

City Council Regular Meeting  
Monday, March 6, 2023 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).

{{Name: Agenda Item Name}}

**1. STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT**

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**NEBRASKA OPEN MEETINGS ACT**

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

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

**Source:** Laws 2004, LB 821, § 34.

**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.

**Source:** Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35.

**Annotations**

- Nebraska's public meetings laws do not apply to school board deliberations pertaining solely to disputed adjudicative facts. *McQuinn v. Douglas Cty. Sch. Dist. No. 66*, 259 Neb. 720, 612 N.W.2d 198 (2000).
- The primary purpose of the public meetings law is to ensure that public policy is formulated at open meetings. *Marks v. Judicial Nominating Comm.*, 236 Neb. 429, 461 N.W.2d 551 (1990).
- The public meetings law is broadly interpreted and liberally construed to obtain the objective of openness in favor of the public, and provisions permitting closed sessions must be narrowly and strictly construed. *Grein v. Board of Education of Fremont*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- A county board of equalization is a public body whose meetings shall be open to the public. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

**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, (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, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(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.

**Source:** Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws 1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB 821, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2; Laws 2021, LB83, § 11; Laws 2022, LB922, § 12.

**Operative Date: July 21, 2022**

#### **Annotations**

- A township is a political subdivision, and as such, a township board is subject to the provisions of the public meetings laws. *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- A county agricultural society is a public body to which the provisions of the Nebraska public meetings law are applicable. *Nixon v. Madison Co. Ag. Soc'y*, 217 Neb. 37, 348 N.W.2d 119 (1984).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of

having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).

- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- Although the Open Meetings Act does not define "subcommittee," a subcommittee is generally defined as a group within a committee to which the committee may refer business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- The Open Meetings Act does not require policymakers to remain ignorant of the issues they must decide until the moment the public is invited to comment on a proposed policy. By excluding nonquorum subgroups from the definition of a public body, the Legislature has balanced the public's need to be heard on matters of public policy with a practical accommodation for a public body's need for information to conduct business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- As an administrative agency of the county, a county board of equalization is a public body. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- The electors of a township at their annual meeting are a public body under the Open Meetings Act. *State ex rel. Newman v. Columbus Township Bd.*, 15 Neb. App. 656, 735 N.W.2d 399 (2007).
- The meeting at issue in this case was a "meeting" within the parameters of subsection (2) of this section because it involved the discussion of public business, the formation of tentative policy, or the taking of any action of the public power district. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).
- Informational sessions in which the governmental body hears reports are briefings. *Johnson v. Nebraska Environmental Control Council*, 2 Neb. App. 263, 509 N.W.2d 21 (1993).

**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.

**Source:** Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

**Annotations**

- There is no absolute discovery privilege for communications that occur during a closed session. *State ex rel. Upper Republican NRD v. District Judges*, 273 Neb. 148, 728 N.W.2d 275 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- The public interest mentioned in this section is that shared by citizens in general and by the community at large concerning pecuniary or legal rights and liabilities. *Grein v. Board of Education*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Hearing in closed executive session was contrary to this section since there was no showing of necessity or reason under subdivision (1)(a), (b), or (c), but did not result in reversal of board decision. *Simonds v. Board of Examiners*, 213 Neb. 259, 329 N.W.2d 92 (1983).
- Negotiations for the purchase of land need not be conducted at an open meeting but the deliberations of a city council as to whether an offer to purchase real estate

should be made should take place in an open meeting. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).

- Public meeting law was not violated where the Board of Regents of the University of Nebraska voted to hold a closed session to consider the university president's resignation, and also discussed the appointment of an interim president during such session. *Meyer v. Board of Regents*, 1 Neb. App. 893, 510 N.W.2d 450 (1993).

**84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; 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 website.

(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 website; 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; and

(xiii) A natural resources district.

(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 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 subsection (5) of section 84-1413.

(8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

**Source:** Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13.

**Note:** The Revisor of Statutes has pursuant to section 49-769 correlated LB742, section 1, with LB908, section 1, and LB922, section 13, to reflect all amendments.

**Note:** Changes made by LB742 and LB908 became effective July 21, 2022. Changes made by LB922 became operative July 21, 2022.

### **Cross References**

- **Intergovernmental Risk Management Act**, see section 44-4301.
- **Interlocal Cooperation Act**, see section 13-801.
- **Joint Public Agency Act**, see section 13-2501.

- **Municipal Cooperative Financing Act**, see section 18-2401.

#### **Annotations**

- Under subsection (1) of this section, the Legislature has imposed only two conditions on the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

**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 instate 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.

**Source:** Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1; Laws 2021, LB83, § 13.

**Annotations**

- To preserve an objection that a public body failed to make documents available at a public meeting as required by subsection (8) of this section, a person who attends a public meeting must not only object to the violation, but must make that objection to the public body or to a member of the public body. *Stoetzel & Sons v. City of Hastings*, 265 Neb. 637, 658 N.W.2d 636 (2003).

**84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; 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 or kept as an electronic record and shall be 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 or keeping the minutes is absent due to a serious illness or emergency.

(6) 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 website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website 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 website for at least six months.

**Source:** Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB361, § 3; Laws 2015, LB365, § 2; Laws 2016, LB876, § 1; Laws 2021, LB83, § 14; Laws 2022, LB742, § 2.

**Effective Date: July 21, 2022**

**Annotations**

- If a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before taking actions on questions or motions pending, that person waives his or her right to object at a later date. *Hauser v. Nebraska Police Stds. Adv. Council*, 264 Neb. 944, 653 N.W.2d 240 (2002).
- Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous meeting so as to make them speak the truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. *State ex rel. Schuler v. Dunbar*, 214 Neb. 85, 333 N.W.2d 652 (1983).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943,

and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).

- There is no requirement that a public body make a record of where notice was published or posted. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

**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.

**Source:** Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.

**Annotations**

- The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. *Schauer v. Grooms*, 280 Neb. 426, 786 N.W.2d 909 (2010).

- Any citizen of the state may commence an action to declare a public body's action void. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- The reading of ordinances constitutes a formal action under subsection (1) of this section. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- Under the Public Meetings Act, a county lacks capacity to maintain an action to declare its official conduct "void" for noncompliance with the act. *County of York v. Johnson*, 230 Neb. 403, 432 N.W.2d 215 (1988).
- When a petitioner under this section is successful in the district court, that court may allow attorney fees. *Tracy Corp. II v. Nebraska Pub. Serv. Comm.*, 218 Neb. 900, 360 N.W.2d 485 (1984).
- Informal discussions between the Tax Commissioner and the State Board of Equalization in which instructions were clarified, with such clarification leading to the amendment of hearing notices, did not constitute a public meeting subject to the provisions of this section. *Box Butte County v. State Board of Equalization and Assessment*, 206 Neb. 696, 295 N.W.2d 670 (1980).
- The right to collaterally attack an order made in contravention of the Public Meeting Act must occur within a period of one year as is specifically provided by this section. *Witt v. School District No. 70*, 202 Neb. 63, 273 N.W.2d 669 (1979).
- Statutory change, requiring "publicized notice" for board of education employment hearings, occurring between dates meeting scheduled and conducted, held not to void proceedings. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information obtained at the illegal meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Actions by the board of directors were merely voidable under this section, and not void. Pursuant to subsection (3) of this section, the plaintiffs were awarded partial attorney fees because they were successful in having the court declare that the board of directors was in substantial violation of the statute, even though the plaintiffs did not get the relief requested of having the board's actions declared void. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

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Source: [http://nebraskalegislature.gov/laws/display\\_html.php?begin\\_section=84-1407&end\\_section=84-1414](http://nebraskalegislature.gov/laws/display_html.php?begin_section=84-1407&end_section=84-1414)

Date: July 2022

## **2. APPOINTMENT OF COUNCIL MEMBER**

2.A. Appointment of Hope Freshour as Fourth Ward Council Member to fill unexpired term of John Lohr.

The City of  
**Columbus**

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

## MEMORANDUM

**DATE:** March 1, 2023  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the following name to you for appointment at the March 6, 2023, City Council Meeting.

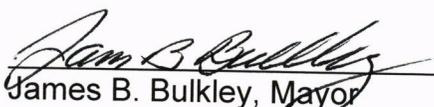
**CITY COUNCIL, 4<sup>TH</sup> WARD, to fill unexpired term of John Lohr**

**Hope Freshour**

Hope Freshour received her Bachelor's Degree from the University of South Dakota in Vermillion, majoring in English and Mass Communication with emphasis in public relations and advertising. She earned her Master's Degree in Education from National University in San Diego, California. She has done coursework in Childhood Development and received Site Supervisor Certification, and has completed training with the Christian Coaching Institute.

Ms. Freshour is currently employed as the Executive Director of the Columbus Area United Way. In this capacity she oversees financial affairs including monitoring of the operating budget and oversight of financial control policies, and supervises all office operations. Her leadership has helped to position United Way as a leader and a partner in community improvement ventures to advance the common good in the Columbus area. Prior to her employment with the United Way, Hope served as Education and Communications Coordinator for Peace Lutheran church, and Program Co-coordinator for Teammates in Columbus.

Hope is a very active member of our community, currently serving on the Women's Worship Together Steering Committee and the board of Marigold Lanes Transitional Housing, as well as volunteering for Teammates, the Platte County Food Pantry, and the Mobile Food Pantry Distribution. She is a Peace Lutheran Mission Trip Leader and Small Group Leader, and she has served as an AYSO Volunteer Coach and Board member, a Center for Survivors Board member, and Columbus Soccer Club coach, among other volunteer opportunities.

  
James B. Bulkley, Mayor

**3. OATH OF OFFICE**

3.A. Fourth Ward Council Member Hope Freshour.

**4. ROLL CALL**

**5. PRAYER**

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

**7. 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.**

7.A. Minutes of February 21, 2023, Community Development Agency meeting.

COMMUNITY DEVELOPMENT AGENCY  
February 21, 2023

A meeting of the City Council, as the Community Development Agency, of the City of Columbus, Nebraska, was convened in open and public session on February 21, 2023, at 6:50 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by posting at Columbus City Hall, Columbus Public Library, and Platte County Courthouse on February 16, 2023, with an affidavit of posting being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the council president, designated as the chief executive officer of the agency, and members of the city council, as the Community Development Agency, 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:** Council President Augustine-Schulte announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Council Members Beth Augustine-Schulte, Troy Hiemer, Rich Jablonski, John Lohr, Kat Lopez, Prent Roth, and Ron Schilling. Council Member Charlie Bahr was absent and excused. Also present was Mayor James Bulkley. 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, Planning & Economic Development Director Jean Van Iperen, and Public Communications Manager Matt Lindberg.
- 2. Resolution No. R23-25 approving and adopting the redevelopment project submitted by Jeffrey A. Endorf in conjunction with the 23rd Street Corridor Area Redevelopment Plan, awarding a revocable grant in the amount of \$15,000 for the redevelopment project, and entering into a redevelopment contract for the same.** Van Iperen described the boundaries where qualifying applicants can apply for grant funding to use toward redevelopment of their properties and noted that Mr. Endorf intends to replace siding, doors, windows, trim, and gutters on his property. Resolution No. R23-25 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN ADMINISTRATIVE PLAN AMENDMENT AND REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY JEFFREY A. ENDORF, IN ACCORDANCE WITH THE "AMENDMENT TO REDEVELOPMENT PLAN FOR THE 23RD STREET CORRIDOR REDEVELOPMENT AREA" was adopted with a motion by Lohr and a second by Hiemer. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

3. **Resolution No. R23-26 approving and adopting the redevelopment project submitted by Schaefer Investments LLC in conjunction with the 23rd Street Corridor Area Redevelopment Plan, awarding a revocable grant in the amount of \$15,000 for the redevelopment project, and entering into a redevelopment contract for the same.** Van Iperen noted that the applicant, owner of Big 10 Sports Bar and Grill, intends to landscape the property and add an awning to the outdoor seating area. Resolution No. R23-26 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN ADMINISTRATIVE PLAN AMENDMENT AND REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY SCHAEFER INVESTMENTS LLC, IN ACCORDANCE WITH THE "AMENDMENT TO REDEVELOPMENT PLAN FOR THE 23RD STREET CORRIDOR REDEVELOPMENT AREA" was adopted with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
4. **Adjournment:** The meeting adjourned at 6:58 p.m.

Presented and approved this 6 day of March, 2023.

OFFICE OF THE CITY CLERK  
:Janelle Kline

7.B. Minutes of February 21, 2023, City Council meeting.

PROCEEDINGS OF CITY COUNCIL  
February 21, 2023

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on February 21, 2023, at 7:02 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 February 1, 2023, 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, Troy Hiemer, Rich Jablonski, John Lohr, Kat Lopez, Prent Roth, and Ron Schilling. Council Member Charlie Bahr 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, Planning & Economic Development Director Jean Van Iperen, Public Communications Manager Matt Lindberg, and Library Assistant III Kelli De Roos.
  
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 Roth. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
  - 4.A.      **Minutes of February 6, 2023, City Council meeting.**
  - 4.B.      **Quote from Kidwell in the amount of \$10,509.00 for additional phones for community building.**

PROCEEDINGS OF CITY COUNCIL

February 21, 2023

Page 2

- 4.C. Quote from Downey Drilling Inc. in the amount of \$17,525.00 for treatment and inspection related to Water Production Well #2.**
- 4.D. Quote from USA Bluebook in the amount of \$13,110.62 for replacement UV spectrophotometer for Public Works department.**
- 4.E. Quote from M&M Trailer Sales in the amount of \$15,375.00 for trailer for Public Works Department.**
- 4.F. Northeast Nebraska Area Agency on Aging 2024 Detailed Plan of Operation and Budget and application for funding for Columbus Senior Center.**
- 4.G. Resolution No. R23-27 approving request of Antique Tractor and Gas Engines Show to camp overnight in Pawnee Park, Friday and Saturday, June 9 and 10, 2023. (Board of Parks Commissioners recommends approval.)** Resolution No. R23-27 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING USE OF PAWNEE PARK TO CAMP OVERNIGHT ON JUNE 9 AND 10, 2023, FOR ANTIQUE TRACTOR AND GAS ENGINES SHOW.
- 4.H. Resolution No. R23-28 authorizing payment of various improvement projects.** Resolution No. R23-28 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., COLUMBUS FIRE STATION #2, \$90,457.60; BOYD JONES CONSTRUCTION CO., COMMUNITY BUILDING, \$882,903.63.
- 4.I. Finance Department reports.**
- 4.J. 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 2/17/22 Payroll \$760,125.58; A to Z Messaging 125.00 S; Ace Hrdwr 508.46 S; Ace Sanitation 110.00 S; Advance Auto 166.40 S; Ag Spray Eq 56.00 S; Aqua-Chem 803.20 S; Arnold Motor 1,139.93 S; AT&T Mobility 80.08 S; B-D 90,457.60 CP; Behlen Tow 1,850.00 S; Big Red Prnt 94.65 S; Black Hills Energy 9,611.44 S; Blackstrap 3,380.80 S; R Bogus 145.48 R; BOKF NA 254,653.25 B; Bound Tree Med 915.83 S; Boyd Jones 882,903.63 CP; BSN Sports 629.12 S; BVH Architecture 42,446.45 CP; Capital Bsn Sys 200.13 S; Casey's Mail Serv 4,607.12 S; Cntr for Municipal Sltns 4,625.00 S; Center Point LP 94.08 S; Cntrl Comm Clg 148.00 S; Century Link 930.00 S; City of Col 6,018.00 S; Club Prophet Sys

PROCEEDINGS OF CITY COUNCIL

February 21, 2023

Page 3

90.00 S; CNC Repair 3,174.45 S; Col Area Chamber 3,740.00 S; Col Credit Serv 262.75 S; Col Cstm Emb 305.00 S; Col Outlaws Bsbl 300.00 S; Col Plumbing 320.00 S; Col Scrn Prnt 328.00 S; Col Telegram 968.19 S; Conn Pnt 13,508.00 S; Core & Main 11,397.90 S; Cornhusker Intrntnl 63.87 S; Cornhusker Pwr 913.02 S; Culligan 502.07 S; Danko Emer Eq 4,559.50 S; DHHS 18.75 R; D Dunbar 7,018.00 E,S; Eakes 2,942.09 S; Ed M. Feld Eq 572.00 S; H Eickmeier 10.78 T; Elastec 5,440.00 CP; Extractor Corp 139.00 S; FBI-LEEDA 100.00 M; Ferrellgas 691.71 S; First Natl Bank 12,369.17 E; Forvis 33,000.00 S; Frontier 2,373.44 S; Full Throttle 565.07 S; Fun Express 1,996.78 S; Galls 787.82 S; Gaver Tire 1,539.88 S; Gehring Const 2,100.00 S; Gnrl Fire & Sfty Eq 295.00 S; Godfather's 69.00 S; GolfNow 185.66 S; Grainger 72.22 S; Great Plains Bldg 378.84 S; Great Plains Comm 239.95 S; Hadley-Braithwait 137.85 S; HDR Eng 9,886.63 CP; Heartland Nat Gas 25,599.57 S; Heiman 10,002.00 S; T Hiner 31.00 T; M Howerter 616.00 S; J Hytrek 100.63 T; Hy-Vee 345.59 S; IALEFI 55.00 M; Ingram Libry 2,069.83 S; Jackson Serv 1,943.93 S; JEO Consulting 9,848.90 S; Kelly Sup 1,044.62 S; E Kluever 1,302.00 R; Lakeview 480.00 S; Language Line 65.84 S; Lawson Prod 78.90 S; Lbry Store 113.14 S; Lingo 51.68 S; Loup Pwr 85,686.09 S; Loup Pwr Natural Res 26,563.38 S; M&O Door 256.38 S; Mailbox 32.19 S; Matheson-Linweld 475.85 S; MD Sol 419.71 S; Mechanical Sales 8,344.00 S; Medline Ind 110.58 S; Menards 578.70 S; MW Lab 198.90 S; MW Tapes 19.49 S; Mike's Tow 1,603.00 S; Miracle Rcrtn 2,809.69 S; Motion Ind 593.72 S; Municipal Pipe 2,982.02 S; NAPA 106.29 S; NDEE 115.00 S; NE Assoc of Emrg Mng 220.00 T; NE Sprts Cncl 1,250.00 S; NE St Fire Mrshl 244.00 S; NE NE Ecommics 31,095.25 G; NE NE Solid 50,676.30 S; Noswett Fencing 86.09 S; Occup Hlth 999.00 S; OCLC 935.74 S; One Call Conc 86.88 S; One Source 147.50 S; O'Reilly 97.61 S; Paper Tiger 60.00 S; Pete Lien & Sons 6,913.53 S; Petty Cash 49.92 S; Platte Co 3,408.00 S; Platte Co Reg of Deeds 144.00 S; Platte Valley Comm 1,429.78 S; Preferred Plumbing 100.00 S; Premier Prprty Mngmnt 11,252.86 S; Prestox 57.63 S; Prjct Lifesaver Inter 1,783.21 T; Provantage Acc 7,765.00 CP; Reardon 29.37 S; Rembolt Ludtke 1,440.00 S; Rutt's Htng 600.00 S; Sandry Fire Sup 814.76 S; Sapp Bros 33,459.30 S; J Sergi 275.00 T; Sherwin-Williams 211.74 S; Shelvin 141.08 S; Sipple Hansen Emerson Schumacher Klutman & Valorz 3,275.10 S; Snap-On 168.50 S; Solid Waste 449.00 M; Stanley Petro 55.60 S; Telecomm Sys 1,554.00 S; The Child's World 1,139.55 S; Tire Outlet 15.00 S; TK Elevator 228.75 S; Too Fast Sup 53.25 S; Tooley Drug 140.33 S; Truck Ctr Comp 56.74 S; Turfwerks 329.59 S; Twin Rivers Vet 223.00 S; U&I 119.50 S; US Post 424.00 S; USA Blue Bk 1,824.44 S; Utility Sct 265.00 S; C Van Dyke 146.50 S; Van Wall Eq 1,595.00 S; T Vasicek 49.98 R; Verizon Wireless 4,662.79 S; Waste Conn 250.96 S; Wellness Prtnr 10.00 S; Wemhoff Refrig 218.13 S; Winsupply 321.62 S; WSKF 1,310.00 CP; Zoll Med 570.11 S; TOTAL \$2,550,061.23.

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

6. **SPECIAL PRESENTATIONS:** None

7. **PUBLIC HEARINGS:**

7.A. **Public hearing - Application of Shady Lake Development LLC for final plat and development agreement of Merlin's Addition (southeast corner of Highway 81 and 63 Avenue). (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Augustine-Schulte and a second by Lohr. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

7.A.1. **Public hearing - Determine whether Merlin's Addition should be included within corporate city limits. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

7.A.2. **Resolution No. R23-29 approving final plat, development agreement, and bringing said addition into corporate city limits.** Resolution No. R23-29 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE SIXTH P.M., PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE S89°50'23"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2331.38 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 234, PAGE 859; THENCE N00°54'24"W ON THE WESTERLY LINE OF SAID TRACT, A DISTANCE OF 666.51 FEET; THENCE S89°53'49"W CONTINUING ON SAID WESTERLY LINE, A DISTANCE OF 324.00 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE N00°55'02"W ON SAID WEST LINE, A DISTANCE OF 1603.06 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S50°46'11"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 3474.24 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE S00°20'39"E ON THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 64.94 FEET TO THE POINT OF BEGINNING, CONTAINING 66.21 ACRES, MORE OR LESS., HEREINAFTER TO BE KNOWN AS MERLIN'S ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN SHADY LAKE DEVELOPMENT, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND THE CITY OF COLUMBUS, SETTING FORTH THE

DUTIES AND RESPONSIBILITIES OF SHADY LAKE DEVELOPMENT, LLC, A NEBRASKA LIMITED LIABILITY COMPANY CONCERNING SAID ADDITION, INCLUDING PROVIDING FOR THE PUBLIC IMPROVEMENTS NECESSARY TO SERVE THE PROPERTY, AND APPROVING INCLUSION OF SAID PLAT INTO THE CORPORATE LIMITS OF COLUMBUS, PLATTE COUNTY, NEBRASKA was adopted with a motion by Roth and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

**7.B. Public hearing - Application of Mary Peterson for final plat and development agreement of Peterson Addition (25 Street east of E 14 Avenue).** No public testimony was heard. The public hearing closed with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

**7.B.1. Resolution No. R23-30 approving final plat and development agreement.** Resolution No. R23-30 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, T17N, R1E OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 5, BLOCK A, LAMBERT INDUSTRIAL ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N 88°05'58" E, 581.26 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE S 01°50'40" E ON SAID EAST LINE, 499.09 FEET; THENCE S 88°03'34" W ON THE NORTH LINE OF SAID LAMBERT INDUSTRIAL ADDITION, 543.86 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK B OF SAID LAMBERT INDUSTRIAL ADDITION; THENCE N 01°54'46" W ON THE EAST LINE OF SAID LOT 4, 290.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE N 03°47'52" W ON THE EAST LINE OF SAID LAMBERT INDUSTRIAL ADDITION, 60.09 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 25TH STREET; THENCE S 88°05'39" W ON SAID NORTH RIGHT-OF-WAY LINE, 34.98 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK A OF SAID LAMBERT INDUSTRIAL ADDITION; THENCE N 01°51'16" W ON THE EAST LINE OF SAID LOT 5, 149.33 FEET TO THE POINT OF BEGINNING, CONTAINING 6.37 ACRE MORE OR LESS, HEREINAFTER TO BE KNOWN AS "PETERSON ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA"; APPROVING THE PLAT THEREOF; AND APPROVING AND ACCEPTING THE PETERSON'S ADDITION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND MARY

PETERSON WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF THE SUBDIVIDER AND THE LOT OWNERS WITH RESPECT TO SAID ADDITION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS ADDITION was adopted with a motion by Jablonski and a second by Lohr. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

**7.C. Public hearing - Intent to create a Downtown Business Improvement District (general vicinity of area between 11 and 12 Street to area between 15 and 16 Street from 21 Avenue to 33 Avenue) and appoint a Business Improvement Board.** Scott Mueller, 2204 14 Street on behalf of Columbus In Action, Innovative Center, Samson, Inc., and Samson Green Solutions, said he is supportive of the concept; however, feels there should be a sunset provision of four years. Gary Sharman, owner of Gass Haney funeral home, stated he would like his property to be removed from the business improvement district as it would serve no benefit to his business. William Kurtenbach, owner of a business at 1359 26 Avenue, noted he did not return his postcard as he wanted additional information on the project; however, he does not feel there would be any benefit to his business. Joe Wemhoff, 4508 23 Street and property owner of a number of businesses along 33 Avenue, expressed opposition as he feels the benefits are not worth the cost and he would have to pass the cost on to his tenants. Joe Marksmeier, owner of property at 2724 13 Street, expressed opposition as the improvements will be of no benefit to his business. Joshua Johnson, 3907 53 Street, expressed support of the sunset provision and project in an effort to retain and bring people back to the community. Valorz clarified that the next agenda item, Resolution No. R23-31, appoints a Business Improvement Board that would make a recommendation to create a Downtown Business Improvement District and an ordinance would have to be adopted to actually create a district. The public hearing closed with a motion by Hiemer and a second by Lohr. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

**7.C.1. Resolution No. R23-31 approving intent to create a Downtown Business Improvement District and appoint the following to the Business Improvement Board: Barbara Duffy, Josh Johnson, and Linday Thomsen for three-year term; Mary Nyffeler, Robert "Bob" Stachura, and Dick Tooley for two-year term; and Kristin Stock, Kevin Anderson, and Cory Reeder for one-year term.** Jablonski requested to be excused from this agenda item because he has a conflict of interest. Jablonski was allowed to abstain from voting on this agenda item and the rules requiring him to leave the Council Chambers during discussion and vote were suspended with a motion by Augustine-Schulte and a second by Roth. Augustine-Schulte,

Hiemer, Lohr, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski abstained. Bahr was absent. Schilling referred to an error on the appointments to the Business Improvement Board and noted the name Kevin Anderson should be Kevin Johnson. Kline noted that a correction would be made to the resolution. Schilling referred to the proposed design of converting Frankfort Square into a city park and said he does not feel property owners in the business improvement district should be responsible for the cost of a city park. He also expressed opposition to the downtown property owners paying for public parking. Schilling expressed support of the implementation of a sunset provision. Resolution No. R23-31 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO CREATE AND ESTABLISH A NEW DOWNTOWN BUSINESS IMPROVEMENT DISTRICT AND TO APPOINT A BUSINESS IMPROVEMENT BOARD CONSISTING OF PROPERTY OWNERS, RESIDENTS, BUSINESS OPERATORS, AND USERS OF SPACE WITHIN THE BUSINESS AREA TO BE IMPROVED; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Hiemer, Lohr, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski abstained. Bahr was absent.

8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** Included in Consent Agenda
10. **REPORTS OF COUNCIL COMMITTEES:** None
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
  - 13.A. **Appointment of Diane Scheffler to Senior Center Advisory Board to fill unexpired term of Collette Hansen.** The mayor's appointment of Diane Scheffler to the Senior Center Advisory Board was ratified with a motion by Augustine-Schulte and a second by Jablonski. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”. Bahr was absent.
  - 13.B. **Comments from mayor and city council members.** Lohr thanked the mayor, city council, and staff for support received while serving as a council member. Bulkley requested anyone from the fourth ward who would be interested in filling the unexpired term of John Lohr to contact him as soon as possible and said he will make a decision prior to the next city council meeting. Bulkley announced that this week is National Engineer Week and

praised city staff engineers, Rick Bogus and Braden Labenz. Bulkley announced that Welcoming America has selected City of Columbus and Centro Hispano to participate in the rural welcoming community exchange program.

**14. RESOLUTIONS:**

**14.A. Resolution No. R23-32 amending Title VI (Non-Discrimination plan 2022) section of the policies and procedures for Columbus Area Transit.**

Resolution No. R23-32 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE TITLE VI (NON-DISCRIMINATION PLAN/2022) SECTION OF THE POLICIES AND PROCEDURES FOR COLUMBUS AREA TRANSIT, ADOPTED BY RESOLUTION NO. R18-12 ON FEBRUARY 5, 2018, AND AMENDED BY RESOLUTION NO. R18-67 ON JUNE 4, 2018, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Lopez and a second by Augustine-Schulte. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

**14.B. Resolution No. R23-33 approving grant agreement with Neighborworks Northeast Nebraska in an amount not to exceed \$390,000 for low to moderate housing in Quail Meadows Subdivision using economic development funds as recommended by the Citizens Advisory Review Committee.**

Quelbin Izaguirre, of Neighborworks Northeast Nebraska, explained how the funding will be used for downpayment assistance and infrastructure. Resolution No. R23-33 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A GRANT AGREEMENT WITH NEIGHBORWORKS NORTHEAST NEBRASKA IN AN AMOUNT NOT TO EXCEED \$390,000 TO BE USED AS LOCAL MATCHING FUNDS FOR A STATE GRANT IN RELATION TO DEVELOPMENT OF LOW TO MODERATE INCOME HOUSING IN QUAIL MEADOWS SUBDIVISION USING THE CITY'S LOCAL "840" ECONOMIC DEVELOPMENT FUND, AS RECOMMENDED BY THE CITIZENS ADVISORY REVIEW COMMITTEE, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Lohr and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

- 14.C. Resolution No. R23-34 authorizing application and administration of Fiscal Year 2023 Rural Business Development Grant.** Resolution No. R23-34 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE CITY TO APPLY FOR AND ADMINISTER A RURAL BUSINESS DEVELOPMENT GRANT FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
- 14.D. Resolution No. R23-35 approving agency agreement with Nebraska Department of Transportation, Aeronautics Division, for Grant No. 3-31-0019-017-2023 to obtain federal assistance for construction of an 8-place T-hangar.** Resolution No. R23-35 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION FOR GRANT NO. 3-31-0019-017-2023 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA was adopted with a motion by Roth and a second by Augustine-Schulte. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
- 14.E. Resolution No. R23-36 approving agreement with Sand Creek Construction Company in the amount of \$45,000 for design phase services for Gerrard Park Tennis and Pickleball Courts using the design-build policy.** Resolution No. R23-36 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE DESIGN BUILD AGREEMENT WITH SAND CREEK CONSTRUCTION IN THE AMOUNT OF \$45,000 FOR DESIGN PHASE SERVICES FOR GERRARD PARK TENNIS AND PICKLEBALL COURTS; 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 was adopted with a motion by Jablonski and a second by Augustine-Schulte. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

- 14.F. Resolution No. R23-37 approving agreement with The Schemmer Associates, Inc. in the amount of \$345,560.33 for city's portion of construction engineering and inspection services of betterment work for 23 Street Reconstruction project.** Resolution No. R23-37 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT BETWEEN OWNER AND ENGINEER FOR CONSTRUCTION ENGINEERING, MANAGEMENT, AND INSPECTION SERVICES OF BETTERMENT WORK WITH THE SCHEMMER ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$345,560.33 FOR 23 STREET RECONSTRUCTION PROJECT; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Lopez and a second by Lohr. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
- 14.G. Resolution No. R23-38 selecting design-build delivery system splash pad at Centennial Park and designating City Engineer Rick Bogus to serve as Performance Criteria Developer.** Resolution No. R23-38 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SELECTING DESIGN-BUILD DELIVERY SYSTEM FOR DESIGN AND CONSTRUCTION OF A SPLASH PAD AT CENTENNIAL PARK AND DESIGNATING CITY ENGINEER RICK BOGUS TO SERVE AS PERFORMANCE CRITERIA DEVELOPER IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 13-2901 THROUGH 13-2914, REISSUE REVISED STATUTES OF NEBRASKA, 1943, AS AMENDED was adopted with a motion by Lohr and a second by Augustine-Schulte. Augustine-Schulte, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
- 15. ORDINANCES ON FIRST READING:** None
- 16. ORDINANCES ON SECOND READING:** None
- 17. ORDINANCES ON THIRD READING:** None
- 18. CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda.
- 19. UNFINISHED BUSINESS:** None
- 20. ADJOURNMENT:** The meeting adjourned at 8:04 p.m.

Presented and approved this 6 day of March, 2023.

OFFICE OF THE CITY CLERK

:Janelle Kline

7.C. Appointment of Hope Freshour to Public Finance, Judiciary, and Personnel Committee.

## MEMORANDUM

**DATE:** March 1, 2023

**TO:** City Council Members

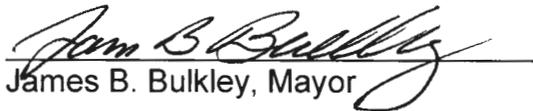
**FROM:** James B. Bulkley, Mayor

**SUBJECT:** Appointment to Council Committee

With your permission, I wish to submit the following name for your consideration and appointment at the March 6, 2023 City Council meeting.

### PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE

Hope Freshour

  
James B. Bulkley, Mayor

7.D. Appointment of Hope Freshour to the Community Development Agency.

## MEMORANDUM

**DATE:** March 1, 2023  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the following name to you for the March 6, 2023, City Council meeting for appointment to the Community Development Agency. The Community Development Agency is comprised of members of the City Council, but not the mayor. Members of the Community Development Agency shall hold office until their successors have been appointed and qualified.

### COMMUNITY DEVELOPMENT AGENCY

Hope Freshour

  
James B. Bulkley, Mayor

Committees&Boards/Appoint/Reappoint/CommunityDevelopment

7.E. Quote from Z&M Enterprise, LLC in the amount of \$20,200 for ultraviolet bulb kits for waste water treatment facility.



The City of  
Columbus, Nebraska

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

## MEMORANDUM

**DATE:** February 27, 2023  
**TO:** City Administrator/Mayor/City Council  
**FROM:** Chuck Sliva, Public Works Director  
**SUBJECT:** Purchase of 72 Trojan 3000 UV Bulbs and Sleeves.

**RECOMMENDATION:** To accept the following attached low quote from Z & M Enterprise for 72 Ultraviolet bulbs and covers in the amount of \$20,200.00.

**DISCUSSION:** This is the second partial replacement of 144 bulbs in the UV Disinfection unit at the WWTP. Bulbs and covers are replaced on an hour of run time and 2-3 year changed out schedule. The other 72 bulbs and covers were changed out in late October of 2021.

### FISCAL IMPACT:

Funds for this purchase will come from the budgeted \$25,000.00 CIP Fund #501-57510-22029.

### SIGNATURE:

By: \_\_\_\_\_ Chuck Sliva \_\_\_\_\_

*Chuck Sliva, Public Works Director*

Approved By: \_\_\_\_\_ Heather Lindsay \_\_\_\_\_

*Heather Lindsay, Finance Director*

Approved By: \_\_\_\_\_ Tara Vasicek \_\_\_\_\_

*Tara Vasicek, City Administrator*



# City of Columbus Quote Sheet for Purchases

Department: Wastewater Treatment

Charge to Account Number: 500-501-57510-22029

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

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

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

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

Date: 2/9/2023 Time: \_\_\_\_\_

Vendor Name: Z&M Enterprise, LLC

Vendor Employee Name: Stacy Shaffer

Telephone: 725-377-8660

Quote For: (72) UV Bulbs and Sleeves for a Trojan 3000 Plus System

Quote Includes:	Item Totals:
72 UV Bulbs @ \$200.00	\$14,400.00
72 UV Bulb Sleeves @ \$75.00	\$5,400.00
Ground Shipping	\$400.00
<b>Total:</b>	<b>\$20,200.00</b>

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

Delivery Date: 4-6 Weeks Shipped By: Z&M Enterprise, LLC

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

Tax Excluded

City Employee Obtained Quote: Marty Eaton

# City of Columbus Quote Sheet for Purchases

Department: Wastewater Treatment

Charge to Account Number: 500-501-57510-22029

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

Finance Director Review: \_\_\_\_\_

(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: \_\_\_\_\_

(For Purchases of \$5,000 to \$40,000)

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

Date: 2/9/2023 Time: \_\_\_\_\_

Vendor Name: UV Doctor

Vendor Employee Name: Robert Merrillat

Telephone: 509-447-5800

Quote For: (72) UV Bulbs and Sleeves for a Trojan 3000 Plus System

Quote Includes:	Item Totals:
72 UV Bulbs @ \$413.00	\$29,736.00
72 UV Bulb Sleeves @ \$85.00	\$6,120.00
<b>Total:</b>	<b>\$35,856.00</b>

Quote Excludes:  
Shipping

Delivery Date: 4-6 Weeks Shipped By: UV Doctor

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

Tax Excluded

City Employee Obtained Quote: Marty Eaton

# City of Columbus Quote Sheet for Purchases

Department: Wastewater Treatment

Charge to Account Number: 500-501-57510-22029

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

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

City Administrator Approval: \_\_\_\_\_  
(For Purchases of \$5,000 to \$40,000)

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

Date: 2/9/2023 Time: \_\_\_\_\_

Vendor Name: MC2 (Electric Pump)

Vendor Employee Name: Tedi Grey

Telephone: 800-383-7867

Quote For: (72) UV Bulbs and Sleeves for a Trojan 3000 Plus System

Quote Includes:	Item Totals:
18 Trojan Lamp and Sleeve Kits @ 2143.00	\$38,574.00
4 Bulbs and Sleeves per kit.	
<b>Total:</b>	<b>\$38,574.00</b>

Quote Excludes:  
Shipping

Delivery Date: 4-6 Weeks Shipped By: MC2 (Electric Pump)

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

Tax Excluded

City Employee Obtained Quote: Marty Eaton

7.F. Quote from USA Blue Book in the amount of \$6,602 for flow meter for water utility department.



The City of  
Columbus, Nebraska

**PUBLIC WORKS DEPARTMENT**

• Utility Billing • Water Production • Water/Sewer Utility • Wastewater •  
Streets • MSW Transfer Station  
Phone: 402-562-4260  
Fax: 402-562-4265  
[www.columbusne.us](http://www.columbusne.us)

**MEMORANDUM**

**DATE:** March 1, 2023  
**TO:** City Administrator/Finance Director  
**FROM:** Chuck Sliva, Public Works Director  
**SUBJECT:** Replacement Quote for 14" Insertion Mag Flow Meter.

**RECOMMENDATION:** To accept the following attached low quote from USA Bluebook, for a new Insertion Mag Flow Meter. The low quote is \$6,602.00

**DISCUSSION:** The current flow meter in place at the North Booster Station has not worked for several years now. In an effort to get true correct flow readings staff has recommended to in stall the Mag meter in a vault outside of Booster Station. This allows for proper meter installation to achieve correct flow data.

**FISCAL IMPACT:**

Funds for this project will be utilized from the Water system maintenance budget.

**SIGNATURE:**

By: \_\_\_\_\_ Chuck Sliva  
Chuck Sliva, Public Works Director

Approved By: \_\_\_\_\_ Heather Lindsley  
Heather Lindsley, Finance Director

Approved By: \_\_\_\_\_ Tara Vasicek  
Tara Vasicek, City Administrator



# City of Columbus

## Quote Sheet for Purchases

Department: Water Production

Charge to Account Number: 520-54390

Department Head Approval: Chuck Sliva

Finance Director Review: Heather Lindsay  
(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: 2/28/2023 Time: a.m

Vendor Name: USA Blue Book

Vendor Employee Name: Dave

Telephone: 1-800-548-1234

Quote For: 14" FPI Forward Flow Insertion Mag Flow meter

Quote Includes:	Item Totals:
Flow meter, AC converter, 50' cable and 28" sensor	\$6,602.55
<b>Total:</b>	<b>\$6,602.55</b>

Quote Excludes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Delivery Date: 3/31/2023 Shipped By: UPS

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

Tax Excluded

City Employee Obtained Quote: C Sliva

QUOTATION  
 HDSFM  
 D/B/A USABBLUEBOOK  
 PO Box 9004  
 Gurnee, IL 60031-9004  
 Toll free: 1-800-548-1234  
 Fax: (847) 689-3030

NO. 330133  
 Page 1  
 02/21/23

Ship-to: 5  
 CITY OF COLUMBUS  
  
 4528 19TH ST  
 COLUMBUS, NE 68601  
 USA

Bill-to: 306221  
 COLUMBUS CITY OF  
  
 PO BOX 1677  
 COLUMBUS NE 68602  
 USA

REFERENCE # | EXPIRES | SLSP | TERMS | WH | FREIGHT | SHIP VIA  
 CASE RQ-14160 | 03/23/23 | DAV | NET 30 | 01 | FXD/PPD | FEDEXGRND  
 QUOTED BY: DAV | QUOTED TO: JAKE WACHA

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
0446-395S	395S14-028SNQ050A1; 14" FPI FWD FLOW, AC, 50' CBL 28" LNG ** ALLOW 4-6 WEEKS FOR DELIVERY AFTER ORDERING ** 14" Forward Flow FPI Meter AC Converter 50' Cable 28" Sensor Length	1	EA	6541.99	EA	6541.99

Any quoted item(s) without a 5 digit stock # is not normally stocked by USABBlueBook and is not normally returnable for credit UNLESS it is determined to be defective and covered under the vendor's warranty. With this in mind, please carefully review this quote BEFORE ordering to be certain it is appropriate for your application. This quote and all sales by HD Supply Facilities Maintenance, Ltd. d/b/aUSABBlueBook shall be governed exclusively by the Terms of Sale available at [hdsuppliesolutions.com/terms](http://hdsuppliesolutions.com/terms).

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

CONTINUED

QUOTATION  
 HDSFM  
 D/B/A USABLUEBOOK  
 PO Box 9004  
 Gurnee, IL 60031-9004  
 Toll free: 1-800-548-1234  
 Fax: (847) 689-3030

NO. 330133  
 Page 2  
 02/21/23

Ship-to: 5  
 CITY OF COLUMBUS  
  
 4528 19TH ST  
 COLUMBUS, NE 68601  
 USA

Bill-to: 306221  
 COLUMBUS CITY OF  
  
 PO BOX 1677  
 COLUMBUS NE 68602  
 USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
CASE RQ-14160	03/23/23	DAV	NET 30	01	FXD/PPD	FEDEXGRND

QUOTED BY: DAV | QUOTED TO: JAKE WACHA

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
------	-------------	----------	----	-------	----	-----------

TO ORDER --  
 For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABlueBook.

\_\_\_\_\_  
 Authorization Signature

\_\_\_\_\_  
 PO Number (if required)

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
6541.99	.00	.00	60.56	6602.55

USE THIS QUOTE # ON PO's!

# City of Columbus

## Quote Sheet for Purchases

Department: Water Production

Charge to Account Number: 520-54390

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

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

City Administrator Approval: \_\_\_\_\_  
(For Purchases of \$5,000 to \$40,000)

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

Date: 2/28/2023 Time: a.m

Vendor Name: Tactical Flow Meters

Vendor Employee Name: Pete

Telephone: 1-831-244-8080

Quote For: 14" FPI Forward Flow Insertion Mag Flow meter

Quote Includes:	Item Totals:
Flow meter, AC converter, 50' cable and 28" sensor	\$7,270.00
<b>Total:</b>	<b>\$7,270.00</b>

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

Delivery Date: 3/31/2023 Shipped By: UPS

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

Tax Excluded

City Employee Obtained Quote: C Sliva

# City of Columbus

## Quote Sheet for Purchases

Department: Water Production

Charge to Account Number: 520-54390

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

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

City Administrator Approval: \_\_\_\_\_  
(For Purchases of \$5,000 to \$40,000)

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

Date: 2/28/2023 Time: a.m

Vendor Name: McCommitter Inc.

Vendor Employee Name: Jon M

Telephone: 1-800-220-2279

Quote For: 14" FPI Forward Flow Insertion Mag Flow meter

Quote Includes:	Item Totals:
Flow meter, AC converter, 50' cable and 28" sensor	\$8,070.00
<b>Total:</b>	<b>\$8,070.00</b>

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

Delivery Date: 3/27/2023 Shipped By: UPS

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

Tax Excluded

City Employee Obtained Quote: C Sliva

7.G. Resolution No. R23-39 approving agreement with American Legion Hartman Post 84 for use of Pawnee Park baseball facilities.

# Draft

## RESOLUTION NO. R23-39

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH AMERICAN LEGION HARTMAN POST 84 FOR USE OF PAWNEE PARK BASEBALL FACILITIES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with American Legion Hartman Post 84 for use of Pawnee Park baseball facilities, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation, hereinafter referred to as "City" and the American Legion Hartman Post 84, of Columbus, Nebraska, hereinafter referred to as "American Legion" and hereby jointly and mutually agree to the use of Pawnee Park baseball field as follows:

WHEREAS, American Legion Hartman Post 84, has proposed to provide legion baseball at Pawnee Park Baseball field and has requested the City allow the use of this facility for this purpose.

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

1. The City hereby agrees as follows:
  - A) To provide the use of Pawnee Park baseball facilities non-exclusively to the American Legion commencing after the City Council approval at the first council meeting in March of each year and terminating at the February Park Board meeting each year.
  - B) To mow the fields once weekly, weather permitting when and if needed.
  - C) To keep in good repair fences, buildings, (except storage sheds) plumbing, bleachers, and irrigation equipment for the irrigation of the baseball facilities.
  - D) To maintain the parking lot.
  - E) To haul garbage twice a week during the course of the baseball season, if needed.
  - F) To grade the baseball field once during the fall season.
  - G) To maintain the field lights as needed.
  - H) To paint the foul lines as needed, when possible.
  - I) To pay 65% of the electric bills and all water and sewer bills.
  - J) To properly clean the restrooms and toilet facilities at the baseball facility Monday through Friday except holidays.
  - K) To solicit input from American Legion for projects funded by the City during the planning and construction phases of any major ball field, concession stand and press box renovation projects or additions.

planning and construction phases of any major ball field, concession stand and press box renovation projects or additions.

- M) Provide support for those projects being done by the American Legion. All projects must be approved and scheduled with the City prior to construction start.
  - N) To provide forms for all coaches, umpires, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.
  - O) Pay for all background checks for city teams and organizations.
  - P) Provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to American Legion's purpose.
  - Q) All other background checks will be kept confidential.
2. American Legion, in consideration of the City performing the acts and providing the facilities as set forth in Section No. 1 above, hereby agrees to perform the following:
- A) Pay to the City for rental of the concession facilities in accordance with the current fee structure.
  - B) Pay the City for weekend garbage pickup when requested by the American Legion in accordance with the current fee structure.
  - C) To drag and chalk and otherwise mark the baseball field.
  - D) To supply all supplies for maintaining the baseball field (i.e., chalk, cleaning supplies, light bulbs, agrilime).
  - E) To properly clean the restrooms and toilet facilities at the baseball facility on weekends and holidays during the baseball season if used.
  - F) To keep the interior of the concession stand, ticket booth, press box and storage areas clean at all times.
  - G) It is the responsibility of the American Legion to determine if the field is playable.
  - H) To supply light bulbs for the concession stand, ticket booth, and press box.
  - I) American Legion to pay 35% of the actual electricity used per Legion season.

- J) **To police the area for trash each game day. "Area" includes around field, bleachers, under bleachers, concessions stand, dugouts, parking, and deposit in trash barrels.**
- K) That any improvements or changes to said facility have proper approval either by the Public Property Director /Park Superintendent or Park Board.
- L) Provide to the Park Board a complete financial report to include fees, concessions, tournaments, special events, special fundraisers, improvements completed, improvements planned, expenses to include cost for field preparation (i.e. labor, vehicle & etc.) number of participants, games played and club teams, if any, that also utilize said facility and any other financial considerations deemed necessary utilizing the form provided by the City. A written financial report shall be provided to the Park Board by appearance of the organization chairperson by the month designated by the Park Board for said organization.
- M) Provide to the Park Board a listing of projects proposed necessitating City funding in the next FY along with the financial report.
- N) Provide a list of present board members and one contact person along with phone number for the Park Department to communicate with throughout the year.
- O) To provide the City of Columbus a certificate of Liability Insurance before the start of their season each year. The amounts requested are \$1,000,000 per occurrence, \$2,000,000, general aggregate, and minimum coverage for any vehicle used to maintain the field. Amounts of the coverage are minimum amounts and can be greater. **THE CITY OF COLUMBUS MUST BE LISTED AS AN ADDITIONAL INSURED ON SAID POLICY AND CERTIFICATE** provided to the city. By the execution of this contract the American Legion Hartman Post 84 agrees to indemnify and hold the city harmless on any liability which the city might incur as a result of the American Legion Hartman Post 84 or its members use of the facilities.
- P) If the provisions of M, N, O and P that are listed above are not met, said organization does not have the City of Columbus' permission to use said facility.
- Q) The American Legion agrees all profits, after expenses, derived from the usage of Pawnee Park baseball field, be utilized on improvements to Pawnee Park baseball field and Legion baseball.
- R) The American Legion Hartman Post 84 shall inspect the facilities and report to the city any conditions which appear to create a danger to either participants or spectators, prior to the start of the season, during the season, and at the end of the season.

- S) Have all coaches, umpires, league officials, board members, maintenance staff complete background check forms and return to the City of Columbus (Human Resources Dept.)
- T) Ensure that the concession stand, ticket booth, and press box are properly cleaned at the end of the Legion baseball season.
- U) Ensure maintenance of the furnace and ice machine (Legion owned) is performed prior to the start of and end of the season.

Note: The American Legion Post 84 owns the scoreboard and sound system equipment located in the press box and the ice machine location in the concession stand. Maintenance and repairs are the responsibility of Post 84.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

  
 PRESIDENT OF AMERICAN LEGION *ATHLETIC*  
*COM. CHAIR*

KEN ROBINSON  
 PRINTED NAME

KEN ROBINSON@YMAIL.COM  
 EMAIL ADDRESS

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

7.H. Resolution No. R23-40 approving agreement with Columbus Youth Softball Association for use of Bradshaw Park softball facilities.

# Draft

## RESOLUTION NO. R23-40

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

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Columbus Youth Softball Association for use of the Bradshaw Park softball facilities, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation, hereinafter referred to as "City" and the Columbus Youth Softball Association, of Columbus, Nebraska, hereinafter referred to as "CYSA" and hereby jointly and mutually agree to the use of the Bradshaw Park softball fields as follows:

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

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

1. The City hereby agrees as follows:
  - A) To provide the Bradshaw Park softball facility non-exclusively to CYSA commencing after the City Council approval at the first council meeting in March of each year and terminating at the February Park Board meeting each year. CYSA would have priority usage at Bradshaw Park during their season.
  - B) To mow the fields once weekly, weather permitting when and if needed.
  - C) To keep in good repair fences, buildings, plumbing, bleachers, and irrigation equipment for the irrigation of the softball fields except dirt infield sprinklers.
  - D) To maintain the parking lot.
  - E) To haul garbage twice a week during the course of the softball season if needed.
  - F) To grade the softball fields once during the softball season.
  - G) To maintain the field lights as needed.
  - H) To paint the foul lines, when possible.
  - I) To put up and take down sun shades over each dugout. (CYSA to provide and maintain shades during season.)
  - J) To pay 65% of the electric bills and all water and sewer bills.
  - K) To supply toilet paper and cleaning supplies to clean the restrooms Monday through Friday.

- L) To solicit input from CYSA for projects funded by the City during the planning and construction phases of any major ball fields /concession renovation projects or additions.
  - M) Provide support for those projects being done by CYSA. All projects must be approved and scheduled with the City prior to construction start.
  - N) To provide forms for all coaches, umpires, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.
  - O) Pay for all background checks for city teams and organizations.
  - P) Provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to CYSA's purpose.
  - Q) All other background checks will be kept confidential.
2. CYSA, in consideration of the City performing the acts and providing the facilities as set forth in Section No. 1 above, hereby agrees to perform the following:
- A) Pay to the City for the rental of the concession stand facilities in accordance with current fee structures.
  - B) Pay the City for weekend garbage pickup when requested by the CYSA in accordance with current fee structure.
  - C) To drag, chalk, and otherwise mark the softball fields.
  - D) To supply all supplies for maintaining the softball fields.
  - E) To properly clean the restrooms and toilet facilities at the softball facility on weekends and holidays during the softball season if used.
  - F) **To police area for trash each game day. "Area" includes under bleachers, concession stand, around fields, parking areas, and deposit in garbage barrels.**
  - G) To keep the interior of the concession stand and storage area clean at all times.
  - H) To properly run the irrigation system. Provided, however, that the City may from time to time direct CYSA as to the amount of water to supply to various locations within the softball facilities.
  - I) To prepare the fields after rain-outs and it is the CYSA's responsibility to determine if the field is playable.
  - J) To maintain the scoreboards and infield sprinklers. CYSA initiates repair and covers expenses.

- K) To supply light bulbs for the concession stand and storage area.
- L) CYSA to pay 35% of the actual electricity used per season.
- M) To ensure no parking in the concession, bleacher, or shelter areas except for the purpose of loading and unloading supplies.
- N) That any improvements or changes to said facility have prior approval either by the Public Property Director/Park Superintendent or Park Board.
- O) Provide to the Park Board a complete financial report to include fees, concessions, tournaments, special events, special fundraisers, improvements completed, improvements planned, expenses to include cost for field preparation (i.e. labor, marble dust, vehicle & etc.) number of participants, games played and club teams if any that also utilize said facility and any other financial considerations deemed necessary utilizing the attached form provided by the City. A written financial report shall be provided to the Board by appearance of the organization chairperson by the month designated by the Park Board for said organization.
- P) Provide to the Park Board a listing of projects proposed necessitating city funding in the next FY along with the financial report.
- Q) Provide a list of present board members and one contact person along with phone number for the Park Department to communicate with throughout the year.
- R) To provide the City of Columbus certificate of Liability Insurance by March 1<sup>st</sup> of each year. The amounts requested are \$1,000,000 per occurrence, \$2,000,000 general aggregate, and minimum coverage of any vehicle used to maintain the fields. Amounts of coverage are minimum amounts and can be greater. THE CITY OF COLUMBUS MUST BE LISTED AS AN ADDITIONAL INSURED ON SAID POLICY AND CERTIFICATE provided to the city. By the execution of this contract CYSA agrees to indemnify and hold the city harmless on any liability which the city might incur as a result of CYSA's or its members use of the facility.
- S) If the provisions of O, P, Q, and R that are listed above are not met, said organization does not have the City of Columbus permission to use said facility.
- T) The CYSA agree all profits, after expenses, derived from the usage of Bradshaw Park, be utilized on improvements to Bradshaw Park.
- U) The CYSA shall inspect the facilities and report to the city any conditions which appear to create a danger to either participants or spectators.

- V) Have all coaches, umpires, league officials, board members, maintenance staff complete background check forms and return to the City of Columbus (Human Resources Dept.)
  
- W) Inform all out of town teams using city facilities, that all Columbus coaches, umpires, league officials, board members, maintenance staff have had a background check required by the City of Columbus. We would request a similar courtesy from our out of town guests.

DATED THIS 5<sup>th</sup> DAY OF December, 2022.

  
\_\_\_\_\_  
PRESIDENT OF CYSA

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

Brent Johnston  
\_\_\_\_\_  
PRINTED NAME

Brent.johnston@bcl.com  
\_\_\_\_\_  
EMAIL ADDRESS

7.I. Resolution No. R23-41 approving agreement with Columbus Youth Baseball League for use of Centennial Park baseball facilities.

# Draft

## RESOLUTION NO. R23-41

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

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Columbus Youth Baseball League for use of Centennial Park baseball facilities, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation, hereinafter referred to as "City" and the Columbus Youth Baseball League, of Columbus, Nebraska, hereinafter referred to as "CYBL" and hereby jointly and mutually agree as follows:

WHEREAS, the Columbus Youth Baseball League has proposed to provide recreational baseball at Centennial Park and has requested the City allow the use of these facilities for this purpose.

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

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

- L) Provide support for those projects being done by CYBL. All projects must be approved and scheduled with the City prior to construction start.
  - M) To provide forms for all coaches, umpires, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.
  - N) Pay for all background checks for city teams and organizations.
  - O) Provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to CYBL's purpose.
  - P) All other background checks will be kept confidential.
2. CYBL, in consideration of the City performing the acts and providing the facilities as set forth in Paragraph No. 1 above, hereby agrees to perform the following:
- A) Pay to the City for the rental of the concession stand facilities in accordance with the current fee structure.
  - B) Pay the City for weekend garbage pickup when requested by the CYBL in accordance with the current fee structure.
  - C) To drag, chalk, and otherwise mark the baseball fields.
  - D) To supply all supplies for the maintaining of the baseball fields.
  - E) To properly clean the restrooms and toilet facilities at the baseball facility on weekends and holidays, if used.
  - F) To prepare the fields after rainouts, and it is the CYBL's responsibility to determine if the fields are playable.
  - G) To supply light bulbs for the concession stands and storage area at the Centennial Park baseball facilities.
  - H) CYBL to pay 35% of the actual electricity used per season.
  - I) To maintain the scoreboard and infield sprinklers. CYBL initiates repair and covers expenses.
  - J) **To police the area for trash each game day. "Area" includes under bleachers, concession stand, around the fields, parking area, and deposit in trash barrels.**
  - K) To keep the interior of the concession stand and storage area clean at all times.

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

DATED THIS 15<sup>TH</sup> DAY OF DECEMBER, 2022.



PRESIDENT OF CYBL

MAYOR  
CITY OF COLUMBUS

STACY STEFFEN

PRINTED NAME

@SSTEFFEN@FLEXCON.COM

EMAIL ADDRESS

7.J. Resolution No. R23-42 approving agreement with Columbus Mariner Baseball League for use of Berne Square baseball facilities.

**Draft**

**RESOLUTION NO. R23-42**

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

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Columbus Mariners Baseball League for use of Berne Square baseball facilities, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation, hereinafter referred to as "City" and the Columbus Mariners Baseball League, of Columbus, Nebraska, hereinafter referred to as "CMB" and hereby jointly and mutually agree as follows:

WHEREAS, the Columbus Mariners Baseball League has proposed to provide recreational baseball at Berne Square and has requested the City allow the use of this facility for this purpose.

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

1. The City hereby agrees as follows:
  - A) To provide the Berne Square baseball facility non-exclusively to CMB commencing after the City Council approval at the first council meeting in March of each year and terminating at the February Park Board meeting each year.
  - B) To mow the fields once weekly, weather permitting when and if needed.
  - C) To keep in good repair fences, buildings, plumbing, bleachers, and irrigation equipment except for infield sprinklers.
  - D) To maintain the parking lot.
  - E) To haul garbage twice a week during the course of the baseball season, if needed.
  - F) To grade the baseball fields once during the baseball season.
  - G) To maintain the field lights as needed.
  - H) To paint the foul lines as needed, when possible.
  - I) To pay all water and sewer bills at the Berne Square baseball facility.
  - J) To clean and supply toilet paper and cleaning supplies to clean the restrooms Monday through Friday.
  - K) To put up and take down sun shades over the dugout. CMB to provide and maintain the sun shades during the season.

- L) To solicit input from CMB for projects funded by the City during the planning and construction phases of any major field/concession stand renovation projects or additions.
  - M) Provide support for those projects being done by CMB. All projects must be approved and scheduled with the City prior to construction start.
  - N) To provide forms for all coaches, umpires, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.
  - O) Pay for all background checks for city teams and organizations.
  - P) Provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to CMB's purpose.
  - Q) All other background checks will be kept confidential.
2. CMB, in consideration of the City performing the acts and providing the facility as set forth in Paragraph No. 1 above, hereby agrees to perform the following:
- A) Pay to the City for the rental of the concession stand facilities in accordance with the current fee structure.
  - B) Pay the City for weekend garbage pickup when requested by the CMB in accordance with the current fee structure.
  - C) To drag, chalk, and otherwise mark the baseball fields.
  - D) To supply marble dust for the chalking of the baseball field.
  - E) To properly clean the restrooms and toilet facilities at the baseball facility on weekends and holidays, if used.
  - F) To prepare the fields after rainouts, and it is the CMB's responsibility to determine if the fields are playable.
  - G) To supply light bulbs for the concession stands and press box at the Berne Square baseball facility.
  - H) CMB to pay 100% of the actual electricity used per season.
  - I) To maintain the scoreboard and infield sprinklers. CMB initiates repair and covers expenses.
  - J) **To police the area for trash each game day. "Area" includes under bleachers, concession stand, around the fields, parking area, and deposit in trash barrels.**

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

background check required by the City of Columbus. We would request a similar courtesy from our out of town guests.

DATED THIS 20<sup>th</sup> DAY OF Jan, 2023.

  
\_\_\_\_\_  
PRESIDENT OF CMB

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

Cory Reader  
\_\_\_\_\_  
PRINTED NAME

Readers@Rbackent.com - Mariners2022@gmail.com  
\_\_\_\_\_  
EMAIL ADDRESS

7.K. Resolution No. R23-43 authorizing payment of various improvement projects.

# Draft

## RESOLUTION NO. R23-43

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 CAPITAL CITY ELECTRIC INC., PAWNEE PARK BASEBALL LIGHTING, 26,984.55.

WHEREAS, the mayor and council of the City of Columbus, Nebraska, hereby find and determine that pursuant to contract, labor, equipment, and materials have been furnished for improvements in the following designated districts and projects within said City, to wit:

Capitol City Electric, Inc. Pawnee Park Baseball Lighting \$26,984.55

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

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

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

**TO (OWNER):** City of Columbus  
2424 14th St  
PO Box 1677  
Columbus, NE 68602

**PROJECT:** Pawnee Park Baseball Lighting  
3420 Pawnee Plaza  
Columbus, NE 68601

**APPLICATION NO:** 5R  
**PERIOD TO:** 2/24/2023

**DISTRIBUTION TO:**  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

**FROM (CONTRACTOR):** Capitol City Electric, Inc.  
4220 Lucile Drive, Suite 1  
Lincoln, NE 68506

**VIA (ARCHITECT):** Engineering Technologies Inc  
825 M St  
Lincoln, NE 68508

**ARCHITECT'S PROJECT NO:** 2114236731

**CONTRACT FOR:** City of Clumbus

**CONTRACT DATE:** 7/28/2022

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM .....	\$	539,691.00
2. Net Change by Change Orders .....	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	539,691.00
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	539,691.00
<b>5. RETAINAGE:</b>		
a. 0.00 % of Completed Work .....	\$	0.00
b. 0.00 % of Stored Material .....	\$	0.00
Total retainage (Line 5a + 5b) .....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE .....	\$	539,691.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .....	\$	512,706.45
8. CURRENT PAYMENT DUE .....	\$	26,984.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) .....	\$	0.00

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

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

CONTRACTOR: Capitol City Electric, Inc.  
4220 Lucile Drive, Suite 1  
Lincoln, NE 68506

By: Nicole Rademacher Date: 2/24/23  
Nicole Rademacher / Operation Controller

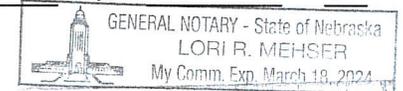
State of: NE

County of: Lancaster

Subscribed and Sworn to before me this 24<sup>th</sup> Day of Feb 20 23

Notary Public: Lori R. Mehser

My Commission Expires : 3-18-2024



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....

\$ **26,984.55**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Richard J. Bogue Date: 2-28-2023  
By: \_\_\_\_\_

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

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

**TO (OWNER):** City of Columbus  
 2424 14th St  
 PO Box 1677  
 Columbus, NE 68602

**PROJECT:** Pawnee Park Baseball Lighting  
 3420 Pawnee Plaza  
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**APPLICATION NO:** 5R  
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 OWNER  
 ARCHITECT  
 CONTRACTOR

**FROM (CONTRACTOR):** Capitol City Electric, Inc.  
 4220 Lucile Drive, Suite 1  
 Lincoln, NE 68506

**VIA (ARCHITECT):** Engineering Technologies Inc  
 825 M St  
 Lincoln, NE 68508

**ARCHITECT'S PROJECT NO:** 2114236731

**CONTRACT FOR:** City of Clumbus

**CONTRACT DATE:** 7/28/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Gear	5,798.00	5,798.00	0.00	0.00	5,798.00	100.00	0.00	0.00
2	Branch Conduit	8,657.00	8,657.00	0.00	0.00	8,657.00	100.00	0.00	0.00
3	Feeder Conduit	7,969.00	7,969.00	0.00	0.00	7,969.00	100.00	0.00	0.00
4	Branch Lighting Conduit	920.00	920.00	0.00	0.00	920.00	100.00	0.00	0.00
5	Branch Wire	1,637.00	1,637.00	0.00	0.00	1,637.00	100.00	0.00	0.00
6	Feeder Wire	9,779.00	9,779.00	0.00	0.00	9,779.00	100.00	0.00	0.00
7	Branch Lighting Wire	20,914.00	20,914.00	0.00	0.00	20,914.00	100.00	0.00	0.00
8	AV System	933.00	933.00	0.00	0.00	933.00	100.00	0.00	0.00
9	Lighting Install	297,018.00	297,018.00	0.00	0.00	297,018.00	100.00	0.00	0.00
10	Lighting Control	78,148.00	78,148.00	0.00	0.00	78,148.00	100.00	0.00	0.00
11	Receptacles/Switches	118.00	118.00	0.00	0.00	118.00	100.00	0.00	0.00
12	Subcontract Excavation	56,094.00	56,094.00	0.00	0.00	56,094.00	100.00	0.00	0.00
13	Layout and Planning	29,500.00	29,500.00	0.00	0.00	29,500.00	100.00	0.00	0.00
14	Project Management	1,418.00	1,418.00	0.00	0.00	1,418.00	100.00	0.00	0.00
15	General Superintendent Time	2,553.00	2,553.00	0.00	0.00	2,553.00	100.00	0.00	0.00
16	Demo	18,235.00	18,235.00	0.00	0.00	18,235.00	100.00	0.00	0.00
<b>REPORT TOTALS</b>		<b>\$539,691.00</b>	<b>\$539,691.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$539,691.00</b>	<b>100.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

7.L. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00516 03/07/2023	A & J GUNS INVOICE	677	AR 2142 RIFLE, FLIP UP SIGHT - MOLCZYK QM	1,261.80	
			Total:	1,261.80	
			Net of 1 Invoices / 0 Checks	1,261.80	
00116 03/07/2023	ACE HARDWARE & GARDEN CNT INVOICE	192067/5	BAR NUT	9.95	
03/07/2023	INVOICE	192066/5	GLUE BOARD, FUEL HOSE KIT, FUEL LINE	25.71	
03/07/2023	INVOICE	192110/5	AIR FILTER	39.98	
03/07/2023	INVOICE	192122/5	SCREW	2.98	
03/07/2023	INVOICE	192119/5	PROPANE	107.38	
03/07/2023	INVOICE	192121/5	NUTS, BOLTS, SCREWS	12.46	
03/07/2023	INVOICE	191975/5	SPRING SNAP	14.34	
03/07/2023	INVOICE	191932/5	PROPANE	102.03	
03/07/2023	INVOICE	191984/5	COUPLE 1", PIPE PVC	20.15	
03/07/2023	INVOICE	192005/5	SANDPAPER	5.99	
03/07/2023	INVOICE	192025/5	VARNISH	25.99	
03/07/2023	INVOICE	192020/5	FAUCET SUPPLY LINE	15.98	
03/07/2023	INVOICE	191920/5	DRAIN SPADE	42.99	
03/07/2023	INVOICE	192043/5	NUT, BOLTS, SCREWS	3.64	
			Total:	429.57	
			Net of 14 Invoices / 0 Checks	429.57	
03104 03/07/2023	ACE SANITATION SERVICE INC. INVOICE	488630049328	GARBAGE SERVICE 2/01-2/28	55.00	
03/07/2023	INVOICE	488630049316	GARBAGE SERVICE 2/01-2/28	55.00	
			Total:	110.00	
			Net of 2 Invoices / 0 Checks	110.00	
00180 03/07/2023	ADVANCE AUTO PARTS INVOICE	5606301060182	FUEL & AIR FILTERS	43.73	
03/07/2023	INVOICE	5606302660673	BED LINER	230.92	
03/07/2023	INVOICE	5606236369863	BEDLINER, FLOOR MATS	374.77	
03/07/2023	INVOICE	5606236369864	STEP BARS	629.87	
03/07/2023	INVOICE	5606304411604	2 - 9003 TWIN 1 EA SYLVN	23.84	
03/07/2023	INVOICE	5606303861048	STABILIZER BAR LINK KIT	48.94	
03/07/2023	INVOICE	5606304761319	BATTERY CLEANER, CATACLEAN FUEL	37.87	
03/07/2023	INVOICE	5606304731021	POR-15 GL BLK QT	62.55	
03/07/2023	INVOICE	5606304661278	BRAKE CLEANER	179.28	
03/07/2023	INVOICE	5606304061098	BRAKE HOSE	31.84	
03/07/2023	INVOICE	5606304161167	SWAY BAR BUSHINGS	19.23	
03/07/2023	INVOICE	5606304561253	AIR FILTER, MAF SENSOR CLEANER	22.66	
			Total:	1,705.50	
			Net of 12 Invoices / 0 Checks	1,705.50	
00102 03/07/2023	AG SPRAY EQUIPMENT INVOICE	634929	SS VALVE, HOSE BARB	24.18	
03/07/2023	INVOICE	636982	HOSE BARB, BALL VALVE, TEE, ADAPTER, DUST C	97.22	
03/07/2023	INVOICE	637496	REMCOR SPRAYER CONTROL	378.82	
			Total:	500.22	
			Net of 3 Invoices / 0 Checks	500.22	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10971 03/07/2023	ALCOHOL COUNTERMEASURE SYSTEMS INC INVOICE	2015691	ALCOHOL REFERENCE SOLUTION	129.80	
			Total:	129.80	
			Net of 1 Invoices / 0 Checks	129.80	
02529 03/07/2023	AMERICAN LEGION HARTMAN POST INVOICE	3012023	BANQUET HALL RENTAL AGREEMENT	950.00	
			Total:	950.00	
			Net of 1 Invoices / 0 Checks	950.00	
10561 03/07/2023	ARNOLD MOTOR SUPPLY INVOICE	78NV062105	CONV TUBING, SHRINK BUTT, 12-10AWG STEP DOW	187.47	
03/07/2023	INVOICE	78NV061715	STD 2 PK MINI LAMP	2.24	
03/07/2023	INVOICE	78NV061375	RV/TRUCK 2 SPEED FAN	73.27	
03/07/2023	INVOICE	78NV060556	FLASHER	5.99	
			Total:	268.97	
			Net of 4 Invoices / 0 Checks	268.97	
10435 03/07/2023	BEST VERSION MEDIA, LLC INVOICE	280875-202304	AD MANAGEMENT FEE	152.00	
			Total:	152.00	
			Net of 1 Invoices / 0 Checks	152.00	
03126 03/07/2023	BIG RED PRINTING INVOICE	83181	BUSINESS CARDS - MATT LINDBERG	94.65	
			Total:	94.65	
			Net of 1 Invoices / 0 Checks	94.65	
00917 03/07/2023	BLACKSTONE PUBLISHING INVOICE	2086912	CD'S	169.62	
			Total:	169.62	
			Net of 1 Invoices / 0 Checks	169.62	
00337 03/07/2023	BOMGAARS INVOICE	35096835	FASTENERS	9.36	
03/07/2023	INVOICE	35099026	OIL BOOSTER	27.99	
03/07/2023	INVOICE	35099543	BOLT CUTTER	24.99	
03/07/2023	INVOICE	35099955	CENTER PUNCH, FASTENERS, HITCH PIN	31.68	
03/07/2023	INVOICE	35108939	PTO PIN, VELCRO	11.68	
03/07/2023	INVOICE	35106282	SPRAY PAINT	31.96	
03/07/2023	INVOICE	35108811	GREASE	89.10	
03/07/2023	INVOICE	35105961	FUEL TRANSFER HOSE	28.99	
03/07/2023	INVOICE	35106062	FUEL FILTER	26.99	
03/07/2023	INVOICE	35109010	HAND PUMP, SIMPLE GREEN CLEANER	196.98	
03/07/2023	INVOICE	35103192	BATTERIES, HAMMER DRILL DRIVER, IMPACY WREN	8,604.61	
03/07/2023	INVOICE	35096954	SNOW PUSHER	85.58	
03/07/2023	INVOICE	35096585	CLOTH FILTER, PROPANE CYLINDER	27.47	
03/07/2023	INVOICE	35103606	DRILL, GREASE FITTING, TAP, FASTENERS, BULK	34.69	
03/07/2023	INVOICE	35096928	FASTENERS	11.16	
03/07/2023	INVOICE	35108492	FASTENERS	19.14	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/07/2023	INVOICE	35105445	GREASE	10.17	
03/07/2023	INVOICE	35105409	FASTENERS & BULK BOLTS	9.76	
Total:				9,282.30	
Net of 18 Invoices / 0 Checks				9,282.30	
00240	BOUND TREE MEDICAL LLC				
03/07/2023	INVOICE	84862516	GLOVES, PARTICULATE RESPIRATOR N95, BP CUFF	1,307.88	
Total:				1,307.88	
Net of 1 Invoices / 0 Checks				1,307.88	
10626	CAPITAL ONE - WALMART				
03/07/2023	INVOICE	723048604754136	TRASH BAGS, SCISSORS, KLEENEX, WHITE VINEGAI	93.59	
03/07/2023	INVOICE	383023646061863	VACUUM, VALENTINE DECORATIONS	68.84	
03/07/2023	INVOICE	423044745473799	AIR SPRAY	27.08	
03/07/2023	INVOICE	723047691604258	WHT GRD FB	25.41	
03/07/2023	INVOICE	723048505454212	BIC 4PK, HANGERS, STAPLES, FACE TISSUE	32.12	
03/07/2023	INVOICE	393026649133041	WFH BLU SUED, BUS NOTEBOOKS	35.88	
03/07/2023	INVOICE	843042666363532	COOKIS	6.47	
03/07/2023	INVOICE	663041530566766	GLUE TRAY, SCRUB SPONGE, WINDEX, DAWN, BOUN	170.70	
Total:				460.09	
Net of 8 Invoices / 0 Checks				460.09	
02578	CAPITOL CITY ELECTRIC				
03/07/2023	INVOICE	5R	PAWNEE PARK BASEBALL LIGHTING	26,984.55	
Total:				26,984.55	
Net of 1 Invoices / 0 Checks				26,984.55	
10604	CASEY'S MAIL SERVICE LLC				
03/07/2023	INVOICE	2603	LIBRARY/MEDIA MAIL	519.44	
Total:				519.44	
Net of 1 Invoices / 0 Checks				519.44	
00060	CDW GOVERNMENT				
03/07/2023	INVOICE	GX15838	ADOBE ACROBAT LICENSES	5,872.86	
Total:				5,872.86	
Net of 1 Invoices / 0 Checks				5,872.86	
00567	CITY OF COLUMBUS				
03/07/2023	INVOICE	300-47516-00 MAR	2WATER & SEWER	42.92	
03/07/2023	INVOICE	300-54059-00 MAR	2WATER & SEWER	89.97	
03/07/2023	INVOICE	200-21960-05 MAR	2WATER & SEWER	124.86	
03/07/2023	INVOICE	200-39575-00 MAR	2WATER & SEWER	26.54	
03/07/2023	INVOICE	300-44985-02 MAR	2WATER & SEWER	25.19	
03/07/2023	INVOICE	300-47518-00 MAR	2WATER & SEWER	37.87	
03/07/2023	INVOICE	300-49615-00 MAR	2WATER & SEWER	15.78	
03/07/2023	INVOICE	300-57933-00 MAR	2WATER & SEWER	57.58	
03/07/2023	INVOICE	300-62105-00 MAR	2WATER & SEWER	37.87	
03/07/2023	INVOICE	300-62155-00 MAR	2WATER & SEWER	25.19	
03/07/2023	INVOICE	100-13650-01 MAR	2WATER & SEWER	389.28	
03/07/2023	INVOICE	200-21805-00 MAR	2WATER & SEWER	100.08	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/07/2023	INVOICE	200-21980-02	MAR 2WATER & SEWER	89.97	
03/07/2023	INVOICE	200-28755-00	MAR 2WATER & SEWER	42.92	
03/07/2023	INVOICE	200-37998-00	MAR 2WATER & SEWER	216.64	
03/07/2023	INVOICE	200-39771-00	MAR 2WATER & SEWER	15.78	
03/07/2023	INVOICE	200-41055-00	MAR 2WATER & SEWER	25.82	
03/07/2023	INVOICE	200-44032-00	MAR 2WATER & SEWER	89.97	
03/07/2023	INVOICE	300-44986-00	MAR 2WATER & SEWER	108.99	
03/07/2023	INVOICE	300-44995-00	MAR 2WATER & SEWER	97.58	
03/07/2023	INVOICE	300-45761-00	MAR 2WATER & SEWER	24.70	
03/07/2023	INVOICE	300-45762-00	MAR 2WATER & SEWER	33.84	
03/07/2023	INVOICE	300-47514-00	MAR 2WATER & SEWER	76.85	
03/07/2023	INVOICE	300-47515-00	MAR 2WATER & SEWER	306.63	
03/07/2023	INVOICE	300-47517-00	MAR 2WATER & SEWER	89.97	
03/07/2023	INVOICE	300-49665-00	MAR 2WATER & SEWER	42.92	
03/07/2023	INVOICE	300-50035-00	MAR 2WATER & SEWER	57.58	
03/07/2023	INVOICE	300-57935-00	MAR 2WATER & SEWER	4,721.61	
03/07/2023	INVOICE	300-57936-00	MAR 2WATER & SEWER	89.97	
03/07/2023	INVOICE	300-57937-00	MAR 2WATER & SEWER	170.94	
03/07/2023	INVOICE	300-61005-00	MAR 2WATER & SEWER	76.84	
03/07/2023	INVOICE	400-65101-00	MAR 2WATER & SEWER	89.97	
03/07/2023	INVOICE	400-69475-00	MAR 2WATER & SEWER	42.92	
03/07/2023	INVOICE	400-81020-00	MAR 2WATER & SEWER	214.29	
03/07/2023	INVOICE	400-70005-01	MAR 2WATER & SEWER	182.25	
03/07/2023	INVOICE	300-57934-00	MAR 2WATER & SEWER	258.88	
03/07/2023	INVOICE	200-39615-01	MAR 2WATER & SEWER	111.84	
03/07/2023	INVOICE	300-57938-00	MAR 2WATER & SEWER	96.94	
Total:				8,349.74	
Net of 38 Invoices / 0 Checks				8,349.74	
03141	COLUMBUS COMMUNITY HOSPITAL				
03/07/2023	INVOICE	10002274	PHARMCY	383.05	
Total:				383.05	
Net of 1 Invoices / 0 Checks				383.05	
00036	COLUMBUS CUSTOM EMBROIDERY				
03/07/2023	INVOICE	E41918	POLOS - KEN STEINER	192.00	
Total:				192.00	
Net of 1 Invoices / 0 Checks				192.00	
03144	COLUMBUS TELEGRAM				
03/07/2023	INVOICE	118-60106294	ADVERTISING	447.00	
03/07/2023	INVOICE	118-60003415	LEGAL NOTICES, MINUTES	589.97	
Total:				1,036.97	
Net of 2 Invoices / 0 Checks				1,036.97	
03146	CONNECTING POINT/RADIO SHACK				
03/07/2023	INVOICE	17132	12-HP 23.8" E24 G4 MONITORS, SPEAKER BAR, M	9,420.00	
Total:				9,420.00	
Net of 1 Invoices / 0 Checks				9,420.00	
02718	CORE & MAIN LP				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/07/2023	INVOICE	R019197	510M S/POINT M2	15,288.69	
			Total:	15,288.69	
			Net of 1 Invoices / 0 Checks	15,288.69	
01525 03/07/2023	CORNHUSKER MARRIOTT HOTEL INVOICE	7113	RICK BOGUS	222.00	
			Total:	222.00	
			Net of 1 Invoices / 0 Checks	222.00	
02447 03/07/2023	CUTTING EDGE LAWN CARE SERVICE INVOICE	2312	ABATEMENT 3417 13TH ST - HIDE-A-BED COUCH	115.00	
			Total:	115.00	
			Net of 1 Invoices / 0 Checks	115.00	
00270 03/07/2023	DANKO EMERGENCY EQUIPMENT INVOICE	128212	DRYSUIT LINERS	1,729.14	
03/07/2023	INVOICE	128307	GEAR REPAIR	224.80	
03/07/2023	INVOICE	128303	TURTLE TILE	9,205.00	
			Total:	11,158.94	
			Net of 3 Invoices / 0 Checks	11,158.94	
03279 03/07/2023	DAS STATE ACCOUNTING INVOICE	1358569	MONTHLY NETWORK CHARGES	256.00	
03/07/2023	INVOICE	1358619	MONTHLY NETWORK CHARGES	1,215.99	
			Total:	1,471.99	
			Net of 2 Invoices / 0 Checks	1,471.99	
03152 03/07/2023	DEMCO INC INVOICE	7259512	COLOR CODING DOT LABELS, ADDRESS, YOUNG ADU.	249.76	
			Total:	249.76	
			Net of 1 Invoices / 0 Checks	249.76	
01594 03/07/2023	DIGITAL-ALLY INC INVOICE	1123060	FABRIC CLIP, FVHD 11" CAMERA CLBLE REPLACEM	190.00	
			Total:	190.00	
			Net of 1 Invoices / 0 Checks	190.00	
00374 03/07/2023	DUNBAR DOUGLAS INVOICE	1312023GOLF	CREDIT CARD FEES REIMBURSEMENT-JAN 2023	401.80	
03/07/2023	INVOICE	1312023GOLF	MONTHLY COMMISSIONS-JAN 2023	866.35	
			Total:	1,268.15	
			Net of 2 Invoices / 0 Checks	1,268.15	
03158 03/07/2023	EAKES OFFICE SOLUTIONS INVOICE	21623	FREIGHT DUE TO BACKORDERED FABRIC	875.00	
03/07/2023	INVOICE	8673992-0	SHARPIES	14.67	
03/07/2023	INVOICE	8670476-0	NOTARY STAMP	30.45	
03/07/2023	INVOICE	8672346-0	PERFED PAPER	71.45	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/07/2023	INVOICE	8672023-0	INK CARTRIDGE	83.78	
03/07/2023	INVOICE	8670094-0	TONER CRTDG, CORRECTION TAPE, STAPLES, LETT	492.35	
03/07/2023	INVOICE	8669155-0	AAA BATTERIES	16.62	
03/07/2023	INVOICE	8669154-0	FRIXION REFILL	11.28	
03/07/2023	INVOICE	INV432902	COPIER CONTRACT	134.68	
03/07/2023	INVOICE	8664104-2	HP730 CARTRIDGE	91.99	
03/07/2023	INVOICE	8664473-0	NAME PLATES	40.75	
03/07/2023	INVOICE	8669722-0	NOTARY PUBLIC RECORD BOOK	17.88	
03/07/2023	INVOICE	8672345-0	PERFED PAPER	142.90	
03/07/2023	INVOICE	INV433489	COPIER CONTRACT	172.08	
Total:				2,195.88	
Net of 14 Invoices / 0 Checks				2,195.88	
03159	EBCSO INDUSTRIES INC				
03/07/2023	INVOICE	1000201751-1	NOVELIST SELECT	1,533.00	
Total:				1,533.00	
Net of 1 Invoices / 0 Checks				1,533.00	
03161	ELECTRICAL ENGINEERING &				
03/07/2023	INVOICE	8130996-00	CLEAR LED BULBS	117.85	
03/07/2023	INVOICE	8173989-00	LED PHOTO CONTROL - SIDE LENS	24.26	
03/07/2023	INVOICE	8168352-00	120V CEIL VENT	200.00	
03/07/2023	INVOICE	8167778-00	AUTO WALL FAN	180.82	
Total:				522.93	
Net of 4 Invoices / 0 Checks				522.93	
03165	FASTENAL COMPANY				
03/07/2023	INVOICE	NECOL248865	MARKING PAINT	231.39	
03/07/2023	INVOICE	NECOL248720	THREAD SEALANT	109.91	
Total:				341.30	
Net of 2 Invoices / 0 Checks				341.30	
00609	FIRST IMPRESSIONS				
03/07/2023	INVOICE	5885	TABLE COVER, BACKDROP	450.00	
Total:				450.00	
Net of 1 Invoices / 0 Checks				450.00	
00169	FRONTIER				
03/07/2023	INVOICE	40256277850209002	NWP ALARM 3/01/23 TO 3/29/23	90.91	
Total:				90.91	
Net of 1 Invoices / 0 Checks				90.91	
00459	GALE				
03/07/2023	INVOICE	79930606	MATERIALS	30.39	
03/07/2023	INVOICE	79990262	MATERIALS	24.80	
03/07/2023	INVOICE	80007294	MATERIALS	190.35	
03/07/2023	INVOICE	80154939	MATERIALS	27.19	
03/07/2023	INVOICE	80178014	MATERIALS	78.72	
03/07/2023	INVOICE	80179758	MATERIALS	75.17	
03/07/2023	INVOICE	80205782	MATERIALS	25.60	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/07/2023	INVOICE	80285907	MATERIALS	24.79	
03/07/2023	INVOICE	80467105	MATERIALS	24.00	
03/07/2023	INVOICE	80605573	MATERIALS	55.98	
03/07/2023	INVOICE	80632810	MATERIALS	119.96	
Total:				676.95	
Net of 11 Invoices / 0 Checks				676.95	
03174	GEHRING CONSTRUCTION & INVOICE	67764	1ST AVE & 24TH STREET	214.00	
Total:				214.00	
Net of 1 Invoices / 0 Checks				214.00	
10214	GRAYBAR ELECTRIC COMPANY INVOICE	9330906847	SM DUPLEX LC-LC FIBER JUMPER	221.52	
Total:				221.52	
Net of 1 Invoices / 0 Checks				221.52	
02075	GREAT PLAINS COMMUNICATIONS INVOICE	139461 4025648127	PHONE/INTERNET CHARGES 02/16 - 03/15	1,413.26	
Total:				1,413.26	
Net of 1 Invoices / 0 Checks				1,413.26	
10888	GRIMES ASPHALT & PAVING CORP INVOICE	23554	COLD MIX	1,027.80	
Total:				1,027.80	
Net of 1 Invoices / 0 Checks				1,027.80	
02904	GUNSLINGERS LLC INVOICE	18985	GLOCK 9MM MAGAZINE - HEESACKER QM	52.50	
Total:				52.50	
Net of 1 Invoices / 0 Checks				52.50	
10556	H2 EQUIPMENT LLC INVOICE	INV-230	RESEAL 1 BLACK HYD CYLINDER	147.30	
Total:				147.30	
Net of 1 Invoices / 0 Checks				147.30	
03183	HADLEY-BRAITHWAIT COMPANY INVOICE	227963	TOILET PAPER, TRASH BAGS, MULTI FOLD TOWELS	292.75	
Total:				292.75	
Net of 1 Invoices / 0 Checks				292.75	
10970	HAVANA STONE LLC INVOICE	204	30% DOWN PAYMENT FOR MURAL	1,115.10	
Total:				1,115.10	
Net of 1 Invoices / 0 Checks				1,115.10	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00272 03/07/2023	HAWKINS INC INVOICE	6404493	CHEMICALS	6,162.32	
			Total:	6,162.32	
			Net of 1 Invoices / 0 Checks	6,162.32	
03185 03/07/2023 03/07/2023	HDR ENGINEERING INC INVOICE INVOICE	1200503307 1200503309	R21-130 - LOST CREEK PARKWAY SEWER PROJECT DESIGN & CONSTRUCTION PHASE-LOST CREEK PRKW	13,414.64 6,667.28	
			Total:	20,081.92	
			Net of 2 Invoices / 0 Checks	20,081.92	
10975 03/07/2023	HEARTLAND OFFICE CLEANERS INVOICE	20186	FEB & MARCH CLEANING	1,040.96	
			Total:	1,040.96	
			Net of 1 Invoices / 0 Checks	1,040.96	
00099 03/07/2023 03/07/2023	HOLIDAY INN OF KEARNEY INVOICE INVOICE	393412 393484	BRIAN BENCK JON LOVELL	114.95 114.95	
			Total:	229.90	
			Net of 2 Invoices / 0 Checks	229.90	
00150 03/07/2023	HOMETOWN LEASING INVOICE	6	COPIER LEASE PAYMENT	175.00	
			Total:	175.00	
			Net of 1 Invoices / 0 Checks	175.00	
10972 03/07/2023	IAPMO INVOICE	0290476-IN	NEBRASKA LICENSE EXAM FEE	250.00	
			Total:	250.00	
			Net of 1 Invoices / 0 Checks	250.00	
10969 03/07/2023	INDELCO PLASTICS CORPORATION INVOICE	INV378403	3/8" TUBE X 3/8" MPT CONNECTOR	71.98	
			Total:	71.98	
			Net of 1 Invoices / 0 Checks	71.98	
03194 03/07/2023 03/07/2023 03/07/2023 03/07/2023 03/07/2023 03/07/2023	INGRAM LIBRARY SERVICES, INC INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	74308608 74351091 74389123 74456788 74510586 74578290	MATERIALS MATERIALS MATERIALS MATERIALS MATERIALS MATERIALS	884.67 118.80 281.81 61.01 227.84 94.97	
			Total:	1,669.10	
			Net of 6 Invoices / 0 Checks	1,669.10	
03199	JACKSON SERVICES INC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/07/2023	INVOICE	4998141	MATS, MOPS, POLISH TOWELS, WINDSHIELD WIPE,	132.72	
03/07/2023	INVOICE	4998992	MATS	65.74	
03/07/2023	INVOICE	4996373	UNIFORMS	262.12	
03/07/2023	INVOICE	4996384	MAT	3.04	
03/07/2023	INVOICE	4996383	UNIFORMS	101.18	
03/07/2023	INVOICE	4996375	UNIFORMS	139.84	
03/07/2023	INVOICE	4997308	UNIFORMS	105.32	
03/07/2023	INVOICE	4994494	UNIFORM	25.70	
03/07/2023	INVOICE	4994503	MAT	27.70	
03/07/2023	INVOICE	4994495	UNIFORMS	82.89	
03/07/2023	INVOICE	4990055	MATS	65.85	
03/07/2023	INVOICE	4991927	UNIFORMS	139.91	
03/07/2023	INVOICE	4993591	MATS, SHOP TOWELS, UNIFORMS	306.43	
03/07/2023	INVOICE	4990039	UNIFORMS	82.97	
03/07/2023	INVOICE	4990038	UNIFORMS	25.77	
03/07/2023	INVOICE	4991937	UNIFORM	27.52	
03/07/2023	INVOICE	4993612	MATS, ROLLER TOWEL, UNIFORMS	138.43	
03/07/2023	INVOICE	4991936	MATS, BAR TOWELS, SHOP TOWELS	32.92	
03/07/2023	INVOICE	4991935	UNIFORMS	101.25	
Total:				1,867.30	
Net of 19 Invoices / 0 Checks				1,867.30	
00523	JOHN DEERE FINANCIAL				
03/07/2023	INVOICE	3641357	FILTERS, AIR FILTERS & CLEANERS, FUEL FILTEI	538.96	
Total:				538.96	
Net of 1 Invoices / 0 Checks				538.96	
02595	K & S TOOL SERVICE				
03/07/2023	INVOICE	120239	DIGITAL MULTIMETER	379.99	
Total:				379.99	
Net of 1 Invoices / 0 Checks				379.99	
03202	KELLY SUPPLY COMPANY				
03/07/2023	INVOICE	S12282180-0	PLUG TUBE FITTINGS	1.73	
03/07/2023	INVOICE	S12282330-0	COUPLING BODY HALF, SQUARE KEYSTOCK	18.88	
03/07/2023	INVOICE	S12282046-0	SEAL KIT, PUMP VOLUTE GASKET	158.49	
Total:				179.10	
Net of 3 Invoices / 0 Checks				179.10	
00348	KLUEVER ERIC A				
03/07/2023	INVOICE	2032023	TUITION REIMBURSEMENT-2021 \$465.00, 2022 \$50	965.00	
Total:				965.00	
Net of 1 Invoices / 0 Checks				965.00	
10586	KNOWBE4 INC.				
03/07/2023	INVOICE	INV239825	SECURITY AWARENESS TRAINING & PHISHER SUBSCI	3,310.66	
Total:				3,310.66	
Net of 1 Invoices / 0 Checks				3,310.66	
02596	LAWSON PRODUCTS				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/07/2023	INVOICE	9310382629	SUPER CROSS PLIERS SET	112.22	
			Total:	112.22	
			Net of 1 Invoices / 0 Checks	112.22	
10944 03/07/2023	LEICA GEOSYSTEMS INC INVOICE	21446887	SURGE PROTECTOR, 24" OFFSET MOUNT, AC POWER	3,125.00	
			Total:	3,125.00	
			Net of 1 Invoices / 0 Checks	3,125.00	
00822 03/07/2023	LINCOLN WINWATER WORKS INVOICE	09092901	REPAIR KIT	355.29	
			Total:	355.29	
			Net of 1 Invoices / 0 Checks	355.29	
00013 03/07/2023	LOGAN CONTRACTORS SUPPLY INC INVOICE	B46735	WAND HARNESS EXTENSION, HEATED HOSE	3,225.56	
			Total:	3,225.56	
			Net of 1 Invoices / 0 Checks	3,225.56	
03215 03/07/2023	M & O DOOR PRODUCTS INVOICE	IN103052	REPAIR LABOR	751.22	
			Total:	751.22	
			Net of 1 Invoices / 0 Checks	751.22	
03078 03/07/2023	MCMaster-CARR INVOICE	92735121	GENERAL PURPOSE TAP, SOCKET HEADSCREWS	109.94	
			Total:	109.94	
			Net of 1 Invoices / 0 Checks	109.94	
03220 03/07/2023	MENARDS INVOICE	80631	FIREWOOD BUNDLE, 300CT MATCH, QUICKSTART, F	29.74	
03/07/2023	INVOICE	80597	WATER, DRILLBITS, UTILITY HANGER, STAORAGE I	58.51	
03/07/2023	INVOICE	80584	WM HOSE 72", INDOOR DRYER VENT KIT	33.98	
03/07/2023	INVOICE	80551	CLOSET ROD	12.99	
03/07/2023	INVOICE	80555	ALUM WASHER, FLANG RIVET, FENDER WASHER	7.38	
03/07/2023	INVOICE	80773	20"X1000' STRETCH WRAP, AA RAYOVAC	33.98	
03/07/2023	INVOICE	80545	RISERS, SPGXT BUSH PVC, TEE PVC	9.75	
03/07/2023	INVOICE	81136	HEXKEY SET, SNAP CLIP, BARB ELBOW, BARB TEE	102.01	
03/07/2023	INVOICE	81066	24" U LED	19.98	
03/07/2023	INVOICE	81083	25' CABLE, SURFACE OUTLET, PLUG	80.13	
03/07/2023	INVOICE	81084	3/8"X200' TWST POLY YELLOW, STUDDED T-POST	66.69	
03/07/2023	INVOICE	81181	MOP, BUCKET, FILM APPLICATION KIT, FROST GL	111.59	
03/07/2023	INVOICE	81192	TAPE, BUBBLE WRAP	80.94	
03/07/2023	INVOICE	81407	WD-40, BRAKELEEN, 3V BATTERY, PAM, BLUE TOW	49.49	
			Total:	697.16	
			Net of 14 Invoices / 0 Checks	697.16	
10752 03/07/2023	MOMS & MOPS INVOICE	22723WATER	CLEANING CENTRAL MAINTENANCE	320.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	320.00	
			Net of 1 Invoices / 0 Checks	320.00	
03230 03/07/2023	MOTION INDUSTRIES INC INVOICE	NE07-00483184	LIME GREEN MESH VESTS	23.00	
			Total:	23.00	
			Net of 1 Invoices / 0 Checks	23.00	
02622 03/07/2023	MOTOROLA SOLUTIONS INC. INVOICE	8281579253	DIGITAL TRUNKING, UPGRADE TO TDMA	9,154.20	
			Total:	9,154.20	
			Net of 1 Invoices / 0 Checks	9,154.20	
00153 03/07/2023	MUELLER SPRINKLERS INVOICE	34290	SPRINKLER REPAIR - WATER MAIN BREAK	82.20	
			Total:	82.20	
			Net of 1 Invoices / 0 Checks	82.20	
10225 03/07/2023	NAPA AUTO PARTS OF COLUMBUS INVOICE	728526	METRIC SEAL, OIL SEAL	173.68	
03/07/2023	INVOICE	728820	BATTERIES	419.56	
03/07/2023	INVOICE	729185	AC FUEL LINE, HOSE CONNECTOR	25.54	
03/07/2023	INVOICE	729435	NAPA LAMPS, HEADLIGHT CONNECTOR	30.95	
03/07/2023	INVOICE	729392	BATTERY	140.64	
			Total:	790.37	
			Net of 5 Invoices / 0 Checks	790.37	
10709 03/07/2023	NDEE INVOICE	89	2023 SWIMMING POOL PERMIT RENEWAL	40.00	
03/07/2023	INVOICE	1856	2023 SWIMMING POOL PERMIT RENEWAL	40.00	
03/07/2023	INVOICE	1845	2023 SWIMMING POOL PERMIT RENEWAL	40.00	
03/07/2023	INVOICE	1310	2023 SWIMMING POOL PERMIT RENEWAL	40.00	
03/07/2023	INVOICE	2142023	ZACHERY SCHOENHOFER - WATER OPERATOR LICENS	115.00	
			Total:	275.00	
			Net of 5 Invoices / 0 Checks	275.00	
00239 03/07/2023	NEBRASKA HARVESTORE SYSTEMS INVOICE	15506	REPLACED ALL SEALS & PISTONS ON HYD EXCHANGI	760.04	
			Total:	760.04	
			Net of 1 Invoices / 0 Checks	760.04	
00444 03/07/2023	NEBRASKA PUBLIC HEALTH INVOICE	561522	WATER TESTING	285.00	
			Total:	285.00	
			Net of 1 Invoices / 0 Checks	285.00	
10973 03/07/2023	NEW YORK STATE LIBRARY INVOICE	3217	PECKHAM GENEALOGY	20.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	20.00	
			Net of 1 Invoices / 0 Checks	20.00	
03246	NORTHEAST NEBRASKA ECONOMIC				
03/07/2023	INVOICE	18	16-CD-201 DRAWDOWN	1,500.00	
03/07/2023	INVOICE	24265	CDBG DPA REUSE JANUARY 2023 ADMIN SERVCIES	37.50	
03/07/2023	INVOICE	24279	CDBG REHAB REUSE JANUARY 2023 ADMIN SERVICE:	93.75	
			Total:	1,631.25	
			Net of 3 Invoices / 0 Checks	1,631.25	
03247	NORTHWEST ELECTRIC LLC				
03/07/2023	INVOICE	716195	REPAIR MOTOR WITH PUMP	2,085.73	
			Total:	2,085.73	
			Net of 1 Invoices / 0 Checks	2,085.73	
00350	NOSWETT FENCING INC				
03/07/2023	INVOICE	14053	REPAIR CHAIN LINK FENCE AT AIRPORT	4,211.56	
			Total:	4,211.56	
			Net of 1 Invoices / 0 Checks	4,211.56	
00358	OBRIST & CO INC				
03/07/2023	INVOICE	12437	SERVICE CALL -CAMERA SEWER LINE	175.00	
			Total:	175.00	
			Net of 1 Invoices / 0 Checks	175.00	
03249	OCCUPATIONAL HEALTH SERV				
03/07/2023	INVOICE	792	NON DOT TESTS	104.00	
03/07/2023	INVOICE	791	COLLECTION & TESTING	1,965.00	
			Total:	2,069.00	
			Net of 2 Invoices / 0 Checks	2,069.00	
02414	O'NEILL WOOD RESOURCES LLC				
03/07/2023	INVOICE	5526	WOOD GRINDING	21,500.00	
			Total:	21,500.00	
			Net of 1 Invoices / 0 Checks	21,500.00	
00176	O'REILLY AUTOMOTIVE INC				
03/07/2023	INVOICE	0681-207917	BRAKE CLEANER, SPOT SPRAYER	156.98	
			Total:	156.98	
			Net of 1 Invoices / 0 Checks	156.98	
00345	PETE LIEN & SONS INC.				
03/07/2023	INVOICE	CD99029276	QUICKLIME FINES	6,686.01	
			Total:	6,686.01	
			Net of 1 Invoices / 0 Checks	6,686.01	
03258	PETTY CASH				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/07/2023	INVOICE	2232023POLICE	PETTY CASH	154.98	
			Total:	154.98	
			Net of 1 Invoices / 0 Checks	154.98	
01010 03/07/2023	PLATTE VALLEY PRINTING INVOICE	11803	PRINTED 250 RANDOM INSPECTION REPORTS	85.80	
			Total:	85.80	
			Net of 1 Invoices / 0 Checks	85.80	
10241 03/07/2023	POMP'S TIRE SERVICE INC. INVOICE	1440016289	FLAT REPAIR	53.00	
			Total:	53.00	
			Net of 1 Invoices / 0 Checks	53.00	
00193 03/07/2023	POWER PLAN INVOICE	1967299	JOHN DEERE 670G - NOISE & VIBRATION WHEN PU'	1,213.38	
			Total:	1,213.38	
			Net of 1 Invoices / 0 Checks	1,213.38	
03261 03/07/2023	PRESTOX INVOICE	31076883	PEST CONTROL - 4630 HOWARD BLVD	57.63	
			Total:	57.63	
			Net of 1 Invoices / 0 Checks	57.63	
10361 03/07/2023	QUADIENT FINANCE USA, INC. INVOICE	2162023	POSTAGE	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
10416 03/07/2023	QUADIENT LEASING USA, INC. INVOICE	N9816211	QUARTERLY MACHINE LEASE PAYMENT	642.63	
			Total:	642.63	
			Net of 1 Invoices / 0 Checks	642.63	
03263 03/07/2023	QUILL CORPORATION INVOICE	30702203	CANARY 8.5X11 REAM PAPER	7.19	
			Total:	7.19	
			Net of 1 Invoices / 0 Checks	7.19	
00138 03/07/2023 03/07/2023	R & R PRODUCTS INC INVOICE INVOICE	CD2756535 CD2757011	WHEEL & TIRE ASSY B-S ENGINE 18HP	213.30 1,681.95	
			Total:	1,895.25	
			Net of 2 Invoices / 0 Checks	1,895.25	
03264 03/07/2023	REARDON LAWN & GARDEN INC INVOICE	2388	CARB, BLADE	75.98	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	75.98	
			Net of 1 Invoices / 0 Checks	75.98	
10643 03/07/2023	RUTT'S HEATING & A/C INC INVOICE	10105	FAN SPEED ERROR	375.00	
			Total:	375.00	
			Net of 1 Invoices / 0 Checks	375.00	
03275 03/07/2023	SECURITY EQUIPMENT INC INVOICE	769149	CW LOUIS STATION-HOSTED ACCESS, COMMERCIAL I	134.50	
03/07/2023	INVOICE	772554	MULTICLASS READER, SERVICE LABOR	819.15	
03/07/2023	INVOICE	772586	SERVICE LABOR	509.01	
			Total:	1,462.66	
			Net of 3 Invoices / 0 Checks	1,462.66	
MISC 03/07/2023	SERC LLC INVOICE	02/22/2023	UB refund for account: 300-59904-00	22.13	
			Total:	22.13	
			Net of 1 Invoices / 0 Checks	22.13	
00465 03/07/2023	SERVICEMASTER BY SHEVLIN INVOICE	9879	MONTHLY JANITORIAL SERVICES	2,413.00	
03/07/2023	INVOICE	9872	MONTHLY JANITORIAL SERVICES	2,075.00	
03/07/2023	INVOICE	9875	MONTHLY JANITORIAL SERVICES	2,095.00	
			Total:	6,583.00	
			Net of 3 Invoices / 0 Checks	6,583.00	
00171 03/07/2023	SETTJE PLUMBING INVOICE	14829	REPLACE GARBAGE DISPOSAL	423.45	
			Total:	423.45	
			Net of 1 Invoices / 0 Checks	423.45	
01090 03/07/2023	SHEVLIN SUPPLY INVOICE	6517	BATH TISSUE, WHITE TOWELS, CENTER PULL TOWEL	123.52	
			Total:	123.52	
			Net of 1 Invoices / 0 Checks	123.52	
01394 03/07/2023	SIRIUS COMPUTER SOLUTIONS INC. INVOICE	INV-000936495	Q-00257808	240,489.45	
			Total:	240,489.45	
			Net of 1 Invoices / 0 Checks	240,489.45	
03280 03/07/2023	STATE OF NEBR DEPT OF REVENUE INVOICE	2282023UTILITY	FEBRUARY 2023 UTILITY SALES TAX	44,979.65	
03/07/2023	INVOICE	2282023POOL	FEBRUARY 2023 POOL SALES TAX	457.92	
03/07/2023	INVOICE	02282023GOLF	FEBRUARY 2023 GOLF SALES	2,232.00	
			Total:	47,669.57	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 3 Invoices / 0 Checks	47,669.57	
00244 03/07/2023	STERICYCLE INC INVOICE	4011582110	MEDICAL WASTE SERVICES	1,061.33	
			Total:	1,061.33	
			Net of 1 Invoices / 0 Checks	1,061.33	
00105 03/07/2023	SUPER SAVER INVOICE	121180	GROCERIES	50.94	
03/07/2023	INVOICE	120426	GROCERY	56.22	
03/07/2023	INVOICE	121093	GROCERIES & SCOURING PADS	41.93	
03/07/2023	INVOICE	120962	GROCERIES	64.38	
03/07/2023	INVOICE	120963	HAMBURGER	481.93	
			Total:	695.40	
			Net of 5 Invoices / 0 Checks	695.40	
00110 03/07/2023	SYSCO LINCOLN INVOICE	461825652	GROCERIES	1,208.96	
03/07/2023	INVOICE	461814052	GROCERIES, TO GO PORTION CUPS AND LIDS	2,529.99	
03/07/2023	INVOICE	461831653	CREDIT - MISPICK	(3.96)	
03/07/2023	INVOICE	461836991	GROCERIES, CAN LINERS, ECOLAB DETERGENT	2,379.64	
03/07/2023	INVOICE	461849031	GROCERIES, CUPS, QUAT SANITIZER, COFFEE	2,181.16	
			Total:	8,295.79	
			Net of 5 Invoices / 0 Checks	8,295.79	
10801 03/07/2023	TARGET SOLUTIONS LEARNING LLC INVOICE	INV67413	TSPREMIER - VECTOR LMS, TARGET SOLUTIONS	1,089.90	
			Total:	1,089.90	
			Net of 1 Invoices / 0 Checks	1,089.90	
10237 03/07/2023	TELEFLEX LLC INVOICE	9506637048	EZ-IO 45MM & 25MM NEEDLES	1,115.50	
			Total:	1,115.50	
			Net of 1 Invoices / 0 Checks	1,115.50	
10271 03/07/2023	THE HOME DEPOT PRO INVOICE	726522451	PURELL SOAP	39.95	
			Total:	39.95	
			Net of 1 Invoices / 0 Checks	39.95	
10326 03/07/2023	THE LIFEGUARD STORE INVOICE	INV001279971	MINI WHISTLES	13.75	
03/07/2023	INVOICE	INV001280186	POCKET MASK, RESCUE TUBE, WHISTLES, LANYARD:	849.96	
			Total:	863.71	
			Net of 2 Invoices / 0 Checks	863.71	
03128 03/07/2023	TIRE OUTLET INC INVOICE	222774	4-TIRES, 6 REPAIRS	1,372.62	
03/07/2023	INVOICE	234993	4 - USED TRUCK TIRES, 2 - REPAIRS	470.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,842.62	
			Net of 2 Invoices / 0 Checks	1,842.62	
10588	TOO FAST SUPPLY				
03/07/2023	INVOICE	380544	3/8" DR IMP HEX DRIVER 7PC SET-METRIC/FRAC	119.98	
03/07/2023	INVOICE	380545	MARKING PAINT	60.33	
			Total:	180.31	
			Net of 2 Invoices / 0 Checks	180.31	
01564	TOOLEY DRUG				
03/07/2023	INVOICE	01111759	CONTOUR NEXT	140.33	
			Total:	140.33	
			Net of 1 Invoices / 0 Checks	140.33	
00550	TRUCK CENTER COMPANIES				
03/07/2023	INVOICE	XA111025694:01	TANK-AIR STL SPLIT, U-BOLT	485.92	
			Total:	485.92	
			Net of 1 Invoices / 0 Checks	485.92	
00357	TURFWERKS				
03/07/2023	INVOICE	0I54368	SEAL-JAC, SEAL-OIL, GASKET	86.04	
			Total:	86.04	
			Net of 1 Invoices / 0 Checks	86.04	
10298	TY'S OUTDOOR POWER & SERVICE				
03/07/2023	INVOICE	198261	LATCH STRAP, CLEVIS PIN	20.78	
			Total:	20.78	
			Net of 1 Invoices / 0 Checks	20.78	
00100	U & I SANITATION				
03/07/2023	INVOICE	8843-293	FEBRUARY SERVICE	50.00	
03/07/2023	INVOICE	8843-391	FEBRUARY SERVICE	85.00	
			Total:	135.00	
			Net of 2 Invoices / 0 Checks	135.00	
00298	UPS STORE				
03/07/2023	INVOICE	8954A	OLP DOOR HANGERS	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
03294	USA BLUE BOOK				
03/07/2023	INVOICE	256175	3 - MICROLEVELS	2,703.75	
			Total:	2,703.75	
			Net of 1 Invoices / 0 Checks	2,703.75	
02708	WELLNESS PARTNERS LLC				
03/07/2023	INVOICE	4667	NEWSLETTER	10.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
00385 03/07/2023	WEST POINT IMPLEMENT OF INVOICE	I507664	HITCH PIN	38.35	
			Total:	38.35	
			Net of 1 Invoices / 0 Checks	38.35	
			invoices and 0 checks for 119 vendors:	526,703.96	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
84791	DANKO EMERGENCY EQUIPMENT	02/21/2023	03/07/2023	9,205.00	9,205.00	Open	N
84842	HAWKINS INC	02/15/2023	03/07/2023	6,162.32	6,162.32	Open	N
84873	CDW GOVERNMENT	02/21/2023	03/07/2023	5,872.86	5,872.86	Open	N
84894	PETE LIEN & SONS INC.	02/13/2023	03/07/2023	6,686.01	6,686.01	Open	N
84936	BOMGAARS	02/02/2023	03/07/2023	8,604.61	8,604.61	Open	N
85016	MOTOROLA SOLUTIONS INC.	02/24/2023	03/07/2023	9,154.20	9,154.20	Open	N
85091	HDR ENGINEERING INC	02/28/2023	03/07/2023	6,667.28	6,667.28	Open	N
# of Invoices:	7	# Due:	7	Totals:	52,352.28	52,352.28	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					52,352.28	52,352.28	

--- TOTALS BY FUND ---

100 - GENERAL FUND	30,226.51	30,226.51
200 - STREETS/ENGINEERING	543.78	543.78
205 - AIRPORT	326.27	326.27
220 - COMMUNICATIONS - E911	326.27	326.27
500 - UTILITY SERVICE	7,229.79	7,229.79
520 - WATER	13,047.12	13,047.12
570 - SOLID WASTE DIVISION	652.54	652.54

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	652.54	652.54
102 - COLUMBUS AREA TRANSIT	326.27	326.27
103 - COLUMBUS COMMUNITY CENTER	326.27	326.27
108 - HUMAN RESOURCES	326.27	326.27
110 - POLICE	9,806.74	9,806.74
120 - FIRE	18,135.88	18,135.88
145 - COMMUNITY DEVELOPMENT	326.27	326.27
150 - PARKS	326.27	326.27
200 - STREETS	543.78	543.78
205 - AIRPORT	326.27	326.27
220 - E911	326.27	326.27
500 - WASTEWATER COLLECTION	217.51	217.51
501 - WASTEWATER TREATMENT FAC	7,012.28	7,012.28
520 - WATER	13,047.12	13,047.12
570 - TRANSFER STATION	652.54	652.54

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	BRIAN BENCK	34.48	
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	412.00	
100-100-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	652.54	
100-100-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHF	12-HP 23.8" E24 G4 MONITORS, SPEAKER BF	225.00	
100-100-53400	COMPUTER SUPPORT/MAINT	GRAYBAR ELECTRIC COMPANY	SM DUPLEX LC-LC FIBER JUMPER	221.52	
100-100-53400	COMPUTER SUPPORT/MAINT	KNOWBE4 INC.	SECURITY AWARENESS TRAINING & PHISHER S	3,310.66	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	131.59	
100-100-54310	BUILDING MAINTENANCE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	2,075.00	
100-100-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	LEGAL NOTICES, MINUTES	589.97	
100-100-55900	MISCELLANEOUS	AMERICAN LEGION HARTMAN PC	BANQUET HALL RENTAL AGREEMENT	950.00	
100-100-56010	SUPPLIES	SHEVLIN SUPPLY	BATH TISSUE, WHITE TOWELS, CENTER PULL	123.52	
100-100-56020	OFFICE SUPPLIES	BIG RED PRINTING	BUSINESS CARDS - MATT LINDBERG	94.65	
100-100-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	WFH BLU SUED, BUS NOTEBOOKS	35.88	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	FRIXION REFILL	103.27	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT FINANCE USA, INC.	POSTAGE	1,000.00	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT LEASING USA, INC.	QUARTERLY MACHINE LEASE PAYMENT	642.63	
100-100-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	89.97	
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	144.86	
100-100-56410	BOOKS AND PUBLICATIONS	WELLNESS PARTNERS LLC	NEWSLETTER	10.00	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	EAKES OFFICE SOLUTIONS	FREIGHT DUE TO BACKORDERED FABRIC	280.00	
100-100-57510	CAPITAL-EQUIPMENT	SIRIUS COMPUTER SOLUTIONS	Q-00257808	240,489.45	
100-100-57510-23002	CAPITAL-EQUIPMENT	LEICA GEOSYSTEMS INC	SURGE PROTECTOR, 24" OFFSET MOUNT, AC E	3,125.00	
Total For Dept 100 GENERAL ADMINISTRATION				254,741.99	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	326.27	
100-102-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	97.58	
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	14.60	
Total For Dept 102 COLUMBUS AREA TRANSIT				438.45	
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-53400-III-B	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	108.75	
100-103-53400-III-B	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHF	12-HP 23.8" E24 G4 MONITORS, SPEAKER BF	523.33	
100-103-53400-III-C	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	108.76	
100-103-53400-III-C	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHF	12-HP 23.8" E24 G4 MONITORS, SPEAKER BF	523.33	
100-103-53400-III-E	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	108.76	
100-103-53400-III-E	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHF	12-HP 23.8" E24 G4 MONITORS, SPEAKER BF	523.34	
100-103-56010-III-B	SUPPLIES	CAPITAL ONE - WALMART	VACUUM, VALENTINE DECORATIONS	59.00	
100-103-56010-III-B	SUPPLIES	SYSCO LINCOLN	GROCERIES, CAN LINERS, ECOLAB DETERGENT	61.22	
100-103-56010-III-C	SUPPLIES	SUPER SAVER	GROCERIES & SCOURING PADS	5.94	
100-103-56010-III-C	SUPPLIES	SYSCO LINCOLN	GROCERIES, TO GO PORTION CUPS AND LIDS	89.22	
100-103-56020-III-B	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	NAME PLATES	20.38	
100-103-56020-III-C	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	NAME PLATES	20.37	
100-103-56030-III-B	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	13.85	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	13.85	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	SYSCO LINCOLN	GROCERIES, CAN LINERS, ECOLAB DETERGENT	466.89	
100-103-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	36.51	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES	689.46	
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	GROCERIES	7,613.31	
100-103-56400-III-B	PROGRAMS	CAPITAL ONE - WALMART	VACUUM, VALENTINE DECORATIONS	9.84	
100-103-56400-III-B	PROGRAMS	SYSCO LINCOLN	GROCERIES, CUPS, QUAT SANITIZER, COFFEE	65.15	
Total For Dept 103 COLUMBUS COMMUNITY CENTER				11,061.26	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 105 FINANCE					
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	36.51	
Total For Dept 105 FINANCE				36.51	
Dept 106 CITY CLERK					
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	29.21	
Total For Dept 106 CITY CLERK				29.21	
Dept 108 HUMAN RESOURCES					
100-108-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	326.27	
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	7.30	
Total For Dept 108 HUMAN RESOURCES				333.57	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	PETTY CASH	PETTY CASH	104.73	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	FIRST IMPRESSIONS	TABLE COVER, BACKDROP	450.00	
100-110-52810	UNIFORMS-QUARTERMASTER	A & J GUNS	AR 2142 RIFLE, FLIP UP SIGHT - MOLCZYK	1,261.80	
100-110-52810	UNIFORMS-QUARTERMASTER	GUNSLINGERS LLC	GLOCK 9MM MAGAZINE - HEESACKER QM	52.50	
100-110-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	652.54	
100-110-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	MULTICLASS READER, SERVICE LABOR	819.15	
100-110-54320	EQUIPMENT MAINTENANCE	ALCOHOL COUNTERMEASURE SYS	ALCOHOL REFERENCE SOLUTION	129.80	
100-110-54320	EQUIPMENT MAINTENANCE	DIGITAL-ALLY INC	FABRIC CLIP, FVHD 11" CAMERA CLBLE REPI	190.00	
100-110-54320	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	306.76	
100-110-54380	MAINTENANCE AGREEMENTS	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	256.00	
100-110-56010	SUPPLIES	CAPITAL ONE - WALMART	TRASH BAGS, SCISSORS, KLEENEX, WHITE VI	81.99	
100-110-56010	SUPPLIES	MENARDS	FIREWOOD BUNDLE, 300CT MATCH, QUICKSTAF	110.68	
100-110-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	TRASH BAGS, SCISSORS, KLEENEX, WHITE VI	11.60	
100-110-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	2,413.00	
100-110-56040	POSTAGE AND FREIGHT	PETTY CASH	PETTY CASH	50.25	
100-110-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	149.56	
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	412.83	
100-110-57510-21001	CAPITAL-EQUIPMENT	MOTOROLA SOLUTIONS INC.	DIGITAL TRUNKING, UPGRADE TO TDMA	9,154.20	
Total For Dept 110 POLICE				16,607.39	
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	KLUEVER ERIC A	TUITION REIMBURSEMENT-2021 \$465.00, 202	482.50	
100-120-52700	TRAINING AND TUITION	TARGET SOLUTIONS LEARNING	TSPREMIER - VECTOR LMS, TARGET SOLUTION	272.48	
100-120-52900	EMPLOYEE HEALTH	OCCUPATIONAL HEALTH SERV	NON DOT TESTS	52.00	
100-120-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	326.27	
100-120-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	28.81	
100-120-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	FAN SPEED ERROR	187.50	
100-120-54310	BUILDING MAINTENANCE	SECURITY EQUIPMENT INC	CW LOUIS STATION-HOSTED ACCESS, COMMERC	67.25	
100-120-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	BAR NUT	9.95	
100-120-54330	VEHICLE MAINTENANCE	ELECTRICAL ENGINEERING &	CLEAR LED BULBS	117.85	
100-120-56010	SUPPLIES	BOMGAARS	HAND PUMP, SIMPLE GREEN CLEANER	189.99	
100-120-56010	SUPPLIES	DANKO EMERGENCY EQUIPMENT	DRYSUIT LINERS	1,729.14	
100-120-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	87.50	
100-120-56030	CLEANING SUPPLIES/SERVICE	BOMGAARS	HAND PUMP, SIMPLE GREEN CLEANER	6.99	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWELS, WINDSHIELD W	66.36	
100-120-56030	CLEANING SUPPLIES/SERVICE	THE HOME DEPOT PRO	PURELL SOAP	39.95	
100-120-56190-20022	PERSONAL PROTECTIVE SUPP	DANKO EMERGENCY EQUIPMENT	GEAR REPAIR	224.80	
100-120-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	136.12	
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	120.49	
100-120-57510-23011	CAPITAL-EQUIPMENT	BOMGAARS	BATTERIES, HAMMER DRILL DRIVER, IMPACY	8,604.61	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 120 FIRE					
100-120-57510-23011	CAPITAL-EQUIPMENT	DANKO EMERGENCY EQUIPMENT	TURTLE TILE	9,205.00	
Total For Dept 120 FIRE				21,955.56	
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	KLUEVER ERIC A	TUITION REIMBURSEMENT-2021 \$465.00, 202	482.50	
100-121-52700	TRAINING AND TUITION	TARGET SOLUTIONS LEARNING	TSPREMIER - VECTOR LMS, TARGET SOLUTION	544.95	
100-121-52900	EMPLOYEE HEALTH	OCCUPATIONAL HEALTH SERV	NON DOT TESTS	52.00	
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	
100-121-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	FAN SPEED ERROR	187.50	
100-121-54310	BUILDING MAINTENANCE	SECURITY EQUIPMENT INC	CW LOUIS STATION-HOSTED ACCESS, COMMERC	67.25	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	GLOVES, PARTICULATE RESPIRATOR N95, BP	168.87	
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPIT	PHARMCY	383.05	
100-121-56010	SUPPLIES	TELEFLEX LLC	EZ-IO 45MM & 25MM NEEDLES	1,115.50	
100-121-56010	SUPPLIES	TOOLEY DRUG	CONTOUR NEXT	140.33	
100-121-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	87.50	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWELS, WINDSHIELD W	66.36	
100-121-56190	PERSONAL PROTECTIVE SUPP	BOUND TREE MEDICAL LLC	GLOVES, PARTICULATE RESPIRATOR N95, BP	1,139.01	
100-121-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	136.10	
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	120.49	
Total For Dept 121 RESCUE				5,781.56	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	TARGET SOLUTIONS LEARNING	TSPREMIER - VECTOR LMS, TARGET SOLUTION	272.47	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				272.47	
Dept 130 LIBRARY					
100-130-55400	ADVERTISING AND PROMOTION	BEST VERSION MEDIA, LLC	AD MANAGEMENT FEE	152.00	
100-130-55400	ADVERTISING AND PROMOTION	COLUMBUS TELEGRAM	ADVERTISING	447.00	
100-130-56010-MTRLS	SUPPLIES	DEMCO INC	COLOR CODING DOT LABELS, ADDRESS, YOUNG	249.76	
100-130-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	WHT GRD FB	25.41	
100-130-56020	OFFICE SUPPLIES	QUILL CORPORATION	CANARY 8.5X11 REAM PAPER	7.19	
100-130-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	2,095.00	
100-130-56040-ILILO	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	LIBRARY/MEDIA MAIL	519.44	
100-130-56040-ILILO	POSTAGE AND FREIGHT	NEW YORK STATE LIBRARY	PECKHAM GENEALOGY	20.00	
100-130-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	100.08	
100-130-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	102.23	
100-130-56250	REFUSE	U & I SANITATION	FEBRUARY SERVICE	50.00	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD'S	169.62	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	MATERIALS	676.95	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	1,338.12	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	74.36	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	EBSCO INDUSTRIES INC	NOVELIST SELECT	1,533.00	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	256.62	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	EAKES OFFICE SOLUTIONS	FREIGHT DUE TO BACKORDERED FABRIC	595.00	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	HAVANA STONE LLC	30% DOWN PAYMENT FOR MURAL	1,115.10	
Total For Dept 130 LIBRARY				9,526.88	
Dept 140 CEMETERY					
100-140-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHF	12-HP 23.8" E24 G4 MONITORS, SPEAKER BF	1,345.00	
100-140-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	25.82	
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	7.30	

UNJOURNALIZED  
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 140 CEMETERY					
Total For Dept 140 CEMETERY				1,378.12	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	BRIAN BENCK	23.00	
100-145-52700	TRAINING AND TUITION	IAPMO	NEBRASKA LICENSE EXAM FEE	250.00	
100-145-52800	UNIFORMS	COLUMBUS CUSTOM EMBROIDERY	POLOS - KEN STEINER	192.00	
100-145-53200	PROFESSIONAL SERVICES	CUTTING EDGE LAWN CARE SE	ABATEMENT 3417 13TH ST - HIDE-A-BED COU	115.00	
100-145-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	326.27	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	SHARPIES	79.62	
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	36.51	
Total For Dept 145 COMMUNITY DEVELOPMENT				1,022.40	
Dept 150 PARKS					
100-150-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	BRIAN BENCK	23.00	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	572.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORM	51.47	
100-150-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	326.27	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	SPRING SNAP	30.32	
100-150-54310	BUILDING MAINTENANCE	ELECTRICAL ENGINEERING &	LED PHOTO CONTROL - SIDE LENS	24.26	
100-150-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	SCREW	34.96	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	STD 2 PK MINI LAMP	75.51	
100-150-54320	EQUIPMENT MAINTENANCE	BOMGAARS	OIL BOOSTER	103.15	
100-150-54320	EQUIPMENT MAINTENANCE	H2 EQUIPMENT LLC	RESEAL 1 BLACK HYD CYLINDER	147.30	
100-150-54320	EQUIPMENT MAINTENANCE	R & R PRODUCTS INC	WHEEL & TIRE ASSY	213.30	
100-150-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	873.85	
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	29.21	
100-150-57200-21059	CAPITAL-LAND & BUILDINGS	CAPITOL CITY ELECTRIC	PAWNEE PARK BASEBALL LIGHTING	26,984.55	
Total For Dept 150 PARKS				29,489.15	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-52800	UNIFORMS	THE LIFEGUARD STORE	MINI WHISTLES	251.25	
100-151-54320	EQUIPMENT MAINTENANCE	NORTHWEST ELECTRIC LLC	REPAIR MOTOR WITH PUMP	2,085.73	
100-151-55920	MISC FEES	NDEE	2023 SWIMMING POOL PERMIT RENEWAL	120.00	
100-151-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	306.63	
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	14.60	
100-151-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	FEBRUARY 2023 POOL SALES TAX	10.79	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				2,789.00	
Dept 152 AQUATIC CENTER POOL					
100-152-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	12-HP 23.8" E24 G4 MONITORS, SPEAKER B	1,570.00	
100-152-54310	BUILDING MAINTENANCE	MENARDS	CLOSET ROD	12.99	
100-152-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	SEAL KIT, PUMP VOLUTE GASKET	158.49	
100-152-54520	EQUIPMENT RENTAL/PURCHASE	THE LIFEGUARD STORE	POCKET MASK, RESCUE TUBE, WHISTLES, LAN	299.96	
100-152-55920	MISC FEES	NDEE	2023 SWIMMING POOL PERMIT RENEWAL	40.00	
100-152-56200	TEACHING SUPPLIES	THE LIFEGUARD STORE	POCKET MASK, RESCUE TUBE, WHISTLES, LAN	312.50	
100-152-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	216.64	
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	14.60	
100-152-56400	PROGRAMS	CAPITAL ONE - WALMART	COOKIS	6.47	
100-152-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	FEBRUARY 2023 POOL SALES TAX	447.13	
Total For Dept 152 AQUATIC CENTER POOL				3,078.78	
Dept 155 VAN BERG GOLF COURSE					
100-155-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS-JAN 2023	31.40	
100-155-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS-JAN 2023	5.24	

UNJOURNALIZED  
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 155 VAN BERG GOLF COURSE					
100-155-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS-JAN 2023	93.31	
100-155-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	COUPLING BODY HALF, SQUARE KEYSTOCK	18.88	
100-155-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBUS	METRIC SEAL, OIL SEAL	314.32	
100-155-54320	EQUIPMENT MAINTENANCE	R & R PRODUCTS INC	B-S ENGINE 18HP	1,681.95	
100-155-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	CARB, BLADE	75.98	
100-155-54330	VEHICLE MAINTENANCE	NAPA AUTO PARTS OF COLUMBUS	AC FUEL LINE, HOSE CONNECTOR	25.54	
100-155-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	37.87	
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	21.91	
100-155-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	FEBRUARY 2023 GOLF SALES	350.97	
Total For Dept 155 VAN BERG GOLF COURSE				2,657.37	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS-JAN 2023	177.94	
100-156-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS-JAN 2023	29.69	
100-156-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS-JAN 2023	528.77	
100-156-54310	BUILDING MAINTENANCE	ELECTRICAL ENGINEERING &	120V CEIL VENT	380.82	
100-156-54310	BUILDING MAINTENANCE	MENARDS	WM HOSE 72", INDOOR DRYER VENT KIT	33.98	
100-156-54310	BUILDING MAINTENANCE	SETTJE PLUMBING	REPLACE GARBAGE DISPOSAL	423.45	
100-156-54320	EQUIPMENT MAINTENANCE	AG SPRAY EQUIPMENT	SS VALVE, HOSE BARB	500.22	
100-156-54320	EQUIPMENT MAINTENANCE	MENARDS	RISERS, SPGXT BUSH PVC, TEE PVC	9.75	
100-156-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBUS	BATTERIES	419.56	
100-156-54320	EQUIPMENT MAINTENANCE	TURFWERKS	SEAL-JAC, SEAL-OIL, GASKET	86.04	
100-156-54330	VEHICLE MAINTENANCE	NAPA AUTO PARTS OF COLUMBUS	NAPA LAMPS, HEADLIGHT CONNECTOR	30.95	
100-156-55920	MISC FEES	DUNBAR DOUGLAS	CREDIT CARD FEES REIMBURSEMENT-JAN 2023	401.80	
100-156-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	CONV TUBING, SHRINK BUTT, 12-10AWG STEEL	187.47	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORM	27.52	
100-156-56010	SUPPLIES	MENARDS	20"X1000' STRETCH WRAP, AA RAYOVAC	33.98	
100-156-56010	SUPPLIES	TOO FAST SUPPLY	3/8" DR IMP HEX DRIVER 7PC SET-METRIC/E	119.98	
100-156-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	63.06	
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	58.42	
100-156-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	FEBRUARY 2023 GOLF SALES	1,881.03	
100-156-57200-23020	CAPITAL-LAND & BUILDINGS	ADVANCE AUTO PARTS	POR-15 GL BLK QT	62.55	
Total For Dept 156 QUAIL RUN GOLF COURSE				5,456.98	
Total For Fund 100 GENERAL FUND				366,656.65	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	CORNHUSKER MARRIOTT HOTEL	RICK BOGUS	222.00	
200-200-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	BRIAN BENCK	57.48	
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	305.00	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	502.53	
200-200-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	106.66	
200-200-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	543.78	
200-200-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	12-HP 23.8" E24 G4 MONITORS, SPEAKER B	3,140.00	
200-200-54320	EQUIPMENT MAINTENANCE	BOMGAARS	PTO PIN, VELCRO	100.78	
200-200-54320	EQUIPMENT MAINTENANCE	JOHN DEERE FINANCIAL	FILTERS, AIR FILTERS & CLEANERS, FUEL F	538.96	
200-200-54320	EQUIPMENT MAINTENANCE	LOGAN CONTRACTORS SUPPLY	1WARD HARNESS EXTENSION, HEATED HOSE	3,225.56	
200-200-54320	EQUIPMENT MAINTENANCE	POWER PLAN	JOHN DEERE 670G - NOISE & VIBRATION WHE	1,213.38	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	AIR FILTER	249.39	
200-200-56010	SUPPLIES	BOMGAARS	FASTENERS	9.36	
200-200-56010	SUPPLIES	GRIMES ASPHALT & PAVING CO	COLD MIX	1,027.80	
200-200-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	TOILET PAPER, TRASH BAGS, MULTI FOLD TC	97.58	

UNJOURNALIZED  
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-56010	SUPPLIES	TOO FAST SUPPLY	MARKING PAINT	60.33	
200-200-56190	PERSONAL PROTECTIVE SUPP	MOTION INDUSTRIES INC	LIME GREEN MESH VESTS	23.00	
200-200-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	291.96	
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	29.21	
200-200-56250	REFUSE	ACE SANITATION SERVICE INC	GARBAGE SERVICE 2/01-2/28	55.00	
200-200-57520-21011	CAPITAL-VEHICLES	ADVANCE AUTO PARTS	BED LINER	1,235.56	
Total For Dept 200 STREETS				13,035.32	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	66.02	
200-202-56010	SUPPLIES	ADVANCE AUTO PARTS	BATTERY CLEANER, CATACLEAN FUEL	9.36	
200-202-56010	SUPPLIES	BOMGAARS	CENTER PUNCH, FASTENERS, HITCH PIN	31.68	
200-202-56090	SMALL TOOLS	BOMGAARS	BOLT CUTTER	24.99	
200-202-56090	SMALL TOOLS	K & S TOOL SERVICE	DIGITAL MULTIMETER	379.99	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	FUEL & AIR FILTERS	194.91	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	FLASHER	5.99	
200-202-56130	SUPPLIES FOR RESALE	BOMGAARS	SPRAY PAINT	31.96	
200-202-56130	SUPPLIES FOR RESALE	TY'S OUTDOOR POWER & SERV	LATCH STRAP, CLEVIS PIN	20.78	
200-202-56130	SUPPLIES FOR RESALE	WEST POINT IMPLEMENT OF	HITCH PIN	38.35	
Total For Dept 202 MECHANICS SHOP				804.03	
Total For Fund 200 STREETS/ENGINEERING				13,839.35	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	326.27	
205-205-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	12-HP 23.8" E24 G4 MONITORS, SPEAKER B	1,570.00	
205-205-54320	EQUIPMENT MAINTENANCE	POMP'S TIRE SERVICE INC.	FLAT REPAIR	53.00	
205-205-55210	CLAIMS AND SETTLEMENTS	NOSWETT FENCING INC	REPAIR CHAIN LINK FENCE AT AIRPORT	4,211.56	
205-205-56010	SUPPLIES	BOMGAARS	FUEL TRANSFER HOSE	55.98	
205-205-56010	SUPPLIES	MENARDS	WD-40, BRAKELEEN, 3V BATTERY, PAM, BLUE	49.49	
205-205-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	INK CARTRIDGE	83.78	
205-205-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	FEB & MARCH CLEANING	520.48	
205-205-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	26.54	
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	21.91	
205-205-56260	UTILITIES - FSS BUILDING	CITY OF COLUMBUS	WATER & SEWER	55.92	
205-205-56260	UTILITIES - FSS BUILDING	U & I SANITATION	FEBRUARY SERVICE	42.50	
Total For Dept 205 AIRPORT				7,017.43	
Total For Fund 205 AIRPORT				7,017.43	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	326.27	
220-220-53400	COMPUTER SUPPORT/MAINT	EAKES OFFICE SOLUTIONS	TONER CRTDG, CORRECTION TAPE, STAPLES,	448.98	
220-220-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	SERVICE LABOR	509.01	
220-220-56010	SUPPLIES	CAPITAL ONE - WALMART	AIR SPRAY	40.04	
220-220-56010	SUPPLIES	MENARDS	MOP, BUCKET, FILM APPLICATION KIT, FROS	34.97	
220-220-56010	SUPPLIES	UPS STORE	OLP DOOR HANGERS	200.00	
220-220-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	BIC 4PK, HANGERS, STAPLES, FACE TISSUE	19.16	
220-220-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	TONER CRTDG, CORRECTION TAPE, STAPLES,	43.37	
220-220-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	FEB & MARCH CLEANING	520.48	
220-220-56030	CLEANING SUPPLIES/SERVICE	MENARDS	MOP, BUCKET, FILM APPLICATION KIT, FROS	76.62	

UNJOURNALIZED  
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	55.92	
220-220-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	1,215.99	
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	7.30	
220-220-56250	REFUSE	U & I SANITATION	FEBRUARY SERVICE	42.50	
Total For Dept 220 E911				3,540.61	
Total For Fund 220 COMMUNICATIONS - E911				3,540.61	
Fund 240 HOUSING REHAB & LOANS					
Dept 240 HOUSING REHAB & LOANS					
240-240-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	CDBG REHAB REUSE JANUARY 2023 ADMIN SEF	93.75	
Total For Dept 240 HOUSING REHAB & LOANS				93.75	
Dept 243 CDBG REVOLVING REHAB LOAN					
240-243-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	CDBG DPA REUSE JANUARY 2023 ADMIN SERVC	37.50	
Total For Dept 243 CDBG REVOLVING REHAB LOAN				37.50	
Dept 245 CDBG GRANTS					
240-245-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	16-CD-201 DRAWDOWN	1,500.00	
Total For Dept 245 CDBG GRANTS				1,500.00	
Total For Fund 240 HOUSING REHAB & LOANS				1,631.25	
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	SAM-41	SERC LLC	UB refund for account: 300-59904-00	10.10	
Total For Dept 000				10.10	
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	BRIAN BENCK	34.48	
500-500-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	438.00	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	139.84	
500-500-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	106.67	
500-500-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	217.51	
500-500-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	12.46	
500-500-54320	EQUIPMENT MAINTENANCE	BOMGAARS	FASTENERS & BULK BOLTS	9.76	
500-500-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	REPLACED ALL SEALS & PISTONS ON HYD EXC	380.02	
500-500-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	COUPLE 1", PIPE PVC	41.64	
500-500-54390	SYSTEM MAINTENANCE	BOMGAARS	SNOW PUSHER	42.79	
500-500-54390	SYSTEM MAINTENANCE	FASTENAL COMPANY	MARKING PAINT	115.69	
500-500-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	1ST AVE & 24TH STREET	214.00	
500-500-54390	SYSTEM MAINTENANCE	OBRIST & CO INC	SERVICE CALL -CAMERA SEWER LINE	175.00	
500-500-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	TOILET PAPER, TRASH BAGS, MULTI FOLD TC	97.58	
500-500-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PERFED PAPER	107.18	
500-500-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	48.66	
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	33.47	
500-500-56250	REFUSE	ACE SANITATION SERVICE INC	GARBAGE SERVICE 2/01-2/28	27.50	
500-500-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	FEBRUARY 2023 UTILITY SALES TAX	38,840.62	
500-500-57300-20091	CAPITAL-NEW CONSTRUCTION	HDR ENGINEERING INC	R21-130 - LOST CREEK PARKWAY SEWER PROJ	13,414.64	
Total For Dept 500 WASTEWATER COLLECTION				54,497.51	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	104.00	

UNJOURNALIZED  
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	202.43	
500-501-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	326.27	
500-501-54310	BUILDING MAINTENANCE	M & O DOOR PRODUCTS	REPAIR LABOR	751.22	
500-501-54320	EQUIPMENT MAINTENANCE	ADVANCE AUTO PARTS	BRAKE CLEANER	179.28	
500-501-54320	EQUIPMENT MAINTENANCE	MCMASTER-CARR	GENERAL PURPOSE TAP, SOCKET HEADSCREWS	109.94	
500-501-54320	EQUIPMENT MAINTENANCE	MENARDS	25' CABLE, SURFACE OUTLET, PLUG	80.13	
500-501-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	BRAKE CLEANER, SPOT SPRAYER	156.98	
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	GLUE BOARD, FUEL HOSE KIT, FUEL LINE	25.71	
500-501-56010	SUPPLIES	CAPITAL ONE - WALMART	GLUE TRAY, SCRUB SPONGE, WINDEX, DAWN,	170.70	
500-501-56010	SUPPLIES	KELLY SUPPLY COMPANY	PLUG TUBE FITTINGS	1.73	
500-501-56010	SUPPLIES	MENARDS	WATER, DRILLBITS, UTILITY HANGER, STAOF	58.51	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	35.96	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	6,686.01	
500-501-56090	SMALL TOOLS	LAWSON PRODUCTS	SUPER CROSS PLIERS SET	112.22	
500-501-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	5,079.46	
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	36.51	
			Total For Dept 501 WASTEWATER TREATMENT FAC	14,117.06	
			Total For Fund 500 UTILITY SERVICE	68,624.67	
Fund 520 WATER					
Dept 000					
520-000-20100	WAM-41	SERC LLC	UB refund for account: 300-59904-00	6.79	
			Total For Dept 000	6.79	
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	BRIAN BENCK	34.48	
520-520-52700	TRAINING AND TUITION	NDEE	ZACHERY SCHOENHOFER - WATER OPERATOR LI	115.00	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	305.77	
520-520-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	106.67	
520-520-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	217.52	
520-520-54310	BUILDING MAINTENANCE	MENARDS	HEXKEY SET, SNAP CLIP, BARB ELBOW, BARE	121.99	
520-520-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUT, BOLTS, SCREWS	3.64	
520-520-54320	EQUIPMENT MAINTENANCE	INDELCO PLASTICS CORPORATI	3/8" TUBE X 3/8" MPT CONNECTOR	71.98	
520-520-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	REPLACED ALL SEALS & PISTONS ON HYD EXC	380.02	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	DRAIN SPADE	21.50	
520-520-54390	SYSTEM MAINTENANCE	BOMGAARS	SNOW PUSHER	70.26	
520-520-54390	SYSTEM MAINTENANCE	FASTENAL COMPANY	MARKING PAINT	225.61	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	REPAIR KIT	355.29	
520-520-54390	SYSTEM MAINTENANCE	MUELLER SPRINKLERS	SPRINKLER REPAIR - WATER MAIN BREAK	82.20	
520-520-54420	WELL MAINTENANCE	USA BLUE BOOK	3 - MICROLEVELS	2,703.75	
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	WATER TESTING	285.00	
520-520-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	TOILET PAPER, TRASH BAGS, MULTI FOLD TC	97.59	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PERFED PAPER	107.17	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	6,162.32	
520-520-56135	AMR RADIO EXPENSE	CORE & MAIN LP	510M S/POINT M2	15,288.69	
520-520-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	198.62	
520-520-56240	TELEPHONE	FRONTIER	NWP ALARM 3/01/23 TO 3/29/23	90.91	
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	55.37	
520-520-56250	REFUSE	ACE SANITATION SERVICE INC	GARBAGE SERVICE 2/01-2/28	27.50	
520-520-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	FEBRUARY 2023 UTILITY SALES TAX	4,072.14	
520-520-57200-22031	CAPITAL-LAND & BUILDINGS	HDR ENGINEERING INC	DESIGN & CONSTRUCTION PHASE-LOST CREEK	6,667.28	

UNJOURNALIZED  
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 520 WATER					
		Total For Dept 520 WATER		37,868.27	
		Total For Fund 520 WATER		37,875.06	
Fund 560 STORMWATER UTILITY					
Dept 000					
560-000-20100	SUF-5	SERC LLC	UB refund for account: 300-59904-00	3.23	
		Total For Dept 000		3.23	
Dept 560 STORMWATER UTILITY					
560-560-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	BRIAN BENCK	22.98	
560-560-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	42.92	
560-560-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	FEBRUARY 2023 UTILITY SALES TAX	2,066.89	
		Total For Dept 560 STORMWATER UTILITY		2,132.79	
		Total For Fund 560 STORMWATER UTILITY		2,136.02	
Fund 570 SOLID WASTE DIVISION					
Dept 000					
570-000-20100	SWD-1	SERC LLC	UB refund for account: 300-59904-00	2.01	
		Total For Dept 000		2.01	
Dept 570 TRANSFER STATION					
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	134.00	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	105.32	
570-570-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADOBE ACROBAT LICENSES	652.54	
570-570-54310	BUILDING MAINTENANCE	MENARDS	3/8"X200' TWST POLY YELLOW, STUDED T-I	66.69	
570-570-54320	EQUIPMENT MAINTENANCE	MENARDS	ALUM WASHER, FLANG RIVET, FENDER WASHEF	7.38	
570-570-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	2 - 9003 TWIN 1 EA SYLVN	23.84	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	4-TIRES, 6 REPAIRS	1,842.62	
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	TANK-AIR STL SPLIT, U-BOLT	485.92	
570-570-54610	WOOD WASTE DISPOSAL	O'NEILL WOOD RESOURCES LLC	WOOD GRINDING	21,500.00	
570-570-56020	OFFICE SUPPLIES	PLATTE VALLEY PRINTING	PRINTED 250 RANDOM INSPECTION REPORTS	85.80	
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, ROLLER TOWEL, UNIFORMS	138.43	
570-570-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	316.46	
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	21.91	
		Total For Dept 570 TRANSFER STATION		25,380.91	
		Total For Fund 570 SOLID WASTE DIVISION		25,382.92	

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	366,656.65
Fund 200 STREETS/ENGINEE	13,839.35
Fund 205 AIRPORT	7,017.43
Fund 220 COMMUNICATIONS	3,540.61
Fund 240 HOUSING REHAB &	1,631.25
Fund 500 UTILITY SERVICE	68,624.67
Fund 520 WATER	37,875.06
Fund 560 STORMWATER UTII	2,136.02
Fund 570 SOLID WASTE DIV	25,382.92

Total For All Funds:	<u>526,703.96</u>
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**8. APPROVAL OF MINUTES - Included in Consent Agenda**

**9. SPECIAL PRESENTATIONS**

9.A. Request of Nebraska State Athletic Trainers' Association for proclamation declaring the month of March 2023 as National Athletic Training Month.

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380



**PROCLAMATION**



**NATIONAL ATHLETIC TRAINING MONTH**

**WHEREAS,** National Athletic Training Month is in March, and the official theme for 2023 is “There’s an AT for that;” and

**WHEREAS,** athletic trainers have a long history of providing quality health care for our area athletes; and

**WHEREAS,** athletic trainers provide prevention of injuries, recognition, evaluation and aggressive treatment, rehabilitation, health care administration, education, guidance and compassionate care for all; and

**WHEREAS,** leading organizations concerned with athletic training and health care have joined together in a common desire to raise public awareness of the importance of the athletic training profession and to emphasize the importance of quality health care within the aforementioned settings; and

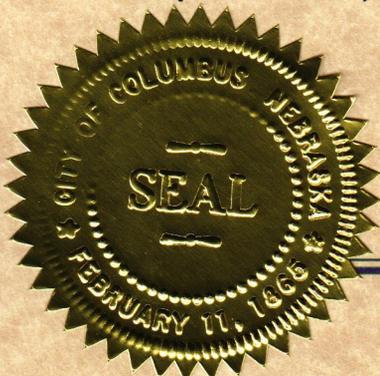
**WHEREAS,** such an effort will improve health care for athletes and those engaged in physical activity and promote athletic trainers as health professionals;

**NOW, THEREFORE,** I, James Bulkley, Mayor of the City of Columbus, do hereby declare the month of March, 2023, as

***National Athletic Training Month***

in Columbus, Nebraska and urge residents to express their appreciation for our athletic trainers and learn more about the importance of athletic training.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused to be affixed the Official Seal of the City of Columbus, Nebraska.



  
James B. Bulkley, Mayor



**10. PUBLIC HEARINGS**

10.A. Public Hearing - Application of Family Dollar, Inc. dba Family Dollar Store #25650 for Class B liquor license at 2007 23 Street.

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, March 6, 2023, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a retail liquor license for Family Dollar, Inc. dba Family Dollar Store 25650, 2007 23 Street, Columbus, Nebraska, and at said time and place you may appear and be heard.

City of Columbus, Nebraska  
Janelle Kline, City Clerk

Publish 02:23:23  
Two Affidavits of Publication

LIQUOR APPLICATION REPORTS  
ENGINEER'S REPORT

DATE: February 13, 2023

DUE DATE: February 27, 2023

Applicant Family Dollar Inc. dba Family Dollar Store 25650  
Address 2007 23 Street, Columbus, NE 68601  
Legal Description E395' LOT EXC TR TO STATE OF NE BLK X NORTH  
PARK 1<sup>ST</sup> COLUMBUS

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 B  
Existing Zoning: B-2  
Existing Land Use: Commercial  
Adjacent Land Use and Zoning:

North: B-2  
South: R-1  
East: B-2  
West: B-2

General Neighborhood/Area Land Uses: Commercial

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): : 23<sup>rd</sup> St. / Hwy 30  
Expressway

Street Width and Profile: 66-foot Urban, 5-Lane divided

Speed Limit: 35 mph

Average Daily Traffic Count: 23,730 (2016 ADT)



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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 *CS*

DATE: MARCH 6TH, 2023

SUBJECT: FAMILY DOLLAR STORE  
LIQUOR LICENSE APPLICATION  
2007 23RD STREET  
COLUMBUS, NEBRASKA

DISTRICT MANAGER: CHAD THOMAS

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 would recommend the Liquor License be denied due to the inadequate staffing and lack of surveillance cameras. The lack of staffing and surveillance cameras would increase the likelihood of shoplifting and make it more easily accessible to minors.

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

There is heavy motor vehicle and some pedestrian traffic at this location. There seems to be no traffic or parking problems. There 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 two to the west, CVS Pharmacy (Class C) and Walgreens (Class D) both approximately 2 blocks west. La Popular (Class D) approximately 3 blocks east.

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 are concerns that the establishment will not be able to protect against shoplifting due to the lack of employees working at the same time and the lack of

surveillance cameras. There is also considerable concern that the alcoholic liquor would be readily accessible to minor children since there are NO surveillance cameras in the business.

- 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:

I was advised by store management that often times there is only one (1) person working in the store at a time. This makes it impossible to monitor the front door of the establishment as they are often times helping customers throughout the store.

- 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:

The applicant has not demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the license can conform to all the provisions and requirements of, and rules and regulations adopted promulgated pursuant to the act. This business can't guarantee the proper staffing to monitor shoplifting. The fact that there are NO surveillance cameras which assist in the apprehension of shoplifters but is also used as a deterrent to keep individuals from shoplifting.

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

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

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

There is no evidence of discrimination involving the applicant.

- Q. Whether the applicant or the applicant's representatives suppressed any fact or provided any inaccurate information to the commission or local 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.

#### SUMMARY:

There are concerns that this establishment is not taking the proper steps to ensure that the alcoholic liquor will be properly maintained. The fact that there are NO surveillance cameras in the store which can be used in the apprehension of shoplifters as well as a deterrent. I was told by management that there are often times only one staff member working during the daytime hours. This will provide opportunity for shoplifting but even more concerning is the ability for minors to have access to the alcoholic liquors.





**Jim Pillen**  
Governor

STATE OF NEBRASKA  
NEBRASKA LIQUOR CONTROL COMMISSION

**Hobert B. Rupe**  
*Executive Director*  
301 Centennial Mall South, 5<sup>th</sup> Floor  
P.O. Box 95046  
Lincoln, Nebraska, 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814 or (402) 471-2374  
TSR USER 800-833-7252 (TTY)  
Web Address <http://www.lcc.nebraska.gov/>

# RECEIPT

From: \_\_\_\_\_

To: \_\_\_\_\_

Re: \_\_\_\_\_

DBA: \_\_\_\_\_

License #: \_\_\_\_\_

Please complete this page immediately and fax or email to us acknowledging you have received the application. Signatures are not required.

\_\_\_\_\_  
Clerk's Name (Acknowledgement of receipt of the application)

\_\_\_\_\_  
Date Received

**Kim Lowe**  
*Commissioner*

**Bruce Bailey**  
*Chairman*

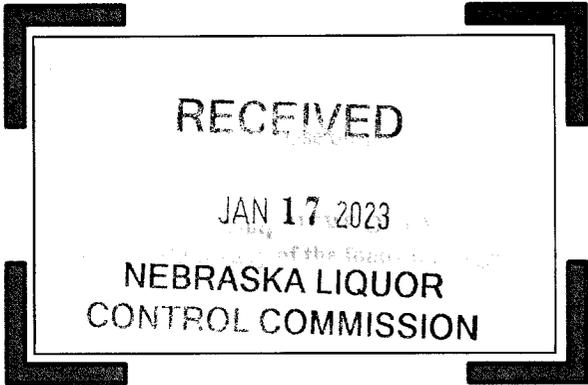
**Harry Hoch**  
*Commissioner*

# 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: B

License Number:  
**125487**



**Office Use Only**

NEW/REPLACING  TOP Yes/No

Hot List Yes  No  Initial: lcf  
bhr

## 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 Family Dollar, Inc

TRADE (DBA) NAME Family Dollar Store #25650

PREVIOUS TRADE (DBA) NAME N/A

CONTACT PHONE NUMBER 757-321-5493/678-660-5283

CONTACT EMAIL ADDRESS newab-licensing@dollartree.com;agooger@decisions-consulting.com

6-30-2033

No fees submitted

Office use only	
PAYMENT TYPE <u>Pay Post</u>	
AMOUNT <u>\$400</u> RCPT	
RECEIVED: <u>1-31-23</u>	
DATE DEPOSITED _____	

# DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission (301 Centennial Mall South, Lincoln, NE 68509-5046)
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103)
  - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
  - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

**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\*\*
  - F BOTTLE CLUB,
  - 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 (Submit Form 106) – Catering license (K) expires same as underlying retail license
  - Class G Growler endorsement (Submit Form 165) – 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**

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**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 James Balli, Esq.(Agent) Phone Number 678-660-5283  
Firm Name Decisions Consulting, LLC  
Email address agooger@decisions-consulting.com

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

**PREMISES INFORMATION**

Trade Name (doing business as) Family Dollar Store #25650

Street Address 2007 23rd St

City Columbus County Platte ID Zip Code 68601 + 3427

Premises Telephone number 757-321-5493

Business e-mail address newab-licensing@dollartree.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 Family Dollar, Inc.

Street Address Attn: Alcohol/Tobacco Team (9th Floor) 500 Volvo Pkwy

City Chesapeake State VA Zip Code 23320-1604

**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 AND THE NUMBER OF FLOORS OF THE BUILDING.

Building length 139'0" x width 58'10" in feet

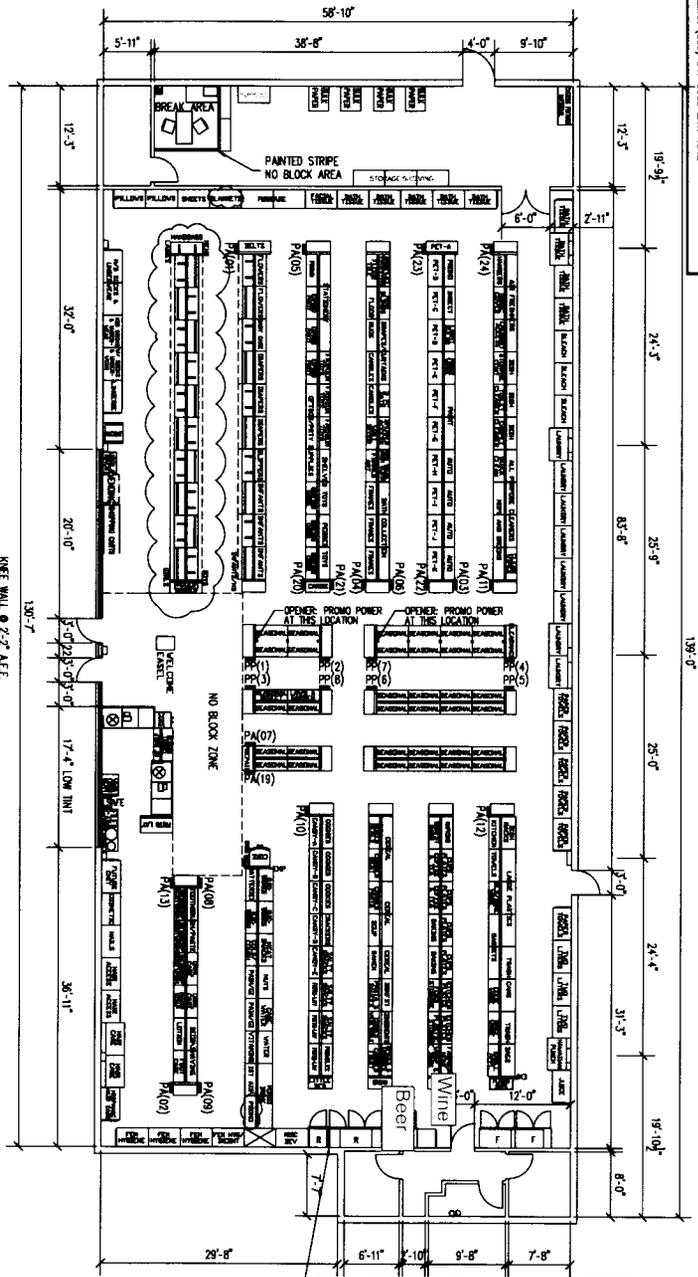
Is there a basement? Yes \_\_\_\_\_ No X If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

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

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

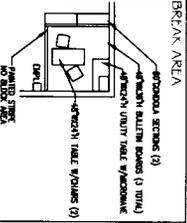
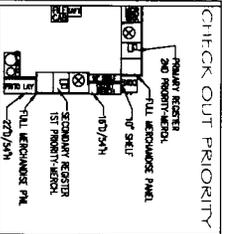
See attached floor plan

SENIOR PROJECT SUPERVISOR:  
 PLEASE DIRECT ANY QUESTIONS CONCERNING THE FUTURE LAYOUT AND/OR ADVANCES TO THE FOLLOWING STORE PLANNER:  
 CHRISTY SUTTON (800) 547-0359 EXT. 7675  
 PLEASE DIRECT ANY QUESTIONS CONCERNING THE SPECIFICATIONS AND MATERIALS TO THE FOLLOWING SPACE PLANNING ANALYST:  
 LINDSEY FREEMAN (800) 547-0359 EXT. 4042



**POWER PANEL LIST**

PA (01)	SHADE CARE	PA (11)	WORK GLOVES
PA (02)	LIGHTERS	PA (12)	PLACEMATS
PA (03)	AIR FRESHENERS	PA (13)	WATCHES
PA (04)	BATTERIES	PA (19)	ELECTRONICS-PREPAID
PA (05)	DISNEY	PA (20)	PARTY-GIFT BAGS
PA (06)	SEWING NOTIONS	PA (21)	PARTY-GIFT BAGS
PA (07)	DSD GLASSES/SUN-READERS	PA (22)	PETS-TREATS
PA (08)	FRAGRANCES	PA (23)	PETS-TOYS
PA (09)	BODY SPRAYS	PA (24)	MIRROR
PA (10)	FRUIT	PP (1-8)	SEASONAL



**CONCEPT PROGRAMS**

APPAREL	30
ACCESS (JEWELRY)	16
CARDS/PARTY	14
PROMO END CAPS	14
SEASONAL	36
FRAMED ART/DECOR	8
FASHION TOYS	YES
FASHION HOME	NO
FURNITURE	YES
CARDS	19
1/2 PARTY EXPANDED	NO
INFANTS	GOOD/A

**POWER POLE LIST**

TYPE	ITEM #	QTY
CHECKOUT - 15	8029529	2
UNCDU - 15	8029529	1
EAS - 15	8020775	0
PROMO DR - 15	8029529	0
ASLE - 8	8029447	2
CONE - 15	8029529	1
COOLERS - 15	8029530	0
SECURITY MONITOR	N/A	1

NOTE: POWER POLE SHALL BE ORDERED AND INSTALLED FOR STORES THAT OPEN WITH COOLERS & REFRIG FOR COOLERS.

**REVISIONS**

NO.	DATE	DESCRIPTION
1	06/22/11	REVISED PLAN
2	07/21	REVISED PLAN
3	08/11	REVISED PLAN
4	08/11	REVISED PLAN
5	08/11	REVISED PLAN
6	08/11	REVISED PLAN
7	08/11	REVISED PLAN
8	08/11	REVISED PLAN
9	08/11	REVISED PLAN
10	08/11	REVISED PLAN
11	08/11	REVISED PLAN
12	08/11	REVISED PLAN
13	08/11	REVISED PLAN
14	08/11	REVISED PLAN
15	08/11	REVISED PLAN
16	08/11	REVISED PLAN
17	08/11	REVISED PLAN
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22	08/11	REVISED PLAN
23	08/11	REVISED PLAN
24	08/11	REVISED PLAN
25	08/11	REVISED PLAN
26	08/11	REVISED PLAN
27	08/11	REVISED PLAN
28	08/11	REVISED PLAN
29	08/11	REVISED PLAN
30	08/11	REVISED PLAN

**FAMILY DOLLAR** 10401 MONROE ROAD MATTHEWS, NC 28105

LOCATION: COLUMBUS, NE

STORE #: 5650

DESCRIPTION: MERCHANDISE PLAN

FORMAT: CR 2 RENOVATION

**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
N/A				

**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 \_\_\_\_\_

**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) \_\_\_\_\_

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**

N/A

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 America, Mike Witynski - CEO, Dollar Tree

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.

Family Dollar holds many licenses (See attached)

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)
Chad A. Thomas	12/2021	TIPS (See attached Certification)

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Chad A. Thomas / District Manager	Current	Family Dollar - NE

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**

X Lease expiration date 6/30/2033 (with five remaining extended terms of five years each)  
 \_\_\_\_\_ Deed  
 \_\_\_\_\_ Purchase Agreement

14. When do you intend to open for business? Business is already open

15. What will be the main nature of business? Retail/Grocery Variety Store

16. What are the anticipated hours of operation? Monday - Sunday 9am - 9pm

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
Peter Barnett 329 Cavalier Dr., Virginia Beach, Va 23451	05/2019	Present	329 Cavalier Dr., Virginia Beach, Va 23451	05/2019	Present
Peter Barnett 332 Laskin Rd. #507, Virginia Beach, VA 23451	08/2018	05/2019	332 Laskin Rd. #507, Virginia Beach, VA 23451	08/2018	05/2019
Peter Barnett 314 Cawdor Crossing, Chesapeake, VA 23322	10/2013	08/2018	314 Cawdor Crossing, Chesapeake, VA 23322	10/2013	08/2018

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 in the presence of a notary public by applicant(s) and spouse(s).  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

*Peter A. Barnett*  
Signature of **APPLICANT**  
(Do not sign until in the presence of the Notary Public)

**Peter A. Barnett**  
Printed Name of **APPLICANT**

Virginia City  
State of Nebraska, County of Cherokee

The foregoing instrument was acknowledged before me this  
September 26, 2022  
(Date)

By Peter Barnett  
Name of person(s) signing document in front of Notary

*Stephanie Reed Ankney*  
Notary Public Signature

STEPHANIE REED ANKNEY  
NOTARY PUBLIC  
REGISTRATION # 7933871  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
JANUARY 31, 2025

*Yvonne I. Barnett*  
Signature of **SPOUSE**  
(Do not sign until in the presence of the Notary Public)

**Yvonne I. Barnett**  
Printed Name of **SPOUSE**

Virginia City  
State of Nebraska, County of Cherokee

The foregoing instrument was acknowledged before me this  
September 26, 2022  
(Date)

By Yvonne Barnett  
Name of person(s) signing document in front of Notary

*Stephanie Reed Ankney*  
Notary Public Signature

STEPHANIE REED ANKNEY  
NOTARY PUBLIC  
REGISTRATION # 7933871  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
JANUARY 31, 2025

**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)**

Chad A. Thomas  
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)

**Chad A. Thomas**  
Printed Name of **APPLICANT**

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

State of Nebraska, County of Sarpy

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

The foregoing instrument was acknowledged before me this  
07/29/2022  
(Date)

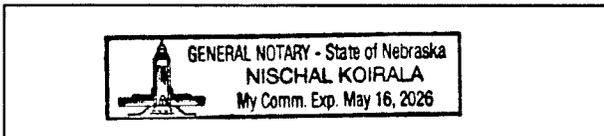
The foregoing instrument was acknowledged before me this  
\_\_\_\_\_  
(Date)

By Chad Thomas  
Name of person(s) signing document in front of Notary

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

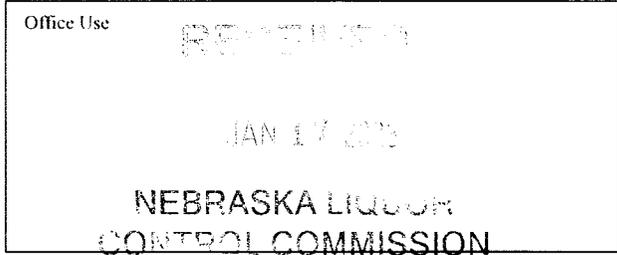
Nischal Koirala  
Notary Public Signature

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



**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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



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

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

*Yvonne Barnett*  
\_\_\_\_\_  
Signature of **NON-PARTICIPATING SPOUSE**  
**Yvonne Izan Barnett**  
\_\_\_\_\_  
Print Name

*Peter A Barnett*  
\_\_\_\_\_  
Signature of **APPLICANT**  
**Peter Allan Barnett**  
\_\_\_\_\_  
Print Name

*Virginia City*  
State of ~~Nebraska~~, County of *Chesapeake*

*Virginia City*  
State of ~~Nebraska~~, County of *Chesapeake*

The foregoing instrument was acknowledged before me  
this *September 24, 2022* (date)

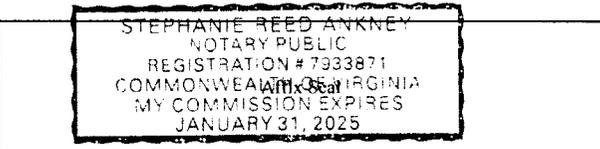
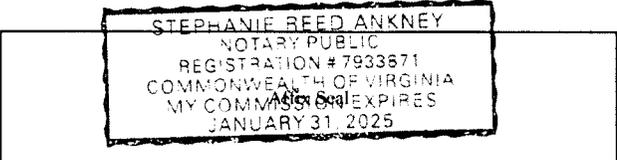
The foregoing instrument was acknowledged before me  
this *September 24, 2022* (date)

by **Yvonne I. Barnett**  
\_\_\_\_\_  
Name of person acknowledged  
(Individual signing document)

by **Peter A. Barnett**  
\_\_\_\_\_  
Name of person acknowledged  
(Individual signing document)

*Stephanie Reed Ankney*  
\_\_\_\_\_  
Notary Public Signature

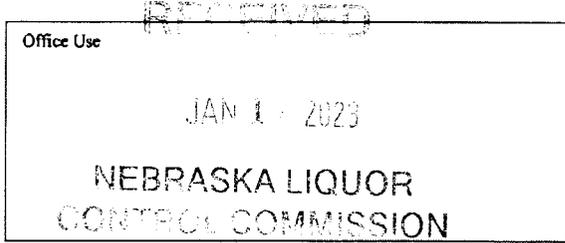
*Stephanie Reed Ankney*  
\_\_\_\_\_  
Notary Public Signature



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

**APPLICATION FOR LIQUOR LICENSE CORPORATION INSERT - FORM 3a**

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



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

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

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

Name of Registered Agent: The Prentice Hall Corporation System, Inc.

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

Family Dollar, Inc.

Corporation Address: Attn: Alcohol/Tobacco Team (9th Floor) 500 Volvo Pkwy

City: Chesapeake State: VA Zip Code: 23320 + 11604

Corporation Phone Number: 757-321-5493 Fax Number \_\_\_\_\_

Total Number of Corporation Shares Issued: 100 Percent Shareholder

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

Last Name: Barnett First Name: Peter MI: \_\_\_\_\_

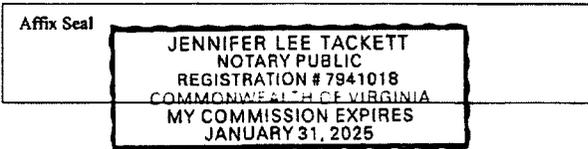
Home Address: 329 Cavalier Dr City: Virginia Beach

State: VA Zip Code: 23451 + 2556 Home Phone Number: 757-630-6683

Signature of President/CEO

**ACKNOWLEDGEMENT**

State of Virginia County of Chesapeake The foregoing instrument was acknowledged before me this 5/10/2023 by Peter Barnett name of person acknowledge



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

Last Name: **Barnett** First Name: **Peter** MI: **A**  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: **President** Number of Shares **0**  
Spouse Full Name (indicate N/A if single): **Yvonne Izan Barnett**  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

---

Last Name: **Spencer** First Name: **Harry** MI: **R**  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: **Assistant Secretary** Number of Shares **0**  
Spouse Full Name (indicate N/A if single): **Janeine Berryman Spencer**  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

---

Last Name: **Littler** First Name: **Todd** MI: **B**  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: **Senior Vice President** Number of Shares **0**  
Spouse Full Name (indicate N/A if single): **Kristin Littler**  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

---

Last Name: **Mitchell, Jr.** First Name: **John** MI: **S**  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: **Vice President/Assistant Secretary** Number of Shares **0**  
Spouse Full Name (indicate N/A if single): **Richard James Mitchell**  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

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

Last Name: Elder First Name: Jonathan MI: L  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: Vice President Number of Shares 0  
Spouse Full Name (indicate N/A if single): N/A  
Spouse Social Security Number: N/A Date of Birth: N/A

---

Last Name: Dean First Name: Roger MI: W  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: Vice President/Treasurer Number of Shares 0  
Spouse Full Name (indicate N/A if single): Deanna Kathleen Dean  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

---

Last Name: Family Dollar, Inc. First Name: N/A MI: N/A  
Social Security Number: N/A Date of Birth: N/A  
Title: Shareholder Number of Shares 100%  
Spouse Full Name (indicate N/A if single): N/A  
Spouse Social Security Number: N/A Date of Birth: N/A

---

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

---

Is the applying corporation controlled by another corporation/company?

YES

NO

If yes, complete controlling corporation insert form 185

---

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

Starting Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

---

Is this a Non-Profit Corporation?

YES

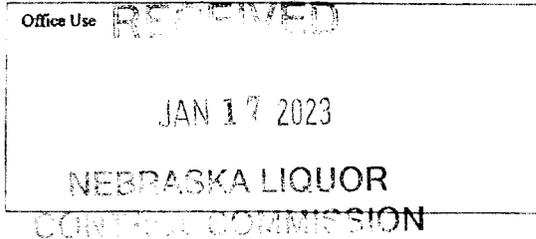
NO

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

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

**CONTROLLING CORPORATION  
INSERT**

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



**Attach copy of Articles as filed with the Nebraska Secretary of State - §53-126**

**Name and address of the controlling corporation of the applying corporation**

Controlling Corporation Name: **Family Dollar Stores, Inc.**  
Controlling Corporation Address: **Attn: Alcohol/Tobacco Team (9th Floor) 500 Volvo Pkwy**  
City: **Chesapeake** State: **VA** Zip Code: **23320**

**Provide the names of the top four officer/members of the controlling corporation**

1. Full Name: **Michael Witynski**  
Job Title: **President and Chief Executive Officer**
  
2. Full Name: **Jennifer Hulett**  
Job Title: **Chief Human Resources Officer**
  
3. Full Name: **David Jacobs**  
Job Title: **Chief Strategy Officer**
  
4. Full Name: **Richard McNeely**  
Job Title: **Chief Merchandising Officer**

# Nebraska Secretary of State

## FAMILY DOLLAR, INC.

Wed Jan 25 10:46:52 2023

**SOS Account Number**

1598680

**Status**

Active

**Principal Office Address**

500 VOLVO PARKWAY  
CHESAPEAKE, VA 23320

**Registered Agent and Office Address**

THE PRENTICE HALL CORPORATION SYSTEM, INC.  
233 SOUTH 13TH STREET  
SUITE 1900  
LINCOLN, NE 68508

**Nature of Business**

RETAIL OPERATIONS

**Entity Type**

Foreign Corp

**Date Filed**

Dec 15 1997

**Next Report Due Date**

Jan 01 2024

Corporation Position	Name	Address
President	PETER BARNETT	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Secretary	JOHN S MITCHELL, JR.-VICE PRESIDENT	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Director	PETER BARNETT	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Director	ROGER DEAN	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
VICE PRESIDENT AND TREASURER	ROGER DEAN	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
VICE PRESIDENT - TAX	JONATHAN ELDER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
SENIOR VICE PRESIDENT	TODD LITTLER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Assistant Secretary	HARRY R SPENCER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320

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Document	Date Filed	Price	
Foreign Authority	Dec 15 1997	\$1.80 = 4 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Merger	Jan 01 1998		
Proof of Publication	Jan 06 1998		
Tax Return	May 03 1999	\$3.15 = 7 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Apr 25 2000	\$1.35 = 3 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Mar 23 2001	\$1.80 = 4 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Apr 16 2002	\$1.80 = 4 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Apr 14 2003	\$1.80 = 4 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Mar 16 2004	\$0.90 = 2 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Mar 07 2006	\$3.15 = 7 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Mar 13 2008	\$3.15 = 7 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Mar 03 2010	\$1.35 = 3 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Change of Agent or Office	Jul 13 2010	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Mar 08 2012	\$1.35 = 3 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Change of Agent or Office	Feb 20 2013		
Change of Agent or Office	Feb 12 2014		
Tax Return	Feb 24 2014	\$1.80 = 4 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Tax Return	Feb 22 2016	\$1.35 = 3 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Change of Agent or Office	Jun 05 2017	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>

Document	Date Filed	Price	
Tax Return	Feb 28 2018	\$2.25 = 5 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Amendment to Tax Return	May 17 2018	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Amendment to Tax Return	Jul 12 2018	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Amendment	Nov 01 2019	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Occupation Tax Report	Feb 24 2020	\$1.35 = 3 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Amended Occupation Tax Report	Jun 08 2020	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Amended Occupation Tax Report	Dec 02 2020	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Amended Occupation Tax Report	Sep 29 2021	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Amended Occupation Tax Report	Jan 05 2022	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Occupation Tax Report	Feb 22 2022	\$1.35 = 3 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

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# Nebraska Secretary of State

## FAMILY DOLLAR STORES, INC.

Wed Jan 25 10:52:36 2023

**SOS Account Number**

1912239291

**Status**

Active

**Principal Office Address**

500 VOLVO PARKWAY  
CHESAPEAKE, VA 23320

**Registered Agent and Office Address**

THE PRENTICE-HALL CORPORATION SYSTEM, INC.  
SUITE 1900  
233 SOUTH 13TH STREET  
LINCOLN, NE 68508-0000

**Nature of Business**

RETAIL HOLDING COMPANY

**Entity Type**

Foreign Corp

**Date Filed**

Dec 06 2019

**Next Report Due Date**

Jan 01 2024

Corporation Position	Name	Address
Secretary	CYNTHIA BERTUCCI-ASSISTANT SECRETARY	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Director	ROGER DEAN	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Director	WILLIAM A OLD JR.	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Director	BOB SASSER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
ZONE VICE PRESIDNT	JORGE AMADOR	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
VICE PRESIDENT, DEP GEN CNCL, ASST. SEC	BETH BERMAN	500 VOLVO PARKWAY CHESAPEAKE, VA 23320

Corporation Position	Name	Address
<b>VICE PRESIDENT, TREASURER</b>	ROGER DEAN	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA
<b>Vice President</b>	JONATHAN ELDER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Vice President</b>	MENNO ENTERS	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA
<b>SENIOR VICE PRESIDENT</b>	STEVE FARRELL	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Vice President</b>	RANDY GUILER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Assistant Secretary</b>	DANA HAY	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Vice President</b>	RYAN HILL	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>CHIEF HUMAN RESOURCES OFFICER</b>	JENNIFER HULETT	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>VICE PRESIDENT AND CONTROLLER</b>	BRADLEY HUNTER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>CHIEF STRATEGY OFFICER</b>	DAVID JACOBS	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA
<b>EXECUTIVE VICE PRESIDENT</b>	ALASDAIR JAMES	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Vice President</b>	DAVID JEWELL	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>SENIOR VICE PRESIDENT</b>	TODD LITTLER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>SENIOR VICE PRESIDENT, CHIEF ACCOUNTING OFFICER</b>	KATHLEEN MALLAS	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA

<b>Corporation Position</b>	<b>Name</b>	<b>Address</b>
<b>ZONE VICE PRESIDENT</b>	LONNIE W MCCAFFETY	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>ZONE VICE PRESIDENT</b>	MICHAEL MCKINLEY	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>CHIEF MERCHANDISING OFFICER</b>	RICHARD MCNEELY	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Vice President</b>	DEBORAH MILLER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>VICE PRESIDENT, SENIOR DEP GEN CNSL, ASST. SEC</b>	JOHN S MITCHELL, JR.	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Vice President</b>	MICHAEL NEWMAN	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>CHIEF OPERATING OFFICER</b>	TOM O'BOYLE	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>SENIOR VICE PRESIDENT</b>	ROBERT OBEROSLER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>SENIOR VP, CHF LGL OFF, GEN CNSL, SECRETARY</b>	WILLIAM A OLD JR.	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA
<b>CHIEF INFORMATION OFFICER</b>	JAMES A PAISLEY	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>VICE PRESIDENT, ASSISTANT SECRETARY</b>	DEREK REDMOND	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Assistant Secretary</b>	HARRY R SPENCER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Vice President</b>	CHRISTOPHER TEETER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>ZONE VICE PRESIDENT</b>	JEROME G VICKERS	500 VOLVO PARKWAY CHESAPEAKE, VA 23320

Corporation Position	Name	Address
SENIOR VICE PRESIDENT	CHRISTOPHER WILLIAMS	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
PRESIDENT AND CHIEF EXECUTIVE OFFICER	MICHAEL WITYNSKI	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Vice President	DAVID YANDOW	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Vice President	KEITH ZANNI	500 VOLVO PARKWAY CHESAPEAKE, VA 23320

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Effective January 3, 2022

**LIST OF OFFICERS & DIRECTORS  
FOR  
FAMILY DOLLAR, INC.**

<b><u>Officer</u></b>	<b><u>Title</u></b>
Peter Barnett .....	President
Todd Littler .....	Senior Vice President
Roger Dean .....	Vice President and Treasurer
Jonathan Elder .....	Vice President – Tax
John S. Mitchell, Jr. ....	Vice President and Secretary
Harry R. Spencer .....	Assistant Secretary

**Directors**

Peter Barnett  
Roger Dean

FD Store #	Address	City	County	State	Zip
6521	601 N 2ND AVE	AJO	PIMA	AZ	85321-2003
12313	14438 S. SUNLAND GIN RD	ARIZONA CITY	PINAL	AZ	85123
4979	1101 S NACO HWY STE 105	BISBEE	COCHISE	AZ	85603-9729
5602	1437 N PINAL AVE	CASA GRANDE	PINAL	AZ	85222-3307
5024	1027 N ARIZONA AVE	CHANDLER	MARICOPA	AZ	85225-6698
6147	555 N CORONADO BLVD	CLIFTON	GREENLEE	AZ	85533
6861	26645 SOUTH HIGHWAY 89	CONGRESS	YAVAPAI	AZ	85332
10406	19660 HITCHING POST WAY	CORDES LAKE	YAVAPAI	AZ	86333
7697	415 WEST PIMA AVE.	GILA BEND	MARICOPA	AZ	85337
10071	5846 N 43RD AVENUE	GLENDALE	MARICOPA	AZ	85301
4767	4275 US HIGHWAY 58	GOLDEN VALLEY	MOHAVE	AZ	86413-8555
6559	90 ACOMA BLVD N	LAKE HAVASU CITY	MOHAVE	AZ	86403-5923
6880	3125 EAST BEAVER CREEK RD	LAKE MONTEZUMA	YAVAPAI	AZ	86335
6862	10062 SOUTH HWY 69	MAYER	YAVAPAI	AZ	86333
3914	255 E. SOUTHERN AVENUE SUITE 9	MESA	MARICOPA	AZ	85210-5345
5218	865 S. DOBSON RD.	MESA	MARICOPA	AZ	85202-1157
10219	550 N. COUNTRY CLUB DRIVE	MESA	MARICOPA	AZ	85201
10037	8920 S. HIGHWAY 95	MOHAVE VALLEY	MOHAVE	AZ	86440
4567	1321 N GRAND AVE	NOGALES	SANTA CRUZ	AZ	85621
6721	2857 HIGHWAY 260	OVERGAARD	NAVAJO	AZ	85933
6868	2604 E WHITE MOUNTAIN BLVD	PINETOP	NAVAJO	AZ	85935
6076	7700 E STATE ROUTE 69 STE 1E	PRESCOTT VALLEY	YAVAPAI	AZ	86314
6649	470 E MAIN ST	QUARTSITE	LA PAZ	AZ	85346
6848	1283 W FRONTAGE RD	RIO RICO	SANTA CRUZ	AZ	85648-6222
9045	66952 HOPE LANE	SALOME	LA PAZ	AZ	85348
5918	4155 S HWY 92	SIERRA VISTA	COCHISE	AZ	85650-9510
7362	15564 W AJO HIGHWAY	THREE POINTS	PIMA	AZ	85735
6101	9602 W VAN BUREN ST	TOLLESON	MARICOPA	AZ	85353
5795	2960 W VALENCIA RD	TUCSON	PIMA	AZ	85746-8426
7243	3191 S KINNEY RD	TUCSON	PIMA	AZ	85713
8955	6641 N. SANDARIO ROAD	TUCSON	PIMA	AZ	85743
10887	9776 S. NOGALES HIGHWAY	TUCSON	PIMA	AZ	85756
4712	850 W REX ALLEN DRIVE	WILCOX	COCHISE	AZ	85643
8777	2110 NILES STREET	BAKERSFIELD	KERN	CA	93305-5008
10001	2151 S. CHESTER AVENUE	BAKERSFIELD	KERN	CA	93304-5243
8775	9567 CALIFORNIA CITY BLVD	CALIFORNIA CITY	KERN	CA	93505
9258	1111 S FOURTH ST	EL CENTRO	IMPERIAL	CA	92243-4741
9064	2340 N BLACKSTONE AVENUE	FRESNO	FRESNO	CA	93703-2114
9128	4819 EAST OLIVE AVENUE	FRESNO	FRESNO	CA	93727-1808
9171	23921 SUNNYMEAD BLVD STE A	MORENO VALLEY	RIVERSIDE	CA	92553
9245	1150 PARK BLVD.	ORANGE COVE	FRESNO	CA	93646
8968	885 E. MANNING AVENUE, SUITE 2	PARLIER	FRESNO	CA	93648
9291	2108 HWY 86 SERVICE RD	SALTON CITY	IMPERIAL	CA	92275
9307	655 TUCKER RD	TEHACHAPI	KERN	CA	93561
8774	1108 E. BARDSLEY AVE.	TULARE	TULARE	CA	93274
11028	111 N MAIN STREET	ABERDEEN	BINGHAM	ID	83210

9143	157 W GRAND AVENUE	ARCO	BUTTE	ID	83213
11130	177 MAIN STREET	ASHTON	FREMONT	ID	83420
10097	747 N. MAIN ST.	BELLEVUE	BLAINE	ID	83313
6896	415 BROADWAY AVE S	BUHL	TWIN FALLS	ID	83316-1310
10349	340 N MAIN STREET	CASCADE	VALLEY	ID	83611
9358	780 SOUTH US HIGHWAY 93	CHALLIS	CUSTER	ID	83226
6641	120 W CHUBBUCK	CHUBBUCK	BANNOCK	ID	83202-2315
10353	505 HIGHWAY 90	FILER	TWIN FALLS	ID	83328
6808	1902 STATE HIGHWAY 46	GOODING	BEAR LAKE	ID	83330-5301
7059	330 W IDAHO AVE	HOMEDALE	OWYHEE	ID	83628-3131
6537	145 N WOODRUFF AVE	IDAHO FALLS	BONNEVILLE	ID	83401-4302
7198	349 E AVALON ST	KUNA	ADA	ID	83634-2132
8427	255 E. 50TH S	MALAD CITY	ONEIDA	ID	83252
10526	150 MAIN STREET	MARSING	CANYON	ID	83639
6790	130 N. 4TH STREET	MONTPELIER	BEAR LAKE	ID	83254
7513	208 HOLLY ST	NAMPA	CANYON	ID	83686-5104
10025	204 11TH AVENUE N	NAMPA	CANYON	ID	83687-3950
6941	1244 16TH ST.	PAYETTE	PAYETTE	ID	83661-3404
6949	197 S STATE ST	PRESTON	FRANKLIN	ID	83263-1240
7267	411 E GROVE AVENUE	PUMA	CANYON	ID	83660
10121	1315 MAIN STREET	SALMON	LEMHI	ID	83467-4410
6982	560 S STATE ST	SHELLEY	BINGHAM	ID	83274-1470
11264	930 S GREENWOOD STREET	SHOSHONE	LINCOLN	ID	83352
6586	156 E 2ND ST	SODA SPRINGS	CARIBOU	ID	83276-1410
6921	1746 ADDISON AVE E	TWIN FALLS	TWIN FALLS	ID	83301-5301
7436	597 S IDAHO ST	WENDELL	GOODING	ID	83355-5242
1347	616 W 10TH ST	METROPOLIS	MASSAC	IL	62960-1405
2317	755 S 10TH STREET	MOUNT VERNON	JEFFERSON	IL	62864
2786	119 W ADAMS STREET	RUSHVILLE	SCHUYLER	IL	62681-1010
11169	205 N CHESTNUT ST	WENONA	LASALLE	IL	61377
1984	1313 N SUMMIT STREET	ARKANSAS CITY	COWLEY	KS	67005-1425
12675	1610 MILITARY AVENUE	BAXTER SPRINGS		KS	66713
12710	1218 28th St	Belleville	Republic	KS	66935
12638	815 E RIVER STREET	EUREKA		KS	67045
12628	1801 E. WASHINGTON STREET	FREDONIA		KS	66736
6505	1303 N TAYLOR AVE	GARDEN CITY	FINNEY	KS	67846-4022
12742	9 South Broadway	Herington	Dickinson	KS	67449-2433
12741	52 W K-4 Hwy	Holsington	Barton	KS	67544
8726	1200 N 7TH STREET	KANSAS CITY	WYANDOTTE	KS	66101
10647	1999 N 63RD DRIVE	KANSAS CITY	WYANDOTTE	KS	66102-1101
10758	8049 LEAVENWORTH ROAD	KANSAS CITY	WYANDOTTE	KS	66108-1502
11247	800 KANSAS AVENUE	KANSAS CITY	WYANDOTTE	KS	66105-1316
11511	4601 PARALLEL PKWY	KANSAS CITY	WYANDOTTE	KS	66104-3447
10707	305 E. OKLAHOMA AVENUE	LULYSSES	GRANT	KS	67880
1826	1546 S BROADWAY STREET	WICHITA	SEDGWICK	KS	67211-3130
8457	3040 E. PAWNEE ST.	WICHITA	SEDGWICK	KS	67211-5602
8542	2201 E. CENTRAL AVE.	WICHITA	SEDGWICK	KS	67214-4405

9405	1330 N OLIVER AVENUE	WICHITA	SEDGWICK	KS	67208
12136	406 N SENECA ST	WICHITA	SEDGWICK	KS	67203
12504	1755 SOUTH WEBB ROAD	WICHITA	SEDGWICK	KS	67207
11396	850 MINOT AVENUE	AUBURN	ANDROSCOGGIN	ME	4210
7827	138 MAIN ST.	BELFAST	WALDO	ME	4915
12061	28 SOUTH ST	BLUE HILL	HANCOCK	ME	04614
8028	191 PORTLAND ROAD	BRIDGTON	CUMBERLAND	ME	4009
4424	33 SPRING ST	DEXTER	PENOBSCOT	ME	04930-1312
9392	89 MAIN ST.	FAIRFIELD	SOMERSET	ME	04937-1541
8060	415 WATER ST.	GARDINER	KENNEBEC	ME	4345
10912	470 ROUTE 202	GREENE	ANDROSCOGGIN	ME	4236
6858	310 NORTH ST	HOULTON	AROOSTOOK	ME	4730
10785	960 SABATTUS STREET	LEWISTON	ANDROSCOGGIN	ME	04240-3333
12079	20 EAST AVENUE	LEWISTON	ANDROSCOGGIN	ME	04240-6652
8003	580 LISBON STREET	LISBON FALLS	ANDROSCOGGIN	ME	04252-1109
7098	76 DUBLIN ST	MACHIAS	WASHINGTON	ME	04654-1330
7467	92 PRESQUE ISLE RD	MARS HILL	AROOSTOOK	ME	04758-3416
8420	56 MAIN ST.	MILBRIDGE	WASHINGTON	ME	4658
4254	438 SOMERSET AVENUE	PITTSFIELD	SOMERSET	ME	04967-4928
11033	1 MIDDLE ROAD	SABATTUS	ANDROSCOGGIN	ME	4280
4180	6 MAIN ST	SKOWHEGAN	SOMERSET	ME	04976-1673
8245	371 ROUTE 3	SOUTH CHINA	KENNEBEC	ME	4358
2019	193 MAIN STREET	SOUTH PARIS	OXFORD	ME	04281-1621
5758	73 MAIN ST STE 102	VAN BUREN	AROOSTOOK	ME	4785
12063	1009D MAIN ST	WATERBORO	YORK	ME	4087
10120	225 W MAIN STREET	CROSBY	CROW WING	MN	56441
10058	1105 3RD AVE.	INTERNATIONAL FALLS	KOOCHICHING	MN	56649-2955
5436	1816 NICOLLET AVE	MINNEAPOLIS	HENNEPIN	MN	55403-3744
8395	4016 BLOOMINGTON AVE.	MINNEAPOLIS	HENNEPIN	MN	55407-3331
10851	300 HIGHWAY 65 S	MORA	KANABEC	MN	55051-1619
7425	102 MARKET DR	PERHAM	OTTER TAIL	MN	56573
7811	105 2ND AVE, NW	STAPLES	TODD	MN	56479
11275	315 E COMMERCIAL AVENUE	ANACONDA	DEER LODGE	MT	59711-2325
10618	330 WEST 1ST AVENUE	BIG TIMBER	SWEET GRASS	MT	59011-7895
11231	4188 STATE AVENUE	BILLINGS	YELLOWSTONE	MT	59101-3550
12374	1301 HARRISON AVE	BUTTE	SILVER BOW	MT	59701
10669	444 N. 9TH ST	COLUMBUS	STILLWATER	MT	59019
11294	806 N MAIN STREET	DARBY	RAVALLI	MT	59829
10686	580 N MONTANA STREET	DRLON	BEAVERHEAD	MT	59725-3315
10939	4945 US HIGHWAY 287 N	ENNIS	MADISON	MT	59729
12333	63417 HWY 93	RONAN	LAKE	MT	59865-3005
12433	402 E. HOLLY STREET	SIDNEY	ROOSEVELT	MT	59270
12491	600 US HWY 2 W.	WOLF POINT	ROOSEVELT	MT	59201
1881	48 ALLENSTOWN RD	ALLENSTOWN	MERRIMACK	NH	03275-1830
4929	234 WHITE MOUNTAIN HWY STE 9	CONWAY	CARROLL	NH	03818-4209
2878	785 CENTRAL STREET	FRANKLIN	MERRIMACK	NH	03235-2025
3045	690 S. MAST RD.	GOFFSTOWN	HILLSBOROUGH	NH	3102

3815	183 MAIN STREET	LANCASTER	COOS	NH	03584-3034
8789	403 SECOND ST.	MANCHESTER	HILLSBOROUGH	NH	3102
12564	93 SOUTH MAPLE STREET	MANCHESTER	DOUGHERTY	NH	3103
8837	351 DANIEL WEBSTER HWY	MEREDITH	BELKNAP	NH	03253-6210
8353	38 EAST HOLLIS ST.	NASHUA	HILLSBOROUGH	NH	03060-2948
8186	8 ROCHESTER RD.	NORTHWOOD	ROCKINGHAM	NH	3251
8638	549 MAIN ST	WALPOLE	CHESHIRE	NH	3608
6628	39 W MAIN	DELTA	MILLARD	UT	84624-9441
12263	610 HWY 6	HELPER	CARBON	UT	84526
6282	7260 W 3500 SOUTH	MAGNA	SALT LAKE	UT	84044-2447
6141	3531 HARRISON BLVD S	OGDEN	WEBER	UT	84403-2005
6287	775 N OREM BLVD	OREM	UTAH	UT	84057-8906
12499	819 N. MAIN	PAYSON	UTAH	UT	84651
6224	725 N MAIN ST	TOOELE	TOOELE	UT	84074-1612
6223	3171 S REDWOOD RD	WEST VALLEY	SALT LAKE	UT	84119-3201
6187	1638 S 500 W	WOODS CROSS	DAVIS	UT	84087

0-0442678  
**FILED**  
3:40pm

NOV 17 1997

EFFECTIVE  
ELAINE F MARSHALL  
SECRETARY OF STATE  
NORTH CAROLINA

973219029

**ARTICLES OF INCORPORATION**

**OF**

**FAMILY DOLLAR, INC.**

The undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation pursuant to the provisions of Section 55-2-02 of the General Statutes of North Carolina, and to that end does hereby set forth the following:

**ARTICLE I**

The name of the corporation (the "Corporation") is Family Dollar, Inc.

**ARTICLE II**

The class of shares, the par value per share and the aggregate number of shares of such class which the Corporation shall have authority to issue are as follows:

<u>Class</u>	<u>No. of Shares</u>	<u>Par Value</u>
Common	10,000	\$.10

**ARTICLE III**

The street address of the registered office of the corporation is 10401 Old Monroe Road, Mecklenburg County, Matthews, North Carolina 28105, and the mailing address of the registered office of the corporation is P.O. Box 1017, Mecklenburg County, Charlotte, North Carolina 28201-1017. The name of the registered agent is Leon Levine.

**ARTICLE IV**

The name and address of the incorporator are:

Nancy E. LeCroy  
2500 Charlotte Plaza  
Charlotte, North Carolina 28244

**ARTICLE V**

The duration of the Corporation shall be perpetual.

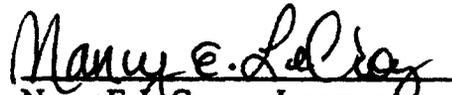
**ARTICLE VI**

The purpose of the Corporation shall be to engage in any lawful business or any lawful act or activity for which a corporation may be organized under Chapter 55 of the General Statutes of North Carolina.

**ARTICLE VII**

To the fullest extent permitted by the North Carolina Business Corporation Act as it exists or may hereafter be amended, persons acting as directors and/or incorporators of the Corporation shall not be liable to the Corporation or any of its shareholders for monetary damages for their activities performed in connection with the organization of the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles this 14<sup>th</sup> day of November, 1997.

  
Nancy E. LeCroy, as Incorporator

Drawn by, return to:  
Parker, Poe, Adams & Bernstein L.L.P.  
2500 Charlotte Plaza  
Charlotte, North Carolina 28244  
Attn: Nancy E. LeCroy, Esq.

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "FAMILY DOLLAR STORES, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF JULY, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "FAMILY DOLLAR STORES, INC." WAS INCORPORATED ON THE TWENTY-FOURTH DAY OF NOVEMBER, A.D. 1969.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



734424 8300

SR# 20222986620

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203913752

Date: 07-14-22

**ARTICLE V**

The duration of the Corporation shall be perpetual.

**ARTICLE VI**

The purpose of the Corporation shall be to engage in any lawful business or any lawful act or activity for which a corporation may be organized under Chapter 55 of the General Statutes of North Carolina.

**ARTICLE VII**

To the fullest extent permitted by the North Carolina Business Corporation Act as it exists or may hereafter be amended, persons acting as directors and/or incorporators of the Corporation shall not be liable to the Corporation or any of its shareholders for monetary damages for their activities performed in connection with the organization of the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles this 14<sup>th</sup> day of November, 1997.

  
Nancy E. LeCroy, as Incorporator

Drawn by, return to:  
Parker, Poe, Adams & Bernstein L.L.P.  
2500 Charlotte Plaza  
Charlotte, North Carolina 28244  
Attn: Nancy E. LeCroy, Esq.

## Amendment or Correction to Biennial Report

Robert B. Evnen, Secretary of State  
P.O. Box 94608  
Lincoln, NE 68509  
www.sos.nebraska.gov

1) Exact Name of Corporation (exact name as stated in articles of incorporation or certificate of authority filed with the Nebraska Secretary of State):  
FAMILY DOLLAR, INC.

2) Amendment or Correction applies to the following type of Biennial Report (check only one box):  
 Foreign Corporation  Domestic Corporation

3) Years of Biennial Report being corrected (found on Report form): 2020 . 2021  
(note you must file a separate form for each reporting period being corrected)

4) Amendment or Correction is correcting or adding names of (check boxes as applicable):  
 Officer and indicate title of office and/or  Director (attach additional page if necessary)

PLEASE SEE ATTACHED SHEET FOR CORRECT LIST OF OFFICERS & DIRECTORS  
(Indicate whether change or addition is Officer (give title) or Director and provide both name and address of same)

(Indicate whether change or addition is Officer (give title) or Director and provide both name and address of same)

5) Amendment or Correction is correcting Principal Office:

Street Address City State Zip

6) Amendment or Correction is correcting name of state or jurisdiction under whose laws the corporation is formed:

7) Amendment or Correction is correcting Nature of Business conducted in Nebraska:

8) Amendment or Correction is changing Location of Property Owned or Used in Nebraska:

9)  Amendment or Correction is changing the Actual Value of Real Estate and Personal Property in Nebraska (if Foreign Corporation only): from \$ \_\_\_\_\_ to \$ \_\_\_\_\_. (Enclose additional occupation tax due for Corporation or if refund is due contact Secretary of State for refund form. Attach explanation of increase or decrease in Actual Value of Real Estate or Personal Property.)

OR

Amendment or Correction is changing the Amount of Paid Up Capital Stock (if Domestic Corporation only): from \$ \_\_\_\_\_ to \$ \_\_\_\_\_. (Enclose additional occupation tax due for Corporation or if refund is due, contact Secretary of State for refund form. Attach explanation of increase or decrease in Amount of Paid Up Capital Stock.)

DATED 9/23/21

*John S. Mitchell, Jr.*  
Signature

John S. Mitchell, Jr. VP/Assistant Secretary  
Printed Name/Title

FILING FEES: \$30.00  
Revised 07/01/2021

Neb. Rev. Stat. § 21-301, 21-304

1598680

DEC 15 1997

# APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS



Scott Moore, Secretary of State  
Room 1301 State Capitol, P.O. Box 94608  
Lincoln, NE 68509

STATE OF NEBRASKA  
SECRETARY'S OFFICE  
Received and recorded on  
Serial no. 9730  
of page 251  
84423  
Secretary of State

Submit in Duplicate

*Handwritten initials and date: JH 12-15-97 11:50pm*

Attach a certificate of good standing duly authenticated by the official having custody of the corporate records in the state or country under whose law the corporation is incorporated. Such certificate shall not be more than 60 days old. A certified copy of the articles of incorporation should not be submitted and is not acceptable in lieu of such certificate.

Name of Corporation FAMILY DOLLAR, INC.

Fictitious Name of Corporation \_\_\_\_\_  
(to be used only if actual corporate name is unavailable for use or does not comply with Nebraska law)

Incorporated under the laws of NORTH CAROLINA

Date Incorporation NOVEMBER 17 19 97

Period of Duration PERPETUAL

Address of Principal Office MAILING ADDRESS: P.O. Box 1017, Charlotte, NC 28201-1017  
10401 Old Monroe Road, Matthews, NC 28105  
Street Address City State Zip

Registered Agent THE PRENTICE-HALL CORPORATION SYSTEM, INC.

Registered Office 1900 FIRST BANK BUILDING  
233 SOUTH 13TH STREET LINCOLN NE 68508  
Street Address City Zip

DATED December 10, 1997

C. Martin Sowers  
Signature

C. MARTIN SOWERS, SENIOR VICE PRESIDENT  
Printed Name/Title

NOTE: The Business Corporation Act requires that every filing be signed by the chairperson of the board of directors, the president, or one of the officers of the corporation. If the corporation has not yet been formed or directors have not yet been selected, the filing shall be signed by an incorporator. If the corporation is in the hands of a receiver, trustee, or other court appointed fiduciary, the filing shall be signed by that fiduciary.

NOTE: To complete this form, you must list officers and directors on back

FILING FEE: \$145.00 plus \$5.00 for each page listing additional officers and directors

**MANAGEMENT OFFICERS:**

**EDDIE S. YATES**

**Chairman/Treasurer/Director**

10401 Old Monroe Rd. P.O. Box 1017  
Charlotte, NC 28201-1017

**Howard R. Levins - President/Chief Operating Officer**

10401 Old Monroe Rd. P.O. Box 1017  
Charlotte, NC 28201-1017

**E. James Kelly, Jr. Vice Chairman - Chief Financial & Adm Officer**

10401 Old Monroe Rd. P.O. Box 1017  
Charlotte, NC 28201-1017

**George R. Mahoney, Jr. and Secretary Executive Vice President A**

10401 Old Monroe Rd. P.O. Box 1017  
Charlotte, NC 28201-1017

**C. Martin Sowers Sr. Vice President/Finance**

10401 Old Monroe Rd. P.O. Box 1017  
Charlotte, NC 28201-1017

**Gilbert A. LaFare Vice President - Real Estate**

10401 Old Monroe Rd. P.O. Box 1017  
Charlotte, NC 28201-1017

**Janice B. Burris Assistant Secretary**

10401 Old Monroe Rd. P.O. Box 1017  
Charlotte, NC 28201-1017

**John G. Clifford Assistant Secretary**

10401 Old Monroe Rd. P.O. Box 1017  
Charlotte, NC 28201-1017

**Thomas E. Schoenheit Assistant Secretary**

10401 Old Monroe Rd. P.O. Box 1017  
Charlotte, NC 28201-1017

**DIRECTORS:**

**Leon Levine - Chairman/Treasurer/Director**

10401 Old Monroe Rd. P.O. Box 1017  
Charlotte, NC 28201-1017

Please copy this page and submit additional pages if needed.

**OFFICERS:**

**DIRECTORS:**

~~Sgt. E. Hollenbach -Div. Vice President, Taxation~~

~~Name  
1001 Old Monroe Rd. P.O. Box 1017  
Charlotte, NC 28201-1017~~

~~Address~~

~~Name/Title~~

~~Address~~

Name

Address

Please Copy this page and submit additional pages if needed.

STATE OF  
NORTH  
CAROLINA



Department of The  
Secretary of State

**CERTIFICATE OF EXISTENCE**

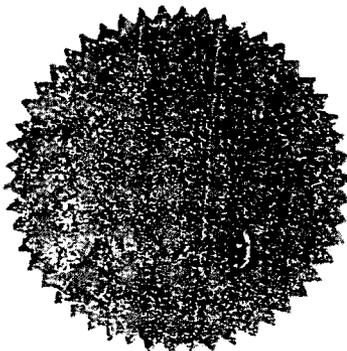
I, **ELAINE F. MARSHALL**, *Secretary of State of the State of North Carolina*, do hereby certify that

**FAMILY DOLLAR, INC.**

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 17th day of November, 1997, with its period of duration being perpetual.

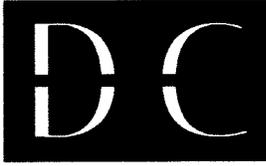
I **FURTHER** certify that the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 2nd day of December, 1997.



*Elaine F. Marshall*

Secretary of State



DECISIONS CONSULTING  
1100 Circle 75 Parkway SE  
Suite 210 Atlanta, GA 30339  
Licensing Director: (678) 660-5121  
licensing@decisions-consulting.com

**VIA FEDERAL EXPRESS**

Nebraska Liquor Control Commission  
301 Centennial Mall South  
PO Box 95046  
Lincoln, NE 68509-5046

Re: Family Dollar, Inc. (“Family Dollar”).

To Whom it May Concern:

I represent Family Dollar, Inc. (“Family Dollar”) in licensing matters. As part of the application process, it is requested that Family Dollar provide a simple business plan/description. Accordingly, I am submitting the following information and description.

**Business Plan/Description**

When it comes to delivering value on family essentials in a convenient neighborhood location, Family Dollar is THE one-stop shop! As one of the nation’s fastest-growing retailers, we offer a compelling assortment of merchandise for the whole family. Families will find household cleaners, food, health and beauty aids, toys, apparel, home fashions, and more—all for everyday low prices. Many of our items are \$1 or less, and most items in the store are priced below \$10. We make shopping fun while keeping our shoppers’ budgets top of mind.

As shoppers enter their neighborhood Family Dollar [such as the Store], they will discover great values on the name brands they trust in a clean, well-organized store staffed with friendly associates. Our relatively small footprint allows us to open new stores in rural areas, small towns, and large urban neighborhoods, meeting our shoppers right where they are. Family Dollar strives to be the best small-format value and convenience retailer, serving the needs of our shoppers in the neighborhoods we serve. We know how hard you work to provide for your family—so that’s why we’ve made shopping for them easier. Whether you’re preparing the perfect meal or snack, cleaning and re-organizing, looking for the perfect gift, or refreshing your home, count on Family Dollar to offer an abundance of products at affordable prices.

With regard to the proposed sale of alcohol for off-premises consumption, please be aware that Family Dollar takes the privilege of AB sales seriously and has a vigorous internal training and auditing program to ensure strict compliance and zero tolerance for failure to comply with all rules and regulations. In addition, Family Dollar locations are all equipped with surveillance cameras that monitor the cash registers, front doors, receiving and stockroom areas and always include at least one dedicated camera focused on beer and wine locations within the store. Based on these vigorous internal compliance

DECISIONS CONSULTING  
January 13, 2023

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matters and a culture of zero tolerance, Family Dollar is proud to say that from 2019 to 2021, the percentage rate of locations to violations received nationally is approximately less than four hundredths of one percent (.004%). Family Dollar remains committed to that standard of compliance excellence in Columbus, Nebraska.

If you would like to obtain more information, please do not hesitate to contact me by email [jballi@decisions-consulting.com](mailto:jballi@decisions-consulting.com) or the assigned licensing specialist, Ashley Googer at [agooger@decisions-consulting.com](mailto:agooger@decisions-consulting.com).

Sincerely,

DECISIONS CONSULTING

James A. Balli

  
Ashley Googer, Senior Licensing Specialist  
[agooger@decisions-consulting.com](mailto:agooger@decisions-consulting.com)  
Drina Miller, National Licensing Director  
[dmiller@decisions-consulting.com](mailto:dmiller@decisions-consulting.com)

STATE OF NEBRASKA  
Platte County  
Entered in Numerical Index and Filed for  
Record in the Recorder's Office of said  
County this 21st day of January  
A.D. 20 03 at 1:07 o'clock P.M.  
Recorded in Book 98 of Misc.  
Page 932 thereof  
Name: [Signature]  
Register of Deeds

Fee \$15  
Mail-Thomas M. Maul  
Attorney At Law  
P. O. Box 145  
Columbus, NE 68602-0145

Deputy

THIS SPACE FOR USE BY RECORDING OFFICIAL

Prepared by and mail after recording to: Thomas E. Schoenheit, Esquire  
Family Dollar Stores, Inc.  
Post Office Box 1017  
Charlotte, NC 28201-1017  
Phone: (704) 847-6961

STATE OF NEBRASKA

SHORT FORM LEASE

COUNTY OF PLATTE

5650

THIS LEASE is made and entered into this 17<sup>th</sup> day of December, 2002, by and between ERNST REALTY, LLC, a Nebraska limited liability company (hereinafter called "Landlord"), and FAMILY DOLLAR, INC., a North Carolina corporation (hereinafter called "Tenant").

W I T N E S S E T H:

Legal  
Lot 1, Block X  
North And  
First Addition  
to the City of  
Columbus,  
Platte County,  
Nebraska

In consideration of the covenants hereinafter contained, to all of which Landlord and Tenant agree, Landlord hereby demises and lets to Tenant, and Tenant hereby rents and hires from Landlord, that certain premises situated in the Landlord's shopping center located at the southwest corner of the intersection of 23<sup>rd</sup> Street (U. S. Highway 30) and Pershing Road, in the City of Columbus, County of Platte, State of Nebraska, and being that property together with the building comprising ~~8,160~~ <sup>8,120</sup> square feet to be constructed by Landlord as hereinafter provided (said property and building thereon, upon completion of construction, are hereinafter called the "demised premises"). The demised premises are shown outlined in red on Exhibit B - Site Plan attached hereto and made a part hereof. Tenant and its employees and invitees are also granted the right to use, in common with other tenants in the shopping center, the paved, marked, lighted parking, service and access areas shown on Exhibit B - Site Plan.

TO HAVE AND TO HOLD the demised premises for an initial term ending on the 30th day of June, 2013, upon the rents, terms, covenants and conditions contained in a certain Lease Agreement between the parties and bearing even date herewith (hereinafter called the "Lease"), which Lease is incorporated herein by reference. The Lease will be automatically extended, in accordance with the terms of the Lease, one period at a time, for four (4) successive periods of five (5) years each unless Tenant cancels the Lease. The Tenant has been and is hereby granted, in accordance with the terms of the Lease, certain exclusive use rights with respect to its business in the shopping center.

Furthermore, the Landlord has agreed and does hereby agree, in accordance with the terms of the Lease, that Landlord will not build any buildings in the shopping center except as shown on Exhibit B - Site Plan, that all areas shown on Exhibit B - Site Plan as paved, marked and lighted parking, service or access areas shall always be devoted to such indicated uses, and that the Lease



contains certain restrictions with respect to certain non-retail, parking-intensive uses.

Landlord's Address: ERNST REALTY, LLC  
615 East 23<sup>rd</sup> Street  
Columbus, NE 68601

Tenant's Address: FAMILY DOLLAR, INC.  
P. O. Box 1017  
Charlotte, NC 28201-1017  
Attn: Lease Administration Department

IN WITNESS WHEREOF, this indenture has been duly executed by said parties in manner and form provided by law, this the day and year first above written.

Witnesses:

LANDLORD  
ERNST REALTY, LLC (SEAL)

*James J. Ernst*  
Print Name: JAMES J. Ernst

By: *David Ernst*  
Name: David Ernst  
Title: Managing Member

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

ATTEST:

TENANT  
FAMILY DOLLAR, INC.

*Thomas E. Schoenheit*  
Thomas E. Schoenheit  
Assistant Secretary

By: *Clay Teter*  
Clay Teter  
Vice President

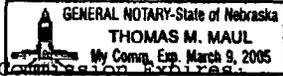
STATE OF NEBRASKA

NOTARY

COUNTY OF Platte  
I, Thomas M. Maul

, a Notary Public in and for the aforesaid State and County, do hereby certify that DAVID ERNST, Managing Member, personally appeared before me this day and that by the authority duly given and on behalf of ERNST REALTY, LLC, the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 3<sup>rd</sup> day of December, 2002.



Printed Name: Thomas M. Maul  
Notary Public

STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Sharon Wood, a Notary Public in and for the aforesaid State and County, do hereby certify that CLAY TETER and THOMAS E. SCHOENHEIT, Vice President and Assistant Secretary, respectively, of FAMILY DOLLAR, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 17<sup>th</sup> day of December, 2002.

*Sharon Wood*  
Sharon Wood  
Notary Public

My Commission Expires:  
08/15/2006

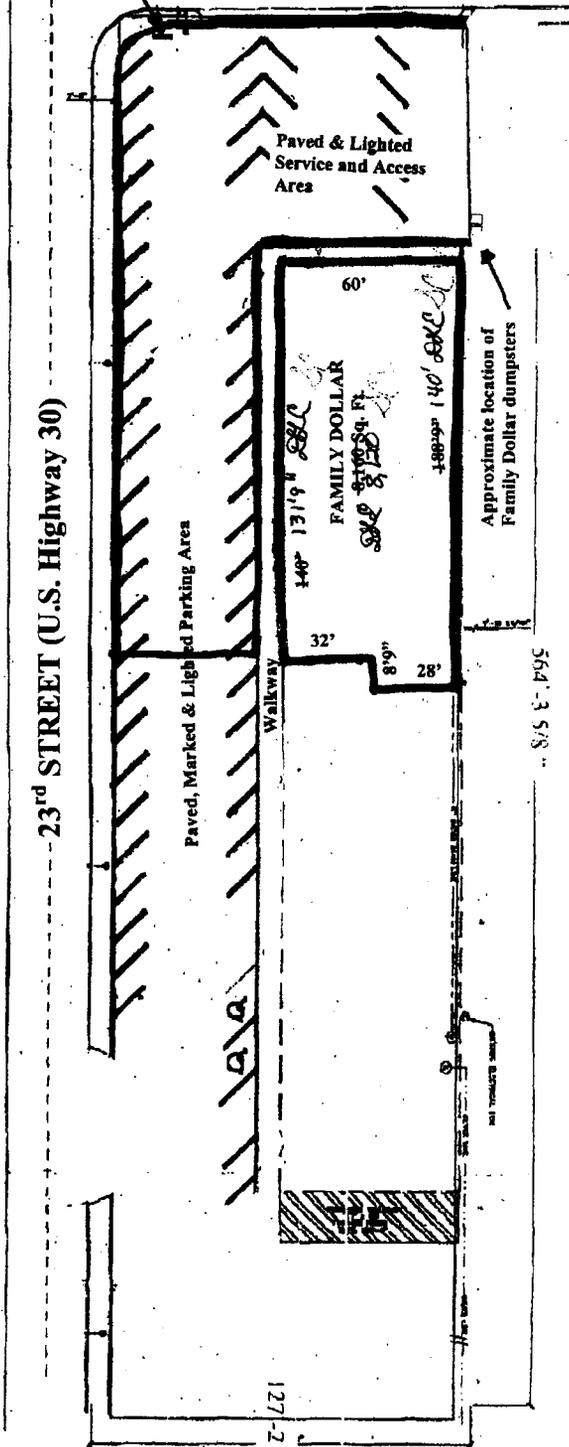


PERSHING ROAD

Approximate Location of Family Dollar road sign



23rd STREET (U.S. Highway 30)



= Protected Parking Area

EXHIBIT B - SITE PLAN

SHORT FORM LEASE DATED: 12-17-02

LOCATION: Columbus, NE

LANDLORD *DL* TENANT *SCW*



RECORDED & ENTERED  
BOOK 234 PAGE 729  
Deeds 729  
2016 JAN 27 AM 11:12

Deeds  
REGISTER OF DEEDS

Fee \$16.00  
Will call-Landmark Title & Escrow, Inc.

SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION

After recording, please return to:  
THOMAS M. MAUL, ATTORNEY AT LAW  
LAW OFFICE OF THOMAS M. MAUL  
2468 18TH AVENUE, P.O. BOX 145  
COLUMBUS, NE 68502-0145  
(402)564-5880

5650

# QUITCLAIM DEED

JAMES J. ERNST and ALICE S. ERNST, Husband and Wife, GRANTOR, in consideration of One Dollar and Other Valuable Consideration received from GRANTEE, TrilogE Realty, LLC, A Nebraska Limited Liability Company, quitclaims to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

See attached Exhibit A

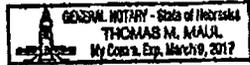
NEBRASKA DOCUMENTARY  
STAMP TAX  
\$ 15  
JAN 27 2016

Executed January 22, 2016.

James J. Ernst  
James J. Ernst  
Alice S. Ernst  
Alice S. Ernst

STATE OF NEBRASKA )  
                                  )SS.  
COUNTY OF PLATTE )

The foregoing instrument was acknowledged before me on January 22, 2016, by JAMES J. ERNST and ALICE S. ERNST, Husband and Wife.



[Signature]  
Notary Public

# Exhibit A

TRACT 1: All of Lot 1, Block X of North Park First Addition to the City of Columbus, Platte County, Nebraska, save and except a tract described as follows:

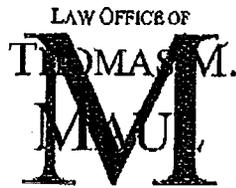
Beginning at the NW corner of Block X, North Park First Addition to the City of Columbus, Platte County, Nebraska; thence Easterly, on the North line of said Block X, 31.34 feet; thence Southerly, on a line parallel with the East line of 22nd Avenue, 127.20 feet, to a point on the South line of said Block X; thence Westerly, on the South line of said Block X, 30.72 feet, to the SW corner of said Block X; thence Northerly, on the West line of said Block X, 127.20 feet, to the point of beginning;

Along with an Easement of right-of-way for ingress and egress, along and across the following-described property:

The South 16.0 feet of the following-described tract: Beginning at the NW corner of Block X, North Park First Addition to the City of Columbus, Platte County, Nebraska; thence Easterly on the North line of said Block X, 31.34 feet; thence Southerly on a line parallel with the East line of 22<sup>nd</sup> Avenue, 127.20 feet to a point on the South line of said Block X; thence Westerly, on the South line of said Block X, 30.72 feet, to the SW corner of said Block X; thence Northerly, on the West line of said Block X, 127.20 feet, to the point of beginning; for the purposes of maintaining a driveway or alleyway for ingress and egress to and from Lot 1, Block X, North Park First Addition to the City of Columbus, Platte County, Nebraska.

TRACT 2: All that part of Lots 5, 6, 7 and 8, in Block 63, Original City of Columbus, Platte County, Nebraska, lying Northerly of a line 11.5 feet normally and radially distant Northerly of the center line of an existing railroad track of the Chicago, Burlington and Quincy Railroad Company, now abandoned, crossing said lots in an Easterly and Westerly direction, known as Track No. 3, described as follows: Beginning at the Northwest corner of Lot 5, Block 63, Original City of Columbus, Platte County, Nebraska; thence South on the West line of said Lot 5, 58.02 feet, to the Northerly Right-Of-Way line of the Chicago, Burlington and Quincy Railroad Company Spur Track #3; thence Southeasterly on an 825.27-foot radius curve concaved Northwesterly, 119.94 feet, to a point on the Northerly Right-Of-Way of said railroad; thence Southeasterly and on said Right-Of-Way, 150.99 feet, to the East line of Lot 8, Block 63, said point being 117.71 feet south of the Northeast corner of Lot 8; thence Northerly and on the East line of Lot 8, 117.71 feet, to the Northeast corner of said Lot 8; thence Westerly on the North line of Lots 5, 6, 7 and 8, Block 63, 263.94 feet to the point of beginning.

TRACT 3: All that part of Lots 5, 6, 7 and 8, Block 78, Original City of Columbus, Platte County, Nebraska, lying North of the UPRR R.O.W and all that part of Lots 5, 6, 7 and 8, Block 79, Original City of Columbus, Platte County, Nebraska, lying North of the UPRR R.O.W.



**THOMAS M. MAUL**  
ATTORNEY AT LAW

2468 18<sup>TH</sup> AVENUE, P.O. BOX 145  
COLUMBUS, NEBRASKA 68602-0145

TELEPHONE: (402)564-5880  
FACSIMILE: (402)564-7767  
EMAIL: maullaw@megavision.com

**FAX TRANSMITTAL COVER SHEET**

**DATE:** March 25, 2016

**TO:** Family Dollar/Facilities Management Dept.

**FAX NUMBER:** (704) 814-4119

**FROM:** Thomas M. Maul

**ORIGINAL DOCUMENT:**

Sent by U.S. Mail

Sent by Overnight Mail

Sent by Email

Retained in File

NUMBER OF PAGES  
INCLUDING COVER: 1

**SUBJECT:** Columbus, Nebraska Store #5650/Change of Ownership

**MESSAGE:** Please be advised that the above reference store location has been sold, and the new owner is TrilogE Realty, LLC, which was created by one of the store's former owners.

All rent checks should be made payable to TrilogE Realty, LLC. If you are currently mailing the payment, then they need to be mailed to: TrilogE Realty, LLC c/o Amy Classen, CPA, PO Box 280, Columbus, NE 68602-0280.

Please contact me with questions.

  
Thomas M. Maul

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U. S. POSTAL SERVICE. THANK YOU.

IF YOU ENCOUNTER DIFFICULTIES IN RECEIVING THIS FAX, PLEASE CALL (402)564-5880.

**LORRAINE CYR**

---

**From:** Tom Maul Law Office <maullaw@megavision.com>  
**Sent:** Thursday, March 31, 2016 3:10 PM  
**To:** LORRAINE CYR  
**Cc:** James Ernst; Amy Claussen  
**Subject:** Columbus Nebraska Store/Lease Assignment  
**Attachments:** Store #5650 Lease Assignment.pdf

Ms. Cyr, I apologize for the delay, but attached please find the Notice of Lease Assignment for the Columbus, NE Store #5650 and a copy of the filed deed showing ownership of the store property now being in the name of TrilogE Realty, LLC.

Briefly, James and Alice Ernst were 50% owners of Ernst Realty, LLC which owed the Columbus Family Dollar store property. In an agreement with the other members, Ernst Realty, LLC conveyed this Columbus store property to the 4 members of the LLC, individually, and then James and Sandy Ernst purchased their (the other two owners') 50% interest. Once the property was in James and Sandy Ernst's names they conveyed it to their new LLC, which is TrilogE Realty, LLC.

I have copies of all of the filed deeds for this transaction, if you would need to see them.

Your lease payment is currently going to an Ernst Realty, LLC account at Columbus Bank, and it should now go to a TrilogE Realty, LLC account at that same bank. If you can call me, I will give you the bank account information.

Please let me know if questions. Thanks,

Thomas M. Maul  
Attorney at Law  
2468 18th Avenue, P.O. Box 145  
Columbus, Nebraska 68602-0145

Telephone (402)564-5880  
Facsimile (402)564-7767  
Email: [maullaw@megavision.com](mailto:maullaw@megavision.com)

THE INFORMATION CONTAINED IN THIS EMAIL MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U. S. POSTAL SERVICE. THANK YOU.

Store # 25650

STATE OF NEBRASKA

SECOND AMENDMENT TO LEASE AGREEMENT

COUNTY OF PLATTE

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this 24<sup>th</sup> day of April, 2018, (the "Effective Date") by and between TRILOGE REALTY, LLC, a Nebraska limited liability company, successor in interest to Ernst Realty, LLC, ("Landlord"), and FAMILY DOLLAR, INC., a North Carolina corporation, ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated December 17, 2002, (the "Original Lease") as amended by that First Amendment to Lease Agreement dated April 22, 2013, (collectively, the "Lease") with respect to certain premises situated in the Landlord's shopping center located at the southwest corner of the intersection of 23<sup>rd</sup> Street (U.S. Highway 30) and Pershing Road, in the City of Columbus, County of Platte, State of Nebraska, as more specifically described in the Lease (the "Demised Premises") and identified by Tenant as Store # 25650 (formerly known as Store # 5650); and

WHEREAS, the current term of the Lease, being the first extended term, expires June 30, 2018; and

WHEREAS, Landlord and Tenant have reached an agreement to extend the Lease as provided herein;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants hereinafter contained, Landlord and Tenant agree that:

1. EXTENDED TERM AND RENT. The current term of the Lease, being the first extended term, is scheduled to expire on June 30, 2018. Landlord and Tenant agree that the first extended term is hereby lengthened to extend through June 30, 2023. Beginning July 1, 2018 and continuing through June 30, 2023, fixed rent will remain FIVE THOUSAND THREE HUNDRED THIRTY THREE AND 34/100 Dollars per month (\$64,000.08/annum) plus a percentage rent equal to 2% of gross sales (as defined in Paragraph 1 of the Original Lease) in excess of \$3,350,000.00 made by Tenant from the Demised Premises during each lease year.

The Lease provides for three remaining extended terms of five years each (the second, third and fourth extended terms). The fixed rent and other terms of the extended terms will be as set forth in Paragraph 6 of the Original Lease, except that the second extended term will commence on July 1, 2023, unless Tenant cancels such extended term as provided in the Lease.

For all purposes under the Lease, as amended by this Amendment, the phrases "the term of this Lease" and "lease term" will mean the current term, as extended, and any extended term that comes into effect pursuant to the Lease as amended.

*[Handwritten signature]*  
DIAH

Store #25650 Columbus, NE Renewal

2. NOTICES. Landlord's address in Paragraph 24 of the Original Lease is deleted and replaced with the following:

As to Landlord:           TRILOGE REALTY, LLC  
615 East 23<sup>rd</sup> Street  
Columbus, Nebraska 68601

---

3. ELECTRONICALLY DELIVERED SIGNATURES/COUNTERPARTS. This Amendment may be executed in any number of counterparts with the same effect as if all signatures on the counterpart pages appeared in the same instrument. When this Amendment is signed by Landlord or Tenant, Landlord or Tenant may deliver copies of this Amendment to the other party via electronic delivery, including, without limitation, e-mail or fax. Delivery of a party's signed counterpart of this Amendment via electronic delivery will be as valid and binding upon the parties as are original ink signatures.

4. LANDLORD AND TENANT WARRANTIES. Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment for the present term and all extensions. In addition, Landlord's representations, covenants and warranties of title and authority set forth in the Lease are hereby renewed and restated by Landlord. Landlord also represents and warrants that no consent or approval of any mortgagee of the demised premises or any other entity is required.

Tenant represents and warrants that Tenant has full right and lawful authority to enter into this Amendment.

It is mutually understood and agreed that the Lease will remain in full force and effect except as specifically modified and amended by this Amendment. All covenants, terms, obligations and conditions of the Lease, which are not modified or amended, are hereby ratified and confirmed.

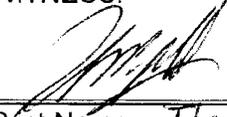


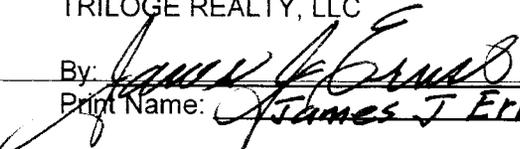
Store #25650 Columbus, NE Renewal

Landlord and Tenant have caused this Amendment to be duly signed and sealed.

WITNESS:

LANDLORD  
TRILOGE REALTY, LLC

  
Print Name: Thomas M. Masl

By:  (SEAL)  
Print Name: James J Ernst

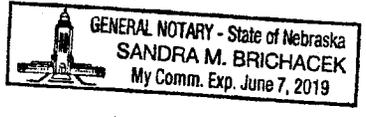
STATE OF Nebraska

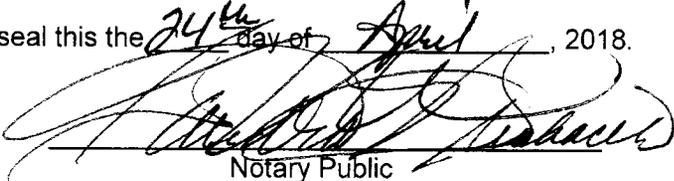
NOTARY

COUNTY OF Platte

I, Sandra M Brichacek, a Notary Public in and for the aforesaid State and County, do hereby certify that James J. Ernst, personally appeared before me this day and that by the authority duly given on behalf of TRILOGE REALTY, LLC, acknowledged the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 24<sup>th</sup> day of April, 2018.



  
Notary Public

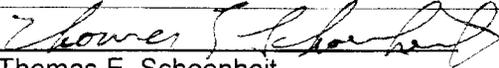
My Commission Expires:  
6/7/2019

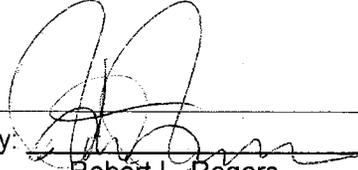


Store #25650 Columbus, NE Renewal

ATTEST:

TENANT  
FAMILY DOLLAR, INC.

  
Thomas E. Schoenheit  
Assistant Secretary

By:   
Robert L. Rogers  
Senior Vice President – Real Estate

STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Christal Page, a Notary Public in and for the aforesaid State and County, do hereby certify that ROBERT L. ROGERS and THOMAS E. SCHOENHEIT, Senior Vice President – Real Estate and Assistant Secretary, respectively, of FAMILY DOLLAR, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 12<sup>th</sup> day of April, 2018.



Christal Page  
Notary Public

My Commission Expires:  
September 14, 2018



R

# FAMILY DOLLAR

March 26, 2018

TrilogE Realty, LLC  
615 E 23rd St  
Columbus, NE 68601

RE: Family Dollar Store #25650 - 2007 23RD ST, Columbus, NE

Dear Landlord,

Last week you received a letter from Family Dollar asking your permission to place an ice storage unit ("ISU") in front of our store. We ask that if you should have any questions, please contact *Sharon Davis* at (704) 708-2624 or [sdavis1@familydollar.com](mailto:sdavis1@familydollar.com). Sharon is also the correct contact to receive your approval or disapproval acknowledgement.

Thank you for your consideration of our request.

Very truly yours,  
Family Dollar Stores, Inc.

---

Landlord hereby  APPROVES  REJECTS Tenant's request for the ISU.

LANDLORD:

By: *James J. Evans*

Print Name: *James J. Evans*

Title: *Managing Member*



May 14, 2018

TrilogE Realty, LLC  
615 E 23rd St  
Columbus, NE 68601

RE: Family Dollar Store #25650 - 2007 23RD ST, COLUMBUS, NE

Dear Landlord,

We are writing to ask your permission to place a propane tank storage cabinet ("Cabinet") in front of our store. A picture of the Cabinet with its dimensions is attached to this letter. Many retailers, including drug stores and supermarkets, are now selling propane tanks. Family Dollar is asking for your approval so that it can remain competitive in the market where our store is located. The Cabinet would not be attached to the real estate so there would be no penetration of the sidewalk or the wall of the store. The Cabinet would be placed against the front wall of the store so that it would not block the sidewalk. As Landlord, you would have no obligations with regard to the Cabinet or the propane tanks. Family Dollar will indemnify the Landlord from any claims arising from its sale of propane. The Cabinet will be fully compliant with all state and local requirements and Family Dollar will be fully responsible for maintenance. We appreciate your prompt attention to this request. Please indicate your approval or disapproval as provided below, and sign and return this letter via email to [spleaseadm@familydollar.com](mailto:spleaseadm@familydollar.com). Should you have any questions please send them to [spleaseadm@familydollar.com](mailto:spleaseadm@familydollar.com).

Thank you for your consideration.

Very truly yours,  
Family Dollar

Landlord hereby  APPROVES  REJECTS Tenant's request for a propane tank storage cabinet as shown in the attached picture.

LANDLORD:

By: *James J. Ernst*

Print Name: JAMES J. ERNST

Title: Manager

Serial Number  
1387543

0000233

DATE 07/22/2013

# Nebraska Department of Revenue

\*To cancel, see instructions on reverse

NONTRANSFERABLE  
STATE IDENTIFICATION NO  
001-009102035

## SALES TAX PERMIT FOR THIS LOCATION

LOCATION ADDRESS

MAILING ADDRESS

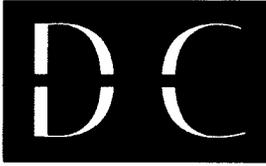
FAMILY DOLLAR 5650  
FAMILY DOLLAR INC  
2007 23RD ST  
COLUMBUS NE 68601

FAMILY DOLLAR INC  
PO BOX 1017  
CHARLOTTE NC 28201

DISPLAY PROMINENTLY AT BUSINESS LOCATION

Tax Commissioner

*Roy A. Gull*  
5650



DECISIONS CONSULTING  
1100 Circle 75 Parkway SE  
Suite 210 Atlanta, GA 30339  
Licensing Director: (678) 660-5121  
licensing@decisions-consulting.com

**VIA FEDERAL EXPRESS**

Nebraska Liquor Control Commission  
301 Centennial Mall South  
Lincoln, NE 68509

Re: Family Dollar, Inc. d/b/a Family Dollar Store #25650 at 2007 23rd St,  
Columbus, NE 68601

To Whom it May Concern:

Our firm is representing Family Dollar, Inc. in regard to a Class B License – Beer Only for the above referenced store location.

Enclosed, please find the following documents:

- 1.) Application for Class B License Application (Forms 100); Liquor License Corporation (Form 101); Controlling Corporation Insert (Form 185); Manager Application Insert (Form 103); Spousal Affidavit of Non-Participation Insert (Form 116); and Privacy Act Statement/Submission of Fingerprints

Please note that this application contains private, confidential and protected personal information of agents of the applicant. The Applicant would greatly appreciate you taking all possible steps (including redactions) to protect unnecessary disclosure of any private information provided in perpetuity.

**Please do not hesitate to contact me at [agooger@decisions-consulting.com](mailto:agooger@decisions-consulting.com) or by phone at 678-660-5283 if you have any questions.**

Sincerely,

DECISIONS CONSULTING

James A. Balli

Ashley Googer, Senior Licensing Specialist  
[agooger@decisions-consulting.com](mailto:agooger@decisions-consulting.com)  
Drina Miller, National Licensing Director  
[dmiller@decisions-consulting.com](mailto:dmiller@decisions-consulting.com)



December 3, 2022

To Whom It May Concern:

I, Harry R. Spencer, Assistant Secretary of Family Dollar, Inc., duly authorize the employees, attorneys, and agents of Decisions Consulting to act on behalf of Family Dollar, Inc., and its related entities, for all activities concerning the filing and updating of permits and licenses held by our company. This authorization includes, but is not limited to, acquiring any information regarding the license or permit and signing any necessary forms, applications, or documents.

Additionally, we request any correspondence relating to the application process be sent to the following address:

Decisions Consulting  
ATTN: Drina Miller  
1100 Circle 75 Parkway, Suite 210  
Atlanta, Georgia 30339  
[dmiller@decisions-consulting.com](mailto:dmiller@decisions-consulting.com)

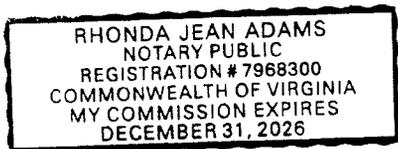
Additional authorized individuals are Rob Hosack, James Balli, Jonathan Crumly, Kelly Houston, Ashley Googer and all Licensing Specialists identified by the individuals listed herein. Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or [swesselh@dollartree.com](mailto:swesselh@dollartree.com). Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, Chesapeake, VA 23320.

Thank you,

Harry R. Spencer  
Assistant Secretary, Family Dollar, Inc.

Before me, HARRY R SPENCER, on this day personally appeared, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5<sup>TH</sup> day of DECEMBER, 2022.



R. Adams  
Notary Public

My Commission expires: 12/31/2026



December 3, 2022

To Whom It May Concern:

I, Harry R. Spencer, Assistant Secretary of Family Dollar, Inc., duly authorize the employees, attorneys, and agents of Decisions Consulting to act on behalf of Family Dollar, Inc., and its related entities, for all activities concerning the filing and updating of permits and licenses held by our company. This authorization includes, but is not limited to, acquiring any information regarding the license or permit and signing any necessary forms, applications, or documents.

Additionally, we request any correspondence relating to the application process be sent to the following address:

Decisions Consulting  
ATTN: Drina Miller  
1100 Circle 75 Parkway, Suite 210  
Atlanta, Georgia 30339  
[dmiller@decisions-consulting.com](mailto:dmiller@decisions-consulting.com)

Additional authorized individuals are Rob Hosack, James Balli, Jonathan Crumly, Kelly Houston, Ashley Googer and all Licensing Specialists identified by the individuals listed herein. Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or [swesselh@dollartree.com](mailto:swesselh@dollartree.com). Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, Chesapeake, VA 23320.

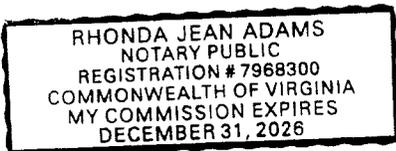
Thank you.

Harry R. Spencer  
Assistant Secretary, Family Dollar, Inc.

Before me, HARRY R SPENCER on this day personally appeared, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5<sup>TH</sup> day of DECEMBER, 2022.

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



My Commission expires: 12/31/2026

# PAYPORT

NEBRASKA.GOV

**PURCHASE RECEIPT**

**Nebraska Liquor Control Commission**

P.O. Box 95046  
Lincoln NE 68509-5046  
(402)471-4881  
michelle.porter@nebraska.gov  
OTC Local Ref ID: 78662146  
1/31/2023 05:08 PM

Status: **APPROVED**  
Customer Name: Licensing 1 Pcard  
Type: Visa  
Credit Card Number: \*\*\*\* \* 8951

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	76441092	\$400.00

Applicant Name:: **Family Dollar, Inc.**  
Trade Name (DBA):: **Family Dollar #25650**  
Address:: **2007 23rd St**  
City:: **Columbus**  
State:: **Nebraska**  
Zip Code:: **68601**  
Phone Number:: **678-660-5283**  
Email Address:: **agooger@decisions-consulting.com**

Total remitted to the Nebraska Liquor Control Commission	\$400.00
Total Amount Charged	\$409.96

10.A.1. Application of Family Dollar Store #25650 for Chad A. Thomas as manager in conjunction with liquor license.



# COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL  
CITY OF COLUMBUS

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

DATE: MARCH 6TH, 2023

SUBJECT: FAMILY DOLLAR STORE  
LIQUOR LICENSE APPLICATION  
2007 23RD STREET  
COLUMBUS, NEBRASKA

DISTRICT MANAGER: CHAD THOMAS

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 would recommend the Liquor License be denied due to the inadequate staffing and lack of surveillance cameras. The lack of staffing and surveillance cameras would increase the likelihood of shoplifting and make it more easily accessible to minors.

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

There is heavy motor vehicle and some pedestrian traffic at this location. There seems to be no traffic or parking problems. There 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 two to the west, CVS Pharmacy (Class C) and Walgreens (Class D) both approximately 2 blocks west. La Popular (Class D) approximately 3 blocks east.

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 are concerns that the establishment will not be able to protect against shoplifting due to the lack of employees working at the same time and the lack of

surveillance cameras. There is also considerable concern that the alcoholic liquor would be readily accessible to minor children since there are NO surveillance cameras in the business.

- 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:

I was advised by store management that often times there is only one (1) person working in the store at a time. This makes it impossible to monitor the front door of the establishment as they are often times helping customers throughout the store.

- 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:

The applicant has not demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the license can conform to all the provisions and requirements of, and rules and regulations adopted promulgated pursuant to the act. This business can't guarantee the proper staffing to monitor shoplifting. The fact that there are NO surveillance cameras which assist in the apprehension of shoplifters but is also used as a deterrent to keep individuals from shoplifting.

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

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

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

There is no evidence of discrimination involving the applicant.

- Q. Whether the applicant or the applicant's representatives suppressed any fact or provided any inaccurate information to the commission or local 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.

#### SUMMARY:

There are concerns that this establishment is not taking the proper steps to ensure that the alcoholic liquor will be properly maintained. The fact that there are NO surveillance cameras in the store which can be used in the apprehension of shoplifters as well as a deterrent. I was told by management that there are often times only one staff member working during the daytime hours. This will provide opportunity for shoplifting but even more concerning is the ability for minors to have access to the alcoholic liquors.

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

Office Use

RECEIVED

JAN 17 2023

NEBRASKA LIQUOR  
CONTROL COMMISSION

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

**MANAGER MUST:**

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

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

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

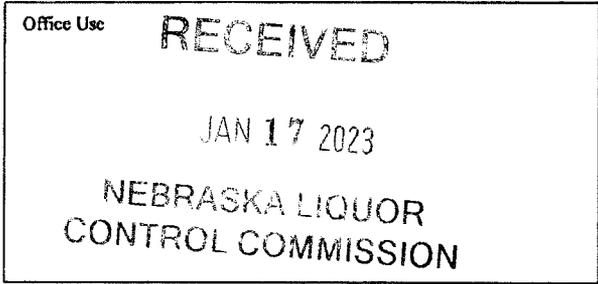
Spouse who **will** participate in the business, the spouse must:

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

BARCODE

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: Family Dollar, Inc.

**Premise information**

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

Premise Trade Name/DBA: Family Dollar Store #25650

Premise Street Address: 2007 23rd St

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 757-321-5493

Premise Email address: ab-licensing@dollartree.com

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

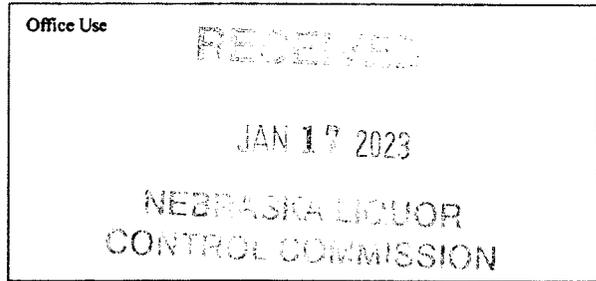
A handwritten signature in black ink, appearing to read "J. A. Burnett".

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

(Faxed signatures are acceptable)

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: Family Dollar, Inc.

**Premise information**

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

Premise Trade Name/DBA: Family Dollar Store #25650

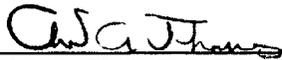
Premise Street Address: 2007 23rd St

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 757-321-5493

Premise Email address: ab-licensing@dollartree.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: Thomas First Name: Chad MI: A

Home Address: 7024 N. 89th Ave

City: Omaha County: Douglas Zip Code: 68122 + 5223

Home Phone Number: 605-777-2447

Driver's License Number & State: [REDACTED] NE

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Huron, SD

Email address: ab-licensing@dollartree.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
Omaha, NE	2020	Present	Hamilton, IL	2013	2015
Valley, MN	2018	2020	Eden Prairie, MN	2012	2013
Mililani, HI	2017	2018			
Sioux Falls, SD	2015	2017			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
10/21	Present	Family Dollar	James Hike	419-566-7650
8/18	10/21	Five Below	Kristin Niedringhavs	618-514-1437

**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

**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: 12/17/2021 Name on Certificate: Chad Thomas

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Chad A. Thomas	12/2021	TIPS (See attached certificate)

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Chad A. Thomas / District Manager	Current	Family Dollar - NE

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

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

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

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

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

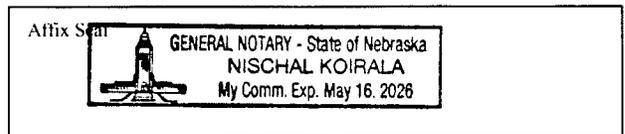
Chad Thomas Signature of Manager Applicant      \_\_\_\_\_ Signature of Spouse

ACKNOWLEDGEMENT

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

07/29/2022 date by Chad Thomas NAME OF PERSON BEING ACKNOWLEDGED

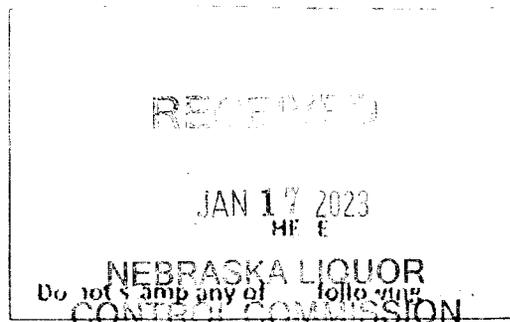
[Signature]  
Notary Public signature



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 Family Dollar Store #25650

Name of Person Being Fingerprinted: Chad A. Thomas

Date of Birth:                      Last 4 SSN:                     

Date fingerprints were taken: 4/8/22

Location where fingerprints were taken: Nebraska State Patrol

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK #                     

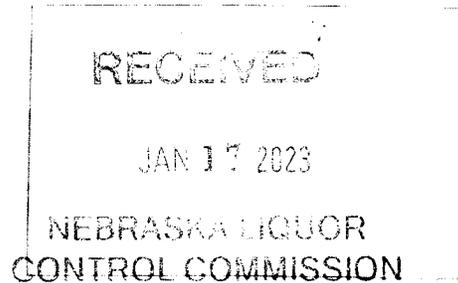
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Chad A. Thomas

**SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED**

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

NEBRASKA LIQUOR CONTROL COMMISSION  
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- 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/ns](http://www.ne.gov/go/ns);  
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**\*\*\*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.*

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

Trade Name Family Dollar Store #25650

Name of Person Being Fingerprinted: Peter Allan Barnett

Date of Birth:                      Last 4 SSN:                     

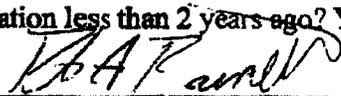
Date fingerprints were taken:                     

Location where fingerprints were taken:                     

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK #                     

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

  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



[Back to Lookup](#) / [Registrant Detail](#)

# Chad Alan Thomas

Political Party  
Republican

Precinct  
08-11

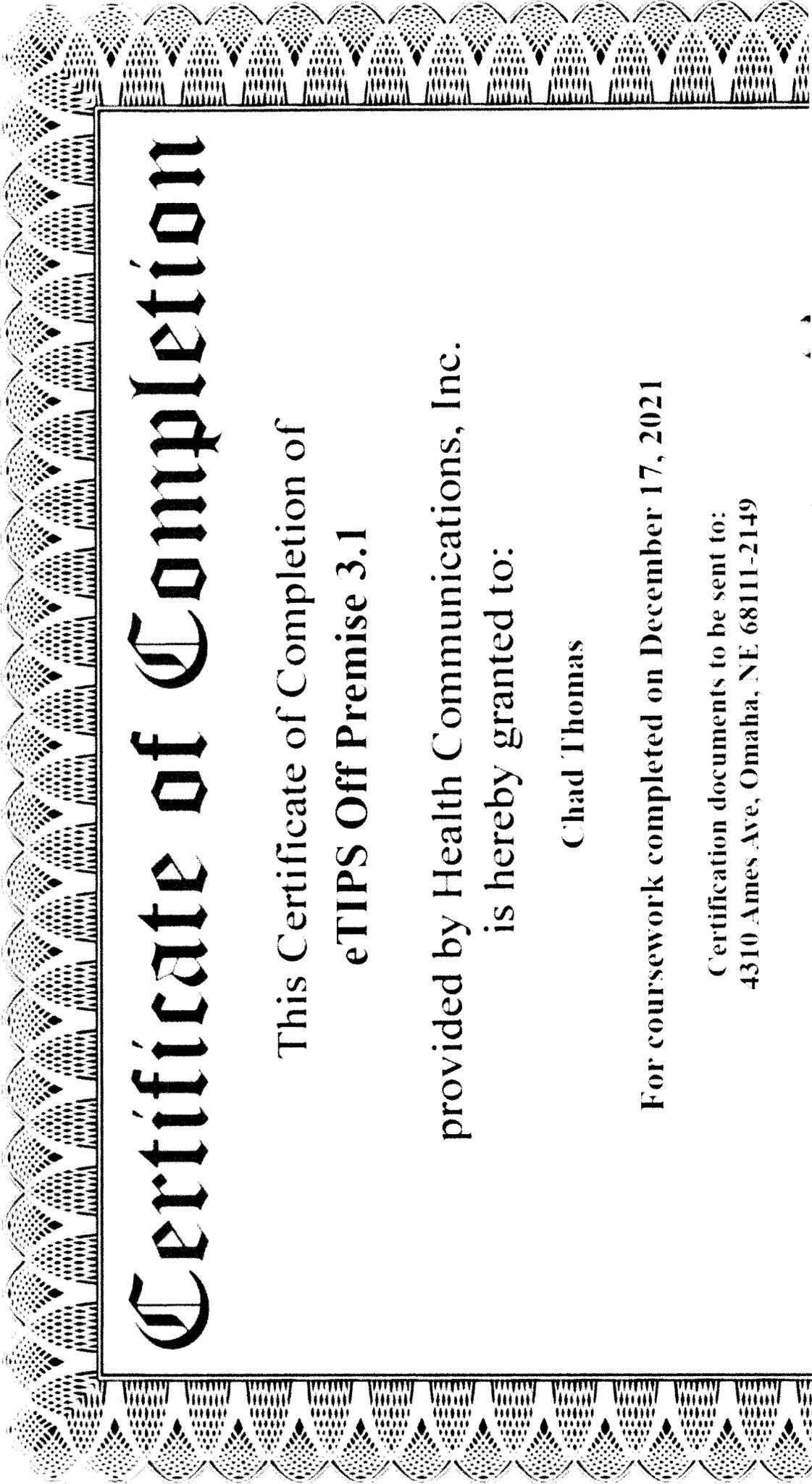
## Election Details

05/10/2022 2022 Prima ▾

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

## Polling Location

There is no polling location information available for the address and election.



# Certificate of Completion

This Certificate of Completion of  
eTIPS Off Premise 3.1  
provided by Health Communications, Inc.  
is hereby granted to:

Chad Thomas

For coursework completed on December 17, 2021

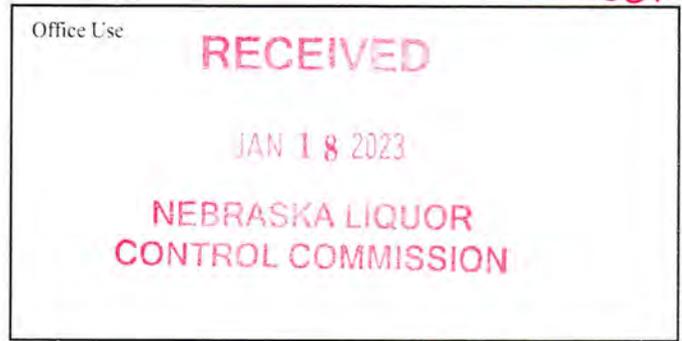
Certification documents to be sent to:  
4310 Ames Ave, Omaha, NE 68111-2149

11. **PETITIONS AND COMMUNICATIONS - None**
12. **REPORTS OF CITY OFFICES - None**
13. **REPORTS OF COUNCIL COMMITTEES - None**
14. **REPORTS OF SPECIAL COMMITTEES - None**
15. **REPORTS ON LEGISLATION - None**
16. **NEW BUSINESS**

16.A. Application of La Familia Lopez Inc. dba El Tapatio Mexican Restaurant, 2721 13 Street, for Fernando Lopez as manager in conjunction with Class "C" 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



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

**MANAGER MUST:**

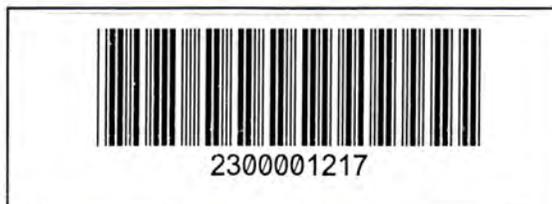
- ✓ Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- ✓ Fingerprints are required. See form 147 for further information, read form carefully to avoid delays 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

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

- NA ✓ 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



0400  
0019

**MANAGER APPLICATION  
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
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**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: La Familia Lopez Inc

**Premise information**

Liquor License Number: C-049881 Class Type C (if new application leave blank)

Premise Trade Name/DBA: El Tapatio Mexican Restaurant

Premise Street Address: 2721 13th Street

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402-564-6645

Premise Email address: \_\_\_\_\_

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

A handwritten signature in blue ink, appearing to be "C. Lopez", written over a horizontal line.

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

(Faxed signatures are acceptable)

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

Last Name: Lopez First Name: Fernando MI: \_\_\_\_\_

Home Address: 201 NE Calle Colombo

City: Columbus County: Platte Zip Code: 68601 2859

Home Phone Number: 402-606-9080

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Guadalajara, Mexico

Email address: fernandolopez\_gdl@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: Lopez First Name: Teresa MI: \_\_\_\_\_

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Guadalajara, Mexico

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

**APPLICANT**

**SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Columbus, Nebraska	2000	Current	Columbus, Nebraska	2000	Current

### MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2000	Current	El Tapatio Mexican Restaurant	Ramon Lopez	402-564-6645
1998	2000	La Cabana Mexican Restaurant	Alfonso Cardenas	No longer exists

**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
Fernando Lopez	1992-2018	Omaha, NE	process to obtain American citizenship	Granted
Fernando Lopez	1998 not sure	Fremont, NE	Over the Speed limit	Stop program Clases
Fernando Lopez	1999 not sure	Fremont, NE	Over the Speed limit	Stop Program Clases
Fernando Lopez	2010 not sure	city ?, state TEXAS	Over the peed limit	Pay ticket by mail
Fernando Lopez	2011 not sure	Bellevue, NE	No proof of insurance	Stop Program Clases
Fernando Lopez	04/14/2016	Bellevue, NE	P.I. Crash	Dismiss

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: ServSafel Name on Certificate: ServSafe Alcohol Training

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Fernando Lopez	01/2023	ServSafe Alcohol

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Fernando Lopez/ Manager	2000-current	El Tapatio Mexican Restaurant
Fernando Lopez/Waiter	1998-2000	La Cabana Mexican Restaurant
Fernando Lopez/waiter	1995-1998	El Tapatio Mexican Restaurant
Teresa Lopez/Owner	2000-Current	El Tapatio Mexican Restaurant
Teresa Lopez/Waitress	1998-2000	La Cabana Mexican Restaurant
Teresa Lopez/Waitress	1995/1998	El Tapatio Mexican Restaurant

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.

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Signature of Manager Applicant

Signature of Spouse

### ACKNOWLEDGEMENT

State of Nebraska  
County of

Platte

The foregoing instrument was acknowledged before me this

6<sup>th</sup> day of January 2023

date

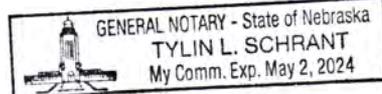
by Fernando Lopez & Teresa Lopez

NAME OF PERSON BEING ACKNOWLEDGED

Tylin L Schrant

Notary Public signature

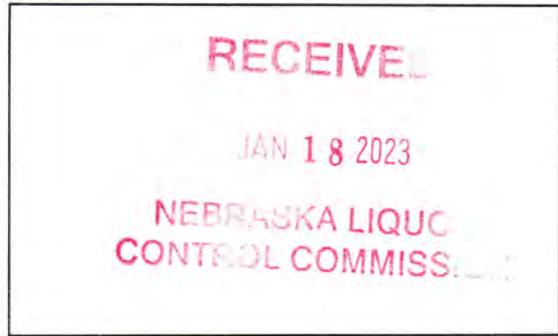
Affix Seal



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

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
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\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name El Tapatio Mexican Restaurant

Name of Person Being Fingerprinted: Fernando Lopez

Date of Birth:                      Last 4 SSN:                     

Date fingerprints were taken: 10/31/2022

Location where fingerprints were taken: Platte County Jail

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # 005910

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

Eryn Roberts  
(402) 563-4908  
Platte County Election Commissioner  
2610 14th St.  
Columbus, NE 68601

**Return Service Requested**



**Acknowledgement & Verification of Registration**

**IMPORTANT INFORMATION ON BACK**

DETACH AT PERFORATION AND KEEP ENTIRE BOTTOM PORTION

**Precinct: 1B**  
**Polling Place:** Party: NONP  
Platte County Ag Park  
822 15th St.  
Columbus  
U.S. Congressional District 1  
Legislative District 22  
Central Com College Dist 5  
Columbus Public Schools  
Columbus City Council-Ward 1

FOR WALLET SIZE - FOLD HERE

**Platte County, State of Nebraska**

3701725  
Fernando Lopez  
201 NE Calle Colombo St  
Columbus, NE 68601

ESU 7 District 8



# Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



**ServSafe Alcohol® CERTIFICATE**

ID # 22855269  
CARD # 23083248

FERNANDO LOPEZ

NAME

1/5/2023

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.



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Sherman Brown  
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.

NATIONAL  
RESTAURANT  
ASSOCIATION

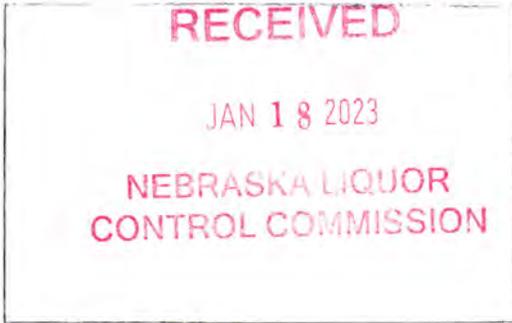
233 South Wacker Drive  
Suite 3600  
Chicago, IL 60606-6383  
1.800.SERVSAFE  
312.715.1010 In the Chicago area  
ServSafe.com

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

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

Name of Person Being Fingerprinted: Teresa Lopez

Date of Birth:                      Last 4 SSN:           

Date fingerprints were taken: 10-31-2022

Location where fingerprints were taken: Platte County Jail

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # 005909

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

Teresa Lopez  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Eryn Roberts  
(402) 563-4908  
Platte County Election Commissioner  
2610 14th St  
Columbus, NE 68601

### Return Service Requested



#### Acknowledgement & Verification of Registration

IMPORTANT INFORMATION ON BACK

DETACH AT PERFORATION AND KEEP ENTIRE RETURN SEPARATE

**Precinct:** 1B  
**Polling Place:** **Party:** NONP  
Platte County Ag Park  
822 15th St  
Columbus  
U.S. Congressional District 1  
Legislative District 22  
Central Com College Dist 5  
Columbus Public Schools  
Columbus City Council-Ward 1  
ESU 7 District 8



Platte County, State of Nebraska  
3693811  
Teresa Lopez  
201 NE Calle Colombo St  
Columbus, NE 68601

PLATTE COUNTY, NEBRASKA

**Affidavit Charges, including traffic violations continue**

Fernando Lopez has not have any violations since 2016 attached copy of DMV report

<b>Name of Applicant spouse</b>	<b>Date of Conviction</b>	<b>Where Convicted City &amp; State</b>	<b>Description of Charge</b>	<b>Disposition</b>
Teresa Lopez	1995-2018	Omaha, NE	American Citizenship	Granted

Teresa Lopez has never have any charge, violations, or process except the one to obtain the America Citizenship, attached copy of DMV report



Driver and Vehicle Records Division

301 Centennial Mall South, P.O. Box 94789

LINCOLN, NEBRASKA 68509-4789

(402) 471-3918

Fax (402) 471-8694

COMPLETE ABSTRACT OF RECORD

Print Date: 12/07/2022

Page: 01 of 01

FERNANDO LOPEZ

Driver License: [REDACTED]

FERNANDO LOPEZ
201 NE CALLE COLOMBO
COLUMBUS NE 68601
Resident County: 10
AKA Name: FERNANDO LOPEZ SR
AKA Name: FERNANDO LOPEZ FLORES

DOB: [REDACTED] Status: VALID
Gender: M Race: H
Height: 5'06" Weight: 198
Eyes: BRO Hair: BRO
DOB: [REDACTED]
DOB: [REDACTED]

DLN/Permit/ID Card: [REDACTED]
Issue County: 10
Restrictions:
Replacement: 06-21-2022

License Class: 0
Issued: 12-10-2018 Expir: 07-25-2024
Endorsements:

\*\*\*\*\*7L0\*\*\*\*\*

This is to certify that the above is a true and correct abstract of the operating record of the above-named individual as contained in our files. Any entry for an accident which may appear above is for statistical purposes only and does not indicate a determination of fault.

Betty Johnson (handwritten signature)

Betty Johnson
Driver and Vehicle Records Division

# Nebraska Department of Motor Vehicles

(<http://clickdmvne.gov/>)

## Purchase Successful!

Thank you for your purchase. A confirmation e-mail has been sent to the e-mail address you provided.

Order ID #:	NE6390E4687D31D
Order Total:	\$7.50
Order Date/Time:	Wed Dec 07 2022 13:08:22

## Driver Information

Name:	LOPEZ, FERNANDO
County:	Platte (10)
Issued in County:	Platte (10)
Date of Birth:	██████████
Sex:	Male
Race:	
Height:	5'06"
Weight:	198
Eye Color:	Brown
Hair Color:	Brown
Issue Date:	12/10/2018
	Expires: 07/25/2024
	Last Duplicate Issued: 06/21/2022

## Driver Record

License Status:	VALID
Non-Domiciled	No
Class:	O

## Convictions

No convictions listed.

## Accidents

No Accidents Listed.

## Withdrawals

No Withdrawals Listed.

## Permits

No Permits Listed.



Driver and Vehicle Records Division

301 Centennial Mall South, P.O. Box 94789  
LINCOLN, NEBRASKA 68509-4789  
(402) 471-3918  
Fax (402) 471-8694

COMPLETE ABSTRACT OF RECORD

Print Date: 12/07/2022 Page: 01 of 01

TERESA LOPEZ

Driver License: [REDACTED]

TERESA LOPEZ  
201 NE CALLE COLOMBO  
COLUMBUS NE 68601  
Resident County: 10  
AKA Name: TERESA J LOPEZ

DOB: [REDACTED] Status: VALID  
Gender: F Race: H  
Height: 5'02" Weight: 120  
Eyes: BRO Hair: BRO  
DOB: [REDACTED]

DLN/Permit/ID Card: [REDACTED]  
Issue County: 10  
Restrictions: BF

License Class: 0  
Issued: 11-07-2018 Expir: 12-20-2024  
Endorsements:

\*\*\*\*\*7L1\*\*\*\*\*

This is to certify that the above is a true and correct abstract of the operating record of the above-named individual as contained in our files. Any entry for an accident which may appear above is for statistical purposes only and does not indicate a determination of fault.

Betty Johnson  
Driver and Vehicle Records Division

# Nebraska Department of Motor Vehicles

(<http://clickdmv.ne.gov/>)

## Purchase Successful!

Thank you for your purchase. A confirmation e-mail has been sent to the e-mail address you provided.

Order ID #:	NE6390E5947F990
Order Total:	\$7.50
Order Date/Time:	Wed Dec 07 2022 13:13:43

## Driver Information

Name:	LOPEZ, TERESA
County:	Platte (10)
Issued in County:	Platte (10)
Date of Birth:	██████████
Sex:	Female
Race:	
Height:	5'02"
Weight:	120
Eye Color:	Brown
Hair Color:	Brown
Issue Date:	11/07/2018
	Expires: 12/20/2024

## Driver Record

License Status:	VALID
Non-Domiciled:	No
Class:	O
Restrictions:	Outside Mirrors Corrective Lenses

## Convictions

No convictions listed.

## Accidents

No Accidents Listed.

## Withdrawals

No Withdrawals Listed.

## Permits

No Permits Listed.



**Jim Pillen**  
Governor

**STATE OF NEBRASKA**  
**NEBRASKA LIQUOR CONTROL COMMISSION**

**Hobert B. Rupe**  
*Executive Director*  
301 Centennial Mall South  
P.O. Box 95046  
Lincoln, Nebraska, 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814 or (402) 471-2374  
TRS USER 800-833-7352 (TTY)  
Web Address <https://www.lcc.nebraska.gov>

Today's Date: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

**I have attached a copy of a new corporate manager application submitted to the Nebraska Liquor Control Commission. Please complete the following information below to indicate your recommendation.**

Licensee Name: \_\_\_\_\_

Trade Name (DBA): \_\_\_\_\_

License Number: \_\_\_\_\_

Manager Name: \_\_\_\_\_

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

APPROVED

NO LOCAL RECOMMENDATION

DENIED

COMMENTS: (YOU MAY ATTACH MINUTES AND/OR ADDITIONAL NOTES)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Clerk's Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Kim Lowe**  
*Commissioner*

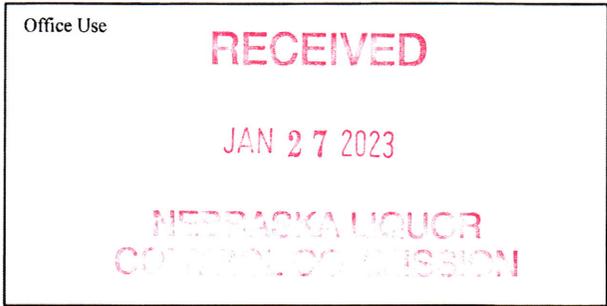
**Bruce Bailey**  
*Chairman*

**Harry Hoch**  
*Commissioner*

16.B. Application of Casey's Retail Company, dba Casey's 3089, 1118 8 Street; Casey's 2881, 2903 23 Street; Casey's 1965, 2671 33 Avenue; and Casey's 1177, 3821 Howard Boulevard, for Christopher C. Sieck as manager in conjunction with Class "D" 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



**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:**

- NA • 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



0400  
0019

**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**

JAN 27 2023

**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: CASEY'S RETAL COMPANY

**Premise information**

Liquor License Number: 122356 Class Type D (if new application leave blank)

Premise Trade Name/DBA: CASEYS 3089

Premise Street Address: 1118 8TH ST

City: COLUMBUS County: PLATTE Zip Code: 68601-7128

Premise Phone Number: (402) 564-9958

Premise Email address: LICENSINGTEAM@CASEYS.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](#).

*Douglas M. Beech*

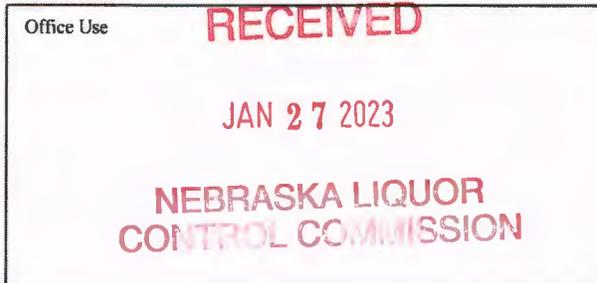
FOR CASEY'S RETAIL COMPANY,  
BY DOUGLAS M. BEECH,  
ASSISTANT SECRETARY

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

(Faxed signatures are acceptable)

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: CASEY'S RETAL COMPANY

**Premise information**

Liquor License Number: 122402 Class Type D (if new application leave blank)

Premise Trade Name/DBA: CASEYS 2881

Premise Street Address: 2903 23RD ST

City: COLUMBUS ✓ County: PLATTE Zip Code: 68601-3205

Premise Phone Number: (402) 563-3738

Premise Email address: LICENSINGTEAM@CASEYS.COM

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

A handwritten signature in blue ink that reads "Douglas M. Beech".

FOR CASEY'S RETAIL COMPANY,  
BY DOUGLAS M. BEECH,  
ASSISTANT SECRETARY

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

(Faxed signatures are acceptable)

RECEIVED

Office Use

JAN 27 2023

NEBRASKA LIQUOR CONTROL COMMISSION

MANAGER APPLICATION  
INSERT - FORM 3c

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

**MUST BE:**

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

Corporation/LLC information

Name of Corporation/LLC: **CASEY'S RETAL COMPANY**

Premise information

Liquor License Number: **122822** Class Type **D** (if new application leave blank)

Premise Trade Name/DBA: **CASEYS 1965**

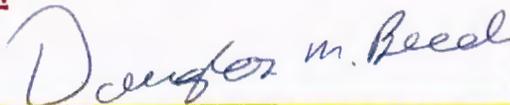
Premise Street Address: **2671 33RD AVE**

City: **COLUMBUS** County: **PLATTE** Zip Code: **68601-2313**

Premise Phone Number: **(402) 562-6267**

Premise Email address: **LICENSINGTEAM@CASEYS.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](#).



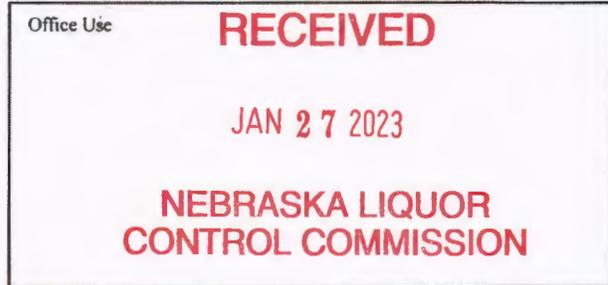
FOR CASEY'S RETAIL COMPANY,  
BY DOUGLAS M. BEECH,  
ASSISTANT SECRETARY

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

(Faxed signatures are acceptable)

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: CASEY'S RETAL COMPANY

**Premise information**

Liquor License Number: 124139 Class Type D (if new application leave blank)

Premise Trade Name/DBA: CASEYS 1177

Premise Street Address: 3821 HOWARD BLVD

City: COLUMBUS County: PLATTE Zip Code: 68601-8330

Premise Phone Number: (402) 564-9165

Premise Email address: LICENSINGTEAM@CASEYS.COM

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

A handwritten signature in black ink that reads "Douglas M. Beech".

FOR CASEY'S RETAIL COMPANY,  
BY DOUGLAS M. BEECH,  
ASSISTANT SECRETARY

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

(Faxed signatures are acceptable)

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

Last Name: SIECK *spouse* First Name: CHRISTOPHER MI: C

Home Address: 14002 PARKER ST

City: OMAHA County: DOUGLAS Zip Code: 68154 *3021*

Home Phone Number: 515-601-7303

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: OMAHA, NE

Email address: CHRIS.SIECK@CASEYS.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: SIECK First Name: KELLY MI: A

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: KEARNEY, NE

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

**APPLICANT**

**SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
OMAHA, NE	2016	2022			
DUBUQUE, IA	2014	2016			
OMAHA, NE	2001	2014			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2021	2023	CASEY'S	DAVE JOHNSON	605-370-4654
2004	2021	DOLLAR GENERAL	ERIC ANGLADE	480-450-2781

**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
CHRISTOPHER SIECK	09/2021	OMAHA, NE	FOLLOWING TO CLOSELY	FINE AND DRIVING COURSE

**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):

N/A

**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. *OK*

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)
CHRISTOPHER SIECK	05/19/2022	SERVSAFE ALCOHOL

\*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

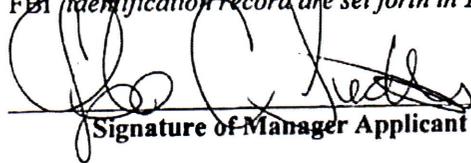
**PERSONAL OATH AND CONSENT OF INVESTIGATION**

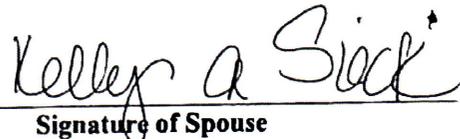
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true.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

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

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

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

  
Signature of Manager Applicant

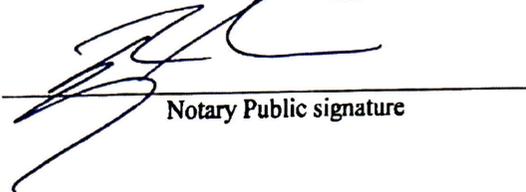
  
Signature of Spouse

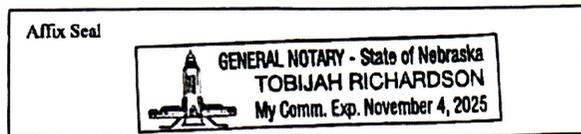
**ACKNOWLEDGEMENT**

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

June 3, 2022  
date

by Tobijah Richardson  
NAME OF PERSON BEING ACKNOWLEDGED

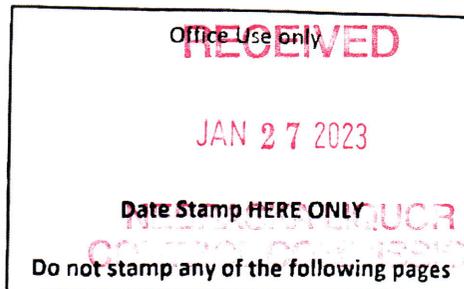
  
Notary Public signature



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

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

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

Name of Person Being Fingerprinted: Christopher C Sieck

Date of Birth: \_\_\_\_\_ Last 4 SSN: \_\_\_\_\_

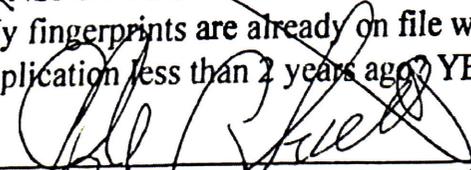
Date fingerprints were taken: 06/03/2022

Location where fingerprints were taken: 4411 S 108th St. Omaha NE 68127

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

This is your new permanent **POLLING PLACE INFORMATION / ACKNOWLEDGEMENT OF REGISTRATION CARD**. This card replaces any previous card you may have received. Please discard any old cards to avoid confusion. Please review your name, address, and political party listed below. If you find errors, please contact us immediately. Remember to re-register every time you move, change your name, or change parties.

You do not need to present this card in order to vote; however, it will help ensure you are voting at your correct location and in the correct precinct. If you have any questions, please contact us at (402) 444-VOTE (8683). You may also visit the Election Commission website at [www.votedouglascounty.com](http://www.votedouglascounty.com).

VOTER INFORMATION	
<b>Name:</b>	Christopher C Sieck
<b>Address:</b>	14002 Parker St Omaha NE 68154
	 2627655
<b>REMEMBER: If you move, you must re-register.</b>	
<b>Polling Place:</b>	Ezra Millard Elementary School Gymnasium 14111 Blondo Street Omaha, NE 68164 All Voters Use Main Entrance
<b>Party:</b>	D
<b>Ward:</b>	07
<b>Precinct:</b>	29
<b>Ballot Type:</b>	01
<b>Date Issued:</b>	7-22-2022

DISTRICT INFORMATION			
U.S. House of Rep	2	Legislature	04
City Council	7	Bd of Regents	8
NRD	4	MUD	TBD
OPPD	1	ESU	3-2
Public Svc Comm	2	Supreme Court	2
Appeals Court	2	School District	Millard #17
		Mayor	Omaha
		State Bd of Ed	8
		Metro CC	3
		Learning Community	4
		County Comm	4

★ POLLS ARE OPEN ON ELECTION DAY FROM 8:00 A.M. TO 8:00 P.M. ★

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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

RECEIVED

Office Use  
JAN 27 2023  
NEBRASKA LIQUOR  
CONTROL COMMISSION

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

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

Kelly A Sieck  
Signature of **NON-PARTICIPATING SPOUSE**  
Kelly A Sieck  
Print Name

Christopher C Sieck  
Signature of **APPLICANT**  
Christopher C Sieck  
Print Name

State of Nebraska, County of Douglas

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me  
this June 3, 2022 (date)

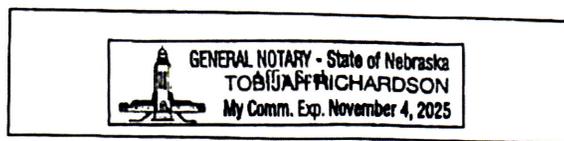
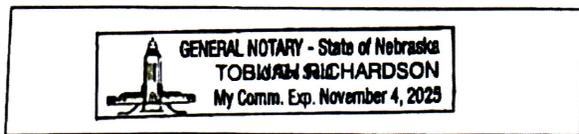
The foregoing instrument was acknowledged before me  
this June 3, 2022 (date)

by Tobiah Richardson  
Name of person acknowledged  
(Individual signing document)

by Tobiah Richardson  
Name of person acknowledged  
(Individual signing document)

[Signature]  
Notary Public Signature

[Signature]  
Notary Public Signature



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

# Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



**ServSafe**  
National Restaurant Association

ID # 21797809  
CARD # 22141166

### ServSafe Alcohol® CERTIFICATE

CHRISTOPHER SIECK

---

NAME

5/19/2022

---

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.





Sherman Brown  
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

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**NOTE:** You can access your score and certification information anytime at [ServSafe.com](http://ServSafe.com).

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at [ServiceCenter@restaurant.org](mailto:ServiceCenter@restaurant.org) or 800.765.2122, ext. 6703.

In Alaska you must laminate your card for it to be valid.

NATIONAL  
RESTAURANT  
ASSOCIATION

233 South Wacker Drive  
Suite 3600  
Chicago, IL 60606-6383  
1.800.SERVSAFE  
312.715.1010 In the Chicago area  
[ServSafe.com](http://ServSafe.com)

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**Jim Pillen**  
Governor

**STATE OF NEBRASKA**  
**NEBRASKA LIQUOR CONTROL COMMISSION**

**Hobert B. Rupe**  
*Executive Director*  
301 Centennial Mall South  
P.O. Box 95046  
Lincoln, Nebraska, 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814 or (402) 471-2374  
TRS USER 800-833-7352 (TTY)  
Web Address <https://www.lcc.nebraska.gov>

Today's Date: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

**I have attached a copy of a new corporate manager application submitted to the Nebraska Liquor Control Commission. Please complete the following information below to indicate your recommendation.**

Licensee Name: \_\_\_\_\_

Trade Name (DBA): \_\_\_\_\_

License Number: \_\_\_\_\_

Manager Name: \_\_\_\_\_

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

APPROVED

NO LOCAL RECOMMENDATION

DENIED

COMMENTS: (YOU MAY ATTACH MINUTES AND/OR ADDITIONAL NOTES)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Clerk's Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Kim Lowe**  
*Commissioner*

**Bruce Bailey**  
*Chairman*

**Harry Hoch**  
*Commissioner*

16.C. Comments from mayor and city council members.

**17. RESOLUTIONS**

17.A. Resolution No. R23-44 approving addendum to Collective Bargaining Agreement December 1, 2019, through December 31, 2024, with City of Columbus Police Department Fraternal Order of Police, Lodge No. 72, to amend residency requirement to state there will be no residency requirement.

# Draft

## RESOLUTION NO. R23-44

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT DECEMBER 1, 2019, THROUGH DECEMBER 31, 2024, WITH THE CITY OF COLUMBUS POLICE DEPARTMENT FRATERNAL ORDER OF POLICE, LODGE NO. 72, TO AMEND ARTICLE 15.1, RESIDENCY REQUIREMENT, TO STATE THERE WILL BE NO RESIDENCY REQUIREMENT FOR EMPLOYEES SUBJECT TO THIS AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE, AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus entered into a Collective Bargaining Agreement for December 1, 2019, through December 31, 2024, (hereinafter referred to as "Underlying Agreement") with the City of Columbus Police Department Fraternal Order of Police, Lodge No. 72; and

WHEREAS, both parties agree to amend the Underlying Agreement to remove the residency requirement in order to increase the retention and recruitment of police officers.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Addendum to the Underlying Agreement to amend Article 15.1, Residency Requirement, to state there will be no residency requirement for employees subject to this agreement, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

---

CITY ATTORNEY



The City of **Columbus**

**HUMAN RESOURCES DEPARTMENT**  
Human Resources • Risk Management  
Office (402) 562-4243 • Fax (402) 563-1380

**DATE:** February 28, 2023  
**TO:** Honorable Mayor and City Council  
**FROM:** Tammy Orender, Human Resource Director  
**SUBJECT:** Amended Police, Lodge No. 72 Collective Bargaining Agreement 2019/2024

The Police Union of Columbus Nebraska has changed Article 15.1 of the Agreement. The requirement previously stated that they were required to reside within thirty (30) minutes and is now changed to no requirement. Below are what other Cities have as a requirement:

- Hastings Currently in the process of changing to 60 minutes. Currently 30 miles.
- Norfolk 20 mile radius of City limit.
- Beatrice 45 minutes from Beatrice Police Department.
- Kearney 60 minutes and newly appointed who do not meet the residency requirement are granted 60 days to comply.
- Grand Island 45 minutes of City limit.
- Fremont 20 linear miles of City limit.

**SIGNATURE:**



**ADDENDUM TO:**  
CITY OF COLUMBUS, NEBRASKA  
AND  
CITY OF COLUMBUS POLICE DEPARTMENT FRATERNAL ORDER OF POLICE,  
LODGE NO. 72.  
COLLECTIVE BARGAINING AGREEMENT  
DECEMBER 1, 2019 THROUGH DECEMBER 31, 2024

WHEREAS, the City of Columbus and the City of Columbus Police Department Fraternal Order of Police, Lodge No. 72, entered into a Collective Bargaining Agreement for December 1, 2019 through December 31, 2024 (hereinafter referred to as the “Underlying Agreement”); and

WHEREAS, both parties would like to increase the retention and recruitment of officers and in an attempt to do so the parties now desire to amend the residency requirement of the Underlying Agreement by this Addendum.

NOW, THEREFORE, in consideration of the foregoing, and the mutual benefits provided by the Underlying Agreement and this Addendum, the Agreement is hereby amended as follows:

1. This Addendum hereby amends ARTICLE 15 of the Underlying Agreement to read as follows:

**ARTICLE 15**

**15.1 RESIDENCY REQUIREMENT**

There will be no residency requirement for employees subject to this Agreement.

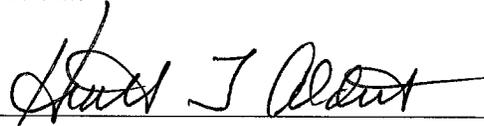
2. This Addendum shall be attached to and shall become a part of the Agreement.
3. The Addendum shall be effective as of the signature date of each Party.
4. All terms and conditions of the Underlying Agreement not otherwise amended or altered by this Addendum shall remain in full force and effect.

\*\*\*\*\*Remainder of Page Left Intentionally Blank\*\*\*\*\*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the City of Columbus, Nebraska:

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

Executed this 21<sup>st</sup> day of February, 2023 by City of Columbus Police  
Department Fraternal Order of Police, Lodge No. 72.:



\_\_\_\_\_  
Heath T. Aldrich (print name) as President  
of the City of Columbus Police Department  
Fraternal Order of Police, Lodge No. 72

ATTEST:

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

APPROVED AS TO FORM:

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

CITY OF COLUMBUS, NEBRASKA  
AND  
CITY OF COLUMBUS POLICE DEPARTMENT FRATERNAL ORDER OF  
POLICE, LODGE NO. 72.  
COLLECTIVE BARGAINING AGREEMENT  
DECEMBER 1, 2019 THROUGH DECEMBER 31, 2024

**TABLE OF CONTENTS**

**ARTICLE 1** ..... **4**  
1.1 AGREEMENT ..... 4  
**ARTICLE 2** ..... **4**  
2.1 PURPOSE ..... 4  
**ARTICLE 3** ..... **4**  
3.1 RECOGNITION..... 4  
**ARTICLE 4** ..... **4**  
4.1 COMPLETE AGREEMENT ..... 4  
4.2 CITY PERSONNEL MANUAL ..... 4  
**ARTICLE 5** ..... **5**  
5.1 SAVING PROVISION..... 5  
**ARTICLE 6** ..... **5**  
6.1 CHOICE OF LAW ..... 5  
**ARTICLE 7** ..... **5**  
7.1 DURATION OF AGREEMENT..... 5  
**ARTICLE 8** ..... **5**  
8.1 PROHIBITION OF DISCRIMINATION ..... 5  
8.2 UNION MEMBERSHIP ..... 5  
**ARTICLE 9** ..... **6**  
9.1 WORK STOPPAGES AND DISRUPTIONS ..... 6  
**ARTICLE 10** ..... **6**  
10.1 COMMISSION OF INDUSTRIAL RELATIONS (CIR)..... 6  
**ARTICLE 11** ..... **6**  
11.1 MEETINGS AND BULLETIN BOARDS ..... 6  
**ARTICLE 12** ..... **6**  
12.1 GRIEVANCE PROCEDURE ..... 6  
12.2 LIMITATIONS ..... 6  
12.3 DECISION APPEAL..... 7  
**ARTICLE 13** ..... **7**  
13.1 INQUIRIES, ALLEGATIONS, AND INTERNAL AFFAIRS INVESTIGATIONS..... 7  
**ARTICLE 14** ..... **8**  
14.1 POLYGRAPH EXAMINATIONS..... 8  
**ARTICLE 15** ..... **8**  
15.1 RESIDENCY REQUIREMENT ..... 8  
**ARTICLE 16** ..... **8**  
16.1 TOUR OF DUTY ..... 8  
**ARTICLE 17** ..... **9**  
17.1 WAGES ..... 9  
17.2 ADVANCEMENT ON THE PAY SCALE ..... 9  
17.3 DIRECT DEPOSIT OF PAY ..... 9  
**ARTICLE 18** ..... **9**  
18.1 RECALL TO DUTY ..... 9

<b>ARTICLE 19</b> .....	<b>10</b>
19.1 OVERTIME .....	10
19.2 HOURS WORKED .....	10
19.3 OVERTIME COMPENSATION .....	10
19.4 COURT APPEARANCES AND EMERGENCY CALL-BACK .....	10
19.5 WORK SHIFTS.....	11
<b>ARTICLE 20</b> .....	<b>11</b>
20.1 VACATION.....	11
<b>ARTICLE 21</b> .....	<b>11</b>
21.1 COMPENSATORY TIME .....	11
21.2 COMPENSATORY TIME SELL BACK.....	12
<b>ARTICLE 22</b> .....	<b>12</b>
22.1 SICK LEAVE .....	12
<b>ARTICLE 23</b> .....	<b>12</b>
23.1 EDUCATIONAL INCENTIVE.....	12
23.2 TUITION REIMBURSEMENT.....	12
<b>ARTICLE 24</b> .....	<b>13</b>
24.1 SHIFT DIFFERENTIAL .....	13
<b>ARTICLE 25</b> .....	<b>14</b>
25.1 FIELD TRAINING COMPENSATION.....	14
<b>ARTICLE 26</b> .....	<b>14</b>
26.1 ON CALL COMPENSATION.....	14
26.2 CELL PHONE STIPEND.....	14
<b>ARTICLE 27</b> .....	<b>14</b>
27.1 HOLIDAYS.....	14
<b>ARTICLE 28</b> .....	<b>15</b>
28.1 UNIFORMS, EQUIPMENT PURCHASES, & MAINTENANCE ALLOWANCE ....	15
28.2 BALLISTIC VESTS .....	15
28.3 QUARTERMASTER ACCOUNT .....	15
<b>ARTICLE 29</b> .....	<b>16</b>
29.1 PAYROLL DEDUCTION .....	16
<b>ARTICLE 30</b> .....	<b>16</b>
30.1 ELIGIBILITY LIST .....	16
<b>ARTICLE 31</b> .....	<b>16</b>
31.1 REST PERIODS .....	16
<b>ARTICLE 32</b> .....	<b>16</b>
32.1 TRAVEL TIME .....	16
<b>ARTICLE 33</b> .....	<b>17</b>
33.1 INSURANCE .....	17
<b>ARTICLE 34</b> .....	<b>17</b>
34.1 TEMPORARY SHIFT LEADER.....	17
<b>ARTICLE 35</b> .....	<b>18</b>
35.1 COMPASSIONATE LEAVE .....	18
<b>ARTICLE 36</b> .....	<b>18</b>
36.1 ACCEPTANCE OF AGREEMENT.....	18

## **ARTICLE 1**

### **1.1 AGREEMENT**

This Agreement is entered into by and between the City of Columbus, Nebraska, hereinafter referred to as the "Employer," and Fraternal Order of Police, Lodge No. 72, hereinafter referred to as the "Union."

## **ARTICLE 2**

### **2.1 PURPOSE**

The purpose of this Agreement is to achieve and maintain harmonious relations between the Employer and the Union which consists of Sergeants, Police Officers, or any other Civil Service rank below the rank of Captain; to maintain and increase individual productivity and quality of services; to prevent interruptions of work and interference with the efficient operation of the Columbus Police Department; and to provide an orderly and prompt method of handling and processing grievances. All portions of this Agreement shall be interpreted in such a manner as to further this purpose.

## **ARTICLE 3**

### **3.1 RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining agent for all full-time Sergeants, Police Officers, or any other Civil Service rank below the rank of Captain employed by the City of Columbus, Nebraska.

## **ARTICLE 4**

### **4.1 COMPLETE AGREEMENT**

The parties mutually agree that this contract constitutes the complete and entire Agreement between the Employer and the Union and supersedes all previous agreements. There are no oral agreements, nor is this Agreement based upon any oral representation covering the subject matter of this Agreement. Negotiations shall not be reopened on any subject, whether contained herein or not, during the life of this Agreement, unless agreed upon by both parties. This contract shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties. The Employer and Union agree to abide by the current Employer's personnel policies and procedures, except where this agreement invokes different policies and procedures.

### **4.2 CITY PERSONNEL MANUAL**

The current Columbus City Personnel Manual in City Ordinance, is considered part of this Agreement and is Attachment 1.

## **ARTICLE 5**

### **5.1 SAVING PROVISION**

If any provision of this Agreement is declared by proper legislature, administrative, or judicial authority to be void, unlawful, unenforceable, or not in accordance with applicable Civil Service rules, or law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 6**

### **6.1 CHOICE OF LAW**

This Agreement has been executed in accordance with the statutes and laws of the State of Nebraska, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska.

## **ARTICLE 7**

### **7.1 DURATION OF AGREEMENT**

This Agreement shall be in effect from December 1, 2019 through December 31, 2024. This Agreement shall automatically continue in effect beyond December 31, 2024, except that, after December 31, 2024, this Agreement may be terminated by the following manner:

By both parties agreeing to termination; or

By the making of a new contract between the Employer and the exclusive bargaining agent for the bargaining unit members covered by this Agreement.

## **ARTICLE 8**

### **8.1 PROHIBITION OF DISCRIMINATION**

All provisions of this Agreement shall be applied to all Employees in the bargaining unit without discrimination as to sex, race, color, age, religion, disability, veteran status, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of this Article.

### **8.2 UNION MEMBERSHIP**

The Employer and the Union agree not to intimidate, coerce, or in any manner interfere with the rights of unit Employees to form, join, or assist labor organizations, or to refrain from any such activities, including the right to withdraw, revoke, or cancel association membership at any time.

## **ARTICLE 9**

### **9.1 WORK STOPPAGES AND DISRUPTIONS**

A Union member participating in work stoppages and/or disruptions will be subject to disciplinary measures.

## **ARTICLE 10**

### **10.1 COMMISSION OF INDUSTRIAL RELATIONS (CIR)**

As a result of negotiations, and in consideration of this entire Collective Bargaining Agreement, the Union, on behalf of all of its members, and the Employer, hereby knowingly, intelligently, and voluntarily waive their right to file any proceedings with the Commission of Industrial Relations, or any Court within the State of Nebraska, alleging lack of comparability with respect to any wages, fringe benefits, or any other conditions of employment with respect to the term of the contract (December 1, 2019 through December 31, 2024) covered by this Agreement. If one of the parties allegedly violates a contract right, the Union or the Employer will be free to file a proceeding with the Commission of Industrial Relations or with a court of competent jurisdiction, or to submit the issue to arbitration. However, if the Union or the Employer chooses to submit the issue to arbitration, the other party must agree to such submission. A court's jurisdiction or the jurisdiction of the Nebraska Commission of Industrial Relations (CIR) will not be defeated or nullified in such a proceeding by the other party requesting arbitration after a petition has been filled.

## **ARTICLE 11**

### **11.1 MEETINGS AND BULLETIN BOARDS**

Except when scheduled for Columbus Police Department operations, the Employer agrees to allow the Union the use of Department facilities for meetings. The Employer agrees to allow the Union to post and maintain a bulletin board in the Police Officers Report Room or other agreed upon location for Union activities and information.

## **ARTICLE 12**

### **12.1 GRIEVANCE PROCEDURE**

A grievance is hereby jointly defined to be any claim, request, or complaint by any Employee or the union regarding the application of the specific terms of this Agreement.

### **12.2 LIMITATIONS**

The grievance procedure, as outlined in Section 6.25 of Employer's Personnel Policy Manual, shall not be used to change any provisions of this Agreement or any provisions of the personnel rules, regulations, or governing resolutions established by the Employer.

The grievance procedure described in Section 6.25 of the current Employer's Personnel Policy Manual shall govern the grievance process.

### 12.3 DECISION APPEAL

It is specifically acknowledged by both parties to this Agreement that any aggrieved party is not precluded from appealing a final decision rendered pursuant to this grievance procedure to any court of competent jurisdiction.

## **ARTICLE 13**

### 13.1 INQUIRIES, ALLEGATIONS, AND INTERNAL AFFAIRS INVESTIGATIONS

At no time will any employee of the Columbus Police Department randomly view recorded video events for the purpose of seeking disciplinary action. If a written or verbal complaint against an employee has been received from a named complainant, either internally or externally, any member of the employee's chain of command may review the recorded incident to determine the validity of a complaint prior to initiating an Allegation, Inquiry, Commendation.

The Employer agrees that the affected Employee's immediate Supervisor shall investigate any inquiry or allegation unless it involves a possible violation of the law or civil rights, or insubordination to the level that the Supervisor deems it necessary to refer the inquiry or allegation to the next level of command. In the event an investigation is initiated, the Supervisor shall notify the affected Employee in writing of the investigation if such notification is not detrimental to the investigation. The affected Employee shall receive such written notification within three (3) of his/her working days. Thereafter, the Supervisor shall notify the affected Employee of the status of the investigation at least every thirty (30) days until the investigation is completed.

In the event an inquiry or allegation is referred or directly assigned to an Internal Affairs Investigator, the Investigator shall notify the affected Employee in writing of such referral or direct assignment if not detrimental to the investigation. The affected Employee shall receive such written notification within three (3) of his/her working days. Thereafter, the Investigator shall notify the affected Employee of the status of the investigation at least every thirty (30) days until the investigation is completed.

Following the completion of an inquiry, allegation, or internal affairs investigation by either a Supervisor or an Internal Affairs Investigator, the affected Employee shall have the right to appeal any disciplinary action in accordance with the Employer's Personnel Policy Manual.

The Employer agrees that failure to comply with the notification procedure shall result in the Supervisor's or Internal Affairs Investigator's being disciplined according to Section 6.35 of the Employer's Personnel Policy Manual. If a Supervisor or an Internal Affairs Investigator fails to comply with the notification procedure, the Employer agrees to

provide the affected Employee with written proof of the discipline as soon as practicable. The Union agrees that delays in the notification procedure will not be a detrimental factor in the outcome of an inquiry or internal affairs investigation.

The Employer agrees that, when possible, no Employee of the same rank or title as the affected Employee will be assigned to investigate any part of an inquiry, internal affairs allegation, or criminal incident. Furthermore, the Employer agrees that, when possible, no Police Officer or Investigator will be assigned to investigate any part of an inquiry, internal affairs allegation, or criminal incident involving an employee of the Columbus Police Department. This restriction shall not include misdemeanor incidents directly involving family members of Columbus Police Department employees.

However, in the event circumstances do require an Employee to respond to and initiate an investigation, the Employer agrees that the responding and investigating Employee shall be relieved of these duties as soon as a Supervisor or an Internal Affairs Investigator of the appropriate command level arrives at the scene.

## **ARTICLE 14**

### **14.1 POLYGRAPH EXAMINATIONS**

If an employee is required to submit to a polygraph examination as part of an internal investigation, the employee shall be allowed to request and be granted an independent polygraph examiner not affiliated with the Department. If used, the polygraph examiner must be mutually agreed upon by the Employer and the Employee.

Questions asked during the polygraph examination shall be narrow in scope, and only involve the topic of the current investigation.

If the Employee requests an independent polygraph examiner and there are delays due to scheduling the appointment, the Employer shall be allowed reasonable additional time to complete the investigation.

## **ARTICLE 15**

### **15.1 RESIDENCY REQUIREMENT**

No requirement

## **ARTICLE 16**

### **16.1 TOUR OF DUTY**

Generally, an Employee's tour of duty begins and ends on the appointed hour(s) at a point of assembly (usually the police vehicle). Special circumstances may occasionally require an Employee to respond directly to an incident location; however, these special circumstances will be considered unusual and outside the scope of the general policy.

Off-duty Employees may use on-duty police personnel and vehicles for the purpose of transportation to and from work; however, this transportation is at the convenience of the Police Department. On-duty personnel are subject to radio calls, special assignments, or self-initiated police activity. These are not reasons, of themselves, to justify either an off-duty Employee's tardiness or overtime. Supervisory personnel may authorize the overtime of an off-duty Employee on an individual basis

When Employees make use of a City vehicle to begin their workday, their coverage under worker's compensation begins when they begin their duties for the day by entering the City vehicle.

**ARTICLE 17**  
17.1 WAGES

For years one (2020-2021,) two (2021-2022,) three (2023-2024) of this Agreement, the mean of the starting and maximum rates for Police Officers and Sergeants or any other Civil Service rank below the rank of Captain from the cities of Beatrice, Fremont, Norfolk, Kearney, Hastings, and North Platte in effect on October 1 of the respective year, will be used for the pay scale for these positions.

17.2 ADVANCEMENT ON THE PAY SCALE.

When Police Officer trainees have successfully completed the Columbus Police Department's Field Training Program, they will move to Step Two (2) of the pay scale. At the end of twelve (12) months of satisfactory employment, they will move to Step Three (3) of the pay scale.

Thereafter, Employees will receive at least a one (1) step increase on their anniversary date unless the Employee's work performance does not meet the requirements of the position as documented in Section 12 of the Employer's Performance Evaluation Form. Except for purposes of discipline or reduction in force, no Employee shall be moved to a lower step at the beginning of a contract year, whether for purposes of recalculating the base rate or step rate of pay.

17.3 DIRECT DEPOSIT OF PAY

All employees covered by this contract will be paid by direct deposit.

**ARTICLE 18**  
18.1 RECALL TO DUTY

All Employees are subject to recall to duty, upon notification, for emergencies at the discretion of the Police Chief, or in the Chief's absence, the Chief's designee. In such instances, affected Employees shall receive compensation in accordance with this Agreement.

## **ARTICLE 19**

### **19.1 OVERTIME.**

If requested to work overtime, Employees will be expected to do so unless excused for good cause.

### **19.2 HOURS WORKED.**

Overtime hours are based on hours worked in excess of eighty (80) hours in the designated two-week pay period for Employees working twelve (12) hour shifts, and forty (40) hours in a one-week period for Employees working eight (8) or ten (10) hour shifts.

Sick leave, compensatory time, military leave, jury duty, funeral leave, workers compensation, compassionate leave, and disciplinary administrative leave hours-used shall not be considered as hours worked for the purposes of calculating overtime.

Holiday hours will be counted as worked hours for overtime calculations.

Vacation and procedural administrative leave hours are counted as hours worked for the purpose of overtime calculations. If an employee is placed on procedural administrative pending an investigation and that investigation finds wrong doing on the part of the employee wherein disciplinary actions is taken, then that administrative leave shall not be counted as hours worked for the purposes of overtime calculations.

### **19.3 OVERTIME COMPENSATION.**

Overtime pay at the rate of one and one-half (1 1/2) times the regular hourly rate of pay shall be paid as follows regardless of whether forty (40) or eighty (80) worked hours accrued in the pay period.

### **19.4 COURT APPEARANCES AND EMERGENCY CALL-BACK**

For all time worked as a result of being called to work other than when normally scheduled, during an emergency, or for official court appearances. The Employee shall receive a minimum of two (2) hours guaranteed overtime pay or one and one-half (1-1/2) times the regular rate of pay for the actual hours worked, whichever is greater.

Employees shall have the option to receive a minimum of two (2) hours of pay for all time worked as a result of being called to work for any scheduled work details, meetings, and training sessions. Employees may elect to work for less than two (2) hours; in such cases, they shall receive the actual hours worked as compensation. The Union agrees that when Employees elect to receive the two (2) hour minimum, they shall work for a minimum of two (2) hours. Except for emergencies, the Employer agrees that Employees on any scheduled work details, meetings, and training sessions

will not be required to perform any duties that may likely require them to work for more than the two (2) hour minimum.

Hours worked for scheduled mandatory meetings, and mandatory training sessions are not guaranteed at an overtime rate.

Employees shall not be ordered off the job before the end of the pay period to avoid payment of regular rate or overtime compensation.

Hours worked for selective enforcement, grants, and special duty such as football games, basketball games, or other security details are guaranteed at an overtime rate and for a minimum of two (2) hours overtime pay.

Overtime hours must have the approval of a Supervisor and should be approved in advance whenever possible. Approval shall be indicated by the Supervisor initialing the Employee's time sheet.

## 19.5 WORK SHIFTS

### **Work Shifts**

Uniformed Patrol Officers and Sergeants will work 12 hour shifts. During a normal 2 week pay period officers and sergeants will under normal circumstances work six 12 hour shifts and one 8 hour shift as staffing permits. Investigators/ Detectives and the Investigations Sergeant will work four 10 hour shifts per week. School Resource Officers will generally work 8 hours shifts. The union recognizes that during times of emergency and extreme manpower shortages that schedules may be altered to assure coverage.

## **ARTICLE 20**

### 20.1 VACATION

The Union and the Employer agree to abide by Section 5.00 of the Employer's Personnel Policy Manual.

## **ARTICLE 21**

### 21.1 COMPENSATORY TIME

In lieu of pay for overtime, an Employee may be granted compensatory time upon approval of the department head. If hours worked are eligible for overtime pay, one and one-half (1 1/2) hours of compensatory time will accrue for each overtime hour. If the hours over forty (40) or eighty (80) hours are not eligible for overtime, one (1 ) hour of compensatory time will be banked for each hour worked. The maximum accumulation limit of compensatory time shall be 280 hours.. Should an Employee accrue over the maximum limit of compensatory time, the excess will be automatically paid out with the next paycheck.

Any Employee that has accrued compensatory time shall, upon termination of employment, be paid for such hours of unused compensatory time at the higher of his/her final regular rate of pay or the average regular rate during his/her last three years of employment, which ever rate of pay is higher.

#### 21.2 COMPENSATORY TIME SELL BACK

Upon the Employee's written request to his or her Department Head, received no later than October 1 of each year, accumulated compensatory time of up to fifty (50) hours annually shall be paid to the Employee in cash on the first paycheck in November of each year.

The exception to this is the separation of employment with the City, in which case all unused compensatory time accumulated will be paid.

### **ARTICLE 22**

#### 22.1 SICK LEAVE

The Union and the Employer agree to abide by Section 5.20 of the Employer's Personnel Policy Manual.

### **ARTICLE 23**

#### 23.1 EDUCATIONAL INCENTIVE

The Employer agrees to pay a monthly educational incentive to all Employees who have completed college course work at recognized institutions. The rate of pay shall be twenty-five dollars (\$25.00) to Employees who have completed an Associates Degree or one-half of a Bachelors Degree Program; sixty-five (\$65.00) to Employees who have completed a Bachelors Degree; and ninety dollars (\$90.00) to Employees who have completed a Masters Degree.

#### 23.2 TUITION REIMBURSEMENT.

The Employer agrees to reimburse Employees eighty percent (80%) of tuition, books, and fees, subject to the following conditions:

Only full-time Employees are eligible and must have completed one continuous calendar year of employment;

The Employee must enroll with a recognized and accredited college, university, technical school, correspondence school, or the equivalent thereof;

The continuing education courses must occur while off-duty;

The course must be satisfactorily completed, and receipts for tuition, books, and fees must be submitted as a basis on which to compute the refund;

Except when financial constraints or changes in service require reductions in force, the Employer shall, for each instance in which education reimbursement is sought, approve the course and such reimbursement if the Employee meets each of the above conditions;

Where the Employee is already receiving outside tuition or scholarship assistance, the Employer will make the reimbursement for education costs to the extent that the total payments received by the Employee from all sources do not exceed one hundred percent (100%) of the total course cost; and

The Employee shall only be allowed a maximum of five hundred dollars (\$500.00) per calendar year; however, there shall be no limit to the lifetime maximum benefit.

In the event an Employee chooses to terminate his or her employment, the following reimbursement schedule shall apply:

If within one year from the date of tuition reimbursement, the Employee shall reimburse the Employer one hundred percent of such reimbursement.

If within two years from the date of tuition reimbursement, the Employee shall reimburse the Employer fifty percent of such reimbursement.

If within three years from the date of tuition reimbursement, the Employee shall reimburse the Employer twenty-five percent of such reimbursement. After three years, no reimbursement by the employee is required.

## **ARTICLE 24**

### **24.1 SHIFT DIFFERENTIAL**

A fifty cent (\$0.50) per hour differential credit will be paid to Employees who work between 6 p.m. and 6 a.m. This compensation will be paid on each payday.

An Employee may choose to have differential hours added to their compensatory time bank, recognizing that hours added to the compensatory time bank do not have a pay rate attached to them and that compensatory hours are redeemed at what is the current rate of pay when later removed from the compensatory time bank.

**ARTICLE 25**

**25.1 FIELD TRAINING COMPENSATION.**

Field Training Officers shall receive twenty hundredths (0.20) of an hour of compensatory time for every hour he/she trains or supervises a Police Officer trainee. Approval of the compensatory time shall be indicated by a Supervisor of the Field Training Program initialing the Field Training Officer's time sheet.

**ARTICLE 26**

**26.1 ON CALL COMPENSATION**

A designated Investigator shall be required to be available for call back to duty during each twenty-four (24) hour period. The designated Investigator shall receive three (3) hours pay at his/her regular rate of pay for the twenty-four (24) hour period that he/she had on call responsibility. The provisions of this contract, Article 15 and Columbus Police Department Standard Operating Procedures Manual Administrative Order 1-1, Use of Intoxicants, shall prevail. Any Employee who is designated to be on call and is similarly restricted shall be compensated at an equivalent rate. The K-9 Handler and designated Criminal Investigator shall receive Back Up Pager Compensation of \$166 a month.

**26.2 CELL PHONE STIPEND**

Officers, by virtue of the duty assignment, and designated by the Police Chief or his/her designee, shall receive a cell phone stipend in the amount of \$10.00 per month.

**ARTICLE 27**

**27.1 HOLIDAYS**

Ten (10) holidays will be observed as listed below:

New Year's Day	January 1
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Employee's Birthday	Actual Date

Employees are entitled to paid leave in observance of these holidays. The pay shall be equal to the number of normally scheduled work hours for the Employee's shift at the

regular rate of pay. In addition, an Employee may take two (2) hours of holiday time one (1 ) day per year to attend a religious observance of his/her faith.

An Employee terminating before the actual holiday is not eligible for holiday pay. A holiday which occurs during an approved paid vacation will not be considered a part of the vacation. The Employee will be entitled to an additional paid day-off.

Employees scheduled to work during an observed holiday will be paid their regular rate of pay for the scheduled holiday as a part of the Employee's holiday compensation. The Employee will also receive one and one-half (1 1/2) times their regular rate of pay for all hours worked on the holiday. Employees whose birthdays fall on one of the other observed holidays shall observe their birthdays on the following day.

For the purpose of uniformity in payroll processing, the hours qualifying for holiday pay will be those hours which are worked between 6 a.m. of the day of the holiday and through 6 a.m. of the day following the holiday itself.

## **ARTICLE 28**

### **28.1 UNIFORMS, EQUIPMENT PURCHASES, AND MAINTENANCE ALLOWANCE**

The Employer shall furnish all required uniforms and equipment, excluding footwear and undergarments. While Employees will provide input on uniforms and equipment, final purchasing responsibility rests with the Police Chief.

### **28.2 BALLISTIC VESTS**

The Employer shall ensure that every Employee is furnished with a ballistic vest that does not exceed the manufacturer's expiration or recommended replacement date.

### **28.3 QUARTERMASTER ACCOUNT**

The Employer shall maintain a Quartermaster System with a monthly compensation credit being accrued at the rate of forty-eight (\$48.00) dollars for Police Officers or any other rank below the rank of Captain, and fifty-six (\$56.00) dollars for Investigators. Employees may use their Quartermaster Account to purchase police or job-related equipment and services subject to approval by the Police Chief. Employees will be authorized to purchase at least two (2) approved handguns during the term of their employment. In the event an Employee is denied authorization to purchase an item, the Employee may file a grievance in accordance with this Agreement. Any Employee, upon termination of employment, shall be paid the balance of his/her account.

Items purchased with the quartermaster account are considered property of the Employee and considered taxable income by the Internal Revenue Service code.

**ARTICLE 29**

**29.1 PAYROLL DEDUCTION**

Employees may use payroll deduction for the following programs and for any programs that the Employer may add during the term of this Agreement:

Health Insurance	Life Insurance (Term & Whole Life)
Union Dues	Credit Union
Pension	Flexible Benefit Plan
Deferred Compensation	Dental Insurance

**ARTICLE 30**

**30.1 ELIGIBILITY LIST**

The Employer agrees to maintain a Civil Service eligibility list for the position of Police Officer as delineated by Nebraska law. (120) days. The City agrees to move expeditiously to fill all vacancies and that budgetary concerns should not slow the process.

**ARTICLE 31**

**31.1 REST PERIODS**

The Employer shall endeavor to provide Employees working eight and ten hour shifts a forty-five minute and two fifteen minute rest periods during a shift.

The Employer shall endeavor to provide Employees working twelve-hour shifts one one-hour, and one forty-five minute rest period during a shift.

All rest periods are to be considered time worked and all Employees are to be considered on an on-call status.

**ARTICLE 32**

**32.1 TRAVEL TIME**

The Union and Employer agree to follow Section 4.15 of the City Personnel Policy Manual with the exception:

Time spent traveling to and from other cities on required assignment is counted as hours worked regardless of the time of day spent traveling. Travel and work that extends over a 24-hour period, such as a multi-day educational seminar held outside of Columbus, requires a written plan of travel hours to be given to the Police Chief or his/her designee for written approval.

**ARTICLE 33**  
**33.1 INSURANCE**

The Employer agrees to provide Employer-paid long-term disability, life insurance, and single health insurance. The Employer agrees to offer each eligible Employee a "family plan" of hospital and medical insurance coverage. The Employer shall pay eighty-four percent (84%) of the premium and provide a health plan substantially the same as that in effect on December 1, 2019.

The Employer shall pay ninety-three percent (93%) of the premium for the single health coverage for each covered plan year. It is agreed that the Union will provide two representatives for the Health Committee. Any future changes to the health plan, dental plan and or the premium structure for both plans will be approved through this committee and the Union and the Employer will abide by the decision of this committee, pending City Council approval. The City administration will fully support the recommendations of the Health Committee.

The employer agrees to add the opportunity for those employees age 50 or over who retire with at least 20 years of service to continue on the City of Columbus Health Plan after retirement by paying the full premium for themselves and/or their eligible dependents. It is further stipulated that the eligible employee and /or his/her eligible dependents must first use up COBRA eligibility before being added back to the City's billing system, and that eligibility for the employee and/or eligible dependents will cease upon the employee and/or eligible dependents becoming qualified for the Medicare Program.

The Employer agrees to provide Employer-paid single dental insurance. The Employer agrees to offer each eligible Employee a "family plan" of dental insurance coverage. The Employee shall pay the difference in premium between the single and family dental insurance. The Employer shall provide a dental plan substantially the same as that in effect on December 1, 2019.

**ARTICLE 34**  
**34.1 TEMPORARY SHIFT LEADER**

When the assigned duty sergeant in the patrol division will be absent for at least one hour, the next most senior officer will be designated as the Shift Leader, The Shift Leader shall be paid an additional two dollars (\$2.00) per assignment hour. This compensation will be paid each payday.

An Employee may choose to have temporary shift leader hours added to their compensatory time bank, recognizing that hours added to the compensatory time bank

do not have a pay rate attached to them and that compensatory hours are redeemed at what is the current rate of pay when later redeemed from the compensatory time bank.

**ARTICLE 35**

**35.1 COMPASSIONATE LEAVE**

An Employee will be eligible for up to three shifts off instead of 24 hours as stated in the Compassionate Leave policy Section 5.90 of the City Personnel Manual.

**ARTICLE 36**

**36.1 ACCEPTANCE OF AGREEMENT**

IN WITNESS WHEREOF, the parties have set their hands this 8th day of November, 2019.

For the CITY OF COLUMBUS POLICE DEPARTMENT FRATERNAL ORDER OF POLICE, LODGE NO. 72.

  
Union Representative

For the City Of Columbus:

\_\_\_\_\_  
Mayor

## Index

Acceptance of Agreement	18
Advancement on the Pay Scale	9
Agreement	4
Ballistic Vests	15
Cell Phone Stipend	14
Choice of Law	5
City Personnel Manual	4
Commission of Industrial Relations	6
Compensatory Time	11
Compassionate Leave	18
Complete Agreement	4
Court Appearances	10
Duration of Agreement	5
Direct Deposit	9
Educational Incentive	12
Eligibility List	16
Emergency Call-Back	10
Equipment Purchases	15
Field Training Compensation	14
Funeral Leave	18
Grievance Procedure	6
Holidays	14
Hours Worked	11
Insurance	17
Internal Affairs	7
Meetings and Bulletin Boards	6
On Call Compensation	14
Overtime Compensation	10
Payroll Deduction	16
Polygraph Examinations	8
Prohibition of Discrimination	5
Purpose	4

Quartermaster	15
Recall to Duty	9
Recognition	4
Residency Requirement	8
Rest Periods	16
Saving Provision	5
Shift Differential	13
Sick Leave	12
Temporary Shift Leader	17
Tour of Duty	8
Travel Time	16
Tuition Reimbursement	12
Uniforms	15
Union Membership	5
Vacation	11
Wages	9
Work Stoppages and Disruptions	6

17.B. Resolution No. R23-45 approving addendum to the Inter-Local Cooperation 911 Emergency Communications Equipment Sharing Agreement to provide for a one-time fee for operational readiness testing with the Columbus-Platte County Joint Communication Center share of the cost being \$9,134.66.

# Draft

## RESOLUTION NO. R23-45

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN ADDENDUM TO THE INTER-LOCAL COOPERATION 911 EMERGENCY COMMUNICATIONS EQUIPMENT SHARING AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH.

WHEREAS, the City and other governmental agencies previously entered into an Inter-Local Cooperation 911 Emergency Communication Equipment Sharing Agreement executed by the participating parties/agencies between December 21, 2021 and March 14, 2022 (herein referred to as the "Underlying Agreement"); and

WHEREAS, the parties/agencies are in agreement that an addendum to the Underlying Agreement is needed requiring all participating parties/agencies agreeing to pay an additional one-time fee for Operational Readiness Testing; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the addendum to the Inter-Local Cooperation 911 Emergency Communication Equipment Sharing Agreement, a copy of which is attached hereto and incorporated herein by reference, is approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



# The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Communications (402) 564-3201

Fax (402) 565-0660

**DATE:** February 23, 2023

**TO:** Tara Vasicek, City Administrator

**FROM:** Rachel Pensick, Communications Director

**RE:** Addendum to East Central Interlocal for Operational Readiness Testing and Hardware

**RECOMMENDATION:**

To adopt the Addendum approving the payment of costs for Operational Readiness Testing and hardware related to the East Central Region’s connection to the ESInet.

**DISCUSSION:**

In early 2022, Columbus-Platte County Joint Communications Center entered into the East Central 911 Interlocal Agreement with eight other PSAP’s regarding cost sharing for E911 call processing equipment. During the equipment installation, the region will be connected to the State of Nebraska’s Emergency Services Internet Protocol Network (ESInet). Regional connection to the ESInet is required as PSAPs transition to Next Generation to 911 (NG911). The State contracted with Lumen to provision the NG911 platform. Lumen is requiring Motorola to conduct Operational Readiness Testing as part of this project. Motorola indicated that they were unaware of this requirement when they provided the original quote so these costs were not included. This testing and equipment are required for the project to move forward.

Each PSAP will pay for the testing at their respective sites, but will share the costs for hardware and testing at the host sites that are located in Columbus and Grand Island. An addendum is needed because these costs exceed the contingency allowed in the original agreement.

**FISCAL IMPACT:**

The cost for the ORT and Hardware is \$9,134.66. Wireless set-aside funds can be used to pay for a portion, or potentially all of this expense. If it not paid at 100% then it will have to be paid at the current wireless ratio, which is 76%. If it is paid at the current ratio \$2,192.32 would be paid from the operating budget, and \$6,942.34 would be paid from wireless set-aside funds.

**Concurrence:**

The Joint Communications Committee reviewed and approved the Addendum.

**SIGNATURE:**

By: Rachel Pensick

Rachel Pensick – Communications Director

Approved: Tara Vasicek

Tara Vasicek – City Administrator

Approved: Heather Lindsley

Heather Lindsley – Finance Director



**ADDENDUM TO: “INTER-LOCAL COOPERATION 911 EMERGENCY  
COMMUNICATIONS EQUIPMENT SHARING AGREEMENT”**

WHEREAS,; the parties/agencies previously entered into an “Inter-Local Cooperation 911 Emergency Communication Equipment Sharing Agreement” executed by the participating parties/agencies between December 21, 2021 and March 14, 2022 (herein referred to as the “Underlying Agreement”); and

WHEREAS, the Underlying Agreement states that “The maximum annual cost for each agency shall not exceed an additional 8% of the projected cost of each agency”; and

WHEREAS, an expense has come up regarding Operational Readiness Testing that is in excess of the 8% contingency set out in the Underlying Agreement; and.

WHEREAS, the parties/agencies are in agreement that an addendum to the Underlying Agreement is needed requiring all participating parties/agencies agree to pay an additional one-time fee for Operational Readiness Testing.

NOW, THEREFORE, in consideration of the foregoing, and the mutual benefits provided by the Underlying Agreement and this Addendum, the Underlying Agreement is hereby amended as follows:

1. This Addendum is hereby adds the following provision to the Underlying Agreement:

- **ADDITIONAL ONE-TIME FEE FOR OPERATIONAL READINESS**

**TESTING:** All parties/agencies agree that Operational Readiness Testing is necessary. Therefore, all parties/agencies agree to the payment of an additional one-time fee for Operation Readiness Testing in the following amounts:

- Grand Island/Hall County ECC: \$10,175.44
- Columbus-Platte County JCC: \$9,134.66
- Custer County: \$8,093.84
- Hamilton County: \$8,093.84

- Region 26: \$8,093.84
- Boone County: \$7,053.04
- Butler County: \$7,053.04
- Saunders County: \$7,053.04.

As the fiscal agent, Columbus-Platte County shall bill each participating party/agency at the completion of the Operational Readiness Testing project in the amount set forth above, and each participating party/agency shall then immediately submit payment to Columbus-Platte County for the same.

2. This Addendum shall be attached to and shall become a part of the Underlying Agreement.
3. The Addendum shall be effective as of the signature date of each Party.
4. All terms and conditions of the Underlying Agreement not otherwise amended or altered by this Addendum shall remain in full force and effect.

\*\*\*\*\*Remainder of Page Left Intentionally Blank\*\*\*\*\*

BOONE COUNTY BOARD OF  
COMMISSIONERS  
ALBION, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2023

HALL COUNTY BOARD OF  
SUPERVISORS  
GRAND ISLAND, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2023

BUTLER COUNTY BOARD OF  
SUPERVISORS  
DAVID CITY, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2023

PLATTE COUNTY BOARD OF  
SUPERVISORS  
COLUMBUS, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2023

COLUMBUS CITY  
COUNCIL  
COLUMBUS, NEBRASKA

BY: \_\_\_\_\_  
MAYOR

Dated this \_\_\_ day of \_\_\_\_\_, 2023

SAUNDERS COUNTY BOARD OF  
SUPERVISORS  
WAHOO, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2023

HAMILTON COUNTY BOARD OF  
SUPERVISORS  
CENTRAL CITY, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2023

REGION 26 COUNCIL  
TAYLOR, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ Day of \_\_\_\_\_, 2023

CUSTER COUNTY BOARD OF  
SUPERVISORS  
BROKEN BOW, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2023

GRAND ISLAND CITY COUNCIL  
GRAND ISLAND, NEBRASKA

BY: \_\_\_\_\_  
MAYOR

Dated this \_\_\_ day of \_\_\_\_\_, 2023

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