

City Council Regular Meeting  
Monday, December 16, 2024 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](http://www.columbusne.us).

{{Name: Agenda Item Name}}

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

## **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.

## 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; applicability of section.**

(1) Until January 1, 2025:

(a) Except as provided in subsection (10) of this section, 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 or the governing body of a rural or suburban fire protection district, 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, village, or district. 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.

(iv) In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the public body shall (A) post such notice on its website, if available, and (B) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(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) Beginning January 1, 2025:

(a) Except as provided in subsection (10) of this section, 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 (2)(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 committees, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.

(ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;

(B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

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

(iii) In the case of a public body not described in subdivision (2)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public

body shall (A) post such notice on its website, if available, (B) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(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 subsections (1) and (2) 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, subsection (1) of section 70-1014, subsection (2) of section 70-1014.02, 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 (A) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (B) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee 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.

(4) 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.

(5) 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.

(6) 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 (5) 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.

(7) 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.

(8)(a) Notwithstanding subsections (3) and (6) 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 subsections (1) and (2) 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 (5) 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.

(9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(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 (3)(b)(i) and (ii) of this section.

(10) This section does not apply to a meeting of the Nebraska Power Review Board or a public power district, a public power and irrigation district, an electric membership association, an electric cooperative company, a municipality having a generation and distribution system, or a registered group of municipalities if such meeting is subject to section 70-1034.

**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; Laws 2024, LB287, § 74; Laws 2024, LB399, § 4; Laws 2024, LB1370, § 8.

**Note:** The Revisor of Statutes has pursuant to section 49-769 correlated LB287, section 74, with LB399, section 4, and LB1370, section 8, to reflect all amendments.

**Note:** Changes made by LB287 became operative April 17, 2024. Changes made by LB399 became effective July 19, 2024. Changes made by LB1370 became operative July 19, 2024.

## Cross References

- **Emergency Management Act**, see section 81-829.36.
- **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.
- **Opioid Prevention and Treatment Act**, see section 71-2485.

## 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. Except for closed sessions called pursuant to section 84-1410, a public body shall allow members of the public an opportunity to speak at each meeting.

(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.

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

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

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

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

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

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

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

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

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

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

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

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

**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; Laws 2024, LB43, § 21.

**Operative Date: July 19, 2024**

## 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.

## Annotations

- Under prior law, 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).

**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 2, 2024, City Council meeting.

PROCEEDINGS OF CITY COUNCIL  
December 2, 2024

A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on December 2, 2024, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on November 27, 2024, 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:** Mayor-elect Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room.
2. **OATH OF OFFICE:**
  - 2.A. **Mayor-elect James B. Bulkley, Council Members-elect Charlie Bahr (Ward 1), Troy Hiemer (Ward 2), Ron Schilling (Ward 3), and AJ Palensky (Ward 4).** Choat administered the Oath of Office to Mayor-elect James B. Bulkley and Council Members-elect Charlie Bahr, Troy Hiemer, Ron Schilling, and AJ Palensky.
3. **ROLL CALL:** Present were Mayor James Bulkley and Council Members Cynthia Alarcón, Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, AJ Palensky, Prent Roth, and Ron Schilling. City staff members included City Administrator Tara Vasicek, City Attorney Neal Valorz, City Clerk Shuraya Choat, City Engineer Rick Bogus, Police Chief Charles Sherer, Fire Chief Ryan Gray, Public Works Director Chuck Sliva, Project Engineer Braden Labenz, Human Resource Director Tammy Orender, Planning and Economic Development Coordinator Jean Van Iperen, and Communications Manager Matt Lindberg.
4. **PRAYER:** Jablonski led in prayer.
5. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was played and the Pledge of Allegiance was recited.
6. **APPOINTMENT OF CITY OFFICERS:**
  - 6.A. **Tara Vasicek as city administrator.**
  - 6.B. **Law firm of Sipple, Hansen, Emerson, Schumacher, Klutman, and Valorz as city attorney.**
  - 6.C. **Kipton L. Anderson, M.D. as city physician.**

**6.D. Shuraya Choat as city clerk.**

**6.E. Richard J. Bogus, P.E. as city engineer and street superintendent.**

**6.F. Heather Lindsley as finance director.**

The mayor's appointments of Tara Vasicek as city administrator, the law firm of Sipple, Hansen, Emerson, Schumacher, Klutman, and Valorz as city attorney, Kipton L. Anderson, M.D. as city physician, Shuraya Choat as city clerk, Richard J. Bogus P.E. as city engineer and street superintendent, and Heather Lindsley as finance director were ratified with a motion by Hiemer and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

**7. ELECTION OF COUNCIL PRESIDENT:** Bulkley called for nominations for council president. Bahr nominated Jablonski to serve as council president. Bulkley called for further nominations. No other nominations were brought forward. The nominations closed with a motion by Schilling and a second by Hiemer. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was elected as council president with a motion by Bahr and a second by Palensky. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

**8. APPOINTMENT OF COUNCIL MEMBERS TO PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE AND PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE:**

**8.A. Council Members Cynthia Alarcòn, Troy Hiemer, Rich Jablonski, and AJ Palensky 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 Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

**9. 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 Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

**9.A. Minutes of November 18, 2024, City Council meeting.**

- 9.B. Minutes of November 18, 2024, Community Development Agency meeting.**
- 9.C. Minutes of November 18, 2024, Civil Service Commission meeting certifying police officer candidate Evan Cardenas.**
- 9.D. Appointment of AJ Palensky to Community Development Agency.**
- 9.E. Reappointments of Jon Brezenski, Brad Hansen, and Lynn Sjuts to Board of Parks Commissioners for three-year term.**
- 9.F. Resolution No. R24-133 approving year-end certification to the Nebraska Department of Transportation of Richard J. Bogus as street superintendent for January 1, 2024, through December 31, 2024.** Resolution No. R24-133 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE YEAR-END CERTIFICATION TO THE NEBRASKA DEPARTMENT OF TRANSPORTATION OF RICHARD J. BOGUS, CLASS A, LICENSE S-1424, AS CITY STREET SUPERINTENDENT FOR JANUARY 1, 2024, THROUGH DECEMBER 31, 2024, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.
- 9.G. Resolution No. R24-134 reaffirming city's intent to provide or expand municipal solid waste collection service.** Resolution No. R24-134 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REAFFIRMING ITS INTENT TO PROVIDE OR EXPAND MUNICIPAL SOLID WASTE COLLECTION SERVICE (WHETHER BY USE OF MUNICIPAL EMPLOYEES AND EQUIPMENT OR BY CONTRACT) IN AN AREA WHERE THE COLLECTION OF SOLID WASTE HAS BEEN PROVIDED BY A PRIVATE ENTITY PRIOR TO THE COMMENCEMENT OF SUCH SERVICE BY THE MUNICIPALITY.
- 9.H. Resolution No. R24-135 authorizing payment of various improvement projects.** Resolution No. R24-135 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: GEHRING CONSTRUCTION AND READY MIX CO., INC., PAVING AND INFRASTRUCTURE OF VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT, \$224,326.00.

PROCEEDINGS OF CITY COUNCIL

December 2, 2024

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**9.I. 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; 12/6/24 payroll \$905,666.49; 911 Cstm 260.00 S; AC&L Sprnktrs 250.00 S; Ace Hrdwr 691.03 S; Ace Ovrsh Strg 4,854.44 B; Adv Auto 33.40 S; AFICS 5.70 R; All Star Pro Glf 429.68 S; Alphamedia 300.00 S; Amrcn Lift 840.00 S; Arnold Motor 983.29 S; Assctd Fire Prot 420.00 S; Auxiant 174,066.74 I; Baird Holm 2,739.00 CP; Bnk of the Villy 27,102.03 B; A Benesch 10,711.90 CP; Blackstone Pub 260.06 S; Bomgaars 859.30 S; Bnd Tree Med 1,266.35 S; Bright Hlth 1,164.05 R; Capital One-Walmart 694.28 S; Cellebrite 6,450.00 S; Cntrl Villy Ag 192.40 S; Chesterman 94.78 S; Civic Plus 27,997.68 S; Col Chamber 1,100.00 S; CCF 11,693.29 B; CCH 877.35 S; Col Westgate 15,591.00 B; Core & Main 5,046.00 S; Culligan 52.00 S; D Udey 1,067.40 R; DAS St Acc 1,663.99 S; D Semin 730.70 R; D Stoddard 85.09 R; Eakes 2,164.96 S; Egan Sup 883.43 S; Elctrnc Cntrctng 593.33 S; Elctrnc Eng 2,650.00 S; Eller Htg 561.83 S; Engineered Cntrls 1,550.00 S; Envisionware 6,455.93 S; Fairfield Inn 269.90 S; Fastenal Co 665.16 S; First Intrst Bnk 158,345.54 B; Five Pts Bnk 23,134.40 B; Gale 54.73 S; Gehring Const 224,326.00 CP; Gerhold 1,752.29 S; G Brockemeier 784.54 R; G Hull 79.22 R; Grainger 741.73 S; Granville 221,494.02 B; Grt Plns State Bnk 24,153.45 B; G Young Toyota 87.06 S; Hampton Inn 2,833.95 S; Hawkins 7,499.60 S; HD Spply 131.52 S; Hmtwn Lsng 232.93 S; Ingram Libry 3,437.45 S; J P Cooke 254.93 S; Jackson Srvc 1,889.63 S; J Carney 782.00 R; J Barrow 250.00 R; J Bryant 526.30 R; Jones Grp 250.00 S; J Mueller 280.00 R; Kelly Sup 366.57 S; Kirkham Michael & Assn 14,157.35 CP; LARM 208.49 I; Larson Fmly Real Est 14,152.09 B; Lawson Prod 314.64 S; L Janssen 61.97 R; Lincoln Jrnl Str 980.28 S; Lincoln Wnwtr Wrks 863.90 S; Loup 83.02 S; L Kalinowski 125.00 R; M Stockinger 80.68 R; Matheson-Lnwld 64.46 S; Medline Ind 1,293.77 S; Menards 1,121.51 S; Mid-St Eng 2,220.00 CP; Midwst Machine 700.00 S; Mdwst Srvc 87.00 S; Midwst Tape 1,152.41 S; Motorola Sol 128,324.60 CP; G Mundil 22.14 E; Napa 154.32 S; NBC Capital 45,883.65 B; NE Comm Fndtn 15,000.00 R; NE Lib Comm 1,543.96 S; NE Mncpl Clrks 150.00 M; NE Pub Hlth 570.00 S; NE Total Care 221.33 R; Nebtech 204.96 S; C Newman 200.00 R; NE NE Econ Dev 135.00 S; Nrthwst Elec 1,958.18 S; Noswett 1,150.00 CP; Obrist 390.00 S; Occptnl Hlth 1,499.00 S; Oliver Pckgng 4,830.14 S; O'Reilly 683.60 S; Pace Anlytcl 1,146.40 S; P Tichota 150.00 R; R Perales & G Majuan 77.60 R; Pete Lien 7,149.87 S; Petty Cash 40.00 S; P Greig 3.26 R; Pinnacle Bnk 12,295.34 B; Playaway Prod 1,092.80 S; Premier Polysteel 4,165.00 S; Quadient 681.00 S; Rensehouse 562.65 S; Rutt's Htng & Air 36.93; Sahling Knwrth 594.02 S; Scheiffer Sgns 245.00 S; Scotus 49.00 S; Serc 22,987.19 B; Shevlin Spply 340.20 S; S Bohaboj 50.00 R; Stryker 64.73 S; Sunbelt Rntls 37.00 S; Super Svr 88.31 S; Thomson Reuters 2,130.00 S; Thrivent 180.07 R; Tire Outlet 1,931.00 S; Tooley Drg 210.52 S; Trk Cntr 2,022.44 S; Turfwerks 546.44 S; UHC 83.51 R; United Hlthcr Serv 400.00 R; USA Blue Bk 36.04 S; Utilities Section 4,002.00 M; Van Wall 27,813.23 CP; Wemhoff Refrg 203.50 S; Zelis .53 R; Zimco 9,662.50 S; TOTAL \$2,237,387.35.

10. **APPROVAL OF MINUTES:** Included in Consent Agenda
11. **SPECIAL PRESENTATIONS:** None
12. **PUBLIC HEARINGS:**
- 12.A. **Application from The Venue Steakhouse and Convention Center LLC dba Prime 10 Steakhouse and Venue for retail Class C liquor license located at 4174 63 Avenue and Stacey Schaefer as manager.** Owner, Cory Schaefer explained that the front area of the new building will house a fine dining steakhouse while the back will feature a 10,000-square-foot venue space capable of hosting a variety of events. He anticipates opening by February 1st. No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". A recommendation was made to the Nebraska Liquor Control Commission to approve the application from The Venue Steakhouse and Convention Center LLC for a retail Class C liquor license and Stacey Schaefer as manager with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
13. **PETITIONS AND COMMUNICATIONS:** None
14. **REPORTS OF CITY OFFICES:** None
15. **REPORTS OF COUNCIL COMMITTEES:** None
16. **REPORTS OF SPECIAL COMMITTEES:** None
17. **REPORTS ON LEGISLATION:** None
18. **NEW BUSINESS:**
- 18.A. **Quote from Sirius Computer Solutions LLC in the amount of \$10,866.30 for city-wide computer protection software.** The quote from Sirius Computer Solutions LLC for computer protection software was accepted with a motion by Alarcòn and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
- 18.B. **Quote from RDO Truck Center in the amount of \$157,616 for semi-tractor for transfer station. CIP #24-40** The quote from RDO Truck Center for a semi-tractor was accepted with a motion by Schilling and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

**18.C. Quotes from Motorola Solutions and Electronic Engineering in the total amount of \$22,206.81 for radio equipment for fire department.** Gray explained that this purchase will be reimbursed by the state. The quote from Motorola Solutions and Electronic Engineering for radio equipment was accepted with a motion by Jablonski and a second by Alarcòn. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

**18.D. Authorization of fire engine repairs and reallocation of general operating funds up to \$25,000.** Gray explained that an aging fire truck requires significant repairs and requested to reallocate up to \$25,000 from the fire department’s personal protection equipment budget in order to cover the costs. The fire engine repairs and reallocation of the fire department’s general operating funds of up to \$25,000 were approved with a motion from Alarcòn and a second by Jablonski. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

**18.E. Plans, specifications, estimate of cost in the amount of \$2,950,000, and authorization to advertise for bids for Concrete Paving Improvements 2025 and 11th Street Sidewalk Improvements CDBG 23-DTR-003 (plans and specifications on file in the engineering department). CIP #20-71, 75, 23-46, and 24-05.** The plans, specifications, estimate of cost, and authorization to advertise for bids for Concrete Paving Improvements 2025 and 11th Street Sidewalk Improvements CDBG 23-DTR-003 were approved with a motion by Jablonski and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

**18.F. Comments from mayor and city council members.** Bulkley welcomed new council member, AJ Palensky. Schilling invited the public to attend a performance by Vertical Voices at Columbus High School on Sunday, December 8th beginning at 2 p.m.

**19. RESOLUTIONS:**

**19.A. Resolution No. R24-136 approving employment agreement with City Administrator Tara L. Vasicek.** Resolution No. R24-136 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING EMPLOYMENT AGREEMENT WITH TARA L. VASICEK, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Jablonski and a second by Alarcòn. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

- 19.B. Resolution No. R24-137 amending Personnel Manual with regard to language pay, accrual of vacation, sick leave pay, holiday leave, written reprimand, and disciplinary action.** Vasicek noted these changes align with the recently completed benefit and wage study. Resolution No. R24-137 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND VARIOUS SECTIONS THE 2024 CITY OF COLUMBUS PERSONNEL POLICY MANUAL; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Alarcòn and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 19.C. Resolution No. R24-138 approving collective bargaining agreement with Columbus Police Department Fraternal Order of Police, Lodge No. 72 effective December 1, 2024, through December 31, 2029.** Resolution No. R24-138 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE CITY OF COLUMBUS POLICE DEPARTMENT FRATERNAL ORDER OF POLICE, LODGE NO. 72, EFFECTIVE DECEMBER 1, 2024, THROUGH DECEMBER 31, 2029, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 19.D. Resolution No. R24-139 approving Change Order No. 1 with Screed Tech LLC in the amount of \$29,987.42 for fire separation wall construction and extension of three working days for 8-Place T-Hangar project. CIP #23-30** Bogus explained that this request was made by the state fire marshal in order to meet code requirements. Vasicek clarified that this expense would still be covered within the budgeted capital project. Resolution No. R24-139 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING CHANGE ORDER NO. 1 WITH SCREED TECH LLC FOR FIRE SEPARATION WALL CONSTRUCTION IN THE AMOUNT OF \$29,987.42 AND EXTENSION OF THREE WORKING DAYS FOR AIRPORT 8-PLACE T-HANGAR PROJECT was adopted with a motion by Roth and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 19.E. Resolution No. R24-140 selecting design-build delivery system for concession and restroom building at Gerrard Park and designating City Engineer Rick Bogus to serve as performance criteria developer. CIP #25-34** Resolution No. R24-140 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SELECTING DESIGN-BUILD DELIVERY SYSTEM FOR DESIGN AND CONSTRUCTION

OF CONCESSION AND RESTROOM BUILDING AT GERRARD PARK AND DESIGNATING CITY ENGINEER RICK BOGUS, TO SERVE AS PERFORMANCE CRITERIA DEVELOPER IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 13-2901 THROUGH 13-2914, REISSUE REVISED STATUTES OF NEBRASKA, 1943, AS AMENDED was adopted with a motion by Hiemer and a second by Schilling. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

**19.F. Resolution No. R24-141 authorizing the Downtown Business Improvement District Board to use collected Business Improvement District No. 3 assessment funds to make enhancements in the designated district.** Van Iperen explained that the Downtown Business Improvement District (BID) Board intends to enhance to the downtown area with the addition of permanent lighting, planters, and benches. She added that this resolution outlines the Downtown BID Board’s responsibilities for maintaining, repairing, and funding these improvements. Resolution No. R24-141 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AUTHORIZE THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT BOARD TO INSTALL, CONTINUOUSLY MAINTAIN, REPLACE, REPAIR, AND/OR UPKEEP PLANTERS AND BENCHES IN THE DESIGNATED DOWNTOWN BUSINESS IMPROVEMENT DISTRICT AND PERMANENT LIGHTING IN FRANKFORT SQUARE USING COLLECTED ASSESSMENTS FROM THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT NO. 3 was adopted with a motion by Lopez and a second by Alarcón. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

**19.G. Resolution No. R24-142 approving loan agreement with Mad Fitness LLC in the amount of \$25,000 for purchasing real estate and/or fitness equipment using economic development plan funds as recommended by the Citizens Advisory Review Committee.** Jablonski noted that this is a significant project with additional assistance coming from Northeast Nebraska Economic Development District. He commended the owner’s efforts to repurpose and improve the downtown building located on 12th Street. Resolution No. R24-142 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA APPROVING A LOAN AGREEMENT WITH MAD FITNESS LLC IN THE AMOUNT OF \$25,000 AT 4% INTEREST FOR FINANCIAL ASSISTANCE WITH PURCHASING REAL ESTATE AND/OR FITNESS EQUIPMENT USING ECONOMIC DEVELOPMENT PLAN FUNDS AS RECOMMENDED BY THE CITIZENS ADVISORY REVIEW COMMITTEE, A COPY OF SAID AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTION THEREOF IN CONFLICT HEREWITH was adopted with a motion by Schilling and a second by Hiemer.

Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

- 19.H. Resolution No. R24-143 approving loan agreement with Platte County Fair Foundation in the amount of \$25,000 to support a feasibility and economic impact analysis using economic development plan funds, as recommended by the Citizens Advisory Review Committee.** Jeff Johnson, Vice President and Treasurer of the foundation, explained that the feasibility study will assess the community's needs and explore ways to repurpose the current buildings and the 97 acres within Ag Park. He noted that the study is expected to take approximately 12-14 weeks and will have a significant impact on the area's economic development. He emphasized that while there are many possibilities for the area, no decisions will be made until the study is completed. Resolution No. R24-143 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA APPROVING A LOAN AGREEMENT WITH PLATTE COUNTY FAIR FOUNDATION IN THE AMOUNT OF \$25,000 FOR FINANCIAL ASSISTANCE IN ITS DESIRED FINANCING OF A FEASIBILITY AND ECONOMIC IMPACT ANALYSIS OF SUSTAINABILITY IN REGARDS TO A NEW OR REDEVELOPED MULTIPURPOSE FAIRGROUND USING ECONOMIC DEVELOPMENT PLAN FUNDS AS RECOMMENDED BY THE CITIZENS ADVISORY REVIEW COMMITTEE, A COPY OF SAID AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTION THEREOF IN CONFLICT HEREWITH was adopted with a motion by Jablonski and a second by Alarcòn. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

- 20. ORDINANCES ON FIRST READING:** None
- 21. ORDINANCES ON SECOND READING:** None
- 22. ORDINANCES ON THIRD READING:** None
- 23. CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda.
- 24. UNFINISHED BUSINESS:** None
- 25. ADJOURNMENT:** The meeting adjourned at 6:40 p.m.

Presented and approved this 16th day of December 2024.

OFFICE OF THE CITY CLERK  
: Shuraya Choat

4.B. Reappointments of Keri Homolka and Jill Zaruba to Americans with Disabilities Compliance Committee for three year term.



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

## MEMORANDUM

**DATE:** December 6, 2024  
**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 16, 2024, 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)

Keri Homolka  
Jill Zaruba

  
James B. Bulkley, Mayor

4.C. Reappointments of Jeff Vaughn, Brad Keyes, and Brian Kenwood to Board of Airport Commissioners for two year term.



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

## MEMORANDUM

**DATE:** December 6, 2024  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Reappointment

With your permission, I wish to submit the following names to you for reappointment at the December 16, 2024, 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.

### COLUMBUS BOARD OF AIRPORT COMMISSIONERS

#### Two Year Term

Jeff Vaughn  
Brad Keyes  
Brian Kenwood

  
James B. Bulkley, Mayor

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4.D. Application from B & R Stores, Inc. dba Super Saver #18 for addition to liquor license at 3318 23 Street to include newly constructed building.



# COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL  
CITY OF COLUMBUS

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: NOVEMBER 25, 2024

SUBJECT: SUPER SAVER  
3318 23<sup>RD</sup> STREET  
COLUMBUS, NEBRASKA

LIQUOR MANAGER: ROBERT STEIDER

Super Saver is a grocery store that currently operates in Columbus. It is constructing a new building behind the current building. This is for the new building when construction is completed.

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

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

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

The Columbus Police Department has no recommendation.

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

There seems to be no traffic or parking problems. There is adequate parking in their parking lot and the street.

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

The area is zoned for business.

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

Sanitation or sanitary conditions are in order.

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

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

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

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

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

There are nine liquor licenses in the near vicinity of this location. One is at El Matador which is 0.1 miles away or a 3 minute walk, one is Fast Mart which is 0.1 miles away or a 3 minute walk, one is Hampton Inn which is 0.1 miles away or a 3 minute walk, one is Valentino's which is 0.2 miles away or a 5 minute walk, one is Casey's General Store which is 0.3 miles away or a 6 minute walk, one is Bo's West which is 0.3 miles away or a 6 minute walk, one is Hy-Vee Gas which is 0.3 miles away or a 6 minute walk, one is El Taco which is 0.3 miles away or a 7 minute walk, and there is also Hy-Vee which is 0.4 miles away or an 8 minute drive.

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

The proposed license is compatible with this area.

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

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

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

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

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

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

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

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

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

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

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

There does not appear that there will be any impact on local schools, libraries, parks, and other public institutions.

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

Activities will not create unreasonable noise.

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

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



# Nebraska Liquor Control

301 Centennial Mall  
South - 1st Floor PO  
Box 95046 Lincoln  
NE 68508

## Application Copy

File Number: 59754

AMENDMENT TYPE Reconstruction to Licensed Area	APPLICATION DATE RECEIVED 2024-11-18
PREMISES TYPE Converted	PREMISES NAME SUPER SAVER 18
OPERATOR B & R STORES INC	CORPORATE LIMIT DESIGNATION Inside
LEASE OR OWN Lease	EXPIRATION DATE 2030-07-23
PHYSICAL ADDRESS 3318 23RD ST COLUMBUS, NE 68601-3041	
MAILING ADDRESS 4554 W ST LINCOLN, NE 68503-2831	
CONTACT NAME RAYBOULD, PATRICK R	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 563-1884	ALTERNATE PHONE
FAX	EMAIL SUSAN@BRSTORES.COM
PREMISES MANAGER ROBERT G STEIDER	PREMISES MANAGER EMAIL ROB@BRSTORES.COM

## QUESTIONS

### Class C Beer, Wine Spirits On an

1. Current Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) \*Not square feet\*

L170 W265

2. New Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) \*Not square feet\*

L238 W250

3. What is being added, deleted or changed? Explain the type of addition/deletion/reconstruction, i.e. beer garden, adding to the building, storage area being removed. Fencing is required for outdoor areas.

New store being built behind old location at same address. Old location is to stay open and sell liquor until new location has all approvals from various state and local government agencies to open, then the new store will open and begin the sales of Alcohol. The building looks to be completed mid February 2025.

4. Is there an outdoor area?

\*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

No

5. Will a basement be used for alcoholic storage or sale?

No

6. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

1 floor used for liquor sales

## DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase	Store 18 Super Saver	Land lease and terms are not

Agreement	Columbus - Lease Agreement 10.27.2014.pdf	changing from original lease issued to location
Premises Description & Diagram	Sketch of new store Super Saver #18 License #074101.pdf	Sketch Number of floors = 1

APPLICANT

Susan Irvin

DECLARATION

I (We) the applicant(s) agree and consent

I declare under penalty of perjury that I have read the contents of this amendment application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

**COMMERCIAL LEASE AGREEMENT  
(Columbus Store)**

THIS COMMERCIAL LEASE AGREEMENT entered into this 27<sup>th</sup> day of October, 2014, between COLUMBUS REALTY HOLDINGS, LLC, a Nebraska limited liability company (the "Landlord") and B & R STORES, INC., a Nebraska corporation (the "Tenant").

**WITNESSETH:**

WHEREAS, Landlord purchased the property, as more fully described on Exhibit A ("Property"), on or about April 30, 2013, and took an assignment of prior owners' interest in all leases on the Property; and

WHEREAS, Landlord, as result of its purchase of the Property and assignment of the prior owners' interest in all leases currently leases the Property to Bramlage Investments ("Bramlage") (Bramlage is the successor-in-interest to the originally named tenant, Fred C. and Dorothy O. Bramlage) under a Lease Agreement dated January 28, 1974, as amended ("Ground Lease"); and

WHEREAS, Bramlage owns the improvements on the Property, including the grocery store building ("Building"), located on the property and leases the land and improvements to AWG Acquisitions, LLC ("AWG") (AWG is the successor-in-interest to the originally named tenant, Duckwall Stores, Inc.) under a Lease Agreement dated November 12, 1974, as amended ("Building Lease"); and

WHEREAS, AWG subleases the land and improvements to Tenant under a Sublease Agreement dated, February 23, 2004, as amended ("AWG Sublease"); and

WHEREAS, the Ground Lease, Building Lease, and AWG Sublease shall terminate on July 23, 2015 and the improvement shall at such time revert to Landlord; and

WHEREAS, Landlord and Tenant desire to enter into a Lease Agreement for the Property along with all improvements thereon, including the Building, to become effective upon the termination of the Ground Lease, Building Lease, and AWG Sublease.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Lease Agreement. Effective at the Effective Date, as hereinafter defined, Landlord, for and in consideration of the agreements of Tenant hereinafter mentioned, hereby leases to Tenant the Property, together with the buildings, structures and improvements erected and to be erected thereon (collectively the "Subject Property"). A schematic drawing of the above-

described property, delineating the portions so leased by a solid, black border, is attached to this Lease, marked as Exhibit B, and incorporated by reference herein.

2. Term and Option to Extend Lease. The initial term of this Lease shall begin on the Effective Date and on July 23, 2030. The Effective Date, shall be the date upon which the Ground Lease, Building Lease, and AWG Sublease terminate and the improvements on the Property revert to Landlord, which the parties anticipate will be at 12:01 a.m. on July 24, 2015. The Effective Date and the termination date shall be memorialized in a notice signed by Tenant and delivered to Landlord in a form substantially similar to Exhibit C.

Landlord hereby grants to the Tenant the exclusive right and option to renew or extend this Lease for five (5) terms of five (5) years each, commencing upon the expiration of the original or any renewal five-year term, provided:

- A. Tenant is not in default (beyond any applicable cure periods) of any of the terms, conditions and agreements of this Lease at the time the Lease is to be extended and has exercised all previous option terms; and
- B. Tenant notifies Landlord of its intention to extend the lease term, in writing, by certified mail, not less than one-hundred and twenty (120) days prior to the expiration of the then existing term.

During any renewal period, Tenant shall be bound by all the terms, conditions and agreements of this Lease.

3. Rent.

- A. Tenant agrees to pay Landlord, without prior notice of demand and without offset or deduction whatsoever, base rent at the initial monthly rate of Twenty Thousand Six Hundred Eighty Dollars and Ninety-Two Cents (\$20,680.92) (the "Monthly Rent"). Monthly Rent is subject to adjustment pursuant to Subparagraph C of this Section 3. Monthly Rent, whether or not adjusted, shall be paid monthly in advance on the first day of each calendar month of the term and any exercised option terms thereof, except that the first full payment of monthly rent shall be made by Tenant upon its execution of this Lease. Monthly Rent, whether or not adjusted, shall be prorated for partial months within the term. Tenant's covenant to pay rent shall be independent of every other covenant in this Lease.
- B. Tenant agrees that the Monthly Rent will be increased by five percent (5%) on the following dates: July 24, 2020; July 24, 2025; July 24, 2030 (assuming Tenant exercises its first option); July 24, 2035 (assuming Tenant exercises its second option); July 24, 2040 (assuming Tenant exercises its third option); July 24, 2045

(assuming Tenant exercises its fourth option); and July 24, 2050 (assuming Tenant exercises its fifth option).

- C. Notwithstanding Subparagraph 3.C, effective July 24, 2030, the Monthly Rent will be compared with an appropriate national index (with the preference for the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor) to assure that the Monthly Rent is consistent with the then current inflation and market factors as compared to such factors as of the Effective Date of this Lease. If Landlord concludes the Monthly Rent is not consistent with then current inflation and market factors, Landlord may make a one-time upward adjustment to reasonably account for such factors, which adjustment shall in no event be more than twelve percent (12%) above the Monthly Rent for the immediately preceding term. Such adjustments will be final and binding on the Tenant. If rent is so adjusted for the remaining term of the Lease (assuming Tenant is in compliance and has properly exercised the option terms), such adjusted Monthly Rent will be increased by five percent (5%) on the following dates: July 24, 2035, July 24, 2040, July 24, 2045, and July 24, 2050, respectively.
- D. The Base Year for the purposes of any adjustment made under Section 3.C. shall be the 2015 calendar year. In the event the index identified above is discontinued or ceases to be published, Landlord will substitute a comparable national index reflecting changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency, bank or financial institution, or any other recognized authority.
- E. The Monthly Rent provided for under the terms of this Lease shall be due on the first day of each month and delinquent on the fifth day of each month; and there shall be a late charge of Forty Dollars (\$40.00) per day starting on the tenth day of the month for each day the Monthly Rent remains unpaid after the fifth day of the month.

4. Utilities/Parking Lot. Tenant agrees to pay all charges for utilities assessed against the Subject Property, including electricity, heat, fuel, power, water, gas, telephone and garbage removal, and any and all other utility charges or expenses incurred in connection with said premises, furnished or supplied to or on any part of the premises during the term of this Lease and renewals thereof.

Tenant further agrees to furnish and install all replacement light bulbs, fluorescent tubes and all maintenance for the light and fluorescent fixtures which are required for the Subject Property. Tenant shall maintain the entrance doors and attached door hardware for the Subject Property at Tenant's expense. Tenant shall pay for seasonal checking and operating maintenance of heating and air-conditioning systems, including changing of filters.

Tenant shall pay all costs and charges for parking lot repair and maintenance, striping, and snow removal.

5. Taxes. Tenant agrees to pay all taxes incurred for the years 2015 and thereafter (subject to apportionment as set out below) when the same become due and before they become delinquent, during the terms of this Lease or any renewal, and all installments of special assessments. The first and last years' taxes and special assessment installments shall be apportioned pro rata as of the date of the beginning and ending of the Lease.

6. Assignment or Subleasing. Tenant shall not assign or sublease all or any part of the Subject Property, without the written approval of Landlord, which approval will not be unreasonably withheld, and such assignment or subletting without approval shall constitute a material breach. Landlord shall have the right to assign its interest under this Lease or the rent reserved hereunder. Tenant acknowledges that Landlord has granted an easement for two passageways across the Subject Property Premises to the auto parts store that is adjacent to the Subject Property, and Tenant consents to such easements and agrees Landlord shall be entitled to all rents from such easements.

7. Improvements. Tenant may place partitions and fixtures and make improvements and other alterations in the interior of the Subject Property at its own expense; provided, however, that prior to commencing any structural improvements or alterations, Tenant shall first obtain the written consent of the Landlord for the proposed work, which consent will not be unreasonably withheld or delayed. Landlord may require that such work be done by Landlord's own employees or under the Landlord's directions, but at the expense of Tenant, and Landlord may, as a condition to consenting to such work, require that Tenant give security that the Subject Property will be completed, free and clear of all liens and in a manner satisfactory to Landlord, and that the Subject Property will be repaired by Tenant or restored by Tenant to its former condition at the termination of the Lease at Tenant's sole cost and expense.

- A. Removal of Additions. All installations, additions, partitions, non-trade fixtures and improvements, temporary or permanent, except movable equipment and furniture belonging to the Tenant, in or upon the Subject Property, whether placed there by Tenant or by Landlord, shall be Landlord's property and shall remain upon the Subject Property, all without compensation, allowance or credit to Tenant; provided, that switchboards, wiring, instruments and similar equipment provided by the company rendering telephone service to the premises or other fixtures or equipment provided by third parties furnishing a service, installed upon notice to Landlord, which equipment and fixtures remain the property of the installer, shall not be covered by the agreement of Tenant contained in this paragraph.
- B. Property Presumed Abandoned. All Tenant's trade fixtures, movable furniture, equipment and other personal property not removed from the Subject Property prior to the expiration of the term hereof, and any additional option period for which

Tenant is required to pay rent under the terms of Paragraph 2 hereof, shall be conclusively presumed to have been abandoned by Tenant, and title thereto shall pass to Landlord under this Lease.

Nothing contained herein is to be construed to permit the Tenant to make structural alterations or changes in or to the Subject Property without Landlord consent.

8. Tenant's Personal Property and Removal Thereof. If Tenant shall not promptly remove all its property from the Subject Property whenever Landlord shall become entitled to possession thereof, Landlord may remove the same, or any of the same, and Tenant will pay Landlord, on demand, any and all expenses incurred in such removal and also storage on said effects for any length of time in which the same shall be in Landlord's possession or control; or if Tenant shall vacate or abandon the Subject Property and leave any goods or chattels in, upon or about the Subject Property for a period of more than thirty (30) days after such vacation or abandonment, or after termination of this Lease in any manner whatsoever, then Landlord shall have the right to sell all or any part of said property in accordance with the laws of the State of Nebraska, and to apply the proceeds of such sale first to the payment of all costs and expenses of conducting the sale and caring for or storing the goods and chattels; second, to apply the balance, if any, to any indebtedness due from Tenant to the Landlord; and third, to deliver any surplus to Tenant.

9. Repairs. Tenant agrees to make all necessary repairs to the exterior walls, exterior doors, windows and corridors, and roof and foundation of the Building. Tenant agrees to keep the Building in a safe, clean, neat and attractive condition, and to make repairs, if necessary, to interior walls, floors and ceilings. Tenant shall be responsible for all HVAC repairs and maintenance.

Tenant further agrees that it will make all non-structural repairs to the Subject Property and to do all redecoration, remodeling, alteration and painting in uniform colors, as may be designated by Landlord during the term of the Lease. Tenant will pay for any repairs to the Subject Property or the Building made necessary by any negligence or carelessness of Tenant or its employees or persons permitted on the Subject Property by Tenant, including glass breakage and damage to fixtures and appliances so caused; and Tenant will maintain the leased Subject Property in a safe, clean, neat and sanitary condition.

If Tenant does not make such repairs as set out above within a reasonable time after being notified by certified mail, then Landlord may make repairs and bill the Tenant accordingly.

Landlord shall not be liable or responsible for breakdowns or temporary interruptions in service to Tenant. There shall be no allowance to Tenant for inconvenience or injury to Subject Property arising from the making of any repairs to the Subject Property or the Building.

10. Insurance. Tenant covenants to carry insurance insuring the Tenant and naming the Landlord as a party insured against liability growing out of or arising from the demolition and removal of the present building and construction of improvements thereon, and the use or occupancy of the Subject Property, during the term of this Lease or any renewal, in an amount not less than \$2,000,000 to any one person and \$500,000 for property damage. Tenant shall also keep the improvements insured for fire and extended coverage in an amount sufficient to replace any damage and naming the Landlord as a party insured. In the event of any loss or damage to the Subject Property or improvements from any cause, it shall be the duty of the Tenant to replace and restore the same in good condition at Tenant's cost and expense, it being understood that Landlord shall not be obligated to make any repairs or replacements of any kind during this Lease or any extension thereof. Tenant shall provide Landlord a certificate of said insurance, which insurance cannot be canceled except on ten (10) days written notice to the Landlord, and the failure to provide said insurance shall constitute a material breach of this Lease. Landlord shall be named as an additional insured with an appropriate rider or endorsement on the policy of insurance required by this provision.

11. Risk of Loss. All risk of loss to the Subject Property, improvements or any property located thereon shall be that of the Tenant; and the Tenant shall have no right of offset of any rent or any obligation owed to the Landlord under this Lease for any cause, whether arising under this Lease or otherwise, including the Subject Property becoming untenable. To that end, if during the term of this Lease the Subject Property shall be damaged by fire or other casualty, the rent shall nonetheless remain in full force and effect and shall not be abated while the Subject Property remains untenable. Tenant shall dispatch and engage in prompt repairs to repair the Subject Property in a timely and commercially reasonable manner. If the repairs have not been commenced within thirty (30) days after such damage, Landlord may elect to declare default in accordance with the terms of this Lease and seek all remedies available to Landlord upon the event of a default under this Lease. Notwithstanding the foregoing, to the extent Landlord receives insurance proceeds as a result of casualty to the Subject Property, Landlord shall use such proceeds to repair and restore the Subject Property to a condition comparable to what existed prior to the casualty.

12. Indemnity/Hold Harmless. Tenant shall indemnify, hold harmless and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses (including reasonable attorney's fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind, and asserted by or on behalf of any person or governmental authority, arising from Tenant's use or occupancy of the Subject Property, including, but not limited to, (i) any failure by Tenant to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by Tenant; (ii) any failure by Tenant to comply with any statutes, ordinances, regulations or orders of any governmental authority; or (iii) any accident, death or personal injury, or damage to or loss or theft of property which shall occur in or about the Subject Property, except as the same be caused solely by the negligence of Landlord, its employees or agent.

13. Triple-Net Lease. This is a triple-net lease. The Landlord shall have no duty or obligation to expend any money or incur any debt or expense in connection with ownership, use or occupancy of the leased Subject Property or any activity conducted or happening thereon during the term of this Lease or any renewal thereof, and Tenant shall be solely liable for the same, except for loss or changes which may be caused by the negligence or fault of the Landlord, his agents, employees or representatives.

14. Holding Over. In the event Tenant shall hold over and remain in possession of the Subject Property after expiration of this Lease without written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall create a tenancy from month to month which may be terminated at any time by Landlord. Rent during the hold over period shall be five percent (5%) above the rate in place immediately prior to the hold over period.

15. No Contractor, Subcontractor or Materialmen's Liens. Any improvements upon the demised Subject Property shall be constructed for Tenant's benefit at Tenant's costs, and no contractors, subcontractors, laborers or materialmen can claim a lien against the fee, but said lien, if valid, shall be against the leasehold only. Any such liens attached to the Subject Property shall be released by Tenant within ten (10) days after demand by Landlord.

16. General Covenants of Tenant. Tenant covenants and agrees that during the term of this Lease or any renewal thereof:

- A. to pay the rental payments when due;
- B. to pay all charges for gas, water, electricity, sewer and other utility services; and all other charges and expenses incurred in connection with the Subject Property;
- C. to keep the Subject Property in good, clean and safe condition, making repairs when necessary;
- D. to release all liens and encumbrances attached to the Subject Property by virtue of any act or omission of Tenant within ten (10) days after demand by Landlord;
- E. to comply with all applicable laws, ordinances and recorded restrictive covenants pertaining to the Subject Property;
- F. to permit Landlord access to the Subject Property at reasonable hours for the purpose of inspecting same, provided adequate notice is given;
- G. at the termination of this Lease, to quit and surrender peaceable possession of the Subject Property, including all improvements, in good and clean condition to Landlord; and

H. to occupy the Subject Property and operate the business therefrom during competitive hours.

17. General Covenants of Landlord. Landlord covenants and agrees that during the term of this Lease or any renewal thereof:

- A. to do, execute or cause to be done or execute all such further acts, deeds and assurances as by Tenant, its successors or assigns shall be reasonably required for vesting fully and absolutely in its property and rights agreed to be hereby leased and given to Tenant, its successors and assigns, the full and entire benefit of this agreement;
- B. to defend Tenant in peaceable possession of Subject Property and quiet enjoyment of title; and
- C. to protect Tenant against the claims of any party or parties, should any contests ever arise as to ownership of the same.

18. Acceptance of Rent After Proceedings. It is agreed that after the service of notice or the commencement of suit, or after final judgment for possession of the Subject Property, the Landlord may receive and collect any rent due without prejudice to, or waiver of the remaining balance owing, or effect upon the said notice, suit or judgment.

19. Default. In the event of any of the following, the Landlord may, if the Landlord so desires, without further demand of any kind or further notice to the Tenant, or any other person, at once declare the Tenant to be in default and declare this Lease terminated:

- (i) failure of the Tenant in the payment of the rental, or any part thereof, or the payment of any other amount required to be paid by Tenant hereunder, for a period of ten (10) days after written notice from Landlord;
- (ii) failure of the Tenant in the performing, fulfilling, keeping or observing of any of the Tenant's other covenants, conditions, provisions or agreements herein contained for a period of thirty (30) days after written notice from Landlord; provided, however, that if such failure cannot be cured within 30 days, Tenant shall not be deemed to be in default so long as Tenant is working diligently to cure such failure;
- (iii) a petition in bankruptcy is filed by or against the Tenant;
- (iv) Tenant is adjudged bankrupt or insolvent by any court;
- (v) a trustee or receiver in bankruptcy or a receiver of any property of the Tenant is appointed in any suit or proceeding by or against the Tenant;
- (vi) the Subject Property becomes vacant or abandoned;
- (vii) this Lease, by operation of law, passes to any person other than the Tenant; or
- (viii) the leasehold interest is levied on under execution.

Upon termination, the Landlord may re-enter the Subject Property without any further formal notice or demand and hold and enjoy the same thenceforth as if this Lease had not been made, without prejudice, however, to any right of action or remedy of the Landlord in respect to any breach by the Tenant of any of the covenants herein contained. In case Landlord does not elect to take advantage of the right to terminate this Lease conferred by the foregoing provision of this section, the Landlord shall nevertheless have and Landlord is hereby expressly given the right to re-enter the Subject Property, with or without legal process, should any of the events hereinbefore specified take place or occur, and to remove the Tenant's signs, and all property and effects of the Tenant or other occupants of the Subject Property.

In the event of default, Landlord agrees to relet the Subject Property in an expeditious manner under the most reasonable terms available under the conditions. In case of such reletting, the Tenant shall be liable to the Landlord for the difference between the rents and payments herein reserved and agreed upon for the residue of the entire stipulated term of this Lease and the net rent for such residue of the term realized by the Landlord by such reletting, such net rent to be determined by deducting from the entire rent received by the Landlord from such reletting the expenses of recovering possession, reletting, altering and repairing said Subject Property, and collecting rent therefrom; and the Tenant hereby agrees to pay such deficiency each month as the same may accrue, with such payment being due within five (5) days after the expiration of each month during such residue of the term.

20. Condition of Subject Property. It is understood that no promises or representations, except as may be attached by addendum, have been made to the Tenant respecting the condition of said demised Subject Property, or the manner of operating said building, or by the making, at the cost of the Landlord, of repairs in said demised Subject Property or remodeling the existing Subject Property; and taking possession of said Subject Property by the Tenant shall be conclusive evidence against the Tenant that said Subject Property were in good and satisfactory condition when possession of the same was so taken, and the Tenant will, at the termination of this Lease, by lapse of time or otherwise, remove all of the Tenant's property therefrom and return said demised Subject Property to the Landlord in as good a condition as when received, ordinary wear and tear excepted.

21. Personal Property at Risk of Tenant. The personal property in the Subject Property shall be at the risk of the Tenant only. Landlord shall not, except in cases of Landlord's negligence, be liable for any damage to any property in said Subject Property caused by any force, including, but not limited to, steam, electricity, sewage, gas or odors, or from water, rain or snow, which may leak into, issue or flow from any part of the building, or from any other place or quarter, or for any damage done to the property of the Tenant moving the same to or from the building or the Subject Property. The Tenant shall give to Landlord, or its agents, prompt written notice of any accident to or defects in water pipes, gas or warming and cooling apparatus which shall be remedied with due diligence by Tenant. Tenant understands that Landlord is not maintaining any insurance on Tenant's personal property, and Tenant agrees to maintain the same.

22. Landlord's Reserved Rights. Landlord may enter upon the Subject Property and exercise the following rights with reasonable notice and without affecting an eviction or disturbance of Tenant's use or repossession or giving rise to any claim or setoff or abatement of rent:

- A. To take any and all reasonable measures, including inspections or the making of repairs, alterations, additions and improvements to the Subject Property or to the building necessary or desirable for the safety, protection, operation or preservation of the Subject Property of the building.
- B. To approve, in writing, prior to installation thereof, all signs on the Subject Property and the location thereof, which approval shall not be unreasonably withheld. All signs will be installed and maintained at Tenant's cost. Tenant will pay all utility costs associated with the operation of the sign(s). Tenant will maintain the sign(s) in their condition as when originally installed.
- C. Tenant shall not paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction on any part of the outside or inside of the building that may be offensive or in poor taste in the opinion of the Landlord. If it is offensive or in poor taste, Landlord reserves the right to order the advertising changed or removed.
- D. Provided, however, if the Subject Property are rendered wholly or partially untenantable by Landlord's exercise of any or all of the foregoing rights, the rent herein reserved shall be abated in proportion to the part of the Subject Property which becomes untenantable.

23. Subordination and Attornment. Subject to Tenant's rights under Section 17 hereof, Landlord reserves the right to place consensual liens and encumbrances on the Subject Property superior in lien and effect to this Lease. This Lease, at the option of Landlord, shall be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Subject Property or the building, and the Tenant agrees to execute and deliver, upon demand, such instrument subordinating this Lease to any such lien or encumbrance as shall be required by Landlord; provided, however, that any lienholder who takes possession of the Subject Property or any purchaser at a foreclosure sale shall not so long as Tenant is not in default beyond any cure period, disturb the Tenant in Tenant's possession of the Subject Property.

Tenant agrees to execute and deliver such further assurance and other documents (including a new Lease, upon the same terms and conditions as the within Lease) confirming the foregoing as such purchaser or other contracting party may reasonably request.

24. Time of Essence. Time is of the essence of all payments and covenants to be made and performed by Tenant.

25. Subsequent Sale. Landlord agrees that if it has received a bona fide offer in which to sell the Subject Property to a third party and is willing to sell the leased property at the offered price, it shall, prior to accepting such offer, offer to sell the leased Subject Property to the Tenant at the same price and upon the same terms offered by the third party. Tenant must give notice, in writing, of its acceptance within ten (10) days from the receipt of the offer from Landlord. Time is of the essence, and if such offer is not accepted by Tenant within ten (10) days after the receipt thereof, Landlord may sell the Subject Property to the third party, provided the sale is on the same terms and conditions and for the price set forth in the offer submitted to Tenant.

26. Easements. Landlord owns certain real property that is adjacent to the Subject Property. Landlord agrees to grant to Tenant the following:

A. Parking Easement. An exclusive parking easement over the adjacent property as set out in Exhibit D. The Grant of Easement set out at Exhibit D shall be executed and recorded upon the Effective Date. Tenant shall be responsible for all maintenance, repairs, striping, and snow removal on the Easement Premises set out in Exhibit D.

B. Truck Turn Easement. A non-exclusive access easement over the adjacent property as set out in Exhibit E. The Grant of Easement set out at Exhibit E shall be executed and recorded upon the Effective Date. Tenant shall be responsible for all maintenance, repairs, striping, and snow removal on the Easement Premises set out in Exhibit E.

27. Miscellaneous.

A. Notices. Any notices or demands are to be given hereunder to Landlord, Columbus Realty Holdings, LLC, 4554 "W", Lincoln, NE 68503, to Tenant, B & R Stores, Inc., at Tenant's offices in the building which is the subject of this Lease, or at such other address as either shall designate, and shall be by certified mail, return receipt requested.

B. Binding on Successors. All agreements, conditions and undertakings herein contained shall extend to and be binding on the personal representatives, heirs, successors and assigns of the respective parties hereto, but this Lease cannot be assigned or any part sublet without the express written consent of the Landlord, which consent will not be unreasonably withheld, and any attempt to so assign or sublet shall constitute a material breach of the Lease.

- C. Amendment in Writing. This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.
- D. Strict Performance. The failure of either Landlord or Tenant to insist upon strict performance of any of the covenants, agreements or obligations of this Lease shall not be deemed a waiver of any rights or remedies and shall not be deemed a waiver of any subsequent breach or default of any covenants, agreements or obligations of this Lease. The doing of anything which a party is not obligated to do hereunder shall not impose any future obligation or otherwise amend any provisions of this Lease.
- E. No Surrender. No surrender of the Subject Property shall be affected by Landlord's acceptance of the keys or of the rent, or by any other means whatsoever, without Landlord's written acknowledgment of such acceptance as a surrender.
- F. No Representations. No promises or representations, except as herein contained, have been made to Tenant respecting the condition of the Subject Property, or the manner of operating the building or otherwise, and the taking of possession of the Subject Property by Tenant shall be conclusive evidence as against Tenant that the Subject Property were in good and satisfactory condition at that time, latent defects excepted.
- G. Captions. The captions of the various sections in this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such sections.
- H. Severability. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

[Signature Block Follows]

COLUMBUS REALTY HOLDINGS, LLC, Landlord

Jane Raybould, Manager  
Jane Raybould, Manager

B & R STORES, INC., Tenant

Patrick Raybould  
Patrick Raybould, President

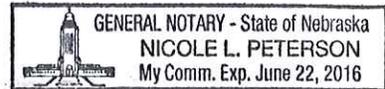
STATE OF NEBRASKA     )  
  ) SS.  
COUNTY OF LANCASTER    )

On this 27 day of October, 2014, before me, a Notary Public, in and for said County and State, personally appeared Jane Raybould, to me known to be the identical person whose name is affixed to the above and foregoing and she acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal the day and year first above written.

Nicole L. Peterson  
Notary Public

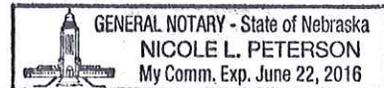
STATE OF NEBRASKA     )  
  ) SS.  
COUNTY OF LANCASTER    )



On this 27 day of October, 2014, before me, a Notary Public, in and for said County and State, personally appeared Patrick Raybould, to me known to be the identical person whose name is affixed to the above and foregoing and he acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year first above written.

Nicole L. Peterson  
Notary Public



## EXHIBIT A - PROPERTY DESCRIPTION

Parts of Lot 14, Wagner's Addition, Lot 3, D & L Addition and part of vacated 34<sup>th</sup> Avenue, all in the City of Columbus, Nebraska, described as follows:

Beginning at the southwest corner of Lot 3, D & L Addition to the City of Columbus, Nebraska, thence north along the east line of Lot 4, as extended north, a distance of 400 feet to a point, thence easterly at a deflection angle of 90 degrees 10' right with the last described line, a distance of 377.5 feet to the northeast corner of Lot 14, Wagner's Addition, thence south along the west line of 33<sup>rd</sup> Avenue, a distance of 226.5 feet to a point, thence southwesterly at a deflection angle of 5 degrees 40' right, with the last described line a distance of 70.85 feet to a point, thence south at a deflection angle of 5 degrees 40' left, with the last described line, a distance of 68.0 feet to a point, thence southwesterly at a deflection angle of 45 degrees 10' right, with the last described line, a distance of 49.39 feet, to a point, thence west, parallel to and 40 feet north of the center line of 23<sup>rd</sup> Street, a distance of 334.5 feet to the point of beginning containing 3.43 acres, more or less, which excepted area was acquired by the State of Nebraska Department of Roads for highway right of way purposes at Platte County Court Case No. CI04-1158.

**EXHIBIT**  
**B**

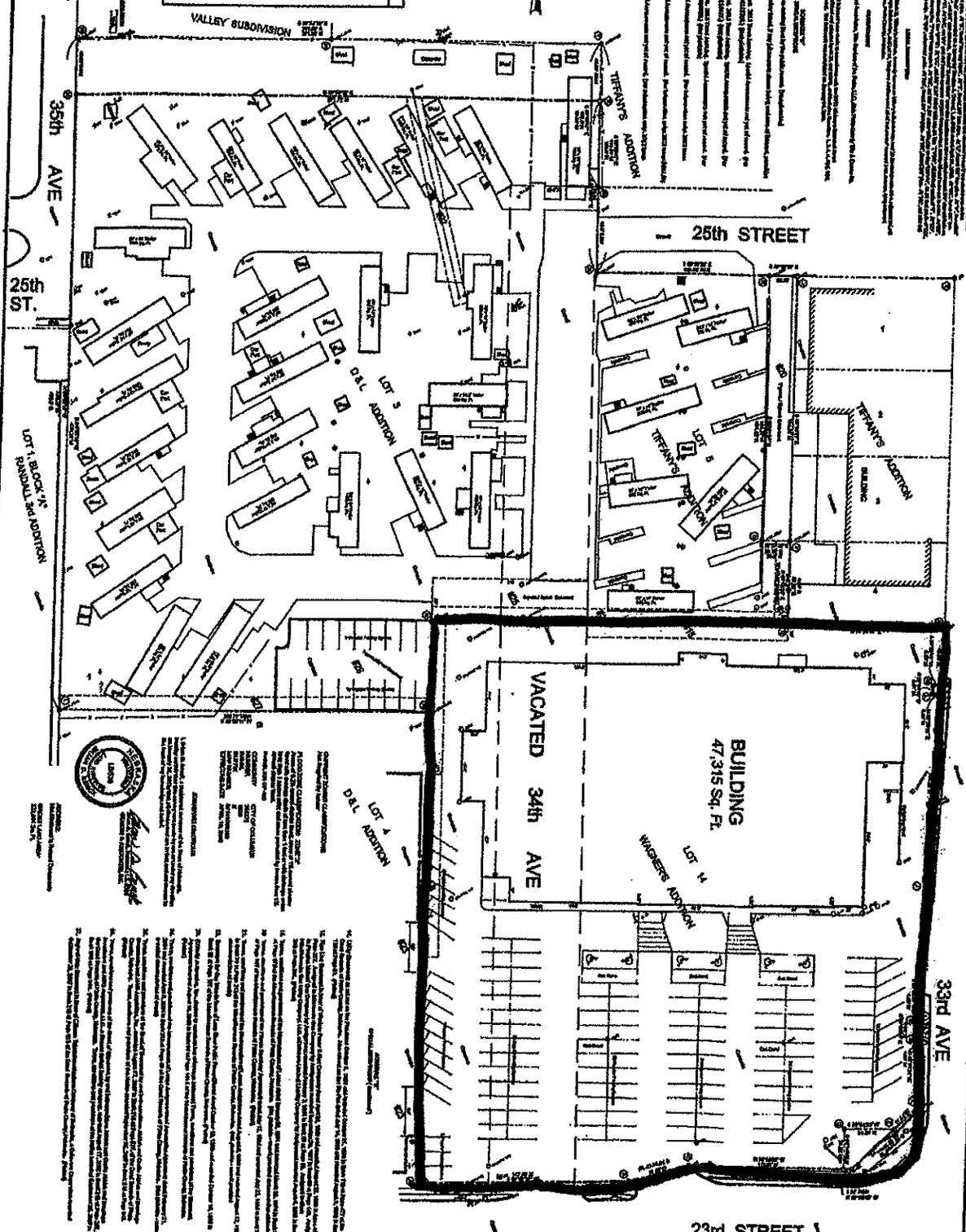
**SYMBOLS**

○	Center of Building
□	Corner of Building
○	Center of Lot
□	Corner of Lot
○	Center of Street
□	Corner of Street
○	Center of Alley
□	Corner of Alley
○	Center of Easement
□	Corner of Easement
○	Center of Right-of-Way
□	Corner of Right-of-Way
○	Center of Survey
□	Corner of Survey
○	Center of Monument
□	Corner of Monument
○	Center of Stake
□	Corner of Stake
○	Center of Nail
□	Corner of Nail
○	Center of Pipe
□	Corner of Pipe
○	Center of Wire
□	Corner of Wire
○	Center of Flag
□	Corner of Flag
○	Center of Marker
□	Corner of Marker
○	Center of Stake
□	Corner of Stake
○	Center of Nail
□	Corner of Nail
○	Center of Pipe
□	Corner of Pipe
○	Center of Wire
□	Corner of Wire
○	Center of Flag
□	Corner of Flag
○	Center of Marker
□	Corner of Marker



1. The Survey was made by the Surveyor on the ground and by the use of the following instruments: Transit, Level, Stadia Rods, and a Steel Tape.

2. The Survey was made in accordance with the provisions of the Act of March 3, 1878, and the Act of March 3, 1893, and the Act of March 3, 1909, and the Act of March 3, 1911, and the Act of March 3, 1913, and the Act of March 3, 1915, and the Act of March 3, 1917, and the Act of March 3, 1919, and the Act of March 3, 1921, and the Act of March 3, 1923, and the Act of March 3, 1925, and the Act of March 3, 1927, and the Act of March 3, 1929, and the Act of March 3, 1931, and the Act of March 3, 1933, and the Act of March 3, 1935, and the Act of March 3, 1937, and the Act of March 3, 1939, and the Act of March 3, 1941, and the Act of March 3, 1943, and the Act of March 3, 1945, and the Act of March 3, 1947, and the Act of March 3, 1949, and the Act of March 3, 1951, and the Act of March 3, 1953, and the Act of March 3, 1955, and the Act of March 3, 1957, and the Act of March 3, 1959, and the Act of March 3, 1961, and the Act of March 3, 1963, and the Act of March 3, 1965, and the Act of March 3, 1967, and the Act of March 3, 1969, and the Act of March 3, 1971, and the Act of March 3, 1973, and the Act of March 3, 1975, and the Act of March 3, 1977, and the Act of March 3, 1979, and the Act of March 3, 1981, and the Act of March 3, 1983, and the Act of March 3, 1985, and the Act of March 3, 1987, and the Act of March 3, 1989, and the Act of March 3, 1991, and the Act of March 3, 1993, and the Act of March 3, 1995, and the Act of March 3, 1997, and the Act of March 3, 1999, and the Act of March 3, 2001, and the Act of March 3, 2003, and the Act of March 3, 2005, and the Act of March 3, 2007, and the Act of March 3, 2009, and the Act of March 3, 2011, and the Act of March 3, 2013, and the Act of March 3, 2015, and the Act of March 3, 2017, and the Act of March 3, 2019, and the Act of March 3, 2021, and the Act of March 3, 2023, and the Act of March 3, 2025.



**STATE OF NEBRASKA**  
**DEPARTMENT OF REVENUE**  
**LAND TITLE SURVEY**

1. The Survey was made by the Surveyor on the ground and by the use of the following instruments: Transit, Level, Stadia Rods, and a Steel Tape.

2. The Survey was made in accordance with the provisions of the Act of March 3, 1878, and the Act of March 3, 1893, and the Act of March 3, 1909, and the Act of March 3, 1911, and the Act of March 3, 1913, and the Act of March 3, 1915, and the Act of March 3, 1917, and the Act of March 3, 1919, and the Act of March 3, 1921, and the Act of March 3, 1923, and the Act of March 3, 1925, and the Act of March 3, 1927, and the Act of March 3, 1929, and the Act of March 3, 1931, and the Act of March 3, 1933, and the Act of March 3, 1935, and the Act of March 3, 1937, and the Act of March 3, 1939, and the Act of March 3, 1941, and the Act of March 3, 1943, and the Act of March 3, 1945, and the Act of March 3, 1947, and the Act of March 3, 1949, and the Act of March 3, 1951, and the Act of March 3, 1953, and the Act of March 3, 1955, and the Act of March 3, 1957, and the Act of March 3, 1959, and the Act of March 3, 1961, and the Act of March 3, 1963, and the Act of March 3, 1965, and the Act of March 3, 1967, and the Act of March 3, 1969, and the Act of March 3, 1971, and the Act of March 3, 1973, and the Act of March 3, 1975, and the Act of March 3, 1977, and the Act of March 3, 1979, and the Act of March 3, 1981, and the Act of March 3, 1983, and the Act of March 3, 1985, and the Act of March 3, 1987, and the Act of March 3, 1989, and the Act of March 3, 1991, and the Act of March 3, 1993, and the Act of March 3, 1995, and the Act of March 3, 1997, and the Act of March 3, 1999, and the Act of March 3, 2001, and the Act of March 3, 2003, and the Act of March 3, 2005, and the Act of March 3, 2007, and the Act of March 3, 2009, and the Act of March 3, 2011, and the Act of March 3, 2013, and the Act of March 3, 2015, and the Act of March 3, 2017, and the Act of March 3, 2019, and the Act of March 3, 2021, and the Act of March 3, 2023, and the Act of March 3, 2025.

**B&R STORES, INC. - SUPER SAVER**  
**COLUMBUS, NEBRASKA**  
**ALTA/ACSM LAND TITLE SURVEY**

**GILMORE & ASSOCIATES INC.**  
Engineers-Surveyors

Survey No. 10 of 10000 1-800-331-3581

STATE OF NEBRASKA  
DEPARTMENT OF REVENUE  
LAND TITLE SURVEY

EXHIBIT C  
EFFECTIVE DATE ACKNOWLEDGMENT

This effective date acknowledgment, is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Columbus Realty Holdings, LLC ("Landlord") and B&R Stores, Inc. ("Tenant").

1. The Landlord and the Tenant previously entered into a Lease Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2014 (the "Lease").
2. The parties hereby acknowledge that the effective date for the initial term of the Lease shall be 12:01 a.m. on the \_\_\_\_ day of \_\_\_\_\_, 2015.
3. The termination date of the initial term of the Lease shall be at 11:59 p.m. on the 23rd day of July, 2030, subject to Lessee's options to extend the term of the Lease.
4. This acknowledgment is executed pursuant to the paragraph in the Lease entitled "Term and Option to Extend Lease," and in no way alters, modifies or amends the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Effective Date Acknowledgment on the day, month and year first set out above.

B & R STORES, INC.,  
A Nebraska Corporation,  
Tenant

By \_\_\_\_\_  
Patrick Raybould, President

COLUMBUS REALTY HOLDINGS, LLC,  
A Nebraska Limited Liability Company,  
Lessor

By \_\_\_\_\_  
Jane Raybould, Manager

EXHIBIT D – PARKING EASEMENT

GRANT OF EASEMENT

This Easement Grant is made between Columbus Realty Holdings, LLC, a Nebraska Limited Liability Company (hereinafter referred to as "Grantors") and B&R Stores, Inc., a Nebraska Corporation (hereinafter referred to as "Grantee"), and any Lessee and successor in interest to Grantee.

The following recitals of fact are a material part of this instrument:

- A. The Grantor is the owner of a tract of land described as follows and hereafter referred to as "Parcel 1":

See Attachment "A"

- B. The Grantor is the owner of a tract of land described as follows and hereafter referred to as "Parcel 2":

See Attachment "B"

The Grantor leases Parcel 2 to B&R Stores, Inc.

- C. The Grantor wishes to grant and the Grantee wishes to receive an easement over, under and across that part of Parcel 1 (hereafter referred to as the "Easement Premises") and shown on the document attached hereto as Attachment "C" and described as follows:

Starting at the Northwest Corner of Parcel 2 and then proceed westerly for a distance of 101 feet, then proceed southerly for a distance of 20 feet, then westerly for a distance of 9 feet, then proceeds southerly to the south line of Lot 4 D&L Addition, then easterly for a distance of 110 feet, then northerly, along the west line of Parcel 2 back to the point of beginning.

Now, therefore, in consideration of One Dollar (\$1) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants and restrictions are made:

1. Grant of Easement. The Grantor hereby grants to the Grantee and its successors, assigns, subtenants, tenants, licensees, guests, and lawful entrants, an easement appurtenant to Parcel 2, and described above in the form of a perpetual easement for ingress and egress over, under and across the Easement Premises, together with the full and free right for the Grantee and

its tenants, subtenants, servants, visitors, licensees, invitees, and lawful entrants, at all times hereafter, to pass and re-pass over the Easement Premises and to park vehicles on the Easement Premises. Such easement shall be of force and effect from the Effective Date set out below until the Lease Agreement dated the \_\_\_ day of \_\_\_\_\_, 2014 between Grantor and Grantee terminates.

2. Use of Easement Premises. Use of the Easement Premises is not confined to present uses of Parcel 2, the present buildings thereon, or present means of transportation. The construction of any building or improvement, further improvement of any present improvements, and installation or maintenance by the Grantee of pipes, conduits, or wires under, upon or over the Easement Premises is permitted. Exclusive use of the Easement Premises is hereby granted.

3. Use of Parcels 1 and 2. The granting of this easement shall not be deemed to be a limitation or restriction on the otherwise lawful use of Parcel 1 or Parcel 2.

4. Division of Dominant Tenement. If Parcel 2 is hereafter divided into two or more parts by separation of ownership or by lease, all such parties shall enjoy the benefit of the easement hereby created.

5. Title Insurance and Escrow. Should Grantee so desire, Grantee may apply for a title insurance policy insuring the easement hereby granted.

6. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the tenants, successors and assigns of the parties hereto.

7. Termination of Covenant Liability. Whenever a transfer of ownership of either parcel takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates, except that the Grantor herein remains liable for breaches of covenants of title.

8. Construction. The rule of strict construction shall not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of complete enjoyment on the Grantee is carried out.

9. Effective Date. This grant of easement shall become effective upon the full execution of this instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COLUMBUS REALTY HOLDINGS, LLC, Landlord

\_\_\_\_\_  
Jane Raybould, Manager

B & R STORES, INC., Tenant

\_\_\_\_\_  
Patrick Raybould, President

STATE OF NEBRASKA     )  
                                  ) SS.  
COUNTY OF LANCASTER )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public, in and for said County and State, personally appeared Jane Raybould, to me known to be the identical person whose name is affixed to the above and foregoing and she acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal the day and year first above written.

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

STATE OF NEBRASKA     )  
                                  ) SS.  
COUNTY OF LANCASTER )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public, in and for said County and State, personally appeared Patrick Raybould, to me known to be the identical person whose name is affixed to the above and foregoing and he acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year first above written.

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

**ATTACHMENT "A"**  
**Description of Parcel 1**

**Lot 3, D & L Addition to the City of Columbus, Platte County, Nebraska, except the portion thereof described as part of Parcel 2 in Attachment B Hereof.**

## ATTACHMENT "B"

### Description of Parcel 2

Parts of Lot 14, Wagner's Addition, Lot 3, D & L Addition and part of vacated 34<sup>th</sup> Avenue, all in the City of Columbus, Nebraska, described as follows:

Beginning at the southwest corner of Lot 3, D & L Addition to the City of Columbus, Nebraska, thence north along the east line of Lot 4, as extended north, a distance of 400 feet to a point, thence easterly at a deflection angle of 90 degrees 10' right with the last described line, a distance of 377.5 feet to the northeast corner of Lot 14, Wagner's Addition, thence south along the west line of 33<sup>rd</sup> Avenue, a distance of 226.5 feet to a point, thence southwesterly at a deflection angle of 5 degrees 40' right, with the last described line a distance of 70.85 feet to a point, thence south at a deflection angle of 5 degrees 40' left, with the last described line, a distance of 68.0 feet to a point, thence southwesterly at a deflection angle of 45 degrees 10' right, with the last described line, a distance of 49.39 feet, to a point, thence west, parallel to and 40 feet north of the center line of 23<sup>rd</sup> Street, a distance of 334.5 feet to the point of beginning containing 3.43 acres, more or less, which excepted area was acquired by the State of Nebraska Department of Roads for highway right of way purposes at Platte County Court Case No. CI04-1158.



## EXHIBIT E – TRUCK TURN EASEMENT

### GRANT OF EASEMENT

This Easement Grant is made between Columbus Realty Holdings, LLC, a Nebraska Limited Liability Company (hereinafter referred to as "Grantors") and B&R Stores, Inc., a Nebraska Corporation (hereinafter referred to as "Grantee"), and any Lessee and successor in interest to Grantee.

The following recitals of fact are a material part of this instrument:

- A. The Grantor is the owner of a tract of land described as follows and hereafter referred to as "Parcel 1":

See Attachment "A"

- B. The Grantor is the owner of a tract of land described as follows and hereafter referred to as "Parcel 2":

See Attachment "B"

The Grantor leases Parcel 2 to B&R Stores, Inc.

- C. The Grantor wishes to grant and the Grantee wishes to receive an easement over, under and across that part of Parcel 1 (hereafter referred to as the "Easement Premises") shown as a 110' x 30' ingress/egress easement on the document attached hereto as Attachment "C" and described as follows:

Starting at the Northwest Corner of Parcel 2 and then proceed northerly on Parcel 1 for a distance of 30 feet, and then easterly for a distance of 110 feet, then southerly for a distance of 30 feet, then westerly for a distance of 110 feet back to the point of beginning.

Now, therefore, in consideration of One Dollar (\$1) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants and restrictions are made:

1. Grant of Easement. The Grantor hereby grants to the Grantee, its tenants, successors and assigns, an easement appurtenant to Parcel 2, and described above for ingress and egress over, under and across the Easement Premises, together with the full and free right for the Grantee and their tenants, subtenants, servants, visitors, licensees, invitees, and lawful entrants at

all times after the effective date, to pass and re-pass over the Easement Premises. Such easement shall be of force and effect until the Lease Agreement dated the \_\_\_ day of \_\_\_\_\_, 2015 between Grantor and Grantee terminates.

2. Use of Easement Premises.

A. It is specifically understood by the parties hereto that the Easement is being granted to permit vehicles of the Grantee and of their tenants, subtenants, servants, visitors, licensees, invitees, and lawful entrants to traverse across the Easement Premises and to construct, maintain, and improve a roadway sufficient to support a semi-tractor and trailer. The Grantee's use of the Easement Premises is specifically limited to these purposes and any purposes incidental thereto.

B. The use of the Easement Premises shall be nonexclusive, except that Grantor agrees not to use or permit the Easement Premises to be used in such a manner as to obstruct the ability of vehicles of the Grantee and its tenants, subtenants, servants, visitors, licensees, invitees, and lawful entrants, to traverse across the Easement Premises.

C. Grantee agrees that neither it nor its tenants, subtenants, servants, visitors, licensees, invitees, and lawful entrants shall be permitted to park on the Easement Premises. Grantor agrees that neither it nor its tenants, subtenants, servants, visitors, licensees, invitees, and lawful entrants shall be permitted to park on or obstruct Grantee's use of the Easement Premises. As used herein the term "park" shall mean to leave a vehicle unattended for more than twenty minutes, unless leaving a vehicle unattended for more than twenty minutes is necessary for the construction, maintenance, or improvement of the roadway on the Easement Premises. Grantor shall not be responsible for maintenance of the easement area or for removal of vehicles parked in the easement area unless such vehicles are owned or registered by Grantor.

3. Use of Parcels 1 and 2. Except as provided herein, the granting of this easement shall not be deemed to be a limitation or restriction on the otherwise lawful use of Parcel 1 or Parcel 2.

4. Division of Dominant Tenement. If Parcel 2 is hereafter divided into two or more parts by separation of ownership or by lease, all such parties shall enjoy the benefit of the easement hereby created.

5. Title Insurance and Escrow. Should Grantee so desire, Grantee may apply for a title insurance policy insuring the easement hereby granted.

6. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the tenants, successors

and assigns of the parties hereto.

7. Termination of Covenant Liability. Whenever a transfer of ownership of either parcel takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates, except that the Grantor herein remains liable for breaches of covenants of title.

8. Construction. The rule of strict construction shall not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of complete enjoyment on the Grantee is carried out.

9. Effective Date. This grant of easement shall become effective upon the full execution of this instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COLUMBUS REALTY HOLDINGS, LLC, Landlord

\_\_\_\_\_  
Jane Raybould, Manager

B & R STORES, INC., Tenant

\_\_\_\_\_  
Patrick Raybould, President

STATE OF NEBRASKA     )  
  ) SS.  
COUNTY OF LANCASTER )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public, in and for said County and State, personally appeared Jane Raybould, to me known to be the identical person whose name is affixed to the above and foregoing and she acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal the day and year first above written.

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

STATE OF NEBRASKA     )  
  ) SS.  
COUNTY OF LANCASTER   )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public, in and for said County and State, personally appeared Patrick Raybould, to me known to be the identical person whose name is affixed to the above and foregoing and he acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year first above written.

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

**ATTACHMENT "A"**

**Description of Parcel 1**

**Lot 5 of Block B, Tiffany's Addition, and including private way directly west of Lots 1, 2, and 3 of Tiffany's Addition being a strip 20 feet wide and 184.82 feet in length, to the City of Columbus, Platte County, Nebraska.**

**Any additional vacated portions of 34<sup>th</sup> Avenue of the City of Columbus, Nebraska abutting the above-described tracts.**

ATTACHMENT "B"

Description of Parcel 2

Parts of Lot 14, Wagner's Addition, Lot 3, D & L Addition and part of vacated 34<sup>th</sup> Avenue, all in the City of Columbus, Nebraska, described as follows:

Beginning at the southwest corner of Lot 3, D & L Addition to the City of Columbus, Nebraska, thence north along the east line of Lot 4, as extended north, a distance of 400 feet to a point, thence easterly at a deflection angle of 90 degrees 10' right with the last described line, a distance of 377.5 feet to the northeast corner of Lot 14, Wagner's Addition, thence south along the west line of 33<sup>rd</sup> Avenue, a distance of 226.5 feet to a point, thence southwesterly at a deflection angle of 5 degrees 40' right, with the last described line a distance of 70.85 feet to a point, thence south at a deflection angle of 5 degrees 40' left, with the last described line, a distance of 68.0 feet to a point, thence southwesterly at a deflection angle of 45 degrees 10' right, with the last described line, a distance of 49.39 feet, to a point, thence west, parallel to and 40 feet north of the center line of 23<sup>rd</sup> Street, a distance of 334.5 feet to the point of beginning containing 3.43 acres, more or less, except an area of 9,208.64 sq. ft., more or less, along the east and south boundaries of the described property, which excepted area was acquired by the State of Nebraska Department of Roads for highway right of way purposes at Platte County Court Case No. CI04-1158.

ATTACHMENT C



4.E. Resolution No. R24-144 authorizing payment of various improvement projects.

**RESOLUTION NO. R24-144**

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: BIERMAN CONTRACTING, INC., CENTENNIAL PARK RESTROOM AND CONCESSION BUILDING, \$132,516.00; GEHRING CONSTRUCTION & READY MIX CO., INC., PAVING AND INFRASTRUCTURE OF VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT, \$12,322.00.

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:

Bierman Contracting, Inc.	Centennial Park RR & Conc Bldg	\$132,516.00
Gehring Const & Ready Mix Co., Inc.	Vitality Village Subdiv & Comm Bldg South Parking Lot	\$ 12,322.00

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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 4 PAGES

TO OWNER: PROJECT: *Centennial Park*  
*City of Columbus* RR & Concession  
 2500 14th Street Suite 3  
 Columbus, NE 68601 100-150-57200-24030 - 132,516.00

FROM CONTRACTOR: VIA ARCHITECT:  
*Bierman Contracting, Inc* Name  
 PO Box 1887 Address  
 Columbus, NE 68602 City, State Zip

CONTRACT FOR:

APPLICATION NO: *November (4)* Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

PERIOD TO: *November 29, 2024*

PROJECT NOS: *24-016*

CONTRACT DATE: *July 24, 2024*

## 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  | \$ | <u>640,914.00</u> |
| 2. Net change by Change Orders  | \$ | <u>0.00</u>       |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2)                                      | \$ | <u>640,914.00</u> |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)                    | \$ | <u>497,285.00</u> |
| 5. RETAINAGE:   |    |                   |
| a. 10 % of Completed Work (Column D + E on G703)                          | \$ | <u>49,728.50</u>  |
| b. _____ % of Stored Material (Column F on G703)                          | \$ | _____             |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703)              | \$ | <u>49,728.50</u>  |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)                 | \$ | <u>447,556.50</u> |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | <u>315,040.50</u> |
| 8. CURRENT PAYMENT DUE  | \$ | <u>132,516.00</u> |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)            | \$ | <u>193,357.50</u> |

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:  Date: November 26, 2024

State of: *NEBRASKA* County of: *PLATTE*  
 Subscribed and sworn to before me this  
 26th Day of November, 2024

Notary Public:   
 My Commission expires: \_\_\_\_\_

## 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 . . . . . \$ 132,516.00

(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:  Date: 12-6-2024

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.

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

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: November (4)

APPLICATION DATE: November 26, 2024

PERIOD TO: November 29, 2024

CONTRACTOR'S PROJECT NO: 24-016

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Design - Included Previous Invoices	\$0.00							10%
2	General Conditions	\$88,850.00	\$38,850.00	\$20,000.00		\$58,850.00	66.24%	\$30,000.00	\$5,885.00
3	Surveying & Staking	\$1,650.00	\$1,650.00	\$0.00		\$1,650.00	100.00%		\$165.00
4	Misc. Demolition	\$605.00	\$605.00	\$0.00		\$605.00	100.00%		\$60.50
5	Site Work	\$6,050.00	\$6,050.00	\$0.00		\$6,050.00	100.00%		\$605.00
6	Grading	\$2,750.00	\$1,250.00	\$0.00		\$1,250.00	45.45%	\$1,500.00	\$125.00
7	Construction Fence	\$2,024.00	\$2,024.00	\$0.00		\$2,024.00	100.00%		\$202.40
8	Termite Control Treatment	\$1,012.00	\$1,012.00	\$0.00		\$1,012.00	100.00%		\$101.20
9	Hydroseeding	\$5,500.00					0.00%	\$5,500.00	\$0.00
10	Reinforcement - Masonry/CIP Conc.	\$8,869.00	\$8,869.00	\$0.00		\$8,869.00	100.00%		\$886.90
11	Foundations & Stoops	\$28,578.00	\$28,578.00	\$0.00		\$28,578.00	100.00%		\$2,857.80
12	Backfilling	\$1,650.00	\$1,650.00	\$0.00		\$1,650.00	100.00%		\$165.00
13	Slab & Exterior CIP Concrete	\$38,066.00	\$38,066.00	\$0.00		\$38,066.00	100.00%		\$3,806.60
14	Set Trench Drains	\$1,969.00	\$1,969.00	\$0.00		\$1,969.00	100.00%		\$196.90
15	Concrete Counter Seal	\$4,884.00	\$4,884.00	\$0.00		\$4,884.00	100.00%		\$488.40
16	Yard Cleanout Concrete Pad	\$550.00	\$550.00	\$0.00		\$550.00	100.00%		\$55.00
17	Masonry - Material & Labor	\$98,325.00	\$98,325.00	\$0.00		\$98,325.00	100.00%		\$9,832.50
18	Steel Division - Material & Labor	\$3,124.00	\$3,124.00	\$0.00		\$3,124.00	100.00%		\$312.40
19	Rough Carpentry - Material & Labor	\$35,397.00	\$35,397.00	\$0.00		\$35,397.00	100.00%		\$3,539.70
20	Metal Package:	\$34,237.00	\$18,237.00	\$16,000.00		\$34,237.00	100.00%		\$3,423.70
21	Roof & Wall Panel, Ridge Vent								
22	Gutters & Downs, Soffit Panel								
23	Flat Stock								
24	Joint Sealers								
<b>SUB TOTALS of Page 2</b>		\$364,090.00	\$291,090.00	\$36,000.00	\$0.00	\$327,090.00	89.84%	\$37,000.00	\$32,709.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: *November (4)*

Contractor's signed certification is attached.

APPLICATION DATE: *November 26, 2024*

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: *November 29, 2024*

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR'S PROJECT NO: *24-016*

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Walk Door & Frame - Mat. & Lab.	\$18,423.00	\$8,147.00	\$10,276.00		\$18,423.00	100.00%		\$1,842.30
2	Sectional Overhead Doors - M&L:	\$23,210.00		\$23,210.00		\$23,210.00	100.00%		\$2,321.00
3	Coiling Counter Doors - M&L								
4	Ceiling Access Door - Mat. & Lab.	\$688.00		\$688.00		\$688.00	100.00%		\$68.80
5	Gypsum Board Assemblies	\$9,636.00		\$9,636.00		\$9,636.00	100.00%		\$963.60
6	Painting	\$7,928.00					0.00%	\$7,928.00	\$0.00
7	Concrete Floor Hardner / Sealer	\$4,224.00					0.00%	\$4,224.00	\$0.00
8	Restroom Signage	\$110.00					0.00%	\$110.00	\$0.00
9	Restroom Partitions	\$8,930.00		\$8,930.00		\$8,930.00	100.00%		\$893.00
10	Restroom Accessory Materials	\$4,608.00	\$4,608.00	\$0.00		\$4,608.00	100.00%		\$460.80
11	Restroom Specialty - Labor	\$3,392.00					0.00%	\$3,392.00	\$0.00
12	Plumbing & Utility Package:	\$78,562.00	\$25,000.00	\$15,500.00		\$40,500.00	51.55%	\$38,062.00	\$4,050.00
13	Plumbing Piping Insulation								
14	Sanitary Sewer Utility								
15	Domestic Water Utility /								
16	Shutoff Manhole								
17	Temporary Water								
18	Trench Drain Material								
19	HVAC Package:	\$10,230.00					0.00%	\$10,230.00	\$0.00
20	Exhaust Fans								
21	Duct Insulation								
22	Exhaust Louvers								
23	Brick Vents								
24									
<b>SUB TOTALS of Page 1 &amp; 2</b>		\$534,031.00	\$328,845.00	\$104,240.00	\$0.00	\$433,085.00	81.10%	\$100,946.00	\$43,308.50

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 4 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: *November (4)*

Contractor's signed certification is attached.

APPLICATION DATE: *November 26, 2024*

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: *November 29, 2024*

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR'S PROJECT NO: *24-016*

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	<b>Electrical Package:</b>	\$106,883.00	\$21,200.00	\$43,000.00		\$64,200.00	60.07%	\$42,683.00	10%
2	Electrical								
3	Service Feeders & Meter Socket								
4	Hand Dryers								
5	Temporary Power								
6	Vault for Splicing								
7									
8	<b>Change Orders:</b>								
9	<b>CO#1- Water Heater Deduction</b>								
10	<b>CO#2- Additional 6' Concrete Walk</b>								
11	East Side 24'								
12	North Side 138'								
13	<b>CO#3- Additional 4' Concrete Walk</b>								
14	West Side 120'								
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
<b>GRAND TOTALS</b>		\$640,914.00	\$350,045.00	\$147,240.00	\$0.00	\$497,285.00	77.59%	\$143,629.00	\$49,728.50

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



## Contractor's Application and Certificate of Payment

100-100-57200-24041 - 12,322.00

		Contractor's Application for Payment No: <span style="float: right;">11</span>	
		Application Period: (From - to) <span style="float: right;">11/19/24 to 12/3/24</span>	
To: City of Columbus (Owner)	From (Contractor): GEHRING CONSTRUCTION & READY MIX CO., INC.	Contractor's Project No.:	
Project Name: VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT	Via ( Consulting Engineer / Architect): City of Columbus		
Fiscal Year Budget Number: SEE PROJECT SECTIONS			

### Application For Payment

#### Field Order and Change Order Summary

Field (FO#) and Change Orders (CO#) Approved:		
Number	Additions	Deductions
FO3	\$ 3,850.00	
TOTALS	\$ 3,850.00	\$ -
NET CHANGE	\$ 3,850.00	

1. ORIGINAL CONTRACT PRICE.....	\$	2,119,661.00
2. Net change by Field Order and Change Orders.....	\$	3,850.00
3. Current Contract Price (Line 1 ± 2).....	\$	2,123,511.00
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	1,839,271.00
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$	106,175.55
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	1,733,095.45
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	1,720,773.45
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	12,322.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$	390,415.55

(To double check Line 9 Take Column 1 + Line 5 should = Line 9 calculations)

#### Contractor's Certification

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

Contractor: Gehring Construction & Ready Mix Co., Inc.  
 By: Stephen Anderson Date: 12-3-24  
 Printed/Typed Name: Stephen Anderson

Payment of: \_\_\_\_\_  
 (Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_  
 (Consulting Engineer/Architect) \_\_\_\_\_ (Date)

Payment of: \$ \_\_\_\_\_  
 12,322.00  
 (Line 8 or other - attach explanation of the other amount)

is approved by: Richard J. Bogue \_\_\_\_\_  
 (City Engineer) \_\_\_\_\_ 12-6-2024  
 (Date)

Approved by: \_\_\_\_\_  
 Funding Agency (if applicable) \_\_\_\_\_ (Date)

# APPLICATION AND CERTIFICATE FOR PAYMENT

Containing Contractor's signed Certification is attached

Project Name: VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT			Contractor's Pay Application: 11								
Application Period: (From - To)			11/19/24 to 12/3/24								
A			B	C	D	E	F	G	H		I
Item											
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
<b>PROJECT A: SECTION 1: VITALITY VILLAGE SUBDIVISION PAVING &amp; STORMSEWER (CIPS 100-100-57200-24029, TRAIL 100-150-57200-23046, 200-200-57300-20071)</b>											
1	Mobilization	JOB	1	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00		\$ 40,000.00	100	\$ -
2	Traffic and Pedestrian Control	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
3	Remove Paving - Including Sawing	SY	675	\$ 15.00	\$ 10,125.00	216	\$ 3,240.00		\$ 3,240.00	32	\$ 6,885.00
4	Remove Inlet	EA	2	\$ 800.00	\$ 1,600.00		\$ -		\$ -	0	\$ 1,600.00
5	Clearing and Grubbing	JOB	1	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00		\$ 25,000.00	100	\$ -
6	Remove Trees 12" to 24" Diameter	EA	103	\$ 275.00	\$ 28,325.00	103	\$ 28,325.00		\$ 28,325.00	100	\$ -
7	Remove Trees 24" Diameter and Greater	EA	92	\$ 475.00	\$ 43,700.00	92	\$ 43,700.00		\$ 43,700.00	100	\$ -
8	Demolition of Structures & Remove Foundations	JOB	1	\$ 45,000.00	\$ 45,000.00	1	\$ 45,000.00		\$ 45,000.00	100	\$ -
9	9" P.C. Concrete NDOT Type 47B-3500	SY	265	\$ 70.00	\$ 18,550.00	156	\$ 10,920.00	-	\$ 10,920.00	59	\$ 7,630.00
10	7" P.C. Concrete NDOT Type 47B-3500	SY	8,840	\$ 54.00	\$ 477,360.00	8,492	\$ 458,568.00	-	\$ 458,568.00	96	\$ 18,792.00
11	6" P.C. Concrete Trail NDOT Type 47B-3500	SY	2,209	\$ 54.00	\$ 119,286.00		\$ -	-	\$ -	0	\$ 119,286.00
12	6" P.C. Concrete Stamped and Colored NDOT Type 47B-3500	SY	210	\$ 100.00	\$ 21,000.00		\$ -	-	\$ -	0	\$ 21,000.00
13	4" P.C. Concrete Sidewalk NDOT Type 47B-3500	SY	123	\$ 65.00	\$ 7,995.00		\$ -	-	\$ -	0	\$ 7,995.00
14	Construct 1.5' Concrete Header	LF	66	\$ 15.00	\$ 990.00		\$ -	-	\$ -	0	\$ 990.00
15	ADA Handicap Ramp Retractable Warning Panel	SF	260	\$ 40.00	\$ 10,400.00		\$ -	-	\$ -	0	\$ 10,400.00
16	Stop Sign on Telespar Posts	EA	2	\$ 275.00	\$ 550.00		\$ -	-	\$ -	0	\$ 550.00
17	Remove & Reset Sign	EA	1	\$ 500.00	\$ 500.00		\$ -	-	\$ -	0	\$ 500.00
18	Earthwork, Excavation, and Embankment	JOB	1	\$ 75,000.00	\$ 75,000.00	0.95	\$ 71,250.00		\$ 71,250.00	95	\$ 3,750.00
19	Final Grading, Backfills, and Shaping	JOB	1	\$ 40,000.00	\$ 40,000.00		\$ -		\$ -	0	\$ 40,000.00
20	Seeding Drilling	Acres	11	\$ 3,300.00	\$ 35,640.00		\$ -		\$ -	0	\$ 35,640.00
21	Sodding	SF	500	\$ 2.00	\$ 1,000.00		\$ -		\$ -	0	\$ 1,000.00
22	Hydroseeding	Acres	0.30	\$ 6,850.00	\$ 2,055.00		\$ -		\$ -	0	\$ 2,055.00
23	Erosion Control Matting	SF	13,800	\$ 1.52	\$ 20,976.00		\$ -		\$ -	0	\$ 20,976.00
24	Install, Maintain, Remove Silt Fence	LF	4,630	\$ 3.00	\$ 13,890.00	5,291	\$ 15,873.00		\$ 15,873.00	114	\$ (1,983.00)
25	Maintain NPDES, SWPPP, and All BMP's	JOB	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00		\$ 1,500.00	100	\$ -
26	Install, Maintain, Remove, Straw Waddle, Around Area	EA	22	\$ 250.00	\$ 5,500.00		\$ -		\$ -	0	\$ 5,500.00
27	Install, Maintain, Remove Inlet, Protection Around Open Throat Inlets	EA	12	\$ 250.00	\$ 3,000.00		\$ -		\$ -	0	\$ 3,000.00
28	Install, Maintain, Remove, Construction Entrance	JOB	1	\$ 7,500.00	\$ 7,500.00	0.70	\$ 5,250.00		\$ 5,250.00	70	\$ 2,250.00
29	Storm Sewer Junction Box	EA	1	\$ 4,725.00	\$ 4,725.00	6	\$ 28,350.00		\$ 28,350.00	600	\$ (23,625.00)
30	6' Open Throat Inlet	EA	10	\$ 4,935.00	\$ 49,350.00	10	\$ 49,350.00		\$ 49,350.00	100	\$ -
31	Drive Over Grate Inlet	EA	2	\$ 4,620.00	\$ 9,240.00	1	\$ 4,620.00	-	\$ 4,620.00	50	\$ 4,620.00

A			B	C	D	E	F	G	H		I
Item											
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
32	Area Inlet	EA	22	\$ 3,833.00	\$ 84,326.00	22	\$ 84,326.00		\$ 84,326.00	100	\$ -
33	18" Flared End Section	EA	1	\$ 788.00	\$ 788.00	1	\$ 788.00	-	\$ 788.00	100	\$ -
34	15" Flared End Section	EA	2	\$ 630.00	\$ 1,260.00	2	\$ 1,260.00	-	\$ 1,260.00	100	\$ -
35	18" RCP Class III Storm Sewer Pipe	LF	39	\$ 53.00	\$ 2,067.00	39	\$ 2,067.00	-	\$ 2,067.00	100	\$ -
36	18" HDPE Storm Sewer Pipe with Sand Bedding	LF	152	\$ 45.00	\$ 6,840.00	152	\$ 6,840.00	-	\$ 6,840.00	100	\$ -
37	15" RCP Class III Storm Sewer Pipe	LF	740	\$ 46.00	\$ 34,040.00	740	\$ 34,040.00	-	\$ 34,040.00	100	\$ -
38	15" HDPE Storm Sewer Pipe with Sand Bedding	LF	645	\$ 39.00	\$ 25,155.00	645	\$ 25,155.00	-	\$ 25,155.00	100	\$ -
39	12" HDPE Storm Sewer Pipe with Sand Bedding	LF	311	\$ 36.00	\$ 11,196.00	311	\$ 11,196.00	-	\$ 11,196.00	100	\$ -
40	10" PVC Schedule 40 Storm Sewer Pipe	LF	1,832	\$ 38.00	\$ 69,616.00	1,832	\$ 69,616.00	-	\$ 69,616.00	100	\$ -
41	Over excavation and Crushed Concrete	TON	500	\$ 75.00	\$ 37,500.00		\$ -	\$ -	\$ -	0	\$ 37,500.00
42	French Drain in STF	EA	3	\$ 3,045.00	\$ 9,135.00	3	\$ 9,135.00		\$ 9,135.00	100	\$ -
FO3.3	Remove Fencing, Dispose of wire, etc.	LS	1	\$ 3,850.00	\$ 3,850.00	1	\$ 3,850.00		\$ 3,850.00	100	\$ -
<b>PROJECT A: SECTION 1: TOTAL (ITEMS 1 - 42)</b>					<b>\$ 1,408,030.00</b>		<b>\$ 1,081,719.00</b>	<b>\$ -</b>	<b>\$ 1,081,719.00</b>		<b>\$ 326,311.00</b>
<b>PROJECT A: SECTION 2: SANITARY SEWER (CIP 500-500-57200-24029)</b>											
1	Sanitary Sewer Manhole	VF	66	\$ 510.00	\$ 33,660.00	85	\$ 43,350.00		\$ 43,350.00	129	\$ (9,690.00)
2	Connect to Existing Manhole	EA	2	\$ 945.00	\$ 1,890.00	2	\$ 1,890.00		\$ 1,890.00	100	\$ -
3	8" PVC SDR 26 Sanitary Sewer Main	LF	1,971	\$ 36.00	\$ 70,956.00	2,121	\$ 76,356.00		\$ 76,356.00	108	\$ (5,400.00)
4	8" PVC Restrained Joint Sewer Main	LF	90	\$ 69.00	\$ 6,210.00	160	\$ 11,040.00		\$ 11,040.00	178	\$ (4,830.00)
5	6" PVC Schedule 40 Sanitary Sewer Service Line With Plug and Post Marker	LF	265	\$ 28.00	\$ 7,420.00	294	\$ 8,232.00		\$ 8,232.00	111	\$ (812.00)
6	4" PVC Schedule 40 Sanitary Sewer Service Line With Plug and Post Marker	LF	813	\$ 26.00	\$ 21,138.00	824	\$ 21,424.00		\$ 21,424.00	101	\$ (286.00)
7	8" x 4" Sanitary Sewer Service Wye with Bend	EA	22	\$ 263.00	\$ 5,786.00	23	\$ 6,049.00		\$ 6,049.00	105	\$ (263.00)
8	8" x 6" Sanitary Sewer Service Wye with Bend	EA	6	\$ 342.00	\$ 2,052.00	7	\$ 2,394.00		\$ 2,394.00	117	\$ (342.00)
9	8" Plug	EA	1	\$ 158.00	\$ 158.00	1	\$ 158.00		\$ 158.00	100	\$ -
10	Testing	JOB	1	\$ 1,260.00	\$ 1,260.00	1	\$ 1,260.00		\$ 1,260.00	100	\$ -
11	Directional Bore 8th Street	LF	90	\$ 121.00	\$ 10,890.00	160	\$ 19,360.00		\$ 19,360.00	178	\$ (8,470.00)
<b>PROJECT A: SECTION 2: TOTAL (ITEMS 1 - 11)</b>					<b>\$ 161,420.00</b>		<b>\$ 191,513.00</b>	<b>\$ -</b>	<b>\$ 191,513.00</b>		<b>\$ (30,093.00)</b>
<b>PROJECT A: SECTION 3 WATER (CIP 520-520-57200-24029)</b>											
1	6" PVC DR 18 (C900) Water Main with Locator Wire	LF	2,590	\$ 36.00	\$ 93,240.00	2,590	\$ 93,240.00		\$ 93,240.00	100	\$ -
2	6" Tapping Tee	EA	3	\$ 1,680.00	\$ 5,040.00	3	\$ 5,040.00		\$ 5,040.00	100	\$ -
3	6" Tee	EA	11	\$ 378.00	\$ 4,158.00	11	\$ 4,158.00		\$ 4,158.00	100	\$ -
4	6" 90° Bend	EA	3	\$ 305.00	\$ 915.00	5	\$ 1,525.00		\$ 1,525.00	167	\$ (610.00)
5	6" Gate Valve with Roadway Box	EA	17	\$ 1,470.00	\$ 24,990.00	17	\$ 24,990.00		\$ 24,990.00	100	\$ -
6	6" Fire Hydrant	EA	7	\$ 5,040.00	\$ 35,280.00	8	\$ 40,320.00		\$ 40,320.00	114	\$ (5,040.00)
7	6" Plug	EA	2	\$ 105.00	\$ 210.00	2	\$ 210.00		\$ 210.00	100	\$ -
8	1" PE SDR 7 Water Service Line	LF	712	\$ 17.00	\$ 12,104.00	970	\$ 16,490.00		\$ 16,490.00	136	\$ (4,386.00)
9	1" Corporation Stop with Service Saddle	EA	22	\$ 289.00	\$ 6,358.00	23	\$ 6,647.00		\$ 6,647.00	105	\$ (289.00)
10	1" Curb Stop with Roadway Box	EA	22	\$ 363.00	\$ 7,986.00	23	\$ 8,349.00		\$ 8,349.00	105	\$ (363.00)
11	2" PE SDR 7 Water Service Saddle	LF	101	\$ 21.00	\$ 2,121.00	256	\$ 5,376.00		\$ 5,376.00	253	\$ (3,255.00)
12	2" Corporation Stop with Service Saddle	LF	6	\$ 578.00	\$ 3,468.00	7	\$ 4,046.00		\$ 4,046.00	117	\$ (578.00)
13	2" Curb Stop with Service Saddle	EA	6	\$ 630.00	\$ 3,780.00	7	\$ 4,410.00		\$ 4,410.00	117	\$ (630.00)
14	Adjust Water Valve to Grade	EA	4	\$ 210.00	\$ 840.00	4	\$ 840.00		\$ 840.00	100	\$ -
15	Remove and Reset Hydrant North Side of Trail	EA	3	\$ 1,155.00	\$ 3,465.00	4	\$ 4,620.00		\$ 4,620.00	133	\$ (1,155.00)
16	Testing and Disinfection	JOB	1	\$ 788.00	\$ 788.00	1	\$ 788.00		\$ 788.00	100	\$ -
<b>PROJECT A: SECTION 3 TOTAL (ITEMS 1-16)</b>					<b>\$ 204,743.00</b>		<b>\$ 221,049.00</b>	<b>\$ -</b>	<b>\$ 221,049.00</b>		<b>\$ (16,306.00)</b>

A			B	C	D	E	F	G	H		I
Item			Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
Bid Item No.	Description	Unit of Measure									
<b>PROJECT B: COMMUNITY BUILDING SOUTH PARKING LOT (CIP 24-032)</b>											
1	Mobilization	JOB	1	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00		\$ 20,000.00	100	\$ -
2	Traffic and Pedestrian Control	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
3	Curb or Grate Inlet Filter BMP	EA	7	\$ 300.00	\$ 2,100.00	7	\$ 2,100.00		\$ 2,100.00	100	\$ -
4	Remove Paving, Including Sawing	SY	2,943	\$ 12.00	\$ 35,316.00	3,139	\$ 37,668.00		\$ 37,668.00	107	\$ (2,352.00)
5	Remove Storm Sewer	LF	88	\$ 15.00	\$ 1,320.00	88	\$ 1,320.00		\$ 1,320.00	100	\$ -
6	Remove Storm Sewer Junction Box	EA	2	\$ 800.00	\$ 1,600.00	2	\$ 1,600.00		\$ 1,600.00	100	\$ -
7	Remove Grate Inlet Box	EA	2	\$ 800.00	\$ 1,600.00	2	\$ 1,600.00		\$ 1,600.00	100	\$ -
8	8" P.C. Concrete Street Paving, Type 47B-3500	NDOT SY	544	\$ 65.00	\$ 35,360.00	645	\$ 41,925.00		\$ 41,925.00	119	\$ (6,565.00)
9	7" P.C. Concrete Parking Lot Paving, NDOT Type 47B-3500	SY	2,166	\$ 62.00	\$ 134,292.00	2,166	\$ 134,292.00		\$ 134,292.00	100	\$ -
10	7" P.C. Concrete Island Paving with thickened edges, NDOT Type 47B-3500	SY	20	\$ 100.00	\$ 2,000.00	20	\$ 2,000.00		\$ 2,000.00	100	\$ -
11	6" P.C. Concrete Sleeper Pad, NDOT Type 47B-3500 (Rock)	SY	12	\$ 75.00	\$ 900.00	12	\$ 900.00		\$ 900.00	100	\$ -
12	5" P.C. Concrete Sidewalk Paving, NDOT Type 47B-3500	SY	82	\$ 65.00	\$ 5,330.00	334	\$ 21,710.00		\$ 21,710.00	407	\$ (16,380.00)
13	15" RCP Class III Storm Sewer Pipe	LF	33	\$ 63.00	\$ 2,079.00	33	\$ 2,079.00		\$ 2,079.00	100	\$ -
14	12" HDPE Storm Sewer	LF	99	\$ 48.00	\$ 4,752.00	99	\$ 4,752.00		\$ 4,752.00	100	\$ -
15	12" HDPE Perforated Storm Sewer Wrap and Base	LF	103	\$ 53.00	\$ 5,459.00	103	\$ 5,459.00		\$ 5,459.00	100	\$ -
16	Storm Sewer Junction Box	EA	4	\$ 5,250.00	\$ 21,000.00	4	\$ 21,000.00		\$ 21,000.00	100	\$ -
17	Combination Inlet	EA	1	\$ 5,250.00	\$ 5,250.00	1	\$ 5,250.00		\$ 5,250.00	100	\$ -
18	Grate Inlet	EA	1	\$ 4,410.00	\$ 4,410.00	1	\$ 4,410.00		\$ 4,410.00	100	\$ -
19	Beehive Inlet with Vertical Pipe	EA	4	\$ 1,575.00	\$ 6,300.00	4	\$ 6,300.00		\$ 6,300.00	100	\$ -
20	Adjust Water Valve to Grade	EA	1	\$ 250.00	\$ 250.00	2	\$ 500.00		\$ 500.00	200	\$ (250.00)
21	Pedestrian Crossing Sign with Arrow and Speed Table on Telespar Post	EA	2	\$ 400.00	\$ 800.00	2	\$ 800.00	-	\$ 800.00	100	\$ -
22	Pedestrian Crossing Ahead Sign on Telespar Post	EA	2	\$ 350.00	\$ 700.00	2	\$ 700.00	-	\$ 700.00	100	\$ -
23	Handicap Parking Sign on Telespar Post	EA	1	\$ 300.00	\$ 300.00		\$ -		\$ -	0	\$ 300.00
24	Handicap Parking with Van Accessible Sign on Telespar Post	EA	1	\$ 350.00	\$ 350.00		\$ -		\$ -	0	\$ 350.00
25	Public Parking Sign on Telespar Post	EA	1	\$ 350.00	\$ 350.00		\$ -		\$ -	0	\$ 350.00
26	Remove and Reset Sign with Telespar Post	EA	1	\$ 300.00	\$ 300.00	5	\$ 1,500.00		\$ 1,500.00	500	\$ (1,200.00)
27	Remove and Salvage Sign with Post	EA	1	\$ 200.00	\$ 200.00	1	\$ 200.00		\$ 200.00	100	\$ -
28	Amended Topsoil in Island	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
29	Over excavation and Crushed Concrete	TON	300	\$ 75.00	\$ 22,500.00	45	\$ 3,375.00		\$ 3,375.00	15	\$ 19,125.00
30	30" Diameter Light Pole Base	EA	2	\$ 1,600.00	\$ 3,200.00	2	\$ 3,200.00		\$ 3,200.00	100	\$ -
31	Double LED Light Pole with Electrical Wiring Complete in Place	EA	3	\$ 7,100.00	\$ 21,300.00	2	\$ 14,200.00		\$ 14,200.00	67	\$ 7,100.00
32	1" PVC Conduit with Pull String	LF	140	\$ 5.00	\$ 700.00	140	\$ 700.00		\$ 700.00	100	\$ -
33	1" PVC Conduit with Electrical Wiring	LF	70	\$ 5.00	\$ 350.00	70	\$ 350.00		\$ 350.00	100	\$ -
34	Electrical Pull Box	EA	1	\$ 100.00	\$ 100.00	1	\$ 100.00		\$ 100.00	100	\$ -
<b>PROJECT B: TOTAL (ITEMS 1 - 34)</b>					<b>\$ 345,468.00</b>		<b>\$ 344,990.00</b>	<b>\$ -</b>	<b>\$ 344,990.00</b>		<b>\$ 478.00</b>
<b>GRAND TOTAL PROJECT A (SECTIONS 1-3) AND PROJECT B</b>					<b>\$ 2,119,661.00</b>		<b>\$ 1,839,271.00</b>	<b>\$ -</b>	<b>\$ 1,839,271.00</b>		<b>\$ 280,390.00</b>

4.F. Finance department report.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS  
 FROM 10/01/2023 TO 11/30/2024  
 FUND: ALL FUNDS  
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2023	Total Debits	Total Credits	Ending Balance 11/30/2024
100	GENERAL FUND	7,728,514.35	56,918,057.98	57,078,149.87	7,568,422.46
160	PLATE CO LIBRARY SERVICE	95,067.68	5,046.92	100,114.60	0.00
175	ARP ACT FUNDS	847,529.63	143,688.66	991,218.29	0.00
189	PERPETUAL CARE	82,197.67	4,989.04	988.29	86,198.42
200	STREETS/ENGINEERING	730,820.71	6,707,377.70	8,328,797.97	(890,599.56)
205	AIRPORT	996,928.71	958,567.82	698,020.61	1,257,475.92
206	DOWNTOWN BID	0.00	118,028.42	32,686.91	85,341.51
210	SALES TAX	5,536,946.72	10,240,573.93	11,493,715.24	4,283,805.41
211	1/2 CENT SALES TAX	89,022.85	13,306,100.19	12,776,505.37	618,617.67
212	GAMING TAX	0.00	357,133.61	50,186.57	306,947.04
220	COMMUNICATIONS - E911	158,536.41	3,307,706.06	2,740,068.29	726,174.18
221	COMMUNICATIONS - WIRELESS E911	215,511.30	160,586.34	173,553.45	202,544.19
225	COMMUNICATIONS-EC-911 EQUIPMENT	(294,733.12)	316,862.91	112,942.45	(90,812.66)
240	HOUSING REHAB & LOANS	95,686.13	144,372.14	19,930.47	220,127.80
260	PROGRESS AND JOBS GROWTH	1,479,780.51	940,653.82	456,238.57	1,964,195.76
270	KENO	724,450.53	911,402.03	1,057,027.10	578,825.46
400	DEBT SERVICE FUND	(435,561.78)	1,132,887.48	1,279,869.97	(582,544.27)
480	COMMUNITY REDEVL AUTH	586,724.70	1,793,109.41	1,641,437.57	738,396.54
500	UTILITY SERVICE	17,160,753.69	14,484,482.39	11,084,076.99	20,561,159.09
520	WATER	13,649,153.20	7,441,855.61	6,637,427.86	14,453,580.95
530	LOUP DISTRIBUTION	1,895,368.89	5,835,044.56	4,669,091.45	3,061,322.00
560	STORMWATER UTILITY	1,165,306.77	569,261.91	203,868.71	1,530,699.97
570	SOLID WASTE DIVISION	3,361,338.91	3,399,261.54	2,577,774.59	4,182,825.86
600	HEALTH INSURANCE	2,602,497.84	1,630,976.37	1,295,095.68	2,938,378.53
710	FIRE PENSION	79,163.05	4,944.73	9,805.46	74,302.32
730	LICENSES TO SCHOOLS	2,515.00	26,530.00	19,925.00	9,120.00
740	LIBRARY FOUNDATION	761,071.19	11,234.13	0.00	772,305.32
745	LIBRARY ENDOWMENT	1,151,125.13	317,602.02	0.00	1,468,727.15
750	GERRARD PARK TRUST	135,927.90	22,108.92	0.00	158,036.82
999	PAYROLL CLEARING	2,755.12	12,402,621.46	12,490,316.15	(84,939.57)
	TOTAL - ALL FUNDS	60,604,399.69	143,613,068.10	138,018,833.48	66,198,634.31

4.G. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02359 12/17/2024	911 CUSTOM LLC INVOICE	58590	SA VERTEX 7 CONCEALABLE CARRIER - MCCLOUD QI	158.00	
			Total:	158.00	
			Net of 1 Invoices / 0 Checks	158.00	
02057 12/17/2024	A TO Z MESSAGING INVOICE	19133	ANSWERING SERVICE	130.00	
			Total:	130.00	
			Net of 1 Invoices / 0 Checks	130.00	
00116 12/17/2024	ACE HARDWARE & GARDEN CNT INVOICE	208469/5	CONTRACTOR BAGS, FURNITURE POLISH	26.98	
12/17/2024	INVOICE	208328/5	RSTP SPRAY GL WHITE	76.89	
12/17/2024	INVOICE	208422/5	OIL PNEUMATIC TOOL, NIPPLE BLACK, LAUNDRY D	31.16	
12/17/2024	INVOICE	208456/5	EMERY CLOTH	25.98	
12/17/2024	INVOICE	208489/5	MTL CUTTING WHEEL	29.97	
12/17/2024	INVOICE	208497/5	BYPASS PRUNER	50.97	
12/17/2024	INVOICE	208504/5	DOOR KNOB	32.99	
12/17/2024	INVOICE	208512/5	ROLLER, PAINT TRAY, LED 100W, TAPE, BRUSH, :	231.06	
12/17/2024	INVOICE	208537/5	CONNECTOR WIRE, EXT CORD, ELBOW, CM DRIVER,	54.83	
12/17/2024	INVOICE	208546/5	SPRAY PAINT, SCREWDRIVER SET, NUTS, BOLTS, :	30.77	
12/17/2024	INVOICE	208550/5	MICE BAIT, GREAT STUFF, MOUSE TRAP	30.96	
12/17/2024	INVOICE	208572/5	WAX BOWL RING, O-RING	5.17	
12/17/2024	INVOICE	208589/5	FORD KEY	4.99	
12/17/2024	INVOICE	208591/5	INNER SIDE PLATE, COLLAR SCREW, POLY FILE, :	70.25	
12/17/2024	INVOICE	208592/5	ROLLER, CAULK, SCOURING STICK, KILZ	63.93	
12/17/2024	INVOICE	208604/5	STIHL CHAIN, BAR 18" WOODBOSS	89.98	
12/17/2024	INVOICE	208621/5	BAIT STATION BLOCK, RODENT REPELLANT	45.98	
			Total:	902.86	
			Net of 17 Invoices / 0 Checks	902.86	
00180 12/17/2024	ADVANCE AUTO PARTS INVOICE	5606434460189	MICROFIBER TOWEL	43.46	
12/17/2024	INVOICE	5606434216598	6G-8FJX GATES	15.62	
12/17/2024	INVOICE	5606433169936	8G-10FJX, 8G-8FJX GATES	39.28	
12/17/2024	INVOICE	5606433169953	XTRA CLEAR BEAM	209.79	
			Total:	308.15	
			Net of 4 Invoices / 0 Checks	308.15	
10420 12/17/2024	AKRS EQUIPMENT INVOICE	4025799	BULK HYGARD	1,574.10	
			Total:	1,574.10	
			Net of 1 Invoices / 0 Checks	1,574.10	
11185 12/17/2024	ALLO COMMUNICATONS INVOICE	2034309	TELEPHONE - SOUTH FIRE STATION 11/24 - 12/2:	31.06	
			Total:	31.06	
			Net of 1 Invoices / 0 Checks	31.06	
00133	AMERICAN LEGAL PUBLISHING CORP				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2024	INVOICE	38087	2024 S-2 SUPPLEMENT PAGES, DRAFT RE-EDITING	4,644.28	
			Total:	4,644.28	
			Net of 1 Invoices / 0 Checks	4,644.28	
00587	AQUA-PURE INC				
12/17/2024	INVOICE	COLNE2412	MONTHLY SERVICE CONTRACT - NORTH & SOUTH WE:	6,641.39	
			Total:	6,641.39	
			Net of 1 Invoices / 0 Checks	6,641.39	
10561	ARNOLD MOTOR SUPPLY				
12/17/2024	INVOICE	78NV129348	TOW ROPE	239.99	
12/17/2024	INVOICE	78NV127888	OIL FILTERS	273.32	
12/17/2024	INVOICE	78NV127762	HP V-BELT	14.55	
12/17/2024	INVOICE	78NV129444	AIR FILTER	33.65	
12/17/2024	INVOICE	78NV129396	HYDRAULIC FILTERS	33.00	
12/17/2024	INVOICE	78NV129443	CABIN, AIR, OIL FILTERS	38.36	
12/17/2024	INVOICE	78NV129331	COOLANT, F/W SEPARATOR, FUEL, AIR, OIL FILT	403.46	
12/17/2024	INVOICE	78NV129323	12V HIGH PERF BATTERY	178.01	
12/17/2024	INVOICE	78NV128369	MED STRENGTH THREAD LOCKER	28.99	
12/17/2024	INVOICE	78NV128033	2- 2.5G DEF, NITRILE GLOVES	54.67	
12/17/2024	INVOICE	78NV128739	CABIN AIR FILTER	13.10	
12/17/2024	INVOICE	78NV128867	AIR, HYDRAULIC, OIL & F/W SEPARATOR FILTERS	147.05	
12/17/2024	INVOICE	78NV129212	COUPLING	4.93	
12/17/2024	INVOICE	78NV128871	AIR, CABIN, FUEL & OIL FILTERS	165.50	
12/17/2024	INVOICE	78NV128946	AIR FILTER	85.90	
12/17/2024	INVOICE	78CR014987	CREDIT - AIR FILTER	(57.65)	
12/17/2024	INVOICE	78NV128447	GEN PURPOSE HAND PAD	25.80	
12/17/2024	INVOICE	78NV128578	CABIN AIR FILTERS	26.20	
12/17/2024	INVOICE	78NV128073	AIR, OIL FILTERS	18.71	
12/17/2024	INVOICE	78NV128690	FUEL, OIL, AIR, CABIN & FUEL FILTERS	136.25	
12/17/2024	INVOICE	78NV128682	AIR, OIL & FUEL FILTER	385.15	
12/17/2024	INVOICE	78NV128660	FUEL FILTER	32.70	
12/17/2024	INVOICE	78NV128493	CABIN AIR FILTER	26.20	
12/17/2024	INVOICE	78NV128513	AIR FILTERS, 12V HVY DUTY BATTERIES, F/W SE	450.31	
12/17/2024	INVOICE	78CR014945	CREDIT - CORE	(24.00)	
12/17/2024	INVOICE	78NV128395	12V HIGH PERFORMANCE BATTERY	192.87	
12/17/2024	INVOICE	78CR014940	CREDIT - OIL FILTER	(4.41)	
12/17/2024	INVOICE	78NV128488	AIR & OIL FILTERS	17.61	
12/17/2024	INVOICE	78NV128492	OIL FLTER	4.41	
12/17/2024	INVOICE	78NV128491	FUEL FILTER, MULTI PURPOSE GREASE	39.77	
12/17/2024	INVOICE	78NV128354	FUEL LINE	9.04	
12/17/2024	INVOICE	78NV128126	AIR, OIL, CABIN, FUEL FILTERS	398.25	
12/17/2024	INVOICE	78NV128650	AIR & OIL FILTER	124.00	
12/17/2024	INVOICE	78NV128392	DELVAC 1300SUP 15W40, F/W SEPARATOR FILTER,	122.19	
12/17/2024	INVOICE	78NV129196	OIL FILTER, PM OW20 SYN	58.15	
			Total:	3,696.03	
			Net of 35 Invoices / 0 Checks	3,696.03	
10663	AUXIANT				
12/17/2024	INVOICE	12022024FLEX	FLEX FUNDING	1,828.15	
12/17/2024	INVOICE	12022024HEALTH	HEALTH FUNDING	23,893.75	
12/17/2024	INVOICE	12052024HEALTH	HEALTH FUNDING	81,706.36	
12/17/2024	INVOICE	12052024FLEX	FLEX FUNDING	3,255.18	
12/17/2024	INVOICE	12132024FLEX	FLEX FUNDING	1,940.17	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2024	INVOICE	12132024	HEALTH FUNDING	133,117.87	
			Total:	245,741.48	
			Net of 6 Invoices / 0 Checks	245,741.48	
02344	BAIRD HOLM LLP				
12/17/2024	INVOICE	320215	TAX INCREMENT FINANCE	157.50	
			Total:	157.50	
			Net of 1 Invoices / 0 Checks	157.50	
00461	BEHLEN TOWING LLC				
12/17/2024	INVOICE	33337	TOWING	150.00	
12/17/2024	INVOICE	33876	TOWING	150.00	
12/17/2024	INVOICE	33891	TOWING	150.00	
12/17/2024	INVOICE	32961	TOWING	150.00	
12/17/2024	INVOICE	32965	TOWING	150.00	
12/17/2024	INVOICE	32815	TOWING	150.00	
12/17/2024	INVOICE	32816	TOWING	150.00	
			Total:	1,050.00	
			Net of 7 Invoices / 0 Checks	1,050.00	
02555	BGNE INC				
12/17/2024	INVOICE	PI0127109	ENGINE RESTORATION, DIESEL OIL CONDITIONER,	579.30	
			Total:	579.30	
			Net of 1 Invoices / 0 Checks	579.30	
00969	BIERMAN CONTRACTING INC.				
12/17/2024	INVOICE	4	CENTENNIAL PARK RR & CONCESSION	132,516.00	
			Total:	132,516.00	
			Net of 1 Invoices / 0 Checks	132,516.00	
03256	BLACK HILLS ENERGY				
12/17/2024	INVOICE	6007 1329 48 DEC	2NATURAL GAS	1,625.81	
12/17/2024	INVOICE	8429 6210 02 DEC	2NATURAL GAS	689.65	
12/17/2024	INVOICE	0815 1921 72 DEC	2NATURAL GAS	637.92	
12/17/2024	INVOICE	6310 3990 85 DEC	2NATURAL GAS	345.77	
12/17/2024	INVOICE	7226 0844 98 DEC	2NATURAL GAS	180.55	
12/17/2024	INVOICE	0778 7198 98 DEC	2NATURAL GAS	174.01	
12/17/2024	INVOICE	5431 5180 01 DEC	2NATURAL GAS	136.68	
12/17/2024	INVOICE	1450 5796 12 DEC	2NATURAL GAS	115.55	
12/17/2024	INVOICE	4447 5106 07 DEC	2NATURAL GAS	108.08	
12/17/2024	INVOICE	5915 3548 20 DEC	2NATURAL GAS	95.51	
12/17/2024	INVOICE	5048 9157 09 DEC	2NATURAL GAS	81.30	
12/17/2024	INVOICE	6942 7542 63 DEC	2NATURAL GAS	80.38	
12/17/2024	INVOICE	7504 0422 35 DEC	2NATURAL GAS	78.57	
12/17/2024	INVOICE	5317 1214 84 DEC	2NATURAL GAS	63.45	
12/17/2024	INVOICE	5389 9420 88 DEC	2NATURAL GAS	60.62	
12/17/2024	INVOICE	2278 6168 20 DEC	2NATURAL GAS	58.28	
12/17/2024	INVOICE	3343 6679 78 DEC	2NATURAL GAS	54.74	
12/17/2024	INVOICE	9767 8260 47 DEC	2NATURAL GAS	51.22	
12/17/2024	INVOICE	4665 9615 35 DEC	2NATURAL GAS	48.87	
12/17/2024	INVOICE	4086 6115 74 DEC	2NATURAL GAS	48.87	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	4,735.83	
			Net of 20 Invoices / 0 Checks	4,735.83	
00240	BOUND TREE MEDICAL LLC				
12/17/2024	INVOICE	85573771	I-GEL O2, NOTEBOOK, GLOVES, PULSE OXIMETER	637.70	
12/17/2024	INVOICE	85584717	MEDICAL SUPPLIES	1,562.45	
			Total:	2,200.15	
			Net of 2 Invoices / 0 Checks	2,200.15	
02513	BULKLEY JIM				
12/17/2024	INVOICE	12.09.2024	LARM BOARD MEETING - MILEAGE & PARKING	99.48	
			Total:	99.48	
			Net of 1 Invoices / 0 Checks	99.48	
10547	BVH ARCHITECTURE				
12/17/2024	INVOICE	46390	MEMORIAL STADIUM RENOVATION	10,748.87	
12/17/2024	INVOICE	46476	MEMORIAL STADIUM RENOVATION	10,500.00	
			Total:	21,248.87	
			Net of 2 Invoices / 0 Checks	21,248.87	
10604	CASEY'S MAIL SERVICE LLC				
12/17/2024	INVOICE	4262	LIBRARY/MEDIA MAIL	721.12	
12/17/2024	INVOICE	4268	DAILY MAIL, WATER STATEMENTS	5,075.41	
			Total:	5,796.53	
			Net of 2 Invoices / 0 Checks	5,796.53	
00008	CBS - REPORTING SERVICES				
12/17/2024	INVOICE	2508	ANNUAL MEMBERSHIP	60.00	
			Total:	60.00	
			Net of 1 Invoices / 0 Checks	60.00	
00567	CITY OF COLUMBUS				
12/17/2024	INVOICE	300-54059-00 DEC	2WATER & SEWER	411.41	
12/17/2024	INVOICE	200-37998-00 DEC	2WATER & SEWER	262.13	
12/17/2024	INVOICE	300-57935-00 DEC	2WATER & SEWER	991.82	
12/17/2024	INVOICE	300-57936-00 DEC	2WATER & SEWER	140.81	
12/17/2024	INVOICE	200-21960-05 DEC	2WATER & SEWER	128.04	
12/17/2024	INVOICE	400-69475-00 DEC	2WATER & SEWER	388.03	
12/17/2024	INVOICE	300-49615-00 DEC	2WATER & SEWER	28.31	
12/17/2024	INVOICE	300-47515-00 DEC	2WATER & SEWER	476.64	
12/17/2024	INVOICE	300-47514-00 DEC	2WATER & SEWER	83.29	
12/17/2024	INVOICE	300-62155-00 DEC	2WATER & SEWER	144.92	
12/17/2024	INVOICE	300-62105-00 DEC	2WATER & SEWER	39.32	
12/17/2024	INVOICE	200-39771-00 DEC	2WATER & SEWER	31.61	
12/17/2024	INVOICE	200-39575-00 DEC	2WATER & SEWER	48.56	
12/17/2024	INVOICE	300-50035-00 DEC	2WATER & SEWER	80.17	
12/17/2024	INVOICE	300-47518-00 DEC	2WATER & SEWER	40.64	
12/17/2024	INVOICE	300-49665-00 DEC	2WATER & SEWER	112.15	
12/17/2024	INVOICE	200-21982-00 DEC	2WATER & SEWER	293.86	
12/17/2024	INVOICE	100-13650-01 DEC	2WATER & SEWER	188.18	
12/17/2024	INVOICE	200-44032-00 DEC	2WATER & SEWER	94.61	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2024	INVOICE	300-45762-00	DEC 2WATER & SEWER	30.30	
12/17/2024	INVOICE	300-45761-00	DEC 2WATER & SEWER	25.94	
12/17/2024	INVOICE	300-44985-02	DEC 2WATER & SEWER	26.12	
12/17/2024	INVOICE	300-44986-00	DEC 2WATER & SEWER	114.41	
12/17/2024	INVOICE	200-39615-01	DEC 2WATER & SEWER	112.56	
12/17/2024	INVOICE	300-57938-00	DEC 2WATER & SEWER	99.23	
12/17/2024	INVOICE	400-70005-01	DEC 2WATER & SEWER	430.38	
12/17/2024	INVOICE	300-57937-00	DEC 2WATER & SEWER	713.20	
12/17/2024	INVOICE	400-81020-00	DEC 2WATER & SEWER	1,149.22	
12/17/2024	INVOICE	200-41055-00	DEC 2WATER & SEWER	27.44	
12/17/2024	INVOICE	300-44995-00	DEC 2WATER & SEWER	97.25	
12/17/2024	INVOICE	400-65101-00	DEC 2WATER & SEWER	169.19	
12/17/2024	INVOICE	300-61005-00	DEC 2WATER & SEWER	83.30	
12/17/2024	INVOICE	200-28755-00	DEC 2WATER & SEWER	46.15	
12/17/2024	INVOICE	300-47517-00	DEC 2WATER & SEWER	853.61	
12/17/2024	INVOICE	300-57934-00	DEC 2WATER & SEWER	279.02	
Total:				8,241.82	
Net of 35 Invoices / 0 Checks				8,241.82	
00262	CLUB PROPHET SYSTEMS				
12/17/2024	INVOICE	INV2640071	MONTHLY TEE SHEET	500.00	
Total:				500.00	
Net of 1 Invoices / 0 Checks				500.00	
02542	CNC REPAIR LLC				
12/17/2024	INVOICE	11141	LOF - VIN #6325	45.09	
12/17/2024	INVOICE	11170	REPLACE REVERSE LIGHT BULB - VIN #7738	35.70	
12/17/2024	INVOICE	11169	TPMS SENSOR - VIN #4678	291.35	
12/17/2024	INVOICE	11179	BATTERY TEST, CABIN AIR FILTER - VIN #8539	116.20	
12/17/2024	INVOICE	11201	SPARK PLUGS - VIN #7839	506.37	
12/17/2024	INVOICE	11223	LOF - VIN #7979	45.09	
12/17/2024	INVOICE	11246	LOF - VIN #0892	45.09	
12/17/2024	INVOICE	11249	TIRE REPAIR -VIN #8025	19.50	
12/17/2024	INVOICE	11250	4 - YOKAHAMA TIRES VIN #6648	859.72	
12/17/2024	INVOICE	11272	LOF, AIR FILTER - VIN #8538	62.75	
12/17/2024	INVOICE	11364	HALFSHAFT, WHEEL ENDS - VIN #1009	2,529.77	
12/17/2024	INVOICE	11365	TRANSMISSION, BRAKE PADS, ROTORS - VIN #100	7,623.39	
Total:				12,180.02	
Net of 12 Invoices / 0 Checks				12,180.02	
03140	COLUMBUS AREA CHAMBER OF				
12/17/2024	INVOICE	42332	LEADERSHIP 2.0 TUITION - JACKIE ANDERSON	500.00	
Total:				500.00	
Net of 1 Invoices / 0 Checks				500.00	
10768	COLUMBUS CREDIT SERVICES				
12/17/2024	INVOICE	ACCTY150 NOV 24	NOVEMBER COLLECTIONS	329.34	
Total:				329.34	
Net of 1 Invoices / 0 Checks				329.34	
01638	COLUMBUS FAMILY RESOURCE CTR				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2024	INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	10,937.84	
			Total:	10,937.84	
			Net of 1 Invoices / 0 Checks	10,937.84	
02718	CORE & MAIN LP				
12/17/2024	INVOICE	W088239	3/4S IPERL, 1 IPERL, 510M S/POINT M2	10,933.07	
12/17/2024	INVOICE	W081544	OMNI+ 3 C2	2,222.37	
			Total:	13,155.44	
			Net of 2 Invoices / 0 Checks	13,155.44	
00819	CORNHUSKER INT'L TRUCKS, INC				
12/17/2024	INVOICE	4204290	VALVE ASSY	993.73	
			Total:	993.73	
			Net of 1 Invoices / 0 Checks	993.73	
03147	CORNHUSKER PUBLIC POWER DIST				
12/17/2024	INVOICE	415030008 DEC 24	ELECTRICITY	171.27	
12/17/2024	INVOICE	415030006 DEC 24	ELECTRICITY	183.95	
12/17/2024	INVOICE	415030001 DEC 24	ELECTRICITY	72.31	
12/17/2024	INVOICE	415030005 DEC 24	ELECTRICITY	37.56	
			Total:	465.09	
			Net of 4 Invoices / 0 Checks	465.09	
03149	CULLIGAN OF COLUMBUS				
12/17/2024	INVOICE	289507	DI REGENERATION, SALT SOLAR DELIVERED	409.77	
12/17/2024	INVOICE	289628	SALT SOLAR DELIVERED 40#	52.00	
12/17/2024	INVOICE	289824	EQUIPMENT - POU COOLER	43.00	
12/17/2024	INVOICE	289854	EQUIPMENT - REVERSE OSMOSIS	32.00	
12/17/2024	INVOICE	289858	EQUIPMENT - REVERSE OSMOSIS	65.50	
			Total:	602.27	
			Net of 5 Invoices / 0 Checks	602.27	
11164	DANIELS PRODUCE LLC				
12/17/2024	INVOICE	11.01.2024-11.30.2	YARD WASTE REMOVAL 11/1/2024 - 11/30/2024	6,469.60	
			Total:	6,469.60	
			Net of 1 Invoices / 0 Checks	6,469.60	
10982	DETECTACHEM INC				
12/17/2024	INVOICE	INV16520	MOBILE DETECH POUCHES	679.57	
			Total:	679.57	
			Net of 1 Invoices / 0 Checks	679.57	
11097	DINGES FIRE COMPANY				
12/17/2024	INVOICE	62485	FIRE GLOVES	945.92	
			Total:	945.92	
			Net of 1 Invoices / 0 Checks	945.92	
00374	DUNBAR DOUGLAS				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2024	INVOICE	12.01.2024	MONTHLY COMMISSIONS - GREEN FEES & CART REN'	512.06	
12/17/2024	INVOICE	12.01.2024	MONTHLY CONTRACT	7,234.86	
			Total:	7,746.92	
			Net of 2 Invoices / 0 Checks	7,746.92	
03158	EAKES OFFICE SOLUTIONS				
12/17/2024	INVOICE	9050389-0	DRAWER TRAY	12.99	
12/17/2024	INVOICE	9050390-0	MONTHLY DESK PAD, ERASABLE CALENDAR	38.50	
12/17/2024	INVOICE	9050391-0	DESK CALENDAR	5.19	
12/17/2024	INVOICE	9050597-0	PAPER	235.50	
			Total:	292.18	
			Net of 4 Invoices / 0 Checks	292.18	
11244	EGAN SUPPLY CO				
12/17/2024	INVOICE	393475	NITRILE GLOVES	5.44	
			Total:	5.44	
			Net of 1 Invoices / 0 Checks	5.44	
03161	ELECTRICAL ENGINEERING &				
12/17/2024	INVOICE	8730738-00	GEL 87212, GEL 42729	98.99	
			Total:	98.99	
			Net of 1 Invoices / 0 Checks	98.99	
00242	FIRST NATIONAL BANK OMAHA				
12/17/2024	INVOICE	03:38	COLUMBUS CAR WASH	12.00	
12/17/2024	INVOICE	04:45	COLUMBUS CAR WASH	12.00	
12/17/2024	INVOICE	111-9020227-981700	AMAZON - LED STRIP LIGHTS	37.97	
12/17/2024	INVOICE	11.22.2024	NEBRASKA NOTARY ASSOCIATION - JADE HIGGINS	107.00	
12/17/2024	INVOICE	111-0715256-376421	AMAZON - TOILET PAPER	125.00	
12/17/2024	INVOICE	111-1323687-890506	AMAZON - MULTIFOLD HAND TOWELS	69.90	
12/17/2024	INVOICE	111-7527622-687222	AMAZON - TRASH BAGS	37.98	
12/17/2024	INVOICE	111-2463411-475062	ANAZON - LED STRIP LIGHTS	21.31	
12/17/2024	INVOICE	2614	CORNHUSKER SQUARE LINCOLN NE - PARKING VASI	3.00	
12/17/2024	INVOICE	12042024	BHM WORLD HERALD NEWSPAPER SUBSCRIPTION	34.99	
12/17/2024	INVOICE	11222024	HOBBY LOBBY	27.77	
12/17/2024	INVOICE	C24-152764	SAFARILAND - G19 MOS HOLSTER - VENZOR QM	182.32	
12/17/2024	INVOICE	ORD0248682	GT DISTRIBUTORS - GLOCK 45 GEN - VENZOR QM	492.40	
12/17/2024	INVOICE	ORD0248683	GT DISTRIBUTORS - GLOCK 45 GEN - VELASQUEZ (	492.40	
12/17/2024	INVOICE	YILWFCNQV	SHEEPDOG - N-EAR 360 ORIGINAL SINGLE EARPIE	149.99	
12/17/2024	INVOICE	112-9257925-662823	AMAZON - HOLOSUN GREEN DOT SIGHT - VELASQUE	374.49	
12/17/2024	INVOICE	20089484927	5.11 STRYKE - PDU LONG SLEECE SHIRT - MEISII	173.34	
12/17/2024	INVOICE	000860884	APWA - MEMBERSHIP DUES - 12/1/24 - 11/30/25	994.00	
12/17/2024	INVOICE	2035175	UNO - 2025 NE MUNICIPAL CLERK INSTITUTE SHUI	443.00	
12/17/2024	INVOICE	200071970	NORTHEAST COMMUNITY COLLEGE - BRODERICK HOE	858.00	
12/17/2024	INVOICE	11.17.2024	COLUMBUS TELEGRAM SUBSCRIPTION	24.99	
12/17/2024	INVOICE	27433363	PIZZA RANCH	55.11	
12/17/2024	INVOICE	326497	CASEY'S GENERAL STORE - GAS	42.20	
12/17/2024	INVOICE	703	EL MATADOR - SALSA, ROSATA, CHIPS-CAREGIVER	67.06	
12/17/2024	INVOICE	14677138	1000 BULBS.COM - C7 PURE WHITE FACETED LED	91.54	
12/17/2024	INVOICE	251975EM-2	RJ THOMAS MFG - 5 CHARCOAL GRILLS	1,581.00	
12/17/2024	INVOICE	0601631-IN	BEACON ATHLETICS - STREAMLINER, PLUG BUCKET	2,043.20	
12/17/2024	INVOICE	5B7FGFGPJ2	META - HOLIDAY PARADE	100.43	
12/17/2024	INVOICE	728C72EB-0005	STARFISH SWIMMING - BASIC	69.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2024	INVOICE	114-9908646-710426	AMAZON - E-Z LOK EXTERNALLY THREADED INSERT	21.87	
12/17/2024	INVOICE	IN2411244346	BLUE 360 - NE CRIMINAL & TRAFFIC LAW MANUAL	198.90	
12/17/2024	INVOICE	11.13.2024	EXPEDIA - 2 ROOMS	138.30	
12/17/2024	INVOICE	113-2380928-469302	AMAZON - RUG TAPE	8.97	
12/17/2024	INVOICE	11.20.2024	LIFESAVERS CONFERENCE	1,300.00	
12/17/2024	INVOICE	113-5849569-108580	AMAZON - INTEROFFICE ENVELOPES, SILICONE	50.88	
12/17/2024	INVOICE	6213104	OFFICE SUPPLY.COM - GEL PENS, BALLPOINT PEN:	57.16	
12/17/2024	INVOICE	CNRP5Y	UNITED	1,265.74	
12/17/2024	INVOICE	113-1951203-016022	AMAZON - FLASH DRIVES, HIGHLIGHTERS	229.44	
12/17/2024	INVOICE	113-1259637-549221	AMAZON - THE KATE IN BETWEEN	10.19	
12/17/2024	INVOICE	111-1088820-431946	AMAZON - TRACKER	10.99	
12/17/2024	INVOICE	112-5777979-150662	AMAZON - STATE OF SORROW	10.74	
12/17/2024	INVOICE	113-2045163-154906	AMAZON - LEFT BEHIND	12.75	
12/17/2024	INVOICE	113-2436141-874504	AMAZON - PRINCESS EVER AFTER	21.82	
12/17/2024	INVOICE	113-4068354-659460	AMAZON - OTHER EARTH	9.74	
12/17/2024	INVOICE	113-4997793-423303	AMAZON - FEAR OF FALLING	23.15	
12/17/2024	INVOICE	113-6835032-352342	AMAZON - THE LAST EMPREX	7.23	
12/17/2024	INVOICE	114-0985143-405780	AMAZON - PACKAGING TAPE	26.63	
12/17/2024	INVOICE	114-1492444-768420	AMAZON - BLACK TONER CARTRIDGE	68.99	
12/17/2024	INVOICE	114-1494349-212421	AMAZON - 3 - HP 414X BLACK TONER CARTRIDGES	541.11	
12/17/2024	INVOICE	114-3277176-706262	AMAZON - HP 410X BLACK TOBER CARTRIDGE	301.30	
12/17/2024	INVOICE	114-6704610-071465	HP 414X YELLOW TONER CARTRIDGE	237.99	
12/17/2024	INVOICE	4179892	AMERICAN LIBRARY ASSOC MEMBERSHIP DUES HOPK:	280.00	
12/17/2024	INVOICE	4180515	AMERICAN LIBRARY ASSOC MEMBERSHIP DUES PEDEL	117.00	
12/17/2024	INVOICE	538669	THE DOWNTOWN MUG - COFFEE	277.15	
12/17/2024	INVOICE	112-0668894-485222	AMAZON - SOFIA THE FIRST	24.94	
12/17/2024	INVOICE	112-6850806-520980	AMAZON - SOFIA THE FIRST	16.62	
12/17/2024	INVOICE	113-0814964-786263	AMAZON - 2 HP 414X CYAN & MAGENTA TONER ACR'	924.84	
12/17/2024	INVOICE	113-1381861-881140	AMAZON - MADDEN NFL 25 PLAYSTATION	48.88	
12/17/2024	INVOICE	113-2040715-867300	AMAZON - DUMBO	10.97	
12/17/2024	INVOICE	113-2454312-718583	AMAZON - HP414X YELLOW TONER CARTRIDGE	239.97	
12/17/2024	INVOICE	113-2869600-680024	AMAZON - THE LOST GIRL	9.83	
12/17/2024	INVOICE	113-7405216-930260	AMAZON - SPIRIT RIDING FREE	10.99	
12/17/2024	INVOICE	113-9309093-774026	AMAZON - BEAUTY AND THE BEAST	38.17	
12/17/2024	INVOICE	113-9845592-435945	AMAZON - MOUNTING TAPE SQUARES	18.62	
12/17/2024	INVOICE	114-5785776-017542	AMAZON - GAMES OF THRONES COMPLETE SERIES D'	99.99	
12/17/2024	INVOICE	114-3277176-706262	CREDIT - HP 410 X BLACK TONER	(128.54)	
12/17/2024	INVOICE	WM90950828	HOME DEPOT - MENORAH WITH LED CANDLE	83.11	
12/17/2024	INVOICE	954707	DOWNTOWN MUG - GIFT CARD	10.00	
12/17/2024	INVOICE	21545	TERRACE BOOKS - WHY WE STAND	42.78	
12/17/2024	INVOICE	113-8255308-365222	THE US NAVY	11.80	
12/17/2024	INVOICE	111-0882994-616500	AMAZON - DVD'S	233.65	
12/17/2024	INVOICE	112-0439688-963386	AMAZON - BOOKS	406.45	
12/17/2024	INVOICE	113-0864150-043383	AMAZON - BOOKS	89.04	
12/17/2024	INVOICE	113-6403730-634345	AMAZON - PET TRAVEL CARRIER	23.85	
12/17/2024	INVOICE	1024302560	TED DEKKER - THE DRAGON RIDER	43.98	
12/17/2024	INVOICE	112-8391447-434423	AMAZON - DESK CALANDAR, 3 - STAPLERS	39.00	
12/17/2024	INVOICE	113-0357194-289381	AMAZON - BOOKS	81.63	
12/17/2024	INVOICE	AD023461000000EUS	ADOBE CREATIVE CLOUD ALL APS	34.99	
12/17/2024	INVOICE	11.29.2024	CONSTANT CONTACT	28.50	
12/17/2024	INVOICE	112-2833408-995545	CREDIT - NETWORK MANAGEMENT CARD	(196.00)	
12/17/2024	INVOICE	112-0672096-713700	AMAZON - 2 HEPA PURIFIER	283.98	
12/17/2024	INVOICE	112-5951289-338023	AMAZON - ETHERNET CABLE	28.85	
12/17/2024	INVOICE	112-0001129-239940	AMAZON - WIRELESS MOUSE	27.99	
12/17/2024	INVOICE	112-7858469-023784	AMAZON - EXTERNAL DRIVE FFOR PC WINDOWS	51.98	
12/17/2024	INVOICE	112-8747965-405944	AMAZON - NYLON LABELS	37.40	
12/17/2024	INVOICE	112-8425570-855542	AMAZON - LOGITECH WEBCAM	49.98	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2024	INVOICE	112-7272079-672022	AMAZON - 3 HP 63XL BLACK INK CARTRIDGE	152.97	
12/17/2024	INVOICE	112-7048964-955703	AMAZON - WINDSHIELD TRIM MOLDING	47.59	
12/17/2024	INVOICE	112-7589966-975461	AMAZON - ERASABLE CALENDAR	14.75	
12/17/2024	INVOICE	2078880	BLUE BEAM SUBSCRIPTION	2,600.00	
12/17/2024	INVOICE	5121508655	GOOGLE WORKSPACE BUSINES STARTER	12.00	
12/17/2024	INVOICE	9775387	PROVANTAGE - UPS NETWORK MANAGEMENT CARD	332.85	
12/17/2024	INVOICE	11.15.2024	COLUMBUS PUBLIC LIBRARY - TEST CREDIT CARD I	1.25	
Total:				19,841.08	
Net of 93 Invoices / 0 Checks				19,841.08	
00169	FRONTIER				
12/17/2024	INVOICE	30818802060523942	E911 PHONE CHARGES 11/30/24 TO 12/29/24	89.84	
12/17/2024	INVOICE	40256277850209002	NWP 11/30/24 TO 12/29/24	89.41	
12/17/2024	INVOICE	30818801750912722	PHONE/INTERNET/FAX LINES	1,772.79	
Total:				1,952.04	
Net of 3 Invoices / 0 Checks				1,952.04	
02817	FULL THROTTLE TRUCK &				
12/17/2024	INVOICE	INV-2200	AIR RESERVOIR	143.42	
Total:				143.42	
Net of 1 Invoices / 0 Checks				143.42	
00459	GALE				
12/17/2024	INVOICE	85965707	CHILTON LIBRARY & PETERSONS TEST PREP 11/16.	3,195.60	
12/17/2024	INVOICE	85994298	MATERIALS	54.73	
Total:				3,250.33	
Net of 2 Invoices / 0 Checks				3,250.33	
03172	GALLS LLC				
12/17/2024	INVOICE	029687102	RESERVE UNIFORMS - CARGO PANTS	530.27	
12/17/2024	INVOICE	029698313	A SHIFT REPLACEMENTS	316.49	
12/17/2024	INVOICE	029698314	C SHIFT REPLACEMENTS	657.67	
12/17/2024	INVOICE	029698315	B SHIFT REPLACEMENTS	257.89	
12/17/2024	INVOICE	029738573	A SHIFT REPLACEMENTS	610.07	
12/17/2024	INVOICE	029721973	B SHIFT UNIFORM REPLACEMENTS	859.26	
12/17/2024	INVOICE	029751337	C SHIFT REPLACEMENTS	172.26	
12/17/2024	INVOICE	029607732	PROTAC BATTERY - ALDRICH QM	125.94	
Total:				3,529.85	
Net of 8 Invoices / 0 Checks				3,529.85	
03174	GEHRING CONSTRUCTION &				
12/17/2024	INVOICE	11	VITALITY VILLAGE SUBDIVISION & COMM BLDG S I	12,322.00	
12/17/2024	INVOICE	81454	CRUSHED CONCRETE	1,514.10	
12/17/2024	INVOICE	81357	27TH AVE & 23RD ST	666.00	
Total:				14,502.10	
Net of 3 Invoices / 0 Checks				14,502.10	
10401	GOLFNOW				
12/17/2024	INVOICE	INV00098630	WEBSITE/EMAIL HOSTING	191.22	



Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
01724	HOBBY LOBBY				
12/17/2024	INVOICE	134665593	CHRISTMAS TOYS & HOBBIES	89.58	
12/17/2024	INVOICE	134698944	TREE TOPPER, DECOR	19.87	
12/17/2024	INVOICE	134779863	DECOR, RIBBON, LIGHTS, GARLAND	54.60	
12/17/2024	INVOICE	134869064	RETURN - CHRISTMAS LIGHTS	(17.96)	
12/17/2024	INVOICE	134869690	CHRISTMAS MAX, HAT, LIGHTS	24.97	
12/17/2024	INVOICE	135211855	CHRISTMAS CRAFTS	84.78	
			Total:	255.84	
			Net of 6 Invoices / 0 Checks	255.84	
00403	HOWERTER MD MARK S				
12/17/2024	INVOICE	MONTHLY	EMERGENCY MEDICAL DIRECTOR - JCC	616.00	
12/17/2024	INVOICE	MONTHLY	EMERGENCY MEDICAL DIRECTOR	678.00	
			Total:	1,294.00	
			Net of 2 Invoices / 0 Checks	1,294.00	
03192	HY-VEE INC				
12/17/2024	INVOICE	5800011996	CAREGIVER APPRECIATION	94.71	
12/17/2024	INVOICE	5800007877	CAREGIVER APPRECIATION	66.23	
			Total:	160.94	
			Net of 2 Invoices / 0 Checks	160.94	
10677	IMAGE TECH & PRINTING				
12/17/2024	INVOICE	11630	ENVELOPE - GREEN FES	378.35	
			Total:	378.35	
			Net of 1 Invoices / 0 Checks	378.35	
10722	INTERSTATE POWER SYSTEMS INC				
12/17/2024	INVOICE	R023061050:01	TURBINE SPEED SENSOR VIN #5238	2,777.89	
			Total:	2,777.89	
			Net of 1 Invoices / 0 Checks	2,777.89	
02609	ISLAND SUPPLY WELDING CO.				
12/17/2024	INVOICE	332400	VICTOR STYLE, TIP, PERFORMER EDGE VERSION, (	426.54	
			Total:	426.54	
			Net of 1 Invoices / 0 Checks	426.54	
03199	JACKSON SERVICES INC				
12/17/2024	INVOICE	5451840	BAR MOPS, MICROFIBER TOWELS, APRONS	54.25	
12/17/2024	INVOICE	5449397	UNIFORMS	26.60	
12/17/2024	INVOICE	5449385	UNIFORMS	139.51	
12/17/2024	INVOICE	5449394	MATS, ROLLER TOWELS, UNIFORMS	127.82	
12/17/2024	INVOICE	5449395	UNIFORMS	95.94	
12/17/2024	INVOICE	5449396	MATS, BAR TOWELS, SHOP TOWEL ORANGE	25.43	
12/17/2024	INVOICE	5449399	MOPS, MATS	60.06	
12/17/2024	INVOICE	5449384	SHOP TOWELS ORANGE	261.13	
12/17/2024	INVOICE	5448484	MATS	43.99	

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12/17/2024	INVOICE	5446705	UNIFORMS	252.60	
12/17/2024	INVOICE	5447548	UNIFORMS	75.56	
12/17/2024	INVOICE	5442317	BAR MOPS, MICROFIBER TOWELS, APRONS	54.23	
12/17/2024	INVOICE	5442320	UNIFORMS	25.65	
12/17/2024	INVOICE	5442321	UNIFORMS	75.60	
12/17/2024	INVOICE	5444949	UNIFORMS	139.53	
12/17/2024	INVOICE	5444955	UNIFORMS	91.75	
12/17/2024	INVOICE	5444956	UNIFORMS	95.96	
12/17/2024	INVOICE	5444957	MAT	3.07	
12/17/2024	INVOICE	5444958	UNIFORMS	26.62	
12/17/2024	INVOICE	5446762	MATS, MOPS, POLISH TOWELS, WINDSHIELD WIPES,	135.72	
12/17/2024	INVOICE	5447541	MATS	65.15	
12/17/2024	INVOICE	5447547	UNIFORMS	25.62	
Total:				1,901.79	
Net of 22 Invoices / 0 Checks				1,901.79	
11103	JONES GROUP				
12/17/2024	INVOICE	13661	PUBLIC OFFICIALS BOND - CITY ADMINISTRATOR	250.00	
Total:				250.00	
Net of 1 Invoices / 0 Checks				250.00	
03202	KELLY SUPPLY COMPANY				
12/17/2024	INVOICE	S12300440-0	BLACK PIPE NIPPLE, HEX BUSHING, 90 ST ELL, (	595.59	
12/17/2024	INVOICE	S12300438-0	PART C COUPLING, STAINLESS STEEL CLAMPS	17.99	
12/17/2024	INVOICE	S12300332-0	SS NIPPLE, CAST STOCK COUP	3.07	
Total:				616.65	
Net of 3 Invoices / 0 Checks				616.65	
03206	KOCH EXCAVATING CO INC				
12/17/2024	INVOICE	37096	TOP DIRT	342.57	
Total:				342.57	
Net of 1 Invoices / 0 Checks				342.57	
02236	LANGUAGE LINE SERVICES INC				
12/17/2024	INVOICE	11470970	OVER THE PHONE INTERPRETATION	113.99	
12/17/2024	INVOICE	11454985	OVER THE PHONE INTERPRETATION	95.48	
Total:				209.47	
Net of 2 Invoices / 0 Checks				209.47	
02177	LASKA PATTY				
12/17/2024	INVOICE	12.05.2024	REIMBURSE - CAREGIVER APPRECIATION PRIZES	139.08	
Total:				139.08	
Net of 1 Invoices / 0 Checks				139.08	
00103	LINCOLN JOURNAL STAR				
12/17/2024	INVOICE	118-60003415	MINUTES, HEARINGS, LIQUOR LICENSE	521.02	
12/17/2024	INVOICE	118-60106294	ADVERTISING	223.64	
Total:				744.66	
Net of 2 Invoices / 0 Checks				744.66	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00822 12/17/2024	LINCOLN WINWATER WORKS INVOICE	10749201	MACRO 2-BOLT CPLG	1,944.97	
			Total:	1,944.97	
			Net of 1 Invoices / 0 Checks	1,944.97	
03214	LOUP POWER DISTRICT				
12/17/2024	INVOICE	169004 DEC 24	ELECTRICITY	1,110.92	
12/17/2024	INVOICE	169005 DEC 24	ELECTRICITY	92.57	
12/17/2024	INVOICE	169009 DEC 24	ELECTRICITY	40.74	
12/17/2024	INVOICE	169014 DEC 24	ELECTRICITY	807.87	
12/17/2024	INVOICE	169016 DEC 24	ELECTRICITY	546.18	
12/17/2024	INVOICE	169017 DEC 24	ELECTRICITY	25.00	
12/17/2024	INVOICE	169018 DEC 24	ELECTRICITY	3.08	
12/17/2024	INVOICE	169019 DEC 24	ELECTRICITY	411.54	
12/17/2024	INVOICE	169020 DEC 24	ELECTRICITY	5.86	
12/17/2024	INVOICE	169022 DEC 24	ELECTRICITY	25.71	
12/17/2024	INVOICE	169023 DEC 24	ELECTRICITY	290.58	
12/17/2024	INVOICE	169024 DEC 24	ELECTRICITY	75.38	
12/17/2024	INVOICE	169026 DEC 24	ELECTRICITY	146.94	
12/17/2024	INVOICE	169027 DEC 24	ELECTRICITY	12.91	
12/17/2024	INVOICE	169028 DEC 24	ELECTRICITY	584.70	
12/17/2024	INVOICE	169029 DEC 24	ELECTRICITY	605.79	
12/17/2024	INVOICE	169030 DEC 24	ELECTRICITY	199.02	
12/17/2024	INVOICE	169031 DEC 24	ELECTRICITY	58.00	
12/17/2024	INVOICE	169033 DEC 24	ELECTRICITY	38.39	
12/17/2024	INVOICE	169036 DEC 24	ELECTRICITY	224.55	
12/17/2024	INVOICE	169038 DEC 24	ELECTRICITY	3,429.40	
12/17/2024	INVOICE	169039 DEC 24	ELECTRICITY	25.00	
12/17/2024	INVOICE	169041 DEC 24	ELECTRICITY	40.05	
12/17/2024	INVOICE	169043 DEC 24	ELECTRICITY	44.80	
12/17/2024	INVOICE	169044 DEC 24	ELECTRICITY	48.13	
12/17/2024	INVOICE	169048 DEC 24	ELECTRICITY	31.26	
12/17/2024	INVOICE	169049 DEC 24	ELECTRICITY	313.15	
12/17/2024	INVOICE	169050 DEC 24	ELECTRICITY	163.66	
12/17/2024	INVOICE	169051 DEC 24	ELECTRICITY	25.51	
12/17/2024	INVOICE	169053 DEC 24	ELECTRICITY	39.93	
12/17/2024	INVOICE	169055 DEC 24	ELECTRICITY	25.91	
12/17/2024	INVOICE	169056 DEC 24	ELECTRICITY	45.60	
12/17/2024	INVOICE	169058 DEC 24	ELECTRICITY	39.85	
12/17/2024	INVOICE	169061 DEC 24	ELECTRICITY	35.30	
12/17/2024	INVOICE	169062 DEC 24	ELECTRICITY	159.35	
12/17/2024	INVOICE	169064 DEC 24	ELECTRICITY	49.44	
12/17/2024	INVOICE	169065 DEC 24	ELECTRICITY	867.82	
12/17/2024	INVOICE	169066 DEC 24	ELECTRICITY	58.94	
12/17/2024	INVOICE	169069 DEC 24	ELECTRICITY	45.58	
12/17/2024	INVOICE	169072 DEC 24	ELECTRICITY	250.00	
12/17/2024	INVOICE	169073 DEC 24	ELECTRICITY	43.69	
12/17/2024	INVOICE	169074 DEC 24	ELECTRICITY	33.08	
12/17/2024	INVOICE	169077 DEC 24	ELECTRICITY	26.21	
12/17/2024	INVOICE	169080 DEC 24	ELECTRICITY	161.83	
12/17/2024	INVOICE	169081 DEC 24	ELECTRICITY	41.87	
12/17/2024	INVOICE	169082 DEC 24	ELECTRICITY	121.23	
12/17/2024	INVOICE	169083 DEC 24	ELECTRICITY	1,419.02	
12/17/2024	INVOICE	169084 DEC 24	ELECTRICITY	860.31	
12/17/2024	INVOICE	169085 DEC 24	ELECTRICITY	1,258.03	
12/17/2024	INVOICE	169086 DEC 24	ELECTRICITY	1,210.69	

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12/17/2024	INVOICE	169087 DEC 24	ELECTRICITY	917.13	
12/17/2024	INVOICE	169089 DEC 24	ELECTRICITY	38.03	
12/17/2024	INVOICE	169090 DEC 24	ELECTRICITY	40.76	
12/17/2024	INVOICE	169091 DEC 24	ELECTRICITY	67.09	
12/17/2024	INVOICE	169092 DEC 24	ELECTRICITY	76.28	
12/17/2024	INVOICE	169093 DEC 24	ELECTRICITY	75.42	
12/17/2024	INVOICE	169094 DEC 24	ELECTRICITY	52.89	
12/17/2024	INVOICE	169096 DEC 24	ELECTRICITY	665.19	
12/17/2024	INVOICE	169097 DEC 24	ELECTRICITY	31.36	
12/17/2024	INVOICE	169098 DEC 24	ELECTRICITY	28.08	
12/17/2024	INVOICE	169107 DEC 24	ELECTRICITY	60.16	
12/17/2024	INVOICE	169112 DEC 24	ELECTRICITY	113.17	
12/17/2024	INVOICE	169116 DEC 24	ELECTRICITY	63.71	
12/17/2024	INVOICE	169118 DEC 24	ELECTRICITY	37.42	
12/17/2024	INVOICE	169120 DEC 24	ELECTRICITY	3,986.98	
12/17/2024	INVOICE	169121 DEC 24	ELECTRICITY	4,166.50	
12/17/2024	INVOICE	169122 DEC 24	ELECTRICITY	2,711.64	
12/17/2024	INVOICE	169123 DEC 24	ELECTRICITY	71.97	
12/17/2024	INVOICE	169124 DEC 24	ELECTRICITY	94.59	
12/17/2024	INVOICE	169125 DEC 24	ELECTRICITY	51.34	
12/17/2024	INVOICE	169126 DEC 24	ELECTRICITY	143.76	
12/17/2024	INVOICE	169127 DEC 24	ELECTRICITY	51.54	
12/17/2024	INVOICE	169130 DEC 24	ELECTRICITY	38.71	
12/17/2024	INVOICE	169131 DEC 24	ELECTRICITY	4.15	
12/17/2024	INVOICE	169132 DEC 24	ELECTRICITY	83.48	
12/17/2024	INVOICE	169133 DEC 24	ELECTRICITY	8,938.74	
12/17/2024	INVOICE	169135 DEC 24	ELECTRICITY	2,568.86	
12/17/2024	INVOICE	169136 DEC 24	ELECTRICITY	139.55	
12/17/2024	INVOICE	169137 DEC 24	ELECTRICITY	139.46	
12/17/2024	INVOICE	169138 DEC 24	ELECTRICITY	103.17	
12/17/2024	INVOICE	169140 DEC 24	ELECTRICITY	108.25	
12/17/2024	INVOICE	169141 DEC 24	ELECTRICITY	139.71	
12/17/2024	INVOICE	400001 DEC 24	ELECTRICITY	1,072.64	
12/17/2024	INVOICE	400002 DEC 24	ELECTRICITY	316.59	
12/17/2024	INVOICE	400003 DEC 24	ELECTRICITY	152.52	
12/17/2024	INVOICE	400004 DEC 24	ELECTRICITY	112.75	
12/17/2024	INVOICE	400005 DEC 24	ELECTRICITY	29.04	
12/17/2024	INVOICE	400006 DEC 24	ELECTRICITY	25.81	
12/17/2024	INVOICE	400008 DEC 24	ELECTRICITY	26.11	
12/17/2024	INVOICE	400009 DEC 24	ELECTRICITY	54.59	
12/17/2024	INVOICE	400010 DEC 24	ELECTRICITY	40.45	
12/17/2024	INVOICE	400011 DEC 24	ELECTRICITY	28.64	
12/17/2024	INVOICE	400012 DEC 24	ELECTRICITY	30.66	
12/17/2024	INVOICE	400013 DEC 24	ELECTRICITY	38.64	
12/17/2024	INVOICE	400015 DEC 24	ELECTRICITY	510.45	
12/17/2024	INVOICE	400016 DEC 24	ELECTRICITY	61.74	
12/17/2024	INVOICE	400017 DEC 24	ELECTRICITY	53.89	
12/17/2024	INVOICE	400018 DEC 24	ELECTRICITY	50.96	
12/17/2024	INVOICE	400019 DEC 24	ELECTRICITY	144.57	
12/17/2024	INVOICE	400020 DEC 24	ELECTRICITY	463.90	
12/17/2024	INVOICE	400023 DEC 24	ELECTRICITY	437.30	
12/17/2024	INVOICE	400024 DEC 24	ELECTRICITY	33.89	
12/17/2024	INVOICE	400025 DEC 24	ELECTRICITY	110.38	
12/17/2024	INVOICE	400026 DEC 24	ELECTRICITY	25.91	
12/17/2024	INVOICE	400028 DEC 24	ELECTRICITY	54.20	
12/17/2024	INVOICE	400029 DEC 24	ELECTRICITY	102.54	
12/17/2024	INVOICE	400030 DEC 24	ELECTRICITY	45.81	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2024	INVOICE	400031 DEC 24	ELECTRICITY	159.28	
12/17/2024	INVOICE	400032 DEC 24	ELECTRICITY	97.75	
12/17/2024	INVOICE	400033 DEC 24	ELECTRICITY	173.12	
12/17/2024	INVOICE	400034 DEC 24	ELECTRICITY	26.62	
12/17/2024	INVOICE	400036 DEC 24	ELECTRICITY	1,343.15	
12/17/2024	INVOICE	400037 DEC 24	ELECTRICITY	62.57	
12/17/2024	INVOICE	400039 DEC 24	ELECTRICITY	74.37	
12/17/2024	INVOICE	400040 DEC 24	ELECTRICITY	27,770.86	
12/17/2024	INVOICE	400041 DEC 24	ELECTRICITY	71.25	
12/17/2024	INVOICE	400042 DEC 24	ELECTRICITY	40.45	
12/17/2024	INVOICE	400044 DEC 24	ELECTRICITY	56.02	
12/17/2024	INVOICE	400046 DEC 24	ELECTRICITY	26.38	
12/17/2024	INVOICE	400047 DEC 24	ELECTRICITY	434.17	
12/17/2024	INVOICE	400048 DEC 24	ELECTRICITY	39.82	
12/17/2024	INVOICE	400049 DEC 24	ELECTRICITY	41.14	
12/17/2024	INVOICE	400051 DEC 24	ELECTRICITY	97.72	
12/17/2024	INVOICE	400052 DEC 24	ELECTRICITY	50.45	
12/17/2024	INVOICE	400055 DEC 24	ELECTRICITY	25.00	
12/17/2024	INVOICE	400057 DEC 24	ELECTRICITY	42.15	
12/17/2024	INVOICE	400059 DEC 24	ELECTRICITY	197.78	
12/17/2024	INVOICE	400060 DEC 24	ELECTRICITY	12,053.60	
12/17/2024	INVOICE	400061 DEC 24	ELECTRICITY	33.48	
12/17/2024	INVOICE	400062 DEC 24	ELECTRICITY	40.55	
12/17/2024	INVOICE	400063 DEC 24	ELECTRICITY	46.61	
12/17/2024	INVOICE	400065 DEC 24	ELECTRICITY	3,206.06	
12/17/2024	INVOICE	400068 DEC 24	ELECTRICITY	79.74	
12/17/2024	INVOICE	400069 DEC 24	ELECTRICITY	40.66	
12/17/2024	INVOICE	400070 DEC 24	ELECTRICITY	1,404.22	
12/17/2024	INVOICE	400071 DEC 24	ELECTRICITY	70.25	
12/17/2024	INVOICE	400072 DEC 24	ELECTRICITY	55.30	
12/17/2024	INVOICE	400073 DEC 24	ELECTRICITY	37.12	
12/17/2024	INVOICE	400075 DEC 24	ELECTRICITY	45.00	
12/17/2024	INVOICE	400076 DEC 24	ELECTRICITY	38.64	
12/17/2024	INVOICE	400077 DEC 24	ELECTRICITY	35.10	
12/17/2024	INVOICE	400079 DEC 24	ELECTRICITY	207.88	
12/17/2024	INVOICE	400081 DEC 24	ELECTRICITY	248.48	
12/17/2024	INVOICE	400083 DEC 24	ELECTRICITY	84.99	
12/17/2024	INVOICE	400084 DEC 24	ELECTRICITY	72.87	
12/17/2024	INVOICE	400085 DEC 24	ELECTRICITY	39.54	
12/17/2024	INVOICE	400088 DEC 24	ELECTRICITY	89.45	
12/17/2024	INVOICE	400089 DEC 24	ELECTRICITY	219.30	
12/17/2024	INVOICE	400090 DEC 24	ELECTRICITY	76.49	
12/17/2024	INVOICE	400091 DEC 24	ELECTRICITY	287.59	
12/17/2024	INVOICE	400092 DEC 24	ELECTRICITY	29.34	
12/17/2024	INVOICE	400093 DEC 24	ELECTRICITY	44.39	
12/17/2024	INVOICE	400094 DEC 24	ELECTRICITY	203.32	
12/17/2024	INVOICE	400095 DEC 24	ELECTRICITY	172.37	
12/17/2024	INVOICE	400096 DEC 24	ELECTRICITY	1,219.38	
12/17/2024	INVOICE	400097 DEC 24	ELECTRICITY	126.58	
12/17/2024	INVOICE	400098 DEC 24	ELECTRICITY	529.35	
12/17/2024	INVOICE	400099 DEC 24	ELECTRICITY	389.10	
12/17/2024	INVOICE	400100 DEC 24	ELECTRICITY	50.63	
12/17/2024	INVOICE	400101 DEC 24	ELECTRICITY	81.13	

Total: 98,242.00  
 Net of 160 Invoices / 0 Checks 98,242.00

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02806 12/17/2024	MACQUEEN EQUIPMENT INVOICE	P14331	BULKHEAD DATA CABLE ASSY	467.97	
			Total:	467.97	
			Net of 1 Invoices / 0 Checks	467.97	
00083 12/17/2024	MECHANICAL SALES INC INVOICE	59409	REPLACE VFD ON DECTRON UNIT	7,147.90	
			Total:	7,147.90	
			Net of 1 Invoices / 0 Checks	7,147.90	
10692 12/17/2024	MEDLINE INDUSTRIES INC INVOICE	2346807601	IV START KIT	84.63	
			Total:	84.63	
			Net of 1 Invoices / 0 Checks	84.63	
03220 12/17/2024	MENARDS INVOICE	17541	KNOCKOUT SEALS, LEVER-NUTS, 100W LED 6PK	50.25	
12/17/2024	INVOICE	17558	MOP REFILL, CLEANER, LYSOL, NITRILE GLOVES	49.06	
12/17/2024	INVOICE	17623	DOOR SWEEPS, US FLAG	140.76	
12/17/2024	INVOICE	17692	DOOR SWEEPS	97.33	
12/17/2024	INVOICE	17756	2X12-20", CARR BOLTS, FLAT WASHER, HEX NUTS	106.17	
12/17/2024	INVOICE	17732	TIMER SWITCH	42.95	
12/17/2024	INVOICE	17479	ANTIFREEZE, PLASTIC BONDER	23.95	
12/17/2024	INVOICE	17491	1-1/2 BRASS BALL FIP	79.98	
12/17/2024	INVOICE	17542	4 - 40LB SALT PELLETS	25.88	
12/17/2024	INVOICE	17552	LEATHER GLOVES, 6V BATTERY, EXIT & EMERGENC	65.97	
12/17/2024	INVOICE	17540	TC PACS, CUTTER, PAINT MARKER, TOOLBOX, GRE	322.35	
12/17/2024	INVOICE	17470	HT/CL THERMOSTAT	21.98	
12/17/2024	INVOICE	18044	AIRFILTER, DAWN, BACTERIA TREATMENT	129.49	
12/17/2024	INVOICE	17891	FOAM SEAL	8.96	
12/17/2024	INVOICE	17977	WINDOW & DOOR FOAM	40.77	
			Total:	1,205.85	
			Net of 15 Invoices / 0 Checks	1,205.85	
03222 12/17/2024	MID-AMERICAN RESEARCH INVOICE	0835158-IN	PRESS BELT CLEANER	200.50	
			Total:	200.50	
			Net of 1 Invoices / 0 Checks	200.50	
10309 12/17/2024	MIDWEST ALARM SERVICES INVOICE	478147	ANNUAL FIRE ALARM INSPECTION	462.00	
			Total:	462.00	
			Net of 1 Invoices / 0 Checks	462.00	
10893 12/17/2024	MIDWEST COATINGS COMPANY INC INVOICE	13119	COLD MIX ASPHALT	2,500.20	
			Total:	2,500.20	
			Net of 1 Invoices / 0 Checks	2,500.20	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03224	MIDWEST LABORATORIES INC				
12/17/2024	INVOICE	1213105	CHEMICAL OXYGEN DEMAND ANALYSIS	38.50	
12/17/2024	INVOICE	1213106	WATER TESTING & SUPPLIES	1,781.26	
			Total:	1,819.76	
			Net of 2 Invoices / 0 Checks	1,819.76	
00487	MIDWEST TAPE LLC				
12/17/2024	INVOICE	506401538	DVD'S	41.98	
12/17/2024	INVOICE	506414161	DIGITAL AUDIOBOOK, BINGEPASS, COMICS, EBOOK	584.23	
12/17/2024	INVOICE	506440476	DVD'S	88.45	
			Total:	714.66	
			Net of 3 Invoices / 0 Checks	714.66	
03227	MIDWEST TURF & IRRIGATION				
12/17/2024	INVOICE	3944170-00	HOSE ADAPTERS, O-RING	513.53	
12/17/2024	INVOICE	3944259-00	25 - O-RINGS	99.04	
			Total:	612.57	
			Net of 2 Invoices / 0 Checks	612.57	
00463	MIKE'S TOWING				
12/17/2024	INVOICE	40398	TOWING	150.00	
12/17/2024	INVOICE	40404	TOWING	150.00	
12/17/2024	INVOICE	40407	TOWING	150.00	
12/17/2024	INVOICE	40413	TOWING	150.00	
12/17/2024	INVOICE	40414	TOWING	150.00	
12/17/2024	INVOICE	40415	TOWING	150.00	
			Total:	900.00	
			Net of 6 Invoices / 0 Checks	900.00	
02550	MITCHELL1				
12/17/2024	INVOICE	31833485	SHOPKEY TECH SERIES PLUS	4,488.00	
			Total:	4,488.00	
			Net of 1 Invoices / 0 Checks	4,488.00	
03230	MOTION INDUSTRIES INC				
12/17/2024	INVOICE	NE07-00519729	HI-VOLUMNE ROLLER CHAIN	217.11	
			Total:	217.11	
			Net of 1 Invoices / 0 Checks	217.11	
02622	MOTOROLA SOLUTIONS INC.				
12/17/2024	INVOICE	8282033180	4 - VRX1000 700/800MHZ	33,853.04	
12/17/2024	INVOICE	8282035925	45 - APX 8000 ALL BAND PORTABLE	410,545.40	
12/17/2024	INVOICE	8282034563	UNITY GAIN ANTENNA	81.20	
			Total:	444,479.64	
			Net of 3 Invoices / 0 Checks	444,479.64	
00153	MUELLER SPRINKLERS				
12/17/2024	INVOICE	11.27.2024	CONNECT NORTH, EAST & SOUTH WIRE, ADD 3 VAL'	2,425.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	2,425.00	
			Net of 1 Invoices / 0 Checks	2,425.00	
00210 12/17/2024	MUNICIPAL PIPE TOOL CO LLC INVOICE	34894	CIRCULAR ROOT SAW BLADES	2,409.58	
			Total:	2,409.58	
			Net of 1 Invoices / 0 Checks	2,409.58	
11267 12/17/2024	NE FLOODPLAIN & STORMWATER MANAGERS INVOICE	02671	INDIVIDUAL MEMBERSHIP - BRIAN BENCK	35.00	
12/17/2024	INVOICE	02697	INDIVIDUAL MEMBERSHIP - BRADEN LABENZ	35.00	
12/17/2024	INVOICE	02673	INDIVIDUAL MEMBERSHIP - DAVID BOSWELL	35.00	
			Total:	105.00	
			Net of 3 Invoices / 0 Checks	105.00	
00029 12/17/2024	NEBRASKA STATE FIRE MARSHAL INVOICE	2025-1515	ANNUAL REGISTRATION FEE, PETROLEUM RELEASE 1	360.00	
12/17/2024	INVOICE	2025-573	ANNUAL REGISTRATION FEE, PETROLEUM RELEASE 1	240.00	
			Total:	600.00	
			Net of 2 Invoices / 0 Checks	600.00	
11170 12/17/2024	NEVCO WIRELESS INVOICE	12.17.2024	REFUND WIRELESS ESCROW BALANCE 1868 E 29TH	1,404.40	
			Total:	1,404.40	
			Net of 1 Invoices / 0 Checks	1,404.40	
03246 12/17/2024	NORTHEAST NEBRASKA ECONOMIC INVOICE	3	23-DTR-003	4,095.00	
			Total:	4,095.00	
			Net of 1 Invoices / 0 Checks	4,095.00	
03245 12/17/2024	NORTHEAST NEBRASKA SOLID INVOICE	11302024	LANDFILL CHARGES	58,374.20	
			Total:	58,374.20	
			Net of 1 Invoices / 0 Checks	58,374.20	
03007 12/17/2024	NORTHERN LAKE SERVICE INC. INVOICE	2420610	UCMR5 TESTING	1,580.00	
			Total:	1,580.00	
			Net of 1 Invoices / 0 Checks	1,580.00	
00350 12/17/2024	NOSWETT FENCING INC INVOICE	15887	REPAIR GATE	195.00	
			Total:	195.00	
			Net of 1 Invoices / 0 Checks	195.00	
03249 12/17/2024	OCCUPATIONAL HEALTH SERV INVOICE	79062	PRE-EMPLOYMENT	770.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2024	INVOICE	79030	DRUG SCREEN	117.00	
12/17/2024	INVOICE	79032	PRE-EMPLOYMENT	837.00	
Total:				1,724.00	
Net of 3 Invoices / 0 Checks				1,724.00	
02852	OLSON'S PEST TECHNICIANS				
12/17/2024	INVOICE	378623	PEST CONTROL	85.00	
12/17/2024	INVOICE	378624	PEST CONTROL	55.00	
12/17/2024	INVOICE	378625	PEST CONTROL	90.00	
12/17/2024	INVOICE	378626	PEST CONTROL	60.00	
12/17/2024	INVOICE	378627	PEST CONTROL	55.00	
12/17/2024	INVOICE	392414	PEST CONTROL	63.00	
12/17/2024	INVOICE	392415	PEST CONTROL	75.00	
Total:				483.00	
Net of 7 Invoices / 0 Checks				483.00	
01451	ONE CALL CONCEPTS INC				
12/17/2024	INVOICE	4110126	LOCATE FEES	289.70	
Total:				289.70	
Net of 1 Invoices / 0 Checks				289.70	
01307	ONE SOURCE				
12/17/2024	INVOICE	2022168078	BACKGROUND CHECKS	38.00	
Total:				38.00	
Net of 1 Invoices / 0 Checks				38.00	
00176	O'REILLY AUTOMOTIVE INC				
12/17/2024	INVOICE	0681-315091	HSS16Z	27.99	
12/17/2024	INVOICE	0681-314392	14OZ BRAKE CLEAN, WIPER FLUID, 200 SHEETS T	87.83	
12/17/2024	INVOICE	0681-313659	WIPER FLUID	130.00	
12/17/2024	INVOICE	0681-314132	STARTER SOL	79.86	
12/17/2024	INVOICE	0681-315713	MOTOR OIL	42.46	
12/17/2024	INVOICE	0681-316222	TIRE PATCH	51.00	
12/17/2024	INVOICE	0681-315574	MINI BULB	6.60	
12/17/2024	INVOICE	0681-315612	CABIN FILTER	11.15	
Total:				436.89	
Net of 8 Invoices / 0 Checks				436.89	
10411	PAPER TIGER SHREDDING				
12/17/2024	INVOICE	209143	64 GALLON CONTAINER	35.00	
Total:				35.00	
Net of 1 Invoices / 0 Checks				35.00	
00345	PETE LIEN & SONS INC.				
12/17/2024	INVOICE	CD99251197	QUICKLIME FINES	6,746.78	
Total:				6,746.78	
Net of 1 Invoices / 0 Checks				6,746.78	
03258	PETTY CASH				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2024	INVOICE	N7-2RRR-K992	VEHICLE TITLE/REGISTRATION	16.00	
12/17/2024	INVOICE	12.09.2024	PETTY CASH	81.95	
			Total:	97.95	
			Net of 2 Invoices / 0 Checks	97.95	
00155 12/17/2024	PLATTE COUNTY INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	4,062.00	
			Total:	4,062.00	
			Net of 1 Invoices / 0 Checks	4,062.00	
00165 12/17/2024	PLATTE COUNTY INVOICE	ELECTION 12.20.2024	NOVEMBER 5TH, 2024 GENERAL ELECTION	2,400.37	
			Total:	2,400.37	
			Net of 1 Invoices / 0 Checks	2,400.37	
00758 12/17/2024	PLATTE COUNTY INVOICE	REGISTER OF 12.02.2024	RESOLUTION R24-126, ISLAND SUPPLY COMPANY S	50.00	
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
01077 12/17/2024	PLATTE VALLEY INVOICE	COMMUNICATIONS 102400171	MOVE POWER FROM BATTERY TO SWITCHED UNIT 86	47.50	
			Total:	47.50	
			Net of 1 Invoices / 0 Checks	47.50	
11195 12/17/2024	PLAYAWAY PRODUCTS LLC INVOICE	483679	SING-ALONG BOOKS	113.98	
			Total:	113.98	
			Net of 1 Invoices / 0 Checks	113.98	
10445 12/17/2024	PORT-A-JOHNS INVOICE	24-6171	RESTROOM RENTAL - QUAIL RUN, VANBURG, CEMET	450.00	
			Total:	450.00	
			Net of 1 Invoices / 0 Checks	450.00	
11012 12/17/2024	PREFERRED PIPELINE LLC INVOICE	PPL000080933	SAND	1,278.60	
			Total:	1,278.60	
			Net of 1 Invoices / 0 Checks	1,278.60	
03261 12/17/2024	PRESTOX INVOICE	71020508	PEST CONTROL - 4630 HOWARD BLVD	68.46	
12/17/2024	INVOICE	69807064	PEST CONTROL - 4630 HOWARD BLVD	68.46	
12/17/2024	INVOICE	69807063	PEST CONTROL - 424 E 8TH ST	65.78	
			Total:	202.70	
			Net of 3 Invoices / 0 Checks	202.70	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02432	PROFESSIONAL SURVEYORS ASSOCIATION				
12/17/2024	INVOICE	2025	PSAN 2025 WINTER CONFERENCE-BRIAN BENCK	250.00	
			Total:	250.00	
			Net of 1 Invoices / 0 Checks	250.00	
10964	PROVANTAGE ACCOUNTING				
12/17/2024	INVOICE	9787693	10 - HP MONITORS	1,900.00	
12/17/2024	INVOICE	9787585	2 - HP ELITE DESK 805	1,510.00	
12/17/2024	INVOICE	9787584	4 - HP ELITE BOOK 665, SPK BAR, DOCK	5,421.00	
			Total:	8,831.00	
			Net of 3 Invoices / 0 Checks	8,831.00	
10361	QUADIENT FINANCE USA, INC.				
12/17/2024	INVOICE	31257220	POSTAGE	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
10294	QUICK MED CLAIMS				
12/17/2024	INVOICE	INV39531	CLAIMS	5,387.20	
			Total:	5,387.20	
			Net of 1 Invoices / 0 Checks	5,387.20	
03263	QUILL CORPORATION				
12/17/2024	INVOICE	41564971	RECEIPT PAPER 12 ROLLS	33.99	
			Total:	33.99	
			Net of 1 Invoices / 0 Checks	33.99	
03264	REARDON LAWN & GARDEN INC				
12/17/2024	INVOICE	13445	REPAIR SNOW BLOWER	407.34	
			Total:	407.34	
			Net of 1 Invoices / 0 Checks	407.34	
03270	SAPP BROS COLUMBUS INC				
12/17/2024	INVOICE	IN4585512	FUEL	1,109.60	
12/17/2024	INVOICE	IN4587624	FUEL	4,446.00	
12/17/2024	INVOICE	IN4593166	FUEL	5,196.00	
12/17/2024	INVOICE	IN4602356	FUEL	4,367.70	
12/17/2024	INVOICE	IN4593257	TURBOFLO	413.00	
12/17/2024	INVOICE	IN4595274	AMERIGUARD HYDRAULIC	623.50	
12/17/2024	INVOICE	IN4596329	DEF HAND PUMP	145.00	
12/17/2024	INVOICE	IN4583310	AMERIGUARD 5TH WHEEL GREASE	118.00	
12/17/2024	INVOICE	IN4601382	FUEL	8,439.50	
			Total:	24,858.30	
			Net of 9 Invoices / 0 Checks	24,858.30	
03271	SCHIEFFER SIGNS INC				
12/17/2024	INVOICE	48592	REMOVE LETTERING FROM #177,178 & 194	385.00	
			Total:	385.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	385.00	
00156	SEALOCK GREG				
12/17/2024	INVOICE	11.27.2024	PRE-EMPLOYMENT POLYGRAPH EXAMINATION	150.00	
12/17/2024	INVOICE	12.07.2024	PRE-EMPLOYMENT POLYGRAPH - CARDENAS	150.00	
			Total:	300.00	
			Net of 2 Invoices / 0 Checks	300.00	
00465	SERVICEMASTER BY SHEVLIN				
12/17/2024	INVOICE	11498	MONTHLY JANITORIAL SERVICE	2,485.00	
			Total:	2,485.00	
			Net of 1 Invoices / 0 Checks	2,485.00	
03276	SHERWIN-WILLIAMS CO				
12/17/2024	INVOICE	9549-4	PAINT	78.97	
			Total:	78.97	
			Net of 1 Invoices / 0 Checks	78.97	
01090	SHEVLIN SUPPLY				
12/17/2024	INVOICE	7862	MANUAL SOAP DISPENSER	30.00	
12/17/2024	INVOICE	7883	MANUAL SOAP DISPENSER	12.00	
			Total:	42.00	
			Net of 2 Invoices / 0 Checks	42.00	
03277	SIPPLE, HANSEN, EMERSON,				
12/17/2024	INVOICE	1-00M NOV 24	LEGAL SERVICES	6,708.10	
			Total:	6,708.10	
			Net of 1 Invoices / 0 Checks	6,708.10	
01394	SIRIUS COMPUTER SOLUTIONS INC.				
12/17/2024	INVOICE	INV-001033337	SENTINEL LABS SINGULARITY XDR PLATFORM	10,866.30	
			Total:	10,866.30	
			Net of 1 Invoices / 0 Checks	10,866.30	
01324	STAN HOUSTON EQUIP CO, INC				
12/17/2024	INVOICE	2572831	14" RING SAW	3,950.00	
12/17/2024	INVOICE	2572848	RING SAW BLADE	150.00	
			Total:	4,100.00	
			Net of 2 Invoices / 0 Checks	4,100.00	
03278	STANLEY PETROLEUM				
12/17/2024	INVOICE	5437T	TANK MONITOR NOT SHOWING PROPERLY	245.00	
			Total:	245.00	
			Net of 1 Invoices / 0 Checks	245.00	
03280	STATE OF NEBR DEPT OF REVENUE				
12/17/2024	INVOICE	11302024GOLF	SALES TAX - NOVEMBER 2024 GOLF	317.17	
12/17/2024	INVOICE	11302024POOLS	SALES TAX - NOVEMBER 2024 POOLS	223.40	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2024	INVOICE	11302024	UTILITY SALES TAX - NOVEMBER 2024 UTILITY	53,490.30	
			Total:	54,030.87	
			Net of 3 Invoices / 0 Checks	54,030.87	
00244	STERICYCLE INC				
12/17/2024	INVOICE	8009016275	STERI-SAFE BUDGET SUBSCRIPTION	760.57	
			Total:	760.57	
			Net of 1 Invoices / 0 Checks	760.57	
00105	SUPER SAVER				
12/17/2024	INVOICE	127780	GROCERIES	38.24	
12/17/2024	INVOICE	127770	DONUTS FOR PAJAMA DAY	23.76	
12/17/2024	INVOICE	128041	GROCERIES	32.23	
12/17/2024	INVOICE	127960	GROCERIES	19.96	
12/17/2024	INVOICE	128051	GROCERIES	119.78	
			Total:	233.97	
			Net of 5 Invoices / 0 Checks	233.97	
00110	SYSCO LINCOLN				
12/17/2024	INVOICE	561986071	STUFFING MIX	74.49	
12/17/2024	INVOICE	661007482	SPICE ONION CHOPPED	144.55	
12/17/2024	INVOICE	661011026	GROCERIES, LINERS, COFFEE	2,025.05	
12/17/2024	INVOICE	661024152	GROCERIES, CAN LINERS, TOGO LIDS, NAPKINS	1,984.17	
12/17/2024	INVOICE	561989256	GROCERIES, NAPKINS, DETERGENT	2,924.90	
12/17/2024	INVOICE	561974333	GROCERIES, COFFEE	2,940.06	
			Total:	10,093.22	
			Net of 6 Invoices / 0 Checks	10,093.22	
10997	T-BONE PD LLC				
12/17/2024	INVOICE	2543	PROPANE	136.36	
			Total:	136.36	
			Net of 1 Invoices / 0 Checks	136.36	
11266	TERRACAST PRODUCTS LLC				
12/17/2024	INVOICE	6767	15 - DOWNTOWN PLANTERS	7,832.75	
			Total:	7,832.75	
			Net of 1 Invoices / 0 Checks	7,832.75	
00090	THALKEN TODD				
12/17/2024	INVOICE	12.06.2024	REIMBURSE - MEALS TRAINING IN DES MOINES	99.37	
			Total:	99.37	
			Net of 1 Invoices / 0 Checks	99.37	
10987	THE GOLF SHOP				
12/17/2024	INVOICE	290	MONTHLY TERMINAL USAGE FEE NOVEMBER	312.70	
12/17/2024	INVOICE	2000125	2025 PUNCH CARDS & PASSES	96.36	
			Total:	409.06	
			Net of 2 Invoices / 0 Checks	409.06	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02034	THREE RIVERS LIBRARY SYSTEM				
12/17/2024	INVOICE	647	REGISTRANT - JACKIE ANDERSON	5.00	
12/17/2024	INVOICE	644	REGISTRANT - KELLI KEYES	5.00	
			Total:	10.00	
			Net of 2 Invoices / 0 Checks	10.00	
03128	TIRE OUTLET INC				
12/17/2024	INVOICE	231197	2 - REPAIRS	70.00	
12/17/2024	INVOICE	231253	3 - USED TIRES	480.00	
12/17/2024	INVOICE	231029	TRACTOR TIRE REPAIR	65.00	
12/17/2024	INVOICE	230891	AIR TESTER	25.00	
12/17/2024	INVOICE	230892	2 - AIR CHUCK	50.00	
			Total:	690.00	
			Net of 5 Invoices / 0 Checks	690.00	
02788	TITAN MACHINERY INC-FREMONT				
12/17/2024	INVOICE	PS0551075-1	CAP, TANK HYDRAULIC, FILTER STRAINER	310.46	
12/17/2024	INVOICE	PS0553376-1	CARRIER BEARING	306.20	
12/17/2024	INVOICE	PS0553814-1	BUSH PLATE KIT, BOLT ASSY, PLATE, BCKNG, BR	680.75	
			Total:	1,297.41	
			Net of 3 Invoices / 0 Checks	1,297.41	
10589	TK ELEVATOR CORPORATION				
12/17/2024	INVOICE	1000656220	MAINTENANCE CONTRACT	248.20	
			Total:	248.20	
			Net of 1 Invoices / 0 Checks	248.20	
03283	TRACTOR SUPPLY CREDIT PLAN				
12/17/2024	INVOICE	366593	GARDEN DUMP CART	139.99	
			Total:	139.99	
			Net of 1 Invoices / 0 Checks	139.99	
10412	TRITECH SOFTWARE SYSTEMS				
12/17/2024	INVOICE	425738	PUBLIC ADMINISTRATION PROJECT MANAGEMENT SEI	225.00	
			Total:	225.00	
			Net of 1 Invoices / 0 Checks	225.00	
00550	TRUCK CENTER COMPANIES				
12/17/2024	INVOICE	XA111046935:01	HUB CAP	23.00	
12/17/2024	INVOICE	XA111046936:01	QRT HUB OIL	17.58	
12/17/2024	INVOICE	XA111046853:01	FILTER	92.87	
12/17/2024	INVOICE	XA111046991:01	RANGE MASTER VALVE ASSY	63.17	
			Total:	196.62	
			Net of 4 Invoices / 0 Checks	196.62	
00357	TURFWERKS				
12/17/2024	INVOICE	MI13070	BELT, TAPE, BEARINGS	2,046.77	
			Total:	2,046.77	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	2,046.77	
01413 12/17/2024	TWIN RIVERS VETERINARY CLINIC INVOICE	192880	VETERINARY CARE	337.00	
			Total:	337.00	
			Net of 1 Invoices / 0 Checks	337.00	
10298 12/17/2024	TY'S OUTDOOR POWER & SERVICE INVOICE	319747	MS720 MOWER SD	5,765.00	
			Total:	5,765.00	
			Net of 1 Invoices / 0 Checks	5,765.00	
03294 12/17/2024	USA BLUE BOOK INVOICE	INV00558321	HYDRANT BUDDY CORDLESS HYDRANT & GATE VALVE	5,994.74	
			Total:	5,994.74	
			Net of 1 Invoices / 0 Checks	5,994.74	
10948 12/17/2024	VAN DYKE CARROLL INVOICE	12.01.2024	OPEN/CLOSE CEMETERY GATES	175.00	
			Total:	175.00	
			Net of 1 Invoices / 0 Checks	175.00	
02560 12/17/2024	VASICKEK TARA L INVOICE	12.10.2024	MILEAGE - POLICE RETIREMENT NEGOTIATION LIN	73.70	
			Total:	73.70	
			Net of 1 Invoices / 0 Checks	73.70	
10961 12/17/2024	VERIZON INVOICE	334000060634	GPS UNITS	61.83	
			Total:	61.83	
			Net of 1 Invoices / 0 Checks	61.83	
01181 12/17/2024	VERIZON WIRELESS INVOICE	9979722026	CELL PHONE OCT 27 - NOV 26	774.39	
12/17/2024	INVOICE	9979772723	CELL PHONE OCT 27 - NOV 26	80.02	
12/17/2024	INVOICE	6100413931	CELL PHONE NOV 06 - DEC 05	880.22	
12/17/2024	INVOICE	9979772721	CELL PHONE OCT 27 - NOV 26	1,919.35	
			Total:	3,653.98	
			Net of 4 Invoices / 0 Checks	3,653.98	
03154 12/17/2024	WASTE CONNECTIONS OF NEBRASKA INVOICE	7130760T054	GARBAGE SERVICE	635.54	
			Total:	635.54	
			Net of 1 Invoices / 0 Checks	635.54	
02659 12/17/2024	WATTS ELECTRIC COMPANY INVOICE	0012040	REPAIR STREET LIGHTING CIRCUIT	2,476.98	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	2,476.98	
			Net of 1 Invoices / 0 Checks	2,476.98	
02708 12/17/2024	WELLNESS PARTNERS LLC INVOICE	5479	MONTHLY NEWSLETTER	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
01444 12/17/2024	ZEGERS AUTOMOTIVE INVOICE	53607	REMOVE & REPLACE SPARK PLUGS VIN #1375	829.98	
			Total:	829.98	
			Net of 1 Invoices / 0 Checks	829.98	
			invoices and 0 checks for 148 vendors:	1,380,684.61	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
107854	DUNBAR DOUGLAS	12/01/2024	12/17/2024	7,234.86	7,234.86	Open	N
107944	SAPP BROS COLUMBUS INC	11/15/2024	12/17/2024	5,196.00	5,196.00	Open	N
107950	SAPP BROS COLUMBUS INC	11/26/2024	12/17/2024	8,439.50	8,439.50	Open	N
107982	PETE LIEN & SONS INC.	12/02/2024	12/17/2024	6,746.78	6,746.78	Open	N
107995	CASEY'S MAIL SERVICE LLC	12/04/2024	12/17/2024	5,075.41	5,075.41	Open	N
108022	MECHANICAL SALES INC	12/05/2024	12/17/2024	7,147.90	7,147.90	Open	N
108024	PROVANTAGE ACCOUNTING	12/05/2024	12/17/2024	5,421.00	5,421.00	Open	N
108108	DANIELS PRODUCE LLC	11/30/2024	12/17/2024	6,469.60	6,469.60	Open	N
108115	USA BLUE BOOK	12/04/2024	12/17/2024	5,994.74	5,994.74	Open	N
108138	AQUA-PURE INC	12/06/2024	12/17/2024	6,641.39	6,641.39	Open	N
108325	LOUP POWER DISTRICT	12/03/2024	12/17/2024	8,938.74	8,938.74	Open	N
108463	TY'S OUTDOOR POWER & SERVICE	12/06/2024	12/17/2024	5,765.00	5,765.00	Open	N
108467	TERRACAST PRODUCTS LLC	12/06/2024	12/17/2024	7,832.75	7,832.75	Open	N
108473	SIPPLE, HANSEN, EMERSON,	12/06/2024	12/17/2024	6,708.10	6,708.10	Open	N
108492	QUICK MED CLAIMS	12/10/2024	12/17/2024	5,387.20	5,387.20	Open	N
108514	CNC REPAIR LLC	11/01/2024	12/17/2024	7,623.39	7,623.39	Open	N

# of Invoices:	16	# Due:	16	Totals:	106,622.36	106,622.36
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 106,622.36 106,622.36

--- TOTALS BY FUND ---

100 - GENERAL FUND	48,552.71	48,552.71
200 - STREETS/ENGINEERING	14,204.50	14,204.50
206 - DOWNTOWN BID	7,832.75	7,832.75
500 - UTILITY SERVICE	9,238.73	9,238.73
520 - WATER	15,128.07	15,128.07
570 - SOLID WASTE DIVISION	11,665.60	11,665.60

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	9,322.62	9,322.62
110 - POLICE	7,805.39	7,805.39
121 - RESCUE	5,387.20	5,387.20
130 - LIBRARY	8,938.74	8,938.74
150 - PARKS	1,358.00	1,358.00
152 - AQUATIC CENTER POOL	8,505.90	8,505.90
155 - VAN BERG GOLF COURSE	2,387.56	2,387.56
156 - QUAIL RUN GOLF COURSE	4,847.30	4,847.30
200 - STREETS	14,204.50	14,204.50
206 - DOWNTOWN BID	7,832.75	7,832.75
500 - WASTEWATER COLLECTION	2,491.95	2,491.95
501 - WASTEWATER TREATMENT FAC	6,746.78	6,746.78
520 - WATER	15,128.07	15,128.07
570 - TRANSFER STATION	11,665.60	11,665.60

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52700	TRAINING AND TUITION	PROFESSIONAL SURVEYORS ASSOCIATION	PSAN 2025 WINTER CONFERENCE-BRIAN BENCE	37.50	
100-100-53200	PROFESSIONAL SERVICES	AMERICAN LEGAL PUBLISHING	2024 S-2 SUPPLEMENT PAGES, DRAFT RE-EDIT	4,644.28	
100-100-53200	PROFESSIONAL SERVICES	BAIRD HOLM LLP	TAX INCREMENT FINANCE	157.50	
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON, & ASSOCIATES	LEGAL SERVICES	6,708.10	
100-100-53200-CREAT	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OMAHA	GOOGLE WORKSPACE BUSINES STARTER	6.00	
100-100-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - ETHERNET CABLE	106.82	
100-100-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	10 - HP MONITORS	2,903.00	
100-100-53400	COMPUTER SUPPORT/MAINT	SIRIUS COMPUTER SOLUTIONS	SENTINEL LABS SINGULARITY XDR PLATFORM	10,866.30	
100-100-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CENTER	CONTRACTOR BAGS, FURNITURE POLISH	26.98	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	65.15	
100-100-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	85.00	
100-100-54380	MAINTENANCE AGREEMENTS	MIDWEST ALARM SERVICES	ANNUAL FIRE ALARM INSPECTION	462.00	
100-100-55200	INSURANCE	JONES GROUP	PUBLIC OFFICIALS BOND - CITY ADMINISTRATION	250.00	
100-100-55500	PUBLICATIONS AND NOTICES	LINCOLN JOURNAL STAR	MINUTES, HEARINGS, LIQUOR LICENSE	431.25	
100-100-55600	ELECTION EXPENSE	PLATE COUNTY ELECTION	NOVEMBER 5TH, 2024 GENERAL ELECTION	2,400.37	
100-100-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	COLUMBUS PUBLIC LIBRARY - TEST CREDIT CARD	1.25	
100-100-55920	MISC FEES	PLATE COUNTY REGISTER OF DEEDS	RESOLUTION R24-126, ISLAND SUPPLY COMPANY	50.00	
100-100-56010	SUPPLIES	EGAN SUPPLY CO	NITRILE GLOVES	5.44	
100-100-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	HOBBY LOBBY	27.77	
100-100-56010	SUPPLIES	MENARDS	MOP REFILL, CLEANER, LYSOL, NITRILE GLOVES	49.06	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	MONTHLY DESK PAD, ERASABLE CALENDAR	38.50	
100-100-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - 2 HEPA PURIFIER	298.73	
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	91.52	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT FINANCE USA, INC.	POSTAGE	1,000.00	
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,568.86	
100-100-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	146.93	
100-100-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	319.54	
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATIONS	PHONE/INTERNET CHARGES 12/16-01/15	162.60	
100-100-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	418.31	
100-100-56250	REFUSE	PAPER TIGER SHREDDING	64 GALLON CONTAINER	35.00	
100-100-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	136.12	
100-100-56410	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	BHM WORLD HERALD NEWSPAPER SUBSCRIPTION	59.98	
100-100-56410	BOOKS AND PUBLICATIONS	WELLNESS PARTNERS LLC	MONTHLY NEWSLETTER	10.00	
100-100-56620	EMERGENCY MANAGEMENT	BLACK HILLS ENERGY	NATURAL GAS	95.51	
100-100-56620	EMERGENCY MANAGEMENT	HEARTLAND NATURAL GAS LLC	NATURAL GAS	102.42	
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	ELECTRICITY	381.64	
100-100-57200-24041	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION & DEVELOPMENT	VITALITY VILLAGE SUBDIVISION & COMM BUILDING	12,322.00	
Total For Dept 100 GENERAL ADMINISTRATION				47,471.43	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-54310	BUILDING & GROUNDS MAINT	OLSON'S PEST TECHNICIANS	PEST CONTROL	55.00	
100-102-54330	VEHICLE MAINTENANCE	ZEGERS AUTOMOTIVE	REMOVE & REPLACE SPARK PLUGS VIN #1375	829.98	
100-102-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	78.57	
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	60.00	
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	113.17	
100-102-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	97.25	
100-102-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	19.00	
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATIONS	PHONE/INTERNET CHARGES 12/16-01/15	35.04	
100-102-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	42.94	
Total For Dept 102 COLUMBUS AREA TRANSIT				1,330.95	
Dept 103 COLUMBUS SENIOR CENTER					
100-103-54510-III-B	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE CENTER	MONTHLY LEASE PAYMENT	7,547.11	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 12/17/2024 - 12/17/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 103 COLUMBUS SENIOR CENTER					
100-103-54510-III-C	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE	(MONTHLY LEASE PAYMENT	3,390.73	
100-103-55900-III-E	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	EL MATADOR - SALSA, ROSATA, CHIPS-CAREG	67.06	
100-103-55900-III-E	MISCELLANEOUS	HY-VEE INC	CAREGIVER APPRECIATION	160.94	
100-103-55900-III-E	MISCELLANEOUS	LASKA PATTY	REIMBURSE - CAREGIVER APPRECIATION PRIZ	139.08	
100-103-56010-III-B	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	32.75	
100-103-56010-III-B	SUPPLIES	SYSCO LINCOLN	GROCERIES, LINERS, COFFEE	37.43	
100-103-56010-III-C	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	32.75	
100-103-56010-III-C	SUPPLIES	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	51.29	
100-103-56010-III-C	SUPPLIES	SYSCO LINCOLN	GROCERIES, LINERS, COFFEE	228.31	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	57.19	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	SYSCO LINCOLN	GROCERIES, NAPKINS, DETERGENT	244.53	
100-103-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	30.38	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES	210.21	
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	STUFFING MIX	9,432.36	
100-103-56400-III-B	PROGRAMS	SUPER SAVER	DONUTS FOR PAJAMA DAY	23.76	
100-103-56400-III-B	PROGRAMS	SYSCO LINCOLN	GROCERIES, LINERS, COFFEE	150.59	
Total For Dept 103 COLUMBUS SENIOR CENTER				21,836.47	
Dept 104 CITY ADMINISTRATOR					
100-104-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	CORNHUSKER SQUARE LINCOLN NE - PARKING	3.00	
100-104-52700	TRAINING AND TUITION	VASICEK TARA L	MILEAGE - POLICE RETIREMENT NEGOTIATION	73.70	
Total For Dept 104 CITY ADMINISTRATOR				76.70	
Dept 105 FINANCE					
100-105-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	BLUE BEAM SUBSCRIPTION	260.00	
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	39.70	
100-105-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	42.94	
Total For Dept 105 FINANCE				342.64	
Dept 106 CITY CLERK					
100-106-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	UNO - 2025 NE MUNICIPAL CLERK INSTITUTE	443.00	
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	45.17	
Total For Dept 106 CITY CLERK				488.17	
Dept 107 MAYOR/COUNCIL					
100-107-55800	TRAVEL	BULKLEY JIM	LARM BOARD MEETING - MILEAGE & PARKING	99.48	
Total For Dept 107 MAYOR/COUNCIL				99.48	
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	108.18	
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	14.79	
Total For Dept 108 HUMAN RESOURCES				122.97	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	CASEY'S GENERAL STORE - GAS	2,945.14	
100-110-52700	TRAINING AND TUITION	PETTY CASH	PETTY CASH	49.05	
100-110-52700	TRAINING AND TUITION	THALKEN TODD	REIMBURSE - MEALS TRAINING IN DES MOINE	99.37	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	PRE-EMPLOYMENT	770.00	
100-110-52810	UNIFORMS-QUARTERMASTER	911 CUSTOM LLC	SA VERTEX 7 CONCEALABLE CARRIER - MCCLC	158.00	
100-110-52810	UNIFORMS-QUARTERMASTER	FIRST NATIONAL BANK OMAHA	SAFARILAND - G19 MOS HOLSTER - VENZOR C	1,864.94	
100-110-52810	UNIFORMS-QUARTERMASTER	GALLS LLC	PROTAC BATTERY - ALDRICH QM	125.94	
100-110-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	113.99	
100-110-53200	PROFESSIONAL SERVICES	PLATTE COUNTY	COUNTY ATTORNEY SERVICES	4,062.00	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 12/17/2024 - 12/17/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-53200	PROFESSIONAL SERVICES	SEALOCK GREG	PRE-EMPLOYMENT POLYGRAPH EXAMINATION	300.00	
100-110-53200	PROFESSIONAL SERVICES	TWIN RIVERS VETERINARY CL	VETERINARY CARE	337.00	
100-110-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - EXTERNAL DRIVE FFOR PC WINDOWS	51.98	
100-110-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	10 - HP MONITORS	2,452.00	
100-110-54310	BUILDING MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - RUG TAPE	8.97	
100-110-54310	BUILDING MAINTENANCE	NOSWETT FENCING INC	REPAIR GATE	195.00	
100-110-54330	VEHICLE MAINTENANCE	ACE HARDWARE & GARDEN CNT	FORD KEY	4.99	
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	LOF - VIN #6325	12,180.02	
100-110-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	MINI BULB	17.75	
100-110-54330	VEHICLE MAINTENANCE	PETTY CASH	PETTY CASH	5.34	
100-110-54330	VEHICLE MAINTENANCE	SCHIEFFER SIGNS INC	REMOVE LETTERING FROM #177,178 & 194	385.00	
100-110-54380	MAINTENANCE AGREEMENTS	OLSON'S PEST TECHNICIANS	PEST CONTROL	90.00	
100-110-54380	MAINTENANCE AGREEMENTS	TK ELEVATOR CORPORATION	MAINTENANCE CONTRACT	248.20	
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	TOWING	1,050.00	
100-110-54530	VEHICLE TOWING	MIKE'S TOWING	TOWING	900.00	
100-110-56010	SUPPLIES	DETECTACHEM INC	MOBILE DETECH POUCHES	679.57	
100-110-56010	SUPPLIES	PETTY CASH	PETTY CASH	8.71	
100-110-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	235.50	
100-110-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - INTEROFFICE ENVELOPES, SILICON	313.51	
100-110-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICE	2,485.00	
100-110-56040	POSTAGE AND FREIGHT	PETTY CASH	PETTY CASH	18.85	
100-110-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	8,813.70	
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	185.50	
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	236.04	
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,231.73	
100-110-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	153.98	
100-110-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	263.87	
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	387.14	
100-110-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE NOV 06 - DEC 05	966.10	
100-110-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	44.00	
100-110-56281	PROJECT LIFESAVER	FIRST NATIONAL BANK OMAHA	AMAZON - INTEROFFICE ENVELOPES, SILICON	23.97	
100-110-56650	MEMBERSHIP DUES	CBS - REPORTING SERVICES	ANNUAL MEMBERSHIP	60.00	
Total For Dept 110 POLICE				47,521.85	
Dept 120 FIRE					
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	PRE-EMPLOYMENT	837.00	
100-120-52800	UNIFORMS	GALLS LLC	A SHIFT REPLACEMENTS	1,436.81	
100-120-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	MICE BAIT, GREAT STUFF, MOUSE TRAP	18.06	
100-120-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	SALT SOLAR DELIVERED 40#	26.00	
100-120-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	101.35	
100-120-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	67.38	
100-120-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	REPAIR SNOW BLOWER	203.67	
100-120-54330	VEHICLE MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - WINDSHIELD TRIM MOLDING	23.79	
100-120-56030	CLEANING SUPPLIES/SERVICE	HD SUPPLY	ACTION PACS, CENTER PULL TOWELS, FLOOR	47.42	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MOPS, MATS	97.89	
100-120-56190	PERSONAL PROTECTIVE SUPP	DINGES FIRE COMPANY	FIRE GLOVES	945.92	
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	405.96	
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	878.33	
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,636.13	
100-120-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	420.90	
100-120-56240	TELEPHONE	ALLO COMMUNICATONS	TELEPHONE - SOUTH FIRE STATION 11/24 -	15.53	
100-120-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	50.59	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 120 FIRE					
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	49.83	
100-120-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	387.19	
100-120-57510-25001	CAPITAL-EQUIPMENT	MOTOROLA SOLUTIONS INC.	4 - VRX1000 700/800MHZ	33,934.24	
100-120-57510-25002	CAPITAL-EQUIPMENT	MOTOROLA SOLUTIONS INC.	45 - APX 8000 ALL BAND PORTABLE	410,545.40	
Total For Dept 120 FIRE				452,129.39	
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NORTHEAST COMMUNITY COLLEGE - BRODERICK	858.00	
100-121-52800	UNIFORMS	GALLS LLC	A SHIFT REPLACEMENTS	1,436.83	
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR	678.00	
100-121-53200	PROFESSIONAL SERVICES	QUICK MED CLAIMS	CLAIMS	5,387.20	
100-121-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	MICE BAIT, GREAT STUFF, MOUSE TRAP	18.07	
100-121-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	SALT SOLAR DELIVERED 40#	26.00	
100-121-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	101.35	
100-121-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	67.38	
100-121-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	REPAIR SNOW BLOWER	203.67	
100-121-54330	VEHICLE MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - WINDSHIELD TRIM MOLDING	23.80	
100-121-55930	REFUNDS	COLUMBUS CREDIT SERVICES	NOVEMBER COLLECTIONS	329.34	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	I-GEL O2, NOTEBOOK, GLOVES, PULSE OXIME	1,204.65	
100-121-56010	SUPPLIES	MEDLINE INDUSTRIES INC	IV START KIT	84.63	
100-121-56030	CLEANING SUPPLIES/SERVICE	HD SUPPLY	ACTION PACS, CENTER PULL TOWELS, FLOOR	47.42	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MOPS, MATS	97.89	
100-121-56030	CLEANING SUPPLIES/SERVICE	STERICYCLE INC	STERI-SAFE BUDGET SUBSCRIPTION	760.57	
100-121-56190	PERSONAL PROTECTIVE SUPP	BOUND TREE MEDICAL LLC	I-GEL O2, NOTEBOOK, GLOVES, PULSE OXIME	995.50	
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	405.97	
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	878.33	
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,636.12	
100-121-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	420.89	
100-121-56240	TELEPHONE	ALLO COMMUNICATONS	TELEPHONE - SOUTH FIRE STATION 11/24 -	15.53	
100-121-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	50.59	
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	49.83	
100-121-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	387.20	
Total For Dept 121 RESCUE				16,164.76	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52800	UNIFORMS	GALLS LLC	RESERVE UNIFORMS - CARGO PANTS	530.27	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				530.27	
Dept 130 LIBRARY					
100-130-52700	TRAINING AND TUITION	COLUMBUS AREA CHAMBER OF	LEADERSHIP 2.0 TUITION - JACKIE ANDERS	500.00	
100-130-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	AMERICAN LIBRARY ASSOC MEMBERSHIP DUES	397.00	
100-130-52700	TRAINING AND TUITION	THREE RIVERS LIBRARY SYST	REGISTRANT - JACKIE ANDERSON	10.00	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	38.00	
100-130-53400-PATRN	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	ADOBE CREATIVE CLOUD ALL APS	34.99	
100-130-53400-PCLAB	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - 3 - HP 414X BLACK TONER CARTRI	2,116.67	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - BLACK TONER CARTRIDGE	68.99	
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	CONSTANT CONTACT	28.50	
100-130-55400	ADVERTISING AND PROMOTION	LINCOLN JOURNAL STAR	ADVERTISING	223.64	
100-130-56010-BUILD	SUPPLIES	FIRST NATIONAL BANK OMAHA	HOME DEPOT - MENORAH WITH LED CANDLE	83.11	
100-130-56010-BUILD	SUPPLIES	HOBBY LOBBY	TREE TOPPER, DECOR	93.40	
100-130-56010-MTRLS	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - PACKAGING TAPE	45.25	
100-130-56010-PATRN	SUPPLIES	QUILL CORPORATION	RECEIPT PAPER 12 ROLLS	33.99	
100-130-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - DESK CALANDAR, 3 - STAPLERS	39.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56040-ILILO	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	LIBRARY/MEDIA MAIL	721.12	
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	8,938.74	
100-130-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	146.93	
100-130-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	156.36	
100-130-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	42.94	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	INTERNET 12/01 - 12/31	209.95	
100-130-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	136.13	
100-130-56400-ADULT	PROGRAMS	FIRST NATIONAL BANK OMAHA	THE DOWNTOWN MUG - COFFEE	277.15	
100-130-56400-CHILD	PROGRAMS	FIRST NATIONAL BANK OMAHA	DOWNTOWN MUG - GIFT CARD	10.00	
100-130-56400-YASCH	PROGRAMS	HOBBY LOBBY	CHRISTMAS TOYS & HOBBIES	162.44	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - GAMES OF THRONES COMPLETE SERIES	331.35	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	MATERIALS	54.73	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVD'S	115.44	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - THE KATE IN BETWEEN	746.27	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVD'S	14.99	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	PLAYAWAY PRODUCTS LLC	SING-ALONG BOOKS	113.98	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	GALE	CHILTON LIBRARY & PETERSONS TEST PREP 1	3,195.60	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DIGITAL AUDIOBOOK, BINGEPASS, COMICS, E	584.23	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - STATE OF SORROW	222.56	
Total For Dept 130 LIBRARY				19,893.45	
Dept 140 CEMETERY					
100-140-53520	CONTRACT SERVICES	VAN DYKE CARROLL	OPEN/CLOSE CEMETERY GATES	175.00	
100-140-54310	BUILDING MAINTENANCE	PORT-A-JOHN	RESTROOM RENTAL - QUAIL RUN, VANBURG, C	75.00	
100-140-54320	EQUIPMENT MAINTENANCE	TITAN MACHINERY INC-FREMONT	BUSH PLATE KIT, BOLT ASSY, PLATE, BCKNG	680.75	
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	156.28	
100-140-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	27.44	
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	10.13	
100-140-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	42.94	
Total For Dept 140 CEMETERY				1,167.54	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52700	TRAINING AND TUITION	PROFESSIONAL SURVEYORS ASSOCIATION	PSAN 2025 WINTER CONFERENCE-BRIAN BENCH	25.00	
100-145-53200	PROFESSIONAL SERVICES	NEVCO WIRELESS	REFUND WIRELESS ESCROW BALANCE 1868 E 2	1,404.40	
100-145-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	BLUE BEAM SUBSCRIPTION	780.00	
100-145-55500	PUBLICATIONS AND NOTICES	LINCOLN JOURNAL STAR	MINUTES, HEARINGS, LIQUOR LICENSE	61.57	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	DESK CALENDAR	5.19	
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	35.04	
100-145-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	214.70	
Total For Dept 145 COMMUNITY DEVELOPMENT				2,525.90	
Dept 150 PARKS					
100-150-52700	TRAINING AND TUITION	PROFESSIONAL SURVEYORS ASSOCIATION	PSAN 2025 WINTER CONFERENCE-BRIAN BENCH	25.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	51.27	
100-150-53200	PROFESSIONAL SERVICES	NEBRASKA STATE FIRE MARSHAL	ANNUAL REGISTRATION FEE, PETROLEUM RELIEF	240.00	
100-150-53200	PROFESSIONAL SERVICES	OCCUPATIONAL HEALTH SERVICES	DRUG SCREEN	117.00	
100-150-53200	PROFESSIONAL SERVICES	PETTY CASH	VEHICLE TITLE/REGISTRATION	16.00	
100-150-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CREDIT - NETWORK MANAGEMENT CARD	136.85	
100-150-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	10 - HP MONITORS	1,738.00	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CENTER	RSTP SPRAY GL WHITE	76.89	
100-150-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	EQUIPMENT - POU COOLER	43.00	
100-150-54310	BUILDING MAINTENANCE	MENARDS	KNOCKOUT SEALS, LEVER-NUTS, 100W LED 6E	93.20	
100-150-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CENTER	INNER SIDE PLATE, COLLAR SCREW, POLY FI	70.25	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	MED STRENGTH THREAD LOCKER	68.76	
100-150-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	RJ THOMAS MFG - 5 CHARCOAL GRILLS	1,602.87	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	OIL FILTER, PM OW20 SYN	58.15	
100-150-54490	IRRIGATION MAINTENANCE	MUELLER SPRINKLERS	CONNECT NORTH, EAST & SOUTH WIRE, ADD 3	2,425.00	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	FIRST NATIONAL BANK OMAHA	BEACON ATHLETICS - STREAMLINER, PLUG BU	2,043.20	
100-150-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	META - HOLIDAY PARADE	100.43	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	EMERY CLOTH	122.93	
100-150-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	2- 2.5G DEF, NITRILE GLOVES	54.67	
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	101.58	
100-150-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	72.68	
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,197.68	
100-150-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	3,075.48	
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	39.70	
100-150-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	42.94	
100-150-57200-24030	CAPITAL-LAND & BUILDINGS	BIERMAN CONTRACTING INC.	CENTENNIAL PARK RR & CONCESSION	132,516.00	
100-150-57300-23012	CAPITAL-NEW CONSTRUCTION	BVH ARCHITECTURE	MEMORIAL STADIUM RENOVATION	21,248.87	
Total For Dept 150 PARKS				170,378.40	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	80.38	
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,404.22	
100-151-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	476.64	
100-151-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	97.51	
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	38.89	
100-151-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOVEMBER 2024 POOLS	27.09	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				2,124.73	
Dept 152 AQUATIC CENTER POOL					
100-152-53200	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OMAHA	STARFISH SWIMMING - BASIC	69.00	
100-152-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	63.00	
100-152-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	10 - HP MONITORS	1,738.00	
100-152-54310	BUILDING MAINTENANCE	SHERWIN-WILLIAMS CO	PAINT	78.97	
100-152-54320	EQUIPMENT MAINTENANCE	MECHANICAL SALES INC	REPLACE VFD ON DECTRON UNIT	7,147.90	
100-152-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS	43.99	
100-152-56030	CLEANING SUPPLIES/SERVICE	SHEVLIN SUPPLY	MANUAL SOAP DISPENSER	42.00	
100-152-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	689.65	
100-152-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,587.20	
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	3,429.40	
100-152-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	262.13	
100-152-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	101.18	
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	35.04	
100-152-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOVEMBER 2024 POOLS	196.31	
Total For Dept 152 AQUATIC CENTER POOL				15,483.77	
Dept 155 VAN BERG GOLF COURSE					
100-155-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - NYLON LABELS	37.40	
100-155-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	2,387.56	
100-155-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	15.19	
100-155-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	ROLLER, PAINT TRAY, LED 100W, TAPE, BRU	294.99	
100-155-54320	EQUIPMENT MAINTENANCE	MENARDS	2X12-20', CARR BOLTS, FLAT WASHER, HEX	106.17	
100-155-54520	EQUIPMENT RENTAL/PURCHASE	PORT-A-JOHSN	RESTROOM RENTAL - QUAIL RUN, VANBURG, C	300.00	
100-155-56010	SUPPLIES	MENARDS	ANTIFREEZE, PLASTIC BONDER	23.95	
100-155-56110	PRO-SHOP SUPPLIES	IMAGE TECH & PRINTING	ENVELOPE - GREEN FES	378.35	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 155 VAN BERG GOLF COURSE					
100-155-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	136.68	
100-155-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	657.97	
100-155-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	40.64	
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	19.45	
100-155-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	85.88	
100-155-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOVEMBER 2024 GOLF	8.28	
Total For Dept 155 VAN BERG GOLF COURSE				4,492.51	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-53400	COMPUTER SUPPORT/MAINT	CLUB PROPHET SYSTEMS	MONTHLY TEE SHEET	500.00	
100-156-53400	COMPUTER SUPPORT/MAINT	GOLFNOW	WEBSITE/EMAIL HOSTING	191.22	
100-156-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	252.81	
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	4,847.30	
100-156-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	244.06	
100-156-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	DOOR KNOB	32.99	
100-156-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	75.00	
100-156-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	OIL FILTERS	273.32	
100-156-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	BLACK PIPE NIPPLE, HEX BUSHING, 90 ST E	595.59	
100-156-54320	EQUIPMENT MAINTENANCE	MENARDS	FOAM SEAL	8.96	
100-156-54320	EQUIPMENT MAINTENANCE	TURFWERKS	BELT, TAPE, BEARINGS	2,046.77	
100-156-54490	IRRIGATION MAINTENANCE	MIDWEST TURF & IRRIGATION	HOSE ADAPTERS, O-RING	612.57	
100-156-54520	EQUIPMENT RENTAL/PURCHASE	PORT-A-JOHN	RESTROOM RENTAL - QUAIL RUN, VANBURG, C	75.00	
100-156-55920	MISC FEES	THE GOLF SHOP	MONTHLY TERMINAL USAGE FEE NOVEMBER	312.70	
100-156-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	MULTI FOLD TOWELS	39.95	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	53.22	
100-156-56010	SUPPLIES	MENARDS	TC PACS, CUTTER, PAINT MARKER, TOOLBOX,	322.35	
100-156-56010	SUPPLIES	PREFERRED PIPELINE LLC	SAND	1,278.60	
100-156-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	1,109.60	
100-156-56110	PRO-SHOP SUPPLIES	THE GOLF SHOP	2025 PUNCH CARDS & PASSES	96.36	
100-156-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	81.30	
100-156-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	272.08	
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,222.57	
100-156-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	184.24	
100-156-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	101.18	
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	38.89	
100-156-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	18.58	
100-156-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOVEMBER 2024 GOLF	308.89	
Total For Dept 156 QUAIL RUN GOLF COURSE				16,196.10	
Total For Fund 100 GENERAL FUND				820,377.48	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	PROFESSIONAL SURVEYORS ASS	PSAN 2025 WINTER CONFERENCE-BRIAN BENCH	62.50	
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	GROSZ LOGAN	CDL	31.00	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	SHOP TOWELS ORANGE	513.73	
200-200-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	BLUE BEAM SUBSCRIPTION	520.00	
200-200-54310	BUILDING MAINTENANCE	NEBRASKA STATE FIRE MARSH	ANNUAL REGISTRATION FEE, PETROLEUM REL	360.00	
200-200-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
200-200-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	TRACTOR TIRE REPAIR	65.00	
200-200-55210	CLAIMS AND SETTLEMENTS	WATTS ELECTRIC COMPANY	REPAIR STREET LIGHTING CIRCUIT	2,476.98	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	OIL PNEUMATIC TOOL, NIPPLE BLACK, LAUNI	31.16	
200-200-56010	SUPPLIES	ADVANCE AUTO PARTS	MICROFIBER TOWEL	43.46	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	1000 BULBS.COM - C7 PURE WHITE FACETED	91.54	
200-200-56010	SUPPLIES	GEHRING CONSTRUCTION &	CRUSHED CONCRETE	1,514.10	
200-200-56010	SUPPLIES	MENARDS	WINDOW & DOOR FOAM	40.77	
200-200-56010	SUPPLIES	MIDWEST COATINGS COMPANY	COLD MIX ASPHALT	2,500.20	
200-200-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	TIRE PATCH	51.00	
200-200-56010	SUPPLIES	SAPP BROS COLUMBUS INC	DEF HAND PUMP	145.00	
200-200-56010	SUPPLIES	T-BONE PD LLC	PROPANE	136.36	
200-200-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	DRAWER TRAY	12.99	
200-200-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	8,439.50	
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	242.04	
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	509.54	
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DISTRICT	ELECTRICITY	183.95	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	31,434.43	
200-200-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	141.14	
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATIONS	PHONE/INTERNET CHARGES 12/16-01/15	58.33	
200-200-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	138.84	
200-200-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	52.53	
200-200-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA APWA	- MEMBERSHIP DUES - 12/1/24 - 11/30/24	331.33	
200-200-57510-25018	CAPITAL-EQUIPMENT	TY'S OUTDOOR POWER & SERVICES	720 MOWER SD	5,765.00	
Total For Dept 200 STREETS				55,912.42	
Dept 202 MECHANICS SHOP					
200-202-53400	COMPUTER SUPPORT/MAINT	MITCHELL1	SHOPKEY TECH SERIES PLUS	4,488.00	
200-202-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	GEN PURPOSE HAND PAD	25.80	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	6G-8FJX GATES	264.69	
200-202-56130	SUPPLIES FOR RESALE	AKRS EQUIPMENT	BULK HYGARD	1,574.10	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	AIR FILTER	2,838.60	
200-202-56130	SUPPLIES FOR RESALE	BGNE INC	ENGINE RESTORATION, DIESEL OIL CONDITIO	579.30	
200-202-56130	SUPPLIES FOR RESALE	CORNHUSKER INT'L TRUCKS, INC	VALVE ASSY	993.73	
200-202-56130	SUPPLIES FOR RESALE	FULL THROTTLE TRUCK & EQUIPMENT	AIR RESERVOIR	143.42	
200-202-56130	SUPPLIES FOR RESALE	MOTION INDUSTRIES INC	HI-VOLUME ROLLER CHAIN	217.11	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	HSS16Z	280.31	
200-202-56130	SUPPLIES FOR RESALE	TITAN MACHINERY INC-FREMONT	CARRIER BEARING	306.20	
200-202-56130	SUPPLIES FOR RESALE	TRUCK CENTER COMPANIES	FILTER	156.04	
Total For Dept 202 MECHANICS SHOP				11,867.30	
Total For Fund 200 STREETS/ENGINEERING				67,779.72	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-54440	RUNWAY MAINTENANCE	ELECTRICAL ENGINEERING & CONSTRUCTION	GEL 87212, GEL 42729	98.99	
205-205-56010	SUPPLIES	MENARDS	LEATHER GLOVES, 6V BATTERY, EXIT & EMEF	65.97	
205-205-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	DEC CLEANING SERVICE	250.00	
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	976.14	
205-205-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	48.56	
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATIONS	PHONE/INTERNET CHARGES 12/16-01/15	20.25	
205-205-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	85.88	
205-205-56260	UTILITIES - FSS BUILDING	CITY OF COLUMBUS	WATER & SEWER	56.28	
205-205-56260	UTILITIES - FSS BUILDING	LOUP POWER DISTRICT	ELECTRICITY	609.69	
205-205-56260	UTILITIES - FSS BUILDING	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	44.00	
Total For Dept 205 AIRPORT				2,255.76	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 205 AIRPORT					
Total For Fund 205 AIRPORT				2,255.76	
Fund 206 DOWNTOWN BID					
Dept 206 DOWNTOWN BID					
206-206-53200	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OMAHA	GOOGLE WORKSPACE BUSINES STARTER	6.00	
206-206-53200	PROFESSIONAL SERVICES	LINCOLN JOURNAL STAR	MINUTES, HEARINGS, LIQUOR LICENSE	28.20	
206-206-56010	SUPPLIES	TERRACAST PRODUCTS LLC	15 - DOWNTOWN PLANTERS	7,832.75	
Total For Dept 206 DOWNTOWN BID				7,866.95	
Total For Fund 206 DOWNTOWN BID				7,866.95	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NEBRASKA NOTARY ASSOCIATION - JADE HIGG	107.00	
220-220-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR - JCC	616.00	
220-220-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	95.48	
220-220-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	COLUMBUS CAR WASH	24.00	
220-220-56010	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	32.00	
220-220-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - LED STRIP LIGHTS	292.16	
220-220-56010	SUPPLIES	MENARDS	AIRFILTER, DAWN, BACTERIA TREATMENT	129.49	
220-220-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	DEC CLEANING SERVICE	250.00	
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	609.69	
220-220-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	56.28	
220-220-56240	TELEPHONE	FRONTIER	E911 PHONE CHARGES 11/30/24 TO 12/29/24	453.95	
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	87.28	
220-220-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	122.96	
220-220-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	44.00	
Total For Dept 220 E911				2,920.29	
Total For Fund 220 COMMUNICATIONS - E911				2,920.29	
Fund 240 HOUSING REHAB & LOANS					
Dept 243 CDBG REVOLVING REHAB LOAN					
240-243-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	23-DTR-003	4,095.00	
Total For Dept 243 CDBG REVOLVING REHAB LOAN				4,095.00	
Total For Fund 240 HOUSING REHAB & LOANS				4,095.00	
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	PROFESSIONAL SURVEYORS ASS	PSAN 2025 WINTER CONFERENCE-BRIAN BENCH	37.50	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	279.04	
500-500-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	BLUE BEAM SUBSCRIPTION	520.00	
500-500-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
500-500-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	STIHL CHAIN, BAR 18" WOODBOSS	44.99	
500-500-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	DELVAC 1300SUP 15W40, F/W SEPARATOR FII	61.09	
500-500-54320	EQUIPMENT MAINTENANCE	INTERSTATE POWER SYSTEMS I	TURBINE SPEED SENSOR VIN #5238	1,388.95	
500-500-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	BULKHEAD DATA CABLE ASSY	467.97	
500-500-54320	EQUIPMENT MAINTENANCE	MENARDS	HT/CL THERMOSTAT	21.98	
500-500-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	14OZ BRAKE CLEAN, WIPER FLUID, 200 SHEE	43.92	
500-500-54320	EQUIPMENT MAINTENANCE	TITAN MACHINERY INC-FREMON	CAP, TANK HYDRAULIC, FILTER STRAINER	155.23	
500-500-54390	SYSTEM MAINTENANCE	KOCH EXCAVATING CO INC	TOP DIRT	171.29	
500-500-54390	SYSTEM MAINTENANCE	MUNICIPAL PIPE TOOL CO LLC	CIRCULAR ROOT SAW BLADES	2,409.58	
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	144.85	
500-500-54390	SYSTEM MAINTENANCE	TRITECH SOFTWARE SYSTEMS	PUBLIC ADMINISTRATION PROJECT MANAGEMEN	112.50	

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Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	2,491.95	
500-500-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DISTRICT	ELECTRICITY	281.14	
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,649.30	
500-500-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	23.52	
500-500-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	65.00	
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATIONS	PHONE/INTERNET CHARGES 12/16-01/15	79.80	
500-500-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	171.61	
500-500-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	22.00	
500-500-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA APWA	- MEMBERSHIP DUES - 12/1/24 - 11/30/24	331.33	
500-500-56690	SALES TAX REMITTANCE	STATE OF NEBRASKA DEPT OF REVENUE	SALES TAX - NOVEMBER 2024 UTILITY	44,068.54	
Total For Dept 500 WASTEWATER COLLECTION				56,063.08	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	PIZZA RANCH	55.11	
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	191.90	
500-501-54310	BUILDING MAINTENANCE	MENARDS	DOOR SWEEPS, US FLAG	238.09	
500-501-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	HP V-BELT	14.55	
500-501-54320	EQUIPMENT MAINTENANCE	MENARDS	1-1/2 BRASS BALL FIP	79.98	
500-501-54320	EQUIPMENT MAINTENANCE	STAN HOUSTON EQUIP CO, INC	14" RING SAW	4,100.00	
500-501-55640	COMPLIANCE TESTING	MIDWEST LABORATORIES INC	WATER TESTING & SUPPLIES	1,781.26	
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CENTER	CONNECTOR WIRE, EXT CORD, ELBOW, CM DRI	54.83	
500-501-56010	SUPPLIES	KELLY SUPPLY COMPANY	PART C COUPLING, STAINLESS STEEL CLAMP	21.06	
500-501-56010	SUPPLIES	MENARDS	4 - 40LB SALT PELLETS	25.88	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, BAR TOWELS, SHOP TOWEL ORANGE	28.50	
500-501-56060	CHEMICALS	MID-AMERICAN RESEARCH	PRESS BELT CLEANER	200.50	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	6,746.78	
500-501-56100	LABORATORY	CULLIGAN OF COLUMBUS	DI REGENERATION, SALT SOLAR DELIVERED	409.77	
500-501-56100	LABORATORY	TRACTOR SUPPLY CREDIT PLAN	GARDEN DUMP CART	139.99	
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	1,625.81	
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	3,654.42	
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	16,220.10	
500-501-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	1,945.06	
500-501-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	108.18	
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATIONS	PHONE/INTERNET CHARGES 12/16-01/15	24.91	
500-501-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	85.88	
500-501-56250	REFUSE	NORTHEAST NEBRASKA SOLID WASTE	LANDFILL CHARGES	136.40	
Total For Dept 501 WASTEWATER TREATMENT FAC				37,888.96	
Total For Fund 500 UTILITY SERVICE				93,952.04	
Fund 520 WATER					
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	PROFESSIONAL SURVEYORS ASSOCIATION	PSAN 2025 WINTER CONFERENCE-BRIAN BENCH	37.50	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	151.16	
520-520-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	BLUE BEAM SUBSCRIPTION	520.00	
520-520-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
520-520-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CENTER	STIHL CHAIN, BAR 18" WOODBOSS	44.99	
520-520-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	DELVAC 1300SUP 15W40, F/W SEPARATOR FII	61.10	
520-520-54320	EQUIPMENT MAINTENANCE	GRAINGER	CNTRFUG PUMP	869.36	
520-520-54320	EQUIPMENT MAINTENANCE	INTERSTATE POWER SYSTEMS	TURBINE SPEED SENSOR VIN #5238	1,388.94	
520-520-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	14OZ BRAKE CLEAN, WIPER FLUID, 200 SHEET	43.91	
520-520-54320	EQUIPMENT MAINTENANCE	TITAN MACHINERY INC-FREMONT	CAP, TANK HYDRAULIC, FILTER STRAINER	155.23	
520-520-54330	VEHICLE MAINTENANCE	PLATTE VALLEY COMMUNICATIONS	MOVE POWER FROM BATTERY TO SWITCHED UNI	47.50	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 520 WATER					
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	SPRAY PAINT, SCREWDRIVER SET, NUTS, BOI	30.77	
520-520-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	27TH AVE & 23RD ST	666.00	
520-520-54390	SYSTEM MAINTENANCE	KOCH EXCAVATING CO INC	TOP DIRT	171.28	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	MACRO 2-BOLT CPLG	1,944.97	
520-520-54390	SYSTEM MAINTENANCE	NORTHERN LAKE SERVICE INC.	UCMR5 TESTING	1,580.00	
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	144.85	
520-520-54390	SYSTEM MAINTENANCE	TRITECH SOFTWARE SYSTEMS	PUBLIC ADMINISTRATION PROJECT MANAGEMEN	112.50	
520-520-54420	WELL MAINTENANCE	SAPP BROS COLUMBUS INC	TURBOFLO	413.00	
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	2,491.94	
520-520-56060	CHEMICALS	AQUA-PURE INC	MONTHLY SERVICE CONTRACT - NORTH & SOU1	6,641.39	
520-520-56130	SUPPLIES FOR RESALE	CORE & MAIN LP	3/4S IPERL, 1 IPERL, 510M S/POINT M2	13,155.44	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	606.88	
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	218.37	
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	13,300.32	
520-520-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	192.36	
520-520-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	65.00	
520-520-56240	TELEPHONE	FRONTIER	NWP 11/30/24 TO 12/29/24	278.27	
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	84.46	
520-520-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	313.21	
520-520-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	22.00	
520-520-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA APWA	- MEMBERSHIP DUES - 12/1/24 - 11/3	331.34	
520-520-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOVEMBER 2024 UTILITY	7,324.49	
520-520-57510-25062	CAPITAL-EQUIPMENT	USA BLUE BOOK	HYDRANT BUDDY CORDLESS HYDRANT & GATE V	5,994.74	
Total For Dept 520 WATER				59,423.27	
Total For Fund 520 WATER				59,423.27	
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-52700	TRAINING AND TUITION	PROFESSIONAL SURVEYORS AS	PSAN 2025 WINTER CONFERENCE-BRIAN BENCK	25.00	
560-560-53400	COMPUTER SUPPORT/MAINT	VERIZON	GPS UNITS	61.83	
560-560-55640	COMPLIANCE TESTING	MIDWEST LABORATORIES INC	CHEMICAL OXYGEN DEMAND ANALYSIS	38.50	
560-560-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	46.15	
560-560-56650	MEMBERSHIP DUES	NE FLOODPLAIN & STORMWATE	INDIVIDUAL MEMBERSHIP - BRIAN BENCK	105.00	
560-560-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - NOVEMBER 2024 UTILITY	2,097.27	
Total For Dept 560 STORMWATER UTILITY				2,373.75	
Total For Fund 560 STORMWATER UTILITY				2,373.75	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52800	UNIFORMS	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	219.57	
570-570-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	55.00	
570-570-54310	BUILDING MAINTENANCE	STANLEY PETROLEUM	TANK MONITOR NOT SHOWING PROPERLY	245.00	
570-570-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	TOW ROPE	239.99	
570-570-54320	EQUIPMENT MAINTENANCE	SAPP BROS COLUMBUS INC	AMERIGUARD HYDRAULIC	623.50	
570-570-54330	VEHICLE MAINTENANCE	SAPP BROS COLUMBUS INC	AMERIGUARD 5TH WHEEL GREASE	118.00	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	2 - REPAIRS	550.00	
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	HUB CAP	40.58	
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	58,237.80	
570-570-54580	COMPOSTING	DANIELS PRODUCE LLC	YARD WASTE REMOVAL 11/1/2024 - 11/30/20	6,469.60	
570-570-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - 3 HP 63XL BLACK INK CARTRIDGE	152.97	
570-570-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	5,196.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-56090	SMALL TOOLS	ACE HARDWARE & GARDEN CNT	MTL CUTTING WHEEL	29.97	
570-570-56090	SMALL TOOLS	ISLAND SUPPLY WELDING CO.	VICTOR STYLE, TIP, PERFORMER EDGE VERSI	426.54	
570-570-56090	SMALL TOOLS	TIRE OUTLET INC	AIR TESTER	75.00	
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	867.82	
570-570-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	279.02	
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	29.57	
570-570-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE OCT 27 - NOV 26	42.94	
Total For Dept 570 TRANSFER STATION				73,898.87	
Total For Fund 570 SOLID WASTE DIVISION				73,898.87	
Fund 999 PAYROLL CLEARING					
Dept 000					
999-000-21510	HEALTH ACCOUNT PAYABLE	AUXIANT	HEALTH FUNDING	238,717.98	
999-000-21530	FLEXIBLE SPEND PAYABLE	AUXIANT	FLEX FUNDING	7,023.50	
Total For Dept 000				245,741.48	
Total For Fund 999 PAYROLL CLEARING				245,741.48	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
EXP CHECK RUN DATES 12/17/2024 - 12/17/2024  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN

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

Fund 100 GENERAL FUND	820,377.48
Fund 200 STREETS/ENGINEE	67,779.72
Fund 205 AIRPORT	2,255.76
Fund 206 DOWNTOWN BID	7,866.95
Fund 220 COMMUNICATIONS	2,920.29
Fund 240 HOUSING REHAB	4,095.00
Fund 500 UTILITY SERVICE	93,952.04
Fund 520 WATER	59,423.27
Fund 560 STORMWATER UTIL	2,373.75
Fund 570 SOLID WASTE DIV	73,898.87
Fund 999 PAYROLL CLEARIN	245,741.48

Total For All Funds:	<u>1,380,684.61</u>
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**5. APPROVAL OF MINUTES - Included in Consent Agenda**

**6. SPECIAL PRESENTATIONS - None**

**7. PUBLIC HEARINGS**

7.A. Public hearing - Redevelopment Plan for Innate Concepts Redevelopment Project.  
(Planning Commission recommends approval.)

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

Notice is hereby given that a public hearing before the mayor and council of the City of Columbus, Nebraska, will be held on Monday, December 16, 2024, at 6 P.M., in the Columbus Community Building, Community Room, 2500 14th St., Columbus, NE 68601, to consider and possibly take action on a redevelopment plan entitled: "Redevelopment Plan for the Innate Concepts Redevelopment Project," for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq., within a portion of a blighted and substandard community redevelopment area of the City, approximately located to the southeast of the intersection of 38th Street and 43rd Avenue, in Columbus, Nebraska. A map of the proposed area to be redeveloped and the cost-benefit analysis for the redevelopment project set forth in the redevelopment plan is available for review at the office of the City Clerk at 2500 14th St., Suite 3, Columbus, NE 68601. At said time and place all interested parties may appear and be heard.

City of Columbus, NE  
Shuraya Choat, City Clerk

Publish: 11:27:24; 12:5:24  
Affidavit of Publication



City Hall  
2500 14<sup>th</sup> St.  
Columbus, NE 68601  
402-562-4232  
columbusne.us

## memorandum

DATE: December 4, 2024  
TO: Tara Vasicek, City Administrator  
FROM: Jean Van Iperen, Planning & Economic Development Coordinator  
RE: Redevelopment Plan for Full Circle Services, Inc. d/b/a/Innate Concepts Redevelopment Project

### RECOMMENDATION:

Approval of the Redevelopment Plan for Full Circle Services, Inc. d/b/a/ Innate Concepts Redevelopment Project

### DISCUSSION:

The redevelopment plan details a proposed redevelopment project located southeast of the intersection of 43rd Avenue and 38th Street. The project will consist of the construction of new construction of a multi-family apartment complex consisting of five - 22 unit apartments (110 doors). It is estimated the apartment complex will consist of 60 one bedroom units and 50 two bedroom units. The residential units in this project will meet the criteria for workforce housing and will qualify for TIF under the Act and the workforce incentive plan adopted by the City. Explanation of the Workforce Housing TIF can be found in Section J on page 8 of the Redevelopment Plan.

In order for the area to be used for the planned purpose, substantial improvements are required including all public infrastructure on streets extension of 43rd Avenue along the western boundary of the property, extension of water and sewer systems to the project site including extension of City water along the entire western boundary, extension of the sanitary sewer from the southernmost access point from 43rd Avenue to the project site, and the collection of storm water on the southern end of the extended 43rd Avenue. All of these improvements are detailed beginning on page 3, Section F of the Plan. These improvements represent a substantial investment in public infrastructure that would otherwise be a significant tax payer and property owner expense. Over \$3,080,275 of public street, water and sewer improvements are required for the project.

The total estimated costs of the Redevelopment Project is \$20,005,275. The full list of estimated TIF eligible expenses is detailed in Exhibit D.

The redeveloper, City and legal counsel have ensured the plan is in conformance with the City's comprehensive plan. An in-depth review is provided in section C page 1-2.

It has been determined the cost-benefit analysis prepared in conjunction with the Plan and attached as Exhibit F sets forth the factors required under section 18-2174 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Plan.

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As the plan states, the impacts and opportunities related to the Redevelopment Project conform to the objectives and guidance stated in the Comprehensive Plan, and outweigh arguments against the project.

ALTERNATIVE: Do not approve

Signature:

By: *Jean Van Iperen*

Approved By: *[Signature]* \_\_\_\_\_

**REDEVELOPMENT PLAN FOR  
THE INNATE CONCEPTS REDEVELOPMENT PROJECT**

**PREPARED NOVEMBER, 2024**

**BY THE COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF COLUMBUS, NEBRASKA**

**A. Introduction**

This Redevelopment Plan for the Innate Concepts Redevelopment Project (this “Redevelopment Plan”) is a guide for redevelopment activities to remove or eliminate blight and substandard conditions within the City of Columbus, Nebraska (“City”). The Mayor and City Council of the City, recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, designated certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act").

Prior to the preparation of this Redevelopment Plan, and in compliance with the Act, the Mayor and City Council designated a portion of the City as a blighted and substandard community redevelopment area; such area being commonly referred to as “Redevelopment Area 12” (referred to herein as the “Redevelopment Area”). This Redevelopment Plan sets forth a redevelopment project proposed by Full Circle Services, Inc., d/b/a Innate Concepts (“Redeveloper”), located within the Redevelopment Area, to optimize the tax increment financing ("TIF") resources available to offset certain costs deemed eligible for reimbursement by TIF under the Act, and to remove existing and avoid future blighted and substandard conditions, all as further described herein. This Redevelopment Plan contemplates the construction of a multi-family housing apartment complex, together with such other public and private improvements associated therewith, within the Redevelopment Area (such improvements are collectively referred to herein as the "Redevelopment Project").

**B. Redevelopment Area; Project Site; Existing Conditions**

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the Redevelopment Area. Exhibit "A-1", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is approximately located to the southeast of the intersection of 43rd Avenue and 38th Street, in the City. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

**C. Conformance with the Comprehensive Plan**

It is essential to the City’s comprehensive plan for development (the “Comprehensive Plan”) that dilapidated, inadequate, or deteriorating portions of the City conform to the current and future needs of the City as it continues to grow and expand. Exhibit "B", attached hereto and incorporated herein, shows a portion of the future use map (showing the Redevelopment Area and surrounding areas) included within the City's Comprehensive Plan. The Project Site is

designated for “General Residential” use under the future use map. General Residential allows for multi-family housing. Accordingly, the anticipated uses associated with the Redevelopment Project conform to the desired use of the Project Site set forth in the Comprehensive Plan’s future use map.

The Comprehensive Plan further states that the City’s “inadequate housing supply remains one of the City’s greatest challenges.” In relation thereto, the Comprehensive Plan sets forth the following objectives:

- Use incentives (including TIF) available to the City to incentivize development and economic growth. Such incentives also help to underwrite and mitigate the risks associated with new development.
- Provide a range of housing options for a diverse and expanding workforce.
- Support initiatives to develop affordable and equitable housing.
- Encourage a variety of housing types and sizes to accommodate the needs of existing and prospective residents. This includes, but is not limited to college students, single professionals, families, empty nesters, seniors, and those of varying economic ability. Ensure there are options for convenient, affordable and dignified places to live which are located in proximity to employment centers.

The Redevelopment Project will assist in carrying out such objectives. Accordingly, the Redevelopment Project is in conformance with and furthers the objectives under the City’s Comprehensive Plan.

#### **D. Redevelopment Project Overview**

Redeveloper proposes the construction of a multi-family apartment complex, consisting of approximately 5 apartment buildings with 22 units in each building (i.e., 110 units total), together with such other public and private improvements incident thereto. An affiliated entity of Redeveloper currently owns the Project Site. No public acquisition of the Project Site is anticipated. Additionally, no families or businesses will be displaced as a result of the Redevelopment Project. Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for the Redevelopment Project (the “Site Plan”). The Site Plan is preliminary and subject to change.

As further detailed in Paragraph J, below, it is the intent of Redeveloper that the residential units will meet the criteria for workforce housing under the Act, of which there is low supply and high demand within the City.

**E. Existing Conditions**

**1. Existing Land Use**

The Project Site currently consists of vacant unimproved land.

**2. Existing Zoning**

The Project Site is currently zoned as R-3 (Multiple-Family Residential).

**3. Existing Public Improvements**

The Project Site abuts 43rd Avenue, but does not maintain a point of public access therefrom. The Project Site is without paving, sewer, water, storm sewer, electrical service, telecommunications service, public walks, and other necessary infrastructure.

**F. Proposed Redevelopment**

**1. Public Improvements**

The Redevelopment Project will require significant infrastructure improvements and other public improvements. These improvements will include, but are not limited to:

a. Public Access; Traffic Flow, Street Layouts and Street Grades

The Project Site abuts 43rd Avenue. Redeveloper will construct paving for ingress and egress therefrom, as well as extend 43rd Avenue along the Project Site's western boundary. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. All streets and other public infrastructure constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

b. Construction of Water and Sewer Improvements.

Redeveloper will construct or extend water and sewer systems to provide appropriate service to the Project Site. With respect thereto, Redeveloper shall be obligated to (i) extend

water infrastructure along the entirety Project Site's western boundary, in coordination with the extension of 43rd Avenue; (ii) extend sanitary sewer to the southernmost vehicular access point from 43rd Avenue to the Project Site, with a manhole placed in such location to facilitate additional development and connectivity to the south of the Project Site; and (iii) facilitate the collection of storm water on the southern end of the extended 43rd Avenue, and shall be extended per the City's requirements related to post-construction storm water management for the Project Site. All such water and sewer improvements, and the designs and plans related thereto, shall be subject to review and approval by the City's engineer or other designee of the City.

c. Other incidental improvements

The Project Site is currently undeveloped and will require grading to provide effective drainage throughout the area. The Project Site requires filling and grading to properly drain the ground water runoff and provide appropriate grading levels to erect the apartment buildings. Redeveloper also anticipates the construction of electric, gas and telecommunications utilities extending to the apartment buildings on the Project Site. The anticipated public improvements (and costs related to the public improvements) for the Redevelopment Project are listed in Exhibit "E", attached hereto and incorporated herein.

d. Additional public facilities or utilities

Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

e. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Redevelopment Project.

f. Population Density

The Project Site currently sits undeveloped and vacant. The Redevelopment Project is residential in nature and will increase population density in the area. Based upon the estimated 110 residential units constructed as part of the Redevelopment Project, and an average household size of 2.44, the Redevelopment Project is estimated to result in an increase in population density of approximately 268 individuals. Such an increase is desired by the City to facilitate population and economic growth.

g. Land Coverage

The Project Site consists of approximately 4 acres of undeveloped land. The Redevelopment Project will result in the construction of approximately 5 buildings, with a land coverage footprint of ~8,000 square feet per building, as shown on the Site Plan. The Redevelopment Project is subject to and must comply with all applicable land coverage ratios required under City code.

h. Parking

With respect to multi-family residential development, the City's zoning code requires 2 parking spaces per dwelling unit with two or more bedrooms, and 1.5 spaces for one-bedroom dwelling units. It is currently estimated that the apartment complex will consist of ~60 one-bedroom units and ~50 two-bedroom units, equaling a parking requirement of 190 stalls. Per the Site Plan, the complex will contain ~196 stalls, which would satisfy the requirement. Such requirements shall be conclusively determined by the City upon Redeveloper's final submittal of its development plans; and Redeveloper shall be obligated to comply with any such requirements.

i. Zoning, Building Code and Ordinance

The Project Site is currently zoned as R-3 (Multiple-Family Residential). No zoning changes are required to undertake the Redevelopment Project, as presented. Notwithstanding, Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

**2. Private Improvements**

Private improvements for the Redevelopment Project consist of the construction of approximately five (5) ~25,000 square foot apartment buildings with 22 units in each building (i.e., 110 units total), together with the related facilities and improvements ancillary thereto. Redeveloper or other builders taking conveyance from Redeveloper will construct the private improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

**G. Project Costs**

The total estimated costs of the Redevelopment Project are \$20,005,275. A breakdown of the estimated costs of the Redevelopment Project are attached hereto and incorporated herein

as Exhibit "D". Such figures are only estimates based upon 2024 pricing, and are subject to change without further amendment of this Redevelopment Plan.

## **H. Implementation**

Redeveloper anticipates that construction of the Redevelopment Project will commence in spring of 2025, and will be completed by the end of 2027. Notwithstanding the foregoing, Redeveloper's timely completion of the Redevelopment Project is subject to extraneous factors, which may necessitate that Redeveloper commences and/or completes the Redevelopment Project later than the projected dates. As such, the anticipated start and completion dates are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors.

## **I. Financing**

The City and the Community Development Agency of the City (the "Agency") contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body ("Base Tax Amount"); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond/note resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as "TIF Revenues") shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for the Redevelopment Project will be set forth in the redevelopment contract and/or the

resolution authorizing the TIF Indebtedness (defined below). All TIF Revenues generated by the Redevelopment Project shall only be divided and allocated over the applicable 15-year increment period or until full payment of the TIF Indebtedness, whichever occurs first.

## **1. Necessity of TIF**

Redeveloper has represented and warranted to the City that it would not be economically feasible to develop, and Redeveloper would not develop, the Redevelopment Project without the assistance of TIF. In support thereof, Redeveloper stated the following in its TIF application submitted to the City:

“The Tax Increment Financing funds will be used to offset the costs of the TIF eligible expenses to make this project possible. Eligible TIF expenses include the infrastructure costs, buildings costs, facade upgrades, developer fees, legal fees, and financing. This project will bring needed housing and create a safe community. Tax Increment Financing is one of the only instruments local developers have to offset the current interest rates & high costs.”

In addition to the unfavorable economic conditions that currently burden real estate development, the vacant condition of the Project Site, and the added site preparation costs related thereto, contribute to the site’s blighted and substandard condition and the infeasibility of its infill development without the assistance of TIF. Accordingly, it is the finding of this Redevelopment Plan that the Redevelopment Project, as proposed herein, is not economically viable without the assistance of TIF and Redeveloper would not construct the same without TIF.

## **2. Sources and Uses of Financing**

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of one TIF bond or note (the "TIF Indebtedness") in an amount not to exceed an amount equal to the future valuation of a 15-year note with a principal amount of \$2,970,000, at an interest rate of 6.5% per annum. The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or resolution authorizing the issuance of the TIF Indebtedness.

The total estimated cost of the Redevelopment Project is \$20,005,275. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of owner’s equity, state-issued grant funds, and traditional bank financing. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

**J. Use of Workforce Housing TIF; Conformance with Incentive Plan**

Pursuant to the Act and the workforce housing incentive plan (the “Incentive Plan”) adopted by the City, this Redevelopment Plan specifically contemplates and authorizes the use of TIF for all multi-family units/improvements constructed on the Project Site that do not exceed the maximums set forth under section 18-2103(32)(c) of the Act, as may be adjusted from time to time. Accordingly, so long as a unit complies with the maximums set forth under 18-2103(32)(c) of the Act, the improvements associated therewith shall be considered “Workforce Housing” under the Act and the City’s Incentive Plan, and shall be eligible for treatment as such with respect to the City’s administration of TIF, in accordance therewith.

Subject to the foregoing, and based upon the representations of Redeveloper, the City and Agency have determined that the proposed construction of multi-family units on the Project Site meets the definition of “Workforce Housing” under the Act, and meets the qualifications for an award of Workforce Housing TIF under the Incentive Plan, in that it:

- Is housing that meets the needs of today’s working families;
- Is housing that is attractive to new residents considering relocation to a rural community;
- Will address certain housing needs identified in the City’s current housing study;
- Will assist with the prevention of blight and substandard conditions within the City, and will help address the City’s lack of safe and suitable housing within a price range that is attainable for the City’s workforce; and
- The total cost to construct each apartment unit is estimated to be less than \$235,000 per unit.

The City has further found and determined that the grant of Workforce Housing TIF authorized and approved hereunder will not result in the unjust enrichment of Redeveloper. Rather, the use of Workforce Housing TIF will provide for a reasonable rate of return.

In the event that some, but not all, of the residential improvements constructed by Redeveloper meet the eligibility criteria for Workforce Housing TIF, this Redevelopment Plan authorizes the use of Workforce Housing TIF for only the eligible portion(s)/unit(s). Any ineligible portion(s) or unit(s) shall still qualify for normal TIF. The foregoing shall be set forth in further detail in the redevelopment contract between Redeveloper and the Agency.

**K. Cost-Benefit Analysis**

A cost-benefit analysis for the Redevelopment Project is attached as Exhibit "F" and incorporated herein.

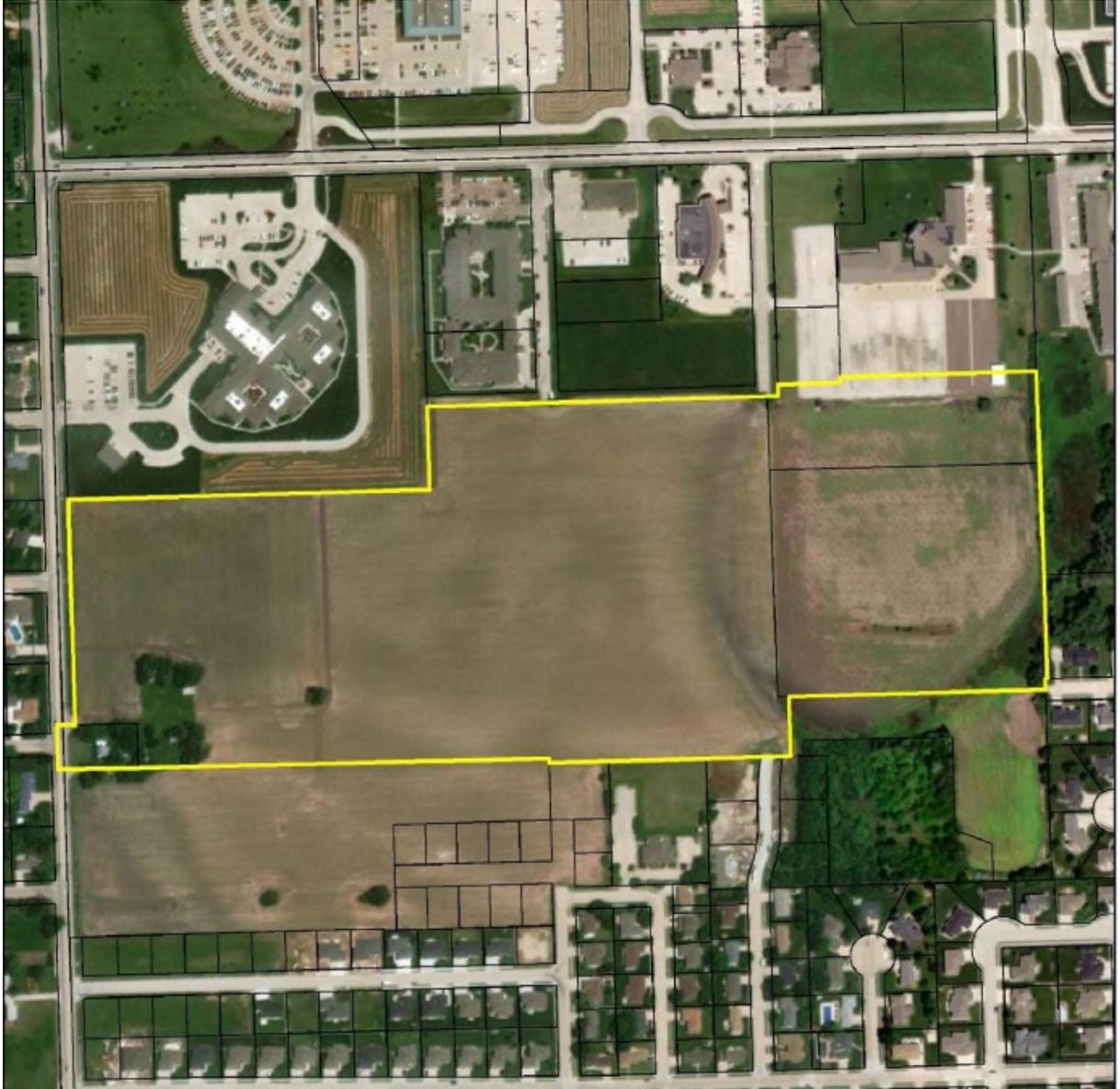
Exhibits:

- Exhibit A: Redevelopment Area
- Exhibit A-1: Project Site and Existing Land Use
- Exhibit B: Future Land Use Map
- Exhibit C: Site Plan and Future Land Use
- Exhibit D: Estimated Construction Cost of the Redevelopment Project
- Exhibit E: Sources and Uses of TIF
- Exhibit F: Cost-Benefit Analysis

**EXHIBIT "A"**

**Redevelopment Area and Existing Land Use**

Depiction of Redevelopment Area (outlined in yellow):



**EXHIBIT "A-1"**

**Project Site and Existing Land Use**

Legal Description:

Lot 2, Highland Park Church 2nd Addition, Columbus, Platte County, Nebraska.

\* In the event Redeveloper subdivides or replats the Project Site, the legal description(s) of such subdivided or replatted parcel(s) comprising the Project Site, upon final approval of the City with respect thereto, shall replace and supersede the above legal description.

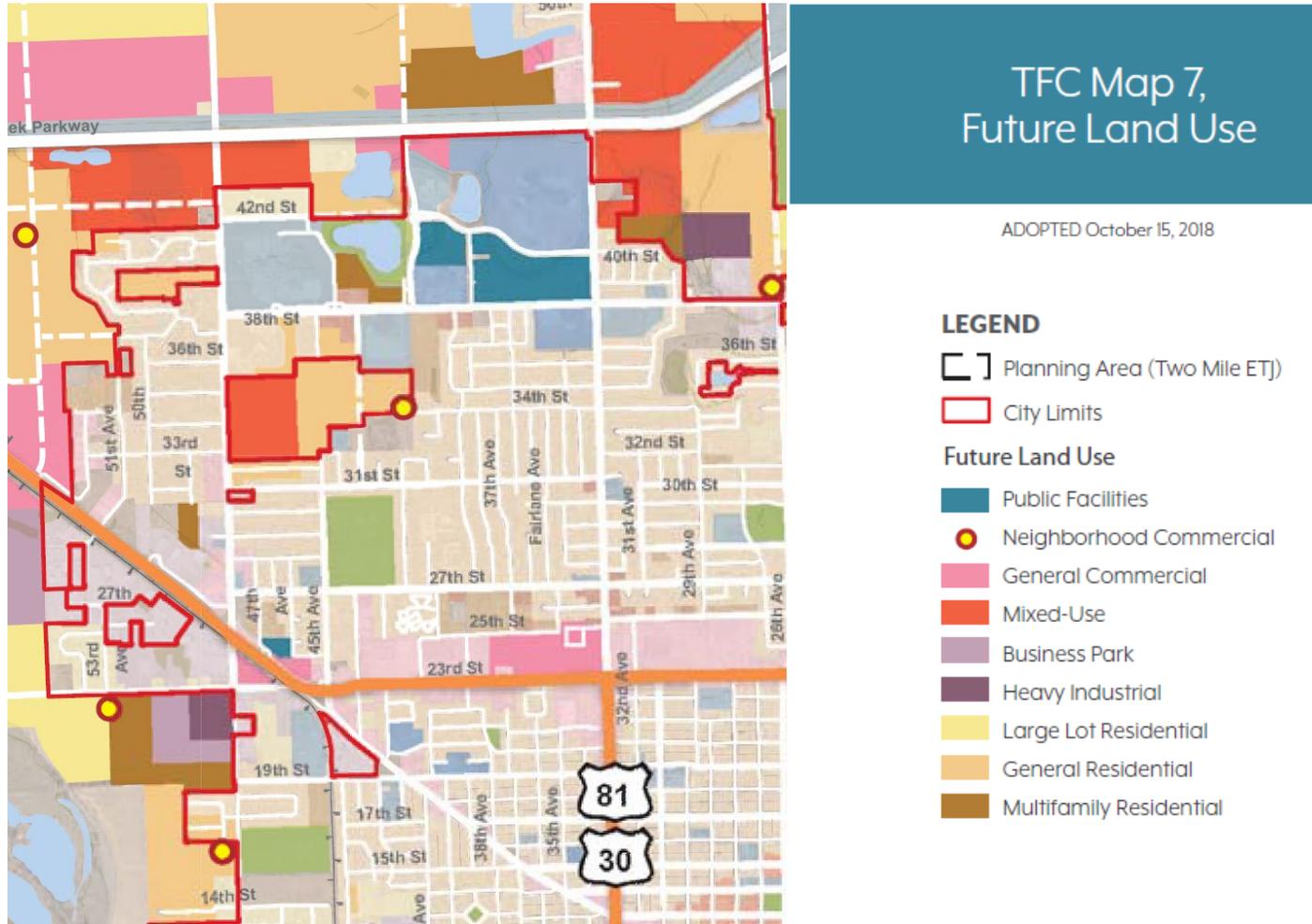
Depiction and Current Condition:



\* The Project Site is outlined in red.

## EXHIBIT "B"

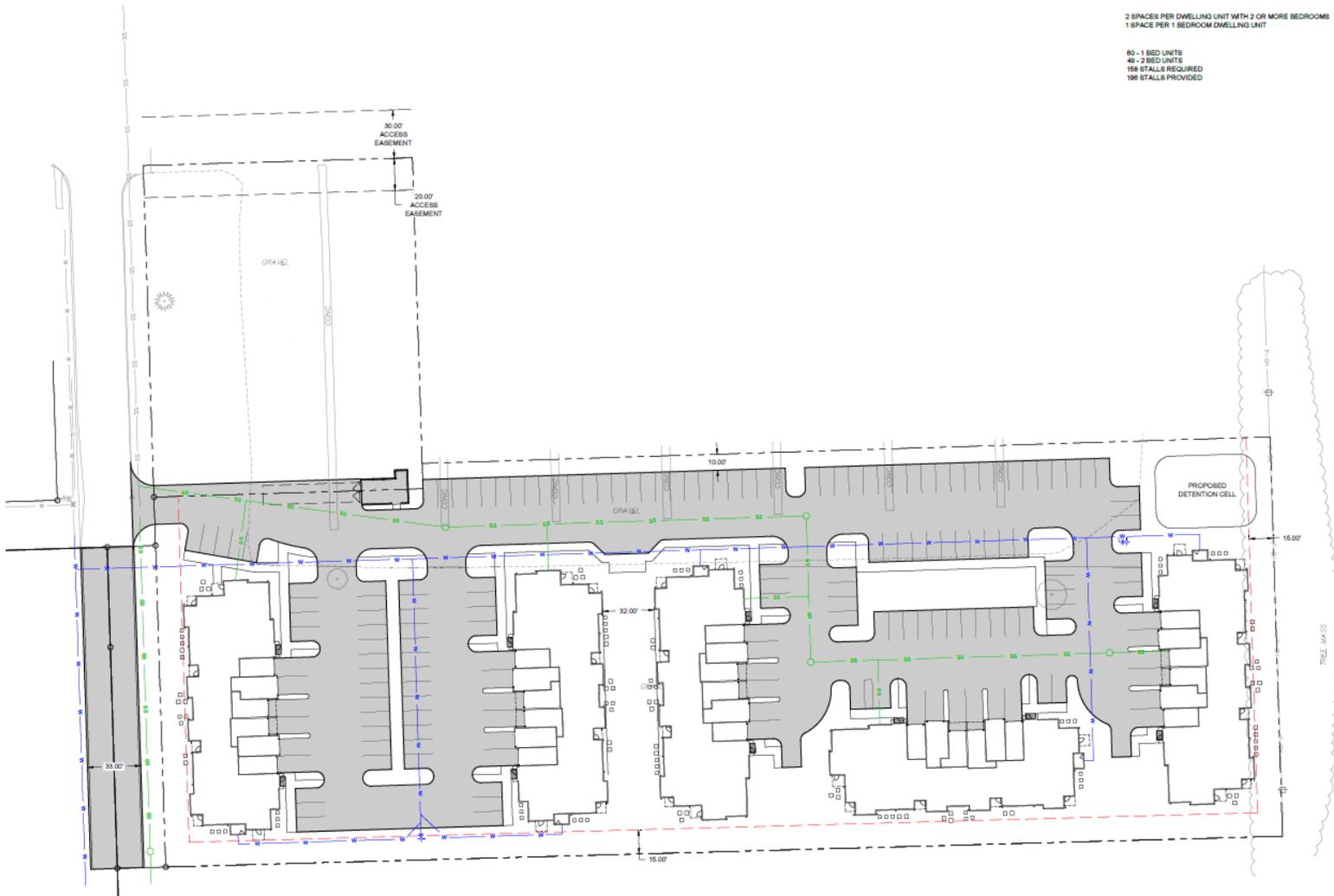
### Future Land Use Map



\* Project Site designated as "General Residential".

# EXHIBIT "C"

## Site Plan and Future Land Use



\* The above is a preliminary site plan and is subject to change.

**EXHIBIT "D"**

**Estimate of Construction Costs**

Land Acquisition	\$300,000
Site Development	\$3,080,275
Building Cost	\$14,000,000
Architectural and Engineering Fees	\$375,000
Legal Fees	\$75,000
Financing Costs	\$575,000
Contingencies	\$1,600,000
<hr/>	
<b>TOTAL</b>	<b>\$20,005,275</b>

\* The above figures are estimated values based on current pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and commencement of construction.

**EXHIBIT "E"**

**Sources and Uses of TIF**

**USES:\***

Land Acquisition	\$300,000
Site Development	\$3,080,275
Building Cost**	\$14,000,000
Architectural and Engineering Fees	\$375,000
Legal Fees	\$75,000
Financing Costs	\$575,000
Contingencies	\$1,600,000
<hr/>	
<b>TOTAL</b>	<b>\$20,005,275</b>

\* The above "Uses" are preliminary estimates based on current pricing and are subject to change.

\*\* Subject to meeting the criteria of Workforce Housing TIF, as detailed under Paragraph J of the Redevelopment Plan.

**SOURCES:\***

**General Assumptions:**

Base Value:	\$174,235
Final Value:	\$17,500,000
Incremental Value:	\$17,325,765
Total TIF Revenues:	\$4,694,460
Tax Levy (2021):	1.8246%
TIF Indebtedness:	\$2,970,000
Interest Rate:	6.5%

\* The above figures are estimates based upon the assumptions in this Exhibit "E" and are subject to change.



## **EXHIBIT "F"**

### **Cost-Benefit Analysis (Pursuant to Neb. Rev. Stat. § 18-2113)**

The cost-benefit analysis for the Redevelopment Project, as described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is provided below:

#### **1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:**

The taxes generated by the base value of the Project Site will continue to be allocated between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Redevelopment Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Redevelopment Project, the true tax shift of the Redevelopment Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15-year tax shift for the Redevelopment Project is set forth in Exhibit "E" of the Redevelopment Plan, and is adopted hereby.

#### *Notes:*

- 1. The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2023 levy rate. There has been no accounting for incremental growth over the 15-year TIF period.*

#### **2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project:**

##### **a. Public infrastructure improvements and impacts:**

The Redevelopment Project requires public infrastructure installation. The Project Site will require the construction of vehicular access from, and extension of, 43rd Avenue, along with the construction and/or extension of utilities to serve the apartment buildings on the lot. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. The Project Site will be filled and graded to provide for effective surface water runoff. The Agency

and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment Project should generate immediate tax growth for the City. The residents in the apartment complex will require and pay for City services. Additionally, the City will collect sales tax on a portion of the materials used for the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the Project Site:**

The Redevelopment Project is residential in nature and will not result in new or expanded business within the Project Site. However, the Redevelopment Project will provide needed housing for the City's workforce, which will benefit both employers and employees. Additionally, it will provide a number of temporary construction jobs during development. Accordingly, it is anticipated that the Redevelopment Project will have a positive impact on employers and employees.

**4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the Project Site:**

The Redevelopment Project will provide needed housing for the City's workforce, which will benefit both employers and employees in the surrounding area. Additionally, the new residential development will result in increased foot traffic to the benefit of area businesses. Accordingly, the Redevelopment Project is anticipated to have a positive impact on surrounding employers and employees.

**5. Impacts on student populations of school districts within the City:**

The increase of population density within the Project Site may result in an increase in school-aged children within the related school districts. However, there is no indication that the schools within the district are unable to withstand an increase in enrollment proportionate to the size of the Redevelopment Project. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF Indebtedness. However, the

school district has received state aid to education in the past. Part of the school aid formula involves assessed valuation in the school district. The valuation that generates the TIF payments is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to the school district. As such, Redeveloper and the Agency do not anticipate a negative impact on school districts located within the boundaries of the area of the Redevelopment Project.

**6. Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

The Redevelopment Project will revitalize and occupy a vacant space without negatively impacting the surrounding businesses, residents or straining the public infrastructure. There are no other material impacts determined by the Agency relevant to the consideration of the costs or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

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6568422.3  
6568422.3

7.A.1. Resolution No. R24-145 approving redevelopment plan.

DRAFT

**RESOLUTION NO. R24-145**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT PLAN ENTITLED "REDEVELOPMENT PLAN FOR THE INNATE CONCEPTS REDEVELOPMENT PROJECT".

WHEREAS, the Mayor and Council of the City of Columbus, Nebraska (the "Council"), acts as the governing body of, and exercises all functions of, the Community Development Agency of the City of Columbus, Nebraska (the "Agency"); and

WHEREAS, the Mayor and Council previously designated a portion of the City of Columbus, Nebraska (the "City"), commonly referred to as the "Redevelopment Area 12", as blighted and substandard and in need of redevelopment under the terms of Nebraska Revised Statutes sections 18-2103(3) and (31) and section 18-2109; and

WHEREAS, it is contemplated that redevelopment of Redevelopment Area 12 may occur in phases and will occur pursuant to one or more redevelopment plans and/or projects; and

WHEREAS, the Mayor and Council finds based on substantial evidence in the record of this proceeding that redevelopment of Redevelopment Area 12 will result in the elimination and prevention of blight and aligns with the purposes of the Community Development Law and the Comprehensive Plan of the City; and

WHEREAS, attached hereto as Exhibit A is a redevelopment plan for redevelopment within Redevelopment Area 12 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan sets forth a redevelopment project within Redevelopment Area 12; and

WHEREAS, the Planning Commission of the City of Columbus, Nebraska, held a duly-noticed public hearing on the Redevelopment Plan, and provided written findings on and recommended the Mayor and Council's adoption and approval of the Redevelopment Plan on December 9, 2024; and

WHEREAS, on December 16, 2024, the Mayor and Council held a duly-noticed public hearing on the Redevelopment Plan; and

WHEREAS, after public hearing and review of the Redevelopment Plan, the Mayor and Council determined that the Redevelopment Plan complies with the Comprehensive Plan of the City, and will result in the elimination and prevention of blight; and

WHEREAS, after public hearing and review of the Redevelopment Plan, the Mayor and Council determined that the redevelopment set forth in the Redevelopment Plan would not be economically feasible and would not occur without the use of tax-increment financing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA:

Section 1. The Redevelopment Plan attached as Exhibit A complies with the Comprehensive Plan of the City.

Section 2. Based on the substantial evidence in the record of this proceeding, the Mayor and Council finds as follows:

(a) The proposed land uses and building requirements in the redevelopment area as described in the Redevelopment Plan are designed with the general purpose of accomplishing, in conformance with the City's Comprehensive Plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development; that under the Redevelopment Plan adequate provision is made for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations, the provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

(b) The Redevelopment Plan contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Redevelopment Plan with respect to the redevelopment project set forth therein; that any proceeds or revenue expected to be obtained by the City from disposal of property to a private entity are detailed in the Redevelopment Plan; that the Redevelopment Plan sets forth a satisfactory method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the redeveloper, which method of financing is, in part, the issuance by the Agency of its tax increment revenue bond to provide funds to pay for and/or reimburse the costs of certain public improvements; and addresses any families or businesses

currently residing within the redevelopment area which are currently expected to be displaced from such area.

(c) The cost-benefit analysis prepared in conjunction with the Redevelopment Plan and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the Mayor and Council's adoption and approval of the Redevelopment Plan.

Section 4. The redevelopment set forth in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing; would not occur in the redevelopment area described in the Redevelopment Plan without the use of tax-increment financing; and the costs and benefits of the Redevelopment Plan, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Mayor and Council and have been found to be in the long-term best interest of all those impacted by the Redevelopment Plan.

Section 5. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and Council hereby approves and adopts the Redevelopment Plan.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT A**  
**Redevelopment Plan**

(See attached)

**8. PETITIONS AND COMMUNICATIONS - None**

**9. REPORTS OF CITY OFFICES - Finance department report included in Consent Agenda**

**10. REPORTS OF COUNCIL COMMITTEES**

**10.A.PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - December 9, 2024**

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE  
December 9, 2024

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on December 9, 2024, at 4:00 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 December 5, 2024, with a copy of the proof of publication 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 members of the 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:** Chair Bahr announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Property, Safety, and Works Committee Members: Council Members Charlie Bahr, Kat Lopez, Prent Roth, and Ron Schilling. City staff members included City Clerk Shuraya Choat, City Engineer Rick Bogus, Project Engineer Braden Labenz and Engineering Administrative Specialist Renee Whiting.
2. **Election of chair and vice chair.** Bahr called for nominations for chair. Roth nominated Lopez to serve as chair. Bahr called for further nominations and no other nominations were brought forward. The nominations closed with a motion by Schilling and a second by Bahr. Bahr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr called for nominations for vice chair. Roth nominated Schilling to serve as vice chair. Bahr called for further nominations and no other nominations were brought forward. The nominations closed with a motion by Schilling and a second by Lopez. Bahr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Lopez was elected to serve as chair and Schilling was elected to serve as vice chair with a motion by Roth and a second by Schilling. Bahr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
3. **Request of Mitchell Peterson, on behalf of ACE Storage, to extend the time period for completion of public improvements for Peterson Addition to October 21, 2025.** Mitchell Peterson, 3264 E 15th Avenue, explained that most of the public improvements have been completed, with only grading and final dirt work remaining. He noted that construction of another storage building will start in the spring and he would like to coincide that project with the final dirt work of the street in order to complete everything at the same time. A recommendation to extend the completion date of public improvements for Peterson Addition to October 21, 2025 was approved with a motion by Bahr and a second by Schilling. Bahr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
4. **Adjournment:** The meeting adjourned at 4:04 p.m.

OFFICE OF THE CITY CLERK  
:Shuraya Choat

10.A.1. Request of Mitchell Peterson, on behalf of ACE Storage, to extend the time period for completion of public improvements for Peterson Addition to October 21, 2025.

The City of **Columbus**

**MEMORANDUM**

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**DATE:** November 20, 2024  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Peterson Addition – Public Improvements Extension Request

**RECOMMENDATION:**

I recommend consideration of the request of Mitchell Peterson, on behalf of ACE Storage, to extend the time period for completion of public improvements for Peterson Addition to October 21, 2025.

**DISCUSSION:**

In accordance with the Development Agreement (Resolution R23-29) approved on February 21, 2023, all public improvements are to be installed within two (2) years of the date of the agreement. The agreement indicates the Subdivider (Mary Peterson on behalf of Ace Storage) may request an extension of this time period with the extended deadline pursuant to the new deadline set by the City Council. The request is to extend the deadline to October 21, 2025.

Attached is correspondence from Mitchell Peterson, ACE Storage, on behalf of the Developer, Peterson Addition, requesting the time extension and stating the reason for the request.

**FISCAL IMPACT:**

None.

**ALTERNATIVE:**

Do not approve. Revise the extension date requested.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

**ACE Storage**  
**3264 E 15 Ave**  
**Columbus NE 68601**  
**402-564-6750**

Mayor James Bulkley  
City of Columbus  
2500 14<sup>th</sup> Street, Suite 3  
P.O. Box 1677  
Columbus, NE 68602

Re: Peterson Addition Development Agreement

Dear Mayor and City Council Members:

I am asking for an extension on the Agreement we entered with the City of Columbus, where we agreed to a two-year window to complete street improvements on the Peterson Addition. We have completed water, sewer extensions, and stormwater improvements. The site must be graded and touched up to complete the street's paving. Construction of another storage building will start in March of 2025, and we would like to coincide this with the final dirt work for our street. It will only require mobilization once as opposed to twice. Kevin Gehring said a spring installation would work well with his schedule, too.

The original agreement has improvements being completed by February 21, 2025. We would ask for an eight-month extension to have all improvements completed by October 21, 2025

We appreciate your consideration and will be present to answer any questions.

Thank you

Mitchell Peterson

PETERSON ADDITION

A Subdivision of Part of the Southwest 1/4 of the Southwest 1/4 of Section 15, T17N, R1E of the 6th P.M., Platte County, Nebraska.



Drawn By: LRR  
Date: February 18, 2022  
Scale: 1"=40'  
Project Number: S-071-143



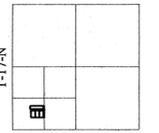
- Property Corner Found
- Property Corner Set (5/8" x 24" I.B. w/Cap)
- Calculated Point
- M Measured Distance
- R Recorded Distance (TAT) Thomas A. Tremel, LS#455, dated June 16, 2021, September 16, 2021, October 26, 2021.
- C Calculated Distance

DEVELOPER:  
Mitchell Peterson  
Phone: 402-910-5856

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

Situation Sketch



Section 15  
Platte County, Nebraska

LEGAL DESCRIPTION

A tract of land located in the Southwest 1/4 of the Southwest 1/4 of Section 15, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of Lot 5, Block A, Lambert Industrial Addition to the City of Columbus, Platte County, Nebraska; thence N 88°05'58" E, 581.26 feet to a point on the East line of the Southwest 1/4 of said Southwest 1/4; thence S 01°50'40" E, on said East line, 499.09 feet; thence S 88°03'34" W on the North line of said Lambert Industrial Addition, 543.86 feet to the Southeast corner of Lot 4, Block B of said Lambert Industrial Addition; thence N 01°54'46" W on the East line of said Lot 4, 290.08 feet to the Northeast corner of said Lot 4; thence N 03°47'52" W on the East line of said Lambert Industrial Addition, 60.09 feet to a point on the North Right-of-Way line of 25th Street; thence S 88°05'39" W on said North Right-of-Way line, 34.98 feet to the Southeast corner of Lot 5, Block A of said Lambert Industrial Addition; thence N 01°51'16" W on the East line of said Lot 5, 149.33 feet to the Point of Beginning, containing 6.37 acre more or less.

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 June 1, 2022; 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: 2-8-2023



DEDICATION

I, Mary Peterson, owner of the described property, PETERSON 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. I 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 PETERSON ADDITION of part of the Southwest 1/4 of the Southwest 1/4 of Section 15, T17N, R1E of the 6th P.M., Platte County, Nebraska.

Mary Peterson  
Mary Peterson

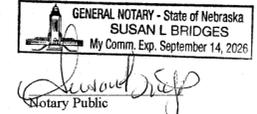
STATE OF NEBRASKA) ss  
COUNTY OF PLATTE)

On this 21<sup>st</sup> day of March, 2023, before me, the undersigned, a Notary Public, duly

commissioned and qualified in and for said County and State, appeared Mary Peterson, 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: Sept. 14, 2024



COLUMBUS, NEBRASKA, SCHOOL BOARD

This Final Plat of PETERSON ADDITION to the City of Columbus, Nebraska, is approved by the Columbus

Public Schools on this 21<sup>st</sup> day of March, 2023.

School Superintendent

COLUMBUS, NEBRASKA, PLANNING COMMISSION

This Final Plat of PETERSON ADDITION to the City of Columbus, Nebraska, approved by the Planning

Commission this day of , 2023.

Chairman

COLUMBUS, NEBRASKA, CITY COUNCIL

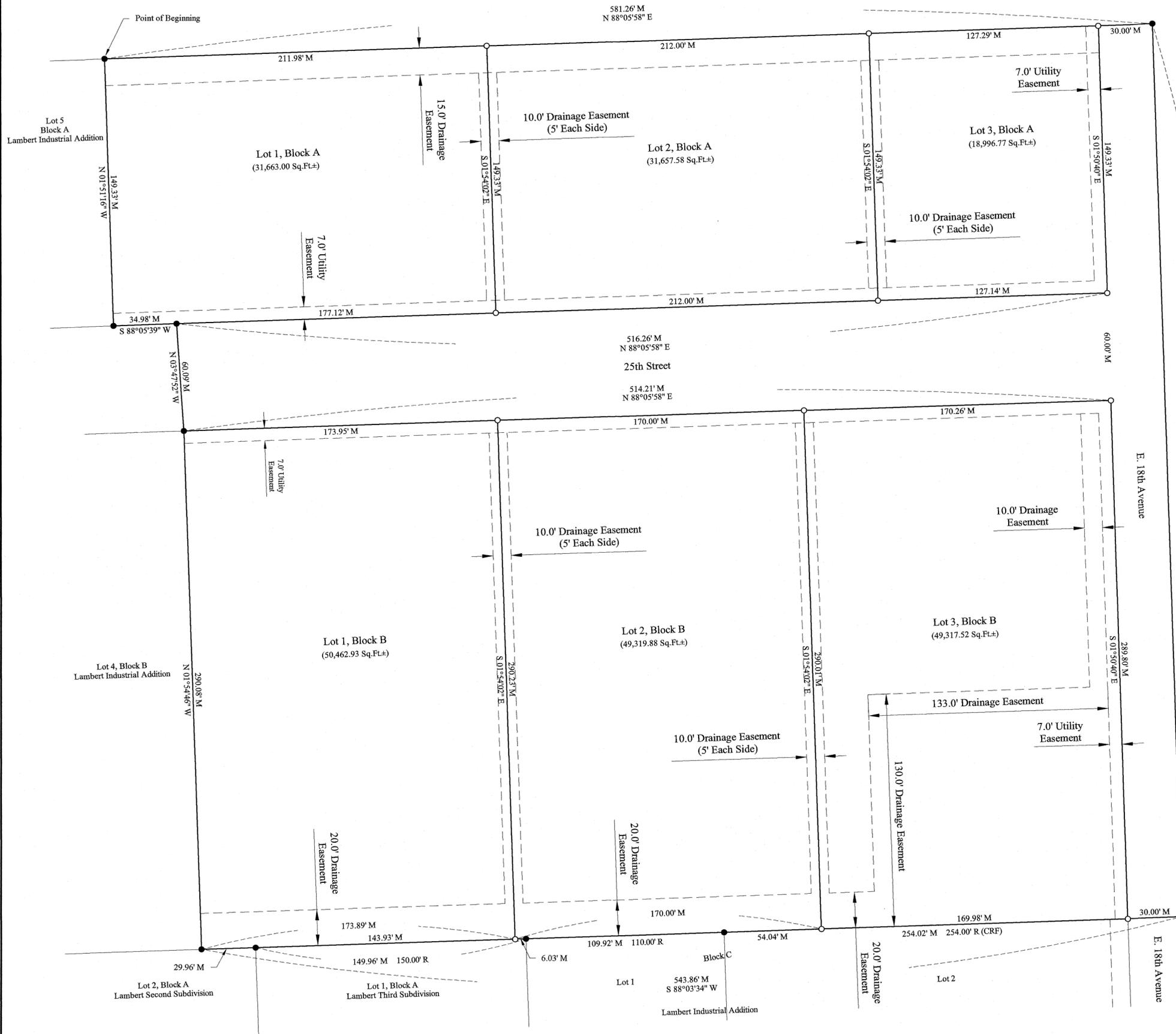
This Final Plat of PETERSON ADDITION to the City of Columbus, Nebraska, approved by

Resolution No. R23-30 by the City Council this 21 day of February, 2023.

Mayor  
City Clerk



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



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

12. **REPORTS ON LEGISLATION - None**

13. **NEW BUSINESS**

13.A.Appointment of Steven Zarate as police officer.



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

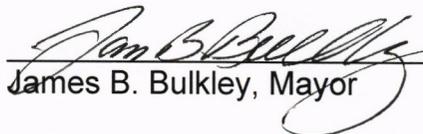
## MEMORANDUM

**DATE:** December 10, 2024  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the name **Steven Zarate** for conditional appointment as Police Officer, subject to successful completion of all tests and training. The Civil Service Commission certified this candidate at their August 20, 2024 meeting. Per Council Rules, the two-week waiting period for the appointment of a Police Officer is waived.

Steven Zarate currently resides in South Sioux City, Nebraska. He attended Norfolk High School, and earned his Bachelor's Degree in Criminal Justice from Wayne State College. He has past experience as a Corrections Officer and as a Security Officer. Steven has attended the Nebraska Law Enforcement Training Center, and is currently employed as a Deputy Sheriff at the Polk County Sheriff's Office.

Mr. Zarate will participate in the Columbus Police Department's Field Training program. This is a budgeted position.

  
James B. Bulkley, Mayor

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13.A.1. Resolution No. R24-146 approving Signing Bonus and Buyout Agreement with police officer candidate Steven Zarate.

DRAFT  
**RESOLUTION NO. R24-146**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING SIGNING BONUS AND BUYOUT AGREEMENT WITH POLICE OFFICER CANDIDATE STEVEN ZARATE, 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.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Signing Bonus and Buyout Agreement with Police Officer Candidate Steven Zarate, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## **Signing Bonus and Buyout Agreement**

This Agreement is made and entered into, as of the dates indicated below, between Steven Zarate (hereinafter referred to as “ZARATE”), and the City of Columbus, Nebraska (hereinafter referred to as “CITY”).

WHEREAS, ZARATE, born August 1995, desires to become employed with the Police Department for the CITY; and

WHEREAS, the Police Department for CITY desires to offer employment as a police officer to ZARATE; and

WHEREAS, ZARATE is currently employed with the Polk County Sheriff’s Department, and should he leave said employment within three years of his hire date with that entity he will have to pay the Polk County Sheriff’s Department certain expenses which at this time the total amount he would have to repay the Polk County Sheriff’s Department is \$11,591.44.

**NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT:**

1. The CITY agrees to buy out ZARATE’s contract with the Polk County Sheriff’s Department in an amount not to exceed \$11,591.44.
2. ZARATE agrees to and shall waive the CITY’s standard \$5,000 dollar signing bonus for law enforcement officers.
3. ZARATE further agrees to work for the CITY’s Police Department for a minimum of two (2) years following his one (1) year probationary period (i.e., for a minimum of three (3) total years).
4. In the event that ZARATE fails to complete any required or requested field training or is terminated from his employment with the CITY during his one (1) year probationary period, then ZARATE shall immediately pay the CITY the total amount of the Polk County Sheriff’s Department contact buyout referenced in this Agreement (i.e., \$11,591.44).
5. In the event that ZARATE completes his required or requested field training and completes his one (1) year probationary period but wherein ZARATE for any reason fails to maintain employment as a police officer with the CITY, then during the two years following such

probationary period ZARATE shall immediately repay to CITY a prorated amount of \$6,591.44.

6. ZARATE's employment with the CITY shall be further subject to all CITY polices, standards, regulations, and requirements that all other like employed police officers are subject to and must comply with.
7. The Parties agree that notwithstanding this Agreement, ZARATE will be employed on an at-will basis with both ZARATE and CITY retaining the right to terminate their employment relationship at any time for any reason.
8. This Agreement shall be effective as of the date both parties have executed this Agreement.
9. The Parties hereto expressly agree for the purposes of notice, including legal service of process during the term of this Agreement and for the period of any applicable statutes of limitations thereafter, the following named individuals shall be the authorized representatives of the Parties:

CITY OF COLUMBUS  
Attn: Chief of Police  
2330 14<sup>th</sup> Street  
Columbus, NE 68601  
(402) 562-7325

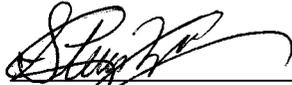
STEVEN ZARATE  
1101 Riverview Drive, #4109  
South Sioux City, NE

Said notice addresses may be updated at anytime by the parties.

10. All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the Party to whom notice is given or on the third (3<sup>rd</sup>) day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as shown above.
11. Neither this Agreement nor the rights granted hereunder shall be assignable.
12. This Agreement constitutes the entire Agreement between the Parties with response to the subject matter hereof, superseding all prior oral and written agreements with respect thereto. There are no representations, warranties, promises, covenants or understanding other than those expressly set forth herein.
13. The Agreement may be amended from time to time by written mutual agreement of the CITY and the ZARATE.

14. No waiver by any Party to this Agreement 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.
15. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their heirs, executors, administrators, successors and assigns of the respective Parties.
16. If any term, covenant or condition of this Agreement or the application thereof to any person or event will to the extent be invalid or unenforceable, the remainder of this Agreement in the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable will not be affected thereby and each term, covenant or condition of this Agreement valid and enforced to the fullest extent permitted by law.
17. Whenever required by the context in this Agreement, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words “shall” and “will” are mandatory, and the word “may” is permissive.
18. This Agreement shall be construed and enforced in accordance with the laws of Nebraska. The jurisdiction and venue for any dispute hereunder shall be in state courts in Platte County, Nebraska. Both Parties waive trial by jury in any action or proceeding hereunder or relating hereto. If any dispute should arise in relation to this Agreement the Parties shall first attempt to negotiate amongst themselves in “good faith” to resolve any issue prior to initiating any lawsuit or legal action.
19. This document is a fully integrated Agreement superseding any prior agreement(s) between the Parties and it embodies a full and complete understanding of the Parties.
20. That as of the effective date of this Agreement, each Party represents and warrants to the other that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action(s) by the Parties and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon either Party, or with any law, regulation, or court order that is applicable to either Party in any way.

EXECUTED this 9<sup>th</sup> day of December, 2024, by the STEVEN ZARATE:

  
\_\_\_\_\_  
STEVEN ZARATE

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the CITY OF COLUMBUS:

\_\_\_\_\_  
JAMES B. BULKLEY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

13.B. Quote from Mechanical Sales in the amount of \$13,615.75 for replacement parts for Seresco air handling unit at Aquatic Center. CIP #25-12



City Hall | Parks and Rec  
2500 14<sup>th</sup> St.  
Columbus, NE 68601  
402-562-4232  
columbusne.us

## Memorandum

Date: 12/5/2024

To: Tara Vasicek, City Administrator

From: Betsy Eckhardt, Parks and Recreation Director

RE: Aquatic Center Seresco Unit Fan and Motor

### Recommendation:

Accept the quote from Mechanical Sales in the amount of \$13,615.75 for replacement parts to our Seresco air handling unit. This is CIP Number 100-152-57510-25012. The budget amount is \$17,000.

### Discussion:

Attached you will find a quote from Mechanical Sales to replace a fan and motor on the Seresco air handling unit at the Aquatic Center. It is just a single quote as Mechanical Sales is the supplier and holds the maintenance contract for the Seresco unit. The quote is for \$13,616.75 to CIP number 100-152-57510-25012 that is budged at \$17,000.

**Fiscal Impact:** Funds are CIP approved in the 2024/25 budget.

**Concurrence:** Heather Lindsley, Finance Director

By: Heather Lindsley

**Signature:** Betsy Eckhardt, Park and Recreation Director

By: Betsy Eckhardt

**Approved:** Tara Vasicek, City Administrator

By: Tara Vasicek

# City of Columbus

## Quote Sheet for Purchases

Department: Parks and Recreation

Charge to Account Number: 100-152-57510-25012

Department Head Approval: *Betsy Eckhardt*

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

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

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

Date: 12/5/2024 Time: 305pm

Vendor Name: Mechanical Sales

Vendor Employee Name: Gina Sands

Telephone: 531-301-6639

Quote For: Fan and Motor for Seresco Unit

Quote Includes:	Item Totals:
5381 Motor	\$6,365.00
1373 Wheel	\$7,250.75
<b>Total:</b>	<b>\$13,615.75</b>

Quote Excludes:  
 additional time or parts

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

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

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

Tax Excluded

City Employee Obtained Quote: Juan Gutierrez

Date: 11/20/2024  
Customer: City of Columbus -Aquatic Ctr  
Attn: Joe Krepel / Mike Krieger  
Email: [Betsy.eckhardt@columbus.us](mailto:Betsy.eckhardt@columbus.us)  
[aqmaint@columbusne.us](mailto:aqmaint@columbusne.us)

Reference #: 25827  
Project: Seresco Parts  
Location: Columbus  
Estimated by: Gina Sand

**WE ARE PLEASED TO PROVIDE AN ESTIMATE ON THE FOLLOWING:**

---

**Estimate for Seresco Parts complete with the following:**

- 5381 Motor.....\$6,365.00
- 1373 Wheel.....\$7,250.75

**TOTAL Estimated price: Parts (taxes and freights not included) .....~\$13,615.75****Important Notes:**

- Above total is an ESTIMATE only and does not include any additional time or materials not listed.
  - Repair(s) will be invoiced on an actual time and materials basis.
  - Labor estimate subject to additional hotel and per diem costs if required.
- Work will be completed at the current standard rates: \$165.00/hr & \$1.20/mile
  
- Current estimated Lead time (Subject to change): **12 Week**

Unless otherwise stated above, the above price(s) are guaranteed for thirty (30) days. Freight is not included; that will be an additional charge. Unless noted above, price does not include refrigerant or contaminated refrigerant "clean up." If additional refrigerant is required or existing refrigerant is found to be contaminated, Mechanical Sales will notify customer in advance for authorization of extra charges. Labor is warranted for a period of thirty (30) days. We do not, of course, warranty parts other than those we installed. If repairs later become necessary due to other defective parts, they will be charged separately. This price assumes work is done during normal business hours (Monday through Friday, 8:00 a.m. to 4:30 p.m.). Price(s) do not include sales or use tax. Warranties for new equipment or replacement parts are for parts only, and do not include labor and freight. Payment terms are net 30 days. If this is a tax-exempt project, the order cannot be processed until we receive tax forms (Form 13 & 17). Please notify Mechanical Sales if tax forms are not available at the time order is placed.

Thank you.

**We accept this quotation and the terms and conditions of the sale.  
This will serve as repair/purchase authorization to MECHANICAL SALES INCORPORATED.**

Accepted by: \_\_\_\_\_ Name/Title: \_\_\_\_\_  
*(Signature)*

PO/Auth #: \_\_\_\_\_ Date: \_\_\_\_\_



13.C. Quote from Road Builders Machinery and Supplies Co. in the amount of \$18,000 for snow push plow. CIP #21-21



# City of Columbus

## Quote Sheet for Purchases

Department: Street Department

Charge to Account Number: CIP 21-21

Department Head Approval: Chuck Sliva

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

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

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

Date: 12/6/2024 Time: PM

Vendor Name: Road Builders, Norfolk Ne

Vendor Employee Name: Tyler Trouba

Telephone: 402-619-0040

Quote For: Snow Pusher Plow

Quote Includes:	Item Totals:
12" Push Plow, JRB Quick Coupler	\$18,000.00
2-4 week lead time.	
<b>Total:</b>	<b>\$18,000.00</b>

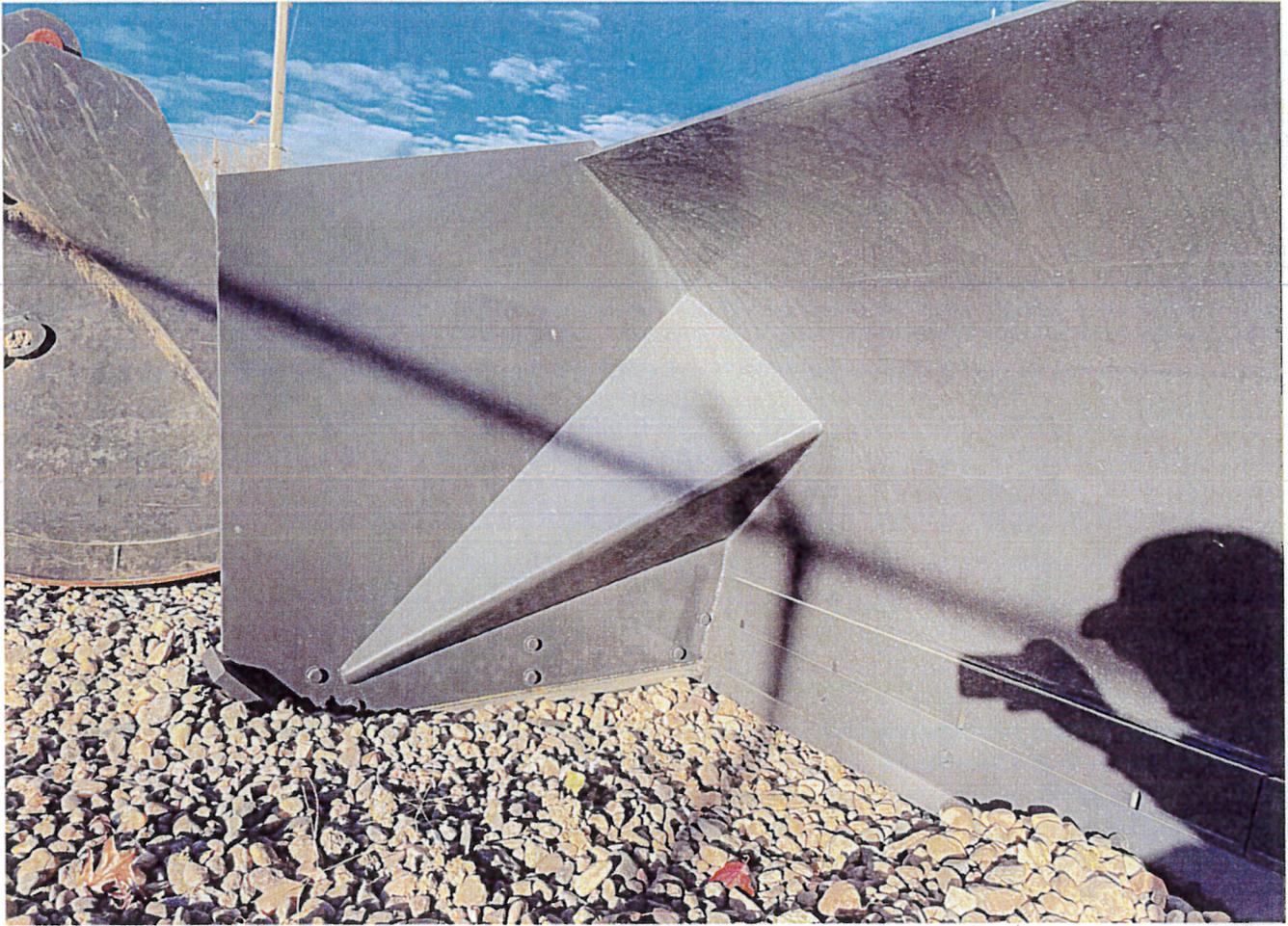
Quote Excludes:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Delivery Date: 2-4 Weeks Shipped By: Truck

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

Tax Excluded

City Employee Obtained Quote: Clete B





**Road Builders Machinery and Supplies Co.**

Norfolk NE

Presented by:

**Tyler Trouba**

Quote #: tjt-0259

11/26/2024 4:05 PM

Page 1 of 5

402-619-0040

ttrouba@rbmsco.com

**Billing Address:**

CITY OF COLUMBUS COLUM006

STREET DEPARTMENT

COLUMBUS NE 686021677

Main Phone# 4025648584

**Shipping Address:**

CITY OF COLUMBUS

STREET DEPARTMENT

COLUMBUS NE 686021677

## Sales Quote

**Qty: 1 2024 Gem Snow Pusher**

**S/N Factory Order, STOCK # N.I.S.**

**\$18,000.00 each**

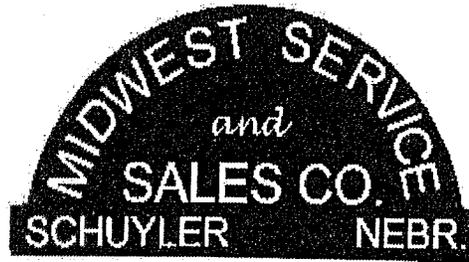
**Equipped as follows:**

GEM 12' Snow Pusher

**Standard Options**

*\* Subject to all applicable taxes. This proposal is good for 30 days and subject to availability. Pricing is subject to change without notice.*

Emergency Lights  
Snow Equipment  
Plows & Blowers  
Bridge Materials  
Grader Blades  
Street Signs  
Culverts  
Chains



602 Road 5  
Schuyler, NE  
68661  
402-352-5630  
FAX 402-352-5142  
WATS 800-642-8302  
[www.midwestserviceandsales.com](http://www.midwestserviceandsales.com)  
[sales@midwestserviceandsales.com](mailto:sales@midwestserviceandsales.com)

11-26-2024

12' Bonnell Push N Plow

City of Columbus NE

Cletus

Her is your quote for a Bonnell Push N Plow LDP-5100-12

12' Wide Loader Model 48" H, 3/16 double panel Moldboard, 3/8" thick side plates, Bolt on wear shoes, quick attach receiver system included, Custom Yellow 5/8x8x12' Carbon Steel Blade.

Total Delivered Price \$15400.00

Lead Time approximately 12 weeks.

Thank You

Terry Scheuneman

Midwest Service and sales Co.

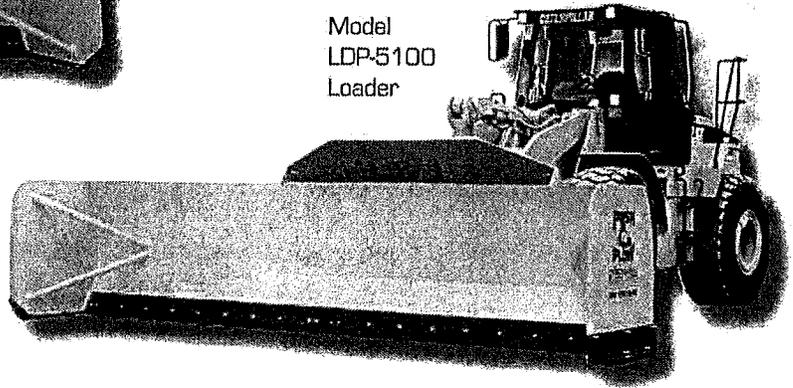
800-642-8302

*"Demanded by Those Who Know Quality"*

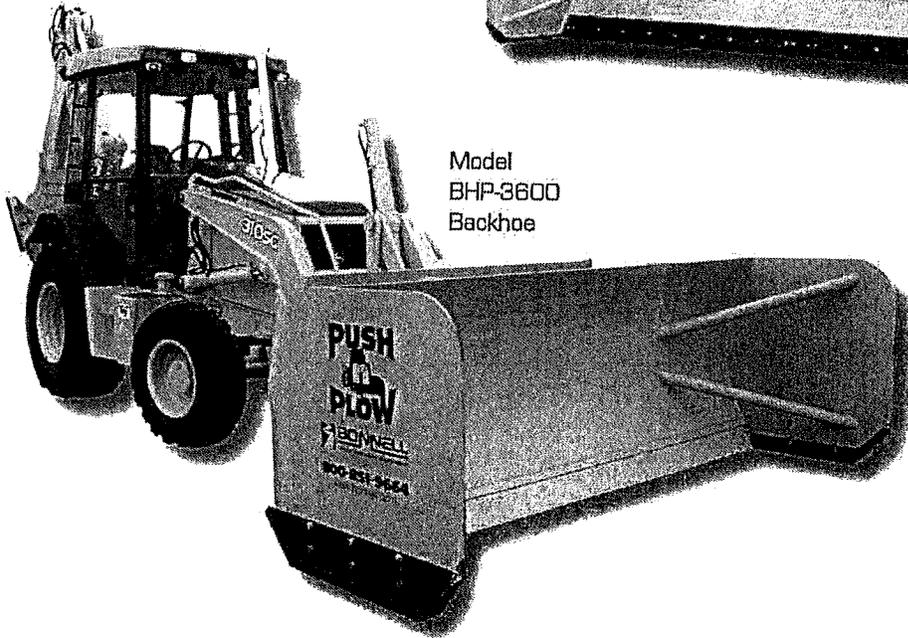
# PUSH 'N' PLOW™ SNOW REMOVAL SYSTEM



Model  
SSP-3600  
Skid-Steer



Model  
LDP-5100  
Loader



Model  
BHP-3600  
Backhoe

ROAD MAINTENANCE EQUIPMENT

The Bonnell Push 'N Plow™ is specifically designed to eliminate spillover and windrows, allowing you to finish your snow removal job faster and more efficiently. Get more jobs done in less time to make your operation more profitable. So put profit in your pocket, place the snow where you want it.

With sizes ranging from six to thirty feet, we have a Push 'N Plow™ to fit your application. Whether it's tight and confined spaces, or out on the open runway, the Push 'N Plow™ will stand up to the legendary quality you've come to expect from Bonnell.

# City of Columbus

## Quote Sheet for Purchases

Department: Street Department

Charge to Account Number: CIP 21-21

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

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

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

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

Date: 12/6/2024 Time: PM

Vendor Name: Midwest Sales and Service

Vendor Employee Name: Terry Scheuneman

Telephone: 402-352-5630

Quote For: Snow Pusher Plow

Quote Includes:	Item Totals:
12" Push Plow, with after market adapter attached.	\$15,400.00
Staff is concerened with build and 12 week lead time.	
<b>Total:</b>	<b>\$15,400.00</b>

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

Delivery Date: 12 Weeks Shipped By: Truck

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

Tax Excluded

City Employee Obtained Quote: Clete B

# SnowWolf®

SnowWolf®

15100 Business Parkway  
Rosemount, MN 55068

1 800 905 2265 / Call or Text

service@snowwolfplows.com  
snowwolfplows.com

facebook.com/snowwolfplows  
instagram.com/snowwolfplows

## YOU

Kyle Ligenza  
City of Columbus  
Columbus, NE 68601  
[kyle.ligenza@columbusne.us](mailto:kyle.ligenza@columbusne.us)  
402-276-8277

## YOUR DEALER

Hawthorne Industries  
105 1st Ave  
Walthill, NE 68067  
(402) 385-8870

## YOUR MACHINE(S)

## YOUR SNOWWOLF CONTACT

Rick Ramani  
[rick.ramani@snowwolfplows.com](mailto:rick.ramani@snowwolfplows.com)  
208-593-0195

QTY	PART NO.	DESCRIPTION	SUGGESTED RETAIL PRICE *	EST. PAYMENT PER/MO. *	TOTAL *
<b>RECOMMENDED SOLUTION</b>					
1	APHD-12C	APEX PUSHER, 44" CARBIDE ACTIVE EDGE <i>12ft</i>	\$24,298.00	\$453.16	\$24,298.00
<b>MSRP SUB-TOTAL BEFORE ACCESSORIES</b>					<b>\$24,298.00</b>
<b>RECOMMENDED ACCESSORIES</b>					
1	FMT930	MOUNT KIT, FOR JRB, WITH FREEDOM HD & ALPHABLOWER	\$ 2,240.00	\$62.22	\$ 2,240.00
<b>MSRP TOTAL WITH ACCESSORIES</b>					<b>\$515.38 \$26,538.00</b>

### NEXT STEPS

- \* Prices quoted are Suggested Retail Prices in USD. Your final price with tax is set by your SnowWolf Dealer. Contact them now.
- Need financing? Apply here: <https://getfinances.com/snowwolf>
- Pick up your new SnowWolf gear!
- Join the exclusive SnowWolf Owners Group on Facebook: [www.facebook.com/groups/snowwolfplows](http://www.facebook.com/groups/snowwolfplows)
- Make money - lots of it. Repeat. Repeat. Repeat.

Quote Date: 28/11/2024

Valid Through: 28/12/2024

# City of Columbus

## Quote Sheet for Purchases

Department: Street Department

Charge to Account Number: CIP 21-21

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

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

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

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

Date: 12/6/2024 Time: PM

Vendor Name: Hawthorne Industries, Walt Hill Ne

Vendor Employee Name: Rick R

Telephone: 208-503-0195

Quote For: HD Snow Pusher

Quote Includes:	Item Totals:
Push plow and JRB Mount Kit	\$26,538.00
<b>Total:</b>	<b>\$26,538.00</b>

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

Delivery Date: 4-12 weeks Shipped By: truck

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

Tax Excluded

City Employee Obtained Quote: Clete

13.D.Quotes from Restaurant Supply LLC, Eakes Office Solutions, and SEi in the total amount of \$23,229.12 for commercial stove, two computers, ten banquet tables, and three security cameras for senior center. (Nebraska Presbyterian Foundation Grant will cover expenses.)

The City of **Columbus**

**MEMORANDUM**

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**DATE:** December 11, 2024  
**TO:** Mayor and City Council  
**FROM:** Douglas A. Moore. Public Property Director  
**SUBJECT:** Nebraska Presbyterian Foundation Grant

**RECOMMENDATION:** Staff recommends the City Council approves the purchase of a commercial stove, two computers, ten banquet tables and three security cameras for the senior center.

**DISCUSSION:** The senior center has received a grant from the Nebraska Presbyterian Foundation to complete these projects. The new stove is an upgrade and will replace a stove that is original from when the hospital used the building. The new computers are upgrades for the computer room and are used by patrons of the center. We continue to grow and we are in need of additional tables for programs and meal service. The cameras will be placed in the fitness, treadmill and elliptical rooms so that staff will be able to monitor the rooms from the office in case of falls or injuries by seniors using the equipment.

**FISCAL IMPACT:** There will be no city (taxpayer) funds used to complete these projects. Total cost of the four projects is \$23,229.12 and is completely funded by the Nebraska Presbyterian Foundation, in fact the original grant was for \$21,500.00 but the cost was a little over that for all four projects and the Foundation allocated additional funds to make sure we could complete all the projects. The Nebraska Presbyterian Foundation has been a fantastic supporter of the senior center. They helped fund the new entrance to the center a couple of years ago. They have also funded projects for the food pantry next door (delivery van).

**CONCURRENCE:** Patty Laska, Senior Center Manager

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

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



**Ship to:**  
Columbus Senior Center

**From:**  
Restaurant Supply, LLC  
Trey Dismuke  
trey@restaurantsupply.com  
13031 U.S. Highway 19N  
Clearwater, FL 33764  
860-246-3333 xt. 141

Job Reference Number: 242026TD

**\*\*\*FREE FREIGHT/FREE SHIPPING\*\*\***

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>RANGE, 36", 6 FRENCH HOT PLATES</b> Vulcan Model No. EV36S-6FP208 Restaurant Range, electric, 36", (6) 2.0 kW French hotplates, infinite controls, standard oversized oven, includes (1) rack, stainless steel front, sides, single-deck high shelf & 6" legs, 208v	\$11,520.92	\$11,520.92
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	208v/50-60/3-ph, 17.0kW, 54.1 amps, direct wire, standard		
	1 ea	Single deck stainless steel high shelf, standard		
		Weight: 440 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$11,520.92</b>
2	1 ea	<b>DELIVERY OPTIONS</b> RestaurantSupply.com Model No. LIFT GATE SERVICE Lift gate service; driver will bring items from truck to ground level. Customer is still responsible for bringing items inside and setting in place.	\$150.00	\$150.00
			<b>ITEM TOTAL:</b>	<b>\$150.00</b>
			<b>Total</b>	<b>\$11,670.92</b>

Prices Good Until: 08/21/2024

**\*\*\*ANY APPLICABLE SALES TAX WILL BE ADDED IN CHECKOUT\*\*\***

SALES TERMS AND CONDITIONS

*Quote accepted  
by Patty Loka  
Senior Ctr Mgr  
12/5/24*

Include



**Dell OptiPlex 7010 - micro - Core i5 13500T 1.6 GHz - vPro Enterprise - 16**

MFG #: CT66J  
CDW Part: 7411485  
UNSPSC: 43211507

**627 units In Stock**

Get it **Thursday, June 13** if ordered within 6 hrs 11 mins.

\$824.93

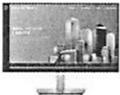
**\$791.10**

2

**\$1,582.20**

- Micro
- Core i5 13500T / 1.6 GHz
- vPro Enterprise
- RAM 16 GB
- SSD 256 GB
- NVMe
- Class 35

Include



**Dell P2422H - LED monitor - Full HD (1080p) - 24"**

MFG #: DELL-P2422H  
CDW Part: 6562448  
UNSPSC: 43211902

**4906 units In Stock**

Get it **Thursday, June 13** if ordered within 6 hrs 11 mins.

\$189.52

**\$176.25**

2

**\$352.50**

- LED monitor
- 24"
- 1920 x 1080 Full HD (1080p) @ 60 Hz
- IPS
- 250 cd/m<sup>2</sup>
- 1000:1
- 5 ms

Include



**Dell SB521A - sound bar - for monitor**

MFG #: DELL-SB521A  
CDW Part: 6267233  
UNSPSC: 43211607

**198 units In Stock**

Ships today if ordered within 3 hrs 11 mins

\$52.86

**\$48.10 S**

2

**\$96.20**

- Sound bar
- for monitor
- 3.6 Watt
- for Dell P2721Q
- P3221D
- P3421W; UltraSharp U2421E

Bundle Quantity

Add to Cart

Buy Now

**Subtotal \$2,030.90**

*Spoke to IT to order this  
12/5/24  
pl*



# City of Columbus

## Quote Sheet for Purchases

Department: Senior Center

Charge to Account Number: Grant

Department Head Approval: *Douglas A Moore*

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

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

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

Date: 12/5/2024 Time: \_\_\_\_\_

Vendor Name: SEI

Vendor Employee Name: Robb Walker

Telephone: (402)-778-3759

Quote For: Senior Center Camera System

Quote Includes:	Item Totals:
3 cameras for the senior center fitness room, treadmill room, and elliptical room	\$7,118.00
<b>Total:</b>	<b>\$7,118.00</b>

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

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

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

Tax Excluded

City Employee Obtained Quote: Matt Soukup



*Your Safety Is Our Business*  
secure • monitor • connect

# City Of Columbus

## Senior Center Camera System

77636-1-0  
Dated: 7/29/2024

Prepared for:  
Matt Soukup

**Customer:** City Of Columbus

**Site:** 3111 19 Street  
Columbus, NE, 68601

**Contact:** Matt Soukup | 402-562-4242 | Msoukup@Columbusne.Us



Your Safety Is Our Business  
secure • monitor • connect

**Proposal #: 77636-1-0**

**Dated: 7/29/2024**

## Senior Center Camera System

### Scope of Work

SEi to provide and install the following video surveillance system for the Columbus Senior Center Fitness areas.

A 6MP fisheye panoramic camera will be installed in the center of the fitness room and single cameras will be installed in the treadmill room and the elliptical room.

These cameras will be added to the city Milestone video management system.

Customer will provide the needed POE switch.

SEi included an extra Cat6 wire installed for an IT network drop.

### Standard Qualifications:

- All work shall be done during normal working hours
- All ceiling, floor and walls are assumed to be accessible for cable and device installation
- Customer to provide all conduit, back boxes, and 120 VAC power as required
- Customer to provide Ethernet network including: equipment, network drops, connectivity, and IP addresses as required.
- Customer to provide wall or rack space for equipment as required
- SEi will provide programming of the system
- SEi is not responsible for drywall or painting work necessary for installation.
- No integration to any other system is included in this proposal
- Proposal does not include any project submittals, shop drawings, as-built drawings, or O&M manuals
- SEi has excluded sales tax in the proposal given.

A 50% down payment will be required by SEi prior to our ordering equipment.

Prepared by: Robb Walker • Major Accounts Executive

[rwalker@seisecurity.com](mailto:rwalker@seisecurity.com) • [seisecurity.com](http://seisecurity.com)

2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

**Customer:** City Of Columbus  
**Site:** 3111 19 Street  
Columbus, NE, 68601  
**Contact:** Matt Soukup | 402-562-4242 | Msoukup@Columbusne.Us



Your Safety Is Our Business  
secure • monitor • connect

**Proposal #: 77636-1-0**  
**Dated: 7/29/2024**

## Schedule of Protection

### Estimate

QTY	Description
2	2MP, Indoor, Varifocal IP Camera
3	Device License, XProtect Professional+
600	Cat6 Plenum Non Shielded White Wire
3	Care Plus, One Year, For XProtect Professional+ De
1	6MP Indoor Panoramic IP Camera with Deep Learning

### Investment Summary

<b>Deposit Due in Advance</b>	<b>\$3,559.00</b>
<b>Balance Due Upon Completion</b>	<b>\$3,559.00</b>
<b>Monthly Recurring</b>	<b>\$10.00</b>
<b>Total Proposal Amount</b>	<b>\$7,118.00</b>

*Note: The above price does not include tax*

\* This proposal for the above described protection is valid for 30 days.

\* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee

## Commercial Installation and Service Agreement

THIS AGREEMENT is made July 29, 2024, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "Company") and City Of Columbus ("Subscriber"). Location of Customer's premises 3111 19 Street, Columbus, NE 68601.

Subject to the terms and conditions hereinafter set forth, Company agrees to sell, (except for any and all radio equipment), and provide (PMA Maintenance) of the equipment specified on "Schedule of Protection / Scope of Work" (all service offerings selected are collectively, "Services"), which is incorporated herein by reference.

### Note:

Subscriber acknowledges and agrees that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) Subscriber has voluntarily elected to accept the System based on Subscriber's business reasons, e.g., cost, firm culture, Premises environment and conditions, insurance requirements, etc., (iii) a second telephone line at the Premises may be necessary to use the telephone while the System is transmitting data to the monitoring facility, (iv) if the System includes radio equipment or the System is owned by the Company, Subscriber shall permit Company to remove the radio equipment or the System within three (3) business days after the termination of services to the radio or the System and Subscriber agrees to pay Company on a time basis at Company's then prevailing charges for such removal or, at Company's sole election, Subscriber shall, at its sole cost, within three (3) business days after the termination of services to the radio or System, remove and return the radio equipment or the System complete, undamaged (ordinary wear and tear excepted), and in good working order to the Company at the Company's home office, (v) Subscriber shall notify Company of all ordinances or local policies of the police, sheriff, fire, medical, ambulance, guard, patrol and response services, and other governmental, private or volunteer departments and organizations (collectively, "First Responders") that may affect Company's performance of services to Subscriber, (vi) the local municipality where the Premises is located may require a license, permit or fee for the installation, use or monitoring of the System which is the sole responsibility of Subscriber to determine and comply with, and (vii) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the internet are susceptible to being accessed by others, e.g., hackers, and Subscriber hereby releases Company for and from all damages, losses, costs and liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

### Installation Charges:

Subscriber agrees to pay Company the sum of \$7,118.00, plus tax, if applicable, for the sale and installation of the System as follows: A 50% deposit prior to ordering equipment. The remaining balance is due in full at time of substantial completion. Installation jobs over \$25,000 are subject to additional progress billing frequencies at Company discretion. Upon substantial completion of installation by  electronic funds transfer ("EFT")  cash, check or money order  credit card. If EFT is checked, you authorize periodic debits to your bank account as stated above.

### Recurring Charges:

Subscriber agrees to pay Company the sum of \$10.00, plus tax, if applicable, per month for the lease of the System (if checked above), and Services, prepaid annually for a period of five years. This Agreement shall automatically, without action by either party, renew under the same terms and conditions for successive periods equal to the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date or, in the event this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew from month to month unless either party gives to the other at least thirty (30) days written notice of intention to terminate at the expiration of any such term. Time is of the essence with regard to this paragraph.

**NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.**

### Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEI's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

**Customer consents to receive SEI invoices and statements by Electronic Delivery.**



**IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.**

**SEI**

Submitted By: Robb Walker  
Approved By: \_\_\_\_\_  
Date: \_\_\_\_\_

**City Of Columbus**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: Matt Soukup  
Title: \_\_\_\_\_  
Email: Msoukup@Columbusne.Us

## Terms & Conditions

1. **DISCLAIMER/LIMITATION OF LIABILITY.** SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE SUBSCRIBER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) COMPANY AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) COMPANY AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, PRIOR TO AN OCCURRENCE RESULTING IN ECONOMIC LOSS, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL), AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT PROSPECTIVELY BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

2. **Increase in Charges.** Company shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement by an amount equal to the percentage increase in the Consumer Price Index for the USA (all goods and services) from the date of this Agreement or the date of the last increase in periodic charges, whichever is later, upon giving Subscriber written notice thirty (30) days in advance of the effective date of such change.

3. **Transmission of Data, Video or Voice.** Subscriber acknowledges and agrees that the System is a non-supervised reporting device. If the transmission medium for delivery of data ("Signals"), video images or voice or other audio communications from your System to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, radio transmission interference, power line surges or outages, internet or broadband problems and internet or broadband provider problems, there is no indication of this fact at the monitoring facility. Further, Subscriber understands that (i) a video system enables Company to record, store and review images of the Premises and the area outside of the Premises, (ii) video with audio capability enables Company to record, store and review oral communications from in and outside of the Premises, and (iii) a two-way voice system enables Company to "listen-in" to the Premises and to record, store and review such oral communications. Subscriber authorizes and consents to Company viewing the Premises and the area outside of the Premises and "listening-in" to the Premises and releases Company and Representatives for all claims, losses, damages, costs and expenses due to Company viewing the Premises and the area outside of the Premises and listening-in to the Premises.

4. **Release of Insured Losses.** Subscriber hereby releases Company and Representatives for all losses, damages and expenses (i) covered by Subscriber's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Subscriber's insurance, and (iv) due to under insurance.

5. **Waiver of Subrogation.** As an inducement to Company to enter into this Agreement, Subscriber represents, warrants and covenants that Subscriber's insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right of subrogation, indemnification or contribution against Company or Representatives

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

6. **INDEMNIFICATION.** IF ANYONE OTHER THAN SUBSCRIBER, INCLUDING, WITHOUT LIMITATION, SUBSCRIBER'S INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, (VI) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), (VII) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR (VIII) A CLAIM UNDER ANY OTHER LEGAL THEORY, SUBSCRIBER AGREES TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.

7. **Installation; Service; Delays.** Subscriber acknowledges and agrees that Company and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Subscriber's obligation to advise Company of such hidden objects, failing which Company and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. Company and Representatives make no representation of delivery and installation of equipment or commencement of Services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and the sole responsibility of Subscriber.

8. **Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Subscriber, title to any such equipment shall at all times hereafter remain in Company. Subscriber understands and agrees that Company may, in its sole and absolute discretion, electronically lock out the access control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to Company only. Should Subscriber default hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to Company's monitoring facility as a result of any cause other than Company's sole negligence, Subscriber unconditionally and irrevocably authorizes Company concurrently or consecutively to: (i) suspend service, (ii) ignore all video images and Signals received from the Systems, (iii) terminate this Agreement, (iv) shut down the Panel and/or the System, (v) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel, and (vi) provide repair service to the System. In the event that Company notifies Subscriber by telephone, electronically or otherwise of Company's decision to service such System and Subscriber fails to (a) immediately authorize Company to provide repair services, and (b) provide reasonable unrestricted access to the Premises and the System within four (4) hours after such notice, Subscriber agrees to pay to Company its then prevailing charges for each data transmission or video image from or to such System. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other legal or equitable remedies and rights.

9. **Subscriber's Duties and Responsibilities.** It is the Subscriber's sole responsibility to (a) confirm that the communications equipment, technology and services which are not supplied by Company are compatible with the System and any monitoring facility, especially when there are changes to (i) such communications equipment, technology or services, or (ii) any telecommunications, radio, internet, satellite or other service or provider; and (b) test the System periodically (not less than monthly) and whenever changes are made to the communication path between the System and the monitoring facility, communications equipment, technology or services for the System. Subscriber understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit Signals, video images and voice or other audio communication between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). In the event of any discontinuance, suspension, termination, modification or change (collectively, a "Change") or any contemplated Change as reasonably determined by Company in connection with any communications equipment, technology, software, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Subscriber hereby authorizes Company to provide Subscriber with such alternative in Company's sole and absolute discretion. Subscriber shall be solely responsible to pay (or shall promptly reimburse Company) for (a) all costs of any Provider as well as charges by the Company to modify, substitute or replace any communications equipment, technology, software, service or Provider (at Company's then prevailing rates on a time and material basis), and (b) any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any Change to or modification, substitution or replacement of the communications equipment, technology, service or Provider. Any claimed inadequacy or failure of the System, the communications equipment, technology, service or Provider must be immediately reported to Company or the Provider, as appropriate, for correction or repair service. When required, Subscriber shall be solely responsible for the connection of the System or any portion thereof to a fire alarm/life safety system.

10. **False Alarms.** In the event the System is activated for any reason whatsoever, the Subscriber shall (a) pay without recourse, or (b) reimburse Company for any fines, fees, costs, expenses and penalties assessed against Subscriber or Company by any court or governmental agency.

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

11. **Default of Subscriber.** In the event of any default by Subscriber, without limiting the rights of Company under this Agreement or at law or equity, Company shall be entitled to retain all prepayments received and Subscriber shall immediately pay to Company (a) all payments then due and payable, (b) all charges for labor, material and equipment incurred by Company due to such default based on a time and material basis at Company's then prevailing charges, and (c) fifty percent (50%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty; and Company shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Company is the substantially prevailing party by judgment, award, finding or settlement, Subscriber shall pay directly or reimburse Company for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.

12. **Binding Agreement; Applicable Law.** This Agreement becomes binding upon Company only (a) when signed by an authorized representative of Company, who must be a corporate officer if (i) there are any additions to the Agreement, or (ii) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (b) upon commencement of services. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties, and shall be governed by and construed according to the laws of Company's principal place of business without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

13. **Assignability of Agreement.** This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

14. **Finance and Late Charges.** A finance charge of one and one-third (1-1/3%) percent per month (sixteen (16%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. Subscriber shall also pay to Company an administrative fee (late charge) of five 5% percent of any payment due hereunder received by Company after the date on which such payment is due as liquidated damages and not as a penalty.

15. **No Waiver of Breach.** There shall be no waiver by Company of any breach of this Agreement unless specifically waived in writing by Company. If Company shall waive any breach by Subscriber, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

16. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel ("Operator") communicating electronically with First Responders or calling by telephone the telephone numbers supplied by Subscriber in writing for First Responders and persons identified by Subscriber as Subscriber's emergency contacts (the "Call List") within a reasonable period of time under the circumstances at the monitoring facility and the priority of the Signals which are identified in writing (hereinafter "Listed Codes") or video images which, in the Operator's sole and absolute discretion, clearly and conspicuously reveal the necessity for monitoring services appear on the Operator's computer screen at the monitoring facility or when voice communication requesting assistance is received by an Operator from Subscriber or from the Premises. No monitoring service shall be rendered for voice communication which does not request assistance or for video images which do not clearly and conspicuously reveal the necessity for monitoring service. In the event a Signal is received at the monitoring facility which is not a Listed Code, Subscriber agrees that Company's sole duty and obligation is for Company to log the Signal (the "Unlisted Code Policy").

If the Premises is located in a jurisdiction requiring a personal verified on-site response ("Verified Response") prior to dispatching a First Responder, it is Subscriber's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Subscriber only. You understand and agree that First Responders may not be dispatched or respond to your Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by Company unless there is independent confirmation of a burglary or fire at your Premises, e.g., an on-site witness' report that a point of entry exists or a fire exists.

Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or video images and prior to communicating electronically or by telephone to First Responders or the Call List, Company may, in its sole and absolute discretion and without any liability, attempt to telephone the Premises or attempt to contact Subscriber through telephone, electronic mail, text message or other similar means of communication at numbers or addresses provided by Subscriber in writing, as frequently as Company deems appropriate to verify the necessity to report the receipt of a Listed Code or video images to First Responders or the Call List, and (b) upon the receipt of an abort code or oral or electronic advice to disregard the receipt of a Listed Code or video images from any person at the Premises, Subscriber's representative or any of the personal contacts on the Call List, all of whom have Subscriber's authority and consent to direct Company to disregard receipt of a Listed Code, Company may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or the Call List or advise anyone previously notified of a Listed Code or video images of receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images.

Company's efforts to notify first responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications.

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Subscriber acknowledges and agrees that (i) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of Company and Subscriber has no rights whatsoever in any of the IP Property, and (ii) Company shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively, "Destruction") the IP Property at any time without notice to Subscriber; provided, that upon the written request of Subscriber, received prior to the Destruction of the IP Property, to retain any specific IP Property, Company shall use commercially reasonable efforts to store the specific IP Property as requested by Subscriber on the condition precedent that Subscriber pay all fees, costs and expenses related to any such request.

17. **Repair; Inspection; Maintenance; Takeover Systems.**

(a) If Subscriber has purchased repair services, repair services consist of providing all necessary labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding battery replacement, alarm screens, wiring, light bulbs, L.E.D.s, L.C.D.s, foil tape and obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(b) If Subscriber has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Subscriber's system, pursuant to the terms hereof, and Subscriber agrees to pay Company on a time and material basis at Company's then prevailing charges.

(c) If Subscriber has purchased inspection services, inspection service consists of providing all necessary labor and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed on or about the anniversary date of this Agreement conditioned on Subscriber contacting Company to schedule an appointment for such service.

(d) If Subscriber has purchased maintenance services, maintenance services consists of providing all labor necessary to inspect the visible parts of the System annually on or about the anniversary date of this Agreement or as otherwise agreed in writing, conditioned on Subscriber contacting Company to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(e) If the System is leased, upon receipt of notice from Subscriber of the necessity to service the System, Company agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(f) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. Company's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Subscriber's request to do so.

(g) It is understood and agreed by the parties that all service to the System shall be performed by Company only, but Subscriber agrees that Company's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Subscriber notifying Company of the necessity for such service. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide service at the Premises.

(h) Subscriber agrees that all repair, replacement, programming, reprogramming or modification to the System shall be performed by Company only. Unless this Agreement provides otherwise, all such service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(i) If the System is a takeover, in whole or in part, Company reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by ten (10) days written notice to you in the event Company determines, in its sole and absolute discretion, that the System is not in good operating condition or in good working order, that the System will not operate properly with the Services, that there have been excessive activations of the System, that the System has been abused or that the number of problems or cost of service has been or may become excessive and, upon termination by Company, Subscriber shall be entitled to reimbursement of the unearned charge paid for the then current period on request of Subscriber and this shall be the limit of Company's liability.

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18. **Inspection Services**

(a) Service for a fire alarm system consists of providing all necessary labor and testing equipment to visually observe and test the (i) detection devices of the System to determine whether each detection device generates a communication to the control unit(s) of the System; (ii) control unit(s) to determine whether each control unit generates a communication to the appropriate receiving unit(s) or appliance(s); and (iii) manually activated devices of the System, all in substantial compliance in all material respects with applicable law.

(b) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of Service or delay in performing Service. All Service shall be performed at a mutually agreeable date and time, during Company's normal business hours excluding Saturdays, Sundays and holidays.

(c) It is understood and agreed by Subscriber that all Service to the System shall be performed by Company only. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide Service at the Premises.

(d) It is understood and agreed by Subscriber that in the event Company identifies a defect or problem with the System or any test or inspection, Company's sole duty is to advise Subscriber's representative of the defect or problem. Under no circumstances shall Company have any duty or obligation to repair, replace, correct or notify any other person of any such defect or problem.

19. **Video Systems.** If the System records and/or transmits video images and/or audio, electronic or the other forms of communication, Subscriber represents, warrants, covenants and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security surveillance and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

Subscriber understands and agrees that (i) a video and/or audio system enables Subscriber and/or Company to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Subscriber hereby agrees, authorizes and consents to Company recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Company is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Company shall be deemed to be subject to paragraph number 1 of the Agreement.

20. **Remote Programming Services.** Subscriber hereby authorizes and consents to Company inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Company's office or monitoring facility.

21. **Suspension of Service.** Subscriber agrees that Company's obligations hereunder are waived automatically without notice and Subscriber releases Company for all loss, damage and expense in the event of (i) a default or breach of this Agreement by Subscriber, (ii) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever, or (iii) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, governmental orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of Company ("Force Majeure"), for the duration of such interruption of service, and Subscriber shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Subscriber and this shall be the limit of Company's liability. During any interruption of Services for any reason including, without limitation, Force Majeure, the Company has no duty, obligation or liability to supply Subscriber with alternative or substitute services.

22. **Duties of Parties When Equipment Required By Third Parties.** Notwithstanding anything contained herein to the contrary, upon receipt of written notice from Subscriber, Subscriber's insurance company or other authority having jurisdiction, Company agrees to furnish and install all material and equipment required and Subscriber shall pay Company for all such costs on a time and material basis at Company's then prevailing charges.

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23. **LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO SUBSCRIBER).**

(A) COMPANY HEREBY WARRANTS TO SUBSCRIBER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, COMPANY SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO SUBSCRIBER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

(B) EXCEPT AS SET FORTH IN PARAGRAPH A, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

(C) THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, OR DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE, ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SUBSCRIBER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

24. **Company Duty Concerning Property of Others.** Subscriber agrees that Company has no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber, the communications provider or others ("Property"). If Company provides service to Property, Subscriber agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Subscriber shall pay for such service on a time and material basis at Company's then prevailing charges.

25. **Contractual Limitation of Actions.** All claims, actions or proceedings, legal or equitable, against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

26. **Integrated Agreement; Valid Agreement; Modifications.** This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, Company shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Subscriber. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

27. **Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Subscriber, all sales, leases, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.

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

28. **Right to Subcontract.** Company may subcontract for the provision of services under this Agreement. Subscriber acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to Subscriber, and bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Company. Any subcontractor and Company are each independent contractors (not partners or joint ventures).

29. **Consent to Intercept, Record, Disclose And Use Contents of Communications.** Subscriber, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually and collectively, "Any Person"), hereby consents to Company, in the ordinary course of its business, recording, reviewing, copying and using the contents of all telephone, video, oral, electronic, internet, broadband and other forms of transmission or communication to which Subscriber and/or Any Person and Company are parties.

30. **Consent to Communication to Others.** Subscriber hereby irrevocably authorizes and consents to Company communicating with U.L. (as necessary or appropriate) and Subscriber's insurance company and/or broker in connection with this Agreement and/or the relationship between Company and Subscriber arising out of or from or as a result of this Agreement; provided, that Company shall not be obligated or required to communicate with any other person or entity including, without limitation, U.L. and Subscriber's insurance company or broker, and all such communication shall be in Company's sole and absolute discretion; provide, further, that all such communications or failures to communicate shall not result in any liability of Company or Representatives. No third-party including, without limitation, U.L. and Subscriber's insurance company and broker are third-party beneficiaries of this section.

31. **Prior Agreements With Others.** Subscriber represents and warrants that (a) his/her/its cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Subscriber agrees to protect, defend, indemnify and hold harmless Company and Representatives from and against and pay (without any condition that Company or Representatives first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation, attorneys' fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Subscriber's breach of this representation and warranty.

32. **Subscriber's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (i) any pass-through cost increases, or (ii) any state or Federal statute or regulation, or (iii) any trade union jurisdictional dispute results in Company incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Subscriber hereby consents and authorizes Company to incur such increased or extra expense on behalf of and for the account of the Subscriber, and Subscriber shall pay Company for all such costs incurred by Company.

33. **Environmental Considerations.** Subscriber acknowledges and agrees that any duty or obligation of Company or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra hazardous or dangerous activity or any hazardous substance ("Environmental Considerations"), or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, Company may elect, in its sole and absolute discretion and without any liability whatsoever, to (i) terminate this Agreement pursuant to the paragraph titled "Default of Subscriber", or (ii) affirm this Agreement. If Company affirms this Agreement, Subscriber shall (a) immediately remove all Environmental Considerations at Subscriber's sole cost and expense and (b) pay Company for all increased costs to perform this Agreement.

34. **U.L. Certified Systems.** In the event the System is U.L. certificated, Subscriber shall pay Company's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and Company dispatches an agent, Subscriber shall pay Company's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications for the certificate issued, Company agrees, upon receipt of written consent of Subscriber, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Subscriber shall pay all costs thereof at Company's then prevailing charges.

35. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

36. **Credit Investigation Report.** Subscriber authorizes and consents to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.

37. **Right to Notice and Cure.** In the event of any breach of this Agreement by Company, Subscriber agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue unabated and Company shall not be liable to Subscriber for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

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

38. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. **EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.**

39. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon the written request of Subscriber, refund any unearned service charges. If the termination is for a monetary default, Subscriber understands and agrees that Company shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.

40. **Company as Agent.** Subscriber hereby appoints Company as Subscriber's exclusive agent for the term of this Agreement with the authority to act on Subscriber's behalf for all purposes under this Agreement including, without limitation, communicating with any monitoring facility related to the System and Services.

41. **Internet Services.** Company hereby grants to Subscriber a non-exclusive, non-transferable license to use the Company's portal via the internet to access, input, delete and modify Information through the internet. Except for Subscriber's (a) failure to keep confidential all Information, passwords, etc., (b) use of the license or the Information in any manner that negatively affects Company, (c) use of the license or the Information for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. Subscriber shall be solely and absolutely responsible for the Information which it inputs, deletes or modifies. Subscriber agrees that upon termination of this Agreement or termination or suspension of the license by Company, Company may immediately, and without notice, disable Subscriber's access to the portal via the internet and cancel all passwords or other access codes.

42. **Cross-Default.** In the event Company and Subscriber are parties to any other agreement, Subscriber acknowledges and agrees that a default by Subscriber under this Agreement or any other agreement between the parties shall be deemed to be a default by Subscriber under all such agreements between the parties permitting Company to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of Company.

43. **Email Notice.** In the event Subscriber elects to receive automatic email notice of certain System events, e.g., the arming or disarming of the System, Subscriber acknowledges, understands and agrees that (I) any such notice is conditioned on (a) receipt of the data at Company's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the internet, and (c) any failure, malfunction or delay in processing or transmitting the data by Company's equipment or software, and (II) Company is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including Company's or Representative's sole, joint or several negligence of any kind or degree.

44. **Electronic Media.** Subscriber authorizes Company to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Subscriber agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

45. **Execution in Counterparts and by Facsimile or Electronically.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

46. **Authorization.** Company and Subscriber each represent and warrant to the other party that (i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

47. **Consent to Call Subscriber and Call List.** Subscriber, for him/her/it self and as the authorized agent of Subscriber's employees and each person on the Call List from time-to-time, consents to Company (i) calling each such person's cell phone or other mobile device; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies Company that he/she opts out of this clause (iii)).

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



48. **Applications.** If Subscriber has subscribed to an application (an “App”), Subscriber understands and agrees that (i) the App was developed by a third-party App developer, not Company; (ii) as a condition of downloading and using the App Subscriber must first agree to and continue to comply with the terms of an end-user license agreement (“EULA”); (iii) the EULA is between Subscriber and the App developer only; (iv) the App developer, not Company, is solely responsible for the App; (v) Company disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Subscriber and related to the App or Subscriber’s use of the App; and (vi) as between Subscriber and Company, Company is a third-party beneficiary of the EULA.

49. **Statutory Notices.**  
**NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

13.E. Purchase from Electric Pump in the amount of \$10,346.33 for emergency pump replacement for sewer lift station.





INVOICE		
DATE	NUMBER	PAGE
12/9/2024	028124	1 of 1

REMIT PAYMENT TO:  
 4280 E 14TH ST  
 DES MOINES, IA 50313

B COC093  
 I CITY OF COLUMBUS WWTP  
 L 2419 14TH ST  
 L COLUMBUS, NE 68601-5010  
 T  
 O

S CITY OF COLUMBUS WWTP  
 H 2419 14TH ST  
 I COLUMBUS, NE 68601--5010  
 P  
 T  
 O

ATTENTION: 402-276-9733 KRIS GERNSTEIN Kris.Gernstein@columbusne.us

CUSTOMER REF/PO #	JOB #	JOB TITLE	SLP	SHIPPING TYPE	TERMS	
KRIS-verbal	0504116	COLUMBUS - DISCOVER LS, FLYGT3085 RPL	JG/TRG	EP DELIVER	NET 30	
QUANTITY		UM	PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED
B/O	Ship					
0.00	1.00	EA	30850700001	FLYGT,PUMP,NON-CLOG NP462-3 3/460/3 50FT FM FLS FV Cust Part SN: 2460085 Serial: 1450058 FREIGHT CHARGES	\$9,972.00	\$9,972.00
						\$374.33

<p>*A 1.5% late charge will be added to accounts over 30 days.</p> <p>*Credit Card Payments over \$5,000.00 are subject to an additional 3% convenience charge.</p> <p>*All return goods must have written approval from Electric Pump before returning. Credit will not be issued without written approval; if applicable, there will be a Restock Fee.</p>	<p><b>SUBTOTAL:</b> \$ 10,346.33</p> <p><b>TAX:</b> \$ 0.00</p> <p><b>TOTAL:</b> \$ 10,346.33</p>
--	---

4280 E 14th Street, Des Moines, IA 50313-2604  
 201 4th Ave SW New Prague, MN 56071-2347

\* Telephone 515-265-2222  
 \* Telephone 952-758-6600

13.F. Authorization to sell surplus fill sand for \$3 per yard.



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

**14. RESOLUTIONS**

14.A. Resolution No. R24-147 amending Collective Bargaining Agreement with the International Association of Fire Fighters, Local No. 1575 to include a second personal holiday and annual sick leave payout.

DRAFT

**RESOLUTION NO. R24-147**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A SECOND AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT EFFECTIVE OCTOBER 1, 2023, THOROUGH SEPTEMBER 30, 2027, WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 1575, 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, the City of Columbus and the International Association of Fire Fighters, Local No. 1575, entered into a Collective Bargaining Agreement for October 1, 2023, through September 30, 2027; and

WHEREAS, that Collective Bargaining Agreement was approved via Resolution No. R23-149; and

WHEREAS, the City and the International Association of Fire Fighters, Local No. 1575, wish to amend Article 15 of the aforementioned agreement to add a second personal holiday and Article 19 of the aforementioned agreement to add language relevant to annual sick leave payout; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Second Amendment to the Collective Bargaining Agreement for October 1, 2023, through September 30, 2027, with the International Association of Fire Fighters, Local No. 1575, as set forth herein, and a copy of which is attached hereto and incorporated herein by this reference, is approved; and, the Mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM:

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

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

**SECOND AMENDMENT TO:  
THE 2023-2027 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY  
OF COLUMBUS AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL NO. 1575**

THIS SECOND AMENDEMNT to the 2023-2027 Collective Bargaining Agreement between the City of Columbus (hereinafter referred to as “Employer”) and the International Association of Firefighters Local No. 1575 (hereinafter referred to as “Union”) is entered into by the parties.

WHEREAS, Union and Employer entered into the 2023-2027 Collective Bargaining Agreement dated on or about November 6, 2023 (hereinafter referred to as “Underlying Agreement”); and

WHEREAS, Union and Employer amended the Underlying Agreement previously on or about October 7, 2024, which said amendment is evidence by Resolution No. R24-114 of the City of Columbus; and

WHEREAS, Union and Employer desire to again amend (i.e., a second amendment) the terms of the Underlying Agreement as more particularly set forth herein; and

WHEREAS, this second amendment is necessary as to add a second personal holiday and to add language relevant to annual sick leave payout.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and stipulate as follows:

1. That ARTICLE 15 HOLIDAYS of the Underlying Agreement is hereby amended, revised, and replaced, and shall now state and read as follows:

HOLIDAYS

Holiday Leave: The following days shall be City holidays:

New Year’s Day	January 1
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday Following	Fourth Friday in November
Christmas	December 25

2 Personal Holiday (24 hours) \*

*\*If this holiday is not recorded on a time sheet before the end of the calendar year, it will be forfeited.*

In addition, an employee may take two hours of religious leave one day a year to attend a religious observance of their faith.

All holidays will be observed on the calendar date upon which it falls, including Saturdays and Sundays, for the purpose of paying holiday compensation.

Holiday compensation for each active employee shall be 12 hours of overtime pay for the observed holiday, whether or not they are scheduled to work on the holiday. The Personal Holiday compensation for each active employee shall be 24 hours.

2. That ARTICLE 19 SICK LEAVE of the Underlying Agreement is hereby amended, revised, and replaced, and shall now state and read as follows:

#### SICK LEAVE

Section 1-Accumulation: All full-time employees in the bargaining unit shall accumulate sick leave benefits at the rate of 18.63 hours per month on a calendar year basis, up to a maximum accumulation of 1800 hours. The City will also allow Full-time regular employees to accumulate over the one thousand eight hundred (1,800) hours of sick leave only for the following purpose. Employees may continue to accumulate over one thousand eight hundred (1,800) hours each calendar year until the second payday in January. If any Full-time regular employees have more than the maximum of one thousand eight hundred (1,800) hours at this time, 25% of the sick leave hours exceeding the maximum shall be paid to the employee. Any employee who has accumulated over the maximum for this purpose will have their hours reduced to the maximum at the time of the annual payout. Any sick leave accrual over one thousand eight hundred (1,800) hours shall not be used for any other purpose.

3. That any and all other terms and conditions of the Underlying Agreement, and the First Amendment, which are not expressly altered or amended as provided for in this Second Amendment, shall remain in full force and effect and be applicable to the parties.

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

AGREED TO AND EXECUTED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024, BY THE CITY OF COLUMBUS, NEBRASKA:

\_\_\_\_\_  
MAYOR

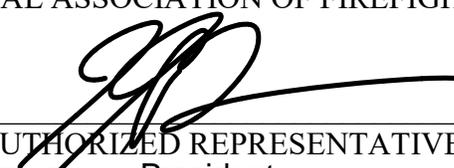
ATTEST:

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

APPROVED AS TO FORM:

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

AGREED TO AND EXECUTED ON THE 12 DAY OF December, 2024, BY THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1575:

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
TITLE: President

14.B. Resolution No. R24-148 amending the Cemetery Rules and Regulations for Columbus and Roselawn Cemeteries.

**RESOLUTION NO. R24-148**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE CEMETERY RULES AND REGULATIONS FOR COLUMBUS AND ROSELAWN CEMETERIES TO CHANGE THE REIMBURSEMENT AMOUNT FOR SELLING SPACES BACK TO THE CITY OF COLUMBUS, ALLOW FOR SERVICE ANIMALS IN THE CEMETERIES, AND REGULATE THE SIZE OF MARKERS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

WHEREAS, the City of Columbus wishes to amend the rules and regulations for Columbus and Roselawn Cemeteries by changing the reimbursement amount for selling spaces back to the City of Columbus, allowing for service animals in the cemeteries, and regulating the size of markers.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the amended rules and regulations for Columbus and Roselawn Cemeteries, a copy of which is attached hereto, 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 parts thereof in conflict herewith.

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

PASSED AND ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_



## RULES AND REGULATIONS FOR COLUMBUS AND ROSELAWN CEMETERIES COLUMBUS, NEBRASKA

I.     **HOURS:** The cemeteries shall be open to visitors between the hours of 9:00 a.m. and 5:30 p.m. November 1st through March 31st and from 7:00 a.m. to 8:00 p.m. April 1st through October 31st.

II.    **CUSTODIAN DUTIES:** The cemetery supervisor shall be the custodian of the cemeteries and shall uniformly maintain the cemeteries in a neat and careful manner.

The planting, care, and removal of trees, shrubs, flowers, or any other plants shall be done by the cemetery supervisor under the direction of the public property director.

The cemetery supervisor shall have charge over the opening and closing of graves and shall supervise the construction of all foundations for monuments and markers according to the specifications as hereinafter provided.

The cemetery supervisor shall have full power and authority to enforce all rules and regulations adopted by the Columbus City Council. All persons entering the cemeteries shall comply with such rules and regulations and ordinances of the City with respect thereto.

III.   **INTERMENTS:** No interments shall be held on Sundays, in inclement weather at the discretion of the cemetery supervisor, or the following holidays as observed by the City: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. If any said holiday falls on a Saturday, it shall be observed on the preceding Friday. If any said holiday falls on a Sunday, it shall be observed on the following Monday.

Funeral parties shall be in the cemetery for burials by 4 p.m. Monday through Friday and by 12 noon on Saturday.

Cremation interments will be limited to two cremations per traditional burial space and one cremation per cremation burial space.

Only one cremation burial will be allowed in the same space with a traditional burial. The traditional burial shall take place first unless approved by the cemetery supervisor.

IV.    **TITLE OF LOTS:** Upon the purchase of a burial space, a certificate of ownership shall be issued to the purchaser and the owner shall be vested with the title to the tract of space therein described but for the sole purpose of interment and subject to all rules and regulations of the City now in force or hereinafter adopted.

Burial spaces cannot be transferred without the consent of the City nor can use, division, improvement, or adornment be made which may be prohibited or deemed improper. Upon the death of the owner or part owner of a space, the heirs or devisees of such decedent are required to submit to the City, full legal proof of their ownership, which shall be recorded in the city clerk's office. Without such proof and record, the right of ownership will not be recognized by the City of Columbus. Owners may resell their burial spaces with the consent of the City and payment of a transfer fee as established by resolution of the City Council. Said change of ownership must be recorded in the city clerk's office or the right of ownership will not be recognized by the City of Columbus. If an owner resells his or her burial spaces to the City of Columbus, the City will purchase the burial space(s) for an amount established by resolution of the City Council. In the case of abandonment of lots, ownership shall revert to the City of Columbus, as provided by law.

**V. VAULTS OR TOMBS:** Vaults or tombs may be erected, provided they are so constructed as to be secure from damage from the elements. They shall be built of durable material and fitted with catacombs in a tight and substantial manner, which shall be sealed with hard brick, granite, marble, or stone, laid in cement immediately after the deposit of the bodies therein, and the entrance provided with one or more metal doors. Plans must be submitted to the cemetery supervisor and approved by the city engineer before work commences. Permission to build public or private vaults above ground will be given only for those portions of the cemeteries which may be reserved for that purpose or at locations designated by the cemetery supervisor when application is made. The construction of underground vaults or tombs which extend to or above the surface of the ground are not allowed unless approved by the cemetery supervisor.

**VI. REGULATIONS GOVERNING VISITORS AND BURIAL SPACE OWNERS:** No person shall enter the cemeteries except through one of the main gates and then only when such gates are unlocked. All persons shall leave promptly before closing hours. Persons entering the cemeteries before or after regular hours will be considered trespassers and may be prosecuted as such.

Only service animals are allowed in the cemeteries. All such animals must be on a leash at all times and owners are responsible to immediately clean up after them. All other animals are prohibited.

No loud or boisterous language or indecent conduct will be permitted.

All vehicles must obey the posted speed limit, be kept on the established roads, and shall not attempt to turn around in the roadways.

Fences, copings, hedges, or any other enclosures around or within lots are not permitted. Chairs, benches, or seating of any kind are not to be left anywhere within the cemeteries.

No flower pots, vases, or other containers shall be used or left on the lots except small portable ones. The cemetery supervisor may remove and destroy any such articles, funeral designs, or flower pieces which tend to give the cemeteries an untidy appearance or become unsightly. Flower vases shall be limited to one vase per burial space. No shepherd staffs are allowed.

The cemetery supervisor shall have authority to prohibit vehicles from the cemeteries when it is unusually crowded or when other circumstances may require.

Picking of flowers or breaking or injuring trees, shrubs, or plants is prohibited.

The injuring or defacing of any marker or monument is prohibited.

Leaving rubbish or refuse anywhere within the cemeteries is prohibited.

All reusable decorations not in permanent vases must be removed from the cemeteries prior to the first day of spring each year or by a date determined by the cemetery supervisor. Cemetery personnel will remove all decorations not in permanent vases on the first day of spring each year.

All reusable Memorial Day decorations not in permanent vases must be removed from the cemeteries prior to the first Monday following Memorial Day. Cemetery personnel will remove all decorations not in permanent vases on the first Monday following Memorial Day.

**VII. FEES:** The costs for opening and closing of graves, burial spaces, and all other fees associated with Columbus and Roselawn Cemeteries shall be established by resolution of the City Council.

**VIII. FOUNDATIONS, MONUMENTS, AND MARKERS:** The cemetery supervisor shall supervise the construction of all foundations in accordance with all specifications approved by the City. Any deviation from the specifications must be submitted in writing to the cemetery supervisor for approval. All monument companies are required to contact the cemetery supervisor prior to setting any marker. Approved materials for markers are granite, marble, bronze, and stone. The size of each marker must conform to those already in place in each individually marked section of the cemetery. Any deviation from these materials or size of marker must be approved by the cemetery supervisor. Only one marker is allowed on a single burial space except when a second marker can be placed on an existing marker or when a cremation is placed in with an existing burial, in which case, said marker must be the flush type and installed so that the face or

upper surface is flush with the level of the ground. No permanent vase will be allowed on a second marker. The City shall not be liable for any damage to the second marker when a cremation is placed in with an existing burial.

**IX. SPECIAL RULES FOR ROSELAWN CEMETERY AND MEMORIAL SECTION OF COLUMBUS CEMETERY:**

The Memorial Section of Columbus Cemetery shall be landscaped according to plans adopted by the City.

The erection of monuments and mausoleums is prohibited.

Only grave markers which conform to the following regulations and specifications will be permitted.

**TYPE:** All grave markers must be the flush type and so installed that the face or upper surface is flush with the level of the ground.

**SIZE:** The single markers shall be of uniform size with the exposed surface to be approximately one foot wide by two feet long unless approved by the cemetery supervisor. All companion markers shall be of uniform size with the exposed surface to be approximately one foot wide by three feet long unless approved by the cemetery supervisor.

**LOCATION:** Only one single marker may be placed at any grave and shall be placed on the lot lines or grave lines and in the center of the burial space. Companion markers will be permitted provided they serve no more than two burial spaces and shall be placed at the head of the grave and centered between the two burial spaces. Companion markers shall not be set in concrete until the second interment is made and then shall be set so as to comply with the regulations governing the setting of markers.

## RULES AND REGULATIONS FOR COLUMBUS AND ROSELAWN CEMETERIES COLUMBUS, NEBRASKA

I. **HOURS:** The cemeteries shall be open to visitors between the hours of 9:00 a.m. and 5:30 p.m. November 1st through March 31st and from 7:00 a.m. to 8:00 p.m. April 1st through October 31st.

II. **CUSTODIAN DUTIES:** The cemetery supervisor shall be the custodian of the cemeteries and shall uniformly maintain the cemeteries in a neat and careful manner.

The planting, care, and removal of trees, shrubs, flowers, or any other plants shall be done by the cemetery supervisor under the direction of the public property director.

The cemetery supervisor shall have charge over the opening and closing of graves and shall supervise the construction of all foundations for monuments and markers according to the specifications as hereinafter provided.

The cemetery supervisor shall have full power and authority to enforce all rules and regulations adopted by the Columbus City Council. All persons entering the cemeteries shall comply with such rules and regulations and ordinances of the City with respect thereto.

III. **INTERMENTS:** No interments shall be held on Sundays, in inclement weather at the discretion of the cemetery supervisor, or the following holidays as observed by the City: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. If any said holiday falls on a Saturday, it shall be observed on the preceding Friday. If any said holiday falls on a Sunday, it shall be observed on the following Monday.

Funeral parties shall be in the cemetery for burials by 4 p.m. Monday through Friday and by 12 noon on Saturday.

Cremation interments will be limited to two cremations per traditional burial space and one cremation per cremation burial space.

Only one cremation burial will be allowed in the same space with a traditional burial. The traditional burial shall take place first unless approved by the cemetery supervisor.

IV. **TITLE OF LOTS:** Upon the purchase of a burial space, a certificate of ownership shall be issued to the purchaser and the owner shall be vested with the title to the tract of space therein described but for the sole purpose of interment and subject to all rules and regulations of the City now in force or hereinafter adopted.

Burial spaces cannot be transferred without the consent of the City nor can use, division, improvement, or adornment be made which may be prohibited or deemed improper. Upon the death of the owner or part owner of a space, the heirs or devisees of such decedent are required to submit to the City, full legal proof of their ownership, which shall be recorded in the city clerk's office. Without such proof and record, the right of ownership will not be recognized by the City of Columbus. Owners may resell their burial spaces with the consent of the City and payment of a transfer fee as established by resolution of the City Council. Said change of ownership must be recorded in the city clerk's office or the right of ownership will not be recognized by the City of Columbus. If an owner resells his or her burial spaces to the City of Columbus, ~~with the original deed~~, the City will purchase the ~~lots or~~ burial space(s) ~~for one-half of the original price on said deed. If no original deed is available, the City will purchase the lots or burial spaces~~ for an amount established by resolution of the City Council. In the case of abandonment of lots, ~~the title thereto~~ownership shall revert to the City of Columbus, as provided by law.

- V. **VAULTS OR TOMBS:** Vaults or tombs may be erected, provided they are so constructed as to be secure from damage from the elements. They shall be built of durable material and fitted with catacombs in a tight and substantial manner, which shall be sealed with hard brick, granite, marble, or stone, laid in cement immediately after the deposit of the bodies therein, and the entrance provided with one or more metal doors. Plans must be submitted to the cemetery supervisor and approved by the city engineer before work commences. Permission to build public or private vaults above ground will be given only for those portions of the cemeteries which may be reserved for that purpose or at locations designated by the cemetery supervisor when application is made. The construction of underground vaults or tombs which extend to or above the surface of the ground are not allowed unless approved by the cemetery supervisor.

VI. **REGULATIONS GOVERNING VISITORS AND ~~LOT~~ BURIAL SPACE OWNERS:**

No person shall enter the cemeteries except through one of the main gates and then only when such gates are unlocked. All persons shall leave promptly before closing hours. Persons entering the cemeteries before or after regular hours will be considered trespassers and may be prosecuted as such.

~~No animals are allowed in the cemeteries. Only service animals are allowed in the cemeteries. All such animals must be on a leash at all times and owners are responsible to immediately clean up after them. All other animals are prohibited.~~

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The injuring or defacing of any marker or monument is prohibited.

Leaving rubbish or refuse anywhere within the cemeteries is prohibited.

All reusable decorations not in permanent vases must be removed from the cemeteries prior to the first day of spring each year or by a date determined by the cemetery supervisor. Cemetery personnel will remove all decorations not in permanent vases on the first day of spring each year.

All reusable Memorial Day ~~wreaths and flowers~~decorations not in permanent vases must be removed from the cemeteries prior to the first Monday following Memorial Day. Cemetery personnel will remove all decorations not in permanent vases on the first Monday following Memorial Day.

**VII. ~~CHARGES FOR GRAVES AND BURIAL SPACES FEES~~:** The costs for opening and closing of graves, burial spaces, and all other fees associated with Columbus and Roselawn Cemeteries shall be established by resolution of the City Council.

**VIII. FOUNDATIONS, MONUMENTS, AND MARKERS:** The cemetery supervisor shall supervise the construction of all ~~monument~~ foundations in accordance with all specifications approved by the City. Any deviation from the specifications must be submitted in writing to the cemetery supervisor for approval. All monument companies are required to contact the cemetery supervisor prior to setting any stonemarker. Approved materials for markers are granite, marble, bronze, and stone. The size of each marker must conform to those already in place in each individually marked section of the cemetery. Any deviation from these materials

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**IX. SPECIAL RULES FOR ROSELAWN CEMETERY AND MEMORIAL SECTION OF COLUMBUS CEMETERY:**

The Memorial Section of Columbus Cemetery shall be landscaped according to plans adopted by the City.

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Only grave markers which conform to the following regulations and specifications will be permitted.

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14.C.Resolution No. R24-149 approving lease agreement with Lance Lehr for land at Columbus Municipal Airport. (Board of Airport Commissioners recommends approval contingent on the sale of hangar from Mutual Flyers being finalized by December 31, 2024.)

DRAFT

**RESOLUTION NO. R24-149**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A TEN-YEAR LAND LEASE AGREEMENT WITH LANCE LEHR FOR HANGAR SPACE AT COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

WHEREAS, Lance Lehr has requested space at Columbus Municipal Airport; and

WHEREAS, a land lease agreement has been negotiated with Lance Lehr and has been reviewed and recommended by the Columbus Board of Airport Commissioners for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the ten-year land lease agreement with Lance Lehr for hangar space at Columbus Municipal Airport, a copy of which is attached hereto, is 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 parts thereof in conflict herewith.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

The City of **Columbus**

**MEMORANDUM**

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**DATE:** 11/8/2024  
**FROM:** Ross Niedbalski  
**TO:** Tara Vasicek, City Administrator  
**Subject:** Lance Lehr Land Lease

**RECOMMENDATION:** I recommend the approval of the Land Lease with Lance Lehr for the hangar being purchased from Mutal Flyers LLC. (Gene Overturf) This lease will be contingent on the closing of said sale.

**Discussion:** Gene Overturf has opted to sell his hangar located at the Columbus Municipal Airport to Lance Lehr. This new lease will be with Lance Lehr for an initial term of 10 years. The rate for the lease will be based off of the current fee schedule for the airport with amendments of the rate when the fee schedule is updated.

**SIGNATURE:**

By: Ross Niedbalski  
Ross Niedbalski, Airport Manager

Approved By: Tara Vasicek  
Tara Vasicek, City Administrator

## LAND LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as "Lease") is made and entered into effective January 1, 2025, between the City of Columbus, Nebraska (hereinafter referred to as "Lessor") and Lance Lehr (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor herein is the owner of Columbus Municipal Airport located in Platte County of the State of Nebraska (hereinafter referred to as the "Airport"); and

WHEREAS, Lessor agrees to lease unto Lessee a parcel of land at the Airport described herein, together with certain privileges, rights, uses, and interests therein, as hereinafter set out; and

WHEREAS, Lessee proposes to lease on a net basis from Lessor the Airport ground area described below and shown on "Exhibit A" attached and incorporated hereto; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain, and improve said ground in accordance with standards established by Lessor (which may be amended from time to time), if granted a lease of sufficient term on said ground area.

NOW, THEREFORE, it is agreed by and between the parties as follows:

### ARTICLE I: PREMISES AND PRIVILEGES

- A. DESCRIPTION OF LEASED PREMISES. Lessor hereby leases to Lessee, the below described premises (hereinafter referred to as the "Leased Premises"). Lessor warrants and represents that it is the owner of the Leased Premises, with appurtenances, described as follows:

A tract of land located in the NW<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub> of Sec. 17-T 17 N-RIE of the 6th P.M., Platte County, Nebraska, more particularly described by referring to the Northeast corner of said NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> of Sec. 17; thence South along the East line of said NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> of Sec. 17, whose assumed bearing is S00° 00' E, a distance of 684.75' feet, more or less, to a point on the center line of the NE/SW taxiway from the apron area of the Columbus Municipal Airport; thence S 60° 03' 12 W" along said NE/SW taxiway, a distance of 126.95' feet, more or less, to the center line of the North-South taxiway West of the apron area, thence N00° 00'E a distance of 185' feet to a point; thence N90° 00'W a distance of 65' feet to the point of beginning; thence continuing 90° 00'W, a distance of 120' feet to a point; thence N 00° 00'E, a distance of 80' feet to a point; thence N90° 00'E a distance of 120' feet to a point; thence S00° 00'E a distance of 80' feet, to a point of beginning and containing 0.22 acres, more or less.

The location of the leased premises is shown on Exhibit "A", all of which is attached hereto

and made part hereof.

Lessee may generally use all other public airport facilities and improvements of a public nature which are now, or may hereafter be, connected with or appurtenant to the Airport, except as may be hereinafter provided.

For the purpose of this Lease, "public airport facilities" shall include all necessary landing area appurtenances, including, but not limited to: approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational aids, lighting facilities, or other public elements appurtenant to the Airport.

The Granting of this Lease and its acceptance by Lessee is conditioned upon the following: It is mutually agreed that the right to use said airport facilities in common with others authorized to do so shall be exercised subject to, and in accordance with Columbus Municipal Airport Rules and Regulations (as may be amended from time to time), the laws of the United States of America and the State of Nebraska, and the rules and regulations promulgated by their authority of any department or agency thereof with reference to aviation and air navigation, and in accordance with all reasonable and applicable rules, policies, regulations, and ordinances of Lessor now in force or hereafter prescribed.

- B. RIGHTS, PRIVILEGES, AND INTERESTS. In addition to the general rights, privileges, uses, and interests attached to the Leased Premises, and without limiting the generality thereof, the following particular rights, privileges, uses, and interests are given to Lessee:
- (1) Loading and unloading of aircraft in any lawful and approved private aviation activity.
  - (2) Maintenance, storing, and servicing of any aircraft owned, leased, rented, and/or managed by Lessee for use in the conduct of its business. Maintenance and servicing aircraft shall include over-hauling, rebuilding, repairing, inspecting, and licensing.
  - (3) Use of said public airport facilities and navigational aids and facilities relating thereto for purposes of non-commercial landing, takeoffs, and taxiing of aircraft.
  - (4) Use of and a right of ingress to and egress from the Leased Premises without charge, except the considerations set forth herein.
  - (5) Provide for the location, construction, erection, and maintenance of preapproved improvements upon the Leased Premises, in any lawful manner, for the purpose of carrying out any of the activities provided for herein; subject however, to the conditions herein generally or particularly set forth. All improvements must be preapproved by Lessor prior to installation.

## ARTICLE II: OBLIGATIONS OF LESSOR

- A. Lessor covenants that it has good title to the Airport free and clear of all liens and encumbrances having priority over this Lease, has full right and authority to lease the same as herein set forth, that all things have happened and been done to make its granting of said Lease effective, and warrants to Lessee peaceful possession and quiet enjoyment of the Leased Premises during the term hereof upon performance of Lessee's covenants herein.

- B. Lessor covenants and agrees during the term hereof to operate and maintain the Airport and its facilities as a public airport. Thereafter, Lessor may, but shall not be obligated to, maintain the Airport under the terms of this Lease. In the event, however, that the Airport should be abandoned during the term of this Lease, all rental fees, future fees, and charges shall cease and thereby be discontinued.
- C. It is further agreed that Lessor shall have the right to install, and shall without cost to Lessee, maintain in the area of the Leased Premises, water, sewer, fiber optic cable, and electric lines with a capacity sufficient to serve the Leased Premises.
- D. Lessor agrees to keep the general service lines for water, sewer, and electricity operational during the term of this Lease at no expense to Lessee and Lessee shall have the right to hook to the same at Lessee's expense. All services of the Leased Premises shall be installed by Lessee upon approval of application for the same in accordance with the plans furnished to Lessor and the specifications attached to Exhibit "A". All required hookup fees or charges, as well as monthly service charges, shall be at Lessee's expense.
- E. Lessor hereby agrees to provide maintenance for the concrete areas around the Leased Premises, including plowing and/or removal of snow.

#### ARTICLE III: OBLIGATIONS OF LESSEE

- A. Lessee agrees that the Leased Premises shall be maintained in a presentable condition consistent with good business practices and equal in appearance and character to other similar improvements at the Airport. This specifically includes maintenance of the area surrounding the building. If maintenance by Lessee is not done satisfactorily to Lessor, then Lessor, after giving Lessee a seven-day notice, may perform the maintenance and charge Lessee for said costs and expenses incurred for said maintenance.
- B. Lessee and its tenants, employees, agents, and servants shall obey the rules and regulations of the Columbus Municipal Airport, as may be promulgated and amended from time to time, or its authorized agents in charge of the Airport, to insure the safe and/or orderly conduct of operations and traffic to, from, or upon the Leased Premises. Lessee and its tenants (if tenants were preapproved by Lessor in writing) will be required to obey such rules and regulations as may from time to time be promulgated by the United States of America or any department or agency thereof and the State of Nebraska for like purposes.
- C. Lessee agrees that any structure or improvement to be placed on the Leased Premises will only be done with prior written authorization of Lessor.
- D. Lessee shall not use the Leased Premises for any commercial purposes.

#### ARTICLE IV: TERM OF LEASEHOLD

- A. The term of this Lease shall be for a period of ten (10) years, commencing January 1, 2025.

The right of the first refusal is defined for the purpose of this agreement as meaning that Lessor, at the end of any lease period, shall not lease the Leased Premises to any person or entity for a price equal to or less than an amount which Lessee is willing and able to pay.

- B. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the terms of this Lease shall be extended by the length of the term of such suspension, or Lessee shall have the right to terminate this Lease as provided herein.
- C. Lessor agrees to give Lessee the first right to lease as set forth in Article X of this Lease.

#### ARTICLE V: RENTALS

- A. For the gross land area leased to Lessee as shown on Exhibit "A" including any area for private aprons and buildings therein, as defined in Article I, a gross rental of \$2,880 per year shall be paid to Lessor by Lessee.
- B. The rental rate provided above shall be paid annually, in advance, with the first payment to be made on January 1, 2025, and by January 1st each year thereafter.
- C. Lessee hereby specifically acknowledges and agrees that at any time the annual sum and rental amounts set forth in this Article of this Lease may be reviewed, reevaluated, and unilaterally increased by Lessor to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the updated revised/increased annual sum and rental amounts as required in this Lease.

#### ARTICLE VI: TERMINATION OF LEASE, CANCELLATION, ASSIGNMENT AND TRANSFER

- A. This Lease shall terminate at the end of the full term hereof, and Lessee shall have no further right or interest in any of the lands hereby leased, except as provided herein.
- B. Lessor may take immediate possession of the Leased Premises and declare this Lease terminated upon the occurrence of any of the following events:
  - (1) Nonpayment of the whole or any part of the amount agreed upon at the time such payment become due;
  - (2) Filing a petition of voluntary bankruptcy by Lessee;
  - (3) Destruction of the improvements on the Leased Premises without replacement thereof within a six-month period;
  - (4) Occurrence of any act which causes to deprive Lessee permanently of the rights, powers, and privileges necessary for the proper conduct and operations of the rights granted herein;
  - (5) Abandonment of the Leased Premises; or
  - (6) Nonperformance by Lessee of any of the agreements and covenants contained in the Lease.

- C. It is agreed that failure of Lessor to declare the Lease terminated upon default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of the Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease; provided, however, that before exercising its termination privileges herein, Lessor shall first give written notice to Lessee of any default or alleged breach, and Lessee shall have sixty (60) days within which to comply before this Lease may be terminated.
- D. During a time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use, and if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of this Lease, the Lessee shall be suspended in accordance with Article IV hereof.
- E. This Lease shall be subordinate to the provisions of any existing or future lease between Lessor and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or use of the Airport. Should the effect of such future agreement with the United States Government be to take any of the property under agreement or substantially destroy the value of such improvements during the term of this Lease, Lessor shall relocate the improvements to the extent practicable or terminate this Lease under the terms of Article VI.
- F. Lessee shall not assign or sublease this Lease or the Leased Premises without the express written consent of Lessor.

#### ARTICLE VII: NOTICES

- A. Notice to Lessor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the Columbus Airport Manager, 1308 Bill Babka Drive, Columbus, NE 68601, or such other address as may have been designated in writing from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Lance Lehr, 3212 S 9 Street, Columbus, NE 68601, or such other address as may have been designated in writing from time to time.

#### ARTICLE VIII: GENERAL PROVISIONS

- A. NET LEASE. This Lease in every sense shall be without cost to Lessor for the development, maintenance, and improvement of the Leased Premises. It shall be the sole responsibility of Lessee to keep, maintain, and repair any and all buildings or associated appurtenances which it may be permitted to construct on the Leased Premises at Lessee's sole expense.
- B. INDEMNIFICATION. Lessor shall stand indemnified and be held harmless by Lessee as herein provided. It is expressly understood and agreed by and between the parties hereto that Lessee herein is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts, errors, and omissions and Lessor shall in no

way be responsible therefor. It is further agreed that in the use of the Airport, the erection or construction of any improvements thereon, and the exercise or enjoyment of the privileges herein granted, Lessee agrees to indemnify and hold harmless Lessor from any and all losses that may result to Lessor from any action, omission, or negligence on the part of Lessee. Lessee shall not be responsible to indemnify Lessor for the following events: Acts of God, riots, civil commotion, and the public enemy.

- C. INSURANCE. Lessee shall carry premises and operator's liability insurance with a liability limit of \$1,000,000. Lessee shall cause Lessor to be named as additionally insured on said policies and Lessee shall provide Lessor with evidence of said insurance on a current basis and further provide in said policies that Lessor shall be notified of cancellation of any coverage.

#### ARTICLE IX: GENERAL PROVISIONS

- A. The paragraph headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Lease.
- B. All of the terms, covenants, and agreements herein contained shall be binding upon and shall ensue to the benefit of successors and assigns of the respective parties hereto.
- C. Lessor shall review and approve (at its sole discretion) any and all specifications for all improvements to be constructed and/or maintained on the Leased Premises.

#### ARTICLE X: OPTIONS

- A. First right to lease: Lessor agrees to give Lessee the first right to lease for an additional term at the expiration of the present lease upon the terms of the most satisfactory proposal then available to Lessor, as determined by Lessor. Lessor may invite proposal for a new lease at any time within six (6) months prior to such expiration. Lessor shall require Lessee to elect whether to exercise his option by notifying Lessee of the terms of any other proposal, and Lessee shall have a period of thirty (30) days from the date of such notice to take up said option on like terms.
- B. Right to remove improvements: In the event Lessee does not renew the Lease, or Lessee terminates this Lease as provided herein, Lessee shall have the option to remove any improvements currently existing or which are later placed upon the Leased Premises by the Lessee, or its predecessors, or to sell the improvements owned by the Lessee.
- C. Right of first refusal to purchase improvements: In the event Lessee decides to sell the improvements owned by the Lessee, the Lessor shall have the right of first refusal to buy said improvements. This right of first refusal is defined for the purposes of this Lease as meaning the Lessor shall have the right, if it so chooses, to purchase the improvements for a price equal to a *bona-fide* written offer that Lessee is willing to sell the improvements for to a third party, and Lessee shall not sell the improvements to any third party at a lessor price, without first offering the Lessor the right to purchase said improvements at said

lesser price. The right of first refusal shall be perpetual in nature until Lessee removes all its improvements or until the improvements is sold to a third-party with the Lessor having first waived its rights under this Agreement. Lessee shall give such notice of first right of refusal by mailing a copy of such purchase offer and Lessee' desire and intent to sell the improvements to Lessor at its address. Upon receipt of the notice of a purchase offer from Lessee or Lessee's desire and intent to sell the subject property, Lessor shall have 60 days to notify Lessee of its intent to exercise a first right of refusal by delivering such notice in writing directly to Lessee.

ARTICLE XI: GASOLINE AND THE LIKE

- A. Lessee shall not engage in the sale or storage of gasoline, fuel, or related/similar goods or services from the Leased Premises. Lessee shall refrain from storing any items or materials on the Leased Premises which could violate the local or national fire codes; however, Lessee shall be permitted to store aviation oxygen and aviation engine oil in approved containers for his own needs.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

((((REMAINDER OF PAGE INTENTIONALLY LEFT BLANK))))

Executed by:

CITY OF COLUMBUS

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

LANCE LEHR:

 12-11-24  
\_\_\_\_\_  
Signature Date

Lance Lehr  
\_\_\_\_\_  
Printed Name

3212 59th St. Columbus  
\_\_\_\_\_  
Address

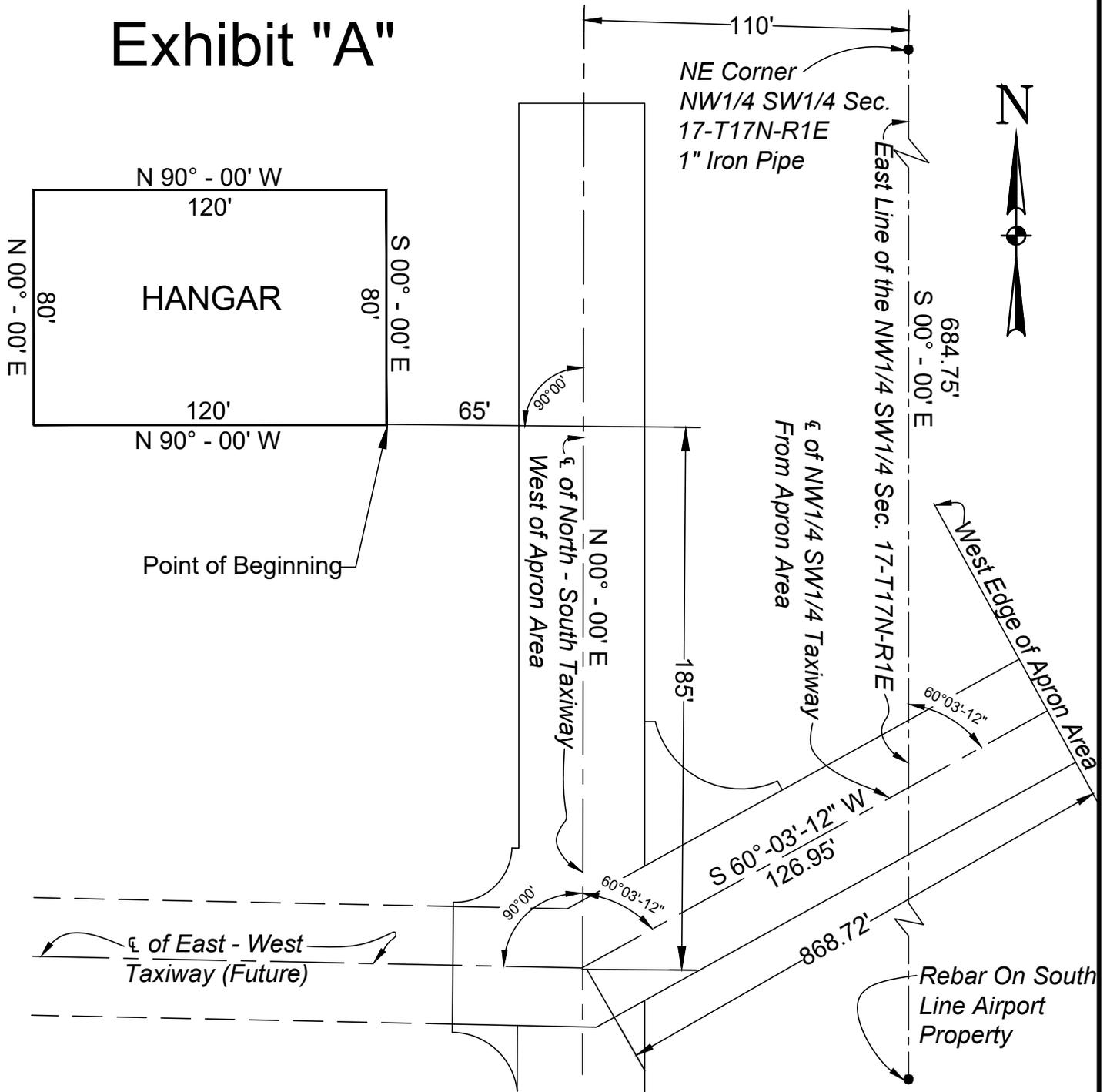
402-270-8000  
\_\_\_\_\_  
Contact Phone

tbonetruckstop@hotmail.com  
\_\_\_\_\_  
Contact Email

APPROVED AS TO FORM

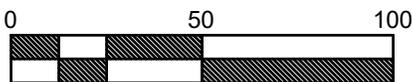
  
\_\_\_\_\_  
City Attorney

# Exhibit "A"



## LEGAL DESCRIPTION

A tract of land located in the NW¼ of the SW¼ of Sec. 17-T 17 N-RIE of the 6th P.M., Platte County, Nebraska, more particularly described by referring to the Northeast corner of said NW¼ SW¼ of Sec. 17; thence South along the East line of said NW¼ SW¼ of Sec. 17, whose assumed bearing is S00° 00' E, a distance of 684.75' feet, more or less, to a point on the center line of the NE/SW taxiway from the apron area of the Columbus Municipal Airport; thence S 60° 03' 12" W along said NE/SW taxiway, a distance of 126.95' feet, more or less, to the center line of the North-South taxiway West of the apron area, thence N00° 00'E a distance of 185' feet to a point; thence N90° 00'W a distance of 65' feet to the point of beginning; thence continuing 90° 00'W, a distance of 120' feet to a point; thence N 00° 00'E, a distance of 80' feet to a point; thence N90° 00'E a distance of 120' feet to a point; thence S00° 00'E a distance of 80' feet, to a point of beginning and containing 0.22 acres, more or less.



Plat Showing Location of Lance Lehr Lease  
Columbus Municipal Airport  
Columbus, Nebraska

Scale: 1" = 50'  
Date: December 12, 2024



NPPD  
1428

North

East  
1412  
West

South

1444  
Lehr

1442  
Muhle

6  
7  
8  
9  
10  
5  
4  
3  
2  
1

1430  
FBO

1426  
CVTA

1406  
East  
West

1340  
FBO

1334  
FBO

1328  
Armehods

Admin  
1304

1326

1321  
SRE

1315

1307  
FBO

26  
25

23  
24

City  
1230  
Midstate

14.D.Resolution No. R24-150 selecting the design-build delivery system for cemetery maintenance shop addition project at Roselawn Cemetery and designating City Engineer Rick Bogus to serve as performance criteria developer. CIP #25-39

DRAFT  
**RESOLUTION NO. R24-150**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SELECTING DESIGN-BUILD DELIVERY SYSTEM FOR CEMETERY MAINTENANCE SHOP ADDITION AT ROSELAWN CEMETERY 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 Cemetery Maintenance Shop Addition at Roselawn Cemetery; 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 Cemetery Maintenance Shop Addition at Roselawn Cemetery 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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 Cemetery Maintenance Shop Addition at Roselawn Cemetery. 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, Cemetery Superintendent, Cemetery Board member, 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 Alternatives Act.

The scope of the Projects are *The City of Columbus, Nebraska intends to design and construct Cemetery Maintenance Shop Addition at Roselawn Cemetery with a projected design and construction budget of \$250,000. See attached Exhibits 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 14<sup>th</sup> Street, Suite 3, Columbus, NE 68601 (Address)  
Engineering Department phone: 402-562-4309  
Engineering Department email: [EngDept@columbusne.us](mailto: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 Cemetery Maintenance Shop Addition)

By January 20, 2025 @ 2:00 p.m.

Signed for City of Columbus

Richard Bogus, Performance Criteria Developer/City Engineer

## Exhibit 1

### TASKS AND CONDITIONS

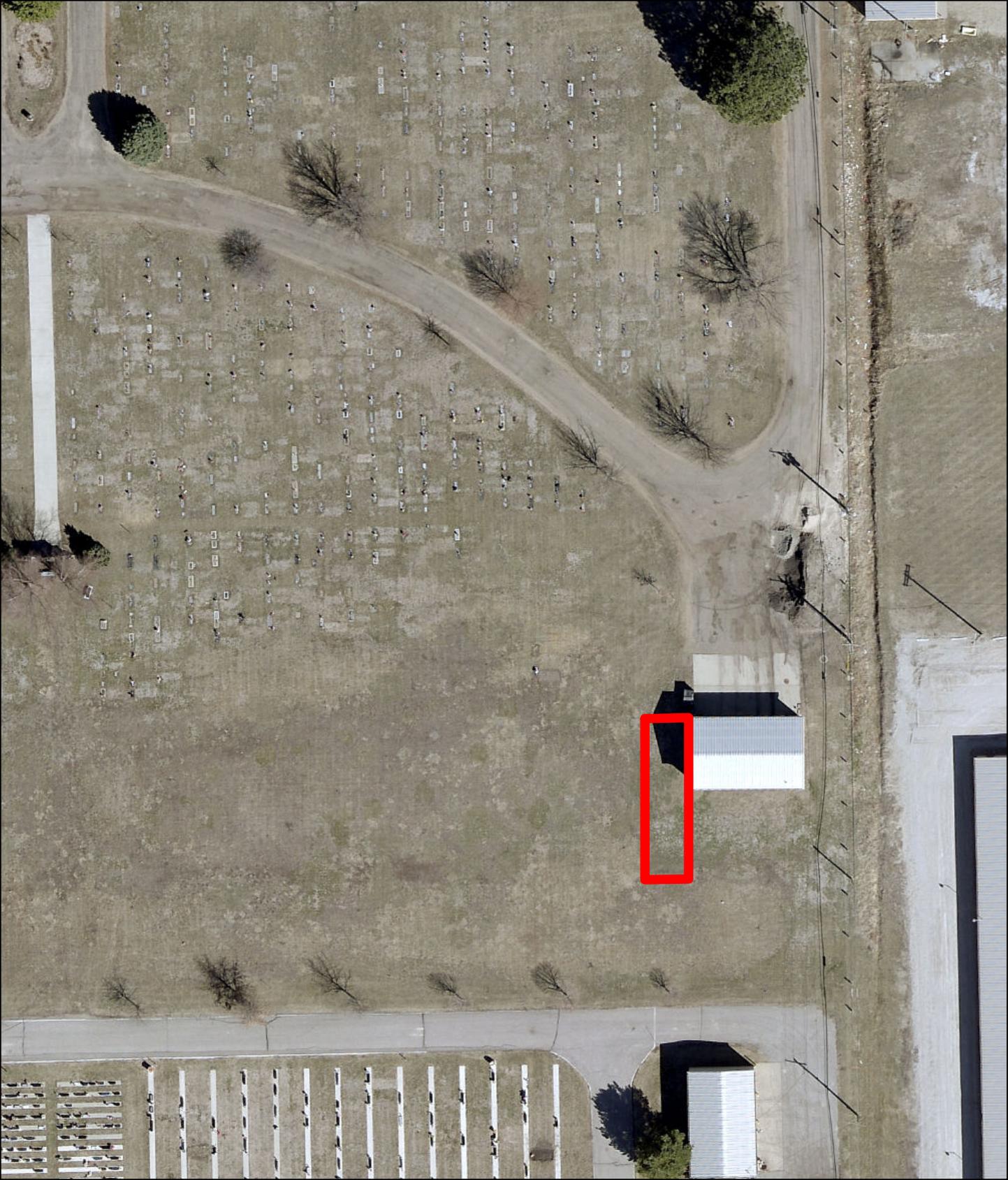
#### **Cemetery Maintenance Shop Addition at Roselawn Cemetery**

1. Design and construction of the partial renovation of the existing cemetery maintenance shop and a shop addition at Roselawn Cemetery, complete in place.
2. Renovation on the east side of the existing shop to add an office for public to inquire about cemetery plots and for the cemetery supervisor to use. Access to existing restrooms and to the bays.
3. Pre-engineering metal building one bay addition on the west side of the existing shop. Addition will match the front (north elevation) and extend further to the south than the existing building.
4. Building addition size approximately 15-foot by 60-foot with a 15-foot height garage door. Fire wall system between bays and office/restroom.
5. Building location and addition location provided by City (Exhibit 2)
6. Topographic survey to be provided to selected team by Engineering Department. No cost to design-builder.
7. Geotechnical soils investigation and testing to be part of the project by design-builder.
8. Design meetings with City as needed and agreed upon.
9. Construct temporary construction fencing from the existing cemetery plots.
10. Provide ADA van accessible parking stall with signage and sidewalk to main door.
11. Design and construction must be Americans with Disability Act (ADA) compliant.
12. Plans and specifications stamped by State of Nebraska Professional Architect and Engineer in good standing. Full set of building plans including mechanical, electrical, plumbing (if needed), structural and site layout required. A Professional Architect or Engineer will need to be the Coordination Professional including the stamp and signature on the cover sheet.
13. Obtain City Building permit, including Small Lot NOI, from Community Development Department. No fee to the contractor.
14. Obtain State Fire Marshall approval.
15. Design to be completed in early spring 2025 following by construction in summer and fall 2025 construction season for substantial completion in September 2025.
16. Design and construction reviews and recommendation of pay applications and revisions by design professional of record.

**ROSELAWN CEMETRY  
COLUMBUS, NE.**

EXHIBIT 2

PROPOSED ADDITION



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**