

City Council Regular Meeting
Monday, September 18, 2023 6:00 PM
Columbus Community Building/Community Room
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 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 September 5, 2023, City Council meeting.

PROCEEDINGS OF CITY COUNCIL
September 5, 2023

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on September 5, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on August 30, 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 acknowledgment 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 Property Director Doug Moore, Human Resources Director Tammy Orender, Finance Director Heather Lindsley, Park and Recreation Director Betsy Eckhardt, Communications Manager Matt Lindberg, Computer Network Technician Matt Soukup, and Computer Technician Patrick Kosmacek.
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 August 21, 2023, City Council meeting.**

4.B. Minutes of August 28, 2023, Civil Service Commission meeting.

4.C. Resolution No. R23-116 authorizing payments of various improvement projects. Resolution No. R23-116 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., SENIOR CENTER ENTRY RENO, \$24,4004.40; GEHRING CONSTRUCTION AND READY MIX COMPANY INC., SID NO. 189 48TH AVENUE FROM 23RD STREET TO SOUTH OF BRADSHAW PARK ENTRANCE & CONCRETE PAVING IMPROVEMENTS 2023, \$433,477.75; NEMAHA LANDSCAPE CONSTRUCTION, INC. COLUMBUS PAWNEE PARK, \$57,900.00.

4.D. Payroll and bills on file. B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grants; I=Insurance; L=License; M=Membership; P=Payment; R=Refund; S=Service & Supplies; T=Training; 9/15/23 Payroll \$762,894.81; 911 Custom 37.00 S; R Absalon 95.78 T; Ace Hrdwr 1,351.61 S; Addept Media 100.00 S; Advance Auto 4,586.07 S; AKRS Eq 156.45 S; American Legal 495.00 S; American Red Cross 187.00 T; AOI 7,383.04 CP; APCO 17,717.22 Q; Archivesocial 1,797.00 S; Arnold Motor 305.38 S; B2 Environ 94,100.00 CP; P Baker 45.35 R; B-D Constr 24,404.40 CP; Best Version Media 304.00 S; Big Pals Little Pals 6,380.19 G; Bomgaars 1,073.07 S; Bound Tree Med 848.17 S; Capital 1-Walmart 792.68 S; CDW Gov 23,827.84 S; R Cheloha 72.90 R; Civic Plus 9,710.16 S; R Closson 180.00 R; Col Mariners 500.00 S; Col Tire 169.54 S; Commwlth Elec 440.00 S; Confluence 36,956.09 CP; CSH 250.00 S; D&K Prod 5,192.00 S; DAS St Acc 1,471.99 S; E Delozier 38.72 R; D Duren 3.09 R; Eakes 9,370.29 S; Ernst Auto 802.43 S; B Field 46.08 R; J Fish 38.36 R; L Fittje 51.35 R; Frontier Coop 4,999.97 S; Galls 1,778.95 S; Gaver Tire 1,055.55 S; Gehring Const 491,477.94 S, CP; Gnrl Traffic Cntrls 21,000.00 CP; Geo Comm 17,499.00 S; Gerhold 168.62 S; J Gillette 85.07 R; Godfather's Pizza 67.46 S; A Graham 44.04 R; Grainger 168.63 S; Grt Plains Comm 1,419.05 S; Grimes Asphalt 2,320.20 S; T Grubaugh 3.15 R; Gunslingers 769.99 S; J Gutierrez 180.00 S; Hadley-Braithwait 171.85 S; Hawkins 6,156.14 S; HDR 82,639.78 CP; HOA 2,238.00 S; Hmtwn Leasing 175.00 S; T Hottovy 1.72 R; J Ienn 46.07 R; Ingram Libry 1,083.45 S; Interstate Battery Sys 316.39 S; Intoximeters 312.90 S; Island Sup 24.22 S; Jackson Serv 1,736.71 S; JEO 22,080.75 S, CP; John E. Reid & Assoc 630.00 T; Kelly Sup 211.87 S; Kiesler Police Sup 1,816.00 S; Kirkham Michael & Assoc 14,813.34 CP; I Klug 1.14 R; Koch Excavating 440.00 S; K-T Heating & Air 393.75 S; Lkvw Sm Eng 150.31 S; G Langenfield 38.69 R; LARM 1,276.25 S; Lawson 214.94 S; Level 1 Prop 3,283.82 S; Lib Furniture Internat'l

4,200.00 CP; Lincoln Journal 1,536.11 S; Lincoln Winwater Wks 6,645.25 S; M&O 15.64 S; Mailbox 175.22 S; Menards 275.24 S; Mid-American Rsrch 3,006.50 S; Mid-Iowa Waste 506.40 S; MidSt Engineering & Test 128.50 CP; MidW Alarm 960.00 S; MidW Petrol 394.75 S; MidW Serv 4,615.12 S; MidW Tape 308.11 S; MidW Turf 574.57 S; K Miller 3.57 R; C Mohr 3.53 R; Moms & Mops 320.00 S; Motion Ind 987.76 S; Motorola Sol 54,947.48 S; Mr Golf Car 6,900.00 S; Mueller Sprinklers 1,123.86 S; Municipal Emerg Serv 20,730.00 S; Municipal Pipe 303.84 S; Napa 137.38 S; NE Law Enforc 284.00 T; NE Pub Health 2,235.00 S; Nemaha Lndscp 57,900.00 CP; Newman Signs 2,984.58 S; R Niedbalski 360.25 T; NE NE Econ 331.00 S; Noswett Fencing 175.00 S; Occup Hlth 594.00 S; O'Reilly 138.06 S; Petty Cash 16.00 S; Platte County 172,219.92 R; Platte County Reg of Deeds 110.00 S; Platte Valley Humane Soc 400.00 S; Pomp's Tire 754.88 S; Power Tech 3,040.84 S; Prestox 62.24 S; Quadient 642.63 S; Rancho Prop 22.33 R; Reardon 91.97 S; River Valley Tire Srvc 1,520.00 S; Rd Bldrs 5,849.85 S; D Robinson 40.75 S; Sand Crk Constr 36,846.18 CP; Sayler Screenprntg 254.00 S; Schieffer Signs 154.00 S; School Outfitters 1,904.52 CP; Schumacher Irrig 871.70 S; Shevlin 13,682.00 S; Shane's Rpr 225.81 S; Shelby Lumber 253.15 S; Sherwin-Williams 1,306.00 S; Sirius 52,966.93 S,CP; Smith Fertilizer 7,358.11 S; Stericycle 348.96 S; St Cop Trng 199.00 T; Subsurface Sol 600.33 S; Super Svr 75.61 S; Tire Outlet 52.50 S; Tooley Drug 190.32 S; Trck Cntr 62.55 S; Turfwerks 456.53 S; USA Blue Bk 2,510.52 S; Vacuum Cntr 17.95 S; J Van Iperen 548.11 T; Voice House 300.00 S; R&M Wollberg 100.95 R; E Wright 2.52 R; L Zabka 33.85 R; Zimco 580.00 S. TOTAL \$1,415,045.19.

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

6. **SPECIAL PRESENTATIONS:** None

7. **PUBLIC HEARINGS:**

7.A. **Public hearing – One and Six Year Plan.** Bogus explained that the One and Six Year Plan is a requirement in order to receive federal and state funding. No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Bahr. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

7.A.1. **Resolution No. R23-117 adopting One and Six Year Plan.** Resolution No. R23-117 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING A ONE AND SIX YEAR PLAN FOR HIGHWAY, ROAD, AND STREET IMPROVEMENTS FOR THE CITY OF COLUMBUS, NEBRASKA was adopted with a motion by Schilling 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:**

9.A. Update on Nebraska Department of Transportation 23rd Street Reconstruction Project. Bogus explained that the 23rd Street reconstruction project is on schedule with Segment 1 anticipated to be completed by end of November 2023. Freshour expressed appreciation for the informative documentation that was included in the agenda packet.

10. REPORTS OF COUNCIL COMMITTEES:

10.A. COMMITTEE OF THE WHOLE - August 21, 2023

10.A.1. Fiscal Year 2023-2024.

10.A.1.a. One percent restricted funds authority increase. The Committee of the Whole recommended the Restricted Funds Authority be increased by an additional one percent for Fiscal Year 2023-2024. The report was adopted with a motion by Augustine-Schulte and a second by Lopez. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

10.A.1.b. Fee schedule. The Committee of the Whole recommended approval of the fee schedule for Fiscal Year 2023-2024. The report was adopted with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

10.A.1.c. Pay plan. The Committee of the Whole recommended approval of the pay plan for Fiscal Year 2023-2024. Anthony Smith, on behalf of Platte Valley Media Group, 757 12th Avenue; Joyce Heins, 2305 Mahood Drive; and Michael Jones, 2172 18th Avenue, expressed opposition to the city administrator's proposed salary as they feel it is too high for her experience, qualifications, and in comparison with other cities. Schilling explained the numerous responsibilities of the city administrator and pointed out that Columbus does not have an assistant city administrator. The report was adopted with a motion by Augustine-Schulte and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and Freshour voted "Nay".

10.A.1.d. Capital improvement plan. The Committee of the Whole recommended approval of the capital improvement plan for Fiscal Year 2023-2024. Roth stated that he is supportive of the capital improvement plan as a whole; however, he will not support the restroom and splash pad at Centennial Park when they are brought forward for approval as he feels there should be a master plan for Centennial Park to determine the proper locations for these items. He also expressed opposition to the electronic billboard unless justification is provided that proves it will be beneficial. The report was adopted 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".

10.A.1.e. Budget. The Committee of the Whole recommended approval of the budget

for Fiscal Year 2023-2024. The report was adopted with a motion by Augustine-Schulte and a second by Lopez. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

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

12. **REPORTS ON LEGISLATION:** None

13. **NEW BUSINESS:**

13.A. **Quote from Security Equipment, Inc. in the amount of \$14,714 for modifications to access control system at Columbus Community Building for improved control of secure areas.** Vasicek explained that this item is outside of the maximum project cost due to the fact that once city offices relocated to the new community building, it was discovered there were issues with overlapping and changing of day-to-day schedules that identified a need for additional versatility to the access control system. The quote from Security Equipment, Inc. for modifications to access control system at the Columbus Community Building was accepted with a motion by Augustine-Schulte and a second by Lopez. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

13.B. **Proposed fees for Aquatics and Parks and Recreation for Fiscal Year 2023-2024. (The Board of Parks Commissioners recommends approval.)** The proposed fees for Aquatics and Parks and Recreation will be included with the fee schedule for Fiscal Year 2023-2024. Roth requested that wording be added to the Aquatic Center’s schedule to explain that an annual pass is good for one year from date of purchase. It was approved that the proposed fees for Aquatics and Parks and Recreation be included with the fee schedule for Fiscal Year 2023-2024 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.C. **Comments from mayor and city council members.** Bulkley announced that Friday, September 8th, is the start of Welcoming Week, an annual campaign that launched in 2012 to celebrate the efforts of communities to become welcoming places for everyone. He also announced that on September 14th there will be a naturalization ceremony at Central Community College to welcome new citizens to the community.

14. **RESOLUTIONS**

14.A. **Resolution No. R23-118 approving Change Order No. 2 with B-D Construction, Inc. in the amount of \$35,871.09 for project closeout mechanical, electrical, structure, information technology, and apparatus bay revisions and additions for Charlie Louis Fire Station addition and renovation project.** Bogus explained that in order to proceed with this project, staff went out for bids with the knowledge there would be additional items

needed once a new fire chief was hired to determine those needs. Resolution No. R23-118 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING CHANGE ORDER NO. 2 WITH BD CONSTRUCTION, INC. FOR CHANGE ORDER PROPOSALS 003, 005, 006, 009, 010, 012, 013, 015, 016, 017, 018, 019 AND 020 IN THE COMBINED AMOUNT OF \$35,871.09, FOR CHARLIE LOUIS FIRE STATION ADDITION AND RENOVATION PROJECT 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. R23-119 approving Change Order No. 2 with Boyd Jones Construction Company in the amount of \$395,666.60 for expansion of the east parking lot at Columbus Community Building to include lot at 1471 25th Avenue (former Columbus Rescue Mission). Freshour commented on feedback she has received from the public concerning the lack of handicap accessible parking at the new community building. Vasicek noted that parking issues at the new community building are scheduled to be addressed at a Traffic Control Device Committee meeting next week. Hiemer reported that he had concerns with the high cost of this project and after reviewing each line item in detail with the city engineer and making a few modifications by removing or reducing items, he was satisfied. Resolution No. R23-119 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING CHANGE ORDER NO. 2 WITH BOYD JONES CONSTRUCTION COMPANY IN THE AMOUNT OF \$395,666.60 FOR EXPANSION OF THE EAST PARKING LOT AT COLUMBUS COMMUNITY BUILDING TO INCLUDE LOT AT 1471 25TH AVENUE (FORMER COLUMBUS RESCUE MISSION) 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.C. Resolution No. R23-120 accepting proposal from BerganKDV for audit services. It was noted that the past two annual audits were filed late with the state due to the untimeliness of the previous auditor. Resolution No. R23-120 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE PROPOSAL FROM BERGANKDV FOR AUDIT SERVICES FOR THE CITY OF COLUMBUS FOR FISCAL YEARS ENDING SEPTEMBER 30, 2023, 2024, AND 2025, 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; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH was adopted with a motion by Roth and a second by Bahr. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

15. ORDINANCES ON FIRST READING - None

16. **ORDINANCES ON SECOND READING - None**
17. **ORDINANCES ON THIRD READING - None**
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda.
19. **UNFINISHED BUSINESS:** None
20. **ADJOURNMENT:** The meeting adjourned at 6:40 p.m.

Presented and approved this 18 day of September, 2023.

OFFICE OF THE CITY CLERK

:Janelle Kline

4.B. Resolution No. R23-121 approving Lease to Hangar Aircraft with Douglas J. and Randi L. Williams for Hangar No. 1240SE at Columbus Municipal Airport. (Airport Board recommends approval.)

RESOLUTION NO. R23-121

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LEASE TO HANGAR AIRCRAFT WITH DOUGLAS J. AND RANDI L. WILLIAMS (HANGAR NO. 1240SE) AT THE COLUMBUS MUNICIPAL AIRPORT.

WHEREAS, the Board of Airport Commissioners authorized the execution of this lease to hangar aircraft.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the lease to hangar aircraft with Douglas J. and Randi L. Williams for Hangar No. 1240SE at the Columbus Municipal Airport, 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

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 8th day of August, 2023, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as "City"), and Douglas J. and Randi L. Williams (hereinafter referred to as "Lessee(s)").

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1240SE at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hanging/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of One Thousand Twenty Dollars (\$1,020). This fee shall be paid in two semi-annual installments of Five Hundred Ten Dollars (\$510), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one-year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

5. **STORAGE OF AIRCRAFT AND/OR EQUIPMENT ONLY:** Lessee(s) has rented the hangar space for the purpose of storing aircraft and/or aeronautical equipment and is prohibited from conducting any other use or activity on the Premises. Additionally, Lessee(s) shall not use the Premises for any commercial activity whatsoever, including, but not limited to, the offering of flight services to the general public, maintaining and repairing aircraft for the public, and storage of aircraft other than aircraft owned or leased by the Lessee(s).

(A) **HAZARDOUS MATERIALS:** Lessee(s) shall also refrain from storing any items or materials on the Premises which would violate local or national fire codes and shall not store any gasoline, combustible liquids, or hazardous materials in the above-described hangar. Upon notice to Lessee(s) of the violation of Paragraph 5(A), Lessee(s) shall immediately remove such conditions that violate the local and national fire codes or any gasoline, combustible liquids, or hazardous material on the Premises.

6. **SPECIFIED AIRCRAFT AND REGISTRATION:** This Lease is for hangaring of the following aircraft:

N <u>32690</u>	N _____
Make <u>PIPER</u>	Make _____
Model <u>WARRIOR</u>	Model _____
No. of Engines <u>1</u>	No. of Engines _____
Year <u>1975</u>	Year _____
No. of Seats <u>4</u>	No. of Seats _____

Lessee(s) (whether individual(s), partnership, LLC, or corporation) must have and maintain a majority legal ownership or majority leasehold interest in the above-described aircraft during the entire term of this Lease. Appropriate legal evidence of the Lessee(s) ownership or leasehold interest must be presented upon execution of this Lease and within ten (10) days following any change in Lessee(s) ownership or leasehold interest. Lessee(s) shall keep proof of aircraft ownership and appropriate/legal aircraft registration current with City. Evidence of proof of aircraft ownership and registration shall further be made available to City at any time upon demand of City and upon any renewal of this Lease as may be allowed herein.

7. **HANGAR DOORS, HANGAR LEFT UNATTENDED:** Lessee(s) hereby specifically agrees to keep the hangar door closed at all times other than during the times the Lessee(s) is moving aircraft in and out of the hangar space to avoid wind damage to the hangar. Lessee(s) shall not leave the hangar unattended for any period of time over sixty (60) minutes if the hangar door is open. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door is left open in violation of this provision. Failure to abide by this provision, whether or not damage occurs, will result in cancellation of this Agreement at City's discretion.

8. **FIRE EXTINGUISHER REQUIRED:** Lessee(s) shall maintain a fire extinguisher or extinguishers, in good operating condition, containing dry chemical or halon 1211-type extinguishing agents readily available within the hangar space. There shall be one such fire extinguisher for each seventy-five feet (75') of travel within the hangar space.
9. **NON-INTERFERENCE WITH OTHER AIRPORT USES:** Lessee(s) shall not exercise any privileges granted by this agreement in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the airport.
10. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s) sole cost and expense, agrees to maintain, repair, and keep in good order, condition, and appearance, the Premises, including the hangar structure, and the improvements constructed thereon, in a safe, clean, and sanitary condition. Lessee is expressly prohibited from materially altering the hangar structure, floor, walls, exterior, or adjoining common use areas, or constructing any structure or facility within the hangar, without the expressed written consent of City. Lessee(s) agrees that at the expiration of the term of this Agreement Lessee(s) shall yield possession of Premises to City, without further demand or notice, in as good order and condition as when the Lease was entered into by the Lessee(s), excluding reasonable wear and tear. Lessee(s) shall repair any damage to the Premises occasioned by its use or the removal of Lessee(s) trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
11. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s) aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.
12. **INDEMNITY AND INSURANCE REQUIRED:** City shall stand indemnified by Lessee(s) as herein provided. It is expressly understood by and between the parties hereto that Lessee(s) herein is, and shall be deemed to be, responsible to all parties for its respective acts and omissions and City shall in no way be responsible therefore. It is further agreed that in the use of the airport and Premises and the exercise or enjoyment of the privileges herein granted, Lessee(s) agrees to indemnify and hold harmless City, its employees, agents, officers, and volunteers, from any and all losses, damages, costs, expenses, liabilities, claims, demands, suits, attorney's fees, and judgements arising directly or indirectly from any negligence or manner related to Lessee(s) possession, occupancy, or use of the Premises.

Lessee(s) shall obtain an insurance policy in an amount of no less than One Million Dollars (\$1,000,000) per occurrence to cover general liability which shall name and endorse the "City of Columbus" as additionally insured on the certificate of insurance and endorsement. The minimum amounts of said insurance required may be increased at the sole discretion of City. Proof of insurance shall be submitted to the city clerk's office upon the execution of this Lease and shall remain in full force throughout the term of this Lease. Any certificate of insurance with accompanying endorsement(s) provided must cover the term of the Lease and be updated before

the expiration date. The certificate of insurance must list the owners or those having a leasehold interest in the aircraft as insured, as well as all authorized persons/pilots who would have access to the aircraft during the term of the Lease.

13. **CITY ACCESS TO HANGER:** City reserves the right to control access to the Premises in order to regulate the orderly and efficient operation of the airport. City and its designated agents, employees, and volunteers shall at all times have reasonable access to the Premises for the purpose of inspection and to determine compliance with the provisions of this Lease and the Rules and Regulations of Columbus Municipal Airport. Lessee(s) may lock the door to the hangar space in order to protect Lessee(s) property kept in the Premises; however, Lessee(s) shall provide a key for the lock to the airport manager who shall have the right of access to the Premises at all times.
14. **CITY IMPROVEMENTS:** City reserves the right, but it shall not be obligated to Lessee(s), to maintain and keep in repair all publicly owned facilities at Columbus Municipal Airport; and, further, to develop or improve the landing areas and air navigation facilities of Columbus Municipal Airport. Said improvements may be done at City's sole discretion and without interference or hindrance by Lessee(s). City's obligation for repairs or maintenance to the Premises shall extend only to maintain the hangar space in a fit and usable condition suitable for the purpose of hangaring aircraft.
15. **OBEYING RULES OF AIRPORT AND THE LAW:** Lessee(s) affirms that it has read and fully understands the Rules and Regulations of Columbus Municipal Airport. Lessee(s) acknowledges City may decide at its sole discretion to change or amend the Rules and Regulations of Columbus Municipal Airport. Lessee(s) and its employees and agents shall obey the rules and regulations adopted and amended by City or its authorized agents in charge of the airport. Lessee(s) and its employees and agents shall observe and obey regulations as may be promulgated by the United States, or any department or agency thereof, and by the State of Nebraska, as the same may relate to the privileges provided to Lessee(s) under this Agreement.
16. **NON-DISCRIMINATION:** Lessee(s) as part of the consideration of this agreement, does hereby covenant and agree that:
 - (A) No person on the grounds of race, creed, color, sex, disability or national origin shall be subjected to discrimination in the use of the facilities; and
 - (B) Lessee(s) shall use the hangar space in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Program of the Department of Transportation, and as said regulations may be amended.
17. **TAXATION:** In the event that the subject hangar space shall at any time become subject to taxation by virtue of this Agreement or the use thereof by Lessee(s), Lessee(s) shall pay such taxes as shall be attributable to such use before they become delinquent.

18. **NOTICES:** The parties expressly agree for the purposes of notice, including legal service of process during the term of this Agreement, the following named individuals shall be the authorized representatives of the parties:

- City: City of Columbus
Columbus Municipal Airport
Attn: Airport Manager
PO Box 1677
Columbus, NE 68602-1677
- Lessee(s): DOUG + RANDI WILLIAMS
Attn: _____
3268 37th Ave
Columbus, NE 68601

or such other representative at such address as either party may designate by written notice to the other party in accordance with Paragraph 18. 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 fourth (4th) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered mail, or certified mail, with postage prepaid and properly addressed as shown above.

19. **DEFAULT:** City and Lessee(s) agree that every condition, covenant, and provision of this Lease is material and reasonable. Any breach by Lessee(s) of a condition, covenant, or provision of this Lease will constitute a material breach and a default of Lessee(s)' obligations under this Lease, including, but not limited to:

- (A) Failure of Lessee(s) to abide by any provision(s) of this Lease.
- (B) Abandonment of the property by Lessee(s).
- (C) Failure of Lessee(s) to make the rental payment as required under this Lease.
- (D) Failure of Lessee(s) to keep current or provide proof of aircraft ownership and registration.
- (E) Lessee(s), for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement.
- (F) Lessee(s) files a voluntary petition under the Bankruptcy Act of the United States, or is judged bankrupt under such act, or is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or makes a general assignment for the benefit of creditors.
- (G) Violation of any of the Rules and Regulations of Columbus Municipal Airport by Lessee(s).
- (H) Discovery by City that any material information provided by Lessee(s) related to this Lease is/was materially false.

- (I) Unapproved or unauthorized transfer of any interest acquired under this Agreement by Lessee(s).
- (J) Use of Premises for unlawful purposes by Lessee(s).
- (K) Maintaining, committing, or permitting the maintenance or commission of a nuisance on the Premises by Lessee(s).
- (L) Occurrence of any other event described as constituting an "Event of Default" listed elsewhere in this Lease.

Upon a material breach and default, Lessee(s) shall be provided with written notice and demand to cure said material default(s). Said notice shall give the Lessee(s) fifteen (15) days after receipt of written notice to cure the material default(s).

20. **TERMINATION OF AGREEMENT:** This Agreement may be terminated either for cause by City or by the election of either party as follows:

(A) **TERMINATION FOR CAUSE:** In the event the Lessee(s) is in material default of this Lease as set forth in Paragraph 19, and such default is not cured within fifteen (15) days after receipt of written notice of default from City, then City at its sole discretion, may terminate this Lease effective immediately by written notice to Lessee(s). If Lessee(s) violates paragraph 5(A) regarding hazardous materials, and Lessee(s) does not immediately remove or cure such violations, then Lessee(s) is in immediate material breach and default of the Lease and the Lease is subject to immediate termination at City's sole discretion.

(B) **TERMINATION AT ELECTION OF THE PARTIES:** Either party may terminate this Agreement by providing to the other party at least thirty (30) days written notice of intent to terminate. This time frame may be waived by City at its sole discretion.

In the event of the termination as provided herein during a year in which the Lessee(s) has prepaid, the Lessee(s) shall receive a refund of a prorated portion of the advanced payment made under Paragraph 2.

Upon the Date of Termination, Lessee(s) shall vacate the Premises and immediately remove all property (including aircraft, aeronautical equipment, and all other property) from the Premises. If Lessee fails to vacate the Premises or fails to remove any and all property from the Premises, City may seek to reenter and recover possession of the Premises by any lawful means. City may also, at its election, dispose of any remaining property in the appropriate manner provided for by law, and charge all costs associated with such disposal to Lessee(s). City will deem any property remaining on the Premises as having been abandoned by Lessee(s).

21. **ASSIGNMENT OF LEASE:** Lessee(s) shall not have the right to sub-let, assign, transfer, or in any manner re-lease any part of the described Premises. Any attempts to do so without City's expressed written approval shall be null and void.

22. **GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the City of Columbus, the State of Nebraska, and federal law. Lessee(s) shall comply with all said laws. By signing this Lease, City and Lessee(s) hereby submit to personal and subject matter jurisdiction of the State of Nebraska in Platte County of any dispute between City and Lessee(s). To the extent possible, the parties waive their rights to a jury trial.
23. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
24. **NON-WAIVER:** No waiver by City of any default or breach of this Agreement shall operate as a waiver of any other default or of the same default on a future occasion.
25. **SURVIVABILITY:** Invalidation of any one or more of the provisions of this Agreement by judgment or court order shall in no way affect any other provision(s) of the Agreement and all which other provisions shall remain in full force and effect.
26. **CAPTION HEADINGS:** Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.
27. **AUTHORIZATION:** Lessee(s) execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the Lessee(s) and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Lessee(s), with any law, regulation, or court order that is applicable to the Lessee(s) in any way.
28. **FULL INTEGRATION:** This is a fully integrated Agreement and supersedes any and all prior agreements, whether oral or written, between the parties; and, this Agreement embodies a full and complete understanding of the parties.

(((intentionally left blank)))

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Doug Williams 8/8/23
Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

Doug Williams 8/8/23
Signature Date

Randi Williams 8/8/23
Signature Date

Doug Williams
Printed Name

Randi Williams
Printed Name

3268 37TH AVE, COLUMBUS
Address

3268 37TH AVE, COLUMBUS
Address

402-276-1475
Phone Number

402-564-9880
Phone Number

doug@amechtron-501.com
Email

dughvan@gmail.com
Email

APPROVED AS TO FORM:

AW
CITY ATTORNEY

4.C. Resolution No. R23-122 authorizing mayor to sign the Municipal Annual Certification of Program Compliance 2023 to the Nebraska Board of Public Roads Classifications and Standards.

RESOLUTION NO. R23-122

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE MAYOR TO SIGN THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2023 TO THE NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, State of Nebraska Statutes, Sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2) requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

WHEREAS, State of Nebraska Statute, Section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the mayor and shall include a copy of a resolution authorizing the signing of the certification.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the mayor is hereby authorized to sign the Municipal Annual Certification of Program Compliance 2023 to the Nebraska Board of Public Roads Classifications and Standards, a copy of which is attached hereto and incorporated herein by this reference.

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

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2023) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2023**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City Village of Columbus
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

Signature of Mayor Village Board Chairperson (Required)

(Date)

Robert J. B...
Signature of City Street Superintendent (Optional)

8-14-'23
(Date)

Return the completed original signing resolution and annual certification of program compliance by October 31, 2023 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509



4.D. Resolution No. R23-123 authorizing payment of various improvement projects.

RESOLUTION NO. R23-_____

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., SENIOR CENTER ENTRY RENO, \$111,473.10; B-D CONSTRUCTION, INC., SENIOR CENTER ENTRY RENO, \$15,587.50; B-D CONSTRUCTION, INC. COLUMBUS FIRE STATION #2, \$40,466.29; B-D CONSTRUCTION, INC., COLUMBUS FIRE STATION #2, \$97,432.22; BOYD JONES CONSTRUCTION CO., COMMUNITY BUILDING, \$377,210.55; BOYD JONES CONSTRUCTION CO., COMMUNITY BUILDING, \$1,682,789.45; GEHRING CONSTRUCTION & READY MIX COMPANY, INC. STORM DRAINAGE & SIDEWALK IMPROVEMENTS 2023, 172,772.70; GEHRING CONSTRUCTION AND READY MIX CO. INC., SID NO. 189 48TH AVENUE FROM 23RD STREET TO SOUTH OF BRADSHAW PARK ENTRANCE & CONCRETE PAVING IMPROVEMENTS 2023, \$379,894.01; RUTJENS CONSTRUCTION, LOST CREEK PARKWAY WATER MAIN EXTENSION, \$1,492,101.52; RUTJENS CONSTRUCTION, LOST CREEK PARKWAY SEWER, \$498,889.08.

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:

B-D Construction, Inc.	Senior Center Entry Reno	\$ 111,473.10
B-D Construction, Inc.	Senior Center Entry Reno	\$ 15,587.50
B-D Construction, Inc.	Columbus Fire Station #2	\$ 40,466.29
B-D Construction, Inc.	Columbus Fire Station #2	\$ 97,432.22
Boyd Jones Const Co.	Community Building	\$ 377,210.55
Boyd Jones Const Co.	Community Building	\$1,682,789.45
Gehring Const & Ready Mix Co.	Storm Drainage & Sdwlk Improv 2023	\$ 172,772.70
Gehring Const & Ready Mix Co.	SID No. 189 48 Ave from 23 St To S. of Bradshaw Pk Entrance & Concrete Paving Improv 2023	\$ 379,894.01
Rutjens Construction	Lost Crk Parkway Water Main Ext	\$1,492,101.52
Rutjens Construction	Lost Crk Parkway Sewer	\$ 498,889.08

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 for Payment

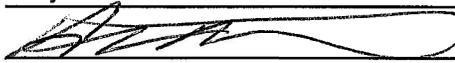
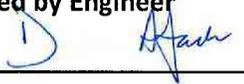
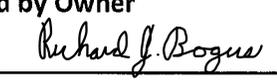
Owner:	City of Columbus	Owner's Project No.:	
Engineer:	HDR	Engineer's Project No.:	10326642
Contractor:	Rutjens Construction	Contractor's Project No.:	832
Project:	Lost Creek Parkway Sewer		
Contract:			
Application No.:	6	Application Date:	9/11/2023
Application Period:	From 7/21/2023	to	9/11/2023

1. Original Contract Price	\$	2,823,032.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	2,823,032.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	2,823,608.00
5. Retainage		
a. <u>0%</u> X \$ 2,823,608.00 Work Completed =	\$	-
b. <u>10%</u> X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	2,823,608.00
7. Less previous payments (Line 6 from prior application)	\$	2,324,718.92
8. Amount due this application	\$	498,889.08
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	(576.00)

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:	Rutjens Construction		
Signature:		Date:	9/12/2023
Recommended by Engineer		Approved by Owner	
By:		By:	
Title:	Project Engineer	Title:	City Engineer
Date:	09/12/2023	Date:	9-12-2023
Approved by Funding Agency			
By:		By:	
Title:		Title:	
Date:		Date:	



Contractor's Application and Certificate of Payment

200-200-57200-23025 - 162,695.89
200-200-57300-20071 - 217,198.12

Contractor's Application for Payment No: 11	
Application Period: (From - to) 8/22/23 to 9/5/23	
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
FO1	\$ 16,120.00	
FO2	\$ 10,343.00	
TOTALS	\$ 26,463.00	\$ -
NET CHANGE	\$ 26,463.00	

1. ORIGINAL CONTRACT PRICE.....	\$	3,613,722.25
2. Net change by Field Order and Change Orders.....	\$	26,463.00
3. Current Contract Price (Line 1 ± 2).....	\$	3,640,185.25
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	3,600,483.50
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)	\$	-
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	3,600,483.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	3,220,589.49
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	379,894.01
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$	-

(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: <i>Stephen Anderson</i>	Date: <i>9-5-23</i>
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:	\$ _____
	(Line 8 or other - attach explanation of the other amount)
is approved by:	_____
	<i>Richard J. Bogue</i> 9-11-2023
	(City Engineer) (Date)
Approved by:	_____
	Funding Agency (if applicable) (Date)

AIA Type Document
 Application and Certification for Payment

TO (OWNER): City of Columbus
 2424 14th Street
 COLUMBUS, NE 68601

PROJECT: COLUMBUS FIRE STATION #2
 424 8th Street
 Columbus, NE 68601

APPLICATION NO: 14
 PERIOD TO: 9/7/2023

DISTRIBUTION
 TO:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): B-D Construction, Inc.
 2154 East 32nd Avenue
 Columbus, NE 68601

VIA (ARCHITECT): WSKF, Inc.
 110 Armour Road
 North Kansas City, MO 64116

ARCHITECT'S
 PROJECT NO: 20023

CONTRACT FOR: General Construction

CONTRACT DATE: 5/16/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	1,802,494.00
2. Net Change by Change Orders	\$	146,150.47
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	1,948,644.47
4. TOTAL COMPLETED AND STORED TO DATE	\$	1,948,644.47
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	97,432.22
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	97,432.22
6. TOTAL EARNED LESS RETAINAGE	\$	1,851,212.25
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,810,745.96
8. CURRENT PAYMENT DUE	\$	40,466.29
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	97,432.22

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	110,279.38	0.00
Total approved this Month	35,871.09	0.00
TOTALS	146,150.47	0.00
NET CHANGES by Change Order	146,150.47	

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.

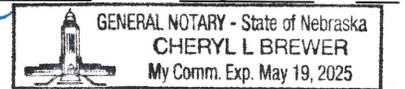
CONTRACTOR: B-D Construction, Inc.
 2154 East 32nd Avenue Columbus, NE 68601

By: Bryan L. Kearney Date: 9.7.23
 Bryan L. Kearney / Treasurer

State of: NE
 County of: Platte

Subscribed and Sworn to before me this 7th Day of Sept. 20 23

Notary Public: Cheryl L Brewer
 My Commission Expires: May 19, 2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 40,466.29

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

ARCHITECT: WSKF, Inc
 By: [Signature] Date: 9/7/2023

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

Richard J. Bogus 9-11-2023

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Columbus
2424 14th Street
COLUMBUS, NE 68601

PROJECT: COLUMBUS FIRE STATION #2
424 8th Street
Columbus, NE 68601

APPLICATION NO: 15
PERIOD TO: 9/7/2023

DISTRIBUTION TO:
_ OWNER
 ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): B-D Construction, Inc.
2154 East 32nd Avenue
Columbus, NE 68601

VIA (ARCHITECT): WSKF, Inc.
110 Armour Road
North Kansas City, MO 64116

ARCHITECT'S PROJECT NO: 20023

CONTRACT FOR: General Construction

CONTRACT DATE: 5/16/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>1,802,494.00</u>
2. Net Change by Change Orders	\$	<u>146,150.47</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>1,948,644.47</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>1,948,644.47</u>
5. RETAINAGE:		
a. <u>0.00</u> % of Completed Work	\$	<u>0.00</u>
b. <u>0.00</u> % of Stored Material	\$	<u>0.00</u>
Total retainage (Line 5a + 5b)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>1,948,644.47</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>1,851,212.25</u>
8. CURRENT PAYMENT DUE	\$	<u>97,432.22</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>0.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	110,279.38	0.00
Total approved this Month	35,871.09	0.00
TOTALS	146,150.47	0.00
NET CHANGES by Change Order	146,150.47	

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: B-D Construction, Inc.
2154 East 32nd Avenue Columbus, NE 68601

By: Bryan L. Kearney Date: 9.7.23
Bryan L. Kearney / Treasurer

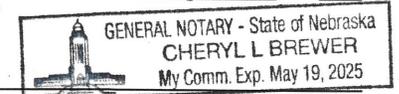
State of: NE

County of: Platte

Subscribed and Sworn to before me this 7th Day of Sept. 2023

Notary Public: Cheryl L. Brewer

My Commission Expires: May 19, 2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 97,432.22

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

ARCHITECT: WSKF, Inc.
By: [Signature] Date: 9/7/2023

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

Richard J. Bogue 9-11-2023

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:
City of Columbus, NE
PO Box 1677

Columbus, NE 68602-1677

FROM CONTRACTOR:

Boyd Jones Construction Co.

950 S. 10th St., STE 100

Omaha, NE 68108

CONTRACT FOR:

PROJECT:

Library / Cultural Arts Facility

VIA ARCHITECT:

100-130-57200-20030 - 1,228,436.30

100-100-57200-21092 - 454,353.15

APPLICATION NO: 33A

PERIOD TO: 8/31/23

Start: 8/1/23

Finish: 8/31/23

PROJECT NOS: 16-026

CONTRACT DATE:

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet. AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	26,201,578.00
2. Net change by Change Orders	\$	126,518.15
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	26,328,096.15
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	26,032,619.97
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	26,032,619.97
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	24,349,830.52
8. CURRENT PAYMENT DUE	\$	1,682,789.45
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	295,476.18

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR:

By: [Signature] Date: 9/7/2023

State of: Nebraska County of: Douglas
Subscribed and sworn to before me this day of September
Notary Public: Nicole Rager
My Commission expires: 9-1-2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 1,682,789.45

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

ARCHITECT:

By: [Signature] Date: 9-8-2023

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

[Signature] 9-11-2023

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: PROJECT: APPLICATION NO: 33 Distribution to:

City of Columbus, NE Library / Cultural Arts Facility OWNER

PO Box 1677 ARCHITECT

Columbus, NE 68602-1677 CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT: PERIOD TO: 8/31/23

Boyd Jones Construction Co. 100-130-57200-20030 - 275,363.70 Start: 8/1/23

950 S. 10th St., STE 100 100-100-57200-21092 - 101,846.85 Finish: 8/31/23

Omaha, NE 68108 PROJECT NOS: 16-026

CONTRACT FOR: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	26,201,578.00
2. Net change by Change Orders	\$	126,518.15
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	26,328,096.15
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	25,618,429.67
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	1,268,599.15
b. % of Stored Material	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	1,268,599.15
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	24,349,830.52
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	23,972,619.97
8. CURRENT PAYMENT DUE	\$	377,210.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,978,265.63

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR:

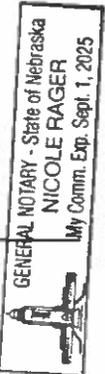
By: SAT Hu Date: 9/7/2023

State of: Nebraska County of: Douglas

Subscribed and sworn to before me this day of September

Notary Public: Nicole Rager

My Commission expires: 9-1-2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 377,210.55

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

ARCHITECT:

By: Richard J. Bogus Date: 9-8-2023

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

Richard J. Bogus 9-11-2023



Contractor's Application and Certificate of Payment

100-150-57200-23046 - 74,171.70
 200-200-57200-23021 - 49,902.00
 560-560-57300-23043 - 48,699.00

Contractor's Application for Payment No: 1	
Application Period: (From - to) start to 9/9/23	
To: City of Columbus (Owner)	From (Contractor): Gehring Construction & Ready Mix Co., Inc. Contractor's Project No.:
Project Name: Storm Drainage & Sidewalk Improvements 2023	Via (Consulting Engineer / Architect): City of Columbus
Fiscal Year Budget Number: 200-200-57200-23021, 560-560-57300-23043, & 100-150-57200-23046	

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.....	\$	359,818.00
2. Net change by Field Order and Change Orders.....	\$	-
3. Current Contract Price (Line 1 ± 2).....	\$	359,818.00
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	181,866.00
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)	\$	9,093.30
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	172,772.70
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....		
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	172,772.70
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$	187,045.30

(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: 9-9-23
 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: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: Richard J. Bogue _____
 (City Engineer) _____ (Date) 9-11-2023

Approved by: _____
 Funding Agency (if applicable) _____ (Date)

TO (OWNER): City of Columbus
2424 14th Street
Columbus, NE 68602-1677

PROJECT: SENIOR CENTER ENTRY RENO

APPLICATION NO: 3
PERIOD TO: 9/7/2023

DISTRIBUTION
TO:
OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): B-D Construction, Inc.
2154 East 32nd Avenue
Columbus, NE 68601

VIA (ARCHITECT): KPE Architecutre
1016 Leavenworth St.
Omaha, NE 68102

ARCHITECT'S
PROJECT NO: 626-001

E-MAILED
9-7-23

CONTRACT FOR: Senior Center Entry Renovation

CONTRACT DATE: 3/20/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	155,875.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	155,875.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	155,875.00
5. RETAINAGE:		
a. 10.00 % of Completed Work	\$	15,587.50
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	15,587.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	140,287.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		
	\$	28,814.40
8. CURRENT PAYMENT DUE	\$	111,473.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		
	\$	15,587.50

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

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

CONTRACTOR: B-D Construction, Inc.
2154 East 32nd Avenue Columbus, NE 68601

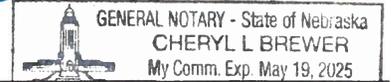
By: Bryan L. Kealney / Treasurer Date: 9.7.23

State of: NE

County of: Platte

Subscribed and Sworn to before me this 7th Day of Sept. 2023

Notary Public: Cheryl L Brewer
My Commission Expires : May 19, 2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 111,473.10

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

ARCHITECT
By: Richard J. Bogue Date: 09/12/2023

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

Richard J. Bogue 9-13-2023

Contractor's Application for Payment

Owner: <u>City of Columbus</u>	Owner's Project No.: _____
Engineer: <u>HDR</u>	Engineer's Project No.: <u>10348510</u>
Contractor: <u>Rutjens Construction</u>	Contractor's Project No.: <u>839</u>
Project: <u>Lost Creek Parkway Water Main Extension</u>	
Contract: _____	
Application No.: <u>3</u>	Application Date: <u>9/12/2023</u>
Application Period: From <u>7/1/2023</u> to <u>9/12/2023</u>	

1. Original Contract Price	\$ 4,009,382.50
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 4,009,382.50
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,920,286.38
5. Retainage	
a. <u>10%</u> X <u>\$ 2,120,058.00</u> Work Completed =	\$ 212,005.80
b. <u>10%</u> X <u>\$ 800,228.38</u> Stored Materials =	\$ 80,022.84
c. Total Retainage (Line 5.a + Line 5.b)	\$ 292,028.64
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,628,257.74
7. Less previous payments (Line 6 from prior application)	\$ 1,136,156.22
8. Amount due this application	\$ 1,492,101.52
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 1,381,124.76

Contractor's Certification

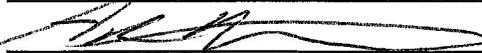
The undersigned Contractor certifies, to the best of its knowledge, the following:

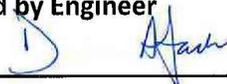
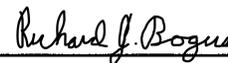
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Rutjens Construction

Signature:  **Date:** 9/12/2023

Recommended by Engineer	Approved by Owner
By: <u></u>	By: <u></u>
Title: <u>Project Engineer</u>	Title: <u>City Engineer</u>
Date: <u>09/12/2023</u>	Date: <u>9-12-2023</u>
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

TO (OWNER): City of Columbus
2424 14th Street
Columbus, NE 68602-1677

PROJECT: SENIOR CENTER ENTRY RENO

APPLICATION NO: 4
PERIOD TO: 9/7/2023

DISTRIBUTION
TO:
OWNER
ARCHITECT
CONTRACTOR

FROM (CONTRACTOR): B-D Construction, Inc.
2154 East 32nd Avenue
Columbus, NE 68601

VIA (ARCHITECT): KPE Architectre
1016 Leavenworth St.
Omaha, NE 68102

ARCHITECT'S
PROJECT NO: 626-001

E-MAILED
9-7-23

CONTRACT FOR: Senior Center Entry Renovation

CONTRACT DATE: 3/20/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	155,875.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	155,875.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	155,875.00
5. RETAINAGE:		
a. 0.00 % of Completed Work	\$	0.00
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	155,875.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	140,287.50
8. CURRENT PAYMENT DUE	\$	15,587.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

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

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

CONTRACTOR: B-D Construction, Inc.
2154 East 32nd Avenue Columbus, NE 68601

By: Bryan L. Kearney Date: 9.7.23
Bryan L. Kearney / Treasurer

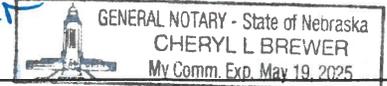
State of: NE

County of: Platte

Subscribed and Sworn to before me this 7th Day of Sept. 20 23

Notary Public: Cheryl L. Brewer

My Commission Expires: May 19, 2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 15,587.50

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

ARCHITECT
By: Richard J. Bogue Date: 09/12/2023

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

Richard J. Bogue 9-13-2023

4.E. Finance Department reports.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS

FROM 10/01/2022 TO 08/31/2023

FUND: ALL FUNDS

CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2022	Total Debits	Total Credits	Ending Balance 08/31/2023
100	GENERAL FUND	7,700,995.75	53,657,410.82	53,156,752.11	8,201,654.46
160	PLATE CO LIBRARY SERVICE	92,538.14	2,680.20	537.20	94,681.14
175	ARP ACT FUNDS	4,166,798.73	117,652.70	2,594,232.36	1,690,219.07
189	PERPETUAL CARE	80,010.61	2,317.34	464.49	81,863.46
200	STREETS/ENGINEERING	3,025,570.62	8,609,253.83	10,595,710.58	1,039,113.87
205	AIRPORT	891,485.32	468,018.93	365,244.02	994,260.23
210	SALES TAX	8,385,713.77	5,931,087.73	6,356,956.00	7,959,845.50
211	1/2 CENT SALES TAX	3,148,083.19	11,218,474.26	14,501,702.54	(135,145.09)
220	COMMUNICATIONS - E911	175,095.28	1,318,914.74	1,524,588.40	(30,578.38)
221	COMMUNICATIONS - WIRELESS E911	184,891.70	108,468.59	85,613.37	207,746.92
225	COMMUNICATIONS-EC-911 EQUIPMENT	(17,540.46)	1,554.00	275,560.00	(291,546.46)
240	HOUSING REHAB & LOANS	53,081.61	132,165.24	80,435.69	104,811.16
260	PROGRESS AND JOBS GROWTH	1,478,858.32	595,414.91	609,162.03	1,465,111.20
270	KENO	952,792.93	794,321.39	802,334.72	944,779.60
400	DEBT SERVICE FUND	2,759,934.29	3,970,959.73	7,329,237.51	(598,343.49)
480	COMMUNITY REDEVL AUTH	394,608.73	724,966.98	965,605.66	153,970.05
500	UTILITY SERVICE	14,618,844.27	15,375,355.52	13,505,519.85	16,488,679.94
520	WATER	14,324,462.31	5,907,031.18	5,123,920.20	15,107,573.29
530	LOUP DISTRIBUTION	2,706,014.35	4,509,143.84	3,965,209.38	3,249,948.81
560	STORMWATER UTILITY	939,304.09	415,230.57	113,247.45	1,241,287.21
570	SOLID WASTE DIVISION	3,051,741.77	2,417,974.70	2,166,178.79	3,303,537.68
600	HEALTH INSURANCE	2,394,967.10	1,181,276.30	868,815.57	2,707,427.83
710	FIRE PENSION	84,269.73	2,343.89	7,166.42	79,447.20
730	LICENSES TO SCHOOLS	4,695.00	16,367.50	20,347.50	715.00
740	LIBRARY FOUNDATION	3,471,812.75	0.00	4,900,000.00	(1,428,187.25)
745	LIBRARY ENDOWMENT	2,065,489.49	0.00	0.00	2,065,489.49
750	GERRARD PARK TRUST	130,165.68	8,695.84	0.00	138,861.52
999	PAYROLL CLEARING	4,013.53	8,677,938.28	8,709,331.30	(27,379.49)
	TOTAL - ALL FUNDS	77,268,698.60	126,165,019.01	138,623,873.14	64,809,844.47

4.F. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02359 09/19/2023	911 CUSTOM LLC INVOICE	53851	SURVIVAL ARMOR VEST	819.00	
			Total:	819.00	
			Net of 1 Invoices / 0 Checks	819.00	
02057 09/19/2023	A TO Z MESSAGING INVOICE	17202	ANSWERING SERVICE	125.00	
			Total:	125.00	
			Net of 1 Invoices / 0 Checks	125.00	
00116 09/19/2023	ACE HARDWARE & GARDEN CNT INVOICE	197065/5	NUTS, BOLTS, SCREWS	41.14	
09/19/2023	INVOICE	197072/5	DRILL BITS	106.91	
09/19/2023	INVOICE	197001/5	NUTS, BOLTS, SCREWS	10.56	
09/19/2023	INVOICE	196999/5	EDGER BLADE	25.98	
09/19/2023	INVOICE	196996/5	EMERY CLOTH	12.99	
09/19/2023	INVOICE	196980/5	12" CABLE TIE, CAULK	30.67	
09/19/2023	INVOICE	196765/5	BRUSH KILL	74.97	
09/19/2023	INVOICE	196943/5	HANDLE THRD	29.97	
09/19/2023	INVOICE	196953/5	SHOP TOWELS, RV/MARINE ANTIFREEZE	241.98	
09/19/2023	INVOICE	196502/5	NUTS, BOLTS, SCREWS	11.37	
09/19/2023	INVOICE	196508/5	CLEANSER COMET, AJAX	5.97	
09/19/2023	INVOICE	196510/5	SPRAYPAINT, SHOVEL, SPADE	67.56	
09/19/2023	INVOICE	196515/5	1 LB DRYWALL PHL, NUTS, BOLTS, SCREWS	23.29	
09/19/2023	INVOICE	196931/5	FLY PAPER, WASP & HORNET KILLER	12.99	
09/19/2023	INVOICE	196989/5	WAX RING	16.99	
09/19/2023	INVOICE	197011/5	NUTS, BOLTS, SCREWS	7.58	
09/19/2023	INVOICE	197080/5	MARK FLAG RED 21"	12.99	
09/19/2023	INVOICE	197205/5	PLUG INSERT, ELBOW INSERT, TEE INSERT, COUP:	158.10	
09/19/2023	INVOICE	197189/5	NUTS, BOLTS, SCREWS, TEE INSERT	11.79	
09/19/2023	INVOICE	197193/5	SPRAY PAINT	17.18	
09/19/2023	INVOICE	197124/5	HS CLAMP	17.94	
09/19/2023	INVOICE	197122/5	FAUCET QUICK CONNECTOR	9.99	
09/19/2023	INVOICE	197119/5	SPRAY PAINT, WD 40, PAINTER TAPE	34.97	
09/19/2023	INVOICE	197116/5	COUPLE FLEX, ADAPTER INSERT, UNION, HS CLAM:	24.19	
09/19/2023	INVOICE	197160/5	NUTS, BOLTS, FLAT WASHERS, WHIZ LOCK NUTS	64.47	
09/19/2023	INVOICE	197166/5	NUTS, BOLTS, SCREWS	14.00	
09/19/2023	INVOICE	197224/5	MASONRY BIT SET	21.99	
09/19/2023	INVOICE	197218/5	DRILL BIT	17.18	
09/19/2023	INVOICE	197235/5	TEE PVC, NIPPLE POLY	5.58	
09/19/2023	INVOICE	197244/5	NUTS, BOLTS, SCREWS	3.98	
09/19/2023	INVOICE	197236/5	PAPER KEY TAGS	7.99	
09/19/2023	INVOICE	197239/5	VALVE BOX	9.99	
09/19/2023	INVOICE	197240/5	W/D VACUUM, WINDSHIELD WASH	88.97	
09/19/2023	INVOICE	197253/5	HOLE SAW	40.64	
09/19/2023	INVOICE	197270/5	8" CABLE TIE, PADLOCK	21.48	
09/19/2023	INVOICE	197267/5	DIAB RECIP 6", MLW RECIP TRCH	44.97	
09/19/2023	INVOICE	197275/5	CONCRETE MIX	19.56	
09/19/2023	INVOICE	197274/5	VALVE BOX ROUND	29.97	
			Total:	1,398.84	
			Net of 38 Invoices / 0 Checks	1,398.84	
00180 09/19/2023	ADVANCE AUTO PARTS INVOICE	5606324981628	THROTTLE BODY	180.95	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/19/2023	INVOICE	5606324267445	BATTERIES	338.78	
09/19/2023	INVOICE	5606324867587	AIR FILTER	32.54	
09/19/2023	INVOICE	5606323767302	AIR FILTER	20.64	
09/19/2023	INVOICE	5606324046872	BLACK BUS BAR, HOLDER ATO	26.58	
09/19/2023	INVOICE	5606324036267	ATO HD INLN FUSHLDR	5.82	
			Total:	605.31	
			Net of 6 Invoices / 0 Checks	605.31	
10420	AKRS EQUIPMENT				
09/19/2023	INVOICE	3560568	FREIGHT FOR TURBO	17.62	
			Total:	17.62	
			Net of 1 Invoices / 0 Checks	17.62	
00148	ALARM CENTER INC.				
09/19/2023	INVOICE	9.08.2023	SERVICE CALL TO TROUBLE SHOOT ALARM, REPLACI	85.00	
			Total:	85.00	
			Net of 1 Invoices / 0 Checks	85.00	
01928	AMERICAN FLOOR MATS				
09/19/2023	INVOICE	1654973	CHAIR MATS, ANTI-FATIGUE MATS	1,101.52	
			Total:	1,101.52	
			Net of 1 Invoices / 0 Checks	1,101.52	
10930	AOI CORPORATION				
09/19/2023	INVOICE	26981	STORAGE CABINETS	3,858.72	
09/19/2023	INVOICE	172452	FURNITURE	296,426.43	
09/19/2023	INVOICE	172453	FURNITURE	92,589.62	
09/19/2023	INVOICE	27103	FURNITURE	1,320.00	
09/19/2023	INVOICE	27241	FURNITURE	2,170.58	
			Total:	396,365.35	
			Net of 5 Invoices / 0 Checks	396,365.35	
00587	AQUA-PURE INC				
09/19/2023	INVOICE	COLNE2309	MONTHLY SERVICE CONTRACT - NORTH & SOUTH WE:	14,917.37	
			Total:	14,917.37	
			Net of 1 Invoices / 0 Checks	14,917.37	
10561	ARNOLD MOTOR SUPPLY				
09/19/2023	INVOICE	78NV081707	WIRE BRAID HOSE	140.25	
09/19/2023	INVOICE	78NV081829	OIL & FUEL FILTER	44.59	
09/19/2023	INVOICE	78NV080385	ENGINE OIL FILTER	16.63	
09/19/2023	INVOICE	78NV080430	ENGINE OIL FILTER	18.68	
09/19/2023	INVOICE	78NV081529	FUEL TREATMENT	47.99	
09/19/2023	INVOICE	78NV080761	HYDRAULIC FILTER, PM 15W40 FLEET	45.96	
09/19/2023	INVOICE	78NV081344	PRIME/ORG COMPAT 50/50 1 GAL, RAVEN NITRILE	26.78	
09/19/2023	INVOICE	78NV080833	FUEL FILTER	25.87	
09/19/2023	INVOICE	78NV081603	WIRE BRAID HOSE	40.42	
			Total:	407.17	
			Net of 9 Invoices / 0 Checks	407.17	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00107 09/19/2023	AT&T MOBILITY INVOICE	287321675065X08282	WIRELESS JUL 22 - AUG 21	80.08	
			Total:	80.08	
			Net of 1 Invoices / 0 Checks	80.08	
02706 09/19/2023 09/19/2023	AXON ENTERPRISE INC. INVOICE INVOICE	INUS182233 INUS184866	HOOK AND LOOP TRAINING SUIT, TASER 7 HOOK AI TASER 7 HOOK AND LOOP CARTRIDGE	2,867.75 2,012.50	
			Total:	4,880.25	
			Net of 2 Invoices / 0 Checks	4,880.25	
03121 09/19/2023	BARCO MUNICIPAL PRODUCTS INVOICE	IN-247240	TRAFFIC CONES, 36" SUPERBRITE REFLECTIVE UT	1,420.52	
			Total:	1,420.52	
			Net of 1 Invoices / 0 Checks	1,420.52	
10243 09/19/2023	BAUER UNDERGROUND INC. INVOICE	16201	FIBER FRANKFORT SQUARE	5,956.37	
			Total:	5,956.37	
			Net of 1 Invoices / 0 Checks	5,956.37	
03119 09/19/2023 09/19/2023 09/19/2023 09/19/2023	B-D CONSTRUCTION INC INVOICE INVOICE INVOICE INVOICE	14 15 4 3	COLUMBUS FIRE STATION #2 COLUMBUS FIRE STATION #2 SENIOR CENTER ENTRY RENO SENIOR CENTER ENTRY RENO	40,466.29 97,432.22 15,587.50 111,473.10	
			Total:	264,959.11	
			Net of 4 Invoices / 0 Checks	264,959.11	
02970 09/19/2023	BEATRICE SCALE COMPANY INC. INVOICE	12458	REPAIR TRUCK SCALE	3,478.50	
			Total:	3,478.50	
			Net of 1 Invoices / 0 Checks	3,478.50	
00461 09/19/2023 09/19/2023 09/19/2023 09/19/2023 09/19/2023 09/19/2023 09/19/2023 09/19/2023 09/19/2023 09/19/2023	BEHLEN TOWING LLC INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	30659 31624 31626 31635 30167 31672 31677 31682 31690	TOWING TOWING TOWING TOWING TOWING TOWING TOWING TOWING TOWING TOWING	150.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00	
			Total:	1,350.00	
			Net of 9 Invoices / 0 Checks	1,350.00	
02555 09/19/2023	BGNE INC INVOICE	PI0113508	UNIVERSAL SPRAY APPLICATOR	550.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	550.00	
			Net of 1 Invoices / 0 Checks	550.00	
02421 09/19/2023	BIBLIOTHECA LLC INVOICE	11936	2 - WORKSTATION SHIELDS	1,855.70	
			Total:	1,855.70	
			Net of 1 Invoices / 0 Checks	1,855.70	
03126 09/19/2023	BIG RED PRINTING INVOICE	84683	RESERVED SIGNS	228.32	
			Total:	228.32	
			Net of 1 Invoices / 0 Checks	228.32	
03256 09/19/2023	BLACK HILLS ENERGY INVOICE	8429 6210 02 SEPT	NATURAL GAS	531.24	
09/19/2023	INVOICE	6942 7542 63 SEPT	NATURAL GAS	518.75	
09/19/2023	INVOICE	0815 1921 72 SEPT	NATURAL GAS	260.30	
09/19/2023	INVOICE	6007 1329 48 SEPT	NATURAL GAS	150.68	
09/19/2023	INVOICE	5317 1214 84 SEPT	NATURAL GAS	78.28	
09/19/2023	INVOICE	4447 5106 07 SEPT	NATURAL GAS	63.04	
09/19/2023	INVOICE	0778 7198 98 SEPT	NATURAL GAS	59.08	
09/19/2023	INVOICE	6310 3990 85 SEPT	NATURAL GAS	49.41	
09/19/2023	INVOICE	1450 5796 12 SEPT	NATURAL GAS	46.17	
09/19/2023	INVOICE	5915 3548 20 SEPT	NATURAL GAS	46.17	
09/19/2023	INVOICE	5431 5180 01 SEPT	NATURAL GAS	45.63	
09/19/2023	INVOICE	7504 0422 35 SEPT	NATURAL GAS	40.64	
09/19/2023	INVOICE	5048 9157 09 SEPT	NATURAL GAS	38.60	
			Total:	1,927.99	
			Net of 13 Invoices / 0 Checks	1,927.99	
00917 09/19/2023	BLACKSTONE PUBLISHING INVOICE	2117875	MATERIALS	185.55	
			Total:	185.55	
			Net of 1 Invoices / 0 Checks	185.55	
01147 09/19/2023	BLACKSTRAP INC INVOICE	141998	ROAD SALT	1,778.70	
09/19/2023	INVOICE	141995	ROAD SALT	1,716.66	
09/19/2023	INVOICE	141997	ROAD SALT	1,731.84	
09/19/2023	INVOICE	141996	ROAD SALT	1,781.34	
			Total:	7,008.54	
			Net of 4 Invoices / 0 Checks	7,008.54	
01834 09/19/2023	BOARDERS INN & SUITES INVOICE	252240	ROBERT ABSALON	492.84	
			Total:	492.84	
			Net of 1 Invoices / 0 Checks	492.84	
00240 09/19/2023	BOUND TREE MEDICAL LLC INVOICE	85071550	CURAPLEX COLD PACKS	4.14	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/19/2023	INVOICE	85073201	TRIPLE ANTIBIOTIC OINTMENT	22.99	
09/19/2023	INVOICE	85083253	RED Z FLUID CONTROL SOLIDIFIER	3,404.85	
09/19/2023	INVOICE	85084829	AIRWAY KITS, EXTRICATION COLLAR, PULL TITE :	1,588.99	
			Total:	5,020.97	
			Net of 4 Invoices / 0 Checks	5,020.97	
02485	BOYD JONES CONSTRUCTION CO				
09/19/2023	INVOICE	33A	LIBRARY/CULTURAL ARTS FACILITY	1,682,789.45	
09/19/2023	INVOICE	33	LIBRARY/CULTURAL ARTS FACILITY	377,210.55	
			Total:	2,060,000.00	
			Net of 2 Invoices / 0 Checks	2,060,000.00	
01770	BRUNKHORST ENGINE MACHINE & REBUILD				
09/19/2023	INVOICE	095148	PRESSURE TEST & RESURFACE YANMAR HEAD	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
10547	BVH ARCHITECTURE				
09/19/2023	INVOICE	45509	COLUMBUS LIBRARY, CHILDRENS MUSEUM & CITY H:	2,883.40	
			Total:	2,883.40	
			Net of 1 Invoices / 0 Checks	2,883.40	
02979	CAPITAL BUSINESS SYSTEMS				
09/19/2023	INVOICE	1318382	COPIER CONTRACT	74.20	
			Total:	74.20	
			Net of 1 Invoices / 0 Checks	74.20	
10604	CASEY'S MAIL SERVICE LLC				
09/19/2023	INVOICE	3112	DAILY MAIL, WATER STATEMENTS	4,686.77	
			Total:	4,686.77	
			Net of 1 Invoices / 0 Checks	4,686.77	
00060	CDW GOVERNMENT				
09/19/2023	INVOICE	LP82460	EPSON MPOS PRINTER	814.94	
			Total:	814.94	
			Net of 1 Invoices / 0 Checks	814.94	
02551	CENTER FOR MUNICIPAL SOLUTIONS				
09/19/2023	INVOICE	78005-001	COLUMBUS NE VERIZON - 2990 48TH AVE	2,325.00	
			Total:	2,325.00	
			Net of 1 Invoices / 0 Checks	2,325.00	
03136	CENTRAL COMMUNITY COLLEGE				
09/19/2023	INVOICE	001957136	HEARTSAVER CPR TRAINING	225.00	
09/19/2023	INVOICE	001957303	BLS PROVIDER COURSE - TROY EGGER, EVAN CARDI	138.00	
			Total:	363.00	
			Net of 2 Invoices / 0 Checks	363.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01148	CENTURY LINK				
09/19/2023	INVOICE	402D33-0443 SEP 1	E911 PHONE CHARGES	930.00	
			Total:	930.00	
			Net of 1 Invoices / 0 Checks	930.00	
10642	CHROME N' STEEL TRUCK & TRAILER LLC				
09/19/2023	INVOICE	6786	FREIGHTLINER AIR SPRING	140.00	
09/19/2023	INVOICE	6835	AIR DRYER	600.00	
09/19/2023	INVOICE	6397	TANK AIR	177.06	
			Total:	917.06	
			Net of 3 Invoices / 0 Checks	917.06	
00567	CITY OF COLUMBUS				
09/19/2023	INVOICE	200-21980-02 SEPT	WATER & SEWER	273.83	
09/19/2023	INVOICE	100-13650-01 SEPT	WATER & SEWER	180.06	
09/19/2023	INVOICE	200-21805-00 SEPT	WATER & SEWER	73.96	
09/19/2023	INVOICE	200-21982-00 SEPT	WATER & SEWER	249.17	
09/19/2023	INVOICE	200-21983-00 SEPT	WATER & SEWER	97.58	
09/19/2023	INVOICE	200-28755-00 SEPT	WATER & SEWER	42.92	
09/19/2023	INVOICE	200-37998-00 SEPT	WATER & SEWER	479.97	
09/19/2023	INVOICE	200-39771-00 SEPT	WATER & SEWER	44.22	
09/19/2023	INVOICE	200-41055-00 SEPT	WATER & SEWER	27.09	
09/19/2023	INVOICE	200-44032-00 SEPT	WATER & SEWER	90.60	
09/19/2023	INVOICE	300-44985-02 SEPT	WATER & SEWER	25.19	
09/19/2023	INVOICE	300-44986-00 SEPT	WATER & SEWER	134.35	
09/19/2023	INVOICE	300-44995-00 SEPT	WATER & SEWER	96.31	
09/19/2023	INVOICE	300-45761-00 SEPT	WATER & SEWER	25.09	
09/19/2023	INVOICE	300-45762-00 SEPT	WATER & SEWER	29.65	
09/19/2023	INVOICE	300-47515-00 SEPT	WATER & SEWER	1,174.20	
09/19/2023	INVOICE	300-47517-00 SEPT	WATER & SEWER	1,142.41	
09/19/2023	INVOICE	300-49665-00 SEPT	WATER & SEWER	240.15	
09/19/2023	INVOICE	300-50035-00 SEPT	WATER & SEWER	57.58	
09/19/2023	INVOICE	300-57935-00 SEPT	WATER & SEWER	1,088.79	
09/19/2023	INVOICE	300-57936-00 SEPT	WATER & SEWER	394.29	
09/19/2023	INVOICE	300-57937-00 SEPT	WATER & SEWER	170.94	
09/19/2023	INVOICE	300-61005-00 SEPT	WATER & SEWER	331.67	
09/19/2023	INVOICE	400-65101-00 SEPT	WATER & SEWER	2,534.05	
09/19/2023	INVOICE	400-69475-00 SEPT	WATER & SEWER	42.92	
09/19/2023	INVOICE	400-81020-00 SEPT	WATER & SEWER	600.38	
09/19/2023	INVOICE	300-57934-00 SEPT	WATER & SEWER	319.75	
09/19/2023	INVOICE	200-39615-01 SEPT	WATER & SEWER	111.60	
09/19/2023	INVOICE	300-57938-00 SEPT	WATER & SEWER	89.97	
09/19/2023	INVOICE	400-70005-01 SEPT	WATER & SEWER	274.57	
09/19/2023	INVOICE	300-47516-00 SEPT	WATER & SEWER	81.64	
09/19/2023	INVOICE	300-54059-00 SEPT	WATER & SEWER	454.53	
09/19/2023	INVOICE	200-21960-05 SEPT	WATER & SEWER	111.37	
09/19/2023	INVOICE	200-39575-00 SEPT	WATER & SEWER	25.19	
09/19/2023	INVOICE	300-47514-00 SEPT	WATER & SEWER	267.30	
09/19/2023	INVOICE	300-47518-00 SEPT	WATER & SEWER	72.75	
09/19/2023	INVOICE	300-49615-00 SEPT	WATER & SEWER	36.35	
09/19/2023	INVOICE	300-62105-00 SEPT	WATER & SEWER	44.21	
09/19/2023	INVOICE	300-62155-00 SEPT	WATER & SEWER	139.31	
			Total:	11,675.91	
			Net of 39 Invoices / 0 Checks	11,675.91	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00262 09/19/2023	CLUB PROPHET SYSTEMS INVOICE	INV1688261	MONTHLY TEE SHEET	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
02542 09/19/2023	CNC REPAIR LLC INVOICE	8126	4 TIRES, LUBE, OIL, FILTER, AIR FILTER VIN :	941.22	
09/19/2023	INVOICE	8102	WIPER BLADES - VIN #4678	52.97	
09/19/2023	INVOICE	8144	BATTERY - VIN #6647	286.07	
09/19/2023	INVOICE	8157	TIRE REPAIR	17.50	
09/19/2023	INVOICE	8174	BATTERY - VIN #8539	286.07	
09/19/2023	INVOICE	8231	ALIGNMENT, REPLACE FRONT STRUTS - VIN #6647	1,011.34	
09/19/2023	INVOICE	8240	LUB, OIL, FILTER - VIN #7979	42.00	
09/19/2023	INVOICE	8255	LUBE, OIL, FILTER - VIN #8538	42.00	
09/19/2023	INVOICE	8261	LUBE, OIL, FILTER - VIN #1009	42.00	
09/19/2023	INVOICE	8278	CATALYTIC CONVERTER - VIN #8537	974.13	
09/19/2023	INVOICE	8292	LUBE, OIL, FILTER - VIN #6648	42.00	
			Total:	3,737.30	
			Net of 11 Invoices / 0 Checks	3,737.30	
03140 09/19/2023	COLUMBUS AREA CHAMBER OF INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,180.00	
			Total:	1,180.00	
			Net of 1 Invoices / 0 Checks	1,180.00	
03141 09/19/2023	COLUMBUS COMMUNITY HOSPITAL INVOICE	10905022-0001	LABORATORY	205.40	
			Total:	205.40	
			Net of 1 Invoices / 0 Checks	205.40	
10768 09/19/2023	COLUMBUS CREDIT SERVICES INVOICE	ACCTY150 AUG 23	COLLECTIONS	314.48	
			Total:	314.48	
			Net of 1 Invoices / 0 Checks	314.48	
00036 09/19/2023	COLUMBUS CUSTOM EMBROIDERY INVOICE	E43164	CLOTHING	19.00	
09/19/2023	INVOICE	E43186	JACKET	100.00	
09/19/2023	INVOICE	E43366	SHIRTS	300.00	
			Total:	419.00	
			Net of 3 Invoices / 0 Checks	419.00	
01638 09/19/2023	COLUMBUS FAMILY RESOURCE CTR INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	10,609.99	
			Total:	10,609.99	
			Net of 1 Invoices / 0 Checks	10,609.99	
03139 09/19/2023	COLUMBUS PLUMBING COMPANY INVOICE	0006010	KOHLER TOILET	195.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	195.00	
			Net of 1 Invoices / 0 Checks	195.00	
03142	COLUMBUS STEEL SUPPLY				
09/19/2023	INVOICE	146271	SHEET HR 16 GA 4' X 10'	74.25	
09/19/2023	INVOICE	146242	CHANNEL, SQ TUBING, ANGLE	457.94	
			Total:	532.19	
			Net of 2 Invoices / 0 Checks	532.19	
11008	CONFLUENCE INC				
09/19/2023	INVOICE	27223	23009 PAWNEE PARK/GERRARD PARK RENOVATION P:	60,957.00	
			Total:	60,957.00	
			Net of 1 Invoices / 0 Checks	60,957.00	
01081	CONSOLIDATED MANAGEMENT CO				
09/19/2023	INVOICE	225817	MEALS	175.50	
09/19/2023	INVOICE	225776	MEALS	165.00	
			Total:	340.50	
			Net of 2 Invoices / 0 Checks	340.50	
00007	CONTINENTAL RESEARCH CORP				
09/19/2023	INVOICE	0047671	55 GAL SOY FLOAT	3,837.04	
			Total:	3,837.04	
			Net of 1 Invoices / 0 Checks	3,837.04	
02718	CORE & MAIN LP				
09/19/2023	INVOICE	T517316	STEM O-RING, STUFFING BOX O-RING	56.98	
			Total:	56.98	
			Net of 1 Invoices / 0 Checks	56.98	
03147	CORNHUSKER PUBLIC POWER DIST				
09/19/2023	INVOICE	415030001 SEPT 23	ELECTRICITY	99.74	
09/19/2023	INVOICE	415030005 SEPT 23	ELECTRICITY	36.69	
09/19/2023	INVOICE	415030006 SEPT 23	ELECTRICITY	183.95	
09/19/2023	INVOICE	415030007 SEPT 23	ELECTRICITY	254.70	
09/19/2023	INVOICE	415030008 SEPT 23	ELECTRICITY	202.26	
09/19/2023	INVOICE	415030009 SEPT 23	ELECTRICITY	155.65	
			Total:	932.99	
			Net of 6 Invoices / 0 Checks	932.99	
11064	CSH LLC				
09/19/2023	INVOICE	2966	SHORT PAID INVOICE	7.50	
			Total:	7.50	
			Net of 1 Invoices / 0 Checks	7.50	
03149	CULLIGAN OF COLUMBUS				
09/19/2023	INVOICE	270558	POU COOLER 9/01 TO 9/30	41.00	
09/19/2023	INVOICE	270588	RVERSE OSMOSIS 9/01 TO 9/30	32.00	
09/19/2023	INVOICE	270595	REVERSE OSMOSIS 9/01 TO 9/30	64.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/19/2023	INVOICE	270622	SALT PELLET DELIVERED	50.00	
			Total:	187.50	
			Net of 4 Invoices / 0 Checks	187.50	
02447 09/19/2023	CUTTING EDGE LAWN CARE SERVICE INVOICE	2370	LAWN SERVICE 1916 10TH ST	120.00	
			Total:	120.00	
			Net of 1 Invoices / 0 Checks	120.00	
00061 09/19/2023	DALE JOHNSON TRUCKING INVOICE	39016	GRAVEL	4,494.45	
			Total:	4,494.45	
			Net of 1 Invoices / 0 Checks	4,494.45	
00270 09/19/2023	DANKO EMERGENCY EQUIPMENT INVOICE	131489	PUMP TEST, LADDER TESTS	2,690.48	
09/19/2023	INVOICE	93794	HOSE	10,158.75	
09/19/2023	INVOICE	131293	MOUNTING BRACKET AND STORAGE FOR FIRE ENGINE	11,867.00	
09/19/2023	INVOICE	93622	POSITIVE PRESSURE FAN	5,100.00	
09/19/2023	INVOICE	131429	GAS CLIP - 2 YEAR CARBON MONOXIDE DETECTOR	680.00	
			Total:	30,496.23	
			Net of 5 Invoices / 0 Checks	30,496.23	
10982 09/19/2023	DETECTACHEM INC INVOICE	INV12049	MOBILE DETECT POUCH	1,127.64	
			Total:	1,127.64	
			Net of 1 Invoices / 0 Checks	1,127.64	
00374 09/19/2023	DUNBAR DOUGLAS INVOICE	9012023GOLF	MONTHLY CONTRACT	7,018.00	
09/19/2023	INVOICE	9012023GOLF	MONTHLY COMMISSIONS - GREEN FEES/CART RENTA	14,955.82	
09/19/2023	INVOICE	9012023GOLF	LIQOUR COMMISSIONS	17,298.66	
			Total:	39,272.48	
			Net of 3 Invoices / 0 Checks	39,272.48	
03158 09/19/2023	EAKES OFFICE SOLUTIONS INVOICE	8790652-0	EZLOAD, ROLL FILM	179.22	
09/19/2023	INVOICE	8791531-0	15 - CLIP BINDERS	43.20	
09/19/2023	INVOICE	8792505-0	IJ CARTRIDGE	47.89	
09/19/2023	INVOICE	8787412-0	APPOINTMENT BOOKS	104.80	
09/19/2023	INVOICE	INV485377	COPIER CONTRACT	134.78	
09/19/2023	INVOICE	8789685-0	POP-UP NOTES, RUBBER BANDS, PENS, CRT CLEAN	69.94	
09/19/2023	INVOICE	8789133-0	TONER	771.97	
09/19/2023	INVOICE	8788258-0	PANEL WALL CLIP, PACKING TAPE	20.71	
09/19/2023	INVOICE	8783022-0	EZLOAD ROLLFILM	179.22	
09/19/2023	INVOICE	8793484-0	CENTERPULL TOWELS	126.51	
			Total:	1,678.24	
			Net of 10 Invoices / 0 Checks	1,678.24	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00191 09/19/2023	ELECTRIC PUMP INC INVOICE	0902853-IN	ALL PRIME PUMP	12,691.80	
			Total:	12,691.80	
			Net of 1 Invoices / 0 Checks	12,691.80	
03162 09/19/2023	ELLER HEATING AIR CONDITIONING INVOICE	230825-06	REPLACED THERMOSTAT & CAPACITOR	425.88	
09/19/2023	INVOICE	230824-05	PARTS WATER TOWER AC UNIT	117.97	
09/19/2023	INVOICE	230907-13	WATER DEPARTMENT SOUTH TOWER ADDED FREON	193.94	
09/19/2023	INVOICE	230907-24	QUAIL RUN GOLF COURSE SNACK BAR FAN IS NOT I	563.35	
			Total:	1,301.14	
			Net of 4 Invoices / 0 Checks	1,301.14	
03164 09/19/2023	ERNST AUTO CENTER INVOICE	5091720	N-STEP PKG	423.75	
			Total:	423.75	
			Net of 1 Invoices / 0 Checks	423.75	
00334 09/19/2023	FIFTH SEASON INC INVOICE	93848	FALL LAWN APPLICATION	167.18	
			Total:	167.18	
			Net of 1 Invoices / 0 Checks	167.18	
00609 09/19/2023	FIRST IMPRESSIONS INVOICE	6015	TABLE COVER	195.00	
			Total:	195.00	
			Net of 1 Invoices / 0 Checks	195.00	
00242 09/19/2023	FIRST NATIONAL BANK OMAHA INVOICE	112-2538002-983222	ATOMIC CLOCK	79.99	
09/19/2023	INVOICE	112-4884376-556184	ORGANIZER BASKET BIN	67.88	
09/19/2023	INVOICE	112-6998515-061864	REPLACEMENT BATTERY	43.78	
09/19/2023	INVOICE	112-8790039-590660	TWO WAY RADIO BATTERY	60.18	
09/19/2023	INVOICE	112-8905298-816823	SD CARD 32 GB	49.76	
09/19/2023	INVOICE	112-0274551-430100	WIRELESS DOORBELL	14.99	
09/19/2023	INVOICE	112-9378079-658026	TRIPOD STAND	19.98	
09/19/2023	INVOICE	112-8839111-500023	ROBERT'S RULES OF ORDER	30.38	
09/19/2023	INVOICE	112-0424798-9237022	- TONER CARTRIDGES	409.64	
09/19/2023	INVOICE	112-0150959-924907	PULL OUT CABINET ORGANIZER	39.99	
09/19/2023	INVOICE	112-1803806-047942	EPSON THERMAL POS PRINTER	750.00	
09/19/2023	INVOICE	112-5201996-334822	HANDLELOK TOOL BRACKET	154.24	
09/19/2023	INVOICE	112-1757505-261541	FOAM HINGED CONTAINERS	73.32	
09/19/2023	INVOICE	801094949	ELECTRIC STANDING DESK	648.00	
09/19/2023	INVOICE	112-3761366-220501	CREDIT - RETURN PULL OUT CABINET ORGANIZER	(43.99)	
09/19/2023	INVOICE	9.01.2023BHM	BHM WORLD HERALD SUBSCRIPTION	29.99	
09/19/2023	INVOICE	23080917483510	CAPTUS - INFLUENTIAL LEADERSHIP IN REAL TIM	60.00	
09/19/2023	INVOICE	23082316404501	CAPTUS - ETHICS IN ACTION	60.00	
09/19/2023	INVOICE	47208	MARRIOTT KANSAS CITY	487.28	
09/19/2023	INVOICE	8.18.2023	THE UPS STORE	14.88	
09/19/2023	INVOICE	328070	TRACTOR SUPPLY - WHEEL PNEUMATIC	44.09	
09/19/2023	INVOICE	241387	NE MOTOR FUEL TAX	51.36	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/19/2023	INVOICE	954CF6BA-0001	JOHN E REID & ASSOC-4 DAY THE REID TECHNIQU	630.00	
09/19/2023	INVOICE	9102-0220005755	5.11 TACTICAL - STRYKE PANT	82.00	
09/19/2023	INVOICE	8.28.2023	LLRMI - LEGAL GUIDE FOR LAW ENFORCEMENT	31.95	
09/19/2023	INVOICE	8.22.2023	HOMEFRONT PROTECTIVE GROUP - VIRTUAL CLASSR	95.00	
09/19/2023	INVOICE	20230823-0001	A&K CONSULTING - WELLNESS SEMINAR FOR FIRST	400.00	
09/19/2023	INVOICE	40863	J HIGGINS LTD - HARNESS FLAG HOLDER, FLAG, I	686.00	
09/19/2023	INVOICE	901169765	B&H PHOTO - SUREFIRE BATTERY BOX 12 PACK	119.30	
09/19/2023	INVOICE	5123	NSA/POAN LAW ENFORCEMENT CONFERENCE	12.00	
09/19/2023	INVOICE	5588889	OFFICE SUPPLY.COM - EPSON RIBBON, RECEIPT BO	61.77	
09/19/2023	INVOICE	9.06.2023	HOMEFRONT PROTECTIVE GROUP - VIRTUAL CLASSR	95.00	
09/19/2023	INVOICE	8.22.2023	TRAINING MEALS & LODGING - ANGELICA LOPEZ	276.51	
09/19/2023	INVOICE	7000983413	FIRST BOOK MARKETPLACE	414.80	
09/19/2023	INVOICE	111-6081590-551062	AMAZON - DVD'S	308.81	
09/19/2023	INVOICE	82620328	NEBRASKA FURNITURE MART - STACK LAUNDRY	1,383.00	
09/19/2023	INVOICE	113-5289002-256583	AMAZON - PLASTIC GLOVES, STORAGE BOX, DVD C	436.09	
09/19/2023	INVOICE	112-8519409-205224	AMAZON - WIRELESS KEYBOARD & MOUSE, WALL CL	389.26	
09/19/2023	INVOICE	111-4349243-214100	AMAZON - STORAGE BASKETS, STORAGE BINS	259.70	
09/19/2023	INVOICE	111-0253844-008024	AMAZON - CURTAINS, PLANNER, DISH TOWELS, DE	354.00	
09/19/2023	INVOICE	111-1302490-595625	AMAZON - INKJET BOND PAPER	44.06	
09/19/2023	INVOICE	114-5138364-617703	AMAZON - DVD'S	51.94	
09/19/2023	INVOICE	93	SWEET HARVEST POPCORN	8.00	
09/19/2023	INVOICE	112-8519409-205224	AMAZON - RETURN CURTAIN ROD	(12.99)	
09/19/2023	INVOICE	112-8519409-205224	AMAZON - RETURN CURTAINS	(27.98)	
09/19/2023	INVOICE	465330774	LAKESHORE- CIRCUIT KIT, ACTIVITY LAB, SCIEN	1,161.87	
09/19/2023	INVOICE	725853180	OTC - WOODEN PUZZLES, MAGNETIC PUZZLE, CORN	1,415.19	
09/19/2023	INVOICE	5564184	OFFICE SUPPLY.COM- 40 3M MOUSE PADS	292.32	
09/19/2023	INVOICE	112-5931747-977460	AMAZON - MINI SHOPPING CART	192.06	
09/19/2023	INVOICE	4867910	ULINE - SOLID TOP CARPETED DOLLY	107.57	
09/19/2023	INVOICE	5564184	OFFICE SUPPLY.COM - REFUND TAX	(19.12)	
09/19/2023	INVOICE	8.15.2023	MEAL - FRENCH & BALESTERI	30.00	
09/19/2023	INVOICE	9102-9102-02-169215	5.11 PANTS FOR TRAINING	248.24	
09/19/2023	INVOICE	463242583187345	WALMART-WATER & GATORADE FOR PROLONGED STRU	29.90	
09/19/2023	INVOICE	00013	PIZZA HUT-FOOD FOR PROLONGED STRUCTURE FIRE	128.24	
09/19/2023	INVOICE	94	CASEY'S-FUEL	99.24	
09/19/2023	INVOICE	56506	COUNTRY INN	160.86	
09/19/2023	INVOICE	56505	COUNTRY INN & SUITES	160.86	
09/19/2023	INVOICE	24	DAYLIGHT DONUTS	10.40	
09/19/2023	INVOICE	8.15.2023	CDBG CERTIFIED ADMINISTRATORS TRAINING	90.00	
09/19/2023	INVOICE	581899883271	ESRI - ARCGIS ONLINE SERVICE CREDITS	120.00	
09/19/2023	INVOICE	8.24.2023	YORK NEWS TIMES	1.00	
09/19/2023	INVOICE	563685	SUBWAY	90.00	
09/19/2023	INVOICE	1016225	APCO INTERNATIONAL - RECERTIFICATION COLE, I	60.00	
09/19/2023	INVOICE	113-3296528-616662	ZEP ACIDIC TOILET BOWL CLEANER	89.07	
09/19/2023	INVOICE	820246	NEBRASKA RECREATION NERPA CONFERENCE	390.00	
09/19/2023	INVOICE	NRPA 2023	NRPA -VIRTUAL CONFERENCE	345.00	
09/19/2023	INVOICE	AQWGHTKPJ2	FACEBOOK - META ADS	10.00	
09/19/2023	INVOICE	8.16.2023	CROWN AWARDS - REFUND TAX	(4.34)	
09/19/2023	INVOICE	1103041752	CREIGHTON UNIVERSITY - BRODERICK	595.90	
09/19/2023	INVOICE	8.31.2023	FUEL TO TAKE FIRETRUCK TO MINNESOTA	520.25	
09/19/2023	INVOICE	8.29.2023	CONSTANT CONTACT	76.95	
09/19/2023	INVOICE	8.16.2023	FAX PLUS	17.99	
09/19/2023	INVOICE	111-9522742-240581	AMAZON - FAST TRACK DOWNHILL RACETRACK, MOD	839.98	
09/19/2023	INVOICE	111-5573152-568583	AMAZON - DVD CASES	101.92	
09/19/2023	INVOICE	112-1936950-252260	AMAZON - TYING BALLOONS	55.80	
09/19/2023	INVOICE	114-6753580-327546	AMAZON - CHARGING CABLE, GAMES	360.77	
09/19/2023	INVOICE	113-8096886-715541	AMAZON - STICKY NOTES, STAPLE REMOVER, WHIT	76.67	
09/19/2023	INVOICE	114-1271344-657143	AMAZON - TIC TAC TOE BOARD GAME	69.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/19/2023	INVOICE	HD01430600029EUS	CREATIVE CLOUP ALL APS	34.99	
09/19/2023	INVOICE	111-2531860-625221	AMAZON - LITTLE TIKES KITCH, ADVENTURE ROCKI	630.00	
09/19/2023	INVOICE	111-2133312-216985	AMAZON - 57 LITER INDUSTRIAL TOTES, SHARPIE	343.58	
09/19/2023	INVOICE	112-3940363-187940	AMAZON - GEL PENS, MOUSE PAD	55.17	
09/19/2023	INVOICE	112-0570012-409785	AMAZON - STIKERS, GEL PENS	37.35	
Total:				18,269.63	
Net of 84 Invoices / 0 Checks				18,269.63	
00169	FRONTIER				
09/19/2023	INVOICE	30818802060523942	E911 PHONE CHARGES 8/30/23 TO 9/29/23	299.50	
09/19/2023	INVOICE	40256277850209002	NWP ALARM 8/30/23 TO 9/29/23	93.15	
09/19/2023	INVOICE	30818801750912722	PHONE/INTERNET/FAX LINES	2,764.91	
Total:				3,157.56	
Net of 3 Invoices / 0 Checks				3,157.56	
03172	GALLS LLC				
09/19/2023	INVOICE	025513170	TAC LITE PANTS	54.78	
09/19/2023	INVOICE	025391038	TAC LITE PANTS	164.33	
09/19/2023	INVOICE	025391102	HANDCUFF CASE, LIGHT HOLDER, FLAT GLOVE POU	199.13	
09/19/2023	INVOICE	025418141	4 IN 1 PATROL JACKET	243.62	
09/19/2023	INVOICE	OR24550934	DUTY HOLSTERS FOR TASERS	2,477.79	
09/19/2023	INVOICE	025403634	CARHART COAT	178.98	
09/19/2023	INVOICE	025481693	LAWPRO SNAKE CHAIN FOR WHISTLE	406.15	
09/19/2023	INVOICE	025551295	S/S TACLITE PDU SHIRT - AUTEN QM	141.98	
Total:				3,866.76	
Net of 8 Invoices / 0 Checks				3,866.76	
03173	GAYLORD BROTHERS INC				
09/19/2023	INVOICE	2829456	16 - BOX MICROFILM	354.76	
Total:				354.76	
Net of 1 Invoices / 0 Checks				354.76	
03174	GEHRING CONSTRUCTION &				
09/19/2023	INVOICE	12049	REMOVE & REPLACE PAVEMENT 26TH AVE BETWEEN :	27,222.50	
09/19/2023	INVOICE	12051	FRANKFORT SQUARE PHASE B	15,120.00	
09/19/2023	INVOICE	11944	SIDEWALK	744.00	
09/19/2023	INVOICE	1	STORM DRAINAGE & SIDEWALK IMPROVEMENTS 2023	172,772.70	
09/19/2023	INVOICE	11	SID #189 48TH AVE FROM 23RD ST TO S OF BRAD:	379,894.01	
09/19/2023	INVOICE	72098	2713 31ST STRET	750.75	
09/19/2023	INVOICE	72005	2713 31ST ST	689.00	
09/19/2023	INVOICE	72106	5/8" REBAR	204.00	
09/19/2023	INVOICE	72257	1674 45TH AVE	181.50	
09/19/2023	INVOICE	12043	TWO PALLETS OF TAR	3,762.00	
Total:				601,340.46	
Net of 10 Invoices / 0 Checks				601,340.46	
03177	GENERAL TRAFFIC CONTROLS INC				
09/19/2023	INVOICE	23680	14 - PEDESTRIAN CROSSING EQUIPMENT	122,300.00	
Total:				122,300.00	
Net of 1 Invoices / 0 Checks				122,300.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03178 09/19/2023	GERHOLD CONCRETE COMPANY INVOICE	413523	28TH AVE AND MAPLE ST	133.18	
			Total:	133.18	
			Net of 1 Invoices / 0 Checks	133.18	
11067 09/19/2023	GILLOTTE AUSTIN & BRITTINY INVOICE	PF23-0070	REFUND FENCE PERMIT	27.50	
			Total:	27.50	
			Net of 1 Invoices / 0 Checks	27.50	
10401 09/19/2023	GOLFNOW INVOICE	INV00081390	WEBSITE/EMAIL HOSTING	185.66	
			Total:	185.66	
			Net of 1 Invoices / 0 Checks	185.66	
02075 09/19/2023	GREAT PLAINS COMMUNICATIONS INVOICE	125755 996-426-002	INTERNET 9/01-9/30	135.95	
			Total:	135.95	
			Net of 1 Invoices / 0 Checks	135.95	
02904 09/19/2023	GUNSLINGERS LLC INVOICE	21045	MAGPUL 21 RND 9MM PMAG-BLUNK QM	76.00	
09/19/2023	INVOICE	21013	BINOCULARS - BLUNK QM	300.00	
09/19/2023	INVOICE	21184	MAGPUL ASAP-QD - ROMSHEK QM	25.00	
			Total:	401.00	
			Net of 3 Invoices / 0 Checks	401.00	
03183 09/19/2023	HADLEY-BRAITHWAIT COMPANY INVOICE	229576	TOILET PAPER	62.95	
09/19/2023	INVOICE	223091	CENTER PULL TOWELS	58.95	
			Total:	121.90	
			Net of 2 Invoices / 0 Checks	121.90	
00272 09/19/2023	HAWKINS INC INVOICE	6566991	CHEMICALS	4,115.15	
09/19/2023	INVOICE	6575759	CHEMICALS	6,158.82	
			Total:	10,273.97	
			Net of 2 Invoices / 0 Checks	10,273.97	
03185 09/19/2023	HDR ENGINEERING INC INVOICE	3664	WASTEWATER USER RATE STUDY	60,000.00	
09/19/2023	INVOICE	10194	WATER SYSTEM HYDRAULIC MODEL & MASTER PLAN	82,500.00	
09/19/2023	INVOICE	3664	WASTEWATER USER RATE STUDY	22,782.71	
			Total:	165,282.71	
			Net of 3 Invoices / 0 Checks	165,282.71	
01424 09/19/2023	HEARTLAND NATURAL GAS LLC INVOICE	124730	NATURAL GAS	17.59	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/19/2023	INVOICE	124735	NATURAL GAS	4.74	
09/19/2023	INVOICE	124728	NATURAL GAS	380.28	
09/19/2023	INVOICE	124734	NATURAL GAS	4.40	
09/19/2023	INVOICE	124741	NATURAL GAS	888.47	
09/19/2023	INVOICE	124738	NATURAL GAS	5.75	
09/19/2023	INVOICE	124729	NATURAL GAS	4.74	
09/19/2023	INVOICE	124742	NATURAL GAS	6.77	
09/19/2023	INVOICE	124740	NATURAL GAS	1.02	
09/19/2023	INVOICE	124736	NATURAL GAS	12.52	
09/19/2023	INVOICE	124739	NATURAL GAS	776.47	
09/19/2023	INVOICE	124737	NATURAL GAS	0.67	
09/19/2023	INVOICE	124732	NATURAL GAS	0.67	
Total:				2,104.09	
Net of 13 Invoices / 0 Checks				2,104.09	
10975	HEARTLAND OFFICE CLEANERS				
09/19/2023	INVOICE	21049	SEPTEMBER CLEANING	500.00	
Total:				500.00	
Net of 1 Invoices / 0 Checks				500.00	
00784	HEIMAN INC.				
09/19/2023	INVOICE	0924173-IN	SEPTUPLE 3.5" COMPLETE SET, 12X12 BASE PLAT	3,887.27	
Total:				3,887.27	
Net of 1 Invoices / 0 Checks				3,887.27	
MISC	HELLBUSCH GORDON				
09/19/2023	INVOICE	09/13/2023	UB refund for account: 300-45390-00	26.30	
Total:				26.30	
Net of 1 Invoices / 0 Checks				26.30	
01724	HOBBY LOBBY				
09/19/2023	INVOICE	124109308	CERTIFICATE FRAME	7.99	
09/19/2023	INVOICE	123881243	PAPER CRAFTS	56.91	
Total:				64.90	
Net of 2 Invoices / 0 Checks				64.90	
00403	HOWERTER MD MARK S				
09/19/2023	INVOICE	MONTHLY	EMERGENCY MEDICAL DIRECTOR	616.00	
09/19/2023	INVOICE	MONTHLY	EMERGENCY MEDICAL DIRECTOR-JCC	616.00	
Total:				1,232.00	
Net of 2 Invoices / 0 Checks				1,232.00	
00936	HUFFY'S AIRPORT WINDSOCK				
09/19/2023	INVOICE	3540	4 - ORANGE NYLON WINDSOCKS	552.80	
Total:				552.80	
Net of 1 Invoices / 0 Checks				552.80	
03192	HY-VEE INC				
09/19/2023	INVOICE	5881466482	CHIPS, COOKIES, POWERADE	158.46	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/19/2023	INVOICE	58814664826	CHIPS, COOKIES, POWERADE, WATER	67.24	
09/19/2023	INVOICE	58824277744	COOKIES, CHIPS, CANDY, POP, WATER	140.69	
			Total:	366.39	
			Net of 3 Invoices / 0 Checks	366.39	
03194	INGRAM LIBRARY SERVICES, INC				
09/19/2023	INVOICE	77462105	MATERIALS	897.07	
09/19/2023	INVOICE	77560943	MATERIALS	201.06	
09/19/2023	INVOICE	77514019	MATERIALS	24.98	
			Total:	1,123.11	
			Net of 3 Invoices / 0 Checks	1,123.11	
10268	IOWA PUMP WORKS, INC.				
09/19/2023	INVOICE	S0003612	REPAIR OF PUMP	11,456.64	
			Total:	11,456.64	
			Net of 1 Invoices / 0 Checks	11,456.64	
MISC	IRWIN RAYMOND & DELORES TRUST				
09/19/2023	INVOICE	09/13/2023	UB refund for account: 400-80103-03	57.74	
			Total:	57.74	
			Net of 1 Invoices / 0 Checks	57.74	
03199	JACKSON SERVICES INC				
09/19/2023	INVOICE	5131131	MATS	55.15	
09/19/2023	INVOICE	5131138	UNIFORMS	74.03	
09/19/2023	INVOICE	5131137	UNIFORMS	26.13	
09/19/2023	INVOICE	5130404	MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPE, :	134.08	
09/19/2023	INVOICE	5121558	MATS	54.91	
09/19/2023	INVOICE	5121568	UNIFORMS	73.78	
09/19/2023	INVOICE	5125969	MAT	27.04	
09/19/2023	INVOICE	5125960	UNIFORMS	26.01	
09/19/2023	INVOICE	5125961	UNIFORMS	73.90	
09/19/2023	INVOICE	5123582	UNIFORMS	26.81	
09/19/2023	INVOICE	5123581	MATS, BAR TOWELS, SHOP TOWELS	33.47	
09/19/2023	INVOICE	5123580	UNIFORMS	98.86	
09/19/2023	INVOICE	5123579	MATS, ROLLER TOWELS, UNIFORMS	170.50	
09/19/2023	INVOICE	5123572	UNIFORMS	135.26	
09/19/2023	INVOICE	5123571	MATS, SHOP TOWELS, UNIFORMS	285.70	
09/19/2023	INVOICE	5127987	UNIFORMS	243.26	
09/19/2023	INVOICE	5127063	MATS	43.37	
09/19/2023	INVOICE	5127998	UNIFORMS	26.93	
09/19/2023	INVOICE	5127997	MAT	2.92	
09/19/2023	INVOICE	5127996	UNIFORMS	98.98	
09/19/2023	INVOICE	5127995	UNIFORMS	137.96	
09/19/2023	INVOICE	5127988	UNIFORMS	135.38	
09/19/2023	INVOICE	5121567	UNIFORMS	25.89	
			Total:	2,010.32	
			Net of 23 Invoices / 0 Checks	2,010.32	
MISC	JARECKI SHYLA				
09/19/2023	INVOICE	09/08/2023	UB refund for account: 100-10220-10	37.12	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	37.12	
			Net of 1 Invoices / 0 Checks	37.12	
00532	JEO CONSULTING GROUP INC				
09/19/2023	INVOICE	144111	STORM WATER TREATMENT FACILITY BANK STUDY 20	9,952.50	
09/19/2023	INVOICE	144168	COLUMBUS FLOOD MITIGATION & RESILIENCY PLAN	13,754.40	
09/19/2023	INVOICE	144167	COLUMBUS FLOODPLAIN ADMINISTRATION SUPPORT	1,032.50	
			Total:	24,739.40	
			Net of 3 Invoices / 0 Checks	24,739.40	
00523	JOHN DEERE FINANCIAL				
09/19/2023	INVOICE	3916859	PLATTE VALLEY EQUIPMENT - ENGINE OIL FILTER,	155.28	
			Total:	155.28	
			Net of 1 Invoices / 0 Checks	155.28	
03005	JONES AUTOMOTIVE				
09/19/2023	INVOICE	2-57042	CONSOLE & ARMREST	1,192.28	
			Total:	1,192.28	
			Net of 1 Invoices / 0 Checks	1,192.28	
03202	KELLY SUPPLY COMPANY				
09/19/2023	INVOICE	S12288236-0	MALE ADAPTER, COUP SXS, PVC CEMENT, PURPLE 1	167.18	
09/19/2023	INVOICE	S12288296-0	PLUG TUBE FITTINGS, NUT TUBE FITTINGS	1.38	
09/19/2023	INVOICE	S12288060-0	6 - 3/4 X 12 SS NIPPLE, 6 - 3/4 CAST STOCK (116.37	
09/19/2023	INVOICE	S12287998-0	O RING, QUAD RING	71.85	
			Total:	356.78	
			Net of 4 Invoices / 0 Checks	356.78	
03205	KIRKHAM MICHAEL & ASSOCIATES				
09/19/2023	INVOICE	94372	CONSTRUCT 8-PLACE T-HANGER	20,200.01	
			Total:	20,200.01	
			Net of 1 Invoices / 0 Checks	20,200.01	
10843	KPE ARCHITECTURE ENGINEERING				
09/19/2023	INVOICE	9366	626-001 COCOL-DESIGN SERVICES FOR CITY BUIL	1,981.70	
			Total:	1,981.70	
			Net of 1 Invoices / 0 Checks	1,981.70	
10247	LABORDE, ADAM				
09/19/2023	INVOICE	GIS-0018	GIS SUPPORT SERVICES - AUGUST & SEPTEMBER 20	11,150.00	
			Total:	11,150.00	
			Net of 1 Invoices / 0 Checks	11,150.00	
00012	LAKEVIEW SMALL ENGINE INC				
09/19/2023	INVOICE	051866	SEAL KIT	68.64	
09/19/2023	INVOICE	051908	TORO BLADE, ROTARY BLADE, ATOMIC BLADE	289.60	
			Total:	358.24	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	358.24	
02236	LANGUAGE LINE SERVICES INC				
09/19/2023	INVOICE	11090978	OVER THE PHONE INTERPRETATION	110.05	
09/19/2023	INVOICE	11082564	OVER THE PHONE INTERPRETATION	115.36	
			Total:	225.41	
			Net of 2 Invoices / 0 Checks	225.41	
02596	LAWSON PRODUCTS				
09/19/2023	INVOICE	9310902458	CAP/PLUGS, SPRING PINS	315.24	
			Total:	315.24	
			Net of 1 Invoices / 0 Checks	315.24	
10932	LIBRARY FURNITURE INTERNATIONAL LLC				
09/19/2023	INVOICE	8698	SHELVING	4,553.00	
09/19/2023	INVOICE	8687	SHELVING	1,794.00	
09/19/2023	INVOICE	8680	SHELVING	4,200.00	
			Total:	10,547.00	
			Net of 3 Invoices / 0 Checks	10,547.00	
00822	LINCOLN WINWATER WORKS				
09/19/2023	INVOICE	09365101	1155 RING & COVER	2,904.40	
09/19/2023	INVOICE	09582001	WATTS REAIR KITS	128.26	
09/19/2023	INVOICE	09582002	RED SILICONE KIT	697.48	
09/19/2023	INVOICE	09582003	WATTS REAIR KITTS - RK 957/957 RPDA RT 6"	361.46	
09/19/2023	INVOICE	09621501	STOCK - MACRO 2 BOLT CPLG, TEE, X-SEAL LEAK	3,732.88	
			Total:	7,824.48	
			Net of 5 Invoices / 0 Checks	7,824.48	
02907	LINDSLEY HEATHER N				
09/19/2023	INVOICE	9.01.2023	POSTAGE TO MAIL SUBPOENA	11.45	
			Total:	11.45	
			Net of 1 Invoices / 0 Checks	11.45	
10229	LINGO				
09/19/2023	INVOICE	1197021064	E911 PHONE SERVICE 8/01/2023 - 8/31/2023	51.70	
			Total:	51.70	
			Net of 1 Invoices / 0 Checks	51.70	
03214	LOUP POWER DISTRICT				
09/19/2023	INVOICE	169068	ELECTRICITY - FINAL BILL	8.07	
09/19/2023	INVOICE	169047	ELECTRICITY - FINAL	1.67	
09/19/2023	INVOICE	169067	ELECTRICITY - FINAL BILL	603.27	
09/19/2023	INVOICE	169003 SEPT 23	ELECTRICITY	27.46	
09/19/2023	INVOICE	169004 SEPT 23	ELECTRICITY	1,176.24	
09/19/2023	INVOICE	169005 SEPT 23	ELECTRICITY	30.67	
09/19/2023	INVOICE	169008 SEPT 23	ELECTRICITY	27.89	
09/19/2023	INVOICE	169009 SEPT 23	ELECTRICITY	27.35	
09/19/2023	INVOICE	169014 SEPT 23	ELECTRICITY	5,004.48	
09/19/2023	INVOICE	169016 SEPT 23	ELECTRICITY	316.74	

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09/19/2023	INVOICE	169017 SEPT 23	ELECTRICITY	25.00	
09/19/2023	INVOICE	169018 SEPT 23	ELECTRICITY	10.13	
09/19/2023	INVOICE	169019 SEPT 23	ELECTRICITY	110.15	
09/19/2023	INVOICE	169020 SEPT 23	ELECTRICITY	12.91	
09/19/2023	INVOICE	169022 SEPT 23	ELECTRICITY	25.43	
09/19/2023	INVOICE	169023 SEPT 23	ELECTRICITY	272.28	
09/19/2023	INVOICE	169024 SEPT 23	ELECTRICITY	56.22	
09/19/2023	INVOICE	169026 SEPT 23	ELECTRICITY	93.48	
09/19/2023	INVOICE	169027 SEPT 23	ELECTRICITY	12.91	
09/19/2023	INVOICE	169028 SEPT 23	ELECTRICITY	521.90	
09/19/2023	INVOICE	169029 SEPT 23	ELECTRICITY	1,251.17	
09/19/2023	INVOICE	169030 SEPT 23	ELECTRICITY	151.15	
09/19/2023	INVOICE	169031 SEPT 23	ELECTRICITY	81.37	
09/19/2023	INVOICE	169033 SEPT 23	ELECTRICITY	35.73	
09/19/2023	INVOICE	169034 SEPT 23	ELECTRICITY	25.86	
09/19/2023	INVOICE	169035 SEPT 23	ELECTRICITY	25.43	
09/19/2023	INVOICE	169036 SEPT 23	ELECTRICITY	197.57	
09/19/2023	INVOICE	169038 SEPT 23	ELECTRICITY	5,459.01	
09/19/2023	INVOICE	169039 SEPT 23	ELECTRICITY	34.84	
09/19/2023	INVOICE	169041 SEPT 23	ELECTRICITY	43.94	
09/19/2023	INVOICE	169043 SEPT 23	ELECTRICITY	34.42	
09/19/2023	INVOICE	169044 SEPT 23	ELECTRICITY	38.80	
09/19/2023	INVOICE	169045 SEPT 23	ELECTRICITY	39.23	
09/19/2023	INVOICE	169048 SEPT 23	ELECTRICITY	25.00	
09/19/2023	INVOICE	169049 SEPT 23	ELECTRICITY	1,051.43	
09/19/2023	INVOICE	169050 SEPT 23	ELECTRICITY	165.77	
09/19/2023	INVOICE	169051 SEPT 23	ELECTRICITY	25.43	
09/19/2023	INVOICE	169053 SEPT 23	ELECTRICITY	45.29	
09/19/2023	INVOICE	169055 SEPT 23	ELECTRICITY	25.54	
09/19/2023	INVOICE	169056 SEPT 23	ELECTRICITY	40.94	
09/19/2023	INVOICE	169057 SEPT 23	ELECTRICITY	25.43	
09/19/2023	INVOICE	169058 SEPT 23	ELECTRICITY	40.41	
09/19/2023	INVOICE	169060 SEPT 23	ELECTRICITY	28.32	
09/19/2023	INVOICE	169061 SEPT 23	ELECTRICITY	33.03	
09/19/2023	INVOICE	169062 SEPT 23	ELECTRICITY	162.90	
09/19/2023	INVOICE	169064 SEPT 23	ELECTRICITY	56.57	
09/19/2023	INVOICE	169065 SEPT 23	ELECTRICITY	468.00	
09/19/2023	INVOICE	169066 SEPT 23	ELECTRICITY	45.22	
09/19/2023	INVOICE	169069 SEPT 23	ELECTRICITY	73.02	
09/19/2023	INVOICE	169072 SEPT 23	ELECTRICITY	250.00	
09/19/2023	INVOICE	169073 SEPT 23	ELECTRICITY	38.05	
09/19/2023	INVOICE	169074 SEPT 23	ELECTRICITY	30.89	
09/19/2023	INVOICE	169077 SEPT 23	ELECTRICITY	25.64	
09/19/2023	INVOICE	169080 SEPT 23	ELECTRICITY	141.07	
09/19/2023	INVOICE	169081 SEPT 23	ELECTRICITY	36.34	
09/19/2023	INVOICE	169082 SEPT 23	ELECTRICITY	111.54	
09/19/2023	INVOICE	169083 SEPT 23	ELECTRICITY	2,172.46	
09/19/2023	INVOICE	169084 SEPT 23	ELECTRICITY	2,038.15	
09/19/2023	INVOICE	169085 SEPT 23	ELECTRICITY	2,069.76	
09/19/2023	INVOICE	169086 SEPT 23	ELECTRICITY	1,761.66	
09/19/2023	INVOICE	169087 SEPT 23	ELECTRICITY	211.37	
09/19/2023	INVOICE	169089 SEPT 23	ELECTRICITY	33.67	
09/19/2023	INVOICE	169090 SEPT 23	ELECTRICITY	36.13	
09/19/2023	INVOICE	169091 SEPT 23	ELECTRICITY	118.50	
09/19/2023	INVOICE	169092 SEPT 23	ELECTRICITY	104.48	
09/19/2023	INVOICE	169093 SEPT 23	ELECTRICITY	112.78	
09/19/2023	INVOICE	169094 SEPT 23	ELECTRICITY	49.27	

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09/19/2023	INVOICE	169096 SEPT 23	ELECTRICITY	580.03	
09/19/2023	INVOICE	169097 SEPT 23	ELECTRICITY	29.49	
09/19/2023	INVOICE	169098 SEPT 23	ELECTRICITY	35.13	
09/19/2023	INVOICE	169099 SEPT 23	ELECTRICITY	25.32	
09/19/2023	INVOICE	169107 SEPT 23	ELECTRICITY	45.31	
09/19/2023	INVOICE	169112 SEPT 23	ELECTRICITY	146.77	
09/19/2023	INVOICE	169116 SEPT 23	ELECTRICITY	47.54	
09/19/2023	INVOICE	169118 SEPT 23	ELECTRICITY	43.40	
09/19/2023	INVOICE	169120 SEPT 23	ELECTRICITY	2,901.60	
09/19/2023	INVOICE	169121 SEPT 23	ELECTRICITY	4,539.60	
09/19/2023	INVOICE	169122 SEPT 23	ELECTRICITY	3,669.12	
09/19/2023	INVOICE	169123 SEPT 23	ELECTRICITY	48.86	
09/19/2023	INVOICE	169124 SEPT 23	ELECTRICITY	57.42	
09/19/2023	INVOICE	169125 SEPT 23	ELECTRICITY	47.34	
09/19/2023	INVOICE	169126 SEPT 23	ELECTRICITY	89.20	
09/19/2023	INVOICE	169127 SEPT 23	ELECTRICITY	49.05	
09/19/2023	INVOICE	169130 SEPT 23	ELECTRICITY	36.00	
09/19/2023	INVOICE	169131 SEPT 23	ELECTRICITY	4.15	
09/19/2023	INVOICE	169132 SEPT 23	ELECTRICITY	59.67	
09/19/2023	INVOICE	169133 SEPT 23	ELECTRICITY	8,873.28	
09/19/2023	INVOICE	169134 SEPT 23	ELECTRICITY	1,422.72	
09/19/2023	INVOICE	169135 SEPT 23	ELECTRICITY	2,957.76	
09/19/2023	INVOICE	400001 SEPT 23	ELECTRICITY	1,081.64	
09/19/2023	INVOICE	400002 SEPT 23	ELECTRICITY	1,183.46	
09/19/2023	INVOICE	400003 SEPT 23	ELECTRICITY	538.49	
09/19/2023	INVOICE	400004 SEPT 23	ELECTRICITY	809.23	
09/19/2023	INVOICE	400005 SEPT 23	ELECTRICITY	28.00	
09/19/2023	INVOICE	400006 SEPT 23	ELECTRICITY	25.43	
09/19/2023	INVOICE	400008 SEPT 23	ELECTRICITY	25.54	
09/19/2023	INVOICE	400009 SEPT 23	ELECTRICITY	48.54	
09/19/2023	INVOICE	400010 SEPT 23	ELECTRICITY	46.19	
09/19/2023	INVOICE	400011 SEPT 23	ELECTRICITY	27.78	
09/19/2023	INVOICE	400012 SEPT 23	ELECTRICITY	29.28	
09/19/2023	INVOICE	400013 SEPT 23	ELECTRICITY	34.42	
09/19/2023	INVOICE	400015 SEPT 23	ELECTRICITY	357.98	
09/19/2023	INVOICE	400016 SEPT 23	ELECTRICITY	47.34	
09/19/2023	INVOICE	400017 SEPT 23	ELECTRICITY	46.19	
09/19/2023	INVOICE	400018 SEPT 23	ELECTRICITY	43.73	
09/19/2023	INVOICE	400019 SEPT 23	ELECTRICITY	131.79	
09/19/2023	INVOICE	400020 SEPT 23	ELECTRICITY	567.84	
09/19/2023	INVOICE	400023 SEPT 23	ELECTRICITY	175.06	
09/19/2023	INVOICE	400024 SEPT 23	ELECTRICITY	33.35	
09/19/2023	INVOICE	400025 SEPT 23	ELECTRICITY	75.08	
09/19/2023	INVOICE	400026 SEPT 23	ELECTRICITY	62.88	
09/19/2023	INVOICE	400028 SEPT 23	ELECTRICITY	64.57	
09/19/2023	INVOICE	400029 SEPT 23	ELECTRICITY	92.28	
09/19/2023	INVOICE	400030 SEPT 23	ELECTRICITY	33.35	
09/19/2023	INVOICE	400031 SEPT 23	ELECTRICITY	98.30	
09/19/2023	INVOICE	400032 SEPT 23	ELECTRICITY	92.78	
09/19/2023	INVOICE	400033 SEPT 23	ELECTRICITY	104.29	
09/19/2023	INVOICE	400034 SEPT 23	ELECTRICITY	25.43	
09/19/2023	INVOICE	400036 SEPT 23	ELECTRICITY	1,954.97	
09/19/2023	INVOICE	400037 SEPT 23	ELECTRICITY	43.08	
09/19/2023	INVOICE	400039 SEPT 23	ELECTRICITY	69.04	
09/19/2023	INVOICE	400040 SEPT 23	ELECTRICITY	27,296.97	
09/19/2023	INVOICE	400041 SEPT 23	ELECTRICITY	229.03	
09/19/2023	INVOICE	400042 SEPT 23	ELECTRICITY	32.70	

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09/19/2023	INVOICE	400044 SEPT 23	ELECTRICITY	39.21	
09/19/2023	INVOICE	400046 SEPT 23	ELECTRICITY	26.38	
09/19/2023	INVOICE	400047 SEPT 23	ELECTRICITY	240.27	
09/19/2023	INVOICE	400048 SEPT 23	ELECTRICITY	307.04	
09/19/2023	INVOICE	400049 SEPT 23	ELECTRICITY	281.23	
09/19/2023	INVOICE	400051 SEPT 23	ELECTRICITY	79.14	
09/19/2023	INVOICE	400052 SEPT 23	ELECTRICITY	55.60	
09/19/2023	INVOICE	400055 SEPT 23	ELECTRICITY	25.00	
09/19/2023	INVOICE	400057 SEPT 23	ELECTRICITY	75.91	
09/19/2023	INVOICE	400059 SEPT 23	ELECTRICITY	188.01	
09/19/2023	INVOICE	400060 SEPT 23	ELECTRICITY	12,296.38	
09/19/2023	INVOICE	400061 SEPT 23	ELECTRICITY	50.57	
09/19/2023	INVOICE	400062 SEPT 23	ELECTRICITY	38.27	
09/19/2023	INVOICE	400063 SEPT 23	ELECTRICITY	36.13	
09/19/2023	INVOICE	400065 SEPT 23	ELECTRICITY	8,077.98	
09/19/2023	INVOICE	400068 SEPT 23	ELECTRICITY	63.09	
09/19/2023	INVOICE	400069 SEPT 23	ELECTRICITY	37.20	
09/19/2023	INVOICE	400070 SEPT 23	ELECTRICITY	8,485.90	
09/19/2023	INVOICE	400071 SEPT 23	ELECTRICITY	35.38	
09/19/2023	INVOICE	400072 SEPT 23	ELECTRICITY	34.95	
09/19/2023	INVOICE	400073 SEPT 23	ELECTRICITY	35.17	
09/19/2023	INVOICE	400075 SEPT 23	ELECTRICITY	35.70	
09/19/2023	INVOICE	400076 SEPT 23	ELECTRICITY	33.88	
09/19/2023	INVOICE	400077 SEPT 23	ELECTRICITY	28.21	
09/19/2023	INVOICE	400079 SEPT 23	ELECTRICITY	197.98	
09/19/2023	INVOICE	400081 SEPT 23	ELECTRICITY	60.18	
09/19/2023	INVOICE	400083 SEPT 23	ELECTRICITY	60.52	
09/19/2023	INVOICE	400084 SEPT 23	ELECTRICITY	41.05	
09/19/2023	INVOICE	400085 SEPT 23	ELECTRICITY	30.14	
09/19/2023	INVOICE	400088 SEPT 23	ELECTRICITY	35.57	
09/19/2023	INVOICE	400089 SEPT 23	ELECTRICITY	65.96	
09/19/2023	INVOICE	400090 SEPT 23	ELECTRICITY	63.82	
09/19/2023	INVOICE	400091 SEPT 23	ELECTRICITY	162.94	
09/19/2023	INVOICE	400092 SEPT 23	ELECTRICITY	35.27	
09/19/2023	INVOICE	400093 SEPT 23	ELECTRICITY	38.91	
09/19/2023	INVOICE	400094 SEPT 23	ELECTRICITY	133.88	
09/19/2023	INVOICE	400095 SEPT 23	ELECTRICITY	111.76	
09/19/2023	INVOICE	400096 SEPT 23	ELECTRICITY	1,160.64	
09/19/2023	INVOICE	400097 SEPT 23	ELECTRICITY	136.18	
09/19/2023	INVOICE	400098 SEPT 23	ELECTRICITY	98.50	
09/19/2023	INVOICE	400099 SEPT 23	ELECTRICITY	319.84	
Total:				122,061.36	
Net of 165 Invoices / 0 Checks				122,061.36	
01806	M & L INC				
09/19/2023	INVOICE	8.01.23-8.31.23	YARD WASTE REMOVAL 8/01/2023 - 8/31/2023	7,888.95	
Total:				7,888.95	
Net of 1 Invoices / 0 Checks				7,888.95	
03215	M & O DOOR PRODUCTS				
09/19/2023	INVOICE	IN104450	DEADLATCH	42.13	
09/19/2023	INVOICE	IN104526	ANTENNA RSX	62.50	
Total:				104.63	
Net of 2 Invoices / 0 Checks				104.63	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02806 09/19/2023	MACQUEEN EQUIPMENT INVOICE	 P11732	VAPOROOTER	4,795.89	
			Total:	4,795.89	
			Net of 1 Invoices / 0 Checks	4,795.89	
03217 09/19/2023	MAILBOX INVOICE	 116628	NEBRASKA PUBLIC HEALTH	26.30	
09/19/2023	INVOICE	116641	NEBRASKA PUBLIC HEALTH	11.76	
09/19/2023	INVOICE	116684	NEBRASKA PUBLIC HEALTH	12.51	
09/19/2023	INVOICE	116741	NEBRASKA PUBLIC HEALTH	12.51	
09/19/2023	INVOICE	116756	NEBRASKA PUBLIC HEALTH	11.76	
09/19/2023	INVOICE	116783	NEBRASKA PUBLIC HEALTH	12.51	
09/19/2023	INVOICE	116811	NEBRASKA PUBLIC HEALTH	12.50	
			Total:	99.85	
			Net of 7 Invoices / 0 Checks	99.85	
01676 09/19/2023	MANGO LANGUAGES INVOICE	 INV012827	CONVERSATIONS ENTERPRISE SUSCRPTION	3,879.58	
			Total:	3,879.58	
			Net of 1 Invoices / 0 Checks	3,879.58	
03212 09/19/2023	MATHESON-LINWELD INVOICE	 52216847	MEDICAL OXYGEN	30.06	
09/19/2023	INVOICE	0028387796	CARBON DIOXIDE	117.84	
			Total:	147.90	
			Net of 2 Invoices / 0 Checks	147.90	
03220 09/19/2023	MENARDS INVOICE	 93253	WAX BOWL RING	8.88	
09/19/2023	INVOICE	93197	FLAP DISC, BLUE TOWELS, TC PELLETS, PARTS C:	191.41	
09/19/2023	INVOICE	93281	WASTE CAN, 10GAL 5.0HP VAC, DUSTPAN, BROOM,	595.47	
09/19/2023	INVOICE	93077	WHITE CABLE TIES	30.60	
09/19/2023	INVOICE	93015	WL SIDING PRO WHITE, DRIPCAP, FURRING STRIP	32.69	
09/19/2023	INVOICE	93018	11" XTREME CABLE TIE	10.99	
09/19/2023	INVOICE	92994	ZEP SPRAY BOTTLE, DAMPRID, BRISTLE BRUSH, D	40.44	
09/19/2023	INVOICE	92956	FOLDING PLATFORM CART, 18" WALL FAN-ARPA FU	63.69	
09/19/2023	INVOICE	90387	40 PINT E-STAR DEHUMIDIFIER	189.76	
09/19/2023	INVOICE	90184	WATER	7.38	
09/19/2023	INVOICE	90124	2" PVC CONDUIT END BELL, 2" 90 DGR BELLED	9.55	
09/19/2023	INVOICE	90126	FOLDING SAWHORSE, STAR DRIVE, TENT STAKES, 1	390.63	
09/19/2023	INVOICE	90042	ALL PURPOSE HOOK	23.98	
09/19/2023	INVOICE	92725	ADHESIVE, LOCTIRE, WEDGE ANCHOR	46.86	
09/19/2023	INVOICE	92727	HEX WASHER, TEKS 14X1-1/2" HWH/DRILL	14.17	
09/19/2023	INVOICE	92578	PAINT MKR, LENOX LOCKING TRDSMN KNIFE, 17" 1	71.13	
09/19/2023	INVOICE	92687	BIG GAP FOAM, 2X8-16', 2X4-16'	198.27	
09/19/2023	INVOICE	90243	FOAM EARPLUGS, 6 PC SMALL ENGINE CARB ADJ	23.48	
09/19/2023	INVOICE	93888	3 - 50 GAL STACKER TOTES	51.47	
09/19/2023	INVOICE	93632	DELIVERY	100.71	
09/19/2023	INVOICE	93631	5 - 6 PANEL STEEL DOORS	995.00	
09/19/2023	INVOICE	93630	6 - POCKET WINDOWS	1,019.94	
09/19/2023	INVOICE	93628	8 - POCKET WINDOWS	1,359.92	
09/19/2023	INVOICE	93555	BLACK NIPPLE, SPRAY PAINT, BLUEMONS THRD SE/	37.91	
09/19/2023	INVOICE	93583	DUAL SURFACE BRUSH, 60" WOOD HANDLE, SHELF,	909.70	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/19/2023	INVOICE	93571	12X12 BASIN KIT W/GR GRATE	86.14	
09/19/2023	INVOICE	93439	COMFORT MAT, 1/2" PVC PLUG & TEE	22.60	
			Total:	6,532.77	
			Net of 27 Invoices / 0 Checks	6,532.77	
03222	MID-AMERICAN RESEARCH				
09/19/2023	INVOICE	0799106-IN	BACTERIZER QT	148.00	
09/19/2023	INVOICE	0799360-IN	NUKE LIFT STATION DEGREASER	4,988.50	
09/19/2023	INVOICE	0799361-IN	DISINFECTANT WIPES	248.00	
			Total:	5,384.50	
			Net of 3 Invoices / 0 Checks	5,384.50	
02245	MID-IOWA SOLID WASTE				
09/19/2023	INVOICE	59298	ENZ NOZZLE PARTS 8" ROLLER CHAIN W/PLATES	225.77	
			Total:	225.77	
			Net of 1 Invoices / 0 Checks	225.77	
00205	MID-STATE ENGINEERING & TESTING				
09/19/2023	INVOICE	22113	LIBRARY-CULTURAL ARTS CENTER-CITY HALL	595.00	
			Total:	595.00	
			Net of 1 Invoices / 0 Checks	595.00	
03224	MIDWEST LABORATORIES INC				
09/19/2023	INVOICE	1149267	WATER TESTING & SUPPLIES	634.67	
			Total:	634.67	
			Net of 1 Invoices / 0 Checks	634.67	
10976	MIDWEST PETROLEUM EQUIPMENT LLC				
09/19/2023	INVOICE	32224T	PUMPS #5 & #6 NOT WORKING	518.50	
09/19/2023	INVOICE	28106F	REPLACED 2" FLEX HOSE, REPACKED 2" SWIVEL BI	2,531.50	
			Total:	3,050.00	
			Net of 2 Invoices / 0 Checks	3,050.00	
03226	MIDWEST SERVICE & SALES CO				
09/19/2023	INVOICE	0034305	14GA SQUARE TUBE UNISTRUT POSTS, 12GA SQUARI	4,655.00	
			Total:	4,655.00	
			Net of 1 Invoices / 0 Checks	4,655.00	
00487	MIDWEST TAPE LLC				
09/19/2023	INVOICE	504312952	ADVANCE DIGITAL PAYMENT	7,000.00	
			Total:	7,000.00	
			Net of 1 Invoices / 0 Checks	7,000.00	
00463	MIKE'S TOWING				
09/19/2023	INVOICE	39932	TOWING	150.00	
09/19/2023	INVOICE	39931	TOWING	150.00	
09/19/2023	INVOICE	39939	TOWING	150.00	
09/19/2023	INVOICE	39941	TOWING	150.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/19/2023	INVOICE	39945	TOWING	150.00	
09/19/2023	INVOICE	39949	TOWING	150.00	
			Total:	900.00	
			Net of 6 Invoices / 0 Checks	900.00	
03230	MOTION INDUSTRIES INC				
09/19/2023	INVOICE	NE07-00494415	4 - 15 INCH OCTAGONAL LED MINI LIGHTS	724.89	
09/19/2023	INVOICE	NE07-00494819	LINE MARKING SPRAY	362.73	
			Total:	1,087.62	
			Net of 2 Invoices / 0 Checks	1,087.62	
10832	MR GOLF CAR INC				
09/19/2023	INVOICE	41759	RENTAL/TOURNAMENT CARS 9/2/23	420.00	
09/19/2023	INVOICE	41750	RENTAL/TOURNAMENT CARS 8/19/23	420.00	
			Total:	840.00	
			Net of 2 Invoices / 0 Checks	840.00	
00210	MUNICIPAL PIPE TOOL CO LLC				
09/19/2023	INVOICE	33879	HYDRO X NOZZLE	344.13	
			Total:	344.13	
			Net of 1 Invoices / 0 Checks	344.13	
10225	NAPA AUTO PARTS OF COLUMBUS				
09/19/2023	INVOICE	736675	BATTERY	156.99	
09/19/2023	INVOICE	736653	CAP	4.50	
09/19/2023	INVOICE	737150	AIR IMPACT WRENCH	1,189.00	
09/19/2023	INVOICE	737101	TOGGLE 2 POSITION	6.22	
			Total:	1,356.71	
			Net of 4 Invoices / 0 Checks	1,356.71	
10709	NDEE				
09/19/2023	INVOICE	2537	WWTF CERTIFICATE RENEWAL - CHUCK SLIVA	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
11071	NDOT				
09/19/2023	INVOICE	9.14.2023	REIMBURSE FOR SALE OF VAN TRANSIT ID M711	3,200.00	
			Total:	3,200.00	
			Net of 1 Invoices / 0 Checks	3,200.00	
00537	NEBRASKA DEPT OF ENVIRONMENT				
09/19/2023	INVOICE	38900	ANNUAL OPERATING FEE IIS 1191	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
00140	NEBRASKA GOLF & TURF INC				
09/19/2023	INVOICE	02-146499	CHARGER, CANOPY SUPPORT, UPPER CLEVIS	1,751.66	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,751.66	
			Net of 1 Invoices / 0 Checks	1,751.66	
00239	NEBRASKA HARVESTORE SYSTEMS				
09/19/2023	INVOICE	17521	COUPLERS - FEMALE & MALE	100.63	
			Total:	100.63	
			Net of 1 Invoices / 0 Checks	100.63	
03245	NORTHEAST NEBRASKA SOLID				
09/19/2023	INVOICE	8312023	LANDFILL CHARGES	75,781.46	
			Total:	75,781.46	
			Net of 1 Invoices / 0 Checks	75,781.46	
03248	NOVICKI FIRE PREVENTION SERVC				
09/19/2023	INVOICE	153-23	YEARLY INSPECTION	482.50	
			Total:	482.50	
			Net of 1 Invoices / 0 Checks	482.50	
00358	OBRIST & CO INC				
09/19/2023	INVOICE	13945	STORM SEWER CLEANING	39,955.00	
09/19/2023	INVOICE	LOST CREEK LIFT	REIMBURSE FOR LOUP BILLS NOV, DEC, JAN, FEB	3,567.98	
09/19/2023	INVOICE	13947	HAUL SHAVING TO LANDFILL IN STANTON	5,100.00	
			Total:	48,622.98	
			Net of 3 Invoices / 0 Checks	48,622.98	
02852	OLSON'S PEST TECHNICIANS				
09/19/2023	INVOICE	312844	PEST CONTROL	85.00	
09/19/2023	INVOICE	312845	PEST CONTROL	50.00	
09/19/2023	INVOICE	312846	PEST CONTROL	85.00	
09/19/2023	INVOICE	312847	PEST CONTROL	55.00	
09/19/2023	INVOICE	312848	PEST CONTROL	50.00	
09/19/2023	INVOICE	314545	PEST CONTROL	75.00	
09/19/2023	INVOICE	314543	PEST CONTROL	57.50	
09/19/2023	INVOICE	314544	PEST CONTROL	70.00	
			Total:	527.50	
			Net of 8 Invoices / 0 Checks	527.50	
01451	ONE CALL CONCEPTS INC				
09/19/2023	INVOICE	3080122	LOCATE FEES	498.74	
			Total:	498.74	
			Net of 1 Invoices / 0 Checks	498.74	
01307	ONE SOURCE				
09/19/2023	INVOICE	2022136408	BACKGROUND CHECKS	28.50	
09/19/2023	INVOICE	2022136065	BACKGROUND CHECKS	605.00	
09/19/2023	INVOICE	2022136064	BACKGROUND CHECKS	95.00	
			Total:	728.50	
			Net of 3 Invoices / 0 Checks	728.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00176	O'REILLY AUTOMOTIVE INC				
09/19/2023	INVOICE	0681-240503	SFX MUFFLER, ADAPTER	101.23	
09/19/2023	INVOICE	0681-241576	WIPER BLADES	29.98	
09/19/2023	INVOICE	0681-241766	17 OZ FOAM CLEANER	14.98	
			Total:	146.19	
			Net of 3 Invoices / 0 Checks	146.19	
02921	PAPER DIRECT				
09/19/2023	INVOICE	4433210	AUTUMN MAPLE PAPER	184.73	
			Total:	184.73	
			Net of 1 Invoices / 0 Checks	184.73	
10411	PAPER TIGER SHREDDING				
09/19/2023	INVOICE	185972	64 GALLON CONTAINER	30.00	
			Total:	30.00	
			Net of 1 Invoices / 0 Checks	30.00	
01827	PAPROCKI ELISA				
09/19/2023	INVOICE	9.05.2023	CLOTHING REIMBURSEMENT	50.00	
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
01869	PERFORMANCE PRINTING INC				
09/19/2023	INVOICE	28952	#10 REGULAR ENVELOPES, LETTERHEAD	437.76	
			Total:	437.76	
			Net of 1 Invoices / 0 Checks	437.76	
00345	PETE LIEN & SONS INC.				
09/19/2023	INVOICE	CD99097555	QUICKLIME FINES	6,849.47	
			Total:	6,849.47	
			Net of 1 Invoices / 0 Checks	6,849.47	
03258	PETTY CASH				
09/19/2023	INVOICE	9.05.2023	PETTY CASH	74.62	
			Total:	74.62	
			Net of 1 Invoices / 0 Checks	74.62	
00155	PLATTE COUNTY				
09/19/2023	INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,940.00	
			Total:	3,940.00	
			Net of 1 Invoices / 0 Checks	3,940.00	
00758	PLATTE COUNTY REGISTER OF				
09/19/2023	INVOICE	8.09.2023	RESOLUTION NO R23-87	34.00	
			Total:	34.00	
			Net of 1 Invoices / 0 Checks	34.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10241	POMP'S TIRE SERVICE INC.				
09/19/2023	INVOICE	1440018514	REPAIR	59.00	
09/19/2023	INVOICE	1440018552	REPAIR TIRE	59.00	
09/19/2023	INVOICE	1440018603	TIRE REPAIR	59.00	
09/19/2023	INVOICE	1440018583	TIRE REPAIR	59.00	
			Total:	236.00	
			Net of 4 Invoices / 0 Checks	236.00	
10445	PORT-A-JOHN'S				
09/19/2023	INVOICE	23-4081	RESTROOM RENTAL - QUAIL RUN, VANBURG, CEMET	450.00	
			Total:	450.00	
			Net of 1 Invoices / 0 Checks	450.00	
01515	POWERPLAN				
09/19/2023	INVOICE	2088075	MURPHY TRACTOR - SERVICE HYDRAULIC PUMP	11,940.61	
09/19/2023	INVOICE	1440502	MURPHY TRACTOR - SERVICE CREDIT	(6,668.38)	
			Total:	5,272.23	
			Net of 2 Invoices / 0 Checks	5,272.23	
02844	PRECISION TREE SERVICE				
09/19/2023	INVOICE	9.19.2023	CRANE WORK DEER RIVER RD - DROPPING 3 COTTO	1,200.00	
			Total:	1,200.00	
			Net of 1 Invoices / 0 Checks	1,200.00	
11012	PREFERRED PIPELINE LLC				
09/19/2023	INVOICE	PPL000070161	SAND	850.50	
09/19/2023	INVOICE	PPL000070315	SAND	743.70	
			Total:	1,594.20	
			Net of 2 Invoices / 0 Checks	1,594.20	
00493	PSYCHOLOGICAL RESOURCES				
09/19/2023	INVOICE	2309084	PSYCHOLOGICAL EVALUATION - JADE HIGGINS	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
03263	QUILL CORPORATION				
09/19/2023	INVOICE	34105148	QUILL THERMAL ROLL	33.96	
09/19/2023	INVOICE	34164960	SELF INKING STAMP	27.19	
			Total:	61.15	
			Net of 2 Invoices / 0 Checks	61.15	
03264	REARDON LAWN & GARDEN INC				
09/19/2023	INVOICE	6365	ROPE, CLIP -COVER AIR CLEANER	(0.06)	
09/19/2023	INVOICE	6364	ROLLER ASSY, WHEEL & TIRE ASSY	152.47	
09/19/2023	INVOICE	6380	NUT, BUSHING, CARRIAGE BOLT	31.92	
09/19/2023	INVOICE	5619	HEX BOLTS, NUT-LOCKS	47.92	
09/19/2023	INVOICE	5913	SPEED FEED 400	29.99	
09/19/2023	INVOICE	6204	CARBURETOR, SPARK PLUG	43.98	
09/19/2023	INVOICE	6480	TRIMMER	347.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/19/2023	INVOICE	5414	FORK HOUSING-DECK	47.92	
09/19/2023	INVOICE	5660	CLIP-END CAP, WHEEL & TIRE ASSY, CHANNEL-LI	600.17	
			Total:	1,302.30	
			Net of 9 Invoices / 0 Checks	1,302.30	
00161 09/19/2023	REMBOLT LUDTKE LLP INVOICE	172	AUGUST LEGAL SERVICES	1,487.00	
			Total:	1,487.00	
			Net of 1 Invoices / 0 Checks	1,487.00	
10619 09/19/2023	RIVER VALLEY TIRE SERVICE LLC INVOICE	008922	O RINGS, CORE HOUSINGS, TIRE REPAIRS	140.00	
			Total:	140.00	
			Net of 1 Invoices / 0 Checks	140.00	
10872 09/19/2023	RIVERSIDE PORTABLES LLC INVOICE	13242	PORTABLE RESTROOM - FRANKFORT SQUARE	380.00	
			Total:	380.00	
			Net of 1 Invoices / 0 Checks	380.00	
10265 09/19/2023	ROAD BUILDERS MACHINERY AND SUPPLY INVOICE	P08835	COIL, DIRECTIONAL CON	944.52	
			Total:	944.52	
			Net of 1 Invoices / 0 Checks	944.52	
01476 09/19/2023	RUTJENS CONSTRUCTION INVOICE	3	LOST CREEK PARKWAY WATER MAIN EXTENSION	1,492,101.52	
09/19/2023	INVOICE	6	LOST CREEK PARKWAY SEWER	498,889.08	
			Total:	1,990,990.60	
			Net of 2 Invoices / 0 Checks	1,990,990.60	
10643 09/19/2023	RUTT'S HEATING & A/C INC INVOICE	11237	CRAC UNIT THROWING ALARMS	162.50	
			Total:	162.50	
			Net of 1 Invoices / 0 Checks	162.50	
01596 09/19/2023	RVW INC INVOICE	11984	FRANKFORT SQUARE FIBER ASSISTANCE	1,165.00	
09/19/2023	INVOICE	11996	COMMUNITY BUILDING FIBER COORDINATION ASSIS'	595.00	
			Total:	1,760.00	
			Net of 2 Invoices / 0 Checks	1,760.00	
10793 09/19/2023	SAND CREEK CONSTRUCTION COMPANY INVOICE	146	CENTENNIAL PARK SPLASH PAD	24,900.00	
09/19/2023	INVOICE	147	GERRARD PARK TENNIS & PICKLEBALL COURT RENO'	360,000.00	
09/19/2023	INVOICE	145	GERRARD PARK TENNIS & PICKLEBALL COURT RENO'	400,000.00	
			Total:	784,900.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 3 Invoices / 0 Checks	784,900.00	
02704 09/19/2023	SANDRY FIRE SUPPLY LLC INVOICE	INV-030278	SCBA COMPRESSOR	74,561.00	
			Total: Net of 1 Invoices / 0 Checks	74,561.00 74,561.00	
03270 09/19/2023	SAPP BROS COLUMBUS INC INVOICE	IN4243408	AMERIGUARD HYDRAULIC	748.00	
09/19/2023	INVOICE	IN4217896	FUEL	3,001.20	
09/19/2023	INVOICE	IN4218153	SUPPLIES	77.90	
09/19/2023	INVOICE	IN4218824	FUEL	1,242.76	
09/19/2023	INVOICE	IN4220351	DIESEL EXHAUST FLUID	711.00	
09/19/2023	INVOICE	IN4220955	FUEL	6,066.00	
09/19/2023	INVOICE	IN4224175	PROPANE, VALVE	36.55	
09/19/2023	INVOICE	IN4226646	FUEL	2,268.00	
09/19/2023	INVOICE	IN4230144	FUEL	1,249.56	
09/19/2023	INVOICE	IN4238019	FUEL	8,879.76	
09/19/2023	INVOICE	IN4215869	SWIVEL, FARM TANK HOSE	451.00	
09/19/2023	INVOICE	IN4232419	FUEL	8,496.66	
09/19/2023	INVOICE	IN4226647	FUEL	10,647.00	
09/19/2023	INVOICE	IN4220967	FUEL	9,765.48	
09/19/2023	INVOICE	IN4247484	FUEL	2,248.32	
09/19/2023	INVOICE	IN4247025	FUEL	5,295.00	
			Total: Net of 16 Invoices / 0 Checks	61,184.19 61,184.19	
10881 09/19/2023	SCANTLING EVE INVOICE	8.29.2023	RED CROSS WATER SAFETY TRAINING, LIFEGUARDII	1,150.00	
			Total: Net of 1 Invoices / 0 Checks	1,150.00 1,150.00	
02805 09/19/2023	SCHEMMER ASSOCIATES INC. INVOICE	09071.001-4	23RD STREET WATER & SEWER CONSTRUCTION INSP	28,580.07	
			Total: Net of 1 Invoices / 0 Checks	28,580.07 28,580.07	
11069 09/19/2023	SCHOOL OF EMS INVOICE	3984	ONLINE MEDIC CLASS - EICKMEIER, HAYS, HYTREI	4,961.96	
			Total: Net of 1 Invoices / 0 Checks	4,961.96 4,961.96	
00799 09/19/2023	SCOTUS CENTRAL CATHOLIC INVOICE	8.29.2023	2X2 NEWSPAPER AD, YEARBOOK	149.00	
			Total: Net of 1 Invoices / 0 Checks	149.00 149.00	
00156 09/19/2023	SEALOCK GREG INVOICE	9.08.2023	POLYGRAPH EXAMS	375.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	375.00	
			Net of 1 Invoices / 0 Checks	375.00	
03275 09/19/2023	SECURITY EQUIPMENT INC INVOICE	811259	INTRUSION MONITORING & SOFTWARE SUPPORT	4,898.46	
			Total:	4,898.46	
			Net of 1 Invoices / 0 Checks	4,898.46	
10726 09/19/2023	SEILER INSTRUMENT & MFG CO INC INVOICE	INV12613	TRAINING-FORENSICS	695.00	
			Total:	695.00	
			Net of 1 Invoices / 0 Checks	695.00	
11035 09/19/2023	SERC LLC INVOICE	9.08.2023	REIMBURSEMENT FOR COSTS INCURRED CONSTRUCTIO	79,500.00	
			Total:	79,500.00	
			Net of 1 Invoices / 0 Checks	79,500.00	
00465 09/19/2023	SERVICEMASTER BY SHEVLIN INVOICE	10405	EMERGENCY CALL FOR VOMIT CLEANUP ON 2ND FLOO	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
03276 09/19/2023	SHERWIN-WILLIAMS CO INVOICE	8573-5	GLASS BEADS	2,612.00	
			Total:	2,612.00	
			Net of 1 Invoices / 0 Checks	2,612.00	
01090 09/19/2023	SHEVLIN SUPPLY INVOICE	6917	LINERS, TOWELS, WAXED PAPER LINERS	119.72	
09/19/2023	INVOICE	6916	LINERS, TOWELS, WAXED PAPER LINERS	119.72	
09/19/2023	INVOICE	6914	TOILET TISSUE	468.30	
			Total:	707.74	
			Net of 3 Invoices / 0 Checks	707.74	
03277 09/19/2023	SIPPLE, HANSEN, EMERSON, INVOICE	1-00M AUG 23	LEGAL SERVICES	5,984.55	
			Total:	5,984.55	
			Net of 1 Invoices / 0 Checks	5,984.55	
01394 09/19/2023	SIRIUS COMPUTER SOLUTIONS INC. INVOICE	INV-000970358	CISCO-SFP TRANSCEIVER MODULE	6,595.54	
09/19/2023	INVOICE	INV-000971172	CISCO HYPERFLEX EDGE CLUSTER IMPLEMENTATION	7,755.00	
			Total:	14,350.54	
			Net of 2 Invoices / 0 Checks	14,350.54	
10887 09/19/2023	SPEEDWAY TRUCK & AUTO SALVAGE INC INVOICE	175306	TAIL LAMP	280.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	280.00	
			Net of 1 Invoices / 0 Checks	280.00	
03280	STATE OF NEBR DEPT OF REVENUE				
09/19/2023	INVOICE	FORM 94 GOLF	WASTE REDUCTION & RECYCLING FEE JULY 2022 -	50.00	
09/19/2023	INVOICE	8312023GOLF	SALES TAX - AUGUST 2023 GOLF	9,783.24	
09/19/2023	INVOICE	8312023UTILITY	SALES TAX - AUGUST 2023 UTILITY	48,078.93	
09/19/2023	INVOICE	8312023POOLS	SALES TAX - AUGUST 2023 POOLS	4,528.12	
			Total:	62,440.29	
			Net of 4 Invoices / 0 Checks	62,440.29	
01487	STOCKWELL TUCKER				
09/19/2023	INVOICE	9.12.2023	CDL RENEWAL	31.00	
			Total:	31.00	
			Net of 1 Invoices / 0 Checks	31.00	
10889	SUMMIT SAFETY LLC				
09/19/2023	INVOICE	433606A	BLACK BOTTOM VEST, SURVEYORS VEST	135.04	
			Total:	135.04	
			Net of 1 Invoices / 0 Checks	135.04	
00105	SUPER SAVER				
09/19/2023	INVOICE	123514	HEAD LETTUCE, MILK	18.99	
			Total:	18.99	
			Net of 1 Invoices / 0 Checks	18.99	
00110	SYSCO LINCOLN				
09/19/2023	INVOICE	561139671	CONCESSIONS	943.43	
09/19/2023	INVOICE	561142824	CONCESSIONS - BUTTERBUDS	51.25	
09/19/2023	INVOICE	561142003	CONCESSIONS	1,259.42	
09/19/2023	INVOICE	561151216	CONCESSIONS	267.55	
09/19/2023	INVOICE	561141993	GROCERIES, FOAM CONTAINER, CUPS, LIDS	2,120.47	
09/19/2023	INVOICE	561146513	CREDIT - CUCUMBER SALAD-DAMAGED ON TRUCK	(82.30)	
09/19/2023	INVOICE	561153428	GROCERIES, COFFEE, CUPS	2,587.37	
09/19/2023	INVOICE	561166142	GROCERIES, TO GO LIDS	2,482.55	
09/19/2023	INVOICE	561179359	GROCERIES, NAPKINS, NAPKIN BANDS, TOWELS, C	2,745.32	
09/19/2023	INVOICE	561207288	GROCERIES	2,553.88	
09/19/2023	INVOICE	561197777	GROCERIES	1,404.78	
			Total:	16,333.72	
			Net of 11 Invoices / 0 Checks	16,333.72	
00313	T-BONE FUEL DELIVERY				
09/19/2023	INVOICE	7899	FUEL	12,600.00	
			Total:	12,600.00	
			Net of 1 Invoices / 0 Checks	12,600.00	
02743	TELECOMMUNICATION SYSTEMS INC.				
09/19/2023	INVOICE	04INV-000043570	MONTHLY CIRCUIT FEES	1,970.67	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,970.67	
			Net of 1 Invoices / 0 Checks	1,970.67	
10237 09/19/2023	TELEFLEX LLC INVOICE	9507427604	45MM & 25MM NEEDLES, ROLLED GAUZE	2,089.30	
			Total:	2,089.30	
			Net of 1 Invoices / 0 Checks	2,089.30	
10987 09/19/2023 09/19/2023	THE GOLF SHOP INVOICE INVOICE	114-6934189-085385 160	THERMAL PAPER RECEIPT ROLLS MONTHLY TERMINAL USAGE FEE FOR AUGUST 2023	274.95 3,597.07	
			Total:	3,872.02	
			Net of 2 Invoices / 0 Checks	3,872.02	
10326 09/19/2023	THE LIFEGUARD STORE INVOICE	INV001350437	LIFT-OPERATOR CONTROLLER BATTERY	338.00	
			Total:	338.00	
			Net of 1 Invoices / 0 Checks	338.00	
03128 09/19/2023 09/19/2023 09/19/2023 09/19/2023 09/19/2023	TIRE OUTLET INC INVOICE INVOICE INVOICE INVOICE INVOICE	233090 248419 232863 233349 232976	REPAIR 2 - TIRES REPAIR TIRE REPAIR REPAIR	50.00 832.56 10.00 35.00 35.00	
			Total:	962.56	
			Net of 5 Invoices / 0 Checks	962.56	
10589 09/19/2023	TK ELEVATOR CORPORATION INVOICE	1000545971	MAINTENANCE CONTRACT	228.75	
			Total:	228.75	
			Net of 1 Invoices / 0 Checks	228.75	
10588 09/19/2023	TOO FAST SUPPLY INVOICE	402597	SDS- MAX 4CT 3/4"X8"X13"	38.99	
			Total:	38.99	
			Net of 1 Invoices / 0 Checks	38.99	
01564 09/19/2023	TOOLEY DRUG INVOICE	8.29.2023	HEAVY DUTY WHEELCHAIR	384.34	
			Total:	384.34	
			Net of 1 Invoices / 0 Checks	384.34	
03283 09/19/2023 09/19/2023 09/19/2023	TRACTOR SUPPLY CREDIT PLAN INVOICE INVOICE INVOICE	600342 599263 598991	4" ROUND LIGHTS G8 BULK SELLING SKU EXTREME DUTY GREASE	38.97 44.31 119.80	
			Total:	203.08	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 3 Invoices / 0 Checks	203.08	
00550 09/19/2023	TRUCK CENTER COMPANIES INVOICE	RA111004661:01	ENGINE 1 - THROTTLE PEDAL ASSY, SERVICE GENI	2,143.98	
			Total:	2,143.98	
			Net of 1 Invoices / 0 Checks	2,143.98	
11068 09/19/2023	TRUE AG & TURF LLC INVOICE	W515394	SERVICE ON MOWER CYLINDER	116.75	
			Total:	116.75	
			Net of 1 Invoices / 0 Checks	116.75	
00357 09/19/2023	TURFWERKS INVOICE	OI55503	MOTOR 18.3	1,009.87	
			Total:	1,009.87	
			Net of 1 Invoices / 0 Checks	1,009.87	
01413 09/19/2023	TWIN RIVERS VETERINARY CLINIC INVOICE	96231	VETERINARY CARE & RABIES TESTS	780.00	
			Total:	780.00	
			Net of 1 Invoices / 0 Checks	780.00	
10298 09/19/2023	TY'S OUTDOOR POWER & SERVICE INVOICE	243130	BELT	103.64	
09/19/2023	INVOICE	245170	BEARING, 3/4" ROLLER	55.96	
			Total:	159.60	
			Net of 2 Invoices / 0 Checks	159.60	
03294 09/19/2023	USA BLUE BOOK INVOICE	INV00111211	Y-STRAINER SOCKET 1/2 IN CLEAR PVC	232.40	
09/19/2023	INVOICE	INV00113452	DPD 4 FOR 10 ML SAMPLE, HACH FLUORIDE RGT	837.28	
			Total:	1,069.68	
			Net of 2 Invoices / 0 Checks	1,069.68	
10948 09/19/2023	VAN DYKE CARROLL INVOICE	9.01.2023	OPEN/CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
02045 09/19/2023	VAN WALL EQUIPMENT INC INVOICE	5998008	BALL BEARING, SEAL, CASE, SLEEVE	29.44	
09/19/2023	INVOICE	5999758	2 - SNAP RING, 2 - SEAL	48.19	
09/19/2023	INVOICE	5997814	BUSHING, SPACER, TRANSPORT CABLE, WHEEL/TIRI	762.30	
			Total:	839.93	
			Net of 3 Invoices / 0 Checks	839.93	
MISC 09/19/2023	VELECELA MELINDA INVOICE	09/08/2023	UB refund for account: 100-02880-05	121.04	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	121.04	
			Net of 1 Invoices / 0 Checks	121.04	
11070 09/19/2023	VELOCITY SYSTEMS INVOICE	ADCPD0705	CUMMERBUND ARMOR INSERT	132.00	
			Total:	132.00	
			Net of 1 Invoices / 0 Checks	132.00	
01181 09/19/2023	VERIZON WIRELESS INVOICE	9942992335	CELL PHONE JUL 27 - AUG 26	1,226.80	
09/19/2023	INVOICE	9943042032	CELL PHONE JUL 27 - AUG 26	2,419.58	
09/19/2023	INVOICE	9943685146	CELL PHONE AUG 06 - SEP 05	840.21	
			Total:	4,486.59	
			Net of 3 Invoices / 0 Checks	4,486.59	
02707 09/19/2023	WACHA CONSTRUCTION LLC INVOICE	218	HANDICAP RAMP - 6TH ST, 7TH AVE	480.00	
			Total:	480.00	
			Net of 1 Invoices / 0 Checks	480.00	
02764 09/19/2023	WARREN GARAGE DOOR INC. INVOICE	45075	REPLACE 16'X28' DURA COIL DOOR	25,212.50	
			Total:	25,212.50	
			Net of 1 Invoices / 0 Checks	25,212.50	
03154 09/19/2023	WASTE CONNECTIONS OF NEBRASKA INVOICE	6709420T054	AUGUST GARBAGE SERVICE	514.00	
			Total:	514.00	
			Net of 1 Invoices / 0 Checks	514.00	
03301 09/19/2023	WATER ENVIRONMENT FEDERATION INVOICE	000331465	MEMBERSHIP DUES 01836170 CHUCK SLIVA	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
02708 09/19/2023	WELLNESS PARTNERS LLC INVOICE	4909	MONTHLY NEWSLETTER	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
02571 09/19/2023	WILSON & COMPANY, INC INVOICE	119407	COLUMBUS DOWNTOWN VIADUCT STUDY - PH II	49,324.28	
09/19/2023	INVOICE	118863	COLUMBUS DOWNTOWN VIADUCT STUDY - PH II	20,225.67	
			Total:	69,549.95	
			Net of 2 Invoices / 0 Checks	69,549.95	
10488	WSKF ARCHITECTS				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/19/2023	INVOICE	20023022	20023 CHARLIE LOUIS STATION ADDITION/RENOVA'	1,620.82	
09/19/2023	INVOICE	20023024	20023 CHARLIE LOUIS STATION ADDITION/RENOVA'	1,047.43	
			Total:	2,668.25	
			Net of 2 Invoices / 0 Checks	2,668.25	
00215	ZIMCO SUPPLY CO				
09/19/2023	INVOICE	184543	ARMOR TECH PAC & PGR, TURFRX FAIRWAY, FAIRW:	4,827.50	
			Total:	4,827.50	
			Net of 1 Invoices / 0 Checks	4,827.50	
00301	ZYWIEC JEREMY D				
09/19/2023	INVOICE	262581	EAST CENTRAL DISTRICT GRANT	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
			invoices and 0 checks for 208 vendors:	7,607,376.64	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
91859	SIRIUS COMPUTER SOLUTIONS INC.	09/01/2023	09/19/2023	6,595.54	6,595.54	Open	N
91891	DUNBAR DOUGLAS	09/01/2023	09/19/2023	7,018.00	7,018.00	Open	N
91914	SAPP BROS COLUMBUS INC	08/08/2023	09/19/2023	6,066.00	6,066.00	Open	N
91918	SAPP BROS COLUMBUS INC	08/29/2023	09/19/2023	8,879.76	8,879.76	Open	N
91920	SAPP BROS COLUMBUS INC	08/23/2023	09/19/2023	8,496.66	8,496.66	Open	N
91922	SAPP BROS COLUMBUS INC	08/08/2023	09/19/2023	9,765.48	9,765.48	Open	N
91927	MIDWEST TAPE LLC	09/06/2023	09/19/2023	7,000.00	7,000.00	Open	N
91971	LOUP POWER DISTRICT	09/01/2023	09/19/2023	5,004.48	5,004.48	Open	N
91990	LOUP POWER DISTRICT	09/01/2023	09/19/2023	5,459.01	5,459.01	Open	N
92049	LOUP POWER DISTRICT	09/01/2023	09/19/2023	8,873.28	8,873.28	Open	N
92101	LOUP POWER DISTRICT	09/01/2023	09/19/2023	8,077.98	8,077.98	Open	N
92104	LOUP POWER DISTRICT	09/01/2023	09/19/2023	8,485.90	8,485.90	Open	N
92174	DANKO EMERGENCY EQUIPMENT	08/23/2023	09/19/2023	5,100.00	5,100.00	Open	N
92234	PETE LIEN & SONS INC.	09/07/2023	09/19/2023	6,849.47	6,849.47	Open	N
92260	SIRIUS COMPUTER SOLUTIONS INC.	09/08/2023	09/19/2023	7,755.00	7,755.00	Open	N
92323	JEO CONSULTING GROUP INC	09/08/2023	09/19/2023	9,952.50	9,952.50	Open	N
92330	STATE OF NEBR DEPT OF REVENUE	09/01/2023	09/19/2023	9,783.24	9,783.24	Open	N
92331	SIPPLE, HANSEN, EMERSON,	09/08/2023	09/19/2023	5,984.55	5,984.55	Open	N
92379	BAUER UNDERGROUND INC.	09/11/2023	09/19/2023	5,956.37	5,956.37	Open	N
92492	SAPP BROS COLUMBUS INC	09/07/2023	09/19/2023	5,295.00	5,295.00	Open	N
92518	HAWKINS INC	09/12/2023	09/19/2023	6,158.82	6,158.82	Open	N
92595	OBRIST & CO INC	09/13/2023	09/19/2023	5,100.00	5,100.00	Open	N
92607	M & L INC	08/31/2023	09/19/2023	7,888.95	7,888.95	Open	N

of Invoices: 23 # Due: 23

of Credit Memos: 0 # Due: 0

Totals: 165,545.99 165,545.99

Totals: 0.00 0.00

Net of Invoices and Credit Memos: 165,545.99 165,545.99

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	100 - GENERAL FUND			102,873.03	102,873.03		
	200 - STREETS/ENGINEERING			5,100.00	5,100.00		
	500 - UTILITY SERVICE			6,849.47	6,849.47		
	520 - WATER			14,236.80	14,236.80		
	560 - STORMWATER UTILITY			9,952.50	9,952.50		
	570 - SOLID WASTE DIVISION			26,534.19	26,534.19		
--- TOTALS BY DEPT/ACTIVITY ---							
	100 - GENERAL ADMINISTRATION			26,291.46	26,291.46		
	110 - POLICE			19,857.66	19,857.66		
	120 - FIRE			5,100.00	5,100.00		
	130 - LIBRARY			15,873.28	15,873.28		
	151 - PAWNEE PLUNGE WATER PARK			8,485.90	8,485.90		
	152 - AQUATIC CENTER POOL			5,459.01	5,459.01		
	155 - VAN BERG GOLF COURSE			4,996.96	4,996.96		
	156 - QUAIL RUN GOLF COURSE			16,808.76	16,808.76		
	200 - STREETS			5,100.00	5,100.00		
	501 - WASTEWATER TREATMENT FAC			6,849.47	6,849.47		
	520 - WATER			14,236.80	14,236.80		
	560 - STORMWATER UTILITY			9,952.50	9,952.50		
	570 - TRANSFER STATION			26,534.19	26,534.19		

UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	CDBG CERTIFIED ADMINISTRATORS TRAINING	90.00	
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	JACKET	100.00	
100-100-53200	PROFESSIONAL SERVICES	REMBOLT LUDTKE LLP	AUGUST LEGAL SERVICES	1,487.00	
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON,	LEGAL SERVICES	5,984.55	
100-100-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	SD CARD 32 GB	49.76	
100-100-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - AUGUST & SEPT	1,672.50	
100-100-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONITORING & SOFTWARE SUPPORT	829.20	
100-100-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	1 LB DRYWALL PHL, NUTS, BOLTS, SCREWS	31.28	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	110.06	
100-100-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	85.00	
100-100-55900	MISCELLANEOUS	PLATTE COUNTY REGISTER OF	RESOLUTION NO R23-87	34.00	
100-100-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	8" CABLE TIE, PADLOCK	21.48	
100-100-56010	SUPPLIES	BOUND TREE MEDICAL LLC	CURAPLEX COLD PACKS	3,431.98	
100-100-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	ATOMIC CLOCK	209.22	
100-100-56010	SUPPLIES	HOBBY LOBBY	CERTIFICATE FRAME	7.99	
100-100-56010	SUPPLIES	SHEVLIN SUPPLY	LINERS, TOWELS, WAXED PAPER LINERS	119.72	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	APPOINTMENT BOOKS	174.74	
100-100-56020	OFFICE SUPPLIES	PAPER DIRECT	AUTUMN MAPLE PAPER	184.73	
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	121.93	
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY - FINAL BILL	4,388.55	
100-100-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	496.00	
100-100-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	684.26	
100-100-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	336.58	
100-100-56250	REFUSE	PAPER TIGER SHREDDING	64 GALLON CONTAINER	30.00	
100-100-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	AUGUST GARBAGE SERVICE	145.00	
100-100-56410	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	BHM WORLD HERALD SUBSCRIPTION	30.99	
100-100-56410	BOOKS AND PUBLICATIONS	WELLNESS PARTNERS LLC	MONTHLY NEWSLETTER	10.00	
100-100-56620	EMERGENCY MANAGEMENT	BLACK HILLS ENERGY	NATURAL GAS	46.17	
100-100-56620	EMERGENCY MANAGEMENT	HEARTLAND NATURAL GAS LLC	NATURAL GAS	4.74	
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	ELECTRICITY	376.13	
100-100-57200-20003	CAPITAL-LAND & BUILDINGS	JEO CONSULTING GROUP INC	COLUMBUS FLOOD MITIGATION & RESILIENCY	13,754.40	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	AOI CORPORATION	STORAGE CABINETS	126,142.40	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION CO	LIBRARY/CULTURAL ARTS FACILITY	556,200.00	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	FIRST NATIONAL BANK OMAHA	ELECTRIC STANDING DESK	648.00	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	MID-STATE ENGINEERING & TESTING	LIBRARY-CULTURAL ARTS CENTER-CITY HALL	160.65	
100-100-57200-23001	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION & DEVELOPMENT	FRANKFORT SQUARE PHASE B	15,120.00	
100-100-57510	CAPITAL-EQUIPMENT	SIRIUS COMPUTER SOLUTIONS	CISCO HYPERFLEX EDGE CLUSTER IMPLEMENTATION	7,755.00	
100-100-57510-19009	CAPITAL-EQUIPMENT	BAUER UNDERGROUND INC.	FIBER FRANKFORT SQUARE	5,956.37	
100-100-57510-19009	CAPITAL-EQUIPMENT	RVW INC	FRANKFORT SQUARE FIBER ASSISTANCE	1,760.00	
100-100-57510-19009	CAPITAL-EQUIPMENT	SIRIUS COMPUTER SOLUTIONS	CISCO-SFP TRANSCEIVER MODULE	6,595.54	
Total For Dept 100 GENERAL ADMINISTRATION				755,385.92	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	SHIRTS	300.00	
100-102-54310	BUILDING & GROUNDS MAINT	OLSON'S PEST TECHNICIANS	PEST CONTROL	50.00	
100-102-55930	REFUNDS	NDOT	REIMBURSE FOR SALE OF VAN TRANSIT ID M7	3,200.00	
100-102-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	40.64	
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1.02	
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	146.77	
100-102-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	96.31	
100-102-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	18.08	
100-102-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	42.76	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 102 COLUMBUS AREA TRANSIT					
Total For Dept 102 COLUMBUS AREA TRANSIT				3,895.58	
Dept 103 COLUMBUS SENIOR CENTER					
100-103-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDER\	CLOTHING	19.00	
100-103-54510-III-B	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE C	MONTHLY LEASE PAYMENT	7,320.89	
100-103-54510-III-C	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE C	MONTHLY LEASE PAYMENT	3,289.10	
100-103-56010	SUPPLIES	MENARDS	FOLDING PLATFORM CART, 18" WALL FAN-ARE	63.69	
100-103-56010-III-B	SUPPLIES	CULLIGAN OF COLUMBUS	REVERSE OSMOSIS 9/01 TO 9/30	32.25	
100-103-56010-III-B	SUPPLIES	SYSCO LINCOLN	GROCERIES, COFFEE, CUPS	57.05	
100-103-56010-III-C	SUPPLIES	CULLIGAN OF COLUMBUS	REVERSE OSMOSIS 9/01 TO 9/30	32.25	
100-103-56010-III-C	SUPPLIES	SYSCO LINCOLN	GROCERIES, FOAM CONTAINER, CUPS, LIDS	505.98	
100-103-56030-III-B	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	13.52	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	13.52	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	HEAD LETTUCE, MILK	18.99	
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	GROCERIES, FOAM CONTAINER, CUPS, LIDS	13,116.82	
100-103-56400-III-B	PROGRAMS	SYSCO LINCOLN	GROCERIES, COFFEE, CUPS	132.22	
100-103-57200-22004	CAPITAL-LAND & BUILDINGS	B-D CONSTRUCTION INC	COLUMBUS FIRE STATION #2	142,526.89	
100-103-57200-22004	CAPITAL-LAND & BUILDINGS	KPE ARCHITECTURE ENGINEER\	626-001 COCOL-DESIGN SERVICES FOR CITY	1,981.70	
Total For Dept 103 COLUMBUS SENIOR CENTER				169,123.87	
Dept 105 FINANCE					
100-105-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA 2	- TONER CARTRIDGES	409.64	
100-105-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	128.28	
Total For Dept 105 FINANCE				537.92	
Dept 106 CITY CLERK					
100-106-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	CAPTUS - INFLUENTIAL LEADERSHIP IN REAI	120.00	
Total For Dept 106 CITY CLERK				120.00	
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	104.83	
Total For Dept 108 HUMAN RESOURCES				104.83	
Dept 110 POLICE					
100-110-43410	STATE GRANTS	ZYWIEC JEREMY D	EAST CENTRAL DISTRICT GRANT	100.00	
100-110-52700	TRAINING AND TUITION	CONSOLIDATED MANAGEMENT C	MEALS	340.50	
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	JOHN E REID & ASSOC-4 DAY THE REID TECH	1,570.46	
100-110-52700	TRAINING AND TUITION	MENARDS	FOLDING SAWHORSE, STAR DRIVE, TENT STAF	356.64	
100-110-52700	TRAINING AND TUITION	PETTY CASH	PETTY CASH	49.17	
100-110-52700	TRAINING AND TUITION	SEILER INSTRUMENT & MFG C	TRAINING-FORENSICS	695.00	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	PAPROCKI ELISA	CLOTHING REIMBURSEMENT	50.00	
100-110-52800	UNIFORMS	FIRST NATIONAL BANK OMAHA	5.11 TACTICAL - STRYKE PANT	1,016.24	
100-110-52800	UNIFORMS	GALLS LLC	TAC LITE PANTS	1,068.01	
100-110-52810	UNIFORMS-QUARTERMASTER	GALLS LLC	S/S TACLITE PDU SHIRT - AUTEN QM	141.98	
100-110-52810	UNIFORMS-QUARTERMASTER	GUNSLINGERS LLC	MAGPUL 21 RND 9MM PMAG-BLUNK QM	401.00	
100-110-52810	UNIFORMS-QUARTERMASTER	VELOCITY SYSTEMS	CUMMERBUND ARMOR INSERT	132.00	
100-110-53200	PROFESSIONAL SERVICES	COLUMBUS COMMUNITY HOSPIT	LABORATORY	205.40	
100-110-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	110.05	
100-110-53200	PROFESSIONAL SERVICES	PLATE COUNTY	COUNTY ATTORNEY SERVICES	3,940.00	
100-110-53200	PROFESSIONAL SERVICES	SEALOCK GREG	POLYGRAPH EXAMS	375.00	
100-110-53200	PROFESSIONAL SERVICES	TWIN RIVERS VETERINARY CL	VETERINARY CARE & RABIES TESTS	780.00	
100-110-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONITORING & SOFTWARE SUPPORT	893.10	
100-110-54310	BUILDING MAINTENANCE	MENARDS	40 PINT E-STAR DEHUMIDIFIER	189.76	
100-110-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	CRAC UNIT THROWING ALARMS	162.50	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	4 TIRES, LUBE, OIL, FILTER, AIR FILTER	3,737.30	
100-110-54380	MAINTENANCE AGREEMENTS	OLSON'S PEST TECHNICIANS	PEST CONTROL	85.00	
100-110-54380	MAINTENANCE AGREEMENTS	TK ELEVATOR CORPORATION	MAINTENANCE CONTRACT	228.75	
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	TOWING	1,350.00	
100-110-54530	VEHICLE TOWING	MIKE'S TOWING	TOWING	900.00	
100-110-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	B&H PHOTO - SUREFIRE BATTERY BOX 12 PAC	119.30	
100-110-56020	OFFICE SUPPLIES	DETECTACHEM INC	MOBILE DETECT POUCH	1,127.64	
100-110-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	OFICE SUPPLY.COM - EPSON RIBBON, RECEI	61.77	
100-110-56020	OFFICE SUPPLIES	PERFORMANCE PRINTING INC	#10 REGULAR ENVELOPES, LETTERHEAD	437.76	
100-110-56040	POSTAGE AND FREIGHT	PETTY CASH	PETTY CASH	25.45	
100-110-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	19,857.66	
100-110-56165	K9 PROGRAM	MENARDS	FOLDING SAWHORSE, STAR DRIVE, TENT STAF	33.99	
100-110-56190-20015	PERSONAL PROTECTIVE SUPP	911 CUSTOM LLC	SURVIVAL ARMOR VEST	819.00	
100-110-56190-20018	PERSONAL PROTECTIVE SUPP	AXON ENTERPRISE INC.	HOOK AND LOOP TRAINING SUIT, TASER 7 HC	4,880.25	
100-110-56190-20018	PERSONAL PROTECTIVE SUPP	GALLS LLC	DUTY HOLSTERS FOR TASERS	2,477.79	
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	93.97	
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	20.77	
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	3,085.27	
100-110-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	136.46	
100-110-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	241.81	
100-110-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE AUG 06 - SEP 05	840.21	
100-110-56250	REFUSE	WASTE CONNECTIONS OF NEBR	AUGUST GARBAGE SERVICE	40.00	
Total For Dept 110 POLICE				53,176.96	
Dept 120 FIRE					
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	28.50	
100-120-52800	UNIFORMS	GALLS LLC	CARHART COAT	89.49	
100-120-53210	EQUIPMENT RECERT PROGRAM	DANKO EMERGENCY EQUIPMENT	PUMP TEST, LADDER TESTS	2,690.48	
100-120-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONITORING & SOFTWARE SUPPORT	336.90	
100-120-54310	BUILDING MAINTENANCE	FIFTH SEASON INC	FALL LAWN APPLICATION	83.59	
100-120-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBR	AUGUST GARBAGE SERVICE	80.62	
100-120-54330	VEHICLE MAINTENANCE	FIRST NATIONAL BANK OMAHA	COUNTRY INN	321.72	
100-120-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	35.00	
100-120-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	ENGINE 1 - THROTTLE PEDAL ASSY, SERVICE	2,143.98	
100-120-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	FOAM HINGED CONTAINERS	231.46	
100-120-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	W/D VACUUM, WINDSHIELD WASH	88.97	
100-120-56010	SUPPLIES	ADVANCE AUTO PARTS	BLACK BUS BAR, HOLDER ATO	32.40	
100-120-56010	SUPPLIES	DANKO EMERGENCY EQUIPMENT	GAS CLIP - 2 YEAR CARBON MONOXIDE DETEC	680.00	
100-120-56010	SUPPLIES	JONES AUTOMOTIVE	CONSOLE & ARMREST	1,192.28	
100-120-56010	SUPPLIES	MENARDS	WASTE CAN, 10GAL 5.0HP VAC, DUSTPAN, BF	1,505.17	
100-120-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	37.10	
100-120-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	15 - CLIP BINDERS	110.59	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	67.04	
100-120-56050	FUEL	FIRST NATIONAL BANK OMAHA	CASEY'S-FUEL	619.49	
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	159.69	
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	190.14	
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,921.60	
100-120-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	364.56	
100-120-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	247.88	
100-120-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	613.40	
100-120-57200-20021	CAPITAL-LAND & BUILDINGS	B-D CONSTRUCTION INC	COLUMBUS FIRE STATION #2	97,432.22	
100-120-57200-20021	CAPITAL-LAND & BUILDINGS	SANDRY FIRE SUPPLY LLC	SCBA COMPRESSOR	74,561.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 120 FIRE					
100-120-57200-20021	CAPITAL-LAND & BUILDINGS	WSKF ARCHITECTS	20023 CHARLIE LOUIS STATION ADDITION/RE	2,668.25	
100-120-57200-23007	CAPITAL-LAND & BUILDINGS	B-D CONSTRUCTION INC	COLUMBUS FIRE STATION #2	25,000.00	
100-120-57510-23011	CAPITAL-EQUIPMENT	DANKO EMERGENCY EQUIPMENT	HOSE	27,125.75	
100-120-57510-23011	CAPITAL-EQUIPMENT	HEIMAN INC.	SEPTUPLE 3.5" COMPLETE SET, 12X12 BASE	3,887.27	
Total For Dept 120 FIRE				244,546.54	
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	BLS PROVIDER COURSE - TROY EGGER, EVAN	138.00	
100-121-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	CREIGHTON UNIVERSITY - BRODERICK	595.90	
100-121-52700	TRAINING AND TUITION	SCHOOL OF EMS	ONLINE MEDIC CLASS - EICKMEIER, HAYS, F	4,961.96	
100-121-52800	UNIFORMS	GALLS LLC	CARHART COAT	89.49	
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR	616.00	
100-121-54310	BUILDING MAINTENANCE	FIFTH SEASON INC	FALL LAWN APPLICATION	83.59	
100-121-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBRASKA	AUGUST GARBAGE SERVICE	80.63	
100-121-55930	REFUNDS	COLUMBUS CREDIT SERVICES	COLLECTIONS	314.48	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	AIRWAY KITS, EXTRICATION COLLAR, PULL T	1,588.99	
100-121-56010	SUPPLIES	MATHESON-LINWELD	MEDICAL OXYGEN	30.06	
100-121-56010	SUPPLIES	TELEFLEX LLC	45MM & 25MM NEEDLES, ROLLED GAUZE	2,089.30	
100-121-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	37.10	
100-121-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	67.39	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	67.04	
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	159.69	
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	190.14	
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,921.59	
100-121-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	364.54	
100-121-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	247.88	
100-121-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	613.40	
Total For Dept 121 RESCUE				14,257.17	
Dept 130 LIBRARY					
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	61.00	
100-130-53400-MOBIL	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - CHARGING CABLE, GAMES	82.98	
100-130-53400-PATRN	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	FAX PLUS	17.99	
100-130-53400-PCLAB	COMPUTER SUPPORT/MAINT	EAKES OFFICE SOLUTIONS	TONER	771.97	
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	CONSTANT CONTACT	76.95	
100-130-55400	ADVERTISING AND PROMOTION	SCOTUS CENTRAL CATHOLIC	2X2 NEWSPAPER AD, YEARBOOK	100.00	
100-130-56010-BUILD	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - WIRELESS KEYBOARD & MOUSE, WAI	35.52	
100-130-56010-MTRLS	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - PLASTIC GLOVES, STORAGE BOX, I	250.34	
100-130-56010-PATRN	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - PLASTIC GLOVES, STORAGE BOX, I	23.64	
100-130-56010-STAFF	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - PLASTIC GLOVES, STORAGE BOX, I	80.87	
100-130-56010-STAFF	SUPPLIES	QUILL CORPORATION	QUILL THERMAL ROLL	33.96	
100-130-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - CURTAINS, PLANNER, DISH TOWELS	317.63	
100-130-56020	OFFICE SUPPLIES	HOBBY LOBBY	PAPER CRAFTS	56.91	
100-130-56020	OFFICE SUPPLIES	QUILL CORPORATION	SELF INKING STAMP	27.19	
100-130-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	EMERGENCY CALL FOR VOMIT CLEANUP ON 2ND	150.00	
100-130-56030	CLEANING SUPPLIES/SERVICE	SHEVLIN SUPPLY	LINERS, TOWELS, WAXED PAPER LINERS	119.72	
100-130-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	39.68	
100-130-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	0.34	
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY - FINAL BILL	9,476.55	
100-130-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	198.54	
100-130-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	42.76	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATIONS	INTERNET 9/01-9/30	135.95	
100-130-56400-ADULT	PROGRAMS	FIRST NATIONAL BANK OMAHA	SWEET HARVEST POPCORN	8.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56400-ADULT	PROGRAMS	HY-VEE INC	CHIPS, COOKIES, POWERADE	78.87	
100-130-56400-CHILD	PROGRAMS	FIRST NATIONAL BANK OMAHA	LAKESHORE- CIRCUIT KIT, ACTIVITY LAB, S	1,270.01	
100-130-56400-CHILD	PROGRAMS	HY-VEE INC	COOKIES, CHIPS, CANDY, POP, WATER	140.69	
100-130-56400-MAKRS	PROGRAMS	FIRST NATIONAL BANK OMAHA	AMAZON - CURTAINS, PLANNER, DISH TOWELS	112.05	
100-130-56400-YASRP	PROGRAMS	FIRST NATIONAL BANK OMAHA	FIRST BOOK MARKETPLACE	852.58	
100-130-56400-YASRP	PROGRAMS	HY-VEE INC	CHIPS, COOKIES, POWERADE	146.83	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	MATERIALS	185.55	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - DVD'S	308.81	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	SCOTUS CENTRAL CATHOLIC	2X2 NEWSPAPER AD, YEARBOOK	49.00	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	1,080.01	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	MANGO LANGUAGES	CONVERSATIONS ENTERPRISE SUSCRIPTION	3,879.58	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	ADVANCE DIGITAL PAYMENT	7,000.00	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - DVD'S	51.94	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	43.10	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	AMERICAN FLOOR MATS	CHAIR MATS, ANTI-FATIGUE MATS	1,101.52	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	AOI CORPORATION	STORAGE CABINETS	270,222.95	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BIBLIOTHECA LLC	2 - WORKSTATION SHIELDS	1,855.70	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION CO	LIBRARY/CULTURAL ARTS FACILITY	1,503,800.00	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BVH ARCHITECTURE	COLUMBUS LIBRARY, CHILDRENS MUSEUM & CI	2,883.40	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	FIRST NATIONAL BANK OMAHA	NEBRASKA FURNITURE MART - STACK LAUNDRY	6,060.43	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	LIBRARY FURNITURE INTERNAT	SHELVING	10,547.00	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	MID-STATE ENGINEERING & TE	LIBRARY-CULTURAL ARTS CENTER-CITY HALL	434.35	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	TOOLEY DRUG	HEAVY DUTY WHEELCHAIR	384.34	
100-130-57650-20037	CAPITAL-LIBRARY MATERIALS	GAYLORD BROTHERS INC	16 - BOX MICROFILM	354.76	
Total For Dept 130 LIBRARY				1,824,951.96	
Dept 140 CEMETERY					
100-140-53520	CONTRACT SERVICES	VAN DYKE CARROLL	OPEN/CLOSE CEMETERY GATES	146.50	
100-140-54310	BUILDING MAINTENANCE	PORT-A-JOHN	RESTROOM RENTAL - QUAIL RUN, VANBURG, C	75.00	
100-140-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	ENGINE OIL FILTER	35.31	
100-140-56010	SUPPLIES	REARDON LAWN & GARDEN INC	TRIMMER	347.99	
100-140-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	IJ CARTRIDGE	47.89	
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	78.21	
100-140-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	27.09	
100-140-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	42.76	
Total For Dept 140 CEMETERY				800.75	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-53200	PROFESSIONAL SERVICES	CENTER FOR MUNICIPAL SOLU	COLUMBUS NE VERIZON - 2990 48TH AVE	2,325.00	
100-145-53200	PROFESSIONAL SERVICES	CUTTING EDGE LAWN CARE SE	LAWN SERVICE 1916 10TH ST	120.00	
100-145-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - AUGUST & SEPTEME	1,115.00	
100-145-55930	REFUNDS	GILLOTTE AUSTIN & BRITTIN	REFUND FENCE PERMIT	27.50	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	EZLOAD, ROLL FILM	358.44	
100-145-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	299.32	
Total For Dept 145 COMMUNITY DEVELOPMENT				4,245.26	
Dept 150 PARKS					
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	FIRST NATIONAL BANK OMAHA	NEBRASKA RECREATION NERPA CONFERENCE	735.00	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	605.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	78.03	
100-150-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - AUGUST & SEPTEME	1,115.00	
100-150-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONITORING & SOFTWARE SUPPORT	54.00	
100-150-54310	BUILDING MAINTENANCE	COLUMBUS PLUMBING COMPANY	KOHLER TOILET	195.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	OIL & FUEL FILTER	191.19	
100-150-54320	EQUIPMENT MAINTENANCE	ERNST AUTO CENTER	N-STEP PKG	423.75	
100-150-54320	EQUIPMENT MAINTENANCE	JOHN DEERE FINANCIAL	PLATE VALLEY EQUIPMENT - ENGINE OIL FI	155.28	
100-150-54320	EQUIPMENT MAINTENANCE	TURFWERKS	MOTOR 18.3	1,009.87	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	EDGER BLADE	143.74	
100-150-56010	SUPPLIES	BIG RED PRINTING	RESERVED SIGNS	228.32	
100-150-56010	SUPPLIES	CULLIGAN OF COLUMBUS	POU COOLER 9/01 TO 9/30	41.00	
100-150-56010	SUPPLIES	MATHESON-LINWELD	CARBON DIOXIDE	117.84	
100-150-56010	SUPPLIES	MENARDS	FOAM EARPLUGS, 6 PC SMALL ENGINE CARB F	74.95	
100-150-56010	SUPPLIES	MID-AMERICAN RESEARCH	BACTERIZER QT	148.00	
100-150-56010	SUPPLIES	SHEVLIN SUPPLY	TOILET TISSUE	468.30	
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	53.84	
100-150-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1.89	
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,226.81	
100-150-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	5,462.57	
100-150-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	205.55	
100-150-56400	PROGRAMS	FIRST NATIONAL BANK OMAHA	FACEBOOK - META ADS	5.66	
100-150-56400	PROGRAMS	RIVERSIDE PORTABLES LLC	PORTABLE RESTROOM - FRANKFORT SQUARE	380.00	
100-150-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - AUGUST 2023 POOLS	6.38	
100-150-57200-21067	CAPITAL-LAND & BUILDINGS	SAND CREEK CONSTRUCTION CC	CENTENNIAL PARK SPLASH PAD	24,900.00	
100-150-57200-23046	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	STORM DRAINAGE & SIDEWALK IMPROVEMENTS	74,171.70	
100-150-57300-23012	CAPITAL-NEW CONSTRUCTION	CONFLUENCE INC	23009 PAWNEE PARK/GERRARD PARK RENOVATI	60,957.00	
100-150-57300-23013	CAPITAL-NEW CONSTRUCTION	SAND CREEK CONSTRUCTION CC	GERRARD PARK TENNIS & PICKLEBALL COURT	760,000.00	
Total For Dept 150 PARKS				936,155.67	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-51100	SALARIES AND WAGES	HEARTLAND NATURAL GAS LLC	NATURAL GAS	888.47	
100-151-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	75.00	
100-151-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONITORING & SOFTWARE SUPPORT	306.00	
100-151-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	SHOP TOWELS, RV/MARINE ANTIFREEZE	316.88	
100-151-54310	BUILDING MAINTENANCE	MENARDS	11" XTREME CABLE TIE	121.11	
100-151-54310	BUILDING MAINTENANCE	REARDON LAWN & GARDEN INC	SPEED FEED 400	29.99	
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	518.75	
100-151-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	782.22	
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	8,485.90	
100-151-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	1,174.20	
100-151-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	96.35	
100-151-56300	FOOD COSTS	SYSCO LINCOLN	CONCESSIONS	2,521.65	
100-151-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - AUGUST 2023 POOLS	4,506.46	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				19,822.98	
Dept 152 AQUATIC CENTER POOL					
100-152-52700	TRAINING AND TUITION	SCANTLING EVE	RED CROSS WATER SAFETY TRAINING, LIFEGU	1,150.00	
100-152-53200	PROFESSIONAL SERVICES	JACKSON SERVICES INC	MATS	43.37	
100-152-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	57.50	
100-152-54320	EQUIPMENT MAINTENANCE	THE LIFEGUARD STORE	LIFT-OPERATOR CONTROLLER BATTERY	338.00	
100-152-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	531.24	
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	5,459.01	
100-152-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	479.97	
100-152-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	97.83	
100-152-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - AUGUST 2023 POOLS	15.28	
Total For Dept 152 AQUATIC CENTER POOL				8,172.20	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 155 VAN BERG GOLF COURSE					
100-155-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES/CART F	2,961.36	
100-155-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS	1,541.02	
100-155-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	2,316.00	
100-155-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES/CART F	2,506.86	
100-155-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	55.14	
100-155-54490	IRRIGATION MAINTENANCE	KELLY SUPPLY COMPANY	MALE ADAPTER, COUP SXS, PVC CEMENT, PUF	167.18	
100-155-54520	EQUIPMENT RENTAL/PURCHASE	PORT-A-JOHNS	RESTROOM RENTAL - QUAIL RUN, VANBURG, C	300.00	
100-155-55920	MISC FEES	STATE OF NEBR DEPT OF REVE	WASTE REDUCTION & RECYCLING FEE JULY 20	25.00	
100-155-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	41.54	
100-155-56010	SUPPLIES	MENARDS	PAINT MKR, LENOX LOCKING TRDSMN KNIFE,	71.13	
100-155-56010	SUPPLIES	PREFERRED PIPELINE LLC	SAND	850.50	
100-155-56050	FUEL	SAPP BROS COLUMBUS INC	SUPPLIES	1,320.66	
100-155-56060	CHEMICALS	ACE HARDWARE & GARDEN CNT	BRUSH KILL	74.97	
100-155-56060	CHEMICALS	ZIMCO SUPPLY CO	ARMOR TECH PAC & PGR, TURFRX FAIRWAY, F	727.50	
100-155-56080	PLANTS SOD SEED FLOWERS	ZIMCO SUPPLY CO	ARMOR TECH PAC & PGR, TURFRX FAIRWAY, F	450.00	
100-155-56110	PRO-SHOP SUPPLIES	HADLEY-BRAITHWAIT COMPANY	CENTER PULL TOWELS	58.95	
100-155-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	45.63	
100-155-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,017.98	
100-155-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	72.75	
100-155-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - AUGUST 2023 GOLF	2,680.96	
Total For Dept 155 VAN BERG GOLF COURSE				17,285.13	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-53400	COMPUTER SUPPORT/MAINT	CLUB PROPHET SYSTEMS	MONTHLY TEE SHEET	500.00	
100-156-53400	COMPUTER SUPPORT/MAINT	GOLFNOW	WEBSITE/EMAIL HOSTING	185.66	
100-156-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES/CART F	4,794.11	
100-156-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS	15,757.64	
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	4,702.00	
100-156-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES/CART F	4,693.49	
100-156-54310	BUILDING MAINTENANCE	ALARM CENTER INC.	SERVICE CALL TO TROUBLE SHOOT ALARM, RE	85.00	
100-156-54310	BUILDING MAINTENANCE	ELLER HEATING AIR CONDITIO	REPLACED THERMOSTAT & CAPACITOR	989.23	
100-156-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	70.00	
100-156-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	WIRE BRAID HOSE	40.42	
100-156-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	BATTERY	167.71	
100-156-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	ROPE, CLIP -COVER AIR CLEANER	880.34	
100-156-54320	EQUIPMENT MAINTENANCE	TRUE AG & TURF LLC	SERVICE ON MOWER CYLINDER	116.75	
100-156-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	BALL BEARING, SEAL, CASE, SLEEVE	839.93	
100-156-54350	GOLF CART/COURSE MAINT	FIRST NATIONAL BANK OMAHA	REPLACEMENT BATTERY	103.96	
100-156-54350	GOLF CART/COURSE MAINT	NEBRASKA GOLF & TURF INC	CHARGER, CANOPY SUPPORT, UPPER CLEVIS	1,751.66	
100-156-54490	IRRIGATION MAINTENANCE	KELLY SUPPLY COMPANY	PLUG TUBE FITTINGS, NUT TUBE FITTINGS	1.38	
100-156-54520	EQUIPMENT RENTAL/PURCHASE	MR GOLF CAR INC	RENTAL/TOURNAMENT CARS 9/2/23	840.00	
100-156-54520	EQUIPMENT RENTAL/PURCHASE	PORT-A-JOHNS	RESTROOM RENTAL - QUAIL RUN, VANBURG, C	75.00	
100-156-55920	MISC FEES	STATE OF NEBR DEPT OF REVE	WASTE REDUCTION & RECYCLING FEE JULY 20	25.00	
100-156-55920	MISC FEES	THE GOLF SHOP	MONTHLY TERMINAL USAGE FEE FOR AUGUST 2	3,597.07	
100-156-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	31.13	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	53.74	
100-156-56010	SUPPLIES	MENARDS	COMFORT MAT, 1/2" PVC PLUG & TEE	22.60	
100-156-56010	SUPPLIES	PREFERRED PIPELINE LLC	SAND	743.70	
100-156-56050	FUEL	SAPP BROS COLUMBUS INC	AMERIGUARD HYDRAULIC	7,283.63	
100-156-56060	CHEMICALS	ZIMCO SUPPLY CO	ARMOR TECH PAC & PGR, TURFRX FAIRWAY, F	3,200.00	
100-156-56080	PLANTS SOD SEED FLOWERS	ZIMCO SUPPLY CO	ARMOR TECH PAC & PGR, TURFRX FAIRWAY, F	450.00	
100-156-56110	PRO-SHOP SUPPLIES	CULLIGAN OF COLUMBUS	SALT PELLET DELIVERED	50.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 156 QUAIL RUN GOLF COURSE					
100-156-56110	PRO-SHOP SUPPLIES	HADLEY-BRAITHWAIT COMPANY	TOILET PAPER	62.95	
100-156-56110	PRO-SHOP SUPPLIES	THE GOLF SHOP	THERMAL PAPER RECEIPT ROLLS	274.95	
100-156-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	38.60	
100-156-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	4.40	
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	6,784.54	
100-156-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	183.52	
100-156-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	97.83	
100-156-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	82.77	
100-156-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - AUGUST 2023 GOLF	7,102.28	
Total For Dept 156 QUAIL RUN GOLF COURSE				66,682.99	
Total For Fund 100 GENERAL FUND				4,119,265.73	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52800	UNIFORMS	JACKSON SERVICES INC	MATS, SHOP TOWELS, UNIFORMS	465.08	
200-200-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - AUGUST & SEPTEME	2,787.50	
200-200-54310	BUILDING MAINTENANCE	MIDWEST PETROLEUM EQUIPMEN	PUMPS #5 & #6 NOT WORKING	518.50	
200-200-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	18.33	
200-200-54310	BUILDING MAINTENANCE	SAPP BROS COLUMBUS INC	SWIVEL, FARM TANK HOSE	451.00	
200-200-54320	EQUIPMENT MAINTENANCE	CSH LLC	SHORT PAID INVOICE	7.50	
200-200-54320	EQUIPMENT MAINTENANCE	POWERPLAN	MURPHY TRACTOR - SERVICE HYDRAULIC PUMF	5,272.23	
200-200-54320	EQUIPMENT MAINTENANCE	RIVER VALLEY TIRE SERVICE	O RINGS, CORE HOUSINGS, TIRE REPAIRS	140.00	
200-200-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	REPAIR	85.00	
200-200-54320	EQUIPMENT MAINTENANCE	TY'S OUTDOOR POWER & SERV	BELT	103.64	
200-200-54330	VEHICLE MAINTENANCE	COLUMBUS STEEL SUPPLY	SHEET HR 16 GA 4' X 10'	74.25	
200-200-54330	VEHICLE MAINTENANCE	MOTION INDUSTRIES INC	4 - 15 INCH OCTAGONAL LED MINI LIGHTS	724.89	
200-200-54450	STREET MAINTENANCE	GEHRING CONSTRUCTION &	2713 31ST STRET	1,643.75	
200-200-54450	STREET MAINTENANCE	GERHOLD CONCRETE COMPANY	28TH AVE AND MAPLE ST	133.18	
200-200-54450	STREET MAINTENANCE	PRECISION TREE SERVICE	CRANE WORK DEER RIVER RD - DROPPING 3 C	1,200.00	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	DRILL BITS	253.09	
200-200-56010	SUPPLIES	BLACKSTRAP INC	ROAD SALT	7,008.54	
200-200-56010	SUPPLIES	DALE JOHNSON TRUCKING	GRAVEL	4,494.45	
200-200-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	CENTERPULL TOWELS	42.17	
200-200-56010	SUPPLIES	GEHRING CONSTRUCTION &	TWO PALLETS OF TAR	3,762.00	
200-200-56010	SUPPLIES	MENARDS	2" PVC CONDUIT END BELL, 2" 90 DGR BELI	207.82	
200-200-56010	SUPPLIES	MOTION INDUSTRIES INC	LINE MARKING SPRAY	362.73	
200-200-56010	SUPPLIES	SHERWIN-WILLIAMS CO	GLASS BEADS	2,612.00	
200-200-56010	SUPPLIES	TOO FAST SUPPLY	SDS- MAX 4CT 3/4"X8"X13"	38.99	
200-200-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	12,915.00	
200-200-56050	FUEL	T-BONE FUEL DELIVERY	FUEL	12,600.00	
200-200-56120	TRAFFIC SIGNS	MIDWEST SERVICE & SALES CO	14GA SQUARE TUBE UNISTRUT POSTS, 12GA S	4,655.00	
200-200-56190	PERSONAL PROTECTIVE SUPP	NOVICKI FIRE PREVENTION SE	YEARLY INSPECTION	482.50	
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	34.59	
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	4.74	
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	594.30	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY - FINAL	30,215.27	
200-200-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	135.05	
200-200-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	168.29	
200-200-56250	REFUSE	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	3,472.82	
200-200-56250	REFUSE	OBRIST & CO INC	HAUL SHAVING TO LANDFILL IN STANTON	5,100.00	
200-200-56250	REFUSE	WASTE CONNECTIONS OF NEBR	AUGUST GARBAGE SERVICE	47.75	
200-200-57200-21077	CAPITAL-LAND & BUILDINGS	GENERAL TRAFFIC CONTROLS	114 - PEDESTRIAN CROSSING EQUIPMENT	122,300.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-57200-22022	CAPITAL-LAND & BUILDINGS	WILSON & COMPANY, INC	COLUMBUS DOWNTOWN VIADUCT STUDY - PH II	69,549.95	
200-200-57200-23021	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	STORM DRAINAGE & SIDEWALK IMPROVEMENTS	49,902.00	
200-200-57200-23025	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	SID #189 48TH AVE FROM 23RD ST TO S OF	162,695.89	
200-200-57300-20070	CAPITAL-NEW CONSTRUCTION	SERC LLC	REIMBURSEMENT FOR COSTS INCURRED CONSTF	79,500.00	
200-200-57300-20071	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION &	SIDEWALK	217,942.12	
200-200-57300-20071	CAPITAL-NEW CONSTRUCTION	SCHEMMER ASSOCIATES INC.	23RD STREET WATER & SEWER CONSTRUCTION	28,580.07	
200-200-57300-20071	CAPITAL-NEW CONSTRUCTION	WACHA CONSTRUCTION LLC	HANDICAP RAMP - 6TH ST, 7TH AVE	480.00	
200-200-57300-20075	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION &	REMOVE & REPLACE PAVEMENT 26TH AVE BETW	27,222.50	
Total For Dept 200 STREETS				861,004.48	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	MATS, SHOP TOWELS, UNIFORMS	63.88	
200-202-56090	SMALL TOOLS	BGNE INC	UNIVERSAL SPRAY APPLICATOR	550.00	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	THROTTLE BODY	572.91	
200-202-56130	SUPPLIES FOR RESALE	AKRS EQUIPMENT	FREIGHT FOR TURBO	17.62	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	WIRE BRAID HOSE	140.25	
200-202-56130	SUPPLIES FOR RESALE	BRUNKHORST ENGINE MACHINE	PRESSURE TEST & RESURFACE YANMAR HEAD	100.00	
200-202-56130	SUPPLIES FOR RESALE	CHROME N' STEEL TRUCK & TR	FREIGHTLINER AIR SPRING	917.06	
200-202-56130	SUPPLIES FOR RESALE	LAWSON PRODUCTS	CAP/PLUGS, SPRING PINS	315.24	
200-202-56130	SUPPLIES FOR RESALE	NEBRASKA HARVESTORE SYSTEM	COUPLERS - FEMALE & MALE	100.63	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	17 OZ FOAM CLEANER	14.98	
200-202-56130	SUPPLIES FOR RESALE	ROAD BUILDERS MACHINERY AN	COIL, DIRECTIONAL CON	944.52	
200-202-56130	SUPPLIES FOR RESALE	SPEEDWAY TRUCK & AUTO SALV	TAIL LAMP	280.00	
200-202-56130	SUPPLIES FOR RESALE	TY'S OUTDOOR POWER & SERV	BEARING, 3/4" ROLLER	55.96	
Total For Dept 202 MECHANICS SHOP				4,073.05	
Total For Fund 200 STREETS/ENGINEERING				865,077.53	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	MARRIOTT KANSAS CITY	487.28	
205-205-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	O RING, QUAD RING	71.85	
205-205-54320	EQUIPMENT MAINTENANCE	MIDWEST PETROLEUM EQUIPME	REPLACED 2" FLEX HOSE, REPACKED 2" SWIV	2,531.50	
205-205-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	WAX RING	16.99	
205-205-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	TRACTOR SUPPLY - WHEEL PNEUMATIC	44.09	
205-205-56010	SUPPLIES	HUFFY'S AIRPORT WINDSOCK	4 - ORANGE NYLON WINDSOCKS	552.80	
205-205-56010	SUPPLIES	LAKEVIEW SMALL ENGINE INC	TORO BLADE, ROTARY BLADE, ATOMIC BLADE	358.24	
205-205-56010	SUPPLIES	MENARDS	WAX BOWL RING	46.79	
205-205-56010	SUPPLIES	TIRE OUTLET INC	REPAIR	10.00	
205-205-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	SEPTEMBER CLEANING	250.00	
205-205-56040	POSTAGE AND FREIGHT	FIRST NATIONAL BANK OMAHA	THE UPS STORE	14.88	
205-205-56090	SMALL TOOLS	MENARDS	FLAP DISC, BLUE TOWELS, TC PELLETS, PAF	191.41	
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,133.51	
205-205-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	25.19	
205-205-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	85.52	
205-205-56260	UTILITIES - FSS BUILDING	CITY OF COLUMBUS	WATER & SEWER	55.80	
205-205-56260	UTILITIES - FSS BUILDING	WASTE CONNECTIONS OF NEBR	AUGUST GARBAGE SERVICE	40.00	
205-205-57200-23030	CAPITAL-LAND & BUILDINGS	KIRKHAM MICHAEL & ASSOCIA	CONSTRUCT 8-PLACE T-HANGER	20,200.01	
Total For Dept 205 AIRPORT				26,115.86	
Total For Fund 205 AIRPORT				26,115.86	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	HEARTSAVER CPR TRAINING	225.00	
220-220-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	APCO INTERNATIONAL - RECERTIFICATION CC	60.00	
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	34.00	
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EVALUATION - JADE HIGGINS	150.00	
220-220-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	115.36	
220-220-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONITORING & SOFTWARE SUPPORT	945.90	
220-220-56010	SUPPLIES	CULLIGAN OF COLUMBUS	RVERSE OSMOSIS 9/01 TO 9/30	32.00	
220-220-56010	SUPPLIES	FIRST IMPRESSIONS	TABLE COVER	195.00	
220-220-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PANEL WALL CLIP, PACKING TAPE	20.71	
220-220-56030	CLEANING SUPPLIES/SERVICE	FIRST NATIONAL BANK OMAHA	ZEP ACIDIC TOILET BOWL CLEANER	89.07	
220-220-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	SEPTEMBER CLEANING	250.00	
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	580.32	
220-220-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	55.80	
220-220-56240	TELEPHONE	AT&T MOBILITY	WIRELESS JUL 22 - AUG 21	80.08	
220-220-56240	TELEPHONE	CENTURY LINK	E911 PHONE CHARGES	930.00	
220-220-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	946.93	
220-220-56240	TELEPHONE	LINGO	E911 PHONE SERVICE 8/01/2023 - 8/31/202	51.70	
220-220-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	42.76	
220-220-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	AUGUST GARBAGE SERVICE	40.00	
220-220-57510-23032	CAPITAL-EQUIPMENT	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR-JCC	616.00	
Total For Dept 220 E911				5,460.63	
Total For Fund 220 COMMUNICATIONS - E911				5,460.63	
Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING					
Dept 225 EC-911 EQUIPMENT SHARING					
225-225-54380	MAINTENANCE AGREEMENTS	TELECOMMUNICATION SYSTEMS	MONTHLY CIRCUIT FEES	416.67	
225-225-56240	TELEPHONE	TELECOMMUNICATION SYSTEMS	MONTHLY CIRCUIT FEES	1,554.00	
Total For Dept 225 EC-911 EQUIPMENT SHARING				1,970.67	
Total For Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHAF				1,970.67	
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	SAM-41	HELLBUSCH GORDON	UB refund for account: 300-45390-00	103.82	
Total For Dept 000				103.82	
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	NDEE	WWTF CERTIFICATE RENEWAL - CHUCK SLIVA	150.00	
500-500-52700	TRAINING AND TUITION	STOCKWELL TUCKER	CDL RENEWAL	31.00	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	270.64	
500-500-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	EPSON MPOS PRINTER	407.47	
500-500-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - AUGUST & SEPTEME	1,672.50	
500-500-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	18.34	
500-500-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS, TEE INSERT	11.79	
500-500-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	EPSON THERMAL POS PRINTER	529.24	
500-500-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	SPRAYPAINT, SHOVEL, SPADE	231.24	
500-500-54390	SYSTEM MAINTENANCE	BARCO MUNICIPAL PRODUCTS	TRAFFIC CONES, 36" SUPERBRITE REFLECTIV	710.26	
500-500-54390	SYSTEM MAINTENANCE	CONTINENTAL RESEARCH CORP	55 GAL SOY FLOAT	3,837.04	
500-500-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	1155 RING & COVER	2,904.40	
500-500-54390	SYSTEM MAINTENANCE	MACQUEEN EQUIPMENT	VAPOROOTER	4,795.89	
500-500-54390	SYSTEM MAINTENANCE	MENARDS	WHITE CABLE TIES	15.15	
500-500-54390	SYSTEM MAINTENANCE	MID-AMERICAN RESEARCH	NUKE LIFT STATION DEGREASER	4,988.50	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-54390	SYSTEM MAINTENANCE	MID-IOWA SOLID WASTE	ENZ NOZZLE PARTS 8" ROLLER CHAIN W/PLAI	225.77	
500-500-54390	SYSTEM MAINTENANCE	MUNICIPAL PIPE TOOL CO LLC	HYDRO X NOZZLE	344.13	
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	249.37	
500-500-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	CENTERPULL TOWELS	42.17	
500-500-56030	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	DISINFECTANT WIPES	248.00	
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	2,282.42	
500-500-56040	POSTAGE AND FREIGHT	LINDSLEY HEATHER N	POSTAGE TO MAIL SUBPOENA	11.45	
500-500-56190	PERSONAL PROTECTIVE SUPP	SUMMIT SAFETY LLC	BLACK BOTTOM VEST, SURVEYORS VEST	67.52	
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	147.03	
500-500-56220	ELECTRICITY	OBRIST & CO INC	REIMBURSE FOR LOUP BILLS NOV, DEC, JAN,	3,567.98	
500-500-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	22.51	
500-500-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	304.20	
500-500-56250	REFUSE	WASTE CONNECTIONS OF NEBR	AUGUST GARBAGE SERVICE	20.00	
500-500-56650	MEMBERSHIP DUES	WATER ENVIRONMENT FEDERATI	MEMBERSHIP DUES 01836170 CHUCK SLIVA	150.00	
500-500-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - AUGUST 2023 UTILITY	39,656.42	
500-500-57300-20091	CAPITAL-NEW CONSTRUCTION	RUTJENS CONSTRUCTION	LOST CREEK PARKWAY SEWER	498,889.08	
500-500-57300-20093	CAPITAL-NEW CONSTRUCTION	HDR ENGINEERING INC	WASTEWATER USER RATE STUDY	60,000.00	
500-500-57510-23038	CAPITAL-EQUIPMENT	HDR ENGINEERING INC	WASTEWATER USER RATE STUDY	22,782.71	
Total For Dept 500 WASTEWATER COLLECTION				649,584.22	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	197.84	
500-501-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONITORING & SOFTWARE SUPPORT	264.00	
500-501-54320	EQUIPMENT MAINTENANCE	IOWA PUMP WORKS, INC.	REPAIR OF PUMP	11,456.64	
500-501-54320	EQUIPMENT MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	EXTREME DUTY GREASE	119.80	
500-501-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	SFX MUFFLER, ADAPTER	131.21	
500-501-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	2 - TIRES	832.56	
500-501-55640	COMPLIANCE TESTING	MIDWEST LABORATORIES INC	WATER TESTING & SUPPLIES	634.67	
500-501-56010	SUPPLIES	MENARDS	WATER	7.38	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, BAR TOWELS, SHOP TOWELS	36.39	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	6,849.47	
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	150.68	
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	13.19	
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	16,835.98	
500-501-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	1,743.99	
500-501-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	104.83	
500-501-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	85.52	
500-501-56250	REFUSE	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	76.80	
500-501-57510-23041	CAPITAL-EQUIPMENT	COLUMBUS STEEL SUPPLY	CHANNEL, SQ TUBING, ANGLE	457.94	
500-501-57510-23041	CAPITAL-EQUIPMENT	ELECTRIC PUMP INC	ALL PRIME PUMP	12,691.80	
Total For Dept 501 WASTEWATER TREATMENT FAC				52,690.69	
Total For Fund 500 UTILITY SERVICE				702,378.73	
Fund 520 WATER					
Dept 000					
520-000-20100	SWX-1	HELLBUSCH GORDON	UB refund for account: 300-45390-00	121.91	
Total For Dept 000				121.91	
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	BOARDERS INN & SUITES	ROBERT ABSALON	492.84	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	221.71	
520-520-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	EPSON MPOS PRINTER	407.47	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 520 WATER					
520-520-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	EPSON THERMAL POS PRINTER	375.00	
520-520-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - AUGUST & SEPTEME	1,672.50	
520-520-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONITORING & SOFTWARE SUPPORT	933.36	
520-520-54310	BUILDING MAINTENANCE	ELLER HEATING AIR CONDITIO	PARTS WATER TOWER AC UNIT	311.91	
520-520-54310	BUILDING MAINTENANCE	M & O DOOR PRODUCTS	ANTENNA RSX	104.63	
520-520-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	18.33	
520-520-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	CARBURETOR, SPARK PLUG	43.98	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	VALVE BOX	80.60	
520-520-54390	SYSTEM MAINTENANCE	BARCO MUNICIPAL PRODUCTS	TRAFFIC CONES, 36" SUPERBRITE REFLECTIV	710.26	
520-520-54390	SYSTEM MAINTENANCE	CORE & MAIN LP	STEM O-RING, STUFFING BOX O-RING	56.98	
520-520-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	1674 45TH AVE	181.50	
520-520-54390	SYSTEM MAINTENANCE	KELLY SUPPLY COMPANY	6 - 3/4 X 12 SS NIPPLE, 6 - 3/4 CAST SI	116.37	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	WATTS REAIR KITS	4,920.08	
520-520-54390	SYSTEM MAINTENANCE	MENARDS	WHITE CABLE TIES	15.45	
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	249.37	
520-520-54390	SYSTEM MAINTENANCE	USA BLUE BOOK	Y-STRAINER SOCKET 1/2 IN CLEAR PVC	1,069.68	
520-520-54420	WELL MAINTENANCE	MENARDS	WL SIDING PRO WHITE, DRIPCAP, FURRING S	3,508.26	
520-520-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	CENTERPULL TOWELS	42.17	
520-520-56030	CLEANING SUPPLIES/SERVICE	MENARDS	ZEP SPRAY BOTTLE, DAMPRID, BRISTLE BRUS	40.44	
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	2,282.42	
520-520-56040	POSTAGE AND FREIGHT	MAILBOX	NEBRASKA PUBLIC HEALTH	99.85	
520-520-56060	CHEMICALS	AQUA-PURE INC	MONTHLY SERVICE CONTRACT - NORTH & SOUT	14,917.37	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	10,273.97	
520-520-56190	PERSONAL PROTECTIVE SUPP	SUMMIT SAFETY LLC	BLACK BOTTOM VEST, SURVEYORS VEST	67.52	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	14.82	
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2.03	
520-520-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	338.69	
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	25,312.34	
520-520-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	218.39	
520-520-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	125.00	
520-520-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	269.05	
520-520-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	509.75	
520-520-56250	REFUSE	WASTE CONNECTIONS OF NEBR	AUGUST GARBAGE SERVICE	20.00	
520-520-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - AUGUST 2023 UTILITY	6,338.92	
520-520-57200-22031	CAPITAL-LAND & BUILDINGS	RUTJENS CONSTRUCTION	LOST CREEK PARKWAY WATER MAIN EXTENSION	1,492,101.52	
520-520-57510-23042	CAPITAL-EQUIPMENT	HDR ENGINEERING INC	WATER SYSTEM HYDRAULIC MODEL & MASTER E	82,500.00	
		Total For Dept 520 WATER		1,650,964.53	
		Total For Fund 520 WATER		1,651,086.44	
Fund 560 STORMWATER UTILITY					
Dept 000					
560-000-20100	SUF-5	HELLBUSCH GORDON	UB refund for account: 300-45390-00	9.34	
		Total For Dept 000		9.34	
Dept 560 STORMWATER UTILITY					
560-560-52710	EMPLOYEE RECRUITMENT/RETENTION	FIRST NATIONAL BANK OMAHA	DAYLIGHT DONUTS	130.40	
560-560-53200	PROFESSIONAL SERVICES	JEO CONSULTING GROUP INC	COLUMBUS FLOODPLAIN ADMINISTRATION SUPE	1,032.50	
560-560-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - AUGUST & SEPTEME	1,115.00	
560-560-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	42.92	
560-560-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - AUGUST 2023 UTILITY	2,083.59	
560-560-57300-20107	CAPITAL-NEW CONSTRUCTION	JEO CONSULTING GROUP INC	STORM WATER TREATMENT FACILITY BANK STU	9,952.50	
560-560-57300-23043	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION &	STORM DRAINAGE & SIDEWALK IMPROVEMENTS	48,699.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-57510-21096	CAPITAL-EQUIPMENT	OBRIST & CO INC	STORM SEWER CLEANING	39,955.00	
Total For Dept 560 STORMWATER UTILITY				103,010.91	
Total For Fund 560 STORMWATER UTILITY				103,020.25	
Fund 570 SOLID WASTE DIVISION					
Dept 000					
570-000-20100	SWD-1	HELLBUSCH GORDON	UB refund for account: 300-45390-00	7.13	
Total For Dept 000				7.13	
Dept 570 TRANSFER STATION					
570-570-52800	UNIFORMS	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	274.30	
570-570-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	50.00	
570-570-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONITORING & SOFTWARE SUPPORT	336.00	
570-570-54310	BUILDING MAINTENANCE	BEATRICE SCALE COMPANY INC	REPAIR TRUCK SCALE	3,478.50	
570-570-54310	BUILDING MAINTENANCE	MENARDS	ADHESIVE, LOCTIRE, WEDGE ANCHOR	46.86	
570-570-54310	BUILDING MAINTENANCE	NEBRASKA DEPT OF ENVIRONME	ANNUAL OPERATING FEE IIS 1191	500.00	
570-570-54310	BUILDING MAINTENANCE	WARREN GARAGE DOOR INC.	REPLACE 16'X28' DURA COIL DOOR	25,212.50	
570-570-54320	EQUIPMENT MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	G8 BULK SELLING SKU	44.31	
570-570-54330	VEHICLE MAINTENANCE	MENARDS	HEX WASHER, TEKS 14X1-1/2" HWH/DRILL	14.17	
570-570-54330	VEHICLE MAINTENANCE	POMP'S TIRE SERVICE INC.	REPAIR	236.00	
570-570-54330	VEHICLE MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	4" ROUND LIGHTS	38.97	
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	72,231.84	
570-570-54580	COMPOSTING	M & L INC	YARD WASTE REMOVAL 8/01/2023 - 8/31/202	7,888.95	
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	34.16	
570-570-56050	FUEL	FIRST NATIONAL BANK OMAHA	NE MOTOR FUEL TAX	51.36	
570-570-56050	FUEL	SAPP BROS COLUMBUS INC	DIESEL EXHAUST FLUID	19,356.24	
570-570-56090	SMALL TOOLS	NAPA AUTO PARTS OF COLUMBU	AIR IMPACT WRENCH	1,189.00	
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	468.00	
570-570-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	319.75	
570-570-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUL 27 - AUG 26	42.76	
Total For Dept 570 TRANSFER STATION				131,813.67	
Total For Fund 570 SOLID WASTE DIVISION				131,820.80	
Fund 600 HEALTH INSURANCE					
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-PACE PROGRAM	1,180.00	
Total For Dept 000				1,180.00	
Total For Fund 600 HEALTH INSURANCE				1,180.00	

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

Fund 100 GENERAL FUND	4,119,265.73
Fund 200 STREETS/ENGINEE	865,077.53
Fund 205 AIRPORT	26,115.86
Fund 220 COMMUNICATIONS	5,460.63
Fund 225 COMMUNICATIONS-	1,970.67
Fund 500 UTILITY SERVICE	702,378.73
Fund 520 WATER	1,651,086.44
Fund 560 STORMWATER UTII	103,020.25
Fund 570 SOLID WASTE DIV	131,820.80
Fund 600 HEALTH INSURANC	1,180.00
Total For All Funds:	<u>7,607,376.64</u>

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS - None

7. PUBLIC HEARINGS

7.A. Public hearing - Application of Werner Construction, LLC for special use permit to allow for resource extraction in an "RR" (Rural Residential District) zone located at 7014 8th Street. (Planning Commission recommends approval contingent on conditions being met.)

*This item must be removed from the agenda due to incorrect legal description.

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, September 18, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application for a Special Use Permit to allow for resource extraction on the following described real estate in an "AG" (Agricultural District) zone: a tract of land located in the Southeast Quarter (SE 1/4) of Section Twenty-two (22), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, and Lots Three (3) and Six (6) of Section Twenty-three (23), Township Seventeen (17) North, Range One (1) West, excepting therefrom the right of way of U.P.R.R. Co., excepting that part of Lot Six (6) lying South of said right of way, also excepting therefrom a tract described as follows: Beginning at a point 100' North of and at right angles to the center line of the main track of the U.P.R.R. Co., at a point 1521' East of the West line of said Section Twenty-three (23), when measured along the center line of said main track, thence North parallel with the West line of said Section 2000' more or less to the West bank of the Loup River, thence southerly along said West bank of the Loup River to the North line of the right of way of the U.P.R.R. Co., said point being 100' North of and at right angles to the center line of said main track, thence Westerly along the North line of said right of way 780' more or less to the place of beginning, plus all accretions thereto, and less erosions therefrom; and that portion of the East Half of the Northwest Quarter (E1/2 NW1/4) of Section Twenty-seven (27) lying North and West of the Union Pacific Railroad right-of-way, and the East Half of the Southwest Quarter (E1/2 SW1/4) of Section Twenty-two (22), and the East Half (E1/2) of Lot Three (3) in the Northwest Quarter (NW1/4) of Section Twenty-two (22), all in Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, including all accretions thereto, more or less (7014 8 St) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NE
Janelle Kline, City Clerk

Publish: 09:07:23
Two Affidavits of Publication

7.B. Public hearing - Application of Aramis Curbelo Sangil, on behalf of Randy A. Lott, for special use permit to allow automotive rental/sales in an "ML/C-1" (Light Industrial District) zone located at 2254 E 32nd Avenue. (Planning Commission recommends approval contingent on conditions being met.)

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, September 18, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application for a Special Use Permit to allow for automotive rental/sales on the following described real estate in an "ML/C-1" (Light Industrial District) zone: A tract of land in part of Block 3, Canal Industrial Park, located in the NW¼ of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska described as follows: The north half of the east half of the north 818.7 feet of Block 3, Canal Industrial Park, located in the NW¼ of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, and the north 11.5 feet of the south half of the east half of the north 818.7 feet of sold Block 3; EXCEPT the north 247.0 feet of the north half of the east half of the north 818.7 feet of said Block 3; AND EXCEPT a track of land located in the north 11.5 feet of the south half of the north 818.7 feet of Block 3, Canal Industrial Park, located in the NW¼ of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, described as follows: Beginning at the SW Corner of the north 11.5 feet of said south half; thence E'ly on the south line of the north 11.5 feet of said south half, 336.1 feet, said point being 175.0 feet west of the east line of said Block 3; thence N'ly, and parallel with the east line of said Block 3, 0.5 feet; thence W'ly to a point on the west line of the north 11.5 feet of said south half and 2.3 feet north of the SW Corner of the north 11.5 feet of said south half; thence S'ly, 2.3 feet on the west line of the north 11.5 feet of said south half, to the point of the beginning; and the south 0.3 feet of the west 41.6 feet of the east 175.0 feet of the north 11.5 feet of the south half of the east half of the north 818.7 feet of said Block 3. DESCRIPTION OF SAID BLOCK 3 IS AS FOLLOWS: Commencing at the NW Corner of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, thence S'ly on the west line of said Section 23 for a distance of 60 feet to a point, thence E'ly at a deflection angle of 90°37' Left for a distance of 33 feet to the point of beginning; thence continuing E'ly on a straight line, 60 feet south of, and parallel to the north line of said Section 23, for a distance of 1,021.4 feet to a point, thence S'ly at a deflection angle of 90°30' Right on a straight line for a distance of 1,918.7 feet to a point; on the north line of the Union Pacific Rail Road, Right of Way, thence SW'ly on a deflection angle of 84°22' Right, along the North R.O.W. line of the Union Pacific Rail Road for a distance of 1,030.4 feet to a point 33 feet east of the west line of said Section 23, thence N'ly at a deflection angle of 94°45' Right on a straight line that is 33 feet east of, and parallel to the west line of said Section 23, for a distance of 2,010.8 feet to the point of beginning. The above described tract is also described as Block 3, Canal Industrial Park, and is shown on Survey in Plat Book 11, Page 2, Office of Platte County Register of Deeds (2254 E 32 Ave) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NE
Janelle Kline, City Clerk

Publish: 09:07:23
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: August 25, 2023
FROM: Andy Woehrer, Chief Building & Code Official
TO: Tara Vasicek, City Administrator
RE: Special Use Permit to allow Automotive Rental/Sales in a ML/C1 zoning district at 2254 E 32nd Ave.

RECOMMENDATION:

I recommend the Special Use Permit be approved along with the following notations.

1. Complete all corrections as required by the State Fire Marshal
2. Follow screening requirements for the Vehicle Storage Use

DISCUSSION:

We have received an application for a Special Use Permit to allow Automotive Rental/Sales in an ML/C1 zone. The applicant intends to use this property for Auto Services, Vehicle Storage and if approved of Automotive Rental/Sales.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Special Use Permit

SIGNATURE:

By: Andy J. Woehrer

Approved By: 

SPECIAL USE PERMIT APPLICATION

An application for a Special Use Permit may be filed with the Community Development Office. Any such application will not be deemed submitted until all of the stated information is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications WILL NOT be placed on the Planning Commission Agenda until all such missing information is provided. Such completed application shall be submitted to the Community Development Office at least 21 calendar days (including holidays) before the Planning Commission meeting at which time the public hearing on the application will be held.

APPLICANT/PROPERTY OWNER NAME: Aramis Curbelo Sangil; Jeffrey A. Johnson; Randy A. Lott; Fran A. Lott

APPLICANT MAILING ADDRESS: 1550 45th Avenue, Columbus, NE 68601

APPLICANT PHONE NUMBER: 402-276-6600

APPLICANT EMAIL ADDRESS: perezmaidelys0@gmail.com

LEGAL REPRESENTATION FIRM/ATTORNEY: Josiah Nelson, Dvorak Law Group, LLC

ATTORNEY PHONE NUMBER: 402-933-2472

ATTORNEY E-MAIL ADDRESS: jnelson@ddlawgroup.com

ADDRESS OF PROPERTY: 2254 East 32nd Avenue, Columbus, NE 68601

LEGAL DESCRIPTION OF PROPERTY:

See attached Exhibit A.

PRESENT ZONING CLASSIFICATION: ML/C-1

DESCRIPTION OF THE REASON FOR THE SPECIAL USE PERMIT APPLICATION:

To operate a used automotive sales business on the property.

NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: (Include aerial image of proposed development on property and existing surrounding zoning classifications, any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use)

See drawings attached as Exhibits B and C.

I hereby apply for a Special Use Permit and have paid the \$500 application fee.

DATED THIS 2nd DAY OF August, 2023



Owner or Owner's Representative

AUTHORIZATION FOR FILING
SPECIAL USE PERMIT APPLICATION

Comes now the undersigned owners of the real estate described on the attached Exhibit A, more generally referred to as 2254 East 32nd Avenue, Columbus, Nebraska, 68601, and hereby appoint and authorize Aramis Curbelo Sangil to serve as the undersigned's Agent for the purpose of seeking and making application for a special use permit for the property legally described on the attached Exhibit A.

DATED this 3 day of August, 2023.



Jeffrey A. Johnson



Randy R. Lott



Fran A. Lott

"EXHIBIT A"

Legal Description

A tract of land in part of Block 3, Canal Industrial Park, located in the NW¼ of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska described as follows:

The north half of the east half of the north 818.7 feet of Block 3, Canal Industrial Park, located in the NW¼ of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, and the north 11.5 feet of the south half of the east half of the north 818.7 feet of sold Block 3;

EXCEPT the north 247.0 feet of the north half of the east half of the north 818.7 feet of said Block 3:

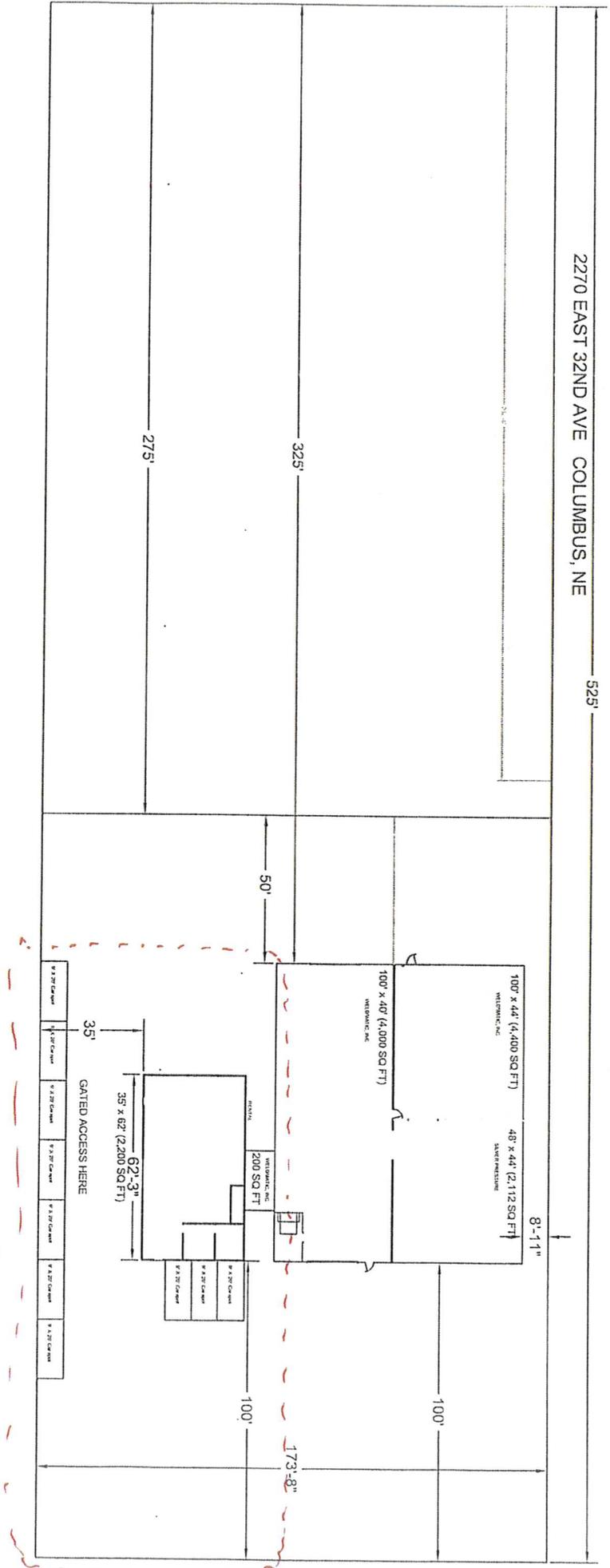
AND EXCEPT a track of land located in the north 11.5 feet of the south half of the north 818.7 feet of Block 3, Canal Industrial Park, located in the NW¼ of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, described as follows: Beginning at the SW Corner of the north 11.5 feet of said south half; thence E'ly on the south line of the north 11.5 feet of said south half, 336.1 feet, said point being 175.0 feet west of the east line of said Block 3; thence N'ly, and parallel with the east line of said Block 3, 0.5 feet; thence W'ly to a point on the west line of the north 11.5 feet of said south half and 2.3 feet north of the SW Corner of the north 11.5 feet of said south half; thence S'ly, 2.3 feet on the west line of the north 11.5 feet of said south half, to the point of the beginning; and

The south 0.3 feet of the west 41.6 feet of the east 175.0 feet of the north 11.5 feet of the south half of the east half of the north 818.7 feet of said Block 3.

DESCRIPTION OF SAID BLOCK 3 IS AS FOLLOWS:

Commencing at the NW Corner of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, thence S'ly on the west line of said Section 23 for a distance of 60 feet to a point, thence E'ly at a deflection angle of 90°37' Left for a distance of 33 feet to the point of beginning; thence continuing E'ly on a straight line, 60 feet south of, and parallel to the north line of said Section 23, for a distance of 1,021.4 feet to a point, thence S'ly at a deflection angle of 90°30' Right on a straight line for a distance of 1,918.7 feet to a point; on the north line of the Union Pacific Rail Road, Right of Way, thence SW'ly on a deflection angle of 84°22' Right, along the North R.O.W. line of the Union Pacific Rail Road for a distance of 1,030.4 feet to a point 33 feet east of the west line of said Section 23, thence N'ly at a deflection angle of 94°45' Right on a straight line that is 33 feet east of, and parallel to the west line of said Section 23, for a distance of 2,010.8 feet to the point of beginning. The above described tract is also described as Block 3, Canal Industrial Park, and is shown on Survey in Plat Book 11, Page 2, Office of Platte County Register of Deeds.

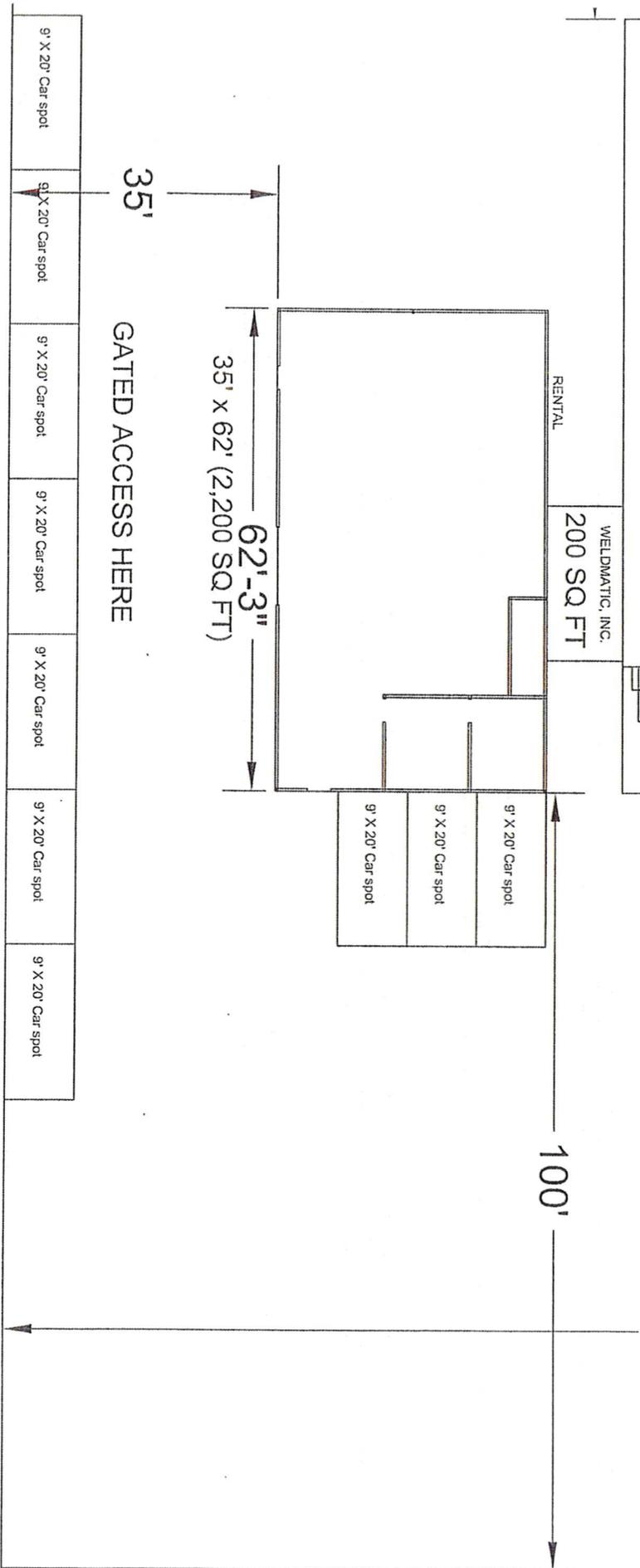
Exhibit B



View A A

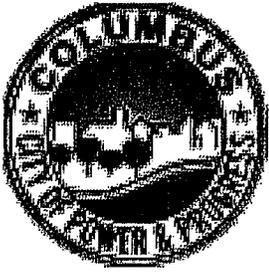


Exhibit C



Views Aff

2 →



City of Columbus
2424 14th St.
P.O. Box 1677
Columbus, NE 68601
(402) 562-4220

RECEIPT

Number: 262626

SPECIAL USE PERMIT APPLICATION (2254 E 32ND AVE)

Date: 08/08/23

Received Of: MAIDELYS PEREZ PEREZ

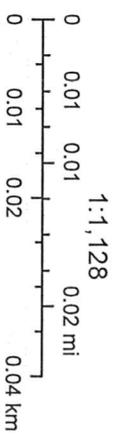
The sum of: \$500.00

DESCRIPTION	AMOUNT
SUBDIVISION & REZONE FEES	\$500.00
Total:	\$500.00
CHECK	\$500.00

9/6/2023



- Streets
- TaxParcel_1K
- Easement_1K
- Green: Band_2
- Blue: Band_3
- Road Centerlines
- Address Points
- GIS GIS AERIAL 2023 3IN
- Red: Band_1



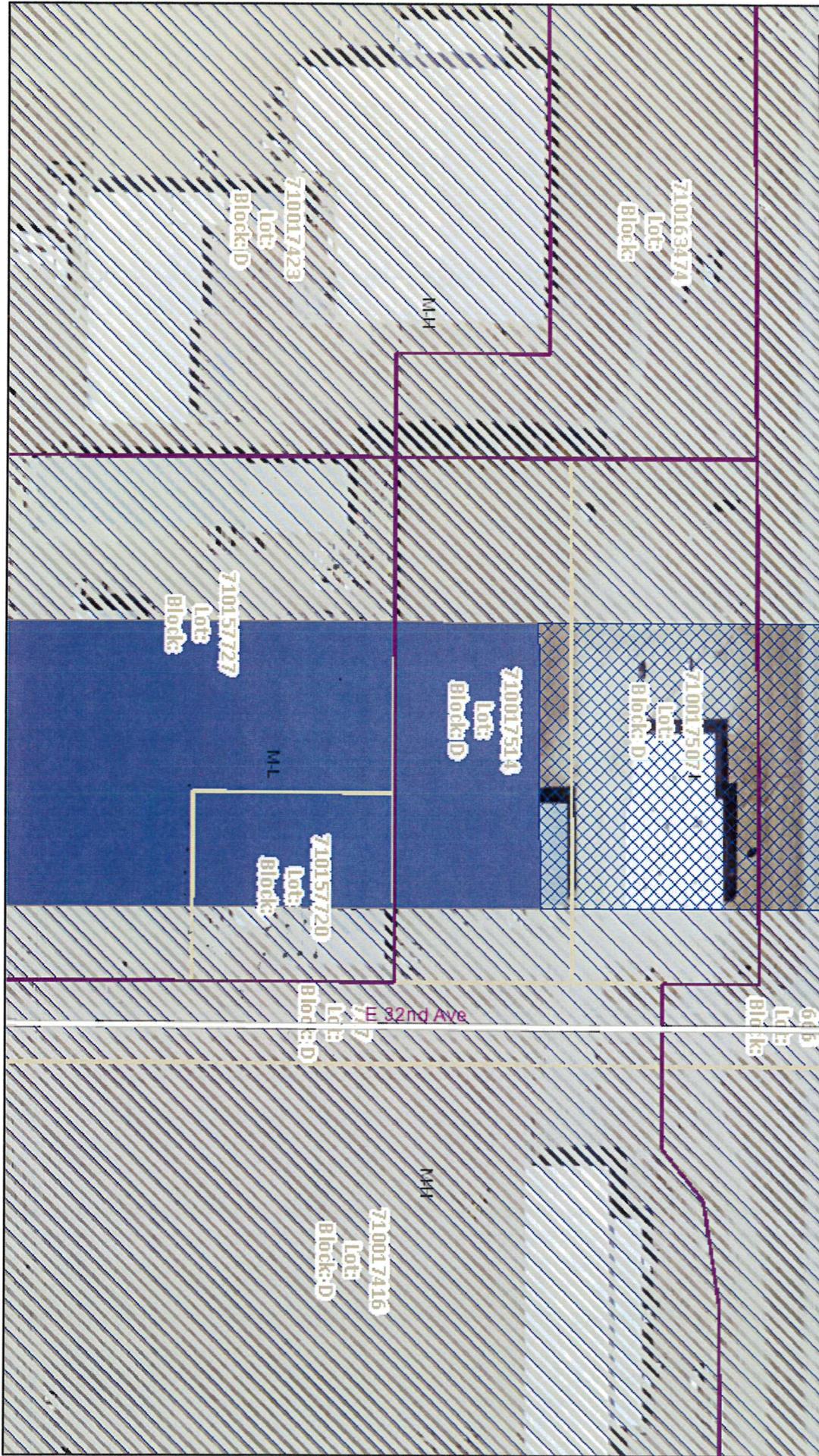
City of Columbus GIS. Sources: Esri, HERE, Garmin, Intermap, P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL,

E 23rd St

E 24th St

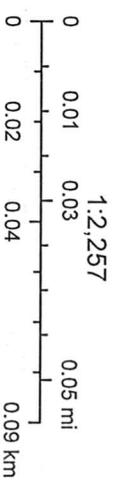
E 32nd Ave

E 33rd St



9/6/2023

- Streets
- Road Centerlines
- Subdivision_2K
- TaxParcel_2K
- Easement_2K
- ColumbusZoning
- <all other values>
- AG
- B-1
- B-1C
- B-2
- B-2C
- C-1
- C-1C
- M-H
- M-L
- M-L-C-1
- M-L-C
- M-L-C-1
- R-1
- R-1C
- Office



City of Columbus GIS. Sources: Esri, HERE, Garmin, Intermap, P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL,

CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

12-3 Special Use Permit Procedure

a. Purpose

The Special Use Permit Procedure provides for public review and discretionary City Council approval for uses within zoning districts which have unusual site development or operating characteristics that could adversely affect surrounding properties.

b. Administration

The Planning Commission shall review and evaluate each application and transmit its recommendation to the City Council. The City Council shall review, evaluate, and act upon all applications submitted pursuant to this procedure.

c. Application Requirements

An application for a Special Use Permit may be filed by the owner(s) of a property or by the property owner's authorized agent with the Community Development Director's Office. Any such application will not be deemed submitted until all of the information set forth below is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications will not be placed on the Planning Commission Agenda until all such missing information is provided. Such application shall be submitted to the Community Development Director's Office at least 21 calendar days (including holidays) before the Planning Commission meeting at which the public hearing on the application will be held. The application shall include the following information and be submitted on a form approved by the Community Development Director's Office:

1. Name, email and mailing address and phone number of the property owner who is making application or said property owner's authorized agent.
2. Legal Representation: Name of Firm, attorney, phone number, email and mailing address
2. Owner, address and legal description of the property.
3. A description of the nature and operating characteristics of the proposed use.
4. A site plan, when requested by the building official, which includes all information as described in 12-2 (d)(4.)
5. Excavation Special Use Permits applications must include a proposed post development site plan.

CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

5. The special use requested and the current zoning.
6. Be signed by the property owner or the property owner's duly authorized agent.

TABLE 12-1: CRITERIA FOR SITE PLAN REVIEW AND SPECIAL USE PERMITS

		CRITERIA		APPLICATION TO	
		Site Plan Review	Special Use Permit		
Land Use Compatibility					
Development Density	Site area per unit or floor area ratio should be similar to surrounding uses if not separated by major natural or artificial features.		X		
Height and Scale					
Height and Bulk	Development should minimize differences in height and building size from surrounding structures. Differences should be justified by urban design considerations.	X	X		
Setbacks	Development should respect pre-existing setbacks in surrounding areas. Variations should be justified by site or operating characteristics.	X	X		
Building Coverage	Building coverage should be similar to that of surrounding development if possible. Higher coverage should be mitigated by landscaping or site amenities.	X	X		
Site Development					
Frontage	Project frontage along a street should be similar to lot width.	X	X		
Parking and Internal Circulation	Parking should serve all structures with minimal conflicts between pedestrians and vehicles.	X	X		
	All structures must be accessible to public safety vehicles.	X	X		
	Development must have access to adjacent public streets and ways. Internal circulation should minimize conflicts and congestion at public access points.	X	X		
Landscaping	Landscaping should be integral to the development, providing street landscaping, breaks in uninterrupted paved areas, and buffering where required by surrounding land uses. Parts of site with sensitive environmental features or natural drainage-ways should be preserved to the extent possible.	X	X		
Building Design	Architectural design and building materials should be compatible with surrounding areas or highly visible locations.		X		

CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

Operating Characteristics			
Traffic Capacity	Project should not reduce the existing level of traffic service on adjacent streets. Compensating improvements will be required to mitigate impact on street system operations.	X	X
External Traffic Effects	Project design should direct non-residential traffic away from residential areas.	X	X
Operating Hours	Projects with long operating hours must minimize effects on surrounding residential areas.	X	X

TABLE 12-1: CRITERIA FOR SITE PLAN REVIEW AND SPECIAL USE PERMITS

	CRITERIA	APPLICATION TO	
		Site Plan Review	Special Use Permit
Operating Characteristics			
Outside Storage	Outside storage areas must be screened from surrounding streets and less intensive land uses.	X	X
Public Facilities			
Sanitary Waste Disposal	Developments within 300 feet of a public sanitary sewer must connect to sewer system. Individual disposal systems, if permitted, shall not adversely affect public health, safety, or welfare.	X	X
	Sanitary sewer must have adequate capacity to serve development.	X	X
Storm Water Management	Development should handle storm water adequately to prevent overloading of public storm water management system.	X	X
	Development should not inhibit development of other properties.	X	X
	Development should not increase probability of erosion, flooding, landslides, or other run-off related effects.	X	X
Utilities	Project must be served by utilities if the property is located within 300 ft of said utility.	X	X

CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

Comprehensive Plan	Projects shall be consistent with the comprehensive development plan of Columbus.		X
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d. Approval Process

1. The Planning Commission, following ten days notice as required by Paragraph 12-3 (e), shall hold a public hearing on each proposed Special Use Permit and following such public hearing, shall recommend action to the City Council.

2. The City Council, after the ten days notice as required by Paragraph 12-3 (e) and after public hearing, shall act on the Special Use Permit. The City Council may apply any reasonable conditions to the approval of the permit.

3. The applicant shall be responsible for preparing and furnishing in proper form a "draft" Ordinance including any reasonable conditions recommended by the Planning Commission sufficiently in advance of the City Council Meeting for review by City staff and for distribution to the Mayor and members of the City Council. A "final" ordinance for said special use permit shall be thereafter submitted by applicant for action by the City Council.

e. Required Notice and Publication

Prior to consideration of and/or approval of a Special Use Permit 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:** A notice shall be posted by the applicant in a conspicuous place on or near the property upon which action is pending. Such notice shall be not less than 18 inches in height and 24 inches in width with a white or yellow background and black letters not less than one and one-half inches in height. Such posted notice shall be placed on or near such premises that it is easily visible from the street and shall be posted at least ten days before the date of such hearing. 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. It shall be unlawful for any person to remove, mutilate, destroy or change such posted notice prior to such hearing. It shall be the responsibility of the applicant to make sure the signs remain posted for said ten-day period 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.

2. **Notice by Publication:** At least ten days before the date of hearing the City Clerk shall have published in a newspaper having a general circulation in the City of Columbus a Notice of the time, place and subject matter of such hearing.

CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

3. Notice by Personal Service or Mail: At least 10 days prior to the date of the hearing the applicant shall either:

- a) personally serve, or
- b) mail to the last known address,

written notice of such hearing to each of the following:

- i) the owners of the real estate which is the subject of the Special Use Permit;
- ii) all properties whether in whole or in part which are located within 300 feet of the real estate which is the subject of the Special Use Permit; and
- iii) the Board of Education of each school district in which the real estate which is the subject of the Special Use Permit is located.

If the record title owners of any real estate included in such proposed change be non-residents of the municipality, a written notice of such hearing shall be mailed by certified mail to their last-known address at least ten days prior to the date of such hearing.

4. Exception: The provisions of Subsection 1 "Posted Notice" and Subsection 3 "Notice by Personal Service or Mail" shall not apply in the event of a proposed change in the application of Special Use Permits throughout entire areas of an existing zoning district or of the City or parts thereof, or in the event of a proposed change in such regulations, restrictions or districts governing said Special Use Permits.
5. Affidavit of Notice Compliance: The applicant shall be responsible for filing with the City Clerk prior to 3:00 PM on the date of the hearing an Affidavit of Notice Compliance. Said Affidavit shall verify that the "Posted Notice" requirements set forth in Subsection 1 above and that the "Notice by Personal Service or Mail" requirements set forth in Subsection 3 above were both complied with. Said Affidavit shall be submitted on a form approved by the City Clerk's office.

f. Scope of Approval

1. The City Council may, at its discretion, apply a Special Use Permit to a specific owner or applicant. The City Council may establish special site development or operational regulations as a condition for approval of a Special Use Permit.

g. Lapse, Revocation or Completion of Permit

CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

1. A Special Use Permit shall become void two years after its effective date if the applicant has not carried out development or occupancy during that period.
2. The City Council may revoke a Special Use Permit should the operation of the use subject to such permit violate the conditions under which the permit was granted.
3. Completion of a Special Use Permit for resource extraction and excavation shall include a final record drawing site plan.

h. Previously Approved Permits

Any special use approved under regulations in effect before the effective date of this Ordinance shall be considered to have a valid Special Use Permit, subject to requirements imposed at the time of its approval.

i. Denial of Special Use Permit; Waiting Period

In the event that a Special Use permit as provided in this Article is denied by the City Council, no new request shall be made for the same or a substantially similar Special Use Permit within six months of said denial.

12-3 Development Review Team (DRT)

a. Purpose

The DRT meets weekly with project representatives to identify opportunities and resolve potential issues before project and development plans are finalized. Through the DRT process all aspects of a project can be discussed including key issues and expectations such as site issues, time lines, processing of applications, phasing, design issues and code requirements. The DRT provides the best possible customer service by maintaining allowing close contact with project representatives, by providing thorough review and feedback on every major proposed project, and by working to resolve issues at the earliest possible stage of development.

b. Administration

Members of the DRT are the City Administrator, Community Development Director and/or Building Official, City Engineer, Public Works Director and City Planner. These members may invite other staff and professionals as they see fit based on project scope. If applicable, DRT members will visit the project location prior to the DRT meetings and be prepared to discuss all potential issues and opportunities. The DRT shall takes notes during the meeting and shall provide those notes to all participates. The DRT and/or staff members of the DRT will provide professional recommendations to the Planning Commission and City Council.

"EXHIBIT A"

Legal Description

A tract of land in part of Block 3, Canal Industrial Park, located in the NW¼ of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska described as follows:

The north half of the east half of the north 818.7 feet of Block 3, Canal Industrial Park, located in the NW¼ of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, and the north 11.5 feet of the south half of the east half of the north 818.7 feet of sold Block 3;

EXCEPT the north 247.0 feet of the north half of the east half of the north 818.7 feet of said Block 3:

AND EXCEPT a track of land located in the north 11.5 feet of the south half of the north 818.7 feet of Block 3, Canal Industrial Park, located in the NW¼ of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, described as follows: Beginning at the SW Corner of the north 11.5 feet of said south half; thence E'yly on the south line of the north 11.5 feet of said south half, 336.1 feet, said point being 175.0 feet west of the east line of said Block 3; thence N'yly, and parallel with the east line of said Block 3, 0.5 feet; thence W'yly to a point on the west line of the north 11.5 feet of said south half and 2.3 feet north of the SW Corner of the north 11.5 feet of said south half; thence S'yly, 2.3 feet on the west line of the north 11.5 feet of said south half, to the point of the beginning; and

The south 0.3 feet of the west 41.6 feet of the east 175.0 feet of the north 11.5 feet of the south half of the east half of the north 818.7 feet of said Block 3.

DESCRIPTION OF SAID BLOCK 3 IS AS FOLLOWS:

Commencing at the NW Corner of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, thence S'yly on the west line of said Section 23 for a distance of 60 feet to a point, thence E'yly at a deflection angle of 90°37' Left for a distance of 33 feet to the point of beginning; thence continuing E'yly on a straight line, 60 feet south of, and parallel to the north line of said Section 23, for a distance of 1,021.4 feet to a point, thence S'yly at a deflection angle of 90°30' Right on a straight line for a distance of 1,918.7 feet to a point; on the north line of the Union Pacific Rail Road, Right of Way, thence SW'yly on a deflection angle of 84°22' Right, along the North R.O.W. line of the Union Pacific Rail Road for a distance of 1,030.4 feet to a point 33 feet east of the west line of said Section 23, thence N'yly at a deflection angle of 94°45' Right on a straight line that is 33 feet east of, and parallel to the west line of said Section 23, for a distance of 2,010.8 feet to the point of beginning. The above described tract is also described as Block 3, Canal Industrial Park, and is shown on Survey in Plat Book 11, Page 2, Office of Platte County Register of Deeds.

7.B.1. Ordinance No. 23-13 approving special use permit.

ORDINANCE NO. 23-____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO ISSUE A SPECIAL USE PERMIT WITH CONDITIONS TO ALLOW FOR AUTOMOTIVE SALES AS CONTAINED IN TABLE 4-2 ZONING DISTRICT REGULATIONS OF THE ZONING CODE, ON THE FOLLOWING DESCRIBED REAL ESTATE IN A "ML/C-1" (LIGHT INDUSTRIAL DISTRICT) ZONE: A TRACT OF LAND IN PART OF BLOCK 3, CANAL INDUSTRIAL PARK, LOCATED IN THE NW¼ OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: THE NORTH HALF OF THE EAST HALF OF THE NORTH 818.7 FEET OF BLOCK 3, CANAL INDUSTRIAL PARK, LOCATED IN THE NW¼ OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, AND THE NORTH 11.5 FEET OF THE SOUTH HALF OF THE EAST HALF OF THE NORTH 818.7 FEET OF SOLD BLOCK 3; EXCEPT THE NORTH 247.0 FEET OF THE NORTH HALF OF THE EAST HALF OF THE NORTH 818.7 FEET OF SAID BLOCK 3; AND EXCEPT A TRACK OF LAND LOCATED IN THE NORTH 11.5 FEET OF THE SOUTH HALF OF THE NORTH 818.7 FEET OF BLOCK 3, CANAL INDUSTRIAL PARK, LOCATED IN THE NW¼ OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF THE NORTH 11.5 FEET OF SAID SOUTH HALF; THENCE E'LY ON THE SOUTH LINE OF THE NORTH 11.5 FEET OF SAID SOUTH HALF, 336.1 FEET, SAID POINT BEING 175.0 FEET WEST OF THE EAST LINE OF SAID BLOCK 3; THENCE N'LY, AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 3, 0.5 FEET; THENCE W'LY TO A POINT ON THE WEST LINE OF THE NORTH 11.5 FEET OF SAID SOUTH HALF AND 2.3 FEET NORTH OF THE SW CORNER OF THE NORTH 11.5 FEET OF SAID SOUTH HALF; THENCE S'LY, 2.3 FEET ON THE WEST LINE OF THE NORTH 11.5 FEET OF SAID SOUTH HALF, TO THE POINT OF THE BEGINNING; AND THE SOUTH 0.3 FEET OF THE WEST 41.6 FEET OF THE EAST 175.0 FEET OF THE NORTH 11.5 FEET OF THE SOUTH HALF OF THE EAST HALF OF THE NORTH 818.7 FEET OF SAID BLOCK 3; DESCRIPTION OF SAID BLOCK 3 IS AS FOLLOWS: COMMENCING AT THE NW CORNER OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, THENCE S'LY ON THE WEST LINE OF SAID SECTION 23 FOR A DISTANCE OF 60 FEET TO A POINT, THENCE E'LY AT A DEFLECTION ANGLE OF 90°37' LEFT FOR A DISTANCE OF 33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING E'LY ON A STRAIGHT LINE, 60 FEET SOUTH OF, AND PARALLEL TO THE NORTH LINE OF SAID SECTION 23, FOR A DISTANCE OF 1,021.4 FEET TO A POINT, THENCE S'LY AT A DEFLECTION ANGLE OF 90°30' RIGHT ON A STRAIGHT LINE FOR A DISTANCE OF 1,918.7 FEET TO A POINT; ON THE NORTH LINE OF THE UNION PACIFIC RAIL ROAD, RIGHT OF WAY, THENCE SW'LY ON A DEFLECTION ANGLE OF 84°22' RIGHT,

ALONG THE NORTH R.O.W. LINE OF THE UNION PACIFIC RAIL ROAD FOR A DISTANCE OF 1,030.4 FEET TO A POINT 33 FEET EAST OF THE WEST LINE OF SAID SECTION 23, THENCE N'LY AT A DEFLECTION ANGLE OF 94°45' RIGHT ON A STRAIGHT LINE THAT IS 33 FEET EAST OF, AND PARALLEL TO THE WEST LINE OF SAID SECTION 23, FOR A DISTANCE OF 2,010.8 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED TRACT IS ALSO DESCRIBED AS BLOCK 3, CANAL INDUSTRIAL PARK, AND IS SHOWN ON SURVEY IN PLAT BOOK 11, PAGE 2, OFFICE OF PLATTE COUNTY REGISTER OF DEEDS; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of considering the issuance of a Special Use Permit to allow for automotive sales as contained in Table 4-2 Zoning District Regulations of the Zoning Code, on the following described real estate, to wit:

A tract of land in part of Block 3, Canal Industrial Park, located in the NW¼ of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska described as follows: The north half of the east half of the north 818.7 feet of Block 3, Canal Industrial Park, located in the NW¼ of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, and the north 11.5 feet of the south half of the east half of the north 818.7 feet of said Block 3; EXCEPT the north 247.0 feet of the north half of the east half of the north 818.7 feet of said Block 3; AND EXCEPT a track of land located in the north 11.5 feet of the south half of the north 818.7 feet of Block 3, Canal Industrial Park, located in the NW¼ of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, described as follows: Beginning at the SW Corner of the north 11.5 feet of said south half; thence E'ly on the south line of the north 11.5 feet of said south half, 336.1 feet, said point being 175.0 feet west of the east line of said Block 3; thence N'ly, and parallel with the east line of said Block 3, 0.5 feet; thence W'ly to a point on the west line of the north 11.5 feet of said south half and 2.3 feet north of the SW Corner of the north 11.5 feet of said south half; thence S'ly, 2.3 feet on the west line of the north 11.5 feet of said south half, to the point of the beginning; and the south 0.3 feet of the west 41.6 feet of the east 175.0 feet of the north 11.5 feet of the south half of the east half of the north 818.7 feet of said Block 3; DESCRIPTION OF SAID BLOCK 3 IS AS FOLLOWS: Commencing at the NW Corner of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, thence S'ly on the west line of said Section 23 for a distance of 60 feet to a point, thence E'ly at a deflection angle of 90°37' Left for a distance of 33 feet to the point of beginning; thence continuing E'ly on a straight line, 60 feet south of, and parallel to the north line of said Section 23, for a distance of 1,021.4 feet to a point, thence S'ly at a deflection angle of 90°30' Right on a straight line for a distance of 1,918.7 feet to a point; on the north line of the Union Pacific Rail Road, Right of Way, thence SW'ly on a deflection angle of 84°22' Right, along the North R.O.W. line of the Union Pacific Rail Road for a distance of 1,030.4 feet to a point 33 feet east of the west line of said Section 23, thence N'ly at a deflection angle of 94°45' Right on a

straight line that is 33 feet east of, and parallel to the west line of said Section 23, for a distance of 2,010.8 feet to the point of beginning; the above described tract is also described as Block 3, Canal Industrial Park, and is shown on Survey in Plat Book 11, Page 2, Office of Platte County Register of Deeds;

which is in a "ML/C-1" Light Industrial District Zone; and,

WHEREAS, the Planning Commission and the Mayor and City Council have held separate public hearings, and in consideration of the evidence and premises, hereby find and determine that the issuance of said Special Use Permit with conditions will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

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

Section 1. That a Special Use Permit with conditions has been issued to allow for automotive sales as contained in Table 4-2 Zoning District Regulations of the Zoning Code, on the following described real estate, to wit:

A tract of land in part of Block 3, Canal Industrial Park, located in the NW¼ of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska described as follows: The north half of the east half of the north 818.7 feet of Block 3, Canal Industrial Park, located in the NW¼ of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, and the north 11.5 feet of the south half of the east half of the north 818.7 feet of said Block 3; EXCEPT the north 247.0 feet of the north half of the east half of the north 818.7 feet of said Block 3 AND EXCEPT a track of land located in the north 11.5 feet of the south half of the north 818.7 feet of Block 3, Canal Industrial Park, located in the NW¼ of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, described as follows: Beginning at the SW Corner of the north 11.5 feet of said south half; thence E'ly on the south line of the north 11.5 feet of said south half, 336.1 feet, said point being 175.0 feet west of the east line of said Block 3; thence N'ly, and parallel with the east line of said Block 3, 0.5 feet; thence W'ly to a point on the west line of the north 11.5 feet of said south half and 2.3 feet north of the SW Corner of the north 11.5 feet of said south half; thence S'ly, 2.3 feet on the west line of the north 11.5 feet of said south half, to the point of the beginning; and the south 0.3 feet of the west 41.6 feet of the east 175.0 feet of the north 11.5 feet of the south half of the east half of the north 818.7 feet of said Block 3; DESCRIPTION OF SAID BLOCK 3 IS AS FOLLOWS: Commencing at the NW Corner of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, thence S'ly on the west line of said Section 23 for a distance of 60 feet to a point, thence E'ly at a deflection angle of 90°37' Left for a distance of 33 feet to the point of beginning; thence continuing E'ly on a straight line, 60 feet south of, and parallel to the north line of said Section 23, for a distance of 1,021.4 feet to a point, thence S'ly at a deflection angle of 90°30' Right on a straight line for a distance of 1,918.7 feet to a point; on the north line of the Union Pacific Rail Road, Right of Way, thence SW'ly on a deflection angle of 84°22' Right, along the North R.O.W. line of the Union Pacific Rail Road for a distance of 1,030.4 feet to a point 33 feet east of the west line of said Section 23, thence N'ly at a deflection angle of 94°45' Right on a

straight line that is 33 feet east of, and parallel to the west line of said Section 23, for a distance of 2,010.8 feet to the point of beginning; the above described tract is also described as Block 3, Canal Industrial Park, and is shown on Survey in Plat Book 11, Page 2, Office of Platte County Register of Deeds;

which is in a "ML/C-1" Light Industrial District Zone.

Section 2. That the Special Use Permit issued hereunder shall be conditioned upon the following:

The applicant agrees to install all necessary screening as required for Vehicle Storage under the Zoning Code within thirty (30) days of the adoption of this ordinance.

The foregoing are hereby found to be reasonable conditions to be applied to the approval of this permit.

Section 3. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 4. 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. Publication shall be in pamphlet form as authorized by § 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

7.C. Public hearing - Application of Guatemex, LLC dba Guatemex for Class "C" liquor license at 925 23rd Street, Suite 300.

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, NE, will be held on Monday, September 18, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application for a retail liquor license for Guatemex, LLC dba Guatemex, 925 23 St, Ste 300, Columbus, NE, and at said time and place you may appear and be heard.

City of Columbus, NE
Janelle Kline, City Clerk

Publish 09:07:23
Two Affidavits of Publication



COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: SEPTEMBER 6TH, 2021

SUBJECT: GUATEMEX CONVENIENCE STORE
915 23RD STREET STE. 300
COLUMBUS, NEBRASKA 68601

OWNER/MANAGER: NOE RUBI PEREZ

Guatemex is a Guatemalan/Mexican convenience store located on 23rd Street. They will be selling food, household items, and beer, wine, and spirits.

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

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

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

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

- 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:

There are other liquor licenses in the near vicinity of this location. Maximus, Wunderlich's, Corner Stop, and American Legion are all located approximately 6 blocks away or a six 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.

He will install coolers along the east wall of the store. He has installed surveillance cameras to monitor the activity inside the business.

- 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 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 does not appear that there will be any 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:

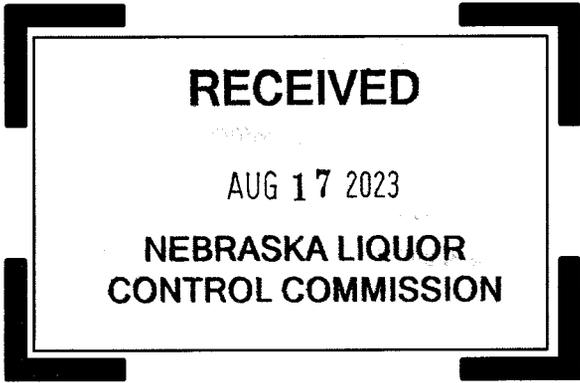
The Columbus Police Department recommends approval of the Guatemex Convenience Store liquor license.

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: C

License Number:
125924



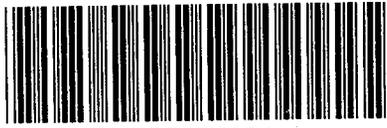
Office Use Only
NEW / REPLACING _____ TOP Yes No
Hot List Yes / No Initial: HY

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 GUATEMEX LLC
TRADE (DBA) NAME Guatemala
PREVIOUS TRADE (DBA) NAME N/A
CONTACT NAME AND PHONE NUMBER NOE RUBI PEREZ (620) 805-1461
CONTACT EMAIL ADDRESS NOE PEREZ1030@GMAIL.COM

Office use only	
PAYMENT TYPE <u>PayPost</u>	<u>HY</u>
AMOUNT <u>\$400</u> RCPT	
RECEIVED: <u>08-10-2023</u>	
DATE DEPOSITED _____	


2300008224

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 ESTEFANIA HERNANDEZ ALFARO Phone Number (402) 734-0260

Firm Name ENTERPRISE TAX SERVICES LLC

Email address EHERNANDEZ@ENTERPRISETAXSERVICES.COM

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

PREMISES INFORMATION

Trade Name (doing business as) GUATEMEX LLC

Street Address 925 23RD ST STE 300

City COLUMBUS County PLATTE - 10 Zip Code 68601 - 3643

Premises Telephone number (620) 805-1461

Business e-mail address NOEPEREZ1030@GMAIL.COM

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

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

Check if same as premises

Name NOE RUBI PEREZ

Street Address 925 23RD ST STE 300

City COLUMBUS State NE Zip Code 68601 - 3643

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 40ft x width 60ft in feet

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

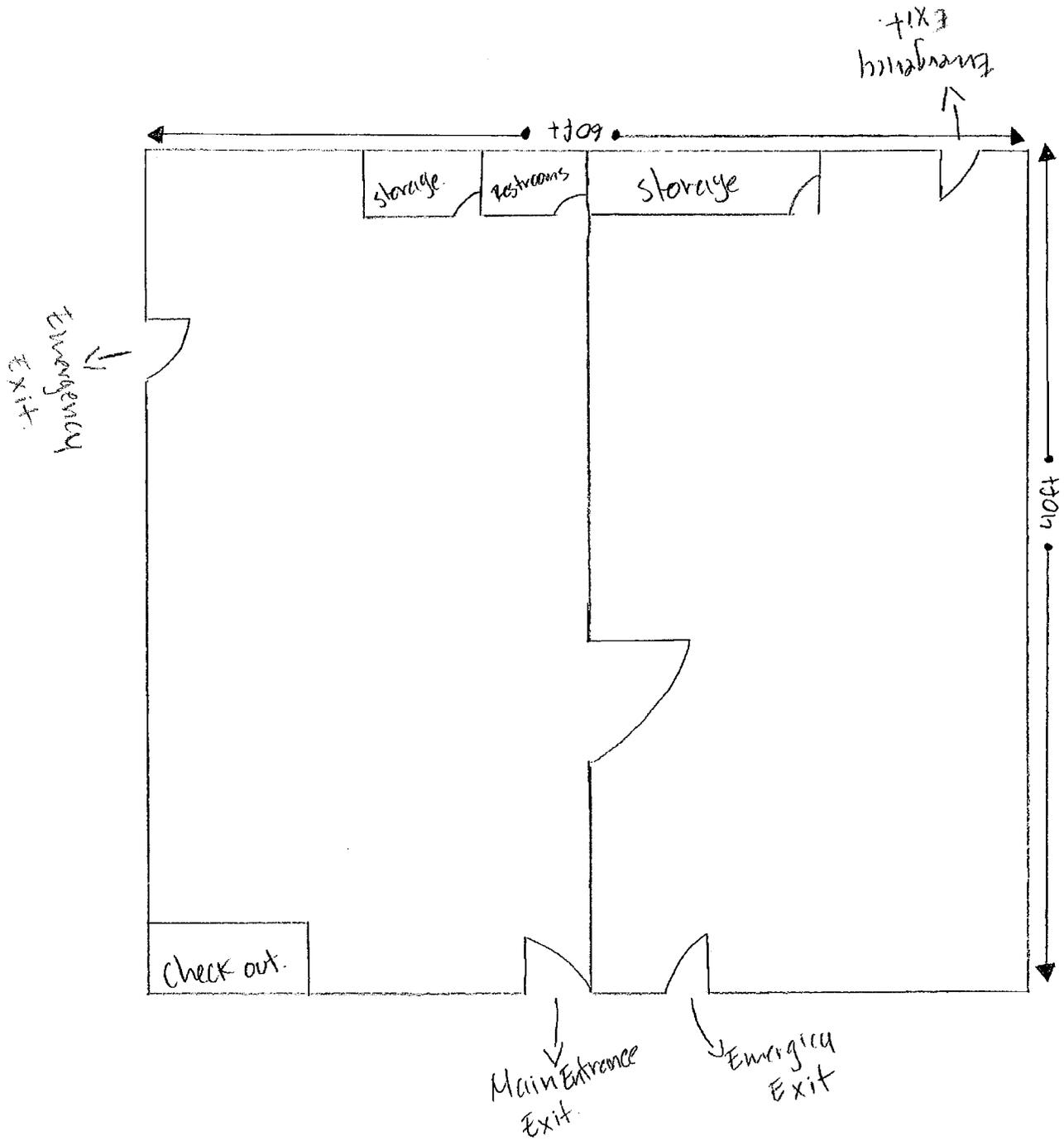
Is there an outdoor area? Yes No If yes, length _____ x width _____ in feet+

*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

One story Building Approx 40 x 60



Guatemex LLC
925 23rd St Ste 300
Columbus, NE 68901

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
Various speeding tickets				

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

YES NO

If yes, provide business name and license number _____

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

YES NO

If yes, give name of business and liquor license number _____

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

YES NO

If yes

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

a) Submit a copy of the business purchase agreement _____

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

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

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

____ YES NO

If yes, list the lender(s) _____

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

____ YES NO

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

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

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

____ YES NO

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

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

____ YES NO

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

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

____ YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.
a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

BANK OF THE WEST - NOE RUBI PEREZ

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)

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business

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 11/02/2026
 Deed
 Purchase Agreement

14. When do you intend to open for business? ALREADY ON BUSINESS

15. What will be the main nature of business? GROCERY STORE WITH ALCOHOL SALE

16. What are the anticipated hours of operation? 09:00 TO 21:00 MONDAY TO SUNDAY

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
GRAND ISLAND, NE	2019	2023			
DENVER, CO	2018	2019			
GARDEN CITY, KS	2009	2017			
SCHUYLER, NE	2007	2009			

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)

Noe Rubi Perez

Signature of APPLICANT

NOE RUBI PEREZ

Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

Signature of APPLICANT

Signature of SPOUSE

Printed Name of APPLICANT

Printed Name of SPOUSE

Nebraska Secretary of State

GUATEMEX LLC

Mon Aug 28 07:55:02 2023

SOS Account Number

2105183385

Status

Active

Principal Office Address

915 23RD ST.
SUITE 300
COLUMBUS, NE 68601
USA

Registered Agent and Office Address

NOE RUBI PEREZ
915 23 ROAD
STE 300
COLUMBUS, NE 68601

Designated Office Address

915 23 ROAD
STE 300
COLUMBUS, NE 68601

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

May 06 2021

Next Report Due Date

Jan 01 2025

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	May 06 2021	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Aug 25 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jan 08 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

[Continue to Order](#)

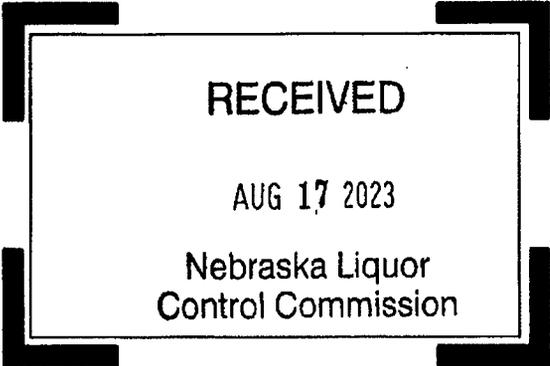
[↑ Back to Top](#)

LIMITED LIABILITY COMPANY (LLC)

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

License
Class: _____

License Number: _____



INSTRUCTIONS

1. All members and spouses must be listed
2. 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
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

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

GUATEMEX LLC

Name of Registered Agent: NOE RUBI PEREZ

LLC Address: 925 23RD ST STE 300

City: COLUMBUS State: NE Zip Code: 68601-3643

LLC Phone Number: (620) 805-1461 LLC Fax Number: _____

Name of Managing/Contact Member

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

Last Name: RUBI PERZ First Name: NOE MI: _____

Home Address: 583 E 19TH ST City: GRAND ISLAND

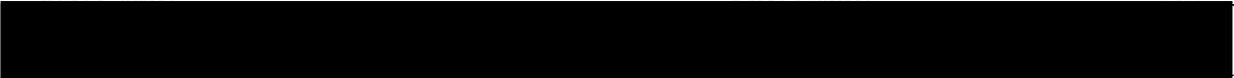
State: NE Zip Code: 68801-2403 Home Phone Number: (620) 805-1461

Noe Rubi Perez

Signature of Managing/Contact Member

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

Last Name: **RUBI PEREZ** First Name: **NOE** MI: _____



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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership **100%** _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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 owned 100% by another corporation/LLC?

YES NO

If yes, Form 185 is required

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

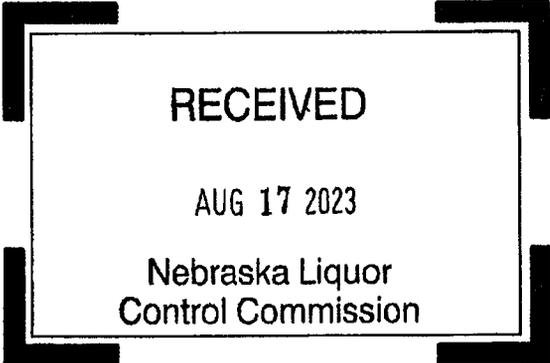
If yes, provide the Federal ID #. _____

**MANAGER APPLICATION
FORM 103**

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

License
Class: _____

License Number: _____



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: GUATEMEX LLC

PREMISES INFORMATION

Premises Trade Name/DBA: _____

Premises Street Address: 925 23RD ST STE 300

City: COLUMBUS County: PLATTE Zip Code: 68601

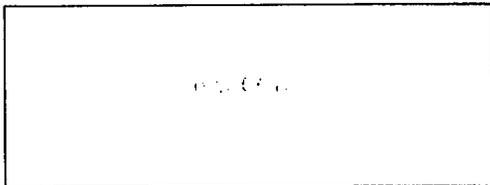
Premises Phone Number: (620) 805-1461

Premises Email address: NOERUBI1030@GMAIL.COM

Noe Rubi Perez

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



MANAGER INFORMATION

Last Name: RUBI PEREZ First Name: NOE MI: _____

Home Address: 583 E 19TH ST

City: GRAND ISLAND County: HALL Zip Code: 68801-2403

Home Phone Number: (620) 805-1461



Email address: NOEPEREZ1030@GMAIL.COM

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

YES NO

Spouse's information

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

Social Security Number: _____

Driver's License Number: _____

Date of Birth: _____ Place of Birth: _____

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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
GRAND ISLAND, NE	2019	2023			
DENVER, CO	2018	2019			
GARDEN CITY, KS	2009	2017			
SCHUYLER, NE	2007	2009			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	2019	BILFINGER WESTCOM INC	EDGAR BONILLA	720-249-7858
2020	2020	ON POWER CONSTRUCTION	ALEX	712-212-2361

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
NOE RUBI PEREZ	05/2021	CENTRAL CITY, NE	SPEEDING TICKET	GUILTY
NOE RUBI PEREZ	10/2015	ROCKS SPRING, WY	SPEEDING TICKET	GUILTY
NOE RUBI PEREZ	12/2017	WICHITA FALLS, TX	SPEEDING TICKET	GUILTY
NOE RUBI PEREZ	07/2018	NORTH PLATTE, NE	SPEEDING TICKET	GUILTY
NOE RUBI PEREZ	07/2020	SAN ANTONIO, TX	SPEEDING TICKET	GUILTY

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.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

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.

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 applicant and spouse.

Noe Rubi Perez

Signature of **APPLICANT**

NOE RUBI PEREZ

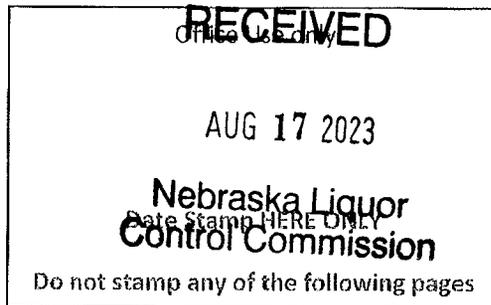
Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

**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 GUATEMEX LLC

Name of Person Being Fingerprinted: NOE PEREZ RUBI

Date fingerprints were taken: 06/29/2023

Location where fingerprints were taken: GRAND ISLAND, NE

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

Noe Rubi Perez

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

To whom it may concern,

I, Noe Rubi Perez, am not registered to vote in the State of Nebraska. The reason for this is because I am a permanent resident of the United States of America, which does not give me the ability to vote in this country.

Attached you will find a copy of my permanent resident card to proof my legal status in this country.

Thank you,

Noe Rubi Perez
08/16/23

Noe Rubi Perez

CLOCK TOWER, LLC

LEASE AGREEMENT

THIS LEASE AGREEMENT enter into this 2 day of November, 2021, by and between Clock Tower, L.L.C., a Limited Liability Company organized and existing under the laws of the state of Nebraska, Hereinafter referred to as "Lessor" and Guatemex, hereinafter referred to as "Lessee".

1. Premises and Term. Lessor, for and in consideration of the rents to be paid and Lessee's covenants and agreements, does hereby lease to Lessee 915 23rd St. Unit # 300 & 400 in the Clock Tower, LLC (as shown on Site Plan attached hereto as Exhibit "A" and made a part hereof) located on the West 234 feet of Lot 2, and all of Lots 3, 5 and 5, Sie/ken Second Addition to the City of Columbus, Platte County, Nebraska. Such Lease shall be for a term of 5 year, the commencement date being

11/2/2021, 2021, and the termination date being 11/2/2026, 2026.

2. Use. The Lessee shall use and occupy the leased premises for dry goods grocery store.

Lessee will not without the prior written consent of Lessor use the leased premises for any other purpose whatsoever.

3. Base Rent. In consideration of such Lease, Lessee hereby agrees to pay to Lessor at 304 41st Road, Bellwood, Nebraska, 68624 or at such other address as Lessor may hereafter designate in writing, monthly Base Rent in the amount of \$2604.17 per month payable in advance on or before the 1 day of each month during the term hereof. Provided, however, that Lessor shall have the right to increase the amount of monthly Base Rent so payable as of each anniversary of the commencement date, but no such increase shall result in a monthly Base Rent which exceeds the amount of monthly Base Rent payable during the last month of the preceding lease year by more than two and one half percent (2 ½%). The monthly Base Rent as so increase shall be payable throughout the ensuing twelve (12) month period. Any rent not paid when due shall be subject to a late charge penalty equal to ten percent (10%) of the unpaid amount. The imposition of such late charge shall not preclude Lessor from availing itself of any other remedy hereunder.

4. Additional Rent. In addition to the Base Rent payable hereunder, Lessee shall pay its proportional share of the following expenses incurred by Lessor in connection with the ownership, maintenance and operation of the Clock Tower, LLC:

- Real Estate Taxes and Assessments

- Insurance
- Common Area Maintenance

And other such expenses so incurred by Lessor, all subject to the following:

- A. Lessee's proportional share of such expense shall be that part thereof which is equal to the total of such expenses multiplied by a fraction, the numerator of which is the number of square feet in the lease premises (namely 2500 square feet) and the denominator of which is the number of leasable square feet in the part Phase 1 of 7,200 square feet and the whole of Clock Tower L. L. C. (currently 27,400 square feet). However, if Lessee's Lease year is other than a calendar year, the total amount of Additional Rent for the first and last partial calendar years included in the term of this Lease Agreement (including any extensions) shall be pro-rated accordingly.
- B. Lessee's proportional share of such expenses shall be deemed to be "Additional Rent" hereunder, subject to all of the provisions of this Lease Agreement which relate to the payment of rent. Whenever the words "rent" or "rental" are used in this Lease Agreement without further description, such words shall be both Base Rent and Additional Rent.
- C. One twelfth of the estimated annual amount of Lessee's Additional Rent for each year shall be due and payable on the same date as each monthly installment of Base Rent is due. The amount of Lessee's Additional Rental shall be estimated as of the first day of each calendar year.
- D. The estimated annual amount of Lessee's Additional Rent for each year shall be based upon the previous year's expenses, and when the actual expenses for such year are determined, Lessee shall either be entitled to a credit or be obligated to pay a deficiency. Lessee may off-set any available credit against Lessee's future obligations to pay Additional Rent. Lessee shall pay to Lessor any deficiency within thirty (30) days after notification of the amount thereof. Provided, however, that since there is currently inadequate previous year's expenses upon which to base the Additional Rent, the estimated monthly amount of Lessee's Additional Rent payable during the year 2021 is hereby established by the parties at \$ 625.00 per month, subject to adjustment as set forth above when the actual expenses for such year have been determined.
- E. The common area maintenance costs incurred by Lessor to be used in determining Lessee's Additional Rent for any year shall include, but not be limited to compensation and other costs of providing janitors, guards and other employees services, utilities, garbage collection, and those items which Lessor is responsible for under Section 7 and Section 10 of this Lease

Agreement, but none of the following expenses shall be taken into account in determining Additional Rent:

- Depreciation
- Lessor's income tax obligations
- Mortgage principal or interest payments
- Costs of new construction
- Expense related specifically to any other tenant

5. Finish Work. Lessor shall complete its portion of the finish work on the lease premises as shown on Exhibit "B" attached hereto and made a part hereof not less than 15 days prior to the commencement date. Upon Receipt of notification that Lessor's work has been completed, Lessee and its agents, contractors and workmen shall have free access to the leased premises to complete Lessee's portion of the finish work as shown on Exhibit "C" attached hereto and made a part hereof. Such work shall be at Lessee's sole risk and expense and shall become a part of the leased premises. All work shall be done in a proper workmanlike manner by contractors, subcontractors and tradesmen shown on the list of pre-approved contractors attached hereto as Exhibit "D" and made a part hereof or such other contractors, subcontractors or tradesmen as may be approved in advance in writing by Lessor. Lessee's obligation to pay rental hereunder shall commence on the commencement date whether or not Lessee's finish work shall have been completed. Provided, however, if Lessee shall open for business on the premises prior to such commencement date, Lessee shall also be obligated to pay Lessor Base Rent and Additional Rent on a pro-rata per diem basis during the interim period.

6. Signs. Lessee shall have the right at Lessee's sole risk and expense to place signs in conformity with Lessor's specification on the mansard of the leased premises. Lessee shall not place any other signs on the exterior of or outside of the lease premises without the prior written consent of Lessor. Lessee shall also have the right to advertise its business on the L.E.D. sign to be installed by Lessor at such time as the installation is complete. No such advertisement which is deemed to be objectionable in Lessor's sole judgment shall be permitted. Lessor shall allot available tenant advertising time on the L.E.D sign among Lessee and the other tenants of the Clock Tower, LLC in the same proportion as such tenants Additional Rent obligations under Section 4 of this Lease Agreement.

7. Common Areas. In addition to the use and occupancy of the leased premises Lessee shall have the right to use in common with others the parking areas, roadways, sidewalks and other common areas of the Clock Tower, LLC all as designated or modified by the Lessor from time to time. All common areas shall be under the exclusive control and management of Lessor. Subject to the provisions of Section 4 of this Lease

Agreement, the Lessor shall be responsible for the maintenance of such common areas including snow removal, cleaning, lighting and the like but no interruption of the use or maintenance of such areas for reason of repair, improvements, alterations or other cause beyond control of the Lessor shall be deemed to be an eviction or a disturbance of Lessee's use and occupancy of the leased premises, nor render the Lessor liable for damages, nor relieve the Lessee from any Lessee's covenants and agreements contained herein. Provided, however, that Lessee shall be responsible for snow removal on the sidewalk area immediately in front of the leased premises.

8. Taxes. Subject to Section 4 of this Lease Agreement, Lessor shall be responsible for the payment of all real estate taxes and assessments with respect to the Clock Tower, LLC. Lessee shall be responsible for all personal property taxes on Lessee's inventory, furniture, fixtures, equipment and leasehold improvements.

9. Lessor's improvements. Lessor reserves the right to make improvements, alterations or additions to Clock Tower, LLC at any time provided that such improvements, alterations or additions shall not materially change the general appearance location or area of the lease premises.

10. Lessor's Maintenance. Subject to the provisions of Section 4. of this Lease Agreement, Lessor shall be responsible for the maintenance and repair of the roof, footings, foundation, structural components and exterior of the lease premises and the building in which the lease premises are situated, excluding glass and doors exposed to the exterior, signs and sign panels belonging to Lessee, and the repair of damages occasioned by the negligence of intentional act of Lessee or Lessee's agents or employees.

11. Lessee's Maintenance. Except for the responsibilities assigned to Lessor under Section 10 of this Lease Agreement, Lessee shall be responsible for the maintenance and repair of the leased premises, including, but not limited to, plate glass, interior and exterior doors, heating and air condition equipment, and all plumbing and electrical fixtures and equipment. Provided, however, that lessee shall be entitled to the benefit of any available guarantees or warranties on such fixtures and equipment. Lessee shall maintain the lease premises in substantially the same condition as the year commencement of the term of this Lease Agreement ordinary wear and tear excepted, and shall return the lease premises to Lessor in such condition at the termination of the term hereof and any extensions of such term. Except as shown on Exhibit "C", Lessee shall not make any alterations or additions to the lease premises without the prior written consent of Lessor. Any such alterations or additions shown on Exhibit "C" or otherwise consented to shall be carried out at the sole risk and expense of Lessee in a proper workmanlike manner using contractors, subcontractors and tradesman listed on Exhibit "D" attached hereto and made a part hereof or such other contractors, subcontractors, or tradesmen as may be approved in advance, in writing by Lessor. All such improvements

shall become and remain a part of the leased premises unless otherwise agreed upon in writing between Lessor and Lessee.

12. Utility Charges. Lessee shall pay all utility charges including sewer and water fees attributable to the leased premises during the term of this Lease Agreement and any extensions of such term. No interruption of such utility services beyond control of Lessor shall be deemed to be an eviction or a disturbance of the Lessee's use and occupancy of the leased premises, nor render the Lessor liable for damages, nor relieve the Lessee the rent to be paid or any other obligation of Lessee hereunder. Separate metering for the leased premises for all such utilities shall be installed at no expense to Lessee. Provided, however, that Lessee shall be responsible for the cost of all interior wiring and other changes made in connection with providing telephone services.

13. Prohibited Uses. The lessee shall not commit or permit waste on the leased premises or any of the common areas of the Clock Tower, LLC. The Lessee shall not use such leased premises or common areas in any manner which shall constitute a public or private nuisance or shall in any way be in violation of this Lease Agreement or any applicable ordinance, law or governmental regulation. Lessee shall not dispose of any hazardous substances on or near the Clock Tower, LLC property, nor commit any other act thereon which will increase the cost of insurance or result in the contamination of the property, ground water or the environment.

14. Lessor's Entry. The Lessor and its agents shall have the right to enter the leased premises at any reasonable time for the purpose of inspecting the same, for the purpose of doing anything that may be required or permitted under this Lease Agreement, or for the purpose of doing anything the Lessee may be required to do and shall fail to do. In the event it is necessary for the Lessor to make any repairs that Lessee is responsible for, but which Lessee has failed to make, the Lessor shall not be liable for any loss or damage that Lessee may suffer as the result of such action. Provided that such loss or damage is reasonable under the circumstances. The cost of such repairs shall be payable by Lessee to Lessor within five (5) days after Lessee's receipt of notice of the amount thereof.

15. Rules. Lessee shall comply with all Rules and Regulations established by Lessor from time to time for the use of the leased premises and the common areas. Lessee hereby acknowledges receipt of a copy of the current Rules and Regulations dated Oct. 27, 2020. Lessor shall have the right to make reasonable modifications and additions to such Rules and Regulations from time to time in Lessor's sole discretion. Lessor shall notify Lessee in writing of any changes in such Rules and Regulations or any additions thereto not less than ten (10) days prior to the effective date thereof.

16. Indemnification and Insurance. Lessee agrees to indemnify and hold Lessor harmless from any and all claims or demands for loss or damage to property or for injury

or death to any person from any cause whatsoever while in, upon or about the leased premises or the sidewalks adjacent thereto during the term of this Lease Agreement and any extensions. Lessee agrees to take out and maintain with a reputable insurance company at Lessess's expense public liability insurance against property damage or personal injury growing out of the use of, or occurring on or about the leased premises with not less than \$1,000,000 single limit coverage. Lessor shall be named as a co-insured on all such policies and shall be entitled to a certificate of the insurer showing said coverage to be in effect. Lessee shall also at its own expense procure and maintain with a company acceptable to Lessor, insurance against loss of any property owned or kept by it on the leased premises.

17. Lessee's Property. All property of the Lessee which may be on or about the leased premises shall be at the risk and responsibility of Lessee. Lessee waived and releases all claims against Lessor with respect to damage to property owned by Lessee or in the custody of Lessee on or about the leased premises which damage is of a type covered by a standard policy of fire and extended coverage insurance. Lessor waived and release all claims against Lessee with respect to damage to the leased premises or the Clock Tower, LLC which damage is of a type covered by a standard policy of fire and extended coverage insurance. All rights of subrogation of Lessor's and Lessee's respective fire and extended coverage insurance carriers shall be subject to this Section 17.

18. Damage or Destruction. In the event that the leased premises shall be destroyed or damaged by fire or other casualty to such extent as to render the leased premises unsuitable for the occupancy by Lessee, Lessor may at its sole option either elect to reconstruct or repair such damages or to terminate this Lease as of the date of such destruction or damage by giving written notice of such termination to Lessee. In the event Lessor shall elect to reconstruct or repair such damage but is unable to do so within ninety (90) days after the occurrence thereof, Lessee shall have the right to terminate this Lease as of the date of such damage or destruction by giving Lessor written notice of such termination within ten (10) days after the expiration of such ninety (90) day period. In any in event, the rent herein provided for shall abate during the period beginning with the date of such damage or destruction and ending upon the date which the leased premises shall again become suitable for occupancy by Lessee, unless the Lease is terminated.

19. Condemnation. In the event that more than twenty -five percent (25% of the leased premises or the common area in the Clock Tower, LLC shall be taken or condemned by a competent authority for any public use or purpose so as to render the leased premises unsuitable for occupancy by Lessee, this Lease shall terminate on the date when possession thereof shall be required for such use or purpose and the rent herein provided for shall be pro-rated to the date of such termination without apportionment of

the award for such take or condemnation, which award shall belong exclusively to Lessor.

20. Assignments. Except upon the prior written consent of Lessor, Lessee shall not assign Lessee's right under this Lease Agreement, nor sublet all or any portion of the leased premises to any other party. Any transfer of Lessee's rights under this Lease Agreement by operation of law or otherwise shall be considered a violation of this Section 20.

21. Attornment. Upon written request of Lessor, Lessee shall execute, acknowledge and deliver such instruments as may be necessary or required to:

- (a) Subordinate this Leases and Lessee's rights hereunder to the lien of any mortgage or other encumbrance on the Clock Tower, LLC or any portion thereof.
- (b) Attorn to any assignee or grantee of Lessor's interest under this Lease Agreement, and
- (c) Confirm the status of this Lease Agreement and the current right and obligations of Lessor and Lessee hereunder in the form of any estoppel certificate or otherwise.

No such subordination, attornment or estoppel shall alter the rights of Lessee under this Lease Agreement.

22. Default. Each of the following acts or omissions shall constitute a default by Lessee hereunder and a breach of this Lease Agreement:

- (a) Lessee's failure to pay any Rental or other amount due hereunder in a timely matter.
- (b) Lessee's failure to perform any other agreement or covenant herein required.
- (c) Voluntary or involuntary bankruptcy, assignment for the benefit of creditors, corporate reorganization or dissolution, or the commencement of any action or proceeding for the corporate dissolution or liquidation whether instituted by or against Lessee.

In the event of a default by Lessee, Lessor may, at Lessor's sole option, reenter and recover possession of the leased premises. In the event of such reentry, Lessor may relet the leased premises or any portion thereof to any other party upon such terms and conditions as Lessor may deem advisable. No such reentry shall release Lessee from its obligation to pay rental hereunder except that if Lessor shall relet the premises, the rental

received by Lessor upon such reletting less he costs and expenses there of shall be credited against the rental otherwise due from Lessee hereunder. No such reentry or reletting by Lessor shall be in derogation of other remedy which Lessor may have against Lessee for such default and Lessor shall be entitled to pursue any6 or all such remedies by any legal means available.

23. Termination. Upon termination of the Lease Agreement, Lessee shall:

- (a) Deliver possession of the leased premises to Lessor in as good condition as they were at the commencement date, ordinary wear and tear expected.
- (b) Leave undisturbed on the leased premises all improvements, alterations and additions made by Lessee except as otherwise agreed upon in writing by Lessor and Lessee.
- (c) Remove from the leased premises all signs, trade fixtures and other personal property of lessee and repair any damage to the leased premises arising whether directly or indirectly out of such removal.

In the event Lessee shall fail to complete the foregoing upon or before the last day of the term of this Lease Agreement and any extensions of such terms, Lessee shall pay Lessor pro-rata per diem rental based upon twice the then monthly rental rate for each day that any of the same remain uncompleted. During the final ninety (90) days of the term of this Lease Agreement or the final extension, Lessor shall have the right to place "for rent" signs on the leased premises and show the leased premises to prospective tenants at all reasonable times.

24. Holding Over. If Lessee remains in possession of the leased premises after the expiration of the term of this Lease Agreement and any extensions without exercising any option to extend or further extend such term of granted herein, Lessee shall be deemed to occupying the leased premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease Agreement insofar as the same are applicable to a month-to-month tenancy.

25. Notices. Notices required or permitted under this Lease Agreement shall be forwarded or delivered as follows: In the case of Lessee, to the leased premises; in the case of Lessor, to the address at which monthly rentals are then to be paid.

26. Security Deposit. Upon commencement of the term of this Lease, Lessee shall pay to Lessor a deposit in the amount of \$1,300.00 as security for Lessee's compliance with the terms and provisions of this Lease. In the event of any default hereunder by Lessee, in addition to any other remedies available to Lessor, Lessor may, at its option, either during or at the end of the term of this Lease and any extensions, apply all or any portion of such deposit to the payment of any unpaid rental or to compensate Lessor for any damages suffered by Lessor as the result of such default.

Upon termination of this Lease by any means after a full inspection of the premises and the application of any portion of such deposit to Lessee.

27. General Provisions. In addition to the foregoing, this Lease shall be subject to the following general terms and conditions:

- (a) No waiver by Lessor of any default shall be implied and no express waiver shall be extended beyond the default or period specified.
- (b) No term or provision of this Lease Agreement shall be construed to have been waived by Lessor unless Lessee shall have secured such waiver in writing.
- (c) The invalidity of any provision of this Lease Agreement shall not be construed so as to prejudice the enforceability of any other provision hereof.
- (d) In the event this Lease Agreement is executed by more than one person as Lessee, the obligations of such persons hereunder shall be joint and several for all intents and purposes.
- (e) This Lease Agreement and the exhibits referred to herein and attached hereto constitute the full agreement between the parties and no amendment or modification shall be effective unless made in writing and executed by all parties hereto.
- (f) Nothing herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of joint venture between the parties. It is understood and agreed that no provision of this Lease Agreement or any act of the parties has created or shall create a relationship other than that of landlord and tenant.
- (g) The terms and conditions of this Lease Agreement shall be binding upon and shall inure the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns subject only to the restrictions against assignment and subletting herein contained.

28. Extensions. Provided Lessee is not in default hereunder, Lessee shall have the option to extend the term of this Lease Agreement for 2 additional periods of 5 years, each upon the same terms and conditions as set forth in this Lease Agreement, except that Lessor shall have the right to increase the monthly Base Rent payable by Lessee as the first day of each such extension period. Provided, however, that the amount of monthly Base Rent as so increased shall not exceed the amount of monthly Base Rent payable by Lessee during the preceding Lease year by more than ten percent (10%) and the new monthly Base Rent shall be subject to further annual increase as provided for in Section 3 of this Lease. Any option to extend the term of this Lease Agreement so granted shall expire and be of no further force or effect unless Lessee shall give Lessor written notice of Lessee's intention to exercise the same not later than ninety (90) days prior to the expiration of the term of this Lease Agreement or the previous renewal term as the case may be. The expiration of any option to extend the term of this Lease Agreement shall be automatically result in the Expiration of all subsequent options to extend such terms.

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

Clock Tower, L.L.C., Lessor

By [Signature]

Title Member

Date 10/2/2021

[Signature]
Lessee

Lessee

11/2/2021
Date

Clock Tower, LLC

Columbus, NE

11/2/2021

Exhibit A

Phase I Unit 300-400

Following NA photos of Unit 300-400.

Clock Tower, LLC

Columbus, NE

11/2/2021

Lessor Finishes Exhibit B

Phase I Unit 300-400

LV Construction Bid Sheet, see attachment.

Clock Tower, LLC

Columbus, NE

11/2/2021

Lessee Finishes Exhibit C

Phase I Unit 300-400

Clock Tower, LLC

Columbus, NE

11/2/2021

Approved Contractors Exhibit D

Phase I Unit 300-400

Barcel Electric

163 S 6th Ave

Columbus, NE 68601

402-276-0279

Bierman Contracting, Inc

2560 E 29th Ave

Columbus, NE 68601

402-564-4749

LV Construction

4423 60th St

Columbus, NE 68601

402-562-8614

Emergency After Hours Contact Information

Contact 1

Name

Title

Number

Email

Contact 2

Name

Title

Number

Email

Contact 3

Name

Title

Number

Email

PERSONAL GUARANTEE

In consideration of Clock Tower, L.L.C. entering into the foregoing Clock Tower Lease Agreement and Addendum thereto, the undersigned personally and unconditionally guarantees the timely and performance of each and every obligation of the Lessee thereunder including the payment of each installment of Base Rent and Additional Rent. This Guarantee shall remain in full force and effect despite any amendment, modification, extension, or renewal of said Lease or Addendum and no waiver or modification of any requirement of said Lease or Addendum by Lessor shall operate to defeat this Guarantee or in any way diminish the obligation of the undersigned hereunder.

Dated this _____ day of _____, 20_____.

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Clock Tower, LLC

Columbus, NE

10/27/2020

Sign Criteria

(1) Individual channel letters mounted on raceway box painted to match building color

Sherwin-Williams Sandstone.

(2) Letters to be illuminated (by neon or LED).

(3) 80% maximum width signage per bay façade.

75% maximum height signage per bay façade.

(4) Logos are permitted-must fit size criteria.

(5) All signage must be approved by landlord and city prior to installation.

Landlord has final say per signage.

Clock Tower, L.L.C.
Rules and Regulations
10/27/2020

Lessee shall comply with all rules and regulations established by lessor for the use of the leased premises and the common areas.

(a) Lessee shall not place or permit any obstruction to be placed in any common area or use such area other than for travel or parking.

(b) Lessee and Lessee's employees and agents shall park personal and business vehicles only in the portion or portions of the common areas designated for such parking by Lessor.

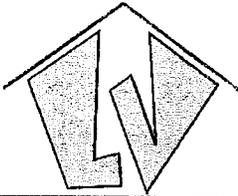
(c) Lessee shall not without first securing the written consent of Lessor, operate any amplified or other device on the leased premises which may be heard outside of the leased premises.

(d) Lessee shall not conduct any auction, distress, going out of business, sidewalk sales or the like without the prior written consent of Lessor.

(e) Lessee shall provide for pest inspections and exterminations as necessary or as requested by Lessor.

(f) Lessee shall not post any signs of any sort outside of their store without the prior written consent of Lessor.

(g) Lessee's usage of LED sign is based on Lessee's square footage in relation to Clock Tower, L.L.C. total square footage. In the case of Unit 300/400 that number is 2500 sq ft compared to 27,300 sq. ft. or .046% of the 80% of time allowed to tenants. Lessee can update signage quarterly at no charge to Lessee. Lessee may use their time on signage to advertise in any fashion so long as landlord has final say on content. Lessee may change their advertising at any time on the sign by contacting Krystal Donnelly at 402-538-3895 or krystal@barcelent.com. Changes to sign other than quarterly will be billed to Lessee at the rate of \$75.00 per hour.



CONSTRUCTION LLC

CT #400
Gutemex

4423 60th St Columbus, Ne 68601
609 Walnut St Silver Creek, Ne 68663
(402) 562 - 8614 / (402) 270 - 3425
www.lvconstructionllc.com sales@lvcehome.com
sales@lvconstructionllc.com

Name / Address
Barton Barcel 304 41 Rd 402-538-3895 bj@barcelmill.com Bellwood , Ne 68624

COPY

Estimate

Date 9/8/2021
Estimate # 001110
Terms Due on receipt

Description	Qty	Rate	Total
Remove office walls , and haul away, reset drop ceiling . Cut stripes of carpet ,remove carpet stripes ,apply commercial adhesive remover on floor to remove as much glue possible and haul away ,Install new commercial 3 bowls sink outside plumbing, make a 10' wide x 8' height opening to connect the two bays, grind the floor, apply new acrylic paint on floor , apply clear coat on floor.Install new alarm Panic Doors (PRICE NOT INCLUDE CITY PERMITS AND ANY ADDITIONAL WORK THAT THE CITY MAY REQUIRE)	1	20,870.00	20,870.00

ACCEPTED BY

Subtotal	\$20,870.00
Sales Tax (0.0%)	\$0.00
Total	\$20,870.00

From: Martin, Ashley on behalf of LCC Front Desk
Sent: Thursday, August 17, 2023 8:04 AM
To: Hiland, Brenda
Subject: FW: GUATEMEX LLC - LIQUOR LICENSE APPLICATION
Attachments: FORM 100--.pdf; DIAGRAM.pdf; FORM 102.pdf; FORM 103-.pdf; FORM 147.pdf; Business Plan.pdf; Resident Letter.pdf; ID.pdf; LEASE AGREEMENT.pdf; Application Payment.pdf

From: Estefania Hernandez <ehernandez@enterprisetaxservices.com>
Sent: Wednesday, August 16, 2023 6:05 PM
To: LCC Front Desk <LCC.frontdesk@nebraska.gov>
Cc: noeperez1030@gmail.com
Subject: GUATEMEX LLC - LIQUOR LICENSE APPLICATION

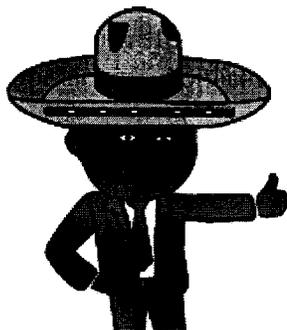
Hello,

My name is Estefania Hernandez, I work for Enterprise Tax Services LLC. I helped one of my clients with their Liquor License Application.

I am not attaching the fingerprints because the office at Grand Island held Mr. Rubi's fingerprints. They told him that they will keep them on file for the application. But if they are needed to be physically at your office, he can go grab them, so that way we can send them to you.

In this email, you will find the whole application, please feel free to contact me or the company representative if you have any questions.

Thank you in advance,
Estefania



Estefania Hernandez
CSR
Paisano Insurance LLC

4806 S 24Th St
Omaha, NE 68107
(402) 734-0260 Office
(402) 731-2217 Fax

Guatemex LLC Business Plan

Guatemex LLC is estimating to have the following sells in the next six months:

- Non-alcoholic products (food, snacks, non-alcoholic beverages, daily use items): \$108,000.00
- Alcoholic beverages (beer, wine, spirits): \$30,000.00

Alcoholic beverages will be placed in fridges apart from any food items and non-alcoholic drink products. Other items will be on shelves according to their categories and storage requirements.

Guatemex LLC is currently operating from 9:00am to 9:00pm from Mondays through Sundays.

Noe Rubi Perez

Noe Rubi Perez

Sole Member 08/16/23

7.C.1. Application of Guatemex for Noe Rubi Perez as manager in conjunction with liquor license.

**MANAGER APPLICATION
FORM 103**

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

License
Class: _____

License Number: _____



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: GUATEMEX LLC

PREMISES INFORMATION

Premises Trade Name/DBA: _____

Premises Street Address: 925 23RD ST STE 300

City: COLUMBUS County: PLATTE Zip Code: 68601

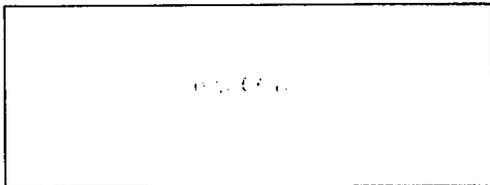
Premises Phone Number: (620) 805-1461

Premises Email address: NOERUBI1030@GMAIL.COM

Noe Rubi Perez

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



MANAGER INFORMATION

Last Name: RUBI PEREZ First Name: NOE MI: _____

Home Address: 583 E 19TH ST

City: GRAND ISLAND County: HALL Zip Code: 68801-2403

Home Phone Number: (620) 805-1461



Email address: NOEPEREZ1030@GMAIL.COM

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

YES NO

Spouse's information

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

Social Security Number: _____

Driver's License Number: _____

Date of Birth: _____ Place of Birth: _____

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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
GRAND ISLAND, NE	2019	2023			
DENVER, CO	2018	2019			
GARDEN CITY, KS	2009	2017			
SCHUYLER, NE	2007	2009			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	2019	BILFINGER WESTCOM INC	EDGAR BONILLA	720-249-7858
2020	2020	ON POWER CONSTRUCTION	ALEX	712-212-2361

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
NOE RUBI PEREZ	05/2021	CENTRAL CITY, NE	SPEEDING TICKET	GUILTY
NOE RUBI PEREZ	10/2015	ROCKS SPRING, WY	SPEEDING TICKET	GUILTY
NOE RUBI PEREZ	12/2017	WICHITA FALLS, TX	SPEEDING TICKET	GUILTY
NOE RUBI PEREZ	07/2018	NORTH PLATTE, NE	SPEEDING TICKET	GUILTY
NOE RUBI PEREZ	07/2020	SAN ANTONIO, TX	SPEEDING TICKET	GUILTY

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.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

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.

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 applicant and spouse.

Noe Rubi Perez

Signature of APPLICANT

NOE RUBI PEREZ

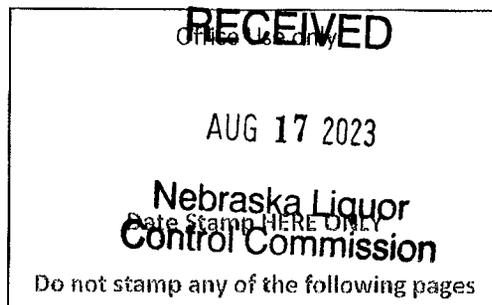
Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

**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 GUATEMEX LLC

Name of Person Being Fingerprinted: NOE PEREZ RUBI

Date fingerprints were taken: 06/29/2023

Location where fingerprints were taken: GRAND ISLAND, NE

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

Noe Rubi Perez

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

To whom it may concern,

I, Noe Rubi Perez, am not registered to vote in the State of Nebraska. The reason for this is because I am a permanent resident of the United States of America, which does not give me the ability to vote in this country.

Attached you will find a copy of my permanent resident card to proof my legal status in this country.

Thank you,

Noe Rubi Perez
08/16/23

Noe Rubi Perez

CLOCK TOWER, LLC

LEASE AGREEMENT

THIS LEASE AGREEMENT enter into this 2 day of November, 2021, by and between Clock Tower, L.L.C., a Limited Liability Company organized and existing under the laws of the state of Nebraska, Hereinafter referred to as "Lessor" and Guatemex, hereinafter referred to as "Lessee".

1. Premises and Term. Lessor, for and in consideration of the rents to be paid and Lessee's covenants and agreements, does hereby lease to Lessee 915 23rd St. Unit # 300 & 400 in the Clock Tower, LLC (as shown on Site Plan attached hereto as Exhibit "A" and made a part hereof) located on the West 234 feet of Lot 2, and all of Lots 3, 5 and 5, ~~Sie/ken~~ Second Addition to the City of Columbus, Platte County, Nebraska. Such Lease shall be for a term of 5 year, the commencement date being 11/2/2021, 2021, and the termination date being 11/2/2026, 2026.

2. Use. The Lessee shall use and occupy the leased premises for dry goods grocery store.

Lessee will not without the prior written consent of Lessor use the leased premises for any other purpose whatsoever.

3. Base Rent. In consideration of such Lease, Lessee hereby agrees to pay to Lessor at 304 41st Road, Bellwood, Nebraska, 68624 or at such other address as Lessor may hereafter designate in writing, monthly Base Rent in the amount of \$2604.17 per month payable in advance on or before the 1 day of each month during the term hereof. Provided, however, that Lessor shall have the right to increase the amount of monthly Base Rent so payable as of each anniversary of the commencement date, but no such increase shall result in a monthly Base Rent which exceeds the amount of monthly Base Rent payable during the last month of the preceding lease year by more than two and one half percent (2 ½%). The monthly Base Rent as so increase shall be payable throughout the ensuing twelve (12) month period. Any rent not paid when due shall be subject to a late charge penalty equal to ten percent (10%) of the unpaid amount. The imposition of such late charge shall not preclude Lessor from availing itself of any other remedy hereunder.

4. Additional Rent. In addition to the Base Rent payable hereunder, Lessee shall pay its proportional share of the following expenses incurred by Lessor in connection with the ownership, maintenance and operation of the Clock Tower, LLC:

- Real Estate Taxes and Assessments

- Insurance
- Common Area Maintenance

And other such expenses so incurred by Lessor, all subject to the following:

- A. Lessee's proportional share of such expense shall be that part thereof which is equal to the total of such expenses multiplied by a fraction, the numerator of which is the number of square feet in the lease premises (namely 2500 square feet) and the denominator of which is the number of leasable square feet in the part Phase 1 of 7,200 square feet and the whole of Clock Tower L. L. C. (currently 27,400 square feet). However, if Lessee's Lease year is other than a calendar year, the total amount of Additional Rent for the first and last partial calendar years included in the term of this Lease Agreement (including any extensions) shall be pro-rated accordingly.
- B. Lessee's proportional share of such expenses shall be deemed to be "Additional Rent" hereunder, subject to all of the provisions of this Lease Agreement which relate to the payment of rent. Whenever the words "rent" or "rental" are used in this Lease Agreement without further description, such words shall be both Base Rent and Additional Rent.
- C. One twelfth of the estimated annual amount of Lessee's Additional Rent for each year shall be due and payable on the same date as each monthly installment of Base Rent is due. The amount of Lessee's Additional Rental shall be estimated as of the first day of each calendar year.
- D. The estimated annual amount of Lessee's Additional Rent for each year shall be based upon the previous year's expenses, and when the actual expenses for such year are determined, Lessee shall either be entitled to a credit or be obligated to pay a deficiency. Lessee may off-set any available credit against Lessee's future obligations to pay Additional Rent. Lessee shall pay to Lessor any deficiency within thirty (30) days after notification of the amount thereof. Provided, however, that since there is currently inadequate previous year's expenses upon which to base the Additional Rent, the estimated monthly amount of Lessee's Additional Rent payable during the year 2021 is hereby established by the parties at \$ 625.00 per month, subject to adjustment as set forth above when the actual expenses for such year have been determined.
- E. The common area maintenance costs incurred by Lessor to be used in determining Lessee's Additional Rent for any year shall include, but not be limited to compensation and other costs of providing janitors, guards and other employees services, utilities, garbage collection, and those items which Lessor is responsible for under Section 7 and Section 10 of this Lease

Agreement, but none of the following expenses shall be taken into account in determining Additional Rent:

- Depreciation
- Lessor's income tax obligations
- Mortgage principal or interest payments
- Costs of new construction
- Expense related specifically to any other tenant

5. Finish Work. Lessor shall complete its portion of the finish work on the lease premises as shown on Exhibit "B" attached hereto and made a part hereof not less than 15 days prior to the commencement date. Upon Receipt of notification that Lessor's work has been completed, Lessee and its agents, contractors and workmen shall have free access to the leased premises to complete Lessee's portion of the finish work as shown on Exhibit "C" attached hereto and made a part hereof. Such work shall be at Lessee's sole risk and expense and shall become a part of the leased premises. All work shall be done in a proper workmanlike manner by contractors, subcontractors and tradesmen shown on the list of pre-approved contractors attached hereto as Exhibit "D" and made a part hereof or such other contractors, subcontractors or tradesmen as may be approved in advance in writing by Lessor. Lessee's obligation to pay rental hereunder shall commence on the commencement date whether or not Lessee's finish work shall have been completed. Provided, however, if Lessee shall open for business on the premises prior to such commencement date, Lessee shall also be obligated to pay Lessor Base Rent and Additional Rent on a pro-rata per diem basis during the interim period.

6. Signs. Lessee shall have the right at Lessee's sole risk and expense to place signs in conformity with Lessor's specification on the mansard of the leased premises. Lessee shall not place any other signs on the exterior of or outside of the lease premises without the prior written consent of Lessor. Lessee shall also have the right to advertise its business on the L.E.D. sign to be installed by Lessor at such time as the installation is complete. No such advertisement which is deemed to be objectionable in Lessor's sole judgment shall be permitted. Lessor shall allot available tenant advertising time on the L.E.D sign among Lessee and the other tenants of the Clock Tower, LLC in the same proportion as such tenants Additional Rent obligations under Section 4 of this Lease Agreement.

7. Common Areas. In addition to the use and occupancy of the leased premises Lessee shall have the right to use in common with others the parking areas, roadways, sidewalks and other common areas of the Clock Tower, LLC all as designated or modified by the Lessor from time to time. All common areas shall be under the exclusive control and management of Lessor. Subject to the provisions of Section 4 of this Lease

Agreement, the Lessor shall be responsible for the maintenance of such common areas including snow removal, cleaning, lighting and the like but no interruption of the use or maintenance of such areas for reason of repair, improvements, alterations or other cause beyond control of the Lessor shall be deemed to be an eviction or a disturbance of Lessee's use and occupancy of the leased premises, nor render the Lessor liable for damages, nor relieve the Lessee from any Lessee's covenants and agreements contained herein. Provided, however, that Lessee shall be responsible for snow removal on the sidewalk area immediately in front of the leased premises.

8. Taxes. Subject to Section 4 of this Lease Agreement, Lessor shall be responsible for the payment of all real estate taxes and assessments with respect to the Clock Tower, LLC. Lessee shall be responsible for all personal property taxes on Lessee's inventory, furniture, fixtures, equipment and leasehold improvements.

9. Lessor's improvements. Lessor reserves the right to make improvements, alterations or additions to Clock Tower, LLC at any time provided that such improvements, alterations or additions shall not be materially change the general appearance location or area of the lease premises.

10. Lessor's Maintenance. Subject to the provisions of Section 4. of this Lease Agreement, Lessor shall be responsible for the maintenance and repair of the roof, footings, foundation, structural components and exterior of the lease premises and the building in which the lease premises are situated, excluding glass and doors exposed to the exterior, signs and sign panels belonging to Lessee, and the repair of damages occasioned by the negligence of intentional act of Lessee or Lessee's agents or employees.

11. Lessee's Maintenance. Except for the responsibilities assigned to Lessor under Section 10 of this Lease Agreement, Lessee shall be responsible for the maintenance and repair of the leased premises, including, but not limited to, plate glass, interior and exterior doors, heating and air condition equipment, and all plumbing and electrical fixtures and equipment. Provided, however, that lessee shall be entitled to the benefit of any available guarantees or warranties on such fixtures and equipment. Lessee shall maintain the lease premises in substantially the same condition as the year commencement of the term of this Lease Agreement ordinary wear and tear excepted, and shall return the lease premises to Lessor in such condition at the termination of the term hereof and any extensions of such term. Except as shown on Exhibit "C", Lessee shall not make any alterations or additions to the lease premises without the prior written consent of Lessor. Any such alterations or additions shown on Exhibit "C" or otherwise consented to shall be carried out at the sole risk and expense of Lessee in a proper workmanlike manner using contractors, subcontractors and tradesman listed on Exhibit "D" attached hereto and made a part hereof or such other contractors, subcontractors, or tradesmen as may be approved in advance, in writing by Lessor. All such improvements

shall become and remain a part of the leased premises unless otherwise agreed upon in writing between Lessor and Lessee.

12. Utility Charges. Lessee shall pay all utility charges including sewer and water fees attributable to the leased premises during the term of this Lease Agreement and any extensions of such term. No interruption of such utility services beyond control of Lessor shall be deemed to be an eviction or a disturbance of the Lessee's use and occupancy of the leased premises, nor render the Lessor liable for damages, nor relieve the Lessee the rent to be paid or any other obligation of Lessee hereunder. Separate metering for the leased premises for all such utilities shall be installed at no expense to Lessee. Provided, however, that Lessee shall be responsible for the cost of all interior wiring and other changes made in connection with providing telephone services.

13. Prohibited Uses. The lessee shall not commit or permit waste on the leased premises or any of the common areas of the Clock Tower, LLC. The Lessee shall not use such leased premises or common areas in any manner which shall constitute a public or private nuisance or shall in any way be in violation of this Lease Agreement or any applicable ordinance, law or governmental regulation. Lessee shall not dispose of any hazardous substances on or near the Clock Tower, LLC property, nor commit any other act thereon which will increase the cost of insurance or result in the contamination of the property, ground water or the environment.

14. Lessor's Entry. The Lessor and its agents shall have the right to enter the leased premises at any reasonable time for the purpose of inspecting the same, for the purpose of doing anything that may be required or permitted under this Lease Agreement, or for the purpose of doing anything the Lessee may be required to do and shall fail to do. In the event it is necessary for the Lessor to make any repairs that Lessee is responsible for, but which Lessee has failed to make, the Lessor shall not be liable for any loss or damage that Lessee may suffer as the result of such action. Provided that such loss or damage is reasonable under the circumstances. The cost of such repairs shall be payable by Lessee to Lessor within five (5) days after Lessee's receipt of notice of the amount thereof.

15. Rules. Lessee shall comply with all Rules and Regulations established by Lessor from time to time for the use of the leased premises and the common areas. Lessee hereby acknowledges receipt of a copy of the current Rules and Regulations dated Oct. 27, 2020. Lessor shall have the right to make reasonable modifications and additions to such Rules and Regulations from time to time in Lessor's sole discretion. Lessor shall notify Lessee in writing of any changes in such Rules and Regulations or any additions thereto not less than ten (10) days prior to the effective date thereof.

16. Indemnification and Insurance. Lessee agrees to indemnify and hold Lessor harmless from any and all claims or demands for loss or damage to property or for injury

or death to any person from any cause whatsoever while in, upon or about the leased premises or the sidewalks adjacent thereto during the term of this Lease Agreement and any extensions. Lessee agrees to take out and maintain with a reputable insurance company at Lessess's expense public liability insurance against property damage or personal injury growing out of the use of, or occurring on or about the leased premises with not less than \$1,000,000 single limit coverage. Lessor shall be named as a co-insured on all such policies and shall be entitled to a certificate of the insurer showing said coverage to be in effect. Lessee shall also at its own expense procure and maintain with a company acceptable to Lessor, insurance against loss of any property owned or kept by it on the leased premises.

17. Lessee's Property. All property of the Lessee which may be on or about the leased premises shall be at the risk and responsibility of Lessee. Lessee waived and releases all claims against Lessor with respect to damage to property owned by Lessee or in the custody of Lessee on or about the leased premises which damage is of a type covered by a standard policy of fire and extended coverage insurance. Lessor waived and release all claims against Lessee with respect to damage to the leased premises or the Clock Tower, LLC which damage is of a type covered by a standard policy of fire and extended coverage insurance. All rights of subrogation of Lessor's and Lessee's respective fire and extended coverage insurance carriers shall be subject to this Section 17.

18. Damage or Destruction. In the event that the leased premises shall be destroyed or damaged by fire or other casualty to such extent as to render the leased premises unsuitable for the occupancy by Lessee, Lessor may at its sole option either elect to reconstruct or repair such damages or to terminate this Lease as of the date of such destruction or damage by giving written notice of such termination to Lessee. In the event Lessor shall elect to reconstruct or repair such damage but is unable to do so within ninety (90) days after the occurrence thereof, Lessee shall have the right to terminate this Lease as of the date of such damage or destruction by giving Lessor written notice of such termination within ten (10) days after the expiration of such ninety (90) day period. In any in event, the rent herein provided for shall abate during the period beginning with the date of such damage or destruction and ending upon the date which the leased premises shall again become suitable for occupancy by Lessee, unless the Lease is terminated.

19. Condemnation. In the event that more than twenty -five percent (25% of the leased premises or the common area in the Clock Tower, LLC shall be taken or condemned by a competent authority for any public use or purpose so as to render the leased premises unsuitable for occupancy by Lessee, this Lease shall terminate on the date when possession thereof shall be required for such use or purpose and the rent herein provided for shall be pro-rated to the date of such termination without apportionment of

the award for such take or condemnation, which award shall belong exclusively to Lessor.

20. Assignments. Except upon the prior written consent of Lessor, Lessee shall not assign Lessee's right under this Lease Agreement, nor sublet all or any portion of the leased premises to any other party. Any transfer of Lessee's rights under this Lease Agreement by operation of law or otherwise shall be considered a violation of this Section 20.

21. Attornment. Upon written request of Lessor, Lessee shall execute, acknowledge and deliver such instruments as may be necessary or required to:

- (a) Subordinate this Leases and Lessee's rights hereunder to the lien of any mortgage or other encumbrance on the Clock Tower, LLC or any portion thereof.
- (b) Attorn to any assignee or grantee of Lessor's interest under this Lease Agreement, and
- (c) Confirm the status of this Lease Agreement and the current right and obligations of Lessor and Lessee hereunder in the form of any estoppel certificate or otherwise.

No such subordination, attornment or estoppel shall alter the rights of Lessee under this Lease Agreement.

22. Default. Each of the following acts or omissions shall constitute a default by Lessee hereunder and a breach of this Lease Agreement:

- (a) Lessee's failure to pay any Rental or other amount due hereunder in a timely matter.
- (b) Lessee's failure to perform any other agreement or covenant herein required.
- (c) Voluntary or involuntary bankruptcy, assignment for the benefit of creditors, corporate reorganization or dissolution, or the commencement of any action or proceeding for the corporate dissolution or liquidation whether instituted by or against Lessee.

In the event of a default by Lessee, Lessor may, at Lessor's sole option, reenter and recover possession of the leased premises. In the event of such reentry, Lessor may relet the leased premises or any portion thereof to any other party upon such terms and conditions as Lessor may deem advisable. No such reentry shall release Lessee from its obligation to pay rental hereunder except that if Lessor shall relet the premises, the rental

received by Lessor upon such reletting less the costs and expenses there of shall be credited against the rental otherwise due from Lessee hereunder. No such reentry or reletting by Lessor shall be in derogation of other remedy which Lessor may have against Lessee for such default and Lessor shall be entitled to pursue any6 or all such remedies by any legal means available.

23. Termination. Upon termination of the Lease Agreement, Lessee shall:

- (a) Deliver possession of the leased premises to Lessor in as good condition as they were at the commencement date, ordinary wear and tear expected.
- (b) Leave undisturbed on the leased premises all improvements, alterations and additions made by Lessee except as otherwise agreed upon in writing by Lessor and Lessee.
- (c) Remove from the leased premises all signs, trade fixtures and other personal property of lessee and repair any damage to the leased premises arising whether directly or indirectly out of such removal.

In the event Lessee shall fail to complete the foregoing upon or before the last day of the term of this Lease Agreement and any extensions of such terms, Lessee shall pay Lessor pro-rata per diem rental based upon twice the then monthly rental rate for each day that any of the same remain uncompleted. During the final ninety (90) days of the term of this Lease Agreement or the final extension, Lessor shall have the right to place "for rent" signs on the leased premises and show the leased premises to prospective tenants at all reasonable times.

24. Holding Over. If Lessee remains in possession of the leased premises after the expiration of the term of this Lease Agreement and any extensions without exercising any option to extend or further extend such term of granted herein, Lessee shall be deemed to occupying the leased premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease Agreement insofar as the same are applicable to a month-to-month tenancy.

25. Notices. Notices required or permitted under this Lease Agreement shall be forwarded or delivered as follows: In the case of Lessee, to the leased premises; in the case of Lessor, to the address at which monthly rentals are then to be paid.

26. Security Deposit. Upon commencement of the term of this Lease, Lessee shall pay to Lessor a deposit in the amount of \$1,300.00 as security for Lessee's compliance with the terms and provisions of this Lease. In the event of any default hereunder by Lessee, in addition to any other remedies available to Lessor, Lessor may, at its option, either during or at the end of the term of this Lease and any extensions, apply all or any portion of such deposit to the payment of any unpaid rental or to compensate Lessor for any damages suffered by Lessor as the result of such default.

Upon termination of this Lease by any means after a full inspection of the premises and the application of any portion of such deposit to Lessee.

27. General Provisions. In addition to the foregoing, this Lease shall be subject to the following general terms and conditions:

- (a) No waiver by Lessor of any default shall be implied and no express waiver shall be extended beyond the default or period specified.
- (b) No term or provision of this Lease Agreement shall be construed to have been waived by Lessor unless Lessee shall have secured such wiver in writing.
- (c) The invalidity of any provision of this Lease Agreement shall not be construed so as to prejudice the enforceability of any other provision hereof.
- (d) In the event this Lease Agreement is executed by more than one person as Lessee, the obligations of such persons hereunder shall be joint and several for all intents and purposes.
- (e) This Lease Agreement and the exhibits referred to herein and attached hereto constitute the full agreement between the parties and no amendment or modification shall be effective unless made in writing and executed by all parties hereto.
- (f) Nothing herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of joint venture between the parties. It is understood and agreed that no provision of this Lease Agreement or any act of the parties has created or shall create a relationship other than that of landlord and tenant.
- (g) The terms and conditions of this Lease Agreement shall be binding upon and shall inure the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns subject only to the restrictions against assignment and subletting herein contained.

28. Extensions. Provided Lessee is not in default hereunder, Lessee shall have the option to extend the term of this Lease Agreement for 2 additional periods of 5 years, each upon the same terms and conditions as set forth in this Lease Agreement, except that Lessor shall have the right to increase the monthly Base Rent payable by Lessee as the first day of each such extension period. Provided, however, that the amount of monthly Base Rent as so increased shall not exceed the amount of monthly Base Rent payable by Lessee during the preceding Lease year by more than ten percent (10%) and the new monthly Base Rent shall be subject to further annual increase as provided for in Section 3 of this Lease. Any option to extend the term of this Lease Agreement so granted shall expire and be of no further force or effect unless Lessee shall give Lessor written notice of Lessee's intention to exercise the same not later than ninety (90) days prior to the expiration of the term of this Lease Agreement or the previous renewal term as the case may be. The expiration of any option to extend the term of this Lease Agreement shall be automatically result in the Expiration of all subsequent options to extend such terms.

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

Clock Tower, L.L.C., Lessor

By [Signature]

Title Member

Date 10/2/2021

[Signature]
Lessee

Lessee

11/2/2021
Date

Clock Tower, LLC

Columbus, NE

11/2/2021

Exhibit A

Phase I Unit 300-400

Following NA photos of Unit 300-400.

Clock Tower, LLC

Columbus, NE

11/2/2021

Lessor Finishes Exhibit B

Phase I Unit 300-400

LV Construction Bid Sheet, see attachment.

Clock Tower, LLC

Columbus, NE

11/2/2021

Lessee Finishes Exhibit C

Phase I Unit 300-400

Clock Tower, LLC

Columbus, NE

11/2/2021

Approved Contractors Exhibit D

Phase I Unit 300-400

Barcel Electric

163 S 6th Ave

Columbus, NE 68601

402-276-0279

Bierman Contracting, Inc

2560 E 29th Ave

Columbus, NE 68601

402-564-4749

LV Construction

4423 60th St

Columbus, NE 68601

402-562-8614

Emergency After Hours Contact Information

Contact 1

Name

Title

Number

Email

Contact 2

Name

Title

Number

Email

Contact 3

Name

Title

Number

Email

PERSONAL GUARANTEE

In consideration of Clock Tower, L.L.C. entering into the foregoing Clock Tower Lease Agreement and Addendum thereto, the undersigned personally and unconditionally guarantees the timely and performance of each and every obligation of the Lessee thereunder including the payment of each installment of Base Rent and Additional Rent. This Guarantee shall remain in full force and effect despite any amendment, modification, extension, or renewal of said Lease or Addendum and no waiver or modification of any requirement of said Lease or Addendum by Lessor shall operate to defeat this Guarantee or in any way diminish the obligation of the undersigned hereunder.

Dated this _____ day of _____, 20_____.

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Clock Tower, LLC

Columbus, NE

10/27/2020

Sign Criteria

(1) Individual channel letters mounted on raceway box painted to match building color

Sherwin-Williams Sandstone.

(2) Letters to be illuminated (by neon or LED).

(3) 80% maximum width signage per bay façade.

75% maximum height signage per bay façade.

(4) Logos are permitted-must fit size criteria.

(5) All signage must be approved by landlord and city prior to installation.

Landlord has final say per signage.

Clock Tower, L.L.C.
Rules and Regulations
10/27/2020

Lessee shall comply with all rules and regulations established by lessor for the use of the leased premises and the common areas.

(a) Lessee shall not place or permit any obstruction to be placed in any common area or use such area other than for travel or parking.

(b) Lessee and Lessee's employees and agents shall park personal and business vehicles only in the portion or portions of the common areas designated for such parking by Lessor.

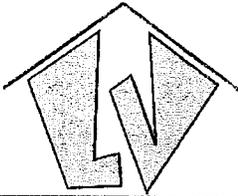
(c) Lessee shall not without first securing the written consent of Lessor, operate any amplified or other device on the leased premises which may be heard outside of the leased premises.

(d) Lessee shall not conduct any auction, distress, going out of business, sidewalk sales or the like without the prior written consent of Lessor.

(e) Lessee shall provide for pest inspections and exterminations as necessary or as requested by Lessor.

(f) Lessee shall not post any signs of any sort outside of their store without the prior written consent of Lessor.

(g) Lessee's usage of LED sign is based on Lessee's square footage in relation to Clock Tower, L.L.C. total square footage. In the case of Unit 300/400 that number is 2500 sq ft compared to 27,300 sq. ft. or .046% of the 80% of time allowed to tenants. Lessee can update signage quarterly at no charge to Lessee. Lessee may use their time on signage to advertise in any fashion so long as landlord has final say on content. Lessee may change their advertising at any time on the sign by contacting Krystal Donnelly at 402-538-3895 or krystal@barcelent.com. Changes to sign other than quarterly will be billed to Lessee at the rate of \$75.00 per hour.



CONSTRUCTION LLC

CT #400
Gutemex

4423 60th St Columbus, Ne 68601
609 Walnut St Silver Creek, Ne 68663
(402) 562 - 8614 / (402) 270 - 3425
www.lvconstructionllc.com sales@lvcehome.com
sales@lvconstructionllc.com

Name / Address
Barton Barcel
304 41 Rd
402-538-3895
bj@barcelmill.com
Bellwood , Ne 68624

COPY

Estimate

Date 9/8/2021
Estimate # 001110
Terms Due on receipt

Description	Qty	Rate	Total
Remove office walls , and haul away, reset drop ceiling . Cut stripes of carpet ,remove carpet stripes ,apply commercial adhesive remover on floor to remove as much glue possible and haul away ,Install new commercial 3 bowls sink outside plumbing, make a 10' wide x 8' height opening to connect the two bays, grind the floor, apply new acrylic paint on floor , apply clear coat on floor.Install new alarm Panic Doors (PRICE NOT INCLUDE CITY PERMITS AND ANY ADDITIONAL WORK THAT THE CITY MAY REQUIRE)	1	20,870.00	20,870.00

ACCEPTED BY

Subtotal	\$20,870.00
Sales Tax (0.0%)	\$0.00
Total	\$20,870.00

From: Martin, Ashley on behalf of LCC Front Desk
Sent: Thursday, August 17, 2023 8:04 AM
To: Hiland, Brenda
Subject: FW: GUATEMEX LLC - LIQUOR LICENSE APPLICATION
Attachments: FORM 100--.pdf; DIAGRAM.pdf; FORM 102.pdf; FORM 103-.pdf; FORM 147.pdf; Business Plan.pdf; Resident Letter.pdf; ID.pdf; LEASE AGREEMENT.pdf; Application Payment.pdf

From: Estefania Hernandez <ehernandez@enterprisetaxservices.com>
Sent: Wednesday, August 16, 2023 6:05 PM
To: LCC Front Desk <LCC.frontdesk@nebraska.gov>
Cc: noeperez1030@gmail.com
Subject: GUATEMEX LLC - LIQUOR LICENSE APPLICATION

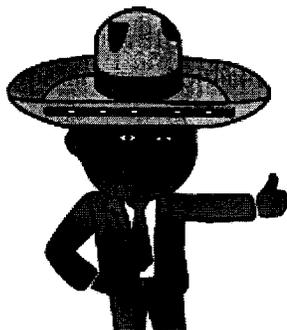
Hello,

My name is Estefania Hernandez, I work for Enterprise Tax Services LLC. I helped one of my clients with their Liquor License Application.

I am not attaching the fingerprints because the office at Grand Island held Mr. Rubi's fingerprints. They told him that they will keep them on file for the application. But if they are needed to be physically at your office, he can go grab them, so that way we can send them to you.

In this email, you will find the whole application, please feel free to contact me or the company representative if you have any questions.

Thank you in advance,
Estefania



Estefania Hernandez
CSR
Paisano Insurance LLC

4806 S 24Th St
Omaha, NE 68107
(402) 734-0260 Office
(402) 731-2217 Fax

Guatemex LLC Business Plan

Guatemex LLC is estimating to have the following sells in the next six months:

- Non-alcoholic products (food, snacks, non-alcoholic beverages, daily use items): \$108,000.00
- Alcoholic beverages (beer, wine, spirits): \$30,000.00

Alcoholic beverages will be placed in fridges apart from any food items and non-alcoholic drink products. Other items will be on shelves according to their categories and storage requirements.

Guatemex LLC is currently operating from 9:00am to 9:00pm from Mondays through Sundays.

Noe Rubi Perez

Noe Rubi Perez

Sole Member 08/16/23

7.D. Public hearing - Consider resolution authorizing purchase of Aquatic Center property from Platte County Agricultural Society (1783 10th Avenue).

NOTICE OF PUBLIC HEARING

You are hereby notified that a public hearing before the Mayor and Council of the City of Columbus, NE, will be held on Monday, September 18, 2023, at 6 p.m. in the Community Building, Community Room, 2500 14 St, Columbus, NE. This hearing will concern the adoption of a resolution authorizing the City to purchase the Aquatic Center building and property from the Platte County Agricultural Society. Said property is located at 1783 10 Avenue, Columbus, NE 68601 and is more legally described as follows:

A track of land located in the SW1/4 of the NE1/4, of Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska, described as follows:

Commencing at the NW corner of the SW1/4 of the NE1/4, of Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the west line of the NE1/4 of said Section 20 to have a bearing of N 0°00'00" E; thence S 0°00'00" W, on said west line, 176.10 feet; thence S 89°58'30" E, 33.00 feet, to the point of beginning; thence continuing S 89°58'30" E, 403.00 feet; then S 0°00'00" W, and parallel with the west line of the NE1/4, said Section 20, 175.50 feet; thence N 89°58'30" W, 403 feet, to a point 33.00 feet east of said west line of the NE1/4, as described by a survey by James McMeekin dated 9/18/82; thence N 0°00'00" E, and parallel with said west line of the NE1/4, 175.50 feet, to the point of beginning, containing 1.62 acres, more or less, and also including any land between this tract and the east right-of-way line of 10th Avenue.

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

City of Columbus, NE
Janelle Kline, City Clerk

Publish: 09:07:23
Two Affidavits of Publication

7.D.1. Resolution No. R23-124 authorizing purchase of Aquatic Center property.

RESOLUTION NO. R23-124

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AFTER NOTICE AND PUBLIC HEARING THEREON, AUTHORIZING THE PURCHASE OF THE AQUATIC CENTER BUILDING AND PROPERTY LOCATED AT 1783 10TH AVENUE, COLUMBUS, NEBRASKA 68601, FROM THE PLATTE COUNTY AGRICULTURAL SOCIETY.

BE IT RESOLVED, by the mayor and council of the City of Columbus, Nebraska that the City may acquire by purchase the aquatic center building and property located at 1783 10th Avenue, Columbus, NE 68601, which is more legally described as follows:

A track of land located in the SW1/4 of the NE1/4, of Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska, described as follows:

Commencing at the NW corner of the SW1/4 of the NE1/4, of Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the west line of the NE1/4 of said Section 20 to have a bearing of N 0°00'00" E; thence S 0°00'00" W, on said west line, 176.10 feet; thence S 89°58'30" E, 33.00 feet, to the point of beginning; thence continuing S 89°58'30" E, 403.00 feet; then S 0°00'00" W, and parallel with the west line of the NE1/4, said Section 20, 175.50 feet; thence N 89°58'30" W, 403 feet, to a point 33.00 feet east of said west line of the NE1/4, as described by a survey by James McMeekin dated 9/18/82; thence N 0°00'00" E, and parallel with said west line of the NE1/4, 175.50 feet, to the point of beginning, containing 1.62 acres, more or less, and also including any land between this tract and the east right-of-way line of 10th Avenue.

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

This resolution is passed by action taken in a public meeting after notice and public hearing.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

7.D.2. Resolution No. R23-125 approving purchase agreement with Platte County Agricultural Society in the amount of \$60 for Aquatic Center property.

RESOLUTION NO. R23-125

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PURCHASE AGREEMENT IN THE AMOUNT OF \$60 WITH THE PLATTE COUNTY AGRICULTURAL SOCIETY FOR THE PURCHASE OF THE AQUATIC CENTER BUILDING AND PROPERTY LOCATED AT 1783 10TH AVENUE, COLUMBUS, NE 68601, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the purchase agreement in the amount of \$60 with Platte County Agricultural Society, a not-for-profit corporation in the State of Nebraska, for the purchase and acquisition of the aquatic center building and property located at 1783 10th Avenue, Columbus, NE 68601, a copy of which is hereto attached and incorporated herein by this reference, is hereby approved; and, the mayor is hereby authorized, directed, and empowered to the same on behalf of the City of Columbus, Nebraska.

BE IT FURTHER RESOLVED that this purchase is contingent upon the approval of said purchase agreement and sale by the Platte County Agricultural Society Board.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of *Columbus*

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: September 14, 2023

TO: Mayor and City Council Members

FROM: Tara Vasicek, City Administrator 

RE: Purchase of land where Aquatic Center is located

RECOMMENDATION:

Adopt the resolution to approve the purchase of the land the Columbus Aquatic Center is located.

DISCUSSION:

In February, the Mayor and I initiated discussions with the Platte County Agricultural Society regarding the land which is currently leased by the City for the Columbus Aquatic Center. In 1983 the Ag Society and City entered into an agreement for the lease of real estate to construct an indoor swimming pool, today that land is where the Columbus Aquatic Center now sits. The lease term is 99 years, \$1.00 per year.

The Ag Board was informed that the City would like to continue to offer the amenity of the indoor pool at the Columbus Aquatic Center to residents and visitors. In light of a future, potential sale of the Ag Park land, we requested the Platte County Agricultural Society consider selling the land to the City at the price of the lease balance (\$60). The Ag Board and Platte County Board of Commissioners both agreed to the sale. The city attorney drafted the purchase agreement. The City will provide the legal and technical materials necessary to cause a plat to be finalized and a sale to be finalized and pay all closing costs associated with the sale.

FISCAL IMPACT:

\$60 plus closing costs.



PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (hereinafter referred to as the "Agreement"), is made and entered into as of the dates indicated below, by and between the Platte County Agricultural Society, a not-for-profit corporation in the State of Nebraska (hereinafter referred to as the "Seller"), and the City of Columbus, a municipal corporation in the State of Nebraska (hereinafter referred to as "Buyer").

1. **SALE.** Seller shall sell and convey, and Buyer shall purchase, all that certain plot, piece, and parcel of land, that is situated, lying and being in Platte County, Nebraska (hereinafter referred to as "Property") and which is more particularly and legally described as follows:

A track of land located in the SW1/4 of the NE1/4, of Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska, described as follows:

Commencing at the NW corner of the SW1/4 of the NE1/4, of Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the west line of the NE1/4 of said Section 20 to have a bearing of N 0°00'00" E; thence S 0°00'00" W, on said west line, 176.10 feet; thence S 89°58'30" E, 33.00 feet, to the point of beginning; thence continuing S 89°58'30" E, 403.00 feet; then S 0°00'00" W, and parallel with the west line of the NE1/4, said Section 20, 175.50 feet; thence N 89°58'30" W, 403 feet, to a point 33.00 feet east of said west line of the NE1/4, as described by a survey by James McMeekin dated 9/18/82; thence N 0°00'00" E, and parallel with said west line of the NE1/4, 175.50 feet, to the point of beginning, containing 1.62 acres, more or less, and also including any land between this tract and the east right-of-way line of 10th Avenue.

This Property has a street address of: 1783 10th Avenue, Columbus, NE 68601.

No personal property is included in this purchase, unless otherwise stated herein.

2. **PURCHASE PRICE AND PAYMENTS.** Buyer shall pay the sum of Sixty Dollars and Zero Cents (\$60.00) to the Seller. Buyer agrees in consideration of its purchase of the Property it shall pay such sum in good funds (i.e., cashier's check, money order, case, or certified bank draft / electronic transfer) in the following manner:

- Sixty Dollars and Zero Cents (\$60.00) on the date of closing.

3. **CLOSING AND POSSESSION OF PROPERTY.** The closing of this transaction is scheduled to take place on the ____ day of _____, 2023. Closing will be at a location as will be mutually agreed upon by the parties. The date, time, and location of closing may be amended by the Agreement of both parties. Buyer shall be responsible for the entirety of all the closing costs, documentary tax for the deed, and title insurance; and, Buyer shall pay those at or before closing. Upon closing Seller shall furnish Buyer a Warranty Deed conveying marketable title to the Property. Buyer is entitled to exclusive possession of the Property

effective immediately upon closing. Prior to closing, Buyer shall continue to have possession of and access to the Property pursuant to the Lease Agreement of the parties dated on or about April 23rd, 1983.

4. **TAX ASSESSMENTS.** Any and all real estate taxes, liens, and special assessments assessed against the real estate for 2022 and all prior years will be paid in full by the Seller prior to closing. Seller and Buyer agree that any property taxes for the tax year of 2023 shall be prorated as of the date of closing. Real estate taxes will be prorated based on the Platte County Assessor's current evaluation, and the most recently certified mail levy as of the date of proration. Any special assessment currently assessed or which may become assessed after the date of this Agreement but prior to the closing date will be paid by the Seller prior to closing. Buyer assumes all assessments and special taxes subsequent to the closing date.

5. **PROPERTY INSURANCE.** Buyer is currently leasing the Property pursuant to a Lease Agreement of the parties dated on or about April 23rd, 1983. Buyer has been providing insurance for the Property and agrees to continue to provide insurance for the Property through closing.

6. **TERMINATION.** Buyer may terminate this contract with or without cause. In the event Buyer desires to terminate this Agreement, it shall provide five (5) days written notice to Seller.

7. **UTILITIES.** Buyer is currently leasing the Property pursuant to a Lease Agreement of the parties dated on or about April 23rd, 1983, and Buyer currently pays for all utilities and expenses for the building and Property. Buyer will continue to be responsible for all utilities incurred prior to closing. Buyer shall be responsible for all utilities incurred after closing.

8. **PROPERTY CONDITION DISCLOSURE STATEMENT AND LEAD-BASED PAINT DISCLOSURE.** Buyer acknowledges that there is no property disclosure statement as required under Neb. Rev. Stat. § 76-2,120 because this property is not residential; and, further, that no lead based paint disclosure and lead based hazards form is required.

9. **MARKETABLE TITLE AND TITLE INSURANCE.** Seller represents that it is the sole legal owner of the Property. Seller agrees to convey good and marketable title, free of any and all encumbrances, except standard easements, restrictions, and utility easements of record to the Property to Buyer by Warranty Deed upon closing. The Parties shall secure an owner's policy from 10 County Title protecting Buyer to the full amount of the purchase price hereunder against loss and damage by reason of defect in the title of Seller in the Property or by reason of prior liens and encumbrances not assumed by the Buyer under this Agreement. Said title insurance and said Owner's policy shall be procured by the parties as soon as reasonably possible. Buyer shall be responsible for the costs of the title commitment. Seller agrees it shall not further encumber this Property during the term of this Agreement. If impermissible defects are shown (which are not otherwise considered/addressed in this Agreement), then Seller shall be given notice and a reasonable amount of time to cure said defects. If the impermissible title defects are not able to be cured, Buyer may elect to cancel and terminate this Agreement, and in such a situation the Agreement shall be considered void. The Title Standards issued by the Nebraska State Bar Association in effect as of the date of execution of this Agreement by both parties shall serve as a guide when resolving any dispute with respect to real estate title.

10. **NOTICES.** Notices, demands, or requests made between Buyer and Seller must be in writing and may be delivered in person or sent by first class mail to:

- Buyer at:
 - o City of Columbus
Attn: City Administrator
2424 14th Street
Columbus, Nebraska, 68601
- Seller at:
Platte County Agricultural Society
Attn: Chairman
822 15th Street
Columbus, NE 68601

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 (3rd) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as shown above.

11. **TIME OF THE ESSENCE.** Time is of the essence in this matter.

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

13. **CONTINGENCY.** This Agreement and the sale of the Property are subject to approval by the Platte County Agricultural Society Board and by the City Council of the City of Columbus after all statutorily requirements are met, and, if required, public hearings are held.

14. **MODIFICATION OF AGREEMENT.** This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

15. **AUTHORIZATION.** The Parties execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the Parties and does not conflict with, result in a violation of, or constitute a default under any provision of any Agreement or other instrument binding upon the Parties, with any law, regulation, or court order that is applicable to the parties in any way.

16. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date which all Parties have signed and approved this Agreement.

17. **SEVERABILITY.** Invalidation of any one or more of the provisions of this Agreement by judgment or court order shall in no way affect any other provisions of the Agreement and all which other provisions shall remain in full force and effect.

18. **CAPTION HEADINGS.** Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.

19. **SINGULARS / PLURALS / CONTEXT:** Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words “shall” and “will” are mandatory, and the word “may” is permissive.

20. **MERGER AND INTEGRATION CLAUSE.** This Agreement contains the entire Agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings with respect thereto.

*****Remainder of Page Left Intentionally Blank*****

IN WITNESS WHEREOF, the Buyer executed this Agreement effective this _____ day of _____, 2023:

City of Columbus:

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

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

IN WITNESS WHEREOF, the Seller has executed this Agreement effective this _____ day of _____, 2023:

Platte County Agricultural Society:

By: Gregg Melliger as Chairman of and
authorized agent for the Platte County
Agricultural Society

*****Remainder of Page Left Intentionally Blank*****

STATE OF NEBRASKA)
)ss.
COUNTY OF PLATTE)

Before me, a notary public, qualified for said county, personally came Gregg Melliger as Chairman of and authorized agent for the Platte County Agricultural Society, a not-for-profit corporation in the State of Nebraska, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this ___ day of _____, 2023.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF PLATTE)

Before me, a notary public, qualified for said county, personally came James B. Bulkley, as Mayor of and on behalf of the City of Columbus, a municipal corporation, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this ___ day of _____, 2023.

Notary Public

*****Remainder of Page Left Intentionally Blank*****

7.E. Public hearing - Property tax request for 2023-2024.

City of Columbus
IN
Platte County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 18 day of September 2023, at 5:15 o'clock P.M., at City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2021-2022 Actual Disbursements & Transfers	\$	100,238,307.00
2022-2023 Actual/Estimated Disbursements & Transfers	\$	107,253,824.00
2023-2024 Proposed Budget of Disbursements & Transfers	\$	89,958,549.00
2023-2024 Necessary Cash Reserve	\$	63,719,074.00
2023-2024 Total Resources Available	\$	153,677,623.00
Total 2023-2024 Personal & Real Property Tax Requirement	\$	6,701,493.42
Unused Budget Authority Created For Next Year	\$	240,007.22

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$	6,701,493.42
Personal and Real Property Tax Required for Bonds	\$	-

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 18 day of September 2023, at 6:00 o'clock P.M., at City Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2022	2023	Change
Operating Budget	126,562,743.00	89,958,549.00	-29%
Property Tax Request	\$ 6,366,005.08	\$ 6,701,493.42	5%
Valuation	2,019,761,372	2,290,193,749	13%
Tax Rate	0.315186	0.292617	-7%
Tax Rate if Prior Tax Reque	0.277968		

7.E.1. Resolution No. R23-126 setting the property tax request at \$6,701,493.42.

RESOLUTION NO. R23-126

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SETTING THE 2023-2024 PROPERTY TAX REQUEST AT \$6,701,493.42.

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the governing body passes by a majority vote a resolution or ordinance setting the tax request; and

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

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

1. The 2023-2024 property tax request be set at \$6,701,493.42 for the General Fund and \$-0- for the Bond Fund for a total of \$6,701,493.42.
2. The total assessed value of property differs from last year's total assessed value by 13.9 percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$0.277968 per \$100 of assessed value.
4. The City of Columbus proposes to adopt a property tax request that will cause its tax rate to be \$0.292617 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Columbus will be decreased from last year's budget by 28.92 percent.
6. A copy of this resolution will be certified and forwarded to the county clerk on or before October 15, 2023.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES - Included in Consent Agenda

10. REPORTS OF COUNCIL COMMITTEES - None

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION - None

13. NEW BUSINESS

13.A. Application of James Ferguson for preliminary plat of Deerfield Park Townhouse 2nd Subdivision (38th Street east of 26th Avenue). (Planning Commission recommends approval.)

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, NE, will be held on Monday, August 21, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the preliminary plat of Deerfield Park Townhouse 2nd Subdivision, a parcel of land located in lots 1-9, Deerfield Park Townhouse Addition to the City of Columbus, Platte County, NE (38 St east of 26 Ave) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NE
Janelle Kline, City Clerk

Publish: 08:10:23
Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: July 5, 2023
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Deerfield Park Townhouse 2nd Subdivision – Preliminary Plat

RECOMMENDATION:

I recommend the approval of the preliminary plat of Deerfield Park Townhouse 2nd Subdivision as it is amenable with the adjacent land use, and is in accordance with the Unified Land Development Ordinance.

DISCUSSION:

The subdivision divides the 9 lots of Deerfield Park Townhouse Addition into 18 lots for purposes of building additional number of townhomes. The lots west of this subdivision, Deerfield Park 1st Subdivision, Lots 10 and 11 were split into 4 lots for this purpose as a minor plat. Each townhome will have separate water and sewer service lines.

FISCAL IMPACT:

None.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

**MAJOR APPLICATION
FOR SUBDIVISION OR ADDITION
PRELIMINARY PLAT / FINAL
(CIRCLE ONE)**

DATE: _____

NAME OF SUBDIVISION: _____

NAME OF PROPERTY OWNER: _____

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: _____

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: _____

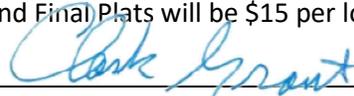
PHONE NUMBER: _____

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: _____

NUMBER OF LOTS IN SUBDIVISION: _____

ADDRESS OF SUBDIVISION: _____

I hereby apply for a Major Subdivision / Addition and have paid \$300.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.



Owner or Owner's Representative

Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney

Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com

MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS

UNIFIED LAND DEVELOPMENT ORDINANCE

3-4 Major Subdivisions

a. Applicability

The Major Subdivision procedures apply to all subdivisions which are not approved or eligible for approval under the Administrative or Minor Subdivision procedures.

b. Stages in the Approval Process

The approval process for Major Subdivisions consists of three stages: the pre-application stage, the preliminary plat approval stage, and the final plat approval stage. The preliminary plat stage and final plat stage may occur concurrently.

c. Pre-Application Procedures

1. Before filing an application for preliminary plat approval, the applicant shall meet with the Administrative Official and representatives of the Planning Commission regarding general requirements and issues relating to the proposed subdivision.
 1. Pre-application meetings will be held on the second Wednesday morning following the first Monday of each month. Applicants must make a written request for a pre-application meeting prior to the first Wednesday following the first Monday of each month.
2. Three days prior to the pre-application meeting, the applicant shall submit an approved electronic format concept plan. The concept plan shall include:
 - (a) An aerial location map showing the relationship of the proposed subdivision to existing and proposed streets, public facilities, special flood hazard areas, waters of the US, wetlands, airport runway protection zones (if applicable) and any other features or areas which may affect the development.
 - (b) A schematic plan illustrating the proposed layout of streets, lots, blocks, public utilities, stormwater treatment facilities and other features and their relationship to existing and proposed site topography for the total proposed development area.
3. Within ten working days of the pre-application meeting, the Administrative Official shall inform the applicant of the consistency of the concept plan with the objectives and policies of the city's Comprehensive Development and Long Range Transportation Plan and Unified Land Development Ordinance.

MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS UNIFIED LAND DEVELOPMENT ORDINANCE

4. The pre-application meeting does not require a formal application or payment of a fee.

d. Preliminary Plat Application

1. Application Requirements

After the pre-application meeting, the applicant shall prepare and submit an application for preliminary plat approval. The application for preliminary plat approval shall be submitted electronically through the City's website application submittal platform. The application shall consist of a form established by the Engineering Department; the supporting documents required for Major Subdivisions in Table 3-1; a commitment to enter into a subdivision agreement set forth in paragraph 2 hereinafter; a Certificate of Title prepared by a State of Nebraska Licensed Registered Abstractor verifying the ownership of said property, all lienholders and real estate tax payment status; and payment of a fee, the amount of which shall be determined by the City Council. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the next available Planning Commission Agenda.

2. Draft Development Agreement

The preliminary plat application shall include a draft of a development agreement provided by the Administrative Official following a format established by the Engineering Department. The development agreement establishes the mutual responsibilities of City and subdivider, including financing of public improvements; the nature of performance bonds and guarantees that the developer will offer; and the maximum amount of bonded indebtedness to be incurred if public improvements are financed through an Improvement District as provided in State Law.

3. Preliminary Plat Review Procedure

- (a) After submission of a complete application for a preliminary plat, the Administrative Official and staff shall review the application. As part of the review, the developer will circulate the application to local utilities, the school district in which the subdivision is located, public safety agencies, and any other applicable provider of public services. The Developer shall furnish the Administrative Official with proof that a copy of the preliminary plat was delivered to the affected school district and local utilities.
- (b) The applicant will be allowed time to provide additional information after staff review of the Preliminary Plat Application. Such additional information must be provided a minimum of 10 calendar days before the Planning Commission Meeting. Failure to provide the required additional information may result in the application being continued to a future meeting.

MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS UNIFIED LAND DEVELOPMENT ORDINANCE

(c) The Administrative Official shall submit a written recommendation for action to the Planning Commission.

4. Planning Commission and City Council Action

(a) The Planning Commission, following at least ten days published notice, shall hold a public hearing on each Major Subdivision and, following such public hearing, shall take action on the application. The Planning Commission may recommend approval, conditional approval, or denial of the preliminary plat to the City Council.

(b) Following action by the Planning Commission, the Commission shall submit minutes summarizing the Commission's action to the City Council.

(c) The City Council, upon receipt of the recommendation of the Planning Commission, shall take action on the application.

(d) Approval of a preliminary plat by the City Council shall not constitute approval of a final plat. The approval shall be considered an expression of conditional approval to guide the preparation of a final plat, to be considered subsequently by approving authorities. The preliminary approval shall confer upon the applicant the following rights:

(1)The general terms and conditions under which the plat was approved will not change.

(2) The applicant may submit for approval a final plat for the whole or a part of the preliminary plat on or before the expiration date of the preliminary approval.

(3) The preliminary plat approval shall stay in force for a period of two years from the date of approval by the City Council. The City Council may, at its discretion, establish a longer effective date for the preliminary plat approval. The City Council also may grant extensions to the effective period of a preliminary plat.

(4) Phased Subdivisions: The final plat may be submitted in phases. The initial phase of the final plat must be submitted according to the effective dates established in Section (3) above. In the event of a phased subdivision if indicated by the Developer at the time of submission and included in the initial phase Development Agreement, the initial preliminary plat approval remains effective for a period not to exceed five years, unless otherwise extended by the City Council.

e. Final Plat Application Process

1. Application Requirements

MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS UNIFIED LAND DEVELOPMENT ORDINANCE

The applicant shall prepare and submit an application for final plat approval within two years of the preliminary plat approval unless an extension has been granted by the City Council. The application for final plat approval shall be submitted through the City's website application submittal platform. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the next available Planning Commission Agenda. In order to attempt for the final application to be considered the next month after the preliminary plat obtained approval, the application submittal shall be at least nineteen (19) calendar days before the Planning Commission meeting. Meeting this submittal deadline does not guarantee placement on the next Planning Commission Agenda as it is subject to receipt of all items. The application shall consist of a form established by the Engineering Department; the supporting documents required for Final Plat Approval of Major Subdivisions Table 3-1; a final subdivision agreement as required by paragraph 2 hereinafter; a final plat of all lots, blocks and parcels that are affected by the application prepared by a State of Nebraska Licensed Surveyor, and payment of a fee, the amount of which shall be determined by the City Council. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the Planning Commission Agenda. The applicant shall notify the Board of Education of each school district in which the subdivision is located of the Planning Commission meeting at which such plat is to be considered and shall further submit a copy of the proposed final plat to the Board of Education at least ten days prior to such meeting. The developer shall furnish the Administrative Official with proof that a copy of the final plat was delivered.

2. Final Development Agreement

The Final Plat application shall include the Final Development Agreement to be executed between the City and the applicant. The terms of this agreement shall be acted upon with the action on the Final Plat. The developers attorney shall work with the City's attorney to obtain approval. Developer signature of the Final Development Agreement must be obtained and to the City no later than 6 calendar days prior to the Planning Commission meeting acting on the Final Plat.

3. Final Plat Review Procedures

- (a) After submission of a complete application for a final plat, the Administrative Official and staff shall review the application. This includes the mutual approval of the final development agreement between the developers attorney and city attorney, including the developers signature and notary, resolution and deed of dedication.
- (b) The applicant will be allowed time to provide additional information after staff review of the Final Plat Application. Such additional information must be provided 10 calendar days before the Planning Commission Meeting. Failure to provide the required additional information may result in the application being continued to a future meeting.
- (c) The Administrative Official shall submit a written recommendation for action to the Planning Commission.

4. Performance Bond

MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS UNIFIED LAND DEVELOPMENT ORDINANCE

The development agreement shall specify the amount of the performance bond for public improvements to be filed prior to receiving final plat approval or, alternatively, shall contain a statement that required improvements have been satisfactorily completed. The performance bond, if required, must be presented in a form satisfactory to the City Attorney prior to final approval of the subdivision.

5. Resolution and Deed of Dedication

The applicant shall be responsible for preparing and furnishing in proper form a Resolution approving said final plat for execution by the City, and if said Addition is being brought into the corporate limits of the City or includes any dedication of public right-of-way or easements, said applicant shall prepare and furnish in proper form a Deed of Dedication for said Addition, along with a Resolution accepting the same, for execution by the City.

6. Final Plat Approval

(a) The Planning Commission, following transmittal of the written recommendation of the Administrative Official, shall hold a public hearing to review the final plat for consistency with the approved preliminary plat and for compliance with the Unified Land Development Ordinance and other applicable local, state or federal statutes and regulations. Unless the Planning Commission agrees to recommend approval of said plat subject to contingencies, all deficiencies or contingencies or changes identified through the Preliminary Plat approval process are required to be made prior to the Planning Commission Meeting or need to be addressed in the Subdivision Agreement. If the final plat meets all requirements of the Unified Land Development Ordinance, has satisfied all requirements of the Engineering Department, has met the conditions, if any, upon which preliminary plat approval was based and is substantially consistent with the terms of the preliminary plat approval, the Commission shall have no recourse but to recommend approval of the final plat. If the Planning Commission finds in its review that the submitted final plat is not substantially consistent with the preliminary plat, it shall take action to recommend approval or denial to the City Council.

(b) Following such public hearing, the Commission shall submit minutes on the final plat to the City Council. If said addition is adjoining or contiguous to the corporate limits, then following said public hearing, the Planning Commission shall hold a separate public hearing for which at least ten days published notice must be given, on the inclusion of the addition within the corporate limits. Following such public hearing, the Planning Commission shall take action to recommend approval or denial thereof to the City Council.

(c) The City Council, following at least ten days published notice, shall hold a public hearing on each final plat and on the development agreement. Following such public hearing shall take final action by way of resolution on the application. Any contingencies, deficiencies or changes attached to the preliminary plat approval and/or requirements of the Engineering Department must be completed prior to the final plat

MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS UNIFIED LAND DEVELOPMENT ORDINANCE

approval. If said addition is adjoining or contiguous to the corporate limits, then following said public hearing on the final plat, if the final plat is approved, the City Council shall hold a separate public hearing for which at least ten days published notice has been given, on the inclusion of the addition within the corporate limits. Following such public hearing, the City Council shall take final action by way of resolution.

(d) The City Council is further empowered to grant waivers of a section of the Subdivision Chapter after a waiver request has received a recommendation from the Planning Commission.

f. Filing the Final Plat

- a. Following City Council approval of a Final Plat that received a prior recommendation from the Planning Commission, the Chair of the Planning Commission and the Mayor of the City of Columbus shall sign the final plat which shall be a reproducible mylar of the subdivision plat.
 - b. Applicant shall provide an electronic version of the final plat in an approved electronic format within four calendar day of the City Council approval.
 - c. Applicant shall provide the City a complete signed original, reproducible final plat within fourteen (14) calendar days of City Council approval.
4. The subdivider must file the plat with the Platte County Register of Deeds along with all applicable covenants and other documents within 90 calendar days of the execution of the plat by the Chair of the Planning Commission and the Mayor in accordance with state statute.

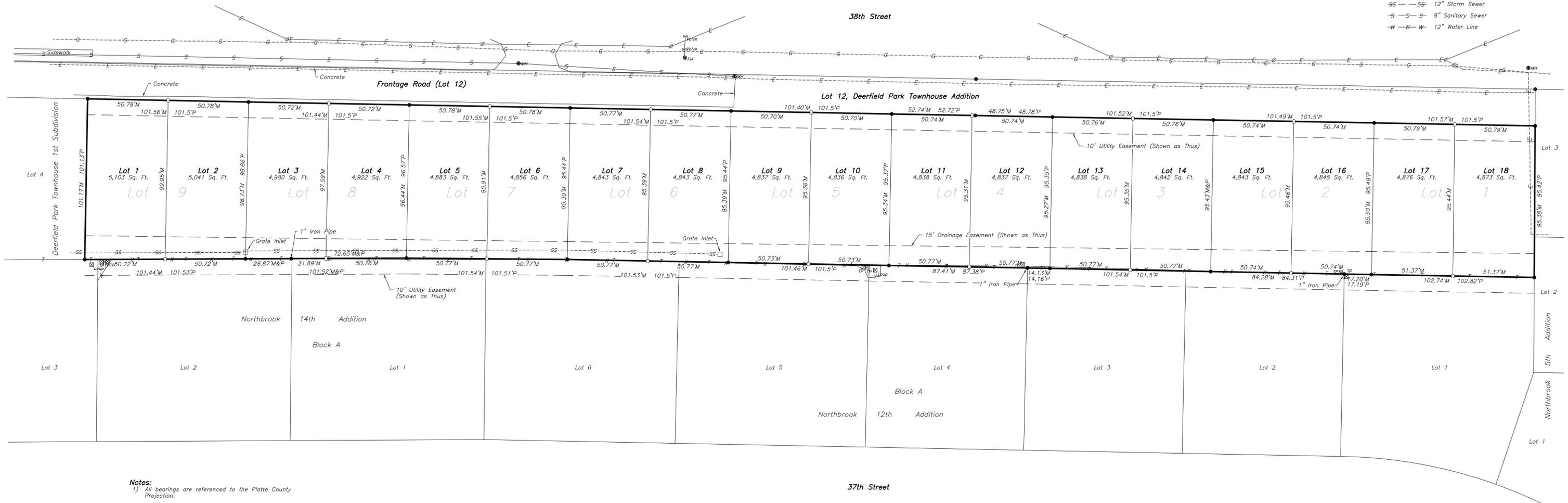
Owner:
Ferguson Properties Inc.
3154 18th Avenue #9
Columbus, NE 68601
(402) 563-0199

Surveyor:
Thomas A. Tremel
Tremel Surveying Inc.
#1 Driftwood Drive
Columbus, NE 68601

PRELIMINARY PLAT
DEERFIELD PARK TOWNHOUSE 2ND SUBDIVISION
OF LOTS 1-9 OF DEERFIELD PARK TOWNHOUSE ADDITION
TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA



- LEGEND-**
- Found 5/8" Rebar w/ Plastic Survey Cap (Unless Otherwise Noted)
 - Set 5/8" x 24" Rebar w/ Plastic Survey Cap
 - M Measured This Survey
 - P Plat Distance
 - ⊕ Valve
 - ⊙ Power Pole
 - MH Manhole
 - E—E—E— Overhead Electric
 - X—X—X— Fence
 - T—T—T— Underground Telephone
 - E—E—E— Underground Electric
 - G—G—G— Underground Gas
 - SS—SS—SS— 12" Storm Sewer
 - S—S—S— 8" Sanitary Sewer
 - W—W—W— 12" Water Line



Notes:
1) All bearings are referenced to the Platte County Projection.
2) Present and the proposed zoning is GR.
3) This property is shown on FIRM Map, No. 3114100330E, Effective Date: April 19, 2010. Located in Flood Plain Zone X.

Description:
Lots 1-9, Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska.

Surveyor's Statement:
I, Thomas A. Tremel, a Registered Land Surveyor in the State of Nebraska, hereby state that this survey was conducted as per state law under my direct supervision and is correct to the best of my knowledge and belief.

Thomas A. Tremel
Thomas A. Tremel, L.S. #455
March 3, 2023



PLANNING COMMISSION:
This Preliminary Plat of Deerfield Park Townhouse 2nd Subdivision to the City of Columbus, Platte County, Nebraska, was approved by the Planning Commission on

Day of _____
Chairman

CITY COUNCIL:
This Preliminary Plat of Deerfield Park Townhouse 2nd Subdivision to the City of Columbus, Platte County, Nebraska, was approved by the City Council on

Day of _____
Mayor City Clerk

PRELIMINARY PLAT

DEERFIELD PARK TOWNHOUSE 2ND SUBD. LOTS 1-9, DEERFIELD PK TOWNHOUSE ADD COLUMBUS, PLATTE COUNTY, NEBRASKA			
TMT DRAWN	TMT/CJN SURVEYED	02/27/2023 DATE	
No. 1 Driftwood Drive - Columbus, NE 68601 Phone (402) 563-4589 - Fax (402) 563-3922			

Utilities:
Call 800.642.8434 for the actual location of the utilities before digging.
No Privated Utilities were located unless otherwise shown.
Water/Sewer - City of Columbus (As shown)
Gas - Black Hills Energy (As shown)
Cable TV - Spectrum (Clear/No Conflict)
Telephone - Frontier Communications (Clear/No Conflict)
Telephone - Allo Communications LLC (As shown)
Electric - Loup River Public Power District (As Shown)

13.B. Public hearing - Application of James Ferguson for final plat of Deerfield Park
Townhouse 2nd Subdivision (38th Street east of 26th Avenue). (Continued from the August
21, 2023, meeting.) (Planning Commission recommends approval.)

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, NE, will be held on Monday, August 21, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the final plat and development agreement Deerfield Park Townhouse 2nd Subdivision, a parcel of land located in lots 1-9, Deerfield Park Townhouse Addition to the City of Columbus, Platte County, NE (38 St east of 26 Ave) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NE
Janelle Kline, City Clerk

Publish: 08:10:23
Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: July 5, 2023
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Deerfield Park Townhouse 2nd Subdivision - Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Deerfield Park Townhouse 2nd Subdivision as it is consistent with the Preliminary Plat.

DISCUSSION:

The subdivision divides the 9 lots of Deerfield Park Townhouse Addition into 18 lots for purposes of building additional number of townhomes. The lots west of this subdivision, Deerfield Park 1st Subdivision, Lots 10 and 11 were split into 4 lots for this purpose as a minor plat. Each townhome will have separate water and sewer service lines.

FISCAL IMPACT:

None.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

**MAJOR APPLICATION
FOR SUBDIVISION OR ADDITION
PRELIMINARY PLAT / FINAL**
(CIRCLE ONE)

DATE: _____

NAME OF SUBDIVISION: _____

NAME OF PROPERTY OWNER: _____

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: _____

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: _____

PHONE NUMBER: _____

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: _____

NUMBER OF LOTS IN SUBDIVISION: _____

ADDRESS OF SUBDIVISION: _____

I hereby apply for a Major Subdivision / Addition and have paid \$300.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.



Owner or Owner's Representative

Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney

Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com

MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS

UNIFIED LAND DEVELOPMENT ORDINANCE

3-4 Major Subdivisions

a. Applicability

The Major Subdivision procedures apply to all subdivisions which are not approved or eligible for approval under the Administrative or Minor Subdivision procedures.

b. Stages in the Approval Process

The approval process for Major Subdivisions consists of three stages: the pre-application stage, the preliminary plat approval stage, and the final plat approval stage. The preliminary plat stage and final plat stage may occur concurrently.

c. Pre-Application Procedures

1. Before filing an application for preliminary plat approval, the applicant shall meet with the Administrative Official and representatives of the Planning Commission regarding general requirements and issues relating to the proposed subdivision.
 1. Pre-application meetings will be held on the second Wednesday morning following the first Monday of each month. Applicants must make a written request for a pre-application meeting prior to the first Wednesday following the first Monday of each month.
2. Three days prior to the pre-application meeting, the applicant shall submit an approved electronic format concept plan. The concept plan shall include:
 - (a) An aerial location map showing the relationship of the proposed subdivision to existing and proposed streets, public facilities, special flood hazard areas, waters of the US, wetlands, airport runway protection zones (if applicable) and any other features or areas which may affect the development.
 - (b) A schematic plan illustrating the proposed layout of streets, lots, blocks, public utilities, stormwater treatment facilities and other features and their relationship to existing and proposed site topography for the total proposed development area.
3. Within ten working days of the pre-application meeting, the Administrative Official shall inform the applicant of the consistency of the concept plan with the objectives and policies of the city's Comprehensive Development and Long Range Transportation Plan and Unified Land Development Ordinance.

MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS UNIFIED LAND DEVELOPMENT ORDINANCE

4. The pre-application meeting does not require a formal application or payment of a fee.

d. Preliminary Plat Application

1. Application Requirements

After the pre-application meeting, the applicant shall prepare and submit an application for preliminary plat approval. The application for preliminary plat approval shall be submitted electronically through the City's website application submittal platform. The application shall consist of a form established by the Engineering Department; the supporting documents required for Major Subdivisions in Table 3-1; a commitment to enter into a subdivision agreement set forth in paragraph 2 hereinafter; a Certificate of Title prepared by a State of Nebraska Licensed Registered Abstractor verifying the ownership of said property, all lienholders and real estate tax payment status; and payment of a fee, the amount of which shall be determined by the City Council. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the next available Planning Commission Agenda.

2. Draft Development Agreement

The preliminary plat application shall include a draft of a development agreement provided by the Administrative Official following a format established by the Engineering Department. The development agreement establishes the mutual responsibilities of City and subdivider, including financing of public improvements; the nature of performance bonds and guarantees that the developer will offer; and the maximum amount of bonded indebtedness to be incurred if public improvements are financed through an Improvement District as provided in State Law.

3. Preliminary Plat Review Procedure

- (a) After submission of a complete application for a preliminary plat, the Administrative Official and staff shall review the application. As part of the review, the developer will circulate the application to local utilities, the school district in which the subdivision is located, public safety agencies, and any other applicable provider of public services. The Developer shall furnish the Administrative Official with proof that a copy of the preliminary plat was delivered to the affected school district and local utilities.
- (b) The applicant will be allowed time to provide additional information after staff review of the Preliminary Plat Application. Such additional information must be provided a minimum of 10 calendar days before the Planning Commission Meeting. Failure to provide the required additional information may result in the application being continued to a future meeting.

MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS UNIFIED LAND DEVELOPMENT ORDINANCE

(c) The Administrative Official shall submit a written recommendation for action to the Planning Commission.

4. Planning Commission and City Council Action

(a) The Planning Commission, following at least ten days published notice, shall hold a public hearing on each Major Subdivision and, following such public hearing, shall take action on the application. The Planning Commission may recommend approval, conditional approval, or denial of the preliminary plat to the City Council.

(b) Following action by the Planning Commission, the Commission shall submit minutes summarizing the Commission's action to the City Council.

(c) The City Council, upon receipt of the recommendation of the Planning Commission, shall take action on the application.

(d) Approval of a preliminary plat by the City Council shall not constitute approval of a final plat. The approval shall be considered an expression of conditional approval to guide the preparation of a final plat, to be considered subsequently by approving authorities. The preliminary approval shall confer upon the applicant the following rights:

(1)The general terms and conditions under which the plat was approved will not change.

(2) The applicant may submit for approval a final plat for the whole or a part of the preliminary plat on or before the expiration date of the preliminary approval.

(3) The preliminary plat approval shall stay in force for a period of two years from the date of approval by the City Council. The City Council may, at its discretion, establish a longer effective date for the preliminary plat approval. The City Council also may grant extensions to the effective period of a preliminary plat.

(4) Phased Subdivisions: The final plat may be submitted in phases. The initial phase of the final plat must be submitted according to the effective dates established in Section (3) above. In the event of a phased subdivision if indicated by the Developer at the time of submission and included in the initial phase Development Agreement, the initial preliminary plat approval remains effective for a period not to exceed five years, unless otherwise extended by the City Council.

e. Final Plat Application Process

1. Application Requirements

MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS UNIFIED LAND DEVELOPMENT ORDINANCE

The applicant shall prepare and submit an application for final plat approval within two years of the preliminary plat approval unless an extension has been granted by the City Council. The application for final plat approval shall be submitted through the City's website application submittal platform. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the next available Planning Commission Agenda. In order to attempt for the final application to be considered the next month after the preliminary plat obtained approval, the application submittal shall be at least nineteen (19) calendar days before the Planning Commission meeting. Meeting this submittal deadline does not guarantee placement on the next Planning Commission Agenda as it is subject to receipt of all items. The application shall consist of a form established by the Engineering Department; the supporting documents required for Final Plat Approval of Major Subdivisions Table 3-1; a final subdivision agreement as required by paragraph 2 hereinafter; a final plat of all lots, blocks and parcels that are affected by the application prepared by a State of Nebraska Licensed Surveyor, and payment of a fee, the amount of which shall be determined by the City Council. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the Planning Commission Agenda. The applicant shall notify the Board of Education of each school district in which the subdivision is located of the Planning Commission meeting at which such plat is to be considered and shall further submit a copy of the proposed final plat to the Board of Education at least ten days prior to such meeting. The developer shall furnish the Administrative Official with proof that a copy of the final plat was delivered.

2. Final Development Agreement

The Final Plat application shall include the Final Development Agreement to be executed between the City and the applicant. The terms of this agreement shall be acted upon with the action on the Final Plat. The developers attorney shall work with the City's attorney to obtain approval. Developer signature of the Final Development Agreement must be obtained and to the City no later than 6 calendar days prior to the Planning Commission meeting acting on the Final Plat.

3. Final Plat Review Procedures

- (a) After submission of a complete application for a final plat, the Administrative Official and staff shall review the application. This includes the mutual approval of the final development agreement between the developers attorney and city attorney, including the developers signature and notary, resolution and deed of dedication.
- (b) The applicant will be allowed time to provide additional information after staff review of the Final Plat Application. Such additional information must be provided 10 calendar days before the Planning Commission Meeting. Failure to provide the required additional information may result in the application being continued to a future meeting.
- (c) The Administrative Official shall submit a written recommendation for action to the Planning Commission.

4. Performance Bond

MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS UNIFIED LAND DEVELOPMENT ORDINANCE

The development agreement shall specify the amount of the performance bond for public improvements to be filed prior to receiving final plat approval or, alternatively, shall contain a statement that required improvements have been satisfactorily completed. The performance bond, if required, must be presented in a form satisfactory to the City Attorney prior to final approval of the subdivision.

5. Resolution and Deed of Dedication

The applicant shall be responsible for preparing and furnishing in proper form a Resolution approving said final plat for execution by the City, and if said Addition is being brought into the corporate limits of the City or includes any dedication of public right-of-way or easements, said applicant shall prepare and furnish in proper form a Deed of Dedication for said Addition, along with a Resolution accepting the same, for execution by the City.

6. Final Plat Approval

(a) The Planning Commission, following transmittal of the written recommendation of the Administrative Official, shall hold a public hearing to review the final plat for consistency with the approved preliminary plat and for compliance with the Unified Land Development Ordinance and other applicable local, state or federal statutes and regulations. Unless the Planning Commission agrees to recommend approval of said plat subject to contingencies, all deficiencies or contingencies or changes identified through the Preliminary Plat approval process are required to be made prior to the Planning Commission Meeting or need to be addressed in the Subdivision Agreement. If the final plat meets all requirements of the Unified Land Development Ordinance, has satisfied all requirements of the Engineering Department, has met the conditions, if any, upon which preliminary plat approval was based and is substantially consistent with the terms of the preliminary plat approval, the Commission shall have no recourse but to recommend approval of the final plat. If the Planning Commission finds in its review that the submitted final plat is not substantially consistent with the preliminary plat, it shall take action to recommend approval or denial to the City Council.

(b) Following such public hearing, the Commission shall submit minutes on the final plat to the City Council. If said addition is adjoining or contiguous to the corporate limits, then following said public hearing, the Planning Commission shall hold a separate public hearing for which at least ten days published notice must be given, on the inclusion of the addition within the corporate limits. Following such public hearing, the Planning Commission shall take action to recommend approval or denial thereof to the City Council.

(c) The City Council, following at least ten days published notice, shall hold a public hearing on each final plat and on the development agreement. Following such public hearing shall take final action by way of resolution on the application. Any contingencies, deficiencies or changes attached to the preliminary plat approval and/or requirements of the Engineering Department must be completed prior to the final plat

MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS UNIFIED LAND DEVELOPMENT ORDINANCE

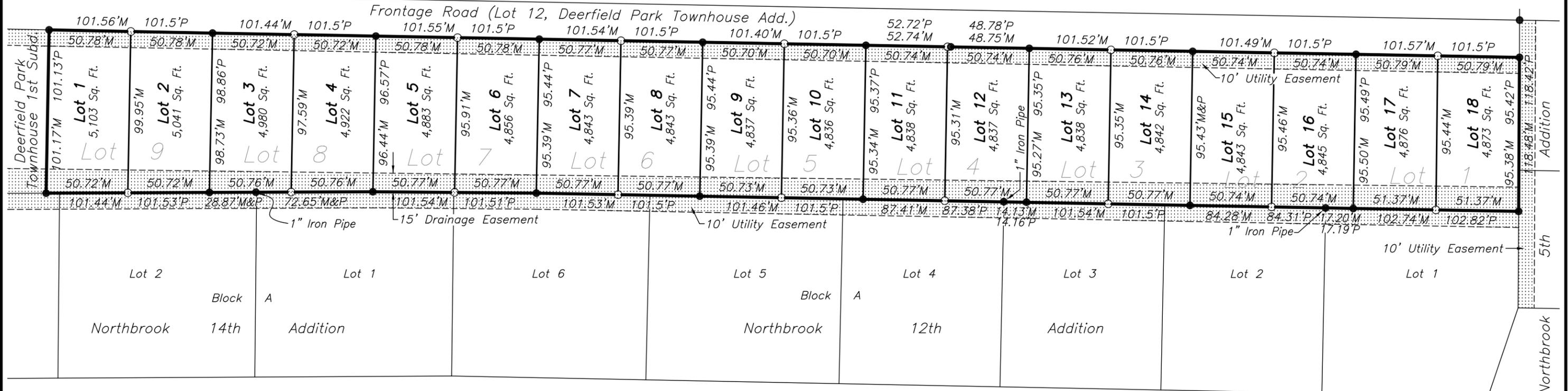
approval. If said addition is adjoining or contiguous to the corporate limits, then following said public hearing on the final plat, if the final plat is approved, the City Council shall hold a separate public hearing for which at least ten days published notice has been given, on the inclusion of the addition within the corporate limits. Following such public hearing, the City Council shall take final action by way of resolution.

(d) The City Council is further empowered to grant waivers of a section of the Subdivision Chapter after a waiver request has received a recommendation from the Planning Commission.

f. Filing the Final Plat

- a. Following City Council approval of a Final Plat that received a prior recommendation from the Planning Commission, the Chair of the Planning Commission and the Mayor of the City of Columbus shall sign the final plat which shall be a reproducible mylar of the subdivision plat.
 - b. Applicant shall provide an electronic version of the final plat in an approved electronic format within four calendar day of the City Council approval.
 - c. Applicant shall provide the City a complete signed original, reproducible final plat within fourteen (14) calendar days of City Council approval.
4. The subdivider must file the plat with the Platte County Register of Deeds along with all applicable covenants and other documents within 90 calendar days of the execution of the plat by the Chair of the Planning Commission and the Mayor in accordance with state statute.

FINAL PLAT
DEERFIELD PARK TOWNHOUSE 2ND SUBDIVISION
 OF LOTS 1-9, DEERFIELD PARK TOWNHOUSE ADDITION
 TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA
38th Street

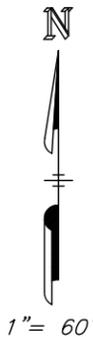


Owner:
 Ferguson Properties Inc.
 3154 18th Avenue #9
 Columbus, NE 68601
 (402) 563-0199

Surveyor:
 Thomas A. Tremel
 Tremel Surveying, Inc.
 #1 Driftwood Drive
 Columbus, NE 68601

- Notes:**
- 1.) All bearings are reference to the Platte County Projection.
 - 2.) Present and the proposed zoning is GR.
 - 3.) This property is shown on FIRM Map, No. 31141C0330E; Effective Date: April 19, 2010. Located in Flood Plain Zone X.

Description:
 Lots 1-9, Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska.



-Legend-

- Found 5/8" Rebar W/ Plastic Survey Cap (Unless Otherwise Noted)
- Set 5/8" x 24" Rebar w/ Plastic Survey Cap
- × Computed Location
- M Measured this Survey
- P Plat Measurement

Surveyor's Statement:

I, Thomas A. Tremel, a Registered Land Surveyor in the State of Nebraska, hereby state that this survey was conducted as per state law under my direct supervision and is correct to the best of my knowledge and belief.

Thomas A. Tremel
 Thomas A. Tremel, L.S. #455
 March 3, 2023



School Board:

This Final Plat of Deerfield Park Townhouse 2nd Subdivision to the City of Columbus, Platte County, Nebraska, was approved by Columbus School District

on _____ Day of _____, 2023.

Secretary _____

President _____

Planning Commission:

This Final Plat of Deerfield Park Townhouse 2nd Subdivision to the City of Columbus, Platte County, Nebraska, was approved by the Planning Commission

on _____ Day of _____, 2023.

Chairman _____

City Council:

This Final Plat of Deerfield Park Townhouse 2nd Subdivision to the City of Columbus, Platte County, Nebraska, was approved by

Resolution _____ by the City Council

on _____ Day of _____, 2023.

Mayor _____

City Clerk _____

FINAL PLAT

DEERFIELD PARK TWH 2ND SUBD.
LOTS 1-9 DEERFIELD PARK TWH ADD
COLUMBUS, PLATTE COUNTY, NE

TMT	TMT/CJN	03/02/2023
DRAWN	SURVEYED	DATE



No. 1 Driftwood Drive - Columbus, NE 68601
 Phone (402) 563-4589 - Fax (402) 563-3922

13.B.1. Resolution No. R23-127 approving final plat and subdivision agreement.

RESOLUTION NO. R23-127

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: LOTS 1 THROUGH 9, DEERFIELD PARK TOWNHOUSE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, HEREINAFTER TO BE KNOWN AS DEERFIELD PARK TOWNHOUSE 2ND SUBDIVISION OF LOTS 1 THROUGH 9, DEERFIELD PARK TOWNHOUSE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN FERGUSON PROPERTIES INC., AND THE CITY OF COLUMBUS, SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF FERGUSON PROPERTIES, INC., CONCERNING SAID SUBDIVISION, INCLUDING PROVIDING FOR THE PUBLIC IMPROVEMENTS NECESSARY TO SERVE THE PROPERTY.

WHEREAS, Ferguson Properties, Inc., a Nebraska Corporation, and Dirk M. Wagner and Kris J. Wagner, husband and wife, are the owners of real estate described as follows:

Lots 1 through 9, Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska,

all of which is presently a tract of land which is within the corporate city limits and is within the zoning jurisdiction of the City of Columbus, Nebraska; and

WHEREAS, said owner has laid out said land into lots and roadways, with appropriate utility easement areas under the name of Deerfield Park Townhouse 2nd Subdivision of Lots 1 through 9 Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska, and

WHEREAS, said owner has caused an accurate plat thereof to be made, designating explicitly the land so laid out and particularly describing the lots and easement areas belonging to such Subdivision, all as provided by law, a copy of which plat is attached hereto, and

WHEREAS, said owner has executed an instrument of dedication of the utilities easements and drainage easements to the use and benefit of the public, all as provided by law, said instrument being attached to said plat, and

WHEREAS, said plat has attached thereon a certificate of a competent land surveyor certifying the same as provided by law, and said plat and deed of dedication in no way changes the present zoning classification of the area included therein, and

WHEREAS, the plat referred to herein is the plat bearing the certificate of Thomas A. Tremel, Registered Land Surveyor, under the date of August 11, 2023, which plat has been heretofore approved by the Columbus Planning Commission, and

WHEREAS, said owner has agreed to pay all costs necessary to extend water and sewer mains to serve Deerfield Park Townhouse 2nd Subdivision of Lots 1 through 9 Deerfield Park Townhouse Addition and to pay all costs for laying such water and sewer mains with the Subdivision itself.

WHEREAS, said proposed Subdivision and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the City Engineer and Platte County School District No. 71-0001-00, Columbus, Nebraska; and

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of approving the final plat; and

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of Deerfield Park Townhouse 2nd Subdivision of Lots 1 through 9 Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska; and

WHEREAS, the Mayor and City Council have held a public hearing on the approval of the Final Plat of said Subdivision and following such public hearing, and having heard all persons appearing at such hearing, approved said Final Plat; and

WHEREAS, said owners have executed a Development Agreement setting forth the duties and responsibilities of the owner/developer concerning said Subdivision, including providing for the public improvements necessary to serve the property, and the same is hereby approved.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication for Deerfield Park Townhouse 2nd Subdivision of Lots 1 through 9 Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska be and the same is hereby accepted, and the plat thereof be and the same hereby is approved as provided by law, and that the Mayor and Clerk be and hereby are authorized and instructed to endorse such approval on said original plat and that the area carry the classification heretofore assigned it as "R-2" (Two-Family Residential) zone according to the Zoning Regulations of the City of Columbus, Nebraska; that Deerfield Park Townhouse 2nd Subdivision of Lots 1 through 9 Deerfield Park Townhouse Addition Subdivision Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted, and the Mayor is hereby authorized to sign said development agreement.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED this ____ day of _____, 2023.

MAYOR

ATTEST:

CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Please return to: Clark J. Grant 1464 27th Ave., Columbus, NE 68601
DEERFIELD PARK TOWNHOUSE 2ND SUBDIVISION
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of September, 2023, by and between Ferguson Properties, Inc., a Nebraska corporation, and Dirk M. Wagner and Kris J. Wagner, husband and wife, (hereinafter referred to as ("Subdividers")) and the City of Columbus , a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

WITNESSETH

WHEREAS, Subdividers are the owners of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as Deerfield Park Townhouse 2nd Subdivision of Lots 1 through 9, Deerfield Park Townhouse Townhouse Addition, to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

WHEREAS, the CITY requires public improvements in the Area to be Developed; and,

WHEREAS, the Subdividers wish to connect the system of sanitary sewers, water, and storm sewers to be constructed within the Area to be Developed, to the sanitary sewer, water, and storm sewer systems of the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Development Agreement, the following words and phrases shall have the following meanings:

The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs; financing costs and miscellaneous costs.

“Property benefited” shall mean property within the Area to be Developed (Exhibit “A”), which will comprise 2.02 acres of property.

“Street intersections” shall be construed to mean the areas shown in the city policy for the same adopted by Resolution R96-78, which by this reference is made a part hereof.

SECTION I

Subdividers and City covenant that the following public improvements shall be installed and provided by Subdividers as set forth herein, at Subdividers’ expense, subject to the exceptions and clarifications detailed herein:

A. The Subdividers will install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with city standards. The Subdividers will be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

B. Concrete paving of internal streets, dedicated per plat (Exhibit “A”), all of said paving to be thirty three (33) feet in width and six (6) inches thick, and shall be constructed according to city standards. The entire cost of paving and storm sewer system improvements except for intersections shall be paid by the Subdividers, with exception of intersection pavement and pavement in excess of thirty-three (33) feet in width and six (6) inches in thickness. In such case, the oversized cost shall be paid for by the City, subject to final approval of plans and specifications by the City.

C. The sanitary sewer system, including, but not limited to: mains, manholes and related appurtenances shall be constructed according to city standards within dedicated right-of-way and easements, per plat (Exhibit “A”), same to be located on sanitary sewer plan prepared by a Nebraska Licensed Civil Engineer. The entire cost of sanitary sewer system improvements shall be paid by the Subdividers, with exception of sanitary sewer mains located in a dedicated right-of-way or easement area that are greater than eight (8) inches. In such case, the cost over 8-inches shall be paid for by the City subject to the final approval of the plans and specifications by the City.

D. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances shall be constructed according to city standards within dedicated right-of-way and easements, per plat (Exhibit “A”) to be located on storm water system plan prepared by a Nebraska Licensed Civil Engineer. The Subdividers will be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer improvements shall be paid by the Subdividers, with exception of storm sewer mains located in a dedicated right-of-way or easement area that are greater than 12-inches. In such case, the cost over 12-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to city standards within dedicated right-of-way and easements per plat (Exhibit “A”) on water plan prepared by a Nebraska Licensed Civil Engineer.

The Subdividers will be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution improvements shall be paid by the Subdividers, with exception of water mains located in a dedicated right-of-way or easement area that are greater than six (6) inches. In such case, the cost over 6-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

F. Natural gas distribution mains, if any, shall be located within a dedicated street right-of-way dedicated per plat (Exhibit "A"), which Subdividers will arrange to be installed by the local gas franchisee. Any additional cost participation required by the local gas franchisee for the installation of gas mains, if any, shall be borne by the Subdividers.

G. Subdividers will arrange for underground electrical service to each buildable lot within the Area to be Developed to be provided by Loup Power District at no cost to the City. If any relocation or adjusting of existing electrical mains are required the costs shall be borne by the Subdividers.

H. Subdividers will arrange for street lighting for public streets dedicated per plat (Exhibit "A") to be provided by Loup Power District at Subdividers' cost and at no cost to the City.

I. Subdividers will install the concrete sidewalk four feet wide and four inches thick in accordance with the American's with Disability Act and per City Code on each lot within the Area to be Developed or shall contract with the builder to construct the same at the time each lot is developed. If Subdividers fails to do so, the lot owner along with the Subdividers shall be responsible for installing the sidewalk. If any lot remains a common area lot or is located adjacent to a designated arterial or collector, Subdividers shall install the sidewalk for said lot(s) as part of the initial construction.

J. Grading for the Area to be Developed shall be completed by the Subdividers at the Subdividers' expense pursuant to the drainage plan elevations to be provided by THE ENGINEER Associates and submitted with the Final Plat. Post construction storm water management systems shall be installed and maintained and fully functional in accordance with the City of Columbus Code of Ordinances, Chapter 53, at Subdividers' expense. Subdividers agree to obtain a Nebraska Department of Environmental Quality, National Pollutant Discharge Elimination System, Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre. The Subdividers shall provide a copy of the NOI and SWPPP along with the name and contact information of the certified person/firm providing the inspections to the City as part of the City's Municipal Storm Sewer Separation System requirements. If less than one acre is disturbed, the Subdividers shall complete a small lot NOI and SWPPP.

K. Subdivision agrees to pay all costs necessary to extend sanitary sewer system, water system and storm sewer on 38th Street abutting the property.

L. Subdividers agree to complete and submit to the City a Floodplain Development Permit prior to any disturbance or work within the FEMA designated floodplain.

SECTION II

Subdividers and City covenant and agree that the Subdividers will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements, and testing procedures therefor, except as otherwise provided in this Development Agreement.

SECTION III

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdividers to connect its sewer system to the sewer system of the City in such manner and at such place or places designated on plans submitted by the Subdividers' engineer and approved by the City.

B. Without prior written approval by the City, the Subdividers shall not permit any sewer lines or sewers outside the present boundaries of the Area to be Developed to connect to the sewer or sewer lines of the Area to be Developed, any sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the boundaries of the Area to be Developed.

C. At all times, all sewage from and through said Area to be Developed into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

D. Before any connection from any premises to the sewer system of the Area to be Developed may be made, a permit shall be obtained for said premises, and its connection from the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

E. Notwithstanding any other provisions of this Development Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Area to be Developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulations.

SECTION IV

All buildings built in the Area to be Developed, shall be constructed in compliance with the most recent City of Columbus Building Requirements at the time of application for the building permits, in the extent possible.

SECTION V

Installation of entrance signs or related fixtures and any median landscaping and related fixtures, if any, shall be paid by the Subdividers. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Development Agreement.

The administration of this Development Agreement shall be through the offices of the undersigned officers for their respective entities.

This Development Agreement shall be binding upon parties, their respective successors and assigns.

This Development Agreement replaces and declares void any prior agreements or resolutions regarding the development of the Area to be Developed

This Development Agreement shall be recorded at the Platte County Register of Deeds office, at the Subdividers' expense, within 30 days of final plat approval.

SECTION VI

The Subdividers shall install all public improvements within a time period of two (2) years after the signing of this Development Agreement, except that sidewalks directly in front of houses (if residential) or businesses (if commercial) shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. An extension of this time period may be requested by the Subdividers and if said request receives a favorable recommendation of Planning Commission and approval by the City Council the deadline will be extended pursuant to the new deadline set by the City Council.

SECTION VII

This Agreement shall run with the land and shall be binding upon and to insure to the benefit of all parties hereto, their successors and assigns, including all future lot owners of the Area to be Developed.

IN WITNESS WHEREOF, we the executing parties, by ourselves or our respective duly authorized agents, hereby enter into this Development Agreement:

IN WITNESS WHEREOF, we the executing parties, by ourselves or our respective duly authorized agents, hereby enter into this Development Agreement:

ATTEST:

CITY OF COLUMBUS

CITY CLERK

MAYOR

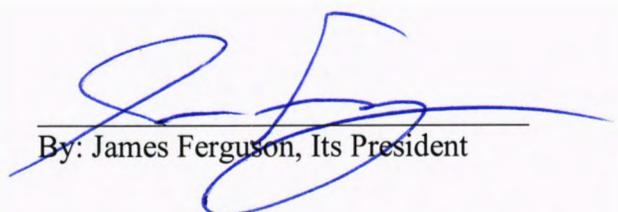
Date

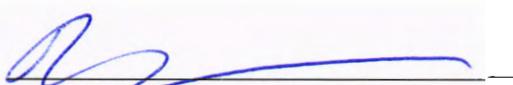
APPROVED AS TO FORM


CITY ATTORNEY

SUBDIVIDERS

FERGUSON PROPERTIES, INC.


By: James Ferguson, Its President
Dated this 12 day of September, 2023.


Dirk M. Wagner


Kris J. Wagner

Dated this 13 day of September, 2023.

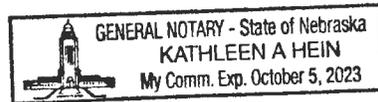
STATE OF NEBRASKA)
) ss:
COUNTY OF PLATTE)

On this 12 day of September, 2023, before me a Notary Public, duly commissioned and qualified in and for said County, appeared James Ferguson, President of Ferguson Properties, Inc., a Nebraska corporation, who is personally known by me to be the identical person whose name is affixed to the Development Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

Kathleen A. Hein
Notary Public

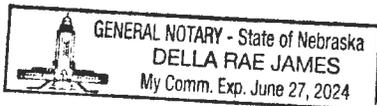
(My commission expires: 10-5-23)



STATE OF NEBRASKA)
) ss:
COUNTY OF PLATTE)

On this 13 day of September, 2023, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Dirk M. Wagner and Kris J. Wagner, husband and wife, who are personally known by me to be the identical persons whose names are affixed to the Development Agreement, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Della Rae James
Notary Public

(My commission expires: 6-27-24)

Once Recorded Return Document To: Clark J. Grant, 1464 27th Avenue, Columbus, NE 68601

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Ferguson Properties, Inc., and Dirk M. Wagner and Kris J. Wagner are the proprietors and owners of real estate of the following described real estate:

Lots 1 through 9, Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska.

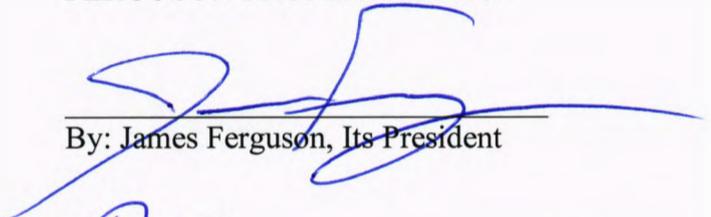
and have caused the above-described real estate to be laid out into lots and easement areas belonging to such Subdivision, under the name of Deerfield Park Townhouse 2nd Subdivision of Lots 1 through 9 Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing the lots and easements belonging to such Subdivision, a plat of which bearing date of August 11, 2023, and certified by Thomas A. Tremel, registered land surveyor, is attached hereto.

Said owners hereby dedicate the easement areas set out and described on said plat to the use and benefit of the public, together with a perpetual easement for the installation of public utilities and maintenance thereof over and across the lots as set out in said plat and therein designated as Drainage Easements and Utility Easements.

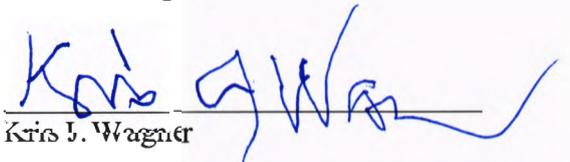
Said owners and dedicators covenant and agree with the City of Columbus to lay, at their own expense, and in accordance with specifications acceptable to the City Water and Sanitary Sewer Department, and deliver the same to the City of Columbus, Nebraska, without cost to it the necessary water and sewer mains to adequately serve such platted area and to deliver the same to the City without cost to it.

IN WITNESS WHEREOF, the Grantors named herein have executed these presents this 13 day of September, 2023.

FERGUSON PROPERTIES INC.

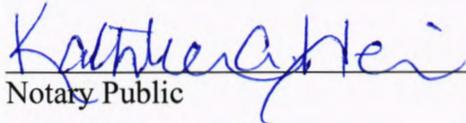

By: James Ferguson, Its President


Dirk M. Wagner


Kris J. Wagner

STATE OF NEBRASKA)
 : ss.
COUNTY OF PLATTE)

On this 12 day of September, 2023, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared **James Ferguson**, President of Ferguson Properties Inc., a Nebraska corporation to me personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledged the said instrument to be his voluntary act and deed.

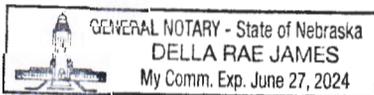


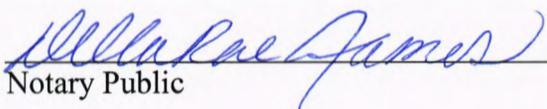
Notary Public



STATE OF NEBRASKA)
 : ss.
COUNTY OF PLATTE)

On this 13 day of September, 2023, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared **Dirk M. Wagner and Kris J. Wagner**, husband and wife, to me personally known to be the identical persons described in and whose names are affixed to the foregoing instrument and acknowledged the said instrument to be their voluntary act and deed.





Notary Public

13.C. Application of Rback Enterprises, LLC for preliminary plat of Reeder Subdivision (4th Street and 9th Avenue). (Planning Commission recommends approval.)

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

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, NE, will be held on Monday, September 11, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the preliminary plat of Reeder Subdivision, A tract of land located in part of the SW1/4 of the NE1/4 of Section 29, T17N, R1E of the 6th P.M., and Lots 1, 3, and 4 of Kingswood Addition to the City of Columbus, all in Platte County, Nebraska, more particularly described as follows: beginning at the Northeast corner of said SW1/4 NE1/4; thence S 00°07'43" E, 330.04 ft. on the East line of said SW1/4 NE1/4 to the Northeast corner of Augustine 8th Subdivision; thence S 89°58'34" W, 661.72 ft. on the North line of Augustine 8th and 7th Subdivisions and the extension thereof to the East line of said Lot 4; thence S 00°07'57" E, 68.15 ft. on the East line of said Lot 4; thence S 89°58'44" W, 628.01 ft. on the South line of said Lot 4 to the East Right-of-Way of 10th Avenue; thence N 00°08'59" W, 145.61 ft. on the East line of said Avenue; thence N 89°21'35" E, 150.00 ft.; thence N 00°09'02" W, 68.86 ft. on the Southerly extension of Lot 2, Kingswood Addition and on the West line of said Lot 2 to the Northeast Corner thereof; thence N 03°23'19" W, 62.00 ft. to the Easterly extension of the North line of Lot 3, Kingswood 1st Subdivision of the West 142.5 ft. of said Lot 1, Kingswood Addition; thence N 89°48'54" W, 4.00 ft. on said Easterly extension of the North line of Lot 3, Kingswood 1st Subdivision to the Northeast corner thereof; thence N 00°17'33" W, 124.03 ft. on the East line of said Kingswood 1st Subdivision to the Northeast corner thereof; thence S 89°52'04" E, 541.66 ft. on the North line of said Lot 1 to the Northeast corner thereof; thence S 89°47'54" E, 606.04 ft. on the North line of said SW1/4 NE1/4 to the point of beginning, containing 9.97 acres more or less (4 St and 9 Ave) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NE
Janelle Kline, City Clerk

Publish: 08:31:23
Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: September 7, 2023
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Reeder Subdivision – Preliminary Plat

RECOMMENDATION:

I recommend the approval of the preliminary plat of Reeder Subdivision as it is amenable with the future land use and is in accordance with the Unified Land Development Ordinance.

DISCUSSION:

The addition consists of 28 lots of which 27 are residential, connecting the utilities and road from 7th Avenue to 9th Avenue by 4th Street. A private street accesses the residential lot from 10th Avenue.

FISCAL IMPACT:

Minor costs for associated street and utility main extensions.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: Andrew J. Woelke

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

**MAJOR APPLICATION
FOR SUBDIVISION OR ADDITION
PRELIMINARY PLAT / FINAL
(CIRCLE ONE)**

DATE: August 18, 2023

NAME OF SUBDIVISION: Reeder Subdivision

OF PROPERTY OWNER Rback Enterprises, LLC

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Clark J. Grant

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 1464 27th Ave., Columbus, NE 68601

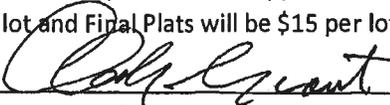
PHONE NUMBER: 402-564-3274

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: clark@grantattorney.com

NUMBER OF LOTS IN SUBDIVISION: 26

ADDRESS OF SUBDIVISION: At Steepland 9th Ave. 75th Ave 101th of 3rd St

I hereby apply for a Major Subdivision / Addition and have paid \$300.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.



Owner or Owner's Representative

Clark J. Grant
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: August 18, 2023

City Attorney
Neal Valorz – nvalorz@1492law.com
Gene G. Schumacher – gschum@1492law.com

13.D. Extend termination deadline for emergency medical services for Duncan Rural Fire District and Columbus Rural Fire District.

13.E. UNICO and Auxiant Pharmacy Benefit Manager repricing proposals.



The City of **Columbus**

HUMAN RESOURCES DEPARTMENT

Human Resources • Risk Management

Office (402) 562-4243 • Fax (402) 563-1380

DATE: September 11, 2023
TO: Tara Vasicek, City Administrator 
FROM: Tammy Orender, Human Resource Director
RE: Pharmacy Benefit Manager

RECOMMENDATION:

Change our current Pharmacy Benefit Manager to MedOne Pharmacy Benefit Solutions effective January 1, 2024.

DISCUSSION:

Our current Broker went out to market for the Cities Pharmacy Benefit Manager. By switching to MedOne Pharmacy Benefit Solutions the City will be saving an estimated savings of \$126,325.00. There is also great potential for the employees to save on their portion of cost.



PBM Repricing Comparison

EXECUTIVE SUMMARY

- ▶ UNICO and Auxiant completed a Pharmacy Benefit Manager repricing with the intent to change partners for the 1/1/2024 Renewal. All of the data presented is based on a claims repricing from your plan’s actual claims incurred in the 12 month period June 2022-May 2023.
- ▶ A market search was completed and competitive proposals were received from **MedOne Pharmacy Benefit Solutions** and **Serve You Rx**.
- ▶ Both options are strong PBMs and UNICO utilizes both vendors with a number of our Auxiant clients.
- ▶ Both vendors offer very similar options for cost avoidance programming including formulary selection, specialty Rx exclusion, specialty drug copay assistance maximizer, clinical review, and utilization management.

Comparison				
Rebates		MedOne has the most competitive rebates for your plan’s drug mix		
Mail Service	MAIL SERVICE PHARMACY	DISCOUNTS	DISPENSING FEE	ADMIN FEE
	Brand Discount	ServeYou	Same	MedOne
Retail	90-DAY AT NATIONAL NETWORK	DISCOUNTS	DISPENSING FEE	ADMIN FEE
	Brand Discount	ServeYou	Same	MedOne
	30-DAY AT NATIONAL NETWORK	DISCOUNTS	DISPENSING FEE	ADMIN FEE
	Brand Discount	ServeYou	ServeYou	MedOne
Specialty	ALL CHANNELS	DISCOUNTS	DISPENSING FEE	ADMIN FEE
	Specialty Pharmacy	MedOne	Same	MedOne
Disruption Analysis		OUT OF NETWORK PHARMACIES COMPARED TO PREVIOUS 12 MONTHS CLAIMS		
		MedOne		

- ▶ While ServeYou had slightly better discounts at retail, MedOne overall has provided the most competitive proposal based on your current drug claim mix. **It is UNICO’s recommendation to move to MedOne for a 1/1/2024 effective date.** Due to the importance of ensuring a smooth transition, we also recommend a **decision being made prior to 9/15/2023.**
- ▶ MedOne’s estimated savings over your current arrangement is approximately **\$126,325.**

13.F. Purchase of two pickups from Nebraska state bid contract in the total amount of \$95,147 each for public works department.



The City of Columbus, Nebraska

PUBLIC WORKS DEPARTMENT

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

MEMORANDUM

DATE: September 12, 2023

TO: City Administrator/Mayor/City Council

FROM: Chuck Sliva, Public Works Director

SUBJECT: Purchase of two (2) 1500 4X4 Chevy Silverado's utilizing NDOT State Bid Contract Bid Price Process for Pricing of 2023 or current year vehicles.

RECOMMENDATION:

Accept the lower Fleet Program pricing from Husker Auto Group in Lincoln Ne. The attached Husker Auto Fleet Pricing Program quotes for each pickup are lower than the NDOT State Bids. Both pickups are budgeted CIP items. Both 2023 units would be purchased from Husker Auto Group in Lincoln Nebraska, both units are on the lot and ready for delivery.

DISCUSSION:

Attached you will find the Fleet Pricing contracts with quotes related to the purchase of the following:

1. Street Department Locate / Service 4x4 Crew Cab Pickup \$45,699.00, Fleet Price, Budgeted amount \$50,000.00, (State Bid Price Equal \$48,899.00)
2. Water Production Service Pickup \$43,699.00, Fleet Price / Budgeted \$45,000.00. (State Bid Price equal \$46,248.00)

1 surplus vehicle will be sold due to condition and miles (162,561.0), the other unit will be moved to summer / backup work truck status due to condition and miles (143,900.0).

The city meets the bid process by using the state bid packages, as you can see, we have found lower pricing from the Fleet Pricing Program from Husker Auto. Bids are offered to public agency's that offer competitively solicited purchasing contracts that have been already done for its multi-state and city government members.

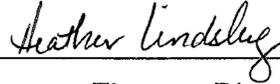


City of Columbus – Department of Public Works

FISCAL IMPACT: All are CIP approved 2023/2024 Budgeted.

SIGNATURES:

CONCURRENCE:



Finance Director

RECOMMENDATION BY:



Public Works Director

APPROVED BY:



City Administrator

ST.



6833 TELLURIDE DR. LINCOLN, NE 68521

CHUCK AMES, BUS/ELITE DIRECTOR, HUSKER AUTO GROUP | 402-479-7576 DIR/CELL 402-610-0465 | comes@huskerautogroup.com

CITY OF COLUMBUS, NE

Prepared For: CHUCK SLIVA, DIRECTOR PUBLIC WORKS

402-562-4236

sliva@columbusne.us

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck





6833 TELLURIDE DR. LINCOLN, NE 68521

CHUCK AMES, BUS/ELITE DIRECTOR, HUSKER AUTO GROUP | 402-479-7576 DIR/CELL 402-610-0465 | cames@huskerautogroup.com

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck (✓ Complete)

Price Summary

ATTN: Chuck

PRICE SUMMARY

Base Price	Commercial - Fleet price on a vehicle on speed - Out of	MSRP	\$45,600.00
Total Options	Old Inventory & with Bid		\$3,180.00
Vehicle Subtotal	CE with be your cost		\$48,780.00
Destination Charge			\$1,895.00
Grand Total	In Stock now		\$50,675.00

\$45,699.00

Window Sticker

SUMMARY

[Fleet] 2023 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck

MSRP: \$45,600.00

Interior: Jet Black, Cloth seat trim

Exterior 1: Summit White

Exterior 2: No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, electronically controlled

Thanks
Chuck

OPTIONS

CODE	MODEL	MSRP
CK10743	[Fleet] 2023 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck	\$45,600.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.
CTT	Hitch Guidance	Inc.
DLF	Mirrors, outside heated power-adjustable	Inc.
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential	\$395.00

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Data Version: 20320. Data Updated: Aug 29, 2023 6:52:00 PM PDT.

W.P.



6833 TELLURIDE DR. LINCOLN, NE 68521

CHUCK AMES, BUS/ELITE DIRECTOR, HUSKER AUTO GROUP | 402-479-7576 DIR/CELL 402-610-0465 | comes@huskerautogroup.com

CITY OF COLUMBUS, NE

Prepared For: CHUCK SLIVA, DIRECTOR PUBLIC WORKS

402-562-4236

sliva@columbusne.us

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck





6833 TELLURIDE DR. LINCOLN, NE 68521

CHUCK AMES, BUS/ELITE DIRECTOR, HUSKER AUTO GROUP | 402-479-7576 DIR/CELL 402-610-0465 | cames@huskerautogroup.com

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

Price Summary *Attn: Chuck*

PRICE SUMMARY

Base Price	<i>Commercial - Fleet price on a vehicle as specified - Out of Dlr Inventory & with Bid CE</i>	MSRP	\$45,300.00
Total Options	<i>will be your cost</i>		\$2,980.00
Vehicle Subtotal			\$48,280.00
Destination Charge	<i>Vehicle is In Stock now.</i>		\$1,895.00
Grand Total			\$50,175.00

\$43,699.00

Window Sticker

SUMMARY

[Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

MSRP: \$45,300.00

Interior: Jet Black, Cloth seat trim

Exterior 1: Summit White

Exterior 2: No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, electronically controlled

*Thanks
Chuck*

OPTIONS

CODE	MODEL	MSRP
CK10543	[Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck	\$45,300.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.
CTT	Hitch Guidance	Inc.
DLF	Mirrors, outside heated power-adjustable	Inc.
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential	\$395.00
GAZ	Summit White	\$0.00
GU5	Rear axle, 3.23 ratio	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20320. Data Updated: Aug 29, 2023 6:52:00 PM PDT.

STATE OF NEBRASKA CONTRACT AWARD

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

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

CONTRACT NUMBER**15733 OC**

PAGE 1 of 4	ORDER DATE 07/28/23
BUSINESS UNIT 9000	BUYER JOSHUA RIEKENBERG (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 11, 2023 THROUGH AUGUST 10, 2024

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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

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

Original/Bid Document: 6701 OF, Attachment "C-1"

Contract to supply and deliver 2023 OR CURRENT PRODUCTION YEAR HALF TON EXTENDED CAB FORD F150 FOUR (4) DOOR TRUCKS (REGULAR) to the State of Nebraska as per the attached specifications for the contract period AUGUST 11, 2023, through AUGUST 10, 2024.

IMPORTANT NOTE: When generating a Purchase Order there must be three (3) separate paint lines. Each line is to be generated from either the "STANDARD PAINT" line or the "EXTRA COST PAINT" line in the "OPTIONS" section. There should be one (1) line for the Exterior Color, one (1) line for the Interior Color and one (1) line for the Seat Color. See attached "Paints Lists" for color names and codes.

PLEASE CONTACT ANDERSON FORD OF LINCOLN FOR ITEMS NOT LISTED ON THE CONTRACT BUT ARE NECESSARY FOR BUSINESS NEEDS

DELIVERY ARO: 180 DAYS

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

THIS IS THE FIRST (1) RENEWAL OF THE CONTRACT AS AMENDED. (07/28/23 AM)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2023 OR CURRENT PRODUCTION YEAR HALF TON EXTENDED CAB FORD F150 FOUR (4) DOOR TRUCKS (REGULAR) FFV E85 WHEELBASE: 145" TIRE SIZE: 17" SERIES, CODE, TRIM LEVEL: XIE, 300A, XLT ENGINE: 5.0L V8	50.0000	EA	46,248.0000

DS

RT

8/3/2023

DocuSigned by:

Joshua Riekenberg 8/3/2023

AA890823E56145E... BUYER

DocuSigned by:

Amara Block 8/5/2023

4CFF2711162A4A2...

MATERIAL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

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

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

CONTRACT NUMBER
15733 OC

PAGE 2 of 4	ORDER DATE 07/28/23
BUSINESS UNIT 9000	BUYER JOSHUA RIEKENBERG (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	GVWR: 7050 TRANSMISSION #/GEAR RATIO #: XL3 OPTIONS:			
2	3.5L ECOBOOST GASOLINE ENGINE	50.0000	EA	2,995.0000
3	40-20-40 OR 60-40 BENCH SEAT WITH DRIVER POWER CONTROLS	50.0000	EA	350.0000
4	VINYL TRIM, CLOTH FILLED, BUCKET SEATS WITH ARM RESTS ON BOTH THE RIGHT AND LEFT HAND SIDES	50.0000	EA	395.0000
5	CARGO LIGHT IN THE BOX AREA	50.0000	EA	195.0000
6	ADDITIONAL FOB	50.0000	EA	395.0000
7	SLIDING REAR-VISION WINDOW (DEALER INSTALLED)	50.0000	EA	595.0000
8	FACTORY BED LINER FOR BOX	50.0000	EA	695.0000
9	SECOND POWER OUTLET	50.0000	EA	195.0000
10	INCREASED BOX LENGTH OF 97.6"-8' WITH CORRESPONDING WHEELBASE AND 50.6" BETWEEN WHEEL WELLS	50.0000	EA	595.0000
11	3.73 E-LOCKING NON-STANDARD GEAR RATIO	50.0000	EA	395.0000
12	TWO WHEEL DRIVE (2WD) MODEL INCLUDING ALL SEASON TIRES (DEDUCT)	50.0000	EA	-1,595.0000
13	265/70R 17 ON/OFF ROAD MUD AND SNOW ALL TERRAIN TIRES AND WHEELS	50.0000	EA	995.0000
14	265/70R 17 SPARE	50.0000	EA	395.0000
15	INTEGRATED BRAKE CONTROLLER SYSTEM	50.0000	EA	395.0000

DS
JR

BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

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

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

CONTRACT NUMBER
15725 OC

PAGE 1 of 4	ORDER DATE 07/28/23
BUSINESS UNIT 9000	BUYER JOSHUA RIEKENBERG (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 11, 2023 THROUGH AUGUST 10, 2024

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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

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

Original/Bid Document: 6701 OF, Attachment "A-1"

Contract to supply and deliver 2023 OR CURRENT PRODUCTION YEAR HALF TON CREW CAB FORD F150 FOUR (4) DOOR TRUCKS (REGULAR) to the State of Nebraska as per the attached specifications for the contract period AUGUST 11, 2023, through AUGUST 10, 2024.

IMPORTANT NOTE: When generating a Purchase Order there must be three (3) separate paint lines. Each line is to be generated from either the "STANDARD PAINT" line or the "EXTRA COST PAINT" line in the "OPTIONS" section. There should be one (1) line for the Exterior Color, one (1) line for the Interior Color and one (1) line for the Seat Color. See attached "Paints Lists" for color names and codes.

PLEASE CONTACT ANDERSON FORD OF LINCOLN FOR ITEMS NOT LISTED ON THE CONTRACT BUT ARE NECESSARY FOR BUSINESS NEEDS

DELIVERY ARO: 180 DAYS

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

THIS IS THE FIRST (1) RENEWAL OF THE CONTRACT AS AMENDED.(07/28/23 AM)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2023 OR CURRENT PRODUCTION YEAR HALF TON CREW CAB FORD F150 FOUR (4) DOOR TRUCKS (REGULAR) FFV E85 WHEELBASE: 157" TIRE SIZE: 17"	50.0000	EA	48,889.0000

DS
RT
8/3/2023

DocuSigned by:
Joshua Riekenberg 8/3/2023
AA890823E56145E... BUYER

DocuSigned by:
Amara Block 8/5/2023
4CFF2711162A4A2... MATERIAL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

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

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

CONTRACT NUMBER
15725 OC

PAGE 2 of 4		ORDER DATE 07/28/23	
BUSINESS UNIT 9000		BUYER JOSHUA RIEKENBERG (AS)	
VENDOR NUMBER: 503856			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	SERIES, CODE, TRIM LEVEL: WIE, 300A, XLT ENGINE: 5.0L V8 GVWR: 7050 TRANSMISSION #/GEAR RATIO #: XL3			
2	2023 OR CURRENT PRODUCTION YEAR HALF TON CREW CAB FORD F150 FOUR DOOR TRUCKS (REGULAR) E15 COMPLIANT WHEELBASE: 157" TIRE SIZE: 17" SERIES, CODE, TRIM LEVEL: WIE, 300A, XLT ENGINE: 5.0L V8 GVWR: 7050 TRANSMISSION #/GEAR RATIO #: XL3	50.0000	EA	48,889.0000
	OPTIONS:			
3	3.5L ECOBOOST GASOLINE ENGINE	50.0000	EA	2,995.0000
4	40-20-40 OR 60-40 BENCH SEAT WITH DRIVER POWER CONTROLS	50.0000	EA	350.0000
5	CARGO LIGHT IN THE BOX AREA	50.0000	EA	195.0000
6	ADDITIONAL FOB	50.0000	EA	395.0000
7	SLIDING REAR-VISION WINDOW (DEALER INSTALLED)	50.0000	EA	595.0000
8	FACTORY BED LINER FOR BOX	50.0000	EA	695.0000
9	SECOND POWER OUTLET	50.0000	EA	195.0000
10	3.73 E-LOCKING NON-STANDARD GEAR RATIO	50.0000	EA	395.0000
11	TWO WHEEL DRIVE (2WD) MODEL INCLUDING ALL SEASON TIRES (DEDUCT)	50.0000	EA	-1,595.0000
12	265/70R 17 ON/OFF ROAD MUD AND SNOW ALL TERRAIN TIRES AND ALUMINUM WHEELS	50.0000	EA	995.0000

Ds
JK

BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

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

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

CONTRACT NUMBER
15779 OC

PAGE 1 of 5	ORDER DATE 07/28/23
BUSINESS UNIT 9000	BUYER JOSHUA RIEKENBERG (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

THE CONTRACT PERIOD IS:

NOVEMBER 08, 2022 THROUGH NOVEMBER 07, 2023

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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

Original/Bid Document 6704 OF, ATTACHMENT "F"

Contract to supply and deliver 2023 OR CURRENT PRODUCTION YEAR POLICE HALF TON CREW CAB 4X4 SSV TRUCKS FFV E85/E15 COMPLIANT to the State of Nebraska as per the attached specifications for the contract period November 8, 2022 through November 7, 2023. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

IMPORTANT NOTE: When generating a Purchase Order there must be three (3) separate paint lines. Each line is to be generated from either the "STANDARD PAINT" line or the "EXTRA COST PAINT" line in the "OPTIONS" section. There should be one (1) line for the Exterior Color, one (1) line for the Interior Color and one (1) line for the Seat Color. See attached "Paints Lists" for color names and codes.

PLEASE CONTACT ANDERSON AUTO GROUP FOR ITEMS NOT LISTED ON THE CONTRACT BUT ARE NECESSARY FOR BUSINESS NEEDS

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

(11/15/2022 RT)
AMENDMENT ONE (1) AS ATTACHED. (07/28/23 AM)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2023 OR CURRENT PRODUCTION YEAR POLICE HALF TON CREW CAB 4X4 SSV TRUCKS FFV E85 WHEELBASE: 145"	40.0000	EA	48,889.0000

DS
RT
8/8/2023

DocuSigned by:
Joshua Riekenberg
8/8/2023
BUYER

DocuSigned by:
Anara Block
8/9/2023
MATERIEL ADMINISTRATOR

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

14. **RESOLUTIONS**

14.A. Resolution No. R23-128 adopting Schedule of Fees for Fiscal Year 2023-2024.

RESOLUTION NO. R23-128

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING THE SCHEDULE OF FEES FOR FISCAL YEAR 2023-2024, EFFECTIVE OCTOBER 1, 2023, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; 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 Schedule of Fees for Fiscal Year 2023-2024, effective October 1, 2023, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

SCHEDULE OF FEES
2023 – 2024
INDEX

**ALL FEES MAY BE MODIFIED AT THE DISCRETION OF THE CITY
ADMINISTRATOR FOR PURPOSES OF PROMOTING CITY ACTIVITIES.
All required insurance certificates shall name city as additional insured.**

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AIRPORT

Rent per Month

Hangar 1412N	\$125
Hangar 1412S	\$115
Hangar 1406W	\$240
Hangar 1406E	\$240
Hangar 1230	\$45
Hangar 1240	\$95
Hangar 1315	\$200
Hangar 1508	\$100
Hangar 1508 Storage Units	\$55
Hangar 1412W	\$280
Hangar 1412E	\$280
Hangar 1334	\$750
Hangar 1340	\$690
Hangar 1307	\$185
Hangar 1430	\$400
Land Lease/Non-Airport Owned Hangars	**\$.30 per sq. ft.
Aerial Applicator Agreement	\$2,000.00 per year
Flowage	*\$.10 per gallon
Fuel Storage	*\$.12 per gallon
T -Hangar waiting list:	
Administrative Fee (non-refundable)	\$25.00
Deposit (refundable if removed from list or will be applied to first month hangar rent).	\$100.00

*Applicable Upon Lease Renewal

**Except for Current Leases

AQUATICS

The Parks and Recreation Director shall establish recreation program fees for miscellaneous sales, programming, special events, and promotion.

Passholders may receive a discounted price for some programs. The discount will reflect that the passholder is already paying for facility usage and the fee will be for the cost of the program only.

Program fees are non-refundable

AQUATIC CENTER

Daily Admission

Individual \$ 5

Annual Pass (Good for one year from date of purchase)

Individual \$125

Group (Maximum of 6) \$600

Monthly Pass

Individual \$ 35

Annual Combo Pass (Aquatic Center & Pawnee Plunge)

(Good for one year from date of purchase at Aquatic Center and one season at Pawnee Plunge)

Individual \$175

Household Group up to 6 people (Must reside in the same household) \$600

Each addl person in same household (can include one caregiver) \$ 90

Non-Household Group (Maximum of 6) \$800

Admission Punch Cards

50 Punches \$ 100

25 Punches \$ 75

10 Punches \$ 35

5 Punches \$ 20

Group Swimming Lesson

Parent/Child \$ 45

Preschool \$ 45

Grades 1 through 6 \$ 60

Private Swimming Lesson

Single Lesson \$ 35

5 Lesson Package \$175

10 Lesson Package \$300

Swimming lessons are non-refundable.

Locker Rentals – Annual	\$ 50
Aquatic Therapy *Requires agreement.	\$75 per 15 minutes
 Facility Rental	
Private Facility Rental	\$100/hr.
Party Room Rental (baptisms, meetings, family reunions, etc.) (swimmers will pay daily admission or use pass)	\$ 60
 Birthday Party Packages	
Cost includes 20 guest admissions (\$5/additional guest), full access to party room including: tables, chairs, refrigerator and more, t-shirt for the Birthday Child, and additional staff.	
Non-Private Party: Normal Operating Hours	
Saturday 12pm (Set Up), 1pm-4pm Party	
Passholder	\$100
Non-Passholder	\$125
Private Party: Outside Normal Operating Hours	
Friday: 4pm (Set Up) 5pm-8pm Party	
Saturday: 4pm (Set Up) 5pm-8pm Party	
Sunday 12pm (Set Up) 1pm-4pm Party	
Passholder	\$125
Non-Passholder	\$150
 Concessionaire/Vending	
Daily Fee	\$ 16
 Lifeguard Class	
Full Class (5 student minimum)	
Employee	\$ 70
Non-Employee	Actual program cost plus administrative fees
Review Class – includes CPR review (5 student minimum)	
Employee	\$ 40
Non-Employee	Actual program cost plus administrative fees

CPR Class

Full Class (5 student minimum)

Employee

\$ 30

Non-Employee

Actual program cost plus administrative fees

Review Class (5 student minimum)

Employee

\$ 15

Non-Employee

Actual program cost plus administrative fees

Class Materials

Actual cost of materials

PAWNEE PLUNGE WATER PARK

Daily Admission

(Incl both open sessions: 12 Noon – 5 p.m. and 6:30 p.m.-8:30 p.m.)

3 yrs. & Under	Free
4 yrs. & Up	\$ 10
10 Person Group	\$ 70
5 Person Group	\$ 40
Non-Swimmer (not swimming and not dressed to swim)	\$ 3
Evenings 6:30 p.m. – 8:30 p.m. Monday through Thursday	\$ 4

Fitness

Passholder	No charge
Non-passholder	\$ 5

Flow Rider Bracelet

(In addition to daily/season/combo pass)

\$ 3

Season Pass

Individual	\$125
Household Group up to 6 people (Must reside in same household)	\$400
Each addl person in same household (can include one caregiver)	\$ 60
Non-Household Group (Maximum of 6)	\$600

Combo Pass (Aquatic Center & Pawnee Plunge)

(Good for one year from date of purchase at Aquatic Center and one season at Pawnee Plunge)

Individual	\$175
Household Group up to 6 people (Must reside in the same household)	\$600
Each addl person in same household (can include one caregiver)	\$ 90
Non-Household Group (Maximum of 6)	\$800

Admission Punch Cards

50 Punches	\$200
25 Punches	\$125

Group Swimming Lesson

Parent/Child	\$ 45
Preschool	\$ 45
Grades 1 through 6	\$ 60

Private Swimming Lesson

Single Lesson	\$ 35
5 Lesson Package	\$175
10 Lesson Package	\$300

Swimming lessons are non-refundable.

Facility Rental

Public Hours are 12:00 p.m. – 8:00 p.m.

Exclusive Use – Before or After Public Hours \$500/hr
(Includes 1 supervisor, 1 office personnel, 14 lifeguards, 4 slides)

Reservation required with deposit of \$500. Deposit will be applied toward total rate. Cancellations must be received twenty-four hours in advance or deposit will not be refunded.

Flow Rider exclusive use – Before or After Public Hours \$ 75/hr
(Includes 1 supervisor, 1 office personnel, 1 lifeguard)

Lap Pool exclusive use – Before or After Public Hours \$150/hr
(Includes 1 supervisor, 1 office personnel, 3 lifeguards)

Party Room \$ 60
Monday - Thursday, 12:30 p.m. – 4 p.m.
Friday – Sunday, 12 p.m. – 3:30 p.m. or 3:30 p.m. – 7 p.m.

CEMETERY

Cost of Space	\$600
Grave Opening	\$400
Cost of Space (infant)	\$150
Grave Opening (infant)	\$150
Cost of Space (cremation)	\$350
Grave Opening (cremation)	\$180
Grave Opening (cremation vault)	\$210
Certificate of Ownership Transfer	\$25
Stone Setting	\$30
Saturday Funeral (extra charge)	\$250
Winter Funerals (December through February, extra charge)	\$50
Disinterment (burial)	\$750
Disinterment (cremation)	\$250
Disinterment (infant)	\$250

If traditional spaces are sold back to the City of Columbus the city will purchase for \$200 per space.

If cremation spaces are sold back to the City of Columbus the city will purchase for \$100 per space.

If infant spaces are sold back to the City of Columbus the city will purchase for \$50 per space.

COLUMBUS AREA TRANSIT

Boarding Rates: The boarding rates are determined through review of available funding from the Nebraska Department of Roads, United Way, and City of Columbus Budget. Punch tickets are available at Columbus Area Transit office.

Boarding Punch Cards for Eligible Riders

Punch Card	Fee
5 punch	\$10
10 punch	\$20
20 punch	\$40

SENIOR CENTER

Facility Rental: \$25 per hour

Meals:	Cost:
Congregate Meal	
Eligible Diner (60 and older)	\$5 per meal (suggested donation)
Ineligible Diner (Under the age of 60)	\$10 per meal
Take Out Meal:	
Eligible Diner	\$5.50 per meal (suggested donation)
Ineligible Diner	\$10 per meal
Home Delivered Meal:	
Eligible Diner Only	\$6 per meal (suggested donation)

All meals are determined through review of funding provided by Northeast Nebraska Area Agency on Aging and the fiscal budget. Meals for eligible diners are considered a suggested contribution per meal. Meals for ineligible diners are fee-based.

COMMUNITY DEVELOPMENT – BUILDING PERMITS

Building Permit Fees (shall be paid prior to issuance of building permit)

Total Valuation		Fees
\$ 1	to 2,000	\$27.50
2,001	to 25,000	\$27.50 for first \$2,000 plus \$5.50 for each additional \$1,000 or fraction thereof up to and including \$25,000.
25,001	to 50,000	\$154 for first \$25,000 plus \$4.40 for each additional \$1,000 or fraction thereof up to and including \$50,000.
50,001	to 100,000	\$264 for first \$50,000 plus \$3.85 for each additional \$1,000 or fraction thereof up to and including \$100,000.
100,001	to 500,000	\$456.50 for first \$100,000 plus \$2.20 for each additional \$1,000 or fraction thereof up to and including \$500,000.
500,001	and up	\$1,336.50 for first \$500,000 plus \$1.65 for each additional \$1,000 or fraction thereof.
General Contractor Registration		No Fee/Certificate of Insurance \$1,000,000 aggregate
Administrative Fee for Online Applications		\$2
Plan review fee equal to 10 percent of building permit for review under the International Residential Code.		
Plan review fee equal to 25 percent of building permit for review under the International Building Code.		
Fence Permit		\$30
Demolition Permit		\$30
Sign Permit:	0-99 sq. ft.	\$35
	100-199 sq. ft.	\$65
	200-300 sq. ft.	\$120
Mobile Home Set Down Permit		\$100

Fee for work commencing before permit is issued may be double the required permit fee at the discretion of the Building Official. The Building Official may waive requirement for a building permit when structure is temporary in nature or less than one hundred twenty (120) square feet in floor area and has no foundation. There shall be no permit required for re-roofing or re-siding an existing structure.

COMMUNITY DEVELOPMENT – BUILDING MOVING PERMITS & LICENSES

Building Moving Permit	\$50 minimum or 4¢ per square foot of floor area, whichever is greater. (Fee is returned if permit is denied.)
Signs (building moving)	\$17 plus tax
Building Moving Permit (after Building already moved)	\$100
Building Moving Annual License Fee	\$60
Insurance requirements	\$1,000,000 aggregate

Public Liability Insurance is required naming the City as additional insured which fully protects City or anyone else for damages sustained to person or property, resulting from the moving of any building or parts thereof within City and shall indemnify and save the City harmless from any and all suits, judgments, exactions, executions, and liabilities as to personal injuries or property damage in connection with, or related to, or growing out of any building move.

COMMUNITY DEVELOPMENT – PLUMBING LICENSES & PERMITS

Plumbing Licenses and Exam Fees

Master Plumber:

Registration Fee - Resident \$60 per year + Certificate of insurance
\$1,000,000 aggregate

Registration Fee - Non-Resident \$60 per year + Certificate of insurance
\$1,000,000 aggregate

Journeyman Plumber:

Registration Fee – Resident & Non-Resident \$30 per year

Apprentice Plumber:

Registration Fee – Resident & Non-Resident \$20 per year

Do Your Own Plumbing Registration Fee \$30

Licensing – Water Conditioning Contractor \$30 per year + Certificate of
insurance \$1,000,000 aggregate

– Water Conditioning Installer \$30

Plumbing Permit Fees (shall be paid prior to issuance of plumbing permit):

Fee for work commencing before permit is issued may be double the required permit fee at the discretion of the Community Development Director.

Plumbing New Residential:

One Bathroom \$80

Each Additional Bathroom \$15

Each Additional 1/2 Bathroom \$13

Plumbing New Commercial \$75 plus \$5 for each fixture or trap opening

Existing Plumbing Remodel & Extensions \$15 plus \$5 for each fixture or trap opening

Sewer & Water Inspections not covered under
new residential or commercial permits \$25

Sprinkler System \$20

Backflow Protective Devices:	\$15 plus \$8 each for 2" and smaller \$15 plus \$13 each over 2"
Mobile Home Park Sewer	\$15 plus \$10 per space.

GAS PIPING

Up to five outlets	\$30
Over five outlets	\$30 plus \$5 for each outlet over five

**COMMUNITY DEVELOPMENT – BOARD OF ADJUSTMENT, REZONING,
SPECIAL USE PERMIT & SUBDIVISION**

Application:

Board of Adjustment	\$150
Rezoning/Special Use Permit/ Planned Unit Development (PUD)	\$500
Preliminary Plat	\$300 plus \$20 per lot review fee
Final Plat	\$300 plus \$15 per lot review fee
Administrative or Minor Plat	\$300

Other:

Administrative Fee	\$15
Complete Building Report	\$25 annually
Comprehensive Plan	\$35 plus tax
Land Development Ordinance	\$30 plus tax
Map Update Fee	\$25
Publications	Actual cost of publication
Signs (rezoning and special use)	\$17 plus tax
Zoning Verification Reports	\$30

COMMUNITY DEVELOPMENT – WIRELESS TELECOMMUNICATIONS FACILITIES

Application:

D.A.S. Node	\$200 per node
Eligible Facility Permit Colocation/Modification	\$1,000
Special Use Permit New Facility	\$3,000

COMMUNITY DEVELOPMENT – PERMITS TO OCCUPY THE RIGHT-OF-WAY

Application:

Temporarily Occupy	\$10 per day
Permanently Occupy	\$250 per Facility
Right-of-Way Use Rate (Not applicable to Right-of-Way Users which have a current Franchise agreement)	\$250 annually per facility, single linear run of underground utility infrastructure

COMMUNITY DEVELOPMENT – SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY

Application:

Modify, Replace, and Install New Ground Mounted Facility or Pole	\$250 per Facility and Pole
<u>Co-location on Authority Pole:</u> Application Fee	\$500 minimum for up to 5 facilities, \$100 for each additional facility on the same application (maximum of 10)
Annual Usage Rate	\$20 per pole
Right-of-Way Use Rate	\$250 annually per small wireless facility

COMMUNITY DEVELOPMENT – CODE ENFORCEMENT

Nuisances:

Abatement of Nuisance/Rubbish	\$100 per hour (minimum of \$100) (including postage, dumping fees, legal fees, and \$50 administrative fee)
Weed Abatement	\$85 per hour (including postage, dumping fees, legal fees, and \$50 administrative fee)
Removal of Snow & Ice	\$85 per hour (including postage, legal fees, and \$50 administrative fee)
Towing	Postage, legal fees, and \$50 administrative fee *Towing fees will be invoiced by towing company.
Equipment	\$15 per hour

ECONOMIC DEVELOPMENT

PACE (Property Assessed Clean Energy) Program:

Application fee	\$1,000 due with application
Administrative fee	\$40,000 or 1% of the capital amount of the PACE project, whichever is less, due at closing
Annual fee	\$500 due annually for life of the bond

ENGINEERING

Application:

Vacation of street, alley, or easement	\$200
Administrative Fee	\$15
Map Update Fee	\$25
Plans and Specifications (Includes standard USPS mailing)	\$75 minimum - \$125 if purchased from Engineering Dept. \$30 if purchased from Quest CDN
RFQ, RFP, Design-Build Letter of Interest	\$15 from www.questCDN.com
Publications	Actual cost of publication.

Other:

36" x 48" Print (Map)	\$10 per sheet plus tax
24" x 36" Print (Map)	\$8 per sheet plus tax
Scanned Sheet plus actual time	\$60 per hour (minimum 1/2 hour):
24" x 36" and smaller	\$5 per sheet plus tax
CD and mailing charge	\$25
Sheets larger than 24" x 36" (incl. CD & mailing charge)	\$25 per sheet plus tax
Special Delivery (UPS, Federal Express, etc.)	Actual cost

FIRE

Rescue Service Fees

Definitions:

Tiered Response – Mutual aid to another department or district which does not have the type, volume, or level of service available to meet the needs of the incident or the patient(s). Mutual aid may be initiated by radio call or by standing agreement for automatic mutual aid/dual response per written agreement. In this situation, Columbus Fire Department (CFD) provides care, transportation, and medical supplies.

ALS Intercept – Aid to another licensed ambulance service in the State of Nebraska who has transport capability but needs ALS, and only has BLS care available. In this situation, our ALS personnel board their ambulance with necessary equipment and supplies and the transport continues. For billing purposes this is treated the same as an ALS treat & release. The ALS Intercept billing rate also applies to situations where CFD personnel arrive and treat but a third service, such as a helicopter, transports the patient.

- (a) \$725 Emergency Basic Life Support transport service call.
- (b) \$125 Basic Life Support treat and release (non-transport)
- (c) \$150 Lift Assist/Fall for private residences (non-transport).
- (d) \$350 Lift Assist/Fall for Assisted Living/Nursing Home Facilities/Midwest Medical Transport (non-transport).
- (e) \$1,056 Emergency Advanced Life Support Level One transport service call.
- (f) \$1,531 Emergency Advanced Life Support Level Two transport service call.
Same applies for Tiered Response (patient is transported in city ambulance)
- (g) \$493 Advanced Life Support treat and release or assist service call (non-transport).
- (h) \$493 Paramedic Intercept service call.
(other service transports patient with city medic on board)
- (i) \$19 per loaded patient mile.
- (j) Additional family members when treated at the same site and transported shall be charged the same fees as Basic Life Support or Advanced Life Support Level One or Two, whichever is appropriate.
- (k) \$0 Dry run (no patient found or care not required).

These are global fees which cover cost of supplies, labor and medicines.

Reports: NARSIS	\$20 (incl. tax)
Fire	\$20 (incl. tax)

Other: SCBA Bottle	\$7 (incl. tax)
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Ambulance/Fire Apparatus Standby Personnel Fees

(a) Standby for service	\$75/unit/person/hour
(b) Ambulance	\$100/hour
(c) Fire Engine w/Jaws	\$100/hour
(d) Brush truck	\$50/hour
(e) Ladder truck	\$1,000/hour
(f) Install flag pole ropes or cables	\$500 each

HazMat Response

Services:

(a) HazMat Technician (certified)	\$34.50/person/hour
(b) HazMat Support (Operations level or higher)	\$20/person/hour
(c) HazMat 2 (Kenworth) & HazMat Trailer (48 ft)	\$160/hour
(d) HazMat 2 (Kenworth) with no trailer	\$80/hour
(e) HazMat 1 (F350) & Decon Trailer	\$122/hour
(f) HazMat 1 (F350) with no trailer	\$61/hour
(g) Suburban & support trailer (incl. 6x6)	\$100/hour
(h) Suburban with no trailer	\$50/hour
(i) Fire Engine (in support of hazmat response)	\$200/hour

Stipend:

(a) HazMat Technician (certified)	\$26.50/hour
(b) HazMat Support (Operations level or higher)	\$15.45/hour

Fireworks Application Fees

All fees are non-refundable.

Applications received by 5 p.m. on June 10th

Minimum Sq. Ft.	Maximum Sq. Ft.	Fee (Per Location)
0	424	\$550
425	600	\$600
601	800	\$700
801	1600	\$900
1601	2400	\$1,250

Applications received June 11th through June 18th – Double the application fee.

Applications received June 19th through June 25th – Triple the application fee.

Applications received by 5 p.m. on December 19th

Minimum Sq. Ft.	Maximum Sq. Ft.	Fee (Per Location)
0	424	\$550
425	600	\$600
601	800	\$700
801	1600	\$900
1601	2400	\$1,250

Insurance Requirements:

Certificate of Insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate coverage.

GENERAL ADMINISTRATION

Application for Franchise	\$500
Code Book	\$100
Code Book Updates	\$35 per year
Copies and Scanned Documents:	
Black & White (Letter & Legal)	\$.25 per copied page (incl. tax)
Colored (Letter & Legal)	\$.60 per copied page (incl. tax)
Black & White (11" x 17")	\$.50 per copied page (incl. tax)
Colored (11" x 17")	\$.75 per copied page (incl. tax)
Credit Card Convenience Fee:	
Charges under \$300	\$2
\$300 - \$700	\$10
\$701 - \$1,000	\$15
\$1,001 and above	Prorated
Documents prepared by City Attorney (i.e., waivers, easements, etc.)	Actual cost
Insufficient Funds	\$25 per occurrence
Recording/Administrative Fee	\$15
Reproduction of Recordings	\$20
Research	\$30 per hour (following 4 cumulative hours)
Liquor Licenses:	
Entertainment District	\$300
Publication Fee	\$15
Special Designated Liquor License	\$40 per day
Miscellaneous Licenses/Permits:	
Junk Shop	\$25 annually
Pawnbroker	\$50 annually plus \$5,000 bond
Itinerant Carnival, Show Troupe	
Itinerant or Commercial Entertainment	\$25 per day or \$100 per week
Tobacco – Retail (Fee set by State Statute)	\$15 annually plus Administrative Fee
Tobacco – Wholesale (Fee set by State Statute)	\$100 annually plus Administrative Fee
Occupation of Street (temporary storage on City property)	Certificate of Insurance \$1,000,000 per occurrence \$1,000,000 aggregate

GOLF COURSE

QUAIL RUN

Daily Green Fees

Rate

Weekday 9-hole	\$17.76
Weekday 18-hole	\$27.10
Weekend/Holiday 9-hole	\$23.83
Weekend/Holiday 18-hole	\$34.81
Junior/Senior/Super Senior Weekday 9-hole	\$14.02
Junior/Senior/Super Senior Weekday 18-hole	\$20.56
Twilight (two hours before sunset any day)	\$13.08
Winter Rates: December 1 – March 31	
9-holes	\$14.02
9-holes w/cart	\$18.69
18-holes	\$20.56
18-holes w/cart	\$27.10

Season Pass

Junior 7-day	\$220.26
Young Adult 7-day	\$514.02
Single 7-day	\$929.91
Family 7-day	\$1,308.41
Senior 7-day	\$836.45
Super Senior 7-day	\$742.99
Additional Spouse Pass for Above Categories	\$350.47

Individual Installment Pass

\$274 down payment due no later than February 15th and four payments of \$185 due February 28th, March 31st, April 30th and May 31st

Family Installment Pass

\$351 down payment due no later than February 15th and four payments of \$263 due February 28th, March 31st, April 30th and May 31st

Punch Cards (Individual or Corporate)

20 Punch 9-hole	\$350.47
20 Punch Senior/Super Senior 9-hole	\$280.37
20 Punch 18-hole	\$542.06
20 Punch Senior/Super Senior 18-hole	\$411.20

High School Teams – with range balls (Monday – Friday)

\$1,916.00

Cart Fees	Rate
9-hole	\$10.75
18-hole	\$16.12
Senior/Super Senior 9-hole	\$9.81
Senior/Super Senior 18-hole	\$14.95

Annual 1/2 Cart Pass

Individual	\$654.21
Spouse of Individual	\$327.11
Individual Senior/Super Senior	\$523.36
Spouse of Individual Senior/Super Senior	\$261.68

Age is determined by age at time of purchase.

Junior – 18 and Under

Young Adult – 19-23

Regular Adult – 24-59

Senior – 60-69

Super Senior – 70 and Over

Passes not valid for corporate/company/state, booster outings, or tournaments.

Fees are set by golf professional and are subject to change.

Reel Sharpening

One cutting unit (reel and bedknife) grinding only	\$50
Additional labor per hour plus parts	\$50
Minimum charge one hour	\$50

VAN BERG – Golf

Daily Green Fees

Rate

Weekday	\$13.08
Weekend/Holiday	\$15.89
Junior/Senior/Super Senior Weekday	\$11.21
Twilight (two hours before sunset any day)	\$10.28
Additional 9 holes – All players	\$6.54
Junior golfers (15 and under) play free at Van Berg when accompanied by a greens fee paying adult	

Cart Fees

9-hole	\$10.75
18-hole	\$16.12
Senior/Super Senior 9-hole	\$9.81
Senior/Super Senior 18-hole	\$14.95

Season Pass

Junior 7-day	\$220.26
Young Adult 7-day	\$514.02
Single 7-day	\$929.91
Family 7-day	\$1,308.41
Senior 7-day	\$836.45
Super Senior 7-day	\$742.99
Additional Spouse Pass for Above Categories	\$350.47

Individual Installment

\$274 down payment due no later than February 15th and four payments of \$185 due February 28th, March 31st, April 30th and May 31st

Family Installment

\$351 down payment due no later than February 15th and four payments of \$263 due February 28th, March 31st, April 30th and May 31st

Punch Cards (Individual or Corporate)

20 Punch Regular	\$261.60
20 Punch Senior/Super Senior	\$224.29

Lockbox (if used) - \$10 for all day – tax included

Age is determined by age at time of purchase.

Junior – 18 and Under

Young Adult – 19-23

Regular Adult – 24-59

Senior – 60-69

Super Senior – 70 and Over

Passes not valid for corporate/company/state, booster outings, or tournaments.

Fees are set by golf professional and are subject to change.

VAN BERG – FootGolf

Daily Green Fees

Rate (Incl. Tax)

Regular rate:

9 holes

\$10

18 holes

\$15

Junior rate (15 and under):

9 holes

\$7

18 holes

\$12

Ball rental

\$3

LIBRARY

Established by Library Board

Fines & Replacement Costs:

\$0.10 per day for each overdue book, audiobook, magazine, newspaper, or video recording (\$5 maximum).

\$0.50 per day for each overdue special collection item, including but not limited to, electronic device, game, puzzle, or equipment.

\$25 for any electronic device returned in book drop.

\$50 for overdue "By Reservation Only" projector.

Fee for Damaged/Lost/Unreturned Materials: Up to retail replacement cost of items. Patrons must pay the assessed cost of items. The library will not accept replacement items from patrons in lieu of payment for damaged, lost, or unreturned materials.

Service Fees:

\$1 for replacement of previously issued library or digital library card.

\$40 annually (\$25 for six months) for library privileges for residents outside of Columbus who are not eligible for a free card (per the library card policy).

\$5 for each test proctored (faxing fees and postage may apply).

\$1 per page for outgoing faxes (\$5 maximum up to 25 pages, \$1 per each additional page).

\$0.10 per black & white print made on standard printer/copier.

\$0.25 per color print made on standard printer/copier.

Makerspace fees:

Consumable materials used in the Makerspace are charged to users at cost plus sales tax. Prices are posted in the Makerspace.

Interlibrary Loan (ILL):

Unusual or international postage fees charged by the lending library will be charged after consultation with patron.

\$3 postage recovery fee will be charged to any patron who fails to pick up a requested interlibrary loan book before it expires.

PARKS AND RECREATION

All fees are non-refundable.

Athletic Field Rentals:

Recreation Leagues	\$15/Field/Day Youth \$35/Field/Day Adult
Organized Leagues (Clubs)	\$55/Field/Day Youth/Adult
Tournaments	\$55/Field/Day Youth/Adult
Recreation Practice	No Charge Youth/Adult BUT must be scheduled through Parks and Rec or not permitted
All outside Columbus community games	\$155

Due to proximity of the track and ball field, no baseball games shall be scheduled at the same time a track meet is in progress. Baseball practice may take place, but limited to a practice where balls do not land in the track and football field area.

Bleachers:

Bleacher rental (five row only) for special events
held in a city park \$93/bleacher/event.
Contingent upon availability. City will deliver and pick up.

Clinics:

Non-Profit organization
(sponsor is a local organization) \$60 (includes refuse disposal)

Private organization
(profits to be used for individual benefit.) \$215/day
\$240/day, if lights are used

Commercial Nature:

For anything of a commercial nature in any park where electricity is used, a \$10 fee will be assessed.

If additional cleanup is required, an additional \$50 fee will be assessed.

Cleanup for Columbus Days event in Frankfort Square \$190/day

Concessionaire: \$20/day
\$35/month

Park Board approval required for those wishing to sell goods and services on property under Park Board jurisdiction.

Concession Stand Rentals:

Armory, Gerrard, Centennial, Pawnee Park Baseball, Bradshaw, and Wilderness

Non-profit organization \$130/season, plus cleanup

Private organization \$295/season, plus
cleanup

Disc Golf:

Tournaments \$35

League Play \$35
Once per week/12 consecutive week maximum

Football: (Pawnee and Bradshaw Parks)

Scotus & Columbus High Schools \$800/varsity game

JV, Junior High, Freshman, Middle School
and Soap Scrimmages (under lights) \$400/game

JV, Junior High, Freshman, and Middle School (no lights) \$200/game

All non-local teams \$1,000/game

Horseshoe:

Electricity \$100/season

Tournaments \$65/tournament

Softball:

High School/College \$70 for refuse disposal
Electricity is 35% of actual usage for each season.

Tennis/Pickleball:

High School \$500/school year

Pawnee Park \$26/court/day
\$35 for 6 courts, 2
hours/day \$100 for 6 courts/day

Gerrard Park \$26/court/day

Tennis Association Electricity Fee \$275/season

Track:

Practice per season, per school (Columbus and Scotus High Schools, Columbus Middle School & Scotus Jr. High)	\$335
Invites and Relays	\$195/meet
Districts or Conference schools)	\$270/meet \$395/meet (not involving Columbus
Dual/Triangular Meets	\$70/meet
Electronic Timing System	\$210/meet
Special Olympics	\$50

No track practice can be held when a scheduled track meet is in progress. Due to proximity of the track and ball field, no baseball games shall be scheduled at the same time a track meet is in progress. Baseball practice may take place, but limited to a practice where balls do not land anywhere in the track and football field area.

Cost for items such as hurdles, jumping standards, jumping pits, and pole vault boxes will be split between the City, Columbus High School, and Scotus High School.

PROGRAMS:

The Parks and Recreation Director shall establish recreation program fees for miscellaneous sales, programming, special events, and promotion.

Program fees are non-refundable.

Shelter Reservations:

Glur Park Shelter	\$50/day
Pawnee Park West Shelter	\$25/table
Pawnee Park East Shelter	\$50/day

Payable at time reservation is made. No refunds.

Bark Park Reservation	\$35/day
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Stadium Reservations:

\$150 plus cleanup per event where no admission is charged or concession used. Park crew wages will be added to the \$150 fee for cleanup.

\$225/event where admission is charged.

\$300/event where concession is used.

\$525/event where admission and concession are used.

\$50/hour for video board usage

Marching Band Festival \$800

Wedding Reservation \$35

Condition of area for wedding is "as is".

All events requiring extra cleanup (garbage receptacles emptied only) \$70/day

POLICE

Impounded Vehicle:

Outside Storage	\$10 per day
Inside Storage	\$20 per day
Towing	Per agreement w/towing companies
Administrative Fee	\$30

Miscellaneous:

Reports (pick up in person)	\$5 First Page - \$1 Add'l Page
Faxes	\$5 First Page - \$1 Add'l Page
Criminal History Fee	\$10
CD containing audio/video/photo reproduction	\$20
Fingerprints	\$5 per card
Bike License	\$5
ATV/UTV/Golf Car Permit	
Fiscal Year 2022-2023	\$20
Fiscal Year 2023-2024	\$30
Fiscal Year 2024-2025	\$40
Fiscal Year 2025-2026	\$50
Gun Permit	\$5
Vendor/Solicitor Permit	\$15 per day or \$30 per month
Parking	\$15 - \$500

False Alarm:

One – Four	No Charge
Five – Seven	\$25 each
Eight – Ten	\$50 each
Eleven – Subsequent	\$100 each

Fire False Alarm:

First False Alarm	No Charge
Any subsequent within 6 months	\$100

Registration:

Vacant Building	\$5
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Parking Violations:

The fines for parking violations, if paid within five (5) days are as follows:

Handicapped (Disabled) Parking, 1 st Offense:	\$150
Handicapped (Disabled) Parking, 2 nd Offense:	\$300 within one-year period
Handicapped (Disabled) Parking, 3 rd Offense:	\$500 within one-year period
Restricted Parking Lot, 1 st Offense:	\$15
Restricted Parking Lot, 2 nd Offense:	\$25
Restricted Parking Lot, 3 rd Offense:	\$100
Parking Near Fire Hydrant	\$25
Parking in Fire Lane	\$25
Parking Near Street Intersection	\$15
Parking Within Sidewalk Space	\$15
Parking Near Traffic Control Device	\$15
Semi-Truck/Trailer and Commercial Vehicle Violation	\$15
Angle Parking	\$15
Parking of Oversize Vehicles, Trailer, Mobile Home, Camping Trailer, or Bus in Residential Districts	\$15
School Buses Stopped	\$15
Parking Prohibited on Certain Streets	\$15
Parking Upon Roadways or City Parking Lots for certain purposes prohibited	\$15
Abandoned Vehicle	\$15
Obstructing Driveways or Roads	\$15
Painting Curbs, Prohibited	\$15
Parking In Alleys	\$15
Impeding or Obstructing Traffic	\$15
Standing in Loading Zone	\$15
Large Vehicles Parked	\$15
Parking for the purpose of selling merchandise	\$15
Parallel Parking	\$15
Streets Without Curb	\$15
Parking Time Limits	\$15
Stopping, Standing, or Parking in places which would cause hazardous conditions or traffic congestion	\$15
Parking with left side to curb prohibited	\$15
Unattended Motor Vehicles	\$15

The fines for all parking violations will double if not paid within five (5) days from the date the citation was issued.

The storage fee for vehicle impound lot will begin the day vehicle is placed into impound and end the day vehicle is removed from impound.

POLICE - ANIMAL CONTROL

Licensing:

Exotic Animal	\$20 + Administrative & Publication
Dog and Cat (January-December Intact)	\$25
Dog and Cat (January-December Altered)	\$13
Replacement Tag	\$3
Lifetime Dog and Cat License: <i>Non-transferable and Non-refundable</i>	
6 months to 5 years old	\$100
over 5 years old	\$50

Impound Fees:

First Offense	\$15
Second Offense	\$25
Third Offense and each thereafter	\$40
Daily Charge for Animal in Custody	\$10

Unclaimed livestock found stray that are not able to be housed at the shelter will be charged same rates assessed by outside agency (i.e., sale barn, vet clinic or other organization contracted for this service.)

Animal under investigation at shelter for either a bite, vicious, or dangerous investigation case

\$25 per day

Upon the owner of any animal claiming their pet, the owner shall be responsible for all medical costs incurred by the City of Columbus while in the custody of the City of Columbus.

City Live Animal Trap Program:

Refundable Deposit	\$50
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Commercial Animal Establishment: \$100 annually

Hobby Beekeeper Application (non-refundable) \$20

Dangerous Dog Appeal (non-refundable) \$100

The Erna Badstieber Paws and Claws Adoption Center may request an appeal hearing without the appeal fee.

PUBLIC WORKS - STREET

Equipment Charges (for equipment only):

Equipment	Per Hour Cost + labor	Minimum
Backhoe	\$100	\$200
Boom Truck/Sign Truck	\$100	\$200
Chipper	\$50	\$100
Compressor	\$50	\$100
Concrete Saw	\$8 per foot	\$100
Dump Truck	\$50 five yards	\$100
Dump Truck	\$100 ten yards	\$200
Grader	\$150	\$300
Loader	\$100	\$200
Pickup	\$30	\$60
Sweeper	\$75	\$150
Tractor	\$50	\$100
VAC Trailer	\$125	\$175
Mower	\$125	\$150

Other equipment charges will be actual costs plus a 10% administrative charge (with a 2 hour minimum charge).

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8 hour work day (minimum charge of \$70).

Sidewalk Replacement \$300 for 25 sq. ft.(min.) \$10/sq. ft. for each add'l sq. ft.

Street Replacement \$400 for 25 sq. ft (min.) \$13/sq. ft. for each add'l sq. ft.
Only concrete (6" typical)

Street Replacement w/
Asphalt Overlay \$350 for 25 sq. ft. (min.) \$12/sq.ft. for each add'l sq. ft.

Street Replacement w/
Only Asphalt (6" typical) \$300 for 12 sq. ft. (min.) \$11/sq. ft. for each add'l sq. ft.

Removal of Right of Way Tree:	With Tree Replacement	\$15
	Without Tree Replacement	\$75

Tree Service \$15 annually & Liability Insurance of \$500,000/\$1,000,000

Pruning of Branches on Right of Way or Park Trees for Purpose of Moving a Building must be done by contractor.

Utility Cuts	\$15 per lineal foot	\$200 minimum
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Excavation Permit:

	FEE (per sq. ft.)
Concrete less than 4" depth	\$10
Concrete 4" – 6" depth	\$10
Concrete over 6" depth	\$10
Asphalt less than 4" depth	\$10
Asphalt 4" – 6" depth	\$10
Asphalt over 6" depth	\$10
Gravel	\$10
Fill Material	\$10

Should area not be restored by applicant, City will restore and charge the cost of restoration.

PUBLIC WORKS - TRANSFER STATION

Garbage Hauler Licensing Fees & Requirements: \$150 annual fee + bond in an amount equal to 1/4 of the total transfer station charges incurred by the licensed hauler during the preceding calendar year. Those haulers not in business for one full year will post a bond of \$5,000.

Overweight Permit: \$100 per vehicle

City Fees: The following quantities and fees shall apply to the weight of all municipal solid waste, refuse, and materials deposited or unloaded at the Solid Waste Transfer Station:

Category	Fee	Minimum
Solid Waste Availability Fee (billed on water/sewer utility bills and collected as such):		
Residential	\$2 per month	
Commercial	\$6 per month	
Industrial	\$10 per month	
 Municipal Solid Waste Tipping Fee deposited or unloaded other than by a licensed garbage hauler:	 \$69 per ton	 \$15 per vehicle (up to 320 lbs)
(An additional trailer shall be considered an additional vehicle.)		
 Community Cleanup Rate:	 \$10 minimum	 (up to 2 days, twice a year)
 Municipal Solid Waste Tipping Fee deposited or unloaded by a licensed garbage hauler:	 \$42 per ton	
+ Occupation Tax	\$27 per ton	
<i>* Occupation Tax is covered in Columbus City Code – Section 111.03</i>		
 Wood pallets, construction and demolition debris or masonry rubble deposited or unloaded other than by a licensed garbage hauler:	 \$69 per ton	 \$3.50 per vehicle (up to 100 lbs)
(An additional trailer shall be considered an additional vehicle.)		
 Wood pallets, construction and demolition debris or masonry rubble deposited or unloaded by a licensed garbage hauler:	 \$42 per ton	
+ Occupation Tax	\$27 per ton	
<i>* Occupation Tax is covered in Columbus City Code – Section 111.03</i>		

Category	Fee	Minimum
Trees and limbs (virgin wood) deposited or unloaded at the Solid Waste Transfer Station or other designated dumping grounds (other than by a licensed garbage hauler): (An additional trailer shall be considered an additional vehicle.)	\$69 per ton	\$2.50 per vehicle (up to 80 lbs)

Trees and limbs (virgin wood) deposited or unloaded at the Solid Waste Transfer Station or other designated dumping grounds (by a licensed garbage hauler):	\$42 per ton
+ Occupation Tax.	\$27 per ton

** Occupation Tax is covered in Columbus City Code – Section 111.03*

Trees and limbs (virgin wood) deposited or unloaded at the Solid Waste Transfer Station or other designated dumping grounds weighing less than 20 lbs:	No Charge
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Any material deposited or unloaded which causes any damages or plugging up of the Transfer Station push pits:	Actual cost of incurred expense	\$75 per occurrence
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Equipment:	Per hour cost	Minimum
Dump Truck	\$50	\$100
Loader	\$100	\$200
Pickup	\$30	\$60

Other equipment charges will be actual costs plus a 10% administrative charge (with a 2 hour minimum charge)

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8 hour work day (minimum charge of \$70).

Inoperative Scales: If the scale is inoperative for any reason, the charge to licensed collectors and others with charge accounts shall be the average charge per load for the previous full month or the operator may require customers to acquire a weight slip from a commercial scale.

Right of Refusal: Should any illegal or questionable material be brought to the transfer station to be deposited or unloaded, the transfer station reserves the right of refusal of the material.

PUBLIC WORKS - WATER/SEWER UTILITIES

Water Rate Table:

Rates per 1,000 gallons or portions thereof:

Use	Location	10/01/17	10/01/18	10/01/19	10/01/20	10/01/21
Residential	Inside City Limits	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35
Residential	Outside City Limits	\$2.68	\$2.68	\$2.68	\$2.68	\$2.68
Commercial	Inside City Limits	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21
Commercial	Outside City Limits	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63
Industrial	Inside City Limits	\$1.19	\$1.19	\$1.19	\$1.19	\$1.19
Industrial	Outside City Limits	\$2.47	\$2.47	\$2.47	\$2.47	\$2.47

Monthly Service Charges:

Meter Size					
3/4"		\$6.78	\$6.78	\$6.78	\$6.78
1"		\$6.78	\$6.78	\$6.78	\$6.78
1-1/2"		\$20.35	\$20.35	\$20.35	\$20.35
2"		\$33.92	\$33.92	\$33.92	\$33.92
3"		\$67.85	\$67.85	\$67.85	\$67.85
4"		\$101.77	\$101.77	\$101.77	\$101.77
6"		\$203.54	\$203.54	\$203.54	\$203.54
8"		\$339.24	\$339.24	\$339.24	\$339.24
10"		\$508.86	\$508.86	\$508.86	\$508.86
12"		\$949.86	\$949.86	\$949.86	\$949.86

Special Water: For water connections that have never been assessed or charged for water service.

Special Connection Charge for Lots 66' or less
 - Outside City Limits \$2,508.00
 \$110.00 additional

Special Connection Charge for Lots in excess of 66'
 - Outside City Limits \$38.00 per front footage
 \$110.00 additional

Sewer Rate Table:

Rates per 1,000 gallons or portions thereof:

Use	Location	10/01/17	10/01/18	10/01/19	10/01/20	10/01/21
Residential	Inside City Limits	\$4.22	\$4.43	\$4.65	\$4.88	\$5.13
Residential	Outside City Limits	\$6.06	\$6.36	\$6.68	\$7.02	\$7.37
Commercial	Inside City Limits	\$4.22	\$4.43	\$4.65	\$4.88	\$5.13
Commercial	Outside City Limits	\$6.06	\$6.36	\$6.68	\$7.02	\$7.37
Industrial	Inside City Limits	\$4.22	\$4.43	\$4.65	\$4.88	\$5.13
Industrial	Outside City Limits	\$6.06	\$6.36	\$6.68	\$7.02	\$7.37

Monthly Service Charges:

Meter Size					
¾"	\$7.74	\$8.13	\$8.53	\$8.96	\$9.41
1"	\$7.74	\$8.13	\$8.53	\$8.96	\$9.41
1-½"	\$23.22	\$24.38	\$25.60	\$26.88	\$28.23
2"	\$38.71	\$40.64	\$42.67	\$44.81	\$47.05
3"	\$77.41	\$81.28	\$85.35	\$89.61	\$94.09
4"	\$116.12	\$121.92	\$128.02	\$134.42	\$141.14
6"	\$232.24	\$243.85	\$256.04	\$268.84	\$282.28
8"	\$387.06	\$406.41	\$426.73	\$448.07	\$470.47
10"	\$580.59	\$609.62	\$640.10	\$672.11	\$705.71
12"	\$1,083.77	\$1,137.96	\$1,194.85	\$1,254.60	\$1,317.33

Special Sewer: For sewer connections that have never been assessed or charged for sanitary sewer service.

Special Connection Charge for Lots 66' or less \$1,650.00
 - Outside City Limits \$110.00 additional

Special Connection Charge for Lots in excess of 66' \$25.00 per front footage
 - Outside City Limits \$110.00 additional

Sewer Surcharge Rate: BOD \$0.234 per pound
 TSS \$0.194 per pound
 Grease \$0.388 per pound

Disposal of Septic Waste or Portable Waste at the WWTF \$0.05 per gallon

Stormwater Management Program:

Residential zoning (AG, RR, R-1, R-2, R-3, and RMH)

Tier No.	Parcel Max Impervious Surface Area (sq. ft.)	Rate
1	between 0.0 and 4,000	\$3.00
2	between 4,001 and 6,000	\$3.25
3	between 6,001 and 50,000	\$3.50
4	greater than 50,000	\$6.00

Commercial zoning (O, LC, UC, B-1, and B-2) and Industrial zoning (ML/C-1 and MH)

1	between 0 and 36,000	\$3.00
2	between 36,001 and 195,000	\$4.75
3	between 195,001 and 1,450,000	\$9.00
4	greater than 1,450,000	\$11.50

Grease Management Program:

Grease Trap interceptor and/or automatic grease removal device	
Annual permit	\$50 per unit
Annual inspection	\$35 per site
Late fee and/or non-permitted activity	\$100 per unit/per occurrence
Grease disposal	\$0.15 per gallon

Nonresidential Strength Wastewater shall be charged actual costs based on composition of the waste for treatment, handling, and disposal plus a 10% administrative charge.

Water/Sewer Miscellaneous:

Water Permit	\$50 each	
Sewer Permit	\$50 each	
Water – Turned On	\$25 per occurrence	Non-Payment & Convenience Call
	\$50	Non-Payment – After 5 pm of the day of request
	\$100	Convenience call - After 5 pm of the day of the request
Water – Shut Off	\$25 per occurrence	Non-Payment & Convenience Call
	\$100	Convenience call - After 5 pm of the day of the request
Insufficient Funds	\$25 per occurrence	
Filling Consumer Tanks	\$5 for first 1,000 gallons & \$3.75 for each add'l 1,000 gallons or portions thereof over 1,000 gallons.	
Rates for Building Under Construction	Regular charge-as though water was taken by regular customer service.	

Equipment:	Per Hour Cost	Minimum
Backhoe	\$100	\$200
Compressor	\$50	\$100
Dump Truck	\$50 five yards	\$100
Dump Truck	\$100 ten yards	\$200
Loader	\$100	\$200
Service Truck	\$45	\$90
Service Van	\$50	\$100
Pumps	\$50	\$100
Tapping Machine	\$150 per tap	
Fire Hydrant:		
Meter	\$100 deposit	
Flush Valve	\$100 deposit	\$30 monthly
Water Line Freeze Pack	\$100 per line	

Other equipment charges will be actual costs plus a 10% administrative charge (with a 2-hour minimum charge).

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8-hour work day (minimum charge of \$70).

Service:

Sewer Cleaning	Commercial	Residential
Wash Down	\$75 per hr. - \$150 minimum	\$50 per hr. - \$100 minimum
Haul Water	\$75 per hr. plus current water rates	\$75 per hr. plus current water rates

Video Inspection: Rates are charged as per foot for contract Video Inspections or Service Locates. This rate is for video inspection only. If lines need to be cleaned, contractor will be charged as per fee schedule. If any other labor is involved, the contractor will be charged for additional labor.

Line Size	Cost	Minimum
6" Sewer Lines	\$.75 per ft.	\$100
8" Sewer Lines	\$1.00 per ft.	\$125
10" Sewer Lines	\$1.50 per ft.	\$150
12" Sewer Lines	\$2.00 per ft.	\$200

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8-hour work day (minimum charge of \$70).

Combination Pressure/Vacuum Cleaning Sewer Line: Rates are charged as per foot for contract Vacuum/Cleaning Sewer Line Services. This rate is for pressure/vacuum cleaning only. If any other labor is involved, the contractor will be charged for additional labor.

Line Size	Cost	Minimum
6" Sewer Lines	\$.75 per ft.	\$100
8" Sewer Lines	\$1.00 per ft.	\$125
10" Sewer Lines	\$1.50 per ft.	\$150
12" Sewer Lines	\$2.00 per ft.	\$200

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8-hour work day (minimum charge of \$70).

14.B. Resolution No. R23-129 approving agreement with Burns & McDonnell Engineering Company, Inc. in the amount of \$99,846 for Traffic Signal Analysis 2023 project on Lost Creek Parkway at intersections of 33rd Avenue, 48th Avenue, and Wilderness Road and at intersection of 27th Street and 33rd Avenue.

RESOLUTION NO. R23-129

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. IN THE LUMP SUM AMOUNT OF \$99,846 FOR TRAFFIC SIGNAL ANALYSIS 2023; 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, the City standard request for qualifications process was followed and Burns & McDonnell Engineering Company, Inc. selected for this project; and

WHEREAS, the city intends to revise and add traffic signalization and lane reconfiguration on Lost Creek Parkway intersections with 33rd Avenue, 48th Avenue and Wilderness Road and the intersection of 27th Street and 33rd Avenue; and

WHEREAS, engineering services for this project can be provided by Burns & McDonnell Engineering Company, Inc. as set out in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that an Agreement Between Owner and Engineer for Professional Services with Burns & McDonnell Engineering Company, Inc. in the lump sum amount of \$99,846 for Traffic Signal Analysis 2023, 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

MEMORANDUM

DATE: September 13, 2023
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Traffic Signal Analysis 2023 Owner and Engineer Agreement for Professional Services with Burns & McDonnell Engineering Company, Inc.

RECOMMENDATION:

I recommend approval of the Owner and Engineer Agreement for Professional services with Burns & McDonnell Engineering Company Inc. for Traffic Signal Analysis 2023 on Lost Creek Parkway intersections 33rd Avenue, 48th Avenue, and Wilderness Road and the intersection of 27th Street and 33rd Avenue.

DISCUSSION:

The City standard selection process was followed. The project includes evaluations of all intersections, and design and construction phase services.

Task 1 – Data Collection of all intersections

- Traffic counts
- Existing systems

Task 2, 3 and 4– Preliminary and Final design and construction phase services of traffic signal systems

- Lost Creek Parkway and 48th Avenue
- Lost Creek Parkway and 33rd Avenue signal upgrades and pavement and striping revisions for turn lane
- Lost Creek Parkway and Wilderness Road signal upgrades for turn lanes
- 27th Street and 33rd Avenue capacity analysis and recommendations (does not include design phase services)

Task 5 – Coordination Meetings

- In person and virtual

Task 6 – Project Management and Quality Control

- Project management plan
- Quality control plan

It should be noted that traffic signal poles and controllers are currently experiencing

Proposed Timeline, subject to construction costs and budgeting availability.

Data Collection – September through October 2023

Plans and estimate of cost for bidding – early 2024

Award of project, which may be phased – spring 2024 (pending bid results)

Projected final construction – end of calendar year 2024 (pending material deliverables and 2024-2025 budget request)

Engineering Department is providing the topographic survey work for the project.

FISCAL IMPACT:

Lump sum amount of \$99,846. Part of 2023-2024 Budget CIP 23-022 in the amount of \$300,000

ALTERNATIVE:

Do not approve

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]



PROFESSIONAL SERVICES AGREEMENT – SINGLE PROJECT ENGINEER-OWNER AGREEMENT

This AGREEMENT is made as of September 13, 2023, by and between the City of Columbus, Nebraska (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc., a Missouri Corporation specializing in consulting engineering services (hereinafter called ENGINEER).

OWNER requires professional engineering services in connection with the Traffic Signal Analysis 2023 (the Project). Therefore, OWNER and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as OWNER'S professional engineering consultant and shall give consultation and advice to OWNER during the performance of ENGINEER'S services. All services shall be performed under the direction of a professional engineer registered in the State of Iowa and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services shall be undertaken only upon written Authorization of OWNER and agreement of ENGINEER.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional design services in connection with specifically authorized Projects as hereinafter stated which shall include normal civil engineering and traffic engineering services incidental thereto.

2.1.2 Advise OWNER as to the necessity of OWNER providing or obtaining services or data from others of types described in Paragraph 4.3, make recommendations as to the possible sources of such services, and act as OWNER'S representative in connection with any such services.

2.2 Basic Scope of Services

2.2.1 The services to be provided by ENGINEER are set out more fully in the attached Exhibit A.

2.3 Schematic Design Phase – Not included in this Scope of Services

2.4 Preliminary Design Phase

2.4.1 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.

2.4.2 Prepare a revised preliminary cost opinion for the Project based on the information contained in the preliminary design documents.

2.5 Final Design Phase

2.5.1 On the basis of the approved preliminary design documents, prepare for incorporation in the Contract Documents detailed drawings to show the character and scope of the Work to be performed by

contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by OWNER, its legal counsel, and other advisors as appropriate, and assist OWNER in the preparation of other related documents.

2.5.2 Provide technical criteria, written descriptions, and design data for OWNER'S use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

2.5.3 Advise OWNER of adjustments in excess of ten percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bid Documents.

2.6 Bidding or Negotiating Phase

2.6.1 Assist OWNER in obtaining and evaluating bids or negotiating proposals and preparing construction contracts.

2.6.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s) [hereinafter called "Contractor(s)"], for those portions of the work as to which such acceptability is required by the Bid Documents.

2.6.3 Make recommendations regarding award of construction contracts.

2.7 Construction Phase

2.7.1 Consult with and advise OWNER and act as OWNER'S consultant as provided in ENGINEER'S standard General Conditions of the Construction Contract (a copy being attached hereto). The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in said General Conditions shall not be modified without ENGINEER'S written consent.

2.7.2 Review Contractor(s)' schedules for Work progress, equipment and materials procurement, submittals, and values for partial pay purposes, and project cash flow requirements.

2.7.3 Review and accept Submittals of Contractor(s) for conformance with the design concept and intent of the Contract Documents.

2.7.4 Make visits to the Site at intervals appropriate to the stages of construction to (consult with and advise ENGINEER'S Resident Project Representative, if any, and) observe the progress and quality of the executed Work, and to determine, in general, if the Project is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work nor shall the ENGINEER be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor's failure to perform construction work in accordance with the Contract Documents.

2.7.5 Issue all instructions of OWNER to Contractor(s); prepare routine Change Orders as required; act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto, and make decisions on claims of OWNER and Contractor(s) relating to the execution and progress of the Work and other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by ENGINEER in good faith.

2.7.6 Review Contractor(s)' applications for payment and supporting data, determine the amounts owing to Contractor(s), and approve in writing all payments to Contractor(s) in accordance with the Contract Documents.

2.7.7 Render periodic Work progress reports to OWNER.

2.7.8 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents, and if each Contractor has fulfilled all of its obligations thereunder so that ENGINEER may approve, in writing, final payment to each Contractor.

2.8 Post-Construction Phase

2.8.1 Provide qualified engineers during equipment start-up and instruct OWNER'S personnel in equipment function and intended use.

2.8.2 Prepare a reproducible Record Set of drawings revised to show significant changes made during construction of the Project in accordance with records provided by Contractor and ENGINEER'S Resident Project Representative.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by OWNER and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services which are not considered normal or customary Basic Services.

SECTION 4 - RESPONSIBILITIES OF OWNER

OWNER shall, within a reasonable time, so as not to delay the services of ENGINEER:

4.1 Provide full information as to OWNER'S requirements for the Project.

4.2 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the assignment, including previous reports and any other data relative thereto.

4.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services under this AGREEMENT.

4.4 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

4.5 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.

4.6 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.

4.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.8 Furnish, or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this AGREEMENT or other services as required.

4.9 ENGINEER makes no warranty, express or implied, that its design is free of errors or omissions. OWNER and ENGINEER agree that certain increased costs and changes may be required and are

anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by ENGINEER. Therefore, OWNER agrees to include in the Project budget a reserve in the amount of Five Percent (5%) of the estimated total Project cost as a contingency to be used, as needed, to pay for any such increased costs and changes. OWNER agrees to make no claim against ENGINEER or its consultants with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then subject to the limitations in Section 8, ENGINEER shall be responsible for costs incurred by OWNER above that sum but only to the extent caused by ENGINEER's negligent acts, errors, or omissions. In no event shall ENGINEER be responsible for direct costs that OWNER would have incurred but for the ENGINEER's act, error or omission.

4.10 Prior to commencement of the services, the ENGINEER may request in writing that the OWNER provide reasonable evidence that the OWNER has made financial arrangements to fulfill the OWNER's obligations under this Agreement. Thereafter, the ENGINEER may request such evidence if: (1) the OWNER fails to make a payment to the ENGINEER as required; (2) a change in the scope materially changes the contract amount; or (3) the ENGINEER identifies in writing a reasonable concern regarding the OWNER's ability to make payment when due. The OWNER shall furnish such evidence as a condition precedent to commencement or continuation of the ENGINEER's services. After the OWNER furnishes the evidence, the OWNER shall not materially vary such financial arrangements without prior notice to the ENGINEER.

SECTION 5 - PERIOD OF SERVICE

5.1 This AGREEMENT will become effective upon the first written notice by OWNER authorizing services hereunder.

5.2 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the completion of said services.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Compensation. OWNER shall pay ENGINEER for services rendered and reimbursable expenses shall be in a lump sum amount of *ninety-nine thousand, eight hundred forty-six dollars (\$99,846)*.

6.2 Statements

Monthly statements, in ENGINEER'S standard format, will be submitted by the ENGINEER to the OWNER. Statements will be based on the ENGINEER'S estimated percent of services completed at the end of the preceding month.

6.3 Payments

Statements are payable upon receipt. A late payment charge of 1.5 percent per month or any partial month will be added to amounts not received within 30 days of the statement date. Time is of the essence in payments of statements, and timely payment is a material part of the consideration of this AGREEMENT. Costs, including reasonable attorney's fees, incurred by the ENGINEER in collecting any delinquent amount shall be reimbursed by the OWNER. If a portion of ENGINEER'S statement is disputed by OWNER, the undisputed portion shall be paid by OWNER by the due date. The OWNER shall advise the ENGINEER in writing of the basis for any disputed portion of any statement.

6.4 Taxes

Taxes, other than United States federal and state income taxes, and Kansas City, Missouri earnings tax, as may be imposed by the United States, state, and local authorities, shall be in addition to the payment stated under "Amount of Payment".

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability:	\$1,000,000 Per Claim and Annual Aggregate

If requested, ENGINEER will provide to OWNER certificates as evidence of the specified insurance.

7.1.2. Construction Contractors shall be required to provide (or OWNER may provide) Owners' Protective Liability Insurance naming the OWNER as a Named Insured and the ENGINEER as an additional insured, or, to endorse OWNER and ENGINEER using ISO Form GC 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction Contractors' liability insurance policies covering claims for personal injuries and property damage in at least the amount required of ENGINEER in Section 7.1.1, above. Construction Contractors shall be required to provide certificates evidencing such insurance to the OWNER and ENGINEER.

7.1.3. OWNER and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER'S services. If the services result in a Construction Phase, a provision similar to this shall be incorporated into all Construction Contracts entered into by OWNER, and all construction Contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage or liability covered by any construction Contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from OWNER, the professional engineering services necessary to correct errors and omissions which are caused by ENGINEER'S failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER'S services for the Project.

7.2.2 The obligations and representations contained in Paragraph 7.2.1 are ENGINEER'S sole obligation and OWNER'S exclusive remedy with respect to defects in the quality of services detected prior to Project completion. OWNER'S failure to properly operate and maintain the Project shall relieve ENGINEER of its liability for any damage caused in whole or in part by improper operation or maintenance.

7.2.3 No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by ENGINEER or its employees or consultants.

7.2.4 Subject to Paragraph 7.14.1 and Section 8, the obligations and remedies stated in this Section 7.2, Professional Responsibility, are the sole and exclusive obligations of ENGINEER and remedies of OWNER, regardless of the cause of action pled including, without limitation, all types of negligence.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

7.4 Changes

OWNER shall have the right to make changes within the general scope of ENGINEER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNER and the President or any Vice President of the ENGINEER.

7.5 Suspension of Services

Should OWNER fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in ENGINEER'S services or if OWNER fails to make any payment to ENGINEER on account of ENGINEER'S services and expenses within 90 days after receipt of ENGINEER'S bill therefor, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this AGREEMENT until OWNER has satisfied OWNER'S obligations under this AGREEMENT.

7.6 Termination

7.6.1. Services may be terminated by the OWNER or ENGINEER by seven days' written notice in the event of substantial failure to perform in accordance with the Terms hereof by the other party through no fault of the terminating party. Failure on the part of the OWNER to make payments to ENGINEER when due shall be considered substantial nonperformance and cause for termination. If so terminated, OWNER shall pay ENGINEER all amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by ENGINEER in terminating the services.

7.6.2. In the event of premature termination of the Project by the OWNER and through no fault of the ENGINEER, the ENGINEER shall be entitled to: (1) recover all reasonable costs and expenses incurred to date of termination plus all costs incurred to assemble and close Project files and documents; (2) unavoidable down time in the reassignment of Project staff; (3) termination penalties/expenses related to third parties retained by ENGINEER in regard to its obligations under this contract; and (4) a termination amount of 15 percent of the remaining portion of the total compensation (or estimated compensation) agreed to herein or by separate authorization to cover lost profits, damages, and lost opportunity costs which cannot otherwise be accurately calculated.

7.7 Delays

In the event the services of the ENGINEER are suspended or delayed by the OWNER, the ENGINEER shall be entitled to additional compensation for reasonable costs incurred by the ENGINEER in temporarily closing down or delaying the Project and reassigning Project staff (including, but not limited to, unavoidable down time and any termination expenses incurred where reassignment is not reasonably

possible) and in organizing Project files, records, and work in progress for suspension and later resumption of the ENGINEER'S services.

7.8 Legal Fees and Expenses

In the event that a dispute should arise relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorneys' fees, and other related expenses.

7.9 Rights and Benefits

ENGINEER'S services will be performed solely for the benefit of the OWNER and not for the benefit of any other persons or entities.

7.10 Dispute Resolution

7.10.1 Scope of Section: The procedures of this Section 7.10 and its subparts shall apply to any and all disputes between OWNER and ENGINEER (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but not limited to, the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or omissions of OWNER or ENGINEER in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.

7.10.2 Exhaustion of Remedies Required: No arbitration may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Section 7.10. If timely Notice is given under Paragraph 7.10.3, but an arbitration is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.10.3, 7.10.4, and 7.10.5 have been complied with.

7.10.3 Notice of Dispute

7.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.10.3.2 For disputes arising after the making of final payment, OWNER shall give ENGINEER written Notice at the address listed in Paragraph 7.18 within ninety (90) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.

7.10.4 Negotiation: Within seven (7) days of receipt of the Notice, the Project Managers for the OWNER and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to the Division President or Vice President of the ENGINEER and the following executive officer of OWNER. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.

7.10.5 Mediation: If the OWNER'S and ENGINEER'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in Kansas City, Missouri unless the parties mutually agree on another location.

7.10.6 Arbitration:

7.10.6.1 If the parties are unable to resolve their dispute after at least one session of mediation, then any claim, dispute or other matter in question arising out of or related to this AGREEMENT (including disputes involving an officer, director or employee of either party), whether in contract or in tort, shall be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association.

7.10.6.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.10.6.3 No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this AGREEMENT (other than disputes involving an officer, director or employee of either party, or subcontractor to ENGINEER), except by written consent containing a specific reference to this AGREEMENT and signed by the OWNER, ENGINEER, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein.

7.10.6.4 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this AGREEMENT shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.10.6.5 Any legal action necessary to compel, confirm, vacate, enforce, modify or otherwise affect the mediation or arbitration shall be filed in state or federal courts in the State of Missouri and each party expressly consents to jurisdiction therein.

7.10.7 Waiver Upon Final Payment: The making of final payment by OWNER and the acceptance of same by ENGINEER and ENGINEER'S subconsultants shall constitute a waiver of existing claims by the OWNER and such payee except those previously made in writing and identified as unsettled by OWNER at the time of payment, or by the payee at the time of such payee's final invoice. Except for those claims waived under Paragraph 7.1.3, final payment shall not constitute a waiver of claims by the OWNER relating to liens unsettled, or subsequent discovery of services not in compliance with this AGREEMENT. The waivers contained in Paragraph 7.1.3 shall continue to apply after final payment is made.

7.10.8 Waiver Due to Untimely Notice: Claims arising after the making of final payment shall be barred, and no suit or demand may be filed if Notice as stated in Paragraph 7.10.3.2 is not given. Nothing in this Paragraph shall be construed as directly or indirectly limiting the time to institute suit, but rather to give the responding party timely notice and prompt opportunity to investigate the allegations of the dispute.

7.11 The OWNER represents that it has sufficient funds or the means of obtaining funds to remit payment to the ENGINEER for services rendered by the ENGINEER.

7.12 Publications

Recognizing the importance of professional development on the part of ENGINEER'S employees and the importance of ENGINEER'S public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'S services for the Project. Such publications will be provided to OWNER in draft form for OWNER'S advance review. OWNER shall review such drafts promptly and provide OWNER'S comments to ENGINEER. OWNER may require deletion of proprietary data or confidential information from such publications, but otherwise OWNER will not unreasonably withhold approval. The cost of ENGINEER'S activities pertaining to any such publication shall be for ENGINEER'S account.

7.13 Indemnification for Pollution Related Claims

For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, OWNER agrees to release, defend, indemnify, and hold harmless ENGINEER and its officers, directors, employees, agents, and consultants and from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of OWNER and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs arising out of the performance of this AGREEMENT. This indemnification provision extends to claims against ENGINEER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work.

7.14 Indemnification

7.14.1 Except for those projects identified in Section 7.13, and subject to the provisions of Sections 4 and 8 of this Agreement, ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require ENGINEER to provide a defense of the OWNER against any claim, suit or complaint.

7.14.2 OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

7.14.3 OWNER agrees that it will require all construction Contractors to indemnify, defend, and hold harmless OWNER and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, subcontractors, and suppliers.

7.14.4 If this Project involves construction, and ENGINEER does not provide engineering services during construction including, but not limited to, on-site observation, site visits, submittals review, and design clarifications, OWNER agrees to indemnify and hold harmless ENGINEER from or against any liability arising from the Project or this AGREEMENT.

7.15 Computer Models

ENGINEER may use or modify ENGINEER'S proprietary computer models in service of OWNER under this AGREEMENT, or ENGINEER may develop computer models during ENGINEER'S service to OWNER under this AGREEMENT. Such use, modification, or development by ENGINEER does not constitute a license to OWNER to use or modify ENGINEER'S computer models. Said proprietary computer models shall remain the sole property of the ENGINEER. OWNER and ENGINEER will enter into a separate license agreement if OWNER wishes to use ENGINEER'S computer models.

7.16 Reuse of Documents

All documents including Contract Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and ENGINEER shall have the ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from and against all claims, damages, losses, and expenses

including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.17 Electronic Media

Any electronic media (computer disks, tapes, and similar items) furnished with respect to ENGINEER'S services are for OWNER'S information and convenience only. Such media are not to be considered part of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by OWNER or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.)

ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have or which may arise in the future respecting use of the electronic media.

If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

7.18 Notices

Any Notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the following addresses:

OWNER'S address:

Rick Bogus, City Engineer
City of Columbus
2500 14th Street Suite 3
Columbus, NE 68602
402-562-4235
Rick.Bogus@columbusne.us

ENGINEER'S address:

Mark Tuch
1111 N.13th St, Suite 300
Omaha, NE 68102
402-408-3025
mjtuch@burnsmcd.com

7.19 Successor and Assigns

OWNER and ENGINEER each binds its self and its successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither OWNER nor ENGINEER shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

7.20 Controlling Law

This AGREEMENT shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

7.21 Entire Agreement

This AGREEMENT represents the entire AGREEMENT between the ENGINEER and OWNER relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises,

and conditions relating to ENGINEER'S services described herein are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event OWNER issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this AGREEMENT. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for the OWNER'S internal management of its operations.

SECTION 8 – LIMITATION OF LIABILITY

8.1 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation actually received by ENGINEER under this Agreement. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

8.2 In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

IN WITNESS WHEREOF, the _____ by and through its _____, and Burns & McDonnell Engineering Company, Inc., by its authorized officer have made and executed this AGREEMENT as of the day and year first above written.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION
PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

OWNER: City of Columbus, Nebraska

**ENGINEER: Burns & McDonnell Engineering
Company, Inc.**

By: _____

By:  _____

Name: _____

Name: Agnes A. Otto

Title: _____

Title: Transportation Director and Principal

Exhibit A
SCOPE OF SERVICES

Traffic Signal Analysis 2023
Columbus, NE

1. Project Description

The City of Columbus, Nebraska (City) has retained Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) to provide professional engineering services for intersection improvements at Lost Creek Parkway & 48th Avenue, Lost Creek Parkway & 33rd Avenue, Lost Creek Parkway & Wilderness Road and 27th Street & 33rd Avenue. Work will include traffic engineering, roadway design and construction phase services.

2. Scope of Services

The following sections detail the proposed scope of work for this project:

TASK 1: Data Collection

- A. **Weekday Traffic Counts:** Burns & McDonnell will collect peak hour turning movement counts (7:00-9:00 AM, 11:00 AM-2:00 PM, 3:00-6:00 PM) at the following study locations:

1. Lost Creek Parkway & 48th Avenue
2. Lost Creek Parkway & 33rd Avenue
3. Lost Creek Parkway & Wilderness Road
4. 27th Street & 33rd Avenue

All data collection activities will be performed on weekdays (Tuesday – Thursday) as well as during “dry” pavement and “normal” traffic conditions. Light rain showers or dew are included as “dry” pavement conditions. “Normal” traffic conditions are defined as those when all colleges and public and parochial schools are in session, no nearby construction is in process and when special events are not taking place. All data collection activities will be coordinated with City staff.

The traffic data will be used to evaluate existing operations, to evaluate left-turn phase options, and to identify signal timing adjustments. The data collected will be summarized and submitted to the City.

- B. **Review Previous Studies/Data:**

Burns & McDonnell will review relevant record drawings and previous traffic studies as provided by the City. The City shall provide the following information:

1. Relevant plans, studies, and record drawings.
2. Existing traffic signal timing plans, signal phasing, and signal coordination plans

Burns & McDonnell will provide a map identifying project survey limits. The City is responsible for completing the project survey and providing associated files to Burns & McDonnell. The City shall provide the following survey information:

1. Established Horizontal and Vertical Controls.
2. Topographical Survey - The City will perform the necessary topographic ground survey. Copies of field book records and electronic records will be submitted to Burns & McDonnell. Natural topographic features and man-made features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.
3. Utility Locates - Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features such as valves or manholes will be used to improve accuracy. The Consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.
4. Base Map Preparation - The City will create the base map using the topographic survey data in the City's CADD standards format.

C. **Field Review.** Burns & McDonnell will conduct a site visit to observe traffic flow during peak time periods and to gain an understanding of the traffic operations at each intersection. The goal of this review will be to review/verify existing signal timings; document existing lane configurations, intersection widths, pavement markings and signs; obtain queue data; observe bicycle and pedestrian activity, and document roadway characteristics and existing signal equipment.

TASK 2: Preliminary Design

Burns & McDonnell shall prepare design plans and develop an engineer's estimate of probable construction cost to a 90 percent level. Plans to include the following:

- A. **Lost Creek Parkway & 48th Avenue:** Burns & McDonnell will evaluate the addition of a northbound right-turn lane on 48th Avenue at Lost Creek Parkway. As part of this task, turning movement templates will be evaluated to determine the feasibility of restriping the existing pavement to accommodate the right-turn lane. This scope assumes that no additional pavement widening or utility relocations are required for this improvement. The design plans include the following elements:
 1. Project cover sheet for entire group of signals, including project name and general project information.
 2. Control detail sheets of survey baseline and design centerline with control point data (information provided by City).

3. The signal plans will include pole locations, signal head locations, wiring diagrams, detector locations, and initial signal timing parameters. It is anticipated that the signal poles will be combination mast arms with lighting.
4. Pavement marking and signing plans for the final lane configuration. This includes the installation of the advanced flashing warning beacons on Lost Creek Parkway and on the north leg of 48th Avenue.
5. Curb ramps on the east side of 48th Avenue and the design of approximately 200' of new sidewalk to tie into the existing sidewalk on the south side of Lost Creek Parkway.
6. Traffic control plans to maintain traffic during construction.
7. Removals of existing street light poles that may conflict with proposed signal pole locations.
8. Pavement marking and signing removals.

B. Lost Creek Parkway & 33rd Avenue – Burns & McDonnell will evaluate the addition of a northbound right-turn lane on 33rd Avenue at Lost Creek Parkway. As part of this task, turning movement templates will be evaluated to determine the feasibility of restriping the existing pavement to accommodate the right-turn lane. This scope assumes that no additional pavement widening, or utility relocations are required for this improvement. The design plans include the following elements:

1. The signal plans will include signal head modifications, wiring diagrams, and detection zone modifications.
2. Pavement marking and signing plans for the final lane configuration.
3. Traffic control plans to maintain traffic during construction.
4. Pavement marking and signing removals.

C. Lost Creek Parkway & Wilderness Road – Burns & McDonnell will evaluate the existing signal cabinet and controller and identify signal upgrades needed to integrate radar detection (stop bar and advanced radar detection) into the existing system. The design plans include the following elements:

1. The signal plans will include existing pole locations to position new radar detector devices, wiring diagrams, and new conduit. It is assumed that the existing cabinet will remain in place and will not be relocated.

D. Utility Coordination – Two meetings are anticipated to be held with utility companies. Meeting summary notes and a decision log will be maintained to document decisions made during the course of the design.

1. One meeting is anticipated with Loup Power to coordinate power service for the new traffic signal at 48th Avenue and Lost Creek Parkway
2. One meeting is anticipated to occur with utility companies to determine potential conflicts and coordinate utility relocations. Utility design effort is not included with this scope of services.

E. 27th Street & 33rd Avenue Analysis

1. Conduct a capacity analysis at the study intersections during the AM and PM peak hours utilizing methods following the Highway Capacity Manual (HCM) to identify potential improvements of the existing intersection operations.
2. Provide a draft memorandum to include initial recommendations for geometric improvements, signal timing modifications or signal equipment upgrades that may be required to improve intersection operations.
3. Based on City comments, provide a final memorandum on recommended improvements.

TASK 3: Prepare Final Plans

Make plan revisions to respond to comments made on the 90% plans and prepare final construction documents.

- A. Standard specifications/Special Provisions necessary for construction will be prepared and provided for inclusion with the final plans.
- B. The City will provide front end documents for incorporation into the construction documents.
- C. A final engineer's estimate of probable cost will be prepared utilizing historic bids based on similar projects.
- D. Burns & McDonnell to submit construction documents electronically in PDF format to the City.

TASK 4: Construction Phase Services

- A. Bidding Support - City shall be responsible for all advertising and bidding services. Burns & McDonnell will provide the following support to the City during the advertisement period:
 1. Prepare responses to up to ten (10) requests for information (RFIs) and prepare associated addenda, if required.
 2. One (1) Burns & McDonnell staff will attend the bid opening in Columbus, NE.
 3. Review bids and provide comments to the City with a recommendation for acceptance of bid.
- B. Construction Support – Burns & McDonnell will serve as an extension of the City to administer the project in accordance with project requirements. The City will provide construction support services during paving activities. Burns & McDonnell will provide the following support to the City during construction:
 1. One (1) Burns & McDonnell staff will attend a pre-construction conference in Columbus, NE.
 2. Review traffic signal shop drawings provided by the Contractor to determine conformance with general design. The purpose of the review is to check that the signal drawings have been correctly interpreted by the Contractor and the materials submitted meet the requirements specified in the plans.
 3. Prepare responses for up to ten (10) requests for information (RFIs) during construction.

4. One (1) Burns & McDonnell staff will participate in up to four (4) visits to the construction site.
5. Discuss design modifications with construction personnel and prepare revision sheets as appropriate.

TASK 5: Coordination Meetings with City

Up to four (4) total coordination meetings will be conducted with the City throughout the project. Two (2) in-person coordination meetings in Columbus, NE and two (2) virtual meetings are anticipated. Burns & McDonnell will schedule, facilitate, and distribute meeting summary notes for each meeting.

TASK 6: Project Management and Quality Control

Burns & McDonnell will prepare a Project Management Plan (PMP) providing instruction for consultant staff, project background, contacts information, communications procedures, responsibilities, schedule and budget information and other important elements for the project.

Project management shall include general project management activities to monitor project schedules, staffing, internal costs, and contract administration throughout the project. Includes initial project setup and final project closeout.

Quality control will be conducted throughout the project. Burns & McDonnell will prepare a Quality Control Plan (QCP) to guide the quality control process throughout the duration of the project.

Assumptions:

This scope of work is based on the following assumptions:

- Project improvements would not require acquisition of additional property rights, including but not limited to right-of-way, permanent easements, temporary easements or access control.
- Project improvements would not require a Storm Water Pollution Prevention Plan (SWPPP).
- City is responsible for environmental documentation, permits and / or agreements required for this project.
- No drainage structures would be evaluated, designed, or improved as part of this project.
- No public involvement activities are included in this scope of services.
- No structural design for traffic signal poles is included in this scope of work.
- No foundation design or geotechnical investigation would be required for signal poles.
- No ornamental lighting is included in this scope of work.

3. SCHEDULE & FEE

Burns & McDonnell will begin work upon issuance of Notice to Proceed, anticipated to be September 18, 2023. The proposed milestone dates are estimated in the table below. Burns & McDonnell propose to do the above work for a lump sum fee of \$99,846.

Milestone	Estimated Date
Notice to Proceed	September 18, 2023
Completion of Data Collection and Survey	November 1, 2023
Construction Plans to City	February 15, 2024
Contractor Award	April 1, 2024
Estimated Construction Completion	November 15, 2024

14.C.Resolution No. R23-130 approving agreement with GISLab in an amount not to exceed \$24,500 for geographical information system support services.

RESOLUTION NO. R23-130

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH GISLAB IN AN AMOUNT NOT TO EXCEED \$24,500 FOR A ONE-YEAR SERVICE AGREEMENT PROVIDING SUPPORT SERVICES FOR GEOGRAPHICAL INFORMATION SYSTEM AND APPLICATIONS, 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, Adam LaBorde, GISLab, has provided geographic information system support services to the City continually since 2016; and,

WHEREAS, GISLab is continuing their geographical information system support services on an annual basis.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with GISLab in an amount not to exceed \$24,500 for a one-year service agreement providing support services for geographic information system and applications, 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: September 12, 2023
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Geographical Information System Support Services Agreement

RECOMMENDATION:

I recommend approval of the Geographical Information System (GIS) Support Services Agreement with GISLab (Adam LaBorde) for a one-year period correspondence to the 2023-2024 fiscal year to allow the needed support services related to the ArcGIS applications used by several City departments.

DISCUSSION:

This is an annual agreement which provides administration and maintenance of the City's GIS consisting of ArcGIS Desktop, ArcGIS Pro, ArcGIS Server and Enterprise Geodatabase. Includes assistance to the Engineering and IT Departments for any GIS application upgrades or additions. GISLab will obtain remote access via a virtual private network to the City's network and GIS services.

The system is administered and maintained by the Engineering and IT Departments.

FISCAL IMPACT:

Hourly not to exceed \$24,500, which is part of the 2023-2024 budget for annual computer maintenance support services.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

September 8, 2023

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

Dear Mr. Bogus,

Re: GIS Services Quote

I'm writing to express my interest in continuing to provide GIS Services support to the City of Columbus. I have included a brief statement of work and pricing for this project which resembles the current contract (Resolution No. R22-120).

It would be my pleasure to provide services to the City of Columbus once again!

Sincerely,



Adam LaBorde
GISLaB, LLC
Owner
m: 909-496-8500
o: 402-408-6693
e: alaborde@gmail.com

I. Project Background and History

The City of Columbus, NE currently has a working GIS, consisting of ArcGIS Desktop, ArcGIS Pro, ArcGIS Server, Enterprise Geodatabase (formerly ArcSDE) and miscellaneous applications, and personnel actively utilizing the GIS. The City of Columbus requires additional GIS assistance to ensure their GIS is functioning properly and to further their GIS efforts and functionality.

II. Scope of Services

The following tasks will be conducted by GISLaB as the City of Columbus' GIS Contractor either on regular intervals or as needed at the request of the City of Columbus.

GIS Support Services

GISLaB will provide GIS Support Services, as needed, to the City of Columbus' GIS personnel. The GIS Support Services will include the City of Columbus' current GIS system, applications and data and any future additions/changes.

GISLaB will provide support within twenty-four (24) hours of a request made by either phone or email.

Future GIS Projects

GISLaB is available to provide support for any future GIS projects that the City of Columbus requires. GISLaB and the City of Columbus' GIS staff will meet monthly to discuss current GIS initiatives and assist with the planning of future initiatives.

ArcGIS Upgrades

GISLaB will conduct and/or assist with the upgrade of the City of Columbus' GIS applications if/when necessary. GISLaB will work directly with the City of Columbus' GIS and IT personnel to plan for all aspects of the upgrade to ensure smooth and efficient execution and prevent any unplanned or unnecessary GIS outages.

ArcGIS Online

The City of Columbus provides external access to GIS maps, applications and data through ArcGIS Online to ensure that the public, remote staff and local companies can utilize the information. GISLaB will provide expertise in creating and managing content within ArcGIS Online based on current and future needs.

ArcGIS Enterprise Administration and Maintenance

The City of Columbus requires administration and maintenance of their ArcGIS Enterprise components, ArcGIS Server and Enterprise Geodatabase. GISLaB will conduct the following tasks on a bi-weekly basis, unless usage and the City of Columbus' GIS staff require a more frequent interval.

A. ArcGIS Server Administration and Maintenance

ArcGIS Server administration is required to ensure the optimal performance of the City of Columbus' ArcGIS Server environment and the web application(s) that rely on it. The administration allows the City of Columbus' internal and external customers to receive the ideal user experience.

Tasks:

- ArcGIS Server Configuration
 - Review ArcGIS Server logs to determine if there are any issues.
 - Review use of system resources on the ArcGIS Server machine.
- Map Services
 - Review current map services to determine the amount of resources used and ensure they have been optimized based on Esri standards.
 - Adjust existing map services when necessary.
 - Create new map services (if necessary).

B. Enterprise Geodatabase Administration and Maintenance

The Enterprise Geodatabase (formerly ArcSDE) requires route administration and maintenance to ensure proper function, performance and to prevent data loss and/or corruption.

Tasks:

- Versions
 - GISLaB will recommend version management procedures and hierarchy based on Esri best practices and the expected use of the City of Columbus staff.
- Maintenance Scripts
 - Geodatabase compress - Compressing the geodatabase improves performance by cleaning up various version states and fully commits database transactions (edits).
 - Create and delete versions - This procedure is required to completely compress the geodatabase.
 - Automatic reconcile and post of versions - Automatically reconciling and posting versions allows edits to be added to the various versions making them identical. This is done automatically but since there are multiple editors, the process can be switched to a manual procedure to allow a version manager to review the different edits before accepting them.
- Geodatabase Backup
 - To prevent loss of data, the most essential and valuable component of a GIS, Enterprise Geodatabase backups are required. GISLaB will work with the City of Columbus' IT staff to verify and plan the database backup schedule and automate backup scripts.

Deliverables

- Monthly Status Report
- Project specific deliverables

Assumptions

- GISLaB will be provided remote access, via Virtual Private Network (VPN), to the City of Columbus' network and GIS servers. All necessary GIS administration accounts will also be provided.
- The City of Columbus' IT and GIS personnel will assist GISLaB should there be any issues connecting to the network or servers.
- GISLaB will be provided access to the City of Columbus' ArcGIS licensing and applications in order to conduct project work. GISLaB will coordinate with the GIS personnel before using any application or licensing to ensure no disruption in their daily tasks.

III. Pricing

Adam LaBorde proposes a time and materials contract with a not to exceed price of **\$24,500** to complete this project.

Resource	Resource Position	Hours	Billing Rate	TOTAL COST
Adam LaBorde	GIS Contractor	245	\$100.00/hr.	\$24,500

The City of Columbus will be billed at fifteen (15) minute increments for completed work.

IV. Acceptance of Terms

The GIS Services contract will be completed as a time and materials contract subject only to modifications as requested by the City of Columbus and mutually agreed to by the City of Columbus and GISLaB. This contract will expire at the end of the day on September 30, 2024. The contract can be terminated by either the City of Columbus or GISLaB, for any reason, with sixty (60) days prior written notice.

Invoices will be submitted monthly to the City of Columbus and will be based on each of the tasks, as set forth above. The City of Columbus will pay all invoices within forty-five (45) days following its receipt of the applicable invoice.

Acceptance of the above terms is indicated once this document is signed by all parties.

GISLaB, LLC

City of Columbus, NE



Signature: _____

Signature: _____

Print: Adam LaBorde

Print: _____

Title: Owner

Title: _____

Date: 9/8/2023

Date: _____

Quotation Terms and Conditions

This confidential quotation is valid for one (1) year from the date listed at the beginning of the quote. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from GISLaB, LLC.

15. ORDINANCES ON FIRST READING

15.A. Ordinance No. 23-14 adopting 2023-2024 Pay Plan.

15.B. Ordinance No. 23-15 adopting 2023-2024 Budget.

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