

City Council Regular Meeting  
Tuesday, January 3, 2023 7:00 PM  
Council Chambers  
2500 14 Street  
Columbus, NE 68601

The Mayor and City Council reserve the right to go into closed session as per Section 84-1410 of the Nebraska Revised Statutes. A current agenda is on file at the office of the city clerk at City Hall, 2500 14 Street, Columbus, Nebraska. For more information, call 402-562-4224 or visit our website at [www.columbusne.us](http://www.columbusne.us).

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

# Open Meetings Act

## **Neb. Rev. Stat. § 84-1407. Act, how cited.**

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

## **Neb. Rev. Stat. § 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.

## **Neb. Rev. Stat. § 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, and (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;

(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.

## **Neb. Rev. Stat. § 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.

**Neb. Rev. Stat. § 84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual meetings authorized; emergency meeting without notice; appearance before public body.**

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site; or

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

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the

meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as

would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in Open Meetings Act

number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsections (5) and (6) of section 84-1413.

**Neb. Rev. Stat. § 84-1412. Meetings of public body; rights of public; public body; powers and duties.**

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

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

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

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

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

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

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

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

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

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

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

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

(8) Public bodies shall make available at the meeting or the 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.

**Neb. Rev. Stat. § 84-1413. Meetings; minutes; roll call vote; secret ballot; 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, except as provided in subsection (6) of this section, and 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 the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

(7) 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 web site the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the web site at least twenty-four hours before the meeting of

the governing body. Minutes shall be placed on the web site 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 web site for at least six months.

**Neb. Rev. Stat. § 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.

**Neb. Rev. Stat. § 84-1415. Open Meetings Act; requirements; waiver; validity of action.**

No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

**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 19, 2022, City Council meeting.

PROCEEDINGS OF CITY COUNCIL  
December 19, 2022

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on December 19, 2022, at 7:07 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on November 30, 2022, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgement of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, John Lohr, Kat Lopez, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Public Property Director Doug Moore, Planning & Economic Development Director Jean Van Iperen, Assistant Fire Chief Nathan Jones, Assistant City Clerk Kelli Keyes, and Account Clerk II/Records Clerk II Linda Nickeson.
2. **PRAYER:** Augustine-Schulte led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was sung and the Pledge of Allegiance was recited.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 4.A. **Minutes of December 5, 2022, City Council meeting.**
  - 4.B. **Finance Department reports.**
  - 4.C. **Quote from Electronic Engineering in the amount of \$15,600 for service contract for police department.**

- 4.D. Resolution No. R22-149 approving permanent trail and drainage easement agreement with Shady Lake Development, LLC (west side of 48 Avenue from 19 Street to 23 Street).** Resolution No. R22-149 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE TRAIL AND DRAINAGE EASEMENT AGREEMENT WITH SHADY LAKE DEVELOPMENT, LLC, 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.
- 4.E. Resolution No. R22-150 authorizing payment of various improvement projects.** Resolution No. R22-150 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: BOYD JONES CONSTRUCTION CO., COMMUNITY BUILDING, \$883,258.52.
- 4.F. Payroll and bills on file.** B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grants; I=Insurance M=Membership; R=Refund; S=Service & Supplies; T=Training 12/23/22 Payroll \$724,882.39; 911 Custom 396.00 S; A to Z Messaging 125.00 S; AAA Garage Door 2,611.00 S; AC&L Sprinklers 120.00 S; Ace Hardware 615.22 S; Ace Sanitation 88.00 S; Advance Auto 1,195.58 S; Amazon 1,154.73 S; AOI Corp 93,092.12 CP; Aqua-Chem 1,060.80 S; Aqua-Pure 6,829.96 S; Arnold Motor 761.68 S; ASAP Truck & Trailer Repair 645.93 S; AT&T Mobility 26.12 S; B&H Photo 2,030.05 S; Banner Press 44.51 S; Barcel Mill 300.00 S; Behlen Tow 900.00 S; BGNE 438.81 S; Black Hills Energy 6,987.56 S; Blackstone Pub 135.10 S; Blue360 Media 181.22 S; R Bogus 227.50 E; Bound Tree Med 739.60 S; Boyd Jones 883,258.52 CP; Brite 3,970.78 S; Brown's Shoe 318.40 S; Capital Business Sys 56.43 S; Casey's Mail Serv 4,211.19 S; CBS 18.40 S; Center for Municipal Sol 725.000 S; Center Point LP 94.08 S; City of Col 5,144.91 S; City of Norfolk 5,400.00 S; R Cloyed 25.55 R; Club Prophet Sys 90.00 S; CNC Repair 2,749.38 S; Col Chamber 250.00 S; Col Community Hosp 8,713.80 S; Col Credit Serv 183.96 S; Col Plumbing 55.80 S; Col Telegram 434.98 S; Col Tire 2,284.76 S; Cornhusker 892.93 S; Culligan 101.00 S; Cutting Edge Lawn 362.69 S; Danko Emer Eq 26,237.73 S; Demco 384.95 S; DLT Sol 13,797.68 S; Dohman Garage Door 80.00 S; D Dunbar 7,337.24 E,S; Eakes 911.85 S; Ed M. Feld Eq 57.50 S; Electrical Eng 113.35 S; Electronic Eng 92.65 S; Fedex 11.07 S; First Natl Bank 9,086.26 E; Frontier 2,446.50 S; Full Throttle 466.48 S; Gale 789.08 S; Galls 3,758.33 S; Gehring Const 389.50 S; Gerhold Concrete 266.69 S; GolfNow 180.26 S; Grabtec 63.30 S; Grainger 184.90 S; Great Plains

PROCEEDINGS OF CITY COUNCIL

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Bldg 51.64 S; Great Plains Comm 239.95 S; D Gubbels 146.50 S; HDR Eng 27,180.30 CP; Heartland Nat Gas 14,697.65 S; M Howerter 616.00 S; Hy-Vee 74.79 S; Ingram Libry 1,299.63 S; Interstate Battery Sys 261.90 S; Jackson Serv 1,756.84 S; Keep Col Beautiful 956.65 S; Kelly Sup 1,493.80 S; Language Line 64.76 S; Lawson Prod 363.55 S; Lbry Furn Int 34,603.00 CP; Lingo 51.68 S; Loup Pwr 79,973.57 S; Lynn Peavey Co 170.47 S; M&O Metals 142.50 S; Matheson-Linweld 24.30 S; MD Sol 868.01 S; Medline Ind 502.22 S; Menards 1,335.03 S; Mid-American Rsrch 114.00 S; MW Lab 161.62 S; MW Serv 100.00 S; MW Storage 6,142.29 S; Mike's Tow 450.00 S; T Moser 27.59 E; NAPA 6.75 S; NE Assoc of Airport Off 250.00 S; NE Golf & Turf 52,890.00 CP; NE Harvestore Sys 821.44 S; NE Notary Assoc 140.00 S; NE St Fire Marshal 600.00 S; NEFSMA 105.00 S; Newman Signs 1,741.45 S; NW Elec 250.00 S; Novicki Fire Pre 213.00 S; Occup Hlth 1,878.00 S; OCLC 935.74 S; One Call Conc 433.56 S; One Source 103.00 S; O'Reilly 228.74 S; Pace Anal 1,005.64 S; Paper Tiger 30.00 S; Pete Lien & Sons 6,742.72 S; Petty Cash 139.23 S; B Pflum 146.25 E; Phenova 253.20 S; Platte Co 3,408.00 S; Platte Co Hwy Dept 2,500.50 S; Platte Co Reg of Deeds 28.00 S; Police Chief Assoc of NE 100.00 S; Police Officers' Assoc 176.17 S; Premier Property Mngmnt 9,967.12 S; Prdct Plus 1,175.00 S; Quadiant Finance 1,000.00 S; Quill 17.92 S; Redstone Vet 1,562.95 S; Region 4 75.00 S; River Valley Tire Serv 130.00 S; Road Bldrs Mach 8,275.00 S; Rutt's Heating 537.72 S; Sapp Bros 30,218.03 S; Schieffer Signs 1,245.30 S; J Sergi 1,950.00 S; Sherwin-Williams 889.10 S; Shelvin 59.52 S; Sipple Hansen Emerson Schumacher Klutman & Valorz 4,347.00 S; Sthrn Src 812.10 S; G Staroscik 120.00 S; St NE Dept Rev 45,978.64 S; Sunbelt Rnt 453.06 S; Telecomm Sys 1,554.00 S; Tire Outlet 917.00 S; TK Elevator 228.75 S; Too Fast Sup 224.45 S; Tooley Drug 280.66 S; Tractor Sup 494.97 S; Truck Ctr Comp 360.56 S; Twin Rivers Vet 262.00 S; U & I 119.50 S; Univ of NE 20.00 S; Van Diest Htng 1,219.74 S; Verizon Wireless 4,581.88 S; WASP Tech 1,518.23 S; Waste Conn 198.08 S; Wellness Prtnr 10.00 S; Wholesale Pub Sfty 7,224.86 S; TOTAL \$2,208,611.53.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:** None
7. **PUBLIC HEARINGS:** None
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** Included in Consent Agenda
10. **REPORTS OF COUNCIL COMMITTEES:** None
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
- 13.A. **Application of Shady Lake Development LLC for preliminary plat of**

- Merlin's Addition (southeast corner of Highway 81 and 63 Avenue). (Planning Commission recommends approval.)** The preliminary plat of Merlin's Addition was approved with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.B. Application of Mary Peterson for preliminary plat of Peterson Addition (25 Street east of E 14 Avenue). (Planning Commission recommends approval.)** The preliminary plat of Peterson Addition was approved with a motion by Jablonski and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.C. Plans, specifications, estimate of cost in the amount of \$4,300,000 and authorization to advertise for bids for Street Improvement District No. 189 (48 Avenue from 23 Street to Bradshaw Park) and Concrete Improvements 2023 (Plans and specifications are on file in the engineering department).** The plans, specifications, estimate of cost, and authorization to advertise for bids for Street Improvement District No. 189 and Concrete Improvements 2023 were approved with a motion by Roth and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.D. Quotes from Sandry Fire Supply, Feld Fire, Danko Emergency Equipment, Heiman Fire Equipment, Bomgaars, TooFast Tool Supply, and SW Firefighting Foam & Equipment, in the total amount of \$124,016.22 for equipment for two new fire engines for fire department.** The quotes from Sandry Fire Supply, Feld Fire, Danko Emergency Equipment, Heiman Fire Equipment, Bomgaars, TooFast Tool Supply, and SW Firefighting Foam & Equipment for equipment were accepted with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.E. Quote from Grosch Drilling Company, Inc. in the amount of \$48,383.45 for irrigation pumps for Quail Run Golf Course.** The quote from Grosch Drilling Company, Inc. for irrigation pumps was accepted with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.F. Comments from mayor and city council members.** Lohr wished everyone a Merry Christmas and Happy New Year.
- 14. RESOLUTIONS:**
- 14.A. Resolution No. R22-151 approving agreement with 4R4 Enterprises, LLC, referred to as Hartland Cleaning, for janitorial services for airport.** Resolution No. R22-151 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH 4R4 ENTERPRISES LLC, REFERRED TO AS

HARTLAND CLEANING, FOR JANITORIAL AND CLEANING SERVICES AT THE AIRPORT ADMINISTRATION BUILDING, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

- 14.B. Resolution No. R22-152 awarding bid to Rutjens Construction, Inc. in the amount of \$4,009,382.50 for Lost Creek Parkway water main (Wilderness Road to Hwy 81 and Hwy 81 from Lost Creek Parkway to 63 Avenue).** Resolution No. R22-152 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDED BID TO RUTJENS CONSTRUCTION, INC. IN THE AMOUNT OF \$4,009,382.50 FOR LOST CREEK PARKWAY WATER MAIN (WILDERNESS ROAD TO HWY 81 AND HWY 81 FROM LOST CREEK PARKWAY TO 63 AVENUE) was adopted with a motion by Roth and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.C. Resolution No. R22-153 approving agreement with Columbus Arts Council for lease of space in community building and to jointly employ a community coordinator.** It was noted that the duties and salary of the community coordinator will be split evenly between City of Columbus and Columbus Arts Council. In response to Brett Kumpf, 3930 48 Avenue, it was noted that once approved, the position will be advertised. Resolution No. R22-153 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH THE COLUMBUS ARTS COUNCIL TO RENT SPACE IN THE COLUMBUS COMMUNITY BUILDING FOR THE OPERATION OF THE ARTS COUNCIL OFFICE AND GALLERY FOR A TWO-YEAR TERM AND TO JOINTLY EMPLOY A COMMUNITY COORDINATOR; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Lohr and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.D. Resolution No. R22-154 approving third addendum to Fixed Base Operator agreement with Avcraft, Inc. to extend term 30 days.** It was noted that a new contract for a Fixed Base Operator has been delayed due to a complaint submitted by Avcraft, Inc. to the Federal Aviation Administration regarding the request for proposal process resulting in the need for an extension. Resolution No. R22-154 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE THIRD ADDENDUM TO THE FIXED BASE OPERATOR AGREEMENT

WITH AVCRAFT, INC., A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AUTHORIZING THE MAYOR OF THE CITY OF COLUMBUS TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH was adopted with a motion by Jablonski and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

**15. ORDINANCES ON FIRST READING:**

**15.A. Ordinance No. 22-32 amending pay ordinance by adding Police Records Clerk to Grade B5 and Police Records Clerk Lead to Grade B7.** The rules were suspended and Ordinance No. 22-32 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE PAY PLAN FOR ALL CLASSIFICATIONS WITHIN THE CITY BY ADDING POLICE RECORDS CLERK TO GRADE B5 AND POLICE RECORDS CLERK LEAD TO GRADE B7 was read by number only with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 22-32 was adopted with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

**16. ORDINANCES ON SECOND READING:** None

**17. ORDINANCES ON THIRD READING:** None

**18. CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda.

**19. UNFINISHED BUSINESS:** None

**20. ADJOURNMENT:** The meeting adjourned at 7:25 p.m.

Presented and approved this 3 day of January, 2023.

OFFICE OF THE CITY CLERK

:Janelle Kline

4.B. Minutes of December 20, 2022, Civil Service Commission meeting certifying Mynor Figueroa Furlan and John Harris as police officer candidates.

## **CIVIL SERVICE COMMISSION MINUTES**

**December 20, 2022**

A meeting of the Columbus Civil Service Commission was convened in open and public session on Tuesday, December 20, 2022 at 4:45 p.m. in the Conference Room at the Police Station.

Notice of this meeting was given in advance thereof by public posting in City Hall, Platte County Courthouse, and Columbus Public Library on August 3, 2022. Availability of the agenda was communicated in the advance notice and in the notice to the Columbus Civil Service Commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

### **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:**

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

Present were members, Logan Bronson, Chris Steinke, Jessica Caban, and Russ Strehle. Member Troy Loeffelholz was absent. The minutes from the October 3, 2022 meetings were approved with a motion by Steinke and a second by Strehle with all members voting "Aye".

The purpose of the meeting was to interview two applicants for the position of Police Officer and agree upon names of Police Officer candidates who would be certified to the appointing authority as qualified for the position of Police Officer for one year.

Following discussion, it was moved by Strehle and seconded by Steinke to certify to the Mayor and City Council in no particular order, the applicants Mynor Figueroa Furlan and John Harris. The motion passed unanimously.

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

Respectfully submitted,

Tammy Orender  
Civil Service Commission Secretary

4.C. Change date of second meeting in February 2023 to 7 p.m., Tuesday, February 21, 2023, due to President's Day holiday.

4.D. Resolution No. R23-01 authorizing payment of various improvement projects.

# Draft

## RESOLUTION NO. R23-01

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT B-D CONSTRUCTION, INC., COLUMBUS FIRE STATION #2, \$101,799.18; B-D CONSTRUCTION, INC., COLUMBUS FIRE STATION #2, \$151,662.59; B-D CONSTRUCTION, INC., COLUMBUS FIRE STATION #2, \$199,514.39; GEHRING CONSTRUCTION & READY MIX CO. INC., SID NO. 184 – 23 STREET FROM EAST OF 48 AVENUE TO 54 AVENUE, \$317,485.60; KOCH EXCAVATING, QUAIL RUN GOLF COURSE RESTORATION, \$86,223.89.

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

B-D Construction, Inc.	Columbus Fire Station #2	\$ 101,799.18
B-D Construction, Inc.	Columbus Fire Station #2	\$ 151,662.59
B-D Construction, Inc.	Columbus Fire Station #2	\$ 199,514.39
Gehring Construction & Ready Mix Co., Inc.	SID No. 184 23 Street from East 48 Avenue to 54 Avenue	\$ 317,485.60
Koch Excavating	Quail Run Golf Course Restoration	\$ 86,223.89

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

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

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

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

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

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

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

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

**APPLICATION NO:** 6  
**PERIOD TO:** 9/30/2022

**DISTRIBUTION TO:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR

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

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

**ARCHITECT'S PROJECT NO:** 20023

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** 5/16/2022

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

<b>1. ORIGINAL CONTRACT SUM</b> .....	\$	<u>1,802,494.00</u>
<b>2. Net Change by Change Orders</b> .....	\$	<u>0.00</u>
<b>3. CONTRACT SUM TO DATE</b> (Line 1 + 2) .....	\$	<u>1,802,494.00</u>
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> .....	\$	<u>922,877.10</u>
<b>5. RETAINAGE:</b>		
a. <u>5.00</u> % of Completed Work	\$	<u>39,196.51</u>
b. <u>5.00</u> % of Stored Material	\$	<u>6,947.35</u>
Total retainage (Line 5a + 5b) .....	\$	<u>46,143.86</u>
<b>6. TOTAL EARNED LESS RETAINAGE</b> .....	\$	<u>876,733.24</u>
(Line 4 less Line 5 Total)		
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate) .....	\$	<u>774,934.06</u>
<b>8. CURRENT PAYMENT DUE</b> .....	\$	<u>101,799.18</u>
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 less Line 6)	\$	<u>925,760.76</u>

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

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

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

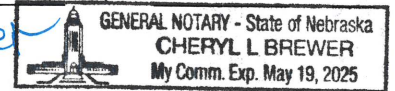
By: Bryan L. Kearney Date: 9.30.22  
Bryan L. Kearney / Treasurer

State of: NE

County of: Platte

Subscribed and Sworn to before me this 30th Day of Sept. 20 22

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



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ 101,799.18

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

ARCHITECT: WSKF, INC  
By: [Signature] Date: 10.5.22

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

Richard J. Bogue 12-28-2022

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

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

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

**APPLICATION NO:** 6  
**PERIOD TO:** 9/30/2022

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

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

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

**ARCHITECT'S PROJECT NO:** 20023

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** 5/16/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	94,881.00	14,119.00	2,990.55	0.00	17,109.55	18.03	77,771.45	855.48
2	Select Demolition	14,451.00	14,451.00	0.00	0.00	14,451.00	100.00	0.00	722.55
3	Reinforcing Steel	10,653.00	10,653.00	0.00	0.00	10,653.00	100.00	0.00	532.65
4	Concrete Foundations	37,641.00	37,641.00	0.00	0.00	37,641.00	100.00	0.00	1,882.05
5	Concrete Flatwork	59,500.00	37,169.00	0.00	0.00	37,169.00	62.47	22,331.00	1,858.45
6	Masonry	57,550.00	0.00	0.00	0.00	0.00	0.00	57,550.00	0.00
7	Structural Steel	16,711.00	16,711.00	0.00	0.00	16,711.00	100.00	0.00	835.55
8	Rough Carpentry	67,391.00	3,700.00	0.00	0.00	3,700.00	5.49	63,691.00	185.00
9	Plastic Laminate Cabinets	20,364.00	0.00	0.00	0.00	0.00	0.00	20,364.00	0.00
10	Metal Roof & Wall Panels	80,046.00	80,046.00	0.00	0.00	80,046.00	100.00	0.00	4,002.30
11	Snow Retention	2,301.00	0.00	0.00	0.00	0.00	0.00	2,301.00	0.00
12	Joint Sealants	3,695.00	0.00	0.00	0.00	0.00	0.00	3,695.00	0.00
13	Door / Frames / Hardware	60,425.00	0.00	0.00	44,951.00	44,951.00	74.39	15,474.00	2,247.55
14	Sectional Doors	10,648.00	0.00	0.00	0.00	0.00	0.00	10,648.00	0.00
15	Aluminum Storefronts	23,327.00	0.00	0.00	8,107.00	8,107.00	34.75	15,220.00	405.35
16	Aluminum Windows	10,213.00	0.00	0.00	0.00	0.00	0.00	10,213.00	0.00
17	Metal Framing / Gypsum	206,280.00	29,335.00	65,480.00	64,125.00	158,940.00	77.05	47,340.00	7,947.00
18	Tiling	13,304.00	0.00	0.00	4,415.00	4,415.00	33.19	8,889.00	220.75
19	Acoustical Ceilings	8,800.00	0.00	0.00	0.00	0.00	0.00	8,800.00	0.00
20	Resilient Flooring / Carpet	31,850.00	0.00	0.00	17,349.00	17,349.00	54.47	14,501.00	867.45
21	Resinous Flooring	7,347.00	0.00	0.00	0.00	0.00	0.00	7,347.00	0.00

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

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

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

**APPLICATION NO:** 6  
**PERIOD TO:** 9/30/2022

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

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

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

**ARCHITECT'S PROJECT NO:** 20023

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** 5/16/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Painting	28,523.00	0.00	0.00	0.00	0.00	0.00	28,523.00	0.00
23	Signage	2,544.00	0.00	0.00	0.00	0.00	0.00	2,544.00	0.00
24	Wall Protection	741.00	0.00	0.00	0.00	0.00	0.00	741.00	0.00
25	Toilet Accessories	5,526.00	0.00	0.00	0.00	0.00	0.00	5,526.00	0.00
26	Turnout Gear Lockers	32,800.00	0.00	0.00	0.00	0.00	0.00	32,800.00	0.00
27	Metal Lockers	11,500.00	0.00	0.00	0.00	0.00	0.00	11,500.00	0.00
28	Roller Shades	2,680.00	0.00	0.00	0.00	0.00	0.00	2,680.00	0.00
29	Quartz Counters	7,700.00	0.00	0.00	0.00	0.00	0.00	7,700.00	0.00
30	Fire Sprinklers	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00	0.00
31	Mechanical	345,450.00	345,450.00	0.00	0.00	345,450.00	100.00	0.00	17,272.50
32	Electrical	279,247.00	46,225.00	26,805.00	0.00	73,030.00	26.15	206,217.00	3,651.50
33	Earthwork	23,626.00	8,520.00	0.00	0.00	8,520.00	36.06	15,106.00	426.00
34	Turf and Irrigation	8,725.00	0.00	0.00	0.00	0.00	0.00	8,725.00	0.00
35	Fees	98,115.00	20,829.06	6,065.49	0.00	26,894.55	27.41	71,220.45	1,344.73
36	Insurance	1,445.00	240.00	0.00	0.00	240.00	16.61	1,205.00	12.00
37	Performance Bond	17,500.00	17,500.00	0.00	0.00	17,500.00	100.00	0.00	875.00
38	Alternate #1	37,782.00	0.00	0.00	0.00	0.00	0.00	37,782.00	0.00
39	Alternate #2	56,712.00	0.00	0.00	0.00	0.00	0.00	56,712.00	0.00
<b>REPORT TOTALS</b>		\$1,802,494.00	\$682,589.06	\$101,341.04	\$138,947.00	\$922,877.10	51.20	\$879,616.90	\$46,143.86

cc: Acctg

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

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

APPLICATION NO: 7  
PERIOD TO: 10/31/2022

DISTRIBUTION TO:  
OWNER  
 ARCHITECT  
CONTRACTOR

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

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

ARCHITECT'S PROJECT NO: 20023

**E-MAILED**  
10-31-22

CONTRACT FOR: General Construction

CONTRACT DATE: 5/16/2022

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

- 1. ORIGINAL CONTRACT SUM ..... \$ 1,802,494.00
- 2. Net Change by Change Orders ..... \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 1,802,494.00
- 4. TOTAL COMPLETED AND STORED TO DATE ..... \$ 1,082,521.92
- 5. RETAINAGE:
  - a. 5.00 % of Completed Work ..... \$ 48,457.94
  - b. 5.00 % of Stored Material ..... \$ 5,668.15
  - Total retainage (Line 5a + 5b) ..... \$ 54,126.09
- 6. TOTAL EARNED LESS RETAINAGE ..... \$ 1,028,395.83  
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate) ..... \$ 876,733.24
- 8. CURRENT PAYMENT DUE ..... \$ 151,662.59
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) ..... \$ 774,098.17

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

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

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

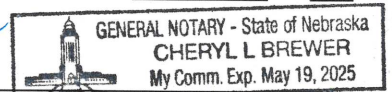
By: Bryan L. Kearney / Treasurer Date: 10.28.22

State of: NE

County of: Platte

Subscribed and Sworn to before me this 28th Day of Oct. 20 22

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



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ 151,662.59

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

ARCHITECT: WSKF Architects, Inc  
By: [Signature] Date: 11-2-22

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

Richard J. Bogue 12-28-2022

AIA Type Document  
Application and Certification for Payment

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

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

**APPLICATION NO:** 7  
**PERIOD TO:** 10/31/2022

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

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

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

**ARCHITECT'S PROJECT NO:** 20023

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** 5/16/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	94,881.00	17,109.55	7,159.32	0.00	24,268.87	25.58	70,612.13	1,213.44
2	Select Demolition	14,451.00	14,451.00	0.00	0.00	14,451.00	100.00	0.00	722.55
3	Reinforcing Steel	10,653.00	10,653.00	0.00	0.00	10,653.00	100.00	0.00	532.65
4	Concrete Foundations	37,641.00	37,641.00	0.00	0.00	37,641.00	100.00	0.00	1,882.05
5	Concrete Flatwork	59,500.00	37,169.00	0.00	0.00	37,169.00	62.47	22,331.00	1,858.45
6	Masonry	57,550.00	0.00	26,750.00	0.00	26,750.00	46.48	30,800.00	1,337.50
7	Structural Steel	16,711.00	16,711.00	0.00	0.00	16,711.00	100.00	0.00	835.55
8	Rough Carpentry	67,391.00	3,700.00	9,545.00	0.00	13,245.00	19.65	54,146.00	662.25
9	Plastic Laminate Cabinets	20,364.00	0.00	0.00	0.00	0.00	0.00	20,364.00	0.00
10	Metal Roof & Wall Panels	80,046.00	80,046.00	0.00	0.00	80,046.00	100.00	0.00	4,002.30
11	Snow Retention	2,301.00	0.00	0.00	0.00	0.00	0.00	2,301.00	0.00
12	Joint Sealants	3,695.00	0.00	0.00	0.00	0.00	0.00	3,695.00	0.00
13	Door / Frames / Hardware	60,425.00	0.00	0.00	44,951.00	44,951.00	74.39	15,474.00	2,247.55
14	Sectional Doors	10,648.00	0.00	0.00	0.00	0.00	0.00	10,648.00	0.00
15	Aluminum Storefronts	23,327.00	0.00	0.00	8,107.00	8,107.00	34.75	15,220.00	405.35
16	Aluminum Windows	10,213.00	0.00	10,213.00	0.00	10,213.00	100.00	0.00	510.65
17	Metal Framing / Gypsum	206,280.00	94,815.00	64,125.00	0.00	158,940.00	77.05	47,340.00	7,947.00
18	Tiling	13,304.00	0.00	0.00	4,415.00	4,415.00	33.19	8,889.00	220.75
19	Acoustical Ceilings	8,800.00	0.00	0.00	0.00	0.00	0.00	8,800.00	0.00
20	Resilient Flooring / Carpet	31,850.00	0.00	0.00	17,349.00	17,349.00	54.47	14,501.00	867.45
21	Resinous Flooring	7,347.00	0.00	0.00	0.00	0.00	0.00	7,347.00	0.00

AIA Type Doc .t  
Application and Certification for Payment

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

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

**APPLICATION NO:** 7  
**PERIOD TO:** 10/31/2022

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

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

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

**ARCHITECT'S PROJECT NO:** 20023

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** 5/16/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Painting	28,523.00	0.00	0.00	0.00	0.00	0.00	28,523.00	0.00
23	Signage	2,544.00	0.00	0.00	0.00	0.00	0.00	2,544.00	0.00
24	Wall Protection	741.00	0.00	0.00	0.00	0.00	0.00	741.00	0.00
25	Toilet Accessories	5,526.00	0.00	0.00	0.00	0.00	0.00	5,526.00	0.00
26	Turnout Gear Lockers	32,800.00	0.00	0.00	28,536.00	28,536.00	87.00	4,264.00	1,426.80
27	Metal Lockers	11,500.00	0.00	0.00	10,005.00	10,005.00	87.00	1,495.00	500.25
28	Roller Shades	2,680.00	0.00	0.00	0.00	0.00	0.00	2,680.00	0.00
29	Quartz Counters	7,700.00	0.00	0.00	0.00	0.00	0.00	7,700.00	0.00
30	Fire Sprinklers	4,500.00	0.00	2,500.00	0.00	2,500.00	55.56	2,000.00	125.00
31	Mechanical	345,450.00	345,450.00	0.00	0.00	345,450.00	100.00	0.00	17,272.50
32	Electrical	279,247.00	73,030.00	50,100.00	0.00	123,130.00	44.09	156,117.00	6,156.50
33	Earthwork	23,626.00	8,520.00	5,800.00	0.00	14,320.00	60.61	9,306.00	716.00
34	Turf and Irrigation	8,725.00	0.00	0.00	0.00	0.00	0.00	8,725.00	0.00
35	Fees	98,115.00	26,894.55	9,036.50	0.00	35,931.05	36.62	62,183.95	1,796.55
36	Insurance	1,445.00	240.00	0.00	0.00	240.00	16.61	1,205.00	12.00
37	Performance Bond	17,500.00	17,500.00	0.00	0.00	17,500.00	100.00	0.00	875.00
38	Alternate #1	37,782.00	0.00	0.00	0.00	0.00	0.00	37,782.00	0.00
39	Alternate #2	56,712.00	0.00	0.00	0.00	0.00	0.00	56,712.00	0.00
<b>REPORT TOTALS</b>		<b>\$1,802,494.00</b>	<b>\$783,930.10</b>	<b>\$185,228.82</b>	<b>\$113,363.00</b>	<b>\$1,082,521.92</b>	<b>60.06</b>	<b>\$719,972.08</b>	<b>\$54,126.09</b>

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

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

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

**APPLICATION NO:** 8  
**PERIOD TO:** 11/30/2022

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

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

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

**ARCHITECT'S PROJECT NO:** 20023

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** 5/16/2022

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

<b>1. ORIGINAL CONTRACT SUM</b> .....	\$	1,802,494.00
<b>2. Net Change by Change Orders</b> .....	\$	110,279.38
<b>3. CONTRACT SUM TO DATE (Line 1 + 2)</b> .....	\$	1,912,773.38
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> .....	\$	1,292,537.08
<b>5. RETAINAGE:</b>		
a. <u>5.00</u> % of Completed Work	\$	58,958.71
b. <u>5.00</u> % of Stored Material	\$	5,668.15
Total retainage (Line 5a + 5b) .....	\$	64,626.86
<b>6. TOTAL EARNED LESS RETAINAGE</b> .....	\$	1,227,910.22
(Line 4 less Line 5 Total)		
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>		
(Line 6 from prior Certificate) .....	\$	1,028,395.83
<b>8. CURRENT PAYMENT DUE</b> .....	\$	199,514.39
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b>		
(Line 3 less Line 6)	\$	684,863.16

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month *	110,279.38	0.00
<b>TOTALS</b>	110,279.38	0.00
<b>NET CHANGES by Change Order</b>	110,279.38	

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

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

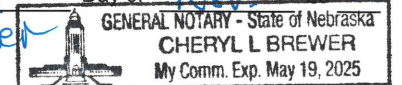
By: Bryan L. Kearney / Treasurer Date: 11.30.22

State of: NE

County of: Platte

Subscribed and Sworn to before me this 30th Day of Nov, 2022

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



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

**AMOUNT CERTIFIED** ..... \$ 199,514.39

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

ARCHITECT: WSKF INC  
By: [Signature] Date: 11-30-22

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

Richard J. Bogue 12-28-2022

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

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

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

**APPLICATION NO:** 8  
**PERIOD TO:** 11/30/2022

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

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

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

**ARCHITECT'S PROJECT NO:** 20023

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** 5/16/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	94,881.00	24,268.87	9,894.77	0.00	34,163.64	36.01	60,717.36	1,708.18
2	Select Demolition	14,451.00	14,451.00	0.00	0.00	14,451.00	100.00	0.00	722.55
3	Reinforcing Steel	10,653.00	10,653.00	0.00	0.00	10,653.00	100.00	0.00	532.65
4	Concrete Foundations	37,641.00	37,641.00	0.00	0.00	37,641.00	100.00	0.00	1,882.05
5	Concrete Flatwork	59,500.00	37,169.00	0.00	0.00	37,169.00	62.47	22,331.00	1,858.45
6	Masonry	57,550.00	26,750.00	21,550.00	0.00	48,300.00	83.93	9,250.00	2,415.00
7	Structural Steel	16,711.00	16,711.00	0.00	0.00	16,711.00	100.00	0.00	835.55
8	Rough Carpentry	67,391.00	13,245.00	42,560.00	0.00	55,805.00	82.81	11,586.00	2,790.25
9	Plastic Laminate Cabinets	20,364.00	0.00	0.00	0.00	0.00	0.00	20,364.00	0.00
10	Metal Roof & Wall Panels	80,046.00	80,046.00	0.00	0.00	80,046.00	100.00	0.00	4,002.30
11	Snow Retention	2,301.00	0.00	0.00	0.00	0.00	0.00	2,301.00	0.00
12	Joint Sealants	3,695.00	0.00	0.00	0.00	0.00	0.00	3,695.00	0.00
13	Door / Frames / Hardware	60,425.00	0.00	0.00	44,951.00	44,951.00	74.39	15,474.00	2,247.55
14	Sectional Doors	10,648.00	0.00	0.00	0.00	0.00	0.00	10,648.00	0.00
15	Aluminum Storefronts	23,327.00	0.00	0.00	8,107.00	8,107.00	34.75	15,220.00	405.35
16	Aluminum Windows	10,213.00	10,213.00	0.00	0.00	10,213.00	100.00	0.00	510.65
17	Metal Framing / Gypsum	206,280.00	158,940.00	12,980.00	0.00	171,920.00	83.34	34,360.00	8,596.00
18	Tiling	13,304.00	0.00	0.00	4,415.00	4,415.00	33.19	8,889.00	220.75
19	Acoustical Ceilings	8,800.00	0.00	0.00	0.00	0.00	0.00	8,800.00	0.00
20	Resilient Flooring / Carpet	31,850.00	0.00	0.00	17,349.00	17,349.00	54.47	14,501.00	867.45
21	Resinous Flooring	7,347.00	0.00	0.00	0.00	0.00	0.00	7,347.00	0.00

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

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

**PROJECT:** COLUMBUS FIRE STATION #2  
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**DISTRIBUTION TO:**  
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 CONTRACTOR

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**VIA (ARCHITECT):** WSKF, Inc.  
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**ARCHITECT'S PROJECT NO:** 20023

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** 5/16/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Painting	28,523.00	0.00	0.00	0.00	0.00	0.00	28,523.00	0.00
23	Signage	2,544.00	0.00	0.00	0.00	0.00	0.00	2,544.00	0.00
24	Wall Protection	741.00	0.00	0.00	0.00	0.00	0.00	741.00	0.00
25	Toilet Accessories	5,526.00	0.00	0.00	0.00	0.00	0.00	5,526.00	0.00
26	Turnout Gear Lockers	32,800.00	0.00	0.00	28,536.00	28,536.00	87.00	4,264.00	1,426.80
27	Metal Lockers	11,500.00	0.00	0.00	10,005.00	10,005.00	87.00	1,495.00	500.25
28	Roller Shades	2,680.00	0.00	0.00	0.00	0.00	0.00	2,680.00	0.00
29	Quartz Counters	7,700.00	0.00	0.00	0.00	0.00	0.00	7,700.00	0.00
30	Fire Sprinklers	4,500.00	2,500.00	0.00	0.00	2,500.00	55.56	2,000.00	125.00
31	Mechanical	345,450.00	345,450.00	0.00	0.00	345,450.00	100.00	0.00	17,272.50
32	Electrical	279,247.00	123,130.00	25,065.00	0.00	148,195.00	53.07	131,052.00	7,409.75
33	Earthwork	23,626.00	14,320.00	2,415.00	0.00	16,735.00	70.83	6,891.00	836.75
34	Turf and Irrigation	8,725.00	0.00	0.00	0.00	0.00	0.00	8,725.00	0.00
35	Fees	98,115.00	35,931.05	8,787.89	0.00	44,718.94	45.58	53,396.06	2,235.95
36	Insurance	1,445.00	240.00	0.00	0.00	240.00	16.61	1,205.00	12.00
37	Performance Bond	17,500.00	17,500.00	0.00	0.00	17,500.00	100.00	0.00	875.00
38	Alternate #1	37,782.00	0.00	32,000.00	0.00	32,000.00	84.70	5,782.00	1,600.00
39	Alternate #2	56,712.00	0.00	0.00	0.00	0.00	0.00	56,712.00	0.00
40	Change Order #1	110,279.38	0.00	54,762.50	0.00	54,762.50	49.66	55,516.88	2,738.13
<b>REPORT TOTALS</b>		<b>\$1,912,773.38</b>	<b>\$969,158.92</b>	<b>\$210,015.16</b>	<b>\$113,363.00</b>	<b>\$1,292,537.08</b>	<b>67.57</b>	<b>\$620,236.30</b>	<b>\$64,626.86</b>



## Contractor's Application and Certificate of Payment

Contractor's Application for Payment No: <span style="float: right;">7</span>	
Application Period: (From - to) <span style="float: right;">11/22/22 to 12/20/22</span>	
To: City of Columbus (Owner)	From (Contractor): Gehring Construction & Ready Mix Co., Inc. <span style="float: right;">Contractor's Project No.:</span>
Project Name: SID No. 184 - 23rd Street from East of 48th Avenue to 54th Avenue	Via ( Consulting Engineer / Architect):
Fiscal Year Budget Number: 200-200-57300-20076	

### Application For Payment

#### Field Order and Change Order Summary

Field (FO#) and Change Orders (CO#) Approved:		
Number	Additions	Deductions
FO #1	\$ 81,578.00	
TOTALS	\$ 81,578.00	\$ -
NET CHANGE	\$ 81,578.00	

1. ORIGINAL CONTRACT PRICE.....	\$	2,417,125.60
2. Net change by Field Order and Change Orders.....	\$	81,578.00
3. Current Contract Price (Line 1 ± 2).....	\$	2,498,703.60
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	2,162,610.00
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)	\$	124,935.18
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	2,037,674.82
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	1,720,189.22
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	317,485.60
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$	461,028.78

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

#### Contractor's Certification

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

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

By: Stephen Anderson Date: 12-20-22

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:

\$ \_\_\_\_\_

317,485.60

\_\_\_\_\_

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

is approved by:

Richard J. Bogue 12-21-2022

(City Engineer) (Date)

Approved by:

\_\_\_\_\_

Funding Agency (if applicable) (Date)

# APPLICATION AND CERTIFICATE FOR PAYMENT

Containing Contractor's signed Certification is attached

Project Name:			SID No. 184 - 23rd Street from East of 48th Avenue to 54th Avenue				Contractor's Pay Application:					7
Application Period: (From - To)			11/22/22 to 12/20/22									
A			B	C	D	E	F	G	H		I	
Item												
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (D*E)	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>23rd Street from E 48th Ave. to 54th Ave.</b>												
1	Mobilization	JOB	1	\$ 95,000.00	\$ 95,000.00	0.56	\$ 53,200.00		\$ 53,200.00	56	\$ 41,800.00	
2	Traffic and Pedestrian Control, including Detour	JOB	1	\$ 15,000.00	\$ 15,000.00	0.80	\$ 12,000.00		\$ 12,000.00	80	\$ 3,000.00	
3	NPDES, SWPPP, and BMP Maintenance	JOB	1	\$ 5,000.00	\$ 5,000.00	0.50	\$ 2,500.00		\$ 2,500.00	50	\$ 2,500.00	
4	Curb or Grate Inlet Filter BMP	EA	30	\$ 200.00	\$ 6,000.00	30	\$ 6,000.00		\$ 6,000.00	100	\$ -	
5	Erosion Control Matting	SF	882	\$ 1.60	\$ 1,411.20		\$ -		\$ -	0	\$ 1,411.20	
6	Sediment Control Silt Fence	LF	1,790	\$ 2.85	\$ 5,101.50	1,850	\$ 5,272.50		\$ 5,272.50	103	\$ (171.00)	
7	Clearing and Grubbing, Includes Trimming Trees	JOB	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00		\$ 15,000.00	100	\$ -	
8	Remove and Mill Asphalt Paving	SY	7,795	\$ 6.50	\$ 50,667.50	8,119	\$ 52,773.50		\$ 52,773.50	104	\$ (2,106.00)	
9	Remove Concrete Paving	SY	1,090	\$ 16.00	\$ 17,440.00	1,098	\$ 17,568.00		\$ 17,568.00	101	\$ (128.00)	
10	Remove Culvert All Sizes Including Headwalls and FES	EA	775	\$ 12.00	\$ 9,300.00	799	\$ 9,588.00		\$ 9,588.00	103	\$ (288.00)	
11	Remove Inlet	EA	2	\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00		\$ 2,000.00	100	\$ -	
12	Remove Junction Box Top, Construct MH Top	EA	3	\$ 2,500.00	\$ 7,500.00	4	\$ 10,000.00		\$ 10,000.00	133	\$ (2,500.00)	
13	Remove, Temporary Set, and Reset Mailbox	EA	7	\$ 500.00	\$ 3,500.00	4	\$ 2,000.00		\$ 2,000.00	57	\$ 1,500.00	
14	Remove and Reset Traffic Sign	EA	6	\$ 300.00	\$ 1,800.00	5	\$ 1,500.00		\$ 1,500.00	83	\$ 300.00	
15	Remove Sign, salvage to City	EA	3	\$ 100.00	\$ 300.00	3	\$ 300.00		\$ 300.00	100	\$ -	
16	Temporary Drive Surfacing and Maintenance	JOB	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00		\$ 5,000.00	100	\$ -	
17	9-inch P.C. Concrete with 1 1/4" Doweled Paving NDOT Type 47B-3500	SY	13,260	\$ 64.00	\$ 848,640.00	13,493	\$ 863,552.00	\$ -	\$ 863,552.00	102	\$ (14,912.00)	
18	8-inch P.C. Concrete Driveway Paving NDOT Type 47B-3500	SY	1,291	\$ 64.00	\$ 82,624.00	1,115	\$ 71,360.00	\$ -	\$ 71,360.00	86	\$ 11,264.00	
19	6-inch P.C. Concrete Street Paving NDOT Type 47B-3500	SY	117	\$ 60.00	\$ 7,020.00	339	\$ 20,340.00	\$ -	\$ 20,340.00	290	\$ (13,320.00)	
20	6-inch P.C. Concrete Trail Paving, including Handicap Ramps, NDOT Type 47B-3500	SY	2,928	\$ 60.00	\$ 175,680.00	438	\$ 26,280.00	\$ -	\$ 26,280.00	15	\$ 149,400.00	
21	6-inch P.C. Concrete Driveway Paving, NDOT Type 47B-3500	SY	226	\$ 60.00	\$ 13,560.00	451	\$ 27,060.00	\$ -	\$ 27,060.00	200	\$ (13,500.00)	
22	5-inch P.C. Concrete Sidewalk Paving, NDOT Type 47B-3500	SY	1,111	\$ 75.00	\$ 83,325.00	1,009	\$ 75,675.00	\$ -	\$ 75,675.00	91	\$ 7,650.00	
23	1.5 Foot Concrete Header	LF	97	\$ 20.00	\$ 1,940.00	265	\$ 5,300.00		\$ 5,300.00	273	\$ (3,360.00)	
24	ADA Handicap Ramp Detectable Warning Panel	SF	212	\$ 35.00	\$ 7,420.00	104	\$ 3,640.00		\$ 3,640.00	49	\$ 3,780.00	
25	4-inch Aggregate Paving Subbase	SY	16,020	\$ 16.00	\$ 256,320.00	16,020	\$ 256,320.00	\$ -	\$ 256,320.00	100	\$ -	
26	Underdrain System, including 4-inch Perforated PVC Pipe, Rock, Fabric, Complete in Place.	LF	5,718	\$ 14.00	\$ 80,052.00	5,106	\$ 71,484.00	\$ -	\$ 71,484.00	89	\$ 8,568.00	
27	Temporary Aggregate Drive Surfacing, Removal, and Maintenance	JOB	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00		\$ 15,000.00	100	\$ -	
<b>PAGE 1 TOTALS</b>					<b>\$ 1,811,601.20</b>		<b>\$ 1,630,713.00</b>		<b>\$ 1,630,713.00</b>		<b>\$ 180,888.20</b>	

Project Name: SID No. 184 - 23rd Street from East of 48th Avenue to 54th Avenue			Contractor's Pay Application: 7								
Application Period: (From - To)			11/22/22 to 12/20/22								
A			B	C	D	E	F	G	H		I
Item			Bid Quantity	Unit Price	Bid Value (D*E)	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									
28	Adjust Manhole to Grade	EA	17	\$ 750.00	\$ 12,750.00	11	\$ 8,250.00		\$ 8,250.00	65	\$ 4,500.00
29	Adjust Water Valve Box to Grade	EA	6	\$ 750.00	\$ 4,500.00	8	\$ 6,000.00		\$ 6,000.00	133	\$ (1,500.00)
30	Adjust Fire Hydrant to Grade, 12-inch Extension	EA	1	\$ 850.00	\$ 850.00		\$ -		\$ -	0	\$ 850.00
31	Monument Well	EA	3	\$ 1,000.00	\$ 3,000.00		\$ -		\$ -	0	\$ 3,000.00
32	6-foot Open Throat Inlet	EA	18	\$ 4,800.00	\$ 86,400.00	22	\$ 105,600.00		\$ 105,600.00	122	\$ (19,200.00)
33	Grate Inlet	EA	14	\$ 3,000.00	\$ 42,000.00	15	\$ 45,000.00		\$ 45,000.00	107	\$ (3,000.00)
34	Area Inlet	EA	2	\$ 3,500.00	\$ 7,000.00	2	\$ 7,000.00	\$ -	\$ 7,000.00	100	\$ -
35	Junction Box	EA	14	\$ 5,500.00	\$ 77,000.00	14	\$ 77,000.00		\$ 77,000.00	100	\$ -
36	24-inch RCP Class III Storm Sewer	LF	166	\$ 92.50	\$ 15,355.00	166	\$ 15,355.00		\$ 15,355.00	100	\$ -
37	18-inch RCP Class III Storm Sewer	LF	512	\$ 66.50	\$ 34,048.00	525	\$ 34,912.50		\$ 34,912.50	103	\$ (864.50)
38	15-inch RCP Class III Storm Sewer	LF	871	\$ 66.50	\$ 57,921.50	871	\$ 57,921.50		\$ 57,921.50	100	\$ -
39	10-inch PVC Schedule 40 Storm Sewer	LF	235	\$ 58.00	\$ 13,630.00	235	\$ 13,630.00		\$ 13,630.00	100	\$ -
40	24-inch Concrete Flared End Section	EA	2	\$ 1,250.00	\$ 2,500.00	2	\$ 2,500.00		\$ 2,500.00	100	\$ -
41	15-inch Concrete Flared End Section	EA	5	\$ 750.00	\$ 3,750.00	5	\$ 3,750.00		\$ 3,750.00	100	\$ -
42	24-inch Concrete Bend with Collar	EA	1	\$ 750.00	\$ 750.00	1	\$ 750.00		\$ 750.00	100	\$ -
43	15-inch Concrete Bend with Collar	EA	1	\$ 700.00	\$ 700.00	1	\$ 700.00		\$ 700.00	100	\$ -
44	Connect to Existing Box Culvert	EA	1	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00		\$ 1,200.00	100	\$ -
45	Connect to Existing Pipe with Collar, All Sizes	EA	5	\$ 650.00	\$ 3,250.00	6	\$ 3,900.00		\$ 3,900.00	120	\$ (650.00)
46	Plug 24-inch Box Opening	EA	2	\$ 450.00	\$ 900.00	2	\$ 900.00		\$ 900.00	100	\$ -
47	Over Excavation and Broken Concrete Rip Rap	JOB	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	0	\$ 5,000.00
48	Segmental Retaining Wall System	SF	236	\$ 90.00	\$ 21,240.00		\$ -		\$ -	0	\$ 21,240.00
49	Gravel Surfacing of Driveways	JOB	1	\$ 5,000.00	\$ 5,000.00	0.50	\$ 2,500.00		\$ 2,500.00	50	\$ 2,500.00
50	Crushed Rock Surfacing of Driveways	JOB	1	\$ 5,000.00	\$ 5,000.00	0.50	\$ 2,500.00		\$ 2,500.00	50	\$ 2,500.00
51	Speed Limit Sign and Telespar Post, all speeds	EA	7	\$ 270.00	\$ 1,890.00	7	\$ 1,890.00		\$ 1,890.00	100	\$ -
52	Center Turn Lane Sign with No Parking Sign on Telespar Post	EA	4	\$ 285.00	\$ 1,140.00		\$ -		\$ -	0	\$ 1,140.00
53	Stop Sign on Telespar Post	EA	4	\$ 235.00	\$ 940.00	2	\$ 470.00		\$ 470.00	50	\$ 470.00
54	Stop Sign Ahead on Telespar Post	EA	3	\$ 250.00	\$ 750.00	3	\$ 750.00		\$ 750.00	100	\$ -
55	Vehicle Directional Sign Ahead on Telespar Post	EA	1	\$ 325.00	\$ 325.00		\$ -		\$ -	0	\$ 325.00
56	Delineator Diamond Sign	EA	2	\$ 250.00	\$ 500.00		\$ -		\$ -	0	\$ 500.00
57	Delineator Angled Sign	EA	4	\$ 210.00	\$ 840.00	4	\$ 840.00		\$ 840.00	100	\$ -
58	Temporary Centerline Marking Paint	LF	3,100	\$ 0.38	\$ 1,178.00		\$ -		\$ -	0	\$ 1,178.00
59	Paint Striping, 4-inch Yellow, Solid, and Dashed	LF	6,321	\$ 5.52	\$ 34,891.92		\$ -		\$ -	0	\$ 34,891.92
60	Paint Striping, 4-inch White Solid	LF	96	\$ 3.68	\$ 353.28		\$ -		\$ -	0	\$ 353.28
61	Paint Striping, 24-inch White Solid	LF	189	\$ 29.50	\$ 5,575.50		\$ -		\$ -	0	\$ 5,575.50
62	Paint Striping, 12-inch White Solid	LF	87	\$ 12.60	\$ 1,096.20		\$ -		\$ -	0	\$ 1,096.20
63	Hydro Seed Disturbed Areas	ACRE	2	\$ 9,000.00	\$ 19,800.00		\$ -		\$ -	0	\$ 19,800.00
64	Overexcavation and Crushed Concrete	TON	500	\$ 75.00	\$ 37,500.00		\$ -		\$ -	0	\$ 37,500.00
65	Earthwork, Final Grading, Backfillings, and Shaping	JOB	1	\$ 95,000.00	\$ 95,000.00	0.60	\$ 57,000.00		\$ 57,000.00	60	\$ 38,000.00
<b>PAGE 2 TOTALS</b>					<b>\$ 605,524.40</b>		<b>\$ 450,319.00</b>		<b>\$ 450,319.00</b>		<b>\$ 155,205.40</b>

Project Name: SID No. 184 - 23rd Street from East of 48th Avenue to 54th Avenue			Contractor's Pay Application: 7								
Application Period: (From - To)			11/22/22 to 12/20/22								
A			B	C	D	E	F	G	H		I
Item											
FO 1 Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (D*E)	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)
FO1 1	8" PVC SDR26 Sanitary Sewer Main with Bedding	LF	570	\$ 77.00	\$ 43,890.00	570	\$ 43,890.00		\$ 43,890.00	100	\$ -
FO1 2	4" PVC Schedule 40 Sanitary Sewer Service Line	LF	115	\$ 52.00	\$ 5,980.00	115	\$ 5,980.00		\$ 5,980.00	100	\$ -
FO1 3	Manhole	VF	13	\$ 1,150.00	\$ 14,950.00	13	\$ 14,950.00		\$ 14,950.00	100	\$ -
FO1 4	8" x 4" Service Wye	EA	5	\$ 360.00	\$ 1,800.00	5	\$ 1,800.00		\$ 1,800.00	100	\$ -
FO1 5	Connect Existing Sewer Service Line	EA	2	\$ 350.00	\$ 700.00	2	\$ 700.00		\$ 700.00	100	\$ -
FO1 6	Connect to Existing Manhole	EA	1	\$ 1,400.00	\$ 1,400.00	1	\$ 1,400.00		\$ 1,400.00	100	\$ -
FO1 7	1" HDPE SDR 7 Water Service Line	LF	128	\$ 28.50	\$ 3,648.00	128	\$ 3,648.00		\$ 3,648.00	100	\$ -
FO1 8	1" Curb Stop with Roadway Box	EA	3	\$ 800.00	\$ 2,400.00	3	\$ 2,400.00		\$ 2,400.00	100	\$ -
FO1 9	1" Corp Stop with Service Saddle	EA	3	\$ 800.00	\$ 2,400.00	3	\$ 2,400.00		\$ 2,400.00	100	\$ -
FO1 10	Remove 6" Sanitary Sewer Main	LF	315	\$ 14.00	\$ 4,410.00	315	\$ 4,410.00		\$ 4,410.00	100	\$ -
<b>FIELD ORDER 1 TOTALS</b>					<b>\$ 81,578.00</b>		<b>\$ 81,578.00</b>		<b>\$ 81,578.00</b>		<b>\$ -</b>
<b>GRAND TOTAL OF ITEMS 1-65 plus FO #1</b>					<b>\$ 2,498,703.60</b>		<b>\$ 2,162,610.00</b>		<b>\$ 2,162,610.00</b>		<b>\$ 336,093.60</b>

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

1 PAGES

TO OWNER:  
City of Columbus

PROJECT:  
Quail Run Golf Course Restoration

APPLICATION NO: 1  
APPLICATION DATE: 12/20/22

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR:  
Koch Excavating  
5211 Howard Blvd  
Columbus, NE 68601

VIA ARCHITECT:

PERIOD TO:  
December 15,2022

CONTRACT FOR:

CONTRACT DATE: April 18,2022

**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	\$	96,223.89
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	96,223.89
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	86,223.89
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b)		0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	86,223.89
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	10,000.00

APPROVED CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTALS		\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR: Koch Excavating

By: Nancy of Koch Date: 12/20/22

State of: Nebraska County of: Platte  
Subscribed and sworn to before me this day of

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 . . . . . \$ 86,223.89

(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.)

By: Richard J. Bogue Date: 12-21-2022

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.



4.E. Payroll and bills on file.

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
82793	GEHRING CONSTRUCTION &	12/14/2022	01/04/2023	7,350.00	7,350.00	Open	N
82871	HAWKINS INC	12/13/2022	01/04/2023	5,041.74	5,041.74	Open	N
82902	SANDRY FIRE SUPPLY LLC	12/26/2022	01/04/2023	5,675.50	5,675.50	Open	N
82918	PETE LIEN & SONS INC.	12/21/2022	01/04/2023	5,790.45	5,790.45	Open	N
# of Invoices:	4	# Due:	4	Totals:	23,857.69	23,857.69	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					23,857.69	23,857.69	

--- TOTALS BY FUND ---

100 - GENERAL FUND	13,025.50	13,025.50
500 - UTILITY SERVICE	5,790.45	5,790.45
520 - WATER	5,041.74	5,041.74

--- TOTALS BY DEPT/ACTIVITY ---

120 - FIRE	5,675.50	5,675.50
156 - QUAIL RUN GOLF COURSE	7,350.00	7,350.00
501 - WASTEWATER TREATMENT FAC	5,790.45	5,790.45
520 - WATER	5,041.74	5,041.74

UNJOURNALIZED  
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	PRE-EMPLOYMENT, DRUG SCREENS	332.00	
100-100-52800	UNIFORMS	COLUMBUS CUSTOM EMBROIDER	POLOS, LONG SLEEVE POLOS-RICK BOGUS	94.00	
100-100-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	,ILESTONE MIGRATION OF SLC	255.21	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	66.19	
100-100-55900	MISCELLANEOUS	CAPITAL ONE - WALMART	GIFT CARD-WANDA REZAC	50.00	
100-100-55900	MISCELLANEOUS	PLATTE COUNTY REGISTER OF	RESOLUTION #R22-149	34.00	
100-100-56010	SUPPLIES	SHEVLIN SUPPLY	TOWELS WHITE	34.53	
100-100-56020	OFFICE SUPPLIES	AMAZON	JAM PAPER #14	82.88	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CARTRIDGE, GEL PEN	256.31	
100-100-56040	POSTAGE AND FREIGHT	PITNEY BOWES	EQUIPMENT SERVICE AGREEMENT 7/01/2022-1	571.66	
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	144.80	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	ALL MAKES OFFICE EQUIPMENT	FURNITURE	55,873.48	
100-100-57510-23002	CAPITAL-EQUIPMENT	LEICA GEOSYSTEMS INC	REFERENCE RECEIVER	22,917.76	
Total For Dept 100 GENERAL ADMINISTRATION				80,712.82	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-54310	BUILDING & GROUNDS MAINT	NOVICKI FIRE PREVENTION SE	YEARLY INSPECTION	93.00	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	26.27	
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	14.60	
Total For Dept 102 COLUMBUS AREA TRANSIT				133.87	
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-52710	EMPLOYEE RECRUITMENT/RETENTION	MENARDS	MENARDS GIFT CARD	200.00	
100-103-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	PRE-EMPLOYMENT, DRUG SCREENS	228.00	
100-103-56010-III-B	SUPPLIES	CAPITAL ONE - WALMART	COMMAND HOOKS	3.28	
100-103-56010-III-C	SUPPLIES	OLIVER PACKAGING & EQUIPM	FILM ROLL FOR HEAT SEALER	218.96	
100-103-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	36.50	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES	75.12	
Total For Dept 103 COLUMBUS COMMUNITY CENTER				761.86	
Dept 105 FINANCE					
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	36.50	
Total For Dept 105 FINANCE				36.50	
Dept 106 CITY CLERK					
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	29.20	
Total For Dept 106 CITY CLERK				29.20	
Dept 108 HUMAN RESOURCES					
100-108-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS AREA HUMAN RESOUF	SHRM MEMBERSHIP	125.00	
100-108-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDER	FLEECE JACKET - ROTH	90.00	
100-108-53400	COMPUTER SUPPORT/MAINT	AMAZON	LOGITECH MK570 WIRELESS	64.99	
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	7.30	
Total For Dept 108 HUMAN RESOURCES				287.29	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	BLUE TO GOLD LLC	ADVANCED SEARCH & SEIZURE, TRAFFIC STO	969.00	
100-110-52700	TRAINING AND TUITION	CAPITAL ONE - WALMART	MARKERS, FOAM PLATES & CUPS	18.55	
100-110-53520	CONTRACT SERVICES	ELECTRONIC ENGINEERING	2023 SERVICE CONTRACT	15,600.00	
100-110-53520	CONTRACT SERVICES	PLATTE VALLEY HUMANE SOCI	QUARTERLY PAYMENT PER AGREEMENT	21,000.00	
100-110-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	WHEEL LUG NUTS	44.50	
100-110-54380	MAINTENANCE AGREEMENTS	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	256.00	
100-110-54380	MAINTENANCE AGREEMENTS	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	133.02	

UNJOURNALIZED  
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-56010	SUPPLIES	CAPITAL ONE - WALMART	BATTERIES, CD-R 100PK, CABLE TIES	76.48	
100-110-56010	SUPPLIES	MENARDS	CORD COVER	35.92	
100-110-56010	SUPPLIES	SHEVLIN SUPPLY	WHITE TOWELS	69.06	
100-110-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	MARKERS, FOAM PLATES & CUPS	94.90	
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	412.76	
100-110-57510-23004	CAPITAL-EQUIPMENT	ARROWHEAD SCIENTIFIC, INC	FIELD DESK	1,889.25	
100-110-57520-21008	CAPITAL-VEHICLES	ELECTRONIC ENGINEERING	INSTALL MOBILE RADIO	501.61	
Total For Dept 110 POLICE				41,101.05	
Dept 120 FIRE					
100-120-52800	UNIFORMS	GALLS LLC	COAT ORDER	158.21	
100-120-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	2.80	
100-120-54310	BUILDING MAINTENANCE	BOMGAARS	HOSE WASHERS, SWITCH	7.28	
100-120-54310	BUILDING MAINTENANCE	MENARDS	HOSE REEL, AIR HOSE, RAINX BEAM BLADE	99.99	
100-120-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	SERP BELT, TENSIONER, RADIATOR, ENGINE	1,253.20	
100-120-56010	SUPPLIES	BOMGAARS	PUMP, FUEL TRANSFER HOSE	278.98	
100-120-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	87.50	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	67.57	
100-120-56190-20022	PERSONAL PROTECTIVE SUPP	ED M. FELD EQUIPMENT CO. I	INNOTEX GRAY HOOD	2,200.00	
100-120-56190-20022	PERSONAL PROTECTIVE SUPP	SANDRY FIRE SUPPLY LLC	POSTMANS SLIDE CHIN STRAP	5,675.50	
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	120.46	
100-120-57200-20021	CAPITAL-LAND & BUILDINGS	B-D CONSTRUCTION INC	COLUMBUS FIRE STATION #2	452,976.16	
Total For Dept 120 FIRE				462,927.65	
Dept 121 RESCUE					
100-121-52800	UNIFORMS	GALLS LLC	COAT ORDER	158.21	
100-121-53200	PROFESSIONAL SERVICES	STERICYCLE INC	MEDICAL WASTE SERVICES	1,061.33	
100-121-54330	VEHICLE MAINTENANCE	MENARDS	HOSE REEL, AIR HOSE, RAINX BEAM BLADE	58.93	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	ORAL NASAL W/O2 TUBING	987.00	
100-121-56010	SUPPLIES	MEDLINE INDUSTRIES INC	CAPILLARY BLOOD SAMPLE KIT	277.52	
100-121-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	87.50	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	67.57	
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	120.46	
Total For Dept 121 RESCUE				2,818.52	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	EMT COURSE - THEODORE VAUGHN, CALVIN NC	2,268.00	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				2,268.00	
Dept 130 LIBRARY					
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDER\	CITY TRENCH - CONNIE THOMAS	198.00	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	TESTING & COLLECTION	230.00	
100-130-53400-PCLAB	COMPUTER SUPPORT/MAINT	AMAZON	ORIGINAL HP 410X BLACK HIGH YIELD	167.30	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	AMAZON	CYAN TONER	392.78	
100-130-54310	BUILDING MAINTENANCE	MENARDS	ICE MELT	21.63	
100-130-55400	ADVERTISING AND PROMOTION	BEST VERSION MEDIA, LLC	AD MANAGEMENT FEE	152.00	
100-130-56010-BUILD	SUPPLIES	MENARDS	48" T12 40W 6500K	39.26	
100-130-56010-MTRLS	SUPPLIES	AMAZON	PACKING TAPE REFILL	25.59	
100-130-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CALENDAR	11.86	
100-130-56040-ILILO	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	LIBRARY/MEDIA MAIL	641.78	
100-130-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	102.20	
100-130-56250	REFUSE	U & I SANITATION	DECEMBER SERVICE	50.00	
100-130-56400-CHILD	PROGRAMS	CAPITAL ONE - WALMART	LATCH BOXES, ANIMAL CRACKERS, MARKERS	61.90	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56400-YASCH	PROGRAMS	AMAZON	UMAIBO JAPANESE CORN PUFFED	128.79	
100-130-56400-YASCH	PROGRAMS	CAPITAL ONE - WALMART	NABISCO COOKIES, RICE KRISPIE TREATS	56.62	
100-130-56400-YASRP	PROGRAMS	AMAZON	STICKERS FOR WATER BOTTLES	142.42	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	AMAZON	DVD'S	324.27	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD'S	92.00	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	IMATERIALS	1,289.83	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVD'S	262.36	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	IMATERIALS	63.65	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	AMAZON	DVD'S	28.55	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	IMATERIALS	115.65	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	ALL MAKES OFFICE EQUIPMENT	FURNITURE	118,731.09	
Total For Dept 130 LIBRARY				123,329.53	
Dept 140 CEMETERY					
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	7.30	
Total For Dept 140 CEMETERY				7.30	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDER,	PUFFY JACKET - VANESSA ADAME	56.00	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	SHEET PROTECTOR	34.97	
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	36.50	
Total For Dept 145 COMMUNITY DEVELOPMENT				127.47	
Dept 150 PARKS					
100-150-52800	UNIFORMS	FREWING STAN	WORK GLOVES	22.46	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORM	78.25	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	SPRAY PAINT	118.28	
100-150-54310	BUILDING MAINTENANCE	ELECTRICAL ENGINEERING &	LED PHOTO CONTROL	139.83	
100-150-54310	BUILDING MAINTENANCE	SACKETT ELECTRIC INC	TRACE LIGHTING PROBLEM AT GLUR PARK	78.00	
100-150-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	7.88	
100-150-54320	EQUIPMENT MAINTENANCE	AMAZON	DS PARTS	19.38	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	WIRE BRAID HOSE	655.46	
100-150-54320	EQUIPMENT MAINTENANCE	BOMGAARS	FASTENERS, DRILL BIT, PLIERS	115.97	
100-150-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	BRAKE STRAP	15.99	
100-150-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	REPAIR	90.00	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	10-40 ATV SEMISYN, OIL FILTER, BRAKLEEN	165.42	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	REARDON LAWN & GARDEN INC	CHAINSAW BATTERY	179.99	
100-150-55900	MISCELLANEOUS	ACE HARDWARE & GARDEN CNT	BIT SET, GLOVES	26.98	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	MARC BOWL CLEANER & DRAIN LINE OPENER	35.98	
100-150-56010	SUPPLIES	SHEVLIN SUPPLY	HAND CLEANER	61.26	
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	29.20	
Total For Dept 150 PARKS				1,840.33	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	,ILESTONE MIGRATION OF SLC	1,105.90	
100-151-54310	BUILDING MAINTENANCE	COLUMBUS PLUMBING COMPANY	2 KOHLER URINALS	710.00	
100-151-54320	EQUIPMENT MAINTENANCE	GIEC COMMUNICATIONS	ALARM MONITORING	330.00	
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	14.60	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				2,160.50	
Dept 152 AQUATIC CENTER POOL					
100-152-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	,ILESTONE MIGRATION OF SLC	425.35	
100-152-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	COVER BOX	13.98	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 152 AQUATIC CENTER POOL					
100-152-54310	BUILDING MAINTENANCE	MENARDS	MENDING PLATES	389.70	
100-152-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	PECO LINE VOLTAGE THERMOSTAT	120.61	
100-152-54320	EQUIPMENT MAINTENANCE	RUTT'S HEATING & A/C INC	INSTALLED IGNITER	117.50	
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	14.60	
Total For Dept 152 AQUATIC CENTER POOL				1,081.74	
Dept 155 VAN BERG GOLF COURSE					
100-155-54320	EQUIPMENT MAINTENANCE	BOMGAARS	CONDUIT STRAP, TEMNANT HOSE, HOSE COUPI	17.76	
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	21.90	
Total For Dept 155 VAN BERG GOLF COURSE				39.66	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-52700	TRAINING AND TUITION	USGA	2023 CLUB MEMBERSHIP	150.00	
100-156-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	OIL FILTERS	88.30	
100-156-54320	EQUIPMENT MAINTENANCE	BOMGAARS	ANTIFREEZE, TEFLON TAPE, BUSHING, HOSE	38.70	
100-156-54320	EQUIPMENT MAINTENANCE	TOO FAST SUPPLY	WAX LUBRICANT, UNIVERSAL DRIVE W/BALL	131.62	
100-156-54320	EQUIPMENT MAINTENANCE	TURFWERKS	TIE ROD END, RETAINER, GASKET, SEAL, MC	1,301.52	
100-156-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	SPARK PLUG, FUEL PUMP	1,610.13	
100-156-56010	SUPPLIES	BOMGAARS	STARTING FLUID	55.92	
100-156-56010	SUPPLIES	CAPITAL ONE - WALMART	BUSINESS CARD, HP 63 COMBO, 63XL COLOR/	236.58	
100-156-56010	SUPPLIES	MENARDS	TURBO TRUCK BED SPRAY	102.42	
100-156-56060	CHEMICALS	VAN DIEST SUPPLY COMPANY	CREDIT MEMO #264654 WAS REFUNDED BY CHE	446.32	
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	58.40	
100-156-57200-20111	CAPITAL-LAND & BUILDINGS	KOCH EXCAVATING CO INC	QUAIL RUN GOLF COURSE RESTORATION	86,223.89	
100-156-57200-23019	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	CONCRETE CART PATH BY CLUB HOUSE	7,350.00	
Total For Dept 156 QUAIL RUN GOLF COURSE				97,793.80	
Total For Fund 100 GENERAL FUND				817,457.09	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	SORENSEN JUSTIN M	EARLY START ICING EVENT - FEED STAFF	47.04	
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	TESTING & COLLECTION	564.00	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	485.05	
200-200-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	106.66	
200-200-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	PLEATED AIR FILTER	4.66	
200-200-54310	BUILDING MAINTENANCE	MENARDS	3 WIRE 50A FLUSH OUTLET	19.98	
200-200-54320	EQUIPMENT MAINTENANCE	TY'S OUTDOOR POWER & SERV	ENGINE	1,149.99	
200-200-54450	STREET MAINTENANCE	LOGAN CONTRACTORS SUPPLY	1211 NEBRASKA APPROVED 4 PALLETS	12,030.00	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	LIMEAWAY CLEANER, MR. CLEAN ERASER	105.94	
200-200-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	GAL DEGREASER	15.69	
200-200-56010	SUPPLIES	BLACKSTRAP INC	ROAD SALT 25.85 TONS	3,336.00	
200-200-56010	SUPPLIES	BOMGAARS	PLUG FUSE	17.99	
200-200-56010	SUPPLIES	MENARDS	FLUSH OUTLET, FILTER BAGS, CARTRIDGE FI	35.27	
200-200-56050	FUEL	BGNE INC	INTAKE SERVICE KIT, RESTORATION, DIESEI	438.81	
200-200-56050	FUEL	T-BONE FUEL DELIVERY	CLEAR WINTER DIESEL	6,319.06	
200-200-56120	TRAFFIC SIGNS	BOMGAARS	DUCT TAPE	76.97	
200-200-56190	PERSONAL PROTECTIVE SUPP	BOMGAARS	CRANK ASSY, GLOVES	77.94	
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	29.20	
200-200-57300-20076	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION &	SID #184- 23RD ST EAST OF 48TH AVE TO 5	317,485.60	
200-200-57300-20076	CAPITAL-NEW CONSTRUCTION	MID-STATE ENGINEERING & TFDIS	184 23RD ST & 48TH AVE	609.00	
200-200-57510-21019	CAPITAL-EQUIPMENT	MASTER TECH TRUCK & EQUIPM	FLOW	14,469.60	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
Total For Dept 200 STREETS				357,424.45	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	85.38	
200-202-53400	COMPUTER SUPPORT/MAINT	AMAZON	LOGOTECH MK735 PERFORMANCE	72.21	
200-202-56090	SMALL TOOLS	BOMGAARS	BARREL PUMP	21.99	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	OIL FILTERS	59.63	
200-202-56130	SUPPLIES FOR RESALE	BGNE INC	INTAKE SERVICE KIT, RESTORATION, DIESEI	94.58	
200-202-56130	SUPPLIES FOR RESALE	BOMGAARS	RATCHET BINDER, FLIP RING, ANTIFREEZE	217.39	
Total For Dept 202 MECHANICS SHOP				551.18	
Total For Fund 200 STREETS/ENGINEERING				357,975.63	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-54320	EQUIPMENT MAINTENANCE	BOMGAARS	ENGINE HOIST	399.99	
205-205-54320	EQUIPMENT MAINTENANCE	MENARDS	THERMOSTAT, AUTO WIRE STRIPPER	430.40	
205-205-54480	HANGAR MAINTENANCE	ELECTRICAL ENGINEERING &	120V 50/60 HZ 1000W LOCKING TYPE	135.84	
205-205-56010	SUPPLIES	MENARDS	ICE MELT	65.91	
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	NON DIRECTIONAL BEACON AT LAKEVIEW	25.00	
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	21.90	
205-205-56260	UTILITIES - FSS BUILDING	U & I SANITATION	DECMBER SERVICE	42.50	
Total For Dept 205 AIRPORT				1,121.54	
Total For Fund 205 AIRPORT				1,121.54	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	TESTING & COLLECTION	230.00	
220-220-56010	SUPPLIES	CAPITAL ONE - WALMART	LEENEX, CLOROX WIPES, WHITE OUT, POST I	91.23	
220-220-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	PENCIL SHARPENER, 8 TAB PAPER, PENS, SF	35.84	
220-220-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	1,215.99	
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	7.30	
220-220-56250	REFUSE	U & I SANITATION	DECMBER SERVICE	42.50	
Total For Dept 220 E911				1,622.86	
Total For Fund 220 COMMUNICATIONS - E911				1,622.86	
Fund 240 HOUSING REHAB & LOANS					
Dept 243 CDBG REVOLVING REHAB LOAN					
240-243-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	CDBG DHA REUSE NOVEMBER 2022 ADMIN SERV	75.00	
Total For Dept 243 CDBG REVOLVING REHAB LOAN				75.00	
Total For Fund 240 HOUSING REHAB & LOANS				75.00	
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	280.63	
500-500-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	106.67	
500-500-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	PLEATED AIR FILTER	4.66	
500-500-54310	BUILDING MAINTENANCE	O'REILLY AUTOMOTIVE INC	WASHER NOZLE	5.83	
500-500-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	BRUSH CUP, WD40, MR. CLEAN ERASER	14.77	
500-500-54320	EQUIPMENT MAINTENANCE	BOMGAARS	TIP	13.99	
500-500-54320	EQUIPMENT MAINTENANCE	ELECTRIC PUMP INC	NO PROBLEMS FOUND WITH UNIT, REWIRED FF	255.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	MOLY GREASE	30.95	
500-500-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	GL WIPER FLUID, SILICONE	12.67	
500-500-54390	SYSTEM MAINTENANCE	MATHESON-LINWELD	WELD MIX	65.35	
500-500-54390	SYSTEM MAINTENANCE	OTTE ELECTRIC	LABOR TO HOOK GENERATOR AT COLLEGE VIEW	75.00	
500-500-55900	MISCELLANEOUS	BOSAK KIMBERLY	REFUND OVER DRAFT FEE	15.00	
500-500-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	TAPE, PACKING TAPE	5.79	
500-500-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PERFED PAPER	107.18	
500-500-56020	OFFICE SUPPLIES	PITNEY BOWES	E-Z SEAL 5 GALLON CONTAINER	51.00	
500-500-56090	SMALL TOOLS	BOMGAARS	TAPE MEASURE	12.99	
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	33.46	
Total For Dept 500 WASTEWATER COLLECTION				1,090.94	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	203.31	
500-501-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	CARB CLEANER	15.18	
500-501-54320	EQUIPMENT MAINTENANCE	INDUSTRIAL CONTROL SYSTEMS	LIME FEEDER VFD SERVICE CALL	3,355.04	
500-501-54320	EQUIPMENT MAINTENANCE	MENARDS	PIPE IN SLF SEAL	8.38	
500-501-54390	SYSTEM MAINTENANCE	BOMGAARS	CONNECTORS, TERMINALS, CRIMP TOOL, LIGH	82.96	
500-501-56010	SUPPLIES	CAPITAL ONE - WALMART	ZEISS 100 CT, SCRAPER, SLM GAUGE	23.35	
500-501-56010	SUPPLIES	MENARDS	DUCT TAPE, CAULK GUN, WHITE CAULK	53.67	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	35.96	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	5,790.45	
500-501-56090	SMALL TOOLS	MENARDS	SCRAPER BRUSH, SOCKETS	25.97	
500-501-56100	LABORATORY	HACH COMPANY	BUFFER SOLN, SENSOR CAP, PH PAPER	675.35	
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	36.50	
Total For Dept 501 WASTEWATER TREATMENT FAC				10,306.12	
Total For Fund 500 UTILITY SERVICE				11,397.06	
Fund 520 WATER					
Dept 520 WATER					
520-520-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	PRE-EMPLOYMENT, DRUG SCREENS	65.00	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	166.80	
520-520-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	106.67	
520-520-53400	COMPUTER SUPPORT/MAINT	CAPITAL ONE - WALMART	LOGITECH WIRELESS COMBO	20.30	
520-520-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	,ILESTONE MIGRATION OF SLC	680.56	
520-520-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	PLEATED AIR FILTER	4.66	
520-520-54310	BUILDING MAINTENANCE	MENARDS	SAW BLADES, 2X4-8'	56.60	
520-520-54310	BUILDING MAINTENANCE	O'REILLY AUTOMOTIVE INC	PWR RTD BELT	24.19	
520-520-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	BRUSH CUP, WD40, MR. CLEAN ERASER	14.78	
520-520-54320	EQUIPMENT MAINTENANCE	BOMGAARS	DIESEL SUPPLEMENT	38.49	
520-520-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	MOLY GREASE	30.95	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	MOLDING LATCH	74.70	
520-520-54390	SYSTEM MAINTENANCE	BOMGAARS	DIESEL FUEL CONDITIONER	13.90	
520-520-54390	SYSTEM MAINTENANCE	KELLY SUPPLY COMPANY	1/2" ISO-FF COUP & NIPP, ORING FITTINGS	120.60	
520-520-54390	SYSTEM MAINTENANCE	MATHESON-LINWELD	WELD MIX	65.35	
520-520-54390	SYSTEM MAINTENANCE	MENARDS	SCREWS, 4X8 RTD SHTG	178.96	
520-520-54390	SYSTEM MAINTENANCE	RAILROAD MANAGEMENT CO III	LICENSE FEES 4/01/23 TO 3/31/24	344.67	
520-520-54390	SYSTEM MAINTENANCE	VESSCO INC	MARLOW, LEAK DETECTOR FLOAT STYLE	1,655.77	
520-520-54420	WELL MAINTENANCE	DOWNEY DRILLING	ANNUAL WELL MAINTENANCE-EFFICIENCY TEST	2,500.00	
520-520-54420	WELL MAINTENANCE	MENARDS	SEWER PIPE, ICE MELT, COUPLER, ADAPTER,	630.75	
520-520-54420	WELL MAINTENANCE	POWER TECH LLC	SERVICED WELL MOTOR - WELL #17	975.00	
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	WATER TESTING	419.90	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 520 WATER					
520-520-55900	MISCELLANEOUS	BOSAK KIMBERLY	REFUND OVER DRAFT FEE	15.00	
520-520-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	TAPE, PACKING TAPE	5.80	
520-520-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	TAPE	36.44	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PERFED PAPER	107.17	
520-520-56020	OFFICE SUPPLIES	PITNEY BOWES	E-Z SEAL 5 GALLON CONTAINER	50.99	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	5,041.74	
520-520-56090	SMALL TOOLS	BOMGAARS	SOCKET ADAPTER, LIGHT KIT	84.13	
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	55.36	
Total For Dept 520 WATER				13,585.23	
Total For Fund 520 WATER				13,585.23	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	322.73	
570-570-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	, ILESTONE MIGRATION OF SLC	1,190.98	
570-570-54320	EQUIPMENT MAINTENANCE	GAVER TIRE & AUTO CENTER	TIRES	3,526.87	
570-570-54320	EQUIPMENT MAINTENANCE	ROAD BUILDERS MACHINERY AND	DEF TANK SENSOR	2,938.43	
570-570-54330	VEHICLE MAINTENANCE	KELLY SUPPLY COMPANY	BAR STOCK BRASS	4.05	
570-570-54330	VEHICLE MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	TIRE VAL, FITTING, POWER SERVICE DIESEI	50.34	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	2 TRUCK TIRE REPQIRS	293.50	
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	POWER STEERING INSERT, 12V STARTING BAI	784.48	
570-570-54580	COMPOSTING	M & L INC	YARD WASTE REMOVAL 11/01/2022-11/30/202	4,181.10	
570-570-56010	SUPPLIES	MENARDS	SPLASH -35, UTILITY KNIFE	14.97	
570-570-56010	SUPPLIES	NAPA AUTO PARTS OF COLUMBU	POWER SERVICE DIESEL	30.78	
570-570-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	47.10	
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	33.04	
570-570-56090	SMALL TOOLS	NAPA AUTO PARTS OF COLUMBU	CHUCK HD	145.68	
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 12/16-01/15	21.90	
Total For Dept 570 TRANSFER STATION				13,585.95	
Total For Fund 570 SOLID WASTE DIVISION				13,585.95	
Fund 600 HEALTH INSURANCE					
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-PACE PROGRAM	1,160.00	
Total For Dept 000				1,160.00	
Total For Fund 600 HEALTH INSURANCE				1,160.00	

UNJOURNALIZED  
BOTH OPEN AND PAID

GL Number                      Invoice Line Desc                      Vendor                      Invoice Description                      Amount                      Check #

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Fund Totals:

Fund 100 GENERAL FUND	817,457.09
Fund 200 STREETS/ENGINEE	357,975.63
Fund 205 AIRPORT	1,121.54
Fund 220 COMMUNICATIONS	1,622.86
Fund 240 HOUSING REHAB &	75.00
Fund 500 UTILITY SERVICE	11,397.06
Fund 520 WATER	13,585.23
Fund 570 SOLID WASTE DIV	13,585.95
Fund 600 HEALTH INSURANC	1,160.00

Total For All Funds:	<u>1,217,980.36</u>
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Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00116	ACE HARDWARE & GARDEN CNT				
01/04/2023	INVOICE	190766/5	COVER BOX	1.99	
01/04/2023	INVOICE	190750/5	SPRAY PAINT	8.59	
01/04/2023	INVOICE	190748/5	WIRE WNG CONNECTOR, ELEC TAPE, BULB	15.77	
01/04/2023	INVOICE	190744/5	LIMEAWAY CLEANER, MR. CLEAN ERASER	15.97	
01/04/2023	INVOICE	190741/5	BRUSH CUP, WD40, MR. CLEAN ERASER	29.55	
01/04/2023	INVOICE	190739/5	BROODER LAMP, SOFT LENS 250W	32.98	
01/04/2023	INVOICE	190785/5	GAS CAN	89.97	
01/04/2023	INVOICE	190780/5	LED BULB, MASONRY BIT SET	36.98	
01/04/2023	INVOICE	190716/5	PLEATED AIR FILTER	13.98	
01/04/2023	INVOICE	190630/5	TAPE, PACKING TAPE	11.59	
01/04/2023	INVOICE	190808/5	MOLDING LATCH	3.16	
01/04/2023	INVOICE	190804/5	CARB CLEANER	15.18	
01/04/2023	INVOICE	190843/5	FILM POLY, STAPLES, STAPLEGUN	54.56	
01/04/2023	INVOICE	190834/5	ROLLER, BRUSH SET	23.96	
01/04/2023	INVOICE	190619/5	NUTS, BOLTS, SCREWS	2.80	
01/04/2023	INVOICE	190635/5	PP INTERIOR	16.98	
01/04/2023	INVOICE	190620/5	NUTS, BOLTS, SCREWS	7.88	
01/04/2023	INVOICE	190701/5	GREAT STUFF BIG GAP	11.99	
01/04/2023	INVOICE	190694/5	MARC BOWL CLEANER & DRAIN LINE OPENER	35.98	
01/04/2023	INVOICE	190661/5	BIT SET, GLOVES	26.98	
			Total:	456.84	
			Net of 20 Invoices / 0 Checks	456.84	
00180	ADVANCE AUTO PARTS				
01/04/2023	INVOICE	5606225581229	OIL FILTERS	7.90	
01/04/2023	INVOICE	5606229345400	26" XTRA CLEAR	24.76	
01/04/2023	INVOICE	5606234949469	OIL FILTER, AIR FILTER	26.97	
			Total:	59.63	
			Net of 3 Invoices / 0 Checks	59.63	
10428	ALL MAKES OFFICE EQUIPMENT				
01/04/2023	INVOICE	M60381.005	FURNITURE	36,291.30	
01/04/2023	INVOICE	M60381.001	CHAIRS	27,996.00	
01/04/2023	INVOICE	M60381.003	LECTURN	1,496.63	
01/04/2023	INVOICE	M60381.006	FURNITURE	36,477.00	
01/04/2023	INVOICE	M60381.004	FURNITURE	72,343.64	
			Total:	174,604.57	
			Net of 5 Invoices / 0 Checks	174,604.57	
00501	AMAZON				
01/04/2023	INVOICE	BWBUIHWGSPVT	PACKING TAPE REFILL	25.59	
01/04/2023	INVOICE	BZQXTUZXFOTM	STICKERS FOR WATER BOTTLES	23.45	
01/04/2023	INVOICE	CFNBVDZUXEME	MINI FRIDGE- COUNTERTOP COOLER FOR SUPPLIES	96.99	
01/04/2023	INVOICE	CEQODVPKMXOI	CYAN TONER	134.00	
01/04/2023	INVOICE	BJCMNIMPVXPC	HP BLACK TONER	108.89	
01/04/2023	INVOICE	DBNIREJLQOHE	DS PARTS	19.38	
01/04/2023	INVOICE	CDLWJSVUONID	DVD'S	81.31	
01/04/2023	INVOICE	BJBFJGOZPMPP	200 PCS ANIME MIXED STICKERS	21.98	
01/04/2023	INVOICE	CFYYSAQDHGSK	LOGITECH MK570 WIRELESS	64.99	
01/04/2023	INVOICE	HFWHHAQOFMMQ	LOGOTECH MK735 PERFORMANCE	72.21	
01/04/2023	INVOICE	PDSZINKEZIYN	A DOGGONE CHRISTMAS	9.36	
01/04/2023	INVOICE	TSGUCZPOYABG	MAGENTA TONER	149.89	
01/04/2023	INVOICE	BWZPNGFZPEWE	UMAIBO JAPANESE CORN PUFFED	56.85	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/04/2023	INVOICE	FUXLISQWPUIA	DVD'S	262.15	
01/04/2023	INVOICE	KRNDGHALLYOK	ORIGINAL HP 410X BLACK HIGH YIELD	167.30	
01/04/2023	INVOICE	BHTCECJEZIZT	SAMURAI DAGASHI SET	71.94	
01/04/2023	INVOICE	BQGUVRTATMIS	JAM PAPER #14	82.88	
Total:				1,449.16	
Net of 17 Invoices / 0 Checks				1,449.16	
10561	ARNOLD MOTOR SUPPLY				
01/04/2023	INVOICE	78NV055752	OIL FILTERS	50.30	
01/04/2023	INVOICE	78NV055686	BATTERY CABLE LUG	14.80	
01/04/2023	INVOICE	78NV055735	BATTERY TERMINALS	23.20	
01/04/2023	INVOICE	78NV056255	GAL DEGREASER	15.69	
01/04/2023	INVOICE	78NV049892	WIRE BRAID HOSE	60.21	
01/04/2023	INVOICE	78NV049893	EXHAUST WRAP	62.37	
01/04/2023	INVOICE	78NV056676	OIL & AIR FILTER	68.50	
01/04/2023	INVOICE	78NV055687	OIL FILTER	13.97	
01/04/2023	INVOICE	78NV056521	12V HIGH PERF AUTO	129.11	
01/04/2023	INVOICE	78NV056554	WIRE BRAID HOSE	321.30	
01/04/2023	INVOICE	78NV055650	10-40 ATV SEMISYN, OIL FILTER, BRAKLEEN	109.80	
01/04/2023	INVOICE	78NV053567	AIR FILTER	28.32	
01/04/2023	INVOICE	78NV055285	AIR FILTER	15.65	
01/04/2023	INVOICE	78NV055327	GASKET ADHESIVE	11.65	
Total:				924.87	
Net of 14 Invoices / 0 Checks				924.87	
00899	ARROWHEAD SCIENTIFIC, INC				
01/04/2023	INVOICE	154342	FIELD DESK	1,889.25	
Total:				1,889.25	
Net of 1 Invoices / 0 Checks				1,889.25	
03119	B-D CONSTRUCTION INC				
01/04/2023	INVOICE	6	COLUMBUS FIRE STATION #2	101,799.18	
01/04/2023	INVOICE	7	COLUMBUS FIRE STATION #2	151,662.59	
01/04/2023	INVOICE	8	COLUMBUS FIRE STATION #2	199,514.39	
Total:				452,976.16	
Net of 3 Invoices / 0 Checks				452,976.16	
10435	BEST VERSION MEDIA, LLC				
01/04/2023	INVOICE	280875-202302	AD MANAGEMENT FEE	152.00	
Total:				152.00	
Net of 1 Invoices / 0 Checks				152.00	
02555	BGNE INC				
01/04/2023	INVOICE	PI0106138	INTAKE SERVICE KIT, RESTORATION, DIESEL OIL	533.39	
Total:				533.39	
Net of 1 Invoices / 0 Checks				533.39	
00917	BLACKSTONE PUBLISHING				
01/04/2023	INVOICE	2075561	CD'S	92.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	92.00	
			Net of 1 Invoices / 0 Checks	92.00	
01147	BLACKSTRAP INC				
01/04/2023	INVOICE	135858	ROAD SALT 25.85 TONS	1,654.40	
01/04/2023	INVOICE	135859	ROAD SALT 26.275 TONS	1,681.60	
			Total:	3,336.00	
			Net of 2 Invoices / 0 Checks	3,336.00	
10348	BLUE TO GOLD LLC				
01/04/2023	INVOICE	COL-23-IG50008	ADVANCED SEARCH & SEIZURE, TRAFFIC STOPS & (	969.00	
			Total:	969.00	
			Net of 1 Invoices / 0 Checks	969.00	
00337	BOMGAARS				
01/04/2023	INVOICE	35068366	ANTIFREEZE, TEFLON TAPE, BUSHING, HOSE WASHI	38.70	
01/04/2023	INVOICE	35061903	STARTING FLUID	7.98	
01/04/2023	INVOICE	35069461	HOSE WASHERS, SWITCH	7.28	
01/04/2023	INVOICE	35068696	CONDUIT STRAP, TEMNANT HOSE, HOSE COUPLING	17.76	
01/04/2023	INVOICE	35070353	SPRAY PAINT	47.94	
01/04/2023	INVOICE	35073043	ENGINE HOIST	399.99	
01/04/2023	INVOICE	35072206	PUMP, FUEL TRANSFER HOSE	278.98	
01/04/2023	INVOICE	35070500	DUCT TAPE	26.98	
01/04/2023	INVOICE	35060987	SOCKET ADAPTER, LIGHT KIT	84.13	
01/04/2023	INVOICE	35073056	CRANK ASSY, GLOVES	35.96	
01/04/2023	INVOICE	35076112	FASTENERS, DRILL BIT, PLIERS	56.76	
01/04/2023	INVOICE	35076299	RATCHET BINDER, FLIP RING, ANTIFREEZE	71.90	
01/04/2023	INVOICE	35076642	ATV OW-40 SY	23.98	
01/04/2023	INVOICE	35077143	GREASE O-RING	11.76	
01/04/2023	INVOICE	35069118	TIE DOWNS, BINDER CHAIN, CLEVIS SLIP HOOK	145.49	
01/04/2023	INVOICE	35069650	PLUG FUSE	17.99	
01/04/2023	INVOICE	35060923	CEILING BOX	49.99	
01/04/2023	INVOICE	35063718	GLOVES	20.99	
01/04/2023	INVOICE	35064570	BARREL PUMP	21.99	
01/04/2023	INVOICE	35064164	GLOVES	20.99	
01/04/2023	INVOICE	35068693	TIP	13.99	
01/04/2023	INVOICE	35062003	CONNECTORS, TERMINALS, CRIMP TOOL, LIGHT KI'	82.96	
01/04/2023	INVOICE	35070265	TAPE MEASURE	12.99	
01/04/2023	INVOICE	35064253	GASKET, CATALYST, NYLON ROPE	23.47	
01/04/2023	INVOICE	35070433	DIESEL SUPPLEMENT	38.49	
01/04/2023	INVOICE	35069623	DIESEL FUEL CONDITIONER	13.90	
			Total:	1,573.34	
			Net of 26 Invoices / 0 Checks	1,573.34	
10943	BOSAK KIMBERLY				
01/04/2023	INVOICE	12202022	REFUND OVER DRAFT FEE	30.00	
			Total:	30.00	
			Net of 1 Invoices / 0 Checks	30.00	
00240	BOUND TREE MEDICAL LLC				
01/04/2023	INVOICE	84793405	ORAL NASAL W/O2 TUBING	987.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	987.00	
			Net of 1 Invoices / 0 Checks	987.00	
10626	CAPITAL ONE - WALMART				
01/04/2023	INVOICE	12012022	LEENEX, CLOROX WIPES, WHITE OUT, POST ITS, MARKERS, FOAM PLATES & CUPS	91.23	
01/04/2023	INVOICE	986811	MARKERS, FOAM PLATES & CUPS	44.26	
01/04/2023	INVOICE	663832	SEAGATE 1 TB BACKUP PLUS	49.97	
01/04/2023	INVOICE	376590	COMMAND HOOKS	3.28	
01/04/2023	INVOICE	671764	LATCH BOXES, ANIMAL CRACKERS, MARKERS	61.90	
01/04/2023	INVOICE	593854	BUSINESS CARD, HP 63 COMBO, 63XL COLOR/BLAC	236.58	
01/04/2023	INVOICE	951811	BATTERIES, CD-R 100PK, CABLE TIES	95.70	
01/04/2023	INVOICE	495027	NABISCO COOKIES, RICE KRISPIE TREATS	56.62	
01/04/2023	INVOICE	583714	ZEISS 100 CT, SCRAPER, SLM GAUGE	23.35	
01/04/2023	INVOICE	347279	GIFT CARD-WANDA REZAC	50.00	
01/04/2023	INVOICE	542086702	LOGITECH WIRELESS COMBO	20.30	
01/04/2023	INVOICE	549703653	PENCIL SHARPENER, 8 TAB PAPER, PENS, SHARPI	35.84	
			Total:	769.03	
			Net of 12 Invoices / 0 Checks	769.03	
10604	CASEY'S MAIL SERVICE LLC				
01/04/2023	INVOICE	2461	LIBRARY/MEDIA MAIL	641.78	
			Total:	641.78	
			Net of 1 Invoices / 0 Checks	641.78	
03136	CENTRAL COMMUNITY COLLEGE				
01/04/2023	INVOICE	001905860	EMT COURSE - THEODORE VAUGHN, CALVIN NOVAK	2,268.00	
			Total:	2,268.00	
			Net of 1 Invoices / 0 Checks	2,268.00	
03140	COLUMBUS AREA CHAMBER OF HEALTH				
01/04/2023	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,160.00	
			Total:	1,160.00	
			Net of 1 Invoices / 0 Checks	1,160.00	
03009	COLUMBUS AREA HUMAN RESOURCE				
01/04/2023	INVOICE	173418-SH	SHRM MEMBERSHIP	125.00	
			Total:	125.00	
			Net of 1 Invoices / 0 Checks	125.00	
00036	COLUMBUS CUSTOM EMBROIDERY				
01/04/2023	INVOICE	E41509	POLOS, LONG SLEEVE POLOS-RICK BOGUS	94.00	
01/04/2023	INVOICE	E41444	FLEECE JACKET - ROTH	50.00	
01/04/2023	INVOICE	E41469	PUFFY JACKET - VANESSA ADAME	56.00	
01/04/2023	INVOICE	E41538	CITY TRENCH - CONNIE THOMAS	172.00	
01/04/2023	INVOICE	E41592	POLO - CONNELL	26.00	
01/04/2023	INVOICE	E41591	FLEECE FULL ZIP JACKET - ORENDER	40.00	
			Total:	438.00	
			Net of 6 Invoices / 0 Checks	438.00	
03139	COLUMBUS PLUMBING COMPANY				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/04/2023	INVOICE	0005985	2 KOHLER URINALS	710.00	
			Total:	710.00	
			Net of 1 Invoices / 0 Checks	710.00	
03279	DAS STATE ACCOUNTING				
01/04/2023	INVOICE	1349711	MONTHLY NETWORK CHARGES	256.00	
01/04/2023	INVOICE	1349762	MONTHLY NETWORK CHARGES	1,215.99	
			Total:	1,471.99	
			Net of 2 Invoices / 0 Checks	1,471.99	
03065	DOWNEY DRILLING				
01/04/2023	INVOICE	22-1714	ANNUAL WELL MAINTENANCE-EFFICIENCY TESTS	2,500.00	
			Total:	2,500.00	
			Net of 1 Invoices / 0 Checks	2,500.00	
03158	EAKES OFFICE SOLUTIONS				
01/04/2023	INVOICE	INV419360	COPIER CONTRACT	133.02	
01/04/2023	INVOICE	8634602-0	PERFED PAPER	214.35	
01/04/2023	INVOICE	8629654-0	CARTRIDGE, GEL PEN	35.33	
01/04/2023	INVOICE	8635924-0	PAPER	47.10	
01/04/2023	INVOICE	INV420094	COPIER CONTRACT	103.22	
01/04/2023	INVOICE	8630998-0	TAPE	36.44	
01/04/2023	INVOICE	8627896-0	SHEET PROTECTOR	10.69	
01/04/2023	INVOICE	8615559-1	CALENDAR	11.86	
01/04/2023	INVOICE	8629653-0	CORRECTION TAPE	24.28	
01/04/2023	INVOICE	8634388-0	ENVELOPES	25.77	
01/04/2023	INVOICE	8629654-1	HP730 CARTRIDGE	91.99	
			Total:	734.05	
			Net of 11 Invoices / 0 Checks	734.05	
02580	ED M. FELD EQUIPMENT CO. INC.				
01/04/2023	INVOICE	0415245-IN	INNOTEX GRAY HOOD	2,200.00	
			Total:	2,200.00	
			Net of 1 Invoices / 0 Checks	2,200.00	
00191	ELECTRIC PUMP INC				
01/04/2023	INVOICE	0899031-IN	NO PROBLEMS FOUND WITH UNIT, REWIRED FROM 2:	255.00	
			Total:	255.00	
			Net of 1 Invoices / 0 Checks	255.00	
03161	ELECTRICAL ENGINEERING &				
01/04/2023	INVOICE	8129825-00	LED PHOTO CONTROL	48.52	
01/04/2023	INVOICE	8129836-00	CLR BOX, LED 5000K 14W	91.31	
01/04/2023	INVOICE	8115248-00	120V 50/60 HZ 1000W LOCKING TYPE	135.84	
			Total:	275.67	
			Net of 3 Invoices / 0 Checks	275.67	
01597	ELECTRONIC ENGINEERING				
01/04/2023	INVOICE	853004663-1	2023 SERVICE CONTRACT	15,600.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/04/2023	INVOICE	855001883-1	INSTALL MOBILE RADIO	501.61	
			Total:	16,101.61	
			Net of 2 Invoices / 0 Checks	16,101.61	
10945 01/04/2023	PREWING STAN INVOICE	12082022PARKS	WORK GLOVES	22.46	
			Total:	22.46	
			Net of 1 Invoices / 0 Checks	22.46	
03172 01/04/2023	GALLS LLC INVOICE	022667633	COAT ORDER	164.92	
01/04/2023	INVOICE	022801327	HAYS NEW UNIFORM	151.50	
			Total:	316.42	
			Net of 2 Invoices / 0 Checks	316.42	
01789 01/04/2023	GAVER TIRE & AUTO CENTER INC INVOICE	71958	TIRES	3,526.87	
			Total:	3,526.87	
			Net of 1 Invoices / 0 Checks	3,526.87	
03174 01/04/2023	GEHRING CONSTRUCTION & INVOICE	7	SID #184- 23RD ST EAST OF 48TH AVE TO 54TH	317,485.60	
01/04/2023	INVOICE	11745	CONCRETE CART PATH BY CLUB HOUSE	7,350.00	
			Total:	324,835.60	
			Net of 2 Invoices / 0 Checks	324,835.60	
00303 01/04/2023	GENE STEFFY FORD INVOICE	206787	WHEEL LUG NUTS	32.50	
01/04/2023	INVOICE	PCP-703053	RTD LEY BUTTON BATTERIES	12.00	
			Total:	44.50	
			Net of 2 Invoices / 0 Checks	44.50	
00479 01/04/2023	GIEC COMMUNICATIONS INVOICE	DA04552022	ALARM MONITORING	330.00	
			Total:	330.00	
			Net of 1 Invoices / 0 Checks	330.00	
02075 01/04/2023	GREAT PLAINS COMMUNICATIONS INVOICE	139461 4025648127	PHONE/INTERNET CHARGES 12/16-01/15	1,412.90	
			Total:	1,412.90	
			Net of 1 Invoices / 0 Checks	1,412.90	
03182 01/04/2023	HACH COMPANY INVOICE	13383271	BUFFER SOLN, SENSOR CAP, PH PAPER	675.35	
			Total:	675.35	
			Net of 1 Invoices / 0 Checks	675.35	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00272 01/04/2023	HAWKINS INC INVOICE	6358023	CHEMICALS	5,041.74	
			Total:	5,041.74	
			Net of 1 Invoices / 0 Checks	5,041.74	
00150 01/04/2023	HOMETOWN LEASING INVOICE	4	COPIER LEASE PAYMENT	175.00	
			Total:	175.00	
			Net of 1 Invoices / 0 Checks	175.00	
00088 01/04/2023	INDUSTRIAL CONTROL SYSTEMS INC INVOICE	2674	LIME FEEDER VFD SERVICE CALL	3,355.04	
			Total:	3,355.04	
			Net of 1 Invoices / 0 Checks	3,355.04	
03194 01/04/2023	INGRAM LIBRARY SERVICES, INC INVOICE	73145800	MATERIALS	956.24	
01/04/2023	INVOICE	73171645	MATERIALS	29.70	
01/04/2023	INVOICE	73274202	MATERIALS	73.04	
01/04/2023	INVOICE	73324892	MATERIALS	119.33	
01/04/2023	INVOICE	73343823	MATERIALS	198.59	
01/04/2023	INVOICE	73427458	MATERIALS	59.32	
01/04/2023	INVOICE	73446838	MATERIALS	47.53	
01/04/2023	INVOICE	73450422	CREDIT - RETURN	(14.62)	
			Total:	1,469.13	
			Net of 8 Invoices / 0 Checks	1,469.13	
03199 01/04/2023	JACKSON SERVICES INC INVOICE	4959529	UNIFORM	25.90	
01/04/2023	INVOICE	4952127	UNIFORMS	246.17	
01/04/2023	INVOICE	4955309	MATS	66.19	
01/04/2023	INVOICE	4955294	UNIFORMS	83.33	
01/04/2023	INVOICE	4955293	UNIFORMS	26.11	
01/04/2023	INVOICE	4954515	MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPE, :	135.14	
01/04/2023	INVOICE	4950291	MAT	26.27	
01/04/2023	INVOICE	4950290	UNIFORMS	83.47	
01/04/2023	INVOICE	4950289	UNIFORM	26.24	
01/04/2023	INVOICE	4952136	UNIFORMS	107.62	
01/04/2023	INVOICE	4952137	UNIFORMS	101.72	
01/04/2023	INVOICE	4952136	UNIFORMS	107.62	
01/04/2023	INVOICE	4953033	UNIFORMS	140.38	
01/04/2023	INVOICE	4952138	MAT	3.04	
01/04/2023	INVOICE	4958037	RAGS, MATS, SHOP TOWELS, UNIFORMS	324.26	
01/04/2023	INVOICE	4957112	MATS, BAR TOWELS, SHOP TOWELS	32.92	
01/04/2023	INVOICE	4957111	UNIFORMS	101.59	
01/04/2023	INVOICE	4957110	MATS, ROLLER TOWELS, UNIFORMS	140.53	
01/04/2023	INVOICE	4957103	UNIFORMS	140.25	
			Total:	1,918.75	
			Net of 19 Invoices / 0 Checks	1,918.75	
03202	KELLY SUPPLY COMPANY				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/04/2023	INVOICE	S12280793-0	BAR STOCK BRASS	4.05	
01/04/2023	INVOICE	S12280717-0	1/2" ISO-FF COUP & NIPP, ORING FITTINGS, PLU	49.44	
01/04/2023	INVOICE	S12280726-0	BALL VALVE PVC, PVC PIPE NIPPLE	19.25	
01/04/2023	INVOICE	S12280660-0	REGULATED VALVE	51.91	
Total:				124.65	
Net of 4 Invoices / 0 Checks				124.65	
03206	KOCH EXCAVATING CO INC				
01/04/2023	INVOICE	1	QUAIL RUN GOLF COURSE RESTORATION	86,223.89	
Total:				86,223.89	
Net of 1 Invoices / 0 Checks				86,223.89	
10944	LEICA GEOSYSTEMS INC				
01/04/2023	INVOICE	903075708	REFERENCE RECEIVER	22,917.76	
Total:				22,917.76	
Net of 1 Invoices / 0 Checks				22,917.76	
00013	LOGAN CONTRACTORS SUPPLY INC				
01/04/2023	INVOICE	B37540	211 NEBRASKA APPROVED 4 PALLETS	12,030.00	
Total:				12,030.00	
Net of 1 Invoices / 0 Checks				12,030.00	
03214	LOUP POWER DISTRICT				
01/04/2023	INVOICE	169119 JAN23	NON DIRECTIONAL BEACON AT LAKEVIEW	25.00	
Total:				25.00	
Net of 1 Invoices / 0 Checks				25.00	
01806	M & L INC				
01/04/2023	INVOICE	11.01.22-11.30.22	YARD WASTE REMOVAL 11/01/2022-11/30/2022	4,181.10	
Total:				4,181.10	
Net of 1 Invoices / 0 Checks				4,181.10	
10708	MASTER TECH TRUCK & EQUIPMENT LLC				
01/04/2023	INVOICE	DEAL238	PLOW	14,469.60	
Total:				14,469.60	
Net of 1 Invoices / 0 Checks				14,469.60	
03212	MATHESON-LINWELD				
01/04/2023	INVOICE	0026900152	WELD MIX	130.70	
Total:				130.70	
Net of 1 Invoices / 0 Checks				130.70	
10692	MEDLINE INDUSTRIES INC				
01/04/2023	INVOICE	2242622604	CAPILLARY BLOOD SAMPLE KIT	33.56	
01/04/2023	INVOICE	2242474489	IV START KIT, CANNULA	243.96	
Total:				277.52	
Net of 2 Invoices / 0 Checks				277.52	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03220	MENARDS				
01/04/2023	INVOICE	77016	HOSE REEL, AIR HOSE, RAINX BEAM BLADE	158.92	
01/04/2023	INVOICE	77015	3 WIRE 50A FLUSH OUTLET	19.98	
01/04/2023	INVOICE	76997	SCREWS, 4X8 RTD SHTG	87.68	
01/04/2023	INVOICE	76987	48" T12 40W 6500K	39.26	
01/04/2023	INVOICE	77002	DUCT TAPE, CAULK GUN, WHITE CAULK	32.83	
01/04/2023	INVOICE	77006	THERMOSTAT, AUTO WIRE STRIPPER	82.96	
01/04/2023	INVOICE	77068	SAW BLADES, 2X4-8'	56.60	
01/04/2023	INVOICE	77065	ICE MELT	21.63	
01/04/2023	INVOICE	77109	MENARDS GIFT CARD	200.00	
01/04/2023	INVOICE	77083	FLUSH OUTLET, FILTER BAGS, CARTRIDGE FILTER	35.27	
01/04/2023	INVOICE	77146	BATTERIES	25.46	
01/04/2023	INVOICE	77336	TURBO TRUCK BED SPRAY	21.48	
01/04/2023	INVOICE	77323	SANDING PAD, Y CONNECT SHUT OFF, FUEL STABI:	80.94	
01/04/2023	INVOICE	77349	PROPANE CYLINDER, 2" END CAP	19.22	
01/04/2023	INVOICE	76815	MENDING PLATES	5.92	
01/04/2023	INVOICE	76836	SCRAPER BRUSH, SOCKETS	46.81	
01/04/2023	INVOICE	76807	ICE MELT	65.91	
01/04/2023	INVOICE	76835	SEWER PIPE, ICE MELT, COUPLER, ADAPTER, ELB:	630.75	
01/04/2023	INVOICE	76830	RETURN - SHAKE & RAKE	(19.99)	
01/04/2023	INVOICE	76681	UTILITUB HD KIT, IMPLEMENT SPRAY, BIT SET, :	321.98	
01/04/2023	INVOICE	76657	PIPE HEATING CABLE, CAULK, COMFORT MAT, SHA:	92.05	
01/04/2023	INVOICE	76691	SPLASH -35, UTILITY KNIFE	14.97	
01/04/2023	INVOICE	76655	RIVET TOOL	24.23	
01/04/2023	INVOICE	76598	CORD COVER	35.92	
01/04/2023	INVOICE	76532	PIPE IN SLF SEAL	8.38	
01/04/2023	INVOICE	76752	8' MINI CORRUGATED GALV, ROLLER, ANCHOR, TRA:	359.55	
			Total:	2,468.71	
			Net of 26 Invoices / 0 Checks	2,468.71	
00205	MID-STATE ENGINEERING & TESTING				
01/04/2023	INVOICE	21845	DIS 184 23RD ST & 48TH AVE	609.00	
			Total:	609.00	
			Net of 1 Invoices / 0 Checks	609.00	
00487	MIDWEST TAPE LLC				
01/04/2023	INVOICE	503107066	DVD'S	138.66	
01/04/2023	INVOICE	503138897	DVD'S	123.70	
			Total:	262.36	
			Net of 2 Invoices / 0 Checks	262.36	
10752	MOMS & MOPS				
01/04/2023	INVOICE	122622WATER	CLEANING CENTRAL MAINTENANCE	320.00	
			Total:	320.00	
			Net of 1 Invoices / 0 Checks	320.00	
10225	NAPA AUTO PARTS OF COLUMBUS				
01/04/2023	INVOICE	726808	POWER SERVICE DIESEL	30.78	
01/04/2023	INVOICE	726798	CHUCK HD	57.98	
01/04/2023	INVOICE	726828	TIRE VAL, FITTING, POWER SERVICE DIESEL	50.34	
01/04/2023	INVOICE	726680	TIRE VALVE CORE, VAL TOOL, CHUCK	87.70	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	226.80	
			Net of 4 Invoices / 0 Checks	226.80	
00444	NEBRASKA PUBLIC HEALTH				
01/04/2023	INVOICE	559492	WATER TESTING	419.90	
			Total:	419.90	
			Net of 1 Invoices / 0 Checks	419.90	
03246	NORTHEAST NEBRASKA ECONOMIC				
01/04/2023	INVOICE	24144	CDBG DHA REUSE NOVEMBER 2022 ADMIN SERVICES	56.25	
01/04/2023	INVOICE	24137	CDBG REHAD REUSE NOVEMBER 2022 ADMIN SERVICE	18.75	
			Total:	75.00	
			Net of 2 Invoices / 0 Checks	75.00	
03248	NOVICKI FIRE PREVENTION SERVCS				
01/04/2023	INVOICE	260-22	YEARLY INSPECTION	93.00	
			Total:	93.00	
			Net of 1 Invoices / 0 Checks	93.00	
03249	OCCUPATIONAL HEALTH SERV				
01/04/2023	INVOICE	76780	PRE-EMPLOYMENT, DRUG SCREENS	521.00	
01/04/2023	INVOICE	45	TESTING & COLLECTION	1,128.00	
			Total:	1,649.00	
			Net of 2 Invoices / 0 Checks	1,649.00	
00761	OLIVER PACKAGING & EQUIPMENT				
01/04/2023	INVOICE	172586	FILM ROLL FOR HEAT SEALER	218.96	
			Total:	218.96	
			Net of 1 Invoices / 0 Checks	218.96	
00176	O'REILLY AUTOMOTIVE INC				
01/04/2023	INVOICE	0681-198782	PWR RTD BELT	18.36	
01/04/2023	INVOICE	0681-197639	GL WIPER FLUID, SILICONE	12.67	
01/04/2023	INVOICE	0681-197643	WASHER NOZLE	11.66	
01/04/2023	INVOICE	0681-198206	MOLY GREASE	61.90	
			Total:	104.59	
			Net of 4 Invoices / 0 Checks	104.59	
01350	OTTE ELECTRIC				
01/04/2023	INVOICE	11990	LABOR TO HOOK GENERATOR AT COLLEGE VIEW LIF'	75.00	
			Total:	75.00	
			Net of 1 Invoices / 0 Checks	75.00	
00345	PETE LIEN & SONS INC.				
01/04/2023	INVOICE	CD99019369	QUICKLIME FINES	5,790.45	
			Total:	5,790.45	
			Net of 1 Invoices / 0 Checks	5,790.45	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10221	PITNEY BOWES				
01/04/2023	INVOICE	1022207560	E-Z SEAL 5 GALLON CONTAINER	101.99	
01/04/2023	INVOICE	1022114771	EQUIPMENT SERVICE AGREEMENT 7/01/2022-12/31.	571.66	
			Total:	673.65	
			Net of 2 Invoices / 0 Checks	673.65	
00758	PLATTE COUNTY REGISTER OF				
01/04/2023	INVOICE	12202022	RESOLUTION #R22-149	34.00	
			Total:	34.00	
			Net of 1 Invoices / 0 Checks	34.00	
00478	PLATTE VALLEY HUMANE SOCIETY				
01/04/2023	INVOICE	01012023	QUARTERLY PAYMENT PER AGREEMENT	21,000.00	
			Total:	21,000.00	
			Net of 1 Invoices / 0 Checks	21,000.00	
02926	POWER TECH LLC				
01/04/2023	INVOICE	W69365	SERVICED WELL MOTOR - WELL #17	325.00	
01/04/2023	INVOICE	W69366	SERVICE CALL - WELL #16	325.00	
01/04/2023	INVOICE	W69367	SERVICE CALL - WELL #14	325.00	
			Total:	975.00	
			Net of 3 Invoices / 0 Checks	975.00	
00420	RAILROAD MANAGEMENT CO III LLC				
01/04/2023	INVOICE	473330	LICENSE FEES 4/01/23 TO 3/31/24	344.67	
			Total:	344.67	
			Net of 1 Invoices / 0 Checks	344.67	
03264	REARDON LAWN & GARDEN INC				
01/04/2023	INVOICE	1767	CHAINSAW BATTERY	179.99	
01/04/2023	INVOICE	1687	BRAKE STRAP	15.99	
			Total:	195.98	
			Net of 2 Invoices / 0 Checks	195.98	
10265	ROAD BUILDERS MACHINERY AND SUPPLY				
01/04/2023	INVOICE	S05033	DEF TANK SENSOR	2,938.43	
			Total:	2,938.43	
			Net of 1 Invoices / 0 Checks	2,938.43	
10643	RUTT'S HEATING & A/C INC				
01/04/2023	INVOICE	I4220	PECO LINE VOLTAGE THERMOSTAT	120.61	
01/04/2023	INVOICE	I4274	INSTALLED IGNITER	117.50	
			Total:	238.11	
			Net of 2 Invoices / 0 Checks	238.11	
03269	SACKETT ELECTRIC INC				
01/04/2023	INVOICE	22-7084	TRACE LIGHTING PROBLEM AT GLUR PARK	78.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	78.00	
			Net of 1 Invoices / 0 Checks	78.00	
02704 01/04/2023	SANDRY FIRE SUPPLY LLC INVOICE	INV-025670	POSTMANS SLIDE CHIN STRAP	5,675.50	
			Total:	5,675.50	
			Net of 1 Invoices / 0 Checks	5,675.50	
03275 01/04/2023	SECURITY EQUIPMENT INC INVOICE	760777	, ILESTONE MIGRATION OF SLC	3,658.00	
			Total:	3,658.00	
			Net of 1 Invoices / 0 Checks	3,658.00	
01090 01/04/2023 01/04/2023 01/04/2023	SHEVLIN SUPPLY INVOICE INVOICE INVOICE	6375 6399 6393	TOWELS WHITE HAND CLEANER WHITE TOWELS	34.53 61.26 69.06	
			Total:	164.85	
			Net of 3 Invoices / 0 Checks	164.85	
02534 01/04/2023	SORENSEN JUSTIN M INVOICE	12092022STREET	EARLY START ICING EVENT - FEED STAFF	47.04	
			Total:	47.04	
			Net of 1 Invoices / 0 Checks	47.04	
00244 01/04/2023	STERICYCLE INC INVOICE	4011442937	MEDICAL WASTE SERVICES	1,061.33	
			Total:	1,061.33	
			Net of 1 Invoices / 0 Checks	1,061.33	
00105 01/04/2023 01/04/2023 01/04/2023	SUPER SAVER INVOICE INVOICE INVOICE	120597 120598 120599	GROCERIES GROCERIES FAMILY TEA BAGS	32.46 34.74 7.92	
			Total:	75.12	
			Net of 3 Invoices / 0 Checks	75.12	
00313 01/04/2023 01/04/2023	T-BONE FUEL DELIVERY INVOICE INVOICE	13624 13625	CLEAR WINTER DIESEL RED WINTER DIESEL	3,026.14 3,292.92	
			Total:	6,319.06	
			Net of 2 Invoices / 0 Checks	6,319.06	
03128 01/04/2023 01/04/2023 01/04/2023 01/04/2023 01/04/2023	TIRE OUTLET INC INVOICE INVOICE INVOICE INVOICE INVOICE	220580 220729 220760 221246 221224	2 TRUCK TIRE REPAIRS 2 REPAIRS 3 - REPAIRS, 2 - LUGNUTS REPAIR REPAIR	73.50 70.00 115.00 15.00 35.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/04/2023	INVOICE	221277	REPAIR	75.00	
			Total:	383.50	
			Net of 6 Invoices / 0 Checks	383.50	
10588 01/04/2023	TOO FAST SUPPLY INVOICE	375236	WAX LUBRICANT, UNIVERSAL DRIVE W/BALL	131.62	
			Total:	131.62	
			Net of 1 Invoices / 0 Checks	131.62	
00550 01/04/2023	TRUCK CENTER COMPANIES INVOICE	XA111024046:01	POWER STEERING INSERT, 12V STARTING BATTERY	772.70	
01/04/2023	INVOICE	XA111022723:02	VALVE DRAIN	11.78	
01/04/2023	INVOICE	RA111003422:01	SERP BELT, TENSIONER, RADIATOR, ENGINE AIR I	1,253.20	
			Total:	2,037.68	
			Net of 3 Invoices / 0 Checks	2,037.68	
00357 01/04/2023	TURFWERKS INVOICE	OI54224	TIE ROD END, RETAINER, GASKET, SEAL, MOTOR I	1,301.52	
			Total:	1,301.52	
			Net of 1 Invoices / 0 Checks	1,301.52	
10298 01/04/2023	TY'S OUTDOOR POWER & SERVICE INVOICE	190291	ENGINE	1,149.99	
			Total:	1,149.99	
			Net of 1 Invoices / 0 Checks	1,149.99	
00100 01/04/2023	U & I SANITATION INVOICE	8829-292	DECEMBER SERVICE	50.00	
01/04/2023	INVOICE	8829-389	DECMBER SERVICE	85.00	
			Total:	135.00	
			Net of 2 Invoices / 0 Checks	135.00	
00700 01/04/2023	USGA INVOICE	43626696	2023 CLUB MEMBERSHIP	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
00068 01/04/2023	VAN DIEST SUPPLY COMPANY INVOICE	264654	CREDIT MEMO #264654 WAS REFUNDED BY CHECK 1	446.32	
			Total:	446.32	
			Net of 1 Invoices / 0 Checks	446.32	
02045 01/04/2023	VAN WALL EQUIPMENT INC INVOICE	5757215	SPARK PLUG, FUEL PUMP	106.08	
01/04/2023	INVOICE	5760632	ALTERNATOR	1,124.33	
01/04/2023	INVOICE	5755135	GASKET, CARBURETOR	276.85	
01/04/2023	INVOICE	5758778	ELECTRICAL COIL	102.87	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,610.13	
			Net of 4 Invoices / 0 Checks	1,610.13	
03296	VESSCO INC				
01/04/2023	INVOICE	089536	MARLOW, LEAK DETECTOR FLOAT STYLE	1,655.77	
			Total:	1,655.77	
			Net of 1 Invoices / 0 Checks	1,655.77	
			9 invoices and 0 checks for 91 vendors:	1,217,980.36	

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

**6. SPECIAL PRESENTATIONS - None**

**7. PUBLIC HEARINGS**

7.A. Public hearing - Purchase of real property located at 1471 25 Avenue (Columbus Rescue Mission).

NOTICE OF HEARING  
FOR PURCHASE OF REAL PROPERTY

You are hereby notified that a public hearing before the Mayor and Council of the City of Columbus, Nebraska, will be held on Monday, January 3, 2023, at 7 p.m., in the Council Chambers, 1369 25 Avenue, Columbus, NE. Said public hearing is regarding the City's contemplated purchase of the piece of real property located at 1471 25 Avenue, Columbus, NE, which is more legally described as:

N1/2 OF LOTS 3 AND 4, EXCEPT EAST 1 FOOT OF LOT 3,  
BLOCK 49, ORIGINAL CITY OF COLUMBUS, PLATTE  
COUNTY, NEBRASKA.

Said real property is currently owned by Columbus Rescue Mission.

City of Columbus, Nebraska  
Janelle Kline, City Clerk

Publish: 12:22:22  
Two Affidavits of Publication

7.A.1. Resolution No. R23-02 approving purchase agreement with Columbus Rescue Mission for the total purchase price of \$150,000 for property located at 1471 25 Avenue.

# Draft

## RESOLUTION NO. R23-02

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PURCHASE AGREEMENT WITH COLUMBUS RESCUE MISSION, INC. FOR REAL PROPERTY LOCATED AT 1471 25 AVENUE, COLUMBUS, NEBRASKA, FOR A TOTAL PURCHASE PRICE OF \$150,000, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY,

WHEREAS, the City of Columbus seeks to purchase property for a total price of One Hundred and Fifty Thousand Dollars (\$150,000) from Columbus Rescue Mission, Inc.; and,

WHEREAS, the property to be acquired is located at 1471 25 Avenue, Columbus, Nebraska, and is legally described as follows:

N1/2 OF LOTS 3 AND 4, EXCEPT EAST 1 FOOT OF LOT 3,  
BLOCK 49, ORIGINAL CITY OF COLUMBUS, PLATTE  
COUNTY, NEBRASKA;

and,

WHEREAS, in accordance Neb. Rev. Stat. § 18-1755, proper notice was given and a public hearing has been conducted regarding the acquisition of said property; and

WHEREAS, a copy of the Purchase Agreement, contains a limited rental back option; and

WHEREAS, the City desires to proceed with this property acquisition.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Purchase Agreement with Columbus Rescue Mission, Inc., for property at 1471 25 Avenue, Columbus, Nebraska, for a total purchase price of \$150,000, a copy of which is attached hereto and incorporated herein, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

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

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

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY



# The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

DATE: December 28, 2022  
TO: Tara Vasicek, City Administrator  
FROM: Jean Van Iperen, Planning & Economic Development Coordinator  
RE: Columbus Rescue Mission Property Purchase

### RECOMMENDATION:

Approval of the agreement between the City of Columbus and Columbus Rescue Mission, Inc. for the purchase of the property located at 1471 25 Ave. for \$150,000.00 and Authorize the Mayor to Sign said purchase agreement.

### DISCUSSION:

The City of Columbus staff has been negotiating with the Columbus Rescue Mission, Inc. to purchase the property located at 1471 25 Ave. and have reached an agreement in the amount of \$150,000.00. The City's plans for the property is to demolished the building and turn the grounds into public parking serving the downtown area. The negotiated agreement allows the Rescue Mission to continue to use the building as a Rescue Mission through April 20, 2023. If they wish to remain on the property after that time then they will pay the city \$500 per month in rent for May and then the rental amount will increase an additional \$500 per month until the Rescue Mission has completely vacated the property. The Rescue Mission will be responsible for all utilities incurred during the rent back period as well as maintaining and paying for property insurance for the property.

As per Neb. State Statute a public hearing has been held on the purchase of this property as well as an appraisal being completed.

FISCAL IMPACT:  
\$150,000

ALTERNATIVE:  
Do not approve.

Signature:

By:

Approved by:



## **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT is made and entered into as of the dates indicated below, by and between City of Columbus, a municipal corporation in the State of Nebraska, whose mailing address is 2424 14<sup>th</sup> Street, Columbus, Nebraska, 68602 (hereinafter referred to as "Buyer"), and Columbus Rescue Mission, Inc., a non-profit corporation organized in the State of Nebraska, whose mailing address is 1471 25<sup>th</sup> Avenue, Columbus, NE 68601 (hereinafter referred to as the "Seller").

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

N1/2 OF LOTS 3 AND 4, EXCEPT EAST 1 FOOT OF LOT 3, BLOCK  
49, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY,  
NEBRASKA

No personal property is included in this purchase.

The property address used at this location is 1471 25<sup>th</sup> Avenue, Columbus, NE 68601.

2. **PURCHASE PRICE AND PAYMENTS.** Buyer shall pay the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) to the Seller. Buyer agrees in consideration of purchase of the Property to pay such this sum in the following manner:

- One Hundred Fifty Thousand Dollars (\$150,000.00) on the date of closing.

3. **CLOSING AND POSSESSION OF PROPERTY.** The closing of this transaction will take place **January 6, 2023**. Closing will be at a location mutually agreed upon by the parties. The date, time, and location of closing may be amended by the Agreement of both parties. Buyer shall be responsible for the closing costs, documentary tax for the deed, and title insurance; and, shall pay those at or before closing. Upon closing Seller shall furnish Buyer a Warranty Deed conveying title to the Property. Buyer shall have the right to have access to the Property prior to closing for the purposes or conducting test, site surveys, and other such activities. Buyer is entitled to possession of the Property effective immediately upon closing, unless Seller exercises its rent back option as provided for herein.

4. **LIMITED OPTIONAL RENT BACK BY SELLER.** The Buyer and the Seller hereby agree that the Seller may rent back the Property from the Buyer for a limited period of time and said rent back shall include the following terms:

- a. Seller may rent back the Property through and including April 30, 2023 at which time Seller shall immediately vacate the Property and turn over possession to Buyer. No rental amount shall be due during this time period. Seller may vacate the Property at any time prior to April 30, 2023, without any penalty.
- b. In the event Seller remains in possession of the Property after April 30, 2023, this rent back may be extended on a month-to-month basis, and otherwise on the same terms and conditions herein specified. For the month of May 2023 the property rent shall be \$500.00 per month thereafter each additional month

Seller remains at the Property the rental amount shall increase by an additional \$500.00 until said time as the Seller completely vacates the Property. Therefore, by way of example:

- May 2023's rent = \$500.00
- June 2023's rent = \$1,000.00
- July 2023's rent = \$1,500.00
- August 2023's rent = \$2000.00
- And so on

Said rental payments are due on the first (1<sup>st</sup>) of each month. Seller is allowed a three (3) business day grace period by which to make the rental payment, and if payment is made or received after this grace period it is considered late and a late of Five Dollars (\$5.00) per day shall be incurred until the rent and late fees are paid in full.

- c. Seller may only use the Property in its operation of a rescue mission and it is not to be used for any other purpose or occupied by any other person or entity without first obtaining written consent from Buyer.
- d. Seller shall not assign or sublet this Property without the prior written consent of Buyer.
- e. Seller shall be solely responsible for all utilities incurred at the Property during the rent back period.
- f. Upon giving Seller 24-hour advanced notice, Buyer shall have full and unhindered access to enter the Property, or any portion thereof, during this rent back period at any time for any reason. Buyer shall have a master key to the Property.
- g. This month-to-month rent back period may be terminated at any time by Buyer, with or without cause, upon thirty (30) days' notice of termination after April 30, 2023
- h. Seller shall indemnify, have the duty to defend, and hold harmless the Buyer, its employees, agents, officers, and volunteers, from any and all claims, demands, causes of actions, actions, suits, proceedings, damages, expenses, costs of liabilities of every kind and nature, including any claim of subrogation, whatsoever arising out of or in any way connected with Seller or Seller's employees, agents, officers, volunteers, licensees, or invitees direct acts and omissions or negligent acts and omissions regarding Seller's operation of its business, rescue mission, and overall management of the Property.

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

6. **PROPERTY INSURANCE.** During the term of this Agreement, and during any rent back period of the Property, Seller shall secure, maintain property insurance and pay the premiums of said insurance for the Property. Such insurance shall be written by a sound and

reputable insurance company, in the full insurable value of all the Property to be insured. All policies of insurance shall provide that losses thereunder shall be paid to the parties hereto as their interest may appear. The insurance to be maintained as herein provided shall insure against loss by fire, tornado, flood, hail storm, vandalism and negligence. All premiums for such insurance shall be paid by Sellers when due and prior to delinquency. Seller shall also maintain liability insurance in a reasonable amount for the mutual benefit and protection of the parties hereto and shall provide proof of said policy and payment of premiums to the Buyer. The policy shall be made available to Buyer, together with proof of payment of premiums thereon upon request.

7. **DAMAGES AND REPAIRS TO PROPERTY.** In the event of any damages to the above-described Property, prior to closing and during any rent back period that is applicable, Seller shall be responsible for maintaining said Property at its sole cost. In the event said damage is insured, Seller shall be responsible for paying the deductible or non-insurance covered amounts, whichever is applicable.

8. **CONTINGENCIES.** The Agreement and the sale of the Property are subject to approval by the City Council and Mayor of the City of Columbus, Nebraska. Further, because this Agreement contemplates the Buyer purchasing and acquiring an interest in real property, Buyer (as it is a municipality) is required by state law (Neb. Rev. Stat. § 18-1755) to provide the following: a public hearing on the acquisition of the interest in this real property. Therefore, this Agreement and sale of this Property are contingent upon said public hearing being conducted by the City Council of the City of Columbus, Nebraska, and upon a successful vote of the City Council approving said Agreement.

9. **CONDITION OF PROPERTY.** The Property, and all buildings, improvements, and fixtures if any located thereon, is being sold "AS IS" with any and all patent and latent defects, including those relating to the environmental condition of the Property; and, no representations, express or implied, are made by Seller as to the nature or condition of the Property. Buyer acknowledges that prior to the signing of this Agreement, he/she/it had the full opportunity to review and inspect the Property and that Buyer hereby explicitly agrees to take ownership of the Property subject to the "AS IS" condition with any and all faults that do or may exist.

10. **RIGHT TO "SALVAGE".** Buyer intends to demolish the building and improvements on the Property. Therefore, Seller shall be entitled at its sole discretion to salvage and remove (and take whatever action deemed necessary to accomplish the removal) any and all personal property, improvements, fixtures, etc., from the Property prior to delivering possession. Seller shall not be required to clean up the Property or repair any damage that may be or is done to the Property arising out of the removal of any and all personal property, improvements, fixtures, etc. However, Seller's agrees that if its' "salvaging actions" causes any exterior openings in the structure, the Seller at its sole cost shall securely and safely close and seal any and all of said openings until the rent back period as described herein has concluded. Any personal property, improvements, fixtures, etc., that remain at or on the Property at the time of delivering possession shall thereafter belong to the Buyer for the Buyer to decided how to use or dispose of.

11. **UTILITIES.** Any and all amounts for utilities due and owing for dates before the closing of this transaction and for any rent back period shall be the sole responsibility of the Seller.

12. **PROPERTY CONDITION DISCLOSURE STATEMENT AND LEAD-BASED PAINT DISCLOSURE.** The parties acknowledge that there is no property disclosure statement as required under Neb. Rev. Stat. § 76-2,120 because this Property is not residential; and, that no lead-based paint disclosure and lead based hazards form is required. To the extent that this Property is or maybe deemed residential then Buyer expressly waives any such disclosure.

13. **DAMAGES AND REPAIRS TO PROPERTY.** Prior to Buyer taking possession (prior to closing and during any rent back period) in the event of any damages to the Property, Seller shall be responsible for maintaining said Property at its sole cost. The risk of loss to the relation shall be upon the Seller until they have vacated the property. In the event said damage is insured, Seller shall be responsible for paying the deductible or non-insurance covered amounts, whichever is applicable.

14. **EVIDENCE OF TITLE.** Seller represents that it is the sole legal owner of the Property. Seller agree to convey good and marketable title, free of any and all encumbrances, except standard easements, restrictions, and utility easements of record to the Property to Buyer by Warranty Deed upon closing. Buyer has the right to obtain a title insurance commitment and/or an environmental assessment at its own discretion and solely at its own cost prior to closing. The title insurance commitment may show standard title insurance exceptions and utility easement of record, and may show liens which may be removed by the payment of money at closing. If Buyer obtains a title insurance commitment and if impermissible defects are shown (which are not otherwise considered/addressed in this Agreement), Seller shall be given notice and a reasonable amount of time to cure said defects. If the impermissible title defects are not able to be cured, Buyer may elect to cancel this Agreement, and in such a situation the Agreement shall be considered void. The Title Standards issued by the Nebraska State Bar Association in effect as of the date of execution of this Agreement by both parties shall serve as a guide when resolving any dispute with respect to real estate title.

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

- Buyer at:
  - o City of Columbus  
Attn: City Administrator  
2424 14<sup>th</sup> Street  
Columbus, Nebraska, 68601
- Seller at:
  - o Columbus Rescue Mission, Inc.  
Attn: Executive Director  
1471 25<sup>th</sup> Avenue  
Columbus, Nebraska, 68601

All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given or on the third (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

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

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

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

19. **BINDING EFFECT.** The Contract shall be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective Parties hereto.

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

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

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

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

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

25. **MERGER AND INTEGRATION CLAUSE.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all Parties.

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

IN WITNESS WHEREOF, the Buyer executed this Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022:

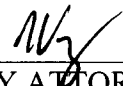
City of Columbus:

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

ATTEST:

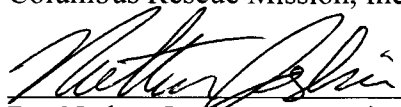
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

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

IN WITNESS WHEREOF, the Seller has executed this Agreement effective this 16 day of December, 2022:

Columbus Rescue Mission, Inc.:

  
\_\_\_\_\_  
By: Nathan Joslin as Executive Director and authorized  
Agent for Columbus Rescue Mission, Inc.



**8. PETITIONS AND COMMUNICATIONS - None**

**9. REPORTS OF CITY OFFICES - None**

**10. REPORTS OF COUNCIL COMMITTEES - None**

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

**12. REPORTS ON LEGISLATION - None**

**13. NEW BUSINESS**

13.A.Appointment of Katherine Lopez to Community Development Agency.

*The City of* **Columbus**

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

**MEMORANDUM**

**DATE:** December 28, 2022  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the following name to you for the January 3, 2023, City Council meeting for appointment to the Community Development Agency. The Community Development Agency is comprised of members of the City Council, but not the mayor. Members of the Community Development Agency shall hold office until their successors have been appointed and qualified.

**COMMUNITY DEVELOPMENT AGENCY**

Katherine Lopez

\_\_\_\_\_  
James B. Bulkley, Mayor

13.B. Application of Walmart, Inc., dba Walmart 774, 818 E 23 Street for Boris F. Arana as manager in conjunction with Class "D" liquor license.



**Pete Ricketts**  
*Governor*

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

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

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

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

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

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

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

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

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

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

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

APPROVED

NO LOCAL RECOMMENDATION

DENIED

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

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

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

**Kim Lowe**  
*Commissioner*

**Bruce Bailey**  
*Chairman*

**Harry Hoch**  
*Commissioner*

0444828

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



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

**MANAGER MUST:**

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

*\*Need Training*

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

*NA*

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

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

*NA*

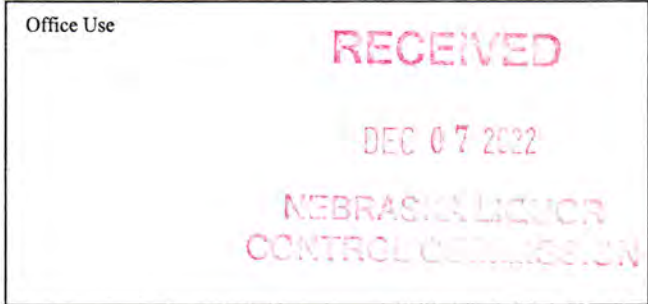
- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport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



*0400  
0019*

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: Walmart inc.

**Premise information**

Liquor License Number: 066828 Class Type D (if new application leave blank)

Premise Trade Name/DBA: Walmart 774


Premise Street Address: 818 E 23rd St

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402 564 1668

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

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

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

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

Last Name: Arana First Name: Boris MI: F

Home Address: 1521 8th St

City: Columbus County: Platte Zip Code: 68601 68936

Home Phone Number: 402 615 5635

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

Social Security Number: [REDACTED]

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

Email address: boris.arana@hotmail.com

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

YES  NO

**Spouse's information**

Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2012	2013	Apogee LLC		

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

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

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

YES       NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Boris Arana	02/2018	Columbus NE	DUI	

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES       NO

**IF YES**, list the name of the premise(s):

\_\_\_\_\_

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES       NO

4

List the alcohol related training and/or experience (when and where) of the person making application.

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

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

\*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

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

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

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

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

*Boris Arana*

Signature of Manager Applicant

Signature of Spouse

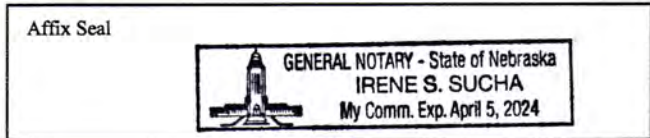
ACKNOWLEDGEMENT

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

10-24-2022  
date

by Boris Arana  
NAME OF PERSON BEING ACKNOWLEDGED

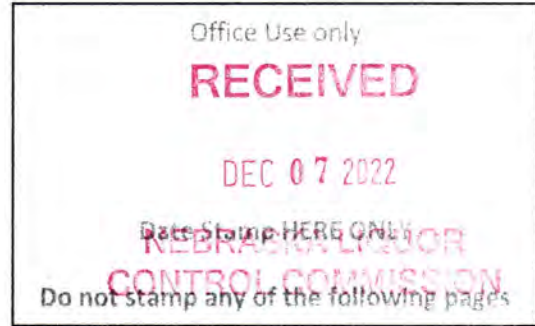
*Irene S. Sucha*  
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

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

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
**Applicant(s) will not have cards to include with license application.**
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
**Fingerprint cards should be submitted with the application.**

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

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

Trade Name \_\_\_\_\_

Name of Person Being Fingerprinted: Boris Arana

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

Date fingerprints were taken: 10-24-22

Location where fingerprints were taken: Columbus Police Department

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

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

Boris Arana  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

# Nebraska Secretary of State

## Congratulations!

Your Nebraska Voter Registration Application has been submitted. Your confirmation number is: **0000417743**

The election commissioner or county clerk will, upon receipt of the application for registration, send an acknowledgment of registration to the applicant indicating whether the application is proper or not. You should receive this acknowledgment via mail from your local county official within 10-14 days.

### Personal Information

<b>First Legal Name</b>	BORIS
<b>Middle Legal Name</b>	FLORENTIN
<b>Last Legal Name</b>	ARANA

### Current Address

<b>Address 1</b>	1521 8TH ST
<b>City</b>	COLUMBUS
<b>County</b>	Platte
<b>State</b>	Nebraska
<b>Zip Code</b>	68601

### Additional Information

<b>Previous/Maiden Name</b>	
<b>Place of Birth</b>	Lexington, NE
<b>Address 1</b>	
<b>City</b>	
<b>County</b>	
<b>State</b>	
<b>Zip Code</b>	

### Contact Information

<b>Work/Cell Number</b>	(402) 615-5635
<b>Email Address</b>	boris.arana@hotmail.com

### Party Affiliation

**Party Affiliation**



# 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, NEBRASKA

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: DECEMBER 23, 2022

SUBJECT: LIQUOR LICENSE  
MANAGER CHANGE  
WAL-MART  
818 EAST 23RD STREET  
COLUMBUS, NEBRASKA

MANAGER:  
BORIS F. ARANA  
DOB: 12/31/1993  
1521 8TH STREET  
COLUMBUS, NEBRASKA 68601

It should be noted that this change of licensing is for the purpose of changing Managers at Wal-Mart of Columbus.

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

The Columbus Police Department makes no recommendations.

- L. 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:

The Columbus Police Department makes no recommendations.

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

The Columbus Police Department makes no recommendations.

- N. 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 the rules and regulations adopted and promulgated pursuant to the act:

The Columbus Police Department makes no recommendations.

- 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 show that the applicant has not been involved in any criminal investigation with the Columbus Police Department.

- P. There is no evidence of discrimination on the part of the applicant:

The Columbus Police Department makes no recommendations.

- Q. There is no evidence to show that the applicant suppressed any or provided any inaccurate information to the commission or local governing body.

The Columbus Police Department makes no recommendations.

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

**14. RESOLUTIONS**

14.A. Resolution No. R23-03 approving addendum to grant agreement with Columbus Area Chamber of Commerce for additional funding in the amount of \$40,000 for retail recruitment using Economic Development "840" Funds as recommended by the Citizens Advisory Review Committee.

# Draft

## RESOLUTION NO. R23-03

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ADDENDUM TO THE GRANT AGREEMENT WITH THE COLUMBUS AREA CHAMBER OF COMMERCE FOR ADDITIONAL FUNDING IN THE AMOUNT OF \$40,000 FOR ASSISTANCE IN ENGAGING THE COMPANY OF RETAIL STRATEGIES AND IT'S DOWNTOWN STRATEGIES DIVISION FOR A SECOND YEAR REGARDING CONSULTATION FOR RETAIL RECRUITMENT USING THE CITY'S ECONOMIC DEVELOPMENT "840" FUNDS AS RECOMMENDED BY THE CITIZENS ADVISORY REVIEW COMMITTEE, 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 PORTION THEREOF IN CONFLICT HEREWITH.

WHEREAS, the Columbus Area Chamber of Commerce, a Nebraska not-for-profit corporation, submitted an application for financial assistance from the City's Economic Development "840" Funds to engage the company of Retail Strategies and it's downtown Strategies division for a second year regarding consultation for retail recruitment; and

WHEREAS, the application for Economic Development "840" Funds has been reviewed by the Citizens Advisory Review Committee (CARC); and

WHEREAS, the CARC has recommended additional grant funding in the amount of \$40,000 be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the addendum to the grant agreement with the Columbus Area Chamber of Commerce in the amount of \$40,000 for engaging the company of Retail Strategies and it's Downtown Strategies division for a second year for consultation for retail recruitment is hereby approved, with grant funds to be taken from the Economic Development "840" Funds, a copy of which is attached hereto and incorporated herein is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY



# The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

**DATE:** December 29, 2022  
**TO:** Mayor and City Council Members  
**FROM:** Tara Vasicek, City Administrator  
**RE:** Retail Recruitment

**RECOMMENDATION:**

Approve the resolution granting the Columbus Area Chamber of Commerce \$40,000.

**DISCUSSION:**

The City and Chamber have been working together for over the last year with Retail Strategies. The Chamber and City believe there is value in continuing the contract with Retail Strategies for another year. Retail Strategies will continue to reach out to businesses that are appropriate for the Columbus Market and would help fill retail gaps in our community.

**FISCAL IMPACT:**

\$40,000 from the LB 840 Economic Development Fund.



**ADDENDUM TO THE GRANT AGREEMENT RE: ECONOMIC DEVELOPMENT  
GRANT GIVEN TO THE COLUMBUS CHAMBER OF COMMERCE FOR  
CONSULTATION SERVICES FROM RETAIL STRATEGIES AND ITS DOWNTOWN  
STRATEGIES DIVISION**

WHEREAS, the Columbus City (hereinafter referred to as “CITY”) through Resolution No. R21-139, approved an economic development grant to the Columbus Area Chamber of Commerce (hereinafter referred to as “CHAMBER”) for assistance in engaging Retail Strategies and its’ Downtown Strategies division regarding consultation for retail business recruitment and downtown development; and

WHEREAS, the CHAMBER and the CITY entered in to a Grant Agreement for this matter; and

WHEREAS, the CHAMBER has requested additional grant funds to fund a second year of services from Retail Strategies as there are some unfinished projects; and

WHEREAS, the City’s Citizens Advisory Review Committee (hereinafter referred to as “CARC”) met and discussed this request; and, the CARC has recommended providing an additional \$40,000 of economic development funds for the CHAMBER to get said additional one year of the services from Retail Strategies.

NOW, THEREFORE, in consideration of the foregoing premises the Underlying Grant Agreement is hereby amended as follows:

1. The Underlying Grant Agreement shall be revised and amended to add the as following provision:

Renewal of Grant Agreement:

CITY will provide additional funding in the form of a grant to the CHAMBER in the total amount not to exceed \$40,000. In no instance shall the CITY be required to further fund or reimburse over this amount. This additional grant is for the CHAMBER to use to secure a second one-year agreement with Retail Strategies for retail business consulting and recruitment. All terms and provisions of the Underlying Grant Agreement shall be applicable to this Addendum and shall be abided by the parties.

2. This Addendum shall be attached to and shall become a part of the Underlying Grant Agreement having full force and effect.
3. Each Party has authorized its representative to attach his/her signature hereto and to bind them to this agreement.

4. The Addendum and shall be effective as of the signature date of each Party. All terms and conditions of the Underlying Grant Agreement which are not otherwise amended or altered by this Addendum shall remain in full force and effect.

EXECUTED BY THE COLUMBUS AREA CHAMBER OF COMMERCE this \_\_\_\_\_ day of December, 2022.

Columbus Area Chamber of Commerce:

Witness:

By: \_\_\_\_\_  
Dawson Brunswick, President  
Columbus Area Chamber of Commerce.

By: \_\_\_\_\_  
Printed Name:

EXECUTED BY THE CITY OF COLUMBUS, NEBRASKA this \_\_\_\_\_ day of December, 2022.

City of Columbus:

By: \_\_\_\_\_  
James Bulkley, Mayor  
City of Columbus

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk, City of Columbus

\_\_\_\_\_  
City Attorney, City of Columbus

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14.B. Resolution No. R23-04 approving grant agreement with Columbus Area Chamber of Commerce in an amount not to exceed \$90,000 over three years for regional workforce development specialist using Economic Development "840" Funds as recommended by the Citizens Advisory Review Committee.



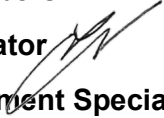
# The City of **Columbus**

**RESPONSIBLE • RESPONSIVE • REPUTABLE**

Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

**DATE:** December 29, 2022  
**TO:** Mayor and City Council Members  
**FROM:** Tara Vasicek, City Administrator   
**RE:** Regional Workforce Development Specialist

**RECOMMENDATION:**

Approve the resolution granting the Columbus Area Chamber of Commerce \$90,000.

**DISCUSSION:**

The Chamber of Commerce submitted an application for grant funding to fund a Full-Time Chamber employee who will solely work on workforce development, focused on marketing and recruiting to the greater Columbus area. The grant of \$90,000 would partially fund the position for three years. The Chamber has secured \$15,000 for three years from the Nebraska Community Foundation and the Columbus Area Future Fund to assist in funding the position.

**FISCAL IMPACT:**

\$90,000 from the LB 840 Economic Development Fund.



# Draft

## RESOLUTION NO. 23-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A GRANT AGREEMENT WITH THE COLUMBUS AREA CHAMBER OF COMMERCE IN AN AMOUNT NOT TO EXCEED \$90,000 OVER THREE YEARS FOR COMPENSATION ASSISTANCE FOR A FULL-TIME REGIONAL WORKFORCE DEVELOPMENT SPECIALIST, USING THE CITY'S ECONOMIC DEVELOPMENT "840" FUNDS AS RECOMMENDED BY THE CITIZENS ADVISORY REVIEW COMMITTEE, 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 PORTION THEREOF IN CONFLICT HEREWITH.

WHEREAS, the Columbus Area Chamber of Commerce, a Nebraska not-for-profit corporation, submitted an application for financial assistance from City's Economic Development "840" funds to match a contribution from the Nebraska Community Foundation and the Columbus Area Future Fund to fund a three-year pilot program that will allow the Chamber to add a full-time regional workforce development specialist who will focus on marketing and recruiting to the greater Columbus area; and

WHEREAS, the Nebraska Community Foundation and the Columbus Area Future Fund have each committed \$15,000 per year for three years for this pilot program; and

WHEREAS, the application for Economic Development "840" Development Funds has been reviewed by the Citizens Advisory Review Committee (CARC); and

WHEREAS, the CARC has recommended a grant up to \$90,000 to the CHAMBER, with such funds to be paid from the Economic Development "840" Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Grant Agreement with the Columbus Area Chamber of Commerce in an amount not to exceed \$90,000 over three years for compensation assistance for a full-time regional workforce development specialist is hereby approved, with grant funds to be taken from the Economic Development "840" Funds, a copy of which is attached hereto and incorporated herein is hereby approved and the mayor is authorized, directed and empowered to execute the same on behalf of the City of Columbus.

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

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

14.C.Resolution No. R23-05 approving agreement with B2 Environmental, Inc. in the amount of \$94,100 for city hall hazardous material abatement for community building project.

# Draft

## RESOLUTION NO. R23-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH B2 ENVIRONMENTAL INC. IN THE TOTAL AMOUNT OF \$94,100 FOR CITY HALL HAZARDOUS MATERIAL ABATEMENT SERVICES FOR THE COMMUNITY BUILDING PROJECT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, B2 Environmental Inc. provided the library and city hall hazardous material abatement reports; and,

WHEREAS, B2 Environmental Inc. provided the library hazardous material abatement services; and,

WHEREAS, city hall hazardous material abatement is a continuation of B2 Environmental Inc. services for the community building project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with B2 Environmental Inc. in the total amount of \$94,100 for city hall hazardous material abatement services for the community building project, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

The City of **Columbus**

**MEMORANDUM**

**DATE:** December 28, 2022  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** City Hall Hazardous Material Abatement Services Agreement

**RECOMMENDATION:**

I recommend approval of the Resolution and Agreement with B2 Environmental Inc. for City Hall Hazardous Material Abatement services.

**DISCUSSION:**

B2 Environmental Inc. was selected and provided the Hazardous Material Abatement report for both the Library and City Hall and the Library Hazardous Material Abatement services for the Library. The City Hall Hazardous Material Abatement services is a continuation of their services for this project.

Task 1: ABC Abatement Company, subcontractor, providing asbestos abatement in accordance with applicable federal, state, and local rules and regulations.

Task 2: B2 Environmental, dispose of hazardous materials, besides Task 1 asbestos, including potential PCB ballasts, fluorescent bulbs/tubes, thermostats/thermometers, spent batteries, potential ozone depleting substances, and hydraulic fluids.

Work cannot begin until City Hall relocation to the Community Building is complete and people are out of the building, including any auction items. Actual start date will be coordinated with Boyd Jones Construction. Tentative start date is the second week of June 2023 with estimated Task 1 and 2 completion in about four weeks.

**FISCAL IMPACT:**

Task 1 and 2 lump sum amount of \$94,100. Part of CIP#21-092 in the amount of \$4,300,000.

**ALTERNATIVE:**

None

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

## AGREEMENT

**THIS AGREEMENT** (herein referred to as the "Agreement") is made as of the dates set forth below, by and between B2 Environmental Inc., a corporation organized in the State of Nebraska (herein referred to as "B2E") and The City of Columbus, Nebraska, a municipal corporation in the State of Nebraska (herein referred to as "Client").

The Parties herein agree and stipulate as follows:

1. General Services/tasks to be provided by B2E: B2E shall provide to Client hazardous material abatement at the following site: 2424 14<sup>th</sup> Street (Client's City Hall). Specifically, B2E shall provide the following services and/or tasks:
  - i. Those services and/or task which are listed in the "Cost Estimate Request" document and which references an "Asbestos Containing Material" document. Both of said documents are attached hereto, and incorporated herein by this reference, as Exhibit A.
2. General Terms and Condition: The general terms and conditions of this Agreement shall be those as set forth in the "General Terms and Conditions" document which is attached hereto, and incorporated herein by this reference, as Exhibit B.
3. Compensation: Compensation for B2E shall be, and not exceed, the amounts set forth in the "Cost Estimate Request" document of Exhibit A. Compensation shall be paid by Client as is set forth in Exhibit B.

**IN WITNESS WHEREOF**, the parties have signed this Agreement below to be effective as written above.

Executed and Adopted this 28<sup>th</sup> day of December, 2023 by B2  
Environmental, Inc.

Paul Virgillito  
Signature  
Paul Virgillito  
Print Name  
Associate  
Position

Executed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the City of  
Columbus, Nebraska:

\_\_\_\_\_  
James B. Bulkley, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

"Exhibit A"

"Cost Estimate Request" and  
"Asbestos Containing Material" document



B2 ENVIRONMENTAL

B2Environmental.com

CLIENT PROPOSAL REQUEST	
CLIENT:	rick.bogus@columbusne.us
Company Name: City of Columbus	Contact Name: Rick Bogus
Address: 2424 14 <sup>th</sup> Street	
City: Columbus	State: NE Zip: 68602 Phone: 402-562-4309 Cell:
PROJECT LOCATION:	
Address: 2424 14 <sup>th</sup> Street (City Hall)	
City: Columbus	State: NE Zip: 68601 Project Name: Asbestos and Hazardous Materials Abatement
Contact Name: Rick Bogus	Project Contact Number: Same
WORK TASKS REQUIRED:	
<p>Task 1) Asbestos Abatement - ABC Abatement Company will provide Asbestos Abatement services in general accordance with applicable federal, state, and local rules and regulations. Asbestos Containing Materials (ACM) to be abated are attached.</p> <p>Task 2) B2 Environmental will dispose of hazardous materials to include fluorescent bulbs/tubes, potential PCB containing light ballast thermostats/thermometers, spent batteries in exit signs and potential ozone depleting substances in HVAC units and refrigerators. Hazardous materials to be abated are attached.</p>	
<i>B2E is a certified small business and a women business entity (WBE)</i>	
PRICING:	
Tasks 1 <input type="checkbox"/> \$62,100 (lump sum)	
Tasks 2 <input type="checkbox"/> \$32,000 (lump sum)	
PROPOSAL	I have read and agree to the above proposal requesting the specified consulting services and B2E's Terms and Conditions. I hereby authorize the work to be performed for the fee shown.
Proposed by: Paul Virgillito, CHMM, CIEC, REP B2 Environmental, Inc.	Accepted by:
	Company Name
Signature	Signature
Associate	
Title	Title
12/23/2022	
Date	Date



**2424 14<sup>TH</sup> STREET**  
**ASBESTOS-CONTAINING MATERIALS**

MATERIAL	LOCATION	SAMPLE NUMBER	NESHAP CATEGORY	FRIABLE <sup>(1)</sup>	QUANTITY <sup>(2)</sup>	ASBESTOS CONTENT
9"x9" floor tile (tan) and mastic (black)	Basement - hallway, storage room, mechanical room	HA6-1,2	Category I	No	600 sf	Tile - 4% Mastic - 4%
Duct tape (tan)	Basement - A.C. room	HA7-1,2	RACM	Yes	40 lf	20%
Duct tape (white)	Basement - coal bunker	HA8-1,2	RACM	Yes	10 sf	40%
9"x9" floor tile (green) and mastic (black)	1 <sup>st</sup> floor (north office area) - north stairwell	HA10-1,2	Category I	No	25 sf	Tile - 3% Mastic - 4%
9"x9" floor tile (olive) and mastic (black)	1 <sup>st</sup> floor (north office area) - southeast hallway, storage 2 closet	HA12-1,2	Category I	No	60 sf	Tile - 3% Mastic - 4%
9"x9" floor tile (light brown) and mastic (black)	1 <sup>st</sup> floor (north office area) - southeast hallway, storage 2 closet	HA13-1,2	Category I	No	60 sf	Tile - 3% Mastic - 4%
12"x12" floor tile (light pink) and mastic (black)	1 <sup>st</sup> floor (north office area) - southeast hallway, storage 2 closet	HA14-1,2	Category I	No	30 sf	Tile - ND Mastic - 4%
9"x9" floor tile (tan/brown specks) and mastic (black)	1 <sup>st</sup> floor (south office area, finance office, janitor's closet and storage) - northeast	HA15-1,2	Category I	No	150 sf	Tile - 3% Mastic - 4%
12"x12" floor tile (tan/brown) and mastic (black)	1 <sup>st</sup> floor (south office area) - break room	HA17-1,2	Category I	No	150 sf	Tile - ND Mastic - 4%
≤6" O.D. pipe insulation (millboard)	South building - throughout	HA20-1,2,3	RACM	Yes	400 lf	3%
≤6" O.D. pipe insulation fitting (millboard)	South building - throughout	HA21-1,2,3	RACM	Yes	400 lf	25%
Light fixture reflector shield	1 <sup>st</sup> floor (north office area) - throughout	HA23-1,2	RACM	Yes	6 ct	45%
Duct wrap (tan)	North building - throughout	HA24-1,2	RACM	Yes	200 lf	40%
9"x9" floor tile (green/tan specks) and mastic (black)	1 <sup>st</sup> floor (south office area) - men's restroom	HA26-1,2	Category I	No	25 lf	Tile - 3% Mastic - 4%
9"x9" floor tile (dark green) and mastic (black)	1 <sup>st</sup> floor (south office area) - city administrator, mayor's office	HA28-1,2	Category I	No	200 sf	Tile - 5% Mastic 4%
9"x9" floor tile (dark brown) and mastic (black)	1 <sup>st</sup> floor (south office area) - city administrator, mayor's office	HA29-1,2	Category I	No	200 sf	Tile - 4% Mastic - 4%

## 2424 14<sup>TH</sup> STREET

### ASBESTOS-CONTAINING MATERIALS

MATERIAL	LOCATION	SAMPLE NUMBER	NESHAP CATEGORY	FRIABLE <sup>(1)</sup>	QUANTITY <sup>(2)</sup>	ASBESTOS CONTENT
9"x9" floor tile (dark tan) and mastic (black)	1 <sup>st</sup> floor (south office area) - city administrator, mayor's office	HA30-1.2	Category I	No	200 sf	Tile - 4% Mastic - 4%
9"x9" floor tile (light tan) and mastic (black)	1 <sup>st</sup> floor (south office area) - city administrator's restroom	HA31-1.2	Category I	No	25 sf	Tile - 4% Mastic - 4%
9"x9" floor tile (dark brown/tan) and mastic (black)	2 <sup>nd</sup> floor (south office area) - secretary, copy room, city engineer, building plumbing, building electrical, community development director, supply room, hallway, IT room	HA33-1.2	Category I	No	2,500 sf	Tile - 4% Mastic - 4%
6"x12" floor tile (red) and mastic (black)	2 <sup>nd</sup> floor (south office area) - southeast stairwell	HA34-1.2	Category I	No	20 sf	Tile - 4% Mastic - 4%
6"x12" floor tile (tan) and mastic (black)	2 <sup>nd</sup> floor (south office area) - southeast stairwell	HA35-1.2	Category I	No	20 sf	Tile - 4% Mastic - 4%
6"x12" floor tile (dark brown) and mastic (black)	2 <sup>nd</sup> floor (south office area) - southeast stairwell	HA36-1.2	Category I	No	20 sf	Tile - 4% Mastic - 4%
9"x9" floor tile (red) and mastic (black)	2 <sup>nd</sup> floor (south office area) - project manager	HA37-1.2	Category I	No	210 sf	Tile - ND Mastic - 4%
Roof flashing (silver/black)	Roof parapet	HA40-1,2	Category I	No	350 sf	9%
Fire Door	Basement - coal bunker	N/A	Category II	No	3 ct	Assumed

sf = Square Feet, ND = Non Detect, NA = Not Applicable, lf = Linear Feet, mf = Mechanical Fittings, VSF = Vinyl Sheet Flooring

<sup>(1)</sup> Friability is based only on conditions that were observed during B2E's inspection of the site.

<sup>(2)</sup> Actual quantities should be field verified.

**2424 14<sup>TH</sup> STREET**

**HAZARDOUS WASTE, UNIVERSAL WASTE, OZONE-DEPLETING SUBSTANCES**

<b>MATERIAL</b>	<b>LOCATION</b>	<b>QUANTITY<sup>(1)</sup></b>
Potential mercury containing fluorescent bulbs/tubes	Throughout the building	1,230 ct
Potential mercury containing thermostats/thermometers	Basement - hallway	1 ct
Universal waste - spent batteries (Cd) in exit signs	Throughout the building	7 ct
Potential ozone depleting substances in HVAC units	Exterior	2 ct
Potential PCB-containing light ballasts	Throughout the building	660 ct

NI = None Identified, NA = Not Applicable, ct = Count, yd<sup>3</sup> = Cubic Yard

<sup>(1)</sup> Actual quantities should be field verified.

Exhibit B

"General Terms and Conditions" document

## GENERAL TERMS AND CONDITIONS

1. INTENTIONALLY OMITTED.

2. INTENTIONALLY OMITTED.

3. **STANDARD OF CARE** B2E's Work shall be performed in accordance with generally accepted industry principles and practices consistent with a level of care and skill ordinarily practiced by members of its profession currently providing similar work under similar circumstances at the time the Work was performed. B2E represents that it has the expertise, experience, and resources to perform the requested Work.

4. **WARRANTY** B2E warrants that all materials are and will be free from defects and the Work will be performed in a good and workmanlike manner conforming strictly to the specifications, drawings or samples specified or furnished.

5. **PAYMENT FOR WORK** Client shall pay B2E in accordance with the Contract Document. B2E shall submit invoices to Client for approval. Payment of invoices will be made by Client to B2E for approved Work upon receipt.

In each request for payment, B2E shall certify that such request for payment represents a just estimate of costs reimbursable to B2E under the terms of this Agreement and shall also certify (i) that there are no known mechanics' or materialmen's liens outstanding at the date of the invoice, (ii) that all due and payable bills with respect to the work have been paid to date or are included in the amount requested in the current application, (iii) that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the work, and (iv) that waivers from all Subcontractors and materialmen have been obtained in such form as to constitute an effective waiver of lien under the laws of the State of Nebraska.

Records of B2E's expenses and hours pertaining to the work shall be kept in accordance with generally accepted accounting principles, which principles shall be consistently applied. Said records shall be available to Client or its authorized representative for inspection and copying during regular business hours.

6. **INSURANCE** B2E shall maintain in force at all times the following insurance to protect Client from risk of loss. Insurance shall be placed with insurers with an A.M. Best rating of A-VIII or better and a certificate of insurance shall be provided to Client prior to the commencement of the Work. Such certificate shall provide for a thirty (30) day written notice of cancellation and shall name Client as an additional insured on all policies except professional liability and workers' compensation. The policies shall be primary and non-contributory from Client, contain an appropriate separation of insureds/cross-liability clause. They shall be written on a true occurrence form except for the professional and pollution liability policies which may be claims-made. B2E shall renew claims-made policies for three additional years, or purchase an extended three-year reporting period. The policies shall include coverage for contractual liability and contain "action-over" coverage with respect to claims by employees. Such insurance shall be written for not less than the following limits:

a. Workers' Compensation (statutory)	
Employer's Liability	
▪ Each accident	\$ 500,000
▪ Disease – Each Employee	\$ 500,000
▪ Disease – Policy Limit	\$ 500,000
b. Commercial General Liability	
▪ Each Occurrence	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ General Aggregate	\$2,000,000
▪ Products and Completed Operations Aggregate	\$2,000,000
c. Commercial Automobile Liability	
▪ Combined Single Limit	\$1,000,000

- d. Errors and Omissions / Professional Liability (Applicable when B2E performs professional services.)
- Each Claim \$1,000,000
  - Annual Aggregate \$1,000,000

- e. Contractor's Pollution Liability  
(Applicable when B2E performs work near hazardous substances or pollutants.)
- Each Claim \$1,000,000
  - Annual Aggregate \$1,000,000

7. **SAFETY** B2E shall be solely responsible for all matters relating to the safety of their personnel, equipment, and materials to be used in the performance of the Work. B2E shall properly make safe the area in which the Work is to be performed to prevent all injuries. B2E shall comply with all safety directions of B2E including B2E's site Health and Safety Plan (HASP), with all safety rules and requirements of Client, and with any and all provisions of any law, ordinance, rule or regulation relating to safety. B2E shall coordinate its safety requirements with Client, in accordance with the following order: B2E's HASP is the primary document which defines safety requirements for the Work. When Client safety rules and requirements are applicable, they take priority over B2E's HASP. If there is no HASP available or the HASP and/or Client safety rules and requirements do not adequately address particular hazards relevant to B2E, B2E shall develop and implement safety programs appropriate for such hazards and regulatory requirements.

8. **REPORTS AND RESULTS** All reports prepared under this Agreement shall be submitted for approval through B2E. B2E shall have unrestricted ownership of documents, including the right to use the documents for its own performance. Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that Client shall have the right to assign this Agreement and the documents and/or reports referenced therein, if required, to a lender for the purpose of obtaining financing for the construction and/or completion of the project, and B2E agrees to (i) acknowledge such assignment allowing the lender, in the event of default, to rely upon this Agreement and such documents and/or reports, and (ii) acknowledge, where true, that Client is in good standing pursuant to this Agreement

9. **LIEN WAIVER** B2E's final invoice, when required by Client, shall be accompanied by B2E's sworn statement indicating that all indebtedness under this Agreement has been paid along with lien waivers from any Subcontractor, its suppliers and any other person or entity for whom B2E may be legally responsible. Client may require partial lien waivers for any progress billings along with a sworn list of Subcontractors and suppliers.

10. **COMPLETION OF WORK** Client shall not be liable to B2E for direct or indirect costs or lost profits due to delays for any cause. B2E acknowledges that time is of the essence in the performance of the Work. If B2E fails to perform the Work by the completion date or causes a delay which results in any liability, loss or damage to Client, B2E shall indemnify Client from any and all such liabilities, losses or damages including liquidated damages and attorney's fees.

11. **TERMINATION** Client may terminate this Agreement by sending two (2) days written notice to B2E. Following written notice of termination, B2E shall cease to perform the Work and forward all documents of Work performed to Client. Upon termination, B2E shall be entitled to receive payment for the portion of the Work accepted by Client, completed to the date of notice.

12. **INDEMNIFICATION** To the fullest extent permitted by law, B2E agrees to defend, indemnify, and hold harmless Client from and against all claims, demands, liens, lawsuits, and liabilities of every kind and nature including court costs, expenses and reasonable attorney's fees arising out of or related to the actions, errors, or omissions of B2E and any other person or entity that B2E may be legally responsible for in the performance of the Work.

13. **INDEPENDENT CONTRACTOR** B2E agrees that it is an independent contractor and not an employee, agent, partner or joint venturer of Client. B2E, its employees, and agents are not eligible to participate in any of Client's employee benefits or similar programs. B2E represents it is not currently bound by any other employment contract, restriction, or obligation which in any way interferes or is inconsistent with the Work. B2E will not assume any such obligations or restrictions during the term of this Agreement.

14. **CONFIDENTIALITY** All findings, data, information, reports, and all terms of this Agreement are confidential and shall not be disclosed by B2E in any manner whatsoever except to Client or at the express written direction of Client.

**15. INTENTIONALLY OMITTED.**

**16. ASSIGNMENT** B2E shall not assign, or transfer its benefits, rights, obligations, or interest in this Agreement without the written consent of Client.

**17. COMPLIANCE WITH LAWS** B2E agrees to comply with all applicable statutes, rules and regulations concerning the performance of the Work, including the processing, handling, and disposal of all hazardous materials governed by law or regulation. If compliance requires regulatory notification or reporting, B2E shall notify Client in writing prior to initiating such activity.

**18. EEO, SMALL AND MINORITY BUSINESS** B2E confirms that it is either in compliance with all applicable federal, state, and local laws, regulations and directives regarding nondiscrimination in employment, or exempt from such laws. If B2E is a minority or small business it certifies that it meets the criteria established by law for this designation.

**19. GENERAL PROVISIONS** The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this contract shall not be affected.

This Contract Document represents the entire understanding between the parties relating to the described Work and supersedes any and all prior contracts whether written or oral.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by Client of any default by B2E in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by B2E of this Agreement and that any such breach by B2E will cause Client irreparable injury and damage. Accordingly B2E agrees that Client shall be entitled, without waiving any additional rights or remedies otherwise available to Client at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by B2E.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska without regards to any conflict of laws statute or principal. B2E agrees that any dispute related to this Agreement or the actions contemplated herein shall be exclusively heard in the state and federal courts located in Platte County, Nebraska, and further agrees that said courts are convenient and appropriate forums for this purpose.

**20. ATTORNEY'S FEES** In the event that either party hereto institutes a legal action to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to be awarded reasonable attorneys' fees incurred in such action.

**21. WAIVER OF TRIAL BY JURY** THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT AND/OR THIS ADDENDUM.

14.D.Resolution No. R23-06 approving agreement with Douglas Dunbar for golf professional services for January 1, 2023, through December 31, 2027. (Park Board recommends approval.)

# Draft

## RESOLUTION NO. R23-06

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH DOUGLAS DUNBAR FOR GOLF PROFESSIONAL SERVICES FOR JANUARY 1, 2023, THROUGH DECEMBER 31, 2027, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY,

WHEREAS, Douglas Dunbar has provided for golf professional services to the city since 2006; and,

WHEREAS, the parties wish to enter into an agreement starting January 1, 2023, and ending December 31, 2027, for professional services,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Douglas Dunbar for golf professional services starting January 1, 2023, and ending December 31, 2027, a copy of which is attached hereto and incorporated herein, 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

# **GOLF PROFESSIONAL AGREEMENT**

This AGREEMENT is made and entered into between the City of Columbus, Nebraska, a municipal corporation, hereinafter referred to as "CITY" and golf professional Douglas Dunbar, hereinafter referred to as "MANAGER"; and

WHEREAS, CITY is the owner of Quail Run and Van Berg Golf Courses and operates municipal golf courses and clubhouses therein; and

WHEREAS, MANAGER is a Class "A" PGA Golf Professional; and

WHEREAS, CITY desires the services of a qualified manager to operate the concessions and serve as golf professional for Quail Run and Van Berg Golf Courses.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, the parties agree as follows:

## **1. AGREEMENT**

CITY grants to MANAGER the exclusive privilege of operating business concessions and rendering professional golf services at Quail Run and Van Berg Golf Courses and Clubhouses for the period of time commencing on January 1, 2023 and ending December 31, 2027, in accordance with the terms and conditions hereinafter set forth.

## **2. SERVICES**

MANAGER is to be recognized as the Pro-Manager of Quail Run and Van Berg Municipal Golf Courses and shall make professional golf services and concession services available to the patrons of said golf courses at all reasonable times as determined by the CITY. Said services shall include, but not be limited to, the following:

- establishment of all fees
- sale of alcohol (beer, wine and spirits)
- public relations
- teaching
- coaching
- promotion of golf play
- leagues
- tournaments
- outings
- pull carts
- motorized carts
- sales of equipment from the pro shop
- operation of the driving range
- operation of concession facilities

It is recognized that in providing the previously described services MANAGER will spend a considerable amount of time in service on the courses for the benefit of CITY and area golfers. Accordingly, CITY and MANAGER agree MANAGER shall be granted paid rest and

recuperation time as follows: at the conclusion of each golf season, MANAGER shall be permitted off-time each year beginning December 24th through the last Wednesday in January. MANAGER agrees and shall ensure that adequate, trained staff is available to operate CITY golf course(s) during such off-time should weather conditions allow play.

### **3. SUPERVISION BY MANAGER**

In addition to the services to be rendered by MANAGER as set forth in Section 2, MANAGER agrees to:

- supervise all activities within the part of the clubhouses designated by CITY for use by the public
- supervise all personnel in the employ of MANAGER
- supervise the performance of such duties and services in the clubhouses of both golf courses or adjacent thereto as may be included in the Agreement.

### **4. ESTABLISHMENT OF FEES**

MANAGER shall establish all fees for golfing and all of services provided by this Agreement. MANAGER shall submit a fee schedule to the City Administrator before July 15th of each year to be included in CITY's fee schedule and considered by the City Council.

In the establishing and setting of these fees MANAGER shall review similar fees at the following comparable golf courses and facilities:

- Comparable golf courses for Quail Run Golf Course:
  - Meadowlark Hills Golf Course, Kearney, Nebraska
  - Jackrabbit Run Golf Course, Grand Island, Nebraska
  - Green Valley Golf Course, Sioux City, Iowa
  - North Bend Golf Course, North Bend, Nebraska
- Comparable golf courses for Van Berg Golf Course:
  - Schuyler Golf Club, Schuyler, Nebraska
  - Buffalo Ridge Golf Course, Kearney, Nebraska
  - Steepleview Golf Course, Humphrey, Nebraska
  - South Ridge Golf Course, South Sioux City, Nebraska
  - Sun Valley Golf Course, Sioux City, Iowa

Unless otherwise agreed upon by the parties in writing, the fees MANAGER sets for the golf course properties must be at a minimum equal to the average of the fees set for the aforementioned comparable courses; however, MANAGER may set fees that are higher than the average for the aforementioned comparable courses.

### **5. GENERAL UPKEEP**

MANAGER agrees to keep the clubhouses in a clean and sanitary condition at all times. This shall include the concession areas, public restrooms, public lounges, pro shops, and general interior and immediate exterior maintenance (exterior maintenance shall include parking lots and cart storage area) at both Quail Run and Van Berg Golf Courses. All papers, rubbish, broken and empty bottles, garbage and other trash accumulating in the operation of the

clubhouses shall be picked up by MANAGER or his designee and placed in suitable containers. Goods, bottles, or empty containers shall not be sold, piled, or stored outside or inside of the clubhouses except upon written permission of CITY. MANAGER shall keep concession premises in a neat, clean, orderly, and sanitary condition at all times in conformance with the standards required by the City of Columbus and the State of Nebraska Department of Health.

**6. SOFTWARE**

CITY shall provide and maintain, without cost to MANAGER, software to serve the functions needed to operate the golf courses and point of sales to record all receipts. CITY shall provide for training of MANAGER and his personnel on the software program.

**7. TELEPHONE**

CITY will waive reimbursement up to \$200 for non-personal business-related long-distance telephone calls each year of the contract.

**8. MONEY COLLECTION**

MANAGER agrees to collect liquor sales, concessions, range fees, greens fees, passes, and punch card fees and to issue tickets/tapes/cash register receipts for: green fees, motorized and pull cart fees, driving range, liquor and concessions, surcharges, and sales tax; to keep records of all such transactions; and to properly account for and remit to the CITY such documentation as described in Sections 18 and 19.

**9. PLAY**

MANAGER agrees to provide supervisory services during play to provide smooth starts on number one and ten tees and to monitor closely the transition from hole number nine to number ten tee at all times. Marshaling of play and course rules is required. MANAGER is required to provide help to leagues, outings, and tournaments for scoring, handicaps, scoring sheets, and etc. thereby enabling events to run smoothly.

**10. INSPECTION AUDIT**

MANAGER shall permit the examination and audit of all books and records of MANAGER relating to this Agreement by officers or representatives of CITY, and shall make said books and records available at all reasonable hours.

**11. STAFF**

MANAGER shall have adequate trained staff on duty in readiness to serve the public at such times as necessary to provide concession and professional golf services.

**12. IMPROVEMENTS**

MANAGER shall not remodel clubhouses and outside around clubhouses or install any permanent fixtures or additions to the clubhouses without first obtaining the written approval of CITY. All improvements shall become the property of CITY upon termination of this Agreement

unless the parties hereto agree in writing otherwise. Items such as signage, reserved parking, and building improvements need to be approved by CITY. It is understood and agreed that MANAGER owns the following and shall have the right to remove said items upon termination or expiration of this agreement: clubhouse televisions, overhead projectors, scoreboards, and draft beer cooler.

### **13. CITY SUPERVISION**

CITY reserves the right to exercise general supervision and control over the clubhouses with respect to the management of advertising displays; employees; concessions; kind, character, and quality of goods dispensed; and the cleanliness and sanitation of the buildings and adjacent grounds.

Petitions and solicitations on golf courses are prohibited without approval of the Board of Park Commissioners.

MANAGER shall operate under the provisions of this Agreement in such a manner as to conform to all ordinances of the City of Columbus and the laws of the State of Nebraska; and shall give assistance to CITY in seeking conformity with the ordinances of the City of Columbus and laws of the State of Nebraska by public users.

Further, MANAGER agrees to enforce all rules and regulations adopted by CITY representatives covering the conduct of the public and services offered in the use of CITY property.

The Golf Course Superintendent together with MANAGER and Public Property Director shall determine when the courses will be closed and when carts are allowed on the course. MANAGER must keep the Golf Course Superintendent and Public Property Director informed on all events scheduled on the golf courses. Up to date schedules of events shall be regularly provided by MANAGER to the Golf Committee, and MANAGER will share these schedules electronically with the Golf Course Superintendent and Public Property Director at a minimum by the 20th of every month and upon request.

### **14. CITY EQUIPMENT**

MANAGER shall exercise general supervision over and shall be responsible for the proper use and care of all equipment and furniture owned by CITY located in and around the clubhouses. Such property shall be maintained specifically for the use and convenience of all public users of the clubhouses. MANAGER will keep pull carts and motorized carts clean and presentable, including the beverage cart. If repairs are necessary to any CITY equipment, MANAGER must contact the Golf Course Superintendent so he might make the repairs as soon as possible. (This shall include, but not be limited to the carts and beverage cart.)

### **15. RISK OF LOSS**

CITY shall not be responsible for the property of MANAGER that is kept, stored, or maintained on the premises and assumes no responsibility for loss of MANAGER owned property through fire, theft, pilferage, malicious mischief, or any other happening whatsoever.

**16. MANAGER COMPENSATION**

Subject to Sections 30 and 31 below, MANAGER shall be entitled to the gross proceeds generated by operation of the Quail Run and Van Berg pro shops including golf-related merchandise (including equipment and repairs), driving range, golf lessons, concessions (as defined in Section 19), and signage/scorecard advertising, along with a total monthly payment of \$7,018, effective January 1, 2023. The monthly payment represents \$2,316.00 for the Van Berg Golf Course and \$4,702.00 for the Quail Run Golf Course. The monthly payment shall be increased each year based upon a cost-of-living factor; the cost-of-living adjustment shall be the same percentage paid to city employees as identified in CITY's Pay Plan and Budget. Each annual cost of living adjustment shall be made in January of each year provided MANAGER has received a favorable performance appraisal for the preceding year, prepared by the City Administrator. The City Administrator will consider, among other issues, the ability of MANAGER to: deal with the public in a positive manner; complete required reporting forms in an accurate and timely manner; attract customers to the city golf courses; and, operate the golf courses in a professional manner. The City Administrator may consult with the Public Property Director, Board of Park Commissioners, and the Golf Course Superintendent in completing this performance appraisal. MANAGER will also receive the following percentages of gross sales, less sales tax:

DRIVING RANGE:	Manager.....	100%	City.....	0%
MOTORIZED CARTS:	Manager.....	20%	City.....	80%
PULL CARTS:	Manager .....	15%	City.....	85%
CONCESSIONS (as defined in Section 19)	Manager.....	100%	City.....	0%
LIQUOR (as defined in Section 18):	Manager.....	75%	City.....	25% of net gross revenues
GREEN FEES (INCLUDES PUNCH CARDS)	Manager.....	12.5%	City.....	87.5%
PASSES	Manager.....	12.5%	City.....	87.5%

MANAGER shall provide 50 percent (50%) of the total "net profit" that exceeds the current top 25 percent (25%) regional PGA compensation (\$83,500 currently) to CITY. For purposes of this Agreement, "net profit" shall be defined as MANAGER'S U.S. Federal 1040 Schedule C line 31 net profit or similar Corporation Income Tax return net profit measurement (it is understood that since 2006 MANAGER has used U.S. Federal 1040 Schedule C to report his management of Quail Run and Van Berg Golf Courses for income tax purposes). For illustration purposes, assuming MANAGER'S Schedule C line 31 net profit amounts to \$93,500 in a given calendar year in effect under this Agreement, CITY would receive a 50 percent (50%) "success" reimbursement from MANAGER after completion of his Federal 1040 Schedule C for said calendar year amounting to \$5,000 ( $\$93,500 - \$83,500 = \$10,000$ ;  $\$10,000 \times 50\% = \$5,000$ ). Section 27 of this Agreement requires MANAGER to submit his Federal 1040 Schedule C as soon as possible following the close of each calendar year in effect under this Agreement.

**17. CREDIT CARD / DEBIT CARD PROCESSING FEES**

MANAGER at his discretion may allow use of credit cards and/or debit cards for all sales/purchases for in-person purchases at the golf course properties or purchases that are

made online. Fees relating to credit/debit cards, if any, shall be governed by the following parameters and understanding between the parties hereto:

- With respect to credit cards, CITY has in good faith implemented a point-of-sale system which passes credit card fees to the customer(s) who elect to use a credit card and therefore eliminate credit card fees paid by CITY and MANAGER; provided, however, in the case where CITY'S point-of-sale system does not eliminate credit card fees, CITY shall be fully responsible for said credit card fees.
- With respect to debit cards, MANAGER shall add a convenience charge equal to said debit card fees and remit said funds to CITY for payment.
- MANAGER shall have the right to install ATM machines at the golf course properties in order to minimize the point-of-sale use of debit cards.

## **18. LIQUOR SALES**

Liquor is defined to include beer, wine, and all other alcoholic beverages. The price of liquor sales shall be established mutually by CITY and MANAGER. Income from liquor and alcohol sales shall be split between the parties subject to Section 16. "Net Gross Revenues" shall be defined as gross revenue generated by the sale of liquor, less the CITY cost of said liquor and alcohol, taxes, and licenses to acquire and sell the same. The MANAGER shall furnish all supplies (other than the liquor) and all labor required for the liquor sales. The MANAGER agrees to conduct and operate the liquor business strictly in accordance with all ordinances of the City of Columbus and laws of the State of Nebraska.

## **19. CONCESSIONS**

Concessions are defined to include food, snacks and soft drinks. The price of concession sales shall be established mutually by CITY and MANAGER. All materials, supplies, and assistance required for the operation of concessions shall be furnished at MANAGER'S expense. MANAGER agrees to conduct and operate concessions strictly in accordance with all ordinances of the City of Columbus and laws of the State of Nebraska.

## **20. DEPOSITS**

Deposits into CITY accounts for liquor, green fees, pass and punch card fees, motorized and pull golf carts shall be made pursuant to the following schedule: 1) For all sales occurring on Monday, Tuesday, Wednesday, and Thursday shall be made before 3:00 p.m. on the following Friday of that same week; and 2) For all sales occurring on Friday, Saturday, and Sunday shall be made before 3:00 p.m. on the following Tuesday.

CITY shall maintain a special bank checking account for the purpose of depositing gross revenues from the sale of liquor. MANAGER shall be authorized to withdraw monies from the City Liquor Account to pay vendors current on all liquor purchases. Monthly, CITY will disburse to MANAGER, his share of the gross net revenues for the previous month.

All sales shall be deposited into MANAGER'S owned bank account by 10:00 a.m. the following business day for redistribution as described above.

CITY shall be paid its share of driving range receipts by the tenth day of each month for the previous month.

## **21. REPORTS**

MANAGER shall supply reports as requested by CITY. Daily revenue reports shall be submitted by MANAGER to CITY with each deposit. The Liquor Daily Report shall be separate from the other reports. The report which details golf play for the preceding day, shall be balanced to match all rounds played, all motorized and pull cart rentals, and driving range. Monthly reports shall be supplied by the fifth day of the following month to all appropriate City personnel. The City Finance Director's end of the month financial report shall be considered the official report. Items may be, but not limited to the following: rounds of golf in all categories, outing report that would include the number of participants, fees collected, liquor and alcohol, green fees, pass and punch card fees, motorized and pull golf carts, and anything else CITY deems necessary for budget preparation.

## **22. MANAGER'S PERSONNEL**

It will be the responsibility of MANAGER to employ, train, and pay wages to the needed personnel to conduct the business and carry out the operations associated with the clubhouses which includes, but not limited to, the concession operation, collection of fees, and custodial maintenance. MANAGER and his agents and employees shall not be considered to be employees of CITY, and shall not be eligible for any fringe benefits or compensation benefits from CITY.

## **23. CONFLICT OF INTEREST**

During the term of this agreement, MANAGER shall not be named or recognized as a Director of Golf, Head Golf Professional, or other staff title at any other golf course, nor shall MANAGER be associated in the management of any other golf course or golf business; i.e., Board of Directors or running a Golf Pro Shop.

## **25. CONCESSION, RANGE, AND GOLF COURSE OPERATION**

MANAGER agrees to keep concession, range, and golf courses open seven (7) days of the week during such hours, as CITY shall determine. One of the golf courses shall remain open during the winter months if conditions permit play. The decision as to which golf course shall remain open shall be made by mutual agreement of MANAGER, Golf Course Superintendent, and Public Property Director.

## **26. PGA MEMBERSHIP**

During the full term of this Agreement, MANAGER must maintain a Class "A" PGA Golf Professional Classification. CITY shall pay annual dues to maintain this PGA classification. Should MANAGER cease to be a Class "A" Professional, this Agreement may be immediately and automatically terminated at the sole discretion of CITY. CITY shall pay the cost of continuing education required by the PGA, as mutually agreed to by MANAGER and City Administrator in advance of any course enrollment.

## **27. FINANCIAL STATEMENT**

MANAGER shall submit to CITY a monthly financial statement of the entire operation covered by the terms of this Agreement for each calendar year. Said financial statement shall include a detailed operating statement setting forth all operating revenues and personnel service costs and other operating expenses in accordance with the requirements set by the City

Administrator and Finance Director. Monthly financial statements shall be due by 15th of each month this Agreement is in force and effect. MANAGER shall supply CITY with a copy of Schedule C from income tax return Form 1040 or Corporation Income Tax return as soon as possible following the close of each calendar year in effect under this Agreement.. CITY may conduct its own audits during the term of this Agreement and for a period of five years thereafter pursuant to item Section 10 and 21.

## **28. FREE PLAY**

MANAGER and his two immediate assistants may play Quail Run or Van Berg golf courses at no cost. This includes the use of a motorized cart.; however, if the passenger is not one of the above, then payment for one rider is required. All other members of MANAGER'S staff must pay regular fees. The names of the two immediate assistants shall be submitted to CITY. Except for the above mentioned, special privileges shall not be granted to anyone under any circumstances unless approved by CITY. The City Administrator and MANAGER must agree to any professional courtesy extended during agreement negotiations, to include any play by other Golf Course Superintendents. A Rain Check Policy shall be determined by agreement of CITY and MANAGER.

## **29. EQUAL EMPLOYMENT**

Neither MANAGER nor anyone acting under or by virtue of the terms of the Agreement shall discriminate against an employee or applicants for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to requirements of Nebraska Revised Statutes.

Nor shall neither the MANAGER nor anyone acting under or by virtue of the terms of this Agreement discriminate against any such patron of said golf courses or against anyone else because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status. Special privileges shall not be granted to anyone under any circumstances.

## **30. SURETY BOND**

MANAGER, on signing this Agreement, shall furnish and keep in force a Surety Bond in the amount of twenty-five thousand dollars (\$25,000), or an acceptable equivalent, to protect CITY against (1) loss or damage directly arising by reason of the failure of MANAGER to faithfully make required payments as they become due in this Agreement; (2) theft and dishonesty. This bond shall cover MANAGER and all employees and agents of MANAGER.

Such bond shall be written by a corporate surety authorized to do business in the State of Nebraska and shall be approved by the City Attorney.

Failure to provide the bond within fifteen (15) days shall entitle CITY to cease making any payments to MANAGER and/or terminate this Agreement without further notice.

## **31. INSURANCE**

MANAGER shall indemnify and hold harmless the City of Columbus, Nebraska, from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the conduct of MANAGER that results in bodily injury, sickness, disease, death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and

is caused in whole or in part by MANAGER, any subcontractor (directly or indirectly employed by any of them), or anyone for whose acts any of them may be liable. This section will not require MANAGER to indemnify or hold harmless CITY for any losses, claims, damages, and expenses arising out of or resulting from the negligence of CITY.

MANAGER shall take out and maintain during the life of this Agreement the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in the State of Nebraska covering all of his employees.

MANAGER shall secure and maintain in full force and effect during the entire period of this Agreement liability Insurance naming and protecting MANAGER and CITY, its officials, employees, and volunteers as insured, against claims for damages resulting from the negligence of MANAGER and/or his agents and employees which results in personal injury or property damage. The limits of the liability insurance coverage shall be:

- (a) \$1,000,000 per individual
- (b) \$2,000,000 per occurrence

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's rating of not less than A:VII, unless specific approval has been granted by CITY.

All Certificates of Insurance shall be filed with CITY on the standard ACORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by this section and showing CITY as an additional insured. Such certificates shall specifically state that insurance policies are to be endorsed to require the insurer to provide CITY thirty (30) days written notice of cancellation, non-renewal, or any material reduction of insurance coverage.

Failure to provide insurance as herein named within fifteen (15) days shall entitle CITY to cease making any payments to MANAGER and/or terminate this Agreement without further notice. MANAGER shall have the option to purchase and to participate in health care coverage, single or family, under the City of Columbus insurance plan.

### **32. ASSIGNMENT**

This Agreement shall not be assigned or sold, nor the premises sublet in whole or in part by MANAGER except with the prior written consent of CITY.

### **33. TERMINATION AND CANCELLATION**

It is an express condition of the Agreement that MANAGER shall do and perform the Agreement as set out herein.

If MANAGER breaches any of the terms of this Agreement or fails to make payments provided herein, CITY may, upon seven (7) days written notice, cancel and terminate this Agreement if such breach of failure is not corrected and/or resolved within said seven (7) day notice period. In addition to or in lieu of such cancellation or termination, CITY may recover on the bond retained by MANAGER in the event of failure to make payments provided for herein.

In the event CITY, in its sole and absolute discretion, shall conclude the conduct of MANAGER in any respect is substantially detrimental to the best interest of CITY, CITY may, upon written notice delivered to MANAGER personally, terminate said Agreement, for cause, and order MANAGER to vacate the premises, without further liability to CITY.

The exercise of any remedy provided herein shall not preclude CITY from exercising any other remedy, legal or equitable, that it may have.

IN WITNESS WHEREOF, the parties have set their hands as of the dates indicated below:

\_\_\_\_\_  
Douglas Dunbar, Manager                      Date

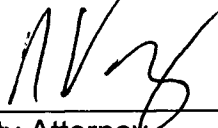
CITY OF COLUMBUS, NEBRASKA

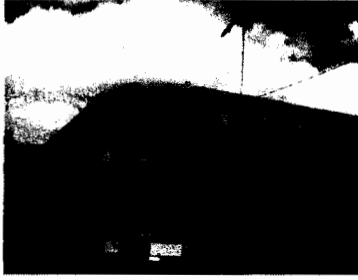
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James B. Bulkley, Mayor                      Date

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVAL AS TO FORM:

  
\_\_\_\_\_  
City Attorney



The City of **Columbus**

BOARD OF PARKS COMMISSIONERS

DATE: January 3, 2023  
TO: Mayor and City Council  
RE: Golf Pro Agreement

At the January 3, 2023 Board of Parks Commissioners meeting, the Board recommends that the City Council approve the proposed five year agreement between the City of Columbus and PGA golf professional Douglas Dunbar to oversee operations at Quail Run and Van Berg Golf Courses.

The agreement will begin on January 1, 2023 and expire on December 31, 2027.

Sincerely,

Brad Hansen,  
Chairman  
Board of Park Commissioners



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**