

City Council Regular Meeting
Monday, May 15, 2023 7:00 PM
Council Chambers
2500 14 Street
Columbus, NE 68601

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

{{Name: Agenda Item Name}}

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

NEBRASKA OPEN MEETINGS ACT

84-1407. Act, how cited.

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

Source: Laws 2004, LB 821, § 34.

84-1408. Declaration of intent; meetings open to public.

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

Source: Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35.

Annotations

- Nebraska's public meetings laws do not apply to school board deliberations pertaining solely to disputed adjudicative facts. *McQuinn v. Douglas Cty. Sch. Dist. No. 66*, 259 Neb. 720, 612 N.W.2d 198 (2000).
- The primary purpose of the public meetings law is to ensure that public policy is formulated at open meetings. *Marks v. Judicial Nominating Comm.*, 236 Neb. 429, 461 N.W.2d 551 (1990).
- The public meetings law is broadly interpreted and liberally construed to obtain the objective of openness in favor of the public, and provisions permitting closed sessions must be narrowly and strictly construed. *Grein v. Board of Education of Fremont*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- A county board of equalization is a public body whose meetings shall be open to the public. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

84-1409. Terms, defined.

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

Source: Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws 1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB 821, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2; Laws 2021, LB83, § 11; Laws 2022, LB922, § 12.

Operative Date: July 21, 2022

Annotations

- A township is a political subdivision, and as such, a township board is subject to the provisions of the public meetings laws. *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- A county agricultural society is a public body to which the provisions of the Nebraska public meetings law are applicable. *Nixon v. Madison Co. Ag. Soc'y*, 217 Neb. 37, 348 N.W.2d 119 (1984).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of

having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).

- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- Although the Open Meetings Act does not define "subcommittee," a subcommittee is generally defined as a group within a committee to which the committee may refer business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- The Open Meetings Act does not require policymakers to remain ignorant of the issues they must decide until the moment the public is invited to comment on a proposed policy. By excluding nonquorum subgroups from the definition of a public body, the Legislature has balanced the public's need to be heard on matters of public policy with a practical accommodation for a public body's need for information to conduct business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- As an administrative agency of the county, a county board of equalization is a public body. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- The electors of a township at their annual meeting are a public body under the Open Meetings Act. *State ex rel. Newman v. Columbus Township Bd.*, 15 Neb. App. 656, 735 N.W.2d 399 (2007).
- The meeting at issue in this case was a "meeting" within the parameters of subsection (2) of this section because it involved the discussion of public business, the formation of tentative policy, or the taking of any action of the public power district. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).
- Informational sessions in which the governmental body hears reports are briefings. *Johnson v. Nebraska Environmental Control Council*, 2 Neb. App. 263, 509 N.W.2d 21 (1993).

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

Source: Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

Annotations

- There is no absolute discovery privilege for communications that occur during a closed session. *State ex rel. Upper Republican NRD v. District Judges*, 273 Neb. 148, 728 N.W.2d 275 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- The public interest mentioned in this section is that shared by citizens in general and by the community at large concerning pecuniary or legal rights and liabilities. *Grein v. Board of Education*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Hearing in closed executive session was contrary to this section since there was no showing of necessity or reason under subdivision (1)(a), (b), or (c), but did not result in reversal of board decision. *Simonds v. Board of Examiners*, 213 Neb. 259, 329 N.W.2d 92 (1983).
- Negotiations for the purchase of land need not be conducted at an open meeting but the deliberations of a city council as to whether an offer to purchase real estate

should be made should take place in an open meeting. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).

- Public meeting law was not violated where the Board of Regents of the University of Nebraska voted to hold a closed session to consider the university president's resignation, and also discussed the appointment of an interim president during such session. *Meyer v. Board of Regents*, 1 Neb. App. 893, 510 N.W.2d 450 (1993).

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.

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

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

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

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

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

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

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

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

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or

(ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

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

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

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

recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

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

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

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

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

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

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

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the

public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

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

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

(8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

Source: Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13.

Note: The Revisor of Statutes has pursuant to section 49-769 correlated LB742, section 1, with LB908, section 1, and LB922, section 13, to reflect all amendments.

Note: Changes made by LB742 and LB908 became effective July 21, 2022. Changes made by LB922 became operative July 21, 2022.

Cross References

- **Intergovernmental Risk Management Act**, see section 44-4301.
- **Interlocal Cooperation Act**, see section 13-801.
- **Joint Public Agency Act**, see section 13-2501.

- **Municipal Cooperative Financing Act**, see section 18-2401.

Annotations

- Under subsection (1) of this section, the Legislature has imposed only two conditions on the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

84-1412. Meetings of public body; rights of public; public body; powers and duties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Source: Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1; Laws 2021, LB83, § 13.

Annotations

- To preserve an objection that a public body failed to make documents available at a public meeting as required by subsection (8) of this section, a person who attends a public meeting must not only object to the violation, but must make that objection to the public body or to a member of the public body. *Stoetzel & Sons v. City of Hastings*, 265 Neb. 637, 658 N.W.2d 636 (2003).

84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs

earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

Source: Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB361, § 3; Laws 2015, LB365, § 2; Laws 2016, LB876, § 1; Laws 2021, LB83, § 14; Laws 2022, LB742, § 2.

Effective Date: July 21, 2022

Annotations

- If a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before taking actions on questions or motions pending, that person waives his or her right to object at a later date. *Hauser v. Nebraska Police Stds. Adv. Council*, 264 Neb. 944, 653 N.W.2d 240 (2002).
- Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous meeting so as to make them speak the truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. *State ex rel. Schuler v. Dunbar*, 214 Neb. 85, 333 N.W.2d 652 (1983).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943,

and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).

- There is no requirement that a public body make a record of where notice was published or posted. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Source: Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.

Annotations

- The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. *Schauer v. Grooms*, 280 Neb. 426, 786 N.W.2d 909 (2010).

- Any citizen of the state may commence an action to declare a public body's action void. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- The reading of ordinances constitutes a formal action under subsection (1) of this section. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- Under the Public Meetings Act, a county lacks capacity to maintain an action to declare its official conduct "void" for noncompliance with the act. *County of York v. Johnson*, 230 Neb. 403, 432 N.W.2d 215 (1988).
- When a petitioner under this section is successful in the district court, that court may allow attorney fees. *Tracy Corp. II v. Nebraska Pub. Serv. Comm.*, 218 Neb. 900, 360 N.W.2d 485 (1984).
- Informal discussions between the Tax Commissioner and the State Board of Equalization in which instructions were clarified, with such clarification leading to the amendment of hearing notices, did not constitute a public meeting subject to the provisions of this section. *Box Butte County v. State Board of Equalization and Assessment*, 206 Neb. 696, 295 N.W.2d 670 (1980).
- The right to collaterally attack an order made in contravention of the Public Meeting Act must occur within a period of one year as is specifically provided by this section. *Witt v. School District No. 70*, 202 Neb. 63, 273 N.W.2d 669 (1979).
- Statutory change, requiring "publicized notice" for board of education employment hearings, occurring between dates meeting scheduled and conducted, held not to void proceedings. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information obtained at the illegal meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Actions by the board of directors were merely voidable under this section, and not void. Pursuant to subsection (3) of this section, the plaintiffs were awarded partial attorney fees because they were successful in having the court declare that the board of directors was in substantial violation of the statute, even though the plaintiffs did not get the relief requested of having the board's actions declared void. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

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Source: http://nebraskalegislature.gov/laws/display_html.php?begin_section=84-1407&end_section=84-1414

Date: July 2022

2. PRAYER

3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

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

4.A. Minutes of May 1, 2023, City Council meeting.

PROCEEDINGS OF CITY COUNCIL
May 1, 2023

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on May 1, 2023, at 7 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 April 26, 2023, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgement of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Hope Freshour, Troy Hiemer, Rich Jablonski, Kat Lopez, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Finance Director Heather Lindsley, Police Captain Doug Molczyk, Community Service Technician Bobby Pensick, and Assistant City Clerk Kelli Keyes.
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, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of April 17, 2023, City Council meeting.**
 - 4.B. **Resolution No. R23-64 approving agreement with Nebraska Department**

of Transportation, Aeronautics Division, in an amount not to exceed \$23,200 for crack and joint sealing at airport. Resolution No. R23-64 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION, IN AN AMOUNT NOT TO EXCEED \$23,200 FOR CRACK AND JOINT SEALING AT THE COLUMBUS MUNICIPAL AIRPORT, 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 OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

4.C. Resolution No. R23-65 authorizing payment of various improvement projects. Resolution No. R23-65 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT GEHRING CONSTRUCTION & READY MIX CO. INC., SID NO. 189 48 AVENUE FROM 23 STREET TO SOUTH OF BRADSHAW PARK ENTRANCE AND CONCRETE PAVING IMPROVEMENTS 2023, \$160,277.40; GEHRING CONSTRUCTION & READY MIX CO., INC., SID NO. 184 23 STREET FROM EAST OF 48 AVENUE TO 54 AVENUE, \$218,855.00.

4.D. Quote from Iowa Pump Works, Inc. in the amount of \$11,756.64 for pump repair at waste water treatment facility.

4.E. Payroll and bills on file. B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grants; I=Insurance; M=Membership; R=Refund; S=Service & Supplies; T=Training; 5/12/23 Payroll \$770,039.53; 911 Custom 1,008.00 S; Ace Hrdwr 667.02 S; Advance Auto 180.77 S; American Fence 432.14 S; Arnold Motor 242.78 S; Auxiant 15,652.36 I; Best Buy 13,214.89 S; CP; Best Version Media 152.00 S; Big Red Prnt 94.65 S; Blackstone Pub 179.18 S; BOKF 1,506,051.25 B; Bomgaars 1,375.54 S; BS&A Sftwr 31,545.00 S; Capital 1-Walmart 543.87 S; Casey's Mail Serv 815.08 S; Cntr for Muni Sol 1,825.00 S; Cntr Pnt LP 46.49 S; Cntrl Sand 441.65 S; Cntrl Valley Ag 530.38 S; Cleanwash Laundry Sys 7,243.50 CP; CNC Repair 1,760.15 S; Col Comm Hosp 933.29 S; Col Steel 125.55 S; Commonwlth Elec 3,659.82 S; Cnsltd Mngmt 11.00 T; Cnsltd Wtr Sol 17,849.98 CP; Core & Main 8,844.20 S; S Crumley 9.31 T; Culligan 110.25 S; Danko 532.50 S; DAS St Acc 1,471.99 S; Dohman Grg Dr 122.43 S; Eakes 356.81 S; Ebsco 2,626.08 S; Electronic Sys 104.00 S; Fifth Season 167.18 S; Forvis 10,000.00 S; Frontier 474.67 S; Full

Throttle Trck 911.03 S; Gale 483.13 S; Galls 403.11 S; Gehring Const 381,437.79 S, CP; Gene Steffy 2,886.02 S; Grt Plns Bldg 45.85 S; Grt Plns Comm 1,413.19 S; Gunslingers 1,040.00 S; Hadley-Braithwait 206.80 S; Hampton Inn 547.00 T; Hawkins 11,270.23 S; Hmtwn Leasing 175.00 S; Ingram Libry 2,083.88 S; Intrst Battery Sys 134.96 S; Jackson Serv 1,917.50 S; JEO 24,211.70 S, CP; Kelly Sup 390.97 S; Kiesler Police Sup 301.63 S; Kirkham Michael & Assoc 4,040.00 CP; Lkvw Sm Eng 70.20 S; LARM 8,414.62 I; Lawson 51.51 S; K Ligenza 8.98 T; Lincoln Winwater 533.01 S; Matheson-Linweld 99.07 S; Medline 155.69 S; Menards 802.43 S; Mettler-Toledo 667.77 S; MidLd Scientific 465.02 S; MidSt Eng 3,221.00 CP; MidW Alarm 700.56 S; MidW Glass 21.50 S; MidW Petro 262.78 S; MidW Storage 18,426.88 CP; MidW Tape 372.56 S; MidW Turf 1,026.08 S; Moms & Mops 320.00 S; Motion Ind 384.05 S; Mueller Sprinklers 1,067.76 S; Municipal Pipe 1,675.89 S; NAPA 8.34 S; NAPE 90.00 M; NE Law 432.00 T; NE Pub Health 520.00 S; Newman Signs 315.84 S; NWEA 500.00 T; Occup Hlth 766.00 S; 1 Source 61.70 S; O'Reilly 43.97 S; Pete Lien & Sons 14,020.01 S; Pomp's Tire 171.00 S; Prestox 57.63 S; Provantage Acc 463.00 S; Reardon 986.90 S; Rutt's 1,549.50 S; Sandry Fire 12,620.00 S; Scenario Adv 81.41 S; Schemmer Assoc 5,015.59 CP; Security Eq 2,885.00 CP; C Shefcyk 31.00 R; Shevlin Sup 481.27 S; Sirius 8,020.18 CP; M Soukup 1.50 S; SpecialTee 468.00 S; Stanley Petro 657.00 S; Stericycle 1,061.33 S; Sunrise Credit 92.39 S; Target Sol 9,611.44 M; T-Bone 51.75 S; Tire Outlet 122.00 S; Tooley 140.33 S; Truck Ctr 9,943.92 S; Unvsty NE Med Cntr 1,500.00 S; USA Blue Bk 568.62 S; Van Wall Eq 1,883.65 S; Wemhoff Refrig 1,907.85 S; WSKF Arch 568.13 S. TOTAL \$2,951,785.69.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:**
 - 6.A. **Request of National Safety Council for proclamation declaring June 2023 as National Safety Month.** Bulkley proclaimed June 2023 as National Safety Month.
 - 6.B. **Request of East Central District Health Department for proclamation declaring week of May 7, 2023, as National Prevention Week.** Bulkley proclaimed the week of May 7, 2023, as National Prevention Week.
 - 6.C. **Proclamation declaring week of April 30, 2023, as Professional Municipal Clerks Week.** Bulkley proclaimed the week of April 30, 2023, as Professional Municipal Clerks Week and thanked staff in the city clerk's office for the work they do.
 - 6.D. **Demonstration of robot by police department.** Pensick demonstrated the many functions of the Avatar tactical robot that was recently purchased using grant funds and said the robot will be an asset in dangerous situations. Molczyk pointed out that the robot will be utilized along with the drone and K-9 in an effort to keep law enforcement as safe as possible.

7. **PUBLIC HEARINGS:** None
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** None
10. **REPORTS OF COUNCIL COMMITTEES:**
- 10.A. **PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - April 10, 2023**
- 10.A.1. **Cost share of paving and infrastructure 2023.** The Public Property, Safety, and Works Committee recommended approval of the city's cost share of paving and infrastructure for 2023. The report was adopted with a motion by Bahr and a second by Lopez. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
- 13.A. **Comments from mayor and city council members.** Bulkley referred to the city administrator's recent trip to San Jose, California, and Vasicek reported that the City of Columbus along with Centro Hispano was selected to be part of the Welcoming America's Rural Welcoming Communities Exchange program and the conference in San Jose, funded by the program, included 660 participants from around the world to discuss how communities and agencies can partner together to make everyone feel welcome in their communities. Lopez, who also attended the conference as part of Centro Hispano, commended City of Columbus for embracing this opportunity.
14. **RESOLUTIONS:**
- 14.A. **Resolution No. R23-66 approving tolling agreement with International Association of Firefighters Local 1575 and named individuals to review potential overtime calculation issues.** Valorz explained that the purpose of the agreement is to suspend the statute of limitations and allow time for all parties involved to come to a mutual agreement. Vasicek explained that the city disputes allegations made by employees within the bargaining unit that the city failed to pay certain overtime obligations and this agreement provides time to reach an amicable resolution without litigation. Resolution No. R23-66 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A TOLLING AGREEMENT WITH INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1575 AND NAMED INDIVIDUALS TO REVIEW OVERTIME CALCULATION ISSUES, 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 Jablonski and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

15. **ORDINANCES ON FIRST READING:** None
16. **ORDINANCES ON SECOND READING:** None
17. **ORDINANCES ON THIRD READING:** None
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda.
19. **UNFINISHED BUSINESS:** None
20. **ADJOURNMENT:** The meeting adjourned at 7:31 p.m.

Presented and approved this 15 day of May, 2023.

OFFICE OF THE CITY CLERK
:Janelle Kline

4.B. Minutes of May 2, 2023, Civil Service Commission meeting certifying police officer candidates Khamden Cone and Dustin Balesten.

CIVIL SERVICE COMMISSION MINUTES

May 2, 2023

A meeting of the Columbus Civil Service Commission was convened in open and public session on Tuesday, May 2, 2023 at 4:45 p.m. in the Conference Room at the Police Station.

Notice of this meeting was given in advance thereof by public posting in City Hall, Platte County Courthouse, and Columbus Public Library on April 24, 2023. Availability of the agenda was communicated in the advance notice and in the notice to the Columbus Civil Service Commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:

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

Present were members, Logan Bronson, Chris Steinke, and Troy Loeffelholz. Members Jessica Caban and Russ Strehle were absent. The minutes from the March 22, 2023 meeting were approved with a motion by Steinke and a second by Loeffelholz with all members voting "Aye".

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

Following discussion, it was moved by Steinke and seconded by Loeffelholz to certify to the Mayor and City Council, the applicants Khamden Cone and Dustin Balesteri. 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. Bid from Dale R. Johnson dba Johnson Trucking for one-year supply of road gravel in the amount of \$24.90 per cubic yard delivered or \$19.45 per cubic yard if picked up.

The City of **Columbus**

MEMORANDUM

DATE: May 9, 2023
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Annual Gravel Bid 2023

RECOMMENDATION:

I recommend the annual gravel contract be awarded to Dale R Johnson dba Johnson Trucking of Columbus, Nebraska.

DISCUSSION:

Two bids were received for providing gravel to the City from June 30, 2023 to June 29, 2024. Attached is the bid tabulation sheet. The recommendation is to accept the low bid. Gravel may either be hauled and stockpiled at the Central Maintenance Facility or obtained by City forces from the Columbus area gravel pit. Approximately 1,200 cubic yards are purchased each year.

FISCAL IMPACT:

Delivered to the Central Maintenance Facility is \$24.90 per cubic yard
Picked up by City forces is \$19.45 per cubic yard.

The costs are in line with previous annual bids with an inflationary factor.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: *Chuck Sliva*

SIGNATURE:

Recommended By: *Richard J. Bogus*

Approved By: *[Signature]*

CITY OF COLUMBUS

BID TABULATION

GRAVEL FOR ROAD SURFACING 2023

BID OPENING: MAY 9, 2023 AT 2:00 P.M.

| | | |
|---|---|--------------------|
| Contractor: Dale R. Johnson Trucking Sand & Gravel | Contractor: Southwest Gravel Products, LLC | Contractor: |
| 3163 South 16th Street | 1753 25 Road | |
| Columbus, NE 68601 | Axtell, NE 68924 | |
| Bid Bond: | Bid Bond: | Bid Bond: |

| Description | Unit | <u>Unit Price</u> | <u>Unit Price</u> | <u>Unit Price</u> |
|--|-------------|--------------------------|--------------------------|--------------------------|
| Gravel delivered to stockpile at 4528 19th Street or gravel on streets | C.Y. | 24.90 | \$25.16 | |
| | | | | |
| Gravel picked up by City at bidder's stock pile | C.Y. | 19.45 | 20.55 | |
| | | | | |
| Ton x 1.35 = Cubic Yard | | | | |

4.D. Resolution No. R23-67 authorizing payment of various improvement projects.

RESOLUTION NO. R23-67

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 COMPANY, COMMUNITY BUILDING, \$618,718.34; GEHRING CONSTRUCTION AND READY MIX CO. INC., SID No. 189 48 AVENUE FROM 23 STREET TO SOUTH OF BRADSHAW PARK ENTRANCE AND CONCRETE PAVING IMPROVEMENTS 2023, \$122,960.70; KOCH EXCAVATING, QUAIL RUN GOLF COURSE RESTORATION, \$10,000; AND RUTJENS CONSTRUCTION, LOST CREEK PARKWAY SEWER, \$732,564.00.

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

| | | |
|--------------------------------|---|---------------|
| Boyd Jones Constr Co. | Community Building | \$ 618,718.34 |
| Gehring Constr & Ready Mix Co. | SID No. 189 48 Ave from 23 St to S of Bradshaw Pk Entr & Concrete Pav Impr 2023 | \$122,960.70 |
| Koch Excavating | Quail Run Golf Course Restoration | \$10,000.00 |
| Rutjens Constr | Lost Creek Parkway Sewer | \$732,564.00 |

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

City of Columbus, NE
PO Box 1677
Columbus, NE 68602-1677
FROM CONTRACTOR:
Boyd Jones Construction Co.
950 S. 10th St., STE 100
Omaha, NE 68108
CONTRACT FOR:

PROJECT:

Library / Cultural Arts Facility

VIA ARCHITECT:

APPLICATION NO:

29

PERIOD TO:

4/30/23

Start:

4/1/23

Finish:

4/30/23

PROJECT NOS:

16-026

CONTRACT DATE:

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

| | | |
|---|----|---------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 26,201,578.00 |
| 2. Net change by Change Orders | \$ | 126,518.15 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ | 26,328,096.15 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 23,530,921.14 |
| 5. RETAINAGE: | | |
| a. 5 % of Completed Work (Column D + E on G703) | \$ | 1,164,223.73 |
| b. _____ % of Stored Material | \$ | 0.00 |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | 1,164,223.73 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | 22,366,697.41 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 21,747,979.07 |
| 8. CURRENT PAYMENT DUE | \$ | 618,718.34 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | 3,961,398.74 |

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

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

CONTRACTOR:

By: [Signature] Date: 5/3/2023
State of: Nebraska County of: Douglas
Subscribed and sworn to before me this 3 day of May
Notary Public: Nicole Rager
My Commission expires: 9-1-2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 618,718.34

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

ARCHITECT:

By: [Signature] Date: 05/04/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. Richard J. Bogus 5-6-2023



Contractor's Application and Certificate of Payment

| | |
|---|--|
| Contractor's Application for Payment No: 4 | |
| Application Period: (From - to) 4/18/23 to 5/2/23 | |
| To: City of Columbus (Owner) | From (Contractor): Gehring Construction and Ready Mix Co., Inc. Contractor's Project No.: |
| Project Name: SID No. 189 48th Ave. from 23rd St. to S. of Bradshaw Park Entrance & Concrete Paving Improvements 2023 | Via (Consulting Engineer / Architect): City of Columbus |
| Fiscal Year Budget Number: 200-200-57200-23025 & 200-200-57300-20071 | |

Application For Payment

Field Order and Change Order Summary

| Field (FO#) and Change Orders (CO#) Approved: | | |
|---|--------------|------------|
| Number | Additions | Deductions |
| FO1 | \$ 16,120.00 | |
| FO2 | \$ 10,343.00 | |
| | | |
| | | |
| TOTALS | \$ 26,463.00 | \$ - |
| NET CHANGE | \$ 26,463.00 | |

| | |
|---|-----------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ 3,613,722.25 |
| 2. Net change by Field Order and Change Orders..... | \$ 26,463.00 |
| 3. Current Contract Price (Line 1 ± 2)..... | \$ 3,640,185.25 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate)..... | \$ 736,789.60 |
| 5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage) | \$ 73,678.96 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)..... | \$ 663,110.64 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ 540,149.94 |
| 8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7)..... | \$ 122,960.70 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6)..... | \$ 2,977,074.61 |

(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: 5-2-23

Printed/Typed Name: Stephen Anderson

Payment of:

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

is recommended by:

_____ (Consulting Engineer/Architect)

_____ (Date)

Payment of:

\$ _____ 122,960.70

is approved by:

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

Richard J. Bogue

5-8-2023

_____ (City Engineer)

_____ (Date)

Approved by:

_____ Funding Agency (if applicable)

_____ (Date)

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:

2 FINAL

APPLICATION DATE:

04/17/23

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:

Koch Excavating
 5211 Howard Blvd
 Columbus, NE 68601

VIA ARCHITECT:

100-156-57200-20111

PERIOD TO:

April 17,2023

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) | \$ | 96,223.89 |
| 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) | \$ | 96,223.89 |
| 8. CURRENT PAYMENT DUE | \$ | 10,000.00 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | 0.00 |

| 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 J. Koch Date: 04/17/23

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 \$ 10,000

(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: 5-6-2023

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

Contractor's Application for Payment

| | |
|---|--|
| Owner: <u>City of Columbus</u> | Owner's Project No.: _____ |
| Engineer: <u>HDR</u> | Engineer's Project No.: <u>10326642</u> |
| Contractor: <u>Rutjens Construction</u> | Contractor's Project No.: <u>832</u> |
| Project: <u>Lost Creek Parkway Sewer</u> | |
| Contract: _____ | |
| Application No.: <u>3</u> | Application Date: <u>5/1/2023</u> |
| Application Period: From <u>3/20/2023</u> to <u>5/1/2023</u> | |


| | | |
|--|--|-----------------|
| 1. Original Contract Price | | \$ 2,823,032.00 |
| 2. Net change by Change Orders | | \$ - |
| 3. Current Contract Price (Line 1 + Line 2) | | \$ 2,823,032.00 |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | | \$ 1,452,634.00 |
| 5. Retainage | | |
| a. <u>10%</u> X \$ <u>1,452,634.00</u> Work Completed = | | \$ 145,263.40 |
| b. <u>10%</u> X \$ - Stored Materials = | | \$ - |
| c. Total Retainage (Line 5.a + Line 5.b) | | \$ 145,263.40 |
| 6. Amount eligible to date (Line 4 - Line 5.c) | | \$ 1,307,370.60 |
| 7. Less previous payments (Line 6 from prior application) | | \$ 574,806.60 |
| 8. Amount due this application | | \$ 732,564.00 |
| 9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c) | | \$ 1,515,661.40 |

Contractor's Certification

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

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

Contractor: Rutjens Construction

Signature:  **Date:** 5/1/2023

Recommended by Engineer
By: Chris J. Krain
Title: Project Manager
Date: 5/5/23

Approved by Owner
By: Richard J. Bogue
Title: City Engineer
Date: 5-8-2023

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

By: _____
Title: _____
Date: _____

4.E. Finance Department reports.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS

FROM 10/01/2021 TO 04/30/2023

FUND: ALL FUNDS

CASH AND INVESTMENT ACCOUNTS

| Fund | Description | Beginning Balance 10/01/2021 | Total Debits | Total Credits | Ending Balance 04/30/2023 |
|------|---------------------------------|------------------------------------|-----------------|------------------|---------------------------------|
| 100 | GENERAL FUND | 9,095,241.38 | 104,257,004.03 | 108,524,093.18 | 4,828,152.23 |
| 160 | PLATTE CO LIBRARY SERVICE | 79,247.31 | 14,848.35 | 291.04 | 93,804.62 |
| 175 | ARP ACT FUNDS | 2,076,774.22 | 2,159,533.98 | 12,482.63 | 4,223,825.57 |
| 189 | PERPETUAL CARE | 79,597.37 | 1,762.98 | 254.73 | 81,105.62 |
| 200 | STREETS/ENGINEERING | 4,625,750.73 | 18,480,803.81 | 21,337,567.23 | 1,768,987.31 |
| 205 | AIRPORT | 871,098.09 | 656,641.86 | 602,088.18 | 925,651.77 |
| 210 | SALES TAX | 9,644,849.66 | 11,719,338.65 | 12,197,602.49 | 9,166,585.82 |
| 211 | 1/2 CENT SALES TAX | 13,698,335.36 | 24,951,079.28 | 37,490,699.75 | 1,158,714.89 |
| 220 | COMMUNICATIONS - E911 | 209,873.59 | 2,384,702.87 | 2,412,711.92 | 181,864.54 |
| 221 | COMMUNICATIONS - WIRELESS E911 | 205,343.73 | 187,940.97 | 187,328.22 | 205,956.48 |
| 225 | COMMUNICATIONS-EC-911 EQUIPMENT | (7,878.46) | 17,094.00 | 293,295.99 | (284,080.45) |
| 240 | HOUSING REHAB & LOANS | 67,236.47 | 207,746.51 | 212,501.10 | 62,481.88 |
| 260 | PROGRESS AND JOBS GROWTH | 1,232,941.72 | 1,009,075.85 | 397,710.52 | 1,844,307.05 |
| 270 | KENO | 813,318.91 | 1,109,215.62 | 1,039,593.41 | 882,941.12 |
| 400 | DEBT SERVICE FUND | 7,880,908.76 | 5,471,087.39 | 11,953,461.00 | 1,398,535.15 |
| 480 | COMMUNITY REDEVL AUTH | 162,349.10 | 980,034.98 | 963,659.86 | 178,724.22 |
| 500 | UTILITY SERVICE | 13,840,595.46 | 21,344,617.85 | 20,040,102.27 | 15,145,111.04 |
| 520 | WATER | 12,635,880.14 | 8,402,048.26 | 6,324,976.58 | 14,712,951.82 |
| 530 | LOUP DISTRIBUTION | 2,434,784.28 | 6,519,266.36 | 7,875,430.21 | 1,078,620.43 |
| 560 | STORMWATER UTILITY | 778,908.44 | 686,089.63 | 334,208.21 | 1,130,789.86 |
| 570 | SOLID WASTE DIVISION | 2,560,796.03 | 3,982,436.57 | 3,121,685.77 | 3,421,546.83 |
| 600 | HEALTH INSURANCE | 2,535,982.13 | 1,728,128.00 | 1,691,735.80 | 2,572,374.33 |
| 710 | FIRE PENSION | 93,414.09 | 1,842.13 | 14,122.88 | 81,133.34 |
| 730 | LICENSES TO SCHOOLS | 4,165.00 | 31,292.50 | 20,405.00 | 15,052.50 |
| 740 | LIBRARY FOUNDATION | 3,408,222.67 | 63,590.08 | 0.00 | 3,471,812.75 |
| 745 | LIBRARY ENDOWMENT | 2,075,751.15 | 0.00 | 5,130.66 | 2,070,620.49 |
| 750 | GERRARD PARK TRUST | 157,276.80 | 11,824.05 | 27,199.53 | 141,901.32 |
| 999 | PAYROLL CLEARING | 126,427.13 | 15,123,287.14 | 15,192,233.27 | 57,481.00 |
| | TOTAL - ALL FUNDS | 91,387,191.26 | 231,502,333.70 | 252,272,571.43 | 70,616,953.53 |

4.F. Payroll and bills on file.

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|--|--------------|--|-------------|-----------|
| 11001 05/16/2023 | 1200.AERO INC INVOICE | 1079 | SERVICE SUBSCRIPTION 5/01/2023 - 5/01/2024 | 1,000.00 | |
| | | | Total: | 1,000.00 | |
| | | | Net of 1 Invoices / 0 Checks | 1,000.00 | |
| 02359 05/16/2023 | 911 CUSTOM LLC INVOICE | 52603 | SURVIVAL ARMOR | 4,884.00 | |
| | | | Total: | 4,884.00 | |
| | | | Net of 1 Invoices / 0 Checks | 4,884.00 | |
| 11004 05/16/2023 | 911 TRAINING INSTITUTE INVOICE | 10873 | EMHD + LIFE BRIDGES, SURVIVE & THRIVE | 834.00 | |
| | | | Total: | 834.00 | |
| | | | Net of 1 Invoices / 0 Checks | 834.00 | |
| 02057 05/16/2023 | A TO Z MESSAGING INVOICE | 16648 | ANSWERING SERVICE | 125.00 | |
| | | | Total: | 125.00 | |
| | | | Net of 1 Invoices / 0 Checks | 125.00 | |
| 00116 05/16/2023 | ACE HARDWARE & GARDEN CNT INVOICE | 193824/5 | LOPPER, HOSE, SHOP TOWEL, CUTTER, NOZZLE | 154.93 | |
| 05/16/2023 | INVOICE | 193823/5 | STOP VALVE | 11.99 | |
| 05/16/2023 | INVOICE | 193707/5 | TOOL BOX AUTO LATCH, MARK FLAG, PLIER, BATTI | 102.91 | |
| 05/16/2023 | INVOICE | 193706/5 | HOSE BARB, WD40, ADAPTER INSERT | 15.97 | |
| 05/16/2023 | INVOICE | 193705/5 | QUICK COUPLER | 9.99 | |
| 05/16/2023 | INVOICE | 193663/5 | 2-CYCLE OIL | 82.45 | |
| 05/16/2023 | INVOICE | 193681/5 | W/D VACUUM, DUSTING BRUSH | 96.98 | |
| 05/16/2023 | INVOICE | 193673/5 | GARDEN SPRAYER | 19.99 | |
| 05/16/2023 | INVOICE | 193672/5 | PADLOCK | 19.99 | |
| 05/16/2023 | INVOICE | 193624/5 | PASSAGE KNOB | 19.99 | |
| 05/16/2023 | INVOICE | 193523/5 | SHOPLIGHT | 71.98 | |
| 05/16/2023 | INVOICE | 193569/5 | SHUT-OFF 180 DEGREE, EZSEED | 88.98 | |
| 05/16/2023 | INVOICE | 193642/5 | ELBOW, HOSE BAR, STRT ELBOW | 33.40 | |
| 05/16/2023 | INVOICE | 193535/5 | ELEMENT, STEM | 25.58 | |
| 05/16/2023 | INVOICE | 193533/5 | WALL CLOCK, AA BATTERY | 27.98 | |
| 05/16/2023 | INVOICE | 193496/5 | NUTS, BOLTS, SCREWS | 11.00 | |
| 05/16/2023 | INVOICE | 193495/5 | NIPPLE GALV, ELBOW GLV | 11.77 | |
| 05/16/2023 | INVOICE | 193491/5 | ACE TRAYSET 4" 3 PC | 6.59 | |
| 05/16/2023 | INVOICE | 193506/5 | KEY MASTER | 13.95 | |
| 05/16/2023 | INVOICE | 193485/5 | THERMOMETER | 17.99 | |
| | | | Total: | 844.41 | |
| | | | Net of 20 Invoices / 0 Checks | 844.41 | |
| 03104 05/16/2023 | ACE SANITATION SERVICE INC. INVOICE | 488630049316 | GARBAGE SERVICE 04/01-04/30 | 55.00 | |
| 05/16/2023 | INVOICE | 488630049328 | GARBAGE SERVICE 04/01-04/30 | 55.00 | |
| | | | Total: | 110.00 | |
| | | | Net of 2 Invoices / 0 Checks | 110.00 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-----------------------------------|---------------|---|-------------|-----------|
| 00180 | ADVANCE AUTO PARTS | | | | |
| 05/16/2023 | INVOICE | 5606311614417 | 4" ADHESIVE ERSR | 34.44 | |
| 05/16/2023 | INVOICE | 5606311163123 | HYDRAULIC | 6.47 | |
| 05/16/2023 | INVOICE | 5606310062701 | AIR FILTER | 28.69 | |
| | | | Total: | 69.60 | |
| | | | Net of 3 Invoices / 0 Checks | 69.60 | |
| 11006 | ALDRICH DALLAS | | | | |
| 05/16/2023 | INVOICE | 245428 | LICENSE WAS PAID BY OBRIST | 55.00 | |
| | | | Total: | 55.00 | |
| | | | Net of 1 Invoices / 0 Checks | 55.00 | |
| 10999 | ANIMAL CARE EQUIPMENT & SRVCS LLC | | | | |
| 05/16/2023 | INVOICE | 111795 | TOUCH SCREEN CRITTER GLOVES | 1,198.92 | |
| | | | Total: | 1,198.92 | |
| | | | Net of 1 Invoices / 0 Checks | 1,198.92 | |
| 00418 | AQUA-CHEM INC | | | | |
| 05/16/2023 | INVOICE | 00201800 | CHEMICALS | 6,678.40 | |
| 05/16/2023 | INVOICE | 00201795 | CHEMICALS | 844.60 | |
| | | | Total: | 7,523.00 | |
| | | | Net of 2 Invoices / 0 Checks | 7,523.00 | |
| 00587 | AQUA-PURE INC | | | | |
| 05/16/2023 | INVOICE | COLNE2305 | NORTH & SOUTH WELLS - MONTHLY SERVICE CONTR | 10,596.85 | |
| | | | Total: | 10,596.85 | |
| | | | Net of 1 Invoices / 0 Checks | 10,596.85 | |
| 10561 | ARNOLD MOTOR SUPPLY | | | | |
| 05/16/2023 | INVOICE | 78NV066014 | 2 - GROMMET RUBBER | 3.34 | |
| 05/16/2023 | INVOICE | 78NV068224 | TRANSMISSION FILTER KIT, F/W SEPARATOR FILT | 99.90 | |
| 05/16/2023 | INVOICE | 78NV067567 | OIL FILTER, TEE FITTING, FUEL LINE | 23.58 | |
| | | | Total: | 126.82 | |
| | | | Net of 3 Invoices / 0 Checks | 126.82 | |
| 00107 | AT&T MOBILITY | | | | |
| 05/16/2023 | INVOICE | 287321675065 | WIRELESS MAR 22 - APR 21 | 10.16 | |
| | | | Total: | 10.16 | |
| | | | Net of 1 Invoices / 0 Checks | 10.16 | |
| 00976 | AVI SYSTEMS, INC | | | | |
| 05/16/2023 | INVOICE | 88874811 | COMMUNITY BUILDING - REV | 36,113.14 | |
| | | | Total: | 36,113.14 | |
| | | | Net of 1 Invoices / 0 Checks | 36,113.14 | |
| 02706 | AXON ENTERPRISE INC. | | | | |
| 05/16/2023 | INVOICE | INUS154022 | TASER INSTRUCTOR | 495.00 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|-------------------------------|----------------------------|------------------|----------------------|-------------|-----------|
| Total: | | | | 495.00 | |
| Net of 1 Invoices / 0 Checks | | | | 495.00 | |
| 00461 | BEHLEN TOWING LLC | | | | |
| 05/16/2023 | INVOICE | 30367 | TOWING | 150.00 | |
| 05/16/2023 | INVOICE | 30371 | TOWING | 150.00 | |
| 05/16/2023 | INVOICE | 30372 | TOWING | 225.00 | |
| 05/16/2023 | INVOICE | 30374 | TOWING | 150.00 | |
| 05/16/2023 | INVOICE | 30378 | TOWING | 150.00 | |
| 05/16/2023 | INVOICE | 26786 | TOWING | 150.00 | |
| 05/16/2023 | INVOICE | 30400 | TOWING | 150.00 | |
| 05/16/2023 | INVOICE | 30393 | TOWING | 150.00 | |
| 05/16/2023 | INVOICE | 30397 | TOWING | 150.00 | |
| Total: | | | | 1,425.00 | |
| Net of 9 Invoices / 0 Checks | | | | 1,425.00 | |
| 03256 | BLACK HILLS ENERGY | | | | |
| 05/16/2023 | INVOICE | 6007 1329 48 MAY | 2NATURAL GAS | 945.42 | |
| 05/16/2023 | INVOICE | 8429 6210 02 MAY | 2NATURAL GAS | 567.85 | |
| 05/16/2023 | INVOICE | 0815 1921 72 MAY | 2NATURAL GAS | 470.77 | |
| 05/16/2023 | INVOICE | 0778 7198 98 MAY | 2NATURAL GAS | 335.30 | |
| 05/16/2023 | INVOICE | 6310 3990 85 MAY | 2NATURAL GAS | 144.37 | |
| 05/16/2023 | INVOICE | 1450 5796 12 MAY | 2NATURAL GAS | 103.21 | |
| 05/16/2023 | INVOICE | 5317 1214 84 MAY | 2NATURAL GAS | 99.01 | |
| 05/16/2023 | INVOICE | 4447 5106 07 MAY | 2NATURAL GAS | 88.46 | |
| 05/16/2023 | INVOICE | 5431 5180 01 MAY | 2NATURAL GAS | 78.99 | |
| 05/16/2023 | INVOICE | 6942 7542 63 MAY | 2NATURAL GAS | 78.82 | |
| 05/16/2023 | INVOICE | 5048 9157 09 MAY | 2NATURAL GAS | 64.78 | |
| 05/16/2023 | INVOICE | 5915 3548 20 MAY | 2NATURAL GAS | 63.32 | |
| 05/16/2023 | INVOICE | 7226 0844 98 MAY | 2NATURAL GAS | 56.84 | |
| 05/16/2023 | INVOICE | 7504 0422 35 MAY | 2NATURAL GAS | 55.37 | |
| 05/16/2023 | INVOICE | 2278 6168 20 MAY | 2NATURAL GAS | 57.83 | |
| 05/16/2023 | INVOICE | 4086 6115 74 MAY | 2NATURAL GAS | 55.17 | |
| 05/16/2023 | INVOICE | 1164 9983 32 MAY | 2NATURAL GAS | 55.17 | |
| 05/16/2023 | INVOICE | 9767 8260 47 MAY | 2NATURAL GAS | 55.17 | |
| 05/16/2023 | INVOICE | 5389 9420 88 MAY | 2NATURAL GAS | 53.76 | |
| 05/16/2023 | INVOICE | 3343 6679 78 MAY | 2NATURAL GAS | 52.38 | |
| 05/16/2023 | INVOICE | 4665 9615 35 MAY | 2NATURAL GAS | 53.65 | |
| Total: | | | | 3,535.64 | |
| Net of 21 Invoices / 0 Checks | | | | 3,535.64 | |
| 00917 | BLACKSTONE PUBLISHING | | | | |
| 05/16/2023 | INVOICE | 2099362 | CD | 32.00 | |
| 05/16/2023 | INVOICE | 2098750 | MATERIALS | 64.00 | |
| Total: | | | | 96.00 | |
| Net of 2 Invoices / 0 Checks | | | | 96.00 | |
| 00286 | BOOKPAGE | | | | |
| 05/16/2023 | INVOICE | S79081 | 12 MONTHLY SHIPMENTS | 402.00 | |
| Total: | | | | 402.00 | |
| Net of 1 Invoices / 0 Checks | | | | 402.00 | |
| 02485 | BOYD JONES CONSTRUCTION CO | | | | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|--|-------------------|---|-------------|-----------|
| 05/16/2023 | INVOICE | 29 | LIBRARY/CULTURAL ARTS FACILITY | 618,718.34 | |
| | | | Total: | 618,718.34 | |
| | | | Net of 1 Invoices / 0 Checks | 618,718.34 | |
| 10547 05/16/2023 | BVH ARCHITECTURE INVOICE | 45241 | COLUMBUS LIBRARY, CHILDRENS MUSEUM & CITY H | 17,639.52 | |
| | | | Total: | 17,639.52 | |
| | | | Net of 1 Invoices / 0 Checks | 17,639.52 | |
| 00008 05/16/2023 | CBS - REPORTING SERVICES INVOICE | 859 | FRENCH | 9.20 | |
| | | | Total: | 9.20 | |
| | | | Net of 1 Invoices / 0 Checks | 9.20 | |
| 01209 05/16/2023 | CENTER POINT LARGE PRINT INVOICE | 2011738 | MATERIALS | 94.08 | |
| | | | Total: | 94.08 | |
| | | | Net of 1 Invoices / 0 Checks | 94.08 | |
| 03136 05/16/2023 | CENTRAL COMMUNITY COLLEGE INVOICE | 001930657 | HEARTSAVER - VAZQUEZ & WIESE | 148.00 | |
| | | | Total: | 148.00 | |
| | | | Net of 1 Invoices / 0 Checks | 148.00 | |
| 01148 05/16/2023 | CENTURY LINK INVOICE | 402D33-0443 MAY 1 | E911 PHONE CHARGES | 930.00 | |
| | | | Total: | 930.00 | |
| | | | Net of 1 Invoices / 0 Checks | 930.00 | |
| 10642 05/16/2023 | CHROME N' STEEL TRUCK & TRAILER LLC INVOICE | 5147 | DIAGNOSE CHECK ENGINE LIGHT | 961.07 | |
| | | | Total: | 961.07 | |
| | | | Net of 1 Invoices / 0 Checks | 961.07 | |
| 00567 05/16/2023 | CITY OF COLUMBUS INVOICE | 200-39575-00 MAY | 2WATER & SEWER | 26.54 | |
| 05/16/2023 | INVOICE | 300-47516-00 MAY | 2WATER & SEWER | 42.92 | |
| 05/16/2023 | INVOICE | 200-37998-00 MAY | 2WATER & SEWER | 229.97 | |
| 05/16/2023 | INVOICE | 200-21980-02 MAY | 2WATER & SEWER | 89.97 | |
| 05/16/2023 | INVOICE | 300-57935-00 MAY | 2WATER & SEWER | 8,003.62 | |
| 05/16/2023 | INVOICE | 300-57936-00 MAY | 2WATER & SEWER | 89.97 | |
| 05/16/2023 | INVOICE | 300-57937-00 MAY | 2WATER & SEWER | 170.94 | |
| 05/16/2023 | INVOICE | 200-21805-00 MAY | 2WATER & SEWER | 98.18 | |
| 05/16/2023 | INVOICE | 400-81020-00 MAY | 2WATER & SEWER | 214.29 | |
| 05/16/2023 | INVOICE | 100-13650-01 MAY | 2WATER & SEWER | 279.39 | |
| 05/16/2023 | INVOICE | 200-41055-00 MAY | 2WATER & SEWER | 25.82 | |
| 05/16/2023 | INVOICE | 400-69475-00 MAY | 2WATER & SEWER | 42.92 | |
| 05/16/2023 | INVOICE | 300-45761-00 MAY | 2WATER & SEWER | 23.69 | |
| 05/16/2023 | INVOICE | 300-45762-00 MAY | 2WATER & SEWER | 25.66 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|-------------------------------|-------------------------|--------------|--|-------------|-----------|
| 05/16/2023 | INVOICE | 300-44995-00 | MAY 2WATER & SEWER | 99.49 | |
| 05/16/2023 | INVOICE | 300-44986-00 | MAY 2WATER & SEWER | 159.71 | |
| 05/16/2023 | INVOICE | 400-65101-00 | MAY 2WATER & SEWER | 93.15 | |
| 05/16/2023 | INVOICE | 300-47515-00 | MAY 2WATER & SEWER | 306.63 | |
| 05/16/2023 | INVOICE | 300-47514-00 | MAY 2WATER & SEWER | 76.85 | |
| 05/16/2023 | INVOICE | 300-61005-00 | MAY 2WATER & SEWER | 76.84 | |
| 05/16/2023 | INVOICE | 300-49665-00 | MAY 2WATER & SEWER | 73.17 | |
| 05/16/2023 | INVOICE | 200-39771-00 | MAY 2WATER & SEWER | 15.78 | |
| 05/16/2023 | INVOICE | 200-44032-00 | MAY 2WATER & SEWER | 89.97 | |
| 05/16/2023 | INVOICE | 300-50035-00 | MAY 2WATER & SEWER | 57.58 | |
| 05/16/2023 | INVOICE | 200-28755-00 | MAY 2WATER & SEWER | 42.92 | |
| 05/16/2023 | INVOICE | 300-47517-00 | MAY 2WATER & SEWER | 108.99 | |
| 05/16/2023 | INVOICE | 400-70005-01 | MAY 2WATER & SEWER | 189.45 | |
| 05/16/2023 | INVOICE | 300-57934-00 | MAY 2WATER & SEWER | 258.88 | |
| 05/16/2023 | INVOICE | 200-39615-01 | MAY 2WATER & SEWER | 111.35 | |
| 05/16/2023 | INVOICE | 300-57938-00 | MAY 2WATER & SEWER | 89.97 | |
| 05/16/2023 | INVOICE | 300-54059-00 | MAY 2WATER & SEWER | 93.15 | |
| 05/16/2023 | INVOICE | 200-21960-05 | MAY 2WATER & SEWER | 126.90 | |
| 05/16/2023 | INVOICE | 300-49615-00 | MAY 2WATER & SEWER | 15.78 | |
| 05/16/2023 | INVOICE | 300-44985-02 | MAY 2WATER & SEWER | 25.19 | |
| 05/16/2023 | INVOICE | 300-62155-00 | MAY 2WATER & SEWER | 25.19 | |
| 05/16/2023 | INVOICE | 300-62105-00 | MAY 2WATER & SEWER | 82.25 | |
| 05/16/2023 | INVOICE | 300-47518-00 | MAY 2WATER & SEWER | 52.45 | |
| Total: | | | | 11,635.52 | |
| Net of 37 Invoices / 0 Checks | | | | 11,635.52 | |
| | | | | | |
| 00262 | CLUB PROPHET SYSTEMS | | | | |
| 05/16/2023 | INVOICE | INV1415566 | MONTHLY TEE SHEET | 150.00 | |
| 05/16/2023 | INVOICE | INV1415563 | YEARLY SOFTWARE SUPPORT 5/1/23 - 4/30/24 | 210.00 | |
| 05/16/2023 | INVOICE | INV1437525 | MONTHLY CPS DATA CENTER HOSTING, ONLINE RESI | 350.00 | |
| Total: | | | | 710.00 | |
| Net of 3 Invoices / 0 Checks | | | | 710.00 | |
| | | | | | |
| 02542 | CNC REPAIR LLC | | | | |
| 05/16/2023 | INVOICE | 7364 | REPLACE EVAP PURGE SOLENOID VIN #7738 | 218.70 | |
| 05/16/2023 | INVOICE | 7366 | LUBE, OIL, FILTER VIN #2756 | 49.23 | |
| 05/16/2023 | INVOICE | 7384 | LUBE, OIL, FILTER, CABIN AIR FILTER, FREON | 418.52 | |
| 05/16/2023 | INVOICE | 7386 | 4 TIRES VIN #1009 | 1,067.27 | |
| 05/16/2023 | INVOICE | 7387 | BATTERY VIN #7839 | 286.07 | |
| 05/16/2023 | INVOICE | 7390 | LUBE, OIL, FILTER, AIR FILTER VIN #8537 | 60.46 | |
| 05/16/2023 | INVOICE | 7396 | REPLACE FUEL TANK VIN #9749 | 1,377.28 | |
| 05/16/2023 | INVOICE | 7423 | REPLACE MODE DOOR ACUATOR VIN #1647 | 374.87 | |
| 05/16/2023 | INVOICE | 7440 | LUBE, OIL, FILTER, REPLACE FRONT & REAR BRAI | 656.61 | |
| 05/16/2023 | INVOICE | 7439 | REPLACE EVAP PURGE VALVE VIN #5402 | 218.70 | |
| 05/16/2023 | INVOICE | 7446 | LUBE, OIL, FILTER VIN #2775 | 42.00 | |
| 05/16/2023 | INVOICE | 7447 | LUBE, OIL, FILTER, AIR & CABIN FILTER, RECH | 211.67 | |
| 05/16/2023 | INVOICE | 7449 | LUBE, OIL, FILTER VIN #7738 | 42.00 | |
| 05/16/2023 | INVOICE | 7489 | LUBE, OIL, FILTER VIN #7979 | 42.00 | |
| 05/16/2023 | INVOICE | 7497 | REPLACE EVAP PURGE SOLENOID VIN #7979 | 218.70 | |
| 05/16/2023 | INVOICE | 7498 | 4 TIRES VIN #8539 | 887.60 | |
| 05/16/2023 | INVOICE | 7499 | BATTERY VIN #2917 | 220.28 | |
| Total: | | | | 6,391.96 | |
| Net of 17 Invoices / 0 Checks | | | | 6,391.96 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|------------------------------|-------------------|--|-------------|-----------|
| 03140 | COLUMBUS AREA | CHAMBER OF | | | |
| 05/16/2023 | INVOICE | 39772 | 2023 ASSISTANCE | 8,000.00 | |
| 05/16/2023 | INVOICE | HEALTH | COLUMBUS BUCKS-PACE PROGRAM | 1,160.00 | |
| | | | Total: | 9,160.00 | |
| | | | Net of 2 Invoices / 0 Checks | 9,160.00 | |
| 10768 | COLUMBUS CREDIT SERVICES | | | | |
| 05/16/2023 | INVOICE | ACCTY150 APRIL 23 | COLLECTIONS | 300.44 | |
| | | | Total: | 300.44 | |
| | | | Net of 1 Invoices / 0 Checks | 300.44 | |
| 00036 | COLUMBUS CUSTOM EMBROIDERY | | | | |
| 05/16/2023 | INVOICE | E42490 | CLOTHING - LINDSLEY | 66.00 | |
| 05/16/2023 | INVOICE | E42533 | CLOTHING - LUNA MARTINEZ, THOMAS | 101.00 | |
| 05/16/2023 | INVOICE | E41940 | FLEECE JACKETS | 405.00 | |
| | | | Total: | 572.00 | |
| | | | Net of 3 Invoices / 0 Checks | 572.00 | |
| 03144 | COLUMBUS TELEGRAM | | | | |
| 05/16/2023 | INVOICE | 118-60003415 | LEGALS, MEETING NOTICES, BIDS | 667.08 | |
| 05/16/2023 | INVOICE | 118-60106294 | ADVERTISING | 282.38 | |
| | | | Total: | 949.46 | |
| | | | Net of 2 Invoices / 0 Checks | 949.46 | |
| 03143 | COLUMBUS TIRE & SERVICE | | | | |
| 05/16/2023 | INVOICE | 1-23904 | 8 HANKOOK TIRES | 7,893.70 | |
| 05/16/2023 | INVOICE | 1-24568 | REPLACE TIRE | 168.25 | |
| | | | Total: | 8,061.95 | |
| | | | Net of 2 Invoices / 0 Checks | 8,061.95 | |
| 11008 | CONFLUENCE INC | | | | |
| 05/16/2023 | INVOICE | 26166 | 23009 PAWNEE PARK/GERRARD PARK RENOVATION P: | 10,567.23 | |
| | | | Total: | 10,567.23 | |
| | | | Net of 1 Invoices / 0 Checks | 10,567.23 | |
| 03146 | CONNECTING POINT/RADIO SHACK | | | | |
| 05/16/2023 | INVOICE | 17618 | 6-HP ELITEDESK, 11-HP 23.8" MONITORS, SPEAKI | 8,705.00 | |
| | | | Total: | 8,705.00 | |
| | | | Net of 1 Invoices / 0 Checks | 8,705.00 | |
| 03147 | CORNHUSKER PUBLIC POWER DIST | | | | |
| 05/16/2023 | INVOICE | 415030001 MAY 23 | ELECTRICITY | 90.37 | |
| 05/16/2023 | INVOICE | 415030005 MAY 23 | ELECTRICITY | 36.97 | |
| 05/16/2023 | INVOICE | 415030006 MAY 23 | ELECTRICITY | 183.95 | |
| 05/16/2023 | INVOICE | 415030007 MAY 23 | ELECTRICITY | 254.70 | |
| 05/16/2023 | INVOICE | 41503008 MAY 23 | ELECTRICITY | 173.42 | |
| 05/16/2023 | INVOICE | 415030009 MAY 23 | ELECTRICITY | 155.65 | |
| | | | Total: | 895.06 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|----------------------------|----------------|--|-------------|-----------|
| | | | Net of 6 Invoices / 0 Checks | 895.06 | |
| 03149 | CULLIGAN OF COLUMBUS | | | | |
| 05/16/2023 | INVOICE | 267302 | REVERSE OSMOSIS | 32.00 | |
| 05/16/2023 | INVOICE | 267270 | POU COOLER | 41.00 | |
| 05/16/2023 | INVOICE | 267309 | REVERSE OSMOSIS | 64.50 | |
| | | | Total: | 137.50 | |
| | | | Net of 3 Invoices / 0 Checks | 137.50 | |
| 01539 | D & K PRODUCTS | | | | |
| 05/16/2023 | INVOICE | 65365IN | HERBICIDE | 6,779.10 | |
| 05/16/2023 | INVOICE | 65615IN | RYEGRASS BLEND | 2,030.00 | |
| | | | Total: | 8,809.10 | |
| | | | Net of 2 Invoices / 0 Checks | 8,809.10 | |
| 11000 | DE ROOS KELLI | | | | |
| 05/16/2023 | INVOICE | 4242023LIBRARY | MILEAGE | 30.72 | |
| | | | Total: | 30.72 | |
| | | | Net of 1 Invoices / 0 Checks | 30.72 | |
| 10276 | DELL MARKETING LP | | | | |
| 05/16/2023 | INVOICE | 10666956540 | POWER EDGE R550 SERVER | 8,720.90 | |
| | | | Total: | 8,720.90 | |
| | | | Net of 1 Invoices / 0 Checks | 8,720.90 | |
| 03152 | DEMCO INC | | | | |
| 05/16/2023 | INVOICE | 7300361 | BOOKTRUCK | 562.06 | |
| | | | Total: | 562.06 | |
| | | | Net of 1 Invoices / 0 Checks | 562.06 | |
| 00499 | DEPARTMENT OF CORRECTIONAL | | | | |
| 05/16/2023 | INVOICE | 1368767 | 2-COMPRESSORS, 10KW GENERATOR, BOTTLE JACK | 1,950.00 | |
| | | | Total: | 1,950.00 | |
| | | | Net of 1 Invoices / 0 Checks | 1,950.00 | |
| 00374 | DUNBAR DOUGLAS | | | | |
| 05/16/2023 | INVOICE | 5012023GOLF | MONTHLY COMMISSIONS | 18,944.73 | |
| 05/16/2023 | INVOICE | 5012023GOLF | CREDIT CARD REIMBURSEMENT APRIL 4/01/23-4/31 | 23,647.02 | |
| 05/16/2023 | INVOICE | 5012023 | MONTHLY CONTRACT | 7,018.00 | |
| | | | Total: | 49,609.75 | |
| | | | Net of 3 Invoices / 0 Checks | 49,609.75 | |
| 03158 | EAKES OFFICE SOLUTIONS | | | | |
| 05/16/2023 | INVOICE | INV454927 | COPIER CONTRACT | 317.22 | |
| 05/16/2023 | INVOICE | 8716130-0 | TONER | 157.99 | |
| 05/16/2023 | INVOICE | 8716093-0 | PAPER | 45.98 | |
| 05/16/2023 | INVOICE | 8716083-0 | PAPER | 91.96 | |
| 05/16/2023 | INVOICE | 8715845-0 | ADHESIVE NOTES, CORRECTION FILM | 30.97 | |
| 05/16/2023 | INVOICE | INV454677 | COPIER CONTRACT | 1,476.50 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|-------------------------------|-------------------------------|-------------------|--|-------------|-----------|
| 05/16/2023 | INVOICE | 8713063-0 | LASER CARTRIDGE | 467.96 | |
| 05/16/2023 | INVOICE | 8651177-0 | 2 - U-LINE UMBRELLA'S, 2 - STAND ALONE POLE: | 1,076.00 | |
| 05/16/2023 | INVOICE | 8647282-0 | BAR TABLES, LOW SIDE TABLES, SMALL COFFEE T: | 12,139.40 | |
| 05/16/2023 | INVOICE | 8647292-0 | POTRERO TABLE BOAT | 7,273.33 | |
| 05/16/2023 | INVOICE | 8647295-0 | BACKLESS COUNTER STOOLS | 7,864.56 | |
| 05/16/2023 | INVOICE | 8647300-0 | GRESSCO HABA ACTIVITY BOARDS, RAILS | 615.00 | |
| 05/16/2023 | INVOICE | 8647311-0 | OTTOMANS | 4,684.60 | |
| 05/16/2023 | INVOICE | 8651218-0 | SIX INCH TAPA TIERS | 11,794.85 | |
| 05/16/2023 | INVOICE | 8647308-0 | LOW BACK STOOLS | 2,269.26 | |
| 05/16/2023 | INVOICE | 8712797-0 | URINAL TOSS BLOCKS | 20.12 | |
| 05/16/2023 | INVOICE | 8708621-0 | PEN | 8.89 | |
| 05/16/2023 | INVOICE | 8708621-1 | HP730 CARTRIDGES | 459.95 | |
| Total: | | | | 50,794.54 | |
| Net of 18 Invoices / 0 Checks | | | | 50,794.54 | |
| 02580 | ED M. FELD EQUIPMENT CO. INC. | | | | |
| 05/16/2023 | INVOICE | 0422356-IN | FLARES, 2.5" STACK TIPS, KEY ECO HOSE | 9,635.36 | |
| Total: | | | | 9,635.36 | |
| Net of 1 Invoices / 0 Checks | | | | 9,635.36 | |
| 03161 | ELECTRICAL ENGINEERING & | | | | |
| 05/16/2023 | INVOICE | 8235261-00 | SPLIT BOLT CONN | 23.02 | |
| 05/16/2023 | INVOICE | 8239147-00 | FRZ GDG5 | 15.97 | |
| Total: | | | | 38.99 | |
| Net of 2 Invoices / 0 Checks | | | | 38.99 | |
| 00771 | ENVISIONWARE, INC | | | | |
| 05/16/2023 | INVOICE | INV-US-64037 | ANNUAL MAINTENANCE/SUBSCRIPTION | 952.59 | |
| Total: | | | | 952.59 | |
| Net of 1 Invoices / 0 Checks | | | | 952.59 | |
| 00285 | EVIDENT, INC | | | | |
| 05/16/2023 | INVOICE | 220559A | BLACK NITRILE GLOVES | 786.67 | |
| 05/16/2023 | INVOICE | 220560A | FORENSIC TABLETS, TRAINING TABLETS, TRAININ | 224.52 | |
| 05/16/2023 | INVOICE | 220560B | LASER TRAJECTORY KIT | 675.00 | |
| Total: | | | | 1,686.19 | |
| Net of 3 Invoices / 0 Checks | | | | 1,686.19 | |
| 03165 | FASTENAL COMPANY | | | | |
| 05/16/2023 | INVOICE | NECOL249896 | SPILL ABSORB KIT | 146.61 | |
| Total: | | | | 146.61 | |
| Net of 1 Invoices / 0 Checks | | | | 146.61 | |
| 00242 | FIRST NATIONAL BANK OMAHA | | | | |
| 05/16/2023 | INVOICE | 11398145741815439 | AMAZON - PRINTABLE LABELS, DVDS, WASTEBASKE' | 388.62 | |
| 05/16/2023 | INVOICE | 11398145741815439 | AMAZON - CREDIT | (29.98) | |
| 05/16/2023 | INVOICE | 11398145741815439 | AMAZON - CREDIT | (29.98) | |
| 05/16/2023 | INVOICE | 11398145741815439 | AMAZON - CREDIT | (29.98) | |
| 05/16/2023 | INVOICE | 11398145741815439 | AMAZON - CREDIT | (29.98) | |
| 05/16/2023 | INVOICE | 11398145741815439 | AMAZON - CREDIT | (59.96) | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------|-------------------|--|-------------|-----------|
| 05/16/2023 | INVOICE | 724317357 | FUN EXPRESS - FAIRY HOUSES | 86.15 | |
| 05/16/2023 | INVOICE | 11307311239023443 | AMAZON - DEMON SLAYER, KENA: BRIDGE OF SPIR: | 201.96 | |
| 05/16/2023 | INVOICE | 11407946774777805 | AMAZON - MOUNTING BRACKET, CASH DRAWER | 202.80 | |
| 05/16/2023 | INVOICE | 11435436967160220 | AMAZON - HELLO PANDA COOKIES, | 188.94 | |
| 05/16/2023 | INVOICE | 11438342360057063 | AMAZON - MOUNTING BRACKET, CASH DRAWER | 101.40 | |
| 05/16/2023 | INVOICE | 11440119134534643 | AMAZON - BOOK LIGHT, TOTE BAG, CAKE DECORAT: | 163.85 | |
| 05/16/2023 | INVOICE | HD01430600029EUS | ADOBE - CREATIVE CLOUD ALL APS | 37.44 | |
| 05/16/2023 | INVOICE | 134184 | MAILBOX - BOX, PEANUTS | 19.53 | |
| 05/16/2023 | INVOICE | 11331316899560262 | AMAZON - BROCHURE HOLDERS | 148.52 | |
| 05/16/2023 | INVOICE | 5022023 | DAKTRONICS | 1,485.00 | |
| 05/16/2023 | INVOICE | 41823POLICE | CASINO TRAINING LINCOLN NE - STRECKER & ANDI | 493.91 | |
| 05/16/2023 | INVOICE | 41823POLICE | TASER TRAINING - LOOTJER & URKOSKI | 226.87 | |
| 05/16/2023 | INVOICE | 50523POLICE | CONFERENCE IN KEARNEY | 294.89 | |
| 05/16/2023 | INVOICE | 41723POLICE | CONFERENCE IN KEARNEY - MEALS SHERER | 46.71 | |
| 05/16/2023 | INVOICE | 0588315-IN | SIRCHIE - TESTS METHAMPHETAMINE | 232.70 | |
| 05/16/2023 | INVOICE | 2117 | TRIPLE I SOLUTIONS | 249.00 | |
| 05/16/2023 | INVOICE | 51023-7 | E-KIT TRAINING - FIELD SEARCH SOFTWARE CERT: | 495.00 | |
| 05/16/2023 | INVOICE | 24459 | FILTCO - CARBON+HEPA FILTER | 583.00 | |
| 05/16/2023 | INVOICE | 29384 | ADDICTIONS ACADEMY - REFUND | (25.00) | |
| 05/16/2023 | INVOICE | 233494 | LLRM - ONLINE INTERVIEW & INTERROGATION | 175.00 | |
| 05/16/2023 | INVOICE | 29384 | ADDICTIONS ACADEMY | 25.00 | |
| 05/16/2023 | INVOICE | 1098147257 | B&H PHOTO - BATTERIES | 55.44 | |
| 05/16/2023 | INVOICE | 91662853 | HAMPTON INN | 98.00 | |
| 05/16/2023 | INVOICE | 24401458 | USIQ INC - FIREARM RACK | 74.99 | |
| 05/16/2023 | INVOICE | 0398797 | ACTION TARGET - 8 TARGET STANDS | 850.14 | |
| 05/16/2023 | INVOICE | 11001388 | MAXTEK - DVD SLEEVES | 30.90 | |
| 05/16/2023 | INVOICE | 2878837840 | ETSY - POLICE WREATH | 121.50 | |
| 05/16/2023 | INVOICE | 1099309316 | B&H PHOTO - CD-R, DVD-R | 77.79 | |
| 05/16/2023 | INVOICE | 7775 | THE ROUND - BREAKFAST | 16.26 | |
| 05/16/2023 | INVOICE | 7774 | THE ROUND - BREAKFAST | 16.26 | |
| 05/16/2023 | INVOICE | 37 | BURGER KING | 12.96 | |
| 05/16/2023 | INVOICE | 36 | BURGER KING | 15.21 | |
| 05/16/2023 | INVOICE | 3709217512 | THE ROUND - BREAKFAST | 17.26 | |
| 05/16/2023 | INVOICE | 3709213946 | THE ROUND - BREAKFAST | 20.00 | |
| 05/16/2023 | INVOICE | 7656 | THE ROUND - BREAKFAST | 20.00 | |
| 05/16/2023 | INVOICE | 011 | MECA PARKING | 10.00 | |
| 05/16/2023 | INVOICE | 014 | MECA PARKING | 10.00 | |
| 05/16/2023 | INVOICE | 7662 | THE ROUND - BREAKFAST | 21.65 | |
| 05/16/2023 | INVOICE | 86 | SWEET HARVEST POPCORN-VOLUNTEER APPRECIATIO | 68.00 | |
| 05/16/2023 | INVOICE | B2310046394098 | NEVCO SPORTS - COAX WIRELESS RECEIVER, HANDI | 4,085.00 | |
| 05/16/2023 | INVOICE | 449983 | WALMART - CONCESSION STAND | 205.48 | |
| 05/16/2023 | INVOICE | 233341 | WALMART - CONCESSION STAND | 80.08 | |
| 05/16/2023 | INVOICE | 210121 | SAM'S CLUB - CONCESSION STAND | 375.68 | |
| 05/16/2023 | INVOICE | 00499 | WALMART | 23.50 | |
| 05/16/2023 | INVOICE | 570227 | WALMART - CONCESSION STAND | 158.64 | |
| 05/16/2023 | INVOICE | 199297 | SUPER SAVER - CONCESSION STAND | 175.20 | |
| 05/16/2023 | INVOICE | 47657 | MENARDS - TORTILLA CHIPS, RECYCLE A BAG | 33.37 | |
| 05/16/2023 | INVOICE | I69420/5 | ACE - BATTERIES, KEY MASTER | 33.23 | |
| 05/16/2023 | INVOICE | 11452143041033822 | AMAZON - HONEYWELL ORBIT SCANNERS | 497.98 | |
| 05/16/2023 | INVOICE | 11495665566141064 | 3 YEAR PROTECTION PLAN | 33.99 | |
| 05/16/2023 | INVOICE | 11419644207871426 | AMAZON - SOLAR POWERED SECURITY CAMERA | 46.99 | |
| 05/16/2023 | INVOICE | 592023 | NCIC TRAINING GI, PROTECTION ORDER TRAINING | 170.80 | |
| 05/16/2023 | INVOICE | FOS12303061E | FACTORY OUTLET STORE - MONO CORDED HEADSET | 257.23 | |
| 05/16/2023 | INVOICE | 958926 | APCO INTERNATIONAL | 30.00 | |
| 05/16/2023 | INVOICE | 959150 | APCO INTERNATIONAL | 359.00 | |
| 05/16/2023 | INVOICE | 959270 | APCO INTERNATIONAL | 419.00 | |
| 05/16/2023 | INVOICE | 11301029446670673 | AMAZON - WEATHER ALERT RADIO | 69.99 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------------|-------------------------|-------------------|--|-------------|-----------|
| 05/16/2023 | INVOICE | 210018526 | DISPLAYS2GO - 19 INCH SHELF | 72.94 | |
| 05/16/2023 | INVOICE | 11382502443334608 | AMAZON - ETHERNET CABLES | 1,211.60 | |
| 05/16/2023 | INVOICE | 11212356181689849 | AMAZON - TONER CARTRIDGE | 299.78 | |
| 05/16/2023 | INVOICE | 11347700345023451 | AMAZON - ETHERNETCABLES | 129.41 | |
| 05/16/2023 | INVOICE | 11397342735233804 | AMAZON - LED HIGH BAY LIGHT | 219.98 | |
| 05/16/2023 | INVOICE | 11313402163457006 | AMAZON - 6 TV WALL MOUNT BRACKET | 1,139.94 | |
| 05/16/2023 | INVOICE | JG28690 | CDW GOVT - RACK NUTS | 165.56 | |
| 05/16/2023 | INVOICE | 11292012184581044 | AMAZON - BLACK TONER | 111.89 | |
| 05/16/2023 | INVOICE | 11398512520033818 | AMAZON - SCREW TOP LIFE LATCH BUCKET | 36.88 | |
| 05/16/2023 | INVOICE | 11331974325753861 | AMAZON - HEPA AIR PURIFIER | 164.99 | |
| 05/16/2023 | INVOICE | 11372228503688223 | AMAZON - GLASS SCREEN PROTECTOR, CCASE, SAM: | 718.16 | |
| 05/16/2023 | INVOICE | 11364914136670605 | AMAZON - EHTHERNET ADAPTER | 20.90 | |
| 05/16/2023 | INVOICE | 11274708458626600 | AMAZON - TONER CARTRIDGES | 299.78 | |
| 05/16/2023 | INVOICE | 11354672119753810 | AMAZON - EXTENDER SOLUTION 1-PORT | 718.00 | |
| 05/16/2023 | INVOICE | 11334264018845814 | AMAZON - 1-PORT SURFACE MOUNT BOX | 10.45 | |
| 05/16/2023 | INVOICE | 11372590081317847 | AMAZON - DITEK DTK-WM8NETS, DTK-RM12NETS | 718.25 | |
| 05/16/2023 | INVOICE | 11237122084328249 | AMAZON - TONER CARTRIDGE | 171.89 | |
| 05/16/2023 | INVOICE | 11364911229223468 | AMAZON - 200 AMP MMA WELDER | 99.99 | |
| 05/16/2023 | INVOICE | 11292933073280250 | AMAZON - WIRELESS KEYBOARD/MOUSE | 79.99 | |
| 05/16/2023 | INVOICE | 11372590081317847 | AMAZON - REFUND | (463.28) | |
| 05/16/2023 | INVOICE | 254821 | UNITED STATES POSTAL SERVICE - POSTAGE DUE | 10.73 | |
| 05/16/2023 | INVOICE | 11117978346236266 | AMAZON - BATTERY | 29.99 | |
| 05/16/2023 | INVOICE | 11119680131569836 | AMAZON - 20 - 8GB USB FLASH DRIVE | 51.99 | |
| 05/16/2023 | INVOICE | 11147857293332202 | AMAZON - NAME TAGS | 29.97 | |
| 05/16/2023 | INVOICE | 11404521315382613 | AMAZON - DISPLAY RACK | 49.55 | |
| 05/16/2023 | INVOICE | 11404946901717858 | AMAZON - WASTEBASKET | 19.74 | |
| 05/16/2023 | INVOICE | 11439473726264267 | AMAZON - NEGATIVE & DOCUMENT SCANNER | 349.99 | |
| 05/16/2023 | INVOICE | 11442307376789061 | AMAZON - ONE PUNCH MAN VOL 4 | 14.95 | |
| 05/16/2023 | INVOICE | 11481581395321812 | AMAZON - DYSON VACUUM CLEANER | 388.99 | |
| 05/16/2023 | INVOICE | 11485131909707410 | AMAZON - DVDS | 87.46 | |
| 05/16/2023 | INVOICE | 11494287613896220 | AMAZON - MAGI: THE LABYRINTH | 21.40 | |
| 05/16/2023 | INVOICE | 11498576397824201 | AMAZON - BOOKS | 32.98 | |
| 05/16/2023 | INVOICE | 11498866768941829 | AMAZON - SHOPPING GOODIE BAGS | 27.08 | |
| 05/16/2023 | INVOICE | 11499234864311427 | AMAZON - WASTEBASKETS | 150.38 | |
| 05/16/2023 | INVOICE | JA32081543 | APPLE INC - CREDIT MEMO | (114.00) | |
| 05/16/2023 | INVOICE | 4292023 | CONSTANT CONTACT | 66.50 | |
| 05/16/2023 | INVOICE | 2023-04-16 | FAX PLUS | 17.99 | |
| 05/16/2023 | INVOICE | 322489 | GAMESTOP - PS5 DUAL SENSE CONTROLLER, PLAYS! | 759.95 | |
| 05/16/2023 | INVOICE | 2815343 | GAYLORD ARCHIVAL - RECORD STORAGE | 326.28 | |
| 05/16/2023 | INVOICE | 724377499 | OTC BRANDS - PLAYFUL CHEF SAFETY KNIFE SETS | 88.63 | |
| 05/16/2023 | INVOICE | 0003 | PIZZA HUT | 95.27 | |
| 05/16/2023 | INVOICE | US-20370273 | UA.COM - TACTICAL BOOTS - QM | 139.10 | |
| 05/16/2023 | INVOICE | 589015 | TRACTOR SUPPLY PRESS WASH | 200.00 | |
| 05/16/2023 | INVOICE | 962700 | COLUMBIA SOUTHERN UNIV - 2023 CHIEF OFFICER | 530.00 | |
| 05/16/2023 | INVOICE | 7 | JIMMY JOHN'S - SANDWICHES FOR MEETING | 179.93 | |
| 05/16/2023 | INVOICE | 834 | DUSTERS - LUNCH WITH LIBRARY DIRECTOR | 82.89 | |
| 05/16/2023 | INVOICE | J5TV94 | UNITED - BAGGAGE CHECK | 35.00 | |
| 05/16/2023 | INVOICE | UBER | UBER | 244.11 | |
| 05/16/2023 | INVOICE | 5032023BHM | BHM WORLD HERALD SUBSCRIPTION | 27.99 | |
| Total: | | | | 24,104.87 | |
| Net of 112 Invoices / 0 Checks | | | | 24,104.87 | |
| 00169 | FRONTIER | | | | |
| 05/16/2023 | INVOICE | 30818801750912722 | PHONE/INTERNET/FAX LINES | 2,065.53 | |
| 05/16/2023 | INVOICE | 30818802060523942 | E911 PHONE CHARGES 04/30/23 TO 05/29/23 | 292.66 | |
| 05/16/2023 | INVOICE | 40256277850209002 | NWP ALARM 4/30/23 TO 5/29/23 | 90.12 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------------------|-------------|--|-------------|-----------|
| | | | Total: | 2,448.31 | |
| | | | Net of 3 Invoices / 0 Checks | 2,448.31 | |
| 02817 05/16/2023 | FULL THROTTLE TRUCK & INVOICE | INV-260 | REMOVE & INSTALL NEW FUEL LINES | 1,026.30 | |
| | | | Total: | 1,026.30 | |
| | | | Net of 1 Invoices / 0 Checks | 1,026.30 | |
| 00459 05/16/2023 | GALE INVOICE | 81068679 | MATERIALS | 75.17 | |
| | | | Total: | 75.17 | |
| | | | Net of 1 Invoices / 0 Checks | 75.17 | |
| 03172 05/16/2023 | GALLS LLC INVOICE | 024249838 | RESERVE POLO ORDER | 1,116.44 | |
| | | | Total: | 1,116.44 | |
| | | | Net of 1 Invoices / 0 Checks | 1,116.44 | |
| 03174 05/16/2023 | GEHRING CONSTRUCTION & INVOICE | 68987 | 4114 SUNSET DR | 773.38 | |
| 05/16/2023 | INVOICE | 69050 | 34TH AVE & 17TH ST | 421.26 | |
| 05/16/2023 | INVOICE | 4 | SID #189 - 48TH AVE FROM 23RD ST TO S OF BR | 122,960.70 | |
| 05/16/2023 | INVOICE | 69047 | HAND POUR | 68.75 | |
| 05/16/2023 | INVOICE | 68874 | 1422 14TH ST | 638.88 | |
| 05/16/2023 | INVOICE | 68908 | REBAR | 102.00 | |
| 05/16/2023 | INVOICE | 68799 | 3172 34TH AVE | 907.88 | |
| 05/16/2023 | INVOICE | 69095 | FAIRLANE AVE & 34TH ST | 660.00 | |
| | | | Total: | 126,532.85 | |
| | | | Net of 8 Invoices / 0 Checks | 126,532.85 | |
| 03178 05/16/2023 | GERHOLD CONCRETE COMPANY INVOICE | 384283 | BETWEEN 33RD AVE & 34TH AVE ON 17TH ST | 891.44 | |
| | | | Total: | 891.44 | |
| | | | Net of 1 Invoices / 0 Checks | 891.44 | |
| 00056 05/16/2023 | GODFATHER'S PIZZA INVOICE | 6102 | PIZZA | 98.00 | |
| | | | Total: | 98.00 | |
| | | | Net of 1 Invoices / 0 Checks | 98.00 | |
| 10401 05/16/2023 | GOLFNOW INVOICE | INV00076802 | WEBSITE/EMAIL HOSTING | 185.66 | |
| | | | Total: | 185.66 | |
| | | | Net of 1 Invoices / 0 Checks | 185.66 | |
| 10214 05/16/2023 | GRAYBAR ELECTRIC COMPANY INVOICE | 9331880295 | TWO POSITION SINGLE, F-TYPE COAX MODULE, KE' | 53.88 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|------------------------------|--------------|------------------------------|-------------|-----------|
| | | | Total: | 53.88 | |
| | | | Net of 1 Invoices / 0 Checks | 53.88 | |
| 02594 | GREAT PLAINS BUILDING SUPPLY | | | | |
| 05/16/2023 | INVOICE | 21092 | CREDIT ON ACCOUNT | (12.52) | |
| 05/16/2023 | INVOICE | 2305-512791 | 50# ATHLETIC FIELD MARKER | 608.16 | |
| | | | Total: | 595.64 | |
| | | | Net of 2 Invoices / 0 Checks | 595.64 | |
| 02075 | GREAT PLAINS COMMUNICATIONS | | | | |
| 05/16/2023 | INVOICE | 996-426-0026 | INTERNET SERVICE 05/01-05/31 | 239.95 | |
| | | | Total: | 239.95 | |
| | | | Net of 1 Invoices / 0 Checks | 239.95 | |
| 10888 | GRIMES ASPHALT & PAVING CORP | | | | |
| 05/16/2023 | INVOICE | 23952 | COLD MIX | 1,080.00 | |
| | | | Total: | 1,080.00 | |
| | | | Net of 1 Invoices / 0 Checks | 1,080.00 | |
| 02904 | GUNSLINGERS LLC | | | | |
| 05/16/2023 | INVOICE | 19979 | SLING | 45.00 | |
| | | | Total: | 45.00 | |
| | | | Net of 1 Invoices / 0 Checks | 45.00 | |
| 03183 | HADLEY-BRAITHWAIT COMPANY | | | | |
| 05/16/2023 | INVOICE | 228484 | 3 CASES TOILET PAPER | 203.85 | |
| | | | Total: | 203.85 | |
| | | | Net of 1 Invoices / 0 Checks | 203.85 | |
| 00272 | HAWKINS INC | | | | |
| 05/16/2023 | INVOICE | 6462281 | CHEMICALS | 4,101.20 | |
| | | | Total: | 4,101.20 | |
| | | | Net of 1 Invoices / 0 Checks | 4,101.20 | |
| 01424 | HEARTLAND NATURAL GAS LLC | | | | |
| 05/16/2023 | INVOICE | 119509 | NATURAL GAS | 12.95 | |
| 05/16/2023 | INVOICE | 119507 | NATURAL GAS | 21.83 | |
| 05/16/2023 | INVOICE | 119505 | NATURAL GAS | 92.68 | |
| 05/16/2023 | INVOICE | 119518 | NATURAL GAS | 168.57 | |
| 05/16/2023 | INVOICE | 119506 | NATURAL GAS | 65.48 | |
| 05/16/2023 | INVOICE | 119517 | NATURAL GAS | 949.29 | |
| 05/16/2023 | INVOICE | 119514 | NATURAL GAS | 0.67 | |
| 05/16/2023 | INVOICE | 119516 | NATURAL GAS | 10.41 | |
| 05/16/2023 | INVOICE | 119512 | NATURAL GAS | 479.85 | |
| 05/16/2023 | INVOICE | 119511 | NATURAL GAS | 19.14 | |
| 05/16/2023 | INVOICE | 119504 | NATURAL GAS | 770.31 | |
| 05/16/2023 | INVOICE | 119513 | NATURAL GAS | 264.60 | |
| 05/16/2023 | INVOICE | 119510 | NATURAL GAS | 48.02 | |
| 05/16/2023 | INVOICE | 119515 | NATURAL GAS | 0.34 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|------------------------------|-------------|--|-------------|-----------|
| | | | Total: | 2,904.14 | |
| | | | Net of 14 Invoices / 0 Checks | 2,904.14 | |
| 10975 | HEARTLAND OFFICE CLEANERS | | | | |
| 05/16/2023 | INVOICE | 20469 | MAY CLEANING | 500.00 | |
| | | | Total: | 500.00 | |
| | | | Net of 1 Invoices / 0 Checks | 500.00 | |
| 00403 | HOWERTER MD MARK S | | | | |
| 05/16/2023 | INVOICE | MONTHLY | EMERGENCY MEDICAL DIRECTOR | 616.00 | |
| | | | Total: | 616.00 | |
| | | | Net of 1 Invoices / 0 Checks | 616.00 | |
| 03192 | HY-VEE INC | | | | |
| 05/16/2023 | INVOICE | 5876482866 | GROCERIES | 41.93 | |
| 05/16/2023 | INVOICE | 5877086035 | GROCERIES | 124.74 | |
| 05/16/2023 | INVOICE | 5877114316 | COOKIES | 63.88 | |
| 05/16/2023 | INVOICE | 5876434067 | WATER | 7.96 | |
| 05/16/2023 | INVOICE | 5876775413 | GROCERIES, CAREGIVER SUPPORT GROUP MTG | 45.93 | |
| 05/16/2023 | INVOICE | 5877535499 | HYVEE | 25.66 | |
| | | | Total: | 310.10 | |
| | | | Net of 6 Invoices / 0 Checks | 310.10 | |
| 03194 | INGRAM LIBRARY SERVICES, INC | | | | |
| 05/16/2023 | INVOICE | 75736945 | RETURN | (198.59) | |
| 05/16/2023 | INVOICE | 75622035 | MATERIALS | 27.45 | |
| 05/16/2023 | INVOICE | 75637248 | MATERIALS | 251.82 | |
| 05/16/2023 | INVOICE | 75678962 | MATERIALS | 111.89 | |
| | | | Total: | 192.57 | |
| | | | Net of 4 Invoices / 0 Checks | 192.57 | |
| 10268 | IOWA PUMP WORKS, INC. | | | | |
| 05/16/2023 | INVOICE | INV020925 | REPLACEMENT E1 CORE | 3,197.00 | |
| | | | Total: | 3,197.00 | |
| | | | Net of 1 Invoices / 0 Checks | 3,197.00 | |
| 03199 | JACKSON SERVICES INC | | | | |
| 05/16/2023 | INVOICE | 5042138 | UNIFORM | 27.55 | |
| 05/16/2023 | INVOICE | 5042126 | UNIFORMS | 255.24 | |
| 05/16/2023 | INVOICE | 5041314 | MATS | 44.19 | |
| 05/16/2023 | INVOICE | 5039348 | UNIFORMS | 261.77 | |
| 05/16/2023 | INVOICE | 5039365 | UNIFORMS | 121.62 | |
| 05/16/2023 | INVOICE | 5037622 | MAT, BAR TOWELS, SHOP TOWELS | 23.21 | |
| 05/16/2023 | INVOICE | 5037621 | UNIFORMS | 100.85 | |
| 05/16/2023 | INVOICE | 5040244 | MAT | 25.47 | |
| 05/16/2023 | INVOICE | 5040243 | UNIFORMS | 82.61 | |
| 05/16/2023 | INVOICE | 5040242 | UNIFORM | 25.44 | |
| 05/16/2023 | INVOICE | 5035719 | UNIFORMS | 82.54 | |
| 05/16/2023 | INVOICE | 5035718 | UNIFORMS | 25.37 | |
| 05/16/2023 | INVOICE | 5039346 | MATS, ROLLER TOWELS, UNIFORMS | 157.19 | |
| 05/16/2023 | INVOICE | 5043875 | MATS, MOPS,POLISH TOWEL, WINDSHEILD WIPE, SI | 132.54 | |
| 05/16/2023 | INVOICE | 5043037 | UNIFORMS | 121.69 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|-------------------------------|------------------------------|-------------|---|-------------|-----------|
| 05/16/2023 | INVOICE | 5042137 | MAT | 3.04 | |
| 05/16/2023 | INVOICE | 5042136 | UNIFORMS | 100.92 | |
| 05/16/2023 | INVOICE | 5042135 | UNIFORMS | 124.21 | |
| Total: | | | | 1,715.45 | |
| Net of 18 Invoices / 0 Checks | | | | 1,715.45 | |
| 00523 | JOHN DEERE FINANCIAL | | | | |
| 05/16/2023 | INVOICE | 3725131 | OIL FILTER, ENGINE OIL FILTER, 2.5G HY-GARD | 237.25 | |
| Total: | | | | 237.25 | |
| Net of 1 Invoices / 0 Checks | | | | 237.25 | |
| 03202 | KELLY SUPPLY COMPANY | | | | |
| 05/16/2023 | INVOICE | S12284371-0 | PVC COMP COUP, PLASTIC PIPE, TEE | 85.00 | |
| 05/16/2023 | INVOICE | S12284322-0 | FARM TANK HOSE | 42.88 | |
| 05/16/2023 | INVOICE | R12510456-0 | RETURN - PVC FEM ADAPTER | (36.86) | |
| 05/16/2023 | INVOICE | S12284508-0 | FL ADAPTERS | 14.21 | |
| 05/16/2023 | INVOICE | S12283737-1 | PVC BALL VLV SOCKET, 60# PRESSURE GAUGE | 81.13 | |
| 05/16/2023 | INVOICE | S12284623-0 | GATES STEMS, STRAIGHT THRU NIPPLE | 13.47 | |
| 05/16/2023 | INVOICE | S12284717-0 | BUNA-N GASKET | 3.52 | |
| 05/16/2023 | INVOICE | R12510464-0 | RETURN - ADPT FL X MIP | (17.94) | |
| Total: | | | | 185.41 | |
| Net of 8 Invoices / 0 Checks | | | | 185.41 | |
| 03205 | KIRKHAM MICHAEL & ASSOCIATES | | | | |
| 05/16/2023 | INVOICE | 88270 | HANGAR FLOOR & APRON REHAB BLDING 1406 | 1,894.06 | |
| Total: | | | | 1,894.06 | |
| Net of 1 Invoices / 0 Checks | | | | 1,894.06 | |
| 03206 | KOCH EXCAVATING CO INC | | | | |
| 05/16/2023 | INVOICE | 2 FINAL | QUAIL RUN GOLF COURSE RESTORATION | 10,000.00 | |
| Total: | | | | 10,000.00 | |
| Net of 1 Invoices / 0 Checks | | | | 10,000.00 | |
| 02236 | LANGUAGE LINE SERVICES INC | | | | |
| 05/16/2023 | INVOICE | 10965517 | OVER THE PHONE INTERPRETATION | 110.59 | |
| 05/16/2023 | INVOICE | 10988505 | OVER THE PHONE INTERPRETATION | 97.69 | |
| 05/16/2023 | INVOICE | 10999172 | OVER THE PHONE INTERPRETATION | 48.14 | |
| Total: | | | | 256.42 | |
| Net of 3 Invoices / 0 Checks | | | | 256.42 | |
| 01183 | LARM (LEAGUE ASSOCIATION OF | | | | |
| 05/16/2023 | INVOICE | 106613 | WORKERS COMPENSATION AUDIT | 36,573.02 | |
| 05/16/2023 | INVOICE | 107561 | PROPERTY DAMAGE | 988.19 | |
| 05/16/2023 | INVOICE | 107589 | ENDORSEMENT #12 | (525.27) | |
| Total: | | | | 37,035.94 | |
| Net of 3 Invoices / 0 Checks | | | | 37,035.94 | |
| 02177 | LASKA PATTY | | | | |
| 05/16/2023 | INVOICE | 4282023 | MILEAGE, MOVIE RENTAL FOR SENIOR CENTER | 74.35 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-----------------------------------|---------------|--|-------------|-----------|
| | | | Total: | 74.35 | |
| | | | Net of 1 Invoices / 0 Checks | 74.35 | |
| 10378 05/16/2023 | LIGHT AND SIREN INVOICE | 16413 | LIGHTBAR | 1,870.00 | |
| | | | Total: | 1,870.00 | |
| | | | Net of 1 Invoices / 0 Checks | 1,870.00 | |
| 00822 05/16/2023 | LINCOLN WINWATER WORKS INVOICE | 08888703 | QUARTER BEND NO LEAD | 416.26 | |
| | | | Total: | 416.26 | |
| | | | Net of 1 Invoices / 0 Checks | 416.26 | |
| 10229 05/16/2023 | LINGO INVOICE | 1196471456 | E911 PHONE SERVICE 04/01/2023-04/30/2023 | 51.68 | |
| | | | Total: | 51.68 | |
| | | | Net of 1 Invoices / 0 Checks | 51.68 | |
| 11002 05/16/2023 | LLOYD COLE INVOICE | 42623STREET | CDL PERMIT | 15.00 | |
| | | | Total: | 15.00 | |
| | | | Net of 1 Invoices / 0 Checks | 15.00 | |
| 00518 05/16/2023 | LOSEKE LAKE STOP LLC INVOICE | 8271 | SOD ROLLS | 18.45 | |
| | | | Total: | 18.45 | |
| | | | Net of 1 Invoices / 0 Checks | 18.45 | |
| 03214 05/16/2023 | LOUP POWER DISTRICT INVOICE | 400067 | REMOVE & RESET 2 STREET LIGHTS TO REPAIR WA' | 1,263.76 | |
| 05/16/2023 | INVOICE | 400099 MAY 23 | ELECTRICITY | 276.60 | |
| 05/16/2023 | INVOICE | 169003 MAY 23 | ELECTRICITY | 27.23 | |
| 05/16/2023 | INVOICE | 169004 MAY 23 | ELECTRICITY | 1,260.96 | |
| 05/16/2023 | INVOICE | 169005 MAY 23 | ELECTRICITY | 62.76 | |
| 05/16/2023 | INVOICE | 169008 MAY 23 | ELECTRICITY | 27.64 | |
| 05/16/2023 | INVOICE | 169009 MAY 23 | ELECTRICITY | 27.23 | |
| 05/16/2023 | INVOICE | 169016 MAY 23 | ELECTRICITY | 243.51 | |
| 05/16/2023 | INVOICE | 169017 MAY 23 | ELECTRICITY | 25.00 | |
| 05/16/2023 | INVOICE | 169018 MAY 23 | ELECTRICITY | 10.13 | |
| 05/16/2023 | INVOICE | 169019 MAY 23 | ELECTRICITY | 57.62 | |
| 05/16/2023 | INVOICE | 169020 MAY 23 | ELECTRICITY | 12.91 | |
| 05/16/2023 | INVOICE | 169022 MAY 23 | ELECTRICITY | 25.51 | |
| 05/16/2023 | INVOICE | 169023 MAY 23 | ELECTRICITY | 218.91 | |
| 05/16/2023 | INVOICE | 169024 MAY 23 | ELECTRICITY | 53.26 | |
| 05/16/2023 | INVOICE | 169026 MAY 23 | ELECTRICITY | 89.96 | |
| 05/16/2023 | INVOICE | 169027 MAY 23 | ELECTRICITY | 12.91 | |
| 05/16/2023 | INVOICE | 169028 MAY 23 | ELECTRICITY | 437.27 | |
| 05/16/2023 | INVOICE | 169029 MAY 23 | ELECTRICITY | 765.01 | |
| 05/16/2023 | INVOICE | 169030 MAY 23 | ELECTRICITY | 116.45 | |
| 05/16/2023 | INVOICE | 169031 MAY 23 | ELECTRICITY | 58.53 | |
| 05/16/2023 | INVOICE | 169033 MAY 23 | ELECTRICITY | 35.78 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------|---------------|-------------|-------------|-----------|
| 05/16/2023 | INVOICE | 169034 MAY 23 | ELECTRICITY | 26.02 | |
| 05/16/2023 | INVOICE | 169035 MAY 23 | ELECTRICITY | 25.41 | |
| 05/16/2023 | INVOICE | 169036 MAY 23 | ELECTRICITY | 160.44 | |
| 05/16/2023 | INVOICE | 169038 MAY 23 | ELECTRICITY | 3,981.71 | |
| 05/16/2023 | INVOICE | 169039 MAY 23 | ELECTRICITY | 34.54 | |
| 05/16/2023 | INVOICE | 169041 MAY 23 | ELECTRICITY | 32.21 | |
| 05/16/2023 | INVOICE | 169043 MAY 23 | ELECTRICITY | 39.01 | |
| 05/16/2023 | INVOICE | 169044 MAY 23 | ELECTRICITY | 37.59 | |
| 05/16/2023 | INVOICE | 169045 MAY 23 | ELECTRICITY | 37.79 | |
| 05/16/2023 | INVOICE | 169046 MAY 23 | ELECTRICITY | 36.00 | |
| 05/16/2023 | INVOICE | 169047 MAY 23 | ELECTRICITY | 25.41 | |
| 05/16/2023 | INVOICE | 169048 MAY 23 | ELECTRICITY | 79.00 | |
| 05/16/2023 | INVOICE | 169050 MAY 23 | ELECTRICITY | 195.34 | |
| 05/16/2023 | INVOICE | 169051 MAY 23 | ELECTRICITY | 25.41 | |
| 05/16/2023 | INVOICE | 169053 MAY 23 | ELECTRICITY | 43.29 | |
| 05/16/2023 | INVOICE | 169055 MAY 23 | ELECTRICITY | 25.51 | |
| 05/16/2023 | INVOICE | 169056 MAY 23 | ELECTRICITY | 39.41 | |
| 05/16/2023 | INVOICE | 169057 MAY 23 | ELECTRICITY | 25.41 | |
| 05/16/2023 | INVOICE | 169058 MAY 23 | ELECTRICITY | 39.01 | |
| 05/16/2023 | INVOICE | 169060 MAY 23 | ELECTRICITY | 28.05 | |
| 05/16/2023 | INVOICE | 169061 MAY 23 | ELECTRICITY | 31.90 | |
| 05/16/2023 | INVOICE | 169062 MAY 23 | ELECTRICITY | 159.50 | |
| 05/16/2023 | INVOICE | 169064 MAY 23 | ELECTRICITY | 31.50 | |
| 05/16/2023 | INVOICE | 169065 MAY 23 | ELECTRICITY | 538.72 | |
| 05/16/2023 | INVOICE | 169066 MAY 23 | ELECTRICITY | 43.27 | |
| 05/16/2023 | INVOICE | 169067 MAY 23 | ELECTRICITY | 886.29 | |
| 05/16/2023 | INVOICE | 169068 MAY 23 | ELECTRICITY | 1,225.44 | |
| 05/16/2023 | INVOICE | 169069 MAY 23 | ELECTRICITY | 106.34 | |
| 05/16/2023 | INVOICE | 169072 MAY 23 | ELECTRICITY | 250.00 | |
| 05/16/2023 | INVOICE | 169073 MAY 23 | ELECTRICITY | 37.48 | |
| 05/16/2023 | INVOICE | 169074 MAY 23 | ELECTRICITY | 30.48 | |
| 05/16/2023 | INVOICE | 169077 MAY 23 | ELECTRICITY | 25.61 | |
| 05/16/2023 | INVOICE | 169080 MAY 23 | ELECTRICITY | 117.40 | |
| 05/16/2023 | INVOICE | 169081 MAY 23 | ELECTRICITY | 35.76 | |
| 05/16/2023 | INVOICE | 169082 MAY 23 | ELECTRICITY | 108.37 | |
| 05/16/2023 | INVOICE | 169083 MAY 23 | ELECTRICITY | 1,236.63 | |
| 05/16/2023 | INVOICE | 169084 MAY 23 | ELECTRICITY | 1,873.68 | |
| 05/16/2023 | INVOICE | 169085 MAY 23 | ELECTRICITY | 1,521.43 | |
| 05/16/2023 | INVOICE | 169086 MAY 23 | ELECTRICITY | 884.37 | |
| 05/16/2023 | INVOICE | 169087 MAY 23 | ELECTRICITY | 85.95 | |
| 05/16/2023 | INVOICE | 169089 MAY 23 | ELECTRICITY | 33.12 | |
| 05/16/2023 | INVOICE | 169090 MAY 23 | ELECTRICITY | 35.35 | |
| 05/16/2023 | INVOICE | 169091 MAY 23 | ELECTRICITY | 136.28 | |
| 05/16/2023 | INVOICE | 169092 MAY 23 | ELECTRICITY | 74.98 | |
| 05/16/2023 | INVOICE | 169093 MAY 23 | ELECTRICITY | 63.01 | |
| 05/16/2023 | INVOICE | 169094 MAY 23 | ELECTRICITY | 49.44 | |
| 05/16/2023 | INVOICE | 169096 MAY 23 | ELECTRICITY | 462.91 | |
| 05/16/2023 | INVOICE | 169097 MAY 23 | ELECTRICITY | 29.16 | |
| 05/16/2023 | INVOICE | 169098 MAY 23 | ELECTRICITY | 35.13 | |
| 05/16/2023 | INVOICE | 169099 MAY 23 | ELECTRICITY | 25.30 | |
| 05/16/2023 | INVOICE | 169107 MAY 23 | ELECTRICITY | 79.09 | |
| 05/16/2023 | INVOICE | 169112 MAY 23 | ELECTRICITY | 107.11 | |
| 05/16/2023 | INVOICE | 169116 MAY 23 | ELECTRICITY | 65.78 | |
| 05/16/2023 | INVOICE | 169118 MAY 23 | ELECTRICITY | 39.21 | |
| 05/16/2023 | INVOICE | 169120 MAY 23 | ELECTRICITY | 2,456.80 | |
| 05/16/2023 | INVOICE | 169121 MAY 23 | ELECTRICITY | 4,070.00 | |
| 05/16/2023 | INVOICE | 169122 MAY 23 | ELECTRICITY | 2,211.12 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------|---------------|-------------|-------------|-----------|
| 05/16/2023 | INVOICE | 169123 MAY 23 | ELECTRICITY | 48.24 | |
| 05/16/2023 | INVOICE | 169124 MAY 23 | ELECTRICITY | 60.42 | |
| 05/16/2023 | INVOICE | 169125 MAY 23 | ELECTRICITY | 44.73 | |
| 05/16/2023 | INVOICE | 169126 MAY 23 | ELECTRICITY | 86.81 | |
| 05/16/2023 | INVOICE | 169127 MAY 23 | ELECTRICITY | 44.73 | |
| 05/16/2023 | INVOICE | 169130 MAY 23 | ELECTRICITY | 36.00 | |
| 05/16/2023 | INVOICE | 169131 MAY 23 | ELECTRICITY | 4.15 | |
| 05/16/2023 | INVOICE | 169132 MAY 23 | ELECTRICITY | 57.07 | |
| 05/16/2023 | INVOICE | 400001 MAY 23 | ELECTRICITY | 1,114.86 | |
| 05/16/2023 | INVOICE | 400002 MAY 23 | ELECTRICITY | 895.45 | |
| 05/16/2023 | INVOICE | 400003 MAY 23 | ELECTRICITY | 43.31 | |
| 05/16/2023 | INVOICE | 400004 MAY 23 | ELECTRICITY | 350.69 | |
| 05/16/2023 | INVOICE | 400005 MAY 23 | ELECTRICITY | 27.74 | |
| 05/16/2023 | INVOICE | 400006 MAY 23 | ELECTRICITY | 25.51 | |
| 05/16/2023 | INVOICE | 400008 MAY 23 | ELECTRICITY | 25.51 | |
| 05/16/2023 | INVOICE | 400009 MAY 23 | ELECTRICITY | 47.03 | |
| 05/16/2023 | INVOICE | 400010 MAY 23 | ELECTRICITY | 40.33 | |
| 05/16/2023 | INVOICE | 400011 MAY 23 | ELECTRICITY | 28.15 | |
| 05/16/2023 | INVOICE | 400012 MAY 23 | ELECTRICITY | 34.54 | |
| 05/16/2023 | INVOICE | 400013 MAY 23 | ELECTRICITY | 37.28 | |
| 05/16/2023 | INVOICE | 400015 MAY 23 | ELECTRICITY | 264.90 | |
| 05/16/2023 | INVOICE | 400016 MAY 23 | ELECTRICITY | 52.24 | |
| 05/16/2023 | INVOICE | 400017 MAY 23 | ELECTRICITY | 43.68 | |
| 05/16/2023 | INVOICE | 400018 MAY 23 | ELECTRICITY | 42.76 | |
| 05/16/2023 | INVOICE | 400019 MAY 23 | ELECTRICITY | 156.36 | |
| 05/16/2023 | INVOICE | 400020 MAY 23 | ELECTRICITY | 1,083.36 | |
| 05/16/2023 | INVOICE | 400023 MAY 23 | ELECTRICITY | 247.47 | |
| 05/16/2023 | INVOICE | 400024 MAY 23 | ELECTRICITY | 33.42 | |
| 05/16/2023 | INVOICE | 400025 MAY 23 | ELECTRICITY | 70.37 | |
| 05/16/2023 | INVOICE | 400026 MAY 23 | ELECTRICITY | 47.74 | |
| 05/16/2023 | INVOICE | 400028 MAY 23 | ELECTRICITY | 143.63 | |
| 05/16/2023 | INVOICE | 400029 MAY 23 | ELECTRICITY | 78.02 | |
| 05/16/2023 | INVOICE | 400030 MAY 23 | ELECTRICITY | 37.48 | |
| 05/16/2023 | INVOICE | 400031 MAY 23 | ELECTRICITY | 98.99 | |
| 05/16/2023 | INVOICE | 400032 MAY 23 | ELECTRICITY | 86.08 | |
| 05/16/2023 | INVOICE | 400033 MAY 23 | ELECTRICITY | 104.58 | |
| 05/16/2023 | INVOICE | 400034 MAY 23 | ELECTRICITY | 25.41 | |
| 05/16/2023 | INVOICE | 400036 MAY 23 | ELECTRICITY | 1,064.18 | |
| 05/16/2023 | INVOICE | 400037 MAY 23 | ELECTRICITY | 42.26 | |
| 05/16/2023 | INVOICE | 400039 MAY 23 | ELECTRICITY | 70.60 | |
| 05/16/2023 | INVOICE | 400040 MAY 23 | ELECTRICITY | 27,296.97 | |
| 05/16/2023 | INVOICE | 400041 MAY 23 | ELECTRICITY | 170.58 | |
| 05/16/2023 | INVOICE | 400042 MAY 23 | ELECTRICITY | 32.41 | |
| 05/16/2023 | INVOICE | 400044 MAY 23 | ELECTRICITY | 39.17 | |
| 05/16/2023 | INVOICE | 400046 MAY 23 | ELECTRICITY | 26.38 | |
| 05/16/2023 | INVOICE | 400047 MAY 23 | ELECTRICITY | 419.70 | |
| 05/16/2023 | INVOICE | 400048 MAY 23 | ELECTRICITY | 201.65 | |
| 05/16/2023 | INVOICE | 400049 MAY 23 | ELECTRICITY | 171.60 | |
| 05/16/2023 | INVOICE | 400051 MAY 23 | ELECTRICITY | 25.00 | |
| 05/16/2023 | INVOICE | 400052 MAY 23 | ELECTRICITY | 55.96 | |
| 05/16/2023 | INVOICE | 400055 MAY 23 | ELECTRICITY | 25.00 | |
| 05/16/2023 | INVOICE | 400057 MAY 23 | ELECTRICITY | 60.97 | |
| 05/16/2023 | INVOICE | 400059 MAY 23 | ELECTRICITY | 147.82 | |
| 05/16/2023 | INVOICE | 400060 MAY 23 | ELECTRICITY | 9,672.75 | |
| 05/16/2023 | INVOICE | 400061 MAY 23 | ELECTRICITY | 33.93 | |
| 05/16/2023 | INVOICE | 400062 MAY 23 | ELECTRICITY | 34.24 | |
| 05/16/2023 | INVOICE | 400063 MAY 23 | ELECTRICITY | 35.35 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------------|-------------------------|-----------------|--|-------------|-----------|
| 05/16/2023 | INVOICE | 400065 MAY 23 | ELECTRICITY | 2,784.69 | |
| 05/16/2023 | INVOICE | 400068 MAY 23 | ELECTRICITY | 61.95 | |
| 05/16/2023 | INVOICE | 400069 MAY 23 | ELECTRICITY | 36.57 | |
| 05/16/2023 | INVOICE | 400070 MAY 23 | ELECTRICITY | 1,217.98 | |
| 05/16/2023 | INVOICE | 400071 MAY 23 | ELECTRICITY | 34.54 | |
| 05/16/2023 | INVOICE | 400072 MAY 23 | ELECTRICITY | 33.93 | |
| 05/16/2023 | INVOICE | 400073 MAY 23 | ELECTRICITY | 34.44 | |
| 05/16/2023 | INVOICE | 400075 MAY 23 | ELECTRICITY | 37.69 | |
| 05/16/2023 | INVOICE | 400076 MAY 23 | ELECTRICITY | 31.80 | |
| 05/16/2023 | INVOICE | 400077 MAY 23 | ELECTRICITY | 28.35 | |
| 05/16/2023 | INVOICE | 400078 MAY 23 | ELECTRICITY | 25.00 | |
| 05/16/2023 | INVOICE | 400079 MAY 23 | ELECTRICITY | 197.98 | |
| 05/16/2023 | INVOICE | 400081 MAY 23 | ELECTRICITY | 78.33 | |
| 05/16/2023 | INVOICE | 400083 MAY 23 | ELECTRICITY | 48.24 | |
| 05/16/2023 | INVOICE | 400084 MAY 23 | ELECTRICITY | 68.54 | |
| 05/16/2023 | INVOICE | 400085 MAY 23 | ELECTRICITY | 30.48 | |
| 05/16/2023 | INVOICE | 400088 MAY 23 | ELECTRICITY | 33.82 | |
| 05/16/2023 | INVOICE | 400089 MAY 23 | ELECTRICITY | 226.82 | |
| 05/16/2023 | INVOICE | 400090 MAY 23 | ELECTRICITY | 60.87 | |
| 05/16/2023 | INVOICE | 400091 MAY 23 | ELECTRICITY | 159.84 | |
| 05/16/2023 | INVOICE | 400092 MAY 23 | ELECTRICITY | 28.45 | |
| 05/16/2023 | INVOICE | 400093 MAY 23 | ELECTRICITY | 37.59 | |
| 05/16/2023 | INVOICE | 400094 MAY 23 | ELECTRICITY | 131.77 | |
| 05/16/2023 | INVOICE | 400095 MAY 23 | ELECTRICITY | 112.69 | |
| 05/16/2023 | INVOICE | 400096 MAY 23 | ELECTRICITY | 994.56 | |
| 05/16/2023 | INVOICE | 400097 MAY 23 | ELECTRICITY | 462.41 | |
| 05/16/2023 | INVOICE | 400098 MAY 23 | ELECTRICITY | 98.50 | |
| Total: | | | | 81,642.80 | |
| Net of 163 Invoices / 0 Checks | | | | 81,642.80 | |
| 01806 | M & L INC | | | | |
| 05/16/2023 | INVOICE | 4.01.23-4.29.23 | YARD WASTE REMOVAL 4/01/2023 - 4/29/2023 | 984.15 | |
| Total: | | | | 984.15 | |
| Net of 1 Invoices / 0 Checks | | | | 984.15 | |
| 02806 | MACQUEEN EQUIPMENT | | | | |
| 05/16/2023 | INVOICE | P11019 | MOTOR-HYD, COLLAR, BRG-MAIN BROOM, WLDT-FLAI | 1,296.88 | |
| Total: | | | | 1,296.88 | |
| Net of 1 Invoices / 0 Checks | | | | 1,296.88 | |
| 03217 | MAILBOX | | | | |
| 05/16/2023 | INVOICE | 115770 | NEBRASKA PUBLIC HEALTH | 12.56 | |
| 05/16/2023 | INVOICE | 115892 | NEBRASKA PUBLIC HEALTH | 12.54 | |
| 05/16/2023 | INVOICE | 115714 | NEBRASKA PUBLIC HEALTH | 12.54 | |
| 05/16/2023 | INVOICE | 115808 | NEBRASKA PUBLIC HEALTH | 12.51 | |
| 05/16/2023 | INVOICE | 115840 | NEBRASKA LAW ENFORCEMENT TRAINING | 12.78 | |
| 05/16/2023 | INVOICE | 115853 | NEBRASKA PUBLIC HEALTH | 55.63 | |
| Total: | | | | 118.56 | |
| Net of 6 Invoices / 0 Checks | | | | 118.56 | |
| 10859 | MARKSMEIER JOE | | | | |
| 05/16/2023 | INVOICE | 1004407 | SCREEN PRINTING T-SHIRTS | 186.00 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|--------------------------|-------------|--|-------------|-----------|
| | | | Total: | 186.00 | |
| | | | Net of 1 Invoices / 0 Checks | 186.00 | |
| 03212 | MATHESON-LINWELD | | | | |
| 05/16/2023 | INVOICE | 0027647134 | MEDICAL OXYGEN | 287.34 | |
| 05/16/2023 | INVOICE | 52162493 | MEDICAL OXYGEN | 29.25 | |
| | | | Total: | 316.59 | |
| | | | Net of 2 Invoices / 0 Checks | 316.59 | |
| 11005 | MCMILL CPA PC | | | | |
| 05/16/2023 | INVOICE | 88503 | APPRAISAL SERVICES - 1783 10TH AVE | 2,800.00 | |
| | | | Total: | 2,800.00 | |
| | | | Net of 1 Invoices / 0 Checks | 2,800.00 | |
| 10692 | MEDLINE INDUSTRIES INC | | | | |
| 05/16/2023 | INVOICE | 2263966715 | IV START KIT, SHARPS CONTAINER, KELLY FORCE: | 398.79 | |
| | | | Total: | 398.79 | |
| | | | Net of 1 Invoices / 0 Checks | 398.79 | |
| 03220 | MENARDS | | | | |
| 05/16/2023 | INVOICE | 84523 | PIPE, FLUSH BUSHING | 48.47 | |
| 05/16/2023 | INVOICE | 84916 | PVC ELBOW, REPAIR COUPLING | 2.92 | |
| 05/16/2023 | INVOICE | 84947 | PVC TEE, ELBOW, SPRING CLAMP SET, PVC PIPE, | 151.24 | |
| 05/16/2023 | INVOICE | 84655 | WIRE LEVER NUT | 45.97 | |
| 05/16/2023 | INVOICE | 82557 | TRIM LINE, POLY COATED GLOVES | 26.31 | |
| 05/16/2023 | INVOICE | 84632 | KNOB, WINDSHIELD WASH | 7.67 | |
| 05/16/2023 | INVOICE | 84480 | SILICONE, ADHESIVE, PVC ENCLOSURE | 37.21 | |
| 05/16/2023 | INVOICE | 84467 | FLEX-FABRIC, F/TIP, 2.5 GAL DEF | 42.11 | |
| 05/16/2023 | INVOICE | 77818 | CHECK WAS STOLEN-REISSUING PAYMENT | 337.85 | |
| 05/16/2023 | INVOICE | 85136 | SPRING WATER | 6.96 | |
| 05/16/2023 | INVOICE | 85036 | QUART & GALLON FREEZER BAGS, 96"X30" STEEL I | 95.85 | |
| 05/16/2023 | INVOICE | 85023 | HANGING BRACKET, UTILITY HANGER, TWO PRONG I | 99.89 | |
| 05/16/2023 | INVOICE | 85005 | STAR DRIVE, DRILL PT, FENDER WASHER, FUNNEL | 109.73 | |
| 05/16/2023 | INVOICE | 84995 | BRAND POLY | 11.97 | |
| 05/16/2023 | INVOICE | 84811 | 2 FOLDING WAGONS, 2-20" FLOOR FANS-ARPA FUNI | 259.96 | |
| 05/16/2023 | INVOICE | 85068 | TRELLIS NET, FURNANCE FILTER, 1/2" CPVC COU: | 41.51 | |
| 05/16/2023 | INVOICE | 85080 | CABLE STAPLE, TOGGLE, HANDYBOX, SWITCHPLATE | 17.58 | |
| 05/16/2023 | INVOICE | 85069 | SPRAY BOTTLE, SCRUB SPONGE, SOS PADS, SIMPLI | 55.84 | |
| 05/16/2023 | INVOICE | 85066 | LL TOUGH TASK REMOVER | 21.45 | |
| 05/16/2023 | INVOICE | 85072 | BOUNTY, CHARMIN | 108.67 | |
| | | | Total: | 1,529.16 | |
| | | | Net of 20 Invoices / 0 Checks | 1,529.16 | |
| 03224 | MIDWEST LABORATORIES INC | | | | |
| 05/16/2023 | INVOICE | 1132518 | TESTING & SUPPLIES | 139.25 | |
| | | | Total: | 139.25 | |
| | | | Net of 1 Invoices / 0 Checks | 139.25 | |
| 00487 | MIDWEST TAPE LLC | | | | |
| 05/16/2023 | INVOICE | 503747443 | MATERIALS | 43.48 | |
| 05/16/2023 | INVOICE | 503713473 | DVD'S | 80.96 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|--|---------------|--|-------------|-----------|
| | | | Total: | 124.44 | |
| | | | Net of 2 Invoices / 0 Checks | 124.44 | |
| 03227 05/16/2023 | MIDWEST TURF & IRRIGATION INVOICE | 3908376-00 | COUPLING | 341.83 | |
| | | | Total: | 341.83 | |
| | | | Net of 1 Invoices / 0 Checks | 341.83 | |
| 00463 05/16/2023 | MIKE'S TOWING INVOICE | 39584 | TOWING | 150.00 | |
| 05/16/2023 | INVOICE | 39586 | TOWING | 150.00 | |
| 05/16/2023 | INVOICE | 39587 | TOWING | 150.00 | |
| 05/16/2023 | INVOICE | 39668 | TOWING | 150.00 | |
| 05/16/2023 | INVOICE | 39673 | TOWING | 150.00 | |
| 05/16/2023 | INVOICE | 23-0420-409 | TOWING | 150.00 | |
| 05/16/2023 | INVOICE | 39677 | TOWING | 150.00 | |
| | | | Total: | 1,050.00 | |
| | | | Net of 7 Invoices / 0 Checks | 1,050.00 | |
| 03230 05/16/2023 | MOTION INDUSTRIES INC INVOICE | NE07-00486928 | NITRILE DISPOSABLE GLOVES | 84.60 | |
| 05/16/2023 | INVOICE | NE07-00486798 | HYD HOSE, HYD HOSE ENDS | 422.26 | |
| 05/16/2023 | INVOICE | NE07-00487079 | OTHER ROLL BEARING MTD UNITS | 820.40 | |
| | | | Total: | 1,327.26 | |
| | | | Net of 3 Invoices / 0 Checks | 1,327.26 | |
| 02850 05/16/2023 | MOTION PICTURE LICENSING CORP INVOICE | 504419100 | MPLC UMBRELLA LICENSE 6/01/23 TO 5/31/24 | 310.20 | |
| | | | Total: | 310.20 | |
| | | | Net of 1 Invoices / 0 Checks | 310.20 | |
| 10225 05/16/2023 | NAPA AUTO PARTS OF COLUMBUS INVOICE | 731862 | 5 GAL HYD FLUID | 154.99 | |
| 05/16/2023 | INVOICE | 732036 | BATTERY | 137.82 | |
| | | | Total: | 292.81 | |
| | | | Net of 2 Invoices / 0 Checks | 292.81 | |
| 00140 05/16/2023 | NEBRASKA GOLF & TURF INC INVOICE | 02-141368 | 51 - 8 VOLT BATTERY | 9,180.00 | |
| 05/16/2023 | INVOICE | 02-141369 | 51 - 8 VOLT BATTERIES | 9,180.00 | |
| | | | Total: | 18,360.00 | |
| | | | Net of 2 Invoices / 0 Checks | 18,360.00 | |
| 03233 05/16/2023 | NEBRASKA LAW ENFORCEMENT INVOICE | 12080 | TABE TEST FEE - FRENCH | 20.05 | |
| | | | Total: | 20.05 | |
| | | | Net of 1 Invoices / 0 Checks | 20.05 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|--|----------------|--|-------------|-----------|
| 00131 05/16/2023 | NEBRASKA NOTARY ASSOCIATION INVOICE | 4252023 | NOTARY RENEWAL - LYNN SVOBODA | 100.00 | |
| | | | Total: | 100.00 | |
| | | | Net of 1 Invoices / 0 Checks | 100.00 | |
| 02855 05/16/2023 | NEBRASKA SURVEY REPOSITORY INVOICE | 4272023 | FILING FEE 15TH ST FROM 27TH AVE TO 22ND AVI | 5.00 | |
| | | | Total: | 5.00 | |
| | | | Net of 1 Invoices / 0 Checks | 5.00 | |
| 03244 05/16/2023 | NORTHEAST NEBRASKA AREA INVOICE | FY2024 | FY2024 MATCHING FUNDS | 12,026.00 | |
| | | | Total: | 12,026.00 | |
| | | | Net of 1 Invoices / 0 Checks | 12,026.00 | |
| 03246 05/16/2023 | NORTHEAST NEBRASKA ECONOMIC INVOICE | 24528 | CDBG DHA REUSE MARCH 2023 ADMIN SERVICES | 75.00 | |
| 05/16/2023 | INVOICE | 24537 | CDBG REHAB REUSE MARCH 2023 ADMIN SERVICES | 18.75 | |
| 05/16/2023 | INVOICE | 24543 | DHA TRUST REUSE MARCH 2023 ADMIN SEVICES | 112.50 | |
| | | | Total: | 206.25 | |
| | | | Net of 3 Invoices / 0 Checks | 206.25 | |
| 03245 05/16/2023 | NORTHEAST NEBRASKA SOLID INVOICE | 043023TRANSFER | LANDFILL CHARGES | 57,736.67 | |
| | | | Total: | 57,736.67 | |
| | | | Net of 1 Invoices / 0 Checks | 57,736.67 | |
| 00350 05/16/2023 | NOSWETT FENCING INC INVOICE | 14285 | REPAIR GATE @ IMPOUND YARD | 125.00 | |
| | | | Total: | 125.00 | |
| | | | Net of 1 Invoices / 0 Checks | 125.00 | |
| 03249 05/16/2023 | OCCUPATIONAL HEALTH SERV INVOICE | 1551 | COLLECTION & TESTING | 2,589.00 | |
| | | | Total: | 2,589.00 | |
| | | | Net of 1 Invoices / 0 Checks | 2,589.00 | |
| 02852 05/16/2023 | OLSON'S PEST TECHNICIANS INVOICE | 293119 | PEST CONTROL | 50.00 | |
| 05/16/2023 | INVOICE | 293120 | PEST CONTROL | 50.00 | |
| 05/16/2023 | INVOICE | 293121 | PEST CONTROL | 85.00 | |
| 05/16/2023 | INVOICE | 293122 | PEST CONTROL | 55.00 | |
| 05/16/2023 | INVOICE | 293123 | PEST CONTROL | 50.00 | |
| 05/16/2023 | INVOICE | 294964 | PEST CONTROL | 75.00 | |
| 05/16/2023 | INVOICE | 294962 | PEST CONTROL | 57.50 | |
| 05/16/2023 | INVOICE | 294963 | PEST CONTROL | 70.00 | |
| | | | Total: | 492.50 | |
| | | | Net of 8 Invoices / 0 Checks | 492.50 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|---|--|---|--|---|-----------|
| 01451 05/16/2023 | ONE CALL CONCEPTS INC INVOICE | 3040123 | LOCATES FEES | 505.40 | |
| | | | Total: | 505.40 | |
| | | | Net of 1 Invoices / 0 Checks | 505.40 | |
| 01307 05/16/2023 05/16/2023 | ONE SOURCE INVOICE INVOICE | 2022123616 2022123615 | BACKGROUND CHECK BACK GROUND CHECKS | 260.00 1,355.00 | |
| | | | Total: | 1,615.00 | |
| | | | Net of 2 Invoices / 0 Checks | 1,615.00 | |
| 00176 05/16/2023 05/16/2023 05/16/2023 05/16/2023 05/16/2023 05/16/2023 05/16/2023 | O'REILLY AUTOMOTIVE INC INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE | 0681-218076 0681-220163 0681-220145 0681-220981 0681-220031 0681-220542 0681-219817 | WIPER BLADE BUTT SPLICE CONNECTOR, BUTT SPLICE, CONNECTOR, MTG BRACI 14OZ BRAKE CLEAN STABILIZER WIPER BLADES LONG FLEX MAG, MAG PICK UP | 28.89 15.98 107.96 8.38 14.99 59.96 23.98 | |
| | | | Total: | 260.14 | |
| | | | Net of 7 Invoices / 0 Checks | 260.14 | |
| 10411 05/16/2023 | PAPER TIGER SHREDDING INVOICE | 179778 | 64 GALLON CONTAINER, PURGE SERVICE | 103.80 | |
| | | | Total: | 103.80 | |
| | | | Net of 1 Invoices / 0 Checks | 103.80 | |
| 00345 05/16/2023 | PETE LIEN & SONS INC. INVOICE | CD99047568 | QUICKLIME FINES | 6,678.68 | |
| | | | Total: | 6,678.68 | |
| | | | Net of 1 Invoices / 0 Checks | 6,678.68 | |
| 03258 05/16/2023 05/16/2023 05/16/2023 | PETTY CASH INVOICE INVOICE INVOICE | 0419 5052023POLICE 5092023 | SUPER SAVER - BAG OF ICE, DONUTS FOR MEETIN PETTY CASH 2023 START UP CASH FOR PAWNEE PLUNGE | 15.47 31.95 2,600.00 | |
| | | | Total: | 2,647.42 | |
| | | | Net of 3 Invoices / 0 Checks | 2,647.42 | |
| 10405 05/16/2023 | PGA OF AMERICA INVOICE | 10217716 | DUES | 587.00 | |
| | | | Total: | 587.00 | |
| | | | Net of 1 Invoices / 0 Checks | 587.00 | |
| 10413 05/16/2023 | PICTOMETRY INTERNATIONAL CORP. INVOICE | US437519 | REVEAL ESSENTIALS PLUS, PICTOMETRY CONNECT | 18,150.00 | |
| | | | Total: | 18,150.00 | |
| | | | Net of 1 Invoices / 0 Checks | 18,150.00 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|--|-------------|--|-------------|-----------|
| 00155 05/16/2023 | PLATTE COUNTY INVOICE | MONTHLY | COUNTY ATTORNEY SERVICES-MAY | 3,408.00 | |
| | | | Total: | 3,408.00 | |
| | | | Net of 1 Invoices / 0 Checks | 3,408.00 | |
| 00460 05/16/2023 | PLATTE COUNTY HIGHWAY DEPT INVOICE | 185 | PERCENTAGE OF BILL FOR HIRSCHBURNERS 30/34 (| 2,812.50 | |
| | | | Total: | 2,812.50 | |
| | | | Net of 1 Invoices / 0 Checks | 2,812.50 | |
| 10241 05/16/2023 | POMP'S TIRE SERVICE INC. INVOICE | 1440017077 | REPLACE LRI ON TRAILER | 153.00 | |
| | | | Total: | 153.00 | |
| | | | Net of 1 Invoices / 0 Checks | 153.00 | |
| 10445 05/16/2023 | PORT-A-JOHNS INVOICE | 23-1401 | RESTROOM RENTAL - VANBURG, CEMETERY, QUAIL 1 | 375.00 | |
| | | | Total: | 375.00 | |
| | | | Net of 1 Invoices / 0 Checks | 375.00 | |
| 01717 05/16/2023 | PRECISION WOOD PRODUCTS INVOICE | 449 | 2 - 20" | 63.00 | |
| | | | Total: | 63.00 | |
| | | | Net of 1 Invoices / 0 Checks | 63.00 | |
| 10913 05/16/2023 | PREMIER PROPERTY MANAGEMENT LLC INVOICE | 5012023 | MONTHLY LEASE PAYMENT-COLUMBUS FAMILY RESOU | 10,609.99 | |
| | | | Total: | 10,609.99 | |
| | | | Net of 1 Invoices / 0 Checks | 10,609.99 | |
| 00524 05/16/2023 | PRICE CHOPPER WRISTBANDS INVOICE | 260265 | WRISTBANDS | 1,672.97 | |
| | | | Total: | 1,672.97 | |
| | | | Net of 1 Invoices / 0 Checks | 1,672.97 | |
| 10361 05/16/2023 | QUADIENT FINANCE USA, INC. INVOICE | 4262023 | POSTAGE | 1,000.00 | |
| | | | Total: | 1,000.00 | |
| | | | Net of 1 Invoices / 0 Checks | 1,000.00 | |
| 03264 05/16/2023 | REARDON LAWN & GARDEN INC INVOICE | 3557 | CLUTCH, NEEDLE, RIM SPROCKET | 62.98 | |
| | | | Total: | 62.98 | |
| | | | Net of 1 Invoices / 0 Checks | 62.98 | |
| 00161 05/16/2023 | REMBOLT LUDTKE LLP INVOICE | 168 | LABOR & EMPLOYMENT ISSUES | 1,555.00 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|--|-------------|--|-------------|-----------|
| | | | Total: | 1,555.00 | |
| | | | Net of 1 Invoices / 0 Checks | 1,555.00 | |
| 10984 05/16/2023 | RFCC INVOICE | 5042023 | CONSULTING FEE | 250.00 | |
| | | | Total: | 250.00 | |
| | | | Net of 1 Invoices / 0 Checks | 250.00 | |
| 11007 05/16/2023 | ROSENBERG JEFF INVOICE | 5052023 | SATURDAY CONCERT SERIES: DEJA VU | 1,000.00 | |
| | | | Total: | 1,000.00 | |
| | | | Net of 1 Invoices / 0 Checks | 1,000.00 | |
| MISC 05/16/2023 | ROSENTHAL EDWARD INVOICE | 05/09/2023 | UB refund for account: 100-12770-03 | 73.25 | |
| | | | Total: | 73.25 | |
| | | | Net of 1 Invoices / 0 Checks | 73.25 | |
| 01476 05/16/2023 | RUTJENS CONSTRUCTION INVOICE | 3 | LOST CREEK PARKWAY SEWER | 732,564.00 | |
| | | | Total: | 732,564.00 | |
| | | | Net of 1 Invoices / 0 Checks | 732,564.00 | |
| 10643 05/16/2023 | RUTT'S HEATING & A/C INC INVOICE | 10418 | A/C REPAIR | 1,109.99 | |
| 05/16/2023 | INVOICE | 10464 | CHECKED UNITS | 378.76 | |
| | | | Total: | 1,488.75 | |
| | | | Net of 2 Invoices / 0 Checks | 1,488.75 | |
| 01596 05/16/2023 | RVW INC INVOICE | 10903 | T23502 NECOL-COMMUNITY BLDING FIBER COORDIN: | 456.50 | |
| | | | Total: | 456.50 | |
| | | | Net of 1 Invoices / 0 Checks | 456.50 | |
| 10793 05/16/2023 | SAND CREEK CONSTRUCTION COMPANY INVOICE | 102 | GERRARD PARK TENNIS & PICKLEBALL COURT | 5,200.00 | |
| | | | Total: | 5,200.00 | |
| | | | Net of 1 Invoices / 0 Checks | 5,200.00 | |
| 03270 05/16/2023 | SAPP BROS COLUMBUS INC INVOICE | IN4139386 | FUEL | 7,327.02 | |
| 05/16/2023 | INVOICE | IN4125069 | DIESEL EXHAUST FLUID | 843.15 | |
| 05/16/2023 | INVOICE | IN4137342 | FUEL | 1,597.48 | |
| 05/16/2023 | INVOICE | IN4137315 | FUEL | 8,358.00 | |
| 05/16/2023 | INVOICE | IN4139985 | FUEL | 8,811.00 | |
| 05/16/2023 | INVOICE | IN4144429 | DEF PRIME GUARD ULTRAPURE | 132.50 | |
| | | | Total: | 27,069.15 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|--------------------------------|-----------------|--|-------------|-----------|
| | | | Net of 6 Invoices / 0 Checks | 27,069.15 | |
| 01481 | SEADSCHLAG CHARLES | | | | |
| 05/16/2023 | INVOICE | 071-101 | REIMBURSEMENT COSTS MEADOW RIDGE 9TH ADDITI | 34,878.64 | |
| 05/16/2023 | INVOICE | 071-104 | REIMBURSEMENT MEADOW RIDGE 10TH ADDITION | 61,994.00 | |
| | | | Total: | 96,872.64 | |
| | | | Net of 2 Invoices / 0 Checks | 96,872.64 | |
| 03275 | SECURITY EQUIPMENT INC | | | | |
| 05/16/2023 | INVOICE | 785150 | INSTALLATION OF INTRUSION/ACCESS/CAMERA SYS' | 82,408.20 | |
| | | | Total: | 82,408.20 | |
| | | | Net of 1 Invoices / 0 Checks | 82,408.20 | |
| 10726 | SEILER INSTRUMENT & MFG CO INC | | | | |
| 05/16/2023 | INVOICE | INV5162 | PIX4DREACT PERPETUAL LICENSE | 490.00 | |
| | | | Total: | 490.00 | |
| | | | Net of 1 Invoices / 0 Checks | 490.00 | |
| 00465 | SERVICEMASTER BY SHEVLIN | | | | |
| 05/16/2023 | INVOICE | 10042 | JANITORIAL SERVICES | 2,413.00 | |
| 05/16/2023 | INVOICE | 10035 | JANITORIAL SERVICES | 2,075.00 | |
| 05/16/2023 | INVOICE | 10038 | JANITORIAL SERVICES | 2,095.00 | |
| | | | Total: | 6,583.00 | |
| | | | Net of 3 Invoices / 0 Checks | 6,583.00 | |
| 01090 | SHEVLIN SUPPLY | | | | |
| 05/16/2023 | INVOICE | 6651 | TOILET TISSUE | 366.20 | |
| | | | Total: | 366.20 | |
| | | | Net of 1 Invoices / 0 Checks | 366.20 | |
| 03277 | SIPPLE, HANSEN, EMERSON, | | | | |
| 05/16/2023 | INVOICE | 1-00M APR 23 | LEGAL SERVICES | 4,221.45 | |
| | | | Total: | 4,221.45 | |
| | | | Net of 1 Invoices / 0 Checks | 4,221.45 | |
| 10595 | STANARD & ASSOCIATES INC. | | | | |
| 05/16/2023 | INVOICE | SA000053850 | LAW ENFORCEMENT OFFICER SELECTION TEST | 161.50 | |
| | | | Total: | 161.50 | |
| | | | Net of 1 Invoices / 0 Checks | 161.50 | |
| 03280 | STATE OF NEBR DEPT OF REVENUE | | | | |
| 05/16/2023 | INVOICE | 04302023POOL | APRIL 2023 POOL SALES TAX | 456.16 | |
| 05/16/2023 | INVOICE | 04302023UTILITY | APRIL 2023 UTILITY SALES TAX | 46,682.14 | |
| 05/16/2023 | INVOICE | 04302023GOLF | APRIL 2023 GOLF SALES TAX | 9,680.21 | |
| | | | Total: | 56,818.51 | |
| | | | Net of 3 Invoices / 0 Checks | 56,818.51 | |
| 02126 | SUNSET LAW ENFORCEMENT | | | | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|--------------------------------|-----------------|--|-------------|-----------|
| 05/16/2023 | INVOICE | 0008300-IN | HORN 223 REM 55 GR FMJ | 2,888.40 | |
| 05/16/2023 | INVOICE | 0008301-IN | HORN 9MM LUGER | 2,548.80 | |
| | | | Total: | 5,437.20 | |
| | | | Net of 2 Invoices / 0 Checks | 5,437.20 | |
| 00105 | SUPER SAVER | | | | |
| 05/16/2023 | INVOICE | 121624 | GROCERIES | 99.15 | |
| 05/16/2023 | INVOICE | 121823 | SMALL BAG ICE | 1.55 | |
| 05/16/2023 | INVOICE | 121814 | GROCERIES | 217.32 | |
| | | | Total: | 318.02 | |
| | | | Net of 3 Invoices / 0 Checks | 318.02 | |
| 02026 | SURPLUS PROPERTY | | | | |
| 05/16/2023 | INVOICE | 31477 | SHOP COMPRESSOR | 200.00 | |
| 05/16/2023 | INVOICE | 31476 | HYSTER FORKLIFT | 5,500.00 | |
| | | | Total: | 5,700.00 | |
| | | | Net of 2 Invoices / 0 Checks | 5,700.00 | |
| 00110 | SYSCO LINCOLN | | | | |
| 05/16/2023 | INVOICE | 461915378 | LID OFF OPENER FOR PLASTIC CONTAINERS | 12.99 | |
| 05/16/2023 | INVOICE | 461964893 | GROCERIES | 1,341.49 | |
| 05/16/2023 | INVOICE | 461956447 | CREDIT | (39.95) | |
| 05/16/2023 | INVOICE | 461925256 | GROCERIES, CUPS, TOWELS, POLY APRON | 2,293.98 | |
| 05/16/2023 | INVOICE | 461912936 | GROCERIES, BLACK APRONS | 1,562.33 | |
| 05/16/2023 | INVOICE | 461952830 | GROCERIES, GLOVES, NAPKINS,4OZ CUPS, FIOL, I | 1,438.49 | |
| 05/16/2023 | INVOICE | 46193650 | GROCERY, CAN LINERS, LIDS, NAPKINS, MOP HAN | 2,235.53 | |
| 05/16/2023 | INVOICE | 461956724 | GROCERIES | 656.34 | |
| | | | Total: | 9,501.20 | |
| | | | Net of 8 Invoices / 0 Checks | 9,501.20 | |
| 02743 | TELECOMMUNICATION SYSTEMS INC. | | | | |
| 05/16/2023 | INVOICE | 04INV-000043038 | MONTHLY CIRCUIT FEE | 1,554.00 | |
| | | | Total: | 1,554.00 | |
| | | | Net of 1 Invoices / 0 Checks | 1,554.00 | |
| 03128 | TIRE OUTLET INC | | | | |
| 05/16/2023 | INVOICE | 223520 | 4 TIRES - 2019 DODGE CARAVAN | 564.00 | |
| 05/16/2023 | INVOICE | 223421 | REPAIR | 15.00 | |
| | | | Total: | 579.00 | |
| | | | Net of 2 Invoices / 0 Checks | 579.00 | |
| 10589 | TK ELEVATOR CORPORATION | | | | |
| 05/16/2023 | INVOICE | 1000516648 | MAINTENANCE CONTRACT | 228.75 | |
| | | | Total: | 228.75 | |
| | | | Net of 1 Invoices / 0 Checks | 228.75 | |
| 10588 | TOO FAST SUPPLY | | | | |
| 05/16/2023 | INVOICE | 389002 | S&D DRILL | 35.23 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------------|----------------|--|-------------|-----------|
| | | | Total: | 35.23 | |
| | | | Net of 1 Invoices / 0 Checks | 35.23 | |
| 03283 | TRACTOR SUPPLY CREDIT PLAN | | | | |
| 05/16/2023 | INVOICE | 587578 | ROD 1/8 NORMACAST ELECTRODE, STICK | 73.97 | |
| 05/16/2023 | INVOICE | 589170 | LITHIUM GREASE | 39.90 | |
| 05/16/2023 | INVOICE | 589334 | LED POD LIGHTS | 129.98 | |
| | | | Total: | 243.85 | |
| | | | Net of 3 Invoices / 0 Checks | 243.85 | |
| 00550 | TRUCK CENTER COMPANIES | | | | |
| 05/16/2023 | INVOICE | RA111004052:01 | MEDIC #13-OIL, FUEL & AIR FILTER, TRANSMISS: | 850.81 | |
| 05/16/2023 | INVOICE | RA111004041:01 | MEDIC #2 - DRAINED OIL, AIR & FUEL FILER | 490.21 | |
| | | | Total: | 1,341.02 | |
| | | | Net of 2 Invoices / 0 Checks | 1,341.02 | |
| 01413 | TWIN RIVERS VETERINARY CLINIC | | | | |
| 05/16/2023 | INVOICE | 173801 | 173921 VETERINARY SERVICES | 338.00 | |
| | | | Total: | 338.00 | |
| | | | Net of 1 Invoices / 0 Checks | 338.00 | |
| 00100 | U & I SANITATION | | | | |
| 05/16/2023 | INVOICE | 8853-285 | APRIL SERVICE | 119.50 | |
| 05/16/2023 | INVOICE | 8853-393 | APRIL SERVICE | 85.00 | |
| | | | Total: | 204.50 | |
| | | | Net of 2 Invoices / 0 Checks | 204.50 | |
| 03294 | USA BLUE BOOK | | | | |
| 05/16/2023 | INVOICE | 328656 | STENNER PUMP TUBES, TUBING 7/16' NORPRENE | 730.60 | |
| 05/16/2023 | INVOICE | 345821 | MCCROMETER 6' ULTRA MAG REMOTE TRANS | 4,508.49 | |
| | | | Total: | 5,239.09 | |
| | | | Net of 2 Invoices / 0 Checks | 5,239.09 | |
| 10948 | VAN DYKE CARROLL | | | | |
| 05/16/2023 | INVOICE | 5012023 | OPEN/CLOSE CEMETERY GATES | 146.50 | |
| | | | Total: | 146.50 | |
| | | | Net of 1 Invoices / 0 Checks | 146.50 | |
| 02560 | VASICEK TARA L | | | | |
| 05/16/2023 | INVOICE | 51023 | MILEAGE | 100.87 | |
| | | | Total: | 100.87 | |
| | | | Net of 1 Invoices / 0 Checks | 100.87 | |
| 10961 | VERIZON | | | | |
| 05/16/2023 | INVOICE | 304000045593 | GPS UNITS | 28.40 | |
| 05/16/2023 | INVOICE | 630000040508 | GPS UNITS | 28.40 | |
| | | | Total: | 56.80 | |
| | | | Net of 2 Invoices / 0 Checks | 56.80 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------------|-------------|---|--------------|-----------|
| 11003 | VERIZON WIRELESS | | | | |
| 05/16/2023 | INVOICE | 4.28.2023 | REFUND REMAINING ESCROW FUNDS | 4,445.35 | |
| 05/16/2023 | INVOICE | 9933488469 | CELL PHONE MAR 27 - APR 26 | 1,226.74 | |
| 05/16/2023 | INVOICE | 9933538929 | CELL PHONE MAR 27 - APR 26 | 2,516.49 | |
| 05/16/2023 | INVOICE | 9934172082 | CELL PHONE APR 06 - MAY 05 | 840.21 | |
| | | | Total: | 9,028.79 | |
| | | | Net of 4 Invoices / 0 Checks | 9,028.79 | |
| 03154 | WASTE CONNECTIONS OF NEBRASKA | | | | |
| 05/16/2023 | INVOICE | 6604112T054 | GARBAGE SERVICE - APRIL | 250.96 | |
| | | | Total: | 250.96 | |
| | | | Net of 1 Invoices / 0 Checks | 250.96 | |
| 03301 | WATER ENVIRONMENT FEDERATION | | | | |
| 05/16/2023 | INVOICE | 01816555 | MEMBERSHIP DUES - MARTIN EATON | 85.00 | |
| | | | Total: | 85.00 | |
| | | | Net of 1 Invoices / 0 Checks | 85.00 | |
| 02708 | WELLNESS PARTNERS LLC | | | | |
| 05/16/2023 | INVOICE | 4790 | MONTHLY NEWSLETTER | 10.00 | |
| | | | Total: | 10.00 | |
| | | | Net of 1 Invoices / 0 Checks | 10.00 | |
| 00385 | WEST POINT IMPLEMENT OF | | | | |
| 05/16/2023 | INVOICE | I508692 | FUEL HOSE | 169.49 | |
| | | | Total: | 169.49 | |
| | | | Net of 1 Invoices / 0 Checks | 169.49 | |
| 01251 | WIZE BUYS ABBEY CARPET | | | | |
| 05/16/2023 | INVOICE | 14770 | CARPET FOR NEW CRAFT ROOM-ARPA FUNDS | 1,326.00 | |
| | | | Total: | 1,326.00 | |
| | | | Net of 1 Invoices / 0 Checks | 1,326.00 | |
| 00208 | ZOLL MEDICAL CORPORATION | | | | |
| 05/16/2023 | INVOICE | 3724702 | FRONT ENCLOSURE, MONITOR BOARD, REWORK REAR | 6,563.00 | |
| | | | Total: | 6,563.00 | |
| | | | Net of 1 Invoices / 0 Checks | 6,563.00 | |
| | | | invoices and 0 checks for 169 vendors: | 2,424,515.81 | |

| Inv Ref# | Vendor | Inv Date | Due Date | Inv Amt | Amt Due | Status | Jrnlized |
|-----------------------------------|---------------------------------|------------|------------|-----------|------------|------------|----------|
| 86919 | NEBRASKA GOLF & TURF INC | 04/13/2023 | 05/16/2023 | 9,180.00 | 9,180.00 | Open | N |
| 86920 | NEBRASKA GOLF & TURF INC | 04/14/2023 | 05/16/2023 | 9,180.00 | 9,180.00 | Open | N |
| 86999 | ED M. FELD EQUIPMENT CO. INC. | 05/01/2023 | 05/16/2023 | 9,635.36 | 9,635.36 | Open | N |
| 87020 | SAND CREEK CONSTRUCTION COMPANY | 04/28/2023 | 05/16/2023 | 5,200.00 | 5,200.00 | Open | N |
| 87045 | EAKES OFFICE SOLUTIONS | 04/26/2023 | 05/16/2023 | 7,273.33 | 7,273.33 | Open | N |
| 87046 | EAKES OFFICE SOLUTIONS | 04/26/2023 | 05/16/2023 | 7,864.56 | 7,864.56 | Open | N |
| 87060 | PETE LIEN & SONS INC. | 05/01/2023 | 05/16/2023 | 6,678.68 | 6,678.68 | Open | N |
| 87079 | D & K PRODUCTS | 04/24/2023 | 05/16/2023 | 6,779.10 | 6,779.10 | Open | N |
| 87081 | CONNECTING POINT/RADIO SHACK | 04/25/2023 | 05/16/2023 | 8,705.00 | 8,705.00 | Open | N |
| 87093 | COLUMBUS AREA CHAMBER OF | 04/26/2023 | 05/16/2023 | 8,000.00 | 8,000.00 | Open | N |
| 87096 | DELL MARKETING LP | 04/21/2023 | 05/16/2023 | 8,720.90 | 8,720.90 | Open | N |
| 87097 | SAPP BROS COLUMBUS INC | 04/18/2023 | 05/16/2023 | 7,327.02 | 7,327.02 | Open | N |
| 87100 | SAPP BROS COLUMBUS INC | 04/14/2023 | 05/16/2023 | 8,358.00 | 8,358.00 | Open | N |
| 87101 | SAPP BROS COLUMBUS INC | 04/19/2023 | 05/16/2023 | 8,811.00 | 8,811.00 | Open | N |
| 87145 | CITY OF COLUMBUS | 04/30/2023 | 05/16/2023 | 8,003.62 | 8,003.62 | Open | N |
| 87180 | SURPLUS PROPERTY | 06/09/2022 | 05/16/2023 | 5,500.00 | 5,500.00 | Open | N |
| 87245 | COLUMBUS TIRE & SERVICE | 04/24/2023 | 05/16/2023 | 7,893.70 | 7,893.70 | Open | N |
| 87385 | LOUP POWER DISTRICT | 05/02/2023 | 05/16/2023 | 9,672.75 | 9,672.75 | Open | N |
| 87419 | KOCH EXCAVATING CO INC | 05/06/2023 | 05/16/2023 | 10,000.00 | 10,000.00 | Open | N |
| 87466 | DUNBAR DOUGLAS | 05/01/2023 | 05/16/2023 | 7,018.00 | 7,018.00 | Open | N |
| 87639 | ZOLL MEDICAL CORPORATION | 05/05/2023 | 05/16/2023 | 6,563.00 | 6,563.00 | Open | N |
| 87663 | AQUA-CHEM INC | 04/28/2023 | 05/16/2023 | 6,678.40 | 6,678.40 | Open | N |
| 87679 | STATE OF NEBR DEPT OF REVENUE | 05/01/2023 | 05/16/2023 | 9,680.21 | 9,680.21 | Open | N |
| # of Invoices: | 23 | # Due: | 23 | Totals: | 182,722.63 | 182,722.63 | |
| # of Credit Memos: | 0 | # Due: | 0 | Totals: | 0.00 | 0.00 | |
| Net of Invoices and Credit Memos: | | | | | 182,722.63 | 182,722.63 | |

| Inv Ref# | Vendor | Inv Date | Due Date | Inv Amt | Amt Due | Status | Jrnlized |
|---------------------------------|--------------------------------|----------|----------|------------|------------|--------|----------|
| --- TOTALS BY FUND --- | | | | | | | |
| | 100 - GENERAL FUND | | | 135,573.56 | 135,573.56 | | |
| | 200 - STREETS/ENGINEERING | | | 8,358.00 | 8,358.00 | | |
| | 220 - COMMUNICATIONS - E911 | | | 1,609.00 | 1,609.00 | | |
| | 500 - UTILITY SERVICE | | | 29,855.05 | 29,855.05 | | |
| | 570 - SOLID WASTE DIVISION | | | 7,327.02 | 7,327.02 | | |
| --- TOTALS BY DEPT/ACTIVITY --- | | | | | | | |
| | 100 - GENERAL ADMINISTRATION | | | 17,746.21 | 17,746.21 | | |
| | 110 - POLICE | | | 14,606.00 | 14,606.00 | | |
| | 120 - FIRE | | | 17,529.06 | 17,529.06 | | |
| | 121 - RESCUE | | | 6,563.00 | 6,563.00 | | |
| | 130 - LIBRARY | | | 14,112.58 | 14,112.58 | | |
| | 150 - PARKS | | | 5,200.00 | 5,200.00 | | |
| | 151 - PAWNEE PLUNGE WATER PARK | | | 6,678.40 | 6,678.40 | | |
| | 155 - VAN BERG GOLF COURSE | | | 4,059.88 | 4,059.88 | | |
| | 156 - QUAIL RUN GOLF COURSE | | | 49,078.43 | 49,078.43 | | |
| | 200 - STREETS | | | 8,358.00 | 8,358.00 | | |
| | 220 - E911 | | | 1,609.00 | 1,609.00 | | |
| | 501 - WASTEWATER TREATMENT FAC | | | 29,855.05 | 29,855.05 | | |
| | 570 - TRANSFER STATION | | | 7,327.02 | 7,327.02 | | |

UNJOURNALIZED
BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|---|---------------------------|----------------------------|---|------------|---------|
| Fund 100 GENERAL FUND | | | | | |
| Dept 000 | | | | | |
| 100-000-10111 | PETTY CASH | PETTY CASH | 2023 START UP CASH FOR PAWNEE PLUNGE | 2,600.00 | |
| Total For Dept 000 | | | | 2,600.00 | |
| Dept 100 GENERAL ADMINISTRATION | | | | | |
| 100-100-52600 | WORKERS' COMPENSATION | LARM (LEAGUE ASSOCIATION (| WORKERS COMPENSATION AUDIT | 10,305.38 | |
| 100-100-53200 | PROFESSIONAL SERVICES | MCMILL CPA PC | APPRAISAL SERVICES - 1783 10TH AVE | 2,800.00 | |
| 100-100-53200 | PROFESSIONAL SERVICES | PLATTE COUNTY HIGHWAY DEPT | PERCENTAGE OF BILL FOR HIRSCHBURNERS 3C | 2,812.50 | |
| 100-100-53200 | PROFESSIONAL SERVICES | SIPPLE, HANSEN, EMERSON, | LEGAL SERVICES | 4,221.45 | |
| 100-100-54310 | BUILDING MAINTENANCE | OLSON'S PEST TECHNICIANS | PEST CONTROL | 50.00 | |
| 100-100-55500 | PUBLICATIONS AND NOTICES | COLUMBUS TELEGRAM | LEGALS, MEETING NOTICES, BIDS | 667.08 | |
| 100-100-56010 | SUPPLIES | ACE HARDWARE & GARDEN CNT | W/D VACUUM, DUSTING BRUSH | 96.98 | |
| 100-100-56010 | SUPPLIES | PETTY CASH | SUPER SAVER - BAG OF ICE, DONUTS FOR ME | 15.47 | |
| 100-100-56020 | OFFICE SUPPLIES | EAKES OFFICE SOLUTIONS | COPIER CONTRACT | 1,574.50 | |
| 100-100-56020 | OFFICE SUPPLIES | MENARDS | QUART & GALLON FREEZER BAGS, 96"X30" SI | 5.86 | |
| 100-100-56030 | CLEANING SUPPLIES/SERVICE | SERVICEMASTER BY SHEVLIN | JANITORIAL SERVICES | 2,075.00 | |
| 100-100-56040 | POSTAGE AND FREIGHT | QUADIENT FINANCE USA, INC. | POSTAGE | 1,000.00 | |
| 100-100-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 1,225.44 | |
| 100-100-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 89.97 | |
| 100-100-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 95.14 | |
| 100-100-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 492.09 | |
| 100-100-56250 | REFUSE | PAPER TIGER SHREDDING | 64 GALLON CONTAINER, PURGE SERVICE | 103.80 | |
| 100-100-56250 | REFUSE | WASTE CONNECTIONS OF NEBR | GARBAGE SERVICE - APRIL | 125.48 | |
| 100-100-56410 | BOOKS AND PUBLICATIONS | FIRST NATIONAL BANK OMAHA | BHM WORLD HERALD SUBSCRIPTION | 27.99 | |
| 100-100-56410 | BOOKS AND PUBLICATIONS | WELLNESS PARTNERS LLC | MONTHLY NEWSLETTER | 10.00 | |
| 100-100-56610 | CHAMBER OF COMMERCE | COLUMBUS AREA CHAMBER OF | 2023 ASSISTANCE | 8,000.00 | |
| 100-100-56620 | EMERGENCY MANAGEMENT | BLACK HILLS ENERGY | NATURAL GAS | 63.32 | |
| 100-100-56620 | EMERGENCY MANAGEMENT | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 19.14 | |
| 100-100-56620 | EMERGENCY MANAGEMENT | LOUP POWER DISTRICT | ELECTRICITY | 369.50 | |
| 100-100-57200-21092 | CAPITAL-LAND & BUILDINGS | AVI SYSTEMS, INC | COMMUNITY BUILDING - REV | 36,113.14 | |
| 100-100-57200-21092 | CAPITAL-LAND & BUILDINGS | BOYD JONES CONSTRUCTION CC | LIBRARY/CULTURAL ARTS FACILITY | 167,053.96 | |
| 100-100-57200-21092 | CAPITAL-LAND & BUILDINGS | BVH ARCHITECTURE | COLUMBUS LIBRARY, CHILDRENS MUSEUM & CI | 5,044.89 | |
| 100-100-57200-21092 | CAPITAL-LAND & BUILDINGS | EAKES OFFICE SOLUTIONS | 2 - U-LINE UMBRELLA'S, 2 - STAND ALONE | 11,450.62 | |
| 100-100-57200-21092 | CAPITAL-LAND & BUILDINGS | RVW INC | T23502 NECOL-COMMUNITY BLDING FIBER COC | 456.50 | |
| 100-100-57200-21092 | CAPITAL-LAND & BUILDINGS | SECURITY EQUIPMENT INC | INSTALLATION OF INTRUSION/ACCESS/CAMERF | 2,825.39 | |
| 100-100-57510 | CAPITAL-EQUIPMENT | DELL MARKETING LP | POWER EDGE R550 SERVER | 8,720.90 | |
| 100-100-57510 | CAPITAL-EQUIPMENT | FIRST NATIONAL BANK OMAHA | AMAZON - ETHERNET CABLES | 2,116.06 | |
| 100-100-57510 | CAPITAL-EQUIPMENT | MENARDS | QUART & GALLON FREEZER BAGS, 96"X30" SI | 89.99 | |
| 100-100-57510-20006 | CAPITAL-EQUIPMENT | PICTOMETRY INTERNATIONAL (| REVEAL ESSENTIALS PLUS, PICTOMETRY CONN | 18,150.00 | |
| Total For Dept 100 GENERAL ADMINISTRATION | | | | 288,267.54 | |
| Dept 102 COLUMBUS AREA TRANSIT | | | | | |
| 100-102-52600 | WORKERS' COMPENSATION | LARM (LEAGUE ASSOCIATION (| WORKERS COMPENSATION AUDIT | 1,395.28 | |
| 100-102-54310 | BUILDING & GROUNDS MAINT | OLSON'S PEST TECHNICIANS | PEST CONTROL | 50.00 | |
| 100-102-54330 | VEHICLE MAINTENANCE | TIRE OUTLET INC | 4 TIRES - 2019 DODGE CARAVAN | 564.00 | |
| 100-102-56030 | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC | MAT | 25.47 | |
| 100-102-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 55.37 | |
| 100-102-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 10.41 | |
| 100-102-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 107.11 | |
| 100-102-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 99.49 | |
| 100-102-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 18.05 | |
| 100-102-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 42.75 | |
| Total For Dept 102 COLUMBUS AREA TRANSIT | | | | 2,367.93 | |

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| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|---|--------------------------------|----------------------------|---|-----------|---------|
| Fund 100 GENERAL FUND | | | | | |
| Dept 103 COLUMBUS SENIOR CENTER | | | | | |
| 100-103-54310 | BUILDING & GROUNDS MAINT | WIZE BUYS ABBEY CARPET | CARPET FOR NEW CRAFT ROOM-ARPA FUNDS | 1,326.00 | |
| 100-103-54510-III-B | BUILDING RENTAL/LEASE | PREMIER PROPERTY MANAGEMEN | MONTHLY LEASE PAYMENT-COLUMBUS FAMILY F | 7,320.89 | |
| 100-103-54510-III-C | BUILDING RENTAL/LEASE | PREMIER PROPERTY MANAGEMEN | MONTHLY LEASE PAYMENT-COLUMBUS FAMILY F | 3,289.10 | |
| 100-103-55900-III-B | MISCELLANEOUS | FIRST NATIONAL BANK OMAHA | SWEET HARVEST POPCORN-VOLUNTEER APPRECI | 34.00 | |
| 100-103-55900-III-C | MISCELLANEOUS | FIRST NATIONAL BANK OMAHA | SWEET HARVEST POPCORN-VOLUNTEER APPRECI | 34.00 | |
| 100-103-55900-III-E | MISCELLANEOUS | LASKA PATTY | MILEAGE, MOVIE RENTAL FOR SENIOR CENTEF | 63.67 | |
| 100-103-56010 | SUPPLIES | FIRST NATIONAL BANK OMAHA | DISPLAYS2GO - 19 INCH SHELF | 72.94 | |
| 100-103-56010 | SUPPLIES | MENARDS | 2 FOLDING WAGONS, 2-20" FLOOR FANS-ARPF | 259.96 | |
| 100-103-56010-III-B | SUPPLIES | CULLIGAN OF COLUMBUS | REVERSE OSMOSIS | 32.25 | |
| 100-103-56010-III-B | SUPPLIES | SYSCO LINCOLN | GROCERIES, CUPS, TOWELS, POLY APRON | 98.26 | |
| 100-103-56010-III-C | SUPPLIES | CULLIGAN OF COLUMBUS | REVERSE OSMOSIS | 32.25 | |
| 100-103-56010-III-C | SUPPLIES | SYSCO LINCOLN | LID OFF OPENER FOR PLASTIC CONTAINERS | 484.56 | |
| 100-103-56020-III-B | OFFICE SUPPLIES | EAKES OFFICE SOLUTIONS | ADHESIVE NOTES, CORRECTION FILM | 15.49 | |
| 100-103-56020-III-C | OFFICE SUPPLIES | EAKES OFFICE SOLUTIONS | ADHESIVE NOTES, CORRECTION FILM | 15.48 | |
| 100-103-56030-III-B | CLEANING SUPPLIES/SERVICE | SYSCO LINCOLN | GROCERY, CAN LINERS, LIDS, NAPKINS, MOE | 14.95 | |
| 100-103-56030-III-C | CLEANING SUPPLIES/SERVICE | SYSCO LINCOLN | GROCERIES, GLOVES, NAPKINS,4OZ CUPS, FI | 89.65 | |
| 100-103-56300-III-C | FOOD COSTS | HY-VEE INC | GROCERIES, CAREGIVER SUPPORT GROUP MTG | 31.96 | |
| 100-103-56300-III-C | FOOD COSTS | SUPER SAVER | GROCERIES | 316.47 | |
| 100-103-56300-III-C | FOOD COSTS | SYSCO LINCOLN | GROCERIES | 8,751.49 | |
| 100-103-56400-III-B | PROGRAMS | LASKA PATTY | MILEAGE, MOVIE RENTAL FOR SENIOR CENTEF | 10.68 | |
| 100-103-56400-III-B | PROGRAMS | SYSCO LINCOLN | GROCERY, CAN LINERS, LIDS, NAPKINS, MOE | 62.29 | |
| 100-103-56400-III-E | PROGRAMS | HY-VEE INC | GROCERIES, CAREGIVER SUPPORT GROUP MTG | 13.97 | |
| 100-103-56650-III-B | MEMBERSHIP DUES | MOTION PICTURE LICENSING (| MPLC UMBRELLA LICENSE 6/01/23 TO 5/31/2 | 310.20 | |
| 100-103-56650-III-B | MEMBERSHIP DUES | NORTHEAST NEBRASKA AREA | FY2024 MATCHING FUNDS | 12,026.00 | |
| Total For Dept 103 COLUMBUS SENIOR CENTER | | | | 34,706.51 | |
| Dept 104 CITY ADMINISTRATOR | | | | | |
| 100-104-52700 | TRAINING AND TUITION | FIRST NATIONAL BANK OMAHA | UNITED - BAGGAGE CHECK | 279.11 | |
| 100-104-52700 | TRAINING AND TUITION | VASICEK TARA L | MILEAGE | 100.87 | |
| Total For Dept 104 CITY ADMINISTRATOR | | | | 379.98 | |
| Dept 105 FINANCE | | | | | |
| 100-105-52710 | EMPLOYEE RECRUITMENT/RETENTION | COLUMBUS CUSTOM EMBROIDER\ | CLOTHING - LINDSLEY | 66.00 | |
| 100-105-52710 | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE | BACK GROUND CHECKS | 27.00 | |
| 100-105-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 128.25 | |
| Total For Dept 105 FINANCE | | | | 221.25 | |
| Dept 108 HUMAN RESOURCES | | | | | |
| 100-108-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 101.41 | |
| 100-108-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | (15.55) | |
| Total For Dept 108 HUMAN RESOURCES | | | | 85.86 | |
| Dept 110 POLICE | | | | | |
| 100-110-52600 | WORKERS' COMPENSATION | LARM (LEAGUE ASSOCIATION (| WORKERS COMPENSATION AUDIT | 5,012.16 | |
| 100-110-52700 | TRAINING AND TUITION | AXON ENTERPRISE INC. | TASER INSTRUCTOR | 495.00 | |
| 100-110-52700 | TRAINING AND TUITION | FIRST NATIONAL BANK OMAHA | CASINO TRAINING LINCOLN NE - STRECKER & | 3,004.51 | |
| 100-110-52700 | TRAINING AND TUITION | MENARDS | PVC TEE, ELBOW, SPRING CLAMP SET, PVC E | 151.24 | |
| 100-110-52700 | TRAINING AND TUITION | PETTY CASH | PETTY CASH | 31.95 | |
| 100-110-52700 | TRAINING AND TUITION | SUNSET LAW ENFORCEMENT | HORN 223 REM 55 GR FMJ | 5,437.20 | |
| 100-110-52710 | EMPLOYEE RECRUITMENT/RETENTION | CBS - REPORTING SERVICES | FRENCH | 9.20 | |
| 100-110-52710 | EMPLOYEE RECRUITMENT/RETENTION | MAILBOX | NEBRASKA LAW ENFORCEMENT TRAINING | 12.78 | |
| 100-110-52710 | EMPLOYEE RECRUITMENT/RETENTION | NEBRASKA LAW ENFORCEMENT | TABE TEST FEE - FRENCH | 20.05 | |
| 100-110-52710 | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE | BACK GROUND CHECKS | 17.00 | |

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| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|---------------------------|--------------------------------|----------------------------|---|-----------|---------|
| Fund 100 GENERAL FUND | | | | | |
| Dept 110 POLICE | | | | | |
| 100-110-52710 | EMPLOYEE RECRUITMENT/RETENTION | STANARD & ASSOCIATES INC. | LAW ENFORCEMENT OFFICER SELECTION TEST | 161.50 | |
| 100-110-52810 | UNIFORMS-QUARTERMASTER | FIRST NATIONAL BANK OMAHA | UA.COM - TACTICAL BOOTS - QM | 139.10 | |
| 100-110-53200 | PROFESSIONAL SERVICES | LANGUAGE LINE SERVICES INC | OVER THE PHONE INTERPRETATION | 48.14 | |
| 100-110-53200 | PROFESSIONAL SERVICES | PLATTE COUNTY | COUNTY ATTORNEY SERVICES-MAY | 3,408.00 | |
| 100-110-53200 | PROFESSIONAL SERVICES | TWIN RIVERS VETERINARY CLJ | 173921 VETERINARY SERVICES | 338.00 | |
| 100-110-53400 | COMPUTER SUPPORT/MAINT | CONNECTING POINT/RADIO SH | 6-HP ELITEDESK, 11-HP 23.8" MONITORS, S | 5,795.00 | |
| 100-110-54310 | BUILDING MAINTENANCE | NOSWETT FENCING INC | REPAIR GATE @ IMPOUND YARD | 125.00 | |
| 100-110-54320 | EQUIPMENT MAINTENANCE | FIRST NATIONAL BANK OMAHA | AMAZON - HEPA AIR PURIFIER | 164.99 | |
| 100-110-54330 | VEHICLE MAINTENANCE | ADVANCE AUTO PARTS | 4" ADHESIVE ERSR | 34.44 | |
| 100-110-54330 | VEHICLE MAINTENANCE | CNC REPAIR LLC | REPLACE EVAP PURGE SOLENOID VIN #7738 | 6,391.96 | |
| 100-110-54330 | VEHICLE MAINTENANCE | COLUMBUS TIRE & SERVICE | REPLACE TIRE | 168.25 | |
| 100-110-54380 | MAINTENANCE AGREEMENTS | OLSON'S PEST TECHNICIANS | PEST CONTROL | 85.00 | |
| 100-110-54380 | MAINTENANCE AGREEMENTS | TK ELEVATOR CORPORATION | MAINTENANCE CONTRACT | 228.75 | |
| 100-110-54530 | VEHICLE TOWING | BEHLEN TOWING LLC | TOWING | 1,425.00 | |
| 100-110-54530 | VEHICLE TOWING | MIKE'S TOWING | TOWING | 1,050.00 | |
| 100-110-56010 | SUPPLIES | ANIMAL CARE EQUIPMENT & SF | TOUCH SCREEN CRITTER GLOVES | 1,198.92 | |
| 100-110-56010 | SUPPLIES | EVIDENT, INC | FORENSIC TABLETS, TRAINING TABLETS, TRF | 224.52 | |
| 100-110-56010 | SUPPLIES | FIRST NATIONAL BANK OMAHA | SIRCHIE - TESTS METHAMPHETAMINE | 409.64 | |
| 100-110-56010 | SUPPLIES | MENARDS | LL TOUGH TASK REMOVER | 21.45 | |
| 100-110-56020 | OFFICE SUPPLIES | FIRST NATIONAL BANK OMAHA | MAXTEK - DVD SLEEVES | 108.69 | |
| 100-110-56030 | CLEANING SUPPLIES/SERVICE | SERVICEMASTER BY SHEVLIN | JANITORIAL SERVICES | 2,413.00 | |
| 100-110-56050 | FUEL | SAPP BROS COLUMBUS INC | FUEL | 8,811.00 | |
| 100-110-56150 | D.A.R.E. EXPENSE | GODFATHER'S PIZZA | PIZZA | 98.00 | |
| 100-110-56190 | PERSONAL PROTECTIVE SUPP | EVIDENT, INC | BLACK NITRILE GLOVES | 786.67 | |
| 100-110-56190 | PERSONAL PROTECTIVE SUPP | FIRST NATIONAL BANK OMAHA | FILTCO - CARBON+HEPA FILTER | 583.00 | |
| 100-110-56190-20015 | PERSONAL PROTECTIVE SUPP | 911 CUSTOM LLC | SURVIVAL ARMOR | 4,884.00 | |
| 100-110-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 157.61 | |
| 100-110-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 127.58 | |
| 100-110-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 2,639.62 | |
| 100-110-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 150.59 | |
| 100-110-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 229.32 | |
| 100-110-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 06 - MAY 05 | 840.21 | |
| 100-110-56250 | REFUSE | WASTE CONNECTIONS OF NEBR | GARBAGE SERVICE - APRIL | 125.48 | |
| 100-110-57510-23004 | CAPITAL-EQUIPMENT | EVIDENT, INC | LASER TRAJECTORY KIT | 675.00 | |
| 100-110-57510-23004 | CAPITAL-EQUIPMENT | SEILER INSTRUMENT & MFG CC | PIX4DREACT PERPETUAL LICENSE | 490.00 | |
| 100-110-57510-23005 | CAPITAL-EQUIPMENT | GUNSLINGERS LLC | SLING | 45.00 | |
| Total For Dept 110 POLICE | | | | 58,773.52 | |
| Dept 120 FIRE | | | | | |
| 100-120-52600 | WORKERS' COMPENSATION | LARM (LEAGUE ASSOCIATION C | WORKERS COMPENSATION AUDIT | 3,015.36 | |
| 100-120-52700 | TRAINING AND TUITION | FIRST NATIONAL BANK OMAHA | COLUMBIA SOUTHERN UNIV - 2023 CHIEF OFF | 265.00 | |
| 100-120-53200 | PROFESSIONAL SERVICES | REMBOLT LUDTKE LLP | LABOR & EMPLOYMENT ISSUES | 1,555.00 | |
| 100-120-54310 | BUILDING MAINTENANCE | MENARDS | WIRE LEVER NUT | 45.97 | |
| 100-120-54330 | VEHICLE MAINTENANCE | O'REILLY AUTOMOTIVE INC | 14OZ BRAKE CLEAN | 68.34 | |
| 100-120-54330-21094 | VEHICLE MAINTENANCE | COLUMBUS TIRE & SERVICE | 8 HANKOOK TIRES | 7,893.70 | |
| 100-120-55200 | INSURANCE | LARM (LEAGUE ASSOCIATION C | PROPERTY DAMAGE | 988.19 | |
| 100-120-56010 | SUPPLIES | O'REILLY AUTOMOTIVE INC | BUTT SPLICE | 123.94 | |
| 100-120-56030 | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC | MATS, MOPS,POLISH TOWEL, WINDSHEILD WIF | 66.27 | |
| 100-120-56030 | CLEANING SUPPLIES/SERVICE | MENARDS | SPRAY BOTTLE, SCRUB SPONGE, SOS PADS, S | 55.84 | |
| 100-120-56030 | CLEANING SUPPLIES/SERVICE | U & I SANITATION | APRIL SERVICE | 59.75 | |
| 100-120-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 403.04 | |
| 100-120-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 385.16 | |

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 BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|--|--------------------------------|---------------------------|---|------------|---------|
| Fund 100 GENERAL FUND | | | | | |
| Dept 120 FIRE | | | | | |
| 100-120-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 1,211.28 | |
| 100-120-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 141.31 | |
| 100-120-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 239.57 | |
| 100-120-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 613.37 | |
| 100-120-57200-20021 | CAPITAL-LAND & BUILDINGS | FIRST NATIONAL BANK OMAHA | AMAZON - ETHERNETCABLES | 1,534.77 | |
| 100-120-57200-20021 | CAPITAL-LAND & BUILDINGS | GRAYBAR ELECTRIC COMPANY | TWO POSITION SINGLE, F-TYPE COAX MODULE | 53.88 | |
| 100-120-57510-23011 | CAPITAL-EQUIPMENT | ED M. FELD EQUIPMENT CO. | 1FLARES, 2.5" STACK TIPS, KEY ECO HOSE | 9,635.36 | |
| Total For Dept 120 FIRE | | | | 28,355.10 | |
| Dept 121 RESCUE | | | | | |
| 100-121-52600 | WORKERS' COMPENSATION | LARM (LEAGUE ASSOCIATION | WORKERS COMPENSATION AUDIT | (3,100.68) | |
| 100-121-53200 | PROFESSIONAL SERVICES | HOWERTER MD MARK S | EMERGENCY MEDICAL DIRECTOR | 616.00 | |
| 100-121-54310 | BUILDING MAINTENANCE | MENARDS | SILICONE, ADHESIVE, PVC ENCLOSURE | 37.21 | |
| 100-121-54320 | EQUIPMENT MAINTENANCE | ZOLL MEDICAL CORPORATION | FRONT ENCLOSURE, MONITOR BOARD, REWORK | 6,563.00 | |
| 100-121-54330 | VEHICLE MAINTENANCE | TRUCK CENTER COMPANIES | MEDIC #13-OIL, FUEL & AIR FILTER, TRANS | 1,341.02 | |
| 100-121-55200 | INSURANCE | LARM (LEAGUE ASSOCIATION | ENDORSEMENT #12 | (525.27) | |
| 100-121-55930 | REFUNDS | COLUMBUS CREDIT SERVICES | COLLECTIONS | 300.44 | |
| 100-121-56010 | SUPPLIES | MATHESON-LINWELD | MEDICAL OXYGEN | 316.59 | |
| 100-121-56010 | SUPPLIES | MEDLINE INDUSTRIES INC | IV START KIT, SHARPS CONTAINER, KELLY F | 172.78 | |
| 100-121-56030 | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC | MATS, MOPS,POLISH TOWEL, WINDSHEILD WIF | 66.27 | |
| 100-121-56030 | CLEANING SUPPLIES/SERVICE | U & I SANITATION | APRIL SERVICE | 59.75 | |
| 100-121-56190 | PERSONAL PROTECTIVE SUPP | MEDLINE INDUSTRIES INC | IV START KIT, SHARPS CONTAINER, KELLY F | 226.01 | |
| 100-121-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 403.03 | |
| 100-121-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 385.15 | |
| 100-121-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 1,211.27 | |
| 100-121-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 141.29 | |
| 100-121-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 239.57 | |
| 100-121-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 613.37 | |
| Total For Dept 121 RESCUE | | | | 9,066.80 | |
| Dept 125 VOLUNTEER FIRE DEPARTMENT | | | | | |
| 100-125-52700 | TRAINING AND TUITION | FIRST NATIONAL BANK OMAHA | COLUMBIA SOUTHERN UNIV - 2023 CHIEF OFE | 265.00 | |
| 100-125-52800 | UNIFORMS | GALLS LLC | RESERVE POLO ORDER | 1,116.44 | |
| Total For Dept 125 VOLUNTEER FIRE DEPARTMENT | | | | 1,381.44 | |
| Dept 130 LIBRARY | | | | | |
| 100-130-52700 | TRAINING AND TUITION | FIRST NATIONAL BANK OMAHA | DUSTERS - LUNCH WITH LIBRARY DIRECTOR | 82.89 | |
| 100-130-52710 | EMPLOYEE RECRUITMENT/RETENTION | MARKSMEIER JOE | SCREEN PRINTING T-SHIRTS | 186.00 | |
| 100-130-52710 | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE | BACK GROUND CHECKS | 47.00 | |
| 100-130-53400-MAKRS | COMPUTER SUPPORT/MAINT | FIRST NATIONAL BANK OMAHA | AMAZON - DISPLAY RACK | 49.55 | |
| 100-130-53400-PATRN | COMPUTER SUPPORT/MAINT | FIRST NATIONAL BANK OMAHA | FAX PLUS | 17.99 | |
| 100-130-53400-PCLAB | COMPUTER SUPPORT/MAINT | ENVISIONWARE, INC | ANNUAL MAINTENANCE/SUBSCRIPTION | 952.59 | |
| 100-130-53400-PCLAB | COMPUTER SUPPORT/MAINT | FIRST NATIONAL BANK OMAHA | AMAZON - TONER CARTRIDGE | 471.67 | |
| 100-130-53400-STAFF | COMPUTER SUPPORT/MAINT | FIRST NATIONAL BANK OMAHA | AMAZON - BLACK TONER | 411.67 | |
| 100-130-54310 | BUILDING MAINTENANCE | RUTT'S HEATING & A/C INC | CHECKED UNITS | 378.76 | |
| 100-130-54320-PATRN | EQUIPMENT MAINTENANCE | EAKES OFFICE SOLUTIONS | COPIER CONTRACT | 317.22 | |
| 100-130-55400 | ADVERTISING AND PROMOTION | COLUMBUS TELEGRAM | ADVERTISING | 282.38 | |
| 100-130-55400 | ADVERTISING AND PROMOTION | FIRST NATIONAL BANK OMAHA | CONSTANT CONTACT | 66.50 | |
| 100-130-56010-BUILD | SUPPLIES | FIRST NATIONAL BANK OMAHA | AMAZON - BATTERY | 29.99 | |
| 100-130-56010-MTRLS | SUPPLIES | FIRST NATIONAL BANK OMAHA | AMAZON - PRINTABLE LABELS, DVDS, WASTE | 44.48 | |
| 100-130-56020 | OFFICE SUPPLIES | EAKES OFFICE SOLUTIONS | PAPER | 137.94 | |
| 100-130-56030 | CLEANING SUPPLIES/SERVICE | SERVICEMASTER BY SHEVLIN | JANITORIAL SERVICES | 2,095.00 | |
| 100-130-56040-ILILO | POSTAGE AND FREIGHT | FIRST NATIONAL BANK OMAHA | UNITED STATES POSTAL SERVICE - POSTAGE | 10.73 | |

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 BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|--|--------------------------------|----------------------------|---|------------|---------|
| Fund 100 GENERAL FUND | | | | | |
| Dept 130 LIBRARY | | | | | |
| 100-130-56130 | SUPPLIES FOR RESALE | FIRST NATIONAL BANK OMAHA | AMAZON - 20 - 8GB USB FLASH DRIVE | 51.99 | |
| 100-130-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 38.60 | |
| 100-130-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 886.29 | |
| 100-130-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 98.18 | |
| 100-130-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 42.75 | |
| 100-130-56240-PATRN | TELEPHONE | GREAT PLAINS COMMUNICATION | INTERNET SERVICE 05/01-05/31 | 239.95 | |
| 100-130-56400-ADSRP | PROGRAMS | FIRST NATIONAL BANK OMAHA | AMAZON - BOOK LIGHT, TOTE BAG, CAKE DEC | 163.85 | |
| 100-130-56400-ADULT | PROGRAMS | DE ROOS KELLI | MILEAGE | 30.72 | |
| 100-130-56400-ADULT | PROGRAMS | HY-VEE INC | GROCERIES | 98.35 | |
| 100-130-56400-CHILD | PROGRAMS | FIRST NATIONAL BANK OMAHA | AMAZON - NAME TAGS | 125.24 | |
| 100-130-56400-CHILD | PROGRAMS | HY-VEE INC | GROCERIES | 116.23 | |
| 100-130-56400-YASCH | PROGRAMS | FIRST NATIONAL BANK OMAHA | AMAZON - HELLO PANDA COOKIES, | 948.89 | |
| 100-130-56400-YASCH | PROGRAMS | HY-VEE INC | GROCERIES | 15.97 | |
| 100-130-56400-YASRP | PROGRAMS | FIRST NATIONAL BANK OMAHA | FUN EXPRESS - FAIRY HOUSES | 315.19 | |
| 100-130-56410-ADULT | BOOKS AND PUBLICATIONS | BLACKSTONE PUBLISHING | CD | 96.00 | |
| 100-130-56410-ADULT | BOOKS AND PUBLICATIONS | CENTER POINT LARGE PRINT | MATERIALS | 94.08 | |
| 100-130-56410-ADULT | BOOKS AND PUBLICATIONS | FIRST NATIONAL BANK OMAHA | AMAZON - PRINTABLE LABELS, DVDS, WASTE | 164.26 | |
| 100-130-56410-ADULT | BOOKS AND PUBLICATIONS | GALE | MATERIALS | 75.17 | |
| 100-130-56410-ADULT | BOOKS AND PUBLICATIONS | INGRAM LIBRARY SERVICES, I | RETURN | 107.59 | |
| 100-130-56410-ADULT | BOOKS AND PUBLICATIONS | MIDWEST TAPE LLC | MATERIALS | 124.44 | |
| 100-130-56410-SUBSC | BOOKS AND PUBLICATIONS | BOOKPAGE | 12 MONTHLY SHIPMENTS | 402.00 | |
| 100-130-56410-YOUNG | BOOKS AND PUBLICATIONS | FIRST NATIONAL BANK OMAHA | AMAZON - ONE PUNCH MAN VOL 4 | 156.79 | |
| 100-130-56410-YOUNG | BOOKS AND PUBLICATIONS | INGRAM LIBRARY SERVICES, I | MATERIALS | 84.98 | |
| 100-130-57200-20030 | CAPITAL-LAND & BUILDINGS | BOYD JONES CONSTRUCTION CC | LIBRARY/CULTURAL ARTS FACILITY | 451,664.38 | |
| 100-130-57200-20030 | CAPITAL-LAND & BUILDINGS | BVH ARCHITECTURE | COLUMBUS LIBRARY, CHILDRENS MUSEUM & CI | 12,594.63 | |
| 100-130-57200-20030 | CAPITAL-LAND & BUILDINGS | DEMCO INC | BOOKTRUCK | 562.06 | |
| 100-130-57200-20030 | CAPITAL-LAND & BUILDINGS | EAKES OFFICE SOLUTIONS | 2 - U-LINE UMBRELLA'S, 2 - STAND ALONE | 36,266.38 | |
| 100-130-57200-20030 | CAPITAL-LAND & BUILDINGS | FIRST NATIONAL BANK OMAHA | AMAZON - PRINTABLE LABELS, DVDS, WASTE | 1,719.70 | |
| 100-130-57200-20030 | CAPITAL-LAND & BUILDINGS | SECURITY EQUIPMENT INC | INSTALLATION OF INTRUSION/ACCESS/CAMERF | 79,582.81 | |
| Total For Dept 130 LIBRARY | | | | 592,449.83 | |
| Dept 140 CEMETERY | | | | | |
| 100-140-52600 | WORKERS' COMPENSATION | LARM (LEAGUE ASSOCIATION C | WORKERS COMPENSATION AUDIT | 1,735.48 | |
| 100-140-52710 | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV | COLLECTION & TESTING | 67.00 | |
| 100-140-52710 | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE | BACK GROUND CHECKS | 17.00 | |
| 100-140-53520 | CONTRACT SERVICES | VAN DYKE CARROLL | OPEN/CLOSE CEMETERY GATES | 146.50 | |
| 100-140-54310 | BUILDING MAINTENANCE | PORT-A-JOHNS | RESTROOM RENTAL - VANBURG, CEMETERY, QU | 75.00 | |
| 100-140-56010 | SUPPLIES | HY-VEE INC | WATER | 7.96 | |
| 100-140-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 128.54 | |
| 100-140-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 25.82 | |
| 100-140-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 42.75 | |
| Total For Dept 140 CEMETERY | | | | 2,246.05 | |
| Dept 145 COMMUNITY DEVELOPMENT | | | | | |
| 100-145-42104 | PLUMBING LICENSES | ALDRICH DALLAS | LICENSE WAS PAID BY OBRIST | 55.00 | |
| 100-145-52710 | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE | BACK GROUND CHECKS | 17.00 | |
| 100-145-53200 | PROFESSIONAL SERVICES | VERIZON WIRELESS | REFUND REMAINING ESCROW FUNDS | 4,445.35 | |
| 100-145-56020 | OFFICE SUPPLIES | EAKES OFFICE SOLUTIONS | HP730 CARTRIDGES | 46.00 | |
| 100-145-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 256.50 | |
| Total For Dept 145 COMMUNITY DEVELOPMENT | | | | 4,819.85 | |
| Dept 150 PARKS | | | | | |
| 100-150-52600 | WORKERS' COMPENSATION | LARM (LEAGUE ASSOCIATION C | WORKERS COMPENSATION AUDIT | 7,268.04 | |

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| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|-----------------------------------|--------------------------------|---|---|-----------|---------|
| Fund 100 GENERAL FUND | | | | | |
| Dept 150 PARKS | | | | | |
| 100-150-52710 | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV | COLLECTION & TESTING | 632.00 | |
| 100-150-52710 | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE | BACKGROUND CHECK | 366.00 | |
| 100-150-52800 | UNIFORMS | JACKSON SERVICES INC | UNIFORM | 50.81 | |
| 100-150-54310 | BUILDING MAINTENANCE | ACE HARDWARE & GARDEN CNT | STOP VALVE | 149.53 | |
| 100-150-54310 | BUILDING MAINTENANCE | CULLIGAN OF COLUMBUS | POU COOLER | 41.00 | |
| 100-150-54310 | BUILDING MAINTENANCE | ELECTRICAL ENGINEERING & | SPLIT BOLT CONN | 23.02 | |
| 100-150-54310 | BUILDING MAINTENANCE | FASTENAL COMPANY | SPILL ABSORB KIT | 146.61 | |
| 100-150-54310 | BUILDING MAINTENANCE | FIRST NATIONAL BANK OMAHA | ACE - BATTERIES, KEY MASTER | 113.22 | |
| 100-150-54310 | BUILDING MAINTENANCE | IOWA PUMP WORKS, INC. | REPLACEMENT E1 CORE | 3,197.00 | |
| 100-150-54310 | BUILDING MAINTENANCE | KELLY SUPPLY COMPANY | FARM TANK HOSE | 42.88 | |
| 100-150-54320 | EQUIPMENT MAINTENANCE | ACE HARDWARE & GARDEN CNT | HOSE BARB, WD40, ADAPTER INSERT | 15.97 | |
| 100-150-54320 | EQUIPMENT MAINTENANCE | JOHN DEERE FINANCIAL | OIL FILTER, ENGINE OIL FILTER, 2.5G HY- | 237.25 | |
| 100-150-54490 | IRRIGATION MAINTENANCE | MENARDS | PVC ELBOW, REPAIR COUPLING | 2.92 | |
| 100-150-54520 | EQUIPMENT RENTAL/PURCHASE | FIRST NATIONAL BANK OMAHA | NEVCO SPORTS - COAX WIRELESS RECEIVER, | 4,131.99 | |
| 100-150-56010 | SUPPLIES | FIRST NATIONAL BANK OMAHA | DAKTRONICS | 1,664.93 | |
| 100-150-56010 | SUPPLIES | GREAT PLAINS BUILDING SUPP | 50# ATHLETIC FIELD MARKER | 608.16 | |
| 100-150-56010 | SUPPLIES | HADLEY-BRAITHWAIT COMPANY | 3 CASES TOILET PAPER | 203.85 | |
| 100-150-56010 | SUPPLIES | SHEVLIN SUPPLY | TOILET TISSUE | 366.20 | |
| 100-150-56020 | OFFICE SUPPLIES | EAKES OFFICE SOLUTIONS | HP730 CARTRIDGES | 46.00 | |
| 100-150-56080 | PLANTS SOD SEED FLOWERS | D & K PRODUCTS | RYEGRASS BLEND | 2,030.00 | |
| 100-150-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 94.47 | |
| 100-150-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 43.53 | |
| 100-150-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 3,554.97 | |
| 100-150-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 918.12 | |
| 100-150-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 205.53 | |
| 100-150-56300 | FOOD COSTS | FIRST NATIONAL BANK OMAHA | WALMART - CONCESSION STAND | 1,051.95 | |
| 100-150-56400 | PROGRAMS | ROSENBERG JEFF | SATURDAY CONCERT SERIES: DEJA VU | 1,000.00 | |
| 100-150-57300-23012 | CAPITAL-NEW CONSTRUCTION | CONFLUENCE INC | 23009 PAWNEE PARK/GERRARD PARK RENOVATI | 10,567.23 | |
| 100-150-57300-23013 | CAPITAL-NEW CONSTRUCTION | SAND CREEK CONSTRUCTION CC | GERRARD PARK TENNIS & PICKLEBALL COURT | 5,200.00 | |
| | | Total For Dept 150 PARKS | | 43,973.18 | |
| Dept 151 PAWNEE PLUNGE WATER PARK | | | | | |
| 100-151-52600 | WORKERS' COMPENSATION | LARM (LEAGUE ASSOCIATION C | WORKERS COMPENSATION AUDIT | 480.94 | |
| 100-151-52710 | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV | COLLECTION & TESTING | 1,281.00 | |
| 100-151-52710 | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE | BACK GROUND CHECKS | 1,063.50 | |
| 100-151-53200 | PROFESSIONAL SERVICES | OLSON'S PEST TECHNICIANS | PEST CONTROL | 75.00 | |
| 100-151-53400 | COMPUTER SUPPORT/MAINT | FIRST NATIONAL BANK OMAHA | AMAZON - HONEYWELL ORBIT SCANNERS | 531.97 | |
| 100-151-54320 | EQUIPMENT MAINTENANCE | ACE HARDWARE & GARDEN CNT | QUICK COUPLER | 9.99 | |
| 100-151-56010 | SUPPLIES | ACE HARDWARE & GARDEN CNT | GARDEN SPRAYER | 19.99 | |
| 100-151-56010 | SUPPLIES | MENARDS | BRAID POLY | 11.97 | |
| 100-151-56010 | SUPPLIES | PRICE CHOPPER WRISTBANDS | WRISTBANDS | 1,672.97 | |
| 100-151-56030 | CLEANING SUPPLIES/SERVICE | HY-VEE INC | HYVEE | 25.66 | |
| 100-151-56060 | CHEMICALS | AQUA-CHEM INC | CHEMICALS | 6,678.40 | |
| 100-151-56060 | CHEMICALS | USA BLUE BOOK | STENNER PUMP TUBES, TUBING 7/16' NORPRE | 730.60 | |
| 100-151-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 78.82 | |
| 100-151-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 1.01 | |
| 100-151-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 1,217.98 | |
| 100-151-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 306.63 | |
| 100-151-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 89.65 | |
| 100-151-56690 | SALES TAX REMITTANCE | STATE OF NEBR DEPT OF REVE | APRIL 2023 POOL SALES TAX | 207.84 | |
| | | Total For Dept 151 PAWNEE PLUNGE WATER PARK | | 14,483.92 | |

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| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|---|--------------------------------|----------------------------|---|-----------|---------|
| Fund 100 GENERAL FUND | | | | | |
| Dept 152 AQUATIC CENTER POOL | | | | | |
| 100-152-53200 | PROFESSIONAL SERVICES | JACKSON SERVICES INC | MATS | 44.19 | |
| 100-152-53200 | PROFESSIONAL SERVICES | OLSON'S PEST TECHNICIANS | PEST CONTROL | 57.50 | |
| 100-152-54310 | BUILDING MAINTENANCE | KELLY SUPPLY COMPANY | GATES STEMS, STRAIGHT THRU NIPPLE | 13.47 | |
| 100-152-54310 | BUILDING MAINTENANCE | RUTT'S HEATING & A/C INC | A/C REPAIR | 1,109.99 | |
| 100-152-56010 | SUPPLIES | ACE HARDWARE & GARDEN CNT | THERMOMETER | 17.99 | |
| 100-152-56060 | CHEMICALS | AQUA-CHEM INC | CHEMICALS | 844.60 | |
| 100-152-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 567.85 | |
| 100-152-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 949.29 | |
| 100-152-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 3,981.71 | |
| 100-152-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 229.97 | |
| 100-152-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 94.41 | |
| 100-152-56690 | SALES TAX REMITTANCE | STATE OF NEBR DEPT OF REVE | APRIL 2023 POOL SALES TAX | 248.32 | |
| Total For Dept 152 AQUATIC CENTER POOL | | | | 8,159.29 | |
| Dept 155 VAN BERG GOLF COURSE | | | | | |
| 100-155-52710 | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE | BACK GROUND CHECKS | 17.00 | |
| 100-155-53500 | COMMISSION ON CARTS | DUNBAR DOUGLAS | MONTHLY COMMISSIONS | 1,335.89 | |
| 100-155-53520 | CONTRACT SERVICES | DUNBAR DOUGLAS | MONTHLY CONTRACT | 2,316.00 | |
| 100-155-53530 | COMMISSION ON GREEN FEES | DUNBAR DOUGLAS | MONTHLY COMMISSIONS | 1,346.03 | |
| 100-155-53540 | COMMISSION ON PASSES | DUNBAR DOUGLAS | MONTHLY COMMISSIONS | 873.80 | |
| 100-155-54320 | EQUIPMENT MAINTENANCE | MIDWEST TURF & IRRIGATION | COUPLING | 341.83 | |
| 100-155-54320 | EQUIPMENT MAINTENANCE | NAPA AUTO PARTS OF COLUMBU | BATTERY | 137.82 | |
| 100-155-54520 | EQUIPMENT RENTAL/PURCHASE | PORT-A-JOHNS | RESTROOM RENTAL - VANBURG, CEMETERY, QU | 75.00 | |
| 100-155-56010 | SUPPLIES | ACE HARDWARE & GARDEN CNT | LOPPER, HOSE, SHOP TOWEL, CUTTER, NOZZI | 154.93 | |
| 100-155-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 78.99 | |
| 100-155-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 330.74 | |
| 100-155-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 52.45 | |
| 100-155-56690 | SALES TAX REMITTANCE | STATE OF NEBR DEPT OF REVE | APRIL 2023 GOLF SALES TAX | 1,743.88 | |
| Total For Dept 155 VAN BERG GOLF COURSE | | | | 8,804.36 | |
| Dept 156 QUAIL RUN GOLF COURSE | | | | | |
| 100-156-52600 | WORKERS' COMPENSATION | LARM (LEAGUE ASSOCIATION C | WORKERS COMPENSATION AUDIT | (344.13) | |
| 100-156-52710 | EMPLOYEE RECRUITMENT/RETENTION | FIRST NATIONAL BANK OMAHA | TRACTOR SUPPLY PRESS WASH | 200.00 | |
| 100-156-52710 | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV | COLLECTION & TESTING | 104.00 | |
| 100-156-53400 | COMPUTER SUPPORT/MAINT | CLUB PROPHET SYSTEMS | YEARLY SOFTWARE SUPPORT 5/1/23 - 4/30/2 | 560.00 | |
| 100-156-53400 | COMPUTER SUPPORT/MAINT | CONNECTING POINT/RADIO SH | 6-HP ELITEDESK, 11-HP 23.8" MONITORS, S | 1,301.00 | |
| 100-156-53500 | COMMISSION ON CARTS | DUNBAR DOUGLAS | MONTHLY COMMISSIONS | 5,958.27 | |
| 100-156-53520 | CONTRACT SERVICES | DUNBAR DOUGLAS | MONTHLY CONTRACT | 4,702.00 | |
| 100-156-53530 | COMMISSION ON GREEN FEES | DUNBAR DOUGLAS | MONTHLY COMMISSIONS | 4,479.18 | |
| 100-156-53540 | COMMISSION ON PASSES | DUNBAR DOUGLAS | MONTHLY COMMISSIONS | 4,951.56 | |
| 100-156-54490 | IRRIGATION MAINTENANCE | KELLY SUPPLY COMPANY | PVC COMP COUP, PLASTIC PIPE, TEE | 85.00 | |
| 100-156-54520 | EQUIPMENT RENTAL/PURCHASE | PORT-A-JOHNS | RESTROOM RENTAL - VANBURG, CEMETERY, QU | 225.00 | |
| 100-156-55400 | ADVERTISING AND PROMOTION | GOLFNOW | WEBSITE/EMAIL HOSTING | 185.66 | |
| 100-156-55920 | MISC FEES | DUNBAR DOUGLAS | CREDIT CARD REIMBURSEMENT APRIL 4/01/23 | 23,647.02 | |
| 100-156-56010 | SUPPLIES | ACE HARDWARE & GARDEN CNT | TOOL BOX AUTO LATCH, MARK FLAG, PLIER, | 102.91 | |
| 100-156-56010 | SUPPLIES | GREAT PLAINS BUILDING SUPE | CREDIT ON ACCOUNT | (12.52) | |
| 100-156-56010 | SUPPLIES | JACKSON SERVICES INC | UNIFORM | 27.55 | |
| 100-156-56010 | SUPPLIES | TOO FAST SUPPLY | S&D DRILL | 35.23 | |
| 100-156-56050 | FUEL | SAPP BROS COLUMBUS INC | FUEL | 1,597.48 | |
| 100-156-56070 | FERTILIZER | D & K PRODUCTS | HERBICIDE | 6,779.10 | |
| 100-156-56110 | PRO-SHOP SUPPLIES | CLUB PROPHET SYSTEMS | MONTHLY TEE SHEET | 150.00 | |
| 100-156-56110 | PRO-SHOP SUPPLIES | OLSON'S PEST TECHNICIANS | PEST CONTROL | 70.00 | |
| 100-156-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 64.78 | |

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| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|--|--------------------------------|----------------------------|---|--------------|---------|
| Fund 100 GENERAL FUND | | | | | |
| Dept 156 QUAIL RUN GOLF COURSE | | | | | |
| 100-156-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 69.85 | |
| 100-156-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 1,559.22 | |
| 100-156-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 107.44 | |
| 100-156-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 94.41 | |
| 100-156-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 82.76 | |
| 100-156-56650 | MEMBERSHIP DUES | PGA OF AMERICA | DUES | 587.00 | |
| 100-156-56690 | SALES TAX REMITTANCE | STATE OF NEBR DEPT OF REVE | APRIL 2023 GOLF SALES TAX | 7,936.33 | |
| 100-156-57200-20111 | CAPITAL-LAND & BUILDINGS | KOCH EXCAVATING CO INC | QUAIL RUN GOLF COURSE RESTORATION | 10,000.00 | |
| 100-156-57200-23020 | CAPITAL-LAND & BUILDINGS | NEBRASKA GOLF & TURF INC | 51 - 8 VOLT BATTERY | 18,360.00 | |
| Total For Dept 156 QUAIL RUN GOLF COURSE | | | | 93,666.10 | |
| Total For Fund 100 GENERAL FUND | | | | 1,194,808.51 | |
| Fund 200 STREETS/ENGINEERING | | | | | |
| Dept 200 STREETS | | | | | |
| 200-200-52600 | WORKERS' COMPENSATION | LARM (LEAGUE ASSOCIATION C | WORKERS COMPENSATION AUDIT | 7,075.40 | |
| 200-200-52700 | TRAINING AND TUITION | FIRST NATIONAL BANK OMAHA | THE ROUND - BREAKFAST | 121.43 | |
| 200-200-52700 | TRAINING AND TUITION | LLOYD COLE | CDL PERMIT | 15.00 | |
| 200-200-52710 | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV | COLLECTION & TESTING | 297.00 | |
| 200-200-52710 | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE | BACK GROUND CHECKS | 43.50 | |
| 200-200-52800 | UNIFORMS | JACKSON SERVICES INC | UNIFORMS | 451.73 | |
| 200-200-54310 | BUILDING MAINTENANCE | OLSON'S PEST TECHNICIANS | PEST CONTROL | 18.33 | |
| 200-200-54320 | EQUIPMENT MAINTENANCE | MACQUEEN EQUIPMENT | MOTOR-HYD, COLLAR, BRG-MAIN BROOM, WLDT | 1,296.88 | |
| 200-200-54320 | EQUIPMENT MAINTENANCE | REARDON LAWN & GARDEN INC | CLUTCH, NEEDLE, RIM SPROCKET | 62.98 | |
| 200-200-54450 | STREET MAINTENANCE | GEHRING CONSTRUCTION & | 4114 SUNSET DR | 3,082.14 | |
| 200-200-56010 | SUPPLIES | ACE HARDWARE & GARDEN CNT | 2-CYCLE OIL | 107.40 | |
| 200-200-56010 | SUPPLIES | GRIMES ASPHALT & PAVING CC | COLD MIX | 1,080.00 | |
| 200-200-56010 | SUPPLIES | LOSEKE LAKE STOP LLC | SOD ROLLS | 18.45 | |
| 200-200-56010 | SUPPLIES | MOTION INDUSTRIES INC | NITRILE DISPOSABLE GLOVES | 28.20 | |
| 200-200-56010 | SUPPLIES | O'REILLY AUTOMOTIVE INC | STABILIZER | 14.99 | |
| 200-200-56010 | SUPPLIES | PRECISION WOOD PRODUCTS | 2 - 20" | 63.00 | |
| 200-200-56020 | OFFICE SUPPLIES | EAKES OFFICE SOLUTIONS | HP730 CARTRIDGES | 114.98 | |
| 200-200-56050 | FUEL | SAPP BROS COLUMBUS INC | FUEL | 8,358.00 | |
| 200-200-56120 | TRAFFIC SIGNS | FIRST NATIONAL BANK OMAHA | AMAZON - SCREW TOP LIFE LATCH BUCKET | 36.88 | |
| 200-200-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 101.60 | |
| 200-200-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 118.00 | |
| 200-200-56220 | ELECTRICITY | CORNHUSKER PUBLIC POWER DI | ELECTRICITY | 594.30 | |
| 200-200-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 30,332.98 | |
| 200-200-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 209.54 | |
| 200-200-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 168.26 | |
| 200-200-56250 | REFUSE | ACE SANITATION SERVICE INC | GARBAGE SERVICE 04/01-04/30 | 55.00 | |
| 200-200-57200-23025 | CAPITAL-LAND & BUILDINGS | GEHRING CONSTRUCTION & | SID #189 - 48TH AVE FROM 23RD ST TO S C | 65,169.17 | |
| 200-200-57300-20070 | CAPITAL-NEW CONSTRUCTION | SEADSCHLAG CHARLES | REIMBURSEMENT COSTS MEADOW RIDGE 9TH AI | 96,872.64 | |
| 200-200-57300-20071 | CAPITAL-NEW CONSTRUCTION | GEHRING CONSTRUCTION & | SID #189 - 48TH AVE FROM 23RD ST TO S C | 57,791.53 | |
| 200-200-57520-21011 | CAPITAL-VEHICLES | LIGHT AND SIREN | LIGHTBAR | 1,870.00 | |
| Total For Dept 200 STREETS | | | | 275,569.31 | |
| Dept 202 MECHANICS SHOP | | | | | |
| 200-202-52700 | TRAINING AND TUITION | FIRST NATIONAL BANK OMAHA | BURGER KING | 38.17 | |
| 200-202-52800 | UNIFORMS | JACKSON SERVICES INC | UNIFORMS | 65.28 | |
| 200-202-56010 | SUPPLIES | MOTION INDUSTRIES INC | NITRILE DISPOSABLE GLOVES | 56.40 | |
| 200-202-56010 | SUPPLIES | TRACTOR SUPPLY CREDIT PLAN | ROD 1/8 NORMACAST ELECTRODE, STICK | 73.97 | |
| 200-202-56090 | SMALL TOOLS | FIRST NATIONAL BANK OMAHA | AMAZON - 200 AMP MMA WELDER | 99.99 | |

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| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
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| Fund 200 STREETS/ENGINEERING | | | | | |
| Dept 202 MECHANICS SHOP | | | | | |
| 200-202-56130 | SUPPLIES FOR RESALE | ADVANCE AUTO PARTS | HYDRAULIC | 35.16 | |
| 200-202-56130 | SUPPLIES FOR RESALE | MOTION INDUSTRIES INC | HYD HOSE, HYD HOSE ENDS | 422.26 | |
| 200-202-56130 | SUPPLIES FOR RESALE | WEST POINT IMPLEMENT OF | FUEL HOSE | 169.49 | |
| Total For Dept 202 MECHANICS SHOP | | | | 960.72 | |
| Total For Fund 200 STREETS/ENGINEERING | | | | 276,530.03 | |
| Fund 205 AIRPORT | | | | | |
| Dept 205 AIRPORT | | | | | |
| 205-205-52600 | WORKERS' COMPENSATION | LARM (LEAGUE ASSOCIATION C | WORKERS COMPENSATION AUDIT | 646.68 | |
| 205-205-53520 | CONTRACT SERVICES | 1200.AERO INC | SERVICE SUBSCRIPTION 5/01/2023 - 5/01/2 | 1,000.00 | |
| 205-205-54480 | HANGAR MAINTENANCE | FIRST NATIONAL BANK OMAHA | AMAZON - LED HIGH BAY LIGHT | 219.98 | |
| 205-205-56010 | SUPPLIES | MENARDS | TRIM LINE, POLY COATED GLOVES | 26.31 | |
| 205-205-56030 | CLEANING SUPPLIES/SERVICE | HEARTLAND OFFICE CLEANERS | MAY CLEANING | 250.00 | |
| 205-205-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 1,261.27 | |
| 205-205-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 26.54 | |
| 205-205-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 85.50 | |
| 205-205-56260 | UTILITIES - FSS BUILDING | CITY OF COLUMBUS | WATER & SEWER | 55.68 | |
| 205-205-56260 | UTILITIES - FSS BUILDING | U & I SANITATION | APRIL SERVICE | 42.50 | |
| 205-205-57200-22025 | CAPITAL-LAND & BUILDINGS | KIRKHAM MICHAEL & ASSOCIAT | HANGAR FLOOR & APRON REHAB BLDING 1406 | 1,894.06 | |
| Total For Dept 205 AIRPORT | | | | 5,508.52 | |
| Total For Fund 205 AIRPORT | | | | 5,508.52 | |
| Fund 220 COMMUNICATIONS - E911 | | | | | |
| Dept 220 E911 | | | | | |
| 220-220-52700 | TRAINING AND TUITION | 911 TRAINING INSTITUTE | EMHD + LIFE BRIDGES, SURVIVE & THRIVE | 834.00 | |
| 220-220-52700 | TRAINING AND TUITION | CENTRAL COMMUNITY COLLEGE | HEARTSAVER - VAZQUEZ & WIESE | 148.00 | |
| 220-220-52700 | TRAINING AND TUITION | FIRST NATIONAL BANK OMAHA | NCIC TRAINING GI, PROTECTION ORDER TRAI | 978.80 | |
| 220-220-52700 | TRAINING AND TUITION | NEBRASKA NOTARY ASSOCIATI | NOTARY RENEWAL - LYNN SVOBODA | 100.00 | |
| 220-220-52800 | UNIFORMS | COLUMBUS CUSTOM EMBROIDERY | FLEECE JACKETS | 405.00 | |
| 220-220-53200 | PROFESSIONAL SERVICES | LANGUAGE LINE SERVICES INC | OVER THE PHONE INTERPRETATION | 208.28 | |
| 220-220-53400 | COMPUTER SUPPORT/MAINT | CONNECTING POINT/RADIO SH | 6-HP ELITEDESK, 11-HP 23.8" MONITORS, S | 1,609.00 | |
| 220-220-53400 | COMPUTER SUPPORT/MAINT | EAKES OFFICE SOLUTIONS | TONER | 157.99 | |
| 220-220-53400 | COMPUTER SUPPORT/MAINT | FIRST NATIONAL BANK OMAHA | FACTORY OUTLET STORE - MONO CORDED HEAL | 257.23 | |
| 220-220-56010 | SUPPLIES | CULLIGAN OF COLUMBUS | REVERSE OSMOSIS | 32.00 | |
| 220-220-56010 | SUPPLIES | FIRST NATIONAL BANK OMAHA | AMAZON - WEATHER ALERT RADIO | 69.99 | |
| 220-220-56030 | CLEANING SUPPLIES/SERVICE | HEARTLAND OFFICE CLEANERS | MAY CLEANING | 250.00 | |
| 220-220-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 497.28 | |
| 220-220-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 55.67 | |
| 220-220-56240 | TELEPHONE | AT&T MOBILITY | WIRELESS MAR 22 - APR 21 | 10.16 | |
| 220-220-56240 | TELEPHONE | CENTURY LINK | E911 PHONE CHARGES | 930.00 | |
| 220-220-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 886.65 | |
| 220-220-56240 | TELEPHONE | LINGO | E911 PHONE SERVICE 04/01/2023-04/30/202 | 51.68 | |
| 220-220-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 42.75 | |
| 220-220-56250 | REFUSE | U & I SANITATION | APRIL SERVICE | 42.50 | |
| 220-220-57510-23034 | CAPITAL-EQUIPMENT | RFCC | CONSULTING FEE | 250.00 | |
| Total For Dept 220 E911 | | | | 7,816.98 | |
| Total For Fund 220 COMMUNICATIONS - E911 | | | | 7,816.98 | |
| Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING | | | | | |
| Dept 225 EC-911 EQUIPMENT SHARING | | | | | |

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| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
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| Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING | | | | | |
| Dept 225 EC-911 EQUIPMENT SHARING | | | | | |
| 225-225-56240 | TELEPHONE | TELECOMMUNICATION SYSTEMS | MONTHLY CIRCUIT FEE | 1,554.00 | |
| Total For Dept 225 EC-911 EQUIPMENT SHARING | | | | 1,554.00 | |
| Total For Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHAR | | | | 1,554.00 | |
| Fund 240 HOUSING REHAB & LOANS | | | | | |
| Dept 244 CDBG DPA LOANS (NENEDD) | | | | | |
| 240-244-56780 | HOUSING LOANS & ADMIN | NORTHEAST NEBRASKA ECONOMIC | CDBG DHA REUSE MARCH 2023 ADMIN SERVICE | 206.25 | |
| Total For Dept 244 CDBG DPA LOANS (NENEDD) | | | | 206.25 | |
| Total For Fund 240 HOUSING REHAB & LOANS | | | | 206.25 | |
| Fund 500 UTILITY SERVICE | | | | | |
| Dept 000 | | | | | |
| 500-000-20100 | SSX-1 | ROSENTHAL EDWARD | UB refund for account: 100-12770-03 | 31.92 | |
| Total For Dept 000 | | | | 31.92 | |
| Dept 500 WASTEWATER COLLECTION | | | | | |
| 500-500-52700 | TRAINING AND TUITION | MENARDS | CHECK WAS STOLEN-REISSUING PAYMENT | 17.30 | |
| 500-500-52710 | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV | COLLECTION & TESTING | 104.00 | |
| 500-500-52800 | UNIFORMS | JACKSON SERVICES INC | UNIFORMS | 243.31 | |
| 500-500-54310 | BUILDING MAINTENANCE | MENARDS | TRELLIS NET, FURNANCE FILTER, 1/2" CPVC | 20.76 | |
| 500-500-54310 | BUILDING MAINTENANCE | OLSON'S PEST TECHNICIANS | PEST CONTROL | 18.34 | |
| 500-500-54320 | EQUIPMENT MAINTENANCE | MENARDS | HANGING BRACKET, UTILITY HANGER, TWO PF | 163.55 | |
| 500-500-54390 | SYSTEM MAINTENANCE | A TO Z MESSAGING | ANSWERING SERVICE | 62.50 | |
| 500-500-54390 | SYSTEM MAINTENANCE | ACE HARDWARE & GARDEN CNT | ACE TRAYSET 4" 3 PC | 6.59 | |
| 500-500-54390 | SYSTEM MAINTENANCE | GEHRING CONSTRUCTION & | HAND POUR | 68.75 | |
| 500-500-54390 | SYSTEM MAINTENANCE | KELLY SUPPLY COMPANY | BUNA-N GASKET | 3.52 | |
| 500-500-54390 | SYSTEM MAINTENANCE | ONE CALL CONCEPTS INC | LOCATES FEES | 252.70 | |
| 500-500-54390 | SYSTEM MAINTENANCE | TRACTOR SUPPLY CREDIT PLAN | LED POD LIGHTS | 64.99 | |
| 500-500-56020 | OFFICE SUPPLIES | EAKES OFFICE SOLUTIONS | HP730 CARTRIDGES | 68.99 | |
| 500-500-56220 | ELECTRICITY | CORNHUSKER PUBLIC POWER DIST | ELECTRICITY | 300.76 | |
| 500-500-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 1,795.92 | |
| 500-500-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 34.92 | |
| 500-500-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 304.19 | |
| 500-500-56250 | REFUSE | ACE SANITATION SERVICE INC | GARBAGE SERVICE 04/01-04/30 | 27.50 | |
| 500-500-56690 | SALES TAX REMITTANCE | STATE OF NEBR DEPT OF REVENUE | APRIL 2023 UTILITY SALES TAX | 39,104.45 | |
| 500-500-57300-20091 | CAPITAL-NEW CONSTRUCTION | RUTJENS CONSTRUCTION | LOST CREEK PARKWAY SEWER | 732,564.00 | |
| Total For Dept 500 WASTEWATER COLLECTION | | | | 775,227.04 | |
| Dept 501 WASTEWATER TREATMENT FAC | | | | | |
| 500-501-52600 | WORKERS' COMPENSATION | LARM (LEAGUE ASSOCIATION) | WORKERS COMPENSATION AUDIT | 5,140.69 | |
| 500-501-52800 | UNIFORMS | JACKSON SERVICES INC | UNIFORMS | 201.77 | |
| 500-501-54320 | EQUIPMENT MAINTENANCE | ACE HARDWARE & GARDEN CNT | ELBOW, HOSE BAR, STRT ELBOW | 45.17 | |
| 500-501-54320 | EQUIPMENT MAINTENANCE | ARNOLD MOTOR SUPPLY | OIL FILTER, TEE FITTING, FUEL LINE | 23.58 | |
| 500-501-54320 | EQUIPMENT MAINTENANCE | DEPARTMENT OF CORRECTIONS | 2-COMPRESSORS, 10KW GENERATOR, BOTTLE | 200.00 | |
| 500-501-54320 | EQUIPMENT MAINTENANCE | ELECTRICAL ENGINEERING & | FRZ GDG5 | 15.97 | |
| 500-501-54320 | EQUIPMENT MAINTENANCE | MOTION INDUSTRIES INC | OTHER ROLL BEARING MTD UNITS | 820.40 | |
| 500-501-54320 | EQUIPMENT MAINTENANCE | SURPLUS PROPERTY | SHOP COMPRESSOR | 200.00 | |
| 500-501-55640 | COMPLIANCE TESTING | MIDWEST LABORATORIES INC | TESTING & SUPPLIES | 139.25 | |
| 500-501-56010 | SUPPLIES | ACE HARDWARE & GARDEN CNT | SHUT-OFF 180 DEGREE, EZSEED | 116.96 | |
| 500-501-56010 | SUPPLIES | MENARDS | KNOB, WINDSHIELD WASH | 14.63 | |
| 500-501-56030 | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC | MAT, BAR TOWELS, SHOP TOWELS | 26.25 | |

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| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|---|--------------------------------|----------------------------|---|------------|---------|
| Fund 500 UTILITY SERVICE | | | | | |
| Dept 501 WASTEWATER TREATMENT FAC | | | | | |
| 500-501-56060 | CHEMICALS | PETE LIEN & SONS INC. | QUICKLIME FINES | 6,678.68 | |
| 500-501-56090 | SMALL TOOLS | O'REILLY AUTOMOTIVE INC | LONG FLEX MAG, MAG PICK UP | 23.98 | |
| 500-501-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 945.42 | |
| 500-501-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 744.45 | |
| 500-501-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 13,742.75 | |
| 500-501-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 8,354.50 | |
| 500-501-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 101.41 | |
| 500-501-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 85.50 | |
| 500-501-56250 | REFUSE | NORTHEAST NEBRASKA SOLID | LANDFILL CHARGES | 177.37 | |
| 500-501-56650 | MEMBERSHIP DUES | WATER ENVIRONMENT FEDERATI | MEMBERSHIP DUES - MARTIN EATON | 85.00 | |
| 500-501-57510-22029 | CAPITAL-EQUIPMENT | SURPLUS PROPERTY | HYSTER FORKLIFT | 1,833.34 | |
| 500-501-57510-23039 | CAPITAL-EQUIPMENT | SURPLUS PROPERTY | HYSTER FORKLIFT | 1,833.33 | |
| 500-501-57510-23040 | CAPITAL-EQUIPMENT | SURPLUS PROPERTY | HYSTER FORKLIFT | 1,833.33 | |
| 500-501-57510-23041 | CAPITAL-EQUIPMENT | DEPARTMENT OF CORRECTIONAI | 2-COMPRESSORS, 10KW GENERATOR, BOTTLE C | 1,000.00 | |
| Total For Dept 501 WASTEWATER TREATMENT FAC | | | | 44,383.73 | |
| Total For Fund 500 UTILITY SERVICE | | | | 819,642.69 | |
| Fund 520 WATER | | | | | |
| Dept 000 | | | | | |
| 520-000-20100 | WAM-41 | ROSENTHAL EDWARD | UB refund for account: 100-12770-03 | 26.16 | |
| Total For Dept 000 | | | | 26.16 | |
| Dept 520 WATER | | | | | |
| 520-520-52600 | WORKERS' COMPENSATION | LARM (LEAGUE ASSOCIATION C | WORKERS COMPENSATION AUDIT | (4,481.60) | |
| 520-520-52700 | TRAINING AND TUITION | MENARDS | CHECK WAS STOLEN-REISSUING PAYMENT | 23.68 | |
| 520-520-52710 | EMPLOYEE RECRUITMENT/RETENTION | COLUMBUS CUSTOM EMBROIDERY | CLOTHING - LUNA MARTINEZ, THOMAS | 101.00 | |
| 520-520-52800 | UNIFORMS | JACKSON SERVICES INC | UNIFORMS | 165.15 | |
| 520-520-54310 | BUILDING MAINTENANCE | MENARDS | TRELLIS NET, FURNANCE FILTER, 1/2" CPVC | 20.75 | |
| 520-520-54310 | BUILDING MAINTENANCE | OLSON'S PEST TECHNICIANS | PEST CONTROL | 18.33 | |
| 520-520-54320 | EQUIPMENT MAINTENANCE | KELLY SUPPLY COMPANY | RETURN - PVC FEM ADAPTER | 40.54 | |
| 520-520-54320 | EQUIPMENT MAINTENANCE | MENARDS | STAR DRIVE, DRILL PT, FENDER WASHER, FU | 63.65 | |
| 520-520-54330 | VEHICLE MAINTENANCE | O'REILLY AUTOMOTIVE INC | WIPER BLADE | 28.89 | |
| 520-520-54330 | VEHICLE MAINTENANCE | TIRE OUTLET INC | REPAIR | 15.00 | |
| 520-520-54390 | SYSTEM MAINTENANCE | A TO Z MESSAGING | ANSWERING SERVICE | 62.50 | |
| 520-520-54390 | SYSTEM MAINTENANCE | GEHRING CONSTRUCTION & | 34TH AVE & 17TH ST | 421.26 | |
| 520-520-54390 | SYSTEM MAINTENANCE | GERHOLD CONCRETE COMPANY | BETWEEN 33RD AVE & 34TH AVE ON 17TH ST | 891.44 | |
| 520-520-54390 | SYSTEM MAINTENANCE | LINCOLN WINWATER WORKS | QUARTER BEND NO LEAD | 416.26 | |
| 520-520-54390 | SYSTEM MAINTENANCE | LOUP POWER DISTRICT | REMOVE & RESET 2 STREET LIGHTS TO REPAI | 1,263.76 | |
| 520-520-54390 | SYSTEM MAINTENANCE | MENARDS | PIPE, FLUSH BUSHING | 62.44 | |
| 520-520-54390 | SYSTEM MAINTENANCE | ONE CALL CONCEPTS INC | LOCATES FEES | 252.70 | |
| 520-520-54390 | SYSTEM MAINTENANCE | TRACTOR SUPPLY CREDIT PLAN | LED POD LIGHTS | 64.99 | |
| 520-520-54390 | SYSTEM MAINTENANCE | USA BLUE BOOK | MCCROMETER 6' ULTRA MAG REMOTE TRANS | 4,508.49 | |
| 520-520-54420 | WELL MAINTENANCE | MENARDS | CHECK WAS STOLEN-REISSUING PAYMENT | 282.90 | |
| 520-520-55640 | COMPLIANCE TESTING | SUPER SAVER | SMALL BAG ICE | 1.55 | |
| 520-520-56010 | SUPPLIES | MENARDS | BOUNTY, CHARMIN | 108.67 | |
| 520-520-56020 | OFFICE SUPPLIES | EAKES OFFICE SOLUTIONS | HP730 CARTRIDGES | 68.99 | |
| 520-520-56040 | POSTAGE AND FREIGHT | MAILBOX | NEBRASKA PUBLIC HEALTH | 105.78 | |
| 520-520-56060 | CHEMICALS | AQUA-PURE INC | NORTH & SOUTH WELLS - MONTHLY SERVICE C | 10,596.85 | |
| 520-520-56060 | CHEMICALS | HAWKINS INC | CHEMICALS | 4,101.20 | |
| 520-520-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 482.74 | |
| 520-520-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 50.57 | |
| 520-520-56210 | NATURAL GAS | LOUP POWER DISTRICT | ELECTRICITY | 276.60 | |

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| Fund 520 WATER | | | | | |
| Dept 520 WATER | | | | | |
| 520-520-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 13,509.85 | |
| 520-520-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 235.61 | |
| 520-520-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 258.72 | |
| 520-520-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 509.71 | |
| 520-520-56250 | REFUSE | ACE SANITATION SERVICE INC | GARBAGE SERVICE 04/01-04/30 | 27.50 | |
| 520-520-56690 | SALES TAX REMITTANCE | STATE OF NEBR DEPT OF REVE | APRIL 2023 UTILITY SALES TAX | 5,517.48 | |
| Total For Dept 520 WATER | | | | 40,073.95 | |
| Total For Fund 520 WATER | | | | 40,100.11 | |
| Fund 560 STORMWATER UTILITY | | | | | |
| Dept 000 | | | | | |
| 560-000-20100 | SXF-1 | ROSENTHAL EDWARD | UB refund for account: 100-12770-03 | 9.36 | |
| Total For Dept 000 | | | | 9.36 | |
| Dept 560 STORMWATER UTILITY | | | | | |
| 560-560-53400 | COMPUTER SUPPORT/MAINT | VERIZON | GPS UNITS | 56.80 | |
| 560-560-55900 | MISCELLANEOUS | FIRST NATIONAL BANK OMAHA | AMAZON - GLASS SCREEN PROTECTOR, CCASE, | 718.16 | |
| 560-560-55900 | MISCELLANEOUS | NEBRASKA SURVEY REPOSITORY | FILING FEE 15TH ST FROM 27TH AVE TO 22N | 5.00 | |
| 560-560-56020 | OFFICE SUPPLIES | EAKES OFFICE SOLUTIONS | HP730 CARTRIDGES | 46.00 | |
| 560-560-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 42.92 | |
| 560-560-56690 | SALES TAX REMITTANCE | STATE OF NEBR DEPT OF REVE | APRIL 2023 UTILITY SALES TAX | 2,060.21 | |
| Total For Dept 560 STORMWATER UTILITY | | | | 2,929.09 | |
| Total For Fund 560 STORMWATER UTILITY | | | | 2,938.45 | |
| Fund 570 SOLID WASTE DIVISION | | | | | |
| Dept 000 | | | | | |
| 570-000-20100 | SWD-1 | ROSENTHAL EDWARD | UB refund for account: 100-12770-03 | 5.81 | |
| Total For Dept 000 | | | | 5.81 | |
| Dept 570 TRANSFER STATION | | | | | |
| 570-570-52600 | WORKERS' COMPENSATION | LARM (LEAGUE ASSOCIATION C | WORKERS COMPENSATION AUDIT | 2,424.02 | |
| 570-570-52710 | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV | COLLECTION & TESTING | 104.00 | |
| 570-570-52800 | UNIFORMS | JACKSON SERVICES INC | MATS, ROLLER TOWELS, UNIFORMS | 255.28 | |
| 570-570-53200 | PROFESSIONAL SERVICES | OLSON'S PEST TECHNICIANS | PEST CONTROL | 50.00 | |
| 570-570-54310 | BUILDING MAINTENANCE | DEPARTMENT OF CORRECTIONAI | 2-COMPRESSORS, 10KW GENERATOR, BOTTLE C | 600.00 | |
| 570-570-54320 | EQUIPMENT MAINTENANCE | DEPARTMENT OF CORRECTIONAI | 2-COMPRESSORS, 10KW GENERATOR, BOTTLE C | 150.00 | |
| 570-570-54320 | EQUIPMENT MAINTENANCE | NAPA AUTO PARTS OF COLUMBU | 5 GAL HYD FLUID | 154.99 | |
| 570-570-54320 | EQUIPMENT MAINTENANCE | TRACTOR SUPPLY CREDIT PLAN | LITHIUM GREASE | 39.90 | |
| 570-570-54330 | VEHICLE MAINTENANCE | ARNOLD MOTOR SUPPLY | 2 - GROMMET RUBBER | 103.24 | |
| 570-570-54330 | VEHICLE MAINTENANCE | CHROME N' STEEL TRUCK & TF | DIAGNOSE CHECK ENGINE LIGHT | 961.07 | |
| 570-570-54330 | VEHICLE MAINTENANCE | FULL THROTTLE TRUCK & | REMOVE & INSTALL NEW FUEL LINES | 1,026.30 | |
| 570-570-54330 | VEHICLE MAINTENANCE | POMP'S TIRE SERVICE INC. | REPLACE LRI ON TRAILER | 153.00 | |
| 570-570-54550 | LANDFILL DISPOSAL | NORTHEAST NEBRASKA SOLID | LANDFILL CHARGES | 57,559.30 | |
| 570-570-54580 | COMPOSTING | M & L INC | YARD WASTE REMOVAL 4/01/2023 - 4/29/202 | 984.15 | |
| 570-570-56020 | OFFICE SUPPLIES | EAKES OFFICE SOLUTIONS | LASER CARTRIDGE | 467.96 | |
| 570-570-56030 | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC | MATS, ROLLER TOWELS, UNIFORMS | 26.12 | |
| 570-570-56050 | FUEL | MENARDS | FLEX-FABRIC, F/TIP, 2.5 GAL DEF | 37.92 | |
| 570-570-56050 | FUEL | SAPP BROS COLUMBUS INC | FUEL | 8,302.67 | |
| 570-570-56190 | PERSONAL PROTECTIVE SUPP | MENARDS | FLEX-FABRIC, F/TIP, 2.5 GAL DEF | 4.19 | |
| 570-570-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 538.72 | |
| 570-570-56230 | WATER AND SEWER | CITY OF COLUMBUS | WATER & SEWER | 258.88 | |

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| Fund 570 SOLID WASTE DIVISION | | | | | |
| Dept 570 TRANSFER STATION | | | | | |
| 570-570-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAR 27 - APR 26 | 42.75 | |
| Total For Dept 570 TRANSFER STATION | | | | 74,244.46 | |
| Total For Fund 570 SOLID WASTE DIVISION | | | | 74,250.27 | |
| 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 | |

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Fund Totals:

| | |
|---------------------------|--------------|
| Fund 100 GENERAL FUND | 1,194,808.51 |
| Fund 200 STREETS/ENGINEE | 276,530.03 |
| Fund 205 AIRPORT | 5,508.52 |
| Fund 220 COMMUNICATIONS | 7,816.98 |
| Fund 225 COMMUNICATIONS- | 1,554.00 |
| Fund 240 HOUSING REHAB | 206.25 |
| Fund 500 UTILITY SERVICE | 819,642.69 |
| Fund 520 WATER | 40,100.11 |
| Fund 560 STORMWATER UTILI | 2,938.45 |
| Fund 570 SOLID WASTE DIV | 74,250.27 |
| Fund 600 HEALTH INSURANC | 1,160.00 |

Total For All Funds: 2,424,515.81

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

10.A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - May 8, 2023

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE
May 8, 2023

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on May 8, 2023, at 4 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 May 4, 2023, with a copy of the proof of publication being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and members of the city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **Statement of Compliance with Open Meetings Act and Roll Call:** Chair Bahr announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Property, Safety, and Works Committee Members: Council Members Charlie Bahr, Kat Lopez, Prent Roth, and Ron Schilling. City staff members included City Administrator Tara Vasicek, City Engineer Rick Bogus, Public Property Director Doug Moore, and City Clerk Janelle Kline. Also present was Council Member Rich Jablonski.
2. **Right-of-way agreement with Dusters for patio seating at 2804 13 Street.** Vasicek explained that Marilea Hull, owner of Dusters Restaurant, has applied for an easement to include patio seating on the east side of the restaurant and noted that Hull was available to answer questions. A recommendation was made to approve the easement agreement with Dusters with a motion by Roth and a second by Lopez. Bahr, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
3. **Plans and specifications for Frankfort Square improvements.** Vasicek referred to downtown revitalization planning that began nearly two years ago and said RDG Planning & Design (RDG) was hired to conduct a study of downtown needs. RDG held a number of community forums and engaged various stakeholders across the community and concluded that Frankfort Square was under-utilized when there were no scheduled organized events. Discussions were held to determine and create a plan for improvements that would encourage park usage on a daily basis. Vasicek reported that the first phase of the plan includes construction of a parking pad off 26 Avenue for food trucks; an internal sidewalk on the east quadrant connecting existing sidewalks; two concrete pads for picnic tables; relocation of one bench, the UPRR bell structure, and 25 flag pole holders; and removal of one tree. She noted that \$125,000 is budgeted this fiscal year for the first phase and that the Downtown Business Improvement District Board has a number of additional improvements they would like included in the future. Schilling expressed opposition to removal of the tree as it is a significant feature in the park. Schilling and Bahr expressed opposition to the parking pad as they feel the area

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE

May 8, 2023

Page 2

should remain green space. Lopez and Roth expressed support of the improvements as they feel they would be beneficial in attracting people to the downtown area. Jablonski questioned whether the food trucks could be parked behind the stage and it was noted that the trucks would interfere with performances. Marilea Hull, owner of Dusters Restaurant, pointed out the opportunity for people to utilize downtown food businesses to enjoy takeout in the park. Sharon Bahr, 1410 14 Street, expressed opposition to the improvements as she feels the area should remain green space and food trucks would commercialize the park. Vasicek noted that the amount of space marked for the parking pad is insignificant in comparison to the amount of green space in the park. She indicated that she would have the area remarked for those wishing to examine the layout. The motion made by Roth and seconded by Lopez to recommend approval of the plans and specifications for improvements in Frankfort Square failed due to a tie vote. Lopez and Roth voted "Aye" and Bahr and Schilling voted "Nay".

- 4. Adjournment:** The meeting adjourned at 4:28 p.m.

OFFICE OF THE CITY CLERK

: Janelle Kline

10.A.1. Right-of-way agreement with Dusters for patio seating at 2804 13 Street.



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: May 3, 2023

TO: Mayor and City Council Members

FROM: Tara Vasicek, City Administrator

RE: Right-of-Way Easement Agreement for Gottberg Auto Company LLC doing business as Duster's

RECOMMENDATION:

Approve the easement agreement with Gottberg Auto Company LLC

DISCUSSION:

The owner of Duster's located at 2804 13th Street has been provided a ROW Easement Agreement which includes terms required by the city to enter into an easement agreement in order for the business owner to construct and operate an outdoor area within the City right of way. Before the project may be constructed the business owner must apply for a permit with community development which includes a drawing approved by engineering and community development.

The business owner will also be required to follow the rules set by the Nebraska Liquor Control Commission in requesting an outdoor area as part of their liquor license.

FISCAL IMPACT:

None

CONCURRENCE:



 Andy Woehrer, Chief Building and Code Official

 Rick Bogus, City Engineer



To: City of Columbus

Proposal: Fenced in Area for outdoor seating at Dusters

We would like to create an outdoor space for people to enjoy food and drinks. The space would be located outside the pub door along the building. The space proposed will be approximately 40 feet long by 6 ft wide. There will be one gate at the entrance by the pub door. I have spoken with the Fire Marshall who indicated that as long as the space does not hold 50 people or more, we are in compliance with the code and do not need another gate. The fencing leaves plenty of side walk to accommodate wheel chairs.

We likely can accommodate approximately 18 people depending upon the table configuration.

I have had many requests for outdoor seating. Please consider my request as I think it would add the ability to dine outdoors downtown.

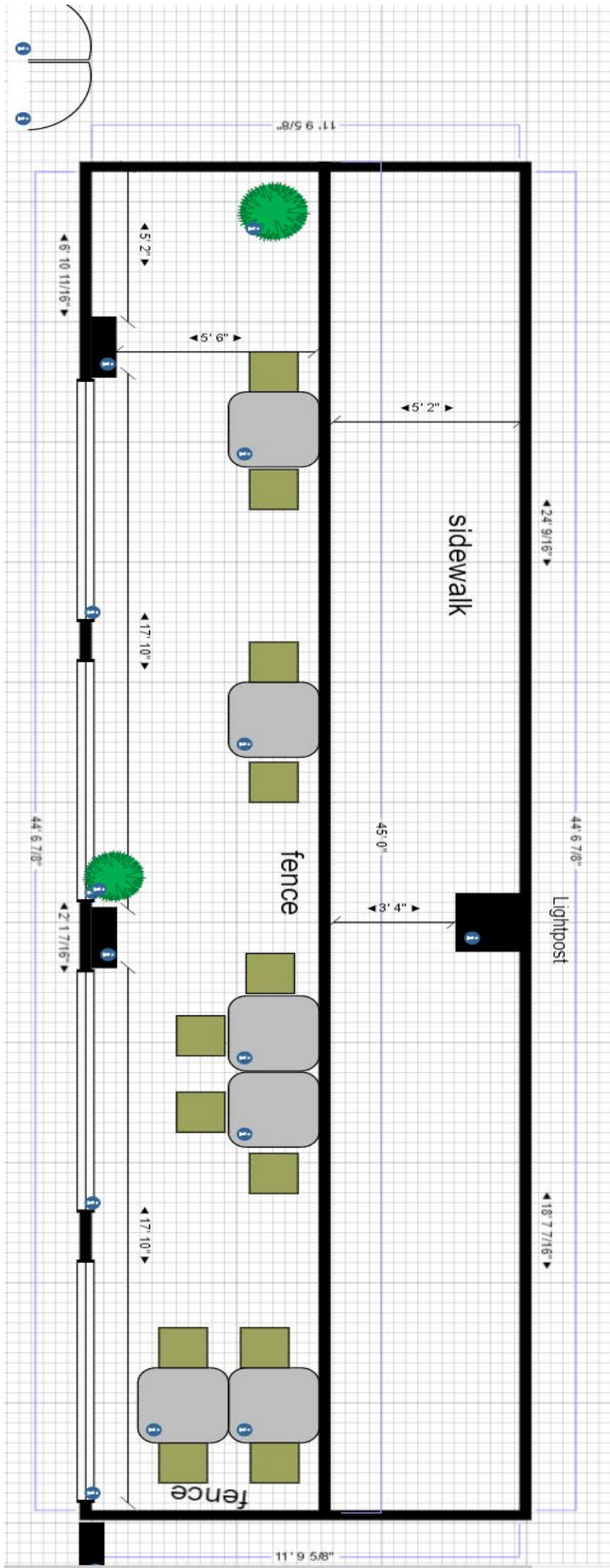
Regards

Marilea Hull

Owner, Dusters



The shaded area is where I want the proposed fenced in area would be located. Plan is on the next page





This is the metal fencing I was planning on. It will be 4 feet high.



We can fit small tables and chairs. This is an example of the table and chairs that I will be putting out there. These are 27 1/2 square which are big enough for 3 people max See the floor plan with layout.

EASEMENT AGREEMENT

This Easement Agreement is made by and between the **City of Columbus**, Nebraska, a municipal Corporation (herein referred to as ‘Grantor’), and **Dusters** (herein referred to as ‘Grantee’).

1. **PURPOSE**. The purpose of this Agreement is to set forth the terms and conditions under which Grantee may construct, maintain, repair, and utilize the following described improvement(s) which will infringe upon real estate or right-of-way owned and/or controlled by Grantor:

To install improvements to the sidewalk for outdoor seating in conjunction with the operation of Grantee’s business (commonly referred to as Dusters Restaurant, and Gottberg Brew Pub). The improvements shall be located on the East side of the building located at 2801 13th Street, Columbus, Nebraska. The size of this area shall be approximately forty (40) feet long and six (6) feet wide. A perimeter fence shall be installed at the sole expense of Grantee. The fence shall be black iron at least thirty-six (36) inches high and have one (1) entrance/exit gate measuring at least forty-two (42) inches wide.

The area of this improvement shall not be used by Grantee for any other purpose then what is contained in this Agreement.

2. **DESCRIPTION OF REAL ESTATE**. Grantee leases a portion of the following described real estate adjacent to Grantor’s real estate and/or right-of-way to which this the Agreement shall apply:

Lots 5, 6, 7, & 8, Block 56 of the Original City of Columbus, Platte County, Nebraska.

3. **GRANTEE’S DUTIES AND RISKS**. It is understood and agreed that Grantee may construct, maintain, repair and utilize the above described improvement at Grantee’s sole risk. Grantee hereby waives any claim for damages against Grantor, its officers, employee, agents and independent contractors for any damage or injury that may result to said improvement. If Grantor, in its sole discretion, determines that any part or all of the improvement must be removed, or is damaged by Grantor, its, employees, agents or independent contractors working for Grantor during the course of their employment or duties with Grantor, then Grantee agrees to assume and pay all costs relating to the replacement or repair of the improvement. Grantee agrees to indemnify and hold Grantor harmless from any and all liability, loss or damage, that Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of, or from this Agreement; including, but not limited to, indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easement and improvement.

4. **PROTECTION OF EXISTING UTILITIES**. Grantee is responsible for locating and coordinating the original construction and future maintenance work on the described improvement. No excavation work will be permitted in the area of underground utility facilities until all such facilities have been located and identified to the satisfaction of all Parties. The excavation must be done with all reasonable care in order to avoid any possibility of damage to the utility facility. Grantee shall be

responsible for any and all damages.

5. RESTORATION OF PROPERTY. If the construction or maintenance of the improvement identified in this Agreement requires excavation of earth, or removal of hard surface, grass, vegetation, landscaping, or any other disruption of the surface of the public right-of-way or neighboring property, Grantee shall restore the surface of the area to the same condition as it existed immediately prior to Grantee's work in the area.

6. APPLICABLE LAW. Grantee shall conform to all existing and applicable ordinances, resolutions, and permit procedures of Grantor. Grantee shall also follow and comply with all other applicable local, state, and federal laws. Nebraska law shall govern this Agreement.

7. LIABILITY INSURANCE. Grantee shall procure, and continuously maintain during the term of Agreement at its sole cost and expense, a policy or policies of comprehensive general liability insurance with not less than the following limits:

| | |
|--|-------------|
| Each Occurrence | \$1,000,000 |
| Damages to Rented Premises (each occurrence) | \$100,000 |
| Medical Payments (any one person) | \$5,000 |
| Personal and Advertising Injury | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products-Completed Operations Aggregate | \$2,000,000 |

Grantor shall be named as an additional insured on these liability insurance policies. Grantee shall provide Grantor with annual certificates from its insurers confirming the existence of the insurance coverage required herein; and, will immediately notify Grantor of any cancellation or lapse of coverage.

8. EFFECTIVE DATE. This Agreement shall take effect the date it is executed by both Parties. It shall continue for an indefinite term, or until such time as it is terminated as provided hereafter.

9. TERMINATION. This Agreement shall terminate upon one or more of the following occurrences:

- A) The service of written notice of the intention to terminate by Grantee and the removal of any improvements infringing upon Grantor's property or right-of-way.
- B) Grantee's application for a permit to alter said improvement, or any part thereof, unless said permit is for work due to an occurrence as in Paragraph 3 of this Agreement and said work has the prior written approval of Grantor.
- C) Grantee's construction or installation of any structure or improvement of any nature upon the real estate or right-of-way owned or controlled by Grantor except as described in this Agreement.
- D) The failure of Grantee to maintain and/or repair the improvement in a condition acceptable to Grantor.

E) The termination or non-renewal of Grantee's lease with the owner of the real estate described in Paragraph 2 above.

F) Grantor may revoke this Agreement at any time for any reason.

Upon termination of the Agreement, Grantee shall be required, and hereby agrees, to remove said improvement from Grantor's real estate and/or right-of-way solely at its own expense and without cost to Grantor. Said removal to occur no later than sixty (60) calendar days after receipt of the notice to terminate or any of the occurrences set forth in Paragraph 9 of this Agreement. Should Grantee fail to do so, Grantor may remove or cause the removal of said improvement and Grantee agrees to reimburse Grantor for all its costs.

10. REAL ESTATE OWNER'S RESPONSIBILITY. This Easement Agreement is conditional upon the owner of the real estate described in Paragraph 2 above consenting to this Agreement and agreeing that in the event Grantee, upon termination of this Agreement for any reason, fails to carry out Grantee's responsibility to remove the improvements from Grantor's real estate in accordance with Paragraph 9 above, said owner shall be responsible for such removal in strict accordance with such provision of said Paragraph 9.

11. NON-WAIVER. No waiver by Grantor of any default shall operate as a waiver of any other default or of the same default on a future occasion.

12. BINDING EFFECT. This Agreement shall extend to and be binding upon any heirs, personal representatives, successors and assigns of the Parties hereto (including guarantors, endorsers, and sureties) of the Parties hereto.

13. 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 which other provisions shall remain in full force and effect.

14. APPLICABLE LAW. The Parties agree that Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties. Grantee agrees to follow all rules and regulations of Grantor's Zoning Code in the operation and maintenance of the improvement.

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

Duly executed this _____ day of _____, 2023, by Dusters:

By: _____
Marilea Hull, Owner and Operator and
Authorized agent of Dusters

Duly executed this _____ day of _____, 2023, by the City Of Columbus:

By: _____
James Bulkley, Mayor of the City Of Columbus

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came Marilea Hull, Owner and Operator and authorized agent of Dusters, known to me to be the identical person who signed the foregoing Easement Agreement and acknowledged the execution thereof to be their voluntary act and deed.

Dated this _____ day of May, 2023.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came James Bulkley as Mayor of The City of Columbus and on behalf of such, known to me to be the identical person who signed the foregoing Easement Agreement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this _____ day of May, 2023.

Notary Public

CONSENT AND AGREEMENT

Double T Realty, Inc, the owner of the real estate described in the foregoing Easement Agreement, hereby consents to such Easement Agreement and to the easement therein granted, and further agrees not to interfere in any way with the ability of the Grantee to carry out its obligations thereunder and make full use of the rights granted therein. The Undersigned owner hereby further agrees that if, upon termination of the Grantee’s leasehold interest or the termination of the foregoing Easement Agreement for any reason, Grantee fails to carry out Grantee’s responsibility to remove the improvements from Grantor’s real estate in accordance with Paragraph 9 of the Easement Agreement, said owner shall be responsible for such removal in strict accordance with such provisions of said Paragraph 9.

Duly executed this _____ day of _____, 2023, by Double T Realty, Inc:

By: _____
_____, as authorized agent of
Double T Realty, Inc

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came _____, as authorized agent of Double T Realty, Inc, known to me to be the identical person who signed the foregoing Consent and Agreement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this _____ day of May, 2023.

Notary Public

10.A.2. Plans and specifications for Frankfort Square improvements.

The City of **Columbus**

MEMORANDUM

DATE: May 3, 2023
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Frankfort Square Improvements 2023

RECOMMENDATION:

I recommend approval of the plans and specifications for the above referenced project. Staff will obtain quotes which will be provided to the city council for approval.

DISCUSSION:

Refer to the attachment for reference. The project consists of constructing a food truck parking pad to be accessed off of 26th Avenue, internal sidewalks in the east quadrant connecting to existing park sidewalks, two concrete pads for placement of picnic tables, and the relocation of one bench (no donation name on the bench).

The work will need to include the removal of one large tree (hackberry), removal and relocation of the UPRR bell structure, removal of about 25 flag pole holders, and resetting of some underground sprinkler heads. Due to the limitations of distances needed between flags, only 11 holders could be reset. The American Legion sets the flags in this east quadrant. An unofficial discussion has been made and a formal meeting will be set, no major issue is anticipated.

Improvements to Frankfort Square was one of the derived concepts from the downtown study.

Design and construction phase services internally by the Engineering Department. If you have any questions or require additional information, please feel free to contact me.

FISCAL IMPACT:

2022-2023 budget CIP 23-001 in the amount of \$125,000

ALTERNATIVE:

Do not approve.

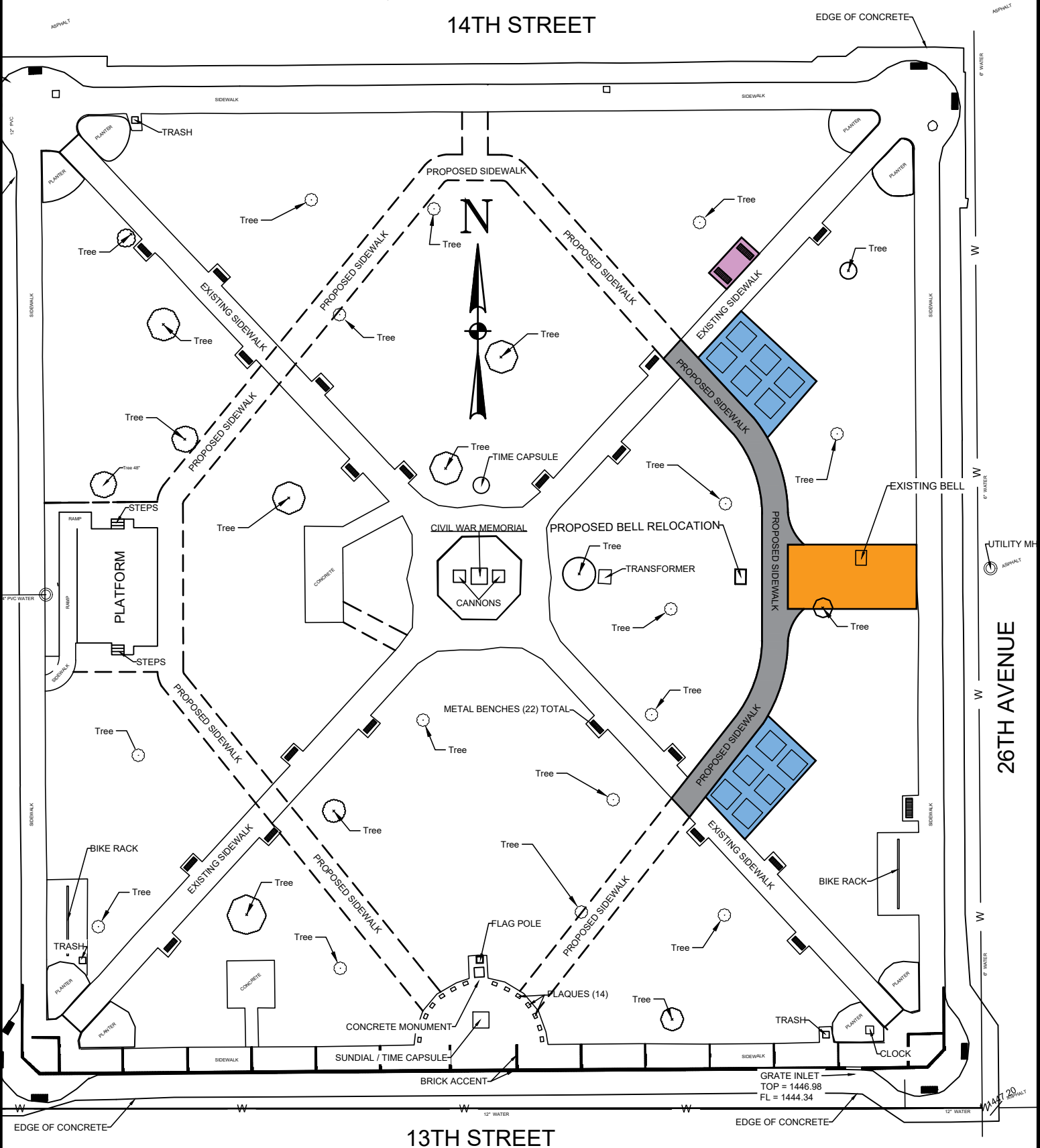
SIGNATURE:

By: Richard J. Bogus

Approved By: _____

FRANKFORT SQUARE CONCEPTUAL DRAWING

14TH STREET



26TH AVENUE

13TH STREET

LEGEND:

-  PICNIC TABLE AREA
-  VEHICLE PAD
-  COMMUNITY BENCH

10.B.PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE - May 9, 2023

PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE
May 9, 2023

A meeting of the Public Finance, Judiciary, and Personnel Committee of the City of Columbus, Nebraska, was convened in open and public session on May 9, 2023, at 4 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 May 4, 2023, with a copy of the proof of publication being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and members of the city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

- 1. Statement of Compliance with Open Meetings Act and Roll Call:** Chair Hiemer announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Finance, Judiciary, and Personnel Committee members: Council Members Beth Augustine-Schulte, Hope Freshour, Troy Hiemer, and Rich Jablonski. City staff members included City Clerk Janelle Kline, Human Resources Director Tammy Orender, Finance Director Heather Lindsley, and Chief Building and Code Official Andy Woehrer.
- 2. Update to Municipal Recognition Program.** Orender explained that the Municipal Recognition Committee currently receives nominations for productivity awards quarterly and would like the program to be amended to receive nominations annually in conjunction with the municipal banquet. A recommendation was made to amend the Municipal Recognition Program to receive nominations for productivity awards annually with up to four awardees being selected to receive a maximum of \$1,000 each with a motion by Jablonski and a second by Augustine-Schulte. Augustine-Schulte, Freshour, Hiemer, and Jablonski voted "Aye" and none voted "Nay".
- 3. Amend Schedule of Fees for code enforcement.** Woehrer noted that code enforcement staff will begin abating nuisances due to limited availability of contractors. He said this will ease the overall cost of abatements as many property owners do not pay the fees. Woehrer pointed out that liens are placed on abated properties; however, it may take several years to recoup the fees. He referred to the towing of vehicles and said the city will charge a \$50 administrative fee along with actual cost of postage and legal fees and Behlen Towing and Mike's Towing will remove vehicles and invoice the owner directly for the service. Woehrer explained that the proposed hourly rates for weed abatement and removal of snow and ice was based on actual wages and benefits and concurrence of the committee was that the hourly rates should also include equipment fees. Discussion followed with regard to the number of abatements per year and the amount of fees collected and it was noted that staff will prepare a report with this information and submit to the city council. A recommendation was made to amend

PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE

May 9, 2023

Page 2

the Schedule of Fees for code enforcement as presented with the addition of an equipment fee for weed abatement and removal of snow and ice with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Freshour, Hiemer, and Jablonski voted "Aye" and none voted "Nay".

4. **Adjournment:** The meeting adjourned at 4:17 p.m.

OFFICE OF THE CITY CLERK

:Janelle Kline

10.B.1. Update to Municipal Recognition Program.



The City of **Columbus**

HUMAN RESOURCES DEPARTMENT

Human Resources • Risk Management

Office (402) 562-4243 • Fax (402) 563-1380

DATE: April 20, 2023
TO: Tara Vasicek, City Administrator
FROM: Tammy Orender, Human Resource Director
RE: Municipal Recognition Program

RECOMMENDATION:

Changing a couple procedures to the Productivity Award.

DISCUSSION:

Currently nominations are sent out quarterly and the Committee meets to review the nominations that were submitted and selects those that qualify for the award. Of those that qualify, the committee determines how much money they should be awarded. The committee has a total of \$1000.00 to disperse between the nomination that were selected. I recommend changing to annual nominations and the Committee can select up to four nominations and each can receive up to \$1000.00 max.



MUNICIPAL RECOGNITION PROGRAM

City of Columbus, Nebraska

I. SCOPE AND PURPOSE:

The Municipal Recognition Program has been established to recognize those City employees and citizens who have performed or provided a notable act, achievement, or service for the City of Columbus, Nebraska. Any employee (full-time, part-time, or temporary) of the City or any citizen of the City involved in civic affairs may be nominated and may participate in the program.

II. CATEGORIES:

The Recognition Program is structured to recognize a wide variety of achievements on the part of individual employees, the team efforts of departments, and the contributions made by citizens to the successful operation of municipal services. Persons are eligible to be nominated for and to receive recognition in the following categories:

- A. **Citizen Volunteer Service Recognition.** This award may be given to recognize the civic contributions made by a citizen(s) such as a member of an advisory board, committee, commission, or other department operation.
- B. **Award of Valor.** An employee(s) who performs an act of heroism in the face of personal injury or risk of life to the employee, whether or not it is performed during his/her normal working hours, may receive this citation.
- C. **Exemplary Service Award.** Awards may be given to those employees who have consistently, over a period of time, demonstrated excellent performance and productivity, loyalty, professional pride and other noteworthy accomplishments. A municipal employee who consistently exemplifies the values and professional standards of this organization in his/her daily performance may be nominated for this award.
- D. **Productivity Award.** The purpose of this quarterly award is to encourage and to recognize productivity improvement of government services by City of Columbus employees.

- E. **Recognition of Service.** Employees are recognized for their years of service to the City. Employees receive an award for the following years of completed service: 5, 10, 15, 20, 25, 30, 35, 40, 45, and 50.
- F. **Recognition of Retirement.** An employee retiring from service from the City of Columbus will receive this award.
- G. **Continuing Education Award.** This award will be given to encourage employees to obtain additional education as appropriate for their position.

III. PROCEDURES:

The information on this Municipal Recognition Program will be posted in all departments and will be available from the Department Head or the Human Resources Director, City Hall, 2424 14 Street, Columbus, NE 68601.

Department Heads will be responsible for the publicity of the program within their department. It is the responsibility of the Department Heads to ensure that each employee is aware of the program and understands the procedures to be followed in submitting an entry. Department Heads will date each entry, as it is received and forward entries to the Municipal Recognition Committee, in care of the Office of City Administrator, City Hall. Department Heads may be asked to assist the Municipal Recognition Committee in the evaluation of entries.

- A. **Citizen Volunteer:** Nominations will be received on the approved form anytime up to 60 days prior to the annual Municipal Recognition Program. Any citizen or employee may nominate a citizen involved on a City board, committee, or department activity. The award will be in the form of a plaque or similar form of award product. The decision of who receives a Citizen Volunteer Award rests with the Municipal Recognition Committee.

- B. Award of Valor:** Nominations will be received on the approved form anytime up to 60 days prior to the annual Municipal Recognition Program. Any citizen or employee may nominate a City employee for this award. The Department Head who supervises the nominated City employee will also provide a short confirmation statement for the Municipal Recognition Committee, which makes the award decision. The award will be in the form of a plaque or similar award.
- C. Exemplary Service Award:** Nomination forms will be received on the approved form anytime up to 60 days prior to the annual Municipal Recognition Program. Any citizen or employee may nominate a full-time or part-time City employee for this award. The Department Head supervising the nominated employee for this award should also provide a short confirmation statement for the Municipal Recognition Committee which makes the decision.

This award is given to recognize those employees who make significant contributions to the goals of the City by consistently demonstrating work performance clearly above and beyond what is normally required to meet the standards of their positions. The award will include a plaque and a monetary award of \$125, which will be added to the employee's taxable income. At the Municipal Recognition Banquet, the employee will receive a plaque and \$100 in Columbus Bucks. The remaining \$25 will be credited towards the employee's taxes.

- D. Productivity Award:** Applications will be received and reviewed for this award on a ~~quarterly~~ **annual** basis on the approved form.
- Nomination forms will be sent out at the end of the 3rd quarter.** Entries should be submitted to the immediate supervisor, who will forward them on to the Department Head with appropriate comments. The Department Head will then forward them to the Office of City Administrator.
 - All forms received in the Office of the City Administrator on or before the **due date listed on the notice** ~~last working date of each quarter of the calendar year~~ are eligible for **that the annual quarter's** awards.

3. In order for a suggestion to become eligible for a Productivity Award, it should be of such a nature, when implemented, to result in one or more of the following:
 - a. Savings in time or materials.
 - b. Improvement in procedures.
 - c. Improvement in tools or equipment.
 - d. Increased efficiency.
 - e. Elimination of hazards to personnel.
 - f. Improvements in public service without increased costs.
4. Any suggestion which falls within any of the following categories, shall not be eligible for an award.
 - a. A suggestion that does not pertain to the City of Columbus.
 - b. A request for additional equipment of a common nature or for obvious replacements, repairs, and maintenance.
 - c. Any suggestion which, in the opinion of the Committee, duplicates or is very similar to any suggestion received previously.
 - d. Any suggestion for a change that was already under consideration prior to the receipt of the suggestion.
 - e. Any suggestion which fails to offer a constructive solution to any problem.
 - f. Petitions or anonymous suggestions.
5. Up to **four (4) entries with a max \$1,000 per entry** will be available each year ~~to be distributed proportionally~~ as to the value of the suggestion as determined by the Municipal Recognition Committee.

6. In the case of duplicate entries, the entry that is received first by the Office of City Administrator will be the only entry considered for an award. The Office of City Administrator will enter the date and time all entries are received.
7. The Municipal Recognition Committee will evaluate all entries for ~~quarterly~~ **annual** awards and will make constructive suggestions available to all departments who can implement the suggestion(s). The Municipal Recognition Committee will acknowledge all signed entries.
8. All employees of the City of Columbus are eligible to receive awards except the following:
 - ° Department Heads
 - ° Employee(s) conducting research and/or development or assigned to a job requiring the solution of a specific problem where the suggestion submitted is found.

- E. Service Awards** shall be based on total years of service computed annually through the end of the calendar year in which the award is given.

No credit shall be given for employment with the City terminated by dismissal. Any employee who is dismissed, and later reemployed with the City, shall not receive credit for previous employment with the City until after five (5) years of continuous reemployment. Employees will be presented with appropriate service awards at the Municipal Recognition Banquet.

- F. Retirement Awards** will be granted to all employees who are at least age 55 and who retire in good standing with more than ten (10) years of total service. This will include a gift at his/her retirement tea and a plaque at the Municipal Recognition Banquet immediately following retirement.

- G. Continuing Education Recognition** will be given to those employees who, after approval by their Department Head, qualify for a state certification or receive a college degree or other significant evidence of advanced training. This recognition will not be given for required training. For those who receive a bachelors or advanced degree, an amount of \$125 will be paid to the employee in the same manner as for the Exemplary Service Award. Final approval must be given by the Municipal Recognition Committee.

III. MUNICIPAL RECOGNITION COMMITTEE:

The Municipal Recognition Committee shall be appointed annually by the Mayor and will consist of:

- Two City Council Members
- City Administrator
- Five representatives from various City Departments (not more than two shall be Department Heads)
- One citizen at large.

It is the responsibility of the Municipal Recognition Committee to review the award nominations and make the final determination as to who will receive the award.

IV. SELECTION PROCESS:

The Municipal Recognition Committee will evaluate each nomination based on its merit and stated awards criteria. An award in any category may be given to one or more persons, or to no person in a given year, based upon the determination of the Municipal Recognition Committee.

V. PUBLICITY:

Award recipients will be announced and awards will be presented at the Municipal Recognition Banquet. Every attempt should be made to publicize the presentation of an award.

MUNICIPAL RECOGNITION PROGRAM

CITY OF COLUMBUS, NEBRASKA

Nomination for Citizen Volunteer Service Recognition

This award may be given to recognize the civic contributions made by a citizen(s) such as a member of an advisory board committee and/or committees.

Nominee's Name: _____

Nominee's Address: _____

Nomination Submitted By: _____

Reason for nominating this person for this award:

Please return this nomination form to the Office of City Administrator, City Hall Building, Columbus, NE 68601.

MUNICIPAL RECOGNITION PROGRAM

CITY OF COLUMBUS, NEBRASKA

Nomination for Award of Valor

This award may be given to an employee(s) who performs an act of heroism in the face of personal injury or risk of life to the employee or another person, whether or not it is performed during his/her normal working hours.

Nominee's Name: _____

Nominee's Address: _____

Nomination Submitted By: _____

Reason for nominating this person for this award:

Please return this nomination form to the Office of City Administrator, City Hall Building, Columbus, NE 68601.

MUNICIPAL RECOGNITION PROGRAM

CITY OF COLUMBUS, NEBRASKA

Application for Productivity Award

This award may be given to an employee(s) who participates constructively in the various departments by providing concepts and ideas, which conceivably would reduce costs, improve work performance, and provide better service to the community.

Employee's Name: _____

Department: _____

Submitted By: _____

This Productivity Award results in which of the following; check appropriate item and detail in narrative.

- Savings in time or materials.
- Improvements in procedures.
- Improvements in tools or equipment.
- Increased efficiency.
- Elimination of hazards to personnel.
- Improvements in public service without increased costs.

How will this concept benefit the City operations and/or its citizens?

Please return this nomination form to the Office of City Administrator, City Hall Building, Columbus, NE 68601.

MUNICIPAL RECOGNITION PROGRAM

CITY OF COLUMBUS, NEBRASKA

Nomination for Exemplary Service Award

This award may be given to those employees who have demonstrated excellent performance and productivity, loyalty, professional pride, and other noteworthy accomplishments. A municipal employee who consistently exemplifies the values and professional standards of the City of Columbus in his/her daily performance may be nominated for this award.

Nominee's Name: _____

Nominee's Address: _____

Nomination Submitted By: _____

Reason for nominating this person for this award:

Please return this nomination form to the Office of City Administrator, City Hall Building, Columbus, NE 68601.

10.B.2. Amend Schedule of Fees for code enforcement.

The City of **Columbus**

MEMORANDUM

DATE: May 3, 2023
FROM: Andy Woehrer, Chief Building and Code Official
TO: Mayor and City Council
RE: Code Enforcement fee changes

RECOMMENDATION:
I recommend approval of attached fees.

DISCUSSION:
Due to limited availability of contractors who do this work, the 2 City Code Enforcement personnel will begin abating various nuisances. For this reason, we need to update the fee schedule to reflect the true cost of personnel time.

ALTERNATIVE:
Stop abating nuisances

SIGNATURE:

Approved By: Andy J Woehrer
Andy Woehrer, Chief Building and Code Official

Approved By: _____
Tara Vasicek, City Administrator

COMMUNITY DEVELOPMENT – CODE ENFORCEMENT

Nuisances:

| | |
|---|---|
| Abatement of Nuisance/Rubbish | \$100 per hour (minimum of \$100) (including postage, dumping fees, legal fees that may apply, and \$50 administrative fee) |
| Weed Abatement | Actual cost \$85 per hour (including postage, dumping fees, legal fees that may apply, and \$50 administrative fee) |
| Removal of Snow & Ice | \$100 \$85 per hour (minimum of \$100) (including postage, material costs, and legal fees that may apply, and \$50 administrative fee) |
| Automobile Parking & Storage Restrictions | \$100 per hour (minimum of \$100) Refer to Police: Impounded Vehicle fees page 35. |

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

12. **REPORTS ON LEGISLATION - None**

13. **NEW BUSINESS**

13.A.Appointment of Jayden French as police officer.

MEMORANDUM

DATE: May 11, 2023

TO: City Council Members

FROM: James B. Bulkley, Mayor

SUBJECT: Appointment

With your permission, I wish to submit the name **Jayden French** for conditional appointment as Police Officer, subject to successful completion of all tests and training. The Civil Service Commission certified this candidate at their March 22, 2023 meeting. Per Council Rules, the two-week waiting period for the appointment of a Police Officer is waived.

Jayden French is a graduate of Columbus High School. He attends Central Community College, taking coursework in Criminal Justice. He is currently employed at the Columbus Family YMCA as the Building Supervisor. He has also been serving as an Intern at the Columbus Police Department, observing and assisting with different duties around the department.

Mr. French will attend the Nebraska Law Enforcement Academy and the Columbus Police Department's Field Training course. This is a budgeted position.


James B. Bulkley, Mayor

13.B. Application of Quail Meadows, LLC for preliminary plat of Quail Meadows Addition (south of 1 Street between 10 Avenue and 14 Avenue). (Planning Commission recommends approval.)

The City of **Columbus**

MEMORANDUM

DATE: May 3, 2023
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Quail Meadows Addition – Preliminary Plat

RECOMMENDATION:

I recommend the approval of the preliminary plat of Quail Meadows Addition as it is amenable with the adjacent land use, consistent with the Quail Meadows area master plan, and is in accordance with the Unified Land Development Ordinance.

DISCUSSION:

The addition consists of 66 residential lots, paving and utility extensions, and a Quail Meadows regional stormwater treatment facility.

Additional requirements, notifications, approvals, and coordination is required before the final plat will be recommended for review and approval. The preliminary plat does not review or approve the utility and paving layout for the project.

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

FISCAL IMPACT:

Minor costs for street and utility maintenance.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: Andy Woehrer

SIGNATURE:

By: Richard J. Bogus

Approved By: _____

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

DATE: March 20, 2023

NAME OF SUBDIVISION: Quail Meadows Addition

NAME OF PROPERTY OWNER: Quail Meadows, LLC

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Roger D. Nadrchal

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 213 South 1st Street, Norfolk, NE 68701


PHONE NUMBER: 402-379-3311

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: nwnen@nwnen.org

NUMBER OF LOTS IN SUBDIVISION: 64

ADDRESS OF SUBDIVISION: South of 1st Street, between 10th and 14th Avenues

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



Owner or Owner's Representative



Attorney / Legal Counsel for Applicant
Matthew S. McKeever, NE #21680

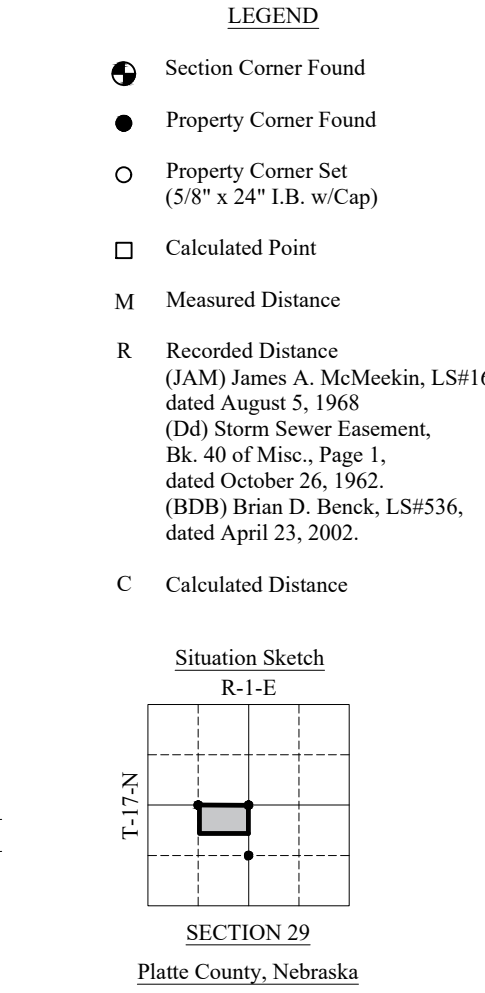
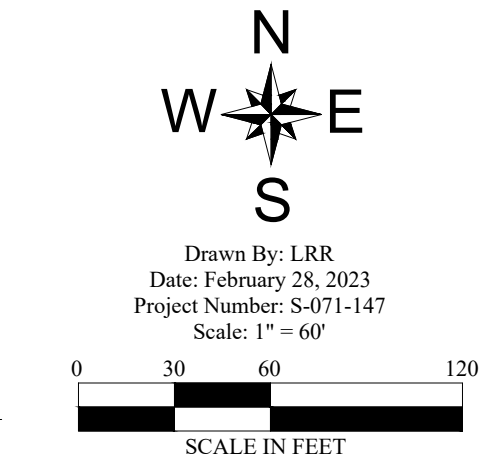
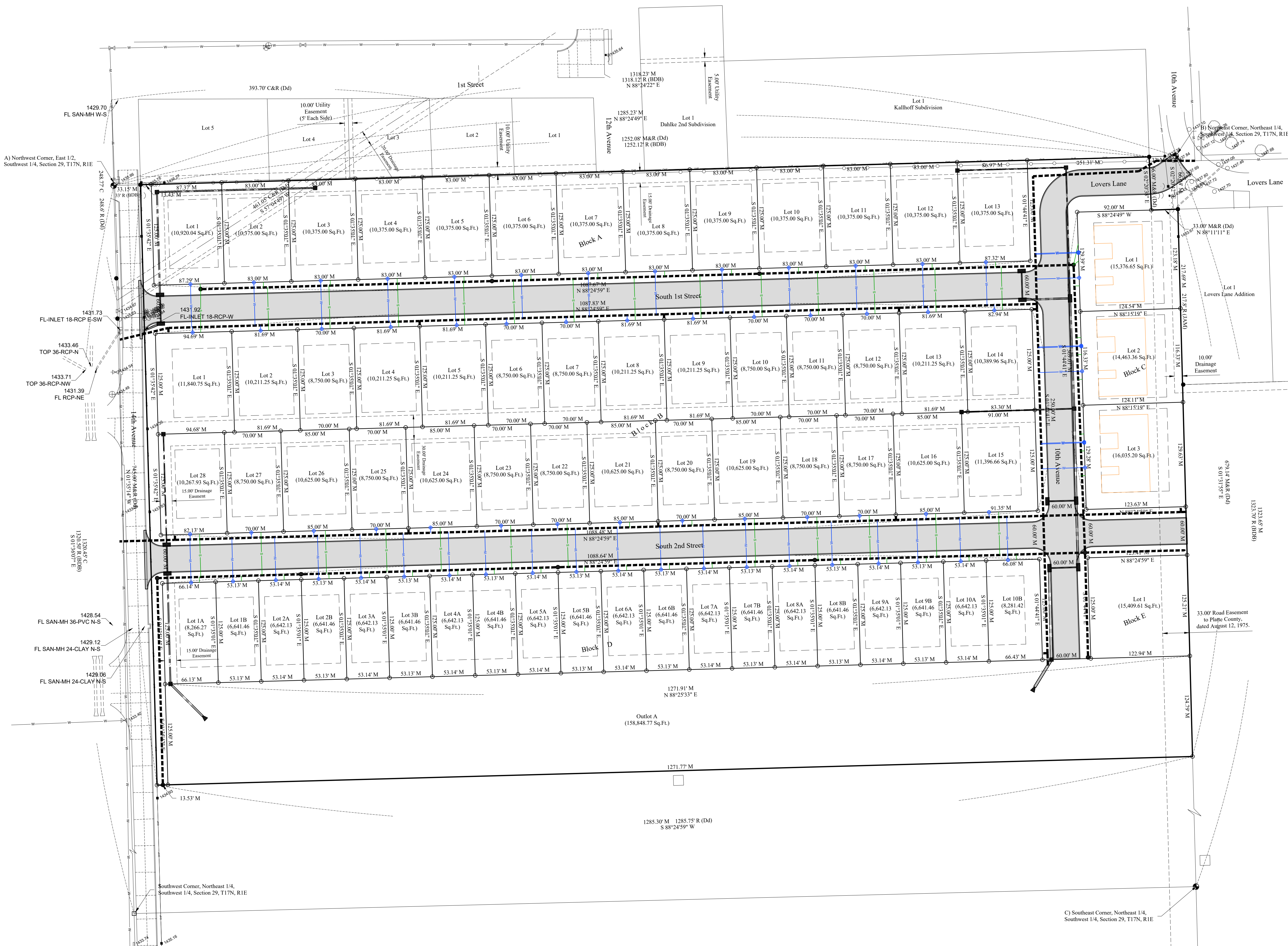
Development Agreement submitted on: March 20, 2023

City Attorney

Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com

PRELIMINARY PLAT
QUAIL MEADOWS ADDITION
 A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of
 Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska.



DEVELOPER:
 NeighborWorks Northeast Nebraska
 213 S. 1st Street
 Norfolk, NE 68701
 Phone: 402-379-3311

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

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

Zoning:
 Existing Zone: RR - Rural Residential
 Proposed Zone: R2 - Two-Family Residential &
 R3 - Multiple-Family Residential

| Zone | Front Setback | Street Side Setback | Rear Setback |
|---------|---------------|---------------------|--------------|
| Zone R2 | 20' | 20' | 25' |
| Zone R3 | 20' | 20' | 25' |

FIELD NOTES

A) Northwest Corner, Northeast 1/4, Southwest 1/4, Section 29, T17N, R1E: Found 1" Iron Pipe. 71.84' SE to "X" Nails in Power Pole. 1.5' West to 4" Iron Pipe filled with Concrete. 33.00' East to 3/4" x 3/4" Iron Pipe. On range of fence line east.

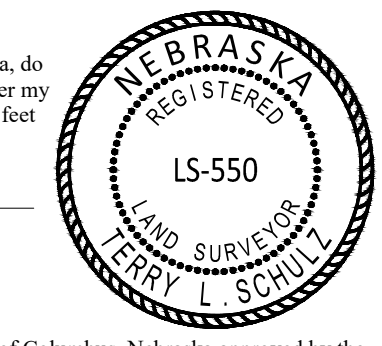
B) Northeast Corner, Northeast 1/4, Southwest 1/4, Section 29, T17N, R1E: Found 1" Iron Pipe. 46.20' NW to Nail in Disk in Top of Fence Post. 40.00' NE to Center Valve Nut on Fire Hydrant. 38.97' SE to "X" Nails in Power Pole. On centerline of 10th Avenue, North. 36.0' South to Centerline of Lovers Lane East.

C) Southeast Corner, Northeast 1/4, Southwest 1/4, Section 29, T17N, R1E: Found 7/8" Iron Pipe. Corner fall in field. No ties available.

LEGAL DESCRIPTION
 A tract of land located in the East 1/2 of the Southwest 1/4 of Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
 Commencing at the Northwest corner of the East 1/2 of the Southwest 1/4 of Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska; thence N 88°18'31" E on the North line of the East 1/2 of said Southwest 1/4, 33.15 feet to the Point of Beginning; thence N 88°24'59" E on said North line, 1252.08 feet; thence S 02°20'38" E, 66.00 feet; thence N 88°11'11" E, 33.00 feet to a point on the East line of said Southwest 1/4; thence S 01°31'55" E on said East line, 679.14 feet; thence S 88°24'59" W and parallel to said North line, 1285.30 feet to the East Right-of-Way line of 14th Avenue; thence N 01°35'14" W on said East Right-of-Way line, 745.00 feet to the Point of Beginning, containing 21.94 acres, more or less.

SURVEYOR'S CERTIFICATE
 I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on February 21, 2023 also that all dimensions are in feet and are correct to the best of my knowledge and belief.

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

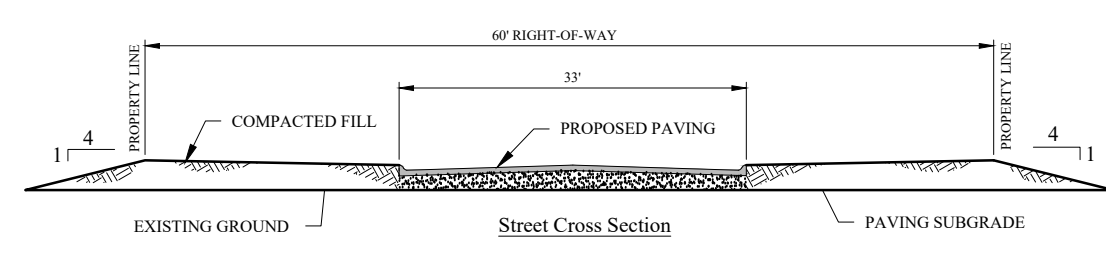


COLUMBUS, NEBRASKA PLANNING COMMISSION
 This Preliminary Plat of QUAIL MEADOWS ADDITION to the City of Columbus, Nebraska approved by the Planning Commission on this _____ day of _____, 2023.

Chairman _____

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

Mayor _____ City Clerk _____





815



904

THE KOPANG'S



902



900



900









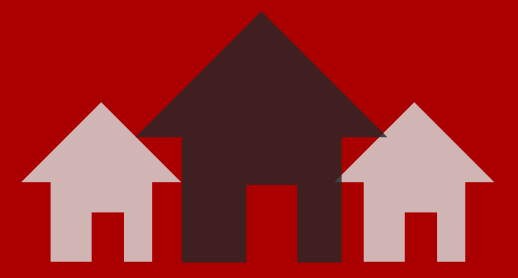


NOR-PARK

SUBDIVISION



© Nor-Park Development, LLC 2019.





Nor-Park Subdivision



Home Size

Minimum square footage requirements for each home type have been established.

Approval Guidelines

Each builder shall submit plans for review to the Approval Authority Committee. Upon approval, builder may proceed with construction.

House Plans

Single-Family builders can design their own plans.

Construction Timeline

Homes must be built within 12 months of acquiring lot.

Homebuyer Incentive

Single-Family only
\$5,000 closing cost assistance grant

Home Owners Association

Townhomes and tri-plexes only



This document serves as a general communication for Nor-Park Subdivision. The information presented in this document is subject to change without notice or obligation and at the sole discretion of the LLC.
© Nor-Park Development, LLC 2019.



partners:



For more info, contact:

NeighborWorks NE Nebraska
402-379-3311
NWNEN@NWNEN.org





13.C. Application of Micek Brothers, LLC for special designated liquor license on 25 Avenue from 70 feet north of 12 Street to 12 Street, from 9 p.m. to 12 a.m. August 3, 6 p.m. to 12 a.m. August 4, and 10 a.m. to 1 a.m. August 5, 2023, for 100-year anniversary party.

Special Designated License
Local Recommendation (Form 200)

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

FILED

APR 24 2023

**CITY CLERK
COLUMBUS, NEBR**

Micek Brothers LLC
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

2506 12th st Columbus NE 68601
Retail Liquor License Address or Non-Profit Business Address

069074
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): Aug 3rd Aug 4th Aug 5th _____

Event Start Time(s): 9 PM 6 PM 10 AM _____

Event End Time(s): 12 AM 12 AM 1 AM _____

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Micek's

Event Street Address/City: 2506 12th st Columbus, NE 68601

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 70' X 20' (Diagram Form #109 must be attached)

Type of Event: 100 Year Anniversary Party Estimate # of attendees: 200

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Jon Micek Event Contact Phone Number: 402-910-3155

Event Contact Email: _____

*Signature Authorized Representative: _____ Printed Name _____

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

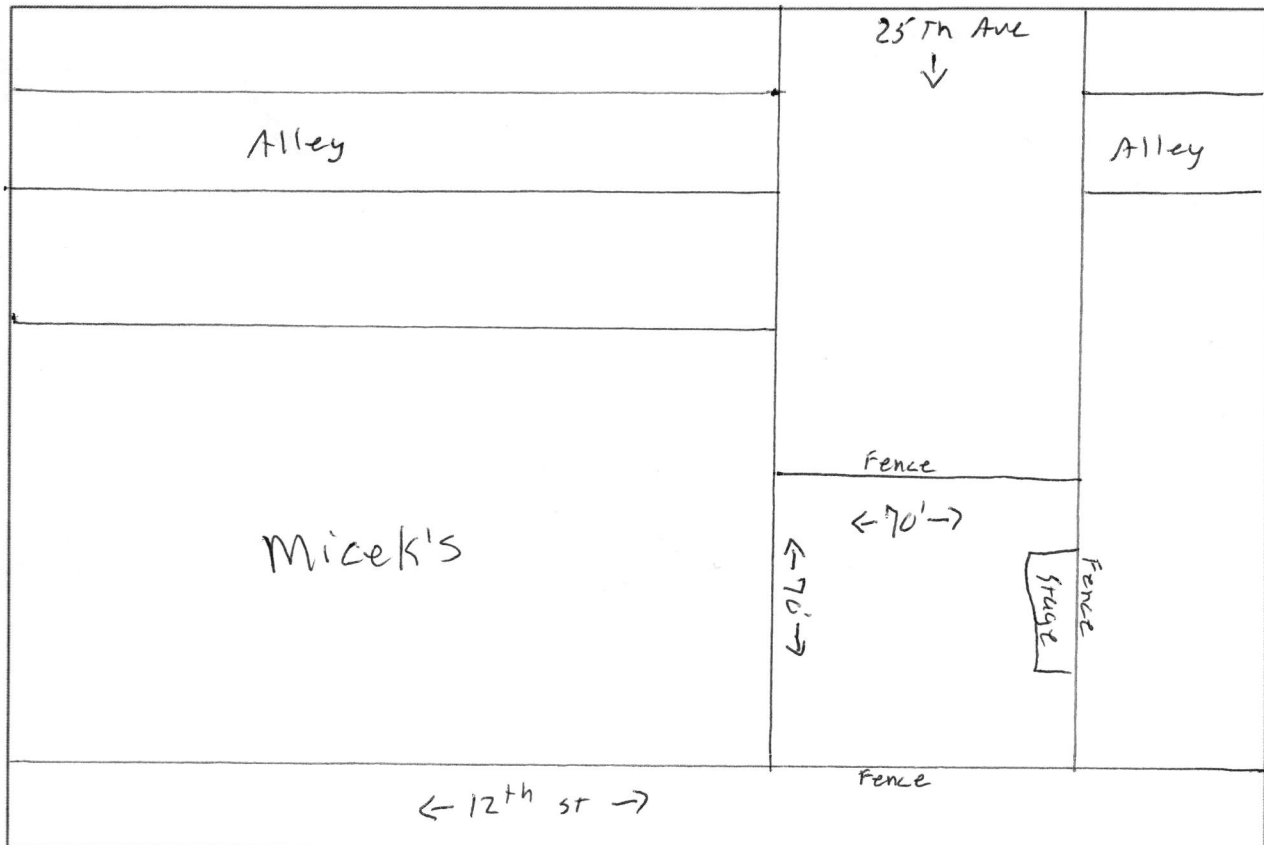
Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED we will have security guards patrolling area

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:





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: MAY 2ND, 2023

SUBJECT: LIQUOR LICENSE
APPLICATION FOR SPECIAL DESIGNATED LICENSE
MICEK'S BAR
2506 12TH STREET
COLUMBUS, NEBRASKA
JON MICEK, EVENT CONTACT

This application for a special designated license is for the purpose of serving beer, wine, and spirits to attendees of a 100 year anniversary party on August 3RD (8PM-12AM), August 4TH (6PM-12AM), and August 5TH (10AM-1AM), 2023. This event will be supervised by Jon Micek. It is expected that approximately 200 people will attend this event. Investigator Haynes spoke with Jon Micek about this event.

Wristbands will be issued to those that are 21 and older, and they are the only ones that will be allowed to be served alcohol. They will allow individuals in who are under 21, but they will not be given a wristband or be served. All alcohol will be served inside the walls of the bar and not in the fenced in area. Only individuals age 19 and older will be serving alcohol. All of their employees will be aware of the law and what is expected of them. All alcoholic beverages being served will be under adult supervision at all times. There will be security walking around the event.

This report will serve as notice that local law enforcement has been informed in advance of this event. The Columbus Police Department recommends approval of the Special Designated Liquor License.



City of Columbus Special Event Permit Application

Answer all questions completely. Inaccurate or incomplete responses may result in the denial of a permit. **For the protection of the City of Columbus and its assets, and for the overall success of the event in question, the City of Columbus Special Event Committee reserves the right to make exceptions to or to impose additional requirements to the policies stated herein, based on individual circumstances.**

| EVENT SPONSOR/APPLICANT/RESPONSIBLE PARTY INFORMATION | | | |
|---|---------------------|---|--|
| 1. NAME: <i>Jon Micek</i> | | 2. TODAY'S DATE: <i>4/24/23</i> | |
| 3. ADDRESS: | | 4. EMAIL: | |
| 5. CITY: <i>Columbus</i> | 6. STATE: <i>NE</i> | 7. ZIP CODE: <i>68601</i> | |
| 8. DAY PHONE: | | 9. CELL PHONE: <i>402-910-3155</i> | |
| 10. COMPANY/ORGANIZATION NAME, IF APPLICABLE: <i>MICEK'S</i> | | | |
| 11. COMPANY ADDRESS/CITY/STATE/ZIP: <i>2506 12th St Columbus, NE 68601</i> | | 12. COMPANY PHONE: <i>402-564-3097</i> | |
| 13. NAME OF ALTERNATE CONTACT PERSON: | | 14. ALTERNATE'S CELL PHONE: | |

| EVENT INFORMATION | |
|---|--|
| 15. EVENT NAME: <i>MICEK'S 100 Year Anniversary Party</i> | |
| 16. EVENT LOCATION: <i>MICEK'S 25th ave</i> | |
| 17. ESTIMATED # OF PARTICIPANTS: <i>40</i> | 18. ESTIMATED # OF SPECTATORS: <i>100+</i> |
| 19. ACTUAL EVENT DATE(S): <i>August 3, 4, 5</i> | 20. ACTUAL EVENT TIME(S): <i>3rd 9pm-12am 4th 6pm-12am 5th 10am-1am</i> |
| 21. EVENT SETUP DATE(S): <i>August 3</i> | 22. EVENT SETUP TIME(S): <i>August 3 12:00 pm</i> |
| 23. EVENT TEAR-DOWN DATE(S): <i>August 6</i> | 24. EVENT TEAR-DOWN TIME(S): <i>August 6 12:00 pm</i> |
| 25. ADDITIONAL DOCUMENTS ATTACHED – Check as applicable: | |
| <input checked="" type="checkbox"/> Checklist (Pg 8 – 9) <input checked="" type="checkbox"/> Acknowledgement of Contact (Pg 10) <input checked="" type="checkbox"/> Site Plan (Pg 11) <input type="checkbox"/> List of Vendors (Pg 12) <input checked="" type="checkbox"/> Street Closure Request Consent Form (Pg 13) <input checked="" type="checkbox"/> Certificate(s) or Proof of Liability Insurance (see instructions on Pg 2) | |

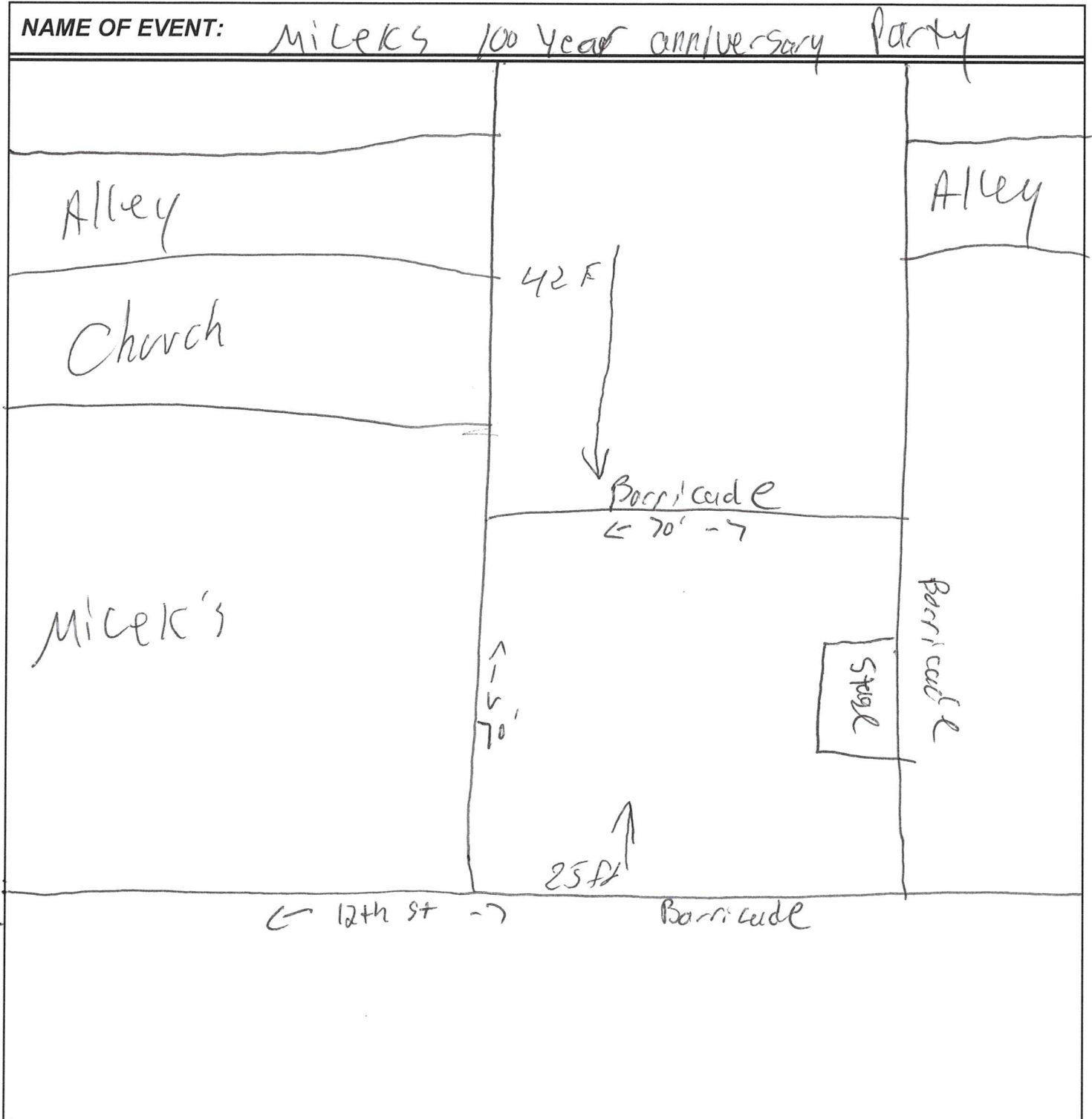
26. Please provide a **detailed description** of the event, using a separate sheet of paper if necessary.

We will be celebrating our 100 year anniversary with a DJ on August 3 from 9pm-12am. On August 4th we will have 2 bands play from 6pm-12am. August 5th we will have bands from 10am-1am. We would close off 25th ave from 12th St to the alley to the north. We will have a stage set up on the east side of the avenue



SITE PLAN

Draw a detailed site map, placing all tents, stages, activities, booths, portable toilets, gates, cooking equipment & fences, including the approximate sq. ft. area to be used. Attach additional sheets if necessary.





City of Columbus Special Event Permit Application

APPLICANT ACKNOWLEDGMENT

I, the Event Sponsor, agree to indemnify and defend the City of Columbus, its officials, agents and employees (the "Indemnities") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses resulting from, arising out of, or relating to any negligence or intentional misconduct by the applicant of the sponsoring organization, its officers, employees, or any person under its control in connection with this permit.

As applicable, I, or the organization acting as the Event Sponsor, have provided within this application, the required insurance which will cover all losses that may occur at the event, and to, by and between the Event Sponsor and the Volunteers. All Vendors have provided their own insurance, unless otherwise stated. (Per Definitions of Event Sponsor, Vendor, and Volunteer on Pg 2)

I affirm that all answers given and statements made on this application are complete and true to the best of my knowledge and beliefs. I have read and understand the terms and conditions outlined in this application. Failure to comply with the conditions of the special event application may result in revocation of current and future applications. I agree to be bound by the above terms as a condition to the issuance of the Special Event Permit.

The undersigned person, as the Applicant, does hereby agree and represent that he or she is legally capable to sign this application, and to lawfully bind the Applicant (and the Applicant's Organization, if applicable) as the Event Sponsor to the terms and conditions herein.

Jon Micek
NAME OF APPLICANT

Micek's
NAME OF ORGANIZATION

Jon Micek
SIGNATURE OF APPLICANT

4/24/23
DATE

Before submitting your application, please make sure that the following steps have been completed. Have you:

- Signed and dated your application?
- Provided *all* documents and information as requested in this application?
- Submitted required Certificate(s) of Insurance?

Submit the completed application to:

City of Columbus
2424 14th Ave. PO Box 1677
Columbus, NE 68602
betsy.eckhardt@columbusne.us
Phone: (402) 562-4232

FOR OFFICIAL USE ONLY

Approved by Administration:

Approved by Parks & Recreation (if applicable):

Yanick
City Administrator
5/2/23
Date

Public Property Director
Date

Approved by Police Department (if applicable):

Approved by Public Works (if applicable):

Charles L. Sherer
Chief of Police
5/2/23
Date

Public Works Director
Date



City of Columbus Special Event Packet CHECKLIST

PLEASE CHECK ALL THAT APPLY TO YOUR EVENT.

See **ACKNOWLEDGEMENT OF CONTACT** (Pg 10) for contact information of applicable City Departments.

| | | |
|---|-----------------------------------|-----------|
| NAME OF EVENT | MICK'S 100 Year Anniversary Party | |
| Reservation of a City Park for event (if Yes, check which one. Possible fees apply.) <input type="checkbox"/> Frankfort Square <input type="checkbox"/> Pawnee Park <input type="checkbox"/> Bradshaw Park <input type="checkbox"/> Centennial Park <input type="checkbox"/> Gerrard Park <input type="checkbox"/> Glur Park <input type="checkbox"/> Wilderness Park <input type="checkbox"/> Sunset Park <input type="checkbox"/> Other small neighborhood park _____ (name of park) <input type="checkbox"/> Public Entertainment District _____ (name of district) | YES | NO |
| Description of Event: 100 year anniversary party August 3-5. Thursday 8/3 we will have a DJ from 9pm - 12am. 8/4 we will have bands from 6pm - 12am. 8/5 we will have bands from 10am - 1am | | |
| Reservation of a shelter within a City Park – fees apply | | X |
| Wedding in a City Park – fee applies | | X |
| Electricity – fees apply, payable at the City Clerk’s office | | X |
| Participants in addition to Event Sponsor: Attach <i>LIST OF VENDORS</i> (Pg 12). <u>All must have the required Liability Insurance. See Pg 2</u> | | X |
| Sale of Merchandise, Food, Beverages: Sales on street or parking lot <i>requires Vendor Permit</i> from the Police Department; Sales in City Park <i>requires Concessionaire permit</i> . | | X |
| Parade: Attach requested route | | X |
| Street Usage/Closure: If the event is in the street, street barricades are required. Signatures of affected residents/businesses are required. Use Street Closure Request Consent Form (Pg 13) | X | |
| Neighborhood Block Party | | X |
| Parking Space(s) blocked on City streets or Lots | X | |
| Use of City-Owned Parking Lot | | X |
| Tents: Show setup on Site Plan. | X | |



| | YES | NO |
|--|-----|----|
| Alcohol served/sold: complete a Special Designated License Application (SDL). Contact City Clerk at (402) 562-4224 to learn about the required timeline of submittals. Additional fees apply, and the license must include local approval by the City Council. <ul style="list-style-type: none"> • Apply at the NE Liquor Control Commission https://lcc.nebraska.gov/special-designated-licenses • Fencing required. NLCC Title 237, Chapter 2, Section 013.03F requires 2 rows of fencing, placed 4' apart, unless waived by the Nebraska Liquor Control Commission. Orange plastic fencing is recommended. • Attach copy of SDL Application to this application. • Must check all ID and use bracelets or hand stamps during the event. | | X |
| Alcohol NOT served/sold: (Bring Your Own Beverage – BYOB) <ul style="list-style-type: none"> • No glass containers allowed. • Personal serving size(s) only. • Event Sponsor responsible for monitoring underage drinking, waste pickup, providing bathroom facilities, etc. | | ✓ |
| Fencing: Required for alcohol sales, per plan included on approved SDL. | | X |
| Usage of bleachers, picnic tables or trash cans from Parks Department – fees apply | | ✓ |
| Usage of Sound System in Frankfort Square | | ✓ |
| Public Dance: Will require SDL if alcohol is served or sold. | | X |
| Open Fires: Explain in detail | | X |
| Occupation of City Park after 12:00 Midnight: Requires City Council approval | | X |
| Bands or Amplified Music: Noise Ordinance enforced at 11:00 PM | X | |
| Advertising/Promotion of event: Attach detailed plans. <i>Encouraged not to advertise until event approval is granted.</i> | X | |
| Inflatable Devices: Show setup on Site Plan. Must have required <i>additional</i> Liability Insurance. | | X |
| Live animal entertainment including: petting zoos, pony rides, and horse-drawn carriage rides Show setup on Site Plan, & provide clean up and disposal plan. Must have required <i>additional</i> Liability Insurance. | | ✓ |
| Carnival Rides: Show setup on Site Plan. | | ✓ |
| Powered Equipment: Attach list. | | ✓ |
| Spotlights or Lasers: Attach specifications. | | X |
| Race or Competition: Attach detailed map. If street closure will be requested for race route, use Street Closure Request Consent Form (Pg 13) | | X |
| Booths/Structures: Show setup on Site Plan. Attach additional specs as applicable. | | X |



Public Entertainment District Commons Area – fees apply, must currently hold a liquor license within a designated Public Entertainment District. (Those businesses that are not within the boundary of the Public Entertainment District must apply for an SDL to participate in a Commons Area event.)

- On the site plan below, label the boundaries of the commons area requested, within a designated public entertainment district.
- Provide a copy of current liquor license.
- Apply to the NE Liquor Control Commission for a requisite entertainment district liquor license, and provide copy of application.
- Follow all requirements set forth in Chapter 53 of the Nebraska Revised Statutes as to entertainment districts.
- Upon receipt, provide a copy of entertainment district liquor license received from the NE Liquor Control Commission.
- Designate the times, day for the sale and consumption of alcohol within the proposed commons area. (As required by State Statute: Food must be sold at all times which alcohol is being sold)
- No glass containers allowed.
- Comply with any and all conditions requirements, or restrictions that the City Administration or City Council has imposed on the Entertainment District use.
- Must check all ID and use bracelets or hand stamps.
- Must provide adequate restroom and waste disposal facilities.

| YES | NO |
|-----|----|
| | |

Other special/unique provision or information pertaining to the event which have not been addressed in this application – Please describe in detail:



City of Columbus Special Event Packet Acknowledgment of Contact

It is the applicant's responsibility to ensure that the details of their organized event have been communicated thoroughly with City Staff. **Prior to submittal of your special event permit application**, please coordinate with necessary City Staff in advance of the event to make sure you are able to execute your tasks during the day and time of your event. If City services are needed for an event, acknowledge below the date, point of contact and method in which you contacted applicable City department/s. *This form should be included with the Special Event Permit Application.*

For Services or Questions including, **Street Closures; Reservation of Frankfort Square; usage of Parking Lots; Parade Routes; Electricity; Insurance; Parking Stall Closure – Please contact Administration:**

City Administrator, Tara Vasicek (email: tara.vasicek@columbusne.us) **AND**

Administrative Assistant, Linda Cloeter (phone: 402-562-4232, email: linda.cloeter@columbusne.us)

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including **Reservation of City Parks (other than Frankfort Square), Concessionaires Permits, Rental of bleachers or picnic tables, usage of extra trash receptacles, usage of sound system in Frankfort Square – Please contact the Public Property Director:**

Park and Recreation Manager, Betsy Eckhardt 402-562-4234 betsy.eckhardt@columbusne.us

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including **Special Designated Liquor Licenses or special consideration of City Code by the City Council – Please contact the City Clerk's Office:**

402-562-4224 cclerk@columbusne.us

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including, **Traffic Control Materials (barricades, cones) – Please contact the Street Department:** 402-562-4253

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including **Safety, Security, Traffic Control Assistance, Vendor/Solicitors permits – Please contact the Columbus Police Department:** 402-564-3201

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

City of Columbus Special Event Packet

13.D.Application of The Friedhof Room at Schwesers for special designated liquor license on 27 Avenue from 13 Street south to the alley, from 4 p.m. to 12:30 a.m. June 16, 2023, for street festival.

FILED

APR 26 2023

**CITY CLERK
COLUMBUS, NEBR**

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

The Friedhof Room at Schwesers

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1270 27th Ave, Columbus, NE 68601

Retail Liquor License Address or Non-Profit Business Address

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 6/16/23

Event Start Time(s): 4 pm

Event End Time(s): 12:30 pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: The Friedhof Building

Event Street Address/City: 1270 27th Ave Columbus NE 68601

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 140' x 60' (Diagram Form #109 must be attached)

Type of Event: Street Festival Estimate # of attendees: 200

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rob Gasper Event Contact Phone Number: 402-910-6838

Event Contact Email: por928s4@gmail.com info@theoakroomofcolumbus.com

*Signature Authorized Representative: Robert Gasper Printed Name Robert Gasper

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

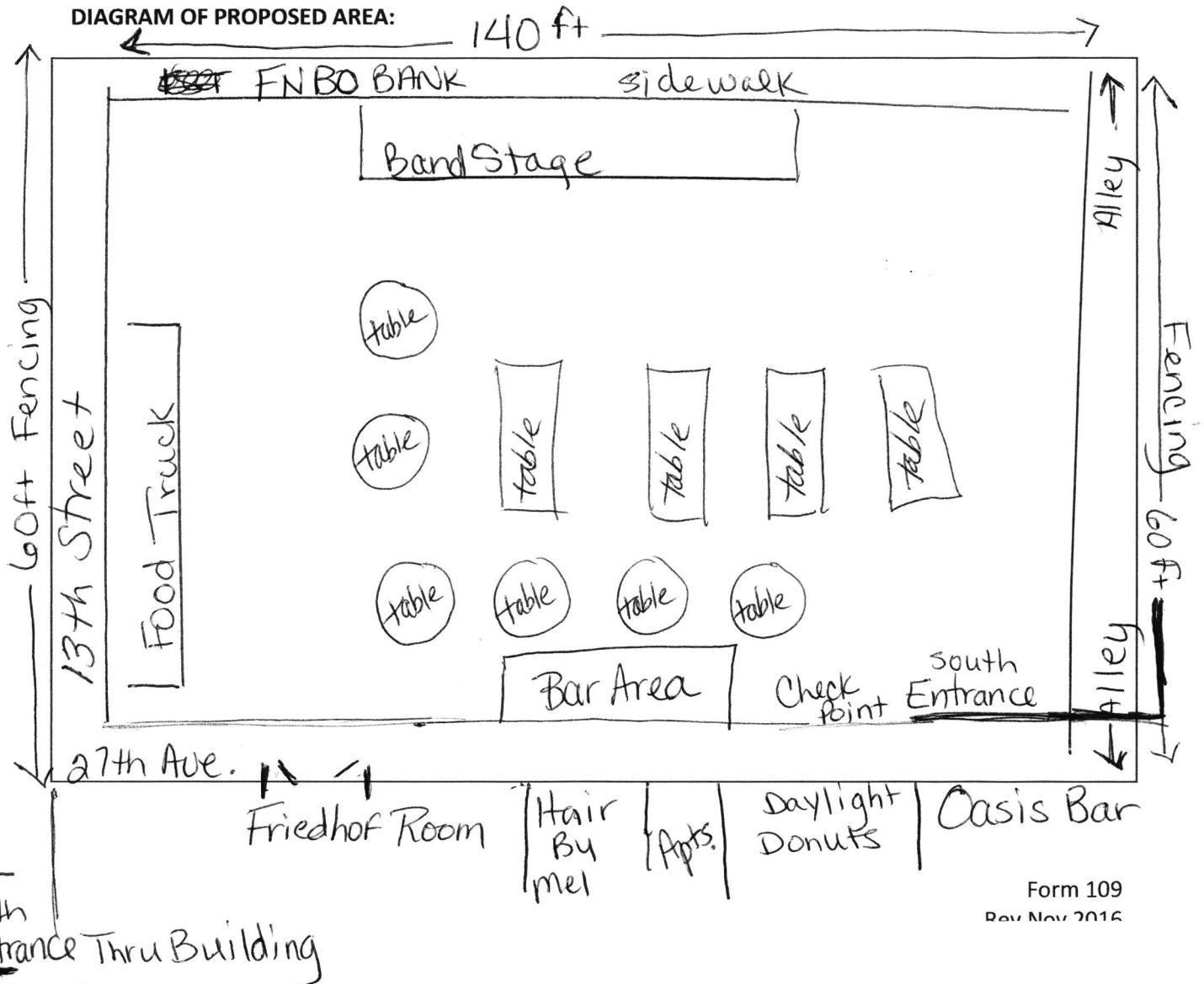
The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Private Security & Group Watch. Wristbands at Entrance.

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:





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 

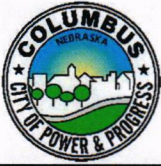
DATE: MAY 9TH, 2023

SUBJECT: LIQUOR LICENSE
APPLICATION FOR SPECIAL DESIGNATED LICENSE
FRIEDHOFF ROOM AT SCHWESER'S
1270 27TH AVENUE
COLUMBUS, NEBRASKA
ROB GASPER, SUPERVISOR

This application for a special designated license is for the purpose of serving beer, wine, and spirits to attendees of a Street Festival on June 16th, 2023, from 4:00 P.M. until 12:30 P.M. on 27th Avenue between 13th Street south to the alley. This event will be supervised by Rob Gasper. It is expected that approximately 200 people will attend this event. Investigator Haynes spoke with Rob Gasper about this event.

Wristbands will be issued to those that are 21 and older, and they are the only ones that will be allowed to be served alcohol. They will allow individuals in who are under 21, but they will not be given a wristband or be served. All alcohol will be stored behind a table or bar. Only individuals age 19 and older will be serving alcohol. All of their employees will be aware of the law and what is expected of them. All alcoholic beverages being served will be under adult supervision at all times. There will be undercover security at the event.

This report will serve as notice that local law enforcement has been informed in advance of this event. The Columbus Police Department recommends approval of the Special Designated Liquor License.



City of Columbus Special Event Packet

APPLICATION PROCESS & PLANNING A SUCCESSFUL EVENT

A Special Event Application is required for events or activities using City-owned property, requiring the closure of a City streets/sidewalks/parking lots, or requiring traffic control. Applications must be submitted no less than **60 days prior** to the event. Permits are processed on a first come, first served basis. *For larger events requiring the coordination of numerous spectators, vendors, volunteers, etc., it is highly recommended that the Event Sponsor contact City staff at least four months or up to one year in advance of the event to reserve your dates in the requested space. Written Application along with all supporting documentation must then be submitted no less than 45 days prior to the event, or risk denial of your permit.* Some events may require approval from City Council. For events that would require the use of downtown venues in proximity to one another, it may be necessary for both event organizers to combine each separate event into one special event application for City of Columbus coordination purposes.

[Click here](#) to download the Special Event Packet.

Submit your completed application to:
City of Columbus
2424 14th Street, P.O. Box 1677
Columbus, NE 68602
Email: betsy.eckhardt@columbusne.us
Phone: (402) 562-4234

APPLICATION REQUIREMENTS

Completion of the application packet will help us to identify the scope of your event and the support services you may need. It is the applicant's responsibility to ensure that the details of the organized event have been communicated thoroughly with City staff. Please coordinate with necessary City staff in advance of the event to make sure you are able to execute your tasks during the day and time of your event. The applicant should not expect City of Columbus staff to be present during the duration of the event. Topics for consideration with contact information for appropriate City staff are found on the **ACKNOWLEDGMENT OF CONTACT** (Pg 10).

Mandatory documentation is listed below. All applicable documentation must be turned in at the time of application submission along with all appropriate fees. **Please submit as much descriptive information as possible with your application.**

- Special Event Permit Application, signed and filled out in its entirety (Pg 6–7)
- Proof of Liability Insurance coverage (if required)
- **Additional forms and documentation as applicable to your event**

Upon review of the application, the Special Event Committee may approve the event or decide that the event will require formal approval by the Columbus City Council. Applicants may be required to attend a review meeting with the Special Event Committee prior to the event date to finalize the logistics.

DEFINITIONS

EVENT SPONSOR: The person or organization that initiates, plans and carries out a project or activity.

VENDOR: Any person, group, organization, or business selling or *providing* a product or service. Examples include *but are not limited to:* the sale of food or merchandise, inflatables, carnival rides, portable toilets, tents, certain types of live animal entertainment, vehicles on display, or other entity which the Special Event Committee deems to be considered a **vendor**.

VOLUNTEER: A person, group, or organization not selling or providing a product or service, who freely offers to take part in the event, including participants who host and organize activities at the event.

LIABILITY INSURANCE

The **Event Sponsor** must provide a Certificate of Liability Insurance (or a copy of the complete policy) demonstrating minimum coverage specifically covering the event as follows below. ***Verbiage must be included describing the event activities which will take place at the event.***

Further, if the event sponsor, vendor(s) or volunteer(s) make available any operations or activities as described below, a Certificate of Liability Insurance will be required listing that those specific activities are covered by the policy and that the City of Columbus is listed as additional insured on a primary, non-contributory basis. Insurance is required for any event which includes any of the following:

Amusement rides, carnivals or circuses, inflatables, skateboarding facilities, any motorized vehicles, dunking booths, firefighter water fights, haunted houses, animal racing, hot air balloons, liquor and alcohol sales and/or consumption, truck or tractor pulls, rodeos, or any other activity the Special Event Committee deems necessary,

MINIMUM LIABILITY INSURANCE REQUIREMENTS (Sample Certificate included at the end of Packet)

- Limit for each occurrence must be \$1,000,000
- Limit for damage to rented premises (each occurrence) \$100,000
- Limit for Personal & Adv Injury \$1,000,000
- General Aggregate Limit \$2,000,000
- Products – Comp/Op Aggregate Limit \$2,000,000
- The policy must include a waiver of subrogation in favor of the City of Columbus, NE.

ADDITIONAL \$2,000,000 UMBRELLA REQUIRED FOR:

- Any of the activities listed above which require the City of Columbus to be named as additional insured on a primary, non-contributory basis.

EXCEPTION: Typically, Liability Insurance coverage is not required for Neighborhood Block Parties, reservations of a shelter in a City Park, or weddings in a City Park. *Exclusions may apply.*

USAGE OF CITY PARKS AND HIKE/BIKE TRAILS

Columbus is home to over 400 acres of City Parks, and an extensive system of recreational trails for residents and visitors to enjoy. These parks and trails offer an abundance of availability to host races, runs, walks, etc. City staff strongly encourages applicants to consider the use of community trails and parks when planning special events. Community trails and parks offer safety to participants by allowing minimal interference caused by streets or traffic areas. Gatherings/picnics in City Parks do not typically require Liability Insurance unless additional entertainment is provided by the Event Sponsor, such as inflatables or petting zoos.

CITY PARKING LOTS/FACILITIES

The City strongly encourages the use of City-owned parking facilities rather than closing streets for downtown events. However, a request to close a City street and/or public right-of-way may be granted when no other reasonable alternative exists.

STREET CLOSURES

All street closures must be approved by Administration. It is the Event Sponsor's responsibility to communicate with all neighbors and property owners whom the street closure will affect, and obtain their signatures stating that they have no objection to the closure. Use **STREET CLOSURE REQUEST** (Pg 13).

It is the responsibility of the applicant to provide their own barricades. If they are to be used after dark, they must be lighted. For large public events requiring street closures, City staff may be able to provide barricade materials, dependent upon the season that the event occurs. Contact the Street Department at 402-562-4253 for availability or questions on barricades and cones.

The use of arterial streets is strongly discouraged. All activity shall be planned and carried out to allow the least possible inconvenience to the traveling public. City staff understands that the crossing of an arterial or collector street may be necessary. However, City staff from Public Works, Police, Parks, Engineering, and Administration will evaluate on a case by case situation should these uses be requested.

Neighborhood Block Parties that have requested street closure do not typically require Liability Insurance unless additional entertainment or services are set up in the street (including but not limited to: inflatables, musical band, commercial food stand).

CLOSURE OF FIVE (5) PARKING STALLS OR LESS

If your event includes only the closing of five parking stalls or less, a City of Columbus Special Event Application is not required. Instead, please contact the office of City Administration at 402-562-4232.

STORMWATER MANAGEMENT

All requirements of the Stormwater Management Plan must be followed including:

- Portable restroom facilities shall be properly staked and secured and not located within 50-feet of a stormsewer inlet or against a street or parking lot curb.
- Trash receptacles brought in on site must have provisions for a tarp or appropriate cover for after event hours to prevent rain or snow from entering.
- No dumping of any chemicals, cleaners, oils, or other grey waters into the stormsewer system or natural drainage ways.

If you have any questions, or if non-approved or accidental discharges occur to the stormsewer system or nature drainage ways, please contact the Engineering Department at 402-562-4309.

ELECTRICAL REQUIREMENTS

Electricity is available in Frankfort Square and several City parks. Fees will apply.

FEES

Possible fees may be incurred for certain services, as applicable. For the full City of Columbus fee schedule, see: <https://www.columbusne.us/99/Schedule-of-Fees>.

SANITATION and CLEANUP

The City provides a limited number of waste receptacles in the City parks and along the downtown sidewalks. Public use of City amenities is not to be impeded (i.e., covering City waste receptacles is prohibited). Additional waste receptacles or dumpsters are the sole responsibility of the applicant and must be placed on a hard surface such as asphalt or concrete.

The applicant is responsible for properly disposing of all waste and garbage throughout the event, and immediately upon conclusion of the event the area must be returned to a clean condition. As the Event Sponsor, if you set a standard of leaving the venue better than you found it, you will have a beneficial impact on the Columbus community and establish a good reputation for future events. *The Event Sponsor is responsible for all cleanup, and will be charged for any additional cleanup that is left to be done by the City.*

ALCOHOL PERMIT / SPECIAL DESIGNATED LICENSE

If the event involves the sale or use of alcohol, a Special Designated Liquor License, issued by Nebraska Liquor Control Commission pursuant to Neb. Rev. Stat. 53-124.11, is required. If the event involves the sale or use of alcohol in a Public Entertainment District an Entertainment Liquor License, issued by the Nebraska Control Commission is required pursuant to Neb. Rev. Stat. 53-132.17, is required.

Please contact the City Clerk's Office at (402) 562-4224 for the required timeline of submittals, as you will need to allow extra time for the approval process. Additional fees apply, and the license must include local approval by the City Council. *All alcohol vendors are required to check ID's and use bracelets or hand stamps to identify age of legal consumption.*

SAFETY AND SECURITY

The Event Sponsor is required to provide a detailed plan for crowd control and internal safety. It is the sole responsibility of the Event Sponsor to provide security, required by State law if alcohol is involved. The number and type of security personnel required will depend on expected attendance, location of the event, history of the event, nature of the event, street closures, and the amount and type of advertising used to promote the event. Please be aware that there are differences between certified law enforcement officers (authority and ability to arrest, enforce laws, discretion to use force) and private security (limited by law to observe, report and deter crime but not authorized to use force or make arrests). For more questions regarding event safety and security, please contact the Columbus Police Department at (402) 564-3201.

MARKETING/ADVERTISING/PROMOTION

Receipt of approval from all involved parties is strongly encouraged before the event is marketed, advertised, or promoted. Ensure that event materials such as handouts, websites, social media posts, etc., include details, maps, and parking options as described in this application, following approval by the City.

SIGNAGE

City of Columbus regulations prohibit placement of advertising signs on utility poles, traffic controllers, and traffic signs. It is also prohibited to place a sign, poster, or notice of any kind in the street right-of-way or on any other structure located in the right-of-way. Signs that are hung on utility poles, traffic signs, or traffic lights create a safety risk and also may cause damage. They also create a traffic hazard when placed on roadside corners by distracting drivers or blocking the view of motorists. Even small signs stuck into the ground are a potential traffic hazard if located in the right-of-way. A good standard is to keep signs behind the sidewalk or fifteen (15) feet from the roadside. *The use of spray paint or permanent marking paint is prohibited.* Sidewalk chalk is allowed.

According to Section 97.01(C) of the City Code, all signage is prohibited in the City Parks, except by authorization of the Board of Parks Commissioners, or in certain cases by the Public Property Director or the Park Superintendent.

Improper placement of signage will be removed by the City. All signage must be removed from City of Columbus property within four hours of the conclusion of the event.

AMPLIFIED SOUND

Amplified sound must be directed away from residences and may only be allowed during the hours of 7:00 a.m. until 10:00 p.m., with the exception of July 4th and New Year's Eve, or by special approval

CHANGES AND CANCELLATIONS

All cancellations must be made in writing or emailed to betsy.eckhardt@columbusne.us. Cancellations should be received no later than seven (7) days prior to the proposed event date. The City understands that minor changes may occur prior to the event. We ask the applicant to submit all changes immediately, no less than 48 hours prior to the event.

The City reserves the right to cancel, delay, or relocate an event prior to or on the day of the event due to poor weather conditions that may cause excessive damage to City property. City staff recommends the applicant have plans in place to notify participants of changes or cancellations. The City is not responsible for any costs associated with the changes or cancellations.

VISIBILITY

City staff recommends that event organizers be easily identifiable during the event by using safety vests or specific colored shirts so that the event sponsor & volunteers can easily be located.

PARADES

All parade routes must be approved by the City of Columbus, and the City reserves the right to allow for alternate parade routes. Throwing, tossing or pitching of candy/food/materials/etc. directly from floats is prohibited. Participants of the parade are asked to walk alongside the float and throw, toss, or pitch candy/food/materials/etc. to the crowd.



City of Columbus Special Event Permit Application

Answer all questions completely. Inaccurate or incomplete responses may result in the denial of a permit. **For the protection of the City of Columbus and its assets, and for the overall success of the event in question, the City of Columbus Special Event Committee reserves the right to make exceptions to or to impose additional requirements to the policies stated herein, based on individual circumstances.**

| EVENT SPONSOR/APPLICANT/RESPONSIBLE PARTY INFORMATION | | |
|---|---|---------------------------|
| 1. NAME: <u>Rob Gasper</u> | 2. TODAY'S DATE: <u>4-26-23</u> | |
| 3. ADDRESS: <u>1270 27th Ave</u> | 4. EMAIL: <u>por92884@gmail.com</u> | |
| 5. CITY: <u>Columbus</u> | 6. STATE: <u>NE</u> | 7. ZIP CODE: <u>68601</u> |
| 8. DAY PHONE: <u>402-710-2044</u> | 9. CELL PHONE: <u>402-910-6838</u> | |
| 10. COMPANY/ORGANIZATION NAME, IF APPLICABLE: <u>FRIEDHOF Room @ Schweser's</u> | | |
| 11. COMPANY ADDRESS/CITY/STATE/ZIP: <u>1270 27th Ave P.O. Box 1773</u> | 12. COMPANY PHONE: <u>402-710-2044</u> | |
| 13. NAME OF ALTERNATE CONTACT PERSON: <u>Nicole Gasper</u> | 14. ALTERNATE'S CELL PHONE: <u>402-367-2716</u> | |
| EVENT INFORMATION | | |
| 15. EVENT NAME: | | |
| 16. EVENT LOCATION: <u>1270 27th Ave. 27th Ave between 13th and Alley.</u> | | |
| 17. ESTIMATED # OF PARTICIPANTS: <u>200</u> | 18. ESTIMATED # OF SPECTATORS: <u>200</u> | |
| 19. ACTUAL EVENT DATE(S): <u>FRIDAY, June 16, 2023</u> | 20. ACTUAL EVENT TIME(S): <u>4 pm to 12am</u> | |
| 21. EVENT SETUP DATE(S): <u>FRIDAY, June 16</u> | 22. EVENT SETUP TIME(S): <u>3pm</u> | |
| 23. EVENT TEAR-DOWN DATE(S): <u>FRIDAY, June 16</u> | 24. EVENT TEAR-DOWN TIME(S): <u>12:30^{am} - 1:30 am</u> | |
| 25. ADDITIONAL DOCUMENTS ATTACHED – Check as applicable: <input type="checkbox"/> Checklist (Pg 8 – 9) <input checked="" type="checkbox"/> Acknowledgement of Contact (Pg 10) <input checked="" type="checkbox"/> Site Plan (Pg 11) <input checked="" type="checkbox"/> List of Vendors (Pg 12) <input checked="" type="checkbox"/> Street Closure Request Consent Form (Pg 13) <input checked="" type="checkbox"/> Certificate(s) or Proof of Liability Insurance (see instructions on Pg 2) | | |
| 26. Please provide a detailed description of the event, using a separate sheet of paper if necessary. | | |



City of Columbus Special Event Permit Application

APPLICANT ACKNOWLEDGMENT

I, the Event Sponsor, agree to indemnify and defend the City of Columbus, its officials, agents and employees (the "Indemnities") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses resulting from, arising out of, or relating to any negligence or intentional misconduct by the applicant of the sponsoring organization, its officers, employees, or any person under its control in connection with this permit.

As applicable, I, or the organization acting as the Event Sponsor, have provided within this application, the required insurance which will cover all losses that may occur at the event, and to, by and between the Event Sponsor and the Volunteers. All Vendors have provided their own insurance, unless otherwise stated. (Per Definitions of Event Sponsor, Vendor, and Volunteer on Pg 2)

I affirm that all answers given and statements made on this application are complete and true to the best of my knowledge and beliefs. I have read and understand the terms and conditions outlined in this application. Failure to comply with the conditions of the special event application may result in revocation of current and future applications. I agree to be bound by the above terms as a condition to the issuance of the Special Event Permit.

The undersigned person, as the Applicant, does hereby agree and represent that he or she is legally capable to sign this application, and to lawfully bind the Applicant (and the Applicant's Organization, if applicable) as the Event Sponsor to the terms and conditions herein.

Rob Casper
NAME OF APPLICANT
[Signature]
SIGNATURE OF APPLICANT

Level One Properties LLC
NAME OF ORGANIZATION
4-26-23
DATE

Before submitting your application, please make sure that the following steps have been completed. Have you:

- Signed and dated your application?
- Provided *all* documents and information as requested in this application?
- Submitted required Certificate(s) of Insurance?

Submit the completed application to:

City of Columbus
2424 14th Ave. PO Box 1677
Columbus, NE 68602
betsy.eckhardt@columbusne.us
Phone: (402) 562-4232

FOR OFFICIAL USE ONLY

Approved by Administration:

Approved by Parks & Recreation (if applicable):

City Administrator Date

Public Property Director Date

Approved by Police Department (if applicable):

Approved by Public Works (if applicable):

Chief of Police Date

Public Works Director Date



City of Columbus Special Event Packet CHECKLIST

PLEASE CHECK ALL THAT APPLY TO YOUR EVENT.

See **ACKNOWLEDGEMENT OF CONTACT** (Pg 10) for contact information of applicable City Departments.

| | | |
|---|-----|----|
| NAME OF EVENT <i>Friedhof 5th Anniversary & 7th Ave Street Party</i> | | |
| Reservation of a City Park for event (if Yes, check which one. Possible fees apply.) | YES | NO |
| <input type="checkbox"/> Frankfort Square <input type="checkbox"/> Pawnee Park <input type="checkbox"/> Bradshaw Park <input type="checkbox"/> Centennial Park <input type="checkbox"/> Gerrard Park <input type="checkbox"/> Glur Park <input type="checkbox"/> Wilderness Park <input type="checkbox"/> Sunset Park <input type="checkbox"/> Other small neighborhood park _____ (name of park) <input type="checkbox"/> Public Entertainment District <i>Downtown Entertainment District</i> (name of district) | | X |
| Description of Event: <i>Outdoor Street Festival with live Bands, Food Stand, S.O.L for outdoor Bar. Gated entry to enter into at North and S.E. Entrances. ID checks and wristband required for entrance into beer garden area. Family friendly event from 5pm to midnight.</i> | | |
| Reservation of a shelter within a City Park – fees apply | | X |
| Wedding in a City Park – fee applies | | X |
| Electricity – fees apply, payable at the City Clerk’s office | | |
| Participants in addition to Event Sponsor: Attach LIST OF VENDORS (Pg 12). <u>All must have the required Liability Insurance. See Pg 2</u> | | |
| Sale of Merchandise, Food, Beverages: Sales on street or parking lot requires Vendor Permit from the Police Department; Sales in City Park requires Concessionaire permit. | | |
| Parade: Attach requested route | | |
| Street Usage/Closure: If the event is in the street, street barricades are required. Signatures of affected residents/businesses are required. Use Street Closure Request Consent Form (Pg 13) | X | |
| Neighborhood Block Party | | |
| Parking Space(s) blocked on City streets or Lots | X | |
| Use of City-Owned Parking Lot | | |
| Tents: Show setup on Site Plan. | | |



| | YES | NO |
|--|-----|----|
| Alcohol served/sold: complete a Special Designated License Application (SDL). Contact City Clerk at (402) 562-4224 to learn about the required timeline of submittals. Additional fees apply, and the license must include local approval by the City Council. <ul style="list-style-type: none"> • Apply at the NE Liquor Control Commission https://lcc.nebraska.gov/special-designated-licenses • Fencing required. NLCC Title 237, Chapter 2, Section 013.03F requires 2 rows of fencing, placed 4' apart, unless waived by the Nebraska Liquor Control Commission. Orange plastic fencing is recommended. • Attach copy of SDL Application to this application. • Must check all ID and use bracelets or hand stamps during the event. | X | |
| Alcohol NOT served/sold: (Bring Your Own Beverage – BYOB) <ul style="list-style-type: none"> • No glass containers allowed. • Personal serving size(s) only. • Event Sponsor responsible for monitoring underage drinking, waste pickup, providing bathroom facilities, etc. | | |
| Fencing: Required for alcohol sales, per plan included on approved SDL. | X | |
| Usage of bleachers, picnic tables or trash cans from Parks Department – fees apply | | |
| Usage of Sound System in Frankfort Square | | X |
| Public Dance: Will require SDL if alcohol is served or sold. | X | |
| Open Fires: Explain in detail | | X |
| Occupation of City Park after 12:00 Midnight: Requires City Council approval | | X |
| Bands or Amplified Music: Noise Ordinance enforced at 11:00 PM | X | |
| Advertising/Promotion of event: Attach detailed plans. <i>Encouraged not to advertise until event approval is granted.</i> | X | |
| Inflatable Devices: Show setup on Site Plan. Must have required <i>additional</i> Liability Insurance. | | X |
| Live animal entertainment including: petting zoos, pony rides, and horse-drawn carriage rides Show setup on Site Plan, & provide clean up and disposal plan. Must have required <i>additional</i> Liability Insurance. | | X |
| Carnival Rides: Show setup on Site Plan. | | X |
| Powered Equipment: Attach list. | | |
| Spotlights or Lasers: Attach specifications. | | |
| Race or Competition: Attach detailed map. If street closure will be requested for race route, use Street Closure Request Consent Form (Pg 13) | | X |
| Booths/Structures: Show setup on Site Plan. Attach additional specs as applicable. | X | |



| <p>Public Entertainment District Commons Area – fees apply, must currently hold a liquor license within a designated Public Entertainment District. (Those businesses that are not within the boundary of the Public Entertainment District must apply for an SDL to participate in a Commons Area event.)</p> | <p>YES</p> | <p>NO</p> |
|---|-------------------|------------------|
| <ul style="list-style-type: none"> • On the site plan below, label the boundaries of the commons area requested, within a designated public entertainment district. • Provide a copy of current liquor license. • Apply to the NE Liquor Control Commission for a requisite entertainment district liquor license, and provide copy of application. • Follow all requirements set forth in Chapter 53 of the Nebraska Revised Statutes as to entertainment districts. • Upon receipt, provide a copy of entertainment district liquor license received from the NE Liquor Control Commission. • Designate the times, day for the sale and consumption of alcohol within the proposed commons area. (As required by State Statute: Food must be sold at all times which alcohol is being sold) • No glass containers allowed. • Comply with any and all conditions requirements, or restrictions that the City Administration or City Council has imposed on the Entertainment District use. • Must check all ID and use bracelets or hand stamps. • Must provide adequate restroom and waste disposal facilities. | | |
| <p align="center">Other special/unique provision or information pertaining to the event which have not been addressed in this application – Please describe in detail:</p> | | |



City of Columbus Special Event Packet Acknowledgment of Contact

It is the applicant's responsibility to ensure that the details of their organized event have been communicated thoroughly with City Staff. **Prior to submittal of your special event permit application**, please coordinate with necessary City Staff in advance of the event to make sure you are able to execute your tasks during the day and time of your event. If City services are needed for an event, acknowledge below the date, point of contact and method in which you contacted applicable City department/s. *This form should be included with the Special Event Permit Application.*

For Services or Questions including, **Street Closures; Reservation of Frankfort Square; usage of Parking Lots; Parade Routes; Electricity; Insurance; Parking Stall Closure – Please contact Administration:**

City Administrator, Tara Vasicek (email: tara.vasicek@columbusne.us) **AND**

Administrative Assistant, Linda Cloeter (phone: 402-562-4232, email: linda.cloeter@columbusne.us)

Date Contacted: Linda Cloeter

Who was Contacted: 4/26/23

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including **Reservation of City Parks (other than Frankfort Square), Concessionaires Permits, Rental of bleachers or picnic tables, usage of extra trash receptacles, usage of sound system in Frankfort Square – Please contact the Public Property Director:**

Park and Recreation Manager, Betsy Eckhardt 402-562-4234 betsy.eckhardt@columbusne.us

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including **Special Designated Liquor Licenses or special consideration of City Code by the City Council – Please contact the City Clerk's Office:**

402-562-4224 cclerk@columbusne.us

Date Contacted: 4/26/23

Who was Contacted: Linda Nicholson / Kelly

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including, **Traffic Control Materials (barricades, cones) – Please contact the Street Department:** 402-562-4253

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including **Safety, Security, Traffic Control Assistance, Vendor/Solicitors permits – Please contact the Columbus Police Department:** 402-564-3201

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

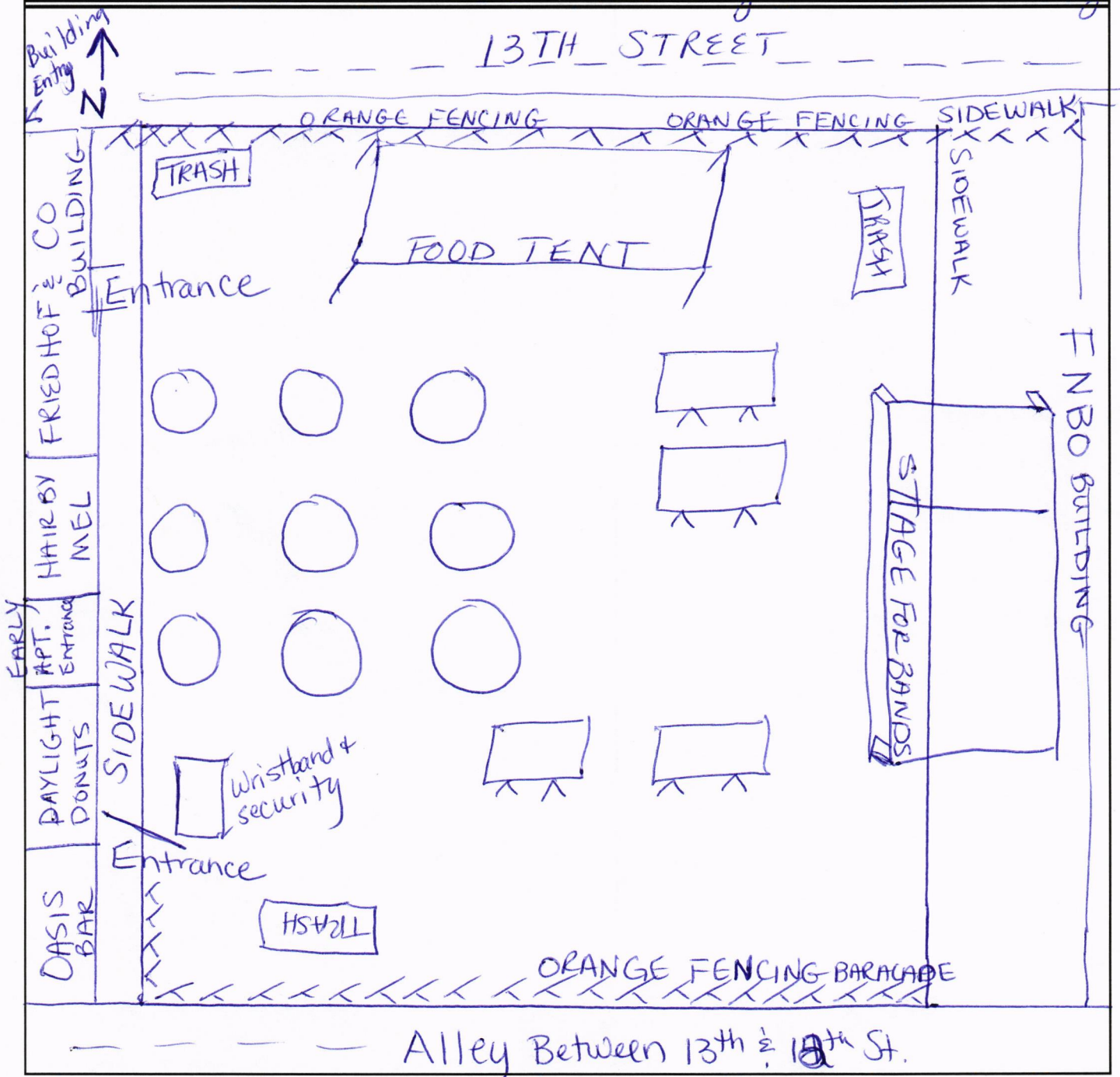
City of Columbus Special Event Packet



SITE PLAN

Draw a detailed site map, placing all tents, stages, activities, booths, portable toilets, gates, cooking equipment & fences, including the approximate sq. ft. area to be used. Attach additional sheets if necessary.

NAME OF EVENT: *Friedhof's 15th Anniversary 27th Ave Street Party*



- KEY:
- xxxx = Orange Fencing
 - = Round tables (10)
 - ▭ = Picnic Tables (4) Large

13.E. Quote from Nebraska Golf & Turf in the amount of \$18,360 for 102 golf cart batteries at Quail Run Golf Course.

The City of **Columbus**

MEMORANDUM

DATE: April 14, 2023
TO: Mayor and City Council
FROM: Douglas A. Moore. Public Property Director
SUBJECT: Battery replacement on Quail Run Golf Carts

RECOMMENDATION: Staff recommends that the City Council approves the sole source price of \$180.00 per battery from Nebraska Golf and Turf (Lincoln NE) to replace 102 batteries on golf carts at Quail Run Golf Course.

DISCUSSION: Replacing batteries on 17 golf carts that no longer hold a charge long enough to complete a round of golf. Proper maintenance was not done on the batteries last season causing the batteries to become weak. We replaced batteries on 16 carts earlier this spring. We were hoping that some of the weak batteries would be strong enough to make it through the season, but that hasn't been the case. There are six batteries per cart so the repair is \$1,080.00 per cart. We have addressed the maintenance problem to make sure it doesn't happen again.

FISCAL IMPACT: The new pumps in the irrigation lake came in \$20,000 under budget so we would use funds from that line item to cover these costs.

ALTERNATIVE: Purchase new carts at a cost of over \$8,000 per cart with a waiting time for delivery of over a year.

CONCURRENCE: Shawn Riedmiller, Golf Course Superintendent

SIGNATURE:

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

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

CITY OF COLUMBUS

QUOTE SHEET FOR PURCHASES

DEPARTMENT: Golf

CHARGE TO ACCOUNT NUMBER: 100-156-57200-23020

DEPARTMENT HEAD APPROVAL: _____



FINANCE DIRECTOR REVIEW: _____

(For purchases \$5,000 to \$20,000)

CITY ADMINISTRATOR APPROVAL: _____

(For purchases \$5,000 to 20,000)

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

Date: _____

Time: _____

Vendor Name: Nebraska Golf and Turf

Vendor Employee Name: Don Brudny

Telephone: Area Code 402 466-6222

QUOTE FOR: golf cart batteries

Quote Includes:

102 batteries

Item Totals

\$ 18,360.00

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Grand Total:

\$ 18,360.00

Quote Excludes: _____

Delivery Date: _____

Shipped By: _____

Shipped F.O.B. (Freight Paid)

Yes X

No

Tax Excluded

Yes

City Employee Obtaining Quote: Shawn Riedmiller



NEBRASKA GOLF & TURF

1440 Yolande Ave. Lincoln, NE 68521
402-466-6222

INVOICE

Invoice: 02-141368
Date: 4/13/2023

PO:
CustId: QUAIL RUN GC NE

Cust Email: accounts payable@columbusne.us
Phone: (402) 564-1313
Salesperson: RayceR
User: RayceR

Bill To:
QUAIL RUN GOLF COURSE - NE
PO BOX 1877
COLUMBUS, NE 68602

Ship To:
QUAIL RUN GOLF COURSE - NE

| Item | Type | Description | Qty | Tax | Price | Discount | Net Price |
|---------------|------|--|---------|-----|----------|----------|-------------------|
| T875 | PA | OTH - TROJAN T875 8 VOLT BATTERY List Price: \$190.00 | 51.0000 | | \$180.00 | | \$9,180.00 |
| Total: | | | | | | | \$9,180.00 |

| Totals | |
|-----------------------|-------------------|
| Sub Total: | \$9,180.00 |
| Total Tax: | \$0.00 |
| Invoice Total: | \$9,180.00 |

| Forms of Payment | | |
|--------------------------------|------------------------------|-------------------|
| Type | Description | Amount |
| 02-Net 30 | Customer Id: QUAIL RUN GC NE | \$9,180.00 |
| Total Forms of Payment: | | \$9,180.00 |

Balance Due On This Invoice: \$9,180.00

Signature: _____

Thank you for your business.



NEBRASKA GOLF & TURF

1440 Yolande Ave. Lincoln, NE 68521
402-466-6222

INVOICE

Invoice: 02-141369
Date: 4/14/2023

PO:
CustId: QUAIL RUN GC NE

Cust Email: accountspayable@columbusne.us
Phone: (402) 564-1313
Salesperson: RayceR
User: RayceR

Bill To:
QUAIL RUN GOLF COURSE - NE
PO BOX 1677
COLUMBUS, NE 68602

Ship To:
QUAIL RUN GOLF COURSE - NE

| Item | Type | Description | Qty | Tax | Price | Discount | Net Price |
|---------------|------|--|---------|-----|----------|----------|-------------------|
| T875 | PA | OTH - TROJAN T875 8 VOLT BATTERY List Price: \$190.00 | 51.0000 | | \$180.00 | | \$9,180.00 |
| Total: | | | | | | | \$9,180.00 |

| Totals | | | |
|--------|--|-----------------------|-------------------|
| | | Sub Total: | \$9,180.00 |
| | | Total Tax: | \$0.00 |
| | | Invoice Total: | \$9,180.00 |

| Forms of Payment | | |
|--------------------------------|------------------------------|-------------------|
| Type | Description | Amount |
| 02-Net 30 | Customer Id: QUAIL RUN GC NE | \$9,180.00 |
| Total Forms of Payment: | | \$9,180.00 |

Balance Due On This Invoice: \$9,180.00

Signature: _____

Thank you for your business.

13.F. Quote from Gehring Construction & Ready Mix Co., Inc. in the amount of \$39,787.50 for Frankfort Square improvements.



Gehring Construction & Ready Mix Co., Inc

Mailing address: 5424 West Meadow Dr.
Columbus, NE. 68601

Toll Free 1-800-658-4056 Fax 402-564-4478

www.gehringconcrete.com

Columbus Plant: 4979 Howard Blvd, 402-564-2841

Humphrey Plant: 400-5th Ave, 402-923-1080



Proposal To; City of Columbus
Job Reference; Frankfort Square Improvements, 2023
Date; 5/9/2023

| Item No. | DESCRIPTION | Qty | Unit | Unit Price | Total |
|----------|--------------------------------|-----|------|------------|-------------|
| 1 | Pedestrian Control | 1 | Job | 1,000.00 | 1,000.00 |
| 2 | Salvage Bell & Remove Mount | 1 | EA | 500.00 | 500.00 |
| 3 | Move Sprinklers | 1 | Job | 4,000.00 | 4,000.00 |
| 4 | Remove Pavement | 55 | SY | 18.00 | 990.00 |
| 5 | 6" NDOT Type 47B-3500 Concrete | 405 | SY | 72.00 | 29,160.00 |
| 6 | 8" NDOT Type 47B-3500 Concrete | 38 | SY | 81.00 | 3,037.50 |
| 7 | Replace Sod | 220 | SY | 5.00 | 1,100.00 |
| | | | | | |
| | | | | Total | \$39,787.50 |

Notes

Start date no earlier than May 30th, 2023

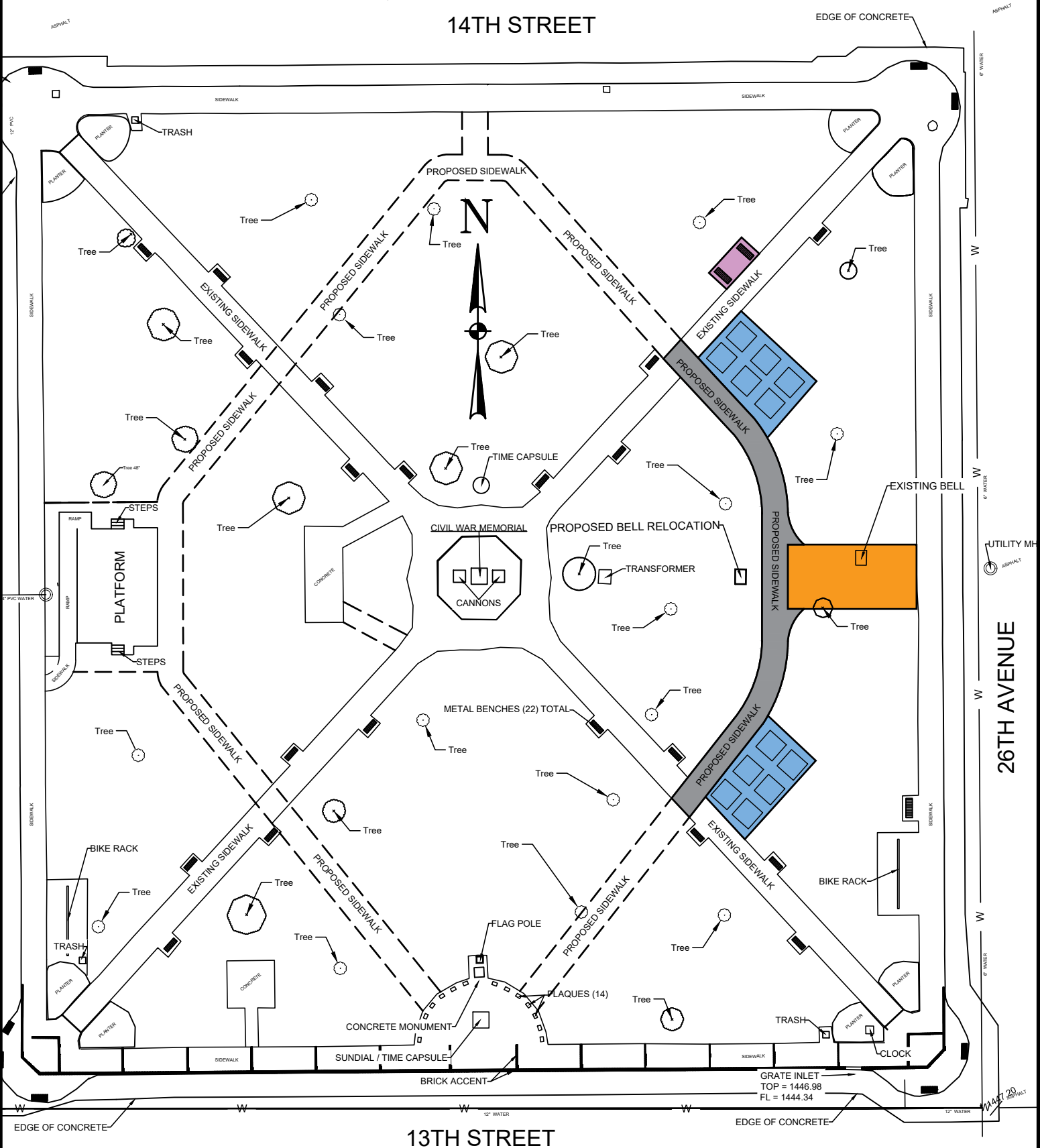
Substantial Completion Date, July 2023

Final Completion Date, Aug 5th, 2023

| | | |
|-------|-------|--|
| Co. | _____ | Co. Gehring Construction & Ready Mix Co. |
| By | _____ | By Merlin Gehring |
| Title | _____ | Title President |
| Date | _____ | Date 5/9/23 |

FRANKFORT SQUARE CONCEPTUAL DRAWING

14TH STREET



LEGEND:



PICNIC TABLE AREA



VEHICLE PAD



COMMUNITY BENCH

City of Columbus

Quote Sheet for Purchases

Department: Engineering/Parks Department

Charge to Account Number: 100-100-57200-23001

Department Head Approval: Richard J. Bogus

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

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

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

Date: 5/9/2023 Time: _____

Vendor Name: Gehring Construction & Ready Mix

Vendor Employee Name: Stephen Anderson

Telephone: 402-276-2103

Quote For: Frankfort Square Improvements 2023

| Quote Includes: | Item Totals: |
|---------------------------------------|--------------------|
| See attached proposal with quantities | \$39,787.50 |
| | |
| | |
| | |
| | |
| Total: | \$39,787.50 |

Quote Excludes:
 City forces to remove tree and stump.

Delivery Date: _____ Shipped By: _____

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

Tax Excluded

City Employee Obtained Quote: Richard J Bogus, P.E., City Engineer

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

14. **RESOLUTIONS**

14.A. Resolution No. R23-68 approving easement agreement with Gottberg Auto Company, LLC dba Dusters for patio seating at 2801 13 Street.

RESOLUTION NO. R23-68

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN EASEMENT AGREEMENT WITH DUSTERS FOR OUTDOOR SEATING IN CONJUNCTION WITH THE OPERATION OF ITS BUSINESS, 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, Dusters has made application to the city to use a portion of the city's sidewalk on the eastside of the building at 2801 13 Street, Columbus, Nebraska, as a patio for outdoor seating in the operation of its business (commonly referred to as Dusters Restaurant and Gottberg Brew Pub); and

WHEREAS, the city council feels that the allowance of this outdoor seating patio is beneficial to the city and may help stimulate economic growth in the downtown area; and

WHEREAS, a number of other cities in Nebraska allow similar outdoor seating uses on their property and rights-of-way and Columbus has allowed other restaurants/bars in the downtown area to do the same; and

WHEREAS, the easement agreement attached to this resolution is needed and describes the proposed uses, parameters, boundaries, and restrictions for this outdoor seating patio on the city's sidewalk.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the easement agreement with Dusters for outdoor seating in conjunction with the operation of its business, a copy of which is hereto attached and incorporated herein by this reference, is hereby approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM BY:

CITY ATTORNEY



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: May 3, 2023

TO: Mayor and City Council Members

FROM: Tara Vasicek, City Administrator

RE: Right-of-Way Easement Agreement for Gottberg Auto Company LLC doing business as Duster's

RECOMMENDATION:

Approve the easement agreement with Gottberg Auto Company LLC

DISCUSSION:

The owner of Duster's located at 2804 13th Street has been provided a ROW Easement Agreement which includes terms required by the city to enter into an easement agreement in order for the business owner to construct and operate an outdoor area within the City right of way. Before the project may be constructed the business owner must apply for a permit with community development which includes a drawing approved by engineering and community development.

The business owner will also be required to follow the rules set by the Nebraska Liquor Control Commission in requesting an outdoor area as part of their liquor license.

FISCAL IMPACT:

None

CONCURRENCE:

Andy Woehrer

Andy Woehrer, Chief Building and Code Official

Rick Bogus

Rick Bogus, City Engineer



EASEMENT AGREEMENT

This Easement Agreement is made by and between the **City of Columbus**, Nebraska, a municipal Corporation (herein referred to as 'Grantor'), and **Dusters** (herein referred to as 'Grantee').

1. **PURPOSE**. The purpose of this Agreement is to set forth the terms and conditions under which Grantee may construct, maintain, repair, and utilize the following described improvement(s) which will infringe upon real estate or right-of-way owned and/or controlled by Grantor:

To install improvements to the sidewalk for outdoor seating in conjunction with the operation of Grantee's business (commonly referred to as Dusters Restaurant, and Gottberg Brew Pub). The improvements shall be located on the East side of the building located at 2801 13th Street, Columbus, Nebraska. The size of this area shall be approximately forty (40) feet long and six (6) feet wide. A perimeter fence shall be installed at the sole expense of Grantee. The fence shall be black iron at least thirty-six (36) inches high and have one (1) entrance/exit gate measuring at least forty-two (42) inches wide.

The area of this improvement shall not be used by Grantee for any other purpose then what is contained in this Agreement.

2. **DESCRIPTION OF REAL ESTATE**. Grantee leases a portion of the following described real estate adjacent to Grantor's real estate and/or right-of-way to which this the Agreement shall apply:

Lots 5, 6, 7, & 8, Block 56 of the Original City of Columbus, Platte County, Nebraska.

3. **GRANTEE'S DUTIES AND RISKS**. It is understood and agreed that Grantee may construct, maintain, repair and utilize the above described improvement at Grantee's sole risk. Grantee hereby waives any claim for damages against Grantor, its officers, employee, agents and independent contractors for any damage or injury that may result to said improvement. If Grantor, in its sole discretion, determines that any part or all of the improvement must be removed, or is damaged by Grantor, its, employees, agents or independent contractors working for Grantor during the course of their employment or duties with Grantor, then Grantee agrees to assume and pay all costs relating to the replacement or repair of the improvement. Grantee agrees to indemnify and hold Grantor harmless from any and all liability, loss or damage, that Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of, or from this Agreement; including, but not limited to, indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easement and improvement.

4. **PROTECTION OF EXISTING UTILITIES**. Grantee is responsible for locating and coordinating the original construction and future maintenance work on the described improvement. No excavation work will be permitted in the area of underground utility facilities until all such facilities have been located and identified to the satisfaction of all Parties. The excavation must be done with all reasonable care in order to avoid any possibility of damage to the utility facility. Grantee shall be

responsible for any and all damages.

5. RESTORATION OF PROPERTY. If the construction or maintenance of the improvement identified in this Agreement requires excavation of earth, or removal of hard surface, grass, vegetation, landscaping, or any other disruption of the surface of the public right-of-way or neighboring property, Grantee shall restore the surface of the area to the same condition as it existed immediately prior to Grantee's work in the area.

6. APPLICABLE LAW. Grantee shall conform to all existing and applicable ordinances, resolutions, and permit procedures of Grantor. Grantee shall also follow and comply with all other applicable local, state, and federal laws. Nebraska law shall govern this Agreement.

7. LIABILITY INSURANCE. Grantee shall procure, and continuously maintain during the term of Agreement at its sole cost and expense, a policy or policies of comprehensive general liability insurance with not less than the following limits:

| | |
|--|-------------|
| Each Occurrence | \$1,000,000 |
| Damages to Rented Premises (each occurrence) | \$100,000 |
| Medical Payments (any one person) | \$5,000 |
| Personal and Advertising Injury | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products-Completed Operations Aggregate | \$2,000,000 |

Grantor shall be named as an additional insured on these liability insurance policies. Grantee shall provide Grantor with annual certificates from its insurers confirming the existence of the insurance coverage required herein; and, will immediately notify Grantor of any cancellation or lapse of coverage.

8. EFFECTIVE DATE. This Agreement shall take effect the date it is executed by both Parties. It shall continue for an indefinite term, or until such time as it is terminated as provided hereafter.

9. TERMINATION. This Agreement shall terminate upon one or more of the following occurrences:

- A) The service of written notice of the intention to terminate by Grantee and the removal of any improvements infringing upon Grantor's property or right-of-way.
- B) Grantee's application for a permit to alter said improvement, or any part thereof, unless said permit is for work due to an occurrence as in Paragraph 3 of this Agreement and said work has the prior written approval of Grantor.
- C) Grantee's construction or installation of any structure or improvement of any nature upon the real estate or right-of-way owned or controlled by Grantor except as described in this Agreement.
- D) The failure of Grantee to maintain and/or repair the improvement in a condition acceptable to Grantor.

E) The termination or non-renewal of Grantee's lease with the owner of the real estate described in Paragraph 2 above.

F) Grantor may revoke this Agreement at any time for any reason.

Upon termination of the Agreement, Grantee shall be required, and hereby agrees, to remove said improvement from Grantor's real estate and/or right-of-way solely at its own expense and without cost to Grantor. Said removal to occur no later than sixty (60) calendar days after receipt of the notice to terminate or any of the occurrences set forth in Paragraph 9 of this Agreement. Should Grantee fail to do so, Grantor may remove or cause the removal of said improvement and Grantee agrees to reimburse Grantor for all its costs.

10. REAL ESTATE OWNER'S RESPONSIBILITY. This Easement Agreement is conditional upon the owner of the real estate described in Paragraph 2 above consenting to this Agreement and agreeing that in the event Grantee, upon termination of this Agreement for any reason, fails to carry out Grantee's responsibility to remove the improvements from Grantor's real estate in accordance with Paragraph 9 above, said owner shall be responsible for such removal in strict accordance with such provision of said Paragraph 9.

11. NON-WAIVER. No waiver by Grantor of any default shall operate as a waiver of any other default or of the same default on a future occasion.

12. BINDING EFFECT. This Agreement shall extend to and be binding upon any heirs, personal representatives, successors and assigns of the Parties hereto (including guarantors, endorsers, and sureties) of the Parties hereto.

13. 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 which other provisions shall remain in full force and effect.

14. APPLICABLE LAW. The Parties agree that Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties. Grantee agrees to follow all rules and regulations of Grantor's Zoning Code in the operation and maintenance of the improvement.

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

Duly executed this 11 day of May, 2023, by Dusters:

By: *Marilea Hull*
Marilea Hull, Owner and Operator and
Authorized agent of Dusters

Duly executed this _____ day of _____, 2023, by the City Of Columbus:

By: _____
James Bulkley, Mayor of the City Of Columbus

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came Marilea Hull, Owner and Operator and authorized agent of Dusters, known to me to be the identical person who signed the foregoing Easement Agreement and acknowledged the execution thereof to be their voluntary act and deed.

Dated this 11 day of May, 2023.



Janelle Kline
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came James Bulkley as Mayor of The City of Columbus and on behalf of such, known to me to be the identical person who signed the foregoing Easement Agreement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this _____ day of May, 2023.

Notary Public

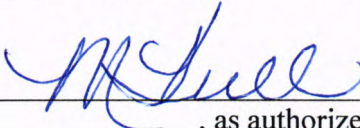
APPROVED AS TO FORM

By *AK*
City Attorney

CONSENT AND AGREEMENT

Double T Realty, Inc, the owner of the real estate described in the foregoing Easement Agreement, hereby consents to such Easement Agreement and to the easement therein granted, and further agrees not to interfere in any way with the ability of the Grantee to carry out its obligations thereunder and make full use of the rights granted therein. The Undersigned owner hereby further agrees that if, upon termination of the Grantee’s leasehold interest or the termination of the foregoing Easement Agreement for any reason, Grantee fails to carry out Grantee’s responsibility to remove the improvements from Grantor’s real estate in accordance with Paragraph 9 of the Easement Agreement, said owner shall be responsible for such removal in strict accordance with such provisions of said Paragraph 9.

Duly executed this 11 day of May, 2023, by Double T Realty, Inc:

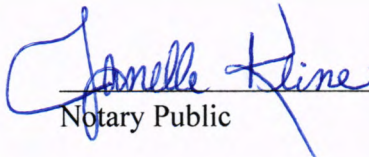
By: , as authorized agent of
Double T Realty, Inc

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came Marilea Hull, as authorized agent of Double T Realty, Inc, known to me to be the identical person who signed the foregoing Consent and Agreement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this 11 day of May, 2023.




Notary Public

To: City of Columbus

Proposal: Fenced in Area for outdoor seating at Dusters

We would like to create an outdoor space for people to enjoy food and drinks. The space would be located outside the pub door along the building. The space proposed will be approximately 40 feet long by 6 ft wide. There will be one gate at the entrance by the pub door. I have spoken with the Fire Marshall who indicated that as long as the space does not hold 50 people or more, we are in compliance with the code and do not need another gate. The fencing leaves plenty of side walk to accommodate wheel chairs.

We likely can accommodate approximately 18 people depending upon the table configuration.

I have had many requests for outdoor seating. Please consider my request as I think it would add the ability to dine outdoors downtown.

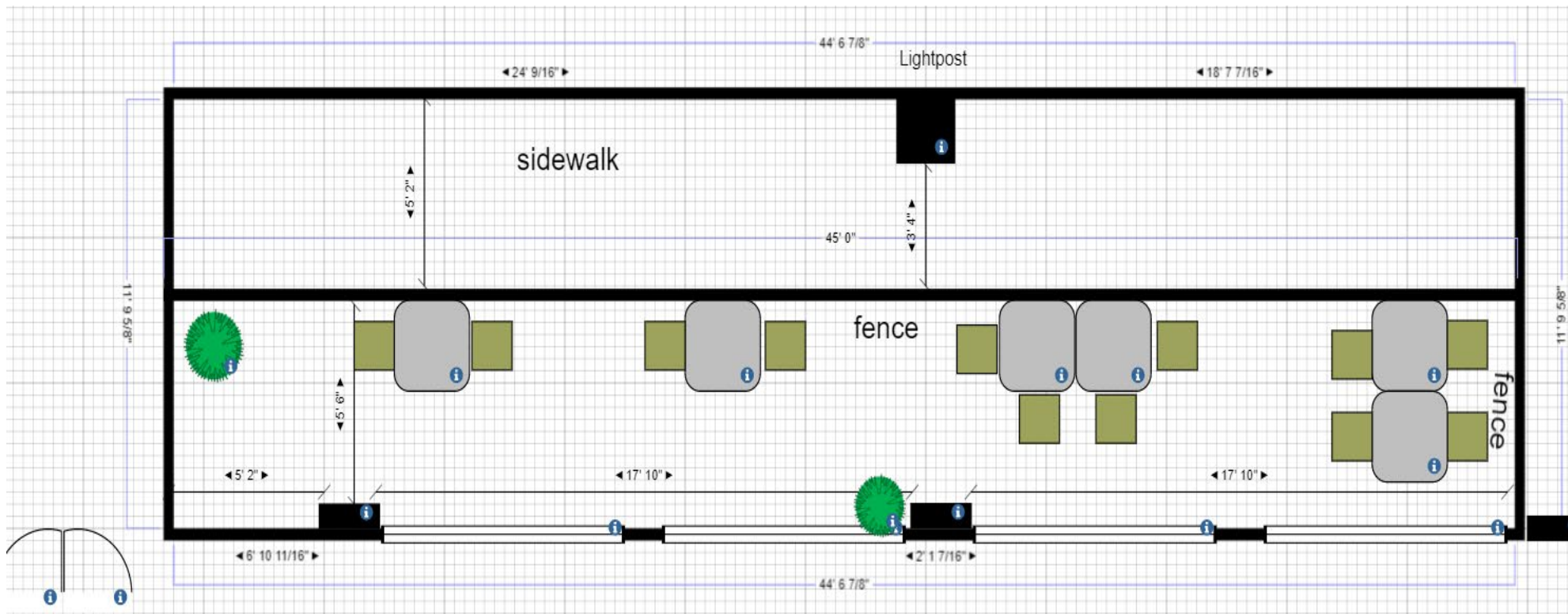
Regards

Marilea Hull

Owner, Dusters



The shaded area is where I want the proposed fenced in area would be located. Plan is on the next page





This is the metal fencing I was planning on. It will be 4 feet high.



We can fit small tables and chairs. This is an example of the table and chairs that I will be putting out there. These are 27 1/2 square which are big enough for 3 people max See the floor plan with layout.

14.B. Resolution No. R23-69 approving assignment and assumption of lease from Winfield Solutions, LLC to Central Valley Ag Cooperative for hangar and load pad space at airport.

RESOLUTION NO. R23-69

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN ASSIGNMENT AND ASSUMPTION OF LEASE AND A CONSENT BY LESSOR FROM WINFIELD SOLUTIONS, LLC TO CENTRAL VALLEY AG COOPERATIVE FOR HANGAR AND LOAD PAD SPACE AT THE COLUMBUS AIRPORT, 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.

WHEREAS, the City of Columbus, by Resolution No. R12-40, approved a lease agreement with Winfield Solutions, LLC at the municipal airport; and

WHEREAS, said lease provides the city has the right of first refusal to purchase the installed improvements should Winfield Solutions, LLC want to sell them; and

WHEREAS, Winfield Solutions, LLC essentially provides applicator services out of the city's airport to one of its clients, Central Valley Ag Cooperative; and

WHEREAS, Winfield Solutions, LLC would like to assign its lease and sell its assets at the airport directly to Central Valley Ag Cooperative; and

WHEREAS, Winfield Solutions, LLC will only do this if the city approves otherwise they would keep operating as is; and

WHEREAS, the city's Airport Board has recommended approval of assignment and consent; and

WHEREAS, the city hereby approves this assignment of lease and consents to waiving its first right of refusal to purchase the installed improvements for this particular transaction.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Assignment and Assumption of Lease and Consent by Lessor to Assignment and Assumption of Lease concerning the lease with Winfield Solutions, LLC, 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.

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: 3/22/2023
FROM: Ross Niedbalski, Airport Manager
TO: Tara Vasicek, City Administrator
RE: Winfield Assignment of Land Lease

RECOMMENDATION:

Recommend approval of Assignment of Land Lease from WINFIELD SOLUTIONS, LLC, a Delaware limited liability company, with its principal place of business located at 4001 Lexington Avenue North, Arden Hills, Minnesota 55126 unto CENTRAL VALLEY AG COOPERATIVE, a Nebraska corporation, with its principal place of business located at 2803 N. Nebraska Avenue, York, Nebraska 68467

DISCUSSION:

Winfield Solutions, LLC (Winfield), is in the process of selling multiple locations to Central Valley Ag (CVA). Their holdings at the Columbus Municipal Airport are just a small portion of this much larger deal. In a meeting with Winfield Lawyers, Columbus City Attorney, and myself Columbus Airport Manager on 4/20/23 it was expressed by Winfield that they are trying to streamline their operations with Central Valley Ag. Winfield expressed that by selling assets such as their hanger and spray pad and the Columbus airport it would allow CVA to have more control over their spray operations at the airport. Winfield said that if the assignment of lease wasn't approved they would simply keep the current lease and not proceed with the much larger sale to CVA.

FISCAL IMPACT:

This will have no Fiscal change to the airport or city budget as CVA would be assuming a current land lease.

ALTERNATIVE:

If not approved Winfield Solutions, LLC, has expressed that they will continue on with their Land Lease with the City of Columbus.

SIGNATURE:

By: Ross Niedbalski
Ross Niedbalski, Airport Manager

Approved By: Tara Vasicek
Tara Vasicek, City Administrator

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this “Assignment” or “Agreement”) is made effective as of April 1, 2023 (the “Agreement Date”) by and among WINFIELD SOLUTIONS, LLC, a Delaware limited liability company, with its principal place of business located at 4001 Lexington Avenue North, Arden Hills, Minnesota 55126 (hereinafter “Assignor”) and CENTRAL VALLEY AG COOPERATIVE, a Nebraska corporation, with its principal place of business located at 2803 N. Nebraska Avenue, York, Nebraska 68467 (hereinafter “Assignee” and “Lessee”). Assignor, and Assignee are referred to collectively in this Assignment as the “Parties” and individually, without differentiation, each as a “Party.”

RECITALS

WHEREAS, the City of Columbus, Nebraska (hereinafter “Lessor”) and Assignor entered into a Lease Agreement dated April 1, 2012 attached hereto as **Exhibit A** as modified by this Agreement (collectively the “Lease”) relating to the premises consisting of a parcel of land for hangar and load pad space at the Columbus Municipal Airport located in the County of Platte, State of Nebraska, together with certain appurtenant interests, as further described in the Lease (the “Leased Premises”);

WHEREAS, Assignor has agreed to assign and transfer to Assignee, all of Assignor’s leasehold right, title and interest in and to the Lease and Leased Premises;

WHEREAS, Assignee has agreed to assume the all the obligations, responsibilities, liabilities, and agreements under the Lease as a material part of the consideration for assignment of the Lease and to comply with all airport rules and regulations; and

WHEREAS, Lessor has agreed to consent to said assignment and assumption of the Lease and waive its right of first refusal to the improvements located on the Leased Premises as to this specific assignment; it is acknowledged that the right of first refusal shall continue to fully apply to Assignee upon successful assignment of the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and other good and valuable consideration; the receipt and sufficiency of which are hereby acknowledged, the Parties agree to modify the terms and conditions of the Lease as follows.

1. Recitals; Application of Lease Terms. The Recitals set forth herein above are incorporated herein as if restated in their entirety. Except to the extent inconsistent with this Agreement and except to the extent that the terms of this Agreement specifically address a topic, the terms and conditions of the Lease shall apply and remain in full force and effect. Those capitalized terms which are used in this Agreement and are not defined herein shall have the respective meaning ascribed to them in the Lease.

2. Improvements. For the sake of clarity, the improvements owned by Assignor and located on the Leased Premises (the “Improvements”) are not included in the Lease or Leased Premises and are therefore not subject to the terms of this Agreement.

3. Assignment. Effective as of April 1, 2023 (the “Assignment Date”), the Assignor does hereby grant, transfer, assign and convey to Assignee all of Assignor’s right, title, and interest in, to the Lease and Leased Premises for the residue of the term of the Lease.

4. Acceptance and Assumption of Obligations. As of the Assignment Date, Assignee hereby accepts the Lease and Leased Premises in its “as is” “where is” condition. Assignee agrees to assume the Lease and to fulfill, perform and discharge all of Assignor’s covenants, duties, obligations and liabilities of Lessee under the Lease (including, without limitation, all duties to cause and keep Lessor and others named or referred to in the Lease fully insured and indemnified in accordance with the terms of the Lease), but only to the extent such obligations accrue and arise after the Assignment Date, and ratifies and agrees to be bound by all the provisions of the Lease.

5. Indemnities.

a. Assignee shall indemnify, protect, defend, and hold Assignor harmless from any and all loss, cost, expense, damage or liability, including reasonable attorneys’ fees, as a result of any claim or cause of action arising from any and all obligations of the Assignee accruing under the Lease, this Agreement, or any related agreement.

b. Assignor shall indemnify, protect, defend, and hold Assignee harmless from any and all loss, cost, expense, damage or liability, including reasonable attorneys’ fees, as a result of any claim or cause of action arising from any of the obligations of the Assignor accruing under the Lease prior to the Assignment Date.

6. Notices. As of the Assignment Date, all notices, requests, demands, or other communications directed to the Lessee, Assignee, or Assignor under the Lease in accordance with the terms of the Lease as follows:

All notices, requests, demands and other communications hereunder shall be in writing and deemed to have been duly given if said notice is delivered personally, sent by reputable overnight courier or by registered or certified mail, postage prepaid, and addressed as set forth below:

To Assignee and Lessee: Central Valley Ag Cooperative
2803 N. Nebraska Avenue
PO Box 429
York, NE 68467

To Assignor: Winfield Solutions, LLC
Land O’Lakes, Inc.
Attention: Corporate Real Estate MS2037
Mail: P.O. Box 64101, St. Paul, MN 55164-0101
Ship: 1200 County Road F West, Arden Hills, MN 55112-2921

With a required copy to: Land O’Lakes, Inc.
Attention: Law Department MS2500
Mail: P.O. Box 64101, St. Paul, MN 55164-0101
Ship: 1200 County Road F West, Arden Hills, MN 55112-2921

Each such notice or communication shall be deemed to have been given to, or served upon, the Party to whom or to which addressed on the date the same is served, sent by overnight courier, or deposited in the United States mail as certified mail, return receipt requested, postage prepaid, properly addressed in the manner above provided. Either Party may change the address to which notices are to be addressed by giving the other Party notice in the manner set forth above.

7. Successors and Assigns. The terms, conditions and agreements contained in this Agreement shall inure to the benefit of, and are binding on, the Parties hereto and their respective successors in interest and assigns.

8. Governing Law/Conflicts. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the state where the Leased Premises is located. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control.

9. Authority. The undersigned person or persons executing and delivering this Agreement on behalf of Lessor, Assignor and Assignee (as applicable) each represent and certify that he/she is a duly elected officer of such corporation/company/limited liability company and has been fully authorized to execute and deliver this Agreement; that said corporation/company/limited liability company has full capacity to execute and deliver this Agreement; and that all necessary action for the granting of this Agreement has been taken and done by such corporation/company/limited liability company.

10. Counterparts; Digital Copies; Electronic Signatures. This Agreement may be executed in several counterparts as deemed necessary or convenient, each of which, when so executed, shall be deemed an original, provided that all such counterparts shall be regarded as one and the same document, and any Party to this Agreement may execute any such agreement by executing a counterpart of such agreement. A facsimile or digital copy (pdf) of this signed Agreement shall be deemed to be an original thereof. In addition, the Parties agree that they may use the DocuSign® online document delivery and signature service of third party vendor DocuSign, Inc., for Electronic Transmission or such other method of Electronic Transmission as to which the Parties may mutually agree. The term “Electronic Transmission” shall mean any form of communication, not directly involving the physical transmission of paper that creates an electronic record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

11. Mutual Agreement. The Parties acknowledge and agree that they mutually enter into this Agreement and that the terms stated herein are the result of negotiations between the Parties, and that following such negotiations, each Party knowingly and voluntarily agrees to be bound by the terms contained in this Agreement.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK, THE SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee executed this Agreement as of the day, month and year first above written, with one or more of the Parties having executed through use of the DocuSign® online document signing and delivery service provided by third party vendor DocuSign, Inc., to be effective as of the Assignment Date.

ASSIGNOR:

LESSEE AND ASSIGNEE:

WINFIELD SOLUTIONS, LLC

CENTRAL VALLEY AG COOPERATIVE

By DocuSigned by:
Charles Von Feldt
231A3A8BFA094EE...
(Signature)
Charles B. Von Feldt
(Printed Name)
Its Secretary
(Title)

By Brian Dubas
(Signature)
Brian Dubas
(Printed Name)
Its Regional Operations Manager
(Title)

CONSENT BY LESSOR TO ASSIGNMENT AND ASSUMPTION OF LEASE

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE, by the undersigned Lessor (the "Consent") is made as of April 1, 2023.

The City of Columbus, Nebraska, a Nebraska municipality ("Lessor") and Winfield Solutions, LLC, a Delaware limited liability company ("Assignor"), are party to that certain Lease Agreement dated April 1, 2012 (the "Lease") relating to the premises consisting of a parcel of land for hangar and load pad space at the Columbus Municipal Airport located in the County of Platte, State of Nebraska, together with certain appurtenant interests, as further described in the Lease (the "Leased Premises").

Assignor desires to assign all of its right, title, and interest in and to the Lease to Central Valley AG Cooperative, a Nebraska corporation ("Assignee" and "Lessee"), and Assignee wishes to accept the assignment of the Lease and assume all obligations as lessee under the Lease accruing and arising after the date of such assignment (the "Assignment").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the Lessor does hereby agree as follows:

1. Subject to the provisions of this Consent, Lessor hereby grants its consents to (a) Assignor's assignment of its rights and obligations under the Lease to Assignee, and (b) Assignee's assumption of Assignor's rights and obligations under the Lease accruing and arising after the date of such assignment.
2. By executing this Consent, Lessor hereby waives its right of first refusal to the Improvements (as defined in the Assignment) owned by Assignor located on the Leased Premises. The parties agree that this waiver of first refusal is limited to this transfer only and that Lessor's the right of first refusal shall continue to fully apply to Assignee upon successful assignment of the Lease.
3. Lessor confirms to and for the benefit of Assignee that as of the Assignment Date: (a) the Lease is in full force and effect, (b) all payments due Lessor by Assignor required by the Lease were neither delinquent nor in default, (c) Assignor is current in its duties and obligations due and owing by virtue of the Lease, (d) Lessor has performed all terms and conditions required by said Lease, and (e) Lessor does not hold any prepaid rent.

LESSOR:

CITY OF COLUMBUS, NEBRASKA

By _____
(Signature)

(Printed Name)

Its _____
(Title)

APPROVED AS TO FORM

By AVG
City Attorney

**Exhibit A to Assignment and Assumption of Lease
Lease**

See attached.

Exhibit A to Assignment and Assumption of Lease, Page 1 of 18
Lease

RESOLUTION NO. R12-40

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A 25 YEAR LEASE WITH WINFIELD SOLUTIONS, LLC, FOR HANGAR AND LOAD PAD SPACE AT THE COLUMBUS MUNICIPAL AIRPORT.

WHEREAS, WINFIELD SOLUTIONS, LLC, has requested space at the Columbus Municipal Airport from which it will base aerial spraying operations for area farms; and,

WHEREAS, a lease for such aerial spraying applications has been negotiated with Winfield Solutions, which lease has been reviewed and recommended by the Columbus Board of Airport Commissioners for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the 25 year lease agreement with Winfield Solutions, LLC, for hangar and load pad space as recommended by the Columbus Board of Airport Commissioners is approved.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the lease on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER Tracy Reardon

PASSED AND ADOPTED THIS 16th DAY OF April, 2012.

Michael L. Moses
MAYOR

ATTN: ST. Walters
CITY CLERK

APPROVED AS TO FORM:
Steve [Signature]
CITY ATTORNEY



**Exhibit A to Assignment and Assumption of Lease, Page 2 of 18
Lease**

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as "Lease" is made and entered into effective April 1, 2012, between the CITY OF COLUMBUS, NEBRASKA, hereinafter referred to as "Lessor" and WINFIELD SOLUTIONS, LLC, a Delaware limited liability company, hereinafter referred to as "Lessee" for the purpose of providing space at the Columbus Municipal Airport for a hangar and load pad to be constructed by Lessee on land owned by Lessor.

WITNESSETH:

WHEREAS, Lessor herein is the owner of the Columbus Municipal Airport located in Platte County, Nebraska, hereinafter referred to as the "Airport"; and

WHEREAS, Lessor deems it advantageous to itself and to its efficient operation of the Airport to lease unto Lessee a parcel of land described below and shown on Exhibit "A" attached hereto and made a part hereof, together with certain privileges, rights, uses and interests therein, as hereinafter set forth: and

WHEREAS, Lessee proposes to lease on a net basis from Lessor the ground area described below and shown on Exhibit "A" attached hereto, all as herein set forth; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said ground in accordance with standards established by Lessor, if granted a lease of sufficient term on said ground area.

NOW, THEREFORE, Lessor and Lessee agree as follows:

ARTICLE I

PREMISES AND PRIVILEGES

- A. DESCRIPTION OF LEASED PREMISES. Lessor, in consideration of the compensation and covenants and agreements set forth to be kept and performed by Lessee, does hereby lease unto Lessee, upon the conditions set forth, the following premises and attendant rights.

The location of the leased premises is shown on Exhibit "A." Lessee and its sublessees shall enjoy the general use of all public airport facilities and improvements of a public nature which are now, or may hereafter be, connected with or appurtenant to the Airport, except as provided herein.

For the purpose of this Lease, "Public Airport Facilities" shall include all necessary landing area appurtenances, including, but not limited to, approach areas, runways,

Exhibit A to Assignment and Assumption of Lease, Page 3 of 18
Lease

taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and navigational aids, lighting facilities, or other public elements appurtenant to the Airport.

It is mutually agreed that the granting of this Lease and acceptance by Lessee is conditioned upon the right to use the Public Airport Facilities in common with others authorized to do so, which right shall be exercised only subject to, and in accordance with the laws of the United States of America and the State of Nebraska, and the rules and regulations promulgated by their authority or any department or agency thereof with reference to aviation and air navigation, and in accordance with all reasonable and applicable laws or ordinances, rules and regulations of Lessor now in force or hereafter prescribed.

- B. RIGHTS, PRIVILEGES, USES, AND INTERESTS. In addition to the general rights privileges, uses and interests attaching to the Leased Premises hereinbefore described, and without limiting the generality thereof, the following particular rights, privileges, uses, and interests are given to Lessee and or/it's lessees or sublessees. To wit:
- (1) The loading and unloading of aircraft in any lawful private aviation activities.
 - (2) The maintenance, storage and servicing of any aircraft owned, leased, rented and/or managed by Lessee, which are used by Lessee, or by any third parties contractually authorized by Lessee, in the conduct of its business. Maintenance and servicing aircraft shall include over-hauling, rebuilding, repairing, inspecting and licensing activities performed on such aircraft by Lessee, its employees, agents or contractors. The Leased Premises shall not be used by Lessee to perform maintenance, storage, and servicing or inspecting of aircraft for members of the public, generally, who are owners or operators of aircraft.
 - (3) The use of said Public Airport Facilities and navigational aids and facilities relating thereto for purposes of non-commercial landings, takeoffs and taxiing of aircraft.
 - (4) The use of and a right of ingress to and egress from the Leased Premises without charge therefore, except the considerations set forth herein.
 - (5) The right to provide for the location, construction, erection and maintenance of improvements, in any lawful manner, upon or in the Leased Premises, for the purpose of carrying out any of the activities provided for herein; subject, however, to the conditions herein generally or particularly set forth.
 - (6) Storing of chemicals used in the spraying operations conducted by Lessee.

Exhibit A to Assignment and Assumption of Lease, Page 4 of 18
Lease

ARTICLE II

OBLIGATIONS OF LESSOR

- A. Lessor covenants and agrees that at and until the granting and delivery of this Lease, it is well seized of the Leased Premises and has good title thereto, free and clear of all liens and encumbrances having priority over this Lease and full right and authority to lease the same as herein set forth, and that all things have happened and been done to make its granting of said Lease effective, and Lessor warrants to Lessee peaceful possession and quiet enjoyment of the Leased Premises during the term hereof upon performance of the Lessee's covenants herein.
- B. Lessor covenants and agrees during the Initial Term and any Renewal Term hereof to operate and maintain the Airport and its Public Airport Facilities, as defined in Article I, Paragraph A., as a public airport consistent with and pursuant to the Sponsors Assurances given by the Lessor to the United States Government under the Federal Aviation Act. Thereafter, Lessor may, but shall not be obligated to, maintain the Airport under the terms of this Lease. In the event, however, that the Airport should be abandoned during the twenty five (25) year term of this Lease, all rental, future fees and charges shall cease and thereby be discontinued.
- C. It is further agreed that Lessor shall install, and shall, without cost to the Lessee, maintain in the area of the Leased Premises as shown on the attached Exhibit "A" water, sewer and electric lines with a capacity sufficient to serve the Leased Premises.
- D. Lessor agrees to keep the general service lines for water, sewer and electricity operational during the term of this Lease at no expense to Lessee and Lessee shall have the right to hook to the same at Lessee's expense. All services of the Leased Premises shall be installed by the Lessee upon approval of applications for the same, paying all the required hookup fees or charges, as well as monthly service charges payable at the Lessee's expense.
- E. Lessor hereby agrees to provide maintenance for the concrete areas around the Lessee's Leased Premises, including snow plowing or removal.

ARTICLE III

OBLIGATIONS OF LESSEE

- A. Lessee agrees that the Leased Premises shall be maintained in a presentable condition consistent with the good business practices and equal in appearance and character to other similar improvements on the Airport, which specifically includes maintenance of the area surrounding the building, but not including those items performed by Lessor under Article II. If this maintenance is not done satisfactorily by the Lessee, Lessor, after

Exhibit A to Assignment and Assumption of Lease, Page 5 of 18
Lease

giving Lessee seven (7) days' notice, may perform the maintenance and charge Lessee therefor. The decision of the Airport Manager in this regard shall be binding.

- B. Lessee and its tenants, employees, agents, servants and assigns shall obey the rules and regulations of the Columbus Municipal Airport as from time to time may be promulgated by Lessor, through the Columbus Board of Airport Commissioners, or its authorized agents in charge of the Airport, and the Lessee and its tenants will be required to obey such rules and regulations as may from time to time be promulgated by the United States or any department or agency thereof and the State of Nebraska for like purposes.
- C. Lessee agrees that the structure or improvement to be placed on the Leased Premises shall be a hangar and potentially an office facility with approved spray loading equipment essentially as shown on Exhibit "B" attached hereto. Lessee agrees that no other structure or improvement will be placed on the Leased Premises except by written authorization of Lessor or its authorized agents.
- D. Lessor, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on the said Leased Premises described in this Lease for the purpose for which a Department of Transportation (DOT) program or activity is extended or for any other purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the DOT, and as said Regulations may be amended and will be bound by all of the items, terms and conditions and assurance contained or made applicable by the grant agreement for such program or activity.
- E. Lessee, for itself, its successors, in interest and assigns, as part of the considerations hereof, does hereby covenant and agree that:
 - (1) No person on the grounds of race, color, creed or national origin, age or disability shall be excluded from participation in, denied benefits of or be otherwise subjected to discrimination in the use of said facilities;
 - (2) In the construction any improvements on or over or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed or national origin, age or disability shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination;
 - (3) Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 C.F.R Part 21, Nondiscrimination in Federally Assisted Programs of the DOT, and as said Regulations may be amended.

**Exhibit A to Assignment and Assumption of Lease, Page 6 of 18
Lease**

- F. In the event that the subject party shall become subject to taxation by virtue of its lease by Lessee or the uses thereof by Lessee, or its successors and permitted assigns, Lessee shall pay all such taxes as shall be attributable to the term of this Lease before they become delinquent, and failure to do so shall be an event of default under this Lease.

ARTICLE IV

TERM OF LEASEHOLD

- A. The term of this Lease shall be for a term of twenty-five years (25), commencing April 1, 2012 (the "Initial Term"). Upon expiration of the Initial Term, the Lease shall automatically renew for one (1) year periods unless Tenant provides notice within ninety (90) days prior to the end of the Initial Term or any renewal term (each a "Renewal Term") of its intention to terminate the Lease. The rental for each Renewal Term shall be at a rate to be negotiated but which rental shall not be in excess of the going rental rate for land rentals on the Airport property at that time. Lessor further agrees that in the event Lessee desires to lease the Leased Premises for a Renewal Term, Lessor will not lease the Leased Premises to any other party for an amount less than what Lessee is willing and able to pay. In the event Lessee does not renew the Lease, or Lessee terminates this Lease as provided herein, Lessee shall have the option to remove any improvements placed upon the Leased Premises by the Lessee, or to sell the improvements owned by Lessee. In the event Lessee decides to sell the improvements owned by the Lessee, the Lessor shall have the right of first refusal to buy the Lessee's improvements. The right of first refusal is defined for the purposes of this Lease as meaning the Lessor shall have the right, if it chooses, to purchase the improvements for a price equal to an amount the Lessee is willing to sell the improvements to a third party, and Lessee shall not sell the improvements to a third party at a lesser price, without first offering the Lessor the right to purchase the said improvements at said lesser price.
- B. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the terms of this Lease shall be extended by the amount of the term of such suspension, of Lessee shall have the right to terminate this Lease as provided herein.
- C. The parties hereby agree that any improvements erected on the Leased Premises by Lessee shall remain personal property and the property of the Lessee, and the said improvements shall not become a part of the real estate.

Exhibit A to Assignment and Assumption of Lease, Page 7 of 18
Lease

ARTICLE V

RENTALS

For the gross land area leased to Lessee as shown on Exhibit "A" including any area for private aprons or chemical loading and buildings therein, as defined in Article I, Paragraph A, a gross rental of \$3,850 per year shall be paid to Lessor by Lessee.

- A. The rental rate above provided shall be paid annually, in advance, the first payment to be made on May 1, 2012.
- B. As used in this Paragraph "C" the word "Index" shall mean the Consumer Price Index for all Urban Consumers – U.S. City Average, All Items, (1982-1984=100) and as issued by the Bureau of Labor Statistics of the United States Department of Labor. If the index is subsequently converted to a different standard reference base or otherwise revised, the determination of the percentage change (increase or decrease) shall be made by using the conversion factor, formula or table as published by the aforementioned Bureau of Labor Statistics or any other United States Government successor entity. If the index ceases to be published, then for the purposes of this Paragraph "C" there shall be substituted for it any other index that the Lessor and Lessee shall mutually agree upon.
- C. The annual rental of \$3,850 to be paid by Lessee to Lessor in the manner set forth in Paragraphs "A" and "B" of this Article V, shall be adjusted once every five years during the term of the Lease by the change in the CPI over the preceding five year period. The change in the CPI shall be calculated by a formula, the numerator of which shall be the index for October, as reported by the Bureau of Labor Statistics in November, of the fifth year of the term of the Lease, less the index for October of the first year of the term of this Lease, and the denominator of which shall be the index for October of the first year of the term of this Lease. During the term of this Lease, after the first five year term, for each succeeding five year term thereafter, the rental shall be similarly increased by the percentage determined in the same manner using the index for October of the applicable succeeding five year lease term.

ARTICLE VI

TERMINATION OF LEASE, CANCELLATION, ASSIGNMENT AND TRANSFER

- A. This Lease shall terminate at the end of the full term hereof, and Lessee shall have no further right or interest in any of the lands hereby leased, except as provided in Article IV, Paragraph "A" hereof.
- B. In the event Lessor abandons the Airport during the term of this Lease, as set forth in Article II, Paragraph "B" of this Lease, Lessee shall have the option to either remove any

Exhibit A to Assignment and Assumption of Lease, Page 8 of 18
Lease

improvements placed on the Leased Premises by Lessee or sell the improvements owned by Lessee as provided in Article IV, Paragraph "A."

- C. Lessor may take immediate possession of the Leased Premises and declare this Lease terminated upon the occurrence of any of the following events: Nonpayment of the whole or any part of the amounts agreed upon at the time such payments become due; on the filing of a voluntary petition in bankruptcy; the destruction of the improvements on the Leased Premises without replacement thereof within a six (6) month term; the occurrence of any act which operates to deprive Lessee permanently of the rights, power and privileges necessary for the proper conduct and operations of the rights granted herein; the abandonment of the Leased Premises as set forth in Article I herein, or upon the nonperformance by Lessee of any of the agreements and covenants herein mentioned by it to be kept and performed. It is agreed that failure of Lessor to declare the Lease terminated upon the default of the Lessee for any of the reasons set out shall not operate to bar or destroy the right of the Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease; provided, however, that before exercising its termination privileges herein, Lessor shall first give written notice to Lessee of any default or alleged breach, and Lessee shall have sixty (60) days within which to comply before this Lease may be terminated.
- D. Lessee may, for any reason, terminate this Lease by providing written notice to Lessor at least six (6) months prior to such termination. In the event Lessee terminates this Lease during the term of this Lease, Lessee shall have the option to either remove any improvements placed on the Leased Premises by Lessee, or sell the improvements owned by the Lessee as provided in Article IV, Paragraph "A."
- E. Lessee shall have the right and privilege of sale, assignment or transfer of this Lease for the purposes defined in Article I, Paragraph "B" hereof upon notice to Lessor except that Lessee shall not sell, assign or transfer this Lease without written approval of the Lessor, which approval shall not be unreasonably withheld. Lessor shall have sixty (60) days to review any sale, assignment or transfer of this Lease and will be required to respond to Lessee with acceptance or objections to Lessee's request.
- F. During the time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use, and if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of this Lease, the Government, shall be suspended in accordance with Article IV, Paragraph "B" hereof.
- G. This Lease is subordinate to the provisions of any existing or future lease between Lessor and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the

**Exhibit A to Assignment and Assumption of Lease, Page 9 of 18
Lease**

expenditure of federal funds for the development or use of the Airport. Should the effect of such future agreement with the United States Government be to take any of the property under agreement or substantially destroy the value of such improvements during the term of this Lease, Lessor shall relocate the improvements to the extent practicable or terminate this Lease under the terms of Article VI, Paragraph "B" hereof at the option of the Lessee.

- H. Lessee shall have the right to sublease all or any part of the space leased hereunder; provided, however, that any tenant or sublessee shall be subject to the same conditions, obligations and terms as set forth herein and Lessee shall be responsible for the observance by its tenants and sublessees of the terms and covenants of this Lease.

ARTICLE VII

NOTICES

Notice to Lessor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the Columbus Airport Manager, 1304 Bill Babka Drive, Columbus, NE 68601, or to City Hall, 2424 14th Street, Columbus, NE 68601, or to such other address as may have been designated in writing from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Lessee at Winfield Solutions, LLC, 1080 West County Road F, Shoreview, MN 55126, to the attention of Willis DeKruif, or such other address as may have been designated in writing from time to time.

ARTICLE VIII

GENERAL PROVISIONS

- A. NET LEASE. This Lease in every sense shall be without cost to Lessor for the development, maintenance, and improvement of the Leased Premises. It shall be the sole responsibility of Lessee to keep, maintain and repair any and all buildings or associated appurtenances which it may be permitted to construct on the Leased Premises at Lessee's sole cost and expense.
- B. INDEMNIFICATION. The Lessor shall stand indemnified by Lessee as provided herein. It is expressly understood and agreed by and between the parties hereto that Lessee herein is and shall be deemed to be, an independent contractor and operator responsible to all parties for its respective acts, errors and omissions and Lessor shall in no way be responsible therefor. It is further agreed that in the use of the Airport, and in the erection or construction of any improvements thereon, and the exercise or enjoyment of the privileges herein granted, Lessee agrees to indemnify and save harmless Lessor from any and all losses that may result to the Lessor from any negligence on the part of Lessee. Lessee shall not be responsible to indemnify Lessor for the following events: Acts of

**Exhibit A to Assignment and Assumption of Lease, Page 10 of 18
Lease**

God, riots, civil commotion and the public enemy. Lessor agrees to indemnify and save harmless Lessee for any and all losses that may result to Lessor from any negligence on the part of Lessor.

- C. STORAGE OF MATERIALS AND SALE OF GOODS AND SERVICES. Lessee shall not engage in the sale of gasoline, services or any sales of any type, from the Leased Premises. Lessee shall refrain from storing any items or materials on the Leased Premises which would violate the local or national fire codes; however, Lessee shall be permitted to store materials and supplies incident to its operations, including but not limited to oxygen and aviation engine oil in approved containers for its own use and needs and crop protection products for ultimate loading onto planes from the Leased Premises (such crop protection products to be primarily stored at the Load Pad portion of the Leased Premises). This Paragraph "C" shall not be interpreted to allow Lessee to store aviation gasoline in quantities over 1500 gallons (or at such higher levels as are acceptable according to applicable rules and regulations on the Load Pad). As noted above, Lessee is specifically granted permission, with appropriate compliance with statutory and local requirements, to store such crop protection chemicals as are necessary for the spraying operations to be conducted from the Leased Premises.
- D. LIABILITY INSURANCE. Lessee shall carry premises and operators liability insurance with a liability limit of \$1,000,000. Lessee shall cause Lessor to be named as additionally insured on said policies and Lessee shall provide Lessor with evidence of said insurance on a current basis and further provide in said policies that Lessor shall be notified of cancellation of any coverage.

ARTICLE IX

GENERAL

- A. The paragraph headings contained herein are for convenience in reference, and are not intended to define the scope of any provision of this Lease.
- B. All of the terms, covenants and agreements herein contained shall be binding upon and shall ensue to the benefit of successors and assigns of the respective parties hereto.
- C. The city of Columbus, Nebraska, Lessor, shall have the right to review and approve the specifications for the building of the hangar to ensure it meets appropriate life safety and building codes and all improvements associated therewith and to approve the location of the hangar on the Leased Premises.
- D. This Lease shall be governed by, constructed and enforced in accordance with the laws of the State of Nebraska, and the parties agree that any action arising out of or related to this

**Exhibit A to Assignment and Assumption of Lease, Page 11 of 18
Lease**

Lease brought in any court by Lessor against Lessee shall be brought only in the federal or state courts in and for the State of Nebraska.

- E. This Lease is expressly subject to the statutes of the State of Nebraska regarding the Columbus Municipal Airport and the Leased Premises shall revert to the city of Columbus, Platte County, Nebraska, subject to this Lease, in accordance with the said statutes. This Lease shall be binding on any successor or assignee of the city of Columbus, Nebraska.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set out below.

CITY OF COLUMBUS, NEBRASKA

WINFIELD SOLUTIONS, LLC

By: *Gregory A. Rudman*

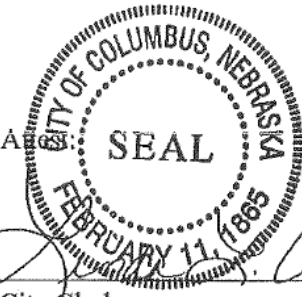
By: *Randy Shovel*

Michael L. Moser
Mayor

Exec V.P./COO
Title

4/16/12
Date

4/5/12
Date



J. L. Walters
City Clerk

Witness: *Linda M. Johnson*
Executive Assistant
Title

Approved as to form:

Stephen C. Hansen
City Attorney

APPROVED AS TO FORM AND
CONTENT ON *4/16/2012*
BY *Stephen C. Hansen*
STEPHEN C. HANSEN
COLUMBUS CITY ATTORNEY

**Exhibit A to Assignment and Assumption of Lease, Page 12 of 18
Lease**

Exhibit A

Leased Premises

[This should reference the Land for the hangar as well as the load pad for loading and product into the aerial sprayer's plane (the "Load Pad")]

[See Attached Legal Descriptions and Maps]

**Exhibit A to Assignment and Assumption of Lease, Page 13 of 18
Lease**

Tract No. 1 - New Hangar

A tract of land located in the SW 1/4 of Section 17, T17N, R1E of the 6th P.M. in Platte County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of Section 17, T17N, R1E of the 6th P.M. and assuming the west line of the SW 1/4 of said Section 17, to have a bearing of N 00°08'12" W; thence N 00°08'12" W and on said west line, 1165.59 feet; thence S 89°52'42" E, 1242.24 feet; thence N 00°55'52" E, 441.62 feet, to the point of beginning; thence S 89°54'49" W, 130.00 feet; thence N 00°05'11" W, 80.00 feet; thence N 89°54'49" E, 130.00 feet; thence S 00°05'11" E, 80.00 feet, to the point of beginning, containing 0.24 acres, more or less.

Tract No. 1 - Center of New Hangar Tract

Latitude 41°26'34.90" N
Longitude 097°20'40.97" W
Elevation 1444.0

Tract No. 2 - Ramp Extension

A tract of land located in the SW 1/4 of Section 17, T17N, R1E of the 6th P.M. in Platte County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of Section 17, T17N, R1E of the 6th P.M. and assuming the west line of the SW 1/4 of Section 17, to have a bearing of N 00°08'12" W; thence N 00°08'12" W and on said west line, 1165.59 feet; thence S 89°52'42" E, 1242.24 feet; thence N 71°08'59" E, 903.09 feet, to the point of beginning; thence N 59°57'43" E, 80.00 feet; thence S 30°02'17" E, 30.00 feet; thence S 59°57'43" W, 20.00 feet; thence S 30°02'17" E, 48.00 feet; thence S 59°57'43" W, 40.00 feet; thence N 30°02'17" W, 48.00 feet; thence S 59°57'43" W, 20.00 feet; thence N 30°02'17" W, 30.00 feet, containing 0.10 acres, more or less.

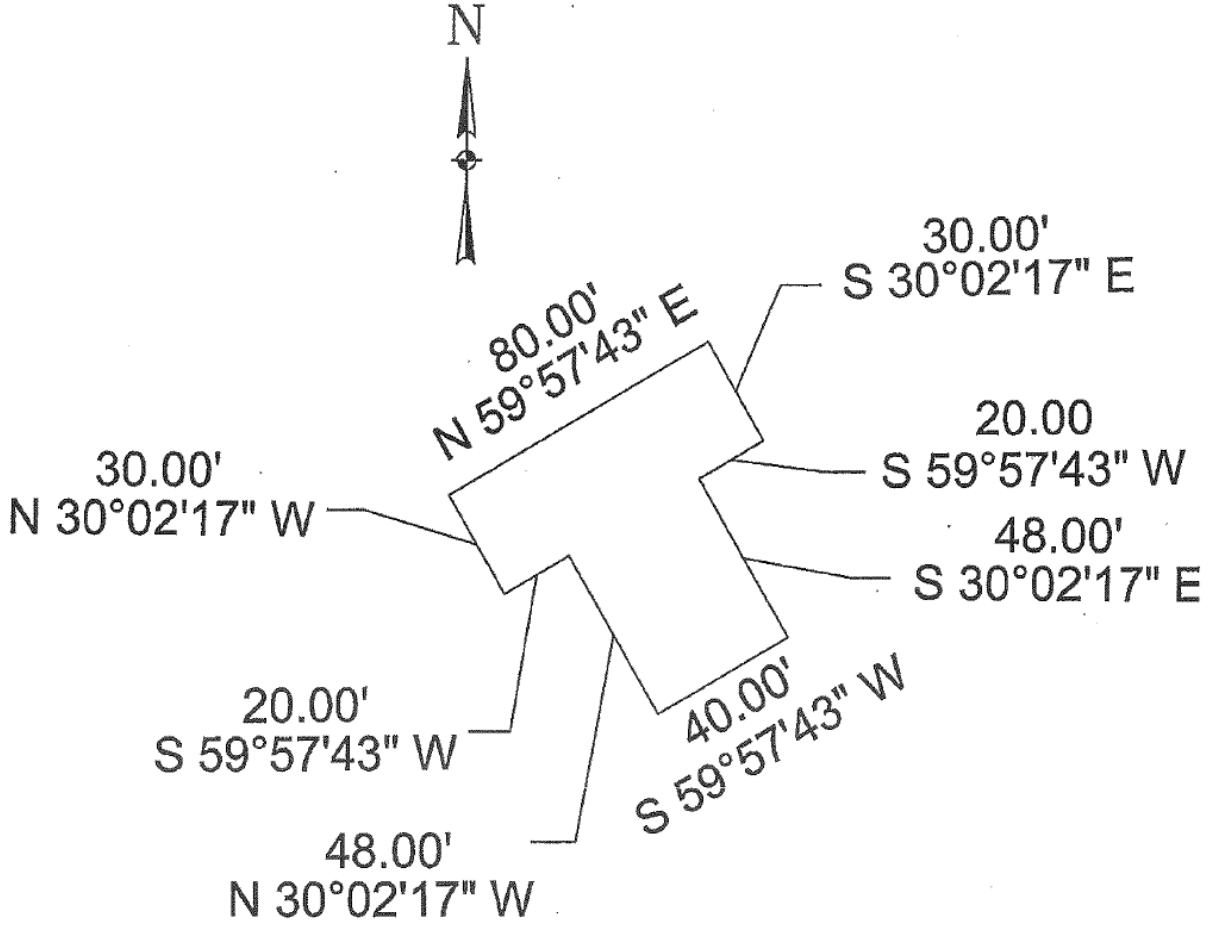
Tract No. 2 - Center of Ramp Extension Tract

Latitude 41°26'32.88" N
Longitude 097°20'28.60" W

Exhibit A to Assignment and Assumption of Lease, Page 14 of 18
Lease

SKETCH

SCALE: 1 = 40

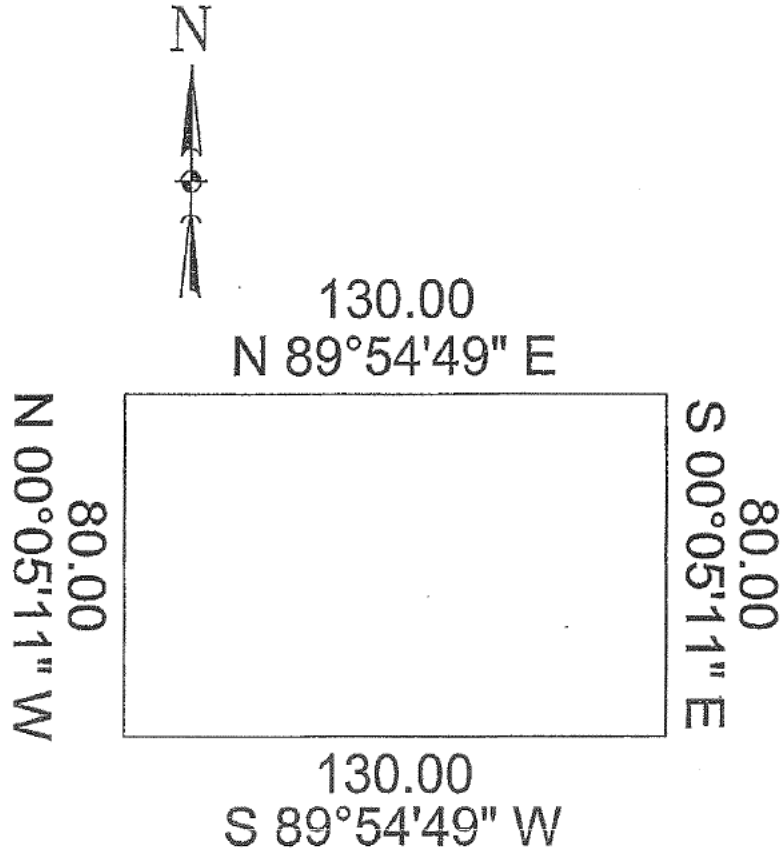


Center Ramp Extension
Lat: 41°26'32.88" N
Long: 097°20'28.60" W

Exhibit A to Assignment and Assumption of Lease, Page 15 of 18
Lease

SKETCH

SCALE: 1 = 40



Center New Hangar
Lat: 41°26'34.90" N
Long: 097°20'40.97" W

**Exhibit A to Assignment and Assumption of Lease, Page 17 of 18
Lease**

Aeronautical Study Number - 2012-ACE-408-NRA

Datum's used in determining latitude and longitude for the corners of the Land O'Lakes, Inc. 80-foot x 80-foot hangar, were NAD 83 and NAVD 88.

The following data corresponds with the attached sketch:

- a. Northeast Corner, New Hangar
 - Latitude 41°26'35.30" N
 - Longitude -097°20'40.44" W
 - From centerline runway 1127.19'
 - AMSL 1462.84'
 - AGL 19'

- b. Southeast Corner, New Hangar
 - Latitude 41°26'34.51" N
 - Longitude -097°20'40.44" W
 - From centerline runway 1167.18'
 - AMSL 1462.84'
 - AGL 19'

- c. Southwest Corner, New Hangar
 - Latitude 41°26'34.51" N
 - Longitude -097°20'41.49" W
 - From centerline runway 1236.47'
 - AMSL 1462.84'
 - AGL 19'

- d. Northwest Corner, New Hangar
 - Latitude 41°26'35.30" N
 - Longitude -097°20'41.49" W
 - From centerline runway 1196.48'
 - AMSL 1462.84'
 - AGL 19'

- e. Southeast Corner, New Apron at Hangar
 - Latitude 41°26'34.60" N
 - Longitude -097°20'41.49" W
 - AMSL 1458.84'
 - AGL 15'

- f. Northeast Corner, New Apron at Hangar
 - Latitude 41°26'35.20" N
 - Longitude -097°20'41.49" W
 - AMSL 1458.84'
 - AGL 15'

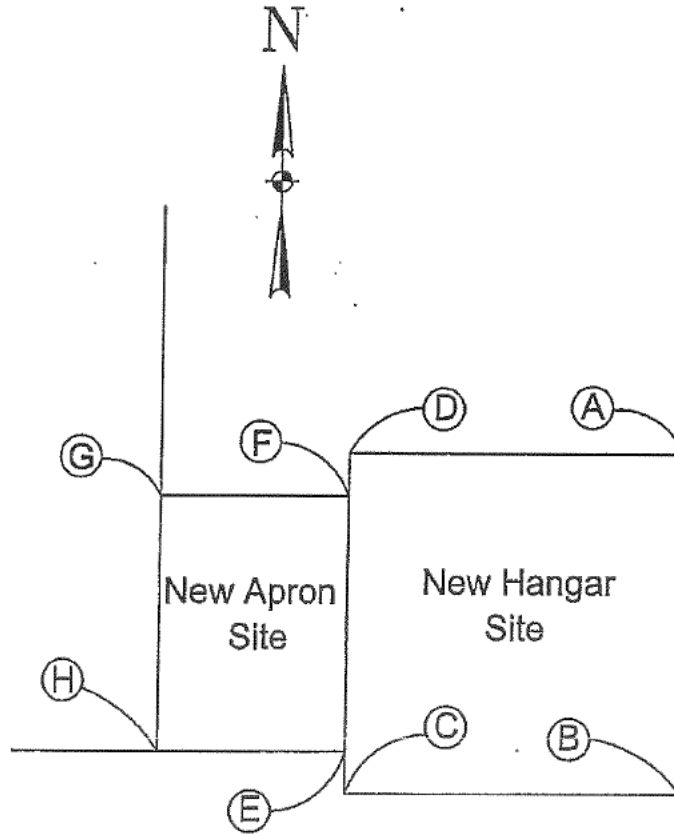
- g. Northwest Corner, New Apron at Existing Taxiway
 - Latitude 41°26'35.20" N
 - Longitude -097°20'42.08" W
 - AMSL 1458.88'
 - AGL 15'

- h. Southwest Corner, New Apron at Existing Taxiway
 - Latitude 41°26'34.60" N
 - Longitude -097°20'42.21" W
 - AMSL 1459.19'
 - AGL 15'

Exhibit A to Assignment and Assumption of Lease, Page 18 of 18
Lease

SKETCH

SCALE: 1 = 40



14.C.Resolution No. R23-70 approving Memorandum of Understanding with Loup Public Power District for use of property for firing range located north of Loup Canal bridge off 83 Street.

RESOLUTION NO. R23-70

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH LOUP PUBLIC POWER DISTRICT FOR A FIREARM RANGE TO BE USED BY THE COLUMBUS POLICE DEPARTMENT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Memorandum of Understanding with Loup Public Power District for use of land for a firearm range by the Columbus Police Department, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Memo

To: Jim Bulkley, Mayor

Thru: Tara Vasicek, City Administrator

From: Charles Sherer, Chief of Police

CC:

Date: 5/9/2023

Re: Firearms Training Range

Recommendation:

I would recommend that the City of Columbus (Police Department) enter into an Memorandum of Understanding for the use of property owned by Loup Public Power along the Loup River Canal north of the Columbus Rifle Club for the purposes of law enforcement training in firearms qualification and proficiency.

Discussion:

Last December (2022) we lost our lease to our previous firearms training range on the property owned by George Drummond, the land was part of an estate that was sold and we were no longer considered as a tenant to resume that lease. Because the Police Department has statutory and regulatory requirements to maintain firearms proficiency and annual qualification, we were forced to pursue other range options. After an exhaustive search we have found a location that will suffice when it's available.

Fiscal Impact:

Fiscal impact is none.

Alternatives: Attempt to locate property suitable for a firearms range and purchase it for range development and longtime use.

MEMORANDUM OF UNDERSTANDING FIREARMS RANGE AGREEMENT

COMES NOW, Loup Public Power District (hereinafter referred to as "OWNER"), and the City of Columbus, Nebraska, a municipal corporation of the State of Nebraska (hereinafter referred to as "COLUMBUS"), and hereby jointly and mutually stipulate and agree as follows:

WHEREAS, OWNER owns land suitable for a Firing Range located north of the Loup Canal Bridge off 83rd Street, Platte County Nebraska (hereinafter referred to as the "Firing Range"); and

WHEREAS, COLUMBUS' Police Department is in need of certain Firearms Training facilities, which may include an area for pistol (handgun), rifle and shotgun (Long gun) ranges to familiarize, train, and perform state qualification in law enforcement techniques; and

WHEREAS, the COLUMBUS and its Police Department acknowledges that the Firing Range is acceptable for its required personnel training requirements and as such desires to train its officers and employees at the Firing Range; and

WHEREAS, COLUMBUS and Police Department finds that the training of COLUMBUS Police Officers & employees shall increase the presence of adequately and properly trained law enforcement officers within the City of Columbus, Nebraska, and Platte County and that such training benefits the health, safety, and welfare of the COLUMBUS' citizens and employees;

NOW THEREFORE:

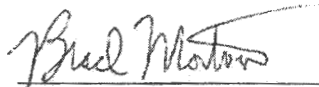
1. OWNER agrees to permit the COLUMBUS Police Department, its Officers and its employees to enter the Firing Range for training purposes within the terms and conditions of this Agreement. COLUMBUS agrees that its use of the Firing Range shall be only for law enforcement training purposes and not for private shooting; and, family and friends of COLOUMBUS Police Department and its Officers shall not be permitted on the Firing Range.
 - a. Upon being informed by OWNER, COLUMUBS, its Police Department, and its Officers shall not use, until otherwise notified by OWNER, the Firing Range when OWNER is using the premises as a tree dump or when OWNER feels that there is a chance of a fire hazard due to dry conditions.
2. Either Party may decide to terminate this Agreement for any reason upon written notice. In the event either party elects to terminate this Agreement as provided herein, this Agreement shall cease as if the day of the terminating party's election to terminate was the day originally fixed on this Agreement for its expiration.

3. COLUMBUS Police Department agrees that all of its officers and employees which enter upon the Firing Range shall be informed of OWNER's Range Rules, which are attached hereto and incorporated as if fully set forth herein (the "Rules"). COLUMBUS Police Department shall be responsible for its officers and employees and only its officers and employees to hold their conduct to adherence to said rules. Violation of said rules may result in OWNER banning any and all use of the COLUMBUS Police Department Officers and employees from entering the Firing Range and/or automatic termination of this agreement.
4. COLUMBUS Police Department shall be responsible for supplying all equipment, training materials, instructions, supervision, and discipline to its personnel during utilization of the Firing Range.
5. COLUMBUS shall not be responsible for any damage to the Firing Range that would be attributed to regular wear and tear of the Firearms Range unless specifically stated otherwise herein.
6. COLUMBUS, its Police Department, Officers, and employees will not be allowed to make any structural improvements on the Firing Range without prior permission from OWNER or his representative.
7. COLUMBUS Police Department shall be responsible for any and all losses, damages, claims, or liabilities caused or contributed to, in any way, manner or form, by an act of omission of COLUMBUS Police Department officers and/or employees, or to any guests or observers accompanying the COLUMBUS, its Police Officers, and/or their employees.
8. COLUMBUS hereby releases OWNER or his representative or agent from any losses, damages, claims, or liabilities, on any theory of legal liability, including but not limited to the negligence of COLUMBUS, its Police Officers, and/or its employees under this Agreement.
9. COLUMBUS agrees to indemnify and hold harmless, protect and defend OWNER from any and all claims, losses, demands, suits, actions, payments, and judgements including any and all costs which may be asserted, claimed or recovered by actions where OWNER did not engage in any acts or omissions give rise to the claim, loss, demand, suit, action, payment or judgement, but for allowing the COLUMBUS Police Department officers and employees of the same to use the Firing Range under this Agreement.
10. OWNER agrees to indemnify and hold harmless, protect and defend the COLUMBUS, its Police Department, its Police Chief and its officers and employees from any and all claims, losses, demands, suits, actions, payments, and judgements including any and all costs which may be asserted, claimed or recovered by actions where COLUMBUS, the Columbus Police Department, the Police Chief and/or the Columbus Police Officers or employees did not engage in any acts or omissions giving rise to the claim, loss, demand, suit, payment or judgement.
11. The relationship between OWNER and the COLUMBUS, Police Department is at all times solely that of contractor/contractee, and may not be deemed, in any event, a partnership or joint venture.

This Agreement fully sets forth the purposes, powers, rights, objectives and responsibilities of the contracting parties.

By the signatures below, each party to this Agreement acknowledges that it has read and understood and authorized each and every term of the same.

Duly executed this 8 day of May, 2023, by the Loup Public Power District:



The Loup Public Power District,
Authorized Representative

Duly executed this _____ day of _____, 2023, by the City of Columbus, Nebraska:

James B. Bulkley, as Mayor
of The City of Columbus, Nebraska

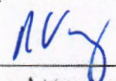
Consent and Acknowledgement:

Chief of Police

Attest:

City Clerk

Approved as to form:



City Attorney

14.D. Resolution No. R23-71 approving design build agreement with Nemaha Landscape Construction, Inc. dba Nemaha Sports Construction in the guaranteed maximum price amount of \$579,000 with estimated rebate amount of \$102,500 for final cost of \$477,000 for football field turf replacement at Pawnee Park Memorial Stadium.

RESOLUTION NO. R23-71

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE DESIGN BUILD AGREEMENT BETWEEN OWNER AND NEMAHA LANDSCAPE CONSTRUCTION, INC. DBA NEMAHA SPORTS CONSTRUCTION IN THE GUARANTEED MAXIMUM PRICE AMOUNT OF \$579,000 FOR THE FOOTBALL FIELD TURF REPLACEMENT AT PAWNEE PARK MEMORIAL STADIUM, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY 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.

WHEREAS, Resolution No. R23-23 approved the use of the Design-Build delivery system; and

WHEREAS, request for letters of interest and proposals were requested and obtained from four qualified firms/teams expressing interest in the project; and

WHEREAS, Nemaha Landscape Construction, Inc. dba Nemaha Sports Construction was selected from the proposals by the project selection committee; and

WHEREAS, the project is eligible and an application will be submitted for the Nebraska Department of Environment and Energy, Waste Reduction & Recycling Incentive and Litter Reduction & Recycling Grant; and

WHEREAS, said agreement provides the guaranteed maximum price, substantial completion date, and final completion date.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the design-build agreement between owner and Nemaha Landscape Construction, Inc. dba Nemaha Sports Construction, in the guaranteed maximum price amount of \$579,000 for football field turf replacement at Pawnee Park Memorial Stadium, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: May 10, 2023
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Pawnee Park Memorial Stadium Football Field Turf Replacement Agreement between Owner and Design-Builder

RECOMMENDATION:

I recommend approval of the Resolution and Agreement between Owner and Design-Builder with Nemaha Landscape Construction, Inc. dba Nemaha Sports Construction for football field turf replacement of the above-referenced project.

DISCUSSION:

Resolution R23-23 approved the use of the Design-Build delivery system. Four qualified firms/teams submitted letters of interest and proposals. The project selection committee selected Nemaha Landscape Construction, Inc. dba Nemaha Sports Construction.

The turf product is from Midwest Sports Turf Products and is a blended split and mono, 46 pile, and weighted with Nebraska ground rubber from tires and sand. The turf fibers will be fuller than the existing mat which is better for soccer. The turf system has been used in other area football/soccer fields, such as recently at Midland University. The aggregate base and underdrain system will remain. Football field markings will be white and the same layout as existing. Soccer field markings will be yellow. The proposed center "block C" logo would be white and face the home stadium side (opposite of what the attachment shows). The purpose of the center logo is to provide instant acknowledgement from those watching on television or the internet that it is the City of Columbus facility and will not emulate any logos from Columbus High or Scotus Central Catholic. The football and soccer field sizes and markings would meet the Nebraska School Activities Association regulations, as well as other organizations.

A portion of the existing turf will be rolled, salvaged, and gathered at a site in Pawnee Park for potential use by others for set amount of time. The turf will be as is, including any sand and rubber which remained in the removal process. Any excess turf beyond the deadline, will be hauled and disposed of.

The City will submit the application, with assistance from the design-build team, and apply for the Nebraska Department of Environment and Energy, Waste Reduction & Recycling Incentive and Litter Reduction & Recycling Grant. It is anticipated grant amount is 25 percent of the retail value of the turf.

Contractor is scheduled to begin in June with a final completion of August 11, 2023. The first scheduled high school football game is August 18th.

FISCAL IMPACT:

Guaranteed maximum price amount of \$579,000 which is Part of 2022-2023 budget CIP 23-016 in the amount of \$500,000. The rebate amount is estimated at \$102,500 resulting in a final cost of \$477,000.

ALTERNATIVE:

Do not approve. Revise the layout.

CONCURRENCE:

By: *Douglas A Moore*

SIGNATURE:

By: *Richard J. Bogus*

Approved By: *[Signature]*



ConsensusDocs® 415
STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND DESIGN-BUILDER (Lump Sum Price)



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ConsensusDocs® 415

**STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND DESIGN-BUILDER (Lump Sum Price)**

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
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4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. CONTRACT TIME
7. CONTRACT PRICE
8. CHANGES IN THE WORK
9. PAYMENT
10. INDEMNITY, INSURANCE, AND BONDS
11. SUSPENSION, NOTICE TO CURE, AND TERMINATION
12. DISPUTE MITIGATION OR RESOLUTION
13. MISCELLANEOUS
14. CONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT

This Agreement is made this 11th Day of May in the year 2023 by and between the

OWNER:

City of Columbus
2424 14th Street
P.O. Box 1677
Columbus, NE 68602-1677

James B. Bulkley, Mayor

and the

DESIGN-BUILDER:

Nemaha Landscape Construction, Inc., dba Nemaha Sports Construction
541 S. 1st Street
Lincoln, NE 68508

Tax identification number (TIN): 91-1783629
Contractor Licensing No., if applicable: 23778-20 (NE contractor registration)
for services in connection with the following:

PROJECT: Football Field Turf Replacement at Pawnee Park Memorial Stadium

ARTICLE 2 GENERAL PROVISIONS

2.1 TEAM RELATIONSHIP Each Party agrees to act on the basis of trust, good faith, and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely



manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Neither Design-Builder nor any of its agents or employees shall act on behalf of or in the name of Owner unless authorized in writing by Owner's Representative.

2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest; (b) promptly disclose to the other Party any conflicts of interest which may arise. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Design Professional, Subcontractors, Subsubcontractors, Suppliers or Others, to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Architectural and engineering services shall be procured from licensed, independent design professionals retained by Design-Builder or furnished by licensed employees of Design-Builder, as permitted by the Law. The person or entity providing architectural and engineering services shall be referred to as Design Professional. If Design Professional is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between Design-Builder and Design Professional.

2.3.1 STANDARD OF CARE Design Professional shall furnish and provide the architectural and engineering services necessary to design the Project in accordance with Owner's requirements, as outlined in Owner's Program and other relevant data defining the Project. The architectural and engineering services shall be performed in accordance with the standard of professional skill and care required for a Project of similar size, scope, and complexity, during the time in which the Services are provided.

2.4 DEFINITIONS

2.4.1 "Agreement" means this ConsensusDocs 415 Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Lump Sum Price), as modified, amendments, exhibits, addenda, and attachments made part of this Agreement upon its execution.

2.4.1.1 Exhibit A: Contractor scope of services

2.4.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.4.3 A "Change Order" is a written order signed by Owner and Design-Builder after execution of this Agreement, indicating changes in the scope of the Work or Contract Time, including substitutions proposed by Design-Builder and accepted by Owner.

2.4.4 "Construction Schedule" is the document prepared by Design-Builder that specifies the dates on which Design-Builder plans to begin and complete various parts of the construction phase services Work, and the Project, including dates on which information and approvals are required from Owner.

2.4.5 The "Contract Documents" consist of those documents identified in §14.1.

2.4.6 The "Contract Time" is the period between the Date of Commencement and total time authorized to achieve Final Completion.

2.4.7 "Day" means calendar day.

2.4.8 "Date of Commencement" is as provided for in §6.1.



2.4.9 "Defective Work" is any portion of the Work not in conformance to the requirements of the Contract Documents.

2.4.10 "Final Completion" occurs on the date when Design-Builder's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable.

2.4.11 A Hazardous Material is any substance or material identified now or in the future as hazardous under any Laws or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up.

2.4.12 "Interim Directive" is any written order containing Work instructions that is signed by Owner after execution this Agreement and before Substantial Completion to the Work directed by Owner.

2.4.13 "Law" means a federal, state or local law, ordinance, code, rule, or regulation applicable to the Work with which Design-Builder must comply that are enacted as of the Agreement date.

2.4.14 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.4.15 "Overhead" shall mean (a) payroll costs and other compensation of Design-Builder's employees in Design-Builder's principal and branch offices; (b) general and administrative expenses of Design-Builder's principal and branch offices including charges against Design-Builder for delinquent payments; and (c) Design-Builder's capital expenses, including interest on capital used for the Work.

2.4.16 The "Owner" is the person or entity identified in ARTICLE 1, and includes Owner's representative.

2.4.17 The "Owner's Program" is a description of Owner's objectives, budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements, together with Schematic Design Documents which shall include drawings, outline specifications, and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite.

2.4.18 The "Parties" are collectively Owner and Design-Builder.

2.4.19 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by Owner or Others.

2.4.20 "Project schedule" A schedule that shows the timing and sequencing of the design and construction required to meet the time criteria set forth in Owner's Program. The Project includes the Construction Schedule and is coordinated with design phase service activities.

2.4.21 A "Subcontractor" is a person or entity retained by Design-Builder as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or any separate contractor employed by Owner or any separate contractor's subcontractors.

2.4.22 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. The issuance of a certificate of occupancy is not a prerequisite for



Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Design-Builder's control. This date shall be confirmed by a certificate of Substantial Completion signed by The Parties.

2.4.23 A "Subsubcontractor" is a party or entity who has an agreement with a Subcontractor or other Subsubcontractor, or Supplier to perform any portion of the Work or to supply material or equipment.

2.4.24 A "Supplier" is a person or entity retained by Design-Builder to provide material and equipment for the Work.

2.4.25 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.26 The "Work" is the design services procured in accordance with §3.1, the construction services provided in accordance with §3.2, additional services in accordance with §3.11, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.4.27 "Worksite" means the geographical area of the Project location mentioned in ARTICLE 1 where the Work is to be performed

ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

3.1.1 If required, the Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. When Design-Builder submits the Design Development Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Design Development Documents approved by Owner shall result in a Change Order pursuant to ARTICLE 8 adjusting the Contract Price or the Date of Substantial Completion or the Date of Final Completion.

3.1.2 The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall be based upon codes, laws, or regulations enacted at the time of their preparation. When Design-Builder submits the Construction Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents or the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Construction Documents approved by Owner shall result in a Change Order pursuant to ARTICLE 8 adjusting the Contract Price or the Date of Substantial Completion or the Date of Final Completion. Construction shall be in accordance with the approved Construction Documents. One set of these documents shall be furnished to Owner before commencing construction.

3.1.3 OWNERSHIP OF DOCUMENTS

3.1.3.1 OWNERSHIP OF TANGIBLE DOCUMENTS Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data, and information (hereinafter "Documents") prepared, provided or procured by Design-Builder, its Design Professional, Subcontractors, or consultants and distributed to Owner for this Project,



upon the making of final payment to Design-Builder or in the event of termination under ARTICLE 11, upon payment for all sums due to Design-Builder pursuant to ARTICLE 11. Owner's acquisition of the copyright shall be subject to Owner's making of all payments required by this Agreement.

If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with Design-Builder.

3.1.3.2 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 11, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under §3.1.3.1, provided payment has been made pursuant to §3.1.3.1

3.1.3.3 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite. Owner's use of the Documents without Design-Builder's involvement or on other projects is at Owner's sole risk, except for Design-Builder's indemnification obligations, and Owner shall indemnify and hold harmless Design-Builder, its Design Professional, Subcontractors, and consultants, and the agents, officers, directors, and employees of each of them, from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from any such prohibited use.

3.1.3.4 DESIGN-BUILDER'S USE OF DOCUMENTS Where Design-Builder has transferred its copyright interest in the Documents under §3.1.3.1, Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

3.1.3.5 Design-Builder shall obtain from its Design Professional, Subcontractors, and consultants rights and rights of use that correspond to the rights given by Design-Builder to Owner in this Agreement, and Design-Builder shall provide evidence that such rights have been secured.

3.2 CONSTRUCTION SERVICES

3.2.1 Construction will commence upon the issuance by Owner of a written notice to proceed.

3.2.2 In order to complete the Work, Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, construction labor, materials, tools, and subcontracted items.

3.2.3 COMPLIANCE WITH LAW Design-Builder shall give all notices and comply with all Laws at its own costs. Design-Builder shall be liable to Owner for all loss, cost, and expense attributable to any acts or omissions by Design-Builder, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if notice to Owner was given, and advance approval by appropriate authorities, including Owner, is received.

3.2.3.1 CHANGES IN LAW The Contract Price or Contract Time, or both shall be equitably adjusted by Change Order for additional costs or time needed resulting from any change in Law, including increased taxes, enacted after the date of this Agreement



3.2.4 Design-Builder shall maintain the Schedule of Work. This schedule shall indicate the dates for the start and completion of the various stages of the construction, including the dates when information and approvals are required from Owner. It shall be revised as required by the conditions of the Work.

3.2.5 Design-Builder shall obtain and Owner shall pay, in addition to the Contract Price, for the building permits necessary for the construction of the Project.

3.2.6 Design-Builder shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. Owner shall be afforded access to all Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to Change Order work performed on the basis of actual cost. Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by law.

3.2.7 Design-Builder shall provide periodic written reports to Owner on the progress of the Work in such detail as is required by Owner and as agreed to by The Parties.

3.2.8 Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.2.9 Design-Builder shall prepare and submit to Owner either:

- x final marked up as-built drawings
- that generally document how the various elements of the Work including changes were actually constructed or installed, or as defined by the Parties by attachment to this Agreement.

3.3 CONSTRUCTION SCHEDULE Design-Builder shall prepare and submit a Schedule of Work for Owner's acceptance and written approval. This schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from Owner. The Schedule shall be revised on a monthly basis or as mutually agreed by the Parties.

3.4 SAFETY OF PERSONS AND PROPERTY

3.4.1 SAFETY PRECAUTIONS AND PROGRAMS Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

3.4.2 Design-Builder shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect:

3.4.2.1 its employees and other persons at the Worksite;

3.4.2.2 materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and

3.4.2.3 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.



3.4.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE Design-Builder shall designate an individual at the Worksite in the employ of Design-Builder who shall act as Design-Builder's designated safety representative with a duty to prevent accidents. Unless otherwise identified by Design-Builder in writing to Owner, the designated safety representative shall be Design-Builder's project superintendent. Design-Builder will report immediately in writing all accidents and injuries occurring at the Worksite to Owner. When Design-Builder is required to file an accident report with a public authority, Design-Builder shall furnish a copy of the report to Owner.

3.4.4 Design-Builder shall provide Owner with copies of all notices required of Design-Builder by Law. Design-Builder's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

3.4.5 Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Design-Builder, or anyone for whose acts Design-Builder may be liable, shall be promptly remedied by Design-Builder. Damage or loss attributable to the acts or omissions of Owner or Others and not to Design-Builder shall be promptly remedied by Owner.

3.4.6 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Design-Builder's safety program, may require Design-Builder to stop performance of the Work or take corrective measures satisfactory to Owner, or both. If Design-Builder does not adopt corrective measures, Owner may perform them and reduce the amount of the Contract Price by the costs of the corrective measures. Design-Builder agrees to make no claim for damages, for an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion based on Design-Builder's compliance with Owner's reasonable request.

3.5 EMERGENCIES In any emergency affecting the safety of persons or property, Design-Builder shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price, the Date of Substantial Completion, or the Date of Final Completion, on account of emergency work shall be determined as a Change Order.

3.6 HAZARDOUS MATERIAL

3.6.1 Design-Builder shall not be obligated to commence or continue Work until all Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

3.6.2 If after commencing the Work, Hazardous Material is discovered at the Project, Design-Builder shall be entitled to immediately stop Work in the affected area. Design-Builder shall report the condition to Owner and, if required, the government agency with jurisdiction.

3.6.3 Design-Builder shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction. Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.6.4 If Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the date of Substantial Completion.



3.6.5 To the extent not caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall indemnify and hold harmless Design-Builder, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution process, to the extent permitted pursuant to §6.5, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.7 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Design-Builder, Subcontractors, Owner or Others, shall be maintained at the Project by Design-Builder and made available to Owner and Subcontractors.

3.7.1 During Design-Builder's performance of the Work, Design-Builder shall be responsible for the proper handling, application, storage, removal, and disposal of all materials brought to the Worksite by Design-Builder. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Design-Builder if such materials or substances are required by the Contract Documents.

3.7.2 §3.6 shall survive the completion of the Work under this Agreement or any termination of this Agreement.

3.8 WARRANTY

3.8.1 The turf manufacturer shall provide the warranty to the owner for a period of eight (8) years from the date of substantial completion.

3.8.2 Design-Builder warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion.

3.8.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. To the extent products, equipment, systems, or materials incorporated in the Work are specified by Owner but purchased by Design-Builder and are inconsistent with selection criteria that otherwise would have been followed by Design-Builder, Design-Builder shall assist Owner in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.8.4 Design-Builder shall secure required certificates of inspection, testing, or approval and deliver them to Owner.

3.8.5 Design-Builder shall collect all written warranties and equipment manuals and deliver them to Owner in a format directed by Owner.

3.8.6 With the assistance of Owner's maintenance personnel, Design-Builder shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

3.9 CORRECTION OF WORK WITHIN ONE YEAR



3.9.1 Before Substantial Completion and within one year after the date of Substantial Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, if any Defective Work is found, Owner shall promptly notify Design-Builder in writing. Unless Owner provides written acceptance of the condition, Design-Builder shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Design-Builder or give Design-Builder an opportunity to test or correct Defective Work as reasonably requested by Design-Builder, Owner waives Design-Builder's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.9.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of Work is complete. Correction periods shall not be extended by corrective work performed by Design-Builder.

3.9.3 If Design-Builder fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due Design-Builder. If payments then or thereafter due Design-Builder are not sufficient to cover such amounts, Design-Builder shall pay the difference to Owner.

3.9.4 Design-Builder's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Design-Builder and allow Design-Builder an opportunity to correct the Work if Design-Builder elects to do so. If Design-Builder elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Design-Builder does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from Design-Builder, Owner shall promptly provide Design-Builder with an accounting of the correction costs it incurs.

3.9.5 If Design-Builder's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Design-Builder shall be responsible for the cost of correcting the destroyed or damaged property.

3.9.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Design-Builder's other obligations under the Contract Documents.

3.9.7 Before final payment, at Owner's option and with Design-Builder's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.10 CONFIDENTIALITY Design-Builder shall treat as confidential and not disclose to third-persons, except Subcontractors, Subsubcontractors, and Design Professional as is necessary for the performance of the Work, or use for its own benefit any of Owner's developments, confidential information, know-how, discoveries, production methods, and the like that may be disclosed to Design-Builder or which Design-Builder may acquire in connection with the Work. Owner shall treat as confidential information all of Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to Owner in connection with the performance of this Agreement. The Parties shall each specify those items to be treated as confidential and shall mark them as "Confidential." Confidentiality obligations do not



supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

3.11 ADDITIONAL SERVICES Design-Builder shall provide or procure the following Additional services upon the request of Owner. A written agreement between The Parties shall define the extent of such Additional services. Such Additional services shall be considered a Change in the Work, unless they are specifically included in §3.1 or §3.2.

3.11.1 Investigation or making measured drawings of existing conditions or the verification of Owner-provided drawings and information;

3.11.2 Artistic renderings, models, and mockups of the Project or any part of the Project or the Work;

3.11.3 Making revisions to design documents after they have been approved by Owner when revisions are due to causes beyond the control of Design-Builder. Causes beyond the control of Design-Builder do not include acts or omissions on the part of Subcontractors, Subsubcontractors, or Design Professional;

3.11.4 Out-of-town travel by Design Professional in connection with the Work, except between Design Professional's office, Design-Builder's office, Owner's office, and the Project site;

3.11.5 other services as agreed to by the Parties and identified in an attached exhibit.

3.12 DESIGN-BUILDER'S REPRESENTATIVE Design-Builder shall designate a person who shall be Design-Builder's authorized representative. Design-Builder's Representative is Boyd Crane (Site Superintendent) & Kyle King (Project Manager).

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY OWNER Owner's responsibilities under this article shall be provided with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencing the Work and thereafter at the written request of Design-Builder, Owner shall provide Design-Builder evidence of Project financing. Evidence of such financing shall be a condition precedent to Design-Builder's commencing or continuing the Work. Design-Builder shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, Owner shall provide at Owner's expense and with reasonable promptness:

4.3.1 information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Design-Builder which are required for Design-Builder's performance of the Work and under Owner's control.



4.4 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Design-Builder's written request, Owner shall provide Design-Builder with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's interest in the real property on which the Project is located and the record legal title.

4.5 RESPONSIBILITIES DURING DESIGN

4.5.1 Owner shall review and approve further development of the drawings and specifications as set forth in ARTICLE 3.

4.6 RESPONSIBILITIES DURING CONSTRUCTION

4.6.1 Owner shall review the Construction Schedule, timely approve milestone dates set forth, and timely respond to its obligations.

4.6.2 If Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, Owner shall give prompt written notice to Design-Builder. The failure of Owner to give such notice shall not relieve Design-Builder of its obligations to fulfill the requirements of the Contract Documents.

4.6.3 Owner shall have no contractual obligations to Subcontractors, suppliers, or Design Professional.

4.6.4 Owner shall provide insurance for the Project as provided in ARTICLE 10.

4.7 TAX EXEMPTION If in accordance with Owner's direction Design-Builder claims an exemption for taxes, Owner shall indemnify and hold Design-Builder harmless from all liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's direction.

4.8 ELECTRONIC DOCUMENTS If Owner requires that The Parties exchange documents and data in electronic or digital form, before any such exchange, The Parties shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate agreement, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.9 Owner's Representative is Rick Bogus, City Engineer. Owner's representative shall: (a) be fully acquainted with the Project; (b) agree to furnish the information and services required of Owner in a timely manner; and (c) have the authority to bind Owner in all matters requiring Owner's approval, authorization or written notice. If Owner changes its representative or the representative's authority as listed above, Owner shall notify Design-Builder in writing in advance.

ARTICLE 5 SUBCONTRACTS

5.1. RETAINING SUBCONTRACTORS Design-Builder shall not retain any Subcontractor or Supplier to whom Owner has a reasonable and timely objection, provided that Owner agrees to increase the Contract Price for any additional costs incurred by Design-Builder as a result of such objection. Owner may propose subcontractors to be considered by Design-Builder. Design-Builder shall not be required to retain any subcontractor to whom Design-Builder has a reasonable objection.



5.2. MANAGEMENT OF SUBCONTRACTORS Design-Builder shall be responsible for the management of Subcontractors in the performance of their work.

5.3. CONTINGENT ASSIGNMENT OF SUBCONTRACT AGREEMENTS

5.3.1. If this Agreement is terminated, each subcontract agreement shall be assigned by Design-Builder to Owner, subject to the prior rights of any surety, provided that:

5.3.1.1. this Agreement is terminated by Owner pursuant to §11.2 or §11.3; and

5.3.1.2. Owner accepts such assignment, after termination by notifying the Subcontractor and Design-Builder in writing, and assumes all rights and obligations of Design-Builder pursuant to each subcontract or supply agreement.

5.3.2. If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

5.4. BINDING OF SUBCONTRACTORS AND SUPPLIERS Design-Builder agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its Subsubcontractors and significant Suppliers) to all the provisions of this Agreement and the Contract Documents' applicable provisions to that portion of the Work.

ARTICLE 6 CONTRACT TIME

6.1. DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below May 15, 2023. The Work shall proceed in general accordance with the Project Schedule which may be amended in accordance with this Agreement.

6.2. SUBSTANTIAL COMPLETION/FINAL COMPLETION

6.2.1. Substantial Completion of the Work shall be achieved by August 11, 2023 at the hour of 5:00 PM CST.

6.2.2. Time is of the essence with regards to the obligations of the Contract Documents.

6.2.3. Unless otherwise instructed by an Interim Directive, Design-Builder shall not knowingly commence the Work before the effective date of insurance required to be provided by Design-Builder.

6.3. DELAYS AND EXTENSIONS OF TIME

6.3.1. If Design-Builder is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Design-Builder, Design-Builder shall be entitled to an equitable extension of the Date of Substantial Completion or the Date of Final Completion. Examples of causes beyond the control of Design-Builder include, but are not limited to, the following: (a) acts or omissions of Owner or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Design-Builder; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Design-Builder shall process any requests for equitable extensions of the Date of Substantial Completion or the Date of Final Completion in accordance with the provisions of ARTICLE 8.



6.3.2. In addition, if Design-Builder incurs additional costs as a result of a delay that is caused by acts or omissions of Owner or Others, changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work, encountering Hazardous Materials unanticipated by Design-Builder or concealed or unknown conditions, delay authorized by Owner pending dispute resolution, and suspension by Owner under §ARTICLE 11, Design-Builder shall be entitled to an equitable adjustment in the Contract Price subject to §6.5.

6.3.3. In the event delays to the project are encountered for any reason, the Parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.3.4.

6.4. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Owner and Design-Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency.

6.4.1. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. Owner and Design-Builder shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 CONTRACT PRICE

The Contract Price is five hundred seventy nine thousand dollars (\$579,000.00) subject to adjustment as provided in ARTICLE 8.

ARTICLE 8 CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished without invalidating this Agreement by Change Order, Interim Directive, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

8.1. CHANGE ORDERS

8.1.1. Design-Builder may request or Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of adjustment to the Contract Price or the Date of Substantial Completion or the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this article. Each adjustment in the Contract Price resulting from a Change Order shall clearly separate the amount attributable to Design services.

8.1.2. The Parties shall negotiate an appropriate adjustment to Contract Price or the Date of Substantial Completion or the Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion shall not be unreasonably withheld.



8.1.3. NO OBLIGATION TO PERFORM Design-Builder shall not be obligated to perform changes in the Work until a Change Order has been executed or a written Interim Directive has been issued.

8.2. INTERIM DIRECTIVE

8.2.1. Owner may issue an Interim Directive directing a change in the Work before agreeing on an adjustment, if any, in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services or directing Design-Builder to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Design-Builder shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

8.2.2. The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design services, arising out of Interim Directive. As the changed work is completed, the Design Builder shall submit its costs for such work with its Application for Payment beginning with the next Application for Payment within thirty (30) Days of the issuance of the Interim Directive. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work.

8.2.3. If the Parties agree upon the adjustments in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives issued since the last Change Order.

8.3. MINOR CHANGES IN THE WORK

8.3.1. Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion; and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment, or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

8.3.2. Design-Builder shall promptly inform Owner in writing of any such changes and shall record such changes on the Design-Build Documents maintained by Design-Builder.

8.4. CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Design-Builder shall stop affected Work after the concealed or unknown condition is first observed and give prompt written notice of the condition to Owner. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Design-Builder is to proceed. Design-Builder shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in this ARTICLE 8.

8.5. DETERMINATION OF COST



8.5.1. An increase or decrease in the Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

8.5.1.1. unit prices set forth in this Agreement or as subsequently agreed;

8.5.1.2. a mutually accepted, itemized lump sum; or

8.5.1.3. COST OF THE WORK Cost of the Work as defined by this §8.5.1.3 plus 5% for Overhead and 10% for profit. "Cost of the Work" shall include the following costs reasonably incurred to perform a change in the Work:

8.5.1.3.1. Labor wages directly employed by Design-Builder performing the Work;

8.5.1.3.2. Salaries of Design-Builder's employees when stationed at the field office to the extent necessary to complete the applicable Work, employees engaged on the road expediting the production or transportation of material and equipment, and supervisory employees from the principal or branch office as mutually agreed by the Parties in writing;

8.5.1.3.3. Cost of applicable employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under Design-Builder's standard personnel policy, insofar as such costs are paid to employees of Design-Builder who are included in the Cost of the Work in §8.5.1.3.1 and §8.5.1.3.2;

8.5.1.3.4. Reasonable transportation, travel, and hotel expenses of Design-Builder's personnel incurred in connection with the Work;

8.5.1.3.5. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling;

8.5.1.3.6. Payments made by Design-Builder to Subcontractors for performed Work;

8.5.1.3.7. Fees and expenses for design services procured or furnished by Design-Builder

8.5.1.3.8. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value of such items used, but not consumed that remain the property of Design-Builder;

8.5.1.3.9. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Design-Builder or others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Design-Builder or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment;



8.5.1.3.10. Cost of the premiums for all insurance and surety bonds which Design-Builder is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the cost of the Work;

8.5.1.3.11. Sales, use, gross receipts or other taxes, tariffs, or duties related to the Work for which Design-Builder is liable;

8.5.1.3.12. Permits, fees, licenses, tests, and royalties;

8.5.1.3.13. Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work, provided that such did not arise from Design-Builder's negligence.

8.5.1.3.14. Water, power, and fuel costs necessary for the changed Work;

8.5.1.3.15. Cost of removal of all nonhazardous substances, debris, and waste materials;

8.5.1.3.16. Costs directly incurred to perform a change in the Work which are reasonably inferable from the Contract Documents for the changed Work

8.5.1.3.17. DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Design-Builder, all cash discounts shall accrue to Design-Builder. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work;

8.5.1.3.18. COST REPORTING Design-Builder shall maintain complete and current records that comply with generally accepted accounting principles and calculate the Cost of Work. Owner shall be afforded access to Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to requested payment for Cost of the Work. Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by Law;

8.5.1.3.19. COST AND SCHEDULE ESTIMATES Design-Builder shall use reasonable skill and judgment in the preparation of a cost estimate or schedule for a change to the Work, but does not warrant or guarantee their accuracy.

8.5.1.3.20. Cost of the Work pursuant to §8.5.1.3 is determined net of savings from the change. Design-Builder's Overhead and profit shall be added to any net increase in Cost of the Work. No Overhead and profit shall be applied to any net decrease in the Cost of the Work that is less than ten (10) percent of the Contract Price. Overhead and profit shall be applied to any net decrease ten (10) percent or more. Design-Builder shall maintain a documented, itemized accounting evidencing expenses and savings.

8.5.2. If unit prices are indicated in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Design-Builder, such unit prices shall be equitably adjusted.

8.5.3. If Owner and Design-Builder disagree as to whether work required by Owner is within the scope of the Work, Design-Builder shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations. If Owner issues a written order for Design-



Builder to proceed, Design-Builder shall perform the disputed work and Owner shall pay Design-Builder fifty percent (50%) of its estimated cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. Design-Builder's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

8.6. **CHANGES NOTICE** For any claim for an increase in the Contract Price or an extension in the Date of Substantial Completion or the Date of Final Completion, Design-Builder shall give Owner written notice of the claim within twenty-one (21) Days after the occurrence giving rise to the claim or within twenty-one (21) Days after Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by Owner, but which do not proceed, shall be made within twenty-one (21) Days after the decision is made not to proceed. Thereafter, Design-Builder shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. Owner shall respond in writing denying or approving Design-Builder's claim no later than fourteen (14) Days after receipt of Design-Builder's documentation of claim. Owner's failure to so respond shall be deemed a denial of Design-Builder's claim. Any change in Contract Price or the Date of Substantial Completion or the Date of Final Completion resulting from such claim shall be authorized by Change Order.

8.7. **INCIDENTAL CHANGES** Owner may direct Design-Builder to perform incidental changes in the Work upon concurrence with Design-Builder that such changes do not involve adjustments in the Cost of the Work or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Design-Builder. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 9 PAYMENT

9.1. PROGRESS PAYMENT

9.1.1. Before submitting the first application for payment, Design-Builder shall provide a Schedule of Values satisfactory to Owner, consisting of a breakdown of the Contract Price, with a separate line item for Design services.

9.1.2. On or before the 30th Day of each month after the Work has commenced, Design-Builder shall submit to Owner an application for payment in accordance with the Schedule of Values based upon the Work completed and materials suitably stored on the Worksite or at other locations approved by Owner. Approval of payment applications for such stored materials shall be conditioned upon submission by Design-Builder of bills of sale and applicable insurance or such other procedures satisfactory to Owner to establish Owner's title to such materials, or otherwise to protect Owner's interest including transportation to the site.

9.1.3. Within seven (7) Days after receipt of each monthly application for payment, Owner shall give written notice to Design-Builder of Owner's acceptance or rejection, in whole or in part, of such application for payment. Within fifteen (15) Days after accepting such Application, Owner shall pay directly to Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by Owner. If such application is rejected in whole or in part, Owner shall indicate the reasons for its rejection. If Owner and Design-Builder cannot agree on a revised amount, then, within fifteen (15) Days after its initial rejection in part of such application, Owner shall pay directly to Design-Builder the appropriate amount for those items not rejected by Owner for which



application for payment is made, less amounts previously paid by Owner. Those items rejected by Owner shall be due and payable when the reasons for the rejection have been removed.

9.1.4. If Owner fails to pay Design-Builder at the time payment of any amount becomes due, then Design-Builder may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) Days after receipt of the notice by Owner, and after such seven (7) Day period, stop the Work until payment of the amount owing has been received.

9.1.5. Payments due but unpaid pursuant to §9.1.3, less any amount retained pursuant to §9.2 or §9.3, may bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

9.1.6. Design-Builder warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to Owner upon receipt of such payment by Design-Builder free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to as "liens."

9.1.7. Owner's progress payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

9.1.8. Upon Substantial Completion of the Work, Owner shall pay Design-Builder the unpaid balance of the Contract Price, less a sum equal to one hundred fifty percent (150%) of Design-Builder's estimated cost of completing any unfinished items as agreed to between The Parties as to extent and time for completion. Owner thereafter shall pay Design-Builder monthly the amount retained for unfinished items as each item is completed.

9.1.9. STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite, including applicable insurance, storage and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by Design-Builder of bills of sale and proof of required insurance, or such other procedures satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the site.

9.2. RETAINAGE From each progress payment made before the time of Substantial Completion, Owner may retain ten percent (10%) of the amount otherwise due after deduction of any amounts as provided in §9.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

9.2.1. after the Work is fifty percent (50%) complete, Owner shall withhold no additional retainage and pay Design-Builder the full amount due on account of subsequent progress payments;

9.2.2. Owner may, in its sole discretion, reduce the amount to be retained at any time;

9.2.3. Owner may release retainage on that portion of the Work a Subcontractor has completed, in whole or in part, and which work Owner has accepted;

9.2.4. in lieu of retainage, Design-Builder may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.



9.3. ADJUSTMENT OF AN APPLICATION FOR PAYMENT Owner may adjust or reject an application for payment or nullify a previously approved application for payment, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Design-Builder is responsible under this Agreement:

9.3.1. Design-Builder's repeated failure to perform the Work as required by the Contract Documents;

9.3.2. except as accepted by the insurer providing Builders Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by Design-Builder to Owner, or others to whom Owner may be liable;

9.3.3. Design-Builder's failure to pay either Design Professional, Subcontractor or Supplier following receipt of payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Constructor in accordance with the terms of this Agreement;

9.3.4. Defective Work not corrected in a timely fashion;

9.3.5. reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion or the Date of Final Completion, and that the unpaid balance of the Contract Price is not sufficient to offset any direct damages that may be sustained by Owner as a result of the anticipated delay caused by Design-Builder;

9.3.6. reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work;

9.3.7. uninsured third-party claims involving the Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Contractor furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established; and

9.3.8. uninsured third-party claims involving Design-Builder or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Design-Builder furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Design-Builder, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Design-Builder in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.4. OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK

Portions of the Work that are completed or partially completed may be used or occupied by Owner when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) or sureties consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. Design-Builder shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to Owner.

9.5. FINAL PAYMENT

9.5.1. Final payment, consisting of the unpaid balance of the Contract Price, shall be due and payable when the Work is fully completed. Before issuance of final payment, Owner may request satisfactory



evidence that all payrolls, materials bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.

9.5.2. In making final payment Owner waives all claims except for:

9.5.2.1. outstanding liens;

9.5.2.2. improper workmanship or defective materials appearing within one year after the date of Substantial Completion;

9.5.2.3. Work not in conformance with the Contract Documents; and

9.5.2.4. terms of any special warranties required by the Contract Documents.

9.5.3. In accepting final payment, Design-Builder waives all claims except those previously made in writing and which remain unsettled.

ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS

10.1. INDEMNITY

10.1.1. To the fullest extent permitted by law, Design-Builder shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property required to be insured under §10.3, including reasonable attorneys' fees, costs, and expenses that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Design-Builder shall not be required to indemnify or hold harmless the Indemnitees for any negligent or intentionally wrongful acts or omissions of the Indemnitees. Design-Builder shall be entitled to reimbursement of any defense costs paid above Design-Builder's percentage of liability for the underlying claim to the extent provided for by the subsection below.

10.1.2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Design-Builder, its officers, directors, or members, Subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under §10.3, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by the subsection above.

10.1.3. NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Design-Builder, anyone directly or indirectly employed by Design-Builder or anyone for whose acts Design-Builder may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Design-Builder under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

10.2. DESIGN-BUILDER'S LIABILITY INSURANCE

10.2.1. Before commencing the Work and as a condition for payment, Design-Builder shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business



Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Design-Builder shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Design-Builder's Employers' Liability, Business Automobile Liability, and CGL policies shall be written with at least the following limits of liability:

10.2.1.1. Employers' Liability Insurance

- (a) \$1,000,000.00 bodily injury by accident per accident
- (b) \$1,000,000.00 bodily injury by disease policy limit
- (c) \$1,000,000.00 bodily injury by disease per employee

10.2.1.2. Business Automobile Liability Insurance per accident \$1,000,000.00.

10.2.1.3. Commercial General Liability Insurance

- (a) Per occurrence \$1,000,000.00
- (b) General aggregate \$5,000,000.00
- (c) Products/completed operations aggregate \$5,000,000.00
- (d) Personal and advertising injury limit \$1,000,000.00

10.2.2. Employers' Liability, Business Automobile Liability, and Commercial General Liability coverage required under §10.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

10.2.3. Design-Builder shall maintain in effect all insurance coverage required under §10.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Design-Builder fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Design-Builder, or terminate this Agreement.

10.2.4. To the extent commercially available to Design-Builder and its current insurance company, insurance policies required under §10.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancellation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Design-Builder shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §10.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Design-Builder shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

10.3. PROPERTY INSURANCE

10.3.1. Unless otherwise directed in writing by Owner, before starting the Work, Design-Builder shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also: (a) name Design-Builder, Subcontractors, Subsubcontractors, Suppliers, and Design Professional as insureds; (b) be written in



such form as to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

10.3.1.1. the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused;

10.3.1.2. damage resulting from defective design, workmanship, or material;

10.3.1.3. coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant, or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;

10.3.1.4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

10.3.1.5. testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

10.3.1.6. physical loss resulting from Terrorism.

10.3.2. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §10.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Design-Builder has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Design-Builder shall provide a copy of the property policy or policies obtained in compliance with §10.3.1.

10.3.3. If Owner elects to purchase the property insurance required by this Agreement, including all of the same coverages and deductibles for the same duration specified in §10.3.1, then Owner shall give written notice to Design-Builder and the Design Professional before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with §10.3.1. Owner may then provide insurance to protect its interests and the interests of the Design-Builder, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

10.3.4. The Parties waive all rights against each other and their respective employees, agents, contractors, subcontractors and subsubcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

10.3.5. Design-Builder shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent of the negligent acts or omissions of Design-Builder,



Subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

10.3.6. RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §10.3.1 until the Date of Final Completion.

10.4. ADDITIONAL GENERAL LIABILITY COVERAGE

10.4.1. Owner shall/ shall not require Design-Builder to purchase and maintain additional liability coverage.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Owner directly or the costs may be reimbursed by Owner to Design-Builder by increasing the contract price to correspond to the actual cost required to purchase and maintain the additional liability coverage.

Before commencing the Work, Design-Builder shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

10.5. ROYALTIES, PATENTS, AND COPYRIGHTS Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Design-Builder and incorporated in the Work. Design-Builder shall indemnify and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to indemnify and hold Design-Builder harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner.

10.6. PROFESSIONAL LIABILITY INSURANCE Design-Builder shall obtain, either itself or through Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

Practice Policy or Project Specific Coverage

written for not less than \$5,000,000.00 per claim and in the aggregate. The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by Design Professional. This coverage shall be continued in effect for one year(s) after the Date of Substantial Completion.

10.7. BONDING

10.7.1. Performance and Payment Bonds are/ are not required of Design-Builder. Such bonds shall be issued by a surety licensed in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause.

10.7.2. Such Performance Bond shall be issued in the penal sum equal to one hundred percent (100%) of the:

Contract price, including design and construction.



Such Performance Bond shall cover the cost to complete the Work, but shall not cover any damages of the type specified to be covered by the insurance pursuant to §10.2 and §10.3, whether or not such insurance is provided or in an amount sufficient to cover such damages.

10.7.3. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond. Design-Builder's payment bond for the Project, if any, shall be made available by Owner or Design-Builder upon Subcontractor's written request.

10.7.4. Design-Builder shall endeavor to keep its surety advised of changes within the scope of the initial Agreement potentially impacting the Contract Price or the Dates of Substantial Completion or Final Completion, though Design-Builder shall require that its surety waives any requirement to be notified of any alteration or extension of time.

ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

11.1. SUSPENSION BY OWNER FOR CONVENIENCE

11.1.1. Owner may order Design-Builder in writing to suspend, delay, or interrupt all or any part of the Work without cause for such period of time as Owner may determine to be appropriate for its convenience.

11.1.2. Adjustments caused by suspension, delay, or interruption shall be made for increases in the Contract Price or the Date of Substantial Completion or the Date of Final Completion. No adjustment shall be made if Design-Builder is or otherwise would have been responsible for the suspension, delay, or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

11.2. NOTICE TO CURE A DEFAULT

11.2.1. If Design-Builder persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Construction Schedule, or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Design-Builder may be deemed in default.

If Design-Builder fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default, then Owner shall give Design-Builder a second notice to correct the default within a three (3) Day period.

11.2.2. After receiving Owner's written notice, if Design-Builder fails to promptly commence and continue satisfactory correction of the default, then Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to Design-Builder; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Design-Builder the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

11.2.3. In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of a default without first giving written notice to Design-Builder, but shall give Design-Builder prompt notice.

11.3. OWNER'S RIGHT TO TERMINATE FOR DEFAULT



11.3.1. **TERMINATION BY OWNER FOR DEFAULT** Upon expiration of the second notice for default period pursuant to §12.2 and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Design-Builder's failure to cure, including the costs to complete the Work and reasonable attorneys' fees, exceed the GMP, Design-Builder shall be liable to Owner for such excess costs. If Owner's costs are less than the GMP, Owner shall pay the difference to Design-Builder. If Owner exercises its rights under this section, upon the request of Design-Builder, Owner shall furnish to Design-Builder a detailed accounting of the costs incurred by Owner.

11.3.2. If Design-Builder files a petition under the bankruptcy code, this Agreement shall terminate if Design-Builder or Design-Builder's trustee rejects the Agreement or, if a default occurs and Design-Builder is unable to give adequate assurance of required performance; or (c) Design-Builder is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.3.3. Owner shall make reasonable efforts to mitigate damages arising from Design-Builder's default, and shall promptly invoice Design-Builder for all amounts due.

11.4. **TERMINATION BY OWNER FOR CONVENIENCE** If Owner terminates this Agreement other than as set forth in §11.1.2, Owner shall pay Design-Builder for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs. In addition, Design-Builder shall be paid an amount calculated as set forth below: [_____].

11.4.1. If Owner terminates this Agreement before commencing construction, Design-Builder shall be paid the unpaid balance of Design-Builder's design costs as set forth in the Schedule of Values.

11.4.2. If Owner terminates this Agreement after commencing construction, Design-Builder shall be paid the unpaid balance of Design-Builder's design costs as set forth in the Schedule of Values, the Construction services provided to date, reasonable attorneys' fees and costs related to termination, and a premium as set forth below:

11.4.3. Owner shall also pay to Design-Builder fair compensation, either by purchase or rental at the election of Owner, for all equipment retained. Owner shall assume and become liable for obligations, commitments, and unsettled claims that Design-Builder has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this article, Design-Builder shall cooperate with Owner by taking all steps necessary to accomplish the legal assignment of Design-Builder's rights and benefits to Owner, including the execution and delivery of required papers.

11.5. **TERMINATION BY DESIGN-BUILDER**

11.5.1. Seven (7) Days' after Owner's receipt of written notice from Design-Builder, Design-Builder may terminate this Agreement for any of the following reasons: if the Work has been stopped for a thirty (30) Day period through no fault of the Design-Builder: (a) under court order or order of other governmental authorities having jurisdiction, or (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of Design-Builder, materials are not available; (c) Work is suspended by Owner for Convenience;

11.5.2. In addition, upon seven (7) Days written notice to Owner and an opportunity to cure within three (3) Days, Constructor may terminate this Agreement if Owner: (a) fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project ;(b) assigns this Agreement over Design-Builder's reasonable objection; (c) fails to pay Design-Builder in



in accordance with this Agreement and Design-Builder stopped Work accordingly; or (d) otherwise materially breaches this Agreement.

11.5.3. Upon termination by Design-Builder in accordance with §11.5.1, Design-Builder shall be entitled to recover from Owner payment for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, Design-Builder shall be paid an amount calculated as set forth either in §11.4.1 or §11.4.2, depending on when the termination occurs, and §11.4.3.

ARTICLE 12 DISPUTE MITIGATION OR RESOLUTION

12.1. WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Design-Builder shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If Design-Builder continues to perform, Owner shall continue to make payments in accordance with the Agreement.

12.2. DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

12.3. LITIGATION

Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project

If not indicated, then litigation is default as opposed to arbitration.

12.3.1. COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

12.3.2. VENUE The Project location shall serve as the venue.

12.4. MULTIPARTY PROCEEDING The Parties agree that all Parties necessary to resolve a matter shall be Parties to the same dispute resolution procedure, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.

12.5. LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Design-Builder that Design-Builder may have under lien laws.

ARTICLE 13 MISCELLANEOUS PROVISIONS



13.1. **EXTENT OF AGREEMENT** Except as expressly provided, this Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of The Parties and not for the benefit of any third party.

13.2. **ASSIGNMENT** Neither Owner nor Design-Builder shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Design-Builder or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Design-Builder than this Agreement. In the event of such assignment, Design-Builder shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

13.3. **GOVERNING LAW** The Law in effect at the location of the Project shall govern this Agreement.

13.4. **SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.5. **NOTICE** Unless changed in writing, a Party's address indicated in ARTICLE 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service

13.6. **NO WAIVER OF PERFORMANCE** The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

13.7. **TITLES AND GROUPINGS** The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.

13.8. **JOINT DRAFTING** The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ARTICLE 14 CONTRACT DOCUMENTS

14.1. **CONTRACT DOCUMENTS** The Contract Documents are as follows:

(a) This Agreement;
Owner provided RFPC contractor scope of services (exhibit A)

14.2. **ORDER OF PRECEDENCE** In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) design documents approved by Owner pursuant to §2.4.17 and §3.1.3 in order of the most recently approved; (d) information furnished by Owner pursuant



to §4.1 or designated as a Contract Document in §ARTICLE 14; (e) other documents listed in this Agreement. Except as otherwise provided, among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Where figures are given, they shall be preferred to scaled dimensions. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

OWNER: City of Columbus

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

DESIGN-BUILDER: Nemaha Landscape Construction, Inc., dba Nemaha Sports Construction

BY:  _____ NAME: JEFF EMANUEL TITLE: PRESIDENT

WITNESS:  _____ NAME: KYLE KING TITLE: VICE-PRESIDENT

END OF DOCUMENT.



14.E. Resolution No. R23-72 approving agreement with B2 Environmental, Inc. in the amount of \$46,182.50 for hazardous material abatement of former Columbus Rescue Mission building as part of community building project.

RESOLUTION NO. R23-72

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH B2 ENVIRONMENTAL, INC. IN THE LUMP SUM AMOUNT OF \$46,182.50 FOR HAZARDOUS MATERIAL ABATEMENT SERVICES OF THE FORMER COLUMBUS RESCUE MISSION BUILDING AT 1471 25 AVENUE IN CONJUNCTION WITH THE COMMUNITY BUILDING PROJECT, 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.

WHEREAS, B2 Environmental Inc. provided the Columbus Rescue Mission hazardous material abatement reports of the former Columbus Rescue Mission building at 1471 25 Avenue; and

WHEREAS, the hazardous material abatement services of the former Columbus Rescue Mission building 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 lump sum amount of \$46,182.50 for hazardous material abatement services of the former Columbus Rescue Mission building 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: May 10, 2023
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Rescue Mission Hazardous Material Abatement Services Agreement

RECOMMENDATION:

I recommend approval of the Resolution and Agreement with B2 Environmental Inc. for the Rescue Mission Hazardous Material Abatement services at 1471 25th Avenue.

DISCUSSION:

B2 Environmental Inc. continues the Community Building project services and provided the Hazardous Material Abatement report for the Rescue Mission building. The Rescue Mission Hazardous Material Abatement services is a continuation of their services for this project.

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

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

Work cannot begin until Rescue Mission relocation and removal of items is complete, which is by May 31. June 1st through 7th timeframe is for removals by salvaging companies. Actual start date will be coordinated with Boyd Jones Construction but is anticipated to begin June 5th with estimated completion in about three to four weeks.

FISCAL IMPACT:

Lump sum amount of \$46,182.50. Additional services from the original project, but using 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 referenced 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: 1471 25th Avenue (Columbus Rescue Mission). 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 3rd day of MAY, 2023 by B2 Environmental, Inc.



Signature

Brock Flowers

Print Name

Environmental Manager

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

| 1471 25 TH AVENUE | | | | | |
|--|---------------------|-------------------|--------------|-------------------------|-------------------------|
| ASBESTOS ABATEMENT COST ESTIMATE | | | | | |
| MATERIAL | LOCATION | HOMOGENEOUS AREAS | UNIT PRICING | QUANTITY ⁽¹⁾ | ABATEMENT COST ESTIMATE |
| Stucco (Beige) | Throughout Exterior | HA11-1,2 | \$7.53 sf | 5,500 sf | \$41,400 |
| ASBESTOS ABATEMENT COST ESTIMATE TOTAL | | | | | \$41,400 |
| sf = Square Feet, ND = Non Detect, NA = Not Applicable, lf = Linear Feet, mf = Mechanical Fittings ⁽¹⁾ Actual quantities should be field verified. | | | | | |

| 1471 25 TH AVENUE | | | | |
|---|-------------------------|--------------|-------------------------|-------------------|
| DEMOLITION/REMEDIATION/DISPOSAL COST ESTIMATE | | | | |
| MATERIAL | LOCATION | UNIT PRICING | QUANTITY ⁽¹⁾ | COST ESTIMATE |
| Potential mercury containing fluorescent bulbs/tubes | Throughout the building | \$8.50 | 35 | \$297.50 |
| Potential mercury containing thermostats/thermometers | Main Floor | \$150.00 | 1 ct | \$150.00 |
| Universal waste - spent batteries (Cd) in exit signs | Throughout the building | \$150.00 | 1 ct | \$150.00 |
| Potential ozone depleting substances in HVAC units | Throughout the building | \$150 | 24 ct | \$3,600 |
| Potential PCB-containing light ballasts | Throughout the building | \$45.00 | 13 ct | \$585.00 |
| DEMOLITION/REMEDIATION/DISPOSAL COST ESTIMATE TOTAL | | | | \$4,782.50 |
| NI = None Identified, NA = Not Applicable, ct = Count, sf = square feet ⁽¹⁾ Actual quantities should be field verified. | | | | |

| 1471 25 TH AVENUE | | |
|--|--------------------------|---------------|
| SUSPECT BUILDING MATERIALS | | |
| Material | Location | Sample Number |
| Plaster (White) | Throughout | HA1-1,2 |
| 2'x4' Ceiling Tile (White) | 1st Floor Bathroom | HA2-1,2 |
| 1'x2' Ceiling Tile (White) | Men's Dorm | HA3-1,2 |
| 1'x1' Ceiling Tile (White) | Men's Dorm | HA4-1,2 |
| Floor Tread (Black) | Entry | HA5-1,2 |
| 2'x2' Ceiling Tile (White) | Entry | HA6-1,2 |
| Wall Board (Grey) | 2nd Floor Hallway | HA7-1,2 |
| Drywall / Joint Compound (Composite) | 2nd Floor Hallway Closet | HA8-1,2 |
| 12" x 12" Floor Tile (Tan) w/ Glue (White) | Basement Kitchen | HA9-1,2 |
| Pipe Wrap (Brown) | Basement Laundry Room | HA10-1,2 |
| Stucco (Beige) | Throughout Exterior | HA11-1,2 |

| 1471 25 TH AVENUE | | | | | | |
|-------------------------------|---------------------|---------------|-----------------|------------------------|-------------------------|------------------|
| ASBESTOS-CONTAINING MATERIALS | | | | | | |
| MATERIAL | LOCATION | SAMPLE NUMBER | NESHAP CATEGORY | FRIABLE ⁽¹⁾ | QUANTITY ⁽²⁾ | ASBESTOS CONTENT |
| Stucco (Beige) | Throughout Exterior | HA11-1,2 | Category II | NO | ~5500 sf | 2% |

sf = Square Feet, ND = Non Detect, NA = Not Applicable, lf = Linear Feet, mf = Mechanical Fittings, VSF = Vinyl Sheet Flooring
⁽¹⁾ Friability is based only on conditions that were observed during B2E's inspection of the site.
⁽²⁾ Actual quantities should be field verified.

| 1471 25 TH AVENUE | | | |
|------------------------------|--|---------------|---------------|
| LEAD-BASED PAINTED MATERIALS | | | |
| MATERIAL | LOCATION | SAMPLE NUMBER | LEAD CONTENT* |
| Window Frame (Green) | Basement | 16 | 1.39 |
| Door Frame (Brown) | Basement | 17 | 6.36 |
| Door Frame (White) | Basement | 20 | 3.23 |
| Door Frame (White) | 2 nd Floor – Ruth's Room | 28 | 3.32 |
| Door Frame (White) | 2 nd Floor – Ruth's Room Bathroom | 30 | 2.74 |
| Door Frame (White) | 2 nd Floor – Landing Door | 32 | 4.15 |
| Door Frame (White) | 2 nd Floor – Landing Door | 33 | 3.22 |
| Stair (Grey) | 2 nd Floor Stairwell | 34 | 3.70 |
| Window Frame (White) | Exterior Windows | 39 | 2.16 |

*milligrams per square centimeter (mg/cm²)

“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.F. Resolution No. R23-73 amending Schedule of Fees for abatement, removal of snow and ice, and towing for code enforcement.

RESOLUTION NO. R23-73

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SCHEDULE OF FEES FOR CODE ENFORCEMENT BY ADDING THE FOLLOWING FEES: \$50 ADMINISTRATIVE FEE FOR ABATEMENTS, REMOVAL OF SNOW AND ICE, AND TOWING; \$85 PER HOUR FOR WEED ABATEMENT AND REMOVAL OF SNOW AND ICE; \$15 EQUIPMENT FEE FOR WEED ABATEMENT AND REMOVAL OF SNOW AND ICE; ACTUAL CHARGE FOR DUMPING FOR ABATEMENTS; AND POSTAGE AND LEGAL FEES FOR TOWING; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Schedule of Fees is hereby amended for Code Enforcement by adding the following fees: \$50 administrative fee for abatements, removal of snow and ice, and towing; \$85 per hour for weed abatement and removal of snow and ice; \$15 equipment fee for weed abatement and removal of snow and ice; actual charge for dumping for abatements; and actual postage and legal fees for towing.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

COMMUNITY DEVELOPMENT – CODE ENFORCEMENT

Nuisances:

| | |
|--|---|
| Abatement of Nuisance/ <u>Rubbish</u> | \$100 per hour (minimum of \$100) (including postage, <u>dumping fees</u> , and legal fees, <u>and \$50 administrative fee</u>) |
| Weed Abatement | Actual cost <u>\$85 per hour</u> (including postage, <u>dumping fees</u> , and legal fees, <u>and; plus</u> \$50 administrative fee) |
| Removal of Snow & Ice | \$100 <u>85</u> per hour (minimum of \$100) (including postage, legal fees, <u>and \$50 administrative fee</u>) |
| Automobile Parking and Storage Restrictions <u>Towing</u> | \$100 per hour (minimum of \$100) <u>Postage, legal fees, and \$50 administrative fee</u> <u>*Towing fees will be invoiced by towing company.</u> |
| <u>Equipment</u> | <u>\$15 per hour</u> |

The City of **Columbus**

MEMORANDUM

DATE: May 3, 2023
FROM: Andy Woehrer, Chief Building and Code Official
TO: Tara Vasicek, City Administrator
RE: Code Enforcement fee changes

RECOMMENDATION:
I recommend approval of attached fees.

DISCUSSION:
Due to limited availability of contractors who do this work, the 2 City Code Enforcement personnel will begin abating various nuisances. For this reason, we need to update the fee schedule to reflect the true cost of personnel time.

ALTERNATIVE:
Stop abating nuisances

SIGNATURE:

Approved By: Andy J. Woehrer
Andy Woehrer, Chief Building and Code Official

Approved By: Tara Vasicek
Tara Vasicek, City Administrator

Total number of tags per violation

Red tags for Grass and Weeds

2022; Total of 757

2023; Total of 147

Red Tags for Misc. Rubbish/ Nuisance

2022; Total of 263

2023; Total of 348

2022-2023 Abatements and cost

| Date | Address | Type | Vendor | Billing Amount |
|---|------------------------------|--------------|---|------------------------|
| 3-30-22 | 3616 21 st Street | Rubbish | Cutting Edge | 892.19 Paid |
| 6-8-22 | 2458 26 th Ave | Grass/ weeds | Cutting Edge | 189.66 Paid |
| 7-8-22 | 1632 Behlen St | Grass/ weeds | Cutting Edge | 177.65 Paid |
| 7-21-22 | 1315 9 th St | Grass/ weeds | Cutting Edge | 311.64 Paid |
| 9-29-22 | 751 11 th Ave | Grass/ weeds | Cutting Edge | 1010.49 Outstanding |
| 10-13-22 | 3714 14 th St | Grass/ weeds | Cutting Edge | 374.61 Outstanding |
| 10-22-22 | 1609 15 th St | Rubbish | Cutting Edge | 382.57 Outstanding |
| 11-3-22 | 3620 18 th St | Grass/ weeds | Cutting Edge | 115.64 Outstanding |
| 11-16-22 | 3111 17 th ST | Rubbish | Cutting Edge | 129.64 Outstanding |
| 11-16-22 | 2204 21 st St | Rubbish | Cutting Edge | 179.14 Outstanding |
| 12-2-22 | 3412 17 th St | Rubbish | Cutting Edge | 250.83 Outstanding |
| | | | | |
| 1-2-23 | 960 21 st St | Rubbish | Cutting Edge | 115.64 Paid |
| 1-16-23 | 3417 13 th ST | Rubbish | Cutting Edge | 130.64 Outstanding |
| 1-26-23 | 1922 10 th St | Nuisance | Cutting Edge | 267.36 Outstanding |
| 2-21-23 | 3417 13 th St | Rubbish | Cutting Edge | 131.20 Outstanding |
| 3-7-23 | College view trailer Park | Rubbish | Cutting Edge | 249.83 Paid |
| 5-9-23 | 2103 8 th St | Rubbish | City | 117.14 Outstanding |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Paid 2022 | 1571.14 | | Total Paid 2023 | 265.47 |
| | | | | |
| Total Outstanding Balance 2022 | 2442.92 | | Total Outstanding Balance 2023 | 646.34 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

15. ORDINANCES ON FIRST READING

15.A.Ordinance No. 23-04 amending Sections 92.02 and 92.03 of Chapter 92 of Title IV of Columbus City Code to define scrapping and declare scrapping in residential zones as a nuisance.

ORDINANCE NO. 23-_____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTIONS 92.02 AND 92.03 OF CHAPTER 92 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) INCLUDE SCRAPPING IN RESIDENTIAL ZONES AS NUISANCES; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, Neb. Rev. Stat. § 18-1720(1) states that “All cities and villages in this state may by ordinance define, regulate, suppress, and prevent nuisances, declare what constitutes a nuisance, and abate and remove such nuisances. Every city and village may exercise such power and authority within its corporate limits and extraterritorial zoning jurisdiction”; and

WHEREAS, Columbus’ municipal code regulates nuisances; and

WHEREAS, the City Council desires to amend the City Code to declare the practices of scraping to in residential areas to be a nuisance.

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

Section 1. That Section 92.02 of Chapter 92 of Title IX of the Columbus City Code be amended and revised to read as follows:

§ 92.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CODE ENFORCEMENT OFFICIAL. As used in this subchapter shall be the City’s Community Development Director, and/or his or her designated representative.

EXCAVATION. Any activity in which earth, rock, or other material in or on the ground is moved or otherwise displaced by means of tools, equipment, or explosives and shall include grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, and cable or pipe plowing or driving but shall not include:

- (1) Normal maintenance of roads if the maintenance does not change the original road grade and does not involve the road ditch;
- (2) Tilling of soil and gardening for seeding and other agricultural purposes;
- (3) Digging of graves or in landfills in planned locations;
- (4) Maintenance or rebuilding of railroad track or facilities located on a railroad right-of-way by the railroad company or its contractors when such maintenance or rebuilding does not change the track grade; or

(5) Hand digging around the base of a pole for pole inspection as part of suitable barriers, and which are not marked by warning lights during the hours of darkness.

NUISANCE. Any condition which:

- (1) Injures or endangers the health, safety, or welfare of the public;
- (2) Unlawfully interferes with, obstructs, or tends to obstruct, or renders dangerous for passage, any public or private street, highway, sidewalk, stream, ditch, or drainage way;
- (3) By reason of lack of sufficient or adequate maintenance of the property, and/or being vacant, any of which depreciates the enjoyment and use of the property in the immediate vicinity to such an extent that it is harmful to the community in which the property is situated or such condition exists;
- (4) By reason of being a fire hazard, as determined by the Nebraska State Fire Marshal or the designated representative;
- (5) By reason of being unsafe for occupancy, for use on, in, upon, about or around the aforesaid property, as determined by the City Building Inspector or City Engineer; or
- (6) By reason of deterioration or decay becomes rodent infested, or which becomes a place frequented by trespassers and transients seeking a temporary shelter or hideout;
- (7) Maintaining a **NUISANCE** by act or by failure to perform a legal duty, intentionally causing or permitting a **NUISANCE** to exist;
- (8) Permitting a **NUISANCE** to exist is knowingly permitting lots, parcels, or pieces of real property under the control of the offender, including the streets and alleys in front of and abutting such lots and pieces of land to be used or allowed to remain in such condition as to allow a **NUISANCE** condition to exist;
- (9) No person shall permit land to be covered with or contain refuse or debris resulting from the construction activities or the demolishing of a building, which refuse or debris has remained on the land for more than:
 - (a) Thirty days after the completion of the construction activities or demolition work; or
 - (b) Six months after the permit for such activity or work was granted, whichever is soonest.

PERSON IN CHARGE OF PROPERTY. An agent, occupant, lessee, contract purchaser, or other person having possession or control of property or the supervision of any construction project.

PERSON RESPONSIBLE FOR ABATING NUISANCE.

- (1) The owner.
- (2) The person in charge of the property.
- (3) The person who caused to come into or continue in existence a nuisance, as defined in this subchapter, or another ordinance of this City.

PUBLIC PLACE. A building, way, place, or accommodation, whether publicly or privately owned, open and available to the general public.

SCRAPPING. Continuous receiving, collecting, reprocessing, and/or storing old, broken, damaged, discarded, or scrap copper, brass, dismantled or wrecked automobiles, or parts thereof, iron, steel, or other old scrap, ferrous or nonferrous material, and metal scraps, including aluminum scraps, metals, used bicycles or

household appliances, for the purpose of storing, selling, trading, or dealing in scrap.

Section 2. That Section 92.03 of Chapter 92 of Title IX of the Columbus City Code be amended and revised to read as follows:

§ 92.03 ILLUSTRATIVE ENUMERATION.

The maintaining or permitting to be or remain on any public or private property of any of the following conditions is hereby declared to be and constitute a nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:

- (A) Weeds and noxious vegetation when such growth reaches 12 inches in height.
- (B) Placement, storage, or accumulation of garbage, rubbish, trash, refuse, junk and other materials, metals, plumbing fixtures, appliances, auto parts, junked, wrecked or inoperative vehicles, lumber or other litter and furniture, stuffed furniture, clothing or other household items which creates an unsightly appearance. This section applies without limitation to all areas of land within the corporate city limits of Columbus zoned for residential purposes, and whether or not the building, land or property is occupied by human beings.
- (C) Any condition which provides harborage for rats, mice, and other vermin.
- (D) All disagreeable or noxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches, to include, but not be limited to, unwholesome grain, meat, hides, skins, feathers, vegetable matter, or the whole or any part of any dead animal, fowl, or fish.
- (E) Privies, vaults, cesspools, dumps, pits, or like places which are not securely protected from flies or rats, or which are foul or malodorous.
- (F) The pollution of any public well or cistern, stream, lake, canal, or body of water by sewage, dead animals, industrial wastes, or other substances which are injurious to overland flow or groundwater.
- (G) Any activity, operation, or condition which, after being ordered abated, corrected, or discontinued by a lawful order of any agency or officer of the City, continues to be conducted or continues to exist in violation of any title of the City Code, any regulation enacted pursuant to this City Code, any statute of the State, or any violation of Federal law.
- (H) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- (I) Any vacant or unoccupied structure, which is not secured or is in a condition which allows access by any person.
- (J) Attractive nuisances, which include:
 - (1) Unguarded machinery, equipment, or other devices which are attractive, dangerous, and accessible to children;
 - (2) Lumber, logs, or pilings placed or stored in a manner so as to be attractive, dangerous, and accessible to children;
 - (3) Open pit, quarry, cistern, or other excavation without safeguards or barriers to prevent such places from being used by children;
 - (4) Construction projects will have appropriate safeguards in place to prevent injury or death to playing children; and

(5) It shall be unlawful for any owner, agent, or contractor in charge of a construction or demolition site to permit the accumulation of litter or the growth of grass or weeds in excess of 12 inches before, during or immediately following completion of any construction or demolition project. It shall be the duty of the owner, agent or contractor in charge of a construction site to furnish containers adequate to accommodate flyable or non-flyable debris or trash at areas convenient to construction areas and to maintain and empty the receptacles in such a manner and with such a frequency as to prevent spillage.

(K) Dangerous excavations, which are not guarded by suitable barriers and which are not marked during the hours of darkness.

(L) Graffiti, which shall mean any unauthorized writing, inscription, word, figure, or design which is marked, etched, scratched, drawn, or painted on any structural component of any building, structure or other facility, regardless of the nature of the material used in its application or upon which it is applied.

(M) Stockyards, granaries, mills, pig pens, cattle pens, chicken pens, or any other place, building or enclosure, in which animals or fowl of any kind are confined or on which are stored tankage or any other animal or vegetable matter or on which any animal or vegetable matter, including grain, is being processed, when the places in which animals are confined, or said premises on which the vegetable or animal matter is located, are maintained and kept in such a manner that foul and noxious odors are permitted to emanate therefrom, to the annoyance of inhabitants of the City, or are maintained and kept in such a manner as to be injurious to the public health.

(N) The practice of scrapping by the continuous receiving, storing, reprocessing, and/or collecting of old, broken, damaged, discarded, or scrap copper, brass, dismantled or wrecked automobiles, or parts thereof, iron, steel, or other old scrap, ferrous or nonferrous material, and metal scraps, including aluminum scraps, metals, used bicycles or household appliances in any Residential Zoning District is unsightly, unhealthy, and constitutes a nuisance to the citizens and residents of this City.

Section 3. This Ordinance shall repeal all Ordinances or portions thereof and in conflict herewith.

Section 4. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City office.

INTRODUCED BY COUNCIL MEMBER _____.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 23-04

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTIONS 92.02 AND 92.03 OF CHAPTER 92 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO DEFINE SCRAPPING AND DECLARE SCRAPPING IN RESIDENTIAL ZONES AS NUISANCES; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, Neb. Rev. Stat. § 18-1720(1) states that “All cities and villages in this state may by ordinance define, regulate, suppress, and prevent nuisances, declare what constitutes a nuisance, and abate and remove such nuisances. Every city and village may exercise such power and authority within its corporate limits and extraterritorial zoning jurisdiction”; and

WHEREAS, Columbus’ municipal code regulates nuisances; and

WHEREAS, the City Council desires to amend the City Code to declare the practices of scrapping in residential areas to be a nuisance.

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

Section 1. That Section 92.02 of Chapter 92 of Title IX of the Columbus City Code be amended and revised to read as follows:

§ 92.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CODE ENFORCEMENT OFFICIAL. As used in this subchapter shall be the City’s Community Development Director, and/or his or her designated representative.

EXCAVATION. Any activity in which earth, rock, or other material in or on the ground is moved or otherwise displaced by means of tools, equipment, or explosives and shall include grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, and cable or pipe plowing or driving but shall not include:

- (1) Normal maintenance of roads if the maintenance does not change the original road grade and does not involve the road ditch;
- (2) Tilling of soil and gardening for seeding and other agricultural purposes;
- (3) Digging of graves or in landfills in planned locations;
- (4) Maintenance or rebuilding of railroad track or facilities located on a railroad right-of-way by the railroad company or its contractors

when such maintenance or rebuilding does not change the track grade; or

(5) Hand digging around the base of a pole for pole inspection as part of suitable barriers, and which are not marked by warning lights during the hours of darkness.

NUISANCE. Any condition which:

(1) Injures or endangers the health, safety, or welfare of the public;

(2) Unlawfully interferes with, obstructs, or tends to obstruct, or renders dangerous for passage, any public or private street, highway, sidewalk, stream, ditch, or drainage way;

(3) By reason of lack of sufficient or adequate maintenance of the property, and/or being vacant, any of which depreciates the enjoyment and use of the property in the immediate vicinity to such an extent that it is harmful to the community in which the property is situated or such condition exists;

(4) By reason of being a fire hazard, as determined by the Nebraska State Fire Marshal or the designated representative;

(5) By reason of being unsafe for occupancy, for use on, in, upon, about or around the aforesaid property, as determined by the City Building Inspector or City Engineer; or

(6) By reason of deterioration or decay becomes rodent infested, or which becomes a place frequented by trespassers and transients seeking a temporary shelter or hideout;

(7) Maintaining a **NUISANCE** by act or by failure to perform a legal duty, intentionally causing or permitting a **NUISANCE** to exist;

(8) Permitting a **NUISANCE** to exist is knowingly permitting lots, parcels, or pieces of real property under the control of the offender, including the streets and alleys in front of and abutting such lots and pieces of land to be used or allowed to remain in such condition as to allow a **NUISANCE** condition to exist;

(9) No person shall permit land to be covered with or contain refuse or debris resulting from the construction activities or the demolishing of a building, which refuse or debris has remained on the land for more than:

(a) Thirty days after the completion of the construction activities or demolition work; or

(b) Six months after the permit for such activity or work was granted, whichever is soonest.

PERSON IN CHARGE OF PROPERTY. An agent, occupant, lessee, contract purchaser, or other person having possession or control of property or the supervision of any construction project.

PERSON RESPONSIBLE FOR ABATING NUISANCE.

(1) The owner.

(2) The person in charge of the property.

(3) The person who caused to come into or continue in existence a nuisance, as defined in this subchapter, or another ordinance of this City.

PUBLIC PLACE. A building, way, place, or accommodation, whether publicly or privately owned, open and available to the general public.

SCRAPPING. Continuous receiving, collecting, reprocessing, and/or storing old, broken, damaged, discarded, or scrap copper, brass, dismantled or wrecked automobiles, or parts thereof, iron, steel, or other old scrap, ferrous or nonferrous material, and metal scraps, including aluminum scraps, metals, used bicycles or household appliances, for the purpose of storing, selling, trading, or dealing in scrap.

Section 2. That Section 92.03 of Chapter 92 of Title IX of the Columbus City Code be amended and revised to read as follows:

§ 92.03 ILLUSTRATIVE ENUMERATION.

The maintaining or permitting to be or remain on any public or private property of any of the following conditions is hereby declared to be and constitute a nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:

(A) Weeds and noxious vegetation when such growth reaches 12 inches in height.

(B) Placement, storage, or accumulation of garbage, rubbish, trash, refuse, junk and other materials, metals, plumbing fixtures, appliances, auto parts, junked, wrecked or inoperative vehicles, lumber or other litter and furniture, stuffed furniture, clothing or other household items which creates an unsightly appearance. This section applies without limitation to all areas of land within the corporate city limits of Columbus zoned for residential purposes, and whether or not the building, land or property is occupied by human beings.

(C) Any condition which provides harborage for rats, mice, and other vermin.

(D) All disagreeable or noxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches, to include, but not be limited to, unwholesome grain, meat, hides, skins, feathers, vegetable matter, or the whole or any part of any dead animal, fowl, or fish.

(E) Privies, vaults, cesspools, dumps, pits, or like places which are not securely protected from flies or rats, or which are foul or malodorous.

(F) The pollution of any public well or cistern, stream, lake, canal, or body of water by sewage, dead animals, industrial wastes, or other substances which are injurious to overland flow or groundwater.

(G) Any activity, operation, or condition which, after being ordered abated, corrected, or discontinued by a lawful order of any agency or officer of the City, continues to be conducted or continues to exist in violation of any title of the City Code, any regulation enacted pursuant to this City Code, any statute of the State, or any violation of Federal law.

(H) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.

(I) Any vacant or unoccupied structure, which is not secured or is in a condition which allows access by any person.

(J) Attractive nuisances, which include:

(1) Unguarded machinery, equipment, or other devices which are attractive, dangerous, and accessible to children;

(2) Lumber, logs, or pilings placed or stored in a manner so as to be attractive, dangerous, and accessible to children;

(3) Open pit, quarry, cistern, or other excavation without safeguards or barriers to prevent such places from being used by children;

(4) Construction projects will have appropriate safeguards in place to prevent injury or death to playing children; and

(5) It shall be unlawful for any owner, agent, or contractor in charge of a construction or demolition site to permit the accumulation of litter or the growth of grass or weeds in excess of 12 inches before, during or immediately following completion of any construction or demolition project. It shall be the duty of the owner, agent or contractor in charge of a construction site to furnish containers adequate to accommodate flyable or non-flyable debris or trash at areas convenient to construction areas and to maintain and empty the receptacles in such a manner and with such a frequency as to prevent spillage.

(K) Dangerous excavations, which are not guarded by suitable barriers and which are not marked during the hours of darkness.

(L) Graffiti, which shall mean any unauthorized writing, inscription, word, figure, or design which is marked, etched, scratched, drawn, or painted on any structural component of any building, structure or other facility, regardless of the nature of the material used in its application or upon which it is applied.

(M) Stockyards, granaries, mills, pig pens, cattle pens, chicken pens, or any other place, building or enclosure, in which animals or fowl of any kind are confined or on which are stored tankage or any other animal or vegetable matter or on which any animal or vegetable matter, including grain, is being processed, when the places in which animals are confined, or said premises on which the vegetable or animal matter is located, are maintained and kept in such a manner that foul and noxious odors are permitted to emanate therefrom, to the annoyance of inhabitants of the City, or are maintained and kept in such a manner as to be injurious to the public health.

(N) The practice of scrapping by the continuous receiving, storing, reprocessing, and/or collecting of old, broken, damaged, discarded, or scrap copper, brass, dismantled or wrecked automobiles, or parts thereof, iron, steel, or other old scrap, ferrous or nonferrous material, and metal scraps, including aluminum scraps, metals, used bicycles or household

appliances in any Residential Zoning District is unsightly, unhealthy, and constitutes a nuisance to the citizens and residents of this City.

Section 3. This ordinance shall repeal all Ordinances or portions thereof and in conflict herewith.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city office.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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**