P927300JB01PWQJ0R	CREDIT SUPPLIES	(14.90)	
08/04/2020	INVOICE	P927300J601PGAEA4	TV MOUNT	19.96	
08/04/2020	INVOICE	P927300HZ01MV58JE	BANDS, HOOKS	25.79	
08/04/2020	INVOICE	P927300HV01LTAY98	COVID-19 SUPPLIES	52.78	
08/04/2020	INVOICE	P927300HS01LE09L2	COMMAND HOOKS	7.88	
08/04/2020	INVOICE	P927300J601PHDM4R	INK, BATTERIES, CLEANING SUPPLIES	250.72	
08/04/2020	INVOICE	P927300JL00YW39AR	AIR FRESHENERS REFILLS	14.94	
08/04/2020	INVOICE	P927300J101N4JWSP	FILE FOLDERS	9.68	
08/04/2020	INVOICE	P927300JG01TVXYMG	TOTES FOR CLOTHING STORAGE	111.72	
08/04/2020	INVOICE	P927300HZ01MT5XAM	AIRGUN, PELLETS, CLEAN SHOWER	123.68	
08/04/2020	INVOICE	P927300J900R7B4RD	PAPER TOWELS, KLEENEX, CLOROX WIPES	30.04	
08/04/2020	INVOICE	P927300HT01L8KRWN	TOOL SET, KLEENEX, BATTERIES	34.32	
Total:				836.19	
Net of 15 Invoices / 0 Checks				836.19	
00147	WELLNESS COUNCIL OF AMERICA				
08/04/2020	INVOICE	00013993	WELL BALANCED NEWSLETTER-AUGUST	20.95	
Total:				20.95	
Net of 1 Invoices / 0 Checks				20.95	
03305	ZEE MEDICAL SERVICE				
08/04/2020	INVOICE	125-017421	FIRST AID SUPPLIES	318.20	
Total:				318.20	
Net of 1 Invoices / 0 Checks				318.20	
invoices and 0 checks for 113 vendors:				324,193.27	

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

6. **SPECIAL PRESENTATIONS - None**

7. **PUBLIC HEARINGS**

A. Public hearing - Application of La Bamba Mexican Restaurant for Retail Class "C" liquor license at 3015 23 Street.

**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, August 3, 2020, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a retail liquor license for La Bamba Mexican Restaurant LLC dba La Bamba Mexican Restaurant, 3015 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 07:23:20
Two Affidavits of Publication

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: July 20, 2020

DUE DATE: August 3, 2020

Applicant La Bamba Mexican Restaurant LLC dba La Bamba Mexican Restaurant

Address 3015 23 Street, Columbus, NE 68601

Legal Description See Attached, Columbus, NE.

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: R-2

East: B-2

West: B-2

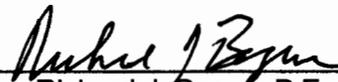
General Neighborhood/Area Land Uses: Commercial, single family residential

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): 23rd Street / US Hwy 30

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

2330 14th Street • Columbus, Nebraska 68601 • Phone (402) 564-3201 • Fax (402) 562-7325

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: JULY 23, 2020

SUBJECT: LA BAMBA MEXICAN RESTAURANT
3015 23RD STREET
COLUMBUS, NEBRASKA

LIQUOR MANAGER: CESAR MONTENEGRO

La Bamba is a Mexican restaurant located on 23rd Street. They will sell Mexican food and also will sell beer, wine and spirits.

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

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

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

The Columbus Police Department has no recommendation.

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

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

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

The area is zoned for business.

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

Sanitation or sanitary conditions are in order.

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

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

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

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

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

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

- 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. He will build a bar and store alcohol behind it during business hours.

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

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

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

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

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

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

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

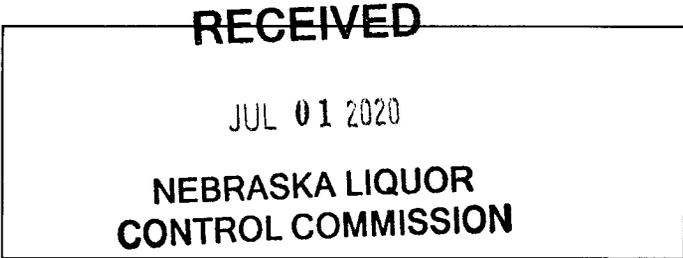
Activities will not create unreasonable noise.

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

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

**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) La Bamba Mexican Restaurant LLC

Street Address #1 3015 23 Rd

Street Address #2 _____

City Columbus County Franklin Zip Code 68001

Premises Telephone number N/A

Business e-mail address N/A

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

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

Name Cesar Montenegro

Street Address #1 2315 W 11th St

Street Address #2 _____

City Grand Island State NE Zip Code 68803

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 39 x width 17 in feet

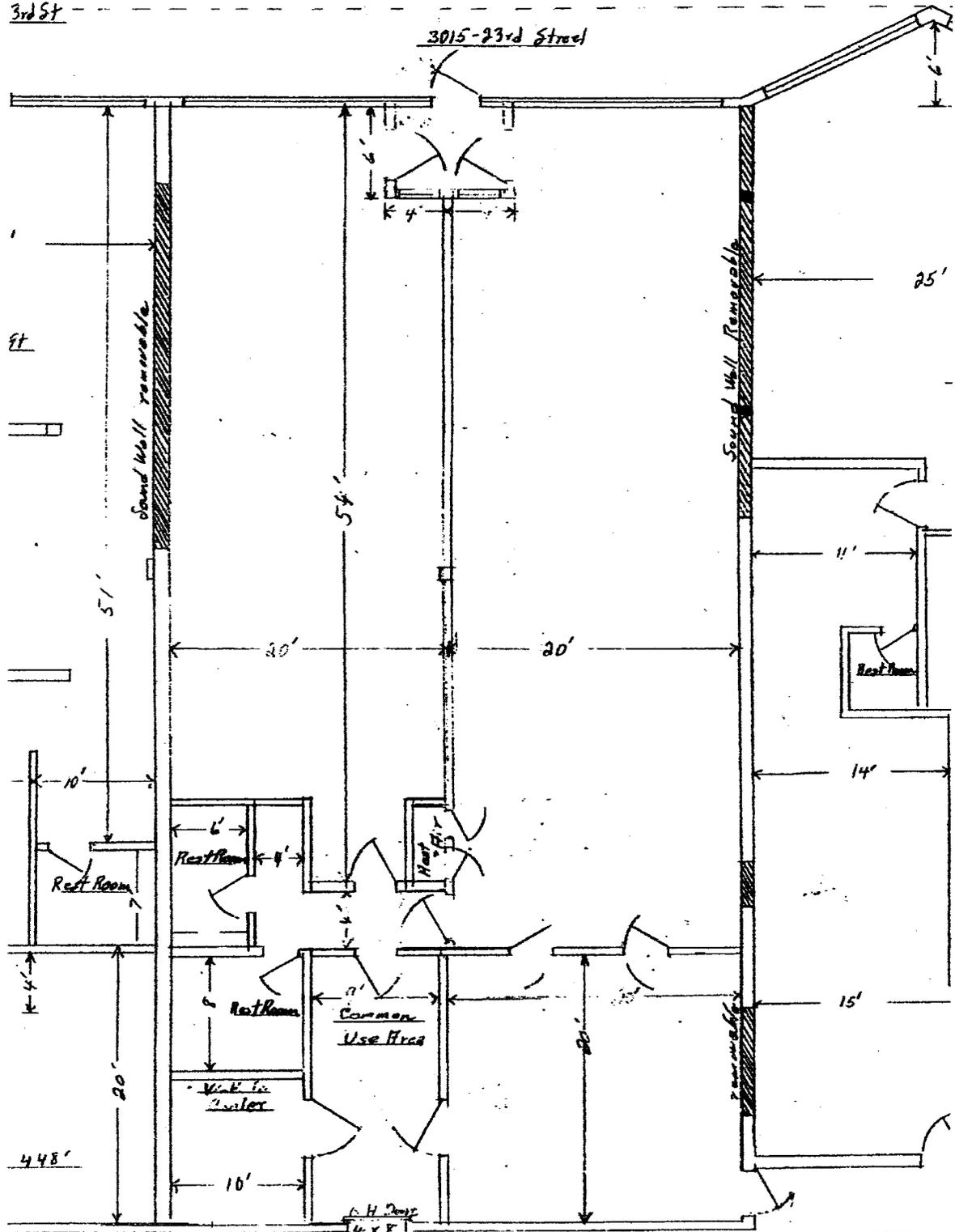
Is there a basement? Yes _____ No If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes _____ No If yes, length _____ x width _____ in feet

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

3rd St

3015-23rd Street



ft

25'

Sound Wall Removable

Sound Wall Removable

51'

54'

20'

20'

10'

Rest Room

Rest Room

Rest Room

Rest Room

4'

Rest Room

Common Use Area

14'

448'

Vint. in Cooler

10'

20'

15'

157'

Scale 1/4" = 1'

Center of Alley

1962

Holdn

1952

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
Cesar Montenegro	Unsure	Wyoming	Speeding Ticket	Convicted
Cesar Montenegro	11/2018	Las Vegas, NV	Speeding Ticket	Convicted
Cesar Montenegro	12017	Grand Island, NE	Speeding Ticket	Convicted
Cesar Montenegro	06/2010	Grand Island, NE	Speeding Ticket	Convicted
Cesar Montenegro	Unsure	Columbus, NE	Ran yellow light	Convicted
Cesar Montenegro	Unsure	Mobile, AL	Speeding Ticket	Convicted

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) _____

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.

Comerstone Bank. a) Cesar Montenegro

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.

N/A

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)
N/A	N/A	N/A

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 January 31, 2023
 Deed
 Purchase Agreement

14. When do you intend to open for business? June 2020

15. What will be the main nature of business? Mexican Restaurant

16. What are the anticipated hours of operation? 11 AM - 10 PM

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Grand Island, NE	2010	2020			

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

Cesar Montenegro

Print Name

Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

ACKNOWLEDGEMENT

State of Nebraska
County of Hall

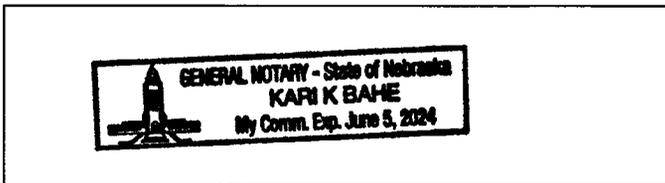
The foregoing instrument was acknowledged before me this

6-25-2020
date

by

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

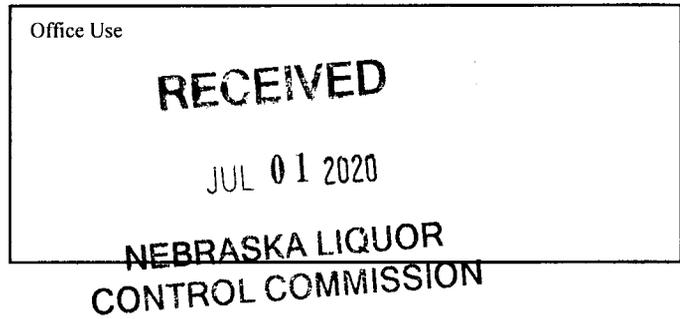
Kafi K Bahe
Notary Public signature



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



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: N/A Cesar Montenegro

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

La Bamba Mexican Restaurant LLC

LLC Address: 3015 23 Rd

City: Columbus State: NE Zip Code: 68601

LLC Phone Number: N/A LLC Fax Number N/A

Name of Managing/Contact Member

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

Last Name: Montenegro First Name: Cesar MI: —

Home Address: 2315 W 11th St City: Grand Island

State: NE Zip Code: 68803 Home Phone Number: N/A



361-484-6242

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Hall

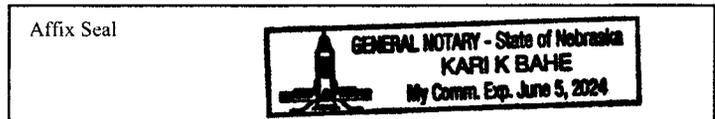
The foregoing instrument was acknowledged before me this

June 30, 2020
Date

by Cesar Montenegro
name of person acknowledge

Kari K Bahe

Affix Seal



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

Last Name: Montenegro First Name: Cesar MI: -

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

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

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 Ending Date: December

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

Nebraska Secretary of State

LA BAMBA MEXICAN RESTAURANT, LLC

Thu Jul 16 15:53:08 2020

SOS Account Number

2002037917

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

CESAR MONTENEGRO

2315 W 11TH ST

GRAND ISLAND, NE 68803

Designated Office Address

2315 W 11TH ST.

GRAND ISLAND, NE 68803

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Feb 19 2020

Filed Documents

Filed documents for LA BAMBA MEXICAN RESTAURANT, 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	Feb 19 2020	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	May 11 2020	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

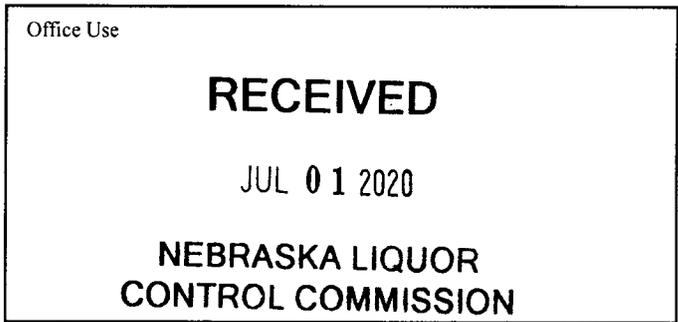
Online Certificate of Good Standing with Electronic Validation
\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

**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: La Bamba Mexican Restaurant LLC

Premise information

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

Premise Trade Name/DBA: La Bamba Mexican Restaurant LLC

Premise Street Address: 3015 23 Rd

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: N/A

Premise Email address: N/A

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: Montenegro First Name: Cesar MI: _____

Home Address: 1315 W 11th St

City: Grand Island County: Hall Zip Code: 68803

Home Phone Number: cell: 361 484 6242

Driver's License Number & State: _____

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: Veracruz Mex

Email address: cesaralonso771@gmail.com

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

YES NO

Spouse's information

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

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Grand Island, NE	2010	2020			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2019	2019	strobela	Levi	308-548-2264
2017	2018	flour	Gustavo Garcia	469-398-7000

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
Cesar Montenegro	1/2016	Grand Island, NE	Speeding Ticket	Convicted
Cesar Montenegro	11/2018	Las Vegas, NV	Speeding Ticket	Convicted
Cesar Montenegro	06/2010	Grand Island, NE	Speeding Ticket	Convicted
Cesar Montenegro	Unsure	Wyoming	Speeding Ticket	Convicted
Cesar Montenegro	Unsure	Mobile, AL	Speeding Ticket	Convicted
Cesar Montenegro	Unsure	Columbus, NE	Ran yellow light	Convicted

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: N/A Name on Certificate: N/A

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:

5. Have you enclosed form 147 regarding fingerprints?

YES NO

* Form 147 is enclosed.

Fingerprints are not enclosed due to Co-Vid 19.

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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

Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Hall

The foregoing instrument was acknowledged before me this

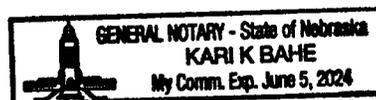
6-25-2020
date

by

Cesar Montenegro
NAME OF PERSON BEING ACKNOWLEDGED

Kari K Bahe
Notary Public signature

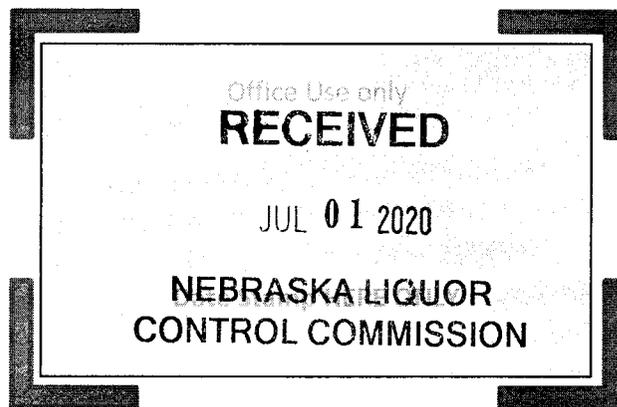
Affix Seal



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/nspp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

Trade Name: La Bamba Mexican Restaurant LLC

Name of Person Bring Fingerprinted: Cesar Montenegro

Date of Birth: 02-25-1973 Last 4 SSN: 9339 Date fingerprints were taken: _____

Location where fingerprints were taken: _____

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

A handwritten signature in black ink, appearing to read "Cesar Montenegro", enclosed in a hand-drawn oval.

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

* Fingerprints can't be taken due to Co-Vid 19.

BUSINESS PROPERTY LEASE

This is a legally binding contract prepared on behalf of the Building Owners and Managers of Omaha, Inc., which assumes no responsibility for its content.

THIS LEASE is entered into this 18th day of March, 2020, between Colfax Properties LLC, by C.S. Nelson Co., Managing Agent, Landlord, and La Bamba Mexican Restaurant, L.L.C, Tenant.

PREMISES

1. Landlord leases to Tenant, 3015-23rd Street, Columbus, Platte County, Nebraska, (the "Premises"), containing approximately 3,150 square feet of area, on the following terms and conditions.

TERM

2. This Lease shall be for a term of Three (3) Years beginning on the 1st day of March, 2020 and ending on the 28th day of February, 2023 unless terminated earlier as provided in this Lease.

If for any reason the Premises are delivered to Tenant on any date before or after the term commencement date, rental for the period between the date of possession and the term commencement date shall be adjusted on a pro rata basis. Such earlier or later taking of possession shall not change the termination date of this Lease. This Lease shall not be void or voidable in the event of a late delivery by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage.

USE OF PREMISES

3. The Premises are leased to Tenant, and are to be used by Tenant, for the purpose of operating a restaurant and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, to keep the Premises in a clean and sanitary condition, to keep the Premises and all sidewalks and approaches thereto in a safe condition free and clear of ice and snow and all other matter which may be dangerous to the public and free of all obstructions, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

RENT

4. (a) Base Rent. The total Base Rent under this Lease is Eighty-One Thousand and 00/100 Dollars (\$81,000.00). Tenant agrees to pay rent to Landlord at C.S. Nelson Real Estate, 2055-33rd Avenue, Columbus, NE 68601-3147 or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month, as follows:

For the period from March 1, 2020 to February 28, 2021	\$2,150.00 per month
For the period from March 1, 2021 to February 28, 2022	\$2,250.00 per month
For the period from March 1, 2022 to February 28, 2023	\$2,350.00 per month

(b) Operating Expenses. In addition to the Base Rent, Tenant shall pay a 1/5 share of operating expenses of the real estate of which the Premises are part, parking areas, and grounds ("Real Estate"). "Operating expenses" shall mean all costs of maintaining and operating the Real Estate, including but not limited to all taxes and special assessments levied upon the Real Estate, fixtures, and personal property used by Landlord at the Real Estate, all insurance costs, all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Real Estate, including but not limited to water/sewer, garbage, lawn mowing, line painting, lighting, snow removal, landscaping, cleaning, depreciation of machinery and equipment used in such maintenance, repair and replacement, and management costs, including building superintendents. Operating Expenses shall not include property additions and capital improvements to the real estate, alterations made for specific tenants, depreciation of the Real Estate, debt service on long-term debt or income taxes paid by Landlord.

"Tenant's pro rata share" shall mean the percentage determined by dividing the square feet of the Premises as shown in Paragraph 1, by the square feet of store area of the Real Estate, as defined by the American National Standard published by Building Owners and Managers Association which at the date hereof is agreed to be 1,300 square feet.

Tenant's pro rata share of the Operating Expenses shall be determined on an annual basis for each calendar year ending on December 31 and shall be prorated for the number of months Tenant occupied the Premises if Tenant did not occupy the Premises the full year. Tenant shall pay _____ on the first of each month in advance with rent for Tenant's estimated pro rata share of the Operating Expenses. Landlord may change this amount at any time upon written notice to Tenant. At the end of each year, an analysis of the total year's Operating Expenses shall be presented to Tenant and Tenant shall pay the amount, if any, by which the Tenant's pro rata share of the Operating Expenses for the year exceeded the amount of the Operating Expenses paid by Tenant. Tenant shall pay any such excess charge to the Landlord within thirty (30) days after receiving the statement. In the event this Lease terminates at any time other than the last day of the year, the excess Operating Expenses shall be determined as of the date of termination. Upon termination of this Lease, any overpayment of Operating Expenses by Tenant shall be applied to the amounts due Landlord from Tenant under this Lease and any remaining overpayment shall be refunded to Tenant.

(c) Payment of Rent. Tenant agrees to pay the Base Rent as and when due, together with Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(d) Late Charge. If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the third day after such payments are due, Tenant agrees to pay Landlord a late charge of \$100.00.

(e) Security Deposit. As partial consideration for the execution of this Lease, the Tenant has delivered to Landlord the sum of \$00.00 as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

SERVICES

5. Landlord shall furnish no services except snow removal (charged back to the Tenant annually) to the Premises during normal business hours, and at such other times as Landlord may deem necessary or desirable, in the manner customary to the Real Estate. Landlord shall have the right to discontinue any service during any period for which rent is not promptly paid by Tenant. Landlord shall not be liable for damages, nor shall the rental be abated, for failure to furnish, or delay in furnishing, any service when failure to furnish, or delay in furnishing, is occasioned in whole or in part by needful repairs, renewals, or improvements, or by any strike or labor controversy, or by any accident or casualty whatsoever, or by any unauthorized act or default of any employee of Landlord, or for any other cause or causes beyond the control of Landlord. Tenant shall pay when due, all water, gas, electricity, sewer use fees, incurred at or chargeable to the Premises.

ASSIGNMENT OR SUBLEASE

6. Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider the following in determining whether to withhold consent: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises.

Landlord shall have the right to assign its interest under this Lease or the rent reserved hereunder.

TENANT'S IMPROVEMENTS

7. Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord may, as a condition to its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

REPAIRS

8. Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls and the roof of the Premises.

Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alteration, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate.

CONDITION OF PREMISES

9. Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted.

PERSONAL PROPERTY AT RISK OF TENANT

10. All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

LANDLORD'S RESERVED RIGHTS

11. Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.
- (b) Install and maintain signs on the Real Estate.
- (c) Have access to all mail chutes according to the rules of the United States Post Office Department.
- (d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent building, land, street, or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so.
- (e) Possess passkeys to the Premises.
- (f) Show the Premises to prospective tenants at reasonable times.
- (g) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.
- (h) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.

INSURANCE

12. Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Real Estate or increase the risks covered by insurance on the Real Estate or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Real Estate on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies. Provided, that this waiver shall apply only when permitted by the applicable policy of insurance.

INDEMNITY

13. Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the negligence of Landlord, its employees, or agents.

LIABILITY INSURANCE

14. Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of insurance in a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such comprehensive insurance shall protect and name the Tenant as the insured and shall provide coverage of at least \$1,000,000 for injuries to any one person, \$2,000,000 for injuries to persons in any one accident and \$1,000,000 for damage to property, made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of sidewalks and other Common Areas by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

CM

DAMAGE BY FIRE OR OTHER CASUALTY

15. If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed cancelled as of the date of the damage. Such damage shall not extend the Lease term.

CONDEMNATION

16. If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking; or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant.

DEFAULT OR BREACH

17. Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) If Tenant fails to pay Landlord any rent or other payments when due hereunder;
- (b) If Tenant vacates or abandons the Premises;
- (c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;
- (d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or
- (e) If Tenant fails to perform or comply with any other term or condition of this Lease and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.

EFFECT OF DEFAULT

18. In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

- (a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.
- (b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term, as though the Lease had not been terminated, and the reasonable rental value of the Premises, which sum shall be immediately due Landlord from Tenant.
- (c) Landlord may relet the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

SURRENDER-HOLDING OVER

19. Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be two times the monthly rent specified in the lease immediately before termination.

SUBORDINATION AND ATTORNMENT

20. Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

NOTICES

21. Any notice to given hereunder shall be given in writing and sent by registered or certified mail to Landlord at C.S. Nelson Real Estate, 2055-33rd Avenue, Columbus, NE 68601-3147, and to Tenant at La Bamba Mexican Restaurant, LLC, c/o Cesar Montenegro, 2315 W. 11th St., Grand Island, NE 68803 or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

RIGHT TO TERMINATE

22. Landlord shall have the right to terminate this Lease at the end of any calendar month by giving the Tenant written notice at least six months before the date of the termination of Landlord's intention to remodel, remove or demolish the Premises, or to sell, or make a ground lease of the land thereunder.

RULES AND REGULATIONS

23. Tenant and Tenant's agents, employees and invitees shall fully comply with all rules and regulations of the Real Estate, as amended from time to time, which are made a part of this Lease as if fully set forth herein. Landlord shall have the right to amend such rules and regulations as Landlord deems necessary or desirable for the safety, care, cleanliness, or proper operation of the Premises and the Real Estate.

NET-LEASE

24. This is a net-net-net Lease and the parties agree and understand that Tenant shall pay Tenant's proportionate share of the real estate taxes, special assessments, insurance and all other Operating Expenses as described in subparagraph 4.b of this Lease.

CM

MISCELLANEOUS

25. (a) **Binding on Assigns** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

(b) **Amendment in Writing** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

(c) **Waiver - None** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender** No surrender of the Premises by Tenant shall be affected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Brokers** Tenant hereby warrants that no real estate broker has or will represent it in this transaction and that no finder's fees have been earned by a third party.

(g) **Applicable Law** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

OTHER PROVISIONS

26. If applicable, lease terms and conditions are subject to approval by the mortgage lending institution that holds the mortgage on the property.

27. Tenant and tenants employees shall not, at any time, smoke inside any portion of the leased premises or dumpster area. Any smoking materials used outside of the leased premises shall not be discarded in the parking lot or any grassed areas of the shopping center grounds.

28. Tenant's insurance policy must list "Celfax Properties LLC" and "C.S. Nelson Co. Real Estate, 2055-33rd Avenue, Columbus, NE 68601" as Named Additional Insureds. Evidence of said insurance policy shall be provided to Landlord's Managing Agent prior to taking possession and occupancy.

29. The Tenant shall submit drawings of signage to Landlord's Managing Agent for approval prior to ordering said signage and no signage shall be installed without Landlord's written approval. Such signage shall be professional in appearance and similar in design to what is typically installed on retail shopping centers.

30. Keys issued to Tenant include the following: 1 - Front Door, 1 - Back Door

31. It is understood that all repairs to said personal property and fixtures during the term of this lease shall be made at the sole expense of the Tenant.

Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease of Tenant to Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

Witness

Witness

Witness

Witness

Celfax Properties LLC by C.S. Nelson Co.
Landlord
By Chris S. Nelson
Managing Agent

By _____

La Bamba Mexican Restaurant, LLC
Tenant
By Cesar Montenegro

By _____

PERSONAL GUARANTEE

The undersigned hereby unconditionally guarantee unto the Landlord the payment of the rent and the performance of all of the covenants under the Lease by the Tenant and hereby waive notice of any default under the Lease and agree that this liability shall not be released or affected by an extension of time for payment or by any forbearance by the Landlord.

Dated this 15th day of March, 2020.

By: [Signature]

Name: Cesar Montenegro

Street Address: 2315 W 11th St

City, State, Zip: Grand Island NE 68803

Phone: 361-484-6242

E-mail: Cesaronso771@gmail.com

By: _____

Name: _____

Street Address: _____

City, State, Zip: _____

Phone: _____

E-Mail: _____

CM

La Bamba Mexican Restaurant

Business Plan Prepared by
Odalys Montenegro Ramos

Date Prepared
10 April 2020

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Executive Summary

La Bamba Mexican Restaurant will offer authentic food dishes from the Southern region of Mexico. Our demographic will be everyone in the community of Columbus, NE. Our target audience will include, but is not limited to, families as well as young adults. Our market is mainly Americans and Hispanics, who make up a sizable portion of Columbus. La Bamba Mexican Restaurant will have no partnerships and will operate on its own since this will be the only facility.

Vision and Mission Statement

Our mission is to cook and serve authentic Mexican dishes in a pleasant and amiable environment.

Our vision is to provide outstanding customer service and to supply an authentic Mexican cuisine experience.

Company Overview

La Bamba Mexican Restaurant will start running this summer of 2020 in Columbus, NE, as its only facility. Our goal is to prepare authentic Mexican food from the Southern region of Mexico. We will establish a welcoming environment for our customers and will offer authentic Hispanic cuisine. To show our hospitality, we will have outstanding customer service and adapt to our customer's needs to the best of our ability as well as keeping the environment friendly.

Product and Service Plan

Product Strategy

Our provider will be Cisco, which is located in Lincoln, NE, and will include vegetables, meats, fruits, sodas as well as other possible necessities. The addition of an alcohol license will provide us the opportunity to open a bar in the establishment to attract more customers.

Service Plans

La Bamba Mexican Restaurant will strive to offer outstanding customer service while offering an authentic experience of Mexican culture to the community of Columbus, NE. We will do so by cooking and serving traditional Mexican food and drinks from the Southern region of Mexico.

Marketing Plan

Market Analysis

The restaurant will appeal to both Hispanic Americans and non-hispanic Americans in the community of Columbus, NE. The community of Columbus is made up of 75.1% non-hispanic Americans and 22.4% Hispanic Americans as of 2017. International residents mainly immigrate from Mexico and Guatemala, according to the Census Bureau. The Census Bureau also states Vietnam is the third country where most international residents currently residing in Columbus, NE, immigrate from. Because non-hispanic Americans like a variety of food dishes, they are a good target audience for the restaurant. Most customers like to have a sit-down restaurant rather than fast, take-out food, so our service will mainly be sit-down though there will be the option to take-out as well.

Competition

Competitors in the Columbus area include Taqueria Vallarta, el Mezcal and el Tapatio Mexican Restaurant. Our main competitor is el Mezcal, who is located three miles away from La Bamba Mexican Restaurant. El Mezcal offers Mexican food mainly from the Northern region of Mexico, although does provide a limited Southern selection. La Bamba Mexican Restaurant will compete by attracting customers through our outstanding customer service. La Bamba Mexican Restaurant has an excellent location on the 23rd Street of Columbus, NE, where, approximately, the traffic is 5,000 vehicles per day.

Marketing Strategy

1. La Bamba Mexican Restaurant will use a targeted mass marketing strategy to gain new customers. This marketing strategy is designed to reach out to everyone in the community. In

order to best appeal to families with children, La Bamba Mexican Restaurant will feature a kids menu.

2. La Bamba Mexican Restaurant will advertise via word-of-mouth by providing great customer service, as well as utilizing social networking sites such as Facebook and Twitter. We will also operate a website, advertise in the Omaha Hispanic newspaper, and will run TV advertisements and radio advertisements to reach the community in Columbus, NE, and small towns nearby, approximately 25 to 45 mile radius. Business cards, fliers, and announcements will be handed out for the grand opening event to introduce the restaurant to the community. As a member of the Columbus Chamber, La Bamba will be promoted by the Chamber Commanders, and Member to Member email. La Bamba will provide sponsorships for the Chamber events.

Management Plan

Because La Bamba Mexican Restaurant will just be starting this upcoming summer, the head chef will be under direct management of the owner, Cesar Montenegro, who will adjust plans as needed should anything change. Mr. Montenegro will provide the overall direction of the restaurant and will be responsible for the day-to-day operations as well as in charge of the development of food plans, recipes, daily specials, deals, and general menus.

Mr. Montenegro's daughter, Odalys, will be assisting in the restaurant business by providing the recordkeeping and marketing strategies. Ms. Montenegro is close to finishing her college degrees in marketing and business administration. Ms. Montenegro will be in charge of all social media (Facebook and Instagram), marketing plans, and operating plans while also overseeing the financial plans and financial statements.

Operating Plan

Location and facilities

The facility will be located in 3015 23rd Street, Columbus, NE, and will consist of an establishment which will contain a dine-in section and a bar for customers to sit down and eat, as well as the kitchen in the back, where dishes will be prepared. The restaurant will be located on 23rd street, which is a high-traffic main street in Columbus, where there are also other restaurants.

Purchasing and inventory management

Maintenance materials as well as food required for inventory will be conducted by Cesar Montenegro, the owner of La Bamba Mexican Restaurant. Day-to-day operations will be overseen by the manager, Cesar Montenegro.

Financial Plan

La Bamba Mexican Restaurant will be a for profit organization that will follow the standard method of accounting trimonthly, which will state the gains and losses as well as balances for each month. Banking transactions will be done through Cornerstone Bank. Find the financial statements for start-up costs attached.

Inventory List for La Bamba Mexican Restaurant

Kitchen Equipment		
Item	Quantity	Replacement Cost
Range (6 burners)	1	\$800.00
Char boiler	1	\$600.00
Fryers	2	\$90.00 (ea.)
Steam table (4 pans)	1	\$700.00
Cool prepper	1	\$900.00
Freezers	3	\$900.00 (ea.)
Ice machine	1	\$600.00
Microwave	1	\$400.00
Stainless steel worktable	1	\$200.00
Total	12 items	\$7,080.00

Dining Room		
Item	Quantity	Replacement Cost
Chairs	50	\$70 (ea.)
Tables	19	\$80 (ea.)
Booths	10	\$150.00 (ea.)
Total	79 items	\$6,520.00

Electronics		
Item	Quantity	Replacement Cost
TV flat screen	2	\$250.00 (ea.)
Cash registers	2	\$200.00 (ea.)
Total	4 items	\$900.00

Contract for Payment and Ownership

This contract is made effective as of November 7th, 2019 by and between Qiao Hong Liu and Cesar Enrique Montenegro Alonso in regard to the ownership and payments for Ninja Mongolian Grill located at 3015 23rd St. in Columbus, NE 68601. Qiao Hong Liu will be selling the restaurant to Cesar Enrique Montenegro Alonso.

1. A deposit of \$2,000 has already been made by Cesar Enrique Montenegro Alonso.
11/8/19 \$5000 Five thousand paid
2. The first payment of \$10,500 needs to be made the day of lease signing which is November 7th, 2019.
3. By opening day of the restaurant after renovations, a second payment of \$6,250 needs to be made.
4. After one month of official opening day, a third and final payment of \$6,250 is due.
5. If any of the payments are not made by the due date, a 5% interest rate will be added to the payment amounts for the days the payment has been delayed until the last payment due date.
6. If by the third payment due date, all of the money has still not been payed then all equipment in the restaurant will be charged for.

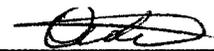
By signing this agreement, I agree to each statement listed above and understand that the breach of this contract may result in legal action. I have read this document and I fully understand the requirements.

Cesar Montenegro
Buyer Printed Name

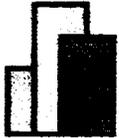


Buyer Signature

Qiao Hong Liu
Seller Printed Name



Seller Signature



C.S. Nelson Co.
REAL ESTATE

2055-33rd Avenue
Columbus, NE 68601
PHONE: 402-562-8244
Facsimile: 402-563-2282
E-Mail: csnlrs@megavision.com

TENANT PAYABLE UTILITY CHECKSHEET

Dear: Cesar Montenegro
Tenant Name

RE: 3015-23-d Street, Columbus, NE
Property Address

The following information has been provided to assist in your move to one of our managed properties.

As indicated in your lease agreement, you will be required to make contact with and arrange for billing and payment of the following services:

- ELECTRICITY Loup Power District, 2404-15th Street, Columbus, NE 68601
Phone: 402-564-3171 2 bills - 2 meters
- GAS Black Hills Energy
Phone: 1-888-890-5554 1 Meter -
- WATER / SEWER City Of Columbus, Water Office, 2424-14th Street, Columbus, NE 68601
Phone: 562-4220 1 Meter
- GARBAGE VARIOUS PROVIDERS - Check phone directory

I / we understand that I / we are to contact the above listed service providers and arrange for billing and payment of the above listed services as required in the lease agreement. I / we agree to make contact with the above listed service providers within 24 HOURS of signing of the lease agreement. I / we understand that I / we are considered to be in default of the lease agreement if the service providers are not contacted within the 24 HOUR time limit.


Tenant Signature

11-11-2019
Date

Tenant Signature

Date

RESIDENTIAL

COMMERCIAL

AGRICULTURAL

CERTIFICATE OF ORGANIZATION

OF

La Bamba Mexican Restaurant, LLC

This Certificate of Organization of La Bamba Mexican Restaurant, LLC (the "Company") is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Nebraska Uniform Limited Liability Company Act, Neb. Rev. Stat. § 21-101 *et seq.*

1. Name. The name of the Company is La Bamba Mexican Restaurant, LLC.
2. Initial Agent for Service of Process and Address. The initial agent for service of process of the Company is Cesar Montenegro, whose address is 2315 W 11th St, Grand Island, NE 68803.
3. Initial Designated Office. The initial designated office of the Company is 2315 W 11th St, Grand Island, NE 68803.

IN WITNESS HEREOF, the undersigned, an authorized person of the Company, has caused this Certificate of Organization to be duly executed as of the 14th day of February, 2020.



Cesar Montenegro, Sole Owner/Organizer

THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

LEASE ADDENDUM

ADDENDUM TO LEASE DATED: 8-11-10

FOR THE PROPERTY LOCATED AT: 3015-23rd Street, Columbus, NE

27. Tenant is granted Beneficial Occupancy to commence remodeling upon signing of this lease and transfer of electricity, gas and water/sewer bills into Tenant's name.

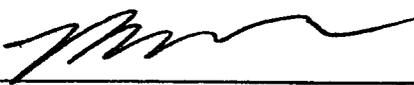
28. The Tenant shall have their insurance carrier name the Landlord, Raymond Becker and the Landlord's Managing Agent, C.S. Nelson Real Estate Co. as "Named Additional Insureds" under the Tenant's business insurance policy.

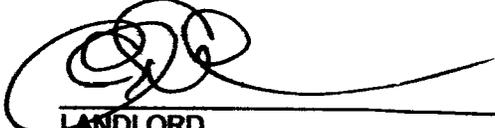
29. The Tenant shall submit drawings of signage to Landlord's Managing Agent for approval prior to ordering said signage.

30. Tenant shall enter into a quarterly (once every 90 days) HVAC maintenance agreement with an HVAC vendor to be approved by Landlord's Managing Agent.

31. Tenant is granted One (1) Three (3) Year option to renew this lease at under the same terms and conditions except the rent schedule shall be as follows:

November 1, 2013 to October 31, 2014	\$1650.00 per month
November 1, 2014 to October 31, 2015	\$1750.00 per month
November 1, 2015 to October 31, 2016	\$1850.00 per month

 8/11/10
TENANT DATE

 8-11-10
LANDLORD DATE

TENANT DATE

LANDLORD DATE

1. Application of La Bamba Mexican Restaurant for Cesar Montenegro as manager in conjunction with liquor license.



COLUMBUS POLICE DEPARTMENT

2330 14th Street • Columbus, Nebraska 68601 • Phone (402) 564-3201 • Fax (402) 562-7325

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: JULY 23, 2020

SUBJECT: LA BAMBA MEXICAN RESTAURANT
3015 23RD STREET
COLUMBUS, NEBRASKA

LIQUOR MANAGER: CESAR MONTENEGRO

La Bamba is a Mexican restaurant located on 23rd Street. They will sell Mexican food and also will sell beer, wine and spirits.

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

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

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

The Columbus Police Department has no recommendation.

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

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

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

The area is zoned for business.

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

Sanitation or sanitary conditions are in order.

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

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

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

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

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

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

- 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. He will build a bar and store alcohol behind it during business hours.

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

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

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

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

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

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

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

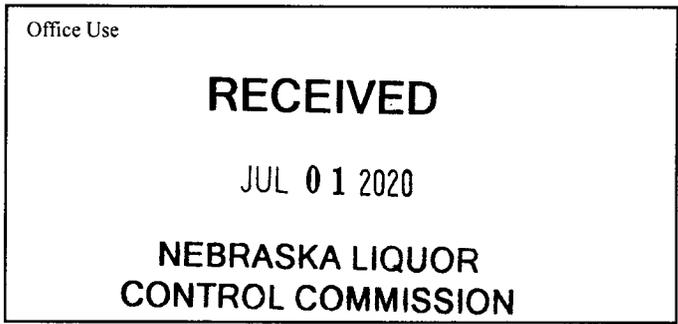
Activities will not create unreasonable noise.

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

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

**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: La Bamba Mexican Restaurant LLC

Premise information

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

Premise Trade Name/DBA: La Bamba Mexican Restaurant LLC

Premise Street Address: 3015 23 Rd

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: N/A

Premise Email address: N/A

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: Montenegro First Name: Cesar MI: _____

Home Address: 1315 W 11th St

City: Grand Island County: Hall Zip Code: 68803

Home Phone Number: cell: 361 484 6242

Driver's License Number & State: _____

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: Veracruz Mex

Email address: cesaralonso771@gmail.com

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

YES NO

Spouse's information

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

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Grand Island, NE	2010	2020			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2019	2019	strobela	Levi	308-548-2264
2017	2018	flour	Gustavo Garcia	469-398-7000

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
Cesar Montenegro	1/2016	Grand Island, NE	Speeding Ticket	Convicted
Cesar Montenegro	11/2018	Las Vegas, NV	Speeding Ticket	Convicted
Cesar Montenegro	06/2010	Grand Island, NE	Speeding Ticket	Convicted
Cesar Montenegro	Unsure	Wyoming	Speeding Ticket	Convicted
Cesar Montenegro	Unsure	Mobile, AL	Speeding Ticket	Convicted
Cesar Montenegro	Unsure	Columbus, NE	Ran yellow light	Convicted

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: N/A Name on Certificate: N/A

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:

5. Have you enclosed form 147 regarding fingerprints?

YES NO

* Form 147 is enclosed.
 Fingerprints are not enclosed due to Co-Vid 19.

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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



Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Hall

The foregoing instrument was acknowledged before me this

6-25-2020
date

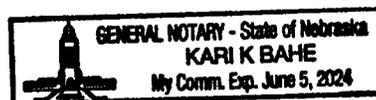
by

Cesar Montenegro
NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature

Affix Seal



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.

- B. Public hearing - Consider authorization of acquisition of real estate in Wilken Acres Addition to be used for road right-of-way.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Mayor and Council of the City of Columbus, Nebraska, will conduct a public hearing on August 3, 2020, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, concerning the adoption of a resolution authorizing the City to acquire various interests in the following described real estate; part of Lot 7, Block "E", Wilken Acres Addition, to the City of Columbus, Platte County, Nebraska to be used as road right-of-way. Said real property interests to be acquired are as follows:

Ownership of the property legally described as:

A tract of land located in part of Lot 7, Block "E", Wilken Acres Addition to the City of Columbus, Platte County, Nebraska, described as follows:

Beginning at the Northeast Corner of Lot 7, Block "E", Wilken Acres to the City of Columbus, Platte County, Nebraska; and assuming the Northeasterly line of said Lot 7 to have a bearing of N52°32'11"W; thence N52°32'11"W and on said Northeasterly line, 66.34 feet; thence S07°32'11" E, 93.82 feet to a point on the East line of said Lot 7: thence N37°27'49"E and on said East line 66.34 feet to the Point of Beginning, contained 2200.5 square feet more or less; and

A permanent road right-of-way described as:

A tract of land located in part of Lot 7, Block "E", Wilken Acres Addition to the City of Columbus, Platte County, Nebraska, described as follows:

Beginning at the Northeast Corner of Lot 7, Block "E", Wilken Acres to the City of Columbus, Platte County Nebraska, and assuming the Northeasterly line of said Lot 7 to have a bearing of N52°32'11"W; thence N52°32'11"W and on said Northeasterly line, 66.34 feet; thence S07°32'11"E, 93.82 feet to a point on the East line said Lot 7; thence N37°27'49"E and on said East line 66.34 feet to the Point of Beginning, contained 2200.5 square feet, more or less.

At said time and place of said Public Hearing you may appear and be heard.

Dated this 24 day of July, 2020

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline, City Clerk

Publish: 07:24:2020
Two Affidavits of Publication

1. Resolution No. R20-76 authorizing acquisition of real estate in Wilken Acres Addition for road right-of-way purposes.

RESOLUTION NO. R20-76

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AFTER NOTICE AND PUBLIC HEARING THEREON, AUTHORIZING THE ACQUISITION OF CERTAIN INTERESTS IN REAL PROPERTY IN THE WILKEN ACRES ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, TO BE USED AS ROAD RIGHT-OF-WAY.

WHEREAS, the acquisition of land is needed for road right-of-way purposes; and

WHEREAS, ownership of the land to be acquired is generally in the area of 47 Avenue and Howard Boulevard, and is legally described as follows:

A tract of land located in part of Lot 7, Block "E", Wilken Acres Addition to the City of Columbus, Platte County, Nebraska, described as follows:

Beginning at the Northeast Corner Lot 7, Block "E", Wilken Acres Addition to the City of Columbus, Platte County, Nebraska and assuming the Northeasterly line of said Lot 7 to have a bearing of N52°32'11"W; thence N52°32'11"W and on said Northeasterly line, 66.34 feet; thence S07°32'11" E, 93.82 feet to a point on the East line of said Lot 7; thence N37°27'49"E and on said East line 66.34 feet to the Point of Beginning, contained 2200.5 square feet more or less.

WHEREAS, in accordance with applicable Neb. Rev. Stat. §18-1755 proper notice was given and a public hearing has been conducted regarding the acquisition of said property; and

WHEREAS, the City shall proceed with negotiations to purchase such property with a purchase agreement to be reviewed and considered by the City as part of a separate resolution.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the City attempt to acquire by purchase the aforementioned described land.

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**

MEMORANDUM

DATE: July 30, 2020
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Rodney and Patricia Muller Partial Property Acquisition

RECOMMENDATION:

I recommend approval of the Resolution and Purchase Agreement with Rodney Muller for partial property acquisition in a lump sum amount of \$7,500 located in a tract of land in part of Lot 7, Block "E" Wilken Acres Addition.

DISCUSSION:

The City and Rodney and Patricia Muller have agreed to purchase the property located in general at the intersection of 47th Avenue and the US Highway 81/Frontage Road by Fire Department No. 1. The title search has been completed. The closing date is set for August 7, 2020.

The acquisition will allow the final plat of CFD Subdivision to proceed.

The property acquisition process was delayed due to outstanding circumstances.

FISCAL IMPACT:

\$7,500 from part of CIP 20-70 Subdivision or Miscellaneous Improvements.

ALTERNATIVE:

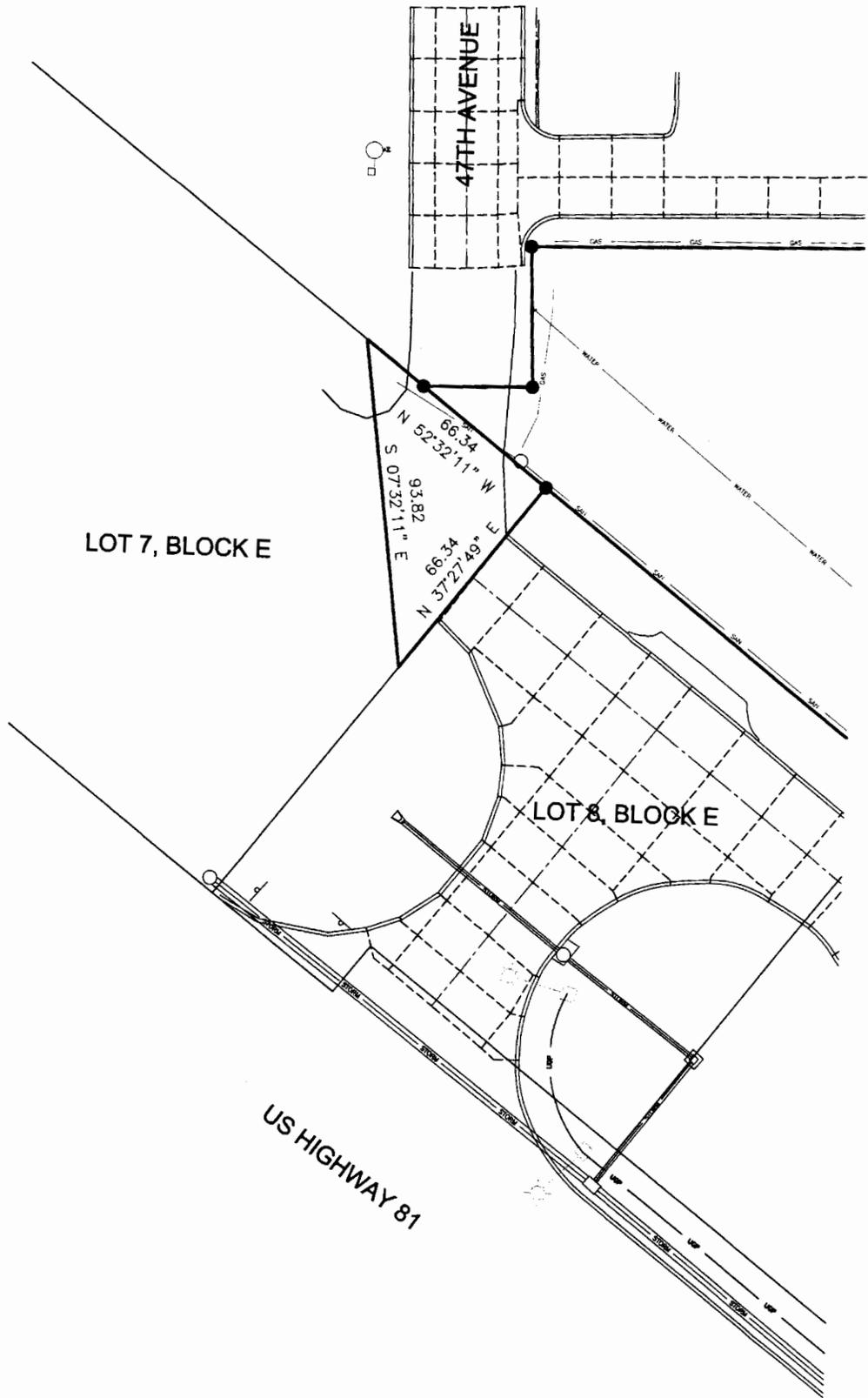
None

SIGNATURE:

By:  _____

Approved By: _____ Tara Vasicek

EXHIBIT A



2. Resolution No. R20-77 approving purchase agreement with Rodney W. and Patricia A. Muller in the amount of \$7,500 for a portion of land in the area of 47 Avenue and Howard Boulevard to be used for road right-of-way purposes.

RESOLUTION NO. R20- 77

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PURCHASE AGREEMENT WITH RODNEY W. MULLER AND PATRICIA A. MULLER IN THE AMOUNT OF \$7,500 FOR A PORTION OF LAND IN THE AREA OF 47 AVENUE AND HOWARD BOULEVARD TO BE USED FOR ROAD RIGHT-OF-WAY; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City seeks to purchase a certain a portion of land to be used for road right-of-way in the amount of \$7,500 from Rodney W. Muller and Patricia A. Muller, a copy of the proposed Purchase Agreement is attached hereto and incorporated herein by this reference; and

WHEREAS, the acquisition of said land is needed for road right-of-way purposes; and

WHEREAS, the property to be acquired is generally in the area of 47 Avenue and Howard Boulevard, and is legally described as follows:

A tract of land located in part of Lot 7, Block "E", Wilken Acres Addition to the City of Columbus, Platte County, Nebraska, described as follows:

Beginning at the Northeast Corner Lot 7, Block "E", Wilken Acres Addition to the City of Columbus, Platte County, Nebraska and assuming the Northeasterly line of said Lot 7 to have a bearing of N52°32'11"W; thence N52°32'11"W and on said Northeasterly line, 66.34 feet; thence S07°32'11"E, 93.82 feet to a point on the East line of said Lot 7; thence N37°27'49"E and on said East line 66.34 feet to the Point of Beginning, contained 2200.5 square feet more or less.

WHEREAS, in accordance with applicable Neb. Rev. Stat. §18-1755 proper notice was given and a public hearing has been conducted regarding the acquisition of said property.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Purchase Agreement with Rodney W. Muller and Patricia A. Muller, in the amount of \$7,500 for a portion of land to be used for road right-of-way, 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**

MEMORANDUM

DATE: July 30, 2020
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Rodney and Patricia Muller Partial Property Acquisition

RECOMMENDATION:

I recommend approval of the Resolution and Purchase Agreement with Rodney Muller for partial property acquisition in a lump sum amount of \$7,500 located in a tract of land in part of Lot 7, Block "E" Wilken Acres Addition.

DISCUSSION:

The City and Rodney and Patricia Muller have agreed to purchase the property located in general at the intersection of 47th Avenue and the US Highway 81/Frontage Road by Fire Department No. 1. The title search has been completed. The closing date is set for August 7, 2020.

The acquisition will allow the final plat of CFD Subdivision to proceed.

The property acquisition process was delayed due to outstanding circumstances.

FISCAL IMPACT:

\$7,500 from part of CIP 20-70 Subdivision or Miscellaneous Improvements.

ALTERNATIVE:

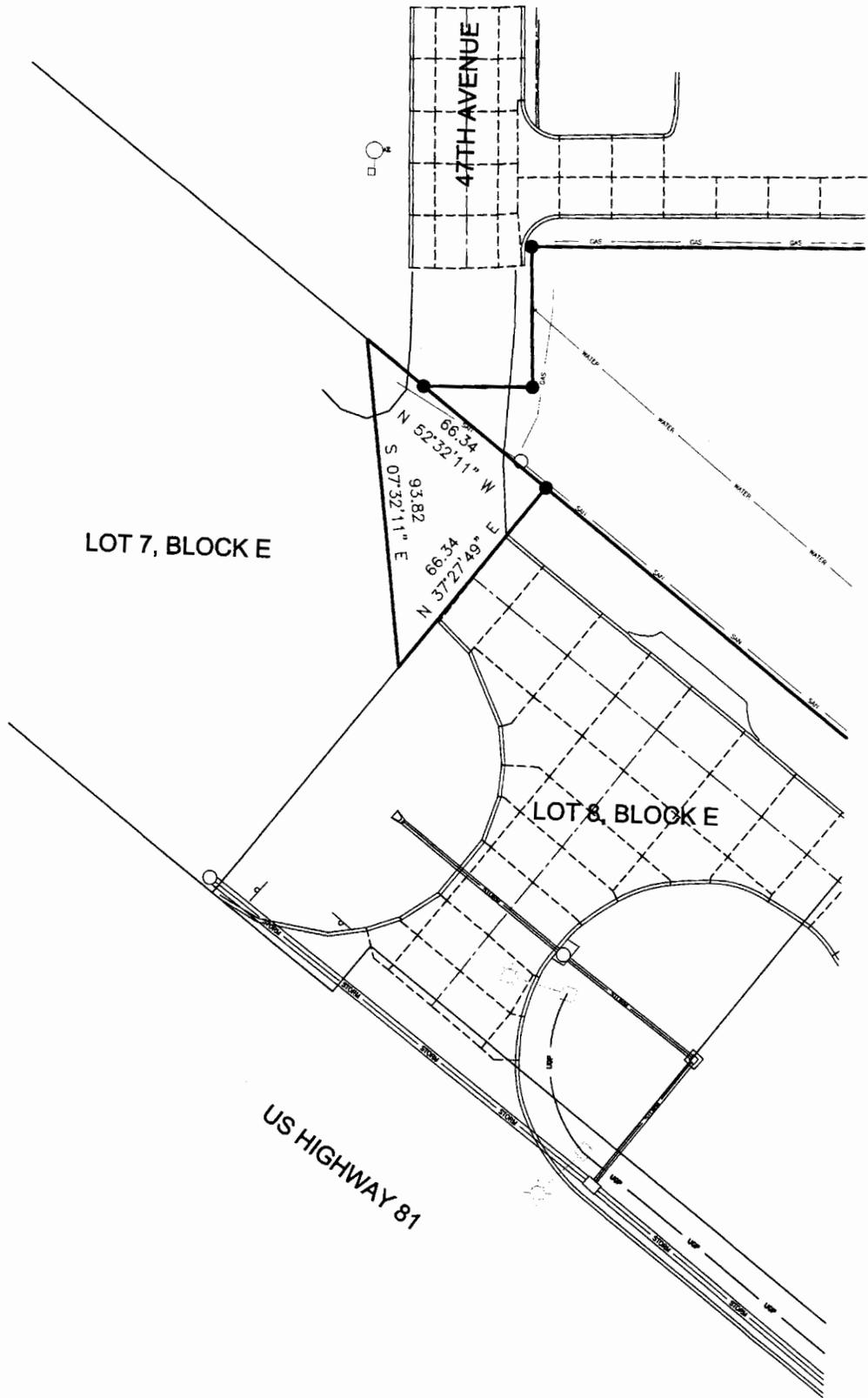
None

SIGNATURE:

By:  _____

Approved By: Tara Vasicek

EXHIBIT A



LOT 7, BLOCK E

LOT 8, BLOCK E

US HIGHWAY 81

47TH AVENUE

47th Ave Property

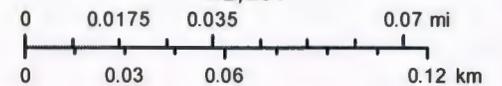


September 19, 2019

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:2,257

- Lot Lines
- Sections
- Parcels
- Townships



8. **PETITIONS AND COMMUNICATIONS - None**

9. **REPORTS OF CITY OFFICES - None**

10. **REPORTS OF COUNCIL COMMITTEES**

A. COMMITTEE OF WHOLE - August 3, 2020

1. One Percent Restricted Funds Authority Increase.

2. Fee Schedule.

3. Pay Plan.

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

12. **REPORTS ON LEGISLATION - None**

13. **NEW BUSINESS**

A. Application of Fraternal Order of Eagles for addition to liquor license for outdoor area at 3205 12 Street.



COLUMBUS POLICE DEPARTMENT

2330 14th Street • Columbus, Nebraska 68601 • Phone (402) 564-3201 • Fax (402) 562-7325

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

FROM: CHARLES L. SHERER, CHIEF OF POLICE

A handwritten signature in black ink, appearing to be "CS", located to the right of the "FROM:" line.

DATE: JULY 23, 2020

SUBJECT: LIQUOR LICENSE
ADDITION TO LICENSED PREMISES
FRATERNAL ORDER OF EAGLES
3205 12TH STREET
COLUMBUS, NEBRASKA

CORPORATION PRESIDENT:
DOUG WIESE
3205 12TH STREET
COLUMBUS, NEBRASKA

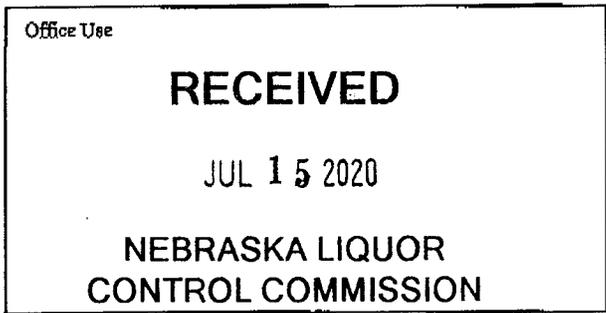
The requested change of this license is to add a beer garden to the front of the business. The size of this beer garden will be 35 feet by 54 feet. There would be no change to the existing building. The beer garden will be uncovered, and be surrounded by a six foot fence.

There will be no change in the existing plan of business concerning the alcohol other than the increase in outside consumption of alcohol.

This report should serve notice that the Columbus Police Department is aware of the proposed change of premises and makes no recommendation.

APPLICATION FOR ADDITION TO LIQUOR LICENSE

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



Application:

- **Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport**
- **Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application**
- **Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north. NO BLUE PRINTS**
- **May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body**
- **Check with your local governing body for any additional requirements that may be necessary in making this request for addition**

LIQUOR LICENSE # 001237 CLASS TYPE C
 LICENSEE NAME Doug Wiese
 TRADE NAME Fraternal Order Of Eagles
 PREMISE ADDRESS 3205 12th Street
 CITY Columbus ZIP CODE 68601 COUNTY Platte
 CONTACT PERSON Doug Wiese
 PHONE NUMBER OF CONTACT PERSON 402-564-3361
 EMAIL ADDRESS OF CONTACT PERSON dwiese@ernstauto.com



PayPort - 4500

1. What is being added?

Explain the type of addition that is being requested, i.e. beer garden, adding to building

Beer Garden

2. Will this addition cause the location to be 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).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

3. Include a sketch of the area to be added showing:

- ✓ existing licensed area with length & width in feet
- ✓ area to be added with length & width in feet
- ✓ direction north

4. If adding an outdoor area explain:

- ✓ type of fencing
- ✓ height of fence
- ✓ length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances. Rule Chapter 2-012.07

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act. Neb Rev Stat §53-129



Signature of Licensee or Officer

State of Nebraska

County of Nebraska

The foregoing instrument was acknowledged before me this

7/15/2020

Date

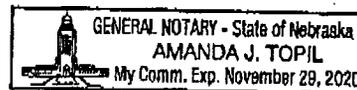
by

Amanda Topil

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

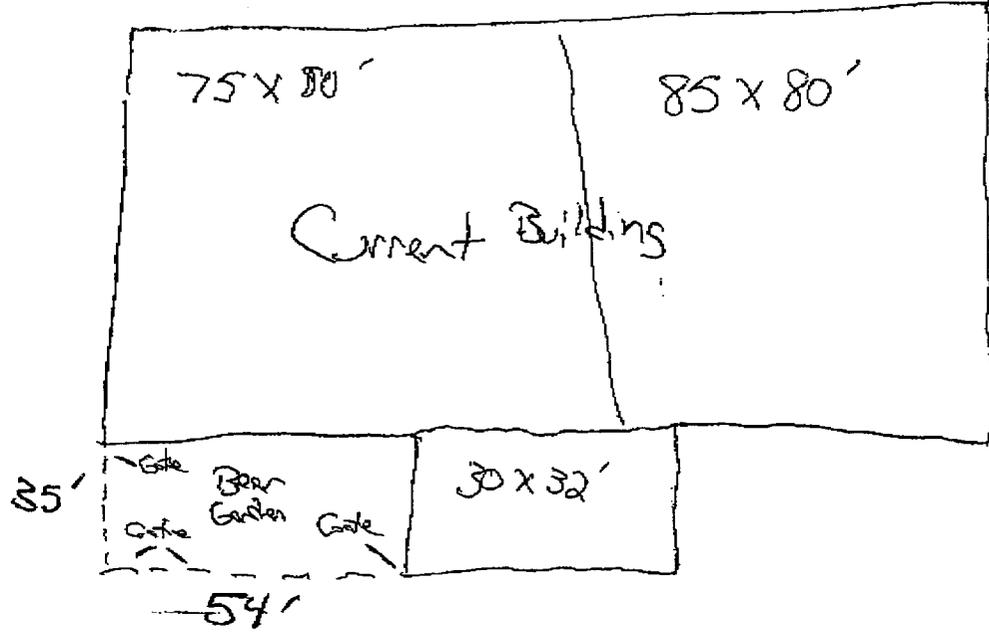

Notary Public signature

Affix Seal





- Vinyl Fencing
- 7 ft High



N

U

W

WARRANTY DEED - CORPORATION (page 2)

PROJECT: 30-5(125)

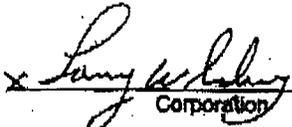
C.N.: 31382

TRACT: 5

TO HAVE AND TO HOLD said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and to its successors and assigns forever.

Said Grantor does hereby covenant with THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, and with its successors and assigns; that said Grantor is lawfully seized of said real property; that said real property is free from encumbrance; that said Grantor is duly authorized to sell said real property; that said Grantor warrants and will defend that title to said real property against the lawful claims of all persons, whomsoever.

Duly executed this 11 day of June, 2009



Corporation

ATTEST: _____

BY: _____

WARRANTY DEED - CORPORATION (page 3)

PROJECT: 30-5(125)

C.N.: 31382

TRACT: 5

STATE OF Nebraska

Platte)ss.
County)

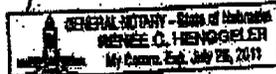
On this 11th day of June, A.D., 2008, before me, a General Notary Public, duly commissioned and qualified, personally came Larry Whiting
the duly authorized representatives of _____

who acknowledged that he, she or they held the position or title set forth in the instrument, that he, she or they signed the instrument on behalf of the corporation by proper authority and that the instrument was the act of the corporation and are to me known to be said duly authorized representative or representatives and the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

Renee C. Hengeler Notary Public.

My commission expires the 20th day of July, 2011.



STATE OF _____

_____)ss.
County)

On this _____ day of _____, A.D., 20____, before me, a General Notary Public, duly commissioned and qualified, personally came _____
the duly authorized representatives of _____

who acknowledged that he, she or they held the position or title set forth in the instrument, that he, she or they signed the instrument on behalf of the corporation by proper authority and that the instrument was the act of the corporation and are to me known to be said duly authorized representative or representatives and the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

Notary Public.

My commission expires the _____ day of _____, 20_____.

1124

Resolution

BE IT RESOLVED, that Larry Whiting
(Corporate Officer)

and _____ of the
(Corporate Officer)

Fraternal Order of Eagles, Platte Aerie
(Corporation) No. 1834, Inc. are hereby authorized and directed for, and on behalf of the Board of Directors, to execute all necessary documents to convey title to corporate property for highway purposes to the State of Nebraska, Department of Roads.

I further certify that the Board of Directors of the Fraternal Order of Eagles, Platte Aerie No. 1834, Inc.
(Corporation) has, and at the time of the adoption of said resolution, had full power and lawful authority to adopt the foregoing resolution and to confer the powers therein granted to the persons named who have full power and authority to exercise the same.

Duly executed this 11 day of June, 2008.

x Larry Whiting

ATTEST: _____

Project No.: 30-5(125)

C.N.: 31382

Tract No.: 5

Owner's Name: Fraternal Order of Eagles,
Platte Aerie No. 1834 Inc.

B. Application of The Friedhof Room at Schweser's for special designated liquor license on August 29, 2020, for street dance in front of 1270 27 Avenue.



COLUMBUS POLICE DEPARTMENT

2330 14th Street • Columbus, Nebraska 68601 • Phone (402) 564-3201 • Fax (402) 562-7325

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

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: JULY 23, 2020

SUBJECT: LIQUOR LICENSE
APPLICATION FOR SPECIAL DESIGNATED LICENSE
FRIEDHOFF ROOM AT SCHWESER'S
1270 27TH AVENUE
COLUMBUS, NEBRASKA
ROB GASPER, SUPERVISOR

This application for special designated license is for the purpose of serving beer wine and spirits to attendees of an outdoor street dance on August 29th, 2020 from 11:00 A.M. until 11:59 P.M. in the parking lot of 1270 27th Avenue. This event will be supervised by Rob Gasper. It is expected that approximately 150 people will attend this event. Sergeant Strecker spoke Rob Gasper about this event.

Wristbands will be issued to those that are 21 and older, and they are the only ones that will be allowed to be served alcohol. They will allow individuals in who are under 21, but they will not be given a wristband or be served. All alcohol will be stored behind a table or bar. Only individuals age 19 and older will be serving alcohol. All of their employees will be aware of the law and what is expected of them. All alcoholic beverages being served will be under adult supervision at all times. There will be both visible and undercover security at the event.

This report will serve as notice that local law enforcement has been informed in advance of this event.

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

FILED

JUL 18 2020

**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

**CITY CLERK
COLUMBUS, NEBR.**

The Friedhof Room at Schweser's

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

C-122436

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 8/29/20

Event Start Time(s): 10 am

Event End Time(s): 11:59 pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: The Friedhof Building

Event Street Address/City: 1270 27th Ave. Columbus, NE 68601

Indoor area to be licensed in length & width: _____ X _____

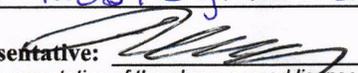
Outdoor area to be licensed in length & width: 150' X 70' (Diagram Form #109 must be attached)

Type of Event: Street Estimate # of attendees: 150

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: por92854@gmail.com

*Signature Authorized Representative:  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)

Local Governing Body Authorized Signature

Date

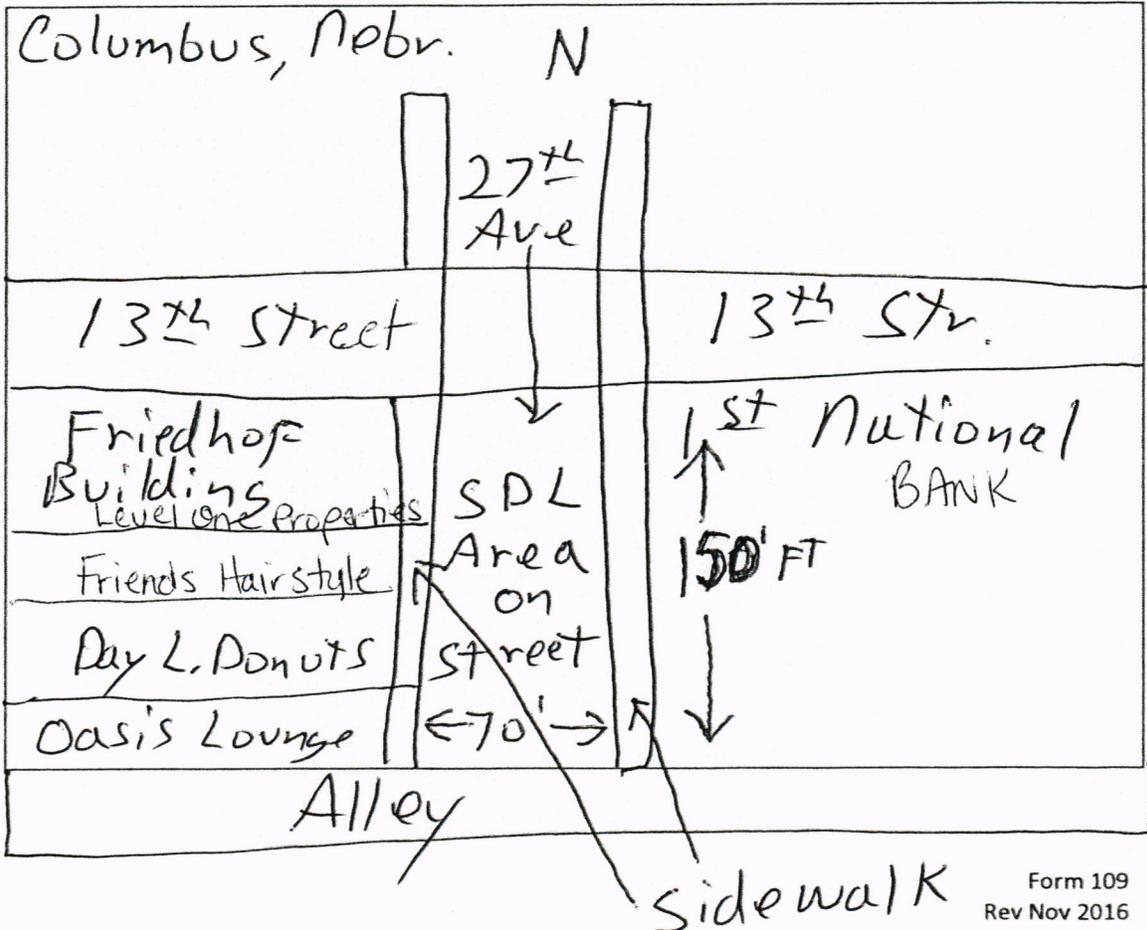
OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Private Security (Visible + 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:



- C. Quote from Downey Drilling in the amount of \$18,439.95 for repairs to Well No. 1 located at 10 Street and 28 Avenue.



The City of
Columbus, Nebraska

PUBLIC WORKS DEPARTMENT
• Utility Billing • Water Production • Water/Sewer Utility • Wastewater •
Streets • MSW Transfer Station
Phone: 402-562-4260
Fax: 402-562-4265
www.columbusne.us

MEMORANDUM

DATE: July 28, 2020
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Well #1 Repair Quote

RECOMMENDATION: To accept the following attached sole source quote from Downey Drilling for the listed repairs to well #1 in the amount of \$18,439.95. The following well work is needed, Downing has done reliable and competitive priced well work in the past for the city and is available to do the work next week.

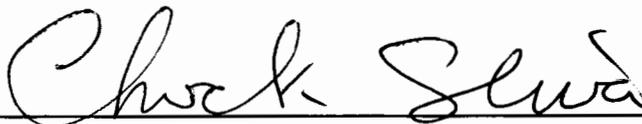
DISCUSSION: Well #1 is in need of repairs due to the low production pump rate. This well is part of the State and EPA extraction well system at this time. Cost of repairs have been approved by both agencies and cost will be reimbursed to the City Of Columbus.

FISCAL IMPACT:

None at this time, cost will be reimburse from state.

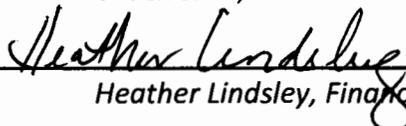
SIGNATURE:

By:



Chuck Sliva, Public Works Director

Approved By:



Heather Lindsley, Finance Director

Approved By:

Tara Vasicek, City Administrator



CITY OF COLUMBUS

QUOTE SHEET FOR PURCHASES

DEPARTMENT: Public Works/Environmental Services - Water

CHARGE TO ACCOUNT NUMBER: 520-54420

DEPARTMENT HEAD APPROVAL: _____

Chuck Sew

FINANCE DIRECTOR REVIEW: _____

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

CITY ADMINISTRATION APPROVAL: _____

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

... Purchases between \$10,000 and \$20,000 need Council Approval, also.

Date: June 22, 2020 Time: A.M.

Vendor Name: DOWNEY DRILLING INC.

Vendor Employee Name: Dan Freese

Telephone: (308) 235-6755

QUOTE FOR: Well 1 Repairs

Quote Includes:	Item Totals
<u>Moblization</u>	\$ <u>1,800.00</u>
<u>Labor and Chemical Treatment</u>	\$ <u>9,839.95</u>
<u>Sonar Jet Cleaning</u>	\$ <u>3,700.00</u>
<u>re-install pump and test well</u>	\$ <u>3,100.00</u>
_____	\$ _____
Grand Total	\$ <u>18,439.95</u>

Quote Excludes: _____

Delivery Date: ASAP Shipped By: _____

Shipped F.O.B. (Freight Paid) YES _____ NO _____

Tax Excluded _____

City Employee Obtaining Quote: Jake Wacha

DOWNEY DRILLING, INC.

PROPOSAL AND ACCEPTANCE

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

TO: **The City of Columbus**

Address: **P.O. Box 1677, Columbus, NE 68602-1677**

1 Labor to chemically treat Well 1

\$6,000.00

TOTAL			\$ 6,000.00
Sales tax	Not Included		
TOTAL			\$ 6,000.00

Grand Total **\$6,000.00**

Full payment due 30 days after invoice.

Material prices subject to change until contract signed and accepted.

By: _____

Dated this **22** day of **June** **2020**

The undersigned, buyer, hereby accepts the proposal.

Dated this day of

DOWNEY DRILLING, INC.

PROPOSAL AND ACCEPTANCE

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

TO: **The City of Columbus**

Address: **P.O. Box 1677, Columbus, NE 68602-1677**

1 Double SonarJet Well 1

\$3,700.00

TOTAL			\$ 3,700.00
Sales tax	Not Included		
TOTAL			\$ 3,700.00

Grand Total **\$3,700.00**

**Full payment due 30 days after invoice.
Material prices subject to change until contract signed and accepted.**

By: _____

Dated this **22** day of **June** **2020**

The undersigned, buyer, hereby accepts the proposal.

Dated this day of

D. Quote from Downey Drilling in the amount of \$21,130 for repairs to Well No. 19 located in the north well field.



The City of
Columbus, Nebraska

PUBLIC WORKS DEPARTMENT
• Utility Billing • Water Production • Water/Sewer Utility • Wastewater •
Streets • MSW Transfer Station
Phone: 402-562-4260
Fax: 402-562-4265
www.columbusne.us

MEMORANDUM

DATE: July 28, 2020
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Well #19 Repair Quote

RECOMMENDATION: To accept the following attached sole source quote from Downey Drilling for the listed repairs to well #19 in the amount of \$21,130.00. The following well work is needed. Downing has done reliable and competitive priced well work in the past for the city and is available to do the work next week.

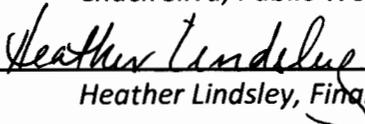
DISCUSSION: Well #19 is in need of repairs due to the low production pump rates as well as high manganese buildup and elevated test levels. This well is part of the north well field system. With the upcoming south tower interior painting scheduled for late August early September, this well will need to be at a 100% operation productivity to sustain and meet needed daily demands at time of project.

FISCAL IMPACT:

Funds for this repair will come from the budgeted Well Maintenance Fund.

SIGNATURE:

By: 
Chuck Sliva, Public Works Director

Approved By: 
Heather Lindsley, Finance Director

Approved By: _____
Tara Vasicek, City Administrator



CITY OF COLUMBUS

QUOTE SHEET FOR PURCHASES

DEPARTMENT: Public Works/Environmental Services - Water

CHARGE TO ACCOUNT NUMBER: 520-54420

DEPARTMENT HEAD APPROVAL: _____

Chuck Fluv

FINANCE DIRECTOR REVIEW: _____

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

CITY ADMINISTRATION APPROVAL: _____

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

.... Purchases between \$10,000 and \$20,000 need Council Approval, also.

Date: July 29, 2020 Time: A.M.

Vendor Name: DOWNEY DRILLING INC.

Vendor Employee Name: Dan Freese

Telephone: (308) 235-6755

QUOTE FOR: Well 19 Repairs

Quote Includes:	Item Totals
<u>Moblization</u>	\$ <u> </u>
<u>Labor and Chemical Treatment / # 2 Hypo</u>	\$ <u> </u>
<u>Sonar Jet Cleaning , two passes</u>	\$ <u> </u>
<u>Pull and re-install pump and test well</u>	\$ <u> </u>
_____	\$ <u> </u>
Grand Total	\$ <u>21,130.00</u>

Quote Excludes: _____

Delivery Date: ASAP Shipped By: _____

Shipped F.O.B. (Freight Paid) YES NO

Tax Excluded _____

City Employee Obtaining Quote: Jake Wacha

Sliva, Chuck

Subject: FW: Quotes for well #16 and #19

From: Wacha, Jake <Jake.Wacha@columbusne.us>

Sent: Tuesday, July 21, 2020 6:48 AM

To: Sliva, Chuck <sliva@columbusne.us>

Subject: FW: Quotes for well #16 and #19

From: Adam Messenger <amessenger@downeydrilling.com>

Sent: Monday, July 20, 2020 10:03 PM

To: Wacha, Jake <Jake.Wacha@columbusne.us>

Cc: Dan Freese <dfreese@downeydrilling.com>; Brent Downey <bdowney@downeydrilling.com>

Subject: Re: Quotes for well #16 and #19

Hi Jake,

We will honor the proposal for well #19 chemical treatment. This treatment is using the new process we talked about. As with any treatment I have estimated chemicals the well will require to be cleaned. I have cleaned this well several time before, and I think we have enough chemical Built into the cost. I will know more after the first treatment.

Well #16 quote is to remove the pump and inspect only. We would work with you on a mobilization charge if you can have both well down at once?

Well #1

I am keeping you guys on the schedule for well #1. As soon as we get the construction permit back from the state we will get there ASAP. I am hoping to have that well back In service within a couple weeks.

Thanks

Sent from my iPhone

Regards

Adam Messenger

DOWNEY DRILLING, INC.

PROPOSAL AND ACCEPTANCE

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

TO: City of Columbus

Address: Well #19

LEGAL:

1 MOBILIZATION AND PERDIUM		\$2,250
1 PULL PUMP		\$2,300
1 VIDEO WELL		\$500
2 SONAR JET 2 PASSES	\$1,000	2,000.00
1 CHEMICAL TREATMENT		\$10,630
1 TREATMENT #2 HYPO		\$1,150
1 LABOR TO SET PUMP		\$2,300

Quote

TOTAL		
NE SALES TAX ON NOT INCLUDED	\$	21,130.00
TOTAL	\$	21,130.00
	Grand Total	\$ 21,130.00

Full payment due 30 days after invoice.

Material prices subject to change until contract signed and accepted.

By: Adam Messenger

Dated this 1st ~~day of Feb~~ 7-20-20 2020

The undersigned, buyer, hereby accepts the proposa

Dated this 7-20-20 day of

- E. Quote from Mike's Auto Sales & Service in the amount of \$12,995 for administrative vehicle for Police Department.

**Columbus Police Department
Memorandum
For Record**

DATE: July 22, 2020

TO: City Administrator Tara Vasicek

FROM: Captain Douglas Molczyk

THROUGH: Chief Charles Sherer

SUBJECT: Admin Vehicle Purchase

RECOMMENDATION:

The Police Department would like to purchase a 2014 Buick SUV, with 40,733 miles from Mike's Auto Sales for \$12,995.

DISCUSSION:

The Columbus Police Department had budgeted to replace 2 admin vehicles for the Criminal Investigations Division this year. The Council approved one of the vehicles at the last council meeting. This vehicle is needed to replace 2012 KIA Sorrento, which has major engine problems requiring replacement of the engine.

Mikes Auto Sales has offered to sale us a 2014 Buick SUV with 40,733 miles for \$12,995. We will not be trading in any vehicle on this purchase. We will put the KIA on the City Auction.

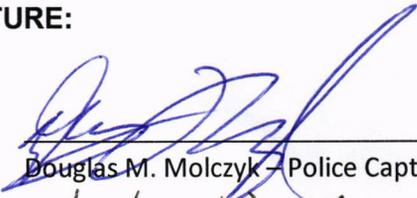
FISCAL IMPACT:

The vehicle purchase was part of the 2019-2020 budget and will be paid for by Sales Tax revenue. We budgeted \$15,000 for the purchase of this admin vehicle and came in under budget.

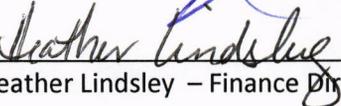
ALTERNATIVES:

Do not purchase the new admin vehicle and repair the KIA.

SIGNATURE:

By: 
Douglas M. Molczyk – Police Captain

Approved: 
Charles Sherer – Chief of Police

Approved: 
Heather Lindsley – Finance Director

Approved: 
Tara Vasicek – City Administrator

NEBRASKA VEHICLE PURCHASE CONTRACT

413107

COMPANY OR FIRM NAME	Mike's Auto	BUYER	C.P.D.
ADDRESS	1858 33rd Ln	ADDRESS	2419-14 St.
CITY	Clumbas NE 68601	CITY	Clumbas NE 68601
SALESMAN		PHONE	564-3207
		STATE AND ZIP CODE	S.S.#

MAKE	MODEL	NEW/USED	(SERIAL OR MOTOR NO.)	DATE
Buick			KL4EJFSB 559 326	7/22/20
YEAR	COLOR	TYPE	MILEAGE	STOCK NO.
2014	Red		40733	

ADDITIONAL EQUIPMENT-OPTIONS OR WORK TO BE DONE		CASH PRICE OF VEHICLE	
CASH PRICE OF VEHICLE	\$		12,995.00
FREIGHT		TOTAL CASH DELIVERED PRICE	12,995.00
COLOR & TRIM		TRADE ALLOWANCE (A)	
ACCESSORIES		TRADE ALLOWANCE (B)	
		DIFFERENCE	
		BALANCE OWED ON TRADE	
		PARTIAL PAYMENT	
		CASH ON DELIVERY	
		UNPAID BALANCE	

CREDIT DESIRED- YES NO

INSURANCE DESIRED- YES NO

(See contract conditions on reverse side)

RECORD OF TRADE-IN (A)			
MAKE & YEAR	TYPE	MODEL	COLOR
MILEAGE	SERIAL NO.		

RECORD OF TRADE-IN (B)			
MAKE & YEAR	TYPE	MODEL	COLOR
MILEAGE	SERIAL NO.		

BUYER'S CERTIFICATION

I hereby certify that:

(1) The face and reverse sides of this contract set forth all of the terms and conditions of the contract; there are no other contracts or provisions, oral or written, supplementary or in addition to the provisions expressly set forth in this contract; this contract cancels and supersedes all other understandings and agreements of the parties prior to the signing hereof and as of the date hereof, when signed by the dealer, comprises the complete agreement of the parties, AND

(2) I have read the terms and conditions of this contract and have received a true copy thereof; AND

(3) I guarantee that the title of my trade-in-vehicle(s) is not now and never has been a salvage and/or (branded) title. If a salvage and/or (branded) title is delivered, the selling dealer may elect to void this sale and/or elect to collect damages (including but not limited to dealer's expenses and lost profits) from me for the difference in value had my title not been salvage and/or (branded).

Signed

Notice to Buyer: Do not sign this instrument before you read it, or, if it contains blank spaces. You are entitled to a copy of the instrument you sign. Buyer states that the amounts shown on this instrument were quoted to him before he agreed to the sale.

CUSTOMER NOTE THAT THE VEHICLE IS BEING SOLD "AS IS" BY THE SELLING DEALER. SHOULD THE MANUFACTURER'S WARRANTY APPLY TO THIS VEHICLE, IT IS DIRECTLY OFFERED BY THE MANUFACTURER TO THE CUSTOMER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

CONTRACTUAL DISCLOSURE STATEMENT:
 The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

X _____ (Buyer's Signature)

X _____ (Buyer's Signature)

ACCEPTED BY X _____ (Dealer of his authorized representative)

F. Design and construction of parking lot at Glur Park.

The City of **Columbus**

MEMORANDUM

DATE: July 30, 2020
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Glur Park Parking Lot

RECOMMENDATION:

I recommend approval of the Engineering Department designing and having constructed this fiscal year a parking lot in Glur Park southeast of the restrooms/splash pad with access off of 26th Avenue.

DISCUSSION:

Due to pedestrian and traffic safety hazards, No Parking signs were placed on the south side of 30th Street adjacent to the restrooms and splash pad. A 9-stall parking lot to replace the lost stall count and to provide added security is recommended to be constructed southeast of the restrooms/splash pad and east of the shelter. The parking lot would also provide an ADA stall which the park complex does not have and is part of the ADA Transition Plan recommendation.

FISCAL IMPACT:

The estimated construction cost is \$37,000. Funds would be utilized from CIP 20-71 Citywide Paving Improvements and/or CIP 20-70 Subdivision and Miscellaneous.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: 

Approved By: Tara Vasicek

CITY OF COLUMBUS GLUR PARK



EXHIBIT "A"

G. Comments from mayor and city council members.

14. **RESOLUTIONS**

A. Resolution No. R20-78 adopting the Street Sign Standard, Installation, and Maintenance Policy.

RESOLUTION NO. R20- 78

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING THE STREET SIGN STANDARD, INSTALLATION, AND MAINTENANCE POLICY, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City’s Department of Public Works desires a street sign policy, the purpose of which is to confirm and formalize maintenance procedures and guidance for sign construction and replacement procedures; and

WHEREAS, the proposed Street Sign Standard, Installation, and Maintenance Policy has been reviewed by the Public Property, Safety, and Works Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Street Sign Standard, Installation, and Maintenance Policy, 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*

PUBLIC WORKS DEPARTMENT
Utility Billing • Water/Sewer Utility • Wastewater • MSW Transfer Station • Street
Director (402) 562-4260 Utility Billing (402) 562-4220

MEMORANDUM

DATE: July 8, 2020
TO: Tara Vasicek, City Administrator
FROM: Chuck Sliva, Public Works Director
SUBJECT: Street Sign Standard, Installation and Maintenance Policy

RECOMMENDATION:

Review and approve sign policy.

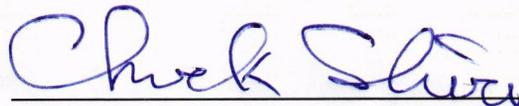
DISCUSSION:

Attached you will find the Street Sign Standard, Installation and Maintenance Policy. The purpose of this policy is to confirm and formalize maintenance procedures and guidance for new construction and replacement procedures.

FISCAL IMPACT:

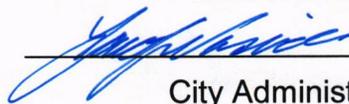
All sign related maintenance related costs are a budgeted line item.

RECOMMENDATION BY:



Public Works Director

APPROVED BY:



City Administrator



STREET SIGN STANDARD, INSTALLATION AND MAINTENANCE POLICY

City of Columbus, Nebraska

Roadway Sign Standard Installation, Inspection and Maintenance Policy

PURPOSE

The purpose of this policy is to formalize and document inspection and operational procedures to maximize the effectiveness of city roadway signs and balance maximum sign effectiveness, public safety, and aesthetic performance while maintaining fiscal responsibility. This policy will conform to the current NDOT & Manual on Uniform Traffic Control Devices, UTCD.

GOAL

The goal of this policy is to confirm and formalize public works inspection, inventory, and maintenance procedures with respect to city roadway signs and to balance maximum sign effectiveness, public safety, and aesthetic performance with fiscal responsibility.

All guide & information signs shall meet the below standard specifications at time of construction or replacement.

INTRODUCTION

- 1) There are five different types of roadway signs. These include:
 - a. Regulatory Signs
 - b. Warning Signs
 - c. Guide Signs
 - d. Miscellaneous Signs
 - e. Construction Signs (Generally temporary signs related to construction.)
- 2) There are currently 3335 permanent signs in Columbus, Nebraska.
- 3) Sign priority based on Function and Classification
 - a. Priority One: Regulatory Stop Signs - 658 Signs
Yield Signs
Crosswalk Pedestrian Speed Limit Signs
U Turns Signs, No Parking, Hourly Parking, etc.
 - b. Priority Two: Warning Signs - 2333 Signs
(Includes: Stop Ahead Signs, Deer Crossing, Curve Ahead Signs, Etc.)
 - c. Priority Three: Guide Information Signs - 444 Signs (Includes: Street Name Signs,
Miscellaneous Signs - Seat Belt Signs, Hospital Signs, Home Own Award Signs, Snow Routes, etc.)

STREET SIGN STANDARD SPECIFICATIONS

It shall be the responsibility of the developer to provide all materials and construction of the below minimum street marker signs.

Street Classification	Sign Specifications	Font Specifications	Example
Expressway, Highway, Major Arterial	Height:18 inches Back Illuminated	All Capitalized 12 inch	
Other Arterial	Height:12 inches	All Capitalized 8 inch	
Collectors & Residential	Height: 9"	6 inch	

INSPECTION AND INVENTORY

An inventory of all signs will be maintained by the City. This inventory will include a history of inspection and condition of the signs. All signs will be inspected on a rotational basis as follows:

Priority One - Once every 12 months

Priority Two - Once every 18 months

Priority Three - Once every 24 months

Sign Inspections will confirm that the sign is in place and will document the appearance, condition, and reflectivity (Via Reflectometer) of the sign as well as visibility of the sign with regard to obstructions (i.e.: trees that have grown in front of signs). Inspections will also be done during night time hours to check reflectivity.

The person or persons conducting the sign inspection shall be trained to carry out the required duties in conformance with the city inspection procedures and shall be competent to carry out sign inspections by the Public Works Director or his/her designee.

OTHER INSPECTIONS

PUBLIC CONCERNS

In addition to formal inspections, citizen concerns related to city roadway signs will be documented in the City's action form system and directed to the Public Works Director or a designee thereof. Safety related concerns will be investigated promptly. All concerns will be investigated in a timely manner as work force and workload permit.

CITY STAFF

In addition to formal inspections, City Staff shall inform the Public Works Director of any concerns related to City roadway signs. Safety related concerns will be investigated as promptly as is expedient and manpower is available. All concerns will be investigated in a timely manner, as work force and workload permit.

SIGN CLEANING

A weekly inspection of roadway signs on major arterial streets will be performed by Public Works Staff to monitor the accumulation of dirt, snow, or other visual impairment.

Based on these inspections, when the Public Works Director determines that the signs require cleaning because of accumulations of dirt or snow, a Cleaning Program will be initiated, as resources allow. Priority will be given to major arterials.

SIGN CONDITIONS

Signs are rated on appearance and reflectivity, and placed into one of the following four levels:

Level One - New

Level Two - Starting to fade and noticeable color change.

Level Three - Minor damage or very noticeable fading and color change.

Level Four - Damaged severely or badly faded and color almost gone.

ACTION

When signs reach Level Three, they are replaced as workload and budget restraints warrant. If there is a safety issue, then, at the discretion of the Public Works Director or designee, the sign will be replaced as soon as is reasonable based on the availability of work force.

A Sign Replacement Inventory shall be kept on hand to replace damaged or severely faded signs.

VISABILITY OF SIGNS

When the visibility of a sign is found to be impaired by other signs, trees, shrubs, etc.; so that the effectiveness of the sign is significantly reduced, the Public Works, Street Superintendent will dispatch City Crews to bring the sign back to a functional level, as work force and workload permit.

INTERPRETATION

The City of Columbus, Nebraska acknowledges that not all signs can be maintained in perfect condition due to fiscal and practical constraints. The timing of maintenance and inspection will be planned within the scope of this study at the discretion of the City Engineer or Public Works Director within the scope of the current operating budget, to balance safety and appearance.

- B. Resolution No. R20-79 approving an agreement with Bellefeuil, Szur & Associates, Inc. (BS&A) in the amount of \$65,475 for software license and service agreement.

RESOLUTION NO. R20- 79

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH BELLEFEUIL, SZUR & ASSOCIATES, INC. (BS&A), FOR A SOFTWARE LICENSE AND SERVICES AGREEMENT IN THE AMOUNT OF \$65,475, 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.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Agreement with BS&A for a Software License and Services Agreement in the amount of \$65,475, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved; and, the Mayor is hereby authorized, directed, and empowered to the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement that includes the attached Exhibits (hereinafter referred to as the "Agreement") is by and between Bellefeuil, Szur & Associates, Inc. (hereinafter referred to as "BSA"), a Michigan corporation, and the City of Columbus, a municipal corporation of the State of Nebraska (hereinafter referred to as "Customer").

WHEREAS, the effective the date of this Agreement is the date of the signature of the last Party to sign the Agreement (hereinafter referred to as "Effective Date").

WHEREAS, each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

WHEREAS, this Agreement sets the terms and conditions under which BSA will furnish certain licensed software and certain services described herein to Customer.

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION A – SOFTWARE LICENSE

1. License Grant.

- 1.1.** Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to install and use the BSA Software Products for Customer's internal business purposes only (and not, for example, as a data center, reseller, or service bureau for third parties), only on servers owned by Customer and located at Customer's facilities, and otherwise in accordance with this Agreement. "BSA Software Product(s)" means, the: (i) BSA software products set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members. Customer may make and keep (securely) one archival copy of each BSA Software Product solely for use as backup.
- 1.2.** Customer will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of the BSA. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.

2. **License Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the license granted herein, the software fees set forth in **Schedule 1 to Exhibit A.**

3. **Limited Software Warranty.**

3.1. BSA warrants and represents for a period of one (1) year from the complete installation of BSA Software Products that: (i) such BSA Software Product will perform substantially in the same manner as official demonstration versions and in accordance with BSA's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement; and (ii) the BSA Software Product shall conform to the Documentation and be free of material defects in workmanship and materials. Any claim under this Limited Software Warranty must be made within one (1) year from the complete installation of the applicable BSA Software Product. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use all reasonable efforts to repair or replace the non-conforming BSA Software Product(s) so as to render it conforming to the warranty, or in the event that is not possible to render it conforming with reasonable efforts, to receive a full refund of the amount(s) paid for the BSA Software Product(s).

3.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS, INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCT(S) CAN BE FOUND IN ORDER TO BE CORRECTED.

4. **Ownership of BSA Software Products/Proprietary Information.**

4.1. BSA shall retain ownership of, including all intellectual property rights in and to, the BSA Software Products. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purposes of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

SECTION B – PROFESSIONAL SERVICES

5. Professional Services. BSA shall provide the services (“Professional Services”) to Customer that are set forth in **Schedule 2 to Exhibit A**, for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. The Parties may enter into future Statements of Work, which shall become part of this Agreement.

6. Change Orders. If Customer requires the performance of professional services not covered by the existing Agreement, or requires a change to the existing Professional Services, Customer shall deliver to BSA’s Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it (“Change Order”). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plans; (ii) the timeframe for performance; and (iii) the estimated price for such performance. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and Go-Live Dates.

7. License and Ownership.

7.1. All rights, including all intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product or portion thereof shall be governed by Section A including Section 1.1 thereof.

7.2. Subject to Section 7.1 and Customer’s compliance with this Agreement (including payment in full), BSA grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to use the work product and the intellectual property rights therein for Customer’s internal business purposes only.

8. Cancellation. In the event Customer cancels or reschedules Professional Services, and without prejudice to BSA’s other rights and remedies, Customer is liable to BSA for: (i) all non-refundable expenses incurred by BSA on Customer’s behalf; and (ii) daily fees associated with the canceled Professional Services (in accordance with the daily fee rate of \$1,000 per trainer), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.

9. Limited Professional Services Warranty.

9.1. BSA warrants that its Professional Services will be performed in a professional and workmanlike manner. In the event of a breach of the foregoing warranty and a claim in accordance with the next sentence, BSA’s sole obligation and Customer’s exclusive remedy with respect to such claim will be to have BSA re-perform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA

within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made, or said claim shall be deemed waived.

- 9.2.** THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

SECTION C – MAINTENANCE AND SUPPORT

10. Maintenance and Support Generally.

- 10.1.** For a one-year period, commencing on the complete installation of the BSA Software Products, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support," meaning the following: (i) Modifications (such as patches, corrections, and updates) as are generally provided at no additional charge (beyond the cost of annual Maintenance and Support) by BSA to BSA customers; and (ii) technical support, as further described in Section 11, during BSA's normal business hours.
- 10.2.** Commencing one (1) year from the complete installation of the BSA Software Products, Maintenance and Support will be provided on an annual basis, subject to compliance with the terms of the Agreement and payment of the annual Maintenance and Support fees outlined in **Exhibit B**. Maintenance and Support will be renewed annually unless either Party notifies the other at least sixty (60) days prior to the anniversary of installation of its intent to terminate.
- 10.3.** BSA guarantees that the Maintenance and Support annual fee set forth in **Exhibit B** will not change for two (2) years from the date of the installation of the BSA Software Products. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers – U.S. City Average (the "Annual Renewal Fee").

11. Support.

- 11.1.** With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this section 11. Subject to Customer's compliance with the terms of the Agreement and purchase of Maintenance and Support, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation (i.e. those documentation that are provided with the software which describes the how the software is intended to operate) under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated

with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void.

11.2. Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include but not be limited to water, fire, wind, lightning, other natural calamities, transportation, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its agents; (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc.; and (vii) support of the BSA Software Products that have not incorporated current Modifications. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith.

11.3. Notwithstanding anything to the contrary, in order to maintain the integrity and proper operation of the Software, Customer agrees to use commercially reasonable efforts to implement, in the manner instructed by BSA, all Modifications in a timely manner. Customer's failure to implement any Modifications may limit or restrict the ability of Customer to implement future Modifications. Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercial reasonable judgment to determine if an Error exists.

11.4. Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA's system in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a connection to the Internet to facilitate BSA's remote access to BSA's system. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer.

SECTION D – GENERAL TERMS AND CONDITIONS

12. Customer Assistance. Customer acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Paragraph 26 below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission).

13. BSA Proprietary Information.

- 13.1.** Customer acknowledges that the information associated with or contained in the BSA Software Products and information used in the performance of Professional Services include trade secrets and other confidential and proprietary information of BSA (the "Proprietary Information").
- 13.2.** The Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.
- 13.3.** Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act or breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.
- 13.4.** If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order, an open records request, or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times, cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law. If BSA provides and information, documents, records, data, etc., which is by law deemed proprietary or confidential in nature, BSA shall appropriately notify Customer accordingly so that Customer may in turn withhold such confidential information.

14. Limitation on Liability and Damages. BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION, AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY

LIMITED TO DIRECT DAMAGES NOT IN EXCESS OF THE PURCHASE PRICE OF BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO THE CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

15. General Hold Harmless. To the extent of the limitations set forth elsewhere in the Agreement, BSA agrees to indemnify and hold Customer, its agents, and servants harmless from and against any claim, liability, loss, damage, cost, award, fine, judgment, or expense including reasonable attorney fees and legal expenses, with respect to or arising out of the negligent acts, errors, or omissions by BSA, its employee's, servants, agents, and/or representatives. Customer is solely responsible for its data, its database, and for maintaining suitable back-ups of the data and database to prevent data loss in the event of any hardware or software malfunction. Customer covenants and agrees to undertake all necessary measures to protect and secure its data, including implementation of technical, administrative and physical protections. BSA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DATA LOSS REGARDLESS OF THE REASONS FOR SAID LOSS. To the maximum extent authorized by law, Customer agrees to defend, indemnify and hold BSA harmless for any claim by any person or entity arising out of any loss or compromise of data or data security or arising out of Customer's breach of this Agreement.

16. Additional Disclaimer. SUPPLIER PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE. EXCEPT AS SET FORTH IN THIS AGREEMENT, SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.

17. Indemnification for Intellectual Property Infringement. If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) Customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to purchase Maintenance and Support Services. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense either procure the right for Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or

modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder).

18. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

19. Termination. Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement for the other Party's material breach upon failure to cure such breach after thirty (30) days' written notice identifying with specificity the nature of the breach. Upon termination of this Agreement: (a) Customer shall promptly pay all amounts payable to BSA for Services rendered up to the date of termination; and (b) Customer shall return or destroy, at the direction of the BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 1.2, 4.1, 7.1, 13 through 16, 18, 20 through 29, and the provisions of this Agreement, which by their nature extend beyond the termination of this Agreement, will survive termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.

20. Payment Terms. Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.

21. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Nebraska, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Platte, State of Nebraska, or in any court of the United States of America lying in the District of Nebraska.

22. Entire Agreement. This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.

23. Export. Customer will comply with all applicable laws, including applicable export control laws that prohibit export or diversion of certain products and technology to certain countries or individuals, including foreign nationals in the United States. Customer undertakes to determine any export licensing requirements and to comply with such obligations. The BSA Software Products are deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software-Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction

release, performance, display, or disclosure of BSA's Software Products by the U.S. Government shall be solely in accordance with the terms of this Agreement.

24. Severability. If any term or provision of this Agreement, or the application thereof, to any extent, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

25. Successors and Assigns. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.

26. Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

27. Notice. All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

If to BSA:

BSA Software
Attn: Contracts Manager
14965 Abbey Lane
Bath, MI 48808

Telephone: 517-641-8900

If to Customer:

City of Columbus
Attn: City Administrator
2424 14th Street
Columbus, NE 68602

Telephone No.: 402-562-4220

28. Independent Contractor. This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.

29. Contract Documents and Order of Precedence. The text of the Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:

Exhibit A – Payment Terms Generally

Schedule 1 to Exhibit A - License/Interface/Customization Fees

Schedule 2 to Exhibit A – Professional Services Fees

Exhibit B – Maintenance and Support Fees

Exhibit C – Support Call Process

30. Non-Waiver. The failure by either Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

31. Authorization. The Parties execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the Parties 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 Parties, with any law, regulation, or court order that is applicable to the parties in any way.

32. Full Integration. This agreement contains all of the covenants and agreements between said parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto

IN WITNESS WHEREOF, the Bellefeuil, Szur & Associates, Inc., has hereunto signed its name this ____ day of _____, 2020:

By: _____ (printed name)

(title)

IN WITNESS WHEREOF, the City of Columbus has hereunto signed its name this ____ day of _____, 2020:

By: James B. Bulkley, as Mayor of and
on behalf of the City of Columbus

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

Payment Terms

1. Customer shall pay BSA within forty-five (45) days of invoice. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received
2. Any amount not subject to good faith dispute and not paid within fifteen (15) days of the due date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. BSA shall invoice Customer \$10,250 upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.
4. BSA shall invoice Customer \$32,020 at start of On-Site Implementation and Training. Such amount equals BSA's software license fees as set forth in Schedule 1.
5. BSA shall invoice Customer \$23,205 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.
6. Customer shall be responsible for all taxes (including sales taxes) imposed as a result of any transaction associated with this Agreement, exclusive of taxes on BSA's net income.

Schedule 1 to Exhibit A

License Fees

Applications

Community Development

Building Department .NET	\$15,620
Field Inspection .NET	\$6,560

BS&A Online

Community Development <i>Permit Application Feature - Enables contractors and the general public to submit permit applications online (A fee of \$2/application is accumulated and billed to the municipality).</i>	\$9,840
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Subtotal **\$32,020**

Schedule 2 to Exhibit A
Professional Services Fees

Data Conversions/Database Setup

Database Setup:	
Building Department (per database)	\$3,000

No conversion or database setup to be performed for:
 Field Inspection

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	\$1,500
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Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$7,250

Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	1		\$1,000
Community Development Applications	Days:	12		\$12,000
	Total:	13	Subtotal	\$13,000

Travel Expenses **\$8,705**

EXHIBIT B

Maintenance and Support Fees

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

<hr/>	
Community Development	
Building Department .NET	\$3,125
Field Inspection .NET	\$1,310
<hr/>	
BS&A Online	
Building Department	\$1,970
<hr/>	
Total Annual Service Fees	\$6,405

EXHIBIT C

Support Call Process

BSA's standard hours for telephone support are from 8:30 a.m. to 6:00 p.m. (ET), Monday through Thursday and 8:30 a.m. to 5:00 p.m. Fridays, excluding holidays.

You can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of our applications (ii) our toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
 - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) day.
 - ii. Moderate.** Cases where an Error causes inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within our standard update cycle.
 - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not impede functionality in any significant way. These issues are assigned a priority level at our regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to quickly connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.

15. ORDINANCES ON FIRST READING

- A. Ordinance No. 20-14 amending Section 111.01 Chapter 111 of Title XI of Ordinance No. 05-47 (Columbus City Code) to increase the occupation tax rate on telephone companies from 3 percent to 5 percent.

ORDINANCE NO. 20- 14

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 111.01 OF CHAPTER 111 OF TITLE XI OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO INCREASE THE OCCUPATION TAX RATE ON TELEPHONE COMPANIES FROM THE SUM OF THREE PERCENT (3%) TO THE SUM OF FIVE PERCENT (5%); REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, Columbus City Code Section 111.01 contains provisions regarding the occupation tax that is levied and imposed on telephone companies within the City; and

WHEREAS, the occupation tax that is levied and collected on telephone companies is applied towards the City's General Fund which supports the operations of the City; and

WHEREAS, the occupation tax rate on telephone companies in Columbus has been the same for roughly twenty (20) years; and

WHEREAS, the occupation tax rates on telephone companies in many other Cities of the First Class in Nebraska are set at five percent (5%); and

WHEREAS, the City desires to increase its occupation tax rate on telephone companies from the sum of three percent (3%) to the sum of five percent (5%); and

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

Section 1. That Section 111.01 of Chapter 111 of Title XI of the Columbus City Code be amended and revised to read as follows:

§ 111.01 OCCUPATION TAX ON TELEPHONE.

(A) For the purpose of raising a revenue, there is hereby levied a license or occupation tax upon each and every occupation or business carried on within the corporate limits as hereinafter specified.

(B) The amount of the occupation tax levied and imposed on telephone companies shall be the sum of five percent (5%) of the gross receipts resulting

from the sales of communication services (including cell phone customers) within the corporate limits of the City. There shall be excepted from the provisions of this chapter all receipts from telephone service to the United States Government or any of its departments, and all receipts from the State or any of its departments, and no part or portion of the tax provided for in this chapter shall be levied upon or assessed against or taken from the United States Government, the Government of the State, or any of either of their departments. The payment of such occupation tax shall be upon the following terms and conditions:

(1) The payment of the occupation tax levied pursuant to this section shall be in quarterly payments, using the calendar quarter as a basis for determining and computing the quarterly amount of tax payable. Each quarter's payment shall be due 45 days after the termination of each calendar quarter.

(2) The occupation tax levied on such telephone companies shall be paid to the Finance Director at the time herein provided and the amount of payment shall be credited by the Finance Director to the General Fund.

(3) All telephone companies shall, at the time they make their payments of the occupation tax levied pursuant to the provisions hereof, file with the Finance Director a full, complete and detailed statement of the gross receipts subject to such occupation tax, which statement shall be duly verified and sworn to by the manager in charge of the business of the particular company in the City or by a higher managerial employee of such company.

(4) Each succeeding payment of the occupation tax levied pursuant to the provisions hereof may include any adjustment which is shown on the report provided for herein, which may be necessary for the consideration of uncollectibles or any other matters which may have resulted in either an excess or a deficiency in the amount of tax paid in any previous quarter.

(5) At all times during reasonable business hours, the City shall have the right to, through its officers, agents or representatives, the books and records of any telephone company for the purpose of verifying any report submitted pursuant to the provisions hereof.

Section 2. This Ordinance shall repeal all Ordinances or portions thereof and in conflict herewith.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet

form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City office.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

FINANCE DEPARTMENT

Office (402) 562-4231 • Fax (402) 563-1380

MEMORANDUM

DATE: July 9, 2020
TO: Tara Vasicek, City Administrator
FROM: Heather Lindsley, Finance Director
SUBJECT: Occupation Taxes

RECOMMENDATION: Staff recommends that telephone occupation tax be increased to 5%.

DISCUSSION: The City Cable Occupation Tax is currently 5% and the City telephone occupation tax is 3%. Both are General Fund revenues that support most of our operations. These rates have been the same for over 20 years. As you can see, from the attached survey, most cities use 5% for both taxes. Internet, cable and telephone technology has been merging, and if they were the same rate, it would not make any difference to the City if a company was a telephone company or a cable company.

FISCAL IMPACT: Attached is a spreadsheet listing the receipts from these taxes from 2011 through 2020. As you can see, the telephone tax revenue has been in a steady decline through the years. In fiscal year 2019, the City received about \$313,000 from the cable occupation tax, primarily from Charter. For the telephone occupation tax, we received a total of \$185,000 from over forty different telephone companies. The proposed change for telephone occupation taxes could result in up to \$123,000 more General Fund revenue.

ALTERNATIVES: Do not change the telephone rate.

CONCURRENCE:

SIGNATURE:

DEPARTMENT HEAD: Heather Lindsley

CITY ADMINISTRATOR APPROVAL: _____



City of Columbus
Cable and Telephone Occupation Taxes

Year	Telephone	Cable	
2011	360,874	288,008	
2012	351,867	296,412	
2013	327,330	296,652	
2014	308,370	288,030	
2015	273,375	280,369	
2016	228,097	270,664	
2017	206,615	277,732	
2018	195,730	297,762	
2019	184,602	312,928	
2020	130,025	224,936	As of 5/31/2020

Cable Occupation Tax

City	Tax	Notes
Fremont	3%/5%	3% gross revenues subscriber, 5% gross revenues non-subscriber
Lexington	5%	
Grand Island	5%	
North Platte	5%	
Columbus	5%	
Norfolk	5%	
Kearney	5%	Gross receipts tax from all sources within the city.
Beatrice	5%	
Papillion	5%	
Hastings	5%	

Telecommunication Occupation Tax

City	Tax	Notes
Fremont	4%	
Lexington	5%	
Grand Island	5%	An additional 2% was added effective 9/1/2016
North Platte	3%	
Columbus	3%	
Norfolk	3%	
Kearney	6.25%	Gross receipts tax on basic monthly charges for local exchange services.
Beatrice	5%	
Papillion	5%	
Hastings	5%	

- B. Ordinance No. 20-15 amending Ordinance No. 19-44 that established the Pay Plan for all classifications within the city by adding the job title Senior Office Associate II in Grade B10.

ORDINANCE NO. 20- 15

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING ORDINANCE NO. 19-44 THAT ESTABLISHED THE PAY PLAN FOR ALL CLASSIFICATIONS WITHIN THE CITY BY ADDING SENIOR OFFICE ASSOCIATE II TO GRADE B10.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, THAT the following salaries of officers and employees, pay plan for all classifications within the city, and hourly ranges for each individual classification be established:

2019-2020
PAY SCALE TABLE

<u>GRADE A5</u>	<u>\$12.02 – \$15.86</u>
Program Assistant	
<u>GRADE A7</u>	<u>\$12.89- \$17.00</u>
Lead Lifeguard /Program Coordinator	
Library Assistant	
<u>GRADE B2</u>	<u>\$14.95 - \$20.18</u>
Customer Service Account Clerk	
<u>GRADE B3</u>	<u>\$15.47 - \$20.91</u>
Area Transit Driver	
Library Assistant II	
Library Maintenance Worker	
Office Associate	
<u>GRADE B4</u>	<u>\$16.02 - \$21.61</u>
Area Transit Supervisor	
<u>GRADE B5</u>	<u>\$16.58 - \$22.37</u>
Customer Service Clerk	
Library Assistant III	
Office Associate II	
<u>GRADE B6</u>	<u>\$17.15 - \$23.18</u>
Account Clerk	
Communications Specialist (911 Dispatcher)	
Finance Account Clerk	
Library Assistant IV	
Pool/Water Park Maintenance Technician	

GRADE B7 \$17.75 – \$23.95
Account Clerk II/ Records Clerk II
Code Enforcement Technician
Community Service Technician
Customer Service Clerk II
Equipment Operator
Parks Maintenance Worker

GRADE B8 \$18.38– \$24.81
Administrative Assistant
Aquatics Supervisor
Equipment Operator II
Finance Account Clerk II
Golf Course Crew Leader
Head Cook
Senior Office Associate

GRADE B9 \$19.05 – \$25.70
Account Clerk III
Assistant City Clerk
Equipment Operator III

GRADE B10 \$19.74 – \$26.67
Engineering Aide
Lead Communications Specialist
Mechanic
Parks Crew Leader
Public Property Maintenance Mechanic
Senior Office Associate II
Street Dispatcher
Transfer Station Operator
Wastewater Treatment Facility Operator

GRADE B11 \$20.50 – \$27.66
Accounting Specialist
Water Production Operator
Water Utility Maintenance Worker

GRADE B12 \$21.25– \$28.70
Airport Manager
Engineering Administrative Specialist
Mechanic II

GRADE B13 \$22.03 - \$29.75
Aquatics Manager
Community Center Manager
Computer Technician

Librarian
Transfer Station Supervisor
Wastewater Treatment Facility Operator II
Wastewater Treatment Facility Laboratory Technician
Water Production Operator II

GRADE B14 \$22.85 – \$30.86

Cemetery Supervisor
Street Foreman
Water Utility Maintenance Worker II

GRADE B15 \$23.69 – \$31.99

Water Production Crew Leader
Water Utility Crew Leader

GRADE B16 \$24.57 – \$33.19

Building Inspector

GRADE B17 \$25.49 – \$34.41

GIS Supervisor

GRADE B18 \$26.44 – \$35.69

Computer/Network Technician
Engineering Project Manager

GRADE C2 \$27.96 – \$39.14

City Clerk
City Planner
Golf Course Superintendent
Parks Superintendent
Street Superintendent
Surveyor/Construction Observer

GRADE C3 \$29.50 – \$41.30

Library Director
Wastewater Treatment Facility Superintendent
Water Superintendent

GRADE C5 \$33.29 – \$46.62

Police Captain

GRADE C6 \$35.62 – \$49.89

Communications Director
Community Development Director
Fire Chief
Public Property Director

GRADE C7 \$38.30 – \$53.63
Human Resources Director
Police Chief

GRADE C8 \$41.56 - \$58.18
Public Works Director

GRADE C9 \$45.30 - \$63.42
City Engineer
Finance Director

OTHER POSITIONS

City Administrator	\$89.02 per hour
Prosecuting Attorney	\$3,022 per year through 3/15/20
Prosecuting Attorney	\$ TBD as per Resolution eff. 3/16/20
City Attorney	\$ 135 per hour
Assistant Fire Chief	\$15,557 per year
Fire Training & Safety Officer	\$15,557 per year
City Emergency Mgmt Director	\$ 8,459 per year
Mayor per Resolution R06-107	\$10,444 per year
Council per Resolution R06-107	\$ 6,392 per year

This ordinance shall repeal all ordinances or portions thereof in conflict herewith and shall be in full force and effect from and after the date of its passage and publication or posting as required by law. Publication shall be in pamphlet form as authorized by Section 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

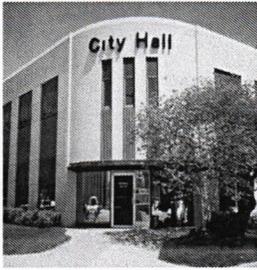
MAYOR

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: July 8, 2020
TO: Public Finance, Judiciary & Personnel Committee
FROM: Tara Vasicek, City Administrator *TVA*
RE: Creation of Senior Office Associate II Position

RECOMMENDATION:

Approve amended Pay Plan Ordinance with addition of Senior Office Associate II position.

DISCUSSION:

With the recent retirement of two employees who work in Community Development and Public Works, Department Heads and I have been working on a plan that would better serve the needs of the City and improve operations benefitting staff and the public. We are going to move toward on online permit and application management software. This will streamline and more efficiently manage several different types of permit and application processes we have including: building permits, planning processes such as platting and rezoning, right-of-way management permits, etc. BS&A has a program that we believe will work well and integrate with the finance software we now have in place. The Department Heads involved and I believe it would be best for one person to manage this new software, so we are going to present the following to the City Council as part of the budget process.

Creation of a 'Senior Office Associate II' position that would run the online permit management software. This will be an internal only job posting. If approved, the area previously used by animal control in the north part of the building will be used for this position. The position would be B10 on the Pay Plan.

- C. Ordinance No. 20-16 vacating the alley between 25 and 26 Avenues and 22 and 23 Streets (Block 16, Phillips 3rd Addition and Block 8, Pearsall's 2nd Addition).

ORDINANCE NO. 20- 16

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, VACATING THE ALLEY ADJOINING LOTS 1 THROUGH 4 OF BLOCK 8, PEARSALL'S 2ND SUBDIVISION AND LOTS 1 THROUGH 8, BLOCK 16, PHILLIPS 3RD ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; PROVIDING FOR THE RESERVATION OF EASEMENTS; PROVIDING FOR THE EFFECTIVE DATE HEREOF; AND THE REPEAL OF ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; AND TO PROVIDE THAT PUBLICATION SHALL BE IN PAMPHLET FORM AS AUTHORIZED BY §16-405 OF NEBRASKA REVISED STATUTES..

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Columbus, Nebraska:

Section 1. That the alley adjoining Lots 1 through 4 of Block 8, Pearsall's 2nd Subdivision and Lots 1 through 8 of Block 16, Phillips 3rd Addition to the City Columbus, Platte County, Nebraska (between 25th Avenue and 26th Avenue) be vacated, subject to the reservation set forth herein.

Section 2. That the City of Columbus reserves the statutory easements provided for in Neb. Rev. Stat. 16-611(4)(a) and (b) on all of the vacated alley adjoining Lots 1 through 4 of Block 8, Pearsall's 2nd Subdivision and Lots 1 through 8, Block 16, Phillips 3rd Addition all to the City of Columbus, Platte County, Nebraska, excepting therefrom a 6 ft. strip of land described as follows: beginning at the Southeast corner of said Lot 4, Block 16, Phillips 3rd Addition; thence Easterly 4.00 ft. on the North line of said Vacated Alley; thence Southerly 6.00 ft. perpendicular to the centerline of said Vacated Alley; thence Westerly 48.00 ft. parallel with the North line of said Vacated Alley; thence Northerly 6.00 ft. perpendicular to the North line of said Vacated Alley to the North line thereof; thence Easterly 44.00 ft. on the North line of said Vacated Alley to the point of beginning.

Section 3. This Ordinance shall take effect from and after the date of its passage and publication or posting as required by law.

Section 4. This Ordinance shall repeal all ordinances and resolutions or portions thereof which are conflict herewith and shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: July 30, 2020
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Alley Vacation Request, between 25th and 26th Avenues and 23rd and 22nd Streets, Block 16 of Phillips 3rd Addition and Block 8 of Pearsall's 2nd Addition

RECOMMENDATION:

I would recommend the approval of the Ordinance for the alley vacation request between 25th and 26th Avenues and 23rd and 22nd Streets, Block 16 of Phillips 3rd Addition and Block 8 of Pearsall's 2nd Addition at the time of start of proposed Arby Restaurant improvements as submitted by Panda, Inc.

The Public Property, Works & Safety Committee recommended approval at their January 13, 2020, meeting and the City Council approved the committee report at their January 20, 2020, meeting.

DISCUSSION:

A petition was received from the property owner who owns 354.12 abutting feet of the total approximately 530 abutting feet of the alley. The request was made to allow the property owner to revise the drive through, minor building addition, and addition of parking with stormwater detention. Upon vacation and proper filing in the Platte County courthouse, one half of the alley will be become owned by the adjacent property owner. A utility easement will be maintained at the same width and length as the alley minus the area for the proposed walk-in cooler.

The site work design plans and easement exhibit have been reviewed and meet the requirements of vacating the alley.

The delay in acting on the alley vacation was at Panda Inc.'s request.

FISCAL IMPACT:

The applicant will be responsible for all publications expenses, preparing of the above reference items, recording, and any other costs associated with the alley vacation transaction.

ALTERNATIVE:

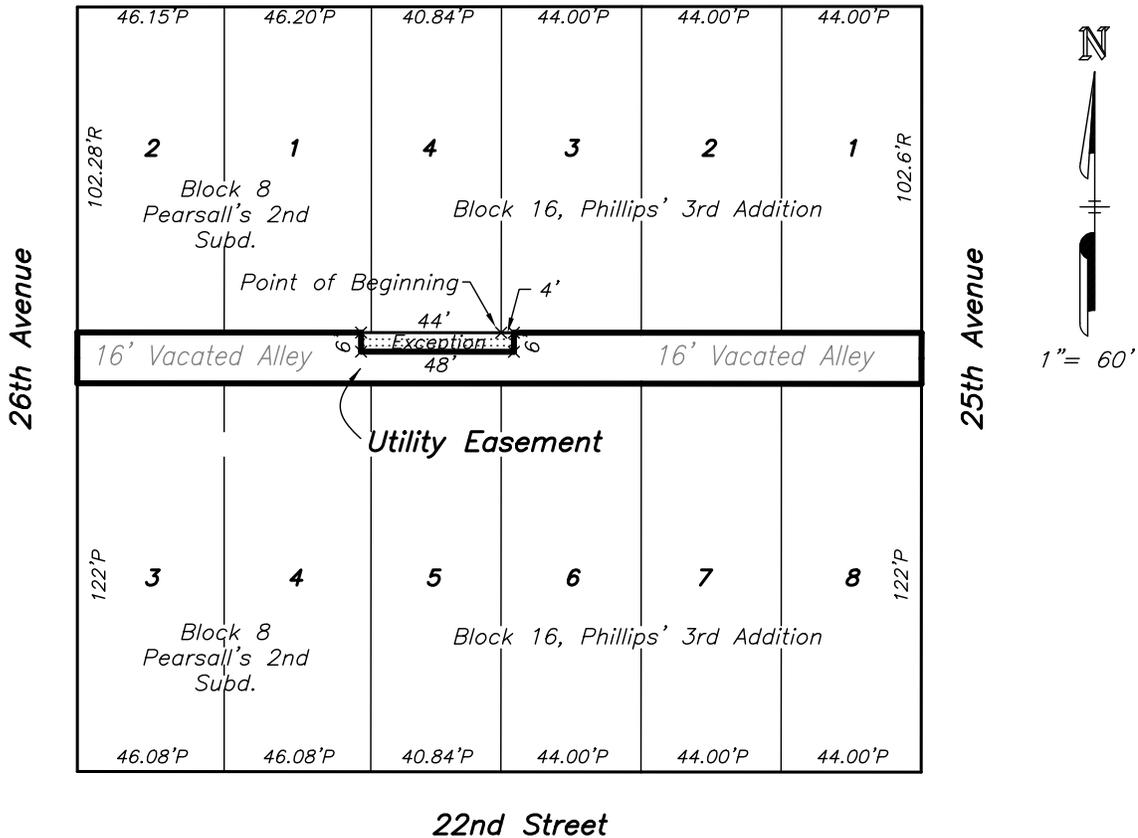
Do not approve. Maintaining alley would require a revision to Arby's site plans.

SIGNATURE:

By: Richard J. Bogus
Approved By: Tara Vasicek

UTILITY EASEMENT PLAT

23rd Street (Highway No. 30)



-Legend-

- R Recorded Measurement
- P Plat Measurement

Description Utility Easement:

The Vacated Alley adjoining Lots 1 thru 4 of Block 8, Pearsall's 2nd Subdivision and Lots 1 thru 8, Block 16, Phillip's 3rd Addition all to the City of Columbus, Platte County, Nebraska, excepting therefrom a 6 ft. strip of land described as follows: beginning at the Southeast corner of said Lot 4, Block 16, Phillip's 3rd Addition; thence Easterly 4.00 ft. on the North line of said Vacated Alley; thence Southerly 6.00 ft. perpendicular to the centerline of said Vacated Alley; thence Westerly 48.00 ft. parallel with the North line of said Vacated Alley; thence Northerly 6.00 ft. perpendicular to the North line of said Vacated Alley to the North line thereof; thence Easterly 44.00 ft. on the North line of said Vacated Alley to the point of beginning.

UTILITY EASEMENT PLAT CITY OF COLUMBUS PLATTE COUNTY, NEBRASKA			
TMT		07/28/2020	
DRAWN	SURVEYED	DATE	No. 1 Driftwood Drive - Columbus, NE 68601 Phone (402) 563-4589 - Fax (402) 563-3922

16. **ORDINANCES ON SECOND READING - None**
17. **ORDINANCES ON THIRD READING - None**
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda**
19. **UNFINISHED BUSINESS - None**
20. **ADJOURNMENT**