

City Council Regular Meeting
Monday, December 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 December 4, 2023, City Council meeting.

PROCEEDINGS OF CITY COUNCIL
December 4, 2023

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on December 4, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14th Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on November 29, 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 Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, Prent Roth, and Ron Schilling. Council Member Hope Freshour was absent and excused. One seat vacant. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Fire Chief Ryan Gray, Police Captain Doug Molczyk, Communications Director Rachel Pensick, Assistant Fire Chief Nate Jones, and Communications Manager Matt Lindberg.
2. **PRAYER:** Hiemer led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was played and the Pledge of Allegiance was recited.
4. **ELECTION OF COUNCIL PRESIDENT:** Bulkley called for nominations for council president. Bahr nominated Jablonski. There were no other nominations. Nominations closed with a motion by Schilling and a second by Lopez. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. One seat vacant. Jablonski was elected council president with a motion by Schilling and a second by Lopez. Bahr, Hiemer, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained. Freshour was absent. One seat vacant.
5. **APPOINTMENT OF COUNCIL MEMBERS TO PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE AND PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE:**
 - 5.A. **Council Members Hope Freshour, Troy Hiemer, and Rich Jablonski to the Public Finance, Judiciary, and Personnel Committee and Council Members Charlie Bahr, Katherine Lopez, J. Prent Roth, and Ron Schilling to the Public Property, Safety, and Works Committee.** The mayor's

appointments to the Public Finance, Judiciary, and Personnel Committee and Public Property, Safety, and Works Committee were ratified with a motion by Jablonski and a second by Lopez. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. One seat vacant.

6. **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. The items on the consent agenda were approved as presented with a motion by Jablonski and a second by Lopez. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. One seat vacant.
- 6.A. **Minutes of November 20, 2023, City Council meeting.**
- 6.B. **Change date of first meeting in January 2024 to 6 p.m., Tuesday, January 2, 2024, due to New Year's Day holiday.**
- 6.C. **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; 12/8/23 payroll \$824,597.06; AAA Garage Drs 443.00 S; Ace 859.01 S; Adv Auto 1,194.43 S; Arnold Motor 1,483.98 S; Axon 99,994.15 CP; Baird Holm 3,859.00 S; Bnk Valley 16,227.44 B; Bst Vrsn Media 304.00 S; BGNE 525.49 S; Blackstone Purch 398.52 S; Blazer Manu 250 S; Bomgaars 2,346.04 S; Bnd Tree Med 698.93 S; Capital One-Walmart 550.15 S; Casey's Mail Srv 813.09 S; Cntr Pnt LP 92.88 S; Chrome N' Steel 104.28 S; Ciox Hlth 20 S; Civic Plus 24,078.84 S; CN Wldg 955 S; CCF 12,908.82 B; CCH 2,722.37 S; Col Stl 1,197.20 S; Col Tire 73 S; Col Westgate 14,512.39 B; Conner Psych 780 S; Consol Mngt 449.50 S; D&K 9,485.00 S; Danko 955.01 S; DAS St Acc 1,663.99 S; Eakes 932.51 S; Electrical Eng 2,634.02 S; Enter Electric Col 525.67 S; Ernst Auto Ctr 1,019.81 S; Fastenal Co 181.02 S; Fedex 32.95 S; First Intrst Bnk 166,441.38 B; Five Pts Bnk 24,317.23 B; GI Trailer 4,396.29 S; Galls 344.91 S; Gehring Const 1,990.92 S; Gene Steffy 268.04 S; Gerhold 1,913.78 S; Grainger 1,366.92 S; Granville 55,908.57 B; Grt Plns Comm 1,413.59 S; Grt Plns Bnk 30,649.42 B; Gunslingers 148 S; Hawkins 4,118.36 S; Hmtwn Lsng 175.00 S; Htr Inc 275 S; IMS 23.65 S; Ingram Libry 3,162.77 S; J & C Ave Bar 826.54 CP; Jackson Srvc 1,865.49 S; K&S Tool 79.99 S; Keast Enter 318.47 S; Kelly Sup 353.55 S; Kirkham Michael & Assn 47,903.34 S; Koch Exc 965.86 S; A Laborde 1,450.00 S; LARM 746,319.40 S; Larson Fam 10,273.39 B; Macqueen Eq 1,280.76 S; Medline Ind 1,173.39 S; Menards 1,034.94 S; Mid-St Eng 5,439.00 CP; MidW Tape 75.72 S; Mtn Ind 905.06 S; NBC Capital 27,730.82 B; NDEE 150.00 T; NE Law Enforc 500.00 T; NE Pub Hlth 801.00 S; NE Sprts 162 S; NE ST Vol 361 S; NEInd Natl Bnk 42,500.00 B; Neighborworks 15,000.00 M; Newman Signs 1,482.52 S; Norfolk Dly 259.00 S; NW Elect 635.68 S; Noswett Fencing 300.00 S; O'Reilly 157.38 S; Pacific

Wndw Tnt 140.00 S; Pinnacle Bnk 1,547.24 S; Police Chiefs Assn 100.00 M; Pomp's Tire 145.00 S; Precision Tree Srvc 1,000.00 S; Preferred Pipeline 693.00 S; Prestox 122.04 S; Quadiant 642.63 S; Rvr Valley Tire Srvc 174.00 S; Sackett Electric 1,257.15 S; Sandry Fire Sup 493.62 S; G Sealock 125.00 S; Serc 89.15 B; Shevlin 424.06 S; Sirsidynix 13,053.27 S; St Fire Mrsh 450.00 T; St of NE 370.56 R; St of NDHHS 304.19 R; Stericycle 2,279.64 S; Stryker Sls 194.70 S; Super Svr 53.86 S; The Home Dpt 99.84 S; Thomson Reuters 14,824.00 S; Tire Outlet 842.00 S; Tooley Drg 91.61 S; Trk Cntr 72.57 S; True Ag & Turf 94.52 S; USA Blue Bk 3,222.90 S; Van Diest Sup 4,000.00 S; Veridan Credit Union 47,295.66 B; Wemhoff Refrg 87.50 S; G. Wigington 176.50 R; Zoll Med 3,206.20 S; TOTAL \$2,334,759.09.

7. **APPROVAL OF MINUTES:** Included in Consent Agenda
8. **SPECIAL PRESENTATIONS:** None
9. **PUBLIC HEARINGS:**
 - 9.A. **Public hearing - Application of Barrel House LLC dba Barrel House, 1365 24 Avenue, for Class K catering license.** No public testimony was heard. The public hearing closed and a recommendation was made to the Nebraska Liquor Control Commission to approve the application of Barrel House for a Class K catering license with a motion by Hiemer and a second by Schilling. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. One seat vacant.
10. **PETITIONS AND COMMUNICATIONS:** None
11. **REPORTS OF CITY OFFICES**
 - 11.A. **Update on Nebraska Department of Transportation 23rd Street Reconstruction Project.** Bogus explained phase one is nearing completion and phase two, which includes 16th Avenue through 25th Avenue, will begin in March, weather permitting.
12. **REPORTS OF COUNCIL COMMITTEES:** None
13. **REPORTS OF SPECIAL COMMITTEES:** None
14. **REPORTS ON LEGISLATION:** None
15. **NEW BUSINESS**
 - 15.A. **Appointment of Raymond Fuller as police officer.** Hiemer read a brief resume and the mayor's appointment of Raymond Fuller as police officer was ratified with a motion by Hiemer and a second by Schilling. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. One seat vacant. Fuller thanked the council for the appointment and said he was honored for the opportunity.
 - 15.B. **Appointment of Jared Meisinger as police officer.** Hiemer read a brief resume and the mayor's appointment of Jared Meisinger as police officer was

ratified with a motion by Hiemer and a second by Schilling. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. One seat vacant. Meisinger thanked the council for the appointment and said he looks forward to serving Columbus.

15.C. Quotes from Feld Fire, Danko Emergency Equipment, and Stryker in the total amount of \$457,614.63 for ambulance with equipment for fire department. CIP#24-8 Gray explained that this purchase will replace a 22-year old ambulance.. This option provides the quickest delivery time and allows a \$75,000 Nebraska Department of Health and Human Services grant to be utilized if purchased by year end. The quotes from Feld Fire, Danko Emergency Equipment, and Stryker for an ambulance with equipment were accepted with a motion by Bahr and a second by Lopez. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. One seat vacant.

15.D. Proposal from Motorola Solutions in the amount of \$858,545 for state radio system with extended warranty for joint communications center. CIP#24-28 Pensick pointed out that she has been working with RFCC Communications Consulting the past few years to improve radio communications within the city and Platte County as they have experienced frequent dead spots and loss of communication when officers enter certain buildings. She explained that this is a joint effort with multiple agencies who have all agreed this is the best solution for improved coverage. It was noted that the shared cost and a \$293,000 CARES grant will aid with the purchase. The proposal from Motorola Solutions for a state radio system with extended warranty was accepted with a motion by Bahr and a second by Jablonski. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. One seat vacant.

15.E. Comments from mayor and city council members. Bulkley commended the CHS New World singers for providing their remarkable rendition of the National Anthem, which will now be used at all city council meetings, he mentioned this month's League of Nebraska Municipalities magazine highlights Columbus' viaduct and innovative lighting, and he is accepting applications for the vacant city council seat representing the first ward.

16. RESOLUTIONS

16.A. R23-163 consenting to Memorandum of Understanding and General Release with Joseph E. Sedlak for settlement payment in the amount of \$375,000 regarding motor vehicle and pedestrian accident. Resolution No. R23- 163 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CONSENTING TO THE MEMORANDUM OF UNDERSTANDING AND GENERAL RELEASE WITH JOSEPH E. SEDLAK, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL

ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Hiemer and a second by Bahr. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. One seat vacant.

17. **ORDINANCES ON FIRST READING:** None
18. **ORDINANCES ON SECOND READING:** None
19. **ORDINANCES ON THIRD READING:** None
20. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda.
21. **UNFINISHED BUSINESS:** None
22. **ADJOURNMENT:** The meeting adjourned at 6:25 p.m.

Presented and approved this 18th day of December 2023.

OFFICE OF THE CITY CLERK
: Janelle Kline

4.B. Minutes of December 4, 2023, Community Development Agency meeting.

COMMUNITY DEVELOPMENT AGENCY
December 4, 2023

A meeting of the City Council, as the Community Development Agency, of the City of Columbus, Nebraska, was convened in open and public session on December 4, 2023, at 5:30 p.m. in the Columbus Community Building, Community Room, 2500 14th Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on November 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:** Hiemer announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Council Members Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, Prent Roth, and Ron Schilling. Council Member Hope Freshour was absent and excused. One seat vacant. Also present was Mayor James Bulkley. City staff members included City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Fire Chief Ryan Gray, Assistant Fire Chief Nate Jones, Planning & Economic Development Coordinator Jean Van Iperen, Police Captain Doug Molczyk, and Communications Manager Matt Lindberg.
2. **Resolution No. R23-162 approving contract with RBack Enterprises LLC for the Rback Enterprises redevelopment project.** Van Iperen noted that this contract defines the terms for a 72-residential unit project located near Centennial School where Tax Increment Financing will be utilized for infrastructure for this redevelopment project. Resolution No. R23-162 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY RBACK ENTERPRISES, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE RBACK ENTERPRISES REDEVELOPMENT PROJECT" was adopted with a motion by Bahr and a second by Hiemer. Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. One seat vacant.
3. **Adjournment:** The meeting adjourned at 5:33 p.m.

Presented and approved this 18 day of December 2023.

OFFICE OF THE CITY CLERK
:Janelle Kline

4.C. Reappointment of Ron Schilling to Northeast Nebraska Area Agency on Aging for three-year term.



City Hall
2500 14th St. Suite 3
Columbus, NE 68601
402-562-4232
columbusne.us

MEMORANDUM

DATE: December 12, 2023
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointments

With your permission, I wish to submit the following names to you for reappointment at the December 18, 2023, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

NORTHEAST NEBRASKA AREA AGENCY ON AGING

(Three-Year Term)

Ron Schilling


James B. Bulkley, Mayor

4.D. Reappointment of Bruce W. Schmidt to Board of Parks Commissioners for three-year term.



City Hall
2500 14th St. Suite 3
Columbus, NE 68601
402-562-4232
columbusne.us

MEMORANDUM

DATE: December 13, 2023
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointments

With your permission, I wish to submit the following names to you for reappointment at the December 18, 2023, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

BOARD OF PARKS COMMISSIONERS: (Three Year Term)

Bruce W. Schmidt


James B. Bulkley, Mayor

4.E. Reappointment of Lela Schaecher, Pam Perault, and Tom Wunderlich to Americans with Disabilities Compliance Committee for three-year terms.



City Hall
2500 14th St. Suite 3
Columbus, NE 68601
402-562-4232
columbusne.us

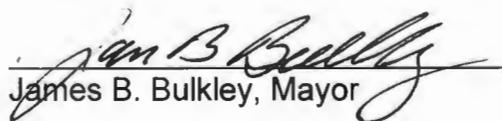
MEMORANDUM

DATE: December 13, 2023
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointments

With your permission, I wish to submit the following name to you for reappointment at the December 18, 2023, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

AMERICANS WITH DISABILITIES COMPLIANCE COMMITTEE:
(Three Year Term)

Lela Schaecher
Pam Perault
Tom Wunderlich


James B. Bulkley, Mayor

4.F. Resolution No. R23-164 authorizing payment of various improvement projects.

RESOLUTION NO. R23-164

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: BOYD JONES CONSTRUCTION CO., COMMUNITY BUILDING, \$332,642.30; RUTJENS CONSTRUCTION, LOST CREEK PARKWAY WATER MAIN EXTENSION, \$725,696.34.

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:

Boyd Jones Construction Co.	Community Building	\$ 332,642.30
Rutjens Construction	Lost Crk Prkwy Wtr Main Ext	\$ 725,696.34

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

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:

APPLICATION NO: 33A (PAY APP 35)

PERIOD TO: 11/30/23

Start: 9/30/23

Finish: 11/30/23

PROJECT NOS: 16-026

CONTRACT DATE:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

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	\$	522,184.75
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	26,723,762.75
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	26,540,262.27
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)	\$	26,540,262.27
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	26,207,619.97
8. CURRENT PAYMENT DUE	\$	332,642.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	183,500.48

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$522,184.75	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$522,184.75	\$0.00
NET CHANGES by Change Order	\$522,184.75	

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: 12/1/2023

State of: Nebraska County of: Douglas
 Subscribed and sworn to before me this 1 day of December
 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 \$ 332,642.30

(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: 12-5-23

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 12-11-2023

Project **Columbus Community Building**
 Address **2504 14th Street**
 City/State **Columbus NE 68601**
 Job # **16-026**

Application Number **35**
 Application Date **11/30/2023**
 Period To: **11/30/2023**

Item #	Description of Work	Original Value	Change Orders	Contingency Adjustment	Current Value	THIS APPLICATION		Total Completed & Stored	% Comple	Balance to Finish	5% Retainage
						Work Completed From Prev	This Period				
1	PreConstruction	15,667.00			15,667.00	15,667.00	-	15,667.00	100%	0.00	0.00
2	General Conditions	1,568,862.00	52,101.75	214,920.64	1,835,884.39	1,783,646.84	52,236.49	1,835,883.33	100%	1.06	87,713.49
3	Clean-up	537,879.00	6,765.72	112,155.93	656,800.65	650,082.20	6,718.45	656,800.65	100%	0.00	31,902.09
4	Reimbursable Expenses	401,995.00	1,500.00	306,961.52	710,456.52	705,091.73	5,364.79	710,456.52	100%	0.00	34,951.41
5	Temporary space buildout	111,596.00		(3,286.48)	108,309.52	108,309.52	-	108,309.52	100%	0.00	221.54
6	Insurance	93,320.00		(34,070.60)	59,249.40	59,249.00	-	59,249.00	100%	0.40	2,962.45
7	Fencing	40,733.00		20,278.14	61,011.14	61,011.14	-	61,011.14	100%	0.00	3,050.56
8	Site Utilities	387,885.00	32,900.00	(80,758.00)	340,027.00	304,143.00	-	304,143.00	89%	35,884.00	15,207.15
9	Demo Library	850,633.00	219,801.35	(32,981.00)	1,037,453.35	992,652.00	44,801.30	1,037,453.30	100%	0.05	20,375.27
10	Surveying	19,500.00	4,500.00	6,832.42	30,832.42	26,106.17	4,726.25	30,832.42	100%	0.00	1,228.68
11	Aggregate Piers	120,970.00		(4,015.00)	116,955.00	116,955.00	-	116,955.00	100%	0.00	0.00
12	Foundations	233,731.00		(17,291.00)	216,440.00	216,440.00	-	216,440.00	100%	0.00	10,822.00
13	Steel Decking	614,600.00		(100.00)	614,500.00	614,500.00	-	614,500.00	100%	0.00	30,725.00
14	Rebar	108,115.00		10,295.00	118,410.00	118,410.00	-	118,410.00	100%	0.00	5,920.50
15	Masonry	1,194,384.00		(36,406.00)	1,157,978.00	1,157,978.00	-	1,157,978.00	100%	0.00	57,898.90
16	Structural Steel	1,965,272.00		9,568.00	1,974,840.00	1,974,840.00	-	1,974,840.00	100%	0.00	98,742.00
17	Steel Erection	492,000.00		(36,040.65)	455,959.35	455,959.35	-	455,959.35	100%	0.00	22,797.97
18	Stair B allowance	170,000.00		(160,054.00)	9,946.00	9,946.00	-	9,946.00	100%	0.00	0.00
19	Concrete Flatwork/paving	763,471.00	51,843.14	39,323.79	854,637.93	802,794.79	51,843.14	854,637.93	100%	0.00	33,790.80
20	Fireproofing	173,811.00		(173,811.00)	-	-	-	-	0%	0.00	0.00
21	Membrane roofing	719,758.00		877.06	720,635.06	720,635.06	-	720,635.06	100%	0.00	36,031.75
22	Joint Sealants	82,600.00		(8,123.13)	74,476.87	72,087.34	2,389.53	74,476.87	100%	0.00	2,460.00
23	Doors/Frames & hardware	265,761.00	5,275.00	25,546.35	296,582.35	296,447.99	134.36	296,582.35	100%	0.00	14,822.40
24	Overhead and coiling doors	63,095.00		21,726.00	84,821.00	84,821.00	-	84,821.00	100%	0.00	4,032.70
25	Storefront, glazing, comp panels	2,029,820.00		(143,900.00)	1,885,920.00	1,885,920.00	-	1,885,920.00	100%	0.00	94,156.58
26	Flooring-Resinous & sealed	36,415.00		(6,175.00)	30,240.00	30,240.00	-	30,240.00	100%	0.00	1,512.00
27	Flooring-carpet,tile, resilient	454,146.00		28,342.00	482,488.00	482,488.00	-	482,488.00	100%	0.00	22,499.80
28	Flooring-Terrazzo	224,245.00		26,297.00	250,542.00	245,333.00	5,209.00	250,542.00	100%	0.00	12,266.65
29	Flooring-Access	32,457.00		(677.00)	31,780.00	31,780.00	-	31,780.00	100%	0.00	1,589.00
30	Paint	299,033.00		(5,665.00)	293,368.00	293,368.00	-	293,368.00	100%	0.00	14,668.40
31	Elevator	276,212.00		5,052.00	281,264.00	281,264.00	-	281,264.00	100%	0.00	14,063.20
32	Fire Protection	294,129.00		(22,540.00)	271,589.00	267,695.00	3,894.00	271,589.00	100%	0.00	13,266.50
33	Mechanical Complete	2,914,670.00		62,957.00	2,977,627.00	2,977,627.00	-	2,977,627.00	100%	0.00	146,261.30
34	Electrical/site work	2,443,931.00	132,243.00	177,300.00	2,753,474.00	2,739,453.90	-	2,739,453.90	99%	14,020.10	136,972.70
35	Rough and Finish Carpentry	212,957.00		89,697.33	302,654.33	299,569.55	3,084.78	302,654.33	100%	0.00	14,978.48
36	Casework materials	104,980.00		21,642.74	126,622.74	126,622.74	-	126,622.74	100%	0.00	6,331.14
37	Wood paneling	63,757.00		(12,311.34)	51,445.66	51,893.19	(447.53)	51,445.66	100%	0.00	2,158.58
38	Drywall and ceilings	2,945,105.00		71,239.28	3,016,344.28	2,972,059.08	44,285.20	3,016,344.28	100%	0.00	148,602.95
39	Directories/plaques/allowance	70,000.00		(70,000.00)	-	-	-	-	0%	0.00	0.00
40	Monument signage	32,144.00		54,805.00	86,949.00	55,390.00	31,559.00	86,949.00	100%	0.00	2,769.50
41	Toilet accy, toilet partitions	65,798.00		1,187.13	66,985.13	64,542.13	2,443.00	66,985.13	100%	0.00	3,227.11
42	Operable partition/Smoke curtain	177,820.00			177,820.00	177,820.00	-	177,820.00	100%	0.00	8,891.00
43	Appliances	45,561.00		(3,565.01)	41,995.99	41,995.99	-	41,995.99	100%	0.00	2,099.80
44	Projection Screens	30,649.00		3,578.00	34,227.00	34,227.00	-	34,227.00	100%	0.00	1,711.35
45	Window Coverings	150,948.00		24,649.00	175,597.00	146,001.79	-	146,001.79	83%	29,595.21	5,515.24
46	Stone and solid surface tops	96,000.00		454.00	96,454.00	96,454.00	-	96,454.00	100%	0.00	4,548.28
47	Site furnishings	64,090.00		(7,182.03)	56,907.97	56,907.97	-	56,907.97	100%	0.00	2,845.40
48	Landscape and irrigation	184,218.00	9,806.64	(39,247.00)	154,777.64	92,730.36	58,153.53	150,883.89	97%	3,893.75	4,636.52
49	Data room sprinkler	14,500.00			14,500.00	14,500.00	-	14,500.00	100%	0.00	653.00
50	Radon system	38,900.00		(3,500.00)	35,400.00	35,400.00	-	35,400.00	100%	0.00	1,770.00
51	Commissioning	27,600.00		27,600.00	24,840.00	24,840.00	-	24,840.00	90%	2,760.00	1,242.00
52	Luxor One Postal Boxes	24,798.00		24,798.00	24,798.00	24,798.00	-	24,798.00	100%	0.00	1,239.90
53	CM Epoxy flooring			30,400.00	30,400.00	30,400.00	-	30,400.00	100%	0.00	0.00
54					-	-	-	-	0%	0.00	0.00
55					-	-	-	-	0%	0.00	0.00
56					-	-	-	-	0%	0.00	0.00

Project **Columbus Community Building**
 Address **2504 14th Street**
 City/State **Columbus NE 68601**
 Job # **16-026**

Application Number **35**
 Application Date **11/30/2023**
 Period To: **11/30/2023**

Item #	Description of Work	Original Value	Change Orders	Contingency Adjustment	Current Value	THIS APPLICATION		Stored Materials	Total Completed & Stored	% Complete	Balance to Finish	prev retainage	5% Retainage
						Work Completed From Prev	This Period						
57					-	-	-	-	-	0%	0.00	0.00	0.00
58					-	-	-	-	-	0%	0.00	0.00	0.00
59	Construction Contingency	607,732.00		(510,386.09)	97,345.91	-	-	-	-	0%	97,345.91	0.00	0.00
60	Payment and Performance Bonds	174,457.00		(6,398.00)	168,059.00	168,059.00	-	-	168,059.00	100%	0.00	8,402.95	0.00
61					-	-	-	-	-		0.00	0.00	0.00
62	Fee	1,121,266.00	5,448.15		1,126,714.15	1,110,467.14	16,247.01		1,126,714.15	100%	0.00	54,210.00	0.00
Guaranteed Maximum Price Total		26,201,578	522,184.75	(0.00)	26,723,762.75	26,207,619.97	332,642.30	-	26,540,262.27	99%	183,500.48	1,234,782.99	-

Approved Change Orders included above:

CO #01	126,518.15
CO #02	395,666.60

Total CO Approved to Date	522,184.75
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Contingency Change Log:

Total Adjustments	-
Original Contingency	607,732.00
Current Remaining Contingency	607,732.00

Customer	Name		Billed Unit Price	Units	Billed Amount
City Colum 16026	City of Columbus Columbus Library/Cultural Arts				
2	General Conditions				
	Labor	Project Engineer Regular	99.05	184.0000	18,224.30
		Safety Manager Regular	112.89	9.0000	1,016.02
		Contract Administrator Regular	73.49	8.5000	624.62
		Supervisor Regular	118.22	211.0000	24,943.36
	Material	CC - Casey's			63.93
		Cell Phone			200.00
		Cell Phone			200.00
		Cell Phone			200.00
	Equipment	Copier	15.00	10.0000	150.00
		Project Management Software	30.00	10.0000	300.00
		Computer	42.00	10.0000	420.00
		Pickup	119.00	6.0000	714.00
		Pickup	269.00	9.0000	2,421.00
	Other	AT & T			32.90
		CC - Casey's			1,224.35
		CC - Dickie Doodles			167.32
		CC - Kwik Stop			75.00
		CC - Pump & Pantry			761.82
		Riverside Portables			310.27
		Verizon Wireless			187.60
		General Conditions Total		457.5000	52,236.49
3	Clean-up				
	Labor	Bldg Carpenter Regular	76.68	33.0000	2,530.44
	Subcontract	Building Services			1,524.75
	Other	Callaway Rolloffs			788.72
		CC - Menards			464.43
		CC - Sunbelt Rentals			79.50
		Hilltop Rolloffs			1,330.61
		Clean-up Total		33.0000	6,718.45
4	Reimbursable Expenses				
	Labor	Laborer Regular	55.38	1.0000	55.38
		Foreman Regular	83.07	1.5000	124.61
	Other	CC - 3M Company			399.84
		CC - Ace Hardware			4.60
		CC - DK Hardware Supply			354.58
		CC - Johnson Hardware			74.64
		CC - Menards			1,745.08
		CC - The Home Depot			351.46
		CC - TooFast Supply			316.60
		CC - USPS			13.20
		Toofast Supply LLC			-146.56

Customer	Name		Billed Unit Price	Units	Billed Amount
City Colum 16026	City of Columbus Columbus Library/Cultural Arts				
4	Reimbursable Expenses Other	Mileage	.58	736.0000	426.88
		Mileage	.58	1,456.0000	844.48
		Per Diem			800.00
		Reimbursable Expenses Total		<u>2,194.5000</u>	<u>5,364.79</u>
9	Demo Library Subcontract	B-D Construction, Inc.			44,721.80
	Other	Sunbelt Rentals, Inc.			79.50
		Demo Library Total		<u>.0000</u>	<u>44,801.30</u>
10	Surveying Subcontract	Olsson, Inc.			4,726.25
		Surveying Total		<u>.0000</u>	<u>4,726.25</u>
19	Concrete Flatwork/paving Subcontract	Heartland Concrete & Construct			51,843.14
		Concrete Flatwork/paving Total		<u>.0000</u>	<u>51,843.14</u>
22	Joint Sealants Subcontract	Senegal Specialty Contracting			2,389.53
		Joint Sealants Total		<u>.0000</u>	<u>2,389.53</u>
23	Doors/Fames & hardware Material	M&O Door Products, LLC			134.36
		Doors/Fames & hardware Total		<u>.0000</u>	<u>134.36</u>
28	Flooring - Terrazzo Subcontract	DeMarco Bros.			5,209.00
		Flooring - Terrazzo Total		<u>.0000</u>	<u>5,209.00</u>
32	Fire Protectionr Subcontract	Midwest Auto Fire Sprinkler In			3,894.00
		Fire Protectionr Total		<u>.0000</u>	<u>3,894.00</u>
35	Rough and finish Carpentry Subcontract	Contour Construction			3,084.78
		Rough and finish Carpentry Total		<u>.0000</u>	<u>3,084.78</u>

Customer	Name		Billed Unit Price	Units	Billed Amount
City Colum 16026	City of Columbus Columbus Library/Cultural Arts				
37	Wood paneling Subcontract	Custom Woodworks Ltd.			-447.53
			Wood paneling Total	.0000	-447.53
38	Drywall and ceilings Subcontract	E & K of Omaha, Inc.			44,285.20
			Drywall and ceilings Total	.0000	44,285.20
40	Monument signage Subcontract	Latimer Assoc., Inc.			31,559.00
			Monument signage Total	.0000	31,559.00
41	Toilet accy, toilet partitions Material	EPCO LTD, Inc.			2,198.00
	Subcontract	A-1 Flags Polse and Repair LLC			245.00
			Toilet accy, toilet partitions Total	.0000	2,443.00
48	Landscape and Irrigation Subcontract	Jensen Gardens Inc. USA-Hoich Irrigation, Inc.			30,198.53 27,955.00
			Landscape and Irrigation Total	.0000	58,153.53
			Subtotal		316,395.29
			Contractor's Fee		16,247.01
			Work Completed This Period		332,642.30

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>4</u>	Application Date: <u>11/28/2023</u>
Application Period: From <u>9/12/2023</u> to <u>11/28/2023</u>	

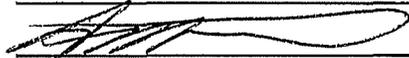
1. Original Contract Price	\$ 4,009,382.50
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 4,009,382.50
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,530,477.98
5. Retainage	
a. <u>5%</u> X <u>\$ 3,457,526.00</u> Work Completed =	\$ 172,876.30
b. <u>5%</u> X <u>\$ 72,951.98</u> Stored Materials =	\$ 3,647.60
c. Total Retainage (Line 5.a + Line 5.b)	\$ 176,523.90
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 3,353,954.08
7. Less previous payments (Line 6 from prior application)	\$ 2,628,257.74
8. Amount due this application	\$ 725,696.34
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 655,428.42

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:** 11/28/2023

Recommended by Engineer
By: Chunf Koenig
Title: Project Manager
Date: 11/29/23

Approved by Owner
By: Richard J. Bogue
Title: City Engineer
Date: 12-11-2023

Approved by Funding Agency
By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Columbus
 Engineer: HDR
 Contractor: Rutjens Construction
 Project: Lost Creek Parkway Water Main Extension
 Contract:

Owner's Project No.:
 Engineer's Project No.: 10348510
 Contractor's Project No.: 839

Application No.: 4 Application Period: From 09/12/23 to 11/28/23 Application Date: 11/28/23

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Contract Information		Work Completed		Materials Currently Stored (in G) (\$)	Work Completed and Materials Stored to Date (H+J) (\$)	% of Value of Item (J/F) (%)	Balance to Finish (L) (\$)
				Unit Price (\$)	Value of Bid Item (G+E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E+G) (\$)				
Original Contract											
Base Bid											
1	MOBILIZATION, PERMITS, BONDS AND INSURANCE	1	L.S.	\$94,125.00	94,125.00	1.00	94,125.00		94,125.00	100%	
2	SWPPP MAINTENANCE ALLOWANCE	1	L.S.	\$2,500.00	2,500.00	0.50	1,250.00		1,250.00	50%	1,250.00
3	PROVIDE TEMPORARY TRAFFIC CONTROL	1	L.S.	\$5,500.00	5,500.00	0.75	4,125.00		4,125.00	75%	1,375.00
4	CLEARING AND GRUBBING GENERAL	1	L.S.	\$2,000.00	2,000.00	1.00	2,000.00		2,000.00	100%	
5	INSTALL MAINTAIN AND REMOVE STRAW WATTLE	8610	L.F.	\$5.00	43,050.00	7,100.00	35,500.00		35,500.00	82%	7,550.00
6	EROSION CONTROL FABRIC AND SEEDING	38521	S.Y.	\$1.60	61,633.60	26,000.00	41,600.00		41,600.00	67%	20,033.60
7	INSTALL MAINTAIN AND REMOVE CULVERT PROTECTION	4	EA.	\$1,000.00	4,000.00	4.00	4,000.00		4,000.00	100%	
8	INSTALL MAINTAIN AND REMOVE CONSTRUCTION ENTRANCE	4	EA.	\$3,000.00	12,000.00	4.00	12,000.00		12,000.00	100%	
9	REMOVE AND REPLACE FENCE	170	L.F.	\$8.00	1,360.00	170.00	1,360.00		1,360.00	100%	
10	DEWATERING	1	L.S.	\$22,500.00	22,500.00	1.00	22,500.00		22,500.00	100%	
11	JACK AND BORE 16" STEEL CASING W/8" WATER MAIN	162	L.F.	\$455.00	73,710.00	162.00	73,710.00		73,710.00	100%	
12	JACK AND BORE 18" STEEL CASING W/12" WATER MAIN	129	L.F.	\$585.00	75,465.00	-	-		-	0%	75,465.00
13	JACK AND BORE 30" STEEL CASING W/18" WATER MAIN	383	L.F.	\$615.00	235,545.00	512.00	314,880.00		314,880.00	134%	(79,335.00)
14	8" WATER MAIN	148	L.F.	\$42.00	6,216.00	148.00	6,216.00		6,216.00	100%	
15	12" WATER MAIN	59	L.F.	\$61.00	3,599.00	59.00	3,599.00		3,599.00	100%	
16	18" WATER MAIN	8227	L.F.	\$121.00	995,467.00	8,227.00	995,467.00		995,467.00	100%	
17	CONNECT TO EXISTING 18" WATER MAIN	1	EA.	\$3,150.00	3,150.00	1.00	3,150.00		3,150.00	100%	
18	18" MJ CROSS	1	EA.	\$3,585.00	3,585.00	1.00	3,585.00		3,585.00	100%	
19	18" X 18" X 8" MJ TEE	1	EA.	\$2,284.00	2,284.00	1.00	2,284.00		2,284.00	100%	
20	18" X 18" X 6" MJ TEE	21	EA.	\$2,251.00	47,271.00	21.00	47,271.00		47,271.00	100%	
21	18" X 45 MJ ELBOW	6	EA.	\$2,115.00	12,690.00	8.00	16,920.00		16,920.00	133%	(4,230.00)
22	18" X 11 1/4 MJ ELBOW	2	EA.	\$2,045.00	4,090.00	2.00	4,090.00		4,090.00	100%	
23	18" MJ PLUG W/THRUST BLOCK	2	EA.	\$1,315.00	2,630.00	2.00	2,630.00		2,630.00	100%	
24	CONNECT TO EXISTING 12" WATER MAIN	1	EA.	\$1,525.00	1,525.00	1.00	1,525.00		1,525.00	100%	
25	12" X 45 MJ ELBOW	2	EA.	\$892.00	1,784.00	-	-		-	0%	1,784.00
26	8" X 8" X 6" MJ TEE	1	EA.	\$585.00	585.00	1.00	585.00		585.00	100%	
27	FIRE HYDRANT ASSEMBLY W/6" GATE VALVE	22	EA.	\$5,525.00	121,550.00	22.00	121,550.00		121,550.00	100%	
28	18" MJ GATE VALVE AND BOX	13	EA.	\$18,621.00	242,073.00	13.00	242,073.00		242,073.00	100%	
29	8" MJ GATE VALVE AND BOX	1	EA.	\$1,955.00	1,955.00	1.00	1,955.00		1,955.00	100%	
30	CONNECT TO EXISTING 8" WATER MAIN	1	EA.	\$1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	
31	REMOVE RECREATIONAL TRAIL	67	S.Y.	\$14.00	938.00	67.00	938.00		938.00	100%	
32	6" PCC RECREATIONAL TRAIL	67	S.Y.	\$105.00	7,035.00	-	-		-	0%	7,035.00
33	18" X 12" MJ REDUCER	1	EA.	\$1,555.00	1,555.00	-	-		-	0%	1,555.00
34	8" X 6" MJ REDUCER	1	EA.	\$545.00	545.00	1.00	545.00		545.00	100%	
35	WETLANDS SEEDING TOPSOIL REM. & REPLACEMENT	35	S.Y.	\$15.00	525.00	-	-		-	0%	525.00
Alternate #1											
1A	MOBILIZATION, PERMITS, BONDS AND INSURANCE	1	L.S.	\$52,500.00	52,500.00	1.00	52,500.00		52,500.00	100%	
2A	SWPPP MAINTENANCE ALLOWANCE	1	L.S.	\$2,500.00	2,500.00	0.50	1,250.00		1,250.00	50%	1,250.00
3A	PROVIDE TEMPORARY TRAFFIC CONTROL	1	L.S.	\$5,500.00	5,500.00	0.50	2,750.00		2,750.00	50%	2,750.00
4A	CLEARING AND GRUBBING GENERAL	1	L.S.	\$2,000.00	2,000.00	1.00	2,000.00		2,000.00	100%	
5A	INSTALL MAINTAIN AND REMOVE STRAW WATTLE	5053	L.F.	\$6.00	30,318.00	2,500.00	15,000.00		15,000.00	49%	15,318.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Columbus
 Engineer: HDR
 Contractor: Rutjens Construction
 Project: Lost Creek Parkway Water Main Extension
 Contract:

Owner's Project No.:
 Engineer's Project No.: 10348510
 Contractor's Project No.: 839

Application No.: 4 Application Period: From 09/12/23 to 11/28/23 Application Date: 11/28/23

Bid Item No.	Description	Contract Information				Work Completed			Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (M/F) (\$)	% of Value of Item (M/F) (%)	Balance to Finish (F) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C/E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E/G) (\$)					
6A	EROSION CONTROL FABRIC AND SEEDING	22458	S.Y.	\$1.70	38,178.60					0%	38,178.60	
7A	INSTALL, MAINTAIN AND REMOVE CULVERT INLET PROTECTION	2	EA.	\$1,000.00	2,000.00	2.00	2,000.00		2,000.00	100%		
8A	INSTALL MAINTAIN AND REMOVE CONSTRUCTION ENTRANCE	2	EA.	\$3,000.00	6,000.00	2.00	6,000.00		6,000.00	100%		
10A	DEWATERING	1	L.S.	\$12,500.00	12,500.00	1.00	12,500.00		12,500.00	100%		
13A	JACK AND BORE 18" STEEL CASING W/12" WATER MAIN	115	L.F.	\$585.00	67,275.00	115.00	67,275.00		67,275.00	100%		
	JACK AND BORE 30" STEEL CASING W/18" WATER MAIN	81	L.F.	\$615.00	49,815.00	81.00	49,815.00		49,815.00	100%		
	12" WATER MAIN	36	L.F.	\$61.00	2,196.00	36.00	2,196.00		2,196.00	100%		
16A	18" WATER MAIN	4972	L.F.	\$123.00	611,556.00	4,972.00	611,556.00		611,556.00	100%		
20A	18" X 18" X 6" MJ TEE	11	EA.	\$2,121.00	23,331.00	11.00	23,331.00		23,331.00	100%		
21A	18" MJ X 45 ELBOW	2	EA.	\$2,115.00	4,230.00	2.00	4,230.00		4,230.00	100%		
23A	18" MJ PLUG W/THRUST BLOCK	1	EA.	\$1,315.00	1,315.00	1.00	1,315.00		1,315.00	100%		
	FIRE HYDRANT ASSEMBLY W/6" GATE VALVE AND BOX	13	EA.	\$5,615.00	72,995.00	13.00	72,995.00		72,995.00	100%		
	18" MJ GATE VALVE AND BOX	7	EA.	\$18,621.00	130,347.00	7.00	130,347.00		130,347.00	100%		
39A	WETLANDS SEEDING TOPSOIL REM AND REPLACEMENT	320	S.Y.	\$15.00	4,800.00					0%	4,800.00	
37A	18" X 12" MJ CROSS	1	EA.	\$3,406.00	3,406.00	1.00	3,406.00		3,406.00	100%		
	12" X 12" X 6" TEE	2	EA.	\$1,043.00	2,086.00	2.00	2,086.00		2,086.00	100%		
27A	12" MJ PLUG WITH THRUST BLOCK	2	EA.	\$688.00	1,376.00	2.00	1,376.00		1,376.00	100%		
31A	12" MJ GATE VALVE AND BOX	2	EA.	\$3,540.00	7,080.00	2.00	7,080.00		7,080.00	100%		
Alternate #2												
1B	MOBILIZATION, PERMITS, BONDS AND INSURANCE	1	L.S.	\$35,750.00	35,750.00	1.00	35,750.00		35,750.00	100%		
2B	SWPPP MAINTENANCE ALLOWANCE	1	L.S.	\$2,500.00	2,500.00	0.50	1,250.00		1,250.00	50%	1,250.00	
3B	PROVIDE TEMPORARY TRAFFIC CONTROL	1	L.S.	\$2,500.00	2,500.00	0.50	1,250.00		1,250.00	50%	1,250.00	
4B	CLEARING AND GRUBBING-GENERAL	1	L.S.	\$2,000.00	2,000.00	1.00	2,000.00		2,000.00	100%		
5B	INSTALL MAINTAIN AND REMOVE STRAW WATTLE	4104	L.F.	\$5.00	20,520.00					0%	20,520.00	
6B	EROSION CONTROL FABRIC AND SEEDING	18219	S.Y.	\$1.70	30,972.30					0%	30,972.30	
7B	INSTALL MAINTAIN AND REMOVE CULVERT PROTECTION	1	EA.	\$1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%		
	INSTALL, MAINTAIN CONSTRUCTION ENTRANCE	2	EA.	\$3,000.00	6,000.00	2.00	6,000.00		6,000.00	100%		
10B	DEWATERING	1	L.S.	\$6,500.00	6,500.00					0%	6,500.00	
12B	JACK AND BORE 18" STEEL CASING W/12" WATER MAIN	130	L.F.	\$585.00	76,050.00					0%	76,050.00	
15B	12" WATER MAIN	2035	L.F.	\$61.00	124,135.00			72,951.98	72,951.98	59%	51,183.02	
16B	18" WATER MAIN	2137	L.F.	\$122.00	260,714.00	1,650.00	201,300.00		201,300.00	77%	59,414.00	
20B	18" X 18" X 6" MJ TEE	5	EA.	\$2,121.00	10,605.00	4.00	8,484.00		8,484.00	80%	2,121.00	
21B	18" MJ X 45 ELBOW	2	EA.	\$2,115.00	4,230.00	2.00	4,230.00		4,230.00	100%		
23B	18" MJ PLUG W/THRUST BLOCK	1	EA.	\$1,315.00	1,315.00					0%	1,315.00	
26B	12" MJ X 45 ELBOW	2	EA.	\$892.00	1,784.00					0%	1,784.00	
29B	FIRE HYDRANT ASSEMBLY W/6" GATE VALVE AND BOX	10	EA.	\$5,525.00	55,250.00	8.00	44,200.00		44,200.00	80%	11,050.00	
30B	18" MJ GATE VALVE AND BOX	3	EA.	\$18,621.00	55,863.00	1.00	18,621.00		18,621.00	33%	37,242.00	
39B	WETLANDS SEEDING REMOVE AND REPLACE TOPSOIL	2800	S.Y.	\$15.00	42,000.00					0%	42,000.00	
25B	12" X 12" X 6" MJ TEE	5	EA.	\$1,043.00	5,215.00					0%	5,215.00	
27B	12" PLUG W/THRUST BLOCK	1	EA.	\$688.00	688.00					0%	688.00	
31B	12" MJ GATE VALVE AND BOX	3	EA.	\$3,540.00	10,620.00					0%	10,620.00	
38B	12" MJ X 90	1	EA.	\$972.00	972.00					0%	972.00	
40B	18" X 18" X 12" MJ TEE	1	EA.	\$2,169.00	2,169.00					0%	2,169.00	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Columbus
 Engineer: HDR
 Contractor: Rutjens Construction
 Project: Lost Creek Parkway Water Main Extension
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: 10348510
 Contractor's Project No.: 839

Application No.: 4 Application Period: From 09/12/23 to 11/28/23 Application Date: 11/28/23

Contract Information						Work Completed					
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (CxE) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (EXG) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H+I) (\$)	% of Value of Item (I/F) (%)	Balance to Finish (F-I) (\$)
41B	REMOVE TREE'S	3	EA.	\$1,000.00	3,000.00					0%	3,000.00
42B	6" AGGREGATE SURFACING	45	S.Y.	\$45.00	2,025.00					0%	2,025.00
43B	REMOVE AND REINSTALL CULVERT W/F.E.S.	60	L.F.	\$95.00	5,700.00					0%	5,700.00
44B	REMOVE DRIVEWAY	66	S.Y.	\$35.00	2,310.00					0%	2,310.00
45B	CONSTRUCT 6" PCC DRIVEWAY	66	S.Y.	\$125.00	8,250.00					0%	8,250.00
Original Contract Totals					\$ 4,009,382.50		\$ 3,457,526.00	\$ 72,951.98	\$ 3,530,477.98	88%	\$ 478,904.52

Stored Materials Summary

Contractor's Application for Payment

Owner: City of Columbus
 Engineer: HDR
 Contractor: Rutjens Construction
 Project: Lost Creek Parkway Water Main Extension
 Contract:

Owner's Project No.:
 Engineer's Project No.: 10348510
 Contractor's Project No.: 839

Application No.:		4		Application Period:		From		09/12/23		to		11/28/23		Application Date:		11/28/23	
A	B	C	D	E	F	G			H			I					
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier	Submittal No. (with Specification Section No.)	Description of Material or Equipment Stored	Storage Location	Application No. When Materials Placed In Storage	Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (G+I) (\$)	Materials Remaining In Storage (H-I) (\$)					
16			18" PVC C900 Water Main	On-Site	1	857,609.30	-	857,609.30		857,609.30	857,609.30						
			18" Gate Valve & Box		3		105,280.56	105,280.56									
			Fire Hydrant		3		67,419.00	67,419.00									
			12" PVC C900 Water Main				72,951.98	72,951.98				72,951.98					
			18" PVC C900 Water Main				507,352.03	507,352.03									
			18" Gate Valve & Box				47,224.81	47,224.81									
Totals						\$ 857,609.30	\$ 800,228.38	\$ 1,657,837.68	\$	\$ 857,609.30	\$ 857,609.30	\$ 72,951.98					

4.G. Finance Department reports.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS
 FROM 10/01/2023 TO 11/30/2023
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2023	Total Debits	Total Credits	Ending Balance 11/30/2023
100	GENERAL FUND	7,728,514.35	2,544,828.63	3,671,307.87	6,602,035.11
160	PLATE CO LIBRARY SERVICE	95,067.68	667.30	65.84	95,669.14
175	ARP ACT FUNDS	847,529.63	9,069.80	586.93	856,012.50
189	PERPETUAL CARE	82,197.67	576.95	56.92	82,717.70
200	STREETS/ENGINEERING	730,820.71	875,478.21	632,860.68	973,438.24
205	AIRPORT	996,928.71	105,995.11	57,681.23	1,045,242.59
206	DOWNTOWN BID	0.00	9,967.38	1,000.00	8,967.38
210	SALES TAX	5,536,946.72	1,150,435.31	434,350.55	6,253,031.48
211	1/2 CENT SALES TAX	89,022.85	1,021,237.64	502,759.42	607,501.07
220	COMMUNICATIONS - E911	158,536.41	305,170.27	196,088.84	267,617.84
221	COMMUNICATIONS - WIRELESS E911	215,511.30	20,460.68	14,257.36	221,714.62
225	COMMUNICATIONS-EC-911 EQUIPMENT	(294,733.12)	0.00	3,941.34	(298,674.46)
240	HOUSING REHAB & LOANS	95,686.13	13,240.64	2,156.36	106,770.41
260	PROGRESS AND JOBS GROWTH	1,479,780.51	127,793.94	1,024.78	1,606,549.67
270	KENO	724,450.53	187,373.36	208,432.94	703,390.95
400	DEBT SERVICE FUND	(435,561.78)	28,948.02	703,928.25	(1,110,542.01)
480	COMMUNITY REDEVL AUTH	586,724.70	38,337.50	24,571.98	600,490.22
500	UTILITY SERVICE	17,160,754.04	1,902,757.42	2,911,488.81	16,152,022.65
520	WATER	13,649,153.37	1,072,078.29	861,968.19	13,859,263.47
530	LOUP DISTRIBUTION	1,895,368.89	1,201,331.53	1,346.83	3,095,353.59
560	STORMWATER UTILITY	1,165,303.55	76,466.45	21,393.68	1,220,376.32
570	SOLID WASTE DIVISION	3,361,336.91	461,348.49	288,555.94	3,534,129.46
600	HEALTH INSURANCE	2,602,497.84	160,694.30	225,962.47	2,537,229.67
710	FIRE PENSION	79,163.05	556.83	1,272.82	78,447.06
730	LICENSES TO SCHOOLS	2,515.00	8,585.00	1,915.00	9,185.00
740	LIBRARY FOUNDATION	761,071.19	0.00	0.00	761,071.19
745	LIBRARY ENDOWMENT	1,151,125.13	0.00	0.00	1,151,125.13
750	GERRARD PARK TRUST	135,927.90	0.00	0.00	135,927.90
999	PAYROLL CLEARING	2,755.12	1,636,521.49	1,615,789.71	23,486.90
	TOTAL - ALL FUNDS	60,604,394.99	12,959,920.54	12,384,764.74	61,179,550.79

4.H. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02359 12/19/2023	911 CUSTOM LLC INVOICE	54515	BLACKINTON FLEX BADGE - ALDRICH QM	54.00	
			Total:	54.00	
			Net of 1 Invoices / 0 Checks	54.00	
02057 12/19/2023	A TO Z MESSAGING INVOICE	17598	ANSWERING SERVICE	125.00	
			Total:	125.00	
			Net of 1 Invoices / 0 Checks	125.00	
00116 12/19/2023	ACE HARDWARE & GARDEN CNT INVOICE	199333/5	PLUMBING SUPPLIES	87.00	
12/19/2023	INVOICE	199329/5	LED LIGHT	48.98	
12/19/2023	INVOICE	199276/5	CHALK/SPEED REEL COMBO	14.58	
12/19/2023	INVOICE	199266/5	TARP STRAP	11.96	
12/19/2023	INVOICE	199254/5	SPACKLING, EXT FLAT WHITE, ROLLER, PUTTY KN:	57.15	
12/19/2023	INVOICE	199249/5	HOSE, CABLE TIE, ADAPTER, NIPPLE, BALL VALV	63.57	
12/19/2023	INVOICE	199248/5	CABLE TIES	23.18	
12/19/2023	INVOICE	199242/5	FOAM BRUSH, WHITE QT	20.98	
12/19/2023	INVOICE	199241/5	GORILLA ADHESIVE, OIL 2 CYCLE	15.97	
12/19/2023	INVOICE	199219/5	CLAMPS	23.92	
12/19/2023	INVOICE	199462/5	PADLOCKS	204.87	
12/19/2023	INVOICE	199385/5	STIHL GAL PLATINUM	39.96	
12/19/2023	INVOICE	199461/5	9V BATTERY	10.99	
12/19/2023	INVOICE	199201/5	LOCK NUTS, FLAT WASHERS	98.94	
12/19/2023	INVOICE	199199/5	METAL HOSE SHUT OFF, WASH MACH 3/8"X6, COUP:	44.57	
12/19/2023	INVOICE	199210/5	CLAMPS	47.84	
12/19/2023	INVOICE	199215/5	BAIT STATION & RODENT REPEL	61.97	
12/19/2023	INVOICE	199478/5	COUPL HOSE	5.59	
12/19/2023	INVOICE	199503/5	QUICK COUPLER, SCREW COUPLER	35.57	
12/19/2023	INVOICE	199551/5	ACE RSTP SPRAY PAINT	39.75	
12/19/2023	INVOICE	199538/5	NUTS, BOLTS, SCREWS	57.80	
12/19/2023	INVOICE	199559/5	NUTS, BOLTS, SCREWS	1.80	
			Total:	1,016.94	
			Net of 22 Invoices / 0 Checks	1,016.94	
00180 12/19/2023	ADVANCE AUTO PARTS INVOICE	5606333860388	BEDMAT	164.00	
12/19/2023	INVOICE	5606333560328	OIL FILTER LD	2.62	
12/19/2023	INVOICE	5606333560346	LUBE	9.09	
12/19/2023	INVOICE	5606333860386	OIL FILTER	2.62	
12/19/2023	INVOICE	5606333860390	BRAKE PADS	46.79	
12/19/2023	INVOICE	5606333960415	AIR FILTER	65.08	
12/19/2023	INVOICE	5606332560005	AIR LIFT SYSTEM	972.00	
12/19/2023	INVOICE	5606332560006	AIR LIFT SYSTEM	1,121.14	
12/19/2023	INVOICE	5606333260157	AIR FILTER, LUBE	19.76	
12/19/2023	INVOICE	5606333260158	FUEL FILTER	8.15	
12/19/2023	INVOICE	5606333160122	BRK CAL W/HDW	98.09	
			Total:	2,509.34	
			Net of 11 Invoices / 0 Checks	2,509.34	
01095 12/19/2023	AMERICAN FENCE COMPANY LLC INVOICE	GIIN00002428	INSTALLED 2 NEW DC MOTORS & MAIN BOARD	3,118.33	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	3,118.33	
			Net of 1 Invoices / 0 Checks	3,118.33	
00133	AMERICAN LEGAL PUBLISHING CORP				
12/19/2023	INVOICE	29695	CODIFICATION OF ORDINANCES	7,547.93	
12/19/2023	INVOICE	29680	ALS UPDATE: ORDS: 23-18	10.00	
			Total:	7,557.93	
			Net of 2 Invoices / 0 Checks	7,557.93	
11021	APPLIED CONNECTIVE TECHNOLOGIES LLC				
12/19/2023	INVOICE	204895	DELL LAPTOPS & HARDWARE	9,965.00	
			Total:	9,965.00	
			Net of 1 Invoices / 0 Checks	9,965.00	
00418	AQUA-CHEM INC				
12/19/2023	INVOICE	00204219	CHEMICALS	1,181.49	
			Total:	1,181.49	
			Net of 1 Invoices / 0 Checks	1,181.49	
00587	AQUA-PURE INC				
12/19/2023	INVOICE	COLNE2312	MONTHLY SERVICE CONTRACT - NORTH & SOUTH WE:	7,126.85	
			Total:	7,126.85	
			Net of 1 Invoices / 0 Checks	7,126.85	
10561	ARNOLD MOTOR SUPPLY				
12/19/2023	INVOICE	78NV089994	AIR FILTERS, BRAKLEEN	147.34	
12/19/2023	INVOICE	78NV089606	OIL FILTER, PM 5W20 SYN BLEND	31.07	
12/19/2023	INVOICE	78NV087133	FIBER DRAIN PLUG GASKET	0.73	
12/19/2023	INVOICE	78NV089862	TRUFLEX FHP LOW HP V-BELT	7.24	
12/19/2023	INVOICE	78NV089719	OIL DRAIN PLUG	2.77	
12/19/2023	INVOICE	78NV089690	PM DEX/MERC 12/1 QT	18.45	
12/19/2023	INVOICE	78NV089711	BATTERY CLIPS, TOOL/BIT	70.07	
12/19/2023	INVOICE	78NV089455	AIR FILTER	32.43	
12/19/2023	INVOICE	78NV089617	ALTERNATOR	234.27	
12/19/2023	INVOICE	78CR010215	CREDIT - CORE	(30.00)	
12/19/2023	INVOICE	78CR010197	CREDIT - WHEEL BEARING & HUB ASSEMBLY	(82.09)	
12/19/2023	INVOICE	78NV089505	WHEEL BEARING & HUB ASSEMBLY	82.09	
12/19/2023	INVOICE	78NV090335	AUTOMATIC SLACK ADJUSTER WRENCH	83.98	
12/19/2023	INVOICE	78NV089698	4 AWG 175 AMP, 2GA 175 AMP BCC	47.98	
12/19/2023	INVOICE	78NV090426	4 - BALL BEARINGS	76.72	
12/19/2023	INVOICE	78NV090261	SPRAY GUN PAINT REMOVER, TRUCK PREPACK	90.44	
12/19/2023	INVOICE	78NV090844	RAVEN NITRILE XL	18.89	
12/19/2023	INVOICE	78NV090975	20 - SEALS	88.20	
12/19/2023	INVOICE	78NV090964	20 - TAPER BEARING SETS	196.40	
			Total:	1,116.98	
			Net of 19 Invoices / 0 Checks	1,116.98	
00107	AT&T MOBILITY				
12/19/2023	INVOICE	287321675065X11282	WIRELESS OCT 22 - NOV 21	80.08	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
				Total:	80.08
				Net of 1 Invoices / 0 Checks	80.08
MISC	BAUMERT KARLA A				
12/19/2023	INVOICE	12/12/2023	UB refund for account: 400-72070-00	22.33	
				Total:	22.33
				Net of 1 Invoices / 0 Checks	22.33
00461	BEHLEN TOWING LLC				
12/19/2023	INVOICE	30880	TOWING	150.00	
12/19/2023	INVOICE	30883	TOWING	150.00	
12/19/2023	INVOICE	30913	TOWING	150.00	
12/19/2023	INVOICE	30805	TOWING	150.00	
12/19/2023	INVOICE	30922	TOWING	150.00	
12/19/2023	INVOICE	30930	TOWING	150.00	
12/19/2023	INVOICE	30810	TOWING	150.00	
12/19/2023	INVOICE	30932	TOWING	150.00	
12/19/2023	INVOICE	30181	TOWING	150.00	
				Total:	1,350.00
				Net of 9 Invoices / 0 Checks	1,350.00
03256	BLACK HILLS ENERGY				
12/19/2023	INVOICE	6007 1329 48 DEC	2NATURAL GAS	2,283.52	
12/19/2023	INVOICE	8429 6210 02 DEC	2NATURAL GAS	558.71	
12/19/2023	INVOICE	0815 1921 72 DEC	2NATURAL GAS	488.22	
12/19/2023	INVOICE	0778 7198 98 DEC	2NATURAL GAS	374.57	
12/19/2023	INVOICE	6310 3990 85 DEC	2NATURAL GAS	323.57	
12/19/2023	INVOICE	4447 5106 07 DEC	2NATURAL GAS	221.57	
12/19/2023	INVOICE	7226 0844 98 DEC	2NATURAL GAS	170.11	
12/19/2023	INVOICE	1450 5796 12 DEC	2NATURAL GAS	150.72	
12/19/2023	INVOICE	5431 5180 01 DEC	2NATURAL GAS	119.57	
12/19/2023	INVOICE	5915 3548 20 DEC	2NATURAL GAS	102.81	
12/19/2023	INVOICE	5048 9157 09 DEC	2NATURAL GAS	78.95	
12/19/2023	INVOICE	7504 0422 35 DEC	2NATURAL GAS	78.23	
12/19/2023	INVOICE	6942 7542 63 DEC	2NATURAL GAS	77.50	
12/19/2023	INVOICE	2278 6168 20 DEC	2NATURAL GAS	76.00	
12/19/2023	INVOICE	4086 6115 74 DEC	2NATURAL GAS	68.59	
12/19/2023	INVOICE	5317 1214 84 DEC	2NATURAL GAS	65.84	
12/19/2023	INVOICE	5389 9420 88 DEC	2NATURAL GAS	62.44	
12/19/2023	INVOICE	4665 9615 35 DEC	2NATURAL GAS	53.78	
12/19/2023	INVOICE	9767 8260 47 DEC	2NATURAL GAS	51.34	
12/19/2023	INVOICE	1164 9983 32 DEC	2NATURAL GAS	41.46	
12/19/2023	INVOICE	3343 6679 78 DEC	2NATURAL GAS	62.44	
				Total:	5,509.94
				Net of 21 Invoices / 0 Checks	5,509.94
00917	BLACKSTONE PUBLISHING				
12/19/2023	INVOICE	2130923	CD'S	68.00	
				Total:	68.00
				Net of 1 Invoices / 0 Checks	68.00
00240	BOUND TREE MEDICAL LLC				
12/19/2023	INVOICE	85179644	BP CUFF & BLADDER	79.47	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/19/2023	INVOICE	85167833	DEFIBRILLATION PADS, BP CUFF, GLOVES, NASOPH	1,876.42	
			Total:	1,955.89	
			Net of 2 Invoices / 0 Checks	1,955.89	
02485 12/19/2023	BOYD JONES CONSTRUCTION CO INVOICE	35	LIBRARY/CULTURAL ARTS FACILITY	332,642.30	
			Total:	332,642.30	
			Net of 1 Invoices / 0 Checks	332,642.30	
02979 12/19/2023	CAPITAL BUSINESS SYSTEMS INVOICE	1346008	COPIER CONTRACT	91.33	
			Total:	91.33	
			Net of 1 Invoices / 0 Checks	91.33	
00091 12/19/2023	CAROLINA SOFTWARE INVOICE	89098	WASTEWORX LASER TICKETS	839.20	
			Total:	839.20	
			Net of 1 Invoices / 0 Checks	839.20	
10604 12/19/2023	CASEY'S MAIL SERVICE LLC INVOICE	3354	LEBRARY/MEDIA MAIL	900.91	
12/19/2023	INVOICE	3338	DAILY MAIL, WATER STATEMENTS	4,273.09	
			Total:	5,174.00	
			Net of 2 Invoices / 0 Checks	5,174.00	
00008 12/19/2023	CBS - REPORTING SERVICES INVOICE	1521	SUBSCRIBER FEE -ANNUAL MEMBERSHIP, FILE 1121	78.40	
			Total:	78.40	
			Net of 1 Invoices / 0 Checks	78.40	
02551 12/19/2023	CENTER FOR MUNICIPAL SOLUTIONS INVOICE	49728-002	COLUMBUS NE RISE BROADBAND - 1470 14TH AVENUE	2,375.00	
12/19/2023	INVOICE	94455-002	COLUMBUS NE VERIZON - 657 S 14TH AVE	350.00	
			Total:	2,725.00	
			Net of 2 Invoices / 0 Checks	2,725.00	
01209 12/19/2023	CENTER POINT LARGE PRINT INVOICE	2059122	MATERIALS	94.08	
			Total:	94.08	
			Net of 1 Invoices / 0 Checks	94.08	
01148 12/19/2023	CENTURY LINK INVOICE	402D33-0443 DEC 1	E911 PHONE CHARGES	930.00	
			Total:	930.00	
			Net of 1 Invoices / 0 Checks	930.00	
10642	CHROME N' STEEL TRUCK & TRAILER LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/19/2023	INVOICE	7297	3 - CONTINENTAL CCA BATTERIES	390.00	
			Total:	390.00	
			Net of 1 Invoices / 0 Checks	390.00	
00567	CITY OF COLUMBUS				
12/19/2023	INVOICE	300-47516-00	DEC 2WATER & SEWER	42.92	
12/19/2023	INVOICE	300-54059-00	DEC 2WATER & SEWER	472.90	
12/19/2023	INVOICE	200-21960-05	DEC 2WATER & SEWER	117.71	
12/19/2023	INVOICE	200-39575-00	DEC 2WATER & SEWER	25.82	
12/19/2023	INVOICE	300-47514-00	DEC 2WATER & SEWER	92.82	
12/19/2023	INVOICE	300-47518-00	DEC 2WATER & SEWER	52.45	
12/19/2023	INVOICE	300-49615-00	DEC 2WATER & SEWER	31.51	
12/19/2023	INVOICE	300-62105-00	DEC 2WATER & SEWER	82.25	
12/19/2023	INVOICE	300-62155-00	DEC 2WATER & SEWER	113.95	
12/19/2023	INVOICE	200-21983-00	DEC 2WATER & SEWER - CHILDREN'S MUSEUM	105.83	
12/19/2023	INVOICE	200-21982-00	DEC 2WATER & SEWER	338.60	
12/19/2023	INVOICE	100-13650-01	DEC 2WATER & SEWER	167.38	
12/19/2023	INVOICE	300-44986-00	DEC 2WATER & SEWER	102.65	
12/19/2023	INVOICE	300-57938-00	DEC 2WATER & SEWER	92.50	
12/19/2023	INVOICE	400-70005-01	DEC 2WATER & SEWER	180.43	
12/19/2023	INVOICE	200-28755-00	DEC 2WATER & SEWER	43.65	
12/19/2023	INVOICE	200-37998-00	DEC 2WATER & SEWER	343.30	
12/19/2023	INVOICE	200-41055-00	DEC 2WATER & SEWER	25.82	
12/19/2023	INVOICE	300-44995-00	DEC 2WATER & SEWER	95.68	
12/19/2023	INVOICE	300-47517-00	DEC 2WATER & SEWER	451.35	
12/19/2023	INVOICE	300-50035-00	DEC 2WATER & SEWER	57.58	
12/19/2023	INVOICE	300-57935-00	DEC 2WATER & SEWER	746.43	
12/19/2023	INVOICE	300-57936-00	DEC 2WATER & SEWER	134.35	
12/19/2023	INVOICE	300-57937-00	DEC 2WATER & SEWER	170.94	
12/19/2023	INVOICE	300-61005-00	DEC 2WATER & SEWER	167.23	
12/19/2023	INVOICE	400-65101-00	DEC 2WATER & SEWER	124.85	
12/19/2023	INVOICE	400-69475-00	DEC 2WATER & SEWER	42.92	
12/19/2023	INVOICE	400-81020-00	DEC 2WATER & SEWER	645.97	
12/19/2023	INVOICE	300-57934-00	DEC 2WATER & SEWER	258.88	
12/19/2023	INVOICE	300-45762-00	DEC 2WATER & SEWER	37.20	
12/19/2023	INVOICE	300-44985-02	DEC 2WATER & SEWER	25.19	
12/19/2023	INVOICE	200-39615-01	DEC 2WATER & SEWER	109.62	
12/19/2023	INVOICE	300-45761-00	DEC 2WATER & SEWER	25.99	
			Total:	5,526.67	
			Net of 33 Invoices / 0 Checks	5,526.67	
00262	CLUB PROPHET SYSTEMS				
12/19/2023	INVOICE	INV1880992	MONTHLY TEE SHEET, ONLINE RESERVATION	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
02542	CNC REPAIR LLC				
12/19/2023	INVOICE	8890	MOUNT & DISMOUNT	126.95	
12/19/2023	INVOICE	8709	LUBE OIL FILTER VIN #7979	45.00	
12/19/2023	INVOICE	8739	LUBE OIL FILTER, AIR FILTER, ROTATE TIRES, I	321.84	
12/19/2023	INVOICE	8755	REPLACE SPARK PLUGS VIN #8538	491.21	
12/19/2023	INVOICE	8765	LUBE OIL FILTER, REPLACE EXHAUST PIPE VIN #	294.67	
12/19/2023	INVOICE	8802	BATTERY VIN #3309	145.77	
12/19/2023	INVOICE	8816	LUBE OIL FILTER, 4 TIRES VIN #8538	908.57	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/19/2023	INVOICE	8817	LUBE OIL FILTER, CABIN AIR FILTER, BRAKE PAI	1,243.37	
			Total:	3,577.38	
			Net of 8 Invoices / 0 Checks	3,577.38	
03140 12/19/2023	COLUMBUS AREA CHAMBER OF INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,080.00	
			Total:	1,080.00	
			Net of 1 Invoices / 0 Checks	1,080.00	
11098 12/19/2023	COLUMBUS ARTS COUNCIL INVOICE	12.07.2023	2 - LINDA WHEATLEY CERAMIC CHRISTMAS TREES	50.00	
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
03141 12/19/2023	COLUMBUS COMMUNITY HOSPITAL INVOICE	10876745-0001	ANDREW STEVENS	2,781.54	
			Total:	2,781.54	
			Net of 1 Invoices / 0 Checks	2,781.54	
10768 12/19/2023	COLUMBUS CREDIT SERVICES INVOICE	ACCTY150 NOV 23	COLLECTIONS	17.33	
			Total:	17.33	
			Net of 1 Invoices / 0 Checks	17.33	
01638 12/19/2023	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	
03142 12/19/2023	COLUMBUS STEEL SUPPLY INVOICE	146980	CHANNEL 8"	214.25	
12/19/2023	INVOICE	146954	SQ TUBING	178.74	
			Total:	392.99	
			Net of 2 Invoices / 0 Checks	392.99	
03143 12/19/2023	COLUMBUS TIRE & SERVICE INVOICE	1-27448	4 - TRUCK TIRES	744.00	
12/19/2023	INVOICE	1-27531	TIRE REPAIRS	56.00	
			Total:	800.00	
			Net of 2 Invoices / 0 Checks	800.00	
02718 12/19/2023	CORE & MAIN LP INVOICE	U074378	CREDIT - 6" DI COMPAINON FLG	(608.39)	
12/19/2023	INVOICE	U062906	CREDIT - REF INVOICE 3681915	(1,640.51)	
12/19/2023	INVOICE	T963731	12 - 1 IPERL, 3/4S IPERL, RUBBER MTR WASHER	4,369.00	
12/19/2023	INVOICE	T963746	12 - 1 IPERL, 8 - 3/4S IPERL	4,356.00	
12/19/2023	INVOICE	T963757	6 - 1 IPERL, 8 - 3/4S IPERL	2,814.00	
12/19/2023	INVOICE	T963770	16 - 3/4S IPERL	2,544.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/19/2023	INVOICE	U021550	36 - 3/4 MTR CPLG	615.78	
			Total:	12,449.88	
			Net of 7 Invoices / 0 Checks	12,449.88	
03147	CORNHUSKER PUBLIC POWER DIST				
12/19/2023	INVOICE	415030001 DEC 23	ELECTRICITY	99.10	
12/19/2023	INVOICE	415030005 DEC 23	ELECTRICITY	36.74	
12/19/2023	INVOICE	415030006 DEC 23	ELECTRICITY	183.95	
12/19/2023	INVOICE	415030007 DEC 23	ELECTRICITY	254.70	
12/19/2023	INVOICE	415030008 DEC 23	ELECTRICITY	179.56	
12/19/2023	INVOICE	415030009 DEC 23	ELECTRICITY	155.65	
			Total:	909.70	
			Net of 6 Invoices / 0 Checks	909.70	
03149	CULLIGAN OF COLUMBUS				
12/19/2023	INVOICE	273049	POU COOLER	41.00	
12/19/2023	INVOICE	273079	EQUIPMENT - REVERSE OSMOSIS	32.00	
12/19/2023	INVOICE	273086	EQUIPMENT - REVERSE OSMOSIS	64.50	
			Total:	137.50	
			Net of 3 Invoices / 0 Checks	137.50	
11097	DINGES FIRE COMPANY				
12/19/2023	INVOICE	47715	VANGUARD GLOVES	2,558.59	
			Total:	2,558.59	
			Net of 1 Invoices / 0 Checks	2,558.59	
01753	DOERNEMANN FARM SERVICE INC				
12/19/2023	INVOICE	107170	3/4"X2 WIRE HOSE, FITTING	79.96	
			Total:	79.96	
			Net of 1 Invoices / 0 Checks	79.96	
00374	DUNBAR DOUGLAS				
12/19/2023	INVOICE	12.01.2023	MONTHLY CONTRACT	7,018.00	
12/19/2023	INVOICE	12.01.2023	MONTHLY COMMISSIONS - GREEN FEES/CART RENTA	791.83	
			Total:	7,809.83	
			Net of 2 Invoices / 0 Checks	7,809.83	
03158	EAKES OFFICE SOLUTIONS				
12/19/2023	INVOICE	8842878-0	HP 730 CARTRIDGE	91.99	
12/19/2023	INVOICE	8841148-1	APPOINTMENT BOOK	29.09	
12/19/2023	INVOICE	8841146-2	BLACK REFILL INK	5.50	
12/19/2023	INVOICE	8841145-1	DESK CALENDAR	14.20	
12/19/2023	INVOICE	8837459-0	PAPERCLIP HOLDER, EXPO SPRAY CLEANER, LASER	42.84	
12/19/2023	INVOICE	8841147-1	HIGHLIGHTER	9.18	
12/19/2023	INVOICE	8841146-1	REFILL CALENDAR	8.73	
12/19/2023	INVOICE	C8837459-0	CREDIT - CLEANER, LABELS	(26.48)	
12/19/2023	INVOICE	8841148-0	PAPER, DESK CALENDAR, PEN	36.91	
12/19/2023	INVOICE	8841147-0	FILE FOLDERS, LABEL TAPE, ADHESIVE NOTES, PI	105.45	
12/19/2023	INVOICE	8841146-0	TAPE, PENS	33.55	
12/19/2023	INVOICE	8841145-0	PENS, CALENDAR, STICKY NOTES	67.84	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/19/2023	INVOICE	INV509149	COPIER CONTRACT	84.33	
			Total:	503.13	
			Net of 13 Invoices / 0 Checks	503.13	
02580 12/19/2023	ED M. FELD EQUIPMENT CO. INC. INVOICE	12.07.2023	2025 COACH TYPE I AMBULANCE	428,023.00	
			Total:	428,023.00	
			Net of 1 Invoices / 0 Checks	428,023.00	
03161 12/19/2023	ELECTRICAL ENGINEERING & INVOICE	8429519-00	GEL 12377	172.57	
12/19/2023	INVOICE	8429797-00	ALUM CONDUIT	35.30	
			Total:	207.87	
			Net of 2 Invoices / 0 Checks	207.87	
01597 12/19/2023	ELECTRONIC ENGINEERING INVOICE	855002144-1	2 WAY RADIOS INSTALL	1,576.05	
			Total:	1,576.05	
			Net of 1 Invoices / 0 Checks	1,576.05	
03163 12/19/2023	ENTERPRISE ELECTRIC COLUMBUS INVOICE	1145-1019394	12V 5.0 AH BATTERY	60.99	
			Total:	60.99	
			Net of 1 Invoices / 0 Checks	60.99	
00242 12/19/2023	FIRST NATIONAL BANK OMAHA INVOICE	3829768	UNITED STATES POSTAL SERVICE	9.65	
12/19/2023	INVOICE	34732	HOOK RAIL	37.44	
12/19/2023	INVOICE	112-4850448-126660	AMAZON - WIRELESS NOISE CANCELLING HEADSET	241.41	
12/19/2023	INVOICE	112-5193973-190342	AMAZON - DIABETIC BAG INSULIN KIT	19.99	
12/19/2023	INVOICE	112-5923683-828904	AMAZON - ID CARD BADGE HOLDER	13.94	
12/19/2023	INVOICE	112-4167760-809306	AMAZON - PRO ELECTRICAL TESTER	310.48	
12/19/2023	INVOICE	112-6057495-067781	AMAZON - PARCHMENT PAPER	24.84	
12/19/2023	INVOICE	112-4032690-460665	AMAZON - REAR VIEW TOWING MIRROR	143.88	
12/19/2023	INVOICE	112-7517529-111780	AMAZON - LED BULBS HIGH LOW BEAM COMBO	95.99	
12/19/2023	INVOICE	SO1156621	UPLIFT DESK - STANDING DESK	599.00	
12/19/2023	INVOICE	112-0598497-803700	AMAZON - TONER CARTRIDGES	116.96	
12/19/2023	INVOICE	112-4028983-766262	AMAZON - MESH WALL MOUNTED FILE HOLDERS	35.57	
12/19/2023	INVOICE	112-7972308-086340	AMAZON - COOLING FAN	46.87	
12/19/2023	INVOICE	112-9405886-877465	AMAZON - 4 - STETHOSCOPES	795.16	
12/19/2023	INVOICE	112-2990429-585862	AMAZON - TONER CARTRIDGES	404.22	
12/19/2023	INVOICE	112-5891239-306182	AMAZON - AIR TAG KEYCHAIN, AIR TAGS	102.61	
12/19/2023	INVOICE	112-7645870-359860	AMAZON - HEADLIGHT ASSEMBLY, TOW MIRRORS, RI	628.52	
12/19/2023	INVOICE	112-7645870-359860	REFUND AMAZON - TOW MIRRORS	(142.60)	
12/19/2023	INVOICE	112-8964226-913862	AMAZON - CALENDARS	191.42	
12/19/2023	INVOICE	111-1102424-336902	AMAZON - WEEKLY PLANNER, COLORED CARDSTOCK	110.54	
12/19/2023	INVOICE	112-1552453-412264	REFUND	(0.01)	
12/19/2023	INVOICE	112-1552453-412264	AMAZON - DVD'S	58.59	
12/19/2023	INVOICE	111-5498727-371941	AMAZON - CORNHOLE BEAN BAGS	28.94	
12/19/2023	INVOICE	5927942	UNITED STATES POSTAL SERVICE	183.00	
12/19/2023	INVOICE	TQOL	THE DOWNTOWN MUG - 2 AIRPOTS OF COFFE, CREA	34.40	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/19/2023	INVOICE	114-5022611-608824	AMAZON - COMMAND HOOKS, DRY ERASE SURFACE C	72.80	
12/19/2023	INVOICE	114-1145754-698503	AMAZON - DRY ERASE MARKER HOLDER, VINYL TRAI	120.85	
12/19/2023	INVOICE	113-9899644-936100	AMAZON - DVD'S	164.51	
12/19/2023	INVOICE	114-1874044-225864	AMAZON - 2 ROLLS POLYPROPYLENE FILM	290.16	
12/19/2023	INVOICE	D01-1127725-552663	AMAZON - PRIME MEMBERSHIP FEE	14.99	
12/19/2023	INVOICE	11292023	CONSTANT CONTACT	76.95	
12/19/2023	INVOICE	111-3328132-340105	AMAZON - PARACORD BRACELETS, HORROR TRIVIA (479.72	
12/19/2023	INVOICE	HD01430600029EUS	ADOBE VREATIVE CLOUD ALL APS	34.99	
12/19/2023	INVOICE	89XDCWPNJ2	FACEBOOK ADS	20.00	
12/19/2023	INVOICE	11072023-9726	UNIV OF NEBR EVENT - PRO HORT LAWN & LANDSC	20.00	
12/19/2023	INVOICE	131	HOLIDAY INN EXPRESS	118.53	
12/19/2023	INVOICE	12042023BHM	BHM WORLD HERALD SUBSCRIPTION	29.99	
12/19/2023	INVOICE	11-07083	SEAL GUARD - X-SEAL 12-300ML KIT	274.56	
12/19/2023	INVOICE	11.19.2023	TRAINING GRAND ISLAND - MEALS	106.24	
12/19/2023	INVOICE	902692955	B&H PHOTO - 6 SUREFIRE BATTERY BOXES	143.16	
12/19/2023	INVOICE	112282023	NEBRASKA AVIATION SYMPOSIUM	135.00	
12/19/2023	INVOICE	WR23041075	BLAUER MANUFACTURING - ARMOR SKIN BASE SHIR'	228.67	
12/19/2023	INVOICE	044447	WALMART - CELL PHONE CASE	21.34	
12/19/2023	INVOICE	0063	HYVEE	10.99	
12/19/2023	INVOICE	VP-B991BVP9	VISTA PRINT - BUSINESS CARDS	29.63	
12/19/2023	INVOICE	81807810	PLATTE COUNTY TREASURER	16.40	
12/19/2023	INVOICE	24637	CENTER FOR PUBLIC SAFETY EXCELLENCE - CFO C	395.00	
12/19/2023	INVOICE	1003475188	ROUGH COUNTRY - RUNNING BOARD	406.55	
12/19/2023	INVOICE	297064	J HARLEN CO - ERGONOMIC BUCKET PAD	173.94	
12/19/2023	INVOICE	132	RUNZA	21.06	
12/19/2023	INVOICE	500565	DEPT OF TRANS - NDOT SUPERINTENDENT LICENSE	50.00	
12/19/2023	INVOICE	000633478	APWA - BASE 4 APWA TAX CLASS	955.00	
12/19/2023	INVOICE	ORD00060625	WORTHINGTON DIRECT - 4 - STANDARD CHAIR CAD	1,477.00	
12/19/2023	INVOICE	11.17.2023	FREMONT TRIBUNE	19.00	
Total:				9,997.84	
Net of 54 Invoices / 0 Checks				9,997.84	
00169	FRONTIER				
12/19/2023	INVOICE	40256277850209002	NWP 11/30/23 TO 12/29/23	94.32	
12/19/2023	INVOICE	30818802060523942	E911 PHONE CHARGES 11/30/23 TO 12/29/23	304.06	
Total:				398.38	
Net of 2 Invoices / 0 Checks				398.38	
00459	GALE				
12/19/2023	INVOICE	83019975	MATERIALS	25.60	
12/19/2023	INVOICE	83009280	MATERIALS	675.76	
12/19/2023	INVOICE	82980124	MATERIALS	78.72	
12/19/2023	INVOICE	82970105	MATERIALS	24.80	
12/19/2023	INVOICE	82988188	CHILTON LIBRARY, PETERSONS TEST PREP	3,043.42	
Total:				3,848.30	
Net of 5 Invoices / 0 Checks				3,848.30	
03172	GALLS LLC				
12/19/2023	INVOICE	026273495	MENS PDU CLASS A TWILL PANT	137.77	
Total:				137.77	
Net of 1 Invoices / 0 Checks				137.77	
03174	GEHRING CONSTRUCTION &				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/19/2023	INVOICE	74230	1415 1ST STREET	307.00	
			Total:	307.00	
			Net of 1 Invoices / 0 Checks	307.00	
03229	GINGER MOON & ASSOCIATES				
12/19/2023	INVOICE	701	RENEWAL CITY CLERK BOND	100.00	
12/19/2023	INVOICE	00802	RENEWAL FINANCE DIRECTOR BOND	125.00	
			Total:	225.00	
			Net of 2 Invoices / 0 Checks	225.00	
MISC	GLIK'S				
12/19/2023	INVOICE	12/12/2023	UB refund for account: 200-40382-04	2.96	
			Total:	2.96	
			Net of 1 Invoices / 0 Checks	2.96	
10401	GOLFNOW				
12/19/2023	INVOICE	INV00084852	WEBSITE/EMAIL HOSTING	185.66	
			Total:	185.66	
			Net of 1 Invoices / 0 Checks	185.66	
02594	GREAT PLAINS BUILDING SUPPLY				
12/19/2023	INVOICE	2312-521822	6 - 2X10-10, 2 - 2X6-12	129.36	
			Total:	129.36	
			Net of 1 Invoices / 0 Checks	129.36	
02075	GREAT PLAINS COMMUNICATIONS				
12/19/2023	INVOICE	139461 4025648127	PHONE/INTERNET CHARGES 12/16-01/15	1,413.45	
12/19/2023	INVOICE	125755 996-426-002	INTERNET 12/01 TO 12/31	199.95	
			Total:	1,613.40	
			Net of 2 Invoices / 0 Checks	1,613.40	
02904	GUNSLINGERS LLC				
12/19/2023	INVOICE	21995	GLOCK 48MOS - BLUNK QM	550.00	
12/19/2023	INVOICE	22100	JUDGE HANDGUN, FIO 45LCCA	459.99	
			Total:	1,009.99	
			Net of 2 Invoices / 0 Checks	1,009.99	
03183	HADLEY-BRAITHWAIT COMPANY				
12/19/2023	INVOICE	230243	TOILET PAPER, MULTIFOLD TOWELS, TRASH BAGS	420.65	
			Total:	420.65	
			Net of 1 Invoices / 0 Checks	420.65	
00272	HAWKINS INC				
12/19/2023	INVOICE	6636055	CHEMICALS	3,097.88	
			Total:	3,097.88	
			Net of 1 Invoices / 0 Checks	3,097.88	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03185	HDR ENGINEERING INC				
12/19/2023	INVOICE	1200576034	DESIGN & CONSTRUCTION PHASE LOST CREEK PRKW	6,335.58	
12/19/2023	INVOICE	1200576031	LOST CREEK PRKWY SEWER PROJECT	11,323.24	
			Total:	17,658.82	
			Net of 2 Invoices / 0 Checks	17,658.82	
01424	HEARTLAND NATURAL GAS LLC				
12/19/2023	INVOICE	128549	NATURAL GAS	1,279.18	
12/19/2023	INVOICE	128545	NATURAL GAS	1,216.06	
12/19/2023	INVOICE	128543	NATURAL GAS	125.81	
12/19/2023	INVOICE	128541	NATURAL GAS	30.99	
12/19/2023	INVOICE	128542	NATURAL GAS	168.19	
12/19/2023	INVOICE	128548	NATURAL GAS	63.60	
12/19/2023	INVOICE	128544	NATURAL GAS	1,467.19	
12/19/2023	INVOICE	128550	NATURAL GAS	684.29	
12/19/2023	INVOICE	128540	NATURAL GAS	65.43	
12/19/2023	INVOICE	128538	NATURAL GAS	246.98	
12/19/2023	INVOICE	128537	NATURAL GAS	1,100.86	
12/19/2023	INVOICE	128539	NATURAL GAS	426.24	
			Total:	6,874.82	
			Net of 12 Invoices / 0 Checks	6,874.82	
10975	HEARTLAND OFFICE CLEANERS				
12/19/2023	INVOICE	21503	DEC CLEANING	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
01724	HOBBY LOBBY				
12/19/2023	INVOICE	126037796	PAPER CRAFTS	199.74	
12/19/2023	INVOICE	126066405	CAREGIVER APPRECIATION GIFTS	146.60	
12/19/2023	INVOICE	125680955	FRAME	15.99	
12/19/2023	INVOICE	126100623	FOAM FOR SEATS	60.26	
			Total:	422.59	
			Net of 4 Invoices / 0 Checks	422.59	
00403	HOWERTER MD MARK S				
12/19/2023	INVOICE	12.01.2023	EMERGENCY MEDICAL DIRECTOR	655.00	
12/19/2023	INVOICE	12.01.2023	EMERGENCY MEDICAL DIRECTOR - JCC	655.00	
			Total:	1,310.00	
			Net of 2 Invoices / 0 Checks	1,310.00	
03192	HY-VEE INC				
12/19/2023	INVOICE	5885638560	GROCERIES	71.92	
12/19/2023	INVOICE	5885693771	CAREIVER APPRECIATION SUPPLIES	92.32	
12/19/2023	INVOICE	5884929833	GROCERIES	121.85	
12/19/2023	INVOICE	5885526636	GROCERIES	45.95	
12/19/2023	INVOICE	5885744324	GROCERIES	109.34	
			Total:	441.38	
			Net of 5 Invoices / 0 Checks	441.38	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00088	INDUSTRIAL CONTROL SYSTEMS INC				
12/19/2023	INVOICE	2735	MAIN CONTROL BOARD	1,211.64	
			Total:	1,211.64	
			Net of 1 Invoices / 0 Checks	1,211.64	
03194	INGRAM LIBRARY SERVICES, INC				
12/19/2023	INVOICE	79050693	MATERIALS	37.87	
12/19/2023	INVOICE	79064339	MATERIALS	20.51	
12/19/2023	INVOICE	79076633	MATERIALS	40.23	
12/19/2023	INVOICE	79100264	MATERIALS	25.60	
12/19/2023	INVOICE	79127868	MATERIALS	28.70	
12/19/2023	INVOICE	78937751	MATERIALS	27.54	
12/19/2023	INVOICE	78974872	MATERIALS	207.44	
12/19/2023	INVOICE	79192056	MATERIALS	103.25	
12/19/2023	INVOICE	79304155	MATERIALS	52.74	
			Total:	543.88	
			Net of 9 Invoices / 0 Checks	543.88	
03199	JACKSON SERVICES INC				
12/19/2023	INVOICE	5182523	MAT	2.92	
12/19/2023	INVOICE	5187611	UNIFORMS	251.68	
12/19/2023	INVOICE	5180479	UNIFORMS	74.13	
12/19/2023	INVOICE	5180478	UNIFORMS	26.22	
12/19/2023	INVOICE	5186664	MATS	43.59	
12/19/2023	INVOICE	5180475	BAR MOP, MICROFIBER TOWEL, APRONS	51.38	
12/19/2023	INVOICE	5185600	UNIFORMS	74.14	
12/19/2023	INVOICE	5185599	UNIFORMS	26.23	
12/19/2023	INVOICE	5185593	MATS	55.25	
12/19/2023	INVOICE	5182524	UNIFORMS	27.14	
12/19/2023	INVOICE	5182522	UNIFORMS	99.19	
12/19/2023	INVOICE	5182514	UNIFORMS	135.59	
12/19/2023	INVOICE	5182521	UNIFORMS	116.39	
12/19/2023	INVOICE	5182513	UNIFORMS	243.47	
12/19/2023	INVOICE	5184867	MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPE, :	134.18	
			Total:	1,361.50	
			Net of 15 Invoices / 0 Checks	1,361.50	
00532	JEO CONSULTING GROUP INC				
12/19/2023	INVOICE	146313	STORM WATER TREATMENT FACILITY BANK STUDY 21	5,402.50	
12/19/2023	INVOICE	146361	COLUMBUS FLOOD MITIGATION & RESILIENCY PLAN	8,020.00	
			Total:	13,422.50	
			Net of 2 Invoices / 0 Checks	13,422.50	
01955	KEEP COLUMBUS BEAUTIFUL				
12/19/2023	INVOICE	11.30.2023	REIMBURSE SCRAP TIRE PERSONNEL EXPENSES & AI	1,152.00	
			Total:	1,152.00	
			Net of 1 Invoices / 0 Checks	1,152.00	
03202	KELLY SUPPLY COMPANY				
12/19/2023	INVOICE	S12290603-0	GATES STEM, 1000FT CLEAN MASTER	33.75	
12/19/2023	INVOICE	S12290579-0	ADJUSTABLE & O-RING FITTINGS	5.67	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	39.42	
			Net of 2 Invoices / 0 Checks	39.42	
10247 12/19/2023	LABORDE, ADAM INVOICE	GISLAB-0002	GIS SUPPORT SERVICES - NOVEMBER 2023	1,100.00	
			Total:	1,100.00	
			Net of 1 Invoices / 0 Checks	1,100.00	
00012 12/19/2023	LAKEVIEW SMALL ENGINE INC INVOICE	052337	2 - 8 PLY TIRES, 6 PLY CHEVRON	459.00	
			Total:	459.00	
			Net of 1 Invoices / 0 Checks	459.00	
02236 12/19/2023 12/19/2023	LANGUAGE LINE SERVICES INC INVOICE INVOICE	11162085 11155198	OVER THE PHONE INTERPRETATION OVER THE PHONE INTERPRETATION	77.50 38.16	
			Total:	115.66	
			Net of 2 Invoices / 0 Checks	115.66	
01183 12/19/2023	LARM (LEAGUE ASSOCIATION OF INVOICE	109261	ENDORSEMENT #15	178.98	
			Total:	178.98	
			Net of 1 Invoices / 0 Checks	178.98	
02177 12/19/2023	LASKA PATTY INVOICE	12.11.2023	REIMBURSE EXPENSES FOR OPEN HOUSE/CAREGIVER	460.27	
			Total:	460.27	
			Net of 1 Invoices / 0 Checks	460.27	
02596 12/19/2023 12/19/2023	LAWSON PRODUCTS INVOICE INVOICE	9311141911 9311135745	FLAP DISC HEX WASHERS, PIN WEDGELOCK, SOCKET, REGENCY	117.80 406.41	
			Total:	524.21	
			Net of 2 Invoices / 0 Checks	524.21	
00103 12/19/2023 12/19/2023	LINCOLN JOURNAL STAR INVOICE INVOICE	118-60003415 118-60106294	LEGALS, MEETING NOTICES, MINUTES ADVERTISING	808.27 199.68	
			Total:	1,007.95	
			Net of 2 Invoices / 0 Checks	1,007.95	
10229 12/19/2023	LINGO INVOICE	1197428977	E911 PHONE SERVICE 11/01/2023 - 11/30/2023	51.70	
			Total:	51.70	
			Net of 1 Invoices / 0 Checks	51.70	
03214	LOUP POWER DISTRICT				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/19/2023	INVOICE	169034 FINAL	ELECTRICITY	6.03	
12/19/2023	INVOICE	169136 DEC 23	ELECTRICITY	46.62	
12/19/2023	INVOICE	169049 DEC 23	ELECTRICITY	215.74	
12/19/2023	INVOICE	169014 DEC 23	ELECTRICITY	652.80	
12/19/2023	INVOICE	169003 DEC 23	ELECTRICITY	25.00	
12/19/2023	INVOICE	169004 DEC 23	ELECTRICITY	911.68	
12/19/2023	INVOICE	169005 DEC 23	ELECTRICITY	97.57	
12/19/2023	INVOICE	169008 DEC 23	ELECTRICITY	25.20	
12/19/2023	INVOICE	169009 DEC 23	ELECTRICITY	25.41	
12/19/2023	INVOICE	169016 DEC 23	ELECTRICITY	211.39	
12/19/2023	INVOICE	169017 DEC 23	ELECTRICITY	25.00	
12/19/2023	INVOICE	169018 DEC 23	ELECTRICITY	3.08	
12/19/2023	INVOICE	169019 DEC 23	ELECTRICITY	46.76	
12/19/2023	INVOICE	169020 DEC 23	ELECTRICITY	12.91	
12/19/2023	INVOICE	169022 DEC 23	ELECTRICITY	25.51	
12/19/2023	INVOICE	169023 DEC 23	ELECTRICITY	243.79	
12/19/2023	INVOICE	169024 DEC 23	ELECTRICITY	82.28	
12/19/2023	INVOICE	169026 DEC 23	ELECTRICITY	99.40	
12/19/2023	INVOICE	169027 DEC 23	ELECTRICITY	12.91	
12/19/2023	INVOICE	169028 DEC 23	ELECTRICITY	406.93	
12/19/2023	INVOICE	169029 DEC 23	ELECTRICITY	430.53	
12/19/2023	INVOICE	169030 DEC 23	ELECTRICITY	139.29	
12/19/2023	INVOICE	169031 DEC 23	ELECTRICITY	78.63	
12/19/2023	INVOICE	169033 DEC 23	ELECTRICITY	36.38	
12/19/2023	INVOICE	169035 DEC 23	ELECTRICITY	25.41	
12/19/2023	INVOICE	169036 DEC 23	ELECTRICITY	171.91	
12/19/2023	INVOICE	169038 DEC 23	ELECTRICITY	4,413.20	
12/19/2023	INVOICE	169039 DEC 23	ELECTRICITY	25.00	
12/19/2023	INVOICE	169041 DEC 23	ELECTRICITY	35.56	
12/19/2023	INVOICE	169043 DEC 23	ELECTRICITY	35.66	
12/19/2023	INVOICE	169044 DEC 23	ELECTRICITY	37.79	
12/19/2023	INVOICE	169045 DEC 23	ELECTRICITY	38.09	
12/19/2023	INVOICE	169048 DEC 23	ELECTRICITY	25.00	
12/19/2023	INVOICE	169050 DEC 23	ELECTRICITY	88.36	
12/19/2023	INVOICE	169051 DEC 23	ELECTRICITY	25.51	
12/19/2023	INVOICE	169053 DEC 23	ELECTRICITY	40.96	
12/19/2023	INVOICE	169055 DEC 23	ELECTRICITY	25.61	
12/19/2023	INVOICE	169056 DEC 23	ELECTRICITY	37.99	
12/19/2023	INVOICE	169057 DEC 23	ELECTRICITY	25.41	
12/19/2023	INVOICE	169058 DEC 23	ELECTRICITY	39.82	
12/19/2023	INVOICE	169060 DEC 23	ELECTRICITY	28.05	
12/19/2023	INVOICE	169061 DEC 23	ELECTRICITY	31.90	
12/19/2023	INVOICE	169062 DEC 23	ELECTRICITY	159.50	
12/19/2023	INVOICE	169064 DEC 23	ELECTRICITY	38.80	
12/19/2023	INVOICE	169065 DEC 23	ELECTRICITY	674.88	
12/19/2023	INVOICE	169066 DEC 23	ELECTRICITY	52.41	
12/19/2023	INVOICE	169069 DEC 23	ELECTRICITY	38.64	
12/19/2023	INVOICE	169072 DEC 23	ELECTRICITY	250.00	
12/19/2023	INVOICE	169073 DEC 23	ELECTRICITY	36.57	
12/19/2023	INVOICE	169074 DEC 23	ELECTRICITY	30.48	
12/19/2023	INVOICE	169077 DEC 23	ELECTRICITY	25.71	
12/19/2023	INVOICE	169080 DEC 23	ELECTRICITY	125.73	
12/19/2023	INVOICE	169081 DEC 23	ELECTRICITY	35.96	
12/19/2023	INVOICE	169082 DEC 23	ELECTRICITY	102.18	
12/19/2023	INVOICE	169083 DEC 23	ELECTRICITY	539.62	
12/19/2023	INVOICE	169084 DEC 23	ELECTRICITY	1,618.86	
12/19/2023	INVOICE	169085 DEC 23	ELECTRICITY	1,094.22	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/19/2023	INVOICE	169086 DEC 23	ELECTRICITY	1,034.27	
12/19/2023	INVOICE	169087 DEC 23	ELECTRICITY	85.95	
12/19/2023	INVOICE	169089 DEC 23	ELECTRICITY	33.63	
12/19/2023	INVOICE	169090 DEC 23	ELECTRICITY	35.96	
12/19/2023	INVOICE	169091 DEC 23	ELECTRICITY	104.21	
12/19/2023	INVOICE	169092 DEC 23	ELECTRICITY	61.98	
12/19/2023	INVOICE	169093 DEC 23	ELECTRICITY	75.19	
12/19/2023	INVOICE	169094 DEC 23	ELECTRICITY	51.68	
12/19/2023	INVOICE	169096 DEC 23	ELECTRICITY	462.91	
12/19/2023	INVOICE	169097 DEC 23	ELECTRICITY	29.16	
12/19/2023	INVOICE	169098 DEC 23	ELECTRICITY	35.13	
12/19/2023	INVOICE	169099 DEC 23	ELECTRICITY	25.41	
12/19/2023	INVOICE	169107 DEC 23	ELECTRICITY	68.43	
12/19/2023	INVOICE	169112 DEC 23	ELECTRICITY	102.55	
12/19/2023	INVOICE	169116 DEC 23	ELECTRICITY	81.52	
12/19/2023	INVOICE	169118 DEC 23	ELECTRICITY	44.29	
12/19/2023	INVOICE	169120 DEC 23	ELECTRICITY	2,433.12	
12/19/2023	INVOICE	169121 DEC 23	ELECTRICITY	3,196.80	
12/19/2023	INVOICE	169122 DEC 23	ELECTRICITY	2,175.60	
12/19/2023	INVOICE	169123 DEC 23	ELECTRICITY	55.45	
12/19/2023	INVOICE	169124 DEC 23	ELECTRICITY	66.51	
12/19/2023	INVOICE	169125 DEC 23	ELECTRICITY	44.93	
12/19/2023	INVOICE	169126 DEC 23	ELECTRICITY	106.20	
12/19/2023	INVOICE	169127 DEC 23	ELECTRICITY	45.34	
12/19/2023	INVOICE	169130 DEC 23	ELECTRICITY	36.00	
12/19/2023	INVOICE	169131 DEC 23	ELECTRICITY	4.15	
12/19/2023	INVOICE	169132 DEC 23	ELECTRICITY	63.77	
12/19/2023	INVOICE	169133 DEC 23	ELECTRICITY	8,666.88	
12/19/2023	INVOICE	169134 DEC 23	ELECTRICITY - MUSEUM	1,545.12	
12/19/2023	INVOICE	169135 DEC 23	ELECTRICITY - CITY HALL	2,752.80	
12/19/2023	INVOICE	400001 DEC 23	ELECTRICITY	320.10	
12/19/2023	INVOICE	400002 DEC 23	ELECTRICITY	552.68	
12/19/2023	INVOICE	400003 DEC 23	ELECTRICITY	99.99	
12/19/2023	INVOICE	400004 DEC 23	ELECTRICITY	286.31	
12/19/2023	INVOICE	400005 DEC 23	ELECTRICITY	27.64	
12/19/2023	INVOICE	400006 DEC 23	ELECTRICITY	25.51	
12/19/2023	INVOICE	400008 DEC 23	ELECTRICITY	25.71	
12/19/2023	INVOICE	400009 DEC 23	ELECTRICITY	54.33	
12/19/2023	INVOICE	400010 DEC 23	ELECTRICITY	36.17	
12/19/2023	INVOICE	400011 DEC 23	ELECTRICITY	27.64	
12/19/2023	INVOICE	400012 DEC 23	ELECTRICITY	28.86	
12/19/2023	INVOICE	400013 DEC 23	ELECTRICITY	37.38	
12/19/2023	INVOICE	400015 DEC 23	ELECTRICITY	292.72	
12/19/2023	INVOICE	400016 DEC 23	ELECTRICITY	52.24	
12/19/2023	INVOICE	400017 DEC 23	ELECTRICITY	44.29	
12/19/2023	INVOICE	400018 DEC 23	ELECTRICITY	42.66	
12/19/2023	INVOICE	400019 DEC 23	ELECTRICITY	128.45	
12/19/2023	INVOICE	400020 DEC 23	ELECTRICITY	355.20	
12/19/2023	INVOICE	400023 DEC 23	ELECTRICITY	76.10	
12/19/2023	INVOICE	400024 DEC 23	ELECTRICITY	42.46	
12/19/2023	INVOICE	400025 DEC 23	ELECTRICITY	94.43	
12/19/2023	INVOICE	400026 DEC 23	ELECTRICITY	25.51	
12/19/2023	INVOICE	400028 DEC 23	ELECTRICITY	40.82	
12/19/2023	INVOICE	400029 DEC 23	ELECTRICITY	84.01	
12/19/2023	INVOICE	400030 DEC 23	ELECTRICITY	46.82	
12/19/2023	INVOICE	400031 DEC 23	ELECTRICITY	123.40	
12/19/2023	INVOICE	400032 DEC 23	ELECTRICITY	83.85	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/19/2023	INVOICE	400033 DEC 23	ELECTRICITY	130.45	
12/19/2023	INVOICE	400034 DEC 23	ELECTRICITY	27.44	
12/19/2023	INVOICE	400036 DEC 23	ELECTRICITY	912.16	
12/19/2023	INVOICE	400037 DEC 23	ELECTRICITY	47.63	
12/19/2023	INVOICE	400039 DEC 23	ELECTRICITY	71.21	
12/19/2023	INVOICE	400040 DEC 23	ELECTRICITY	27,050.82	
12/19/2023	INVOICE	400041 DEC 23	ELECTRICITY	66.32	
12/19/2023	INVOICE	400042 DEC 23	ELECTRICITY	34.95	
12/19/2023	INVOICE	400044 DEC 23	ELECTRICITY	39.17	
12/19/2023	INVOICE	400046 DEC 23	ELECTRICITY	26.38	
12/19/2023	INVOICE	400047 DEC 23	ELECTRICITY	367.25	
12/19/2023	INVOICE	400048 DEC 23	ELECTRICITY	99.13	
12/19/2023	INVOICE	400049 DEC 23	ELECTRICITY	90.61	
12/19/2023	INVOICE	400051 DEC 23	ELECTRICITY	30.38	
12/19/2023	INVOICE	400052 DEC 23	ELECTRICITY	25.61	
12/19/2023	INVOICE	400055 DEC 23	ELECTRICITY	25.00	
12/19/2023	INVOICE	400057 DEC 23	ELECTRICITY	56.30	
12/19/2023	INVOICE	400059 DEC 23	ELECTRICITY	152.79	
12/19/2023	INVOICE	400060 DEC 23	ELECTRICITY	9,907.55	
12/19/2023	INVOICE	400061 DEC 23	ELECTRICITY	35.05	
12/19/2023	INVOICE	400062 DEC 23	ELECTRICITY	34.14	
12/19/2023	INVOICE	400063 DEC 23	ELECTRICITY	36.37	
12/19/2023	INVOICE	400065 DEC 23	ELECTRICITY	6,189.73	
12/19/2023	INVOICE	400068 DEC 23	ELECTRICITY	61.64	
12/19/2023	INVOICE	400069 DEC 23	ELECTRICITY	36.17	
12/19/2023	INVOICE	400070 DEC 23	ELECTRICITY	1,716.09	
12/19/2023	INVOICE	400071 DEC 23	ELECTRICITY	53.22	
12/19/2023	INVOICE	400072 DEC 23	ELECTRICITY	25.00	
12/19/2023	INVOICE	400073 DEC 23	ELECTRICITY	39.72	
12/19/2023	INVOICE	400075 DEC 23	ELECTRICITY	36.98	
12/19/2023	INVOICE	400076 DEC 23	ELECTRICITY	33.53	
12/19/2023	INVOICE	400077 DEC 23	ELECTRICITY	30.18	
12/19/2023	INVOICE	400079 DEC 23	ELECTRICITY	197.98	
12/19/2023	INVOICE	400081 DEC 23	ELECTRICITY	168.97	
12/19/2023	INVOICE	400083 DEC 23	ELECTRICITY	67.33	
12/19/2023	INVOICE	400084 DEC 23	ELECTRICITY	94.43	
12/19/2023	INVOICE	400085 DEC 23	ELECTRICITY	31.50	
12/19/2023	INVOICE	400088 DEC 23	ELECTRICITY	36.26	
12/19/2023	INVOICE	400089 DEC 23	ELECTRICITY	341.88	
12/19/2023	INVOICE	400090 DEC 23	ELECTRICITY	59.35	
12/19/2023	INVOICE	400091 DEC 23	ELECTRICITY	208.56	
12/19/2023	INVOICE	400092 DEC 23	ELECTRICITY	28.65	
12/19/2023	INVOICE	400093 DEC 23	ELECTRICITY	38.20	
12/19/2023	INVOICE	400094 DEC 23	ELECTRICITY	160.72	
12/19/2023	INVOICE	400095 DEC 23	ELECTRICITY	131.39	
12/19/2023	INVOICE	400096 DEC 23	ELECTRICITY	997.52	
12/19/2023	INVOICE	400097 DEC 23	ELECTRICITY	125.41	
12/19/2023	INVOICE	400098 DEC 23	ELECTRICITY	98.50	
12/19/2023	INVOICE	400099 DEC 23	ELECTRICITY	284.12	
12/19/2023	INVOICE	400067	REPLACE POLE & LIGHT AT PAWNEE PARK WEST SHI	1,509.61	
Total:				92,485.20	
Net of 164 Invoices / 0 Checks				92,485.20	
03212	MATHESON-LINWELD				
12/19/2023	INVOICE	0028875164	14" STEEL X 66T X 1" ARBOR	120.85	
12/19/2023	INVOICE	0028783015	MEDICAL OXYGEN	203.54	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/19/2023	INVOICE	52257475	MEDICAL OXYGEN	58.41	
			Total:	382.80	
			Net of 3 Invoices / 0 Checks	382.80	
03220	MENARDS				
12/19/2023	INVOICE	96587	STEEL FRAMING, 7.5K WATT GARAGE HEATER	156.97	
12/19/2023	INVOICE	98273	BATH CADDY, SOAP DISH, MANDREL, CUT-OFF WHEEL	47.05	
12/19/2023	INVOICE	98217	4.75GL FIBERED	52.99	
12/19/2023	INVOICE	98212	OPTICAL MOUSE, LOCKING PLIERS, PUTTY KNIFE,	36.93	
12/19/2023	INVOICE	98205	FILTER	39.96	
12/19/2023	INVOICE	98202	AIR FILTERS	95.88	
12/19/2023	INVOICE	98230	8' EXT HANDLE, SQUEEGEE, TERRY TOWEL, WINDOW	50.96	
12/19/2023	INVOICE	98102	RETURN - 7.5K WATT GARAGE HEATER	(149.99)	
12/19/2023	INVOICE	98108	SC PASSAGE CLEAN LEVER	14.42	
12/19/2023	INVOICE	98106	40W UTUBE, U-BEND LED, SAFETY GLASS, LEATHER	108.62	
12/19/2023	INVOICE	98162	30 QT STACKER BOX	79.92	
12/19/2023	INVOICE	98174	11" BLACK CABLE TIES	39.99	
12/19/2023	INVOICE	98171	125V ARMORED CONNCTR & PLUG	16.76	
12/19/2023	INVOICE	97755	SCREWDRIVER SET, JOINT PLIERS, WIRE STRIPPER	67.90	
12/19/2023	INVOICE	97768	METAL CUT-OFF 1/8", PAINT STIK, WEATHERBEAT	48.24	
12/19/2023	INVOICE	97680	RETURN - 12' CHASING HOLIDAY ROPE	(104.97)	
12/19/2023	INVOICE	97691	IMPLEMENT PAINT, HAMMERED SPRAY PAINT, SPRAY	96.82	
12/19/2023	INVOICE	97702	EXT MTG TAPE, METAL CUT-OFF, SCOOP, 5 GAL P	171.41	
12/19/2023	INVOICE	97676	SPRING WATER, 3/4 HP SHALLOW WELL PUMP, GAL	230.53	
12/19/2023	INVOICE	97674	LED PURE WHITE, 12' CHASING HOLIDAY ROPE	204.93	
12/19/2023	INVOICE	97838	56" INDUSTRIAL FAN	64.60	
			Total:	1,369.92	
			Net of 21 Invoices / 0 Checks	1,369.92	
03222	MID-AMERICAN RESEARCH				
12/19/2023	INVOICE	0805998-IN	DE-LIMER	181.00	
			Total:	181.00	
			Net of 1 Invoices / 0 Checks	181.00	
MISC	MIDLAND RESOURCES LLC				
12/19/2023	INVOICE	12/12/2023	UB refund for account: 100-17680-04	2.86	
			Total:	2.86	
			Net of 1 Invoices / 0 Checks	2.86	
03224	MIDWEST LABORATORIES INC				
12/19/2023	INVOICE	1162147	WATER TESTING & SUPPLIES	106.67	
			Total:	106.67	
			Net of 1 Invoices / 0 Checks	106.67	
01345	MIDWEST READY MIX				
12/19/2023	INVOICE	88943	RADIATOR HOSE	90.96	
			Total:	90.96	
			Net of 1 Invoices / 0 Checks	90.96	
00487	MIDWEST TAPE LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/19/2023	INVOICE	504723346	DVD	12.74	
12/19/2023	INVOICE	504758015	DVD	21.74	
Total:				34.48	
Net of 2 Invoices / 0 Checks				34.48	
00463	MIKE'S TOWING				
12/19/2023	INVOICE	39856	TOWING	150.00	
12/19/2023	INVOICE	39857	TOWING	150.00	
12/19/2023	INVOICE	39859	TOWING	150.00	
12/19/2023	INVOICE	39860	TOWING	150.00	
12/19/2023	INVOICE	38696	TOWING	150.00	
12/19/2023	INVOICE	39868	TOWING	150.00	
12/19/2023	INVOICE	39872	TOWING	150.00	
12/19/2023	INVOICE	39875	TOWING	150.00	
12/19/2023	INVOICE	39076	TOWING	150.00	
12/19/2023	INVOICE	39884	TOWING	150.00	
12/19/2023	INVOICE	39881	TOWING	150.00	
Total:				1,650.00	
Net of 11 Invoices / 0 Checks				1,650.00	
00015	MIRACLE RECREATION EQUIPMENT CO INC				
12/19/2023	INVOICE	868413	TYPHOON SLIDE, CRAWL TUBE	9,960.70	
Total:				9,960.70	
Net of 1 Invoices / 0 Checks				9,960.70	
03230	MOTION INDUSTRIES INC				
12/19/2023	INVOICE	NE07-00499480	BALL BEARING, OIL SEALS	80.74	
12/19/2023	INVOICE	NE07-00499212	BACK UP CAMERA	243.70	
12/19/2023	INVOICE	NE07-00499363	SERVICE KIT	224.66	
12/19/2023	INVOICE	NE07-00499525	NITRILE GLOVES, BEARKAT CLEAR AF LENS	22.93	
12/19/2023	INVOICE	NE07-00499893	HRV07518	205.10	
12/19/2023	INVOICE	NE07-00499776	STEALTH OTG NAVY CLEAR	28.60	
12/19/2023	INVOICE	NE07-00499708	BALL BEARINGS, OIL SEALS	127.04	
12/19/2023	INVOICE	NE07-00499707	ICE MELT	2,169.60	
Total:				3,102.37	
Net of 8 Invoices / 0 Checks				3,102.37	
10225	NAPA AUTO PARTS OF COLUMBUS				
12/19/2023	INVOICE	739957	BATTERY	143.35	
12/19/2023	INVOICE	739946	OIL SEAL	8.36	
Total:				151.71	
Net of 2 Invoices / 0 Checks				151.71	
01224	NE ASSOC OF AIRPORT OFFICIALS				
12/19/2023	INVOICE	AIRPORT	2024 MEMBERSHIP NAAO DUES	250.00	
Total:				250.00	
Net of 1 Invoices / 0 Checks				250.00	
01465	NE MUNICIPAL CLERK INSTITUTE				
12/19/2023	INVOICE	12.19.2023	2024 NE MUNICIPAL CLERK INSTITUTE - KELLI KI	766.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/19/2023	INVOICE	12.19.2023	2024 NEBRASKA MUNICIPAL CLERK INSTITUTE - SI	766.00	
			Total:	1,532.00	
			Net of 2 Invoices / 0 Checks	1,532.00	
00239 12/19/2023	NEBRASKA HARVESTORE SYSTEMS INVOICE	18748	10 - TEETH	150.90	
			Total:	150.90	
			Net of 1 Invoices / 0 Checks	150.90	
03233 12/19/2023	NEBRASKA LAW ENFORCEMENT INVOICE	13011	TABE TEST FEE - MEISINGER	19.65	
			Total:	19.65	
			Net of 1 Invoices / 0 Checks	19.65	
03234 12/19/2023	NEBRASKA LIBRARY COMMISSION INVOICE	32200	PROQUEST ANCESTRY LIBRARY EDITION 1-1-24 TO	1,491.75	
			Total:	1,491.75	
			Net of 1 Invoices / 0 Checks	1,491.75	
10266 12/19/2023	NEBRASKA MUNICIPAL CLERKS' ASSOC INVOICE	12.01.2023	MEMBERSHIP DUES - SHURAYA FRAUENDORFER	50.00	
12/19/2023	INVOICE	12.01.2023	MEMBERSHIP DUES - KELLI KEYES	150.00	
			Total:	200.00	
			Net of 2 Invoices / 0 Checks	200.00	
00029 12/19/2023	NEBRASKA STATE FIRE MARSHAL INVOICE	2024-1546	ANNUAL REGISTRATION FEE, PETROLEUM RELEASE 1	360.00	
12/19/2023	INVOICE	2024-579	ANNUAL REGISTRATION FEE, PETROLEUM RELEASE 1	240.00	
			Total:	600.00	
			Net of 2 Invoices / 0 Checks	600.00	
MISC 12/19/2023	NEIGHBORWORKS NE INVOICE	12/12/2023	UB refund for account: 100-01840-05	1.43	
			Total:	1.43	
			Net of 1 Invoices / 0 Checks	1.43	
03246 12/19/2023	NORTHEAST NEBRASKA ECONOMIC INVOICE	25043	DHA TRUST REUSE OCTOBER 2023 ADMIN SERVICES	42.50	
12/19/2023	INVOICE	25028	CDBG REHAB REUSE OCTOBER 2023 ADMIN SERVICE:	42.50	
			Total:	85.00	
			Net of 2 Invoices / 0 Checks	85.00	
03245 12/19/2023	NORTHEAST NEBRASKA SOLID INVOICE	11302023	LANDFILL CHARGES	61,969.27	
			Total:	61,969.27	
			Net of 1 Invoices / 0 Checks	61,969.27	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02852	OLSON'S PEST TECHNICIANS				
12/19/2023	INVOICE	328778	PEST CONTROL	85.00	
12/19/2023	INVOICE	328779	PEST CONTROL	50.00	
12/19/2023	INVOICE	328780	PEST CONTROL	85.00	
12/19/2023	INVOICE	328781	PEST CONTROL	55.00	
12/19/2023	INVOICE	328782	PEST CONTROL	50.00	
12/19/2023	INVOICE	330314	PEST CONTROL	57.50	
12/19/2023	INVOICE	330315	PEST CONTROL	70.00	
Total:				452.50	
Net of 7 Invoices / 0 Checks				452.50	
01451	ONE CALL CONCEPTS INC				
12/19/2023	INVOICE	3110121	LOCATE FEES	364.60	
Total:				364.60	
Net of 1 Invoices / 0 Checks				364.60	
01307	ONE SOURCE				
12/19/2023	INVOICE	2022143823	BACKGROUND CHECKS	121.50	
12/19/2023	INVOICE	2022143528	BACKGROUND CHECKS	85.50	
Total:				207.00	
Net of 2 Invoices / 0 Checks				207.00	
00176	O'REILLY AUTOMOTIVE INC				
12/19/2023	INVOICE	0681-255166	BOLT SPACER	6.19	
12/19/2023	INVOICE	0681-254612	CAN SOLVENT	32.85	
12/19/2023	INVOICE	0681-251055	BATTERY	47.74	
12/19/2023	INVOICE	0681-253959	GLASS CLEANER, 24PKK MICROCLOTH	41.46	
Total:				128.24	
Net of 4 Invoices / 0 Checks				128.24	
10411	PAPER TIGER SHREDDING				
12/19/2023	INVOICE	190573	2 - 64 GALLON CONTAINERS	70.00	
Total:				70.00	
Net of 1 Invoices / 0 Checks				70.00	
01722	PEDERSEN MELODEE				
12/19/2023	INVOICE	12.06.2023	REIMBURSE FOR CHRISTMAS DECORATIONS BOUGHT	414.97	
Total:				414.97	
Net of 1 Invoices / 0 Checks				414.97	
00345	PETE LIEN & SONS INC.				
12/19/2023	INVOICE	CD99129461	QUICKLIME FINES	6,524.28	
Total:				6,524.28	
Net of 1 Invoices / 0 Checks				6,524.28	
03258	PETTY CASH				
12/19/2023	INVOICE	11.30.2023	PETTY CASH	120.48	
Total:				120.48	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	120.48	
00155 12/19/2023	PLATTE COUNTY INVOICE	12.01.2023	COUNTY ATTORNEY SERVICES	3,940.00	
			Total:	3,940.00	
			Net of 1 Invoices / 0 Checks	3,940.00	
01077 12/19/2023 12/19/2023	PLATTE VALLEY COMMUNICATIONS INVOICE INVOICE	092300341 112300149	TRACE REMOTE LINE MOVED BASE, INSTALLED ANTENNA	95.00 1,804.33	
			Total:	1,899.33	
			Net of 2 Invoices / 0 Checks	1,899.33	
10241 12/19/2023	POMP'S TIRE SERVICE INC. INVOICE	1440019639	TIRE, ALIGNMENT	988.46	
			Total:	988.46	
			Net of 1 Invoices / 0 Checks	988.46	
02926 12/19/2023 12/19/2023 12/19/2023 12/19/2023 12/19/2023 12/19/2023 12/19/2023 12/19/2023 12/19/2023 12/19/2023	POWER TECH LLC INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	C002599 C00260 C002631 C002630 C002633 C002632 C002627 C002628 C002629	SOUTH FRESH WATER - SEMI ANNUAL SERVICE WATER TOWER - SEMI ANNUAL GENERATOR SERVICE WATER PLANT WELL 8 - MAJOR PM CENTRAL MAINTENANCE - MAJOR PM WATER PLANT NORTH WELL - MAJOR PM COLLEGE BOOSTER STATION - MAJOR PM WELL 14 PUMP MOTOR - MAJOR PM WELL 16 PUMP MOTOR - MAJOR PM WELL 17 PUMP MOTOR - MAJOR PM	1,284.00 588.50 1,070.00 675.00 1,177.00 829.25 347.75 347.75 347.75	
			Total:	6,667.00	
			Net of 9 Invoices / 0 Checks	6,667.00	
00189 12/19/2023 12/19/2023 12/19/2023	PRODUCTIVITY PLUS ACCOUNT-CNH INVOICE INVOICE INVOICE	6847630 19071837 11.10.2023	GASKET ELECTRONIC WATER CREDIT - REAP THE REWARDS OCT 2023 STATEMEN	31.26 251.55 (27.36)	
			Total:	255.45	
			Net of 3 Invoices / 0 Checks	255.45	
00493 12/19/2023 12/19/2023	PSYCHOLOGICAL RESOURCES INVOICE INVOICE	2312076 2311078	PSYCHOLOGICAL EVALUATION PSYCHOLOGICAL EVALUATION	150.00 600.00	
			Total:	750.00	
			Net of 2 Invoices / 0 Checks	750.00	
10361 12/19/2023	QUADIENT FINANCE USA, INC. INVOICE	12.01.2023	POSTAGE	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03264	REARDON LAWN & GARDEN INC				
12/19/2023	INVOICE	7227	GEAR HEAD ASSY	126.00	
12/19/2023	INVOICE	7456	OIL FILTER, OIL, 4 CYCLE, CATCHER BAG	137.93	
12/19/2023	INVOICE	7554	16" 3/8 PICCO SLIM, WINTER B/C GALLON SINGL	94.00	
12/19/2023	INVOICE	7559	FILTER, SEAL, HYDRO PUMP	1,062.02	
			Total:	1,419.95	
			Net of 4 Invoices / 0 Checks	1,419.95	
10984	RFCC				
12/19/2023	INVOICE	12.07.2023	CONSULTING FEE PUBLIC SAFETY RADIO SYSTEM P	1,093.75	
			Total:	1,093.75	
			Net of 1 Invoices / 0 Checks	1,093.75	
01476	RUTJENS CONSTRUCTION				
12/19/2023	INVOICE	4	LOST CREEK PARKWAY WATER MAIN EXT	725,696.34	
			Total:	725,696.34	
			Net of 1 Invoices / 0 Checks	725,696.34	
10643	RUTT'S HEATING & A/C INC				
12/19/2023	INVOICE	11648	EMERGENCY FURNACE ON MEZZANINE NOT WORKING	438.00	
			Total:	438.00	
			Net of 1 Invoices / 0 Checks	438.00	
01596	RVW INC				
12/19/2023	INVOICE	12822	2024 FIBER ASSISTANCE	850.00	
			Total:	850.00	
			Net of 1 Invoices / 0 Checks	850.00	
03270	SAPP BROS COLUMBUS INC				
12/19/2023	INVOICE	IN4293073	FUEL	6,246.00	
12/19/2023	INVOICE	IN4300521	FUEL	1,450.35	
12/19/2023	INVOICE	IN4301622	FUEL	5,605.00	
12/19/2023	INVOICE	IN4305326	DIESEL EXHAUST FLUID	624.50	
12/19/2023	INVOICE	IN4294947	AMERIGUARD HYDRAULIC	623.50	
12/19/2023	INVOICE	IN4305726	FUEL	10,309.16	
12/19/2023	INVOICE	IN4305728	FUEL	10,064.00	
12/19/2023	INVOICE	IN4306966	FUEL	1,655.39	
			Total:	36,577.90	
			Net of 8 Invoices / 0 Checks	36,577.90	
02805	SCHEMMER ASSOCIATES INC.				
12/19/2023	INVOICE	09071.001-6	23RD ST WATER & SEWER CONSTRUCTION INSEPTIO	2,810.00	
			Total:	2,810.00	
			Net of 1 Invoices / 0 Checks	2,810.00	
03275	SECURITY EQUIPMENT INC				
12/19/2023	INVOICE	828502	CW LOUIS STATION - MILESTONE CAMERA LICENSE	246.10	
12/19/2023	INVOICE	828264	GATE READER ADDITION	979.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,225.60	
			Net of 2 Invoices / 0 Checks	1,225.60	
00465	SERVICEMASTER BY SHEVLIN				
12/19/2023	INVOICE	10565	MONTHLY JANITORIAL SERVICES	3,850.00	
12/19/2023	INVOICE	10572	MONTHLY JANITORIAL SERVICES	2,413.00	
12/19/2023	INVOICE	10667	CREDIT FOR ARTS COUNCIL AUGUST THROUGH NOVE	(760.00)	
12/19/2023	INVOICE	10568	MONTHLY JANITORIAL SERVICE	6,980.00	
			Total:	12,483.00	
			Net of 4 Invoices / 0 Checks	12,483.00	
MISC	SHROYER AMBER				
12/19/2023	INVOICE	12/12/2023	UB refund for account: 400-64530-07	4.38	
			Total:	4.38	
			Net of 1 Invoices / 0 Checks	4.38	
03277	SIPPLE, HANSEN, EMERSON,				
12/19/2023	INVOICE	1-00M NOV 23	LEGAL SERVICES	6,193.80	
			Total:	6,193.80	
			Net of 1 Invoices / 0 Checks	6,193.80	
01394	SIRIUS COMPUTER SOLUTIONS INC.				
12/19/2023	INVOICE	INV-000986000	COMMVAULT METALLIC CLOUD STORAGE SERVICE	4,514.40	
12/19/2023	INVOICE	INV-000985129	WIFI IMPL SERVICES GERRARD PARK	639.85	
			Total:	5,154.25	
			Net of 2 Invoices / 0 Checks	5,154.25	
MISC	SLP PROPERTIES				
12/19/2023	INVOICE	12/12/2023	UB refund for account: 100-03150-14	50.32	
			Total:	50.32	
			Net of 1 Invoices / 0 Checks	50.32	
10595	STANARD & ASSOCIATES INC.				
12/19/2023	INVOICE	SA000056249	ENTRY LEVEL LAW ENFORCEMENT OFFICER SELECTI	331.50	
			Total:	331.50	
			Net of 1 Invoices / 0 Checks	331.50	
03278	STANLEY PETROLEUM				
12/19/2023	INVOICE	2197	OVERFILL ALARM, SWITCH	1,459.00	
			Total:	1,459.00	
			Net of 1 Invoices / 0 Checks	1,459.00	
03280	STATE OF NEBR DEPT OF REVENUE				
12/19/2023	INVOICE	11302023POOLS	SALES TAX - NOVEMBER 2023 POOLS	236.76	
12/19/2023	INVOICE	11302023UTILITY	SALES TAX - NOVEMBER 2023 UTILITY	50,168.01	
12/19/2023	INVOICE	11302023GOLF	SALES TAX - NOV 2023 GOLF	389.20	
			Total:	50,793.97	
			Net of 3 Invoices / 0 Checks	50,793.97	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00089 12/19/2023	STRECKER BRET INVOICE	11.27.2023	CSEC CONFERENCE - MEALS ANDERSON, HAYNES, LI	70.80	
			Total:	70.80	
			Net of 1 Invoices / 0 Checks	70.80	
00105 12/19/2023 12/19/2023 12/19/2023	SUPER SAVER INVOICE INVOICE INVOICE	124231 124004 18784	GROCERY, SANDWICH BAGS GROCERIES GLAZED DONUTS FOR CAREGIVER APPRECIATION	43.75 48.89 70.56	
			Total:	163.20	
			Net of 3 Invoices / 0 Checks	163.20	
00110 12/19/2023 12/19/2023 12/19/2023 12/19/2023 12/19/2023 12/19/2023 12/19/2023 12/19/2023	SYSCO LINCOLN INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	561363103 561343283 561334823 561322034 561318733 561343999 561331704 561354195	CREDIT - POTATO SALAD WATER PITCHERS CREDIT - PINEAPPLE TIDBITS CREDIT - TOWEL ROLL GROCERIES, CAN LINERS, TOWELS, TO GO LIDS GROCERIES, MEASURING CUP GROCERIES, 4 AND 8 OZ FOAM CUPS, SPATULAS GROCERIES, FOAM CONTAINERS	(26.75) 22.38 (54.89) (81.29) 2,514.94 793.14 2,436.20 1,525.69	
			Total:	7,129.42	
			Net of 8 Invoices / 0 Checks	7,129.42	
10997 12/19/2023	T-BONE PD LLC INVOICE	3234	PROPANE	69.28	
			Total:	69.28	
			Net of 1 Invoices / 0 Checks	69.28	
02743 12/19/2023	TELECOMMUNICATION SYSTEMS INC. INVOICE	04INV-000043924	MONTHLY CIRCUIT FEES, MAINTENANCE & MONITOR.	1,970.67	
			Total:	1,970.67	
			Net of 1 Invoices / 0 Checks	1,970.67	
10987 12/19/2023	THE GOLF SHOP INVOICE	174	MONTHLY TERMINAL USAGE FEE FOR NOVEMBER 202.	319.84	
			Total:	319.84	
			Net of 1 Invoices / 0 Checks	319.84	
03128 12/19/2023 12/19/2023 12/19/2023 12/19/2023 12/19/2023 12/19/2023 12/19/2023	TIRE OUTLET INC INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	238464 238469 238442 238428 238505 238723 238566	TIRE SECTION REPAIR 6 - FIRESTONE HTZ 4 - FIRESTONE 4 TIRES USED TRUCK TIRE 4 - TRUCK TIRE REPAIRS	80.00 195.00 860.94 908.00 2,106.00 50.00 120.00	
			Total:	4,319.94	
			Net of 7 Invoices / 0 Checks	4,319.94	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10589 12/19/2023	TK ELEVATOR CORPORATION INVOICE	1000567861	MAINTENANCE CONTRACT	228.75	
			Total:	228.75	
			Net of 1 Invoices / 0 Checks	228.75	
03283 12/19/2023	TRACTOR SUPPLY CREDIT PLAN INVOICE	608828	KEROSENE	99.98	
12/19/2023	INVOICE	606949	GRAPHITE GRY LO PRO SDL 70IN PULL	481.49	
12/19/2023	INVOICE	607622	COMPRESSOR, RATCHET, GRAY PRIMER SPR, GALV	1,472.95	
			Total:	2,054.42	
			Net of 3 Invoices / 0 Checks	2,054.42	
10412 12/19/2023	TRITECH SOFTWARE SYSTEMS INVOICE	393434	CONTRACT NO Q-149004	8,743.08	
12/19/2023	INVOICE	392341	CONTRACT NO Q-149001 FIELD OPS SUBSCRIPTION	661.50	
12/19/2023	INVOICE	393047	CONTRACT NO Q-149000 MAPPING PS PRO	3,131.96	
			Total:	12,536.54	
			Net of 3 Invoices / 0 Checks	12,536.54	
00357 12/19/2023	TURFWERKS INVOICE	0I55712	FILTER, SPACER, COTTER PIN	379.29	
12/19/2023	INVOICE	0I55727	BUSH-OILITE, SPACER, STUD, NUT	308.08	
			Total:	687.37	
			Net of 2 Invoices / 0 Checks	687.37	
01413 12/19/2023	TWIN RIVERS VETERINARY CLINIC INVOICE	181274	VETERINARY CARE	194.50	
			Total:	194.50	
			Net of 1 Invoices / 0 Checks	194.50	
11096 12/19/2023	TWISTED PALMS LLC INVOICE	4000864	2024 POLARIS	29,633.00	
			Total:	29,633.00	
			Net of 1 Invoices / 0 Checks	29,633.00	
10298 12/19/2023	TY'S OUTDOOR POWER & SERVICE INVOICE	258610	SPINNER/SHAFT KIT	145.91	
12/19/2023	INVOICE	258612	PLATE- PTO WEARBAR, ARM-PTO IDLER	187.93	
			Total:	333.84	
			Net of 2 Invoices / 0 Checks	333.84	
00369 12/19/2023	UNIVERSITY OF NE-LINCOLN INVOICE	12.19.2023	PROFESSIONAL TREE CARE UPDATE	40.00	
12/19/2023	INVOICE	12.19.2023	PROFESSIONAL TREE CARE UPDATE	50.00	
			Total:	90.00	
			Net of 2 Invoices / 0 Checks	90.00	

03294 USA BLUE BOOK

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/19/2023	INVOICE	INV00200901	WATTS HYDRANT RELIEF VALVE	2,601.01	
			Total:	2,601.01	
			Net of 1 Invoices / 0 Checks	2,601.01	
02235 12/19/2023	VAN DIEST HEATING & AIR LLC INVOICE	4732	RADIANT HEATER NOT WORKING	898.00	
			Total:	898.00	
			Net of 1 Invoices / 0 Checks	898.00	
10948 12/19/2023	VAN DYKE CARROLL INVOICE	12.01.2023	OPEN/CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
10961 12/19/2023	VERIZON INVOICE	304000053413	GPS UNITS	45.85	
			Total:	45.85	
			Net of 1 Invoices / 0 Checks	45.85	
01181 12/19/2023	VERIZON WIRELESS INVOICE	9950330113	CELL PHONE OCT 27 - NOV 26	2,380.27	
12/19/2023	INVOICE	9950278640	CELL PHONE OCT 27 - NOV 26	1,227.46	
12/19/2023	INVOICE	9950330114	CELL PHONE OCT 27 - NOV 26 - ELLEY COFFIN	42.87	
12/19/2023	INVOICE	9950990598	CELL PHONE NOV 06 - DEC 05	840.21	
			Total:	4,490.81	
			Net of 4 Invoices / 0 Checks	4,490.81	
03154 12/19/2023	WASTE CONNECTIONS OF NEBRASKA INVOICE	6794025T054	GARBAGE SERVICE - NOVEMBER	474.00	
			Total:	474.00	
			Net of 1 Invoices / 0 Checks	474.00	
10950 12/19/2023	WAVES ELECTRIC LLC INVOICE	PLUNGE	PAWNEE PLUNGE LIGHT FIXTURE TROUBLESHOOTING	2,000.00	
			Total:	2,000.00	
			Net of 1 Invoices / 0 Checks	2,000.00	
02708 12/19/2023	WELLNESS PARTNERS LLC INVOICE	5032	MONTHLY NEWSLETTER	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
invoices and 0 checks for 150 vendors:				2,052,235.80	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
95131	TRITECH SOFTWARE SYSTEMS	10/02/2023	12/19/2023	8,743.08	8,743.08	Open	N
95136	AQUA-PURE INC	12/02/2023	12/19/2023	7,126.85	7,126.85	Open	N
95154	PETE LIEN & SONS INC.	12/04/2023	12/19/2023	6,524.28	6,524.28	Open	N
95165	SERVICEMASTER BY SHEVLIN	12/01/2023	12/19/2023	6,980.00	6,980.00	Open	N
95200	MIRACLE RECREATION EQUIPMENT CO IN	11/21/2023	12/19/2023	9,960.70	9,960.70	Open	N
95215	JEO CONSULTING GROUP INC	11/29/2023	12/19/2023	5,402.50	5,402.50	Open	N
95263	SAPP BROS COLUMBUS INC	11/03/2023	12/19/2023	6,246.00	6,246.00	Open	N
95265	SAPP BROS COLUMBUS INC	11/14/2023	12/19/2023	5,605.00	5,605.00	Open	N
95353	LOUP POWER DISTRICT	12/01/2023	12/19/2023	8,666.88	8,666.88	Open	N
95401	LOUP POWER DISTRICT	12/01/2023	12/19/2023	9,907.55	9,907.55	Open	N
95405	LOUP POWER DISTRICT	12/01/2023	12/19/2023	6,189.73	6,189.73	Open	N
95432	AMERICAN LEGAL PUBLISHING CORP	11/30/2023	12/19/2023	7,547.93	7,547.93	Open	N
95564	APPLIED CONNECTIVE TECHNOLOGIES LI	12/06/2023	12/19/2023	9,965.00	9,965.00	Open	N
95689	DUNBAR DOUGLAS	12/01/2023	12/19/2023	7,018.00	7,018.00	Open	N
95703	JEO CONSULTING GROUP INC	11/30/2023	12/19/2023	8,020.00	8,020.00	Open	N
95704	HDR ENGINEERING INC	12/05/2023	12/19/2023	6,335.58	6,335.58	Open	N
95763	SIPPLE, HANSEN, EMERSON,	12/06/2023	12/19/2023	6,193.80	6,193.80	Open	N

# of Invoices:	17	# Due:	17	Totals:	126,432.88	126,432.88
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					126,432.88	126,432.88

--- TOTALS BY FUND ---

100 - GENERAL FUND	73,830.32	73,830.32
220 - COMMUNICATIONS - E911	8,015.58	8,015.58
500 - UTILITY SERVICE	16,431.83	16,431.83
520 - WATER	21,909.15	21,909.15
570 - SOLID WASTE DIVISION	6,246.00	6,246.00

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	27,164.23	27,164.23
110 - POLICE	9,507.06	9,507.06
120 - FIRE	165.92	165.92
121 - RESCUE	165.91	165.91
130 - LIBRARY	17,747.69	17,747.69
150 - PARKS	9,960.70	9,960.70
152 - AQUATIC CENTER POOL	2,100.81	2,100.81
155 - VAN BERG GOLF COURSE	2,316.00	2,316.00
156 - QUAIL RUN GOLF COURSE	4,702.00	4,702.00
220 - E911	8,015.58	8,015.58
501 - WASTEWATER TREATMENT FAC	16,431.83	16,431.83
520 - WATER	21,909.15	21,909.15
570 - TRANSFER STATION	6,246.00	6,246.00

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-53200	PROFESSIONAL SERVICES	AMERICAN LEGAL PUBLISHING	CODIFICATION OF ORDINANCES	7,557.93	
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON,	LEGAL SERVICES	6,193.80	
100-100-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - NOVEMBER 2023	165.00	
100-100-53400	COMPUTER SUPPORT/MAINT	SIRIUS COMPUTER SOLUTIONS	COMMVAULT METALLIC CLOUD STORAGE SERVIC	4,514.40	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	55.25	
100-100-54310	BUILDING MAINTENANCE	MOTION INDUSTRIES INC	ICE MELT	1,084.80	
100-100-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	85.00	
100-100-54310	BUILDING MAINTENANCE	SECURITY EQUIPMENT INC	CW LOUIS STATION - MILESTONE CAMERA LIC	246.10	
100-100-55200	INSURANCE	GINGER MOON & ASSOCIATES	RENEWAL CITY CLERK BOND	225.00	
100-100-55500	PUBLICATIONS AND NOTICES	LINCOLN JOURNAL STAR	LEGALS, MEETING NOTICES, MINUTES	773.02	
100-100-55900	MISCELLANEOUS	KEEP COLUMBUS BEAUTIFUL	REIMBURSE SCRAP TIRE PERSONNEL EXPENSES	1,152.00	
100-100-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - MESH WALL MOUNTED FILE HOLDERS	35.57	
100-100-56010	SUPPLIES	HOBBY LOBBY	FRAME	15.99	
100-100-56010	SUPPLIES	MENARDS	8' EXT HANDLE, SQUEEGEE, TERRY TOWEL, W	50.96	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	HP 730 CARTRIDGE	174.03	
100-100-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - ID CARD BADGE HOLDER	637.78	
100-100-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	3,850.00	
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	86.92	
100-100-56040	POSTAGE AND FREIGHT	FIRST NATIONAL BANK OMAHA	UNITED STATES POSTAL SERVICE	9.65	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT FINANCE USA, INC.	POSTAGE	1,000.00	
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY - MUSEUM	4,297.92	
100-100-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER - CHILDREN'S MUSEUM	275.13	
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	144.86	
100-100-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	336.84	
100-100-56250	REFUSE	PAPER TIGER SHREDDING	2 - 64 GALLON CONTAINERS	70.00	
100-100-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE - NOVEMBER	72.50	
100-100-56410	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	BHM WORLD HERALD SUBSCRIPTION	48.99	
100-100-56410	BOOKS AND PUBLICATIONS	WELLNESS PARTNERS LLC	MONTHLY NEWSLETTER	10.00	
100-100-56620	EMERGENCY MANAGEMENT	BLACK HILLS ENERGY	NATURAL GAS	102.81	
100-100-56620	EMERGENCY MANAGEMENT	HEARTLAND NATURAL GAS LLC	NATURAL GAS	125.81	
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	ELECTRICITY	376.31	
100-100-57200-20003	CAPITAL-LAND & BUILDINGS	JEO CONSULTING GROUP INC	STORM WATER TREATMENT FACILITY BANK STU	13,422.50	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION CC	LIBRARY/CULTURAL ARTS FACILITY	83,160.58	
100-100-57200-24002	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION CC	LIBRARY/CULTURAL ARTS FACILITY	50,000.00	
100-100-57510-19009	CAPITAL-EQUIPMENT	RVW INC	2024 FIBER ASSISTANCE	850.00	
100-100-57510-19009	CAPITAL-EQUIPMENT	SIRIUS COMPUTER SOLUTIONS	WIFI IMPL SERVICES GERRARD PARK	639.85	
Total For Dept 100 GENERAL ADMINISTRATION				181,847.30	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-54310	BUILDING & GROUNDS MAINT	OLSON'S PEST TECHNICIANS	PEST CONTROL	50.00	
100-102-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	OIL FILTER, PM 5W20 SYN BLEND	31.07	
100-102-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	78.23	
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	63.60	
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	102.55	
100-102-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	95.68	
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	14.61	
100-102-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	42.87	
Total For Dept 102 COLUMBUS AREA TRANSIT				478.61	
Dept 103 COLUMBUS SENIOR CENTER					
100-103-54510-III-B	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE	MONTHLY LEASE PAYMENT	7,320.89	
100-103-54510-III-C	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE	MONTHLY LEASE PAYMENT	3,289.10	
100-103-55900-III-E	MISCELLANEOUS	HOBBY LOBBY	CAREGIVER APPRECIATION GIFTS	146.60	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 12/19/2023 - 12/19/2023
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 103 COLUMBUS SENIOR CENTER					
100-103-55900-III-E	MISCELLANEOUS	HY-VEE INC	CAREIVER APPRECIATION SUPPLIES	92.32	
100-103-55900-III-E	MISCELLANEOUS	LASKA PATTY	REIMBURSE EXPENSES FOR OPEN HOUSE/CAREG	460.27	
100-103-55900-III-E	MISCELLANEOUS	SUPER SAVER	GLAZED DONUTS FOR CAREGIVER APPRECIATIC	70.56	
100-103-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	WORTHINGTON DIRECT - 4 - STANDARD CHAIF	1,477.00	
100-103-56010-III-B	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	32.25	
100-103-56010-III-B	SUPPLIES	SYSCO LINCOLN	WATER PITCHERS	100.71	
100-103-56010-III-C	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	32.25	
100-103-56010-III-C	SUPPLIES	SUPER SAVER	GROCERY, SANDWICH BAGS	10.75	
100-103-56010-III-C	SUPPLIES	SYSCO LINCOLN	CREDIT - TOWEL ROLL	210.73	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	BAR MOP, MICROFIBER TOWEL, APRONS	51.38	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	DE-LIMER	181.00	
100-103-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	36.52	
100-103-56300-III-C	FOOD COSTS	HY-VEE INC	GROCERIES	71.92	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERY, SANDWICH BAGS	81.89	
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	CREDIT - POTATO SALAD	6,817.98	
Total For Dept 103 COLUMBUS SENIOR CENTER				20,484.12	
Dept 105 FINANCE					
100-105-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - WIRELESS NOISE CANCELLING HEAL	241.41	
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	36.52	
100-105-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	128.61	
Total For Dept 105 FINANCE				406.54	
Dept 106 CITY CLERK					
100-106-52700	TRAINING AND TUITION	NE MUNICIPAL CLERK INSTITU	2024 NE MUNICIPAL CLERK INSTITUTE - KEI	1,532.00	
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	29.21	
100-106-56650	MEMBERSHIP DUES	NEBRASKA MUNICIPAL CLERKS'	MEMBERSHIP DUES - SHURAYA FRAUENDORFER	200.00	
Total For Dept 106 CITY CLERK				1,761.21	
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	7.30	
Total For Dept 108 HUMAN RESOURCES				7.30	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	CBS - REPORTING SERVICES	SUBSCRIBER FEE -ANNUAL MEMBERSHIP, FILE	18.40	
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	TRAINING GRAND ISLAND - MEALS	106.24	
100-110-52700	TRAINING AND TUITION	NEBRASKA LAW ENFORCEMENT	TABE TEST FEE - MEISINGER	19.65	
100-110-52700	TRAINING AND TUITION	PETTY CASH	PETTY CASH	111.93	
100-110-52700	TRAINING AND TUITION	STRECKER BRET	CSEC CONFERENCE - MEALS ANDERSON, HAYNE	70.80	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	57.00	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	STANARD & ASSOCIATES INC.	ENTRY LEVEL LAW ENFORCEMENT OFFICER SEI	331.50	
100-110-52800	UNIFORMS	GALLS LLC	MENS PDU CLASS A TWILL PANT	137.77	
100-110-52810	UNIFORMS-QUARTERMASTER	911 CUSTOM LLC	BLACKINTON FLEX BADGE - ALDRICH QM	54.00	
100-110-52810	UNIFORMS-QUARTERMASTER	FIRST NATIONAL BANK OMAHA	BLAUER MANUFACTURING - ARMOR SKIN BASE	228.67	
100-110-52810	UNIFORMS-QUARTERMASTER	GUNSLINGERS LLC	GLOCK 48MOS - BLUNK QM	1,009.99	
100-110-53200	PROFESSIONAL SERVICES	COLUMBUS COMMUNITY HOSPIT	ANDREW STEVENS	2,781.54	
100-110-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	77.50	
100-110-53200	PROFESSIONAL SERVICES	PLATTE COUNTY	COUNTY ATTORNEY SERVICES	3,940.00	
100-110-53200	PROFESSIONAL SERVICES	PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EVALUATION	600.00	
100-110-53200	PROFESSIONAL SERVICES	TWIN RIVERS VETERINARY CL	VETERINARY CARE	194.50	
100-110-53400	COMPUTER SUPPORT/MAINT	APPLIED CONNECTIVE TECHNOI	DELL LAPTOPS & HARDWARE	3,506.39	
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	LUBE OIL FILTER VIN #7979	3,450.43	
100-110-54330	VEHICLE MAINTENANCE	PETTY CASH	PETTY CASH	8.55	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
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	
100-110-54380	MAINTENANCE AGREEMENTS	TRITECH SOFTWARE SYSTEMS	CONTRACT NO Q-149004	395.67	
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	TOWING	1,350.00	
100-110-54530	VEHICLE TOWING	MIKE'S TOWING	TOWING	1,650.00	
100-110-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	B&H PHOTO - 6 SUREFIRE BATTERY BOXES	143.16	
100-110-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - TONER CARTRIDGES	116.96	
100-110-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	2,413.00	
100-110-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	5,605.00	
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	322.55	
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	591.72	
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,637.97	
100-110-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	143.70	
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	412.87	
100-110-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE NOV 06 - DEC 05	840.21	
100-110-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE - NOVEMBER	40.00	
100-110-56650	MEMBERSHIP DUES	CBS - REPORTING SERVICES	SUBSCRIBER FEE -ANNUAL MEMBERSHIP, FILE	60.00	
Total For Dept 110 POLICE				33,741.42	
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	CENTER FOR PUBLIC SAFETY EXCELLENCE - C	197.50	
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	60.75	
100-120-53400	COMPUTER SUPPORT/MAINT	TRITECH SOFTWARE SYSTEMS	CONTRACT NO Q-149001 FIELD OPS SUBSCRIB	330.75	
100-120-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	LED LIGHT	71.65	
100-120-54310	BUILDING MAINTENANCE	KELLY SUPPLY COMPANY	GATES STEM, 1000FT CLEAN MASTER	16.88	
100-120-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE - NOVEMBER	60.62	
100-120-54320	EQUIPMENT MAINTENANCE	ELECTRONIC ENGINEERING	2 WAY RADIOS INSTALL	1,576.05	
100-120-54330	VEHICLE MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - LED BULBS HIGH LOW BEAM COMBO	95.99	
100-120-54330-21094	VEHICLE MAINTENANCE	TIRE OUTLET INC	6 - FIRESTONE HTZ	3,874.94	
100-120-54380	MAINTENANCE AGREEMENTS	TRITECH SOFTWARE SYSTEMS	CONTRACT NO Q-149004	165.92	
100-120-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	TARP STRAP	11.96	
100-120-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	WALMART - CELL PHONE CASE	37.74	
100-120-56010	SUPPLIES	MENARDS	30 QT STACKER BOX	251.33	
100-120-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	45.67	
100-120-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	42.17	
100-120-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	VISTA PRINT - BUSINESS CARDS	14.81	
100-120-56030	CLEANING SUPPLIES/SERVICE	FIRST NATIONAL BANK OMAHA	HYVEE	10.99	
100-120-56030	CLEANING SUPPLIES/SERVICE	HADLEY-BRAITHWAIT COMPANY	TOILET PAPER, MULTIFOLD TOWELS, TRASH B	210.33	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	67.09	
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	431.39	
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	550.43	
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,167.08	
100-120-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	326.67	
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	120.51	
100-120-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	613.73	
100-120-57510-20022	CAPITAL-EQUIPMENT	DINGES FIRE COMPANY	VANGUARD GLOVES	2,558.59	
Total For Dept 120 FIRE				12,911.54	
Dept 121 RESCUE					
100-121-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	60.75	
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR	655.00	
100-121-53400	COMPUTER SUPPORT/MAINT	TRITECH SOFTWARE SYSTEMS	CONTRACT NO Q-149001 FIELD OPS SUBSCRIB	330.75	
100-121-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	LED LIGHT	36.08	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 12/19/2023 - 12/19/2023
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 121 RESCUE					
100-121-54310	BUILDING MAINTENANCE	KELLY SUPPLY COMPANY	GATES STEM, 1000FT CLEAN MASTER	16.87	
100-121-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE - NOVEMBER	60.63	
100-121-54380	MAINTENANCE AGREEMENTS	TRITECH SOFTWARE SYSTEMS	CONTRACT NO Q-149004	165.91	
100-121-55930	REFUNDS	COLUMBUS CREDIT SERVICES	COLLECTIONS	17.33	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	BP CUFF & BLADDER	1,409.93	
100-121-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - DIABETIC BAG INSULIN KIT	815.15	
100-121-56010	SUPPLIES	MATHESON-LINWELD	MEDICAL OXYGEN	261.95	
100-121-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	45.66	
100-121-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	42.16	
100-121-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	VISTA PRINT - BUSINESS CARDS	14.82	
100-121-56030	CLEANING SUPPLIES/SERVICE	HADLEY-BRAITHWAIT COMPANY	TOILET PAPER, MULTIFOLD TOWELS, TRASH E	210.32	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	67.09	
100-121-56190	PERSONAL PROTECTIVE SUPP	BOUND TREE MEDICAL LLC	DEFIBRILLATION PADS, BP CUFF, GLOVES, N	545.96	
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	431.40	
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	550.43	
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,167.07	
100-121-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	326.66	
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	120.51	
100-121-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	613.73	
100-121-57520-24008	CAPITAL-VEHICLES	ED M. FELD EQUIPMENT CO.	12025 COACH TYPE I AMBULANCE	428,023.00	
Total For Dept 121 RESCUE				435,989.16	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	CENTER FOR PUBLIC SAFETY EXCELLENCE - C	197.50	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				197.50	
Dept 130 LIBRARY					
100-130-53400-MAKRS	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - DRY ERASE MARKER HOLDER, VINYL	462.00	
100-130-53400-MAKRS	COMPUTER SUPPORT/MAINT	HOBBY LOBBY	PAPER CRAFTS	199.74	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	APPLIED CONNECTIVE TECHNOI	DELL LAPTOPS & HARDWARE	2,100.81	
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	CONSTANT CONTACT	76.95	
100-130-55400	ADVERTISING AND PROMOTION	LINCOLN JOURNAL STAR	ADVERTISING	199.68	
100-130-56010-BUILD	SUPPLIES	COLUMBUS ARTS COUNCIL	2 - LINDA WHEATLEY CERAMIC CHRISTMAS TF	50.00	
100-130-56010-BUILD	SUPPLIES	PEDERSEN MELODEE	REIMBURSE FOR CHRISTMAS DECORATIONS BOI	414.97	
100-130-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - WEEKLY PLANNER, COLORED CARDSI	193.33	
100-130-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	CREDIT FOR ARTS COUNCIL AUGUST THROUGH	6,220.00	
100-130-56040	POSTAGE AND FREIGHT	FIRST NATIONAL BANK OMAHA	UNITED STATES POSTAL SERVICE	183.00	
100-130-56040-ILILO	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	LEBRARY/MEDIA MAIL	900.91	
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	8,666.88	
100-130-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	169.30	
100-130-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	102.25	
100-130-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	42.87	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	INTERNET 12/01 TO 12/31	199.95	
100-130-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE - NOVEMBER	72.50	
100-130-56400-CHILD	PROGRAMS	FIRST NATIONAL BANK OMAHA	AMAZON - CORNHOLE BEAN BAGS	28.94	
100-130-56400-CHILD	PROGRAMS	HY-VEE INC	GROCERIES	231.19	
100-130-56400-MAKRS	PROGRAMS	FIRST NATIONAL BANK OMAHA	THE DOWNTOWN MUG - 2 AIRPOTS OF COFFE,	34.40	
100-130-56400-MAKRS	PROGRAMS	HY-VEE INC	GROCERIES	45.95	
100-130-56400-YASCH	PROGRAMS	FIRST NATIONAL BANK OMAHA	AMAZON - PARACORD BRACELETS, HORROR TRI	418.74	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD'S	68.00	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	CENTER POINT LARGE PRINT	MATERIALS	94.08	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	REFUND	223.09	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	MATERIALS	804.88	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	383.79	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVD	34.48	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	73.94	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	GALE	CHILTON LIBRARY, PETERSONS TEST PREP	3,043.42	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	NEBRASKA LIBRARY COMMISSIO	PROQUEST ANCESTRY LIBRARY EDITION 1-1-2	1,491.75	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	86.15	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION C	LIBRARY/CULTURAL ARTS FACILITY	199,481.72	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	FIRST NATIONAL BANK OMAHA	ADOBE VREATIVE CLOUD ALL APS	34.99	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	SECURITY EQUIPMENT INC	GATE READER ADDITION	979.50	
Total For Dept 130 LIBRARY				227,814.15	
Dept 140 CEMETERY					
100-140-53520	CONTRACT SERVICES	VAN DYKE CARROLL	OPEN/CLOSE CEMETERY GATES	146.50	
100-140-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	GORILLA ADHESIVE, OIL 2 CYCLE	15.97	
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	179.09	
100-140-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	25.82	
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATIO	PHONE/INTERNET CHARGES 12/16-01/15	7.30	
100-140-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	42.87	
Total For Dept 140 CEMETERY				417.55	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	HOLIDAY INN EXPRESS	118.53	
100-145-53200	PROFESSIONAL SERVICES	CENTER FOR MUNICIPAL SOLUJ	COLUMBUS NE RISE BROADBAND - 1470 14TH	2,725.00	
100-145-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - NOVEMBER 2023	110.00	
100-145-54330	VEHICLE MAINTENANCE	COLUMBUS TIRE & SERVICE	4 - TRUCK TIRES	744.00	
100-145-55500	PUBLICATIONS AND NOTICES	LINCOLN JOURNAL STAR	LEGALS, MEETING NOTICES, MINUTES	35.25	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	APPOINTMENT BOOK	66.00	
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATIO	PHONE/INTERNET CHARGES 12/16-01/15	36.52	
100-145-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	300.09	
Total For Dept 145 COMMUNITY DEVELOPMENT				4,135.39	
Dept 150 PARKS					
100-150-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	UNIV OF NEBR EVENT - PRO HORT LAWN & LF	20.00	
100-150-52700	TRAINING AND TUITION	UNIVERSITY OF NE-LINCOLN	PROFESSIONAL TREE CARE UPDATE	40.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	52.45	
100-150-53200	PROFESSIONAL SERVICES	NEBRASKA STATE FIRE MARSH	ANNUAL REGISTRATION FEE, PETROLEUM REL	240.00	
100-150-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - NOVEMBER 2023	110.00	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	FOAM BRUSH, WHITE QT	287.82	
100-150-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	POU COOLER	41.00	
100-150-54310	BUILDING MAINTENANCE	GREAT PLAINS BUILDING SUP	6 - 2X10-10, 2 - 2X6-12	129.36	
100-150-54310	BUILDING MAINTENANCE	MENARDS	11" BLACK CABLE TIES	301.37	
100-150-54310	BUILDING MAINTENANCE	MOTION INDUSTRIES INC	SERVICE KIT	247.59	
100-150-54310	BUILDING MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	COMPRESSOR, RATCHET, GRAY PRIMER SPR,	1,472.95	
100-150-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	STIHL GAL PLATINUM	39.96	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	AIR FILTERS, BRAKLEEN	665.84	
100-150-54320	EQUIPMENT MAINTENANCE	LAKEVIEW SMALL ENGINE INC	2 - 8 PLY TIRES, 6 PLY CHEVRON	459.00	
100-150-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	10 - TEETH	150.90	
100-150-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	16" 3/8 PICCO SLIM, WINTER B/C GALLON S	94.00	
100-150-54320	EQUIPMENT MAINTENANCE	TURFWERKS	FILTER, SPACER, COTTER PIN	379.29	
100-150-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	FACEBOOK ADS	20.00	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	ACE RSTP SPRAY PAINT	97.55	
100-150-56190	PERSONAL PROTECTIVE SUPP	MOTION INDUSTRIES INC	HRV07518	233.70	
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	115.58	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	112.49	
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,145.13	
100-150-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	1,662.84	
100-150-56230	WATER AND SEWER	TURFWERKS	BUSH-OILITE, SPACER, STUD, NUT	308.08	
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	29.21	
100-150-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	205.77	
100-150-57510-24014	CAPITAL-EQUIPMENT	MIRACLE RECREATION EQUIPME	TYPHOON SLIDE, CRAWL TUBE	9,960.70	
Total For Dept 150 PARKS				21,622.58	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	PLUMBING SUPPLIES	88.80	
100-151-54310	BUILDING MAINTENANCE	REARDON LAWN & GARDEN INC	OIL FILTER, OIL, 4 CYCLE, CATCHER BAG	137.93	
100-151-54310	BUILDING MAINTENANCE	WAVES ELECTRIC LLC	PAWNEE PLUNGE LIGHT FIXTURE TROUBLESHOC	2,000.00	
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	77.50	
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,716.09	
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	14.61	
100-151-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOVEMBER 2023 POOLS	46.72	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				4,081.65	
Dept 152 AQUATIC CENTER POOL					
100-152-53200	PROFESSIONAL SERVICES	JACKSON SERVICES INC	MATS	43.59	
100-152-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	57.50	
100-152-53400	COMPUTER SUPPORT/MAINT	APPLIED CONNECTIVE TECHNOI	DELL LAPTOPS & HARDWARE	2,100.81	
100-152-54310	BUILDING MAINTENANCE	ELECTRICAL ENGINEERING &	GEL 12377	172.57	
100-152-54310	BUILDING MAINTENANCE	MENARDS	FILTER	135.84	
100-152-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	EMERGENCY FURNACE ON MEZZANINE NOT WORF	438.00	
100-152-56060	CHEMICALS	AQUA-CHEM INC	CHEMICALS	1,181.49	
100-152-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	558.71	
100-152-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,279.18	
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,413.20	
100-152-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	343.30	
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	14.61	
100-152-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOVEMBER 2023 POOLS	190.04	
Total For Dept 152 AQUATIC CENTER POOL				10,928.84	
Dept 155 VAN BERG GOLF COURSE					
100-155-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES/CART F	409.87	
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	381.96	
100-155-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	HOSE, CABLE TIE, ADAPTER, NIPPLE, BALL	63.57	
100-155-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	FILTER, SEAL, HYDRO PUMP	1,062.02	
100-155-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	TIRE	80.00	
100-155-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	9V BATTERY	10.99	
100-155-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	119.57	
100-155-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	168.19	
100-155-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	544.34	
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	21.91	
100-155-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOV 2023 GOLF	389.20	
Total For Dept 155 VAN BERG GOLF COURSE				5,567.62	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-53400	COMPUTER SUPPORT/MAINT	CLUB PROPHET SYSTEMS	MONTHLY TEE SHEET, ONLINE RESERVATION	500.00	
100-156-53400	COMPUTER SUPPORT/MAINT	GOLFNOW	WEBSITE/EMAIL HOSTING	185.66	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 156 QUAIL RUN GOLF COURSE					
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	4,702.00	
100-156-54310	BUILDING MAINTENANCE	MENARDS	RETURN - 7.5K WATT GARAGE HEATER	(149.99)	
100-156-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	70.00	
100-156-54320	EQUIPMENT MAINTENANCE	MENARDS	STEEL FRAMING, 7.5K WATT GARAGE HEATER	156.97	
100-156-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	BATTERY	151.71	
100-156-55920	MISC FEES	THE GOLF SHOP	MONTHLY TERMINAL USAGE FEE FOR NOVEMBEF	319.84	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	27.14	
100-156-56050	FUEL	ARNOLD MOTOR SUPPLY	PM DEX/MERC 12/1 QT	18.45	
100-156-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	3,105.74	
100-156-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	78.95	
100-156-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	65.43	
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,495.01	
100-156-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	248.65	
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	58.43	
100-156-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	82.88	
Total For Dept 156 QUAIL RUN GOLF COURSE				11,116.87	
Total For Fund 100 GENERAL FUND				973,509.35	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	RUNZA	21.06	
200-200-52700	TRAINING AND TUITION	UNIVERSITY OF NE-LINCOLN	PROFESSIONAL TREE CARE UPDATE	50.00	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	431.11	
200-200-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - NOVEMBER 2023	275.00	
200-200-54310	BUILDING MAINTENANCE	MENARDS	SC PASSAGE ELEAN LEVER	14.42	
200-200-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	18.33	
200-200-54310	BUILDING MAINTENANCE	STANLEY PETROLEUM	OVERFILL ALARM, SWITCH	1,459.00	
200-200-54310-20065	BUILDING MAINTENANCE	VAN DIEST HEATING & AIR LI	RADIANT HEATER NOT WORKING	898.00	
200-200-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	SECTION REPAIR	195.00	
200-200-54320	EQUIPMENT MAINTENANCE	TY'S OUTDOOR POWER & SERVI	SPINNER/SHAFT KIT	333.84	
200-200-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	AIR LIFT SYSTEM	2,093.14	
200-200-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	MOUNT & DISMOUNT	126.95	
200-200-54330	VEHICLE MAINTENANCE	HOBBY LOBBY	FOAM FOR SEATS	60.26	
200-200-54450	STREET MAINTENANCE	GEHRING CONSTRUCTION &	1415 1ST STREET	307.00	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	CHALK/SPEED REEL COMBO	14.58	
200-200-56010	SUPPLIES	MENARDS	4.75GL FIBERED	52.99	
200-200-56010	SUPPLIES	MOTION INDUSTRIES INC	ICE MELT	1,084.80	
200-200-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	CAN SOLVENT	32.85	
200-200-56010	SUPPLIES	T-BONE PD LLC	PROPANE	69.28	
200-200-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	HIGHLIGHTER	114.63	
200-200-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - TONER CARTRIDGES	404.22	
200-200-56050	FUEL	NEBRASKA STATE FIRE MARSH	ANNUAL REGISTRATION FEE, PETROLEUM RELE	360.00	
200-200-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	10,309.16	
200-200-56120	TRAFFIC SIGNS	ACE HARDWARE & GARDEN CNT	LOCK NUTS, FLAT WASHERS	98.94	
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	226.50	
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	479.00	
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	594.30	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	29,791.85	
200-200-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	125.54	
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	29.21	
200-200-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	168.62	
200-200-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE - NOVEMBER	47.75	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	DEPT OF TRANS - NDOT SUPERINTENDENT LIC	368.33	
200-200-57200-24021	CAPITAL-LAND & BUILDINGS	SCHEMMER ASSOCIATES INC.	23RD ST WATER & SEWER CONSTRUCTION INSE	2,810.00	
Total For Dept 200 STREETS				53,465.66	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	64.04	
200-202-56010	SUPPLIES	LAWSON PRODUCTS	FLAP DISC	117.80	
200-202-56090	SMALL TOOLS	ARNOLD MOTOR SUPPLY	AUTOMATIC SLACK ADJUSTER WRENCH	83.98	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	BEDMAT	416.20	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	CREDIT - WHEEL BEARING & HUB ASSEMBLY	215.14	
200-202-56130	SUPPLIES FOR RESALE	COLUMBUS STEEL SUPPLY	CHANNEL 8"	392.99	
200-202-56130	SUPPLIES FOR RESALE	FIRST NATIONAL BANK OMAHA	AMAZON - PRO ELECTRICAL TESTER	1,520.77	
200-202-56130	SUPPLIES FOR RESALE	KELLY SUPPLY COMPANY	ADJUSTABLE & O-RING FITTINGS	5.67	
200-202-56130	SUPPLIES FOR RESALE	LAWSON PRODUCTS	HEX WASHERS, PIN WEDGELOCK, SOCKET, REC	406.41	
200-202-56130	SUPPLIES FOR RESALE	MATHESON-LINWELD	14" STEEL X 66T X 1" ARBOR	120.85	
200-202-56130	SUPPLIES FOR RESALE	MOTION INDUSTRIES INC	BACK UP CAMERA	243.70	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	BOLT SPACER	53.93	
200-202-56130	SUPPLIES FOR RESALE	PRODUCTIVITY PLUS ACCOUNT-GASKET		255.45	
Total For Dept 202 MECHANICS SHOP				3,896.93	
Total For Fund 200 STREETS/ENGINEERING				57,362.59	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NEBRASKA AVIATION SYMPOSIUM	135.00	
205-205-55200	INSURANCE	LARM (LEAGUE ASSOCIATION (ENDORSEMENT #15		178.98	
205-205-56010	SUPPLIES	MENARDS	40W UTUBE, U-BEND LED, SAFETY GLASS, LE	108.62	
205-205-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	DEC CLEANING	250.00	
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,493.21	
205-205-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	25.82	
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	21.91	
205-205-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	85.74	
205-205-56260	UTILITIES - FSS BUILDING	CITY OF COLUMBUS	WATER & SEWER	54.81	
205-205-56260	UTILITIES - FSS BUILDING	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE - NOVEMBER	40.00	
205-205-56650	MEMBERSHIP DUES	NE ASSOC OF AIRPORT OFFICIALS	2024 MEMBERSHIP NAAO DUES	250.00	
205-205-57520-24025	CAPITAL-VEHICLES	TWISTED PALMS LLC	2024 POLARIS	29,633.00	
Total For Dept 205 AIRPORT				32,277.09	
Total For Fund 205 AIRPORT				32,277.09	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	28.50	
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EVALUATION	150.00	
220-220-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR - JCC	655.00	
220-220-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	38.16	
220-220-54380	MAINTENANCE AGREEMENTS	TRITECH SOFTWARE SYSTEMS	CONTRACT NO Q-149004	11,147.54	
220-220-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	AMAZON - PRIME MEMBERSHIP FEE	14.99	
220-220-56010	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	32.00	
220-220-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPERCLIP HOLDER, EXPO SPRAY CLEANER, I	16.36	
220-220-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	DEC CLEANING	250.00	
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	498.76	
220-220-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	54.81	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-56240	TELEPHONE	AT&T MOBILITY	WIRELESS OCT 22 - NOV 21	80.08	
220-220-56240	TELEPHONE	CENTURY LINK	E911 PHONE CHARGES	930.00	
220-220-56240	TELEPHONE	FRONTIER	E911 PHONE CHARGES 11/30/23 TO 12/29/23	304.06	
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	7.30	
220-220-56240	TELEPHONE	LINGO	E911 PHONE SERVICE 11/01/2023 - 11/30/23	51.70	
220-220-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	42.87	
220-220-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE - NOVEMBER	40.00	
220-220-57510-24028	CAPITAL-EQUIPMENT	RFCC	CONSULTING FEE PUBLIC SAFETY RADIO SYSTEM	1,093.75	
Total For Dept 220 E911				15,435.88	
Total For Fund 220 COMMUNICATIONS - E911				15,435.88	
Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING					
Dept 225 EC-911 EQUIPMENT SHARING					
225-225-56240	TELEPHONE	TELECOMMUNICATION SYSTEMS	MONTHLY CIRCUIT FEES, MAINTENANCE & MONITORING	1,970.67	
Total For Dept 225 EC-911 EQUIPMENT SHARING				1,970.67	
Total For Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING				1,970.67	
Fund 240 HOUSING REHAB & LOANS					
Dept 240 HOUSING REHAB & LOANS					
240-240-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT	REHAB REUSE OCTOBER 2023 ADMIN SERVICES	42.50	
Total For Dept 240 HOUSING REHAB & LOANS				42.50	
Dept 244 CDBG DPA LOANS (NENEDD)					
240-244-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT	DHA TRUST REUSE OCTOBER 2023 ADMIN SERVICES	42.50	
Total For Dept 244 CDBG DPA LOANS (NENEDD)				42.50	
Total For Fund 240 HOUSING REHAB & LOANS				85.00	
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	CSX-1	BAUMERT KARLA A	UB refund for account: 400-72070-00	77.78	
Total For Dept 000				77.78	
Dept 500 WASTEWATER COLLECTION					
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	135.59	
500-500-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - NOVEMBER 2023	165.00	
500-500-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	18.34	
500-500-54310	BUILDING MAINTENANCE	POWER TECH LLC	CENTRAL MAINTENANCE - MAJOR PM	337.50	
500-500-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CENTER	METAL HOSE SHUT OFF, WASH MACH 3/8"X6,	44.57	
500-500-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	GLASS CLEANER, 24PKK MICROCLOTH	41.46	
500-500-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CENTER	CLAMPS	23.92	
500-500-54390	SYSTEM MAINTENANCE	FIRST NATIONAL BANK OMAHA	SEAL GUARD - X-SEAL 12-300ML KIT	274.56	
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	182.30	
500-500-54390	SYSTEM MAINTENANCE	PLATTE VALLEY COMMUNICATIONS	TRACE REMOTE LINE	949.66	
500-500-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	HOOK RAIL	114.43	
500-500-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	BLACK REFILL INK	23.90	
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	2,093.09	
500-500-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DISTRICT	ELECTRICITY	315.40	
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,088.78	
500-500-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	20.92	
500-500-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	62.50	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	33.47	
500-500-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	304.36	
500-500-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE - NOVEMBER	20.00	
500-500-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	APWA - BASE 4 APWA TAX CLASS	318.33	
500-500-56690	SALES TAX REMITTANCE	STATE OF NEBRASKA DEPT OF REVENUE	SALES TAX - NOVEMBER 2023 UTILITY	36,723.86	
500-500-57300-20091	CAPITAL-NEW CONSTRUCTION	HDR ENGINEERING INC	LOST CREEK PRKWY SEWER PROJECT	11,323.24	
Total For Dept 500 WASTEWATER COLLECTION				55,615.18	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	99.19	
500-501-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	BATTERY CLIPS, TOOL/BIT	48.51	
500-501-54320	EQUIPMENT MAINTENANCE	CHROME N' STEEL TRUCK & TRUCK	3 - CONTINENTAL CCA BATTERIES	390.00	
500-501-54320	EQUIPMENT MAINTENANCE	ELECTRICAL ENGINEERING & ELECTRIC	ALUM CONDUIT	35.30	
500-501-54320	EQUIPMENT MAINTENANCE	INDUSTRIAL CONTROL SYSTEMS	MAIN CONTROL BOARD	1,211.64	
500-501-54320	EQUIPMENT MAINTENANCE	MENARDS	BATH CADDY, SOAP DISH, MANDREL, CUT-OFF	235.02	
500-501-54320	EQUIPMENT MAINTENANCE	MIDWEST READY MIX	RADIATOR HOSE	90.96	
500-501-54320	EQUIPMENT MAINTENANCE	MOTION INDUSTRIES INC	BALL BEARING, OIL SEALS	207.78	
500-501-54320	EQUIPMENT MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	KEROSENE	99.98	
500-501-55640	COMPLIANCE TESTING	MIDWEST LABORATORIES INC	WATER TESTING & SUPPLIES	106.67	
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CENTER	COUPL HOSE	5.59	
500-501-56010	SUPPLIES	MENARDS	BATH CADDY, SOAP DISH, MANDREL, CUT-OFF	79.49	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	2.92	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	6,524.28	
500-501-56090	SMALL TOOLS	ARNOLD MOTOR SUPPLY	BATTERY CLIPS, TOOL/BIT	53.99	
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	2,283.52	
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2,683.25	
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	13,104.35	
500-501-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	1,144.22	
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	36.52	
500-501-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	85.74	
500-501-56250	REFUSE	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	136.57	
Total For Dept 501 WASTEWATER TREATMENT FAC				28,665.49	
Total For Fund 500 UTILITY SERVICE				84,358.45	
Fund 520 WATER					
Dept 000					
520-000-20100	CWX-1	GLIK'S	UB refund for account: 200-40382-04	3.75	
Total For Dept 000				3.75	
Dept 520 WATER					
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	148.27	
520-520-53400	COMPUTER SUPPORT/MAINT	APPLIED CONNECTIVE TECHNOLOGIES	DELL LAPTOPS & HARDWARE	2,256.99	
520-520-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - NOVEMBER 2023	165.00	
520-520-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CENTER	SPACKLING, EXT FLAT WHITE, ROLLER, PUTTY	57.15	
520-520-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	18.33	
520-520-54310	BUILDING MAINTENANCE	POWER TECH LLC	WATER TOWER - SEMI ANNUAL GENERATOR SERVICE	2,932.25	
520-520-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - COOLING FAN	149.48	
520-520-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	GEAR HEAD ASSY	126.00	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CENTER	CLAMPS	47.84	
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	182.30	
520-520-54390	SYSTEM MAINTENANCE	PLATTE VALLEY COMMUNICATIONS	TRACE REMOTE LINE	949.67	
520-520-54390	SYSTEM MAINTENANCE	USA BLUE BOOK	WATTS HYDRANT RELIEF VALVE	2,601.01	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 520 WATER					
520-520-54420	WELL MAINTENANCE	ENTERPRISE ELECTRIC COLUMB	12V 5.0 AH BATTERY	60.99	
520-520-54420	WELL MAINTENANCE	POWER TECH LLC	SOUTH FRESH WATER - SEMI ANNUAL SERVICE	3,397.25	
520-520-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	HOOK RAIL	114.43	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	BLACK REFILL INK	23.88	
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	2,093.08	
520-520-56060	CHEMICALS	AQUA-PURE INC	MONTHLY SERVICE CONTRACT - NORTH & SOUT	7,126.85	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	3,097.88	
520-520-56090	SMALL TOOLS	MENARDS	SCREWDRIVER SET, JOINT PLIERS, WIRE STF	67.90	
520-520-56130	SUPPLIES FOR RESALE	CORE & MAIN LP	CREDIT - 6" DI COMPAINON FLG	12,449.88	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	683.23	
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	205.29	
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	13,924.73	
520-520-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	180.27	
520-520-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	62.50	
520-520-56240	TELEPHONE	FRONTIER	NWP 11/30/23 TO 12/29/23	94.32	
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	55.38	
520-520-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	510.14	
520-520-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE - NOVEMBER	20.00	
520-520-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	APWA - BASE 4 APWA TAX CLASS	318.34	
520-520-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOVEMBER 2023 UTILITY	11,371.19	
520-520-57200-22031	CAPITAL-LAND & BUILDINGS	HDR ENGINEERING INC	DESIGN & CONSTRUCTION PHASE LOST CREEK	6,335.58	
520-520-57200-22031	CAPITAL-LAND & BUILDINGS	RUTJENS CONSTRUCTION	LOST CREEK PARKWAY WATER MAIN EXT	725,696.34	
520-520-57200-24035	CAPITAL-LAND & BUILDINGS	TRACTOR SUPPLY CREDIT PLAN	GRAPHITE GRY LO PRO SDL 70IN PULL	481.49	
Total For Dept 520 WATER				798,005.23	
Total For Fund 520 WATER				798,008.98	
Fund 560 STORMWATER UTILITY					
Dept 000					
560-000-20100	SUF-1	GLIK'S	UB refund for account: 200-40382-04	1.24	
Total For Dept 000				1.24	
Dept 560 STORMWATER UTILITY					
560-560-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - NOVEMBER 2023	110.00	
560-560-53400	COMPUTER SUPPORT/MAINT	VERIZON	GPS UNITS	45.85	
560-560-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	43.65	
560-560-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOVEMBER 2023 UTILITY	2,072.96	
Total For Dept 560 STORMWATER UTILITY				2,272.46	
Total For Fund 560 STORMWATER UTILITY				2,273.70	
Fund 570 SOLID WASTE DIVISION					
Dept 000					
570-000-20100	SWD-2	GLIK'S	UB refund for account: 200-40382-04	1.51	
Total For Dept 000				1.51	
Dept 570 TRANSFER STATION					
570-570-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	116.39	
570-570-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	50.00	
570-570-54310	BUILDING MAINTENANCE	AMERICAN FENCE COMPANY LLC	INSTALLED 2 NEW DC MOTORS & MAIN BOARD	3,118.33	
570-570-54320	EQUIPMENT MAINTENANCE	SAPP BROS COLUMBUS INC	AMERIGUARD HYDRAULIC	623.50	
570-570-54330	VEHICLE MAINTENANCE	COLUMBUS TIRE & SERVICE	TIRE REPAIRS	56.00	
570-570-54330	VEHICLE MAINTENANCE	DOERNEMANN FARM SERVICE IN	3/4"X2 WIRE HOSE, FITTING	79.96	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-54330	VEHICLE MAINTENANCE	MENARDS	125V ARMORED CONNCTR & PLUG	54.72	
570-570-54330	VEHICLE MAINTENANCE	POMP'S TIRE SERVICE INC.	TIRE, ALIGNMENT	988.46	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	USED TRUCK TIRE	170.00	
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	61,832.70	
570-570-56010	SUPPLIES	MENARDS	METAL CUT-OFF 1/8", PAINT STIK, WEATHEF	10.28	
570-570-56020	OFFICE SUPPLIES	CAROLINA SOFTWARE	WASTEWORKS LASER TICKETS	839.20	
570-570-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	16,934.50	
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	674.88	
570-570-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	258.88	
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	21.91	
570-570-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	42.87	
Total For Dept 570 TRANSFER STATION				85,872.58	
Total For Fund 570 SOLID WASTE DIVISION				85,874.09	
Fund 600 HEALTH INSURANCE					
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-PACE PROGRAM	1,080.00	
Total For Dept 000				1,080.00	
Total For Fund 600 HEALTH INSURANCE				1,080.00	

12/15/2023 01:07 PM
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INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 12/19/2023 - 12/19/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

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

Fund 100 GENERAL FUND	973,509.35
Fund 200 STREETS/ENGINEE	57,362.59
Fund 205 AIRPORT	32,277.09
Fund 220 COMMUNICATIONS	15,435.88
Fund 225 COMMUNICATIONS-	1,970.67
Fund 240 HOUSING REHAB	85.00
Fund 500 UTILITY SERVICE	84,358.45
Fund 520 WATER	798,008.98
Fund 560 STORMWATER UTILI	2,273.70
Fund 570 SOLID WASTE DIV	85,874.09
Fund 600 HEALTH INSURANC	1,080.00

Total For All Funds:	<u>2,052,235.80</u>
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5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS - None

7. PUBLIC HEARINGS

- 7.A. Public hearing - Application of C. Ronald and Charlotte K. Lambert to rezone property located south of 51st Street and 38th Avenue from "R-R" (Rural Residential District) to "R-1" (Single-Family Residential District) and to amend the Future Land Use Map of the Comprehensive Plan. (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, December 18, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application to rezone a tract of land located in Lot 1, Block A, Lots 1-3, Block B, Lots 1-3, Block C and Lots 1-8 Block D, Country Club Shores 6th Addition to the City of Columbus, Platte County, NE, (south of 51 St and 38 Ave) from "R-R" (Rural Residential) to "R-1" (Single-Family Residential) and at said hearing, the City Council will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate and at said time and place you may appear and be heard.

City of Columbus, NE
Janelle Kline, City Clerk

Publish: 12:07:23

Two Affidavits of Publication

REZONING APPLICATION

An application for a rezoning 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: C. Ronald Lambert and Charlotte K. Lambert

APPLICANT MAILING ADDRESS: 5297 48th Ave., Columbus, NE 68601

APPLICANT PHONE NUMBER: 402.563.4730

APPLICANT EMAIL ADDRESS: ronlambert624@gmail.com

ATTORNEY/FIRM: Jason D. Mielak/Fehringer & Mielak, LLP

ATTORNEY PHONE NUMBER: 402.563.9617

ATTORNEY E-MAIL ADDRESS: jason.mielak@fmflaw.com

ADDRESS OF PROPERTY TO BE REZONED: No Street Address - Platte County, Nebraska

LEGAL DESCRIPTION OF PROPERTY:

Country Club Shores 6th Addition, Part of the West 1/2 of the Northeast 1/4 of Section 12, T17N, R1W of the 6th P.M., Platte County, Nebraska

PRESENT ZONING CLASSIFICATION: RR (Rural Residential)

REQUESTED ZONING CLASSIFICATION: R-1 (Single-Family Residential)

DESCRIPTION OF THE REASON FOR THE REZONING APPLICATION:

Applicant intends to develop single-family residential lots upon which to build single-family homes and/or other improvements permitted under R-1 (Single-Family Residential) zoning.

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 attached.

I hereby apply for a Rezoning Application and have paid the \$500 application fee.

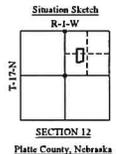
DATED THIS 20 DAY OF November, 2,023.


Owner or Owner's Representative

FINAL PLAT
COUNTRY CLUB SHORES 6TH ADDITION
 A Subdivision of Part of the West 1/2 of the Northeast 1/4 of
 Section 12, T17N, R1W of the 6th P.M., Platte County, Nebraska.



- LEGEND**
- Section Corner Found
 - Property Corner Found
 - Property Corner Set (5/8" x 24" I.B. w/Cap)
 - Calculated Point
 - M Measured Distance
 - R Recorded Distance



This survey was prepared at the request of Ron Lambert, Columbus, Nebraska.

FIELD NOTES

A) Northwest Corner, Northeast 1/4, Section 12, T17N, R1W: Found 3/4" Iron Bar. 4.17 South to Nail & Disc on East side of Corner Fence Post. 2.99 SW to 3/4" Nail in Northwest Face of Power Pole. 56.00' North to Nail in Brace Post on Fence North-South. West side of Concrete Post.

B) Southwest Corner, Northeast 1/4, Section 12, T17N, R1W: Found 5/8" Rebar with Cap (BDB). 100.79' SW to Mag-Nail with Washer in Concrete Joint between Highway and Shoulder. 78.47' SSW to Mag-Nail with Washer in Concrete Joint between Highway and Shoulder. 73.54' South to Mag-Nail in Concrete Joint between Highway and Shoulder. 87.53' SE to Mag-Nail with Washer in Concrete Joint between Highway and Shoulder.

LEGAL DESCRIPTION

A tract of land located in the West 1/2 of the Northeast 1/4 of Section 12, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
 Commencing at the Southeast corner of Lot 1, Block D of Country Club Shores 5th Subdivision, Platte County, Nebraska; thence S 88°19'37" W on the south line of said Lot 1, 120.00 feet to the Point of Beginning; thence S 01°32'31" W, 818.00 feet; thence N 88°27'29" E, 224.34 feet; thence N 07°21'03" W, 38.82 feet; thence N 88°27'29" E, 184.09 feet; thence N 04°20'34" W, 761.36 feet; thence S 88°19'37" W on the South line of said Country Club Shores 5th Subdivision, 375.29 feet to the Point of Beginning, containing 7.18 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on May 30, 2023; also that all dimensions are in feet and are correct to the best of my knowledge and belief.



Terry L. Schulz, State of Nebraska, LS #550 _____ Date _____

DEDICATION

We, C. Ronald Lambert and Charlotte K. Lambert, owners of the described property, COUNTRY CLUB SHORES 6TH ADDITION, hereby dedicate the streets, avenues, roads, and public grounds designated upon and referred to in this Plat to the use and benefit of the public and provide all easements shown on this Plat for drainage facilities, public utilities, signs and right-of-way. We hereby make said tract of land, so shown on the above Plat, a part of the City of Columbus, Platte County, Nebraska. Said tract of land shall hereinafter be known as COUNTRY CLUB SHORES 6TH ADDITION of part of the Northeast 1/4 of Section 12, T17N, R1W of the 6th P.M., Platte County, Nebraska.

C. Ronald Lambert _____ Charlotte K. Lambert _____

STATE OF NEBRASKA) ss
 COUNTY OF PLATTE)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County and State, appeared C. Ronald Lambert and Charlotte K. Lambert, to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my hand and official seal on the date last written.
 My Commission expires: _____ Notary Public _____

COLUMBUS, NEBRASKA SCHOOL BOARD
 This Final Plat of COUNTRY CLUB SHORES 6TH ADDITION to the City of Columbus, Nebraska is approved by the Columbus Public Schools on this _____ day of _____, 2023.

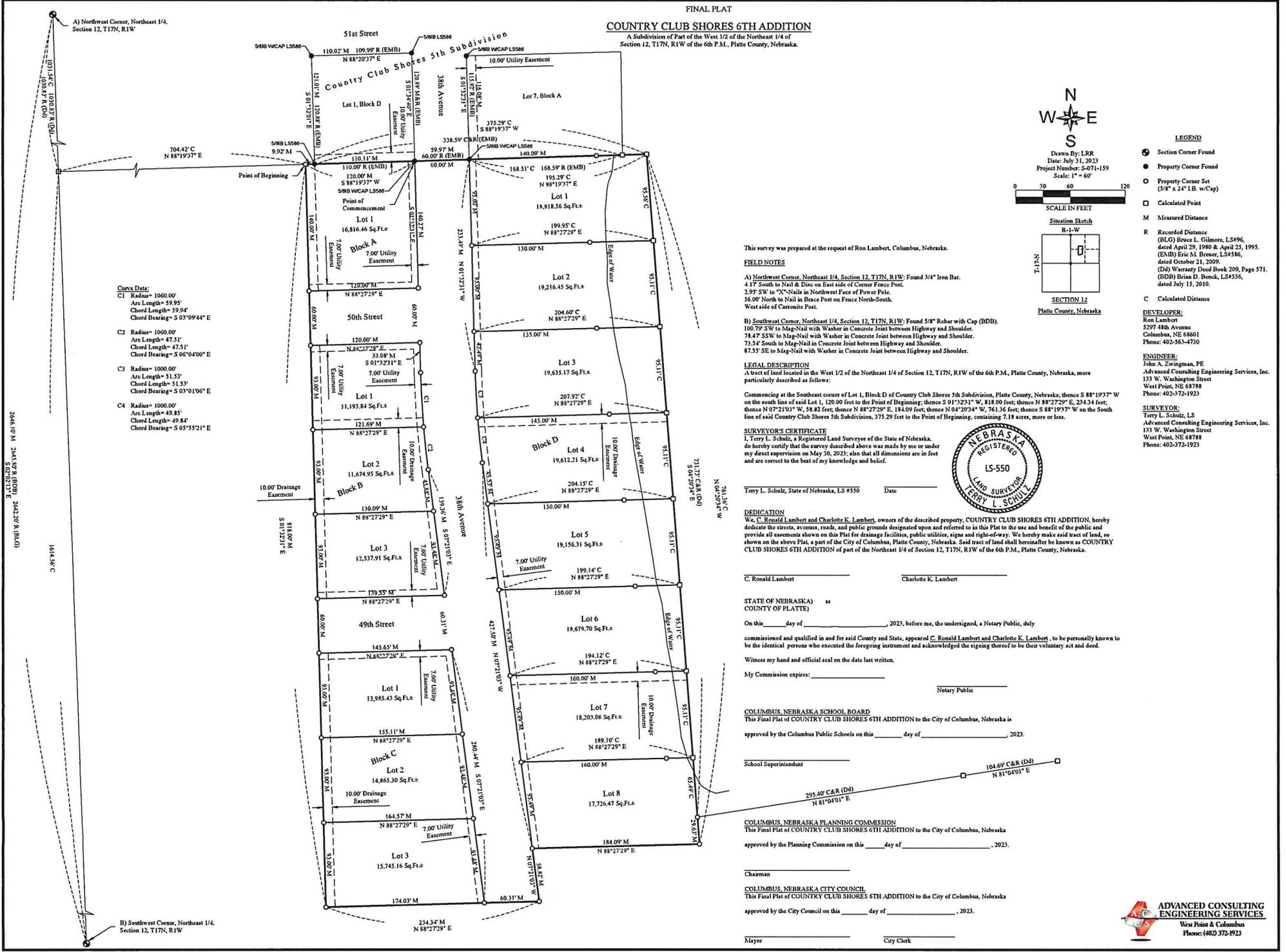
School Superintendent _____ 104.69' C&R (D4)
 N 81°04'01" E

COLUMBUS, NEBRASKA PLANNING COMMISSION
 This Final Plat of COUNTRY CLUB SHORES 6TH ADDITION to the City of Columbus, Nebraska is approved by the Planning Commission on this _____ day of _____, 2023.

Chairman _____
COLUMBUS, NEBRASKA CITY COUNCIL
 This Final Plat of COUNTRY CLUB SHORES 6TH ADDITION to the City of Columbus, Nebraska is approved by the City Council on this _____ day of _____, 2023.

Mayor _____ City Clerk _____

- Curve Data:**
- C1 Radius= 1060.00'
 Arc Length= 59.95'
 Chord Length= 59.04'
 Chord Bearing= S 03°09'44" E
 - C2 Radius= 1060.00'
 Arc Length= 47.51'
 Chord Length= 47.51'
 Chord Bearing= S 06°04'00" E
 - C3 Radius= 1000.00'
 Arc Length= 51.33'
 Chord Length= 51.33'
 Chord Bearing= S 03°01'06" E
 - C4 Radius= 1000.00'
 Arc Length= 49.85'
 Chord Length= 49.84'
 Chord Bearing= S 05°55'21" E



PRELIMINARY PLAT
COUNTRY CLUB SHORES 6TH ADDITION
 A Subdivision of Part of the West 1/2 of the Northeast 1/4 of
 Section 12, T17N, R1W of the 6th P.M., Platte County, Nebraska.

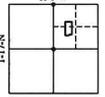


- LEGEND**
- Section Corner Found
 - Property Corner Found
 - Property Corner Set (5/8" x 24" I.B. w/ Cap)
 - Calculated Point
 - M Measured Distance
 - R Recorded Distance (B(L)G) Bruce L. Gilmore, LS#96, dated April 29, 1980 & April 25, 1995. (E(B)B) Eric M. Brewer, LS#586, dated October 21, 2009. (D) Warranty Deed Book 209, Page 571. (B(B)B) Brian D. Benck, LS#536, dated July 15, 2010.
 - C Calculated Distance

Drawn By: LRR
 Date: July 31, 2023
 Project Number: S-071-159
 Scale: 1" = 60'



SCALE IN FEET



SECTION 12
 Platte County, Nebraska

This survey was prepared at the request of Ron Lambert, Columbus, Nebraska.

FIELD NOTES

- A) Northwest Corner, Northeast 1/4, Section 12, T17N, R1W: Found 3/4" Iron Bar. 4.17' South to Nail & Disc on East side of Corner Fence Post. 2.95' SW to "X"-Nails in Northwest Face of Power Pole. 56.00' North to Nail in Brace Post on Fence North-South. West side of Caronite Post.
- B) Southeast Corner, Northeast 1/4, Section 12, T17N, R1W: Found 5/8" Rebar with Cap (BDB). 100.79' SW to Mag-Nail with Washer in Concrete Joint between Highway and Shoulder. 78.47' SSW to Mag-Nail with Washer in Concrete Joint between Highway and Shoulder. 73.54' South to Mag-Nail in Concrete Joint between Highway and Shoulder. 87.55' SE to Mag-Nail with Washer in Concrete Joint between Highway and Shoulder.

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Commencing at the Southeast corner of Lot 1, Block D of Country Club Shores 5th Subdivision, Platte County, Nebraska; thence S 88°19'37" W on the south line of said Lot 1, 120.00 feet to the Point of Beginning; thence S 01°32'31" W, 818.00 feet; thence N 88°27'29" E, 234.34 feet; thence N 07°21'03" W, 58.82 feet; thence N 88°27'29" E, 184.09 feet; thence N 04°20'34" W, 761.36 feet; thence S 88°19'37" W on the South line of said Country Club Shores 5th Subdivision, 375.29 feet to the Point of Beginning, containing 7.18 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Terry L. Schultz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on May 30, 2023; also that all dimensions are in feet and are correct to the best of my knowledge and belief.



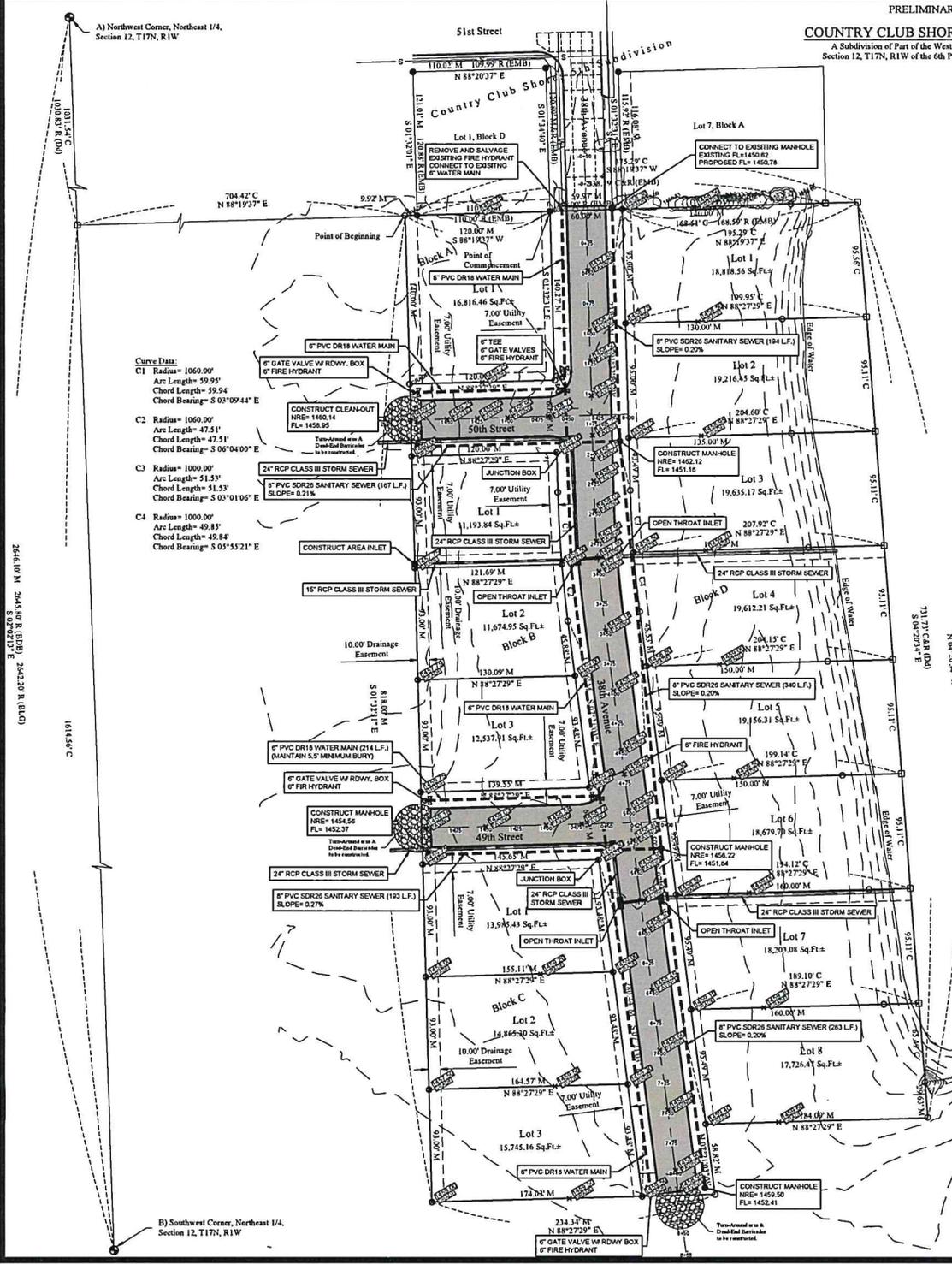
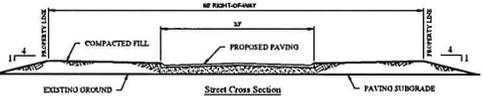
Terry L. Schultz, State of Nebraska, LS #550 Date _____

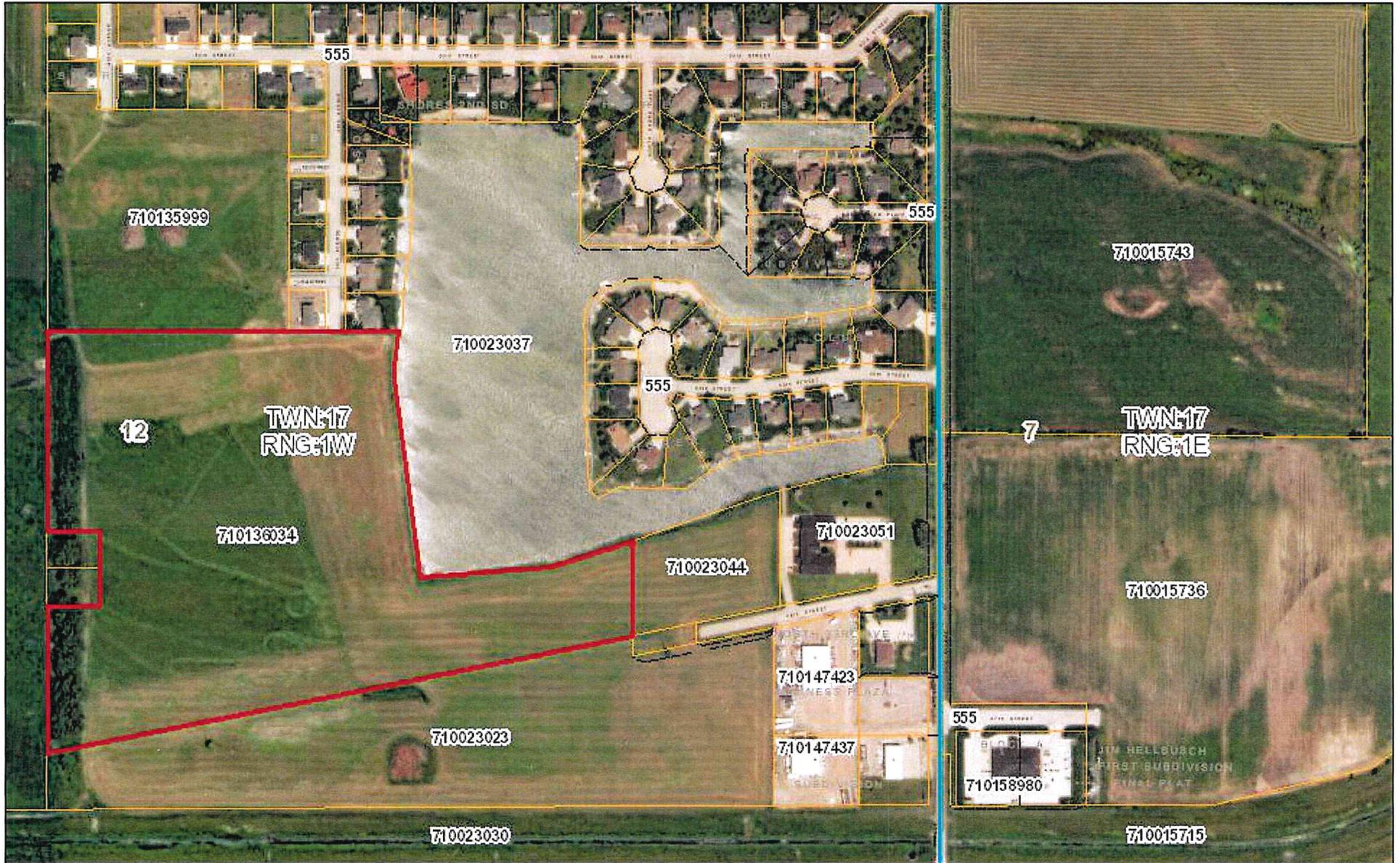
COLUMBUS, NEBRASKA PLANNING COMMISSION
 This Preliminary Plat of COUNTRY CLUB SHORES 6TH ADDITION to the City of Columbus, Nebraska
 approved by the Planning Commission on this _____ day of _____, 2023.

Chairman _____

COLUMBUS, NEBRASKA CITY COUNCIL
 This Preliminary Plat of COUNTRY CLUB SHORES 6TH ADDITION to the City of Columbus, Nebraska
 approved by the City Council on this _____ day of _____, 2023.

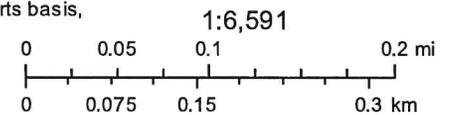
Mayor _____ City Clerk _____





November 19, 2023 **DISCLAIMER:** This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Lot Lines
- Sections
- ▭ Parcels
- Townships



PLANNING COMMISSION PUBLIC HEARING
AFFIDAVIT OF NOTICE COMPLIANCE
REZONING

STATE OF NEBRASKA)
COUNTY OF PLATTE)ss.

Jason D. Mielak, the undersigned affiant, being first duly sworn on oath, deposes and states as follows:

1. That the undersigned affiant is an authorized agent of the party instituting and maintaining an application to rezone a tract of land located in Lot 1, Block A, Lots 1-3, Block B, Lots 1-3, Block C, and Lots 1-8, Block D, Country Club Shores 6th Addition to the City of Columbus, Platte County, Nebraska, from "RR" (Rural Residential District) to "R-1" (Single-Family Residential District) and at said hearing, the Planning Commission will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate.

2. That the undersigned affiant caused to be posted a notice in a conspicuous place on or near the above-described property. Such notice was not less than 18 inches in height and 24 inches in width and had a white or yellow background and black letters not less than 1 ½ inches in height. The undersigned affiant caused said posted notice to be so placed upon said premises so that it was easily visible from the street and was posted at least ten days before the date of the Planning Commission hearing. The undersigned affiant caused said sign to be laminated or otherwise protected from the weather and the sign remained visible and legible for said ten-day period. Said notice was posted on the 30th day of November, 2023, and remained posted until the date of this Affidavit which is also the date of the scheduled hearing.

3. The notice, which was posted as above set forth, read as follows:

NOTICE OF PUBLIC HEARING TO REZONE

Lot 1, Bl. A, Lots 1-3, Bl. B, Lots 1-3, Bl. C and Lots 1-8, Block D, Country Club Shores 6th Addition to the City of Columbus, Platte County, NE, from RR to R-1 Classification to be held in the Community Room, 2500 14th Street, Columbus, Nebraska, on the 11th day of December, 2023 at 6:00 p.m.

4. The undersigned affiant caused the owners of all real estate within 300 feet of the above-described real estate to be served with written notice of such hearing by either personally serving them with such notice at least ten days prior to the date of the Planning Commission hearing or by mailing said notice to them to their last known address at least ten days prior to such hearing. A list of the owners notified and their addresses appear on Exhibit "A" attached hereto. Said list comprises all of the owners of real estate within 300 feet of the real estate described above. A copy of the Notice served upon or sent to said owners is attached hereto, marked Exhibit "B."

DATED: December 11, 2023.

FURTHER YOUR AFFIANT SAITH NOT.



Jason D. Mielak (NSBA #21049)
Authorized Agent – C. Ronald Lambert and
Charlotte K. Lambert, Owners

Subscribed and sworn to before me on this 11th day of December, 2023.





Notary Public



300 FOOT ZONE SEARCH

THE UNDERSIGNED, a Nebraska Registered Abstractor, having examined the records of **Platte** County, Nebraska, hereby certify that the following are the record owners, by last conveyance(s), of all the property lying within **300 feet** of the property described as:

A tract of land located in the West 1/2 of the NE1/4 of Section 12, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of Lot 1, Block D of Country Club Shores 5th Subdivision, Platte County, Nebraska; thence S88°19'37"W on the South line of said Lot 1, 120.00 feet to the Point of Beginning; thence S01°32'31"W, 818.00 feet; thence N88°27'29"E, 234.34 feet; thence N07°21'03"W, 58.82 feet; thence N88°27'29"E, 184.09 feet; thence N04°20'34"W, 761.36 feet; thence S88°19'37"W on the South line of said Country Club Shores 5th Subdivision, 375.29 feet to the Point of Beginning.

1. The Grantee in the Last Deed of Record is:

C. Ronald Lambert and Charlotte K. Lambert
5297 48th Avenue
Columbus, NE 68601

The City of Columbus, Nebraska, a municipal corporation
2500 14th Street
Columbus, NE 68601

Country Club Shores
5297 48th Avenue
Columbus, NE 68601

Robert E. Adams and Joan D. Adams
3521 50th Street
Columbus, NE 68601

Clifton J. Long
3515 50th Street
Columbus, NE 68601

Brad Parsons and Kelli Parsons
3511 50th Street
Columbus, NE 68601

Scott A. Souders and Pamela K. Souders
5161 38th Avenue
Columbus, NE 68601

Daniel L. Cuba and Pamela Cuba
5151 38th Avenue
Columbus, NE 68601

Diane Hollmann
5071 38th Avenue
Columbus, NE 68601

Columbus Public Schools
2508 27th St.
Columbus, NE 68601

Adam J. Munson and Heather J. Munson
5072 38th Avenue
Columbus, NE 68601

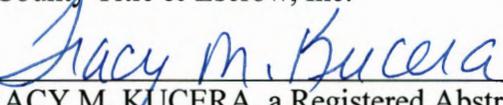
Lakeview Community Schools
3744 83rd St.
Columbus, NE 68601

Ryan E. Wellman and Laura K. Wellman
5158 38th Avenue
Columbus, NE 68601

DATED: November 27, 2023 at 8:00 am.

10 County Title & Escrow, Inc.

By:


TRACY M. KUCERA, a Registered Abstracter
Certificate of Authority No. 682

File No. TC23-75(R)-1

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, December 11, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application to rezone a tract of land located in Lot 1, Block A, Lots 1-3, Block B, Lots 1-3, Block C and Lots 1-8 Block D, Country Club Shores 6th Addition to the City of Columbus, Platte County, NE, (south of 51 St and 38 Ave) from "R-R" (Rural Residential) to "R-1" (Single-Family Residential) and at said hearing, the Planning Commission will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate and at said time and place you may appear and be heard.

City of Columbus, NE
Janelle Kline, City Clerk

Publish: 11:30:23
Two Affidavits of Publication

CITY COUNCIL PUBLIC HEARING
AFFIDAVIT OF NOTICE COMPLIANCE
REZONING

STATE OF NEBRASKA)
COUNTY OF PLATTE)ss.

Jason D. Mielak, the undersigned affiant, being first duly sworn on oath, deposes and states as follows:

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2. That the undersigned affiant caused to be posted a notice in a conspicuous place on or near the above-described property. Such notice was not less than 18 inches in height and 24 inches in width and had a white or yellow background and black letters not less than 1 ½ inches in height. The undersigned affiant caused said posted notice to be so placed upon said premises so that it was easily visible from the street and was posted at least ten days before the date of the City Council hearing. The undersigned affiant caused said sign to be laminated or otherwise protected from the weather and the sign remained visible and legible for said ten-day period. Said notice was posted on the 7th day of December, 2023, and remained posted until the date of this Affidavit which is also the date of the scheduled hearing.

3. The notice, which was posted as above set forth, read as follows:

NOTICE OF PUBLIC HEARING TO REZONE

Lot 1, Bl. A, Lots 1-3, Bl. B, Lots 1-3, Bl. C and Lots 1-8, Block D, Country Club Shores 6th Addition to the City of Columbus, Platte County, NE, from RR to R-1 Classification to be held in the Community Room, 2500 14th Street, Columbus, Nebraska, on the 18th day of December, 2023 at 6:00 p.m.

4. The undersigned affiant caused the owners of all real estate within 300 feet of the above-described real estate to be served with written notice of such hearing by either personally serving them with such notice at least ten days prior to the date of the City Council hearing or by mailing said notice to them to their last known address at least ten days prior to such hearing. A list of the owners notified and their addresses appear on Exhibit "A" attached hereto. Said list comprises all of the owners of real estate within 300 feet of the real estate described above. A copy of the Notice served upon or sent to said owners is attached hereto, marked Exhibit "B."

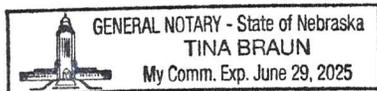
DATED: December 18, 2023.

FURTHER YOUR AFFIANT SAITH NOT.



Jason D. Mielak (NSBA #21049)
Authorized Agent – C. Ronald Lambert and
Charlotte K. Lambert, Owners

Subscribed and sworn to before me on this 18th day of December, 2023.





Notary Public



300 FOOT ZONE SEARCH

THE UNDERSIGNED, a Nebraska Registered Abstractor, having examined the records of Platte County, Nebraska, hereby certify that the following are the record owners, by last conveyance(s), of all the property lying within **300 feet** of the property described as:

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Scott A. Souders and Pamela K. Souders
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Columbus, NE 68601

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Ryan E. Wellman and Laura K. Wellman
5158 38th Avenue
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DATED: November 27, 2023 at 8:00 am.

10 County Title & Escrow, Inc.

By: Tracy M. Kucera
TRACY M. KUCERA, a Registered Abstracter
Certificate of Authority No. 682

File No. TC23-75(R)-1

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TO ALL PARTIES IN INTEREST AND CITIZENS OF
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City of Columbus, NE
Janelle Kline, City Clerk

Publish: 12:07:23

Two Affidavits of Publication

7.A.1. Ordinance No. 23-21 approving rezoning.

ORDINANCE NO. 23-21

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE COLUMBUS LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, PASSED AND ADOPTED AUGUST 21, 2023, AS THE ZONING CODE FOR THE CITY OF COLUMBUS, NEBRASKA, BY ORDINANCE NO. 23-09, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOT 1, BLOCK A, LOTS 1-3, BLOCK B, LOTS 1-3, BLOCK C AND LOTS 1-8, BLOCK D, COUNTRY CLUB SHORES 6TH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, FROM THE PRESENT ZONING CLASSIFICATION OF "RR" (RURAL RESIDENTIAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); TO AMEND THE ZONING MAP AND THE FUTURE LAND USE MAP WHICH HAVE BEEN ADOPTED AND MADE A PART OF SAID COLUMBUS LAND DEVELOPMENT ORDINANCE TO SHOW SAID REZONING AND RECLASSIFICATION; 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 hearings called for the purpose of rezoning and reclassifying the following described real estate, to wit:

Lot 1, Block A, Lots 1-3, Block B, Lots 1-3, Block C and Lots 1-8, Block D, Country Club Shores 6th Addition to the City of Columbus, Platte County, Nebraska,

from the present zoning classification of "RR" (Rural Residential District) to "R-1" (Single-Family Residential District) and to amend the Zoning Map and the Future Land Use Map which have been adopted and made a part of the Columbus Land Development Ordinance, Zoning Chapter, to show said rezoning and reclassification as provided by law; and

WHEREAS, the Planning Commission held a hearing thereon and has heard all persons appearing at such hearing and in consideration of the evidence and the premises, has voted to recommend approval of the rezoning application; and

WHEREAS, the mayor and city council have held a separate hearing thereon and have heard all persons appearing at such hearing and in consideration of the evidence and the premises hereby find and determine that said rezoning 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 the Columbus Land Development Ordinance, Zoning Chapter, passed and adopted August 21, 2023, as the Zoning Code for the City of Columbus by Ordinance No. 23-09 be and the same is hereby amended to show that the following described real estate, to-wit:

Lot 1, Block A, Lots 1-3, Block B, Lots 1-3, Block C and Lots 1-8, Block D, Country Club Shores 6th Addition to the City of Columbus, Platte County, Nebraska,

has been rezoned and reclassified from the present zoning classification of "RR" (Rural Residential District) to "R-1" (Single-Family Residential District), and that the Future Land Use Map as well as the Zoning Map which have been adopted and made a part of said Columbus Land Development Ordinance, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. 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.B. Public hearing - Application of Meadow Ridge Properties LLC to rezone property located at 49th Avenue and 42nd Street/43rd Street from "R-R" (Rural Residential District) to "R-3" (Multi-Family Residential District) and to amend the Future Land Use Map of the Comprehensive Plan. (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, December 18, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application to rezone a tract of land located in Meadow Ridge Eleventh Addition, a Subdivision of Part of the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, NE (49 Ave and 42 St/43 St) from "R-R" (Rural Residential) to "R-3" (Multi-Family Residential) and at said hearing, the City Council will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate and at said time and place you may appear and be heard.

City of Columbus, NE
Janelle Kline, City Clerk

Publish: 12:07:23
Two Affidavits of Publication

REZONING APPLICATION

An application for a rezoning 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: Meadow Ridge Properties, LLC

APPLICANT MAILING ADDRESS: 4811 37th St., Columbus, NE 68601

APPLICANT PHONE NUMBER: 402.562.1102

APPLICANT EMAIL ADDRESS: charles@walkerfoundations.com

ATTORNEY/FIRM: Jason D. Mielak/Fehringer & Mielak, LLP

ATTORNEY PHONE NUMBER: 402.563.9617

ATTORNEY E-MAIL ADDRESS: jason.mielak@fmflaw.com

ADDRESS OF PROPERTY TO BE REZONED: No Street Address - Platte County, Nebraska

LEGAL DESCRIPTION OF PROPERTY:

Meadow Ridge Eleventh Addition, a Subdivision of Part of the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska

PRESENT ZONING CLASSIFICATION: RR

REQUESTED ZONING CLASSIFICATION: R-3

DESCRIPTION OF THE REASON FOR THE REZONING APPLICATION:

Applicant intends to develop multi-family residential lots upon which to build improvements permitted under R-3 (Multi-Family Residential) zoning.

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 attached.

I hereby apply for a Rezoning Application and have paid the \$500 application fee.

DATED THIS 20 DAY OF Nov, 2023.

X 
Owner or Owner's Representative

PRELIMINARY PLAT

MEADOW RIDGE ELEVENTH ADDITION

A Subdivision of Part of the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska



Drawn by: LRR
Date: September 29, 2023
Scale: 1"=40'
Project Number: S-071-156



- Section Corner Found
- Property Corner Found
- Property Corner Set (5/8" x 24" LB. w/Cap)
- Calculated Point
- Measured Distance
- Recorded Distance (TAT) Thomas A. Tremel, LS#455, dated June 16, 2021, September 16, 2021, October 26, 2021.
- Calculated Distance



DEVELOPER:
Meadow Ridge Properties, LLC
4811 37th Street
Columbus, NE 68601

ENGINEER:
John A. Zwangman, PE
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923

SURVEYOR:
Terry L. Schulz, LS
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923

Zoning
Existing Zone: RR - Rural Residential
Proposed Zone: R-3 - Multiple-Family Residential

FIELD NOTES
A) Northwest Corner, South 1/2, Southeast 1/4, Section 11, T17N, R1W:
Found 5/8" Rebar with Plastic Cap as recorded by Thomas A. Tremel, LS #455, October 26, 2021.
3.00' West to Nail & Disc in Fence Post.
9.45' North to Nail & Disc in Fence Post.
On range of fence, West.
2.5' West to range of Fence, North.

B) Southwest Corner, Southeast 1/4, Section 11, T17N, R1W:
Found 5/8" Rebar with Aluminum Cap as recorded by Thomas A. Tremel, LS #455, October 26, 2021.
5.65' West to nail in Top of Fence Post.
5.4' West to a Concrete Post.
48.05' SSW to "X" Nail in Fence Post.
30.19' North to 5/8" Iron Rod with Aluminum Cap.
48.00' South to 5/8" Iron Rod with Aluminum Cap.
5.2' West to Range of Fence, North-South.

C) Northwest Corner, South 1/2, Southeast 1/4, Section 11, T17N, R1W:
Found 5/8" Rebar with Plastic Cap as recorded by Thomas A. Tremel, LS #455, October 26, 2021.
3.00' West to Nail & Disc in Fence Post.
9.45' North to Nail & Disc in Fence Post.
On range of fence, West.
2.5' West to range of Fence, North.

D) Southwest Corner, Southeast 1/4, Section 11, T17N, R1W:
Found 5/8" Rebar with Aluminum Cap as recorded by Thomas A. Tremel, LS #455, October 26, 2021.
5.65' West to nail in Top of Fence Post.
5.4' West to a Concrete Post.
48.05' SSW to "X" Nail in Fence Post.
30.19' North to 5/8" Iron Rod with Aluminum Cap.
48.00' South to 5/8" Iron Rod with Aluminum Cap.
5.2' West to Range of Fence, North-South.

CURVE DATA
C1 Rad. = 100.00'
Arc = 45.98'
Chord = 45.58'
S 78°45'50" E

C2 Rad. = 100.00'
Arc = 21.38'
Chord = 21.34'
S 59°25'50" E

C3 Rad. = 40.00'
Arc = 26.95'
Chord = 26.48'
S 72°30'15" E

C4 Rad. = 160.00'
Arc = 16.05'
Chord = 16.04'
S 56°10'40" E

C5 Rad. = 160.00'
Arc = 31.39'
Chord = 31.33'
S 86°17'05" E

C6 Rad. = 130.00'
Arc = 18.22'
Chord = 18.21'
S 16°07'33" W

C7 Rad. = 130.00'
Arc = 32.55'
Chord = 32.45'
S 04°56'26" W

C8 Rad. = 70.00'
Arc = 27.33'
Chord = 27.16'
N 08°57'25" E

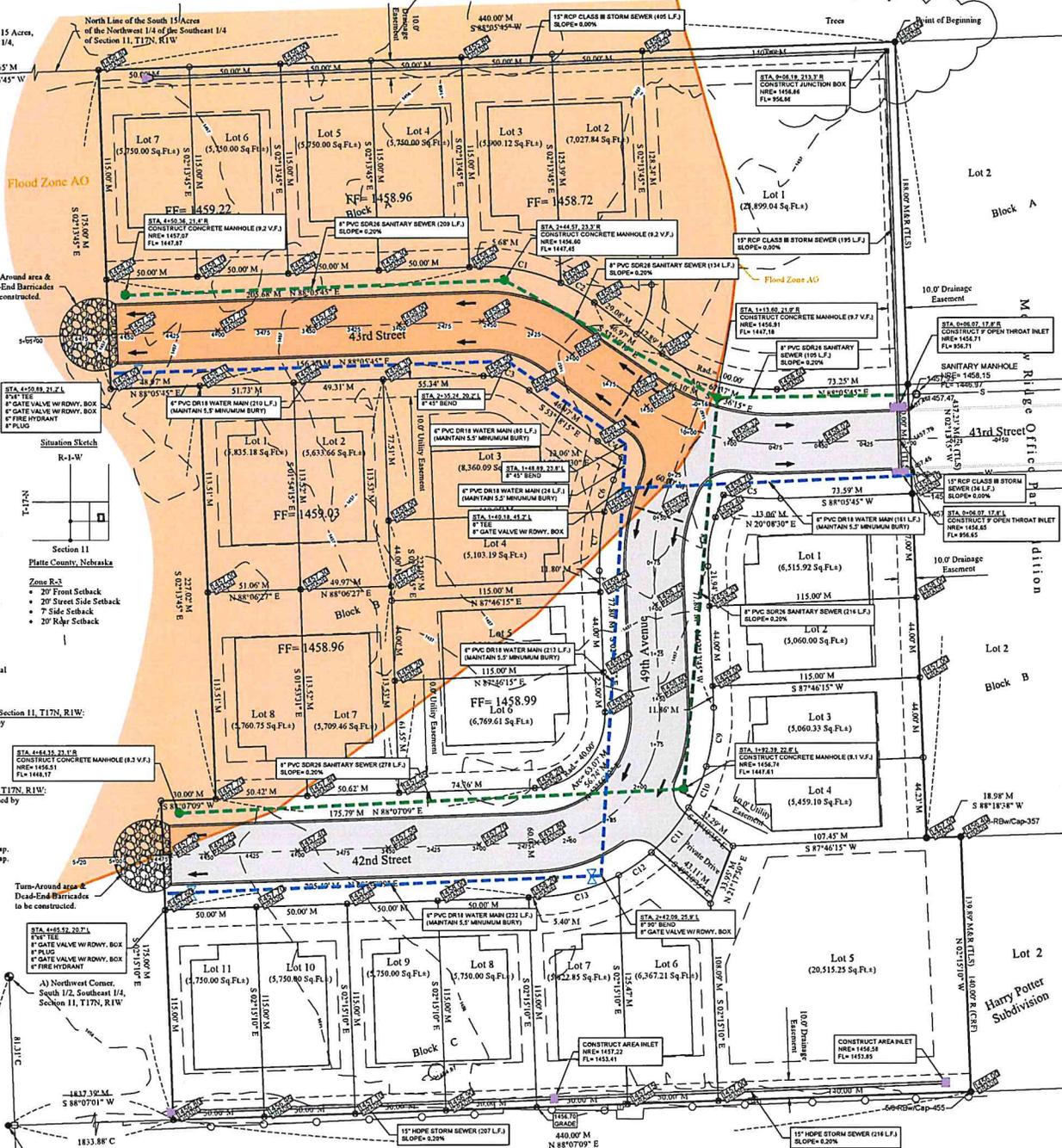
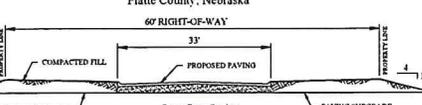
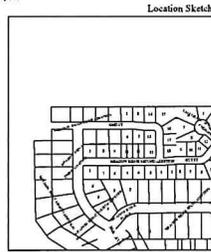
C9 Rad. = 100.00'
Arc = 32.72'
Chord = 32.57'
N 07°03'59" E

C10 Rad. = 100.00'
Arc = 24.71'
Chord = 24.64'
N 23°04'41" E

C11 Rad. = 100.00'
Arc = 32.14'
Chord = 32.00'
N 39°22'49" E

C12 Rad. = 100.00'
Arc = 21.97'
Chord = 21.92'
N 55°22'52" E

C13 Rad. = 100.00'
Arc = 46.16'
Chord = 45.75'
N 74°52'47" E



LEGAL DESCRIPTION
A tract of land located in the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of Meadow Ridge Office Park Addition to the City of Columbus, Platte County, Nebraska; thence S 88°05'45" W on the North line of the South 15 acres of the Northwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, 440.00 feet; thence S 02°13'45" E, 175.00 feet; thence N 88°05'45" E, 48.97 feet; thence S 02°13'45" E, 227.02 feet; thence S 88°07'09" W, 30.00 feet; thence S 02°15'10" E, 175.00 feet; thence N 88°07'09" E, 440.00 feet to the Southwest corner of Lot 2, Harry Potter Subdivision to the City of Columbus, Platte County, Nebraska; thence N 02°15'10" W, 139.89 feet to the Northwest corner of said Lot 2; thence S 88°18'58" W on the South line of Lot 2, Block B of said Meadow Ridge Office Park Addition, 18.98 feet to the Southwest corner of said Lot 2, Block B; thence N 02°13'45" W on the West line of said Meadow Ridge Office Park Addition, 437.23 feet to the Point of Beginning, containing 5.56 acres, more or less.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on September 29, 2023; also that all dimensions are in feet and are correct to the best of my knowledge and belief.



Terry L. Schulz, State of Nebraska, LS #550 Date _____

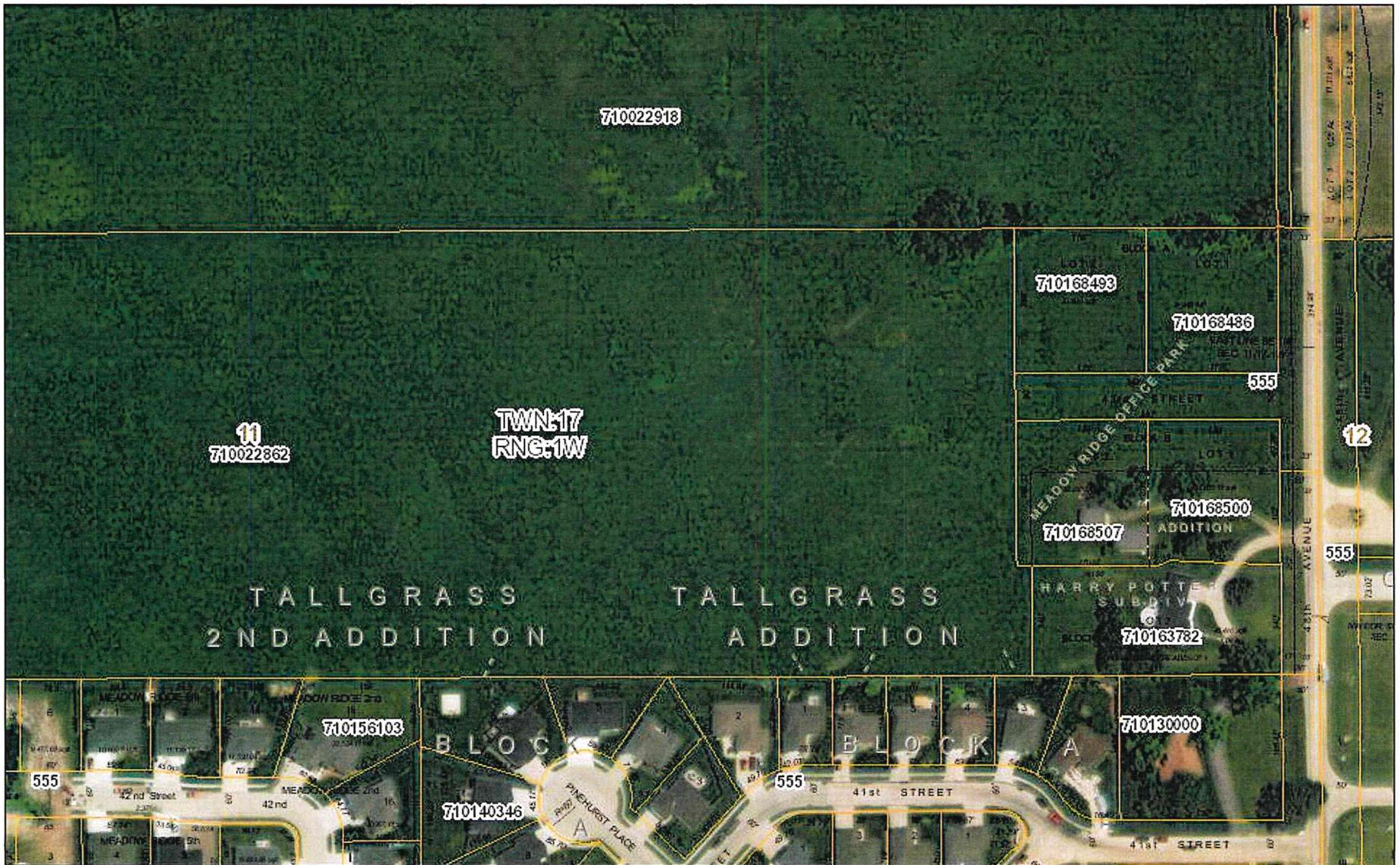
COLUMBUS, NEBRASKA PLANNING COMMISSION
This Preliminary Plat of MEADOW RIDGE ELEVENTH ADDITION to the City of Columbus, Nebraska approved by the Planning Commission on this _____ day of _____, 2023.

Chairman _____

COLUMBUS, NEBRASKA CITY COUNCIL
This Preliminary Plat of MEADOW RIDGE ELEVENTH ADDITION to the City of Columbus, Nebraska approved by the City Council on this _____ day of _____, 2023.

Mayor _____ City Clerk _____

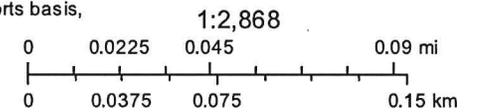
ADVANCED CONSULTING ENGINEERING SERVICES
133 W. Washington St. • P.O. Box 218
West Point, NE 68788
Phone: (402) 372-1923



November 19, 2023

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

- Lot Lines
- Sections
- ▭ Parcels
- Townships



PLANNING COMMISSION PUBLIC HEARING
AFFIDAVIT OF NOTICE COMPLIANCE
REZONING

STATE OF NEBRASKA)
COUNTY OF PLATTE)ss.

Jason D. Mielak, the undersigned affiant, being first duly sworn on oath, deposes and states as follows:

1. That the undersigned affiant is an authorized agent of the party instituting and maintaining an application to rezone a tract of land located in Meadow Ridge Eleventh Addition, a Subdivision of Part of the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, from "RR" (Rural Residential District) to "R-3" (Multi-Family Residential District) and at said hearing, the Planning Commission will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate.

2. That the undersigned affiant caused to be posted a notice in a conspicuous place on or near the above-described property. Such notice was not less than 18 inches in height and 24 inches in width and had a white or yellow background and black letters not less than 1 ½ inches in height. The undersigned affiant caused said posted notice to be so placed upon said premises so that it was easily visible from the street and was posted at least ten days before the date of the Planning Commission hearing. The undersigned affiant caused said sign to be laminated or otherwise protected from the weather and the sign remained visible and legible for said ten-day period. Said notice was posted on the 30th day of November, 2023, and remained posted until the date of this Affidavit which is also the date of the scheduled hearing.

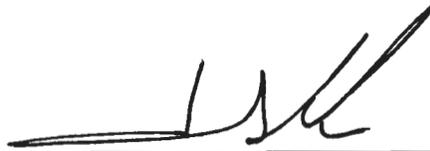
3. The notice, which was posted as above set forth, read as follows:

NOTICE OF PUBLIC HEARING TO REZONE
Meadow Ridge 11th Add., a Subd. of Part of the NE1/4SE1/4, Sec. 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, from RR to R-3 Classification to be held in the Community Room, 2500 14th Street, Columbus, Nebraska, on the 11th day of December, 2023 at 6:00 p.m.

4. The undersigned affiant caused the owners of all real estate within 300 feet of the above-described real estate to be served with written notice of such hearing by either personally serving them with such notice at least ten days prior to the date of the Planning Commission hearing or by mailing said notice to them to their last known address at least ten days prior to such hearing. A list of the owners notified and their addresses appear on Exhibit "A" attached hereto. Said list comprises all of the owners of real estate within 300 feet of the real estate described above. A copy of the Notice served upon or sent to said owners is attached hereto, marked Exhibit "B."

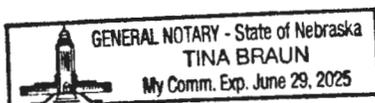
DATED: December 11, 2023.

FURTHER YOUR AFFIANT SAITH NOT.



Jason D. Mielak (NSBA #21049)
Authorized Agent – Meadow Ridge Properties,
LLC, Owner

Subscribed and sworn to before me on this 11th day of December, 2023.





Notary Public



300 FOOT ZONE SEARCH

THE UNDERSIGNED, a Nebraska Registered Abstractor, having examined the records of **Platte** County, Nebraska, hereby certify that the following are the record owners, by last conveyance(s), of all the property lying within **300 feet** of the property described as:

A tract of land located in the NE1/4 of the SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of Meadow Ridge Office Park Addition to the City of Columbus, Platte County, Nebraska; thence S88°05'45"W, on the North line of the South 15 acres of the NW1/4 of the SE1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, 440.00 feet; thence S02°13'45"E, 175.00 feet; thence N88°05'45"E, 48.97 feet; thence S02°13'45"E, 227.02 feet; thence S88°07'09"W, 30.00 feet; thence S02°15'10"E, 175.00 feet; thence N88°07'09"E, 440.00 feet to the Southwest corner of Lot 2, Harry Potter Subdivision to the City of Columbus, Platte County, Nebraska; thence N02°15'10"W, 139.89 feet to the Northwest corner of said Lot 2; thence S88°18'38"W, on the South line of Lot 2, Block B of said Meadow Ridge Office Park Addition, 18.98 feet to the Southwest corner of said Lot 2, Block B; thence N02°13'45"W, on the West line of said Meadow Ridge Office Park Addition, 437.23 feet to the point of beginning.

1. The Grantee in the Last Deed of Record is:

Meadow Ridge Properties, LLC, a Nebraska limited liability company
4811 37th Street
Columbus, NE 68601

Fehringer Properties, L.L.C., a Nebraska limited liability company
3919 25th Street
Columbus, NE 68601

Columbus Community Hospital, Inc., a Nebraska nonprofit corporation
PO Box 1800
Columbus, NE 68602

ALMIC Holdings, LLC
5003 18th Street
Columbus, NE 68601

Cole J. Ziemba and Courtney K. Ziemba
4180 48th Avenue
Columbus, NE 68601

Ariel H. Fuentes Velasquez and Maria B. Cabrera Quintanilla
4152 Pinehurst Place
Columbus, NE 68601

Jeffrey Schenck and Monica Schenck
4160 Pinehurst Place
Columbus, NE 68601

Kyle D. Petersen and Cindy M. Petersen
4166 Pinehurst Place
Columbus, NE 68601

Neal Faltys and Lori Faltys
4172 Pinehurst Place
Columbus, NE 68601

Duane H. Choutka and E. Elaine Choutka
4163 Pinehurst Place
Columbus, NE 68601

Dean P. Escen and Deborah L. Escen, Co-Trustees of the Dean P. and Deborah L. Escen
Family Trust dated April 10, 1997
5116 41st Street
Columbus, NE 68601

Derek J. McKee and Adriana I. McKee
5126 41st Street
Columbus, NE 68601

Thaddeus L. Rosenthal and Mary Jane Rosenthal
5206 41st Street
Columbus, NE 68601

Tammy Dreifurst and Bonnie Hauck
% Marilyn Campaign
4164 48th Avenue
Columbus, NE 68601

Susan A. Brandt
4830 41st Street
Columbus, NE 68601

Zegar Investment Properties, LLC, a Nebraska limited liability company
% Scott Zegar
3050 33rd Avenue, Suite 110
Columbus, NE 68601

Julie Reynolds
4905 Tallgrass Place
Columbus, NE 68601

Virgene M. Leimer a/k/a Virgene Leimer
4916 Tallgrass Place
Columbus, NE 68601

Shannon L. Reiter and Sara S. Reiter
4911 41st Street
Columbus, NE 68601

Michael Hansen and Colette Hansen
3670 Regency Place
Columbus, NE 68601

Michael C. Lange
4925 41st Street
Columbus, NE 68601

JoAnn Cremers
4906 41st Street
Columbus, NE 68601

Julie R. Warneke and Jeana M. Buhman
4912 41st Street
Columbus, NE 68601

John L. Shotkoski and Barbara J. Shotkoski
4918 41st Street
Columbus, NE 68601

Charles A. Brinkman and Leanne M. Brinkman
4924 41st Street
Columbus, NE 68601

Peter A. Balerud and Carol A. Balerud
5004 41st Street
Columbus, NE 68601

Robert A. Bright III and Sarah L. Bright
4920 Tallgrass Place
Columbus, NE 68601

Scott P. Ackman and Gessica C. Ackman
4926 Tallgrass Place
Columbus, NE 68601

Robert W. Goedeken and Denise K. Goedeken
5011 41st Street
Columbus, NE 68601

Dawson James Brunswick and Taylor Elizabeth Brunswick
4155 Pinehurst Place
Columbus, NE 68601

Chase Burgess and Rachel Wagnitz
4159 Pinehurst Place
Columbus, NE 68601

Calvin L. Preston and Lori A. Preston
5014 41st Street
Columbus, NE 68601

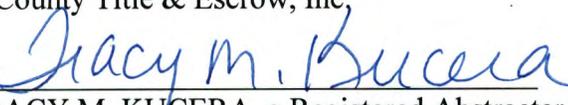
Columbus Public Schools
2508 27th St.
Columbus, NE 68601

Douglas L. Means
5031 41st Street
Columbus, NE 68601

Janna L. Rector
5035 41st Street
Columbus, NE 68601

DATED: November 27, 2023 at 8:00 am.

10 County Title & Escrow, Inc.

By: 
TRACY M. KUCERA, a Registered Abstracter
Certificate of Authority No. 682

File No. TC22-21(R)-3

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, December 11, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application to rezone a tract of land located in Meadow Ridge Eleventh Addition, a Subdivision of Part of the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, NE (49 Ave and 42 St/43 St) from "R-R" (Rural Residential) to "R-3" (Multi-Family Residential) and at said hearing, the Planning Commission will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate and at said time and place you may appear and be heard.

City of Columbus, NE
Janelle Kline, City Clerk

Publish: 11:30:23
Two Affidavits of Publication

CITY COUNCIL PUBLIC HEARING
AFFIDAVIT OF NOTICE COMPLIANCE
REZONING

STATE OF NEBRASKA)
COUNTY OF PLATTE)ss.

Jason D. Mielak, the undersigned affiant, being first duly sworn on oath, deposes and states as follows:

1. That the undersigned affiant is an authorized agent of the party instituting and maintaining an application to rezone a tract of land located in Meadow Ridge Eleventh Addition, a Subdivision of Part of the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, from "RR" (Rural Residential District) to "R-3" (Multi-Family Residential District) and at said hearing, the City Council will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate.

2. That the undersigned affiant caused to be posted a notice in a conspicuous place on or near the above-described property. Such notice was not less than 18 inches in height and 24 inches in width and had a white or yellow background and black letters not less than 1 ½ inches in height. The undersigned affiant caused said posted notice to be so placed upon said premises so that it was easily visible from the street and was posted at least ten days before the date of the City Council hearing. The undersigned affiant caused said sign to be laminated or otherwise protected from the weather and the sign remained visible and legible for said ten-day period. Said notice was posted on the 7th day of December, 2023, and remained posted until the date of this Affidavit which is also the date of the scheduled hearing.

3. The notice, which was posted as above set forth, read as follows:

NOTICE OF PUBLIC HEARING TO REZONE

Meadow Ridge 11th Add., a Subd. of Part of the NE1/4SE1/4, Sec. 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, from RR to R-3 Classification to be held in the Community Room, 2500 14th Street, Columbus, Nebraska, on the 18th day of December, 2023 at 6:00 p.m.

4. The undersigned affiant caused the owners of all real estate within 300 feet of the above-described real estate to be served with written notice of such hearing by either personally serving them with such notice at least ten days prior to the date of the City Council hearing or by mailing said notice to them to their last known address at least ten days prior to such hearing. A list of the owners notified and their addresses appear on Exhibit "A" attached hereto. Said list comprises all of the owners of real estate within 300 feet of the real estate described above. A copy of the Notice served upon or sent to said owners is attached hereto, marked Exhibit "B."

DATED: December 18, 2023.

FURTHER YOUR AFFIANT SAITH NOT.



Jason D. Mielak (NSBA #21049)
Authorized Agent – Meadow Ridge Properties,
LLC, Owner

Subscribed and sworn to before me on this 18th day of December, 2023.



Notary Public



300 FOOT ZONE SEARCH

THE UNDERSIGNED, a Nebraska Registered Abstracter, having examined the records of **Platte** County, Nebraska, hereby certify that the following are the record owners, by last conveyance(s), of all the property lying within **300 feet** of the property described as:

A tract of land located in the NE1/4 of the SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of Meadow Ridge Office Park Addition to the City of Columbus, Platte County, Nebraska; thence S88°05'45"W, on the North line of the South 15 acres of the NW1/4 of the SE1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, 440.00 feet; thence S02°13'45"E, 175.00 feet; thence N88°05'45"E, 48.97 feet; thence S02°13'45"E, 227.02 feet; thence S88°07'09"W, 30.00 feet; thence S02°15'10"E, 175.00 feet; thence N88°07'09"E, 440.00 feet to the Southwest corner of Lot 2, Harry Potter Subdivision to the City of Columbus, Platte County, Nebraska; thence N02°15'10"W, 139.89 feet to the Northwest corner of said Lot 2; thence S88°18'38"W, on the South line of Lot 2, Block B of said Meadow Ridge Office Park Addition, 18.98 feet to the Southwest corner of said Lot 2, Block B; thence N02°13'45"W, on the West line of said Meadow Ridge Office Park Addition, 437.23 feet to the point of beginning.

1. The Grantee in the Last Deed of Record is:

Meadow Ridge Properties, LLC, a Nebraska limited liability company
4811 37th Street
Columbus, NE 68601

Fehringer Properties, L.L.C., a Nebraska limited liability company
3919 25th Street
Columbus, NE 68601

Columbus Community Hospital, Inc., a Nebraska nonprofit corporation
PO Box 1800
Columbus, NE 68602

ALMIC Holdings, LLC
5003 18th Street
Columbus, NE 68601

Cole J. Ziemba and Courtney K. Ziemba
4180 48th Avenue
Columbus, NE 68601

Ariel H. Fuentes Velasquez and Maria B. Cabrera Quintanilla
4152 Pinehurst Place
Columbus, NE 68601

Jeffrey Schenck and Monica Schenck
4160 Pinehurst Place
Columbus, NE 68601

Kyle D. Petersen and Cindy M. Petersen
4166 Pinehurst Place
Columbus, NE 68601

Neal Faltys and Lori Faltys
4172 Pinehurst Place
Columbus, NE 68601

Duane H. Choutka and E. Elaine Choutka
4163 Pinehurst Place
Columbus, NE 68601

Dean P. Escen and Deborah L. Escen, Co-Trustees of the Dean P. and Deborah L. Escen
Family Trust dated April 10, 1997
5116 41st Street
Columbus, NE 68601

Derek J. McKee and Adriana I. McKee
5126 41st Street
Columbus, NE 68601

Thaddeus L. Rosenthal and Mary Jane Rosenthal
5206 41st Street
Columbus, NE 68601

Tammy Dreifurst and Bonnie Hauck
% Marilyn Campaign
4164 48th Avenue
Columbus, NE 68601

Susan A. Brandt
4830 41st Street
Columbus, NE 68601

Zegar Investment Properties, LLC, a Nebraska limited liability company
% Scott Zegar
3050 33rd Avenue, Suite 110
Columbus, NE 68601

Julie Reynolds
4905 Tallgrass Place
Columbus, NE 68601

Virgene M. Leimer a/k/a Virgene Leimer
4916 Tallgrass Place
Columbus, NE 68601

Shannon L. Reiter and Sara S. Reiter
4911 41st Street
Columbus, NE 68601

Michael Hansen and Colette Hansen
3670 Regency Place
Columbus, NE 68601

Michael C. Lange
4925 41st Street
Columbus, NE 68601

JoAnn Cremers
4906 41st Street
Columbus, NE 68601

Julie R. Warneke and Jeana M. Buhman
4912 41st Street
Columbus, NE 68601

John L. Shotkoski and Barbara J. Shotkoski
4918 41st Street
Columbus, NE 68601

Charles A. Brinkman and Leanne M. Brinkman
4924 41st Street
Columbus, NE 68601

Peter A. Balerud and Carol A. Balerud
5004 41st Street
Columbus, NE 68601

Robert A. Bright III and Sarah L. Bright
4920 Tallgrass Place
Columbus, NE 68601

Scott P. Ackman and Gessica C. Ackman
4926 Tallgrass Place
Columbus, NE 68601

Robert W. Goedecken and Denise K. Goedecken
5011 41st Street
Columbus, NE 68601

Dawson James Brunswick and Taylor Elizabeth Brunswick
4155 Pinehurst Place
Columbus, NE 68601

Chase Burgess and Rachel Wagnitz
4159 Pinehurst Place
Columbus, NE 68601

Calvin L. Preston and Lori A. Preston
5014 41st Street
Columbus, NE 68601

Columbus Public Schools
2508 27th St.
Columbus, NE 68601

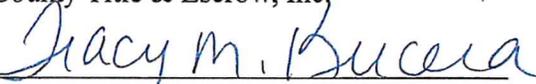
Douglas L. Means
5031 41st Street
Columbus, NE 68601

Janna L. Rector
5035 41st Street
Columbus, NE 68601

DATED: November 27, 2023 at 8:00 am.

10 County Title & Escrow, Inc.

By:


TRACY M. KUCERA, a Registered Abstracter
Certificate of Authority No. 682

File No. TC22-21(R)-3

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, December 18, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application to rezone a tract of land located in Meadow Ridge Eleventh Addition, a Subdivision of Part of the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, NE (49 Ave and 42 St/43 St) from "R-R" (Rural Residential) to "R-3" (Multi-Family Residential) and at said hearing, the City Council will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate and at said time and place you may appear and be heard.

City of Columbus, NE
Janelle Kline, City Clerk

Publish: 12:07:23
Two Affidavits of Publication

7.B.1. Ordinance No. 23-22 approving rezoning.

DRAFT

ORDINANCE NO. 23-22

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE COLUMBUS LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, PASSED AND ADOPTED AUGUST 21, 2023, AS THE ZONING CODE FOR THE CITY OF COLUMBUS, NEBRASKA, BY ORDINANCE NO. 23-09, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF MEADOW RIDGE OFFICE PARK ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 88°05'45" W ON THE NORTH LINE OF THE SOUTH 15 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, 440.00 FEET; THENCE S 02°13'45" E, 175.00 FEET; THENCE N 88°05'45" E, 48.97 FEET; THENCE S 02°13'45" E, 227.02 FEET; THENCE S 88°07'09" W, 30.00 FEET; THENCE S 02°15'10" E, 175.00 FEET; THENCE N 88°07'09" E, 440.00 FEET TO THE SOUTHWEST CORNER OF LOT 2, HARRY POTTER SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N 02°15'10" W, 139.89 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S 88°18'38" W ON THE SOUTH LINE OF LOT 2, BLOCK B OF SAID MEADOW RIDGE OFFICE PARK ADDITION, 18.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK B; THENCE N 02°13'45" W ON THE WEST LINE OF SAID MEADOW RIDGE OFFICE PARK ADDITION, 437.23 FEET TO THE POINT OF BEGINNING, CONTAINING 5.56 ACRES, MORE OR LESS, FROM THE PRESENT ZONING CLASSIFICATION OF "RR" (RURAL RESIDENTIAL DISTRICT) TO "R-3" (MULTI-FAMILY RESIDENTIAL DISTRICT); TO AMEND THE ZONING MAP AND THE FUTURE LAND USE MAP WHICH HAVE BEEN ADOPTED AND MADE A PART OF SAID COLUMBUS LAND DEVELOPMENT ORDINANCE TO SHOW SAID REZONING AND RECLASSIFICATION; 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 hearings called for the purpose of rezoning and reclassifying the following described real estate, to wit:

A tract of land located in the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of Meadow Ridge Office Park Addition to the City of Columbus, Platte County, Nebraska; thence S 88°05'45" W on the North line of the South 15 acres of the Northwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, 440.00 feet; thence S 02°13'45" E, 175.00 feet; thence N 88°05'45" E, 48.97 feet; thence S 02°13'45" E, 227.02 feet; thence S 88°07'09" W, 30.00 feet; thence S 02°15'10" E, 175.00 feet; thence N 88°07'09" E, 440.00 feet to the Southwest corner of Lot 2, Harry Potter Subdivision to the City of Columbus, Platte County, Nebraska; thence N 02°15'10" W, 139.89 feet to the Northwest corner of said Lot 2; thence S 88°18'38" W on the South line of Lot 2, Block B of said Meadow Ridge Office Park Addition, 18.98 feet to the Southwest corner of said Lot 2, Block B; thence N 02°13'45" W on the West line of said Meadow Ridge Office Park Addition, 437.23 feet to the Point of Beginning, containing 5.56 acres, more or less,

from the present zoning classification of "RR" (Rural Residential District) to "R-3" (Multi-Family Residential District) and to amend the Zoning Map and the Future Land Use MAP which have been adopted and made a part of the Columbus Land Development Ordinance, Zoning Chapter, to show said rezoning and reclassification as provided by law; and

WHEREAS, the Planning Commission held a hearing thereon and has heard all persons appearing at such hearing and in consideration of the evidence and the premises, has voted to recommend approval of the rezoning application; and

WHEREAS, the mayor and city council have held a separate hearing thereon and have heard all persons appearing at such hearing and in consideration of the evidence and the premises hereby find and determine that said rezoning 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 the Columbus Land Development Ordinance, Zoning Chapter, passed and adopted August 21, 2023, as the Zoning Code for the City of Columbus by Ordinance No. 23-09, be and the same is hereby amended to show that the following described real estate, to-wit:

A tract of land located in the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of Meadow Ridge Office Park Addition to the City of Columbus, Platte County, Nebraska; thence S 88°05'45" W on the North line of the South 15 acres of the Northwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, 440.00 feet; thence S 02°13'45" E, 175.00 feet; thence N 88°05'45" E, 48.97 feet; thence S 02°13'45" E, 227.02 feet; thence S 88°07'09" W, 30.00 feet;

thence S 02°15'10" E, 175.00 feet; thence N 88°07'09" E, 440.00 feet to the Southwest corner of Lot 2, Harry Potter Subdivision to the City of Columbus, Platte County, Nebraska; thence N 02°15'10" W, 139.89 feet to the Northwest corner of said Lot 2; thence S 88°18'38" W on the South line of Lot 2, Block B of said Meadow Ridge Office Park Addition, 18.98 feet to the Southwest corner of said Lot 2, Block B; thence N 02°13'45" W on the West line of said Meadow Ridge Office Park Addition, 437.23 feet to the Point of Beginning, containing 5.56 acres, more or less,

has been rezoned and reclassified from the present zoning classification of "RR" (Rural Residential District) to "R-3" (Multi-Family Residential District), and that the Future Land Use Map as well as the Zoning Map which have been adopted and made a part of said Columbus Land Development Ordinance, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. 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

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 Meadow Ridge Properties LLC for preliminary plat of Meadow Ridge Eleventh Addition (49th Avenue and 42nd/43rd Street). (Continued from November 20, 2023, meeting.) (Planning Commission recommends approval.)

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

DATE: October 18, 2023

NAME OF SUBDIVISION: Meadow Ridge Eleventh Addition

NAME OF PROPERTY OWNER: Meadow Ridge Properties, LLC

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Charles Seadschlag

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 4811 37th St, Columbus, NE 68601

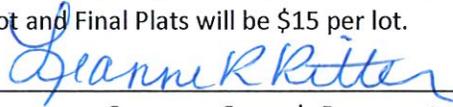
PHONE NUMBER: 402-562-1102

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: charles@walkerfoundations.com

NUMBER OF LOTS IN SUBDIVISION: 26

ADDRESS OF SUBDIVISION: 49th Ave & 42nd St/43rd 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



Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney

Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com

The City of **Columbus**

MEMORANDUM

DATE: December 5, 2023
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Meadow Ridge Eleventh Addition – Preliminary Plat

RECOMMENDATION:

I recommend the approval of the preliminary plat of Meadow Ridge Eleventh Addition as it is amenable with the adjacent land use, consistent with the Meadow Ridge master plan, and is in accordance with the Columbus Land Development Ordinance.

DISCUSSION:

The addition consists of 26 residential lots, paving and utility extensions, and stormwater treatment facilities (STFs) located to the Meadow Ridge developer owned property to the west. Temporary drainage easements for the STFs will be required prior to the filing of the final plat by the developer.

Developer to provide proposed layout of additions to the west prior to final plat approval.

The property will be voluntary annexed as part of the major platting process.

FISCAL IMPACT:

Minor costs for street and utility maintenance.

ALTERNATIVE:

Do not approve.

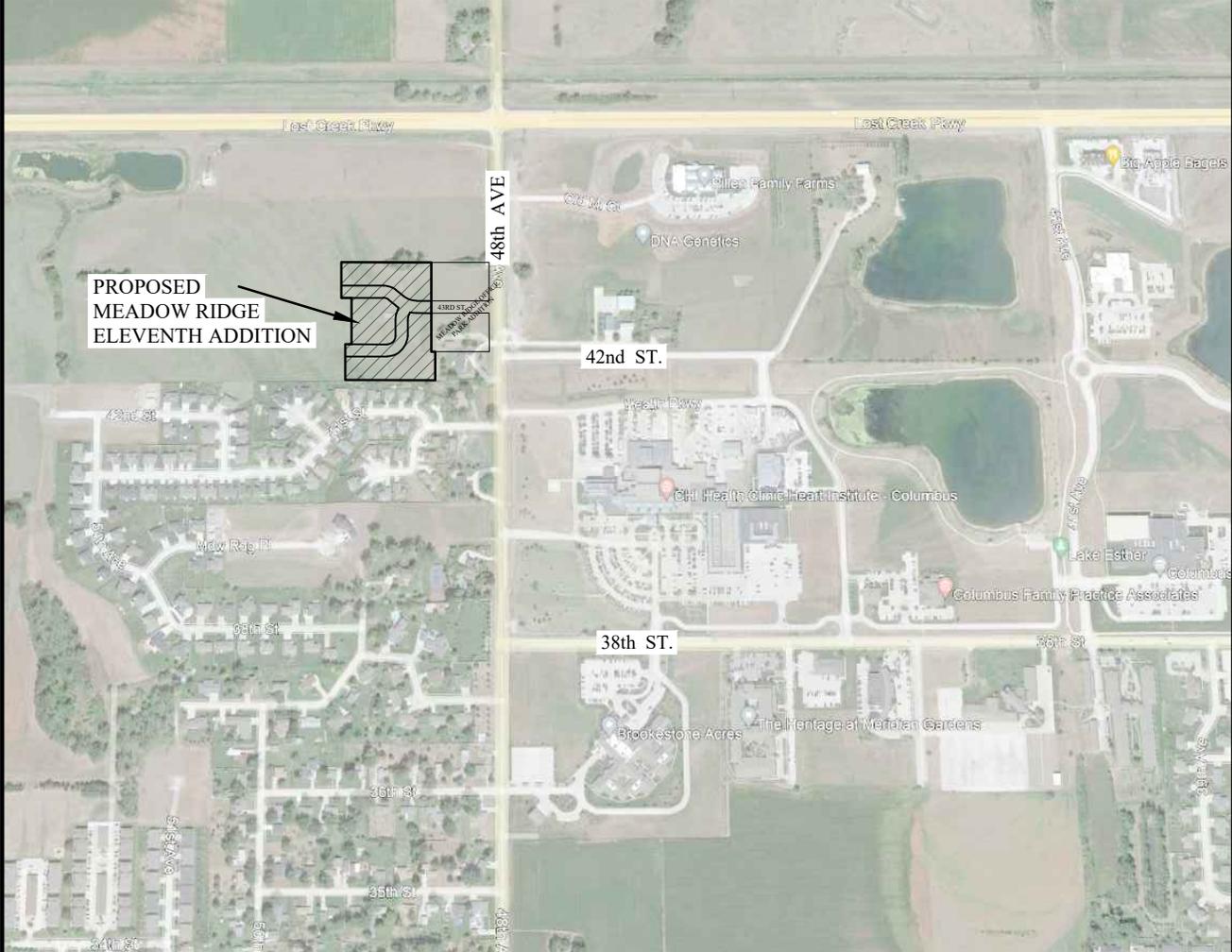
CONCURRENCE:

By: Andrew J. Woehner

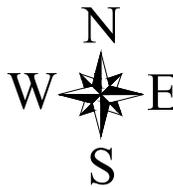
SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]



LOCATION MAP
No Scale



Drawn By: RTK
Date: November 2, 2023
Scale: None
Project Number: S-071-146

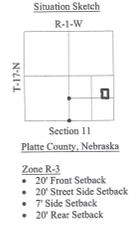
PRELIMINARY PLAT
MEADOW RIDGE ELEVENTH ADDITION
 A Subdivision of Part of the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska.



Drawn By: LRR
 Date: September 29, 2023
 Scale: 1"=40'
 Project Number: S-071-156



- SCALE IN FEET**
- Section Corner Found
 - Property Corner Found
 - Property Corner Set (5/8" x 24" L.B. w/Cap)
 - Calculated Point
 - M Measured Distance
 - R Recorded Distance (TAT) Thomas A. Tremel, LS#455, dated June 16, 2021, September 16, 2021, October 26, 2021.
 - C Calculated Distance

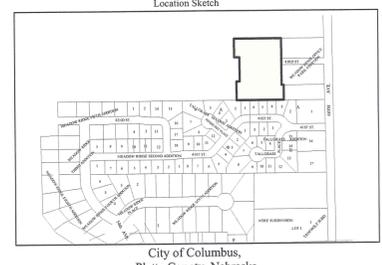


DEVELOPER:
 Meadow Ridge Properties, LLC
 4811 37th Street
 Columbus, NE 68601

ENGINEER:
 John A. Zwingman, PE
 Advanced Consulting Engineering Services, Inc.
 153 W. Washington Street
 West Point, NE 68788
 Phone: 402-372-1923

SURVEYOR:
 Terry L. Schulz, LS
 Advanced Consulting Engineering Services, Inc.
 153 W. Washington Street
 West Point, NE 68788
 Phone: 402-372-1923

Zoning:
 Existing Zone: RR - Rural Residential
 Proposed Zone: R-3 - Multiple-Family Residential



This survey was prepared at the request of Charles Seudschlag, Columbus, Nebraska.

FIELD NOTES

A) Northwest Corner, South 1/2, Southeast 1/4, Section 11, T17N, R1W:
 Found 5/8" Rebar with Plastic Cap as recorded by Thomas A. Tremel, LS #455, October 26, 2021.
 3.00' West to Nail & Disc in Fence Post.
 9.45' North to Nail & Disc in Fence Post.
 On range of fence, West.
 2.5' West to range of Fence, North.

B) Southwest Corner, Southeast 1/4, Section 11, T17N, R1W:
 Found 5/8" Rebar with Aluminum Cap as recorded by Thomas A. Tremel, LS #455, October 26, 2021.
 5.63' West to nail in Top of Fence Post.
 5.4' West to a Cornerstone Post.
 48.05' SSW to "X" Nails in Fence Post.
 30.19' North to 5/8" Iron Rod with Aluminum Cap.
 48.06' South to 5/8" Iron Rod with Aluminum Cap.
 5.2' West to Range of Fence, North-South.

CURVE DATA	LS-550
C1 Rad=100.00'	Chord=45.58'
C2 Rad=100.00'	Chord=21.34'
C3 Rad=100.00'	Chord=26.44'
C4 Rad=160.00'	Chord=16.05'
C5 Rad=160.00'	Chord=16.04'
C6 Rad=130.00'	Chord=18.21'
C7 Rad=130.00'	Chord=32.45'
C8 Rad=70.00'	Chord=27.33'
C9 Rad=100.00'	Chord=35.57'
C10 Rad=100.00'	Chord=24.64'
C11 Rad=100.00'	Chord=32.00'
C12 Rad=100.00'	Chord=21.92'
C13 Rad=100.00'	Chord=45.75'

LEGAL DESCRIPTION

A tract of land located in the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
 Beginning at the Northwest corner of Meadow Ridge Office Park Addition to the City of Columbus, Platte County, Nebraska; thence S 88°05'45" W on the North line of the South 15 acres of the Northwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, 440.00 feet; thence S 02°13'45" E, 175.00 feet; thence N 88°05'45" E, 48.97 feet; thence S 02°13'45" E, 227.02 feet; thence S 88°07'09" W, 30.00 feet; thence S 02°13'45" E, 175.00 feet; thence N 88°07'09" E, 440.00 feet to the Southwest corner of Lot 2, Harry Potter Subdivision to the City of Columbus, Platte County, Nebraska; thence N 02°15'10" W, 139.89 feet to the Northwest corner of said Lot 2; thence S 88°18'38" W on the South line of Lot 2, Block B of said Meadow Ridge Office Park Addition, 18.98 feet to the Southwest corner of said Lot 2, Block B; thence N 02°13'45" W on the West line of said Meadow Ridge Office Park Addition, 437.23 feet to the Point of Beginning, containing 5.56 acres, more or less.

TEMPORARY DRAINAGE EASEMENT #1

A drainage easement located in the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
 Beginning at the Northwest corner of Meadow Ridge Eleventh Addition, located in the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 02°13'45" E on the West line of said Meadow Ridge Eleventh Addition, 175.00 feet; thence N 88°05'45" E, 48.97 feet; thence S 02°13'45" E, 227.02 feet; thence S 88°07'09" W, 30.00 feet; thence S 02°13'45" E, 175.00 feet; thence N 88°07'09" E, 440.00 feet to a point on the North line of the South 15 Acres of the Northwest 1/4 of said Southeast 1/4; thence N 88°05'45" E on said North line, 75.00 feet to the Point of Beginning, containing 1.32 acres, more or less.

TEMPORARY DRAINAGE EASEMENT #2

A drainage easement located in the North 1/2 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
 Commencing at the Northwest corner of Meadow Ridge Eleventh Addition, located in the Northeast 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 88°05'45" E on the North line of the South 15 Acres of the Northwest 1/4 of said Southeast 1/4, 75.00 feet to the Point of Beginning; thence S 02°13'45" E, 227.02 feet; thence S 88°07'09" W, 30.00 feet; thence S 02°13'45" E, 175.00 feet; thence N 88°07'09" E, 440.00 feet to a point on said North line; thence N 88°05'45" E on said North line, 1139.75 feet to the Point of Beginning, containing 0.65 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on September 29, 2023, also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, LS #550 Date: 9-29-2023



COLUMBUS, NEBRASKA PLANNING COMMISSION

This Preliminary Plat of MEADOW RIDGE ELEVENTH ADDITION to the City of Columbus, Nebraska approved by the Planning Commission on this _____ day of _____, 2023.

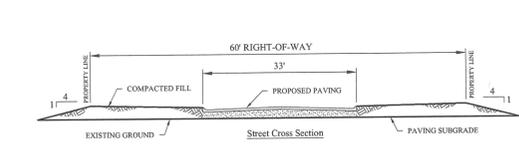
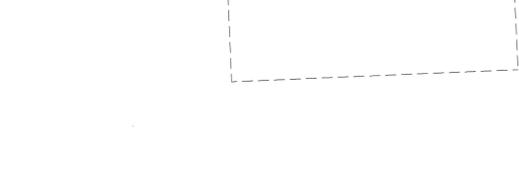
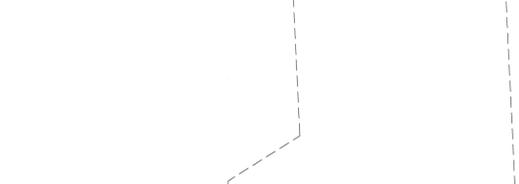
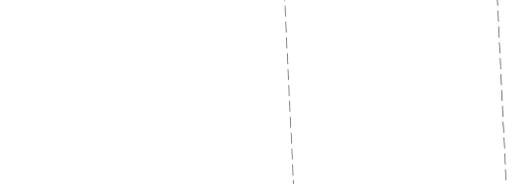
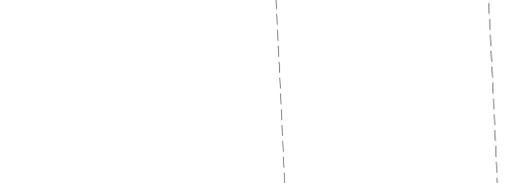
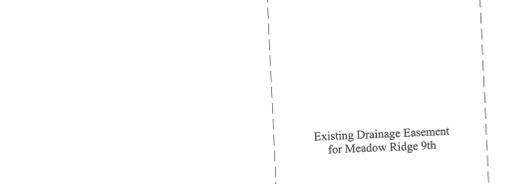
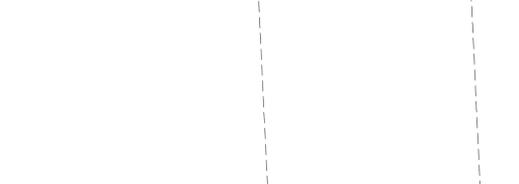
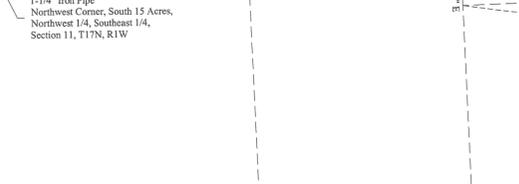
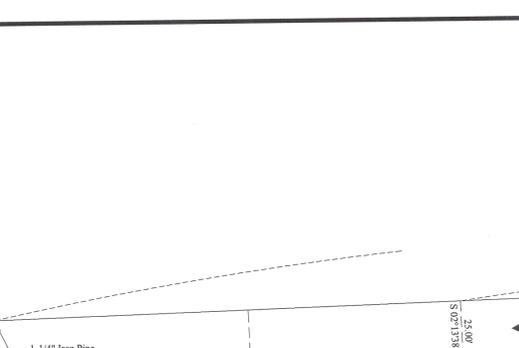
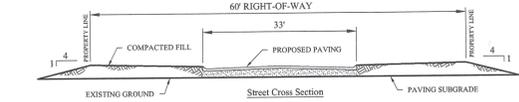
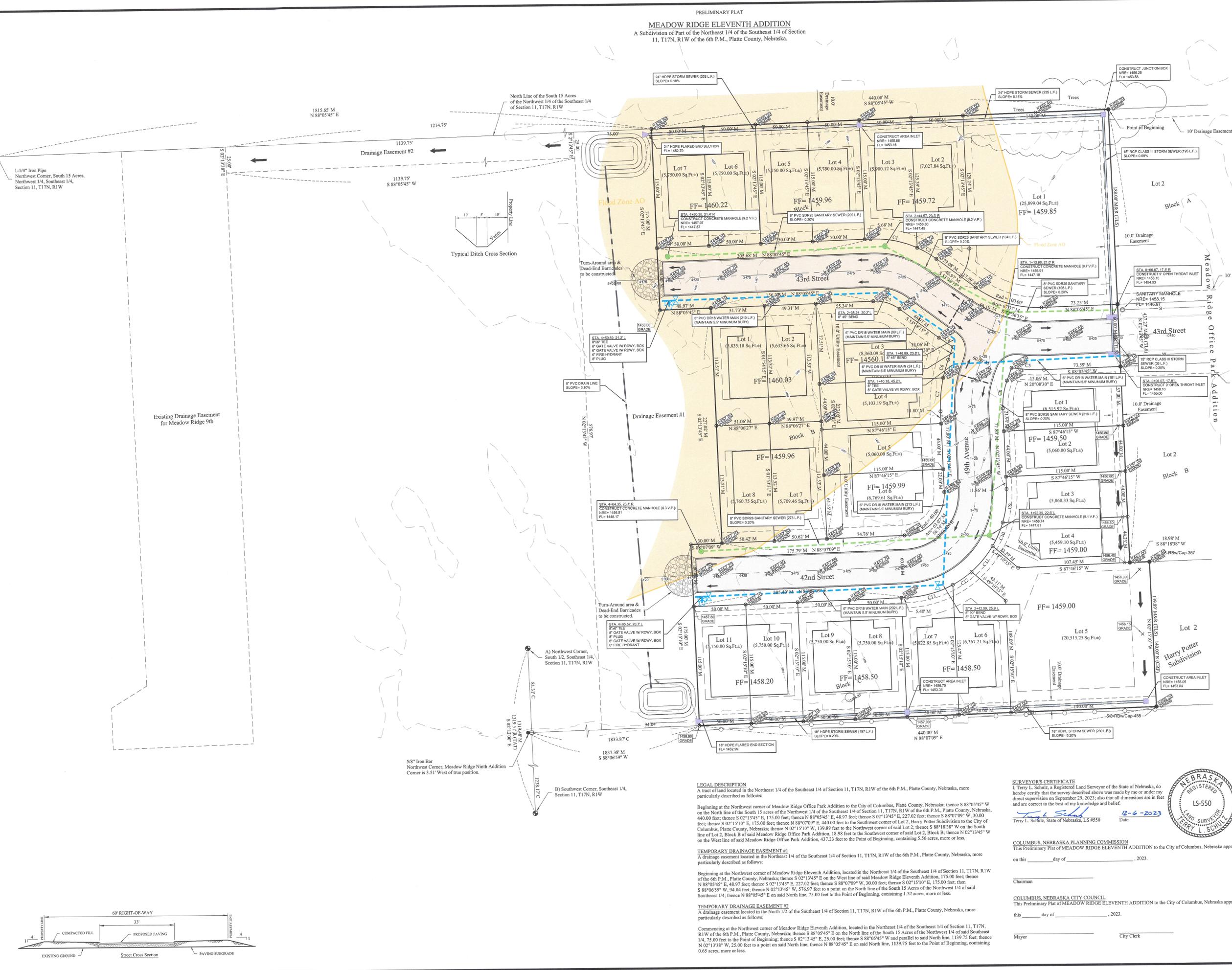
Chairman _____

COLUMBUS, NEBRASKA CITY COUNCIL

This Preliminary Plat of MEADOW RIDGE ELEVENTH ADDITION to the City of Columbus, Nebraska approved by the City Council on this _____ day of _____, 2023.

Mayor _____

City Clerk _____



13.B. Application of Zegar Investment Properties LLC for preliminary plat of Cuzzin's Corner 4th Addition (8th Street north of 10th Avenue). (Continued from November 20, 2023, meeting.) (Planning Commission recommends approval.)

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

DATE: October 18, 2023

NAME OF SUBDIVISION: Cuzzin's Corner 4th Addition

NAME OF PROPERTY OWNER: Zegar Investment Properties, LLC

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Scott Zegar

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 3050 33rd Ave, Suite 10, Columbus, NE 68601

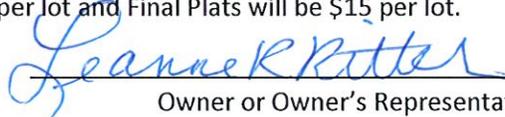
PHONE NUMBER: 402-202-6527

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: scottzegar@gmail.com

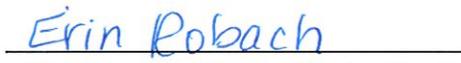
NUMBER OF LOTS IN SUBDIVISION: 5

ADDRESS OF SUBDIVISION: 9th Street & 10th Avenue

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

The City of **Columbus**

MEMORANDUM

DATE: December 5, 2023
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Cuzzin's Corner 4th Addition – Preliminary Plat

RECOMMENDATION:

I recommend the approval of the preliminary plat of Cuzzin's Corner 4th Addition as it is amenable with the adjacent land use and is in accordance with the Columbus Land Development Ordinance.

DISCUSSION:

The addition consists of 5 lots and paving and utility extensions. The developer has elected for each lot to have their own stormwater treatment facility. The property is within the corporate limits.

FISCAL IMPACT:

Minor costs for street and utility maintenance.

ALTERNATIVE:

Do not approve.

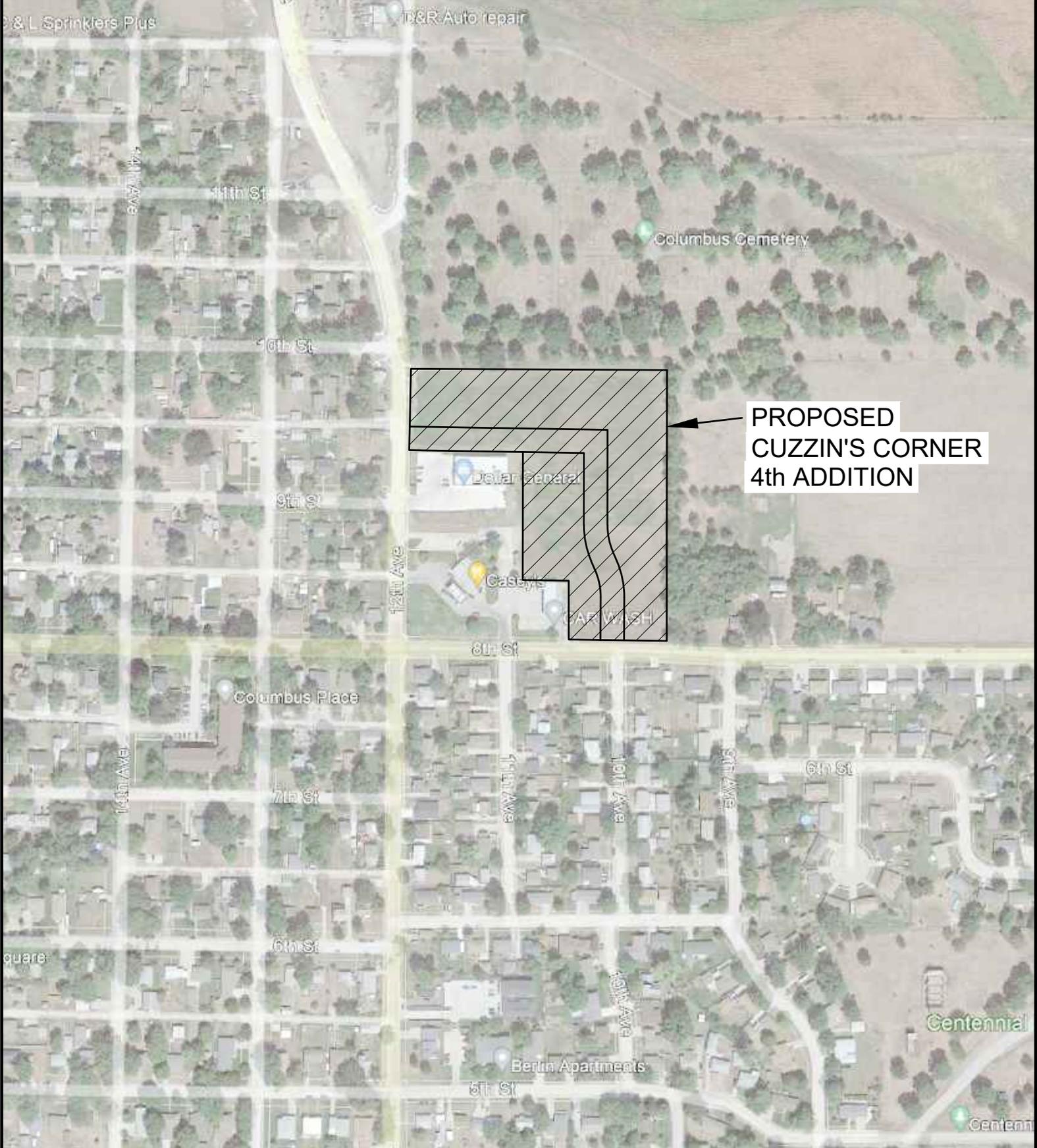
CONCURRENCE:

By: Andrew J. Wischke

SIGNATURE:

By: Richard J. Bogus

Approved By: 



PROPOSED
CUZZIN'S CORNER
4th ADDITION

LOCATION MAP
No Scale

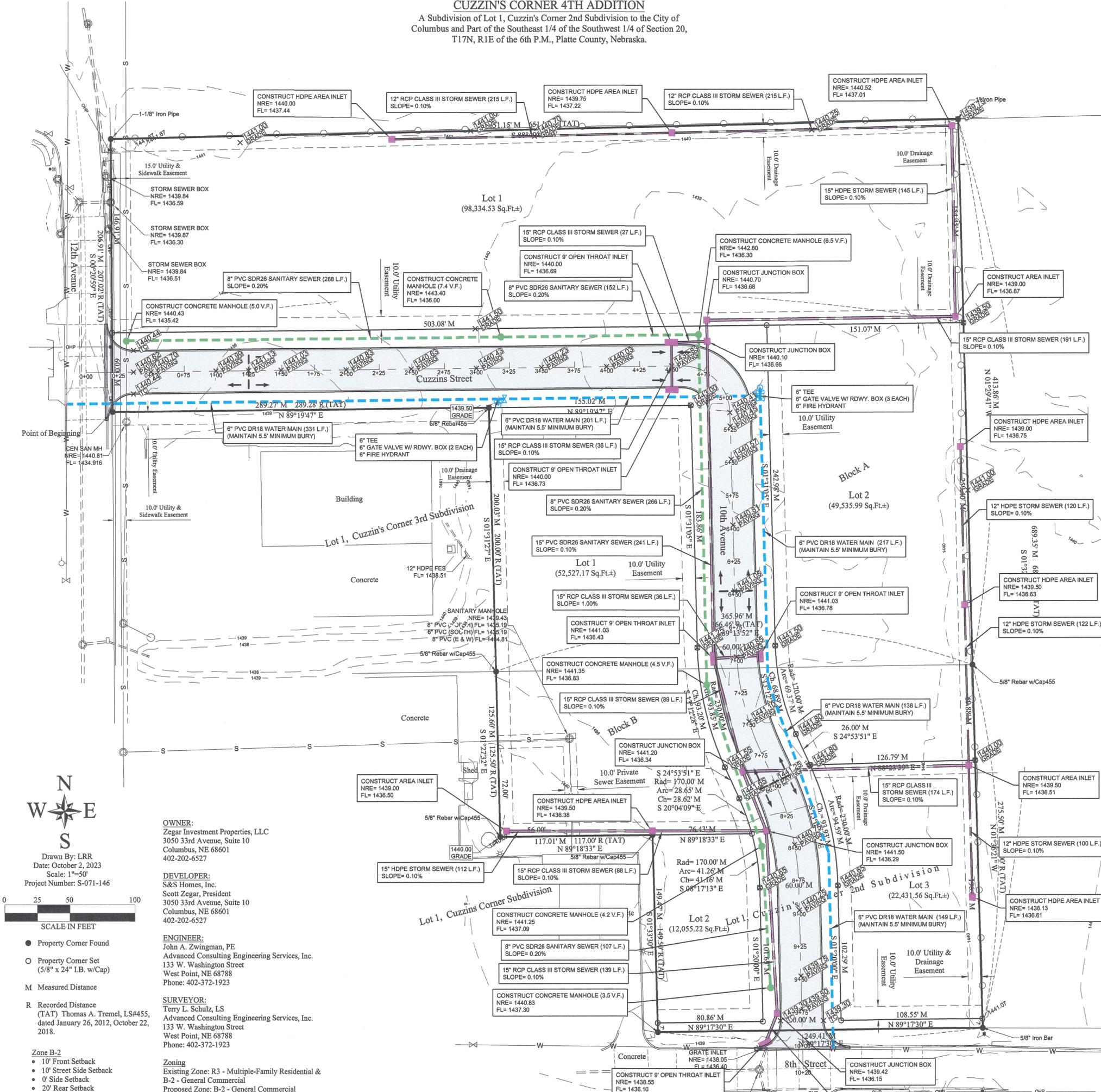


Drawn By: RTK
Date: November 2, 2023
Scale: None
Project Number: S-071-146

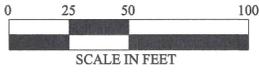
PRELIMINARY PLAT

CUZZIN'S CORNER 4TH ADDITION

A Subdivision of Lot 1, Cuzzin's Corner 2nd Subdivision to the City of Columbus and Part of the Southeast 1/4 of the Southwest 1/4 of Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska.



Drawn By: LRR
Date: October 2, 2023
Scale: 1"=50'
Project Number: S-071-146



- Property Corner Found
 - Property Corner Set (5/8" x 24" I.B. w/Cap)
 - M Measured Distance
 - R Recorded Distance (TAT) Thomas A. Tremel, LS#455, dated January 26, 2012, October 22, 2018.
- Zone B-2**
- 10' Front Setback
 - 10' Street Side Setback
 - 0' Side Setback
 - 20' Rear Setback

OWNER:
Zegar Investment Properties, LLC
3050 33rd Avenue, Suite 10
Columbus, NE 68601
402-202-6527

DEVELOPER:
S&S Homes, Inc.
Scott Zegar, President
3050 33rd Avenue, Suite 10
Columbus, NE 68601
402-202-6527

ENGINEER:
John A. Zwingman, PE
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923

SURVEYOR:
Terry L. Schulz, LS
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923

Zoning
Existing Zone: R3 - Multiple-Family Residential &
B-2 - General Commercial
Proposed Zone: B-2 - General Commercial

LEGAL DESCRIPTION
Lot 1, Cuzzin's Corner 2nd Subdivision to the City of Columbus, Platte County, Nebraska and a tract of land located in the Southeast 1/4 of the Southwest 1/4 of Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of Lot 1, Cuzzin's Corner 3rd Subdivision to the City of Columbus, Platte County, Nebraska; thence N 89°19'47" E on the North line of said Lot 1, 289.27 feet to the Northeast corner of said Lot 1; thence S 01°31'27" E on the East line of said Lot 1, 200.03 feet to the Southeast corner of said Lot 1, said corner also being the Northwest corner of Lot 1, Cuzzin's Corner 2nd Subdivision; thence S 01°27'32" E on the West line of said Lot 1, Cuzzin's Corner 2nd Subdivision, 125.60 feet; thence N 89°18'33" E, 117.01 feet; thence S 01°33'30" E on the West line of said Lot 1, Cuzzin's Corner 2nd Subdivision, 149.47 feet to the Southwest corner of said Lot 1, Cuzzin's Corner 2nd Subdivision; thence N 89°17'30" E on the South line of said Lot 1, Cuzzin's Corner 2nd Subdivision, 249.41 feet to the Southeast corner of said Lot 1, Cuzzin's Corner 2nd Subdivision; thence N 01°36'21" W on the East line of said Lot 1, Cuzzin's Corner 2nd Subdivision, 275.50 feet to the Northeast corner of said Lot 1, Cuzzin's Corner 2nd Subdivision; thence N 01°29'41" W, 413.86 feet; thence S 88°40'00" W, 651.15 feet to a point of the East Right-of-Way Line of 12th Avenue; thence S 00°20'59" E on said East Right-of-Way Line, 206.91 feet to the Point of Beginning, containing 6.75 acres, more or less.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on September 29, 2023; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz
Terry L. Schulz, State of Nebraska, LS #550
Date: 12-6-2023

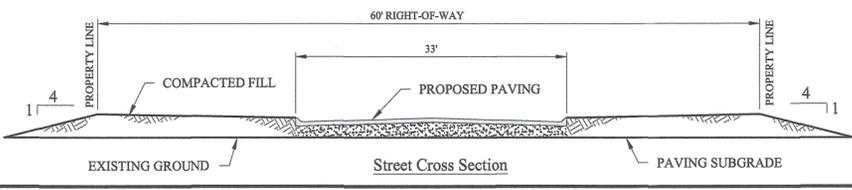


COLUMBUS, NEBRASKA PLANNING COMMISSION
This Preliminary Plat of CUZZIN'S CORNER 4TH ADDITION to the City of Columbus, Nebraska approved by the Planning Commission on this _____ day of _____, 2023.

Chairman _____

COLUMBUS, NEBRASKA CITY COUNCIL
This Preliminary Plat of CUZZIN'S CORNER 4TH ADDITION to the City of Columbus, Nebraska approved by the City Council on this _____ day of _____, 2023.

Mayor _____ City Clerk _____



Stormwater Treatment and Detention Note:
Stormwater treatment and detention to be provided on each lot per City Ordinance.



13.C. Staffing of Charlie Louis Fire Station at 424 8th Street.

**Columbus Fire Department
Memorandum
For Record**

DATE: 14 December 2023

TO: Tara Vasicek, City Administrator

FROM: Ryan Gray, Fire Chief

RE: Staffing of the Charlie Louis Fire Station (Station #2)

RECOMMENDATION:

Provide direction to the fire department as it pertains to the staffing of the Charlie Louis Fire Station (CLS), located at 424 8th Street.

DISCUSSION:

Since starting my time here in March 2022, and assumingly before I arrived, the topic of staffing the CLS has been a topic of discussion and confusion. There have been many questions pertaining to when the station will be staffed and with how many it will be staffed. These questions have increased since the completion of the recent renovations. With these increased questions, I am looking for direction from Council on how we should proceed with a plan for staffing. As such, I will outline my professional opinion on the subject within this memo, and accompanying presentation.

The recent renovations to CLS have provided living quarters for four (4) personnel. In my opinion, four (4) is the absolute minimum number of personnel required to provide both fire and emergency medical services safely and consistently to the City from this station. Unfortunately, due to the nature of our job, the number of personnel required to safely deliver a quality level of service, and the liability of not having a staffing plan that can ensure consistent coverage 24/7, a staffing plan over time is not a viable and safe option. There are many factors that go into staffing a fire station. I believe we have looked at this from a variety of angles, and I am confident that through these thoughts and conversations, this is the only option that makes sense for the fire department.

Over the past few years, the fire department has made significant strides in maximizing our service delivery capabilities. Since 2017, the fire department has grown from 15 full-time firefighters and a part-time Fire Chief to 21 full-time firefighters and a full-time Fire Chief and Assistant Fire Chief. Still with these changes, the fire department faces the daily challenges of staffing. We have seen a steady increase in overlapping calls over the past five (5) years. The fire department personnel do their best to ensure a timely response to all calls we receive, but often their best simply cannot make-up for the lack of personnel immediately available to answer calls.

It is imperative to look at the staffing required at CLS from both the fire and EMS perspective. We currently rely heavily on “from home” responses of our off-duty career staff and reserve staff. Frankly, although we appreciate the efforts of those personnel when they are able

to respond, the reality is, those responses are never guaranteed. “From home” responses will still be needed, but by staffing CLS with a total of 4 people per shift/day, we will ensure that both a fire suppression apparatus and an ambulance are staffed out of that station. This will not only have a significant impact on response times in the primary area of service, but will also decrease the detrimental delays of response to overlapping incidents throughout the city, and provide the additional personnel necessary in the initial stages of fire incidents. We will never be able to completely eliminate response delays, but having the additional personnel on-duty every day will alleviate a majority of those delays.

By hiring the additional 9 personnel, this will bring our total career force assigned to suppression to 30 personnel. This is consistent with our comparable cities of Hastings (27), North Platte (39), Norfolk (31), Fremont (33), and Beatrice (24). Furthermore, it will bring us just outside of the national average of career firefighters to 1,000 residents. The national average is 1.54 to 1.81 career firefighters per 1,000 residents. Hiring these personnel will put us a 1.24 firefighters per 1,000 residents based on a population of 24,125.

NFPA 1710 “Organization and Deployment of Fire Suppression Operations, EMS and Special Operations in Career Fire Department” is a consensus standard used in the fire service and it is applicable to substantially all career fire departments and provides the minimum requirements for resource deployment for fire suppression, while also addressing firefighter occupational health and safety. The standard states that a single-family residential dwelling is a low-hazard structure fire and requires a minimum of 17 firefighters to respond. Currently, we are deploying 6 to 7 career firefighter, 1 chief and average of 3-5 reserves. There are a lot of tasks that are required to be performed during a structure fire, and although structure fires do not occur on a daily basis, when they do occur, we need all the help we can get, especially if there are trapped victims.

Although we will not be able to staff each shift with 17 firefighters due to many different reasons, hiring these additional personnel will show that we are making a concerted effort to do what we can within our constraints. This will not take away the need for reserve firefighters, or replace the value that they bring to our department, but one thing I will point out is, whether we are talking about off-duty career firefighters or our reserve firefighters, the only guaranteed response we will have, is that from the on-duty staff. We simply cannot rely on the individual availability of personnel not at the fire station to meet minimum response standards.

I believe there is a public expectation to fully staff CLS as soon as possible. I am confident in the fire departments assessment of what it would take to do so. It would be our goal, that if this is approved as presented, we would have CLS staffed by June 2024.

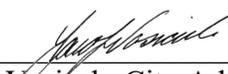
FISCAL IMPACT:

See attached memo from City Administrator Tara Vasicek.

SIGNATURES:



Ryan Gray, Fire Chief



Tara Vasicek, City Administrator



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

MEMORANDUM

DATE: December 11, 2023

TO: Mayor and City Council Members

FROM: Tara Vasicek, City Administrator

RE: Funding Staffing of Charlie Louis Station (CLS)

City Council Members,

As you are all aware the largest operating expenses for the City of Columbus are those expenses related to staffing (wages, insurance, retirement, taxes). My first year in Columbus, 2017, the Fire/Rescue Department had 15 full-time fire fighters and a part-time Chief. Today we have 20 full-time employees at the Department (18 firefighters, Chief and Assistant Chief). The Department has seen significant changes over the last seven years, all of those changes were needed. When the Columbus voters approved the use of sales tax for the construction of main Fire Station, the City committed to also renovating Charlie Louis Station for the future full-time staffing of the second station. At no time did City employees or the City Council give a timeline for the full-time staffing of Charlie Louis station.

The renovation and addition to CLS was completed in the summer of 2023. Within the last couple of months there has been in depth discussions regarding when and how best to provide CLS with full-time staffing. Chief Gray has prepared a memo outlining how many employees he has determined are necessary to safely staff CLS 24/7/365. 12 Full-time employees and the promotion of three employees to Captain. With the finalization of the agreements to provide EMS services to the Columbus Rural and Duncan Rural districts in November of 2023, we were able to add three more full-time positions, increasing the total to 23 full-time staff. This leaves the department needing nine additional full-time employees and three promotions in order to have the sufficient employees to staff two stations at all times.

I was given the task of coming up with options to fund these positions. Over the last month, I have presented a few different options, including adding these new employees over time as revenues grow, adding them in the next fiscal year budget with an increase in general fund revenues, most of that likely falling on property tax, or



adding them immediately which may require using the City's general fund, unrestricted reserves.

I have been directed to move forward with the solve it immediately option. In order for the city to add nine additional employees and make three promotions to Captain at the Fire Department now, significant consideration needs to be taken. The greatest of these is, if the elected officials choose to move forward with this increase in personnel now, they are also committing to this personnel increase being the #1 priority of the City of Columbus' budget for the next one to three fiscal years until natural growth in general fund revenues grows to meet these new perpetual expenses AND any reimburses any use of the unrestricted, general fund reserves that are expended for this purpose. It should be noted, in the last seven years the Department's full-time staff has grown by 53%, or 7.6% annually. This combined with a period of years with record high inflation has put a strain on the City's general fund budget. This is why it is imperative that the Mayor and City Council fully commit to hold all other growth in spending until general fund revenues increase.

Costs to add staffing at Charlie Louis:

Year	1	2	3	4
9 Employees	\$963,179	\$992,075	\$1,021,837	\$1,052,492
3 Promotions	\$48,405	\$49,857	\$51,352	\$52,893
<u>Additional Expense:</u>	<u>\$1,011,584</u>	<u>\$1,041,932</u>	<u>\$1,073,189</u>	<u>\$1,105,385</u>
Total Cost of				
Staffing CLS	\$1,332,644	\$1,372,623	\$1,413,802	\$1,456,216

If the City Council decides to add the 9 additional positions and the 3 promotions during this fiscal year, it may require the use of general fund unrestricted reserves during this fiscal year. Using reserves is NOT a long-term sustainable solution to staffing CLS. The City Council must commit to using all natural growth in general fund revenues over the next 1 – 3 future fiscal years to cover this added expense and reimburse any reserves expended. If the city of Columbus does not follow through with this commitment, the City's general fund, unrestricted reserves will be depleted and this will negatively impact the City's financial position. Currently the City has approximately \$10 Million in GF unrestricted reserves. **Reserves cannot be a long-term solution.**

Concurrence: Heather Lindsley
Heather Lindsley, Finance Director



Staffing of Charlie Louis Fire Station





Current Staffing of the CFD

- 1 Fire Chief
- 1 Assistant Fire Chief
 - Monday-Friday 8:00 to 5:00
 - Rotate on-call schedule for after-hours
- 3 Captains
- 18 Firefighters
 - Assigned to Fire Headquarters (4630 Howard Blvd.)
 - 1 Captain & 6 Firefighters



Current Staffing of the CFD

- Three Shifts (A, B, & C)
- 24 hours on-duty followed by 48-hours off-duty
- Each shift has the following personnel assigned:
 - 1 Captain
 - 6 Firefighters
- 1 person per day is allowed to be off, making our minimum staffing level 6 per day.



Current Staffing Deployment of the CFD

- Personnel Deployment with all 7 personnel on-duty
 - 1 Captain & 2 Firefighters assigned to Fire Suppression (Engine)
 - 4 Firefighters assigned to two ambulances (2 per ambulance)
- Personnel Deployment with 6 personnel on-duty
 - 1 Captain & 3 Firefighters assigned to Fire Suppression (Engine)
 - 2 Firefighters assigned to one ambulance
- Only Fire Headquarters is currently staffed 24/7/365



Required Staffing for Charlie Louis

- The Charlie Louis Fire Station (Station #2) will require the following complement of personnel to be safely and consistently staffed 24/7/365
 - 1 Captain & 3 Firefighters
 - 1 Captain & 1 Firefighter will be assigned to Fire Suppression (Engine)
 - 2 Firefighters will be assigned to an ambulance
- The staffing at Charlie Louis will not fall below 4 per day, as that is the absolute minimum required to provide safe and efficient Fire and EMS services.
- We will not increase the number of personnel allowed off per day, and if a Station 2 employee takes the day off, another employee from Headquarters will move over to fill the vacancy for the shift.



Required Staffing for Charlie Louis

- To staff Charlie Louis, we will need to hire **9** additional firefighters and promote **3** firefighters to Captain.
- This will take our overall staff assigned to operations to:
 - 6 Captains
 - 24 Firefighters
- Our overall totals for the fire department will be 32 personnel:
 - 30 assigned to operations (10 per shift)
 - 2 assigned to administration (Fire Chief & Assistant Chief)



Comparability

- The Columbus Fire Department currently has the lowest overall staffing levels of those assigned to operations at 21 employees.
 - Beatrice (24)
 - Hastings (27)
 - Norfolk (31)
 - Fremont (33)
 - North Platte (39)
- The national average of career firefighters per 1,000 residents is 1.54 to 1.81 per the NFPA US Fire Department Profile 2020.
- Currently, CFD has .74 career firefighters per 1,000 residents.
- If we were to hire the additional 9 personnel, we would have 1.24 career firefighters per 1,000 residents.



General Considerations

- The Columbus Fire Department can only house 12 personnel daily between the two stations (8 @ Headquarters, 4 @ Station 2)
- Overlapping calls cause delays in immediate responses, sometimes significant. From 2018 to 2022, the CFD has seen a 62.63% increase in overlapping calls. Starting at 198 in 2018 to 322 in 2022.
- In that same time frame, CFD has seen a 14.58% increase in total responses. From 2009 calls in 2018 to 2302 calls in 2022.
- As of December 1, 2023, CFD has had **300** overlapping calls and **2036** total responses.



Primary Units Unavailable in 2022

- In 2022, our primary units were unavailable for the times below due to being assigned to calls.
 - Engine 1 (primary fire suppression apparatus)
 - 33.43 days
 - 802.35 hours
 - Medic 1 (primary ambulance, was out of service for repairs for approx. 6 months)
 - 29.03 days
 - 696.73 hours
 - Medic 12 (secondary ambulance, spent approx. 6 months as primary)
 - 23.12 days
 - 554.77 hours



Relevant Standards

- National Fire Protection Association (NFPA) 1710 “Organization and Deployment of Fire Suppression Operations, EMS and Special Operations in Career Fire Departments”
 - Consensus standard used across the nation to outline the minimum requirements for resource deployment, while addressing firefighter occupational health and safety. Is NOT law.
 - The standard categorizes structure fires into three hazard levels, and outlines the minimum number of personnel to respond to each.
 - “Low Hazard”- Single Family Residential
 - “Medium Hazard”-Three-story apartments or strip malls
 - “High Hazard”-High-rise and large commercial structures



Fire Ground Assignments & Personnel Deployment per NFPA 1710

Fireground Tasks	Number of Personnel Required
Incident Command	1
Establishing Water Supply	1
Fire Attack w/ 2 Handlines	4
Fire Attack Support Team	2
Search & Rescue	2
Exterior Ventilation & Access	2
Aerial Operator	1
Rapid Intervention Team (FF Rescue)	4
Total Personnel Required	16 (17 if aerial device is being used)

This chart shows a breakdown of fireground assignments for a low-hazard structure fire. Additional personnel would be required for medium and high hazards.



Projected Timeline (If approved)

- **Application period (January 1st through 31st)**
 - Would close the application period once we receive 20 applicants or the 1-month period has passed.
- **Practice Physical Agility Test (February 5th through 9th)**
- **Civil Service & Physical Agility Testing (February 12th through 16th)**
- **Civil Service Interviews (February 19th through 23rd)**
- **Civil Service List Approved by City Council (March 4th)**
- **Panel & Chief's Interviews (March 5th through 8th)**
- **Conditional Offers (March 11th through 15th)**
- **Conditional Appointment by Mayor and Council (March 18th)**
- **Pre-employment physical, drug screening and background checks (March 19th through April 2nd)**
- **Start Date (April 15th)**



Projected Timeline (If approved)

- EMT will be a requirement to be hired and preference given to those who also are certified as Firefighter I.
- New employees will start with CFD on or about April 15, 2024 and participate in an accelerated orientation of approximately 3 weeks.
- During this time, we will work with the new employees to ensure competency in basic fireground and EMS skills.
- We will also attempt to have them ride with on-duty crews during this time.



Questions?



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

14. RESOLUTIONS

14.A. Resolution No. R23-165 approving leases to hangar aircraft with Brian Aerni; David L. Andelt; Caviation LLC; Fly-X LLC and Urban Cowboy Aviation LLC; G.I.C., Inc.; Ignite Aero LLC; Steve E. Larson; Bradford Kurt Muhle; Duayne Muhle; James C. Murphy and Susan E. Murphy; NICOR, Inc.; Donna M. Person; Platte Valley Air LLC; Calvin Preston; RTT Aviation LLC and LD Bronson, Inc.; Sky Roamers LLC; Douglas J. and Randi L. Williams; and Yellow Airplane LLC. (Board of Airport Commissioners recommends approval.)

DRAFT

RESOLUTION NO. R23-165

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LEASES TO HANGAR AIRCRAFT WITH BRIAN AERNI; DAVID L. ANDELT; CAVIATION LLC; FLY-X LLC AND URBAN COWBOY AVIATION LLC; G.I.C., INC.; IGNITE AERO LLC; STEVE E. LARSON; BRADFORD KURT MUHLE; DUAYNE MUHLE; JAMES C. MURPHY AND SUSAN E. MURPHY; NICOR, INC.; DONNA M. PERSON; PLATTE VALLEY AIR LLC; CALVIN PRESTON; RTT AVIATION LLC AND LD BRONSON, INC.; SKY ROAMERS LLC; DOUGLAS J. AND RANDI L. WILLIAMS; AND YELLOW AIRPLANE LLC AT THE COLUMBUS MUNICIPAL AIRPORT.

WHEREAS, the Board of Airport Commissioners authorized the preparation and execution of these leases to hangar aircraft.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the leases to hangar aircraft with Brian Aerni; David L. Andelt; CAVIATION LLC; Fly-X LLC and Urban Cowboy Aviation LLC; G.I.C., Inc.; Ignite Aero LLC; Steve E. Larson; Bradford Kurt Muhle; Duayne Muhle; James C. Murphy and Susan E. Murphy; NICOR, Inc.; Donna M. Person; Platte Valley Air LLC; Calvin Preston; RTT Aviation LLC and LD Bronson, Inc.; Sky Roamers LLC; Douglas J. and Randi L. Williams; and Yellow Airplane LLC at the Columbus Municipal Airport, copies of which are attached hereto and incorporated herein by this reference, are 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 1st day of January, 2024, 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 BRIAN AERNI (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-1 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of One Thousand Two Hundred Dollars (\$1,200). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Six Hundred Dollars (\$600), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.
 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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>3383H</u>	N _____
Make <u>Piper</u>	Make _____
Model <u>Warrior</u>	Model _____
No. of Engines <u>1</u>	No. of Engines _____
Year <u>1981</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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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.
16. **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.

17. **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.

18. **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.

19. **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): Brian Aerni
Attn: _____
916 53rd st
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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

Brian Aerni 11/21/2023
Signature Date

Signature Date

Brian Aerni
Printed Name

Printed Name

916 53rd St
Address

Address

402-276-0376
Phone Number

Phone Number

brian@a180r.net
Email

Email

APPROVED AS TO FORM:

My
CITY ATTORNEY

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2024, 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 DAVID L. ANDELT (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1240SW 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 SUM:** Lessee(s) shall pay to City an annual sum of One Thousand One Hundred Forty Dollars (\$1,140). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Five Hundred Seventy Dollars (\$570), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.
 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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>19508</u>	N _____
Make <u>Cessna</u>	Make _____
Model <u>150</u>	Model _____
No. of Engines <u>1</u>	No. of Engines _____
Year <u>1974</u>	Year _____
No. of Seats <u>2</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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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.
16. **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.

17. **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.

18. **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.

19. **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): David Andelt

Attn:

11028 Twenty Mile Rd Apt 207
Parker CO, 80134

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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

David Andelt 12-3-23
Signature Date

Signature Date

David Andelt
Printed Name

Printed Name

11028 Twenty Mile Rd Apt 207 Parker CO 80134
Address

Address

402-276-4060
Phone Number

Phone Number

andelt_aviation@hotmail.com
Email

Email

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 1st day of January, 2024, 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 CAVIATION, LLC (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1240NE 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 SUM:** Lessee(s) shall pay to City an annual sum of One Thousand One Hundred Forty Dollars (\$1,140). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Five Hundred Seventy Dollars (\$570), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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>7939W</u>	N _____
Make <u>Piper</u>	Make _____
Model <u>PA-28-180</u>	Model _____
No. of Engines <u>1</u>	No. of Engines _____
Year <u>1964</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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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.
16. **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.

17. **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.
18. **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.
19. **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

CAVIATION, LLC Lessee(s): CAVIATION, LLC
Robert F. Cruise Attn: Robert F. Cruise, member
3120 36th St. 3120 36th St
Columbus, NE 68601 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.

20. **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)'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).

21. 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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Vice-Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)



Signature Date 12/14/23

Signature Date

Robert F. Cruise

Printed Name member

Printed Name

3120 36th St

Address Columbus, NE 68601

Address

(402) 564-5227

Phone Number

Phone Number

rfc@crise-associates.com

Email

Email

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 1st day of January, 2024, 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 FLY-X, LLC AND URBAN COWBOY AVIATION, LLC (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1406E at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of Two Thousand Eight Hundred Eighty Dollars (\$2,880). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of One Thousand Four Hundred Forty Dollars (\$1,440), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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 5029D
Make Cessna
Model 180
No. of Engines 1
Year 1958
No. of Seats 2

N 550JR
Make Beechcraft
Model Bonanza
No. of Engines 1
Year 1990
No. of Seats 4

N 751TS
Make ~~RV-8~~ VAN
Model RV-8
No. of Engines 1
Year 2006
No. of Seats 2

N _____
Make _____
Model _____
No. of Engines _____
Year _____
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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.

12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.
13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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.

16. **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.
17. **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.
18. **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.
19. **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): Urban Cowboy Aviation LLC
Attn: Adam Kluck
585 Rd 4
Richland, NE 68601

- Lessee(s):

FLY-X LLL
Attn: CHUCK SAUNDERS
P.O. BOX 1707
COLUMBUS NE 68602

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.

20. **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)'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).

21. **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).

22. **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.

23. **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.

24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.

25. **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.

26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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

Airport Manager Date

Chair Date

Executed by:

CITY OF COLUMBUS, NEBRASKA

Attest:

Mayor Date

City Clerk

LESSEE(S)

Urban Cowboy Aviation LLC 11/17/23
Signature [Signature] Date

FLY-Y LLC 11/29/23
Signature [Signature] Date

Urban Cowboy Aviation LLC by Adam Kluck
Printed Name

FLY-Y LLC BY CHARLES SAUNDERS
Printed Name

585 Rd 4 Richland NE
Address 68601

PO BOX 1707 COLUMBUS NE 68602
Address

402-910-6708
Phone Number

402 563-4443
Phone Number

Adam@Kluckfeedlot.com
Email

chuck@sauusa.com
Email

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2024, 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 G. I. C., INC. (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1240NW 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 SUM:** Lessee(s) shall pay to City an annual sum of One Thousand One Hundred Forty Dollars (\$1,140). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Five Hundred Seventy Dollars (\$570), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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>81F</u>	N <u>2863P</u>
Make <u>Piper</u>	Make <u>Piper</u>
Model <u>J-3</u>	Model <u>Archer</u>
No. of Engines <u>1</u>	No. of Engines <u>1</u>
Year <u>1944</u>	Year <u>1978</u>
No. of Seats <u>2</u>	No. of Seats <u>4</u>

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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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 hanging aircraft.
16. **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.

17. **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.

18. **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.

19. **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): GIC Inc
Attn: Scott Grosh
114 N 67th St
ONEILL, NE 68763

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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

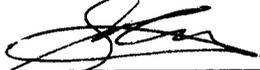
CITY OF COLUMBUS, NEBRASKA

Attest:

Mayor Date

City Clerk

LESSEE(S)

 11-17-23
Signature Date

Signature Date

Scott Grosch
Printed Name

Printed Name

114 N 6th ST ONEILL NE
Address

Address

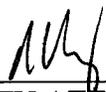
336-1438
402-340
Phone Number

Phone Number

scott@groschirrigation.com
Email

Email

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 1st day of January, 2024, 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 IGNITE AERO, LLC (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-4 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of One Thousand Two Hundred Dollars (\$1,200). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Six Hundred Dollars (\$600), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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>4376B</u>	N	_____
Make	<u>Taylorcraft</u>	Make	_____
Model	<u>DC6-65 (L-2m)</u>	Model	_____
No. of Engines	<u>1</u>	No. of Engines	_____
Year	<u>1943</u>	Year	_____
No. of Seats	<u>2</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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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 hanging aircraft.
16. **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.

17. **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.

18. **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.

19. **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): Ignite Aero LLC
Attn: Mike Hennrik
413 Bryan St
Clarkson, NE 68629

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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

 11/25/23
Signature Date

Signature Date

Michael P Henning G. Igniello
Printed Name

Printed Name

418 Bryan St. Clarkson NE
Address

Address

(402) 750-2984
Phone Number

Phone Number

JP8462@gmail.com
Email

Email

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 1st day of January, 2024, 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 STEVE E. LARSON (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1412N at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of One Thousand Five Hundred Dollars (\$1,500). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Seven Hundred Fifty Dollars (\$750), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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>9771L</u>	N _____
Make <u>Beechcraft</u>	Make _____
Model <u>Sundowner</u>	Model _____
No. of Engines <u>1</u>	No. of Engines _____
Year <u>1972</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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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.
16. **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.

17. **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.

18. **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.

19. **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): Steve Larson
Attn: _____
3310 29 Street
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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

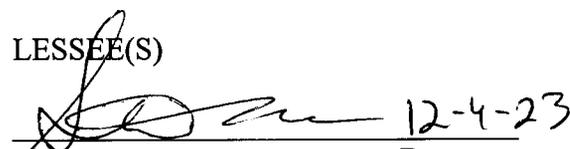
Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)


Signature Date

Signature Date

Steve Larson

Printed Name

Printed Name

3310 29 Street

Address Columbus NE 68601

Address

402-910-5669

Phone Number

Phone Number

slarsun@neb.rr.com

Email

Email

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 1st day of January, 2024, 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 BRADFORD KURT MUHLE (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1406W at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of Two Thousand Eight Hundred Eighty Dollars (\$2,880). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of One Thousand Four Hundred Forty Dollars (\$1,440), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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>62700</u>	N <u>2183K</u>
Make <u>Vultee</u>	Make <u>Nanchang</u>
Model <u>BT13</u>	Model <u>C56</u>
No. of Engines <u>1</u>	No. of Engines <u>1</u>
Year <u>1941</u>	Year <u>1943</u>
No. of Seats <u>2</u>	No. of Seats <u>2</u>

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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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 hanging aircraft.
16. **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.

17. **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.

18. **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.

19. **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): B. Kurt Muhle
Attn: _____
31345-175 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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

B. Kurt Muhle 11/18/23
Signature Date

Signature Date

B. Kurt Muhle
Printed Name

Printed Name

31345 - 175th Ave.
Address Columbus, NE 68601

Address

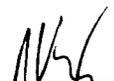
402-910-3450 / 402-564-7763
Phone Number

Phone Number

bkmuhle@gmail.com
Email

Email

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 1st day of January, 2024, 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 DUAYNE MUHLE (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-6 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of One Thousand Two Hundred Dollars (\$1,200). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Six Hundred Dollars (\$600), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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>32BN</u>	N <u>910TP</u>
Make <u>NORTHON</u>	Make <u>VANS</u>
Model <u>CHRISTEN EAGLE TWO</u>	Model <u>RV6</u>
No. of Engines <u>ONE</u>	No. of Engines <u>ONE</u>
Year <u>1986</u>	Year <u>1997</u>
No. of Seats <u>TWO</u>	No. of Seats <u>TWO</u>

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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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.
16. **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.

17. **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.

18. **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.

19. **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): *Dwight Muehl*
Attn: *2765 1st 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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

Dwayne K Muhl 11-20-2023
Signature Date

Signature Date

DWAYNE K MUHL 11-20-2023
Printed Name

Printed Name

2765 1ST AVE
Address

Address

402-942-1020
Phone Number

Phone Number

dmuhl@citylink.net
Email

Email

APPROVED AS TO FORM:

AV
CITY ATTORNEY

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either “Agreement” or “Lease”) made effective as of this 1st day of January, 2024, 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 JAMES C. MURPHY & SUSAN E. MURPHY (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-7 at Columbus Municipal Airport (herein referred to as “Hangar” or “Premises”). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of One Thousand Two Hundred Dollars (\$1,200). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Six Hundred Dollars (\$600), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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>90356</u>	N _____
Make <u>Globe Swift</u>	Make _____
Model <u>GC-1B</u>	Model _____
No. of Engines <u>1</u>	No. of Engines _____
Year <u>1946</u>	Year _____
No. of Seats <u>2</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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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.
16. **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.

17. **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.

18. **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.

19. **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): James & Susan Murphy
Attn: _____
2458 23rd 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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

James C. Murphy 12/1/23
Signature Date

Susan E. Murphy 12/1/23
Signature Date

JAMES C. Murphy
Printed Name
2458 23rd Ave
Columbus, NE 68601
Address

Susan E. Murphy
Printed Name
2458 23rd Avenue
Columbus NE 68601
Address

402-563-1587
Phone Number

402 563-1587
Phone Number

jc.murph@frontier.com
Email

jc.murph@frontier.com
Email

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 1st day of January, 2024, 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 NICOR, INC. (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1412W at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of Three Thousand Three Hundred Sixty Dollars (\$3,360). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of One Thousand Six Hundred Eighty Dollars (\$1,680), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.
 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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 hanging of the following aircraft:

N	<u>8426N</u>	N	_____
Make	<u>BEECHCRAFT</u>	Make	_____
Model	<u>E33A</u>	Model	_____
No. of Engines	<u>1</u>	No. of Engines	_____
Year	<u>1968</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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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.
16. **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.

17. **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.

18. **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.

19. **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): DISCOR INC,
Attn: MARK EEARHART
5416 W MEADOW AR
Columbus, NE 68201

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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

Mark Gearhart *11/20/23*
Signature Date

Signature Date

NICOR INC Mark Gearhart
Printed Name

Printed Name

5416 W MEADOW DR
Address

Address

4029100524
Phone Number

Phone Number

MEFA49@gmail.com
Email

Email

APPROVED AS TO FORM:

MU

CITY ATTORNEY

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either “Agreement” or “Lease”) made effective as of this 1st day of January, 2024, 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 DONNA M. PERSON (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-8 at Columbus Municipal Airport (herein referred to as “Hangar” or “Premises”). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of One Thousand Two Hundred Dollars (\$1,200). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Six Hundred Dollars (\$600), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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>7357C</u>	N _____
Make <u>Cessna</u>	Make _____
Model <u>T210N</u>	Model _____
No. of Engines <u>1</u>	No. of Engines _____
Year <u>1980</u>	Year _____
No. of Seats <u>6</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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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 hanging aircraft.
16. **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.

17. **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.

18. **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.

19. **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): Donna Person
~~Attn:~~ _____
2722 30th St.
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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

Donna M. Person 12-5-2023
Signature Date

Signature Date

Donna M. Person
Printed Name

Printed Name

2722 - 30 St.
Address

Address

home 531-230-1595
cell 402-910-0269
Phone Number

Phone Number

Donna mae person@yahoo.com
Email

Email

APPROVED AS TO FORM:

AVZ
CITY ATTORNEY

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2024, 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 PLATTE VALLEY AIR, LLC (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-9 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of One Thousand Two Hundred Dollars (\$1,200). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Six Hundred Dollars (\$600), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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>1914</u>	N _____
Make <u>Beechcraft</u>	Make _____
Model <u>V35 Bonanza</u>	Model _____
No. of Engines <u>1</u>	No. of Engines _____
Year <u>67</u>	Year _____
No. of Seats <u>5</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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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 hanging aircraft.
16. **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.

17. **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.

18. **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.

19. **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): Platte Valley Air, LLC
Attn: Duane Ohlrich
P.O. Box 621
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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

[Signature] 12/4/23
Signature Date

Signature Date

Deane Ohlrich Member Platte Valley Air, LLC
Printed Name

Printed Name

P.O. Box 621 Columbus, NE
Address

Address

C (402) 276-1293
Phone Number

Phone Number

ohlrich@industrial-systems-supply.com
Email

Email

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2024, 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 CALVIN PRESTON (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-2 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of One Thousand Two Hundred Dollars (\$1,200). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Six Hundred Dollars (\$600), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.
 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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>2267P</u>	N _____
Make <u>Vans RV</u>	Make _____
Model <u>RV-7</u>	Model _____
No. of Engines <u>1</u>	No. of Engines _____
Year <u>2019</u>	Year _____
No. of Seats <u>2</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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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.
16. **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.

17. **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.

18. **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.

19. **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):
Attn: Calvin Preston
5014 41st street
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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

Calvin L. Preston Nov 27, 2023
Signature Date

Signature Date

Calvin L Preston
Printed Name

Printed Name

5014 41st street Columbus, NE
Address

Address

(402) 276-8047
Phone Number

Phone Number

corp - 22@hotmail.com
Email

Email

APPROVED AS TO FORM:

AV
CITY ATTORNEY

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2024, 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 RTT AVIATION, LLC AND LD BRONSON, INC. (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1315 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of Two Thousand Four Hundred Dollars (\$2,400). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of One Thousand Two Hundred Dollars (\$1,200), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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 80214
Make Cessna
Model 172 M
No. of Engines 1
Year 1975
No. of Seats 4

N 47833
Make Piper
Model PA28-161
No. of Engines 1
Year 1978
No. of Seats 4

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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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 hanging aircraft.
16. **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.

17. **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.

18. **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.

19. **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): LD Bronson Inc.
Attn: Logan Bronson
3494 23rd Ave
Columbus, NE 68601

- Lessee(s): RTT Aviation
Attn: Brad Keyes
2456 54th 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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.

29. **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

Airport Manager Date

Chair Date

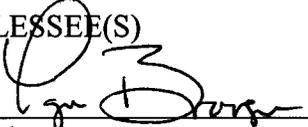
Executed by:

CITY OF COLUMBUS, NEBRASKA

Attest:

Mayor Date

City Clerk

LESSEE(S)
 11/17/23

Signature Date

 11/21/2023

Signature Date

LOGAN BRONSON

Printed Name

Bradley S. Keyes

Printed Name

3494 23rd Ave

Address

2456 54th Ave

Address

402-562-0932

Phone Number

402-649-5786

Phone Number

bronsonremax@gmail.com

Email

redline-motorsports74@yahoo.com

Email

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 1st day of January, 2024, 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 SKY ROAMERS, LLC (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-3 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of One Thousand Two Hundred Dollars (\$1,200). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Six Hundred Dollars (\$600), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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>80426</u>	N _____
Make <u>Cessna</u>	Make _____
Model <u>172</u>	Model _____
No. of Engines <u>1</u>	No. of Engines _____
Year <u>1976</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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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 hanging aircraft.
16. **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.

17. **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.

18. **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.

19. **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): Sky Roamers, LLC
Attn: James C. Murphy
P.O. Box 144
Columbus, NE 68602-0144

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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S) *Sky Roomers, LLC*

James C. Murphy *12/1/23*
Signature Date

Signature Date

JAMES C. Murphy
Printed Name

Printed Name

P.O. Box 144, Columbus, NE
Address *68602-0144*

Address

402-563-1587
Phone Number

Phone Number

jc.murph@frontier.com
Email

Email

APPROVED AS TO FORM:

[Signature]

CITY ATTORNEY

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2024, 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 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 hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of One Thousand One Hundred Forty Dollars (\$1,140). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Five Hundred Seventy Dollars (\$570), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.
 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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.
16. **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.

17. **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.

18. **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.

19. **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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

Doug Williams 12/5/23
Signature Date

Randi L. Williams 12/5/23
Signature Date

DOUG WILLIAMS
Printed Name

Randi L. Williams
Printed Name

3268 37TH AVE, COLUMBUS
Address

3268 37TH AVE, COLUMBUS
Address

402-276-1475
Phone Number

402-564-9880
Phone Number

doug@amechron-son.com
Email

dugnran@gmail.com
Email

APPROVED AS TO FORM:

MVZ
CITY ATTORNEY

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2024, 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 YELLOW AIRPLANE LLC (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 Lessee(s) the exclusive privilege of using the space in Hangar No. 1412S at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of One Thousand Three Hundred Eighty Dollars (\$1,380). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Six Hundred Ninety Dollars (\$690), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

 - (B) **RENTAL SUM 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 annual sum and 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 annual sum and 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 annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum 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 sum when due, City may serve a fifteen (15) day notice to Lessee(s) 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>74 Sm</u>	N _____
Make <u>Cessna</u>	Make _____
Model <u>182</u>	Model _____
No. of Engines <u>1</u>	No. of Engines _____
Year <u>1979</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(s) 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(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) 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 Lease 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. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **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.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'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 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)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **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.

14. **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) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **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 hanging aircraft.
16. **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.

17. **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.

18. **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.

19. **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): Yellow Airplane LLC
Attn: Bon Stock
4860 33rd 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.

20. **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)'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).

21. **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).

22. **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.
23. **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.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **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.
26. **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.
27. **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.
28. **AUTHORIZATION:** Lessee(s)'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.
29. **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.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager Date

Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE
Ronald E. Stock 11/21/23

Signature Date

Signature Date

Ronald E. Stock

Printed Name

Printed Name

4860 33rd Ave

Address

Address

(402) 835-4767

Phone Number

Phone Number

Christine.Kouma@bigironrealty.com

Email

Email

APPROVED AS TO FORM:

AVy

CITY ATTORNEY

14.B. Resolution No. R23-166 approving social media policy.

DRAFT

RESOLUTION NO. R23-166

A RESOLUTION OF THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, APPROVING THE SOCIAL MEDIA POLICY FOR CITY SOCIAL MEDIA ACCOUNTS AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Social Media Policy for city social media accounts, 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



Administration Office
2500 14th St.
Columbus, NE 68601
402-562-4232
www.columbusne.us

MEMORANDUM

DATE: 12/11/2023

TO: Tara Vasicek, City Administrator

FROM: Matt Lindberg, Public Communications Manager

SUBJECT: City Social Media Policy

RECOMMENDATION:

Columbus City Council accepts the City's Social Media Policy.

DISCUSSION:

City Administrator Tara Vasicek and Public Communications Manager Matt Lindberg have been having conversations about the City adopting a formal social media policy. It is important that the City has a formal social media policy because; 1) It sets clear guidelines and expectations for citizens, public employees and elected officials utilizing government social media accounts; 2) It can help ensure the most up-to-date information is made publicly available while also help curb the spread of misinformation; and 3) It can help defend the City against potential litigation.

FISCAL IMPACT: None

ALTERNATIVE:

The policy could be edited to add/remove changes the City Council feels are necessary.

SIGNATURES: *Matt Lindberg*
Matt Lindberg, Public Communications Manager

Tara Vasicek
Tara Vasicek, City Administrator

This Social Media Policy is to be read and applied in conjunction with the City of Columbus' Social Media Standards and Procedures and the City's Personnel Manual (as may be amended from time to time)

I. Purpose

The City will use social media tools and other emerging media platforms in specific ways to reach a broader audience and increase transparency and citizen engagement. The City encourages the use of diverse communication platforms to further the goals of the City and its departments, where appropriate, through dissemination of information about the City's mission, meetings, activities and current issues to members of the public.

The City has an overriding interest in deciding what is stated or set forth on behalf of the City on social media sites. The purpose of this policy is to set forth the City's policies and procedures regulating the City's presence on social media platforms and guiding the activities of employees who are responsible for maintaining the City's presence on social media platforms. This policy does not govern or regulate the use of personal social media accounts by City employees or the privacy rights associated therewith.

The goals of City of Columbus social media accounts are to increase the public's knowledge, trust and use of City services; promote the value and importance of City services among and between governing officials, civic leaders, and the general public; and maintain open, professional and responsive communication with members of the public and the news media.

II. Ownership

All social media communications composed, sent, or received using the City's social media accounts are the property of the City. While the social media accounts are administered by the City, the overall content on the accounts' pages is not entirely controlled by the City. The City will do its best to prevent usage of its social media accounts by commercial interests and City does not endorse any links or advertisements.

III. Comment Policy

A. All comments posted to the City's social media sites will be monitored by City staff. The City's social media site articles, posts and comments containing any of the following forms of content will not be allowed and shall be removed by one of several designated employees:

1. Profane, obscene, violent, or pornographic language and/or content;
2. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, sex, gender identity or expression, marital status, status with regard to public assistance, national origin, physical or mental disability, pregnancy, covered medical condition, sexual orientation, military or veteran's status, or any other basis protected by federal, state, or local law;

3. Sexual content or links to sexual content;
4. Solicitations of commerce not related to agency business, including but not limited to, advertising of a business or product for sale and other pure commercial speech;
5. Conduct or accusation of or encouragement of illegal activity;
6. Comments in support of or opposition to political campaigns or ballot measures;
7. Information that may compromise the safety or security of the public or public systems or employees;
8. Content that violates a legal ownership interest of any other party;
9. Content that does not pertain to City business;
10. Defamatory or personal attacks;
11. Threats of violence or any other harmful act directed to any person, or persons, group, or organization;
12. Content not related to the subject being discussed, including random or unintelligible comments;
13. Personnel matters; and
14. Conduct that is in violation of any federal, state, or local law.
15. Knowingly false information that can be proven to be inaccurate

B. Any content removed based on these guidelines must be retained, including the time, date, and identity of the poster (when available) in accordance with the City's policy on the retention of such information.

C. The City reserves the right to deny access to City social media platforms for any individual who violates this Policy, at any time and without prior notice.

D. Users and visitors to the City's social media sites must also be notified of the City's "Terms of Use":

1. A comment posted by a member of the public on any City of Columbus social media site is the opinion of the commentator or poster only, and the publication of a comment does not imply endorsement of, or agreement by, the City of Columbus, nor do such comments necessarily reflect the opinions or policies of the City of Columbus.
2. The City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law. Notwithstanding the foregoing, the City of Columbus is not obligated to take such actions, and the City disclaims any and all responsibility and liability for any materials that the City deems inappropriate for posting, which cannot be removed in an expeditious and otherwise timely manner.
3. By posting a comment, users agree to indemnify the City of Columbus, its officers and employees from and against all liabilities, judgments, damages, and costs (including attorney's fees) incurred by any of them which arise out of or are related to content posted by users. If a user does not agree to these terms, the individual should not use the City of Columbus' social media sites as a violation of these terms may lead to legal liability.
4. The City does not guarantee the authenticity, accuracy, appropriateness nor security of external links, websites or content linked thereto.

14.C.Resolution No. R23-167 approving updated drug and alcohol testing policy for Columbus Area Transit.

RESOLUTION NO. R23-167

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE UPDATED DRUG AND ALCOHOL TESTING POLICY FOR COLUMBUS AREA TRANSIT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, city staff has recommended updating the city’s Drug and Alcohol Testing Policy for the Columbus Area Transit.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the updated Drug and Alcohol Testing Policy for Columbus Area Transit, a copy of which is attached hereto and incorporated herein by this reference, is 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: December 12, 2023
TO: Mayor and City Council
FROM: Douglas A. Moore, Public Property Director
SUBJECT: CAT Drug and Alcohol Testing Policy

RECOMMENDATION: Staff recommends that the City Council approves the updated Columbus Area Transit Drug and Alcohol Testing Policy.

DISCUSSION: This a Zero Tolerance policy which was developed by the Nebraska Department of Transportation (NDOT) which provides up to 80% funding for transit systems throughout the State of Nebraska. The changes to the policy are highlighted.

FISCAL IMPACT: Could lose NDOT funding if the policy isn't approved

ALTERNATIVE: none

CONCURRENCE: Tammy Orender, Human Resources Director

SIGNATURE:

Approved By: *Douglas A Moore*
Douglas Moore, Public Property Director

Approved By: *Tara Vasicek*
Tara Vasicek, City Administrator

DRUG AND ALCOHOL TESTING POLICY
COLUMBUS AREA TRANSIT
Adopted as of December 18, 2023

A. PURPOSE

- 1) The Columbus Area Transit provides public transit and paratransit services for the residents of within City limits of Columbus, NE. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Columbus Area Transit declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. Covered employees shall abide by the terms of this policy statement as a condition of employment. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates drug and alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of specimens for drug and alcohol testing.

- 3) Any provisions set forth in this policy that are included under the sole authority of Columbus Area Transit and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Columbus Area Transit will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, persons controlling the dispatch or movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing, it is taken as a sample representing the whole specimen.

Alternate specimen: An authorized specimen, other than the type of specimen previously collected or attempted to be collected.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Collection Site: A place selected by the employer where employees present themselves for the purpose of providing a specimen for a drug test.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify a specific drug or drug metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Cutoff: The analytical value (e.g., drug or drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Employee: Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under 49 CFR Part 40, the term employee has the same meaning as the term "donor" as found on CCF and related guidance materials produced by the Department of Health and Human Services.

Evidential Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

Initial Drug Test: The first test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of HHS; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under 49 CFR Part 40.

Limit of Detection (LOD): The lowest concentration at which the analyte (e.g., drug or drug metabolite) can be identified.

Limit of Quantification (LOQ): For quantitative assays, the lowest concentration at which the identity and concentration of the analyte (e.g., drug or drug metabolite) can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative specimen: A specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), or invalid.

Oral Fluid Specimen: A specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection for all purposes of 49 CFR Part 40, as amended.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Primary specimen: In drug testing, the specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of specimen validity testing. The primary specimen is the portion of the donor's subdivided specimen designated as the primary ("A") specimen by the collector to distinguish it from the split ("B") specimen, as defined in 49 CFR Part 40, as amended.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split (Bottle B) specimen when the second HHS-certified laboratory corroborates the original result reported for the primary (Bottle A) specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling dispatch or movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Specimen: Fluid, breath, or other material collected from an employee at the collection site for the purpose of a drug or alcohol test.

Specimen Bottle: The bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40, is used to hold a primary (“A”) or split (“B”) specimen during the transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a “vial,” “tube,” or “bottle.”

Split Specimen: In drug testing, the specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee’s request following MRO verification of the primary specimen as positive, adulterated or substituted.

Split specimen collection: A collection in which the single specimen collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: An employee’s specimen not consistent with a normal human specimen, as determined by HHS (e.g., a urine specimen, with creatinine and specific gravity values that are so diminished, or so divergent that they are not consistent with normal human urine).

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of specimen without a valid medical explanation.

- (6) Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection .
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.
- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Undiluted (neat) oral fluid: An oral fluid specimen to which no other solid or liquid has been added. For example: A collection device that uses a diluent (or other component, process, or method that modifies the volume of the testable specimen) must collect at least 1 mL of undiluted (neat) oral fluid.

Urine specimen: Urine collected from an employee at the collection site for the purpose of a drug test.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the specimen, if the specimen was diluted, or if the specimen was altered.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Columbus Area Transit supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
- c. Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

F. PROHIBITED CONDUCT

- 1) Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol

- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
 - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
 - i. The employee's alcohol concentration measures less than 0.02; or
 - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) Columbus Area Transit, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Columbus Area Transit employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Columbus Area Transit management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in this policy.

H. TESTING REQUIREMENTS

- 1) Drug testing and alcohol testing will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Columbus Area Transit authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to drug testing and alcohol testing as a condition of ongoing employment with Columbus Area Transit. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine and/or oral fluid specimen will be collected as described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary specimen. For those specimens that are not negative, a confirmatory test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the confirmatory test are at or above the minimum thresholds established in 49 CFR Part 40, as amended.

- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Columbus Area Transit. If a legitimate explanation is found, the MRO will report the test result as negative.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Columbus Area Transit will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Columbus Area Transit will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.

7) Observed collections

- a. Consistent with 49 CFR Part 40, as amended, collection under direct observation with no advance notice will occur if:
 - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Columbus Area Transit that there was not an adequate medical explanation for the result;
 - ii. The MRO reports to Columbus Area Transit that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
 - iii. The laboratory reported to the MRO that the urine specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the urine specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
 - iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
 - v. The temperature on the original urine specimen was out of range (See §40.65(b)(5));
 - vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (See §40.65(c)(1)).
 - vii. All follow-up-tests; or
 - viii. All return-to-duty tests

Urine collections that are required to be directly observed will be conducted by a person of the same gender as the donor as required by 49 CFR Part 40.67.

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Columbus Area Transit affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo drug testing prior to performance of a safety-sensitive function.
 - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
 - b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
 - c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
 - d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with this policy.
 - e. If a pre-employment test is canceled, Columbus Area Transit will require the applicant to take and pass another pre-employment drug test.
 - f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide *Columbus Area Transit* with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. *Columbus Area Transit* is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide Columbus Area Transit proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All Columbus Area Transit FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Columbus Area Transit authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

- 2) Columbus Area Transit shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Columbus Area Transit.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with this policy. Columbus Area Transit shall place the employee on administrative leave in accordance with the provisions set forth under this policy. Testing in this circumstance would be performed under the direct authority of the Columbus Area Transit. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in this policy or the associated consequences.

M. POST-ACCIDENT TESTING

- 1) **FATAL ACCIDENTS** – A covered employee will be required to undergo drug and alcohol testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

2) NON-FATAL ACCIDENTS – A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:

- a. The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
- b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Columbus Area Transit is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Columbus Area Transit may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Individuals who may be covered under company authority will be selected from a pool of non-DOT-covered individuals.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Columbus Area Transit authority.

- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Columbus Area Transit authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

Columbus Area Transit will terminate the employment of any employee that tests positive or refuses a test as specified in this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal is defined as any of the following circumstances:
 - a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b. Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c. **Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.**
 - d. In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
 - e. Fail to provide a sufficient quantity of specimen without a valid medical explanation.
 - f. Fail or decline to take an additional test as directed by the collector or the employer for drug testing.

- g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
 - h. Fail to cooperate with any part of the testing process.
 - i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
 - j. Possess or wear a prosthetic or other device used to tamper with the collection process.
 - k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
 - l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
 - m. Fail to remain readily available following an accident.
 - n. As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- 4) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement;
 - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Columbus Area Transit employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in this policy; however, all follow-up testing performed as part of a return-to-work agreement required under this policy is under the sole authority of Columbus Area Transit and will be performed using non-DOT testing forms.

- c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.
 - d. A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in this policy.
 - e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in this policy.
 - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Columbus Area Transit.
 - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Columbus Area Transit is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the Columbus Area Transit Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Columbus Area Transit or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken

11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the *City Council* on *December 18, 2023*

City Council

Attachment A

Job Title Job Duties Testing Authority

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Columbus Area Transit Drug and Alcohol Program Manager

Name:

Title:

Address:

Telephone Number:

Medical Review Officer

Name:

Title:

Address:

Telephone Number:

Substance Abuse Professional #1

Name:

Title:

Address:

Telephone Number:

Substance Abuse Professional #2

Name:

Title:

Address:

Telephone Number:

14.D.Resolution No. R23-168 selecting design-build delivery system for restroom and concession building at Centennial Park and designating City Engineer Rick Bogus to serve as performance criteria developer.

RESOLUTION NO. R23-168

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SELECTING DESIGN-BUILD DELIVERY SYSTEM FOR DESIGN AND CONSTRUCTION OF A RESTROOM AND CONCESSION BUILDING AT CENTENNIAL PARK AND DESIGNATING CITY ENGINEER RICK BOGUS TO SERVE AS PERFORMANCE CRITERIA DEVELOPER IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 13-2901 THROUGH 13-2914, REISSUE REVISED STATUTES OF NEBRASKA, 1943, AS AMENDED.

WHEREAS, the City of Columbus has proposed the design and construction of a restroom and concession building at Centennial Park; and

WHEREAS, the location of the restroom and concession building will follow the Centennial Park Master Plan; and

WHEREAS, the City does not have all of the required expertise to provide for the design and construction services necessary to undertake this project and proposes to complete the same by a design-build contract in accord with the provisions of Section 13-2904, Reissue Revised Statutes of Nebraska, 1943, as amended; and

WHEREAS, it is recommended that City Engineer Rick Bogus be appointed to serve as performance criteria developer in accordance with the statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that design and construction of a restroom and concession building at Centennial Park will be undertaken in accordance with the provisions of Sections 13-2901 through 13-2914, Reissue Revised Statutes of Nebraska, 1943, as amended, by utilizing the design-build contract method with City Engineer Rick Bogus serving as the performance criteria developer for this project.

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

REQUEST FOR LETTERS OF INTEREST FOR PREQUALIFICATION OF DESIGN - BUILD
PROJECT DETAILS

The City of Columbus is requesting Letters of Interest from prospective Design-Builders for Centennial Park Restroom and Concession Building. The information provided in the Letter of Interest will be used by the City of Columbus to select (prequalify) at least three prospective Design-Builders for the project and they will be eligible to receive Requests for Proposals. If only two Design-Builders submit Letters of Interest, per project both will receive the Requests for Proposals. Those firms selected to receive Request for Proposal will be required to provide more detailed qualifying information per requirements of the act. If more than 5 (five) Letters of Interest are received for each project, a selection committee will prequalify the Design-Builder for the project so that only 5 (five) firms receive request for proposals for the project. The Selection Committee would consist of the City Administrator, City Engineer, Park and Recreation Director, Park Superintendent, and a City Council member.

The Design-Builder ultimately selected by the City of Columbus will enter into a Design-Build contract with the City of Columbus. The initial agreement will be to furnish architectural, engineering and related design services for the Project. An amendment to the design agreement will be for labor, material, supplies, equipment, and construction services for the Project. This process is pursuant to Nebraska LB 889, Political Subdivision Construction Alternative s Act.

The scope of the Projects are *The City of Columbus, Nebraska intends to construct Centennial Park Restroom and Concession Building with a projected project budget of \$ 400,000.00. See attached Exhibit 1, 2 and 3 for details.*

Prospective Design-Builders shall respond to all items in this questionnaire. Failure to do so will deem the Letter nonresponsive at the discretion of the City of Columbus. If the prospective Design-Builder team is a prime contractor-subcontractor relationship or joint venture, both entities must complete their relevant information on the questionnaire.

Submittal Requirements:

1. Design-Builder Firm Information:
 - a. Firm name, address, phone, fax and email
 - b. Name of primary point of contact
 - c. Proof of bonding capacity and insurance coverage

2. Design-Builder's Subconsultant(s) Firm Information (If the Design-Builder is a contractor, then list the architectural-engineering team. If the Design-Builder is an Architect or Engineer, then list the General Contractor):
 - a. Firm names, addresses, phone, fax and email addresses
 - b. Name of primary point of contact
 - c. Proof of liability insurance

3. Design-Builder Team and Experience
 - a. Resume of key team members (Project manager, project superintendent, design architect or engineer)
 - i. Name and title
 - ii. Role in the project
 - iii. Education
 - iv. Professional registration
 - v. Years of experience

- b. List of 3 relevant projects on which the Design-Builder provided design and/or construction services similar to those requested in this Letter of Interest. Provide project scope, budget, year completed and form of project delivery (Design-Build, Design-Bid-Build, or Construction Management at Risk). Provide graphics or photos if available. Also, list client references for each of the 3 projects (organization, contact name, address, phone, fax and email).
 - i. If the Design-Builder subcontracts for design or construction services, list 3 relevant projects of the designer or contractor and information requested in paragraph above.

4. Design Builder's Approach

- a. Briefly describe the Design-Builder's approach in working with the City of Columbus to design and build the proposed project.

Point of Contact is:

Richard Bogus, P.E. (Performance Criteria Developer and City Engineer)
2500 14th Street, Suite 3, Columbus, NE 68601 (Address)
Engineering Department phone: 402-562-4309
Engineering Department email: EngDept@columbusne.us

Any questions or clarification regarding this Letter of Interest shall be in writing to the Performance Criteria Developer who may direct them to others.

Submit 6 (six) copies of the Letter of Interest and one (1) electronic file to:

Columbus Engineering Department, P.O. Box 1677, 2500 14 Street, Suite 3
Columbus, NE 68602-1677

(Mark on outside of envelope Centennial Park Restroom and Concession Building)

By January 23, 2024 @ 4:30 p.m.

Signed for City of Columbus

Richard Bogus, Performance Criteria Developer/City Engineer

Exhibit 1

TASKS AND CONDITIONS

CENTENNIAL PARK RESTROOM AND CONCESSIONS BUILDING

1. Design and construct a restroom and concessions single building in a City neighborhood park, complete in place.
2. Topographic survey to be provided to selected team by Engineering Department. No cost to contractor.
3. Geotechnical soils investigation and testing to be part of the project.
4. Building location provided by City (Exhibit 2).
5. Layout concept provided by City to be used as basis of design (Exhibit 3).
6. Obtain City Building permit, including Small Lot NOI, from Community Development Department. No fee to the contractor.
7. Construct temporary construction fencing encompassing the work area. Location of fencing and gates to be coordinated with the Performance Criteria Developer and Parks Department Director.
8. Demolition of the existing restroom and concessional stand (two structures).
9. Coordination of electrical power with Loup Public Power District on both the existing transformer and proposed transformer.
10. Design and construction must be Americans with Disability Act (ADA) compliant. ADA sidewalk from the facility to the parking lot is part of this project.
11. Building size approximately 32-feet by 88-feet with an approximately 17-foot canopy at the concession window. Interior ceilings approximately 9-feet 4-inch AFF.
12. CMU reinforced walls with footings, reinforced concrete floor, truss roof system, metal soffits with vents, gutters with downspouts, and overhead coiling doors. Water heater, exhaust fans, and complete electrical, mechanical and plumbing systems.
13. Men's and women's restrooms facilities, drinking fountain, hose bibs, wall hydrant, mop sink, floor drains, and related items.
14. Plans and specifications stamped by State of Nebraska Professional Architect and Engineer in good standing.
15. Construction reviews and recommendation of pay applications and revisions by design professional of record.
16. Design to be completed spring 2024 following by bidding and construction in the 2024 construction season.

EXHIBIT 2

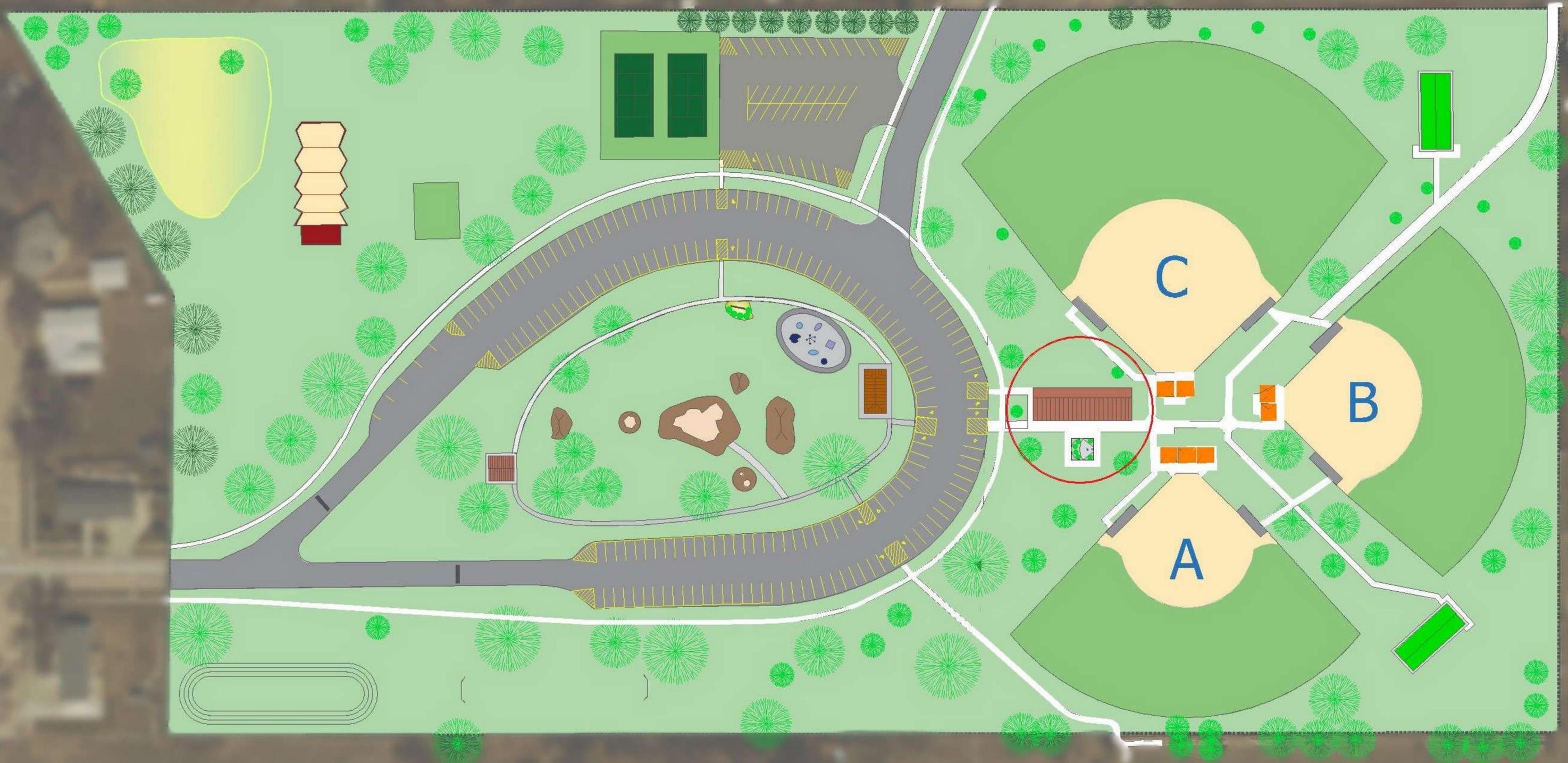
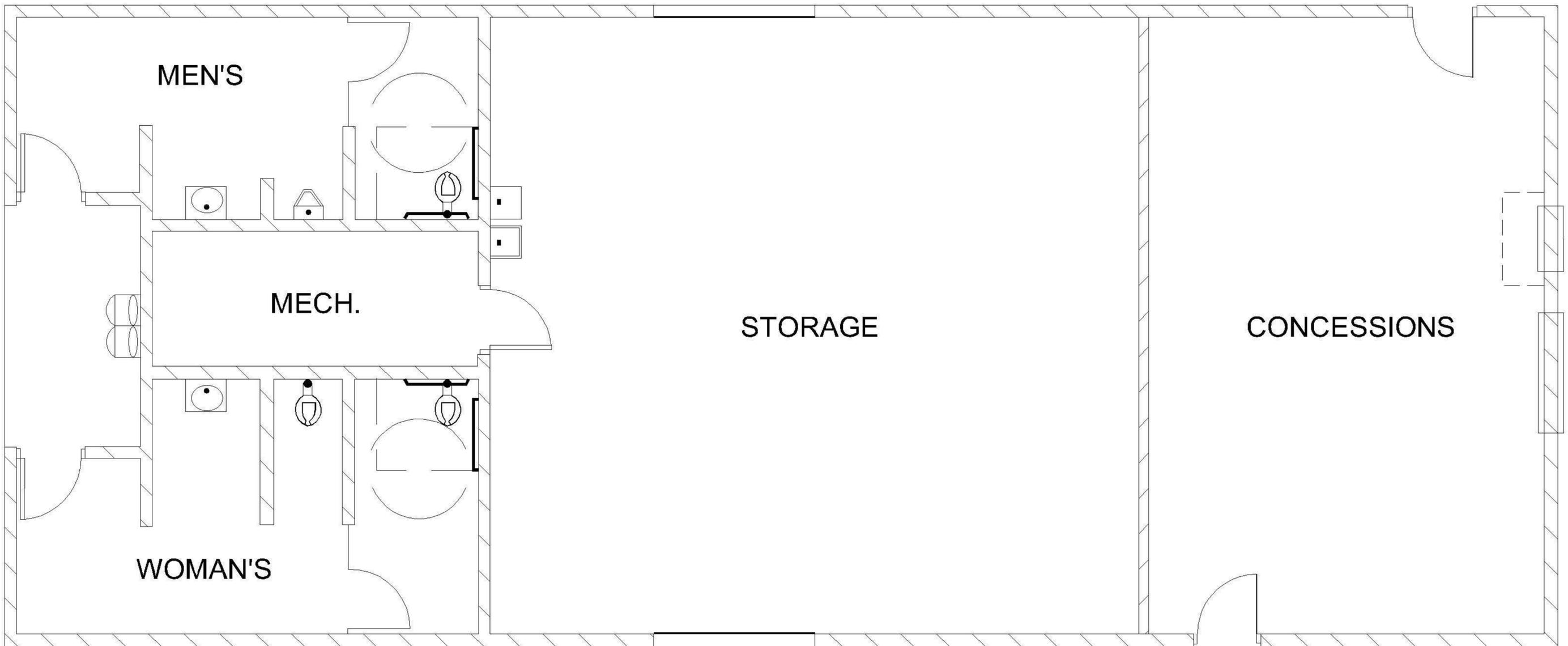


EXHIBIT 3



14.E. Resolution No. R23-169 selecting design-build delivery system for pro shop renovations at Van Berg Golf Course and designating City Engineer Rick Bogus to serve as performance criteria developer.

RESOLUTION NO. R23-169

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SELECTING DESIGN-BUILD DELIVERY SYSTEM FOR DESIGN AND CONSTRUCTION OF PRO SHOP RENOVATIONS AT VAN BERG GOLF COURSE AND DESIGNATING CITY ENGINEER RICK BOGUS TO SERVE AS PERFORMANCE CRITERIA DEVELOPER IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 13-2901 THROUGH 13-2914, REISSUE REVISED STATUTES OF NEBRASKA, 1943, AS AMENDED.

WHEREAS, the City of Columbus has proposed the design and construction of pro shop renovations at Van Berg Golf Course; and,

WHEREAS, a grant was obtained from the Columbus/Platte County Visitor's Bureau for use on this project; and

WHEREAS, the City does not have all of the required expertise to provide for the design and construction services necessary to undertake this project and proposes to complete the same by a design-build contract in accord with the provisions of Section 13-2904, Reissue Revised Statutes of Nebraska, 1943, as amended; and,

WHEREAS, it is recommended that City Engineer Rick Bogus be appointed to serve as performance criteria developer in accordance with the statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that design and construction of pro shop renovations at Van Berg Golf Course will be undertaken in accordance with the provisions of Sections 13-2901 through 13-2914, Reissue Revised Statutes of Nebraska, 1943, as amended, by utilizing the design-build contract method with City Engineer Rick Bogus serving as the performance criteria developer for this project.

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: December 14, 2023
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Van Berg Golf Course Pro Shop Renovation and Design-Build Delivery System and Performance Criteria Developer

RECOMMENDATION:

In accordance with State Statute and the City's Policies and Procedures for Design-Build and Construction Manager at Risk, to allow the use of the Design-Build delivery system and appoint Rick Bogus, P.E., City Engineer, as the Performance Criteria Developer for the Van Berg Golf Course Pro Shop Renovations.

DISCUSSION:

The potential cost savings and efficiencies using this system for this project is beneficial on this type of project.

Approval of the Design-Build delivery system and appointment of a Performance Criteria Developer is required. The City Engineer meets the requirements of the Performance Criteria Developer and typically serves this role in the system.

FISCAL IMPACT:

2023-2024 budget CIP 23-017 in the amount of \$55,000 plus a Columbus/Platte County Visitors Bureau grant in the amount of \$26,000. Pending final costs and construction timeline, additional funding may be required in the next fiscal year budget.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: Douglas A Moore

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

REQUEST FOR LETTERS OF INTEREST FOR PREQUALIFICATION OF DESIGN - BUILD
PROJECT DETAILS

The City of Columbus is requesting Letters of Interest from prospective Design-Builders for Van Berg Golf Course Pro Shop Renovation. The information provided in the Letter of Interest will be used by the City of Columbus to select (prequalify) at least three prospective Design-Builders for the project and they will be eligible to receive Requests for Proposals. If only two Design-Builders submit Letters of Interest, per project both will receive the Requests for Proposals. Those firms selected to receive Request for Proposal will be required to provide more detailed qualifying information per requirements of the act. If more than 5 (five) Letters of Interest are received for each project, a selection committee will prequalify the Design-Builder for the project so that only 5 (five) firms receive request for proposals for the project. The Selection Committee would consist of the City Administrator, City Engineer, Public Property Director, Golf Course Representative, and a City Council member.

The Design-Builder ultimately selected by the City of Columbus will enter into a Design-Build contract with the City of Columbus. The initial agreement will be to furnish architectural, engineering and related design services for the Project. An amendment to the design agreement will be for labor, material, supplies, equipment, and construction services for the Project. This process is pursuant to Nebraska LB 889, Political Subdivision Construction Alternative s Act.

The scope of the Projects are *The City of Columbus, Nebraska intends to construct Van Berg Golf Course Pro Shop Renovation with a projected project budget of \$ 81,000. See attached Exhibit 1 and 2 for details.*

Prospective Design-Builders shall respond to all items in this questionnaire. Failure to do so will deem the Letter nonresponsive at the discretion of the City of Columbus. If the prospective Design-Builder team is a prime contractor-subcontractor relationship or joint venture, both entities must complete their relevant information on the questionnaire.

Submittal Requirements:

1. Design-Builder Firm Information:
 - a. Firm name, address, phone, fax and email
 - b. Name of primary point of contact
 - c. Proof of bonding capacity and insurance coverage

2. Design-Builder's Subconsultant(s) Firm Information (If the Design-Builder is a contractor, then list the architectural-engineering team. If the Design-Builder is an Architect or Engineer, then list the General Contractor):
 - a. Firm names, addresses, phone, fax and email addresses
 - b. Name of primary point of contact
 - c. Proof of liability insurance

3. Design-Builder Team and Experience
 - a. Resume of key team members (Project manager, project superintendent, design architect or engineer)
 - i. Name and title
 - ii. Role in the project
 - iii. Education
 - iv. Professional registration
 - v. Years of experience

- b. List of 3 relevant projects on which the Design-Builder provided design and/or construction services similar to those requested in this Letter of Interest. Provide project scope, budget, year completed and form of project delivery (Design-Build, Design-Bid-Build, or Construction Management at Risk). Provide graphics or photos if available. Also, list client references for each of the 3 projects (organization, contact name, address, phone, fax and email).
 - i. If the Design-Builder subcontracts for design or construction services, list 3 relevant projects of the designer or contractor and information requested in paragraph above.

4. Design Builder's Approach

- a. Briefly describe the Design-Builder's approach in working with the City of Columbus to design and build the proposed project.

Point of Contact is:

Richard Bogus, P.E. (Performance Criteria Developer and City Engineer)
2500 14th Street, Suite 3, Columbus, NE 68601 (Address)
Engineering Department phone: 402-562-4309
Engineering Department email: EngDept@columbusne.us

Any questions or clarification regarding this Letter of Interest shall be in writing to the Performance Criteria Developer who may direct them to others.

Submit 6 (six) copies of the Letter of Interest and one (1) electronic file to:

Columbus Engineering Department, P.O. Box 1677, 2500 14 Street, Suite 3
Columbus, NE 68602-1677

(Mark on outside of envelope Van Berg Golf Pro Shop Renovation)

By January 23, 2024 @ 4:30 p.m.

Signed for City of Columbus

Richard Bogus, Performance Criteria Developer/City Engineer

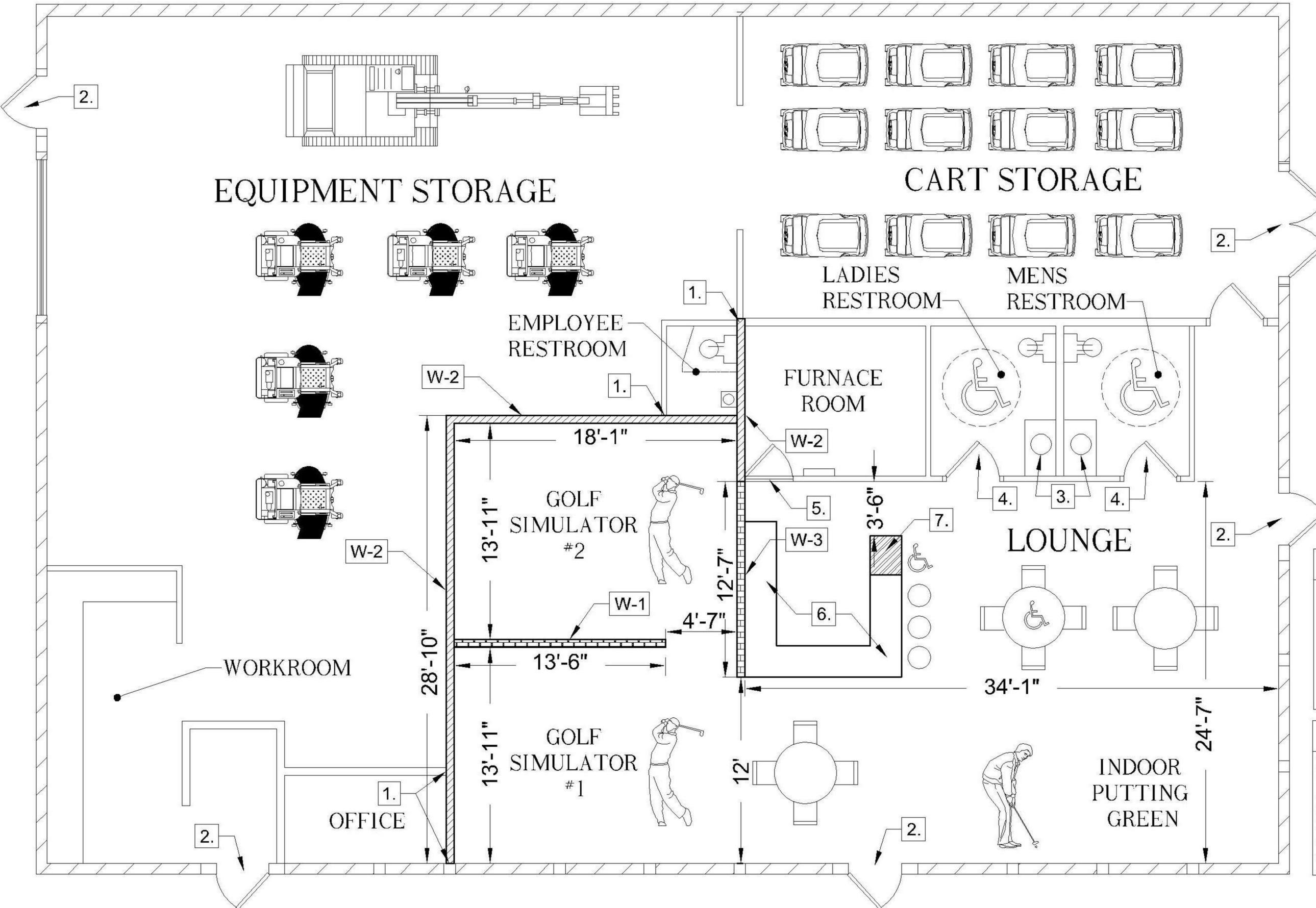
Exhibit 1

TASKS AND CONDITIONS

VAN BERG GOLF COURSE PRO SHOP RENOVATIONS

1. Design and construct renovations to a golf course pro shop building, complete in place.
2. Layout concept provided by City to be used as basis of design (Exhibit 2).
3. Obtain City Building permit. No fee to the contractor.
4. Limited use of parking lot for staging area. Site and size to be determined by Public Property Director.
5. Demolition of the existing walls and structures as needed.
6. Design and construction must be Americans with Disability Act (ADA) and State Fire Marshall compliant.
7. Two approximately interior dimensioned 13-foot 11-inches by 18-foot 1-inch golf simulator rooms, replacement of two restroom and one utility room doors to meet ADA and fire ratings, renovation of two bathrooms to meet ADA, constructing fire rated wall renovations, construct bar with countertop, and related work.
8. Golf simulator purchases are not part of this work. However, coordination on placement is part of this work.
9. Complete electrical, mechanical and plumbing for the renovation work is part of this project.
10. Plans and specifications stamped by State of Nebraska Professional Architect and Engineer in good standing.
11. Construction reviews and recommendation of pay applications and revisions by design professional of record.
12. Design to be completed spring 2024 following by bidding and construction in the 2024 construction season.

EXHIBIT 2



WALL TYPES (SEE DETAILS)

W-1	CONSTRUCT SEPARATION WALL, 2X4 WOOD STUDS 16" O.C. 5/8" GYPSUM BOARD EACH SIDE. CONSTRUCTION MATERIAL VERIFIED TO MEET CONSTRUCTION REQUIREMENTS.
W-2	CONSTRUCT (2) HOUR FIRE-RESISTANT WALL, CONSTRUCTION MATERIAL VERIFIED TO MEET TWO HOUR FIRE WALL CONSTRUCTION REQUIREMENTS FOR OCCUPANCY SEPARATION. TWO HOUR FIRE WALL REQUIRES 2 LAYERS OF TYPE "X" 5/8" GYPSUM BOARD ON EACH SIDE OF WALL STUDS, FROM FLOOR UP TO BOTTOM OF EXISTING ROOF DECK. SEE ROOM FINISH SCHEDULE AND SPEC'S.
W-3	CONSTRUCT PASS-THROUGH WALL, 42" FROM FLOOR TO COUNTERTOP, 2X4 WOOD STUDS 16" O.C. 5/8" GYPSUM BOARD EACH SIDE. CONSTRUCTION MATERIAL VERIFIED TO MEET CONSTRUCTION REQUIREMENTS.

FLOOR PLAN NOTES

- PATCH WALL TO MATCH EXISTING WALL CONSTRUCTION AND FINISHES. COORDINATE WITH OWNER FINISH REQUIREMENTS.
- PROVIDE EXIT SIGNS ABOVE DOOR OPENINGS.
- PROVIDE 34" TALL ADA ACCESSIBLE COUNTER HEIGHT AND SINKS.
- CONSTRUCT 36" 3-0 TYPE DOORS. ENSURE 18" CLEARANCE FROM SINKS.
- INSTALL APPROVED 45 MINUTE FIRE RATED DOOR.
- CONSTRUCT 42" COMPLIANT BAR AND COUNTERTOP.
- CONSTRUCT 34" ADA BAR TOP 30" WIDE.

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**