

City Council Regular Meeting  
Monday, October 3, 2022 7:00 PM  
Council Chambers  
2500 14 Street  
Columbus, NE 68601

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

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

# Open Meetings Act

## **Neb. Rev. Stat. § 84-1407. Act, how cited.**

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

## **Neb. Rev. Stat. § 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.

## **Neb. Rev. Stat. § 84-1409. Terms, defined.**

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

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

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, 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) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

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

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such

individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

- (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;
- (b) Discussion regarding deployment of security personnel or devices;
- (c) Investigative proceedings regarding allegations of criminal misconduct;
- (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;
- (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or
- (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

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

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

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

members of the public body. Such challenge and its disposition shall be recorded in the minutes.

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

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

**Neb. Rev. Stat. § 84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual meetings authorized; emergency meeting without notice; appearance before public body.**

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

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

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

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

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

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

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

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

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the

meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

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

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

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

would be provided if virtual conferencing was not used;

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

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

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

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

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

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

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in  
Open Meetings Act

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

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsections (5) and (6) of section 84-1413.

**Neb. Rev. Stat. § 84-1412. Meetings of public body; rights of public; public body; powers and duties.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Neb. Rev. Stat. § 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.

(7) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public web site the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the web site at least twenty-four hours before the meeting of

the governing body. Minutes shall be placed on the web site at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public web site for at least six months.

**Neb. Rev. Stat. § 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.

**Neb. Rev. Stat. § 84-1415. Open Meetings Act; requirements; waiver; validity of action.**

No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

2. **PRAYER**

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

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

4.A. Minutes of September 19, 2022, budget hearing.

PROCEEDINGS OF BUDGET HEARING FOR FISCAL YEAR 2022-2023  
September 19, 2022

A public hearing on the budget for the City of Columbus for Fiscal Year 2022-2023 was convened in open and public session on September 19, 2022, at 5:30 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this public hearing, together with a summary of the proposed budget statement, was given in advance thereof by publication in the Columbus Telegram on September 14, 2022, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this public hearing was given simultaneously to the mayor and members of the city council. Availability of the budget details 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 hearing was open to the public.

Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. Council Member Rich Jablonski was absent and excused. City staff members included City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Public Property Director Doug Moore, Finance Director Heather Lindsley, and Library Assistant Kelli DeRoos.

Vasicek gave a presentation outlining the key provisions of the proposed budget statement, which included a comparison with the current year's budget. No public testimony was heard. The public hearing closed at 6:15 p.m. with a motion by Augustine-Schulte and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

Presented and approved this 3 day of October, 2022.

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MAYOR

ATTEST:

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CITY CLERK

4.B. Minutes of September 19, 2022, City Council meeting.

PROCEEDINGS OF CITY COUNCIL  
September 19, 2022

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on September 19, 2022, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on August 31, 2022, 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, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. Council Member Rich Jablonski was absent and excused. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Public Property Director Doug Moore, Finance Director Heather Lindsley, Human Resource Director Tammy Orender, and Library Assistant Kelli DeRoos.
2. **PRAYER:** Augustine-Schulte led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was sung and the Pledge of Allegiance was recited.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Augustine-Schulte and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.
  - 4.A. **Minutes of September 6, 2022, City Council meeting.**
  - 4.B. **Resolution No. R22-114 authorizing payment of various improvement projects.** Resolution No. R22-114 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE

PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: B-D CONSTRUCTION, INC. - FIRE STATION #2, \$190,568.71; B-D CONSTRUCTION, INC. - FIRE STATION #2, \$408,500.00; BOYD JONES CONSTRUCTION CO. - COMMUNITY BUILDING, \$1,621,593.20; CAPITAL CITY ELECTRIC, INC. - PAWNEE PARK BASEBALL LIGHTING, \$244,625.00; CAPITAL CITY ELECTRIC, INC. - PAWNEE PARK BASEBALL LIGHTING, \$179,470.20; CAPITAL CITY ELECTRIC, INC. - PAWNEE PARK BASEBALL LIGHTING, \$56,022.45; GEHRING CONSTRUCTION & READY MIX CO., INC. - WATER & CONCRETE IMPROVE 2022, \$195,536.27; GEHRING CONSTRUCTION & READY MIX CO., INC. - SID NO. 184 23<sup>RD</sup> STREET FROM EAST OF 48<sup>TH</sup> AVENUE TO 54<sup>TH</sup> AVENUE, \$412,363.47; GEHRING CONSTRUCTION & READY MIX CO., INC. - SID NO. 185 EAST 14<sup>TH</sup> AVENUE 23<sup>RD</sup> STREET TO NORTH CORPORATE LIMITS, \$329,493.01; MIDLANDS CONTRACTING INC DBA JOHNSON SERVICE CO. - SANITARY SEWER REHABILITATION 2022, \$92,727.45; MIDWEST COATINGS COMPANY - ARMOR COAT SURFACING IMPROVEMENTS 2022, \$78,202.80; OBRIST & CO., INC. - LIFT STATION REPLACEMENTS 2020, \$183,063.85; OBRIST & CO., INC. - LEVEE PIPING CLEANING AND INSPECTION, \$57,863.07; OBRIST & CO., INC. - LEVEE PIPING CLEANING AND INSPECTION, \$6,429.23; THE DIAMOND ENGINEERING CO. - POWER HOUSE PARK TRAIL PHASE 1, \$384,986.70.

**4.C. Finance Department reports.**

**4.D. Payroll and bills on file.** B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grants; I=Insurance M=Membership; R=Refund; S=Service & Supplies; T=Training 09/30/22 Payroll \$567,814.35; 88 Tactical 700.00 T; 911 Custom 280.00 S; A to Z Messaging 125.00 S; Ace Hardware 668.49 S; Ace Sanitation 88.00 S; Advance Auto 861.82 S; AG Spray Eq 393.07 S, AKRS Eq 1,515.00 S; AlphaMedia 2,540.00 S; Amazon 2,944.03 S; APWA 740.00 M; Aqua-Chem 508.50 S; Arnold Motor 820.81 S; AVI Sys 11,945.78 CP; Axon Enterp 1,090.50 S; Bauer Underground 67,633.40 CP; B-D Const 599,068.71 CP; Behlen Tow 1,475.00 S; BGNE 60.43 S; Black Hills Energy 1,400.58 S; Blackstrap 3,292.80 S; T Blevins 60.00 S; Bound Tree Med 733.08 S; Boyd Jones 1,621,593.20 CP; Brown's Shoe 171.00 S; BVH Architecture 144,573.99 CP; C&J Srv 1,300.00; Capital Business Sys 59.35; Capital City Elec 483,498.92 CP,S; Casey's Mail Serv 5,373.47 S; Central Sand 384.80 S; Century Link 606.85 S; Chesterman Co 1,063.10 S; Chrome N' Steel Truck & Trailer 100.28 S; H Cielocha 350.00 S; Civil Air Patrol Mag 105.00 S; CK Excavating 1,500.00 S; R Cline 270.00 S; R Closson 360.00 S; Club Prophet 90.00 S; CNC Repair 4,506.63 S; Col Community Hosp 3,488.42 S; Col Credit Serv 571.41 S; Col Cust Embr 175.00 S; Col Family Res Ctr 9,967.12 S; Col

PROCEEDINGS OF CITY COUNCIL

September 19, 2022

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Plumbing 626.50 S; Col Steel 224.11 S; Col Telegram 675.99 S; Commonwealth Elec 1,305.23 CP; Core & Main 73,241.59 S; Cornhusker Pwr 908.11 S; Crane Sales 18,667.42 S; Cues 900.00 S; Culligan 101.00 S; Dale Johnson Trucking 14,581.48 S; Danko Emer Eq 59,620.00 CP,S; DAS St Acct 132.00 S; Diamond Vogel Paint 2,737.50 S; D Dunbar 27,644.90 E,S; Eakes 180.32 S; Ed M Feld Eq 3,845.00 S; Edison Lght Supp 1,130.26 S; Electric Pump 11,696.51 S; Electrical Eng 58.70 S; Electronic Eng 37.50 S; Envisionware 1,358.00 S; ESRI 100.00 S; Evident 146.13 S; Fastenal 1,147.20 S; Fedex 21.94 S; H Fiala 15.00 E; First Natl Bank 16,884.65 E; Frontier 2,101.48 S; Full Throttle Truck 2,436.97 S; Gale 763.87 S; Galls 164.00 S; Gaver Tire 22.00 S; Gehring Const 966,479.39 CP,S; General Traffic Controls 140,008.00 S; Gilmore & Assoc 3,811.70 CP; Godfather's Pizza 155.94 S; GolfNow 180.26 S; Granville 22,807.00 CP; Great Plains Comm 239.95 S; D Gubbels 146.50 S; HACH 260.78 S; Hadley-Braithwait 150.85 S; HDR Engineering 29,641.53 CP; Heartland Nat Gas 3,842.35 S; Hobby Lobby 54.29 S; M Howerter 616.00 S; Hy-Vee 376.45 S; Industrial Control Sys 1,612.76 S; Ingram Libry 1,595.17 S; R Jablonski 337.50 E; Jackson Serv 1,954.64 S; JEO Consuting 27.50 S; John Reid & Ass 600.00 T; K&S Tool 194.99 S; K-C Auto 60.48 S; Kelly Sup 1,296.58 S; Kim Turner 125.00 T; Kirkham Michael & Ass 45,096.75 CP; Koch Excavating 1,106.28 S; KPE Archit 37,511.60 CP; M Kratochvil 46.12 S; Lakeview Small Eng 105.68 S; Language Line 139.52 S; LARM 1,390.00 S; Lincoln Glass 6,066.25 S; Lincoln Winwater Works 27,083.39 S; Lingo 51.67 S; Loup Pwr 105,389.21 S; J Lutjen 60.00 S; M&L 2,839.20 S; M&M Properties 89,472.00 CP; MacQueen Equ 3,713.54 S; Matheson-Linweld 25.11 S; Menards 2,162.48 S; MGM Sol 1,221.48 S; Mid-American Research 161.75 S; Midlands Contr 92,727.45 CP; Midwest Coating 78,202.80 CP; Midwest Laboratories 22.62 S; Midwest Ready Mix 153.92 S; Midwest Service 880.00 S; Midwest Turf 1,816.45 S; Mike's Tow 1,650.00 S; Moms & Mops 560.00 S; Motion Ind 1,143.46 S; Motorola Solutions 76,225.17 S; MR Golf Car 960.00 S; Municipal Pipe Tool 1,700.51 S; NAPA 721.88 S; NE Dept of Environ 540.00 S; NE Golf & Turf 1,020.00 S; NE State Fire Marshal 120.00 S; Neenah Foundry 252.00 S; Newman Signs 636.90 S; Northeast NE Solid 73,161.49 S; Northwest Electric 1,955.99 S; Noswett Fencing 4,600.00 S; Obrist 249,462.65 CP,S; Occup Hlth 671.00 S; OCLC 935.74 S; One Call Concepts 760.30 S; One Source 661.50 S; O'Reilly 453.20 S; Paper Tiger Shred 30.00 S; Penne Screenprinting 152.00 S; Performance Prting 419.23 S; Pete Lien & Sons 6,604.08 S; Petty Cash 62.52 S; Platte Co 3,408.00 S; Platte Cnty Reg Deeds 164.00 S; Platte Valley Comm 2,642.40 S; Platte Valley Precast 27,674.55 CP; Quadiant Finance 1,000.00 S; RDG Planning & Design 12,437.20 CP; Reardon 16.00 S; Riverside Portables 85.00 S; RVW 19,336.09 CP; S&S Willers 431.22 S; Sand Cr Const 98,179.37 CP; Sapp Bros 59,480.73 S; Schieffer Signs 942.00 S; Schumacher Br Fencing 5,494.00 S; Security Eq 98,130.30 CP,S; Shevlin Sup 147.96 S; Sipple Hansen Emerson Schumacher Klutman & Valorz 5,635.45 S; C Sliva 50.81 T; M Soukup 3.00 S; Stanley Petroleum 744.40 S; State Dept of Rev 60,404.59 S; Super Saver 83.98 S; Telecomm Sys 1,554.00 S; The Diamond Eng 384,986.70; C Thomas 16.81 E;

Tire Outlet 920.00 S; TK Elevator 221.02 S; T Tobiason 15.00 E; Too Fast Sup 163.09 S; Top Stitch 100.00 S; Tractor Sup 731.94 S; TriTech 61,243.85 S; TurfWerks 818.58 S; Tweets 98.99 S; Twin Rivers Vet 288.50 S; Ty's Outdoor Power & Srv 260.26 S; U&I Sanitation 119.50 S; Univ of Denver 17.00 S; USA Blue Book 330.57 S; Van Diest Sply 1,067.50 S; Verizon Conn 32.38 S; Verizon Wireless 4,396.89 S; Vessco 1,676.49 S; Wahltek 2,832.50 S; Waste Conn 191.08 S; Water Env Fed 150.00 M; Wellness Partners 10.00 S; West Point Impl 3,525.00 S; Wilson & Co 15,423.38 CP; Zimco 2,628.00 S. TOTAL TOTAL \$6,770,133.83.

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

6. **SPECIAL PRESENTATIONS:**

6.A. **Proclamation declaring September 30, 2022, as ADM Day.**

7. **PUBLIC HEARINGS:**

7.A. **Public hearing – Receive public comment and consider designating Redevelopment Area 11 (southeast of intersection of 1 Street and S 14 Avenue) as blighted and substandard. (Planning Commission recommended the area be declared as blighted and substandard and in need of redevelopment pursuant to the Nebraska Community Development Law.)** Roger Nadrchal, Chief Executive Officer for NeighborWorks Northeast Nebraska, explained the plans for developing 44 acres in Area 11 for housing. No public testimony was heard. The public hearing closed with a motion by Augustine-Schulte and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski was absent.

7.A.1. **Resolution No. R22-115 designating Redevelopment Area 11 as blighted and substandard.** Resolution No. R22-115 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, DESIGNATING REDEVELOPMENT AREA 11 OF THE CITY AS BLIGHTED AND SUBSTANDARD AND IN NEED OF REDEVELOPMENT PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT LAW was adopted with a motion by Kresha and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski was absent.

7.B. **Public hearing - Receive public comment and consider designating Redevelopment Area 12 (east of 48 Avenue between 34 Street and 36 Street) as blighted and substandard. (Planning Commission recommends the area be declared as blighted and substandard and in need of redevelopment pursuant to the Nebraska Community Development Law.)** Bret Kumpf, 3930 48 Avenue, pointed out that the surrounding area has been developed without utilizing tax increment funding. He said he believes the curbs and gutters in this area are in good condition and does not feel the area should

be considered blighted and substandard because of an old farmhouse on the property. Keith Marvin, Marvin Planning Consultants, explained that streets, lack of sidewalks, and drainage are also considerations for blighted and substandard designations in addition to housing on the property. Mark Otto, developer, explained the plans for 300 units on this property and noted that drainage improvements will be needed prior to development. The public hearing closed with a motion by Roth and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

**7.B.1. Resolution No. R22-116 designating Redevelopment Area 12 as blighted and substandard.** Resolution No. R22-116 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, DESIGNATING REDEVELOPMENT AREA 12 OF THE CITY AS BLIGHTED AND SUBSTANDARD AND IN NEED OF REDEVELOPMENT PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT LAW was adopted with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

**7.C. Public hearing - Property tax request for 2022-2023.** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

**8. PETITIONS AND COMMUNICATIONS:** None

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

**10. REPORTS OF COUNCIL COMMITTEES:**

**10.A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - September 12, 2022**

**10.A.1. Cemetery maintenance building assessment report.** The Public Property, Safety, and Works Committee recommended the cemetery maintenance building assessment report be accepted. The report was adopted with a motion by Roth and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

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

**12. REPORTS ON LEGISLATION:** None

**13. NEW BUSINESS:**

**13.A. Employee health insurance premium increase effective October 1, 2022, with addition of FocusHealth program offering employee bonuses.** The increase to the health insurance premiums, effective October 1, 2022, and the

addition of the Focus Health program were approved as presented with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

- 13.B. Quote from Sirius Computer Solutions, LLC in the amount of \$39,867.56 for one year maintenance for Cisco hardware for IT department.** The quote from Sirius Computer Solutions, LLC for maintenance of Cisco hardware was accepted with a motion by Roth and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.
- 13.C. Quote from Seiler Geospatial in the amount of \$53,671.95 for Trimble Forensics X7 Scanning System and Trimble R4sLE GNSS data receiver and data collection unit for police department.** The quote from Seiler Geospatial for scanning system and data unit was accepted with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.
- 13.D. Quote from Grayshift, LLC in the amount of \$28,461.05 for GrayKey forensics software for police department.** The quote from Grayshift, LLC for forensics software was accepted with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.
- 13.E. Comments from mayor and city council members.** There were no comments from the mayor or council members.

**14. RESOLUTIONS:**

- 14.A. Resolution No. R22-118 amending Schedule of Fees to increase fee for Hangar No. 1315 to \$180 per month. (Board of Airport Commissioners recommends approval.)** It was noted that the fee increase for Hangar No. 1315 is included in the Schedule of Fees to be considered for adoption in the next agenda item. Resolution No. R22-118 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SCHEDULE OF FEES BY INCREASING FEE FOR HANGAR NO. 1315 AT THE AIRPORT TO \$180 PER MONTH AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was removed from the agenda with a motion by Hiemer and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.
- 14.B. Resolution No. R22-119 adopting Schedule of Fees effective October 1, 2022.** Resolution No. R22-119 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING THE FEES AS STATED AND HEREBY DECLARED IN THE ATTACHED "SCHEDULE OF FEES"; TO PROVIDE FOR AN EFFECTIVE DATE AND TO

REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Schilling and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

**15. ORDINANCES ON FIRST READING:**

**15.A. Ordinance No. 22-23 adopting 2022-2023 Pay Plan.** The rules were suspended and Ordinance No. 22-23 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PAY PLAN FOR ALL CLASSIFICATIONS WITHIN THE CITY was read by number only with a motion by Roth and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent. Ordinance No. 22-23 was adopted with a motion by Roth and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

**15.B. Ordinance No. 22-24 adopting 2022-2023 Budget.** The rules were suspended and Ordinance No. 22-24 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING THE BUDGET STATEMENT FOR FISCAL YEAR 2022-2023 TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent. Ordinance No. 22-24 was adopted with a motion by Augustine-Schulte and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

**15.C. Ordinance No. 22-25 amending city code to allow and regulate use of golf car vehicles on public right of ways.** On its first reading, Ordinance No. 22-25 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTIONS 70.001 AND 70.015 OF CHAPTER 70 OF TITLE XII OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO ALLOW AND REGULATE THE USE OF GOLF CAR VEHICLES ON PUBLIC RIGHT OF WAYS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only.

**15.D. Ordinance No. 22-26 creating Storm Water Sewer District No. 10 (south of Armory Drive and Kozy Drive intersection).** The rules were suspended and Ordinance No. 22-26 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING STORM

WATER SEWER DISTRICT NO. 10 OF THE CITY OF COLUMBUS, NEBRASKA; DEFINING THE OUTER BOUNDARIES OF SAID DISTRICT; DIRECTING THE CONSTRUCTION OF THE STORM WATER SEWER TREATMENT AND DETENTION SYSTEM; PROVIDING FOR PLAN, SPECIFICATIONS, ESTIMATES OF COSTS, AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR THE ASSESSMENT OF COSTS OF SAID IMPROVEMENT AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITED THEREBY TO THE EXTENT OF SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF THE DISTRICT WARRANT AND DISTRICT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only with a motion by Lohr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent. Ordinance No. 22-26 was adopted with a motion by Lohr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

**16. ORDINANCES ON SECOND READING:**

**16.A. Ordinance No. 22-19 amending city code by enacting Chapter 115 of Title XI to impose an occupation tax on lodging.** On its second reading, Ordinance No. 22-19 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) BY ENACTING CHAPTER 115 OF TITLE XI ENTITLED "LODGING TAX" TO IMPOSE AN OCCUPATION TAX ON LODGING; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only.

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

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

**19. UNFINISHED BUSINESS:** None

**20. ADJOURNMENT:** The meeting adjourned at 7:32 p.m.

Presented and approved this 3 day of October, 2022.

OFFICE OF THE CITY CLERK

:Janelle Kline

4.C. Payroll and bills on file.

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
79416	LINCOLN WINWATER WORKS	09/09/2022	10/04/2022	5,674.18	5,674.18	Open	N
79432	HAWKINS INC	09/07/2022	10/04/2022	6,390.27	6,390.27	Open	N
79702	AQUA-PURE INC	05/10/2022	10/04/2022	8,063.28	8,063.28	Open	N
79803	HAWKINS INC	09/20/2022	10/04/2022	6,390.27	6,390.27	Open	N
79813	CIVIC PLUS	10/01/2022	10/04/2022	7,830.77	7,830.77	Open	N

# of Invoices:	5	# Due:	5	Totals:	34,348.77	34,348.77
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 34,348.77      34,348.77

--- TOTALS BY FUND ---

100 - GENERAL FUND	7,830.77	7,830.77
520 - WATER	26,518.00	26,518.00

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	7,830.77	7,830.77
520 - WATER	26,518.00	26,518.00

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-53200	PROFESSIONAL SERVICES	AMERICAN LEGAL PUBLISHING	CODIFICATION OF ORDINANCES - SECOND BII	4,860.00	
100-100-53400	COMPUTER SUPPORT/MAINT	AMAZON	XEROX FUSER ASSEMBLY	352.90	
100-100-53400	COMPUTER SUPPORT/MAINT	CIVIC PLUS	ANNUAL FEE-HOSTING & SUPPORT, WEBSITE M	7,830.77	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	66.42	
100-100-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	50.00	
100-100-55200	INSURANCE	GINGER MOON & ASSOCIATES	NOTARY BOND - KELLI KEYES	40.00	
100-100-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	LEGAL NOTICES	483.94	
100-100-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	CARBIDE BIT	37.46	
100-100-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	ACRYLIC PLATE	14.60	
100-100-56010	SUPPLIES	QUADIENT, INC.	300 PK METER TAPES	64.60	
100-100-56010	SUPPLIES	SHEVLIN SUPPLY	GARBAGE CAN LINERS, BATH TISSUE, PULL T	158.76	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT FINANCE USA, INC.	ADDED POSTAGE	1,000.00	
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	210.76	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	AVI SYSTEMS, INC	970889-CITY OF COLUMBUS- COMMUNITY BLDI	30,081.41	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	BAUER UNDERGROUND INC.	COMMUNITY CENTER VAULT PLACEMENTS 2522	11,072.90	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	MID-STATE ENGINEERING & TF	LIBRARY-CULTURAL ARTS CENTER-CITY HALL	246.50	
Total For Dept 100 GENERAL ADMINISTRATION				56,571.02	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-54310	BUILDING & GROUNDS MAINT	OLSON'S PEST TECHNICIANS	PEST CONTROL	50.00	
100-102-54330	VEHICLE MAINTENANCE	G-O RAPID LUBE AND MORE LI	OIL CHANGE	47.12	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	26.40	
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	20.34	
Total For Dept 102 COLUMBUS AREA TRANSIT				143.86	
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-52700-III-B	TRAINING AND TUITION	LASKA PATTY	REIMBURSEMENT NASC CONFERENCE-MILEAGE,	86.02	
100-103-52700-III-C	TRAINING AND TUITION	LASKA PATTY	REIMBURSEMENT NASC CONFERENCE-MILEAGE,	84.29	
100-103-52700-III-E	TRAINING AND TUITION	LASKA PATTY	REIMBURSEMENT NASC CONFERENCE-MILEAGE,	1.72	
100-103-53200-III-B	PROFESSIONAL SERVICES	NORTHEAST NEBRASKA AREA	ANNUAL AUDIT	137.50	
100-103-53200-III-C	PROFESSIONAL SERVICES	NORTHEAST NEBRASKA AREA	ANNUAL AUDIT	134.75	
100-103-53200-III-E	PROFESSIONAL SERVICES	NORTHEAST NEBRASKA AREA	ANNUAL AUDIT	2.75	
100-103-53400-III-C	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	HP LJ M209DWE PRINTER, TONER	219.99	
100-103-54320-III-C	EQUIPMENT MAINTENANCE	HOBART SALES & SERVICE	SERVICE ON DISHWASHER	453.21	
100-103-56010-III-C	SUPPLIES	CONNECTING POINT/RADIO SH	HP LJ M209DWE PRINTER, TONER	426.33	
100-103-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	50.84	
Total For Dept 103 COLUMBUS COMMUNITY CENTER				1,597.40	
Dept 105 FINANCE					
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	50.84	
100-105-56650	MEMBERSHIP DUES	AMERICAN PAYROLL INSTITUT	MEMBERSHIP RENWAL-HEATHER LINDSLEY	275.00	
Total For Dept 105 FINANCE				325.84	
Dept 106 CITY CLERK					
100-106-52700	TRAINING AND TUITION	CORNHUSKER MARRIOTT HOTEL	RON SCHILLING	218.00	
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	40.67	
Total For Dept 106 CITY CLERK				258.67	
Dept 107 MAYOR/COUNCIL					
100-107-52700	TRAINING AND TUITION	CORNHUSKER MARRIOTT HOTEL	JOHN LOHR	545.00	
100-107-52700	TRAINING AND TUITION	LOHR JOHN F	REIMBURSE MILEAGE, PARKING ANNUAL CONF	131.87	
Total For Dept 107 MAYOR/COUNCIL				676.87	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	10.17	
Total For Dept 108 HUMAN RESOURCES				10.17	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	VELASQUEZ SANTIAGO	UBER AT K9 CONFERENCE	68.08	
100-110-52800	UNIFORMS	GALLS LLC	WOMENS STRYKE PANT	44.40	
100-110-53400	COMPUTER SUPPORT/MAINT	AMAZON	MONITOR WALL MOUNT BRACKET	110.37	
100-110-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	85.00	
100-110-54320	EQUIPMENT MAINTENANCE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	256.00	
100-110-54320	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	149.89	
100-110-56010	SUPPLIES	AMAZON	PAPER TOWELS, DURACELL AAA BATTERIES	153.36	
100-110-56010	SUPPLIES	J P COOKE COMPANY	LICENSE TAGS - DOG & CAT	340.65	
100-110-56020	OFFICE SUPPLIES	AMAZON	TONER	417.56	
100-110-56165	K9 PROGRAM	BOMGAARS	IAMS DOG FOOD	359.93	
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	516.02	
Total For Dept 110 POLICE				2,501.26	
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	BOMGAARS	GLOVES	63.92	
100-120-54310	BUILDING MAINTENANCE	BOMGAARS	SILICONE SEALANT	4.99	
100-120-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL 4630 HOWARD BLVD	28.81	
100-120-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	TIRE	132.00	
100-120-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CREDIT - COPIER CONTRACT	27.50	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS,POLISH TOWEL, WINDSHIELD WIF	67.68	
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	167.78	
Total For Dept 120 FIRE				492.68	
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	SALAK DEREK	REIMBURSE PARAMEDIC LICENSING, WRITTEN	408.38	
100-121-53200	PROFESSIONAL SERVICES	STERICYCLE INC	MEDICAL WASTE SERVICES	1,061.33	
100-121-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL 4630 HOWARD BLVD	28.82	
100-121-55930	REFUNDS	NEBRASKA TOTAL CARE	REFUND OVERPAYMENT AIYANNA M NIEDBALSKI	404.79	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	BLADE, BVM, SPUR II, NEBULIZER, SOFT SI	722.52	
100-121-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CREDIT - COPIER CONTRACT	27.50	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS,POLISH TOWEL, WINDSHIELD WIF	67.69	
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	167.78	
Total For Dept 121 RESCUE				2,888.81	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52900	EMPLOYEE HEALTH	OCCUPATIONAL HEALTH SERV	DRUG SCREENS, PHYSICAL EXAMS	1,171.00	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				1,171.00	
Dept 130 LIBRARY					
100-130-53400-MOBIL	COMPUTER SUPPORT/MAINT	AMAZON	HDMI CABLE, HDMI ADAPTER	30.63	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	AMAZON	YELLOW TONER	135.99	
100-130-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	INSTALLED NEW COMPRESSOR	4,738.75	
100-130-55400	ADVERTISING AND PROMOTION	BEST VERSION MEDIA, LLC	AD MANAGEMENT FEE	152.00	
100-130-55400	ADVERTISING AND PROMOTION	COLUMBUS TELEGRAM	ADVERTISING	731.01	
100-130-56010-BUILD	SUPPLIES	SARGENT MELISSA	MILEAGE	3.86	
100-130-56010-MTRLS	SUPPLIES	AMAZON	WITE-OUT, PACKING TAPE REFILL	23.30	
100-130-56010-MTRLS	SUPPLIES	SARGENT MELISSA	MILEAGE	2.24	
100-130-56010-STAFF	SUPPLIES	DEMCO INC	LAPTOP SHELF	105.95	
100-130-56010-STAFF	SUPPLIES	SARGENT MELISSA	MILEAGE	3.36	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56020	OFFICE SUPPLIES	AMAZON	8 1/2"X14" LEGAL SIZED WHITE CARD STOCF	43.43	
100-130-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	142.36	
100-130-56250	REFUSE	U & I SANITATION	SEPT SERVICE	50.00	
100-130-56400-ADSRP	PROGRAMS	SARGENT MELISSA	MILEAGE	1.88	
100-130-56400-ADULT	PROGRAMS	SARGENT MELISSA	MILEAGE	13.79	
100-130-56400-CHILD	PROGRAMS	SARGENT MELISSA	MILEAGE	7.01	
100-130-56400-CHSAT	PROGRAMS	CAPITAL ONE - WALMART	STICKERS, CUTLERY, LUCHBAG, CUPS, ANIMF	246.43	
100-130-56400-YASCH	PROGRAMS	SARGENT MELISSA	MILEAGE	0.56	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	AMAZON	ETERNALS	14.55	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD'S	72.00	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	761.03	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	673.69	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	VALUE LINE PUBLISHING LLC	VALUE LINE RESEARCH CENTER 11/1/22-10/3	3,310.00	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	99.96	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	MID-STATE ENGINEERING & T	LIBRARY-CULTURAL ARTS CENTER-CITY HALL	739.50	
Total For Dept 130 LIBRARY				12,103.28	
Dept 140 CEMETERY					
100-140-54310	BUILDING MAINTENANCE	PORT-A-JOHS	RESTROOM RENTAL - VANBURG, CEMETERY, QU	75.00	
100-140-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	BATTERY CABLE	5.99	
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	10.17	
Total For Dept 140 CEMETERY				91.16	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	TAPE	16.20	
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	50.84	
Total For Dept 145 COMMUNITY DEVELOPMENT				67.04	
Dept 150 PARKS					
100-150-52700	TRAINING AND TUITION	ECKHART ALEN	CDL	31.00	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN	102.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORM	26.37	
100-150-54320	EQUIPMENT MAINTENANCE	AMAZON	TORNADO HEAVY EQUIPMENT PARTS	19.00	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	HYDRAULIC FILTER	205.60	
100-150-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	TIRE	195.00	
100-150-54320	EQUIPMENT MAINTENANCE	TURFWERKS	STUD, NUT-WHL	388.84	
100-150-54490	IRRIGATION MAINTENANCE	MUELLER SPRINKLERS	HUNTER XC 8 STATION	193.37	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	FLUE TAPE	51.89	
100-150-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	MULTI PURPOSE GREASE TUBE	13.26	
100-150-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	WAGON WHEEL TP	135.90	
100-150-56010	SUPPLIES	MATHESON-LINWELD	CARBON DIOXIDE 10LB	82.45	
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	40.67	
100-150-56300	FOOD COSTS	CAPITAL ONE - WALMART	CONCESSIONS- HOT DOGS, BUNS, ICE	93.13	
100-150-56400	PROGRAMS	CLINE RANDY	UMP MEN'S LEAGUE: 9/13, 9/20; MIXED LEF	270.00	
100-150-56400	PROGRAMS	CLOSSON ROD	UMP MENS LEAGUE: 9/13, 9/20; MIXED: 9/1	270.00	
100-150-56400	PROGRAMS	LUTJEN JAROD	UMP MIXED LEAGUE: 9/14, 9/21	120.00	
100-150-56400	PROGRAMS	SWANK MOTION PICTURES INC	MOVIE THE BAD GUYS	900.00	
100-150-57510-22016	CAPITAL-EQUIPMENT	CONNECTING POINT/RADIO SH	HP Z2 TOWER G9 WORKSTATION DESKTOP PC	1,125.00	
Total For Dept 150 PARKS				4,263.48	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-53400	COMPUTER SUPPORT/MAINT	AMAZON	METAL DRILL BASE, IBOLT, TABLET MOUNT	599.72	
100-151-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	RV/MARINE ANTIFREEZE	336.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-54310	BUILDING MAINTENANCE	MILLER PAINTING AND	PAINT COLUMBUS WATER PARK	1,670.96	
100-151-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	75.00	
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	20.34	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				2,702.02	
Dept 152 AQUATIC CENTER POOL					
100-152-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	CARPET TAPE	13.98	
100-152-54310	BUILDING MAINTENANCE	KELLY SUPPLY COMPANY	STRAINER, RED COUP SOC, TEE, PLASTIC PI	461.33	
100-152-54520	EQUIPMENT RENTAL/PURCHASE	TOO FAST SUPPLY	MECHANICS LEGNTH DRILL	15.97	
100-152-56010	SUPPLIES	CAPITAL ONE - WALMART	DUCK TAPE	4.22	
100-152-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	INK CARTRIDGES, BOWL BRUSH, COMMAND HAN	362.42	
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	20.34	
Total For Dept 152 AQUATIC CENTER POOL				878.26	
Dept 155 VAN BERG GOLF COURSE					
100-155-54520	EQUIPMENT RENTAL/PURCHASE	PORT-A-JOHNS	RESTROOM RENTAL - VANBURG, CEMETERY, QU	75.00	
100-155-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	DUCT TAPE, SHOP TOWEL, FILTER	39.16	
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	30.51	
Total For Dept 155 VAN BERG GOLF COURSE				144.67	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	70.00	
100-156-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	4.37	
100-156-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	12V BATTERY	143.34	
100-156-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBUS	Z HOSE END FITTING, WEATHERSHIELD	320.85	
100-156-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	DISCHARGE FLAP	422.86	
100-156-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	TIRE	100.00	
100-156-54320	EQUIPMENT MAINTENANCE	TURFWERKS	BEARING, CLUTCH DISC, COVER, SPACER, BE	1,036.83	
100-156-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	10X70 GRD8 FLT, BUSHING, SOLENOID KIT	285.61	
100-156-54520	EQUIPMENT RENTAL/PURCHASE	PORT-A-JOHNS	RESTROOM RENTAL - VANBURG, CEMETERY, QU	225.00	
100-156-56110	PRO-SHOP SUPPLIES	HADLEY-BRAITHWAIT COMPANY	CASE JUMBO TP	58.95	
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	81.35	
Total For Dept 156 QUAIL RUN GOLF COURSE				2,749.16	
Total For Fund 100 GENERAL FUND				89,636.65	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	OPPLIGER LYLE	REIMBURSE CDL	31.00	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	465.00	
200-200-54310	BUILDING MAINTENANCE	BULLSEYE FIRE SPRINKLER INC	REPAIRED LEAKING PIPE	191.57	
200-200-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	55.00	
200-200-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	S/B SEG HD 4 PK	1,030.40	
200-200-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	SEAL, FILTER	114.64	
200-200-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	2 REPAIRS	130.00	
200-200-54330	VEHICLE MAINTENANCE	BOMGAARS	HITCH PIN	4.29	
200-200-54450	STREET MAINTENANCE	BOMGAARS	KNEE BOOTS, DRILL BIT	6.78	
200-200-54450	STREET MAINTENANCE	GEHRING CONSTRUCTION &	1"X6" FIBER EXPANSION	2,895.63	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	DUCT TAPE, CONTRACTOR BAG	59.15	
200-200-56010	SUPPLIES	BOMGAARS	SHOP TOWEL, BOOSTER CABLE, TOOL SET, WF	11.99	
200-200-56010	SUPPLIES	CENTRAL SAND & GRAVEL CO	CRUSHED GRAVEL	1,456.13	
200-200-56010	SUPPLIES	FASTENAL COMPANY	IC WB SFTY GRN 17OZ	150.26	
200-200-56090	SMALL TOOLS	BOMGAARS	SHOP TOWEL, BOOSTER CABLE, TOOL SET, WF	188.78	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-56190	PERSONAL PROTECTIVE SUPP	BOMGAARS	SHOP TOWEL, BOOSTER CABLE, TOOL SET, WF	531.05	
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	40.67	
Total For Dept 200 STREETS				7,362.34	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	60.80	
200-202-56090	SMALL TOOLS	BOMGAARS	RAIL ORGANIZER, SOCKET ORGANIZER, WALL	118.65	
200-202-56090	SMALL TOOLS	ISLAND SUPPLY WELDING CO.	CERAMIC CISC, SHIELD CAP, GLOVES	155.99	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	TRANS CTRL SOL	133.29	
200-202-56130	SUPPLIES FOR RESALE	AKRS EQUIPMENT	STARTER MOTOR	423.05	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	BLUE OVAL LED STROBE	509.60	
200-202-56130	SUPPLIES FOR RESALE	BOMGAARS	SPRAY PAINT	37.95	
200-202-56130	SUPPLIES FOR RESALE	NAPA AUTO PARTS OF COLUMBU	AUTOMATIC TRANSMISSION	78.99	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	IGNITION SWITCH	209.57	
Total For Dept 202 MECHANICS SHOP				1,727.89	
Total For Fund 200 STREETS/ENGINEERING				9,090.23	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-54320	EQUIPMENT MAINTENANCE	MENARDS	WRESIST LS, SEAT COVER, TC PELLETS	112.15	
205-205-54320	EQUIPMENT MAINTENANCE	MIDWEST TURF & IRRIGATION	SEAL KIT	48.83	
205-205-54330	VEHICLE MAINTENANCE	BOMGAARS	PUMP, TRANSFER TANK	869.98	
205-205-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	AVIATION POLICY 10/19/22 - 10/19/23	3,091.00	
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	30.51	
205-205-56260	UTILITIES - FSS BUILDING	U & I SANITATION	SEPTEMBER SERVICE	42.50	
Total For Dept 205 AIRPORT				4,194.97	
Total For Fund 205 AIRPORT				4,194.97	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-54380	MAINTENANCE AGREEMENTS	SECURITY EQUIPMENT INC	SERVICE AGREEMENT	40.40	
220-220-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	1,215.99	
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	10.17	
220-220-56250	REFUSE	U & I SANITATION	SEPTEMBER SERVICE	42.50	
Total For Dept 220 E911				1,309.06	
Total For Fund 220 COMMUNICATIONS - E911				1,309.06	
Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING					
Dept 225 EC-911 EQUIPMENT SHARING					
225-225-57510-22033	CAPITAL-EQUIPMENT	MOTOROLA SOLUTIONS INC.	CONTRACT	258,769.99	
Total For Dept 225 EC-911 EQUIPMENT SHARING				258,769.99	
Total For Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHAF				258,769.99	
Fund 240 HOUSING REHAB & LOANS					
Dept 240 HOUSING REHAB & LOANS					
240-240-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	TRUST DPA REUSE AUGUST 2022 ADMIN SERVI	37.50	
Total For Dept 240 HOUSING REHAB & LOANS				37.50	
Dept 244 CDBG DPA LOANS (NENEDD)					
240-244-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	CDBG REHAB REUSE AUGUST 2022 ADMIN SERV	56.25	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 240 HOUSING REHAB & LOANS Dept 244 CDBG DPA LOANS (NENEDD)					
Total For Dept 244 CDBG DPA LOANS (NENEDD)				56.25	
Total For Fund 240 HOUSING REHAB & LOANS				93.75	
Fund 500 UTILITY SERVICE Dept 000					
500-000-20100	SAM-41	TRINITY LUTHERAN CHURCH	UB refund for account: 200-31310-07	13.21	
Total For Dept 000				13.21	
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	CAPITAL ONE - WALMART	TV MOUNT, 58" HISENSE TV	345.58	
500-500-52700	TRAINING AND TUITION	NDEE	KRISTOFOR GERNSTEIN - RENEWAL CREDENTIAL	150.00	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	2 - SOAP FOAM BAGS	313.44	
500-500-54310	BUILDING MAINTENANCE	BULLSEYE FIRE SPRINKLER INC	REPAIRED LEAKING PIPE	95.78	
500-500-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	AIR BLOW GUN	12.99	
500-500-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	HYDRAULIC HOSE	123.34	
500-500-54320	EQUIPMENT MAINTENANCE	BOMGAARS	BOLTS & NUTS	2.87	
500-500-54320	EQUIPMENT MAINTENANCE	GEHRING CONSTRUCTION &	VIAERO WIRELESS - BACK	1,007.25	
500-500-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	GATES STEM	125.90	
500-500-54320	EQUIPMENT MAINTENANCE	MENARDS	REBAR	162.55	
500-500-54320	EQUIPMENT MAINTENANCE	MUNICIPAL PIPE TOOL CO LLC	RECEPTACLE WIRE SPCL, CONNECTOR	517.44	
500-500-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	BACKFLOW PREVENTER	15.99	
500-500-54390	SYSTEM MAINTENANCE	AMAZON	IBOLT MOUNTS	75.10	
500-500-54390	SYSTEM MAINTENANCE	BOMGAARS	SQUARE PT SHOVEL	33.40	
500-500-54390	SYSTEM MAINTENANCE	CAPITAL ONE - WALMART	HP INK	119.89	
500-500-56060	CHEMICALS	MID-AMERICAN RESEARCH	LIFT STATION DEGREASER	3,352.00	
500-500-56090	SMALL TOOLS	BOMGAARS	COMBO KIT, IMPACT WRENCH	1,685.22	
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	42.07	
Total For Dept 500 WASTEWATER COLLECTION				8,180.81	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	203.72	
500-501-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	CLOGBUSTER	25.99	
500-501-54320	EQUIPMENT MAINTENANCE	BOMGAARS	BATTERY, CUTOFF WHEEL, CUT OFF GRINDER	365.97	
500-501-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	LFFBV-3C-M1	149.41	
500-501-54320	EQUIPMENT MAINTENANCE	MCMMASTER-CARR	WATER POWERED FLEXIBLE DRAIN CLEANER	336.96	
500-501-54320	EQUIPMENT MAINTENANCE	MOTION INDUSTRIES INC	BEARINGS	724.38	
500-501-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBUS	SEALED BALL BEARING	35.79	
500-501-55640	COMPLIANCE TESTING	HACH COMPANY	SINGLETS PH10.01 PK/20	51.73	
500-501-55640	COMPLIANCE TESTING	SIGMA-ALDRICH INC.	WATER TESTING	294.97	
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	RETURN - CLOGBUSTER	(18.01)	
500-501-56010	SUPPLIES	BOMGAARS	TRANSMISSION FLUID	14.98	
500-501-56010	SUPPLIES	CAPITAL ONE - WALMART	DIESEL TREATMENT, WINDEX, DAWN, SPONGE,	205.10	
500-501-56010	SUPPLIES	MENARDS	HEX BOLT, HEX NUT, SPLIT LOCK WASHER	18.85	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	SOAP	81.89	
500-501-56060	CHEMICALS	HACH COMPANY	SINGLETS PH 7.0	51.73	
500-501-56090	SMALL TOOLS	LAWSON PRODUCTS	PIPE WRENCH	125.10	
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	50.84	
Total For Dept 501 WASTEWATER TREATMENT FAC				2,719.40	
Total For Fund 500 UTILITY SERVICE				10,913.42	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 000					
520-000-20100	WAM-42	ARMSTRONG KEN	UB refund for account: 400-80631-00	49.42	
Total For Dept 000				49.42	
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	CAPITAL ONE - WALMART	TV MOUNT, 58" HISENSE TV	345.58	
520-520-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	BACKFLOW RECERTIFICATION DCELL	1,310.00	
520-520-52700	TRAINING AND TUITION	NDEE	WATER OPERATOR LICENSE - HEATH J FIALA	115.00	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	83.61	
520-520-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	INSECT KILLER, BATTERY, TANK SPRAYER	82.35	
520-520-54310	BUILDING MAINTENANCE	BULLSEYE FIRE SPRINKLER IN	REPAIRED LEAKING PIPE	95.78	
520-520-54320	EQUIPMENT MAINTENANCE	WEST POINT IMPLEMENT OF	CABLE	204.75	
520-520-54330	VEHICLE MAINTENANCE	BOMGAARS	AIR FRESHENER, BLACK PLASTIC RESTOR	24.19	
520-520-54390	SYSTEM MAINTENANCE	AMAZON	5 - SAMSUNG GALAXY TAB ACTIVE PRO	2,575.06	
520-520-54390	SYSTEM MAINTENANCE	BOMGAARS	SQUARE PT SHOVEL	33.41	
520-520-54390	SYSTEM MAINTENANCE	CAPITAL ONE - WALMART	HP INK	119.89	
520-520-54390	SYSTEM MAINTENANCE	CORE & MAIN LP	HYDRANT EXTENSIONS	4,159.17	
520-520-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	23RD AVE & 24TH ST	346.25	
520-520-54390	SYSTEM MAINTENANCE	GREAT PLAINS BUILDING SUP	SURVEY STAKES	20.50	
520-520-54390	SYSTEM MAINTENANCE	KELLY SUPPLY COMPANY	STEEL CLAMP, WATER MASTER	260.01	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	BACKFLOW, 2", 1", 3/4" 1/2" WATTS	6,001.21	
520-520-54390	SYSTEM MAINTENANCE	MENARDS	CONST SCREW, 2X6	34.35	
520-520-54420	WELL MAINTENANCE	BOMGAARS	GLAZING COMPOUND	10.69	
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	WATER TESTING	790.00	
520-520-56060	CHEMICALS	AQUA-PURE INC	MONTHLY SERVICE CONTRACT FOR NORTH & SC	23,622.48	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	12,780.54	
520-520-56090	SMALL TOOLS	BOMGAARS	COMBO KIT, IMPACT WRENCH	1,685.22	
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	72.57	
Total For Dept 520 WATER				54,772.61	
Total For Fund 520 WATER				54,822.03	
Fund 560 STORMWATER UTILITY					
Dept 000					
560-000-20100	SUF-5	ARMSTRONG KEN	UB refund for account: 400-80631-00	8.22	
Total For Dept 000				8.22	
Total For Fund 560 STORMWATER UTILITY				8.22	
Fund 570 SOLID WASTE DIVISION					
Dept 000					
570-000-20100	SWD-1	ARMSTRONG KEN	UB refund for account: 400-80631-00	5.11	
Total For Dept 000				5.11	
Dept 570 TRANSFER STATION					
570-570-52800	UNIFORMS	JACKSON SERVICES INC	MATS, ROLLER TOWEL, UNIFORMS	223.82	
570-570-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	50.00	
570-570-54330	VEHICLE MAINTENANCE	DOERNEMANN FARM SERVICE IN	WIRE HOSE, FITTING, HYD OIL	162.85	
570-570-54330	VEHICLE MAINTENANCE	MENARDS	BATTERY RECYCLING DEPOSIT	189.33	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	245.00	
570-570-56010	SUPPLIES	ADVANCE AUTO PARTS	MINI BULB	43.02	
570-570-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	63XL HP COLOR & BLACK INK CARTRIDGES	315.67	
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, ROLLER TOWEL, UNIFORMS	33.04	
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHANRGES 09/16-10/15	30.51	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 570	SOLID WASTE DIVISION				
Dept 570	TRANSFER STATION				
		Total For Dept 570	TRANSFER STATION	1,293.24	
		Total For Fund 570	SOLID WASTE DIVISION	1,298.35	
Fund 600	HEALTH INSURANCE				
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-PACE PROGRAM	880.00	
		Total For Dept 000		880.00	
		Total For Fund 600	HEALTH INSURANCE	880.00	
Fund 999	PAYROLL CLEARING				
Dept 000					
999-000-21510	HEALTH ACCOUNT PAYABLE	AUXIANT P2	HEALTH FUNDING	65,537.47	
999-000-21530	FLEXIBLE SPEND PAYABLE	AUXIANT P2	FLEX FUNDING	1,809.34	
		Total For Dept 000		67,346.81	
		Total For Fund 999	PAYROLL CLEARING	67,346.81	

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User: LAURA.RUPP  
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
EXP CHECK RUN DATES 09/30/2022 - 10/04/2022  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

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

Fund 100 GENERAL FUND	89,636.65
Fund 200 STREETS/ENGINEE	9,090.23
Fund 205 AIRPORT	4,194.97
Fund 220 COMMUNICATIONS	1,309.06
Fund 225 COMMUNICATIONS-	258,769.99
Fund 240 HOUSING REHAB	93.75
Fund 500 UTILITY SERVICE	10,913.42
Fund 520 WATER	54,822.03
Fund 560 STORMWATER UTILI	8.22
Fund 570 SOLID WASTE DIV	1,298.35
Fund 600 HEALTH INSURANC	880.00
Fund 999 PAYROLL CLEARIN	67,346.81

Total For All Funds:	<u>498,363.48</u>
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INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE  
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
188816/5 79741	ACE HARDWARE & GARDEN CNT CLOGBUSTER 500-501-54320	09/21/2022 LAURA.RUPP	10/04/2022	25.99	25.99	Open	N 09/30/2022
	EQUIPMENT MAINTENANCE			25.99			
188753/5 79761	ACE HARDWARE & GARDEN CNT CARBIDE BIT 100-100-56010	09/19/2022 LAURA.RUPP	10/04/2022	12.29	12.29	Open	N 09/30/2022
	SUPPLIES			12.29			
188793/5 79770	ACE HARDWARE & GARDEN CNT FLUE TAPE 100-150-56010	09/20/2022 LAURA.RUPP	10/04/2022	10.99	10.99	Open	N 09/30/2022
	SUPPLIES			10.99			
188786/5 79782	ACE HARDWARE & GARDEN CNT CARPET TAPE 100-152-54310	09/20/2022 LAURA.RUPP	10/04/2022	13.98	13.98	Open	N 09/30/2022
	BUILDING MAINTENANCE			13.98			
188782/5 79784	ACE HARDWARE & GARDEN CNT DUCT TAPE, CONTRACTOR BAG 200-200-56010	09/20/2022 LAURA.RUPP	10/04/2022	25.98	25.98	Open	N 09/30/2022
	SUPPLIES			25.98			
188780/5 79785	ACE HARDWARE & GARDEN CNT ROLLER FRAME, ROLLER 200-200-56010	09/20/2022 LAURA.RUPP	10/04/2022	14.18	14.18	Open	N 09/30/2022
	SUPPLIES			14.18			
188820/5 79792	ACE HARDWARE & GARDEN CNT KEY 100-150-56010	09/21/2022 LAURA.RUPP	10/04/2022	5.58	5.58	Open	N 09/30/2022
	SUPPLIES			5.58			
188839/5 79801	ACE HARDWARE & GARDEN CNT RETURN - CLOGBUSTER 500-501-56010	09/22/2022 LAURA.RUPP	10/04/2022	(25.99)	(25.99)	Open	N 09/30/2022
	SUPPLIES			(25.99)			
188692/5 79819	ACE HARDWARE & GARDEN CNT BACKFLOW PREVENTER 500-500-54390	09/15/2022 LAURA.RUPP	10/04/2022	15.99	15.99	Open	N 09/30/2022
	SYSTEM MAINTENANCE			15.99			
188683/5 79820	ACE HARDWARE & GARDEN CNT DUCT TAPE, SHOP TOWEL, FILTER 100-155-56010	09/15/2022 LAURA.RUPP	10/04/2022	39.16	39.16	Open	N 09/30/2022
	SUPPLIES			39.16			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
188795/5 79826	ACE HARDWARE & GARDEN CNT DRIVER BIT SET, HOOK 100-100-56010 SUPPLIES	09/20/2022 LAURA.RUPP	10/04/2022	25.17 25.17	25.17	Open	N 09/30/2022
188808/5 79827	ACE HARDWARE & GARDEN CNT INSECT KILLER, BATTERY, TANK SPRAYER 520-520-54310 BUILDING MAINTENANCE	09/20/2022 LAURA.RUPP	10/04/2022	82.35 82.35	82.35	Open	N 09/30/2022
1188662/5 79829	ACE HARDWARE & GARDEN CNT AIR BLOW GUN 500-500-54320 EQUIPMENT MAINTENANCE	09/14/2022 LAURA.RUPP	10/04/2022	12.99 12.99	12.99	Open	N 09/30/2022
188656/5 79830	ACE HARDWARE & GARDEN CNT ELEC TAPE, THREAD SEAL, GORILLA GLUE 100-150-56010 SUPPLIES	09/14/2022 LAURA.RUPP	10/04/2022	15.16 15.16	15.16	Open	N 09/30/2022
188686/5 79831	ACE HARDWARE & GARDEN CNT RV/MARINE ANTIFREEZE 100-151-54310 BUILDING MAINTENANCE	09/15/2022 LAURA.RUPP	10/04/2022	336.00 336.00	336.00	Open	N 09/30/2022
188842/5 79837	ACE HARDWARE & GARDEN CNT NUTS, BOLTS, SCREWS 100-156-54320 EQUIPMENT MAINTENANCE	09/22/2022 LAURA.RUPP	10/04/2022	4.37 4.37	4.37	Open	N 09/30/2022
188863/5 79855	ACE HARDWARE & GARDEN CNT BATTERY CABLE 100-140-56010 SUPPLIES	09/23/2022 LAURA.RUPP	10/04/2022	5.99 5.99	5.99	Open	N 09/30/2022
188875/5 79889	ACE HARDWARE & GARDEN CNT STRAP HINGE 500-501-56010 SUPPLIES	09/23/2022 LAURA.RUPP	10/04/2022	7.98 7.98	7.98	Open	N 09/30/2022
188882/5 79914	ACE HARDWARE & GARDEN CNT CAUTION TAPE 100-150-56010 SUPPLIES	09/23/2022 LAURA.RUPP	10/04/2022	12.99 12.99	12.99	Open	N 09/30/2022
188878/5 79917	ACE HARDWARE & GARDEN CNT MENDER HOSE 100-150-56010 SUPPLIES	09/23/2022 LAURA.RUPP	10/04/2022	7.17 7.17	7.17	Open	N 09/30/2022

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
188935/5 79965	ACE HARDWARE & GARDEN CNT BAR FLAT 200-200-56010	09/27/2022 LAURA.RUPP	10/04/2022	18.99	18.99	Open	N 09/30/2022
	SUPPLIES			18.99			
5606226360205 79874	ADVANCE AUTO PARTS TRANS CTRL SOL 200-202-56130	09/20/2022 LAURA.RUPP	10/04/2022	19.37	19.37	Open	N 09/30/2022
	SUPPLIES FOR RESALE			19.37			
5606226360206 79875	ADVANCE AUTO PARTS AIR FILTERS 200-202-56130	09/20/2022 LAURA.RUPP	10/04/2022	41.47	41.47	Open	N 09/30/2022
	SUPPLIES FOR RESALE			41.47			
5606226360208 79876	ADVANCE AUTO PARTS HYDRAULIC, AIR FILTERS 200-202-56130	09/20/2022 LAURA.RUPP	10/04/2022	49.70	49.70	Open	N 09/30/2022
	SUPPLIES FOR RESALE			49.70			
5606226360207 79877	ADVANCE AUTO PARTS FUEL, LUBE 200-202-56130	09/20/2022 LAURA.RUPP	10/04/2022	22.75	22.75	Open	N 09/30/2022
	SUPPLIES FOR RESALE			22.75			
5606226444425 79976	ADVANCE AUTO PARTS MINI BULB 570-570-56010	09/21/2022 LAURA.RUPP	10/04/2022	43.02	43.02	Open	N 09/30/2022
	SUPPLIES			43.02			
3269918 79870	AKRS EQUIPMENT STARTER MOTOR 200-202-56130	09/21/2022 LAURA.RUPP	10/04/2022	423.05	423.05	Open	N 09/30/2022
	SUPPLIES FOR RESALE			423.05			
734988398467 79764	AMAZON WITE-OUT, PACKING TAPE REFILL 100-130-56010-MTRLS 100-130-56020	09/15/2022 LAURA.RUPP	10/04/2022	28.78	28.78	Open	N 09/30/2022
	SUPPLIES			23.30			
	OFFICE SUPPLIES			5.48			
953639355493 79818	AMAZON ETERNALS 100-130-56410-ADULT	09/13/2022 LAURA.RUPP	10/04/2022	14.55	14.55	Open	N 09/30/2022
	BOOKS AND PUBLICATIONS			14.55			
485496936959 79856	AMAZON HDMI CABLE, HDMI ADAPTER 100-130-53400-MOBIL	09/21/2022 LAURA.RUPP	10/04/2022	30.63	30.63	Open	N 09/30/2022
	COMPUTER SUPPORT/MAINT			30.63			

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678769679448 79909	AMAZON 8 1/2"X14" LEGAL SIZED WHITE CARD 100-130-56020	09/21/2022 LAURA.RUPP OFFICE SUPPLIES	10/04/2022	37.95 37.95	37.95	Open	N 09/30/2022
449478355763 79744	AMAZON TONER 100-110-56020	09/19/2022 LAURA.RUPP OFFICE SUPPLIES	10/04/2022	417.56 417.56	417.56	Open	N 09/30/2022
884664897386 79745	AMAZON IBOLT MOUNTS 500-500-54390 520-520-54390	09/17/2022 LAURA.RUPP SYSTEM MAINTENANCE SYSTEM MAINTENANCE	10/04/2022	150.21 75.10 75.11	150.21	Open	N 09/30/2022
975876766764 79765	AMAZON 5 - SAMSUNG GALAXY TAB ACTIVE PRO 520-520-54390	09/16/2022 LAURA.RUPP SYSTEM MAINTENANCE	10/04/2022	2,499.95 2,499.95	2,499.95	Open	N 09/30/2022
537466874787 79775	AMAZON TORNADO HEAVY EQUIPMENT PARTS 100-150-54320	09/15/2022 LAURA.RUPP EQUIPMENT MAINTENANCE	10/04/2022	19.00 19.00	19.00	Open	N 09/30/2022
884787679655 79776	AMAZON SATA III CABLE 100-100-53400	09/15/2022 LAURA.RUPP COMPUTER SUPPORT/MAINT	10/04/2022	20.52 20.52	20.52	Open	N 09/30/2022
435973897868 79777	AMAZON MONITOR WALL MOUNT BRACKET 100-110-53400	09/15/2022 LAURA.RUPP COMPUTER SUPPORT/MAINT	10/04/2022	110.37 110.37	110.37	Open	N 09/30/2022
493688385963 79778	AMAZON METAL DRILL BASE, IBOLT, TABLET 100-151-53400	09/14/2022 LAURA.RUPP COMPUTER SUPPORT/MAINT	10/04/2022	599.72 599.72	599.72	Open	N 09/30/2022
758584634464 79822	AMAZON YELLOW TONER 100-130-53400-STAFF	09/12/2022 LAURA.RUPP COMPUTER SUPPORT/MAINT	10/04/2022	135.99 135.99	135.99	Open	N 09/30/2022
568499876664 79823	AMAZON M.2 SSD SCREW KIT, STARTECH.COM 1 100-100-53400	09/13/2022 LAURA.RUPP COMPUTER SUPPORT/MAINT	10/04/2022	74.75 74.75	74.75	Open	N 09/30/2022

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459894649564 79857	AMAZON XEROX FUSER ASSEMBLY 100-100-53400	09/21/2022 LAURA.RUPP COMPUTER SUPPORT/MAINT	10/04/2022	257.63 257.63	257.63	Open	N 09/30/2022
893439946368 79743	AMAZON DURACELL 9V 100-110-56010	09/19/2022 LAURA.RUPP SUPPLIES	10/04/2022	34.10 34.10	34.10	Open	N 09/30/2022
469783795849 79802	AMAZON PAPER TOWELS, DURACELL AAA BATTERIES 100-110-56010	09/20/2022 LAURA.RUPP SUPPLIES	10/04/2022	119.26 119.26	119.26	Open	N 09/30/2022
19232 79180	AMERICAN LEGAL PUBLISHING CORP CODIFICATION OF ORDINANCES - SECOND 100-100-53200	08/31/2022 LAURA.RUPP PROFESSIONAL SERVICES	10/04/2022	4,838.00 4,838.00	4,838.00	Open	N 09/30/2022
19637 79980	AMERICAN LEGAL PUBLISHING CORP ALS UPDATE ORD: 22-16; 2022-18, 100-100-53200	09/27/2022 LAURA.RUPP PROFESSIONAL SERVICES	10/04/2022	22.00 22.00	22.00	Open	N 09/30/2022
353533 79892	AMERICAN PAYROLL INSTITUTE MEMBERSHIP RENWAL-HEATHER LINDSLEY 100-105-56650	09/26/2022 LAURA.RUPP MEMBERSHIP DUES	10/04/2022	275.00 275.00	275.00	Open	N 09/30/2022
09/21/2022 79732	ARMSTRONG KEN UB refund for account: 400-80631-00 520-000-20100 560-000-20100 570-000-20100	09/21/2022 LAURA.RUPP WAM-42 SUF-5 SWD-1	10/04/2022	49.78 41.72 4.97 3.09	49.78	Open	N 09/30/2022
78NV047983 79724	ARNOLD MOTOR SUPPLY HYDRAULIC FILTER 100-150-54320	09/14/2022 LAURA.RUPP EQUIPMENT MAINTENANCE	10/04/2022	16.95 16.95	16.95	Open	N 09/30/2022
78NV048166 79781	ARNOLD MOTOR SUPPLY 12V BATTERY 100-156-54320	09/15/2022 LAURA.RUPP EQUIPMENT MAINTENANCE	10/04/2022	143.34 143.34	143.34	Open	N 09/30/2022
78NV043738 79871	ARNOLD MOTOR SUPPLY BLUE OVAL LED STROBE	07/28/2022 LAURA.RUPP	10/04/2022	509.60	509.60	Open	N 09/30/2022

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	200-202-56130	SUPPLIES FOR RESALE		509.60			
78NV048543 79882	ARNOLD MOTOR SUPPLY DOOR HINGE PIN & BUSHING KIT 100-150-54320	09/20/2022 LAURA.RUPP	10/04/2022	18.52	18.52	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		18.52			
78NV048750 79883	ARNOLD MOTOR SUPPLY DOOR HINGE PIN & BUSHING KIT 100-150-54320	09/22/2022 LAURA.RUPP	10/04/2022	15.93	15.93	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		15.93			
78NV048515 79884	ARNOLD MOTOR SUPPLY O-RING 100-150-54320	09/20/2022 LAURA.RUPP	10/04/2022	0.74	0.74	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		0.74			
78NV048122 79885	ARNOLD MOTOR SUPPLY MOBIL 1 15W50 100-150-54320	09/15/2022 LAURA.RUPP	10/04/2022	53.70	53.70	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		53.70			
78NV047929 79886	ARNOLD MOTOR SUPPLY MOBIL 1 15W50 100-150-54320	09/13/2022 LAURA.RUPP	10/04/2022	44.75	44.75	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		44.75			
78NV048642 79887	ARNOLD MOTOR SUPPLY O-RING 100-150-54320	09/21/2022 LAURA.RUPP	10/04/2022	0.60	0.60	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		0.60			
78NV048885 79888	ARNOLD MOTOR SUPPLY MULTI PURPOSE GREASE TUBE 100-150-56010	09/23/2022 LAURA.RUPP	10/04/2022	13.26	13.26	Open	N 09/30/2022
		SUPPLIES		13.26			
78NV049012 79966	ARNOLD MOTOR SUPPLY WIRE BRAID HOSE 100-150-54320	09/26/2022 LAURA.RUPP	10/04/2022	54.41	54.41	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		54.41			
78NV048040 79990	ARNOLD MOTOR SUPPLY HYDRAULIC HOSE 500-500-54320	09/14/2022 LAURA.RUPP	10/04/2022	63.08	63.08	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		63.08			
78NV048026 79991	ARNOLD MOTOR SUPPLY WIRE BRAID HOSE 500-500-54320	09/14/2022 LAURA.RUPP	10/04/2022	60.26	60.26	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		60.26			

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92922HEALTH 79993	AUXIANT P2 HEALTH FUNDING 999-000-21510	09/29/2022 LAURA.RUPP	10/04/2022	65,537.47	65,537.47	Open	N 09/30/2022
		HEALTH ACCOUNT PAYABLE		65,537.47			
92922FLEX 79994	AUXIANT P2 FLEX FUNDING 999-000-21530	09/29/2022 LAURA.RUPP	10/04/2022	1,809.34	1,809.34	Open	N 09/30/2022
		FLEXIBLE SPEND PAYABLE		1,809.34			
88826276 79927	AVI SYSTEMS, INC 970889-CITY OF COLUMBUS- 100-100-57200-21092	09/19/2022 LAURA.RUPP	10/04/2022	30,081.41	30,081.41	Open	N 09/30/2022
		COMMUNITY CAPITAL-LAND & BUILDINGS		30,081.41			
9192022 79926	BAUER UNDERGROUND INC. COMMUNITY CENTER VAULT PLACEMENTS 100-100-57200-21092	09/19/2022 LAURA.RUPP	10/04/2022	11,072.90	11,072.90	Open	N 09/30/2022
		CAPITAL-LAND & BUILDINGS		11,072.90			
280875-202211 79839	BEST VERSION MEDIA, LLC AD MANAGEMENT FEE 100-130-55400	09/20/2022 LAURA.RUPP	10/04/2022	152.00	152.00	Open	N 09/30/2022
		ADVERTISING AND PROMOTION		152.00			
2064443 79790	BLACKSTONE PUBLISHING CD'S 100-130-56410-ADULT	09/20/2022 LAURA.RUPP	10/04/2022	72.00	72.00	Open	N 09/30/2022
		BOOKS AND PUBLICATIONS		72.00			
35018271 79938	BOMGAARS SQUARE PT SHOVEL 500-500-54390	08/16/2022 LAURA.RUPP	10/04/2022	21.39	21.39	Open	N 09/30/2022
		SYSTEM MAINTENANCE		10.69			
		SYSTEM MAINTENANCE		10.70			
35018739 79939	BOMGAARS AIR FRESHENER, BLACK PLASTIC RESTOR 520-520-54330	08/17/2022 LAURA.RUPP	10/04/2022	24.19	24.19	Open	N 09/30/2022
		VEHICLE MAINTENANCE		24.19			
35020882 79940	BOMGAARS COMBO KIT, IMPACT WRENCH 520-520-56090	08/22/2022 LAURA.RUPP	10/04/2022	1,123.48	1,123.48	Open	N 09/30/2022
		SMALL TOOLS		561.74			
		SMALL TOOLS		561.74			
35019493 79941	BOMGAARS COMBO KIT, IMPACT WRENCH	08/19/2022 LAURA.RUPP	10/04/2022	1,123.48	1,123.48	Open	N 09/30/2022

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	500-500-56090 520-520-56090	SMALL TOOLS SMALL TOOLS		561.74 561.74			
35020940 79942	BOMGAARS COMBO KIT, IMPACT WRENCH 500-500-56090 520-520-56090	08/22/2022 LAURA.RUPP SMALL TOOLS SMALL TOOLS	10/04/2022	1,123.48 561.74 561.74	1,123.48	Open	N 09/30/2022
35021814 79943	BOMGAARS GLAZING COMPOUND 520-520-54420	08/24/2022 LAURA.RUPP WELL MAINTENANCE	10/04/2022	10.69 10.69	10.69	Open	N 09/30/2022
35031077 79944	BOMGAARS ADAPTER, HOSE BARB, GLOVES 520-520-54390 500-500-54390	09/14/2022 LAURA.RUPP SYSTEM MAINTENANCE SYSTEM MAINTENANCE	10/04/2022	45.42 22.71 22.71	45.42	Open	N 09/30/2022
35018309 79945	BOMGAARS SPRAY PAINT 200-202-56130	08/16/2022 LAURA.RUPP SUPPLIES FOR RESALE	10/04/2022	13.98 13.98	13.98	Open	N 09/30/2022
35018890 79946	BOMGAARS SHOP TOWEL, BOOSTER CABLE, TOOL SET, 200-200-56010 200-200-56190 200-200-56090	08/17/2022 LAURA.RUPP SUPPLIES PERSONAL PROTECTIVE SUPP SMALL TOOLS	10/04/2022	464.07 11.99 355.11 96.97	464.07	Open	N 09/30/2022
35018730 79947	BOMGAARS MACHINE KEY, FASTENERS 200-202-56130	08/17/2022 LAURA.RUPP SUPPLIES FOR RESALE	10/04/2022	23.97 23.97	23.97	Open	N 09/30/2022
35019153 79948	BOMGAARS BATTERY, CUTOFF WHEEL, CUT OFF 500-501-54320	08/18/2022 LAURA.RUPP EQUIPMENT MAINTENANCE	10/04/2022	365.97 365.97	365.97	Open	N 09/30/2022
35021042 79949	BOMGAARS KNEE BOOTS, DRILL BIT 200-200-56190 200-200-54450	08/22/2022 LAURA.RUPP PERSONAL PROTECTIVE SUPP STREET MAINTENANCE	10/04/2022	46.76 39.98 6.78	46.76	Open	N 09/30/2022
35021116 79950	BOMGAARS TAPE MEASURE	08/22/2022 LAURA.RUPP	10/04/2022	14.99	14.99	Open	N 09/30/2022

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	200-200-56090	SMALL TOOLS		14.99			
35022368 79951	BOMGAARS TRANSMISSION FLUID 500-501-56010	08/25/2022 LAURA.RUPP SUPPLIES	10/04/2022	14.98	14.98	Open	N 09/30/2022
35023948 79952	BOMGAARS HITCH PIN 200-200-54330	08/29/2022 LAURA.RUPP VEHICLE MAINTENANCE	10/04/2022	4.29	4.29	Open	N 09/30/2022
35024361 79953	BOMGAARS RESPIRATOR, SAFETY EARMUFF 200-200-56190	08/30/2022 LAURA.RUPP PERSONAL PROTECTIVE SUPP	10/04/2022	135.96	135.96	Open	N 09/30/2022
35025225 79954	BOMGAARS RAIL ORGANIZER, SOCKET ORGANIZER, 200-202-56090	09/01/2022 LAURA.RUPP SMALL TOOLS	10/04/2022	118.65	118.65	Open	N 09/30/2022
35025984 79955	BOMGAARS SILICONE SEALANT 100-120-54310	09/02/2022 LAURA.RUPP BUILDING MAINTENANCE	10/04/2022	4.99	4.99	Open	N 09/30/2022
35030206 79956	BOMGAARS PUMP, TRANSFER TANK 205-205-54330	09/12/2022 LAURA.RUPP VEHICLE MAINTENANCE	10/04/2022	869.98	869.98	Open	N 09/30/2022
35024452 79957	BOMGAARS TAPE MEASURE, SNIP, HAMMER, SOCKET, 200-200-56090	08/30/2022 LAURA.RUPP SMALL TOOLS	10/04/2022	76.82	76.82	Open	N 09/30/2022
35026213 79960	BOMGAARS GLOVES 100-120-52700	09/03/2022 LAURA.RUPP TRAINING AND TUITION	10/04/2022	63.92	63.92	Open	N 09/30/2022
35031059 79961	BOMGAARS BOLTS & NUTS 500-500-54320	09/14/2022 LAURA.RUPP EQUIPMENT MAINTENANCE	10/04/2022	2.87	2.87	Open	N 09/30/2022
35030204 79962	BOMGAARS IAMS DOG FOOD 100-110-56165	09/12/2022 LAURA.RUPP K9 PROGRAM	10/04/2022	359.93	359.93	Open	N 09/30/2022

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84696978 79911	BOUND TREE MEDICAL LLC BLADE, BVM, SPUR II, NEBULIZER, SOFT LAURA.RUPP 100-121-56010 SUPPLIES	09/23/2022 LAURA.RUPP	10/04/2022	722.52 722.52	722.52	Open	N 09/30/2022
88430 79721	BULLSEYE FIRE SPRINKLER INC REPAIRED LEAKING PIPE 200-200-54310 BUILDING MAINTENANCE 500-500-54310 BUILDING MAINTENANCE 520-520-54310 BUILDING MAINTENANCE	09/14/2022 LAURA.RUPP	10/04/2022	383.13 191.57 95.78 95.78	383.13	Open	N 09/30/2022
487952360 79929	CAPITAL ONE - WALMART CONCESSIONS- HOT DOGS, BUNS, ICE LAURA.RUPP 100-150-56300 FOOD COSTS	08/20/2022 LAURA.RUPP	10/04/2022	50.72 50.72	50.72	Open	N 09/30/2022
487944404 79930	CAPITAL ONE - WALMART CONCESSIONS - HOT DOGS, BUNS, FORKS, LAURA.RUPP 100-150-56300 FOOD COSTS	08/20/2022 LAURA.RUPP	10/04/2022	42.41 42.41	42.41	Open	N 09/30/2022
352073 79931	CAPITAL ONE - WALMART STICKERS, CUTLERY, LUCHBAG, CUPS, LAURA.RUPP 100-130-56400-CHSAT PROGRAMS	08/30/2022 LAURA.RUPP	10/04/2022	246.43 246.43	246.43	Open	N 09/30/2022
757585 79932	CAPITAL ONE - WALMART TV MOUNT, 58" HISENSE TV LAURA.RUPP 500-500-52700 TRAINING AND TUITION 520-520-52700 TRAINING AND TUITION	09/06/2022 LAURA.RUPP	10/04/2022	691.16 345.58 345.58	691.16	Open	N 09/30/2022
245890 79933	CAPITAL ONE - WALMART DUCK TAPE LAURA.RUPP 100-152-56010 SUPPLIES	08/24/2022 LAURA.RUPP	10/04/2022	4.22 4.22	4.22	Open	N 09/30/2022
490828 79934	CAPITAL ONE - WALMART 63XL HP COLOR & BLACK INK CARTRIDGES LAURA.RUPP 570-570-56020 OFFICE SUPPLIES	08/22/2022 LAURA.RUPP	10/04/2022	315.67 315.67	315.67	Open	N 09/30/2022
170566 79935	CAPITAL ONE - WALMART HP INK LAURA.RUPP 500-500-54390 SYSTEM MAINTENANCE 520-520-54390 SYSTEM MAINTENANCE	09/09/2022 LAURA.RUPP	10/04/2022	239.78 119.89 119.89	239.78	Open	N 09/30/2022

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175523 79936	CAPITAL ONE - WALMART DIESEL TREATMENT, WINDEX, DAWN, 500-501-56010 SUPPLIES	08/25/2022 LAURA.RUPP	10/04/2022	205.10 205.10	205.10	Open	N 09/30/2022
501791667 79937	CAPITAL ONE - WALMART INK CARTRIDGES, BOWL BRUSH, COMMAND 100-152-56020 OFFICE SUPPLIES	09/16/2022 LAURA.RUPP	10/04/2022	362.42 362.42	362.42	Open	N 09/30/2022
001898674 79754	CENTRAL COMMUNITY COLLEGE BACKFLOW RECERTIFICATION DCELL 520-520-52700 TRAINING AND TUITION	09/14/2022 LAURA.RUPP	10/04/2022	510.00 510.00	510.00	Open	N 09/30/2022
001899243 79811	CENTRAL COMMUNITY COLLEGE LEADERSHIP DEVELOPMENT TRAINING 520-520-52700 TRAINING AND TUITION	09/20/2022 LAURA.RUPP	10/04/2022	800.00 800.00	800.00	Open	N 09/30/2022
346912 79753	CENTRAL SAND & GRAVEL CO NDOT ARMOR COAT 200-200-56010 SUPPLIES	09/08/2022 LAURA.RUPP	10/04/2022	748.25 748.25	748.25	Open	N 09/30/2022
347468 79787	CENTRAL SAND & GRAVEL CO CRUSHED GRAVEL 200-200-56010 SUPPLIES	09/09/2022 LAURA.RUPP	10/04/2022	707.88 707.88	707.88	Open	N 09/30/2022
9232022PARKS 79861	CLINE RANDY UMP MEN'S LEAGUE: 9/13, 9/20; MIXED 100-150-56400 PROGRAMS	09/23/2022 LAURA.RUPP	10/04/2022	270.00 270.00	270.00	Open	N 09/30/2022
9232022PARKS 79862	CLOSSON ROD UMP MENS LEAGUE: 9/13, 9/20; MIXED: 100-150-56400 PROGRAMS	09/23/2022 LAURA.RUPP	10/04/2022	270.00 270.00	270.00	Open	N 09/30/2022
HEALTH 79925	COLUMBUS AREA CHAMBER OF COLUMBUS BUCKS-PACE PROGRAM 600-000-10113 PETTY CASH WELLNESS	09/16/2022 LAURA.RUPP	10/04/2022	880.00 880.00	880.00	Open	N 09/30/2022
118-60106294 79985	COLUMBUS TELEGRAM ADVERTISING 100-130-55400 ADVERTISING AND PROMOTION	09/25/2022 LAURA.RUPP	10/04/2022	731.01 731.01	731.01	Open	N 09/30/2022

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118-60003415 79987	COLUMBUS TELEGRAM LEGAL NOTICES 100-100-55500	09/25/2022 LAURA.RUPP	10/04/2022	483.94	483.94	Open	N 09/30/2022
		PUBLICATIONS AND NOTICES		483.94			
16222 79977	CONNECTING POINT/RADIO SHACK HP LJ M209DWE PRINTER, TONER 100-103-53400-III-C 100-103-56010-III-C	09/27/2022 LAURA.RUPP	10/04/2022	646.32	646.32	Open	N 09/30/2022
		COMPUTER SUPPORT/MAINT SUPPLIES		219.99 426.33			
16223 79982	CONNECTING POINT/RADIO SHACK HP Z2 TOWER G9 WORKSTATION DESKTOP 100-150-57510-22016	09/25/2022 LAURA.RUPP	10/04/2022	1,125.00	1,125.00	Open	N 09/30/2022
		CAPITAL-EQUIPMENT		1,125.00			
2084 1256 79893	CORNHUSKER MARRIOTT HOTEL JOHN LOHR 100-107-52700	09/16/2022 LAURA.RUPP	10/04/2022	327.00	327.00	Open	N 09/30/2022
		TRAINING AND TUITION		327.00			
2103 1256 79894	CORNHUSKER MARRIOTT HOTEL JANELLE KLINE 100-107-52700	09/16/2022 LAURA.RUPP	10/04/2022	218.00	218.00	Open	N 09/30/2022
		TRAINING AND TUITION		218.00			
5925 1256 79895	CORNHUSKER MARRIOTT HOTEL RON SCHILLING 100-106-52700	09/16/2022 LAURA.RUPP	10/04/2022	218.00	218.00	Open	N 09/30/2022
		TRAINING AND TUITION		218.00			
1336527 79833	DAS STATE ACCOUNTING MONTHLY NETWORK CHARGES 100-110-54320	09/19/2022 LAURA.RUPP	10/04/2022	256.00	256.00	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		256.00			
1336577 79834	DAS STATE ACCOUNTING MONTHLY NETWORK CHARGES 220-220-56240	09/19/2022 LAURA.RUPP	10/04/2022	1,215.99	1,215.99	Open	N 09/30/2022
		TELEPHONE		1,215.99			
7186930 79852	DEMCO INC LAPTOP SHELF 100-130-56010-STAFF	09/16/2022 LAURA.RUPP	10/04/2022	105.95	105.95	Open	N 09/30/2022
		SUPPLIES		105.95			
102254 79812	DOERNEMANN FARM SERVICE INC WIRE HOSE, FITTING, HYD OIL 570-570-54330	09/19/2022 LAURA.RUPP	10/04/2022	162.85	162.85	Open	N 09/30/2022
		VEHICLE MAINTENANCE		162.85			

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5549360922 79722	EAKES OFFICE SOLUTIONS ADMINISTRATIVE FEES 100-120-56020 100-121-56020	09/01/2022 LAURA.RUPP	10/04/2022	55.00	55.00	Open	N 09/30/2022
		OFFICE SUPPLIES		27.50			
		OFFICE SUPPLIES		27.50			
INV394302 79763	EAKES OFFICE SOLUTIONS COPIER CONTRACT 100-120-56020 100-121-56020	09/19/2022 LAURA.RUPP	10/04/2022	177.97	177.97	Open	N 09/30/2022
		OFFICE SUPPLIES		88.99			
		OFFICE SUPPLIES		88.98			
8567168-0 79780	EAKES OFFICE SOLUTIONS ACRYLIC PLATE 100-100-56010	09/16/2022 LAURA.RUPP	10/04/2022	14.60	14.60	Open	N 09/30/2022
		SUPPLIES		14.60			
CM19530 79789	EAKES OFFICE SOLUTIONS CREDIT - COPIER CONTRACT 100-120-56020 100-121-56020	09/19/2022 LAURA.RUPP	10/04/2022	(177.97)	(177.97)	Open	N 09/30/2022
		OFFICE SUPPLIES		(88.99)			
		OFFICE SUPPLIES		(88.98)			
8576340-0 79807	EAKES OFFICE SOLUTIONS TAPE 100-145-56020	09/21/2022 LAURA.RUPP	10/04/2022	16.20	16.20	Open	N 09/30/2022
		OFFICE SUPPLIES		16.20			
INV395836 79897	EAKES OFFICE SOLUTIONS COPIER CONTRACT 100-110-54320	09/25/2022 LAURA.RUPP	10/04/2022	149.89	149.89	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		149.89			
9192022PARK 79975	ECKHART ALEN CDL 100-150-52700	09/19/2022 LAURA.RUPP	10/04/2022	31.00	31.00	Open	N 09/30/2022
		TRAINING AND TUITION		31.00			
NECOL245923 79772	FASTENAL COMPANY IC WB SFTY GRN 17OZ 200-200-56010	09/15/2022 LAURA.RUPP	10/04/2022	143.76	143.76	Open	N 09/30/2022
		SUPPLIES		143.76			
NECOL245924 79788	FASTENAL COMPANY HCS 1/2 20X2 YZ8 200-200-56010	09/15/2022 LAURA.RUPP	10/04/2022	6.50	6.50	Open	N 09/30/2022
		SUPPLIES		6.50			

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022071662 79918	GALLS LLC WOMENS STRYKE PANT 100-110-52800 UNIFORMS	09/07/2022 LAURA.RUPP	10/04/2022	44.40 44.40	44.40	Open	N 09/30/2022
65628 79747	GEHRING CONSTRUCTION & 2211 21ST ST 200-200-54450 STREET MAINTENANCE	09/20/2022 LAURA.RUPP	10/04/2022	1,143.75 1,143.75	1,143.75	Open	N 09/30/2022
65533 79749	GEHRING CONSTRUCTION & 3503 36TH ST 200-200-54450 STREET MAINTENANCE	09/14/2022 LAURA.RUPP	10/04/2022	469.38 469.38	469.38	Open	N 09/30/2022
65568 79750	GEHRING CONSTRUCTION & VIAERO WIRELESS - BACK 500-500-54320 EQUIPMENT MAINTENANCE	09/15/2022 LAURA.RUPP	10/04/2022	1,007.25 1,007.25	1,007.25	Open	N 09/30/2022
65713 79859	GEHRING CONSTRUCTION & 904 3RD ST 200-200-54450 STREET MAINTENANCE	09/22/2022 LAURA.RUPP	10/04/2022	1,220.00 1,220.00	1,220.00	Open	N 09/30/2022
65818 79971	GEHRING CONSTRUCTION & 1"X6" FIBER EXPANSION 200-200-54450 STREET MAINTENANCE	09/26/2022 LAURA.RUPP	10/04/2022	62.50 62.50	62.50	Open	N 09/30/2022
65815 79972	GEHRING CONSTRUCTION & 23RD AVE & 24TH ST 520-520-54390 SYSTEM MAINTENANCE	09/26/2022 LAURA.RUPP	10/04/2022	346.25 346.25	346.25	Open	N 09/30/2022
00688 79832	GINGER MOON & ASSOCIATES NOTARY BOND - KELLI KEYES 100-100-55200 INSURANCE	09/21/2022 LAURA.RUPP	10/04/2022	40.00 40.00	40.00	Open	N 09/30/2022
182413 79768	G-O RAPID LUBE AND MORE LLC OIL CHANGE 100-102-54330 VEHICLE MAINTENANCE	09/19/2022 LAURA.RUPP	10/04/2022	47.12 47.12	47.12	Open	N 09/30/2022
2209-504947 79783	GREAT PLAINS BUILDING SUPPLY SURVEY STAKES 520-520-54390 SYSTEM MAINTENANCE	09/20/2022 LAURA.RUPP	10/04/2022	20.50 20.50	20.50	Open	N 09/30/2022

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139461 79979	4025648127 GREAT PLAINS COMMUNICATIONS PHONE/INTERNET CHANRGES 09/16-10/15 LAURA.RUPP	09/16/2022 LAURA.RUPP	10/04/2022	1,909.12	1,909.12	Open	N 09/30/2022
	100-100-56240 TELEPHONE			210.76			
	100-102-56240 TELEPHONE			20.34			
	100-103-56240 TELEPHONE			50.84			
	100-105-56240 TELEPHONE			50.84			
	100-106-56240 TELEPHONE			40.67			
	100-108-56240 TELEPHONE			10.17			
	100-110-56240 TELEPHONE			516.02			
	100-120-56240 TELEPHONE			167.78			
	100-121-56240 TELEPHONE			167.78			
	100-130-56240 TELEPHONE			142.36			
	100-140-56240 TELEPHONE			10.17			
	100-145-56240 TELEPHONE			50.84			
	100-150-56240 TELEPHONE			40.67			
	100-151-56240 TELEPHONE			20.34			
	100-152-56240 TELEPHONE			20.34			
	100-155-56240 TELEPHONE			30.51			
	100-156-56240 TELEPHONE			81.35			
	200-200-56240 TELEPHONE			40.67			
	205-205-56240 TELEPHONE			30.51			
	220-220-56240 TELEPHONE			10.17			
	500-500-56240 TELEPHONE			42.07			
	500-501-56240 TELEPHONE			50.84			
	520-520-56240 TELEPHONE			72.57			
	570-570-56240 TELEPHONE			30.51			
13243708 79766	HACH COMPANY SINGLETS PH 7.0 500-501-56060 CHEMICALS	09/14/2022 LAURA.RUPP	10/04/2022	51.73	51.73	Open	N 09/30/2022
				51.73			
13256239 79920	HACH COMPANY SINGLETS PH10.01 PK/20 500-501-55640 COMPLIANCE TESTING	09/20/2022 LAURA.RUPP	10/04/2022	51.73	51.73	Open	N 09/30/2022
				51.73			
226160 79755	HADLEY-BRAITHWAIT COMPANY WAGON WHEEL TP 100-150-56010 SUPPLIES	09/19/2022 LAURA.RUPP	10/04/2022	135.90	135.90	Open	N 09/30/2022
				135.90			
226156 79760	HADLEY-BRAITHWAIT COMPANY CASE JUMBO TP 100-156-56110 PRO-SHOP SUPPLIES	09/15/2022 LAURA.RUPP	10/04/2022	58.95	58.95	Open	N 09/30/2022
				58.95			

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6295609 79803	HAWKINS INC CHEMICALS 520-520-56060	09/20/2022 LAURA.RUPP	10/04/2022	6,390.27 6,390.27	6,390.27	Open	N 09/30/2022
XB37617 79769	HOBART SALES & SERVICE SERVICE ON DISHWASHER 100-103-54320-III-C	09/14/2022 LAURA.RUPP	10/04/2022	453.21 453.21	453.21	Open	N 09/30/2022
71482540 79759	INGRAM LIBRARY SERVICES, INC MATERIALS 100-130-56410-ADULT 100-130-56410-YOUNG	09/12/2022 LAURA.RUPP	10/04/2022	428.98 422.73 6.25	428.98	Open	N 09/30/2022
71528205 79824	INGRAM LIBRARY SERVICES, INC MATERIALS 100-130-56410-ADULT 100-130-56410-YOUNG	09/14/2022 LAURA.RUPP	10/04/2022	42.16 25.97 16.19	42.16	Open	N 09/30/2022
71539939 79825	INGRAM LIBRARY SERVICES, INC MATERIALS 100-130-56410-ADULT 100-130-56410-CHILD 100-130-56410-YOUNG	09/14/2022 LAURA.RUPP	10/04/2022	248.90 225.00 10.18 13.72	248.90	Open	N 09/30/2022
71647628 79921	INGRAM LIBRARY SERVICES, INC CREDIT - RETURN 100-130-56410-CHILD	09/20/2022 LAURA.RUPP	10/04/2022	(5.53) (5.53)	(5.53)	Open	N 09/30/2022
71578654 79924	INGRAM LIBRARY SERVICES, INC MATERIALS 100-130-56410-ADULT 100-130-56410-CHILD 100-130-56410-YOUNG	09/16/2022 LAURA.RUPP	10/04/2022	820.17 87.33 669.04 63.80	820.17	Open	N 09/30/2022
276775 79973	ISLAND SUPPLY WELDING CO. CERAMIC CISC, SHIELD CAP, GLOVES 200-202-56090	09/26/2022 LAURA.RUPP	10/04/2022	155.99 155.99	155.99	Open	N 09/30/2022
743643 79742	J P COOKE COMPANY LICENSE TAGS - DOG & CAT 100-110-56010	09/21/2022 LAURA.RUPP	10/04/2022	340.65 340.65	340.65	Open	N 09/30/2022

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4891184 79736	JACKSON SERVICES INC MAT 100-102-56030	09/20/2022 LAURA.RUPP CLEANING SUPPLIES/SERVICE	10/04/2022	26.40 26.40	26.40	Open	N 09/30/2022
4891183 79737	JACKSON SERVICES INC UNIFORMS 520-520-52800	09/20/2022 LAURA.RUPP UNIFORMS	10/04/2022	83.61 83.61	83.61	Open	N 09/30/2022
4891182 79738	JACKSON SERVICES INC UNIFORM 100-150-52800	09/20/2022 LAURA.RUPP UNIFORMS	10/04/2022	26.37 26.37	26.37	Open	N 09/30/2022
4864004 79739	JACKSON SERVICES INC SOAP 500-501-56030	08/18/2022 LAURA.RUPP CLEANING SUPPLIES/SERVICE	10/04/2022	20.00 20.00	20.00	Open	N 09/30/2022
4854520 79740	JACKSON SERVICES INC SOAP 500-501-56030	08/04/2022 LAURA.RUPP CLEANING SUPPLIES/SERVICE	10/04/2022	20.00 20.00	20.00	Open	N 09/30/2022
4888551 79767	JACKSON SERVICES INC UNIFORMS 200-200-52800 200-202-52800	09/15/2022 LAURA.RUPP UNIFORMS UNIFORMS	10/04/2022	262.91 232.51 30.40	262.91	Open	N 09/30/2022
4888563 79771	JACKSON SERVICES INC UNIFORMS 500-501-52800	09/15/2022 LAURA.RUPP UNIFORMS	10/04/2022	101.87 101.87	101.87	Open	N 09/30/2022
4888562 79814	JACKSON SERVICES INC MATS, ROLLER TOWEL, UNIFORMS 570-570-56030 570-570-52800	09/15/2022 LAURA.RUPP CLEANING SUPPLIES/SERVICE UNIFORMS	10/04/2022	144.96 33.04 111.92	144.96	Open	N 09/30/2022
4888564 79815	JACKSON SERVICES INC SOAP, MAT, BAR TOWELS, SHOP TOWELS 500-501-56030	09/15/2022 LAURA.RUPP CLEANING SUPPLIES/SERVICE	10/04/2022	38.85 38.85	38.85	Open	N 09/30/2022
4888554 79816	JACKSON SERVICES INC 2 - SOAP FOAM BAGS	09/15/2022 LAURA.RUPP	10/04/2022	32.00	32.00	Open	N 09/30/2022

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	500-500-52800	UNIFORMS		32.00			
4888553 79817	JACKSON SERVICES INC UNIFORMS 500-500-52800	09/15/2022 LAURA.RUPP	10/04/2022	140.73	140.73	Open	N 09/30/2022
	500-500-52800	UNIFORMS		140.73			
4893843 79864	JACKSON SERVICES INC MAT 500-501-56030	09/22/2022 LAURA.RUPP	10/04/2022	3.04	3.04	Open	N 09/30/2022
	500-501-56030	CLEANING SUPPLIES/SERVICE		3.04			
4893842 79865	JACKSON SERVICES INC UNIFORMS 500-501-52800	09/22/2022 LAURA.RUPP	10/04/2022	101.85	101.85	Open	N 09/30/2022
	500-501-52800	UNIFORMS		101.85			
4893841 79866	JACKSON SERVICES INC UNIFORMS 570-570-52800	09/22/2022 LAURA.RUPP	10/04/2022	111.90	111.90	Open	N 09/30/2022
	570-570-52800	UNIFORMS		111.90			
4893834 79867	JACKSON SERVICES INC UNIFORMS 500-500-52800	09/22/2022 LAURA.RUPP	10/04/2022	140.71	140.71	Open	N 09/30/2022
	500-500-52800	UNIFORMS		140.71			
4894638 79868	JACKSON SERVICES INC UNIFORMS 200-200-52800 200-202-52800	09/22/2022 LAURA.RUPP	10/04/2022	262.89	262.89	Open	N 09/30/2022
	200-200-52800	UNIFORMS		232.49			
	200-202-52800	UNIFORMS		30.40			
4897204 79969	JACKSON SERVICES INC MATS 100-100-54310	09/27/2022 LAURA.RUPP	10/04/2022	66.42	66.42	Open	N 09/30/2022
	100-100-54310	BUILDING MAINTENANCE		66.42			
4896344 79970	JACKSON SERVICES INC MATS, MOPS, POLISH TOWEL, WINDSHIELD 100-120-56030 100-121-56030	09/26/2022 LAURA.RUPP	10/04/2022	135.37	135.37	Open	N 09/30/2022
	100-120-56030	CLEANING SUPPLIES/SERVICE		67.68			
	100-121-56030	CLEANING SUPPLIES/SERVICE		67.69			
S12277840-0 79779	KELLY SUPPLY COMPANY STRAINER, RED COUP SOC, TEE, 100-152-54310	09/16/2022 LAURA.RUPP	10/04/2022	461.33	461.33	Open	N 09/30/2022
	100-152-54310	BUILDING MAINTENANCE		461.33			

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S12278191-0 79805	KELLY SUPPLY COMPANY GATES STEM 500-500-54320	09/21/2022 LAURA.RUPP	10/04/2022	125.90 125.90	125.90	Open	N 09/30/2022
S12276468-0 79806	KELLY SUPPLY COMPANY STEEL CLAMP, WATER MASTER 520-520-54390	09/21/2022 LAURA.RUPP	10/04/2022	260.01 260.01	260.01	Open	N 09/30/2022
S12277994-0 79828	KELLY SUPPLY COMPANY POLYETHYLENE TUBING 500-501-54320	09/14/2022 LAURA.RUPP	10/04/2022	6.34 6.34	6.34	Open	N 09/30/2022
S12278340-0 79963	KELLY SUPPLY COMPANY LFFBV-3C-M1 500-501-54320	09/26/2022 LAURA.RUPP	10/04/2022	143.07 143.07	143.07	Open	N 09/30/2022
9262022COMM 79968	LASKA PATTY REIMBURSEMENT NASC CONFERENCE- 100-103-52700-III-B 100-103-52700-III-C 100-103-52700-III-E	09/26/2022 LAURA.RUPP	10/04/2022	172.03 86.02 84.29 1.72	172.03	Open	N 09/30/2022
9309958370 79913	LAWSON PRODUCTS PIPE WRENCH 500-501-56090	09/23/2022 LAURA.RUPP	10/04/2022	125.10 125.10	125.10	Open	N 09/30/2022
92322COUNCIL 79967	LOHR JOHN F REIMBURSE MILEAGE, PARKING ANNUAL 100-107-52700	09/23/2022 LAURA.RUPP	10/04/2022	131.87 131.87	131.87	Open	N 09/30/2022
9232022PARKS 79860	LUTJEN JAROD UMP MIXED LEAGUE: 9/14, 9/21 100-150-56400	09/23/2022 LAURA.RUPP	10/04/2022	120.00 120.00	120.00	Open	N 09/30/2022
P09830 79808	MACQUEEN EQUIPMENT S/B SEG HD 4 PK 200-200-54320	09/21/2022 LAURA.RUPP	10/04/2022	1,030.40 1,030.40	1,030.40	Open	N 09/30/2022
0026391588 79910	MATHESON-LINWELD CARBON DIOXIDE 10LB	09/23/2022 LAURA.RUPP	10/04/2022	82.45	82.45	Open	N 09/30/2022

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	100-150-56010	SUPPLIES		82.45			
85276455 79901	MCMaster-CARR WATER POWERED FLEXIBLE DRAIN CLEANER 500-501-54320	09/22/2022 LAURA.RUPP	10/04/2022	336.96	336.96	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		336.96			
70283 79727	MENARDS HOSE CLAMP 500-500-54320	09/08/2022 LAURA.RUPP	10/04/2022	1.98	1.98	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		1.98			
70267 79728	MENARDS CONST SCREW, 2X6 520-520-54390	09/08/2022 LAURA.RUPP	10/04/2022	18.97	18.97	Open	N 09/30/2022
		SYSTEM MAINTENANCE		18.97			
70337 79729	MENARDS BELL HANGER 205-205-54320	09/09/2022 LAURA.RUPP	10/04/2022	5.61	5.61	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		5.61			
70579 79793	MENARDS WRESIST LS, SEAT COVER, TC PELLETS 205-205-54320	09/13/2022 LAURA.RUPP	10/04/2022	58.58	58.58	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		58.58			
70632 79794	MENARDS REBAR 500-500-54320	09/14/2022 LAURA.RUPP	10/04/2022	156.60	156.60	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		156.60			
70626 79795	MENARDS HEX BOLT, HEX NUT, SPLIT LOCK WASHER 500-501-56010	09/14/2022 LAURA.RUPP	10/04/2022	18.85	18.85	Open	N 09/30/2022
		SUPPLIES		18.85			
70717 79796	MENARDS SCREWDRIVER 500-500-54320	09/15/2022 LAURA.RUPP	10/04/2022	3.97	3.97	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		3.97			
70704 79797	MENARDS BATTERY RECYCLING DEPOSIT 570-570-54330	09/15/2022 LAURA.RUPP	10/04/2022	(10.00)	(10.00)	Open	N 09/30/2022
		VEHICLE MAINTENANCE		(10.00)			
70706 79798	MENARDS PUROLTRONE FILTER 205-205-54320	09/15/2022 LAURA.RUPP	10/04/2022	14.98	14.98	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		14.98			

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70702 79799	MENARDS 4X8, ACDELCO BATTERY, HEX NUT, FLAT 570-570-54330	09/15/2022 LAURA.RUPP	10/04/2022	199.33 199.33	199.33	Open	N 09/30/2022
70689 79800	MENARDS TC PELLETS, POPLAR DOWEL 205-205-54320	09/15/2022 LAURA.RUPP	10/04/2022	32.98 32.98	32.98	Open	N 09/30/2022
21512 79986	MID-STATE ENGINEERING & TESTING LIBRARY-CULTURAL ARTS CENTER-CITY 100-130-57200-20030 100-100-57200-21092	08/31/2022 LAURA.RUPP	10/04/2022	986.00 739.50 246.50	986.00	Open	N 09/30/2022
3899599-0 79858	MIDWEST TURF & IRRIGATION SEAL KIT 205-205-54320	09/22/2022 LAURA.RUPP	10/04/2022	48.83 48.83	48.83	Open	N 09/30/2022
041-22 79896	MILLER PAINTING AND PAINT COLUMBUS WATER PARK 100-151-54310	09/01/2022 LAURA.RUPP	10/04/2022	1,670.96 1,670.96	1,670.96	Open	N 09/30/2022
NE07-00475657 79734	MOTION INDUSTRIES INC BEARINGS 500-501-54320	09/21/2022 LAURA.RUPP	10/04/2022	489.12 489.12	489.12	Open	N 09/30/2022
NE07-00475441 79735	MOTION INDUSTRIES INC BEARING 500-501-54320	09/16/2022 LAURA.RUPP	10/04/2022	235.26 235.26	235.26	Open	N 09/30/2022
90153 79863	MUELLER SPRINKLERS HUNTER XC 8 STATION 100-150-54490	08/21/2022 LAURA.RUPP	10/04/2022	193.37 193.37	193.37	Open	N 09/30/2022
33220 79774	MUNICIPAL PIPE TOOL CO LLC RECEPTACLE WIRE SPCL, CONNECTOR 500-500-54320	09/16/2022 LAURA.RUPP	10/04/2022	517.44 517.44	517.44	Open	N 09/30/2022
722424 79821	NAPA AUTO PARTS OF COLUMBUS Z HOSE END FITTING, WEATHERSHIELD 100-156-54320	09/14/2022 LAURA.RUPP	10/04/2022	94.46 94.46	94.46	Open	N 09/30/2022

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722682 79879	NAPA AUTO PARTS OF COLUMBUS AUTOMATIC TRANSMISSION 200-202-56130	09/20/2022 LAURA.RUPP SUPPLIES FOR RESALE	10/04/2022	78.99 78.99	78.99	Open	N 09/30/2022
722919 79890	NAPA AUTO PARTS OF COLUMBUS WEATHERSHIELD, HOSE END FITTING 100-156-54320	09/23/2022 LAURA.RUPP EQUIPMENT MAINTENANCE	10/04/2022	226.39 226.39	226.39	Open	N 09/30/2022
722985 79978	NAPA AUTO PARTS OF COLUMBUS SEALED BALL BEARING 500-501-54320	09/26/2022 LAURA.RUPP EQUIPMENT MAINTENANCE	10/04/2022	35.79 35.79	35.79	Open	N 09/30/2022
91222WATER 79773	NDEE WATER OPERATOR LICENSE - HEATH J 520-520-52700	09/12/2022 LAURA.RUPP TRAINING AND TUITION	10/04/2022	115.00 115.00	115.00	Open	N 09/30/2022
124830117 79992	NDEE KRISTOFOR GERNSTEIN - RENEWAL 500-500-52700	09/28/2022 LAURA.RUPP TRAINING AND TUITION	10/04/2022	150.00 150.00	150.00	Open	N 09/30/2022
13816 79725	NEBRASKA HARVESTORE SYSTEMS SEAL, FILTER 200-200-54320	09/12/2022 LAURA.RUPP EQUIPMENT MAINTENANCE	10/04/2022	114.64 114.64	114.64	Open	N 09/30/2022
556206 79751	NEBRASKA PUBLIC HEALTH WATER TESTING 520-520-55640	09/13/2022 LAURA.RUPP COMPLIANCE TESTING	10/04/2022	790.00 790.00	790.00	Open	N 09/30/2022
PROJ-28731833 79748	NEBRASKA TOTAL CARE REFUND OVERPAYMENT AIYANNA M 100-121-55930	09/08/2022 LAURA.RUPP REFUNDS	10/04/2022	404.79 404.79	404.79	Open	N 09/30/2022
9132022COMM 79810	NORTHEAST NEBRASKA AREA ANNUAL AUDIT 100-103-53200-III-B 100-103-53200-III-C 100-103-53200-III-E	09/13/2022 LAURA.RUPP PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES	10/04/2022	275.00 137.50 134.75 2.75	275.00	Open	N 09/30/2022
23922 79846	NORTHEAST NEBRASKA ECONOMIC TRUST DPA REUSE AUGUST 2022 ADMIN	09/16/2022 LAURA.RUPP	10/04/2022	37.50	37.50	Open	N 09/30/2022

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	240-240-56780	HOUSING LOANS & ADMIN		37.50			
23919 79847	NORTHEAST NEBRASKA ECONOMIC CDBG REHAB REUSE AUGUST 2022 ADMIN 240-244-56780	09/16/2022 LAURA.RUPP HOUSING LOANS & ADMIN	10/04/2022	37.50	37.50	Open	N 09/30/2022
23914 79848	NORTHEAST NEBRASKA ECONOMIC CDBG DPA REUSE AUGUST 2022 ADMIN 240-244-56780	09/16/2022 LAURA.RUPP HOUSING LOANS & ADMIN	10/04/2022	18.75	18.75	Open	N 09/30/2022
75985 79723	OCCUPATIONAL HEALTH SERV DRUG SCREEN 100-150-52710	09/15/2022 LAURA.RUPP EMPLOYEE RECRUITMENT/RETENTION	10/04/2022	102.00	102.00	Open	N 09/30/2022
75986 79916	OCCUPATIONAL HEALTH SERV DRUG SCREENS, PHYSICAL EXAMS 100-125-52900	09/15/2022 LAURA.RUPP EMPLOYEE HEALTH	10/04/2022	1,171.00	1,171.00	Open	N 09/30/2022
265826 79902	OLSON'S PEST TECHNICIANS PEST CONTROL 100-102-54310	09/02/2022 LAURA.RUPP BUILDING & GROUNDS MAINT	10/04/2022	50.00	50.00	Open	N 09/30/2022
265825 79903	OLSON'S PEST TECHNICIANS PEST CONTROL 100-100-54310	09/20/2022 LAURA.RUPP BUILDING MAINTENANCE	10/04/2022	50.00	50.00	Open	N 09/30/2022
267871 79904	OLSON'S PEST TECHNICIANS PEST CONTROL 100-156-54310	09/12/2022 LAURA.RUPP BUILDING MAINTENANCE	10/04/2022	70.00	70.00	Open	N 09/30/2022
267872 79905	OLSON'S PEST TECHNICIANS PEST CONTROL 100-151-54310	09/12/2022 LAURA.RUPP BUILDING MAINTENANCE	10/04/2022	75.00	75.00	Open	N 09/30/2022
265827 79906	OLSON'S PEST TECHNICIANS PEST CONTROL 100-110-54310	09/20/2022 LAURA.RUPP BUILDING MAINTENANCE	10/04/2022	85.00	85.00	Open	N 09/30/2022
265828 79907	OLSON'S PEST TECHNICIANS PEST CONTROL 200-200-54310	09/12/2022 LAURA.RUPP BUILDING MAINTENANCE	10/04/2022	55.00	55.00	Open	N 09/30/2022

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265829 79908	OLSON'S PEST TECHNICIANS PEST CONTROL 570-570-53200	09/02/2022 LAURA.RUPP	10/04/2022	50.00	50.00	Open	N 09/30/2022
		PROFESSIONAL SERVICES		50.00			
92122STREET 79880	OPPLIGER LYLE REIMBURSE CDL 200-200-52700	09/21/2022 LAURA.RUPP	10/04/2022	31.00	31.00	Open	N 09/30/2022
		TRAINING AND TUITION		31.00			
0681-184380 79872	O'REILLY AUTOMOTIVE INC IGNITION SWITCH 200-202-56130	09/14/2022 LAURA.RUPP	10/04/2022	166.16	166.16	Open	N 09/30/2022
		SUPPLIES FOR RESALE		166.16			
0681-184207 79873	O'REILLY AUTOMOTIVE INC A/T FILTER 200-202-56130	09/13/2022 LAURA.RUPP	10/04/2022	24.32	24.32	Open	N 09/30/2022
		SUPPLIES FOR RESALE		24.32			
0681-184204 79878	O'REILLY AUTOMOTIVE INC TRANS SOLENO 200-202-56130	09/21/2022 LAURA.RUPP	10/04/2022	19.09	19.09	Open	N 09/30/2022
		SUPPLIES FOR RESALE		19.09			
22-4444 79726	PORT-A-JOHNS RESTROOM RENTAL - VANBURG, CEMETERY, 100-155-54520 100-140-54310 100-156-54520	09/12/2022 LAURA.RUPP	10/04/2022	375.00	375.00	Open	N 09/30/2022
		EQUIPMENT RENTAL/PURCHASE		75.00			
		BUILDING MAINTENANCE		75.00			
		EQUIPMENT RENTAL/PURCHASE		225.00			
26671953 79891	PRESTOX PEST CONTROL 4630 HOWARD BLVD 100-120-54310 100-121-54310	09/21/2022 LAURA.RUPP	10/04/2022	57.63	57.63	Open	N 09/30/2022
		BUILDING MAINTENANCE		28.81			
		BUILDING MAINTENANCE		28.82			
9062022POSTAGE 79836	QUADIENT FINANCE USA, INC. ADDED POSTAGE 100-100-56040	09/06/2022 LAURA.RUPP	10/04/2022	1,000.00	1,000.00	Open	N 09/30/2022
		POSTAGE AND FREIGHT		1,000.00			
O-00860827 79835	QUADIENT, INC. 300 PK METER TAPES 100-100-56010	09/14/2022 LAURA.RUPP	10/04/2022	64.60	64.60	Open	N 09/30/2022
		SUPPLIES		64.60			

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065215 79964	REARDON LAWN & GARDEN INC DISCHARGE FLAP 100-156-54320	09/26/2022 LAURA.RUPP EQUIPMENT MAINTENANCE	10/04/2022	31.99 31.99	31.99	Open	N 09/30/2022
4774 79974	REARDON LAWN & GARDEN INC FS 91R S/N 531274539 100-156-54320	09/27/2022 LAURA.RUPP EQUIPMENT MAINTENANCE	10/04/2022	314.99 314.99	314.99	Open	N 09/30/2022
065219 79981	REARDON LAWN & GARDEN INC WHEEL BEARINGS,SEAL, GREASE ZERK, 100-156-54320	09/27/2022 LAURA.RUPP EQUIPMENT MAINTENANCE	10/04/2022	75.88 75.88	75.88	Open	N 09/30/2022
657 79915	RUTT'S HEATING & A/C INC INSTALLED NEW COMPRESSOR 100-130-54310	09/23/2022 LAURA.RUPP BUILDING MAINTENANCE	10/04/2022	4,738.75 4,738.75	4,738.75	Open	N 09/30/2022
91922FIRE 79752	SALAK DEREK REIMBURSE PARAMEDIC LICENSING, 100-121-52700	09/19/2022 LAURA.RUPP TRAINING AND TUITION	10/04/2022	408.38 408.38	408.38	Open	N 09/30/2022
9222022LIBRARY 79849	SARGENT MELISSA MILEAGE 100-130-56010-BUILD 100-130-56010-STAFF 100-130-56010-MTRLS 100-130-56400-ADULT 100-130-56400-CHILD 100-130-56400-YASCH	09/22/2022 LAURA.RUPP SUPPLIES SUPPLIES SUPPLIES PROGRAMS PROGRAMS PROGRAMS	10/04/2022	18.14 3.86 3.36 2.24 5.04 3.08 0.56	18.14	Open	N 09/30/2022
9222022LIBRARY 79850	SARGENT MELISSA MILEAGE 100-130-56400-ADSRP 100-130-56400-ADULT 100-130-56400-CHILD	09/22/2022 LAURA.RUPP PROGRAMS PROGRAMS PROGRAMS	10/04/2022	14.56 1.88 8.75 3.93	14.56	Open	N 09/30/2022
742250 79786	SECURITY EQUIPMENT INC SERVICE AGREEMENT 220-220-54380	09/19/2022 LAURA.RUPP MAINTENANCE AGREEMENTS	10/04/2022	40.40 40.40	40.40	Open	N 09/30/2022
6220 79983	SHEVLIN SUPPLY GARBAGE CAN LINERS, BATH TISSUE,	09/27/2022 LAURA.RUPP	10/04/2022	158.76	158.76	Open	N 09/30/2022

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE  
 POST DATES 09/30/2022 - 09/30/2022  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	100-100-56010	SUPPLIES		158.76			
557840000 79899	SIGMA-ALDRICH INC. WATER TESTING 500-501-55640	09/19/2022 LAURA.RUPP	10/04/2022	200.88	200.88	Open	N 09/30/2022
		COMPLIANCE TESTING		200.88			
557829884 79900	SIGMA-ALDRICH INC. WATER TESTING 500-501-55640	09/16/2022 LAURA.RUPP	10/04/2022	94.09	94.09	Open	N 09/30/2022
		COMPLIANCE TESTING		94.09			
3229627 79988	SWANK MOTION PICTURES INC MOVIE THE BAD GUYS 100-150-56400	08/09/2022 LAURA.RUPP	10/04/2022	465.00	465.00	Open	N 09/30/2022
		PROGRAMS		465.00			
3230093 79989	SWANK MOTION PICTURES INC MOVIE BEETLEJUICE 100-150-56400	08/10/2022 LAURA.RUPP	10/04/2022	435.00	435.00	Open	N 09/30/2022
		PROGRAMS		435.00			
206189 79756	TIRE OUTLET INC TIRE 100-120-54330	09/02/2022 LAURA.RUPP	10/04/2022	132.00	132.00	Open	N 09/30/2022
		VEHICLE MAINTENANCE		132.00			
206121 79757	TIRE OUTLET INC TIRE 100-150-54320	09/01/2022 LAURA.RUPP	10/04/2022	110.00	110.00	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		110.00			
206103 79758	TIRE OUTLET INC 6 TIRE REPAIRS 570-570-54330	09/01/2022 LAURA.RUPP	10/04/2022	210.00	210.00	Open	N 09/30/2022
		VEHICLE MAINTENANCE		210.00			
242906 79838	TIRE OUTLET INC TIRE 100-156-54320	09/07/2022 LAURA.RUPP	10/04/2022	100.00	100.00	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		100.00			
243264 79853	TIRE OUTLET INC TIRE 100-150-54320	09/14/2022 LAURA.RUPP	10/04/2022	85.00	85.00	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		85.00			
243501 79869	TIRE OUTLET INC 2 REPAIRS 200-200-54320	09/20/2022 LAURA.RUPP	10/04/2022	130.00	130.00	Open	N 09/30/2022
		EQUIPMENT MAINTENANCE		130.00			

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE  
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
243354 79923	TIRE OUTLET INC REPAIR 570-570-54330	09/15/2022 LAURA.RUPP	10/04/2022	35.00 35.00	35.00	Open	N 09/30/2022
363847 79791	TOO FAST SUPPLY MECHANICS LEGNTH DRILL 100-152-54520	09/14/2022 LAURA.RUPP	10/04/2022	15.97 15.97	15.97	Open	N 09/30/2022
09/21/2022 79731	TRINITY LUTHERAN CHURCH UB refund for account: 200-31310-07 500-000-20100 520-000-20100 560-000-20100 570-000-20100	09/21/2022 LAURA.RUPP	10/04/2022	26.18 13.21 7.70 3.25 2.02	26.18	Open	N 09/30/2022
0I54025 79746	TURFWERKS TIRE 100-150-54320	09/20/2022 LAURA.RUPP	10/04/2022	338.28 338.28	338.28	Open	N 09/30/2022
0I54032 79762	TURFWERKS STUD, NUT-WHL 100-150-54320	09/16/2022 LAURA.RUPP	10/04/2022	50.56 50.56	50.56	Open	N 09/30/2022
JI73194 79804	TURFWERKS BEARING, CLUTCH DISC, COVER, SPACER, 100-156-54320	09/21/2022 LAURA.RUPP	10/04/2022	1,036.83 1,036.83	1,036.83	Open	N 09/30/2022
8808-384 79898	U & I SANITATION SEPTEMBER SERVICE 205-205-56260 220-220-56250	09/21/2022 LAURA.RUPP	10/04/2022	85.00 42.50 42.50	85.00	Open	N 09/30/2022
8808-289 79922	U & I SANITATION SEPT SERVICE 100-130-56250	09/21/2022 LAURA.RUPP	10/04/2022	50.00 50.00	50.00	Open	N 09/30/2022
5664311 79730	VAN WALL EQUIPMENT INC 10X70 GRD8 FLT, BUSHING, SOLENOID 100-156-54320	09/13/2022 LAURA.RUPP	10/04/2022	148.93 148.93	148.93	Open	N 09/30/2022

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE  
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
5674233 79881	VAN WALL EQUIPMENT INC BUSHING, SOLENOID 100-156-54320	09/21/2022 LAURA.RUPP	10/04/2022	136.68 136.68	136.68	Open	N 09/30/2022
9162022POLICE 79733	VELASQUEZ SANTIAGO UBER AT K9 CONFERENCE 100-110-52700	09/16/2022 LAURA.RUPP	10/04/2022	68.08 68.08	68.08	Open	N 09/30/2022
14849 79809	WEMHOFF REFRIGERATION INC SERVICE CALL - CENTENNIAL PARK	06/06/2022 LAURA.RUPP	10/04/2022	0.00	0.00	Void	N 09/30/2022
I505784 79919	WEST POINT IMPLEMENT OF CABLE 520-520-54320	09/21/2022 LAURA.RUPP	10/04/2022	204.75 204.75	204.75	Open	N 09/30/2022
# of Invoices:	257	# Due:	256	Totals:	180,979.37	180,979.37	
# of Credit Memos:	4	# Due:	4	Totals:	(219.49)	(219.49)	
Net of Invoices and Credit Memos:					180,759.88	180,759.88	

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE  
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
--- TOTALS BY FUND ---							
	100 - GENERAL FUND			77,434.55	77,434.55		
	200 - STREETS/ENGINEERING			9,090.23	9,090.23		
	205 - AIRPORT			1,103.97	1,103.97		
	220 - COMMUNICATIONS - E911			1,309.06	1,309.06		
	240 - HOUSING REHAB & LOANS			93.75	93.75		
	500 - UTILITY SERVICE			7,561.42	7,561.42		
	520 - WATER			14,633.52	14,633.52		
	560 - STORMWATER UTILITY			8.22	8.22		
	570 - SOLID WASTE DIVISION			1,298.35	1,298.35		
	600 - HEALTH INSURANCE			880.00	880.00		
	999 - PAYROLL CLEARING			67,346.81	67,346.81		
--- TOTALS BY DEPT/ACTIVITY ---							
	000 -			68,302.77	68,302.77		
	100 - GENERAL ADMINISTRATION			48,740.25	48,740.25		
	102 - COLUMBUS AREA TRANSIT			143.86	143.86		
	103 - COLUMBUS COMMUNITY CENTER			1,597.40	1,597.40		
	105 - FINANCE			325.84	325.84		
	106 - CITY CLERK			258.67	258.67		
	107 - MAYOR/COUNCIL			676.87	676.87		
	108 - HUMAN RESOURCES			10.17	10.17		
	110 - POLICE			2,501.26	2,501.26		
	120 - FIRE			492.68	492.68		
	121 - RESCUE			1,827.48	1,827.48		
	125 - VOLUNTEER FIRE DEPARTMENT			1,171.00	1,171.00		
	130 - LIBRARY			8,793.28	8,793.28		
	140 - CEMETERY			91.16	91.16		
	145 - COMMUNITY DEVELOPMENT			67.04	67.04		
	150 - PARKS			4,263.48	4,263.48		
	151 - PAWNEE PLUNGE WATER PARK			2,702.02	2,702.02		
	152 - AQUATIC CENTER POOL			878.26	878.26		
	155 - VAN BERG GOLF COURSE			144.67	144.67		
	156 - QUAIL RUN GOLF COURSE			2,749.16	2,749.16		
	200 - STREETS			7,362.34	7,362.34		
	202 - MECHANICS SHOP			1,727.89	1,727.89		
	205 - AIRPORT			1,103.97	1,103.97		
	220 - E911			1,309.06	1,309.06		
	240 - HOUSING REHAB & LOANS			37.50	37.50		
	244 - CDBG DPA LOANS (NENEDD)			56.25	56.25		
	500 - WASTEWATER COLLECTION			4,828.81	4,828.81		
	501 - WASTEWATER TREATMENT FAC			2,719.40	2,719.40		
	520 - WATER			14,584.10	14,584.10		

09/30/2022 12:14 PM

User: LAURA.RUPP

DB: Columbus

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE

POST DATES 09/30/2022 - 09/30/2022

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
---	TOTALS BY DEPT/ACTIVITY ---						
	570 - TRANSFER STATION			1,293.24	1,293.24		

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00587	AQUA-PURE INC				
10/04/2022	INVOICE	CLONE2209	MONTHLY SERVICE CONTRACT FOR NORTH & SOUTH I	15,559.20	
10/04/2022	INVOICE	COLNE2205	MONTHLY SERVICE CONTRACT FOR NORTH & SOUTH I	8,063.28	
			Total:	23,622.48	
			Net of 2 Invoices / 0 Checks	23,622.48	
01114	CIVIC PLUS				
10/04/2022	INVOICE	240167	ANNUAL FEE-HOSTING & SUPPORT, WEBSITE MEDIA	7,830.77	
			Total:	7,830.77	
			Net of 1 Invoices / 0 Checks	7,830.77	
02718	CORE & MAIN LP				
10/04/2022	INVOICE	R499445	HYDRANT EXTENSIONS	4,159.17	
			Total:	4,159.17	
			Net of 1 Invoices / 0 Checks	4,159.17	
00272	HAWKINS INC				
10/04/2022	INVOICE	6284519	CHEMICALS	6,390.27	
			Total:	6,390.27	
			Net of 1 Invoices / 0 Checks	6,390.27	
01183	LARM (LEAGUE ASSOCIATION OF				
10/04/2022	INVOICE	91422	AVIATION POLICY 10/19/22 - 10/19/23	3,091.00	
			Total:	3,091.00	
			Net of 1 Invoices / 0 Checks	3,091.00	
00822	LINCOLN WINWATER WORKS				
10/04/2022	INVOICE	08686602	BRASS STOCK	327.03	
10/04/2022	INVOICE	08742701	BACKFLOW, 2", 1", 3/4" 1/2" WATTS	5,674.18	
			Total:	6,001.21	
			Net of 2 Invoices / 0 Checks	6,001.21	
03220	MENARDS				
10/04/2022	INVOICE	69723	PEX TUBE, COUPLING, UNION, ELBOW	15.38	
			Total:	15.38	
			Net of 1 Invoices / 0 Checks	15.38	
03222	MID-AMERICAN RESEARCH				
10/04/2022	INVOICE	0771066-IN	LIFT STATION DEGREASER	3,352.00	
			Total:	3,352.00	
			Net of 1 Invoices / 0 Checks	3,352.00	
02622	MOTOROLA SOLUTIONS INC.				
10/04/2022	INVOICE	1187082062	CONTRACT	258,769.99	
			Total:	258,769.99	
			Net of 1 Invoices / 0 Checks	258,769.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00244 10/04/2022	STERICYCLE INC INVOICE	4011234853	MEDICAL WASTE SERVICES	1,061.33	
			Total:	1,061.33	
			Net of 1 Invoices / 0 Checks	1,061.33	
01532 10/04/2022	VALUE LINE PUBLISHING LLC INVOICE	22-JW-44818	VALUE LINE RESEARCH CENTER 11/1/22-10/31/23	3,310.00	
			Total:	3,310.00	
			Net of 1 Invoices / 0 Checks	3,310.00	
			3 invoices and 0 checks for 11 vendors:	317,603.60	

4.D. Reappointment of Dick Tooley, Barbara Duffy, and Mary Nyffeler to Downtown Business Improvement Board for three-year terms.

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## MEMORANDUM

**DATE:** September 19, 2022  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Reappointment

With your permission, I wish to submit the following names to you for reappointment at the October 3, 2022, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

### BUSINESS IMPROVEMENT BOARD (3-Year Terms)

Dick Tooley  
Barbara Duffy  
Mary Nyffeler

  
James B. Bulkley, Mayor  
City of Columbus

[Committee Mtg - Appnt/Resign/Reappoint - memo 9.13.22](#)

4.E. Reappointment of Jean Knapp, Bonnie McPhillips, and Larry Winter to Senior Center Advisory Board for three-year terms.

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Fax (402) 563-1380

## MEMORANDUM

**DATE:** September 28, 2022  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Reappointment

With your permission, I wish to submit the following names to you for reappointment at the October 3, 2022, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

### SENIOR CENTER ADVISORY BOARD (3-Year Term)

Jean Knapp  
Bonnie McPhillips  
Larry Winter

  
James B. Bulkley, Mayor

4.F. Resolution No. R22-120 amending agreement with Adam Laborde for geographical information system services to revise start date to October 1, 2022, with completion date of September 30, 2023.

Draft

**RESOLUTION NO. R22-120**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING AGREEMENT WITH ADAM LABORDE FOR GEOGRAPHICAL INFORMATION SYSTEM SERVICES TO REVISE START DATE TO OCTOBER 1, 2022, AND COMPLETION DATE TO SEPTEMBER 30, 2023, TO BE IN ACCORDANCE WITH THE CITY FISCAL YEAR.

WHEREAS, on September 7, 2021, the City Council of Columbus, Nebraska, passed and adopted Resolution No. R21-111; and

WHEREAS, on July 18, 2022, the City Council of Columbus, Nebraska, passed and adopted Resolution No. R22-88; and

WHEREAS, Adam Laborde, GIS Contractor, has requested amending Resolution No. R21-111 agreement completion date to September 30, 2022, and Resolution No. R22-88 agreement start date to October 1, 2022, and completion date to September 30, 2023, to coordinate services with the city's fiscal year; and

WHEREAS, this Resolution amends Resolution No. R21-111 and Resolution No. R22-88 agreement dates.

NOW THEREFORE, BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, that the mayor and city clerk are hereby authorized and instructed to endorse this resolution amending Resolution No. R21-111 and Resolution No. R22-88 to revise start date to October 1, 2022, with a completion date of September 30, 2023.

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

PASSED AND ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

The City of **Columbus**

**MEMORANDUM**

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**DATE:** September 28, 2022  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Amended GIS Agreement Dates

**RECOMMENDATION:**

I recommend approval of the Resolution amending Resolution R21-111 and R22-88 amending the start completion dates for geotechnical information system (GIS) services with Adam Laborde.

**DISCUSSION:**

The amended dates and times were at the request of Adam Laborde to correspond with the City's fiscal years. There is no hourly rate, scope of services, or loss of hours changes. Future agreements will be in accordance with the City's fiscal year.

Resolution R21-111 completion date is revised to September 30, 2022

Resolution R22-88 start date is moved to October 1, 2022, and completion date to September 30, 2023

**FISCAL IMPACT:**

None

**ALTERNATIVE:**

None.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: 

September 7, 2022

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

Dear Mr. Bogus,

**Re: GIS Services Contract Amendments (R21-111 and R22-88)**

I'm writing to modify the dates of agreement for GIS Services Contracts R21-111 and R22-88 based on our previous conversation. The reason for the change is to align the contracts with the City of Columbus' budgetary calendar of October 1 to September 30. Please accept this letter as a request to modify the contracts as follows:

Contract	Current Contract Term	Requested Contract Term
R21-111	9/7/21 - 9/6/22	9/7/21 - 9/30/22
R22-88	7/18/22 - 7/17/23	10/1/22 - 9/30/23

The current budget and hourly rates for these contracts will remain unchanged.

Sincerely,



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

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

**6. SPECIAL PRESENTATIONS**

- 6.A. Request of Knights of Columbus for proclamation declaring October 13 through 16, 2022, as Support Citizens with Intellectual Disabilities Week.

The City of **Columbus**

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Administration Office (402) 562-4232

Fax (402) 563-1380

## PROCLAMATION

**Whereas,** Intellectual disabilities affect one out of every ten families in America and over 50,000 Nebraskans; and

**Whereas,** Quality of life is important to all citizens of our city, including children and adults with intellectual disabilities; and

**Whereas,** The Knights of Columbus is a charitable and fraternal organization that promotes the dignity and welfare of citizens with intellectual disabilities.

**Now, therefore,** I, James B. Bulkley, Mayor of the City of Columbus, Nebraska, do hereby proclaim the week of October 13-16, 2022, as:

***“SUPPORT CITIZENS WITH INTELLECTUAL DISABILITIES WEEK”***

in the City of Columbus, Nebraska, and encourage all citizens to take due notice of the observance.



---

James B. Bulkley, Mayor  
City of Columbus, Nebraska

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE  
Administration Office (402) 562-4232 Fax (402) 563-1380

**PROCLAMATION**

**Whereas,** Intellectual disabilities affect one out of every ten families in America and over 50,000 Nebraskans; and

**Whereas,** Quality of life is important to all citizens of our city, including children and adults with intellectual disabilities; and

**Whereas,** The Knights of Columbus is a charitable and fraternal organization that promotes the dignity and welfare of citizens with intellectual disabilities.

**Now, therefore,** I, James B. Bulkley, Mayor of the City of Columbus, Nebraska, do hereby proclaim the week of October 13-16, 2022, as:

***“SUPPORT CITIZENS WITH INTELLECTUAL DISABILITIES WEEK”***

in the City of Columbus, Nebraska, and encourage all citizens to take due notice of the observance.



*James B. Bulkley*  
James B. Bulkley, Mayor  
City of Columbus, Nebraska

**7. PUBLIC HEARINGS**

- 7.A. Public hearing - Application of J & C Avenue Bar, LLC dba J & C Avenue Bar for Retail Class "C" liquor license at 1061 26 Avenue.

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, October 3, 2022, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a retail liquor license for J & C Avenue Bar, LLC dba J & C Avenue Bar, 1061 26 Avenue, Columbus, Nebraska, and at said time and place you may appear and be heard.

City of Columbus, Nebraska  
Janelle Kline, City Clerk

Publish 09:22:22  
Two Affidavits of Publication

LIQUOR APPLICATION REPORTS  
ENGINEER'S REPORT

DATE: September 9, 2022

DUE DATE: September 28, 2022

Applicant J & C Avenue Bar, LLC dba J & C Avenue Bar  
Address 1061 26<sup>th</sup> Avenue, Columbus, NE 68601  
Legal Description The North 22 feet of Lot 5, Block 118, Original City of Columbus, Platte County, Nebraska

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

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

Requested License or Action: Class C  
Existing Zoning: C-1  
Existing Land Use: Commercial

Adjacent Land Use and Zoning:

North: C-1  
South: C-1  
East: C-1  
West: C-1

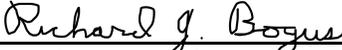
General Neighborhood/Area Land Uses: Commercial

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

Street Width and Profile: 56'

Speed Limit: 20 mph

Average Daily Traffic Count: 1,900 (2016 ADT)

  
Richard J. Bogus, P.E.  
City Engineer



# COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL  
CITY OF COLUMBUS

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: SEPTEMBER 21ST, 2022

SUBJECT: J&C AVENUE BAR  
LIQUOR LICENSE APPLICATION  
1061 26TH AVENUE  
COLUMBUS, NEBRASKA

OWNERS: CHRISTINE ROBISON  
JOSEPH SIMONTON

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

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

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

The Columbus Police Department has no recommendation.

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

There is moderate motor vehicle and some pedestrian traffic at this location. There seems to be no traffic or parking problems. There is adequate parking available.

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

The area is zoned for business.

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

Sanitation or sanitary conditions are in order.

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

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

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

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

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

The existing liquor licenses in the area include one a block east, 11th Street Grub and Pub (Class "C" Permit). One two block to the east, Ski's Bar and Grill (Class "C" Permit). Both are within a 1-2 minute walk..

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

The proposed license is compatible with this area.

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

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

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

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

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

There is no evidence that the applicant will not take every reasonable precaution to prevent shoplifting and the area is reasonably secured.

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

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

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

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

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

There will be no impact on local schools, libraries, parks, and other public institutions:

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

Activities will not create unreasonable noise.

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

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

# APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License Class: C

License Number:  
**125214**



**Office Use Only**

NEW / REPLACING 1101084 TOP Yes / No

Hot List Yes / No Initial: KF

## PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME J & C Avenue Bar, LLC

TRADE (DBA) NAME J & C Avenue Bar

PREVIOUS TRADE (DBA) NAME \_\_\_\_\_

CONTACT NAME AND PHONE NUMBER Christine Robison 402-270-5484

CONTACT EMAIL ADDRESS clrobison68@hotmail.com

Chem hx  
⊕

7-11-2032

Form 102  
Pay

DBA?  
ETG?  
Email?  
Lease term  
Form 100 Joseph Sig  
LLC Phone  
Sig Form 103

Replacing

Office use only

PAYMENT TYPE CK 1012

AMOUNT \$400- RCPT \_\_\_\_\_

RECEIVED: 8/23/22

DATE DEPOSITED \_\_\_\_\_



FORM 100  
**RECEIVED**  
PAGE 2

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)  
**CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31**  
**ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30**

- A BEER, ON SALE ONLY
  - B BEER, OFF SALE ONLY\*\*
  - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES \_\_\_\_\_ NO
  - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*
  - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES \_\_\_\_\_ NO \_\_\_\_\_
  - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
  - AB BEER, ON AND OFF SALE
  - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
  - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
  - Class K Catering endorsement (Form 106 and \$100 application fee) expires with underlying retail license
  - Class G Growler endorsement (Form 165 and \$300 application fee) – Class C licenses only
- \*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES \_\_\_\_\_ NO \_\_\_\_\_

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED**

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)**

Name Katherine E. Sharp Phone Number 402-395-1010  
Firm Name Jarecki Sharp & Petersen P.C., L.L.O.  
Email address katie@jsplawpc.com

Should we contact you with any questions on the application? YES  NO \_\_\_\_\_

**PREMISES INFORMATION**

Trade Name (doing business as) J & C Avenue Bar

Street Address 1061 26th Ave.

City Columbus County Platte 10 Zip Code 68601 +5750

Premises Telephone number 531-230-1836

Business e-mail address Jcavenuebar@hotmail.com

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

**MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name Christine Robison

Street Address 104 Gans ~~Lake~~ LK

City Columbus State NE Zip Code 68601 +9421

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

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.  
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS  
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)  
INDICATE THE DIRECTION OF NORTH

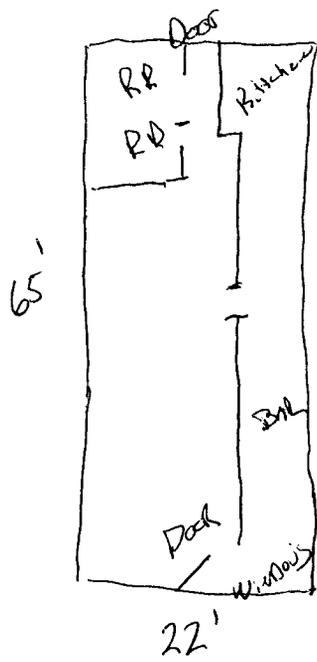
Building length 65 x width 22 in feet

Is there a basement? Yes X No \_\_\_\_\_ If yes, length 65 x width 22 in feet

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

Number of floors of the building 2

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



**APPLICANT INFORMATION**

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

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

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES  NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Christine Robison	11/06/1995	Lincoln, NE	Assault/Cause Bodily Injury	Fine: \$150
Joseph Simonton	03/12/1993	Idaho	Theft	Probation, \$300 fine
Joseph Simonton	10/12/1994	Idaho	Fail to Appear	Jail

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

YES  NO

If yes, provide business name and license number Avenue Bar 110684

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

YES  NO

If yes, give name of business and liquor license number \_\_\_\_\_

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

YES  NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement \_\_\_\_\_

b) Include a list of alcohol being purchased, list the name brand, container size and how many \_\_\_\_\_

c) Submit a list of the furniture, fixtures and equipment \_\_\_\_\_

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES  NO

If yes, list the lender(s) Bank of the Valley

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

YES  NO

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

---

**No silent partners** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES  NO

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

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

---

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

YES  NO

---

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

**a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.**

Bank of the Valley - Christine Robison & Joseph Simonton

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

N/A

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

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

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Christine L. Robison	07/2022	Responsible Beverage Serving Training
Joseph J Simonton	07/2022	Responsible Beverage Serving Training

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Christine Robison	2000	Hot Shotz <del>Tap Top</del> BAR - Columbus

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

**Documents must be in the name of applicant as owner or lessee**

Lease expiration date July 11, 2023  
 Deed  
 Purchase Agreement

14. When do you intend to open for business? August 8, 2022

15. What will be the main nature of business? Cafe during the day, bar and keno in the evenings

16. What are the anticipated hours of operation? 5:30 a.m.-4:00 p.m.; 5:00 p.m.-1:00 a.m.

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
104 Gans Lake, Columbus, NE 68601	2010	2022			

If necessary, attach a separate sheet

**PERSONAL OATH AND CONSENT OF INVESTIGATION**  
**SIGNATURE PAGE –**  
**PLEASE READ CAREFULLY**

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

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

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

**Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public (YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

Christine Robison

Signature of **APPLICANT**  
 (Do not sign until in the presence of the Notary Public)

Christine Robison

Printed Name of **APPLICANT**

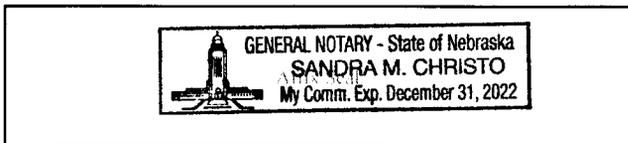
State of Nebraska, County of Platte

The foregoing instrument was acknowledged before me this

August 17, 2022  
 (Date)

By Christine Robison  
 Name of person(s) signing document in front of Notary

[Signature]  
 Notary Public Signature



\_\_\_\_\_

Signature of **SPOUSE**  
 (Do not sign until in the presence of the Notary Public)

\_\_\_\_\_

Printed Name of **SPOUSE**

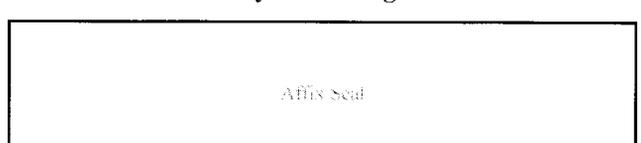
State of Nebraska, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_  
 (Date)

By \_\_\_\_\_  
 Name of person(s) signing document in front of Notary

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



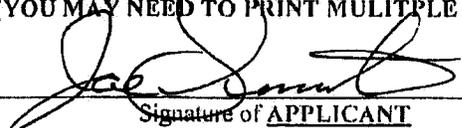
**PERSONAL OATH AND CONSENT OF INVESTIGATION**  
**SIGNATURE PAGE –**  
**PLEASE READ CAREFULLY**

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

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

**Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public (YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

  
 \_\_\_\_\_  
 Signature of **APPLICANT**  
 (Do not sign until in the presence of the Notary Public)

\_\_\_\_\_  
 Signature of **SPOUSE**  
 (Do not sign until in the presence of the Notary Public)

Joseph Simonon  
 \_\_\_\_\_  
 Printed Name of **APPLICANT**

\_\_\_\_\_  
 Printed Name of **SPOUSE**

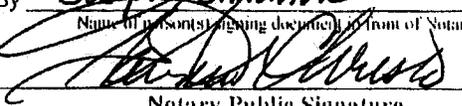
State of Nebraska, County of Platte

State of Nebraska, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this  
August 29, 2022  
 \_\_\_\_\_  
 (Date)

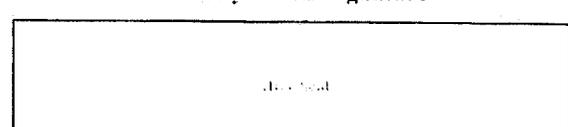
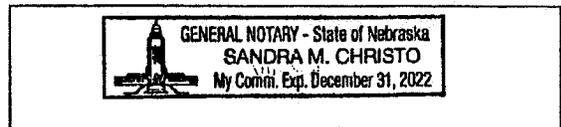
The foregoing instrument was acknowledged before me this  
 \_\_\_\_\_  
 (Date)

By Joseph Simonon  
 \_\_\_\_\_  
 Name of person(s) signing document in front of Notary

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

By \_\_\_\_\_  
 Name of person(s) signing document in front of Notary

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



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

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

**RECEIVED**

Office Use

AUG 23 2022

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

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

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

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

Name of Registered Agent: Christine Robison

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

J & C Avenue Bar, LLC

LLC Address: 1061 26th Ave.

City: Columbus State: NE Zip Code: 68601 + 5750

LLC Phone Number: 531-230-1836 LLC Fax Number \_\_\_\_\_

Name of Managing/Contact Member

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

Last Name: Robison First Name: Christine MI: \_\_\_\_\_

Home Address: 104 Gans Lake LK City: Columbus

State: NE Zip Code: 68601 + 421 Home Phone Number: 402-270-5484

Christine Robison

Signature of Managing/Contact Member

**ACKNOWLEDGEMENT**

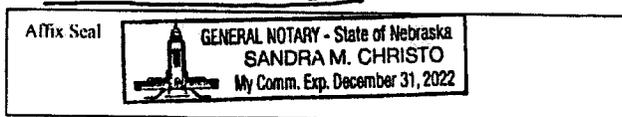
State of Nebraska Platte  
County of \_\_\_\_\_

August 17, 2022  
Date

[Signature]

The foregoing instrument was acknowledged before me this

by [Signature] Christine Robison  
name of person acknowledge smc



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

Last Name: Robison First Name: Christine MI: \_\_\_\_\_  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): N/A  
Spouse Social Security Number: N/A Date of Birth: N/A  
Percentage of member ownership 50%

---

Last Name: Simonton First Name: Joseph MI: J.  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): N/A  
Spouse Social Security Number: N/A Date of Birth: N/A  
Percentage of member ownership 50%

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): \_\_\_\_\_  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): \_\_\_\_\_  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership \_\_\_\_\_

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

YES

NO

If yes, provide the following:

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

---

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

Starting Date: January Ending Date: December

---

Is this a Non Profit Corporation?

YES

NO

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

# Nebraska Secretary of State

## J & C AVENUE BAR, LLC

Tue Aug 30 08:17:26 2022

**SOS Account Number**

2205123690

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

CHRISTINE ROBISON

104 GANS LANE

COLUMBUS, NE 68601

**Designated Office Address**

104 GANS LAKE

COLUMBUS, NE 68601

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

May 26 2022

**Next Report Due Date**

Jan 01 2023

### Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	May 26 2022	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Jun 21 2022	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

### Good Standing Documents

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

**Online Certificate of Good Standing with Electronic Validation**
**\$6.50**

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

[Purchase Now](#)

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

**CERTIFICATE OF ORGANIZATION  
OF  
J & C AVENUE BAR, LLC  
A Limited Liability Company**

The undersigned, desiring to form a limited liability company under and in conformity with the laws of the State of Nebraska, does hereby make this written certificate, as follows:

**ARTICLE I.  
Name**

The name of this limited liability company is J & C Avenue Bar, LLC.

**ARTICLE II.  
Initial Designated Office**

The street and mailing address of the initial designated office is 104 Gans Lake, Columbus, Nebraska 68601.

**ARTICLE III.  
Initial Agent**

The name and address of initial agent for service of process is Christine Robison, 104 Gans Lake, Columbus, Nebraska 68601.

**IN WITNESS WHEREOF**, the undersigned, an authorized person of said limited liability company, has caused this Certificate of Organization to be duly executed as of the 26 day of May, 2022.

  
Christine Robison, Organizer

  
Joseph Simonton, Organizer

**CERTIFICATE OF ORGANIZATION  
OF  
AVENUE RENTALS, LLC  
A Limited Liability Company**

The undersigned, desiring to form a limited liability company under and in conformity with the laws of the State of Nebraska, does hereby make this written certificate, as follows:

**ARTICLE I.**

**Name**

The name of this limited liability company is Avenue Rentals, LLC.

**ARTICLE II.**

**Initial Designated Office**

The street and mailing address of the initial designated office is 104 Gans Lake, Columbus, Nebraska 68601.

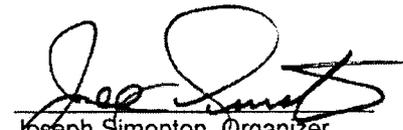
**ARTICLE III.**

**Initial Agent**

The name and address of initial agent for service of process is Christine Robison, 104 Gans Lake, Columbus, Nebraska 68601.

**IN WITNESS WHEREOF**, the undersigned, an authorized person of said limited liability company, has caused this Certificate of Organization to be duly executed as of the 26 day of May, 2022.

  
Christine Robison, Organizer

  
Joseph Simonton, Organizer

# STATE OF NEBRASKA

United States of America,        } ss.  
State of Nebraska                 }

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the  
State of Nebraska, do hereby certify that

## J & C AVENUE BAR, LLC

a Limited Liability Company filed a Certificate of Organization on May 26,  
2022.

I further certify that attached is a true and correct copy of the above  
mentioned Certificate of Organization.

*This certificate is not to be construed as an endorsement,  
recommendation, or notice of approval of the entity's financial  
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of

May 26, 2022



A handwritten signature in black ink, appearing to read "Robert B. Evnen".

Secretary of State

**MANAGER APPLICATION  
INSERT - FORM 3c**

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

Office Use
<b>RECEIVED</b>
AUG 23 2022
<b>NEBRASKA LIQUOR CONTROL COMMISSION</b>

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

**MANAGER MUST:**

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

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

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

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

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

BARCODE
---------

**MANAGER APPLICATION  
INSERT - FORM 3c**

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

Office Use

**RECEIVED**

AUG 23 2022

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: J & C Avenue Bar, LLC

**Premise information**

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

Premise Trade Name/DBA: J & C Avenue Bar

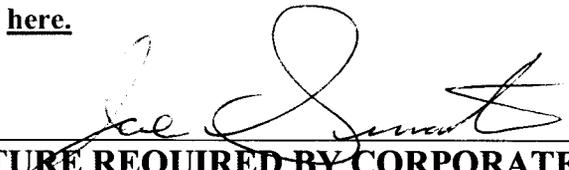
Premise Street Address: 1061 26th Ave.

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 531-230-1836 5750

Premise Email address: jcavenuebar@hotmail.com

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



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

(Faxed signatures are acceptable)

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

Last Name: Robison First Name: Christine MI: L.

Home Address: 104 Gans Lake

City: Columbus County: Platte Zip Code: 68601 19421

Home Phone Number: 402-270-5484

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Nebr

Email address: clrobison68@hotmail.com

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

YES  NO

**Spouse's information**

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

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

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

Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

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

**APPLICANT**

**SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Columbus, NE	2012	2022			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2012	2013	BD Medical	Doug Kwon	
2010	2012	New World ID	Dobby	

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

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

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

YES       NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Christine Robison	11/06/1995	Lincoln, NE	Assault/Cause Bodily Injury	Fine: \$150
Joseph Simonton	03/12/1993	Idaho	Theft	Probation; \$300 fine
Joseph Simonton	10/12/1994	Idaho	Fail to Appear	Jail
Christine Robison	01/2009	David City, NE	Aid + Abet	fine

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

YES       NO

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

---

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

YES       NO

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

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Christine L. Robison	07/2022	Responsible Beverage Serving Training
Joseph J. Simonton	07/2022	Responsible Beverage Serving Training

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Joe Smalley	1997-1998	Gold Spike Keweenaw MI

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

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

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

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

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

*Christine Robison*  
\_\_\_\_\_  
Signature of Manager Applicant

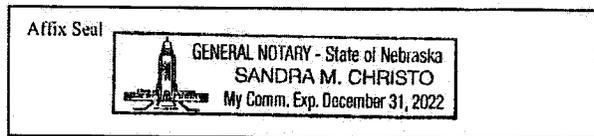
\_\_\_\_\_  
Signature of Spouse

ACKNOWLEDGEMENT

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

August 29, 2022 by Christine Robison  
date NAME OF PERSON BEING ACKNOWLEDGED

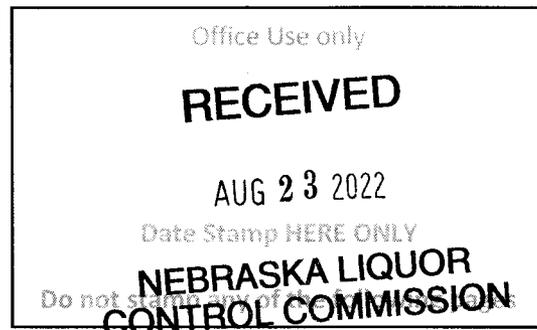
*Sandra M. Christo*  
\_\_\_\_\_  
Notary Public signature



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

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

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

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

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name J & C Avenue Bar LLC

Name of Person Being Fingerprinted: Christine L. Robison

Date of Birth: [REDACTED] Last 4 SSN: 8762

Date fingerprints were taken: 7-22-2022

Location where fingerprints were taken: Norfolk

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

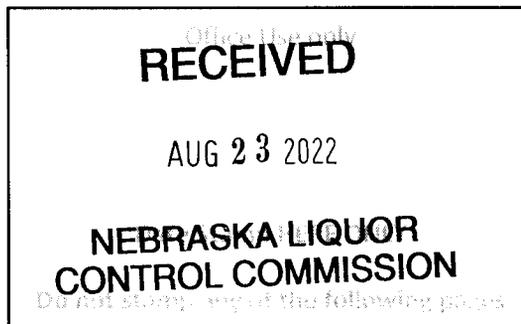
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Christine Robison

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

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



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\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name \_\_\_\_\_

Name of Person Being Fingerprinted: Joseph Simonton

Date of Birth: [REDACTED] Last 4 SSN: 7242

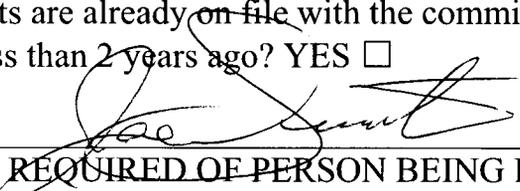
Date fingerprints were taken: 7-22-22

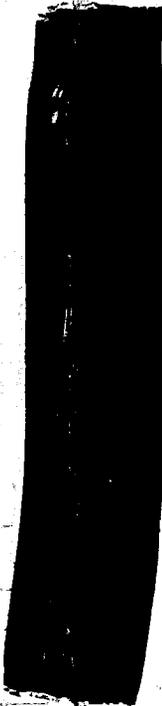
Location where fingerprints were taken: Norfolk

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

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

  
\_\_\_\_\_  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



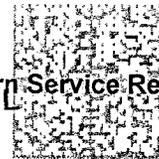
VALIDATED — REQUIRED FEE PAID  
STATE OF CALIFORNIA  
DEPARTMENT OF HEALTH  
OFFICE OF THE  
STATE REGISTRAR OF VITAL STATISTICS  
VITAL STATISTICS DIVISION  
SACRAMENTO, CALIFORNIA



Stephanie L. Laska  
(402) 367-7430  
County Clerk  
451 N 5th Street  
David City, NE 68632

OMAHA NE 680

18 JUL 2022 PM 2 L



US POSTAGE



Return Service Requested

ZIP 68632 \$ 000.44<sup>0</sup>  
02 4W  
0000379374 JUL 18 2022



Acknowledgement & Verification of Registration

IMPORTANT INFORMATION ON BACK

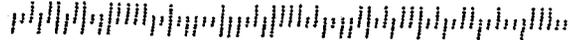
DETACH AT PERFORATION AND KEEP ENTIRE BOTTOM PORTION

Precinct: 03 Alexis  
Polling Place: Party: REP  
St. Peter's Parish Hall  
211 Esplanade  
Bellwood  
U.S. Congressional District 1  
Legislative District 24  
Supervisor-District 2  
Shelby/Rising City Public Sch  
Alexis Township

FOR WALLET SIZE - FOLD HERE

Butler County, State of Nebraska

1943623  
Christine L Robison  
104 Gans Lk  
Columbus, NE 68601



Stephanie L. Laska  
(402) 367-7430  
County Clerk  
451 N 5th Street  
David City, NE 68632

OMAHA NE 680

18 JUL 2022 PM 2 L



US POSTAGE



Return Service Requested

ZIP 68632 \$ 000.44<sup>0</sup>  
02 4W  
0000379374 JUL 18 2022



Acknowledgement & Verification of Registration

IMPORTANT INFORMATION ON BACK

DETACH AT PERFORATION AND KEEP ENTIRE BOTTOM PORTION

Precinct: 03 Alexis  
Polling Place: Party: REP  
St. Peter's Parish Hall  
211 Esplanade  
Bellwood  
U.S. Congressional District 1  
Legislative District 24  
Supervisor-District 2  
Shelby/Rising City Public Sch  
Alexis Township

FOR WALLET SIZE - FOLD HERE

Butler County, State of Nebraska

3597040  
Joseph J Simonton  
104 Gans Lk  
Columbus, NE 68601



*Certificate of Achievement*

- for those who serve or sell alcohol in Nebraska

**JOSEPH J SIMONTON**

*holds a*

State Alcohol certificate

Permit # RB-0153930

Permit Expires: 07-21-2025 Amount Paid: \$



**Responsible Beverage Service Training**  
**N E B R A S K A**



*Certificate of Achievement*

- for those who serve or sell alcohol in Nebraska

**CHRISTINE L ROBISON**

holds a

State Alcohol certificate

Permit # RB-0153927

Permit Expires: 07-21-2025 Amount Paid: \$



**Responsible Beverage Service Training**  
**N E B R A S K A**



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anita

208-667-6603

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CLERK'S CERTIFICATE OF MAILING/SERVICE

The undersigned hereby certifies that he caused to be mailed by first class postage paid mail, transmitted by facsimile machine, and/or hand delivered on April , 2008, a true and correct copy of the foregoing ORDER TO REDUCE/AMEND FELONY FAILURE TO APPEAR JUDGMENT TO A MISDEMEANOR, to the following:

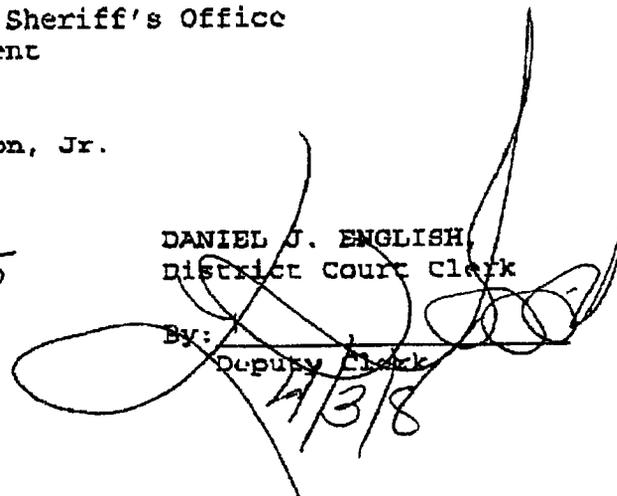
William J. Douglas,  
Kootenai County Prosecuting Attorney  
Fax: 446-1833

Kootenai County Sheriff's Office  
Records Department  
Fax: 446-1307

David K. Robinson, Jr.  
Fax: 667-6603

DOC  
208-327-7445

DANIEL J. ENGLISH  
District Court Clerk

By:   
Deputy Clerk  
4/3/08

ORDER TO REDUCE/AMEND FELONY FAILURE TO APPEAR JUDGMENT TO A MISDEMEANOR

Page 3

DAVID K. ROBINSON, JR.  
ATTORNEY AT LAW  
205 TONYACOB PARKWAY • S.W. •  
COEUR D'ALENE, ID 83801  
Phone: (208) 665-1414  
Fax: (208) 667-6603

Idaho State Police

700 S. Stratford Dr., Meridian, ID 83642

THIS RESPONSE IS BASED ON YOUR INQUIRY OF  
SID/ID00169020 PUR/C

THIS RECORD MAY BE USED ONLY FOR CRIMINAL JUSTICE PURPOSES AS DEFINED BY THE  
FEDERAL BUREAU OF INVESTIGATION, IDAHO CODE CHAPTER 67, TITLE 30 AND IDAHO  
CODE CHAPTER 52, TITLE 19.

AN ARREST WITHOUT DISPOSITION IS NOT AN INDICATION OF GUILT.

\* \* IDAHO CRIMINAL HISTORY \* \*

IDENTIFICATION

SID NUMBER                    FBI UCN                    SOCIAL SECURITY NUMBER  
ID00169020                    169601NA2                    [REDACTED]

NAME:                         SIMONTON, JOSEPH JAMES

DATE(S) OF BIRTH:           [REDACTED]

SEX            RACE            HEIGHT    WEIGHT    EYE            HAIR            SKIN  
M             W             509        160        BLU            BLN

COB            POB                            III STATUS  
US            PALO ALTO CA                MULTI-STATE OFFENDER

SCARS, MARKS, TATOOS:

- TAT L WRS
- TAT UR ARM
- TAT CHEST
- TAT LF ARM
- TAT R WRS

CRIMINAL HISTORY

CYCLE 1

ARREST

DATE OF ARREST:                04-29-1991  
ARREST AGENCY:                ID0280000 KOOTENAI COUNTY SHERIFF'S OFFICE  
PRINT ID#:                      ID0000273914  
CHARGE:                         1  
  OFFENSE LITERAL:            CONSPIRACY  
  STATUTE:                      18-1701  
  SEVERITY:                     FELONY  
  COUNTS:                      1  
ARRESTING CASE NUMBER:       9113058332  
CHARGE:                         2  
  OFFENSE LITERAL:            POSS PARA  
  STATUTE:                      37-2734A  
  SEVERITY:                     MISDEMEANOR  
  COUNTS:                      1  
ARRESTING CASE NUMBER:       9113058332

COURT DISPOSITION

CHARGE:                         1  
  OFFENSE LITERAL:            Theft-Petit  
  STATUTE:                      18-2407(2)  
  SEVERITY:                     MISDEMEANOR  
  COUNTS:                      1  
  COURT ORI:                    ID040015J  
  COURT CASE:                  CR-1991-71964

Idaho State Police

700 S. Stratford Dr., Meridian, ID 83842

COURT DATE: 03-12-1993  
DISPOSITION: CONVICTED  
JAIL SENTENCED: 30D  
JAIL SUSPENDED: 25D  
PROBATION: 1Y  
FINE: \$300  
FINE SUSPENDED: \$100  
COURT COST: \$33  
ISTARS: Y  
REMARKS: amended from felony

===== CYCLE 2 =====

----- ARREST -----

DATE OF ARREST: 12-27-1992  
ARREST AGENCY: ID0280000 KOOTENAI COUNTY SHERIFF'S OFFICE  
PRINT ID#: ID0000335248  
CHARGE: 1  
OFFENSE LITERAL: FTA/GR THEFT  
STATUTE: 19-3901  
SEVERITY: FELONY  
COUNTS: 2  
ARRESTING CASE NUMBER: 92-5338  
CHARGE: 2  
OFFENSE LITERAL: FTA/BURG  
STATUTE: 19-3901  
SEVERITY: FELONY  
COUNTS: 1  
ARRESTING CASE NUMBER: 92-5338  
CHARGE: 3  
OFFENSE LITERAL: BAIL JUMPING  
STATUTE: 18-7401  
SEVERITY: MISDEMEANOR  
COUNTS: 1  
ARRESTING CASE NUMBER: 92-5338

----- COURT DISPOSITION -----

CHARGE: 1  
OFFENSE LITERAL: Bail Jumping  
STATUTE: 19-2604  
SEVERITY: MISDEMEANOR  
COUNTS: 1  
COURT ORI: ID040015J  
COURT CASE: CR-1991-76326  
COURT DATE: 10-12-1994  
DISPOSITION: DISMISSED  
PRISON DETERMINATE: 6M  
PRISON INDETERMINATE: 2Y 6M  
RETAIN COURT JURISDICTION: Y  
PRISON DATE: 10-26-1994  
REIMBURSEMENT: \$362  
COURT COST: \$41  
ISTARS: Y

REMARKS: amended from felony

CHARGE: 1  
OFFENSE LITERAL: Burglary  
STATUTE: 18-1401  
SEVERITY: FELONY  
COUNTS: 1  
COURT ORI: ID040015J  
COURT CASE: CR-1991-76150  
COURT DATE: 01-19-1993  
DISPOSITION: DISMISSED  
CHARGE: 2  
OFFENSE LITERAL: Theft-Grand  
STATUTE: 18-2403 (F)  
SEVERITY: FELONY  
COUNTS: 1  
COURT ORI: ID040015J  
COURT CASE: CR-1991-76150

Dec. 3. 2020 8:47AM

ISP BCI

No. 0464 P. 3

Idaho State Police

700 S. Stratford Dr., Meridian, ID 83642

COURT DATE: 01-19-1993  
DISPOSITION: DISMISSED

END OF RECORD

MRI 3640852 IN: CCHQ 880 AT 2020-12-03 08:35:42  
OUT: ISPBCE143 28 AT 2020-12-03 08:35:42

FIRST DISTRICT COURT, STATE OF IDAHO, COUNTY OF KOOTENAI  
324 W. HARDEN AVENUE, P.O. BOX 9000, COEUR D'ALENE, IDAHO

STATE OF IDAHO VS.  
JOSEPH J SIMONTON  
721 MARIE ST.  
COEUR D' ALENE, ID 83814  
SSN # [REDACTED]  
DOB: [REDACTED]

AGENCY: COEUR D'ALENE PD

JUDGMENT  
FILED 1-21-93  
CLERK OF THE DISTRICT COURT

*James J. Humball*  
DEPUTY

CASE # CR-91-76130 CITATION # BOND  
CHARGE 18-1401-II BURGLARY II

AMENDED

The defendant having been fully advised of his/her statutory and constitutional rights including the right to be represented by counsel, [ ] [see attached, and  
[XX] Been advised of right to court appointed counsel if indigent.  
[ ] Defendant waived right to counsel [ ] Judgment -- Not Guilty  
[XX] Defendant represented by counsel [ ] Judgment on Trial -- Guilty  
[ ] Judgment, Plea of Guilty/Rights Waived [ ] Bond Forfeited/Case Closed  
[ ] Withheld Judgment [ ] Accepted [ ] Judgment for Defendant/Infraction  
[XX] Dismissed upon motion of the State [ ] Judgment for State/Infraction

MONIES ORDERED PAID: A \$2.00 handling fee will be imposed on each installment.  
[ ] Fine/Penalty \$ \_\_\_\_\_ Costs \$ \_\_\_\_\_ Suspended \$ \_\_\_\_\_  
[ ] To be paid by \_\_\_\_\_ Pay \$ \_\_\_\_\_ per month, begin \_\_\_\_\_  
[ ] Community Service \_\_\_\_\_ hours by \_\_\_\_\_ Fee \$ \_\_\_\_\_  
[ ] Reimburse \_\_\_\_\_  
[ ] Restitution \_\_\_\_\_  
[ ] Bond Exonerated \_\_\_\_\_

INCARCERATION ORDERED:

[ ] Jail \_\_\_\_\_ days, Suspended \_\_\_\_\_ days, Credit \_\_\_\_\_ days  
[ ] Report to Jail \_\_\_\_\_  
[ ] Release \_\_\_\_\_  
[ ] Work Release Authorized [ ] In Home Monitoring \_\_\_\_\_  
[ ] Kootenai County Work Program in lieu of Jail \_\_\_\_\_ hours by \_\_\_\_\_

DRIVING PRIVILEGES SUSPENDED \_\_\_\_\_ days commencing \_\_\_\_\_

REINSTATEMENT OF DRIVING PRIVILEGES MUST BE ACCOMPLISHED before you can drive. Apply to DRIVER'S SERVICES, P.O. BOX 7129, BOISE, ID 83707 1129.

[ ] Temporary Driving Privileges Granted commencing \_\_\_\_\_  
TO, FROM AND FOR WORK PURPOSES/REQUIRED MEDICAL CARE/COURT ORDERED ALCOHOL PROGRAM/COMMUNITY SERVICE. MUST CARRY PROOF OF WORK SCHEDULE AND LIABILITY INSURANCE AT ALL TIMES. NOT VALID IF INSURANCE EXPIRES.

PROBATION ORDERED FOR \_\_\_\_\_ YEAR(S) ON THE FOLLOWING CONDITIONS:

- [ ] Violate no federal, state or local laws, except traffic infractions.
- [ ] Maintain liability insurance on any vehicle that you drive.
- [ ] Do not operate a motor vehicle with any alcohol in your bloodstream. You must submit to any blood alcohol concentration test requested of you, with or without probable cause, by a peace officer.
- [ ] Enroll in a substance abuse program within \_\_\_\_\_ days. File written proof of enrollment and completion.
- [ ] Notify the court, in writing, of any change of address within ten (10) days of the change.
- [ ] Interlock ignition device required on vehicle for \_\_\_\_\_ year(s) to be installed by \_\_\_\_\_ (See addendum for details)
- [ ] Other \_\_\_\_\_

THE SUSPENDED PENALTIES ARE SUBJECT TO YOUR COMPLIANCE WITH ALL TERMS HEREIN

THE DEFENDANT HAS THE RIGHT TO APPEAL

THIS JUDGMENT WITHIN 30 DAYS

Date 1-21-93 Judge # 220

Copies for

Def. [ ] Est. Atty. [ ] P.O. [ ] Ill. Pros. [ ] J. [ ] Com. Serv. [ ]

[ ] Jail [ ] Dr. Recv. [ ] Sup. Ct. [ ] Auditor [ ] Other [ ]

Date 1-21-93 Deputy Clerk *James J. Humball*

FIRST DISTRICT COURT, STATE OF IDAHO, COUNTY OF KOOTENAI  
324 W. GARDEN AVENUE, P.O. BOX 9000, COEUR D'ALENE, IDAHO

STATE OF IDAHO VS.  
JOSEPH J SIMONTON  
771 MARIE ST.  
COEUR D'ALENE ID 83814  
SSN # [REDACTED]  
DOB: [REDACTED]

AGENCY: COEUR D'ALENE PD

JUDGMENT  
FILED 1-21-93 AT  
CLERK OF THE DISTRICT COURT

BY *Jimmy Humbal* DEPUTY

CASE # CR-91 76150 CITATION # BOND  
CHARGE 18-2403(1) (F) THEFT-GRAND

AMENDED

The defendant having been fully advised of his/her statutory and constitutional rights including the right to be represented by counsel, | | see attached, and

- Been advised of right to court appointed counsel if indigent
- Defendant waived right to counsel | | Judgment -- Not Guilty
- Defendant represented by counsel | | Judgment on Trial -- Guilty
- Judgment, Plea of Guilty/Rights Waived | | Bond Forfeited/Case Closed
- Withheld Judgment | | Accepted | | Judgment for Defendant/Infraction
- Dismissed upon motion of the State | | Judgment for State/Infraction

MONIES ORDERED PAID: A \$2.00 handling fee will be imposed on each installment.

- Fine/Penalty \$ \_\_\_\_\_ Costs \$ \_\_\_\_\_ Suspended \$ \_\_\_\_\_
- To be paid by \_\_\_\_\_ Pay \$ \_\_\_\_\_ per month, begin \_\_\_\_\_
- Community Service \_\_\_\_\_ hours by \_\_\_\_\_ Fee \$ \_\_\_\_\_
- Reimburse \_\_\_\_\_
- Restitution \_\_\_\_\_
- Bond Exonerated \_\_\_\_\_

INCARCERATION ORDERED:

- Jail \_\_\_\_\_ days, Suspended \_\_\_\_\_ days, Credit \_\_\_\_\_ days
- Report to Jail \_\_\_\_\_
- Release \_\_\_\_\_
- Work Release Authorized | | Ir Home Monitoring \_\_\_\_\_
- Kootenai County Work Program in lieu of Jail \_\_\_\_\_ hours by \_\_\_\_\_

DRIVING PRIVILEGES SUSPENDED \_\_\_\_\_ days commencing

REINSTATEMENT OF DRIVING PRIVILEGES MUST BE ACCOMPLISHED before you can drive. Apply to DRIVER'S SERVICES, P.O. BOX 7129, BOISE, ID 83707-1129.

- Temporary Driving Privileges Granted commencing \_\_\_\_\_ TO, FROM AND FOR WORK PURPOSES/REQUIRED MEDICAL CARE/COURT ORDERED ALCOHOL PROGRAM/COMMUNITY SERVICE. MUST CARRY PROOF OF WORK SCHEDULE AND LIABILITY INSURANCE AT ALL TIMES. NOT VALID IF INSURANCE EXPIRES.

PROBATION ORDERED FOR \_\_\_\_\_ YEAR(S) ON THE FOLLOWING CONDITIONS:

- Violate no federal, state or local laws, except traffic infractions.
- Maintain liability insurance on any vehicle that you drive.
- Do not operate a motor vehicle with any alcohol in your bloodstream. You must submit to any blood alcohol concentration test requested of you, with or without probable cause, by a peace officer.
- Enroll in a substance abuse program within \_\_\_\_\_ days. File written proof of enrollment and completion.
- Notify the court, in writing, of any change of address within ten (10) days of the change.
- Interlock ignition device required on vehicle for \_\_\_\_\_ year(s) to be installed by \_\_\_\_\_. (See addendum for details)
- Other \_\_\_\_\_

THE SUSPENDED PENALTIES ARE SUBJECT TO YOUR COMPLIANCE WITH ALL TERMS HEREIN

THE DEFENDANT HAS THE RIGHT TO APPEAL THIS JUDGMENT WITHIN 42 DAYS

Date 1-21-93 Judge # 220

Copies To: Def. Atty. P.O. 4 Pres. [Signature] 1 Con. Copy.

Date 1-25-93 Deputy Clerk *Jimmy Humbal*

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208-667-6603

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1 DAVID K. ROBINSON, JR.  
 ATTORNEY AT LAW  
 2 2005 IRONWOOD PARKWAY \* SUITE 140  
 COEUR D'ALENE, IDAHO 83814  
 3 TELEPHONE (208) 664-1414  
 FAX (208) 667-6603

STATE OF IDAHO  
 COUNTY OF KOOTENAI  
 FILED 4/3/8  
 AT 1:20 O'CLOCK PM  
 CLERK, DISTRICT COURT  
 DEPUTY

IDAHO STATE BAR NO. 1819

8 IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
 9 STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

10	STATE OF IDAHO	)	
11		)	
12	Plaintiff	)	CASE NO.
13	V:	)	CR-F-1991-76326
14	JOSEPH J. SIMONTON	)	ORDER TO REDUCE/ AMEND FELONY
15		)	FAILURE TO APPEAR
16	Defendant	)	JUDGMENT TO A MISDEMEANOR
17		)	

18 THIS MATTER having come before the Court upon the  
 19 Affidavit and Motion of the Defendant to dismiss his  
 20 conviction of felony Failure to Appear and/or to reduce to  
 21 a misdemeanor, and the Plaintiff having filed a "No  
 22 Objection" thereto, and the Court having reviewed said  
 23 Motion, No Objection, and the files and records contained  
 24 herein, as well as the applicable authority pursuant to  
 25 Idaho Code Section 19-2604(1) and/or (2), and the Court  
 26 ORDER TO REDUCE/AMEND FELONY FAILURE TO  
 27 APPEAR JUDGMENT TO A MISDEMEANOR

Page 1

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finding that there has been a satisfactory showing that the Defendant has at all times complied with the terms and conditions of his probation, and good cause appearing,

NOW, THEREFORE;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, that the Defendant's judgment for conviction of felony Failure to Appear is hereby reduced to a misdemeanor, and hereafter, the amended judgment shall be deemed to be a misdemeanor conviction, and shown as such on the Defendant's criminal records.

IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED, that the Defendant shall have his civil rights restored to him.

DATED this 3rd of April, 2008.

  
JOHN PATRICK LUSTER  
District Judge

ORDER TO REDUCE/AMEND FELONY FAILURE TO APPEAR JUDGMENT TO A MISDEMEANOR

Page 2

DAVID K. ROBINSON, JR.  
ATTORNEY AT LAW  
2022 KENWOOD PARKWAY - SUITE 10  
COSSUD ALINE LA-701874  
504-765-2000 561-4114  
Fax (504) 561-4678

# **J & C Avenue Bar, LLC**

## **Business Plan**

1. Hours of Operation:
  - a. Café hours: 5:30 a.m. until 2:00 p.m.
  - b. Hours for alcohol sales: 4:00 p.m. until 1:00 a.m.
2. Goals:
  - a. Provide an atmosphere for people to hang out and play keno
  - b. Provide a unique experience from any other bar
  - c. Operate as a café during the day for breakfast and lunch
  - d. Friday and Saturday evenings will be open for keno and drinks

7-11-2032

**BUSINESS/COMMERCIAL PROPERTY LEASE**

This Business/Commercial Property Lease is made and effective this 11 day of July, 2022 by and between Avenue Rentals, LLC, a Nebraska limited liability company, (hereinafter referred to as "Landlord") and J & C Avenue Bar, LLC, Nebraska limited liability company, (hereinafter referred to as "Tenant").

NOW, THEREFORE, the parties hereby mutually covenant and agree as follows:

I. GRANT, TERM AND POSSESSION

- 1. Grant and Assign. Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of Tenant to be performed, hereby leases to Tenant and Tenant hereby lets from Landlord, the ground level floor and the basement of the following described real estate:

THE NORTH 22 FEET OF LOT 5, BLOCK 118, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA.

More commonly known as: 1061 26<sup>th</sup> Avenue, Columbus, NE 68601

together with all improvements now located or to be located thereon during the term of this Lease, together with all personal property and appurtenances belonging to or in any way pertaining to the said premises (such real estate, improvements, personal property and appurtenances, hereinafter sometimes jointly or severally as the context requires, are referred to as the "Leased Premises") said Leased Premises includes commercial property.

The Second Floor of this building of this real estate is not included in the Leased Premises or this Agreement.



- 2. Term. The term of this Lease for the Leased Premises shall commence on July 11, 2022 hereinafter sometimes referred to as "Commencement Date," and shall end 10 years thereafter, unless sooner terminated or later extended as herein set forth.
- 3. Possession. Tenant shall be entitled to possession of the Leased Premises as of the Commencement Date which is being assigned to Tenant.

II. PURPOSE

- 1. Purpose. The Leased Premises shall be used and occupied for the purpose of a café and/or bar and all other uses permitted by applicable law, subject to the provisions of this Lease.
- 2. Uses Prohibited. Tenant will not permit the Leased Premises to be used in any manner which would render the insurance thereon void or the insurance risk more hazardous, or subject the Leased Premises to damage or unreasonable wear and tear. Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, contrary to any statute,

rule, order, ordinance, requirement or regulation applicable thereto; or in any manner which would violate any certificate of occupancy affecting the same; or which would cause structural injury to the improvements; or cause the value or usefulness of the Leased Premises, or any part thereof, to diminish; or which would constitute a public or private nuisance or waste. Tenant shall, at its expense, comply with all applicable, statutes, charters, laws, ordinances, covenants, building and maintenance codes, rules, regulations, requirements and orders duly affecting the Leased Premises enacted by a governmental entity or as may hereafter be imposed or amended by a governmental entity.

### III. RENT AND DOWN PAYMENT

1. Rent. Tenant shall pay to Landlord as rent under the terms of this Agreement the sum of \$ 50.00 per month. Payments are due the first (1<sup>st</sup>) calendar day of each month. The first full month's rental payment is due prior to Tenant moving in and taking possession. Tenant shall make payments to Landlord to any such place or places as Landlord may designate in writing from time to time.

### IV. TAXES

1. Payment by Tenant. Tenant shall pay as additional rent for the Leased Premises, all real estate taxes and personal property taxes and assessments, general and/or special, which may be levied, assessed or imposed upon the Leased Premises, or any part thereof, accruing or becoming due and payable during the term of the Lease.

### V. INSURANCE

1. Kinds and Amounts. As additional rent for the Leased Premises, Tenant shall procure and maintain policies of insurance, at its own cost and expense, insuring:
  - a. The improvements at any time situated upon the Leased Premises against loss or damage and all other risks of direct physical loss. The insurance coverage shall be for not less than 100% of the full replacement cost of such improvements with all proceeds of insurance payable to Landlord. In the event the parties hereto cannot agree on the replacement costs of the improvements, then in that event the full replacement cost of improvements shall be determined by an insurance appraiser mutually selected by the parties and paid for equally by Tenant and Landlord. The insurance appraiser shall submit a written report of his appraisal and if said report shows that the improvements are not insured as herein required, Tenant shall promptly obtain such additional insurance as is required.
2. Form of Insurance. The aforesaid insurance shall be in companies and in form, substance and amount (where not stated above) satisfactory to Landlord and any mortgagee of Landlord. The aforesaid insurance shall not be subject to cancellation except after at least 30 days' prior written notice to Landlord and any mortgagee of Landlord. The original insurance policies (or certificates thereof satisfactory to Landlord) together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Landlord at the Commencement Date and renewals thereof not less than 30 days prior to the end of the term of each such coverage.

3. Mutual Waiver of Subrogation Rights. Whenever,
  - a. Any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Leased Premises, and
  - b. Such party is then covered in whole or in part by insurance with respect to such loss, cost, damage, or expense

then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within 30 days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect).

#### VI. MAINTENANCE AND REPAIRS

1. Maintenance. Tenant shall keep and maintain the entire exterior and interior of the Leased Premises, including all personal property and the parking area, in the condition and repair substantially existing at the commencement of the Lease term including any necessary replacements, and in full compliance with all health and police regulations in force. Tenant shall further keep and maintain the improvements at any time situated upon the Leased Premises and all sidewalks and areas adjacent thereto, safe, secure and clean, specifically including but not by limitation, snow and ice clearance and replacing existing flowers and landscaping, and conforming with the lawful and valid requirements of any governmental authority having jurisdiction over the Leased Premises.
2. Alterations. Tenant acknowledges that the Leased Premises, upon inspection prior to the beginning of the Lease, will be leased in good condition. Tenant shall not permit any alterations of or additions to any part of the Leased Premises which will effect or impair the structure, design, or strength of the building, or lessen the value of the Leased Premises, or change the purposes of the building or Leased Premises, except by express written consent of Landlord; and, all alterations and additions to the Leased Premises erected during the Lease term shall remain for the benefit of the Landlord and become part of Leased Premises, unless otherwise provided in said consent. Notwithstanding the foregoing, Tenant may, without consent of Landlord, make additions, alterations, repair, or redecorating to the Leased Premises of a non-structural nature, provided that upon completion of such alterations and additions, the fair market value of the Leased Premises and rental value thereof will not be less than the fair market value and rental value of the Leased Premises immediately prior to such alterations and additions. Any alterations, additions, repairs, or redecorating performed by Tenant shall be performed in a satisfactory manner to Landlord. Tenant hereby indemnifies Landlord against liens, costs, damages and expenses with respect to any such alterations, additions, repairs, or redecorating.

#### VII. ASSIGNMENT AND SUBLETTING

1. Consent Required. Tenant shall not, without Landlord's prior written consent:
  - a. Assign, convey or mortgage this Lease or any interest under it;
  - b. Allow any transfer thereof or any lien upon Tenant's interest by operation of law;
  - c. Sublet the Leased Premises, except for the apartment, or any part thereof; or
  - d. Permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant.

If approved by Landlord, any occupant, assignee, or sub-lessee must agree to abide by all the terms and provisions of this Agreement. Any such assignment shall not, in any way, affect or limit the liability of Tenant under the terms of this Lease.

2. Merger or Consolidation. Tenant may, without Landlord's consent, assign this Lease to any successor resulting from a merger or consolidation of Tenant upon the following conditions:
  - a. That the total assets and net worth of such assignee after such consolidation or merger shall be equal to or more than that of Tenant immediately prior to such consolidation or merger;
  - b. That Tenant is not at such time in default hereunder; and
  - c. That such successor shall execute an instrument in writing fully assuming all of the obligations and liabilities imposed upon Tenant hereunder and deliver the same to Landlord.

#### VIII. LIENS AND ENCUMBRANCES

1. Encumbering of Title. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Leased Premises, nor shall the interest or estate of Landlord in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon the Leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises.
2. Liens and Right to Contest. Tenant shall not permit the Leased Premises to become subject to any construction lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of, Tenant; provided, however, that Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Landlord such security as may be deemed satisfactory to Landlord to complete payment thereof and to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of non-payment thereof; provided further, however, that on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

#### IX. UTILITIES

1. Utilities. The cost of all services, including but not limited to gas, garbage, water, sewer, electricity, cable TV, telephone and internet shall be paid by Tenant. All connections for water,

sewer, electricity, gas, cable TV, telephone and internet shall be available at the building located on the Leased Premises.

#### X. INDEMNITY

1. Indemnity. Tenant will protect, indemnify and save harmless Landlord and Landlord's successors, assigns and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses imposed upon or incurred by or asserted against Landlord by reason of:
  - a. Any accident, injury to or death of persons or loss of or damage to property occurring on or about the Leased Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets, or ways;
  - b. Any failure on the part of Tenant to perform or comply with any of the terms of this Lease; or
  - c. Performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof except such labor, services or materials that may have been procured by Landlord or at Landlord's direction for the Leased Premises.

In case any action, suit or proceeding is brought against Landlord and/or Landlord's successors, assigns and agents by reason of any such occurrence, Tenant will, at Tenant's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel chosen by Tenant approved by Landlord, which approval shall not be unreasonably withheld.

#### XI. INSPECTION

1. Inspection. Landlord, or Landlord's agent, may, upon 72 hours prior written notice and during reasonable business hours, enter the Leased Premises at any time for the purpose of inspecting the same, or of making repairs which Tenant may neglect or refuse to make in accordance with the covenants and agreements of this Lease. In the case of an emergency, Landlord may enter the Leased Premises for inspection or repairs without advanced notice.
2. Showing of Property. Landlord, or Landlord's agent, may, upon 72 hours prior written notice and during reasonable business hours, enter the Leased Premises at any time for the purpose of showing the Leased Premises to persons wishing to purchase the same, or at any time within six months prior to the expiration of the Lease term, to persons wishing to rent the Leased Premises. Tenant shall within six months prior to the expiration of the Lease term, permit the usual notice of "For Lease," "For Rent" or "For Sale" to be placed on the Leased Premises and to remain thereon without molestation.

#### XII. QUIET ENJOYMENT

1. Quiet Enjoyment. So long as Tenant is not in default under the covenants and agreements of this Lease, Tenant's quiet and peaceable enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.

#### XIII. LANDLORD'S ACCESS TO LEASED PREMISES.

1. Landlord's Access to Leased Premises. Landlord shall have a master key to the Lease Premises and Tenant shall provide Landlord with a key to be used only for access to the Lease Premises only

in the event of an emergency, abandonment of the Leased premises, or by permission of the Tenant. At the end of this Agreement the Landlord shall have the right to enter and show said Leased Premises to other prospective tenants or buyers during the last 60 days of the Agreement; such showing shall be at a reasonable time.

#### XIV. SUBORDINATION OR SUPERIORITY

1. Subordination or Superiority. The rights and interests of Tenant under this Lease shall be subject and subordinate to any prior mortgage or trust deed that may have been placed upon the Leased Premises and to any and all advances made thereunder prior hereto, and to the interest thereon, and all renewals, replacements and extensions thereof, provided however, the mortgagee or trustee named in said mortgages or trust deeds shall elect to subject and subordinate the rights and interest of Tenant under this Lease to the lien of its mortgage or deed of trust and shall agree to recognize this Lease of Tenant in the event of foreclosure if Tenant is not in default. Any mortgagee or trustee may elect to give the rights and interest of Tenant under this Lease priority over the lien of its mortgage or deed of trust. In the event of either such election and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails within 10 days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact and in its name and place.

#### XV. SURRENDER

1. Surrender. Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Tenant's right to possession of the Leased Premises, Tenant will at once surrender and deliver up the Leased Premises, together with all improvements thereon and the personal property leased hereunder, to Landlord in substantially the same condition and repair as existed on the Commencement Date, reasonable wear and tear excepted. Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment, and other articles of personal property used in the operation of the Leased Premises (as distinguished from operations incident to the business of Tenant), together with all duct work. All additions, hardware, non-trade fixtures and all improvements, temporary or permanent, in or upon the Leased Premises placed there by Tenant shall become Landlord's property and shall remain upon the Leased Premises upon such termination of this Lease by lapse of time or otherwise, without compensation or allowance or credit to Tenant, unless Landlord requests their removal in writing at or within 30 days following termination. If Landlord so requests removal of said additions, hardware, non-trade fixtures and all improvements and Tenant does not make such removal at said termination of this Lease, or within 10 days after such request, whichever is later, Landlord may remove the same and deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, delivery and warehousing to Landlord on demand.
2. Removal of Tenant's Property. Upon the termination of this Lease by lapse of time, Tenant may remove Tenant's trade fixtures and all of Tenant's personal property and equipment other than

such personal property and equipment referred to elsewhere in this Lease: provided, however, that Tenant shall repair any injury or damage to the Leased Premises which may result from such removals. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of every kind and description from the Leased Premises prior to the end of the term and within 30 days following any request from Landlord to remove all or part of the same, however ended, Landlord may, at its option, remove the same and deliver the same to any other place of business of Tenant or warehouse the same. Rent shall be due for any portion of the month that Tenant's property remains on the Premises.

3. Holding Over. In the event Tenant remains in possession of the Leased Premises after the expiration of the lease term, or any extension thereof, this Lease shall be automatically extended on a month-to-month basis on the same terms and conditions herein specified, subject to a thirty (30) days termination by either party (unless there is a default of the other terms in this agreement in which case Landlord may proceed with any of its remedies). In said holdover situation Landlord reserves the right, at any time, to set a different increased monthly rental amount and said new rental amount shall be paid forthwith by Tenant; and, Tenant shall be informed of any new rental amount in writing.

#### XVI. EVENTS OF DEFAULT AND REMEDIES

1. Defaults. Tenant further agrees that any one or more of the following events shall be considered events of default as said term is used herein, that is to say, if:
  - a. Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within 60 days from the date of entry or granting thereof; or
  - b. Tenant shall institute any proceedings or give its consent to the institution of any proceedings for relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or
  - c. Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or
  - d. The Leased Premises are levied upon by any revenue officer or similar officer; or
  - e. A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within 60 days from the date of entry or granting thereof; and
  - f. Tenant shall vacate the Leased Premises or abandon the same during the term hereof; or
  - g. Tenant shall default in any monthly payments of rent required to be made by Tenant hereunder when due as herein provided and such default shall continue for more than 7 days after said due date; or
  - h. Tenant shall fail to contest the validity of any lien or claimed lien and give security to Landlord to insure payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail

to have the same released and satisfy any judgment rendered thereon, and such default continues for 15 days after notice thereof in writing to Tenant; or

- i. Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for 15 days after notice thereof in writing to Tenant.

2. Remedies. On the occurrence of an Event of Default, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach, do the following:

- a. Landlord may elect to continue the term of this Lease in full force and effect and not terminate Tenant's right to possession of the Leased Premises, in which event Landlord shall have the right to enforce any rights and remedies granted by this Lease or by law against Tenant, including, without limitation, the right to collect, when due, rental or other sums payable hereunder. Landlord shall not be deemed to have elected to terminate this Lease unless Landlord gives Tenant written notice of such election to terminate. Landlord's acts of maintenance or preservation of the Leased Premises or efforts to relet the Leased Premises shall not terminate this Lease. If any rent shall be due and unpaid or Tenant shall be in default on any of the other terms of this Lease and such default has not been cured after written notice and within the time provided, or if the Leased Premises are abandoned or vacated, then Landlord, in addition to its other remedies, shall have the immediate right, upon demand and written notice, but not in breach of the peace, to re-enter and take possession of the Leased Premises or any part thereof, and repossess the same and expel the Tenant and those claiming through or under the Tenant and remove the effects of any and all such persons without being deemed guilty of any manner of trespass and without prejudice to any remedy for arrears of rent or other remedies available to the Landlord. Written notice shall not be required in the event Tenant voluntarily surrenders the premises or vacates or abandons the premises for more than seven days. Should Landlord elect to re-enter or take possession of the Leased Premises, Landlord may either terminate this Lease without waiving its right to damages, or from time to time, without terminating this Lease, re-let the Leased Premises or any part thereof, on such terms and conditions as the Landlord shall in its sole discretion deem advisable. Any proceeds from such re-letting shall be applied as follows: First, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder, including all collection and court costs and attorneys' fees suffered in recovering and reletting the Leased Premises; second, to the payment of any reasonable costs of such re-letting, including costs of any brokerage fees, attorneys fees and reasonable alterations and repairs to the Leased Premises; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rent received from such re-letting during any month be less than that to be paid during that month by the Tenant or if Landlord does not re-let the Leased Premises, Tenant shall pay any such rent deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention

is given to Tenant. Notwithstanding any such re-entry or taking of possession of the Leased Premises by Landlord, the Tenant's covenant to pay rent will survive such re-entry or taking possession. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach, in which event Landlord shall be entitled to all other remedies which it may have by law or under this Lease.

- b. Landlord may elect by written notice to Tenant to terminate this Lease at any time after the occurrence of an Event of Default, and in such event Landlord may, at Landlord's option, declare this Lease and Tenant's right to possession of the Leased Premises terminated, re-enter the Leased Premises, but not in breach of the peace, remove Tenant's property therefrom and store it for Tenant's account and at Tenant's expense (but Landlord shall not be required to effect such removal), eject all persons from the Leased Premises and recover damages from Tenant as hereinafter provided. Any such re-entry shall be permitted by Tenant without hindrance. Landlord shall not thereby be liable in damages for such re-entry or be guilty of trespass, forcible entry or unlawful detainer. If Landlord elects to so terminate this Lease and Tenant's right to possession or if this Lease and Tenant's right to possession are terminated by operation of law, such termination shall cancel all Tenant's options, if any, to extend or renew the term of this Lease.
- c. Landlord may notify any subtenant of the Leased Premises of the existence of an Event of Default by Tenant in writing and thereafter all rent or other amounts due from any subtenant of the Leased Premises shall be paid to Landlord and Landlord shall apply such rent or other amounts in payment of the amounts due from Tenant under this Lease. The delivery of such notice to any subtenant and the collection of such rent or other amounts by Landlord shall not terminate this Lease.

3. Damages on Termination. On termination of this Lease by reason of Tenant's breach, Landlord may at its option recover as damages from Tenant all of the rent or other sums payable by Tenant pursuant to this Lease after the date of termination, as if this Lease were still in effect, until such time as Landlord has released the entire Leased Premises, reduced by any rent or other payments which Landlord receives for the use of any portion of the Leased Premises prior to releasing the entire Leased Premises. All remedies are cumulative. However, Landlord shall not be entitled to duplicative recoveries. Landlord shall use reasonable efforts to relet the Leased Premises in the event of default. The terms, conditions and amount of rental upon reletting shall be in the sole discretion of the Landlord. If Landlord releases the Leased Premises following a termination by reason of Tenant's breach, the rent charged by Landlord on such releasing shall be deemed to be the rental value of the Leased Premises for the purpose of calculation of the damages which Landlord may recover from Tenant.

## XVII. MISCELLANEOUS

1. Estoppel Certificates. Tenant shall at any time and from time to time upon not less than 10 days prior written request from Landlord execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord and/or Landlord's mortgagee, a written statement certifying that Tenant has accepted the Leased Premises, that this Lease is unmodified and in full force and

effect (or if there have been modifications), that the Landlord is not in default hereunder, the date to which the rental and other charges have been paid in advance, if any, or such other accurate certification as may reasonably be required by Landlord or Landlord's mortgagee, and agreeing to give copies to any mortgagee of Landlord of all notices by Tenant to Landlord. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser of the Leased Premises, mortgagee of the Leased Premises and their respective successors and assigns.

2. Landlord's Right to Cure. Landlord may, but shall not be obligated to, cure any default by Tenant specifically including, but not by way of limitation, Tenant's failure to pay taxes, obtain insurance, make repairs, or satisfy lien claims, after complying with the notice; and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation reasonable attorneys' fees, shall be so much additional rent due on the next rent date after such payment together with interest at the rate of ten percent (10%) per annum from the date of advancement to the date of repayment by Tenant to Landlord.
3. Hours of Operation. Tenant shall advise Landlord with reasonable notice of its desired hours of operation, and any changes to the same.
4. Amendments Must be in Writing. None of the covenants, terms or conditions of this Lease, to be kept and performed by either party, shall in any manner be altered waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by the other party; and no act or acts, omission or omissions or series of acts or omissions, or waiver, acquiescence or forgiveness by Landlord as to any default in or failure of performance, either in whole or in part, by Tenant, of any of the covenants, terms and conditions of this Lease, shall be deemed or construed to be a waiver by Landlord of the right at all times thereafter to insist upon the prompt, full and complete performance by Tenant of each and all the covenants, terms and conditions hereof thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Tenant.
5. Short Form Lease. This Lease shall not be recorded, but the parties agree, at the request of either of them, to execute a Short Form Lease for recording, containing the names of the parties, the legal description and the term of the Lease.
6. Time of Essence. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.
7. Relationship of the Parties. Tenant acknowledges that it is a separate, independent, and standalone legal entity from Landlord and that Landlord has no say or control over its management or day to day operations. Tenant shall hire and manage its own staff, and pay all its employees' wages and benefits. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no

provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

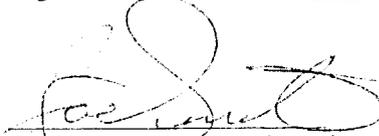
8. No Waiver. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.
9. Captions. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limited in any way the scope or intent of the provisions hereof.
10. Singluars / Plurals / Context. Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words "shall" and "will" are mandatory, and the word "may" is permissive.
11. Full Integration. This document is a fully integrated agreement superseding any prior agreement between the parties, and embodies a full and complete understanding of the parties.
12. Severability. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
13. Law Applicable. This Lease shall be construed and enforced in accordance with the laws of Nebraska.
14. Covenants Binding on Successors. All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.
15. Landlord Means Owner. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Leased Premises, and in the event of any transfer or transfers of the title to such fee, Landlord herein named (and in case of any subsequent transfer or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any

covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provisions of this Lease, shall be paid to Tenant.

16. Disclosure. During the period of its ownership of the Leased Premises, Landlord represents to Tenant that it has not released any hazardous or toxic substance or waste, or pollutant or contaminant on or about the Leased Premises in violation of any environmental protection law or regulation. Except as set forth in the immediately preceding sentence, Landlord makes no representation or warranty whatsoever as to the compliance of the Leased Premises with any environmental protection law or regulation or as to whether any remedial action is or may be required because of conditions existing on, under or about the Leased Premises.

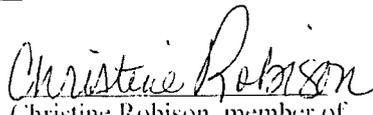
IN WITNESS WHEREOF, the Landlord executed this Agreement effective this 11 day of July 2022:

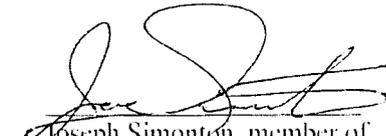
  
Christine Robison, member of  
Avenue Rentals, LLC.

  
Joseph Simonton, member of  
Avenue Rentals, LLC.

Constituting all members of Avenue Rentals, LLC.

IN WITNESS WHEREOF, the Tenant has executed this Agreement effective this 11 day of July, 2022:

  
Christine Robison, member of  
J & C Avenue Bar, LLC.

  
Joseph Simonton, member of  
J & C Avenue Bar, LLC.

Constituting all members of J & C Avenue Bar, LLC.

S T A T E O F N E B R A S K A  
LIQUOR CONTROL COMMISSION

MISCELLANEOUS DEPOSIT

LICENSE INFORMATION:

LICENSE NO. 999999

CATEGORY r ( R, S, M, D )

RECEIVED FROM:

REFERENCE: avenue rentals llc - 125214  
ck 1012

	CHECK	CASH	CURRENCY
	\$\$\$\$\$\$ ¢¢	\$\$\$\$\$\$ ¢¢	\$\$\$\$\$\$ ¢¢
<b>REMITTANCE AMOUNT:</b>	000400 00		

ACCT	DEPOSIT (+/-)
=====	=====
63.476100	000395 00
67.472201	000005 00

DEPRESS: **ENTER** - PROCESS

**PA1** - RETURN TO MENU

7.A.1. Application of J & C Avenue Bar for Christine L. Robison as manager in conjunction with liquor license.

**MANAGER APPLICATION  
INSERT - FORM 3c**

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

Office Use
<b>RECEIVED</b>
AUG 23 2022
<b>NEBRASKA LIQUOR CONTROL COMMISSION</b>

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

**MANAGER MUST:**

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

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

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

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

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

BARCODE
---------

**MANAGER APPLICATION  
INSERT - FORM 3c**

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

Office Use

**RECEIVED**

AUG 23 2022

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: J & C Avenue Bar, LLC

**Premise information**

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

Premise Trade Name/DBA: J & C Avenue Bar

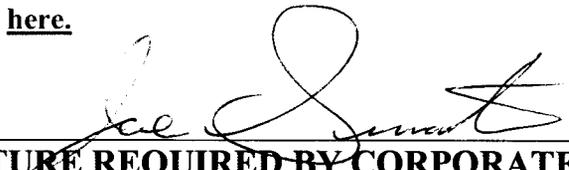
Premise Street Address: 1061 26th Ave.

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 531-230-1836 5750

Premise Email address: jcavenuebar@hotmail.com

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



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

(Faxed signatures are acceptable)

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

Last Name: Robison First Name: Christine MI: L.

Home Address: 104 Gans Lake

City: Columbus County: Platte Zip Code: 68601 19421

Home Phone Number: 402-270-5484

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Nebr

Email address: clrobison68@hotmail.com

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

YES  NO

**Spouse's information**

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

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

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

Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

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

**APPLICANT**

**SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Columbus, NE	2012	2022			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2012	2013	BD Medical	Doug Kwon	
2010	2012	New World ID	Dobby	

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

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

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

YES       NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Christine Robison	11/06/1995	Lincoln, NE	Assault/Cause Bodily Injury	Fine: \$150
Joseph Simonton	03/12/1993	Idaho	Theft	Probation; \$300 fine
Joseph Simonton	10/12/1994	Idaho	Fail to Appear	Jail
Christine Robison	01/2009	David City, NE	Aid + Abet	fine

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

YES       NO

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

---

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

YES       NO

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

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Christine L. Robison	07/2022	Responsible Beverage Serving Training
Joseph J. Simonton	07/2022	Responsible Beverage Serving Training

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Joe Smalley	1997-1998	Gold Spike Kitchens NY

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

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

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

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

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

*Christine Robison*  
\_\_\_\_\_  
Signature of Manager Applicant

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

ACKNOWLEDGEMENT

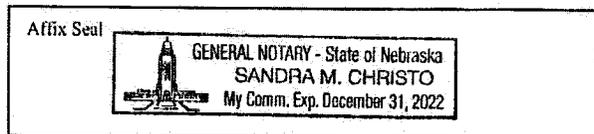
State of Nebraska  
County of Platte

The foregoing instrument was acknowledged before me this

August 29, 2022  
date

by Christine Robison  
NAME OF PERSON BEING ACKNOWLEDGED

*Sandra M. Christo*  
\_\_\_\_\_  
Notary Public signature



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

**8. PETITIONS AND COMMUNICATIONS - None**

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

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

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

**12. REPORTS ON LEGISLATION - None**

**13. NEW BUSINESS**

13.A. Application of Center for Survivors for special designated liquor license at 3205  
12 Street, 5:30 pm to 9:30 pm, on October 28, 2022, for fundraiser.

FILED

SEP 19 2022

CITY CLERK  
COLUMBUS, NEBR

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

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

**Center for Sexual Assault and Domestic Violence Survivors Inc**

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

**3103 13th Street, PO Box 42, Columbus, NE 68601**

**Retail Liquor License Address or Non-Profit Business Address**

**47-0734114**

**Retail License Number or Non-Profit Federal ID #**

**Consecutive Dates only**

**Event Date(s):**

10/28/2022

**Event Start Time(s):**

5:30pm

**Event End Time(s):**

9:30pm

**Alternate Date:** n/a

**Alternate Location Building & Address:**

**Event Building Name:** Fraternal Order of Eagles Platte Aerie #1834

**Event Street Address/City:** 3205 12th Street, Columbus, NE 68601

**Indoor area to be licensed in length & width:** 50ft X 50ft

**Outdoor area to be licensed in length & width:** \_\_\_ X \_\_\_ (Diagram Form #109 must be attached)

**Type of Event:** Fundraiser **Estimate # of attendees:** 250

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

**Event Contact Name:** Lia Grant **Event Contact Phone Number:** 402-564-2155

**Event Contact Email:** director@centerforsurvivors.org

**\*Signature Authorized Representative:** Karmen Thompson **Printed Name** Karmen Thompson

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

**\*Retail licensee – Must be signed by a member listed on permanent license**

**\*Non-Profit Organization – Must be signed by a Corporate Officer**

**Local Governing Body completes below:**

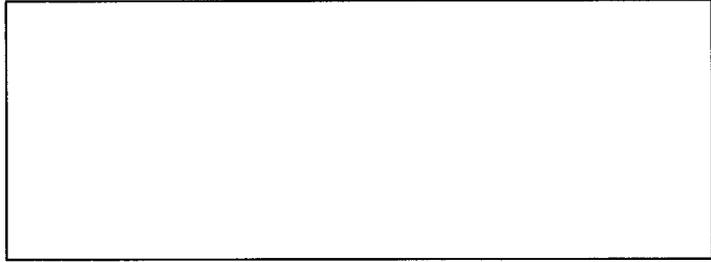
The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL  
DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Center for Sexual Assault and Domestic Violence Survivors Inc

NAME OF CORPORATION

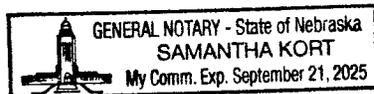
47-0734114

FEDERAL ID NUMBER

*Karman S. Thompson, Vice President*  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 19th DAY OF September, 2022.



*Samantha Kort*  
NOTARY PUBLIC SIGNATURE & SEAL



# COLUMBUS POLICE DEPARTMENT

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

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

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: SEPTEMBER 20TH, 2022

SUBJECT: LIQUOR LICENSE  
APPLICATION FOR SPECIAL DESIGNATED LICENSE  
CENTER FOR SEXUAL ASSAULT AND DOMESTIC VIOLENCE SURVIVORS INC.  
3103 13TH STREET  
COLUMBUS, NEBRASKA  
LIA GRANT, EVENT CONTACT

This application for a special designated license is for the purpose of serving bottled wine to attendees at a fundraiser on October 28th, 2022, from 5:30 P.M. until 9:30 P.M. at the Eagles Club located at 3205 12th Street. This event will be supervised by Lia Grant. It is expected that approximately 250 people will attend this event. Investigator Haynes spoke with Lia Grant about this event.

If minors are allowed into the event, wristbands will be issued to those that are 21 and older, and they are the only ones that will be allowed to be served alcohol. All alcohol will be stored behind a table or bar. Only individuals age 19 and older will be serving the bottled wine. All of their employees will be aware of the law and what is expected of them. All alcoholic beverages being served will be under adult supervision at all times.

13.B. Appointment of Joshua Johnson to Downtown Business Improvement Board for three-year term.

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## MEMORANDUM

**DATE:** September 19, 2022  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointments

With your permission, I wish to submit the following name to you for appointment at the October 3, 2022, City Council meeting as per City Council Rules.

**BUSINESS IMPROVEMENT BOARD, Three Year Term**  
**Joshua Johnson, Columbus Bank, 2501 13<sup>th</sup> Street, Columbus, NE**

Joshua Johnson graduated from Columbus Scotus and holds a degree in Business Administration with an emphasis in Management and a minor in History from the University of Nebraska at Lincoln. He currently serves as Vice President of Consumer Banking at Columbus Bank and Trust Company. Joshua is extremely passionate about and heavily involved in his community. He currently serves as a board member of the Platte County Ag Society, a finance committee member for the Columbus Area Chamber of Commerce, and as an advisor for the Columbus Area Future Fund. Joshua also serves as Vice President of the Columbus Area United Way board, and as Chair for Envisioning Columbus, a collaboration with Nebraska Extension and Rural Prosperity of Nebraska.

  
James B. Bulkley, Mayor  
City of Columbus

13.C. Appointment of Lyndsey Thompson to Downtown Business Improvement Board for three-year term.

## MEMORANDUM

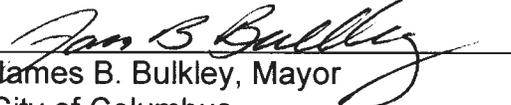
**DATE:** September 27, 2022  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointments

With your permission, I wish to submit the following name to you for appointment to the Business Improvement Board at the October 3, 2022, City Council meeting and request that the two-week week waiting period be waived.

**BUSINESS IMPROVEMENT BOARD, Three Year Term**  
**Lindsay Thomson – Soul Photography**  
**2504 13th Street, Columbus, NE**

Lindsay Thomson is the owner of Soul Photography, located in a historical building in downtown Columbus. She was born in Columbus, and holds multiple trade certificates in the areas of health and well-being. Lindsay has a passionate, creative spirit, focused on entrepreneurship and collaboration with other small business owners. Her hobbies include traveling, hiking, art, sports, animals, and fitness.

Lindsay states: "I welcome the opportunity to serve on the Business Improvement Board for Columbus, and offer a fresh perspective on improvements ranging from cosmetic and sensory to collaboration and marketing. I feel my contribution to the conversation and projects will be colorful, bold, innovative and unifying. I would be honored to be part of the team."

  
James B. Bulkley, Mayor  
City of Columbus

13.D. Appointment of Larry O'Neill to Library Board to fill unexpired term of Katherine Lopez.

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

**MEMORANDUM**

**DATE:** September 19, 2022  
**TO:** Columbus City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the following name to you for consideration and appointment to the Columbus Library Board at the October 3, 2022, City Council meeting, per City Council rules. This nomination is recommended by the City Library Director and Library Board. The candidate resides within the Columbus city limits.

**LIBRARY BOARD**  
**(Filling unexpired term of Katherine Lopez until September 2023)**  
**LARRY O'NEILL**  
**3509 31<sup>st</sup> Street, Columbus, NE**

Larry O'Neill has been retired for 7 years, following his employment as a Vice President at First Nebraska Bank in Columbus. He has 40 years of banking experience including finance and law, as well delivering excellent customer service.

Larry has served in leadership positions for several organizations in Columbus, including Sertoma Club, Jaycees, SHAG, and Knights of Columbus. He has also served on community boards for Scotus, Prairie Hills Girl Scouts, Columbus Big Brothers & Sisters, Columbus Red Cross, and more.

Personally, Larry uses the library to read numerous books and access research materials. His deep love of reading spurs his desire to see the Columbus Public Library continue to offer a wide variety of reading services. In addition, he is committed to making sure that the library remains a resource center for all people of Columbus that encourages curiosity and discovery for all ages. Larry believes that is important for our library to be on the forefront of modern technology to attract and serve people with varied interests.

  
James B. Bulkley, Mayor

13.E. Appointment of Santiago Velasquez as police sergeant.

## MEMORANDUM

**DATE:** September 26, 2022

**TO:** City Council Members

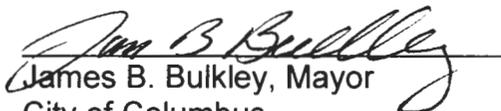
**FROM:** James B. Bulkley, Mayor

**SUBJECT:** Appointment

With your permission, I wish to submit the name of **Santiago Velasquez** for appointment to the Police Sergeant position at the October 3, 2022 City Council meeting. Per Council Rules, the two-week waiting period is waived for an appointment of a Police Sergeant. The Civil Service Commission certified Mr. Velasquez at their September 6, 2022, Civil Service Commission meeting.

Officer Santiago Velasquez is a graduate of Schuyler Central High School, and earned his Bachelor's Degree in General Studies with a major in Criminal Justice from the University of Nebraska-Omaha. He served in the United States Marine Corps from 2006-2010 and obtained an honorable discharge.

Officer Velasquez is a 9-year veteran with the Columbus Police Department, and is currently assigned as a canine handler. He performs the duties of a uniformed officer with the Patrol division, and conducts drug investigations. He is a certified Police Service Dog Handler/Instructor through the State of Nebraska, and is a Field Training Officer for the Columbus Police Department. These qualifications have given him the opportunity to become a resource for new officers, and to increase his experience in a supervisory role. Prior to his position with the City of Columbus, he was employed as a Corrections Corporal with the Nebraska Department of Corrections at the Nebraska Correctional Youth Facility, a maximum, medium and minimum security facility for youthful offenders.

  
James B. Bulkley, Mayor  
City of Columbus

13.F. Quotes from APCO Intellicom for emergency medical dispatch software and Central Square for interface license for a total amount of \$51,502.31 for joint communications center.



# The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Communications (402) 564-3201

Fax (402) 565-0660

## MEMORANDUM

**DATE:** September 21, 2022  
**TO:** Mayor and City Council  
**FROM:** Rachel Pensick, Communications Director  
**RE:** APCO Intellicom EMD Software and Central Square Interface License

### RECOMMENDATION:

Authorize the sole source purchase of APCO Intellicom Emergency Medical Dispatch (EMD) Software as well as an Interface License from Central Square.

### DISCUSSION:

These are sole source purchases. Joint Communications employees are certified through APCO and only allowed to use their EMD program. The interface must be purchased from Central Square to work with our existing equipment. The past year all employees at the Columbus-Platte County Joint Communications Center have become certified in Emergency Medical Dispatch (EMD) through the Association of Public-Safety Communications Officials (APCO). EMD is a systematic program for handling medical calls for assistance. APCO Intellicom software provides an efficient method for emergency communication professionals to obtain relevant information from 9-1-1 callers, while providing those same callers with instructional guidance to assist with their emergency of a medical, police or fire nature as units are dispatched.

The license is needed from Central Square so the APCO Intellicom software can be interfaced with our Computer Aided Dispatch System.

### FISCAL IMPACT:

The projected cost for the software and interface is \$51,502.31, and is budgeted as a CIP for the 2022-2023 Fiscal Year. With approval from the Public Service Commission, set-aside funds can be used to pay for a portion of this project.

### CONCURRENCE:

The Columbus-Platte County Joint Communications Committee approved the purchase of the software and license.

### SIGNATURE:

By: Rachel Pensick  
Rachel Pensick – Communications Director

Approved: Tara Vasicek  
Tara Vasicek – City Administrator

Approved: Heather Lindsley  
Heather Lindsley – Finance Director



# City of Columbus Quote Sheet for Purchases

Department: Communications E911

Charge to Account Number: 220-220-57510-23032

Department Head Approval: *Rachel Pensick*

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

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

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

Date: 9/21/2022 Time: 9:29 AM

Vendor Name: APCO Institute

Vendor Employee Name: Darlene Hines

Telephone: 386-944-2458

Quote For: APCO Intellicom Software

Quote Includes:	Item Totals:
Intellicom Software	\$20,000.00
Intellicom Implementation	\$14,000.00
EMD Guidcards	\$658.00
EMD Manager Training	\$249.00
<b>Total:</b>	<b>\$34,907.00</b>

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

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

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

Tax Excluded

City Employee Obtained Quote: Rachel Pensick

# City of Columbus

## Quote Sheet for Purchases

Department: Communications E911

Charge to Account Number: 220-220-57510-2302

Department Head Approval: *Rachel Pensick*

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

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

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

Date: 9/21/2022 Time: 9:33 AM

Vendor Name: Central Square

Vendor Employee Name: Jodi Hartz

Telephone: 563-387-4475

Quote For: CAD PS Pro APCO Intellicom Interface

Quote Includes:	Item Totals:
CAD PS Pro APCO Intellicom Interface	\$12,500.31
Project Management and Technical Services	\$4,095.00
<b>Total:</b>	<b>\$16,595.31</b>

Quote Excludes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Tax Excluded

City Employee Obtained Quote: Rachel Pensick



**Order Number:** 00002176

**Date:** 9/14/2022

**Expiration Date:** 11/30/2022 12:00:00 AM

**Prepared For:** Rachel Pensick

Columbus/Platte County Joint Communications Center  
 2424 14th St,  
 Columbus, NE 68601  
 (402) 564-3201

**APCO IntelliComm® Guidecard System**

APCO International  
 351 N Williamson Blvd  
 Daytona Beach, FL 32114  
 386-322-2500

**IntelliComm & Guidecard Products**

Quantity	Product Name	Sales Price	Total Price
4	IntelliComm Software	\$5,000.00	\$20,000.00
1	IntelliComm Implementation	\$14,000.00	\$14,000.00
1	IntelliComm Online Training	No Charge	No Charge
2	EMD Guidecard Racks/Binders	\$329.00	\$658.00

*Your center will be invoiced for the products and amount indicated in this order form upon the completion of the Software End User Agreement or APCO EMD Agreement, where applicable.*

**Shipping & Handling:** \$59.22  
**Grand Total:** \$34,717.22

**Recurring Annual Maintenance**

24/7/365 Maintenance - 20% of each software position cost. (Prorated from UAT Acceptance date to the first day of your fiscal year). At the beginning of your fiscal year, you will then owe 12 months of maintenance (20% of software position cost X positions).

**Ancillary Cost**

APCO IntelliComm Guidecard System is designed for all three disciplines to always be available on screen, making it easy to access all disciplines. If you do not want all three to be available on screen, APCO will turn off the others. If you need one or more disciplines turned on in the future, APCO will do that for an additional cost. Agency will be responsible for any CAD expenses required to interface to the new disciplines. Indicate which disciplines your agency takes calls for service.

EMD\_\_X\_\_ LEC\_\_X\_\_ FSC\_\_X\_\_

Turning on disciplines in the future will result in additional fees. Agency will be responsible for any CAD expenses required to interface to the new disciplines.

**CAD Interface**

The agency and the agency's CAD vendor will be responsible for development and cost of the interface that enables the agency's CAD system to communicate with the IntelliComm™ software.



**Order Number:** 00002176

**Date:** 9/14/2022

**Expiration Date:** 11/30/2022 12:00:00 AM

**Prepared For:** Rachel Pensick

Columbus/Platte County Joint Communications Center  
 2424 14th St,  
 Columbus, NE 68601  
 (402) 564-3201

**APCO IntelliComm® Guidecard System & EMD Program**

APCO International  
 351 N Williamson Blvd  
 Daytona Beach, FL 32114  
 386-322-2500

Ship To		Bill To	
Name	Columbus/Platte County Joint Communications Center	Name	Columbus/Platte County Joint Communications Center
Address	2424 14th St	Address	2424 14th St
City / State / Zip	Columbus NE 68601	City / State / Zip	Columbus NE 68601

**Authorized Signature:** \signature1 {"width": "200"}\

**Date:** \date1 {"format": "dd-MM-yyyy"}\

**Printed Name:** \fullname1\

**ORDER FOR PRODUCTS & SERVICES**  
**DO NOT PAY**

Quotation Prepared by:  
 Darlene Hines  
 IntelliComm Sales Representative  
 (386) 944-2458  
 hinesd@apointl.org



Training Estimate ID: 00002177

Date: 9/14/2022

Prepared For: Rachel Pensick

**APCO Institute Training Estimate**

APCO International  
 351 N Williamson Blvd  
 Daytona Beach, FL 32114  
 386-322-2500

Columbus/Platte County Joint Communications Center  
 2424 14th St,  
 Columbus, NE 68601  
 (402) 564-3201

**Estimate for Training Products & Manuals**

Quantity	Product Name	Sales Price	Total Price
1	Emergency Medical Dispatcher Manager ONLINE	\$249.00	\$249.00

*\*Actual costs, including shipping and the purchase of additional course manuals, will be determined at the time of registration for training courses. Late fees may apply.*

**Estimated Total:** \$249.00

**Future Cost, as needed**

Discipline Recertification every 2 years (Public Safety Telecommunicator, Law Enforcement, Fire Service, EMD Manager, Communication Center Supervisor, and Communications Training Officer) \$30.00  
 Discipline Recertification every 2 years (Instructor) \$95.00

**CPR Requirement for EMD**

EMD students must have successfully completed an instructor-led, formal 40-hour telecommunicator certification course and hold a current CPR certification from the American Heart Association, American Red Cross, or equivalent to satisfy the EMD prerequisites.

**APCO Training Courses**

Please access APCO's Schedule and Registration page for a comprehensive list of the courses we offer, their pre-requisites, pricing and upcoming course dates open for registration ([www.apcointl.org/training](http://www.apcointl.org/training)).

**Registering for Training**

In order to register people from your agency, you will need to be listed as a Training Coordinator in the APCO system. To gain access and/or establish permissions to these functions, please contact the Authorized Signatory of your agency or, if authorized, become one by accessing the APCO site and clicking on the Manage Authorized Personnel button from the My Organization page to start the process. Find out more information at [www.apcointl.org/training/instructors](http://www.apcointl.org/training/instructors).

After you have agreed to the terms, you may set yourself or someone else as the Training Coordinator for your agency so that you may register others from your agency for upcoming courses through our Schedule and Registration page as well as view your agency's training records through Training Central.

**TRAINING ESTIMATE  
 DO NOT PAY**

## Membership Pricing

### Individual Full Member Dues

Tier 1	\$100
Tier 2 (OR, LA, CA)	\$131
Associate Dues	\$76

### Public Safety Practitioner Group

Level 1 - 10 - Tier 1	\$361	Level 1 - 10 - Tier 2	\$451
Level 11 - 25 - Tier 1	\$935	Level 11 - 25 - Tier 2	\$1,179
Level 26 - 50 - Tier 1	\$1,719	Level 26 - 50 - Tier 2	\$2,178
Level 51+ - Tier 1	\$2,514	Level 51+ - Tier 2	\$3,187

Visit the APCO Membership page for more information at [www.apcointl.org/membership](http://www.apcointl.org/membership)

## Shipping and Billing Addresses

Ship To		Bill To	
Name	Columbus/Platte County Joint Communications Center	Name	Columbus/Platte County Joint Communications Center
Address		Address	2424 14th St
City / State / Zip		City / State / Zip	Columbus NE 68601

Training Estimate Prepared by:  
Darlene Hines  
IntelliComm Sales Representative  
(386) 944-2458  
[hinesd@apcointl.org](mailto:hinesd@apcointl.org)

**TRAINING ESTIMATE**  
**DO NOT PAY**

**Quote #:** Q-87134**Primary Quoted Solution:** PSJ Pro**Quote expires on:** October 31, 2022**Quote prepared for:**

Rachel Pensick

Columbus Communications

PO Box 1677

Columbus, NE 68601

(402) 564-3201

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	CAD PS Pro APCO IntelliComm Interface (Import and Export) License Fee	1	12,500.31	12,500.31
			<b>Software Total</b>	12,500.31 USD

## WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	2,535.00
2.	Public Safety Technical Services - Fixed Fee	1,560.00
	<b>Services Total</b>	4,095.00 USD

---

## QUOTE SUMMARY

---

<b>Software Subtotal</b>	12,500.31 USD
--------------------------	---------------

<b>Services Subtotal</b>	4,095.00 USD
--------------------------	--------------

<b>Quote Subtotal</b>	16,595.31 USD
-----------------------	---------------

<b>Quote Total</b>	<b>16,595.31 USD</b>
--------------------	----------------------

## WHAT ARE THE RECURRING FEES?

---

<b>TYPE</b>	<b>AMOUNT</b>
FIRST YEAR MAINTENANCE TOTAL	1,875.31
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

## **BILLING INFORMATION**

---

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

## **PAYMENT TERMS**

---

### **License Fees & Annual Subscriptions**

- 100% Due Upon Contract Execution

### **Contract Startup**

- 100% Due Upon Contract Execution

### **Hardware & Third-Party Software**

- 100% Due Upon Contract Execution

### **Services**

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

### **Third-Party Services**

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

### **Travel & Living Expenses**

- Due as Incurred

**PURCHASE ORDER INFORMATION**

---

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_

**Columbus Communications**

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Title:

\_\_\_\_\_

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

14. **RESOLUTIONS**

14.A. Resolution No. R22-117 setting the property tax request at \$6,366,005.08.

RESOLUTION NO. R22-117

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SETTING THE 2022-2023 PROPERTY TAX REQUEST AT \$6,366,005.08.

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the governing body passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request.

NOW, THEREFORE, the mayor and council of the City of Columbus, Nebraska, resolves that:

1. The 2022-2023 property tax request be set at \$5,822,805.08 for the General Fund and \$543,200.00 for the Debt Service Fund for a total of \$6,366,005.08.
2. The total assessed value of property differs from last year's total assessed value by **8.47** percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$0.295953 per \$100 of assessed value.
4. The City of Columbus proposes to adopt a property tax request that will cause its tax rate to be \$0.315186 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operation budget of the City of Columbus will be increased by **23.66** percent.
6. A copy of this resolution will be certified and forwarded to the county clerk on or before **October 13, 2021**.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

14.B. Resolution No. R22-121 approving lease agreement with Columbus Area Children's Museum, Inc. for space in the community building for five percent of annual gross revenue, not to exceed \$3,916.56 per month.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A COMMERCIAL LEASE AGREEMENT WITH THE COLUMBUS AREA CHILDREN'S MUSEUM, INC., FOR SPACE IN THE COLUMBUS COMMUNITY BUILDING FOR OPERATION OF A CHILDREN'S MUSEUM FOR A TWO-YEAR TERM IN EXCHANGE FOR FIVE PERCENT OF ITS ANNUAL GROSS REVENUE, NOT TO EXCEED \$3,916.56 PER MONTH, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus desires to lease space in the City's new community building to The Columbus Area Children's Museum, Inc., for operation of a children's museum; and

WHEREAS, The Columbus Area Children's Museum, Inc., is willing to pay five percent of its annual revenue, not to exceed Three Thousand Nine Hundred Sixteen Dollars and Fifty-Six Cents (\$3,916.56) per month over a two-year period and the City is willing to accept the same as fair and reasonable rent; and

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Commercial Lease Agreement with The Columbus Area Children's Museum, Inc., for the operation of a Children's Museum in the City's new community building, a copy of which is attached hereto and incorporated herein by this reference is hereby approved and the mayor is hereby authorized, directed, and empowered to 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## COMMERCIAL LEASE AGREEMENT

This Agreement (herein referred to as the "Lease") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Columbus, Nebraska, a Municipal Corporation of the State of Nebraska (hereinafter called the 'Lessor'), and The Columbus Area Children's Museum, Inc., a Not For Profit Corporation of the State of Nebraska (hereinafter called the 'Lessee').

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **PREMISES:** Lessor hereby leases to the Lessee, the below described premises (hereinafter called the 'Leased Premises'). The Lessor warrants and represents that it is the owner of those Leased Premises, with appurtenances, described as follows:

Approximately Nine Thousand Three Hundred and Ninety-Nine (9,339) square feet of interior space found on the ground floor of the building commonly known as the Columbus Community Building located at 2500 14<sup>th</sup> Street in Columbus, Nebraska. Said Leased Premises will front 14<sup>th</sup> Street between 25<sup>th</sup> and 26<sup>th</sup> Avenues (i.e. the \_\_\_\_\_ of the Columbus Community Building).

The specific address of the Leased Premise shall be determined by the City of Columbus at a later date and time.

2. **TERM:** The initial term of this Lease be for two (2) years and shall commence on July 1<sup>st</sup>, 2023, and shall end on June 30, 2025, unless sooner terminated as hereinafter provided. The Lessor and the Lessee may mutually agree to renew the Lease for three (3) additional one (1) year periods under the same terms and conditions set forth herein except for the rent amount which may be renegotiated and agreed to by the parties. Such renewals must be requested by the Lessee by giving written notice to Lessor at least ninety (90) days prior to the end of the original term of the Lease or prior extension, whichever is applicable. At the end of said term, and if the Lease is not mutually renewed or a new lease entered into, Lessee shall vacate the Leased Premises.

3. **POSSESSION:** Lessee is entitled to possession of the Leased Premises on the commencement date of the Lease. However, Lessee and its contractors shall be allowed access to the Leased Premises prior to the commencement date, at times and on dates that have been approved by Lessor, in order to complete set up and site preparation.

4. **RENTAL:** There is no rent due during the first year of this Lease. Thereafter, Lessee shall pay Lessor five percent (5%) of its gross revenue from all paid admissions, parties and membership sales (and this excludes donation revenue) as the rental payment; however, the maximum rental amount due per month shall not exceed Three Thousand Nine Hundred Sixteen Dollars and Fifty-Six Cents (\$3,916.56). Said rental payments shall be due quarterly with a year to date Profit/Loss Statement on the 10<sup>th</sup> of the month following the end of the quarter. Lessee shall make available to Lessor its books and financials upon request so Lessor may verify the amount due. Lessee is allowed a three (3) business day grace period by which to make the rental payment, and if payment is made or received after this grace period it is considered late and a late fee of Five Dollars (\$5) a day shall be incurred until the rent and late fees are paid in full.

Lessee shall make payments to Lessor to any such place or places as Lessor may designate in writing from time to time.

- a. **PURPOSE OF RENTAL PAYMENT COLLECTION:** Lessor is collecting the rent as stated in Paragraph 4 for the purposes of assisting with improvements to the public amenities and spaces that Lessor makes available to the Columbus community.

5. **SECURITY DEPOSIT:** Lessee shall deposit Three Thousand Nine Hundred Sixteen Dollars and Fifty-Six Cents (\$3,916.56) with Lessor, which amount shall be held by Lessor as security for the full and timely performance by Lessee of the terms and conditions of this Lease and for the payment of any final judgment that may be rendered against Lessee because of this Lease. The security deposit shall be returned to Lessee at the expiration of this Lease, or any extensions thereof, provided that all terms and conditions contained in this Lease have been fully performed by Lessee.

6. **HOLDING OVER:** In the event Lessee remains in possession of the Leased Premises after the expiration of the lease term, or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to a thirty (30) days termination by either party, and otherwise on the same terms and conditions herein specified.

7. **USE AND OCCUPANCY.** The Leased Premises is being leased to Lessee for occupancy and operation of a Children's Museum which shall be accessible to the local community and it is not to be used for any other purpose or occupied by any other person or entity without first obtaining written consent from Lessor.

8. **LESSOR'S ACCESS TO LEASED PREMISES:** Lessor shall have full and unhindered access to enter the Leased Premises, or any portion thereof, at any time for any reason. Lessor shall have a master key to the Lease Premises that is only in the possession of the City Administrator's, or her/his authorized representative. Lessee shall not in any way tamper with or change the access control and access mechanisms that the Lessor is providing for the space.

9. **ABANDONMENT OF LEASED PREMISES:** Lessee shall not vacate or abandon the Leased Premises at any time during the term of this Lease. If Lessee abandons, vacates, or surrenders the Lease Premises, or is disposed of it by the process of law, or otherwise, then any personal property belonging to Lessee and left on the Leased Premises shall be deemed to be abandoned; and, Lessor at its sole discretion may elect to keep said personal property for its own use, sell said personal property and keep the proceeds of such sale, or otherwise dispose of said personal property.

10. **MUSEUM PASSES.** Lessee shall provide to Lessor a minimum of one hundred (100) one-day museum passes each year this Lease or any extension thereof it is in effect. Lessor may in its sole discretion utilize and distribute said passes to local residents and/or its representatives and employees.

11. **MUSEUM EXHIBITS AND FURNITURE:** Lessee is solely responsible for the acquisition, finance, insurance, installation, operation, maintenance, repair, and replacement of any and all museum exhibits and furniture. Lessor has no responsibility in providing, financing, insuring, installing, operating, maintaining, repairing, or replacing of any museum exhibits and furniture. Lessee knowingly and freely assumes any and all risk(s), foreseeable and

unforeseeable, associated with providing, financing, insuring, installing, operating, maintaining, repairing, or replacing museum exhibits and furniture.

12. **HOURS OF OPERATION:** Lessee shall advise Lessor with reasonable notice of its desired hours of operation, and any changes to the same. Approval of said hours must be agreed upon by Lessor and Lessor shall not unreasonably withhold said approval of Lessee's hours of operation. Lessee agrees that its hours of operation may have to be adjusted from time to time depending on other activities occurring in or around the Columbus Community Building.

13. **ANIMALS:** No live animals (household pets or otherwise) are allowed to be kept at the Leased Premises without prior written approval by Lessor.

14. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet this Lease without the prior written consent of Lessor. If approved by Lessor, any occupant, assignee, or sub-lessee must agree to abide by all the terms and provisions of this Lease.

15. **LESSEE IS A SEPARATE LEGAL ENTITY FROM LESSOR:** Lessee acknowledges that it is a separate, independent, and standalone legal entity from Lessor and that Lessor has no say or control over its management or day to day operations. Lessee shall hire and manage its own staff, and pay all its employees' wages and benefits. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Lessor and Lessee.

16. **INSPECTION:** Lessee agrees to permit the Lessor and/or its authorized representatives to enter the Leased Premises at all reasonable times during usual business hours for the purpose of inspecting the same, or for the making of any necessary repairs for which the Lessor is responsible or feels is necessary for the safety and preservation of the Leased Premises. In the case of an emergency, Lessor may enter the Leased Premises for inspection or repairs without advanced notice.

17. **FIXTURES, EQUIPMENT, AND PERSONAL PROPERTY:** Any trade fixtures, equipment, or personal property installed in or attached to the Leased Premises by or at the expense of the Lessee, shall be and remain the property of the Lessee and Lessor agrees that Lessee shall have the right to remove any and all of its personal property, trade fixtures and equipment. Fixtures, equipment, and other personal property which may have been stored or installed by or at the expense of Lessor shall be and remain the property of the Lessor. Lessee agrees that it will, at its own expense, repair any damage to the Leased Premises by reason of the removal of its trade fixtures, equipment, and other personal property. Lessee or its Agent shall be responsible for all maintenance and repairs of its trade fixtures, equipment, and personal property; and, Lessor has no liability or responsibility for the same, including damages that may be caused by Lessee's trade fixtures, equipment, and personal property.

18. **ALTERATIONS:** Lessee acknowledges that the Leased Premises, upon inspection prior to the beginning of the Lease, will be leased in good condition. Lessee shall not permit any alterations of or additions to any part of the Leased Premises which will effect or impair the structure, design, or strength of the building, or lessen the value of the Leased Premises, or change the purposes of the building or Leased Premises, except by express written consent of Lessor; and, all alterations and additions to the Leased Premises erected during the

Lease term shall remain for the benefit of the Lessor and become part of Leased Premises, unless otherwise provided in said consent. Notwithstanding the foregoing, Lessee may, without consent of Lessor, make additions, alterations, repair, or redecorating to the Leased Premises of a non-structural nature, provided that upon completion of such alterations and additions, the fair market value of the Leased Premises and rental value thereof will not be less than the fair market value and rental value of the Leased Premises immediately prior to such alternations and additions. Any alterations, additions, repairs, or redecorating performed by Lessee shall be performed in a satisfactory manner to Lessor. Lessee hereby indemnifies Lessor against liens, costs, damages and expenses with respect to any such alterations, additions, repairs, or redecorating.

19. **SIGNAGE:** Any signage used by Lessee must be pre-approved by Lessor; and said signage must also conform to the following:

- a. **Exterior Signs:** Lessee shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect to do so, signs on the exterior of the Leased Premises, at a location and with a design that has been preapproved by the Lessor. Lessee shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Leased Premises.
- b. **Interior Signs:** Lessee shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises, at locations and with a design that has been preapproved by the Lessor.

20. **ENCUMBERING OF TITLE:** Lessee shall not do any act which shall in any way encumber the tile of Lessor in and to the Leased Premises, nor shall the interest or estate of Lessor in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee. Any claim to, or lien upon, the Leased Premises arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall be subject and subordinate to the paramount title and rights of Lessor in and to the Leased Premises. Lessee shall not permit the Leased Premises to become subject to any construction lien on account of labor or material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed on the Leased Premises by or at the direction or sufferance of Lessee.

21. **INSURANCE:** Lessee shall obtain the amount of insurance it deems necessary for its personal property located in and on the Leased Premises. Additionally, Lessee agrees to provide and keep in force insurance policies at a minimum of:

- a. Limit for Each Occurrence: \$1,000,000.00
- b. Limit for Damage to Rented Premises (each occurrence): \$100,000.00
- c. Limit for Personal & Adv Injury: \$1,000,000.00
- d. General Aggregate Limit: \$2,000,000.00
- e. Products – Comp/Op Aggregate Limit: \$2,000,000.00

f. Worker Compensation Insurance: Statutory Limits

Lessor must be listed as an additional insured on a primary, non-contributory basis on Lessee's insurance policies. A certificate of liability insurance (or a complete copy of the policy) shall be provided by Lessee to Lessor evidencing the coverage minimums. Lessee shall provide to Lessor annual certificates from its insurers confirming the existence of the insurance coverages required herein, and will immediately notify Lessor of any cancellation or lapse of coverage.

The policy must include a waiver of subrogation in favor of the Lessor. The policy must include verbiage stating that all Volunteers (i.e. any person, group, or organization which is not selling or providing a product or service, who freely offers to take part in the event, including participants who host and organize activities at the event) of Lessee are covered and not excluded by the Liability Insurance.

If any Vendor (i.e. any person, group, organization or business selling *or providing* a product or service) of Lessee is to be covered by the Lessee insurance policy, it must be so be stated in the Certificate of Liability Insurance or policy. For any Vendor which is not covered by the Lessee's liability insurance, Lessee shall require said Vendor to provide their own Certificate of Liability Insurance (or a copy of the complete policy) including the same minimum requirements.

22. **DESTRUCTION OF PREMISES:** Should said Leased Premises be made unfit for occupancy, through no fault or negligence of the Lessee, due to fire, unavoidable casualty, or Act of God, then said tenancy shall immediately terminate and Lessee shall pay rent only to the time of such termination. If said damage is not of a permanent nature, Lessor shall be responsible for repairing the same in a timely manner at Lessor's own expense and the rental payments shall be suspended until said Leased Premises have been put in proper condition for occupancy.

23. **REPAIR AND MAINTENANCE:** During the lease term, Lessee agrees to keep the property clean and in a sanitary condition. Lessee agrees not to permit any deterioration or destruction to occur while they are occupying the property, and should this occur to be solely responsible for the costs of repairs. Lessee is responsible for maintaining all health code standards and licensing. Lessor's obligations include, but are not limited to, the regular maintenance and repair of the plumbing, heating, electrical, air-conditioning and ventilating equipment and fixtures (it installed) to the end that all such facilities are kept in good operative condition except in case of damage or need of repair arising from a willful or negligent act of the Lessee's agent, invitee, or employee. Lessee's obligations include, but are not limited to, the maintenance and repair of all equipment and fixtures within the Leased Premises.

24. **WASTE, NUISANCE OR UNLAWFUL USE.** Lessee agrees that it will not commit waste upon the premises, or maintain or promote the premises to be retained as a nuisance thereon, or used to permit the premises to be used in an unlawful manner.

25. **SERVICES AND UTILITIES:** The parties shall be responsible for the following services, utilities, and supplies:

- a. Utilities: All monthly service fees for utilities (telephone, gas, electric, water, sewer, etc.) to the Leased Premises shall be paid by Lessee.

- b. Janitorial: All janitorial services/supplies for the Leased Premises shall be provided by Lessee. Janitorial services/supplies to the common areas shall be provided by the Lessor.
- c. Other: Lessor shall provide for snow removal, and trash removal. Lessee shall be responsible for its' own security, technology, internet, cable, etc.

26. **RETURN OF PREMISES:** At the conclusion of this Lease or any extension thereof, Lessee shall return the property to the Lessor in the same condition as it was received at commencement of this lease, normal wear and tear excepted. If at the conclusion of this Lease or any extension thereof, the Lessor is of the opinion that Lessee is not leaving the Leased Premises in the same condition as it was received, normal wear and tear excepted, then such costs of restoration will be determined by a panel of three (3) persons consisting of: Lessee, Lessor (its City Administrator or other designated representative), and one (1) person selected by mutual consent of both parties.

27. **COMPLIANCE WITH LAW:** Lessor shall, at its expense, comply with all applicable, statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations, requirements and orders duly constituted public authorities now or hereafter in any manner affecting the Leased Premises, or the use thereof, or the sidewalks, alleys, streets and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements, or orders which may hereinafter enacted involved a change of policy on the part of the governmental body enacting the same. Lessee shall comply with all building and use or occupancy restrictions, conditions and covenants or record. Lessee shall comply with the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the Leased Premises. This space shall meet all current code requirements, including but not limited to, fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines.

28. **NOTICES:** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, postage paid, and addressed a follows:

To the Lessee at:

Columbus Children's Museum  
Attn: Manager  
2500 14<sup>th</sup> Street, Suite 1  
Columbus, NE 68601

To the Lessor at:

City of Columbus  
Attn: City Administrator  
2500 14<sup>th</sup> Street, Suite 3  
Columbus, NE 68601

29. **DEFAULT:** In the event Lessee fails to pay any rental due herein, Lessee fails to keep or perform any of the other terms or conditions listed in this Lease, becomes insolvent, or becomes involved in bankruptcy proceedings, then ten (10) days after written notice of default

from Lessor, the Lessor may, if such default has not been corrected, resort to any and all legal remedies or combinations of remedies which Lessor may desire to assert, including but not limited to, one or more of the following:

- (1) Declare the Lease at an end and terminated;
- (2) Sue for the rent due and to become due under the lease or for any damages sustained by Lessor;
- (3) Continue the lease in effect and relet the Leased Premises on such terms and conditions as Lessor may deem advisable with Lessee remaining liable for the monthly rent plus the reasonable costs of obtaining possession of the Leased Premises and of any repairs and alterations necessary to prepare the Leased Premises for reletting, less the rentals received from such reletting, if any; and
- (4) Take any other action which may be allowed under law or equity.

If Lessee, after being provided the requisite written default notice from the Lessor indicating the Lessee has failed to comply with any requirements of this Lease, shall fail, refuse, or neglect to comply said notice, then the Lessor may perform such maintenance or make such repairs at its own costs; and, in addition to any other remedy the Lessor may have, may charge the amount for said costs back to the Lessee to be due at within ten (10) business days.

No action by Lessor shall be construed as an election to terminate the Lease unless written notice of such intention is given to Lessee.

30. **TERMINATION:** This Lease may be terminated:

- a. Without cause, if Lessor gives Lessee written notice at least 180 days prior to completion of the initial term of this lease or extensions thereof.
- b. With cause as it relates to default of the parties, as described in Paragraph 29 of this Lease.

31. **INDEMNIFICATION:** Lessee shall indemnify, have the duty to defend, and hold harmless the Lessor, its employees, agents, officers, and volunteers, from any and all claims, demands, causes of actions, actions, suits, proceedings, damages, expenses, costs of liabilities of every kind and nature, including any claim of subrogation, whatsoever arising out of or in any way connected with Lessee or Lessee's employees, agents, officers, and volunteers, compliance with this Lease or operation of its Children's Museum or arising out of or in any way connected to the direct acts or negligence of Lessee or Lessee's employees, agents, officers, and volunteers in regards to this Lease or operation of its Children's Museum.

32. **WAIVER.** Waiver by Lessor of any provision of this Lease shall not be deemed a waiver of future compliance therewith and such provisions shall remain in full force and effect.

33. **MODIFICATION:** No amendment, waiver, change, modification or termination of any of the terms, provisions or conditions of this Lease shall be effective unless made in writing and signed by both parties

34. **TIME OF THE ESSENCE:** The parties agree that time is of the essence in all of the provisions of this Lease.

35. **LAW APPLICABILITY:** This Lease shall be construed and enforced in accordance with the laws of Nebraska.

36. **AUTHORIZATION:** Lessee's execution, delivery, and performance of this Lease have been duly authorized by all necessary action(s) by the Lessee and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Lessee, or with any law, regulation, or court order that is applicable to the Lessee in any way.

37. **SEVERABILITY.** Invalidation of any one or more of the provisions of this Lease, by judgment or court order, shall in no way affect any other provisions of the Lease which other provisions shall remain in full force and effect.

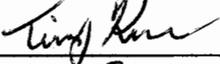
38. **CAPTION HEADING.** Caption Headings in this Lease are for convenience only and are not to be used to interpret or define the provisions of the Lease.

39. **SINGULARS / PLURALS / CONTEXT.** Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words "shall" and "will" are mandatory, and the word "may" is permissive.

40. **FULL INTEGRATION.** This document is a fully integrated agreement superseding any prior agreement between the parties, and embodies a full and complete understanding of the parties.

**IN WITNESS WHEREOF,** the parties have signed this Lease below to be effective as written above:

Executed and Adopted this 29<sup>th</sup> day of September, 2022, by  
The Columbus Area Children's Museum, Inc.:

  
Name: Timothy Kacena  
Position: President of CACM Board of Directors

Executed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
the City of Columbus, Nebraska:

\_\_\_\_\_  
James B. Bulkley  
Mayor

APPROVED AS TO FORM:

ATTEST

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

14.C. Resolution No. R22-122 approving updated Drug and Alcohol Testing Policy for Columbus Area Transit.

**RESOLUTION NO. R22-122**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE UPDATED DRUG AND ALCOHOL TESTING POLICY FOR COLUMBUS AREA TRANSIT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, City Staff has recommended updating the City’s Drug and Alcohol Testing Policy for the Columbus Area Transit; and

WHEREAS, a copy of said updated policy 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 updated Drug and Alcohol Testing Policy for Columbus Area Transit, a copy of which is attached hereto and incorporated herein by this reference, is approved; and, the Mayor is hereby 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



The City of **Columbus**

**HUMAN RESOURCES ♦ RISK MANAGEMENT**

Office (402) 562-4243

Fax (402) 564-9348

**DATE:** September 23, 2022  
**TO:** Honorable Mayor and City Council  
**FROM:** Tammy Orender, Human Resources Director  
**SUBJECT:** Updated Drug and Alcohol Testing Policy for Columbus Area Transit

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

**DISCUSSION:**

Attached is the updated Drug and Alcohol Testing Policy. The changes that were made from the previous policy are in yellow.

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

**SIGNATURE:**

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

**DRUG AND ALCOHOL TESTING POLICY  
COLUMBUS AREA TRANSIT  
Adopted as of October 3, 2022**

**A. PURPOSE**

- 1) The Columbus Area Transit provides public transit and paratransit services for the residents of within city limits of Columbus, NE. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Columbus Area Transit declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath/saliva alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result, including an alcohol concentration of 0.04 or greater, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath/saliva specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of Columbus Area Transit and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Columbus Area Transit will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

10/3/2022

## **B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. This includes applicants or transferee's, who performs or will perform safety sensitive functions. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function includes:

- Operating a revenue service vehicle including when not in revenue service.
- Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License (CDL).
- Controlling dispatch of movement of a revenue service vehicle.
- Maintaining (including repairs, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service.
- Carrying a firearm for security purposes.

A volunteer is a covered employee if:

- The volunteer is required to hold a commercial driver's license to operate the vehicle; or
- The volunteer performs a safety-sensitive function for an entity subject to this part and receives remuneration in excess of his or her actual expenses incurred while engaged in the volunteer activity.

An individual will be considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform or immediately available to perform such functions.

Contractors subject to the requirements if:

- An individual or organizations that provide services for an FTA covered "employer" is consistent with a specific understanding or arrangement, which can be evidenced by a written agreement and such contractors are also considered employers within the FTA definition of "employer".

10/3/2022

### **C. DEFINITIONS**

*Accident:* An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. With respect to an occurrence in which the public transportation vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or
- d. With respect to an occurrence in which the public transportation vehicle involved is a rail car, trolley car, trolley bus, or vessel, the public transportation vehicle is removed from operation.

*Adulterated specimen:* A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

*Aliquot:* A fractional part of a specimen used for testing, it is taken as a sample representing the whole specimen.

*Canceled Test:* A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

*Confirmatory Drug Test:* A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

*Confirmatory Validity Test:* A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

*Covered Employee Under FTA Authority:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function. **A volunteer is a covered employee if the**

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volunteer is required to hold a commercial driver's license to operate the vehicle or performs a safety-sensitive function and receives remuneration in excess of his or her actual expenses incurred while engaged in the voluntary activity. (See Attachment A for a list of covered employees).

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*DOT, The Department, DOT Agency:* These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

*Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

- (1) Inclusion. Damage to a motor, where the vehicle could have been driven, but would have been further damaged if so driven.
- (2) Exclusions.
  - a. Damage that can be remedied temporarily at the scene of the accident without special tools or parts.
  - b. Tire disablement without other damage even if no spare tire is available.
  - c. Headlamp or taillight damage.
  - d. Damage to turn signals, horn, or windshield wipers, which makes the vehicle inoperable.

*Evidentiary Breath Testing Device (EBT):* A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

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**Initial Drug Test: (Screening Drug Test)** The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

**Initial Specimen Validity Test:** The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

**Invalid Result:** The result reported by a laboratory for a urine specimen that contains an unidentified adulterant, contains an unidentified interfering substance, has an abnormal physical characteristic, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing testing or obtaining a valid drug test result.

**Laboratory:** Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT.

**Limit of Detection (LOD):** The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

**Limit of Quantitation:** For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

**Medical Review Officer (MRO):** A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

**Negative Dilute:** A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

**Negative result:** The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug, or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

**Non-negative test result:** A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites, and or invalid.

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***Oxidizing Adulterant:*** A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites or affects the reagents in either the initial or confirmatory drug test.

***Performing (a safety-sensitive function):*** A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

***Positive result:*** The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

***Prohibited drug:*** Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

***Reconfirmed:*** The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

***Rejected for Testing:*** The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

***Revenue Service Vehicles:*** All transit vehicles that are used for passenger transportation service.

***Safety-sensitive functions:*** Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

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**Split Specimen Collection:** A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

**Substance Abuse Professional (SAP):** A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

**Substituted specimen:** A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

**Vehicle:** A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

**Verified test:** A drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.

#### **D. EDUCATION AND TRAINING**

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use. This information will include the following:
  - a. Display and distribution of informational material
  - b. Display and distribution of community service hot-line number for employee assistance.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

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## **E. PROHIBITED SUBSTANCES**

- 1) Prohibited substances addressed by this policy include the following.
  - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana and/or recreational ma, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Columbus Area Transit supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
  - c. Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

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## **F. PROHIBITED CONDUCT**

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
  - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
    - i. The employee's alcohol concentration measures less than 0.02; or
    - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

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- 7) Columbus Area Transit, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Columbus Area Transit employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace including transit system premises and transit vehicles.

#### **G. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Columbus Area Transit management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

#### **H. TESTING REQUIREMENTS**

- 1) Analytical urine drug testing and breath/saliva testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Columbus Area Transit authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.
- 3) All covered employees will be subject to urine drug testing and breath/saliva alcohol testing as a condition of ongoing employment with Columbus Area Transit. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

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## **I. DRUG TESTING PROCEDURES**

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected by a trained collection site person using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form (CCF) and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at an HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS or LC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer (MRO). An MRO is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Columbus Area Transit. If a legitimate explanation is found, the MRO will report the test result as negative.

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- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Columbus Area Transit will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Columbus Area Transit will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so, requested by the employee through the MRO, or by the employer, by the MRO, or by the relevant DOT agency.
- 8) Observed collections
  - a. Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
    - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Columbus Area Transit that there was not an adequate medical explanation for the result;

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- ii. The MRO reports to Columbus Area Transit that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
- iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original specimen was out of normal range;
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- vii. Directed by the DER to perform an observed collection.
- viii. All follow-up-tests; or
- ix. All return-to-duty tests

## **J. ALCOHOL TESTING PROCEDURES**

- 1) Alcohol testing will be performed at locations determined by the Company in a private setting. The testing technician, who has been trained, will ask the donor to verify their identity and the information will be recorded on a DOT Alcohol Testing Form (ATF).
- 2) A breath or saliva testing device approved by the federal government will be used for all alcohol testing. Two tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted after at least a 15-minute waiting period from the completion of the screening test. The driver

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and the individual conducting the confirmation breath test (the BAT) complete the alcohol testing form to ensure that the results are properly recorded.

- 3) The confirmation test, if required, must be conducted using an Evidential Breath Testing device (EBT) that prints out the results, date and time, a sequential test number, and the name and serial number of the EBT to ensure the reliability of the results.
- 4) A confirmation test result under 0.02 means the driver has passed. A confirmation alcohol concentration level of 0.02 or higher will result in the driver's removal from safety-sensitive functions. The DOT prohibits any driver whose confirmation test registers 0.02 or greater but less than 0.04 from performing or from continuing to perform safety-sensitive functions until the driver's next regularly scheduled duty period, but no less than twenty-four (24) hours. If the confirmation level is 0.04 or more, or if the driver refuses to cooperate, the driver is in violation of DOT alcohol regulations and subject to the Consequences for Policy Violation as described in section Q of this policy and Post-Violation/Return-to-Duty Procedures as outlined in the regulations. Certified BATs and STTs will conduct all alcohol tests.
- 5) If a driver tries but fails to provide a breath specimen adequate for testing, the driver will be asked to try again. If the driver still does not provide an adequate specimen, the driver's failure will be noted on the ATF and the Company's DER will be informed. The driver will be removed from performing "safety-sensitive" functions and required to see a physician, acceptable to the Company, within five days for an evaluation. If a physician determines that there was no medical reason for not providing the sample, this will be considered a refusal to test, and the employee will be immediately removed from performing safety-sensitive functions and could result in termination of employment.
- 6) Columbus Area Transit affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 7) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

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**K. PRE-EMPLOYMENT TESTING**

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
  - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
  - b. An employee shall not be placed, transferred, or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
  - c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded, and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
  - d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
  - e. If a pre-employment test is canceled, Columbus Area Transit will require the applicant to take and pass another pre-employment drug test.
  - f. In instances where an FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide *Columbus Area Transit* with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. *Columbus Area Transit* is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide Columbus Area Transit proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

#### **L. REASONABLE SUSPICION TESTING**

- 1) All Columbus Area Transit FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Columbus Area Transit authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) Columbus Area Transit shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those

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present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.

- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Columbus Area Transit.
- 4) If a reasonable suspicion alcohol test is not administered within two (2) hours following the reasonable suspicion determination, the Company will document the reasons why the test was not promptly administered. If the test is not administered within eight (8) hours following the reasonable suspicion determination, the Company will no longer attempt to administer an alcohol test and will document the reasons or its inability to do so.
- 5) Notwithstanding the above testing requirements, a covered employee may not report for duty or remain on duty requiring the performance of a safety-sensitive function if that employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse. Any such covered employee will not be allowed to perform or continue to perform a safety-sensitive function until the employee undergoes an alcohol test yielding an alcohol concentration level of less than 0.02; or the start of the employee's next regularly scheduled duty period, but not less than eight hours following the reasonable suspicion determination.

#### **M. POST-ACCIDENT TESTING**

- 1) FATAL ACCIDENTS – A covered employee will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

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2) NON-FATAL ACCIDENTS - A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:

- a. The accident results in injuries requiring immediate medical treatment away from the scene unless the covered employee can be completely discounted as a contributing factor to the accident.
- b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

The decision not to administer a drug and/or alcohol test will be based on the company's determination, using the best available information at the time of the determination that the employee's performance could not have contributed to

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the accident. Such a decision must be documented in detail, including the decision-making process used to reach the decision not to test.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Columbus Area Transit is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Columbus Area Transit may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

#### **N. RANDOM TESTING**

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees who may be covered under company authority will be selected from a pool of non-DOT-covered employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.

The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at: [Random Testing Rates | US Department of Transportation](#).

- 3) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.

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- 4) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Columbus Area Transit authority.
- 5) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Columbus Area Transit authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 6) Employees are required to proceed immediately to the collection site upon notification of their random selection.

#### **O. RETURN-TO-DUTY TESTING**

Columbus Area Transit will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

#### **P. FOLLOW-UP TESTING**

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be

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frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion, and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

#### **Q. RESULT OF DRUG/ALCOHOL TEST**

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal includes the following circumstances:
  - a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
  - b. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
  - c. Fail to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
  - d. In the case of a directly observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
  - e. Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.

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- f. Fail or decline to take a second test as directed by the collector or the employer for drug testing.
- g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- h. Fail to cooperate with any part of the testing process.
- i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly observed test.
- j. Possess or wear a prosthetic or other device used to tamper with the collection process.
- k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
- l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- m. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

- 4) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder of the workday whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
  - a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement.
  - b. Failure to execute or remain compliant with the return-to-work agreement shall result in termination from Columbus Area Transit employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of this policy is under the sole authority of Columbus Area Transit and will be performed using non-DOT testing forms.

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- c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.
  - d. A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.
  - e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
  - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Columbus Area Transit,
  - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

## **R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

## **S. PROPER APPLICATION OF THE POLICY**

Columbus Area Transit is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

## **T. INFORMATION DISCLOSURE**

- 1) Drug/alcohol testing records shall be maintained by the Columbus Area Transit Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Columbus Area Transit or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken

11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the *City Council* on *October 3, 2022*

*City Council*

**Attachment A**

Job Title                      Job Duties                      Testing Authority

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## Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

[TRANSIT SYSTEM NAME] Drug and Alcohol Program Manager

Name:

Title:

Address:

Telephone Number:

Medical Review Officer

Name:

Title:

Address:

Telephone Number:

Substance Abuse Professional

Name:

Title:

Address:

Telephone Number:

HHS Certified Laboratory Primary Specimen

Name:

Address:

Telephone Number:

HHS Certified Laboratory Split Specimen

Name:

Address:

Telephone Number:

14.D. Resolution No. R22-123 approving agreement between owner and engineer for professional services with JEO Consulting Group, Inc. in the amount of \$249,500 for Columbus Flood Mitigation and Resiliency Study in accordance with the Federal Emergency Management Agency and Building Resilient Infrastructure and Communities grant.

Draft

**RESOLUTION NO. R22-123**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH JEO CONSULTING GROUP, INC. IN THE AMOUNT OF \$249,500 FOR THE COLUMBUS FLOOD MITIGATION AND RESILIENCY STUDY IN ACCORDANCE WITH THE BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT ; A COPY OF SAID AGREEMENT IS ATTACHED HERETO; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that an Agreement Between Owner and Engineer for Professional Services with JEO Consulting Group, Inc., in the amount of \$249,500 for the Columbus Flood Mitigation and Resiliency Study in accordance with the Building Resilient Infrastructure and Communities grant, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and ratified and the Mayor is authorized, directed and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

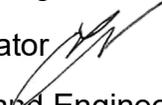
\_\_\_\_\_  
CITY ATTORNEY

The City of **Columbus**

**MEMORANDUM**

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**DATE:** September 28, 2022  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator   
**RE:** Agreement between Owner and Engineer for Professional Services  
BRIC, Hazardous Mitigation Assistance Grant  
Columbus Flood Mitigation Plan

**RECOMMENDATION:**

I recommend approval of the Resolution authorizing the mayor to sign the Agreement between Owner and Engineer for Professional Services with JEO Consulting Group, Inc. in the amount of \$249,500 for the Columbus Flood Mitigation and Resiliency Study in accordance with the Federal Emergency Management Agency, Building Resilient Infrastructure and Communities grant.

**DISCUSSION:**

The City of Columbus is the recipient of the Building Infrastructure and Communities (BRIC) Hazardous Mitigation Assistance Grant, Grant Agreement No. EMK-2020-BR-013, Project No. 0012, in the amount of \$187,500 administered through the Nebraska Emergency Management Agency (NEMA). The grant is 75% with a 25% match by the subrecipient, who is the City of Columbus.

The project is an engineering-based scoping effort to identify, develop and prioritize mitigation projects that will reduce the risk of flood damage in the City of Columbus. As a result of recent flood events, the City has identified that flooding impacts occurred in unexpected locations and that data gaps exist in the engineering data supporting storm drainage and flood risk management decisions including mitigation actions. The project's purpose is to do a comprehensive assessment of the flood risks in the City to identify and prioritize stormwater and riverine flood risk reduction activities along the Loup River, Platte River, Lost Creek, and Loup Power Canal, as well as interior drainage areas of the existing Loup River, left bank levee. A brief summary of the major task items is included below: Task 1 – Data Collection This task will involve gathering existing information such as flood and drainage studies; floodplain data and maps; infrastructure information; CAD/GIS data; topographic data; history of flooding and documentation of damages. Additionally, where data gaps exist, new data will be collected through field visits and field surveys. Task 2 – Hydrology, Hydraulics, and Flood Risk Assessment Flood risks exist in the City from multiple sources. Hydrologic and hydraulic analyses will be performed for strategic locations where flood risk data does not exist or is outdated. Locations will be determined based upon past flood observations and known existing flood risk reduction studies and infrastructure. Based on current and new analyses, flood risks will be assessed for severity and extent. Severity may be qualitatively assessed based on structural flooding, impacts on infrastructure, duration of flooding, and depth of flooding. Assessment of flood risks will identify target areas and guide the development of flood mitigation recommendations in the following task.

A go/no-go checkpoint will be evaluated at this stage. Refer to Attachment 3A. Task 3 – Preliminary Engineering, Benefit-Cost Analyses, and Deliverables Based upon the flood risk assessment, conceptual engineered project solutions will be identified. Both structural and non-structural solutions will be considered as means to reduce flood risks. This information along with a preliminary benefit/cost assessment will then be used to determine the feasibility of the identified projects and prioritize flood risk reduction actions that can be taken to mitigate flood risks. This task will include the development of a funding strategy to allow the City to proceed directly to obtaining additional funding to leverage local resources for project design, permitting, and construction resulting in the implementation of the flood risk reduction mitigation actions. The funding strategy will include assessing the feasibility and eligibility of projects for pursuing future FEMA funding assistance, such as through the BRIC program. The findings from the overall effort will be summarized into deliverables to include procedures, figures, recommendations, cost estimates, funding strategies, prioritization, and electronic submittals (such as data, models, etc.). The final deliverables with recommendations and cost estimates will be referenced in future capital improvement project planning and budgeting for long-term implementation and flood risk reduction. Task 4 – Stakeholder Involvement Due to the need to evaluate and develop comprehensive and consistent flood mitigation actions based on actual observed risks and current flood risk data, multiple affected partner jurisdictions are collaborating in this effort. This task will promote partnerships in identifying mitigation needs amongst the stakeholders such as the City of Columbus, Lower Loup NRD, USACE, and Platte County. Additionally, other stakeholders such as the Loup Power District and local interests such as businesses and property owners with an interest in flood risk reduction impacts and outcomes will be collaborated with as part of the development of the evaluation. Key stakeholders will be consulted on past experiences with flooding and flood response, flood mitigation, and community engagement. Stakeholder engagement will be in the form of direct meetings, surveys, conference calls and field visits, among others. Task 5 – Project Management Project management will be performed throughout the course of the project. Internal coordination will be conducted with the project team. Coordination will be conducted between the consultant and the City to provide progress updates, gather information and feedback.

JEO was selected from the City standard Request for Proposals process. The study timeline for delivery for final services and report is December 2023.

**FISCAL IMPACT:**

Part of 2022/2023 Budget CIP # 20-03 in the amount of \$250,000

**ALTERNATIVE:**

None

**SIGNATURE:**

By: Richard J. Bogue

Approved By: [Signature]



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 21, 2022 ("Effective Date") between City of Columbus, Nebraska ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Columbus Flood Mitigation and Resiliency Study ("Project").

JEO Project Number: 181603.01

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$249,500.00 (Lump Sum)
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions

**4.02 Total Agreement**

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

\_\_\_\_\_

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

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

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Engineer: JEO Consulting Group, Inc.

\_\_\_\_\_ 

By: Kevin Kruse, PE

Title: Senior Project Manager

Date Signed: 9/21/2022

Address for giving notices:

JEO Consulting Group, Inc.

142 West 11<sup>th</sup> Street

PO Box 207

Wahoo, NE 68066



**Exhibit A: Scope of Work**  
**CITY OF COLUMBUS, NEBRASKA**  
**Columbus Flood Mitigation and Resiliency Study**  
**Project Number: 181603.01**

**PROJECT OVERVIEW**

The Columbus area was hard hit during flooding in 2019. While existing infrastructure performed well in the Columbus area, the flood did identify additional risks to the overall flood risk reduction system.

Following the events of 2019, the City was successful in securing a FEMA BRIC (Building Resilient Infrastructure and Communities) grant to review the existing infrastructure, threats of flooding, develop mitigation activities to address the flooding, screen alternatives to select a preferred alternative and develop a funding plan for implementation.

To successfully complete this project, JEO has developed the following scope of services which is presented in two separate phases. Phase 1 includes the project development, screening and grant application tasks that are included in the currently obligated FEMA BRIC project. Once funds for implementation have been identified, it is anticipated that this agreement may be amended to include Phase 2 - Design and Implementation services. The budget, scope and schedule for Phase 2 will be developed and negotiated with the City at a later date.

**TASK SUMMARY**

**Phase 1 – Evaluation, Project Screening and Funding Program Development**

- Step 1: Project Kick-Off & Data Gathering
- Step 2: Stakeholder Engagement (Evaluation Phase)
- Step 3: Hydrologic and Hydraulic Analysis
- Step 4: Alternative Identification
- Step 5: Project Screening and Preliminary BCA
- Step 6: Selection of Preferred Alternatives and Final Study Phase Deliverables
- Step 7: Initial Review with NEMA/FEMA
- Step 8: Final Grant Application

**Phase 2 –Final Design and Implementation (Future Amendment or Authorization)**

- Step 10: Final Design and Implementation Services

**SCOPE OF WORK**

**Phase 1 – Evaluation and Project Screening**

**STEP 1: PROJECT KICK-OFF & DATA GATHERING**

**1.1: Project Management (Evaluation Phase)**

JEO will provide a project manager (PM) who will be responsible for developing and monitoring a comprehensive plan of work defining the project goals and priorities. This project scope shall serve as the plan of work. The PM will organize, manage, and coordinate the disciplines required to accomplish the scope of services. The PM will also be responsible for maintaining the project schedule, budget, and

work quality. JEO will ensure all deliverables are professionally produced and receive proper quality assurance and quality control (QA/QC) from the QA/QC Manager.

### **1.2: Study Level Field Survey and Site Visits**

The JEO evaluation team will perform a site visit during the course of the evaluation phase. The site visit will be attended by the Project Manager, Lead Engineer and the Lead Planner. The meeting will be coordinated with the City of Columbus. The purpose of the site visit will be to review the existing site conditions, reviewing locations of previous damages or locations of flood fight efforts and reviewing potential alternative improvements. During the site visit the team will also identify specific areas requiring additional field survey.

Following the site visits by the evaluation team, JEO will mobilize a survey crew to collect necessary data not available in LiDAR or other means. This data may include locations and or sizes of existing culvert/storm sewer pipes, roadway profiles or other information that may be pertinent to the evaluation/screening phase. This information will not constitute a complete topographic survey and it is anticipated that additional survey will be required once a final alternative is selected and proceeds toward a final design. The field survey is limited to 20 manhours for this phase.

### **1.3: Existing Data Gathering and Review**

JEO will work with various local, state and federal agencies to compile available data that may be useful for model development and evaluation. It is anticipated that this data may include:

#### **City of Columbus/Platte County**

- Assessor's property information
- Storm Sewer database
- County road culverts and ditches
- Current and future land use
- Previous flood damages (locations and FEMA documentation)
- Flood fighting information

#### **Lower Loup NRD**

- O&M information on any NRD operated infrastructure

#### **NeDNR/USGS/USACE**

- Post 2019 flood LiDAR and imagery
- Loup and Platte River flow data and flood studies

#### **NPPD**

- Loup Power Canal Operational Information

### **1.4: Previous Flood Damage Documentation and Risk Assessment**

JEO will request flood damage documentation on residential and agricultural properties in the study area. This information could include photographs, insurance claims, news reports etc from any and all high-water events (not only 2019). This information will be used to validate the findings of the existing conditions modeling as well as for the future benefit cost analysis.

### **Step 1: Key Responsibilities/Assumptions**

- It is anticipated that City of Columbus will assign a single point of contact (POC) for the project for day to day communications.
- It is anticipated that the POC will assist JEO with acquiring permission for access to private property if necessary.
- Full topographic survey of the project area is not included.
- Deliverables:
  - Monthly invoices and progress reports.
  - Meeting agendas, materials, and minutes for facilitated meetings.

## **STEP 2: STAKEHOLDER ENGAGEMENT (EVALUATION PHASE)**

### **2.1: Project Sponsor Meetings**

Sponsors for this project include the City of Columbus, the Lower Loup NRD and Platte County. During the evaluation phase, JEO will attend up to four (4) sponsor meetings to provide updates as well as answer questions. It is anticipated that the first of these meetings will be scheduled to coincide with the following milestones:

- Project Kick-Off
- Review of Existing Conditions Modeling and Damages/Vulnerability/Failure Modes
- Alternative mitigation activities review and screening criteria development
- Review of screening findings and selection of preferred alternative(s)

Additional sponsor meetings are anticipated during Phase 2 and a specific scope for these meetings will be developed following the selection of a preferred alternate.

### **2.2: Community Open Houses**

During the evaluation phase, JEO will facilitate and attend one Open House meetings. It is anticipated that these meetings will be held in Columbus and the POC will assist in arranging a suitable location. The JEO team will develop a meeting invite and provide to the POC for distribution. The Open Houses will provide information on the overall project intent as well as the findings to date and will coincide closely with the schedule of the Project Sponsor meetings. The Open Houses will be attended by select members of the evaluation team with specific technical understanding of the project that will be able to answer detailed questions if necessary.

Additional community meetings may be necessary as the preferred alternative proceeds into final design and a specific scope for these meetings will be developed when appropriate.

### **2.3: Other Stakeholder Engagement**

JEO recognizes that additional stakeholder engagement and outreach may be necessary to facilitate project success. The appropriate technique for outreach and engagement will depend specifically on the types of projects being considered, potential impacts and many other factors. Possible techniques for additional stakeholder outreach may include:

- Agency Meetings
- Individual One-on-One meetings
- Small group stakeholder
- Presentations at community groups or HOA's
- Additional Public Meetings/Open House

It is anticipated that as the project progresses, JEO and the City will collaboratively select the appropriate technique and timing for the situation. As such a total of 12 hours of Community Engagement Specialist and 12 hours of Project Engineer/Planner have been reserved for this task.

### **Step 2: Key Responsibilities/Assumptions**

- The POC will assist in selection of an Open House location and distribution of invitations/notices
- JEO will make recommendations to and work collaboratively with the City of Columbus to identify additional stakeholder engagement as the project progresses.

## **STEP 3: HYDROLOGIC AND HYDRAULIC ANALYSIS**

### **3.1: Hydrologic Evaluation**

The JEO team will primarily utilize hydrology developed as part of existing flood studies, including but not limited to the effective FIS, Lost Creek Flood Study, and others as appropriate. JEO will also use event hydrology and stages from Loup River stream gages to evaluate flood depth and extents within the model compared to known flood event data.

### **3.2: Hydraulic Evaluation**

The JEO team will develop a planning level 2D hydraulic model for the reach of the Loup and Platte Rivers from approximately the confluence of the Loup Power canal to upstream of the Loup River levee and Lost Creek upstream levee tiebacks. The overall extent of the model will be based on engineering judgement considering historical flood risk/impact observations and potential flood risk reduction alternatives. Other hydraulic modeling related risk assessments will be based on existing flood models and related studies. The Loup/Platte 2D hydraulic model will be advanced with detailed information relevant to the study area for the purposes of evaluating the flood impact risk factors and coordination with alternative development:

- Flooding frequency
- Depth of flooding
- Velocity
- Other impact factors as appropriate

### **Step 3: Key Responsibilities/Assumptions**

- The new planning level H&H modeling and flood risk assessment will focus on Loup and Platte River flood impact factors.
- Non-Loup/Platte River hydraulic modeling related risk assessments will be based on existing flood models and related studies.
- Flow evaluations for the interior drainage impact areas will be based on the Loup River Levee interior drainage evaluation coupled with additional observations gathered during recent flood events. New urban drainage system flood modeling will not be included.
- Loup Power Canal flood risk assessment will be based on available data, stakeholder feedback, and risk factor review but will not include development of a Power Canal hydraulic model.
- The H&H modeling will be completed for a variety of return periods and will serve as the basis for future design and BCA efforts.

## **STEP 4: ALTERNATIVE IDENTIFICATION AND CONCEPTUAL SCREENING**

#### 4.1: Evaluate and Prioritize Alternatives for Screening

JEO will review and prioritize the following alternative categories and example types to determine hydraulic impacts or other flood risk/damage reduction potential as part of the screening and development of preferred alternatives to move forward for further analysis. Prioritization will be based on stakeholder and public feedback, relative flood risk reduction effectiveness, and concept level cost effectiveness.

- Loup River LB levee extension/resilience improvements – up to two alternatives
  - Strategic extensions of the levee alignments and review of height/freeboard for potential resilience improvement needs.
  - Review of potential for extension upstream from the current upstream terminus of the Loup River LB levee to connect with the Lost Creek RB levee.
  - Review of potential for extension downstream from the current downstream terminus of the Loup River LB levee to a location near the Loup Power Canal confluence with the Platte River.
- Loup River Flow Efficiency Improvements (up to three alternatives)
  - Modification or replacement of stream crossing structures/key constructions such as the Black Bridge
  - Bypass channel or overflow path enhancement at strategic locations based on past impacts/constrictions
  - Review of potential improvements at the Loup/Platte River confluence
- Loup River Levee Interior Drainage Pump Station Improvements (up to two alternatives)
  - Evaluation of potential for localized interior drainage improvements in the region of the Pawnee Park and 23<sup>rd</sup> Avenue storm drain system outfalls.
  - The evaluation will focus on interior drainage ponding reduction along the Loup River Levee system at known impact locations. It will not include any flood modeling of the remainder of the urban drainage system.
- Programmatic Flood Risk Reduction Actions
  - Strategy for further action on Loup Power Canal flood risk assessment and assessment of potential improvement needs
  - Flood warning approach and integration with other flood warning/planning actions such as emergency action plans
  - Potential for joining CRS in conjunction with other selected flood risk reduction actions
  - Ice jam impact reduction strategy
- Nonstructural mitigation activities (up to two alternatives)
  - Actions complimentary to/in conjunction with structural alternatives
  - Flood risk reduction for structures not benefited by other alternatives
  - Detailed description of nonstructural activities below

Alternatives that include structural actions will be modeled for planning level flood risk reduction effectiveness using best available flood risk models.

Additional alternatives can be evaluated but additional fees may be necessary. For nonstructural mitigation, it is assumed at this time there is not a desire to consider a nonstructural project as a complete replacement for possible structural actions.

#### **4.2: Nonstructural Mitigation Activities**

Nonstructural flood risk management actions can effectively reduce flood damage and support the elimination of life loss from occurring during a flood event. Nonstructural flood risk management are the physical actions and nonphysical programs implemented in response to flooding. The physical actions generally consist of five techniques (elevation, wet or dry floodproofing, basement abandonment, relocation, and acquisition) applied to existing buildings or proposed development. The nonphysical programs (floodplain mapping, emergency preparedness plans, flood warning, evacuation plans, land use regulations, building codes, and flood risk communication) are implemented and supported through government entities to develop or maintain community resiliency

Nonstructural flood risk management alternatives will be considered for individual buildings and in combination with structural alternatives. The following activities are proposed for developing the nonstructural flood risk management plan:

- **Project Area Site Visit and Review of Past Nonstructural Actions**
  - Participate in a vehicular site visit of the project area, noting areas of primary risk.
  - Review locations of ongoing nonstructural action in the Columbus region.
- **Flood Mitigation Discussions with Sponsor and Stakeholders**
  - As opportunities become available, meet with the BRIC project sponsor(s) to identify risk mitigation preferences and to cover the benefits and challenges associated with nonstructural mitigation. With approval and support from the BRIC project sponsor(s) extend discussion to additional local, regional, and state entities.
- **Nonstructural Mitigation Evaluation Considerations**
  - Stand-alone nonstructural evaluation. Based upon hydrologic conditions and individual structure characteristics, evaluate the flood risk for individual structures and identify the most effective flood risk reduction technique for implementation. This will primarily focus on structures in areas with flooding risk for existing conditions.
  - Nonstructural compliment of structural plan. In conjunction with structural alternative(s), the hydrologic conditions and individual structure characteristics, evaluate the risk to buildings exposed to flooding and identify the most effective flood risk reduction technique for implementation. This will primarily focus on structures in areas with flooding residual risk even with potential implementation of recommended structural flood risk reduction actions.
- **Nonstructural Evaluation of Residential and Nonresidential buildings**
  - Identify the most feasible nonstructural mitigation techniques for residential and nonresidential buildings by region based on key locations as outlined above.
- **Assess and Identify Potential Nonphysical Benefits for Reducing Flood Risk**
  - Evaluate existing programs and identify other flood related programs which could provide benefits to the community.

#### **4.3: Conceptual Level Screening for Unfeasible Alternatives**

JEO will review the alternatives as outlined above and will screen for high-level practicality. It is anticipated that approximately 5-6 alternatives will be eliminated from further consideration based on practicality or other viability, leaving 3-4 alternatives to move forward to the final screening task.

#### **Step 4: Key Responsibilities/Assumptions**

- Alternatives for preliminary screening will be conceptual in nature and only include a high-level cost opinion or estimation of benefits at this time. This cost opinion should only be used for 'order of magnitude' estimates. A more thorough opinion of cost will be prepared for the 3-4 alternatives moving forward to the final screening task.
- Preliminary screening will not include a quantitative review for regulatory compliance. Prioritization and selection will be based on stakeholder and public feedback, relative flood risk reduction effectiveness, and concept level cost effectiveness based on professional judgement.
- Alternates eliminated from consideration will include a summary of the decision for documentation purposes.

#### **STEP 5: PROJECT SCREENING**

Following the Conceptual Level Screening in Step 4 (above) it is anticipated that 3-4 alternatives will be screened in further detail in Step 5, ultimately resulting in one preferred alternative. It is anticipated that the screening will be implemented in two steps: Preliminary Screening and Final Screening. If at any point a smaller standalone alternate is identified that the project sponsor's feel should be immediately implemented, that alternate may be removed from future screening process and proceed directly to an implementation stage. The screening is anticipated to follow the following process:

- Preliminary Screening (starting with 3-4 alternates)
  - Screening Criteria as identified by Project Sponsors but likely to include:
    - Preliminary Cost Opinion
    - Preliminary Real Estate Implications
    - Preliminary Regulatory Implications
    - Preliminary Qualitative Risk Reduction
  - Preliminary Screening process will identify 2-3 alternates to move forward to Final Screening
- Final Screening (starting with 2-3 alternates)
  - Preliminary Screening Criteria as utilized in previous step
  - Preliminary Benefit Cost Analysis
  - Preliminary Funding Plan
  - Final Screening process anticipated to identify 1 Preferred Alternative

#### **5.1: Development of Screening Criteria**

During one of the Project Sponsor meetings (outlined above) JEO will facilitate a discussion to develop the screening criteria and process. Screening criteria may include but not be limited to: Overall project cost, funding eligibility, Qualitative Benefit Cost Analysis, property acquisition needs, impacts to other utilities/agencies, regulatory considerations, political acceptance. Following the meeting with the stakeholders, JEO will prepare a screening methodology and submit for review. The screening methodology will determine which characteristics will be needed for each alternate and will be specifically referenced by the project sponsors in making a final selection of a preferred alternative.

Following the review and approval of the screening methodology, the JEO team will begin populating the screening data for the practical alternatives.

### **5.2: Preliminary Cost Opinions**

While the final screening criteria is not yet known, it is very likely that a preliminary estimate of project cost will be included. For each of the practical alternatives identified in Step 4 (3-4 alternatives), a preliminary opinion of cost will be developed. This opinion of cost will be based on recent bid tabulations in the area and will include contingencies for unknown items.

### **5.3: Preliminary Real Estate Needs**

While the final screening criteria is not yet known, it is very likely that some analysis for real estate needs will be included. For each of the practical alternatives requiring real estate acquisition, conceptual real estate needs will be identified. This analysis will be based on the existing Platte County assessor's GIS database and will be broken down by parcel for each alternative. Detailed title search or property research effort will not be completed for each alternative at this time but will likely be necessary for the preferred alternative during the final design tasks. Real estate needs developed at this stage should be considered preliminary and for the purpose of comparing alternatives with each other. A detailed real estate review for the preferred alternative will be refined during the final design phase.

### **5.4: Regulatory Review of Feasible Alternatives**

JEO will request a meeting with representatives from the USACE to review the top 2-3 alternatives. The purpose of these meetings is to understand the preliminary regulatory impacts so that they can be incorporated into the final screening and selection of preferred alternatives. JEO will prepare a preliminary Regulatory Impacts opinion based on information from the USACE and recent experiences on other similar projects. For this screening level assessment, a detailed wetland delineation or field work will not be completed, however this effort may be necessary for the preferred alternative during the final design phase.

### **5.5: Preliminary BCA for Select Alternatives**

A preliminary BCA will be completed for 2-3 alternatives during final screening. The opinions of cost will be refined with any additional information and benefits for each alternative will be preliminarily determined. Benefits will be preliminarily calculated as defined in the FEMA BCA Toolbox and anticipated to include potential items such as:

- Structural flood depth reduction
- Damage avoidance to utilities/infrastructure
- Residential displacement
- Social benefits
- Preservation of emergency services
- Environmental benefits

The BCA developed at this stage should be considered preliminary and should be only used for screening purposes only. The preliminary BCA will incorporate benefits that in the opinion of the project team will provide the most probable estimation of the project's viability and potential for outside funding. A more detailed final BCA will likely need to be completed and incorporated into a final grant application once an overall funding plan is determined.

### **5.5: Preliminary Funding Plan**

A preliminary funding plan will be completed for 2-3 alternatives. This plan will focus on overall eligibility and identify potential sources for funding for screening decisions. A more detailed funding plan will be developed for the preferred alternative.

### **Step 5: Key Responsibilities/Assumptions**

- Upon final approval of the screening methodology, the modifications to the methodology will be minor.
- Conceptual level cost opinions for 8-10 alternatives
- Summary of Regulatory Impacts for 3-4 alternatives
- Preliminary level cost opinions for 3-4 alternatives
- Preliminary level BCA for 2-3 alternatives
- Preliminary Funding Plan for 2-3 alternatives
- Development of a screening matrix that summarizes the impacts for each of the criteria as defined during the Project Sponsor meeting

## **STEP 6: SELECTION OF PREFERRED ALTERNATIVE AND FINAL EVALUATION DELIVERABLE**

### **6.1: Selection of Preferred Alternative**

During one of the Project Sponsor meetings (outlined above) JEO will facilitate a review of the screening process, and the sponsors selection of the preferred alternative. This decision will be based on screening criteria determined and populated in Steps 4 and 5.

### **6.3: Develop Funding Program for Preferred Alternative**

Once the Project Sponsors have identified the preferred alternative(s), the JEO team will develop a funding program that in the opinion of the project team provides the most realistic opportunity for project implementation. It is anticipated that this funding program may include components such as:

- Local/Non-Federal (City of Columbus, etc)
- State/Non-Federal
- Water Sustainability Funds
- CDBG
- Economic Development Administration
- FEMA (BRIC, FMA etc)
- Nebraska State Revolving Fund (SRF)

### **6.4: Final Evaluation Deliverables**

JEO will prepare a final deliverable to document the H&H analysis, alternatives development and screening process. The final deliverable will include necessary maps, figures and data as necessary to document the decision-making process. The final evaluation will also include a recommendation of the steps necessary for implementation of the preferred alternative(s) that can be further scoped in Phase 2.

## **STEP 7: INITIAL REVIEW WITH NEMA/FEMA**

### **7.1: Review Preferred Alternative and Draft BCA with NEMA/FEMA**

During the development of the final deliverable, JEO will facilitate and attend a meeting with representatives of NEMA and FEMA to review the preferred alternative. It is anticipated that the preliminary project scope as well as the preliminary BCA will be reviewed, and NEMA/FEMA will provide

input on the eligibility of the preferred alternative for FEMA construction funds if applicable as outlined in the funding program.

**STEP 8: FINAL GRANT APPLICATION**

It is anticipated that JEO will develop a final grant application for design and construction funds based on the preferred alternative. At this time, it is anticipated that the funding plan for the preferred alternative will include either FEMA BRIC or FMA funds however the final programs targeted for Phase 2 funds will be identified during this evaluation. Due to the unknown nature of the pending funding plan for the preferred alternative, JEO has dedicated a total of \$30,000 for Step 8. Prior to the development of the final grant application and supporting information (including final BCA), JEO will review the specific items with the City of Columbus.

**Project Fee**

JEO will provide the services described above in two phases. A final scope of service and associated fees for Phase 2 – Final Design and HMGP Application will be developed at the conclusion of Phase 1.

Owner will be billed monthly for services. A Task Series breakdown of the project fee is provided below. Additional services can be provided based upon current hourly rates as requested by the owner. JEO will begin work immediately following the receipt of Notice to Proceed. JEO reserves the right to redistribute budget among tasks so long as the total fee amount does not change.

<b>Project Tasks</b>		<b>Base Fee</b>
Step 1	Project Kick-Off & Data Gathering	\$21,500.00
Step 2	Stakeholder Engagement (Evaluation Phase)	\$20,250.00
Step 3	Hydrologic and Hydraulic Analysis	\$42,500.00
Step 4	Alternative Identification	\$57,000.00
Step 5	Project Screening	\$44,500.00
Step 6	Selection of Preferred Alternatives and Final Deliverables	\$31,750.00
Step 7	Initial Review with NEMA/FEMA	\$2,000.00
Step 8	Final Grant Application	\$30,000.00
<b>Total Project</b>		<b>\$249,500.00</b>

**SERVICES NOT INCLUDED IN PHASE 1**

- Additional meetings not mentioned in the above scope
- Regulatory permits (Section 404, floodplain, or other permit applications)
- Website hosting, maintenance, or other social media posts (beyond GIS Storyboard)
- Additional biological surveys or compliance with other agency requests not outlined in the scope of services
- Water quality sampling, stream gaging, analysis, or data acquisition
- Other data collection not outlined in the scope of services
- Design plans and cost estimates beyond conceptual/preliminary level

EXHIBIT A: SCOPE OF WORK  
Columbus Flood Mitigation and Resiliency Study

- Field investigation for wetlands or Waters of the US
- Field investigation for Nebraska Stream Condition Assessments Procedure (NeSCAP)
- Property, deed, or title searches
- Preparation of an Environmental Impact Statement (EIS)

A detailed scope will be developed for Phase 2 upon the completion of Phase 1.

**PROJECT SCHEDULE**

The anticipated project schedule is shown below. JEO will coordinate with City of Columbus to ensure the schedules for project tasks are modified or maintained as needed. It is anticipated that Phase 1 of the project will be completed within 15 months of receiving notice to proceed.

Project Kick-Off	October – November 2022
Model Development	November – March 2023
Damages, Vulnerability and Failure Mode	February – April 2023
Solutions Identification and Development	March – July 2023
Screening of Projects	April – August 2023
Grant Application Development	July – December 2023
Final Deliverable	December 2023

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

**15. ORDINANCES ON FIRST READING**

15.A. Ordinance No. 22-27 amending city code to correct statutory reference for definition of "common area" in entertainment districts.

**ORDINANCE NO. 22-27**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 112.21 OF CHAPTER 112 OF TITLE XI OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO CORRECT STATUTORY REFERENCE FOR DEFINITION OF “COMMONS AREA” IN ENTERTAINMENT DISTRICTS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, Section 112.21 of the City Code contains the definition of “commons area” for entertainment districts; and

WHEREAS, that this current City Code section and definition refers to Neb. Rev. Stat. § 53-132.17, however it should refer to Neb. Rev. Stat. § 53-123.17.

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

**Section 1.** That Section 112.21 of Chapter 112 of Title XI of the Columbus City Code be amended and revised to read as follows:

**§112.21 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***COMMONS AREA.*** Shall have the same meaning as that which is set forth in Neb. R.S. § 53-123.17, as may be amended from time to time.

***ENTERTAINMENT DISTRICT.*** An area of real property designated and permitted by the City Council pursuant to this chapter whereby the City Council may approve commons area(s) for events that qualify based on this chapter of the City Code and Neb. R.S. Chapter 53. The Nebraska Liquor Control Commission may issue annual ***ENTERTAINMENT DISTRICT*** licenses to businesses to allow retail licensees, craft brewery licensees, microdistillery licensees, and holders of a manufacturer’s license to share in the use of one or more commons areas.

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

**Section 3.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City office.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



# The City of *Columbus*

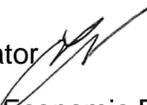
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Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

DATE: September 26, 2022

TO: Tara Vasicek, City Administrator 

FROM: Jean Van Iperen, Planning & Economic Development Coordinator

RE: Revising Statutory Citation in Entertainment District Ordinance

### RECOMMENDATION:

Approve Ordinance to clean up typo in Entertainment District Ordinance.

### DISCUSSION:

In discussing the entertainment district ordinance with the City Attorney, it was discovered the state statute referenced in Ordinance 21-45 had a transposition error. The original Ordinance says Neb. Rev. Stat. § 53-132.17, it should say Neb. Rev. Stat. § 53-123.17. This Ordinance corrects the error.

### FISCAL IMPACT:

None.



**16. ORDINANCES ON SECOND READING**

16.A. Ordinance No. 22-25 amending city code to allow and regulate use of golf car vehicles on public right of ways.

# Draft

## ORDINANCE NO. 22-25

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTIONS 70.001 AND 70.015 OF CHAPTER 70 OF TITLE XII OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO ALLOW AND REGULATE THE USE OF GOLF CAR VEHICLES ON PUBLIC RIGHT OF WAYS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

**Section 1.** That Section 70.001 of Chapter 70 of Title XII of the Columbus City Code be amended and revised to read as follows:

### **§ 70.001 DEFINITIONS.**

For the purpose of this title, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ALLEY.** An open way or public passage intended to provide access to the rear side of lots or buildings and not intended for the purpose of through vehicular traffic.

**AUTHORIZED EMERGENCY VEHICLE.** The Fire Department vehicles, Police Department vehicles and ambulances as are publicly owned and such other publicly or privately owned vehicles as are designed or authorized by the Chief of Police or City Council.

**BICYCLE.** Any device propelled by human power which has handlebars, pedals for propulsion and two tandem wheels.

**BUS.** Any motor vehicle which is designed for carrying more than ten passengers and used for the transportation of persons.

**BUSINESS DISTRICT.** Property properly zoned for business use as listed in the Land Development Ordinance for the City of Columbus and shown on the current zoning map adopted by the City of Columbus.

**COMMERCIAL VEHICLE.** Any vehicle which is designed, maintained or used primarily for the transportation of property.

**COMMUNITY SERVICE TECHNICIAN.** A non-sworn employee of the Police Department who shall have general charge, direction, and authority to ensure that the ordinances of the City are properly enforced and obeyed regardless of the department under which the ordinances may be published. **COMMUNITY SERVICE TECHNICIANS** shall have the authority to issue traffic infraction tickets.

### **CROSSWALK.**

- (1) Any portion of a road which is protected for pedestrian crossing by lines or other distinct markings on the surface, by signs or other devices, designated by competent authority, whether at an intersection or elsewhere.

- (2) In the absence of lines or other identifying markings, signs or devices, that part of a road at an intersection included within the connections of the lateral lines of opposite sidewalks, measured from the curbs or, in the absence of curbs, from the edges of the road.

**DAYTIME.** That period of time between sunrise and sunset.

**DRIVER.** Any person who operates or is in actual physical control of a vehicle.

**ELECTRIC SCOOTER.** Any two-wheeled motor vehicle which has a total wheel and tire diameter of less than 14 inches or an engine capacity of less than 45 cubic centimeters displacement.

**GOLF CAR VEHICLE.** Golf car vehicle means a vehicle that:

- (1) Has at least four wheels;
- (2) Has a maximum level ground speed of less than twenty miles per hour;
- (3) Has a maximum payload capacity of one thousand two hundred pounds;
- (4) Has a maximum gross vehicle weight of two thousand five hundred pounds;
- (5) Has a maximum passenger capacity of not more than four persons; and
- (6) Is designed and manufactured for operation on a golf course for sporting and recreational purposes.

**HIGHWAY.** Any paved road which is divided into two or more clearly marked lanes for vehicular traffic.

**INTERSECTION.**

- (1) The area included within the prolongation or connection of the lateral curb lines of a street.
- (2) The area included within the prolongation or connection of the lateral boundary lines of two roads or highways which join one another at, or approximately at, right angles.
- (3) The area within which vehicles traveling upon different roads, streets or highways joining at any other angle may come in conflict.
- (4) Where a road intersects a divided highway made up of a total of four or more lanes, each crossing of the divided highway by the road shall be regarded as a separate **INTERSECTION**. In the event the intersecting road is also a divided highway made up of a total of four or more lanes, each crossing of the highways shall be regarded as a separate **INTERSECTION**.

**MINIBIKE.** Any two-wheel motor vehicle which has a total wheel and tire diameter of less than 14 inches or an engine rated capacity of less than 45 cubic centimeters displacement or any other two-wheel motor vehicle designed by the manufacturer primarily for off-road use only.

**MOPEL.** A bicycle with fully operative pedals for propulsion by human power, an automatic transmission and a motor with a cylinder capacity not exceeding 50 cubic centimeters which produces no more than two brake horsepower and is capable of propelling the bicycle at a maximum design speed of no more than 30 miles per hour on level ground.

**MOTOR VEHICLE.** Any vehicle which is propelled by any power other than muscular power, except for the following.

- (1) Self-propelled chairs used by persons who are disabled.
- (2) Mopeds.

- (3) Vehicles which run only on rails or tracks.
- (4) Golf carts, go-carts, riding lawn mowers and garden tractors.
- (5) Electric scooters.
- (6) Utility type vehicles.
- (7) Golf car vehicles.

**MOTORCYCLE.** Any motor vehicle, excluding a tractor, where the rider sits on an unenclosed saddle or seat and which is designed to travel with not more than three wheels in contact with the ground.

**NIGHTTIME.** That period of time between sunset and sunrise.

**OWNER.** Any person who holds the legal title to a vehicle. In the event that a vehicle is the subject of an agreement for the conditional sale or lease thereof and with an immediate right of possession vested in the conditional vendee or lessee, or in the event that a mortgagor of a vehicle is entitled to possession, then the conditional vendee, lessee or mortgagor shall be deemed the **OWNER** for the purpose of this title.

**PARK or PARKING.** The standing of a vehicle, whether occupied or not, unless standing of the vehicle is in obedience to traffic regulations, signs or signals or temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

**PEDESTRIAN.** Any person traveling on foot.

**PEDESTRIAN ZONE.** The area or space within a road or street, but not necessarily at an intersection, which is officially protected for use by pedestrians and which is so marked or indicated by adequate signs as to be plainly visible at all times.

**POLICE OFFICER.** Any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations or other regulations in this Code or violations of State law.

**PRIVATE ROAD OR DRIVEWAY.** Any way or place which is privately owned and/or used for vehicular travel only by the owner thereof or by those having express or implied permission from the owner.

**RESIDENTIAL DISTRICT.** The territory contiguous to and including a public road not comprising a business district when the property on the road for a distance of 300 feet or more is mainly improved with residences.

**RIGHT-OF-WAY.** The right of one vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger of collision unless one grants precedence to the other.

**ROAD.** An open way or public passage, whether paved or unpaved, which is used for the purpose of vehicle travel, including a street.

**SCHOOL BUS.** Any motor vehicle which is owned by a public or governmental agency and operated for the purpose of transporting pupils to or from school, or any motor vehicle which is privately owned and operated for compensation for the purpose of transporting pupils to or from school.

**SCHOOL CROSSING ZONE.** The area of a roadway designated to the public by the Department of Roads, County or City, as a school crossing zone through the use of a sign or traffic-control device as specified by the Department, County or City, in conformity with the State Driver's Manual, but does not include any area of a freeway. A **SCHOOL CROSSING ZONE** starts at the location of the first sign or traffic-control device identifying the school crossing zone and continues

until a sign or traffic-control device indicates that the school crossing zone has ended.

**SEMITRAILER.** A vehicle without automotive power which has a set or sets of wheels at the rear only, which is so constructed that some part of its weight rests upon or is supported by a truck tractor or another towing vehicle and which is designed to be used primarily for the transportation of property.

**SIDEWALK.** Any walk or raised path, whether paved or unpaved, intended for use by pedestrians.

**STAND or STANDING.** The halting of a vehicle, whether occupied or not.

**STOP.** Complete cessation from movement.

**STOP or STOPPING.** When prohibited, shall mean any halting, even momentarily, of a vehicle or bicycle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Police Officer or traffic-control sign, signal or other device.

**STREET.** Any curbed and guttered or otherwise improved road set apart for public travel which may or may not be abutted by sidewalks.

**TRAFFIC.** Pedestrians, vehicles and other conveyances either singly or together while using any road, street or highway for the purpose of travel.

**TRAFFIC-CONTROL DEVICE.** Any sign, signal or marking which is placed or erected by authority of the City Council or the Chief of Police or their designees for the purpose of regulating, warning or guiding traffic or standing, stopping or parking.

**TRAFFIC-CONTROL SIGNAL.** Any signal, whether manually, electronically or mechanically operated, by which traffic is alternately directed to stop and to proceed.

**TRAILER.** Any vehicle with or without automotive power which is designed for carrying persons or property and for being drawn by a motor vehicle.

**TRICYCLE.** A device propelled by human power which has handlebars, pedals for propulsion and three wheels, designed primarily for use by children.

**TRUCK.** Any motor vehicle which is equipped or used to transport anything other than persons. This definition shall not include pickup trucks which have a box not greater than 96 inches in length.

**TRUCK TRACTOR.** Any motor vehicle which has a cab and no body and is designed and used primarily for pulling large vehicles such as semitrailers.

**UTILITY TYPE VEHICLE.** Any motorized off-highway vehicle which:

- (1) Is not less than 48 inches nor more than 74 inches in width;
- (2) Is not more than 180 inches, including the bumper, in length;
- (3) Has a dry weight of not less than 900 pounds nor more than 2,000 pounds;
- (4) Travels on four or more low-pressure tires;
- (5) Is equipped with a steering wheel and a bench or bucket type seating designed for at least two persons to sit side-by-side; and
- (6) A utility type vehicle does not include a golf cart or low-speed vehicles.

**VEHICLE.** Any device by which any person or property may be transported upon a public road, street or highway, except those devices operated upon rails and permanent tracks.

**Section 2.** That Section 70.015 of Chapter 70 of Title XII of the Columbus City Code be

amended and revised to read as follows:

**§ 70.015 OPERATION OF VEHICLE; LICENSE REQUIRED.**

(A) (1) It shall be unlawful for any person to drive, operate or be in physical control of a motor vehicle, motorcycle or moped on any road, street, highway or alley within the City limits without a valid Nebraska driver's license or a valid driver's license that is recognized under Nebraska state law except as provided in division (A)(2) below.

(2) A person who does not have a valid license as set forth in division (A)(1) above may drive, operate or be in physical control of a motor vehicle, motorcycle or moped on any road, street, highway or alley within the City limits when that person:

(a) Has a valid school permit, learner's permit or provisional license as authorized by State statute; and

(b) Only when the person is using that permit or provisional license in conformity with the requirements thereof and the Nebraska Revised Statutes.

(3) It shall be unlawful for any owner, driver or person in control of any motor vehicle to permit any of the persons identified in division (A)(1) above to drive, operate or be in physical control of any motor vehicle.

(B) It shall be unlawful for any person to drive, operate or be in physical control of a vehicle, golf car vehicle, or utility type vehicle upon any road, street, highway or alley within the City without having in full force and effect a Class O operator's license issued by the Nebraska Department of Motor Vehicles, as provided by the laws of the State or to operate a vehicle, golf car vehicle, or utility type vehicle upon any road, street, highway or alley without carrying the operator's license while operating the vehicle, golf car vehicle, or utility type vehicle.

(C) A golf car vehicle and/or a utility type vehicle shall not be considered a motor vehicle for purposes of requiring a State motor vehicle registration of the same, except any individual or entity who desires to operate a golf car vehicle and/or utility type vehicle shall make written request to the Columbus Police Department for a permit allowing the use and shall display the identification tag issued by the Columbus Police Department on the golf car vehicle and/or utility type vehicle.

(D) Except as provided in this division, a golf car vehicle and/or utility type vehicle shall not be operated on State Highway Nos. 30 and 81 or the Lost Creek Parkway. Highway 30 (23rd Street) may be crossed at a 90 degree angle at the lighted traffic control signals at the following locations: at East 11th Avenue; at East 3rd Avenue; at 3rd Avenue; at 18th Avenue; at 23rd Avenue; at 26th Avenue; at 30th Avenue; at 45th Avenue; and at 48th Avenue. Highway 81 (33rd Avenue) may be crossed at a 90 degree angle at the lighted traffic control signals at the following locations: at 8th Street; at 13th Street; and at 14th Street.

(E) Every golf car vehicle and/or utility type vehicle shall display a lighted headlight and taillight and be equipped with turn signals during operation.

(F) (1) Every golf car vehicle and/or utility type vehicle shall be equipped with:

- (a) A brake system maintained in good operating condition;
- (b) An adequate muffler system in good working condition;
- (c) A United States Forest Service qualified spark arrestor; and
- (d) A roll bar designed and manufactured to prevent injuries in the event of a rollover.

(2) Every person in a golf car vehicle and/or utility type vehicle during operation shall be in a permanent and regular seat which includes an occupant protection system which utilizes a lap belt, a shoulder belt or any combination of belts which restrains driver and passengers and which conforms to federal motor vehicle safety standards for passenger restraint systems applicable for the golf car vehicle and/or utility type vehicle's model and year and which shall be in use by all occupants at all times.

(G) Every golf car vehicle and/or utility type vehicle may only be operated on City streets between the hours of sunrise and sunset. Any person operating a utility type vehicle shall have liability insurance coverage for the golf car vehicle and/or utility type vehicle while operating the golf car vehicle and/or utility type vehicle in the City. Such liability insurance shall be issued by an insurance company authorized to do business in the State of Nebraska and shall be within the limits stated in Neb. Rev. Stat. § 60-509, as amended from time to time. If not in a driver's possession when stopped by law enforcement, the person operating the golf car vehicle and/or utility type vehicle shall provide proof of insurance coverage within five days of such stop establishing that insurance was in effect when the law enforcement stop occurred.

(H) Except as otherwise specifically stated above, the operation of a golf car vehicle and/or utility type vehicle shall be subject to all of the statutory requirements for the operation of any motor vehicle in the State of Nebraska; specifically including those statutes dealing with the rules of the road, child restraint systems and the operation of a motor vehicle by any person impaired by alcohol or drugs. Any violations could result in revocation of the right to operate the golf car vehicle and/or utility type vehicle.

(I) The operator of the utility type vehicle shall not exceed 30 m.p.h. or less where posted speed limits are less. The operator of the golf car vehicle shall not exceed 20 m.p.h. or less where posted speed limits are less.

(J) During the operation of a golf car vehicle and/or utility type vehicle, the golf car vehicle and/or utility type vehicle shall be equipped with a bicycle safety flag which extends above the utility type vehicle not less than five feet above the ground and is attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than 30 square inches and shall be fluorescent in nature, regardless of color.

**Section 3.** This Ordinance shall repeal all Ordinances or portions thereof and in conflict herewith.

**Section 4.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City office.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**17. ORDINANCES ON THIRD READING**

17.A. Ordinance No. 22-19 amending city code by enacting Chapter 115 of Title XI to impose an occupation tax on lodging.

## ORDINANCE NO. 22-19

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) BY ENACTING CHAPTER 115 OF TITLE XI ENTITLED "LODGING TAX" TO IMPOSE AN OCCUPATION TAX ON LODGING; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

**Section 1.** Chapter 115, of Title XI, entitled "LODGING FACILITY TAX", of the Columbus City Code is hereby enacted and created to read as follows:

### CHAPTER 115 LODGING FACILITY TAX

#### **§ 115.01: Purpose.**

Pursuant to the authority of Nebraska Revised Statutes § 16-205, the City of Columbus finds, determines and declares that it is appropriate that a tax be imposed on all lodgings facilities as herein defined for the purposes of raising revenues. The foregoing determination is made with due consideration of business in the city and the relation of business to the municipal welfare, together with relation thereof to expenditures required by the city, and with consideration of just, proper and equitable distribution of the tax burdens within the city and other properly associated matters. This tax to be imposed on all lodging facilities as herein defined is for the intent of raising revenues for the operation of Columbus Park and Recreation Facilities.

#### **§ 115.02: Definitions.**

As used in this chapter, the following words and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates or requires a different meaning:

*City* shall mean the City of Columbus and the area within the corporate limits of the City of Columbus.

*Lodging Facility* shall mean any commercial, nonprofit, or state-owned facility where the public may obtain sleeping accommodations for payment. This includes any hotel, motel, tourist lodging facility, courts, campground (charges for RV pads or tent sites), inn, or short-term rentals (rentals for a period of not longer than 30 days). "Lodging facility" does not include: the portion of a health care facility (licensed under the Health Care Facility Licensure Act) which provides rooms, lodging, or sleeping accommodations for a charge; or a facility operated by an approved educational institution used to house students.

*Person* shall mean any natural person, individual, partnership, association, organization or corporation of any kind or character engaging in the business of operating a lodging facility.

*Room* shall mean any space ordinarily used for sleeping accommodations and for which any occupant has, for consideration, obtained the use or possession, or the right to use or possess, for a period not to exceed thirty (30) contiguous days. The term shall include camping space, trailer space or recreational vehicle space. The term does not include a function room such as a ballroom, banquet room, reception room, or meeting room, provided it is not used as temporary sleeping accommodations, nor for complimentary or other sleeping accommodations for which no consideration is charged or for sleeping accommodations for which the consideration is paid by a person not subject to the sales and use tax imposed by the Nebraska Revenue Act of 1967.

*Taxpayer* shall mean any person engaged in the lodging business herein defined who is required to pay the tax herein imposed.

*Total consideration charged for occupancy* shall mean any and all charges that are subject to the lodging tax under the Nebraska Visitors Development Act, Neb. Rev. Stat. § 81-1245 et sq. excluding the city's lodging facility occupation tax.

**§ 115.03: Tax Imposed; Collection of Tax.**

(A) Each person engaged in the business of operating a lodging facility in the city shall pay an occupancy tax in the amount of four percent (4%) of the lodging consideration charged for occupancy per occupied room per night.

(B) The tax imposed by this chapter shall be collected by the lodging facility operator from the occupant of each room to which the tax applies. The tax imposed by this chapter may be shown as an add-on to the charge for occupancy of the rooms and shall be collectible at the time the lodging is furnished, regardless of when the charge for the occupancy is paid. The lodging facility operator shall remain responsible for payment of all taxes imposed, whether or not the taxes are actually collected from the guests.

**§ 115.04: Return.**

Each and every person engaged in the business of operating a lodging facility within the city for the calendar month beginning December 2022, and for each and every month thereafter, shall prepare and file, on or before the 25<sup>th</sup> day of the following month on a form prescribed and furnished by the city, a return for the taxable calendar month, and at the same time to pay to the city the tax herein imposed. The return shall be verified and sworn to by an owner or officer of the business. The return shall be considered filed on time if mailed with payment enclosed in an envelope properly addressed to the City Finance Department, postage prepaid and postmarked before midnight of the 25<sup>th</sup> of the appropriate

month. If the city offers online filing, the return will also be considered filed on time if filed online and electronic payment submitted to the City of Columbus by midnight of the 25<sup>th</sup> of the appropriate month.

**§ 115.05: Tax Cumulative.**

(A) The levy of tax under this chapter is in addition to all other fees, taxes, excises and licenses levied and imposed under any contract or any other provisions of this Code or ordinances of the city, in addition to any fee, tax, excise or license imposed by the state.

(B) Payment of the tax imposed by this chapter shall not relieve the person paying the same from payment of any other tax now or hereafter imposed by contract or ordinance or by this Code, including those imposed for any business or occupation he or she may carry on, unless so provided therein. The occupational taxes imposed by this Code shall be cumulative except where otherwise specifically provided.

**§ 115.06: Failure to File Return; Delinquency; Assessment by City Finance Director-City Treasurer.**

(A) If any person neglects or refuses to file a return or make a payment of the taxes as required by this chapter, the City Finance Director-City Treasurer shall make an estimate, based upon such information as may be reasonably available, of the amount of taxes due for the period or periods for which the taxpayer is delinquent, and upon the basis of such estimated amount, compute and assess in addition thereto a penalty equal or two percent (2%) per month or fraction thereof from date when due, together with interest on such delinquent taxes, at the rate of one percent (1%) per month or fraction thereof from the date when due.

(B) The City Finance Director-City Treasurer shall give the delinquent taxpayer written notice of such estimated taxes, penalty, and interest, which notice must be served personally or by certified mail.

(C) Such estimate shall thereupon become an assessment, and such assessment shall be final and due and payable from the taxpayer to the City Finance Director-City Treasurer ten (10) days from the date of service of the notice or the date of mailing by certified mail; however, within such ten (10) day period the delinquent taxpayer may petition the City Finance Director-City Treasurer for a revision or modification of such assessment and shall, within such ten-day period, furnish the City Finance Director-City Treasurer the facts and correct figures showing the correct amount of such taxes.

(D) Such petition shall be in writing, and the facts and figures submitted shall be submitted in writing and shall be given under oath of the taxpayer.

(E) The City Finance Director-City Treasurer may then modify such assessment in accordance with the facts which he or she deems correct. Such adjusted

assessment shall be made in writing, and notice thereof shall be mailed to the taxpayer within ten (10) days; and all such decisions shall become final upon the expiration of thirty (30) days from the date of service, unless proceedings are commenced within that time for appeal in the District Court.

(F) It shall be an offense for any person to fail to file a return or make payment of the taxes as required by this chapter.

**§ 115.07: Administrative of Chapter; Miscellaneous Provisions.**

(A) The administration of the provisions of this chapter are hereby vested in the City Finance Director-City Treasurer, or his or her designee, who shall prescribe forms in conformity with this chapter for the making of returns, for the ascertainment, assessment and collection of the tax imposed hereunder, and for the proper administration and enforcement hereof.

(B) All notices required to be given to the taxpayer under the provisions of this chapter shall be in writing. Notices shall be mailed by registered or certified mail, postage prepaid, return receipt requested, to the taxpayer at his or her last known address.

(C) It shall be the duty of every taxpayer to keep and preserve suitable records and other books or accounts as may be necessary to determine the amount of tax for which he/she is liable hereunder.

- i. Records of the gross revenue by which this tax is measured shall be kept separate and apart from the records of other sales or receipts in order to facilitate the examination of books and records as necessary for the collection of this tax.
- ii. It shall be the duty of every such taxpayer to keep and preserve for a period of three (3) years all such books, invoices and other records, which shall be open for examination at any time by the City Finance Director-City Treasurer or his or her duly designated persons. If such taxpayer keeps or maintains the books, invoices, accounts or other records, or any part thereof, outside of the state, upon demand of the City Finance Director-City Treasurer such taxpayer shall make the same available at a suitable place within the city, to be designated by the City Finance Director-City Treasurer, for examination, inspection and audit by the City Finance Director-City Treasurer or his or her duly authorized persons. The taxpayer shall reimburse the city for the reasonable costs of the examination, inspection and audit if the City Finance Director-City Treasurer determines that the taxpayer paid ninety percent or less of the tax owing for the period of the examination.
- iii. The City Finance Director-City Treasurer, in his or her discretion, may make, permit or cause to be made the examination, inspection or audit

of books, invoices, accounts or other records so kept or maintained by such taxpayer outside of the state at the place where same are kept or maintained or at any place outside the state where the same may be made available, provided such taxpayer shall have entered into a binding agreement with the city to reimburse it for all costs and expenses incurred by it in order to have such examination, inspection or audit made at such place.

(D) For the purpose of ascertaining the correctness of a return, or for the purpose of determining the amount of tax due from any taxpayer, the City Finance Director-City Treasurer or his or her duly authorized persons, may conduct investigations concerning any matters covered by this chapter; and may examine any relevant books, papers, records or memoranda of any such taxpayer.

**§ 115.08: Right of City to Sue.**

In case any lodging facility shall fail to make payment of the occupation tax provided for by this chapter at the time specified for such payment, the City shall have the right to sue any such company in any court of competent jurisdiction for the amount of such occupation tax due and payable under the terms and provisions of this chapter and may recover judgment against any such company for such amount so due, together with interest and penalties, and may have execution thereon

**Section 2.** The sections, subsections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause, or phrase of this ordinance shall be declared invalid, unenforceable, or unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unenforceability, or unconstitutionality shall not affect any of the remaining sections, subsections, paragraphs, sentences, clauses, or phrases of this ordinance.

**Section 3.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by Neb. Rev. Stat. § 16-405 with distribution to be made by making copies available to the public upon request at the City office.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda.**
19. **UNFINISHED BUSINESS - None**
20. **ADJOURNMENT**