

City Council Regular Meeting
Monday, April 3, 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.

{{Name: Agenda Item Name}}

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

NEBRASKA OPEN MEETINGS ACT

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

Date: July 2022

2. PRAYER

3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

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

4.A. Minutes of March 20, 2023, City Council meeting.

PROCEEDINGS OF CITY COUNCIL
March 20, 2023

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on March 20, 2023, at 7:09 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 March 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, Charlie Bahr, Hope Freshour, Troy Hiemer, Rich Jablonski, Kat Lopez, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Public Property Director Doug Moore, Finance Director Heather Lindsley, Planning & Economic Development Director Jean Van Iperen, Public Communications Manager Matt Lindberg, Assistant City Clerk Kelli Keyes, and Library Assistant Joan Von Ruden-Kruger.
2. **PRAYER:** Augustine-Schulte led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was sung and the Pledge of Allegiance was recited.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Augustine-Schulte and a second by Schilling. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of March 6, 2023, City Council meeting.**
 - 4.B. **Quote from Nebraska Golf and Turf in the amount of \$17,280 for 96 golf**

cart batteries at Quail Run golf course.

4.C. Resolution No. R23-47 authorizing payment of various improvement projects. Resolution No. R23-47 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 \$204,282.48; BOYD JONES CONSTRUCTION CO.-COMMUNITY BUILDING \$546,536.18.

4.D. Finance Department reports.

4.E. 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 3/31/23 Payroll \$635,322.54; 911 Custom 71.00 S; A to Z Messaging 125.00 S; Ace Hrdwr 748.88 S; Advance Auto 192.62 S; Ag Spray Eq 599.74 S; AOI 296,281.23 CP; Arnold Motor 107.91 S; ASAP Truck Repair 677.31 S; AT&T Mobility 80.08 S; AVI Sys 36,660.28 CP; AXON 990.00 S; B-D 204,282.48 CP; Behlen Tow 1,650.00 S; Black Hills Energy 7,516.16 S; Boyd Jones 546,536.18 CP; B's Entprs 4,500.00 S; BS&A Sftwr 550.00 S; BVH Architecture 14,220.09 CP; Capital Bsn Sys 66.06 S; Casey's Mail Serv 5,185.36 S; Cntr Pnt LP 94.08 S; Cntrl Comm Clg 74.00 S; Cntrl Vly Ag 1,176.00 S; Century Link 930.00 S; Chad's Collision 3,367.78 S; Club Prophet Sys 90.00 S; CNC Repair 2,524.29 S; Col Area Chamber 1,060.00 S; CCS 288.17 S; Col E 26.66 R; Col Steel 2,686.96 S; Col Tire 25.00 S; Commonwealth Elec 2,734.59 S; Conn Pnt 47.06 S; Core & Main 16,884.00 S; Crnhskr Marriott 660.00 T; Crnhskr Pwr 895.56 S; Criminal Addiction 300.00 T; Culligan 133.00 S; Cutting Edge 233.63 S; Danko Emer Eq 328.20 S; Detectachem 424.23 S; DHHS 260.00 T; D Dunbar 12,334.31 E,S; Eakes 5,120.32 S; Electric Pump 210.00 S; Electrical Eng 47.55 S; Entrprs Elect 187.80 S; Fastenal 433.13 S; First Natl Bank 13,642.05 E; Frontier 2,375.98 S; Gale 201.94 S; Galls 1,167.10 S; Gaver Tire 300.00 S; Gehring Const 7,948.60 S; Gene Steffy 245.95 S; GolfNow 185.66 S; Grt Plains Bldg 81.89 S; Grt Plains Comm 239.95 S; Grt Plns Uniforms 88.45 S; Grimes Asphalt 874.80 S; Gunslingers 496.45 S; Hadley-Braithwait 99.90 S; Hawkins 4,031.48 S; Heartland Nat Gas 15,749.04 S; M Howerter 616.00 S; Hy-Vee 36.76 S; Ingram Libry 1,429.24 S; Insurance Service 50.00 B; Intrst Battery Sys 134.95 S; Jackson Serv 1,653.29 S; JEO Consult 4,908.90 S; John Deere Finan 27.24 S; D Kaminski 320.00 S; KC Supply 83.20 S; Kirkham Michael & Assoc 3,404.87 C; J Kline 103.49 T; E Kluever 32.00 T; KPE Arch 1,788.30 C; Lakeview 121.60 S; Language Line 125.02 S; Lawson Prod 157.74 S; Lbry

Store 415.20 S; Lingo 51.68 S; Loup Pwr 80,054.67 S; MacQueen Eq 84.02 S; Mailbox 61.53 S; Malloy Elect 4,115.00 S; Matheson-Linweld 27.63 S; Mead Lumber 6.05 S; Menards 214.07 S; Mid-American Rsrch 587.50 S; Mid-St Orgnz Crime 200.00 M; MW Lab 92.12 S; MW Petrol 643.50 S; Mike's Tow 1,050.00 S; Motion Ind 91.97 S; Mueller Sprinklers 1,802.72 S; Municipal Pipe 786.88 S; NAPA 391.86 S; NDEE 100.00 S; NE Heating & Air 95.00 S; NE Municipal Fire Chief 503.00 M; NE St Fire Mrshl 36.00 S; NE NE Solid 48,037.21 S; Noswett Fencing 2,785.20 S; Occup Hlth 1,649.00 S; OCLC 935.74 S; Olson's Pest 417.50 S; One Call Conc 152.40 S; One Source 629.00 S; O'Reilly 33.48 S; Paper Tiger 30.00 S; Performance Prnt 154.00 S; Pete Lien & Sons 6,917.94 S; Platte Co 3,408.00 S; Platte Co Ag 1.00 S; Pomp's Tire 1,233.03 S; Precision Tree 750.00 S; Preferred Plumbing 85.00 S; Premier Prprty Mngmnt 10,609.99 S; Psychological Rsrc 150.00 S; R&R Prdct 90.05 S; Reardon 28.93 S; Rembolt Ludtke 440.00 S; P Roth 166.99 T; Rutt's Htng 3,468.00 S; RVW 1,530.00 C; Sapp Bros 23,510.59 S; Schieffer Signs 104.00 S; Schuyler Sun 104.00 S; Security Eq 3,825.70 S; Shelvin 103.59 S; Sipple Hansen Emerson Schumacher Klutman & Valorz 4,679.45 S; Telecomm Sys 1,554.00 S; Tire Outlet 15.00 S; TK Elevator 228.75 S; Too Fast Sup 278.62 S; Tooley Drug 140.33 S; Traces Center for Hist & Cult 400.00 S; Tractor Sply 21.83 S; Twin Rivers 205.00 S; U&I 119.50 S; UNL Pesticide Sfty Ed 95.00 T; UPS 40.00 S; USA Blue Bk 13,126.23 S; C Van Dyke 146.50 S; T Vasicek 70.74 T; Verizon 28.40 S; Verizon Wireless 5,001.82 S; Waste Conn 250.96 S; TOTAL \$12,101,823.95.

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

6. **SPECIAL PRESENTATIONS:**

6.A. **Request of Rachelle Lipker, Red Cross Executive Director serving Central and Western Nebraska, for proclamation declaring the month of March 2023 as Red Cross Month.** Bulkley proclaimed March 2023 as Red Cross Month. Red Cross representatives Kyle Jensen, Account Manager, and Molly Pofahl, member of the Board of Directors for Central and Western Nebraska, thanked the mayor for the recognition.

7. **PUBLIC HEARINGS:**

7.A. **Public hearing – Application of Barrel House LLC dba Barrel House for Retail Class C liquor license at 1365 24 Avenue.** Scott Mueller, 2204 14 Street, read a letter from applicant Nicole Saalfeld requesting support of the application and describing her plans for Barrel House. Mueller pointed out that this is the final step in renovation of the Steffey building. No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Roth. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". A recommendation was made to the Nebraska Liquor Control Commission to approve the application of Barrel

House for a Retail Class C liquor license with a motion by Jablonski and a second by Schilling. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

7.A.1. Application of Barrel House for Nicole Saalfeld as manager in conjunction with liquor license. The application of Barrel House for Nicole Saalfeld as manager was approved with a motion by Jablonski and a second by Bahr. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

8. PETITIONS AND COMMUNICATIONS: None

9. REPORTS OF CITY OFFICES: Other reports included in Consent Agenda

9.A. 2022 Tax Increment Financing report. Lindsley noted there are 24 projects utilizing \$281,000,000 in Tax Increment Financing (TIF) with two new projects added in the past year. It was pointed out there is no risk to the city for participating in TIF.

10. REPORTS OF COUNCIL COMMITTEES: None

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Quote from Electric Pump in the amount of \$73,900 for lift station control updates for wastewater collection department. The quote from Electric Pump for lift station control updates was accepted with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

13.B. Report on Northeast Nebraska Solid Waste Coalition budget and rates for fiscal year ending September 30, 2023. Sliva noted that the Northeast Nebraska Solid Waste Coalition is in good shape with a master plan that extends through 2045. Upgrades have been made to cells in order to gain capacity and height and fees have been increased for local haulers who are not members of the coalition.

13.C. Comments from mayor and city council members. Bahr reminded everyone of the Erna R. Badstieber Paws and Claws Adoption Center fundraiser on March 23rd. Schilling distributed a Northeast Nebraska Area Agency on Aging brochure to the mayor and council members and noted the services and programs that are provided by the agency. Freshour invited everyone to attend

the statewide We Care for Kids campaign from 12 p.m. to 1 p.m. on March 21st at the Columbus Area Chamber of Commerce office.

14. RESOLUTIONS:

- 14.A. Resolution No. R23-48 approving grant agreement with Columbus Area Chamber of Commerce in an amount not to exceed \$500,000 using economic development "840" local matching funds for state grant from Nebraska Rural Workforce Housing Fund for workforce housing projects, as recommended by the Citizens Advisory Review Committee.** Resolution No. R23-48 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A GRANT AGREEMENT WITH THE COLUMBUS AREA CHAMBER OF COMMERCE IN AN AMOUNT NOT TO EXCEED \$500,000.00, TO BE USED AS LOCAL MATCHING FUNDS FOR A STATE GRANT FROM THE NEBRASKA RURAL WORKFORCE HOUSING FUND IN RELATION TO WORKFORCE HOUSING PROJECTS, USING THE CITY'S ECONOMIC DEVELOPMENT "840" FUNDS, AS RECOMMENDED BY THE CITIZENS ADVISORY REVIEW COMMITTEE, A COPY OF SAID AGREEMENT 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 Bahr and a second by Schilling. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.B. Resolution No. R23-49 awarding bid to B-D Construction, Inc. in the amount of \$155,875 for senior center entry renovation project.** Resolution No. R23-49 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO BD CONSTRUCTION, INC. IN THE AMOUNT OF \$155,875 FOR SENIOR CENTER ENTRY RENOVATION PROJECT was adopted with a motion by Hiemer and a second by Bahr. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.C. Resolution No. R23-50 approving agreement with HDR Engineering, Inc. in an amount not to exceed \$88,665 for water and wastewater user rate study.** Resolution No. R23-50 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT BETWEEN OWNER AND ENGINEER WITH HDR ENGINEERING, INC., IN AN AMOUNT NOT TO EXCEED \$88,665 FOR WATER AND WASTEWATER USER RATE STUDY, 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 Jablonski and a second by

Augustine-Schulte. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

14.D. Resolution No. R23-51 approving agreement with Confluence in an amount not to exceed \$207,270 for Pawnee Park and Gerrard Park master plan, with special emphasis on Memorial Stadium. Resolution No. R23-51 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CONFLUENCE IN AN AMOUNT NOT TO EXCEED \$207,270 FOR PAWNEE PARK AND GERRARD PARK MASTER PLAN, 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 Augustine-Schulte. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

14.E. Resolution No. R23-52 approving memorandum of understanding with Columbus Area Arts Council to develop a shared vision for a creative district in Columbus' historical downtown. Resolution No. R23-52 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE COLUMBUS AREA ARTS COUNCIL TO DEVELOP A SHARED VISION FOR A CREATIVE DISTRICT IN COLUMBUS' HISTORICAL DOWNTOWN, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA was adopted with a motion by Roth and a second by Lopez. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

15. ORDINANCES ON FIRST READING:

15.A. Ordinance No. 23-02 amending Section 150.001 of Chapter 150 of Title XV of Columbus City Code to adopt Appendix C (Group U, Agricultural Buildings) of the 2018 International Building Code to increase allowable area for non-protected wood frame agricultural buildings from 5,500 square feet to 12,000 square feet. (Planning Commission recommends approval.) It was noted that numerous comparable communities have adopted this amendment and the purpose for this amendment is to have a building code in place to oversee construction of outbuilding structures for the new casino. On its first reading, Ordinance No. 23-02 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 150.001 OF CHAPTER 150 OF TITLE XV OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) BY ADOPTING APPENDIX C (GROUP U, AGRICULTURAL BUILDINGS) OF THE 2018

INTERNATIONAL BUILDING CODE THAT INCREASES ALLOWABLE AREA FOR NON-PROTECTED WOOD FRAME AGRICULTURAL BUILDINGS FROM 5,500 SQUARE FEET TO 12,000 SQUARE FEET; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only.

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 7:35 p.m.

Presented and approved this 3 day of April, 2023.

OFFICE OF THE CITY CLERK
:Janelle Kline

4.B. Minutes of March 22, 2023, Civil Service Commission meeting.

CIVIL SERVICE COMMISSION MINUTES

March 22, 2023

A meeting of the Columbus Civil Service Commission was convened in open and public session on Wednesday, March 22, 2023 at 4:45 p.m. in the Conference Room at the Police Station.

Notice of this meeting was given in advance thereof by public posting in City Hall, Platte County Courthouse, and Columbus Public Library on March 13, 2023. Availability of the agenda was communicated in the advance notice and in the notice to the Columbus Civil Service Commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:

The following statement: "In compliance with the Open Meetings Act, Legislative Bill 898, Second Session Ninety-Ninth Legislature of Nebraska, a current copy of the Act is available in this meeting room".

Present were members, Logan Bronson, Chris Steinke, Jessica Caban, and Russ Strehle and Troy Loeffelholz. The minutes from the December 20, 2022 meeting were approved with a motion by Steinke and a second by Strehle with all members voting "Aye".

The purpose of the meeting was to interview one applicant for the position of Police Officer and agree if the candidate would be certified to the appointing authority as qualified for the position of Police Officer for one year.

Following discussion, it was moved by Strehle and seconded by Steinke to certify to the Mayor and City Council, the applicant Jayden French. The motion passed unanimously.

There being no further items of business for the agenda, the meeting was adjourned.

Respectfully submitted,

Tammy Orender
Civil Service Commission Secretary

4.C. Reappointment of Logan Bronson to Civil Service Commission for five-year term.

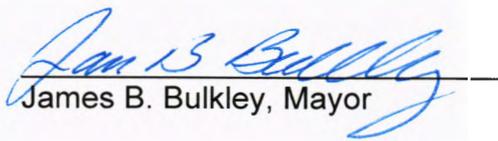
MEMORANDUM

DATE: March 28, 2023
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointment

With your permission, I wish to submit the following name to you for reappointment at the April 3, 2023, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

CIVIL SERVICE COMMISSION (Five-Year Term)

Logan Bronson


James B. Bulkley, Mayor

4.D. Quote from Motorola Solutions in the amount of \$58,947.48 for five-year software maintenance contract for joint communications center.



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Communications (402) 564-3201

Fax (402) 565-0660

Memorandum

DATE: March 27, 2023
TO: Tara Vasicek, City Administrator
FROM: Rachel Pensick, Communications Director
RE: Motorola Solutions Maintenance and Support Contract

RECOMMENDATION:

To approve the sales quote for the purchase of a five-year maintenance and support contract from Motorola Solutions.

DISCUSSION:

This contract is for five years of maintenance and support for the 911 call-taking software and equipment on-site at the Columbus Platte-County Joint Communications Center. A requirement of the East Central 911 Interlocal agreement is that every PSAP keeps a current maintenance and support contract on the equipment and software at their agency. Our current contract expires this month. Support does get used frequently. It is most often used during 911 outages, but can be and has been used for a multitude of other issues.

FISCAL IMPACT:

The cost of the five-year contract is \$54,947.48 and it is a budgeted item.

CONCURRENCE:

The Joint Communications Committee reviewed and approved the purchase.

SIGNATURE:

By: *Rachel Pensick*
Rachel Pensick – Communications Director

Approved: *Tara Vasicek*
Tara Vasicek – City Administrator

Approved: _____
Heather Lindsley – Finance Director



Sales Quote:	DG021623A
FO/MSA #:	N/A
Date:	02/17/2023
Customer Name:	Columbus JCC, Nebraska
NG9-1-1 Account Executive:	Quentin Williamson

Summary of this Sales Quote:

This quote serves to provide pricing for a system support extension for the Columbus JCC Callworks solution. Please note that the system support includes coverage for the Callworks system and software-related issues. The extended hardware warranty will replace a covered piece of hardware at no cost to the customer. Only hardware that is less than 5 years old can be covered by an extended hardware warranty. The following items are eligible for an extended hardware warranty.

2.2.1 Host 1: Columbus

Qty	Part Number	Description
1	ECX100110-HR	ECX Dual Server, HA Assembly, 2U, Replacement
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100
1	ECX500011	FIREWALL
3	ECX500005-2	ROUTER (Enterprise/Remote)
2	ECX500005-6	1GB Port, Multi Mode Fiber
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT
1	ECX500017	IP to Serial Dist., 16 port
1	ECX500103	UPS - Smart-UPS X 3000VA

Hardware older than 5 years, such as workstations, monitors, AIUs, and keypads will need to be purchased by the customer if they become defective.

In accordance with the terms and conditions of this sales quote identified above between Columbus JCC, NE and Motorola Solutions, Inc., the following items are being added:

Qty	Part Number	Description
1	ECX900003	SYSTEM SUPPORT, 5 YEAR
4	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)

Payment Total & Payment Schedule for this Purchase:

Payment Total: 5 years of prepaid system support and extended hardware warranty for eligible hardware: \$54,947.48

Pricing is valid for 90 from Sales Quote Date.

Purchase Order Requirements (Customer check one only)

Purchase Order is issued and attached.

No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issued against this order, and that funding has been encumbered for this order.

Unless amended above, all other terms and conditions of the Original Contract shall remain in full force. If there are any inconsistencies between the provisions of this Purchase and the provisions of the Contract, the provisions of this Purchase will prevail.

IN WITNESS WHEREOF the parties have executed this Sales Quote as of the last date signed below.

**Motorola
Solutions, Inc.**

By: _____

Printed Name: _____

Title: _____

Date: _____

Customer

By: _____

Printed Name: _____

Title: _____

Date: _____

Customer Shipping Address:

Customer Billing Address:

4.E. Quote from Platte Valley Communications in the amount of \$73,342.50 for three repeaters for joint communications center.



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Communications (402) 564-3201

Fax (402) 565-0660

DATE: March 27, 2023
TO: Tara Vasicek, City Administrator
FROM: Rachel Pensick, Communications Director
RE: Platte Valley Communications quote to replace three repeaters

RECOMMENDATION:
To approve the quote from Platte Valley Communications to purchase three new repeaters

DISCUSSION:
This quote is for the purchase three repeaters to replace repeaters that have reached their end-of-life and are no longer supported. The repeaters to be replaced are located at the Platte Center tower, Columbus Community Hospital tower, and Charlie Louis Fire Station tower. These repeaters provide the JCC with the ability to communicate with Columbus Fire and Rescue, Columbus Rural Fire, Duncan Fire Department, Monroe Fire Department, and Platte Center Fire Department. They are utilized for both paging and regular radio transmissions. If one of these repeaters fails there is not inventory available to put in place on loan until a replacement can be purchased. These repeaters cannot be fixed easily as their parts are no longer available and they are not supported by Motorola.

This is a sole source purchase from Motorola to keep compatibility with current equipment. No other quotes were obtained because Plate Valley Communications is the manufacturer representative for Motorola products for the Joint Communications Center. This was discussed with Rey Freeman and Dave Pieczynski of RFCC Consulting. It was their recommendation that these repeaters be replaced. These repeaters will continue to be utilized after any potential projects or changes take place after the new tower has been constructed.

FISCAL IMPACT:
The total cost to replace three repeaters is \$73,342.50. This cost is budgeted as part of the Radio Updates CIP.

CONCURRENCE:
The Joint Communications Committee reviewed and approved the purchase of the repeaters.

SIGNATURE:
By: Rachel Pensick
Rachel Pensick – Communications Director

Approved: Tara Vasicek
Tara Vasicek – City Administrator

Approved: _____
Heather Lindsley – Finance Director





MOTOROLA

Authorized Two-Way
Radio Dealer

P.O. Box 505 Kearney, Nebraska 308-237-9512
P.O. Box 427 Lexington, Nebraska 308-324-6556
P.O. Box 5556 Grand Island, Nebraska 308-382-6212
2809 11th Ave Columbus, Ne 402-362-6818
Cost & Equipment

Date:	3/6/2023
Quote #	122200242-834

Prepared For: CITY OF COLUMBUS JCC
2424 14TH STREET
COLUMBUS, NE 68601

ATTN: RACHEL PENSICK 402-564-3201

Your Account Representative

Name: MICHAEL EPLEY
Phone: 800-762-4319
308-237-9512
Fax: 308-236-5728

PRICING GOOD FOR 60 DAYS AFTER QUOTE DATE

michael.epley@pvcneb.com

Quantity	Description	Unit Price		Extended Price
	COLUMBUS FIRE NORTH AND SOUTH REPEATER REPLACEMENT			
	SOUTH FIRE HALL			
1	MOTOROLA GTR8000 REPEATER: 100 WATT // DUAL MIXED MODE // CONTINUOUS DUTY. DUPLEXER AND PRE-SELECTOR. INDOOR CABINET OPTION	\$18,022.50	ea.	\$18,022.50
1	REPEATER CONFIGURATION, PROGRAMMING AND INSTALLATION	\$1,100.00		\$1,100.00
1	SOUTH FIRE HALL ANTENNA SYSTEM. LDF5 COAX, DB224 DIPOLE ANTENNA, SURGE ARRESTORS. ENTRANCE PANELS. INSTALLATION	\$7,900.00	ea.	\$7,900.00
1	SOUTH FIRE HALL REPEATER, ANTENNA SYSTEM, AND TOWER GROUNDING	\$4,600.00	ea.	\$4,600.00
	FIRE NORTH (EXISTING HOSPITAL TOWER)			
1	MOTOROLA GTR8000 REPEATER: 100 WATT // DUAL MIXED MODE // CONTINUOUS DUTY. DUPLEXER AND PRE-SELECTOR. RACK MOUNTING OPTION.	\$17,122.50	ea.	\$17,122.50
1	HOSPITAL TOWER: REWORK GROUNDING SYSTEM	\$2,100.00	ea.	\$2,100.00
1	REPEATER CONFIGURATION, PROGRAMMING AND INSTALLATION	\$1,050.00	ea.	\$1,050.00
1	ANTENNA SWEEPS	\$525.00		\$525.00
	COUNTY SOUTH REPEATER REPLACEMENT			
1	MOTOROLA GTR8000 REPEATER: 100 WATT // DUAL MIXED MODE // TONE CONTROL // CONTINUOUS DUTY. DUPLEXER AND PRE-SELECTOR. RACK MOUNTING OPTION.	\$18,622.50		\$18,622.50
1	REPEATER CONFIGURATION, PROGRAMMING AND INSTALLATION /// GROUNDING UPGRADES	\$1,050.00		\$1,050.00
	OPTION			

0	(OPTION) NORTH REPEATER ANTENNA SYSTEM AT THE NEW SHADY LAKE ROAD TOWER 200 FEET	\$10,900.00	ea.	\$0.00
System Design	<p>FIRE SOUTH REPEATER WILL BE INSTALLED IN THE EXISTING MTR2000 LOCATION AS SHOWN. A FULL ANTENNA SYSTEM WITH NEW GROUNDING AND ENTRANCE PANELS WILL REPLACE THE EXISTING ANTENNA SYSTEM. NEW GROUNDING AT THE TOWER BASE AND REPEATER WILL BE INSTALLED USING CADWELD PROCESS AT THE TOWER.</p> <p>FIRE NORTH REPEATER WILL BE INSTALLED AT THE HOSPITAL TOWER AT THIS TIME. GROUNDING WILL BE UPDATED AT THE HOSPITAL TOWER. RECOMMENDING A NEW ANTENNA SYSTEM BE INSTALLED WHEN MOVED TO THE NEW TOWER (SHADY LANE ROAD TOWER)</p> <p>FIRE SOUTH REPEATER WILL BE INSTALLED AT THE PLATTE CENTER TOWER TO REPLACE THE EXISTING MTR2000.</p>			
Licensing		\$775.00		\$ 1,250.00
		TAX NOT INCLUDED		
				\$73,342.50

Prices quoted are F.O.B factory. Quotation good for 60 days.
 Delivery: Receipt of goods should arrive from factory in approximately
 TBA from receipt of order.

Quotation Prepared By:		Accepted By:	
Name:	Michael Epley II 	Name:	_____
Date:	3-6-23	Date:	_____

4.F. Resolution No. R23-53 approving request to Nebraska Department of Economic Development to extend completion date of Community Development Block Grant No. 10-DTR-101 to November 20, 2023, for downtown revitalization.

RESOLUTION NO. R23-53

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING REQUEST TO NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT TO EXTEND COMPLETION DATE OF COMMUNITY DEVELOPMENT BLOCK GRANT NO. 19-DTR-101 FOR DOWNTOWN REVITALIZATION TO NOVEMBER 20, 2023; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus, Nebraska, received Community Development Block Grant No. 19-DTR-101 for downtown revitalization in the amount of \$206,490; of which \$175,841 was to be used for commercial rehabilitation, \$20,649 for general administration, and \$10,000 for construction management of the grant.

WHEREAS, the total project cost was estimated to be \$250,451 with participating businesses contributing \$175,841; and

WHEREAS, this underlying grant agreement was approved by the City via Resolution No. R19-182 on December 16, 2019; and

WHEREAS, the City of Columbus, Nebraska, had a contract completion date of May 20, 2023; however, will need an additional six months to complete the grant and therefore an extension of the completion date is being requested.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the request to Northeast Nebraska Department of Economic Development to extend the completion date of Community Development Block Grant No. 19-DTR-101 for downtown revitalization to November 20, 2023, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of Columbus

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Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: March 29, 2023
TO: Tara Vasicek, City Administrator
FROM: Jean Van Iperen, Planning & Economic Development Coordinator
RE: 19-DTR-101 Extension Request

RECOMMENDATION:

Approval of the Resolution Requesting an Extension to 19-DTR-101 and Authorize the Mayor to Sign.

DISCUSSION:

In December 2019, the City of Columbus received Community Development Block Grant No. 19-DTR-101 for revitalization in the downtown area. The grant amount was \$206,490 to be used for commercial rehabilitation, general administration and construction management of the grant. The total cost of the project was estimated at \$250,451 with participating businesses contributing \$175,841.

Due to impacts from COVID-19, the City requested and was granted a one-year extension in October 2021. Due to shortages in contractors as well as delays in some materials and the need to seek other applicants to fully utilize all grant dollars, the City requested Northeast Nebraska Department of Economic Development to apply for another one-year extension and instead of a year extension received a six-month extension until May 20, 2023. The City is currently asking for a new extension with a completion date for the grant of November 20, 2023 to allow all projects to get completed.

FISCAL IMPACT:

None

ALTERNATIVE:

Do not approve.

Signature:

By: *Jean Van Iperen*

Approved By: _____



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

April 3, 2023

Nebraska Department of Economic Development
Attn: Steve Charleston
P.O. Box 94666
Lincoln, NE 68509-4666

Dear Mr. Charleston:

On August 15, 2022, the Columbus City Council approved a motion to request a 6-month extension for Community Development Block Grant 19-DTR-101. The current contract end date is May 20, 2023 and the City is requesting a completion date of November 20, 2023.

Commercial Rehabilitation: All funds have been awarded to 24 business in downtown Columbus. To date, 14 business have completed their projects and 6 business have started but are waiting for the availability of their contractor and materials to complete portions of their project. \$175,841.00 of Commercial Rehabilitation funds were awarded for this DTR grant with only \$56,576.01 remaining. Applicants have provided \$1.24 for every CDBG dollar funding this project.

Reasons for extension request:

- Time is needed to allow for the completion of commercial rehabilitation construction activities.
- Extensive time to obtain hard materials
- Contractor's availability has delayed the completion of awarded project
- Transition to the new Unique Entity Identifier SAM's registration system

Your consideration of this amendment is greatly appreciated. If you have any questions regarding the progress of these projects, please do not hesitate to contact me or Riah Deane with the Northeast Nebraska Economic Development District at (402) 379-1150 extension 102 or rdeane@nenedd.org.

Sincerely,

Jim Bulkley
City of Columbus, Mayor

4.G. Resolution No. R23-54 authorizing payment of various improvement projects.

RESOLUTION NO. R23-54

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT GEHRING CONSTRUCTGION AND READY MIX CO. INC.- SID NO. 189 48 AVENUE FROM 23 STREET TO SOUTH OF BRADSHAW PARK ENTRANCE & CONCRETE PAVING IMPROVEMENTS 2023 \$134,238.24.

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

Gehring Constr and Ready Mix Co.	SID No. 189 (48 Ave from 23 St to s. of Bradshaw Prk entrance) and Concrete Paving Impr 2023	\$134,238.24
----------------------------------	--	--------------

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:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Contractor's Application and Certificate of Payment

200-200-57200-23025 - 71,146.27
200-200-57300-20071 - 63,091.97

		Contractor's Application for Payment No: 1
		Application Period: (From - to) start to 3/21/23
To: City of Columbus (Owner)	From (Contractor): Gehring Construction and Ready Mix Co., Inc.	Contractor's Project No.:
Project Name: SID No. 189 48th Ave. from 23rd St. to S. of Bradshaw Park Entrance & Concrete Paving Improvements 2023	Via (Consulting Engineer / Architect): City of Columbus	
Fiscal Year Budget Number: 200-200-57200-23025 & 200-200-57300-20071		

Application For Payment

Field Order and Change Order Summary

Field (FO#) and Change Orders (CO#) Approved:		
Number	Additions	Deductions
TOTALS	\$ -	\$ -
NET CHANGE	\$ -	

1. ORIGINAL CONTRACT PRICE.....	\$	3,587,259.25
2. Net change by Field Order and Change Orders.....	\$	-
3. Current Contract Price (Line 1 ± 2).....	\$	3,587,259.25
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	149,153.60
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$	14,915.36
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	134,238.24
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....		
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	134,238.24
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$	3,453,021.01

(To double check Line 9 Take Column I + Line 5 should = Line 9 calculations)

Contractor's Certification

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

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

By: Stephen Anderson Date: 3-21-23

Printed/Typed Name: Stephen Anderson

Payment of:

_____ (Line 8 or other - attach explanation of the other amount)

is recommended by:

_____ (Consulting Engineer/Architect) _____ (Date)

Payment of:

\$ 134,238.24

_____ (Line 8 or other - attach explanation of the other amount)

is approved by:

Richard J. Bogue 3-27-2023

_____ (City Engineer) _____ (Date)

Approved by:

_____ Funding Agency (if applicable) _____ (Date)

4.H. Payroll and bills on file.

UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHZ	12 -HP 23.8" E24 G4 MONITORS, SPEAKER E	225.00	
100-100-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES	712.50	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	131.27	
100-100-54320	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	72.57	
100-100-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	MINUTES, LEGAL NOTICES	638.78	
100-100-55900	MISCELLANEOUS	PETTY CASH	WALGREENS - PHOTO	2.19	
100-100-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	DISHWASHING LIQUID	4.13	
100-100-56010	SUPPLIES	PETTY CASH	WALGREENS - PHOTOS OF CITY COUNCIL MEME	4.79	
100-100-56010	SUPPLIES	SHEVLIN SUPPLY	CENTER PULL TOWELS	36.15	
100-100-56020	OFFICE SUPPLIES	BIG RED PRINTING	BUSINESS CARDS - HOPE FRESHOUR	189.30	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PENCILS, REFILL, 3X3 NOTES	303.15	
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	145.04	
100-100-57510-23002	CAPITAL-EQUIPMENT	LEICA GEOSYSTEMS INC	SATEL BASE POWER SUPPLY	480.00	
Total For Dept 100 GENERAL ADMINISTRATION				2,944.87	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	30.00	
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	14.63	
Total For Dept 102 COLUMBUS AREA TRANSIT				44.63	
Dept 103 COLUMBUS SENIOR CENTER					
100-103-53400-III-B	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHZ	12 -HP 23.8" E24 G4 MONITORS, SPEAKER E	523.33	
100-103-53400-III-C	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHZ	12 -HP 23.8" E24 G4 MONITORS, SPEAKER E	523.33	
100-103-53400-III-E	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHZ	12 -HP 23.8" E24 G4 MONITORS, SPEAKER E	523.34	
100-103-56010-III-B	SUPPLIES	SUPER SAVER	GROCERIES, STORAGE BAGS & CLEANING SUPE	20.57	
100-103-56030-III-B	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	13.78	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	13.77	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	SUPER SAVER	GROCERIES, STORAGE BAGS & CLEANING SUPE	24.81	
100-103-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	36.56	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES	43.82	
Total For Dept 103 COLUMBUS SENIOR CENTER				1,723.31	
Dept 105 FINANCE					
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	36.56	
Total For Dept 105 FINANCE				36.56	
Dept 106 CITY CLERK					
100-106-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	KELLY KEYES - TRAINING IN KEARNEY	574.75	
100-106-52700	TRAINING AND TUITION	KEYES KELLI	MILEAGE, TIPS MUNICIPAL CLERK TRAINING	86.60	
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	29.25	
Total For Dept 106 CITY CLERK				690.60	
Dept 107 MAYOR/COUNCIL					
100-107-52700	TRAINING AND TUITION	SCHILLING RON	MILEAGE, PARKING LNM-MIDWINTER CONFEREN	127.30	
Total For Dept 107 MAYOR/COUNCIL				127.30	
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	7.31	
Total For Dept 108 HUMAN RESOURCES				7.31	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	FBINAA-NEBRASKA INC	2023 NE CHAPTER TRAINING CONFERENCE - S	150.00	
100-110-52700	TRAINING AND TUITION	STREET COP TRAINING	NEBRASKA CASE LAW	398.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	CBS - REPORTING SERVICES	FILE #103676 & #103675	18.40	
100-110-53200	PROFESSIONAL SERVICES	BRYAN HEALTH	RELEASE OF INFORMATION	66.50	
100-110-53520	CONTRACT SERVICES	PLATTE VALLEY HUMANE SOCIETY	QUARTERLY PAYMENT PER AGREEMENT	21,000.00	
100-110-54320	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	148.86	
100-110-54380	MAINTENANCE AGREEMENTS	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	256.00	
100-110-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	BUTTON BATTERY	7.17	
100-110-56010	SUPPLIES	FIRST IMPRESSIONS	100 - 12"X18" WARNING DANGEROUS ANIMAL	475.00	
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	413.21	
Total For Dept 110 POLICE				22,933.14	
Dept 120 FIRE					
100-120-52800	UNIFORMS	WITMER PUBLIC SAFETY GROUP	3 - BADGES	130.50	
100-120-53400	COMPUTER SUPPORT/MAINT	EMERGENCY SERVICES MKTING	FIVE YEAR TERM, PAID ANNUALLY - IAMRES	330.00	
100-120-54310	BUILDING MAINTENANCE	ELECTRICAL ENGINEERING &	ANGLE PLUG	124.64	
100-120-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	28.81	
100-120-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	AA & 3V BATTERIES	105.51	
100-120-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	REPLACE SEAT BELT	605.97	
100-120-56010	SUPPLIES	MATHESON-LINWELD	MS GAUGE 2.0"X4000	29.36	
100-120-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	87.50	
100-120-56030	CLEANING SUPPLIES/SERVICE	HADLEY-BRAITHWAIT COMPANY	TOILET PAPER, TRASH BAGS	129.90	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	132.65	
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	120.67	
100-120-57510-23011	CAPITAL-EQUIPMENT	DANKO EMERGENCY EQUIPMENT	ELKHART SHUTOFFS, FOAM TUBES, FLOOR BEI	15,035.00	
100-120-57520-23006	CAPITAL-VEHICLES	WITMER PUBLIC SAFETY GROUP	STECK BIG EASY CARRYING CASE	44.06	
Total For Dept 120 FIRE				16,904.57	
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	BATENHORST, RYAN	24 HOURS PARAMEDIC CE LECTURE	2,400.00	
100-121-52800	UNIFORMS	WITMER PUBLIC SAFETY GROUP	3 - BADGES	130.50	
100-121-53400	COMPUTER SUPPORT/MAINT	EMERGENCY SERVICES MKTING	FIVE YEAR TERM, PAID ANNUALLY - IAMRES	330.00	
100-121-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	28.82	
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPITAL	PHARMACY, SUPPLIES	2,055.81	
100-121-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	87.50	
100-121-56030	CLEANING SUPPLIES/SERVICE	HADLEY-BRAITHWAIT COMPANY	TOILET PAPER, TRASH BAGS	129.90	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	132.64	
100-121-56030	CLEANING SUPPLIES/SERVICE	STERICYCLE INC	MEDICAL WASTE SERVICES	1,061.33	
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	120.67	
Total For Dept 121 RESCUE				6,477.17	
Dept 130 LIBRARY					
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	EAKES OFFICE SOLUTIONS	BADGE	19.94	
100-130-53400-PATRN	COMPUTER SUPPORT/MAINT	LIBRARY MARKET	LIBRARY CALENDAR ANNUAL SUBSCRIPTION	1,500.00	
100-130-55400	ADVERTISING AND PROMOTION	BEST VERSION MEDIA, LLC	AD MANAGEMENT FEE	152.00	
100-130-55400	ADVERTISING AND PROMOTION	COLUMBUS TELEGRAM	ADVERTISING	606.62	
100-130-56010-MTRLS	SUPPLIES	EAKES OFFICE SOLUTIONS	NEON LABELS	22.99	
100-130-56030	CLEANING SUPPLIES/SERVICE	SHEVLIN SUPPLY	BATH TISSUE, WHITE LINERS	165.10	
100-130-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	102.38	
100-130-56250	REFUSE	U & I SANITATION	MARCH SERVICE	50.00	
100-130-56400-ADSRP	PROGRAMS	ZOOBEAN INC.	BEANSTACK PLUS 4/10/2023 TO 4/09//2024	358.33	
100-130-56400-ADULT	PROGRAMS	HANEY KELLY	YOGA CLASS MILEAGE	71.75	
100-130-56400-CHILD	PROGRAMS	CAPITAL ONE - WALMART	GROCERIES	146.30	
100-130-56400-CHSRP	PROGRAMS	ZOOBEAN INC.	BEANSTACK PLUS 4/10/2023 TO 4/09//2024	358.33	
100-130-56400-YASCH	PROGRAMS	ZOOBEAN INC.	BEANSTACK PLUS 4/10/2023 TO 4/09//2024	358.34	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD	251.15	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	CENTER POINT LARGE PRINT	MATERIALS	56.17	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	1,730.63	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVD'S	110.93	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	64.72	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	WORLD TRADE PRESS	SUBSCRIPTION RENEWAL ATOZ WORLD/USA	700.40	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	856.94	
Total For Dept 130 LIBRARY				7,683.02	
Dept 140 CEMETERY					
100-140-52710	EMPLOYEE RECRUITMENT/RETENTION	MENARDS	MENARDS GIFT CARD	200.00	
100-140-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	12 -HP 23.8" E24 G4 MONITORS, SPEAKER E	1,345.00	
100-140-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	SPRING SNAP	3.98	
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	7.31	
Total For Dept 140 CEMETERY				1,556.29	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-53200	PROFESSIONAL SERVICES	CENTER FOR MUNICIPAL SOLUJ	COLUMBUS NE ATC	2,150.00	
100-145-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES	475.00	
100-145-54330	VEHICLE MAINTENANCE	ERNST AUTO CENTER	REPLACE BATTERY	328.44	
100-145-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	MINUTES, LEGAL NOTICES	46.55	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	23.99	
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	36.56	
Total For Dept 145 COMMUNITY DEVELOPMENT				3,060.54	
Dept 150 PARKS					
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	67.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	51.11	
100-150-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES	475.00	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	SLIP COUPLING	49.38	
100-150-54310	BUILDING MAINTENANCE	HADLEY-BRAITHWAIT COMPANY	3 CASES WAGON WHEEL TOILET PAPER	203.85	
100-150-54310	BUILDING MAINTENANCE	PIONEER MANUFACTURING CO,	15 - BRITE STRIPE WHITE 5 GAL	997.50	
100-150-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	PIPE INSULATION	94.34	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	BALL MOUNT CLASS 1	307.42	
100-150-54320	EQUIPMENT MAINTENANCE	BOMGAARS	SNAPS	8.37	
100-150-54320	EQUIPMENT MAINTENANCE	MIRACLE RECREATION EQUIPM	REPLACEMENT SWING SEATS	2,226.69	
100-150-54320	EQUIPMENT MAINTENANCE	MUELLER SPRINKLERS	EJECTOR NELSON AIR CLEANER, BELT, ANTI	265.97	
100-150-54320	EQUIPMENT MAINTENANCE	PIONEER MANUFACTURING CO,	PHD ULTRA FRIENDLY CLEANER 12 QT	68.54	
100-150-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	FUEL, AIR, OIL, A/C FILTERS, OIL, FILTE	265.86	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	12 - PM 10W30 CONV 12/1 QT	58.20	
100-150-56010	SUPPLIES	GREAT PLAINS BUILDING SUPE	84 BAGS - 50# ATHLETIC FIELD MARKER	1,216.32	
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	29.25	
100-150-56400	PROGRAMS	TWEET'S SPORT SHOP	6 - PITCHER PLATES	155.94	
Total For Dept 150 PARKS				6,540.74	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	KWIKWELD SYRINGE	7.99	
100-151-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	RUBBER FLANGE GASKET	20.77	
100-151-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	3 QT - 4 CYCLE 20W50	38.97	
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	14.63	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				82.36	
Dept 152 AQUATIC CENTER POOL					

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 152 AQUATIC CENTER POOL					
100-152-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	12 -HP 23.8" E24 G4 MONITORS, SPEAKER E	1,570.00	
100-152-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	SOFTWARE SUPPORT	114.00	
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATIO	PHONE/INTERNET CHARGES 03/16 - 04/15	14.63	
Total For Dept 152 AQUATIC CENTER POOL				1,698.63	
Dept 155 VAN BERG GOLF COURSE					
100-155-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	BATTERY	137.82	
100-155-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	SHIELD, FILTER	42.98	
100-155-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	KIT, ARM, TIRE & WHEEL	996.50	
100-155-54350	GOLF CART/COURSE MAINT	NEBRASKA GOLF & TURF INC	96 - 8 VOLT BATTERIES	5,973.56	
100-155-54490	IRRIGATION MAINTENANCE	KELLY SUPPLY COMPANY	MALE ADAPTER, COMP COUP, PVC CEMENT	80.77	
100-155-56010	SUPPLIES	BOMGAARS	SPRAY PAINT	35.96	
100-155-56010	SUPPLIES	NAPA AUTO PARTS OF COLUMBU	BRAKE PARTS CLEANER, 4" DR RATCHET	82.67	
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATIO	PHONE/INTERNET CHARGES 03/16 - 04/15	21.94	
Total For Dept 155 VAN BERG GOLF COURSE				7,372.20	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	67.00	
100-156-54310	BUILDING MAINTENANCE	MIDWEST TURF & IRRIGATION	MAIN MOTOR 220 60 HZ	576.64	
100-156-54350	GOLF CART/COURSE MAINT	NEBRASKA GOLF & TURF INC	96 - 8 VOLT BATTERIES	11,306.44	
100-156-56010	SUPPLIES	BOMGAARS	SPRAY PAINT, PRIMER	22.57	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	54.61	
100-156-56110	PRO-SHOP SUPPLIES	THE GOLF SHOP	TRASH RECEPTACLES AT VANBERG	346.23	
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATIO	PHONE/INTERNET CHARGES 03/16 - 04/15	58.50	
100-156-57200-23020	CAPITAL-LAND & BUILDINGS	ACE HARDWARE & GARDEN CNT	3/4" CLAMP CONN	1.99	
100-156-57200-23020	CAPITAL-LAND & BUILDINGS	K-C AUTO SUPPLY INC	TOP COAT, PLUGS	83.20	
Total For Dept 156 QUAIL RUN GOLF COURSE				12,517.18	
Total For Fund 100 GENERAL FUND				92,400.42	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	APWA	NORTH AMERICAN SNOW CONFERENCE-CLETE BC	1,415.00	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	597.73	
200-200-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	106.66	
200-200-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	12 -HP 23.8" E24 G4 MONITORS, SPEAKER E	3,140.00	
200-200-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES	1,187.50	
200-200-54310	BUILDING MAINTENANCE	BOMGAARS	HOSE	39.99	
200-200-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	FUSE CART	21.99	
200-200-54320	EQUIPMENT MAINTENANCE	BOMGAARS	REDUCING COUPLING, PIPE NIPPLE	10.07	
200-200-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	BOLT CLAMP, BRASS HOSE MENDER	97.93	
200-200-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	VALVE, ASSY SOL	1,777.12	
200-200-54320	EQUIPMENT MAINTENANCE	RIVER VALLEY TIRE SERVICE	3-TIRE REPAIRS	190.00	
200-200-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	REPAIR	15.00	
200-200-54450	STREET MAINTENANCE	WHITE CAP LP	11.7 HP HONDA GAS POWERED WALK BEHIND S	2,750.00	
200-200-54460	LAND MAINTENANCE	COLUMBUS STEEL SUPPLY	PLATE 1/4" 4'X8'	242.59	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	PROPANE	286.44	
200-200-56010	SUPPLIES	B'S ENTERPRISES INC	CRAFCO #221 4,500 LB	4,500.00	
200-200-56010	SUPPLIES	BOMGAARS	FASTENERS	9.56	
200-200-56010	SUPPLIES	ENTERPRISE ELECTRIC COLUME	2" PVC COUPLING	59.75	
200-200-56010	SUPPLIES	GEHRING CONSTRUCTION &	ONE PALLET HOT POUR TAR	3,762.00	
200-200-56010	SUPPLIES	GRIMES ASPHALT & PAVING CC	COLD MIX	1,893.60	
200-200-56010	SUPPLIES	JACKSON SERVICES INC	SOAP	36.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-56010	SUPPLIES	MOTION INDUSTRIES INC	MARKING PAINT	211.35	
200-200-56010	SUPPLIES	REARDON LAWN & GARDEN INC	TWIST LOCK, COLLAR NUT	16.99	
200-200-56010	SUPPLIES	WHITE CAP LP	ALL PURPOSE BLADE	480.00	
200-200-56090	SMALL TOOLS	ACE HARDWARE & GARDEN CNT	DIAGONAL CUTTING PLIERS	43.98	
200-200-56090	SMALL TOOLS	BOMGAARS	ROUND PT SHOVELS, SCOOP SHOVELS, SIDEW	152.44	
200-200-56120	TRAFFIC SIGNS	ACE HARDWARE & GARDEN CNT	DIE 1" HEX 1/4	6.99	
200-200-56220	ELECTRICITY	IES COMMERCIAL INC.	TRAFFIC SIGNAL PROJECT - 40FT MAST ARM	9,621.00	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	BREAKWAY BASE 14TH ST/26TH AVE, REPAIR	7,124.97	
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	29.25	
200-200-57200-23025	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	SID #189 48TH AVE FROM 23RD ST TO S OF	71,146.27	
200-200-57300-20070	CAPITAL-NEW CONSTRUCTION	UNION PACIFIC RAILROAD CO	DOT #815711X 15TH ST TO CONSTRUCT SIDEW	127.00	
200-200-57300-20071	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION &	SID #189 48TH AVE FROM 23RD ST TO S OF	63,091.97	
Total For Dept 200 STREETS				174,191.14	
Dept 202 MECHANICS SHOP					
200-202-52700	TRAINING AND TUITION	APWA	NORTH AMERICAN SNOW CONFERENCE-DAVE SLI	675.00	
200-202-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	66.09	
200-202-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	TIE MOUNTS	7.98	
200-202-56090	SMALL TOOLS	ACE HARDWARE & GARDEN CNT	SPRAY PAINT, TAP PIPE, COUNTER SUNK PLU	9.99	
200-202-56090	SMALL TOOLS	BOMGAARS	BARREL PUMP	112.95	
200-202-56090	SMALL TOOLS	MATHESON-LINWELD	5 - TIPS	2,155.01	
200-202-56130	SUPPLIES FOR RESALE	ACE HARDWARE & GARDEN CNT	SPRAY PAINT, TAP PIPE, COUNTER SUNK PLU	8.58	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	OIL FILTER	2.62	
200-202-56130	SUPPLIES FOR RESALE	ANDERSON AUTO BODY & SALES	AC SYSTEM SERVICE	238.02	
200-202-56130	SUPPLIES FOR RESALE	INTERSTATE BATTERY SYSTEM	BATTERIES	414.85	
200-202-56130	SUPPLIES FOR RESALE	LAWSON PRODUCTS	FLAT FACE HYDRO COUPLER & NIPPLE, PARTS	494.78	
200-202-56130	SUPPLIES FOR RESALE	TIRE OUTLET INC	REPAIR	15.00	
Total For Dept 202 MECHANICS SHOP				4,200.87	
Total For Fund 200 STREETS/ENGINEERING				178,392.01	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH#12	-HP 23.8" E24 G4 MONITORS, SPEAKER E	1,570.00	
205-205-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	2 KEN 20W50 GT-1	15.90	
205-205-56090	SMALL TOOLS	BOMGAARS	PLIER	12.99	
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	21.94	
205-205-56260	UTILITIES - FSS BUILDING	U & I SANITATION	MARCH SERVICE	42.50	
Total For Dept 205 AIRPORT				1,663.33	
Total For Fund 205 AIRPORT				1,663.33	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	YORK CO COMMUNICATIONS	CENAPCO PST COURSE	237.60	
220-220-56010	SUPPLIES	FIRST IMPRESSIONS	250 MAGNETS - EMERGENCY DIAL 911	300.00	
220-220-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	1,215.99	
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	7.31	
220-220-56250	REFUSE	U & I SANITATION	MARCH SERVICE	42.50	
220-220-57510-23034	CAPITAL-EQUIPMENT	RFCC	CONSULTING FEE - PUBLIC SAFETY RADIO SY	687.50	
Total For Dept 220 E911				2,490.90	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 220 COMMUNICATIONS - E911					
Total For Fund 220 COMMUNICATIONS - E911				2,490.90	
Fund 240 HOUSING REHAB & LOANS					
Dept 243 CDBG REVOLVING REHAB LOAN					
240-243-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	CDBG REHAB REUSE FEBRUARY 2023 ADMIN SE	275.85	
Total For Dept 243 CDBG REVOLVING REHAB LOAN				275.85	
Dept 244 CDBG DPA LOANS (NENEDD)					
240-244-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	DHA TRUST REUSE FEBRUARY 2023 ADMIN SEF	131.25	
Total For Dept 244 CDBG DPA LOANS (NENEDD)				131.25	
Dept 245 CDBG GRANTS					
240-245-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	120-TFHP-17006 - PAYMENT 15	3,775.27	
Total For Dept 245 CDBG GRANTS				3,775.27	
Total For Fund 240 HOUSING REHAB & LOANS				4,182.37	
Fund 400 DEBT SERVICE FUND					
Dept 451 FLOOD CONTROL BONDS					
400-451-59020	INTEREST AND FISCAL FEES	BOKF NA	GENERAL OBLIGATION REFUNDING BONDS SERI	2,353.25	
Total For Dept 451 FLOOD CONTROL BONDS				2,353.25	
Total For Fund 400 DEBT SERVICE FUND				2,353.25	
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	CREDIT	USDA	UB refund for account: 100-05620-05	355.24	
Total For Dept 000				355.24	
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	LA QUINTA INN & SUITES KE/KRIS	GERNSTEIN	112.78	
500-500-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	POLO'S-BOMBERGER	78.00	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	279.39	
500-500-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	106.67	
500-500-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES	712.50	
500-500-54310	BUILDING MAINTENANCE	BOMGAARS	SIGNS	2.68	
500-500-54320	EQUIPMENT MAINTENANCE	NORTHWEST ELECTRIC LLC	BARNES POWER CORD	425.90	
500-500-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	84.90	
500-500-54390	SYSTEM MAINTENANCE	BOMGAARS	12PT SOCKET, IMPACT SOCKET	13.98	
500-500-54390	SYSTEM MAINTENANCE	FASTENAL COMPANY	GAS 5X ECONOMY KIT	1,263.67	
500-500-54390	SYSTEM MAINTENANCE	KELLY SUPPLY COMPANY	WET N FAST CEMENT	62.81	
500-500-54390	SYSTEM MAINTENANCE	WHITE CAP LP	HONDA GX100 RAMMER 2.8 HP	1,325.00	
500-500-56010	SUPPLIES	JACKSON SERVICES INC	SOAP	36.00	
500-500-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	17X23 WD CRK, 2X3 ALUM	16.12	
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	33.50	
Total For Dept 500 WASTEWATER COLLECTION				4,553.90	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	202.07	
500-501-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	TUBE POLYE BLK	31.70	
500-501-54320	EQUIPMENT MAINTENANCE	LAWSON PRODUCTS	NUT & BOLT LOOSENER	18.66	
500-501-54320	EQUIPMENT MAINTENANCE	MCMMASTER-CARR	WINDOW FILM FOR BASTING CABINET, PARTS	70.27	
500-501-54320	EQUIPMENT MAINTENANCE	MOTION INDUSTRIES INC	ROL, BRG MTD UNITS	2,306.57	
500-501-54320	EQUIPMENT MAINTENANCE	SCHWING BLOSET	ELECTRICAL PRESSURE TRANSMITTER	1,526.30	
500-501-55640	COMPLIANCE TESTING	PACE ANALYTICAL SERVICES I	WATER TESTING	1,013.70	

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Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	LUBE LOCK, HOSE NOZZLE	19.98	
500-501-56010	SUPPLIES	MENARDS	22PC BALL HEX-L KEY SET, RATCHET TIE DC	71.16	
500-501-56010	SUPPLIES	USA BLUE BOOK	WASTEWATER MATH THE BASICS	29.46	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	35.96	
500-501-56090	SMALL TOOLS	MENARDS	22PC BALL HEX-L KEY SET, RATCHET TIE DC	24.99	
500-501-56100	LABORATORY	MOTION INDUSTRIES INC	FILTERS	1,305.58	
500-501-56100	LABORATORY	USA BLUE BOOK	SAMPLING BAGS, BORATE BUFFER SOLUTION	233.24	
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	36.56	
Total For Dept 501 WASTEWATER TREATMENT FAC				6,926.20	
Total For Fund 500 UTILITY SERVICE				11,835.34	
Fund 520 WATER					
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	ABSALON ROBERT	LUNCH - NERWA CONFERENCE KEARNEY	16.73	
520-520-52700	TRAINING AND TUITION	LA QUINTA INN & SUITES KEARNEY	KRIS GERNSTEIN	112.78	
520-520-52700	TRAINING AND TUITION	NEBRASKA DEPT OF ENVIRONMENT	WATER OPERATOR EXAM - BOB ABSALON	50.00	
520-520-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	67.00	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	165.47	
520-520-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	106.67	
520-520-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES	712.50	
520-520-54310	BUILDING MAINTENANCE	BOMGAARS	SIGNS	2.69	
520-520-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	LUBRICANT SPRAY, CLOSED RL LNG TAPE	45.12	
520-520-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	1/4 X 4 NIPPLE	28.05	
520-520-54320	EQUIPMENT MAINTENANCE	USA BLUE BOOK	MAG DRIVE PUMP 1/2 HP	1,834.22	
520-520-54320	EQUIPMENT MAINTENANCE	VESSCO INC	ROTOR ASSEMBLY	675.59	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	SPRINKLER, NIPPLE, REDUCE ELBOW	11.17	
520-520-54390	SYSTEM MAINTENANCE	FASTENAL COMPANY	GAS 5X ECONOMY KIT	1,263.67	
520-520-54390	SYSTEM MAINTENANCE	GERHOLD CONCRETE COMPANY	18TH AVE & WOODLAND DR	1,021.47	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	HYMAX FLIP COUPLING	3,709.61	
520-520-54390	SYSTEM MAINTENANCE	WHITE CAP LP	HONDA GX100 RAMMER 2.8 HP	1,325.00	
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	WATER TESTING	409.00	
520-520-56010	SUPPLIES	JACKSON SERVICES INC	SOAP	36.00	
520-520-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	17X23 WD CRK, 2X3 ALUM	16.11	
520-520-56130	SUPPLIES FOR RESALE	CORE & MAIN LP	24 - 1 IPERL 100CF	6,639.00	
520-520-56135	AMR RADIO EXPENSE	CORE & MAIN LP	56 - 510M S/POINT M2	30,456.00	
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	55.44	
Total For Dept 520 WATER				48,759.29	
Total For Fund 520 WATER				48,759.29	
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-52800	UNIFORMS	BOMGAARS	SAFETY VEST	16.99	
560-560-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES	475.00	
Total For Dept 560 STORMWATER UTILITY				491.99	
Total For Fund 560 STORMWATER UTILITY				491.99	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52700	TRAINING AND TUITION	UTILITIES SECTION	WASTE SCREENING ONLINE SESSION-JANSSEN	35.00	
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	230.00	

UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	211.85	
570-570-54310	BUILDING MAINTENANCE	COLUMBUS STEEL SUPPLY	ANGLE 3X3X1/4, SQ TUBING, FLAT HR	155.45	
570-570-54320	EQUIPMENT MAINTENANCE	COLUMBUS STEEL SUPPLY	ANGLE 3X3X1/4, SQ TUBING, FLAT HR	277.19	
570-570-54320	EQUIPMENT MAINTENANCE	SCHUYLER RUBBER CO INC.	2 - MODEL 911T BIAS 60", 20 LOCK NUTS	2,793.28	
570-570-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	CIRCUIT BREAKERS	22.11	
570-570-54330	VEHICLE MAINTENANCE	FULL THROTTLE TRUCK &	2009 FREIGHTLINER-AIR CHARGE COOLER & T	5,163.24	
570-570-56010	SUPPLIES	MENARDS	ENERGIZER BATTERIES	37.70	
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, ROLLER TOWEL, UNIFORMS	33.04	
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	21.98	
Total For Dept 570 TRANSFER STATION				<u>8,980.84</u>	
Total For Fund 570 SOLID WASTE DIVISION				<u><u>8,980.84</u></u>	

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	92,400.42
Fund 200 STREETS/ENGINEE	178,392.01
Fund 205 AIRPORT	1,663.33
Fund 220 COMMUNICATIONS	2,490.90
Fund 240 HOUSING REHAB &	4,182.37
Fund 400 DEBT SERVICE FI	2,353.25
Fund 500 UTILITY SERVICE	11,835.34
Fund 520 WATER	48,759.29
Fund 560 STORMWATER UTILI	491.99
Fund 570 SOLID WASTE DIV	8,980.84
Total For All Funds:	<u>351,549.74</u>

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
85746	IES COMMERCIAL INC.	02/17/2023	04/04/2023	9,621.00	9,621.00	Open	N
85783	CONNECTING POINT/RADIO SHACK	02/09/2023	04/04/2023	9,420.00	9,420.00	Open	N
85831	LOUP POWER DISTRICT	03/06/2023	04/04/2023	7,124.97	7,124.97	Open	N
85876	CORE & MAIN LP	03/13/2023	04/04/2023	6,168.00	6,168.00	Open	N
85883	FULL THROTTLE TRUCK &	03/18/2023	04/04/2023	5,163.24	5,163.24	Open	N

# of Invoices:	5	# Due:	5	Totals:	37,497.21	37,497.21
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 37,497.21 37,497.21

--- TOTALS BY FUND ---

100 - GENERAL FUND	4,710.00	4,710.00
200 - STREETS/ENGINEERING	19,885.97	19,885.97
205 - AIRPORT	1,570.00	1,570.00
520 - WATER	6,168.00	6,168.00
570 - SOLID WASTE DIVISION	5,163.24	5,163.24

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	225.00	225.00
103 - COLUMBUS SENIOR CENTER	1,570.00	1,570.00
140 - CEMETERY	1,345.00	1,345.00
152 - AQUATIC CENTER POOL	1,570.00	1,570.00
200 - STREETS	19,885.97	19,885.97
205 - AIRPORT	1,570.00	1,570.00
520 - WATER	6,168.00	6,168.00
570 - TRANSFER STATION	5,163.24	5,163.24

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10741 04/04/2023	ABSALON ROBERT INVOICE	3172023	LUNCH - NERWA CONFERENCE KEARNEY	16.73	
			Total:	16.73	
			Net of 1 Invoices / 0 Checks	16.73	
00116 04/04/2023	ACE HARDWARE & GARDEN CNT INVOICE	192612/5	LUBE LOCK, HOSE NOZZLE	19.98	
04/04/2023	INVOICE	192638/5	SPRINKLER, NIPPLE, REDUCE ELBOW	11.17	
04/04/2023	INVOICE	192658/5	LUBRICANT SPRAY, CLOSED RL LNG TAPE	45.12	
04/04/2023	INVOICE	192656/3	SLIP COUPLING	14.99	
04/04/2023	INVOICE	192593/5	PIPE INSULATION	2.39	
04/04/2023	INVOICE	192587/5	3/4" CLAMP CONN	1.99	
04/04/2023	INVOICE	192559/5	KWIKWELD SYRINGE	7.99	
04/04/2023	INVOICE	192553/5	DIAGONAL CUTTING PLIERS	43.98	
04/04/2023	INVOICE	192552/5	KEY MASTER	13.95	
04/04/2023	INVOICE	192550/5	AJAX CLEANER, QT VALVE	20.44	
04/04/2023	INVOICE	192534/5	PROPANE	286.44	
04/04/2023	INVOICE	192570/5	SPRING SNAP	3.98	
04/04/2023	INVOICE	192466/5	SPRAY PAINT, TAP PIPE, COUNTER SUNK PLUG	18.57	
04/04/2023	INVOICE	192467/5	KAW 20W50 OIL, DRIVE BELT	22.68	
04/04/2023	INVOICE	192477/5	PIPE INSULATION	2.39	
04/04/2023	INVOICE	192452/5	AA & 3V BATTERIES	105.51	
04/04/2023	INVOICE	192450/5	BUTTON BATTERY	7.17	
04/04/2023	INVOICE	192454/5	SNAP KNIFE, ADHESIVE, CAULK, PIPE INSULATIO	19.76	
04/04/2023	INVOICE	192468/5	NUTS, BOLTS, SCREWS	84.90	
04/04/2023	INVOICE	192429/5	AIR FILTERS	11.18	
04/04/2023	INVOICE	192683/5	BATTERIES, WALL CLOCK, STRATER ROPE	35.94	
04/04/2023	INVOICE	192738/5	DIE 1" HEX 1/4	6.99	
04/04/2023	INVOICE	192737/5	FUSE CART	21.99	
			Total:	809.50	
			Net of 23 Invoices / 0 Checks	809.50	
00180 04/04/2023	ADVANCE AUTO PARTS INVOICE	5606307541921	CIRCUIT BREAKERS	22.11	
04/04/2023	INVOICE	5606307261929	OIL FILTER	2.62	
			Total:	24.73	
			Net of 2 Invoices / 0 Checks	24.73	
00256 04/04/2023	ANDERSON AUTO BODY & SALES INVOICE	524892	AC SYSTEM SERVICE	238.02	
			Total:	238.02	
			Net of 1 Invoices / 0 Checks	238.02	
00044 04/04/2023	APWA INVOICE	934675	NORTH AMERICAN SNOW CONFERENCE-DAVE SLIVA	675.00	
04/04/2023	INVOICE	881904	NORTH AMERICAN SNOW CONFERENCE-CLETE BORCHEI	675.00	
04/04/2023	INVOICE	03282023	NORTH AMERICAN SNOW CONFERENCE-KYLE LIGENZA	370.00	
04/04/2023	INVOICE	03282023	NORTH AMERICAN SNOW CONFERENCE-SHANE CRUMLE'	370.00	
			Total:	2,090.00	
			Net of 4 Invoices / 0 Checks	2,090.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10561	ARNOLD MOTOR SUPPLY				
04/04/2023	INVOICE	78NV064150	12 - PM 10W30 CONV 12/1 QT	58.20	
04/04/2023	INVOICE	78NV064294	TIE MOUNTS	7.98	
04/04/2023	INVOICE	78NV063489	2 KEN 20W50 GT-1	15.90	
04/04/2023	INVOICE	78NV063943	BALL MOUNT CLASS 1	36.02	
04/04/2023	INVOICE	78NV064271	OIL DRAIN PLUG GASKET	2.69	
04/04/2023	INVOICE	78NV063633	AIR & HYDRAULIC FILTERS, 10W40	64.61	
04/04/2023	INVOICE	78NV063634	NITRILE XL, BRAKLEEN, OPTI-SORB	112.88	
04/04/2023	INVOICE	78NV063683	SEPARATOR FILTER	25.96	
04/04/2023	INVOICE	78NV063708	5W30 SYN, ENGINE OIL FILTER	65.26	
			Total:	389.50	
			Net of 9 Invoices / 0 Checks	389.50	
10562	BATENHORST, RYAN				
04/04/2023	INVOICE	100	24 HOURS PARAMEDIC CE LECTURE	2,400.00	
			Total:	2,400.00	
			Net of 1 Invoices / 0 Checks	2,400.00	
10435	BEST VERSION MEDIA, LLC				
04/04/2023	INVOICE	280875-202305	AD MANAGEMENT FEE	152.00	
			Total:	152.00	
			Net of 1 Invoices / 0 Checks	152.00	
03126	BIG RED PRINTING				
04/04/2023	INVOICE	83403	BUSINESS CARDS - HOPE FRESHOUR	94.65	
04/04/2023	INVOICE	83402	BUSINESS CARDS - KATHERINE LOPEZ	94.65	
			Total:	189.30	
			Net of 2 Invoices / 0 Checks	189.30	
00917	BLACKSTONE PUBLISHING				
04/04/2023	INVOICE	2087661	CD	36.00	
04/04/2023	INVOICE	2092553	CD'S	215.15	
			Total:	251.15	
			Net of 2 Invoices / 0 Checks	251.15	
01785	BOKF NA				
04/04/2023	INVOICE	COLUMBGORE20	GENERAL OBLIGATION REFUNDING BONDS SERIES 20	2,353.25	
			Total:	2,353.25	
			Net of 1 Invoices / 0 Checks	2,353.25	
00337	BOMGAARS				
04/04/2023	INVOICE	35118683	SNAPS	8.37	
04/04/2023	INVOICE	35118433	BARREL PUMP	34.99	
04/04/2023	INVOICE	35117801	GEAR LUBE, SYNTHETIC OIL	62.97	
04/04/2023	INVOICE	35114740	SIGNS	5.37	
04/04/2023	INVOICE	35115725	REDUCING COUPLING, PIPE NIPPLE	10.07	
04/04/2023	INVOICE	35117090	FASTENERS	9.56	
04/04/2023	INVOICE	35111276	12PT SOCKET, IMPACT SOCKET	13.98	
04/04/2023	INVOICE	35111241	HOSE	39.99	
04/04/2023	INVOICE	35111389	EXTENSION CORD	14.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/04/2023	INVOICE	35113854	ROUND PT SHOVELS, SCOOP SHOVELS, SIDEWALK S	152.44	
04/04/2023	INVOICE	35118255	SAFETY VEST	16.99	
04/04/2023	INVOICE	35120294	PLIER	12.99	
04/04/2023	INVOICE	35119990	SPRAY PAINT, PRIMER	22.57	
04/04/2023	INVOICE	35118290	SPRAY PAINT	35.96	
			Total:	441.24	
			Net of 14 Invoices / 0 Checks	441.24	
01695	BRYAN HEALTH				
04/04/2023	INVOICE	13847	RELEASE OF INFORMATION	66.50	
			Total:	66.50	
			Net of 1 Invoices / 0 Checks	66.50	
10978	B'S ENTERPRISES INC				
04/04/2023	INVOICE	223319	CRAFCO #221 4,500 LB	4,500.00	
			Total:	4,500.00	
			Net of 1 Invoices / 0 Checks	4,500.00	
10626	CAPITAL ONE - WALMART				
04/04/2023	INVOICE	01955	17X23 WD CRK, 2X3 ALUM	32.23	
04/04/2023	INVOICE	05235	GROCERIES	146.30	
			Total:	178.53	
			Net of 2 Invoices / 0 Checks	178.53	
00008	CBS - REPORTING SERVICES				
04/04/2023	INVOICE	688	FILE #103676 & #103675	18.40	
			Total:	18.40	
			Net of 1 Invoices / 0 Checks	18.40	
02551	CENTER FOR MUNICIPAL SOLUTIONS				
04/04/2023	INVOICE	21021-004	COLUMBUS NE ATC	50.00	
04/04/2023	INVOICE	14116-003	COLUMBUS NE T-MOBILE	2,050.00	
04/04/2023	INVOICE	55008-002	COLUMBUS NE VERIZON	50.00	
			Total:	2,150.00	
			Net of 3 Invoices / 0 Checks	2,150.00	
01209	CENTER POINT LARGE PRINT				
04/04/2023	INVOICE	2001444	MATERIALS	56.17	
			Total:	56.17	
			Net of 1 Invoices / 0 Checks	56.17	
03141	COLUMBUS COMMUNITY HOSPITAL				
04/04/2023	INVOICE	10002274	PHARMACY, SUPPLIES	2,055.81	
			Total:	2,055.81	
			Net of 1 Invoices / 0 Checks	2,055.81	
00036	COLUMBUS CUSTOM EMBROIDERY				
04/04/2023	INVOICE	E42237	POLO'S-BOMBERGER	78.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	78.00	
			Net of 1 Invoices / 0 Checks	78.00	
03142	COLUMBUS STEEL SUPPLY				
04/04/2023	INVOICE	145122	ANGLE 3X3X1/4, SQ TUBING, FLAT HR	432.64	
04/04/2023	INVOICE	145041	PLATE 1/4" 4'X8'	242.59	
			Total:	675.23	
			Net of 2 Invoices / 0 Checks	675.23	
03144	COLUMBUS TELEGRAM				
04/04/2023	INVOICE	118-60106294	ADVERTISING	606.62	
04/04/2023	INVOICE	118-60003415	MINUTES, LEGAL NOTICES	685.33	
			Total:	1,291.95	
			Net of 2 Invoices / 0 Checks	1,291.95	
03146	CONNECTING POINT/RADIO SHACK				
04/04/2023	INVOICE	17132	12 -HP 23.8" E24 G4 MONITORS, SPEAKER BAR, I	9,420.00	
			Total:	9,420.00	
			Net of 1 Invoices / 0 Checks	9,420.00	
02718	CORE & MAIN LP				
04/04/2023	INVOICE	R405697	56 - 510M S/POINT M2	10,528.00	
04/04/2023	INVOICE	S440904	106 - 510M S/POINT M2	19,928.00	
04/04/2023	INVOICE	R887927	24 - 1 IPERL 100CF	6,168.00	
04/04/2023	INVOICE	S492714	3 - 4 CI FLG KIT	471.00	
			Total:	37,095.00	
			Net of 4 Invoices / 0 Checks	37,095.00	
00270	DANKO EMERGENCY EQUIPMENT				
04/04/2023	INVOICE	128754	ELKHART SHUTOFFS, FOAM TUBES, FLOOR BELOW N	15,035.00	
			Total:	15,035.00	
			Net of 1 Invoices / 0 Checks	15,035.00	
03279	DAS STATE ACCOUNTING				
04/04/2023	INVOICE	1362984	MONTHLY NETWORK CHARGES	256.00	
04/04/2023	INVOICE	1363035	MONTHLY NETWORK CHARGES	1,215.99	
			Total:	1,471.99	
			Net of 2 Invoices / 0 Checks	1,471.99	
03158	EAKES OFFICE SOLUTIONS				
04/04/2023	INVOICE	8689686-0	PAPER	23.99	
04/04/2023	INVOICE	8689685-0	DISHWASHING LIQUID	4.13	
04/04/2023	INVOICE	8689198-0	PENCILS, REFILL, 3X3 NOTES	39.90	
04/04/2023	INVOICE	INV443775	COPIER CONTRACT	148.86	
04/04/2023	INVOICE	INV444449	COPIER CONTRACT	72.57	
04/04/2023	INVOICE	8688064-0	CHECKS	263.25	
04/04/2023	INVOICE	8683734-0	NEON LABELS	22.99	
04/04/2023	INVOICE	8680377-0	BADGE	19.94	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	595.63	
			Net of 8 Invoices / 0 Checks	595.63	
03161 04/04/2023	ELECTRICAL ENGINEERING & INVOICE	8193099-00	ANGLE PLUG	124.64	
			Total:	124.64	
			Net of 1 Invoices / 0 Checks	124.64	
10818 04/04/2023	EMERGENCY SERVICES MKTING CORP INC INVOICE	24MAR23	FIVE YEAR TERM, PAID ANNUALLY - IAMRESPONDII	660.00	
			Total:	660.00	
			Net of 1 Invoices / 0 Checks	660.00	
03163 04/04/2023	ENTERPRISE ELECTRIC COLUMBUS INVOICE	1145-1014668	2" PVC COUPLING	59.75	
			Total:	59.75	
			Net of 1 Invoices / 0 Checks	59.75	
03164 04/04/2023	ERNST AUTO CENTER INVOICE	6115949	REPLACE BATTERY	328.44	
			Total:	328.44	
			Net of 1 Invoices / 0 Checks	328.44	
03165 04/04/2023	FASTENAL COMPANY INVOICE	NECOL249304	GAS 5X ECONOMY KIT	2,527.34	
			Total:	2,527.34	
			Net of 1 Invoices / 0 Checks	2,527.34	
01776 04/04/2023	FBINAA-NEBRASKA INC INVOICE	POLICE	2023 NE CHAPTER TRAINING CONFERENCE - SHEREI	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
00609 04/04/2023	FIRST IMPRESSIONS INVOICE	5905	250 MAGNETS - EMERGENCY DIAL 911	300.00	
04/04/2023	INVOICE	5909	100 - 12"X18" WARNING DANGEROUS ANIMAL	475.00	
			Total:	775.00	
			Net of 2 Invoices / 0 Checks	775.00	
02817 04/04/2023	FULL THROTTLE TRUCK & INVOICE	7507	2009 FREIGHTLINER-AIR CHARGE COOLER & TURBO	5,163.24	
			Total:	5,163.24	
			Net of 1 Invoices / 0 Checks	5,163.24	
03174 04/04/2023	GEHRING CONSTRUCTION & INVOICE	1	SID #189 48TH AVE FROM 23RD ST TO S OF BRAD:	134,238.24	
04/04/2023	INVOICE	11889	ONE PALLET HOT POUR TAR	1,881.00	
04/04/2023	INVOICE	11890	ONE PALLET OF HOT POUR TAR	1,881.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	138,000.24	
			Net of 3 Invoices / 0 Checks	138,000.24	
03178 04/04/2023	GERHOLD CONCRETE COMPANY INVOICE	374413	18TH AVE & WOODLAND DR	1,021.47	
			Total:	1,021.47	
			Net of 1 Invoices / 0 Checks	1,021.47	
02594 04/04/2023	GREAT PLAINS BUILDING SUPPLY INVOICE	2303-510847	84 BAGS - 50# ATHLETIC FIELD MARKER	1,216.32	
			Total:	1,216.32	
			Net of 1 Invoices / 0 Checks	1,216.32	
02075 04/04/2023	GREAT PLAINS COMMUNICATIONS INVOICE	139461 4025648127	PHONE/INTERNET CHARGES 03/16 - 04/15	1,415.08	
			Total:	1,415.08	
			Net of 1 Invoices / 0 Checks	1,415.08	
10888 04/04/2023	GRIMES ASPHALT & PAVING CORP INVOICE	23640	COLD MIX	1,893.60	
			Total:	1,893.60	
			Net of 1 Invoices / 0 Checks	1,893.60	
03183 04/04/2023	HADLEY-BRAITHWAIT COMPANY INVOICE	227899	TOILET PAPER, TRASH BAGS	259.80	
04/04/2023	INVOICE	228320	3 CASES WAGON WHEEL TOILET PAPER	203.85	
			Total:	463.65	
			Net of 2 Invoices / 0 Checks	463.65	
10985 04/04/2023	HANEY KELLY INVOICE	000073	YOGA CLASS MILEAGE	71.75	
			Total:	71.75	
			Net of 1 Invoices / 0 Checks	71.75	
00099 04/04/2023	HOLIDAY INN OF KEARNEY INVOICE	396074	KELLY KEYES - TRAINING IN KEARNEY	574.75	
			Total:	574.75	
			Net of 1 Invoices / 0 Checks	574.75	
00150 04/04/2023	HOMETOWN LEASING INVOICE	7	COPIER LEASE PAYMENT	175.00	
			Total:	175.00	
			Net of 1 Invoices / 0 Checks	175.00	
02450 04/04/2023	IES COMMERCIAL INC. INVOICE	512012003-01	TRAFFIC SIGNAL PROJECT - 40FT MAST ARM	9,621.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	9,621.00	
			Net of 1 Invoices / 0 Checks	9,621.00	
03194	INGRAM LIBRARY SERVICES, INC				
04/04/2023	INVOICE	74890132	MATERIALS	560.64	
04/04/2023	INVOICE	74937756	MATERIALS	1,214.35	
04/04/2023	INVOICE	74959543	MATERIALS	376.75	
04/04/2023	INVOICE	75043451	RETURN	(11.69)	
04/04/2023	INVOICE	75049626	MATERIALS	265.16	
04/04/2023	INVOICE	75060780	MATERIALS	19.46	
04/04/2023	INVOICE	75147989	MATERIALS	66.36	
04/04/2023	INVOICE	75123289	MATERIALS	161.26	
			Total:	2,652.29	
			Net of 8 Invoices / 0 Checks	2,652.29	
02554	INTERSTATE BATTERY SYSTEM				
04/04/2023	INVOICE	210087675	BATTERIES	414.85	
			Total:	414.85	
			Net of 1 Invoices / 0 Checks	414.85	
03199	JACKSON SERVICES INC				
04/04/2023	INVOICE	5014363	UNIFORMS	27.30	
04/04/2023	INVOICE	5014351	UNIFORMS	369.57	
04/04/2023	INVOICE	5014362	MAT	3.04	
04/04/2023	INVOICE	5014361	UNIFORMS	101.03	
04/04/2023	INVOICE	5014360	UNIFORMS	106.67	
04/04/2023	INVOICE	5014353	UNIFORMS	139.69	
04/04/2023	INVOICE	5016115	MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPE, :	132.67	
04/04/2023	INVOICE	5016946	MATS	65.63	
04/04/2023	INVOICE	5012446	UNIFORMS	82.73	
04/04/2023	INVOICE	5012445	UNIFORMS	25.55	
04/04/2023	INVOICE	5012454	MAT	27.55	
04/04/2023	INVOICE	5009840	MATS, SHOP TOWELS, UNIFORMS	294.25	
04/04/2023	INVOICE	5007924	UNIFORMS	82.74	
04/04/2023	INVOICE	5007923	UNIFORMS	25.56	
04/04/2023	INVOICE	5007092	MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPE, :	132.62	
04/04/2023	INVOICE	5007940	MATS	65.64	
04/04/2023	INVOICE	5009851	MATS, BAR TOWELS, SHOP TOWELS	32.92	
04/04/2023	INVOICE	5009852	UNIFORMS	27.31	
04/04/2023	INVOICE	5009850	UNIFORMS	101.04	
04/04/2023	INVOICE	5009849	MATS, ROLLER TOWEL, UNIFORMS	138.22	
04/04/2023	INVOICE	5009843	SOAP	108.00	
04/04/2023	INVOICE	5009842	UNIFORMS	139.70	
			Total:	2,229.43	
			Net of 22 Invoices / 0 Checks	2,229.43	
03201	K-C AUTO SUPPLY INC				
04/04/2023	INVOICE	137314	TOP COAT, PLUGS	83.20	
			Total:	83.20	
			Net of 1 Invoices / 0 Checks	83.20	
03202	KELLY SUPPLY COMPANY				
04/04/2023	INVOICE	S12283245-0	TUBE POLYE BLK	31.70	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/04/2023	INVOICE	S12283198-1	1/4 X 4 NIPPLE	18.43	
04/04/2023	INVOICE	S12283198-0	1/4 X 3 NIPPLE	9.62	
04/04/2023	INVOICE	S12283179-0	MALE ADAPTER, COMP COUP, PVC CEMENT	80.77	
04/04/2023	INVOICE	S12282965-0	WET N FAST CEMENT	25.87	
04/04/2023	INVOICE	S12282971-0	RUBBER FLANGE GASKET	10.36	
04/04/2023	INVOICE	S12283090-0	BOLT CLAMP, BRASS HOSE MENDER	15.21	
04/04/2023	INVOICE	S12282971-1	RR FF GASKET	10.41	
04/04/2023	INVOICE	S12283110-0	PIPE LUBE	14.48	
04/04/2023	INVOICE	S12283120-0	S&D 1/4 BEND	22.46	
04/04/2023	INVOICE	S12283156-0	GATES STEM	82.72	
Total:				322.03	
Net of 11 Invoices / 0 Checks				322.03	
01644	KEYES KELLI				
04/04/2023	INVOICE	3202023CLERK	MILEAGE, TIPS MUNICIPAL CLERK TRAINING	86.60	
Total:				86.60	
Net of 1 Invoices / 0 Checks				86.60	
02325	LA QUINTA INN & SUITES KEARNEY				
04/04/2023	INVOICE	323	KRIS GERNSTEIN	225.56	
Total:				225.56	
Net of 1 Invoices / 0 Checks				225.56	
10247	LABORDE, ADAM				
04/04/2023	INVOICE	GIS-0014	GIS SUPPORT SERVICES	4,750.00	
Total:				4,750.00	
Net of 1 Invoices / 0 Checks				4,750.00	
02596	LAWSON PRODUCTS				
04/04/2023	INVOICE	9310467371	NUT & BOLT LOOSENER	18.66	
04/04/2023	INVOICE	9310463024	FLAT FACE HYDRO COUPLER & NIPPLE, PARTS	494.78	
Total:				513.44	
Net of 2 Invoices / 0 Checks				513.44	
10944	LEICA GEOSYSTEMS INC				
04/04/2023	INVOICE	903162113	SATEL BASE POWER SUPPLY	480.00	
Total:				480.00	
Net of 1 Invoices / 0 Checks				480.00	
10929	LIBRARY MARKET				
04/04/2023	INVOICE	2623	LIBRARY CALENDAR ANNUAL SUBSCRIPTION	1,500.00	
Total:				1,500.00	
Net of 1 Invoices / 0 Checks				1,500.00	
00822	LINCOLN WINWATER WORKS				
04/04/2023	INVOICE	09146401	HYMAX FLIP COUPLING	2,759.57	
04/04/2023	INVOICE	09153901	FERNCOS 6X6, 4X4	950.04	
Total:				3,709.61	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	3,709.61	
03214 04/04/2023	LOUP POWER DISTRICT INVOICE	400067	BREAKWAY BASE 14TH ST/26TH AVE, REPAIR STREI	7,124.97	
			Total:	7,124.97	
			Net of 1 Invoices / 0 Checks	7,124.97	
02806 04/04/2023	MACQUEEN EQUIPMENT INVOICE	P10689	VALVE, ASSY SOL	1,777.12	
			Total:	1,777.12	
			Net of 1 Invoices / 0 Checks	1,777.12	
03212 04/04/2023	MATHESON-LINWELD INVOICE	0027446344	MS GAUGE 2.0"X4000	29.36	
04/04/2023	INVOICE	0027430094	5 - TIPS	73.06	
04/04/2023	INVOICE	0027433582	POWER BOARD FOR THERMAL DYNAMICS CUTMASTER	2,081.95	
			Total:	2,184.37	
			Net of 3 Invoices / 0 Checks	2,184.37	
03078 04/04/2023	MCMMASTER-CARR INVOICE	94406292	WINDOW FILM FOR BASTING CABINET, PARTS WASH:	70.27	
			Total:	70.27	
			Net of 1 Invoices / 0 Checks	70.27	
03220 04/04/2023	MENARDS INVOICE	82495	22PC BALL HEX-L KEY SET, RATCHET TIE DOWN, 1	96.15	
04/04/2023	INVOICE	82631	ENERGIZER BATTERIES	37.70	
04/04/2023	INVOICE	82358	MENARDS GIFT CARD	200.00	
			Total:	333.85	
			Net of 3 Invoices / 0 Checks	333.85	
00487 04/04/2023	MIDWEST TAPE LLC INVOICE	503513845	DVD'S	83.20	
04/04/2023	INVOICE	503546188	DVD'S	27.73	
			Total:	110.93	
			Net of 2 Invoices / 0 Checks	110.93	
03227 04/04/2023	MIDWEST TURF & IRRIGATION INVOICE	3905933-00	MAIN MOTOR 220 60 HZ	576.64	
			Total:	576.64	
			Net of 1 Invoices / 0 Checks	576.64	
00015 04/04/2023	MIRACLE RECREATION EQUIPMENT INVOICE	854536	REPLACEMENT SWING SEATS	2,226.69	
			Total:	2,226.69	
			Net of 1 Invoices / 0 Checks	2,226.69	
10752	MOMS & MOPS				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/04/2023	INVOICE	32723	WATER CLEANING CENTRAL MAINTENANCE	320.00	
			Total:	320.00	
			Net of 1 Invoices / 0 Checks	320.00	
03230	MOTION INDUSTRIES INC				
04/04/2023	INVOICE	NE07-00485090	MARKING PAINT	211.35	
04/04/2023	INVOICE	NE07-00484711	FILTERS	1,305.58	
04/04/2023	INVOICE	NE07-00484597	ROL, BRG MTD UNITS	2,231.20	
04/04/2023	INVOICE	NE07-00484901	QUAD RING, O-RING, BACK UP RING, WEAR RING	75.37	
			Total:	3,823.50	
			Net of 4 Invoices / 0 Checks	3,823.50	
00153	MUELLER SPRINKLERS				
04/04/2023	INVOICE	9073	EJECTOR NELSON AIR CLEANER, BELT, ANTI SCAL	265.97	
			Total:	265.97	
			Net of 1 Invoices / 0 Checks	265.97	
10225	NAPA AUTO PARTS OF COLUMBUS				
04/04/2023	INVOICE	730342	BATTERY	137.82	
04/04/2023	INVOICE	730382	BRAKE PARTS CLEANER, 4" DR RATCHET	82.67	
			Total:	220.49	
			Net of 2 Invoices / 0 Checks	220.49	
00122	NEBRASKA DEPT OF ENVIRONMENT AND				
04/04/2023	INVOICE	BU 84212256.4752	WATER OPERATOR EXAM - BOB ABSALON	50.00	
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
00140	NEBRASKA GOLF & TURF INC				
04/04/2023	INVOICE	69621	96 - 8 VOLT BATTERIES	17,280.00	
			Total:	17,280.00	
			Net of 1 Invoices / 0 Checks	17,280.00	
00444	NEBRASKA PUBLIC HEALTH				
04/04/2023	INVOICE	562541	WATER TESTING	409.00	
			Total:	409.00	
			Net of 1 Invoices / 0 Checks	409.00	
03246	NORTHEAST NEBRASKA ECONOMIC				
04/04/2023	INVOICE	15	20-TFHP-17006 - PAYMENT 15	1,930.27	
04/04/2023	INVOICE	24383	CDBG REHAB REUSE FEBRUARY 2023 ADMIN SERVICE	107.10	
04/04/2023	INVOICE	24387	DHA TRUST REUSE FEBRUARY 2023 ADMIN SERVICE	131.25	
04/04/2023	INVOICE	24376	CDBG DHA REUSE FEBRUARY 2023 ADMIN SERVICES	168.75	
04/04/2023	INVOICE	FINAL	16-CD-101 FINAL DRAWDOWN	1,845.00	
			Total:	4,182.37	
			Net of 5 Invoices / 0 Checks	4,182.37	
03247	NORTHWEST ELECTRIC LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/04/2023	INVOICE	219930	BARNES POWER CORD	425.90	
			Total:	425.90	
			Net of 1 Invoices / 0 Checks	425.90	
03249	OCCUPATIONAL HEALTH SERV				
04/04/2023	INVOICE	1275	COLLECTION & TESTING	394.00	
04/04/2023	INVOICE	1276	COLLECTION & TESTING	67.00	
			Total:	461.00	
			Net of 2 Invoices / 0 Checks	461.00	
03010	PACE ANALYTICAL SERVICES LLC				
04/04/2023	INVOICE	2360179683	WATER TESTING	1,013.70	
			Total:	1,013.70	
			Net of 1 Invoices / 0 Checks	1,013.70	
03258	PETTY CASH				
04/04/2023	INVOICE	267	WALGREENS - PHOTOS OF CITY COUNCIL MEMBERS	2.03	
04/04/2023	INVOICE	758576	HYVEE - A&H FRIDGE & FREEZER	2.76	
04/04/2023	INVOICE	9427	WALGREENS - PHOTO	2.19	
			Total:	6.98	
			Net of 3 Invoices / 0 Checks	6.98	
03259	PIONEER MANUFACTURING CO, INC				
04/04/2023	INVOICE	INV873591	15 - BRITE STRIPE WHITE 5 GAL	997.50	
04/04/2023	INVOICE	INV874331	PHD ULTRA FRIENDLY CLEANER 12 QT	68.54	
			Total:	1,066.04	
			Net of 2 Invoices / 0 Checks	1,066.04	
00478	PLATTE VALLEY HUMANE SOCIETY				
04/04/2023	INVOICE	04012023	QUARTERLY PAYMENT PER AGREEMENT	21,000.00	
			Total:	21,000.00	
			Net of 1 Invoices / 0 Checks	21,000.00	
03261	PRESTOX				
04/04/2023	INVOICE	33238097	PEST CONTROL - 4630 HOWARD BLVD	57.63	
			Total:	57.63	
			Net of 1 Invoices / 0 Checks	57.63	
03264	REARDON LAWN & GARDEN INC				
04/04/2023	INVOICE	2767	TWIST LOCK, COLLAR NUT	16.99	
04/04/2023	INVOICE	2781	SHIELD, FILTER	42.98	
04/04/2023	INVOICE	2644	FUEL, AIR, OIL, A/C FILTERS, OIL, FILTER KI'	265.86	
04/04/2023	INVOICE	2657	3 QT - 4 CYCLE 20W50	38.97	
			Total:	364.80	
			Net of 4 Invoices / 0 Checks	364.80	
10984	RFCC				
04/04/2023	INVOICE	3132023	CONSULTING FEE - PUBLIC SAFETY RADIO SYSTEM	687.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	687.50	
			Net of 1 Invoices / 0 Checks	687.50	
10619 04/04/2023	RIVER VALLEY TIRE SERVICE LLC INVOICE	868961	3-TIRE REPAIRS	190.00	
			Total:	190.00	
			Net of 1 Invoices / 0 Checks	190.00	
01599 04/04/2023	SCHILLING RON INVOICE	2262023	MILEAGE, PARKING LNM-MIDWINTER CONFERENCE	127.30	
			Total:	127.30	
			Net of 1 Invoices / 0 Checks	127.30	
10503 04/04/2023	SCHUYLER RUBBER CO INC. INVOICE	30431	2 - MODEL 911T BIAS 60", 20 LOCK NUTS	2,793.28	
			Total:	2,793.28	
			Net of 1 Invoices / 0 Checks	2,793.28	
00387 04/04/2023	SCHWING BIOSET INVOICE	61431837	ELECTRICAL PRESSURE TRANSMITTER	1,526.30	
			Total:	1,526.30	
			Net of 1 Invoices / 0 Checks	1,526.30	
03275 04/04/2023	SECURITY EQUIPMENT INC INVOICE	778955	SOFTWARE SUPPORT	114.00	
			Total:	114.00	
			Net of 1 Invoices / 0 Checks	114.00	
01090 04/04/2023 04/04/2023	SHEVLIN SUPPLY INVOICE INVOICE	6548 6557	BATH TISSUE, WHITE LINERS CENTER PULL TOWELS	165.10 36.15	
			Total:	201.25	
			Net of 2 Invoices / 0 Checks	201.25	
00244 04/04/2023	STERICYCLE INC INVOICE	4011650708	MEDICAL WASTE SERVICES	1,061.33	
			Total:	1,061.33	
			Net of 1 Invoices / 0 Checks	1,061.33	
10579 04/04/2023	STREET COP TRAINING INVOICE	INV-96292	NEBRASKA CASE LAW	398.00	
			Total:	398.00	
			Net of 1 Invoices / 0 Checks	398.00	
00105 04/04/2023 04/04/2023	SUPER SAVER INVOICE INVOICE	121164 121523	GROCERIES GROCERIES, STORAGE BAGS & CLEANING SUPPLIES	43.82 45.38	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	89.20	
			Net of 2 Invoices / 0 Checks	89.20	
10987 04/04/2023	THE GOLF SHOP INVOICE	84185330	TRASH RECEPTACLES AT VANBERG	346.23	
			Total:	346.23	
			Net of 1 Invoices / 0 Checks	346.23	
03128 04/04/2023	TIRE OUTLET INC INVOICE	235690	REPAIR	15.00	
04/04/2023	INVOICE	235766	REPAIR	15.00	
			Total:	30.00	
			Net of 2 Invoices / 0 Checks	30.00	
00550 04/04/2023	TRUCK CENTER COMPANIES INVOICE	RA111003887:01	REPLACE SEAT BELT	605.97	
			Total:	605.97	
			Net of 1 Invoices / 0 Checks	605.97	
00349 04/04/2023	TWEET'S SPORT SHOP INVOICE	13707	6 - PITCHER PLATES	155.94	
			Total:	155.94	
			Net of 1 Invoices / 0 Checks	155.94	
00100 04/04/2023	U & I SANITATION INVOICE	8847-392	MARCH SERVICE	85.00	
04/04/2023	INVOICE	8847-293	MARCH SERVICE	50.00	
			Total:	135.00	
			Net of 2 Invoices / 0 Checks	135.00	
00289 04/04/2023	UNION PACIFIC RAILROAD CO INVOICE	90124183	DOT #815711X 15TH ST TO CONSTRUCT SIDEWALK	127.00	
			Total:	127.00	
			Net of 1 Invoices / 0 Checks	127.00	
03294 04/04/2023	USA BLUE BOOK INVOICE	296663	MAG DRIVE PUMP 1/2 HP	1,639.50	
04/04/2023	INVOICE	289656	TUBE ASSEMBLY FOR A3 & M3 PUMPS	97.15	
04/04/2023	INVOICE	289969	BLUE-WHITE TUBE ASSMEBLY FOR A3 & M3 PUMPS	97.57	
04/04/2023	INVOICE	291455	SAMPLING BAGS, BORATE BUFFER SOLUTION	233.24	
04/04/2023	INVOICE	301629	WASTEWATER MATH THE BASICS	29.46	
			Total:	2,096.92	
			Net of 5 Invoices / 0 Checks	2,096.92	
MISC 04/04/2023	USDA INVOICE	03/22/2023	UB refund for account: 100-05620-05	355.24	
			Total:	355.24	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	355.24	
00157 04/04/2023	UTILITIES SECTION INVOICE	8675	WASTE SCREENING ONLINE SESSION-JANSSEN	35.00	
			Total:	35.00	
			Net of 1 Invoices / 0 Checks	35.00	
02045 04/04/2023 04/04/2023	VAN WALL EQUIPMENT INC INVOICE INVOICE	5821559 5817596	KIT, ARM, TIRE & WHEEL ADJUSTER, IGNITION SWITCH, RADIATOR HOSE	561.96 434.54	
			Total:	996.50	
			Net of 2 Invoices / 0 Checks	996.50	
03296 04/04/2023	VESSCO INC INVOICE	090414	ROTOR ASSEMBLY	675.59	
			Total:	675.59	
			Net of 1 Invoices / 0 Checks	675.59	
02124 04/04/2023 04/04/2023 04/04/2023	WHITE CAP LP INVOICE INVOICE INVOICE	50021402327 10017745161 50021422717	11.7 HP HONDA GAS POWERED WALK BEHIND SAW ALL PURPOSE BLADE HONDA GX100 RAMMER 2.8 HP	2,750.00 480.00 2,650.00	
			Total:	5,880.00	
			Net of 3 Invoices / 0 Checks	5,880.00	
10785 04/04/2023 04/04/2023	WITMER PUBLIC SAFETY GROUP INC INVOICE INVOICE	INV223348 INV225751	STECK BIG EASY CARRYING CASE 3 - BADGES	44.06 261.00	
			Total:	305.06	
			Net of 2 Invoices / 0 Checks	305.06	
03019 04/04/2023	WORLD TRADE PRESS INVOICE	INV678548	SUBSCRIPTION RENEWAL ATOZ WORLD/USA	700.40	
			Total:	700.40	
			Net of 1 Invoices / 0 Checks	700.40	
10753 04/04/2023	YORK CO COMMUNICATIONS CENTER INVOICE	3012023	APCO PST COURSE	237.60	
			Total:	237.60	
			Net of 1 Invoices / 0 Checks	237.60	
10402 04/04/2023	ZOOBEAN INC. INVOICE	27908	BEANSTACK PLUS 4/10/2023 TO 4/09//2024	1,075.00	
			Total:	1,075.00	
			Net of 1 Invoices / 0 Checks	1,075.00	
			invoices and 0 checks for 107 vendors:	351,549.74	

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS

- 6.A. Request of Ed Bogue, Guardians of Children and the CFP Childhood Prevention Council, for proclamation declaring April 2023 as Child Abuse Prevention & Awareness Month.

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

PROCLAMATION

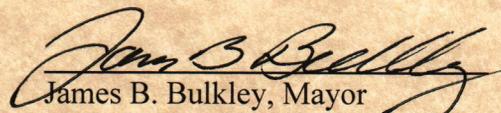
- Whereas,** Child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and
- Whereas,** Child abuse can have long-term psychological, emotional and physical effects that have lifelong consequences for victims of abuse; and
- Whereas,** Protective factors are conditions that reduce or eliminate risk and promote the social, emotional and developmental well-being of children; and
- Whereas,** Prevention remains the best defense for our children and families; and
- Whereas,** Effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and
- Whereas,** Our children are our most valuable resources and will shape the future of the city of Columbus; and
- Whereas,** Columbus must make every effort to promote programs and activities that create strong and thriving children and families; and
- Whereas,** We acknowledge that we must work together as a community to increase awareness about child abuse and support the social and emotional well-being of children and families in a safe, stable, and nurturing environment.

Now, therefore, I, James B. Bulkley, Mayor of the City of Columbus, Nebraska, do hereby proclaim the month of April, 2023, as:

“Child Abuse Prevention & Awareness Month”

in Columbus, Nebraska, and encourage all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.




James B. Bulkley, Mayor
City of Columbus, Nebraska

6.B. Presentation by Columbus Public Schools on May 9th special mail election for facilities bond referendum in the amount of \$53.5 million.



Engaging All Learners
To Achieve Success

ColumbusPublicSchools.org/Bond

Fast Facts

**DISTRICT BOND
REFERENDUM**
COLUMBUS PUBLIC SCHOOLS

On March 9th, the Columbus Public School Board approved a facilities bond referendum for Special Election on May 9th in the amount of a \$53.5 Million, based on the feedback through survey results gathered at community meetings, online and by phone.

WHAT'S PROPOSED?

A bond is a State-approved funding process for a set scope of projects.

When voters approve a bond proposal, the school district sells bonds in the authorized amount and uses the proceeds of the sale to pay for those projects in the bond proposal.

BONDS CAN BE USED FOR:

- Construction of new school buildings or additions to existing school buildings.
- Remodeling existing school buildings.
- Land purchases as well as site development and improvements.
- Purchase loose furnishings, equipment and some technology purchases.
- Athletic and physical education facility development and improvements.
- Playground development and improvements.

BOND CANNOT BE USED FOR:

- Salaries and service contracts.
- Portable classrooms for temporary use.
- Textbooks.

\$4.00
per month on
a \$100,000
valuation.

WHAT IS A BOND?

COMMUNITY AND DISTRICT GROWTH

- Columbus is the 4th fastest growing community in Nebraska at 8.67%[^] over ten years behind only Omaha, Lincoln and Kearney.
- Columbus is expected to grow by an additional 2,514 community members by 2030[^].
- CPS has exceeded previous enrollment study expectations at 4 of the 7 schools.
- CPS has exceeded capacity at Lost Creek and CMS. We are within 10 students of capacity at Emerson, North Park, and West Park.
- Currently at CHS we have room for more students, however, career pathway programming and other special programming is limited by the number of classrooms available.
- Emerson, North Park and West Park students currently eat lunch in the gymnasium, limiting class time availability.
- Centennial's current dining space is too small to serve students meals efficiently.

WHY NOW?

4,600

CPS' projected enrollment for 2030 is 4,600 students, an increase of 485 students from the current year.

ENROLLMENT GROWTH

See reverse for insights into your school's population.

COLUMBUS' 2030 ESTIMATED POPULATION - 26,542 (+2,514)[^]

	2000	2010	2020	Difference 2010-2020	%Change
Columbus	20,971	22,111	24,028	1,917	8.67%
Fremont	25,174	26,397	27,141	744	2.82%
Kearney	27,431	30,787	33,790	3,003	9.75%
Norfolk	23,516	24,210	24,955	745	3.08%
North Platte	23,878	24,733	23,390	-1,343	-5.43%
Lincoln	225,581	258,379	291,082	32,703	12.66%
Omaha	390,007	408,958	486,051	77,093	18.85%

The needs **ARE REAL** and are **NOT GOING AWAY.**

With consistent and rapid growth both in the community and school district we know that we need a plan to solve current and anticipated future space shortages.

THIS REFERENDUM WILL DO THIS BY:

- Constructing a new K-4 elementary school
- Constructing additions and improvements to existing elementary school buildings to include dining areas at North Park and Centennial and new health and physical education facilities at Emerson and West Park.
- Constructing a classroom addition and remodeling of dining facilities at CMS.
- Renovating and improving existing district facilities for educational and operational use.
- Constructing a classroom addition and improvements to the existing high school.

For every
100 new residents,
20 new students
enroll in the
community.

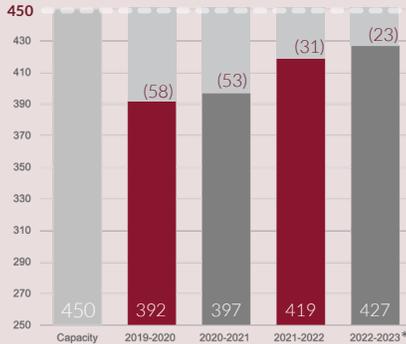
WHAT IS THE PLAN?



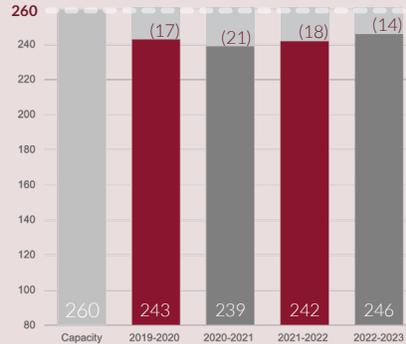
MORE INFO ONLINE

ENROLLMENT GROWTH

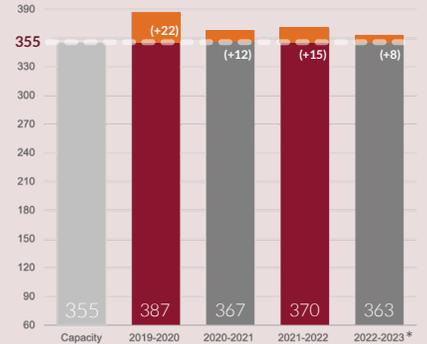
CENTENNIAL ELEMENTARY



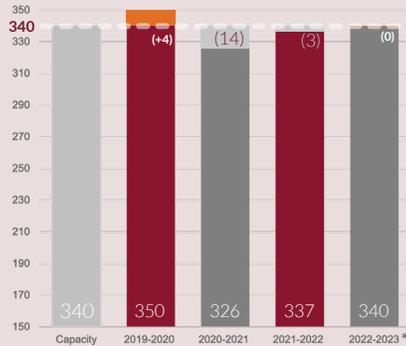
EMERSON ELEMENTARY



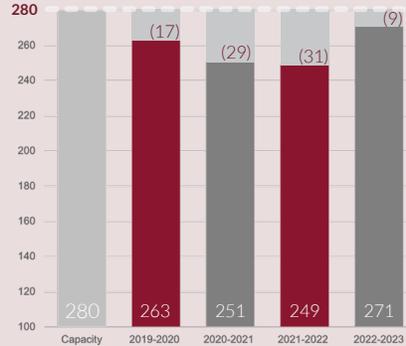
LOST CREEK ELEMENTARY



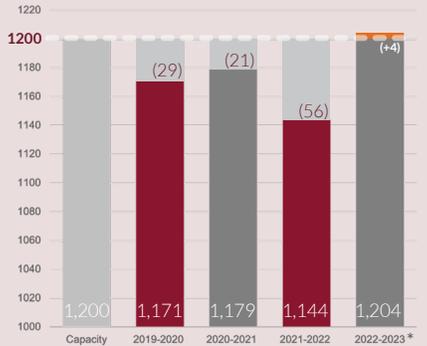
NORTH PARK ELEMENTARY



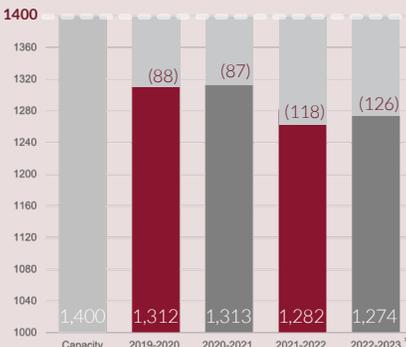
WEST PARK ELEMENTARY



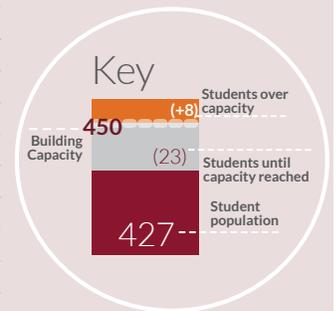
COLUMBUS MIDDLE SCHOOL



COLUMBUS HIGH SCHOOL



DISTRICT ENROLLMENT



(^) City of Columbus Population Study
 (*) 2022-2023 Enrollment as of January 6, 2023



7. PUBLIC HEARINGS

7.A. Public hearing - Application of AITB, LLC dba Axe in the Box for Retail Class A liquor license at 311 E 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, April 3, 2023, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a retail liquor license for AITB, LLC dba Axe in the Box, 311 E 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 03:23:23
Two Affidavits of Publication

*** Proof of Publication ***

Newspaper: COLUMBUS TELEGRAM

STATE OF NEBRASKA)
County of Platte) SS.

CITY OF COLUMBUS, NE

PO BOX 1677
COLUMBUS, NE 68602

ORDER NUMBER 1147125

NOTICE OF HEARING
TO ALL PARTIES IN
INTEREST AND
CITIZENS OF
COLUMBUS, NEBRASKA
You are hereby notified that
a public hearing before the
City Council of the City of
Columbus, Nebraska, will
be held on Monday, April 3,
2023, at 7 p.m. in the
Council Chambers, 1369 25
Avenue, Columbus, Nebras-
ka, on the application for a
retail liquor license for AITB,
LLC dba Axe in the Box,
311 E 23 Street, Columbus,
Nebraska, and at said time
and place you may appear
and be heard.
City of Columbus, Nebraska
Janelle Kline
City Clerk
March 23, 2023
ZNEZ

The undersigned, being duly sworn, deposes and says she/he is a Clerk of the Columbus Telegram, a legal newspaper printed and published daily Tuesday-Saturday in Platte County, State of Nebraska and of general circulation in Platte County; that said newspaper has a bona fide circulation published within said county for more than 52 successive weeks immediately prior to the first date of the published notice, and is produced in an office maintained at the place of publication.

This affidavit is a true and correct copy of notice which appeared in said newspaper. The notice was

Section: Class Legals
Category: 0099 LEGALS
PUBLISHED ON: 03/23/2023

TOTAL AD COST: 11.75
FILED ON: 3/23/2023

Clerk of the Columbus Telegram,

Printed name

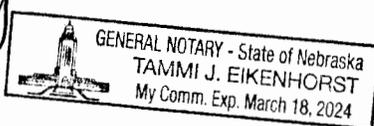
Signature

Date

Subscribed and sworn to before me this

March 23, 2023

Tammi J. Eikenhorst Notary Public





COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: MARCH 28TH, 2023

SUBJECT: AITB, LLC
(d.b.a.) AXE IN THE BOX
LIQUOR LICENSE APPLICATION
311 E. 23RD STREET
COLUMBUS, NEBRASKA 68601

OWNERS: DEREK AND SHAYLA SHARMAN

- 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. Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises, potential traffic and parking problems, and the proximity and availability of on-street and off-street parking:
There is moderate motor vehicle and some pedestrian traffic at this location. There seems to be no traffic or parking problems. There is adequate parking available.
- C. Zoning restrictions and the local governing body's zoning and land-use policies:

The area is zoned for business.

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

Sanitation or sanitary conditions are in order.

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

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

- F. 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.

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

The existing liquor licenses in the area include one to the north, Applebee's (Class I) an approximate 4 minute walk. One to the northeast, Big 10 Sports Bar and Grill (Class C) an approximate 5 minute walk. One to the northwest, Corner Stop (Class D) an approximate 7 minute walk.

- H. 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.

- I. 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.

- J. 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.

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

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

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

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

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

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

- N. 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.

- O. 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.

- P. 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.

Q. 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:

R. 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.

S. 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.

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

The Columbus Police Department recommends approval of the Axe in the Box liquor license.

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: March 15, 2023

DUE DATE: March 27, 2023

Applicant AITB, LLC dba Axe in the Box
Address 311 E. 23 Street, Columbus, NE 68601
Legal Description LOTS 1-2 BLK A REPLAT OF VILLAGE SO SD
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 C
Existing Zoning: B-2
Existing Land Use: Commercial
Adjacent Land Use and Zoning:

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

General Neighborhood/Area Land Uses: Commercial

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

Street Width and Profile: 80-foot Urban, 5-Lane divided

Speed Limit: 45 mph

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



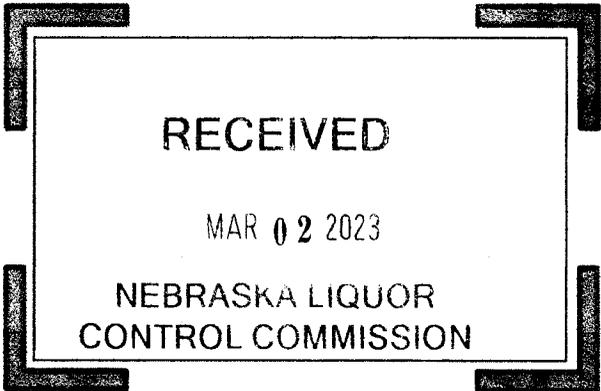
Richard J. Bogus, P.E.
City Engineer

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: lec@nebraska.gov
WEBSITE: www.lec.nebraska.gov

License
Class: A

License Number:
125566



Office Use Only

NEW / REPLACING _____ TOP Yes No

Hot List Yes No

Initial: DH KF

PLEASE READ CAREFULLY

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

APPLICANT NAME AITB LLC

TRADE (DBA) NAME Axe in the Box

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER Derek Sharman, 402-276-7324

CONTACT EMAIL ADDRESS dereksharman.4@gmail.com

2-28-2028

Need phone

Payport
\$1400.00
3/2/23



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
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

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 _____ Phone Number _____

Firm Name _____

Email address _____

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

PREMISES INFORMATION

Trade Name (doing business as) Axe in the Box

Street Address 311 E 23rd Street

City Columbus County Platte 10 Zip Code 68601 + 2824

Premises Telephone number N/A

Business e-mail address dereksharman.4@gmail.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 AITB LLC, C/O Derek Sharman

Street Address 417 S 4th Street

City Columbus State NE Zip Code 68601 + 7945

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

Building length 60 x width 25 in feet

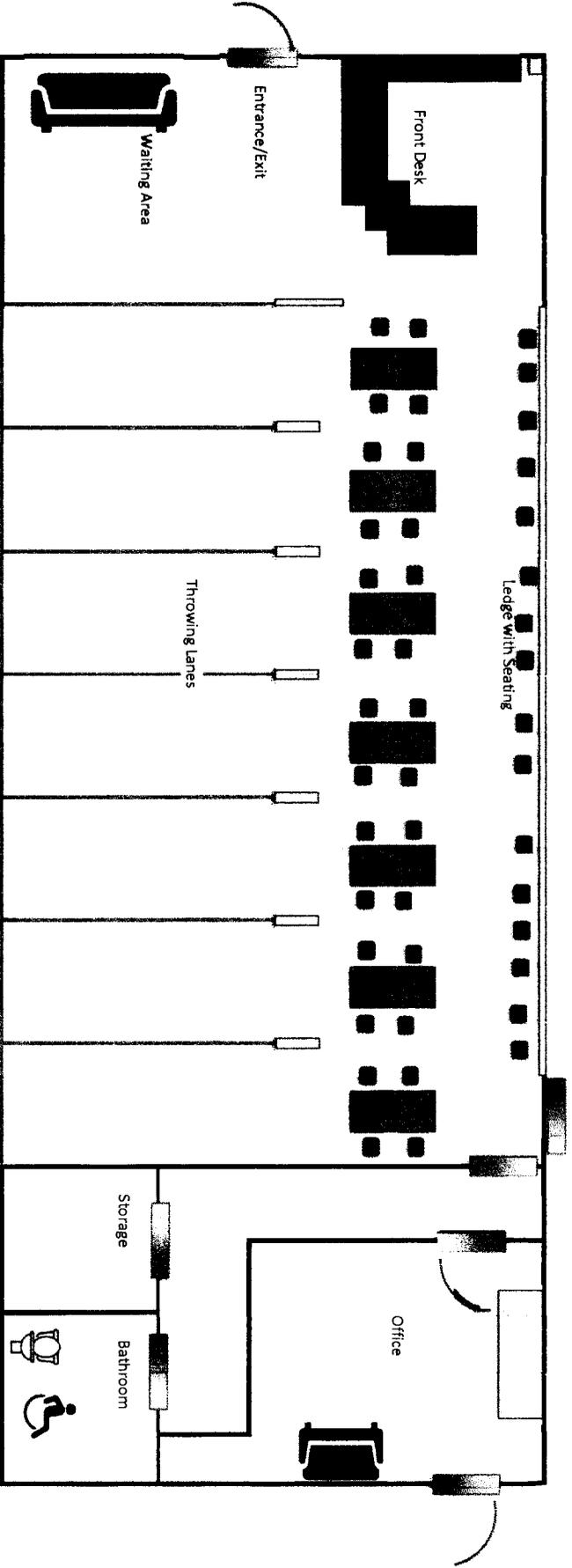
Is there a basement? Yes _____ No x If yes, length _____ x width _____ in feet

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

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

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



APPLICANT INFORMATION

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

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

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

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

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) First National Bank of Omaha

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

YES NO

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

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

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

YES NO

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

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

YES NO

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

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

YES NO

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

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

First National Bank of Omaha; Derek Sharman, Shayla Sharman

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

N/A

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

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

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Derek Sharman		none
Shayla Sharman		none

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Derek Sharman		no alcohol experience
Shayla Sharman		no alcohol experience

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

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

Lease expiration date February 28, 2028; with option to renew for another 5 year lease
 Deed
 Purchase Agreement

14. When do you intend to open for business? June 1, 2023

15. What will be the main nature of business? Axe Throwing

16. What are the anticipated hours of operation? Closed Mon-Wed, 5pm-10pm Thurs, 5pm-11pm Fri, 11am-11pm Sat, 1pm-5pm Sun

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
Derek & Shayla Sharman - Columbus, NE	2012	Present			

If necessary, attach a separate sheet

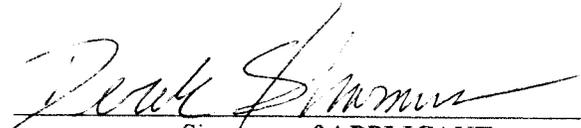
PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

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

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

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

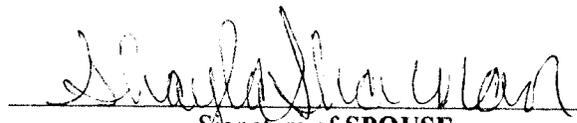
Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)



Signature of **APPLICANT**

Derek Sharman

Printed Name of **APPLICANT**



Signature of **SPOUSE**

Shayla Sharman

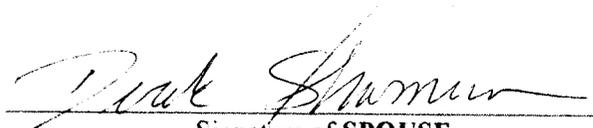
Printed Name of **SPOUSE**



Signature of **APPLICANT**

Shayla Sharman

Printed Name of **APPLICANT**



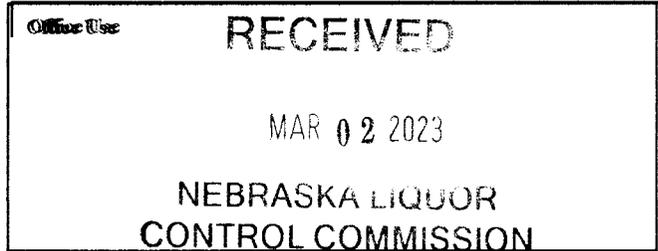
Signature of **SPOUSE**

Derek Sharman

Printed Name of **SPOUSE**

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

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



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

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

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

Name of Registered Agent: Derek Sharman

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

AITB LLC

LLC Address: 417 S 4th Street

City: Columbus State: NE Zip Code: 68601 +7945

LLC Phone Number: 402-276-7324 LLC Fax Number: N/A

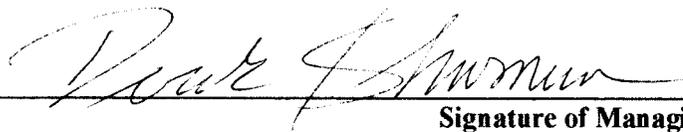
Name of Managing/Contact Member

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

Last Name: Sharman First Name: Derek MI: T

Home Address: 417 S 4th Street City: Columbus

State: NE Zip Code: 68601 +7945 Home Phone Number: 402-276-7324


Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of _____

The foregoing instrument was acknowledged before me this

_____ by _____
Date name of person acknowledge

Affix Seal

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

Last Name: Sharman First Name: Derek MI: T
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Shayla Sharman
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership 50%

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

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

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

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

YES

NO

If yes, provide the following:

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

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

Nebraska Secretary of State

AITB, LLC

Mon Mar 6 15:38:20 2023

SOS Account Number

2209171368

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

DEREK SHARMAN

417 S 4TH ST

COLUMBUS, NE 68601

Designated Office Address

417 S 4TH ST

COLUMBUS, NE 68601

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Sep 02 2022

Next Report Due Date

Jan 01 2023

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Sep 02 2022	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Proof of Publication	Sep 27 2022	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

Not available. The biennial report is now due and may be filed online. Once filed, return to Corporate & Business Search to obtain an Online Certificate of Good Standing.

CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

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

AITB, LLC

Name of the limited liability company: _____
The name must contain the words Limited Liability Company or Limited Company or the abbreviation L.L.C., LLC, L.C. or LC. Limited may be abbreviated as Ltd., and Company may be abbreviated as Co.

Street and mailing address of the initial designated office:
417 S 4th Street
Columbus NE 68601
Street Address (Required) City NE ZIP

Mailing Address (if different from street address) City NE ZIP

Name of the initial agent for service of process: **Derek Sharman**

Street, mailing address and post office box (if any) of the initial agent for service of process:
417 S 4th Street
Columbus NE 68601
Street Address (Required) City NE ZIP

PO Box/Mailing Address (if different from street address) City NE ZIP

Effective date if other than the date filed _____


Signature of Organizer
Derek Sharman
Printed Name of Organizer

Legal notice: The Secretary of State's office cannot provide legal advice. We highly recommend that you seek professional legal, tax and financial advice to assist you in forming your business.

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

MAR 02 2023

NEBRASKA LIQUOR
CONTROL COMMISSION

Manager must:

- Complete all sections of the application. Be sure it is signed by a **corporate officer**, corporate officer must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See Form 147 for further information, 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 with application

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

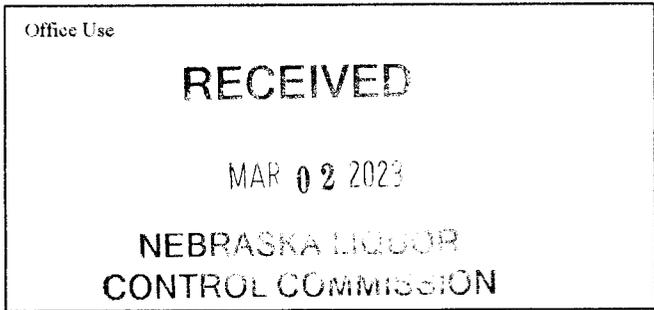
- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

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

- Sign the application
- Fingerprints are required. See Form 147 for further information, 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

**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:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. See Form 147 for further information, this form MUST be included with your application.**
- ✓ **21 years of age or older**

Corporation/LLC information

Name of Corporation/LLC: AITB LLC

Premise information

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

Premise Trade Name/DBA: Axe in the Box

Premise Street Address: 311 E 23rd Street

City: Columbus County: Platte Zip Code: 68601 ⁺²⁸²⁴

Premise Phone Number: N/A

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. Click on this link to see authorized individuals.
http://www.lcc.ne.gov/license_search/licsearch.cgi



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Sharman First Name: Derek MI: T

Home Address (include PO Box if applicable): 417 S 4th Street

City: Columbus County: Platte Zip Code: 68601 +7945

Home Phone Number: 402-276-7324 Business Phone Number: _____

Social Security Number: [REDACTED] Drivers License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Columbus, NE

Email address: dereksharman.4@gmail.com

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

YES NO

Spouse's information

Spouses Last Name: Sharman First Name: Shayla MI: A

Social Security Number: [REDACTED] Drivers License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Columbus, 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
Derek & Shayla Sharman; Columbus, NE	2012	Present			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2019	Present	NPPD	Mark Albrecht	877-275-6773
2017	2019	BD	Pat Kuta	402-910-3397

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. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

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: N/A Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Derek Sharman		none

*For list of NLCC Certified Training Programs see www.lee.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Derek Sharman		No Alcohol related experience

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

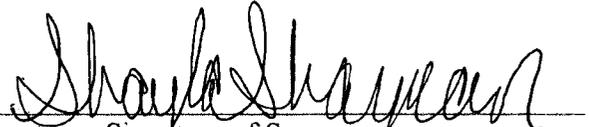
PERSONAL OATH AND CONSENT OF INVESTIGATION

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.

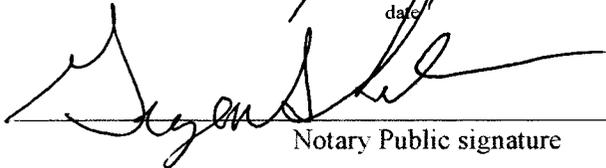
The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

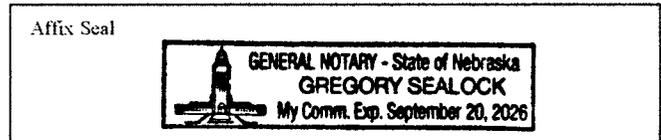

Signature of Manager Applicant


Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Platte The foregoing instrument was acknowledged before me this
February 27, 2023 by Derek + Shayla Sharman
date name of person acknowledged

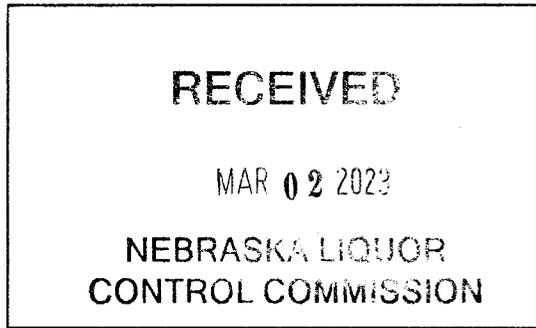

Notary Public signature



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



**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
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 Axe in the Box

Name of Person Being Fingerprinted: Derek Sharman

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

Date fingerprints were taken: 02/24/2023

Location where fingerprints were taken: Columbus, NE Police Dept

How was payment made to NSP?

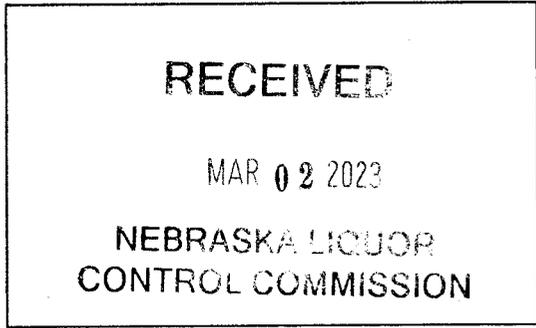
NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

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

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



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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.

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

Trade Name Axe in the Box

Name of Person Being Fingerprinted: Shayla Sharman

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

Date fingerprints were taken: 02/24/2023

Location where fingerprints were taken: Columbus, NE Police Dept

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](#)

Derek Thomas Sharman

Political Party
Republican

Precinct
1A

[Election Details](#)

11/08/2022 2022 General Election

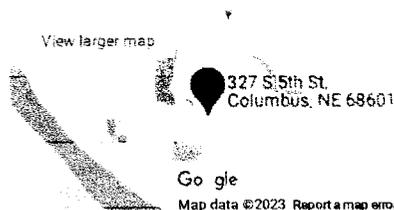


We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Quail Run Club House

327 S. 5th St. Columbus, NE 68601
Using Room: Quail Nest



Early Voting Sites

Platte County Election Commissioner's Office

2610 14th St. Columbus, NE 68601

Ballot Styles

01.01

Districts

[Show](#)



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

Shayla Angel Sharman

Political Party
Republican

Precinct
1A

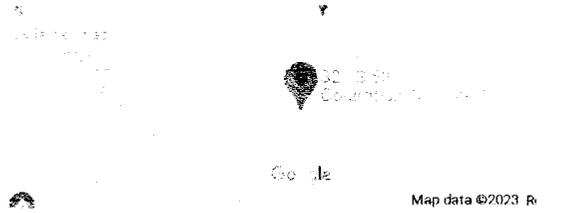
11/08/2022 2022 General Election

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Polling Location

Quail Run Club House

327 S. 5th St. Columbus, NE 68601
Using Room: Quail Nest



Early Voting Sites

Platte County Election Commissioner's Office

2010 Main St. Columbus, NE 68601

Ballot Styles

01.01

Districts

Show

AITB, LLC

Business Plan – Alcohol Policy

At AITB, LLC, responsible service of alcohol will be a top priority. All Supervisors and Axe Coaches, of serving age, will be required to pass the Responsible Beverage Service Training and obtain their certificate. All management will be required to have their RBST training completed before their first shift. Additional training and workshops on other forms of ID such as passports, State ID cards, and out of state drivers' licenses will be provided. Any person purchasing alcohol will be required to show valid ID.

AITB will enforce a strict no ID, no alcohol policy. Furthermore, to ensure safety protocols for the nature of our business, a strict limit of 3 alcoholic beverages per person will be enforced. This policy will be tracked by wristbands with tallies marked on them as customers purchase their beverages, any guest who has already consumed 3 alcoholic beverages will be denied additional alcoholic purchases.

**THIS LEASE REPLACES PREVIOUS LEASE AGREEMENT DATED 8-14-2018
COLUMBUS EAST, LLC
LEASE AGREEMENT**

THIS LEASE AGREEMENT (hereinafter the "Lease") is made and entered into this 15 day of February, 2023, by and between Columbus East, LLC, a Nebraska limited liability company (hereinafter referred to as "Landlord") and Derek and Shayla Sharman, husband and wife, and AITB, LLC, a Nebraska limited liability company (herein after referred to as "Tenant").

**ARTICLE 1.
FUNDAMENTAL LEASE DEFINITIONS**

The following terms used in this Lease shall have the meanings ascribed to them in this Article 1.

- 1.1 Address of Landlord: 960 S Fawn Dr., Columbus NE 68601
- 1.2 Address of Tenant: 417 S 4th Street, Columbus, NE 68601
- 1.3 Adjustment period: Each calendar year occurring during the Term of this Lease.
- 1.4 Area of the Premises: Approximately 1,500 square feet.
- 1.5 Area of the Building: Approximately 12,000 square feet.
- 1.6 Base Rent: Base Rent shall be as follows:

May 1, 2023-February 28, 2028-- \$12.50 per sq. ft.--\$1562.50 per month

Base Rent has been determined based on the Area of the Premises being 1,500 square feet. If the actual Area of the Premises varies from said amount, the Base Rent shall not be adjusted.

- 1.7 Building: 311 E 23rd Street, Columbus, NE 68601
- 1.8 Commencement Date March 1, 2023 or as extended pursuant to Section 3.3 below.

1.9 Common Areas: Those areas within the Property which are located outside the Building and which are provided and designated by Landlord from time to time for general use by tenants of the Property, including driveways, pedestrian walkways, parking areas, landscape areas and enclosed trash disposal areas.

1.10 Exhibits: The exhibits listed below in this article are incorporated in this Lease by reference and are to be construed as part of this Lease:

Exhibit A – Plan showing Premises
Exhibit B – Work Letter
Addendum (if any) -- special provisions

1.11 Expiration Date: February 28, 2028

1.12 Lease Year: Each successive twelve (12) month period beginning of the Commencement Date.

1.13 Premises: That certain space more particularly described on the plan attached hereto as Exhibit A.

1.14 Property: The Building, the Common Areas and the parcels of land on which the Building is situated.

1.15 Tenant's proportionate Share: Twelve and one-half percent (12.50%), which percentage is calculated by dividing the Area of the Premises (numerator) by the Area of the Building (denominator) and expressing the fraction as a percentage. If the Areas of the Premises or the Area of the Building changes significantly during the Term of this Lease, Tenant's Proportionate Share shall be adjusted accordingly. This is currently collected at \$3.75/sf or \$468.75/month, beginning on the Commencement Date.

1.16 Tenant's Representative:

1.17 Option to Renew: Tenant, if not in default, shall have the right to renew this Lease for one (1) additional sixty (60) month term. Tenant shall notify Landlord not more than one hundred eighty (180) days prior to the expiration of the current term and not less than thirty (30) days prior to the expiration of the current term of its intention to extend the term. Rental rate upon renewal shall be as follows:

March 1, 2028-February 28, 2033-- \$14.00 per sq. ft. --\$1750.00 per month

ARTICLE 2. DEMISE

Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, on the terms and conditions set forth in this lease. Tenant shall also have the nonexclusive right to use the Common Areas in conjunction with other tenants of the Property and their respective employees, invitees, licensees and other visitors, subject to the limitations on such use otherwise set forth in this Lease or in Rules and Regulations adopted by Landlord and solely for the purpose for which they were designed and intended.

ARTICLE 3.
TERM; DELIVERY AND ACCEPTANCE OF PREMISES;
RENEWAL; SECURITY DEPOSIT

3.1 Term. The term of this Lease will commence on the Commencement Date and will expire on the Expiration Date. The term, subject to modification as hereafter provided, together with any renewal or extensions shall be referred to as the "Term."

3.2 Improvements; Delivery of Possession. Landlord will construct or install in the Premises the improvements to be constructed or installed by Landlord described the work letter attached to this Lease as Exhibit B (the "Work Letter"). Landlord projects that the Landlord Work (as defined in the Work Letter) will be substantially complete by the Commencement Date with the exception of punch-list items which Landlord will complete within 30 days. Landlord will be deemed to have delivered possession of the Premises to Tenant when Landlord has given Tenant notice that the Landlord Work is substantially completed.

3.3 Failure to Deliver Possession. If for any reason, Landlord fails to substantially complete the Landlord Work and deliver possession of the premises to Tenant on or prior to the Commencement Date:

- (a) This Lease will not be void or voidable; however, if landlord fails to deliver possession of the Premises to Tenant within ninety (90) days beyond the commencement Date, Tenant shall have the right to terminate without further obligation to Landlord and any pre-paid deposits shall be immediately returned to Tenant.
- (b) Landlord will not be liable to Tenant for any resultant loss or damage; and
- (c) Except in the case where Landlord's failure to substantially complete the Landlord Work is due to the fault of Tenant, the original commencement Date (and Expiration Date) will be extended automatically one day for each day of delay after the original Commencement Date and before delivery of possession, and Landlord and Tenant will execute a certificate of the new Commencement Date promptly after delivery of possession.

3.4 Commencement Date for the purpose of completing the Tenant Work (as defined in the Work Early Entry. If Tenant is permitted entry to the Premises prior to the Letter) or any other purpose permitted by Landlord, such early entry will be at Tenant's sole risk and subject to all the terms and provisions of this Lease as though the Commencement Date had occurred. However, rent will not commence until Tenant is in possession for the conduct of Tenant's business. Tenant, its agents or employees will not unreasonably interfere with or delay Landlord's completion of construction of the improvements. All rights of Tenant under this Section 3.4 will be subject to the requirements of all applicable building codes and zoning requirements so as not to interfere with obtaining a certificate of occupancy for the Premises. Landlord has the right to impose such additional conditions on Tenant's early entry as Landlord, in its reasonable discretion, deems

appropriate, and will further have the right to require that Tenant execute an early entry agreement containing such conditions prior to Tenant's early entry. If Tenant is allowed to open for business prior to the commencement date, rent will be on a pro rata basis. Early entry would not change the termination date of this Lease.

3.5 Condition of the Premises. By taking possession of the Premises, Tenant will be deemed to have accepted the Premises in their condition on the of delivery of possession, except that Tenant will have sixty (60) days from taking possession to advise Landlord of any defects in the labor, materials or workmanship provided by Landlord or its agents pursuant to the Work Letter, which Landlord will immediately cure. Tenant acknowledges that neither Landlord nor its agents or employee have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any tenant improvements to the Premises except as expressly provided in this Lease and the Work Letter.

3.6 Adjustments Upon Completion. As soon as practicable following completion of the improvements in accordance with the Work Letter, Landlord will notify Tenant of the Area of the Premises, the Area of the Building, the Base Rent and Tenant's Proportionate Share, if such information varies from the information set forth in Article 1 hereof. At Landlord's request, Tenant will promptly execute a certificate confirming such information. If the square footage of the project would ever increase or decrease, the Tenant's pro rata share of any triple net expenses will be increased or decreased proportionately. Any increase or decrease will be put into effect on the date that the additional space is put into service.

ARTICLE 4. BASE RENT

4.1 Base Rent. Beginning 30 days after Landlord delivers possession of the Premises ready for Tenants work and continuing through the Initial Term, Tenant shall pay to Landlord the Base Rent. Base Rent shall be paid, in advance, on or before the first day of each month, without notice, demand, offset, or deduction, except as expressly provided herein. Payment shall be made to Landlord at the Address of Landlord, or at such other address as Landlord may specify from time to time by written notice to Tenant.

4.2 Partial Month. If the Rent Commencement Date does not begin on the first day or end on the last day of a month, Base Rent and Additional Rent (as hereinafter defined) for such partial month shall be prorated by multiplying the Additional Rent for the Adjustment Period by a fraction expressed as a percentage, the numerator of which is the number of days of the Adjustment Period included in the Term and the denominator of which is 365. Base Rent and Additional Rent are sometimes hereinafter referred to collectively as "Rent."

4.3 Late Fees. In the event that Tenant fails to pay any installment of Rent within ten (10) days after its due date, Tenant shall also pay: (i) a late charge equal to five percent (5%) of the unpaid Rent; plus (ii) interest on the unpaid Rent at the maximum rate then allowed under applicable law.

**ARTICLE 5.
ADDITIONAL RENT**

5.1 Additional Rent. During the Term of this Lease, Tenant shall pay Tenant's Proportionate Share of all Common Area Expenses, Insurance Expenses and Real Estate Taxes (as each are as defined below) (hereinafter collectively referred to as "Additional Rent"). Additional Rent shall be paid in accordance with the provisions of Section 5.2 below.

(a) "Common Area Expenses" are defined as Landlord's operating expenses that are directly attributable to the operation, maintenance, management and repair of the Common Areas, including, without limitation:

- (i) lawn care, landscaping and snow removal;
- (ii) stripping, maintenance, and repairs to all paved areas at the Property;
- (iii) costs incurred for electricity, water, gas, fuel, or other utilities, except for utilities paid directly by Tenant or other tenants of the Property;
- (iv) other costs reasonably necessary to operate, repair, manage and maintain the Property in a first-class manner and condition.
- (v) Notwithstanding anything contained in this Lease to the contrary, no expenses incurred for the following items shall be included in Common Area Operating Expenses for any computation year: (i) repairs or other work occasioned by fire, windstorm or other casualty or by the exercise of the right of eminent domain; (ii) costs incurred by Landlord in connection with the construction of the building or project and related facilities, the correction of defects in construction or the discharge of Landlord's obligations under any construction agreement; (iii) costs including permit, license and inspection fees incurred in renovation or otherwise improving or decorating, painting, or redecorating space for tenants or other occupants, or vacant space; (iv) depreciation and amortization; (v) costs incurred by Landlord for any alteration, addition or equipment which is considered a capital improvement or replacement under generally accepted accounting principles; (vi) costs of a capital nature, including, but not limited to, capital improvements, capital repairs, capital equipment and capital tools, all as determined in accordance with generally accepted accounting principles; (vii) costs incurred due to violation by Landlord or any tenant of the terms and conditions of any lease; (viii) Landlord's general corporate overhead and general administrative expenses; (ix) advertising and promotional expenses or expenditures; (x) any other expense which under generally accepted accounting principles and practice would not be considered a normal maintenance or operating expense.

Common Area Expenses shall not include any expenses incurred by Landlord in performing its obligations under Section 8.1 below.

(b) "Insurance Expenses" are defined as all premiums and other charges incurred by landlord for insurance on the Property including: (i) fire insurance, extended coverage insurance and earthquakes, windstorm, hail and explosion insurance; (ii) public liability and property damage insurance; (iii) boiler and machinery insurance, business interruption insurance, sprinkler leakage, water damage legal liability insurance, burglary, fidelity and pilferage insurance on equipment and materials; (iv) the deductible portion of an insured loss concerning the Common Areas; and (v) insurance which Landlord is required to carry under Article 14;

(c) "Real Estate Taxes" for the purpose of this Lease shall mean all local, county and state taxes which may be levied, incurred or charged against the Premises, and any governmental levies or charges attributable to the premises required to be paid to a governmental authority. The term "Real Estate Taxes" shall not include any franchise, corporate, estate, inheritance, succession, capital levy, or transfer tax of the Landlord, or any income, profits or revenue tax, or any other tax assessment charge or levy upon the rent payable by the Tenant under the Lease. "Real Estate Taxes" shall not include any penalties or interest arising from the fault of Landlord or any special assessments for curbing, paving, sewage, etc., which are not in the nature of annual charges, but are capital improvements to the Premises.

5.2 Manner of Payment. Landlord shall give Tenant notice of Landlord's estimate of amounts payable under this Article 5 (hereinafter referred to as "Landlord's Estimate") for each Adjustment Period. Upon request, Landlord shall give Tenant reasonably detailed documentation to support Landlord's Estimate.

On or before the first day of each month during each Adjustment Period, Tenant shall pay Landlord one-twelfth (1/12th) of Tenant's Proportionate Share of Landlord's Estimate. If, however, Landlord's Estimate is not given before the Adjustment Period begins, Tenant shall continue to pay on the basis of Landlord's Estimate for the previous year, if any, until the month after the new estimate is given.

On or before the end of each Adjustment Period or as soon as reasonably possible thereafter, Landlord shall give Tenant an itemized statement ("Landlord's Annual Statement") showing in reasonable detail: (i) the actual Common Area Expenses, Insurance Expenses and Real Estate Taxes incurred by Landlord for the Adjustment period Taxes for such Adjustment Period; (ii) the amount of Tenant's Proportionate Share of the actual Common Area Expenses, Insurance Expenses and Real Estate Taxes; (iii) the amount of Landlord's Estimate paid by Tenant during the Adjustment Period; and (iv) the net amount owed by Tenant toward the Common Area Expenses, Insurance Expenses and Real Estate Taxes, or the amount Landlord owes to Tenant as a refund.

If Landlord's Annual Statement shows that Tenant's Proportionate Share of the actual Common Area Expenses, Insurance Expenses and Real Estate Taxes for the Adjustment Period is less than the amount contributed by Tenant toward Landlord's Estimate during such Adjustment

Period, Landlord shall return the difference (“Overpayment”) to Tenant. If Landlord’s Annual Statement shows that Tenant’s Proportionate Share of the actual Common Area Expenses, Insurance Expenses and actual Real Estate Taxes for the Adjustment Period is more than the amount contributed by Tenant toward Landlord’s Estimate during such Adjustment Period, Tenant shall remit the difference (“Underpayment”) to Landlord. The Overpayment or Underpayment shall be paid by Landlord or Tenant, as appropriate, within thirty (30) days after Landlord’s Annual Statement is delivered to Tenant. If Tenant disputes the accuracy of Landlord’s Annual Statement, Tenant shall nevertheless remit the Underpayment, if any; provided, however, Tenant may subsequently recover the Underpayment if Landlord’s Annual Statement is later determined to be inaccurate.

If, for any Adjustment Period during the Term, this Lease is not in effect for the full calendar year, Tenant’s obligation to pay Additional Rent for such Adjustment Period shall be prorated by multiplying the Additional Rent for the Adjustment Period by a fraction expressed as a percentage, the numerator of which is the number of days of the Adjustment Period included in the Term and the denominator of which is 365.

5.3 Personal Property Tax. Before delinquency, Tenant shall pay to the appropriate taxing authority taxes assessed during the Term against trade fixtures or personal property placed by Tenant in the Premises. If these taxes are assessed against the Building, Tenant shall pay its share of the taxes to Landlord within ten (10) days after receiving Landlord’s written statement setting forth the amount of taxes applicable to Tenant’s property and the basis for the charge to Tenant. Tenant’s failure to pay Landlord within the ten-day period shall entitle Landlord to the same remedies it has upon Tenant’s failure to pay Rent.

5.4 Utilities. Tenant shall pay when due all water, gas, electricity and sewer use fees incurred at or chargeable to the Premises relating to Tenant’s use and occupancy.

ARTICLE 6. COMPLIANCE WITH LAWS

6.1 Landlord’s Compliance. Landlord warrants, that on the Commencement Date, the Premises will comply with all applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction thereof (hereinafter referred to collectively as “Applicable Laws”). During the Term, Landlord shall comply with Applicable Laws regarding the Premises and Building except to the extent that Tenant must comply with said Applicable Laws.

6.2 Tenant’s Compliance. Tenant shall comply with all Applicable Laws: (i) regarding the physical condition of the Premises, but only to the extent the Applicable Laws pertain to the particular manner in which Tenant uses the Premises; or (ii) that do not relate to the physical condition of the Premises but relate to the lawful use of the Premises and with which only the occupant can comply, such as laws governing maximum occupancy, workplace smoking and illegal business operation, such as gambling.

ARTICLE 7.
PERMITTED USES; PROHIBITIONS

7.1 Permitted uses. Tenant may use the Premises for a real estate sales, leasing, and development office and shall not use or permit the Premises to be used for any other purpose without the prior written consent of landlord.

7.2 Prohibitions. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or their use of the Building or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

ARTICLE 8.
LANDLORD'S SERVICES; PARKING

8.1 Landlord's Repairs. Except for damage caused by any negligent or intentional misconduct of Tenant, Tenant's agents, employees or invitees, Landlord, at Landlord's expense, shall keep in good order, condition and repair and replace, when necessary, the foundations, subfloors, exterior walls and the roof the Building, and major repairs or replacements to the HVAC systems or sewer systems.

8.2 Parking. Tenant and its employees and visitors may use any parking area available and designated for parking generally for tenants and their employees and visitors at the Building. Such parking shall be on a "first come, first served," unassigned basis, with Landlord and other tenants of the Building and their employees and visitors. Notwithstanding the foregoing, Landlord reserves the right to assign specific spaces and to reserve spaces for visitors, small cars, handicapped individuals and other tenants, visitors of tenants or other persons, and Tenant and its employees and visitors shall not park in any such assigned or reserved spaces. In case of any violation of the foregoing provisions, Landlord may refuse to permit the violator to park, and may remove the vehicle owned or driven by the violator from the grounds at such violator's expense. Landlord reserves the right to close all or a portions of the parking areas or facilities in order to make repairs or perform maintenance services, or to alter, modify, restripe or renovate the same, or if required by casualty, strike, condemnation, act of God, law or governmental requirement, or any person beyond Landlord's reasonable control so long as same does not prohibit Tenant's ingress or egress from the Premises.

ARTICLE 9.
TENANT'S COVENANTS

9.1 Maintenance and Repair. Tenant shall at its own cost and expense keep and maintain all parts of the Premises and such portions of the Building and improvements as are within the exclusive control of Tenant in good condition, promptly making all necessary repairs and replacements, with materials and workmanship of a similar character, kind and quality as the original (including, but not limited to, repair and replacement of all fixtures installed by Tenant, water heaters serving the Premises, windows, glass and plate glass, doors, any special office entries, interior walls and finish work, floors and floor coverings, general maintenance and repair of heating and air conditioning systems serving the Premises, electrical systems and fixtures, maintenance, repair of plumbing work and fixtures within the interior of Premises, and performance of regular removal of trash and debris). Tenant as part of its obligations hereunder shall keep the Premises in a clean and sanitary condition. Tenant will, as far as possible keep all such parts of the Premises from falling temporarily out of repair, and upon termination of this Lease in any way Tenant will yield up the Premises to Landlord in good condition and repair, normal wear and tear, loss by fire or other casualty excepted (but not exception any damage to glass). Tenant shall, at its own cost and expense, repair any damage to the Premises or the Building resulting from and/or caused in whole or in part by the negligence or misconduct of Tenant, its agents, employees, invitees, or any other person entering upon the Premises as a result of Tenant's business activities or caused by Tenant's default hereunder.

9.2 Use, Waste, Nuisance, Etc. Tenant shall not injure, overload, deface or commit waste in the Premises or any part of the Building, nor permit the occurrence of any nuisance therein or the emission therefrom of any objectionable noise or odor, nor use the Premises for any purpose other than the permitted uses set forth in Section 7.1 nor use or permit any use which is liable to invalidate or increase the premium for any insurance on the Building or its contents or which is liable to render necessary any alterations or additions to the property.

9.3 Rules and Regulations. Tenant shall faithfully observe and comply with all reasonable rules and regulations now or hereafter promulgated and/or modified by Landlord from time to time for the care and use of the Premises and the Building (hereinafter "Rules and Regulations"). Landlord shall have the right to amend, change or modify the Rules and Regulations from time to time as Landlord deems reasonably necessary or appropriate.

9.4 Tenant's Personal Property. Tenant warrants and agrees that neither Landlord nor its agents shall be liable for any loss or damage to property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances, or plumbing works therein or from the roof, street or subsurfaces or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence, misconduct or default hereunder of Landlord, its agents, servants or employees. Tenant shall give prompt notice to Landlord in case of casualties or accidents in the Premises as soon as same becomes known to Tenant.

9.5 Insurance.

(a) Liability Insurance. Tenant shall maintain with a responsible company or companies reasonably approved by Landlord, liability insurance in form reasonably acceptable to Landlord insuring Tenant and Tenant's representatives against all claims, demands or actions for bodily injury, death or property damage arising out of Tenant's use and occupancy of the Premises. The per occurrence and aggregate limits of liability of said policy shall not be less than Two Million Dollars (\$2,000,000.00) combined single limit. Such insurance shall provide that Insurer will endeavor to give thirty (30) days prior written notice to Landlord and parties designated by Landlord of any cancellation, termination or change. A duly executed certificate evidencing the required coverage shall be deposited with Landlord and parties designated by Landlord from time to time, upon Landlord's written request. If Tenant fails to comply with any of the foregoing requirements, Landlord may obtain such insurance on behalf of Tenant and may keep the same in effect, and Tenant shall pay Landlord, as Additional Rent, the premium cost thereof upon demand.

(b) Extended Coverage. Tenant shall self-insure or carry insurance against fire and such other risks as are from time to time included in standard extended coverage insurable for the full replacement value of Tenant's merchandise, trade fixtures, furnishings, equipment and all other items or personal property of Tenant located on or within the Premises.

9.6 Entry for Repairs and Inspections. Tenant shall permit Landlord and Landlord's agents to enter and examine the Premises at reasonable times (upon reasonable advance notice to Tenant, and subject to Tenant's security requirements) and if Landlord shall so elect, to perform any repairs or other work permitted to be performed by Landlord under Article 22 hereof.

9.7 Alterations, Additions, Heavy Equipment, etc. Tenant shall not make any alterations, additions or improvements on or to the Premises, nor erect or paint any sign or other identification on any exterior window or other exterior surface of the Premises or the Building without obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. To the extent any such alterations, additions or improvements are authorized by Landlord, all such alterations, additions and improvements shall be performed by contractors or mechanics reasonably approved by Landlord. Tenant further covenants and agrees that all work done by Tenant shall be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations and requirements of all governmental or regulatory bodies and agencies. Tenant shall also pay all costs for such alterations, additions and improvements including any alterations and additions or improvements to the Premises required by any governmental agency during the Term of this Lease due to Tenant's use and occupancy. Landlord shall permit a sign depicting Tenant's logo to be placed on the Building if such sign is reasonably approved by Landlord's architect, so long as the sign is consistent with the design of the project. Such sign shall further conform to all applicable laws, regulations and ordinances. Tenant shall be responsible for the cost of erecting, maintaining, and removing such signage, and for ensuring conformance as aforesaid. Tenant is responsible for proper repair of the area affected by the mounting of such signage. If a common sign is added to the project in the future, Tenant will be able to put their signage on it at no additional cost.

9.8 Surrender and Lien for Rent. At the expiration of the Term or earlier termination of this Lease, Tenant shall peaceably give up and surrender the Premises without the requirement of any notice, including all improvements to the Premises made by Tenant (such work to be in conformity with the provisions hereof) and all replacements thereof, including carpeting, and all fixtures permanently attached to the Premises. At such expiration or termination, the Premises and all improvements shall be in good order, repair and condition (damage by fire or other casualty and reasonable wear excepted). Tenant shall, at its sole cost and expense, at the time of such expiration or termination, remove the goods, effects, and fixtures which Tenant is directed or permitted to remove in accordance with the provisions of this Lease, making any repairs to the Premises and other areas necessitated by such removal and leaving the Premises in broom clean condition. If Tenant fails to remove any of such goods, effects and fixtures, Landlord may have them removed forcibly, if necessary, and store any of Tenant's property in a public warehouse at the risk of Tenant; the expense of such removal, storage, and reasonable repairs necessitated by such removal shall be borne by Tenant or reimbursed by Tenant to Landlord.

9.9 Payment for Tenant Work. Tenant shall promptly pay when due the entire cost of any work undertaken by Tenant in the Premises, including equipment, furnishings and fixtures, so that the Premises shall always be free of liens for labor and materials. Tenant shall obtain all permits or licenses for such work. Tenant shall also indemnify and save Landlord harmless from and against all injury, loss, claims, liens or damage to any person or property occasioned by or arising from such work. If any mechanic's, materialmen's or construction lien (which terms shall include any and all similar liens relating to the furnishing of labor and materials) is filed against the Building or any part thereof which is claimed by the filing party to be attributable to Tenant, its agents, employees or contractors, Tenant shall, upon becoming aware of any lien, promptly discharge the same by payment thereof or filing any necessary bond.

ARTICLE 10. SUBLETTING AND ASSIGNMENT

Except for an assignment or subletting to an affiliated company which shall not require Landlord's consent, Tenant shall not assign this Lease nor sublet the Premises in whole or in part, and shall not permit Tenant's interest in this Lease to be vested in any third party by operation of law or otherwise, without the prior written consent of Landlord. The Landlord's consent will not be unreasonably held. In the event of any subletting of the Premises or assignment of the Lease by Tenant, including an assignment or subletting to an affiliated company, with or without Landlord's consent. Tenant shall remain responsible and liable to Landlord for payment of the Rent stipulated herein and for the full and timely performance of all other covenants and conditions contained herein.

ARTICLE 11. FORCE MAJEURE

If Landlord or Tenant, as the result of any (i) strikes, lockouts or labor disputes; (ii) inability to obtain labor, materials, fuel, electricity, services or reasonable substitutes therefore; (iii) acts of God, civil commotion, fire or other casualty; (iv) governmental action of any kind; or (v) other

conditions similar to those enumerated in this Article 11 which are beyond Landlord's or Tenant's reasonable control, fails punctually to provide any service or to perform any obligation on its part to be performed thereunder, then, unless otherwise expressly provided, such failure shall be excused and not be a breach hereunder, but only to the extent occasioned by such event.

ARTICLE 12. EMINENT DOMAIN

12.1 Taking/Condemnation by Governmental Authority. If all of the Premises shall be taken or condemned by a governmental or quasi-governmental authority for any public, including Tenant's parking, or quasi-public use or purpose (including a sale under threat of such a taking or condemnation), this Lease shall terminate on the date title thereto vest in the governmental or quasi-governmental authority, and all Rent payable hereunder shall be apportioned as of such date. If more than a substantial part (as hereinafter defined) but less than all of the Premises shall be taken or condemned by a governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale under threat of such a taking or condemnation), Landlord shall have the right to terminate this Lease by giving Tenant thirty (30) days prior written notice of such termination, in which event all Rent payable hereunder shall be apportioned as of the date title vests in the governmental or quasi-governmental authority. If less than a substantial part of the premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale under threat of such a taking or condemnation), or if Landlord fails to terminate this Lease according to the preceding sentence, this Lease shall continue in full force and effect, but the Rent payable hereunder shall be equitably adjusted as of the date title vests in the governmental or quasi-governmental authority, on the basis of the ratio of the number of square feet of rentable area of the Premises taken or condemned to the total Rentable Area of the Premises prior to such taking or condemnation. For purposes of this Article 12, a substantial part of the Premises shall be considered to have been taken or condemned if more than twenty-five percent (25%) of the Premises or Tenant's parking are rendered unusable as a result of such taking or condemnation. Notwithstanding anything to the contrary herein, if Tenant is unable to reasonably conduct its business due to any partial or substantial taking, Tenant shall have the right to terminate this lease upon 10 days notice to Landlord and rent shall abate as provided herein.

12.2 Awards and Damages. All awards, damages and other compensation paid by the condemning authority on account of such taking or condemnation (or sale under threat of such a taking or condemnation) shall belong to Landlord, and Tenant hereby assigns to Landlord all rights to such awards, damages to the Premises, the value of the unexpired term of the Lease, the loss of profits or goodwill, leasehold improvements or severance damages. Nothing contained herein, however, shall prevent Tenant from pursuing a separate claim against the condemning authority for the value of furnishings, equipment and trade fixtures installed in the Premises at Tenant's expense and for relocation expenses.

ARTICLE 13.
DAMAGE BY FIRE OR CASUALTY

13.1 Repair or Restoration. If during the Term of this Lease the Building or the Premises, or any portion thereof, shall be damaged by fire or other insured casualty, Landlord shall commence repair or restoration within thirty (30) days of such damage or destruction and shall diligently pursue such repair and restoration to completion not longer than ninety (90) days from date of damage unless this Lease is terminated as provided herein. Landlord shall pay the cost to repair any damage or destruction to the Building or the Premises. To the extent not covered by insurance (Article 14), Tenant shall pay the reasonable cost of repair of any damage or destruction of the Building or the Premises caused by the negligence or willful misconduct of Tenant, its employees, agents or visitors. The cost of repair of the Building or the Premises shall include a reasonable overhead charge by Landlord, but not to exceed 15%. Tenant shall vacate such portion of the Premises as Landlord reasonably requires to enable Landlord to repair the Premises or the Building.

13.2 Termination by Landlord. Notwithstanding anything to the contrary contained in this Lease, if the proceeds of insurance are insufficient to pay for the repair of any damage or destruction to the Premises or the Building, or if the Premises or the Building are damaged or destroyed to an extent which may not be repaired within ninety (90) days from the date of damage or destruction, Landlord or Tenant shall have the option to terminate this Lease by giving the other party within sixty (60) days written notice of such termination; provided, however, the notice must be delivered to the other party within 120 days of such damage or destruction.

13.3 Abatement of Rent. If the Premises are damaged or destroyed by fire or other insured casualty not caused by the negligence or willful misconduct of Tenant, its agents, employees or visitors, the Rent shall abate until such damage or destruction is repaired in the proportion to the reduction of the area of the Premises useable by Tenant. If, however, the damage or destruction is the result of the negligence or willful misconduct or failure to act of Tenant, its agents, contractors, employees or invitees, there shall be no abatement of Rent as otherwise provided in this Article 13.3 except to the extent covered by Landlord's insurance.

ARTICLE 14.
INSURANCE; WAIVERS OF SUBROGATION

14.1 Insurance. Landlord shall procure and maintain fire and extended coverage insurance with a reliable insurer upon the Building in an amount equal to the full replacement cost of those building components normally covered by standard fire and extended coverage insurance policies.

14.2 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property occurring in the Premises or the Building, or in any manner growing out of or in connection with the Tenant's use and occupation of the Premises or the Building, whether or not caused by the negligence or other fault of Landlord or Tenant, or of their respective agents, employees, subtenants, licensees or assignees. This release shall apply only to the extent that such business interruption, loss or damage to property is covered by insurance or, Tenant has elected to self-insure said loss. Nothing herein shall be construed to

impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence of this provision. All insurance policies carried by either party hereto covering the Premises or the Building, including without limitation, contents, fire and casualty insurance, shall contain a waiver of subrogation clause or endorsement under which the insurance company waives its right to subrogation against either party to this Lease. The release in favor of Landlord and Tenant contained herein is in addition to, and not in substitution for or in diminution of, the hold harmless and indemnification provisions hereof.

**ARTICLE 15.
DISPLAY OF PREMISES**

Tenant covenants and agrees that for the period of six (6) months prior to the expiration of this Lease, Landlord shall have the right to show the Premises and all parts thereof to prospective tenants, at reasonable times, upon reasonable advance notice, at Tenant's reasonable convenience, and subject to Tenant's security requirements.

**ARTICLE 16.
DEFAULT BY TENANT**

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

- (a) If Tenant fails to pay Landlord any Rent or other payments when due hereunder after five (5) days prior written notice; provided, however, Landlord shall only be required to provide such five (5) day notice with respect to nonpayment of any installment of Base Rent or Additional Rent on two (2) occasions during any Lease Year after which an Event of Default shall be deemed to have occurred immediately upon the failure to timely pay any installment of Base Rent or Additional Rent when due.
- (b) If Tenant abandons the Premises;
- (c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;
- (d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after notice after the institution or appointment; or
- (e) If Tenant fails to perform or comply with any other term or condition of this Lease and if such nonperformance shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant, unless a longer time is reasonably required to cure said default and Tenant diligently prosecutes same to completion.

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

(a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.

(b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all actual damages reasonable resulting from the breach, including the cost of recovering the Premises (including reasonable attorneys' fees and costs of litigation), and the difference between the Rent due for the balance of the lease Term, including amounts required to be paid by Tenant for taxes, insurance, costs of maintenance, repairs, and other operating expenses of the Premises, as though the Lease had not been terminated, and the reasonable rental value of the Premises, which sum shall be immediately due Landlord from Tenant.

(c) Landlord may retake and relet the Premises or any part thereof for any term without terminating this Lease, at such Rent and on such terms as Landlord may choose. Landlord may make reasonable alterations and repairs to the premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting (including reasonable advertising fees, brokerage commissions, tenant allowances), for any alterations and repairs made, and for the Rent due for the balance of the Lease Term including amounts required to be paid by Tenant for taxes, insurance, costs of maintenance, repair and other operating expenses of the Premises, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining Term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-section, Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-section. Landlord shall mitigate its expenses under this Article 16.

16.3 Recovery of Damages. Nothing herein shall limit or prejudice the right of Landlord to pursue and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by reason of the termination of this Lease, an amount equal to the maximum allowed by a statute or rule of law in effect at the time such proceeding is commenced which governs the proceeding in which damages are to be proved, whether or not the amount is greater, equal to or less than the amount of the actual loss or damage which Landlord has suffered.

16.4 Landlord's Right to Cure. At any time upon not less than thirty (30) days prior written notice to Tenant, Landlord may, but need not, cure any failure by Tenant to perform its obligations under this Lease. Whenever Landlord chooses to do so, all costs and expenses incurred

by Landlord in curing any such failure, including, without limitation, reasonable attorney's fees together with interest on the amount of costs and expenses so incurred at the annual rate for late Rent described in Section 4.3, above, shall be paid by Tenant. If Tenant refuses or fails to pay such costs and expenses within thirty (30) days after receiving notice from Landlord regarding such costs and expenses, the costs and expenses shall be deemed Additional Rent payable under Article 5 unless Tenant is protesting same in good faith and/or until and if a court of competent jurisdiction has determined Tenant is in default and so directs Tenant to make payment.

ARTICLE 17. DEFAULT BY LANDLORD

In the event of any default by Landlord under this Lease, Tenant will give Landlord written notice specifying such default, and Landlord shall thereupon have thirty (30) days from the date of such notice in which to cure any such default or to have begun reasonable efforts to cure the same, except that if such default cannot be cured within said thirty (30) day period, the thirty (30) day period shall be extended for a reasonable additional period of time provided that Landlord commences to cure such default within the thirty (30) day period. If Landlord fails to cure such default as herein provided, Tenant shall have available to it all remedies allowed in law and equity in the jurisdiction in which said Premises are located and may correct such default and deduct any costs incurred from the Rent due hereunder.

ARTICLE 18. SUBORDINATION AND MORTGAGEE APPROVAL

This Lease shall be subject and subordinate to any mortgage, deed of trust or ground lease that may now exist or hereafter be placed upon the Building and/or the Land by Landlord, and to any and all advances to be made under such mortgages or deeds of trust and to the interest thereon, and all renewals, extensions and consolidations thereof; provided that any such mortgagee, beneficiary under a deed of trust or ground lessor may elect at any time during the Term of this Lease to have this Lease deemed a prior lien to its mortgage, deed of trust or ground lease and in the event of such election and upon notification by such mortgagee, beneficiary under a deed of trust or ground lessor to Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage, deed of trust or ground lease. This Article 18 shall be self-operative, but in confirmation thereof, Tenant shall execute and deliver whatever instruments may be reasonably required to acknowledge such subordination or priority in recordable form within ten (10) business days after demand in writing. If any foreclosure of any mortgage or deed of trust encumbering the Building and/or the Land shall occur, Tenant shall, if so requested, attorn to the purchaser and execute such attornment and nondisturbance agreements as may be reasonably required by Landlord or any other purchaser or lender and Tenant's right hereunder or Tenant's right of quiet enjoyment shall not be disturbed by any present or future beneficiary mortgage, ground lessor or owner.

ARTICLE 19. SURRENDER OF POSSESSION, HOLDING OVER AND CANCELLATION

19.1 Surrender of Premises. At the end of the Original Term or any Extended Term or upon the earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in the

same condition and state of repair as they were at the beginning of the Original Term, ordinary wear and tear and damage by fire or other casualty excepted. Removal and disposal of any signage attached to the building or windows is the expense of the Tenant, as is the cost to restore the area of the building where signs were attached.

19.2 Holding Over. If Tenant does not exercise its option to renew this Lease after the Original Term or any Extended Term, Tenant shall not hold over beyond the end of such Term and no act of Landlord, including the acceptance of Rent, shall have the effect of creating in Tenant any interest in The Premises other than that of a tenant from month to month. The Base Rent during any holdover period shall be equal to One Hundred Fifty Percent (150%) of the Base Rent in effect at the end of the Term of the Lease, commencing 30 days after written notice from Landlord unless Tenant vacates the Premises within such 30 day period. The provisions of this Lease shall govern the relations of Landlord and Tenant during any period in which Tenant is holding over. Notwithstanding the foregoing, if Landlord desires to regain possession of the Premises promptly after the expiration of this Lease and prior to acceptance of Rent for any period thereafter, Landlord may, at its option, and upon not less than thirty (30) days' prior written notice to Tenant, forthwith re-enter and take possession of the Premises from Tenant by judicial order without being deemed guilty in any manner of trespass.

19.3 Quiet Enjoyment. Landlord agrees that during the Term of this Lease and at all times when Tenant is not in default hereunder, Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed by anyone holding or claiming title under Landlord and Landlord will warrant and defend Tenant in quiet enjoyment and peaceful possession of the Premises, subject, however, to the conditions and reservations of this Lease. This Lease survives the sale of the Premises.

ARTICLE 20. ESTOPPEL CERTIFICATE

At Landlord's request, on the Lease Term Commencement Date and from time to time thereafter, Tenant agrees to execute and deliver to Landlord within ten (10) business days after Landlord's written request therefore a certificate (in such form as may be provided consistent with the provisions of this Article 20) which acknowledges tenancy of the Premises and recites such other facts concerning any provision of this Lease or payments made under this Lease which a mortgagee or lender or prospective mortgagee or lender or a purchaser or prospective purchaser of the Building and/or Land or any interest therein may reasonably request.

ARTICLE 21. NO WAIVER; NO ACCORD AND SATISFACTION

21.1 No Waiver. The failure of Landlord or of Tenant to seek redress for the violation of, or to insist upon the strict performance of any term, covenant or condition of this Lease or, the failure of Landlord to enforce the Rules and Regulations for the Premises and the Building (as the same may now exist or are hereafter promulgated or modified by Landlord), shall not be deemed a waiver of such violation or breach nor shall the failure of Landlord to enforce any of said Rules and Regulations against any other tenant in the Building be deemed a waiver of any such Rules or Regulations. The receipt by Landlord of Rent with knowledge of a violation or breach of any

covenant or condition of this Lease or of the Rules and Regulations shall not be deemed a waiver of such violation or breach by Landlord, unless such waiver is in writing and signed by Landlord. No consent or waiver, expressed or implied, by Landlord or Tenant to or of any violation or breach of any agreement or duty shall be construed as a waiver or consent to or of any other violation or breach of the same or any other agreement or duty.

21.2 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Base Rent and Additional Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installments and to pursue any other remedy provided in this Lease or by law.

ARTICLE 22. NOTICES

Any notice, approval and other like communication hereunder from Landlord to Tenant or from Tenant to Landlord shall be given in writing and shall be personally delivered or mailed via U.S. certified or registered mail, postage prepaid, return receipt requested, addressed, if to the Tenant, to the Address of Tenant and, if to the Landlord, at the Address of Landlord, or at such other addresses as either party may from time to time designate by written notice to the other. Any notice shall be deemed upon receipt or, if mailed upon the earliest of receipt or five (5) days (excluding Saturdays, Sundays and legal holidays) after deposited with postage prepaid as provided herein.

ARTICLE 23. ASSIGNMENT FOR FINANCING

If, at any time or times, Landlord assigns this Lease or the Rents payable hereunder to the holder of any mortgage or deed of trust on the Premises, the Building or the Land, or to any other party for the purpose of securing financing (the holder of any such mortgage or deed of trust and any other such finance party are collectively referred to herein as the "Financing Party"), whether such assignment is conditional in nature or otherwise, such assignments to the Financing Party shall not be deemed an assumption by the Financing Party of any obligations of Landlord hereunder unless such Financing Party shall, by written notice to Tenant, specifically assume the obligations of the Landlord under this Lease. In furtherance of the foregoing, Tenant hereby agrees to enter into such agreements or instruments as may, from time to time, be reasonably requested in confirmation of the foregoing. Nothing herein shall diminish, however the rights of the Tenant upon Landlord default.

ARTICLE 24.
INDEMNITY

24.1 Reciprocal Indemnification.

(a) Tenant's Indemnification. Tenant will indemnify, defend and hold harmless Landlord from liability for personal injury, death or property damage relating to any activity of Tenant on the Premises resulting solely from the negligence, wrongful act or omission of Tenant and not the result in whole or in part of the negligence, wrongful act or omission of Landlord or its agents;

(b) Landlord's Indemnification. Landlord will indemnify, defend and hold harmless Tenant from liability for personal injury, death or property damage relating to any activity of Landlord on the Premises resulting solely from the negligence, wrongful act or omission of Landlord and not the result in whole or in part of the negligence, wrongful act or omission of Tenant or its agents.

(c) Cross Indemnification. If either or both parties are held liable to a third party for bodily injury or property damage resulting from the fault of both Tenant and Landlord, the parties will share the liability in proportion to the fault attributable to each.

24.2 Environmental Indemnity.

(a) Definitions. As used in this Section 24.2, the following terms shall have the following meanings:

(i) "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time (42 U.S.C. 9601 et seq.).

(ii) "Code" means any applicable present and future state and local law, rule, regulation or ordinance, as amended from time to time, including, but not limited to, the following:

The Hazardous Material Transportation Act, as amended, 49 U.S.C. 1801 et seq.;

The Nebraska Environmental Protection Act, as amended;

The Nebraska Asbestos Control Act, as amended;

The Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq.; and

The Federal Water Pollution Control Act, as amended, 33 U.S.C. 251 et seq.

(iii) “Environmental Activity” means any actual or proposed storage, holding, generation, processing, abatement, removal, disposition, handling or transportation or actual or threatened release, emission or discharge of any Hazardous Substance from, under, into or on the Premises or otherwise relating to the Premises or the Use of the Premises, or any other activity or occurrence that causes or would cause any such event to exist.

(iv) “Environmental Requirements” means all present and future federal, state and local laws (including CERCLA and the applicable provision of the Code and regulations promulgated thereunder), rules, regulations, authorizations, judgments, decrees, concessions, grants, franchises, agreements and other governmental restrictions and other agreements relating to the environment or to any Hazardous Substance or Environmental Activity.

(v) “Hazardous Substance” means, at any time, (a) any “hazardous substance” as defined in 101(14) of CERCLA (42 U.S.C. 9601(14)) or applicable sections of the Code at such time; (b) any “hazardous waste”, “infectious waste” or “hazardous material” as defined in applicable sections, if any of the Code at such time and (c) any additional substances or material which at such time are classified or considered to be hazardous or toxic, or otherwise regulated under the laws of the state in which the Property is located or any other applicable laws, rules or regulations relating the Premises.

(vi) “Indemnitee” means the indemnified party and their successors and assigns.

(vii) “Use” means use, ownership, development, construction, maintenance, management, operation or occupancy.

(b) Representations and Warranties of Tenant. Tenant represents and warrants to Landlord that the Use of the Premises for their intended purpose will not result in any Environmental Activity in violation of any applicable Environmental Requirements; and

(c) Covenants of Tenant. Unless Landlord otherwise consents in writing, Tenant shall at all times from the date of this Lease:

(i) Comply in all material respects with all applicable Environmental Requirements relating to the Premises and the Use of Premises with regard to any Environmental Activity; and

(ii) Promptly following the discovery by Tenant, deliver to Landlord notice of any event that would render any representation or warranty contained in subparagraph (b) of this Indemnity incorrect in any respect if made at the time of such discovery.

(d) Indemnity by Tenant. Tenant shall indemnify, defend and save and hold harmless each Indemnitee from and against any and all losses, liabilities, damages, costs and expenses (including reasonable fees of the Indemnitee's legal counsel) suffered or incurred by any Indemnitee as a result of:

(i) The occurrence of any Environmental Activity during the term of this Lease or any failure of Tenant, its employees, agents, licensees and invitees to comply with all applicable Environmental Requirements relating to the Premises or the Use of the Premises by Tenant;

(ii) Any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental agency which has resulted or is alleged to have resulted directly from any Environmental Activity relating to the Premises or Use of the Premises by Tenant;

(iii) Any failure of any representation or warranty of Tenant set forth in subparagraph (b) above to be correct in all respects as of the date of this Lease;

(iv) Any failure of Tenant to perform any covenant set forth in subparagraph (c) above;

(e) Representations and Warranties of Landlord. Landlord represents and warrants to Tenant that at the Commencement Date:

(i) Landlord is in compliance in all respects with all applicable Environmental Requirements relating to the Premises and the Use of the Premises, and Landlord has not engaged in any Environmental Activity, nor to Landlord's knowledge has any environmental activity otherwise occurred, in violation of any applicable Environmental Requirements:

(ii) No investigations, inquiries, orders, hearings, actions, or other proceedings by or before any governmental agency are pending or threatened in connection with any Environmental Activity or alleged Environmental Activity;

(iii) Landlord has no liability, absolute or contingent, in connection with any Environmental Activity relating to the Premises:

(iv) Landlord has not engaged in any Environmental Activity relating to the Premises and no Environmental Activity has otherwise occurred, and, no notice, order, directive, complaint or other communication, written oral, has been made or issued by any governmental agency or other person, entity or agency alleging the occurrence of any Environmental Activity in violation of any Environmental Requirements.

(f) Covenants of Landlord. Unless Tenant otherwise consents in writing, Landlord shall at all times from the date of this Lease:

(i) Promptly following the discovery by Landlord, deliver to Tenant notice of any event that would render any representation or warranty contained in subparagraph (e) of this Indemnity incorrect in any respect if made at the time of such discovery.

(ii) Any failure of Landlord to perform any covenant set forth in subparagraph (f) above.

(h) Costs and Expenses. The indemnifying party as identified above shall pay to each Indemnitee all costs and expenses (including the reasonable fees and disbursements of Indemnitee's legal counsel and consultant, cleanup cost, costs of remediation) incurred by any Indemnitee in connection with this Indemnity or the enforcement of the terms of this Indemnity.

(i) Tenant Inspection. Tenant, at Tenant's expense, shall have the right but not the obligation to conduct an environmental inspection of the Premises at any time from the date hereof up to and including sixty (60) days prior to occupancy of the Premises through an environmental consultant of its choice. If the audit reveals (a) violations of any applicable law with respect to hazardous materials or any environmental activity conducted or permitted at the Premises; (b) any present or contingent liability which may attach to an owner or operator of the Premises in connection with any hazardous materials or environmental activities; or (c) any risk to the health or safety of occupants of the Premises arising from any hazardous materials present or environmental activity conducted or permitted at the Premises, then Tenant shall deliver to Landlord a notice (Audit Notice) specifying the environmental condition discovered. If Landlord does not elect by written notice to Tenant to remedy such environmental condition within ten (10) days after delivery of the Audit Notice and complete the cure of such environmental condition to Tenant's approval within twenty (20) days after Tenant's delivery of the Audit Notice, then Tenant may terminate this Lease by notice to be delivered to Landlord within seven (7) days after expiration of twenty (20) day period.

(iii) Environmental Indemnity. Landlord shall indemnify, defend and hold harmless Tenant from any and all claims, loss, damages, response

costs, cleanup costs and expenses, including reasonable attorneys' fees and other fees and expenses incurred in enforcing the provisions of this Agreement, arising out of or in any way relating or resulting from environmental conditions present on or existing prior to Tenant's use and occupancy of the Lease Premises. In this connection, landlord shall have the sole responsibility for the investigation and remediation of all environmental conditions associated with the Premises existing on or prior to the date hereof.

ARTICLE 25. MISCELLANEOUS

25.1 Entire Agreement. This Lease contains the entire agreement between the parties hereto, and any agreement hereafter or heretofore made shall not operate to change, modify, terminate, or discharge this Lease in whole or in part unless such agreement is in writing and signed by both Landlord and Tenant. Landlord has made no representations or promises with respect to the Premises except as are herein expressly set forth.

25.2 Binding Effect. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assignees of Tenant as are permitted under Article 10 above.

25.3 Validity and Enforcement of Lease. In the event any provision in this Lease is held invalid by any court of competent jurisdiction, the remaining provisions in this Lease shall be deemed severable and shall remain in full force and effect. Either party may, at its option, in addition to any of the rights given by this indenture, enforce any provision of this Lease in accordance with the laws of the State of Nebraska or of the United States of America governing the relation of Landlord and Tenant, with the same force and effect as though the right to enforce such provision were herein specifically set forth.

25.4 Attorney's Fees. In the event any legal action is necessary or required by either party as a result of the alleged failure of the other party to comply with the terms of this Lease, the non-prevailing party shall pay to the prevailing party, in addition to any other relief which may be granted, the prevailing party's costs of litigation, including but not limited to reasonable attorney's fees, travel costs, transcription costs and other expenditures necessitated by the litigation. If the parties cannot agree upon the amount of such costs, they shall request the court to determine the proper amount. This provision shall apply to matters submitted to arbitration as well as to litigation.

25.5 Headings. The section headings appearing herein are for the convenience of the parties only, and do not affect, define, limit, or construe the contents of the various Articles in this Lease.

25.6 Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

25.7 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25.8 Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved from all liability under any provision contained herein, arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease including the rights of Tenant to remain on the Premises through the current term or any renewal if not in default of the Lease.

25.9 Gender. It is further understood that if more than one join in the execution hereof, or may be of the feminine, masculine or neuter gender, the pronouns and relative words herein used shall be read and understood as if written in plural, masculine or neuter, respectively.

25.10 Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the Landlord and Tenant hereby affirm this Lease as their true act and deed as of the day and year first above written.

Columbus East, LLC, a Nebraska
limited liability company, Landlord

By: Michael A. Brettkan

Its: Managing Partner

Tenant

By: Derek Harmon for AITB, LLC

Its: Managing Member

By: Margie Harmon for AITB, LLC

Its: Managing Member

Personal Guarantee

The undersigned hereby absolutely and unconditionally guarantee to the Landlord the payment of rent and the performance of all of the covenants under this Lease Agreement and all renewals and extensions thereof by the Tenant and hereby waive notice of any default under the Lease Agreement and agree that this liability shall not be released or affected by an extension of time for payment, by any forbearance by the Landlord, or by any assignment or modification of this Lease.

Dated this 15 day of February, 2023

By: Derek Shorman

Name: Derek Shorman

Home Address: 417-S 4th Street

Columbus, NE 68601

Social Security Number: 505-29-7875

By: Shayla Shorman

Name: Shayla Shorman

Home Address: 417-S. 4th St.

Columbus, NE 68601

Social Security Number: 505-77-3392

EXHIBIT "B"

Work Letter

The Landlord will provide the following finishes:

- All exterior demising walls
- 1 – Combination roof top unit w/ 3 ton cooling and 120,000 BTU heat w/ manual fresh air dampers. Main supply line with ten supply diffusers and one return air vent
- 1 – glass front doors w/ bronze aluminum frame
- 1 – 3'6" X 7'0" steel rear exit door
- 1 – 200 amp electrical panel
- 1 – rest room
- 18 – 2X4 drop-in lights

Standard 2 X 4 acoustical ceiling tile throughout

ADDENDUM

- Tenant is responsible for the removal and disposal of all signage attached to the building, building glass, and doors, and any costs associated therein.
- Tenant is responsible for costs associated with restoration of the exterior of the building where their building sign(s) were attached. Landlord will coordinate and oversee such repair.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

AITB, LLC

A Member-Managed Limited Liability Company

NEBRASKA LLC OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective August 30, 2022, by and among: Derek Sharman and Shayla Sharman (collectively referred to in this agreement as the "Members").

SECTION 1

THE LIMITED LIABILITY COMPANY

- 1.1 Formation.** Effective August 30, 2022, the Members form a limited liability company under the name AITB, LLC (the "Company"). The Company on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to Chapter 21 Nebraska Uniform Limited Liability Company Act (State Law) of the State of Nebraska (the "Act"). The Members agree to file with the appropriate agency within the State of Nebraska charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.
- 1.2 Name.** The business of the Company will be conducted under the name AITB, LLC, or such other name upon which the Members may unanimously may agree.
- 1.3 Purpose.** The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Nebraska.
- 1.4 Office.** The Company will maintain its principal business office within the State of Nebraska at the following address: 417 S 4th Street, Columbus, NE 68601.
- 1.5 Registered Agent.** Derek Sharman is the Company's initial registered agent in the State of Nebraska, and the registered office is 417 S 4th Street, Columbus, NE 68601.
- 1.6 Term.** The term of the Company commences on August 30, 2022 and shall continue perpetually unless sooner terminated as provided in this Agreement.
- 1.7 Names and Addresses of Members.** The Members' names and addresses are attached as Schedule 1 to this Agreement.
- 1.8 Admission of Additional Members.** Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2

CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

2.2 Additional Contributions. No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 No Interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Profits/Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 Distributions. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4

INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or

proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful

SECTION 5

POWERS AND DUTIES OF MANAGERS

5.1 Management of Company.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 **Organization Expenses.** All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 **Salary.** No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 **Legal and Accounting Services.** The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7

BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 **Method of Accounting.** The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 **Fiscal Year; Taxable Year.** The fiscal year and the taxable year of the Company is the calendar year.

7.3 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8

TRANSFER OF MEMBERSHIP INTEREST

8.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.

8.2 Right of First Refusal. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other

Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 Substituted Parties. Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

8.3.1 The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

8.3.2 The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 Death, Incompetency, or Bankruptcy of Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 Death Buy Out. Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the

Members unanimously decide to redetermine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:

- (1) \$1,000.00 in cash, bank cashier's check, or certified funds;
- (2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then existing Ownership Interests.

SECTION 9

DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 **Dissolution.** The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 **Winding Up.** On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in

connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10

GENERAL PROVISIONS

10.1 Amendments. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Nebraska (without regard to principles of conflicts of law).

10.3 Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 Attorney Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 Further Effect. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably

construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 Captions. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 Notices. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Derek Sharman

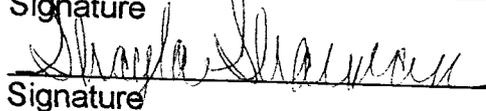
Printed/Typed Name



Signature

Shayla Sharman

Printed/Typed Name



Signature

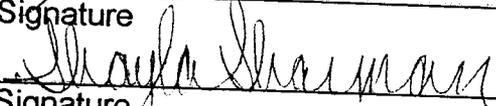
Listing of Members - Schedule 1

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR AITB, LLC
LISTING OF MEMBERS**

As of the 30th day of August 2022, the following is a list of Members of the Company:

NAME	ADDRESS
<u>Derek Sharman</u>	<u>417 S 4th Street</u> <u>Columbus, NE 68601</u>
<u>Shayla Sharman</u>	<u>417 S 4th Street</u> <u>Columbus, NE 68601</u>

Authorized by Member(s) to provide Member Listing as of this 30th day of August 2022.

<u>Derek Sharman</u>	<u></u>
Printed/Typed Name	Signature
<u>Shayla Sharman</u>	<u></u>
Printed/Typed Name	Signature

Listing of Capital Contributions - Schedule 2
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR AITB, LLC
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$1,000. The description and each individual portion of this initial contribution is as follows:

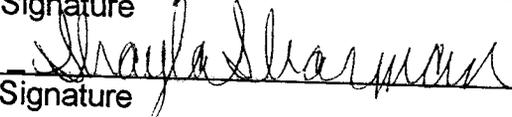
NAME	CONTRIBUTION	% OWNERSHIP
<u>Derek Sharman</u> (Member)	\$ <u>500</u>	<u>50</u> %
<u>Shayla Sharman</u> (Member)	\$ <u>500</u>	<u>50</u> %

SIGNED AND AGREED this 30th day of August 2022.

Derek Sharman
Printed/Typed Name


Signature

Shayla Sharman
Printed/Typed Name


Signature

Listing of Valuation of Members Interest - Schedule 3
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR AITB, LLC

VALUATION OF MEMBERS INTEREST

Pursuant to ARTICLE 8, the value of each Member's interest in the Company is endorsed as follows:

NAME	VALUATION ENDORSEMENT
<u>Derek Sharman</u>	\$ <u>500</u>
<u>Shayla Sharman</u>	\$ <u>500</u>

SIGNED AND AGREED this 30th day of August, 2022.

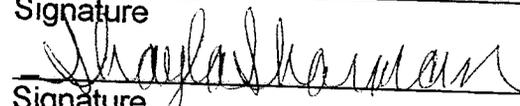
Derek Sharman

Printed/Typed Name


Signature

Shayla Sharman

Printed/Typed Name


Signature

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: 79560878
2/27/2023 06:48 PM

Status: **APPROVED**
Customer Name: Derek Sharman
Type: Visa
Credit Card Number: **** * 5510

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	76886020	\$400.00

Applicant Name:: **AITB LLC**
Trade Name (DBA):: **Axe in the Box**
Address:: **311 East 23rd Street**
City:: **Columbus**
State:: **NE**
Zip Code:: **68601**
Phone Number:: **402-276-7324**
Email Address:: **Dereksharman.4@gmail.com**

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

7.A.1. Application of Axe in the Box for Derek T. Sharman as manager in conjunction with liquor license.

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

MAR 02 2023

NEBRASKA LIQUOR
CONTROL COMMISSION

Manager must:

- Complete all sections of the application. Be sure it is signed by a **corporate officer**, corporate officer must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See Form 147 for further information, 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 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, 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

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

MAR 02 2023

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. See Form 147 for further information, this form MUST be included with your application.**
- ✓ **21 years of age or older**

Corporation/LLC information

Name of Corporation/LLC: AITB LLC

Premise information

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

Premise Trade Name/DBA: Axe in the Box

Premise Street Address: 311 E 23rd Street

City: Columbus County: Platte Zip Code: 68601 +2824

Premise Phone Number: N/A

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. Click on this link to see authorized individuals.
http://www.lcc.ne.gov/license_search/licsearch.cgi



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Sharman First Name: Derek MI: T

Home Address (include PO Box if applicable): 417 S 4th Street

City: Columbus County: Platte Zip Code: 68601 +7945

Home Phone Number: 402-276-7324 Business Phone Number: _____

Social Security Number: [REDACTED] Drivers License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Columbus, NE

Email address: dereksharman.4@gmail.com

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

YES NO

Spouse's information

Spouses Last Name: Sharman First Name: Shayla MI: A

Social Security Number: [REDACTED] Drivers License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Columbus, 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
Derek & Shayla Sharman; Columbus, NE	2012	Present			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2019	Present	NPPD	Mark Albrecht	877-275-6773
2017	2019	BD	Pat Kuta	402-910-3397

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. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

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: N/A Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Derek Sharman		none

*For list of NLCC Certified Training Programs see www.lee.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Derek Sharman		No Alcohol related experience

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

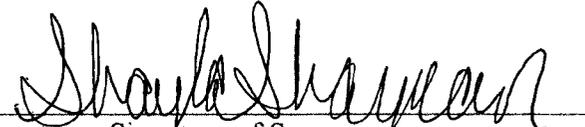
PERSONAL OATH AND CONSENT OF INVESTIGATION

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.

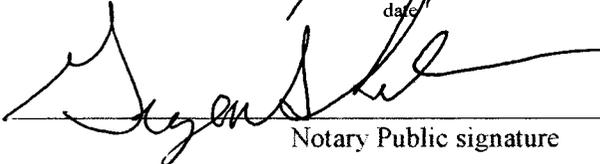
The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

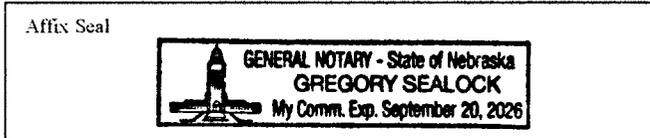

Signature of Manager Applicant


Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Platte The foregoing instrument was acknowledged before me this
February 27 2023 by Derek + Shayla Sharman
date name of person 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.

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES - None

10. REPORTS OF COUNCIL COMMITTEES - None

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION - None

13. NEW BUSINESS

13.A. Request to waive notice and public hearing requirements and approve application of Columbus Rescue Mission, Inc. for permit to move garage from 1471 25 Avenue to 1112 15 Street.

**CITY OF COLUMBUS
MEMORANDUM**

DATE: March 28, 2023
FROM: Andy Woehrer
TO: City Council Members
RE: Garage Moving Permit

RECOMMENDATION:

I recommend the City Council waive the Public Hearing/ Notification requirements and approve the garage moving permit.

DISCUSSION:

We have received an application to move a garage from 1471 25th Ave to 1112 15th Street. The ordinance allows the City Council to waive the Public Hearing and notification requirements for buildings under 600 square feet and not used for human occupancy. I have inspected the structure and recommend approval of the waiver and approval of the moving permit.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the request.

SIGNATURE:

By: Andy J. Woehrer

Approved By: 

CITY OF COLUMBUS
APPLICATION FOR BUILDING MOVING

A PERMIT IS HEREBY REQUESTED TO MOVE THE FOLLOWING BUILDING OR STRUCTURE OUT OF, WITHIN OR THROUGH THE CITY OF COLUMBUS, IN ACCORDANCE WITH TITLE XI, CHAPTER 114 OF THE COLUMBUS CITY CODE, ANY CHANGES FROM THE APPROVED MOVING DATE AND TIME MUST BE SUBMITTED IN WRITING TO THE BUILDING OFFICIAL.

BUILDING MOVER AND EQUIPMENT

NAME Scrib's House Moving, Inc.
ADDRESS 109 N 12th Street P.O. Box 2
CITY David City STATE NE ZIP 68632
TELEPHONE (402) 367-3835
LICENSED YES NO INSURED: YES NO
(Per Section 114.05 of Columbus City Code)

TYPE OF EQUIPMENT TO BE USED IN MOVING: Goose neck trailer and steel beams

Please attach a certificate from the County Treasurer showing that all taxes and special assessments then due against the building and lot on which the building stands have been paid. Check if attached. Tax Exempt (Exhibit "A")

BUILDING TO BE MOVED

DESCRIPTION OF THE BUILDING: 24' x 22' garage
CURRENT ADDRESS OF BUILDING: 1471 25th Avenue, Columbus, NE 68601
CURRENT LEGAL DESCRIPTION: LOT NO. 3,4 BLOCK NO. 49
ADDITION/SUBDIVISION Original City of Columbus
FLOOR AREA (Sq. Feet) 528

A photograph of the building is required. Check if attached. (Exhibit "B")

LOCATION TO BE MOVED TO

ADDRESS: 1112 15th Street, Columbus, NE 68601
LEGAL DESCRIPTION; LOT NO. _____ BLOCK NO. _____ ADDITION/SUBDIVISION (See attached Exhibit "C")
LOT SIZE: irregular X _____ = ~ 89,179 SQUARE FEET (See attached Exhibit "D")
NUMBER OF STORIES WHEN COMPLETED: 1

PROPOSED USE OF THE BUILDING AT THE NEW SITE: garage

BUILDING OWNER

NAME Columbus Rescue Mission, Inc.
ADDRESS 1112 15th Street, P.O. Box 1604
CITY Columbus STATE NE ZIP 68602-1604
TELEPHONE (402) 563-1096

MOVING DATE

DATE: April 23, 2023 TIME WHICH THE BUILDING WILL BE MOVED: morning

LENGTH OF TIME REQUIRED FOR MOVING: 1/2 day

ROUTE (Attach map): (Exhibit "E")

Starting at 15th Street and 25th Avenue then east on 15th Street to 11th Avenue and 15th Street

HEIGHT & WIDTH

HEIGHT (When Loaded): 15 FEET 4 INCHES

Should the building in its height exceed 18 feet, a request to allow the same shall be submitted along with the application for moving permit setting forth the height of the loaded building. The notices required under Section 114.12 shall include the proposed request to exceed the height limitation and shall set forth the loaded height of the building to be moved. After public hearings before each such body, the Planning Commission and the City Council shall take such action as set forth in Section 114.08. The Planning Commission and the Mayor and City Council shall take into consideration those factors set forth in Sections 114.14 and 114.15 of the City Code.

WIDTH (including any overhang or extension): 24 FEET 0 INCHES

The maximum width is the narrowest street or road width on the designated route. The street or road width shall be defined as the maintained surface. The width includes the eaves or any other extension of the building.

In addition, the following documents must accompany this application:

- 1. A signed statement from electric, telephone and cable companies and also from any railroad, telegraph or other utility company that has lines crossing the proposed route that said move meets with their approval. If said move will interfere with said utility company, the signed statement must contain the nature and duration of the interference, the portions of the City to be affected and whether said utility company has approved the move.
- 2. Certification from the Police Chief or designee that he or his designee has reviewed the date, time, and route along with any recommendations for the move.
- 3. Verification that the Building Official has inspected the building to determine the feasibility of moving it and compliance with Chapter 14 of the City Code once relocated, and that following such inspection he has approved the building for the move subject to a list of what, if any, changes, alterations or corrections need to be made to the building once relocated. The building permit obtained for said relocated building shall require said list of changes, alterations or corrections to be complied with.
- 4. Verification that the Building Official has ascertained that the size, condition, proposed use and proposed construction alterations are in accordance with the Zoning Regulations of the City.
- 5. Verification that a building permit has been applied for and approved for the relocated building.
- 6. A signed statement from a tree service insured and registered with the City of Columbus as provided for in Section 96-11 of the Columbus City Code stating that any needed trimming of trees or shrubbery will not damage or otherwise disturb said trees or shrubbery.

1000
(see attached email)

The application shall be submitted to the City Clerk along with the required fee at least 21 calendar days before the Planning Commission meeting at which the application will be considered. The City Clerk shall then schedule the application for public hearing before the Planning Commission and before the City Council. The Building Official will report on the application for a moving permit to the Planning Commission, which shall investigate the matter. The Planning Commission, following ten days notice as required by the Notice provisions set forth in Section 114.12 of Columbus City Code, shall hold a public hearing and following such public hearing, shall recommend to the City Council the granting or denial of the permit. The City Council, after the ten day notice and publication requirements of Section 114.12 of Columbus City Code have been complied with, shall hold a public hearing thereon, and following such public hearing shall grant or deny the permit.

NOTIFICATIONS AS REQUIRED

	NOTIFICATION ACKNOWLEDGED BY:	DATE
TELEPHONE:	<u>Rosemary Jones, Frontier</u>	<u>3-21-23</u>
ELECTRICAL:	<u>Walter Casper</u>	<u>3-20-2023</u>
CABLE TV:	<u>(see next page)</u>	
NATURAL GAS:	<u>[Signature]</u>	<u>3/29/2023</u>
POLICE DEPARTMENT:	<u>Charles L. Sherer</u>	<u>3/28/23</u>
STREET DEPARTMENT:	<u>Chita Blum</u>	<u>3/28/23</u>
FIRE DEPARTMENT:	<u>Ado Jones</u>	<u>3/29/23</u>
COUNTY HIGHWAY DEPARTMENT IF APPLICABLE:		
<u>RAILROAD OR OTHER UTILITY THAT HAS LINES CROSSING THE PROPOSED ROUTE:</u>		
	<u>ALLO CHUCK JAYMES [Signature]</u>	<u>3/20/23</u>
<u>COUNTY SHERIFF DEPARTMENT</u>		

REQUIRED HEARING NOTICE AND PUBLICATION

Prior to consideration of a building moving application by the Planning Commission and by the City Council, notice of public hearing before the Planning Commission and before the City Council shall be provided as follows:

- Posted Notice: Notice shall be posted in a conspicuous place on or near the property to which said house or building is to be moved (unless it is being moved outside the City) and on or near the building to be moved at least ten (10) days prior to the date of such public hearing. Each notice shall not be less than eighteen inches (18") in height and twenty-four inches (24") in width, with black letters of not less than one and one-half inches (1 1/2") in height on yellow or white background. Such posted notice shall be so placed upon such premises that it is easily visible from the street nearest the same. It shall be the duty of the applicant to make sure the signs are laminated or otherwise protected from the weather so that they remain visible and legible for said ten-day period of time and in the event any sign is removed, the applicant to make sure the signs remain posted for the ten day period of time and in the event any sign is removed, mutilated, destroyed or changed, it shall be the duty of the applicant to promptly post a new sign for the remainder of the ten-day period.
- Notice of Publication: At least ten days before the date of the hearing the City Clerk, at the expense of the applicant, shall have published in a daily newspaper having a general circulation in the City of Columbus a notice of the time, place and subject matter of such hearing. Said notice shall also contain the designated moving route. Notice by Personal Service or Mail: The applicant for such moving permit shall either personally serve or mail to the owners of all real estate within 300 feet of the real estate onto which the building is to be moved a written notice of the request for moving permit, setting forth the legal description and address of the location of the property onto which the building is to be moved, along with the date, time and place of such hearing at least ten days prior to the date of such hearing.
- Affidavit of Compliance: The applicant shall be responsible for filing with the City Clerk on the date of the hearing an Affidavit of Hearing Notice Compliance. Said Affidavit shall verify that all notice requirements of this section have been complied with. Said Affidavit shall be submitted on a form approved by the City Clerk's Office.

The application shall be submitted to the City Clerk along with the required fee at least 21 calendar days before the Planning Commission meeting at which the application will be considered. The City Clerk shall then schedule the application for public hearing before the Planning Commission and before the City Council. The Building Official will report on the application for a moving permit to the Planning Commission, which shall investigate the matter. The Planning Commission, following ten days notice as required by the Notice provisions set forth in Section 114.12 of Columbus City Code, shall hold a public hearing and following such public hearing, shall recommend to the City Council the granting or denial of the permit. The City Council, after the ten day notice and publication requirements of Section 114.12 of Columbus City Code have been complied with, shall hold a public hearing thereon, and following such public hearing shall grant or deny the permit.

NOTIFICATIONS AS REQUIRED

NOTIFICATION ACKNOWLEDGED BY:	DATE
TELEPHONE: _____	_____
ELECTRICAL: _____	_____
CABLE TV: <u>T. Strain</u> <u>TODD STRAIN</u>	<u>MARCH 21, 2023</u>
NATURAL GAS: _____	_____
POLICE DEPARTMENT: _____	_____
STREET DEPARTMENT: _____	_____
FIRE DEPARTMENT: _____	_____
COUNTY HIGHWAY DEPARTMENT IF APPLICABLE: _____	_____
<u>RAILROAD OR OTHER UTILITY THAT HAS LINES CROSSING THE PROPOSED ROUTE:</u>	

COUNTY SHERIFF DEPARTMENT _____	_____

REQUIRED HEARING NOTICE AND PUBLICATION

Prior to consideration of a building moving application by the Planning Commission and by the City Council, notice of public hearing before the Planning Commission and before the City Council shall be provided as follows:

1. Posted Notice: Notice shall be posted in a conspicuous place on or near the property to which said house or building is to be moved (unless it is being moved outside the City) and on or near the building to be moved at least ten (10) days prior to the date of such public hearing. Each notice shall not be less than eighteen inches (18") in height and twenty-four inches (24") in width, with black letters of not less than one and one-half inches (1 1/2") in height on yellow or white background. Such posted notice shall be so placed upon such premises that it is easily visible from the street nearest the same. It shall be the duty of the applicant to make sure the signs are laminated or otherwise protected from the weather so that they remain visible and legible for said ten-day period of time and in the event any sign is removed, the applicant to make sure the signs remain posted for the ten day period of time and in the event any sign is removed, mutilated, destroyed or changed, it shall be the duty of the applicant to promptly post a new sign for the remainder of the ten-day period.

3. Notice of Publication: At least ten days before the date of the hearing the City Clerk, at the expense of the applicant, shall have published in a daily newspaper having a general circulation in the City of Columbus a notice of the time, place and subject matter of such hearing. Said notice shall also contain the designated moving route. Notice by Personal Service or Mail: The applicant for such moving permit shall either personally serve or mail to the owners of all real estate within 300 feet of the real estate onto which the building is to be moved a written notice of the request for moving permit, setting forth the legal description and address of the location of the property onto which the building is to be moved, along with the date, time and place of such hearing at least ten days prior to the date of such hearing.

4. Affidavit of Compliance: The applicant shall be responsible for filing with the City Clerk on the date of the hearing an Affidavit of Hearing Notice Compliance. Said Affidavit shall verify that all notice requirements of this section have been complied with. Said Affidavit shall be submitted on a form approved by the City Clerk's Office.

Adame, Vanessa

From: Clark's assistant <assistant@grantattorney.com>
Sent: Tuesday, March 28, 2023 5:02 PM
To: Adame, Vanessa
Subject: FW: Tree trimming on 15th st.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is SAFE.

From: Jeremy Tucker <sawstakes@yahoo.com>
Sent: Tuesday, March 28, 2023 4:09 PM
To: Clark's assistant <assistant@grantattorney.com>; krystal@barcelent.com
Subject: Tree trimming on 15th st.

JEREMY TUCKER
6192 SHADY LAKE ROAD
COLUMBUS NEBRASKA 68601
PRECISION TREE SERVICE

Description	Quantity	Per unit	Cost
Tree trimming to the height of 15-5" for building move on 15th st from 25-12 Ave.	1	1500	1500
Trimming will be done in a professional manner where trees will not be damaged.			0
			
		Subtotal	\$ 1,500.00
		Total	\$ 1,500.00

NOTICE OF MOVING ROUTE

- (A) Prior to the actual move of a building, the applicant for such moving permit shall provide Notice of the Move by publication in a daily newspaper having a general circulation in the City in a form as provided for in the Permit Application. The Notice shall be published at least seven (7) days before the scheduled move and shall contain the designated moving route and include notification that electrical power to the businesses or residences along the moving route may be affected by the move. The notice shall contain the name, address and telephone number of the following: the building owner, the building mover, and the utility companies. The notice shall also set forth the date of the move, an alternate date for such move, and a time frame within which the move is to take place.
- (B) The applicant shall be responsible for filing an Affidavit of Publication provided by the Columbus Telegram with the City Clerk. The affidavit shall be filed before the move commences and shall verify that the notice requirement of this section has been complied with.

INDEMNIFICATION AND HOLD HARMLESS

By signing and submitting this application, as the building mover I understand and agree that should my permit/license be granted: I shall fully protect the City for damages sustained to persons or property, resulting from the moving of any building or parts thereof within the City and shall indemnify and keep the City harmless from any and all suits, costs, judgments, exactions, executions and liabilities as to personal injuries or property damage in connection with, or related to, either directly or indirectly, any building move or the issuance of such permit/license.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS CORRECT AND THAT I AGREE TO ABIDE BY ANY AND ALL PROVISIONS MADE BY AUTHORIZED CITY OFFICIALS OR BOARDS OR ORDINANCES OF THE CITY OF COLUMBUS, UPON WHICH THIS APPLICATION IS BASED. THE UNDERSIGNED AGREES TO READ AND ABIDE BY ALL PROVISIONS OF THE CITY COAD REGULATING BUILDING MOVING, SECTIONS 114.01 TO 114.25.

DATE 3-20-23

Natasha Joshi
OWNER OF BUILDING (Signature Required)

FEES _____

William J Sata
BUILDING MOVER (Signature Required)

RECEIPT NO. _____

BUILDING INSPECTION

BUILDING INSPECTED BY: Andy Wehrer

CONDITION SATISFACTORY FOR MOVING: YES NO

Andrew J Wehrer
BUILDING INSPECTOR

PLANNING COMMISSION APPROVED _____ DENIED _____ DATE _____

CITY COUNCIL APPROVED _____ DENIED _____ DATE _____

PERMIT NO. _____ ISSUED _____

WORK COMPLETED DATE: _____

Parcel Information	
Parcel ID:	710000686
Map Number	-000-00-0049-00020
State Geo Code	2405-00-0-10000-049-0020
Cadastral #	6-231
Images	Photo #1 Sketch #1
Current Owner:	CITY OF COLUMBUS 2424 14 ST COLUMBUS, NE 68601
Situs Address:	1471 25 AVE COLUMBUS
Tax District:	1
School District:	COLUMBUS 1, 71-0001
Account Type:	Exempt
Legal Description:	N66' LTS 3-4 EXC E1' N1/2 LT 3 BLK 49 ORIGINAL COLUMBUS
Lot Width:	N/A
Lot Depth:	N/A
Total Lot Size:	N/A

Assessed Values					
Year	Total	Land	Outbuilding	Dwelling	
2022	\$0	\$0	\$0	\$0	\$0
2021					

2022 Tax Levy	
Description	Rate
CENTRAL COMMUNITY COLLEGE	0.09027200
ESU #7	0.01500000
COLUMBUS 1	1.05738400
PLATTE COUNTY	0.19469300
AG SOCIETY	0.01067000
COLUMBUS 1 BOND	0.16957300
LOWER LOUP NRD	0.03670000
COLUMBUS CITY	0.31518600

Sales Information					
Sale Date	Sale Price	Book & Page	Grantor	Parcel Ids	
01/06/2023	\$150,000.00	253 / 797	COLUMBUS RESCUE MISSION INC AKA HARBOUR OF HOPE		





tabbles[®] EXHIBIT
"B"

Lot 6, except the West 8 feet of the North 56 feet, Block 1, Liss Addition to the City of Columbus, Platte County, Nebraska;

And

All that part of Block 7, Columbus Industrial Site Subdivision, City of Columbus, Platte County, lying west of the Union Pacific Railroad right-of-way line, bounded by a line described as follows: Commencing at the center of Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, thence Westerly on the one-fourth section line and the North property line of 15th Street, a distance of 111.9 feet to the intersection of the West right-of-way line of the Union Pacific Railroad with said North property line of 15th Street, the point of beginning; thence Northwesterly along a straight line located 10.0 feet West of and parallel to the center line of the Union Pacific Railroad a distance of 387.26 feet; thence Northwesterly along a circular arc with a radius of 754.49 feet 10 feet from and parallel to the center line of the Union Pacific Railroad track, a distance of 398.34 feet; thence Northwesterly on a straight line 10 feet from and parallel to the center line of the Union Pacific Railroad track a distance of 26.49 feet to the intersection of said line with the east property line of 12th Avenue; thence Southerly along the East property line of 12th Avenue a distance of 308.5 feet; thence Easterly along a straight line a distance of 136.1 feet; thence Southerly along a straight line a distance of 320.00 feet to the intersection of said line; with the North property line of 15th Street; thence Easterly along the North property line of 15th Street a distance of 364.66 feet, to the point of beginning.

Except all the land described as follows:

Commencing at a point where the center line of 16th Street extended Easterly would intersect the East line of 12th Avenue, thence North along the East line of 12th Avenue for a distance of 308.5 feet; thence in a Southeasterly direction along the West line of the Union Pacific Railroad Co. switch track right of way to where said West line of Union Pacific Railroad Co. right of way intersects the center line of 16th Street extended; thence West 323.95 feet along the center line of 16th Street extended to the point of beginning; all being in Block 7 of the Columbus Industrial Site Subdivision in the S1/2 SE1/4 NW1/4 of Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska;

And

Commencing at a point where the South line of the 40 foot street platted and dedicated in Simpsons Addition to the City of Columbus, Nebraska, intersects the West line of the Union Pacific R.R. Co. switch track right of way, being the point of beginning, thence West 187.85 feet along the South line of said 40 foot street, thence North 20 feet on a line parallel with the West line of said Simpsons Addition to the center line of said 40 foot street, thence East parallel with the South line of said 40 foot street, to the West line of said Union Pacific R.R. Co. switch track right of way, thence Southeasterly along the west line of the Union Pacific R.R. switch track right of way to the point of beginning, all being in Simpsons Addition to the City of Columbus, located in Block 7 of the Columbus Industrial Site Subdivision in the S1/2 SE1/4 NW1/4 of Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska;

And

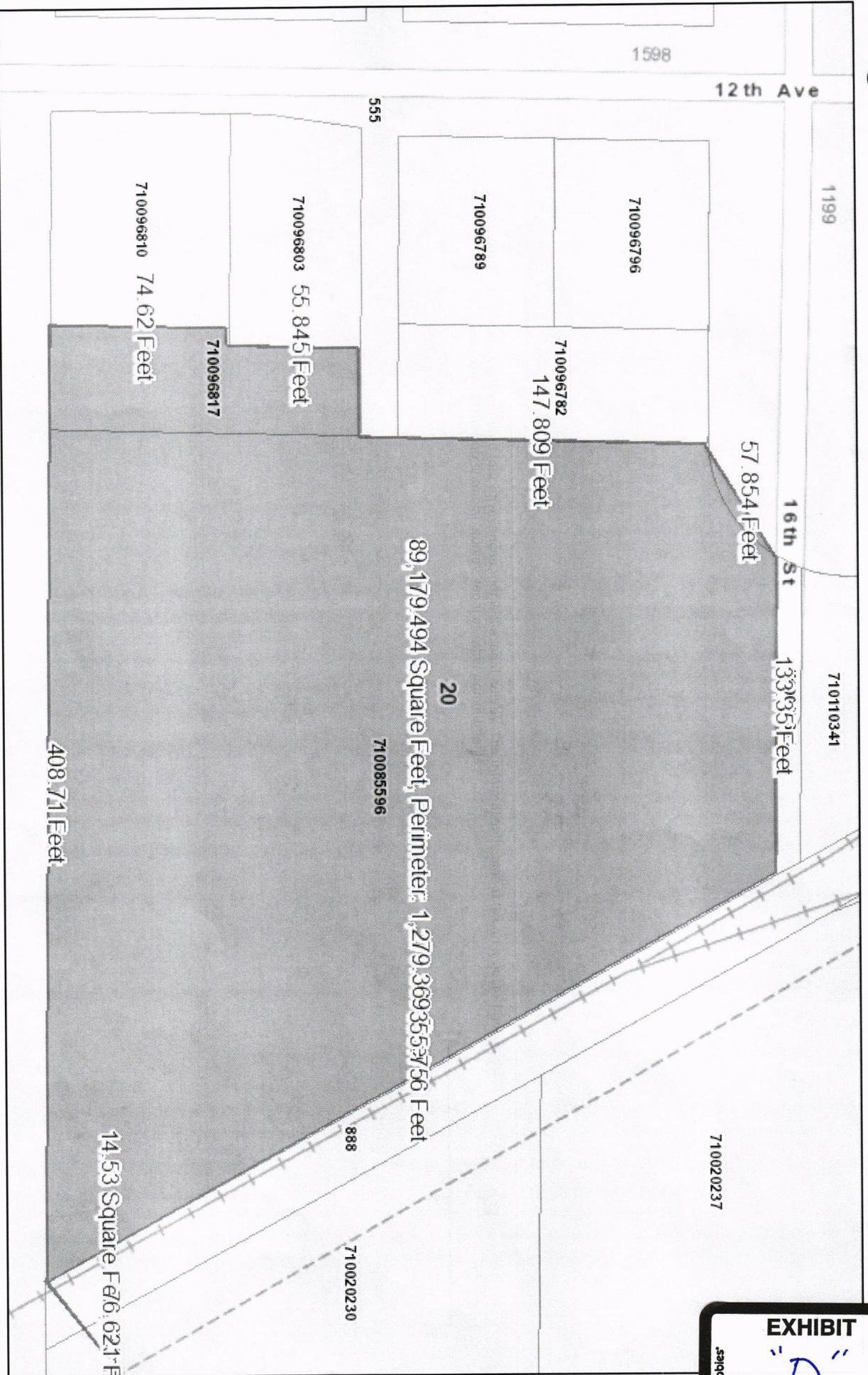
A tract of land in Block 7, Columbus Industrial Site Subdivision in the S1/2 SE1/4 NW1/4 of Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at a point on the center line of 16th Street said point being the Northeast corner of Liss Addition, thence South on the East line of Liss Addition, a distance of 40 feet, thence Northeasterly on a curve to the left of 60 foot radius to the Southwest corner of Lot 6 of Simpson's Addition, thence West 52.7 feet to the point of beginning,

And

The North 10 feet of the part of Block 7, Columbus Industrial Site Subdivision, lying West of the railroad tracks, remaining after Simpsons Addition to the City of Columbus was created, all located in the SE1/4 NW1/4 of Section 20, Township 17 North, Range 1 East of the 6th P.M. in the City of Columbus, Platte County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of the said part of Block 7 which is also the Southeast Corner of Lot 6 of said Simpson Addition; thence 125.15 feet West along the North line of the said part of Block 7 which is also the South line of Lot 6 of said Simpson Addition to the Southwest corner of Lot 6 of said Simpson Addition; thence 10.97 feet Southwesterly around a 60 foot radius curve which is the street right of way line of a cul-de-sac on 16th Street; thence 135.25 feet East, 10.0 feet South of and parallel to the North line of the said part of Block 7 which is also the South line of Lot 6 of said Simpson Addition; thence 11.2 feet Northwesterly along the railroad tracks to the place of beginning.





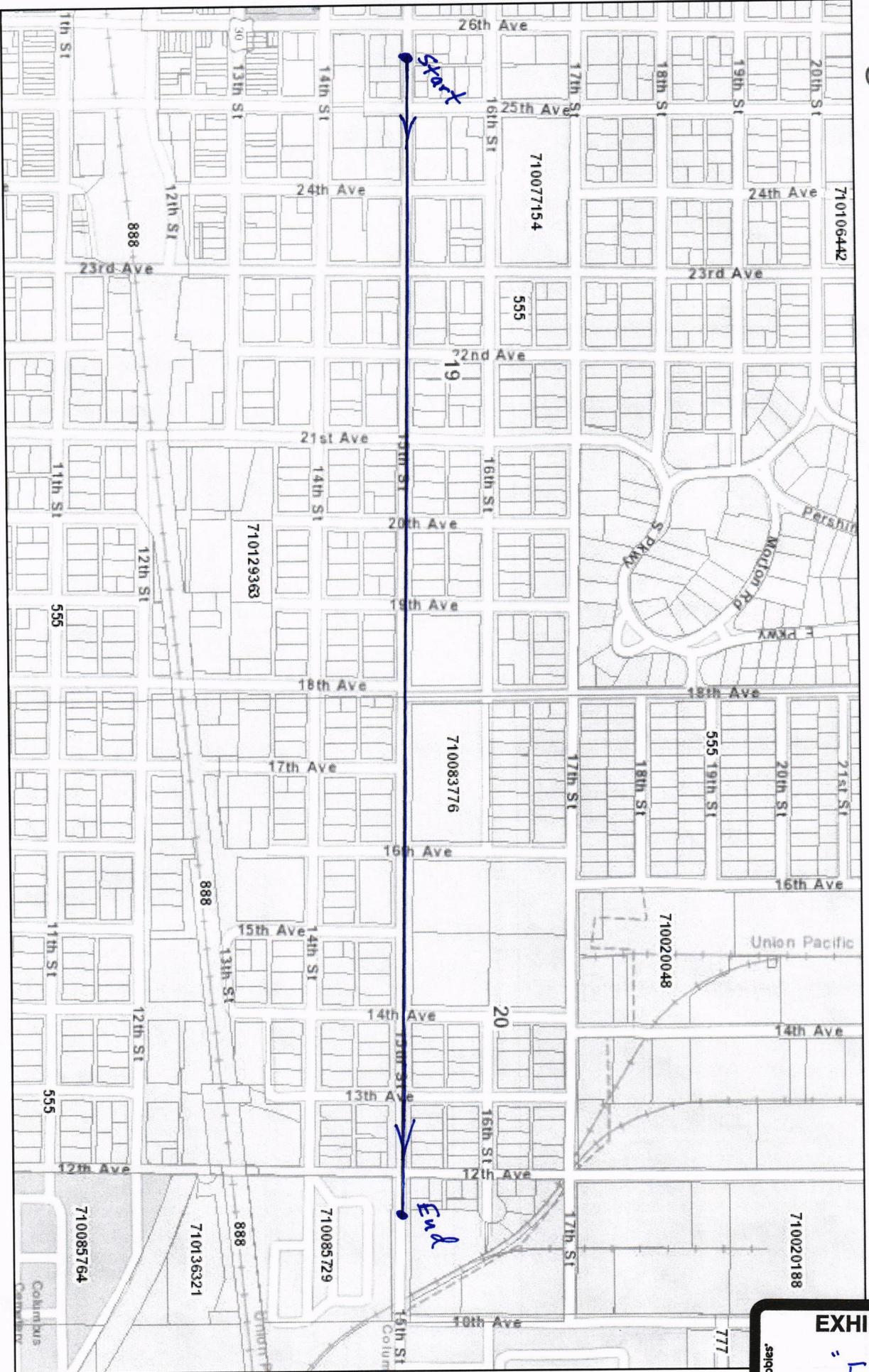
March 15, 2023

- Parcels
- Sections

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



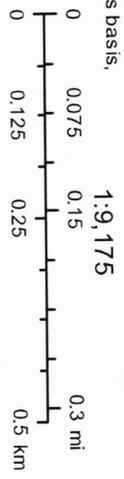
EXHIBIT
"D"



March 15, 2023

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

- Parcels
- Sections



EXHIBIT

"E"

jabber

13.B. Reallocate \$165,000 of 2022-2023 budgeted fire department capital funds from repeaters to repair and maintenance of ladder truck.

**Columbus Fire Department
Memorandum
For Record**

DATE: 22 March 2023
TO: Tara Vasicek, City Administrator
FROM: Ryan Gray, Fire Chief
RE: Re-Allocation of Capital Funds

RECOMMENDATION:

Re-allocate \$165,000 of capital funds from repeaters to maintenance of current ladder truck.

DISCUSSION:

Included in this fiscal year's budget was \$165,000 for two new repeaters for the fire department's radio system. Working through the process of obtaining these repeaters, it was determined that the JCC would purchase them using their budgeted funds, instead of the fire department purchasing them. The JCC has gotten approval from the JCC Committee to move forward with this purchase and will be taking it to the County BOS and City Council for final approval in the very near future.

Our current ladder truck has recently experienced a myriad of problems including; hydraulic leaks, electrical malfunctions, fire pump inconsistencies, and motor troubles. This apparatus will require a significant amount of repairs in order for us to keep it in service. Currently the truck is out of service due to the unreliability in its current state. We do not have the funds in our current operations and maintenance budget to have the needed work performed.

In an effort to be as fiscally responsible as possible and delay the purchase of a new ladder truck, which is currently in the neighborhood of \$1,800,000 to \$2,500,000, I am requesting that we be allowed to re-allocate the \$165,000 from repeaters to ladder truck maintenance.

If allowed, we will get a detailed quote on an overall cost to fix everything that is currently in need of repair. If the project is going to exceed the \$165,000 we would complete the most pressing repairs within the budgeted amount and request additional fund in the 23/24 budget as a priority.

FISCAL IMPACT:

It is our hope that by completing these repairs, we will be able to delay the purchase of a new ladder truck until a later date. The truck is a 2012, and should be replaced by the 20 year mark which would be 2032.

ALTERNATIVES:

Look into replacing the current ladder truck with a new apparatus in FY23/24.

SIGNATURE:

BY: *RGray*
FINANCE DIRECTOR: *Leather Lindsley*
CITY ADMINISTRATOR: *Jeff Smith*

13.C. Purchase of furniture, fixtures, and equipment from Best Buy, CleanWash, Butler Human Services, Fire Station Furniture, Vevor, and Sandry Fire Equipment in the total amount of \$112,858.79 for Charlie Louis Fire Station.

**Columbus Fire Department
Memorandum
For Record**

DATE: 29 March 2023
TO: Tara Vasicek, City Administrator
FROM: Ryan Gray, Fire Chief
RE: Charlie Louis FF&E

RECOMMENDATION:

Purchase the FF&E outlined for Charlie Louis.

DISCUSSION:

After multiple discussions with City Engineer Rick Bogus, and BD Construction the following items are being requested as FF&E for Charlie Louis.

Best Buy

- Summit Under-Counter Ice Maker-\$2,884.99
- 3 LG Refrigerators-\$4,799.97
- 4 Samsung 43" TV-\$1,199.96
- 1 Samsung 55" TV-\$399.99
- 1 Samsung 65" TV-\$499.99
- 1 Whirlpool Gas Range-\$1531.42
- 3 GE Microwaves-\$1,349.97

CleanWash

- 2 SpeedQueen Front Load Washers-\$4,852.80
- 2 SpeedQueen Gas Dryers-\$2,040

Butler Human Services

- 4 Twin XL Bed with Storage Lockers-\$4,736.00
- 4 Twin XL Platforms-\$544.00

Fire Station Furniture

- 4 Twin XL Mattresses-\$1,599.96
- 4 Recliners-\$4,599.96
- 4 Office Chairs-\$1,399.96
- 4 Task Chairs-\$799.96
- 1 Dining Table-\$879.99
- 6 Dining Chairs-\$1,319.94
- 4 Counter Stools-\$959.96

- 1 TV/Entertainment Center-\$899.99

Vevor

- 1 Commercial Ice Maker-\$2522.99

Sandry Fire Equipment

- 1 Mako SCBA Compressor and Fill Station-\$72,387.00

These items were chosen to be the same items that were used in Station 1. For those items that were not able to be the same, we selected the closest alternative.

The City will need to open a business account with Best Buy in order to make tax free purchases from them. I have the necessary paperwork and will work with Finance to set up the account if the purchases are approved.

I have attached to this memo, the breakdown of prices received and the appropriate quotes. It was somewhat of a challenge receiving quotes from some companies, but I feel that the prices received are fair and reasonable.

FISCAL IMPACT:

Total FF&E cost is \$112,858.79. Rick has checked the budget and feels as if this amount is appropriate and confirmed that it will fit within the project budget.

ALTERNATIVES:

N/A

SIGNATURE:

BY: *RGray*

CITY ADMINISTRATOR: *Tara Vasicek*

Gray, Ryan

From: William.Holmquist@bestbuy.com
Sent: Friday, March 17, 2023 2:33 PM
To: Gray, Ryan
Subject: Your Best Buy For Business Quote - [243032904]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is SAFE.



Quotation Number: [243032904](#)

Best Buy For Business
7601 Penn Avenue South
Richfield, MN 55422-3645

To	Info	From
Ryan Gray Columbus Fire Department 4630 HOWARD BLVD COLUMBUS, NE 68601	Request Date: 02/14/23 Expiration Date: 03/24/23 Customer Number: 4291214 Customer PO#: N/A Payment Type: Credit card	William.Holmquist@bestbuy.com Business Professional Best Buy For Business Phone: 612-292-0349 Ext. 20349 Fax: 952-430-9011

Dear Ryan Gray ,

Thank you for requesting a quote for the following item(s) from Best Buy For Business:

Sold To	Bill To	Ship To
Ryan Gray Columbus Fire Department	Ryan Gray Columbus Fire Department	Ryan Gray Columbus Fire Department

4630 HOWARD BLVD
COLUMBUS, NE 68601

4630 HOWARD BLVD
COLUMBUS, NE 68601

4630 HOWARD BLVD
COLUMBUS, NE 68601

Qty	Description	Item#/Mfr#	Price	Ext. Price
1	Summit Appliance - 15" 62-Lb. Freestanding Icemaker - Stainless steel	BB21547879 80070 BIM68OSPUMP	\$2,884.99	\$2,884.99
	Availability: In Stock			
	Special Delivery			
<hr/>				
1	Whirlpool WEG750H0HZ - range - built-in	BB20778020 66410 WEG750H0HZ	\$1,599.99	Sale:\$1,599.99 Reg.:\$2,399.99
	Availability: Usually ships in 3 - 5 days			Save:\$800.00
	Special Delivery			
<hr/>				
1	Bosch Ascenta SHE3AR75UC dishwasher - built-in - 24" - stainless steel	BB11270176 124460 SHE3AR75UC	\$649.99	\$649.99
	Availability: Usually ships in 3 - 5 days			

Special Delivery

3	GE Profile - 2.2 Cu. Ft. Built-In Microwave - Gray	BB21200210 290490 PEB7227ANDD	\$449.99	\$1,349.97
	Availability: Usually ships in 3 - 5 days			

Standard Delivery

1	Samsung - 65" Class 7 Series LED 4K UHD Smart Tizen TV	BB21490689 14040 UN65TU7000FXZA	\$479.99	Sale:\$479.99 Reg.:\$499.99
	Availability: In Stock			
				Save:\$20.00

1	Samsung - 55" Class 7 Series LED 4K UHD Smart Tizen TV	BB21490694 14040 UN55TU7000FXZA	\$379.99	Sale:\$379.99 Reg.:\$399.99
	Availability: In Stock			
				Save:\$20.00

1	Samsung - 43" Class 7 Series LED 4K UHD Smart Tizen TV	BB21490696 14040 UN43TU7000FXZA	\$279.99	Sale:\$279.99 Reg.:\$299.99
Availability: In Stock				
Save:\$20.00				

3	LG - 25.5 Cu. Ft. Bottom-Freezer Refrigerator with Ice Maker - Stainless steel	BB21463102 304960 LRDCS2603S	\$1,599.99	Sale:\$4,799.97 Reg.:\$5,399.97
Availability: Usually ships in 3 - 5 days				
Save:\$600.00				

1	Smart Choice - Universal 6' Deluxe Dishwasher Install Kit - Multi	BB20457091 305530 5304504505	\$34.99	\$34.99
Availability: Usually ships in 3 - 5 days				

1	Smart Choice - Stainless-Steel Refrigerator Waterline Kit Required for Hook-Up - Silver	BB10941294 305530 5308815008/5304490728	\$29.99	\$29.99
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Availability: Usually ships in 3 - 5 days

Notes:

Product Total:	\$12,489.86
Delivery/Shipping:	FREE
Est. Tax:	\$0.00

This Order is estimated as tax exempt. Exempt status is determined at the time of order through enrolling with our "Tax Exempt Quick Card" or by using a Government purchase card. For more details please click [here](#)

Quote Total:	\$12,489.86
--------------	-------------

We will honor the prices on this quote through the expiration date noted above. Please know that rapid changes in our business, from changes in technology to product availability, prevent us from guaranteeing that all the items on this quote will be available for purchase in the future. In that case we promise to work with you to make changes or modifications to your order.

If you have any questions, please call Customer Support at 1-800-373-3050, and a representative will be happy to assist you or [Place this Order online](#)

Thank you for partnering with Best Buy For Business. We appreciate your business and look forward to working with you again soon.

Sincerely,
William Holmquist
612-292-0349
Best Buy For Business
BestBuyForBusiness.com

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4808 S 26TH ST
 OMAHA, NE 68107 US
 +1 4025054956
 Info@clslaundry.com

ADDRESS

Dan Miller
 Columbus Fire Department
 1459 26th ave
 Columbus, NE 68601 USA

SHIP TO

Dan Miller
 Columbus Fire Department
 Dan Miller
 1459 26th ave
 Columbus, NE 68601
 USA

Estimate 5128**DATE 02/10/2023**

DESCRIPTION	QTY	RATE	AMOUNT
Speed Queen, front load washer, front control, 120/60/1, white, pump - List \$3033.00	2	2,426.40	4,852.80T
Speed Queen Gas Dryer, front control, 120/60/1, white, solid door - List \$1275.00	2	1,020.00	2,040.00T
SUBTOTAL			6,892.80
TAX			0.00
SHIPPING			210.00
TOTAL			\$7,102.80

Accepted By

Accepted Date

Better results, better value with CleanWash Laundry Chemicals. Call Kevin Carlson at 402-594-1284 for your free evaluation!



Quote

Working Fire Furniture & Mattress Co. Inc.
 PO Box 1310
 Mebane NC 27302 US
 brandon@firestationfurniture.com
 855-956-3473

DATE	EXPIRATION	QUOTE #
2/3/2023	4/4/2023	7983
		PO #

BILL TO
 Ryan Gray
 Columbus Fire Department
 4630 Howard Blvd.
 Columbus NE 68601

SHIP TO
 Ryan Gray
 Columbus Fire Department
 4630 Howard Blvd
 Columbus NE 68601

ITEM LIST	QTY	EACH	AMOUNT
UFF-NR-BS Duty-Built® Ultimate Firefighter Recliner - Rocking/Blk	4.00	1,149.99	4,599.96
FHC-FBL-TXL Firehouse Collection Classic Bed w/Storage Lockers - Twin XL/Chestnut	4.00	1,449.99	5,799.96
DB-90272 Duty-Built™ High-Back Swivel Office Chair w/Lumbar Support	4.00	349.99	1,399.96
DB-508 Duty-Built® Sled Base Chair/Black Synthetic Leather	4.00	199.99	799.96
FHC-CLDT-W Firehouse Collection Classic Dining Table - Wood top - Large/Chestnut	1.00	879.99	879.99
FHC-LBDC-P Firehouse Collection Ladder-Back Dining Chair - Padded Seat/Black Frame	6.00	219.99	1,319.94
FHC-VSCS-W Firehouse Collection Vertical Slat Counter Stool - Wood Seat/Chestnut/Black	5.00	239.99	1,199.95
DB-SBH12-TXL Duty-Built - Station Basics 12" Hybrid Mattress/Twin XL	4.00	399.99	1,599.96
FHC-CTV Firehouse Collection Classic TV Stand/Chestnut	1.00	899.99	899.99



Quote

Working Fire Furniture & Mattress Co. Inc.
 PO Box 1310
 Mebane NC 27302 US
 brandon@firestationfurniture.com
 855-956-3473

DATE	EXPIRATION	QUOTE #
2/3/2023	4/4/2023	7983
		PO #

BILL TO
 Ryan Gray
 Columbus Fire Department
 4630 Howard Blvd.
 Columbus NE 68601

SHIP TO
 Ryan Gray
 Columbus Fire Department
 4630 Howard Blvd
 Columbus NE 68601

ITEM LIST	QTY	EACH	AMOUNT
FHC-SBPTX			
Sealed Bed Platform - Twin XL	4.00	149.99	599.96

SUBTOTAL	19,099.63
SHIPPING	1,820.00

Duty-Built Ultimate Firefighter recliners ship in estimated 12-16 weeks.

TOTAL USD	20,919.63
------------------	------------------

Firehouse Collection furniture in non-standard finish ships in an estimated 12-14 weeks, subject to change.

Office Chairs are estimated to ship in 2 weeks.

Mattresses ship in 7-10 business days. Delivery is normally made by FedEx Ground. Delivery to a business address is made by common carrier and includes customer offloading (lift gate is an extra cost and must specifically be requested). Please let us know if other arrangements are needed prior to placing your order.

NOTE - shipping times are estimates only and may vary based on the current supply chain and production capabilities. Actual delivery times are determined by the carrier and can vary based on the geographic location of the delivery.



877-852-0784
 ph: 804-897-3400
 fx: 804-897-0053

QUOTATION 102555

Net Price Quote For:

COLUMBUS FIRE DEPARTMENT
 1459 26TH AVE
 COLUMBUS, NE 68601-4936

413-A Branchway Road
 North Chesterfield, VA 23236

Cust # 052194 Price As Code: SA2023

Date Created: 2/10/23
 Project:
 Required Date: 5/26/23

Ship To: COLUMBUS FIRE DEPARTMENT
 1459 26TH AVE
 COLUMBUS, NE 68601-4936

Sales Rep: KAREN PELLEGRINO
 804-334-3789
 KPELLEGRINO@BUTLERHUMANSERVICES.COM

Contact: RYAN GRAY
 402-910-0258
 RYAN.GRAY@COLUMBUSNE.US

Line	Qty	Description	Net Each	Total
1	4	9416071 FIERO BED W/3 STORAGE UNITS XL tag: 505 Clm Chestnut 505	\$1,184.00	\$4,736.00
2	4	9616603 SEALED BED PLATFORM, TWIN XL tag:	\$136.00	\$544.00
3	4	9657001 TWIN XL RES MATTRESS,38X80 tag:	\$491.20	\$1,964.80
4	1	1099040 HS PRODUCT DELIVERY tag: CURBSIDE DELIVERY LIFT GATE REQUIRED DELIVERY APPOINTMENT: TBD	\$1,234.98	\$1,234.98
			Subtotal:	\$8,479.78
			Handling Charge:	\$0.00
(Tax, if applicable, is ESTIMATED. Final tax total will be calculated after the order is placed.)			Tax:	\$0.00
			Total*:	\$8,479.78

Sauder® Manufacturing Co. means Sauder® Manufacturing Co.; Sauder Worship Seating®; Sauder Education®; Wieland; Butler Human Services®; and any affiliated, predecessor or successor entities

Postponed Delivery/Installation: Any order postponed 30 days or longer from the original estimated ship date listed on your order acknowledgement, without 60 days written notice will be subject to storage charges of \$300 per trailer/container per month and a onetime handling charge of \$360 per trailer/container. Any order postponed with less than 14 day's notice will be subject to additional shipping, handling, and storage charges of up to \$1,000 per trailer/container per week. Payment will be due per the original terms. We will make every effort to reschedule postponed deliveries on customer's requested date. Due to other delivery commitments, we cannot guarantee delivery on the date you requested.

Delivery/Installation: Facilities must be ready to receive furniture. All construction must be complete before we can start delivery and installation. There must be free and clear easy access to the building where the furniture will be installed. Rooms, hallways, lobby, and entrance way must be empty and free and clear of all obstructions. All buildings with 3 or more floors must have working elevators free and clear of all obstructions and dedicated for the sole use of our installers during our installation. If upon arrival for delivery and installation, the conditions described in this paragraph are not met, Butler Human Services® will not start the installation. Butler Human Services® will charge customer any storage, additional labor, trucking, and expenses incurred due to the site not being ready to receive furniture as described in this paragraph.

Cancellations: No cancellations will be accepted after parts, fabrics, and or materials have been ordered for your order.

Returns: All returns must be pre-authorized by Butler Human Services®. Returns will be subject to a restocking fee.

Payment terms are net 30 days from invoice date with an established credit limit. Payment may be made by ACH or CC online at www.saudermfg.com or by check. A fee may apply to cover part or all of the cost of accepting credit cards.

Open terms may be established based on Sauder® Manufacturing Co. determination of available funds to pay for the order in full and within payment terms. If there is a high-risk determination, then a 100% deposit may be required. Acceptance of this order is expressly conditioned upon Purchaser agreeing to Sauder® Manufacturing Co. terms and conditions, which can be found at www.butlerhumanservices.com unless otherwise agreed to in a writing signed by all applicable parties. Sauder® Manufacturing Co. includes Butler Human Services® and any affiliate, predecessor, or successor entities.

Collection Costs: Customer agrees to pay all costs of collection, including reasonable attorney fees, collection fees and court costs in the event customer fails to pay any charges when due.

Warranty: Butler Human Services® warranty is extended to the initial Purchaser for a 10 year period from the date of delivery. Proof of delivery is required for any claim. Butler Human Services® warrants that its manufactured products are free of defects in material and workmanship. Fully upholstered products: Fabric manufacturer warranty will apply for selected fabric. Foam is warranted to be free from defects in materials and workmanship for one (1) year. Wooden frames are guaranteed for a period of 10 years. The tempered steel mainframe deck is covered for one (1) year. Mattresses are not manufactured by Butler Human Services® and therefore are covered by the manufacturer's standard warranty. Under no circumstances shall Butler Human Services® be liable for incidental or consequential damages. Please see Butler Human Services® Warranty Statement for additional information.

Deposits: A 50% deposit is required with the order for: COM fabrics, modifications of standard items, custom items, and any non-standard item.

COM and Special Ordered Fabric: All COM and Special-Order fabrics carry no warranty from Butler Human Services®. No changes or cancellations accepted after fabric ordered. Butler Human Services®. cannot control COM and Special-Order fabric vendors' delivery therefore delivery dates will be quoted once fabric is received.

Quote is valid for 45 days from quote date.

Order Acknowledgement: Any changes to this order must be received by Butler Human Services® in writing within 3 business days of receipt of original signed quote/order. No changes or cancellations will be accepted after Butler Human Services® has ordered parts, fabrics, materials, etc. for your order. If you do not receive an order acknowledgement within 10 days, contact Butler Human Services® immediately as your order may not be placed.

The undersigned person represents and warrants that they are duly authorized and has legal capacity to execute and bind the purchaser. The purchaser also represents and warrants the execution and performance of the purchase order has been duly authorize and is a valid and legal agreement enforceable in accordance with Butler Human Services ®terms and conditions.

This order may be subject to a price increase after receipt of signed quote, order, order contract, receipt of subcontract, and/or receipt of signed purchase order.

Acceptance of these terms shall be evidenced by Signature's and/or Sauder® Manufacturing Co. commencing work on this project. By signing below the purchaser agrees to purchase the goods as stated in the quote and agrees it represents a contract for sale.

Email for Order Acknowledgement: _____

Email for Invoice: _____

Verify Ship To Address: _____

Signature _____ Date _____

Quote Number: 102555

What are you looking for today



Delivery to United States

Hello, Sign in Account & Order



Categories Deals Best Sellers Share & Earn

2-day Free Delivery

30-day No-hassle Returns

12-month Warranty

Home > Restaurant & Food Service > Refrigeration & Ice Equipment > Ice Machines

ZH0003

VEVOR 110V Commercial Ice Maker 360LB/24H, Industrial Modular Stainless Steel Ice Machine with 250LB Large Storage Bin, 195PCS Ice Cubes Ready in 8-15 Mins, Professional Refrigeration Equipment

★★★★★ 4.8 | 88 Reviews | 5 answered questions

Share f t p

GET COUPON



\$1,358.99

· **RAPID & EFFICIENT ICE MAKING:** Fueled by the 800W brand compressor, VEVOR's commercial ice maker features high ice yield, producing about 360 lbs (163.3 kg) every 24 hours with its 195 PCs built-in ice tray. The ice storage space reaches 250 lbs (113.4 kg). Each ice-making cycle takes 15-20 minutes, determining whether the ice cubes are thicker or thinner. Different thicknesses serve different purposes.

· **DURABLE MATERIAL & SPLIT DESIGN:** Our commercial ice machine comprises all stainless steel shell, Cyclopentane foaming layer, food-grade PP liner, and ABS cover. It will provide you with eye-pleasing rust & wear-resistant exterior and a reliable heat insulation effect, stopping the ice cubes from melting quickly (Note: If you want to store the ice cubes for longer, please put them in the refrigerator or freezer.). Besides, you can place the top half on your ice storage bin with the split design if you have the demand.

· **USER-FRIENDLY CONTROL PANEL:** This split-type commercial ice machine is equipped with a practical operation panel with an LCD screen, integrating multiple functions. You can adjust the thickness of ice cubes by increasing or decreasing ice-making time, and press the buttons to start automatic cleaning. Other parts are also equipped, such as full ice stop, ice-making reservation, auto ice fall, water shortage reminders, etc.

\$1,358.99

Free Shipping To Your Location

Delivery Date: **Wednesday, March 15 - Monday, March 20**

Delivery to United States

In Stock

QTY: - 1 +

Add to Cart

Buy Now

+ Add to Wish List

Live Chat

Contact Us



Quote
EST-015428

Sandry Fire Supply LLC

618 6th Street
DeWitt, Iowa 52742
U.S.A
5636592357

Estimate Date : 01/31/23
Expiry Date : 03/01/23
Reference# : MAKO
Sales person : Mike Miers

Bill To
Columbus, NE FD
PO Box 1677
Columbus, NE 68602

#	Item & Description	Qty	Rate	Amount
1	makoBAM07(H) MAKO BAM07(H) 3 phase, 6000 psi - 20.7 CFM's w/ CO monitor	1.00 Each	38,762.00	38,762.00
2	mako5W Mako's 5 Year Warranty	1.00	0.00	0.00
3	makoCMM CO & Moisture Monitor (CMM)	1.00 Ea	0.00	0.00
4	makoLFG MAKO - Liquid Filled Gauges on the Compressor	1.00 Each	0.00	0.00
5	makoMKBSJV3C4 Mako 3 Position Fill Station -SCBA/SCUBA	1.00 Each	12,462.00	12,462.00
6	mako009006-7800 TEST GAS CYLINDER PURE AIR (ZERO GAS)	1.00 Ea	124.00	124.00
7	mako003M4884-1 TEST GAS CYLINDER CALIBRATION (20PPM)	1.00 Ea	98.00	98.00
8	scbaASME-B-V A.S.M.E. 6000 PSI Cylinder	4.00 Each	4,412.00	17,648.00
9	scbaSCR-4AV Storage Rack for 4 ASME Cylinders	1.00 Each	698.00	698.00
10	sfsCompressorInstall	1.00 Each	895.00	895.00
			Sub Total	70,687.00
			Est. Shipping charge	1,700.00

Total

\$72,387.00

Notes

Looking forward to earning your business.

Terms & Conditions

Shipping and Handling ****ESTIMATE**** listed above

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

14. **RESOLUTIONS**

14.A. Resolution No. R23-55 authorizing application for funding assistance through Nebraska Department of Transportation for operation of Columbus Area Transit program for Fiscal Years 2023-2025.

RESOLUTION NO. R23-55

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE APPLICATION FOR FUNDING ASSISTANCE THROUGH NEBRASKA DEPARTMENT OF TRANSPORTATION FOR OPERATION OF THE COLUMBUS AREA TRANSIT SYSTEM PROGRAM FOR FISCAL YEARS 2023-2025.

WHEREAS, there are Federal and State funds available under Chapter 49 of the United States Code (USC) and the Nebraska Public Transportation Act; and

WHEREAS, there are funds available from the Columbus Area United Way, Inc. for the support of the Columbus Area Transit System; and

WHEREAS, the City of Columbus desires to apply for said funds to be used for transportation operations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the application for funding assistance through the Nebraska Department of Transportation for operation of Columbus Area Transit System for Fiscal Years 2023-2025 be approved and the mayor be authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MEMORANDUM

DATE: March 20, 2023

TO: Tara Vasicek, City Administrator

FROM: Doug Moore, Public Property Director

SUBJECT: Application for Federal and State Public Transportation Operating Assistance Request for 2023-2025

RECOMMENDATION:

Staff recommends that the application for funding assistance with the Nebraska Department of Transportation be signed and forwarded for review.

DISCUSSION:

Federal and state funds, administered by the Nebraska Department of Transportation, are used to assist in the expenses incurred by the Columbus Area Transit program, providing low cost transportation for the general public. Our budget application needs to be reviewed and approved by the Nebraska Department of Transportation every two years.

FISCAL IMPACT:

If the budget is approved by the Department of Transportation, \$351,128 (approximately 82% of the cost of the program) would be provided through these federal and state funds.

ALTERNATIVES:

This is a low-cost alternative if the City wants to continue to provide this service.

CONCURRENCE:

The Finance Director agrees with the forwarding of this application.

SIGNATURE:

DEPARTMENT HEAD: *Douglas A Moore*

CITY ADMINISTRATOR: *Tara Vasicek*

Project Year: 2023-2025

Sponsor/Applicant Name:

City of Columbus

Project Name:

Columbus Area Transit

Unique Entity Identifier (UEI):

YM4RJGN196F5

Entity Status with the Internal Revenue Service: Private Not for Profit Public Entity

Applicant Address:

PO Box 1677

City:

Columbus

State:

NE

ZIP:

68602-1677

Applicant representative name:

James Bulkley

Title:

Mayor

Telephone:

402-562-4249

Email:

kdvorak@columbusne.us

Is there a subcontractor who will provide and/or manage the transit operations?

Yes No

Save Worksheet

✓ *Worksheet Saved.*

Please review the transit system information in the transit directory (<https://nebraskatransit.com/directory.php>). If changes are needed, submit the changes to NDOT through the transit manager's portal (</index.php>).

I have reviewed the transit system information in the NDOT transit directory and: Changes requested

No changes required

Minority Concentrations in Service Area

Number and percent of population within the service area of the project from the latest US Census (<http://www.census.gov/quickfacts>).

Population	% of Total
White	73
Black or African American	.60
American Indian and Alaska Native	.30
Asian	.70
Native Hawaiian and Other Pacific Islander	0
Hispanic or Latino	23.80
Other	1.60
Total:	100.00

Incidental Service: Utilizing FTA funded transit vehicles to provide incidental service like meal deliveries is allowable if certain conditions are met.

Does the transit system use vehicles for incidental service? Yes No

Save Worksheet

✓ Worksheet Saved.

If vehicles below are incorrect, contact Kari Ruse at: kari.ruse@nebraska.gov (mailto:kari.ruse@nebraska.gov)

Vehicle Type	Complete VIN	Year	Wheel Chair Positions	Condition of Vehicle
Glaval small bus 12+2	1FDFE4FN6NDC37710	2022	2	excellent ▼
Goshen Coach Small Bus 12+2	1FDFE4FS0HDC78666	2017	2	good ▼
E450 14 Passenger Bus	1FDFE4FS9DDB29022	2013	2	fair ▼
Twelve Passenger Van	1GAWGRFA9D1193655	2012	0	good ▼
Lowered floor minivan	2C7WDGBG3FR614236	2015	1	very good ▼
Lowered floor minivan	2C7WDGBGKR701375	2019	1	very good ▼

Showing 1 to 6 of 6 entries

Save Worksheet

✓ Worksheet Saved.

Nebraska Public Transportation

For technical support please email support@advance.zendesk.com (mailto:support@advance.zendesk.com)

Eligible Expenses	Salaries	Employer Costs	Total Eligible Costs
Driver(s)	\$ 160842	\$ 30000	\$ 190842
Dispatcher(s)	\$ 0	\$ 0	\$ 0
Other Personnel	\$ 25918	\$ 4833	\$ 30751
Fuel and Oil	\$	\$	\$ 25000
Other Operating Costs	\$	\$	\$ 0
		Total:	\$246593

Showing 1 to 5 of 5 entries

Save Worksheet

✓ *Worksheet Saved.*

Eligible Expense	Salaries	Employer Costs	Total Eligible Costs
Project (Transit) Manager	\$ 104966	\$ 27645	\$ 132611
Other Administrative Staff	\$ 12100	\$ 2254	\$ 14354
Insurance	\$	\$	\$ 12000
Building Rent	\$	\$	\$ 0
Building Utilities	\$	\$	\$ 9400
Building Maintenance (labor and parts)	\$	\$	\$ 5000
Vehicle Maintenance (labor and parts)	\$	\$	\$ 10000
Vehicle Insurance	\$	\$	\$ 4000
Marketing	\$	\$	\$ 100
Office Supplies	\$	\$	\$ 2500
Memberships	\$	\$	\$ 250
Instate Travel	\$	\$	\$ 1500
Out of State Travel	\$	\$	\$ 0
Public Hearing Notices	\$	\$	\$ 100
Internet Connection	\$	\$	\$ 0
Phones (landlines and mobiles)	\$	\$	\$ 2500
Drug and Alcohol Testing	\$	\$	\$ 2000
Other Non-Operating Expenses	\$	\$	\$ 15000
		Total:	\$211315

If you are claiming in-kind costs as local match, upload the cost allocation documentation on Worksheet 8 prior to submitting the application.

Fares and Contracts	Contract Source (e.g., After School Program)	Amount
Regular fares	Non - Contractual	\$ 32000
Add 10 Rows		\$32000

Showing 1 to 1 of 1 entries

Save Worksheet

✓ *Worksheet Saved.*

Required local match:

- 25% of projected operating deficit: **\$53,648.00**
- 10% of projected non-operating costs: **\$21,131.00**

Total: **\$74,779.00**

What are your sources of local match (City, County, HHS, or your own entity, etc.)?:	Amount
City of Columbus	\$ 74779
Donations	\$ 1000
Add 10 Rows	\$75779.00

Showing 1 to 2 of 2 entries

Save Worksheet

✓ *Worksheet Saved.*

Authorized By:

Douglas A. Moore

Authorized Date:

03/20/2023

Save Worksheet

✓ *Worksheet Saved.***File Upload**

Please Note: Your application may be rejected if the required information is not uploaded prior to submission.

Please attach the files as a PDF (preferably).

The checklist below is provided as a tool to ensure all required documents are submitted with your application.

Please select either "Uploaded" or "N/A" for each item on the checklist to ensure you have uploaded the required documents.

S. No.	File	Uploaded	N/A
1	Resolution from governing body supporting application and committing local match (if applicant is supplying local match)	<input checked="" type="radio"/>	<input type="radio"/>
2	Documentation of commitment from other local match sources (if applicable)	<input type="radio"/>	<input checked="" type="radio"/>
3	Copy of public notice	<input checked="" type="radio"/>	<input type="radio"/>
4	Copy of public hearing and minutes (applicable only if there is a change in service or fares from previous year)	<input type="radio"/>	<input checked="" type="radio"/>
5	Copy of affidavit for proof of publication of notice	<input checked="" type="radio"/>	<input type="radio"/>
6	Organizational chart for the transit system showing relationship to governing body	<input checked="" type="radio"/>	<input type="radio"/>
7	Certification of Equivalent Service (If required, the certification you completed in tab3 will automatically be submitted with the application.)	<input checked="" type="radio"/>	<input type="radio"/>
8	Indirect Cost Rate Agreement (applicable to nonprofit agencies claiming an indirect cost)	<input type="radio"/>	<input checked="" type="radio"/>
9	Documentation of fair market value for in-kind services or goods (applicable only if claimed on application and invoices)	<input type="radio"/>	<input checked="" type="radio"/>
10	Exhibit A	<input checked="" type="radio"/>	<input type="radio"/>

S. No.	File	Uploaded	N/A
10.a	Certification of Compliance with, Civil Rights		
10.b	Certification of Restrictions on Lobbying		
10.c	Labor Narrative		
10.d	Acceptance of Special 5333(B) of Title 49		
10.e	Certifications and Assurances for FTA Programs		
10.f	Transit Asset Management (TAM) Certification with Accountable Executive designation		

File Upload

No files have been uploaded.

Drop Files or Click Here to Upload

Nebraska Public Transportation

For technical support please email support@advance.zendesk.com (<mailto:support@advance.zendesk.com>)

14.B. Resolution No. R23-56 approving agreement with Avcraft, Inc. for nonexclusive rights as fixed base operator at the airport effective April 1, 2023, through March 31, 2028.

RESOLUTION NO. R23-56

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH AVCRAFT, INC. FOR NONEXCLUSIVE RIGHTS AS A FIXED BASE OPERATOR AT THE COLUMBUS MUNICIPAL AIRPORT EFFECTIVE APRIL 1, 2023 THROUGH MARCH 31, 2028, 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 attached agreement with Avcraft, Inc. for nonexclusive rights as a Fixed Base Operator at the Columbus Municipal Airport for the period April 1, 2023 through March 31, 2028, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: 03-29-2023
FROM: Ross Niedbalski, Airport Manager
TO: Tara Vasicek, City Administrator
RE: FBO Contract

RECOMMENDATION:

Recommend approval of the new FBO Contract with Avcraft, Inc.

DISCUSSION:

A committee of airport board members, elected officials, and staff worked together to negotiate this new 5 year contract with Avcraft (FBO). The city negotiating group believes new provisions in the contract will help to improve the overall customer experience at the Airport. The new contracts monthly rental fee increased from \$1818 to \$2000 per month for the first 3 years with CPI adjustments in years 4 and 5. The FBO agrees to service the Airport 24 hours a day, 7 days a week and 365 days a year. The FBO shall have staff on site from 7am-5pm Monday-Friday, and 8am-12pm Saturday. All other hours during the week and weekend shall be serviced via "call out" and the FBO agrees to respond to such call outs within 20 minutes of receiving said call. The FBO shall not charge any call out fees from 7am-7pm any day of the week or weekend. The required staffing shall not apply to holidays, defined as those days published as the City's official holidays when City offices are scheduled to be closed. The FBO has also agreed to reasonably work with corporate and general aviation for local fuel discounts when available. The FBO has agreed to provide a monthly report to the City Administrator and Airport Manager which includes the following information: 1: Monthly fuel prices along with the fuel prices at the Airports in: Fremont, Hastings, Norfolk, North Platte and Kearney, Nebraska.

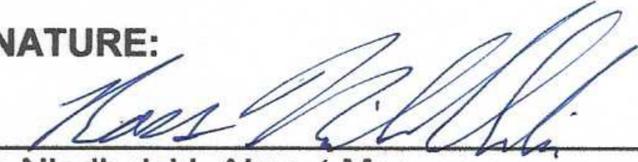
2: Any and all flight instruction (hours taught) facilitated by or through the FBO.

3: Charter Flights; all flights in and out of the Columbus Municipal Airport.

4: Courtesy car utilization.

In addition Avcraft has agreed to work together with the airport manager to have bi-annual contact with all hanger tenants to gauge customer satisfaction at the airport. The FBO shall affix two signs on the interior of the FBO leased space and near the fuel area, giving customers contact information for Avcraft and City representations to communicate concerns or complaints.

SIGNATURE:

By: 

Ross Niedbalski, Airport Manager

Approved By: 

Tara Vasicek, City Administrator

FIXED BASE OPERATOR AGREEMENT

This AGREEMENT is made and entered into this __ day of _____, 2023, by and between Columbus Municipal Airport through the City of Columbus, Nebraska, a municipal corporation of the State of Nebraska (hereinafter referred to as the "City"), and Avcraft, Inc., (hereinafter referred to as the "FBO").

IT IS MUTUALLY AGREED that the FBO shall have the *nonexclusive rights* as a Fixed Base Operator on the Columbus Municipal Airport for a period of five years commencing April 1, 2023.

1. Leased Premises. The City hereby grants to FBO the exclusive use of the following hangars, to wit:

Hangars 1307, 1334, 1340, 1430 and 1508-5 together with the tie downs located on the ramp directly to the east of said Hangars 1334 and 1340 and the general use of the apron area in common with other airport users (hereinafter referred to as the "Leased Premises")

together with the non-exclusive right and privilege to conduct a fixed-base operation, as defined by the Rules and Regulations of the Columbus Municipal Airport now in force, and from time to time amended, for a period of five years beginning April 1, 2023.

2. License Fee. For the privileges granted to the FBO by this Agreement, the FBO shall pay to the City a monthly rental fee of \$2,000 payable on the first day of each month of the term in advance, plus fuel flowage fee as hereinafter set out. The monthly rental amount as stated above shall be increased in accordance with the proportionate cumulative increase in the Consumer Price Index (as set by the U.S. Bureau of Labor Statistics) as follow:

- Effective for the period of time and rental months of January 1, 2026, to December 31, 2026:
 - o The monthly rental amount shall be increased proportionally to the cumulative increase in the Consumer Price Index using the time frame of January 1, 2023, to September 30, 2025.
- Effective for the period of time and rental months of January 1, 2027, to the conclusion of the agreement's term:
 - o The monthly rental amount shall be increased proportionally to the cumulative increase in the Consumer Price Index using the time frame of October 1, 2025, to September 30, 2026.

Neither Party shall make any disparaging remarks about the other Party.

3. Utilities. The FBO shall pay all utilities for the hangar buildings above described, including, gas, electricity, water, sewer and telephone. The City shall provide snow removal on the ramp and taxi areas surrounding the hangar buildings and grounds maintenance.

4. Maintenance. The FBO shall perform all routine maintenance on the hangars described herein and keep the same in good and reasonable repair. The City shall maintain the outside walls and the roofs of the hangars. The City shall further maintain the hangar doors unless damaged by

negligence of the FBO. The City shall make the major repairs to the following listed utility equipment which belong to the City except that the FBO shall pay the first \$150 of all major repairs. Major repairs are defined as those costing over \$150. The utilities owned by the City are the following:

- heating and air conditioning system
- hot water heater
- plumbing system, including toilets and lavatories
- office and hangar lighting systems
- hangar unit heaters and infrared heaters
- electrical system, including outlets
- compressed air system (pipes and fittings only, compressors owned by FBO)

The City agrees that prior to the commencement of the term of this Agreement all heating, plumbing and air conditioning systems shall be operable. The parties shall conduct a walk-through inspection prior to commencement and note any deficiencies.

5. FBO Equipment. Any other equipment installed by the FBO shall belong to the FBO and is the responsibility of the FBO and may be removed at the conclusion of this Agreement by the FBO so long as the removal does not cause damage to the building. However, if the Leased Premises are abandoned, vacated, surrendered, disposed of by process of law, or otherwise by FBO, then improvements belonging to FBO that are left on the Leased Premises shall be deemed to be abandoned; and, City at its sole discretion, may elect to keep said improvements for its own use, sell said improvements and keep the proceeds of such sale, or otherwise dispose of said improvements.

6. FBO Fees. Amounts charged by the FBO are listed on Appendix A, including: tie down, parking, landing, instruction, hourly aircraft maintenance shop rate, pre-heat. Any such fees covered in the agreement and appendix must be reviewed by and disclosed to the City Administrator for approval by the Airport Board and then approval by the City Council. FBO shall charge its fees in compliance with the Rules and Regulations of the Columbus Municipal Airport as promulgated and amended by the City from time to time.

7. Fuel. As part of this Agreement the FBO shall have the nonexclusive rights to sell fuel on the airport premises subject to the Rules and Regulations of the Columbus Municipal Airport, as from time to time promulgated and amended, including the requirement to provide the fuel service during the hours as provided in the Rules and Regulations of the Columbus Municipal Airport for FBO's, with all type of fuel for aircraft which are either based on the airport or are regularly using the airport. The FBO shall further have the nonexclusive right to utilize the fuel farm now on the airport which is owned and maintained by the City. For the privilege of using the fuel farm and having the right to sell fuel on the airport, the FBO shall pay to the City a flowage fee on all fuel of any type sold or pumped by the FBO in the amount of (\$.05) per gallon. The FBO will reasonably work with corporate and general aviation for local fuel discounts when available. Payment of the flowage fee set forth herein shall be made in conjunction with payment of the rental fee each month during the term of this Agreement. The FBO will be required to furnish fuel trucks. The FBO shall perform routine scheduled maintenance on said trucks in a timely fashion at the FBO's expense.

8. Insurance. The FBO shall carry premises and operators liability insurance with a liability limit of \$1,000,000. The FBO shall further carry hangar keeper liability insurance with liability limits of \$50,000 per airplane and \$150,000 per incident. The FBO shall cause the City to be named as an additional insured on said policies and the FBO shall provide the City with evidence of said insurance on a current basis and further provide in said policies that the City shall be notified of cancellation of any coverages. Further, the FBO agrees to obtain “Hold Harmless Releases” from the owner or owners of any aircraft stored on the Leased Premises in the form attached hereto as “Appendix B” and furnish copies thereof to the Airport Manager.

9. Monthly Reporting. The FBO shall provide a monthly report, by the 15th of each month, to the City Administrator and Airport Manager in a format that is mutually agreeable between the City Administrator and FBO, which includes the following information:

- a: Monthly fuel prices along with the fuel prices at the Airports in: Fremont, Hastings, Norfolk, North Platte and Kearney, Nebraska.
- b: Any and all flight instruction (hours taught) facilitated by or through the FBO.
- c: Charter Flights; all flights in and out of the Columbus Municipal Airport.
- d: Courtesy car utilization.

10. Customer Service. The City contracts for FBO services to provide excellent customer service to the users of the Airport. To ensure the FBO provides excellent customer service to the City’s Airport users, the FBO shall complete and maintain the following for the duration of this agreement:

- a: FBO and Airport Manager shall together make contact with each Airport tenant(s) twice annually, at least five months between contacts. Meeting notes shall be recorded for each meeting. Airport customer shall include all tenants of any hangar and any land lessee at the Airport.
- b: The FBO shall affix two signs on the interior of the FBO leased space and near the fuel area, where specified by the City. The sign shall state: “The City of Columbus recognizes the value of our airport to the flying public. Avcraft, Inc. is contracted by the City to provide customer service to Airport customers. As an Airport customer, if you are unsatisfied with the services provided, please make contact with Avcraft 402-910-5246, or the Airport Manager 402-276-5284 and/or City Administrator 402-562-4233 or email at airport@columbusne.us.” These signs shall be provided by the City and at the City’s expense.

11. Hours of Operation. The FBO agrees to service the Airport 24 hours a day, 7 days a week and 365 days a year. The FBO shall have staff on site from 7am-5pm Monday-Friday, and 8am-12pm Saturday. All other hours during the week and weekend shall be serviced via “call out” and the FBO agrees to respond to such call outs within 20 minutes of receiving said call. To attempt to avoid call outs the FBO will post its schedule so that corporate and general aviation aircraft may schedule departures or returns between the hours of 7am and 7pm on weekends. The FBO shall not charge any call out fees from 7am-7pm any day of the week or weekend. The required staffing shall not apply to holidays, defined as those days published as the City’s official holidays when City offices are scheduled to be closed.

12. Service to Public and Aviation Use Only. The FBO hereby agrees to serve the public in a polite and businesslike manner. The Leased Premises shall only be used in accordance with the Rules and Regulations of the Columbus Municipal Airport, as may be amended from time to time.

13. Courtesy Cars. The FBO shall provide and maintain at least one courtesy car insured and licensed through the FBO.

14. Unicom. The FBO shall have the right to use a Unicom Aircraft Communications facility as may be provided by the City from time to time. In the event there is more than one FBO on the Airport, said system shall be used jointly with the other FBO operators and the FBO agrees to use its best efforts to cooperate with any other FBO operator in operating the Unicom in a harmonious fashion. The FBO agrees as part of its required service to the public to answer inquiries from incoming aircraft and to provide airport advisories in a prompt manner.

15. Assignability. Neither this Agreement nor the rights granted hereunder shall be assignable without the prior express written permission of the City, which permission shall not be unreasonably withheld. The FBO shall have the limited right to grant permission to others to make temporary use of the hangars described herein for aviation purposes only and to charge fees as provided in section 6, subject to the requirement to obtain releases from the owners of aircraft stored or tied down. However, subject only to such limited right, the FBO will not grant rights to any other person or entity for use of all or any part of the premises without the express written consent of the City. The FBO will not sublease the premises or any part thereof without the prior written permission of the City which permission shall not be unreasonably withheld.

16. Regulations. The FBO agrees that it will not carry on any business on the Leased Premises except those businesses generally associated with the fixed based operator of an airport, including flying instructions, maintenance of aircraft, sales of fuel and oil, and sales of new and used aircraft. All of said operations, if conducted by the FBO, shall be conducted in compliance with the Rules and Regulations of the Columbus Municipal Airport as promulgated and amended by the City from time to time. The FBO, by execution of this Agreement, acknowledges receipt of a current copy of said regulations. Violation of any of said regulation shall constitute a material breach of this Agreement and cause a default hereunder as hereinafter provided. FBO shall not commit nor cause there to be committed any waste upon the Leased Premises or cause or maintain any nuisances on the Leased Premises.

17. Area Surrounding Leased Premises. The FBO agrees to keep the premises used by it and the area surrounding same in a neat and orderly fashion and shall not keep storage barrels or other material in public view. The FBO further agrees, with regard to the handling of any materials including oil, fuel or any chemicals, that it will abide by all federal, state and local laws and regulations. This specifically includes requirements of the Environmental Protections Agency (EPA) of both state and federal governments, and the violation of any such regulation shall constitute a material breach hereof and a default as hereinafter provided.

18. Affirmative Action. The FBO agrees that it will undertake an affirmative action program as required by Title 14, Part 152, Subpart E of the Code of Federal Regulations, to insure that no

person shall, on the grounds of race, creed, color, national origin, sex or disability be excluded from participating in any employment activities covered in Title 14, Part 152, Subpart E of the Code of Federal Regulations. The FBO agrees and represents that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The FBO agrees and represents that it will require that any covered sub-organizations provide assurances to the FBO that they similarly will undertake affirmative action programs, as required by Title 14, Part 152, Subpart E, to the same effect.

19. Anti-Discrimination. The FBO shall not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The City reserves the right to take such action as the United States Government may direct to enforce this covenant.

20. FAA Part 135 Operation. The FBO shall have the right to conduct an FAA Part 135 Charter operation from the Columbus Municipal Airport so long as said operation complies with the Rules and Regulations of the Columbus Municipal Airport, as from time to time amended. All Part 135 services shall comply with all regulations of the Federal Aviation Administration for the type of charter services conducted.

21. FAA Part 61 or 141 Operation. The FBO shall have the right to conduct an FAA Part 61 or 141 Flight school from the Columbus Municipal Airport based on demand so long as said operation complies with the Rules and Regulations of the Columbus Municipal Airport, as from time to time amended. All Part 61 and 141 services shall comply with all regulations of the Federal Aviation Administration for the type of flight school services conducted.

22. Nondiscrimination. The FBO agrees to furnish service on a fair, equal and non-discriminatory basis to all users thereof and to charge fair, reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

23. Landing Area. The City reserves the right (but shall not be obligated to the FBO) to maintain and keep in repair the landing area of the airport and all publicly-owned air navigation facilities of the airport, as it sees fit, together with the right to direct and control all activities of the FBO in this regard, regardless of the desires or views of the FBO, without interference or hindrance.

24. Aerial Approach. The City reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against obstruction. The FBO shall not erect, or permit to be erected, any building or other structure on the airport or in any zone by the City which, in the opinion of the City, be impermissible under any regulation, would limit the usefulness of the airport, or would constitute a hazard to aircraft.

25. Furniture. The City has caused to be purchased, or has otherwise acquired, the following items of furniture:

- One (1) Gray Leather Couch
- One (1) Gray Leather Loveseat

(hereinafter referred to as the “furniture”). The City desires to place this furniture into the Space used by FBO. The Parties agree that this furniture is now, and shall remain, the sole property of the City; however, FBO shall have the right to use said furniture during the term the Agreement and/or any approved extensions thereof. CITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, NOR SHALL ANY WARRANTIES ARISE BY OPERATION OF LAW, WITH RESPECT TO THE FURNITURE OR ITS INSTALLATION. FBO agrees that immediately upon the expiration of the term the Agreement, and/or any approved extensions thereof, it shall yield possession of the furniture back to City without further demand or notice and in as good order and condition as when this agreement was entered into, excluding reasonable wear and tear. To the extent that there is damage to the furniture that exceeds reasonable wear and tear, FBO shall replace said item(s) of furniture with an equivalent item(s) which meets with the satisfaction of City. The insurance required under Paragraph 8 of the Agreement shall also be applicable to and cover the furniture. FBO shall bear all risk of damage or loss of the furniture, or to any portion(s) of the furniture, whether covered or not covered by insurance, while it is in possession of the furniture.

26. Indemnify and Hold Harmless. FBO hereby assumes responsibility and liability for any and all damages or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether agents of FBO or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with FBO’s use of the Leased Premises and airport facilities. FBO shall indemnify and hold harmless City, its agents, and servants from and against any claim, liability, loss, damage, cost, award, fine, judgement, or expense including reasonable attorney fees and legal expenses, with respect to or arising out of FBO’s use of premises or in any way connected with any & all risks based on its use of the Leased Premises and airport facilities. Should any such claims for damages or injury (including death) be made or asserted, FBO agrees to and does hereby assume on behalf of City, its officers, or agents, the defense of any action at law or equity which may be brought against City, its officers, or agents upon or by reason of such claims and to pay on behalf of City, its officers, or agents, upon its demand, the amount of any judgement that may be entered against City, its officers, or agents. FBO assumes any & all risks based on its use of the Leased Premises and airport facilities.

27. War. During time of war or national or state emergency the City shall have the right to enter into an agreement with the State of Nebraska and the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

28. Subordination. This Agreement shall be subordinate to the provisions of any outstanding agreement between the City and the United States Government, relative to the maintenance, operation or development of the airport.

29. Interference of Development. It is understood and agreed that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

30. Airspace. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a free and unrestricted right-of-flight for the passage of aircraft in the airspace above the surface of the Columbus Municipal Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

31. Non-Exclusive Right. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

32. Modification. No oral modifications of this Agreement shall be binding on either party. All modifications shall be in writing executed by authorized parties of both the City and the FBO.

33. Default and Right to Cure. Any breach of any provision of this Agreement by either party or any violation of any Rules and Regulations of the Columbus Municipal Airport shall constitute a default hereunder and, at the option of either party, this Agreement may be terminated after giving either party a 30-day written notice of the violation and a 30-day period in which to cure said violation. The failure of either party to note any violation shall not constitute a waiver by either party of that provision if it is violated in the future. Continual material violations of the terms of this Agreement or the Rules and Regulations of the Columbus Municipal Airport shall constitute grounds for termination even though the violations are cured within the 30-day cure period.

34. Abandonment or Insolvency of FBO. Should FBO abandon the Leased Premises, become insolvent, file a petition of voluntary bankruptcy, have a petition of involuntary bankruptcy filed against it, or be placed into a receivership, by City may immediate secure the Leased Premises and declare this agreement void.

35. Mere License. The parties agree that this Agreement is a mere license, that it confers upon the FBO the privilege of conducting a fixed-base operation on the Columbus Municipal Airport and necessary incidental privileges, and that it does not confer any possessory or other rights in the Leased Premises described herein.

36. Taxation. In the event that the premises described herein shall at any time become subject to taxation by virtue of this Agreement or the use thereof by the FBO, the FBO shall pay such taxes as shall be attributable to such use before they become delinquent.

37. Benefits. This Agreement shall be binding on the successors or assigns of either party, it being recognized that the FBO may not assign this agreement without the consent of the City.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 2023.

Recommended by:
COLUMBUS MUNICIPAL AIRPORT



Airport Manager

BOARD OF AIRPORT COMMISSIONERS



Chair

Executed by:
CITY OF COLUMBUS, NEBRASKA

Mayor

Attest:

City Clerk

APPROVED AS TO FORM:

City Attorney

Executed by:
Avcraft, Inc..

By: 

Owner / Authorized Agent

Printed Names(s) and Address(es):

KEITH HARBOUR 1334 Bill Babka Dr KOLU 68601

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“Appendix A”
FBO Fees

RAMP FEE SCHEDULE

<u>AIRCRAFT TYPE</u>	<u>MINIMUM GALLONS</u>	<u>FEE</u>
1. SINGLE RECIP & HELICOPTER (A36, Bonanza, C182, C205, Cherokee 6, Centurion, Cirrus, V35, Piper Lance, Mooney)		
	20	\$20
2. LIGHT TWIN (Aztec, Baron, C310, C340, C408, C414, C421, Comanche, Malibu, Mirage, Navajo, Seneca)		
	30	\$30
3. SINGLE TURBINE (Socata, TBM)		
	60	\$60
4. TURBINE/TURBOPROP (Caravan, Cheyenne, Conquest, King Air, Kodiak 100, Pilatus)		
	90	\$90
5. LIGHT JET (400A, Citation Bravo 550, Citation I, II, Encore; Falcon 10, Hawker 400, Lear 35, 45, Phenom 100; 300, Premier)		
	120	\$120
6. MEDIUM/HEAVY JET - over 6 passengers (Astra, Challenger 300, Citation 3-10, Citation Excel, Citation Sovereign, Citation Ultra, Citation V, Citation X, Citation XLS, Embraer Legacy 500, Falcon 2000, Gulfstream G2 & up, Hawker 800; Lear 60)		
	240	\$240

DAILY HANGAR RENT

SINGLE:	\$ 70
TWIN:	\$ 85
LARGE TWIN:	\$205
SMALL JET:	\$235

OTHER FEES

CALL OUT	\$60/HOUR
CREW VAN	\$25/DAILY
INSTRUCTION	\$55/HOUR
LAV CART	\$50
PARKING	DO NOT PRESENTLY CHARGE
PLUG-IN	\$25/\$45 BASED ON AIRCRAFT SIZE
PREHEAT	\$30
POWER CART	\$50
SHOP RATE	\$135
TIE-DOWN	DO NOT PRESENTLY CHARGE

Flight instruction: Avcraft keeps \$10 of instruction fee and pays remaining to instructor.

“Appendix B”

Hold Harmless Release / Waiver

WHEREAS, Avcraft, Inc. (hereinafter referred to as “Avcraft”) is a fixed based operator a the City of Columbus Nebraska’s Municipal Airport (hereinafter referred to as the “City”); and

WHEREAS, according to the lease agreement Avcraft has with the City, Avcraft may allow planes, aircraft, and other property to be used at or stored on its leased premises; and

WHEREAS, Avcraft, Inc. (hereinafter referred to as the “Undersigned”), understands, agrees, covenants, and stipulates that he/she/it will hold harmless the City, its employees, agents, and representatives, free from loss from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless or negligent acts or omissions on the part of the Undersigned or Avcraft, or its agents, servants and employees; and, hold the City harmless from each and every claim and demand of whatever nature in regards to the Undersigned’s use of the City’s municipal airport and its facilities.

WHEREAS, whenever required by the context of this Waiver, the singular shall include the plural, the plural the singular, and one gender shall include all genders.

WHEREAS, the execution of this Waiver has been duly authorized by all necessary actions by the Undersigned and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the undersigned, or with any law, regulation, or court order that is applicable to the Undersigned in any way.

Signature Keith Harbour Date: 3-30-23

Printed Name: Keith HARBOUR
Position at undersigned (if applicable): Pres.
Phone: 402.564.7884 402910 5246
Address: 1334 Bill Babke Dr.
Email: avcraftinc@gmail.com

14.C.Resolution No. R23-57 approving agreement with vonRentzell Van & Storage, Inc. in the amount of \$38,436 for relocating library to community building.

RESOLUTION NO. R23-57

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH VONRENTZELL VAN & STORAGE, INC. IN THE AMOUNT OF \$38,436 FOR SERVICES TO RELOCATE LIBRARY TO COMMUNITY BUILDING, 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.

WHEREAS, vonRentzell Van & Storage, Inc. was selected in accordance with the City Selection Policy, and provided initial library relocation services to the temporary library location per Resolution No. R20-124; and

WHEREAS, vonRentzell Van & Storage, Inc. is providing a continuation of services of library relocation from the temporary library location to the Community Building.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with vonRentzell Van & Storage, Inc. in the amount of \$38,436 for services to relocate library to community building, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: March 30, 2023
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Library Relocation Services – Community Building Project

RECOMMENDATION:

I recommend approval of the Library Relocation Services Agreement with vonRentzell Van & Storage, Inc. from the temporary library location to the Community Building.

DISCUSSION:

These services are a continuation of services of the initial relocation of the library to the temporary library location.

The Agreement includes the relocation of the Library from the temporary location at the old Police Department to the Community Building. Services include precoding; pull, pack, move and reshelv of books; maintain proper shelf list order; relocation of plotters and printers; and related items and services.

The timeline services are scheduled to be performed when the shelving units are assembled and ready estimated to begin in late June and completion in July 2023. The timeline is pending the shelving units to be in place.

If you have any questions, please feel free to contact me.

FISCAL IMPACT:

Lump Sum Fee \$38,436 which his part of 2022-2023 Budget CIP #20-30 in the amount of \$10,200,000.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]



VAN & STORAGE, INC.

13817 238th Street • Greenwood, Nebraska 68366-1611

March 14, 2023

City of Columbus
Attn: Engineering Department
2424 14 Street
P.O. Box 1677
Columbus, NE 68602-1677
Office: 402-562-4309
Email: EngDept@columbusne.us

RE: Columbus Public Library Moving Quote

I. Movement of Books:

- A. Movement of Approximately 6,000 +/- lineal feet of Books;
- B. Pull, Pack, Move, and Reshelf all books;
- C. Maintaining proper Shelf List Order

Unit Cost: \$6.25 per lineal foot

Total Estimated Cost: \$37,500.00

II. Movement of plotters, 3D printers and other similar such items:

A. Fixed Price Quote: \$ 936.00

The above costs are subject to and/or include the following:

1. vonRenzell will provide all materials, equipment, and labor to perform this relocation in a professional manner.
2. Above costs do not include any disconnects and/or reconnects requiring the expertise of a carpenter, plumber, electrician, IT personnel, etc.
3. Above costs include *Limited Value Protection* at a rate of 30¢ per pound per article. However, if desired, Customer may purchase *Full Value Protection*.

Thank you for calling **The Professionals**.

Sincerely,

Richard E. vonRenzell
vonRenzell Van & Storage, Inc.
COMMERCIAL DIVISION
OFFICE: 402-477-8853
CELL: 402-430-5182
EMAIL: rich@vonrentzell.com

vonRenzell Van & Storage, Inc.

General Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering surveying or related services shall be authorization by the Client for vonRenzell Van & Storage, Inc. to proceed with the work described, unless otherwise stated in the agreement form.

2. STANDARD OF PRACTICE

Services performed by vonRenzell Van & Storage, Inc. under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise.

3. INVOICING AND PAYMENT

The client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay vonRenzell Van & Storage Inc. for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by vonRenzell Van & Storage Inc on a monthly basis and shall be due and payable upon receipt. The client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by vonRenzell Van & Storage Inc.. I more than forty-five (45) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the client for any reason fails to pay the undisputed portion of vonRenzell Van & Storage Inc.'s invoices within thirty calendar days from the invoice date, vonRenzell Van & Storage Inc. may cease work on the project and the client shall waive any claim against vonRenzell Van & Storage Inc. and shall defend and indemnify vonRenzell Van & Storage Inc. from and against any claims for injury or loss stemming from vonRenzell Van & Storage Inc.'s cessation of services. Client shall also pay vonRenzell Van & Storage Inc. the cost associated with premature project demobilization. In the event the project is remobilized, client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

If the client objects to all or a portion of the invoice, the client shall so notify vonRenzell Van & Storage Inc. in writing within ten calendar days of the date of the invoice in question, and shall pay that portion of the invoice not in dispute. In the event any bill or portion thereof is disputed by the client, client shall notify vonRenzell Van & Storage Inc. within ten (10) calendar days of the date of the invoice in question. Client and vonRenzell Van & Storage Inc. shall work together to resolve the matter within sixty (60) calendar days of its being called to vonRenzell Van & Storage Inc.'s attention. If resolution of the matter is not attained within sixty (60) calendar days, either party may terminate this agreement.

4. ADDITIONAL SERVICES

Any services beyond those specified in the agreement will be provided for separately under an additional agreement or a supplemental agreement.

5. CONSEQUENTIAL DAMAGES

The client shall not be liable to vonRenzell Van & Storage Inc. and vonRenzell Van & Storage Inc. shall not be liable to the client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault or whether it was committed by the client vonRenzell Van & Storage Inc. their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

6. INDEMNIFICATION

Client and vonRenzell Van & Storage Inc. ctive officers, employees, agents, and representatives, each agree to indemnify and hold the other harmless, from and against liability for claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and vonRenzell Van & Storage Inc. they shall be borne by each party in proportion to its negligence.

7. OWNERSHIP OF DOCUMENTS

All plans, drawings, reports, notes, calculations, estimates and other documents prepared by vonRenzell Van & Storage Inc. as instruments of service shall remain the property of vonRenzell Van & Storage Inc. and copies will be provided at the request of the client.

8. DEFAULT AND/OR TERMINATION

Any breach of any provision of this Agreement to either party shall constitute a default hereunder, and at the option of either party the Agreement may be terminated. In the event termination becomes necessary, the party (Client or vonRenzell Van & Storage Inc..) effecting the termination shall so notify the other party and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the Client shall within thirty (30) calendar days of termination remunerate vonRenzell Van & Storage Inc. for actual services rendered and actual costs incurred up to the effective time of termination, in accordance with the rates and charges as set forth in the Agreement.

The failure of the other party to note any violation or breach of this Agreement shall not constitute a waiver of any breach or any provision of any subsequent breach of that or any other provisions of this Agreement.

9. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given or on the third party after mailing to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

City Engineer 2424 14 th Street Columbus, NE 68601	Richard vonRenzell 13817 238 th Street Greenwood, NE 68366
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10. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Nebraska. The parties submit to personal and subject matter jurisdiction in Platte County, Nebraska, to resolve any dispute.

11. CONTROLLING AGREEMENT

The agreement and these terms and conditions express the entire agreement between the parties. These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, notice to proceed, or like document regarding vonRenzell Van & Storage Inc.'s services. If any one or more of the provisions contained in this agreement shall be held unenforceable, the enforceability of the remaining provisions shall not be impair

14.D.Resolution No. R23-58 approving agreement with Wilson & Company, Inc. in the amount of \$92,530 for agency coordination, stakeholder and public outreach, and concept renderings for downtown grade separation project.

RESOLUTION NO. R23-58

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT WITH WILSON & COMPANY, INC. IN THE AMOUNT OF \$92,530 FOR AGENCY COORDINATION, STAKEHOLDER AND PUBLIC OUTREACH, AND CONCEPT RENDERINGS FOR THE DOWNTOWN RAILROAD OVERPASS 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.

WHEREAS, Wilson & Company, Inc. provided the Downtown Overpass Study approved by Resolution No. R21-88; and

WHEREAS, Wilson & Company, Inc. is continuing their services for preliminary engineering for the downtown overpass project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that an agreement with Wilson & Company, Inc. in the amount of \$92,530 for agency coordination, stakeholder and public outreach, and concept renderings for the downtown railroad overpass project, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and ratified and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



MEMORANDUM

DATE: March 30, 2023
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Downtown Railroad Overpass Project

RECOMMENDATION:

I recommend approval of the Downtown Railroad Overpass Agreement with Wilson & Company Inc in the amount not to exceed \$92,530.

DISCUSSION:

Wilson & Company was selected following the City Standard Selection Policy upon which they provided the study phase services. They are continuing their services with this agreement.

The study phase completed last year provided three city council approved concepts to further evaluate. Due to the ongoing Downtown Revitalization Project last year, the decision was made to coordinate stakeholder and public meetings with that project consultant instead of having multiple meetings with the same people. The result was that some of the scope services were downsized and could not be completed, upon which payment of said services were not made. In addition, the Union Pacific Railroad (UPRR) went through a large reorganization resulting in little contact availability and no decisions from the UPRR on which concept to proceed. The Nebraska Department of Transportation (NDOT) and UPRR recommendation was to bring the City's preferred concept forward for discussion.

This agreement includes the public and stakeholder involvement required to select the preferred concept which will facilitate a meeting and discussion with the NDOT and UPRR. The agency coordination includes design modifications from their input. In addition, it provides the deliverables and cost estimate needed to engage these agencies to obtain a City-NDOT-UPRR agreement relating to proposed work, cost sharing, timeline, and so forth. It also provides renderings and detailed graphical report which may be used to provide education on a viaduct vote. Researching grant opportunities and guidance is part of their services.

Subconsultants include Confluence who will provide three-dimensional models and assist in public involvement. These include viaduct aesthetics and under viaduct concept. Confluence has provided an alternate item of a 2-minute illustrative video to further provide visualization and information to the public. This alternate video cost of \$12,800 is not part of this agreement, but it could be added at a later date is desired.

The project will begin immediately upon Wilson & Company's receipt of Notice to Proceed with final deliverables and presentation to the Committee of the Whole in September 2023.

FISCAL IMPACT:

Part of 2022/2023 budget CIP 22-022 in the amount of \$300,000.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogue

Approved By: [Signature]

March 30, 2023

Rick J. Bogus, PE
City Engineer
City of Columbus
2424 14th Street
Columbus, NE 68602-1677

Subject: Letter of Agreement – Columbus Downtown Overpass Study – Phase 2 (“Agreement”)

Dear Mr. Bogus & City of Columbus:

Thank you for selecting Wilson & Company for the Columbus Downtown Overpass Study – Phase 2. The following outlines the agreed upon scope of work/services, compensation, timeline, and billing terms:

Project Scope/Services to be Completed:

- 1) See attached scope of services Exhibit A.
- 2) Additional scope and services may be added by supplemental agreement as agreed to by both parties.

Compensation:

See Exhibit B for details of compensation, on a cost-plus fixed fee basis.

Timeline for Completion of Project:

See anticipated schedule as included in Exhibit A.

Billing Terms:

Project invoices will be remitted for payment generally on a four-week billing cycle. Payments shall be made to the Engineer within thirty (30) days of receipt by the City.

If you consent to the scope of work, compensation, schedule, and billing terms outlined above, and once you have reviewed the Standard Terms and Conditions in the attached document, please sign both documents and return by email or mail.

If you have any questions, you may contact Matt Bryant at (402) 408-4806 or by email at Matt.Bryant@wilsonco.com.

Sincerely,
WILSON & COMPANY



Nicholas Thomas, PE
Vice President

3/30/2023

Acceptance:

On behalf of City of Columbus, I am authorized to agree to and accept the terms and conditions of this Agreement as outlined above, and hereby authorize Wilson & Company to proceed.

City of Columbus

Name: _____

Title: _____

Date: _____

Columbus Viaduct – Public Involvement & Agency Coordination - Scope of Work

Project Purpose: Identify and evaluate potential alternatives for at least one combined vehicular and pedestrian grade separated crossing of the UPRR to arrive at a preferred alternative with public support, planning level cost estimate and supporting materials to pursue partner funding for ultimate implementation. The team will investigate a separate stand-alone pedestrian bridge crossing in the downtown area separate from and in addition to the combined vehicular/ped viaduct.

Task 1: Project Management

Task 1.1: General Project Management

General project management duties of staff coordination, contracting, invoicing, work planning, client coordination, team coordination.

Task 1.2: Meetings (3 virtual)

Three coordination meetings with City Staff and design team

Task 2: Agency Coordination

Agency coordination with anticipated funding partners UPRR & NDOT.

Task 2.1: NDOT Coordination

Present update on progress, present general concepts, gather input.

Task 2.2: UPRR Coordination

Present update on progress, present general concepts, gather input.

Task 2.3: Review of grant funding & assistance

Provide guidance to the City of grant opportunities and general review assistance. City to provide research, grant writing, and submittal.

Task 3: Stakeholder & Public Outreach

The public outreach activities will establish the vision for the project and garner input on preferred concepts. 3 Stakeholder meetings with small groups to be identified and organized by the City. Plan and organize a city wide public open house meeting.

Task 3.1: Stakeholder meeting prep

Preparing documents and exhibits for the stakeholder meeting.

Task 3.2: Hold 3 stakeholder meetings

Plan and attend in person 3 stakeholder meetings to present current alternative concepts and gather input and build support. City to identify stakeholder groups and provide contact information.

Task 3.3: Summary of Stakeholder Input

Compile notes and feedback from individual meetings. Provide summary of input and recommendations for action.

Task 3.4: Public open house meeting prep

Preparing documents and exhibits for the public open house.

Task 3.5: Hold one public open house meeting

Plan and attend in person a public open house meeting to present current alternative concepts and gather input and build support.

Task 3.6: Summary of Open House Input

Compile notes and feedback from public open house. Provide summary of input and recommendations for action.

Task 3.7: Columbus Days booth & prep (1 day only)

A booth will be set up at the Columbus Days event in August to help bring awareness to the study and current concepts. Wilson & Company team to provide 2 attendees to

engage the public. Will use display and boards from previous public involvement activities. Provide summary report of input received. City to provide booth at no cost.

Task 3.8: Generate final report of PI input

Compile notes and feedback from 3 stakeholder meetings, a public open house, Columbus Day, and general public input received throughout the process. Provide summary of input and recommendations for action.

Task 4: Concept Refinement

Task 4.1: Engineering design & modeling for renderings

Creating engineering based digital terrain surfaces to be used in modeled renderings. Provided surfaces for 3 concepts to Confluence for development of rendered drawings or optional video.

Task 4.2: Design modifications based on Agency input

Update designs based on comments received during agency coordination.

Task 4.3: Design modifications based on Stakeholder input

Update designs based on comments received during Stakeholder coordination.

Task 4.4: Update conceptual cost estimates

Update previously developed conceptual costs estimates. Will not be a detailed engineering designed estimate.

Task 4.5: Finalize preferred concept

Update design based on Public Open house and City provided input to develop a public supported preferred concept.

Task 4.6: Update final report

A final graphical report presented to the city council depicting the work completed during the study, stakeholder input, the options and the final preferred concept with a conceptual cost estimate will be developed. City to obtain all electronic versions of pictures, reports, tables, graphics and other material for use for public education purposes.

Subconsultant Scope

Wilson & Company has partnered with Confluence to provide general public involvement support and to develop 3D rendered visual aides to be used during public involvement activities. Confluence shall provide the team with the following tasks and support.

1. Model three roadway options with context. Sketchup only. With real examples (local desired) that are similar to the three roadway concepts.
2. Provide precedence images of spaces under viaducts: i.e. dog parks, outdoor seating, pedestrian mall, etc. and costs for those spaces.
3. Meet with City to review deliverables (in person)
4. Meet with stakeholder groups (three individual meetings) in person
5. Follow up meeting with City to finalize deliverables.
6. Attend public open house
7. Synthesize input and summarize findings.
8. Provide still 3D perspectives of preferred concept or an option illustrative video.

See Exhibit B for Confluence – details of compensation.

Anticipated Schedule

A proposed general schedule is shown below and is based on an anticipated Notice to Proceed in mid-April with conclusion of activities by fall of 2023.

<u>2023</u>	<u>Major Task\Activity</u>
April	NTP
April-May	Agency outreach (UPRR & NDOT)
June-July	Stakeholder Meetings (3)
Aug	Columbus Days & Public Open House
Aug-Sept	Summary of Public Involvement & Final Report

Consultant's Estimate of Hours

Exhibit B - Public Involvement & Agency Coordination

Project Name: Columbus Viaduct Study - Phase 2

Project Number: _____

Consultant: Wilson & Company

Control Number: _____

Consultant PM: Matt Bryant, 402-408-4806, Matt.Bryant@wilsonco.com

LPA RC: Rick Bogus, 402-562-4235, Rick.Bogus@columbusne.us

Date: 3/30/20223



TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SRPL	ENG	AENG	SDES	DES	ADM	JPLN	SUP	Total
Task 1 - Project Management	4	33	4	17							58
1. General Project Management	4	24	4	8							40
2. Meetings (3 virtual)		9		9							18
Task 2 - Agency Coordination		38	8	4						16	66
1. NDOT Coordination (funding)		16									16
2. UPRR Coordination (funding & concept review)		18		4							22
3. Review of grant funding & assistance		4	8							16	28
Task 3 - Stakeholder & Public Outreach		48		72					4		124
1. Stakeholder meeting prep		4		6							10
2. Hold 3 stakeholder meetings		18		18							36
3. Summary of Stakeholder input		2		6							8
4. Public open house meeting prep		4		12							16
5. Hold one public open house meeting		6		6							12
6. Summary of Open House input		2		4							6
7. Columbus Days booth & prep (1 day only)		8		12							20
8. Generate final report of PI input		4		8					4		16
Task 4 - Concept Refinement		8		60	40				6		114
1. Engineering design & modeling for renderings				24	16						40
2. Design modifications based on Agency input				8	8						16
3. Design modifications based on Stakeholder input				8	8						16
4. Update conceptual cost estimates		2		4							6
5. Finalize preferred concept		2		8	8				2		20
6. Update final report		4		8					4		16
Total Days	0.5	15.9	1.5	19.1	5				1.3	2	45.3
Total Hours	4	127	12	153	40				10	16	362

Direct Expenses

Exhibit B - Public Involvement & Agency Coordination

Project Name: Columbus Viaduct Study - Phase 2
Consultant: Wilson & Company
Consultant PM: Matt Bryant, 402-408-4806, Matt.Bryant@wilsonco.com
LPA RC: Rick Bogus, 402-562-4235, Rick.Bogus@columbusne.us
Date: 3/30/20223

Project Number: _____
Control Number: _____



Subconsultants:			Amount
Confluence - Project Renderings & PI support			\$29,090.00
Subtotal			\$29,090.00
Printing and Reproduction:	Qty	Unit Cost	Amount
Meeting display boards (7), handouts, etc	1	\$750.00	\$750.00
Subtotal			\$750.00
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel: 7 Round Trip Omaha to Columbus @ 180 miles	1260	\$0.655	\$825.30
Subtotal			\$825.30
Lodging/Meals:	Qty	Unit Cost	Amount
Meals on travel days	1	\$150.00	\$150.00
Subtotal			\$150.00
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Misc & rounding	1	\$7.88	\$7.88
Subtotal			\$7.88
TOTAL DIRECT EXPENSES			\$30,823.18

Project Cost & Breakdown**Exhibit B - Public Involvement & Agency Coordination****Project Name:** Columbus Viaduct Study - Phase 2**Project Number:** _____**Consultant:** Wilson & Company**Control Number:** _____**Consultant PM:** Matt Bryant, 402-408-4806, Matt.Bryant@wilsonco.com**LPA RC:** Rick Bogus, 402-562-4235, Rick.Bogus@columbusne.us**Date:** 3/30/20223

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	4	\$76.72	\$306.88
Program Manager	127	\$74.24	\$9,428.48
Sr. Planner	12	\$79.00	\$948.00
Engineer	153	\$46.25	\$7,076.25
Assistant Engineer	40	\$35.04	\$1,401.60
Sr. Designer/Tech		\$51.28	
Designer/Tech		\$32.38	
Administrative			
Junior Planner	10	\$22.00	\$220.00
Support	16	\$44.16	\$706.56
	362	Subtotal	\$20,087.77

DIRECT EXPENSES	Amount
Subconsultants:	\$29,090.00
Printing And Reproduction:	\$750.00
Mileage/Travel:	\$825.30
Lodging/Meals:	\$150.00
Other Miscellaneous Costs:	\$7.88
	Subtotal
	\$30,823.18

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$20,087.77
Overhead @ 179.26%	\$36,009.34
Direct Expenses	\$30,823.18
Fee for Profit Rate @ 10.00%	\$5,609.71
TOTAL COST	\$92,530.00

Staffing Plan

Exhibit B - Public Involvement & Agency Coordination

Project Name: Columbus Viaduct Study - Phase 2
Consultant: Wilson & Company
Consultant PM: Matt Bryant, 402-408-4806, Matt.Bryant@wilsonco.com
LPA RC: Rick Bogus, 402-562-4235, Rick.Bogus@columbusne.us
Date: 3/30/20223

Project Number: _____
Control Number: _____



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SDES	Sr. Designer/Tech
2	PM	Program Manager	7	DES	Designer/Tech
3	SRPL	Sr. Planner	8	ADM	Administrative
4	ENG	Engineer	9	JPLN	Junior Planner
5	AENG	Assistant Engineer	10	SUP	Support

Overhead Rate ^[1]
179.26%
Fee for Profit Rate ^[2]
10.00%
FCCM (if applicable)

BLENDING RATES TABLE

Template: T-WB-X1.1 (rev 06-22-2021) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
Matt W. Bryant, PE	P6 - Operations Manager, Principal	\$74.24	90%
Nicholas Thomas, PE	OF7 - VP & Service Unit Manager	\$99.04	10%
		Blended Rate:	\$76.72
Program Manager			
Matt W. Bryant, PE	P6 - Operations Manager, Principal	\$74.24	100%
		Blended Rate:	\$74.24
Sr. Planner			
Jim Townsend	OF6 - AVP & Senior Planner	\$79.00	100%
		Blended Rate:	\$79.00
Engineer			
Carlos Leija, PE	P4 - Staff Detail Designer (Licensed)	\$49.00	32%
Michael Steffensmeier, PE	P4 - Staff Detail Designer (Licensed)	\$48.00	36%
Joe Haines, PE	P4 - Staff Detail Designer (Licensed)	\$41.52	32%
		Blended Rate:	\$46.25
Assistant Engineer			
Jonathan Dale, EI	P3 - Staff Detail Designer (Unlicensed)	\$35.04	100%
		Blended Rate:	\$35.04
Sr. Designer/Tech			
Craig Nachbar	PD - 4 Senior Design Tech	\$51.28	100%
		Blended Rate:	\$51.28
Designer/Tech			
Jeremy Mendoza	PD - 3 Design Tech	\$34.80	75%
Andrew Strong	PD - 3 Design Tech	\$25.12	25%
		Blended Rate:	\$32.38
Junior Planner			
Kristen Manthei	PL1-Junior Planner	\$22.00	100%
		Blended Rate:	\$22.00
Support			
Ashley Martinez	SP5 - Specialist/Grant Administration	\$44.16	100%
		Blended Rate:	\$44.16

Columbus Viaduct	Principal	Assoc Principal	Graphics	Support
Model Three options	1	3	40	12
Find Local Examples		2		12
Precedence Images/ sketches for under viaduct spaces	6	2		16
Budget costs	2	4		12
City Review Meeting		6		2
Meet with Stakeholder Groups		18		18
City Review Meeting		6		2
Prepare for Public Open House		4		12
Attend Public Open House		6		6
Synthesize input	1	4		6
3 Illustrations still views of preferred option		3	35	4
<i>Subtotal Hours</i>	10	58	75	102
<i>Hourly Rate</i>	175	115	160	85
Subtotal	\$ 1,750.00	\$ 6,670.00	\$ 12,000.00	\$ 8,670.00
Total	\$ 29,090.00			
Optional Additional				
Illustrative video - 2 minutes of single option		\$12,800		
Total with Optional Model	\$	41,890.00		

**WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS
STANDARD TERMS AND CONDITIONS**

- 1. Standard of Care.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
- 2. Compensation.** For the scope of services stated in the attached Agreement, Client agrees to pay Consultant the compensation stated in the attached Agreement. Consultant agrees to submit invoices every four weeks for service, unless otherwise mutually agreed upon in writing by both parties, rendered in the manner and format stated in the attached Agreement.
- 3. Mutual Indemnification.** To the fullest extent permitted by law, Client and Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or sub-consultants in the performance of services under this Agreement, as adjudicated in a court of competent jurisdiction, or an arbitration order. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- 4. Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control.
- 5. Dispute Resolution.** Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to non-binding mediation, as a condition-precedent to pursuing litigation in a court of competent jurisdiction, or arbitration, unless the parties mutually agree otherwise. Such non-binding mediation, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect as of the date of this Agreement.
- 6. Termination of Contract.** Client may terminate this Agreement with fourteen days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with fourteen days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.
- 7. Hazardous Environmental Conditions.** It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

**WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS
STANDARD TERMS AND CONDITIONS**

- 8. Ownership of Documents.** All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant’s professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant’s professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant’s written permission, shall be at Client’s sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including reasonable attorneys’ fees, arising out of such reuse by Client or by others acting through Client.
- 9. Use of Electronic Media.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.
- 10. Construction Phase Services.** If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.
- 11. Opinions of Cost.** When included in Consultant’s scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant’s experience and qualifications and represent Consultant’s judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor’s methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant’s opinions or estimates of probable construction cost.

Dated this 30th day of March, 2023.

BY CONSULTANT:
Wilson & Company, Inc.,
Engineers & Architects

By: Nicholas Thomas
Print name: Nicholas Thomas, PE
Title: Vice President

BY CLIENT:

By: _____
Print name: _____
Title: _____

15. ORDINANCES ON FIRST READING

15.A. Ordinance No. 23-03 levying special assessments on Street Improvement District No. 185 (E 14 Avenue from 23 Street to north corporate limits) and Storm Water Sewer District No. 10 (south of Armory Drive and Kozy Drive intersection).

ORDINANCE NO. 23-03

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO LEVY SPECIAL ASSESSMENTS ON THE LOTS AND PARCELS OF REAL PROPERTY INCLUDED WITHIN STREET IMPROVEMENT DISTRICT NOS. 185 (EAST 14 AVENUE 23 STREET TO NORTH CORPORATE LIMITS) AND STORM WATER SEWER DISTRICT NO. 10 (SOUTH OF ARMORY DRIVE AND KOZY DRIVE INTERSECTION) TO PAY THE COST OF CONSTRUCTION OF IMPROVEMENTS IN SAID DISTRICTS; TO PROVIDE FOR THE METHODS OF PAYMENT OF SAID ASSESSMENTS; TO REPEAL ALL ORDINANCES AND RESOLUTIONS, OR PARTS THEREOF IN CONFLICT HERewith; AND TO PROVIDE FOR THE EFFECTIVE DATE.

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

SECTION 1. That the mayor and council hereby find and determine that pursuant to proceedings duly had according to law, improvements consisting of water and sewer mains, sidewalks, grading, curbing, guttering, drainage, and paving have been constructed in Street Improvement District No. 185 and Storm Water Sewer District No. 10; that said work and improvements have been completed according to contract and are hereby approved and accepted by the Mayor and Council; that the Mayor and Council met as a Board of Equalization on said Districts on March 20, 2023, between the hours of 6:15 p.m. and 6:45 p.m., for the purpose of reconsidering the proposed assessments in said Districts; that said meeting was held in the Council Chambers located at 1369 25 Avenue in Columbus, Nebraska; that on said date and during said hours said Board of Equalization granted hearings to all persons interested and equalized the special assessments hereinafter levied on the several lots and parcels of real property included within said Districts to pay the cost of improvements constructed therein; that notices of said sitting were published at least ten (10) days prior thereto in a legal newspaper published and having general circulation in the City of Columbus, Nebraska, affidavits thereof being on file in the office of the City Clerk; that the costs to be charged to the property owners for improvements in said Districts, exclusive of intersections and areas formed by the crossing of streets, avenues and alleys and one-half of the streets and avenues adjacent to real estate owned by the United States are as follows:

Street Improvement District No. 185	\$787,910.47
Storm Water Sewer District No. 10	\$324,588.88

and that this ordinance was passed to finally levy said special assessments in said Districts.

SECTION 2. That there are hereby levied and assessed upon the several lots and parcels of real property included within said Street Improvement District No. 185, and

The City of **Columbus**

MEMORANDUM

DATE: March 30, 2023
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Ordinance to Levy Special Assessments for SID# 185; and SWSD# 10

RECOMMENDATION:

I recommend approval of the Ordinance to levy special assessments as approved by the Board of Equalization at their March 20, 2023, meeting for SID# 185 (East 14th Avenue from 23rd Street to north corporation limits) and SWSD# 10 (Frontier Regional Stormwater Treatment and Detention Facility)

DISCUSSION:

Board of Equalization met and heard from benefiting property owners on March 20, 2023, and recommended approval for all districts. The Board approved an interest rate of five (5) percent which is reflective in these special assessments.

Assessments to benefiting properties are in accordance with State Statutes and City Assessment Policy and thus consistent with past policies and assessments.

FISCAL IMPACT:

Special assessments, approved deferments, and general obligation costs for all districts.

ALTERNATIVE:

None.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

Storm Water Sewer District No. 10 and in said City special assessments to pay the cost of constructing said improvements in the amounts set forth in the schedule immediately below and opposite the descriptions of said lots and parcels of real property, all situated in the City of Columbus, Platte County, Nebraska, and said descriptions being made with reference to the recorded plats thereto:

STREET IMPROVEMENT DISTRICT NO. 185

Lot 20, Block 1, Thiele 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$12,987.57
Part of the SE 1/4 SE 1/4 of Section 16, Township 17 North, Range 1 East of the 6 th P.M., Platte County, Nebraska, described as follows: Commencing at a point 233 feet North of the Southeast corner of Section 16, Township 17 North, Range 1 East of the 6 th P.M., Platte County, Nebraska; running thence west 165 feet; thence North 132 feet; thence East 165 feet; thence South 132 feet to the place of beginning, all lines to be parallel to said section lines	\$13,937.88
A parcel of land located in part of the SE1/4 SE1/4 of Section 16, Township 17 North, Range 1 East, of the 6 th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at a point 365 feet North of the Southeast corner, on the East line of said Section 16; thence Westerly 165 feet; thence Northerly 132 feet; thence Easterly 165 feet; thence Southerly 132.05 feet to the point of beginning; Containing 0.40 acres more or less, excluding therefrom any portion used for County Road Right-of-Way	\$13,937.88
A parcel of land located in part of the SE 1/4 SE 1/4 of Section 16, Township 17 North, Range 1 East of the 6 th P.M., Platte County Nebraska, more particularly described as follows: Commencing at a point 497.05' North of the SE corner on the East line of said Section 16, thence running Westerly 33' to a point of beginning, thence continuing westerly 132', thence northerly 68' thence Easterly 132' thence Southerly 68' to the point of beginning containing 21 acres more or less not including county road Right-of-Way	\$7,180.12
A parcel of land located in part of the SE 1/4 SE 1/4 of Section 16, Township 17 North, Range 1 East, of the 6 th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at a point 565.05 feet North of the Southeast corner on the East line of said Section 16, thence running Westerly 33 feet to a Point of Beginning, thence continuing Westerly 132 feet, thence Northerly 64 feet, thence Easterly 132 feet, thence Southerly 64 feet to the Point of Beginning. Containing 0.19 acres more or less	\$6,757.76
S1/2 Lot 1, Block 1, Thiele 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$10,400.62

N1/2 Lot 1, Block 1, Thiele 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$10,400.62
Lot 2, Block 1, Thiele 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$13,937.88
Beginning on the East line of Section 16, Township 17 North, Range 1 East of the 6 th P.M. at a point 958 feet North of the Southeast corner of Section 16, Township 17 North, Range 1 East, thence West 165 feet, thence North 132 feet, thence East 165 feet, thence South 132 feet to the point of beginning, all contained within the N1/2 of SE1/4 of SE1/4 of Section 16, Township 17, North, Range 1, East of the 6 th P.M., Platte County, Nebraska	\$13,937.88
Lot 3, Block 1, Thiele 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$13,937.88
Lot 4, Block 1, Thiele 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$13,937.88
Lot 5, Block 1, Thiele 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$13,937.88
Lot 6, Block 1, Thiele 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$13,937.88
Lot 7, Block 1, Thiele 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$13,937.88
A tract of land contained within the SE1/4 of Section 16, Township 17 North, Range 1 East of the 6 th P.M., Platte County, Nebraska, described as follows: Beginning at a point 66 feet North of the NE Corner of Lot 7, Block 1, Thiele First Subdivision; thence North 180 feet parallel with the West line of said section; thence West 132 feet; thence South 180 feet; thence East 132 feet to the point of beginning	\$19,006.20
Lot 1, Block A, Nick Luchsinger Addition to the City of Columbus, Platte County, Nebraska	\$20,273.28
The West 480 feet of the South 100 feet of the North 200 feet of the Southwest quarter of the Northwest quarter (SW1/4 NW1/4) of Section Fifteen (15), Township Seventeen North (17N) Range One (1) East of the 6 th P.M. subject to highway right of way on the West 33 feet thereof	\$21,118.00
A tract of land starting at a point 200 feet South of the Northwest corner of the SW1/4 NW1/4 of Section 15, Township 17 North, Range 1 East of the 6 th P.M., Platte County, Nebraska, thence east 240 feet; thence South 100 feet; thence West 240 feet; thence North 100 feet to the place of beginning	\$10,559.00
Lot 3, Johannes 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$15,838.50

Lot 4, Johannes 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$13,621.11
Lot 6, Johannes 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$12,934.78
Lot 8, Johannes 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$12,934.78
Lot 10, Johannes 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$13,726.70
N1/2 Lot 12, Johannes 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$13,515.52
S1/2 Lot 12, Johannes 1 st Subdivision to the City of Columbus, Platte County, Nebraska	\$13,515.52
A tract of land beginning at the Northwest corner of the N1/2 of the NW1/4 of the SW1/4 Sec. 15, T17N, R1E and assuming the North line of said N1/2 of the NW1/4 of the SW1/4 to have a bearing of N89°53'47"E, thence N89°53'47"E on said North line, 1323.23 feet, to the Northeast corner of the N1/2 of the NW1/4 of the SW1/4; thence S00°02'48"E on the East line of said N1/2 of the NW1/4 of the SW1/4, 664.95 feet, to the Southeast corner of the N1/2 of the NW1/4 of the SW1/4; thence S89°54'11"W on the South line of the N1/2 of the NW1/4 of the SW1/4, 1322.23 feet, to the Southwest corner of the N1/2 of the NW1/4 of the SW1/4; thence N00°07'58"W on the West line of the N1/2 of the NW1/4 of the SW1/4, 120.00 feet; thence S89°09'10"E, 210.11 feet; thence N00°07'01"W, 149.93 feet; thence N89°08'54"W, 210.15 feet, to the West line of said N1/2 of the NW1/4 of the SW1/4; thence N00°07'58"W on said West line of the N1/2 of the NW1/4 of the SW1/4, 394.84 feet, to the point of beginning, now a part of the City of Columbus, Nebraska	\$41,691.16
Lot 3, New Frontier Subdivision to the City of Columbus, Platte County, Nebraska	\$12,027.76
Lot 2, New Frontier Subdivision to the City of Columbus, Platte County, Nebraska	\$10,060.62
N1/2 S1/2 NW1/4 SW1/4 of Section 15, Township 17 North, Range 1 East of the 6 th P.M., Platte County, Nebraska	\$35,102.34
Lambertus Subdivision to the City of Columbus, Platte County, Nebraska	\$17,560.67
The N1/2 S1/2 S1/2 NW1/4 SW1/4 of Section 15, Township 17 North, Range 1 East of the 6 th P.M, Platte County, Nebraska; excepting therefrom Lambertus Subdivision, a tract of land located in the N1/2 S1/2 S1/2 NW1/4 SW1/4 of section 15, Township 17 North, Range 1 East of the 6 th P.M., Platte County, Nebraska and The S1/2 S1/2 S1/2 of the NW1/4 SW1/4 of Section 15,	\$17,551.17

Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska	
The North 329.74 feet of the W1/2 SW1/4 SW1/4 Section 15, Township 17 North, Range 1 East of the 6 th P.M., Platte County, Nebraska containing 5.0 acres, more or less	\$34,817.25
Lot 1, Block A Lambert Industrial Addition to the City of Columbus, Platte County, Nebraska	\$15,831.11
Lot 1, Fritz Subdivision to the City of Columbus, Platte County, Nebraska; And A tract of land located in the SW1/4 of the SW1/4, Section 15, Township 17 North, Range 1 East of the 6 th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Southwest corner of Fritz Subdivioin, being a part of said SW1/4 SW1/4 and now the City of Columbus, Platte County, Nebraska; thence N89°49'42" E, 231.08 feet on the South line of said Fritz Subdivision to the SOutheast corner thereof; thence S00°10'10"E, 60.00 feet; thence S89°49'42" W, 231.07 feet to the West line of said SW1/4 SW1/4; thence N00°11'05" W, 60.00 feet on the West line of said SW1/4 Sw1/4 to the point of beginning.	\$6,335.40
Lot 1, Fritz Subdivision to the City of Columbus, Platte County, Nebraska; And A tract of land located in the SW1/4 of the SW1/4, Section 15, Township 17 North, Range 1 East of the 6 th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Southwest corner of Fritz Subdivision, being a part of said SW1/4 SW1/4 and now the City of Columbus, Platte County, Nebraska; thence N89°49'42" E, 231.08 feet on the South line of said Fritz Subdivision to the Southeast corner thereof; thence S00°10'10"E, 60.00 feet; thence S89°49'42" W, 231.07 feet to the West line of said SW1/4 SW1/4; thence N00°11'05" W, 60.00 feet on the West line of said SW1/4 Sw1/4 to the point of beginning.	\$22,173.90
A tract of land located in the SW1/4 SW1/4 of Section 15, Township 17 North, Range 1 East of the 6 th P.M., Platte County, Nebraska, described as follows: Commencing at the SW corner of Section 15, T17N, R1E of the 6 th P.M., Platte County, Nebraska; thence northerly on an assumed bearing of N 00°00'00"E, 60.00 feet, to the point of beginning, said point also being on the North R.O.W. line of Highway No. 30; thence N 00°00'00" E and on the West line of the SW1/4 SW1/4, 520.00 feet, to a point; thence S 89°59'14' 231.00 feet, to a point; thence S 00°00'00" E, 520.00 feet, to a point, said point also being on the North R.O.W. line of Highway No. 30; thence N 89°59'14" W and on said North R.O.W. line of Highway No. 30, 231.00 feet, to the point of beginning, containing 2.76 acres, more or less. The South 60.00 feet thereof reserved for frontage road purposes	\$42,236.00

The South Half of the Northeast Quarter (S1/2 NE1/4) and the North Half of the Northeast Quarter of the Southeast Quarter (N1/2 NE1/4 SE1/4) of Section 16, in Township 17 North Range 1 East of the 6 th P.M., Platte County, Nebraska	\$142,340.60 (Ag Deferment)
The South Half of the Northeast Quarter (S1/2 NE1/4) and the North Half of the Northeast Quarter of the Southeast Quarter (N1/2 NE1/4 SE1/4) of Section 16, in Township 17 North Range 1 East of the 6 th P.M., Platte County, Nebraska	\$49,971.52 (Ag Deferment)

STORM WATER SEWER DISTRICT NO. 10

Granville Custom Homes Armory Drive Subdivision (Along Armory Drive)	\$(117,523.56)
Lots 6-14, Block A, Frontier Park Addition, A tract of land located in the N1/2 of the SW1/4 of Section 15, T17N, R1E of the 6th P.M. in the City of Columbus, Platte County, Nebraska	
Lots 1-6, Block A, Frontier Park 2 nd Addition to the City of Columbus, Platte County, Nebraska	
Lots 1-11, Block B, Frontier Park 2 nd Addition to the City of Columbus, Platte County, Nebraska	
A tract of land located in the N1/2 of the NW1/4 of the SW1/4 of Section 15, Township 17 North, Range 1 East of the 6th P.M., in Platte County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of the N1/2 of the NW1/4 of the SW1/4, and assuming the North line of said N1/2 of the NW1/4 of the SW1/4 to have a bearing of N89°53'47"E; thence N89°53'47" on said North line, 1323.23 feet, to the Northeast corner of the N1/2 of the NW1/4 of the SW1/4; thence S00°02'48"E on the East line of said N1/2 of the NW1/4 of the SW1/4, 664.95 feet, to the Southwest corner of the N1/2 of the NW1/4 of the SW1/4; thence S89°54'11"W on the South line of the N1/2 of the NW1/4 of the SW1/4, 1322.23 feet, to the Southeast corner of the N1/2 of the NW1/4 of the SW1/4; thence N00°07'58"W on the West line of the N1/2 of the NW1/4 of the SW1/4, 120.00 feet; thence S89°09'10"E, 210.11 feet; thence N00°07'01"W 149.93 feet; thence N89°08'54"W, 210.15 feet, to the West line of said N1/2 of the NW1/4 of the SW1/4; thence N00°07'58"W of said West line of the N1/2 of the NW1/4 of the SW1/4, 394.84 feet, to the point of beginning, now a part of the City of Columbus, Nebraska	
Granville Custom Homes Armory Drive Subdivision (along Kozy Drive)	\$(21,585.96)
Lots 1-10, Block A, Armory Subdivision, a Subdivision of Lot 1, Frontier Subdivision, City of Columbus, Platte County, Nebraska	

M & M Hanson Properties, LLC	\$(63,158.92)
Lots 1 and Lot 4, Sunside Subdivision, Part of the SE1/4 NW1/4 of Section 15, Township 17 North, Range 1 East of the 6 th P.M., Platte County, Nebraska being part of the City of Columbus, Platte County, Nebraska	
Lots 1-2, Armstrong 1 st Subdivision, a Minor Subdivision of Lot 3, Sunside Subdivision Part of the SE1/4 NW1/4 Section 15, T17N, R1E, Platte County, Nebraska	
The South ½ of Lot 5, Sunside Subdivision, part of the SE1/4 NW1/4 of Section 15, Township 17 North, Range 1 East of the 6 th P.M., Platte County, Nebraska, being part of the City of Columbus, Platte County, Nebraska	
The North ½ of Lot 5, Sunside Subdivision, part of the SE1/4 NW1/4 of Section 15, Township 17 North, Range 1 East of the 6 th P.M., Platte County, Nebraska, being part of the City of Columbus, Platte County, Nebraska	
Lots 1-4, Block "A", Sunside 2 nd Subdivision, a Replat of Lots 7, 8, and the East 43 feet of Lot 9 of Sunside Subdivision to the City of Columbus, Platte County, Nebraska and a Part of the SE1/4 NW1/4 of Section 15, Township 17 North, Range 1 East of the 6 th P.M., Platte County, Nebraska	
Parcel 3: #710165266, 3153 Kozy Dr., Columbus NE 68601 The West 82.2 Feet of Lot 9, Sunside Subdivision Part of the SE1/4NW1/4 of Section 15, Township 17 North, Range 1 East of the 6 th P.M., Platte County, Nebraska, being a part of the City of Columbus, Platte County, Nebraska	
The East 72.80 feet of the West 155.00 feet of Lot 9, Sunside Subdivision,, part of the SE1/4 NW1/4 of Section 15, Township 17 North, Range 1 East of the 6 th P.M., Nebraska, being part of the City of Columbus, Platte County, Nebraska	
Lots 1-21, Block C, Sunside 2 nd Subdivision, a Replat of Lots 7, 8, and the East 43 Feet of Lot 9 of Sunside Subdivision to the City of Columbus, Platte County, Nebraska, and Part of the Southeast 1/4 of the Northwest 1/4 of Section 15, T17N, R1E, Platte County, Nebraska	
Lots 1-5, Block B, Sunside 2 nd Subdivision, a Replat of Lots 7, 8, and the East 43 Feet of Lot 9 of Sunside Subdivision to the City of Columbus, Platte County, Nebraska, and Part of the Southeast 1/4 of the Northwest 1/4 of Section 15, T17N, R1E, Platte County, Nebraska	
Lots 5-7, Block A, Sunside 2 nd Subdivision, a Replat of Lots 7, 8, and the East 43 Feet of Lot 9 of Sunside Subdivision to the City of Columbus, Platte County, Nebraska, and Part of the Southeast 1/4 of the Northwest 1/4 of Section 15, T17N, R1E, Platte County, Nebraska	

City Property	\$(75,151.12)
Lot 1, Block B, Armory 2nd Subdivision to the City of Columbus, Platte County, Nebraska	
Lot 1, Block A, Armory 2nd Subdivision to the City of Columbus, Platte County, Nebraska	
The West Half of the Southeast Quarter (W1/2 SE1/4) of Section Fifteen (15); and The Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section Fifteen (15); and The South Eight (8) acres of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section Fifteen (15)	\$24,783.88 (Ag Deferment)
N1/4S1/4NW1/4SW1/4 of Section 15, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska	\$56,763.08 (Ag Deferment)
Parcel 1: The N1/2 S1/2 S1/2 NW1/4 SW1/4 of Section 15, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, excepting therefrom Lambertus Subdivision, a tract of land located in the N1/2 S1/2 S1/2 NW1/4 SW1/4 of Section 15, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska Parcel 2: The S1/2 S1/2 S1/2 of the NW1/4 SW1/4 of Section 15, Township 17 North, Range 1 East of the 6th P.m., Platte County, Nebraska	\$40,773.48 (Ag Deferment)

SECTION 3. That the mayor and council find and determine that the assessments herein levied upon each lot and parcel of real property are not in excess of the benefits thereto especially accruing from the construction of said improvements, and the special assessments are hereby levied in proportion to the special benefits accruing to said lots and parcels of real property respectively from said improvements.

SECTION 4. That said special assessments in Street Improvement District No. 185 shall be a lien on the lots and parcels of real estate upon which levied from the date of levy thereof, and shall be due and payable to the city treasurer as provided by law, and shall become delinquent as follows: one-fifteenth in fifty days; one-fifteenth in one year; one-fifteenth in two years; one-fifteenth in three years; one-fifteenth in four years; one-fifteenth in five years; one-fifteenth in six years; one-fifteenth in seven years; one-fifteenth in eight years; one-fifteenth in nine years; one-fifteenth in ten years; one-fifteenth in eleven years; one-fifteenth in twelve years; one-fifteenth in thirteen years; one-fifteenth in fourteen years; respectively, after the date of the levy thereof; and that each of said installments, except the first, shall draw interest at the rate of five percent (5.00%) per annum from the date of levy thereof until the same shall become delinquent, and after the same becomes delinquent shall draw interest at the rate of fourteen percent (14%) per annum until paid; that any installment not paid on or before the date it shall become delinquent shall be certified to the County Treasurer of Platte County, Nebraska, at the time of the next certification for general revenue purposes, and by such officer placed

upon the tax list and collected as other real estate taxes are collected or may be collected as otherwise permitted by law.

SECTION 5. That said special assessments in Storm Water Sewer District No. 10 shall be a lien on the lots and parcels of real estate upon which levied from the date of levy thereof, and shall be due and payable to the city treasurer as provided by law, and shall become delinquent as follows: one-tenth in fifty days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years; one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; one-tenth in nine years; respectively, after the date of the levy thereof; and that each of said installments, except the first, shall draw interest at the rate of four percent (4.00%) per annum from the date of levy thereof until the same shall become delinquent, and after the same becomes delinquent shall draw interest at the rate of fourteen percent (14%) per annum until paid; that any installment not paid on or before the date it shall become delinquent shall be certified to the county treasurer of Platte County, Nebraska, at the time of the next certification for general revenue purposes, and by such officer placed upon the tax list and collected as other real estate taxes are collected or may be collected as otherwise permitted by law.

SECTION 6. That all ordinances and resolutions or parts thereof in conflict herewith be and hereby are repealed.

SECTION 7. That this ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____ 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

16. ORDINANCES ON SECOND READING

16.A.Ordinance No. 23-02 amending Section 150.001 of Chapter 150 of Title XV of Columbus City Code to adopt Appendix C (Group U, Agricultural Buildings) of the 2018 International Building Code to increase allowable area for non-protected wood frame agricultural buildings from 5,500 square feet to 12,000 square feet.

ORDINANCE NO. 23-02

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 150.001 OF CHAPTER 150 OF TITLE XV OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) BY ADOPTING APPENDIX C (GROUP U, AGRICULTURAL BUILDINGS) OF THE 2018 INTERNATIONAL BUILDING CODE THAT INCREASES ALLOWABLE AREA FOR NON-PROTECTED WOOD FRAME AGRICULTURAL BUILDINGS FROM 5,500 SQUARE FEET TO 12,000 SQUARE FEET; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 150.001 of Chapter 150 of Title XV of the Columbus City Code be amended and revised to read as follows:

§ 150.001 ADOPTION OF THE 2018 INTERNATIONAL BUILDING CODE.

It is hereby adopted for the purpose of establishing rules and regulations for the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings or structures within the City or its extraterritorial jurisdiction, including permits and providing penalties for the violation hereof that a certain building code known as the International Building Code and Appendix C of said code, 2018 Edition, one copy of said book had been and is now filed in the office of the City Clerk and the same is hereby adopted and incorporated by reference herein and made a part hereof as if fully set forth and laid before these pages herein, from the date on which this section shall take effect and the provisions thereof shall be controlling of the erection, construction, enlargement, alternation, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings or structures within the City or within the extraterritorial jurisdiction of the City.

Section 2. This ordinance shall repeal all ordinances or portions thereof and in conflict herewith.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City office.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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