

City Council Regular Meeting
Monday, June 19, 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 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 June 5, 2023, City Council meeting.

PROCEEDINGS OF CITY COUNCIL
June 5, 2023

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on June 5, 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 May 31, 2023, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgment of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, Prent Roth, and Ron Schilling. Council Member Hope Freshour was absent and excused. 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, Public Property Director Doug Moore, Communications Director Rachel Pensick, Fire Chief Ryan Gray, Assistant Fire Chief Nathan Jones, Planning & Economic Development Director Jean Van Iperen, Communications Manager Matt Lindberg, Assistant City Clerk Kelli Keyes, and Account Clerk II/Records Clerk II Linda Nickeson.
2. **PRAYER:** Augustine-Schulte led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was sung and the Pledge of Allegiance was recited.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

- 4.A. **Minutes of May 15, 2023, City Council meeting.**
- 4.B. **Change date of first meeting in July 2023 to 7 p.m., Wednesday, July 5, 2023, due to move to new community building.**
- 4.C. **Reappointment of Robert Elsasser to Planning Commission for three-year term.**
- 4.D. **Reappointment of Toby Goc, Thomas A. Loseke, Neil Carnes, Mark Bierman, and Bill Elton (as alternate) to Board of Adjustment for three-year terms.**
- 4.E. **Title III-B (supportive services), Title III-C (nutrition), and Title III-E (family caregiver support) grant funding from Northeast Nebraska Area Agency on Aging for senior center.**
- 4.F. **Invoice from Johnson Service Company in the amount of \$14,000 for emergency repairs to sewer main related to construction project on 23 Street and east 11 Avenue.**
- 4.G. **Resolution No. R23-74 approving agreement with Geo-Comm, Inc. in the amount of \$34,174 for GIS maintenance services, for joint communications center.** Resolution No. R23-74 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH GEO-COMM, INC. FOR GIS MAINTENANCE SERVICES IN THE AMOUNT OF \$34,174, 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.
- 4.H. **Resolution No. R23-75 authorizing payment of various improvement projects.** Resolution No. R23-75 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT B-D CONSTRUCTION, INC., COLUMBUS FIRE STATION #2, \$128,685.39; 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, \$813,356.46; GEHRING CONSTRUCTION AND READY MIX CO., INC., SID NO. 184 (23 STREET FROM EAST OF 48 AVENUE TO 54 AVENUE), \$92,234.00; PLATTE VALLEY PRECAST, AIRPORT HANGAR, \$43,159.95.

4.I. Payroll and bills on file. B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grants; I=Insurance; L=License; M=Membership; P=Payment; R=Refund; S=Service & Supplies; T=Training; 6/9/23 Payroll \$850,980.22; 10 County Title & Escrow 3,234.21 G; 911 Custom 461.00 S; Ace Hrdwr 1,137.17 S; Advance Auto 528.36 S; Ag Spray Eq 197.64 S; A Albers 60.00 S; Altec Ind 2,696.23 S; Arnold Motor 1,030.56 S; Autographix 1,675.00 CP; Baird Holm LLP 3,022.00 S; E Barnes 200.00 R; Barrelhouse 800.00 S; M Bauer 200.00 R; B-D Construction 128,685.39 CP; N Behle 45.48 R; B Benck 245.31 R; Best Buy 969.96 CP; Best Version Media 152.00 S; Boarders Inn 1,499.40 T; Bomgaars 600.14 S; D Borchers 180.00 S; Bound Tree Med 827.54 S; J Brunken 1.00 S; BSN Sports 4,431.01 S; Cambria Hotel 859.30 T; Capital Business 29.33 S; Capital 1–Walmart 795.06 S; Carolina Software 790.86 S; Casey’s Mail Serv 4,785.23 S; CDW Gov 871.94 CP; Cntr Pnt LP 21.75 S; City of Col 10,447.30 S; Civil Air Patrol Mag 105.00 S; Cleanwash Laundry 56.00 CP; R Cline 350.00 S; T Cline 300.00 S; Club Prophet 60.00 M; Col Comm Hosp 1,411.45 S; Col Cust Embroid 119.00 S; Col Screen Prnt 3,394.00 S; Commonwlth Elec 189.00 S; Culligan 431.07 S; D Curtis 69.00 T; D&K Prod 1,007.50 S; Danko 355.50 S; DAS St Acc 1,471.99 S; M Dominguez 240.00 S; Eakes 3,188.87 S; Earl May 202.81 S; Electric Pump 2,892.81 S; Electrical Eng 206.35 S; Electronic Eng 578.10 S; Fastenal 33.98 S; Frontier 271.74 S; Gale 218.69 S; Galls 645.17 S; Gehring Const 908,559.65 S, CP; Gerhold 798.33 S; Gilmore & Assoc 7,000.00 CP; Godfather’s 338.17 S; Grt Plns Bldg 608.16 S; Grt Plns Comm 1,412.91 S; Grey House 462.05 S; Gunslingers 990.00 S; J Gutierrez 150.00 S; Hadley-Braithwait 690.50 S; Hawkins 10,328.41 S; HDR Eng 12,912.38 CP; Hmtwn Leasing 175.00 S; Ind Cntrl 1,382.41 S; Ingram Libry 493.60 S; IIMC 350.00 M; Intrst Battery Sys 716.80 S; Jackson Serv 2,750.35 S; JEO 21,388.60 S, CP; Johnson Serv 14,000.00 CP; M Johnson 64.28 R; Jones Auto 25,994.41 CP; Kelly Sup 3,043.35 S; A Laborde 1,300.00 S; Lkvw Sm Eng 40.28 S; Lawson 523.50 S; League of NE Muni 535.00 T; J Levander 500.00 R; A Lopez 3,000.00 S; Loseke Lake Stop 132.84 S; MacQueen Eq 7,082.95 S; Mahaska 230.00 S; Malloy Elec 2,841.18 S; Matheson-Linweld 156.19 S; McCrometer 595.24 S; Menards 2,099.54 S; Michael Todd & Co 708.07 S; Mid-American Rsrch 150.00 S; Mid-Iowa Waste 345,624.54 S,CP; MidSt Eng 1,475.00 CP; MidW Tape 144.68 S; MidW Turf 652.80 S; Moms & Mops 400.00 S; Motion Ind 52.21 S; Mr. Golf Car 1,920.00 S; Mueller Sprinklers 51.99 S; Mini Melts 2,726.00 S; NAPA 786.27 S; NE Fire Sprinkler 735.00 S; NE Golf 689.28 S; NE Pub Health 1,428.00 S; NE Rural Water 550.00 M; NE St Fire Marsh 72.00 S; NEland Ntnl Bank 42,499.99 P; Newman Signs 1,511.81 S; T&K Nielsen 69.33 R; NE NE Econ 263.72 S; NW Elect 6,015.12 S; NPAS 663.35 S; Obrist 2,753.00 S; Occup Hlth 4,203.00 S; O’Reilly 1,143.76 S; Paper Tiger 235.80 S; Perform Prnt 38.22 S; Pete Lien & Sons 14,737.50 S; Petty Cash 129.52 S; Phenova 762.14 S; Platte Valley Precast 43,159.95 CP; Pomp’s Tire 3,696.30 S; Preferred Pipeline 796.80 S; Prestox 57.63 S; Product Plus 949.02 S; Psychol Rsrchs 300.00 S; Quadient 642.63 S; J Quinn 300.00 S; Reardon 2,071.84 S;

Rvr Vily Tire 15.00 S; Rutt's 450.00 S; Sand Crk Construct 14,250.00 CP; Sapp Bro 34,687.47 S; Schemmer Assoc 14,108.14 CP; Schieffer Signs 1,588.50 S; School Dis 15,502.50 P; G Sealock 125.00 S; Seiler Instr 399.99 S; Service Mstr 6,583.00 S; Sherwin-Williams 170.99 S; Shevlin 1,278.02 S; Sirius 1,177.45 CP; Stanard & Assoc 143.00 S; Stericycle 1,061.33 S; B Strecker 500.00 R; St Cop Trn 597.00 T; String Beans 975.00 S; Super Svr 180.11 S; Sysco 19,168.89 S; The Golf Shop 421.52; The Lifeguard Store 7,253.50 S; Tire Outlet 1,145.00 S; Toby Kid Klauenberg 545.00 S; Too Fast 65.84 S; Truck Ctr 184.80 S; Turfwerks 2,447.74 S; U&I 185.00 S; USA Blue Bk 2,973.86 S; Voice House 2,100.00 S; Weldon 136.32 S; Wilke 399.45 S; Zegers 561.05 S; Zimco 9,419.50 S; B Zimmerer 48.46 R. TOTAL \$2,699,919.20.

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

6. **SPECIAL PRESENTATIONS:** None

7. **PUBLIC HEARINGS:**

7.A. **Public hearing - consider proposed Downtown Business Improvement District No. 3 (general vicinity from alley south of 11 Street to alley north of 14 Street between 23 Avenue and 33 Avenue and Evans House, 2204 14 Street).** Joshua Johnson, 3907 53 Street and chair of the Business Improvement Board, gave a brief history of the events that have transpired to date with regard to creating a Downtown Business Improvement District (BID). He reported the past year involved a significant amount of effort by holding meetings, consulting professionals, researching other communities, gathering input from the public, and conducting a postcard survey in order to create boundaries and a sustainable plan that would beautify the downtown area. Johnson noted that funds for marketing the complete area are included in the BID budget. Joe Wemhoff, 4508 23 Street, expressed opposition to the BID, pointed out the location of his business on 33 Avenue, noted he did not qualify for grant funding for building improvements in the past as he was outside of the downtown area, and questioned what the benefit of being part of the BID would be for him. Rose Nelson, 6471 Country Links Place and property owner in the proposed BID expressed opposition as she previously did not qualify for grant funding for building improvements due to the fact she was a landlord and not an actual business owner. The public hearing closed with a motion by Hiemer and a second by Lopez. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

7.A.1. **Ordinance No. 23-05 creating Downtown Business Improvement District No. 3.** The rules were suspended and Ordinance No. 23-05 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING AND ESTABLISHING THE BOUNDARIES, PURPOSES, AND ASSESSMENT METHOD FOR THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT; 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 were read by number only with a motion by Jablonski and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and Bahr voted "Nay". Freshour was absent. Ordinance No. 23-05 was adopted with a motion by Jablonski and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and Bahr voted "Nay". Freshour was absent.

7.B. Public hearing - Application of Balaji Petroleum, LLC dba Dual Stop Columbus for Retail Class D liquor license at 3417 14 Street. Maulin Patel, owner of Dual Stop Columbus, was available to answer questions. The public hearing closed and a recommendation was made to the Nebraska Liquor Control Commission to approve the application of Dual Stop Columbus for a Retail Class "D" liquor license with a motion by Bahr and a second by Lopez. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

7.B.1. Application of Dual Stop Columbus for Niraj R. Patel as manager in conjunction with liquor license. Niraj Patel, manager of Dual Stop Columbus, was available to answer questions. The application of Dual Stop Columbus for Niraj R. Patel as manager was approved with a motion by Augustine-Schulte and a second by Lopez. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

8. PETITIONS AND COMMUNICATIONS: None

9. REPORTS OF CITY OFFICES:

9.A. Schedule for library and city hall move to new community building. Bogus reported on the progress of the community building and noted that city hall will be closed on July 3 to relocate to the new building and will reopen on July 5 with an open house scheduled for July 8.

10. REPORTS OF COUNCIL COMMITTEES:

10.A. COMMITTEE OF THE WHOLE - June 5, 2023

10.A.1. Emergency medical services for Duncan Rural Fire District and Columbus Rural Fire District. The Committee of the Whole recommended the county contribute \$600,000 and submit their intention to the city by July 1st with a final determination made to either continue or terminate service effective October 1st. Kevin Schuller, president of the rural fire board, said he feels there has been a lack of negotiations on the city's part and \$600,000 is an unfair request. Bob Slusarski, resident of Duncan, said he feels the county's commitment of \$300,000 for two years is fair for the amount of service calls provided to the

rural districts. The report was adopted with a motion by Augustine-Schulte and a second by Lopez. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

10.A.2. Implementation of Discretionary Capital Improvement Project policy. The Committee of the Whole recommended the Discretionary Capital Improvement Project policy be approved. The report was adopted with a motion by Lopez and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

10.A.3. Review city council rules. The Committee of the Whole recommended the city council rules be approved as amended to change meeting times to 6 p.m. It was noted the new meeting time would go into effect August 1st. The report was adopted with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Appointment of Robbin Cutsor to Planning Commission to fill unexpired term of Kimberly Hoefer. Augustine-Schulte read a brief resume and the mayor's appointment of Robbin Cutsor to the Planning Commission was ratified with a motion by Roth and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

13.B. Quote from CDW Corporation in the amount of \$82,149.87 for Wi-Fi hardware and services for Pawnee Plunge water park, Pawnee Park baseball field, Memorial Stadium, Berne Square, Gerrard Park, and Frankfort Square. The quote from CDW Corporation for Wi-Fi in city parks was accepted with a motion by Augustine-Schulte and a second by Lopez. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

13.C. Quote from Platte Valley Communications in the amount of \$106,290.80 for radio console for joint communications center. The quote from Platte Valley Communications for a radio console was accepted with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

13.D. Quote from General Traffic Controls in the amount of \$140,980 for pedestrian crosswalk upgrades. The quote from General Traffic Controls for crosswalk upgrades was accepted with a motion by Lopez and a second by

Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

13.E. Quote from Truck Center Companies in the amount of \$32,323.76 for emergency replacement motor for semi-truck for transfer station. The quote from Truck Center Companies for motor replacement was accepted with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

13.F. Quote from Crouch Recreation, Inc. in the amount of \$32,801 for picnic tables for Frankfort Square. The quote from Crouch Recreation, Inc. for picnic tables was accepted with a motion by Augustine-Schulte and a second by Lopez. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

13.G. Request for proposals for purchase of land for Rural Workforce Housing project. Vasicek noted that all available resources and efforts have been utilized to increase housing in the area and said there is still a critical housing shortage. The request for proposals for land purchase was approved with a motion by Lopez and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

13.H. Comments from mayor and city council members. Augustine-Schulte reported that St. Bonaventure Church and School will be discontinuing their recycling program due to abuse of the recycling bins. Hiemer referred to the recent mailing of property tax valuation notices and pointed out that the City of Columbus is not responsible for setting the valuations. Roth commended staff for providing graphic documentation on the Downtown Business Improvement District. Bulkley congratulated K.C. Belitz on his recent appointment by Governor Jim Pillen as the state's economic development director.

14. RESOLUTIONS:

14.A. Resolution No. R23-76 approving agreement with Mark S. Howerter, M.D. for medical direction and medical control of emergency medical dispatch. Resolution No. R23-76 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGREEMENT FOR MEDICAL DIRECTION AND MEDICAL CONTROL OF EMERGENCY MEDICAL DISPATCH FOR THE JOINT COMMUNICATIONS CENTER WITH MARK S. HOWERTER, M.D., A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS

THEREOF IN CONFLICT HEREWITH was adopted with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

14.B. Resolution No. R23-77 approving a grant agreement with Federal Aviation Administration for Fiscal Year 2023 Airport Improvement Program.

Resolution No. R23-77 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A GRANT AGREEMENT WITH FEDERAL AVIATION ADMINISTRATION FOR FISCAL YEAR 2023 AIRPORT IMPROVEMENT PROGRAM (GRANT NO. 3-31-0019-017-2023), A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

14.C. Resolution No. R23-78 approving Discretionary Capital Improvement Project policy.

Resolution No. R23-78 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING THE DISCRETIONARY CAPITAL IMPROVEMENT PROJECT POLICY FOR THE CITY OF COLUMBUS, NEBRASKA, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE was adopted with a motion by Lopez and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

15. ORDINANCES ON FIRST READING:

15.A. Ordinance No. 23-06 approving addendum to purchase agreement with Great Plains State Bank for purchase of city-owned property at 2419 14 Street to revise purchase price from \$200,000 to \$142,600 to provide for environmental remediation escrow account.

The rules were suspended and Ordinance No. 23-06 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE ADDENDUM TO THE PURCHASE AGREEMENT DATED ON OR ABOUT DECEMBER 5, 2022, BETWEEN THE CITY OF COLUMBUS AND GREAT PLAINS STATE BANK, 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 PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only with a motion by Hiemer and a second by Lopez. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. Ordinance No. 23-06

was adopted with a motion by Hiemer and a second by Lopez. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

16. ORDINANCES ON SECOND READING:

16.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. On its second reading, Ordinance No. 23-04 entitled: 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 was read by number only.

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 8:00 p.m.

Presented and approved this 19 day of June 2023.

OFFICE OF THE CITY CLERK

:Janelle Kline

4.B. Minutes of June 5, 2023, Community Development Agency meeting.

COMMUNITY DEVELOPMENT AGENCY
June 5, 2023

A meeting of the City Council, as the Community Development Agency, of the City of Columbus, Nebraska, was convened in open and public session on June 5, 2023, at 8:03 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 June 3, 2023, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgment of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Council President Augustine-Schulte announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, Prent Roth, and Ron Schilling. Council Member Hope Freshour was absent and excused. Also, present was Mayor James Bulkley. City staff members included City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Fire Chief Ryan Gray, Communications Manager Matt Lindberg, Assistant City Clerk Kelli Keyes, and Account Clerk II/Records Clerk II Linda Nickeson.
2. **Nunc Pro Tunc correction to Resolution No. R22-77 correcting name of the redeveloper.** A recommendation was made to approve the nunc pro tunc correction to Resolution No. R22-77 to correct the name of the redeveloper in the redevelopment agreement with a motion by Roth and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.
3. **Resolution No. R23-79 approving amendment to redevelopment contract for Convergence, LLC redevelopment project.** Resolution No. R23-79 entitled was adopted with a motion by Roth and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.
4. **Adjournment:** The meeting adjourned at 8:05 p.m.

Presented and approved this 19 day of June 2023.

OFFICE OF THE CITY CLERK
:Janelle Kline

4.C. Resolution No. R23-80 declaring 2500 14 Street as the new location for the council chambers.

Draft

RESOLUTION NO. R23-80

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LOCATION CHANGE OF THE COUNCIL CHAMBERS FOR MEETINGS OF CITY COUNCIL AND PLANNING COMMISSION FROM 1369 25 AVENUE, COLUMBUS, NEBRASKA, TO 2500 14 STREET, COLUMBUS, NEBRASKA, LOCATED AT THE NEW COLUMBUS COMMUNITY BUILDING, EFFECTIVE AS OF JULY 5, 2023, AND THEREAFTER; 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.

WHEREAS, Columbus City Code Section 30.17 states that “Regular meetings of the City Council shall be held in the Council Chambers on the first and third Monday of each month at 7:00 p.m. However, the regular meetings may be changed from time to time, pursuant to the policy of the City Council adopted by resolution”; and

WHEREAS, Columbus City Code section 32.038 states that “Regular meetings of the Planning Commission shall be held in the Council Chambers on the second Monday of each month at 7:00 p.m. However, the regular meetings may be changed from time to time”; and

WHEREAS, since 1993 the City of Columbus has conducted its City Council meetings and Planning Commission meetings at the Council Chambers located at 1369 25 Avenue, Columbus, Nebraska; and

WHEREAS, the City of Columbus has caused to be constructed the new Columbus Community Building located at 2500 14 Street, Columbus, Nebraska; and

WHEREAS, the property at 1369 25 Avenue is set to be sold after the new Columbus Community Building has opened; and

WHEREAS, the Columbus Community Building is set to be open by July 5, 2023; and

WHEREAS, the Columbus Community Building will house the Council Chambers; and

WHEREAS, beginning July 5, 2023, and each meeting thereafter, the City of Columbus desires to conduct all of its City Council meetings and Planning Commission meetings in the Council Chambers at the Columbus Community Building.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that for the purposes of City Council meetings and Planning Commission meetings, the Council Chambers are declared to be in the

Columbus Community Building located at 2500 14 Street, Columbus, Nebraska, effective July 5, 2023, and thereafter; 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

4.D. Resolution No. R23-81 authorizing payment of various improvement projects.

Draft

RESOLUTION NO. R23-81

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT BOYD JONES CONSTRUCTION, CO., COMMUNITY BUILDING, \$866,488.36; GEHRING CONSTRUCTION AND READY MIX CO. INC., SID No. 189 48TH AVE. FROM 23RD ST. TO S. OF BRADSHAW PARK ENTRANCE & CONCRETE PAVING IMPROVEMENTS 2023, \$504,643.64; RUTJENS CONSTRUCTION, LOST CREEK PARKWAY WATER MAIN EXTENSION, \$771,848.37.

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

| | | |
|--------------------------------------|---|---------------|
| Boyd Jones Construction Co. | Community Building | \$ 866,488.36 |
| Gehring Construction & Ready Mix Co. | SID No. 189 48 Ave. from 23 St. to S. of Bradshaw Park Entrance & Concrete Paving Improve 2023 | \$ 504,643.64 |
| Rutjens Construction | LCP Water Main Extension | \$ 771,848.37 |

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

PROJECT: Library / Cultural Arts Facility

APPLICATION NO: 30

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT:
Boyd Jones Construction Co. 100-130-57200-20030 - 632,536.50
950 S. 10th St., STE 100 100-100-57200-21092 - 233,951.86
Omaha, NE 68108

PERIOD TO: 5/31/23
Start: 5/1/23
Finish: 5/31/23
PROJECT NOS: 16-026

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

| | | |
|---|----|---------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 26,201,578.00 |
| 2. Net change by Change Orders | \$ | 126,518.15 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | 26,328,096.15 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 24,443,014.15 |
| 5. RETAINAGE: | | |
| a. 5 % of Completed Work (Column D + E on G703) | \$ | 1,209,828.38 |
| b. % of Stored Material | \$ | 0.00 |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | 1,209,828.38 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | 23,233,185.77 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 22,366,697.41 |
| 8. CURRENT PAYMENT DUE | \$ | 866,488.36 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | 3,094,910.38 |

| 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: 6/2/2023

State of: Nebraska County of: Douglas
Subscribed and sworn to before me this 2 day of June
Notary Public: Nicole Rager
My Commission expires: 9-1-2025

GENERAL NOTARY - State of Nebraska
NICOLE RAGER
My Comm. Exp. Sept. 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 \$ 866,488.36

(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: 06-06-2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. Richard J. Bogue 6-7-2023

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

Application Number **30**
Application Date **6/2/2023**
Period To: **5/31/2023**

| Item # | Description of Work | Original Value | Change Orders | Contingency Adjustment | Current Value | THIS APPLICATION | | Total | | Balance to Finish | 5% Retainage | |
|--------|----------------------------------|----------------|---------------|------------------------|---------------|--------------------------|-------------|------------------|--------------------|-------------------|--------------|------------|
| | | | | | | Work Completed From Prev | This Period | Stored Materials | Completed & Stored | | | % Complete |
| 1 | PreConstruction | 15,667.00 | | | 15,667.00 | 15,667.00 | - | | 15,667.00 | 100% | 0.00 | 0.00 |
| 2 | General Conditions | 1,568,862.00 | | 155,953.94 | 1,724,815.94 | 1,532,613.64 | 85,808.82 | | 1,618,422.46 | 94% | 106,393.48 | 80,921.12 |
| 3 | Clean-up | 537,879.00 | | 52,676.00 | 590,555.00 | 508,263.37 | 47,159.17 | | 555,422.54 | 94% | 35,132.46 | 27,771.13 |
| 4 | Reimbursable Expenses | 401,995.00 | | 289,111.34 | 691,106.34 | 650,964.44 | 19,102.47 | | 670,066.91 | 97% | 21,039.43 | 33,503.35 |
| 5 | Temporary space buildout | 111,596.00 | | (3,315.89) | 108,280.11 | 108,280.11 | - | | 108,280.11 | 100% | 0.00 | 220.07 |
| 6 | Insurance | 93,320.00 | | (26,747.60) | 66,572.40 | 66,572.00 | - | | 66,572.00 | 100% | 0.40 | 3,328.60 |
| 7 | Fencing | 40,733.00 | | 10,759.14 | 51,492.14 | 51,492.14 | - | | 51,492.14 | 100% | 0.00 | 2,574.61 |
| 8 | Site Utilities | 387,885.00 | | (80,758.00) | 307,127.00 | 304,143.00 | - | | 304,143.00 | 99% | 2,984.00 | 15,207.15 |
| 9 | Demo Library | 850,633.00 | | | 850,633.00 | 407,505.39 | - | | 407,505.39 | 48% | 443,127.61 | 20,375.27 |
| 10 | Surveying | 19,500.00 | | 9,500.00 | 29,000.00 | 23,112.92 | - | | 23,112.92 | 80% | 5,887.08 | 1,155.65 |
| 11 | Aggregate Piers | 120,970.00 | | (4,015.00) | 116,955.00 | 116,955.00 | - | | 116,955.00 | 100% | 0.00 | 0.00 |
| 12 | Foundations | 233,731.00 | | (17,291.00) | 216,440.00 | 216,440.00 | - | | 216,440.00 | 100% | 0.00 | 10,822.00 |
| 13 | Steel Decking | 614,600.00 | | (100.00) | 614,500.00 | 614,500.00 | - | | 614,500.00 | 100% | 0.00 | 30,725.00 |
| 14 | Rebar | 108,115.00 | | 10,295.00 | 118,410.00 | 118,410.00 | - | | 118,410.00 | 100% | 0.00 | 5,920.50 |
| 15 | Masonry | 1,194,384.00 | | (36,406.00) | 1,157,978.00 | 1,157,978.00 | - | | 1,157,978.00 | 100% | 0.00 | 57,898.90 |
| 16 | Structural Steel | 1,965,272.00 | | 9,568.00 | 1,974,840.00 | 1,974,840.00 | - | | 1,974,840.00 | 100% | 0.00 | 98,742.00 |
| 17 | Steel Erection | 492,000.00 | | (36,040.65) | 455,959.35 | 455,959.35 | - | | 455,959.35 | 100% | 0.00 | 22,797.97 |
| 18 | Stair B allowance | 170,000.00 | | (154,630.27) | 15,369.73 | 9,946.00 | - | | 9,946.00 | 65% | 5,423.73 | 0.00 |
| 19 | Concrete Flatwork/paving | 763,471.00 | | 39,323.79 | 802,794.79 | 551,235.41 | 111,701.89 | | 662,937.30 | 83% | 139,857.49 | 33,146.87 |
| 20 | Fireproofing | 173,811.00 | | (173,811.00) | - | - | - | | - | 0% | 0.00 | 0.00 |
| 21 | Membrane roofing | 719,758.00 | | (4,194.85) | 715,563.15 | 714,665.51 | - | | 714,665.51 | 100% | 897.64 | 35,733.28 |
| 22 | Joint Sealants | 82,600.00 | | 10,000.00 | 92,600.00 | 35,200.00 | - | | 35,200.00 | 38% | 57,400.00 | 1,760.00 |
| 23 | Doors/Frames & hardware | 265,761.00 | | 30,686.99 | 296,447.99 | 264,226.76 | 32,221.23 | | 296,447.99 | 100% | 0.00 | 14,822.40 |
| 24 | Overhead and coiling doors | 63,095.00 | | 23,592.00 | 86,687.00 | 57,100.00 | 23,554.00 | | 80,654.00 | 93% | 6,033.00 | 4,032.70 |
| 25 | Storefront, glazing, comp panels | 2,029,820.00 | | (143,900.00) | 1,885,920.00 | 1,811,345.00 | 53,994.00 | | 1,865,339.00 | 99% | 20,581.00 | 93,266.95 |
| 26 | Flooring-Resinous & sealed | 36,415.00 | | | 36,415.00 | 22,915.00 | 7,325.00 | | 30,240.00 | 83% | 6,175.00 | 1,512.00 |
| 27 | Flooring-carpet,tile, resilient | 454,146.00 | | 28,342.00 | 482,488.00 | 325,497.92 | 93,309.00 | - | 418,806.92 | 87% | 63,681.08 | 20,940.35 |
| 28 | Flooring-Terrazzo | 224,245.00 | | 24,158.01 | 248,403.01 | 86,972.00 | 108,220.00 | | 195,192.00 | 79% | 53,211.01 | 9,759.60 |
| 29 | Flooring-Access | 32,457.00 | | | 32,457.00 | 31,780.00 | - | | 31,780.00 | 98% | 677.00 | 1,589.00 |
| 30 | Paint | 299,033.00 | | | 299,033.00 | 250,000.00 | - | - | 250,000.00 | 84% | 49,033.00 | 12,500.00 |
| 31 | Elevator | 276,212.00 | | 5,052.00 | 281,264.00 | 281,264.00 | - | - | 281,264.00 | 100% | 0.00 | 14,063.20 |
| 32 | Fire Protection | 294,129.00 | | (26,434.00) | 267,695.00 | 259,200.00 | - | | 259,200.00 | 97% | 8,495.00 | 12,960.00 |
| 33 | Mechanical Complete | 2,914,670.00 | | 59,457.00 | 2,974,127.00 | 2,904,358.66 | - | | 2,904,358.66 | 98% | 69,768.34 | 145,217.93 |
| 34 | Electrical/site work | 2,443,931.00 | 121,070.00 | 170,625.00 | 2,735,626.00 | 2,700,700.90 | 21,835.00 | - | 2,722,535.90 | 100% | 13,090.10 | 136,126.80 |
| 35 | Rough and Finish Carpentry | 212,957.00 | | 76,836.07 | 289,793.07 | 195,185.39 | 52,268.16 | | 247,453.55 | 85% | 42,339.52 | 12,372.68 |
| 36 | Casework materials | 104,980.00 | | 22,830.32 | 127,810.32 | 126,622.74 | - | | 126,622.74 | 99% | 1,187.58 | 6,331.14 |
| 37 | Wood paneling | 63,757.00 | | (24,050.00) | 39,707.00 | 29,978.66 | 8,951.33 | | 38,929.99 | 98% | 777.01 | 1,946.50 |
| 38 | Drywall and ceilings | 2,945,105.00 | | 10,189.27 | 2,955,294.27 | 2,858,265.76 | 93,061.78 | | 2,951,327.54 | 100% | 3,966.73 | 147,566.38 |
| 39 | Directories/plaques/allowance | 70,000.00 | | (19,384.00) | 50,616.00 | - | - | | - | 0% | 50,616.00 | 0.00 |
| 40 | Monument signage | 32,144.00 | | 17,265.00 | 49,409.00 | 9,000.00 | 7,649.00 | | 16,649.00 | 34% | 32,760.00 | 832.45 |
| 41 | Toilet accy, toilet partitions | 65,798.00 | | | 65,798.00 | 61,970.50 | - | | 61,970.50 | 94% | 3,827.50 | 3,098.53 |
| 42 | Operable partition/Smoke curtain | 177,820.00 | | | 177,820.00 | 125,000.00 | 52,820.00 | - | 177,820.00 | 100% | 0.00 | 8,891.00 |
| 43 | Appliances | 45,561.00 | | 10,000.00 | 55,561.00 | 5,728.99 | 36,523.99 | | 42,252.98 | 76% | 13,308.02 | 2,112.65 |
| 44 | Projection Screens | 30,649.00 | | 3,578.00 | 34,227.00 | 34,227.00 | - | | 34,227.00 | 100% | 0.00 | 1,711.35 |
| 45 | Window Coverings | 150,948.00 | | 25,211.00 | 176,159.00 | 83,300.00 | - | | 83,300.00 | 47% | 92,859.00 | 4,165.00 |
| 46 | Stone and solid surface tops | 96,000.00 | | 2,706.00 | 98,706.00 | 66,722.79 | 24,242.81 | | 90,965.60 | 92% | 7,740.40 | 4,548.28 |
| 47 | Site furnishings | 64,090.00 | | | 64,090.00 | 54,588.79 | - | | 54,588.79 | 85% | 9,501.21 | 2,729.44 |
| 48 | Landscape and irrigation | 184,218.00 | | (39,000.00) | 145,218.00 | - | 2,345.36 | | 2,345.36 | 2% | 142,872.64 | 117.27 |
| 49 | Data room sprinkler | 14,500.00 | | | 14,500.00 | 9,700.00 | - | | 9,700.00 | 67% | 4,800.00 | 485.00 |
| 50 | Radon system | 38,900.00 | | | 38,900.00 | 35,400.00 | - | | 35,400.00 | 91% | 3,500.00 | 1,770.00 |
| 51 | Commissioning | | | 27,600.00 | 27,600.00 | 13,800.00 | - | | 13,800.00 | 50% | 13,800.00 | 690.00 |

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

Application Number **30**
 Application Date **6/2/2023**
 Period To: **5/31/2023**

| Item # | Description of Work | Original Value | Change Orders | Contingency Adjustment | Current Value | THIS APPLICATION | | Total Completed & Stored | % Complete | Balance to Finish | 5% Retainage | |
|---------------------------------------|-------------------------------|----------------|---------------|------------------------|---------------|--------------------------|-------------|--------------------------|---------------|-------------------|--------------|--------------|
| | | | | | | Work Completed From Prev | This Period | | | | | |
| 52 | Luxor One Postal Boxes | | | 20,730.43 | 20,730.43 | 4,068.00 | - | 4,068.00 | 20% | 16,662.43 | 203.40 | |
| 53 | CM Epoxy flooring | | | 30,400.00 | 30,400.00 | - | - | - | 0% | 30,400.00 | 0.00 | |
| 54 | | | | | - | - | - | - | 0% | 0.00 | 0.00 | |
| 55 | | | | | - | - | - | - | 0% | 0.00 | 0.00 | |
| 56 | | | | | - | - | - | - | 0% | 0.00 | 0.00 | |
| 57 | | | | | - | - | - | - | 0% | 0.00 | 0.00 | |
| 58 | | | | | - | - | - | - | 0% | 0.00 | 0.00 | |
| 59 | Construction Contingency | 607,732.00 | | (379,970.04) | 227,761.96 | - | - | - | 0% | 227,761.96 | 0.00 | |
| 60 | Payment and Performance Bonds | 174,457.00 | | (6,398.00) | 168,059.00 | 168,059.00 | - | 168,059.00 | 100% | 0.00 | 8,402.95 | |
| 61 | | | | | - | - | - | - | | 0.00 | 0.00 | |
| 62 | Fee | 1,121,266.00 | 5,448.15 | | 1,126,714.15 | 1,019,200.00 | 30,000.00 | 1,049,200.00 | 93% | 77,514.15 | 52,460.00 | |
| Guaranteed Maximum Price Total | | 26,201,578 | 126,518.15 | 0.00 | 26,328,096.15 | 23,530,921.14 | 912,093.01 | - | 24,443,014.15 | 93% | 1,885,082.00 | 1,209,828.38 |

Approved Change Orders included above:

| | | |
|----------------------------------|---|------------|
| Total CO Approved to Date | - | 126,518.15 |
|----------------------------------|---|------------|

Contingency Change Log:

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

| Customer | Name | | Billed Unit Price | Units | Billed Amount |
|-------------------|---------------------------------------|---------------------------------|-------------------|-----------------|------------------|
| City Colum | City of Columbus | | | | |
| 16026 | Columbus Library/Cultural Arts | | | | |
| 2 | General Conditions | | | | |
| | Labor | Project Manager | 163.45 | 80.0000 | 13,076.00 |
| | | Project Engineer Regular | 99.05 | 182.0000 | 18,026.21 |
| | | Safety Manager Regular | 112.89 | 12.0000 | 1,354.70 |
| | | Contract Administrator Regular | 73.49 | 5.2500 | 385.77 |
| | | Safety Director Regular | 144.84 | 2.0000 | 289.68 |
| | | Supervisor Regular | 118.22 | 216.0000 | 25,534.44 |
| | Subcontract | Neff Towing Services | | | 770.00 |
| | | SRP Environmental LLC | | | 400.00 |
| | Equipment | Copier | 15.00 | 3.0000 | 45.00 |
| | | Project Management Software | 30.00 | 3.0000 | 90.00 |
| | | Computer | 42.00 | 3.0000 | 126.00 |
| | | Conex Box Container 40 ft. | 90.00 | 1.0000 | 90.00 |
| | | Office Trailer | 160.00 | 1.0000 | 160.00 |
| | | Pickup | 269.00 | 5.0000 | 1,345.00 |
| | Other | AT&T | | | 113.45 |
| | | CC - Casey's | | | 1,029.18 |
| | | CC - Kum & Go | | | 90.27 |
| | | CC - Loup Power District | | | 20,183.36 |
| | | CC - Menards | | | 142.19 |
| | | CC - Northbend Mini Mart | | | 67.12 |
| | | CC - Quiktrip | | | 94.19 |
| | | CC - Sapp Bros | | | 75.38 |
| | | Riverside Portables | | | 1,919.70 |
| | | Verizon | | | 401.18 |
| | | General Conditions Total | | 513.2500 | 85,808.82 |
| 3 | Clean-up | | | | |
| | Labor | Laborer Regular | 55.38 | 157.5000 | 8,722.35 |
| | | Equipment Operator Regular | 79.88 | 62.0000 | 4,952.25 |
| | | Bldg Carpenter Regular | 76.68 | 160.0000 | 12,268.80 |
| | | Bldg Carpenter Overtime | 106.50 | .5000 | 53.25 |
| | | Welder Regular | 75.62 | 40.0000 | 3,024.60 |
| | Subcontract | SCK Ent. Inc. dba Bldg Svcs | | | 6,002.70 |
| | Equipment | Skidsteer | 1,093.00 | 3.0000 | 3,279.00 |
| | Other | Callaway Rolloffs LLC | | | 1,629.87 |
| | | CC - Menards | | | 160.92 |
| | | Hilltop Rolloff LLC dba Callaw | | | 6,819.35 |
| | | The Structural Bolt Co | | | 246.08 |
| | | Clean-up Total | | 423.0000 | 47,159.17 |
| 4 | Reimbursable Expenses | | | | |
| | Labor | Equipment Operator Regular | 79.88 | 12.0000 | 958.51 |

| Customer | Name | | Billed Unit Price | Units | Billed Amount |
|-----------------------------------|--|--------------------------------------|-------------------|-------------|---------------|
| City Colum 16026 | City of Columbus | | | | |
| 4 | Reimbursable Expenses | | | | |
| | Labor | Equipment Operator Overtime | 110.76 | 3.5000 | 387.66 |
| | | Foreman Regular | 83.07 | 16.5000 | 1,370.67 |
| | Other | CC - Menards | | | 243.79 |
| | | Mileage | .58 | 1,472.0000 | 853.76 |
| | | Mileage | .58 | 3,640.0000 | 2,111.20 |
| | | Per Diem | | | 1,000.00 |
| | | Mileage | .58 | 2,730.0000 | 1,583.40 |
| | | Per Diem | | | 2,520.00 |
| | | Mileage | .58 | 1,456.0000 | 844.48 |
| | | Per Diem | | | 400.00 |
| | | Mileage | .58 | 3,640.0000 | 2,111.20 |
| | | Per Diem | | | 1,000.00 |
| | | Mileage | .58 | 910.0000 | 527.80 |
| | | Per Diem | | | 250.00 |
| | | Per Diem | | | 2,940.00 |
| | | Reimbursable Expenses Total | | 13,880.0000 | 19,102.47 |
| 19 | Concrete Flatwork/paving Subcontract | Heartland Concrete & Construct | | | 111,701.89 |
| | | Concrete Flatwork/paving Total | | .0000 | 111,701.89 |
| 23 | Doors/Fames & hardware Material | M&O Metals Inc. | | | 2,132.00 |
| | Subcontract | M&O Metals Inc. | | | 29,963.00 |
| | Other | CC - Harbor Freight | | | 126.23 |
| | | Doors/Fames & hardware Total | | .0000 | 32,221.23 |
| 24 | Overhead and coiling doors Subcontract | M&O Metals Inc. | | | 23,554.00 |
| | | Overhead and coiling doors Total | | .0000 | 23,554.00 |
| 25 | Storefront, glazing, comp pane Subcontract | City Glass Co | | | 53,994.00 |
| | | Storefront, glazing, comp pane Total | | .0000 | 53,994.00 |
| 26 | Flooring-Resinous & Sealed Subcontract | Stephens & Smith Const | | | 7,325.00 |
| | | Flooring-Resinous & Sealed Total | | .0000 | 7,325.00 |

| Customer | Name | | Billed Unit Price | Units | Billed Amount |
|-----------------------------------|--|--|--------------------------------------|-------|--------------------|
| City Colum 16026 | City of Columbus Columbus Library/Cultural Arts | | | | |
| 27 | Flooring-capret, tile, resilie Subcontract | Kelly's Carpet Ltd. | | | 93,309.00 |
| | | | Flooring-capret, tile, resilie Total | .0000 | 93,309.00 |
| 28 | Flooring - Terrazzo Subcontract | DeMarco Bros. | | | 108,220.00 |
| | | | Flooring - Terrazzo Total | .0000 | 108,220.00 |
| 34 | Electrical/site work Subcontract | Kidwell Inc. | | | 21,835.00 |
| | | | Electrical/site work Total | .0000 | 21,835.00 |
| 35 | Rough and finish Carpentry Material | CC - Menards Mead Holding co., Inc. | | | 181.28 1,289.50 |
| | Subcontract | Contour Construction LLC | | | 49,880.00 |
| | Other | The Structural Bolt Co | | | 917.38 |
| | | | Rough and finish Carpentry Total | .0000 | 52,268.16 |
| 37 | Wood paneling Subcontract | Custom Woodworks Ltd. | | | 8,951.33 |
| | | | Wood paneling Total | .0000 | 8,951.33 |
| 38 | Drywall and ceilings Material | Nystrom Inc. | | | 3,005.28 |
| | Subcontract | E & K of Omaha, Inc. | | | 90,056.50 |
| | | | Drywall and ceilings Total | .0000 | 93,061.78 |
| 40 | Monument signage Other | Hero Deisgn LLC | | | 7,649.00 |
| | | | Monument signage Total | .0000 | 7,649.00 |
| 42 | Operable partiton/Smoke curtia Subcontract | SGH Redglaze Holdings, Inc. | | | 52,820.00 |
| | | | Operable partiton/Smoke curtia Total | .0000 | 52,820.00 |
| 43 | Appliances Material | AMEX - NFM | | | 5,728.99 |

| Customer | Name | | Billed Unit Price | Units | Billed Amount |
|-------------------|---------------------------------------|------------------------------------|-------------------|--------------|-------------------|
| City Colum | City of Columbus | | | | |
| 16026 | Columbus Library/Cultural Arts | | | | |
| 43 | Appliances | | | | |
| | Subcontract | Hockenbergs Equipment & Supply | | | 30,795.00 |
| | | Appliances Total | | <u>.0000</u> | <u>36,523.99</u> |
| 46 | Stone and solid surface tops | | | | |
| | Subcontract | Consolidated Supply | | | 24,242.81 |
| | | Stone and solid surface tops Total | | <u>.0000</u> | <u>24,242.81</u> |
| 48 | Landscape and Irrigation | | | | |
| | Other | Sunbelt Rentals, Inc. | | | 2,345.36 |
| | | Landscape and Irrigation Total | | <u>.0000</u> | <u>2,345.36</u> |
| | | Subtotal | | | <u>882,093.01</u> |
| | | Contractor's Fee | | | 30,000.00 |
| | | Work Completed This Period | | | <u>912,093.01</u> |

EXHIBIT A

PAY REQUEST FORM (**Please Make Copies**)

PROJECT NAME: 16-026 Columbus Civic Center

PAYMENT REQUEST NO.: 9

INVOICE NO.: 9

BILLING PERIOD FROM: 4/1/23

TO: 4/30/23

STATEMENT OF CONTRACT AMOUNT

| | |
|-----------------------------|---------------------|
| 1. Original Contract Amount | \$ <u>846401.61</u> |
| 2. Approved Change Orders | \$ <u>49064.03</u> |
| 2a. Needed Change Orders | \$ <u></u> |
| 3. Adjusted Contract Amount | \$ <u>895465.64</u> |

PROGRESS BILLING

| | |
|--|---------------------|
| 4. Work Completed on Contract (<u>66</u> % to date) (SEE ATTACHED SCHEDULE OF VALUES) | \$ <u>558194.95</u> |
| 5. Less Amount Retained (10 %) | \$ <u>60725.90</u> |
| 6. Total Work Less Retention | \$ <u>546533.50</u> |
| 7. Less Previous Amount Invoiced | \$ <u>494529.50</u> |
| 8. AMOUNT DUE THIS REQUEST | \$ <u>52003.58</u> |

(Requests are due by the **25th** of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 4/27/23

Company: Heartland Concrete & Construction inc.

By: _____

Print Name: Shaun van der Torre

Title: Project Manager

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

CONSTRUCTION MANAGER-ADVISOR EDITION

PAGE 1 OF 2 PAGES

CONTRACTOR: **Boyd Jones Construction**

 SUBCONTRACTOR: **Heartland Concrete & Construction Inc.**
9295 Osborne Dr West, Hastings, NE 68901

PROJECT: Columbus Community Center

APPLICATION NUMBER: **8**
 PERIOD TO: **03/31/23**
 PROJECT NOS.:
 CONTRACT DATE:

Distribution to:
 OWNER
 CONSTRUCTION
 ARCHITECT
 CONTRACTOR

CONTRACT FOR:

VIA CONSTRUCTION MANAGER:
 VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

| | | | |
|----|--|------------------|---------------------|
| 1. | ORIGINAL CONTRACT SUM | | <u>\$846,401.61</u> |
| 2. | Net Change By Change Orders..... | | <u>\$49,064.03</u> |
| 3. | CONTRACT SUM TO DATE | (Line 1 +2)..... | <u>\$895,465.64</u> |
| 4. | TOTAL COMPLETED & STORED TO DATE..... | | <u>\$607,258.98</u> |
| | (Column G on G703) | | |
| 5. | RETAINAGE: | | |
| a. | <u>10%</u> % of Completed Work | | <u>\$60,725.90</u> |
| | (Columns D & E on G703) | | |
| b. | <u>10%</u> % of Stored Material | | <u>\$0.00</u> |
| | (Column F on G703) | | |
| | Total Retainage (Line 5a + 5b or | | |
| | Total in Column I of G703) | | <u>\$60,725.90</u> |
| 6. | TOTAL EARNED LESS RETAINAGE..... | | <u>\$546,533.08</u> |
| | (Line 4 less Line 5 Total) | | |
| 7. | LESS PREVIOUS CERTIFICATES FOR PAYMENT | | |
| | (Line 6 from prior Certificate) | | <u>\$494,529.50</u> |
| 8. | CURRENT PAYMENT DUE | | <u>\$52,003.58</u> |
| 9. | BALANCE TO FINISH, INCLUDING RETAINAGE | | |
| | (Line 3 less Line 6) | \$ | <u>348,932.56</u> |

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed it and not the truthfulness, accuracy, or validity of that document.

By: _____ Date: 03/23/23
 State of: _____ County of: _____
 Subscribed and sworn before me on this 25th day of April, 2023 by: _____ proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary: _____ My Commissioning Expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his 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..... \$ 52,003.58

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

CONSTRUCTION MGR:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

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

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

CONTINUATION SHEET - Schedule of Values

AIA DOCUMENT G703

PAGE - 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO:
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

| A ITEM | B DESCRIPTION OF WORK | C SCHEDULED | D WORK COMPLETED | | E | F MATERIALS STORED (NOT IN D OR E) | G TOTAL AND STORED TO DATE (D+E+F) | H % | I BALANCE (C-G) | RETAINAGE |
|-----------------------------|----------------------------------|---------------------|----------------------|--|--------------------|--|--|-------------|-----------------------|--------------------|
| | | | APPLICATION (D+E) | | | | | | | |
| 1 | 6" paving | \$110,701.58 | \$25,174.94 | | \$0.00 | | \$25,174.94 | | \$85,526.64 | \$2,517.49 |
| 2 | 8" paving | \$69,876.52 | \$56,016.97 | | \$0.00 | | \$56,016.97 | | \$13,859.55 | \$5,601.70 |
| | 5" sidewalk | \$97,057.61 | \$10,064.60 | | \$21,301.91 | | \$31,366.51 | | \$65,691.10 | \$3,136.65 |
| 3 | Monolithic curb and gutter | \$5,032.32 | \$5,032.32 | | \$0.00 | | \$5,032.32 | | \$0.00 | \$503.23 |
| 4 | 5" SOD | \$201,165.00 | \$201,165.00 | | \$0.00 | | \$201,165.00 | | \$0.00 | \$20,116.50 |
| 5 | 4" SOG | \$87,798.43 | \$87,798.43 | | \$0.00 | | \$87,798.43 | | \$0.00 | \$8,779.84 |
| 6 | 6" SOG | \$29,195.14 | \$29,195.14 | | \$0.00 | | \$29,195.14 | | \$0.00 | \$2,919.51 |
| 7 | Stoop caps | \$6,367.91 | \$1,462.66 | | \$0.00 | | \$1,462.66 | | \$4,905.25 | \$146.27 |
| 8 | Concrete filled metal pan stairs | \$27,886.10 | \$27,886.10 | | \$0.00 | | \$27,886.10 | | \$0.00 | \$2,788.61 |
| 9 | Granual fill | \$25,064.00 | \$25,064.00 | | \$0.00 | | \$25,064.00 | | \$0.00 | \$2,506.40 |
| 10 | Walks | \$97,058.00 | \$0.00 | | \$0.00 | | \$0.00 | | \$97,058.00 | \$0.00 |
| 11 | Planters | \$46,594.00 | \$9,121.49 | | \$18,866.39 | | \$27,987.88 | | \$18,606.12 | \$2,798.79 |
| 12 | Tie rebar instead of WWM | \$5,790.00 | \$5,790.00 | | \$0.00 | | \$5,790.00 | | \$0.00 | \$579.00 |
| 13 | Accelerator | \$15,454.00 | \$15,454.00 | | \$0.00 | | \$15,454.00 | | \$0.00 | \$1,545.40 |
| 14 | Hot water | \$7,727.00 | \$7,727.00 | | \$0.00 | | \$7,727.00 | | \$0.00 | \$772.70 |
| 15 | HC inserts | \$2,560.00 | \$0.00 | | \$0.00 | | \$0.00 | | \$2,560.00 | \$0.00 |
| 17 | Bond | \$11,074.00 | \$11,074.00 | | \$0.00 | | \$11,074.00 | | \$0.00 | \$1,107.40 |
| 18 | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 20 | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 21 | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 22 | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 23 | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 24 | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| SUB TOTALS: | | \$846,401.61 | \$518,026.65 | | \$40,168.30 | \$0.00 | \$558,194.95 | 66% | \$288,206.66 | \$55,819.50 |
| Change Orders | | | | | | | | | | |
| | CO#1 | \$8,282.40 | \$8,282.40 | | \$0.00 | | \$8,282.40 | | \$0.00 | \$828.24 |
| | CO#2 | \$13,395.50 | \$13,395.50 | | \$0.00 | | \$13,395.50 | | \$0.00 | \$1,339.55 |
| | CO#4 | \$9,772.67 | \$9,772.67 | | \$0.00 | | \$9,772.67 | | \$0.00 | \$977.27 |
| | CO#5 (trench drains) | \$17,613.46 | | | \$17,613.46 | | \$17,613.46 | | \$0.00 | \$1,761.35 |
| CHANGE ORDER TOTALS: | | \$49,064.03 | \$31,450.57 | | \$17,613.46 | \$0.00 | \$49,064.03 | 100% | \$0.00 | \$4,906.40 |
| GRAND TOTALS | | \$895,465.64 | \$549,477.22 | | \$57,781.76 | \$0.00 | \$607,258.98 | 68% | \$288,206.66 | \$60,725.90 |

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

CONSTRUCTION MANAGER-ADVISOR EDITION

PAGE 1 OF 2 PAGES

CONTRACTOR: **Boyd Jones Construction**
 SUBCONTRACTOR: **Heartland Concrete & Construction Inc.**
9295 Osborne Dr West, Hastings, NE 68901

PROJECT: Columbus Community Center APPLICATION NUMBER: **10**
 PERIOD TO: **05/25/23**
 PROJECT NOS.:
 CONTRACT DATE:

Distribution to:
 OWNER
 CONSTRUCTION
 ARCHITECT
 CONTRACTOR

CONTRACT FOR:

VIA CONSTRUCTION MANAGER:
 VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

| | |
|--|----------------------|
| 1. ORIGINAL CONTRACT SUM | <u>\$846,401.61</u> |
| 2. Net Change By Change Orders..... | <u>\$49,064.03</u> |
| 3. CONTRACT SUM TO DATE (Line 1 +2)..... | <u>\$895,465.64</u> |
| 4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703) | <u>\$661,179.11</u> |
| 5. RETAINAGE: | |
| a. 10% % of Completed Work | <u>\$66,117.91</u> |
| (Columns D & E on G703) | |
| b. 10% % of Stored Material | <u>\$0.00</u> |
| (Column F on G703) | |
| Total Retainage (Line 5a + 5b or Total in Column I of G703) | <u>\$66,117.91</u> |
| 6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total) | <u>\$595,061.20</u> |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | <u>\$546,533.08</u> |
| 8. CURRENT PAYMENT DUE | <u>\$48,528.12</u> |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | <u>\$ 300,404.44</u> |

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed it and not the truthfulness, accuracy, or validity of that document.

By: _____ Date: 03/23/23
 State of: _____ County of: _____
 Subscribed and sworn before me on this 25th day of May, 2023 by: _____ proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary: _____ My Commissioning Expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his 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..... \$ 48,528.12

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

CONSTRUCTION MGR:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

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

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

CONTINUATION SHEET - Schedule of Values

AIA DOCUMENT G703

PAGE - 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO:
 APPLICATION DATE: **05/25/23**
 PERIOD TO: **05/31/23**
 ARCHITECT'S PROJECT NO:

| A ITEM | B DESCRIPTION OF WORK | C SCHEDULED | D WORK COMPLETED | | E | F MATERIALS STORED (NOT IN D OR E) | G TOTAL AND STORED TO DATE (D+E+F) | % % | H BALANCE (C-G) | I RETAINAGE |
|-----------------------------|----------------------------------|---------------------|----------------------|--|--------------------|--|--|-------------|-----------------------|--------------------|
| | | | APPLICATION (D+E) | | | | | | | |
| 1 | 6" paving | \$110,701.58 | \$25,174.94 | | \$3,497.91 | | \$28,672.85 | | \$82,028.73 | \$2,867.29 |
| 2 | 8" paving | \$69,876.52 | \$56,016.97 | | \$13,570.84 | | \$69,587.81 | | \$288.71 | \$6,958.78 |
| | 5" sidewalk | \$97,057.61 | \$31,366.51 | | \$19,802.73 | | \$51,169.24 | | \$45,888.37 | \$5,116.92 |
| 3 | Monolithic curb and gutter | \$5,032.32 | \$5,032.32 | | \$0.00 | | \$5,032.32 | | \$0.00 | \$503.23 |
| 4 | 5" SOD | \$201,165.00 | \$201,165.00 | | \$0.00 | | \$201,165.00 | | \$0.00 | \$20,116.50 |
| 5 | 4" SOG | \$87,798.43 | \$87,798.43 | | \$0.00 | | \$87,798.43 | | \$0.00 | \$8,779.84 |
| 6 | 6" SOG | \$29,195.14 | \$29,195.14 | | \$0.00 | | \$29,195.14 | | \$0.00 | \$2,919.51 |
| 7 | Stoop caps | \$6,367.91 | \$1,462.66 | | \$0.00 | | \$1,462.66 | | \$4,905.25 | \$146.27 |
| 8 | Concrete filled metal pan stairs | \$27,886.10 | \$27,886.10 | | \$0.00 | | \$27,886.10 | | \$0.00 | \$2,788.61 |
| 9 | Granual fill | \$25,064.00 | \$25,064.00 | | \$0.00 | | \$25,064.00 | | \$0.00 | \$2,506.40 |
| 10 | Walks | \$97,058.00 | \$0.00 | | \$0.00 | | \$0.00 | | \$97,058.00 | \$0.00 |
| 11 | Planters | \$46,594.00 | \$27,987.88 | | \$17,048.65 | | \$45,036.53 | | \$1,557.47 | \$4,503.65 |
| 12 | Tie rebar instead of WWM | \$5,790.00 | \$5,790.00 | | \$0.00 | | \$5,790.00 | | \$0.00 | \$579.00 |
| 13 | Accelerator | \$15,454.00 | \$15,454.00 | | \$0.00 | | \$15,454.00 | | \$0.00 | \$1,545.40 |
| 14 | Hot water | \$7,727.00 | \$7,727.00 | | \$0.00 | | \$7,727.00 | | \$0.00 | \$772.70 |
| 15 | HC inserts | \$2,560.00 | \$0.00 | | \$0.00 | | \$0.00 | | \$2,560.00 | \$0.00 |
| 17 | Bond | \$11,074.00 | \$11,074.00 | | \$0.00 | | \$11,074.00 | | \$0.00 | \$1,107.40 |
| 18 | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 20 | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 21 | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 22 | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 23 | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 24 | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| SUB TOTALS: | | \$846,401.61 | \$558,194.95 | | \$53,920.13 | \$0.00 | \$612,115.08 | 72% | \$234,286.53 | \$61,211.51 |
| Change Orders | | | | | | | | | | |
| | CO#1 | \$8,282.40 | \$8,282.40 | | \$0.00 | | \$8,282.40 | | \$0.00 | \$828.24 |
| | CO#2 | \$13,395.50 | \$13,395.50 | | \$0.00 | | \$13,395.50 | | \$0.00 | \$1,339.55 |
| | CO#4 | \$9,772.67 | \$9,772.67 | | \$0.00 | | \$9,772.67 | | \$0.00 | \$977.27 |
| | CO#5 (trench drains) | \$17,613.46 | \$17,613.46 | | \$0.00 | | \$17,613.46 | | \$0.00 | \$1,761.35 |
| CHANGE ORDER TOTALS: | | \$49,064.03 | \$49,064.03 | | \$0.00 | \$0.00 | \$49,064.03 | 100% | \$0.00 | \$4,906.40 |
| GRAND TOTALS | | \$895,465.64 | \$607,258.98 | | \$53,920.13 | \$0.00 | \$661,179.11 | 74% | \$234,286.53 | \$66,117.91 |

EXHIBIT A

PAY REQUEST FORM (**Please Make Copies**)

PROJECT NAME: 16-026 Columbus Civic Center

PAYMENT REQUEST NO.: 10 INVOICE NO.: 10

BILLING PERIOD FROM: 5/1/23 TO: 5/31/23

STATEMENT OF CONTRACT AMOUNT

| | |
|-----------------------------|--------------------------------|
| 1. Original Contract Amount | \$ <u>846401.61</u> |
| 2. Approved Change Orders | \$ <u>49064.03</u> |
| 2a. Needed Change Orders | \$ <u> </u> |
| 3. Adjusted Contract Amount | \$ <u>895465.64</u> |

PROGRESS BILLING

| | |
|---|---------------------|
| 4. Work Completed on Contract (<u>72</u> % to date) \$ <u>661179.11</u> (SEE ATTACHED SCHEDULE OF VALUES) | |
| 5. Less Amount Retained (10 %) | \$ <u>66117.91</u> |
| 6. Total Work Less Retention | \$ <u>595061.20</u> |
| 7. Less Previous Amount Invoiced | \$ <u>546533.08</u> |
| 8. AMOUNT DUE THIS REQUEST | \$ <u>48528.12</u> |

(Requests are due by the **25th** of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 5/25/23

Company: Heartland Concrete & Construction inc.

By: _____

Print Name: Shaun van der Torre

Title: Project Manager

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: PROJECT: APPLICATION NO: 11
 BOYD JONES COONSTRUCTION COLUMBUS COMMUNITY CENTER
 950 SOUTH 10TH STREET
 OMAHA NE 68108
 FROM CONTRACTOR: VIA ARCHITECT:
 M&O METALS, INC.
 2781 54TH AVE.
 COLUMBUS NE 68601
 CONTRACT FOR:

PERIOD TO: 4/30/23

PROJECT NOS: 16026-8100

CONTRACT DATE: 1/6/22

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 | \$ | <u>263,747.87</u> |
| 2. Net change by Change Orders | \$ | <u>5,850.26</u> |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ | <u>269,598.13</u> |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | <u>298,799.36</u> |
| 5. RETAINAGE: | | |
| a. % of Completed Work (Column D + E on G703) | \$ | <u>29638.376</u> |
| b. % of Stored Material (Column F on G703) | \$ | <u> </u> |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | <u>29,638.38</u> |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | <u>269,160.98</u> |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | <u>269,161</u> |
| 8. CURRENT PAYMENT DUE | \$ | <u>32,095.00</u> |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | <u>437.15</u> |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-------------------|---------------|
| Total changes approved in previous months by Owner | \$3,166.26 | |
| Total approved this Month | \$2,684.00 | |
| TOTALS | \$5,850.26 | \$0.00 |
| NET CHANGES by Change Order | \$5,850.26 | |

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: Caru M. Callan Date: 4-18-2023

State of: _____ County of: _____
 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 \$ 32,095

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

By: _____ Date: _____

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.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE

OF

PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 11

APPLICATION DATE: 1/6/22

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

PERIOD TO: 4/30/23

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

ARCHITECT'S PROJECT NO:

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G | | H BALANCE TO FINISH (C - G) | I RETAINAGE (IF VARIABLE RATE) |
|---------------------|--|----------------------|-----------------------------------|-------------|---|--|-----------|--------------------------------|-----------------------------------|
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | | |
| 1 | 16026-8100 FRAME 108.1 & 100.1 DELIVERED | \$2,150.00 | \$2,150.00 | | | \$2,150.00 | 100.00% | | \$215.00 |
| 2 | 16026-8100 LOT OF 48 FRAMES DELIVERED | \$31,000.00 | \$31,000.00 | | | \$31,000.00 | 100.00% | | \$3,100.00 |
| 3 | 16026-8100 LOT OF 40 FRAMES DELIVERED | | \$13,964.00 | | | \$13,964.00 | | (\$13,964.00) | \$1,396.40 |
| 4 | 16026-8100 LOT OF 18 CUSTOM FRAMES DELIVERED | | \$12,000.00 | | | \$12,000.00 | | (\$12,000.00) | \$1,200.00 |
| 5 | 16026-8100 REPLACEMENT FRAME DELIVERED | | \$670.00 | | | \$670.00 | | (\$670.00) | \$67.00 |
| 6 | 16026-8100 (4) PAIRS OF INTRATED DOORS DELIVERED | | \$29,963.00 | | | \$29,963.00 | | (\$29,963.00) | \$2,996.30 |
| 7 | 16026.8100 DOORS AND FRAMES DELIVERED | | \$4,641.10 | | | \$4,641.10 | | (\$4,641.10) | \$464.11 |
| 8 | 16026-8100-HARDWARE PKG. | | \$158,700.00 | | | \$158,700.00 | | (\$158,700.00) | \$15,870.00 |
| 9 | ALEX RFI #157 | | \$5,950.00 | | | \$5,950.00 | | (\$5,950.00) | \$595.00 |
| 10 | LARBOR TO REAIR DOOR | | \$95.00 | | | \$95.00 | | (\$95.00) | \$9.50 |
| 11 | REWELD FRAME | | \$44.94 | | | \$44.94 | | (\$44.94) | \$4.49 |
| 12 | TEMP HINGES | | \$247.32 | | | \$247.32 | | (\$247.32) | \$24.73 |
| 13 | DELIVERED | | | | | | | | |
| 14 | EXIT DEVICE 1223.1 - DELIVERED | | \$3,745.00 | | | \$3,745.00 | | (\$3,745.00) | \$374.50 |
| 15 | EPT HARDWARE SET #10- DELIVERED | | \$850.00 | | | \$850.00 | | (\$850.00) | \$85.00 |
| 16 | CHANGE ORDER 309.1 & 308 | | \$2,684.00 | | | \$2,684.00 | | (\$2,684.00) | \$26.84 |
| 17 | LOT OF 75 WOOD DOORS | | | \$32,095.00 | | \$32,095.00 | | (\$32,095.00) | \$3,209.50 |
| GRAND TOTALS | | \$33,150.00 | \$266,704.36 | \$32,095.00 | \$0.00 | \$298,799.36 | | (\$265,649.36) | \$29,638.38 |

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:
BOYD JONES CONSTRUCTION
950 SOUTH 10TH STREET
OMAHA NE 68108
FROM CONTRACTOR:
M&O METAS, INC
2781 54TH AVE.
COLUMBUS NE 68601
CONTRACT FOR:

PROJECT:
COLUMBUS COMMUNITY CENTER

VIA ARCHITECT:

APPLICATION NO: 2

PERIOD TO: 4/20/23

PROJECT NOS: 16026-8300

CONTRACT DATE: 44567

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 | \$ | 84,821.00 |
| 2. Net change by Change Orders | \$ | 0.00 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | 84,821.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 80,654.00 |
| 5. RETAINAGE: | | |
| a. % of Completed Work (Column D + E on G703) | \$ | 8065.4 |
| b. % of Stored Material (Column F on G703) | \$ | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | 8,065.40 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | 72,588.60 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 51,390 |
| 8. CURRENT PAYMENT DUE | \$ | 21,198.60 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | 12,232.40 |

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: Cou Colgan Date: 4-21-2023

State of: _____ County of: _____
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 \$ 21,199

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

ARCHITECT:

By: _____ Date: _____

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

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE

OF

PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 2
 APPLICATION DATE: 4/20/23
 PERIOD TO: 12/8/22

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

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

ARCHITECT'S PROJECT NO:

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G | | H BALANCE TO FINISH (C - G) | I RETAINAGE (IF VARIABLE RATE) |
|---------------------|--|----------------------|--|------------------|---|--|--------------|--------------------------------|-----------------------------------|
| | | | D FROM PREVIOUS APPLICATION (D + E) | E THIS PERIOD | | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | | |
| 1 | 16026-8300 ROLLING STEEL DOORS MATERIAL ONLY | \$57,100.00 | \$57,100.00 | \$0.00 | | \$57,100.00 | 100.00% | (\$57,100.00) | \$5,710.00 |
| 2 | ROLLING STEEL DOOR FOR 123.2 | | | \$23,554.00 | | \$23,554.00 | | (\$23,554.00) | \$2,355.40 |
| GRAND TOTALS | | \$57,100.00 | \$57,100.00 | \$23,554.00 | \$80,654.00 | \$80,654.00 | | (\$80,654.00) | \$8,065.40 |

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



EXHIBIT A

PAY REQUEST FORM (Please Make Copies)

PROJECT NAME: 16-026 Columbus Civic Center

PAYMENT REQUEST NO.: 14

INVOICE NO.: 14

BILLING PERIOD FROM: 5/1/2023

TO: 5/31/2023

STATEMENT OF CONTRACT AMOUNT

| | | |
|-----------------------------|----|--------------|
| 1. Original Contract Amount | \$ | 1,901,260.36 |
| 2. Approved Change Orders | \$ | (20,754.12) |
| 2a. Needed Change Orders | | |
| 3. Adjusted Contract Amount | \$ | 1,880,506.24 |

PROGRESS BILLING

| | | |
|---|----|--------------|
| 4. Work Completed on Contract (99% to date) (SEE ATTACHED SCHEDULE OF VALUES) | \$ | 1,865,340.13 |
| 5. Less Amount Retained (10%) | \$ | (186,534.01) |
| 6. Total Work Less Retention | \$ | 1,678,806.12 |
| 7. Less Previous Amount Invoiced | \$ | 1,630,211.52 |
| 8. AMOUNT DUE THIS REQUEST | \$ | 48,594.60 |

(Requests are due by the 25th of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner from all actions, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 05/24/203

Company: City Glass Company
By: Shawn Fox
Print Name: Shawn Fox
Title: CFO

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

In tabulations

APPLICATION NO.: 14
 APPLICATION DATE: 5/25/2023
 PERIOD TO: 5/31/2023

below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

16-026 Columbus Civic Center

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (not in D or E) | G TOTAL COMPLETED AND STORED TO DATE (D + E + F) | | H BALANCE TO FINISH (C - G) | I RETAINAGE (If Variable Rate) |
|---------------|---|----------------------|-----------------------------------|-------------|---|---|------|--------------------------------|-----------------------------------|
| | | | From Previous Application (D + E) | This Period | | % (G / C) | | | |
| | | | | | | | 1 | | |
| 2 | 1001.000 Delivery | 7,457.00 | \$ 7,300 | \$ - | \$ - | \$ 7,300 | 98% | 157.00 | |
| 3 | 1004.000 Unloading/Handling | 7,043.00 | \$ 6,925 | \$ - | \$ - | \$ 6,925 | 98% | 118.00 | |
| 4 | 1005.000 Travel Time | 43,788.00 | \$ 42,700 | \$ 500 | \$ - | \$ 43,200 | 99% | 588.00 | |
| 5 | 1007.000 Bonding | 25,319.00 | \$ 25,319 | \$ - | \$ - | \$ 25,319 | 100% | 0.00 | |
| 6 | 1010.000 Shop Drawings | 15,320.00 | \$ 15,320 | \$ - | \$ - | \$ 15,320 | 100% | 0.00 | |
| 7 | 1020.000 Freight Cost | 13,018.00 | \$ 13,018 | \$ - | \$ - | \$ 13,018 | 100% | 0.00 | |
| 8 | 1030.000 Scaffolding/Hoisting/Lift | 69,604.00 | \$ 66,591 | \$ 3,013 | \$ - | \$ 69,604 | 100% | 0.00 | |
| 9 | 1101.000 Storefront Fabrication Labor | 19,657.00 | \$ 19,657 | \$ - | \$ - | \$ 19,657 | 100% | 0.00 | |
| 10 | 1102.000 Storefront Installation Labor | 24,898.00 | \$ 24,898 | \$ - | \$ - | \$ 24,898 | 100% | 0.00 | |
| 11 | 1301.000 Curtain Wall Fabrication | 35,979.00 | \$ 35,979 | \$ - | \$ - | \$ 35,979 | 100% | 0.00 | |
| 12 | 1302.000 Curtain Wall Installation | 32,851.00 | \$ 32,851 | \$ - | \$ - | \$ 32,851 | 100% | 0.00 | |
| 13 | 1650.000 Ticket/Transaction windows mat | 35,366.00 | \$ 35,366 | \$ - | \$ - | \$ 35,366 | 100% | 0.00 | |
| 14 | 1652.000 Ticket/transaction labor | 1,326.00 | \$ 1,060 | \$ - | \$ - | \$ 1,060 | 80% | 266.00 | |
| 15 | 1800.000 Handrail Material | 27,237.00 | \$ 27,237 | \$ - | \$ - | \$ 27,237 | 100% | 0.00 | |
| 16 | 1802.000 Handrail Installation Labor | 4,040.00 | \$ 3,040 | \$ 1,000 | \$ - | \$ 4,040 | 100% | 0.00 | |
| 17 | 1900.000 Metal Panel Material | 278,953.00 | \$ 278,953 | \$ - | \$ - | \$ 278,953 | 100% | 0.00 | |
| 18 | 1902.000 Metal Panel Installation Labor | 115,421.00 | \$ 115,421 | \$ - | \$ - | \$ 115,421 | 100% | 0.00 | |
| 19 | 2000.000 Caulking Material | 22,470.00 | \$ 22,470 | \$ - | \$ - | \$ 22,470 | 100% | 0.00 | |
| 20 | 2152.000 Hardware Installation | 16,964.00 | \$ 16,964 | \$ - | \$ - | \$ 16,964 | 100% | 0.00 | |
| 21 | 2400.000 Automatic Door Material | 10,431.00 | \$ 10,431 | \$ - | \$ - | \$ 10,431 | 100% | 0.00 | |
| | 2402.000 Automatic Door Installation | 1,575.00 | \$ - | \$ 1,575 | \$ - | \$ 1,575 | 100% | 0.00 | |
| | 2500.000 Breakmetal Material | 21,655.00 | \$ 21,655 | \$ - | \$ - | \$ 21,655 | 100% | 0.00 | |
| | 2502.000 Breakmetal Installation | 8,265.00 | \$ 8,265 | \$ - | \$ - | \$ 8,265 | 100% | 0.00 | |
| | 2550.000 CW/Spandrel insulation | 7,011.00 | \$ 7,011 | \$ - | \$ - | \$ 7,011 | 100% | 0.00 | |
| | 2552.000 CW/Spandrel insulation install | 2,486.00 | \$ 2,486 | \$ - | \$ - | \$ 2,486 | 100% | 0.00 | |
| | 2701.000 Wood/Hollow Metal Labor | 2,165.00 | \$ 500 | \$ 1,665 | \$ - | \$ 2,165 | 100% | 0.00 | |
| | 2703.000 Interior Glass Install | 7,084.00 | \$ 7,084 | \$ - | \$ - | \$ 7,084 | 100% | 0.00 | |
| | 2800.000 Fire rated systems materials | 353,823.00 | \$ 353,823 | \$ - | \$ - | \$ 353,823 | 100% | 0.00 | |

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

In tabulations

APPLICATION NO.: 14
 APPLICATION DATE: 5/25/2023
 PERIOD TO: 5/31/2023

below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

16-026 Columbus Civic Center

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (not in D or E) | G TOTAL COMPLETED AND STORED TO DATE (D + E + F) | H % (G / C) | I BALANCE TO FINISH (C - G) | J RETAINAGE (If Variable Rate) |
|---------------|--|----------------------|-----------------------------------|-------------|---|---|----------------|--------------------------------|-----------------------------------|
| | | | From Previous Application (D + E) | This Period | | | | | |
| | 2802.000 Fire rated systems install | 9,611.00 | \$ 9,611 | \$ - | \$ - | \$ 9,611 | 100% | 0.00 | |
| | 9100.000 1/4" Clear Mirror | 1,459.00 | \$ 1,459 | \$ - | \$ - | \$ 1,459 | 100% | 0.00 | |
| | 9101.000 Mirror Installation | 715.00 | \$ - | \$ - | \$ - | \$ - | 0% | 715.00 | |
| | 10000.000 Aluminum Framing and Doors | 203,505.00 | \$ 203,505 | \$ - | \$ - | \$ 203,505 | 100% | 0.00 | |
| | 11000.000 Aluminum Glazing Labor | 51,949.00 | \$ 51,949 | \$ - | \$ - | \$ 51,949 | 100% | 0.00 | |
| | 13000.000 Insulated Glass | 205,803.00 | \$ 205,803 | \$ - | \$ - | \$ 205,803 | 100% | 0.00 | |
| | 14000.000 1/4" Glass | 2,052.00 | \$ 2,052 | \$ - | \$ - | \$ 2,052 | 100% | 0.00 | |
| | 14001.000 Heavy Tempered | 18,887.00 | \$ 18,887 | \$ - | \$ - | \$ 18,887 | 100% | 0.00 | |
| | 14003.000 Fire-rated glazing | 7,117.00 | \$ 7,117 | \$ - | \$ - | \$ 7,117 | 100% | 0.00 | |
| | 14500.000 Specialty/Art glass | 41,279.00 | \$ - | \$ 41,279 | \$ - | \$ 41,279 | 100% | 0.00 | |
| | 14502.000 Speciality Art Glass Install | 2,113.00 | \$ - | \$ 250 | \$ - | \$ 250 | 12% | 1,863.00 | |
| | 17000.000 Per Diem/Housing | 81,855.00 | \$ 78,855 | \$ 2,000 | \$ - | \$ 80,855 | 99% | 1,000.00 | |
| | 20100.000 Water Testing | 1,345.00 | \$ - | \$ - | \$ - | \$ - | 0% | 1,345.00 | |
| | 21000.000 Film Tinting | 8,047.00 | \$ - | \$ - | \$ - | \$ - | 0% | 8,047.00 | |
| | | | | | | | | 0.00 | |
| | CHANGE ORDERS | | | | | | | | |
| | 1006.000 Change Orders | 4,642.72 | \$ 4,643 | \$ - | \$ - | \$ 4,643 | 100% | 0.00 | |
| | 1006.000 Change Orders | 17,283.41 | \$ 17,283 | \$ - | \$ - | \$ 17,283 | 100% | 0.00 | |
| | 1006.000 Change Orders | -44,892.25 | \$ (44,892) | | | \$ (44,892) | 100% | 0.00 | |
| | 1006.000 Change Orders | 2212 | \$ 0 | \$ 2,212 | \$ - | \$ 2,212 | 100% | 0 | |
| | | \$ 1,880,506 | \$ 1,811,346 | \$ 53,994 | \$ - | \$ 1,865,340 | 99% | \$ 15,166 | |



EXHIBIT A

PAY REQUEST FORM (Please Make Copies)

PROJECT NAME: Columbus Community Center
PAYMENT REQUEST NO.: 6 INVOICE NO: 155301
BILLING PERIOD FROM: 4/20/23 TO: 5/20/23

STATEMENT OF CONTRACT AMOUNT

- 1. Original Contract Amount \$ 404,070.92
2. Approved Change Orders \$ 78,418.00
3. Adjusted Contract Amount \$ 482,488.92

PROGRESS BILLING

- 4. Work Completed on Contract (86.8% to date) \$ 418,806.92
5. Less Amount Retained (10%) \$ 41,880.69
6. Total Work Less Retention \$ 376,926.23
7. Less Previous Amount Invoiced \$ 292,948.13
8. AMOUNT DUE THIS REQUEST \$ 83,978.10

(Requests are due by the ___ Of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 5/22/2023

Company: Kelly's Carpet Omaha
By: Ashlyn Mendoza
Print Name: Ashlyn Mendoza
Title: Commercial Administrative Assistant

CONTINUATION SHEET

SHEET 703

PAGE 2 OF 2 PAGES

Sheet 702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Subcontractor's signed certification is attached.

APPLICATION NO: 6
 APPLICATION DATE: 5/20/23
 PERIOD TO: 5/31/23
 PROJECT NO: 155301

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

Kelly's Carpet Omaha, Ltd.

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G | | H BALANCE TO FINISH (C - G) | I RETAINAGE (IF VARIABLE RATE) |
|------------------|---------------------------------|-------------------------|---|-------------|---|--|--------------|--------------------------------------|---|
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | | |
| | Carpet | \$235,910.00 | \$199,621.00 | \$30,000.00 | | \$229,621.00 | 97.33% | \$6,289.00 | \$22,962.10 |
| | Tile | 96,895.00 | 96,895.00 | | | \$96,895.00 | 100.00% | \$0.00 | \$9,689.50 |
| | Rubber | 53,860.00 | 19,732.00 | 34,128.00 | | \$53,860.00 | 100.00% | \$0.00 | \$5,386.00 |
| | Base | 14,140.00 | 5,628.00 | 5,000.00 | | \$10,628.00 | 75.16% | \$3,512.00 | \$1,062.80 |
| | Transitions | 290.00 | 0.00 | | | \$0.00 | 0.00% | \$290.00 | \$0.00 |
| | Bid Bond | 2,975.92 | 2,975.92 | | | \$2,975.92 | 100.00% | \$0.00 | \$297.59 |
| | CO1 PR#14 Tile Changes | 1,063.00 | 646.00 | 417.00 | | \$1,063.00 | 100.00% | \$0.00 | \$106.30 |
| | CO2 PR#21 Stair Treads | 19,268.00 | | 19,268.00 | | \$19,268.00 | 100.00% | \$0.00 | \$1,926.80 |
| | CO3 PR#31 Casework Modi | 890.00 | | 890.00 | | \$890.00 | 100.00% | \$0.00 | \$89.00 |
| | CO4 CP-1 Change | 2,935.00 | | 2,935.00 | | \$2,935.00 | 100.00% | \$0.00 | \$293.50 |
| | CO5 Add 6" Vinyl Base | 1,298.00 | | 1,298.00 | | \$1,298.00 | 100.00% | \$0.00 | \$129.80 |
| | CO6 PR#63 Add CT in MR | 4,140.00 | | 4,140.00 | | \$4,140.00 | 100.00% | \$0.00 | \$414.00 |
| | CO7 Add 2.5" Vinyl Base | (6,000.00) | | (6,000.00) | | (\$6,000.00) | 100.00% | \$0.00 | (\$600.00) |
| | CO8 Change Elevators D&E to RF3 | 1,233.00 | | 1,233.00 | | \$1,233.00 | 100.00% | \$0.00 | \$123.30 |
| | CO9 Childrens Museum Flooring | 53,591.00 | | | | \$0.00 | 0.00% | \$53,591.00 | \$0.00 |
| | GRAND TOTALS | \$482,488.92 | \$325,497.92 | \$93,309.00 | \$0.00 | \$418,806.92 | 86.80% | \$63,682.00 | \$41,880.69 |

AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER): Boyd Jones Construction
950 S 10TH STREET, SUITE 100
OMAHA, NE 68108

PROJECT: EX/Columbus Community Building
14th St & 23rd Ave
Columbus, NE

APPLICATION NO: 2
PERIOD TO: 4/30/2023

DISTRIBUTION
TO:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): Stephens & Smith Construction
1542 S. First Street
Lincoln, NE 68502

VIA (ARCHITECT): Subcontract # 16026-3560

ARCHITECT'S
PROJECT NO: 622BOYD005

CONTRACT FOR: Gypsum Underlayment

CONTRACT DATE: 10/12/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

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

| | | |
|--|----|------------------|
| 1. ORIGINAL CONTRACT SUM | \$ | <u>36,415.00</u> |
| 2. Net Change by Change Orders | \$ | <u>-6,175.00</u> |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ | <u>30,240.00</u> |
| 4. TOTAL COMPLETED AND STORED TO DATE | \$ | <u>30,240.00</u> |
| 5. RETAINAGE: | | |
| a. <u>5.00</u> % of Completed Work | \$ | <u>1,512.00</u> |
| b. <u>0.00</u> % of Stored Material | \$ | <u>0.00</u> |
| Total retainage (Line 5a + 5b) | \$ | <u>1,512.00</u> |
| 6. TOTAL EARNED LESS RETAINAGE | \$ | <u>28,728.00</u> |
| (Line 4 less Line 5 Total) | | |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | <u>21,769.25</u> |
| 8. CURRENT PAYMENT DUE | \$ | <u>6,958.75</u> |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | <u>1,512.00</u> |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | 0.00 | -6,175.00 |
| Total approved this Month | 0.00 | 0.00 |
| TOTALS | 0.00 | -6,175.00 |
| NET CHANGES by Change Order | | -6,175.00 |

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: Stephens & Smith Construction
1542 S. First Street Lincoln, NE 68502

By: [Signature]
Mark Ramel / Estimator / PM

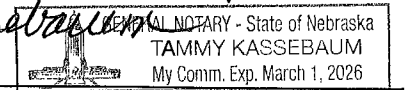
Date: 4/25/23

State of: NE

County of: Lancaster

Subscribed and Sworn to before me this 25th Day of April 20 23

Notary Public: Tammy Kassebaum
My Commission Expires: 3-1-26



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

ARCHITECT:

By: _____ Date: _____

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.

AIA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER): Boyd Jones Construction
950 S 10TH STREET, SUITE 100
OMAHA, NE 68108

PROJECT: EX/Columbus Community Building
14th St & 23rd Ave
Columbus, NE

APPLICATION NO: 2
PERIOD TO: 4/30/2023

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Stephens & Smith Construction
1542 S. First Street
Lincoln, NE 68502

VIA (ARCHITECT): Subcontract # 16026-3560

ARCHITECT'S
PROJECT NO: 622BOYD005

CONTRACT FOR: Gypsum Underlayment

CONTRACT DATE: 10/12/2021

| ITEM | DESCRIPTION | SCHEDULE VALUE | PREVIOUS APPLICATIONS | COMPLETED THIS PERIOD | STORED MATERIAL | COMPLETED STORED | % | BALANCE | RETAINAGE |
|----------------------|------------------------------|--------------------|-----------------------|-----------------------|-----------------|--------------------|---------------|---------------|-------------------|
| 1 | Polished Concrete | 13,495.00 | 13,495.00 | 0.00 | 0.00 | 13,495.00 | 100.00 | 0.00 | 674.75 |
| 2 | Resinous Flooring | 9,420.00 | 9,420.00 | 0.00 | 0.00 | 9,420.00 | 100.00 | 0.00 | 471.00 |
| 3 | Sealed Concrete | 13,500.00 | 0.00 | 13,500.00 | 0.00 | 13,500.00 | 100.00 | 0.00 | 675.00 |
| 4 | CO#1: Sealed Conc. Revisions | -6,175.00 | 0.00 | -6,175.00 | 0.00 | -6,175.00 | 100.00 | 0.00 | -308.75 |
| REPORT TOTALS | | \$30,240.00 | \$22,915.00 | \$7,325.00 | \$0.00 | \$30,240.00 | 100.00 | \$0.00 | \$1,512.00 |



EXHIBIT A

PAY REQUEST FORM (Please Make Copies)

PROJECT NAME: 16-026 Columbus Civic Center
PAYMENT REQUEST NO.: 2 INVOICE NO:
BILLING PERIOD FROM: 4/1/2023 TO: 4/30/2023

STATEMENT OF CONTRACT AMOUNT

- 1. Original Contract Amount \$ 36,415
2. Approved Change Orders \$ -6,175
2a. Needed Change Orders \$ 0
3. Adjusted Contract Amount \$ 30,240

PROGRESS BILLING

- 4. Work Completed on Contract (100 % to date) \$ 30,240
5. Less Amount Retained (10 %) \$ 1,512
6. Total Work Less Retention \$ 28,728
7. Less Previous Amount Invoiced \$ 21,769.25
8. AMOUNT DUE THIS REQUEST \$ 6,958.75

(Requests are due by the 25th of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract...

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract...

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 4/25/23

Company: Stephens & Smith Construction Co., Inc.
By: [Signature]
Print Name: Mark Ramel
Title: Estimator / PM

EXHIBIT A

PAY REQUEST FORM (**Please Make Copies**)

PROJECT NAME: 16-026 Columbus Civic Center

PAYMENT REQUEST NO.: 2

INVOICE NO: 19390

BILLING PERIOD FROM: 4-20-2023

TO: 5-24-2023

STATEMENT OF CONTRACT AMOUNT

- 1. Original Contract Amount \$ 224,245.00
- 2. Approved Change Orders \$ 21,088.00
- 2a. Needed Change Orders \$ —
- 3. Adjusted Contract Amount \$ 245,333.00

PROGRESS BILLING

- 4. Work Completed on Contract (80 % to date) \$ 195,192.00
(SEE ATTACHED SCHEDULE OF VALUES)
- 5. Less Amount Retained (10 %) \$ 19,519.20
- 6. Total Work Less Retention \$ 175,672.80
- 7. Less Previous Amount Invoiced \$ 78,274.80
- 8. AMOUNT DUE THIS REQUEST \$ 97,398.00

(Requests are due by the **25th** of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 5-24-2023

Company: DeMarco Bros. Company
By: Arvin DeMarco
Print Name: Arvin DeMarco
Title: President

EXHIBIT A

PAY REQUEST FORM (**Please Make Copies**)

PROJECT NAME: 16-026 Columbus Civic Center

PAYMENT REQUEST NO.: 22

INVOICE NO: 221667

BILLING PERIOD FROM: 05/01/2023

TO: 05/31/2023

STATEMENT OF CONTRACT AMOUNT

| | |
|-----------------------------|-----------------|
| 1. Original Contract Amount | \$ 2,386,188.00 |
| 2. Approved Change Orders | \$ 349,438.00 |
| 2a. Needed Change Orders | \$ 0 |
| 3. Adjusted Contract Amount | \$ 2,735,626.00 |

PROGRESS BILLING

| | |
|---|-----------------|
| 4. Work Completed on Contract (<u>99.51</u> % to date) (SEE ATTACHED SCHEDULE OF VALUES) | \$ 2,722,085.90 |
| 5. Less Amount Retained (10 %) | \$ 136,104.30 |
| 6. Total Work Less Retention | \$ 2,585,981.60 |
| 7. Less Previous Amount Invoiced | \$ 2,565,238.35 |
| 8. AMOUNT DUE THIS REQUEST | \$ 20,743.25 |

(Requests are due by the **25th** of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 05/25/2023

Company: Kidwell, Inc
By: Jason Petersen
Print Name: Jason Petersen
Title: Accounting Team Lead.

Application and Certificate For Payment

Invoice: 221667

| | | |
|--|--|--|
| To Owner: Boyd Jones Construction 950 South 10th Street Suite #100 Omaha, NE 68108 From (Contractor): Kidwell Inc. 3333 Folkways Circle Lincoln, NE 68504 Phone: 402 475-9151 | Project: Boyd/Columbus Comm Bldg 2504 14th Street Columbus, NE 68601 Contractor Job Number: 21-0148-10 Via (Architect): Contract For: 16026-16010 | Application No: 22 Date: 05/25/2023 Period To: 05/25/23 Architect's Project No: Contract Date: |
|--|--|--|

Contractor's Application For Payment

| Change Order Summary | Additions | Deductions | | | | |
|---|-------------------|---------------|-----------------------------------|--|--|--|
| Change orders approved in previous months by owner | 351,735.00 | -2,297.00 | | | | |
| <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">Number</th> <th style="width:45%;">Date Approved</th> </tr> </thead> <tbody> <tr> <td>Change orders approved this month</td> <td></td> </tr> </tbody> </table> | Number | Date Approved | Change orders approved this month | | | |
| Number | Date Approved | | | | | |
| Change orders approved this month | | | | | | |
| Totals | | | | | | |
| Net change by change orders | 349,438.00 | | | | | |

| | |
|--|------------------|
| Original contract sum | 2,386,188.00 |
| Net change by change orders | 349,438.00 |
| Contract sum to date | 2,735,626.00 |
| Total completed and stored to date | 2,722,085.90 |
| Retainage | |
| 5.0% of completed work | 136,104.30 |
| 0.0% of stored material | 0.00 |
| Total retainage | 136,104.30 |
| Total earned less retainage | 2,585,981.60 |
| Less previous certificates of payment | 2,565,238.35 |
| 0.000% of taxable amount | 0.00 |
| Current sales tax | 0.00 |
| Current payment due | 20,743.25 |
| Balance to finish, including retainage | 149,644.40 |

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: mi

By: mi Date: 5/25/23

State of: Nebraska County of: Lancaster

Subscribed and sworn to before me this 25 day of May, 2023 (year).
 Notary public: Lisa A. Williams
 My commission expires 9/24/2023

State of Nebraska – General Notary
 LISA A. WILLIAMS
 My Commission Expires
 September 24, 2023

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to 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: \$ _____

Architect: _____

By: _____ Date: _____

This Certification 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.

Application and Certificate For Payment -- page 2

To Owner: Boyd Jones Construction
 From (Contractor): Kidwell Inc.
 Project: Boyd/Columbus Comm Bldg

Application No: 22 Date: 05/25/23 Period To: 05/25/23
 Contractor's Job Number: 21-0148-10
 Architect's Project No:

| Item Number | Description | Scheduled Value | Work Completed | | Materials Presently Stored | Completed and Stored to Date | % | Balance to Finish | Retention | Memo |
|-------------|--------------------------------------|-----------------|----------------------|-------------|----------------------------|------------------------------|--------|-------------------|-----------|------|
| | | | Previous Application | This Period | | | | | | |
| 001 | Bond | 23,625.00 | 23,625.00 | 0.00 | 0.00 | 23,625.00 | 100.00 | 0.00 | 1,181.25 | |
| 002 | Project Managment | 8,348.00 | 8,348.00 | 0.00 | 0.00 | 8,348.00 | 100.00 | 0.00 | 417.40 | |
| 003 | Temp Power | 14,379.00 | 14,379.00 | 0.00 | 0.00 | 14,379.00 | 100.00 | 0.00 | 718.95 | |
| 004 | Underground Work/Equipment | 64,474.00 | 62,240.90 | 0.00 | 0.00 | 62,240.90 | 96.54 | 2,233.10 | 3,112.05 | |
| 005 | Branch Rough-In | 569,871.00 | 569,871.00 | 0.00 | 0.00 | 569,871.00 | 100.00 | 0.00 | 28,493.55 | |
| 006 | Branch Finish | 51,826.00 | 49,755.00 | 2,071.00 | 0.00 | 51,826.00 | 100.00 | 0.00 | 2,591.30 | |
| 007 | Feeders/Gear/Generator | 418,511.00 | 418,511.00 | 0.00 | 0.00 | 418,511.00 | 100.00 | 0.00 | 20,925.55 | |
| 008 | Light Fixtures & Controls | 938,893.00 | 933,829.00 | 4,000.00 | 0.00 | 937,829.00 | 99.89 | 1,064.00 | 46,891.45 | |
| 009 | Fire Alarm | 105,132.00 | 101,125.00 | 4,007.00 | 0.00 | 105,132.00 | 100.00 | 0.00 | 5,256.60 | |
| 010 | Cable Tray | 8,123.00 | 8,123.00 | 0.00 | 0.00 | 8,123.00 | 100.00 | 0.00 | 406.15 | |
| 011 | Data Cabling | 183,006.00 | 177,654.00 | 2,000.00 | 0.00 | 179,654.00 | 98.17 | 3,352.00 | 8,982.70 | |
| CO 1 | Electrical Electrical | 6,407.00 | 6,407.00 | 0.00 | 0.00 | 6,407.00 | 100.00 | 0.00 | 320.35 | |
| CO 1.1 | Cabling Cabling | -711.00 | -711.00 | 0.00 | 0.00 | -711.00 | 100.00 | 0.00 | -35.55 | |
| CO 10 | Add end caps closure strips | 7,641.00 | 5,730.00 | 1,911.00 | 0.00 | 7,641.00 | 100.00 | 0.00 | 382.05 | |
| CO 11 | Add Elec, Split Conf Rm 329 | 6,752.00 | 6,752.00 | 0.00 | 0.00 | 6,752.00 | 100.00 | 0.00 | 337.60 | |
| CO 11.1 | Add Elec, Split Conf Rm 329 | 1,048.00 | 1,048.00 | 0.00 | 0.00 | 1,048.00 | 100.00 | 0.00 | 52.40 | |
| CO 12 | Eliminate pow | -2,297.00 | -2,297.00 | 0.00 | 0.00 | -2,297.00 | 100.00 | 0.00 | -114.85 | |
| CO 13 | Power for Cafe | 1,637.00 | 1,637.00 | 0.00 | 0.00 | 1,637.00 | 100.00 | 0.00 | 81.85 | |
| CO 14 | CE 112 - Electrical Items Electrical | 11,090.62 | 11,090.62 | 0.00 | 0.00 | 11,090.62 | 100.00 | 0.00 | 554.53 | |
| CO 14.1 | CE 112 - Cabling Items Cabling | -325.62 | -325.62 | 0.00 | 0.00 | -325.62 | 100.00 | 0.00 | -16.28 | |
| CO 15 | Electrical Changes | 39,514.00 | 39,514.00 | 0.00 | 0.00 | 39,514.00 | 100.00 | 0.00 | 1,975.70 | |
| CO 16 | T&M work for PR #57 | 41,653.00 | 41,653.00 | 0.00 | 0.00 | 41,653.00 | 100.00 | 0.00 | 2,082.65 | |
| CO 17 | Floor box community Billing Tota | 2,765.00 | 2,765.00 | 0.00 | 0.00 | 2,765.00 | 100.00 | 0.00 | 138.25 | |
| CO 18 | Fire Alarm Devices | 8,583.00 | 8,583.00 | 0.00 | 0.00 | 8,583.00 | 100.00 | 0.00 | 429.15 | |
| CO 19 | Multiple Changes to Contract | 13,103.00 | 13,103.00 | 0.00 | 0.00 | 13,103.00 | 100.00 | 0.00 | 655.15 | |
| CO 2 | Dedicated Circuits | 1,391.00 | 1,391.00 | 0.00 | 0.00 | 1,391.00 | 100.00 | 0.00 | 69.55 | |

Application and Certificate For Payment -- page 3

To Owner: Boyd Jones Construction
 From (Contractor): Kidwell Inc.
 Project: Boyd/Columbus Comm Bldg

Application No: 22 Date: 05/25/23 Period To: 05/25/23
 Contractor's Job Number: 21-0148-10
 Architect's Project No:

| Item Number | Description | Scheduled Value | Work Completed | | Materials Presently Stored | Completed and Stored to Date | % | Balance to Finish | Retention | Memo |
|--------------------------|--------------------------------|---------------------|----------------------|------------------|----------------------------|------------------------------|--------------|-------------------|-------------------|------|
| | | | Previous Application | This Period | | | | | | |
| CO 20 | CE #148 - Vertical Data Rack | 5,364.00 | 5,364.00 | 0.00 | 0.00 | 5,364.00 | 100.00 | 0.00 | 268.20 | |
| CO 21 | Add power & switch | 9,500.00 | 6,985.00 | 2,515.00 | 0.00 | 9,500.00 | 100.00 | 0.00 | 475.00 | |
| CO 22 | AV/TV Boxes | 7,482.00 | 0.00 | 2,500.00 | 0.00 | 2,500.00 | 33.41 | 4,982.00 | 125.00 | |
| CO 22.1 | AV/TV Boxes | 1,254.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,254.00 | 0.00 | |
| CO 3 | Multiple changes to contract | 22,007.00 | 22,007.00 | 0.00 | 0.00 | 22,007.00 | 100.00 | 0.00 | 1,100.35 | |
| CO 3.1 | Multiple changes to contract | 207.00 | 207.00 | 0.00 | 0.00 | 207.00 | 100.00 | 0.00 | 10.35 | |
| CO 4 | Electrical | 33,972.00 | 30,817.00 | 2,500.00 | 0.00 | 33,317.00 | 98.07 | 655.00 | 1,665.85 | |
| CO 5 | Add Electric | 677.00 | 677.00 | 0.00 | 0.00 | 677.00 | 100.00 | 0.00 | 33.85 | |
| CO 6 | Multiple changes to contract | 8,645.00 | 8,645.00 | 0.00 | 0.00 | 8,645.00 | 100.00 | 0.00 | 432.25 | |
| CO 7 | Change Is per PR#030-Electrica | 681.00 | 350.00 | 331.00 | 0.00 | 681.00 | 100.00 | 0.00 | 34.05 | |
| CO 8 | Oven Breaker Change | 328.00 | 328.00 | 0.00 | 0.00 | 328.00 | 100.00 | 0.00 | 16.40 | |
| CO 9 | AV system Rough In Electrical | 107,811.00 | 107,811.00 | 0.00 | 0.00 | 107,811.00 | 100.00 | 0.00 | 5,390.55 | |
| CO 9.1 | AV System Rough In Cabling | 13,259.00 | 13,259.00 | 0.00 | 0.00 | 13,259.00 | 100.00 | 0.00 | 662.95 | |
| Application Total | | 2,735,626.00 | 2,700,250.90 | 21,835.00 | 0.00 | 2,722,085.90 | 99.51 | 13,540.10 | 136,104.30 | |



Attachment A

PAY REQUEST FORM (Please save a copy)

PROJECT NAME: 16-026 Columbus Civic Center
PAYMENT REQUEST NO.: Four INVOICE NO: 4
BILLING PERIOD FROM: 05/01/2023 TO: 05/31/2023

STATEMENT OF CONTRACT AMOUNT

Table with 2 columns: Item description and Amount. Rows include Original Contract Amount (\$183,053.00), Approved Change Orders (\$4,994.00), Needed Change Orders (\$0.00), and Adjusted Contract Amount (\$188,047.00).

PROGRESS BILLING

Table with 2 columns: Item description and Amount. Rows include Work Completed on Contract (72% to date) (\$135,593.10), Less Amount Retained (10%) (\$13,593.10), Total Work Less Retention (\$122,337.90), Less Previous Amount Invoiced (\$77,445.90), and AMOUNT DUE THIS REQUEST (\$44,982.00).

(Requests are due by the 20th of the Month and must be emailed to accounts payable@boydjones.biz. Paper and faxed copies will NOT be accepted)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: May 19, 2023

Company: Contour Construction
By: Tim Neneman
Print Name: Tim Neneman
Title: Project Manager

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on contracts where variable retainage for line items may apply.

APPLICATION NUMBER: One
 APPLICATION DATE: 19-May-23
 PERIOD TO: 31-May-23
 ARCHITECT'S PROJECT NO: 16-026
 PROJECT: Columbus Community Center

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G | | H BALANCE TO FINISH (C - G) | I RETAINAGE 10.00% |
|---------------|-----------------------------------|----------------------|-----------------------------------|-------------|---|--|-----------|--------------------------------|-----------------------|
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | % (G / C) | | |
| | Installation of the following | | | | | | | | |
| 1 | Finish Carpentry Installation | \$46,965.00 | \$7,405.00 | \$10,350.00 | | \$17,755.00 | 38% | \$29,210.00 | \$1,775.50 |
| 2 | Casework Installation | \$45,050.00 | \$40,250.00 | \$2,500.00 | | \$42,750.00 | 95% | \$2,300.00 | \$4,275.00 |
| 3 | Door & Hardware Installation | \$56,420.00 | \$12,245.00 | \$30,850.00 | | \$43,095.00 | 76% | \$13,325.00 | \$4,309.50 |
| 4 | Washroom Accessory Installation | \$24,058.00 | \$22,183.00 | \$0.00 | | \$22,183.00 | 92% | \$1,875.00 | \$2,218.30 |
| 5 | Building Specialties Installation | \$10,560.00 | \$2,230.00 | \$5,570.00 | | \$7,800.00 | 74% | \$2,760.00 | \$780.00 |
| 6 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 7 | Change Order No. 1 | \$190.00 | \$190.00 | \$0.00 | | \$190.00 | 100% | \$0.00 | \$19.00 |
| 8 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 9 | Change Order No. 2 | \$4,194.00 | \$1,548.00 | | | \$1,548.00 | 37% | \$2,646.00 | \$154.80 |
| 10 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 11 | Change Order No. 3 | \$610.00 | | \$610.00 | | \$610.00 | 100% | \$0.00 | \$61.00 |
| 12 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 13 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 14 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 15 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 16 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 17 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 18 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 19 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 20 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 21 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 22 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 23 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 24 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 25 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 26 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 27 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 28 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| 29 | | | | | | \$0.00 | 0% | \$0.00 | \$0.00 |
| TOTALS | | \$188,047.00 | \$86,051.00 | \$49,880.00 | \$0.00 | \$135,931.00 | 72% | \$52,116.00 | \$13,593.10 |

Attachment A

PAY REQUEST FORM (Please save a copy)

PROJECT NAME: 16-026 Columbus Civic Center

PAYMENT REQUEST NO.: 7 INVOICE NO: 8 - FINAL

BILLING PERIOD FROM: 5/1/23 TO: 5/31/23

STATEMENT OF CONTRACT AMOUNT

| | |
|-----------------------------|---------------------|
| 1. Original Contract Amount | \$ <u>37,207.36</u> |
| 2. Approved Change Orders | \$ <u>1,722.63</u> |
| 2a. Needed Change Orders | \$ <u>0</u> |
| 3. Adjusted Contract Amount | \$ <u>38,929.99</u> |

PROGRESS BILLING

| | |
|---|---------------------|
| 4. Work Completed on Contract (<u> </u> % to date) (SEE ATTACHED SCHEDULE OF VALUES) | \$ <u>38,929.99</u> |
| 5. Less Amount Retained (10 %) | \$ <u>2,446.50</u> |
| 6. Total Work Less Retention | \$ <u>36,483.49</u> |
| 7. Less Previous Amount Invoiced | \$ <u>27,979.73</u> |
| 8. AMOUNT DUE THIS REQUEST | \$ <u>8,503.76</u> |

(Requests are due by the 20th of the Month and must be emailed to accountspayable@boydjones.biz. Paper and faxed copies will NOT be accepted)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 5/19/23

Company: Custom Woodworks Ltd
By: [Signature]
Print Name: Mark Bingery
Title: President

BILLING WORKSHEET

8028 Columbus Community Center

Client Name: BOYD JONES
 Project Name: 8028 Columbus Community Center
 Project Number: P-22-1185

Application Number: 7
 Application Date: 5/19/2023
 Period To: 5/31/2023
 Contract #: 16-026

| A ITEM NO | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D COMPLETED PREVIOUS PERIODS | E COMPLETED THIS PERIOD | F MATERIALS STORED | G TOTAL COMPLETED & STORED | H % COMPLETED | I BALANCE TO FINISH | J RETAINAGE 6.28% |
|---------------------------------|-----------------------------|-------------------------|---------------------------------------|----------------------------------|--------------------------|-------------------------------------|---------------------|------------------------------|-------------------------|
| Original Contract: | | | | | | | | | |
| 1 | SHOPS | 6,616.99 | 2,771.20 | 3,845.79 | 0.00 | 6,616.99 | 100.00% | 0.00 | 419.78 |
| 2 | - Stair A, C, & D | 4,222.02 | 4,222.02 | 0.00 | 0.00 | 4,222.02 | 100.00% | 0.00 | 267.84 |
| 3 | 101 - Lobby | 6,757.68 | 3,041.12 | 3,716.56 | 0.00 | 6,757.68 | 100.00% | 0.00 | 428.69 |
| 4 | 203 - Library | 14,272.18 | 14,272.18 | 0.00 | 0.00 | 14,272.18 | 100.00% | 0.00 | 905.40 |
| 5 | 313 - Corridor | 2,527.50 | 1,138.52 | 1,388.98 | 0.00 | 2,527.50 | 100.00% | 0.00 | 160.34 |
| 6 | Stair B - Light Cap Trim | 2,810.99 | 2,810.99 | 0.00 | 0.00 | 2,810.99 | 100.00% | 0.00 | 178.32 |
| Total Original Contract: | | \$ 37,207.36 | | \$ 8,951.33 | \$ - | \$ 37,207.36 | | \$ - | \$ 2,360.37 |
| Approved Changes: | | | | | | | | | |
| 7 | CO #1 | 1,722.63 | 1,722.63 | 0.00 | 0.00 | 1,722.63 | 100.00% | 0.00 | 86.13 |
| Total | | \$ 1,722.63 | | \$ - | \$ - | \$ 1,722.63 | | \$ - | \$ 86.13 |
| Current Contract: | | \$ 38,929.99 | \$ 29,978.66 | \$ 8,951.33 | \$ - | \$ 38,929.99 | | \$ - | \$ 2,446.50 |
| Pending Changes: | | | | | | | | | |
| Total | | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - | \$ - |
| Billed Retainage: | | | | | | | | | |
| Total | | \$ - | \$ - | \$ - | \$ - | | 0.00% | \$ - | |

CUSTOM WOODWORKS LTD

910 STEUBEN ST
PO BOX 3187
SIOUX CITY, IA 51102

INVOICE

Invoice Number: 36333
Invoice Date: May 19, 2023
Page: 1

Voice: 712-252-4357
Fax: 712-252-4359

| Bill To: |
|--|
| BOYD JONES CONSTRUCTION 950 S 10TH STREET - SUITE 100 OMAHA, NE 68108 |

| Ship to: |
|--------------------|
| COLUMBUS COMMUNITY |

| Customer ID | Customer PO | Payment Terms | |
|--------------|-----------------|--------------------|----------|
| BO9200 | 16-026 | 1% 10, Net 30 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Hand Deliver | | 6/18/23 |

| Quantity | Description | Unit Price | Amount |
|----------|------------------------------|------------|----------|
| 1.00 | 8028 - CABINERY AND MILLWORK | 8,951.33 | 8,951.33 |

| | |
|--------------|-----------------|
| Subtotal | 8,951.33 |
| Sales Tax | |
| Freight | |
| TOTAL | 8,951.33 |

EXHIBIT A

PAY REQUEST FORM (**Please Make Copies**)

PROJECT NAME: 16-026 Columbus Civic Center
PAYMENT REQUEST NO.: 017 INVOICE NO: 16646-017
BILLING PERIOD FROM: 04/25/2023 TO: 05/25/2023

STATEMENT OF CONTRACT AMOUNT

| | |
|-----------------------------|------------------------|
| 1. Original Contract Amount | \$ <u>2,762,569.00</u> |
| 2. Approved Change Orders | \$ <u>192,725.27</u> |
| 2a. Needed Change Orders | \$ <u>0</u> |
| 3. Adjusted Contract Amount | \$ <u>2,955,294.27</u> |

PROGRESS BILLING

| | |
|---|------------------------|
| 4. Work Completed on Contract (<u>99.36</u> % to date) (SEE ATTACHED SCHEDULE OF VALUES) | \$ <u>2,936,264.27</u> |
| 5. Less Amount Retained (5.00%) | \$ <u>146,813.24</u> |
| 6. Total Work Less Retention | \$ <u>2,789,451.03</u> |
| 7. Less Previous Amount Invoiced | \$ <u>2,703,897.36</u> |
| 8. AMOUNT DUE THIS REQUEST | \$ <u>85,553.67</u> |

(Requests are due by the **25th** of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 05/24/2023

Company: E&K of Omaha, Inc.

By: 

Print Name: Greg Williamsen

Title: President

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: BOYD JONES CONSTRUCTION
SADDLE CREEK STATION
P O BOX 31336
OMAHA, NE 68131

PROJECT: COLUMBUS COMMUNITY BUILDING
2424 S 14th STREET
COLUMBUS, NE 68601

APPLICATION NO: 17
PERIOD TO: 5/19/2023
PROJECT NOS:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: E & K of Omaha, Inc
13864 L Street
Omaha, NE 68137

VIA ARCHITECT:

CONTRACT DATE:
INVOICE NUMBER: 16646-017
JOB ID: 16646

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

| | | |
|--|----|--------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 2,762,569.00 |
| 2. Net change by Change Orders | \$ | 192,725.27 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ | 2,955,294.27 |
| 4. TOTAL COMPLETED & STORED TO DATE | \$ | 2,936,264.27 |
| (Column G on Detail Sheets) | | |
| 5. RETAINAGE | | |
| a. 5.00 % of Completed Work | \$ | 146,813.24 |
| (Columns D + E on Detail Page) | | |
| b. 0.00 % of Stored Material | \$ | 0.00 |
| (Column F on Detail Page) | | |
| Total Retainage (Line 5a + 5b or Total in Column I of Detail Page) | \$ | 146,813.24 |
| 6. TOTAL EARNED LESS RETAINAGE | \$ | 2,789,451.03 |
| (Line 4 less Line 5 Total) | | |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | | |
| (Line 6 from prior Certificate) | \$ | 2,703,897.36 |
| 8. CURRENT PAYMENT DUE | \$ | 85,553.67 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE | | |
| (Line 3 less Line 6) | \$ | 165,843.24 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|------------|------------|
| Total changes approved in previous months by Owner | 304,725.00 | 125,923.73 |
| Total approved this Month | 16,234.00 | 2,310.00 |
| TOTALS | 320,959.00 | 128,233.73 |
| NET CHANGES by Change Order | | 192,725.27 |

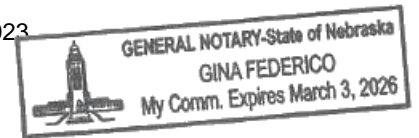
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: Greg Williamsen Date: May 23, 2023

State of: Nebraska
County of: Douglas
Subscribed and sworn to before me this 23rd day of May, 2023

Notary Public: Gina Federico
My Commission expires: March 3, 2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$ 85,553.67

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

ARCHITECT:

By: _____ Date: _____

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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed Certification, is attached.

Use Column 1 on Contracts where variable retainage for line items may apply.

(Version 11.1.3)

APPLICATION NO: 17

APPLICATION DATE: 5/19/2023

PERIOD TO: 5/19/2023

ARCHITECT'S PROJECT NO:

INVOICE NUMBER: 16646-017

JOB ID: 16646

| A | B | C | D | E | F | G | | H | I |
|----------|----------------------------|---------------------|-----------------------------------|-------------|--|--|--------------|---------------------------|------------------------------|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | % (G / C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
| 100 | Mobilization | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 15,000.00 | 100.00 | 0.00 | 750.00 |
| 105 | Mock Up | 7,500.00 | 7,500.00 | 0.00 | 0.00 | 7,500.00 | 100.00 | 0.00 | 375.00 |
| 110 | Bid Bond | 27,185.00 | 27,185.00 | 0.00 | 0.00 | 27,185.00 | 100.00 | 0.00 | 1,359.25 |
| 115 | Exterior Framing/Sheathing | | | | | | | | |
| 116 | Labor | 300,000.00 | 300,000.00 | 0.00 | 0.00 | 300,000.00 | 100.00 | 0.00 | 15,000.00 |
| 117 | Material | 350,000.00 | 350,000.00 | 0.00 | 0.00 | 350,000.00 | 100.00 | 0.00 | 17,500.00 |
| 120 | Air Barrier | 68,000.00 | 68,000.00 | 0.00 | 0.00 | 68,000.00 | 100.00 | 0.00 | 3,400.00 |
| 125 | Spray Foam | 45,000.00 | 45,000.00 | 0.00 | 0.00 | 45,000.00 | 100.00 | 0.00 | 2,250.00 |
| 130 | Unistrut | 35,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35,500.00 | 0.00 |
| 135 | Interior Framing | | | | | | | | |
| 136 | 1st floor | | | | | | | | |
| 137 | Labor | 75,000.00 | 75,000.00 | 0.00 | 0.00 | 75,000.00 | 100.00 | 0.00 | 3,750.00 |
| 138 | Material | 125,000.00 | 125,000.00 | 0.00 | 0.00 | 125,000.00 | 100.00 | 0.00 | 6,250.00 |
| 140 | 2nd floor | | | | | | | | |
| 141 | Labor | 75,000.00 | 75,000.00 | 0.00 | 0.00 | 75,000.00 | 100.00 | 0.00 | 3,750.00 |
| 142 | Material | 125,000.00 | 125,000.00 | 0.00 | 0.00 | 125,000.00 | 100.00 | 0.00 | 6,250.00 |
| 145 | 3rd floor | | | | | | | | |
| 146 | Labor | 70,000.00 | 70,000.00 | 0.00 | 0.00 | 70,000.00 | 100.00 | 0.00 | 3,500.00 |
| 147 | Material | 115,000.00 | 115,000.00 | 0.00 | 0.00 | 115,000.00 | 100.00 | 0.00 | 5,750.00 |
| 150 | Drywall | | | | | | | | |
| 151 | 1st floor | | | | | | | | |
| 152 | Labor | 110,000.00 | 110,000.00 | 0.00 | 0.00 | 110,000.00 | 100.00 | 0.00 | 5,500.00 |
| 153 | Material | 90,000.00 | 90,000.00 | 0.00 | 0.00 | 90,000.00 | 100.00 | 0.00 | 4,500.00 |
| 155 | 2nd Floor | | | | | | | | |
| 156 | Labor | 110,000.00 | 110,000.00 | 0.00 | 0.00 | 110,000.00 | 100.00 | 0.00 | 5,500.00 |
| 157 | Material | 90,000.00 | 90,000.00 | 0.00 | 0.00 | 90,000.00 | 100.00 | 0.00 | 4,500.00 |
| 160 | 3rd floor | | | | | | | | |
| 161 | Labor | 90,000.00 | 90,000.00 | 0.00 | 0.00 | 90,000.00 | 100.00 | 0.00 | 4,500.00 |
| | Page Total | 1,923,185.00 | 1,887,685.00 | 0.00 | 0.00 | 1,887,685.00 | 98.15 | 35,500.00 | 94,384.25 |

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed Certification, is attached.

Use Column 1 on Contracts where variable retainage for line items may apply.

(Version 11.1.3)

APPLICATION NO: 17

APPLICATION DATE: 5/19/2023

PERIOD TO: 5/19/2023

ARCHITECT'S PROJECT NO:

INVOICE NUMBER: 16646-017

JOB ID: 16646

| A | B | C | D | E | F | G | | H | I |
|----------|---------------------|---------------------|-----------------------------------|------------------|--|--|---------------|---------------------------|------------------------------|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | % (G / C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
| 162 | Material | 80,000.00 | 80,000.00 | 0.00 | 0.00 | 80,000.00 | 100.00 | 0.00 | 4,000.00 |
| 165 | Finishing | | | | | | | | |
| 166 | 1st floor | | | | | | | | |
| 167 | Labor | 55,000.00 | 53,900.00 | 1,100.00 | 0.00 | 55,000.00 | 100.00 | 0.00 | 2,750.00 |
| 168 | Material | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 | 0.00 | 250.00 |
| 170 | 2nd Floor | | | | | | | | |
| 171 | Labor | 55,000.00 | 55,000.00 | 0.00 | 0.00 | 55,000.00 | 100.00 | 0.00 | 2,750.00 |
| 172 | Material | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 | 0.00 | 250.00 |
| 175 | 3rd Floor | | | | | | | | |
| 176 | Labor | 50,000.00 | 49,000.00 | 1,000.00 | 0.00 | 50,000.00 | 100.00 | 0.00 | 2,500.00 |
| 177 | Material | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 | 0.00 | 250.00 |
| 180 | ACT | | | | | | | | |
| 181 | 1st Floor | | | | | | | | |
| 182 | Labor | 9,000.00 | 8,100.00 | 900.00 | 0.00 | 9,000.00 | 100.00 | 0.00 | 450.00 |
| 183 | Material | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 20,000.00 | 100.00 | 0.00 | 1,000.00 |
| 185 | 2nd Floor | | | | | | | | |
| 186 | Labor | 15,000.00 | 13,500.00 | 1,500.00 | 0.00 | 15,000.00 | 100.00 | 0.00 | 750.00 |
| 187 | Material | 40,000.00 | 40,000.00 | 0.00 | 0.00 | 40,000.00 | 100.00 | 0.00 | 2,000.00 |
| 190 | 3rd floor | | | | | | | | |
| 191 | Labor | 26,000.00 | 10,400.00 | 15,600.00 | 0.00 | 26,000.00 | 100.00 | 0.00 | 1,300.00 |
| 192 | Material | 78,759.00 | 78,759.00 | 0.00 | 0.00 | 78,759.00 | 100.00 | 0.00 | 3,937.96 |
| 195 | RULON Ceilings | 395,625.00 | 356,062.50 | 39,562.50 | 0.00 | 395,625.00 | 100.00 | 0.00 | 19,781.25 |
| 1000 | Change Order 1 | 186,000.00 | 186,000.00 | 0.00 | 0.00 | 186,000.00 | 100.00 | 0.00 | 9,300.00 |
| 1050 | Change Order 2 | (25,260.00) | (25,260.00) | 0.00 | 0.00 | (25,260.00) | 100.00 | 0.00 | (1,263.00) |
| 1100 | Change Order 3 | 2,250.00 | 2,250.00 | 0.00 | 0.00 | 2,250.00 | 100.00 | 0.00 | 112.50 |
| 1150 | Change Order 4 | 480.00 | 480.00 | 0.00 | 0.00 | 480.00 | 100.00 | 0.00 | 24.00 |
| 1200 | Change Order 5 | (1,375.00) | (1,375.00) | 0.00 | 0.00 | (1,375.00) | 100.00 | 0.00 | (68.75) |
| 1250 | Change Order 6 | 5,145.00 | 5,145.00 | 0.00 | 0.00 | 5,145.00 | 100.00 | 0.00 | 257.25 |
| | Page Total | 1,006,624.00 | 946,961.50 | 59,662.50 | 0.00 | 1,006,624.00 | 100.00 | 0.00 | 50,331.21 |

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed Certification, is attached.

Use Column 1 on Contracts where variable retainage for line items may apply.

(Version 11.1.3)

APPLICATION NO: 17

APPLICATION DATE: 5/19/2023

PERIOD TO: 5/19/2023

ARCHITECT'S PROJECT NO:

INVOICE NUMBER: 16646-017

JOB ID: 16646

| A | B | C | D | E | F | G | | H | I |
|----------|---------------------|-----------------|-----------------------------------|-------------|--|--|----------|---------------------------|------------------------------|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | %(G / C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
| 1300 | Change Order 7 | 14,220.00 | 14,220.00 | 0.00 | 0.00 | 14,220.00 | 100.00 | 0.00 | 711.00 |
| 1350 | Change Order 8 | 270.00 | 270.00 | 0.00 | 0.00 | 270.00 | 100.00 | 0.00 | 13.50 |
| 1400 | Change Order 9 | 34,870.00 | 34,870.00 | 0.00 | 0.00 | 34,870.00 | 100.00 | 0.00 | 1,743.50 |
| 1450 | Change Order 10 | 13,995.00 | 13,995.00 | 0.00 | 0.00 | 13,995.00 | 100.00 | 0.00 | 699.75 |
| 1500 | Change Order 11 | 2,285.00 | 2,285.00 | 0.00 | 0.00 | 2,285.00 | 100.00 | 0.00 | 114.26 |
| 1550 | Change Order 12 | 1,700.00 | 1,700.00 | 0.00 | 0.00 | 1,700.00 | 100.00 | 0.00 | 85.00 |
| 1600 | Change Order 13 | (27,288.73) | (27,288.73) | 0.00 | 0.00 | (27,288.73) | 100.00 | 0.00 | (1,364.43) |
| 1650 | Change Order 14 | 22,890.00 | 22,890.00 | 0.00 | 0.00 | 22,890.00 | 100.00 | 0.00 | 1,144.50 |
| 1700 | Change Order 15 | (72,000.00) | (72,000.00) | 0.00 | 0.00 | (72,000.00) | 100.00 | 0.00 | (3,600.00) |
| 1750 | Change Order 16 | 4,150.00 | 20,620.00 | 0.00 | 0.00 | 20,620.00 | 496.87 | (16,470.00) | 1,031.00 |
| 1800 | Change Order 17 | 16,470.00 | 0.00 | 16,470.00 | 0.00 | 16,470.00 | 100.00 | 0.00 | 823.50 |
| 1850 | Change Order 18 | 16,234.00 | 0.00 | 16,234.00 | 0.00 | 16,234.00 | 100.00 | 0.00 | 811.70 |
| 1900 | Change Order 19 | (2,310.00) | 0.00 | (2,310.00) | 0.00 | (2,310.00) | 100.00 | 0.00 | (115.50) |
| | Page Total | 25,485.27 | 11,561.27 | 30,394.00 | 0.00 | 41,955.27 | 164.63 | (16,470.00) | 2,097.78 |
| | Grand Total | 2,955,294.27 | 2,846,207.77 | 90,056.50 | 0.00 | 2,936,264.27 | 99.36 | 19,030.00 | 146,813.24 |

TO: Boyd Jones Construction
950 S 10th St
Suite 100
Omaha, NE, 68108

PROJECT: Columbus Comm. Center Library Bldg
14th St. & 23rd Ave.
Columbus NE 68601

APPLICATION NO: 6
PERIOD TO: 5/31/2023
CONTRACT DATE: 10/13/2021
BILLING CUTOFF 25
SGH PROJECT NO: PR21000421
CONTRACT NO: 16026-10650R
CUSTOMER NO:

FROM CONTRACTOR: SGH Redglaze Holdings Inc
742 N 109th Court
Omaha NE 68154

CONTRACT FOR: Columbus Comm. Center Library Bldg

CONTRACTOR'S APPLICATION FOR PAYMENT

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

| | |
|---|--------------|
| 1. ORIGINAL CONTRACT SUM | \$177,820.00 |
| 2. Net Change by Change Orders | \$0.00 |
| 3. CONTRACT SUM TO DATE (Line 1+2) | \$177,820.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$177,820.00 |
| 5. RETAINAGE: 5.00 (Column D + E + F on G703) | \$8,891.00 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$168,929.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | 118,750.00 |
| 8. CURRENT PAYMENT DUE | 50,179.00 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6 Total) | \$8,891.00 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by | \$0.00 | \$0.00 |
| Total Approved this Month | \$0.00 | \$0.00 |
| TOTAL | \$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: SGH Redglaze Holdings, Inc.

By: Michelle Corner Date: 5/17/23

State of: Nebraska County of: Douglas

Subscribed and sworn to before me this 17 day of May, 2023

Notary Public: Robin Rador
My Commission expires: 2-16-25



Certification For Payment

In accordance with the Contract Documents, based evaluations of the Work and the data comprising the application, the Construction Manager and Architect certifies to the Owner that to the best of their 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.....

(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: _____ Date _____

ARCHITECT:

(NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architects Certification is not required)

By: _____ Date _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the prejudice to any rights of the Owner or Contractor under this Contract.

Document G703
Continuation Sheet

APPLICATION NO: 6
 PERIOD TO: 5/31/2023
 SGH PROJECT NO: PR21000421

| DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS PRESENTLY STORED | TOTAL COMPLETED AND STORED TO DATE | % COMP | BALANCE TO FINISH | RETAINAGE HELD |
|---|---------------------|---------------------------|--------------------|----------------------------|------------------------------------|----------------|-------------------|-------------------|
| | | FROM PREVIOUS APPLICATION | THIS PERIOD | | | | | |
| Material - Modernfold_Encore | \$55,800.00 | \$11,380.00 | \$44,420.00 | \$0.00 | \$55,800.00 | 100.0 % | \$0.00 | \$3,359.00 |
| Folding Partition Fabric - Stored | \$14,100.00 | \$14,100.00 | \$0.00 | \$0.00 | \$14,100.00 | 100.0 % | \$0.00 | \$1,410.00 |
| Installation/ Equipment - Modernfold_Encore | \$16,800.00 | \$8,400.00 | \$8,400.00 | \$0.00 | \$16,800.00 | 100.0 % | \$0.00 | \$1,260.00 |
| Material - Smoke Guard_M4000 | \$61,720.00 | \$61,720.00 | \$0.00 | \$0.00 | \$61,720.00 | 100.0 % | \$0.00 | \$6,172.00 |
| Installation/Equipment - Smoke Guard_M4000 | \$29,400.00 | \$29,400.00 | \$0.00 | \$0.00 | \$29,400.00 | 100.0 % | \$0.00 | \$2,940.00 |
| Totals: | \$177,820.00 | \$125,000.00 | \$52,820.00 | \$0.00 | \$177,820.00 | 100.0 % | \$0.00 | \$8,891.00 |



EXHIBIT A

PAY REQUEST FORM (**Please Make Copies**)

PROJECT NAME: 16-026 Columbus Community Center
 PAYMENT REQUEST NO.: Final INVOICE NO: Pay App 6
 BILLING PERIOD FROM: 05.01.2023 TO: 05.31.2023

STATEMENT OF CONTRACT AMOUNT

| | |
|-----------------------------|----------------------|
| 1. Original Contract Amount | \$ <u>177,820.00</u> |
| 2. Approved Change Orders | \$ <u>0.00</u> |
| 2a. Needed Change Orders | \$ <u>0.00</u> |
| 3. Adjusted Contract Amount | \$ <u>177,820.00</u> |

PROGRESS BILLING

| | |
|---|--------------------------------|
| 4. Work Completed on Contract (<u>100</u> % to date) (SEE ATTACHED SCHEDULE OF VALUES) | \$ <u>177,820.00</u> |
| 5. Less Amount Retained (10 %) | \$ <u>8,891.00</u> |
| 6. Total Work Less Retention | \$ <u>168,929.00</u> |
| 7. Less Previous Amount Invoiced | \$ <u> </u> |
| 8. AMOUNT DUE THIS REQUEST | \$ <u> </u> |

(Requests are due by the **25th** of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all actions, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 05/17/2023

Company: SGH Redglaze Holdings, Inc
 By: Janelle Comer
 Print Name: Janelle Comer
 Title: Office Manager

| Date | Description | Amount | GL | Receipt |
|------------|------------------------------|-----------------|-----------------|---------|
| 03/24/2023 | NEBRASKA FURNITURE NOMAHA NE | 5,728.99 | 16-026; 11-410M | Y |
| | | <u>5,728.99</u> | | |

Attachment A

PAY REQUEST FORM (Please save a copy)

PROJECT NAME: 16-026 Columbus Civic Center
PAYMENT REQUEST NO.: 002 INVOICE NO: J5301-1
BILLING PERIOD FROM: 5/1/2023 TO: 5/31/2023

STATEMENT OF CONTRACT AMOUNT

| | |
|-----------------------------|---------------------|
| 1. Original Contract Amount | \$ <u>36,267.00</u> |
| 2. Approved Change Orders | \$ _____ |
| 2a. Needed Change Orders | \$ _____ |
| 3. Adjusted Contract Amount | \$ _____ |

PROGRESS BILLING

| | |
|---|---------------------|
| 4. Work Completed on Contract (<u>10</u> % to date) (SEE ATTACHED SCHEDULE OF VALUES) | \$ <u>30,795.00</u> |
| 5. Less Amount Retained (10 %) | \$ <u>3,079.50</u> |
| 6. Total Work Less Retention | \$ <u>27,715.50</u> |
| 7. Less Previous Amount Invoiced | \$ _____ |
| 8. AMOUNT DUE THIS REQUEST | \$ <u>27,715.50</u> |

(Requests are due by the 20th of the Month and must be emailed to accounts payable@boydjones.biz. Paper and faxed copies will NOT be accepted)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 5-18-23

Company: TruMark Hockenbarg
By: Cathy McDermott
Print Name: Cathy McDermott
Title: Office Manager

CONTINUATION SHEET

AIA Document G703

Exhibit A continuation sheet

APPLICATION NO:

APPLICATION DATE:

Columbus Civic Center

PERIOD TO:

Boyd Jones Job No:

16-026

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G | | H BALANCE TO FINISH (C - G) | I RETAINAGE 0.00 |
|---------------------|--------------------------|-------------------------|---|-------------|---|--|--------------|--------------------------------------|------------------------|
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | | |
| | Contract | | | | | | | | |
| GRAND TOTALS | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$0.00 | \$0.00 |

PROJECT APPLICATION AND PROJECT CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702/Cma

TO: Boyd Jones
 950 S 10th Street #100
 Omaha, NE 68108

PROJECT: Columbus Community Civic Center
 2400 14th Street
 Columbus, NE 68601

Application No. 1
Period To: 5/31/2023
PO

OWNER
ARCHITECT
CONTRACTOR

FROM: TriMark Hockenbergs
 14063 Cornhusker Road
 Omaha, NE 68138

VIA GC:

Contract Date:

OTHER

FOR: Foodservice Equipment

CONTRACTOR'S APPLICATION FOR PAYMENT

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

| | |
|--|-------------|
| 1. ORIGINAL CONTRACT SUM | \$36,267.00 |
| 2. Net change by Change Orders | \$0.00 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$36,267.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column F on G703) | \$30,795.00 |
| 5. RETAINAGE: | |
| a. 10% of Completed Work (Columns D + E on G703) | \$3,079.50 |
| b. 10% of Stored Material (Column F on G703) | \$0.00 |
| Total Retainage (Line 5a + 5b or Total in Column I of G703) | \$3,079.50 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | \$27,715.50 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | |
| 8. CURRENT PAYMENT DUE | \$27,715.50 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$8,551.50 |

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.

PRIME CONTRACTOR:

BY: Cathy McDermott **DATE:** 5-18-23

State of: Kansas
 County of: Johnson
 Subscribed and sworn to before me this 18th day of May, 2023

Notary Public: [Signature]

My Commission expires: 11.23.26

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, 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 \$27,715.50

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

CONSTRUCTION MANAGER:

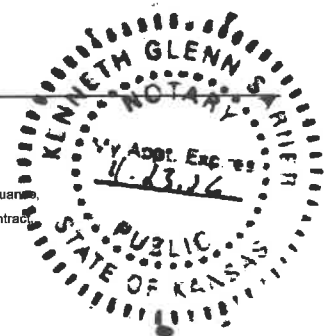
BY: _____ **DATE:** _____

ARCHITECT:

BY: _____ **DATE:** _____

| 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 | |

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.



CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated in exact dollar and cents amounts.

APPLICATION NO.: 1
 APPLICATION DATE: 5/16/2023
 PERIOD TO: 5/31/2023
 PO #

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H % (G/C) | I BALANCE TO FINISH (C-G) | J RETAINAGE |
|---------------|--------------------------|----------------------|----------------------------------|-------------|---|---|--------------|------------------------------|----------------|
| | | | FROM PREVIOUS APPLICATIONS (D+E) | THIS PERIOD | | | | | |
| EQ26 | REACH IN FREEZER | \$2,611.45 | | \$2,611.45 | | \$2,611.45 | 100% | \$0.00 | \$261.15 |
| EQ27 | ICE MAKER, CUBE STYLE | \$6,395.51 | | \$6,395.51 | | \$6,395.51 | 100% | \$0.00 | \$639.55 |
| EQ28 | REACH IN REFRIGERATOR | \$7,006.52 | | \$7,006.52 | | \$7,006.52 | 100% | \$0.00 | \$700.65 |
| EQ29 | WORK TABLE, POLY TOP | \$2,109.29 | | \$2,109.29 | | \$2,109.29 | 100% | \$0.00 | \$210.93 |
| EQ31 | ICE MAKER, CUBE STYLE | \$9,334.31 | | \$9,334.31 | | \$9,334.31 | 100% | \$0.00 | \$933.43 |
| EQ32 | REACH IN U/C FREEZER | \$3,337.92 | | \$3,337.92 | | \$3,337.92 | 100% | \$0.00 | \$333.79 |
| | INSTALL | \$5,472.00 | | \$0.00 | | \$0.00 | 0% | \$5,472.00 | \$0.00 |
| | | | | | | | | | |
| | | | | | | | | | |
| | CHANGE ORDERS | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | TOTAL | \$36,267.00 | \$0.00 | \$30,795.00 | \$0.00 | \$30,795.00 | 85% | \$5,472.00 | \$3,079.50 |

EXHIBIT A

PAY REQUEST FORM (**Please Make Copies**)

PROJECT NAME: 16-026 Columbus Civic Center
PAYMENT REQUEST NO.: 3 INVOICE NO.: _____
BILLING PERIOD FROM: 05/01/2023 TO: 05/31/2023

STATEMENT OF CONTRACT AMOUNT

| | |
|-----------------------------|---------------------|
| 1. Original Contract Amount | \$ <u>96,000.00</u> |
| 2. Approved Change Orders | \$ <u>2,378.00</u> |
| 2a. Needed Change Orders | \$ _____ |
| 3. Adjusted Contract Amount | \$ <u>98,378.00</u> |

PROGRESS BILLING

| | |
|--|---------------------|
| 4. Work Completed on Contract (<u>92.47</u> % to date) \$ <u>90,965.60</u> (SEE ATTACHED SCHEDULE OF VALUES) | |
| 5. Less Amount Retained (10 %) | \$ <u>9,096.56</u> |
| 6. Total Work Less Retention | \$ <u>81,869.04</u> |
| 7. Less Previous Amount Invoiced | \$ <u>60,050.51</u> |
| 8. AMOUNT DUE THIS REQUEST | \$ <u>21,818.53</u> |

(Requests are due by the **25th** of the Month)

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between Boyd Jones Construction Co and the undersigned, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by the previous payments received from the Contractor, to (1) all subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with the Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of the Contract.

In consideration of the payments received, and upon receipt of the payment of this request, the undersigned hereby waives, releases and forever discharges Boyd Jones Construction, Boyd Jones's surety, and the project owner through the date hereof, from all action's, causes of action, claims, and demands that the undersigned, his heirs, legal representative, and assignees may now have or that might subsequently accrue to the undersigned arising out of or in any manner Connected with, directly or indirectly, labor performed, materials furnished, or any other work performed on the above referenced project.

Date: 5/25/23

Company: CKF
By: Jenelle Klabunde
Print Name: Jenelle Klabunde
Title: Commercial Contract Administrator

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBSTITUTE AIA DOCUMENT G702

| | | |
|---|--|---|
| TO GENERAL CONTRACTOR: Boyd Jones Construction | FROM CONTRACTOR: Consolidated Supply Co., Inc. 10325 J Street Omaha, NE 68127 | APPLICATION NO: 3 APPLICATION DATE: 5/25/2023 PERIOD: 05/01/23-05/31/23 |
| PROJECT: Project# 16-026 - Columbus Community Center | | CONTRACT DATE: 10/15/2021 |

CONTRACTOR'S APPLICATION FOR PAYMENT

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

| | | | |
|----|--|----|------------------|
| 1 | ORIGINAL CONTRACT SUM | \$ | <u>96,000.00</u> |
| 2 | NET CHANGE BY CHANGE ORDERS | \$ | <u>2,378.00</u> |
| 3 | CONTRACT SUM TO DATE (LINE 1 + LINE 2) | \$ | <u>98,378.00</u> |
| 4 | TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | <u>90,965.60</u> |
| 5 | RETAINAGE: | | |
| 5a | 10% of Completed Work (Columns D + E on G703) | \$ | <u>9,096.56</u> |
| 5b | 0% of Store Material (Column F on G703) | \$ | <u>-</u> |
| | Total Retainage (Line 5a + 5b or Total in Column I of G703) | \$ | <u>9,096.56</u> |
| 6 | TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | \$ | <u>81,869.04</u> |
| 7 | LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | <u>60,050.51</u> |
| 8 | CURRENT PAYMENT DUE | \$ | <u>21,818.53</u> |
| 9 | BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6) | \$ | <u>16,508.96</u> |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------------|-----------------|
| Total changes approved in previous months by Owner | - | - |
| Total approved this Month | 4,630.00 | 2,252.00 |
| TOTALS: | 4,630.00 | 2,252.00 |
| NET CHANGES by Change Order | | 2,378.00 |

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 payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: _____

State of: _____
County of: _____
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 this 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 Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

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

ARCHITECT:
By: _____ Date: _____
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.

EXHIBIT A CONTINUATION SHEET

Substitute AIA Document G703

Consolidated Supply Co., Inc.

APPLICATION NO: 3

Boyd Jones Construction - Project# 16-026 - Columbus Commur 10325 J Street

APPLICATION DATE: 5/25/2023

Omaha, NE 68127

PERIOD: 05/01/23-05/31/23

| A ITEM NO: | B DESCRIPTION OF WORK: | C SCHEDULED VALUE: | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | | H BALANCE TO FINISH | I RETAINAGE (10%) |
|------------------|---------------------------|-----------------------|---------------------------------------|-------------|--|--|---------|---------------------------|----------------------|
| | | | FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD | | % (G / C) | | | |
| 1 | Countertops | 98,378.00 | 66,722.79 | 24,242.81 | - | 90,965.60 | 92.47% | 7,412.40 | 9,096.56 |
| 2 | | | | | | - | #DIV/0! | - | - |
| 3 | | | | | | - | #DIV/0! | - | - |
| 4 | | | | | | - | #DIV/0! | - | - |
| 5 | | | | | | - | #DIV/0! | - | - |
| 6 | | | | | | - | #DIV/0! | - | - |
| 7 | | | | | | - | #DIV/0! | - | - |
| 8 | | | | | | - | #DIV/0! | - | - |
| 9 | | | | | | - | #DIV/0! | - | - |
| 10 | | | | | | - | #DIV/0! | - | - |
| 11 | | | | | | - | #DIV/0! | - | - |
| 12 | | | | | | - | #DIV/0! | - | - |
| 13 | | | | | | - | #DIV/0! | - | - |
| 14 | | | | | | - | #DIV/0! | - | - |
| 15 | | | | | | - | #DIV/0! | - | - |
| 16 | | | | | | - | #DIV/0! | - | - |
| 17 | | | | | | - | #DIV/0! | - | - |
| | GRAND TOTALS | 98,378.00 | 66,722.79 | 24,242.81 | - | 90,965.60 | 92.47% | 7,412.40 | 9,096.56 |



Contractor's Application and Certificate of Payment

| | |
|---|---|
| Contractor's Application for Payment No: 6 | |
| Application Period: (From - to) 5/23/23 to 6/6/23 | |
| To: City of Columbus (Owner) | From (Contractor): Gehring Construction and Ready Mix Co., Inc. |
| Project Name: SID No. 189 48th Ave. from 23rd St. to S. of Bradshaw Park Entrance & Concrete Paving Improvements 2023 | Contractor's Project No.: |
| Fiscal Year Budget Number: 200-200-57200-23025 & 200-200-57300-20071 | Via (Consulting Engineer / Architect): City of Columbus |

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)..... | \$ 2,163,120.00 |
| 5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage) | \$ 182,009.26 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)..... | \$ 1,981,110.74 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ 1,476,467.10 |
| 8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7)..... | \$ 504,643.64 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6)..... | \$ 1,659,074.51 |

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

Contractor's Certification

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

| | |
|--|--------------|
| Contractor: Gehring Construction & Ready Mix Co., Inc. | |
| By: <i>Stephen Anderson</i> | Date: 6-6-23 |
| 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: | \$ 504,643.64 |
| | (Line 8 or other - attach explanation of the other amount) |
| is approved by: | <i>Richard J. Bogue</i> 6-7-2023 |
| | (City Engineer) _____ (Date) |
| Approved by: | _____ |
| | Funding Agency (if applicable) _____ (Date) |

APPLICATION AND CERTIFICATE FOR PAYMENT

Containing Contractor's signed Certification is attached

| Project Name: | | | Contractor's Pay Application: | | | | | | | | |
|---|--|-----------------|-------------------------------|--------------|------------------------|------------------------------|-----------------------|---------------------------|--|-------------------|---------------------------|
| SID No. 189 48th Ave. from 23rd St. to S. of Bradshaw Park Entrance & Concrete Paving Improvements 2023 | | | 6 | | | | | | | | |
| Application Period: (From - To) | | | 5/23/23 to 6/6/23 | | | | | | | | |
| A Item | | | B | C | D | E | F | G | H | | I |
| Bid Item No. | Description | Unit of Measure | Bid Quantity | Unit Price | Bid Value (D*E) | Estimated Quantity Installed | Value Installed (G*E) | Material Presently Stored | Total Completed and Stored to Date (F+G) | % (F) B (H/F*100) | Balance to Finish (D - H) |
| PROJECT A: SID NO. 189 48 Ave. from 23 St. to S Bradshaw Park Entrance (CIP 23-25) | | | | | | | | | | | |
| 1 | Mobilization | JOB | 1 | \$ 75,000.00 | \$ 75,000.00 | 0.06 | \$ 4,500.00 | | \$ 4,500.00 | 6 | \$ 70,500.00 |
| 2 | Traffic & Pedestrian Control, including Detour | JOB | 1 | \$ 10,000.00 | \$ 10,000.00 | 0.15 | \$ 1,500.00 | | \$ 1,500.00 | 15 | \$ 8,500.00 |
| 3 | NPDES, SWPPP, & BMP Maintenance | JOB | 1 | \$ 8,000.00 | \$ 8,000.00 | 0.50 | \$ 4,000.00 | | \$ 4,000.00 | 50 | \$ 4,000.00 |
| 4 | Curb or Grate Inlet Filter BMP | EA | 20 | \$ 200.00 | \$ 4,000.00 | | \$ - | | \$ - | 0 | \$ 4,000.00 |
| 5 | Remove & Mill Asphalt Paving | SY | 6,704 | \$ 8.00 | \$ 53,632.00 | 6,928 | \$ 55,424.00 | | \$ 55,424.00 | 103 | \$ (1,792.00) |
| 6 | Remove Concrete Paving | SY | 1,496 | \$ 16.00 | \$ 23,936.00 | 1,704 | \$ 27,264.00 | | \$ 27,264.00 | 114 | \$ (3,328.00) |
| 7 | Remove Culvert All Sizes Including Headwalls & FES | LF | 350 | \$ 12.00 | \$ 4,200.00 | 313 | \$ 3,756.00 | | \$ 3,756.00 | 89 | \$ 444.00 |
| 8 | Remove Inlet | EA | 2 | \$ 1,000.00 | \$ 2,000.00 | | \$ - | | \$ - | 0 | \$ 2,000.00 |
| 9 | Remove Junction Box | EA | 1 | \$ 1,500.00 | \$ 1,500.00 | | \$ - | | \$ - | 0 | \$ 1,500.00 |
| 10 | Remove & Reset Stop Sign | EA | 2 | \$ 300.00 | \$ 600.00 | | \$ - | | \$ - | 0 | \$ 600.00 |
| 11 | Temporary Road Surfacing and Maintenance | JOB | 1 | \$ 50,000.00 | \$ 50,000.00 | 0.57 | \$ 28,500.00 | | \$ 28,500.00 | 57 | \$ 21,500.00 |
| 12 | Remove Concrete Header | LF | 33 | \$ 25.00 | \$ 825.00 | 33 | \$ 825.00 | | \$ 825.00 | 100 | \$ - |
| 13 | 9-inch P.C. Concrete with 1 1/4" Doweled Paving NDOT Type 47B-3500 | SY | 9,460 | \$ 65.00 | \$ 614,900.00 | 9,524 | \$ 619,060.00 | | \$ 619,060.00 | 100.68 | \$ (4,160.00) |
| 14 | 8-inch P.C. Concrete Driveway Paving NDOT Type 47B-3500 | SY | 47 | \$ 65.00 | \$ 3,055.00 | | \$ - | | \$ - | 0 | \$ 3,055.00 |
| 15 | 6-inch P.C. Concrete Street Paving NDOT Type 47B-3500 | SY | 504 | \$ 60.00 | \$ 30,240.00 | | \$ - | | \$ - | 0 | \$ 30,240.00 |
| 16 | 6-inch P.C. Concrete Trail Paving, including Handicap Ramps, NDOT Type 47B-3500 | SY | 1,696 | \$ 60.00 | \$ 101,760.00 | | \$ - | | \$ - | 0 | \$ 101,760.00 |
| 17 | 6-inch P.C. Concrete Driveway Paving, NDOT Type 47B-3500 | SY | 601 | \$ 60.00 | \$ 36,060.00 | 236 | \$ 14,160.00 | | \$ 14,160.00 | 39.268 | \$ 21,900.00 |
| 18 | 5-inch P.C. Concrete Sidewalk Paving, NDOT Type 47B-3500 | SY | 335 | \$ 75.00 | \$ 25,125.00 | 11 | \$ 825.00 | | \$ 825.00 | 3.2836 | \$ 24,300.00 |
| 19 | 9-inch P.C. Concrete Street Paving, NDOT Type 47B-3500 | SY | 353 | \$ 65.00 | \$ 22,945.00 | 123 | \$ 7,995.00 | | \$ 7,995.00 | 34.844 | \$ 14,950.00 |
| 20 | 1.5 Foot Concrete Header | LF | 105 | \$ 20.00 | \$ 2,100.00 | | \$ - | | \$ - | 0 | \$ 2,100.00 |
| 21 | ADA Handicap Ramp Detectable Warning Panel | SF | 216 | \$ 38.00 | \$ 8,208.00 | 20 | \$ 760.00 | | \$ 760.00 | 9.2593 | \$ 7,448.00 |
| 22 | 4-inch Aggregate Paving Subbase | SY | 11,142 | \$ 16.00 | \$ 178,272.00 | 9,647 | \$ 154,352.00 | | \$ 154,352.00 | 86.582 | \$ 23,920.00 |
| 23 | Underdrain System, including 4-inch Perforated PVC Pipe, Rock, Fabric, Complete in Place | LF | 4,780 | \$ 14.00 | \$ 66,920.00 | 4,780 | \$ 66,920.00 | | \$ 66,920.00 | 100 | \$ - |
| 24 | Adjust Manhole to Grade | EA | 6 | \$ 1,000.00 | \$ 6,000.00 | 3 | \$ 3,000.00 | | \$ 3,000.00 | 50 | \$ 3,000.00 |
| 25 | Adjust Water Valve Box to Grade | EA | 6 | \$ 1,000.00 | \$ 6,000.00 | 1 | \$ 1,000.00 | | \$ 1,000.00 | 16.667 | \$ 5,000.00 |
| 26 | Monument Well | EA | 1 | \$ 1,000.00 | \$ 1,000.00 | | \$ - | | \$ - | 0 | \$ 1,000.00 |
| TOTAL PAGE ONE (ITEMS 1-26) | | | | | \$ 1,336,278.00 | | \$ 993,841.00 | \$ - | \$ 993,841.00 | | \$ 342,437.00 |

| Project SID No. 189 48th Ave. from 23rd St. to S. of Bradshaw Park Entrance & Name: Concrete Paving Improvements 2023 | | | | | Contractor's Pay Application: 6 | | | | | | |
|---|--|-----------------|--------------|--------------|---------------------------------|------------------------------|------------------------|---------------------------|--|-------------------|---------------------------|
| Application Period: (From - To) 5/23/23 to 6/6/23 | | | | | | | | | | | |
| A | | B | C | D | E | F | G | H | | I | |
| Item | | | | | | | | | | | |
| Bid Item No. | Description | Unit of Measure | Bid Quantity | Unit Price | Bid Value (D*E) | Estimated Quantity Installed | Value Installed (G*E) | Material Presently Stored | Total Completed and Stored to Date (F+G) | % (F) B (H/F*100) | Balance to Finish (D - H) |
| PROJECT C: 36th Street from 48th to 50th Avenue (CIP 20-71) | | | | | | | | | | | |
| 1 | Mobilization | JOB | 1 | \$ 7,500.00 | \$ 7,500.00 | 1 | \$ 7,500.00 | | \$ 7,500.00 | 100 | \$ - |
| 2 | Traffic & Pedestrian Control | JOB | 1 | \$ 5,000.00 | \$ 5,000.00 | 1 | \$ 5,000.00 | | \$ 5,000.00 | 100 | \$ - |
| 3 | Curb or Grate Inlet Filter BMP | EA | 6 | \$ 300.00 | \$ 1,800.00 | 6 | \$ 1,800.00 | | \$ 1,800.00 | 100 | \$ - |
| 4 | Remove Paving, including Sawing | SY | 3,997 | \$ 18.00 | \$ 71,946.00 | 4,028 | \$ 72,504.00 | | \$ 72,504.00 | 101 | \$ (558.00) |
| 5 | Remove & Rebuild Inlet (and 3 Junction Boxes) | EA | 6 | \$ 4,500.00 | \$ 27,000.00 | 9 | \$ 40,500.00 | | \$ 40,500.00 | 150 | \$ (13,500.00) |
| 6 | Remove & Reset Mailbox | EA | 4 | \$ 600.00 | \$ 2,400.00 | 7 | \$ 4,200.00 | | \$ 4,200.00 | 175 | \$ (1,800.00) |
| 7 | Temporary Aggregate Surfacing Driveways (Sidewalks west end and 12" RCP pipe) | JOB | 1 | \$ 10,000.00 | \$ 10,000.00 | 1 | \$ 10,000.00 | | \$ 10,000.00 | 100 | \$ - |
| 8 | 7-inch P.C. Concrete Paving, NDOT Type 47B-3500 | SY | 3,758 | \$ 66.00 | \$ 248,028.00 | 3,786 | \$ 249,876.00 | | \$ 249,876.00 | 101 | \$ (1,848.00) |
| 9 | 6-inch P.C. Concrete Driveway Paving NDOT Type 47B-3500 | SY | 239 | \$ 66.00 | \$ 15,774.00 | 242 | \$ 15,972.00 | | \$ 15,972.00 | 101 | \$ (198.00) |
| 10 | Adjust Manhole to Grade (1 Valve Box) | EA | 3 | \$ 1,000.00 | \$ 3,000.00 | 0.75 | \$ 750.00 | | \$ 750.00 | 25 | \$ 2,250.00 |
| 11 | Over Excavation & Crushed Concrete | TON | 50 | \$ 75.00 | \$ 3,750.00 | | \$ - | | \$ - | 0 | \$ 3,750.00 |
| 12 | Earthwork, Final Grading, Backfilling, & Shaping | JOB | 1 | \$ 20,000.00 | \$ 20,000.00 | 0.50 | \$ 10,000.00 | | \$ 10,000.00 | 50 | \$ 10,000.00 |
| 13 | Sodding, Watering, & Maintenance | SF | 12,192 | \$ 2.75 | \$ 33,528.00 | | \$ - | | \$ - | 0 | \$ 33,528.00 |
| GRAND TOTAL PROJECT C (ITEMS 1-13) | | | | | \$ 449,726.00 | | \$ 418,102.00 | | \$ 418,102.00 | | \$ 31,624.00 |
| ADDITIONAL PROJECT NO. 1: 40th Avenue from 27th Street to the North (CIP 20-71) | | | | | | | | | | | |
| 1 | Mobilization | JOB | 1 | \$ 7,500.00 | \$ 7,500.00 | 1 | \$ 7,500.00 | | \$ 7,500.00 | 100 | \$ - |
| 2 | Traffic & Pedestrian Control | JOB | 1 | \$ 5,000.00 | \$ 5,000.00 | 1 | \$ 5,000.00 | | \$ 5,000.00 | 100 | \$ - |
| 3 | Curb or Grate Inlet Filter BMP | EA | 4 | \$ 300.00 | \$ 1,200.00 | | \$ - | | \$ - | 0 | \$ 1,200.00 |
| 4 | Remove Paving, including Sawing | SY | 2,600 | \$ 18.00 | \$ 46,800.00 | 2,592 | \$ 46,656.00 | | \$ 46,656.00 | 100 | \$ 144.00 |
| 5 | Remove & Reset Mailbox | EA | 12 | \$ 600.00 | \$ 7,200.00 | 1 | \$ 600.00 | | \$ 600.00 | 8 | \$ 6,600.00 |
| 6 | Temporary Aggregate Surfacing Driveways (sidewalks, repair of inlet, 2025 casting) | JOB | 1 | \$ 10,000.00 | \$ 10,000.00 | 0.460 | \$ 4,600.00 | | \$ 4,600.00 | 46 | \$ 5,400.00 |
| 7 | 7-inch P.C. Concrete Paving, NDOT Type 47B-3500 | SY | 2,372 | \$ 70.00 | \$ 166,040.00 | 2,372 | \$ 166,040.00 | | \$ 166,040.00 | 100 | \$ - |
| 8 | 6-inch P.C. Concrete Driveway Paving NDOT Type 47B-3500 | SY | 220 | \$ 70.00 | \$ 15,400.00 | 220 | \$ 15,400.00 | | \$ 15,400.00 | 100 | \$ - |
| 9 | Adjust Manhole to Grade | EA | 2 | \$ 1,000.00 | \$ 2,000.00 | 2 | \$ 2,000.00 | | \$ 2,000.00 | 100 | \$ - |
| 10 | Over Excavation & Crushed Concrete | TON | 50 | \$ 75.00 | \$ 3,750.00 | 622 | \$ 46,650.00 | | \$ 46,650.00 | 1244 | \$ (42,900.00) |
| 11 | Earthwork, Final Grading, Backfilling, & Shaping | JOB | 1 | \$ 10,000.00 | \$ 10,000.00 | 1 | \$ 10,000.00 | | \$ 10,000.00 | 100 | \$ - |
| 12 | Sodding, Watering, & Maintenance | SF | 7,712 | \$ 2.75 | \$ 21,208.00 | 2,800 | \$ 7,700.00 | | \$ 7,700.00 | 36 | \$ 13,508.00 |
| GRAND TOTAL ADDITIONAL PROJECT NO. 1 (ITEMS 1-12) | | | | | \$ 296,098.00 | | \$ 312,146.00 | | \$ 312,146.00 | | \$ (16,048.00) |
| GRAND TOTAL PROJECTS A, B, C, & ADDITIONAL PROJECT NO. 1 | | | | | \$ 3,613,722.25 | | \$ 2,163,120.00 | | \$ 2,163,120.00 | | \$ 1,450,602.25 |

Contractor's Application for Payment

| | |
|--|--|
| Owner: <u>City of Columbus</u> | Owner's Project No.: _____ |
| Engineer: <u>HDR</u> | Engineer's Project No.: <u>10348510</u> |
| Contractor: <u>Rutjens Construction</u> | Contractor's Project No.: <u>839</u> |
| Project: <u>Lost Creek Parkway Water Main Extension</u> | |
| Contract: _____ | |
| Application No.: <u>1</u> | Application Date: <u>6/1/2023</u> |
| Application Period: From <u>5/1/2023</u> to <u>6/1/2023</u> | |

| | |
|--|------------------------|
| 1. Original Contract Price | \$ 4,009,382.50 |
| 2. Net change by Change Orders | \$ - |
| 3. Current Contract Price (Line 1 + Line 2) | \$ 4,009,382.50 |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ 857,609.30 |
| 5. Retainage | |
| a. _____ X \$ _____ Work Completed = | \$ _____ |
| b. <u>10%</u> X \$ <u>857,609.30</u> Stored Materials = | \$ <u>85,760.93</u> |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ <u>85,760.93</u> |
| 6. Amount eligible to date (Line 4 - Line 5.c) | \$ <u>771,848.37</u> |
| 7. Less previous payments (Line 6 from prior application) | |
| 8. Amount due this application | \$ <u>771,848.37</u> |
| 9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c) | \$ <u>3,237,534.13</u> |

Contractor's Certification

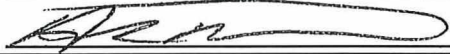
The undersigned Contractor certifies, to the best of its knowledge, the following:

(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;

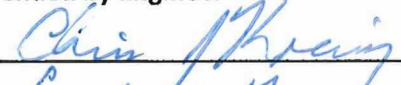
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner 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:** 6/1/2023

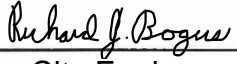
Recommended by Engineer

By: 

Title: Project Manager

Date: 6/5/23

Approved by Owner

By: 

Title: City Engineer

Date: 6-7-2023

Approved by Funding Agency

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

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

Application No.: 1 Application Period: From 05/01/23 to 06/01/23 Application Date: 06/01/23

| A | B | C | D | E | F | G | H | I |
|--|-------------|----------------------|--|------------------|---|--|----------------------------------|--------------------------------|
| Item No. | Description | Scheduled Value (\$) | Work Completed | | Materials Currently Stored (not in D or E) (\$) | Work Completed and Materials Stored to Date (D + E + F) (\$) | % of Scheduled Value (G / C) (%) | Balance to Finish (C - G) (\$) |
| | | | (D + E) From Previous Application (\$) | This Period (\$) | | | | |
| Change Orders | | | | | | | | |
| | | | | | | - | | - |
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| | | | | | | - | | - |
| Change Order Totals | | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| Original Contract and Change Orders | | | | | | | | |
| Project Totals | | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

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

Application No.: 1 Application Period: From 05/01/23 to 06/01/23 Application Date: 06/01/23

| A | B | C | D | E | F | G | H | I | J | K | L | |
|-------------------|---|----------------------|-------|-----------------|--------------------------------|---|---|------------|--|--|--------------------------------|--------------------------------|
| Bid Item No. | Description | Contract Information | | | | Work Completed | | | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) |
| | | Item Quantity | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (EX G) (\$) | | | | | |
| Original Contract | | | | | | | | | | | | |
| Base Bid | | | | | | | | | | | | |
| 1 | MOBILIZATION, PERMITS, BONDS AND INSURANCE | 1 | L.S. | \$94,125.00 | 94,125.00 | - | - | - | - | 0% | 94,125.00 | |
| 2 | SWPPP MAINTENANCE ALLOWANCE | 1 | L.S. | \$2,500.00 | 2,500.00 | - | - | - | - | 0% | 2,500.00 | |
| 3 | PROVIDE TEMPORARY TRAFFIC CONTROL | 1 | L.S. | \$5,500.00 | 5,500.00 | - | - | - | - | 0% | 5,500.00 | |
| 4 | CLEARING AND GRUBBING GENERAL | 1 | L.S. | \$2,000.00 | 2,000.00 | - | - | - | - | 0% | 2,000.00 | |
| 5 | INSTALL MAINTAIN AND REMOVE STRAW WATTLE | 8610 | L.F. | \$5.00 | 43,050.00 | - | - | - | - | 0% | 43,050.00 | |
| 6 | EROSION CONTROL FABRIC AND SEEDING | 38521 | S.Y. | \$1.60 | 61,633.60 | - | - | - | - | 0% | 61,633.60 | |
| 7 | INSTALL MAINTAIN AND REMOVE CULVERT PROTECTION | 4 | EA. | \$1,000.00 | 4,000.00 | - | - | - | - | 0% | 4,000.00 | |
| 8 | INSTALL MAINTAIN AND REMOVE CONSTRUCTION ENTRANCE | 4 | EA. | \$3,000.00 | 12,000.00 | - | - | - | - | 0% | 12,000.00 | |
| 9 | REMOVE AND REPLACE FENCE | 170 | L.F. | \$8.00 | 1,360.00 | - | - | - | - | 0% | 1,360.00 | |
| 10 | DEWATERING | 1 | L.S. | \$22,500.00 | 22,500.00 | - | - | - | - | 0% | 22,500.00 | |
| 11 | JACK AND BORE 16" STEEL CASING W/8" WATER MAIN | 162 | L.F. | \$455.00 | 73,710.00 | - | - | - | - | 0% | 73,710.00 | |
| 12 | JACK AND BORE 18" STEEL CASING W/12" WATER MAIN | 129 | L.F. | \$585.00 | 75,465.00 | - | - | - | - | 0% | 75,465.00 | |
| 13 | JACK AND BORE 30" STEEL CASING W/18" WATER MAIN | 383 | L.F. | \$615.00 | 235,545.00 | - | - | - | - | 0% | 235,545.00 | |
| 14 | 8" WATER MAIN | 148 | L.F. | \$42.00 | 6,216.00 | - | - | - | - | 0% | 6,216.00 | |
| 15 | 12" WATER MAIN | 59 | L.F. | \$61.00 | 3,599.00 | - | - | - | - | 0% | 3,599.00 | |
| 16 | 18" WATER MAIN | 8227 | L.F. | \$121.00 | 995,467.00 | - | - | 857,609.30 | 857,609.30 | 86% | 137,857.70 | |
| 17 | CONNECT TO EXISTING 18" WATER MAIN | 1 | EA. | \$3,150.00 | 3,150.00 | - | - | - | - | 0% | 3,150.00 | |
| 18 | 18" MJ CROSS | 1 | EA. | \$3,585.00 | 3,585.00 | - | - | - | - | 0% | 3,585.00 | |
| 19 | 18" X 18" X 8" MJ TEE | 1 | EA. | \$2,284.00 | 2,284.00 | - | - | - | - | 0% | 2,284.00 | |
| 20 | 18" X 18" X 6" MJ TEE | 21 | EA. | \$2,251.00 | 47,271.00 | - | - | - | - | 0% | 47,271.00 | |
| 21 | 18" X 45 MJ ELBOW | 6 | EA. | \$2,115.00 | 12,690.00 | - | - | - | - | 0% | 12,690.00 | |
| 22 | 18" X 11 1/4 MJ ELBOW | 2 | EA. | \$2,045.00 | 4,090.00 | - | - | - | - | 0% | 4,090.00 | |
| 23 | 18" MJ PLUG W/THRUST BLOCK | 2 | EA. | \$1,315.00 | 2,630.00 | - | - | - | - | 0% | 2,630.00 | |
| 24 | CONNECT TO EXISTING 12" WATER MAIN | 1 | EA. | \$1,525.00 | 1,525.00 | - | - | - | - | 0% | 1,525.00 | |
| 25 | 12" X 45 MJ ELBOW | 2 | EA. | \$892.00 | 1,784.00 | - | - | - | - | 0% | 1,784.00 | |
| 26 | 8" X 8" X 6" MJ TEE | 1 | EA. | \$585.00 | 585.00 | - | - | - | - | 0% | 585.00 | |
| 27 | FIRE HYDRANT ASSEMBLY W/6" GATE VALVE | 22 | EA. | \$5,525.00 | 121,550.00 | - | - | - | - | 0% | 121,550.00 | |
| 28 | 18" MJ GATE VALVE AND BOX | 13 | EA. | \$18,621.00 | 242,073.00 | - | - | - | - | 0% | 242,073.00 | |
| 29 | 8" MJ GATE VALVE AND BOX | 1 | EA. | \$1,955.00 | 1,955.00 | - | - | - | - | 0% | 1,955.00 | |
| 30 | CONNECT TO EXISTING 8" WATER MAIN | 1 | EA. | \$1,000.00 | 1,000.00 | - | - | - | - | 0% | 1,000.00 | |
| 31 | REMOVE RECREATIONAL TRAIL | 67 | S.Y. | \$14.00 | 938.00 | - | - | - | - | 0% | 938.00 | |
| 32 | 6" PCC RECREATIONAL TRAIL | 67 | S.Y. | \$105.00 | 7,035.00 | - | - | - | - | 0% | 7,035.00 | |
| 33 | 18" X 12" MJ REDUCER | 1 | EA. | \$1,555.00 | 1,555.00 | - | - | - | - | 0% | 1,555.00 | |
| 34 | 8" X 6" MJ REDUCER | 1 | EA. | \$545.00 | 545.00 | - | - | - | - | 0% | 545.00 | |
| 35 | WETLANDS SEEDING TOPSOIL REM. & REPLACEMENT | 35 | S.Y. | \$15.00 | 525.00 | - | - | - | - | 0% | 525.00 | |
| Alternate #1 | | | | | | | | | | | | |
| | MOBILIZATION, PERMITS, BONDS AND INSURANCE | 1 | L.S. | \$52,500.00 | 52,500.00 | - | - | - | - | 0% | 52,500.00 | |
| | SWPPP MAINTENANCE ALLOWANCE | 1 | L.S. | \$2,500.00 | 2,500.00 | - | - | - | - | 0% | 2,500.00 | |
| | PROVIDE TEMPORARY TRAFFIC CONTROL | 1 | L.S. | \$5,500.00 | 5,500.00 | - | - | - | - | 0% | 5,500.00 | |
| | CLEARING AND GRUBBING GENERAL | 1 | L.S. | \$2,000.00 | 2,000.00 | - | - | - | - | 0% | 2,000.00 | |
| | INSTALL MAINTAIN AND REMOVE STRAW WATTLE | 5053 | L.F. | \$6.00 | 30,318.00 | - | - | - | - | 0% | 30,318.00 | |

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

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

Application No.: 1 Application Period: From 05/01/23 to 06/01/23 Application Date: 06/01/23

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

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

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

Application No.: 1 Application Period: From 05/01/23 to 06/01/23 Application Date: 06/01/23

| A | B | C | D | E | F | G | H | I | J | K | L | |
|-------------------------------------|-------------|----------------------|-------|-----------------|--------------------------------|---|--|--|--|--------------------------------|--------------------------------|-----------------|
| Bid Item No. | Description | Contract Information | | | | Work Completed | | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) | |
| | | Item Quantity | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) | | | | | |
| Change Orders | | | | | | | | | | | | |
| | | | | | - | | | | - | | - | |
| | | | | | - | | | | - | | - | |
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| | | | | | - | | | | - | | - | |
| | | | | | Change Order Totals | \$ - | | \$ - | \$ - | \$ - | \$ - | |
| Original Contract and Change Orders | | | | | | | | | | | | |
| | | | | | Project Totals | \$ 4,009,382.50 | | \$ - | \$ 857,609.30 | \$ 857,609.30 | 21% | \$ 3,151,773.20 |

Stored Materials Summary

Contractor's Application for Payment

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

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

Application No.: 1 Application Period: From 05/01/23 to 06/01/23 Application Date: 06/01/23

| A | B | C | D | E | F | G | H | I | J | K | L | M |
|---|-------------------------|---|---|------------------|--|-----------------------------------|--------------------------------------|--|--|---|--|---|
| Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab) | Supplier Invoice No. | Submittal No. (with Specification Section No.) | Description of Materials or Equipment Stored | Storage Location | Application No. When Materials Placed In Storage | Materials Stored | | | Incorporated in Work | | | Materials Remaining in Storage (I-L) (\$) |
| | | | | | | Previous Amount Stored (\$) | Amount Stored this Period (\$) | Amount Stored to Date (G+H) (\$) | Amount Previously Incorporated in the Work (\$) | Amount Incorporated in the Work this Period (\$) | Total Amount Incorporated in the Work (J+K) (\$) | |
| 16 | | | 18" PVC C900 Water Main | On-Site | 1 | | 857,609.30 | 857,609.30 | | | - | 857,609.30 |
| | | | | | | | | | | | - | - |
| | | | | | | | | | | | - | - |
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| | | | | | | | | | | | - | - |
| | | | | | | | | | | | - | - |
| | | | | | | | | | | | - | - |
| Totals | | | | | | \$ - | \$ 857,609.30 | \$ 857,609.30 | \$ - | \$ - | \$ - | \$ 857,609.30 |

4.E. Finance Department reports.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS
 FROM 10/01/2021 TO 05/31/2023
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

| Fund | Description | Beginning Balance 10/01/2021 | Total Debits | Total Credits | Ending Balance 05/31/2023 |
|------|---------------------------------|------------------------------------|-----------------|------------------|---------------------------------|
| 100 | GENERAL FUND | 9,095,241.38 | 116,639,710.81 | 121,067,093.14 | 4,667,859.05 |
| 160 | PLATTE CO LIBRARY SERVICE | 79,247.31 | 15,081.16 | 331.16 | 93,997.31 |
| 175 | ARP ACT FUNDS | 2,076,774.22 | 2,170,016.45 | 14,289.02 | 4,232,501.65 |
| 189 | PERPETUAL CARE | 79,597.37 | 1,964.27 | 289.42 | 81,272.22 |
| 200 | STREETS/ENGINEERING | 4,625,750.73 | 19,419,072.24 | 22,163,930.87 | 1,880,892.10 |
| 205 | AIRPORT | 871,098.09 | 710,358.99 | 625,876.84 | 955,580.24 |
| 210 | SALES TAX | 9,644,849.66 | 12,252,846.93 | 12,766,590.00 | 9,131,106.59 |
| 211 | 1/2 CENT SALES TAX | 13,698,335.36 | 26,759,556.41 | 39,052,275.85 | 1,405,615.92 |
| 220 | COMMUNICATIONS - E911 | 209,873.59 | 2,569,915.16 | 2,504,841.61 | 274,947.14 |
| 221 | COMMUNICATIONS - WIRELESS E911 | 205,343.73 | 197,935.33 | 194,581.63 | 208,697.43 |
| 225 | COMMUNICATIONS-EC-911 EQUIPMENT | (7,878.46) | 17,094.00 | 294,849.99 | (285,634.45) |
| 240 | HOUSING REHAB & LOANS | 67,236.47 | 233,257.01 | 212,734.24 | 87,759.24 |
| 260 | PROGRESS AND JOBS GROWTH | 1,232,941.72 | 1,068,167.50 | 398,478.40 | 1,902,630.82 |
| 270 | KENO | 813,318.91 | 1,321,146.29 | 1,269,061.65 | 865,403.55 |
| 400 | DEBT SERVICE FUND | 7,880,908.76 | 5,586,658.08 | 12,497,618.46 | 969,948.38 |
| 480 | COMMUNITY REDEVL AUTH | 162,349.10 | 1,131,536.94 | 963,659.86 | 330,226.18 |
| 500 | UTILITY SERVICE | 13,840,595.46 | 22,319,404.24 | 22,108,812.45 | 14,051,187.25 |
| 520 | WATER | 12,635,880.14 | 8,828,366.00 | 6,726,068.33 | 14,738,177.81 |
| 530 | LOUP DISTRIBUTION | 2,434,784.28 | 7,757,292.42 | 7,875,891.50 | 2,316,185.20 |
| 560 | STORMWATER UTILITY | 778,908.44 | 724,308.65 | 344,758.85 | 1,158,458.24 |
| 570 | SOLID WASTE DIVISION | 2,560,796.03 | 4,202,865.73 | 3,267,538.71 | 3,496,123.05 |
| 600 | HEALTH INSURANCE | 2,535,982.13 | 1,821,320.57 | 1,763,086.63 | 2,594,216.07 |
| 710 | FIRE PENSION | 93,414.09 | 2,043.80 | 14,766.84 | 80,691.05 |
| 730 | LICENSES TO SCHOOLS | 4,165.00 | 31,742.50 | 20,405.00 | 15,502.50 |
| 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 | 15,871,302.42 | 15,932,258.95 | 65,470.60 |
| | TOTAL - ALL FUNDS | 91,387,191.26 | 251,728,378.03 | 272,112,419.59 | 71,003,149.70 |

4.F. Payroll and bills on file.

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|--|---------------|--|-------------|-----------|
| 00001 06/20/2023 | A & D TECHNICAL SUPPLY INVOICE | 0000347130 | 36X50 YD 24# IJET COLOR BOND | 72.29 | |
| | | | Total: | 72.29 | |
| | | | Net of 1 Invoices / 0 Checks | 72.29 | |
| 02057 06/20/2023 | A TO Z MESSAGING INVOICE | 16790 | ANSWERING SERVICE | 125.00 | |
| | | | Total: | 125.00 | |
| | | | Net of 1 Invoices / 0 Checks | 125.00 | |
| 00116 06/20/2023 | ACE HARDWARE & GARDEN CNT INVOICE | 194537/5 | GATORLINE, LEGAL PAD | 43.38 | |
| 06/20/2023 | INVOICE | 194520/5 | CLAMP | 16.74 | |
| 06/20/2023 | INVOICE | 194405/5 | PRO .095 LINE, COUPLE MALL, NIPPLE BLACK | 39.96 | |
| 06/20/2023 | INVOICE | 194401/5 | ELEC TAPE, AIR FILTER | 15.97 | |
| 06/20/2023 | INVOICE | 194390/5 | SHARPEN & BALANCE MOWER BLADE | 28.50 | |
| 06/20/2023 | INVOICE | 194377/5 | KEY SCHLAGE | 23.31 | |
| 06/20/2023 | INVOICE | 194411/5 | CEMENT RAIN-R-SHINE, UNION | 31.98 | |
| 06/20/2023 | INVOICE | 194443/5 | BOUNTY, LINOLEUM KNIFE BLADE, ,ETHOD | 26.57 | |
| 06/20/2023 | INVOICE | 194432/5 | NUTS, BOLTS, SCREWS | 1.88 | |
| 06/20/2023 | INVOICE | 194455/5 | USS HX, LOCK NUTS, FLAT WASHERS | 69.47 | |
| 06/20/2023 | INVOICE | 194573/5 | SEAFOAM MOTOR TREATMENT, CAP | 16.98 | |
| 06/20/2023 | INVOICE | 194714/5 | NUTS, BOLTS | 2.19 | |
| | | | Total: | 316.93 | |
| | | | Net of 12 Invoices / 0 Checks | 316.93 | |
| 03104 06/20/2023 | ACE SANITATION SERVICE INC. INVOICE | 488630049328 | MAY GARBAGE SERVICE | 55.00 | |
| 06/20/2023 | INVOICE | 488630049316 | MAY GARBAGE SERVICE | 55.00 | |
| | | | Total: | 110.00 | |
| | | | Net of 2 Invoices / 0 Checks | 110.00 | |
| 00180 06/20/2023 | ADVANCE AUTO PARTS INVOICE | 5606314464251 | AIR FILTERS | 25.18 | |
| 06/20/2023 | INVOICE | 5606313663966 | LUG NUT | 25.32 | |
| | | | Total: | 50.50 | |
| | | | Net of 2 Invoices / 0 Checks | 50.50 | |
| 11016 06/20/2023 | ALBERS AUSTIN INVOICE | 6.12.2023 | UMP MEN'S LEAGUE: 5/30, 6/6 | 120.00 | |
| | | | Total: | 120.00 | |
| | | | Net of 1 Invoices / 0 Checks | 120.00 | |
| 01321 06/20/2023 | ALL STAR AUTO GLASS INVOICE | QAS1009944 | WINDSHIELD - UNIT 192 | 556.08 | |
| | | | Total: | 556.08 | |
| | | | Net of 1 Invoices / 0 Checks | 556.08 | |
| 01189 | AMERICAN RED CROSS | | | | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|---|--|--|--|---|-----------|
| 06/20/2023 | INVOICE | 22584561 | LIFEGUARDING & WATERPARK SKILLS | 616.00 | |
| | | | Total: | 616.00 | |
| | | | Net of 1 Invoices / 0 Checks | 616.00 | |
| 11028 06/20/2023 | ANDRITZ SEPARATION INC INVOICE | 8480119971 | PRESS BELT | 3,995.17 | |
| | | | Total: | 3,995.17 | |
| | | | Net of 1 Invoices / 0 Checks | 3,995.17 | |
| 11021 06/20/2023 | APPLIED CONNECTIVE TECHNOLOGIES LLC INVOICE | 197324 | ELITE DESK 800, MONITORS, SPEAKER BAR, MOUN' | 8,510.00 | |
| | | | Total: | 8,510.00 | |
| | | | Net of 1 Invoices / 0 Checks | 8,510.00 | |
| 00418 06/20/2023 06/20/2023 | AQUA-CHEM INC INVOICE INVOICE | 00202301 00202250 | CHEMICALS CHEMICALS | 646.92 4,096.80 | |
| | | | Total: | 4,743.72 | |
| | | | Net of 2 Invoices / 0 Checks | 4,743.72 | |
| 10561 06/20/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023 | ARNOLD MOTOR SUPPLY INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE | 78NV070830 78NV071701 78NV071567 78NV071700 78NV071810 78NV071759 78NV071863 78NV070683 78NV071838 78NV071094 78NV070357 78NV071011 78NV070978 | CLEANER 2PK LONG LIFE MINI SPARK PLUGS TRANSMISSION FILTER KIT, OIL FILTER, 10W40, TRANSMISSION FILTER KIT AIR FILTER PRIME ORG 50/50 AIR FILTER O-RING ASSORTMENT SERVICE GAUGE AIR FILTERS, BRAKE HONE HYDRAULIC HOSE TRANSFER STOCK | 28.75 6.89 5.86 101.60 25.15 18.76 18.74 28.32 18.99 40.13 103.65 34.36 12.50 | |
| | | | Total: | 443.70 | |
| | | | Net of 13 Invoices / 0 Checks | 443.70 | |
| 00107 06/20/2023 | AT&T MOBILITY INVOICE | 287321675065 | WIRELESS | 69.92 | |
| | | | Total: | 69.92 | |
| | | | Net of 1 Invoices / 0 Checks | 69.92 | |
| 10371 06/20/2023 06/20/2023 06/20/2023 | BANK OF THE VALLEY INVOICE INVOICE INVOICE | 6.20.2023 6.20.2023 6.20.2023 | STARBUCKS - WHO DEVELOPMENT TAX ALLOCATION 1 COLUMBUS RETAIL TAX ALLOCATION BONDS - #710: FREDDY'S - WHO DEVELOPMENT TAX ALLOCATION B | 2,269.56 18,486.64 9,287.52 | |
| | | | Total: | 30,043.72 | |
| | | | Net of 3 Invoices / 0 Checks | 30,043.72 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|---------------------------------------|-------------------|------------------------------------|-------------|-----------|
| 11022 06/20/2023 | BARREL HOUSE INVOICE | 251062 | REFUND PARTIAL YEAR LIQOUR LICENSE | 450.00 | |
| | | | Total: | 450.00 | |
| | | | Net of 1 Invoices / 0 Checks | 450.00 | |
| 00461 06/20/2023 | BEHLEN TOWING LLC INVOICE | 31423 | TOWING | 150.00 | |
| 06/20/2023 | INVOICE | 31424 | TOWING | 150.00 | |
| 06/20/2023 | INVOICE | 31436 | TOWING | 150.00 | |
| 06/20/2023 | INVOICE | 30413 | TOWING | 150.00 | |
| 06/20/2023 | INVOICE | 31430 | TOWING | 150.00 | |
| | | | Total: | 750.00 | |
| | | | Net of 5 Invoices / 0 Checks | 750.00 | |
| 11030 06/20/2023 | BIG 10 SPORTS BAR & GRILL INVOICE | 4.24.2023 | 23RD ST CORRIDOR PROJECT | 9,186.00 | |
| | | | Total: | 9,186.00 | |
| | | | Net of 1 Invoices / 0 Checks | 9,186.00 | |
| 03256 06/20/2023 | BLACK HILLS ENERGY INVOICE | 7226 0844 98 JUNE | NATURAL GAS | 64.85 | |
| 06/20/2023 | INVOICE | 6942 7542 63 JUNE | NATURAL GAS | 1,265.38 | |
| 06/20/2023 | INVOICE | 8429 6210 02 JUNE | NATURAL GAS | 405.75 | |
| 06/20/2023 | INVOICE | 0815 1921 72 JUNE | NATURAL GAS | 403.92 | |
| 06/20/2023 | INVOICE | 6007 1329 48 JUNE | NATURAL GAS | 189.98 | |
| 06/20/2023 | INVOICE | 5317 1214 84 JUNE | NATURAL GAS | 77.74 | |
| 06/20/2023 | INVOICE | 4447 5106 07 JUNE | NATURAL GAS | 63.32 | |
| 06/20/2023 | INVOICE | 6310 3990 85 JUNE | NATURAL GAS | 60.77 | |
| 06/20/2023 | INVOICE | 5431 5180 01 JUNE | NATURAL GAS | 46.71 | |
| 06/20/2023 | INVOICE | 5915 3548 20 JUNE | NATURAL GAS | 46.71 | |
| 06/20/2023 | INVOICE | 5048 9157 09 JUNE | NATURAL GAS | 43.47 | |
| 06/20/2023 | INVOICE | 7504 0422 35 JUNE | NATURAL GAS | 41.30 | |
| | | | Total: | 2,709.90 | |
| | | | Net of 12 Invoices / 0 Checks | 2,709.90 | |
| 00917 06/20/2023 | BLACKSTONE PUBLISHING INVOICE | 2103640 | LIBRARY CD | 39.99 | |
| | | | Total: | 39.99 | |
| | | | Net of 1 Invoices / 0 Checks | 39.99 | |
| 11015 06/20/2023 | BORCHERS DEVON INVOICE | 6.12.2023 | UMP MIXED LEAGUE: 6/7 | 90.00 | |
| | | | Total: | 90.00 | |
| | | | Net of 1 Invoices / 0 Checks | 90.00 | |
| 02485 06/20/2023 | BOYD JONES CONSTRUCTION CO INVOICE | 30 | LIBRARY CULTURAL ARTS FACILITY | 866,488.36 | |
| | | | Total: | 866,488.36 | |
| | | | Net of 1 Invoices / 0 Checks | 866,488.36 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|--|---------------------|--|-------------|-----------|
| 10399 06/20/2023 | BUTLER HUMAN SERVICES FURNITURE INVOICE | 000169962 | FIERO BEDS, PLATFORM BEDS | 5,899.20 | |
| | | | Total: | 5,899.20 | |
| | | | Net of 1 Invoices / 0 Checks | 5,899.20 | |
| 10547 06/20/2023 | BVH ARCHITECTURE INVOICE | 45316 | LIBRARY, CHILDREN'S MUSEUM & CITY HALL | 26,355.34 | |
| | | | Total: | 26,355.34 | |
| | | | Net of 1 Invoices / 0 Checks | 26,355.34 | |
| 02979 06/20/2023 | CAPITAL BUSINESS SYSTEMS INVOICE | 1288910 | COPIER CONTRACT | 55.19 | |
| | | | Total: | 55.19 | |
| | | | Net of 1 Invoices / 0 Checks | 55.19 | |
| 01148 06/20/2023 | CENTURY LINK INVOICE | 402D33-0443 JUNE 1E | 911 PHONE CHARGES | 930.00 | |
| | | | Total: | 930.00 | |
| | | | Net of 1 Invoices / 0 Checks | 930.00 | |
| 10795 06/20/2023 | CHESTERMAN COMPANY INVOICE | 1274310 | CREDIT - EMPTIES | (50.00) | |
| 06/20/2023 | INVOICE | 1274311 | CREDIT - RETURN | (95.60) | |
| 06/20/2023 | INVOICE | 10865747 | CREDIT - EXCESS INVENTORY | (309.10) | |
| 06/20/2023 | INVOICE | 11032242 | POP | 375.15 | |
| 06/20/2023 | INVOICE | 11020790 | CONCESSIONS | 1,796.65 | |
| | | | Total: | 1,717.10 | |
| | | | Net of 5 Invoices / 0 Checks | 1,717.10 | |
| 10398 06/20/2023 | CLAY HILLS AG INVOICE | 132241 | TRIUMPH RTU 6X1 QT | 132.00 | |
| | | | Total: | 132.00 | |
| | | | Net of 1 Invoices / 0 Checks | 132.00 | |
| 10827 06/20/2023 | CLINE RANDY INVOICE | 6.12.2023 | UMP MEN'S LEAGUE 5/30; MIXED 5/31 | 200.00 | |
| | | | Total: | 200.00 | |
| | | | Net of 1 Invoices / 0 Checks | 200.00 | |
| 10826 06/20/2023 | CLINE TYLER INVOICE | 6.12.2023 | UMP MEN'S LEAGUE: 5/30; MIXED 5/31 | 150.00 | |
| | | | Total: | 150.00 | |
| | | | Net of 1 Invoices / 0 Checks | 150.00 | |
| 10816 06/20/2023 | CLOSSON ROD INVOICE | 6.12.2023 | UMP MIXED LEAGUE: 5/31, 6/7 | 180.00 | |
| | | | Total: | 180.00 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|--|----------------------------|--|-------------|-----------|
| | | | Net of 1 Invoices / 0 Checks | 180.00 | |
| 00262 06/20/2023 | CLUB PROPHET SYSTEMS INVOICE | INV1479580 | MONTHLY TEE SHEET, ADDTL USERS, ONLINE RESEI | 500.00 | |
| | | | Total: | 500.00 | |
| | | | Net of 1 Invoices / 0 Checks | 500.00 | |
| 02542 06/20/2023 | CNC REPAIR LLC INVOICE | 7572 | HALFSHAFT - VIN #6648 | 311.61 | |
| 06/20/2023 | INVOICE | 7611 | LUB, OIL, FILTER | 60.46 | |
| 06/20/2023 | INVOICE | 7628 | LUBE, OIL, FILTER | 42.00 | |
| 06/20/2023 | INVOICE | 7630 | LUBE, OIL, FILTER | 60.46 | |
| 06/20/2023 | INVOICE | 7654 | LUBE, OIL, FILTER | 60.46 | |
| 06/20/2023 | INVOICE | 7658 | OXYGEN SENSOR - VIN #1808 | 463.67 | |
| 06/20/2023 | INVOICE | 7659 | LUBE, OIL, FILTER | 42.00 | |
| 06/20/2023 | INVOICE | 7667 | EVAP PURGE SOLENOID - VIN #7839 | 218.70 | |
| 06/20/2023 | INVOICE | 7677 | SERPENTINE BELT - VIN #1808 | 106.47 | |
| 06/20/2023 | INVOICE | 7729 | LUBE, OIL, FILTER | 42.00 | |
| 06/20/2023 | INVOICE | 7730 | LUBE, OIL, FILTER, TIRES - VIN #7979 | 925.60 | |
| | | | Total: | 2,333.43 | |
| | | | Net of 11 Invoices / 0 Checks | 2,333.43 | |
| 03140 06/20/2023 | COLUMBUS AREA CHAMBER OF INVOICE | 39963 | COMMODORE APPAREL - TARA VASICEK | 240.00 | |
| | | | Total: | 240.00 | |
| | | | Net of 1 Invoices / 0 Checks | 240.00 | |
| 10874 06/20/2023 | COLUMBUS COMMUNITY FOUNDATION INC INVOICE | 6.20.2023 | FRC TAX ALLOCATION BONDS | 14,436.90 | |
| | | | Total: | 14,436.90 | |
| | | | Net of 1 Invoices / 0 Checks | 14,436.90 | |
| 10768 06/20/2023 | COLUMBUS CREDIT SERVICES INVOICE | PBCOC01 | ANNUAL PUBLIC RECORD BULLETIN SUBSCRIPTION I | 180.00 | |
| 06/20/2023 | INVOICE | ACCTY150 | COLLECTIONS | 291.79 | |
| | | | Total: | 471.79 | |
| | | | Net of 2 Invoices / 0 Checks | 471.79 | |
| 11031 06/20/2023 | COLUMBUS JAZZ ORCHESTRA INVOICE | 1977 | 6/22/23 LAWNCHAIRS ON THE SQUARE | 350.00 | |
| | | | Total: | 350.00 | |
| | | | Net of 1 Invoices / 0 Checks | 350.00 | |
| 01374 06/20/2023 | COLUMBUS MUSIC INVOICE | 35429 | PERFORMANCE IN FRANKFORT SQUARE | 850.00 | |
| | | | Total: | 850.00 | |
| | | | Net of 1 Invoices / 0 Checks | 850.00 | |
| 03144 | COLUMBUS TELEGRAM | | | | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|------------------------------|-------------------|--|-------------|-----------|
| 06/20/2023 | INVOICE | 118-60003415 | MEETING NOTICES, MINUTES | 1,116.46 | |
| 06/20/2023 | INVOICE | 118-60106294 | ADVERTISING | 277.00 | |
| | | | Total: | 1,393.46 | |
| | | | Net of 2 Invoices / 0 Checks | 1,393.46 | |
| 03143 | COLUMBUS TIRE & SERVICE | | | | |
| 06/20/2023 | INVOICE | 1-24934 | REPAIR TIRE | 25.00 | |
| | | | Total: | 25.00 | |
| | | | Net of 1 Invoices / 0 Checks | 25.00 | |
| 10307 | COLUMBUS WESTGATE, LLC | | | | |
| 06/20/2023 | INVOICE | 6.20.2023 | HOBBY LOBBY TAX ALLOCATION BONDS | 16,230.29 | |
| | | | Total: | 16,230.29 | |
| | | | Net of 1 Invoices / 0 Checks | 16,230.29 | |
| 11008 | CONFLUENCE INC | | | | |
| 06/20/2023 | INVOICE | 26431 | 23009 PAWNEE PARK/GERRARD PARK RENOVATION P: | 18,564.80 | |
| | | | Total: | 18,564.80 | |
| | | | Net of 1 Invoices / 0 Checks | 18,564.80 | |
| 03147 | CORNHUSKER PUBLIC POWER DIST | | | | |
| 06/20/2023 | INVOICE | 415030001 JUNE 23 | ELECTRICITY | 89.70 | |
| 06/20/2023 | INVOICE | 415030006 JUNE 23 | ELECTRICITY | 183.95 | |
| 06/20/2023 | INVOICE | 415030005 JUNE 23 | ELECTRICITY | 38.47 | |
| 06/20/2023 | INVOICE | 415030007 JUNE 23 | ELECTRICITY | 254.70 | |
| 06/20/2023 | INVOICE | 415030008 JUNE 23 | ELECTRICITY | 186.33 | |
| 06/20/2023 | INVOICE | 415030009 JUNE 23 | ELECTRICITY | 155.65 | |
| | | | Total: | 908.80 | |
| | | | Net of 6 Invoices / 0 Checks | 908.80 | |
| 01702 | COVER ONE | | | | |
| 06/20/2023 | INVOICE | 22701 | GLUE STRIPS FOR BOOK REPAIR | 498.20 | |
| | | | Total: | 498.20 | |
| | | | Net of 1 Invoices / 0 Checks | 498.20 | |
| 00338 | CROUCH RECREATION INC | | | | |
| 06/20/2023 | INVOICE | 2602 | PICNIC TABLES - 50% DEPOSIT | 16,400.50 | |
| | | | Total: | 16,400.50 | |
| | | | Net of 1 Invoices / 0 Checks | 16,400.50 | |
| 03149 | CULLIGAN OF COLUMBUS | | | | |
| 06/20/2023 | INVOICE | 268271 | REPAIR, FILTER CHANGE | 188.00 | |
| 06/20/2023 | INVOICE | 268112 | POU COOLER | 41.00 | |
| 06/20/2023 | INVOICE | 268142 | REVERSE OSMOSIS | 32.00 | |
| 06/20/2023 | INVOICE | 268149 | REVERSE OSMOSIS | 64.50 | |
| | | | Total: | 325.50 | |
| | | | Net of 4 Invoices / 0 Checks | 325.50 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------------------|-------------|--|-------------|-----------|
| 03152 06/20/2023 | DEMCO INC INVOICE | 7316921 | DRAWSTRIP BAGS, BOOKMARKS | 90.91 | |
| | | | Total: | 90.91 | |
| | | | Net of 1 Invoices / 0 Checks | 90.91 | |
| 11027 06/20/2023 | DICKEY LOGAN INVOICE | 6.13.2023 | UMP MEN'S LEAGUE | 60.00 | |
| | | | Total: | 60.00 | |
| | | | Net of 1 Invoices / 0 Checks | 60.00 | |
| 11014 06/20/2023 | DOMINGUEZ MARK INVOICE | 6.12.2023 | UMP MEN'S LEAGUE: 5/30, 6/6; MIXED LEAGUE: ! | 360.00 | |
| | | | Total: | 360.00 | |
| | | | Net of 1 Invoices / 0 Checks | 360.00 | |
| 03065 06/20/2023 | DOWNEY DRILLING INVOICE | 21-1878 | MOB, PRE TEST, REMOVE PUMP & INSPECT | 9,450.00 | |
| 06/20/2023 | INVOICE | 21-1878-1 | INJECT CHEMICAL TREATMENT #1 | 8,075.00 | |
| 06/20/2023 | INVOICE | 21-1878-2 | CLEAN & PAINT HEAD, REPAIR 2 STAGE 11 CLC G | 6,599.59 | |
| | | | Total: | 24,124.59 | |
| | | | Net of 3 Invoices / 0 Checks | 24,124.59 | |
| 00374 06/20/2023 | DUNBAR DOUGLAS INVOICE | 6012023GOLF | MONTHLY COMMISSIONS | 13,960.43 | |
| 06/20/2023 | INVOICE | 6012023GOLF | LIQUOR COMMISSIONS | 22,218.68 | |
| 06/20/2023 | INVOICE | 6.01.2023 | MONTHLY CONTRACT | 7,018.00 | |
| | | | Total: | 43,197.11 | |
| | | | Net of 3 Invoices / 0 Checks | 43,197.11 | |
| 03158 06/20/2023 | EAKES OFFICE SOLUTIONS INVOICE | 8735090-1 | LAMINATE | 40.05 | |
| 06/20/2023 | INVOICE | 8727031-0 | BADGE | 19.94 | |
| 06/20/2023 | INVOICE | INV461043 | COPIER CONTRACT | 112.03 | |
| | | | Total: | 172.02 | |
| | | | Net of 3 Invoices / 0 Checks | 172.02 | |
| 03161 06/20/2023 | ELECTRICAL ENGINEERING & INVOICE | 8264511-00 | VINYL COLOR CODING TAPE | 38.61 | |
| 06/20/2023 | INVOICE | 8253452-00 | AC DRIVE 5 HP 480V 3 PHASE | 1,033.41 | |
| | | | Total: | 1,072.02 | |
| | | | Net of 2 Invoices / 0 Checks | 1,072.02 | |
| 01597 06/20/2023 | ELECTRONIC ENGINEERING INVOICE | 853004914-1 | SEAT BELT RETRACTOR | 148.32 | |
| 06/20/2023 | INVOICE | 855002049-1 | CONNECTOR, ADAPTOR, CABLE | 36.89 | |
| | | | Total: | 185.21 | |
| | | | Net of 2 Invoices / 0 Checks | 185.21 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------|--------------------|--|-------------|-----------|
| 06/20/2023 | INVOICE | 404321073 | OVERSTOCK - REFUND TAX | (9.80) | |
| 06/20/2023 | INVOICE | 11303299393109018 | AMAZON - DRY ERASE MARKERS, D CELL BATTERIE: | 34.51 | |
| 06/20/2023 | INVOICE | 11324568888572265 | AMAZON - MOVING BOXES | 195.90 | |
| 06/20/2023 | INVOICE | 11360615732474648 | AMAZON - DVD'S | 115.78 | |
| 06/20/2023 | INVOICE | 5.29.2023 | CONSTANT CONTACT | 66.50 | |
| 06/20/2023 | INVOICE | 5996 | COLIBRI SYSTEM - BOOK COVERS | 895.40 | |
| 06/20/2023 | INVOICE | 11359513722437058 | AMAZON - SHOPPING BAGS | 27.47 | |
| 06/20/2023 | INVOICE | 11335945325278607 | AMAZON - MOVING BOXES | 131.96 | |
| 06/20/2023 | INVOICE | 404321073 | OVBERSTOCK - BENCH | 149.74 | |
| 06/20/2023 | INVOICE | 266812 | SUPER SAVER - CONCESSIONS | 44.06 | |
| 06/20/2023 | INVOICE | 230511279421371501 | WHEN TO WORK | 27.00 | |
| 06/20/2023 | INVOICE | 5.12.2023 | NEBRASKA SOFTBALL REGISTRATION | 730.00 | |
| 06/20/2023 | INVOICE | 11249374414110613 | AMAZON - NACHO CHEESE | 189.90 | |
| 06/20/2023 | INVOICE | 11270845806645814 | AMAZON - POPCORN BAGS | 44.99 | |
| 06/20/2023 | INVOICE | 1E098601R4393392R | NEBRASKA SOFTBALL ASSOCIATION- UMPIRE COURSI | 59.95 | |
| 06/20/2023 | INVOICE | 4RG890563N361591N | NEBRASKA SOFTBALL ASSOCIATION- UMPIRE COURSI | 59.95 | |
| 06/20/2023 | INVOICE | 72H07109D96983833 | NEBRASKA SOFTBALL ASSOCIATION- UMPIRE COURSI | 59.95 | |
| 06/20/2023 | INVOICE | 949766 | NEBRASKA SOFTBALL ASSOCIATION- UMPIRE COURSI | 59.95 | |
| 06/20/2023 | INVOICE | 649551 | HOBBY LOBBY | 47.27 | |
| 06/20/2023 | INVOICE | 3 | TWEET'S SPORT SHOP | 26.70 | |
| 06/20/2023 | INVOICE | 1124 | SAM'S CLUB | 117.98 | |
| 06/20/2023 | INVOICE | 9092 | SAM'S CLUB - CONCESSIONS | 418.06 | |
| 06/20/2023 | INVOICE | 9091 | SAM'S CLUB - CONCESSIONS | 323.20 | |
| 06/20/2023 | INVOICE | 38 | CASEY'S GENERAL | 46.17 | |
| 06/20/2023 | INVOICE | 45811 | GIT N GO | 48.55 | |
| 06/20/2023 | INVOICE | 52892970 | HAMPTON INN | 372.66 | |
| 06/20/2023 | INVOICE | 52892970 | HAMPTON INN | 372.66 | |
| 06/20/2023 | INVOICE | 6476653E7E680 | NE MUNICIPALITIES LEAGUE | 521.00 | |
| 06/20/2023 | INVOICE | 85087EE006820 | AMERICINN | 406.26 | |
| 06/20/2023 | INVOICE | 43070 | NASRO - REGULAR MEMBER | 40.00 | |
| 06/20/2023 | INVOICE | 9912633258 | STAPLES - TAPE, DUST OFF | 53.28 | |
| 06/20/2023 | INVOICE | 324119-00 | GYM CLOSET - VERTICLE CHALLENGER | 437.85 | |
| 06/20/2023 | INVOICE | HX0013265888 | OAKLEY - SUNGLASSES | 119.52 | |
| 06/20/2023 | INVOICE | 5.25.2023 | LA POLICE GEAR - POLO SHIRT | 57.01 | |
| 06/20/2023 | INVOICE | 1325 | LAW ENFORCEMENT RISK MANAGEMENT - VELASQUEZ | 150.00 | |
| 06/20/2023 | INVOICE | 11607 | CENTRIFUGE - BALLISTIC SHIELD | 1,075.00 | |
| 06/20/2023 | INVOICE | 70CC34EE-0001 | JOHN E REID & ASSOC | 630.00 | |
| 06/20/2023 | INVOICE | 1000022716 | TARPSTOP- VINYL AHSIVE CEMENT | 349.88 | |
| 06/20/2023 | INVOICE | 11339248180214616 | AMAZON - IGLOO - ARPA FUNDS | 219.96 | |
| 06/20/2023 | INVOICE | 11399725026513008 | AMAZON - HEAVY DUTY POWER CORD | 211.40 | |
| 06/20/2023 | INVOICE | 11222597081238638 | AMAZON - TONER | 228.70 | |
| 06/20/2023 | INVOICE | 11290148504923446 | AMAZON - HANDHELD BARCODE SCANNER | 109.90 | |
| 06/20/2023 | INVOICE | 11327958756776200 | AMAZON - HOT WATER BOTTLES-ARPA FUNDS | 60.40 | |
| 06/20/2023 | INVOICE | 11294712457377044 | AMAZON - HOLSTER BELT CLIP CASE | 9.99 | |
| 06/20/2023 | INVOICE | 11335488296993008 | AMAZON - INLINE COUPLER | 15.12 | |
| 06/20/2023 | INVOICE | 11391413544931414 | AMAZON - TYPE C CHARGING CABLE | 54.95 | |
| 06/20/2023 | INVOICE | 11217451785684254 | AMAZON - TONER | 55.59 | |
| 06/20/2023 | INVOICE | 11217071750945051 | AMAZON - OTTERBOX | 23.95 | |
| 06/20/2023 | INVOICE | 11224911671901849 | AMAZON - SCREEN PROTECTOR | 39.95 | |
| 06/20/2023 | INVOICE | 11284156696033043 | AMAZON - SCREEN PROTECTOR | 18.19 | |
| 06/20/2023 | INVOICE | 10611931 | EGNYTE INC | 39.76 | |
| 06/20/2023 | INVOICE | 5.22.2023 | RADAR INSTRUCTOR GRAND ISLAND | 54.27 | |
| 06/20/2023 | INVOICE | 6022023BHM | BHM WORLD HERALD SUBSCRIPTION | 29.99 | |
| 06/20/2023 | INVOICE | 101554095 | INTERNATIONAL CODE COUNCIL | 290.00 | |

| | |
|-------------------------------|-----------|
| Total: | 13,682.81 |
| Net of 77 Invoices / 0 Checks | 13,682.81 |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|---|-------------------|--|-------------|-----------|
| 10630 06/20/2023 | FIVE POINTS BANK INVOICE | 6.20.2023 | HOTEL-COLUMBUS LODGING TAX ALLOCATION BONDS | 27,195.76 | |
| | | | Total: | 27,195.76 | |
| | | | Net of 1 Invoices / 0 Checks | 27,195.76 | |
| 10720 06/20/2023 | FORVIS LLP INVOICE | BK01819504 | PROGRESS BILLING FOR AUDIT | 6,500.00 | |
| | | | Total: | 6,500.00 | |
| | | | Net of 1 Invoices / 0 Checks | 6,500.00 | |
| 00169 06/20/2023 | FRONTIER INVOICE | 40256277850209002 | NWP ALARM 5/30/23 TO 6/29/23 | 90.94 | |
| 06/20/2023 | INVOICE | 30818802060523942 | E911 PHONE CHARGES 05/30/23 TO 06/29/23 | 294.16 | |
| 06/20/2023 | INVOICE | 30818801750912722 | PHONE/INTERNET/FAX LINES | 2,088.35 | |
| | | | Total: | 2,473.45 | |
| | | | Net of 3 Invoices / 0 Checks | 2,473.45 | |
| 01789 06/20/2023 | GAVER TIRE & AUTO CENTER INC INVOICE | 76043 | TIRE | 131.04 | |
| | | | Total: | 131.04 | |
| | | | Net of 1 Invoices / 0 Checks | 131.04 | |
| 03174 06/20/2023 | GEHRING CONSTRUCTION & INVOICE | 6 | SID #189 48TH AVE FROM 23RD ST TO S OF BRAD: | 504,643.64 | |
| 06/20/2023 | INVOICE | 69796 | #52 LAKESHORE DR | 1,845.75 | |
| 06/20/2023 | INVOICE | 69939 | 2260 25TH AVE | 1,765.50 | |
| 06/20/2023 | INVOICE | 69986 | 3183 51ST AVE | 1,120.42 | |
| 06/20/2023 | INVOICE | 69987 | 22ND ST & 25TH AVE | 1,765.50 | |
| 06/20/2023 | INVOICE | 69707 | 2260 25TH AVE | 1,143.25 | |
| | | | Total: | 512,284.06 | |
| | | | Net of 6 Invoices / 0 Checks | 512,284.06 | |
| 03177 06/20/2023 | GENERAL TRAFFIC CONTROLS INC INVOICE | 23364 | TRAFFIC SIGNAL CONTROLLER LOST CREEK PARKWA | 74.58 | |
| | | | Total: | 74.58 | |
| | | | Net of 1 Invoices / 0 Checks | 74.58 | |
| 03110 06/20/2023 | GMV SYNCROMATICS-EASY RIDES INVOICE | PS-INV001676 | EASY RIDES ANNUAL FEES - JULY 1, 2023 TO JUL | 4,455.00 | |
| | | | Total: | 4,455.00 | |
| | | | Net of 1 Invoices / 0 Checks | 4,455.00 | |
| 10401 06/20/2023 | GOLFNOW INVOICE | INV00078020 | WEBSITE/EMAIL HOSTING | 185.66 | |
| | | | Total: | 185.66 | |
| | | | Net of 1 Invoices / 0 Checks | 185.66 | |
| 10627 | GRANVILLE CUSTOM HOMES, INC. | | | | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-----------------------------|--------------|--|-------------|-----------|
| 06/20/2023 | INVOICE | 6.20.2023 | FARM VIEW TAX ALLOCATION BONDS | 111,682.88 | |
| 06/20/2023 | INVOICE | 6.20.2023 | FRONTIER REDEVELOPMENT TAX ALLOCATION BONDS | 26,977.98 | |
| | | | Total: | 138,660.86 | |
| | | | Net of 2 Invoices / 0 Checks | 138,660.86 | |
| 02075 | GREAT PLAINS COMMUNICATIONS | | | | |
| 06/20/2023 | INVOICE | 996-426-0026 | INTERNET SERVICE 06/01-06/30 | 239.95 | |
| | | | Total: | 239.95 | |
| | | | Net of 1 Invoices / 0 Checks | 239.95 | |
| 10424 | GREAT PLAINS STATE BANK | | | | |
| 06/20/2023 | INVOICE | 6.20.2023 | APARTMENTS-WHO DEVELOPMENT TAX ALLOCATION B | 10,323.45 | |
| 06/20/2023 | INVOICE | 6.20.2023 | HOTEL-WHO DEVELOPMENT TAX ALLOCATION BONDS | 7,017.05 | |
| 06/20/2023 | INVOICE | 6.20.2023 | COLUMBUS RETAIL TAX ALLOCATION BONDS - #710: | 16,592.40 | |
| | | | Total: | 33,932.90 | |
| | | | Net of 3 Invoices / 0 Checks | 33,932.90 | |
| 02819 | GROSCH IRRIGATION CO INC. | | | | |
| 06/20/2023 | INVOICE | 4272023 | CHANGE ORDERS - SHORT SET IRRIGATIONS PUMPS | 7,592.83 | |
| 06/20/2023 | INVOICE | 17137 | SHORT SET IRRIGATION PUMPS | 48,383.45 | |
| | | | Total: | 55,976.28 | |
| | | | Net of 2 Invoices / 0 Checks | 55,976.28 | |
| 11017 | GUTIERREZ JUAN | | | | |
| 06/20/2023 | INVOICE | 6.12.2023 | UMP MEN'S LEAGUE: 5/30, MIXED LEAGUE: 5/31, | 240.00 | |
| | | | Total: | 240.00 | |
| | | | Net of 1 Invoices / 0 Checks | 240.00 | |
| 10666 | H & M ELECTRIC, INC. | | | | |
| 06/20/2023 | INVOICE | 11244 | WIRING FOR WATER HEATER | 795.47 | |
| | | | Total: | 795.47 | |
| | | | Net of 1 Invoices / 0 Checks | 795.47 | |
| 03183 | HADLEY-BRAITHWAIT COMPANY | | | | |
| 06/20/2023 | INVOICE | 228849 | CONCESSIONS | 122.85 | |
| 06/20/2023 | INVOICE | 228760 | CONCESSIONS | 727.75 | |
| 06/20/2023 | INVOICE | 228869 | CONCESSIONS | 222.95 | |
| 06/20/2023 | INVOICE | 228650 | POPPING OIL, POPCORN - GERARD PARK | 291.75 | |
| 06/20/2023 | INVOICE | 228942 | TOILET PAPER | 57.95 | |
| 06/20/2023 | INVOICE | 228972 | CASE NOVA PULL | 49.95 | |
| 06/20/2023 | INVOICE | 229058 | CONCESSIONS | 18.95 | |
| 06/20/2023 | INVOICE | 228858 | CENTER PULL TOWELS, MULTIFOLD TOWELS | 139.85 | |
| | | | Total: | 1,632.00 | |
| | | | Net of 8 Invoices / 0 Checks | 1,632.00 | |
| 03185 | HDR ENGINEERING INC | | | | |
| 06/20/2023 | INVOICE | 1200528990 | WATER & WASTEWATER USER RATE STUDY | 1,666.72 | |
| 06/20/2023 | INVOICE | 1200527493 | DESIGN & CONSTRUCTION PHASE SERVICES FOR LO: | 1,907.90 | |
| 06/20/2023 | INVOICE | 1200527492 | LOST CREEK OARKWAY SEWER PROJECT R21-130 | 8,577.31 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|---------------------------|-------------|---|-------------|-----------|
| | | | Total: | 12,151.93 | |
| | | | Net of 3 Invoices / 0 Checks | 12,151.93 | |
| 01424 | HEARTLAND NATURAL GAS LLC | | | | |
| 06/20/2023 | INVOICE | 120837 | NATURAL GAS | 639.94 | |
| 06/20/2023 | INVOICE | 120836 | NATURAL GAS | 1.65 | |
| 06/20/2023 | INVOICE | 120824 | NATURAL GAS | 636.63 | |
| 06/20/2023 | INVOICE | 120830 | NATURAL GAS | 4.96 | |
| 06/20/2023 | INVOICE | 120829 | NATURAL GAS | 0.31 | |
| 06/20/2023 | INVOICE | 120827 | NATURAL GAS | 2.97 | |
| 06/20/2023 | INVOICE | 120826 | NATURAL GAS | 18.83 | |
| 06/20/2023 | INVOICE | 120825 | NATURAL GAS | 17.84 | |
| 06/20/2023 | INVOICE | 120838 | NATURAL GAS | 14.21 | |
| 06/20/2023 | INVOICE | 120834 | NATURAL GAS | 28.41 | |
| 06/20/2023 | INVOICE | 120833 | NATURAL GAS | 0.99 | |
| 06/20/2023 | INVOICE | 120832 | NATURAL GAS | 52.53 | |
| 06/20/2023 | INVOICE | 120831 | NATURAL GAS | 4.96 | |
| 06/20/2023 | INVOICE | 120835 | NATURAL GAS | 2,074.76 | |
| | | | Total: | 3,498.99 | |
| | | | Net of 14 Invoices / 0 Checks | 3,498.99 | |
| 10975 | HEARTLAND OFFICE CLEANERS | | | | |
| 06/20/2023 | INVOICE | 20613 | JUNE CLEANING | 500.00 | |
| | | | Total: | 500.00 | |
| | | | Net of 1 Invoices / 0 Checks | 500.00 | |
| 02912 | HEATH AMANDA | | | | |
| 06/20/2023 | INVOICE | 6.02.2023 | FACE PAINTING | 300.00 | |
| | | | Total: | 300.00 | |
| | | | Net of 1 Invoices / 0 Checks | 300.00 | |
| 01724 | HOBBY LOBBY | | | | |
| 06/20/2023 | INVOICE | 122372615 | CRAFTS | 115.31 | |
| | | | Total: | 115.31 | |
| | | | Net of 1 Invoices / 0 Checks | 115.31 | |
| MISC | HOEFER DENNIS & KIMBERLY | | | | |
| 06/20/2023 | INVOICE | 06/06/2023 | UB refund for account: 100-07085-08 | 2.17 | |
| | | | Total: | 2.17 | |
| | | | Net of 1 Invoices / 0 Checks | 2.17 | |
| 00403 | HOWERTER MD MARK S | | | | |
| 06/20/2023 | INVOICE | MONHTLY | EMERGENCY MEDICAL DIRECTOR | 616.00 | |
| | | | Total: | 616.00 | |
| | | | Net of 1 Invoices / 0 Checks | 616.00 | |
| 03192 | HY-VEE INC | | | | |
| 06/20/2023 | INVOICE | 5877859958 | PUNCH & COOKIES/CAREGIVER SUPPORT GROUP | 15.97 | |
| 06/20/2023 | INVOICE | 5877639894 | CUPS, PLATES, COOKIES | 50.53 | |
| 06/20/2023 | INVOICE | 5878192605 | POPCORN, WATER | 32.35 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------------------|-------------|---|-------------|-----------|
| 06/20/2023 | INVOICE | 5877594782 | COFFEE, ICE, WATER, POP | 46.38 | |
| 06/20/2023 | INVOICE | 5877630105 | ROLLS, COOKIES | 53.96 | |
| 06/20/2023 | INVOICE | 5877932272 | WATER, POWERADE, CHIPS, POP, COOKIES | 69.70 | |
| | | | Total: | 268.89 | |
| | | | Net of 6 Invoices / 0 Checks | 268.89 | |
| 03194 | INGRAM LIBRARY SERVICES, INC | | | | |
| 06/20/2023 | INVOICE | 76118482 | MATERIALS | 61.99 | |
| | | | Total: | 61.99 | |
| | | | Net of 1 Invoices / 0 Checks | 61.99 | |
| 10268 | IOWA PUMP WORKS, INC. | | | | |
| 06/20/2023 | INVOICE | INV021254 | EQD INSERT, FEMALE | 68.90 | |
| | | | Total: | 68.90 | |
| | | | Net of 1 Invoices / 0 Checks | 68.90 | |
| 11020 | JACKSON KELLY | | | | |
| 06/20/2023 | INVOICE | 5.31.2023 | REFUND - INCORRECT MEMBERSHIP BOUGHT AC S/B | 200.00 | |
| | | | Total: | 200.00 | |
| | | | Net of 1 Invoices / 0 Checks | 200.00 | |
| 03199 | JACKSON SERVICES INC | | | | |
| 06/20/2023 | INVOICE | 5058223 | UNIFORMS | 25.69 | |
| 06/20/2023 | INVOICE | 5058225 | MAT | 40.00 | |
| 06/20/2023 | INVOICE | 5059249 | UNIFORMS | 75.30 | |
| 06/20/2023 | INVOICE | 5058246 | TEA TOWELS, BAR MOPS | 31.53 | |
| 06/20/2023 | INVOICE | 5061857 | CREDIT - REFUND MINIMUM STOP CHARGE | (15.17) | |
| 06/20/2023 | INVOICE | 5060153 | UNIFORMS | 26.61 | |
| 06/20/2023 | INVOICE | 5060152 | MAT | 2.92 | |
| 06/20/2023 | INVOICE | 5060151 | UNIFORMS | 98.66 | |
| 06/20/2023 | INVOICE | 5060150 | UNIFORMS | 121.14 | |
| 06/20/2023 | INVOICE | 5060144 | UNIFORMS | 118.56 | |
| 06/20/2023 | INVOICE | 5062705 | UNIFORMS | 25.69 | |
| 06/20/2023 | INVOICE | 5064594 | UNIFORMS | 27.33 | |
| 06/20/2023 | INVOICE | 5064593 | MATS, BAR TOWELS, SHOP TOWELS | 33.47 | |
| 06/20/2023 | INVOICE | 5064592 | UNIFORMS | 98.66 | |
| 06/20/2023 | INVOICE | 5064591 | MATS, ROLLER TOWELS, UNIFORMS | 153.80 | |
| 06/20/2023 | INVOICE | 5064584 | UNIFORMS | 135.06 | |
| 06/20/2023 | INVOICE | 5063785 | MATS | 43.05 | |
| 06/20/2023 | INVOICE | 5067853 | TEA TOWELS, BAR MOPS | 31.48 | |
| 06/20/2023 | INVOICE | 5061905 | NATS, MOPS, POLISH TOWELS, WINDSHIELD WIPE, | 133.64 | |
| | | | Total: | 1,207.42 | |
| | | | Net of 19 Invoices / 0 Checks | 1,207.42 | |
| 00532 | JEO CONSULTING GROUP INC | | | | |
| 06/20/2023 | INVOICE | 141910 | FLLD MITIGATION & RESILIENCY PLAN | 8,401.60 | |
| | | | Total: | 8,401.60 | |
| | | | Net of 1 Invoices / 0 Checks | 8,401.60 | |
| 10506 | JOHNSON CONTROLS FIRE PROTECTION LP | | | | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|---|-------------|--|-------------|-----------|
| 06/20/2023 | INVOICE | 23568654 | SERVICE AGREEMENT ON FIRE ALARM SYSTEM | 1,096.20 | |
| | | | Total: | 1,096.20 | |
| | | | Net of 1 Invoices / 0 Checks | 1,096.20 | |
| 01955 06/20/2023 | KEEP COLUMBUS BEAUTIFUL INVOICE | 58985 | REIMBURSEMENT VEHICLE INSURANCE | 670.35 | |
| | | | Total: | 670.35 | |
| | | | Net of 1 Invoices / 0 Checks | 670.35 | |
| 03202 06/20/2023 | KELLY SUPPLY COMPANY INVOICE | R12510489-0 | RETURN - ADPT FL | (36.08) | |
| 06/20/2023 | INVOICE | S12285419-0 | PLASTIC PIPE, 1/2 INSERT MALE, TEE, FEM ADP' | 159.48 | |
| 06/20/2023 | INVOICE | S12285377-0 | BUSHING, BALL VALVE, TEE, PLASTIC PIPE | 129.22 | |
| 06/20/2023 | INVOICE | S12285385-0 | PVC-40 90 ELL SXS, 2X1 1/2 PVC40 BUSHING SX' | 6.15 | |
| 06/20/2023 | INVOICE | S12285346-0 | STEEL COUPLER | 47.06 | |
| 06/20/2023 | INVOICE | S12285337-0 | BLACK PIPE, NIPPLE, BALL VALVE, VINYL TUBING | 153.56 | |
| | | | Total: | 459.39 | |
| | | | Net of 6 Invoices / 0 Checks | 459.39 | |
| 03205 06/20/2023 | KIRKHAM MICHAEL & ASSOCIATES INVOICE | 91859 | HANGAR FLOOR & APRON REHAB FOR BLDING 1406 | 9,612.52 | |
| 06/20/2023 | INVOICE | 84955 | HANGAR FLOOR & APRON REHAB FOR BLDING 1406 | 619.70 | |
| 06/20/2023 | INVOICE | 91285 | HANGAR TAXIWAY 2023 | 1,346.67 | |
| | | | Total: | 11,578.89 | |
| | | | Net of 3 Invoices / 0 Checks | 11,578.89 | |
| MISC 06/20/2023 | KLOPPEL JOHN INVOICE | 06/14/2023 | UB refund for account: 400-71550-01 | 52.92 | |
| | | | Total: | 52.92 | |
| | | | Net of 1 Invoices / 0 Checks | 52.92 | |
| 10843 06/20/2023 | KPE ARCHITECTURE ENGINEERING INVOICE | 9182 | 626-001 COCOL - DESIGN SERVICES FOR CITY BLI | 1,730.00 | |
| | | | Total: | 1,730.00 | |
| | | | Net of 1 Invoices / 0 Checks | 1,730.00 | |
| 10247 06/20/2023 | LABORDE, ADAM INVOICE | GIS-0016 | GIS SUPPORT SERVICE - MAY 2023 | 1,200.00 | |
| | | | Total: | 1,200.00 | |
| | | | Net of 1 Invoices / 0 Checks | 1,200.00 | |
| 00012 06/20/2023 | LAKEVIEW SMALL ENGINE INC INVOICE | 050657 | BLADE | 107.40 | |
| 06/20/2023 | INVOICE | 050873 | CLUTCH | 313.78 | |
| | | | Total: | 421.18 | |
| | | | Net of 2 Invoices / 0 Checks | 421.18 | |
| 02236 | LANGUAGE LINE SERVICES INC | | | | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------------|----------------|-------------------------------|-------------|-----------|
| 06/20/2023 | INVOICE | 11019584 | OVER THE PHONE INTERPRETATION | 76.87 | |
| 06/20/2023 | INVOICE | 11012176 | OVER THE PHONE INTERPRETATION | 129.76 | |
| | | | Total: | 206.63 | |
| | | | Net of 2 Invoices / 0 Checks | 206.63 | |
| 10301 | LARSON FAMILY REAL ESTATE | | | | |
| 06/20/2023 | INVOICE | 6.20.2023 | SLUMBERLAND TIF BOND PAYMENTS | 11,489.50 | |
| | | | Total: | 11,489.50 | |
| | | | Net of 1 Invoices / 0 Checks | 11,489.50 | |
| 00650 | LAW ENFORCEMENT TARGETS, INC. | | | | |
| 06/20/2023 | INVOICE | 0571003-IN | TARGETS | 1,592.37 | |
| | | | Total: | 1,592.37 | |
| | | | Net of 1 Invoices / 0 Checks | 1,592.37 | |
| 02596 | LAWSON PRODUCTS | | | | |
| 06/20/2023 | INVOICE | 9310664264 | GATES 2-BRAID HOSE | 724.50 | |
| | | | Total: | 724.50 | |
| | | | Net of 1 Invoices / 0 Checks | 724.50 | |
| 00518 | LOSEKE LAKE STOP LLC | | | | |
| 06/20/2023 | INVOICE | 9575 | SOD ROLLS | 29.52 | |
| | | | Total: | 29.52 | |
| | | | Net of 1 Invoices / 0 Checks | 29.52 | |
| 03214 | LOUP POWER DISTRICT | | | | |
| 06/20/2023 | INVOICE | 169003 JUNE 23 | ELECTRICITY | 27.33 | |
| 06/20/2023 | INVOICE | 169004 JUNE 23 | ELECTRICITY | 574.24 | |
| 06/20/2023 | INVOICE | 169005 JUNE 23 | ELECTRICITY | 31.50 | |
| 06/20/2023 | INVOICE | 169008 JUNE 23 | ELECTRICITY | 27.64 | |
| 06/20/2023 | INVOICE | 169009 JUNE 23 | ELECTRICITY | 27.13 | |
| 06/20/2023 | INVOICE | 169016 JUNE 23 | ELECTRICITY | 362.30 | |
| 06/20/2023 | INVOICE | 169017 JUNE 23 | ELECTRICITY | 25.00 | |
| 06/20/2023 | INVOICE | 169018 JUNE 23 | ELECTRICITY | 10.13 | |
| 06/20/2023 | INVOICE | 169019 JUNE 23 | ELECTRICITY | 225.40 | |
| 06/20/2023 | INVOICE | 169020 JUNE 23 | ELECTRICITY | 12.91 | |
| 06/20/2023 | INVOICE | 169022 JUNE 23 | ELECTRICITY | 25.30 | |
| 06/20/2023 | INVOICE | 169023 JUNE 23 | ELECTRICITY | 232.70 | |
| 06/20/2023 | INVOICE | 169024 JUNE 23 | ELECTRICITY | 54.68 | |
| 06/20/2023 | INVOICE | 169026 JUNE 23 | ELECTRICITY | 91.28 | |
| 06/20/2023 | INVOICE | 169027 JUNE 23 | ELECTRICITY | 12.91 | |
| 06/20/2023 | INVOICE | 169028 JUNE 23 | ELECTRICITY | 540.87 | |
| 06/20/2023 | INVOICE | 169029 JUNE 23 | ELECTRICITY | 1,028.45 | |
| 06/20/2023 | INVOICE | 169030 JUNE 23 | ELECTRICITY | 109.87 | |
| 06/20/2023 | INVOICE | 169031 JUNE 23 | ELECTRICITY | 61.98 | |
| 06/20/2023 | INVOICE | 169033 JUNE 23 | ELECTRICITY | 35.98 | |
| 06/20/2023 | INVOICE | 169034 JUNE 23 | ELECTRICITY | 25.71 | |
| 06/20/2023 | INVOICE | 169035 JUNE 23 | ELECTRICITY | 25.30 | |
| 06/20/2023 | INVOICE | 169036 JUNE 23 | ELECTRICITY | 159.63 | |
| 06/20/2023 | INVOICE | 169038 JUNE 23 | ELECTRICITY | 4,241.60 | |
| 06/20/2023 | INVOICE | 169039 JUNE 23 | ELECTRICITY | 34.74 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------|----------------|-------------|-------------|-----------|
| 06/20/2023 | INVOICE | 169041 JUNE 23 | ELECTRICITY | 31.60 | |
| 06/20/2023 | INVOICE | 169043 JUNE 23 | ELECTRICITY | 38.20 | |
| 06/20/2023 | INVOICE | 169044 JUNE 23 | ELECTRICITY | 37.99 | |
| 06/20/2023 | INVOICE | 169045 JUNE 23 | ELECTRICITY | 38.20 | |
| 06/20/2023 | INVOICE | 169046 JUNE 23 | ELECTRICITY | 36.00 | |
| 06/20/2023 | INVOICE | 169047 JUNE 23 | ELECTRICITY | 25.20 | |
| 06/20/2023 | INVOICE | 169048 JUNE 23 | ELECTRICITY | 78.90 | |
| 06/20/2023 | INVOICE | 169050 JUNE 23 | ELECTRICITY | 122.26 | |
| 06/20/2023 | INVOICE | 169051 JUNE 23 | ELECTRICITY | 25.41 | |
| 06/20/2023 | INVOICE | 169053 JUNE 23 | ELECTRICITY | 43.70 | |
| 06/20/2023 | INVOICE | 169055 JUNE 23 | ELECTRICITY | 25.41 | |
| 06/20/2023 | INVOICE | 169056 JUNE 23 | ELECTRICITY | 39.62 | |
| 06/20/2023 | INVOICE | 169057 JUNE 23 | ELECTRICITY | 25.30 | |
| 06/20/2023 | INVOICE | 169058 JUNE 23 | ELECTRICITY | 39.31 | |
| 06/20/2023 | INVOICE | 169060 JUNE 23 | ELECTRICITY | 28.25 | |
| 06/20/2023 | INVOICE | 169061 JUNE 23 | ELECTRICITY | 32.31 | |
| 06/20/2023 | INVOICE | 169062 JUNE 23 | ELECTRICITY | 163.55 | |
| 06/20/2023 | INVOICE | 169064 JUNE 23 | ELECTRICITY | 30.99 | |
| 06/20/2023 | INVOICE | 169065 JUNE 23 | ELECTRICITY | 426.24 | |
| 06/20/2023 | INVOICE | 169066 JUNE 23 | ELECTRICITY | 41.65 | |
| 06/20/2023 | INVOICE | 169067 JUNE 23 | ELECTRICITY | 1,010.61 | |
| 06/20/2023 | INVOICE | 169068 JUNE 23 | ELECTRICITY | 1,083.36 | |
| 06/20/2023 | INVOICE | 169069 JUNE 23 | ELECTRICITY | 246.52 | |
| 06/20/2023 | INVOICE | 169072 JUNE 23 | ELECTRICITY | 250.00 | |
| 06/20/2023 | INVOICE | 169073 JUNE 23 | ELECTRICITY | 36.98 | |
| 06/20/2023 | INVOICE | 169074 JUNE 23 | ELECTRICITY | 30.58 | |
| 06/20/2023 | INVOICE | 169077 JUNE 23 | ELECTRICITY | 25.61 | |
| 06/20/2023 | INVOICE | 169080 JUNE 23 | ELECTRICITY | 123.80 | |
| 06/20/2023 | INVOICE | 169081 JUNE 23 | ELECTRICITY | 35.66 | |
| 06/20/2023 | INVOICE | 169082 JUNE 23 | ELECTRICITY | 103.40 | |
| 06/20/2023 | INVOICE | 169083 JUNE 23 | ELECTRICITY | 891.88 | |
| 06/20/2023 | INVOICE | 169084 JUNE 23 | ELECTRICITY | 2,465.77 | |
| 06/20/2023 | INVOICE | 169085 JUNE 23 | ELECTRICITY | 1,896.16 | |
| 06/20/2023 | INVOICE | 169086 JUNE 23 | ELECTRICITY | 1,633.85 | |
| 06/20/2023 | INVOICE | 169087 JUNE 23 | ELECTRICITY | 106.51 | |
| 06/20/2023 | INVOICE | 169089 JUNE 23 | ELECTRICITY | 33.12 | |
| 06/20/2023 | INVOICE | 169090 JUNE 23 | ELECTRICITY | 35.45 | |
| 06/20/2023 | INVOICE | 169091 JUNE 23 | ELECTRICITY | 138.21 | |
| 06/20/2023 | INVOICE | 169092 JUNE 23 | ELECTRICITY | 291.64 | |
| 06/20/2023 | INVOICE | 169093 JUNE 23 | ELECTRICITY | 64.43 | |
| 06/20/2023 | INVOICE | 169094 JUNE 23 | ELECTRICITY | 48.69 | |
| 06/20/2023 | INVOICE | 169096 JUNE 23 | ELECTRICITY | 857.28 | |
| 06/20/2023 | INVOICE | 169097 JUNE 23 | ELECTRICITY | 29.26 | |
| 06/20/2023 | INVOICE | 169098 JUNE 23 | ELECTRICITY | 35.13 | |
| 06/20/2023 | INVOICE | 169099 JUNE 23 | ELECTRICITY | 25.30 | |
| 06/20/2023 | INVOICE | 169107 JUNE 23 | ELECTRICITY | 54.73 | |
| 06/20/2023 | INVOICE | 169112 JUNE 23 | ELECTRICITY | 110.67 | |
| 06/20/2023 | INVOICE | 169116 JUNE 23 | ELECTRICITY | 50.76 | |
| 06/20/2023 | INVOICE | 169118 JUNE 23 | ELECTRICITY | 38.70 | |
| 06/20/2023 | INVOICE | 169120 JUNE 23 | ELECTRICITY | 2,326.56 | |
| 06/20/2023 | INVOICE | 169121 JUNE 23 | ELECTRICITY | 4,795.20 | |
| 06/20/2023 | INVOICE | 169122 JUNE 23 | ELECTRICITY | 2,823.84 | |
| 06/20/2023 | INVOICE | 169123 JUNE 23 | ELECTRICITY | 46.52 | |
| 06/20/2023 | INVOICE | 169124 JUNE 23 | ELECTRICITY | 58.09 | |
| 06/20/2023 | INVOICE | 169125 JUNE 23 | ELECTRICITY | 46.15 | |
| 06/20/2023 | INVOICE | 169126 JUNE 23 | ELECTRICITY | 82.75 | |
| 06/20/2023 | INVOICE | 169127 JUNE 23 | ELECTRICITY | 45.14 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------|----------------|-------------|-------------|-----------|
| 06/20/2023 | INVOICE | 169130 JUNE 23 | ELECTRICITY | 37.42 | |
| 06/20/2023 | INVOICE | 169131 JUNE 23 | ELECTRICITY | 4.15 | |
| 06/20/2023 | INVOICE | 169132 JUNE 23 | ELECTRICITY | 55.45 | |
| 06/20/2023 | INVOICE | 400001 JUNE 23 | ELECTRICITY | 1,016.67 | |
| 06/20/2023 | INVOICE | 400002 JUNE 23 | ELECTRICITY | 913.18 | |
| 06/20/2023 | INVOICE | 400003 JUNE 23 | ELECTRICITY | 45.03 | |
| 06/20/2023 | INVOICE | 400004 JUNE 23 | ELECTRICITY | 676.51 | |
| 06/20/2023 | INVOICE | 400005 JUNE 23 | ELECTRICITY | 27.84 | |
| 06/20/2023 | INVOICE | 400006 JUNE 23 | ELECTRICITY | 25.41 | |
| 06/20/2023 | INVOICE | 400008 JUNE 23 | ELECTRICITY | 25.41 | |
| 06/20/2023 | INVOICE | 400009 JUNE 23 | ELECTRICITY | 47.53 | |
| 06/20/2023 | INVOICE | 400010 JUNE 23 | ELECTRICITY | 42.26 | |
| 06/20/2023 | INVOICE | 400011 JUNE 23 | ELECTRICITY | 28.45 | |
| 06/20/2023 | INVOICE | 400012 JUNE 23 | ELECTRICITY | 33.12 | |
| 06/20/2023 | INVOICE | 400013 JUNE 23 | ELECTRICITY | 33.93 | |
| 06/20/2023 | INVOICE | 400015 JUNE 23 | ELECTRICITY | 321.20 | |
| 06/20/2023 | INVOICE | 400016 JUNE 23 | ELECTRICITY | 46.76 | |
| 06/20/2023 | INVOICE | 400017 JUNE 23 | ELECTRICITY | 44.49 | |
| 06/20/2023 | INVOICE | 400018 JUNE 23 | ELECTRICITY | 39.21 | |
| 06/20/2023 | INVOICE | 400019 JUNE 23 | ELECTRICITY | 206.91 | |
| 06/20/2023 | INVOICE | 400020 JUNE 23 | ELECTRICITY | 438.08 | |
| 06/20/2023 | INVOICE | 400023 JUNE 23 | ELECTRICITY | 268.78 | |
| 06/20/2023 | INVOICE | 400024 JUNE 23 | ELECTRICITY | 32.92 | |
| 06/20/2023 | INVOICE | 400025 JUNE 23 | ELECTRICITY | 71.69 | |
| 06/20/2023 | INVOICE | 400026 JUNE 23 | ELECTRICITY | 57.68 | |
| 06/20/2023 | INVOICE | 400028 JUNE 23 | ELECTRICITY | 72.19 | |
| 06/20/2023 | INVOICE | 400029 JUNE 23 | ELECTRICITY | 80.25 | |
| 06/20/2023 | INVOICE | 400030 JUNE 23 | ELECTRICITY | 37.18 | |
| 06/20/2023 | INVOICE | 400031 JUNE 23 | ELECTRICITY | 91.48 | |
| 06/20/2023 | INVOICE | 400032 JUNE 23 | ELECTRICITY | 82.22 | |
| 06/20/2023 | INVOICE | 400033 JUNE 23 | ELECTRICITY | 98.38 | |
| 06/20/2023 | INVOICE | 400034 JUNE 23 | ELECTRICITY | 25.41 | |
| 06/20/2023 | INVOICE | 400036 JUNE 23 | ELECTRICITY | 1,968.74 | |
| 06/20/2023 | INVOICE | 400037 JUNE 23 | ELECTRICITY | 41.14 | |
| 06/20/2023 | INVOICE | 400039 JUNE 23 | ELECTRICITY | 69.48 | |
| 06/20/2023 | INVOICE | 400040 JUNE 23 | ELECTRICITY | 27,296.97 | |
| 06/20/2023 | INVOICE | 400041 JUNE 23 | ELECTRICITY | 247.04 | |
| 06/20/2023 | INVOICE | 400042 JUNE 23 | ELECTRICITY | 31.80 | |
| 06/20/2023 | INVOICE | 400044 JUNE 23 | ELECTRICITY | 39.17 | |
| 06/20/2023 | INVOICE | 400046 JUNE 23 | ELECTRICITY | 26.38 | |
| 06/20/2023 | INVOICE | 400047 JUNE 23 | ELECTRICITY | 223.02 | |
| 06/20/2023 | INVOICE | 400048 JUNE 23 | ELECTRICITY | 336.18 | |
| 06/20/2023 | INVOICE | 400049 JUNE 23 | ELECTRICITY | 213.83 | |
| 06/20/2023 | INVOICE | 400051 JUNE 23 | ELECTRICITY | 27.64 | |
| 06/20/2023 | INVOICE | 400052 JUNE 23 | ELECTRICITY | 52.41 | |
| 06/20/2023 | INVOICE | 400055 JUNE 23 | ELECTRICITY | 25.00 | |
| 06/20/2023 | INVOICE | 400057 JUNE 23 | ELECTRICITY | 69.29 | |
| 06/20/2023 | INVOICE | 400059 JUNE 23 | ELECTRICITY | 143.65 | |
| 06/20/2023 | INVOICE | 400060 JUNE 23 | ELECTRICITY | 10,009.60 | |
| 06/20/2023 | INVOICE | 400061 JUNE 23 | ELECTRICITY | 36.57 | |
| 06/20/2023 | INVOICE | 400062 JUNE 23 | ELECTRICITY | 35.15 | |
| 06/20/2023 | INVOICE | 400063 JUNE 23 | ELECTRICITY | 35.35 | |
| 06/20/2023 | INVOICE | 400065 JUNE 23 | ELECTRICITY | 4,073.61 | |
| 06/20/2023 | INVOICE | 400068 JUNE 23 | ELECTRICITY | 58.90 | |
| 06/20/2023 | INVOICE | 400069 JUNE 23 | ELECTRICITY | 35.76 | |
| 06/20/2023 | INVOICE | 400070 JUNE 23 | ELECTRICITY | 6,136.75 | |
| 06/20/2023 | INVOICE | 400071 JUNE 23 | ELECTRICITY | 33.73 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------------|-------------------------|----------------|---|-------------|-----------|
| 06/20/2023 | INVOICE | 400072 JUNE 23 | ELECTRICITY | 33.53 | |
| 06/20/2023 | INVOICE | 400073 JUNE 23 | ELECTRICITY | 36.88 | |
| 06/20/2023 | INVOICE | 400075 JUNE 23 | ELECTRICITY | 36.67 | |
| 06/20/2023 | INVOICE | 400076 JUNE 23 | ELECTRICITY | 32.71 | |
| 06/20/2023 | INVOICE | 400077 JUNE 23 | ELECTRICITY | 27.94 | |
| 06/20/2023 | INVOICE | 400078 JUNE 23 | ELECTRICITY | 15.00 | |
| 06/20/2023 | INVOICE | 400079 JUNE 23 | ELECTRICITY | 197.98 | |
| 06/20/2023 | INVOICE | 400081 JUNE 23 | ELECTRICITY | 66.86 | |
| 06/20/2023 | INVOICE | 400083 JUNE 23 | ELECTRICITY | 50.48 | |
| 06/20/2023 | INVOICE | 400084 JUNE 23 | ELECTRICITY | 51.59 | |
| 06/20/2023 | INVOICE | 400085 JUNE 23 | ELECTRICITY | 29.67 | |
| 06/20/2023 | INVOICE | 400088 JUNE 23 | ELECTRICITY | 34.23 | |
| 06/20/2023 | INVOICE | 400089 JUNE 23 | ELECTRICITY | 92.84 | |
| 06/20/2023 | INVOICE | 400090 JUNE 23 | ELECTRICITY | 61.58 | |
| 06/20/2023 | INVOICE | 400091 JUNE 23 | ELECTRICITY | 122.79 | |
| 06/20/2023 | INVOICE | 400092 JUNE 23 | ELECTRICITY | 27.84 | |
| 06/20/2023 | INVOICE | 400093 JUNE 23 | ELECTRICITY | 37.99 | |
| 06/20/2023 | INVOICE | 400094 JUNE 23 | ELECTRICITY | 121.15 | |
| 06/20/2023 | INVOICE | 400095 JUNE 23 | ELECTRICITY | 106.95 | |
| 06/20/2023 | INVOICE | 400096 JUNE 23 | ELECTRICITY | 997.52 | |
| 06/20/2023 | INVOICE | 400097 JUNE 23 | ELECTRICITY | 223.80 | |
| 06/20/2023 | INVOICE | 400098 JUNE 23 | ELECTRICITY | 98.50 | |
| 06/20/2023 | INVOICE | 400099 JUNE 23 | ELECTRICITY | 299.16 | |
| Total: | | | | 90,410.99 | |
| Net of 162 Invoices / 0 Checks | | | | 90,410.99 | |
| 11029 | LOVE SIGNS | | | | |
| 06/20/2023 | INVOICE | 231073-1 | REPLACEMENT FACES FOR EXISTING SIGN | 1,437.78 | |
| Total: | | | | 1,437.78 | |
| Net of 1 Invoices / 0 Checks | | | | 1,437.78 | |
| 03215 | M & O DOOR PRODUCTS | | | | |
| 06/20/2023 | INVOICE | IN103865 | DEADLOCK | 58.36 | |
| Total: | | | | 58.36 | |
| Net of 1 Invoices / 0 Checks | | | | 58.36 | |
| 02806 | MACQUEEN EQUIPMENT | | | | |
| 06/20/2023 | INVOICE | P10800 | MAIN BROOM COVER | 303.09 | |
| 06/20/2023 | INVOICE | P10799 | TUBE BROOM, BEARING MAIN BROOM, EXTENSION | 955.80 | |
| 06/20/2023 | INVOICE | P10740 | BELT-CHEVRON | 3,206.57 | |
| 06/20/2023 | INVOICE | P10921 | RAD/OIL COOLER | 2,269.18 | |
| Total: | | | | 6,734.64 | |
| Net of 4 Invoices / 0 Checks | | | | 6,734.64 | |
| 10213 | MAHASKA | | | | |
| 06/20/2023 | INVOICE | MAR0018318 | COLD BREW | 230.00 | |
| Total: | | | | 230.00 | |
| Net of 1 Invoices / 0 Checks | | | | 230.00 | |
| 11025 | MARTIN SPROCKET & GEAR | | | | |
| 06/20/2023 | INVOICE | 891151 | PLASTIC TROUGH LINER | 4,213.00 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|---------------------------------|-------------|--|-------------|-----------|
| | | | Total: | 4,213.00 | |
| | | | Net of 1 Invoices / 0 Checks | 4,213.00 | |
| 03212 | MATHESON-LINWELD | | | | |
| 06/20/2023 | INVOICE | 0027824711 | OXYGEN USP SZ DA EXCHANGE | 230.23 | |
| 06/20/2023 | INVOICE | 52176122 | MEDICAL OXYGEN | 30.06 | |
| 06/20/2023 | INVOICE | 0027882131 | ACETYLENE | 111.00 | |
| | | | Total: | 371.29 | |
| | | | Net of 3 Invoices / 0 Checks | 371.29 | |
| 00083 | MECHANICAL SALES INC | | | | |
| 06/20/2023 | INVOICE | 55892 | MAINTENANCE REPAIR AGREEMENT | 8,344.00 | |
| | | | Total: | 8,344.00 | |
| | | | Net of 1 Invoices / 0 Checks | 8,344.00 | |
| 10692 | MEDLINE INDUSTRIES INC | | | | |
| 06/20/2023 | INVOICE | 2268066595 | GLOVES | 181.98 | |
| | | | Total: | 181.98 | |
| | | | Net of 1 Invoices / 0 Checks | 181.98 | |
| 03220 | MENARDS | | | | |
| 06/20/2023 | INVOICE | 87626 | SPRAYWAY GLASS CLEANER, FUEL TREATMENT | 19.43 | |
| 06/20/2023 | INVOICE | 87624 | HOSE CART, HOSE, PAIL, CAR WASH, TOWELS, WA: | 573.67 | |
| 06/20/2023 | INVOICE | 87536 | APPLIANCE DOLLY | 189.99 | |
| 06/20/2023 | INVOICE | 87484 | SPRAY PAINT, CAULK, GREASE FITTING, SANDING | 20.87 | |
| 06/20/2023 | INVOICE | 87480 | METAL CUTTING | 22.68 | |
| 06/20/2023 | INVOICE | 87392 | 4 1/2" METAL GRINDING & CUTTING | 13.44 | |
| 06/20/2023 | INVOICE | 87035 | 4' STEP LADDER | 13.09 | |
| 06/20/2023 | INVOICE | 86915 | BOX NAILS, POST ANCHOR, WDG ANCHOR, HAMMER 1 | 84.74 | |
| 06/20/2023 | INVOICE | 86916 | 4X4-12' GREEN TREATED | 22.92 | |
| 06/20/2023 | INVOICE | 86799 | 4.75GAL FIBERED, PVC COATED WORK GLOVE, 29O: | 69.16 | |
| 06/20/2023 | INVOICE | 86993 | SLV ANCHOR, 4X4 POST ANCHOR, 4X4-12' GREEN ' | 83.02 | |
| 06/20/2023 | INVOICE | 86996 | WATER, FIREMAN'S NOZZLE, 25' TAPE, VALVE TO | 64.80 | |
| 06/20/2023 | INVOICE | 87071 | AIR FILTERS | 263.67 | |
| | | | Total: | 1,441.48 | |
| | | | Net of 13 Invoices / 0 Checks | 1,441.48 | |
| 03222 | MID-AMERICAN RESEARCH | | | | |
| 06/20/2023 | INVOICE | 0792401-IN | HYDROCHLORIC ACID | 5,951.00 | |
| 06/20/2023 | INVOICE | 0792709-IN | LINER, 53" HANDLE, SCRUB DECK BRUSH | 376.60 | |
| | | | Total: | 6,327.60 | |
| | | | Net of 2 Invoices / 0 Checks | 6,327.60 | |
| 00205 | MID-STATE ENGINEERING & TESTING | | | | |
| 06/20/2023 | INVOICE | 284-1 | MUNICIPAL AIRPORT | 420.00 | |
| 06/20/2023 | INVOICE | 268-0 | CONSTRUCTION TESTING SERVICES 5/1/23 - 5/31. | 451.00 | |
| 06/20/2023 | INVOICE | 280-0 | COLUMBUS PAVING IMPROVEMENTS SID 189 | 2,081.50 | |
| 06/20/2023 | INVOICE | 287-0 | LOST CREEK PARKWAY SEWER & WATERMAIN | 255.50 | |
| | | | Total: | 3,208.00 | |
| | | | Net of 4 Invoices / 0 Checks | 3,208.00 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|--|-------------|---|-------------|-----------|
| 03224 06/20/2023 | MIDWEST LABORATORIES INC INVOICE | 1136889 | WATER TESTING & SUPPLIES | 484.86 | |
| | | | Total: | 484.86 | |
| | | | Net of 1 Invoices / 0 Checks | 484.86 | |
| 03226 06/20/2023 | MIDWEST SERVICE & SALES CO INVOICE | 0033909 | 5' WHITE PLASTIC FLEX POSTS | 1,187.50 | |
| | | | Total: | 1,187.50 | |
| | | | Net of 1 Invoices / 0 Checks | 1,187.50 | |
| 00463 06/20/2023 | MIKE'S TOWING INVOICE | 39681 | TOWING | 150.00 | |
| 06/20/2023 | INVOICE | 39683 | TOWING | 150.00 | |
| 06/20/2023 | INVOICE | 39686 | TOWING | 150.00 | |
| 06/20/2023 | INVOICE | 23-0518-504 | TOWING | 800.00 | |
| 06/20/2023 | INVOICE | 39694 | TOWING | 150.00 | |
| 06/20/2023 | INVOICE | 39696 | TOWING | 150.00 | |
| 06/20/2023 | INVOICE | 39704 | TOWING | 150.00 | |
| 06/20/2023 | INVOICE | 39707 | TOWING | 150.00 | |
| | | | Total: | 1,850.00 | |
| | | | Net of 8 Invoices / 0 Checks | 1,850.00 | |
| 10824 06/20/2023 | MROCZEK CODY INVOICE | 6.14.2023 | TOURNAMENT DIRECTOR JUNE 9-11, FIELD WORK | 1,460.00 | |
| | | | Total: | 1,460.00 | |
| | | | Net of 1 Invoices / 0 Checks | 1,460.00 | |
| 00153 06/20/2023 | MUELLER SPRINKLERS INVOICE | 9087 | BUSHING, PLASTIC, FAN PUMP BELT | 54.56 | |
| 06/20/2023 | INVOICE | 9090 | 12 HUNTER I 25 ADV | 1,067.76 | |
| 06/20/2023 | INVOICE | 9080 | CLUTCH KIT | 470.54 | |
| | | | Total: | 1,592.86 | |
| | | | Net of 3 Invoices / 0 Checks | 1,592.86 | |
| 11018 06/20/2023 | MW MINI MELTS LLC INVOICE | 1054 | MINI MELTS | 2,491.00 | |
| | | | Total: | 2,491.00 | |
| | | | Net of 1 Invoices / 0 Checks | 2,491.00 | |
| 10225 06/20/2023 | NAPA AUTO PARTS OF COLUMBUS INVOICE | 733348 | IMPACT WRENCH | 479.00 | |
| 06/20/2023 | INVOICE | 733291 | GREASE FITTING | 9.98 | |
| | | | Total: | 488.98 | |
| | | | Net of 2 Invoices / 0 Checks | 488.98 | |
| 10306 06/20/2023 | NBC CAPITAL, LLC INVOICE | 6.20.2023 | RAMADA TIF PAYMENT | 31,013.44 | |
| | | | Total: | 31,013.44 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|---|-------------|------------------------------------|-------------|-----------|
| | | | Net of 1 Invoices / 0 Checks | 31,013.44 | |
| 10263 06/20/2023 | NEBRASKA STATE PATROL INVOICE | 1373380 | 2023 TRACS USER LICENSE FEES | 1,537.50 | |
| | | | Total: | 1,537.50 | |
| | | | Net of 1 Invoices / 0 Checks | 1,537.50 | |
| 00070 06/20/2023 | NORFOLK DAILY NEWS INVOICE | 26983 | BANNER AG | 175.00 | |
| | | | Total: | 175.00 | |
| | | | Net of 1 Invoices / 0 Checks | 175.00 | |
| 03246 06/20/2023 | NORTHEAST NEBRASKA ECONOMIC INVOICE | 24396 | FY 2023-2024 MEMBERSHIP FEES | 26,911.36 | |
| | | | Total: | 26,911.36 | |
| | | | Net of 1 Invoices / 0 Checks | 26,911.36 | |
| 03245 06/20/2023 | NORTHEAST NEBRASKA SOLID INVOICE | 5.31.2023 | LANDFILL CHARGES | 71,237.47 | |
| | | | Total: | 71,237.47 | |
| | | | Net of 1 Invoices / 0 Checks | 71,237.47 | |
| 11026 06/20/2023 | NOVAK CALVIN INVOICE | 4.26.2023 | NREMT TESTING, FINGERPRINTS | 152.13 | |
| | | | Total: | 152.13 | |
| | | | Net of 1 Invoices / 0 Checks | 152.13 | |
| 03248 06/20/2023 | NOVICKI FIRE PREVENTION SERVCS INVOICE | 093-23 | YEARLY INSPECTION | 87.00 | |
| | | | Total: | 87.00 | |
| | | | Net of 1 Invoices / 0 Checks | 87.00 | |
| 00874 06/20/2023 | OCLC, INC INVOICE | 1000308157 | CATALOGING & METADATA SUBSCRIPTION | 935.71 | |
| | | | Total: | 935.71 | |
| | | | Net of 1 Invoices / 0 Checks | 935.71 | |
| 02852 06/20/2023 | OLSON'S PEST TECHNICIANS INVOICE | 297686 | PEST CONTROL | 50.00 | |
| 06/20/2023 | INVOICE | 297687 | PEST CONTROL | 50.00 | |
| 06/20/2023 | INVOICE | 297688 | PEST CONTROL | 85.00 | |
| 06/20/2023 | INVOICE | 297689 | PEST CONTROL | 55.00 | |
| 06/20/2023 | INVOICE | 297690 | PEST CONTROL | 50.00 | |
| 06/20/2023 | INVOICE | 299457 | PEST CONTROL | 75.00 | |
| 06/20/2023 | INVOICE | 299455 | PEST CONTROL | 57.50 | |
| 06/20/2023 | INVOICE | 299456 | 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 06/20/2023 | ONE CALL CONCEPTS INC INVOICE | 3050123 | LOCATE FEES | 560.18 | |
| | | | Total: | 560.18 | |
| | | | Net of 1 Invoices / 0 Checks | 560.18 | |
| 01307 06/20/2023 06/20/2023 | ONE SOURCE INVOICE INVOICE | 2022125105 2022125106 | BACK GROUND CHECKS BACKGROUND CHECKS | 339.00 1,677.00 | |
| | | | Total: | 2,016.00 | |
| | | | Net of 2 Invoices / 0 Checks | 2,016.00 | |
| 00176 06/20/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023 | O'REILLY AUTOMOTIVE INC INVOICE INVOICE INVOICE INVOICE INVOICE | 0681-225790 0681-255778 0681-223437 0681-223983 0681-223597 | CREDIT - CORE BATTERY 28OZ PROTECT, SHEET TOWEL WIPER BLADES REPAIR KIT | (63.10) 244.54 45.97 29.98 18.99 | |
| | | | Total: | 276.38 | |
| | | | Net of 5 Invoices / 0 Checks | 276.38 | |
| 03010 06/20/2023 | PACE ANALYTICAL SERVICES LLC INVOICE | 2360184837 | WATER TESTING | 1,013.70 | |
| | | | Total: | 1,013.70 | |
| | | | Net of 1 Invoices / 0 Checks | 1,013.70 | |
| 10411 06/20/2023 | PAPER TIGER SHREDDING INVOICE | 181273 | 64 GALLON CONTAINER | 30.00 | |
| | | | Total: | 30.00 | |
| | | | Net of 1 Invoices / 0 Checks | 30.00 | |
| 01869 06/20/2023 | PERFORMANCE PRINTING INC INVOICE | 28753 | BURGLAR ALARM FORMS | 231.32 | |
| | | | Total: | 231.32 | |
| | | | Net of 1 Invoices / 0 Checks | 231.32 | |
| 10252 06/20/2023 | PET CARE SPECIALISTS INVOICE | 461763 | FRONTLINE GOLD | 107.88 | |
| | | | Total: | 107.88 | |
| | | | Net of 1 Invoices / 0 Checks | 107.88 | |
| 10221 06/20/2023 | PITNEY BOWES INVOICE | 1023276947 | EQUIPMENT SERVICE AGREEMENT 1/01/2023 TO 6/: | 562.34 | |
| | | | Total: | 562.34 | |
| | | | Net of 1 Invoices / 0 Checks | 562.34 | |
| 00155 06/20/2023 | PLATTE COUNTY INVOICE | MONTHLY | COUNTY ATTORNEY SERVICES | 3,408.00 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|---------------------------------|-------------|--|-------------|-----------|
| | | | Total: | 3,408.00 | |
| | | | Net of 1 Invoices / 0 Checks | 3,408.00 | |
| 01077 | PLATTE VALLEY COMMUNICATIONS | | | | |
| 06/20/2023 | INVOICE | 052300138 | VHF MOBILE INSTALLED IN SWEEPER | 972.31 | |
| 06/20/2023 | INVOICE | 112200032 | INSTALL NEW ANTENNA | 3,396.60 | |
| | | | Total: | 4,368.91 | |
| | | | Net of 2 Invoices / 0 Checks | 4,368.91 | |
| 10241 | POMP'S TIRE SERVICE INC. | | | | |
| 06/20/2023 | INVOICE | 1440017547 | USED TRUCK TIRE | 343.27 | |
| 06/20/2023 | INVOICE | 1440017502 | REPAIR | 59.00 | |
| 06/20/2023 | INVOICE | 1440017412 | USED TRUCK TIRE | 210.00 | |
| | | | Total: | 612.27 | |
| | | | Net of 3 Invoices / 0 Checks | 612.27 | |
| 10445 | PORT-A-JOHNS | | | | |
| 06/20/2023 | INVOICE | 23-1799 | RESTROOM RENTAL - VANBURG, CEMETERY, QUAIL I | 375.00 | |
| | | | Total: | 375.00 | |
| | | | Net of 1 Invoices / 0 Checks | 375.00 | |
| 02926 | POWER TECH LLC | | | | |
| 06/20/2023 | INVOICE | C002220 | SEMI ANNUAL GENERATOR SERVICE CONTRACT JAN : | 1,345.00 | |
| | | | Total: | 1,345.00 | |
| | | | Net of 1 Invoices / 0 Checks | 1,345.00 | |
| 10913 | PREMIER PROPERTY MANAGEMENT LLC | | | | |
| 06/20/2023 | INVOICE | 6.01.2023 | MONTHLY LEASE PAYMENT-COLUMBUS FAMILY RESOU | 10,609.99 | |
| | | | Total: | 10,609.99 | |
| | | | Net of 1 Invoices / 0 Checks | 10,609.99 | |
| 03264 | REARDON LAWN & GARDEN INC | | | | |
| 06/20/2023 | INVOICE | 4089 | SLEEVE | 7.98 | |
| 06/20/2023 | INVOICE | 4092 | TRIMMER | 323.99 | |
| 06/20/2023 | INVOICE | 4408 | FUEL FILLER CAP | 33.99 | |
| | | | Total: | 365.96 | |
| | | | Net of 3 Invoices / 0 Checks | 365.96 | |
| 00356 | RECREATION SUPPLY COMPANY | | | | |
| 06/20/2023 | INVOICE | 502115 | PENTAIR DECK LID | 184.44 | |
| | | | Total: | 184.44 | |
| | | | Net of 1 Invoices / 0 Checks | 184.44 | |
| 01476 | RUTJENS CONSTRUCTION | | | | |
| 06/20/2023 | INVOICE | 1 | LOST CREEK PARKWAY WATER MAIN EXTENSION | 771,848.37 | |
| | | | Total: | 771,848.37 | |
| | | | Net of 1 Invoices / 0 Checks | 771,848.37 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------------------|--------------|--|-------------|-----------|
| 10643 06/20/2023 | RUTT'S HEATING & A/C INC INVOICE | 10681 | 10 GALLONS PROPYLENE GLYCOL | 294.10 | |
| | | | Total: | 294.10 | |
| | | | Net of 1 Invoices / 0 Checks | 294.10 | |
| 01596 06/20/2023 | RVW INC INVOICE | 11126 | BUILDING FIBER COORDINATION ASSISTANCE | 340.00 | |
| | | | Total: | 340.00 | |
| | | | Net of 1 Invoices / 0 Checks | 340.00 | |
| 02721 06/20/2023 | SAFELITE FULFILLMENT INC INVOICE | 05538-593286 | WS REPAIR | 118.00 | |
| | | | Total: | 118.00 | |
| | | | Net of 1 Invoices / 0 Checks | 118.00 | |
| 10881 06/20/2023 | SCANTLING EVE INVOICE | 6012023 | WATER SAFETY INSTRUCTOR COURSE | 1,739.72 | |
| | | | Total: | 1,739.72 | |
| | | | Net of 1 Invoices / 0 Checks | 1,739.72 | |
| 03271 06/20/2023 | SCHIEFFER SIGNS INC INVOICE | 45802 | BENCH PLAQUES | 240.00 | |
| | | | Total: | 240.00 | |
| | | | Net of 1 Invoices / 0 Checks | 240.00 | |
| 03275 06/20/2023 | SECURITY EQUIPMENT INC INVOICE | 791891 | SOFTWARE SUPPORT - CW LOUIS STATION | 128.00 | |
| | | | Total: | 128.00 | |
| | | | Net of 1 Invoices / 0 Checks | 128.00 | |
| 10628 06/20/2023 | SEQUOIA PROPERTIES, LLC INVOICE | 6.20.2023 | SEQUOIA TAX ALLOCATION BONDS- #710000896 | 2,559.94 | |
| | | | Total: | 2,559.94 | |
| | | | Net of 1 Invoices / 0 Checks | 2,559.94 | |
| 00171 06/20/2023 | SETTJE PLUMBING INVOICE | 15013 | REPAIRED STOOL | 120.20 | |
| | | | Total: | 120.20 | |
| | | | Net of 1 Invoices / 0 Checks | 120.20 | |
| 01090 06/20/2023 | SHEVLIN SUPPLY INVOICE | 6724 | TOILET TISSUE | 366.20 | |
| 06/20/2023 | INVOICE | 6720 | CENTER PULL TOWELS | 361.50 | |
| 06/20/2023 | INVOICE | 6700 | 4 GALLON BLACK LINERS, BATH TISSUE | 167.44 | |
| 06/20/2023 | INVOICE | 6643 | CENTER PULL TOWELS | 144.60 | |
| | | | Total: | 1,039.74 | |
| | | | Net of 4 Invoices / 0 Checks | 1,039.74 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|---|-----------------|-------------------------------|-------------|-----------|
| 03277 06/20/2023 | SIPPLE, HANSEN, EMERSON, INVOICE | 1-00M MAY 23 | LEGAL SERVICES | 5,776.45 | |
| | | | Total: | 5,776.45 | |
| | | | Net of 1 Invoices / 0 Checks | 5,776.45 | |
| 01394 06/20/2023 | SIRIUS COMPUTER SOLUTIONS INC. INVOICE | INV-000956055 | GENERAL SUPPORT SERVICES | 255.00 | |
| 06/20/2023 | INVOICE | INV-000956254 | COMMVAULT PREMIUM MAINTENANCE | 2,584.80 | |
| 06/20/2023 | INVOICE | INV-000955000 | CISCO LICENSES | 3,115.92 | |
| | | | Total: | 5,955.72 | |
| | | | Net of 3 Invoices / 0 Checks | 5,955.72 | |
| 03280 06/20/2023 | STATE OF NEBR DEPT OF REVENUE INVOICE | 5312023POOLS | MAY 2023 SALES TAX POOLS | 5,213.76 | |
| 06/20/2023 | INVOICE | 5312023GOLF | MAY 2023 GOLF SALES TAX | 9,485.90 | |
| 06/20/2023 | INVOICE | 05312023UTILITY | MAY 2023 UTILITY SALES TAX | 43,164.59 | |
| | | | Total: | 57,864.25 | |
| | | | Net of 3 Invoices / 0 Checks | 57,864.25 | |
| 11024 06/20/2023 | STOMP CHOMP ROAR INVOICE | 189 | PREHISTORIC PEP RALLY | 475.00 | |
| | | | Total: | 475.00 | |
| | | | Net of 1 Invoices / 0 Checks | 475.00 | |
| 00105 06/20/2023 | SUPER SAVER INVOICE | 122468 | GROCERIES, SCRUBBER | 50.68 | |
| 06/20/2023 | INVOICE | 121875 | GROCERY | 20.64 | |
| 06/20/2023 | INVOICE | 121958 | GROCERY | 43.73 | |
| | | | Total: | 115.05 | |
| | | | Net of 3 Invoices / 0 Checks | 115.05 | |
| 00313 06/20/2023 | T-BONE FUEL DELIVERY INVOICE | STREET | FUEL | 9,369.75 | |
| | | | Total: | 9,369.75 | |
| | | | Net of 1 Invoices / 0 Checks | 9,369.75 | |
| 02743 06/20/2023 | TELECOMMUNICATION SYSTEMS INC. INVOICE | 04INV-000043166 | MONTHLY CIRCUIT FEE | 1,970.67 | |
| | | | Total: | 1,970.67 | |
| | | | Net of 1 Invoices / 0 Checks | 1,970.67 | |
| 03128 06/20/2023 | TIRE OUTLET INC INVOICE | 245181 | MOWER TIRE SWAP | 5.00 | |
| 06/20/2023 | INVOICE | 245158 | USED TIRE | 180.00 | |
| | | | Total: | 185.00 | |
| | | | Net of 2 Invoices / 0 Checks | 185.00 | |
| 03283 | TRACTOR SUPPLY CREDIT PLAN | | | | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------------|----------------|---|-------------|-----------|
| 06/20/2023 | INVOICE | 592629 | E6000 CLEAR 3.7OZ TUBE | 6.99 | |
| 06/20/2023 | INVOICE | 590008 | CNL TOP LINK | 44.99 | |
| | | | Total: | 51.98 | |
| | | | Net of 2 Invoices / 0 Checks | 51.98 | |
| 00550 | TRUCK CENTER COMPANIES | | | | |
| 06/20/2023 | INVOICE | RA111004244:01 | BRAKES, OIL CHANGE - MEDIC #1 | 2,985.25 | |
| 06/20/2023 | INVOICE | RA111004259:01 | ASSESSMENT, OIL CHANGE | 972.17 | |
| 06/20/2023 | INVOICE | XA111029207:01 | AIR SPRING | 276.76 | |
| 06/20/2023 | INVOICE | XA111029092:01 | PURGE AY KIT - 12V | 41.85 | |
| | | | Total: | 4,276.03 | |
| | | | Net of 4 Invoices / 0 Checks | 4,276.03 | |
| 01413 | TWIN RIVERS VETERINARY CLINIC | | | | |
| 06/20/2023 | INVOICE | 175729 | VETERINARY CARE | 68.00 | |
| | | | Total: | 68.00 | |
| | | | Net of 1 Invoices / 0 Checks | 68.00 | |
| 00100 | U & I SANITATION | | | | |
| 06/20/2023 | INVOICE | 8859-288 | MAY SERVICE | 154.50 | |
| | | | Total: | 154.50 | |
| | | | Net of 1 Invoices / 0 Checks | 154.50 | |
| 11023 | UNFINISHED BUSINESS | | | | |
| 06/20/2023 | INVOICE | 5.09.2023 | 2 HOUR SHOW 6/20/23 | 800.00 | |
| 06/20/2023 | INVOICE | 5.09.2023 | SUMMER CONCERT SERIES 7/01/2023 | 800.00 | |
| | | | Total: | 1,600.00 | |
| | | | Net of 2 Invoices / 0 Checks | 1,600.00 | |
| 00157 | UTILITIES SECTION | | | | |
| 06/20/2023 | INVOICE | 8686 | WATER OPERATORS WORKSHOP | 195.00 | |
| | | | Total: | 195.00 | |
| | | | Net of 1 Invoices / 0 Checks | 195.00 | |
| 10948 | VAN DYKE CARROLL | | | | |
| 06/20/2023 | INVOICE | 6.01.2023 | OPEN/CLOSE CEMETERY GATES | 146.50 | |
| | | | Total: | 146.50 | |
| | | | Net of 1 Invoices / 0 Checks | 146.50 | |
| 10631 | VERIDIAN CREDIT UNION | | | | |
| 06/20/2023 | INVOICE | 6.20.2023 | APARTMENTS-QUANTUM TAX ALLOCATION BONDS | 52,894.27 | |
| | | | Total: | 52,894.27 | |
| | | | Net of 1 Invoices / 0 Checks | 52,894.27 | |
| 10961 | VERIZON | | | | |
| 06/20/2023 | INVOICE | 326000043612 | GPS UNITS | 28.40 | |
| | | | Total: | 28.40 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------------|-------------|--|-------------|-----------|
| | | | Net of 1 Invoices / 0 Checks | 28.40 | |
| 01181 | VERIZON WIRELESS | | | | |
| 06/20/2023 | INVOICE | 9935862785 | CELL PHONE APR 27 - MAY 26 | 1,226.74 | |
| 06/20/2023 | INVOICE | 9935912156 | CELL PHONE APR 27 - MAY 26 | 2,643.56 | |
| 06/20/2023 | INVOICE | 9936540089 | CELL PHONE MAY 06 - JUN 05 | 840.21 | |
| | | | Total: | 4,710.51 | |
| | | | Net of 3 Invoices / 0 Checks | 4,710.51 | |
| 02280 | VOICE HOUSE | | | | |
| 06/20/2023 | INVOICE | 6.05.2023 | SOUND FOR ANDY WILLIAMS ALL STARS | 500.00 | |
| | | | Total: | 500.00 | |
| | | | Net of 1 Invoices / 0 Checks | 500.00 | |
| 10654 | WAITE, DANIELLE | | | | |
| 06/20/2023 | INVOICE | 6.24.2023 | ARCADE RADIO SUMMER CONCERT SERIES | 1,500.00 | |
| | | | Total: | 1,500.00 | |
| | | | Net of 1 Invoices / 0 Checks | 1,500.00 | |
| 03154 | WASTE CONNECTIONS OF NEBRASKA | | | | |
| 06/20/2023 | INVOICE | 6624314T054 | GARBAGE SERVICE - MAY | 250.96 | |
| | | | Total: | 250.96 | |
| | | | Net of 1 Invoices / 0 Checks | 250.96 | |
| MISC | WEBER HARVEY | | | | |
| 06/20/2023 | INVOICE | 06/06/2023 | UB refund for account: 300-52840-00 | 57.71 | |
| | | | Total: | 57.71 | |
| | | | Net of 1 Invoices / 0 Checks | 57.71 | |
| 02708 | WELLNESS PARTNERS LLC | | | | |
| 06/20/2023 | INVOICE | 4817 | MONTHLY NEWSLETTER | 10.00 | |
| | | | Total: | 10.00 | |
| | | | Net of 1 Invoices / 0 Checks | 10.00 | |
| 03302 | WEMHOFF REFRIGERATION INC | | | | |
| 06/20/2023 | INVOICE | 15624 | SERVICE CALL - WATER VALVE, FILTER | 612.14 | |
| | | | Total: | 612.14 | |
| | | | Net of 1 Invoices / 0 Checks | 612.14 | |
| 02124 | WHITE CAP LP | | | | |
| 06/20/2023 | INVOICE | 10018087690 | HIGH SPEED DIAMOND BLADE | 135.00 | |
| | | | Total: | 135.00 | |
| | | | Net of 1 Invoices / 0 Checks | 135.00 | |
| 10488 | WSKF ARCHITECTS | | | | |
| 06/20/2023 | INVOICE | 20023023 | 20023 CHARLIE LOUIS STATION ADDITION/RENOVA' | 394.74 | |
| | | | Total: | 394.74 | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------|-------------|--|---------------------|-----------------------------|
| | | | Net of 1 Invoices / 0 Checks | 394.74 | |
| | | | invoices and 0 checks for 178 vendors: | <u>3,385,269.42</u> | <u> </u> |

| Inv Ref# | Vendor | Inv Date | Due Date | Inv Amt | Amt Due | Status | Jrnlized |
|----------|------------------------------------|------------|------------|----------|----------|--------|----------|
| 88242 | FORVIS LLP | 05/31/2023 | 06/20/2023 | 6,500.00 | 6,500.00 | Open | N |
| 88309 | APPLIED CONNECTIVE TECHNOLOGIES LI | 05/31/2023 | 06/20/2023 | 8,510.00 | 8,510.00 | Open | N |
| 88447 | LOUP POWER DISTRICT | 06/02/2023 | 06/20/2023 | 6,136.75 | 6,136.75 | Open | N |
| 88496 | KIRKHAM MICHAEL & ASSOCIATES | 06/02/2023 | 06/20/2023 | 9,612.52 | 9,612.52 | Open | N |
| 88508 | DOWNEY DRILLING | 05/31/2023 | 06/20/2023 | 9,450.00 | 9,450.00 | Open | N |
| 88509 | DOWNEY DRILLING | 05/31/2023 | 06/20/2023 | 8,075.00 | 8,075.00 | Open | N |
| 88510 | DOWNEY DRILLING | 05/31/2023 | 06/20/2023 | 6,599.59 | 6,599.59 | Open | N |
| 88644 | DUNBAR DOUGLAS | 06/01/2023 | 06/20/2023 | 7,018.00 | 7,018.00 | Open | N |
| 88647 | HDR ENGINEERING INC | 06/06/2023 | 06/20/2023 | 8,577.31 | 8,577.31 | Open | N |
| 88674 | JEO CONSULTING GROUP INC | 06/12/2023 | 06/20/2023 | 8,401.60 | 8,401.60 | Open | N |
| 88679 | GROSCH IRRIGATION CO INC. | 04/27/2023 | 06/20/2023 | 7,592.83 | 7,592.83 | Open | N |
| 88681 | SIPPLE, HANSEN, EMERSON, | 06/08/2023 | 06/20/2023 | 5,776.45 | 5,776.45 | Open | N |
| 88684 | STATE OF NEBR DEPT OF REVENUE | 06/01/2023 | 06/20/2023 | 9,485.90 | 9,485.90 | Open | N |
| 88743 | MECHANICAL SALES INC | 01/27/2023 | 06/20/2023 | 8,344.00 | 8,344.00 | Open | N |
| 88777 | BUTLER HUMAN SERVICES FURNITURE | 06/09/2023 | 06/20/2023 | 5,899.20 | 5,899.20 | Open | N |
| 88789 | STATE OF NEBR DEPT OF REVENUE | 06/01/2023 | 06/20/2023 | 5,213.76 | 5,213.76 | Open | N |
| 88801 | MID-AMERICAN RESEARCH | 06/02/2023 | 06/20/2023 | 5,951.00 | 5,951.00 | Open | N |
| 88813 | BIG 10 SPORTS BAR & GRILL | 04/24/2023 | 06/20/2023 | 9,186.00 | 9,186.00 | Open | N |
| 88817 | T-BONE FUEL DELIVERY | 06/05/2023 | 06/20/2023 | 9,369.75 | 9,369.75 | Open | N |
| 88825 | BANK OF THE VALLEY | 06/20/2023 | 06/20/2023 | 9,287.52 | 9,287.52 | Open | N |
| 88837 | GREAT PLAINS STATE BANK | 06/20/2023 | 06/20/2023 | 7,017.05 | 7,017.05 | Open | N |

of Invoices: 21 # Due: 21
 # of Credit Memos: 0 # Due: 0

Totals: 162,004.23 162,004.23
 Totals: 0.00 0.00

Net of Invoices and Credit Memos: 162,004.23 162,004.23

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 06/20/2023 - 06/20/2023
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN

| Inv Ref# | Vendor | Inv Date | Due Date | Inv Amt | Amt Due | Status | Jrnlized |
|---------------------------------|--------------------------------|----------|----------|-----------|-----------|--------|----------|
| --- TOTALS BY FUND --- | | | | | | | |
| | 100 - GENERAL FUND | | | 80,676.49 | 80,676.49 | | |
| | 200 - STREETS/ENGINEERING | | | 9,369.75 | 9,369.75 | | |
| | 205 - AIRPORT | | | 9,612.52 | 9,612.52 | | |
| | 480 - COMMUNITY REDEVL AUTH | | | 25,490.57 | 25,490.57 | | |
| | 500 - UTILITY SERVICE | | | 10,008.31 | 10,008.31 | | |
| | 520 - WATER | | | 26,846.59 | 26,846.59 | | |
| --- TOTALS BY DEPT/ACTIVITY --- | | | | | | | |
| | 000 - | | | 9,186.00 | 9,186.00 | | |
| | 100 - GENERAL ADMINISTRATION | | | 20,742.05 | 20,742.05 | | |
| | 105 - FINANCE | | | 1,431.00 | 1,431.00 | | |
| | 106 - CITY CLERK | | | 1,431.00 | 1,431.00 | | |
| | 120 - FIRE | | | 5,899.20 | 5,899.20 | | |
| | 145 - COMMUNITY DEVELOPMENT | | | 1,431.00 | 1,431.00 | | |
| | 150 - PARKS | | | 195.81 | 195.81 | | |
| | 151 - PAWNEE PLUNGE WATER PARK | | | 16,625.65 | 16,625.65 | | |
| | 152 - AQUATIC CENTER POOL | | | 8,824.05 | 8,824.05 | | |
| | 155 - VAN BERG GOLF COURSE | | | 4,507.62 | 4,507.62 | | |
| | 156 - QUAIL RUN GOLF COURSE | | | 19,589.11 | 19,589.11 | | |
| | 200 - STREETS | | | 9,369.75 | 9,369.75 | | |
| | 205 - AIRPORT | | | 9,612.52 | 9,612.52 | | |
| | 486 - WHO DEVELOPMENT - HOTEL | | | 7,017.05 | 7,017.05 | | |
| | 494 - FREDDY'S | | | 9,287.52 | 9,287.52 | | |
| | 500 - WASTEWATER COLLECTION | | | 10,008.31 | 10,008.31 | | |
| | 520 - WATER | | | 26,846.59 | 26,846.59 | | |

UNJOURNALIZED
 BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|---|--------------------------------|----------------------------|---|------------|---------|
| Fund 100 GENERAL FUND | | | | | |
| Dept 100 GENERAL ADMINISTRATION | | | | | |
| 100-100-42101 | LIQUOR AND BEER LICENSES | BARREL HOUSE | REFUND PARTIAL YEAR LIQUOR LICENSE | 300.00 | |
| 100-100-52710 | EMPLOYEE RECRUITMENT/RETENTION | COLUMBUS AREA CHAMBER OF | COMMODORE APPAREL - TARA VASICEK | 240.00 | |
| 100-100-53200 | PROFESSIONAL SERVICES | FORVIS LLP | PROGRESS BILLING FOR AUDIT | 6,500.00 | |
| 100-100-53200 | PROFESSIONAL SERVICES | SIPPLE, HANSEN, EMERSON, | LEGAL SERVICES | 5,776.45 | |
| 100-100-53400 | COMPUTER SUPPORT/MAINT | APPLIED CONNECTIVE TECHNOI | ELITE DESK 800, MONITORS, SPEAKER BAR, | 64.00 | |
| 100-100-53400 | COMPUTER SUPPORT/MAINT | FIRST NATIONAL BANK OMAHA | ACRONIS-CYBER PROTECT HOME OFICE | 140.47 | |
| 100-100-53400 | COMPUTER SUPPORT/MAINT | LABORDE, ADAM | GIS SUPPORT SERVICE - MAY 2023 | 180.00 | |
| 100-100-53400 | COMPUTER SUPPORT/MAINT | SIRIUS COMPUTER SOLUTIONS | GENERAL SUPPORT SERVICES | 5,955.72 | |
| 100-100-54310 | BUILDING MAINTENANCE | OLSON'S PEST TECHNICIANS | PEST CONTROL | 50.00 | |
| 100-100-55500 | PUBLICATIONS AND NOTICES | COLUMBUS TELEGRAM | MEETING NOTICES, MINUTES | 1,116.46 | |
| 100-100-55900 | MISCELLANEOUS | KEEP COLUMBUS BEAUTIFUL | REIMBURSEMENT VEHICLE INSURANCE | 670.35 | |
| 100-100-56020 | OFFICE SUPPLIES | A & D TECHNICAL SUPPLY | 36X50 YD 24# IJET COLOR BOND | 72.29 | |
| 100-100-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 1,083.36 | |
| 100-100-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 96.35 | |
| 100-100-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 357.87 | |
| 100-100-56250 | REFUSE | PAPER TIGER SHREDDING | 64 GALLON CONTAINER | 30.00 | |
| 100-100-56250 | REFUSE | WASTE CONNECTIONS OF NEBR | GARBAGE SERVICE - MAY | 125.48 | |
| 100-100-56410 | BOOKS AND PUBLICATIONS | FIRST NATIONAL BANK OMAHA | BHM WORLD HERALD SUBSCRIPTION | 29.99 | |
| 100-100-56410 | BOOKS AND PUBLICATIONS | WELLNESS PARTNERS LLC | MONTHLY NEWSLETTER | 10.00 | |
| 100-100-56620 | EMERGENCY MANAGEMENT | BLACK HILLS ENERGY | NATURAL GAS | 46.71 | |
| 100-100-56620 | EMERGENCY MANAGEMENT | LOUP POWER DISTRICT | ELECTRICITY | 365.14 | |
| 100-100-56650 | MEMBERSHIP DUES | NORTHEAST NEBRASKA ECONOMI | FY 2023-2024 MEMBERSHIP FEES | 26,911.36 | |
| 100-100-57200-20003 | CAPITAL-LAND & BUILDINGS | JEO CONSULTING GROUP INC | FLLOD MITIGATION & RESILIENCY PLAN | 8,401.60 | |
| 100-100-57200-21092 | CAPITAL-LAND & BUILDINGS | BOYD JONES CONSTRUCTION CC | LIBRARY CULTURAL ARTS FACILITY | 233,951.86 | |
| 100-100-57200-21092 | CAPITAL-LAND & BUILDINGS | BVH ARCHITECTURE | LIBRARY, CHILDREN'S MUSEUM & CITY HALL | 4,658.31 | |
| 100-100-57200-21092 | CAPITAL-LAND & BUILDINGS | RVW INC | BUILDING FIBER COORDINATION ASSISTANCE | 340.00 | |
| Total For Dept 100 GENERAL ADMINISTRATION | | | | 297,473.77 | |
| Dept 102 COLUMBUS AREA TRANSIT | | | | | |
| 100-102-53400 | COMPUTER SUPPORT/MAINT | GMV SYNCROMATICS-EASY RID | EASY RIDES ANNUAL FEES - JULY 1, 2023 T | 4,455.00 | |
| 100-102-54310 | BUILDING & GROUNDS MAINT | OLSON'S PEST TECHNICIANS | PEST CONTROL | 50.00 | |
| 100-102-54330 | VEHICLE MAINTENANCE | ARNOLD MOTOR SUPPLY | 2PK LONG LIFE MINI | 6.89 | |
| 100-102-56030 | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC | MAT | 24.83 | |
| 100-102-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 41.30 | |
| 100-102-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 1.65 | |
| 100-102-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 110.67 | |
| 100-102-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 18.05 | |
| 100-102-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 42.75 | |
| Total For Dept 102 COLUMBUS AREA TRANSIT | | | | 4,751.14 | |
| Dept 103 COLUMBUS SENIOR CENTER | | | | | |
| 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 | |
| 100-103-56010 | SUPPLIES | FIRST NATIONAL BANK OMAHA | AMAZON - IGLOO - ARPA FUNDS | 280.36 | |
| 100-103-56010-III-B | SUPPLIES | CULLIGAN OF COLUMBUS | REVERSE OSMOSIS | 32.25 | |
| 100-103-56010-III-C | SUPPLIES | CULLIGAN OF COLUMBUS | REVERSE OSMOSIS | 32.25 | |
| 100-103-56030-III-C | CLEANING SUPPLIES/SERVICE | SUPER SAVER | GROCERIES, SCRUBBER | 3.68 | |
| 100-103-56300-III-C | FOOD COSTS | SUPER SAVER | GROCERIES, SCRUBBER | 111.37 | |
| 100-103-56400-III-E | PROGRAMS | HY-VEE INC | PUNCH & COOKIES/CAREGIVER SUPPORT GROU | 15.97 | |
| Total For Dept 103 COLUMBUS SENIOR CENTER | | | | 11,085.87 | |
| Dept 105 FINANCE | | | | | |
| 100-105-52700 | TRAINING AND TUITION | FIRST NATIONAL BANK OMAHA | NE MUNICIPALITIES LEAGUE | 521.00 | |

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| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
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| Fund 100 GENERAL FUND | | | | | |
| Dept 105 FINANCE | | | | | |
| 100-105-53400 | COMPUTER SUPPORT/MAINT | APPLIED CONNECTIVE TECHNOI | ELITE DESK 800, MONITORS, SPEAKER BAR, | 1,431.00 | |
| 100-105-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 128.25 | |
| | | Total For Dept 105 FINANCE | | 2,080.25 | |
| Dept 106 CITY CLERK | | | | | |
| 100-106-53400 | COMPUTER SUPPORT/MAINT | APPLIED CONNECTIVE TECHNOI | ELITE DESK 800, MONITORS, SPEAKER BAR, | 1,431.00 | |
| | | Total For Dept 106 CITY CLERK | | 1,431.00 | |
| Dept 108 HUMAN RESOURCES | | | | | |
| 100-108-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 102.16 | |
| | | Total For Dept 108 HUMAN RESOURCES | | 102.16 | |
| Dept 110 POLICE | | | | | |
| 100-110-52700 | TRAINING AND TUITION | FIRST NATIONAL BANK OMAHA | STARBUCKS & BROKEN MUG | 2,680.87 | |
| 100-110-52700 | TRAINING AND TUITION | LAW ENFORCEMENT TARGETS, | 1TARGETS | 1,592.37 | |
| 100-110-52710 | EMPLOYEE RECRUITMENT/RETENTION | FIRST NATIONAL BANK OMAHA | NACOP - AWARDS PROGRAM | 60.00 | |
| 100-110-52710 | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE | BACK GROUND CHECKS | 50.00 | |
| 100-110-52810 | UNIFORMS-QUARTERMASTER | FIRST NATIONAL BANK OMAHA | OAKLEY - SUNGLASSES | 176.53 | |
| 100-110-53200 | PROFESSIONAL SERVICES | LANGUAGE LINE SERVICES INC | OVER THE PHONE INTERPRETATION | 76.87 | |
| 100-110-53200 | PROFESSIONAL SERVICES | PLATE COUNTY | COUNTY ATTORNEY SERVICES | 3,408.00 | |
| 100-110-53200 | PROFESSIONAL SERVICES | TWIN RIVERS VETERINARY CLJ | VETERINARY CARE | 68.00 | |
| 100-110-54330 | VEHICLE MAINTENANCE | ALL STAR AUTO GLASS | WINDSHIELD - UNIT 192 | 556.08 | |
| 100-110-54330 | VEHICLE MAINTENANCE | CNC REPAIR LLC | HALFSHAFT - VIN #6648 | 2,333.43 | |
| 100-110-54330 | VEHICLE MAINTENANCE | ELECTRONIC ENGINEERING | SEAT BELT RETRACTOR | 148.32 | |
| 100-110-54330 | VEHICLE MAINTENANCE | O'REILLY AUTOMOTIVE INC | WIPER BLADES | 29.98 | |
| 100-110-54380 | MAINTENANCE AGREEMENTS | NEBRASKA STATE PATROL | 2023 TRACS USER LICENSE FEES | 1,537.50 | |
| 100-110-54380 | MAINTENANCE AGREEMENTS | OLSON'S PEST TECHNICIANS | PEST CONTROL | 85.00 | |
| 100-110-54380 | MAINTENANCE AGREEMENTS | POWER TECH LLC | SEMI ANNUAL GENERATOR SERVICE CONTRACT | 1,345.00 | |
| 100-110-54530 | VEHICLE TOWING | BEHLEN TOWING LLC | TOWING | 750.00 | |
| 100-110-54530 | VEHICLE TOWING | MIKE'S TOWING | TOWING | 1,850.00 | |
| 100-110-56010 | SUPPLIES | FIRST NATIONAL BANK OMAHA | OFFICE SUPPLY - FOLDERS, PENS, FILE FOI | 19.99 | |
| 100-110-56020 | OFFICE SUPPLIES | FIRST NATIONAL BANK OMAHA | OFFICE SUPPLY - FOLDERS, PENS, FILE FOI | 149.95 | |
| 100-110-56020 | OFFICE SUPPLIES | PERFORMANCE PRINTING INC | BURGLAR ALARM FORMS | 231.32 | |
| 100-110-56165 | K9 PROGRAM | PET CARE SPECIALISTS | FRONTLINE GOLD | 107.88 | |
| 100-110-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 63.32 | |
| 100-110-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 30.78 | |
| 100-110-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 2,504.20 | |
| 100-110-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 230.55 | |
| 100-110-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE MAY 06 - JUN 05 | 840.21 | |
| 100-110-56250 | REFUSE | WASTE CONNECTIONS OF NEBR | GARBAGE SERVICE - MAY | 125.48 | |
| 100-110-56650 | MEMBERSHIP DUES | FIRST NATIONAL BANK OMAHA | NASRO - REGULAR MEMBER | 40.00 | |
| | | Total For Dept 110 POLICE | | 21,091.63 | |
| Dept 120 FIRE | | | | | |
| 100-120-52700 | TRAINING AND TUITION | FIRST NATIONAL BANK OMAHA | CASEY'S GENERAL | 826.28 | |
| 100-120-53400 | COMPUTER SUPPORT/MAINT | SECURITY EQUIPMENT INC | SOFTWARE SUPPORT - CW LOUIS STATION | 128.00 | |
| 100-120-54310 | BUILDING MAINTENANCE | ACE HARDWARE & GARDEN CNT | SHARPEN & BALANCE MOWER BLADE | 14.25 | |
| 100-120-54310 | BUILDING MAINTENANCE | CULLIGAN OF COLUMBUS | REPAIR, FILTER CHANGE | 94.00 | |
| 100-120-54320 | EQUIPMENT MAINTENANCE | ELECTRONIC ENGINEERING | CONNECTOR, ADAPTOR, CABLE | 36.89 | |
| 100-120-54330 | VEHICLE MAINTENANCE | SAFELITE FULFILLMENT INC | WS REPAIR | 118.00 | |
| 100-120-54330 | VEHICLE MAINTENANCE | TRUCK CENTER COMPANIES | ASSESSMENT, OIL CHANGE | 972.17 | |
| 100-120-56010 | SUPPLIES | ACE HARDWARE & GARDEN CNT | KEY SCHLAGE | 23.31 | |
| 100-120-56010 | SUPPLIES | MENARDS | HOSE CART, HOSE, PAIL, CAR WASH, TOWELS | 348.17 | |

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| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
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| Fund 100 GENERAL FUND | | | | | |
| Dept 120 FIRE | | | | | |
| 100-120-56010 | SUPPLIES | O'REILLY AUTOMOTIVE INC | CREDIT - CORE | 181.44 | |
| 100-120-56010 | SUPPLIES | REARDON LAWN & GARDEN INC | FUEL FILLER CAP | 33.99 | |
| 100-120-56020 | OFFICE SUPPLIES | CAPITAL BUSINESS SYSTEMS | COPIER CONTRACT | 27.59 | |
| 100-120-56020 | OFFICE SUPPLIES | EAKES OFFICE SOLUTIONS | COPIER CONTRACT | 56.02 | |
| 100-120-56030 | CLEANING SUPPLIES/SERVICE | HADLEY-BRAITHWAIT COMPANY | CENTER PULL TOWELS, MULTIFOLD TOWELS | 69.93 | |
| 100-120-56030 | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC | NATS, MOPS, POLISH TOWELS, WINDSHIELD W | 66.82 | |
| 100-120-56170 | FIRE PREVENTION | ARNOLD MOTOR SUPPLY | SPARK PLUGS | 5.86 | |
| 100-120-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 201.96 | |
| 100-120-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 318.31 | |
| 100-120-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 1,518.91 | |
| 100-120-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 239.95 | |
| 100-120-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 613.37 | |
| 100-120-57200-20021 | CAPITAL-LAND & BUILDINGS | BUTLER HUMAN SERVICES FURN | FIERO BEDS, PLATFORM BEDS | 5,899.20 | |
| 100-120-57200-20021 | CAPITAL-LAND & BUILDINGS | LOVE SIGNS | REPLACEMENT FACES FOR EXISTING SIGN | 1,437.78 | |
| 100-120-57200-20021 | CAPITAL-LAND & BUILDINGS | WSKF ARCHITECTS | 20023 CHARLIE LOUIS STATION ADDITION/RE | 394.74 | |
| 100-120-57520-23006 | CAPITAL-VEHICLES | MENARDS | HOSE CART, HOSE, PAIL, CAR WASH, TOWELS | 225.50 | |
| Total For Dept 120 FIRE | | | | 13,852.44 | |
| Dept 121 RESCUE | | | | | |
| 100-121-53200 | PROFESSIONAL SERVICES | HOWERTER MD MARK S | EMERGENCY MEDICAL DIRECTOR | 616.00 | |
| 100-121-54310 | BUILDING MAINTENANCE | ACE HARDWARE & GARDEN CNT | SHARPEN & BALANCE MOWER BLADE | 14.25 | |
| 100-121-54310 | BUILDING MAINTENANCE | CULLIGAN OF COLUMBUS | REPAIR, FILTER CHANGE | 94.00 | |
| 100-121-54310 | BUILDING MAINTENANCE | U & I SANITATION | MAY SERVICE | 154.50 | |
| 100-121-54330 | VEHICLE MAINTENANCE | TRUCK CENTER COMPANIES | BRAKES, OIL CHANGE - MEDIC #1 | 2,985.25 | |
| 100-121-55930 | REFUNDS | COLUMBUS CREDIT SERVICES | COLLECTIONS | 291.79 | |
| 100-121-56010 | SUPPLIES | MATHESON-LINWELD | OXYGEN USP SZ DA EXCHANGE | 260.29 | |
| 100-121-56020 | OFFICE SUPPLIES | CAPITAL BUSINESS SYSTEMS | COPIER CONTRACT | 27.60 | |
| 100-121-56020 | OFFICE SUPPLIES | EAKES OFFICE SOLUTIONS | COPIER CONTRACT | 56.01 | |
| 100-121-56030 | CLEANING SUPPLIES/SERVICE | HADLEY-BRAITHWAIT COMPANY | CENTER PULL TOWELS, MULTIFOLD TOWELS | 69.92 | |
| 100-121-56030 | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC | NATS, MOPS, POLISH TOWELS, WINDSHIELD W | 66.82 | |
| 100-121-56190 | PERSONAL PROTECTIVE SUPP | MEDLINE INDUSTRIES INC | GLOVES | 181.98 | |
| 100-121-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 201.96 | |
| 100-121-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 318.32 | |
| 100-121-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 1,518.90 | |
| 100-121-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 239.94 | |
| 100-121-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 613.37 | |
| Total For Dept 121 RESCUE | | | | 7,710.90 | |
| Dept 125 VOLUNTEER FIRE DEPARTMENT | | | | | |
| 100-125-52700 | TRAINING AND TUITION | FIRST NATIONAL BANK OMAHA | CASEY'S GENERAL | 420.02 | |
| 100-125-52700 | TRAINING AND TUITION | NOVAK CALVIN | NREMT TESTING, FINGERPRINTS | 152.13 | |
| Total For Dept 125 VOLUNTEER FIRE DEPARTMENT | | | | 572.15 | |
| Dept 130 LIBRARY | | | | | |
| 100-130-52710 | EMPLOYEE RECRUITMENT/RETENTION | EAKES OFFICE SOLUTIONS | BADGE | 19.94 | |
| 100-130-52710 | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE | BACK GROUND CHECKS | 17.00 | |
| 100-130-53400-PATRN | COMPUTER SUPPORT/MAINT | FIRST NATIONAL BANK OMAHA | FAX PLUS | 17.99 | |
| 100-130-53400-STAFF | COMPUTER SUPPORT/MAINT | FIRST NATIONAL BANK OMAHA | AMAZON - TYPE C CHARGING CABLE | 54.95 | |
| 100-130-53410 | ELECTRONIC CATALOGING | OCLC, INC | CATALOGING & METADATA SUBSCRIPTION | 935.71 | |
| 100-130-55400 | ADVERTISING AND PROMOTION | COLUMBUS TELEGRAM | ADVERTISING | 277.00 | |
| 100-130-55400 | ADVERTISING AND PROMOTION | FIRST NATIONAL BANK OMAHA | CONSTANT CONTACT | 66.50 | |
| 100-130-56010-BUILD | SUPPLIES | FIRST NATIONAL BANK OMAHA | AMAZON - DRY ERASE MARKERS, D CELL BATT | 17.65 | |
| 100-130-56010-MTRLS | SUPPLIES | COVER ONE | GLUE STRIPS FOR BOOK REPAIR | 498.20 | |

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| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
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| Fund 100 GENERAL FUND | | | | | |
| Dept 130 LIBRARY | | | | | |
| 100-130-56010-MTRLS | SUPPLIES | FIRST NATIONAL BANK OMAHA | COLIBRI SYSTEM - BOOK COVERS | 895.40 | |
| 100-130-56010-PATRN | SUPPLIES | FIRST NATIONAL BANK OMAHA | AMAZON - SHOPPING BAGS | 27.47 | |
| 100-130-56020 | OFFICE SUPPLIES | FIRST NATIONAL BANK OMAHA | AMAZON - PAPER CUTTER | 454.40 | |
| 100-130-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 38.60 | |
| 100-130-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 0.15 | |
| 100-130-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 1,010.61 | |
| 100-130-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 272.74 | |
| 100-130-56240-PATRN | TELEPHONE | GREAT PLAINS COMMUNICATION | INTERNET SERVICE 06/01-06/30 | 239.95 | |
| 100-130-56400-ADULT | PROGRAMS | HOBBY LOBBY | CRAFTS | 115.31 | |
| 100-130-56400-ADULT | PROGRAMS | HY-VEE INC | CUPS, PLATES, COOKIES | 50.53 | |
| 100-130-56400-CHILD | PROGRAMS | FIRST NATIONAL BANK OMAHA | LAKESHORE LEARNING | 322.99 | |
| 100-130-56400-CHSRP | PROGRAMS | STOMP CHOMP ROAR | PREHISTORIC PEP RALLY | 475.00 | |
| 100-130-56400-YASCH | PROGRAMS | FIRST NATIONAL BANK OMAHA | SWEET HARVEST POPCORN | 20.00 | |
| 100-130-56400-YASCH | PROGRAMS | HY-VEE INC | WATER, POWERADE, CHIPS, POP, COOKIES | 69.70 | |
| 100-130-56400-YASRP | PROGRAMS | DEMCO INC | DRAWSTRIP BAGS, BOOKMARKS | 90.91 | |
| 100-130-56400-YASRP | PROGRAMS | HEATH AMANDA | FACE PAINTING | 300.00 | |
| 100-130-56410-ADULT | BOOKS AND PUBLICATIONS | BLACKSTONE PUBLISHING | LIBRARY CD | 39.99 | |
| 100-130-56410-ADULT | BOOKS AND PUBLICATIONS | FIRST NATIONAL BANK OMAHA | AMAZON - DVD'S | 115.78 | |
| 100-130-56410-ADULT | BOOKS AND PUBLICATIONS | INGRAM LIBRARY SERVICES, I | MATERIALS | 19.76 | |
| 100-130-56410-YOUNG | BOOKS AND PUBLICATIONS | INGRAM LIBRARY SERVICES, I | MATERIALS | 42.23 | |
| 100-130-57200-20030 | CAPITAL-LAND & BUILDINGS | BOYD JONES CONSTRUCTION CO | LIBRARY CULTURAL ARTS FACILITY | 632,536.50 | |
| 100-130-57200-20030 | CAPITAL-LAND & BUILDINGS | BVH ARCHITECTURE | LIBRARY, CHILDREN'S MUSEUM & CITY HALL | 21,697.03 | |
| 100-130-57200-20030 | CAPITAL-LAND & BUILDINGS | FIRST NATIONAL BANK OMAHA | ADOBE-CREATIVE CLOUD ALL APS | 2,315.97 | |
| Total For Dept 130 LIBRARY | | | | 663,055.96 | |
| Dept 140 CEMETERY | | | | | |
| 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 | |
| 100-140-54320 | EQUIPMENT MAINTENANCE | ARNOLD MOTOR SUPPLY | TRANSMISSION FILTER KIT, OIL FILTER, 1C | 145.51 | |
| 100-140-54320 | EQUIPMENT MAINTENANCE | LAKEVIEW SMALL ENGINE INC | CLUTCH | 313.78 | |
| 100-140-54320 | EQUIPMENT MAINTENANCE | NOVICKI FIRE PREVENTION SE | YEARLY INSPECTION | 87.00 | |
| 100-140-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 82.26 | |
| 100-140-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 42.75 | |
| 100-140-57200-20038 | CAPITAL-LAND & BUILDINGS | KPE ARCHITECTURE ENGINEER | 626-001 COCOL - DESIGN SERVICES FOR CIT | 1,730.00 | |
| Total For Dept 140 CEMETERY | | | | 2,639.80 | |
| Dept 145 COMMUNITY DEVELOPMENT | | | | | |
| 100-145-52700 | TRAINING AND TUITION | FIRST NATIONAL BANK OMAHA | INTERNATIONAL CODE COUNCIL | 290.00 | |
| 100-145-53400 | COMPUTER SUPPORT/MAINT | APPLIED CONNECTIVE TECHNOI | ELITE DESK 800, MONITORS, SPEAKER BAR, | 1,431.00 | |
| 100-145-53400 | COMPUTER SUPPORT/MAINT | LABORDE, ADAM | GIS SUPPORT SERVICE - MAY 2023 | 120.00 | |
| 100-145-54330 | VEHICLE MAINTENANCE | COLUMBUS TIRE & SERVICE | REPAIR TIRE | 25.00 | |
| 100-145-56010 | SUPPLIES | MENARDS | APPLIANCE DOLLY | 189.99 | |
| 100-145-56020 | OFFICE SUPPLIES | FIRST NATIONAL BANK OMAHA | AMAZON - TONER | 97.73 | |
| 100-145-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 299.25 | |
| Total For Dept 145 COMMUNITY DEVELOPMENT | | | | 2,452.97 | |
| Dept 150 PARKS | | | | | |
| 100-150-52710 | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE | BACK GROUND CHECKS | 1,711.00 | |
| 100-150-52800 | UNIFORMS | JACKSON SERVICES INC | UNIFORMS | 78.71 | |
| 100-150-53400 | COMPUTER SUPPORT/MAINT | LABORDE, ADAM | GIS SUPPORT SERVICE - MAY 2023 | 120.00 | |
| 100-150-54310 | BUILDING MAINTENANCE | ACE HARDWARE & GARDEN CNT | ELEC TAPE, AIR FILTER | 15.97 | |
| 100-150-54310 | BUILDING MAINTENANCE | CULLIGAN OF COLUMBUS | POU COOLER | 41.00 | |

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| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
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| Fund 100 GENERAL FUND | | | | | |
| Dept 150 PARKS | | | | | |
| 100-150-54320 | EQUIPMENT MAINTENANCE | ACE HARDWARE & GARDEN CNT | NUTS, BOLTS, SCREWS | 21.05 | |
| 100-150-54320 | EQUIPMENT MAINTENANCE | ARNOLD MOTOR SUPPLY | PRIME ORG 50/50 | 47.06 | |
| 100-150-54320 | EQUIPMENT MAINTENANCE | FIRST NATIONAL BANK OMAHA | AMAZON - FUEL PUMP KITS, BRAKE WHEEL CY | 39.98 | |
| 100-150-54320 | EQUIPMENT MAINTENANCE | MENARDS | SPRAYWAY GLASS CLEANER, FUEL TREATMENT | 19.43 | |
| 100-150-54320 | EQUIPMENT MAINTENANCE | MUELLER SPRINKLERS | BUSHING, PLASTIC, FAN PUMP BELT | 525.10 | |
| 100-150-54320 | EQUIPMENT MAINTENANCE | TIRE OUTLET INC | MOWER TIRE SWAP | 5.00 | |
| 100-150-54490 | IRRIGATION MAINTENANCE | MUELLER SPRINKLERS | 12 HUNTER I 25 ADV | 1,067.76 | |
| 100-150-56010 | SUPPLIES | ACE HARDWARE & GARDEN CNT | GATORLINE, LEGAL PAD | 75.36 | |
| 100-150-56010 | SUPPLIES | SCHIEFFER SIGNS INC | BENCH PLAQUES | 240.00 | |
| 100-150-56010 | SUPPLIES | SHEVLIN SUPPLY | TOILET TISSUE | 872.30 | |
| 100-150-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 39.14 | |
| 100-150-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 6.05 | |
| 100-150-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 3,749.83 | |
| 100-150-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 205.53 | |
| 100-150-56300 | FOOD COSTS | FIRST NATIONAL BANK OMAHA | SUPER SAVER - CONCESSIONS | 1,138.19 | |
| 100-150-56300 | FOOD COSTS | HADLEY-BRAITHWAIT COMPANY | POPPING OIL, POPCORN - GERARD PARK | 291.75 | |
| 100-150-56300 | FOOD COSTS | HY-VEE INC | POPCORN, WATER | 32.35 | |
| 100-150-56400 | PROGRAMS | ALBERS AUSTIN | UMP MEN'S LEAGUE: 5/30, 6/6 | 120.00 | |
| 100-150-56400 | PROGRAMS | BORCHERS DEVON | UMP MIXED LEAGUE: 6/7 | 90.00 | |
| 100-150-56400 | PROGRAMS | CLINE RANDY | UMP MEN'S LEAGUE 5/30; MIXED 5/31 | 200.00 | |
| 100-150-56400 | PROGRAMS | CLINE TYLER | UMP MEN'S LEAGUE: 5/30; MIXED 5/31 | 150.00 | |
| 100-150-56400 | PROGRAMS | CLOSSON ROD | UMP MIXED LEAGUE: 5/31, 6/7 | 180.00 | |
| 100-150-56400 | PROGRAMS | COLUMBUS JAZZ ORCHESTRA | 6/22/23 LAWNCHAIRS ON THE SQUARE | 350.00 | |
| 100-150-56400 | PROGRAMS | DICKEY LOGAN | UMP MEN'S LEAGUE | 60.00 | |
| 100-150-56400 | PROGRAMS | DOMINGUEZ MARK | UMP MEN'S LEAGUE: 5/30, 6/6; MIXED LEAG | 360.00 | |
| 100-150-56400 | PROGRAMS | FIRST NATIONAL BANK OMAHA | META ADS | 1,073.77 | |
| 100-150-56400 | PROGRAMS | GUTIERREZ JUAN | UMP MEN'S LEAGUE: 5/30, MIXED LEAGUE: 5 | 240.00 | |
| 100-150-56400 | PROGRAMS | MROCZEK CODY | TOURNAMENT DIRECTOR JUNE 9-11, FIELD WC | 1,460.00 | |
| 100-150-56400 | PROGRAMS | UNFINISHED BUSINESS | 2 HOUR SHOW 6/20/23 | 800.00 | |
| 100-150-56400 | PROGRAMS | VOICE HOUSE | SOUND FOR ANDY WILLIAMS ALL STARS | 500.00 | |
| 100-150-56400 | PROGRAMS | WAITE, DANIELLE | ARCADE RADIO SUMMER CONCERT SERIES | 1,500.00 | |
| 100-150-56400-SQURE | PROGRAMS | COLUMBUS MUSIC | PERFORMANCE IN FRANKFORT SQUARE | 850.00 | |
| 100-150-56400-SQURE | PROGRAMS | UNFINISHED BUSINESS | SUMMER CONCERT SERIES 7/01/2023 | 800.00 | |
| 100-150-56690 | SALES TAX REMITTANCE | STATE OF NEBR DEPT OF REV | MAY 2023 SALES TAX POOLS | 195.81 | |
| 100-150-57300-23012 | CAPITAL-NEW CONSTRUCTION | CONFLUENCE INC | 23009 PAWNEE PARK/GERRARD PARK RENOVATI | 18,564.80 | |
| 100-150-57510-23015 | CAPITAL-EQUIPMENT | CROUCH RECREATION INC | PICNIC TABLES - 50% DEPOSIT | 16,400.50 | |
| | | Total For Dept 150 PARKS | | 54,237.44 | |
| Dept 151 PAWNEE PLUNGE WATER PARK | | | | | |
| 100-151-52700 | TRAINING AND TUITION | AMERICAN RED CROSS | LIFEGUARDING & WATERPARK SKILLS | 616.00 | |
| 100-151-52700 | TRAINING AND TUITION | SCANTLING EVE | WATER SAFETY INSTRUCTOR COURSE | 1,739.72 | |
| 100-151-52710 | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE | BACK GROUND CHECKS | 170.00 | |
| 100-151-53200 | PROFESSIONAL SERVICES | FIRST NATIONAL BANK OMAHA | WHEN TO WORK | 13.50 | |
| 100-151-53200 | PROFESSIONAL SERVICES | OLSON'S PEST TECHNICIANS | PEST CONTROL | 75.00 | |
| 100-151-53400 | COMPUTER SUPPORT/MAINT | FIRST NATIONAL BANK OMAHA | AMAZON - HANDHELD BARCODE SCANNER | 109.90 | |
| 100-151-54310 | BUILDING MAINTENANCE | ACE HARDWARE & GARDEN CNT | CLAMP | 16.74 | |
| 100-151-54310 | BUILDING MAINTENANCE | ENTERPRISE ELECTRIC COLUMB | ELECTRONIC BALLAST, ELTRN BL | 54.98 | |
| 100-151-54310 | BUILDING MAINTENANCE | MENARDS | BOX NAILS, POST ANCHOR, WDG ANCHOR, HAM | 190.68 | |
| 100-151-54320 | EQUIPMENT MAINTENANCE | M & O DOOR PRODUCTS | DEADLOCK | 58.36 | |
| 100-151-54320 | EQUIPMENT MAINTENANCE | RUTT'S HEATING & A/C INC | 10 GALLONS PROPYLENE GLYCOL | 294.10 | |
| 100-151-54320 | EQUIPMENT MAINTENANCE | WEMHOFF REFRIGERATION INC | SERVICE CALL - WATER VALVE, FILTER | 612.14 | |
| 100-151-56010 | SUPPLIES | RECREATION SUPPLY COMPANY | PENTAIR DECK LID | 184.44 | |

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| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|---|---------------------------|----------------------------|---|-----------|---------|
| Fund 100 GENERAL FUND | | | | | |
| Dept 151 PAWNEE PLUNGE WATER PARK | | | | | |
| 100-151-56020 | OFFICE SUPPLIES | EAKES OFFICE SOLUTIONS | LAMINATE | 40.05 | |
| 100-151-56030 | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC | TEA TOWELS, BAR MOPS | 31.53 | |
| 100-151-56030 | CLEANING SUPPLIES/SERVICE | MID-AMERICAN RESEARCH | LINER, 53" HANDLE, SCRUB DECK BRUSH | 376.60 | |
| 100-151-56060 | CHEMICALS | AQUA-CHEM INC | CHEMICALS | 4,096.80 | |
| 100-151-56060 | CHEMICALS | MID-AMERICAN RESEARCH | HYDROCHLORIC ACID | 5,951.00 | |
| 100-151-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 1,265.38 | |
| 100-151-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 2,103.17 | |
| 100-151-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 6,136.75 | |
| 100-151-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 90.66 | |
| 100-151-56300 | FOOD COSTS | CHESTERMAN COMPANY | CREDIT - EMPTIES | 1,717.10 | |
| 100-151-56300 | FOOD COSTS | HADLEY-BRAITHWAIT COMPANY | CONCESSIONS | 1,092.50 | |
| 100-151-56300 | FOOD COSTS | MAHASKA | COLD BREW | 230.00 | |
| 100-151-56300 | FOOD COSTS | MW MINI MELTS LLC | MINI MELTS | 2,491.00 | |
| 100-151-56690 | SALES TAX REMITTANCE | STATE OF NEBR DEPT OF REVE | MAY 2023 SALES TAX POOLS | 4,537.90 | |
| Total For Dept 151 PAWNEE PLUNGE WATER PARK | | | | 34,296.00 | |
| Dept 152 AQUATIC CENTER POOL | | | | | |
| 100-152-44717 | PASSES | JACKSON KELLY | REFUND - INCORRECT MEMBERSHIP BOUGHT AC | 200.00 | |
| 100-152-53200 | PROFESSIONAL SERVICES | FIRST NATIONAL BANK OMAHA | WHEN TO WORK | 13.50 | |
| 100-152-53200 | PROFESSIONAL SERVICES | OLSON'S PEST TECHNICIANS | PEST CONTROL | 57.50 | |
| 100-152-54310 | BUILDING MAINTENANCE | ENTERPRISE ELECTRIC COLUMB | 600V FUSE | 257.64 | |
| 100-152-54310 | BUILDING MAINTENANCE | MECHANICAL SALES INC | MAINTENANCE REPAIR AGREEMENT | 8,344.00 | |
| 100-152-54310 | BUILDING MAINTENANCE | MENARDS | AIR FILTERS | 263.67 | |
| 100-152-56030 | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC | MATS | 74.53 | |
| 100-152-56030 | CLEANING SUPPLIES/SERVICE | SHEVLIN SUPPLY | 4 GALLON BLACK LINERS, BATH TISSUE | 167.44 | |
| 100-152-56060 | CHEMICALS | AQUA-CHEM INC | CHEMICALS | 646.92 | |
| 100-152-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 405.75 | |
| 100-152-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 639.94 | |
| 100-152-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 4,241.60 | |
| 100-152-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 95.16 | |
| 100-152-56690 | SALES TAX REMITTANCE | STATE OF NEBR DEPT OF REVE | MAY 2023 SALES TAX POOLS | 480.05 | |
| Total For Dept 152 AQUATIC CENTER POOL | | | | 15,887.70 | |
| Dept 155 VAN BERG GOLF COURSE | | | | | |
| 100-155-53500 | COMMISSION ON CARTS | DUNBAR DOUGLAS | MONTHLY COMMISSIONS | 1,984.73 | |
| 100-155-53510 | COMMISSION ON LIQUOR | DUNBAR DOUGLAS | LIQUOR COMMISSIONS | 1,699.60 | |
| 100-155-53520 | CONTRACT SERVICES | DUNBAR DOUGLAS | MONTHLY CONTRACT | 2,316.00 | |
| 100-155-53530 | COMMISSION ON GREEN FEES | DUNBAR DOUGLAS | MONTHLY COMMISSIONS | 2,074.84 | |
| 100-155-53540 | COMMISSION ON PASSES | DUNBAR DOUGLAS | MONTHLY COMMISSIONS | 203.36 | |
| 100-155-54320 | EQUIPMENT MAINTENANCE | ARNOLD MOTOR SUPPLY | TRANSFER STOCK | 12.50 | |
| 100-155-54320 | EQUIPMENT MAINTENANCE | NAPA AUTO PARTS OF COLUMB | GREASE FITTING | 9.98 | |
| 100-155-54520 | EQUIPMENT RENTAL/PURCHASE | PORT-A-JOHNS | RESTROOM RENTAL - VANBURG, CEMETERY, QU | 75.00 | |
| 100-155-56010 | SUPPLIES | ACE HARDWARE & GARDEN CNT | PRO .095 LINE, COUPLE MALL, NIPPLE BLAC | 66.53 | |
| 100-155-56010 | SUPPLIES | NAPA AUTO PARTS OF COLUMB | IMPACT WRENCH | 479.00 | |
| 100-155-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 46.71 | |
| 100-155-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 938.88 | |
| 100-155-56690 | SALES TAX REMITTANCE | STATE OF NEBR DEPT OF REVE | MAY 2023 GOLF SALES TAX | 2,191.62 | |
| Total For Dept 155 VAN BERG GOLF COURSE | | | | 12,098.75 | |
| Dept 156 QUAIL RUN GOLF COURSE | | | | | |
| 100-156-53400 | COMPUTER SUPPORT/MAINT | CLUB PROPHET SYSTEMS | MONTHLY TEE SHEET, ADDTL USERS, ONLINE | 500.00 | |
| 100-156-53400 | COMPUTER SUPPORT/MAINT | GOLFNOW | WEBSITE/EMAIL HOSTING | 185.66 | |
| 100-156-53500 | COMMISSION ON CARTS | DUNBAR DOUGLAS | MONTHLY COMMISSIONS | 4,436.06 | |

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| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
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| Fund 100 GENERAL FUND | | | | | |
| Dept 156 QUAIL RUN GOLF COURSE | | | | | |
| 100-156-53510 | COMMISSION ON LIQUOR | DUNBAR DOUGLAS | LIQUOR COMMISSIONS | 20,519.08 | |
| 100-156-53520 | CONTRACT SERVICES | DUNBAR DOUGLAS | MONTHLY CONTRACT | 4,702.00 | |
| 100-156-53530 | COMMISSION ON GREEN FEES | DUNBAR DOUGLAS | MONTHLY COMMISSIONS | 4,109.07 | |
| 100-156-53540 | COMMISSION ON PASSES | DUNBAR DOUGLAS | MONTHLY COMMISSIONS | 1,152.37 | |
| 100-156-54310 | BUILDING MAINTENANCE | H & M ELECTRIC, INC. | WIRING FOR WATER HEATER | 795.47 | |
| 100-156-54310 | BUILDING MAINTENANCE | SETTJE PLUMBING | REPAIRED STOOL | 120.20 | |
| 100-156-54320 | EQUIPMENT MAINTENANCE | ARNOLD MOTOR SUPPLY | HYDRAULIC HOSE | 34.36 | |
| 100-156-54320 | EQUIPMENT MAINTENANCE | TRACTOR SUPPLY CREDIT PLAN | CNL TOP LINK | 44.99 | |
| 100-156-54490 | IRRIGATION MAINTENANCE | KELLY SUPPLY COMPANY | PVC-40 90 ELL SXS, 2X1 1/2 PVC40 BUSHIN | 6.15 | |
| 100-156-54520 | EQUIPMENT RENTAL/PURCHASE | PORT-A-JOHN | RESTROOM RENTAL - VANBURG, CEMETERY, QU | 225.00 | |
| 100-156-55400 | ADVERTISING AND PROMOTION | NORFOLK DAILY NEWS | BANNER AG | 175.00 | |
| 100-156-56010 | SUPPLIES | JACKSON SERVICES INC | UNIFORMS | 26.61 | |
| 100-156-56110 | PRO-SHOP SUPPLIES | HADLEY-BRAITHWAIT COMPANY | TOILET PAPER | 107.90 | |
| 100-156-56110 | PRO-SHOP SUPPLIES | OLSON'S PEST TECHNICIANS | PEST CONTROL | 70.00 | |
| 100-156-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 43.47 | |
| 100-156-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 7.93 | |
| 100-156-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 1,563.04 | |
| 100-156-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 95.16 | |
| 100-156-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 82.76 | |
| 100-156-56690 | SALES TAX REMITTANCE | STATE OF NEBR DEPT OF REVENUE | MAY 2023 GOLF SALES TAX | 7,294.28 | |
| 100-156-57200-23020 | CAPITAL-LAND & BUILDINGS | GROSCHE IRRIGATION CO INC. | CHANGE ORDERS - SHORT SET IRRIGATIONS F | 55,976.28 | |
| Total For Dept 156 QUAIL RUN GOLF COURSE | | | | 102,272.84 | |
| Total For Fund 100 GENERAL FUND | | | | 1,247,092.77 | |
| Fund 200 STREETS/ENGINEERING | | | | | |
| Dept 200 STREETS | | | | | |
| 200-200-53400 | COMPUTER SUPPORT/MAINT | LABORDE, ADAM | GIS SUPPORT SERVICE - MAY 2023 | 300.00 | |
| 200-200-54310 | BUILDING MAINTENANCE | OLSON'S PEST TECHNICIANS | PEST CONTROL | 18.33 | |
| 200-200-54320 | EQUIPMENT MAINTENANCE | FIRST NATIONAL BANK OMAHA | AMAZON - RUBBER COUPLING | 115.30 | |
| 200-200-54320 | EQUIPMENT MAINTENANCE | GAVER TIRE & AUTO CENTER | TIRE | 131.04 | |
| 200-200-54320 | EQUIPMENT MAINTENANCE | MACQUEEN EQUIPMENT | MAIN BROOM COVER | 6,734.64 | |
| 200-200-54320 | EQUIPMENT MAINTENANCE | PLATTE VALLEY COMMUNICATIONS | VHF MOBILE INSTALLED IN SWEEPER | 972.31 | |
| 200-200-54450 | STREET MAINTENANCE | GEHRING CONSTRUCTION & | #52 LAKESHORE DR | 2,966.17 | |
| 200-200-54460 | LAND MAINTENANCE | MIDWEST SERVICE & SALES CO | 5' WHITE PLASTIC FLEX POSTS | 1,187.50 | |
| 200-200-56010 | SUPPLIES | CLAY HILLS AG | TRIUMPH RTU 6X1 QT | 132.00 | |
| 200-200-56010 | SUPPLIES | MENARDS | 4.75GAL FIBERED, PVC COATED WORK GLOVE, | 69.16 | |
| 200-200-56050 | FUEL | T-BONE FUEL DELIVERY | FUEL | 9,369.75 | |
| 200-200-56090 | SMALL TOOLS | MENARDS | 4' STEP LADDER | 13.09 | |
| 200-200-56120 | TRAFFIC SIGNS | ACE HARDWARE & GARDEN CNT | USS HX, LOCK NUTS, FLAT WASHERS | 69.47 | |
| 200-200-56120 | TRAFFIC SIGNS | GENERAL TRAFFIC CONTROLS | TRAFFIC SIGNAL CONTROLLER LOST CREEK P | 74.58 | |
| 200-200-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 42.54 | |
| 200-200-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 9.95 | |
| 200-200-56220 | ELECTRICITY | CORNHUSKER PUBLIC POWER DISTRICT | ELECTRICITY | 594.30 | |
| 200-200-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 29,725.64 | |
| 200-200-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 168.26 | |
| 200-200-56250 | REFUSE | ACE SANITATION SERVICE INC | MAY GARBAGE SERVICE | 55.00 | |
| 200-200-57200-23025 | CAPITAL-LAND & BUILDINGS | GEHRING CONSTRUCTION & | SID #189 48TH AVE FROM 23RD ST TO S OF | 429,181.27 | |
| 200-200-57200-23025 | CAPITAL-LAND & BUILDINGS | MID-STATE ENGINEERING & TEST | CONSTRUCTION TESTING SERVICES 5/1/23 - | 2,532.50 | |
| 200-200-57300-20071 | CAPITAL-NEW CONSTRUCTION | GEHRING CONSTRUCTION & | SID #189 48TH AVE FROM 23RD ST TO S OF | 75,462.37 | |
| Total For Dept 200 STREETS | | | | 559,925.17 | |

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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 | | | | | |
| 200-202-56010 | SUPPLIES | TRACTOR SUPPLY CREDIT PLANE | E6000 CLEAR 3.7OZ TUBE | 6.99 | |
| 200-202-56130 | SUPPLIES FOR RESALE | ADVANCE AUTO PARTS | AIR FILTERS | 50.50 | |
| 200-202-56130 | SUPPLIES FOR RESALE | ARNOLD MOTOR SUPPLY | AIR FILTERS, BRAKE HONE | 103.65 | |
| 200-202-56130 | SUPPLIES FOR RESALE | LAWSON PRODUCTS | GATES 2-BRAID HOSE | 724.50 | |
| 200-202-56130 | SUPPLIES FOR RESALE | O'REILLY AUTOMOTIVE INC | REPAIR KIT | 18.99 | |
| Total For Dept 202 MECHANICS SHOP | | | | 904.63 | |
| Total For Fund 200 STREETS/ENGINEERING | | | | 560,829.80 | |
| Fund 205 AIRPORT | | | | | |
| Dept 205 AIRPORT | | | | | |
| 205-205-53520 | CONTRACT SERVICES | JOHNSON CONTROLS FIRE PRO | SERVICE AGREEMENT ON FIRE ALARM SYSTEM | 1,096.20 | |
| 205-205-56010 | SUPPLIES | MENARDS | SPRAY PAINT, CAULK, GREASE FITTING, SAN | 20.87 | |
| 205-205-56030 | CLEANING SUPPLIES/SERVICE | HEARTLAND OFFICE CLEANERS | JUNE CLEANING | 250.00 | |
| 205-205-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 1,091.67 | |
| 205-205-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 85.50 | |
| 205-205-57200-22025 | CAPITAL-LAND & BUILDINGS | KIRKHAM MICHAEL & ASSOCIA | HANGAR FLOOR & APRON REHAB FOR BLDING 1 | 10,232.22 | |
| 205-205-57200-22025 | CAPITAL-LAND & BUILDINGS | MID-STATE ENGINEERING & T | MUNICIPAL AIRPORT | 420.00 | |
| 205-205-57200-23030 | CAPITAL-LAND & BUILDINGS | KIRKHAM MICHAEL & ASSOCIA | HANGAR TAXIWAY 2023 | 1,346.67 | |
| Total For Dept 205 AIRPORT | | | | 14,543.13 | |
| Total For Fund 205 AIRPORT | | | | 14,543.13 | |
| Fund 220 COMMUNICATIONS - E911 | | | | | |
| Dept 220 E911 | | | | | |
| 220-220-52700 | TRAINING AND TUITION | FIRST NATIONAL BANK OMAHA | APCO-ONLINE MEMBER- VASQUEZ | 419.00 | |
| 220-220-53200 | PROFESSIONAL SERVICES | LANGUAGE LINE SERVICES INC | OVER THE PHONE INTERPRETATION | 129.76 | |
| 220-220-56010 | SUPPLIES | CULLIGAN OF COLUMBUS | REVERSE OSMOSIS | 32.00 | |
| 220-220-56010 | SUPPLIES | FIRST NATIONAL BANK OMAHA | AMAZON - HAND SOAP | 307.52 | |
| 220-220-56030 | CLEANING SUPPLIES/SERVICE | FIRST NATIONAL BANK OMAHA | AMAZON - ZEP GLASS CLEANER | 49.99 | |
| 220-220-56030 | CLEANING SUPPLIES/SERVICE | HEARTLAND OFFICE CLEANERS | JUNE CLEANING | 250.00 | |
| 220-220-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 498.76 | |
| 220-220-56240 | TELEPHONE | AT&T MOBILITY | WIRELESS | 69.92 | |
| 220-220-56240 | TELEPHONE | CENTURY LINK | E911 PHONE CHARGES | 930.00 | |
| 220-220-56240 | TELEPHONE | FRONTIER | E911 PHONE CHARGES 05/30/23 TO 06/29/23 | 902.59 | |
| 220-220-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 42.75 | |
| 220-220-57510-23034 | CAPITAL-EQUIPMENT | PLATTE VALLEY COMMUNICATI | INSTALL NEW ANTENNA | 3,396.60 | |
| Total For Dept 220 E911 | | | | 7,028.89 | |
| Total For Fund 220 COMMUNICATIONS - E911 | | | | 7,028.89 | |
| Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING | | | | | |
| Dept 225 EC-911 EQUIPMENT SHARING | | | | | |
| 225-225-56240 | TELEPHONE | TELECOMMUNICATION SYSTEMS | MONTHLY CIRCUIT FEE | 1,970.67 | |
| Total For Dept 225 EC-911 EQUIPMENT SHARING | | | | 1,970.67 | |
| Total For Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHAF | | | | 1,970.67 | |
| Fund 480 COMMUNITY REDEVL AUTH | | | | | |
| Dept 000 | | | | | |
| 480-000-21582 | TIF PAY NEIGHBORHOOD BEAUT | GRANT BIG 10 SPORTS BAR & GRILL | 23RD ST CORRIDOR PROJECT | 9,186.00 | |
| Total For Dept 000 | | | | 9,186.00 | |
| Dept 482 SLUMBERLAND | | | | | |

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| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
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| Fund 480 COMMUNITY REDEVL AUTH | | | | | |
| Dept 482 SLUMBERLAND | | | | | |
| 480-482-59010 | PRINCIPAL | LARSON FAMILY REAL ESTATE | SLUMBERLAND TIF BOND PAYMENTS | 11,489.50 | |
| Total For Dept 482 SLUMBERLAND | | | | 11,489.50 | |
| Dept 483 RAMADA | | | | | |
| 480-483-59010 | PRINCIPAL | NBC CAPITAL, LLC | RAMADA TIF PAYMENT | 31,013.44 | |
| Total For Dept 483 RAMADA | | | | 31,013.44 | |
| Dept 484 HOBBY LOBBY | | | | | |
| 480-484-53200 | PROFESSIONAL SERVICES | COLUMBUS WESTGATE, LLC | HOBBY LOBBY TAX ALLOCATION BONDS | 16,230.29 | |
| Total For Dept 484 HOBBY LOBBY | | | | 16,230.29 | |
| Dept 485 WHO DEVEL - APARTMENTS | | | | | |
| 480-485-59010 | PRINCIPAL | GREAT PLAINS STATE BANK | APARTMENTS-WHO DEVELOPMENT TAX ALLOCATI | 10,323.45 | |
| Total For Dept 485 WHO DEVEL - APARTMENTS | | | | 10,323.45 | |
| Dept 486 WHO DEVELOPMENT - HOTEL | | | | | |
| 480-486-59010 | PRINCIPAL | GREAT PLAINS STATE BANK | HOTEL-WHO DEVELOPMENT TAX ALLOCATION BC | 7,017.05 | |
| Total For Dept 486 WHO DEVELOPMENT - HOTEL | | | | 7,017.05 | |
| Dept 487 QUANTUM COLUMBUS, LLC | | | | | |
| 480-487-59010-19277 | PRINCIPAL | VERIDIAN CREDIT UNION | APARTMENTS-QUANTUM TAX ALLOCATION BONDS | 52,894.27 | |
| Total For Dept 487 QUANTUM COLUMBUS, LLC | | | | 52,894.27 | |
| Dept 488 COLUMBUS LODGING, LLC | | | | | |
| 480-488-59010 | PRINCIPAL | FIVE POINTS BANK | HOTEL-COLUMBUS LODGING TAX ALLOCATION E | 27,195.76 | |
| Total For Dept 488 COLUMBUS LODGING, LLC | | | | 27,195.76 | |
| Dept 489 COLUMBUS RETAIL, LLC | | | | | |
| 480-489-59010 | PRINCIPAL | BANK OF THE VALLEY | COLUMBUS RETAIL TAX ALLOCATION BONDS - | 18,486.64 | |
| 480-489-59010 | PRINCIPAL | GREAT PLAINS STATE BANK | COLUMBUS RETAIL TAX ALLOCATION BONDS - | 16,592.40 | |
| Total For Dept 489 COLUMBUS RETAIL, LLC | | | | 35,079.04 | |
| Dept 490 FRONTIER REDEVELOPMENT TIF BOND | | | | | |
| 480-490-59010 | PRINCIPAL | GRANVILLE CUSTOM HOMES, IN | FRONTIER REDEVELOPMENT TAX ALLOCATION E | 26,977.98 | |
| Total For Dept 490 FRONTIER REDEVELOPMENT TIF BOND | | | | 26,977.98 | |
| Dept 491 WEST ELKS REDEVELOPMENT TIF BOND | | | | | |
| 480-491-59010 | PRINCIPAL | ELLI VNARG, LLC | WEST ELKS TAX ALLOCATION BONDS - #71012 | 14,491.68 | |
| Total For Dept 491 WEST ELKS REDEVELOPMENT TIF BOND | | | | 14,491.68 | |
| Dept 492 SEQUOIA REDEVELOPMENT TIF BOND | | | | | |
| 480-492-59010 | PRINCIPAL | SEQUOIA PROPERTIES, LLC | SEQUOIA TAX ALLOCATION BONDS- #71000089 | 2,559.94 | |
| Total For Dept 492 SEQUOIA REDEVELOPMENT TIF BOND | | | | 2,559.94 | |
| Dept 493 FARM VIEW REDEVELOPMENT TIF BOND | | | | | |
| 480-493-59010-21103 | PRINCIPAL | GRANVILLE CUSTOM HOMES, IN | FARM VIEW TAX ALLOCATION BONDS | 111,682.88 | |
| Total For Dept 493 FARM VIEW REDEVELOPMENT TIF BOND | | | | 111,682.88 | |
| Dept 494 FREDDY'S | | | | | |
| 480-494-59020 | INTEREST AND FISCAL FEES | BANK OF THE VALLEY | FREDDY'S - WHO DEVELOPMENT TAX ALLOCATI | 9,287.52 | |
| Total For Dept 494 FREDDY'S | | | | 9,287.52 | |
| Dept 495 FRC | | | | | |
| 480-495-59020 | INTEREST AND FISCAL FEES | COLUMBUS COMMUNITY FOUNDA | FRC TAX ALLOCATION BONDS | 14,436.90 | |

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 BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|--|--------------------------------|----------------------------|---|------------|---------|
| Fund 480 COMMUNITY REDEVL AUTH | | | | | |
| Dept 495 FRC | | | | | |
| Total For Dept 495 FRC | | | | 14,436.90 | |
| Dept 496 STARBUCKS | | | | | |
| 480-496-59010 | PRINCIPAL | BANK OF THE VALLEY | STARBUCKS - WHO DEVELOPMENT TAX ALLOCAI | 2,269.56 | |
| Total For Dept 496 STARBUCKS | | | | 2,269.56 | |
| Dept 497 4J CAPITAL | | | | | |
| 480-497-59010 | PRINCIPAL | FIRST INTERSTATE BANK | 4J CAPITAL TAX ALLOCATION BONDS - #7101 | 186,143.76 | |
| Total For Dept 497 4J CAPITAL | | | | 186,143.76 | |
| Total For Fund 480 COMMUNITY REDEVL AUTH | | | | 568,279.02 | |
| Fund 500 UTILITY SERVICE | | | | | |
| Dept 000 | | | | | |
| 500-000-20100 | SAM-41 | HOEFER DENNIS & KIMBERLY | UB refund for account: 100-07085-08 | 84.45 | |
| Total For Dept 000 | | | | 84.45 | |
| Dept 500 WASTEWATER COLLECTION | | | | | |
| 500-500-52700 | TRAINING AND TUITION | UTILITIES SECTION | WATER OPERATORS WORKSHOP | 195.00 | |
| 500-500-52710 | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE | BACK GROUND CHECKS | 51.00 | |
| 500-500-52800 | UNIFORMS | JACKSON SERVICES INC | UNIFORMS | 253.62 | |
| 500-500-53200 | PROFESSIONAL SERVICES | COLUMBUS CREDIT SERVICES | ANNUAL PUBLIC RECORD BULLETIN SUBSCRIPT | 90.00 | |
| 500-500-53400 | COMPUTER SUPPORT/MAINT | APPLIED CONNECTIVE TECHNOI | ELITE DESK 800, MONITORS, SPEAKER BAR, | 1,431.00 | |
| 500-500-53400 | COMPUTER SUPPORT/MAINT | LABORDE, ADAM | GIS SUPPORT SERVICE - MAY 2023 | 180.00 | |
| 500-500-54310 | BUILDING MAINTENANCE | OLSON'S PEST TECHNICIANS | PEST CONTROL | 18.34 | |
| 500-500-54320 | EQUIPMENT MAINTENANCE | ELECTRICAL ENGINEERING & | VINYL COLOR CODING TAPE | 38.61 | |
| 500-500-54320 | EQUIPMENT MAINTENANCE | KELLY SUPPLY COMPANY | BLACK PIPE, NIPPLE, BALL VALVE, VINYL T | 153.56 | |
| 500-500-54320 | EQUIPMENT MAINTENANCE | REARDON LAWN & GARDEN INC | SLEEVE | 3.99 | |
| 500-500-54330 | VEHICLE MAINTENANCE | O'REILLY AUTOMOTIVE INC | 28OZ PROTECT, SHEET TOWEL | 45.97 | |
| 500-500-54390 | SYSTEM MAINTENANCE | FASTENAL COMPANY | IC WB FLO GRN, CAUTION BLUE | 147.51 | |
| 500-500-54390 | SYSTEM MAINTENANCE | IOWA PUMP WORKS, INC. | EQD INSERT, FEMALE | 68.90 | |
| 500-500-54390 | SYSTEM MAINTENANCE | ONE CALL CONCEPTS INC | LOCATE FEES | 280.09 | |
| 500-500-54390 | SYSTEM MAINTENANCE | REARDON LAWN & GARDEN INC | TRIMMER | 161.99 | |
| 500-500-54390 | SYSTEM MAINTENANCE | WHITE CAP LP | HIGH SPEED DIAMOND BLADE | 67.50 | |
| 500-500-56040 | POSTAGE AND FREIGHT | PITNEY BOWES | EQUIPMENT SERVICE AGREEMENT 1/01/2023 T | 281.17 | |
| 500-500-56190 | PERSONAL PROTECTIVE SUPP | FASTENAL COMPANY | CAUTION BLUE, EYEWEAR | 51.12 | |
| 500-500-56220 | ELECTRICITY | CORNHUSKER PUBLIC POWER DI | ELECTRICITY | 314.50 | |
| 500-500-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 2,165.14 | |
| 500-500-56240 | TELEPHONE | A TO Z MESSAGING | ANSWERING SERVICE | 62.50 | |
| 500-500-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 304.19 | |
| 500-500-56250 | REFUSE | ACE SANITATION SERVICE INC | MAY GARBAGE SERVICE | 27.50 | |
| 500-500-56690 | SALES TAX REMITTANCE | STATE OF NEBR DEPT OF REVM | MAY 2023 UTILITY SALES TAX | 36,815.98 | |
| 500-500-57300-20091 | CAPITAL-NEW CONSTRUCTION | HDR ENGINEERING INC | LOST CREEK OARKWAY SEWER PROJECT R21-13 | 8,577.31 | |
| 500-500-57300-20091 | CAPITAL-NEW CONSTRUCTION | MID-STATE ENGINEERING & TE | LOST CREEK PARKWAY SEWER & WATERMAIN | 255.50 | |
| 500-500-57510-23036 | CAPITAL-EQUIPMENT | HDR ENGINEERING INC | WATER & WASTEWATER USER RATE STUDY | 1,666.72 | |
| Total For Dept 500 WASTEWATER COLLECTION | | | | 53,708.71 | |
| Dept 501 WASTEWATER TREATMENT FAC | | | | | |
| 500-501-52700 | TRAINING AND TUITION | HY-VEE INC | COFFEE, ICE, WATER, POP | 100.34 | |
| 500-501-52800 | UNIFORMS | JACKSON SERVICES INC | UNIFORMS | 197.32 | |
| 500-501-54320 | EQUIPMENT MAINTENANCE | ANDRITZ SEPARATION INC | PRESS BELT | 3,995.17 | |
| 500-501-54320 | EQUIPMENT MAINTENANCE | ARNOLD MOTOR SUPPLY | O-RING ASSORTMENT | 18.99 | |
| 500-501-54320 | EQUIPMENT MAINTENANCE | ELECTRICAL ENGINEERING & | AC DRIVE 5 HP 480V 3 PHASE | 1,033.41 | |
| 500-501-54320 | EQUIPMENT MAINTENANCE | MARTIN SPROCKET & GEAR | PLASTIC TROUGH LINER | 4,213.00 | |

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 BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|---|---------------------------|-------------------------------|---|------------|---------|
| Fund 500 UTILITY SERVICE | | | | | |
| Dept 501 WASTEWATER TREATMENT FAC | | | | | |
| 500-501-54320 | EQUIPMENT MAINTENANCE | MATHESON-LINWELD | ACETYLENE | 111.00 | |
| 500-501-55640 | COMPLIANCE TESTING | MIDWEST LABORATORIES INC | WATER TESTING & SUPPLIES | 484.86 | |
| 500-501-55640 | COMPLIANCE TESTING | PACE ANALYTICAL SERVICES I | WATER TESTING | 1,013.70 | |
| 500-501-56010 | SUPPLIES | ARNOLD MOTOR SUPPLY | CLEANER | 68.88 | |
| 500-501-56010 | SUPPLIES | MENARDS | METAL CUTTING | 87.48 | |
| 500-501-56030 | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC | MAT | 36.39 | |
| 500-501-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 189.98 | |
| 500-501-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 53.52 | |
| 500-501-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 14,804.80 | |
| 500-501-56240 | TELEPHONE | FRONTIER | PHONE/INTERNET/FAX LINES | 102.16 | |
| 500-501-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 38.52 | |
| 500-501-56250 | REFUSE | NORTHEAST NEBRASKA SOLID | LANDFILL CHARGES | 232.81 | |
| Total For Dept 501 WASTEWATER TREATMENT FAC | | | | 26,782.33 | |
| Total For Fund 500 UTILITY SERVICE | | | | 80,575.49 | |
| Fund 520 WATER | | | | | |
| Dept 000 | | | | | |
| 520-000-20100 | SWX-1 | HOEFER DENNIS & KIMBERLY | UB refund for account: 100-07085-08 | 22.77 | |
| Total For Dept 000 | | | | 22.77 | |
| Dept 520 WATER | | | | | |
| 520-520-52800 | UNIFORMS | JACKSON SERVICES INC | UNIFORMS | 75.30 | |
| 520-520-53200 | PROFESSIONAL SERVICES | COLUMBUS CREDIT SERVICES | ANNUAL PUBLIC RECORD BULLETIN SUBSCRIPT | 90.00 | |
| 520-520-53400 | COMPUTER SUPPORT/MAINT | APPLIED CONNECTIVE TECHNOI | ELITE DESK 800, MONITORS, SPEAKER BAR, | 2,722.00 | |
| 520-520-53400 | COMPUTER SUPPORT/MAINT | LABORDE, ADAM | GIS SUPPORT SERVICE - MAY 2023 | 180.00 | |
| 520-520-54310 | BUILDING MAINTENANCE | OLSON'S PEST TECHNICIANS | PEST CONTROL | 18.33 | |
| 520-520-54320 | EQUIPMENT MAINTENANCE | KELLY SUPPLY COMPANY | RETURN - ADPT FL | 252.62 | |
| 520-520-54320 | EQUIPMENT MAINTENANCE | REARDON LAWN & GARDEN INC | SLEEVE | 3.99 | |
| 520-520-54390 | SYSTEM MAINTENANCE | FASTENAL COMPANY | CAUTION BLUE, EYEWEAR | 146.10 | |
| 520-520-54390 | SYSTEM MAINTENANCE | GEHRING CONSTRUCTION & | 2260 25TH AVE | 4,674.25 | |
| 520-520-54390 | SYSTEM MAINTENANCE | LAKEVIEW SMALL ENGINE INC | BLADE | 107.40 | |
| 520-520-54390 | SYSTEM MAINTENANCE | LOSEKE LAKE STOP LLC | SOD ROLLS | 29.52 | |
| 520-520-54390 | SYSTEM MAINTENANCE | ONE CALL CONCEPTS INC | LOCATE FEES | 280.09 | |
| 520-520-54390 | SYSTEM MAINTENANCE | REARDON LAWN & GARDEN INC | TRIMMER | 162.00 | |
| 520-520-54390 | SYSTEM MAINTENANCE | WHITE CAP LP | HIGH SPEED DIAMOND BLADE | 67.50 | |
| 520-520-54420 | WELL MAINTENANCE | DOWNEY DRILLING | MOB, PRE TEST, REMOVE PUMP & INSPECT | 24,124.59 | |
| 520-520-56040 | POSTAGE AND FREIGHT | PITNEY BOWES | EQUIPMENT SERVICE AGREEMENT 1/01/2023 T | 281.17 | |
| 520-520-56190 | PERSONAL PROTECTIVE SUPP | FASTENAL COMPANY | CAUTION BLUE, EYEWEAR | 51.12 | |
| 520-520-56210 | NATURAL GAS | BLACK HILLS ENERGY | NATURAL GAS | 83.08 | |
| 520-520-56210 | NATURAL GAS | FERRELLGAS LP | RENTAL 5/01/2023 TO 4/30/2024 | 74.90 | |
| 520-520-56210 | NATURAL GAS | HEARTLAND NATURAL GAS LLC | NATURAL GAS | 9.22 | |
| 520-520-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 16,874.59 | |
| 520-520-56240 | TELEPHONE | A TO Z MESSAGING | ANSWERING SERVICE | 62.50 | |
| 520-520-56240 | TELEPHONE | FRONTIER | NWP ALARM 5/30/23 TO 6/29/23 | 260.72 | |
| 520-520-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 509.71 | |
| 520-520-56250 | REFUSE | ACE SANITATION SERVICE INC | MAY GARBAGE SERVICE | 27.50 | |
| 520-520-56690 | SALES TAX REMITTANCE | STATE OF NEBR DEPT OF REVENUE | MAY 2023 UTILITY SALES TAX | 4,274.76 | |
| 520-520-57200-22031 | CAPITAL-LAND & BUILDINGS | HDR ENGINEERING INC | DESIGN & CONSTRUCTION PHASE SERVICES FC | 1,907.90 | |
| 520-520-57200-22031 | CAPITAL-LAND & BUILDINGS | RUTJENS CONSTRUCTION | LOST CREEK PARKWAY WATER MAIN EXTENSION | 771,848.37 | |
| Total For Dept 520 WATER | | | | 829,199.23 | |

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 BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # | |
|-------------------------------|---------------------------|---|-------------------------------------|-----------|------------|--|
| Fund 520 WATER | | Total For Fund 520 WATER | | | 829,222.00 | |
| Fund 560 STORMWATER UTILITY | | | | | | |
| Dept 000 | | | | | | |
| 560-000-20100 | SUF-6 | HOEFER DENNIS & KIMBERLY | UB refund for account: 100-07085-08 | 3.54 | | |
| | | Total For Dept 000 | | | 3.54 | |
| Dept 560 STORMWATER UTILITY | | | | | | |
| 560-560-53400 | COMPUTER SUPPORT/MAINT | LABORDE, ADAM | GIS SUPPORT SERVICE - MAY 2023 | 120.00 | | |
| 560-560-53400 | COMPUTER SUPPORT/MAINT | VERIZON | GPS UNITS | 28.40 | | |
| 560-560-56690 | SALES TAX REMITTANCE | STATE OF NEBR DEPT OF REVENUE | MAY 2023 UTILITY SALES TAX | 2,073.85 | | |
| | | Total For Dept 560 STORMWATER UTILITY | | | 2,222.25 | |
| | | Total For Fund 560 STORMWATER UTILITY | | | 2,225.79 | |
| Fund 570 SOLID WASTE DIVISION | | | | | | |
| Dept 000 | | | | | | |
| 570-000-20100 | SWD-1 | HOEFER DENNIS & KIMBERLY | UB refund for account: 100-07085-08 | 2.04 | | |
| | | Total For Dept 000 | | | 2.04 | |
| Dept 570 TRANSFER STATION | | | | | | |
| 570-570-52800 | UNIFORMS | JACKSON SERVICES INC | UNIFORMS | 240.78 | | |
| 570-570-53200 | PROFESSIONAL SERVICES | OLSON'S PEST TECHNICIANS | PEST CONTROL | 50.00 | | |
| 570-570-54330 | VEHICLE MAINTENANCE | FIRST NATIONAL BANK OMAHA | TARPSTOP- VINYL AHESIVE CEMENT | 349.88 | | |
| 570-570-54330 | VEHICLE MAINTENANCE | KELLY SUPPLY COMPANY | STEEL COUPLER | 47.06 | | |
| 570-570-54330 | VEHICLE MAINTENANCE | POMP'S TIRE SERVICE INC. | USED TRUCK TIRE | 612.27 | | |
| 570-570-54330 | VEHICLE MAINTENANCE | TIRE OUTLET INC | USED TIRE | 180.00 | | |
| 570-570-54330 | VEHICLE MAINTENANCE | TRUCK CENTER COMPANIES | AIR SPRING | 318.61 | | |
| 570-570-54550 | LANDFILL DISPOSAL | NORTHEAST NEBRASKA SOLID | LANDFILL CHARGES | 71,004.66 | | |
| 570-570-56010 | SUPPLIES | MENARDS | 4 1/2" METAL GRINDING & CUTTING | 13.44 | | |
| 570-570-56020 | OFFICE SUPPLIES | FIRST NATIONAL BANK OMAHA | AMAZON - HOLSTER BELT CLIP CASE | 9.99 | | |
| 570-570-56030 | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC | MATS, ROLLER TOWELS, UNIFORMS | 34.16 | | |
| 570-570-56220 | ELECTRICITY | LOUP POWER DISTRICT | ELECTRICITY | 426.24 | | |
| 570-570-56240 | TELEPHONE | VERIZON WIRELESS | CELL PHONE APR 27 - MAY 26 | 62.73 | | |
| | | Total For Dept 570 TRANSFER STATION | | | 73,349.82 | |
| | | Total For Fund 570 SOLID WASTE DIVISION | | | 73,351.86 | |
| Fund 730 LICENSES TO SCHOOLS | | | | | | |
| Dept 730 LICENSES TO SCHOOLS | | | | | | |
| 730-730-42101 | LIQUOR AND BEER LICENSES | BARREL HOUSE | REFUND PARTIAL YEAR LIQUOR LICENSE | 150.00 | | |
| | | Total For Dept 730 LICENSES TO SCHOOLS | | | 150.00 | |
| | | Total For Fund 730 LICENSES TO SCHOOLS | | | 150.00 | |

UNJOURNALIZED
BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|-----------|-------------------|--------|---------------------|--------|---------|
|-----------|-------------------|--------|---------------------|--------|---------|

Fund Totals:

| | |
|--------------------------|--------------|
| Fund 100 GENERAL FUND | 1,247,092.77 |
| Fund 200 STREETS/ENGINEE | 560,829.80 |
| Fund 205 AIRPORT | 14,543.13 |
| Fund 220 COMMUNICATIONS | 7,028.89 |
| Fund 225 COMMUNICATIONS- | 1,970.67 |
| Fund 480 COMMUNITY REDEV | 568,279.02 |
| Fund 500 UTILITY SERVICE | 80,575.49 |
| Fund 520 WATER | 829,222.00 |
| Fund 560 STORMWATER UTIL | 2,225.79 |
| Fund 570 SOLID WASTE DIV | 73,351.86 |
| Fund 730 LICENSES TO SCI | 150.00 |

| | |
|----------------------|---------------------|
| Total For All Funds: | <u>3,385,269.42</u> |
|----------------------|---------------------|

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS - None

7. PUBLIC HEARINGS

7.A. Public hearing - Application of Gottberg Auto Company LLC dba Dusters Restaurant and Gottberg Brew Pub for addition to liquor license at 2804 13 Street to include outdoor area.



Jim Pillen
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION

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

- ADDITION
- DELETION
- CHANGE OF LOCATION
- RECONSTRUCTION

LICENSING STAFF: _____

TO: _____

LICENSE #: _____

LICENSEE: _____

TRADE NAME: _____

ADDRESS: _____

CITY/COUNTY/ZIP: _____

CONTACT PERSON/PHONE #: _____

CONTACT EMAIL: _____

REQUEST: _____

MAKING THE NEW DESCRIPTION:

- APPROVED
- NO LOCAL RECOMMENDATION
- DENIED

Clerk's Name: _____ Date: _____

Kim Lowe
Commissioner

Bruce Bailey
Chairman


Harry Hoch
Commissioner



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 30TH, 2023

SUBJECT: LIQUOR LICENSE
(ADDITION TO LICENSED AREA)
GOTTBERG AUTO COMPANY LLC
DBA: GOTTBERG BREW PUB AND DUSTERS
RESTAURANT
2804 13TH STREET, COLUMBUS, NEBRASKA 68601
COLUMBUS, NEBRASKA

OWNER: MARILEA HULL

It should be noted that this is an, Addition to Licensed Area, for outside dining. Gottberg Auto Brew Pub and Dusters Restaurant already has an existing Liquor License.

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

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

- B. Whether the applicant has taken every reasonable precaution to protect against the possibility of shoplifting of alcoholic liquor, which

alcoholic liquor shall be displayed and kept in and sold from an area which is reasonably secured:

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

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

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

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

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

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

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

There is no evidence shown that activities will create unreasonable noise.

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

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

The Columbus Police Department recommends approval for the Addition to License Area.

ADDITION TO LICENSED AREA

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

License
Class: C&L

License Number:
L 125063
C 125062

RECEIVED
Office Use only
MAY 16 2023
Date Stamp HERE ONLY
Do not stamp on following pages
Nebraska Liquor
Control Commission

Application Requirements:

- Fee of \$45.00 – You may pay online at www.ne.gov/go/NLCCpayport or include a check made payable to the Nebraska Liquor Control Commission
- Must include a copy of the lease, deed or purchase agreement showing ownership in the name of the applicant of area to be added.
- Must include simple hand drawn sketch showing existing licensed area and area to be ADDED, must include outside dimensions in feet (not square feet), show direction North.
DO NOT SEND BLUE PRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition
 - Rules & Regulations Chapter 2–012.0712.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances

LICENSEE NAME Gottberg Auto Company LLC
TRADE NAME Dusters Restaurant and Gottberg Brew Pub
PREMISE ADDRESS 2804 13th St
CITY Columbus ZIP CODE 68601 COUNTY Platte
CONTACT PERSON Marilea Hull
PHONE NUMBER OF CONTACT PERSON 402-564-1347
EMAIL ADDRESS OF CONTACT PERSON Marileah@dorothylynch.com

Office use only

PAYMENT TYPE Pay Port
AMOUNT \$45 RCPT
RECEIVED: 5.15.23
DATE DEPOSITED _____



2300004712

1. Will this addition cause the premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; OR within 300 feet of a college or university campus?

_____ YES _____ NO

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

2. What is being added? Explain the type of addition that is being requested, i.e. beer garden, adding to building *if adding an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing.

Fenced in area on the sidewalk outside of our premises (attached is the proposal).

The unsigned agrrement with the city is attached (I don't yet have the signed copy). The city has approved the proposal

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING
SHOW EXISTING LICENSED AREA AND AREA TO BE ADDED
DO NOT SEND BLUEPRINTS, ARCHITECH OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

*ADD IN 6:
Fence AREA 40' X 60' No new building*

Building length _____ x width _____ in feet

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

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

*If adding an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building _____

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

See ATTACHED Licenses

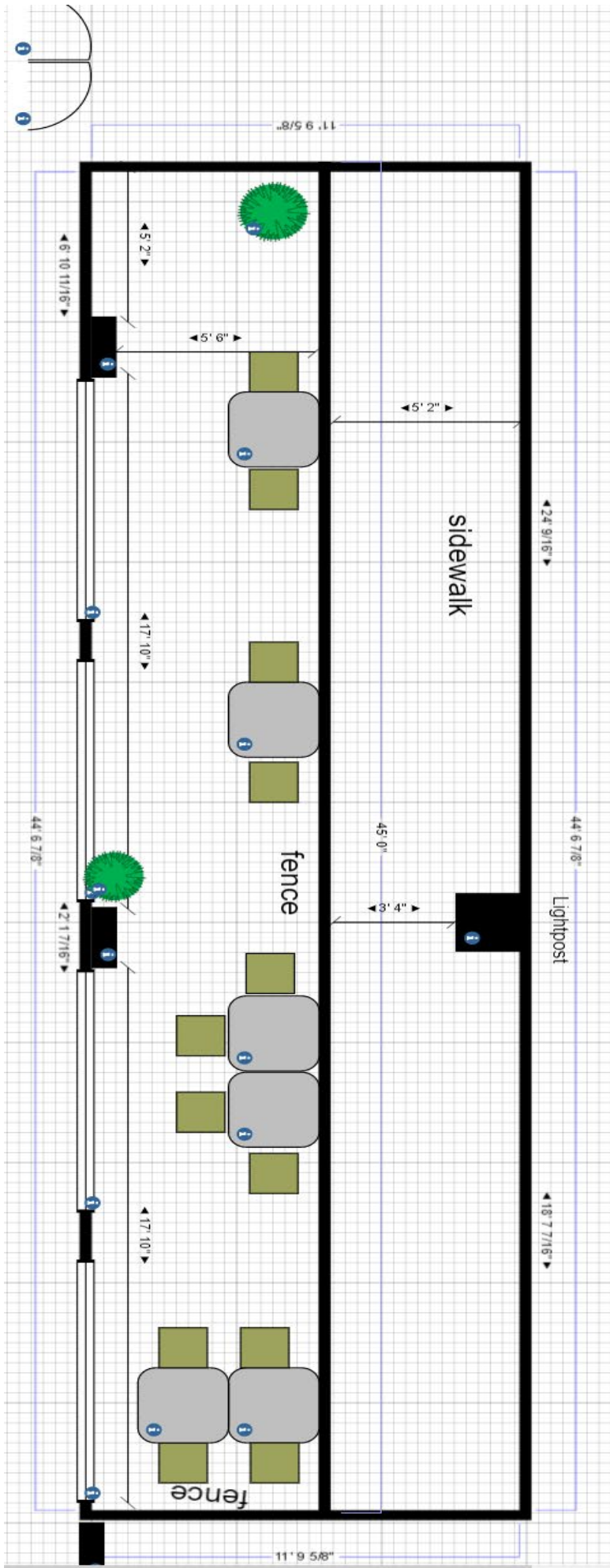
I acknowledge that the premises as added to comply in all respects with the requirements of the act.
Neb Rev Stat §53-129

Marilea Hull

Signature of LICENSEE

Marilea Hull

Printed Name of LICENSEE



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.

Lease Agreement

This Lease Agreement, made and entered into this 1st day of January 2023, and executed in duplicate the and between **Double T Realty, Inc.**, a corporation of Columbus, Nebraska and hereinafter referred to as the Lessor, and **Gottberg Auto Company LLC.** of Columbus, Nebraska, and hereinafter referred to as Lessee.

Witnesseth:

The Lessor has this day leased unto the Lessee for the sole use and occupancy of Lessee, and in consideration of the rents and covenants of the Lessee hereinafter set forth, the following described property:

2544 square feet of floor space located in the basement portion, 11,493 square feet of floor space located on the first floor level portion, and 1291 square feet of floor space located on the second floor level portion of a two-story building located on Lot 8 and the East 44 feet of lot 7, Block 56 Original City of Columbus, Platte County, Nebraska, more particularly described and shown on copies of the floor plan drawings, which copies are attached hereto marked exhibit " A " and hereby is incorporated herein by reference and made a part hereof as if fully set forth herein.

The Lessees term is five (5) years commencing on the first day of January 2023 for the sole purpose of operating a restaurant, brew pub, and brewing operations, and the said Lessee in consideration of the leasing of the said premises as above set forth hereby covenants and agrees with the Lessor to pay to the Lessor as rent for the same and during said five (5) year term the sum of \$6000 per calendar month as rent and 80% of actual utility bills billed at an even \$9000 per month but adjusting to actual spend every six months.

It is further agreed by and between the Lessor and the Lessee as follows:

1. The Lessee and its employees and business guests and invitees may use, during the term of this lease, the following common areas of the building: Men's and women's restrooms, coffee break room, conference room, fax, mail, copier room all located on the second floor, and entryways, elevators, and stairways of the remaining part of said building. Said areas, none of which are part of the leased premises herein, shall be common and joint use areas which may be used by the Lessor and its officers and employees and other Lessees and their employees and business guests and invitees.
2. That the Lessor, without delay, shall make, at its expense, any and all structural repairs including floors, walls and roof, mechanical repairs, electrical repairs, plumbing repairs, heating and air conditioning repairs and window and door repairs respecting the said leased premises and common and joint use areas. After possession is given to the Lessee and during the term of the lease the Lessors shall maintain in good condition, at its expense, the floor, wall and ceiling coverings, window and door finishes, paint and window treatments located in the leased premises and common and joint use areas. Lessor further agrees to provide custodial services, at its expense, for the common and joint use areas only, and keep and maintain the common and joint use areas in a reasonably clean and attractive condition. Lessor agrees to remove or cause to be removed at its expense, all snow from the sidewalks, walkways, driveways and off-street parking areas located on the aforesaid described real property.
3. Lessor agrees that during the term of this lease that it shall, at its expense, operate, maintain, service and keep in good repair the existing heating and air conditioning systems respecting said leased premises.
4. The Lessor agrees and consents that Lessee shall have the right, at its expense, to install or paint signs, markings or other symbols on the interior of set building housing the said leased premises and to make any repairs, improvements or alterations in or to said leased premises including the installation of

partitions or the moving or removal of existing partitions which are first approved in writing by the Lessor. Such repairs, improvements or alterations shall when completed become a part of the said leased premises and shall belong to the Lessor, without compensation to the Lessee, at the expiration of said term of this lease; provided however, Lessee may remove any or all of said repairs, improvements or alterations or any portion thereof providing such removal will not leave the leased premises or any portion thereof in a marred, defaced or unsightly condition and such removal may be done without waste or injury to said lease premises or any portion thereof, and provided further that such removal is completed prior to the expiration of the term of this lease, or within thirty (30) consecutive calendar days after the date that possession of said leased premises is given to the Lessor. All signs, markings and other symbols that are installed by the Lessee shall be removed at its expense without waste or injury to said building and in a manner that will not leave said premises or any portion thereof in a marred or defaced condition and shall be removed on or before the date that possession of said leased premises is given to the Lessor.

5. That Lessee shall have the use of off-street parking for the use of its customers and clients located on the area West of said building as well as the small parking area north of said building. Such spaces shall be used solely for the purpose of providing off street parking areas for vehicles. Such parking spaces shall not be used to store or display vehicles or any other property whatsoever.
6. That Lessor shall procure and maintain, at its expense, normal property insurance coverage, extended coverage and vandalism insurance is enough for all of the improvements located on the aforesaid real property and housing the said leased premises as shown on exhibit "A". The Lessee shall procure and maintain at its expense personal property insurance respecting its personal property located in or on said leased premises. It is agreed by and between the Lessor and the Lessee that in the event of fire, extended coverage or vandalism loss or damage to the personal property owned by the Lessee and located in or on said lease premises that the Lessee agrees to waive any and all rights of recovery from the Lessor for any such fire, extended coverage or vandalism lost or damage to said personal property unless such loss or damage shall result from a deliberate or intentional act on the part of the Lessor, or its officers or employees. It is further agreed by and between the Lessor and the Lessee that in the event of fire, extended coverage or vandalism loss or damage to the building or improvements housing the said leased premises or to the personal property owned by the Lessor and which is located in or on said building and improvements housing said leased premises that the Lessor and Lessee shall waive any and all rights of recovery from each other for any such fire, extended coverage or vandalism loss or damage to said building or improvements or said personal property owned by the Lessor unless such loss or damage shall occur to one party herein as a result of a deliberate or intentional act on the part of the other party herein, or its officers or employees.
7. That if 50% or more of the total area of said leased premises is rendered uninhabitable or untenable by fire or any other cause, the Lessor and Lessee shall be relieved of any right, duty or liability under this Lease Agreement and it shall terminate on the date of such damage. However, if the Lessor elects to and does reconstruct said damage and leased premises, within 180 consecutive calendar days after said lease premises are rendered uninhabitable or untenable, in the original form or in a changed form which has first been approved in writing by the Lessee the terms of this lease and all agreements and covenants herein shall apply to the parties herein.

8. That upon the expiration of said term of this lease, the Lessee shall give peaceable possession of said leased premises to the Lessor in as good a condition as at the time the said leased premises are first occupied by the Lessee, the usual wear and tear, unavoidable accidents and loss by fire excepted. Further Lessee agrees and covenants not to make or suffer any waste thereof nor assign this lease, nor under let or permit any person or entity other than the Lessee and its employees to occupy the said leased premises.
9. That should the Lessee, hold over and remain in possession of subleased premises after the expiration of said term of this lease with the consent of the Lessor, it shall not be deemed or construed to be a renewal or extension of this lease but shall only operate to create a month to month tenancy which may be terminated by the Lessor at the end of any month upon the Lessor giving thirty (30) days prior written notice to the Lessee
10. That the conditions, covenants, provisions and terms of the Lease Agreement shall be binding upon and inure to the benefit of the Lessor and the Lessee, their heirs, successors, assigns, executors, administrators, and legal and personal representatives.

WHEREFORE, the parties herein by and through their duly appointed and authorized representatives have entered into and executed this lease agreement in duplicate on the date first above written.

DOUBLE T REALTY, INC.

Lessor

By Marion Lull President 1-01-2023

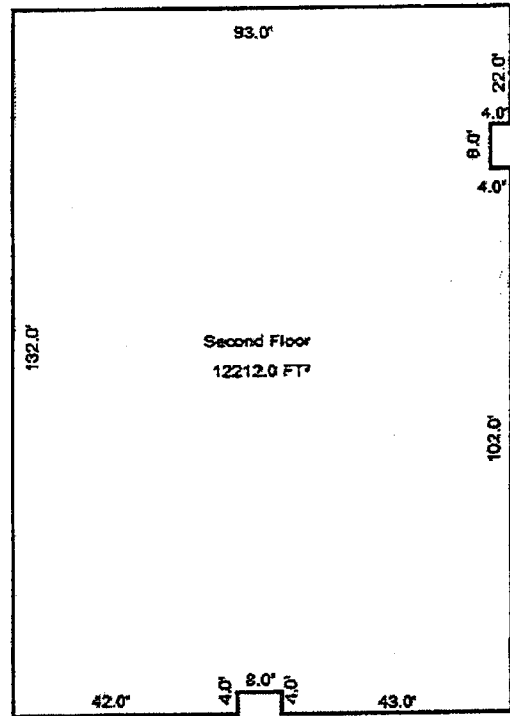
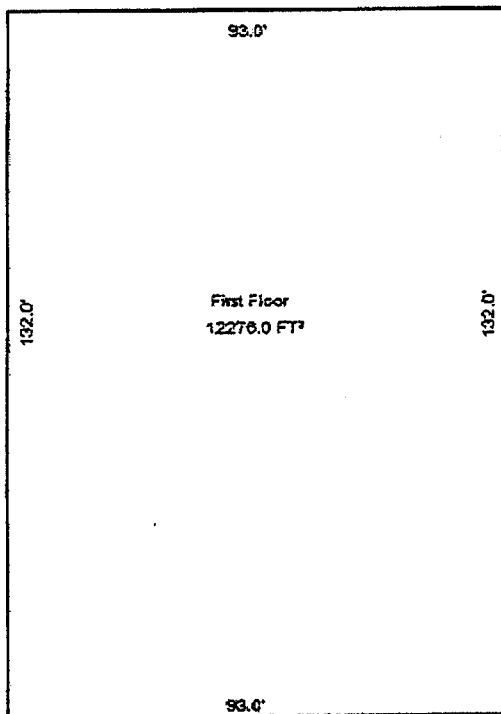
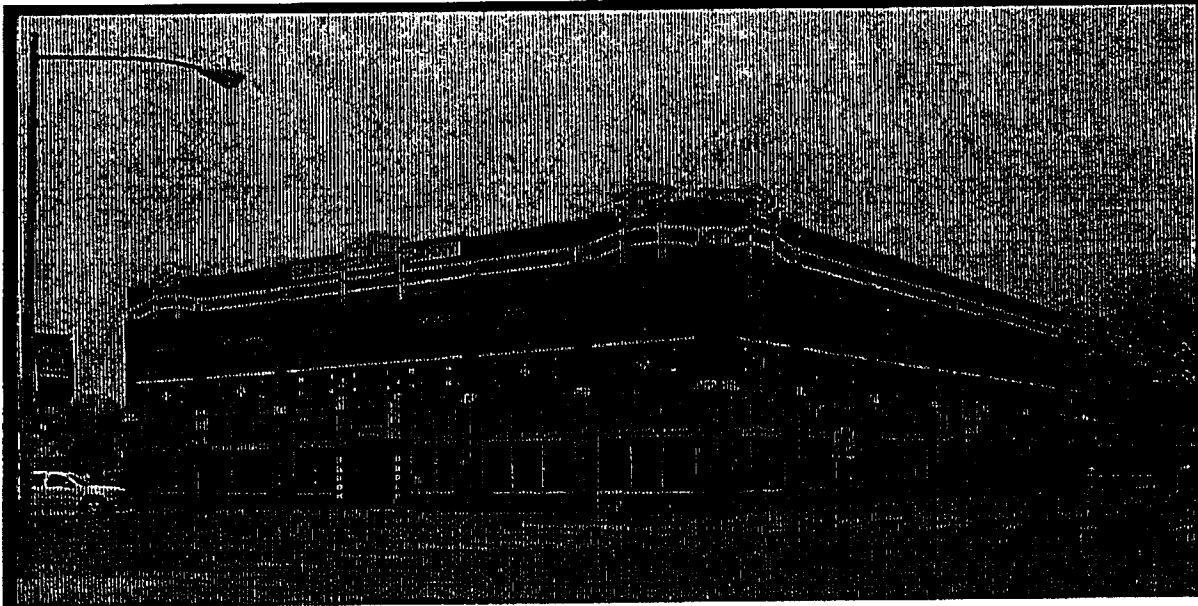
GOTTBERG AUTO COMPANY, LLC

Lessee

By M Lull President 1-01-2023

Exhibit "A"

Restaurant and Pub inhabit entire 1st floor of the building as well as some space on the second floor as detailed in the lease



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

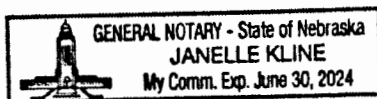
Duly executed this 15 day of May, 2023, by the City Of Columbus:

By: *James Bulkley*
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)

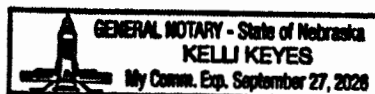
Before me, a Notary Public qualified for said county, personally came James Bulkley as Mayor of The City of Columbus and on behalf of such, known to me to be the identical person who signed the foregoing Easement Agreement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this 15 day of May, 2023.

Kelli Keyes
Notary Public

APPROVED AS TO FORM

By *AVJ*
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.

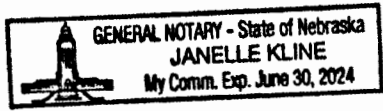
Duly executed this 11 day of May, 2023, by Double T Realty, Inc:

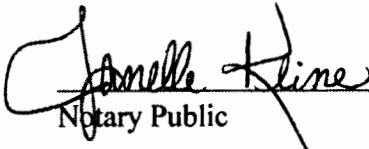
By: , as authorized agent of
Double T Realty, Inc

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

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
brenda.hiland@nebraska.gov
OTC Local Ref ID: 82405334
5/15/2023 08:03 PM

Status: **APPROVED**
Customer Name: Marilea Hull
Type: MasterCard
Credit Card Number: **** * 0657

| Items | Quantity | TPE Order ID | Total Amount |
|----------------------|----------|--------------|--------------|
| Addition to Premises | 1 | 78400002 | \$45.00 |

License Number:: **c125062**
Trade Name (DBA):: **Dusters Restaurant**
Address:: **2804 13th St**
City:: **columbus**
State:: **NE**
Zip Code:: **68601**
Phone Number:: **4025641347**
Email Address:: **Marileah@dorothylynch.com**

| | |
|--|---------|
| Total remitted to the Nebraska Liquor Control Commission | \$45.00 |
| Total Amount Charged | \$46.12 |

7.B. Public hearing - Application of UJJVAL, LLC dba Dual Stop Columbus 23rd Street for Retail Class D liquor license at 220 23 Street, Suite 1 (3 Avenue and 23 Street).

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: May 30, 2023

DUE DATE: June 14, 2023

Applicant UJJVAL, LLC dba Dual Stop Columbus 23 Street
Address 220 23 Street, Suite 1 Columbus, NE 68601
Legal Description TR IN SW SW CONT .72 AC 16-17-1E LAND IN CITY
LIMITS, COLUMBUS

IS (x) IS NOT () WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY

**IF NOT, DO NOT PROCEED - NOTIFY THE MUNICIPAL CLERK'S OFFICE
AND RETURN THIS FORM**

Requested License or Action: Class D
Existing Zoning: B-2
Existing Land Use: Commercial
Adjacent Land Use and Zoning:

North: B-2
South: B-2
East: B-2
West: B-2

General Neighborhood/Area Land Uses: Commercial

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): : 23rd St. / Hwy 30
Expressway

Street Width and Profile: 66-foot Urban, 5-Lane divided

Speed Limit: 45 mph

Average Daily Traffic Count: 23,730 (2016 ADT)



Richard J. Bogus, P.E.
City Engineer



COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: JUNE 7TH, 2023

SUBJECT: UJJVAL, LLC
DBA: DUAL STOP COLUMBUS 23RD STREET
LIQUOR LICENSE APPLICATION
220 23RD STREET
COLUMBUS, NEBRASKA

MANAGER: NIRAJ PATEL

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

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

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

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

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

The area is zoned for business.

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

Sanitation or sanitary conditions are in order.

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

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

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

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

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

The existing liquor licenses in the area include one to the west, Wunderlich's Friendly Bar (Class C) an approximate 1 minute walk. One to the southwest, Maximus (Class C) an approximate 1 minute walk. It should be noted that the current site for Dual Stop Columbus 23rd Street use to be Corner Stop Inc. (which had an existing Class D).

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

The proposed license is compatible with this area.

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

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

- J. Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with section 53.102:

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

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

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

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

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

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

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

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

There will be no impact on local schools, libraries, parks, and other public institutions:

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

Activities will not create unreasonable noise.

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

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

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

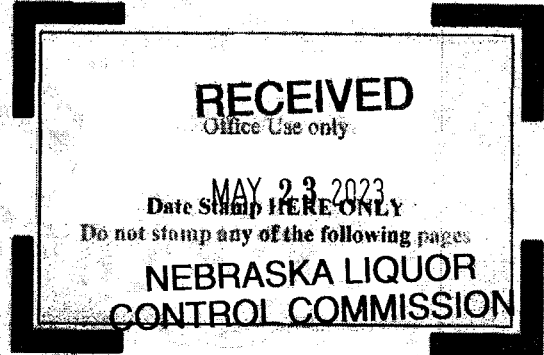
The Columbus Police Department recommends approval of the Dual Stop Columbus liquor license

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST RETAIL**

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

License
Class: D

License Number:
125791



Office Use Only

NEW/REPLACING 15659 TOP Yes / No

Hot List Yes / No Initial: KF

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Ujval, LLC

TRADE (DBA) NAME Dual Stop Columbus- 23rd Street

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER Maulin Patel


CONTACT EMAIL ADDRESS maulinpatel93@gmail.com

Cum hx
o

5-30-2053

Hb Lakshinder

Atty

| | |
|------------------------------|--|
| Office use only | |
| PAYMENT TYPE <u>Pay Port</u> |  2300005345 |
| AMOUNT <u>400</u> RCPT | |
| RECEIVED: <u>5-23-23</u> | |
| DATE DEPOSITED _____ | |

DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

RETAIL LICENSE(S) Application Fee \$400 (non-refundable)

CLASS C LICENSE TERM IS FROM NOVEMBER 1 - OCTOBER 31

ALL OTHER CLASSES TERM IS MAY 1 - APRIL 30

- A** BEER, ON SALE ONLY
- B** BEER, OFF SALE ONLY**
- C** BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES _____ NO _____
- D** BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- F** BOTTLE CLUB
- I** BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES _____ NO
- J** LIMITED ALCOHOLIC LIQUOR, OFF SALE - MUST INCLUDE SUPPLEMENTAL FORM 120
- AB** BEER, ON AND OFF SALE
- AD** BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB** BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) - Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) - Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES _____ NO _____

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF MAILING OR PHYSICAL ADDRESSING ADDRESS (if applicable)

Name Margaret A. Rossiter Phone Number 402-681-7984

Firm Name Fraser Stryker, PC LLO

Email address mrossiter@fsif.com

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

RECEIVING INFORMATION

Trade Name (doing business as) Dual Stop Columbus- 23rd Street

Street Address 220 23rd Street, #1 stel

City Columbus County Platte 10 Zip Code 68601 +2791

Premises Telephone number 402-564-0167

Business e-mail address maulinpatel93@gmail.com

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

Mailing Address (when you want to receive mail from the Commission)

Check if same as premises

Name Same as Premises

Street Address _____

City _____ State _____ Zip Code _____

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 172 x width 138 in feet

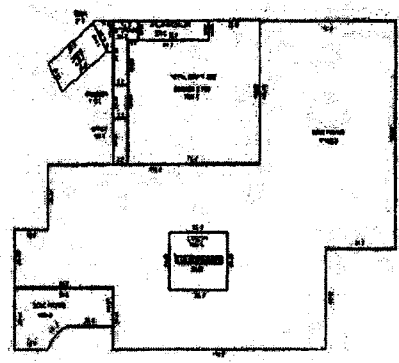
Is there a basement? Yes _____ No X If yes, length _____ x width _____ in feet

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

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



QUALIFICATION INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO If yes, please explain below or attach a separate page

| Name of Applicant | Date of Conviction (mm/yyyy) | Where Convicted (city & state) | Description of Charge | Disposition |
|--------------------|------------------------------|--------------------------------|-----------------------|---|
| Maulin Patel | 11/2016 | Omaha, NE | Speeding | Plea of no contest, fines paid, file since purged |
| Maulin Patel | 06/2018 | Omaha, NE | Speeding | Guilty, paid fine |
| Maulin Patel | 03/2018 | Omaha, NE | No Registration | Guilty, paid fine |
| Maulin Patel | 06/2018 | Omaha, NE | Speeding | Guilty, paid fine |
| Maulin Patel | 11/2019 | Omaha, NE | Unlawful Occupation | Guilty, paid fine |
| See following page | | | | |

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

YES NO

If yes, provide business name and license number Corner Stop #015659

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

YES NO

If yes, give name of business and liquor license number Corner Stop #015659

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

YES NO

If yes

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

a) Submit a copy of the business purchase agreement

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

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

| Name of Applicant | Date of Conviction | Where Convicted | Description of Charge | Disposition |
|-------------------|--------------------|-----------------|-----------------------|-------------------|
| Maulin Patel | February 2019 | Omaha, NE | DWI | Guilty- Paid fine |
| Maulin Patel | | | Speeding | |
| | | | | |

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

____ YES NO

If yes, list the lender(s) _____

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

____ YES NO

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

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

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

____ YES NO

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

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

____ YES NO

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

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

____ YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

First National Bank- Omaha- Maulin Patel, Lakjwinder Singh

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Please see next page.

Maulin Patel Current Liquor Licenses:

1. Mason Enterprises, Inc. (#123489) in York, Nebraska.
2. Mason Enterprises 2 Inc. (#124506) in York, Nebraska.
3. Shakti Fuels (#110675) in La Vista, Nebraska.
4. N.K. Corporation (#119766) in La Vista, Nebraska.
5. Saga Properties LLC (#124984) in Omaha, Nebraska.
6. Saga Properties Fremont LLC (#125074) in Fremont, Nebraska.
7. Pending Liquor License application for Balaji Petroleum, LLC in Columbus, Nebraska.

Lakhwinder Singh Current Liquor Licenses:

1. Firewater Grille (#123112) in Omaha, Nebraska.
2. BP Gas Station (#1A-1148072) in Rockford, Illinois.
3. Red Duck C Store (#OP01777) in Ogden, UT.
4. Mason Enterprises 2 Inc. (#124506) in York, Nebraska.

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

| Applicant Name | Date (mm/yyyy) | Name of program (attach copy of course completion certificate) |
|------------------|----------------|--|
| Lakhwinder Singh | | Alcohol off premises management certificate |
| | | |
| | | |

Experience

| Applicant Name/Job Title | Date of Employment | Name & Location of Business |
|--------------------------------|--------------------|---|
| Lakhwinder Singh- Manager | Presently Employed | Red Duck C Store, Ogden, UT |
| Lakhwinder Singh- President | Presently Employed | Firewater Grille, Omaha, NE |
| Maulin Patel- Owner, President | Presently Employed | Dual Stop, Food & Fuel R Us, Kirk's Korner- all in York and Omaha, NE |

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

* Lease expiration date 5/31/2053

Deed

Purchase Agreement

14. When do you intend to open for business? Approx 7/1/2023

15. What will be the main nature of business? Convenience Store and Gas Station

16. What are the anticipated hours of operation? 6am-11pm daily.

17. List the principal residence(s) for the past 10 years for ALL persons required to sign, including spouses.

| RESIDENCE(S) OF APPLICANT(S) & SPOUSE(S) | | | | | |
|--|------|---------|-----------------------------------|------|---------|
| APPLICANT CITY & STATE | YEAR | | SPOUSE CITY & STATE | YEAR | |
| | FROM | TO | | FROM | TO |
| Maulin- Patel Omaha, NE | 2012 | Present | Mexa Patel- Anand, Gujarat, India | 2012 | 2022 |
| | | | Mexa Patel- Omaha, NE | 2022 | Present |
| Lakhwinder Singh, South Jordan, UT | 2012 | Present | Lakhwinder Kaur- South Jordan, UT | 2012 | Present |
| | | | | | |
| | | | | | |

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION

SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

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

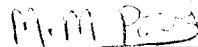
**Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of APPLICANT

Maulin Patel

Printed Name of APPLICANT



Signature of SPOUSE

Mexa Patel

Printed Name of SPOUSE

Signature of APPLICANT

Signature of SPOUSE

Printed Name of APPLICANT

Printed Name of SPOUSE

**PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY**

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**Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

Lakhwindu Singh
Signature of **APPLICANT**

Lakhwinder Singh
Printed Name of **APPLICANT**

Signature of **APPLICANT**

Printed Name of **APPLICANT**

Lakhwindee Kaur
Signature of **SPOUSE**

Lakhwinder Kaur
Printed Name of **SPOUSE**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

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

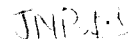
Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)



Signature of APPLICANT

Niraj Patel

Printed Name of APPLICANT



Signature of SPOUSE

Jignasu Patel

Printed Name of SPOUSE

Signature of APPLICANT

Signature of SPOUSE

Printed Name of APPLICANT

Printed Name of SPOUSE

Nebraska Secretary of State

UJJVAL, LLC

Wed May 24 12:25:47 2023

SOS Account Number

2305227326

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

MARGARET A. ROSSITER

409 SOUTH 17TH STREET

500 ENERGY PLAZA

OMAHA, NE 68102

Designated Office Address

10708 M STREET

OMAHA, NE 68127

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

May 11 2023

Next Report Due Date

Jan 01 2025

Filed Documents

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

| Document | Date Filed | Price | |
|-----------------------------|-------------|--------------------------------------|------------------------------|
| Certificate of Organization | May 11 2023 | \$0.45 = 1 page(s) @ \$0.45 per page | Purchase Now |

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

**CERTIFICATE OF ORGANIZATION
OF
UJJVAL, LLC**

The undersigned, desiring to form a limited liability company (the "Company") under the Nebraska Uniform Limited Liability Company Act, NEB. REV. STAT. § 21-101 *et seq.*, (the "Act"), do hereby state as follows:

1. **Name**. The name of the Company shall be Ujjval, LLC.
2. **Designated Office**. The designated office of the Company is 10708 M Street, Omaha, Nebraska 68127.
3. **Purpose**. The Company may conduct any and all business as allowed by law.
4. **Registered Agent and Office**. The name and address of the registered agent of the Company is Margaret A. Rossiter, 409 South 17th Street, 500 Energy Plaza, Omaha, Nebraska 68102.

EXECUTED by the Organizer on the 4th day of May, 2023

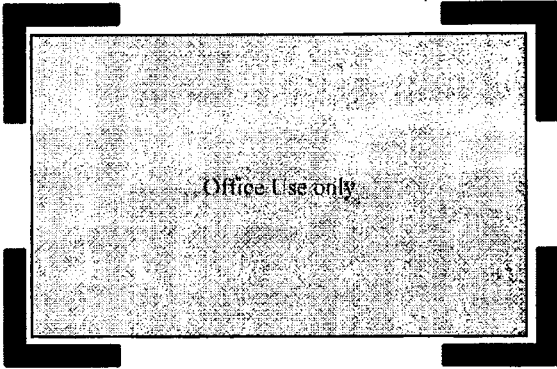
By: Margaret A. Rossiter
Margaret A. Rossiter, Organizer

LIMITED LIABILITY COMPANY (LLC)

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

License
Class: _____

License Number: _____



INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

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

Ujval, LLC

Name of Registered Agent: Margaret A. Rossiter

LLC Address: 220 23rd Street, #1 ste

City: Columbus State: NE Zip Code: 68601 + 2791

LLC Phone Number: 402-564-0167 LLC Fax Number _____

~~Name of Managing/Contact Member~~

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

Last Name: Patel First Name: Maulin MI: N.

Home Address: 1070 1/8 M. Street City: Omaha

State: NE Zip Code: 68128 + 1919 Home Phone Number: (712) 490-1210

Maulin Patel

Signature of Managing/Contact Member

(Spouse's full name, Social Security Number, and Date of Birth must be submitted)

Last Name: Patel First Name: Maulin MI: N

Social Security Number: 478-39-3058 Date of Birth: 8/19/1993

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

Spouse Social Security Number: [REDACTED]

Percentage of member ownership 50.00%

** spouse*

Last Name: Singh First Name: Lakhwinder MI: _____

Social Security Number: 485-37-7551 Date of Birth: 05/23/1962

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

Spouse Social Security Number: [REDACTED]

Percentage of member ownership 50.00%

** spouse*

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the company a subsidiary of a company owned 100% by an individual or a corporation?

YES NO

If yes, Form 185 is required

Indicate the company's tax year with the first and last months of the year.

Starting Date: January Ending Date: December

Is the company a foreign corporation?

YES NO

If yes, provide the Federal ID #. _____

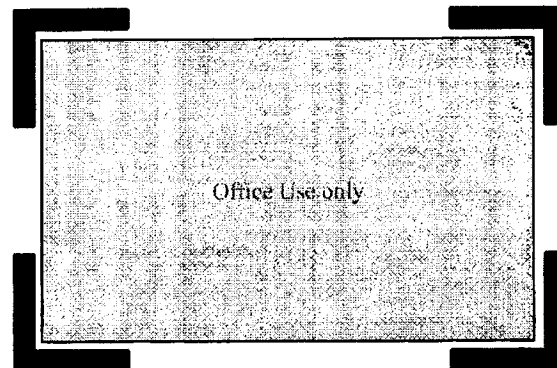
7.B.1. Application of Dual Stop Columbus 23rd Street for Niraj R. Patel as manager in conjunction with liquor license.

MANAGER APPLICATION FORM 103

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

License
Class: _____

License Number: _____



MANAGER MUST:

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

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

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

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: Ujval, LLC

PREMISES INFORMATION

Premises Trade Name/DBA: Dual Stop Columbus- 23rd Street

Premises Street Address: 220 23rd Street, #1

City: Columbus County: Platte Zip Code: 68601

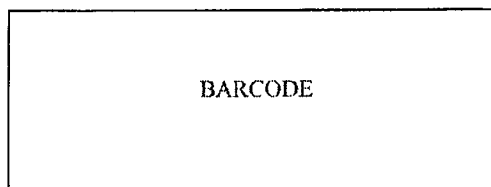
Premises Phone Number: 402-564-0167

Premises Email address: maulinpatel93@gmail.com

Maulin Patel

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

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



PERSONAL INFORMATION

Last Name: Patel First Name: Niraj MI: J
 Home Address: 10708 M. Street
 City: Omaha County: Douglas Zip Code: 68127 + 1919
 Home Phone Number: (712) 490-8054
 Driver's License Number: [REDACTED]
 Social Security Number: [REDACTED]
 Date of Birth: [REDACTED] Place of Birth: Ahmedabad, India
 Email address: mrossiter@fslf.com

Are you married, divorced, widowed, separated, or in a civil partnership?

YES NO

** Spouse*

Spouse Information

Spouses Last Name: Patel First Name: Jignasu MI: _____
 Social Security Number: [REDACTED]
 Driver's License Number: [REDACTED] Nebraska
 Date of Birth: [REDACTED] Place of Birth: Ahmedabad, India

ADDRESS HISTORY (LIST ALL ADDRESSES SINCE 2003)

| CITY & STATE | YEAR FROM | YEAR TO | CITY & STATE | YEAR FROM | YEAR TO |
|----------------|-----------|---------|----------------|-----------|---------|
| Omaha, NE | 2016 | Present | Omaha, NE | 2016 | Present |
| Sioux City, IA | 2003 | 2016 | Sioux City, IA | 2003 | 2016 |
| | | | | | |
| | | | | | |

MANAGER/SHASHI D/VOLE/MIHIR/EMERS

| YEAR FROM TO | | NAME OF EMPLOYER | NAME OF SUPERVISOR | TELEPHONE NUMBER |
|--------------|---------|-------------------------|--------------------|------------------|
| 2012 | Present | Lucky Charm Hospitality | Maulin Patel | (712) 490-1210 |
| | | Shakti Petroleum | Mihir Patel | |

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

| Name of Applicant | Date of Conviction (mm/yyyy) | Where Convicted (City & State) | Description of Charge | Disposition |
|-------------------|------------------------------|--------------------------------|------------------------------|---|
| Niraj Patel | 2/2002 | Sloux City, NE | DUI | Fee of no contest, fine paid, file since purged |
| Niraj Patel | 08/2010 | Council Bluffs, IA | Fail to display registration | Fines Paid |
| Niraj Patel | 12/2006 | Harrison Co., IA | Speeding | Fines Paid |
| Niraj Patel | 9/2007 | Harrison Co, IA | Speeding | Fines Paid |
| Niraj Patel | 2/2006 | Woodbury Co., IA | Speeding | Fines Paid |
| Niraj Patel | 11/21/2001 | Woodbury Co., IA | Simple Assault | Fines Paid |

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

YES NO

IF YES, list the name of the premise(s): See attached.

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

YES NO

Table for Manager Insert, page 4, question 2:

1. Fun Unlimited, LLC d/b/a Drinking Well
2. NK Corporation, d/b/a Food & Fuels R Us
3. Shakti Fuels, LLC d/b/a Dual Stop Food & Fuel
4. Saga Properties, LLC d/b/a Dual Stop Sorenson
5. Saga Properties Fremont, LLC d/b/a Dual Stop Fremont

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

| Applicant Name | Date (mm/yyyy) | Name of program (attach copy of course completion certificate) |
|----------------|----------------|--|
| Niraj Patel | 06/2019 | RBST State Alcohol Training |
| Niraj Patel | 05/2022 | RBST Alcohol Training |
| | | |
| | | |
| | | |
| | | |

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

Experience:

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

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

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

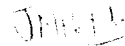
Must be signed by applicant and spouse.



Signature of **APPLICANT**

Niraj Patel

Printed Name of **APPLICANT**



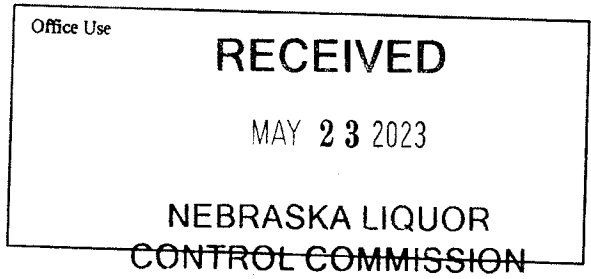
Signature of **SPOUSE**

Jignasu Patel

Printed Name of **SPOUSE**

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

NP-1
Signature of **NON-PARTICIPATING SPOUSE**
Niraj Patel
Print Name

JMP-1
Signature of **APPLICANT**
Jignasu Patel
Print Name

State of Nebraska, County of DOUGLAS

State of Nebraska, County of DOUGLAS

The foregoing instrument was acknowledged before me
this May 18th 2023 (date)

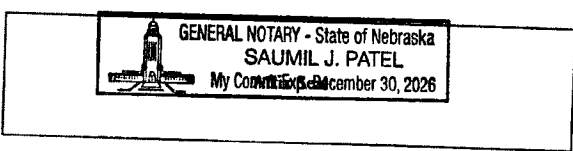
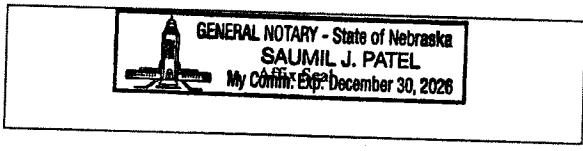
The foregoing instrument was acknowledged before me
this May 18th 2023 (date)

by Niraj Patel
Name of person acknowledged
(Individual signing document)

by Jignasu Patel
Name of person acknowledged
(Individual signing document)

Saumil J Patel
Notary Public Signature

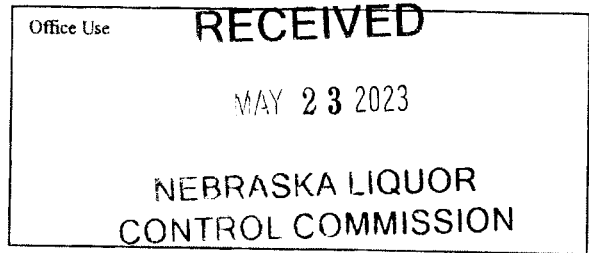
Saumil J Patel
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
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M.M. Patel
Signature of **NON-PARTICIPATING SPOUSE**
Mexa Patel
Print Name

Maulin Patel
Signature of **APPLICANT**
Maulin Patel
Print Name

State of Nebraska, County of DOUGLAS

State of Nebraska, County of DOUGLAS

The foregoing instrument was acknowledged before me
this May 18th 2023 (date)

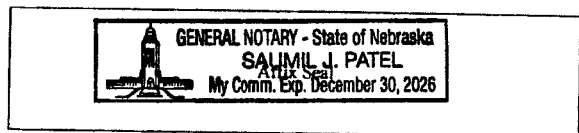
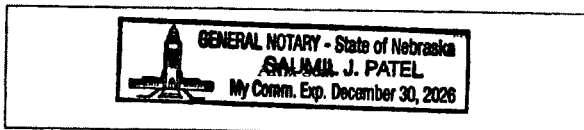
The foregoing instrument was acknowledged before me
this May 18th 2023 (date)

by Mexa Patel
Name of person acknowledged
(Individual signing document)

by Maulin Patel
Name of person acknowledged
(Individual signing document)

Saumil J Patel
Notary Public Signature

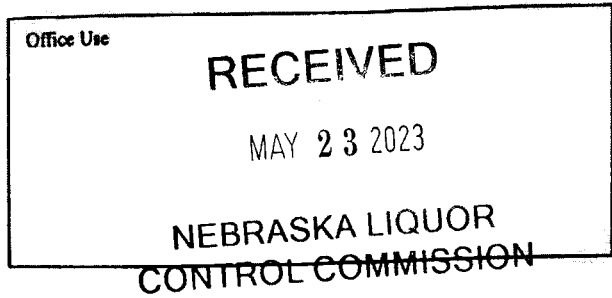
Saumil J Patel
Notary Public Signature



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**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
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I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Lakhwinder Kaur
Signature of NON-PARTICIPATING SPOUSE
Lakhwinder Kaur
Print Name

Lakhwinder Singh
Signature of APPLICANT
Lakhwinder Singh
Print Name

State of Nebraska, County of Douglas

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 05/15/2023 (date)

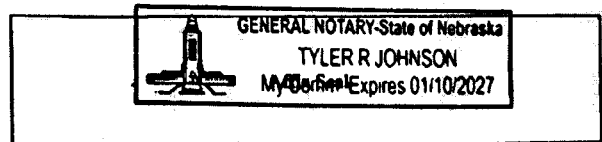
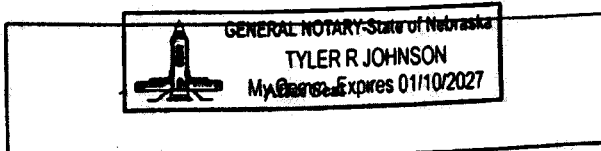
The foregoing instrument was acknowledged before me
this 05/15/23 (date)

by Lakhwinder Kaur
Name of person acknowledged
(Individual signing document)

by Lakhwinder Singh
Name of person acknowledged
(Individual signing document)

[Signature]
Notary Public Signature

[Signature]
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

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

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

Office Use only

Date Stamp HERE ONLY

Do not stamp any of the following pages

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

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

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

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

Trade Name Dual Stop Columbus- 23rd Street

Name of Person Being Fingerprinted: Niraj Patel

Date of Birth: _____

Date fingerprints were taken: _____

Location where fingerprints were taken: Omaha

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

Niraj Patel
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68309-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

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

Trade Name Dual Stop Columbus- 23rd

Name of Person Being Fingerprinted: Maulin Patel

Date of Birth: 08/10/1997 Last 4 Digits: 0000

Date fingerprints were taken: _____

Location where fingerprints were taken: _____

How was payment made to NSP?
 NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

Maulin Patel
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
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| Date Stamp HERE ONLY Do not stamp any of the following pages |
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*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
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****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Dual Stop Columbus- 23rd Street

Name of Person Being Fingerprinted: Lakhwinder Singh

Date of Birth: [REDACTED]

Date fingerprints were taken: 06/2021

Location where fingerprints were taken: Salt Lake City, UT

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

Lakhwinder Singh

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

THE UNITED STATES OF AMERICA

No. 26156619

DEPARTMENT OF



IMMIGRATION AND NATURALIZATION SERVICE

Personal description of holder as of date of naturalization:

I.N.S. Registration No. A044615253

Date of birth: [REDACTED]

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

Sex: MALE

Niraj Rasiklal Patel
(Complete and true signature of holder)

Height: 5 feet 11 inches

Marital status: SINGLE

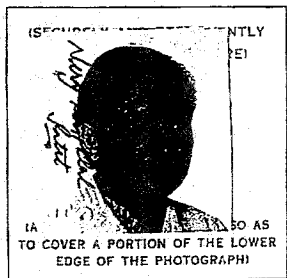
Be it known that, pursuant to an application filed with the Attorney General

Country of former nationality:

at: NORFOLK, VIRGINIA

INDIA

The Attorney General having found that:



NIRAJ RASIKLAL PATEL

then residing in the United States, intends to reside in the United States when so required by the Naturalization Laws of the United States, and had in all other respects complied with the applicable provisions of such naturalization laws and was entitled to be admitted to citizenship, such person having taken the oath of allegiance in a ceremony conducted by the

USINS
at: NORFOLK, VIRGINIA

OCT 1 1 2000

that such person is admitted as a citizen of the United States of America.

IT IS PUNISHABLE BY U. S. LAW TO COPY, PRINT OR PHOTOGRAPH THIS CERTIFICATE, WITHOUT LAWFUL AUTHORITY.

Haris Meisner
Commissioner of Immigration and Naturalization

DEPARTMENT OF JUSTICE



[Back to Lookup](#) / **Registrant Detail**

Niraj Rasiklal Patel

Political Party
Republican

Precinct
05-01

05/10/2022 2022 Primary Election

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Mockingbird Hills Community Center

📍 10242 Mockingbird Drive Omaha, NE 68127

[View larger map](#)
Plus: [Midwest](#) [LSI](#)

[Search for a location](#)
Or: [Open Google](#)

📍 10242 Mockingbird Dr, Omaha, NE 68127

MOCKINGBIRD HILLS

Go [Google](#) [Grocery Store](#)

Map data ©2022

Ballot Styles

126

Districts

Show ▼

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Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

NIRAJ R PATEL

holds a

State Alcohol certificate

Permit # RB-0151682

Permit Expires: 05-19-2025 Amount Paid: \$

 **Responsible Beverage Service Training**
N E B R A S K A 

| General | Credential | Number | Earned | Expires |
|--|---------------|------------|------------|------------|
| Niraj R Patel 4305 46th st Sioux city IA 51108 | STATE ALCOHOL | RB-0151682 | 05-19-2022 | 05-19-2025 |

Business Plan for Ujval, LLC d/b/a Dual Stop Columbus- 23rd Street

Ujval, LLC will own and operate a convenience store and gas station in Columbus, Nebraska. It will sell alcoholic beverages off-sale, along with other snack foods and consumer goods that are standard in the C-store industry.

BUSINESS PROPERTY LEASE

THIS LEASE is entered into this 25th day of May, 2023 between Korner Store Properties, LLC, a Nebraska limited liability company (hereinafter referred to as "Landlord"), and Ujival, LLC, a Nebraska limited liability company (hereinafter referred to as "Tenant").

1. **PREMISES:** Landlord leases to Tenant the real property located at 220 23rd Street, Columbus, Nebraska 68601 (the "Premises"), as depicted in Exhibit A and containing approximately 31,033 square feet of area, on the following terms and conditions.

2. **TERM:** This Lease shall be for a term of thirty (30) years, beginning on the 30th day of May, 2023 (the "Commencement Date"), and ending on the 30th day of May, 2053, unless terminated earlier as provided in this Lease.

If for any reason the Premises is delivered to Tenant on any date before or after the term commencement date, rental for the period between the date of possession and the term commencement date shall be adjusted on a pro rata basis. Such earlier or later taking of possession shall not change the expiration date of this Lease. This Lease shall not be void or voidable in the event of a late delivery by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage.

3. **USE OF PREMISES:** The Premises are leased to Tenant for the purpose of operating a gas station and convenience store and for no other purpose. Tenant agrees that it shall occupy and use the Premises in strict compliance with the terms of this Lease and the rules and regulations for the Real Estate (as hereinafter defined) attached hereto as Exhibit B, as may be amended by Landlord from time to time upon notice to Tenant, and its use of the Premises shall not interfere with the rights of other tenants at the Real Estate. For purposes of this Agreement, "Real Estate" shall mean, the real estate of which the Premises are part, including parking areas and grounds. Tenant further agrees to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all accessibility and environmental laws. Tenant shall keep the Premises in a clean and sanitary condition, and shall take all reasonable actions necessary to prevent waste, damage, or injury to the Premises. Tenant shall not house, maintain, or otherwise keep pets or animals of any kind at or on the Premises without the written consent of the Landlord, which consent may be granted, conditioned, and withdrawn in Landlord's sole discretion. Any such withdrawal of Landlord's consent pursuant to the preceding sentence shall be made by Landlord upon notice to Tenant. Any failure to comply with the terms of any such consent or the withdrawal thereof following notice hereunder shall constitute a material breach of this Lease.

4. **RENT:** Tenant shall pay as rent to Landlord each month the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00). Tenant agrees to pay rent to Landlord: Korner Store Properties, LLC, 10708 M Street, Omaha, NE 68127, or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month without offset or demand by Landlord. Rent for any partial month shall be prorated based upon the actual number of days in such month included within the Term. If the Commencement Date is other than the first day of the month, the initial payment of rent shall be due on the Commencement Date.

(a) **Late Payment and Penalty.** Landlord and Tenant agree that if Landlord does not receive rental payments or any other amounts due to Landlord hereunder on or before fifteen (15) days after the date the payment is due, Tenant shall pay to Landlord, as additional rent, a late charge equal to five percent (5%) of the overdue amount; and (b) interest on the delinquent amounts from the date due to the date paid. The late charge and interest may be waived in writing only by Landlord.

(b) **Tenant Obligations.** Except as otherwise provided herein, all Rent shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the Rent to be paid each month during the Term of this Lease. Accordingly, and except as otherwise provided in this Lease, all costs, expenses and obligations of every kind or nature whatsoever relating to the Premises which may arise or become due during the Term of this Lease including, without limitation, all costs and expenses of maintenance and repairs, insurance and taxes, shall be paid by Tenant. Landlord shall furnish no services to the Premises. Tenant shall pay when due, directly to the provider, all water, gas, electricity, sewer use fees and all other utility costs incurred at or chargeable to the Premises including, without limitation, all initial utility deposits and fees.

(c) **Security Deposit.** No security deposit will be required for this Lease.

5. **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial responsibility of the new tenant,

(b) identity and business character of the new tenant, and (c) nature and legality of the proposed use of the Premises. Landlord shall have the right to assign its interest under this Lease, the rent and any other amount(s) due hereunder.

6. TENANT'S IMPROVEMENTS: Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord may, as a condition to its consent, require that the work be done by Landlord's own agents and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the improvements will be completed free and clear of liens and in a manner satisfactory to Landlord. Upon expiration or termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the expiration or termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

7. MAINTENANCE, REPAIRS AND REPLACEMENTS: Landlord shall (a) maintain the foundations and exterior walls (except store fronts, plate glass doors and other breakable materials used in structural portions), and if required by the proper governmental authorities, make modifications or replacements thereto, of the Real Estate, and (b) provide for roof replacement, but not repairs, of the Real Estate.

Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of, or breach of this Lease by, Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs or replacements or maintenance by Landlord, Tenant, or other tenants to the Premises or the Real Estate.

Without limiting any of the foregoing, Tenant acknowledges and agrees it is necessary for Tenant to maintain appropriate temperature and moisture control at the Premises and to take all necessary measures, at Tenant's own cost, to prevent and retard mold, fungus, mildew, and other similar conditions from accumulating or occurring at the Premises. Tenant shall be solely responsible for any and all claims, losses and damages arising out of or caused by Tenant's breach of this subparagraph, including: (a) any repairs, replacements or damages to the Premises; (b) any repairs, replacements or damages to personal property; and (c) any personal injury or death to Tenant, other occupants of, and visitors to, the Premises.

8. CONDITION OF PREMISES: Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs or alterations to the Premises. Tenant hereby acknowledges and agrees that it has inspected the Premises. By executing this Lease and taking possession of the Premises, Tenant hereby further acknowledges and agrees that the Premises were in good and satisfactory condition when possession was taken, fit for Tenant's occupancy and use and any alterations or modifications required to the Premises shall be the responsibility of Tenant. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property in accordance with the terms of this Lease and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted.

9. PERSONAL PROPERTY AT RISK OF TENANT: All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant, its agents or employees at the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

10. LANDLORD'S RESERVED RIGHTS: Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.

- (b) Install and maintain signs on the Real Estate.
- (c) Have access to all mail chutes according to the rules of the United States Post Office Department.
- (d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent Real Estate, land, street, or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities as necessary.
- (e) Possess passkeys to the Premises.
- (f) Show the Premises to prospective tenants at reasonable times.
- (g) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, whether or not arising out of Tenant's breach of the terms of this Lease, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.
- (h) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.
- (i) Amend or modify any rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Real Estate.

11. **INSURANCE:** Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Real Estate or increase the risks covered by insurance on the Real Estate or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Real Estate on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided, this waiver shall apply only when permitted by the applicable policy of insurance.

12. **INDEMNITY:** Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees and filing costs, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the gross negligence of Landlord, its employees, or agents.

13. **LIABILITY INSURANCE:** Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name the Landlord and Landlord's managing agent as an "Additional Insured" on a primary and non-contributory basis and shall provide coverage in a combined single limit per occurrence of at least \$2,000,000.00 including umbrella coverage for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Real Estate by the Tenant. Auto insurance if applicable with at least \$1,000,000 in coverage limits and workers compensation coverage if applicable as required by law with minimum employers liability limits of \$500,000. All such insurance provided by Tenant shall be with a carrier that has an A- or better rating by A.M. Best. Tenants policies must and also give the Landlord a minimum of ten (10) days' notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the costs incurred by Landlord for such insurance. Landlord reserves the right to require certified copies of policies and/or endorsements.

14. **DAMAGE BY FIRE OR OTHER CASUALTY:** If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause, except for damage for which Tenant is responsible

hereunder, so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, Landlord may elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term. Notwithstanding anything to the contrary contained in this paragraph, no election by Landlord hereunder shall be deemed a waiver or release of any right or remedy of Landlord to recover any damages, lost rent or other expenses for which Tenant is responsible pursuant to the terms of this Lease.

15. CONDEMNATION: If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's permitted purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant.

16. DEFAULT OR BREACH: Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) If Tenant fails to pay Landlord any rent or other payments when due hereunder;
- (b) If Tenant vacates or abandons the Premises;
- (c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;
- (d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed over all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or
- (e) If Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.

17. EFFECT OF DEFAULT: In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

- (a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant;
- (b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the rent (including Tenant's Pro Rata Share of the Operating Expenses) due for the balance of the Lease term as though the Lease had not been terminated and the fair market rental value which sum shall be immediately due Landlord from Tenant;
- (c) Landlord may re-let the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may, choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the re-letting, for any alterations and repairs made, and for the rent (including Tenant's Pro Rata Share of the Operating Expenses) due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from re-letting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph;
- (d) Landlord may increase the amount of the Security Deposit required of Tenant under Paragraph 4(c), which shall be paid by Tenant within five (5) days of Landlord's notice to Tenant requesting the same. Any increase in the amount of the Security Deposit shall be in Landlord's reasonable discretion.

18. SURRENDER - HOLDING OVER: Tenant shall, upon expiration or termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the expiration or termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after expiration or termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be two hundred percent (200%) the monthly rent specified in the Lease immediately before termination.

19. SUBORDINATION AND ATTORNMENT: Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

If during the term of this Lease, Tenant, or Tenant's bank or lender, requests Landlord to execute and deliver a waiver and/or subordination of Landlord's rights under this Lease in and to any property or assets of the Tenant, Tenant hereby agrees to reimburse Landlord for its expenses incurred in connection with the execution and delivery of any such waiver and/or subordination agreement, including its reasonable attorney fees and legal expenses. Nothing herein shall obligate Landlord to execute or deliver any such waiver or subordination agreement and Landlord shall not be deemed in default of this Lease if any waiver or subordination agreement is not ultimately agreed to by Landlord.

20. NOTICES: Any notice or demands given hereunder shall be in writing and personally delivered or sent by certified mail, postage prepaid, at the following addresses or at such other address as either party may from time to time designate in writing:

Landlord:

**Korner Store Properties, LLC
c/o Maulin Patel
10708 M Street
Omaha, NE 68127**

Tenant:

**Ujjval, LLC
c/o Maulin Patel
10708 M Street
Omaha, NE 68127**

Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

21. COMPLIANCE WITH ADA: Tenant shall comply with and be responsible for all costs of complying with the Americans with Disabilities Act (ADA), the rules and regulations promulgated thereunder, and all other applicable laws, rules and regulations relating to accessibility within the Premises, including the making of any alterations and removal of barriers within the Premises. Tenant hereby agrees to indemnify and hold Landlord fully and completely harmless from any and all costs, loss, liability, claims, expenses, fees (including reasonable attorneys' and consultants' fees), penalties, fines, assertions and judgments asserted against or incurred by Landlord arising from or in connection with any claim that Tenant's occupancy or use of the Premises violates the ADA or other applicable laws, rules and regulations relating to accessibility.

22. MISCELLANEOUS:

(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

(c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do no define, limit, describe, or construe the contents of such paragraphs.

(f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

(g) **Partial Invalidity.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

23. ENVIRONMENTAL REPRESENTATIONS AND COVENANTS; INDEMNITY.

Tenant agrees that it shall not at any time use the Premises in whole or in part to refine, produce, store, handle, transfer, process or transport any of the following in any manner which could result in contamination of the Premises or could result in any violation of or costs or liability under any Environmental Regulation: hazardous substances, pollutant or contaminant, hazardous waste, toxic chemical, hazardous chemical, hazardous material as those terms are defined herein and in the Federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.A § 9601 [14] and [33]), any so-called "Superfund" or "Superlien" law, or other applicable federal, state, or local statute, ordinance, rule or regulation, nor shall Tenant permit any release or threatened release of any Hazardous Substance on the Premises, nor shall Tenant install or permit the installation of any underground storage tanks in or about the Premises. As used herein the term "Hazardous Substance", shall mean urea formaldehyde, polychlorinated byphenyls, asbestos, asbestos-containing materials, radioactive materials or wastes, petroleum products, or any waste material or other substance which would subject the owner of the Premises to any response costs, damages, penalties, or liabilities under any applicable Environmental Regulations. The term "Environmental Regulations" as used herein means any federal, state, or local laws, statutes, codes, ordinances, regulations, requirements or rules relating to any environmental matters, including the removal, handling, and disposal of hazardous or toxic waste materials or substances. Tenant shall notify Landlord immediately upon receipt from any governmental entity or agency of any violation or alleged violation of any Environmental Regulation. Tenant covenants that it will not violate or permit the violation of any Environmental Regulation during the term of this Lease or any extension thereof.

Tenant hereby agrees to indemnify and hold Landlord fully and completely harmless from any and all costs, loss, liability, claims, expenses, fees (including reasonable attorneys' and consultants' fees), penalties, fines, assertions and judgments asserted against or incurred by Landlord arising from or in connection with any breach by Tenant of the terms of this paragraph.

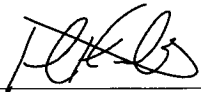
24. ADDITIONAL PROVISIONS:

(a) **Extension Option.** If Tenant is not in default or breach under the terms of this Lease, Tenant shall have the right to extend this Lease for one (1) extension period of thirty (30) years, under the same terms and conditions, except that the Base Rent will be as designated in Section 4(a), above. Tenant must provide written notice to Landlord of its intent to exercise this option to extend at least six (6) months before the expiration of the initial term.


[Remainder of Page Intentionally Left Blank;

Signature Page to Follow]

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

LANDLORD:  _____

By: Maulin Patel
Its: President

TENANT:  _____

By: Maulin Patel
Its: President

EXHIBIT B
RULES AND REGULATIONS

- (a) Tenant shall not place or erect any signs or identifying marks, trademarks, insignia or advertising on or about the Premises or the Real Estate except with the prior written consent of Landlord. In the event Tenant shall place or cause to be placed any sign, identifying marks, insignia or advertising on or about the Premises or the Real Estate without the prior written consent of Landlord, Landlord shall have the right and power to remove the same at Tenant's expense.
- (b) All loading and unloading of goods shall be done only at times, in the areas and through the entrances designated for that purpose by Landlord.
- (c) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Premises daily, prepared for collection and removed in the manner and at the times and place specified by Landlord. If Landlord provides or designates a service for collection of refuse and garbage, Tenant shall use that service, at Tenant's expense, provided the cost is reasonably competitive to any identical service available to Tenant. Tenant shall in all events pay for the costs of such service.
- (d) Nothing (including without limitation radio or television aerials) shall be placed or erected on the roof or exterior walls of the Premises without the prior written consent of Landlord, and it is understood that the exclusive use of the roof and exterior walls is reserved to Landlord. Anything so placed or erected on the roof or exterior walls shall be subject to removal without notice or liability at any time and any damage to the walls or roof caused by the removal shall be the responsibility of Tenant.
- (e) No loudspeaker, television, phonograph, radio, flashing light or other device shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
- (f) No auction, fire, "lost our lease", bankruptcy or other selling-out/closing-down sales shall be conducted in or on the Premises or Real Estate without the prior written consent of Landlord.
- (g) Tenant shall maintain all display windows in a neat, attractive condition, and shall exhibit only first-class materials, goods and items in all display windows. Tenant shall not permit the display of any materials, goods or items which in the sole discretion of the Landlord are considered lewd, obscene, pornographic, or otherwise not in keeping with the standards of the Real Estate. Upon Landlord's written request, Tenant shall promptly repair, replace or refurbish any signs, painting, letterings, or displays of Tenant on the Premises, that have, in the reasonable opinion of Landlord, fallen into disrepair or no longer meet or satisfy the aesthetic conditions or appearance of the Real Estate.
- (h) The sidewalks, entry ways, loading areas, other common areas and other outside areas immediately adjoining the Premises shall be kept clear of debris and snow at all times by Tenant and Tenant shall not place or permit any obstructions, garbage, refuse, merchandise or displays in those areas.
- (i) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated by Landlord. Tenant shall furnish Landlord with automobile license numbers assigned to Tenant's car or cars of Tenant's employees, and shall notify Landlord of any changes within five (5) days. In the event Tenant or its employees fail to park their cars in the designated parking areas as aforesaid, then Landlord at its option may charge Tenant \$10.00 a day (plus any administrative cost and liquidated damages) for each car parked in any area other than those designated.
- (j) Tenant, its employees and/or its agents, shall not solicit business in the common areas, nor shall Tenant, its employees and/or its agents distribute any handbills or other advertising matter in the common areas or on automobiles parked in the common areas.
- (k) Tenant shall not carry on any trade or occupation, operate any instruments, apparatus, or equipment, or use the Premises in any manner which emits an odor or causes a noise discernible outside of the Premises or which may be deemed offensive in nature.
- (l) Tenant shall keep the Premises at a temperature sufficient to prevent water from freezing in pipes and fixtures.
- (m) Tenant shall not place or maintain any temporary fixture for the display of merchandise outside the Premises or within six feet of any entrances to the Premises, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage, to remove any such display from the Premises, except as shall have first received the written approval of Landlord as to size, color, location, nature and display qualities.

(n) Tenant shall not house, maintain, or otherwise keep pets or animals of any kind at or on the Premises without the written consent of the Landlord, which consent may be granted, conditioned, and withdrawn in Landlord's sole discretion.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is entered into as of the 31st day of October, 2022, by and between **Jed S. Brunken, B B M, Inc.**, a Nebraska Corporation, and **Corner Stop, Inc.**, a Nebraska Corporation (collectively, the "Seller") and **Korner Store Properties, LLC**, a Nebraska limited liability company (the "Purchaser"). The term "Parties" refers to the Seller and the Purchaser.

RECITALS

- A. Seller owns and operates convenience/grocery/liquor store, restaurant and gas station located at 220 23rd St., Columbus, NE 68601 (the restaurant) and 220 23rd St., Columbus, NE 68601 (the "Store").
- B. Seller desires to sell and Purchaser desires to purchase all of the land, buildings, inventories, furniture, fixtures, equipment, and other operating assets and business of the Store as a going concern on the terms and conditions set forth in this Agreement.
- C. All prior negotiations, discussions and offers between the parties with respect to the purchase and sale of the Assets and Real Estate are merged and incorporated into this Agreement and this Agreement supersedes any inconsistencies.

TERMS

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

1. Sale of Assets. Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller on the Closing Date the following described properties and assets (collectively the "Assets"), free and clear of all liens and encumbrances.
 - (a) Furniture, Fixtures and Equipment. All items of machinery, equipment, furniture and fixtures used in connection with the operation of the Store and owned by Seller (collectively the "Equipment"), including, those listed on **Exhibit "A"** attached hereto and incorporated herein by this reference.
 - (b) Inventory. Seller's inventory of merchandise located in the Store on the Closing Date (collectively the "Inventory") as determined in accordance with Section 6 of this Agreement. Seller hereby discloses the coffee, cappuccino, and fountain equipment are owned by vendors and not included in the inventory.
 - (c) Licenses and Permits. All approvals, authorizations, consents, licenses, orders and other permits of all governmental agencies, whether federal, state or local, owned or held by Seller and used by Seller in connection with the operation of the Store on the Closing Date as are transferable, by their respective terms or otherwise.

- (d) Service Agreements and Other Contracts. Purchaser may in its discretion assume all of Seller's interest in all service agreements and contracts currently in effect with respect to the operation of the Store, which are listed on **Exhibit "B"** true and correct copies of which have been made available to purchaser by Seller (collectively, the "Contracts"). If any Contract shall require the consent of any party thereto other than Seller, this Agreement shall not constitute an agreement to assign the same, and such Contract shall not be assigned to or assumed by Purchaser if an actual or attempted assignment thereof would constitute a breach or default thereunder. Seller shall use its commercially reasonable efforts to obtain such consents, to the extent required, of such other parties to the Contracts. If any such consent cannot be obtained, Seller and Purchaser will cooperate in any reasonable arrangement designed to obtain for Purchaser all benefits and privileges of the applicable Contract while protecting Seller from continuing liabilities or obligations thereunder.
- (e) Goodwill. All the goodwill of the business of the Store as a going concern.
2. Real Estate. The land and buildings on which the Store is located, all as legally described on **Exhibit "C"**, (the "Real Estate") subject to the following:
- (a) A contemplated lot split whereby approximately the East 20 Feet of the Real Estate shall be conveyed to the adjacent property owner to the East prior to or at Closing;
 - (b) Mutual access easement to be executed at Closing requiring existing traffic flow patterns between Real Estate and adjacent property to the East remain open;
 - (c) Restriction of construction on East 20 Feet of the Real Estate to be placed of record in form agreeable to Parties prior to or at Closing; and
 - (d) Approval of City of Columbus, Nebraska.
3. Purchase Price for the Assets and Real Estate.

- (a) Purchase Price. Purchaser agrees to pay to Seller the sum of Two Million Five Hundred Fifty Thousand and No/100's Dollars (\$2,550,000.00) (the "Purchase Price"), payable as follows: (1) Ten Thousand and No/100's Dollars (\$10,000.00) down payment ("Earnest Deposit") paid to **Closing Title Company** upon execution of this Agreement; (2) Two Million Five Hundred Forty Thousand and No/100's Dollars (\$2,540,000.00) to be paid at closing.

The Purchase Price shall be subject to adjustment as set forth in Section 6 of this Agreement.

- (b) Allocation. The parties hereto acknowledge that the foregoing allocations will be separately bargained for, and the price for each category is the fair market value thereof as agreed to by the parties to be set forth in **Exhibit "D"**, (the "Allocation of Purchase Price"). For federal, state and local tax purposes, the parties hereto

agree to report the transactions contemplated in this Section 3 consistently with the apportionment in this Agreement. As a precondition to the obligation to close, if the Parties are unable to agree on the allocation of the purchase price as contemplated herein, either party may rescind this Agreement by notice in writing given to the other party and the Parties shall be discharged from all further obligation or liability under this Agreement.

4. Title. Seller shall furnish to Purchaser an owners policy of the title insurance showing title to be good and marketable and to be vested in Seller in fee simple subject to no encumbrances, written by a title company mutually agreed by Seller and Purchaser (the "Title Company") and insuring Purchaser in the amount of the purchase price for the Real Estate as determined by Section 2 hereof, the cost of which shall be split equally between the Seller and the Purchaser. Said policy shall be issued forthwith after this Agreement has been consummated and the Seller's deed placed of record. The cost of any lender's policy shall be borne solely by the Purchaser. Seller will obtain and deliver to Purchaser prior to Closing a title insurance commitment satisfactory to Purchaser subject to standard exceptions and other exceptions set forth therein for an ALTA Owner's Form 10/17/92 policy in an amount equal to the portion of the Purchase Price allocated to the Real Estate which shall commit to insure good and marketable fee simple title to the Real Estate in Purchaser upon Closing. Purchaser shall have thirty (30) business days following the date of receipt of such title commitment within which to notify Seller of any defects in title. Seller shall have fifteen (15) business days following receipt of Purchaser's notice of defects to cure any such defects or objections identified in Purchaser's notice. To the extent necessary, Closing may be delayed for a reasonable period for Seller to cure any such defects which it has agreed to cure. In the event Seller cannot cure any such defect within a reasonable period, the Purchaser shall have the option to proceed to Closing with Seller agreeing to cure any such defects after closing, or rescind this Agreement and receive the Earnest Deposit. In the event that Seller advises Purchaser prior to Closing that Seller will not cure such defects or objections, Purchaser's sole remedy shall be to either rescind this Agreement and receive the Earnest Deposit or to waive such defects or objections by notice in writing given to Seller. In the event this Agreement is so rescinded, Seller shall pay the cost of obtaining the title insurance commitment and the parties shall be discharged from all further obligation or liability under this Agreement.
5. Franchise Agreement(s). Seller shall cooperate with Purchaser in Purchaser's attempt to obtain an assignment of any and all franchise agreements and identify said franchisor(s) on **Exhibit "E"** attached hereto and incorporated herein by reference. Seller represents to Purchaser that Seller is currently operating the Long John Silver's restaurant without an operative franchise agreement.
6. Inventory. Seller shall maintain in Store inventory on the date of Closing.
 - (a) Inventory, Store merchandise, refined fuels and related products will be determined by actual count and measurement and valued at invoiced cost to Seller.
 - (b) The Parties shall count and measure all inventory after the close of business on the day preceding Closing. All Inventory shall be in saleable or usable condition

and shall not include any damaged or obsolete merchandise.

7. Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser that as of the date hereof and the time of Closing:
- (a) Seller has good and marketable title to the Real Estate subject to current non-delinquent general real property taxes, building and zoning codes, and at Closing the Real Estate will be free and clear of all encumbrances except easements, restrictions of record and rights-of-way shown on the title commitment referred to in Section 4 hereof and to which Purchaser does not make objection.
 - (b) Seller has full corporate authority to enter into the transactions contemplated by this Agreement and shall have full authority to perform all of the terms and conditions of this Agreement.
 - (c) Seller is a Nebraska Corporation, which is validly organized and in good standing under the laws of the State of Nebraska and will remain in good standing as of the date of Closing.
 - (d) All records, documents, instruments and any and all other materials or information provided to purchaser by Seller shall be true and correct in all material respects. Provided, however, that Seller has provided Purchaser copies of unaudited internal division financial reports regarding the business conducted by the Store. While generally accurate, and relied upon by Seller, Seller cannot warrant that said financial reports are true and correct in all material respects.
 - (e) With reference to hazardous materials, Seller warrants unto Purchaser that to the best of Seller's knowledge;
 - i. All underground gasoline storage tanks have been installed in compliance with all state and federal laws and regulations, including the United States Environmental Protection Agency and the Nebraska and Iowa State Fire Marshall, and all underground storage tanks are properly registered and all fees have been paid for 2021-22.
 - ii. Seller has disclosed to Purchaser all information it has concerning past, present and future citations, pending investigations or known violations of any governmental standard relating to hazardous conditions created or substances used on the Real Estate and the current status of such investigations or remedial activity;
 - iii. In the event that the Real Estate purchased is subjected to an order of a governmental agency requiring testing, clean up, or similar actions as a result of hazardous conditions created or substances used on the Real Estate during the time Seller was in possession of the Real Estate or owned the Real Estate, Seller shall be solely responsible for all costs and expenses which are incurred with

reference thereto and shall indemnify and save Purchaser harmless from any costs or liability as a result thereof. Purchaser shall be solely responsible for all costs and expenses incurred as a result of any governmental agency requiring testing, clean up, or similar actions solely as a result of hazardous conditions created or substances used on the Real Estate caused by Purchaser after taking possession at Closing and shall indemnify and save Seller harmless from any costs or liability as a result thereof; and

- iv. There is no contamination of the Real Estate which would or will require remedial action.

- (f) The current zoning of the Real Estate permits the present use thereof as a convenience/grocery Store and gas stations. Seller has received no notice of violation of any building, fire, health, safety code or regulation or other violation of regulations promulgated by any governmental agency having jurisdiction thereof.

- (g) Other than Seller's prior disclosure to Purchaser of the contemplated U.S. Highway 30 reconstruction, Seller has no knowledge of any order or directive of any city, county, state or federal authority that any work of repair, maintenance or improvement be performed on the Real Estate, or any adjoining streets which might affect access to the Real Estate or of any pending or threatened condemnation or rezoning proceedings relative to any part of the Real Estate.

- (h) To the best of Sellers knowledge there exist no unrecorded easements, rights-of-way or agreements relating to the right to use any portion of the Real Estate, nor has any party acquired by adverse possession or prescription any rights in or to any portion of the Real Estate.

- (i) Seller has received no notice of intent to terminate, curtail or interrupt any utilities now serving the Real Estate.

- (j) Seller has all material approvals, all authorization, consents, licenses, and other permits of all governmental agencies, whether federal, state, local or foreign, required to permit the operation of its business as presently conducted.

- (k) Seller acknowledges that is now has in force sufficient fire and extended coverage insurance, workmen's compensation and comprehensive public liability insurance to cover the fair value of the Assets and the Real Estate and any liability resulting therefrom, and it hereby agrees to maintain such insurance in full force and effect until delivery of possession as above provided.

- (l) Seller presently holds a Class D (beer, wine and distilled spirits, off sale only) liquor license granted by the Nebraska Liquor Control Commission to sell alcoholic beverages in all areas of the Store.

- (m) Seller shall operate its business only in the usual, regular or ordinary manner and shall use its best efforts to preserve the present business intact, keeping available the services of its present employees and preserving its present relationship with persons having business dealings with it and shall maintain the Assets and Real Estate in good operating condition and repair.
- (n) Seller presently holds a tobacco license issued by the State of Nebraska and a lottery license issued by the Nebraska Lottery Commission.
- (o) To the best of Seller's knowledge, there are no agreements or controversies between Seller and any past or present employees which might reasonably be expected to materially adversely affect the conduct of the Store's business after the Closing. Seller has not received notice of any claim that Seller has not complied with any laws relating to the employment of labor, including, without limitation, any provisions thereof relating to wages, hours, collective bargaining, the payment of social security, unemployment and similar taxes, equal employment opportunity, employment discrimination and employment safety, or that Seller is liable for any arrears of wages or any taxes or penalties for failure to comply with any of the foregoing. There are no employee or consulting agreements, executive compensation plans, bonus plans, profit sharing plans, disability plans, deferred compensation agreements, employee pension or retirement plans, employee stock purchase or stock option plans, group life insurance, hospitalization insurance or other plans or arrangements providing for benefits to employees which will be binding upon the Purchaser subsequent to Closing. Purchaser shall not have any liability or obligation of any kind or character to any past or present employee of Seller subsequent to Closing.
- (p) To the best of Seller's knowledge, there are no actions, suits or proceedings involving claims by or against the Seller, the Real Estate, or the Assets pending or, to the knowledge of Seller, threatened against the Seller, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality. To the knowledge of Seller, no basis for any such action, suit or proceeding exists, and there are no orders, judgments, injunctions or decrees of any court or governmental agency with respect to which Seller is a party or in which the Real Estate or the Assets are involved which apply, in whole or in part, the effect of which would result in an adverse change in the Store's business or the prospects thereof.
- (q) Seller, as of the Closing Date, will have good and marketable title to the Real Estate and the Assets conveyed and transferred to Purchaser pursuant to this Agreement, which shall be free and clear of all mortgages, liens, and

encumbrances, security interests, and other charges or adverse claims of any kind or character.

- (r) All tangible personal property included within the Assets which is used in the ordinary course of conduct of the Store's business shall be in good working order at the time of Closing.

8. Investigation of Real Estate. Within ten (10) business days after full execution of this Agreement, Seller shall deliver to Purchaser the following information/documents that may be in Seller's possession or control (the "Due Diligence Items"):
 - a. All title reports, title policies or surveys;
 - b. All soil or environmental reports;
 - c. All engineering reports;
 - d. Copies of petitions and documents relating to environmental litigation involving the Real Estate, if any; and,
 - e. Any agreement, document, or notice involving or pertaining to hazardous substances which may affect the Real Estate.

Due Diligence Period. For the thirty (30) day period from the date of this Agreement (the "Due Diligence Period") Purchaser or its agents or representatives, shall inspect and review the Due Diligence Items, and may enter upon the Real Estate for inspection of the Real Estate and improvements therein, including but not limited to, full inspection of the building and all Assets, soil testing, examination, and testing of underground storage tanks and lines, and other inspections, tests or purposes, deemed necessary by Purchaser. Any such environmental investigation conducted by Purchaser hereunder shall be solely at Purchaser's expense. If the environmental investigation determines the existence of any environmental problems or hazardous conditions that in Purchaser's sole and arbitrary judgment might result in liability for remediation expenses, fines, costs of repair or other damages due to such conditions, then Purchaser, upon giving Seller notice of such environmental problems or hazardous conditions as soon as is reasonably possible, at its election prior to Closing may request that Seller remediate such conditions or may terminate this Agreement. If Seller does not agree to remediate such conditions, at Seller's cost, within a reasonable time, Purchaser, at its election prior to Closing, may terminate this Agreement and any monies previously paid to Seller shall be returned to Purchaser. If Seller agrees to remediate such conditions, then Purchaser shall purchase the Real Estate following such remediation on the terms set forth in this Agreement. Upon receipt of such environmental reports from any environmental investigation performed by Purchaser at Purchaser's request, Purchaser shall promptly furnish such reports free of charge to Seller. Purchaser shall not appropriate to its own use, or divulge to any other person or entity any information concerning the environmental investigation, except as specified herein or as required by law. Such environmental investigation information shall be deemed confidential and shall include all information provided directly by or on behalf of Seller, and also information derived pursuant to the performance of the environmental investigation. Every agent, employee, and invitee to whom Purchaser communicates or grants access to the environmental

investigation confidential information shall be bound to the same degree of confidentiality as Purchaser and Purchaser in communicating or granting access to such information shall take necessary steps for enforcement of this obligation. In the event either Party should terminate this Agreement pursuant to this paragraph, the Parties shall have no further rights or responsibilities to each other under this Agreement. Purchaser agrees to indemnify and hold harmless Seller from and against, and to reimburse Seller with respect to any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorneys' fees and court costs) asserted against or incurred by Seller by reason of or arising out of damages caused to Seller or any third party by the entry of Purchaser or any agent, employee or contractor of Purchaser on the Real Estate with regard to such inspections, tests and examinations.

9. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller, as of the date hereof and as of Closing, as follows:

- (a) Purchaser is a **Nebraska limited liability company** validly organized and in good standing under the laws of **the State of Nebraska** and will remain in good standing as of date of Closing.
- (b) Purchaser has full authority, other than as specifically stated herein, to enter into the transactions contemplated by this Agreement and shall have full authority to perform all terms and conditions of this Agreement.
- (c) Purchaser has inspected the Assets and Real Estate and except as otherwise agreed in this Agreement will purchase the Assets and Real Estate voluntarily on its own judgment based on its inspections prior to and at Closing. Purchaser will not rely on any oral representations of anyone as to the past, present or prospective profits or volume of business generated by said Assets or Real Estate or as to the condition or quality of said Assets and Real Estate other than as specifically represented herein by Seller or as provided to Purchaser in writing by Seller.

10. Condemnation or Casualty. In the event of any taking or takings (in whole or in part) of any of the Assets or any of the Real Estate under the power of eminent domain prior to closing or in the event of damage or destruction to any of the Assets or Real Estate, then:

- (a) If the Asset or Real Estate taken is a Material Part of the Assets, or Real Estate as hereinafter defined, then Purchaser may elect either (i) to proceed with the Closing without reduction of the Purchase Price; or (ii) to terminate this Agreement.

- (b) If the Asset or Real Estate taken does not constitute a Material Part of the Asset, as hereinafter defined, then Purchaser shall proceed with the Closing without reduction of the Purchase.
 - (c) If subsequent to the date of this Agreement and prior to the Closing Date, any Material part of the Assets or improvements to the Real Estate, as hereinafter defined, is damaged by fire, other casualty, or any cause or activity, Seller shall forthwith give Purchaser written notice thereof and Purchaser may, at its option, terminate this Agreement by written notice of such election given to Seller no later than fifteen (15) days after receipt of Seller's notice. However, if Purchaser shall not so elect, or if an immaterial part of the Assets or the Real Estate is damaged, then Seller hereby assigns to Purchaser all of its right, title and interest in and to any and all insurance proceeds payable by reason of such destruction or damage to the Assets or the Real Estate. Provided, however, that the assignment of insurance proceeds as provided for herein includes only those proceeds for the value of the repair or replacement of an Asset or improvement to the Real Estate and does not include assignment of any other insurance proceeds, including, but not necessarily limited to insurance proceeds received by Seller covering business interruption or other losses not involving the value of the Assets or the improvements to the Real Estate.
 - (d) For purposes of this Section 10, a "Material Part of the Asset or Real Estate" shall be any Asset or parcel of Real Estate necessary to the operation of the Store substantially and in all material respects as such Store is now operated.
11. Authority of Signatories. Each of the individuals executing this Agreement represents and warrants that he has been authorized to do so by the party he represents and that his signature shall be completely effective in binding that party to the terms and conditions hereof.
12. Conditions Precedent to Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the fulfillment at or before Closing of all of the following contingencies and conditions, which contingencies and conditions may only be waived by Purchaser in writing:
- (a) Financing. Purchaser shall have secured financing necessary to pay the Purchase Price to Seller.
 - (b) Representations and Warranties True. All of the representations and warranties of the Seller contained in this Agreement shall be true and correct, to the best of Seller's knowledge, on and as of the Closing.
 - (c) Covenants and Agreements Performed. Prior to or at the Closing, Seller shall have performed and complied with all covenants, agreements or conditions and

delivered all documents required by this Agreement to be performed, complied with or delivered by the Seller.

- (d) Title. Purchaser shall have complied with Section 4.
- (e) Environmental Investigation. The results of the environmental investigation shall be acceptable to purchaser in its sole and absolute discretion.
- (f) Conveyance Documents. Seller has provided documents necessary to transfer unencumbered title to the Assets and Real Estate to Purchaser, all of which shall be in a form acceptable to Purchaser.
- (g) Liquor License. Purchaser shall have obtained a temporary operating permit for the sale of liquor and alcoholic beverages.
- (h) Approvals. All necessary governmental agencies shall have approved the transfer of the liquor license, tobacco license and lottery license to Purchaser.
- (i) Tax Sale Certificate. Seller shall have delivered a tax sale certificate or other documentary evidence satisfactory to Purchaser that all sales and use taxes as a result of business operations of the Store prior to Closing have been paid in full.
- (j) Due Diligence. All due diligence investigations of the Real Estate and Assets shall have yielded results which are satisfactory to Purchaser in its sole and absolute discretion.

13. Conditions Precedent to Obligations of Seller. The Obligations of Seller to consummate the transaction contemplated by this Agreement are subject to the fulfillment at or before Closing of all of the following conditions, which conditions may only be waived by Seller in writing:

- (a) Representations and Warranties True. All of the representations and warranties of the Purchaser contained in this Agreement shall be true and correct, to the best of Purchaser's knowledge, on and as of the Closing.
- (b) Covenants and Agreements Performed. Prior to or at the Closing, Purchaser shall have performed and complied with all covenants, agreements, or conditions and delivered all documents required by this Agreement to be performed, complied with or delivered by the Purchaser.

14. Closing.

- (a) Closing Date. Subject to the terms and conditions contained in this Agreement, the transfer of the Assets and Real Estate to Purchaser by Seller (the "Closing")

will take place at the offices of TitleCore National on or after January 3, 2023 and no later than January 31, 2023 at a time mutually convenient for the parties (herein referred to as the "Closing Date").

(b) Seller's Obligations at Closing. At the Closing, Seller shall deliver or cause to be delivered to Purchaser the following:

- i. A Corporation and/or General Warranty Deed conveying the Real Estate described in Exhibit "C" and all improvements thereon, together with any and all other rights, licenses or easements now held by Seller and used or useful in the conduct of its business on the Real Estate free and clear of all liens and encumbrances except those permitted by the terms of this Agreement; and such good and sufficient Bills of Sale or other instruments of conveyance necessary to transfer to Purchaser all of the right, title and interest of Seller in the Assets, free and clear of all liens, charges, encumbrances and limitations of any kind or nature except those specifically permitted by the provisions of this Agreement.
- ii. Necessary release documents from all mortgage holders, secured parties and other lien holders in order to allow transfer all the Assets and Real Estate to Seller free and clear of all claims of any third parties or entities.
- iii. Seller's affidavit setting forth its federal tax identification number.

15. Closing Costs. Closing costs and adjustments shall be allocated as follows:

(a) Closing Fees. Each party shall pay its own attorney fees. Purchaser shall pay any documentary or transfer fees.

(b) Taxes.

- i. All taxes and general and special assessments levied or assessed against the Real Estate and/ or Assets for the year 2021 and all prior years shall be paid by Seller. All such taxes and assessments for the year 2022 shall be prorated between the parties to the date of Closing based upon the assessment for 2022 taxes if available or, if not available, the assessment for 2021 taxes and the levy for 2021 taxes payable in 2022. All taxes and assessments levied or assessed against the Real Estate and Assets after the date of Closing shall be paid by the Purchaser.

- ii. All other applicable sales, use and excise taxes on refined fuels, or other products handled by Seller prior to the close of business on the date of the Closing shall be borne and paid by Seller and all such taxes and assessments after the Closing shall be paid by Purchaser.

- (c) Expenses Pro Rated. At Closing, the meters for all utility services shall be read and changed to the name of Purchaser. All regular expenses, including utilities, if any, affecting the Real Estate shall be paid or shall be prorated as of 11:59 p.m., on the date of Closing in accordance with local custom and practice.
- (d) The cost of title insurance shall be borne as provided in Section 4. Purchaser shall pay recording fees.
- (e) Any closing fees charged by the Title Company shall be split equally between the Parties.
- (f) The costs of any Due Diligence investigation by the Purchaser, including, but not limited to any environmental investigation or real estate survey shall be paid by Purchaser.

16. Possession. The possession of the Assets and Real Estate shall be delivered to Purchaser on the date of Closing.

17. Default and Termination. In the event of a default by any party hereunder, the sole and exclusive remedies for such default are as set forth below unless otherwise expressly provided in this Agreement.

- (a) Seller Default. Prior to Closing, if Seller is in default of a material provision not to be cured by Closing, (i) Purchaser may elect to treat this contract as terminated, in which case all payments and things of value received hereunder shall be returned to Purchaser and Purchaser may recover such damages, as may be proper, or (ii) Purchaser may elect to treat this contract as being in full force and effect and Purchaser shall have the right to an action for specific performance or damages or both.
- (b) Purchaser Default. If Purchaser is in default of a material provision not to be cured by Closing, (i) Seller may elect to treat this contract as terminated, in which case Seller may recover such damages as may be proper, or (ii) Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to an action for specific performance or damages or both.

18. **Non-Compete Agreement.** The Parties agree that as part of the consideration given to Purchaser, Seller shall enter into a Non-Compete Agreement that will prohibit Seller from engaging, as a principal, partner, stockholder, agent or in acting in any other capacity, in the operation of a convenience store, truck stop business that is in competition with the Store within a one (1) mile radius of the Store for two years.
19. **Notice.** All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is given, upon receipt if given by facsimile or on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given, by certified mail, postage prepaid or an overnight express mail courier and properly addressed as follows:

To Seller:

Jed S. Brunken
DocuSigned by:
Jed Brunken 11/1/2022
A0D05E80D46A4B3...
Jed Brunken President

B.B.M. Inc.
DocuSigned by:
Jed Brunken 11/1/2022
A0D05E80D46A4B3...
Jed Brunken President

Corner Stop, Inc
DocuSigned by:
Jed Brunken 11/1/2022
A0D05E80D46A4B3...
Jed Brunken President

Jed Brunken

Jed Brunken

To Purchaser:

Corner Store Properties, LLC
DocuSigned by:
Maulin Patel 11/1/2022
5EE593B0F92149E...
Maulin Patel President

20. Miscellaneous.

- (a) Entire Agreement; Survival of Agreement; Construction. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties regarding the subject matter of this Agreement. All representations, covenants, and warranties made by either party in this Agreement survive the Closing and continue in full force and effect. The Parties agree that this Agreement was mutually negotiated and each Party participated in the drafting of the same. In the event of any dispute regarding the construction of the terms of this Agreement, the terms shall not be construed against the interests of either Party.
- (b) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Nebraska.
- (c) Severability. If any provision hereof or any portion of any provision hereof shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of any provision or any other provision hereof as each provision of this Agreement shall be deemed to be severable from all other provisions hereof.
- (d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Except as otherwise specifically provided herein, no person shall take any act which would allow any right hereunder to be assigned or held by any other person without the written consent of the other parties hereto.
- (e) Waivers. Seller and Purchaser may, by written notice to the other, (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracies in the representations and warranties of the other contained in this Agreement or in any documents delivered pursuant to this Agreement; (C) waive compliance with any of the conditions or covenants of the other contained in this Agreement; or (d) waive or modify performance of any of the obligations of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. Any waiver by Seller or Purchaser of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

(f) Amendments and Supplements. At any time before the Closing Date, this Agreement, or any other agreement relating to this Agreement, may be amended or supplemented by additional agreements, articles or certificates as may be determined by Seller and Purchaser to be necessary, desirable or expedient to further the purposes of this Agreement or to clarify the intention of the parties hereto, or to add to or modify the covenants, terms or conditions hereof or to effect or facilitate any approval or acceptance of the transactions contemplated by this Agreement or the consummation of the transaction contemplated hereby.

(g) Time of Essence. Time is of the essence of this Agreement.

21. Assignment. Prior to Closing, Purchaser may not assign its interest under this Agreement as to either the Real Estate or Assets without the express written consent of Seller, or Seller's assigns.

22. IRC Section 1031 Tax-Deferred Exchange. Purchaser is aware that Seller intend to perform an IRC Section 1031 tax-deferred exchange. Seller requests Purchaser's cooperation in such an exchange and agrees to hold Purchaser harmless from any and all claims, costs, liabilities, or delays in time resulting from such an exchange. Purchaser agrees to an assignment of this Agreement to a qualified intermediary by the Seller.

23. Knowledge. An individual will be deemed to have "Knowledge" of a particular fact or other matter only if such individual is actually aware of such fact or other matter.

A person (other than an individual) will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving, or who served, as a director, officer, partner, executor, or trustee of such person (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter.

24. Survey. Within the Due Diligence Period, Purchaser, at its sole cost and expense may obtain a current ALTA survey (the "Survey") of the Real Estate which shall be prepared by an engineer licensed in the State of Nebraska. The Survey shall disclose without limitation, the following: the boundary line of the Real Estate and all appurtenant easements, and if the Real Estate is composed of all or portions of two or more lots or other legal subdivisions, then the boundaries of each shall be indicated by dotted lines and the proper lot number or legal subdivision shown, and if the survey comprises more than one parcel, it shall show the interior lines and facts sufficient to insure contiguity; the location of any buildings or improvements, if any, the dimensions of any improvements and the distances of any improvements to the boundary lines of the Real Estate; the location of all visible and recorded easements and rights of way affecting the Real Estate (each of which must be identified by reference to volume and page where recorded); all encroachments, conflicts or protrusions; all abutting dedicated public streets providing access to the Real Estate, and all sidewalks, parkways, curbs and driveways adjoining the Real Estate; all fences, walls and other improvements along the Real Estate lines; the location of any railroad tracks and boundaries of railway rights of way affecting the Real Estate; flood zone certification; wetland areas or Waters of the U.S., all utilities serving the Real Estate, including, without limitation, electric, gas, telephone, water and sewer and including the location of any lines; wetland and Waters

of the U.S., if any. If the survey disclosed any condition that interferes with the operation of the Store, in Purchaser's sole discretion, Purchaser shall have the following options:

(i) to close this transaction; or (ii) elect not to consummate the transaction contemplated hereby and terminate this Agreement

25. No Assumption of Liabilities.


- (a) Notwithstanding any other provision of this Agreement, Purchaser does not assume and shall not be deemed to have assumed any liability or obligation of Seller.
- (b) Seller indemnifies and holds Purchaser, its successor and assigns harmless from any and all claims, demands, causes of action, including costs and reasonable attorney fees arising out of any obligation of Seller incurred prior to Closing.
- (c) Purchaser indemnifies and holds Seller, its successors and assigns harmless from any and all claims, demands, causes of action, including costs and reasonable attorney's fees arising out of any obligation of Purchaser in the conducting of the business of the Store following Closing.

26. Post Execution Matters. Within 15 days of the execution of the Agreement, the parties shall prepare Exhibits A-E and deliver such exhibits to the parties with such exhibits to be attached to this Agreement and incorporated herein by this reference. As a precondition to the obligation to close, if the Parties are unable to agree and/or complete the exhibits as contemplated herein, either party may rescind this Agreement by notice in writing given to the other party and the Parties shall be discharged from all further obligation or liability under this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly executed and delivered on its behalf on the day and year hereinabove set forth.

Dated: October 31, 2022.



Jed S. Brunken, Seller

DocuSigned by:
 President 11/1/2022
AUD05E60D46A4B3...

Corner Stop, Inc., Seller

By:  11/1/2022
AUD05E60D46A4B3...
 Print: Jed Brunken DS President
 Its: 

B.B.M., Inc. Seller

By:  11/1/2022
AUD05E60D46A4B3...
 Print: Jed Brunken DS President
 Its: 

Komer Store Properties, Purchaser

By: Maulin Patel 11/1/2022

Print: Maulin Patel DS

Its: 

EXHIBITS

- A. Furniture, Fixtures and Equipment
- B. Contracts
- C. Legal Description of Real Estate
- D. Allocation of Purchase Price
- E. Franchise Agreement(s)

Equipment/Furniture/Fixtures Purchased

POS System- Verifone- 2

Wayne Helix Fuel Dispensers-4

Shelving

32 door Walk-in cooler

Light Fixtures

Table/Bench- 1

Printer-1

Scanners- 2

Office Computer-1

Filing Cabinet-1

Desk-1

Desk chair-1

Liquor 50ml / 100ml

| | 50ml | 100ml |
|-------------------|------|-------|
| Dr McGillicuddy's | 2 | |
| Grind | 7 | |
| Jack Daniels | | |
| Apple Buns | 1 | |
| Midnight Moon | 9 | |
| Skrewball | | 14 |
| Tattersall | | 24 |
| Finbell | 40 | 19 |
| Juarez | 178 | |
| Dough Ball | 6 | |
| Whisper | 331 | |
| Whisper 100 | 69 | |
| Captain Morgan | 71 | |
| 94s | 409 | |
| Smirnoff | 93 | |
| Rum Chart | 30 | |
| Jose | 17 | |

Chilis 187ml Margarita

WINE

| | 750ml |
|--------------------------|-------|
| José | 32 |
| Chateau St. Michel Pinot | 26 |
| Karlo's Pinot | 3 |
| Private Reserve | 33 |
| Sweet White | 17 |
| La Mancha | 10 |
| Acacia | 29 |
| Acacia & Pinot | 19 |
| Red Pinot | 41 |
| Green Pinot | 36 |
| Spring | 13 |
| The Producer | 12 |
| Ferrari Carano | 3 |
| Greg Norman | 7 |
| Sea of Pin | 9 |
| April Pinot | 21 |
| Class Pinot | 31 |
| Smoking Loon | 1 |
| Meritage Pinot | 25 |
| St. Rose | 11 |
| San Antonio | 31 |
| Pinot Noir | 19 |
| Pinot Noir Pinot | 11 |
| Agatha Pinot | 7 |
| Cupcake | 49 |
| Yellow Pinot | 67 |
| Banfoot | 17 |
| Woodbridge | 34 |

Price

| | | |
|----------------------------|------|----|
| Make Box 3L | - | 25 |
| Barbed Wire | | 7 |
| Gate Wire 4 ft | | 8 |
| Take Out Marginal Box 7500 | | 18 |
| Trailing Fence section | 1000 | 41 |
| Bein Box 5000 | | 10 |

L1000 200/375

| | 250 ML | 375 ML |
|-----------------|--------|--------|
| Tide | 23 | 11 |
| Washon | 10 | 10 |
| Olson | 76 | |
| Evan Williams | 13 | |
| Sennott | 35 | |
| Ford | | 16 |
| Jose | 13 | |
| McC | 49 | 58 |
| Grande Canadian | | 10 |
| Canadian Club | | 21 |
| Burdette | 21 | |

LIBOR 750/175

| | 750m L | 1.75 L |
|-----------------------------|--------|--------|
| Furber | 33 | 2 |
| Tita Dona Celia Tapera | 3 | |
| Padre Arul Tapera | 2 | |
| Yolanda | 20 | 2 |
| Titos | 11 | 12 |
| UV video | | 10 |
| King Cassin | | 14 |
| Jose Curro Mangrove | | 9 |
| Chellis Mangrove | | 15 |
| Caradon Club | 6 | 6 |
| Seagras | | 1 |
| Phalaris | 15 | 10 |
| Captain Maya | 13 | 4 |
| Le Roy Blueberry | 11 | 2 |
| Green Grass | 8 | |
| Fiber | 7 | |
| VOX | 8 | |
| Wedge | 71 | |
| Reservoir | 37 | |
| Humming | 17 | |
| Limosa | 2 | |
| Caradones | 1 | |
| Jose Curro | 7 | |
| Rancho La Estancia Mangrove | 39 | |
| Alas Mangrove | 8 | |
| Hybrid Mangrove | 32 | |
| Pearl | 22 | |
| Shin off | 94 | |
| New Mangrove | 8 | |
| Pickle Shot | 13 | |
| Jacqueline Gun | 7 | |
| El Somador | 10 | |

L1000 750/125

75000

1254

Pungent 10
 Teremans 12
 John's 20
 Seeds 21
 Number 6
 Soldiers 6
 1st 4
 2nd 2
 Students 16
 10
 5
 10
 18
 6
 2
 11
 6
 25
 1
 9
 3
 3
 2
 1
 8
 4
 11
 16
 29
 6

Lign
1971

1972

| | 1971 |
|------------------------|------|
| Grand Member | 1 |
| Carroll | 3 |
| Hypnotic | 7 |
| Go to Hayes | 1 |
| Menel West Coast | 11 |
| Barry | 3 |
| Sagebrush | 7 |
| Romana Evans Co | 17 |
| Tough Pa. | 7 |
| Franklin | 9 |
| Jack Smith | 13 |
| Tom Egan | 20 |
| Ever Williams | 16 |
| Jack Smith | 2 |
| Burdick | 13 |
| Adams West Co. | 5 |
| Donna | 7 |
| Paul Bay | 5 |
| Paul Chate | 9 |
| Melina | 20 |
| Christian Brothers | 7 |
| Dr. McCullough | 32 |
| Dickson Per Pappas | 12 |
| Arion H. Price | 8 |
| Hiram Walker Ammitt | 6 |
| Christian Brothers USF | 12 |
| Carroll | 12 |
| Blackmont | 4 |
| Lady Knight | 4 |
| South Coast | 4 |
| Revel Stone | 30 |

Beverages

| | 6oz Can | 2 1/2/25oz can | 2 1/2/25oz Bottle | 40oz Bottle |
|------------------|---------|----------------|-------------------|-------------|
| Bob's Beans | | 6 | | |
| Pacific | | 13 | | |
| Tecate | | 4 | | |
| Sol | | 11 | | 6 |
| Model | | 18 | 2 | |
| Corona | | 32 | 9 | |
| W.D. English | | | | 5 |
| Makona | | | | 24 |
| Carman's | | 22 | | |
| San Juan's | | 17 | | |
| Bud Chateau | | 74 | | |
| Mikes | 94 | 54 | | |
| Red's | | 6 | | |
| Scamp's | | 29 | | |
| Scamp's 200 | | 49 | | |
| Scamp's | | 19 | | |
| Ted's | | 49 | | |
| White Claw | 42 | 21 | | |
| W.D. White | | 18 | | |
| Bud Light Summer | | 56 | | |
| Club Soda | | 1 | | |
| Bud | | 14 | | |
| Four Loko | | 144 | | |
| Lim & Mils | | 28 | | |
| Big Mils | | 1 | | |
| Berry | | 2 | | |
| Kristen Light | | . | | |
| Milwaukee | | 6 | | |
| Bud | | 10 | | |
| Bud Light | | 17 | | |
| Coors | | 5 | | |
| Miller Lite | | 2 | | |

Beer Case 1202

| | 12 cans | 12 cans | 15 cans | 15 cans | 20 cans | 24 cans | 24 cans |
|---------------|---------|---------|---------|---------|---------|---------|---------|
| Mohr's | 3 | 3 | | | | | |
| Crown | 1 | 7 | | | | | |
| Budweiser | 6 | | | | | | |
| Blue Moon | 2 | 4 | | | | | |
| Heineken | 12 | 2 | | | | | |
| Schlitz | | 4 | | | | | |
| Tecate | | 1 | | | | | |
| Schlitz Light | 7 | | | | | | |
| Polaris | 2 | | | | | | |
| McDowell's | 7 | 9 | | | | | |
| Bud | 3 | 15 | | | | 4 | |
| Bud Light | 11 | 10 | | 11 | 7 | 15 | |
| Bud Classic | | 3 | | | | | |
| Coors | 4 | 6 | | | | 10 | |
| Miller Light | 2 | 3 | | 3 | | | |
| Bud Ice | | 1 | | | | | |
| Old Milwaukee | | 1 | | | | | 2 |
| Quincy Light | | | 13 | | | | 3 |
| Bud Ice | 8 | | | 3 | | | 1 |

| | 9 Pk | 12 Pk | 15 Pk |
|--------------------|------|-------|-------|
| Bud Alhambra Bott | | 2 | |
| Bud Light Alhambra | | | 2 |
| Coors | 2 | | 4 |
| Miller Lite | 3 | | 4 |

Beer - Hard Seltzers (12oz cans)

| | Upk | 6pk | 2pk | 12pk |
|----------------|-----|-----|-----|------|
| Svedka | 19 | | | |
| Lava! | 13 | | | |
| Dalca Verde | 11 | | | |
| Jose Playa mar | 24 | | | |
| Bacardi | 17 | | | |
| Melo | 24 | | | |
| Red Bull | 19 | | 3 | |
| Sober | 19 | | | |
| Mahina | 11 | | | |
| Kellogg's | 15 | | | |
| Long Beach | 7 | | | |
| Saltwater | 7 | | | |
| Tangerine | 10 | | | |
| Blueberry | 17 | | | |
| Jack Daniel's | 11 | | | |
| Hard Arnold | 2 | | | |
| Forsca | 1 | | | |
| Curacao | 1 | | | |
| Sauza | 2 | | | |
| Ranch Water | | 4 | | |
| Long Beach | | 6 | | |
| Capriccio | | 11 | | |
| Crown Royal | 28 | | | |
| Vodka Soda | 18 | | | 2 |
| Mojito | 27 | | | |
| Spitfire Head | 5 | | | |
| Mojito | 20 | | | |
| White Horse | 19 | | | |
| Coldwater | 27 | | | |
| Seagram's | 7 | | | 3 |
| Truly | 14 | | | |
| Ranch Water | | 6 | | |
| ... | 4 | | | |

Beer - Hard Seltzers cont

| | 4PK | 6PK | 8PK | 12PK |
|-------------------|-----|-----|-----|------|
| High Noon | 43 | | 12 | 6 |
| Mudfish | | | 7 | |
| Corona Seltzers | | | | 11 |
| Bud Light Seltzer | | 1 | | 10 |
| Modelo Seltzer | | | | 9 |
| Harpoon | 2 | | | |
| San Diego Seltzer | 7 | | | |
| Boulevard Quick | | | | 10 |
| White Claw | 12 | | | 9 |
| Simply | | | | - |
| Vizzy | | | | 6 |

Microbes / grams 12-05

| | 4PK | 6 Bot | 6 Can | 12 pk |
|---------------------------|-----|-------|-------|-------|
| Kankendin | 9 | 1 | | |
| Dark Vanilla Coddies | | 10 | | |
| Moke's Hand Lemsade | | 21 | | |
| Orange Juice | | 12 | | 8 |
| Smoooff | | 11 | | |
| Rebby Hand Lemsade | | 7 | | |
| Angora Orchard | | 4 | | |
| Post Hand Lemsade | | 2 | | |
| Glacial Fall Hand Lemsade | | 19 | | |
| Twisted Tea | | | | 13 |
| Hunka | | 17 | | |
| So the Moke's | | 5 | | |
| Dot Eggs | | 8 | | |
| Corona | | 3 | 9 | |
| Moke's | | 1 | | |
| Kankendin | | 3 | | |
| Victoria | | 1 | | |
| Espresso Lemsade | | 4 | | |
| Kava | | 11 | | |
| Leimke's | | 2 | | |
| Lagunita's | | 4 | 1 | |
| Green So the Moke's | | 3 | 4 | |
| Smoooff 7sp | | 10 | | |
| Blue Moke's | | 1 | 6 | |
| Samuel Adams | | 2 | | |
| Goldie Road | | | 4 | |
| Zip Juice | | | 2 | |
| Empire | | 3 | | |
| Whisper | | | 3 | |
| Northstar Pilsener | | 6 | | |
| Kross Juice | 6 | | | |

Bee - Hour card

| | 4p. | 6p. |
|------------------|-----|-----|
| Soil | 6 | |
| Mud | 4 | |
| Coast | 8 | |
| King Stone | 3 | |
| Kunkun | 6 | |
| Bud Claws | 3 | |
| M. Kunkun | 4 | |
| Bud | | 1 |
| Coast | | 6 |
| King Stone | | 3 |
| Bud | | 8 |
| Bud | | 4 |
| King Stone Light | | 8 |
| M. Kunkun Bud | | 4 |
| Bud | | 3 |
| King Stone | | 4 |
| M. Kunkun Light | | 4 |
| M. Kunkun | | 6 |

Bee Hour Card

6p.

| | |
|-----------------|----|
| Bud | 10 |
| M. Kunkun | 4 |
| M. Kunkun Light | 2 |
| Coast | 7 |
| Bud Flower | 3 |
| Bud Stone Light | 9 |
| M. Kunkun | 17 |
| Coast N/A | 2 |
| Coast N/A | 2 |
| Bud N/A | 3 |
| King Stone | 3 |

* NO EXTENSIONS OF THIS PERMIT WILL BE ALLOWED*

Temporary Operating Permit

Nebraska Liquor Control Commission

23 - 791 Class D

Issued: 5-25-2023 - Expires: 8-23-2023

UJJVAL, LLC

DBA: DUAL STOP COLUMBUS 23RD STREET

220 23RD ST, COLUMBUS, NE 68601 PLATTE County

Description: ONE STORY BLDG APPROX 60 X 115



Hobert B Rupe - Executive Director
Nebraska Liquor Control Commission
301 Centennial Mall South, 1st Floor
Lincoln, NE 68509
(402) 471 - 2571



Margaret A. (Maggie) Rossiter she/her
ATTORNEY
402.978.5336
mrossiter@fraserstryker.com
fraserstryker.com

May 23, 2023

VIA E-MAIL: LCC.frontdesk@nebraska.gov
Nebraska Liquor Control Commission
Licensing Division
301 Centennial Mall South, 5th Floor
Lincoln, Nebraska 68509

RE: Ujval, LLC Liquor License Application

Dear Team:

Enclosed is the application packet for the above referenced entity. This packet includes copies of:

- Form 100: Application for Liquor License
- Form 102: Limited Liability Company Insert
- Form 103: Manager Application Insert
- Form 147: Privacy Act Statements
- Form 125: Temporary Operating Permit
- Form 116: Spousal Affidavits of Non-Participation

The fingerprints and Payport fees for this application have been submitted to the Commission. Please do not hesitate to reach out if you have any further concerns with this application.

Very truly yours,

A handwritten signature in black ink that reads 'Margaret A. Rossiter'.

Margaret A. (Maggie) Rossiter
FOR THE FIRM

MAR:

Fraser Stryker PC LLO

500 Energy Plaza, 409 South 17th Street, Omaha, NE 68102 — TEL: 402.341.6000 — FAX: 402.341.8290

PAYPORT

NEBRASKA.GOV

(COPY)

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
brenda.hiland@nebraska.gov
OTC Local Ref ID: 82707318
5/23/2023 04:00 PM

Status: **APPROVED**
Customer Name: Margaret A Rossiter
Type: Visa
Credit Card Number: **** * 3595

| Items | Quantity | TPE Order ID | Total Amount |
|--|----------|--------------|--------------|
| Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB) | 1 | 78541298 | \$400.00 |

Applicant Name:: **Ujval, LLC**
Trade Name (DBA):: **Dual Stop Columbus- 23rd Street**
Address:: **220 23rd Street, #1**
City:: **Columbus**
State:: **Nebraska**
Zip Code:: **68601**
Phone Number:: **4023416000**
Email Address:: **mrossiter@fslf.com**

| | |
|--|----------|
| Total remitted to the Nebraska Liquor Control Commission | \$400.00 |
| Total Amount Charged | \$409.96 |

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES - Included in Consent Agenda

10. REPORTS OF COUNCIL COMMITTEES - None

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION - None

13. NEW BUSINESS

13.A.Appointment of Stacy Smith to Park Board to fill unexpired term of Robbin Cutsor.

MEMORANDUM


DATE: June 15, 2023
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointment

With your permission, I wish to submit the following name to you for appointment at the June 19, 2023, City Council meeting, and ask that the two-week waiting period be waived.

BOARD OF PARKS COMMISSIONERS
Stacy Smith 11 Sandy Point Drive Columbus, NE
Filling Unexpired Term of Robbin Cutsor

Stacy Smith was born and raised near Broken Bow, NE. She graduated from Broken Bow High School, and then attended Northwest Oklahoma State University where she received a Bachelor's Degree in Health and Physical Education and 5 through 10 math. She later received her Master's Degree in Curriculum and Instruction from Wayne State University. Stacy taught 4 years at Bartlett Wheeler Central before coming to Columbus, where she taught 32 years at Columbus Public Schools. She has taught K-12 Physical Education, 8th grade Health, and 5-10 math. She has served as head coach and assistant coach of volleyball, basketball, cross country and track.

Stacy and her husband Dann have called Columbus home for the past 32 years. They have been very involved in the community and want to do their part to help make Columbus a great place to live and raise a family.


James B. Bulkley, Mayor
City of Columbus

13.B. Application of Knights of Columbus for special designated liquor license on 26 Avenue between 12 and 14 Streets, for designated times from Friday, August 11 through Sunday, August 13, 2023, for beer garden in conjunction with Columbus Days.

FILED

JUN 02 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

Knights of Columbus

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

4901 37th Street, Columbus, NE 68601

Retail Liquor License Address or Non-Profit Business Address

47-0808333

Retail License Number or Non-Profit Federal ID #

| Consecutive Dates only | 8-11-2023 | 8- ¹² 9 -2023 | 8- ¹³ 10 -2023 | | | |
|------------------------|-----------|-------------------------------------|--------------------------------------|--|--|--|
| Event Date(s): | | | | | | |
| Event Start Time(s): | 4:00pm | 10:00am | 10:00am | | | |
| Event End Time(s): | 1:00am | 1:00am | 2:00pm | | | |

Alternate Date: None

Alternate Location Building & Address: Temporary Street Tents

Event Building Name: 26th Avenue between 12th and 14th Street, Columbus NE

Event Street Address/City: _____

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

Outdoor area to be licensed in length & width: 300 X 100 (Diagram Form #109 must be attached)

Type of Event: Dance/Beer Garden - Columbus Days Estimate # of attendees: 1500

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: Jeff Gokie Event Contact Phone Number: 402-270-2304

Event Contact Email: jlgokie@jgokie.com

*Signature Authorized Representative: *[Signature]* Printed Name: Gary Grotklusden

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:

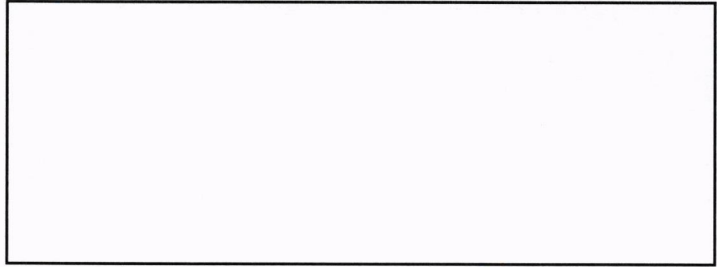
The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL DESIGNATED LICENSE
Non-Profit Applicants ONLY**

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



This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Knights of Columbus

NAME OF CORPORATION

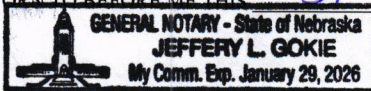
47-0808333

FEDERAL ID NUMBER

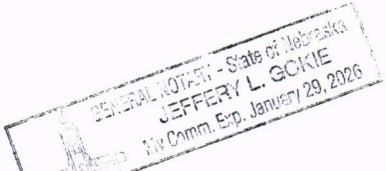
Joseph B. Stelbrink Grand Knight 12086
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

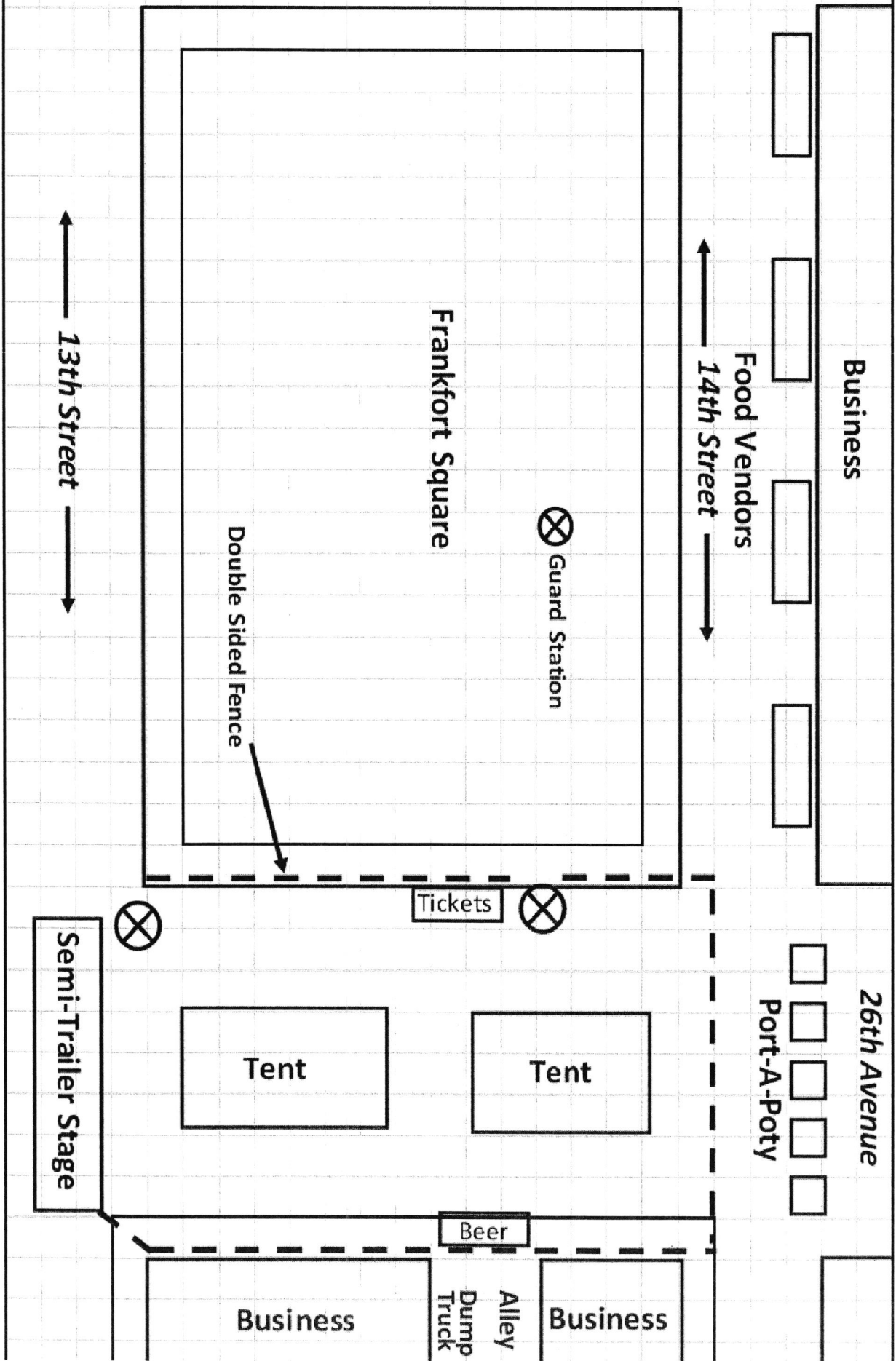
SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 31 DAY OF May, 2023



Jeffery L. Gokie
NOTARY PUBLIC SIGNATURE & SEAL



27th Avenue



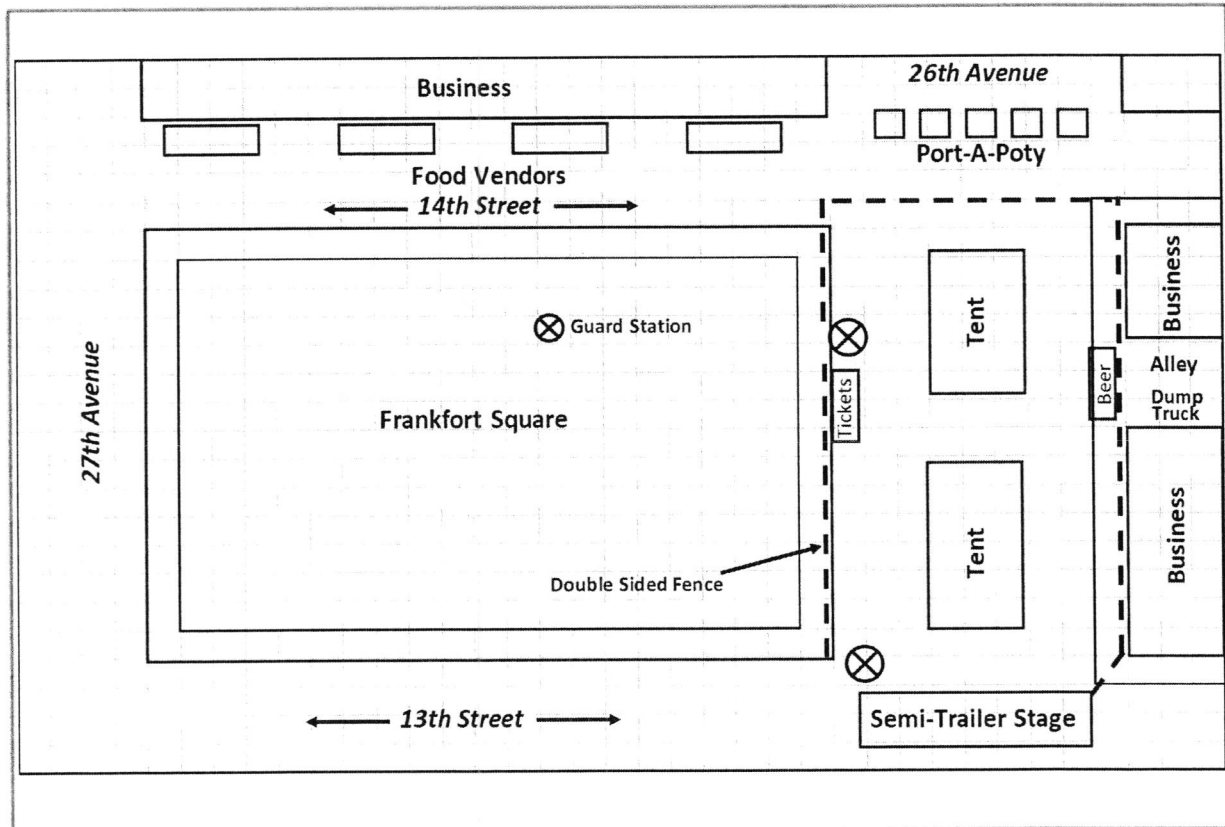
OUTDOOR AREA DIAGRAM

Knights of Columbus provide gate attendees & Chamber of Commerce provide interior patrol

HOW AREA WILL BE PATROLLED

- 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: June 8TH, 2023

SUBJECT: LIQUOR LICENSE
APPLICATION FOR SPECIAL DESIGNATED LICENSE
KNIGHTS OF COLUMBUS
4901 37th Street
COLUMBUS, NEBRASKA
JEFF GOKIE, EVENT CONTACT PERSON

This application for a special designated license is for the purpose of serving beer, wine, and spirits to attendees of an outdoor Dance/Beer Garden on August 11TH (4:00PM-1:00AM), 12TH (1000AM-1:00AM), and 13TH (1000AM-2:00PM) 2023, on 26th Avenue between 13th and 14TH Street. This event will be supervised by Jeff Gokie. It is expected that approximately 1500 people will attend this event. Investigator Haynes spoke with Jeff Gokie 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 visible security at the event.

This report will serve as notice that local law enforcement has been informed in advance of this event.

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

14. **RESOLUTIONS**

14.A. Resolution No. R23-82 adopting Columbus Community Building rental policies and procedures.

Draft

RESOLUTION NO. R23-82

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING THE COLUMBUS COMMUNITY BUILDING RENTAL POLICIES AND PROCEDURES FOR THE CITY OF COLUMBUS, NEBRASKA, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

WHEREAS, the city administrator and community coordinator created rental policies and procedures for use of the Columbus Community Building and recommend to the mayor and city council that the policy be adopted.

WHEREAS, the city council approves the Columbus Community Building rental policies and procedures.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Columbus Community Building rental policies and procedures, a copy of which is attached hereto and incorporated herein by this reference, is adopted.

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 : June 7, 2023

TO: Tara Vasicek, City Administrator

FROM: Elley Coffin, Community Coordinator

SUBJECT: Columbus Community Building Rental Policies and Procedures

As we near the opening of the new Columbus Community Building, it is anticipated that the available rentable community spaces will be in high demand. The City of Columbus wants to ensure that a process is in place to help aid in the ease and efficiency of inquiring, scheduling, and booking rentals of these available spaces. This process will not only impact the public who desire to book rentals and the employees who oversee the operations, but it will also impact the communication and booking of the internal use of these rooms.

For the past few months, a streamlined process and accompanying policies have been developed. Each step allows for clear and concise communication and understanding between the City, its employees, and the renters. The coordination of these operations, both publically and internally, will be guided and facilitated by the City's Community Coordinator. All paperwork has been formatted to be completed digitally to allow cut back on paper usage, as well as, provide uniformed digital filing.

In the attachments, you will find the developed documents that define and accompany the rental process. Included is the "Community Building and Rental Procedures and Definitions", the "Rental Pricing Guide", the "Columbus Community Building Rental Inquiry" form, the "Large Rental Application Packet", and the "Small Rental Application Packet". Please review these procedures, policies, and documents to finalize the approval of this process.

COMMUNITY BUILDING RENTAL PROCEDURES AND DEFINITIONS

➤ DEFINITIONS

- **Large Rentals:** Rentals of high-capacity spaces and/or multiroom rentals
 - High-capacity spaces include:
 - ◆ Community Room (A / B / Whole)
 - ◆ Community Roof
- **Small Rentals:** Rentals of low-capacity spaces
 - Board / Meeting Rooms
- **Internal Rentals:** Rentals booked for Community Building group use

➤ PROCESS

- **Large Rentals**
 - Website – *Offerings / Prices*
 - Inquire - *Form / Contact Info*
 - Contact – *Phone Call & Details*
 - Booking – *Finalize Dates & Send Agreement*
 - Sign Agreement – *Signature & File*
 - Liquor Catering – *Form & Approval*
 - Deposit – *Rental & Damage / Cleaning*
 - Final Payment
 - Keys
 - Key Return & Cleaning Check List
 - Damage / Cleaning Walk Through
 - Deposit Return
- **Small Rentals**
 - Website – *Offerings / Prices*
 - Inquire - *Form / Contact Info*
 - Contact – *Phone Call & Details*
 - Booking – *Finalize Dates & Send Agreement*
 - Sign Agreement – *Signature & File*
 - Full Payment
 - Keys (if necessary)
 - Key Return (if necessary)
- **Internal Rentals**
 - Inquire - Form

➤ DOCUMENT RESPONSIBILITY

- **RENTER**
 - Community Building Rental Policies and Agreement – *Signature*
 - Community Building Rental Application - *Initial*
 - Rental Liquor and Catering Application – *Fill in and Sign*
 - Clean Up and Closing Checklist – *Fill in and Sign*
- **CITY**
 - Community Building Rental Policies and Agreement – *Fill in and Sign*
 - Community Building Rental Application – *Fill in and Sign*
 - Rental Liquor and Catering Application – *Approve and Sign*
 - Rental Invoice – *Fill in*



City of Columbus
COMMUNITY BUILDING

WWW.COLUMBUSNE.US



2500 14th STREET



COLUMBUS, NE 68601

SM AREA RENTAL APPLICATION

INCLUDED RENTAL APPLICATION DOCUMENTS:

1. Community Building Rental Policies and Agreement
2. Community Building Rental Pricing Guide
3. Community Building Rental Application
4. Rental Invoice

All of the following documents must be completed in order for your rental date and space to be reserved. All information must be agreed upon and scheduled in coordination with Elley Coffin, Community Coordinator.



COMMUNITY BUILDING RENTAL POLICIES AND AGREEMENT

WWW.COLUMBUSNE.US

2500 14th STREET

COLUMBUS, NE 68601

Time and Date of Rental. Renter's occupancy of the area, _____, previously agreed upon with the City of Columbus at 2500 14th Street, Columbus, NE 68601, hereinafter referred to as "Facility", shall commence on _____ and end _____.

Securing Rental with Rental Fees and Deposits. The total rental rate of _____ will be paid in full upon scheduling. The Renter's desired rental date will not be solidified by the Facility until the rental fee has been received.

Damage and/or Clean-Up. By signing this agreement, Renter agrees that they are responsible for the clean-up of the Facility following their event as well as any damages (beyond usual wear and tear) that occur by Renter, Renter's family, guests, servers, invitees, or others Renter permits to be in the Facility during the rental period.

Cancellations. If Renter cancels the reservation 14 DAYS prior to the rental, the full deposit will be refunded to the Renter. If cancellation occurs within 14 DAYS of the event, the entire Reservation Fee is forfeited by Renter.

Keys to the Facility. If keys are necessary for the date and time of rental, the keys will be made available to the Renter 1 BUSINESS DAY prior the event unless otherwise arranged with the City of Columbus. Following the event, keys must be returned to the City of Columbus the first business day the City of Columbus is open unless otherwise agreed upon.

Destruction of Facility. In the event the Facility is totally destroyed by fire, rain, wind or any other causes beyond the City of Columbus' control, this Agreement shall cease and terminate as of the date of such destruction. If this circumstance would present itself, the Reservation Fee will be returned to the Renter.

Use of Facility/Right to Enter. Renter assumes full responsibility to ensure the Facility is being used for legal and proper functions. Renter agrees not to do anything that would violate any municipal ordinances, codes, state laws, and/or increase insurance rates. Renter is responsible for monitoring all who enter and exit the Facility during the rental period and ensuring they abide to the Rental Agreement. Any employee of the City of Columbus has the right to enter the Facility at any point during the term of this Agreement.

Tobacco and Alcohol. No tobacco or alcohol products are allowed in the Facility. Renter agrees no illegal activities that would break city/state laws shall be permitted. Renter assumes all responsibility in following the legality and security during the term of this Agreement.

Decorating Facility. The following items are prohibited – smoke or fog machines, glitter, nails, sticky tack, screws, staples, and tape (including on the walls, floors, windows, and entryways). Nothing can be attached to the ceilings or block the exits. Any violation of this policy will result in the removal of the décor, cancellation of event, and/or Damages and/or Clean-Up Fees.

Property of Renter. The City of Columbus assumes no liability or responsibility for the damage or loss of any personal property brought into the Facility during the term of this Agreement. Any property left in the Facility following the event will become the property of the City of Columbus unless otherwise agreed upon.

Property of the Facility. No tables, chairs, furnishings, utensils, etc. shall be removed from the Facility at any point. Any property of the Facility loaned with permission to the Renter must be returned to its original place, cleaned, and undamaged. Anything missing or damaged will be charged to the Renter.

Indemnify/Hold Harmless. The City of Columbus cannot be held responsible for any injuries or deaths to persons or loss/damage to property during the duration of this agreement. Renter agrees to indemnify and hold the City of Columbus harmless for any claims, demands, judgements, or expenses that result in relation to the use of the Facility during the time of this Agreement. Renter understands they hold full responsibility for all damages or liability that may result during the duration or as a result of this Agreement.

No Discrimination. Renter agrees to not discriminate any persons for reasons including, but not limited to, race, sexual orientation, gender identity, national origin, religion, or familial standings during the use of the Facility.

Emergency. The City of Columbus reserves the right to cancel this Agreement at any time in the event of an emergency that would interfere with Renter's scheduled reservation. Cancellation of this nature will be avoided at all costs unless deemed necessary by the City of Columbus. The Rental Fee would be returned to the Renter in full if this were to occur.

Use Not Exclusive. The City of Columbus reserves the right to rent out or use other areas in the Community Building that are not otherwise reserved by the Renter at the time of this Agreement. Renter acknowledges that other events, rentals, etc. may be taking place in the building during the duration of Renter's rental and agrees to be respectful of those other occurrences.

The City of Columbus' rules and regulations are subject to be changed or adjusted as deemed necessary. Renter agrees to follow and accept any of these changes or adjustments put in place.

RENTER'S SIGNATURE

DATE

CITY OF COLUMBUS REPRESENTATIVE'S SIGNATURE

DATE



COMMUNITY BUILDING RENTAL PRICING GUIDE

WWW.COLUMBUSNE.US

2500 14th STREET

COLUMBUS, NE 68601

| 2ND FLOOR MED. MEETING ROOM | | 320 SQ. FEET | | 10 PERSON CAPACITY | |
|---|---------------------|-------------------------|-----------------------|--|----------------------|
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 12.00 | \$ 60.00 | N/A | FREE | 50% OFF | FULL PRICE |
| 3RD FLOOR SM. CONFERENCE ROOM | | 280 SQ. FEET | | 8 PERSON CAPACITY | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 10.00 | \$ 50.00 | N/A | FREE | 50% OFF | FULL PRICE |
| 3RD FLOOR LG. CONFERENCE ROOM | | 440 SQ. FEET | | 16 PERSON CAPACITY | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 15.00 | \$ 75.00 | N/A | FREE | 50% OFF | FULL PRICE |
| COMMUNITY ROOM A | | 1220 SQ. FEET | | 64 / 48 / 96 PERSON CAPACITY <small>BANQUET / CLASSROOM / LECTURE</small> | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 75.00 | \$ 350.00 | \$ 375.00 | FREE | 50% OFF | FULL PRICE |
| COMMUNITY ROOM B | | 1240 SQ. FEET | | 64 / 48 / 87 PERSON CAPACITY <small>BANQUET / CLASSROOM / LECTURE</small> | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 75.00 | \$ 350.00 | \$ 375.00 | FREE | 50% OFF | FULL PRICE |
| WHOLE COMMUNITY ROOM | | 2460 SQ. FEET | | 160 / 84 / 200 PERSON CAPACITY <small>BANQUET / CLASSROOM / LECTURE</small> | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 150.00 | \$ 700.00 | \$ 750.00 | FREE | 50% OFF | FULL PRICE |
| COMMUNITY ROOF <small>ONLY AVAILABLE WITH WHOLE OR B COMMUNITY ROOM RENTAL</small> | | 700 SQ. FEET | | 47 PERSON CAPACITY | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 50.00 | \$ 200.00 | \$ 250.00 | FREE | 50% OFF | FULL PRICE |
| KITCHEN | | 440 SQ. FEET | | 15 PERSON CAPACITY | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 50.00 | \$ 200.00 | \$ 250.00 | FREE | 50% OFF | FULL PRICE |



COMMUNITY BUILDING RENTAL APPLICATION

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2500 14th STREET



COLUMBUS, NE 68601

| | |
|-------------------------------|--------------------------------|
| Event Name: | Contact Person: |
| Organization (if applicable): | Phone: |
| Event Date(s): | Email: |
| Event Time: | Address: |
| Set-Up Time: | Estimated Number of Attendees: |

Note:

*Please utilize the
**Communtiy Building
Rental Guide** on the
previous page to
complete the
adjacent table.*

| Facility Requested: | Rental Rate: | Number of Hours: | Cost: |
|-------------------------------|--------------|------------------|-------|
| Community Room W: | | | |
| Community Room A: | | | |
| Community Room B: | | | |
| Community Roof: | | | |
| Medium Conference Room: | | | |
| Sm and/or Lg Conference Room: | | | |
| Kitchen | | | |
| Subtotal Facility Fee: | | | |

INSERT LIST OF ADDITIONAL COSTS



COMMUNITY BUILDING RENTAL APPLICATION

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2500 14th STREET



COLUMBUS, NE 68601

INSERT LIST OF ADDITIONAL COSTS

FOR INTERNAL USE ONLY:

| | |
|--|----------------|
| FACILITY RENTAL SUBTOTAL: | |
| SET-UP / EQUIPMENT SUBTOTAL: | |
| ADDITIONAL STAFFING / OTHER FEES: | |
| DISCOUNT (IF APPLICABLE): | |
| RENTAL TOTAL: | |
| DEPOSIT AMOUNT: | NOT APPLICABLE |
| DEPOSIT DUE: | NOT APPLICABLE |
| DEPOSIT RECEIVED: | NOT APPLICABLE |
| DEPOSIT REFUNDED (IF APPLICABLE): | NOT APPLICABLE |
| DAMAGE AND/OR CLEAN-UP DEPOSIT TOTAL: | NOT APPLICABLE |
| DAMAGE AND/OR CLEAN-UP DEPOSIT DUE: | NOT APPLICABLE |
| DAMAGE AND/OR CLEAN-UP DEPOSIT RECEIVED: | NOT APPLICABLE |
| DAMAGE AND/OR CLEAN-UP DEPOSIT REFUNDED: | NOT APPLICABLE |
| RENTAL AMOUNT DUE: | |
| RENTAL AMOUNT RECEIVED: | |
| RENTAL AMOUNT REFUNDED (IF APPLICABLE): | |
| SUBTOTAL: | |
| KEY ISSUE DATE: | |
| KEY RETURN DATE: | |
| KEYS RECEIVED: | |

CITY REPRESENTATIVE: _____



City of Columbus
2500 14th Street
Columbus, NE 68601
999.999.999

INVOICE

PAGE 1

Bill To REPRESENTATIVE NAME

ORGANIZATION

Address

Columbus, NE 68601

| Phone: | | Invoice Date: | | Representative: | |
|--------------------|-------------|----------------------|--|------------------------|--------------|
| Event: | | | | | |
| Event Date: | | | | | |
| Item | Qty. | Description | | | Total |
| | | | | | |

SUBTOTAL

TAX

INVOICE TOTAL



City of Columbus
COMMUNITY BUILDING

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2500 14th STREET



COLUMBUS, NE 68601

LG AREA RENTAL APPLICATION

INCLUDED RENTAL APPLICATION DOCUMENTS:

1. Community Building Rental Policies and Agreement
2. Community Building Rental Pricing Guide
3. Community Building Rental Application
4. Rental Liquor and Catering Application
5. Clean-Up and Closing Checklist
6. Rental Invoice

All of the following documents must be completed in order for your rental date and space to be reserved. All information must be agreed upon and scheduled in coordination with Elley Coffin, Community Coordinator.



COMMUNITY BUILDING RENTAL POLICIES AND AGREEMENT

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2500 14th STREET



COLUMBUS, NE 68601

Time and Date of Rental. Renter’s occupancy of the area, _____, previously agreed upon with the City of Columbus at 2500 14th Street, Columbus, NE 68601, hereinafter referred to as “Facility”, shall commence on _____ and end _____.

Securing Rental with Rental Fees and Deposits. The total rental rate of _____ will be paid in full 7 DAYS before the event takes place. Renter agrees to pay a Reservation Deposit of 50% of the total rental fee AT LEAST 14 DAYS prior to the rental date. The Renter’s desired rental date will not be solidified by the Facility until the reservation deposit has been received. Failure to pay the reservation deposit 14 DAYS prior to the rental date will result in a cancellation.

Damage and/or Clean-Up Deposit. By signing this agreement, Renter agrees that they are responsible for the clean-up of the Facility following their event as well as any damages (beyond usual wear and tear) that occur by Renter, Renter’s family, guests, servers, invitees, or others Renter permits to be in the Facility during the rental period. In addition to the Reservation Deposit, a separate check payable to the City of Columbus for a Damages and/or Clean-Up Deposit will be made in the amount of \$_____ and will be due with the final rental fee 7 DAYS before the event takes place. Liability is not limited to the Damage/Clean-Up deposit. Deposit will be held until a City of Columbus employee completes a check of the rental space following the event. The deposit will be applied to any damage, loss, and/ or any cleaning that was not completed from the given cleaning list. If no deductions are applied, the deposit will be returned within 14 days following the event.

Cancellations. If Renter cancels the reservation before 14 DAYS prior to the event, the full deposit will be refunded to the Renter. If cancellation occurs within 14 DAYS of the event, the entire Reservation Deposit is forfeited by Renter.

Keys to the Facility. If keys are necessary for the date and time of rental, the keys will be made available to the Renter 1 BUSINESS DAY prior the event unless otherwise arranged with the City of Columbus. Following the event, keys must be returned to the City of Columbus the first business day the City of Columbus is open unless otherwise agreed upon.

Destruction of Facility. In the event the Facility is totally destroyed by fire, rain, wind or any other causes beyond the City of Columbus’ control, this Agreement shall cease and terminate as of the date of such destruction. If this circumstance would present itself, the Reservation Deposit / Fee will be returned to the Renter.

Use of Facility/Right to Enter. Renter assumes full responsibility to ensure the Facility is being used for legal and proper functions. Renter agrees not to do anything that would violate any municipal ordinances, codes, state laws, and/or increase insurance rates. Renter is responsible for monitoring all who enter and exit the Facility during the rental period and ensuring they abide to the Rental Agreement. Any employee of the City of Columbus has the right to enter the Facility at any point during the term of this Agreement.

Tobacco and Alcohol. No tobacco products are allowed in the Facility, including the Community Roof. If Renter desires to have alcoholic beverages present at the event, they must receive approval and may be required to obtain an event permit from the City of Columbus. Application for this permit must be submitted 30 DAYS prior to the event. Renter is required to provide law enforcement or certified security at their expense and with approval by the City of Columbus if alcohol will be present. Renter agrees no illegal activities that would break city/state laws shall be permitted; including, but not limited to, the serving and/or alcohol consumption of minors. Renter assumes all responsibility in following the legality and security during the term of this Agreement.

Decorating Facility. The following items are prohibited – smoke or fog machines, glitter, nails, sticky tack, screws, staples, and tape (including on the walls, floors, windows, and entryways). Nothing can be attached to the ceilings or block the exits. Any violation of this policy will result in the removal of the décor, cancellation of event, and/or the use of the Damages and/or Clean-Up Deposit.

Property of Renter. The City of Columbus assumes no liability or responsibility for the damage or loss of any personal property brought into the Facility during the term of this Agreement. Any property left in the Facility following the event will become the property of the City of Columbus unless otherwise agreed upon.



COMMUNITY BUILDING RENTAL POLICIES AND AGREEMENT

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2500 14th STREET



COLUMBUS, NE 68601

Chairs and Tables. Chairs and tables are made available to the Renter if agreed upon prior to the event. All set up and tear down of these items is the responsibility of the Renter. Tables and chairs must be wiped down after the event and remain unscratched or marked. Any of the other furnishing or utensils provided by the Facility must be cleaned and returned to their original places. All table coverings, dishes, etc. must be provided by the Renter.

Property of the Facility. No tables, chairs, furnishings, utensils, etc. shall be removed from the Facility at any point. Any property of the Facility loaned with permission to the Renter must be returned to its original place, cleaned, and undamaged. Anything missing or damaged will be charged to the Renter and may result in the loss of the Damage and/or Clean-Up Deposit.

Clean-Up and Closing of the Facility. Renter agrees to follow and abide by the Clean-Up and Closing Instructions provided by the Facility. These tasks must be completed immediately at the completion of the event. The included checklist must be filled out, signed, and emailed to the city representative before the morning of the first business day following your event. Failure to do so will result in a \$25 fee. Any of these tasks not completed will result in the loss of the Renter’s Damage and/or Clean-Up Deposit.

Indemnify/Hold Harmless. The City of Columbus cannot be held responsible for any injuries or deaths to persons or loss/damage to property during the duration of this agreement. Renter agrees to indemnify and hold the City of Columbus harmless for any claims, demands, judgements, and/or expenses that result in relation to the use of the Facility during the time of this Agreement. Renter understands they hold full responsibility for all damages or liability that may result during the duration or as a result of this Agreement.

No Discrimination. Renter agrees to not discriminate any persons for reasons including, but not limited to, race, sexual orientation, gender identity, national origin, religion, or familial standings during the use of the Facility.

Emergency. The City of Columbus reserves the right to cancel this Agreement at any time in the event of an emergency that would interfere with Renter’s scheduled reservation. Cancellation of this nature will be avoided at all costs unless deemed necessary by the City of Columbus. The Reservation Deposit / Fee would be returned to the Renter in full if this were to occur.

Use Not Exclusive. The City of Columbus reserves the right to rent out or use other areas in the Community Building that are not otherwise reserved by the Renter at the time of this Agreement. Renter acknowledges that other events, rentals, etc. may be taking place in the building during the duration of Renter’s rental and agrees to be respectful to those other occurrences.

The City of Columbus’ rules and regulations are subject to be changed or adjusted as deemed necessary. Renter agrees to follow and accept any of these changes or adjustments put in place.

RENTER’S SIGNATURE

DATE

RENTER’S NAME PRINTED

CITY OF COLUMBUS REPRESENTATIVE’S SIGNATURE

DATE



COMMUNITY BUILDING RENTAL PRICING GUIDE

WWW.COLUMBUSNE.US



2500 14th STREET



COLUMBUS, NE 68601



COMMUNITY BUILDING RENTAL APPLICATION

WWW.COLUMBUSNE.US



2500 14th STREET



COLUMBUS, NE 68601

| 2ND FLOOR MED. MEETING ROOM | | 320 SQ. FEET | | 10 PERSON CAPACITY | |
|---|---------------------|-------------------------|-----------------------|--|----------------------|
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 12.00 | \$ 60.00 | N/A | FREE | 50% OFF | FULL PRICE |
| 3RD FLOOR SM. CONFERENCE ROOM | | 280 SQ. FEET | | 8 PERSON CAPACITY | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 10.00 | \$ 50.00 | N/A | FREE | 50% OFF | FULL PRICE |
| 3RD FLOOR LG. CONFERENCE ROOM | | 440 SQ. FEET | | 16 PERSON CAPACITY | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 15.00 | \$ 75.00 | N/A | FREE | 50% OFF | FULL PRICE |
| COMMUNITY ROOM A | | 1220 SQ. FEET | | 64 / 48 / 96 PERSON CAPACITY <small>BANQUET / CLASSROOM / LECTURE</small> | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 75.00 | \$ 350.00 | \$ 375.00 | FREE | 50% OFF | FULL PRICE |
| COMMUNITY ROOM B | | 1240 SQ. FEET | | 64 / 48 / 87 PERSON CAPACITY <small>BANQUET / CLASSROOM / LECTURE</small> | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 75.00 | \$ 350.00 | \$ 375.00 | FREE | 50% OFF | FULL PRICE |
| WHOLE COMMUNITY ROOM | | 2460 SQ. FEET | | 160 / 84 / 200 PERSON CAPACITY <small>BANQUET / CLASSROOM / LECTURE</small> | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 150.00 | \$ 700.00 | \$ 750.00 | FREE | 50% OFF | FULL PRICE |
| COMMUNITY ROOF <small>ONLY AVAILABLE WITH WHOLE OR B COMMUNITY ROOM RENTAL</small> | | 700 SQ. FEET | | 47 PERSON CAPACITY | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 50.00 | \$ 200.00 | \$ 250.00 | FREE | 50% OFF | FULL PRICE |
| KITCHEN | | 440 SQ. FEET | | 15 PERSON CAPACITY | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 50.00 | \$ 200.00 | \$ 250.00 | FREE | 50% OFF | FULL PRICE |

| | |
|-------------------------------|--------------------------------|
| Event Name: | Contact Person: |
| Organization (if applicable): | Phone: |
| Event Date(s): | Email: |
| Event Time: | Address: |
| Set-Up Time: | Estimated Number of Attendees: |

Note:
Please utilize the Community Building Rental Guide on the previous page to complete the adjacent table.

| Facility Requested: | Rental Rate: | Number of Hours: | Cost: |
|-------------------------------|--------------|------------------|-------|
| Community Room W: | | | |
| Community Room A: | | | |
| Community Room B: | | | |
| Community Roof: | | | |
| Medium Conference Room: | | | |
| Sm and/or Lg Conference Room: | | | |
| Kitchen | | | |
| Subtotal Facility Fee: | | | |

INSERT LIST OF ADDITIONAL COSTS



COMMUNITY BUILDING RENTAL APPLICATION

WWW.COLUMBUSNE.US



2500 14th STREET



COLUMBUS, NE 68601

INSERT LIST OF ADDITIONAL COSTS

FOR INTERNAL USE ONLY:

| | |
|--|--|
| FACILITY RENTAL SUBTOTAL: | |
| SET-UP / EQUIPMENT SUBTOTAL: | |
| ADDITIONAL STAFFING / OTHER FEES: | |
| DISCOUNT (IF APPLICABLE): | |
| RENTAL TOTAL: | |
| DEPOSIT AMOUNT: | |
| DEPOSIT DUE: | |
| DEPOSIT RECEIVED: | |
| DEPOSIT REFUNDED (IF APPLICABLE): | |
| DAMAGE AND/OR CLEAN-UP DEPOSIT TOTAL: | |
| DAMAGE AND/OR CLEAN-UP DEPOSIT DUE: | |
| DAMAGE AND/OR CLEAN-UP DEPOSIT RECEIVED: | |
| DAMAGE AND/OR CLEAN-UP DEPOSIT REFUNDED: | |
| RENTAL AMOUNT REMAINING: | |
| RENTAL AMOUNT RECEIVED: | |
| RENTAL AMOUNT REFUNDED (IF APPLICABLE): | |
| SUBTOTAL: | |
| KEY ISSUE DATE: | |
| KEY RETURN DATE: | |
| KEYS RECEIVED: | |

CITY REPRESENTATIVE: _____



RENTAL LIQUOR AND CATERING APPLICATION

WWW.COLUMBUSNE.US



2500 14th STREET



COLUMBUS, NE 68601

| | | |
|-----------------------------------|---------------------------------|-------------|
| OFFICE USE ONLY | | |
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied | Date: _____ |

1. Date Notice was Sent: _____ 1a. Delivered by: _____

Applicant Name: _____

Organization (if applicable) _____

Street Address: _____

City, State, Zipcode: _____

Phone: _____

Applicant Email: _____

Desired Rental Date / Time: _____

Desired Rental Space: _____

Rental Occassion / Event: _____

Estimated Number of Attendees: _____

Will alcohol be served? YES / NO Will alcohol be sold? YES / NO

Type(s) of alcohol to be served: _____

Is event open to public? YES / NO Will minors be present? YES / NO

Will security be provided? YES / NO Security Contact Information (if applicable):

Will food be served? YES / NO

Will food be sold? YES / NO Caterers (food and/or drink) Contact Information (if applicable):

Extent of Food Service / List of Food Items:

I agree that I am the authorized representative to present the information above and will be the sole representative to hold and oversee the approved liquor license. I declare this license will not be shared or used by any other person, organization, or business other than the one listed above. I consent to allow my background and all records to be accessed by the local governing body if necessary in the process of license approval. I agree to waive all rights or causes of action against the entities sharing this information with the City of Columbus.

AUTHORIZED REPRESENTATIVE SIGNATURE DATE

.....
The local governing body of the City of Columbus approves the issuance of an event liquor licensure to be used under the parameters and representative listed and requested above.

LOCAL GOVERNING BODY REPRESENTATIVE SIGNATURE DATE



RENTAL CLEAN-UP AND CLOSING CHECKLIST

WWW.COLUMBUSNE.US



2500 14th STREET



COLUMBUS, NE 68601



City of Columbus

2500 14th Street

Columbus, NE 68601

999.999.999

INVOICE

PAGE 1

THIS FORM MUST BE RETURNED TO elley.coffin@columbusne.us IMMEDIATELY FOLLOWING YOUR EVENT. FAILURE TO RETURN THIS FORM BEFORE THE MORNING OF THE FIRST BUSINESS DAY FOLLOWING YOUR EVENT WILL RESULT IN A \$25 FEE.

- Wipe down and clean any tables, chairs, and surfaces that were used and return them to their appropriate storage locations.
- If kitchen was used, be sure to clean any appliances used, wipe out all sinks, and return everything to their correct locations.
- Sweep and/or vacuum all floors to clean up any debris. If a spill occurred, mop the affected areas.
- Empty and take out all garbage bags that were utilized during the rental and dispose of in the Community Building dumpster.
- Remove all decorations Renter provided and any personal belongings from the rental space. Leave NOTHING behind unless otherwise arranged and agreed upon with the City.
- Return all cleaning supplies to their appropriate storage locations.
- Turn off all lights and appliances used during the rental. This includes rental space, bathrooms, and hallways.
- Lock and secure all doors that were unlocked for the duration of your event. This includes interior and exterior doors.
- Be sure to return your keys to the City of Columbus by the designated time in Renter's signed Rental Agreement (if applicable).

Bill To REPRESENTATIVE NAME

ORGANIZATION

Address

Columbus, NE 68601

| Phone: | | Invoice Date: | Representative: |
|--------------------|-------------|----------------------|------------------------|
| Event: | | | |
| Event Date: | | | |
| <i>Item</i> | <i>Qty.</i> | <i>Description</i> | <i>Total</i> |
| | | | |

By signing below, I the renter, agree that I have completed all of the listed items on the Rental Clean-Up and Closing Checklist. I agree that I have returned everything in the rental facility to its original placement and condition. I confirm that the facility is ready for inspection in regards to the Damage and/or Clean-Up Deposit.

RENTER'S SIGNATURE

DATE

SUBTOTAL

TAX

INVOICE TOTAL



COMMUNITY BUILDING RENTAL PRICING GUIDE

WWW.COLUMBUSNE.US



2500 14th STREET



COLUMBUS, NE 68601

| | | | | | |
|--|------------------------|----------------------------|--------------------------|--|-------------------------|
| 2ND FLOOR MED. MEETING ROOM | | 320 SQ. FEET | | 10 PERSON CAPACITY | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 12.00 | \$ 60.00 | N/A | FREE | 50% OFF | FULL PRICE |
| 3RD FLOOR SM. CONFERENCE ROOM | | 280 SQ. FEET | | 8 PERSON CAPACITY | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 10.00 | \$ 50.00 | N/A | FREE | 50% OFF | FULL PRICE |
| 3RD FLOOR LG. CONFERENCE ROOM | | 440 SQ. FEET | | 16 PERSON CAPACITY | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 15.00 | \$ 75.00 | N/A | FREE | 50% OFF | FULL PRICE |
| COMMUNITY ROOM A | | 1220 SQ. FEET | | 64 / 48 / 96 PERSON CAPACITY <small>BANQUET / CLASSROOM / LECTURE</small> | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 75.00 | \$ 350.00 | \$ 375.00 | FREE | 50% OFF | FULL PRICE |
| COMMUNITY ROOM B | | 1240 SQ. FEET | | 64 / 48 / 87 PERSON CAPACITY <small>BANQUET / CLASSROOM / LECTURE</small> | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 75.00 | \$ 350.00 | \$ 375.00 | FREE | 50% OFF | FULL PRICE |
| WHOLE COMMUNITY ROOM | | 2460 SQ. FEET | | 160 / 84 / 200 PERSON CAPACITY <small>BANQUET / CLASSROOM / LECTURE</small> | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 150.00 | \$ 700.00 | \$ 750.00 | FREE | 50% OFF | FULL PRICE |
| COMMUNITY ROOF <small>ONLY AVAILABLE WITH WHOLE OR B COMMUNITY ROOM RENTAL</small> | | 700 SQ. FEET | | 47 PERSON CAPACITY | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 50.00 | \$ 200.00 | \$ 250.00 | FREE | 50% OFF | FULL PRICE |
| KITCHEN | | 440 SQ. FEET | | 15 PERSON CAPACITY | |
| HOURLY RATE | DAY RATE (6+ HOURS) | WEEKEND RATE (6+ HOURS) | NON-PROFIT FREE EVENT | NON-PROFIT FUNDRAISER | NON-PROFIT PAY EVENT |
| \$ 50.00 | \$ 200.00 | \$ 250.00 | FREE | 50% OFF | FULL PRICE |

14.B. Resolution No. R23-83 approving third amended interlocal solid waste management agreement.

Draft

RESOLUTION NO. R23-83

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE THIRD AMENDED INTERLOCAL SOLID WASTE MANAGEMENT AGREEMENT, 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, the City of Columbus, Nebraska, has solid waste jurisdiction pursuant to the terms of the Integrated Solid Waste Management Act; and

WHEREAS, the City of Columbus, Nebraska, has previously joined the Northeast Nebraska Solid Waste Coalition; and

WHEREAS, a Third Amended Interlocal Solid Waste Management Agreement has been proposed for consideration of members of the Northeast Nebraska Solid Waste Coalition; and

WHEREAS, the changes contained in the proposed Third Amended Interlocal Solid Waste Management Agreement are a result of a master planning process authorized by the Coalition Board on May 21, 2020;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that in consideration of the foregoing recitals, the Third Amended Interlocal Solid Waste Management Agreement, a copy of which is attached hereto and incorporated herein by reference, is approved and the mayor is hereby 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

**THIRD AMENDED AND RESTATED
INTERLOCAL
SOLID WASTE MANAGEMENT AGREEMENT
NORTHEAST NEBRASKA SOLID WASTE COALITION
ADOPTED October 1, 2023**

THIS THIRD AMENDED AND RESTATED AGREEMENT (“Third Amended Agreement”) is made and entered into by and among the undersigned political subdivisions comprising the membership of the Northeast Nebraska Solid Waste Coalition (“Coalition”), listed on Exhibit "A" hereto, whose governing bodies approved, by resolution, this Amended Agreement on or before October 1, 2023. It is the intent of the members of the Coalition that this Third Amended Agreement shall supersede all prior agreements.

WITNESSETH:

WHEREAS, the undersigned political subdivisions have previously affiliated as members of the Coalition and endeavor to ratify their membership in the Coalition;

WHEREAS, the members of the Coalition have found it necessary to amend the existing interlocal agreement to provide a mechanism for utilization in allowing additional political subdivisions to join the Coalition together with a need to amend certain provisions of the previously executed interlocal agreement;

WHEREAS, the members of the Coalition are desirous of having a single document which describes the amended agreement of the parties and therefore all prior iterations of the Interlocal Agreement of the Coalition are superseded by this Third Amended Agreement;

WHEREAS, the members of the Coalition for their common good are desirous of adopting this Third Amended Agreement pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801, *et seq.*, as the same may from time to time be amended (the “Act”), for the purpose of providing solid waste management to their respective constituencies by the means of building, maintaining, and operating a solid waste disposal facility (“Facility”); and

WHEREAS, the members of the Coalition are in agreement for their joint and mutual benefit and to avoid any unnecessary risks associated with or liability for environmental clean-up as a result of hazardous material contamination to ground water and/or other segments of the environment, as well as any post-closure risks or liability for the same, that any solid waste disposal facility or landfill created, built, and operated as provided herein shall accept only solid wastes from the parties hereto or as approved by the Board of Directors of the Coalition (“Board”), subject to the terms and conditions set forth herein and the By-Laws of the Coalition;

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the members of the Coalition being parties hereto agree as follows:

1. The purpose of the Coalition is to build, maintain, and operate a solid waste disposal, recycling, and education facility for the citizens who are constituents of the parties hereto, and for certain types of waste from non-parties. Parties who associate with the Coalition may withdraw from the Coalition as set forth in Paragraph 14 of this Third Amended Agreement, and in no event shall such withdrawing party be relieved of liabilities of the Coalition incurred prior to such withdrawing party's notice of withdrawal.

2. The parties hereto agree pursuant to the provisions of the Act, that the Coalition a separate body politic. The Coalition shall function as a local subdivision of government providing for solid waste management, recycling, and disposal, and as a nonprofit agency, which shall be empowered to make all financial and policy decisions affecting the purpose for which it is created.

3. Additional political subdivisions or entities may seek to become parties to this Third Amended Agreement and added as members to the Coalition upon providing to the Chairperson of the Board a letter of application which shall be considered by the Board at the next regular or special Board meeting. The application must identify the total population served by such political subdivision or entity, including any other political subdivisions, entities, or unincorporated areas (hereafter, "Communities") which rely upon the applicant for disposal of solid waste, and identify which, if any, transfer station the applicant intends to utilize, and/or any private haulers that serve the applicant. Upon receiving the approval of two-thirds (2/3) of the Directors and upon the governing body of the political subdivision applying for membership authorizing the execution of this Third Amended Agreement by Resolution and upon the execution of this Third Amended Agreement, including any addendum, amendment or modification thereto, the political subdivision applying for membership shall become a member of the Coalition. Further, the parties agree to comply with the terms of the host Agreement for the Facility entered into with Stanton County dated November 4, 1993, as amended from time to time. Until such time as an applicant becomes a member, the applicant is subject to non-member rates, or denial of the use of the Facility.

4. The parties hereto are hereby authorized and encouraged to establish by separate Interlocal Agreement relationships with other parties hereto to provide for the most economically feasible location and development of their own transfer stations, including but not limited to the transfer station's capitalization, debt service, operation and maintenance, and related capital and operating reserve costs required to transport their waste to the solid waste disposal facility, whether by the political subdivision(s) involved, or through private haulers that serve the parties.

5. Subject to Paragraph 17, the Coalition shall continue in existence and operation for the active life of the Facility and post-closure; it is the intent of the parties that the Coalition shall terminate on or as soon as practicable after the post-closure timeframe established by the rules of the Nebraska Department of Environment and Energy ("NDEE"), or its successor agency.

6. The Coalition shall be governed by the Board, which shall be made up of representatives as set forth below. Each Director shall be appointed by Resolution of the applicable governing body, and each such applicable governing body may name an alternate person to act and vote in the absence of the governing body's named representative. The Coalition shall have, through the exercise of a majority vote of its Board, those responsibilities and powers set forth in the Act, as well as the power to issue bonds and notes pursuant to Neb. Rev. Stat. §13-808, *et. seq.*, and the power to enter into service agreements pursuant to Neb. Rev. Stat. §§13-2024.

(A) A single representative from each of the three (3) largest municipalities which are parties to this Third Amended Agreement;

(B) A single representative, which shall rotate annually, for all other members which are a party to this Third Amended Agreement excluding representatives in a) and c) of this Section.

(C) A representative from the township where the solid waste disposal facility is located, currently Maple Creek Township.

7. Powers and responsibilities of the Board shall include, but not be limited to the following:

(A) Set budgets and rates ("user fees") and to provide for a system of budgeting, accounting, auditing and reporting of all Coalition funds and transactions, for a depository, and for the bonding of employees and officials or the provision of equivalent insurance coverage provided by the Coalition;

(B) Establish solid waste disposal facility use rules and regulations for the Coalition facility, including those prohibiting various types of wastes;

(C) Establish goals and/or mandates regarding waste reduction, reuse, and recycling;

(D) Contract for the design, development, construction, operation, and maintenance of a publicly owned solid waste disposal facility with public or private entities as allowed by Nebraska law;

(E) Manage and review solid waste disposal facility operations;

- (F) Organize efforts to keep the general public informed of desired solid waste facility operations and procedures, and making the public aware of potential problems and concerns;
- (G) Address questions and concerns of the general public;
- (H) Make application for any permits or licenses required by regulating agencies;
- (I) See that the solid waste disposal facility operating personnel are kept abreast of latest developments and concerns regarding the solid waste disposal facility;
- (J) Employ such personnel as are needed to carry out the objectives of the Coalition set forth herein, fix their compensation, benefits, enact personnel rules and regulations, and terminate their employment;
- (K) Adopt By-Laws regarding the organization and operation of the Coalition;
- (L) Make application for and receive grants related to the solid waste management purposes for which the Coalition was formed;
- (M) Borrow funds as necessary;
- (N) To contract with and compensate consultants for professional services including, but not limited to, architects, engineers, planners, lawyers, accountants, rate specialists, and others found necessary or useful and convenient to the stated purposes of the Coalition;
- (O) To sue and be sued;
- (P) To purchase, plan, develop, construct, equip, maintain, and improve facilities and systems for use in solid waste management and lease or acquire land in fee by gift, grant, purchase or condemnation, as necessary for the construction and operation of such a facility or system;
- (Q) To acquire, hold, use and dispose of the reserves derived from the operation of solid waste management facilities and systems and other moneys of the Coalition;
- (R) To acquire, hold, use and dispose of other personal property for the purposes of the Coalition; and

(S) To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the Coalition.

8. The Coalition shall be funded by the revenues derived from the rates ("user fees") set by the Board for solid waste disposed at Coalition facilities in accordance with the provisions set forth by the Board. NO PROPERTY TAX SHALL BE LEVIED FOR ANY COST RELATED TO THE CREATION, BUILDING, OR OPERATION OF THE SOLID WASTE DISPOSAL FACILITY provided, however, that (1) in the event that funds derived from "user fees" are insufficient to service debt of the Coalition, then and in that event the individual members of the Coalition shall be assessed (which assessment may be provided for in any service agreement with each such member) on a per-capita basis on the basis of the entire population served by the members of the Coalition as determined by the most recent decennial census which assessment shall be paid by revenues derived from local property taxes or other local revenue sources; and (2) in the event of a request from the Board for the members' assistance in meeting state or federal financial assurance requirements of Coalition for closure, post-closure care or for corrective action, then and in that event the members shall participate in the Local Government Financial Test, the Local Government Guarantee, a State-Approved Mechanism, or in any combination of these financial assurance mechanisms as requested by the Board, on a per-capita basis on the basis of the entire population of the members of the Coalition as determined by the most recent decennial census. The rates charged by the Coalition shall be uniform for all members for disposal costs at the gate of said facility based on the tonnage or volume of waste. Rates charged by the parties hereto to their constituents for collection and transfer to the solid waste disposal facility shall be the function and responsibility of each of the said parties hereto. The Coalition is hereby empowered and authorized to establish classes of user fees for the following:

- (A) Members that send qualifying waste directly to the Facility;
- (B) Member transfer stations that send waste to the Facility;
- (C) Non-member transfer stations that send waste to the Facility;
- (D) Non-transfer station and non-qualifying waste to Facility;
- (E) City of Clarkson;
- (F) Minimum charges;
- (G) Landfill Inspection Fee;
- (H) Administrative Fee;
- (H) Equipment Use Fee or special waste fee; and

(l) Non-typical waste

9. The parties hereto agree to:

(A) pass appropriate ordinances or resolutions requiring their citizens to manage their solid wastes in compliance with the policies of the Coalition, and require any Community served by such member to do the same;

(B) where legally required by law to do so, to require the disposal of said wastes only through a transfer station approved by Coalition; and

(C) incorporate the rates for solid waste disposal as set annually by the Coalition Board of Directors into any rate charged to their respective constituents and Communities served.

10. The Coalition shall set the standards of and for the solid waste it shall accept from transfer stations and at the solid waste disposal facility. Said standards shall be in compliance with applicable permits, rules and regulations of state and federal agencies with jurisdiction over the solid waste disposal facility.

11. The parties hereto agree that the solid waste disposal rates and classes shall be approved by the Board, and shall be calculated to fund capital, debt service, operating, closure, post-closure, financial assurance, reserve funds, self-funded insurance costs, and other costs which may arise from the operation, management, design, expansion, or replacement of the Facility.

12. Any party to this Third Amended Agreement which does not agree with the rates established by the Board which apply to such party shall be allowed to challenge the reasonableness of said rate at a meeting before the Board within thirty (30) days after the Board adopts annual rates as provided herein. The Board's decision as to such challenge shall be final.

13. The parties hereto further agree to comply with the Coalition's permits, and shall cooperate with the Coalition's efforts to obtain and maintain necessary permits for the solid waste facility. Transfer station operators shall be required to keep exacting records of the tonnage and volume of waste they initially receive, what is diverted, reused or recycled, what is excluded as hazardous material, what is excluded as required by the Coalition, and the tonnage or volume approved for transfer to the solid waste disposal facility on not less than a monthly basis.

14. The parties hereto shall remain parties to this Third Amended Agreement, except as provided in Paragraph 1 of this Third Amended Agreement, for the duration of the amortization schedule of all revenue bond issues and until the required post-closure

care and any required corrective action has been completed. In the event any party hereto desires to withdraw from this Third Amended Agreement, said party shall forfeit any future opportunities for self-insurance reimbursement from the funds established for this purpose, but shall remain responsible for any assessments or any financial assurance mechanism participation as requested, directed or agreed under the provisions this Third Amended Agreement. Any member seeking to withdraw from membership in the Coalition shall file with the Board a certified copy of the resolution of the member's governing body approving withdrawal. The withdrawal shall be effective upon such filing.

15. Any refund of post-closure self-funded insurance funds shall be redistributed to the parties hereto at the time of such refund on a per-capita basis (using the most recent decennial census) weighted by Coalition membership years.

16. Any party to this Third Amended Agreement shall have the right to conduct an inspection of the solid waste disposal facility with not less than one (1) day's advance written notice to the Chairperson of the Board.

17. The Coalition may be dissolved only by the adoption of resolutions approving such action by the governing body of each member, provided that the Coalition may not be dissolved until all outstanding bonds, notes, service agreements or other contractual or regulatory obligations and legal claims shall have been satisfied in full. Upon dissolution of the Coalition, each member shall become the owner of a fractional undivided interest in all remaining assets of the Coalition. Each member's undivided fractional interest in such assets shall be determined in accordance with that fraction which is produced, based upon the most recent decennial census, by dividing the population of each member by the entire population of all members of the Coalition.

18. The title to all property, personal or real, owned by the Coalition shall be held in the name of the Coalition. All conveyances of real property owned or held in the name of the Coalition shall be authorized by resolution of the Board and executed by the Chairperson or Vice Chairperson on behalf of the Coalition.

19. Each party to this Third Amended Agreement shall execute duplicate copies of this Third Amended Agreement and provide one executed copy to the Board. The parties agree that the separately executed copies of this Third Amended Agreement shall constitute the Interlocal Agreement of the Coalition, shall be given full force and effect, and shall supersede all prior iterations of the Coalition's Interlocal Agreement.

20. Each member shall provide to the Coalition a certified copy of the resolution of the governing body of the member approving this Third Amended Agreement and a certified copy of the resolution appointing said members representative to the board of directors, said resolutions being effective upon their filing with the Coalition.

21. This Third Amended Agreement may be amended upon approving resolutions adopted by the governing bodies of sixty percent (60%) of the population based upon the most recent decennial census, of the members at the time of the proposed amendment. A certified copy of each approving resolution shall be submitted to and kept on file with the Board.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Third Amended Agreement in duplicate this ____ day of _____, 2023.

CITY OF COLUMBUS, NEBRASKA, a
Municipal Corporation,

ATTEST:

Mayor

City Clerk

(S E A L)

EXHIBIT "A"

MEMBERS OF THE
NORTHEAST NEBRASKA SOLID WASTE COALITION

- (1) City of Battle Creek, Nebraska
- (2) Burt County, Nebraska
- (3) City of Columbus, Nebraska
- (4) Village of Craig, Nebraska
- (5) Village of Creston, Nebraska
- (6) Dodge County, Nebraska
- (7) Village of Duncan, Nebraska
- (8) City of Fremont, Nebraska
- (9) City of Hooper, Nebraska
- (10) Village of Hoskins, Nebraska
- (11) Village of Inglewood, Nebraska
- (12) City of Madison, Nebraska
- (13) Madison County, Nebraska
- (14) Village of Meadow Grove, Nebraska
- (15) Village of Nickerson, Nebraska
- (16) City of Norfolk, Nebraska
- (17) City of Oakland, Nebraska
- (18) Village of Pilger, Nebraska
- (19) Platte County, Nebraska
- (20) Village of Silver Creek, Nebraska
- (21) City of Stanton, Nebraska
- (22) Stanton County, Nebraska
- (23) Village of Uehling, Nebraska
- (24) Village of Winslow, Nebraska

From: [Brianna Duerst](#)
To: [Kline, Janelle](#); [Columbus \(Bahr, rep\)](#); [Vasicek, Tara](#)
Subject: IMPORTANT NOTICE to Northeast Nebraska Solid Waste Coalition Members
Date: Thursday, May 25, 2023 4:58:19 PM
Attachments: [NNSWC Open house notice.pdf](#)
[Columbus Res & 3rd Interlocal, ACTION REQUIRED.pdf](#)
[Comparison of current interlocal agreement to proposed.pdf](#)
[Columbus, Res R95-107 & 2nd Interlocal, 10-16-1995.pdf](#)
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is SAFE.

Your municipality is one of 24 municipalities and counties comprising the Northeast Nebraska Solid Waste Coalition. The Coalition has operated a landfill north of Clarkson since 1995 where solid waste from your community is disposed of. As a member of the Coalition your municipality entered into an interlocal agreement with the other Coalition members to form the Northeast Nebraska Solid Waste Coalition.

The Coalition worked with the Burns & McDonnell engineering firm to develop a proposed master plan for the Coalition landfill. As part of this master planning process, Coalition agreements, bylaws and rates were reviewed to bring these documents into agreement with how the Coalition is operating and eliminate or modify provisions that have become outdated over the last 30 years. One of these documents is the interlocal agreement your municipality entered into with the other Coalition members to form the Coalition, a copy of which is attached along with the adopting resolution. Also attached is the proposed new interlocal agreement and adopting resolution along with a document showing the revisions from the current interlocal agreement.

More information on the Landfill Master Plan can all be found [here](#).

The Coalition will be hosting public open houses to review the draft master plan from June 13th to 15th as shown on the attached notice. We encourage you or others from your municipality to attend one of these open houses to become familiar with the draft master plan and provide input. Changes to the Coalition documents will also be discussed, including the proposed new interlocal agreement.

All Coalition members must approve the proposed new interlocal agreement for it to become effective. If you have any questions regarding the proposed interlocal agreement, the best way to get them answered is to attend one of the open houses on June 13, 14, or 15. If that's not possible you can reach out to me, or the Coalition Treasurer, Randy Gates who is also Norfolk's Finance Officer. Randy's email is rgates@norfolkne.gov and his phone number is (402) 844-2011.

After your Board approves the interlocal agreement, please return a signed original to me along with a certified copy of the adopting resolution.

Brianna Duerst | City Clerk
City of Norfolk | 309 N 5th St | Norfolk, NE 68701-4092
T: 402-844-2012 | <http://www.norfolkne.gov>

NORTHEAST NEBRASKA SOLID WASTE COALITION
to host public open houses to review the draft Master Plan for
the Coalition's landfill north of Clarkson, Nebraska

Three similar open houses will be held from 5:00 p.m. to 7:00 p.m. at the following locations:

- June 13, 2023 - Columbus City Council Chambers, 1369 25th Ave, Columbus, Nebraska
- June 14, 2023 – Fremont City Council Chambers, 400 E Military Ave, Fremont, Nebraska
- June 15, 2023 – Norfolk City Council Chambers, 309 N 5th St, Norfolk, Nebraska

The Coalition is a joint venture composed of 24 cities and counties in Northeast Nebraska and has operated a landfill north of Clarkson accepting solid waste since 1995. The proposed Master Plan includes a 25-acre horizontal expansion and a 60-foot vertical expansion over current permitted levels, which equates to roughly 7.3 million cubic yards of additional air space, or a 50% expansion of what is currently permitted. This is projected to extend landfill life about 28 years to 2078. The Master Plan also looks at expanding off site to provide for waste disposal past the expected 2078 fill date. The Master Plan envisions expanding on adjacent land to the south providing an additional 17.5 million cubic yards of airspace extending landfill life an additional 47 years or until 2125.

As part of the master planning process, Coalition agreements, bylaws and rates were reviewed to bring these documents into agreement with how the Coalition is operating and eliminate or modify provisions that have become outdated over the last 30 years. Changes are proposed to the Coalition Interlocal Agreement, Bylaws, Host Agreement with Stanton County, and rate resolution.

The public and representatives from Coalition members are encouraged to attend one of these open houses to review the draft master plan and provide input. There will be an opening presentation after which Coalition representatives will be available to answer questions and receive comments.

Information on the Master Plan and related documents is available online at:

<https://norfolkne.gov/government/departments/solid-waste-division/solid-waste-coalition/>

Publish (June 6, 2023)

1 P.O.P.

14.C. Resolution No. R23-84 approving Amendment No. 1 to agreement between owner and design-builder, Sand Creek Construction, in the amount of \$873,000 for materials and construction of the west courts of the Gerrard Park tennis and pickleball courts.

Draft

RESOLUTION NO. R23-84

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT 1 TO THE STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN BUILDER FOR MATERIALS AND CONSTRUCTION OF THE WEST COURTS WITH SAND CREEK CONSTRUCTION COMPANY TO THE GERRARD PARK TENNIS AND PICKLEBALL COURT RENOVATIONS IN THE AMOUNT OF \$873,000; 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, Resolution R23-36 approved on March 6, 2023, the city entered into a contract with Sand Creek Construction Company to provide design-build services to the city; and

WHEREAS, the work in Amendment No. 1 includes the material and construction of the west courts, consisting of four tennis/multi-purpose pickleball courts; and

WHEREAS, the materials and construction of the east courts, guaranteed maximum price, substantial completion date, and final completion date will be provided in a future amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Amendment 1 to the Standard Agreement and General Conditions between Owner and Design-Builder for materials and construction of the west courts with Sand Creek Construction Company to the Gerrard Park Tennis and Pickleball Renovations in the amount of \$873,000, 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: June 13, 2023
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Gerrard Park Tennis and Pickleball Court Renovations, Sand Creek Construction, Amendment No. 1 to the Standard Agreement and General Conditions between Owner and Design-Builder

RECOMMENDATION:

I recommend approval of the authorization of the Mayor sign the Gerrard Park Tennis and Pickleball Court Renovations, Sand Creek Construction, Amendment No. 1 to the Standard Agreement and General Conditions between Owner and Design-Builder

DISCUSSION:

Amendment No. 1 provides Sand Creek Construction a Limited Notice to Proceed for materials and construction of the west courts consisting of four tennis courts/multiple purpose courts. The cost of work is at the budgeted costs for such work and services. The pre-guaranteed maximum price (GMP) amendment is proactive and based on anticipated cost increases, delivery time extensions, and to secure subcontractors in order to assist in keeping the project within the budget and timeline.

Amendment No. 2 will include materials and construction for the east courts, consisting of three permanent pickleball courts and all remaining work and services. The GMP, Substantial Completion Date, and Final Completion Date will be established in Amendment No. 2 anticipated in July 2023.

FISCAL IMPACT:

Cost plus not to exceed \$873,000. Part of CIP 23-013 in the amount of \$1,000,000.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

**AMENDMENT #1
TO DESIGN-BUILD AGREEMENT
COLUMBUS, NEBRASKA
Gerrard Park Tennis and Pickleball Courts**

June 13, 2023

REFERENCE: Standard form of agreement between Owner and Design-Builder for services dated February 21, 2022. Except as noted below, all other terms and conditions remain unchanged.

AMENDMENT: For additional services and fees to begin construction and secure supplies/equipment related to the project. The project includes two separate courts (four tennis courts in one location and 3 pickleball courts in another location). General location of courts is included in the Exhibit 1 attached to this Amendment. Final completion of the work under this Amendment #1 is to be determined.

Approval of this Amendment #1 shall act as notice to proceed.

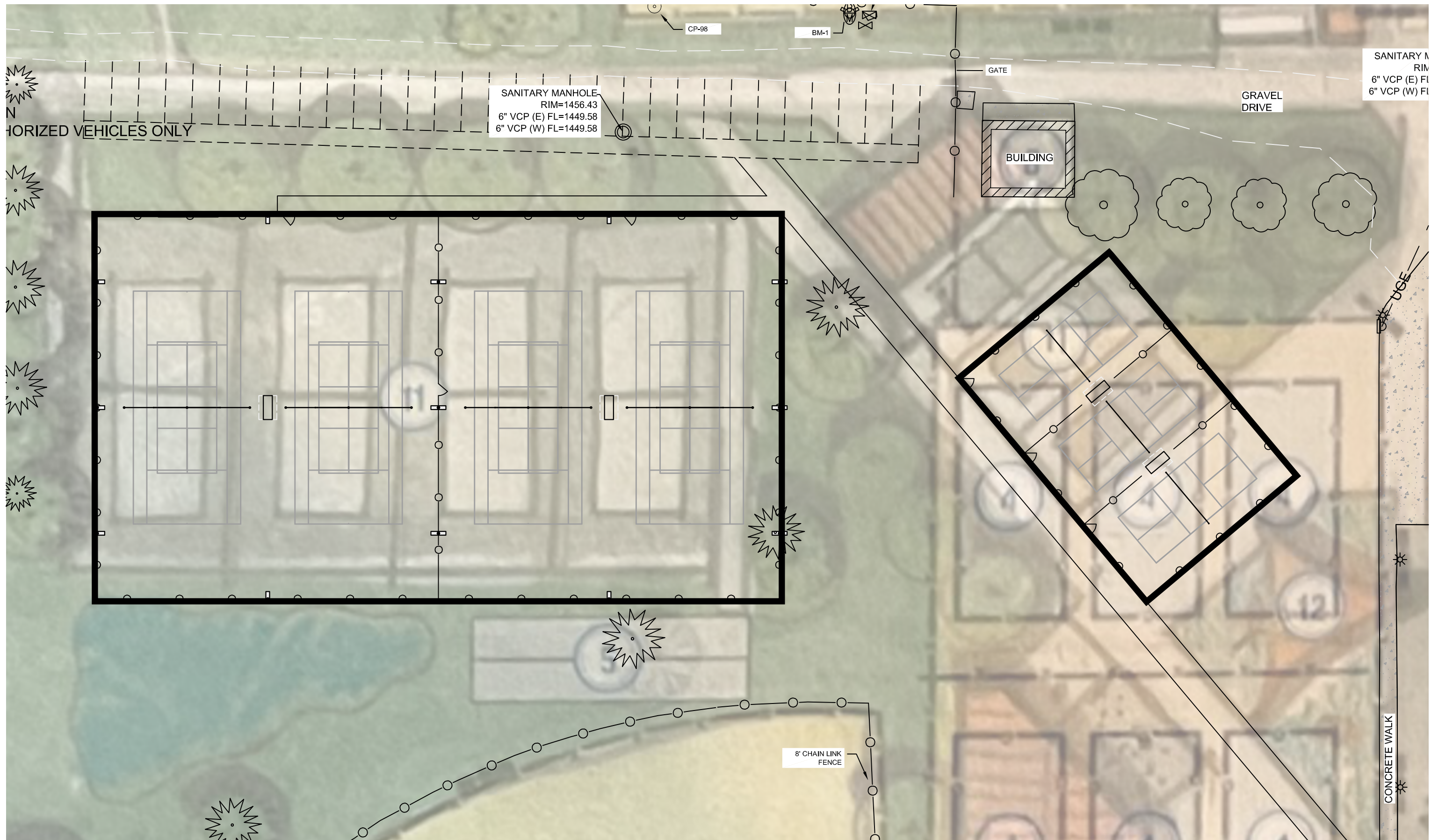
| | | |
|--------------------------|---------------------|------------------|
| SCHEDULE OF FEES: | Original Agreement | \$45,000 |
| | Amendment #1 | \$873,000 |
| | Total to Date | \$918,000 |

OWNER: City of Columbus, NE
James Bulkley, Mayor

DESIGN BUILDER: Troy M. Johnston
Sand Creek Construction Company



6-13-23



14.D.Resolution No. R23-85 supporting the concept of Highway 30 to Highway 64 connector road project.

Draft

RESOLUTION NO. R23-85

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, GENERALLY SUPPORTING THE HIGHWAY 30 TO HIGHWAY 64 CONNECTOR ROAD PROJECT AT THIS TIME.

WHEREAS, the City of Columbus has in the past provided some support to the Highway 30 to Highway 64 Connector Project, in the form of providing partial funding for a transportation planning study and partial funding to engage DC Hirschbrunner Consulting as the consultant for this project; and

WHEREAS, the City generally still supports the overall concept of this project at this time and will:

- Place the 30/64 Corridor Project Benefit/Cost Analysis on file; and
- Support the 30/64 Corridor Project Benefit/Cost Analysis concept of constructing the 30/64 connector roadway system.

and,

WHEREAS, however, the City's general support is subject to the following contingencies, in that:

- Platte County takes on and stays the role as lead public agency;
- Two additional local county jurisdictions become and remain a party to any and all future phase agreements; and
- Platte County, Colfax County, and Butler County all agree to coordinate completion of their respective One & Six Year Road Plans associated with the connection roadway system.

and,

WHEREAS, the city explicitly recognizes any and all future phases for the Highway 30 to Highway 64 connector project will be financially significant, and, therefore, the city by enacting this resolution does not commit to any further project development without a vote of the people approving the city's financial participation.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that this resolution generally supporting the Highway 30 to Highway 64 Connector Project is approved.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

14.E. Resolution No. R23-86 approving Memorandum of Understanding with Columbus Baseball Association for payment of umpires at USSSA state baseball tournaments.

Draft

RESOLUTION NO. R23-86

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH COLUMBUS BASEBALL ASSOCIATION FOR PAYMENT OF UMPIRES AT USSSA STATE BASEBALL TOURNAMENTS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Memorandum of Understanding with Columbus Baseball Association for payment of umpires at USSSA state baseball tournaments, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved; and, the Mayor is hereby authorized, directed, and empowered to the same on behalf of the City of Columbus, Nebraska.

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: June 14, 2023
TO: Tara Vasicek, City Administrator
FROM: Betsy Eckhardt, Parks and Recreation Manager
SUBJECT: CBA/Umpire Agreement

RECOMMENDATION: Staff recommends that the City Council approves the City entering an agreement with the Columbus Baseball Association to pay umpire fees for tournaments.

DISCUSSION: The Parks and Recreation Department hosts the USSSA State Baseball Tournament at city facilities. It is industry standard for umpires to be paid at the conclusion of their services for the games or the tournament. To help facilitate timely payment, because the city can only pay after going through a claims process and not at the time of service the Columbus Baseball Association has agreed to pay the umpires during the USSSA State Baseball Tournaments, and after the conclusion of each tournament the City will reimburse the Columbus Baseball Association for the umpire fees.

FISCAL IMPACT: Umpire fees are a budgeted item in Parks.

ALTERNATIVE: No longer host these tournaments at our facilities.

CONCURRENCE: Doug Moore, Public Property Director

SIGNATURE:

Approved By: *Betsy Eckhardt*
Betsy Eckhardt, Park and Recreation Manager

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

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “Agreement”), made and entered into, as of the dates indicated below, by and between the City of Columbus Nebraska, a political subdivision of the State of Nebraska (hereinafter referred to as “CITY”), and Columbus Baseball Association, a Nebraska non-profit corporation (hereinafter referred to as “CBA”).

WHEREAS, each year the City of Columbus Parks and Recreation Department hosts USSSA state baseball tournaments at CITY facilities; and

WHEREAS, the industry standard for paying umpires for USSSA state baseball tournaments is payment at the time of the game and/or conclusion of the tournament; and

WHEREAS, to facilitate this timely payment CBA agrees to pay the umpires during each USSSA state baseball tournament, and after the conclusion of each tournament, CITY will reimburse CBA for said umpire fees, as more particularly set out in this Agreement.

NOW, THEREFORE, IT IS AGREED AMONG THE PARTIES AS FOLLOWS:

- 1) **UMPIRE FEE RATE:** For USSSA state baseball tournaments hosted by CITY, umpires will be compensated \$50 per game if he/she works the game with a partner and \$60 per game if he/she works the game on his/her own. Said umpire fee rate may be adjusted from time to time as the market may dictate.
- 2) **CITY AND CBA JOINT MUTUAL ASSISTANCE:**
 - a. CITY’s Parks and Recreation Manager will schedule umpires and maintain a detailed log of games with umpire schedules.
 - b. At the end of each tournament, or the umpire’s shift if unable to work the entire tournament, each umpire shall be paid via check through a checking account established by CBA for said purposes. CBA will supply the initial funds to establish and operate this checking account.
 - i. CITY and CBA shall each have one signer on this checking account. The initial signer for CITY will be Betsy Eckhardt and the initial signer for CBA will be Brad Hansen. Each entity may authorize additional individual signers on the checking account as the need arises.
 - c. At the conclusion of each tournament a detailed ledger and schedule will be submitted to CITY’s finance department with an invoice to reimburse CBA for the total cost of umpire pay for the tournament. CITY will reimburse CBA within thirty

(30) days of receipt of the invoice.

- d. Upon receipt of the total income for each tournament from Nebraska USSSA Baseball, CITY agrees to contribute 5 percent (5%) of those earnings to CBA.
- 3) EFFECTIVE DATE: The effective date of this Agreement shall be the date which all parties have approved and signed the Agreement. The parties understand that the Agreement may require final vote approval from each entity's governing bodies.
- 4) AGREEMENT AUTHORIZED: As of the effective date of this Agreement, each party represents and warrants to the others that the execution and performance by it of this Agreement has been duly authorized by all necessary actions and constitutes its valid and legally binding obligation and is legally enforceable.
- 5) MODIFICATION: This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all parties hereto.
- 6) BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, executors, administrators, successors and assigns of the respective parties.
- 7) ASSIGNABILITY: Neither this Agreement nor the rights granted hereunder shall be assignable.
- 8) WAIVER: No waiver by any party to this Agreement of any default or breach of this Agreement shall operate as a waiver of any other default or of the same default on a future occasion.
- 9) CHOICE OF LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. By signing this Agreement, the parties hereby submit to personal and subject matter jurisdiction of the State of Nebraska in Platte County. To the extent possible the parties waive trial by jury.
- 10) SINGULARS / PLURALS / CONTEXT: Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words "shall" and "will" are mandatory, and the word "may" is permissive.
- 11) CAPTION HEADINGS: Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.
- 12) SEVERABILITY: If it shall be determined by a court or other governmental body of competent jurisdiction that any provision(s) of this Agreement shall be invalid or

unenforceable under any applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement and shall not affect the other terms and provisions of this Agreement. To the extent legally possible, any invalid or unenforceable provision will be modified to reflect the parties' original intention.

13) FULL INTEGRATION: This is a fully integrated Agreement and supersedes any and all prior Agreements, whether oral or written, between the parties on the subject matter at hand; and, this Agreement embodies a full and complete understanding of the parties.

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

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

Duly executed this _____ day of _____, 2023, by Columbus Baseball Association:

Brad Hansen, Columbus Baseball Association

15. ORDINANCES ON FIRST READING

15.A.Ordinance No. 23-07 amending city code to change City Council and Planning Commission meeting times to 6 p.m.

Draft

ORDINANCE NO. 23-07

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 30.17 OF CHAPTER 30 OF TITLE III AND SECTION 32.038 OF CHAPTER 30 OF TITLE III OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO CHANGE THE STARTING TIME OF CITY COUNCIL AND PLANNING COMMISSION MEETINGS TO 6:00 P.M.; 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. § 16-401 states “Regular meetings of the city council of a city of the first class shall be held at such times as may be fixed by ordinance...”; and

WHEREAS, Neb. Rev. Stat. § 19-927 states that “The [planning] commission shall hold at least one regular meeting in each calendar quarter, except as provided in this section.”

WHEREAS, currently both the City Council and the Planning Commission regular meetings start at 7:00 p.m. on their respective meeting days; and

WHEREAS, in an effort to be more accommodating in regard to the schedules of city staff, and those serving on the City Council and Planning Commission, the City Council has elected to move the start time of both the City Council and the Planning Commission regular meetings from 7:00 p.m. to 6:00 p.m. on their respective meeting days, and said change is to take place beginning in the month of August 2023 and each month thereafter.

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

Section 1. That Section 30.17 of Chapter 30 of Title III of the Columbus City Code be amended and revised to read as follows:

§ 30.17 MEETINGS.

(A) Regular meetings of the City Council shall be held in the Council Chambers on the first and third Monday of each month at 6:00 p.m. However, the regular meetings may be changed from time to time, pursuant to the policy of the City Council adopted by resolution. The regular meeting shall be changed or modified by call of the mayor or at least four members of the city council. Special meetings of the City Council shall be held in the Council Chambers upon call by the mayor or at least four members of the

city council and the day, hour and purpose thereof shall be set forth in the call.

(B) Notice of every special meeting shall be given to each city council member by notifying the city council member personally, by telephone, or by leaving a verbal message at the city council member's usual place of business or residence.

Section 2. That Section 32.038 of Chapter 32 of Title III of the Columbus City Code be amended and revised to read as follows:

§ 32.038 QUORUM; MEETINGS.

A number of Commissioners equal to a majority of the number of regular members appointed to the Commission shall constitute a quorum for the transaction of any business. Regular meetings of the Planning Commission shall be held in the Council Chambers on the second Monday of each month at 6:00 p.m. However, the regular meetings may be changed from time to time. Special meetings may also be held upon the call of the chairperson, vice chairperson or any three members of the Commission

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 1) beginning August 1, 2023; and, 2) 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 office of the city clerk.

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**

17.A. Ordinance No. 23-04 amending city code to define scrapping and declare scrapping in residential zones as a nuisance.

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

The City of **Columbus**

MEMORANDUM

DATE: May 9, 2023
FROM: Andy Woehrer, Chief Building and Code Official
TO: Tara Vasicek, City Administrator
RE: Amending City Code Chapter 92 Nuisances

RECOMMENDATION:

I recommend the adoption of the amendment to Chapter 92 of the City Code as it pertains to Scrapping in Residential Districts.

DISCUSSION:

We are amending the City Code to Scrapping and its definition. This deems scrapping as a nuisance and prohibits scrapping in residential zones. Code Enforcement Officials have received continual complaints made against habitual offenders in the recent years. This amendment aims to suppress the act of scrapping where it is not permitted.

ALTERNATIVE:

Stop enforcing scrapping nuisances in the residential zones.

SIGNATURE:

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

Approved By: Tara Vasicek
Tara Vasicek, City Administrator

18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda.**
19. **UNFINISHED BUSINESS - None**
20. **ADJOURNMENT**