

City Council Regular Meeting  
Monday, November 2, 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**

**Distributed by the League of Nebraska Municipalities**



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 October 19, 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 October 19, 2020, at 7:08 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

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

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

**2. PRAYER:** Bahr led in prayer.

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

Vasicek referenced Consent Agenda Item 4B and noted that David Bell has moved outside of the city limits and no longer qualifies to serve on the Columbus Housing Authority. Item 4B-Reappointment of David Bell to Columbus Housing Authority for five-year term was removed from the Consent Agenda with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Item 4B was removed from the agenda with a motion by Bahr and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**4. CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda, with the exception of Item 4B, were approved as presented with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**4.A. Minutes of October 5, 2020, City Council meeting.**

- 4.B. Reappointment of David Bell to Columbus Housing Authority for five-year term.**
- 4.C. Resolution No. R20-107 approving Direct Homebuyer Assistance Program Guidelines for Community Development Block Grant 20-TFHP-17006.** Resolution No. R20-107 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE NEBRASKA AFFORDABLE HOUSING TRUST FUND (NAHTF) DIRECT HOMEBUYER ASSISTANCE (DHA) PROGRAM GUIDELINES FOR 20-TFHP-17006, COPIES OF WHICH ARE ATTACHED HERTO 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.
- 4.D. Resolution No. R20-108 authorizing payment of various improvement projects.** Resolution No. R20-108 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: Landscapes Unlimited, LLC - Quail Run Golf Course \$138,062.28.
- 4.E. Finance Department reports.**
- 4.F. Payroll and bills on file.** B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grants; R=Refund; S=Service & Supplies; T=Training  
10/30/20 Payroll \$527,555.30; A to Z Messaging 105.00 S; Ace Hardware 383.52 S; Ace Sanitation 78.00 S; Advance Auto Parts 340.02 S; Ag Spray Equip 3.46 S; AKRS Equip 479.71 S; AlphaMedia 1,850.00 S; Amazon 4,702.81 S; American Red Cross 76.00 T; Aqua-Chem 507.50 S,T; Aqua-Pure 35,139.83 S; Beard-Warren 200.00 S; Behlen Towing 630.00 S; Bibliotheca 6,222.93 S; Big Red Printing 63.95 S; Black Hills Energy 2,119.78 S; Blazer 300.00 S; BMI 364.00 S; BOKF NA 498,751.15 B; Bound Tree Medical 3,640.03 S; Brunkhorst Engine Machine 5,000.00 S; Bryan Rock Products 6,074.73 CP; Capital Business Systems 31.43 S; Carolina Software 200.00 S; Cat's Pro Mow 400.00 S; Ctr for Municipal Solutions 350.00 S; Ctr Point Large Print 178.56 S; Central Parts 654.82 S; Clark Creative 2,250.00 CP; Club Prophet 1,369.00 S; CNC Repair 700.39 S; Col Chamber 1,460.00 S; CCH 1,634.74 S; Col Custom Embroidery 146.00 S; Col Family Resource Ctr 9,129.00 S; Col Fraternal Order of Police 520.00 S; Col Plbg 551.60 S; Col Steel 140.40 S; Col Tarps 163.79 S; Col Tire 18.00 S; K Connell 26.68 E; Core & Main 15,952.96 S; Cornhusker Power 940.66 S; Culligan 985.55 S; Daktronics 6,465.00 S; DAS State Accounting 959.99 S; DPC Industries

1,247.25 S; DTN 774.00 S; D Dunbar 13,402.24 E,S; Eakes 409.34 S; Electrical Eng & Equip 429.72 S; George Engel 36.60 R; Enterprise Electric 25.20 S; Neptaly Escobar 300.00 R; Fastenal 21.90 S; FCCA 260.00 S; First National Bank 6,118.98 E,S; Frontier 2,813.29 S; Frontier Coop 577.50 S; Gale 215.95 S; Galls 438.34 S; Gehring Const 3,281.63 S; Steffy Ford 1,553.53 S; Glur's Tavern 2,775.00 G; Godfather's 111.87 S; GolfNow 175.00 S; Great Plains Comm 310.00 S; Great Plains Uniforms 4,696.00 S; Doug Gubbels 146.50 S; Hadley-Braithwait 76.90 S; J Harless 18.00 E; Hawkins 3,427.00 S; HDR 14,625.43 CP; Heartland Natural Gas 1,267.67 S; E Hernandez 16.44 E; Mark Howerter MD 616.00 S; Hy-Vee 307.24 S; Indoff 141.58 S; Ingram Library Services 500.23 S; Interstate Battery 150.23 S; Jackson Services 2,133.47 S; Kelly Supply 130.64 S; K Keyes 101.32 E; M Kratochvil 46.55 E; Lakeview Small Engine 2,409.18 S; Landscapes Unlimited 138,062.28 CP; Language Line 127.60 S; LARM 211.19 S; Lawson Products 60.40 S; Loup Power 89,799.25 S; MacQueen Equip 854.96 S; Mail Prep 4,493.84 S; Marco Tech 15,467.00 CP; Marley's Electric 1,116.15 S; Matheson-Linweld 24.30 S; Menards 830.80 S; Mid-American Research 237.00 S; MW Laboratories 769.60 S; MW Tape 208.92 S; Mike's Towing 810.00 S; NAPA 224.68 S; NE Dept of Environmental Quality 150.00 S; NE Harvestore Systems 29.94 S; NE Municipal Clerks' Assoc 90.00 S; Niemann's Port-A-Pot 40.00 S; NE Hawks Shop 105.00 T; NENEDD 1,702.00 G; NE NE Solid Waste Coalition 72,884.10 S; Occupational Health 1,600.00 S,T; OCLC 1,218.43 S; Officenet 385.55 S; Olson's Pest Tech 152.00 S; Omaha World Herald 570.75 S; One Call Concepts 322.90 S; One Source 939.00 S; O'Reilly 231.29 S; Overhead Door 1,059.00 S; R Pensick 28.75 E; Pete Lien 5,618.23 S; Petty Cash 150.00 E; Platte County 3,097.23 S; Platte County Ag 1,950.00 CP; Register of Deeds 316.00 S; Platte Valley Comm 889.83 CP; Pollard Water 1,349.00 S; Pomp's Tire 193.00 S; Port-A-Johns 225.00 S; Quadient 1,000.00 S; Reardon 98.98 S; Recreation Supply 115.90 S; Sahling Kenworth 59.76 S; Sapp Bros 9,405.64 S; M Sargent 17.36 E; T Schreiber 85.00 E; Shevlin Supply 241.64 S; Sipple Hansen Emerson Schumacher & Klutman 6,119.55 S; Stan Houston Equip 179.99 S; NE Dept of Revenue 68,663.35 S; State Treasurer of NE 1,656.28 S; Super Saver 20.51 S; Sysco 2,493.78 S; Telecommunication Systems 1,554.00 S; Filter Shop 492.89 S; Tire Outlet 343.00 S; TM Cleaning 200.00 S; Tractor Supply 153.76 S; TriTech 17,711.31 S; Truck Center 1,039.30 S; Turfwerks 359.25 S; Twin Rivers Vet 146.00 S; Ty's Outdoor Power 99.84 S; U & I Sanitation 119.50 S; Ultra Graphics 402.61 S; UPRR 979.76 CP; USA Blue Book 1,613.47 S; USDA, APHIS 1,011.30 S; Utilities Section, League of NE Municipalities 70.00 T; Utility Service 11,164.80 S; Value Line Publishing 3,940.00 S; Vander Haags 1,854.52 S; Verizon 3,094.37 S; Waste Connections 138.06 S; Wellness Partners 10.00 S; Wilke Landscape 9,999.50 S; Wilson & Co 11,874.59 CP; WSKF Architects 2,215.00 CP; Wunderlich's 95.91 S; Zee Medical 150.80 S. TOTAL \$1,715,490.26

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:**

- 6.A. **Proclamation declaring the week of November 1, 2020, as Extra Mile Day.** Bulkley declared the week of November 1, 2020, as Extra Mile Day.
- 6.B. **Presentation of Northeast Nebraska Economic Development District Outstanding Service Award to John Lohr.** Tom Higginbotham, Executive Director, and Tina Engelbart, Deputy Director, of Northeast Nebraska Economic Development District (NENEDD), presented John Lohr, outgoing board member, with the 2020 Outstanding Service Award. Higginbotham noted that Lohr, representing the City of Columbus, has served in multiple capacities on both the NENEDD and the Northeast Economic Development, Inc. (NED) Board of Directors, most currently as president of the NED board. Lohr commended NENEDD and NED for their work in providing millions of dollars in grants to northeast Nebraska over the years and said it has been a pleasure serving on these boards.
7. **PUBLIC HEARINGS:** None
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** Included in Consent Agenda
10. **REPORTS OF COUNCIL COMMITTEES:**
  - 10.A. **COMMITTEE OF THE WHOLE - October 19, 2020**
    - 10.A.1. **Request of Columbus Golf Association to discuss future of Van Berg Golf Course. (Board of Parks Commissioners voted to support the Columbus Golf Association's request that the city council keep Van Berg Golf Course in operation as a golf course for a period of five to ten years so the association can demonstrate the value of the course to the community.)** The Committee of the Whole recommended to the mayor and council to affirm that the property presently owned by the City of Columbus and known as Van Berg Golf Course is intended to remain in use as a golf course by the City of Columbus at least until after the City and the Columbus Golf Association have completed a joint evaluation of public golf in the city after Quail Run Golf Course is operational as an 18-hole venue and after the Van Berg Family Golf Learning Center is established for a period of time sufficient to measure its value to the community. Roth expressed opposition to the portion of the motion that states a joint evaluation by the City and the Columbus Golf Association will be completed. The report was adopted with a motion by Jablonski and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Schilling voted "Aye" and Roth voted "Nay".
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
  - 13.A. **South Mobility Study final report provided by HDR Engineering.** Vasicek noted that any recommendations included in the study will be included in

- discussions during budget planning sessions. The South Mobility Study was accepted with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.B. Appointment of Mark Bierman to the Board of Adjustment to fill the unexpired term of Ed Wagner.** Bahr read a brief resume and the mayor's appointment of Mark Bierman to the Board of Adjustment was ratified with a motion by Schilling and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.C. Appointment and swearing-in of Aaron Perez as Firefighter/EMT/Hazmat Tech.** Bahr read a brief resume and the mayor's appointment of Aaron Perez as Firefighter/EMT/Hazmat Tech was ratified with a motion by Hiemer and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Perez introduced his family and thanked the mayor for the appointment. Miller noted that Perez is the fifth appointment from the volunteer academy.
- 13.D. Comments from mayor and city council members.** Jablonski encouraged all citizens to contact the mayor or city administrator if they are interested in serving on a public committee. Bulkley referred to the four lives lost in a recent fire and urged everyone to inspect their homes for possible fire hazards. Bulkley also reminded everyone of the importance of wearing a mask in public as the COVID-19 cases increase.
- 14. RESOLUTIONS:** None
- 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 \$1,217.15. 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. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained from voting. The bill from ARL Credit Services was approved with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling

voted "Aye" and none voted "Nay". Jablonski abstained from voting.

**19. UNFINISHED BUSINESS:** None

**20. ADJOURNMENT:** The meeting adjourned at 7:33 p.m.

Presented and approved this 2 day of November, 2020.

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MAYOR

ATTEST:

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CITY CLERK

B. Payroll and bills on file.

| Vendor Code<br>Post Date | Vendor Name<br>Activity       | Inv/Check #    | Description                          | Invoice Amt | Check Amt |
|--------------------------|-------------------------------|----------------|--------------------------------------|-------------|-----------|
| 10512                    | 10 COUNTY TITLE & ESCROW INC. |                |                                      |             |           |
| 11/03/2020               | INVOICE                       | FILE NO. 10337 | UNION PACIFIC RAILROAD LAND PURCHASE | 63,744.00   |           |
|                          |                               |                | Total:                               | 63,744.00   |           |
|                          |                               |                | Net of 1 Invoices / 0 Checks         | 63,744.00   |           |
| 00116                    | ACE HARDWARE & GARDEN CNT     |                |                                      |             |           |
| 11/03/2020               | INVOICE                       | 172893/5       | GARDEN HOE HANDLE                    | 9.99        |           |
| 11/03/2020               | INVOICE                       | 172859/5       | TOOL BIN                             | 8.99        |           |
| 11/03/2020               | INVOICE                       | 172878/5       | PVC PIECES                           | 21.57       |           |
| 11/03/2020               | INVOICE                       | 172753/5       | BOWL CLEANER AND RUST REMOVER        | 39.47       |           |
| 11/03/2020               | INVOICE                       | 172746/5       | BLADE FOR HEDGE SHEAR                | 33.99       |           |
| 11/03/2020               | INVOICE                       | 172747/5       | FOAM SLEEVE FILTER                   | 7.48        |           |
| 11/03/2020               | INVOICE                       | 172777/5       | SNOWBLOWER MAINTENANCE               | 119.67      |           |
| 11/03/2020               | INVOICE                       | 172810/5       | SHOW SHOVEL, ICE MELT, TRASH BAGS    | 108.73      |           |
| 11/03/2020               | INVOICE                       | 172825/5       | FLIPUP BLACK HOOL TOOL               | 17.18       |           |
| 11/03/2020               | INVOICE                       | 172656/5       | BATTERIES                            | 56.15       |           |
| 11/03/2020               | INVOICE                       | 172632/5       | FILTER HOOK PEGS                     | 31.51       |           |
| 11/03/2020               | INVOICE                       | 172594/5       | MAINTENANCE SUPPLIES                 | 10.94       |           |
| 11/03/2020               | INVOICE                       | 172595/5       | U-BOLT-CEMETERY-12AV VIAD            | 23.94       |           |
| 11/03/2020               | INVOICE                       | 172612/5       | BROOM, DUSTPAN, SCRUB BRUSHES        | 19.16       |           |
| 11/03/2020               | INVOICE                       | 172614/5       | BATTERIES                            | 27.98       |           |
| 11/03/2020               | INVOICE                       | 172616/5       | DUCT TAPE                            | 5.99        |           |
| 11/03/2020               | INVOICE                       | 172626/5       | PAINTBRUSH                           | 3.99        |           |
| 11/03/2020               | INVOICE                       | 172631/5       | PAINT BRUSH                          | 7.48        |           |
| 11/03/2020               | INVOICE                       | 172710/5       | ANIT-FREEZE, WRENCH                  | 85.95       |           |
| 11/03/2020               | INVOICE                       | 172725/5       | PICTURE HANGER, SPRAY PAINT,         | 10.38       |           |
| 11/03/2020               | INVOICE                       | 172736/5       | METAL POLISH                         | 6.99        |           |
|                          |                               |                | Total:                               | 657.53      |           |
|                          |                               |                | Net of 21 Invoices / 0 Checks        | 657.53      |           |
| 00180                    | ADVANCE AUTO PARTS            |                |                                      |             |           |
| 11/03/2020               | INVOICE                       | 5606029365834  | FIBERGLASS RESIN FOR BRINE MAKER     | 13.64       |           |
| 11/03/2020               | INVOICE                       | 5606029389910  | UNIV JOINT, BALL JOINTS - OLD #7     | 193.90      |           |
| 11/03/2020               | INVOICE                       | 5606026289344  | CREDIT-ALTERNATOR, CORES             | (233.71)    |           |
| 11/03/2020               | INVOICE                       | 5606029089864  | CREDIT-NITRILE GLOVES                | (18.47)     |           |
| 11/03/2020               | INVOICE                       | 5606029065796  | CREDIT-FLOOR LINERS-BILLING ERROR    | (255.94)    |           |
| 11/03/2020               | INVOICE                       | 5606028965765  | 15W-40 HD FLEET OIL 5 GAL-UNIT 20    | 114.06      |           |
| 11/03/2020               | INVOICE                       | 5606028843073  | GRAFFITI REMOVER                     | 10.11       |           |
| 11/03/2020               | INVOICE                       | 5606028689751  | AC SWITCH-UNIT 28                    | 7.37        |           |
| 11/03/2020               | INVOICE                       | 5606028965751  | (12) GRAFFITI REMOVER                | 121.32      |           |
| 11/03/2020               | INVOICE                       | 5606029565863  | TRACK BAR BUSHING - OLD 7            | 12.94       |           |
| 11/03/2020               | INVOICE                       | 560602952865   | TIEDOWN                              | 26.39       |           |
| 11/03/2020               | INVOICE                       | 5606029665897  | SUPREME SHINE                        | 31.24       |           |
| 11/03/2020               | INVOICE                       | 5606030165979  | UNIVERSAL RELAY                      | 6.29        |           |
|                          |                               |                | Total:                               | 29.14       |           |
|                          |                               |                | Net of 13 Invoices / 0 Checks        | 29.14       |           |
| 00102                    | AG SPRAY EQUIPMENT            |                |                                      |             |           |
| 11/03/2020               | INVOICE                       | 316942         | SUPPLIES                             | 370.06      |           |
|                          |                               |                | Total:                               | 370.06      |           |
|                          |                               |                | Net of 1 Invoices / 0 Checks         | 370.06      |           |
| 00148                    | ALARM CENTER INC.             |                |                                      |             |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity            | Inv/Check #   | Description                                  | Invoice Amt | Check Amt |
|--------------------------|------------------------------------|---------------|--|-------------|-----------|
| 11/03/2020               | INVOICE                            | 102120GOLF    | SERVICE CALL /REPAIR 2 DOOR SWITCHES         | 45.00       |           |
|                          |                                    |               | Total:                                       | 45.00       |           |
|                          |                                    |               | Net of 1 Invoices / 0 Checks                 | 45.00       |           |
| 00559<br>11/03/2020      | ALTEC INDUSTRIES INC<br>INVOICE    | 50664696      | FILTER, PM INSPECTION, DIELECTRIC TEST, LAB  | 1,195.34    |           |
|                          |                                    |               | Total:                                       | 1,195.34    |           |
|                          |                                    |               | Net of 1 Invoices / 0 Checks                 | 1,195.34    |           |
| 01189<br>11/03/2020      | AMERICAN RED CROSS<br>INVOICE      | 22304333      | LG/WP SKILLS, WTR SAFETY INSTR-BL            | 75.00       |           |
|                          |                                    |               | Total:                                       | 75.00       |           |
|                          |                                    |               | Net of 1 Invoices / 0 Checks                 | 75.00       |           |
| 00278<br>11/03/2020      | AWARDS & ENGRAVING<br>INVOICE      | 6952          | RETIREMENT PLAQUES/CERTIFICATES              | 259.00      |           |
|                          |                                    |               | Total:                                       | 259.00      |           |
|                          |                                    |               | Net of 1 Invoices / 0 Checks                 | 259.00      |           |
| 02344<br>11/03/2020      | BAIRD HOLM LLP<br>INVOICE          | 255055        | LEGAL SERVICES/POLICE PENSION PLAN           | 73.00       |           |
|                          |                                    |               | Total:                                       | 73.00       |           |
|                          |                                    |               | Net of 1 Invoices / 0 Checks                 | 73.00       |           |
| 03124<br>11/03/2020      | BEARD-WARREN HEATING &<br>INVOICE  | 071466        | ELBOWS, PIPE, PIPE PLUG                      | 71.29       |           |
|                          |                                    |               | Total:                                       | 71.29       |           |
|                          |                                    |               | Net of 1 Invoices / 0 Checks                 | 71.29       |           |
| 10504<br>11/03/2020      | BEHLE, JAMES<br>INVOICE            | 102220CEM     | SELL BACK SPACES-ROSELAWN H70 SP3, H71 SP1   | 400.00      |           |
|                          |                                    |               | Total:                                       | 400.00      |           |
|                          |                                    |               | Net of 1 Invoices / 0 Checks                 | 400.00      |           |
| 10435<br>11/03/2020      | BEST VERSION MEDIA, LLC<br>INVOICE | 217771-202012 | DECEMBER AD MANAGEMENT                       | 152.00      |           |
|                          |                                    |               | Total:                                       | 152.00      |           |
|                          |                                    |               | Net of 1 Invoices / 0 Checks                 | 152.00      |           |
| 10505<br>11/03/2020      | BINDER LIFT LLC<br>INVOICE         | 20450         | 2 PATIENT LIFT ASSIST DEVICES                | 1,343.30    |           |
|                          |                                    |               | Total:                                       | 1,343.30    |           |
|                          |                                    |               | Net of 1 Invoices / 0 Checks                 | 1,343.30    |           |
| 00337<br>11/03/2020      | BOMGAARS<br>INVOICE                | 35679356      | CONDUIT ELBOWS, PRESSURE CAP, PVC CEMENT, PI | 17.75       |           |
| 11/03/2020               | INVOICE                            | 35695475      | BOLTS, WD-40, ROD                            | 10.13       |           |

| Vendor Code<br>Post Date     | Vendor Name<br>Activity        | Inv/Check #     | Description                                   | Invoice Amt | Check Amt |
|------------------------------|--------------------------------|-----------------|---|-------------|-----------|
| 11/03/2020                   | INVOICE                        | 35687662        | HI TEMP GREASE                                | 59.80       |           |
| 11/03/2020                   | INVOICE                        | 35687739        | DEER/RABBIT FENCE REPELLENT                   | 38.99       |           |
| 11/03/2020                   | INVOICE                        | 35695292        | GALVANIZED #9 WIRE                            | 17.99       |           |
| 11/03/2020                   | INVOICE                        | 35693268        | BULK BOLTS, FASTENERS                         | 88.26       |           |
| 11/03/2020                   | INVOICE                        | 35695294        | STRAP HINGES, BOLT HOOK-CEMETERY/12AV VIAD    | 62.95       |           |
| 11/03/2020                   | INVOICE                        | 35658350        | KEYING ERROR ON INVOICE ENTRY-BALANCE DUE     | 0.03        |           |
| 11/03/2020                   | INVOICE                        | 35689444        | 3 PC YELLOW RAINUIT                           | 19.99       |           |
| Total:                       |                                |                 |   | 315.89      |           |
| Net of 9 Invoices / 0 Checks |                                |                 |   | 315.89      |           |
| 00240                        | BOUND TREE MEDICAL LLC         |                 |   |             |           |
| 11/03/2020                   | INVOICE                        | 83816127        | ADULT MASK WITH VENT, TUBING                  | 143.00      |           |
| 11/03/2020                   | INVOICE                        | 83814071        | MULTI-FUNCTION DEFIB PADS                     | 764.02      |           |
| 11/03/2020                   | INVOICE                        | 83814070        | ADULT MASK W TUBING, NASAL CANNULA, SHARTS (  | 68.95       |           |
| 11/03/2020                   | INVOICE                        | CM 70297812     | RETURN CREDIT/3 OXYGEN ADAPTERS               | (40.17)     |           |
| 11/03/2020                   | INVOICE                        | 83825173        | SOFT STRETCHER                                | 174.90      |           |
| Total:                       |                                |                 |   | 1,110.70    |           |
| Net of 5 Invoices / 0 Checks |                                |                 |   | 1,110.70    |           |
| 00091                        | CAROLINA SOFTWARE              |                 |   |             |           |
| 11/03/2020                   | INVOICE                        | 77496           | WASTEWORX LASER TICKETS                       | 605.95      |           |
| Total:                       |                                |                 |   | 605.95      |           |
| Net of 1 Invoices / 0 Checks |                                |                 |   | 605.95      |           |
| 02551                        | CENTER FOR MUNICIPAL SOLUTIONS |                 |   |             |           |
| 11/03/2020                   | INVOICE                        | 44554-009       | NE ATT 1314 17TH ST                           | 600.00      |           |
| 11/03/2020                   | INVOICE                        | 75842-009       | BEAT 1868 E 29TH AVE                          | 400.00      |           |
| 11/03/2020                   | INVOICE                        | 68894-010       | NE ATT 2453 39TH ST                           | 50.00       |           |
| 11/03/2020                   | INVOICE                        | 33752-009 FINAL | NE ATT 3028 10TH ST                           | 450.00      |           |
| 11/03/2020                   | INVOICE                        | 17745-009       | NE ATT 5426 29TH ST                           | 400.00      |           |
| Total:                       |                                |                 |   | 1,900.00    |           |
| Net of 5 Invoices / 0 Checks |                                |                 |   | 1,900.00    |           |
| 03136                        | CENTRAL COMMUNITY COLLEGE      |                 |   |             |           |
| 11/03/2020                   | INVOICE                        | 001777757       | BACKFLOW RECERT-JANSSSEN, ZAKREWSKI, STOCKWE: | 425.00      |           |
| 11/03/2020                   | INVOICE                        | 001777759       | BACKFLOW RECERT-C SLIVA - PO#TC2020           | 85.00       |           |
| Total:                       |                                |                 |   | 510.00      |           |
| Net of 2 Invoices / 0 Checks |                                |                 |   | 510.00      |           |
| 03137                        | CENTRAL PARTS & MACHINE        |                 |   |             |           |
| 11/03/2020                   | INVOICE                        | 2827 001-415980 | SUPPLIES (PA5275, PA5274)                     | 624.30      |           |
| 11/03/2020                   | INVOICE                        | 2875 001-416523 | FUSE  | 11.92       |           |
| 11/03/2020                   | INVOICE                        | 2875 001-416555 | WIRE/CABLE                                    | 37.04       |           |
| 11/03/2020                   | INVOICE                        | 2775 001-416328 | ANTI-FREEZE                                   | 52.56       |           |
| Total:                       |                                |                 |   | 725.82      |           |
| Net of 4 Invoices / 0 Checks |                                |                 |   | 725.82      |           |
| 03138                        | CENTRAL SAND & GRAVEL CO       |                 |   |             |           |
| 11/03/2020                   | INVOICE                        | 195199          | BLACK DIRT                                    | 295.08      |           |

| Vendor Code<br>Post Date                        | Vendor Name<br>Activity  | Inv/Check #              | Description   | Invoice Amt             | Check Amt |
|---|--|--------------------------|---|-------------------------|-----------|
|   |  |                          | Total:  | 295.08                  |           |
|   |  |                          | Net of 1 Invoices / 0 Checks  | 295.08                  |           |
| 03141<br>11/03/2020                             | COLUMBUS COMMUNITY HOSPITAL<br>INVOICE                           | 100920FIRE               | MEDICAL SUPPLIES / PHARMACY   | 718.54                  |           |
|   |  |                          | Total:  | 718.54                  |           |
|   |  |                          | Net of 1 Invoices / 0 Checks  | 718.54                  |           |
| 00036<br>11/03/2020<br>11/03/2020               | COLUMBUS CUSTOM EMBROIDERY<br>INVOICE<br>INVOICE                 | E36019<br>E36106         | POLOS-CONNELL<br>SERVICE AWARD  | 50.00<br>40.00          |           |
|   |  |                          | Total:  | 90.00                   |           |
|   |  |                          | Net of 2 Invoices / 0 Checks  | 90.00                   |           |
| 03142<br>11/03/2020                             | COLUMBUS STEEL SUPPLY<br>INVOICE                                 | 138534                   | SQ TUBING   | 101.51                  |           |
|   |  |                          | Total:  | 101.51                  |           |
|   |  |                          | Net of 1 Invoices / 0 Checks  | 101.51                  |           |
| 03143<br>11/03/2020                             | COLUMBUS TIRE & SERVICE<br>INVOICE                               | 1-11898                  | TIRE REPAIR UNIT 179  | 22.50                   |           |
|   |  |                          | Total:  | 22.50                   |           |
|   |  |                          | Net of 1 Invoices / 0 Checks  | 22.50                   |           |
| 01250<br>11/03/2020<br>11/03/2020               | COMMONWEALTH ELECTRIC COMPANY<br>INVOICE<br>INVOICE              | 57065<br>57064           | LOCATE, MARK UNDERGRND CONDUIT-BRADSHAW PK<br>REPLACE OLD BALLASTS AND LIGHTS | 247.70<br>219.00        |           |
|   |  |                          | Total:  | 466.70                  |           |
|   |  |                          | Net of 2 Invoices / 0 Checks  | 466.70                  |           |
| 03145<br>11/03/2020<br>11/03/2020<br>11/03/2020 | COMMUNITY INTERNET SYSTEMS INC.<br>INVOICE<br>INVOICE<br>INVOICE | COLU1<br>SSFIRE<br>COLU2 | INTERNET SERVICE<br>INTERNET SERVICE<br>INTERNET SERVICE                      | 15.00<br>15.00<br>15.00 |           |
|   |  |                          | Total:  | 45.00                   |           |
|   |  |                          | Net of 3 Invoices / 0 Checks  | 45.00                   |           |
| 02718<br>11/03/2020                             | CORE & MAIN LP<br>INVOICE  | N178979                  | 102 WS SEAL KIT   | 184.95                  |           |
|   |  |                          | Total:  | 184.95                  |           |
|   |  |                          | Net of 1 Invoices / 0 Checks  | 184.95                  |           |
| MISC<br>11/03/2020                              | DANIELS ALAN<br>INVOICE  | 10/26/2020               | UB refund for account: 100-10970-00   | 21.60                   |           |
|   |  |                          | Total:  | 21.60                   |           |
|   |  |                          | Net of 1 Invoices / 0 Checks  | 21.60                   |           |
| 03279   | DAS STATE ACCOUNTING   |                          |   |                         |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity  | Inv/Check #        | Description                             | Invoice Amt | Check Amt |
|--------------------------|--------------------------|--------------------|---|-------------|-----------|
| 11/03/2020               | INVOICE                  | 1241442            | MONTHLY NETWORK CHARGES--OCTOBER        | 256.00      |           |
| 11/03/2020               | INVOICE                  | 1241492            | MONTHLY NETWORK CHARGES                 | 959.00      |           |
|                          |                          |                    | Total:                                  | 1,215.00    |           |
|                          |                          |                    | Net of 2 Invoices / 0 Checks            | 1,215.00    |           |
| 00623                    | DOHMEN GARAGE DOOR INC   |                    |   |             |           |
| 11/03/2020               | INVOICE                  | 4883               | LABOR FOR DOOR REPAIR                   | 180.00      |           |
|                          |                          |                    | Total:                                  | 180.00      |           |
|                          |                          |                    | Net of 1 Invoices / 0 Checks            | 180.00      |           |
| 00191                    | ELECTRIC PUMP INC        |                    |   |             |           |
| 11/03/2020               | INVOICE                  | 0889278-IN         | PURE AIR FILTRATION MEDIA/CU FT         | 3,130.99    |           |
|                          |                          |                    | Total:                                  | 3,130.99    |           |
|                          |                          |                    | Net of 1 Invoices / 0 Checks            | 3,130.99    |           |
| 03161                    | ELECTRICAL ENGINEERING & |                    |   |             |           |
| 11/03/2020               | INVOICE                  | 6932301-00         | 40A 120V SPST T-SW N                    | 66.54       |           |
| 11/03/2020               | INVOICE                  | 6933710-00         | MVR400/VBUED28PA                        | 561.75      |           |
| 11/03/2020               | INVOICE                  | 6924167-00         | LED PHOTO CONTROLS                      | 35.14       |           |
|                          |                          |                    | Total:                                  | 663.43      |           |
|                          |                          |                    | Net of 3 Invoices / 0 Checks            | 663.43      |           |
| 03165                    | FASTENAL COMPANY         |                    |   |             |           |
| 11/03/2020               | INVOICE                  | NECOL227926        | IC WB CAUTION BLU 170Z                  | 36.34       |           |
|                          |                          |                    | Total:                                  | 36.34       |           |
|                          |                          |                    | Net of 1 Invoices / 0 Checks            | 36.34       |           |
| 00169                    | FRONTIER                 |                    |   |             |           |
| 11/03/2020               | INVOICE                  | 402-563-1016-02208 | ELEVATOR PHONE 10/13/20 - 11/12/20      | 82.06       |           |
|                          |                          |                    | Total:                                  | 82.06       |           |
|                          |                          |                    | Net of 1 Invoices / 0 Checks            | 82.06       |           |
| 03172                    | GALLS LLC                |                    |   |             |           |
| 11/03/2020               | INVOICE                  | 016674865          | UNIFORM SUPPLIES-B WHITE                | 411.89      |           |
|                          |                          |                    | Total:                                  | 411.89      |           |
|                          |                          |                    | Net of 1 Invoices / 0 Checks            | 411.89      |           |
| 03174                    | GEHRING CONSTRUCTION &   |                    |   |             |           |
| 11/03/2020               | INVOICE                  | 51182              | 11ST AND 15TH AVE                       | 645.00      |           |
|                          |                          |                    | Total:                                  | 645.00      |           |
|                          |                          |                    | Net of 1 Invoices / 0 Checks            | 645.00      |           |
| 00303                    | GENE STEFFY FORD         |                    |   |             |           |
| 11/03/2020               | INVOICE                  | 171995             | SUSPENSION-LIFT MAINT-BUS 218-VIN 78666 | 230.00      |           |
|                          |                          |                    | Total:                                  | 230.00      |           |
|                          |                          |                    | Net of 1 Invoices / 0 Checks            | 230.00      |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity                   | Inv/Check #      | Description                            | Invoice Amt | Check Amt |
|--------------------------|---|------------------|--|-------------|-----------|
| 03178<br>11/03/2020      | GERHOLD CONCRETE COMPANY<br>INVOICE       | 198985           | READY MIX                              | 853.90      |           |
|                          |   |                  | Total:                                 | 853.90      |           |
|                          |   |                  | Net of 1 Invoices / 0 Checks           | 853.90      |           |
| 01987<br>11/03/2020      | GLUR'S TAVERN<br>INVOICE                  | 19-DTR-101 DD10A | 19-DTR-101 DRAWDOWN #10A               | 507.15      |           |
|                          |   |                  | Total:                                 | 507.15      |           |
|                          |   |                  | Net of 1 Invoices / 0 Checks           | 507.15      |           |
| 10401<br>11/03/2020      | GOLFNOW<br>INVOICE                        | INV00012935      | WEBSITE/EMAIL HOSTING-MAY 2020         | 175.00      |           |
| 11/03/2020               | INVOICE                                   | INV00016063      | WEBSITE/EMIAL HOSTING - JUNE 2020      | 175.00      |           |
| 11/03/2020               | INVOICE                                   | INV00020565      | WEBSITE/EMAIL HOSTING - JULY 2020      | 175.00      |           |
| 11/03/2020               | INVOICE                                   | INV00022340      | WEBSITE/EMAIL HOSTING - AUGUST 2020    | 175.00      |           |
| 11/03/2020               | INVOICE                                   | INV00024198      | WEBSITE/EMAIL HOSTING - SEPTEMBER 2020 | 175.00      |           |
|                          |   |                  | Total:                                 | 875.00      |           |
|                          |   |                  | Net of 5 Invoices / 0 Checks           | 875.00      |           |
| 02075<br>11/03/2020      | GREAT PLAINS COMMUNICATIONS<br>INVOICE    | 139461           | PHONE CHARGES 10/16-11/15/20           | 1,582.61    |           |
|                          |   |                  | Total:                                 | 1,582.61    |           |
|                          |   |                  | Net of 1 Invoices / 0 Checks           | 1,582.61    |           |
| 03183<br>11/03/2020      | HADLEY-BRAITHWAIT COMPANY<br>INVOICE      | 221330           | TOWELS                                 | 83.90       |           |
| 11/03/2020               | INVOICE                                   | 221199           | PAPER TOWELS                           | 83.90       |           |
|                          |   |                  | Total:                                 | 167.80      |           |
|                          |   |                  | Net of 2 Invoices / 0 Checks           | 167.80      |           |
| 00272<br>11/03/2020      | HAWKINS INC<br>INVOICE                    | 4816934          | CHEMICALS                              | 3,000.23    |           |
| 11/03/2020               | INVOICE                                   | 4817730          | CHEMICALS                              | 1,065.62    |           |
|                          |   |                  | Total:                                 | 4,065.85    |           |
|                          |   |                  | Net of 2 Invoices / 0 Checks           | 4,065.85    |           |
| 10349<br>11/03/2020      | HOME 360 FLOORING & HOME DECOR<br>INVOICE | 15721            | LAMINATE COUNTER TOPS                  | 1,528.56    |           |
|                          |   |                  | Total:                                 | 1,528.56    |           |
|                          |   |                  | Net of 1 Invoices / 0 Checks           | 1,528.56    |           |
| 00150<br>11/03/2020      | HOMETOWN LEASING<br>INVOICE               | 029              | COPIER LEASE                           | 177.97      |           |
|                          |   |                  | Total:                                 | 177.97      |           |
|                          |   |                  | Net of 1 Invoices / 0 Checks           | 177.97      |           |
| 10508<br>11/03/2020      | HRUSKA MARY<br>INVOICE                    | 10.17.2020       | KOLACHES FOR PROGRAM                   | 50.00       |           |

| Vendor Code<br>Post Date      | Vendor Name<br>Activity      | Inv/Check # | Description               | Invoice Amt | Check Amt |
|-------------------------------|------------------------------|-------------|---------------------------|-------------|-----------|
| Total:                        |                              |             |                           | 50.00       |           |
| Net of 1 Invoices / 0 Checks  |                              |             |                           | 50.00       |           |
| 03194                         | INGRAM LIBRARY SERVICES, INC |             |                           |             |           |
| 11/03/2020                    | INVOICE                      | 48945852    | MATERIALS                 | 78.61       |           |
| 11/03/2020                    | INVOICE                      | 48976149    | MATERIALS                 | 124.95      |           |
| 11/03/2020                    | INVOICE                      | 48988004    | MATERIALS                 | 54.39       |           |
| 11/03/2020                    | INVOICE                      | 48945851    | MATERIALS                 | 627.91      |           |
| 11/03/2020                    | INVOICE                      | 48882975    | MATERIALS                 | 60.21       |           |
| 11/03/2020                    | INVOICE                      | 48905255    | MATERIALS                 | 90.32       |           |
| 11/03/2020                    | INVOICE                      | 48905256    | MATERIALS                 | 32.02       |           |
| 11/03/2020                    | INVOICE                      | 48802776    | MATERIALS                 | 1,276.10    |           |
| 11/03/2020                    | INVOICE                      | 48832974    | MATERIALS                 | 179.42      |           |
| 11/03/2020                    | INVOICE                      | 48862238    | MATERIALS                 | 67.42       |           |
| 11/03/2020                    | INVOICE                      | 48796828    | MATERIALS                 | 130.62      |           |
| Total:                        |                              |             |                           | 2,721.97    |           |
| Net of 11 Invoices / 0 Checks |                              |             |                           | 2,721.97    |           |
| 02554                         | INTERSTATE BATTERY SYSTEM    |             |                           |             |           |
| 11/03/2020                    | INVOICE                      | 210077695   | DRY0070, DR70075          | 19.28       |           |
| Total:                        |                              |             |                           | 19.28       |           |
| Net of 1 Invoices / 0 Checks  |                              |             |                           | 19.28       |           |
| 03199                         | JACKSON SERVICES INC         |             |                           |             |           |
| 11/03/2020                    | INVOICE                      | 4410434     | UNIFORMS                  | 104.27      |           |
| 11/03/2020                    | INVOICE                      | 4410425     | UNIFORMS                  | 295.32      |           |
| 11/03/2020                    | INVOICE                      | 4406049     | UNIFORMS                  | 90.81       |           |
| 11/03/2020                    | INVOICE                      | 4410436     | MAT                       | 2.81        |           |
| 11/03/2020                    | INVOICE                      | 4406050     | TOWELS                    | 17.50       |           |
| 11/03/2020                    | INVOICE                      | 4410435     | UNIFORMS                  | 90.81       |           |
| 11/03/2020                    | INVOICE                      | 4408612     | UNIFORMS                  | 64.22       |           |
| 11/03/2020                    | INVOICE                      | 4410428     | MATS                      | 12.50       |           |
| 11/03/2020                    | INVOICE                      | 4410427     | UNIFORMS                  | 133.32      |           |
| 11/03/2020                    | INVOICE                      | 4410426     | MATS                      | 34.97       |           |
| 11/03/2020                    | INVOICE                      | 4407833     | SUPPLIES                  | 65.81       |           |
| 11/03/2020                    | INVOICE                      | 4412981     | UNIFORMS                  | 16.45       |           |
| 11/03/2020                    | INVOICE                      | 4412220     | MATS, MOPS, BATH TOWELS   | 177.17      |           |
| 11/03/2020                    | INVOICE                      | 4412998     | MATS                      | 57.69       |           |
| 11/03/2020                    | INVOICE                      | 4406037     | UNIFORMS                  | 295.32      |           |
| 11/03/2020                    | INVOICE                      | 4406048     | MATS, TOWELS, UNIFORMS    | 135.27      |           |
| 11/03/2020                    | INVOICE                      | 4408611     | UIFORMS                   | 16.45       |           |
| Total:                        |                              |             |                           | 1,610.69    |           |
| Net of 17 Invoices / 0 Checks |                              |             |                           | 1,610.69    |           |
| 10511                         | KEIM, JASON                  |             |                           |             |           |
| 11/03/2020                    | INVOICE                      | 102620PARK  | REIMBURES CDL LICENSE FEE | 31.00       |           |
| Total:                        |                              |             |                           | 31.00       |           |
| Net of 1 Invoices / 0 Checks  |                              |             |                           | 31.00       |           |
| 03202                         | KELLY SUPPLY COMPANY         |             |                           |             |           |
| 11/03/2020                    | INVOICE                      | S12256503-0 | PVC PIPE                  | 331.62      |           |
| 11/03/2020                    | INVOICE                      | S12256233-0 | WIRE BRAID HOSE           | 56.18       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity                 | Inv/Check #    | Description                                   | Invoice Amt | Check Amt |
|--------------------------|---|----------------|---|-------------|-----------|
| 11/03/2020               | INVOICE                                 | S12256084-0    | GATES STEMS, PIPE ADAPT UNIONS                | 38.95       |           |
|                          |   |                | Total:  | 426.75      |           |
|                          |   |                | Net of 3 Invoices / 0 Checks                  | 426.75      |           |
| 03205<br>11/03/2020      | KIRKHAM MICHAEL & ASSOCIATES<br>INVOICE | EST NO 8       | AIRPORT SRE BLDG                              | 6,200.53    |           |
|                          |   |                | Total:  | 6,200.53    |           |
|                          |   |                | Net of 1 Invoices / 0 Checks                  | 6,200.53    |           |
| 00012<br>11/03/2020      | LAKEVIEW SMALL ENGINE INC<br>INVOICE    | 044509         | MUFFLER, OVERFLOW TANK                        | 456.62      |           |
|                          |   |                | Total:  | 456.62      |           |
|                          |   |                | Net of 1 Invoices / 0 Checks                  | 456.62      |           |
| 00822<br>11/03/2020      | LINCOLN WINWATER WORKS<br>INVOICE       | 072846 01      | 1-1/2 CENFLO PIPE SUPPLIES                    | 493.22      |           |
|                          |   |                | Total:  | 493.22      |           |
|                          |   |                | Net of 1 Invoices / 0 Checks                  | 493.22      |           |
| 03214<br>11/03/2020      | LOUP POWER DISTRICT<br>INVOICE          | 400088 NOV     | ELECTRICITY                                   | 33.10       |           |
|                          |   |                | Total:  | 33.10       |           |
|                          |   |                | Net of 1 Invoices / 0 Checks                  | 33.10       |           |
| 02806<br>11/03/2020      | MACQUEEN EQUIPMENT<br>INVOICE           | P06531         | SINGLE WRAP, 21 WPH SEGMENT-UNIT 29           | 1,540.67    |           |
|                          |   |                | Total:  | 1,540.67    |           |
|                          |   |                | Net of 1 Invoices / 0 Checks                  | 1,540.67    |           |
| 03212<br>11/03/2020      | MATHESON-LINWELD<br>INVOICE             | 91287 22463734 | OXYGEN  | 48.01       |           |
| 11/03/2020               | INVOICE                                 | 22488929       | OXYGEN, ACETYLENE                             | 57.12       |           |
|                          |   |                | Total:  | 105.13      |           |
|                          |   |                | Net of 2 Invoices / 0 Checks                  | 105.13      |           |
| 02101<br>11/03/2020      | MD SOLUTIONS INC<br>INVOICE             | 0042303        | PLUS 4 STRAPPING BRACKET-FLARED LEG           | 113.00      |           |
|                          |   |                | Total:  | 113.00      |           |
|                          |   |                | Net of 1 Invoices / 0 Checks                  | 113.00      |           |
| 03220<br>11/03/2020      | MENARDS<br>INVOICE                      | 27613          | CLR ENHANCED FORMULA, DAWN DISH SOAP          | 73.02       |           |
| 11/03/2020               | INVOICE                                 | 27606          | CREDIT - PURDY 9 X 1/2" MARATHON 3PK          | (11.97)     |           |
| 11/03/2020               | INVOICE                                 | 27622          | VANDAL PROOF AERATOR, FVP RV MARINE 50F A/F   | 81.39       |           |
| 11/03/2020               | INVOICE                                 | 27607          | SPRAYPAINT-CEMETERY GATE-12AV VIAD PROJECT    | 39.04       |           |
| 11/03/2020               | INVOICE                                 | 27612          | MASTER 9" MICROFIBER CLOTH, PURDY LAMBSKIN    | 22.43       |           |
| 11/03/2020               | INVOICE                                 | 27780          | TV MOUNTS, DIESEL CONDTRNER, FUEL PREMIX, SPI | 214.94      |           |
| 11/03/2020               | INVOICE                                 | 27930          | NETWORK CABLE, DRYER SHEETS                   | 41.18       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity       | Inv/Check # | Description                                  | Invoice Amt | Check Amt |
|--------------------------|-------------------------------|-------------|--|-------------|-----------|
| 11/03/2020               | INVOICE                       | 27794       | TV MOUNTS, HEX WASHERS                       | 70.36       |           |
| 11/03/2020               | INVOICE                       | 27923       | ICE MELT, POLY TUBING                        | 50.95       |           |
| 11/03/2020               | INVOICE                       | 27754       | CONCRETE SEALANT, UTILITY MAT                | 29.57       |           |
| 11/03/2020               | INVOICE                       | 27522       | CONCRETE EPOXY, RUSTOLEUM                    | 56.99       |           |
| 11/03/2020               | INVOICE                       | 27413       | DRIVEWAY MARKER, ELECTRIC FENCE              | 47.64       |           |
| 11/03/2020               | INVOICE                       | 27581       | POLE, DUCK BLUE 3PK, MARATHON 3PK            | 43.94       |           |
| 11/03/2020               | INVOICE                       | 27558       | SELF ETCHING, SPRAYPAINT, 6' 2X12/CEMETERY   | 75.31       |           |
| 11/03/2020               | INVOICE                       | 27578       | 40W G9 3PK LED                               | 13.98       |           |
| 11/03/2020               | INVOICE                       | 27675       | CRC BRAKELEEN, PURDY 9" LAMBSKIN             | 17.95       |           |
| 11/03/2020               | INVOICE                       | 27671       | FVP RV MARINE 50F A/F                        | 30.96       |           |
| 11/03/2020               | INVOICE                       | 27674       | CREDIT MASTER 9" MICROFIBER                  | (10.46)     |           |
| 11/03/2020               | INVOICE                       | 27763       | BULBS  | 17.99       |           |
| 11/03/2020               | INVOICE                       | 27168       | PLIERS, SAW BLADES, GLAZING COMPND, WL SIDII | 25.24       |           |
| 11/03/2020               | INVOICE                       | 27173       | PAPER TOWELS                                 | 8.98        |           |
| 11/03/2020               | INVOICE                       | 27161       | CONDUIT BODY, ADAPTOR, FEMALE THREAD         | 14.03       |           |
| 11/03/2020               | INVOICE                       | 26927       | TOOLBOX, SUPPLIES                            | 28.42       |           |
| 11/03/2020               | INVOICE                       | 27019       | MICROFIBER CLOTH, SPRAY BOTTLE               | 13.23       |           |
| 11/03/2020               | INVOICE                       | 26919       | GREATSTUFF WINDOW & DOOR, PAINT SCRUBBER     | 18.88       |           |
| 11/03/2020               | INVOICE                       | 27252       | DRILL BIT FLUTE MASONRY TAPCON HEX, WELDABL  | 48.99       |           |
| 11/03/2020               | INVOICE                       | 27326       | TOWELS, CABLE TIES, MARKING PAINT, EXPOXY, 1 | 181.31      |           |
| 11/03/2020               | INVOICE                       | 27296       | MICROFIBER CLOTHS, GLOVES, MOP/PAIL          | 62.00       |           |
| 11/03/2020               | INVOICE                       | 27304       | S-TRAP                                       | 7.39        |           |
| 11/03/2020               | INVOICE                       | 27287       | COMPRESSION INSERTS, NUT, SLEEVE, J-BEND     | 27.21       |           |
| 11/03/2020               | INVOICE                       | 27289       | U-BOLT-CEMETERY/12AV VIAD                    | 17.34       |           |
|                          |                               |             | Total:                                       | 1,358.23    |           |
|                          |                               |             | Net of 31 Invoices / 0 Checks                | 1,358.23    |           |
| 02403                    | MICROFILM IMAGING SYSTEMS INC |             |  |             |           |
| 11/03/2020               | INVOICE                       | 84210       | CANON DR-M260, SN KG317639-36MOS MAINT AGR   | 821.50      |           |
|                          |                               |             | Total:                                       | 821.50      |           |
|                          |                               |             | Net of 1 Invoices / 0 Checks                 | 821.50      |           |
| 03222                    | MID-AMERICAN RESEARCH         |             |  |             |           |
| 11/03/2020               | INVOICE                       | 0714934-IN  | NUKE LIFT STATION DEGREASER                  | 1,842.00    |           |
|                          |                               |             | Total:                                       | 1,842.00    |           |
|                          |                               |             | Net of 1 Invoices / 0 Checks                 | 1,842.00    |           |
| 00487                    | MIDWEST TAPE LLC              |             |  |             |           |
| 11/03/2020               | INVOICE                       | 99547041    | MATERIALS                                    | 64.98       |           |
| 11/03/2020               | INVOICE                       | 99517931    | MATERIALS                                    | 234.95      |           |
| 11/03/2020               | INVOICE                       | 99517933    | MATERIALS                                    | 41.24       |           |
|                          |                               |             | Total:                                       | 341.17      |           |
|                          |                               |             | Net of 3 Invoices / 0 Checks                 | 341.17      |           |
| 00263                    | MTM RECOGNITION               |             |  |             |           |
| 11/03/2020               | INVOICE                       | 6036162     | SERVICE AWARDS-VOLUNTEER FIRE DEPT           | 373.93      |           |
|                          |                               |             | Total:                                       | 373.93      |           |
|                          |                               |             | Net of 1 Invoices / 0 Checks                 | 373.93      |           |
| 10225                    | NAPA AUTO PARTS OF COLUMBUS   |             |  |             |           |
| 11/03/2020               | INVOICE                       | 689752      | WINDSHIELD WA                                | 26.16       |           |

| Vendor Code<br>Post Date          | Vendor Name<br>Activity                      | Inv/Check #      | Description                          | Invoice Amt        | Check Amt |
|-----------------------------------|--|------------------|--------------------------------------|--------------------|-----------|
|                                   |  |                  | Total:                               | 26.16              |           |
|                                   |  |                  | Net of 1 Invoices / 0 Checks         | 26.16              |           |
| 00438<br>11/03/2020               | NEBRASKA FIRE CHIEFS ASSOCIATION<br>INVOICE  | 2289             | 2 FIRE CHIEF MEMBERSHIPS             | 50.00              |           |
|                                   |  |                  | Total:                               | 50.00              |           |
|                                   |  |                  | Net of 1 Invoices / 0 Checks         | 50.00              |           |
| 03233<br>11/03/2020               | NEBRASKA LAW ENFORCEMENT<br>INVOICE          | 9330             | FIREARMS INSTR RECERT-J ROMSHEK      | 72.00              |           |
|                                   |  |                  | Total:                               | 72.00              |           |
|                                   |  |                  | Net of 1 Invoices / 0 Checks         | 72.00              |           |
| 00444<br>11/03/2020<br>11/03/2020 | NEBRASKA PUBLIC HEALTH<br>INVOICE<br>INVOICE | 532570<br>532195 | ROUTINE TESTING<br>BLOOD ALCOHOL LAB | 1,245.50<br>105.00 |           |
|                                   |  |                  | Total:                               | 1,350.50           |           |
|                                   |  |                  | Net of 2 Invoices / 0 Checks         | 1,350.50           |           |
| 00315<br>11/03/2020               | NEBRASKA STATE VOLUNTEER<br>INVOICE          | 2131             | 44 MEMBERS @20.00/NEWSPAPER 3 @ 7.00 | 901.00             |           |
|                                   |  |                  | Total:                               | 901.00             |           |
|                                   |  |                  | Net of 1 Invoices / 0 Checks         | 901.00             |           |
| 02855<br>11/03/2020               | NEBRASKA SURVEY REPOSITORY<br>INVOICE        | 102320ENG        | FILING FEES FOR 2 PLATS              | 11.75              |           |
|                                   |  |                  | Total:                               | 11.75              |           |
|                                   |  |                  | Net of 1 Invoices / 0 Checks         | 11.75              |           |
| 00600<br>11/03/2020               | NEBRASKA-IOWA INDUSTRIAL<br>INVOICE          | 6005273          | NITRILE GLOVES                       | 36.12              |           |
|                                   |  |                  | Total:                               | 36.12              |           |
|                                   |  |                  | Net of 1 Invoices / 0 Checks         | 36.12              |           |
| 00850<br>11/03/2020               | NEIGHBORWORKS NORTHEAST<br>INVOICE           | 10.22.2020       | RURAL WORKFORCE HOUSING FUND         | 15,000.00          |           |
|                                   |  |                  | Total:                               | 15,000.00          |           |
|                                   |  |                  | Net of 1 Invoices / 0 Checks         | 15,000.00          |           |
| 03241<br>11/03/2020               | NEWMAN SIGNS INC.<br>INVOICE                 | TRFINV025896     | SIGN SUPPLIES                        | 1,036.81           |           |
|                                   |  |                  | Total:                               | 1,036.81           |           |
|                                   |  |                  | Net of 1 Invoices / 0 Checks         | 1,036.81           |           |
| 10295<br>11/03/2020               | NICHE ACADEMY<br>INVOICE                     | 4722             | NICHE ACADEMY ANNUAL SUBSCR RENEWAL  | 2,100.00           |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity     | Inv/Check # | Description                         | Invoice Amt | Check Amt |
|--------------------------|-----------------------------|-------------|-------------------------------------|-------------|-----------|
|                          |                             |             | Total:                              | 2,100.00    |           |
|                          |                             |             | Net of 1 Invoices / 0 Checks        | 2,100.00    |           |
| MISC                     | NOLAN STEPHANIE & JEREMY    |             |                                     |             |           |
| 11/03/2020               | INVOICE                     | 10/22/2020  | UB refund for account: 400-66770-03 | 95.39       |           |
|                          |                             |             | Total:                              | 95.39       |           |
|                          |                             |             | Net of 1 Invoices / 0 Checks        | 95.39       |           |
| 03246                    | NORTHEAST NEBRASKA ECONOMIC |             |                                     |             |           |
| 11/03/2020               | INVOICE                     | 21657       | SEPTEMBER 2020 ADMIN SERVICES       | 120.00      |           |
| 11/03/2020               | INVOICE                     | 21639       | 19-DTR-101 DRAWDOWN #10             | 810.00      |           |
|                          |                             |             | Total:                              | 930.00      |           |
|                          |                             |             | Net of 2 Invoices / 0 Checks        | 930.00      |           |
| 03171                    | OFFICENET                   |             |                                     |             |           |
| 11/03/2020               | INVOICE                     | 947835-0    | OFFICE SUPPLIES                     | 82.41       |           |
| 11/03/2020               | INVOICE                     | 947756-0    | PHOTO GLOSS PAPER                   | 150.93      |           |
| 11/03/2020               | INVOICE                     | 947974-0    | POST-ITS, DUSTOFF                   | 40.55       |           |
| 11/03/2020               | INVOICE                     | 946955-1    | WALL CALENDARS                      | 56.33       |           |
| 11/03/2020               | INVOICE                     | 947854-0    | ALKA, IND AA 24 PK BATTERIES        | 13.89       |           |
| 11/03/2020               | INVOICE                     | 948371-0    | ENVELOPES                           | 16.48       |           |
| 11/03/2020               | INVOICE                     | 948370-0    | FINGERTIP MOISTENER                 | 3.10        |           |
| 11/03/2020               | INVOICE                     | 948369-0    | DESK CALENDAR                       | 3.67        |           |
| 11/03/2020               | INVOICE                     | 948427-0    | WRISTREST                           | 18.91       |           |
| 11/03/2020               | INVOICE                     | 948435-0    | OFFICE SUPPLIES                     | 112.19      |           |
| 11/03/2020               | INVOICE                     | 948436-0    | PHOTO GLOSS PAPER                   | 150.93      |           |
| 11/03/2020               | INVOICE                     | 948673-0    | SUPPLIES                            | 9.35        |           |
| 11/03/2020               | INVOICE                     | IN69350     | COPIER CONTRACT                     | 124.02      |           |
|                          |                             |             | Total:                              | 782.76      |           |
|                          |                             |             | Net of 13 Invoices / 0 Checks       | 782.76      |           |
| 02852                    | OLSON'S PEST TECHNICIANS    |             |                                     |             |           |
| 11/03/2020               | INVOICE                     | 186268      | PEST CONTROL                        | 50.00       |           |
| 11/03/2020               | INVOICE                     | 186270      | PEST CONTROL                        | 85.00       |           |
|                          |                             |             | Total:                              | 135.00      |           |
|                          |                             |             | Net of 2 Invoices / 0 Checks        | 135.00      |           |
| 00176                    | O'REILLY AUTOMOTIVE INC     |             |                                     |             |           |
| 11/03/2020               | INVOICE                     | 0681-475853 | ABSORBANT, UTILITY BLADES           | 50.74       |           |
| 11/03/2020               | INVOICE                     | 0681-475532 | ADD-A-CIRCUIT                       | 6.99        |           |
| 11/03/2020               | INVOICE                     | 0681-475883 | KEY FOB CASE                        | 14.32       |           |
| 11/03/2020               | INVOICE                     | 0681-475829 | COUPLERS, TOGGLE SWITCH             | 15.98       |           |
| 11/03/2020               | INVOICE                     | 0681-475843 | FUSES                               | 8.98        |           |
| 11/03/2020               | INVOICE                     | 0681-474555 | BATTERY                             | 19.10       |           |
| 11/03/2020               | INVOICE                     | 0681-473466 | GPOWER PLUG, BATTERY                | 36.62       |           |
| 11/03/2020               | INVOICE                     | 0681-475120 | RELAY                               | 28.47       |           |
| 11/03/2020               | INVOICE                     | 0681-474856 | BRAKE CLEANER                       | 54.96       |           |
| 11/03/2020               | INVOICE                     | 0681-474850 | PIN AND CLIP                        | 22.47       |           |
| 11/03/2020               | INVOICE                     | 0681-474717 | MOTOROIL FOR SALT SPREADER          | 52.45       |           |
|                          |                             |             | Total:                              | 311.08      |           |
|                          |                             |             | Net of 11 Invoices / 0 Checks       | 311.08      |           |

| Vendor Code<br>Post Date  | Vendor Name<br>Activity   | Inv/Check #  | Description  | Invoice Amt  | Check Amt |
|---|---|--|--|--|-----------|
| 00345<br>11/03/2020   | PETE LIEN & SONS INC.<br>INVOICE  | 20POS/117099 REV   | QUICKLIME FINES RC LIE PLANT   | 5,598.93   |           |
|   |   |  | Total:   | 5,598.93   |           |
|   |   |  | Net of 1 Invoices / 0 Checks   | 5,598.93   |           |
| 03258<br>11/03/2020<br>11/03/2020   | PETTY CASH<br>INVOICE<br>INVOICE  | 110320FIRE<br>102320FIRE   | REIMBURSE RECEIPTS FOR SUPPLIES<br>REIMBURSE RECEIPTS FOR EXPENSES   | 110.22<br>19.74  |           |
|   |   |  | Total:   | 129.96   |           |
|   |   |  | Net of 2 Invoices / 0 Checks   | 129.96   |           |
| 02841<br>11/03/2020<br>11/03/2020<br>11/03/2020   | POLICE FACILITY DESIGN GROUP<br>INVOICE<br>INVOICE<br>INVOICE                             | 1714-BS-12<br>1714-BS-10<br>1714-BS-11                                     | POLICE AND FIRE SAFETY FACILITIES<br>POLICE AND FIRE SAFETY FACILITIES<br>POLICE AND FIRE SAFETY FACILITIES  | 12,160.30<br>15,103.61<br>14,302.86                                |           |
|   |   |  | Total:   | 41,566.77  |           |
|   |   |  | Net of 3 Invoices / 0 Checks   | 41,566.77  |           |
| 03261<br>11/03/2020<br>11/03/2020<br>11/03/2020<br>11/03/2020                             | PRESTOX<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE                                       | 8347716<br>8544976<br>8347714<br>8347719                                   | PEST CONTROL<br>PEST CONTROL<br>PEST CONTROL<br>PEST CONTROL   | 62.00<br>55.00<br>49.00<br>47.00                                   |           |
|   |   |  | Total:   | 213.00   |           |
|   |   |  | Net of 4 Invoices / 0 Checks   | 213.00   |           |
| 03264<br>11/03/2020<br>11/03/2020<br>11/03/2020<br>11/03/2020<br>11/03/2020               | REARDON LAWN & GARDEN INC<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE          | 3535<br>3534<br>3554<br>063248<br>063247                                   | EXHAUST VALVE-CEMETERY/12AVE VIAD<br>GASKET KIT-CEMETERY-12AVE VIAD<br>CLUTCH-CEMETERY-12AV VIAD<br>FILTER KITS, BELTS, OILS FUEL TRTMNT, FILTE<br>FILTERS & PARTS | 29.98<br>85.34<br>362.00<br>289.98<br>225.90                       |           |
|   |   |  | Total:   | 993.20   |           |
|   |   |  | Net of 5 Invoices / 0 Checks   | 993.20   |           |
| 03268<br>11/03/2020<br>11/03/2020<br>11/03/2020<br>11/03/2020<br>11/03/2020<br>11/03/2020 | SAPP BROS PETROLEUM INC<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE | IN3265422<br>IN3263773<br>IN3263772<br>IN3259202<br>IN3259203<br>IN3261384 | FUEL<br>FUEL<br>FUEL<br>FUEL<br>FUEL<br>FUEL   | 2,491.95<br>5,169.00<br>2,526.50<br>3,963.12<br>722.25<br>1,255.36 |           |
|   |   |  | Total:   | 16,128.18  |           |
|   |   |  | Net of 6 Invoices / 0 Checks   | 16,128.18  |           |
| 03274<br>11/03/2020<br>11/03/2020<br>11/03/2020   | SEARS COMMERCIAL ONE<br>INVOICE<br>INVOICE<br>INVOICE                                     | T025003<br>T240013<br>T159008  | SERVICE AWARD<br>SERVICE AWARDS<br>SERVICE AWARDS  | 259.99<br>445.87<br>196.00   |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity | Inv/Check # | Description                                 | Invoice Amt | Check Amt |
|--------------------------|-------------------------|-------------|---|-------------|-----------|
|                          |                         |             | Total:                                      | 901.86      |           |
|                          |                         |             | Net of 3 Invoices / 0 Checks                | 901.86      |           |
| 03275                    | SECURITY EQUIPMENT INC  |             |   |             |           |
| 11/03/2020               | INVOICE                 | 571689      | ACCESS CONTROL UPGRADE                      | 20.00       |           |
|                          |                         |             | Total:                                      | 20.00       |           |
|                          |                         |             | Net of 1 Invoices / 0 Checks                | 20.00       |           |
| 01090                    | SHEVLIN SUPPLY          |             |   |             |           |
| 11/03/2020               | INVOICE                 | 4823        | HAND SOAP, BATH TISSUE                      | 82.89       |           |
| 11/03/2020               | INVOICE                 | 4824        | PAPER TOWELS                                | 68.30       |           |
|                          |                         |             | Total:                                      | 151.19      |           |
|                          |                         |             | Net of 2 Invoices / 0 Checks                | 151.19      |           |
| 10507                    | SIRCHIE                 |             |   |             |           |
| 11/03/2020               | INVOICE                 | 0465127-IN  | CURRENCY/COIN BAG                           | 217.85      |           |
|                          |                         |             | Total:                                      | 217.85      |           |
|                          |                         |             | Net of 1 Invoices / 0 Checks                | 217.85      |           |
| MISC                     | SKALAK LOIS             |             |   |             |           |
| 11/03/2020               | INVOICE                 | 10/22/2020  | UB refund for account: 100-08140-00         | 74.65       |           |
|                          |                         |             | Total:                                      | 74.65       |           |
|                          |                         |             | Net of 1 Invoices / 0 Checks                | 74.65       |           |
| MISC                     | SKINNER DUSTIN & KELSEY |             |   |             |           |
| 11/03/2020               | INVOICE                 | 10/21/2020  | UB refund for account: 400-72830-04         | 50.35       |           |
|                          |                         |             | Total:                                      | 50.35       |           |
|                          |                         |             | Net of 1 Invoices / 0 Checks                | 50.35       |           |
| 03278                    | STANLEY PETROLEUM       |             |   |             |           |
| 11/03/2020               | INVOICE                 | 69149       | PUMP DIESEL FROM PUMP, CHK SENSOR ALARMS, 1 | 565.00      |           |
| 11/03/2020               | INVOICE                 | 69168       | TRIANGULAR DECALS                           | 42.00       |           |
| 11/03/2020               | INVOICE                 | CM69173     | RETURN CREDIT ON TS-1001 ATG CONSOLE        | (250.00)    |           |
|                          |                         |             | Total:                                      | 357.00      |           |
|                          |                         |             | Net of 3 Invoices / 0 Checks                | 357.00      |           |
| 00244                    | STERICYCLE INC          |             |   |             |           |
| 11/03/2020               | INVOICE                 | 4007671516  | MEDICAL WASTE SERVICES                      | 963.57      |           |
|                          |                         |             | Total:                                      | 963.57      |           |
|                          |                         |             | Net of 1 Invoices / 0 Checks                | 963.57      |           |
| 00105                    | SUPER SAVER             |             |   |             |           |
| 11/03/2020               | INVOICE                 | 113138      | GLOVES, SOS PADS, FOOD SUPPLIES             | 60.08       |           |
| 11/03/2020               | INVOICE                 | 112999      | SCOURING PADS, MASKING TAPE, FOOD SUPPLIES  | 39.66       |           |
|                          |                         |             | Total:                                      | 99.74       |           |
|                          |                         |             | Net of 2 Invoices / 0 Checks                | 99.74       |           |
| 10502                    | THOMAS, SARA M.         |             |   |             |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity       | Inv/Check #      | Description                                  | Invoice Amt | Check Amt |
|--------------------------|-------------------------------|------------------|--|-------------|-----------|
| 11/03/2020               | INVOICE                       | 100120CEM        | SELL BACK BLK O, LOT 56 SP4, ELMER MIESSLER  | 200.00      |           |
|                          |                               |                  | Total:                                       | 200.00      |           |
|                          |                               |                  | Net of 1 Invoices / 0 Checks                 | 200.00      |           |
| 03128                    | TIRE OUTLET INC               |                  |  |             |           |
| 11/03/2020               | INVOICE                       | 195182           | TIRE REPAIR ON #1                            | 30.00       |           |
| 11/03/2020               | INVOICE                       | 195140           | TRUCK TIRE REPAIRS - #1                      | 60.00       |           |
| 11/03/2020               | INVOICE                       | 195150           | REPAIRS -#6, #1, #74M                        | 150.00      |           |
| 11/03/2020               | INVOICE                       | 195176           | REPAIRS ON #20 AND #7                        | 120.00      |           |
| 11/03/2020               | INVOICE                       | 195190           | TIRE REPAIRS, #74A AND #8                    | 90.00       |           |
|                          |                               |                  | Total:                                       | 450.00      |           |
|                          |                               |                  | Net of 5 Invoices / 0 Checks                 | 450.00      |           |
| 10412                    | TRITECH SOFTWARE SYSTEMS      |                  |  |             |           |
| 11/03/2020               | INVOICE                       | 294318           | ZUERCHER SUITE CONTRACT                      | 79,360.80   |           |
|                          |                               |                  | Total:                                       | 79,360.80   |           |
|                          |                               |                  | Net of 1 Invoices / 0 Checks                 | 79,360.80   |           |
| 00550                    | TRUCK CENTER COMPANIES        |                  |  |             |           |
| 11/03/2020               | INVOICE                       | 222676J          | MUDFLAPS                                     | 63.10       |           |
| 11/03/2020               | INVOICE                       | 122726           | ROSENBAUER UNIT 44 - DRIVE AXLE RADIUS ARMS. | 956.22      |           |
| 11/03/2020               | INVOICE                       | 223239J          | PIC/202032 WINTER PWR                        | 465.12      |           |
| 11/03/2020               | INVOICE                       | 223419J          | PROBE ASSEMBLY - UNIT 48                     | 54.03       |           |
|                          |                               |                  | Total:                                       | 1,538.47    |           |
|                          |                               |                  | Net of 4 Invoices / 0 Checks                 | 1,538.47    |           |
| 10510                    | TWELVE AND TWELVE CORPORATION |                  |  |             |           |
| 11/03/2020               | INVOICE                       | 19-DTR-101 DD10B | 19-DTR-101 DRAWDOWN #10B                     | 6,080.00    |           |
|                          |                               |                  | Total:                                       | 6,080.00    |           |
|                          |                               |                  | Net of 1 Invoices / 0 Checks                 | 6,080.00    |           |
| 00100                    | U & I SANITATION              |                  |  |             |           |
| 11/03/2020               | INVOICE                       | 8670-264         | OCTOBER GARBAGE SERVICE                      | 50.00       |           |
| 11/03/2020               | INVOICE                       | 8670-354         | OCTOBER GARBAGE SERVICE                      | 85.00       |           |
|                          |                               |                  | Total:                                       | 135.00      |           |
|                          |                               |                  | Net of 2 Invoices / 0 Checks                 | 135.00      |           |
| 02869                    | UV DOCTOR LAMPS LLC           |                  |  |             |           |
| 11/03/2020               | INVOICE                       | 13798            | TROJAN 3000+ OEM BALLAST REBUILDS            | 1,694.91    |           |
|                          |                               |                  | Total:                                       | 1,694.91    |           |
|                          |                               |                  | Net of 1 Invoices / 0 Checks                 | 1,694.91    |           |
| 00068                    | VAN DIEST SUPPLY COMPANY      |                  |  |             |           |
| 11/03/2020               | INVOICE                       | 94064            | DIMENSION 2EW + 1 GAL DEFENDOR               | 1,122.00    |           |
|                          |                               |                  | Total:                                       | 1,122.00    |           |
|                          |                               |                  | Net of 1 Invoices / 0 Checks                 | 1,122.00    |           |
| 03298                    | VOLUNTEER FIRE DEPARTMENT     |                  |  |             |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity | Inv/Check #  | Description                                  | Invoice Amt | Check Amt |
|--------------------------|-------------------------|--------------|--|-------------|-----------|
| 11/03/2020               | INVOICE                 | 100820VFD    | ROLL OF STAMPS                               | 55.00       |           |
|                          |                         |              | Total:                                       | 55.00       |           |
|                          |                         |              | Net of 1 Invoices / 0 Checks                 | 55.00       |           |
| 03299                    | WALMART COMMUNITY/GEGRB |              |  |             |           |
| 11/03/2020               | INVOICE                 | 027100693432 | LAPTOP, CASE, MOUSE-SYLVESTER QM             | 1,013.88    |           |
| 11/03/2020               | INVOICE                 | 027200351565 | BATTERIES                                    | 15.99       |           |
| 11/03/2020               | INVOICE                 | 06073        | RETURN CREDIT-BATTERIES                      | (15.99)     |           |
| 11/03/2020               | INVOICE                 | 027200380405 | BATTERIES                                    | 14.94       |           |
| 11/03/2020               | INVOICE                 | 027200268125 | STOCK SUPPLY AIR FRESHENERS FOR VANS/BUSES   | 4.34        |           |
| 11/03/2020               | INVOICE                 | 027200261689 | SWIFFER, REFILLS, GLASS CLNR, COMET          | 36.51       |           |
| 11/03/2020               | INVOICE                 | 027200357205 | COVID-19 CLEANING SUPPLIES                   | 14.78       |           |
| 11/03/2020               | INVOICE                 | 027200132173 | POSTER FRAME, CUPS, WASTECAN/LINERS, CLOCK   | 36.51       |           |
| 11/03/2020               | INVOICE                 | 026200790229 | 32G USB 3PKS                                 | 61.14       |           |
| 11/03/2020               | INVOICE                 | 028100783883 | FACE MASKS, SOAP, CANDY                      | 93.03       |           |
| 11/03/2020               | INVOICE                 | 026000266582 | SHARK VACUUM, SCOURERS                       | 144.52      |           |
| 11/03/2020               | INVOICE                 | 026500215900 | MICROWAVE                                    | 64.88       |           |
| 11/03/2020               | INVOICE                 | 028700171551 | 2 ROKUS, TV MOUNTS FOR BEDROOMS/WORKOUT ROOI | 133.84      |           |
| 11/03/2020               | INVOICE                 | 028000367418 | FALL DECORATIONS FOR COMMUNITY CENTER        | 49.43       |           |
|                          |                         |              | Total:                                       | 1,667.80    |           |
|                          |                         |              | Net of 14 Invoices / 0 Checks                | 1,667.80    |           |
| 00385                    | WEST POINT IMPLEMENT OF |              |  |             |           |
| 11/03/2020               | INVOICE                 | I594895      | NUTS & BOLTS                                 | 12.36       |           |
|                          |                         |              | Total:                                       | 12.36       |           |
|                          |                         |              | Net of 1 Invoices / 0 Checks                 | 12.36       |           |
| 03305                    | ZEE MEDICAL SERVICE     |              |  |             |           |
| 11/03/2020               | INVOICE                 | 125-017795   | FIRST AID SUPPLIES                           | 160.85      |           |
|                          |                         |              | Total:                                       | 160.85      |           |
|                          |                         |              | Net of 1 Invoices / 0 Checks                 | 160.85      |           |
|                          |                         |              | invoices and 0 checks for 102 vendors:       | 293,203.25  |           |

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 11/03/2020 - 11/03/2020  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

| GL Number                                    | Invoice Line Desc              | Vendor                     | Invoice Date | Invoice      | Amount    |
|--|--------------------------------|----------------------------|--------------|--------------|-----------|
| Fund 100 GENERAL FUND                        |                                |                            |              |              |           |
| Dept 100 GENERAL ADMINISTRATION              |                                |                            |              |              |           |
| 100-100-53200                                | PROFESSIONAL SERVICES          | CENTER FOR MUNICIPAL SOLU  | 09/01/20     | Multiple     | 1,900.00  |
| 100-100-54310                                | BUILDING MAINTENANCE           | COMMONWEALTH ELECTRIC COM  | 10/19/20     | 57064        | 219.00    |
| 100-100-54310                                | BUILDING MAINTENANCE           | JACKSON SERVICES INC       | 10/27/20     | 4412998      | 57.69     |
| 100-100-54310                                | BUILDING MAINTENANCE           | OLSON'S PEST TECHNICIANS   | 10/21/20     | 186268       | 50.00     |
| 100-100-55900                                | MISCELLANEOUS                  | SEARS COMMERCIAL ONE       | 10/12/20     | Multiple     | 901.86    |
| 100-100-56010                                | SUPPLIES                       | SHEVLIN SUPPLY             | 10/16/20     | 4824         | 68.30     |
| 100-100-56010                                | SUPPLIES                       | ZEE MEDICAL SERVICE        | 10/15/20     | 125-017795   | 160.85    |
| 100-100-56020                                | OFFICE SUPPLIES                | OFFICENET                  | 10/15/20     | Multiple     | 405.51    |
| 100-100-56240                                | TELEPHONE                      | COMMUNITY INTERNET SYSTEMS | 10/23/20     | Multiple     | 30.00     |
| 100-100-56240                                | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461       | 155.52    |
| 100-100-56650                                | MEMBERSHIP DUES                | NEIGHBORWORKS NORTHEAST    | 10/22/20     | 10.22.2020   | 15,000.00 |
| Total For Dept 100 GENERAL ADMINISTRATION    |                                |                            |              |              | 18,948.73 |
| Dept 102 COLUMBUS AREA TRANSIT               |                                |                            |              |              |           |
| 100-102-54330                                | VEHICLE MAINTENANCE            | GENE STEFFY FORD           | 10/08/20     | 171995       | 230.00    |
| 100-102-55950                                | COVID-19 EXPENSES              | WALMART COMMUNITY/GECRB    | 09/28/20     | 027200357205 | 14.78     |
| 100-102-56010                                | SUPPLIES                       | WALMART COMMUNITY/GECRB    | 09/28/20     | Multiple     | 19.28     |
| 100-102-56030                                | CLEANING SUPPLIES/SERVICE      | WALMART COMMUNITY/GECRB    | 09/28/20     | 027200261689 | 36.51     |
| 100-102-56240                                | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461       | 18.30     |
| Total For Dept 102 COLUMBUS AREA TRANSIT     |                                |                            |              |              | 318.87    |
| Dept 103 COLUMBUS COMMUNITY CENTER           |                                |                            |              |              |           |
| 100-103-54310-III-B                          | BUILDING & GROUNDS MAINT       | ACE HARDWARE & GARDEN CNT  | 10/21/20     | 172725/5     | 10.38     |
| 100-103-55900                                | MISCELLANEOUS                  | WALMART COMMUNITY/GECRB    | 10/06/20     | 028000367418 | 49.43     |
| 100-103-56010-III-C                          | SUPPLIES                       | SUPER SAVER                | 10/12/20     | Multiple     | 14.10     |
| 100-103-56240-III-B                          | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461       | 22.87     |
| 100-103-56240-III-C                          | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461       | 22.87     |
| 100-103-56300-III-C                          | FOOD COSTS                     | SUPER SAVER                | 10/12/20     | Multiple     | 85.64     |
| Total For Dept 103 COLUMBUS COMMUNITY CENTER |                                |                            |              |              | 205.29    |
| Dept 105 FINANCE                             |                                |                            |              |              |           |
| 100-105-56240                                | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461       | 45.74     |
| Total For Dept 105 FINANCE                   |                                |                            |              |              | 45.74     |
| Dept 106 CITY CLERK                          |                                |                            |              |              |           |
| 100-106-56240                                | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461       | 36.59     |
| Total For Dept 106 CITY CLERK                |                                |                            |              |              | 36.59     |
| Dept 108 HUMAN RESOURCES                     |                                |                            |              |              |           |
| 100-108-56240                                | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461       | 9.15      |
| Total For Dept 108 HUMAN RESOURCES           |                                |                            |              |              | 9.15      |
| Dept 110 POLICE                              |                                |                            |              |              |           |
| 100-110-52700                                | TRAINING AND TUITION           | NEBRASKA LAW ENFORCEMENT   | 10/06/20     | 9330         | 72.00     |
| 100-110-52710                                | EMPLOYEE RECRUITMENT/RETENTION | COLUMBUS CUSTOM EMBROIDERS | 10/22/20     | E36106       | 40.00     |
| 100-110-52800                                | UNIFORMS                       | GALLS LLC                  | 10/09/20     | 016674865    | 411.89    |
| 100-110-52810                                | UNIFORMS-QUARTERMASTER         | WALMART COMMUNITY/GECRB    | 09/27/20     | 027100693432 | 1,013.88  |
| 100-110-53200                                | PROFESSIONAL SERVICES          | BAIRD HOLM LLP             | 10/21/20     | 255055       | 73.00     |
| 100-110-53200                                | PROFESSIONAL SERVICES          | NEBRASKA PUBLIC HEALTH     | 10/13/20     | 532195       | 105.00    |
| 100-110-54310                                | BUILDING MAINTENANCE           | ACE HARDWARE & GARDEN CNT  | 10/24/20     | 172810/5     | 78.75     |
| 100-110-54310                                | BUILDING MAINTENANCE           | OLSON'S PEST TECHNICIANS   | 10/21/20     | 186270       | 85.00     |
| 100-110-54320                                | EQUIPMENT MAINTENANCE          | ACE HARDWARE & GARDEN CNT  | 10/20/20     | 172777/5     | 119.67    |
| 100-110-54320                                | EQUIPMENT MAINTENANCE          | OFFICENET                  | 10/23/20     | IN69350      | 124.02    |

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 11/03/2020 - 11/03/2020  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

| GL Number                          | Invoice Line Desc         | Vendor                      | Invoice Date | Invoice      | Amount   |
|------------------------------------|---------------------------|-----------------------------|--------------|--------------|----------|
| Fund 100 GENERAL FUND              |                           |                             |              |              |          |
| Dept 110 POLICE                    |                           |                             |              |              |          |
| 100-110-54330                      | VEHICLE MAINTENANCE       | COLUMBUS TIRE & SERVICE     | 10/23/20     | 1-11898      | 22.50    |
| 100-110-54330                      | VEHICLE MAINTENANCE       | O'REILLY AUTOMOTIVE INC     | 10/21/20     | 0681-475883  | 14.32    |
| 100-110-56010                      | SUPPLIES                  | ACE HARDWARE & GARDEN CNT   | 10/24/20     | 172810/5     | 29.98    |
| 100-110-56010                      | SUPPLIES                  | MENARDS                     | 10/17/20     | Multiple     | 60.87    |
| 100-110-56010                      | SUPPLIES                  | SIRCHIE                     | 10/19/20     | 0465127-IN   | 217.85   |
| 100-110-56010                      | SUPPLIES                  | WALMART COMMUNITY/GEGRB     | 09/28/20     | Multiple     | 97.65    |
| 100-110-56050                      | FUEL                      | SAPP BROS PETROLEUM INC     | 10/20/20     | IN3265422    | 2,491.95 |
| 100-110-56240                      | TELEPHONE                 | DAS STATE ACCOUNTING        | 10/22/20     | 1241442      | 256.00   |
| 100-110-56240                      | TELEPHONE                 | GREAT PLAINS COMMUNICATION  | 10/16/20     | 139461       | 329.33   |
| 100-110-57200-20014                | CAPITAL-LAND & BUILDINGS  | NEBRASKA SURVEY REPOSITORY  | 10/23/20     | 102320ENG    | 5.87     |
| Total For Dept 110 POLICE          |                           |                             |              |              | 5,649.53 |
| Dept 120 FIRE                      |                           |                             |              |              |          |
| 100-120-52700                      | TRAINING AND TUITION      | PETTY CASH                  | 10/22/20     | 110320FIRE   | 12.20    |
| 100-120-54310                      | BUILDING MAINTENANCE      | ACE HARDWARE & GARDEN CNT   | 10/16/20     | 172632/5     | 31.51    |
| 100-120-54310                      | BUILDING MAINTENANCE      | MENARDS                     | 10/20/20     | 27578        | 13.98    |
| 100-120-54310                      | BUILDING MAINTENANCE      | PRESTOX                     | 10/14/20     | 8347714      | 49.00    |
| 100-120-54310                      | BUILDING MAINTENANCE      | SECURITY EQUIPMENT INC      | 05/27/20     | 571689       | 20.00    |
| 100-120-54310                      | BUILDING MAINTENANCE      | WALMART COMMUNITY/GEGRB     | 10/13/20     | 028700171551 | 133.84   |
| 100-120-54320                      | EQUIPMENT MAINTENANCE     | PETTY CASH                  | 10/22/20     | 110320FIRE   | 16.73    |
| 100-120-54330                      | VEHICLE MAINTENANCE       | TRUCK CENTER COMPANIES      | 10/15/20     | 122726       | 956.22   |
| 100-120-56010                      | SUPPLIES                  | ACE HARDWARE & GARDEN CNT   | 10/21/20     | 172736/5     | 6.99     |
| 100-120-56010                      | SUPPLIES                  | HADLEY-BRAITHWAIT COMPANY   | 10/22/20     | 221330       | 41.95    |
| 100-120-56010                      | SUPPLIES                  | MENARDS                     | 10/23/20     | Multiple     | 244.46   |
| 100-120-56010                      | SUPPLIES                  | PETTY CASH                  | 10/22/20     | Multiple     | 31.86    |
| 100-120-56020                      | OFFICE SUPPLIES           | HOMETOWN LEASING            | 11/01/20     | 029          | 177.97   |
| 100-120-56020                      | OFFICE SUPPLIES           | PETTY CASH                  | 10/22/20     | 110320FIRE   | 8.16     |
| 100-120-56030                      | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC        | 10/19/20     | Multiple     | 154.40   |
| 100-120-56040                      | POSTAGE AND FREIGHT       | PETTY CASH                  | 10/23/20     | 102320FIRE   | 5.90     |
| 100-120-56040                      | POSTAGE AND FREIGHT       | VOLUNTEER FIRE DEPARTMENT   | 10/08/20     | 100820VFD    | 55.00    |
| 100-120-56240                      | TELEPHONE                 | COMMUNITY INTERNET SYSTEMS  | 10/23/20     | SSFIRE       | 7.50     |
| 100-120-56240                      | TELEPHONE                 | GREAT PLAINS COMMUNICATION  | 10/16/20     | 139461       | 301.89   |
| Total For Dept 120 FIRE            |                           |                             |              |              | 2,269.56 |
| Dept 121 RESCUE                    |                           |                             |              |              |          |
| 100-121-52700                      | TRAINING AND TUITION      | PETTY CASH                  | 10/22/20     | 110320FIRE   | 12.20    |
| 100-121-54310                      | BUILDING MAINTENANCE      | PRESTOX                     | 10/14/20     | 8347719      | 47.00    |
| 100-121-54320                      | EQUIPMENT MAINTENANCE     | PETTY CASH                  | 10/22/20     | 110320FIRE   | 16.74    |
| 100-121-56010                      | SUPPLIES                  | BINDER LIFT LLC             | 10/23/20     | 20450        | 1,343.30 |
| 100-121-56010                      | SUPPLIES                  | BOUND TREE MEDICAL LLC      | 10/20/20     | Multiple     | 1,110.70 |
| 100-121-56010                      | SUPPLIES                  | COLUMBUS COMMUNITY HOSPITAL | 10/09/20     | 100920FIRE   | 718.54   |
| 100-121-56010                      | SUPPLIES                  | HADLEY-BRAITHWAIT COMPANY   | 10/22/20     | 221330       | 41.95    |
| 100-121-56010                      | SUPPLIES                  | MATHESON-LINWELD            | 10/23/20     | 22488929     | 57.12    |
| 100-121-56010                      | SUPPLIES                  | PETTY CASH                  | 10/22/20     | 110320FIRE   | 18.02    |
| 100-121-56020                      | OFFICE SUPPLIES           | PETTY CASH                  | 10/22/20     | 110320FIRE   | 8.15     |
| 100-121-56030                      | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC        | 10/19/20     | 4412220      | 88.58    |
| 100-121-56030                      | CLEANING SUPPLIES/SERVICE | STERICYCLE INC              | 11/01/20     | 4007671516   | 963.57   |
| 100-121-56050                      | FUEL                      | MENARDS                     | 10/23/20     | 27780        | 82.02    |
| 100-121-56240                      | TELEPHONE                 | COMMUNITY INTERNET SYSTEMS  | 10/23/20     | SSFIRE       | 7.50     |
| Total For Dept 121 RESCUE          |                           |                             |              |              | 4,515.39 |
| Dept 125 VOLUNTEER FIRE DEPARTMENT |                           |                             |              |              |          |
| 100-125-56360                      | DEPARTMENT EXPENSES       | AWARDS & ENGRAVING          | 10/13/20     | 6952         | 259.00   |

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| GL Number                                    | Invoice Line Desc              | Vendor                     | Invoice Date | Invoice              | Amount   |
|--|--------------------------------|----------------------------|--------------|----------------------|----------|
| Fund 100 GENERAL FUND                        |                                |                            |              |                      |          |
| Dept 125 VOLUNTEER FIRE DEPARTMENT           |                                |                            |              |                      |          |
| 100-125-56360                                | DEPARTMENT EXPENSES            | MTM RECOGNITION            | 10/06/20     | 6036162              | 373.93   |
| 100-125-56650                                | MEMBERSHIP DUES                | NEBRASKA FIRE CHIEFS ASSOC | 07/01/20     | 2289                 | 50.00    |
| 100-125-56650                                | MEMBERSHIP DUES                | NEBRASKA STATE VOLUNTEER   | 07/01/20     | 2131                 | 901.00   |
| Total For Dept 125 VOLUNTEER FIRE DEPARTMENT |                                |                            |              |                      | 1,583.93 |
| Dept 130 LIBRARY                             |                                |                            |              |                      |          |
| 100-130-52710                                | EMPLOYEE RECRUITMENT/RETENTION | COLUMBUS CUSTOM EMBROIDERY | 10/21/20     | E36019               | 50.00    |
| 100-130-54310                                | BUILDING MAINTENANCE           | ACE HARDWARE & GARDEN CNT  | 10/22/20     | 172746/5             | 33.99    |
| 100-130-55400                                | ADVERTISING AND PROMOTION      | BEST VERSION MEDIA, LLC    | 10/20/20     | 217771-202012        | 152.00   |
| 100-130-55950                                | COVID-19 EXPENSES              | WALMART COMMUNITY/GECRB    | 10/07/20     | 028100783883         | 29.88    |
| 100-130-56010-BUILD                          | SUPPLIES                       | OFFICENET                  | 10/22/20     | 947854-0             | 13.89    |
| 100-130-56030                                | CLEANING SUPPLIES/SERVICE      | WALMART COMMUNITY/GECRB    | 10/07/20     | 028100783883         | 3.85     |
| 100-130-56240                                | TELEPHONE                      | FRONTIER                   | 10/13/20     | 402-563-1016-022089- | 82.06    |
| 100-130-56240                                | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461               | 128.07   |
| 100-130-56250                                | REFUSE                         | U & I SANITATION           | 10/20/20     | 8670-264             | 50.00    |
| 100-130-56400-ADULT                          | PROGRAMS                       | HRUSKA MARY                | 10/17/20     | 10.17.2020           | 50.00    |
| 100-130-56400-ADULT                          | PROGRAMS                       | WALMART COMMUNITY/GECRB    | 10/07/20     | 028100783883         | 19.76    |
| 100-130-56400-CHILD                          | PROGRAMS                       | WALMART COMMUNITY/GECRB    | 10/07/20     | 028100783883         | 19.77    |
| 100-130-56400-YASCH                          | PROGRAMS                       | WALMART COMMUNITY/GECRB    | 10/07/20     | 028100783883         | 19.77    |
| 100-130-56410-ADULT                          | BOOKS AND PUBLICATIONS         | INGRAM LIBRARY SERVICES, I | 10/20/20     | Multiple             | 2,080.81 |
| 100-130-56410-ADULT                          | BOOKS AND PUBLICATIONS         | MIDWEST TAPE LLC           | 10/23/20     | Multiple             | 341.17   |
| 100-130-56410-CHILD                          | BOOKS AND PUBLICATIONS         | INGRAM LIBRARY SERVICES, I | 10/11/20     | 48802776             | 19.86    |
| 100-130-56410-SUBSC                          | BOOKS AND PUBLICATIONS         | NICHE ACADEMY              | 11/01/20     | 4722                 | 2,100.00 |
| 100-130-56410-YOUNG                          | BOOKS AND PUBLICATIONS         | INGRAM LIBRARY SERVICES, I | 10/20/20     | Multiple             | 621.30   |
| Total For Dept 130 LIBRARY                   |                                |                            |              |                      | 5,816.18 |
| Dept 140 CEMETERY                            |                                |                            |              |                      |          |
| 100-140-44510                                | CEMETERY-LOTS                  | THOMAS, SARA M.            | 10/01/20     | 100120CEM            | 200.00   |
| 100-140-54320                                | EQUIPMENT MAINTENANCE          | O'REILLY AUTOMOTIVE INC    | 10/05/20     | 0681-473466          | 36.62    |
| 100-140-54320                                | EQUIPMENT MAINTENANCE          | REARDON LAWN & GARDEN INC  | 10/05/20     | Multiple             | 391.98   |
| 100-140-54320                                | EQUIPMENT MAINTENANCE          | WEST POINT IMPLEMENT OF    | 10/27/20     | I594895              | 12.36    |
| 100-140-55930                                | REFUNDS                        | BEHLE, JAMES               | 10/22/20     | 102220CEM            | 400.00   |
| 100-140-56240                                | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461               | 9.15     |
| Total For Dept 140 CEMETERY                  |                                |                            |              |                      | 1,050.11 |
| Dept 145 COMMUNITY DEVELOPMENT               |                                |                            |              |                      |          |
| 100-145-53400                                | COMPUTER SUPPORT/MAINT         | MICROFILM IMAGING SYSTEMS  | 10/12/20     | 84210                | 821.50   |
| 100-145-54330                                | VEHICLE MAINTENANCE            | O'REILLY AUTOMOTIVE INC    | 10/16/20     | 0681-475120          | 28.47    |
| 100-145-56240                                | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461               | 45.74    |
| Total For Dept 145 COMMUNITY DEVELOPMENT     |                                |                            |              |                      | 895.71   |
| Dept 150 PARKS                               |                                |                            |              |                      |          |
| 100-150-52700                                | TRAINING AND TUITION           | KEIM, JASON                | 10/26/20     | 102620PARK           | 31.00    |
| 100-150-52800                                | UNIFORMS                       | JACKSON SERVICES INC       | 10/27/20     | Multiple             | 32.90    |
| 100-150-54310                                | BUILDING MAINTENANCE           | COMMONWEALTH ELECTRIC COM  | 10/20/20     | 57065                | 247.70   |
| 100-150-54320                                | EQUIPMENT MAINTENANCE          | LAKEVIEW SMALL ENGINE INC  | 10/21/20     | 044509               | 456.62   |
| 100-150-56010                                | SUPPLIES                       | ACE HARDWARE & GARDEN CNT  | 10/27/20     | Multiple             | 157.08   |
| 100-150-56010                                | SUPPLIES                       | BOMGAARS                   | 08/27/20     | Multiple             | 37.74    |
| 100-150-56010                                | SUPPLIES                       | CENTRAL PARTS & MACHINE    | 10/19/20     | 2775 001-416328      | 52.56    |
| 100-150-56010                                | SUPPLIES                       | ELECTRICAL ENGINEERING &   | 10/20/20     | Multiple             | 628.29   |
| 100-150-56010                                | SUPPLIES                       | HADLEY-BRAITHWAIT COMPANY  | 10/19/20     | 221199               | 83.90    |
| 100-150-56010                                | SUPPLIES                       | MENARDS                    | 10/23/20     | 27763                | 17.99    |
| 100-150-56010                                | SUPPLIES                       | NAPA AUTO PARTS OF COLUMBU | 10/27/20     | 689752               | 26.16    |

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|---|---------------------------|----------------------------|--------------|--------------|-----------|
| Fund 100 GENERAL FUND                       |                           |                            |              |              |           |
| Dept 150 PARKS                              |                           |                            |              |              |           |
| 100-150-56010                               | SUPPLIES                  | OFFICENET                  | 10/28/20     | 948673-0     | 9.35      |
| 100-150-56220                               | ELECTRICITY               | LOUP POWER DISTRICT        | 10/13/20     | 400088 NOV   | 33.10     |
| 100-150-56240                               | TELEPHONE                 | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461       | 36.59     |
| Total For Dept 150 PARKS                    |                           |                            |              |              | 1,850.98  |
| Dept 151 PAWNEE PLUNGE WATER PARK           |                           |                            |              |              |           |
| 100-151-53400                               | COMPUTER SUPPORT/MAINT    | MENARDS                    | 10/13/20     | 27161        | 14.03     |
| 100-151-54310                               | BUILDING MAINTENANCE      | ACE HARDWARE & GARDEN CNT  | 10/15/20     | 172594/5     | 10.94     |
| 100-151-54310                               | BUILDING MAINTENANCE      | MENARDS                    | 10/21/20     | Multiple     | 175.37    |
| 100-151-54320                               | EQUIPMENT MAINTENANCE     | REARDON LAWN & GARDEN INC  | 10/23/20     | 063248       | 289.98    |
| 100-151-56010                               | SUPPLIES                  | ACE HARDWARE & GARDEN CNT  | 10/26/20     | 172825/5     | 17.18     |
| 100-151-56240                               | TELEPHONE                 | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461       | 18.30     |
| Total For Dept 151 PAWNEE PLUNGE WATER PARK |                           |                            |              |              | 525.80    |
| Dept 152 AQUATIC CENTER POOL                |                           |                            |              |              |           |
| 100-152-52700                               | TRAINING AND TUITION      | AMERICAN RED CROSS         | 10/21/20     | 22304333     | 75.00     |
| 100-152-54310                               | BUILDING MAINTENANCE      | MENARDS                    | 10/26/20     | 27923        | 6.99      |
| 100-152-54310                               | BUILDING MAINTENANCE      | PRESTOX                    | 10/14/20     | 8347716      | 62.00     |
| 100-152-54320                               | EQUIPMENT MAINTENANCE     | WALMART COMMUNITY/GEGRB    | 09/21/20     | 026500215900 | 64.88     |
| 100-152-56010                               | SUPPLIES                  | MENARDS                    | 10/26/20     | 27923        | 43.96     |
| 100-152-56030                               | CLEANING SUPPLIES/SERVICE | ACE HARDWARE & GARDEN CNT  | 10/22/20     | 172753/5     | 39.47     |
| 100-152-56030                               | CLEANING SUPPLIES/SERVICE | WALMART COMMUNITY/GEGRB    | 09/16/20     | 026000266582 | 144.52    |
| 100-152-56240                               | TELEPHONE                 | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461       | 18.30     |
| Total For Dept 152 AQUATIC CENTER POOL      |                           |                            |              |              | 455.12    |
| Dept 155 VAN BERG GOLF COURSE               |                           |                            |              |              |           |
| 100-155-54320                               | EQUIPMENT MAINTENANCE     | REARDON LAWN & GARDEN INC  | 10/23/20     | 063247       | 225.90    |
| 100-155-56010                               | SUPPLIES                  | ACE HARDWARE & GARDEN CNT  | 10/16/20     | 172612/5     | 19.16     |
| 100-155-56060                               | CHEMICALS                 | VAN DIEST SUPPLY COMPANY   | 10/22/20     | 94064        | 1,122.00  |
| 100-155-56240                               | TELEPHONE                 | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461       | 27.44     |
| Total For Dept 155 VAN BERG GOLF COURSE     |                           |                            |              |              | 1,394.50  |
| Dept 156 QUAIL RUN GOLF COURSE              |                           |                            |              |              |           |
| 100-156-54310                               | BUILDING MAINTENANCE      | ALARM CENTER INC.          | 10/21/20     | 102120GOLF   | 45.00     |
| 100-156-54310                               | BUILDING MAINTENANCE      | PRESTOX                    | 10/21/20     | 8544976      | 55.00     |
| 100-156-55400                               | ADVERTISING AND PROMOTION | GOLFNOW                    | 05/08/20     | Multiple     | 875.00    |
| 100-156-56010                               | SUPPLIES                  | ACE HARDWARE & GARDEN CNT  | 10/16/20     | 172614/5     | 27.98     |
| 100-156-56010                               | SUPPLIES                  | BOMGAARS                   | 09/17/20     | 35687739     | 38.99     |
| 100-156-56050                               | FUEL                      | SAPP BROS PETROLEUM INC    | 10/15/20     | IN3261384    | 1,255.36  |
| 100-156-56240                               | TELEPHONE                 | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461       | 73.18     |
| Total For Dept 156 QUAIL RUN GOLF COURSE    |                           |                            |              |              | 2,370.51  |
| Total For Fund 100 GENERAL FUND             |                           |                            |              |              | 47,941.69 |
| Fund 200 STREETS/ENGINEERING                |                           |                            |              |              |           |
| Dept 200 STREETS                            |                           |                            |              |              |           |
| 200-200-52800                               | UNIFORMS                  | JACKSON SERVICES INC       | 10/22/20     | Multiple     | 590.64    |
| 200-200-54320                               | EQUIPMENT MAINTENANCE     | ADVANCE AUTO PARTS         | 10/19/20     | Multiple     | 21.01     |
| 200-200-54320                               | EQUIPMENT MAINTENANCE     | AG SPRAY EQUIPMENT         | 10/27/20     | 316942       | 370.06    |
| 200-200-54320                               | EQUIPMENT MAINTENANCE     | CENTRAL PARTS & MACHINE    | 10/21/20     | Multiple     | 48.96     |
| 200-200-54320                               | EQUIPMENT MAINTENANCE     | COLUMBUS STEEL SUPPLY      | 10/23/20     | 138534       | 101.51    |
| 200-200-54320                               | EQUIPMENT MAINTENANCE     | KELLY SUPPLY COMPANY       | 10/15/20     | S12256084-0  | 38.95     |
| 200-200-54320                               | EQUIPMENT MAINTENANCE     | MACQUEEN EQUIPMENT         | 10/16/20     | P06531       | 1,540.67  |

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| Fund 200 STREETS/ENGINEERING           |                          |                            |              |                |           |
| Dept 200 STREETS                       |                          |                            |              |                |           |
| 200-200-54320                          | EQUIPMENT MAINTENANCE    | O'REILLY AUTOMOTIVE INC    | 10/21/20     | Multiple       | 80.53     |
| 200-200-54320                          | EQUIPMENT MAINTENANCE    | STANLEY PETROLEUM          | 10/20/20     | Multiple       | 315.00    |
| 200-200-54330                          | VEHICLE MAINTENANCE      | ADVANCE AUTO PARTS         | 10/19/20     | Multiple       | (250.13)  |
| 200-200-54330                          | VEHICLE MAINTENANCE      | ALTEC INDUSTRIES INC       | 10/20/20     | 50664696       | 1,195.34  |
| 200-200-54330                          | VEHICLE MAINTENANCE      | O'REILLY AUTOMOTIVE INC    | 10/21/20     | 0681-475829    | 15.98     |
| 200-200-54330                          | VEHICLE MAINTENANCE      | TRUCK CENTER COMPANIES     | 10/22/20     | 223419J        | 54.03     |
| 200-200-54450                          | STREET MAINTENANCE       | GERHOLD CONCRETE COMPANY   | 10/16/20     | 198985         | 853.90    |
| 200-200-56010                          | SUPPLIES                 | ACE HARDWARE & GARDEN CNT  | 10/28/20     | Multiple       | 13.98     |
| 200-200-56010                          | SUPPLIES                 | ADVANCE AUTO PARTS         | 10/16/20     | Multiple       | 144.20    |
| 200-200-56010                          | SUPPLIES                 | BOMGAARS                   | 10/06/20     | Multiple       | 106.28    |
| 200-200-56010                          | SUPPLIES                 | INTERSTATE BATTERY SYSTEM  | 10/21/20     | 210077695      | 19.28     |
| 200-200-56010                          | SUPPLIES                 | KELLY SUPPLY COMPANY       | 10/20/20     | SI2256233-0    | 56.18     |
| 200-200-56010                          | SUPPLIES                 | O'REILLY AUTOMOTIVE INC    | 10/14/20     | Multiple       | 77.43     |
| 200-200-56050                          | FUEL                     | SAPP BROS PETROLEUM INC    | 10/19/20     | Multiple       | 7,695.50  |
| 200-200-56050                          | FUEL                     | TRUCK CENTER COMPANIES     | 10/20/20     | 223239J        | 465.12    |
| 200-200-56120                          | TRAFFIC SIGNS            | MD SOLUTIONS INC           | 10/19/20     | 0042303        | 113.00    |
| 200-200-56120                          | TRAFFIC SIGNS            | NEWMAN SIGNS INC.          | 10/22/20     | TRFINV025896   | 1,036.81  |
| 200-200-56240                          | TELEPHONE                | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461         | 36.59     |
| 200-200-57300-20069                    | CAPITAL-NEW CONSTRUCTION | ACE HARDWARE & GARDEN CNT  | 10/15/20     | 172595/5       | 23.94     |
| 200-200-57300-20069                    | CAPITAL-NEW CONSTRUCTION | BOMGAARS                   | 10/06/20     | 35695294       | 62.95     |
| 200-200-57300-20069                    | CAPITAL-NEW CONSTRUCTION | MENARDS                    | 10/21/20     | Multiple       | 131.69    |
| 200-200-57300-20069                    | CAPITAL-NEW CONSTRUCTION | REARDON LAWN & GARDEN INC  | 10/01/20     | 3534           | 85.34     |
| 200-200-57300-20070                    | CAPITAL-NEW CONSTRUCTION | 10 COUNTY TITLE & ESCROW   | 10/28/20     | FILE NO. 10337 | 63,744.00 |
| Total For Dept 200 STREETS             |                          |                            |              |                | 78,788.74 |
| Total For Fund 200 STREETS/ENGINEERING |                          |                            |              |                | 78,788.74 |
| Fund 205 AIRPORT                       |                          |                            |              |                |           |
| Dept 205 AIRPORT                       |                          |                            |              |                |           |
| 205-205-54310                          | BUILDING MAINTENANCE     | HOME 360 FLOORING & HOME I | 11/03/20     | 15721          | 1,528.56  |
| 205-205-54310                          | BUILDING MAINTENANCE     | MENARDS                    | 10/19/20     | Multiple       | 238.30    |
| 205-205-54320                          | EQUIPMENT MAINTENANCE    | STANLEY PETROLEUM          | 10/20/20     | 69168          | 42.00     |
| 205-205-56010                          | SUPPLIES                 | MENARDS                    | 10/21/20     | Multiple       | 91.46     |
| 205-205-56240                          | TELEPHONE                | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461         | 27.44     |
| 205-205-56250                          | REFUSE                   | U & I SANITATION           | 10/20/20     | 8670-354       | 42.50     |
| 205-205-57200-20082                    | CAPITAL-LAND & BUILDINGS | KIRKHAM MICHAEL & ASSOCIAT | 10/09/20     | EST NO 8       | 6,200.53  |
| 205-205-57300-20084                    | CAPITAL-NEW CONSTRUCTION | ACE HARDWARE & GARDEN CNT  | 10/27/20     | 172878/5       | 21.57     |
| 205-205-57300-20084                    | CAPITAL-NEW CONSTRUCTION | KELLY SUPPLY COMPANY       | 10/28/20     | SI2256503-0    | 331.62    |
| 205-205-57300-20084                    | CAPITAL-NEW CONSTRUCTION | LINCOLN WINWATER WORKS     | 10/23/20     | 072846 01      | 493.22    |
| Total For Dept 205 AIRPORT             |                          |                            |              |                | 9,017.20  |
| Total For Fund 205 AIRPORT             |                          |                            |              |                | 9,017.20  |
| Fund 211 1/2 CENT SALES TAX            |                          |                            |              |                |           |
| Dept 211 1/2 CENT SALES TAX            |                          |                            |              |                |           |
| 211-211-57550-20088                    | CAPITAL-CAPITAL IMPROVE  | NEBRASKA SURVEY REPOSITORY | 10/23/20     | 102320ENG      | 5.88      |
| 211-211-57550-20088                    | CAPITAL-CAPITAL IMPROVE  | POLICE FACILITY DESIGN GRC | 10/23/20     | Multiple       | 41,566.77 |
| Total For Dept 211 1/2 CENT SALES TAX  |                          |                            |              |                | 41,572.65 |
| Total For Fund 211 1/2 CENT SALES TAX  |                          |                            |              |                | 41,572.65 |

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|--|---------------------------|----------------------------|--------------|------------------|-----------|
| Fund 220 COMMUNICATIONS - E911               |                           |                            |              |                  |           |
| Dept 220 E911                                |                           |                            |              |                  |           |
| 220-220-56010                                | SUPPLIES                  | SHEVLIN SUPPLY             | 10/16/20     | 4823             | 82.89     |
| 220-220-56020                                | OFFICE SUPPLIES           | OFFICENET                  | 10/15/20     | 947835-0         | 82.41     |
| 220-220-56240                                | TELEPHONE                 | DAS STATE ACCOUNTING       | 10/22/20     | 1241492          | 959.00    |
| 220-220-56240                                | TELEPHONE                 | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461           | 9.15      |
| 220-220-56250                                | REFUSE                    | U & I SANITATION           | 10/20/20     | 8670-354         | 42.50     |
| 220-220-57510-20112                          | CAPITAL-EQUIPMENT         | TRITECH SOFTWARE SYSTEMS   | 10/01/20     | 294318           | 79,360.80 |
| Total For Dept 220 E911                      |                           |                            |              |                  | 80,536.75 |
| Total For Fund 220 COMMUNICATIONS - E911     |                           |                            |              |                  | 80,536.75 |
| Fund 240 HOUSING REHAB & LOANS               |                           |                            |              |                  |           |
| Dept 243 CDBG REVOLVING REHAB LOAN           |                           |                            |              |                  |           |
| 240-243-56780                                | HOUSING LOANS & ADMIN     | NORTHEAST NEBRASKA ECONOMI | 10/21/20     | 21657            | 120.00    |
| Total For Dept 243 CDBG REVOLVING REHAB LOAN |                           |                            |              |                  | 120.00    |
| Dept 245 CDBG GRANTS                         |                           |                            |              |                  |           |
| 240-245-56780                                | HOUSING LOANS & ADMIN     | GLUR'S TAVERN              | 10/22/20     | 19-DTR-101 DD10A | 507.15    |
| 240-245-56780                                | HOUSING LOANS & ADMIN     | NORTHEAST NEBRASKA ECONOMI | 10/19/20     | 21639            | 810.00    |
| 240-245-56780                                | HOUSING LOANS & ADMIN     | TWELVE AND TWELVE CORPORA  | 10/22/20     | 19-DTR-101 DD10B | 6,080.00  |
| Total For Dept 245 CDBG GRANTS               |                           |                            |              |                  | 7,397.15  |
| Total For Fund 240 HOUSING REHAB & LOANS     |                           |                            |              |                  | 7,517.15  |
| Fund 500 UTILITY SERVICE                     |                           |                            |              |                  |           |
| Dept 000                                     |                           |                            |              |                  |           |
| 500-000-20100                                | SSX-1                     | DANIELS ALAN               | 10/26/20     | Multiple         | 99.55     |
| Total For Dept 000                           |                           |                            |              |                  | 99.55     |
| Dept 500 WASTEWATER COLLECTION               |                           |                            |              |                  |           |
| 500-500-52800                                | UNIFORMS                  | JACKSON SERVICES INC       | 10/22/20     | 4410427          | 133.32    |
| 500-500-54320                                | EQUIPMENT MAINTENANCE     | ELECTRIC PUMP INC          | 10/14/20     | 0889278-IN       | 3,130.99  |
| 500-500-54330                                | VEHICLE MAINTENANCE       | O'REILLY AUTOMOTIVE INC    | 10/21/20     | Multiple         | 32.36     |
| 500-500-54390                                | SYSTEM MAINTENANCE        | CENTRAL SAND & GRAVEL CO   | 10/06/20     | 195199           | 147.54    |
| 500-500-54390                                | SYSTEM MAINTENANCE        | MENARDS                    | 10/14/20     | 27252            | 48.99     |
| 500-500-56010                                | SUPPLIES                  | MENARDS                    | 10/13/20     | 27173            | 4.49      |
| 500-500-56020                                | OFFICE SUPPLIES           | OFFICENET                  | 10/26/20     | 948435-0         | 56.09     |
| 500-500-56030                                | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC       | 10/22/20     | 4410428          | 12.50     |
| 500-500-56030                                | CLEANING SUPPLIES/SERVICE | MENARDS                    | 10/15/20     | 27296            | 31.00     |
| 500-500-56060                                | CHEMICALS                 | MID-AMERICAN RESEARCH      | 10/16/20     | 0714934-IN       | 1,842.00  |
| 500-500-56240                                | TELEPHONE                 | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461           | 36.59     |
| Total For Dept 500 WASTEWATER COLLECTION     |                           |                            |              |                  | 5,475.87  |
| Dept 501 WASTEWATER TREATMENT FAC            |                           |                            |              |                  |           |
| 500-501-52800                                | UNIFORMS                  | JACKSON SERVICES INC       | 10/15/20     | Multiple         | 181.62    |
| 500-501-54320                                | EQUIPMENT MAINTENANCE     | BOMGAARS                   | 09/17/20     | 35687662         | 59.80     |
| 500-501-54320                                | EQUIPMENT MAINTENANCE     | CENTRAL PARTS & MACHINE    | 10/13/20     | 2827 001-415980  | 624.30    |
| 500-501-54320                                | EQUIPMENT MAINTENANCE     | UV DOCTOR LAMPS LLC        | 10/13/20     | 13798            | 1,694.91  |
| 500-501-56010                                | SUPPLIES                  | MENARDS                    | 10/21/20     | 27613            | 73.02     |
| 500-501-56010                                | SUPPLIES                  | NEBRASKA-IOWA INDUSTRIAL   | 10/21/20     | 6005273          | 36.12     |
| 500-501-56030                                | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC       | 10/22/20     | Multiple         | 20.31     |
| 500-501-56060                                | CHEMICALS                 | PETE LIEN & SONS INC.      | 10/20/20     | 20POS/117099 REV | 5,598.93  |
| 500-501-56240                                | TELEPHONE                 | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461           | 45.74     |
| Total For Dept 501 WASTEWATER TREATMENT FAC  |                           |                            |              |                  | 8,334.75  |

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|-------------------------------|---------------------------|----------------------------|--------------|---------------------------------------|-----------|
| Fund 500 UTILITY SERVICE      |                           |                            |              |                                       |           |
|                               |                           |                            |              | Total For Fund 500 UTILITY SERVICE    | 13,910.17 |
| Fund 520 WATER                |                           |                            |              |                                       |           |
| Dept 000                      |                           |                            |              |                                       |           |
| 520-000-20100                 | WAM-41                    | DANIELS ALAN               | 10/26/20     | Multiple                              | 109.48    |
|                               |                           |                            |              | Total For Dept 000                    | 109.48    |
| Dept 520 WATER                |                           |                            |              |                                       |           |
| 520-520-52700                 | TRAINING AND TUITION      | CENTRAL COMMUNITY COLLEGE  | 10/09/20     | Multiple                              | 510.00    |
| 520-520-52800                 | UNIFORMS                  | JACKSON SERVICES INC       | 10/20/20     | 4408612                               | 55.10     |
| 520-520-54310                 | BUILDING MAINTENANCE      | ACE HARDWARE & GARDEN CNT  | 10/16/20     | 172631/5                              | 7.48      |
| 520-520-54310                 | BUILDING MAINTENANCE      | ELECTRICAL ENGINEERING &   | 10/12/20     | 6924167-00                            | 35.14     |
| 520-520-54310                 | BUILDING MAINTENANCE      | JACKSON SERVICES INC       | 10/20/20     | 4408612                               | 9.12      |
| 520-520-54310                 | BUILDING MAINTENANCE      | MENARDS                    | 10/13/20     | Multiple                              | 35.13     |
| 520-520-54320                 | EQUIPMENT MAINTENANCE     | CORE & MAIN LP             | 10/27/20     | N178979                               | 184.95    |
| 520-520-54330                 | VEHICLE MAINTENANCE       | O'REILLY AUTOMOTIVE INC    | 10/21/20     | 0681-475853                           | 25.37     |
| 520-520-54390                 | SYSTEM MAINTENANCE        | BEARD-WARREN HEATING &     | 10/13/20     | 071466                                | 71.29     |
| 520-520-54390                 | SYSTEM MAINTENANCE        | BOMGAARS                   | 10/07/20     | 35695475                              | 10.13     |
| 520-520-54390                 | SYSTEM MAINTENANCE        | CENTRAL SAND & GRAVEL CO   | 10/06/20     | 195199                                | 147.54    |
| 520-520-54390                 | SYSTEM MAINTENANCE        | FASTENAL COMPANY           | 10/14/20     | NECOL227926                           | 36.34     |
| 520-520-54390                 | SYSTEM MAINTENANCE        | GEHRING CONSTRUCTION &     | 10/15/20     | 51182                                 | 645.00    |
| 520-520-55640                 | COMPLIANCE TESTING        | NEBRASKA PUBLIC HEALTH     | 10/13/20     | 532570                                | 1,245.50  |
| 520-520-56010                 | SUPPLIES                  | MENARDS                    | 10/13/20     | 27173                                 | 4.49      |
| 520-520-56020                 | OFFICE SUPPLIES           | OFFICENET                  | 10/22/20     | Multiple                              | 91.49     |
| 520-520-56030                 | CLEANING SUPPLIES/SERVICE | ACE HARDWARE & GARDEN CNT  | 10/22/20     | 172747/5                              | 7.48      |
| 520-520-56030                 | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC       | 10/22/20     | 4410426                               | 34.97     |
| 520-520-56030                 | CLEANING SUPPLIES/SERVICE | MENARDS                    | 10/15/20     | 27296                                 | 31.00     |
| 520-520-56060                 | CHEMICALS                 | HAWKINS INC                | 10/21/20     | Multiple                              | 4,065.85  |
| 520-520-56090                 | SMALL TOOLS               | MENARDS                    | 10/13/20     | 27168                                 | 8.99      |
| 520-520-56240                 | TELEPHONE                 | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461                                | 100.63    |
|                               |                           |                            |              | Total For Dept 520 WATER              | 7,362.99  |
|                               |                           |                            |              | Total For Fund 520 WATER              | 7,472.47  |
| Fund 560 STORMWATER UTILITY   |                           |                            |              |                                       |           |
| Dept 000                      |                           |                            |              |                                       |           |
| 560-000-20100                 | SXF-1                     | DANIELS ALAN               | 10/26/20     | Multiple                              | 20.83     |
|                               |                           |                            |              | Total For Dept 000                    | 20.83     |
|                               |                           |                            |              | Total For Fund 560 STORMWATER UTILITY | 20.83     |
| Fund 570 SOLID WASTE DIVISION |                           |                            |              |                                       |           |
| Dept 000                      |                           |                            |              |                                       |           |
| 570-000-20100                 | SWD-1                     | DANIELS ALAN               | 10/26/20     | Multiple                              | 12.13     |
|                               |                           |                            |              | Total For Dept 000                    | 12.13     |
| Dept 570 TRANSFER STATION     |                           |                            |              |                                       |           |
| 570-570-52800                 | UNIFORMS                  | JACKSON SERVICES INC       | 10/22/20     | Multiple                              | 208.97    |
| 570-570-53400                 | COMPUTER SUPPORT/MAINT    | CAROLINA SOFTWARE          | 10/12/20     | 77496                                 | 605.95    |
| 570-570-54310                 | BUILDING MAINTENANCE      | DOHMEN GARAGE DOOR INC     | 10/19/20     | 4883                                  | 180.00    |
| 570-570-54320                 | EQUIPMENT MAINTENANCE     | MATHESON-LINWELD           | 10/16/20     | 91287 22463734                        | 48.01     |
| 570-570-54330                 | VEHICLE MAINTENANCE       | ADVANCE AUTO PARTS         | 10/15/20     | 5606028965765                         | 114.06    |
| 570-570-54330                 | VEHICLE MAINTENANCE       | TIRE OUTLET INC            | 10/13/20     | Multiple                              | 450.00    |
| 570-570-54330                 | VEHICLE MAINTENANCE       | TRUCK CENTER COMPANIES     | 10/09/20     | 222676J                               | 63.10     |

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| Fund 570 SOLID WASTE DIVISION           |                           |                            |              |          |          |
| Dept 570 TRANSFER STATION               |                           |                            |              |          |          |
| 570-570-56030                           | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC       | 10/15/20     | 4406048  | 30.57    |
| 570-570-56050                           | FUEL                      | SAPP BROS PETROLEUM INC    | 10/12/20     | Multiple | 4,685.37 |
| 570-570-56240                           | TELEPHONE                 | GREAT PLAINS COMMUNICATION | 10/16/20     | 139461   | 27.44    |
| Total For Dept 570 TRANSFER STATION     |                           |                            |              |          | 6,413.47 |
| Total For Fund 570 SOLID WASTE DIVISION |                           |                            |              |          | 6,425.60 |

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|-----------------------------------|---------------------|----------|--------------------------------|---------|------------|
| Fund Totals:                      |                     |          |                                |         |            |
|                                   |                     | Fund 100 | GENERAL FUND                   |         | 47,941.69  |
|                                   |                     | Fund 200 | STREETS/ENGINEERING            |         | 78,788.74  |
|                                   |                     | Fund 205 | AIRPORT                        |         | 9,017.20   |
|                                   |                     | Fund 211 | 1/2 CENT SALES TAX             |         | 41,572.65  |
|                                   |                     | Fund 220 | COMMUNICATIONS - E911          |         | 80,536.75  |
|                                   |                     | Fund 240 | HOUSING REHAB & LOANS          |         | 7,517.15   |
|                                   |                     | Fund 500 | UTILITY SERVICE                |         | 13,910.17  |
|                                   |                     | Fund 520 | WATER                          |         | 7,472.47   |
|                                   |                     | Fund 560 | STORMWATER UTILITY             |         | 20.83      |
|                                   |                     | Fund 570 | SOLID WASTE DIVISION           |         | 6,425.60   |
| Total For All Funds:              |                     |          |                                |         | 293,203.25 |
| --- TOTALS BY GL DISTRIBUTION --- |                     |          |                                |         |            |
|                                   | 100-100-53200       |          | PROFESSIONAL SERVICES          |         | 1,900.00   |
|                                   | 100-100-54310       |          | BUILDING MAINTENANCE           |         | 326.69     |
|                                   | 100-100-55900       |          | MISCELLANEOUS                  |         | 901.86     |
|                                   | 100-100-56010       |          | SUPPLIES                       |         | 229.15     |
|                                   | 100-100-56020       |          | OFFICE SUPPLIES                |         | 405.51     |
|                                   | 100-100-56240       |          | TELEPHONE                      |         | 185.52     |
|                                   | 100-100-56650       |          | MEMBERSHIP DUES                |         | 15,000.00  |
|                                   | 100-102-54330       |          | VEHICLE MAINTENANCE            |         | 230.00     |
|                                   | 100-102-55950       |          | COVID-19 EXPENSES              |         | 14.78      |
|                                   | 100-102-56010       |          | SUPPLIES                       |         | 19.28      |
|                                   | 100-102-56030       |          | CLEANING SUPPLIES/SERVICE      |         | 36.51      |
|                                   | 100-102-56240       |          | TELEPHONE                      |         | 18.30      |
|                                   | 100-103-54310-III-B |          | BUILDING & GROUNDS MAINT       |         | 10.38      |
|                                   | 100-103-55900       |          | MISCELLANEOUS                  |         | 49.43      |
|                                   | 100-103-56010-III-C |          | SUPPLIES                       |         | 14.10      |
|                                   | 100-103-56240-III-B |          | TELEPHONE                      |         | 22.87      |
|                                   | 100-103-56240-III-C |          | TELEPHONE                      |         | 22.87      |
|                                   | 100-103-56300-III-C |          | FOOD COSTS                     |         | 85.64      |
|                                   | 100-105-56240       |          | TELEPHONE                      |         | 45.74      |
|                                   | 100-106-56240       |          | TELEPHONE                      |         | 36.59      |
|                                   | 100-108-56240       |          | TELEPHONE                      |         | 9.15       |
|                                   | 100-110-52700       |          | TRAINING AND TUITION           |         | 72.00      |
|                                   | 100-110-52710       |          | EMPLOYEE RECRUITMENT/RETENTION |         | 40.00      |
|                                   | 100-110-52800       |          | UNIFORMS                       |         | 411.89     |
|                                   | 100-110-52810       |          | UNIFORMS-QUARTERMASTER         |         | 1,013.88   |
|                                   | 100-110-53200       |          | PROFESSIONAL SERVICES          |         | 178.00     |
|                                   | 100-110-54310       |          | BUILDING MAINTENANCE           |         | 163.75     |
|                                   | 100-110-54320       |          | EQUIPMENT MAINTENANCE          |         | 243.69     |
|                                   | 100-110-54330       |          | VEHICLE MAINTENANCE            |         | 36.82      |
|                                   | 100-110-56010       |          | SUPPLIES                       |         | 406.35     |
|                                   | 100-110-56050       |          | FUEL                           |         | 2,491.95   |
|                                   | 100-110-56240       |          | TELEPHONE                      |         | 585.33     |
|                                   | 100-110-57200-20014 |          | CAPITAL-LAND & BUILDINGS       |         | 5.87       |
|                                   | 100-120-52700       |          | TRAINING AND TUITION           |         | 12.20      |
|                                   | 100-120-54310       |          | BUILDING MAINTENANCE           |         | 248.33     |
|                                   | 100-120-54320       |          | EQUIPMENT MAINTENANCE          |         | 16.73      |
|                                   | 100-120-54330       |          | VEHICLE MAINTENANCE            |         | 956.22     |
|                                   | 100-120-56010       |          | SUPPLIES                       |         | 325.26     |
|                                   | 100-120-56020       |          | OFFICE SUPPLIES                |         | 186.13     |
|                                   | 100-120-56030       |          | CLEANING SUPPLIES/SERVICE      |         | 154.40     |
|                                   | 100-120-56040       |          | POSTAGE AND FREIGHT            |         | 60.90      |
|                                   | 100-120-56240       |          | TELEPHONE                      |         | 309.39     |
|                                   | 100-121-52700       |          | TRAINING AND TUITION           |         | 12.20      |

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|           |                   | 100-121-54310       |              | BUILDING MAINTENANCE           | 47.00    |
|           |                   | 100-121-54320       |              | EQUIPMENT MAINTENANCE          | 16.74    |
|           |                   | 100-121-56010       |              | SUPPLIES                       | 3,289.63 |
|           |                   | 100-121-56020       |              | OFFICE SUPPLIES                | 8.15     |
|           |                   | 100-121-56030       |              | CLEANING SUPPLIES/SERVICE      | 1,052.15 |
|           |                   | 100-121-56050       |              | FUEL                           | 82.02    |
|           |                   | 100-121-56240       |              | TELEPHONE                      | 7.50     |
|           |                   | 100-125-56360       |              | DEPARTMENT EXPENSES            | 632.93   |
|           |                   | 100-125-56650       |              | MEMBERSHIP DUES                | 951.00   |
|           |                   | 100-130-52710       |              | EMPLOYEE RECRUITMENT/RETENTION | 50.00    |
|           |                   | 100-130-54310       |              | BUILDING MAINTENANCE           | 33.99    |
|           |                   | 100-130-55400       |              | ADVERTISING AND PROMOTION      | 152.00   |
|           |                   | 100-130-55950       |              | COVID-19 EXPENSES              | 29.88    |
|           |                   | 100-130-56010-BUILD |              | SUPPLIES                       | 13.89    |
|           |                   | 100-130-56030       |              | CLEANING SUPPLIES/SERVICE      | 3.85     |
|           |                   | 100-130-56240       |              | TELEPHONE                      | 210.13   |
|           |                   | 100-130-56250       |              | REFUSE                         | 50.00    |
|           |                   | 100-130-56400-ADULT |              | PROGRAMS                       | 69.76    |
|           |                   | 100-130-56400-CHILD |              | PROGRAMS                       | 19.77    |
|           |                   | 100-130-56400-YASCH |              | PROGRAMS                       | 19.77    |
|           |                   | 100-130-56410-ADULT |              | BOOKS AND PUBLICATIONS         | 2,421.98 |
|           |                   | 100-130-56410-CHILD |              | BOOKS AND PUBLICATIONS         | 19.86    |
|           |                   | 100-130-56410-SUBSC |              | BOOKS AND PUBLICATIONS         | 2,100.00 |
|           |                   | 100-130-56410-YOUNG |              | BOOKS AND PUBLICATIONS         | 621.30   |
|           |                   | 100-140-44510       |              | CEMETERY-LOTS                  | 200.00   |
|           |                   | 100-140-54320       |              | EQUIPMENT MAINTENANCE          | 440.96   |
|           |                   | 100-140-55930       |              | REFUNDS                        | 400.00   |
|           |                   | 100-140-56240       |              | TELEPHONE                      | 9.15     |
|           |                   | 100-145-53400       |              | COMPUTER SUPPORT/MAINT         | 821.50   |
|           |                   | 100-145-54330       |              | VEHICLE MAINTENANCE            | 28.47    |
|           |                   | 100-145-56240       |              | TELEPHONE                      | 45.74    |
|           |                   | 100-150-52700       |              | TRAINING AND TUITION           | 31.00    |
|           |                   | 100-150-52800       |              | UNIFORMS                       | 32.90    |
|           |                   | 100-150-54310       |              | BUILDING MAINTENANCE           | 247.70   |
|           |                   | 100-150-54320       |              | EQUIPMENT MAINTENANCE          | 456.62   |
|           |                   | 100-150-56010       |              | SUPPLIES                       | 1,013.07 |
|           |                   | 100-150-56220       |              | ELECTRICITY                    | 33.10    |
|           |                   | 100-150-56240       |              | TELEPHONE                      | 36.59    |
|           |                   | 100-151-53400       |              | COMPUTER SUPPORT/MAINT         | 14.03    |
|           |                   | 100-151-54310       |              | BUILDING MAINTENANCE           | 186.31   |
|           |                   | 100-151-54320       |              | EQUIPMENT MAINTENANCE          | 289.98   |
|           |                   | 100-151-56010       |              | SUPPLIES                       | 17.18    |
|           |                   | 100-151-56240       |              | TELEPHONE                      | 18.30    |
|           |                   | 100-152-52700       |              | TRAINING AND TUITION           | 75.00    |
|           |                   | 100-152-54310       |              | BUILDING MAINTENANCE           | 68.99    |
|           |                   | 100-152-54320       |              | EQUIPMENT MAINTENANCE          | 64.88    |
|           |                   | 100-152-56010       |              | SUPPLIES                       | 43.96    |
|           |                   | 100-152-56030       |              | CLEANING SUPPLIES/SERVICE      | 183.99   |
|           |                   | 100-152-56240       |              | TELEPHONE                      | 18.30    |
|           |                   | 100-155-54320       |              | EQUIPMENT MAINTENANCE          | 225.90   |
|           |                   | 100-155-56010       |              | SUPPLIES                       | 19.16    |
|           |                   | 100-155-56060       |              | CHEMICALS                      | 1,122.00 |
|           |                   | 100-155-56240       |              | TELEPHONE                      | 27.44    |
|           |                   | 100-156-54310       |              | BUILDING MAINTENANCE           | 100.00   |
|           |                   | 100-156-55400       |              | ADVERTISING AND PROMOTION      | 875.00   |
|           |                   | 100-156-56010       |              | SUPPLIES                       | 66.97    |
|           |                   | 100-156-56050       |              | FUEL                           | 1,255.36 |
|           |                   | 100-156-56240       |              | TELEPHONE                      | 73.18    |
|           |                   | 200-200-52800       |              | UNIFORMS                       | 590.64   |

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 11/03/2020 - 11/03/2020  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor              | Invoice Date | Invoice                   | Amount    |
|-----------|-------------------|---------------------|--------------|---------------------------|-----------|
|           |                   | 200-200-54320       |              | EQUIPMENT MAINTENANCE     | 2,516.69  |
|           |                   | 200-200-54330       |              | VEHICLE MAINTENANCE       | 1,015.22  |
|           |                   | 200-200-54450       |              | STREET MAINTENANCE        | 853.90    |
|           |                   | 200-200-56010       |              | SUPPLIES                  | 417.35    |
|           |                   | 200-200-56050       |              | FUEL                      | 8,160.62  |
|           |                   | 200-200-56120       |              | TRAFFIC SIGNS             | 1,149.81  |
|           |                   | 200-200-56240       |              | TELEPHONE                 | 36.59     |
|           |                   | 200-200-57300-20069 |              | CAPITAL-NEW CONSTRUCTION  | 303.92    |
|           |                   | 200-200-57300-20070 |              | CAPITAL-NEW CONSTRUCTION  | 63,744.00 |
|           |                   | 205-205-54310       |              | BUILDING MAINTENANCE      | 1,766.86  |
|           |                   | 205-205-54320       |              | EQUIPMENT MAINTENANCE     | 42.00     |
|           |                   | 205-205-56010       |              | SUPPLIES                  | 91.46     |
|           |                   | 205-205-56240       |              | TELEPHONE                 | 27.44     |
|           |                   | 205-205-56250       |              | REFUSE                    | 42.50     |
|           |                   | 205-205-57200-20082 |              | CAPITAL-LAND & BUILDINGS  | 6,200.53  |
|           |                   | 205-205-57300-20084 |              | CAPITAL-NEW CONSTRUCTION  | 846.41    |
|           |                   | 211-211-57550-20088 |              | CAPITAL-CAPITAL IMPROVE   | 41,572.65 |
|           |                   | 220-220-56010       |              | SUPPLIES                  | 82.89     |
|           |                   | 220-220-56020       |              | OFFICE SUPPLIES           | 82.41     |
|           |                   | 220-220-56240       |              | TELEPHONE                 | 968.15    |
|           |                   | 220-220-56250       |              | REFUSE                    | 42.50     |
|           |                   | 220-220-57510-20112 |              | CAPITAL-EQUIPMENT         | 79,360.80 |
|           |                   | 240-243-56780       |              | HOUSING LOANS & ADMIN     | 120.00    |
|           |                   | 240-245-56780       |              | HOUSING LOANS & ADMIN     | 7,397.15  |
|           |                   | 500-000-20100       |              | SSX-1                     | 99.55     |
|           |                   | 500-500-52800       |              | UNIFORMS                  | 133.32    |
|           |                   | 500-500-54320       |              | EQUIPMENT MAINTENANCE     | 3,130.99  |
|           |                   | 500-500-54330       |              | VEHICLE MAINTENANCE       | 32.36     |
|           |                   | 500-500-54390       |              | SYSTEM MAINTENANCE        | 196.53    |
|           |                   | 500-500-56010       |              | SUPPLIES                  | 4.49      |
|           |                   | 500-500-56020       |              | OFFICE SUPPLIES           | 56.09     |
|           |                   | 500-500-56030       |              | CLEANING SUPPLIES/SERVICE | 43.50     |
|           |                   | 500-500-56060       |              | CHEMICALS                 | 1,842.00  |
|           |                   | 500-500-56240       |              | TELEPHONE                 | 36.59     |
|           |                   | 500-501-52800       |              | UNIFORMS                  | 181.62    |
|           |                   | 500-501-54320       |              | EQUIPMENT MAINTENANCE     | 2,379.01  |
|           |                   | 500-501-56010       |              | SUPPLIES                  | 109.14    |
|           |                   | 500-501-56030       |              | CLEANING SUPPLIES/SERVICE | 20.31     |
|           |                   | 500-501-56060       |              | CHEMICALS                 | 5,598.93  |
|           |                   | 500-501-56240       |              | TELEPHONE                 | 45.74     |
|           |                   | 520-000-20100       |              | WAM-41                    | 109.48    |
|           |                   | 520-520-52700       |              | TRAINING AND TUITION      | 510.00    |
|           |                   | 520-520-52800       |              | UNIFORMS                  | 55.10     |
|           |                   | 520-520-54310       |              | BUILDING MAINTENANCE      | 86.87     |
|           |                   | 520-520-54320       |              | EQUIPMENT MAINTENANCE     | 184.95    |
|           |                   | 520-520-54330       |              | VEHICLE MAINTENANCE       | 25.37     |
|           |                   | 520-520-54390       |              | SYSTEM MAINTENANCE        | 910.30    |
|           |                   | 520-520-55640       |              | COMPLIANCE TESTING        | 1,245.50  |
|           |                   | 520-520-56010       |              | SUPPLIES                  | 4.49      |
|           |                   | 520-520-56020       |              | OFFICE SUPPLIES           | 91.49     |
|           |                   | 520-520-56030       |              | CLEANING SUPPLIES/SERVICE | 73.45     |
|           |                   | 520-520-56060       |              | CHEMICALS                 | 4,065.85  |
|           |                   | 520-520-56090       |              | SMALL TOOLS               | 8.99      |
|           |                   | 520-520-56240       |              | TELEPHONE                 | 100.63    |
|           |                   | 560-000-20100       |              | SXF-1                     | 20.83     |
|           |                   | 570-000-20100       |              | SWD-1                     | 12.13     |
|           |                   | 570-570-52800       |              | UNIFORMS                  | 208.97    |
|           |                   | 570-570-53400       |              | COMPUTER SUPPORT/MAINT    | 605.95    |
|           |                   | 570-570-54310       |              | BUILDING MAINTENANCE      | 180.00    |

10/30/2020 11:49 AM  
User: PATTY.LASKA  
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
EXP CHECK RUN DATES 11/03/2020 - 11/03/2020  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor        | Invoice Date | Invoice                   | Amount   |
|-----------|-------------------|---------------|--------------|---------------------------|----------|
|           |                   | 570-570-54320 |              | EQUIPMENT MAINTENANCE     | 48.01    |
|           |                   | 570-570-54330 |              | VEHICLE MAINTENANCE       | 627.16   |
|           |                   | 570-570-56030 |              | CLEANING SUPPLIES/SERVICE | 30.57    |
|           |                   | 570-570-56050 |              | FUEL                      | 4,685.37 |
|           |                   | 570-570-56240 |              | TELEPHONE                 | 27.44    |

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 11/03/2020 - 11/03/2020  
 UNJOURNALIZED

OPEN  
 CLAIMS \$5,000 - \$10,000

| Inv Ref#                          | Vendor                        | Inv Date   | Due Date   | Inv Amt  | Amt Due   | Status    | Jrnlized |
|-----------------------------------|-------------------------------|------------|------------|----------|-----------|-----------|----------|
| 55077                             | KIRKHAM MICHAEL & ASSOCIATES  | 10/09/2020 | 11/03/2020 | 6,200.53 | 6,200.53  | Open      | N        |
| 55154                             | PETE LIEN & SONS INC.         | 10/20/2020 | 11/03/2020 | 5,598.93 | 5,598.93  | Open      | N        |
| 55344                             | SAPP BROS PETROLEUM INC       | 10/19/2020 | 11/03/2020 | 5,169.00 | 5,169.00  | Open      | N        |
| 55360                             | TWELVE AND TWELVE CORPORATION | 10/22/2020 | 11/03/2020 | 6,080.00 | 6,080.00  | Open      | N        |
| # of Invoices:                    | 4                             | # Due:     | 4          | Totals:  | 23,048.46 | 23,048.46 |          |
| # of Credit Memos:                | 0                             | # Due:     | 0          | Totals:  | 0.00      | 0.00      |          |
| Net of Invoices and Credit Memos: |                               |            |            |          | 23,048.46 | 23,048.46 |          |

--- TOTALS BY FUND ---

|                             |          |          |
|-----------------------------|----------|----------|
| 200 - STREETS/ENGINEERING   | 5,169.00 | 5,169.00 |
| 205 - AIRPORT               | 6,200.53 | 6,200.53 |
| 240 - HOUSING REHAB & LOANS | 6,080.00 | 6,080.00 |
| 500 - UTILITY SERVICE       | 5,598.93 | 5,598.93 |

--- TOTALS BY DEPT/ACTIVITY ---

|                                |          |          |
|--------------------------------|----------|----------|
| 200 - STREETS                  | 5,169.00 | 5,169.00 |
| 205 - AIRPORT                  | 6,200.53 | 6,200.53 |
| 245 - CDBG GRANTS              | 6,080.00 | 6,080.00 |
| 501 - WASTEWATER TREATMENT FAC | 5,598.93 | 5,598.93 |

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

6. **SPECIAL PRESENTATIONS - None**

7. **PUBLIC HEARINGS**

A. Public hearing - Second hearing on application to Nebraska Department of Economic Development for Community Development Block Grant No. 16-CD-101 for community development activities.

## **NOTICE OF 2ND PUBLIC HEARING FOR COMMUNITY DEVELOPMENT BLOCK GRANT 16-CD-101**

---

NOTICE IS HEREBY GIVEN that at 7:00 p.m. on November 2, 2020 in the City of Columbus Council Chambers, 1369 25th Avenue, the City of Columbus will hold a second public hearing concerning 16-CD-101 Community Development Block Grant (CDBG) which was awarded to the City by the Nebraska Department of Economic Development. These CDBG grants are available to local governments for community development activities. A second public hearing is required for each CDBG funded project to obtain citizen input, comments, or opinions with regard to the program performance.

For 16-CD-101, the City of Columbus was awarded \$350,000 in CDBG Comprehensive Revitalization funds for improvements in defined low-to-moderate income residential neighborhoods, including the continuation of existing purchase, rehabilitation, and resale housing program and infrastructure improvements. As of October 19th, 2020, \$193,500 was used for housing purchase/rehab/resale, \$11,400 for housing management, \$2,100 for lead-based paint, \$208,090.05 for street improvements, \$11,463 has been expended for general administration of the project and \$1,808.61 for construction management for a total project cost to-date of \$843,451.71. The City of Columbus provided \$275,000 in matching funds. All activities were conducted within the LMI target area. All CDBG funds will benefit low-to-moderate income persons in the community. No persons will be displaced as a result of this project.

The grant application will be available for public inspection at the Columbus City Office. All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding the grant application. Written testimony will also be accepted at the public hearing scheduled for 7:00 p.m. on November 2, 2020, at the City of Columbus Council Chambers, 1369 25th Avenue. Written comments addressed to Janelle Kline at PO Box 1677, Columbus, Nebraska, 68602 will be accepted if received by 4:00 PM on or before Monday November 2, 2020.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact Janelle Kline at PO Box 1677, Columbus, Nebraska, 68602 or at (402)562-4220 no later than October 29, 2020. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that a three day notice is received by the City of Columbus.

Publish: 10:22:20

Send bill and proof of publication to:

City of Columbus  
Attn: Renee Whiting  
PO Box 1677  
Columbus, NE 68602

Send 2<sup>nd</sup> proof of publication to:

Andrea Larson, Community Planning  
NENEDD  
111 South 1<sup>st</sup> Street  
Norfolk, NE 68701

**DATE:** October 27, 2020  
**TO:** City Administrator/Mayor  
**FROM:** Andrea Larson, NENEDD  
**SUBJECT:** 16-CD-101 2<sup>nd</sup> Public Hearing

**RECOMMENDATION:**

NENEDD recommends that the Columbus City Council open the 2<sup>nd</sup> public hearing for 16-CD-101 and then close the hearing after all comments have been received regarding the grant project.

**DISCUSSION:**

To comply with grant requirements, a second public hearing must be held to allow for citizen participation on projects. The grant being reviewed is 16-CD-101 which is a CDBG Comprehensive Development (CD) grant. The City of Columbus was awarded \$350,000 in CDBG Comprehensive Revitalization funds for improvements in defined low-to-moderate income residential neighborhoods, including the continuation of existing purchase, rehabilitation, and resale housing program and infrastructure improvements. All activities were conducted within the LMI target area. All CDBG funds will benefit low-to-moderate income persons in the community. No persons will be displaced as a result of this project.

**FISCAL IMPACT:**

As of October 19th, 2020, \$193,500 was used for housing purchase/rehab/resale, \$11,400 for housing management, \$2,100 for lead-based paint, \$208,090.05 for street improvements, \$11,463 has been expended for general administration of the project and \$1,808.61 for construction management for a total project cost to-date of \$843,451.71. The City of Columbus provided \$275,000 in matching funds.

**CONCURRENCE:**

**SIGNATURE:**

BY: Andrea Larson

APPROVED BY: 

- B. Public hearing - Consider authorization of acquisition of real estate in the area of 11 Street between 41 and 45 Avenues to be used for improvement of an existing public street.

## 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 November 2, 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 located in the SE1/4 SW1/4 Section 24 T17N, R1W of the 6<sup>th</sup> P.M., to the City of Columbus, Platte County, Nebraska to be used for improvement of an existing public street. Said real property interests to be acquired are as follows:

Ownership of the property legally described as:

A tract of land located in the SE1/4 SW1/4 Section 24 T17N, R1W of the 6<sup>th</sup> P.M., Platte County, Nebraska to the City of Columbus, Platte County, Nebraska, described as follows:

Commencing at the SE corner NE1/4 SW1/4 Section 24, T17N, R1W of the 6<sup>th</sup> P.M., Platte County, Nebraska and assuming the south line of said NE1/4 SW1/4 to have a bearing of N 89°56'08" E; thence S 00°25'13" W and on the east line SE1/4 SW1/4 said Section 24, 40.00 feet to the Point of Beginning; S 00°25'13" W and on the east line SE1/4 SW1/4 said section 24, 30.00 feet; thence S 89°56'08" W, 958.70 feet; thence northwesterly 44.90 feet, on a 889.72 foot radius curve concave northeasterly, with a chord bearing and distance of, (44.90 feet N 48°08'35" W); thence N89°56'08" E, 992.37 feet to the Point of Beginning containing 0.68 acres more or less.  
and

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

Dated this 23 day of October, 2020

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

Publish: 10:23:2020  
Two Affidavits of Publication

1. Resolution No. R20-109 authorizing acquisition of real estate to be used for improvement of existing public street.

DRAFT

RESOLUTION NO. R20- 109

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 A TRACT OF LAND LOCATED IN THE SE1/4 SW1/4 SECTION 24 T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, TO BE USED FOR IMPROVEMENT OF AN EXISTING PUBLIC STREET.

WHEREAS, the acquisition of land is needed for street improvement purposes; and

WHEREAS, ownership of the land to be acquired is generally in the area of 41 Avenue and 11 Street, and is legally described as follows: a tract of land located in the SE1/4 SW1/4 Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska, to the City of Columbus, Platte County, Nebraska, more particularly described as follows: commencing at the SE corner NE1/4 SW1/4 Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska, and assuming the south line of said NE1/4 SW1/4 to have a bearing of N 89°56'08" E, thence S 00°25'13" W and on the east line SE1/4 SW1/4 said Section 24, 40.00 feet to the point of beginning: S 00°25'13" W and on the east line SE1/4 SW1/4 said Section 24, 30.00 feet; thence S 89°56'08" W, 958.70 feet; thence northwesterly 44.90 feet, on a 889.72 foot radius curve concave northeasterly, with a chord bearing and distance of, (44.90 feet N 48°08'08" W); then N 89°56'08" E, 992.37 feet to the point of beginning, containing 0.68 acres more or less; and

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.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the City is authorized 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:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

The City of **Columbus**

**MEMORANDUM**

---

**DATE:** October 28, 2020  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Richard J. Bogus, City Engineer  
**RE:** Letter Agreement with UPRR on 11<sup>th</sup> Street Property Purchase

**RECOMMENDATION:**

Authorize the Mayor to sign the Letter Agreement for purchasing a Union Pacific Railroad (UPRR) tract of land for purposes of 11<sup>th</sup> Street Right-of-Way.

**DISCUSSION:**

Existing 11<sup>th</sup> Street right-of-way width is 40-feet and not large enough to accommodate a standard local roadway which is required for the adjacent EKEA Addition. A 30-foot wide UPRR tract of land will be purchased in obtain the needed right-of-way width. The approximate purchase area is 0.68 acres.

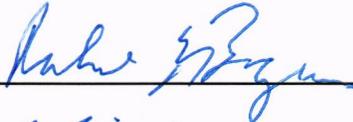
**FISCAL IMPACT:**

The cost of the purchase and closing is \$63,744.00. These costs will be included in an amended TIF by the CDA which will reimburse the City.

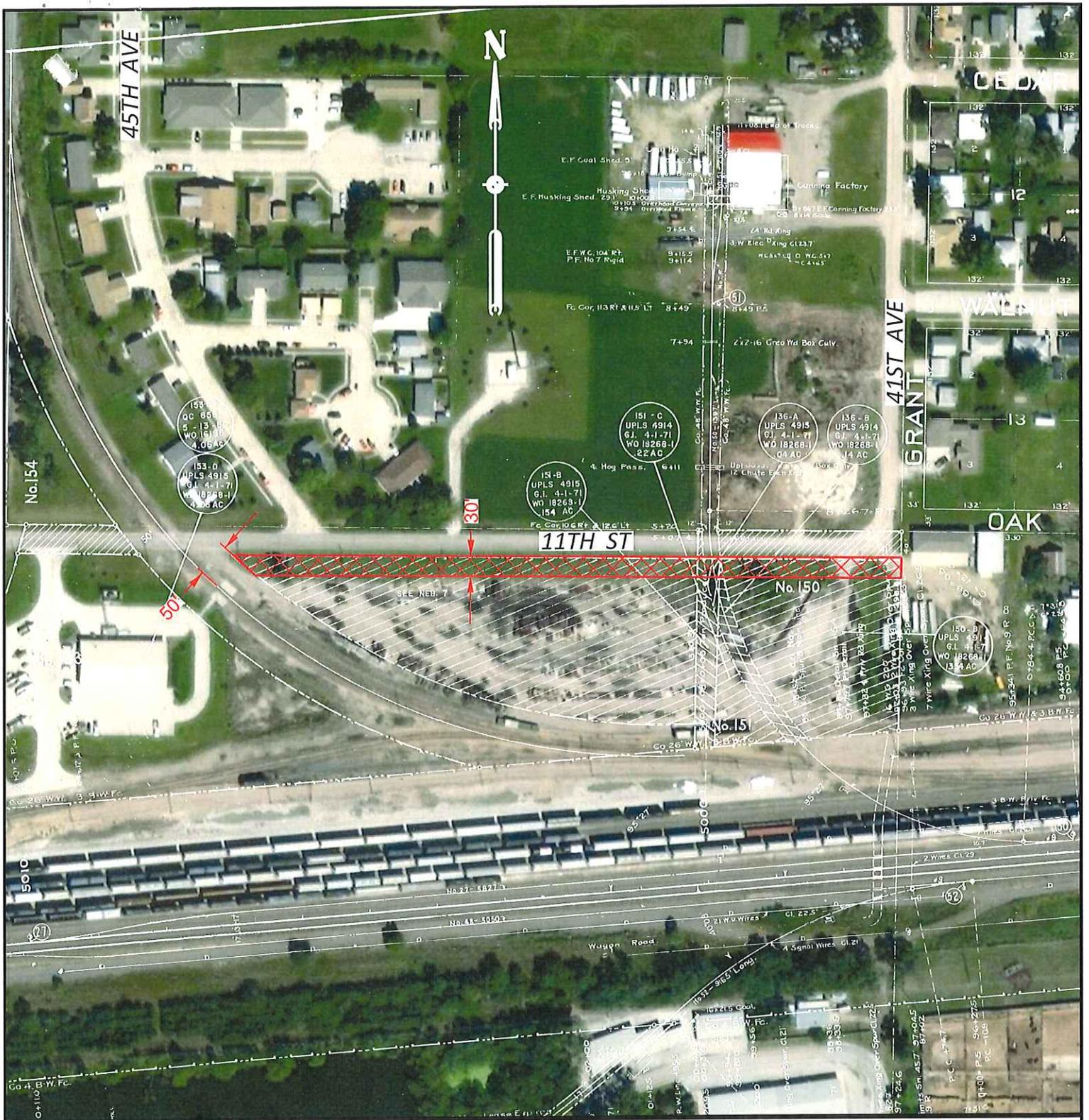
**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

By: 

Approved By: 



**LEGEND:**

SALE AREA ..... 

UPPRCO. R/W OUTLINED ..... 

SALE AREA = 0.68 ACRES +/-

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

EXHIBIT "A"

**UNION PACIFIC RAILROAD COMPANY**

COLUMBUS, PLATTE COUNTY, NEBRASKA

M.P. 85.5 - COLUMBUS SUB.

MAP UP V-3 / ST-1B

SCALE: 1" = 200'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 6-4-2020

PJB FILE: 0321306

|               |         |
|---------------|---------|
| CADD FILENAME | 0321306 |
|---------------|---------|

|               |   |
|---------------|---|
| SCAN FILENAME | X |
|---------------|---|

2. Resolution No. R20-110 approving purchase agreement with Union Pacific Railroad Company in the amount of \$63,123 for a portion of land to be used for improvement of existing public street.

# DRAFT

## RESOLUTION NO. R20-110

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PURCHASE AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY IN THE AMOUNT OF \$63,123 ALONG WITH THE CLOSING COSTS AND EXPENSES THE CITY IS OBLIGATED TO PAY FOR A PORTION OF LAND IN THE AREA OF 41 AVENUE AND 11 STREET TO BE USED FOR IMPROVEMENT OF AN EXISTING PUBLIC STREET LOCATED IN THE SE1/4 SW1/4 OF SECTION 24, T17N, R1W OF THE 6 P.M., PLATTE COUNTY, NEBRASKA, 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 portion of land to be used for improvement of an existing public street in the amount of \$63,123 along with the closing costs and expenses the City is obligated to pay to Union Pacific Railroad Company, a copy of the Purchase Agreement is attached hereto and incorporated herein by this reference; and

WHEREAS, the acquisition of said land is needed for public street improvement purposes; and

WHEREAS, the property to be acquired is generally in the SE1/4 SW1/4 Section 24 T17N, R1W of the 6th P.M., Platte County, Nebraska, the area of 41 Avenue and 11 Street, and is legally described as follows:

A tract of land located in the SE1/4 SW1/4 Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska, to the City of Columbus, Platte County, Nebraska, described as follows: commencing at the SE corner NE1/4 SW1/4 Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska, and assuming the south line of said NE1/4 SW1/4 to have a bearing of N 89°56'08" E, thence S 00°25'13" W and on the east line SE1/4 SW1/4 said Section 24, 40.00 feet to the point of beginning, S 00°25'13" W and on the east line SE1/4 SW1/4 said Section 24, 30.00 feet, thence S 89°56'08" W, 958.70 feet, thence northwesterly 44.90 feet, on a 889.72 foot radius curve concave northeasterly, with a chord bearing and distance of, (44.90 feet N 48°08'35" W); then N 89°56'08" E 992.37 feet to the point of beginning containing 0.68 acres more or less; and

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.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Purchase Agreement with Union Pacific Railroad Company for the real estate located in the SE1/4 SW1/4 of Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska, as was particularly described above, in the amount of \$63,123 along with the closing costs and expenses the City is obligated to pay for improvement of an existing street, 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:** October 28, 2020  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Richard J. Bogus, City Engineer  
**RE:** Letter Agreement with UPRR on 11<sup>th</sup> Street Property Purchase

**RECOMMENDATION:**

Authorize the Mayor to sign the Letter Agreement for purchasing a Union Pacific Railroad (UPRR) tract of land for purposes of 11<sup>th</sup> Street Right-of-Way.

**DISCUSSION:**

Existing 11<sup>th</sup> Street right-of-way width is 40-feet and not large enough to accommodate a standard local roadway which is required for the adjacent EKEA Addition. A 30-foot wide UPRR tract of land will be purchased in obtain the needed right-of-way width. The approximate purchase area is 0.68 acres.

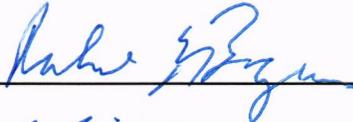
**FISCAL IMPACT:**

The cost of the purchase and closing is \$63,744.00. These costs will be included in an amended TIF by the CDA which will reimburse the City.

**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

By: 

Approved By: 



October 21, 2020  
Folder: 03213-06

**U.S. CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

TARA VASICEK  
CITY OF COLUMBUS  
PO BOX 1677  
COLUMBUS NE

Ms. Vasicek:

This letter ("Agreement") confirms our understandings covering the possible sale by Union Pacific Railroad Company ("Seller") to City Of Columbus ("Buyer") of Seller's interest in certain real property in Columbus, Nebraska.

The undersigned will recommend to Seller's Management a sale of the Property on the following terms and conditions:

**Article 1. Description of Property:**

- A. The Property is approximately .68 acres as shown on the print attached hereto as Exhibit A and made a part hereof. The legal description of the Property will be determined by Seller.
- B. Before finalizing any survey, Buyer shall submit the draft survey to Seller for review and approval. Computer files of the survey and legal descriptions shall be sent via e-mail to [acpalmer@up.com](mailto:acpalmer@up.com), with a subject line referencing the UPRR Folder Number 03213-06 assigned to this document.

**Article 2. Sale Price:**

The sale price ("Sale Price") for the Property shall be Sixty Three Thousand One Hundred Twenty Three Dollars (\$63,123.00).

**Article 3. Feasibility Review/Right of Entry:**

- A. For Fifteen (15) days from the date of execution of this Agreement by Buyer ("Feasibility Review Period"), Buyer and its agents and contractors may enter upon the Property to perform environmental audits, soil tests, engineering and feasibility studies of the

Property. If the results of such audits, tests or studies, or Buyer's review of title or any other matters relating to the Property are unsatisfactory, Buyer may terminate this Agreement by giving Seller written notice before the end of the Feasibility Review Period. If no such written notice of termination is given before the end of the Feasibility Review Period, the Property will be deemed suitable for Buyer's purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for Buyer pertaining to the Property and such reports will become the sole property of Seller without cost or expense of Seller and this Agreement will terminate without any further force and effect, and without further obligation of either party to the other.

B. Buyer's right to enter upon the Property pursuant to Article 3-A is subject to the following:

1. Buyer will indemnify, defend and save harmless Seller and/or Seller's affiliates (Seller's affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyer, its agents or contractors prior to Closing.

2. Buyer and Buyer's agents and contractors (collectively "Contractors") will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller. If Buyer discovers hazardous or toxic substances or materials, Buyer will immediately notify Seller.

3. Buyer will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated in connection with any environmental assessments. Prior to the issuance of any final environmental report, Seller will have the opportunity to make comments, pose questions and offer recommendations to the Contractor preparing the report.

4. Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Property on behalf of Buyer prior to Closing.

5. If the sale of the Property does not close, Buyer will, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller may perform the work of restoration and Buyer will reimburse Seller within thirty (30) days after rendition of bill by Seller.

C. Absence of markers is not a warranty by Seller of no subsurface installations. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, the following procedures will be followed by Buyer and Buyer's Contractors:

1. Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Buyer will telephone 1-800-336-9193 (a 24-hour, 7-day number for emergency calls) during normal business hours (7 A.M. to 9 P.M., CT, Monday-Friday, except holidays) to determine if any fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the address at the bottom of the first page of this Agreement, of the results of its investigation.

2. Before drilling or excavating with mechanized equipment, Buyer will explore with hand tools to a depth of at least eight (8) feet below the surface or will use suitable detection equipment.

D. Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, Buyer will remain obligated to comply with the provisions of Article 3-A and 3-B and Seller will retain all of its remedies for Buyer's default under Article 3-A and 3-B.

**Article 4. As Is Sale - Release - Indemnity:**

A. Prior to the Closing Date, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer's proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an "AS IS" condition, with all faults, and Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

B. **FROM AND AFTER CLOSING, BUYER WILL RELEASE SELLER, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON,**

**UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.**

- C. The provisions of this Article 4 will survive the delivery of the Deed and will bind and inure to the benefit of the parties hereto, their heirs, successors and assigns.

**Article 5. Escrow, Title Insurance and Abstract of Title:**

- A. Seller will not furnish title insurance or an abstract of title to the Property. Buyer may, at its sole option and expense, obtain a preliminary title report ("PTR") in order to review the status of title to the Property during the Feasibility Review Period. If Buyer obtains a PTR, a copy will be delivered to Seller. Seller has no obligation to cure any title defects or to assist Buyer in obtaining title insurance.
- B. If Buyer desires title insurance, Buyer shall pay the cost of any title insurance and any endorsements or changes to the title policy desired by Buyer. If an escrow is used, Buyer shall pay any and all fees relating to the escrow, including, but not limited to, any City and/or County Transfer Taxes and recording fees.

**Article 6. Form of Deed; Reservations:**

- A. At Closing, Seller and Buyer shall execute a Quitclaim Deed ("Deed"), in the form attached hereto as **Exhibit B** and made a part hereof, for Seller's sale and transfer to Buyer of the Property, subject to all outstanding rights, whether or not of record.
- B. Excepting from this quitclaim and Reserving unto Seller, its successors and assigns, forever the following:
1. All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Seller, its successors and assigns, but without entering upon or using the surface of the lands hereby quitclaimed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Buyer, their heirs or assigns
  2. A non-exclusive Perpetual Easement ("Access Easement") over and across the Property for the purpose of vehicular and pedestrian ingress and egress to Seller's adjacent railroad right-of-way property ("Seller's Adjacent Property"). The Access Easement shall run with and be appurtenant to and for the benefit of Seller's Adjacent Property (and each and every parcel into which it may be divided) as the dominant tenement and shall be a burden upon the Property as the servient tenement.

3. A Perpetual Easement ("Utility Easement") in, on, over, under and across the Property for the construction, reconstruction, replacement, maintenance, repair, operation, use and/or removal of overhead power lines, underground wire lines, underground water lines, underground gas lines, communication lines, and any other existing utilities serving Seller's Adjacent Property. The Utility Easement shall run with and be appurtenant to and for the benefit of Seller's Adjacent Property (and each and every parcel into which it may be divided) as the dominant tenement and shall be a burden upon the Property as the servient tenement.

C. Restriction On Use.

The Property shall be quitclaimed by Seller subject to the following covenants, conditions and restrictions which Buyer by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

1. Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

2. Fence Covenant. Buyer, at its sole cost and expense, shall install, within ninety (90) days after the date of delivery of this Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Seller adjacent to the Southerly boundary of the Property. The fencing or barrier must be of a design and type satisfactory to Seller, at least six (6) feet in height, and in compliance with applicable building codes. Buyer shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company  
Attn: Assistant Vice President – Real Estate (Folder No. 3213-06)  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179

for review and approval. Seller shall complete such review and make appropriate response to Buyer within twenty (20) days after receipt of such plans by Seller. Seller shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

3. Drainage Covenant. Buyer shall seek written consent from Seller prior to making modifications to the Property that may impact the existing water flows or drainage to Seller's operating corridor adjacent to the Southerly boundary of the Property. The drainage structures or modifications must be of a design and type satisfactory to Seller, and in compliance with applicable building codes and permitting requirements. Buyer shall submit the plans for the drainage structures or modifications to:

Union Pacific Railroad Company  
Attn: Assistant Vice President – Real Estate (Folder No. 3213-06)  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179

for review and approval. Seller shall complete such review and make appropriate response to Buyer within twenty (20) days after receipt of such plans by Seller. Seller shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the drainage as constructed will be structurally sound.

The foregoing covenants, conditions and restrictions shall run with the Property, and a breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Seller, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

**Article 7. Existing Agreements:**

- A. If any lease or “Use Rights” (license or other rights to use the Property) affects only the Property (whether identified by Seller before or after execution of this Agreement), Seller’s rights and obligations under any such identified lease or Use Right will be assigned to and assumed by Buyer at or after Closing.
- B. Buyer acknowledges that the Property may be subject to unidentified Use Rights. It is the responsibility of Buyer to determine if any of these unidentified Use Rights exist.

**Article 8. Closing - Default:**

- A. Closing will occur on or before November 20, 2020 (“Closing Date”). The Closing will be deemed to occur upon Buyer's payment of the Sale Price by wire transfer or a cashier’s or certified check, and delivery of the Deed. All Closing costs, including transfer taxes and excise taxes, and recording costs associated with the Deed, will be paid by Buyer.
- B. If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement as Buyer’s sole remedy against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder.
- C. If Closing fails to occur due to default by Buyer, Seller may terminate this Agreement and neither Seller nor Buyer shall have any further obligations or liability hereunder except for any of Buyer's surviving obligations pursuant to Article 3 (B) hereof. In no event shall Seller have any obligation whatsoever to extend the Closing Date for any reason if Buyer fails to perform.

**Article 9. Prorations:**

Local property taxes, if any, and other assessments due and payable in the year of Closing, as well as rental under any leases or Use Rights that are being assigned, will be prorated as of the date of Closing. Buyer will assume any installments of assessments not yet due and payable.

**Article 10. Negotiations – Brokers and Finders:**

Negotiations relative to this transaction have been carried on by both parties without the intervention of any person which will give rise to any valid claim against either of the parties hereto, for brokerage commission or other like payment. Each party hereto shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payments arising out of the transaction contemplated by this Agreement and occasioned by the indemnifying party.

**Article 11. Subdivision/Platting Compliance:**

It may be necessary to comply with local or state subdivision or platting laws or regulations prior to Closing. All necessary applications, maps and other requirements to comply with this requirement will be completed by Buyer at Buyer's sole cost and expense, and are subject to review and approval by Seller before filing. If Buyer fails to comply with subdivision requirements prior to the Closing Date, or if any proposed subdivision plat or parcel map contains conditions affecting Seller, the Property prior to Closing, or other real property owned by Seller, then Seller, in its sole and absolute discretion, may terminate this Agreement. Seller is not obligated to extend the Closing Date due to Buyer's failure to comply with subdivision or platting requirements prior to the Closing Date.

**Article 12. Mortgage Release:**

If the Property is subject to a blanket mortgage granted by Seller or a corporate predecessor of Seller, Seller will obtain a release within approximately six (6) months after Closing.

**Article 13. Seller's Management Approval:**

**BUYER ACKNOWLEDGES THAT NEITHER THIS AGREEMENT NOR THE NEGOTIATIONS LEADING TO THIS AGREEMENT CREATE ANY OBLIGATION ON THE PART OF SELLER TO SELL THE PROPERTY TO BUYER UNLESS THIS AGREEMENT IS APPROVED IN ACCORDANCE WITH SELLER'S MANAGEMENT POLICY STATEMENT. IF SUCH APPROVAL IS NOT GIVEN AND COMMUNICATED TO BUYER BY THE CLOSING DATE, THIS AGREEMENT WILL TERMINATE AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATION.**

**Article 14. Condemnation:**

If, prior to Closing, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement. In the event of such termination, this Agreement will be without any further force and effect and without further obligation of either party to the other. If neither party elects to terminate pursuant to this Article - Condemnation, the Sale Price will be determined as though such condemnation had not occurred, and the net proceeds of condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer at Closing.

**Article 15. Counterparts; Electronic Signatures:**

This Agreement (or any amendments hereto) may be executed in any number of counterparts and in separate counterparts, each of which shall be deemed an original. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

If you agree with the foregoing terms and conditions with respect to the possible purchase of the Property, please indicate your acceptance of these terms and conditions by signing in the acceptance space provided below and returning one copy to Anna Palmer at the address listed on the bottom of the first page of this letter, in order that it is received by Seller no later than November 6, 2020. Please also indicate below how you wish to take title. If you should have any questions, please call Anna Palmer at (402) 544-8554.

Sincerely,

  
General Director – Real Estate

ACCEPTED AND AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

**CITY OF COLUMBUS**

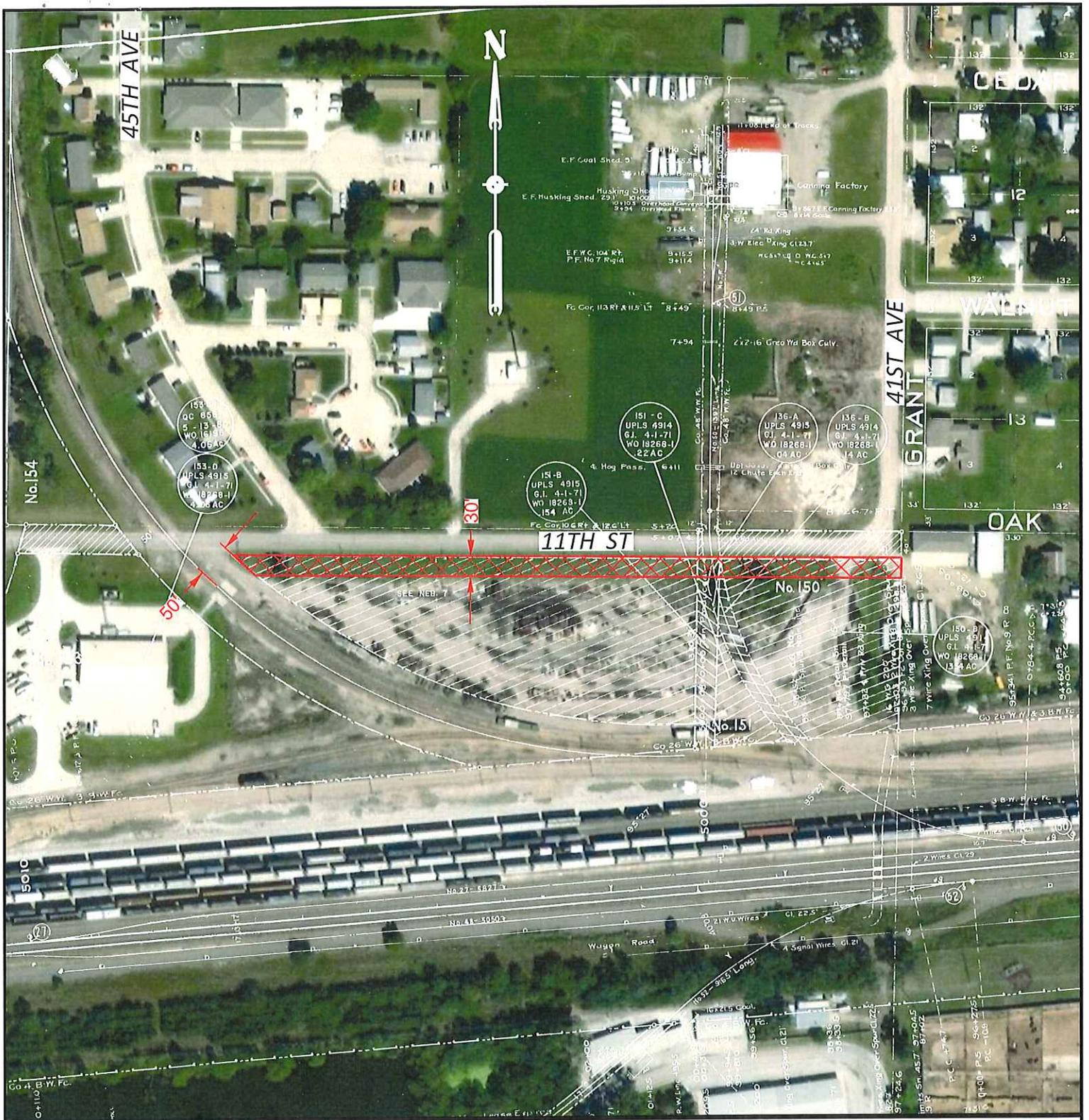
By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Title to the Property will be taken as follows:

\_\_\_\_\_



**LEGEND:**

SALE AREA ..... 

UPPRCO. R/W OUTLINED ..... 

SALE AREA = 0.68 ACRES +/-

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

EXHIBIT "A"

**UNION PACIFIC RAILROAD COMPANY**

COLUMBUS, PLATTE COUNTY, NEBRASKA

M.P. 85.5 - COLUMBUS SUB.

MAP UP V-3 / ST-1B

SCALE: 1" = 200'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 6-4-2020

PJB FILE: 0321306

|               |         |
|---------------|---------|
| CADD FILENAME | 0321306 |
|---------------|---------|

|               |   |
|---------------|---|
| SCAN FILENAME | X |
|---------------|---|

**EXHIBIT B**

**FORM OF QUITCLAIM DEED**

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

City of Columbus  
2424 14<sup>th</sup> Street  
P.O. Box 1677  
Columbus, NE 68602

---

*(Space Above For Recorder's Use Only)*

3213-06

**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

That **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor in interest through merger with Union Pacific Railroad Company, a Utah corporation, successor in interest through merger with Missouri Pacific Railroad Company, a Delaware corporation) ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does REMISE, RELEASE and forever QUITCLAIM unto **CITY OF COLUMBUS**, a Nebraska municipality, whose address is 2424 14<sup>th</sup> Street, P.O. Box 1677, Columbus, Nebraska 68602 ("Grantee"), its successors and assigns, forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the real estate situate in Platte County, State of Nebraska, more particularly described in **Exhibit A**, attached hereto and made a part hereof ("Property").

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, the following:

(a) All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby quitclaimed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors or assigns.

(b) A non-exclusive Perpetual Easement ("Access Easement") over and across the Property for the purpose of vehicular and pedestrian ingress and egress to Grantor's adjacent railroad right-of-way property ("Grantor's Adjacent Property"). The Access

Easement shall run with and be appurtenant to and for the benefit of Grantor's Adjacent Property (and each and every parcel into which it may be divided) as the dominant tenement and shall be a burden upon the Property as the servient tenement.

(c) A Perpetual Easement ("Utility Easement") in, on, over, under and across the Property for the construction, reconstruction, replacement, maintenance, repair, operation, use and/or removal of overhead power lines, underground wire lines, underground water lines, underground gas lines, communication lines, and any other existing utilities serving Grantor's Adjacent Property. The Utility Easement shall run with and be appurtenant to and for the benefit of Grantor's Adjacent Property (and each and every parcel into which it may be divided) as the dominant tenement and shall be a burden upon the Property as the servient tenement.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

(b) Fence Covenant. Grantee, at its sole cost and expense, shall install, within ninety (90) days after the date of delivery of this Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the Southerly boundary of the Property. The fencing or barrier must be of a design and type satisfactory to Grantor, at least six (6) feet in height, and in compliance with applicable building codes. Grantee shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company  
Attn: Assistant Vice President – Real Estate (Folder No. 3213-06)  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179

for review and approval. Grantor shall complete such review and make appropriate response to Grantee within twenty (20) days after receipt of such plans by Grantor. Grantor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

(c) Drainage Covenant. Grantee shall seek written consent from Grantor prior to making modifications to the Property that may impact the existing water flows or drainage to Grantor's operating corridor adjacent to the Southerly boundary of the Property. The drainage structures or modifications must be of a design and type satisfactory to Grantor, and in compliance with applicable building codes and permitting

requirements. Grantee shall submit the plans for the drainage structures or modifications to:

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for review and approval. Grantor shall complete such review and make appropriate response to Grantee within twenty (20) days after receipt of such plans by Grantor. Grantor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the drainage as constructed will be structurally sound.

The foregoing and following covenants, conditions and restrictions shall run with the Property, and a breach of the foregoing and following covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

**Environmental Covenants:**

(a) "As Is" Sale. Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed to and accepted by Grantee in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Grantee acknowledges and agrees that any information Grantee may have received from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) was furnished on the condition that Grantee would make an independent verification of the accuracy of the information. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

(b) Release and Indemnity. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY RELEASES GRANTOR, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFIES, DEFENDS AND SAVES HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY

CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.

*(Remainder of page intentionally left blank.)*



Grantee hereby accepts this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**CITY OF COLUMBUS,  
a Nebraska municipality**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF PLATTE            )

On \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, Notary Public in and for said County and State, personally appeared \_\_\_\_\_, \_\_\_\_\_ of CITY OF COLUMBUS, a Nebraska municipality, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

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

(Seal)

|  |                                |
|--|--------------------------------|
| <b>File No./Escrow No.:</b> 10337              | 10 County Title & Escrow, Inc. |
| <b>Print Date &amp; Time:</b> 10/28/20 8:25 AM | <b>ALTA Universal ID:</b>      |
| <b>Officer/Escrow Officer:</b>                 | 2456 18th Avenue               |
| <b>Settlement Location:</b>                    | Columbus, NE 68601             |
| 10 County Title & Escrow, Inc.                 |                                |
| 2456 18th Ave.                                 |                                |
| Columbus, NE 68601                             |                                |

**Property Address:** A tract of land located in the SE1/4 SW1/4 Section 24, Township 17N, Range 1W, Platte County, NE, described further...  
Vacant land  
Columbus, NE 68601

**Borrower:** City of Columbus, a Nebraska municipality  
2424 14th Street  
Columbus, NE 68601

**Seller:** Union Pacific Railroad Company, a Delaware Corporation  
1400 Douglas Street, Mail Stop 1690  
Omaha, NE 68179

**Loan Number:**

**Settlement Date:** 10/28/2020

**Disbursement Date:**

**Additional dates per state requirements:**

| Seller      |             | Description  | Borrower/Buyer |               |
|-------------|-------------|--|----------------|---------------|
| Debit       | Credit      |  | Debit          | Credit        |
|             |             | <b>Financial</b>   |                |               |
|             | \$63,123.00 | Sale Price of Property   | \$63,123.00    |               |
|             |             | <b>Title Charges &amp; Escrow / Settlement Charges</b>                         |                |               |
|             |             | Title - Closing Protection Letter to 10 County Title & Escrow, Inc.            | \$25.00        |               |
|             |             | Title - Owner's Title Insurance(\$63,123.00) to 10 County Title & Escrow, Inc. | \$350.00       |               |
|             |             | <b>Government Recording and Transfer Charges</b>                               |                |               |
|             |             | Recording Fee (Deed)   | \$46.00        |               |
|             |             | <b>Miscellaneous</b>   |                |               |
|             |             | Settlement Fee to 10 County Title & Escrow, Inc.                               | \$200.00       |               |
| Seller      |             |  | Borrower/Buyer |               |
| Debit       | Credit      |  | Debit          | Credit        |
|             | \$63,123.00 | <b>Subtotals</b>   | \$63,744.00    |               |
|             |             | Due From Borrower *  |                | * \$63,744.00 |
| \$63,123.00 |             | Due To Seller  |                |               |
| \$63,123.00 | \$63,123.00 | <b>Totals</b>  | \$63,744.00    | \$63,744.00   |

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize 10 County Title & Escrow, Inc. to cause the funds to be disbursed in accordance with this statement.

City of Columbus, a Nebraska municipality

Union Pacific Railroad Company, a Delaware Corporation

\_\_\_\_\_

By

\_\_\_\_\_

Date

\_\_\_\_\_

By

\_\_\_\_\_

Date



Escrow Officer

\_\_\_\_\_

Date

8. **PETITIONS AND COMMUNICATIONS - None**
9. **REPORTS OF CITY OFFICES - None**
10. **REPORTS OF COUNCIL COMMITTEES - None**
11. **REPORTS OF SPECIAL COMMITTEES - None**
12. **REPORTS ON LEGISLATION - None**
13. **NEW BUSINESS**
  - A. Purchase of three vehicles from Nebraska state bid contract in the amount of \$39,191 per vehicle, for a total amount of \$117,573, for Police Department.

**Columbus Police Department  
Memorandum  
For Record**

**DATE:** October 15, 2020

**TO:** City Administrator Tara Vasicek

**FROM:** Captain Douglas Molczyk

**THROUGH:** Chief Charles Sherer

**SUBJECT:** 2020/2021 Budget for Police Vehicle Purchase

**RECOMMENDATION:**

The Police Department budgeted three (3) police vehicles this fiscal year as part of the scheduled rotation for the front line fleet vehicles; 3-Police Utility Vehicles. After careful consideration, the Department's Emergency Vehicle Operator Instructors have recommended the department pursue the Ford Midsize Police Utility Vehicle.

I concur and endorse their recommendation and would urge the approval of the vehicle specifications for the Midsize Police Utility Vehicle; 5 Passenger (All Wheel Drive) Ford Interceptor and a Police Responder.

In accordance with our replacement schedule, I would recommend the purchase of 3 Ford Explorers from the State Contract #15096 OC through Anderson Ford in Lincoln, Nebraska. These contracts were awarded by the Nebraska Department of Administrative Services.

**DISCUSSION:**

Pursuant to the logistical plan for Police Fleet rotation, the Police Department will purchase three new front line vehicles and rotate those replaced units to other assignments within the department/city in accordance with our replacement schedule and sell/auction the oldest units in the fleet. To accomplish that task, we are recommending the purchase of these units through the Nebraska Department of Administrative Services (NDAS), Contract 15096(OC)Ren(1). This contract is specific to Police Pursuit SUVs attached for your inspection/review.

The Nebraska Department of Administrative Services is responsible for approving specifications and awarding contracts for vehicles sought under State Bid pricing. This year the only contracted base price for the Midsize, 5 passengers, Police Utility Vehicle is \$34,446 for the Ford Explorer. With our selected options, the final purchase price from Anderson Ford is \$39,191 for each (3) SUV. I have verified that amount with the sales representative at Anderson Ford (Lincoln).

3-2020's PUV's.

|              |          |
|--------------|----------|
| Base cost is | \$34,446 |
| Eco boost    | \$ 3,995 |
| Deep tint    | \$ 375   |
| Blue Tooth   | \$ 375   |

Total \$39,191 each X 3

\$117,573 to Anderson Ford.

Additional emergency & communications equipment; interior equipment; striping and labor setup will come in a separate bid.

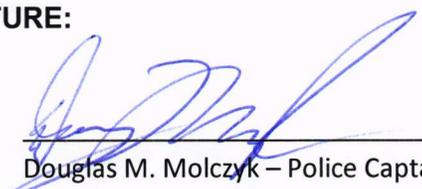
**FISCAL IMPACT:**

The new fleet vehicles a part of the 2020-2021 budget and will be paid for by Sales Tax revenue.

**ALTERNATIVES:**

Don't purchase the new front line vehicles and continue to utilize existing units; increased labor & maintenance costs due to aging fleet.

**SIGNATURE:**

By:   
Douglas M. Molczyk – Police Captain

Approved:   
Charles Sherer – Chief of Police

Approved:   
Heather Lindsley – Finance Director

Approved:   
Tara Vasicek – City Administrator

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

|  |                              |
|--|------------------------------|
| PAGE<br>1 of 4   | ORDER DATE<br>04/16/20       |
| BUSINESS UNIT<br>9000  | BUYER<br>CHRISTIE KELLY (AS) |
| VENDOR NUMBER: 503856  |                              |
| VENDOR ADDRESS:<br>AFL, LLC<br>DBA ANDERSON FORD LINCOLN MERCURY MAZDA<br>2500 WILDCAT DR<br>PO BOX 83644<br>LINCOLN NE 68501-3644 |                              |

**CONTRACT NUMBER**  
**15096 OC**  
**SECONDARY AND E85**  
**AWARD**

THE CONTRACT PERIOD IS:

**MARCH 11, 2020 THROUGH MARCH 10, 2021**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:  
NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5993 OF

Contract to supply and deliver 2019 or Current Production Year Police Midsize Utility Vehicle All Wheel Drive 5 Passenger as per the attached specifications, for the contract period March 11, 2020 through March 10, 2021.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Secondary Award Make/Model: FORD POLICE INTERCEPTOR UTILITY 2020  
E85 Award Make/Model: POLICE INTERCEPTOR UTILITY 2020

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

DELIVERY ARO: 120 DAYS

Vendor Contact: Bobby Colclasure  
Phone: 402-617-4521  
E-Mail: bobbyc@andersonautogroup.com

This is the first renewal of the contract as amended (mel 02/20/20)

Amendment Two as attached. (mh 4/16/20)

| Line | Description   | Estimated Quantity | Unit of Measure | Unit Price  |
|------|---|--------------------|-----------------|-------------|
| 1    | POLICE MID SIZE UTILITY VEHICLE AWD 5 PASSENGER 2019 OR CURRENT PRODUCTION YEAR | 20.0000            | EA              | 34,446.0000 |

\_\_\_\_\_  
*Christina L. Kelly* 04.17.20  
BUYER  
*[Signature]*  
MATERIEL ADMINISTRATOR  
7/17/20

R435009NSM0001NSM0001 20150901

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

|                       |                              |
|-----------------------|------------------------------|
| PAGE<br>2 of 4        | ORDER DATE<br>04/16/20       |
| BUSINESS UNIT<br>9000 | BUYER<br>CHRISTIE KELLY (AS) |
| VENDOR NUMBER: 503856 |                              |

**CONTRACT NUMBER**  
**15096 OC**

| Line | Description  | Estimated Quantity | Unit of Measure | Unit Price |
|------|--|--------------------|-----------------|------------|
|      | MINIMUM WHEELBASE: 112.6"<br>MINIMUM ENGINE SIZE: 3.3L<br>MINIMUM TIRE SIZE: 18"<br>MAKE: FORD<br>MODEL: POLICE INTERCEPTOR UTILITY 2020<br>SERIES, CODE, TRIM LEVEL: K8A, 500A, PUR<br>ENGINE: 3.3L V6<br>EPA: 16 CITY/21 HWY.<br>DELIVERY TIME AFTER RECEIPT OF ORDER (NUMBER/DAYS): 120<br>MSRP AS BID: \$39,325.00 |                    |                 |            |
|      | THE ORIGINAL MANUFACTURER'S STATEMENT OF ORIGIN, A SERVICE AUTHORIZATION CARD AND A PROPERLY EXECUTED SERVICE AND WARRANTY POLICY SHALL ACCOMPANY EACH VEHICLE WHEN DELIVERED.   |                    |                 |            |
|      | OPTIONS:<br>OPTIONS SHALL MEET OR EXCEED THE FOLLOWING REQUIREMENTS THAT ARE EXCEPTIONS TO SPECIFICATIONS AND MUST BE FACTORY INSTALLED.   |                    |                 |            |
|      | QUOTES MUST BE FURNISHED, IF AVAILABLE, FOR ITEMS LISTED BELOW IF NOT INCLUDED AS STANDARD EQUIPMENT OR REQUIRED IN THE SPECIFICATIONS.  |                    |                 |            |
|      | ALL EXCEPTIONS TO OPTIONS MUST BE CLEARLY INDICATED (EXAMPLE: UNITS ORDERED WITH AIRBAGS MAY NOT BE AVAILABLE WITH A TILT WHEEL AND AUTOMATIC SPEED CONTROL).  |                    |                 |            |
| 3    | ENGINE OTHER<br>ENGINE SIZE: 3.0L ECOBOOST   | 20.0000            | EA              | 3,995.0000 |
| 4    | CLOTH REAR SEATS<br>(DEDUCT)   | 20.0000            | EA              | -40.0000   |
| 5    | COURTESY LAMP INOPERABLE<br>(DEDUCT)   | 20.0000            | EA              | -10.0000   |
| 6    | DEEP TINT GLASS<br>ALL EXCEPT WINDSHIELD AND FRONT DOORS   | 20.0000            | EA              | 375.0000   |
| 7    | DRIVER SIDE SPOTLIGHT<br>(DEDUCT)  | 20.0000            | EA              | -150.0000  |
| 8    | DUAL SIDE SPOTLIGHT  | 20.0000            | EA              | 625.0000   |
| 9    | DOMELIGHT<br>(DEDUCT)  | 20.0000            | EA              | -25.0000   |
| 10   | UNDER HOOD LIGHT   | 20.0000            | EA              | -10.0000   |

CLK

BUYER INITIALS

R435-003\NISM0001\NISM0001 20150901

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

|                       |                              |
|-----------------------|------------------------------|
| PAGE<br>3 of 4        | ORDER DATE<br>04/16/20       |
| BUSINESS UNIT<br>9000 | BUYER<br>CHRISTIE KELLY (AS) |
| VENDOR NUMBER: 503856 |                              |

**CONTRACT NUMBER**  
**15096 OC**

| Line | Description<br>(DEDUCT)   | Estimated<br>Quantity | Unit of<br>Measure | Unit<br>Price |
|------|---|-----------------------|--------------------|---------------|
| 11   | DROP SHIPMENT CHARGES<br>OUTSIDE THE LINCOLN AREA<br>ADDITIONAL COSTS OR CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA<br>WOULD BE FOR VEHICLES PURCHASED BY POLITICAL ENTITIES AND<br>OTHER DIVISIONS OF GOVERNMENT   | 20.0000               | EA                 | 450.0000      |
| 12   | TWO (2) VERTICAL MOUNTED<br>CLEAR/WHITE LED MODULES<br>MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHICLE ON PUSH BUMPER<br>BLACK BEZEL WITH CLEAR LENSES<br>SHOCK AND WATER RESISTANT<br>LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA<br>LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS<br>MINIMUM OF THREE (3) LED'S IN EACH MODULE<br>FACTORY OR DEALER INSTALLED<br>(DEDUCT) | 20.0000               | EA                 | -99.0000      |
| 13   | TWO(2) CLEAR/WHITE LED MODULES<br>MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE BRACKET FOR<br>TWO (2) LIGHT HEADS<br>BLACK BEZEL WITH CLEAR LENSES<br>SHOCK AND WATER RESISTANT<br>LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA<br>LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS<br>MINIMUM OF THREE (3) LED'S IN EACH MODULE<br>FACTORY OR DEALER INSTALLED<br>(DEDUCT)      | 20.0000               | EA                 | -99.0000      |
| 14   | 100 WATT SIREN SPEAKER<br>INSTALLED IN CENTER ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKET<br>LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT<br>FACTORY OR DEALER INSTALLED<br>(DEDUCT)  | 20.0000               | EA                 | -100.0000     |
| 15   | SETINA PB 400 PUSH BUMPER<br>INCLUDING INSTALLATION ON FRONT OF VEHICLE<br>FACTORY OR DEALER INSTALLED<br>(DEDUCT)  | 20.0000               | EA                 | -299.0000     |
| 16   | AUXILIARY BATTERY<br>DUAL PURPOSE AGM BATTERY WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT<br>INSTALLATION TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE AND CABLE (1 GAUGE OR<br>LARGER)<br>(DEDUCT)   | 20.0000               | EA                 | -350.0000     |

*DKC*  
BUYER INITIALS

R43500\NISM0001\NISM001 20150901

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

|                       |                              |
|-----------------------|------------------------------|
| PAGE<br>4 of 4        | ORDER DATE<br>04/16/20       |
| BUSINESS UNIT<br>9000 | BUYER<br>CHRISTIE KELLY (AS) |
| VENDOR NUMBER: 503856 |                              |

**CONTRACT NUMBER**  
**15096 OC**

| Line | Description   | Estimated Quantity | Unit of Measure | Unit Price |
|------|---|--------------------|-----------------|------------|
| 17   | HANDS FREE BLUETOOTH WIRELESS NETWORK TO MAKE AND RECEIVE PHONE CALLS ENABLED BY A PUSH BUTTON OR VOICE COMMAND FACTORY OR DEALER INSTALLED | 20.0000            | EA              | 375.0000   |
| 18   | WHITE LED SPOTLIGHT FACTORY OR DEALER INSTALLED   | 20.0000            | EA              | 295.0000   |
| 19   | 3.3L HYBRID ENGINE  | 20.0000            | EA              | 3,395.0000 |
| 20   | TWO-TONE VINYL PKG. NO. 1 (VINYL ON FRONT AND REAR DOORS AND ROOF)  | 20.0000            | EA              | 995.0000   |
| 21   | TWO-TONE VINYL PKG. NO. 2 (VINYL ON ROOF AND HOOD)  | 20.0000            | EA              | 995.0000   |
| 22   | TWO-TONE VINYL PKG. NO. 3 (VINYL ON FRONT DOORS AND ROOF)   | 20.0000            | EA              | 895.0000   |
| 23   | UPGRADE SIREN SPEAKER TO CODE 3 (JONES AUTO)  | 20.0000            | EA              | 195.0000   |
| 24   | UPGRADE AUXILLIARY BATTERY TO BLUE TOP OPTIMA (JONES AUTO)  | 20.0000            | EA              | 495.0000   |

\_\_\_\_\_  
BUYER INITIALS

R435003N\SM0001\NISM0001 2015/09/01

AMENDMENT ONE

Contract 15096 OC

2019 or Current Production Year Police Midsize Utility Vehicle All Wheel Drive 5 Passenger  
for the State of Nebraska

Between

The State of Nebraska and Anderson Ford, Lincoln, Mercury, Mazda

This Amendment (the "Amendment") is made by the State of Nebraska and Anderson Ford, Lincoln, Mercury, Mazda, parties to Contract 15096 OC (the "Contract"), and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon Execution by both parties as follows:

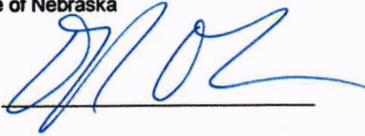
1. Lines 1 and 2 have been verified to be the same vehicle, thus line 2 is being cancelled.

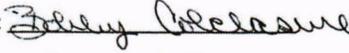
This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Anderson Ford, Lincoln,  
Mercury, Mazda

By: 

By: 

Name: Doug Carlson

Name: Bobby Colclasure

Title: Material Administrator

Title: Fleet Director

Date: 4/17/2020

Date: 4/16/2020

B. Appointment of Joyce Schmid to the Senior Center Advisory Board for three-year term.

## MEMORANDUM

**DATE:** October 19, 2020  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the following name to you for appointment at the November 2, 2020, City Council meeting, per City Council rules.

**SENIOR CENTER ADVISORY BOARD: (Three-year term)**

**Joyce Schmid, 2975 39th Avenue, Columbus, NE 68601**

Joyce Schmid grew up on a farm in the Petersburg – Elgin area. After graduating from high school, she moved to Columbus, NE. While raising two children and working full time she earned her Associate's degree in Business at Central Community College, and went on to earn a Bachelor's degree in Business Administration from the University of NE-Kearney.

Joyce retired from Vishay/Dale after approximately 37 years. While at Vishay, she was instrumental in moving the Rep commissions program to a new computer system which consolidated six different Vishay computer systems into one.

Ms. Schmid enjoys genealogy, and collecting depression glass, piano babies, and other items. The collecting hobby resulted in a part-time antique business for approximately 20 years, setting up at four or five weekend antique markets a year.

Joyce and her husband Robert have been married for 54 years and have two sons and one granddaughter. They are members of St Isidore's Church, and belonged to Harold's Squares square-dance club for 13 years. They are avid Husker fans, and have enjoyed extensive travel.

  
James B. Bulkley, Mayor

- C. Quote from Kush Brothers, Inc. in the amount of \$11,600 for preparation and seeding of safety area for grass runway.



The City of **Columbus**

Municipal Airport

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

**MEMORANDUM**

**DATE:** October 7, 2020,  
**TO:** Mayor and Council  
**FROM:** Keith Schademann, Airport Manager  
**SUBJECT:** Seed safety area by grass runway

**RECOMMENDATION:**  
Prep and seed area with recommended seed for safety area.

**DISCUSSION:**  
FAA requires a larger safety area on the sides of the grass runway  
They will not renew Airport license until resolved.

**FISCAL IMPACT:**  
This is budgeted under runway maintenance

**ALTERNATIVE:**  
No FAA funding until issue is resolved

**SIGNATURE:**

Approved By: Keith Schademann  
Keith Schademann, Airport Manager

Approved By: Tara Vasicek  
Tara Vasicek, City Administrator



# CITY OF COLUMBUS

## QUOTE SHEET FOR PURCHASES

DEPARTMENT: 205

CHARGE TO ACCOUNT NUMBER: 205-54440

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

FINANCE DIRECTOR REVIEW: \_\_\_\_\_  
(For Purchases \$5,000 to \$40,000)

CITY ADMINISTRATOR APPROVAL: [Signature]  
(For Purchases \$5,000 to \$40,000)

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

Date: 10/7/20 Time: 1:00 PM

Vendor Name: Kush Brothers, Inc

Vendor Employee Name: Richard Kush

Telephone- Area Code ( 402 ) 562-8126

QUOTE FOR: Prep and seed safty area for grass runway

| Quote Includes:            | Item Totals: |
|----------------------------|--------------|
| _____                      | \$ _____     |
| Prep and seed 8-9 acres    | \$ _____     |
| seeding rate 350# per acre | \$ 11600.00  |
| _____                      | \$ _____     |
| _____                      | \$ _____     |
| _____                      | \$ _____     |
| Grand Total:               | \$ 11600.00  |

Quote Excludes: Sales Tax

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

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

Tax Excluded

Kush Brothers, Inc.

**Richard Kush**

527-53<sup>rd</sup> Street

Columbus, NE. 68601

402-562-8126

402-910-8276

October 01, 2020

Bid Prepared For:

Columbus Municipal Airport

[kschademann@columbusne.us](mailto:kschademann@columbusne.us)

2424- 14<sup>th</sup> Street

Columbus, Nebraska 68601

Prep and Seed 8-9 Acres with the Following Mixture at a Seeding Rate of 350<sup>lb</sup> per Acre

Kentucky Blue Grass

Perennial Rye

Creeping Red Fescue

Tall Fescue

Annual Rye

\$11,600.00

September 4, 2020

Keith Schademann  
Airport Manager  
City of Columbus  
Columbus, NE 68601

**Unit Price Quote**

City of Columbus  
Airport Grass Runway Buffer Seeding  
Columbus, NE

**Seed, Fertilize, and Hydromulch**

Seeding, Turf Type Fescue– Approximately 8 Acres

**Price: \$4,150.00/Acre**

**Estimated Total: \$33,200.00**

Seeding at 425 lbs /acre, Starter Fertilizer at 200 lbs/acre, Hydro mulch at 1,500 lbs/acre with Tackifier

**Seed, Fertilize (no mulch)**

Seeding, Turf Type Fescue – Approximately 8 Acres

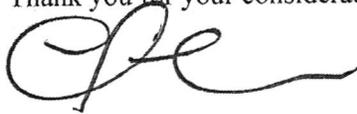
**Price: \$2,970.00/Acre**

**Estimated Total: \$23,760.00**

Seed at rates above no mulch

Prices include: all labor, materials and equipment to install seeding as per prints and/or as directed by project engineer/representative. Seeding will be billed by actual quantities installed.

Thank you for your consideration,



Chris Lovci  
Lovci Construction & Fabrication, LLC.  
4605 Valley View Drive  
Columbus, NE 68601  
402-276-0026

D. Quote from Brite Communications in the amount of \$48,660.50 to complete installation of E-Citations for police vehicles.

**Columbus Police Department  
Memorandum  
For Record**

**DATE:** October 23, 2020

**TO:** City Administrator Tara Vasicek

**FROM:** Captain Douglas Molczyk

**THROUGH:** Chief Charles Sherer

**SUBJECT:** E Citation equipment

**RECOMMENDATION:**

The Police Department is completing the move to 100% Electronic Citations (E-Citations). Brite Communications, who has equipped the current fleet with E-Citation equipment, has given a bid of \$48,660 to equip the remaining fleet vehicles with mobile routers, computers, printers and scanners, along with spare equipment.

I recommend accepting the bid from Brite Communications of \$48,660<sup>50</sup> to equip the remaining patrol fleet with mobile routers and equip the CST's vehicles with E-Citation equipment.

**DISCUSSION:**

Pursuant to the to the Nebraska State Supreme court administrative order requiring all Law Enforcement agencies within the State of Nebraska, who write five hundred or more citations a year, to move to E-Citations, we are requesting expending money to to equip the remaining patrol fleet with mobile routers and equip the CST's vehicles with E-Citation equipment. Along with equipping, the vehicles with the necessary equipment this bid includes some spare mobile tablets, printers and L-Tron scanners.

The purchase of spare equipment allows for less down time when items need to be sent in for repairs.

The Columbus Police Department is moving to mobile routers allowing for growth into Automatic Vehicle Location connected to the Joint Communication Center. Which will be live on part of the fleet shortly.

I am asking that you approve Brite Communications bid of \$48,660.<sup>50</sup>

Thank you for your time

**FISCAL IMPACT:**

The equipment purchase and installation are part of the 2020-2021 Capital Expenditures for the E-Citation program and will be paid for by Sales Tax revenue.

**ALTERNATIVES:**

Do not purchase the equipment and have it installed.

**SIGNATURE:**

By:

  
Douglas M. Molczyk - Police Captain

Approved:

  
Charles Sherer - Chief of Police

Approved:

  
Heather Lindsley - Finance Director

Approved:

  
Tara Vasicek - City Administrator



# Quote

No. #Q85645  
Date 8/11/2020

7647 Main Street Fishers  
Victor, NY 14564  
Toll Free: 1-800-333-0498  
FAX: 585-758-0222  
salesinfo@britecomputers.com

**Bill To:**  
Columbus Police Department - NE  
2419 14th Street  
Columbus NE 68601

**Ship To:**  
Columbus Police Department - NE  
2419 14th Street  
Columbus NE 68601

|  |  |                                     |                                  |
|--|--|-------------------------------------|----------------------------------|
| <b>Quote Expiration Date</b><br>10/31/2020 | <b>Contract Number</b><br>*WSCA: NE: Fujitsu: 14255OC:<br>MNVNC-111* | <b>Sales Rep</b><br>Brian K Denomme | <b>Shipping Via</b><br>Drop Ship |
|--|--|-------------------------------------|----------------------------------|

| Qty | Item Number  | Unit Price | Extended    |
|-----|--|------------|-------------|
| 11  | <b>FUJ-BQU0010000UAAAUS</b><br>Fujitsu Stylistic Q739<br>i7-8665U, 16GB, 128GB, Bluetooth, Webcam, WLAN, LTE, 65W, Windows 10 Professional-19H2          | \$2,030.00 | \$22,330.00 |
| 11  | <b>FUJ-FUJ38-1631-01</b><br>Fujitsu 3-Year Accidental Damage Protection (ADP) (3-Year ADP + 2-Year Extension of Standard International Limited Warranty) | \$239.00   | \$2,629.00  |
| 11  | <b>FUJ-FPCCO202AP</b><br>Fujitsu Q738 Protective TPU Cover w/ Kickstand, Handstrap & Shoulder Strap  | \$128.00   | \$1,408.00  |
| 6   | <b>BR-FUJQ-DOCK</b><br>Q-Series Active Dock with swing away mount and complete electronics - 3yr   | \$1,400.00 | \$8,400.00  |
| 6   | <b>LUN-LI-FUJ-Q738DCSA</b><br>Fujitsu Q738 Active Dock for Swing Away Mount - 3 Yr Warranty  | \$0.00     | \$0.00      |
| 6   | <b>LUN-LI-UNV-SASK3-ND</b><br>Swing away with TG3 Keyboard tray  | \$0.00     | \$0.00      |
| 6   | <b>TG3-KBA-BLTX-USNNR-US</b><br>TG3 Rugged Keyboard - 83 Key - Backlit - Touchpad - USB - Straight Cord  | \$0.00     | \$0.00      |
| 6   | <b>LIN-FJ1950-4522</b><br>Lind DC Adapter for Fujitsu Stylistic Q-Series Dock, 6' R/A OP, Bare-Wire input  | \$0.00     | \$0.00      |
| 6   | <b>LUN-CG-X</b><br>ChargeGuard Microprocessor controlled Equipment Timeout Timer   | \$0.00     | \$0.00      |
| 11  | <b>ELE-509681</b><br>Elegant Hand Pad for Q738/Q739 TPU Case<br><br>***E-CITATION HARDWARE BUNDLE***   | \$0.00     | \$0.00      |
| 6   | <b>BR-MOB-THERM</b><br>Mobile Thermal Package  | \$625.00   | \$3,750.00  |



7647 Main Street Fishers  
 Victor, NY 14564  
 Toll Free: 1-800-333-0498  
 FAX: 585-758-0222  
 salesinfo@britecomputers.com

# Quote

No. #Q85645  
 Date 8/11/2020

| Qty | Item Number   | Unit Price | Extended   |
|-----|---|------------|------------|
| 6   | <b>LUN-PPJ-HDARM-WF</b><br>H/D Flip up Armrest with Brother/Pocketjet latching Roll fed Printer mount for Base Plate  | \$0.00     | \$0.00     |
| 6   | <b>BRO-PJ722</b><br>Pocketjet 7 200dpi Thermal Printer with USB (Only includes the printer. Requires power, USB cable, and printing supplies)                       | \$0.00     | \$0.00     |
| 6   | <b>BRO-LB3603</b><br>Brother 10FT USB Cable   | \$0.00     | \$0.00     |
| 6   | <b>BRO-LB3692</b><br>Car Adapter - Wired - 14 Foot Length for Ruggedjet4 - Pocketjet 3 (PLUS) and Pocketjet 6 (PLUS)  | \$0.00     | \$0.00     |
| 6   | <b>BR-MOB-IMG</b><br>Mobile Image Accessor<br><br>** MODEM PACKAGE **   | \$324.00   | \$1,944.00 |
| 6   | <b>SIE-1104073</b><br>Sierra Wireless AirLink MP70 + WiFi - LTE-A Pro - NA - DC Cable   | \$748.00   | \$4,488.00 |
| 6   | <b>CAB-25FT-GRY</b><br>C2G 25FT CAT5E MOLDED SHIELDED (STP) NETWORK PATCH CABLE   | \$8.75     | \$52.50    |
| 6   | <b>AP-MMF-CCWWWG-Q-S222222-RP345-BLK</b><br>MIMO Cell/LTE x 2, Wi-Fi x 3 & GNSS, Threaded Bolt Mount, SMA on Cell/<br>LTE & GNSS, RP-SMA on Wi-Fi, Black, 15ft coax | \$238.00   | \$1,428.00 |
| 6   | <b>BR-LAB-INSTALL</b><br>Vehicle equipment installation services (per vehicle)  | \$750.00   | \$4,500.00 |

NOTE: Part numbers may change at time of order.



Sales Information:  
 Brian Denomme  
 Public Safety Account Executive  
 585-869-6055  
 bdenomme@britecomputers.com

**SubTotal:** \$50,929.50  
**Discount:** (\$2,269.00)  
**Tax Total:** \$0.00  
**Total:** \$48,660.50



# Quote

No. #Q85645  
Date 8/11/2020

7647 Main Street Fishers  
Victor, NY 14564  
Toll Free: 1-800-333-0498  
FAX: 585-758-0222  
salesinfo@britecomputers.com

## Terms and Conditions

- Agreed upon payment terms:
- Any changes to the orders after acceptance may result in additional fees.
- Any returns must be accompanied by a return authorization and will be subject to restocking fees.
- All services will be invoiced upfront and efforts debited against the units described above.
- All hardware and accessories will be invoiced when shipped.
- All software will be invoiced upon delivery of license.
- All subscriptions will be invoiced when activated.
- Terms and conditions listed within a Master Services Agreement or Statement of Work supersede any listed here.
- Travel costs will be billed separately unless otherwise stated.
- All support is considered manufacturers depot warranty support unless otherwise stated.

## Customer Signature

The signature below certifies that I am authorized to purchase the goods and services listed within this quote, have reviewed it for accuracy and the terms and conditions are acceptable.

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

E. Comments from mayor and city council members.

**14. RESOLUTIONS**

A. Resolution No. R20-111 setting Monday, December 7, 2020, from 6:15 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. 178 (3 Avenue from 8 Street to South 5 Street) and Sewer Extension District No. 46 (Lost Creek Parkway from 38 Street to west of 10 Avenue).

DRAFT

**RESOLUTION NO. R20-111**

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.

WHEREAS, construction of improvements in Street Improvement District No. 178 and Sewer Extension District No. 46 have been completed in accordance with the plans and specifications heretofore approved, and the cost of the same has been ascertained to the extent necessary to assess the several properties specially benefited from such improvements; and

WHEREAS, Richard J. Bogus, City Engineer and Project Engineer, in charge of the various projects has filed with the city clerk the necessary certificates describing the properties in said districts specially benefited, together with the proposed assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the mayor and city council meet as a Board of Equalization for the purpose of equalizing and levying the special assessments necessary to defray the cost of said improvements in said districts in Columbus, Nebraska, on December 7, 2020, from 6:15 p.m. to 6:45 p.m. in the Council Chambers, 1369 25 Avenue; that notice of such meeting be published in the Columbus Telegram at least ten (10) days prior to said meeting and that a copy of said Notice be mailed by United States mail to all persons interested in said districts as provided by law; and that the certificates of the project engineer setting out the proposed schedule of assessments be placed on file with the city clerk for public inspection.

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## **NOTICE**

### **NOTICE OF PROPOSED ASSESSMENTS IN STREET IMPROVEMENT DISTRICT NO. 178 AND SEWER EXTENSION DISTRICT NO. 46.**

You are hereby notified that the Mayor and Council of the City of Columbus, Nebraska will meet as a Board of Equalization in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on December 7, 2020, between the hours of 6:15 p.m. and 6:45 p.m. for the purpose of considering, equalizing and levying the special assessments necessary to defray the costs of improvements included in said Street Improvement District No. 178 and Sewer Extension District No. 46 of which is located in Columbus, Nebraska, or within two miles beyond the boundaries thereof, at which time all complaints and applications for relief with respect to said assessments shall be presented to said Board.

A schedule of the proposed apportionment of the benefits and assessments and maps of said districts have been prepared and filed in the office of the City Clerk, City Hall, 2424 14 Street, Columbus, Nebraska, and are available for public inspection during regular business hours.

Dated this 23 day of October, 2020

**CITY OF COLUMBUS**

By: Janelle Kline  
City Clerk

Publish: 10:23, 30:20 and 11:06, 13, 20:20  
Two Affidavits of Publication

1. Certificate of costs, apportionment of costs, and preliminary assessment schedules for Street Improvement District No. 178 and Sewer Extension District No. 46.

The City of **Columbus**

**MEMORANDUM**

**DATE:** October 28, 2020  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Certificate of Costs, Apportionment of Costs, and Preliminary Assessment Schedule for SID#178 and SED#46

**RECOMMENDATION:**

I recommend approval of the Resolution, certificate of costs, and apportionment of costs and set a Board of Equalization meeting for Monday, December 7, 2020, from 6:15 p.m. to 6:45 p.m. at the City Council Chambers.

**DISCUSSION:**

Assessments to benefiting properties for Street Improvement District (SID) #178 (3<sup>rd</sup> Avenue from 8<sup>th</sup> Street to South 3<sup>rd</sup> Street) and Sanitary Extension District (SED) #46 (Lost Creek Parkway from 38<sup>th</sup> Street to west of 10<sup>th</sup> Avenue) in accordance with State Statutes and City Assessment Policy. A preliminary assessment schedule and map is included for your information.

SID#178 maximum assessment amounts were capped in letters to property owners in 2008. Two properties on SED#46 have obtained Agricultural Deferments.

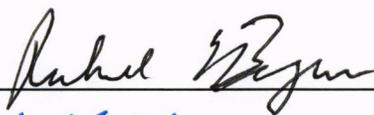
**FISCAL IMPACT:**

Assessments to benefiting properties.

**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

By: 

Approved By: 



# City of Columbus

## Engineering Department

Phone: 402-562-4309 Fax: 402-562-4265

[www.columbusne.us](http://www.columbusne.us)

October 28, 2020

RE: CERTIFICATE OF COSTS APPORTIONMENT OF COSTS AND PRELIMINARY ASSESSMENT SCHEDULE  
FOR SID #178, AND SED #46

### SID #178 (3<sup>rd</sup> Avenue from 8<sup>th</sup> Street to South 3<sup>rd</sup> Street)

|   |                       |
|---|-----------------------|
| Construction Contract                         | \$2,095,973.71        |
| Engineering (Actual Cost of Consultant)       | \$ 546,180.58         |
| Legal – 2.5%                                  | \$ 52,399.34          |
| Printing and Publications                     | \$ 250.00             |
| Interest 4%                                   | \$ 83,838.94          |
| <b>TOTAL</b>                                  | <b>\$2,778,642.57</b> |
| Assessable Costs to Property Owners (Capped)  | \$ 366,133.28         |
| Surface Transportation Program (STP) (Capped) | \$1,395,632.00        |
| General Obligation Cost                       | \$1,016,877.29        |

### SED #46 (Lost Creek Parkway from 38<sup>th</sup> Street to West of 10<sup>th</sup> Avenue)

|   |                      |
|---|----------------------|
| Construction Contract                   | \$ 767,375.75        |
| Engineering (Actual Cost of Consultant) | \$ 109,446.75        |
| Legal – 2.5%                            | \$ 19,184.39         |
| Printing and Publications               | \$ 250.00            |
| Interest 4%                             | \$ 30,695.03         |
| <b>TOTAL</b>                            | <b>\$ 926,951.92</b> |
| Assessable Costs to Property Owners     | \$ 263,709.93        |
| Ag Deferrals                            | \$ 538,472.32        |
| General Obligation Cost                 | \$ 126,930.16        |

Xc: City Attorney  
City Finance Depart.



SEWER EXTENSION DISTRICT #46  
LOST CREEK PARKWAY FROM 38TH ST TO WEST OF 10TH AVE  
COLUMBUS, NEBRASKA  
Preliminary Assessment Schedule

Cost Breakdown

| <u>Total Costs</u>             |                             | <u>Total Costs</u>           |                            |
|--------------------------------|-----------------------------|------------------------------|----------------------------|
| Construction Cost              | \$ 767,375.75               | Charge to Property Owners    | \$261,549.44               |
| Engineering and Observation    | \$ 109,446.75               | Charge to General Obligation | \$126,930.16               |
| Interest, Legal, Publishing, & | <u>\$ 50,129.42</u>         | Ag Deferments                | <u>\$538,472.32</u>        |
| <b>Total</b>                   | <u><u>\$ 926,951.92</u></u> | <b>Total</b>                 | <u><u>\$926,951.92</u></u> |

Total assessable front footage - 8,102 feet

Project multiplier = (\$109,446.75 + \$50,129.42) / \$767,375.75 = 0.2080

General Obligation: Cost of oversize main and intersection costs = \$13.93/foot

Basis of Assessment: (\$767,375.75 / 8,102 foot x 1.2080 = \$114.41/foot - \$13.93/foot) = \$100.48/foot

| PID | Description                             | Property Owner                                  | Equivalent Front Footage | Rate   | Total Assessment |
|-----|---|---|--------------------------|--------|------------------|
|     | Energy Triangle 2nd Addition Lots 1 - 6 | Loup River Public Power District c/o Neal Suess | 2603.00                  | 100.48 | 261,549.44       |

Lot Breakdown by area:

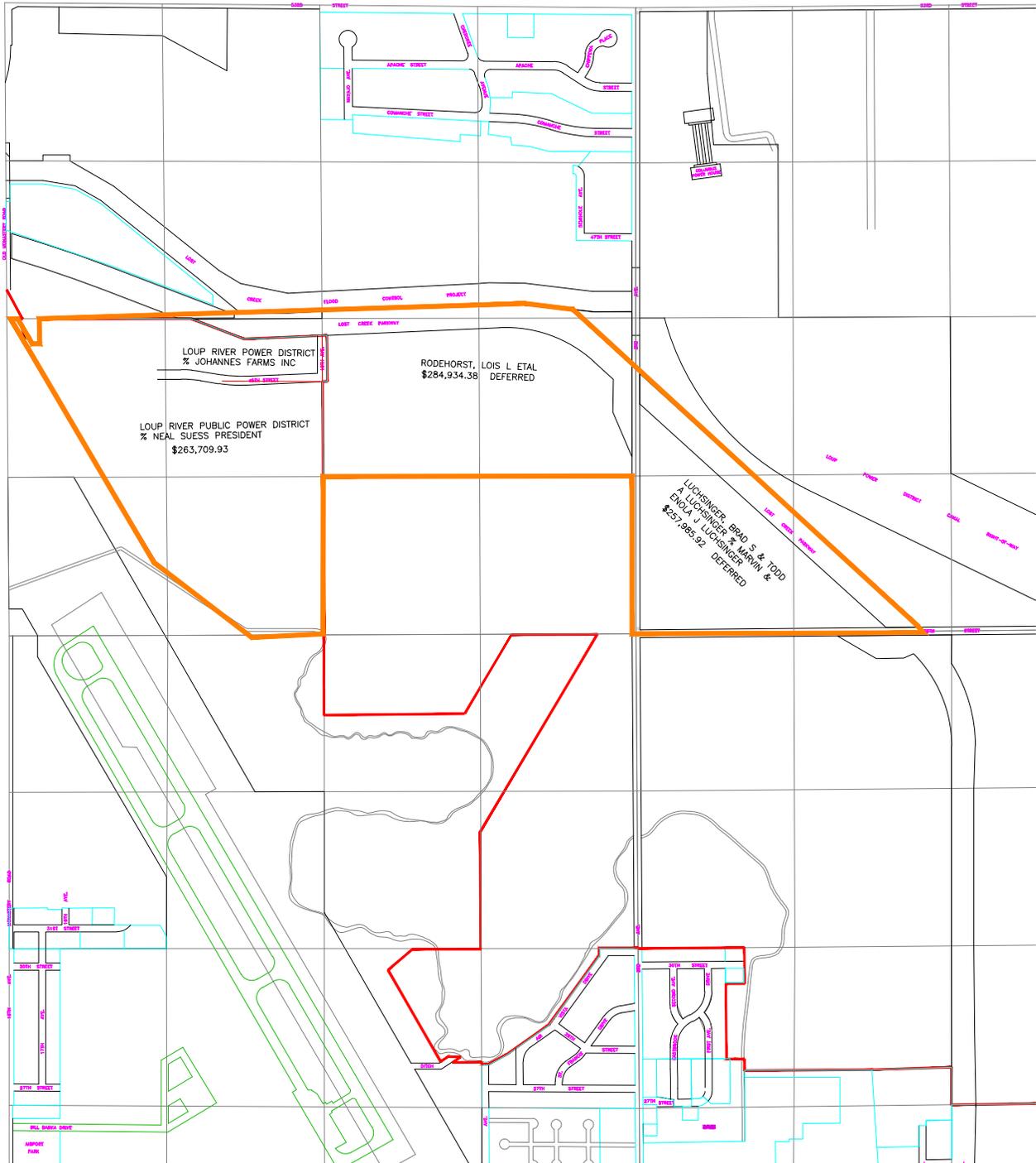
|           |  |  |               |
|-----------|--|--|---------------|
| 710164272 | Energy Triangle 2nd Addition 0-0-0 Lot 1 | Loup River Public Power District c/o Neal Suess          | \$ 49,855.47  |
| 710164279 | Energy Triangle 2nd Addition 0-0-0 Lot 2 | Loup River Public Power District c/o Neal Suess          | \$ 7,516.67   |
| 710164286 | Energy Triangle 2nd Addition 0-0-0 Lot 3 | Loup River Public Power District c/o Neal Suess          | \$ 9,817.69   |
| 710164293 | Energy Triangle 2nd Addition 0-0-0 Lot 4 | Loup River Public Power District c/o Neal Suess          | \$ 5,087.81   |
| 710164300 | Energy Triangle 2nd Addition 0-0-0 Lot 5 | Loup River Public Power District c/o Neal Suess          | \$ 6,136.06   |
| 710164307 | Energy Triangle 2nd Addition 0-0-0 Lot 6 | Loup River Public Power District c/o Johannes Farms Inc. | \$ 183,135.74 |

AG DEFERMENT PROPERTIES

|           |                                      |  |         |          |                           |
|-----------|--------------------------------------|--|---------|----------|---------------------------|
| 710016009 | Part SW 1/4 Sec 9, T17N, R1E         | Brad S & Todd A Luchsinger c/o Marvin & Enola Luchsinger | 2812.50 | \$100.48 | \$ 282,600.00<br>DEFERRED |
| 710015848 | Part N 1/2, SE 1/4, Sec 8, T17N, R1E | Lois L Rodehorst, ETAL                                   | 2546.50 | 100.48   | \$ 255,872.32<br>DEFERRED |

The City of **Columbus**  
NEBRASKA

SED #46 ASSESSMENTS



LOUP RIVER POWER DISTRICT  
% JOHANNES FARMS INC

RODEHORST, LOIS L ETAL  
\$284,934.38 DEFERRED

LOUP RIVER PUBLIC POWER DISTRICT  
% NEAL SUESS PRESIDENT  
\$263,709.93

LUCINSINGER, BRAD S & TODD  
A LUCINSINGER & MARIN &  
\$257,965.92 DEFERRED

PROPERTY OWNERS

STREET IMPROVEMENT DISTRICT #178  
 3RD AVENUE FROM 8TH STREET TO SOUTH 3RD STREET  
 COLUMBUS, NEBRASKA  
Preliminary Assessment Schedule  
Cost Breakdown

| <u>Total Costs</u>             |                               | <u>Total Costs</u>                   |                              |
|--------------------------------|-------------------------------|--------------------------------------|------------------------------|
| Construction Cost              | \$ 2,095,973.71               | Charge to Property Owners            | \$366,133.28                 |
| Engineering and Observation    | \$ 546,180.58                 | Charge to General Obligation         | \$1,016,877.29               |
| Interest, Legal, Publishing, & | <u>\$ 136,488.28</u>          | Surface Transportation Program (STP) | <u>\$1,395,632.00</u>        |
| Total                          | <u><u>\$ 2,778,642.57</u></u> | Total                                | <u><u>\$2,778,642.57</u></u> |

Total assessable front footage - 5765.14 feet

Basis of Assessment:  $\$2,778,642.57 \times 0.2 = \$555,728.51$  (Maximum)  
 $\$555,728.51 / 5765.14 = \$96.39/\text{foot}$   
 Subject to lump sum capped assessment

| PID       | Description                     | Property Owner                                       | Equivalent Front Footage | Rate  | Total Assessment | Capped Total Assessment |
|-----------|---------------------------------|--|--------------------------|-------|------------------|-------------------------|
| 710082929 | Lot 1 Blk C Centennial Park 3rd | Maria D Espinoza                                     | 94.70                    | 96.39 | 9,128.13         | \$ 6,248.00             |
| 710082936 | Lot 2 Blk C Centennial Park 3rd | Lucas Campos De Castro & Paula Andrea Sandoval Borda | 75.00                    | 96.39 | \$ 7,229.25      | \$ 4,950.00             |
| 710082943 | Lot 3 Blk C Centennial Park 3rd | Brandon D Miller & Rachel J Bohrer                   | 75.00                    | 96.39 | \$ 7,229.25      | \$ 4,950.00             |
| 710082950 | Lot 4 Blk C Centennial Park 3rd | Earley Rentals LLC                                   | 75.00                    | 96.39 | \$ 7,229.25      | \$ 4,950.00             |
| 710082957 | Lot 5 Blk C Centennial Park 3rd | Catherine M Cieloha                                  | 75.00                    | 96.39 | \$ 7,229.25      | \$ 4,950.00             |
| 710082964 | Lot 6 Blk C Centennial Park 3rd | Amanda L Moseman                                     | 75.00                    | 96.39 | \$ 7,229.25      | \$ 4,950.00             |
| 710083055 | Lot 1 Blk D Centennial Park 3rd | Helen J Abbott                                       | 73.00                    | 96.39 | \$ 7,036.47      | \$ 5,610.00             |
| 710083139 | Lot 2 Blk C Centennial Park 4th | Anthoney J & Kristy L Jensen                         | 85.00                    | 96.39 | \$ 8,193.15      | \$ 5,610.00             |
| 710083188 | Lot 7 Blk D Centennial Park 4th | Kevin JC & Paige N Albers                            | 88.85                    | 96.39 | \$ 8,564.25      | \$ 3,426.50             |
| 710083181 | Lot 6 Blk D Centennial Park 4th | Daniel D & Lelissa M Schultz                         | 9.15                     | 96.39 | \$ 881.97        | ---                     |
| 710131638 | Lot 6 Blk B Centennial Park 5th | Mark J & Nadine L Prosocki                           | 5.22                     | 96.39 | \$ 503.16        | ---                     |
| 710131645 | Lot 7 Blk B Centennial Park 5th | Christopher S & Jodi K Beyer                         | 124.80                   | 96.39 | \$ 12,029.47     | \$ 4,290.00             |

PAGE 2

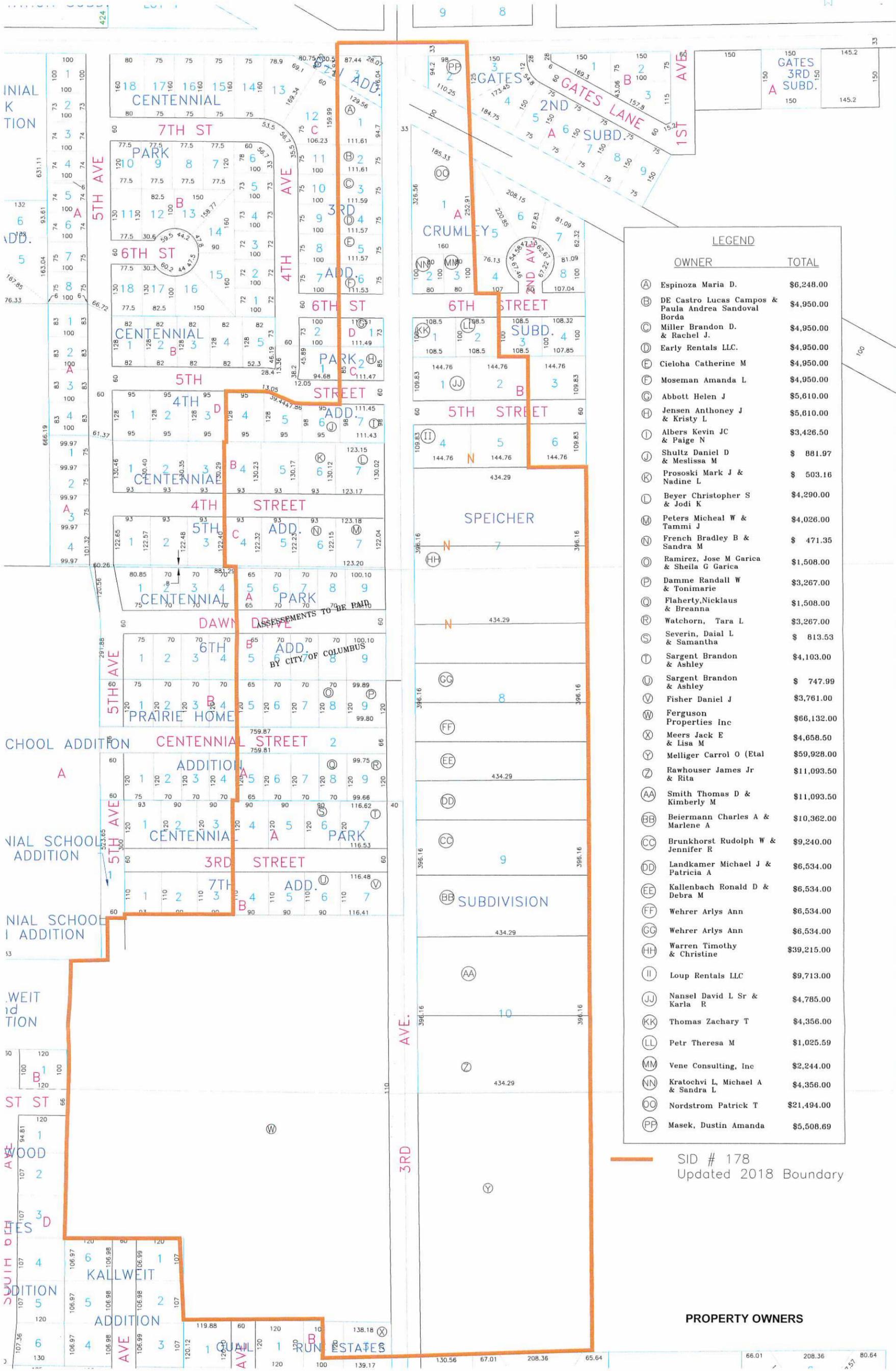
| PID       | Description  | Property Owner                          | Equivalent Front Footage | Rate  | Total Assessment | Capped Total Assessment |
|-----------|--|---|--------------------------|-------|------------------|-------------------------|
| 710131694 | Lot 7 Blk C Centennial Park 5th                          | Michael W & Tammi J Peters              | 117.15                   | 96.39 | \$ 11,292.09     | \$ 4,026.00             |
| 710131687 | Lot 6 Blk C Centennial Park 5th                          | Bradley B & Sandra M French             | 4.89                     | 96.39 | \$ 471.35        | ---                     |
| 710145722 | Lot 8 Blk B Prairie Home Add                             | Jose M Garcia & Sheila G Garcia Ramirez | 17.56                    | 96.39 | \$ 1,692.61      | \$ 1,508.00             |
| 710145729 | Lot 9 Blk B Prairie Home Add                             | Randall W & Tonimarie Damme             | 102.44                   | 96.39 | \$ 9,874.19      | \$ 3,267.00             |
| 710145666 | Lot 9 Blk A Prairie Home Add                             | Tara L Watchorn                         | 102.41                   | 96.39 | \$ 9,871.30      | \$ 3,267.00             |
| 710145659 | Lot 8 Blk A Prairie Home Add                             | Nicklaus & Breanna Flaherty             | 17.59                    | 96.39 | \$ 1,695.50      | \$ 1,508.00             |
| 710160086 | Lot 6 Blk A Centennial Park 7th Addition                 | Daniel L & Samantha Severin             | 8.44                     | 96.39 | \$ 813.53        | ---                     |
| 710160093 | Lot 6 Blk B Centennial Park 7th Addition                 | Brandon & Ashley Sargent                | 7.76                     | 96.39 | \$ 747.99        | ---                     |
| 710160142 | Lot 7 Blk B Centennial Park 7th Addition                 | Daniel J Fischer                        | 102.24                   | 96.39 | \$ 9,854.91      | \$ 3,761.00             |
| 710160093 | Lot 7 Blk A Centennial Park 7th Addition                 | Brandon & Ashley Sargent                | 111.56                   | 96.39 | \$ 10,753.27     | \$ 4,103.00             |
| 710018158 | 29-17-1 E TR SE1/4 NE1/4 & NE1/4 SE1/4                   | Ferguson Properties, Inc.               | 1013.89                  | 96.39 | \$ 97,728.86     | \$ 66,132.00            |
| 710143496 | Lot 3 Blk B Quail Run Estates 3rd Add                    | Jack E & Lisa M Meers                   | 120.00                   | 96.39 | \$ 11,566.80     | \$ 4,658.50             |
| 710095837 | A TR IN NW SW CONT 6.919 AC 28-17-1E Land in City Limits | Doris J Melliger ETA % Gregg Melliger   | 795.48                   | 96.39 | \$ 76,676.32     | \$ 59,928.00            |
| 710018095 | 28-17-1 E TR IN NW SW                                    | James Jr. & Rita Rawhouser              | 198.08                   | 96.39 | \$ 19,092.93     | \$ 11,093.50            |
| 710111629 | N1/2 Lot 10 Speicher                                     | Thomas D & Kimberly M Smith             | 198.08                   | 96.39 | \$ 19,092.93     | \$ 11,093.50            |
| 710111615 | S157' Lot 9 Speicher                                     | Charles A & Marlene A Beiermann         | 157.00                   | 96.39 | \$ 15,133.23     | \$ 10,362.00            |
| 710111608 | PT Lot 9 Speicher  | Rudolph W & Jennifer R Brunkhorst       | 140.12                   | 96.39 | \$ 13,506.17     | \$ 9,240.00             |
| 710111622 | N1/4 Lot 9 Speicher                                      | Michael J & Patricia A Landkammer       | 99.04                    | 96.39 | \$ 9,546.47      | \$ 6,534.00             |
| 710111601 | S1/4 Lot 8 Speicher                                      | Ronald D & Debra M Kallenbach           | 99.04                    | 96.39 | \$ 9,546.47      | \$ 6,534.00             |
| 710111594 | N1/2 S1/2 Lot 8 Speicher .99 AC                          | Arlys Ann Wehrer                        | 99.04                    | 96.39 | \$ 9,546.47      | \$ 6,534.00             |
| 710111587 | S1/2 N1/2 Lot 8 Speicher                                 | Arlys Ann Wehrer ETAL                   | 99.04                    | 96.39 | \$ 9,546.47      | \$ 6,534.00             |

PAGE 3

| PID       | Description   | Property Owner                  | Equivalent Front Footage | Rate  | Total Assessment | Capped Total Assessment |
|-----------|---|---------------------------------|--------------------------|-------|------------------|-------------------------|
| 710111580 | N1/4 Lot of 8 & S1/2 Lot<br>7 Speicher and N1/2 Lot                   | Timothy A & Christine J Warren  | 495.20                   | 96.39 | \$ 47,732.33     | \$ 39,215.00            |
| 710111552 | Lots 4-5 & 6 Speicher<br>and E14' of Lot 1 & Lot 2                    | Loup Rentals LLC                | 110.45                   | 96.39 | \$ 10,646.28     | \$ 9,713.00             |
| 710111531 | Lot 1 EXC E14' Speicher   | David L Sr & Karla R Nansel     | 109.21                   | 96.39 | \$ 10,526.75     | \$ 4,785.00             |
| 710086863 | Lot 1 Blk B Crumley   | Zachary Thomas                  | 89.36                    | 96.39 | \$ 8,613.41      | \$ 4,356.00             |
| 710086870 | Lot 2 Blk B Crumley   | Theresa M Petr                  | 10.64                    | 96.39 | \$ 1,025.59      | ---                     |
| 710086821 | Lot 3 Blk A Crumley   | Vene Consulting, Inc.           | 25.45                    | 96.39 | \$ 2,453.13      | \$ 2,244.00             |
| 710086814 | Lot 2 Blk A Crumley   | Michael A & Sandra L Kratochvil | 75.54                    | 96.39 | \$ 7,281.30      | \$ 4,356.00             |
| 710086807 | Lot 1 Blk A Crumley   | Patrick T Nordstrom             | 326.56                   | 96.39 | \$ 31,477.12     | \$ 21,494.00            |
| 710095802 | N OF CL ABAND RR<br>ROW 28-17-1E 6.6 AC &<br>LOT 2 BLK A GATES<br>2ND | Dustin & Amanda Masek           | 57.15                    | 96.39 | \$ 5,508.69      | ---                     |

The City of **Columbus**  
NEBRASKA

SID #178 ASSESSMENTS



**LEGEND**

| OWNER  | TOTAL       |
|--|-------------|
| (A) Espinoza Maria D.                                    | \$6,248.00  |
| (B) DE Castro Lucas Campos & Paula Andrea Sandoval Borda | \$4,950.00  |
| (C) Miller Brandon D. & Rachel J.                        | \$4,950.00  |
| (D) Early Rentals LLC.                                   | \$4,950.00  |
| (E) Cieloha Catherine M                                  | \$4,950.00  |
| (F) Moseman Amanda L                                     | \$4,950.00  |
| (G) Abbott Helen J                                       | \$5,610.00  |
| (H) Jensen Anthony J & Kristy L                          | \$5,610.00  |
| (I) Albers Kevin JC & Paige N                            | \$3,426.50  |
| (J) Shultz Daniel D & Meslissa M                         | \$ 881.97   |
| (K) Prosocki Mark J & Nadine L                           | \$ 503.16   |
| (L) Beyer Christopher S & Jodi K                         | \$4,290.00  |
| (M) Peters Micheal W & Tammi J                           | \$4,026.00  |
| (N) French Bradley B & Sandra M                          | \$ 471.35   |
| (O) Ramirez, Jose M Garica & Sheila G Garica             | \$1,508.00  |
| (P) Damme Randall W & Tonimarie                          | \$3,267.00  |
| (Q) Flaherty, Nicklaus & Breanna                         | \$1,508.00  |
| (R) Watchorn, Tara L                                     | \$3,267.00  |
| (S) Severin, Daial L & Samantha                          | \$ 813.53   |
| (T) Sargent Brandon & Ashley                             | \$4,103.00  |
| (U) Sargent Brandon & Ashley                             | \$ 747.99   |
| (V) Fisher Daniel J                                      | \$3,761.00  |
| (W) Ferguson Properties Inc                              | \$66,132.00 |
| (X) Meers Jack E & Lisa M                                | \$4,658.50  |
| (Y) Melliger Carrol O (Etal                              | \$59,928.00 |
| (Z) Rawhouser James Jr & Rita                            | \$11,093.50 |
| (AA) Smith Thomas D & Kimberly M                         | \$11,093.50 |
| (BB) Beiermann Charles A & Marlene A                     | \$10,362.00 |
| (CC) Brunkhorst Rudolph W & Jennifer R                   | \$9,240.00  |
| (DD) Landkamer Michael J & Patricia A                    | \$6,534.00  |
| (EE) Kallenbach Ronald D & Debra M                       | \$6,534.00  |
| (FF) Wehrer Arlys Ann                                    | \$6,534.00  |
| (GG) Wehrer Arlys Ann                                    | \$6,534.00  |
| (HH) Warren Timothy & Christine                          | \$39,215.00 |
| (II) Loup Rentals LLC                                    | \$9,713.00  |
| (JJ) Nansel David L Sr & Karla R                         | \$4,785.00  |
| (KK) Thomas Zachary T                                    | \$4,356.00  |
| (LL) Petr Theresa M                                      | \$1,025.59  |
| (MM) Vene Consulting, Inc                                | \$2,244.00  |
| (NN) Kratochvi L, Michael A & Sandra L                   | \$4,356.00  |
| (OO) Nordstrom Patrick T                                 | \$21,494.00 |
| (PP) Masek, Dustin Amanda                                | \$5,508.69  |

SID # 178  
Updated 2018 Boundary

**PROPERTY OWNERS**

- B. Resolution No. R20-112 approving addendum to agreement with School District No. 1 for use of Aquatic Center.

**RESOLUTION NO. R20- 112**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN ADDENDUM TO THE AGREEMENT WITH SCHOOL DISTRICT NO. 1 OF THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, FOR USE OF THE AQUATIC CENTER FOR COVID-19 RESTRICTIONS, 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 novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact; and

WHEREAS, on March 13, 2020, the governor of the state of Nebraska declared a state of emergency related to COVID-19 within the entire state of Nebraska, and this state of emergency remains in effect; and

WHEREAS, directed health measures are in effect for every county in the state of Nebraska and may be extended; and

WHEREAS, on May 21, 2020, the governor announced that the directed health measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain adult and/or youth team sports; and

WHEREAS, it is anticipated that future guidance from the State of Nebraska will permit additional team sports and other recreational activities; and

WHEREAS, players, coaches, officials, volunteers, and others who participate in such games, practices, or other recreational activities and related activities, and spectators who attend such activities risk the dangers of illness, disease, medical complications, injury, or death, caused by or related to COVID-19, by voluntarily entering the municipal property, facilities, and/or grounds on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in such games, practices, or other recreational activities and related activities; and

WHEREAS, it is the intent of the City of Columbus to permit the resumption of adult and/or youth team sports and other recreational activities on municipal property and/or facilities, in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including, but not limited to, the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* and such further laws and guidance that may be issued in the future, provided that every individual, organization, or group sponsoring such activities, and all participants and spectators fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result

of the presence of COVID-19 in the state of Nebraska, and provided that participants in such activities sign an agreement that releases the City of Columbus, its elected and appointed officials and employees, and all other participants in adult and/or youth team sports or other recreational activities from liability associated with exposure to COVID-19 in the course of such activities; and

WHEREAS, School District No. 1 of the City of Columbus, Platte County, Nebraska, currently has an agreement to use the city's Aquatic Center and desires to enter into and comply with all provisions in the *COVID-19: Addendum to Agreement for Use of Municipal Property for Sports or Other Recreational Activities* to use the Aquatic Center, a copy of said agreement is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the addendum to the agreement with School District No. 1 of the city of Columbus, Platte County, Nebraska, for use of the Aquatic Center for Covid-19 restrictions, 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, 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



# The City of *Columbus*

## BOARD OF PARKS COMMISSIONERS

Public Property Director (402) 562-4240

Fax (402) 562-4265

DATE: October 20, 2020

TO: Mayor and City Council

FROM: Board of Park Commissioners

RE Addendum to CHS/Aquatic Center agreement

At the October 20, 2020 Park Board meeting, the Board of Parks Commissioner's recommended to the City Council that they approve an addendum to the agreement between the Columbus Public Schools and the Aquatic Center/City of Columbus regarding COVID 19 protocol for the Columbus High School swim team.

This matches the addendum that was signed for the other high school sports using city facilities.

Brad Hansen  
Park Board Chairman

By:

Approved By:

## **COVID-19: Addendum to Agreement for Use of Municipal Property for Sports or Other Recreational Activities**

This Addendum to Agreement (“Addendum”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between School District No. 1 of The City of Columbus, Platte County, Nebraska, (“Licensee”) and The City of Columbus, Nebraska, a municipal Corporation (“Licensor”).

### **RECITALS**

- A. The parties previously executed an Agreement effective as of October 1, 2018, (the “Agreement”) relating to certain municipal real property and/or facilities as described in the Agreement (the “Premises”). A full copy of this Agreement can be found attached to Licensor’s Resolution Number R18-128.
- B. Licensee has utilized the Premises for organizing and operating adult and/or youth team sports on municipal playing field(s), court(s), or other grounds suitable for sports and other recreational activities, and/or the associated structures and improvements included therewith.
- C. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation.
- D. Licensee desires to continue to utilize the Premises for adult and/or youth team sports or other recreational activities and is willing to enter into this Addendum in order to ensure that the operation of the real property during all practices and games follows the current applicable rules for safe operation.
- E. Licensee acknowledges and agrees that the use of the Premises for adult and/or youth team sports or other recreational activities and related activities, and the participation in those activities thereon, presents an inherent risk of exposure to and contracting of COVID-19 and novel coronavirus to all individuals involved. By choosing to conduct and participate in activities on the Premises, Licensee, its employees, volunteers, agents, contractors, umpires, coaches, participants, and spectators are accepting that risk.
- F. The parties desire to amend the Agreement to clarify certain management obligations of Licensee in effect as a result of the COVID-19 and novel coronavirus situation.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation, management, policing, and enforcing of the Premises during the term of the Agreement when the Premises are being utilized for organized adult and/or youth team sports or other recreational activities, including, but not limited to, games, practices, and related activities. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises,

including, but not limited to, the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, issued by the State of Nebraska attached hereto as Exhibit “A” and incorporated herein by this reference, any other comparable guidelines that may be promulgated by the State of Nebraska regarding sports or other recreational activities, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Licensor (collectively the “Rules”), including the enforcement of the same. Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches, volunteers, team managers, participants, appropriate personnel, and spectators utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all coaches or team managers to ensure that the Rules are followed. Licensee shall ensure that each and every participant (employees, volunteers, agents, contractors, umpires, officials, coaches, and participants) has been provided in advance with a copy of the guidelines and any amendments, replacements, or supplements thereto.

2. Maintenance. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for adult and/or youth team sports or other recreational activities hereunder. Such obligation shall include, but not be limited to, cleaning and disinfecting restroom facilities regularly while players and fans are present, and placing markings on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart, if any such restroom facilities are included and open for use on the Premises. Licensee shall also ensure that the concession stand, if any, is only allowed to open if all requirements set forth in the Rules are followed. Licensee shall ensure that the drinking fountains, if any, are only utilized in accordance with the applicable Rules. Licensee shall ensure that the stands, bleachers, or other facilities are only utilized in accordance with the applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Licensee shall be responsible for providing, purchasing, and utilizing the supplies (cleaning supplies, rope, etc.) necessary to follow the Rules, guidelines, and directed health measures.

3. Participants Agreement/Waiver For Sports or Other Recreational Activities Required. All individuals (employees, volunteers, agents, contractors, umpires, officials, coaches, and participants) who use or enter upon the Premises in conjunction with Licensee’s use shall be required to sign, or have their legal guardian sign, in substantially the same form, the approved *COVID-19: Participants Agreement/Waiver for Sports or Other Recreational Activities* attached hereto as Exhibit “B” and incorporated herein by this reference. Licensee shall collect said Participants Agreement/Waiver For Sports or Other Recreational Activities from all required individuals, including those teams and affiliated participants traveling from out of town, and provide said executed agreement to the City Clerk at least 24 hours before the activity/game is scheduled to start.

4. Insurance. During the term of the Agreement, Licensee shall, at its own cost and expense, procure and continue in force such insurance policies as are required by Licensor. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and minimum coverage of any vehicle used to maintain fields or such other amount as is reasonably agreed to by the parties. Licensor shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing

insurance carried with proof of payment of the premium, shall be deposited with Licensor prior to the commencement date of the term hereof and within ten (10) days of the each anniversary date thereafter. If possible and financially feasible, Licensee shall endeavor to have the foregoing insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Licensee shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

5. Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

6. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal open hours, for examination and to determine compliance on the part of the Licensee with the Agreement and this Addendum.

7. Remedies. Should Licensor, in its sole discretion, determine at any time that any of terms of the Agreement and/or this Addendum are in default or are not being strictly followed by Licensee, Licensor has the absolute right to immediately cause the sporting activity or event to be suspended until the violations is corrected or to declare the same terminated; to cancel any remaining games and events for that day; to suspend the Licensee's use of the Premises until further notice; and/or, to declare the License at an end and terminate the Agreement outright. The remedies of Licensor set forth in this provision shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

8. Reconfirm Other Terms. All other terms and conditions of the Agreement are hereby confirmed by Licensor and Licensee, except to the extent they expressly conflict with the terms of this Addendum.

9. Partial Invalidity. If any term or provision of the terms of the Agreement and/or this Addendum or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement and/or this Addendum or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement and/or this Addendum shall be valid and enforced to the fullest extent permitted by law.

10. Non-Waiver. No waiver by Licensor of any default, breach or violation of the Agreement and/or this Addendum or the application thereof, to any person or circumstances, shall operate as a waiver of any other default or of the same default on a future occasion.

11. Counterparts. This Addendum may be executed in two or more counterparts, all of which shall, in the aggregate, be considered one and the same instrument.

12. Terms. Any capitalized terms used herein and not otherwise defined in this Addendum shall have the meaning assigned in the Agreement.

13. Effective Date. This Addendum shall be effective as of the signature date of each Party.

IN WITNESS WHEREOF, the parties hereto hereby execute this Addendum as of the day and year first above written.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2020 by the City of Columbus, Nebraska.

\_\_\_\_\_  
James Bulkley, Mayor of the City of Columbus

Executed this \_\_\_\_ day of \_\_\_\_\_, 2020 by School District No. 1 of The City of Columbus, Platte County, Nebraska.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Position/Title: \_\_\_\_\_

## June 1<sup>st</sup> Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

### Classification of Team Sports According to Contact Level

| Contact          | Limited-Contact         | Non-Contact                 |
|------------------|-------------------------|-----------------------------|
| Basketball       | Baseball                | Badminton                   |
| Boxing           | Football, flag or touch | Bowling                     |
| Cheerleading     | Softball                | Crew/Rowing                 |
| Football, tackle | Volleyball              | Curling                     |
| Gymnastics       |                         | Dance                       |
| Hockey           |                         | Rodeo* and horseback riding |
| Lacrosse         |                         | Swimming                    |
| Martial arts     |                         | Track and field events      |
| Rugby            |                         |                             |
| Soccer           |                         |                             |
| Wrestling        |                         |                             |

\* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

### Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

### June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.

- Team Organized practices for Noncontact and Limited-Contact Sports may begin unless circumstances dictate a change in date.
- Rodeo events may also begin.
- Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
- Dugout and bench use will not be allowed. Players and their items when not on the field/court should be lined up against the fence/wall at least six (6) feet apart.
- Parents must remain in their cars or drop off and pick players up afterwards.
- Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use. Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each practice.
- Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate.
- Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
  - The use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.
- Team organized practices for contact sports remain suspended.

## June 18

- Team Organized games for Noncontact and Limited-Contact sports may begin unless circumstances dictate a change in date.
- Same guidelines apply as above for practices.
- Use of dugouts and benches are permitted during games only.
  - For baseball and softball, the bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
  - For all other sports, additional benches or bleachers should be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
- Players should use their own equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use.
  - Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each game/match.
- Fan attendance is limited to household members of the players on the team. (*Collegiate, semi-professional, and professional games will follow gathering requirements under the Directed Health Measures and must submit plans prior to reopening if facilities meet these requirements.*) For outdoor sports, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within in six (6) feet of the teams' benches or for baseball and softball within the area from behind home plate to six (6) feet past the far end of each dugout.
  - If game/match is held at a facility that has a capacity of 500 or more individuals, (1,000 or more in counties over 500,000 population) shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.
- Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
- Post-game handshakes or interaction between teams are prohibited.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
  - Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
  - Clean and disinfect high touch surfaces regularly while players and fans are present.
  - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
  - Whenever possible, practice social distancing between staff.
  - All employees directly interacting with customers should wear face coverings.
  - All food code regulations must still be followed.
  - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



**COVID-19: Participants Agreement/Waiver For Sports or Other Recreational Activities**

(Please print clearly or type and fill in all blanks and sign below)

Participant's Name (Player, Competitor, Coach, Team Manager, Official/Umpire, Volunteer, or Other Participant):

\_\_\_\_\_

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

Municipality: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Age of Participant \_\_\_\_\_

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.

**ACKNOWLEDGMENT AND ASSUMPTION OF RISK**

Participant as used in this document means any Player, Competitor, Coach, Team Manager, Official/Umpire, Volunteer, or Other Participant.

The undersigned represents and affirms that he or she is the parent and/or legal guardian of the participant 17 years old or younger named above, if any. The undersigned further represents and affirms that he or she has discussed this document with the other parent and/or legal guardian of the participant 17 years old or younger named above, if any, and other parent and/or legal guardian of the participant is in agreement with the terms and conditions described herein.

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property and/or public facilities of any Municipality and participating in or viewing adult and/or youth games, practices, or other group recreational activities, or by authorizing the participation of a minor in or the presence of a minor at such games, practices, or other group recreational activities. No one guarantees that you or your child(ren) will not become infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

The undersigned shall comply with all, rules, and written or verbal instructions, posted safety signs, and the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* issued by the Governor of the State of Nebraska (and any amendments, replacements, or supplements thereto) as conditions for

participation in any event and/or activity at property of any Municipality. The undersigned agrees to keep informed as to any updated information or guidelines and will monitor appropriate websites during the term of this Agreement.

## **COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE**

In consideration of the above-listed Player, Competitor, Coach, Team Manager, Official/Umpire, Volunteer, or Other Participant ("Participant") being allowed to participate in adult and/or youth team sports or other group recreational activities on municipal property and/or public facilities, the Participant or the parent(s) or legal guardian (if allowed Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE every city or village (hereinafter, **Municipality**) on whose property and/or public facilities Participant participates in any adult and/or youth games, practices, or other group recreational activities, together with each such **Municipality's** mayor and council, village board of trustees, manager/administrator, clerk, agents, volunteers, and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees") from any and all liability to the Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of any such **Municipality**, participating in or viewing any such game, practice, or other group recreational activity, or other use of public facilities on the property of any such **Municipality**, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the game, practice, or other group recreational activity, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.
2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto or use of the property and/or public facilities of any such **Municipality** in connection with any game, practice, or other group recreational activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
3. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by any such **Municipality** relating to COVID-19 or other safety or hygiene precautions, understanding that the **Municipality** may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the game, practice, or other group recreational activity at the election of the **Municipality** at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under

applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves *and* binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full. The undersigned agree(s) that this Agreement shall extend to and be binding upon any heirs, personal representatives, successors and assigns of the undersigned hereto.

I AM THE AGE OF MAJORITY, AM COMPETENT, AND HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT. I HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS. I SIGN THIS FREELY AND VOLUNTARILY WITHOUT ANY DURESS OR INDUCEMENT.

---

**Signature of Participant**  
**Participant**  
(If 18 Years Old or Older)

---

**Print Clearly or Type Name of**

---

**Signature of Parent**  
(If Participant is 17 Years Old or Younger)

---

**Print Clearly or Type Name of Parent**

---

**Signature of Legal Guardian (If Applicable)**

---

**Print Clearly or Type Name of Legal  
Guardian**

- C. Resolution No. R20-113 approving Change Order No. 3 with B-D Construction, Inc. in the amount of \$64,242.16 for substantial and final construction completion dates for construction of levee improvements.

**RESOLUTION NO R20- 113**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING CHANGE ORDER NO. 3 WITH B-D CONSTRUCTION, INC. IN THE AMOUNT OF \$64,242.16 PROVIDING FOR SUBSTANTIAL AND FINAL CONSTRUCTION COMPLETION DATES FOR CONSTRUCTION OF COLUMBUS LEVEE IMPROVEMENTS.

WHEREAS, award of the contract for the construction of Columbus Levee Improvements on March 21, 2016, with B-D Construction, Inc. in the amount of \$2,663,409.90 and with a final construction completion of 420 calendar days; and

WHEREAS, Change Order Nos. 1 and 2 revised the contract amount to \$2,776,531.02 and revised the final construction completion calendar days to 549 calendar days; and

WHEREAS, the project engineering consultant, city staff, and a representative of B-D Construction, Inc. has subsequently met to discuss a possible revision in the contract price and establishing substantial and final construction completion dates; and

WHEREAS, B-D Construction, Inc. has concurred on the proposed modification of associated cost and of the establishment of substantial and final construction completion dates.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Change Order No. 3 with B-D Construction, Inc. in the amount of \$64,242.16 and establishing substantial and final construction completion dates is approved and the mayor is authorized to sign on behalf of the City of Columbus.

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:** October 28, 2020  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Columbus Levee Improvements - Change Order No. 3

**RECOMMENDATION:**

I recommend approval of Change Order No. 3 with BD Construction, Inc.'s contract for the Columbus Levee Improvements.

**DISCUSSION:**

Change order No. 3 authorizes BD Construction to begin completion of the toe drain installation at the Union Pacific Railroad (UPRR) crossing (Sta. 47+90 to 58+05) and includes materials, labor, and additional railroad insurance necessary for the work. A long delay in obtaining the UPRR permit and extension resulted in delayed work at this location.

The completion of this work will complete the Levee Improvement project which will then allow the engineering consultant to complete and submit the Loup River Levee Certification documents and updated O&M Manual to FEMA for approval. Once FEMA levee certification is received, affected projects such as the Lost Creek Floodplain evaluation will be able to continue.

In addition, traffic control and flaggers will be required as part of the compliance with the UPRR permit with RailPros. It is unknown from RailPros of the extent and associated costs, therefore these costs will be reimbursed on an hourly rate, pier diem, and travel expenses which have been established in Work Change Directive No. 7.

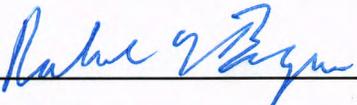
**FISCAL IMPACT:**

Change order amount of \$64,242.16 plus possible costs for RailPro flagging operations.

**ALTERNATIVE:**

Do not approve; however, the Loup River Levee cannot proceed on FEMA accreditation until this work is complete.

**SIGNATURE:**

By: 

Approved By: 

Date of Issuance: **October 28, 2020** Effective Date: **November 2, 2020**  
 Owner: **City of Columbus** Owner's Contract No.:  
 Contractor: **B-D Construction** Contractor's Project No.:  
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **211D3**  
 Project: **2010 Columbus Levee Improvement Contract Name:**

The Contract is modified as follows upon execution of this Change Order:  
 Description: **Necessary insurance and traffic control (flaggers) required by the Union Pacific Railroad for work adjacent to the train tracks**

Attachments:

| CHANGE IN CONTRACT PRICE  | CHANGE IN CONTRACT TIMES<br><i>[note changes in Milestones if applicable]</i>  |
|---|--|
| Original Contract Price:<br>\$ <u>2,663,409.90</u>  | Original Contract Times:<br>Substantial Completion: <u>420 Calendar Days</u><br>Ready for Final Payment: <u>420 Calendar Days</u><br>days or dates   |
| [Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :<br>\$ <u>113,121.12</u> | [Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :<br>Substantial Completion: <u>129 Calendar Days</u><br>Ready for Final Payment: <u>129 Calendar Days</u><br>days |
| Contract Price prior to this Change Order:<br>\$ <u>2,776,531.02</u>  | Contract Times prior to this Change Order:<br>Substantial Completion: <u>549 Calendar Days</u><br>Ready for Final Payment: <u>549 Calendar Days</u><br>days or dates   |
| [Increase] [Decrease] of this Change Order:<br>\$ <u>64,242.16</u>  | [Increase] [Decrease] of this Change Order:<br>Substantial Completion: <u>April 15, 2021</u><br>Ready for Final Payment: <u>June 1, 2021</u><br>days or dates  |
| Contract Price incorporating this Change Order:<br>\$ <u>2,840,773.18</u>   | Contract Times with all approved Change Orders:<br>Substantial Completion: <u>April 15, 2021</u><br>Ready for Final Payment: <u>June 1, 2021</u><br>days or dates  |

|   |   |  |
|---|---|--|
| RECOMMENDED:                              | ACCEPTED:                                 | ACCEPTED:  |
| By: <u>K.K.</u><br>Engineer (if required) | By: _____<br>Owner (Authorized Signature) | By: <u>Darrell Kurose</u><br>Contractor (Authorized Signature) |
| Title: <u>Project Manager</u>             | Title: _____                              | Title: <u>G.M.</u>   |
| Date: <u>10-28-2020</u>                   | Date: _____                               | Date: <u>10/28/20</u>  |

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

## Change Order Estimate

| JEO Project Name: <b>2010 Columbus Levee Improvement</b> |  | JEO Project Number: <b>211D3</b>        |       |              |                          |
|--|--|---|-------|--------------|--------------------------|
| Owner: <b>City of Columbus</b>                           |  | Change Order Number: <b>3</b>           |       |              |                          |
| Contractor: <b>B-D Construction</b>                      |  | Effective Date: <b>November 2, 2020</b> |       |              |                          |
| Item   |  | Change Order Information                |       |              |                          |
| Bid Item No.   | Description  | Item Quantity                           | Units | Unit Price   | Total Value of Item (\$) |
| CO2-a  | Sta 47+90 - 58+05 Improvements   | -1                                      | LS    | \$144,657.88 | (\$144,657.88)           |
| CO3-a  | Stored Material from CO2   | 1                                       | LS    | -\$15,942.02 | (\$15,942.02)            |
| CO3-b  | Remove Toe Drain Pipe (Revised Unit Price)                             | 1,010                                   | LF    | \$2.00       | \$2,020.00               |
| CO3-c  | Remove Toe Drain Structure (Revised Unit Price)                        | 5                                       | EA    | \$200.00     | \$1,000.00               |
| CO3-d  | 12" Perforated Pipe for Toe Drain (Revised Unit Price)                 | 701                                     | EA    | \$44.00      | \$30,844.00              |
| CO3-e  | 12" Solid Wall Pipe for Toe Drain (Revised Unit Price)                 | 380                                     | LF    | \$20.00      | \$7,600.00               |
| CO3-f  | 24" Steel Casing (Jacked and Bored) for Toe Drain (Revised Unit Price) | 293                                     | LF    | \$434.12     | \$127,197.16             |
| CO3-g  | Granual Filter Pack (Revised Unit Price)                               | 6,300                                   | CF    | \$2.00       | \$12,600.00              |
| CO3-h  | Build Riser Structure (Revised Unit Price)                             | 2                                       | EA    | \$3,300.00   | \$6,600.00               |
| CO3-i  | Silt Fence Low Permeability (Revised Unit Price)                       | 1,497                                   | LF    | \$1.50       | \$2,245.50               |
| CO3-j  | TV Inspection of Toe Drain (Revised Unit Price)                        | 1,081                                   | LF    | \$1.40       | \$1,513.40               |
| CO3-k  | Inspection Port (Revised Unit Price)                                   | 2                                       | EA    | \$3,836.00   | \$7,672.00               |
| CO3-l  | Railroad Insurance   | 1                                       | LS    | \$25,550.00  | \$25,550.00              |

Total \$64,242.16

### Time Extension Summary

For the purposes of this change order and the completion of remaining work. Substantial completion shall be defined as the complete installation of toe drain pipe/structures and rough grading. Substantial completion shall be on or before April 15, 2021. Final completion shall be defined as the completion of all work including those defined as substantial completion as well as final grading, seeding and re-establishment of the site. All work shall be complete and ready for Final Payment on or before June 1, 2021.

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