

City Council Regular Meeting
Tuesday, February 18, 2020 7:00 PM
Council Chambers
1369 25 Avenue

{{Name: Agenda Item Name}}

{{Rationale: Agenda Item Rationale}} {{AgendaItemEnd}}

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

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.

A. Minutes of February 3, 2020, City Council meeting.

B. Title III-E (family caregiver support services) reallocation of funds from Northeast Nebraska Area Agency on Aging for services at the Community Center.

C. Advertise for bids for land lease of city's north well field property.

D. Specifications and estimate of cost in the amount of \$40,400 for yard waste removal for the Transfer Station and authorization to advertise for bids.

E. Resolution No. R20-11 authorizing payment of various improvement projects.

F. Finance Department reports.

G. Payroll and bills on file.

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS - None

7. PUBLIC HEARINGS

A. Public hearing - Second hearing on application to Nebraska Department of Economic Development for Community Development Block Grant No. 17-ED-005 for

community development activities.

B. Public hearing - Application of Family Dollar, Inc. for Retail Class "B" liquor license at 2007 23 Street. (Continued from February 3, 2020, meeting.)

1. Application of Family Dollar for Louis J. Masters III as manager in conjunction with liquor license.

C. Public hearing - Application of Artzy Haven, LLC for liquor license change of location from 1354 27 Avenue to 2422 13 Street. (Continued from February 3, 2020, meeting.)

D. Public hearing - Application of Artzy Haven, LLC for liquor license change of location from 1354 27 Avenue to 2516 13 Street.

E. Public hearing - Application of C & S Entertainment, LLC dba Big 10 Sports Bar & Grill for Retail Class "C" liquor license at 510 East 23 Street.

1. Application of Big 10 Sports Bar & Grill for Stacey L. Schaefer as manager in conjunction with liquor license.

F. Public hearing - Application of MQM, LLC dba Sam's General Store for Retail Class "D" liquor license at 3417 14 Street.

1. Application of Sam's General Store for Muqim Rahimov as manager in conjunction with liquor license.

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES - Included in Consent Agenda

10. REPORTS OF COUNCIL COMMITTEES

A. COMMITTEE OF THE WHOLE - February 18, 2020

1. Presentation of Streetscaping Betterment Project on 23rd Street.

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION - None

13. NEW BUSINESS

A. Quote from Sirius Computer Solutions, Inc. in the amount of \$11,542.28 for Wi-Fi access points at new fire station.

- B. Application of Loup Rentals, LLC for preliminary plat of Eastview Subdivision (5 Street and 3 Avenue). (Planning Commission recommends approval.)
- C. Application of Cork & Barrel, LLC for addition to licensed premise at 1354 27 Avenue, Suite 50, for basement area approximately 21 ft. x 40 ft.
- D. Request for Qualifications for Charlie Louis Fire Station addition design phase services.
- E. Request for Qualifications for cemetery maintenance shop design phase services.
- F. Comments from mayor and city council members.

14. RESOLUTIONS

- A. Resolution No. R20-12 approving Amendment No. 1 with Police Facility Design Group in the amount of \$1,265 for architectural services for the Columbus Public Safety Facilities.
- B. Resolution No. R20-13 setting Monday, April 6, 2020, from 5:30 p.m. to 6:45 p.m. when the mayor and council shall sit as a Board of Equalization to equalize and levy special assessments for Street Improvement District No. 182 (33 Avenue from 39 Street to Lost Creek Parkway), Water Extension District No. 62 (East 12 Avenue from US Highway 30 frontage road south 530 feet), and Sewer Extension District No. 44 (East 12 Avenue from US Highway 30 frontage road south 530 feet).
 - 1. Certificate of costs, apportionment of costs, and preliminary assessment schedules for Street Improvement District No. 182, Water Extension District No. 62, and Sewer Extension District No. 44.
- C. Resolution No. R20-14 approving Settlement, Mutual Release, and Hold Harmless Agreement with Dustin D. Blecha, Richard F. Drake, and T-Bone Truck Stop, Inc. for damage to light pole on May 16, 2018, at the intersection of 8 Street and 33 Avenue.
- D. Resolution No. R20-15 adopting program guidelines for Community Development Block Grant No. 19-DTR-101.

15. ORDINANCES ON FIRST READING - None

16. ORDINANCES ON SECOND READING - None

17. ORDINANCES ON THIRD READING - None

18. CONSIDERATION OF PAYROLL AND BILLS ON FILE - Payroll and all other bills included in Consent Agenda

A. ARL Credit Services

19. **UNFINISHED BUSINESS - None**

20. **ADJOURNMENT**

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on February 3, 2020, at 7:00 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, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgement of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, and Prent Roth. Council Member Ron Schilling was absent and excused. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, Assistant City Clerk Michaela Luckey, Public Property Director Doug Moore, Public Works Director Chuck Sliva, Police Chief Chuck Sherer, Fire Chief Dan Miller, and Library Director Karen Connell.
2. **PRAYER:** Bahr led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** Bulkley invited all to join in the National Anthem and Pledge of Allegiance.
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 that 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 Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
 - 4.A. **Minutes of January 20, 2020, City Council meeting.**
 - 4.B. **Appointment of the following officers for Columbus Fire Department: Pat Miller - Assistant Fire Chief and Randy Janicek - Safety/Training Officer.**
 - 4.C. **Resolution No. R20-08 authorizing payment of various improvement projects.** Resolution No. R20-08 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: BIERMAN CONTRACTING, INC. – WASH BAY \$8,902.04; BIERMAN CONTRACTING, INC. – WASH BAY \$13,025.00.

4.D. Payroll and bills on file. CP=Capital Projects; E=Expenses; G=Grant; R=Refund; S=Service & Supplies; T=Training 01/07/20 Payroll \$627,173.73; Ace Hardware 327.74 S; Advance Auto Parts 776.46 S; Alley Poyner Macchietto 1,475.00 CP; Altec Industries 381.00 S; Amazon 5,472.04 S; American Red Cross 296.00 T; Aqua-Pure 5,146.73 S; Axon Enterprise 6,830.64 S; C Behlen 77.15 E; Bierman Contracting 21,927.74 CP; Blackstrap 3,284.54 S; Blue360 Media 150.28 S; R Bogus 99.51 E; Bomgaars 611.86 S; Bound Tree Medical 182.78 S; Bunn-O-Matic 81.30 S; C Carbajal 80.00 E; Ctr for Municipal Solutions 5,075.00 S; Central Parts 118.71 S; Col Custom Embroidery 168.00 S; Col Motor 53.31 S; Consolidated Water Solutions 13,500.00 S; Core & Main 12,683.43 S; Cornhusker Marriott 110.00 T; Creative Product Sourcing 1,326.50 S; Culligan 385.34 S; Demco 98.03 S; Downey Drilling 2,013.00 S; Dwayne Rickert 800.00 R; Electronic Eng 10,812.50 S; Embassy Suites 881.00 T; Evident 326.74 S; Extreme Glass 226.95 S; Fastenal 500.01 S; FBG 3,093.00 S; H Fiala 31.00 E; Fred Pryor Seminars 149.00 T; G-O Rapid Lube 44.32 S; Graybar Electric 164.50 S; Great Plains Bldg 70.84 S; Great Plains Uniforms 327.50 S; Hadley-Braithwait 381.10 S; Hawkins 2,164.51 S; Home Improvement 1,500.00 G; Hometown Leasing 177.97 S; B Hruska 20.42 E; Ingram Library Services 6,243.74 S; Jackson Services 1,846.61 S; JEO Consulting 733.75 S; Lawson Products 51.00 S; League of NE Municipalities 1,079.00 T; Lincoln Winwater Works 229.53 S; Rodney Magg 79.09 R; Marley's Electric 2,751.92 S; Matheson-Linweld 296.45 S; Menards 1,040.10 S; MW Alarm 1,053.12 S; MW Glass 95.70 S; MW Service 449.30 S; MW Tape 404.89 S; Motorola Solutions 2,495.60 S; NAPA 31.47 S; NAPE 90.00 S; NMCA 446.00 T; NE Library Commission 1,352.00 CP; NE Public Health 340.00 S; NENEDD 1,916.14 G; Occupational Health 1,417.00 S; OCLC 875.79 S; Officenet 1,210.75 S; Olson's Pest Techn 141.00 S; O'Reilly 723.15 S; Overhead Door 1,125.27 S; Panel Builders 270.00 S; Pete Lien 5,514.01 S; Petty Cash 105.30 E; Police Facility Design 47,018.09 CP; Reardon 159.95 S; Revel Match 2,013.33 S; Schindler Elevator 575.72 S; Security Equip 3,840.00 S; ServiceMaster 2,085.00 S; Shelly Berchtold 150.00 R; Sherwin-Williams 34.24 S; Shevlin Supply 254.55 S; Shred Monster 237.75 S; Sirius 11,465.80 CP; B Strecker 500.00 E; Stryker Sales 292.74 S; Sysco 17,150.00 CP; Lifeguard Store 9,391.00 CP; Tire Outlet 1,294.00 S; Travelers 31,534.00 S; Truck Center 1,209.52 S; Turfwerks 1,624.48 S; Ty's Outdoor Power 102.68 S; U & I Sanitation 134.50 S; Uline 187.88 S; UPRR 3,451.39 CP; UPS 33.63 S; USA Blue Book 111.21 S; Van Wall 1,677.63 S; Walmart 435.77 S; Barbara Weber 49.27 R; West Point Implement 1,842.03 S; Winter Equip 1,588.37 S; World Trade Press 680.00 S; B Zakrzewski 77.27 E; Zee Medical 127.55 S. TOTAL \$907,314.21.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:**
 - 6.A. **Annual report from Library Board.** Connell, on behalf of the Library Board, noted that the Library Board is required by state statute to submit an annual report to the city council and she reviewed the library hours, number of users, funding and expenditures, as well as the technology and services available to patrons. Discussion was held with regard to library reports from comparable cities and Connell said she would compile data and send to the mayor and city council.
7. **PUBLIC HEARINGS:**
 - 7.A. **Public hearing – Application of Family Dollar, Inc. for Retail Class "B" liquor license at 2007 23 Street.** Vasicek reported that the applicant has requested this public hearing be continued. The public hearing was continued to February 18, 2020, at 7 p.m. with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted “Aye” and none voted “Nay”. Schilling was absent.
 - 7.B. **Public hearing – Application of Artzy Haven, LLC for liquor license change of location from 1354 27 Avenue to 2422 13 Street.** Vasicek explained that this public hearing should be continued as the applicant has requested a second change of location and both requests will be presented together at the next meeting. The public hearing was continued to February 18, 2020, at 7 p.m. with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted “Aye” and none voted “Nay”. Schilling was absent.
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** None
10. **REPORTS OF COUNCIL COMMITTEES:** None
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
 - 13.A. **Northeast Nebraska Area Agency on Aging 2021 Detailed Plan of Operation and Budget and application for funding for Columbus Community Center.** The Northeast Nebraska Area Agency on Aging 2021 Detailed Plan of Operation and Budget and application for funding for Community Center was approved with a motion by Augustine-Schulte and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr,

and Roth voted "Aye" and none voted "Nay". Schilling was absent.

- 13.B. Request from Big 10 Sports Bar & Grill for lottery sales outlet location at 510 East 23 Street.** The application of Big 10 Sports Bar & Grill for lottery sales outlet was approved with a motion by Bahr and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.C. Quote from Cleanwash Laundry Systems in the amount of \$25,444.26 for laundry equipment at new fire station.** The quote from Cleanwash Laundry Systems for laundry equipment was accepted with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.D. Quote from Crouch Recreation, Inc. in the amount of \$15,174 to replace fabric on the shade structures at Pawnee Plunge Water Park.** The quote from Crouch Recreation, Inc. for replacement fabric on shade structures was accepted with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.E. Comments from mayor and city council members.** Bulkley wished Jablonski a happy birthday and Schilling all the best as he recovers from a recent surgery. He reported that video recording of city council meetings should resume with the February 18th meeting and he reminded the public that snow should be removed from sidewalks within 24 hours after a snowfall.

14. RESOLUTIONS:

- 14.A. Resolution No. R20-09 approving Mutual Agreement to Terminate Farm Lease with Pinnacle Agency as court appointed receiver for Schreiber Brothers Hog Company, LLC for farm ground known as city well field property.** Resolution No. R20-09 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE MUTUAL AGREEMENT TO TERMINATE FARM LEASE WITH PINNACLE AGENCY AS THE COURT APPOINTED RECEIVER FOR SCHREIBER BROTHERS HOG COMPANY, LLC FOR FARM GROUND KNOWN AS CITY WELL FIELD PROPERTY; 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 Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 14.B. Resolution No. R20-10 approving Interlocal Cooperation Agreement with**

Platte County for prosecution services for four-year term beginning March 16, 2020, at an annual initial cost of \$36,264.84. Resolution No. R20-10 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH PLATTE COUNTY FOR PROSECUTION SERVICES FOR A FOUR YEAR TERM BEGINNING MARCH 16, 2020, AT AN ANNUAL INITIAL COST OF \$36,264.84 was adopted with a motion by Lohr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

15. **ORDINANCES ON FIRST READING:** None
16. **ORDINANCES ON SECOND READING:** None
17. **ORDINANCES ON THIRD READING:** None
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda
19. **UNFINISHED BUSINESS:** None
20. **ADJOURNMENT:** The meeting adjourned at 7:35 p.m. with a motion by Jablonski and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

Presented and approved this 18 day of February, 2020.

MAYOR

ATTEST:

CITY CLERK

MEMORANDUM

DATE: February 13, 2020
TO: Tara Vasicek, City Administrator
FROM: Doug Moore, Public Property Director
SUBJECT: 2019-2020 III E Family Caregiver Support Provider Subaward Revision with Northeast Nebraska Area Agency on Aging

RECOMMENDATION:

Staff recommends approval of the III E Family Caregiver Support Provider Subaward Revision for the Columbus Community Center program with the Northeast Nebraska Area Agency on Aging (NENAAA).

DISCUSSION:

The NENAAA administers federal and state subsidies for senior centers in northeast Nebraska. We have found that we need to amend a couple line items for the Caregiver Support Program budget based on current expenses and future projections.

FISCAL IMPACT:

For 2019-2020 NENAAA has allocated \$3,000 of federal and state funding for these caregiver support services. This fully covers the costs of caregiver support services. We are now re-allocating the \$3,000 into different categories than they were originally budgeted.

ALTERNATIVES:

The original budgeted numbers would not change.

CONCURRENCE:

This subaward revision has been reviewed by the Community Center Manager and the Finance Director and they concur with the application.

SIGNATURE:

DEPARTMENT HEAD:  _____

CITY ADMINISTRATOR APPROVAL: _____

III-E LINE ITEM BUDGET REVISION

(1) Program: <u>III-E</u>	Fiscal Year <u>2020</u>
---------------------------	-------------------------

(3) Grantee or Contractor:	
Name: <u>Columbus Community Center</u>	Manager: <u>Cindy Branting</u>
Address: <u>3111 19th Street</u>	Executive Officer: <u>James Bulkley</u>
<u>Columbus, NE 68601</u>	

(4) Budget	(A)	(B)	(C)	(D)
<u>Cost Categories</u>	Current Budget	Change		Revised Budget
		Add	Subtract	
(1) Personnel	1,797			1,797
(2) Travel	116			116
(3) Printing & Supplies	814	200		1,014
(4) Equipment				
(5) Building Space				
(6) Comm. & Utilities				
(7) Other	273		200	73
(8) Raw Food				
(9) Gross Costs	3,000	200	200	3,000
<u>Non-Matching</u>				
(10) Other (Non-Match)				
(11a) Federal SSBG				
(11b) Federal USDA				
(12a) Income/Contrib. (Non-Match)				
(12b) Total (Non-Match)				
(13) Actual Cost	3,000	200	200	3,000
<u>Matching</u>				
(14a) Local Public (Cash Matching)				
(14b) Local Public Other (Matching)				
(15) Local Other (Matching)				
(15a) Local Cash (Matching)				
(16) Total Local Matching				
(17) CASA				
(18a) Reservation Table	3,000			3,000
(18b) Special Award				

(5) Board Chairman Signature: _____	Date: _____
-------------------------------------	-------------

(6) Justification: Explain, for each cost category (budget line), the reason and/or need for each change found in columns B and C of section number (4).

We have found that we need to amend a few items for the Caregiver's program based on current expenses and future projections. These are slight adjustments and do not affect the overall \$3,000 limit we plan to expend for the III-E Caregiver program.



The City of
Columbus, Nebraska

PUBLIC WORKS DEPARTMENT

Utility Billing • Water Production • Water/Sewer Utility • Wastewater •
Streets • MSW Transfer Station
Phone: 402-562-4260
Fax: 402-562-4265
www.columbusne.us

MEMORANDUM

DATE: February 12, 2020
TO: City Administrator / Mayor / City Council
FROM: Chuck Sliva, Public Works Director
RE: Wellfield Land Lease Bid

City Staff is requesting authorization to issue bid specifications for the land lease of City owned property, comprising of the City's north wellfield.

The City has cancelled the current contract holder.

A two-year term is being proposed for the lease for the 2020 and 2021 planting seasons, with an option to extend for an additional two planting seasons.





The City of
Columbus, Nebraska

PUBLIC WORKS DEPARTMENT
Utility Billing • Water Production • Water/Sewer Utility • Wastewater •
Streets • MSW Transfer Station
Phone: 402-562-4260
Fax: 402-562-4265
www.columbusne.us

MEMORANDUM

DATE: February 12, 2020
TO: City Administrator / Mayor / City Council
FROM: Chuck Sliva, Public Works Director
RE: MSW Transfer Station - Yard Waste Removal Contract

RECOMMENDATION: Approve the specifications and contract documents for bid. Authorize staff to proceed with bidding of the Yard Waste Removal Contract.

DISCUSSION: The City has a current contract with M & L Inc. for removal of all yard waste, grass, and leaves, from the City of Columbus MSW Transfer Station. This three (3) year contract awarded in February 2017, and expires on March 31, 2020. Competitive bidding should continue to control cost.

2013: \$41,096.44	2017: \$36,706.87
2014: \$40,478.23	2018: \$43,848.09
2015: \$39,252.61	2019: \$46,920.50
2016: \$35,134.90	

FISCAL IMPACT: The estimated cost of this activity is \$40,400.00 per year.

CONCURRENCE: Mike Shemek, MSW Transfer Station Supervisor

SIGNATURE:

By:

Chuck Sliva, Public Works Director

Approved By:

Heather Lindsley, Finance Director

Approved By:

Tara Vasicek, City Administrator



SPECIFICATIONS AND CONTRACT DOCUMENTS

MSW TRANSFER STATION

YARD WASTE REMOVAL

COLUMBUS, NEBRASKA

2020

**Chuck Sliva
Director of Public Works**

SPECIFICATIONS AND CONTRACT DOCUMENTS
MSW TRANSFER STATION - YARD WASTE REMOVAL

COLUMBUS, NEBRASKA

2020

JAMES B. BULKLEY, MAYOR

COUNCIL MEMBERS

BETH AUGUSTINE-SCHULTE
DENNIS KRESHA
RICHARD JABLONSKI
J. PRENT ROTH JR.

CHARLIE BAHR
TROY HIEMER
JOHN LOHR
RON SCHILLING

TARA VASICEK
CITY ADMINISTRATOR

CHUCK SLIVA
DIRECTOR OF PUBLIC WORKS

I hereby certify that these plans and specifications were prepared by me, or under my direct supervision.

Chuck Sliva
Director Public Works

ADVERTISEMENT FOR BIDS

CITY OF COLUMBUS www.columbusne.us
2424 14 STREET (City Hall)
P. O. BOX 1677
COLUMBUS, NE 68602-1677

The City of Columbus, Nebraska is requesting proposals from entities interested in providing yard waste removal from the City's MSW Transfer Station located at 250 S. 14th Avenue, Columbus, Nebraska 68601.

Separate sealed BIDS for the **YARD WASTE REMOVAL**, will be received by the City of Columbus, Nebraska at the Office of the City Clerk – City Hall Building, 2424 14 Street, P. O. Box 1677, Columbus, Nebraska, 68602 until 2:00 o'clock p.m. on March 3, 2020, and opened immediately following at City Hall, First Floor Conference Room, 2424 14 Street, Columbus, Nebraska.

All bids, properly received, will be opened at the stated time in an open and public letting. The City reserves the right to reject any and all bids, or any portion thereof, and to waive informality in any bid, or to award any bid considered most advantageous to them, including alternatives. The City reserves the right to consider "lowest total cost" including, but not limited to product features, services, and life cycle costs.

Bidders may obtain digital specifications for the above project from www.questcdn.com Project #6822676 for \$10. A hard copy set of specifications may be obtained from City of Columbus. The CONTRACT DOCUMENTS may be examined at the following location:

City of Columbus
Public Works Department
2424 14 Street
City Hall
Columbus, NE 68601

Copies of the CONTRACT DOCUMENTS may be obtained at the Office of the Public Works Department or City Clerk Office.

February 21, 2020

Date

James B. Bulkley

Mayor

Publish: **February 21, 2020**

Two Affidavits of Publication

INSTRUCTIONS

- Bids must be signed by an authorized representative of the firm submitting the bid and returned on the enclosed bid sheet.
- The City of Columbus is tax exempt.
- Return bids in a sealed manila envelope marked, “Attn: Office of the City Clerk, MSW TRANSFER STATION - Yard Waste Removal” to either: P. O. Box 1677, Columbus, Nebraska 68602-1677, or deliver to, City Clerks Office at 2424 14 Street, Columbus, Nebraska 68601.
- Any questions concerning this request for bids should be directed to Chuck Sliva, Public Works Director at 402-562-4260.

SPECIFICATIONS / QUOTE SHEET

ITEM:

The removal of all yard waste, grass, and leaves, from the City of Columbus MSW Transfer Station located at 250 South 14 Avenue, Columbus, Nebraska.

PERFORMANCE:

All yard waste, grass, and leaves to be removed at a minimum of twice a week or more often if necessary to minimize offensive odors. No selective removal will be allowed. Exceptions to the twice a week removal may be made by the City at the request by the Contractor. The Contractor shall ensure the yard waste site is maintained in an orderly fashion, with regards to yard waste, grass, and leaves being kept in reasonable piles and rows, so as to ensure safe and proper ingress/egress by the public.

Contractor will supply truck(s) and driver(s) necessary to transport the yard waste material to a disposal site. If the Contractor desires, the City Staff will load the yard waste into the Contractor’s truck at their request for a charge of \$100.00 per hour cost for use of the front-end loader and operator. This charge will be deducted from the Contractor’s monthly bill for removal services. Material must be weighed at the City MSW Transfer Station Scale, unless prior arrangements have been agreed upon, and during open hours of operation for the public business hours.

Contractor will be considered in breach if removal of the yard waste is not performed at a minimum of twice a week or within 48 hours of notification for removal unless otherwise agreed upon by the City.

Contractor agrees to be liable for any damage or consequence resulting from the transport of the City's yard waste.

Either party to this agreement may terminate the contract upon giving 180 days prior notice. In addition, the City may terminate the contract without notice in the event of a material breach of the contract by the Contractor. For purposes of this section, material breach shall include, but not be limited to: failure to perform, failure to provide viable equipment and drivers, or violation of the terms of this contract.

The Contractor to whom the contract is awarded will be required to execute the contract beginning on April 1, 2020.

The terms of this contract shall be for a period of three (3) years beginning on April 1, 2020 and ending March 31, 2023, but may be automatically renewed by mutual agreement of the parties for an additional period not to exceed two years.

CONTRACT PERIOD: Three (3) years, beginning April 1, 2020

COST: Cost per ton to remove all yard waste from site.

(Contract is to be paid in monthly installments.)

PAYMENT: Requests for payment must be in the Office of the Public Works no later than 5:00 o'clock p.m. on the first of each month.

BIDDER PROPOSAL

NAME OF APPLICANT: _____

BIDDER (NAME OF FIRM): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT PHONE: _____ **DATE:** _____

CONTACT EMAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

COST PER TON: \$ _____ **ALL YARD WASTE**

RESOLUTION NO. R20- 11

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.	Fire Stations	\$238,270.70
Eriksen Construction Co., Inc.	WWTF Phase 4	\$177,957.76
Obrist & Co., Inc.	SED#45 & WED#63	\$ 49,117.50
Obrist & Co., Inc.	SED#46	\$125,897.40

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

B-D Construction, Inc.	Fire Stations	\$238,270.70
Eriksen Construction Co., Inc.	WWTF Phase 4	\$177,957.76
Obrist & Co., Inc.	SED#45 & WED#63	\$ 49,117.50
Obrist & Co., Inc.	SED#46	\$125,897.40

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 _____, 2019.

MAYOR

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

AIA Type Document
Application and Certification for Payment

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

PROJECT: COLUMBUS FIRE STATION
COLUMBUS, NE 68601

APPLICATION NO: 18
PERIOD TO: 1/31/2020

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

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

VIA (ARCHITECT): Williams Spurgeon Kuhl & Freshnock
110 Armour Road
North Kansas City, MO 64116

ARCHITECT'S PROJECT NO: 17081

CONTRACT FOR: Construction Manager At Risk

CONTRACT DATE: 1/2/2018

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>7,634,360.00</u>
2. Net Change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>7,634,360.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>6,330,297.81</u>
5. RETAINAGE:		
a. <u>6.49</u> % of Completed Work	\$	<u>392,889.65</u>
b. <u>9.71</u> % of Stored Material	\$	<u>26,706.90</u>
Total retainage (Line 5a + 5b)	\$	<u>419,596.55</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>5,910,701.26</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>5,672,430.56</u>
8. CURRENT PAYMENT DUE	\$	<u>238,270.70</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>1,723,658.74</u>

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

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

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

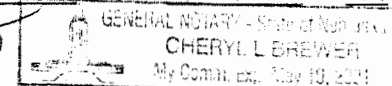
By: Bryan L. Kearney Date: 1.31.20
Bryan L. Kearney, Treasurer

State of: NE

County of: Platte

Subscribed and Sworn to before me this 31st Day of Jan. 20 20

Notary Public: Cheryl L Brewer
My Commission Expires: May 19, 2021



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

\$ 238,270.70

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

ARCHITECT: WSKF Architects, Inc
By: [Signature] Date: 2-7-20

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.

CIP 20-88
211-211-57550-20088



**Contractor's Application and
Certificate for Payment**

To (Owner): City of Columbus, NE	From (Contractor): Eriksen Construction Co., Inc.	Via (Engineer): Amit Shrivastava (HDR)
Owner's Project No.:	Contractor Project No.: 684	Engineer's Project No.: 10061621
For (Contract): Wastewater Treatment Facility - Phase 4 Improvements	Application No.: 16	Application Period: 01/01/20 to 01/31/20

Application for Payment

Change Order Summary

Change Orders Approved by Owner:				1. ORIGINAL CONTRACT PRICE		8,850,686.00
Number	Date Approved	Additions	Deductions	2. Net change by Change Orders		-
				3. CONTRACT SUM TO DATE (Line 1 ± 2)		8,850,686.00
				4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)		7,821,245.80
TOTALS		\$ -	\$ -	5. RETAINAGE: (Retainage Held through Pay App 13)		676,573.85
NET CHANGE TO CONTRACT BY CHANGE ORDERS		\$ -	\$ -	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)		7,144,671.95
Change Orders Approved for Allowance Modifications				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Certificate)		6,966,714.19
1	12/13/18	\$ 16,011.00		8. AMOUNT DUE THIS APPLICATION		177,957.76
2	12/05/19	\$ 43,653.00		9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Page 2 of 3 + Line 5 above (Retainage))		1,706,014.05
3						
4						
5						
TOTALS		\$ 59,664.00	\$ -			
NET CHANGE TO ALLOWANCE BY CHANGE ORDERS		\$ 59,664.00				
ALLOWANCE REMAINING :		\$ 40,336.00				

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: Eriksen Construction Company, Inc.

By: *Casey Ackermann* Date: 1/31/20

Casey Ackermann

Payment of:		is recommended
\$ 177,957.76		
HDR		Date:
By: <i>Amit Shrivastava</i>		02/03/20

Payment of:		is recommended
\$ 177,957.76		
City of Columbus		Date:
By: <i>Lucretia By</i>		2/4/20

CIP 20-47
500-501-57200-20097

Contractor's Application for Payment No. 1

	Application Period: 01/20/20	Application Date: 02/01/20
To (Owner): City of Columbus	From (Contractor): (Division I) Obrist & Co., Inc.	Via (Engineer): City of Columbus
Project: SED #45, WED#63 48th Ave. from 42nd St to Lost Creek Parkway	Contract:	
Owner's Contract No.:	Contractor's Project No.: 19-326	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$ 320,192.00
2. Net change by Change Orders.....	\$
3. CURRENT CONTRACT PRICE (Line 1 ± 2).....	\$ 320,192.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 54,575.00
5. RETAINAGE:	
a. _____ X _____ Work Completed.....	\$
b. 10% X \$54,575.00 Stored Material.....	\$ 5,457.50
c. Total Retainage (Line 5a + Line 5b).....	\$ 5,457.50
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 49,117.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
8. AMOUNT DUE THIS APPLICATION.....	\$ 49,117.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 271,074.50

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: John S. Obrist Jr Date: 2/4/2020

Payment of: \$ 49,117.50
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Robert [Signature]* 2/7/20
(Engineer) (Date)

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

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

CIP 20-89 500-500-57300-20089 \$15,250.00
CIP 20-100 520-520-57300-20100 \$39,325.00

Application Period: 1-2-2020 -2-3-2020		Application Date: 02/4/2020
To (Owner): City of Columbus	From (Contractor): (Division I) Obrist & Co., Inc.	Via (Engineer): HDR Engineering, inc.
Project: SED #46 Lost Creek from 38th St. to West of 10th Avenue	Contract:	
Owner's Contract No.:	Contractor's Project No.: 19-327	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$ 698,875.75
2. Net change by Change Orders.....	\$
3. CURRENT CONTRACT PRICE (Line 1 ± 2).....	\$ 698,875.75
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 464,410.70
5. RETAINAGE:	
a. 10% X \$453,424.50 Work Completed.....	\$ 45,342.45
b. 10% X \$10,986.20 Stored Material.....	\$ 1,098.62
c. Total Retainage (Line 5a + Line 5b).....	\$ 46,441.07
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 417,969.63
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 292,072.23
8. AMOUNT DUE THIS APPLICATION.....	\$ 125,897.40
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 280,906.12

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: John P. Obrist Jr Date: 2/4/2020

Payment of: \$ 125,897.40
(Line 8 or other - attach explanation of the other amount)

is recommended by: Kyle Wilmes 2/7/2020
(Engineer) (Date)

Payment of: \$ 125,897.40
(Line 8 or other - attach explanation of the other amount)

is approved by: Rubel [Signature] 2/11/20
(Owner) (Date)

Approved by: _____ 2/11/20
Funding Agency (if applicable) (Date)

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS
 FROM 10/01/2019 TO 01/31/2020
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2019	Total Debits	Total Credits	Ending Balance 01/31/2020
100	GENERAL FUND	7,459,426.72	16,716,759.50	19,635,961.03	4,540,225.19
160	PLATTE CO LIBRARY SERVICE	60,589.17	50,533.78	28,714.87	82,408.08
189	PERPETUAL CARE	77,395.40	170.82	0.00	77,566.22
200	STREETS/ENGINEERING	714,275.48	1,150,153.24	2,572,891.80	(708,463.08)
205	AIRPORT	854,059.15	227,166.06	164,119.70	917,105.51
210	SALES TAX	7,337,181.39	1,755,046.17	0.00	9,092,227.56
211	1/2 CENT SALES TAX	11,135,922.28	3,066,759.40	7,081,289.71	7,121,391.97
220	COMMUNICATIONS - E911	(113,217.79)	928,815.13	960,910.11	(145,312.77)
221	COMMUNICATIONS - WIRELESS E911	(15,735.42)	52,095.15	104,420.11	(68,060.38)
225	COMMUNICATIONS-EC-911 EQUIPMENT	(4,380.82)	6,216.00	6,216.00	(4,380.82)
240	HOUSING REHAB & LOANS	93,552.44	427,588.19	289,721.27	231,419.36
250	ECONOMIC DEVL REUSE	94,310.41	208.15	92,015.00	2,503.56
260	PROGRESS AND JOBS GROWTH	1,055,940.43	207,922.94	0.00	1,263,863.37
270	KENO	843,741.78	272,627.31	135,400.05	980,969.04
400	DEBT SERVICE FUND	922,524.96	117,007.04	680,912.50	358,619.50
480	COMMUNITY REDEVL AUTH	29,433.13	12,251.12	53,330.73	(11,646.48)
500	UTILITY SERVICE	15,008,150.45	3,612,988.51	6,578,633.61	12,042,505.35
520	WATER	10,020,149.80	1,471,469.21	1,484,169.57	10,007,449.44
530	LOUP DISTRIBUTION	1,213,955.30	1,046,900.62	0.00	2,260,855.92
560	STORMWATER UTILITY	201,606.44	131,381.78	53,920.25	279,067.97
570	SOLID WASTE DIVISION	1,468,085.51	914,605.73	565,885.97	1,816,805.27
600	HEALTH INSURANCE	1,895,624.99	144,341.48	35,767.96	2,004,198.51
700	POLICE PENSION	58,709.23	129.58	0.00	58,838.81
710	FIRE PENSION	40,520.27	89.44	5,484.00	35,125.71
730	LICENSES TO SCHOOLS	4,830.00	8,950.00	4,830.00	8,950.00
750	GERRARD PARK TRUST	139,819.82	3,460.97	0.00	143,280.79
999	PAYROLL CLEARING	7,690.07	2,962,342.41	2,935,381.32	34,651.16
	TOTAL - ALL FUNDS	60,604,160.59	35,287,979.73	43,469,975.56	52,422,164.76

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 02/18/2020 - 02/19/2020
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
45358	AQUA-PURE INC	02/05/2020	02/19/2020	5,149.08	5,149.08	Open	N
45315	AVI SYSTEMS, INC	02/04/2020	02/19/2020	5,539.41	5,539.41	Open	N
45773	COLUMBUS AREA CHAMBER OF	02/04/2020	02/19/2020	8,000.00	8,000.00	Open	N
45156	COLUMBUS FAMILY RESOURCE CTR	01/31/2020	02/19/2020	9,129.00	9,129.00	Open	N
45820	CORE & MAIN LP	02/07/2020	02/19/2020	5,081.68	5,081.68	Open	N
45154	DUNBAR DOUGLAS	01/31/2020	02/19/2020	6,308.00	6,308.00	Open	N
45398	GILMORE & ASSOCIATES	02/05/2020	02/19/2020	9,900.00	9,900.00	Open	N
45739	LOUP POWER DISTRICT E	02/05/2020	02/19/2020	9,683.55	9,683.55	Open	N
45405	PETE LIEN & SONS INC.	01/28/2020	02/19/2020	5,635.60	5,635.60	Open	N
45299	SAPP BROS PETROLEUM INC	01/20/2020	02/19/2020	6,102.96	6,102.96	Open	N
45303	SAPP BROS PETROLEUM INC	01/23/2020	02/19/2020	5,163.56	5,163.56	Open	N

# of Invoices:	11	# Due:	11	Totals:	75,692.84	75,692.84
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					<u>75,692.84</u>	<u>75,692.84</u>

--- TOTALS BY FUND ---

100 - GENERAL FUND	28,976.41	28,976.41
200 - STREETS/ENGINEERING	16,002.96	16,002.96
500 - UTILITY SERVICE	15,319.15	15,319.15
520 - WATER	10,230.76	10,230.76
570 - SOLID WASTE DIVISION	5,163.56	5,163.56

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	13,539.41	13,539.41
103 - COLUMBUS COMMUNITY CENTER	9,129.00	9,129.00
155 - VAN BERG GOLF	2,082.00	2,082.00
156 - QUAIL RUN GOLF	4,226.00	4,226.00
200 - STREETS	16,002.96	16,002.96
501 - WASTEWATER TREATMENT FAC	15,319.15	15,319.15
520 - WATER	10,230.76	10,230.76
570 - TRANSFER STATION	5,163.56	5,163.56

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02057	A TO Z MESSAGING				
02/19/2020	INVOICE	10761	ANSWERING SERVICE	105.00	
			Total:	105.00	
			Net of 1 Invoices / 0 Checks	105.00	
00116	ACE HARDWARE & GARDEN CNT				
02/19/2020	INVOICE	166492/5	SUPPLIES	40.58	
02/19/2020	INVOICE	166494/5	SUPPLIES	7.62	
02/19/2020	INVOICE	166469/5	NOZZLE	5.94	
02/19/2020	INVOICE	166449/5	PROPANE	35.51	
02/19/2020	INVOICE	166482/5	CAP AND NIPPLE	3.98	
02/19/2020	INVOICE	166412/5	WALL MOUNT HOSE HANGAR	14.99	
02/19/2020	INVOICE	166411/8	PROPANE	117.31	
02/19/2020	INVOICE	166354/5	STIHL CHAIN LINK	36.99	
02/19/2020	INVOICE	166364/5	SURGE PROTECTOR	15.99	
02/19/2020	INVOICE	166375/5	SUPPLIES	36.59	
02/19/2020	INVOICE	166403/5	CAR WASH/DUCT TAPE	29.96	
02/19/2020	INVOICE	166408/5	CARWAX, COMPOUND RUB	19.97	
02/19/2020	INVOICE	166414/5	SUPPLIES	83.79	
02/19/2020	INVOICE	166512/5	DUCT TAPE	5.99	
02/19/2020	INVOICE	166514/5	PROPANE	87.78	
02/19/2020	INVOICE	166538/5	GARDEN HOE	21.99	
02/19/2020	INVOICE	166545/5	SUPPLIES	9.84	
02/19/2020	INVOICE	166556/5	SPROCKET, CHAINS	122.94	
02/19/2020	INVOICE	166547/5	SUPPLIES	1.94	
02/19/2020	INVOICE	166602/5	CLAMP	19.12	
02/19/2020	INVOICE	166601/5	PROPANE	116.51	
02/19/2020	INVOICE	166634/5	SUPPLIES	1.99	
			Total:	837.32	
			Net of 22 Invoices / 0 Checks	837.32	
03104	ACE SANITATION SERVICE				
02/19/2020	INVOICE	4932	JANUARY SERVICE	39.00	
02/19/2020	INVOICE	4931	JANUARY SERVICE	39.00	
02/19/2020	INVOICE	4933	JANUARY SERVICE	39.00	
			Total:	117.00	
			Net of 3 Invoices / 0 Checks	117.00	
00180	ADVANCE AUTO PARTS				
02/19/2020	INVOICE	5606003483307	TIE ROD	118.39	
02/19/2020	INVOICE	5606003147223	OIL SEAL	50.39	
02/19/2020	INVOICE	5606003183279	TIE ROD	127.27	
02/19/2020	INVOICE	5606003583327	CREDIT TIE ROD	(127.27)	
02/19/2020	INVOICE	5606002883197	TEST TRANS/OIL	119.69	
02/19/2020	INVOICE	5606002283074	STARTER SOLENOID FOR #54	37.71	
02/19/2020	INVOICE	5606002960426	GREASE-CRIMSON 14.1 OZ	45.90	
02/19/2020	INVOICE	5606003783423	FILTERS, LUBE, FUEL-WATER SEPARATOR	115.27	
02/19/2020	INVOICE	5606003783424	FUEL FILTER	11.90	
02/19/2020	INVOICE	5606001551101	BALL AND BALL MOUNT/PIN	40.34	
02/19/2020	INVOICE	5606003160456	ICE REMOVER JUG	16.98	
02/19/2020	INVOICE	5606001460223	OIL/FILTER	50.90	
			Total:	607.47	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 12 Invoices / 0 Checks	607.47	
02304	ALPHAMEDIA USA LLC				
02/19/2020	INVOICE	CC-KL-1200125849	1/17/20 KLIR ADVERTISING	320.00	
02/19/2020	INVOICE	020320AQ	JANUARY ADVERTISING	1,675.00	
			Total:	1,995.00	
			Net of 2 Invoices / 0 Checks	1,995.00	
00501	AMAZON				
02/19/2020	INVOICE	446336477883	SUPPLIES	12.06	
02/19/2020	INVOICE	434597986549	TONER CARTRIDGE	168.00	
02/19/2020	INVOICE	454437945558	MOVIE-JUDY	5.99	
02/19/2020	INVOICE	856367756883	TONER	169.00	
02/19/2020	INVOICE	963648668548	HP LASERJET PRO M404DN MONOCHROME	218.90	
02/19/2020	INVOICE	444659438649	REPLACEMENT BATTERY CARTRIDGE	91.54	
02/19/2020	INVOICE	458494367437	REPLACEMENT BATTERY CARTRIDGE	91.54	
02/19/2020	INVOICE	444777868944	XEROX TRANSFER UNIT KIT	219.45	
02/19/2020	INVOICE	439457395683	TONER CARTRIDGES	398.98	
02/19/2020	INVOICE	467463879834	TONER CARTRIDGES	495.87	
02/19/2020	INVOICE	447443735377	CM 5-PK SNAGLESS/PANDUIT 1-GANG 4-PORT	33.97	
02/19/2020	INVOICE	565899659857	XEROX HIGH CAPACITY CYAN	183.39	
02/19/2020	INVOICE	435489939689	XEROX HIGH CAPACITY MAGENTA	190.10	
02/19/2020	INVOICE	763593875378	ZEROX IMAGING DRUM UNIT	191.54	
02/19/2020	INVOICE	453443849375	XEROX FUSER ASSEMBLY	196.73	
02/19/2020	INVOICE	748643483989	CABLE SUPPLIES	173.91	
02/19/2020	INVOICE	456798798649	CABLE SUPPLIE/DYMO LABELS	430.14	
02/19/2020	INVOICE	893576664888	CABLELERA NORTH AMERICAN POWER	19.47	
02/19/2020	INVOICE	989496776646	XEROX BLACK EXTRA HIGH CAPACITY	159.00	
02/19/2020	INVOICE	537858539659	XEROX TRANSER UNIT KIT	219.45	
02/19/2020	INVOICE	437933887394	JP LASERJET PRO M281FDW ALL IN ONE	562.06	
02/19/2020	INVOICE	856473959439	UPS BATTERY REPLACEMENT	139.99	
02/19/2020	INVOICE	733439533876	XEROX HIGH CAPACITY MAGENTA	317.96	
02/19/2020	INVOICE	599679685689	XEROX TONER	479.00	
02/19/2020	INVOICE	757986684479	CABLE MATTERS 5-PK SNAGLESS	43.96	
02/19/2020	INVOICE	445999886536	LINEAR 308911X5 5-PK 3089	60.07	
02/19/2020	INVOICE	543793393338	HP BLACK INK CARTRIDGE	119.67	
02/19/2020	INVOICE	636786588574	MATERIALS	262.06	
02/19/2020	INVOICE	666647599939	6-OUTLET SURGE PROTECTOR	25.99	
02/19/2020	INVOICE	439565863858	MATERIALS	187.62	
02/19/2020	INVOICE	586883839586	SUPPLIES	49.91	
02/19/2020	INVOICE	433997539496	SUPPLIES	14.99	
02/19/2020	INVOICE	438838358587	MATERIALS	15.17	
02/19/2020	INVOICE	755556985633	GOSPORTS OFFICIAL REGULATION	17.90	
02/19/2020	INVOICE	679893445678	MATERIALS/NINTENDO SWITCH CASE	262.74	
02/19/2020	INVOICE	473889736878	MATERIALS	18.99	
02/19/2020	INVOICE	44643899958	BATTERIES, OFFICEMATE MAGNET PLUS	54.45	
02/19/2020	INVOICE	935354945556	MATERIALS	143.72	
02/19/2020	INVOICE	687443445394	NINTENDO SWITCH	299.00	
02/19/2020	INVOICE	967857739648	ANIME SUPPLIES	17.98	
02/19/2020	INVOICE	463886498596	SUPPLIES	79.50	
02/19/2020	INVOICE	848489997577	KENSINGTON SECUREBACK ENCLOSURES	196.64	
02/19/2020	INVOICE	447649548454	DIRANCE 7 COLOR CHANGE LOVELY	13.86	
02/19/2020	INVOICE	846598365689	MATERIALS	261.71	
02/19/2020	INVOICE	738868998787	SUPPLIES	28.10	
02/19/2020	INVOICE	445448398795	WALL FILES	77.95	
02/19/2020	INVOICE	479557983835	SHARK WALL DECOR	29.98	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2020	INVOICE	653756877757	PAPER TOWELS	26.96	
02/19/2020	INVOICE	887477736576	RUBBERMAID PRODUCTS	54.96	
02/19/2020	INVOICE	467483799486	FLAG/SUPPLIES	71.59	
02/19/2020	INVOICE	983636635848	SUPPLIES	21.64	
02/19/2020	INVOICE	585365489795	SUPPLIES	21.60	
02/19/2020	INVOICE	589673535874	SUPPLIES AND ZYWIEC QM	54.82	
02/19/2020	INVOICE	454835773688	PAPER TOWELS, TOILET TISSUE	104.14	
02/19/2020	INVOICE	845466346858	SUPPLIES	132.68	
02/19/2020	INVOICE	766433856653	SUPPLIES	20.54	
02/19/2020	INVOICE	447748646397	SUPPLIES	280.59	
02/19/2020	INVOICE	686865953684	FILE FOLDER LABELS	25.09	
02/19/2020	INVOICE	466593656635	TRASH BAGS	38.64	
02/19/2020	INVOICE	658987656684	AMERICAN FLAG	48.00	
Total:				8,351.25	
Net of 60 Invoices / 0 Checks				8,351.25	
01189	AMERICAN RED CROSS				
02/19/2020	INVOICE	22252953	LTS FACILITY FEE 76-500 WITH RC LG	300.00	
Total:				300.00	
Net of 1 Invoices / 0 Checks				300.00	
00587	AQUA-PURE INC				
02/19/2020	INVOICE	COLNE 2002	MONTHLY SERVICE CONTRACT-JANUARY	5,149.08	
Total:				5,149.08	
Net of 1 Invoices / 0 Checks				5,149.08	
10336	ARAPAHOE LIBRARY DISTRICT				
02/19/2020	INVOICE	1-0277	IL# 199520070	9.17	
Total:				9.17	
Net of 1 Invoices / 0 Checks				9.17	
00976	AVI SYSTEMS, INC				
02/19/2020	INVOICE	88666818	COUNCIL CHAMBERS PROJECT	5,539.41	
Total:				5,539.41	
Net of 1 Invoices / 0 Checks				5,539.41	
03119	B-D CONSTRUCTION INC				
02/19/2020	INVOICE	18	NEW FIRE STATION	238,270.70	
Total:				238,270.70	
Net of 1 Invoices / 0 Checks				238,270.70	
03124	BEARD-WARREN HEATING &				
02/19/2020	INVOICE	070000	BOILER PUMP-CITY HALL	727.25	
Total:				727.25	
Net of 1 Invoices / 0 Checks				727.25	
00461	BEHLEN TOWING LLC				
02/19/2020	INVOICE	18696	TOWING SERVICE	135.00	
02/19/2020	INVOICE	22985	TOWING SERVICE	90.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2020	INVOICE	24084	TOWING SERVICE	90.00	
02/19/2020	INVOICE	24089	TOWING SERVICE	90.00	
02/19/2020	INVOICE	22995	TOWING SERVICE	90.00	
02/19/2020	INVOICE	22996	TOWING SERVICE	90.00	
02/19/2020	INVOICE	25250	TOWING SERVICE	90.00	
02/19/2020	INVOICE	24204	TOWING SERVICE	90.00	
02/19/2020	INVOICE	25260	TOWING SERVICE	90.00	
02/19/2020	INVOICE	25264	TOWING SERVICE	90.00	
Total:				945.00	
Net of 10 Invoices / 0 Checks				945.00	
03126	BIG RED PRINTING				
02/19/2020	INVOICE	20114	SYBRANT BUSINESS CARDS	47.45	
02/19/2020	INVOICE	20115	HARLOW BUSINESS CARDS	47.45	
Total:				94.90	
Net of 2 Invoices / 0 Checks				94.90	
00207	BISSELL HOSE COMPANY				
02/19/2020	INVOICE	012020VFD	JANUARY HOOKS/BISSELL PRACTICE	353.52	
Total:				353.52	
Net of 1 Invoices / 0 Checks				353.52	
03256	BLACK HILLS ENERGY				
02/19/2020	INVOICE	6007 1329 48 FEB	NATURAL GAS	3,332.95	
02/19/2020	INVOICE	8429 6210 02 FEB	NATURAL GAS	898.31	
02/19/2020	INVOICE	6310 3990 85 FEB	NATURAL GAS	729.12	
02/19/2020	INVOICE	7063 3714 32 FEB	NATURAL GAS	548.06	
02/19/2020	INVOICE	8532 8864 75 FEB	NATURAL GAS	392.98	
02/19/2020	INVOICE	5156 7873 42 FEB	NATURAL GAS	268.59	
02/19/2020	INVOICE	1450 5796 12 FEB	NATURAL GAS	207.62	
02/19/2020	INVOICE	7226 0844 98 FEB	NATURAL GAS	197.97	
02/19/2020	INVOICE	5431 5180 01 FEB	NATURAL GAS	137.04	
02/19/2020	INVOICE	7504 0422 35 FEB	NATURAL GAS	116.86	
02/19/2020	INVOICE	5915 3548 20 FEB	NATURAL GAS	103.07	
02/19/2020	INVOICE	0778 7198 98 FEB	NATURAL GAS	94.48	
02/19/2020	INVOICE	3224 1153 18 FEB	NATURAL GAS	87.32	
02/19/2020	INVOICE	1164 9983 32 FEB	NATURAL GAS	83.42	
02/19/2020	INVOICE	5317 1214 84 FEB	NATURAL GAS	71.11	
02/19/2020	INVOICE	5048 9157 09 FEB	NATURAL GAS	65.14	
02/19/2020	INVOICE	4086 6115 74 FEB	NATURAL GAS	49.72	
02/19/2020	INVOICE	5389 9420 89 FEB	NATURAL GAS	48.49	
02/19/2020	INVOICE	2278 6168 20 FEB	NATURAL GAS	42.98	
02/19/2020	INVOICE	9767 8260 47 FEB	NATURAL GAS	33.79	
02/19/2020	INVOICE	6942 7542 63 FEB	NATURAL GAS	29.68	
02/19/2020	INVOICE	3343 6679 78 FEB	NATURAL GAS	29.50	
02/19/2020	INVOICE	0815 1921 72 FEB	NATURAL GAS	21.54	
02/19/2020	INVOICE	4665 9615 35 FEB	NATURAL GAS	25.21	
02/19/2020	INVOICE	9374 2782 77 FEB	NATURAL GAS	24.25	
Total:				7,639.20	
Net of 25 Invoices / 0 Checks				7,639.20	
01147	BLACKSTRAP INC				
02/19/2020	INVOICE	00029434-0	ROAD SALT	1,676.40	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2020	INVOICE	00029435-0	ROAD SALT	1,708.16	
02/19/2020	INVOICE	00029264-0	ROAD SALT	1,652.59	
02/19/2020	INVOICE	00029482-0	ROAD SALT	1,651.00	
Total:				6,688.15	
Net of 4 Invoices / 0 Checks				6,688.15	
00240	BOUND TREE MEDICAL LLC				
02/19/2020	INVOICE	83488131	LIMITED USE SOFT STRETCHER	337.35	
02/19/2020	INVOICE	83500423	ENDOTRACHEAL TUBES, RESUSCITATOR	178.32	
Total:				515.67	
Net of 2 Invoices / 0 Checks				515.67	
10337	BRINKMAN, VICTORIA				
02/19/2020	INVOICE	1	ESSENTIALS OILS DEMONSTRATION	50.00	
Total:				50.00	
Net of 1 Invoices / 0 Checks				50.00	
03137	CENTRAL PARTS & MACHINE				
02/19/2020	INVOICE	2775 001-396014	OIL FILTER/EXMARK POWER	7.14	
02/19/2020	INVOICE	2725 001-395741	ANC C18UB CONTOUR	28.88	
02/19/2020	INVOICE	2875 001-395660	OIL PRESSURE GAUGE	100.64	
02/19/2020	INVOICE	2775 001-395688	MOTOR ASSEMBLY LUBE	7.49	
02/19/2020	INVOICE	2775 001-396315	FILTER	20.35	
02/19/2020	INVOICE	2827 001-394717	FILTERS	88.22	
02/19/2020	INVOICE	2825 001-396419	PARTS	4.49	
Total:				257.21	
Net of 7 Invoices / 0 Checks				257.21	
01148	CENTURY LINK				
02/19/2020	INVOICE	402 D33-0443 046	FEBRUARY SERVICE	994.63	
Total:				994.63	
Net of 1 Invoices / 0 Checks				994.63	
00567	CITY OF COLUMBUS				
02/19/2020	INVOICE	300-57934-00 FEB	WATER AND SEWER	245.24	
02/19/2020	INVOICE	300-57933-00 FEB	WATER AND SEWER	60.81	
02/19/2020	INVOICE	100-13650-01 FEB	WATER AND SEWER	428.24	
02/19/2020	INVOICE	200-21805-00 FEB	WATER AND SEWER	127.11	
02/19/2020	INVOICE	200-21980-02 FEB	WATER AND SEWER	120.75	
02/19/2020	INVOICE	200-21981-00 FEB	WATER AND SEWER	161.77	
02/19/2020	INVOICE	200-37998-00 FEB	WATER AND SEWER	253.17	
02/19/2020	INVOICE	200-39560-01 FEB	WATER AND SEWER	26.65	
02/19/2020	INVOICE	200-39615-01 FEB	WATER AND SEWER	100.84	
02/19/2020	INVOICE	200-41055-00 FEB	WATER AND SEWER	24.90	
02/19/2020	INVOICE	300-44985-02 FEB	WATER AND SEWER	24.31	
02/19/2020	INVOICE	300-44986-00 FEB	WATER AND SEWER	85.59	
02/19/2020	INVOICE	300-44995-00	WATER AND SEWER	96.14	
02/19/2020	INVOICE	300-45761-00 FEB	WATER AND SEWER	26.33	
02/19/2020	INVOICE	300-54059-00 FEB	WATER AND SEWER	97.31	
02/19/2020	INVOICE	300-57935-00	WATER AND SEWER	3,004.71	
02/19/2020	INVOICE	300-57936-00 FEB	WATER AND SEWER	103.17	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2020	INVOICE	300-57937-00 FEB	WATER AND SEWER	186.23	
02/19/2020	INVOICE	300-57938-00 FEB	WATER AND SEWER	128.79	
02/19/2020	INVOICE	200-44032-00 FEB	WATER AND SEWER	85.59	
02/19/2020	INVOICE	300-45762-00 FEB	WATER AND SEWER	30.43	
02/19/2020	INVOICE	300-47518-00 FEB	WATER AND SEWER	435.10	
02/19/2020	INVOICE	300-62105-00 FEB	WATER AND SEWER	30.17	
02/19/2020	INVOICE	300-62155-00 FEB	WATER AND SEWER	510.69	
Total:				6,394.04	
Net of 24 Invoices / 0 Checks				6,394.04	
00262	CLUB PROPHET SYSTEMS				
02/19/2020	INVOICE	402002011871	MONTHLY TEE SHEET	90.00	
Total:				90.00	
Net of 1 Invoices / 0 Checks				90.00	
02542	CNC REPAIR LLC				
02/19/2020	INVOICE	3172	OIL CHANGE #189	49.49	
02/19/2020	INVOICE	3173	OIL CHANGE #178	39.00	
02/19/2020	INVOICE	3174	OIL CHANGE #160	49.49	
02/19/2020	INVOICE	3196	BRAKES #189	333.08	
02/19/2020	INVOICE	3201	BRAKES #178	486.62	
02/19/2020	INVOICE	3230	OIL CHANGE - 2008 GMC ENVOY	69.75	
02/19/2020	INVOICE	3232	OIL CHANGE, OXYGEN SENSOR #188	266.06	
02/19/2020	INVOICE	3236	OIL CHANGE #189	39.00	
02/19/2020	INVOICE	3248	OIL CHANGE #193	47.20	
02/19/2020	INVOICE	3249	OIL CHANGE #194	47.20	
Total:				1,426.89	
Net of 10 Invoices / 0 Checks				1,426.89	
02630	COLUMBIA ELECTRIC MOTORS				
02/19/2020	INVOICE	3498	FLOWRIDER INSPECTION	1,498.84	
Total:				1,498.84	
Net of 1 Invoices / 0 Checks				1,498.84	
03140	COLUMBUS AREA CHAMBER OF				
02/19/2020	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,500.00	
02/19/2020	INVOICE	34218	2020 WORKFORCE DRIVE FOR FIVE SUPPORT	2,000.00	
02/19/2020	INVOICE	34201	2020 ASSISTANCE PAYMENT	8,000.00	
Total:				11,500.00	
Net of 3 Invoices / 0 Checks				11,500.00	
01638	COLUMBUS FAMILY RESOURCE CTR				
02/19/2020	INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	9,129.00	
Total:				9,129.00	
Net of 1 Invoices / 0 Checks				9,129.00	
03139	COLUMBUS PLUMBING COMPANY				
02/19/2020	INVOICE	0005887	PARTS	11.29	
Total:				11.29	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	11.29	
03144 02/19/2020	COLUMBUS TELEGRAM INVOICE	118-60003415 JAN	JANUARY PUBLICATIONS/JOB POSTINGS	3,214.00	
			Total:	3,214.00	
			Net of 1 Invoices / 0 Checks	3,214.00	
03143 02/19/2020	COLUMBUS TIRE & SERVICE INVOICE	1-8341	GOODYEAR TRAILRUNNER TIRE AND MOUNT	162.36	
02/19/2020	INVOICE	1-8493	2 EAGLE ENFORCER TIRES AND MOUNT	358.50	
02/19/2020	INVOICE	1-8481	EAGLE ENFORCER TIRE AND MOUNT	193.25	
02/19/2020	INVOICE	1-8195	TIRE AND MOUNT2003 CHEVY 7500	510.30	
			Total:	1,224.41	
			Net of 4 Invoices / 0 Checks	1,224.41	
03145 02/19/2020	COMMUNITY INTERNET INVOICE	SSFIRE	INTERNET SERVICE	15.00	
02/19/2020	INVOICE	COLU2	INTERNET SERVICE	15.00	
02/19/2020	INVOICE	COLU1	INTERNET SERVICE	15.00	
			Total:	45.00	
			Net of 3 Invoices / 0 Checks	45.00	
02718 02/19/2020	CORE & MAIN LP INVOICE	L808543	SUPPLIES	249.90	
02/19/2020	INVOICE	L873257	S/POINT M2 WIRED SP HR & LD W/ HRLY READ ANI	13,527.00	
02/19/2020	INVOICE	L890408	SUPPLIES	5,081.68	
			Total:	18,858.58	
			Net of 3 Invoices / 0 Checks	18,858.58	
03147 02/19/2020	CORNHUSKER PUBLIC POWER DIST INVOICE	415030009 FEB	ELECTRICITY	155.65	
02/19/2020	INVOICE	415030007 FEB	ELECTRICITY	254.70	
02/19/2020	INVOICE	415030006 FEB	ELECTRICITY	183.95	
02/19/2020	INVOICE	415030005 FEB	ELECTRICITY	43.67	
02/19/2020	INVOICE	415030001 FEB	ELECTRICITY	108.15	
02/19/2020	INVOICE	415030008 FEB	ELECTRICITY	169.58	
			Total:	915.70	
			Net of 6 Invoices / 0 Checks	915.70	
10339 02/19/2020	COUNTRY LANE GARDENS INVOICE	143	FLOWER BASKETS	162.93	
			Total:	162.93	
			Net of 1 Invoices / 0 Checks	162.93	
MISC 02/19/2020	CRABB JIM INVOICE	02/07/2020	UB refund for account: 400-79680-00	33.45	
			Total:	33.45	
			Net of 1 Invoices / 0 Checks	33.45	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03149	CULLIGAN OF COLUMBUS				
02/19/2020	INVOICE	239830	REVERSE OSMOSIS RENTAL	60.00	
02/19/2020	INVOICE	239819	COOLER RENTAL	35.00	
02/19/2020	INVOICE	239787	COOLER RENTAL	30.00	
02/19/2020	INVOICE	239766	SOFT WATER PLAN	45.00	
02/19/2020	INVOICE	239732	COOLER RENTAL	13.70	
02/19/2020	INVOICE	239535	WATER	33.95	
02/19/2020	INVOICE	239634	BOTTLED WATER	26.20	
Total:				243.85	
Net of 7 Invoices / 0 Checks				243.85	
00270	DANKO EMERGENCY EQUIPMENT				
02/19/2020	INVOICE	108216	PGI BARRIER GOLD, COMPLETE PARTICULATE HOOD	1,015.13	
Total:				1,015.13	
Net of 1 Invoices / 0 Checks				1,015.13	
03065	DOWNEY DRILLING				
02/19/2020	INVOICE	19-1269	SALES TAX DUE ON INVOICE	140.92	
Total:				140.92	
Net of 1 Invoices / 0 Checks				140.92	
00374	DUNBAR DOUGLAS				
02/19/2020	INVOICE	305	SUPPLIES AND ADVERTISING	532.25	
02/19/2020	INVOICE	013120GOLF	CONTRACT	6,308.00	
02/19/2020	INVOICE	013120GOLF	COMMISSIONS	348.73	
02/19/2020	INVOICE	013120GOLF	CREDIT CARD FEES	401.71	
Total:				7,590.69	
Net of 4 Invoices / 0 Checks				7,590.69	
03158	EAKES OFFICE SOLUTIONS				
02/19/2020	INVOICE	INV185892	COPIER CONTRACT	246.11	
02/19/2020	INVOICE	INV185644	COPIER CONTRACT	1,188.87	
02/19/2020	INVOICE	7960017-0	PAPER	13.49	
Total:				1,448.47	
Net of 3 Invoices / 0 Checks				1,448.47	
03161	ELECTRICAL ENGINEERING &				
02/19/2020	INVOICE	6700326-00	LED BULBS, CEILING FAN	126.02	
Total:				126.02	
Net of 1 Invoices / 0 Checks				126.02	
03163	ENTERPRISE ELECTRIC COLUMBUS				
02/19/2020	INVOICE	1145-520709	REFLECTOR	21.40	
Total:				21.40	
Net of 1 Invoices / 0 Checks				21.40	
02690	ENVIRONMENTAL EXPRESS INC.				
02/19/2020	INVOICE	1000589637	SUPPLIES	652.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	652.99	
			Net of 1 Invoices / 0 Checks	652.99	
00939	ERIKSEN CONSTRUCTION CO INC				
02/19/2020	INVOICE	16	WWTF PHASE 4	177,957.76	
			Total:	177,957.76	
			Net of 1 Invoices / 0 Checks	177,957.76	
03070	FBG SERVICE CORPORATION				
02/19/2020	INVOICE	867213	FEBRUARY CLEANING-CITY HALL	1,442.00	
02/19/2020	INVOICE	867214	FEBRUARY CLEANING-POLICE DEPT	1,651.00	
02/19/2020	INVOICE	866780	JANUARY CLEANING SERVICE	1,595.00	
02/19/2020	INVOICE	867238	SUPPLIES	25.46	
02/19/2020	INVOICE	867237	SUPPLIES	212.87	
			Total:	4,926.33	
			Net of 5 Invoices / 0 Checks	4,926.33	
03166	FEDEX				
02/19/2020	INVOICE	6-913-22736	SHIPPING/PAVERS INC.	11.97	
			Total:	11.97	
			Net of 1 Invoices / 0 Checks	11.97	
00242	FIRST NATIONAL BANK OMAHA				
02/19/2020	INVOICE	1COLLNW	CDW-G - PANDUIT SURFACE MOUNT BOX	8.67	
02/19/2020	INVOICE	100010065	SUPER MICRO COMPUTER INC - RAIL ADAPTER SET:	27.05	
02/19/2020	INVOICE	TBN1555	CREDIT RETURN-2 PATCHRUNNER SINGLE SIDED RA	(1,201.06)	
02/19/2020	INVOICE	8471W	BLAUER UNIFORMS/PETERS	151.98	
02/19/2020	INVOICE	771095	UPS STORE/PETERS	12.48	
02/19/2020	INVOICE	1183	POAN HANDBOOK-ALEXANDER	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-LOONTJER	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-LEVANDER	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-BLACK	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-URKOSKI	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-MOORE	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-JOHNSON	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-UHL	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-SEALOCK	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-PETERS	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-HOFFMAN	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-HEESACKER	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-HEUSKINVELT	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-PENSICK	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-HEFTI	18.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-CASE	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-WANGLER	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-ZYWIEC	9.00	
02/19/2020	INVOICE	1183	POAN HANDBOOK-VELASQUEZ	9.00	
02/19/2020	INVOICE	756105	UNITED WAREHOUSE REFUND RETURN-HUNKE QM	(89.98)	
02/19/2020	INVOICE	WLN3983	CDW-G PANDUIT FACEPLATE LABEL COVER W/ LABE:	15.43	
02/19/2020	INVOICE	8520907	PROVANTAGE-HORIZONTAL CABLE MANAGER-FRONT	205.34	
02/19/2020	INVOICE	8515386	PROVANTAGE-RACK/TOWER	2,583.00	
02/19/2020	INVOICE	8516937	PROVANTAGE-4-POST RACK/PATCHRUNNER	2,556.00	
02/19/2020	INVOICE	8521138	PROVANTAGE-PATCHRUNNER 6IN WIDTH	1,016.00	
02/19/2020	INVOICE	010820CITYADM	ASSOC OF CHILDREN'S MUSEUMS MEMBERSHIP	400.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2020	INVOICE	011220	FACEBOOK-PROMOTIONAL EXPENSE	25.00	
02/19/2020	INVOICE	020420LIBR	ILL POSTAGE	126.72	
02/19/2020	INVOICE	012920 LIBR	ILL POSTAGE/PROHASKA CC	197.57	
02/19/2020	INVOICE	3DU-23389	3D UNIVERSE-FILAMENT	173.44	
02/19/2020	INVOICE	1463540	US CUTTER-VINYL	182.52	
02/19/2020	INVOICE	1464221	US CUTTER-SWING ARM HEAT PRESS	179.99	
02/19/2020	INVOICE	233515	BETTER CONTAINERS MFG-16/18 BAGS	825.74	
02/19/2020	INVOICE	012420LIBR	CONSTANT CONTACT	66.50	
02/19/2020	INVOICE	INV-0720	INAGE 3D-ASSEMBLED PRINTER	1,280.50	
02/19/2020	INVOICE	021020VRBO	VRBO RESERVATION-AUSTIN TX CONFERENCE	986.70	
02/19/2020	INVOICE	020120LIBR	EVOLLVE INC-OZOBOT SUPPLIES	1,200.00	
02/19/2020	INVOICE	020120FIRE	PERKINS RESTAURANT	17.14	
02/19/2020	INVOICE	013020FIRE	GULF OIL-FUEL	33.55	
02/19/2020	INVOICE	012920FIRE	TYPHOON WASH	9.00	
02/19/2020	INVOICE	012920FIRE	APPLEBEES-MEAL EXP	13.69	
02/19/2020	INVOICE	012520FIRE	CASEY'S GENERAL STORE-FOOD AFTER FIRE	40.63	
02/19/2020	INVOICE	3771	KFC-MEAL EXP	8.77	
02/19/2020	INVOICE	012920FIRE	HYVEE GAS - RE: NEMA MEETING IN NORTH PLATT	16.47	
02/19/2020	INVOICE	010820STR	CASEY'S GENERAL STORE FUEL	61.45	
02/19/2020	INVOICE	01092PARK	FAST MART-FUEL FOR NEW TRUCK	47.10	
02/19/2020	INVOICE	010920COMDEV	FAST MART-FUEL NEW TRUCK	17.60	
02/19/2020	INVOICE	010920ENG	FAST MART-FUEL NEW TRUCK	32.08	
02/19/2020	INVOICE	010920WATER	FAST MART-FUEL NEW TRUCK	43.45	
02/19/2020	INVOICE	010920WW COLL	FAST MART-FUEL NEW TRUCK	43.91	
02/19/2020	INVOICE	011620WW	MISTY'S MEAL EXP SLIVA/BORCHERS	45.95	
02/19/2020	INVOICE	011720	PARKNGO-PARKING EXPENSE	23.75	
02/19/2020	INVOICE	3008-048	PARK N GO	8.75	
02/19/2020	INVOICE	2686-381	PARK N GO	11.25	
02/19/2020	INVOICE	012220ENG	CHICK-FIL-A MEAL EXP	9.79	
02/19/2020	INVOICE	013120AQ	AUTHORIZE.NET	30.20	
02/19/2020	INVOICE	840-56800756-4-323	USPS-MAIL 1095'S	15.10	
02/19/2020	INVOICE	8CVPT-P5A36-OK4	VISTAPRINT-BUSINESS CARDS	77.49	
02/19/2020	INVOICE	1875599TCF	YAYA E FAVORMART-TABLECLOTHS FACTORY	216.46	
02/19/2020	INVOICE	138644	FBI NATIONAL ACADEMY-SHERER DUES	125.00	
02/19/2020	INVOICE	137826	FBI NATIONAL ACADEMY-MOLCZYK DUES	125.00	
02/19/2020	INVOICE	0-0000008842	AXON - TASER CARTRIDGES	3,750.00	
02/19/2020	INVOICE	93613177	BUNN-O-MATIC	66.02	
02/19/2020	INVOICE	020520JCC	AMAZON CHARGES MADE BY PAM ZYBRANT	261.52	
Total:				16,260.71	
Net of 69 Invoices / 0 Checks				16,260.71	
02559	FRED PRYOR SEMINARS				
02/19/2020	INVOICE	030620SUPR	TRANSITION TO SUPERVISOR-GERNSTEIN, BORCHER	447.00	
Total:				447.00	
Net of 1 Invoices / 0 Checks				447.00	
00169	FRONTIER				
02/19/2020	INVOICE	308-188-0206-05239	E911 PHONE CHARGES	208.06	
02/19/2020	INVOICE	402-564-0717-09061	ELEVATOR PHONE 1/30-2/29/20	54.14	
02/19/2020	INVOICE	308-188-0175-09127	PHONE CHARGES	3,219.41	
Total:				3,481.61	
Net of 3 Invoices / 0 Checks				3,481.61	
03172	GALLS LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2020	INVOICE	014848176	FIRST DEFENSE CLASSIC MK-3 STREAM, 1	389.55	
02/19/2020	INVOICE	15110348	WOMEN'S STRYKE PANTS-PENSICK	85.94	
02/19/2020	INVOICE	014806789	TOURNIQUET, RIGID TD CASE	102.94	
Total:				578.43	
Net of 3 Invoices / 0 Checks				578.43	
03174	GEHRING CONSTRUCTION &				
02/19/2020	INVOICE	44778	CRUSHED CONCRETE	742.83	
Total:				742.83	
Net of 1 Invoices / 0 Checks				742.83	
00053	GILMORE & ASSOCIATES				
02/19/2020	INVOICE	37400	LIFT STATION #10 REPLACEMENT	11,900.00	
02/19/2020	INVOICE	37407	W 23ST & 48AVE TOPOGRAPHIC SURVEY	9,900.00	
Total:				21,800.00	
Net of 2 Invoices / 0 Checks				21,800.00	
00056	GODFATHER'S PIZZA				
02/19/2020	INVOICE	5226	DARE PROGRAM-ST ISIDORES	94.75	
Total:				94.75	
Net of 1 Invoices / 0 Checks				94.75	
02075	GREAT PLAINS COMMUNICATIONS				
02/19/2020	INVOICE	996-426-0026 FEB	INTERNET SERVICE 2/1 - 2/29/20	310.00	
Total:				310.00	
Net of 1 Invoices / 0 Checks				310.00	
03185	HDR ENGINEERING INC				
02/19/2020	INVOICE	1200244868	NORTH SANITARY SEWER COLLECTION SYSTEM STUD'	3,077.32	
02/19/2020	INVOICE	1200245347	WWTF PHASE 4	55,734.90	
Total:				58,812.22	
Net of 2 Invoices / 0 Checks				58,812.22	
01424	HEARTLAND NATURAL GAS LLC				
02/19/2020	INVOICE	72300	NATURAL GAS	73.22	
02/19/2020	INVOICE	72213	NATURAL GAS	1,763.44	
02/19/2020	INVOICE	72214	NATURAL GAS	1,920.35	
02/19/2020	INVOICE	72212	NATURAL GAS	146.40	
02/19/2020	INVOICE	72217	NATURAL GAS	934.62	
02/19/2020	INVOICE	72232	NATURAL GAS	0.37	
02/19/2020	INVOICE	72233	NATURAL GAS	53.28	
02/19/2020	INVOICE	72231	NATURAL GAS	206.57	
02/19/2020	INVOICE	72230	NATURAL GAS	118.52	
02/19/2020	INVOICE	72223	NATURAL GAS	331.60	
02/19/2020	INVOICE	72218	NATURAL GAS	157.28	
02/19/2020	INVOICE	72222	NATURAL GAS	1,255.35	
02/19/2020	INVOICE	72220	NATURAL GAS	659.94	
02/19/2020	INVOICE	72221	NATURAL GAS	7.98	
02/19/2020	INVOICE	72219	NATURAL GAS	1,555.06	
02/19/2020	INVOICE	72211	NATURAL GAS	439.58	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2020	INVOICE	72210	NATURAL GAS	131.20	
			Total:	9,754.76	
			Net of 17 Invoices / 0 Checks	9,754.76	
01724	HOBBY LOBBY				
02/19/2020	INVOICE	90210956	PROGRAM SUPPLIES	22.56	
02/19/2020	INVOICE	90324917	STORY ART SUPPLIES	35.82	
			Total:	58.38	
			Net of 2 Invoices / 0 Checks	58.38	
00900	HOLIDAY INN EXPRESS KEARNEY				
02/19/2020	INVOICE	FOLIO 327162	SCHADEMANN LODGING	209.00	
			Total:	209.00	
			Net of 1 Invoices / 0 Checks	209.00	
00099	HOLIDAY INN OF KEARNEY				
02/19/2020	INVOICE	FOLIO 327450	BRIAN BENCK	104.95	
02/19/2020	INVOICE	FOLIO 327660	LODGING-RANDY JANICEK	199.90	
			Total:	304.85	
			Net of 2 Invoices / 0 Checks	304.85	
00280	HRUSKA BRAD				
02/19/2020	INVOICE	020420LIBR	JANUARY PROGRAM MILEAGE	29.10	
			Total:	29.10	
			Net of 1 Invoices / 0 Checks	29.10	
03192	HY-VEE INC				
02/19/2020	INVOICE	5838576785	PROGRAM FOOD	9.06	
02/19/2020	INVOICE	4813840769	ROLLS/DONUTS-WINTER CARNIVAL	70.00	
02/19/2020	INVOICE	5838299671	COOKIES	11.99	
02/19/2020	INVOICE	4813730591	PROGRAM SUPPLIES	53.13	
02/19/2020	INVOICE	4813839233	POLICE TESTING DAY	17.88	
			Total:	162.06	
			Net of 5 Invoices / 0 Checks	162.06	
03194	INGRAM LIBRARY SERVICES, INC				
02/19/2020	INVOICE	43644102	MATERIALS	25.80	
02/19/2020	INVOICE	43667064	MATERIALS	100.99	
02/19/2020	INVOICE	43687832	MATERIALS	50.14	
02/19/2020	INVOICE	43731430	MATERIAL	81.95	
			Total:	258.88	
			Net of 4 Invoices / 0 Checks	258.88	
02609	ISLAND SUPPLY WELDING CO.				
02/19/2020	INVOICE	637464	REBEL EM 231IC MIG PACKAGE	1,890.00	
			Total:	1,890.00	
			Net of 1 Invoices / 0 Checks	1,890.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03199	JACKSON SERVICES INC				
02/19/2020	INVOICE	4242905	UNIFORMS	88.40	
02/19/2020	INVOICE	4242906	SUPPLIES	2.70	
02/19/2020	INVOICE	4242904	UNIFORMS	93.88	
02/19/2020	INVOICE	4242893	UNIFORMS	292.04	
02/19/2020	INVOICE	4241185	UNIFORMS	16.24	
02/19/2020	INVOICE	4241198	MAT	20.25	
02/19/2020	INVOICE	4236966	SUPPLIES	71.30	
02/19/2020	INVOICE	4241211	SUPPLIES	58.59	
02/19/2020	INVOICE	4236968	SUPPLIES	71.30	
02/19/2020	INVOICE	4245391	UNIFORMS	16.24	
02/19/2020	INVOICE	4246361	SUPPLIES	32.00	
02/19/2020	INVOICE	4245410	SUPPLIES	77.69	
02/19/2020	INVOICE	4242894	SUPPLIES	34.05	
02/19/2020	INVOICE	4242895	UNIFORMS	129.72	
02/19/2020	INVOICE	4242896	SUPPLIES	12.02	
02/19/2020	INVOICE	4245409	MATS	55.85	
02/19/2020	INVOICE	4245392	UNIFORMS/SUPPLIES	58.63	
02/19/2020	INVOICE	4247214	SUPPLIES	29.07	
02/19/2020	INVOICE	4247226	SUPPLIES, UNIFORMS	123.27	
02/19/2020	INVOICE	4247228	SUPPLIES	16.88	
02/19/2020	INVOICE	4247227	UNIFORMS	88.40	
02/19/2020	INVOICE	4247213	UNIFORMS	292.04	
02/19/2020	INVOICE	4247216	SUPPLIES	7.05	
02/19/2020	INVOICE	4247215	UNIFORMS	129.72	
02/19/2020	INVOICE	4249781	SUPPLIES	68.21	
02/19/2020	INVOICE	4249787	UNIFORMS	16.24	
02/19/2020	INVOICE	4249789	MAT	20.25	
02/19/2020	INVOICE	4249788	UNIFORMS	62.42	
			Total:	1,984.45	
			Net of 28 Invoices / 0 Checks	1,984.45	
00532	JEO CONSULTING GROUP INC				
02/19/2020	INVOICE	114851	LOST CREEK FLOODPLAIN R19-138	1,848.00	
			Total:	1,848.00	
			Net of 1 Invoices / 0 Checks	1,848.00	
00388	JOY'S UNIFORMS N MORE				
02/19/2020	INVOICE	181	SEW UNIFORM PANTS	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
02595	K & S TOOL SERVICE				
02/19/2020	INVOICE	101143	AIR HAMMER KIT	449.99	
			Total:	449.99	
			Net of 1 Invoices / 0 Checks	449.99	
03202	KELLY SUPPLY COMPANY				
02/19/2020	INVOICE	S12247009-0	SUPPLIES	34.63	
02/19/2020	INVOICE	S12246900-0	STEEL COUPLER	107.03	
02/19/2020	INVOICE	S12246863-0	SUPPLIES	21.94	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	163.60	
			Net of 3 Invoices / 0 Checks	163.60	
02325	LA QUINTA INN & SUITES KEARNEY				
02/19/2020	INVOICE	187-804962	MIKE LANDKAMER	208.00	
02/19/2020	INVOICE	343-546430	JIM SPEICHER	208.00	
			Total:	416.00	
			Net of 2 Invoices / 0 Checks	416.00	
02537	LANDKAMER MICHAEL				
02/19/2020	INVOICE	012320WWTF	SNOWBALL CONFERENCE MEAL EXPENSES	64.62	
			Total:	64.62	
			Net of 1 Invoices / 0 Checks	64.62	
10338	LANDSCAPES UNLIMITED LLC				
02/19/2020	INVOICE	2005-01	QUAIL RUN ASSESSMENT AND RENOVATION PLANS	17,882.35	
			Total:	17,882.35	
			Net of 1 Invoices / 0 Checks	17,882.35	
02236	LANGUAGE LINE SERVICES INC				
02/19/2020	INVOICE	4743481	INTERPRETING SERVICE	46.71	
			Total:	46.71	
			Net of 1 Invoices / 0 Checks	46.71	
02596	LAWSON PRODUCTS				
02/19/2020	INVOICE	9307375241	PARTS	273.63	
			Total:	273.63	
			Net of 1 Invoices / 0 Checks	273.63	
00319	LERNER PUBLISHING GROUP				
02/19/2020	INVOICE	1350688	MATERIALS	451.76	
			Total:	451.76	
			Net of 1 Invoices / 0 Checks	451.76	
10229	LINGO				
02/19/2020	INVOICE	1181450245	DECEMBER CHARGES	51.64	
02/19/2020	INVOICE	1181837617	JANUARY CHARGES	56.64	
			Total:	108.28	
			Net of 2 Invoices / 0 Checks	108.28	
00332	LOHR JOHN F				
02/19/2020	INVOICE	013120ADMIN	MILEAGE/PARKING -LEAGUE BOARD MTG	93.45	
			Total:	93.45	
			Net of 1 Invoices / 0 Checks	93.45	
10332	LOSEKE, LELAND L.				
02/19/2020	INVOICE	37720	REFUND OVERPAYMENT AMBULANCE SERVICE	632.60	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
Total:				632.60	
Net of 1 Invoices / 0 Checks				632.60	
03214	LOUP POWER DISTRICT		E		
02/19/2020	INVOICE	400069 FEB	ELECTRICITY	39.90	
02/19/2020	INVOICE	400065 JAN	ELECTRICITY	3,931.93	
02/19/2020	INVOICE	400065 FEB	ELECTRICITY	2,608.07	
02/19/2020	INVOICE	400097 FEB	ELECTRICITY	1,906.74	
02/19/2020	INVOICE	169015 FEB	ELECTRICITY	188.39	
02/19/2020	INVOICE	400064 FEB	ELECTRICITY	369.79	
02/19/2020	INVOICE	400010 FEB	ELECTRICITY	43.23	
02/19/2020	INVOICE	400088 FEB	ELECTRICITY	51.93	
02/19/2020	INVOICE	169119 FEB	2019 PROPERTY LEASE TICKET #123119/LAKEVIEW	25.00	
02/19/2020	INVOICE	400046 FEB	ELECTRICITY	31.04	
02/19/2020	INVOICE	400016 FEB	ELECTRICITY	51.07	
02/19/2020	INVOICE	169010 FEB	ELECTRICITY	15.00	
02/19/2020	INVOICE	169018 FEB	ELECTRICITY	6.28	
02/19/2020	INVOICE	400085 FEB	ELECTRICITY	25.00	
02/19/2020	INVOICE	400068 FEB	ELECTRICITY	64.89	
02/19/2020	INVOICE	169004 FEB	ELECTRICITY	1,410.00	
02/19/2020	INVOICE	169003 FEB	ELECTRICITY	28.04	
02/19/2020	INVOICE	169005 FEB	ELECTRICITY	170.03	
02/19/2020	INVOICE	169008 FEB	ELECTRICITY	27.84	
02/19/2020	INVOICE	169009 FEB	ELECTRICITY	28.53	
02/19/2020	INVOICE	169011 FEB	ELECTRICITY	59.80	
02/19/2020	INVOICE	169012 FEB	ELECTRICITY	10,010.38	
02/19/2020	INVOICE	169016 FEB	ELECTRICITY	309.60	
02/19/2020	INVOICE	169017 FEB	ELECTRICITY	25.00	
02/19/2020	INVOICE	169019 FEB	ELECTRICITY	51.68	
02/19/2020	INVOICE	169020 FEB	ELECTRICITY	9.06	
02/19/2020	INVOICE	169022 FEB	ELECTRICITY	25.39	
02/19/2020	INVOICE	169023 FEB	ELECTRICITY	282.09	
02/19/2020	INVOICE	169024 FEB	ELECTRICITY	53.05	
02/19/2020	INVOICE	169026 FEB	ELECTRICITY	110.80	
02/19/2020	INVOICE	169027 FEB	ELECTRICITY	9.06	
02/19/2020	INVOICE	169028 FEB	ELECTRICITY	414.90	
02/19/2020	INVOICE	169029 FEB	ELECTRICITY	632.49	
02/19/2020	INVOICE	169030 FEB	ELECTRICITY	186.68	
02/19/2020	INVOICE	169031 FEB	ELECTRICITY	41.98	
02/19/2020	INVOICE	169033 FEB	ELECTRICITY	34.33	
02/19/2020	INVOICE	169034 FEB	ELECTRICITY	25.39	
02/19/2020	INVOICE	169035 FEB	ELECTRICITY	25.49	
02/19/2020	INVOICE	169036 FEB	ELECTRICITY	167.22	
02/19/2020	INVOICE	169038 FEB	ELECTRICITY	3,710.73	
02/19/2020	INVOICE	169039 FEB	ELECTRICITY	38.52	
02/19/2020	INVOICE	169041 FEB	ELECTRICITY	37.54	
02/19/2020	INVOICE	169042 FEB	ELECTRICITY	375.45	
02/19/2020	INVOICE	169043 FEB	ELECTRICITY	43.23	
02/19/2020	INVOICE	169044 FEB	ELECTRICITY	42.25	
02/19/2020	INVOICE	169045 FEB	ELECTRICITY	41.17	
02/19/2020	INVOICE	169046 FEB	ELECTRICITY	58.15	
02/19/2020	INVOICE	169047 FEB	ELECTRICITY	25.39	
02/19/2020	INVOICE	169048 FEB	ELECTRICITY	42.84	
02/19/2020	INVOICE	169050 FEB	ELECTRICITY	140.99	
02/19/2020	INVOICE	169051 FEB	ELECTRICITY	25.39	
02/19/2020	INVOICE	169053 FEB	ELECTRICITY	37.98	
02/19/2020	INVOICE	169055 FEB	ELECTRICITY	25.59	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2020	INVOICE	169056 FEB	ELECTRICITY	42.64	
02/19/2020	INVOICE	169057 FEB	ELECTRICITY	25.49	
02/19/2020	INVOICE	169058 FEB	ELECTRICITY	44.40	
02/19/2020	INVOICE	169060 FEB	ELECTRICITY	28.14	
02/19/2020	INVOICE	169061 FEB	ELECTRICITY	32.15	
02/19/2020	INVOICE	169062 FEB	ELECTRICITY	160.25	
02/19/2020	INVOICE	169064 FEB	ELECTRICITY	35.98	
02/19/2020	INVOICE	169065 FEB	ELECTRICITY	1,182.00	
02/19/2020	INVOICE	169066 FEB	ELECTRICITY	52.44	
02/19/2020	INVOICE	169067 FEB	ELECTRICITY	2,538.00	
02/19/2020	INVOICE	169068 FEB	ELECTRICITY	3,306.00	
02/19/2020	INVOICE	169069 FEB	ELECTRICITY	38.55	
02/19/2020	INVOICE	169071 FEB	ELECTRICITY	2,144.24	
02/19/2020	INVOICE	169072 FEB	ELECTRICITY	250.00	
02/19/2020	INVOICE	169073 FEB	ELECTRICITY	39.50	
02/19/2020	INVOICE	169074 FEB	ELECTRICITY	30.49	
02/19/2020	INVOICE	169077 FEB	ELECTRICITY	25.69	
02/19/2020	INVOICE	169080 FEB	ELECTRICITY	120.97	
02/19/2020	INVOICE	169081 FEB	ELECTRICITY	40.29	
02/19/2020	INVOICE	169082 FEB	ELECTRICITY	116.65	
02/19/2020	INVOICE	169083 FEB	ELECTRICITY	721.62	
02/19/2020	INVOICE	169084 FEB	ELECTRICITY	539.32	
02/19/2020	INVOICE	169085 FEB	ELECTRICITY	729.22	
02/19/2020	INVOICE	169086 FEB	ELECTRICITY	827.96	
02/19/2020	INVOICE	169087 FEB	ELECTRICITY	448.16	
02/19/2020	INVOICE	169089 FEB	ELECTRICITY	37.35	
02/19/2020	INVOICE	169090 FEB	ELECTRICITY	39.21	
02/19/2020	INVOICE	169091 FEB	ELECTRICITY	71.97	
02/19/2020	INVOICE	169092 FEB	ELECTRICITY	61.09	
02/19/2020	INVOICE	169093 FEB	ELECTRICITY	70.11	
02/19/2020	INVOICE	169094 FEB	ELECTRICITY	57.62	
02/19/2020	INVOICE	169096 FEB	ELECTRICITY	459.06	
02/19/2020	INVOICE	169097 FEB	ELECTRICITY	27.94	
02/19/2020	INVOICE	169098 FEB	ELECTRICITY	31.48	
02/19/2020	INVOICE	169099 FEB	ELECTRICITY	25.49	
02/19/2020	INVOICE	169107 FEB	ELECTRICITY	29.15	
02/19/2020	INVOICE	169112 FEB	ELECTRICITY	95.17	
02/19/2020	INVOICE	400001 FEB	ELECTRICITY	266.66	
02/19/2020	INVOICE	400002 FEB	ELECTRICITY	113.81	
02/19/2020	INVOICE	400003 FEB	ELECTRICITY	167.50	
02/19/2020	INVOICE	400004 FEB	ELECTRICITY	199.59	
02/19/2020	INVOICE	400005 FEB	ELECTRICITY	27.65	
02/19/2020	INVOICE	400006 FEB	ELECTRICITY	25.39	
02/19/2020	INVOICE	400007 FEB	ELECTRICITY	29.70	
02/19/2020	INVOICE	400008 FEB	ELECTRICITY	25.00	
02/19/2020	INVOICE	400009 FEB	ELECTRICITY	54.99	
02/19/2020	INVOICE	400011 FEB	ELECTRICITY	29.12	
02/19/2020	INVOICE	400012 FEB	ELECTRICITY	41.17	
02/19/2020	INVOICE	400013 FEB	ELECTRICITY	45.58	
02/19/2020	INVOICE	400015 FEB	ELECTRICITY	466.08	
02/19/2020	INVOICE	400017 FEB	ELECTRICITY	46.27	
02/19/2020	INVOICE	400018 FEB	ELECTRICITY	40.29	
02/19/2020	INVOICE	400019 FEB	ELECTRICITY	25.29	
02/19/2020	INVOICE	400020 FEB	ELECTRICITY	197.99	
02/19/2020	INVOICE	400021 FEB	ELECTRICITY	36.20	
02/19/2020	INVOICE	400023 FEB	ELECTRICITY	48.52	
02/19/2020	INVOICE	400024 FEB	ELECTRICITY	27.74	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2020	INVOICE	400025 FEB	ELECTRICITY	108.95	
02/19/2020	INVOICE	400026 FEB	ELECTRICITY	25.59	
02/19/2020	INVOICE	400028 FEB	ELECTRICITY	446.28	
02/19/2020	INVOICE	400029 FEB	ELECTRICITY	80.49	
02/19/2020	INVOICE	400030 FEB	ELECTRICITY	43.72	
02/19/2020	INVOICE	400032 FEB	ELECTRICITY	93.59	
02/19/2020	INVOICE	400034 FEB	ELECTRICITY	31.86	
02/19/2020	INVOICE	400036 FEB	ELECTRICITY	308.16	
02/19/2020	INVOICE	400039 FEB	ELECTRICITY	161.57	
02/19/2020	INVOICE	400040 FEB	ELECTRICITY	28,794.27	
02/19/2020	INVOICE	400041 FEB	ELECTRICITY	770.40	
02/19/2020	INVOICE	400044 FEB	ELECTRICITY	86.13	
02/19/2020	INVOICE	400045 FEB	ELECTRICITY	100.46	
02/19/2020	INVOICE	400047 FEB	ELECTRICITY	1,344.49	
02/19/2020	INVOICE	400048 FEB	ELECTRICITY	36.00	
02/19/2020	INVOICE	400049 FEB	ELECTRICITY	36.59	
02/19/2020	INVOICE	400051 FEB	ELECTRICITY	27.55	
02/19/2020	INVOICE	400052 FEB	ELECTRICITY	34.21	
02/19/2020	INVOICE	400054 FEB	ELECTRICITY	25.00	
02/19/2020	INVOICE	400055 FEB	ELECTRICITY	25.00	
02/19/2020	INVOICE	400057 FEB	ELECTRICITY	36.49	
02/19/2020	INVOICE	400058 FEB	ELECTRICITY	480.00	
02/19/2020	INVOICE	400059 FEB	ELECTRICITY	234.03	
02/19/2020	INVOICE	400060 FEB	ELECTRICITY	9,683.55	
02/19/2020	INVOICE	400061 FEB	ELECTRICITY	33.62	
02/19/2020	INVOICE	400062 FEB	ELECTRICITY	33.53	
02/19/2020	INVOICE	400063 FEB	ELECTRICITY	43.82	
02/19/2020	INVOICE	400070 FEB	ELECTRICITY	1,606.41	
02/19/2020	INVOICE	400071 FEB	ELECTRICITY	45.68	
02/19/2020	INVOICE	400072 FEB	ELECTRICITY	34.11	
02/19/2020	INVOICE	400073 FEB	ELECTRICITY	49.40	
02/19/2020	INVOICE	400075 FEB	ELECTRICITY	41.46	
02/19/2020	INVOICE	400076 FEB	ELECTRICITY	33.53	
02/19/2020	INVOICE	400077 FEB	ELECTRICITY	28.72	
02/19/2020	INVOICE	400078 FEB	ELECTRICITY	25.20	
02/19/2020	INVOICE	400079 FEB	ELECTRICITY	197.98	
02/19/2020	INVOICE	400080 FEB	ELECTRICITY	205.83	
02/19/2020	INVOICE	400081 FEB	ELECTRICITY	103.42	
02/19/2020	INVOICE	400083 FEB	ELECTRICITY	61.65	
02/19/2020	INVOICE	400084 FEB	ELECTRICITY	83.02	
02/19/2020	INVOICE	400087 FEB	ELECTRICITY	2,283.28	
02/19/2020	INVOICE	400091 FEB	ELECTRICITY	192.24	
02/19/2020	INVOICE	400092 FEB	ELECTRICITY	28.23	
02/19/2020	INVOICE	400093 FEB	ELECTRICITY	40.39	
02/19/2020	INVOICE	400094 FEB	ELECTRICITY	157.61	
02/19/2020	INVOICE	400095 FEB	ELECTRICITY	160.01	
02/19/2020	INVOICE	400096 FEB	ELECTRICITY	1,500.00	
02/19/2020	INVOICE	169116 FEB	ELECTRICITY	31.28	
02/19/2020	INVOICE	169118 FEB	ELECTRICITY	58.52	
02/19/2020	INVOICE	400031 FEB	ELECTRICITY	135.59	
02/19/2020	INVOICE	400033 FEB	ELECTRICITY	136.89	
02/19/2020	INVOICE	400037 FEB	ELECTRICITY	53.62	
02/19/2020	INVOICE	400042 FEB	ELECTRICITY	35.39	

Total:	95,037.45
Net of 163 Invoices / 0 Checks	95,037.45

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01806 02/19/2020	M & L INC INVOICE	28	YARD WASTE REMOVAL CONTRACT	200.31	
			Total:	200.31	
			Net of 1 Invoices / 0 Checks	200.31	
00401 02/19/2020	MAIL PREP ETC INVOICE	1715	DAILY MAIL/UTILITY BILLING	4,441.12	
			Total:	4,441.12	
			Net of 1 Invoices / 0 Checks	4,441.12	
03217 02/19/2020	MAILBOX INVOICE	119877	SHIPPING-POLICE TESTS	18.88	
02/19/2020	INVOICE	119695	SHIPPING	9.76	
02/19/2020	INVOICE	119804	SHIPPING	21.30	
02/19/2020	INVOICE	119886	SHIPPING	27.16	
			Total:	77.10	
			Net of 4 Invoices / 0 Checks	77.10	
03212 02/19/2020	MATHESON-LINWELD INVOICE	21111361	SUPPLIES	68.02	
02/19/2020	INVOICE	51576049	OXYGEN	23.56	
			Total:	91.58	
			Net of 2 Invoices / 0 Checks	91.58	
03219 02/19/2020	MEAD LUMBER CO-COL INVOICE	4307310	PP BASEBALL FENCE REPAIR SUPPLIES	42.88	
			Total:	42.88	
			Net of 1 Invoices / 0 Checks	42.88	
03220 02/19/2020	MENARDS INVOICE	8533	RETURN CREDIT-REMOTES	(55.98)	
02/19/2020	INVOICE	8248	FAST-SET ANCHORING EPOXY	18.97	
02/19/2020	INVOICE	8460	50GAL TRASH CAN W/ WHEELS	29.97	
02/19/2020	INVOICE	8466	UNIVERSAL REMOTES	55.98	
02/19/2020	INVOICE	8634	HOOKS AND TWIST TIES	5.58	
02/19/2020	INVOICE	8087	BUSHINGS, NIPPLE	31.48	
02/19/2020	INVOICE	7919	3/4 4X8 OSB	88.90	
02/19/2020	INVOICE	7990	SUPPLIES	265.36	
02/19/2020	INVOICE	7940	TOOLBOX/ WELDING CART	48.98	
02/19/2020	INVOICE	7939	HANDLE SHOVEL HOLLOW BACK	9.99	
02/19/2020	INVOICE	8054	ALL PURPOSE DRIED SAND	12.45	
02/19/2020	INVOICE	8481	BATTERIES	73.94	
02/19/2020	INVOICE	8561	3' FG STEP TYPE IAA, TOILET TISSUE	113.52	
02/19/2020	INVOICE	9079	6' PIPE HEATING CABLE	22.94	
02/19/2020	INVOICE	8738	SUPPLIES	63.20	
02/19/2020	INVOICE	8800	GARDEN HOSE	38.99	
02/19/2020	INVOICE	8837	SUPPLIES	32.22	
			Total:	856.49	
			Net of 17 Invoices / 0 Checks	856.49	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03224	MIDWEST LABORATORIES INC				
02/19/2020	INVOICE	977999	TESTING/SHIPPING CHARGES	344.00	
02/19/2020	INVOICE	977998	SUPPLIES	49.21	
			Total:	393.21	
			Net of 2 Invoices / 0 Checks	393.21	
03226	MIDWEST SERVICE & SALES CO				
02/19/2020	INVOICE	0027862	BLADE FOR 8' STRAIGHT PLOW	234.00	
02/19/2020	INVOICE	0027826	8' PLOW BLADE	84.07	
02/19/2020	INVOICE	27792-1	CARBIDE BLADE/SQR EDGE FLAT STANDARD CARBON	579.33	
02/19/2020	INVOICE	27792-2	DBCB CARBIDE BLADE/SQR EDGE FLAT STANDARD (530.73	
02/19/2020	INVOICE	27792-3	DBCB CARBIDE BLADES	575.46	
02/19/2020	INVOICE	27792-4	DBCB CARBIDE BLADE	383.64	
02/19/2020	INVOICE	27792-5	DBCB CARBIDE BLADE	383.64	
02/19/2020	INVOICE	27792-6	DBCB CARBIDE BLADE	383.64	
02/19/2020	INVOICE	27792-7	DBCB CARBIDE BLADE	383.64	
			Total:	3,538.15	
			Net of 9 Invoices / 0 Checks	3,538.15	
00487	MIDWEST TAPE LLC				
02/19/2020	INVOICE	98549197	MATERIALS	9.99	
			Total:	9.99	
			Net of 1 Invoices / 0 Checks	9.99	
00463	MIKE'S TOWING				
02/19/2020	INVOICE	9047	TOWING SERVICES	90.00	
02/19/2020	INVOICE	9056	TOWING SERVICES	90.00	
02/19/2020	INVOICE	9073	TOWING SERVICES	90.00	
02/19/2020	INVOICE	9087	TOWING SERVICES	90.00	
02/19/2020	INVOICE	9111	TOWING SERVICES	90.00	
02/19/2020	INVOICE	9123	TOWING SERVICES	90.00	
02/19/2020	INVOICE	9144	TOWING SERVICES	90.00	
02/19/2020	INVOICE	9159	TOWING SERVICES	90.00	
02/19/2020	INVOICE	9161	TOWING SERVICES	90.00	
02/19/2020	INVOICE	9190	TOWING SERVICES	90.00	
02/19/2020	INVOICE	9192	TOWING SERVICES	90.00	
			Total:	990.00	
			Net of 11 Invoices / 0 Checks	990.00	
00341	MOUNTAIN VIEW LLC DBA PMT				
02/19/2020	INVOICE	9061	QUARTERLY VIBRATION ROUTE	395.00	
			Total:	395.00	
			Net of 1 Invoices / 0 Checks	395.00	
00263	MTM RECOGNITION				
02/19/2020	INVOICE	6008662	2019 FIREMAN'S RING	396.44	
			Total:	396.44	
			Net of 1 Invoices / 0 Checks	396.44	
00960	MUELLER SHANE				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2020	INVOICE	MONTHLY	CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
00210 02/19/2020	MUNICIPAL PIPE TOOL CO LLC INVOICE	31376	VACALL ALLJET MODEL AJ16	249,300.44	
			Total:	249,300.44	
			Net of 1 Invoices / 0 Checks	249,300.44	
10225 02/19/2020	NAPA AUTO PARTS OF COLUMBUS INVOICE	677383	FUSES	6.58	
02/19/2020	INVOICE	677344	FUSES	10.07	
			Total:	16.65	
			Net of 2 Invoices / 0 Checks	16.65	
00122 02/19/2020	NEBRASKA DEPT OF ENVIRONMENT AND INVOICE	020120WWCOLL	T STOCKWELL-WWTF OPERATOR LEVEL I CERT AND I	150.00	
02/19/2020	INVOICE	020120WWCOLL	B ZAKRZERSKI WWTF OPERATOR LEVEL I CERT AND	150.00	
			Total:	300.00	
			Net of 2 Invoices / 0 Checks	300.00	
00684 02/19/2020	NEBRASKA SPORTS INVOICE	YYB770278-YB00	BEANIE/GLOVES-SYLVESTER	42.38	
02/19/2020	INVOICE	YYD742372-YB02	OAKLEY SUNGLASSES -HEFTI	76.50	
			Total:	118.88	
			Net of 2 Invoices / 0 Checks	118.88	
00259 02/19/2020	NIEMANN'S PORT-A-POT LLC INVOICE	I2766	RENTAL-SPECIAL EVENT	40.00	
			Total:	40.00	
			Net of 1 Invoices / 0 Checks	40.00	
02277 02/19/2020	NORFOLK HOUSING DEVELOPMENT INVOICE	042120CONF	FAIR HOUSING CONF - R WHITING	50.00	
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
03245 02/19/2020	NORTHEAST NEBRASKA SOLID INVOICE	013120TRANSFER	MUNICIPAL MIXED MSW	54,353.43	
			Total:	54,353.43	
			Net of 1 Invoices / 0 Checks	54,353.43	
03248 02/19/2020	NOVICKI FIRE PREVENTION SERVC S INVOICE	020-20	ANNUAL INSPECTION/FIRE EXTINGUISHERS	129.00	
			Total:	129.00	
			Net of 1 Invoices / 0 Checks	129.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00358	OBRIST & CO INC				
02/19/2020	INVOICE	1	SED45, WED63	49,117.50	
02/19/2020	INVOICE	3	SED46	125,897.40	
			Total:	175,014.90	
			Net of 2 Invoices / 0 Checks	175,014.90	
03249	OCCUPATIONAL HEALTH SERV				
02/19/2020	INVOICE	65997	HAIR TESTING COLLECTION FEE	192.00	
			Total:	192.00	
			Net of 1 Invoices / 0 Checks	192.00	
03171	OFFICENET				
02/19/2020	INVOICE	C923093-0	LASER CARTRIDGES	(253.98)	
02/19/2020	INVOICE	934296-0	OFFICE SUPPLIES	76.13	
02/19/2020	INVOICE	934298-0	OFFICE SUPPLIES	126.41	
02/19/2020	INVOICE	934353-0	TAPE	28.90	
02/19/2020	INVOICE	934368-0	OFFICE SUPPLIES/INK CARTRIDGE	47.31	
02/19/2020	INVOICE	934354-0	POST IT NOTES	8.50	
02/19/2020	INVOICE	934352-0	POST IT NOTES	3.52	
02/19/2020	INVOICE	934375-0	INK CARTRIDGE	59.64	
02/19/2020	INVOICE	933873-1	ENVELOPES	93.99	
02/19/2020	INVOICE	933028-0	4DR LETTER FILE CABINETS	198.00	
02/19/2020	INVOICE	934359-0	LAMINATE	21.79	
02/19/2020	INVOICE	934353-1	LAMINATE	21.79	
02/19/2020	INVOICE	934350-0	COLORED PAPER	16.53	
02/19/2020	INVOICE	934351-0	OFFICE SUPPLIES	7.31	
02/19/2020	INVOICE	934368-1	PENCILS	6.20	
02/19/2020	INVOICE	934569-0	FILES	35.75	
02/19/2020	INVOICE	934518-0	PEN REFILLS	12.72	
02/19/2020	INVOICE	934622-0	WRISTREST MOUSE PAD	17.27	
02/19/2020	INVOICE	934800-0	LAMINATE, FOLDERS	49.23	
02/19/2020	INVOICE	934799-0	INK CARTRIDGE	80.71	
02/19/2020	INVOICE	934798-0	BINDERS	28.98	
			Total:	686.70	
			Net of 21 Invoices / 0 Checks	686.70	
02852	OLSON'S PEST TECHNICIANS				
02/19/2020	INVOICE	162677	PEST CONTROL	47.00	
02/19/2020	INVOICE	162680	PEST CONTROL	52.00	
02/19/2020	INVOICE	163681	PEST CONTROL	47.00	
			Total:	146.00	
			Net of 3 Invoices / 0 Checks	146.00	
03251	OMAHA WORLD HERALD				
02/19/2020	INVOICE	I000103134-1230-01	EMPLOYMENT ADVERTISING	96.04	
			Total:	96.04	
			Net of 1 Invoices / 0 Checks	96.04	
01451	ONE CALL CONCEPTS INC				
02/19/2020	INVOICE	0010122	LOCATE FEES	68.05	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	68.05	
			Net of 1 Invoices / 0 Checks	68.05	
01307	ONE SOURCE				
02/19/2020	INVOICE	1639-20200131	BACKGROUND CHECKS	81.00	
			Total:	81.00	
			Net of 1 Invoices / 0 Checks	81.00	
00176	O'REILLY AUTOMOTIVE INC				
02/19/2020	INVOICE	0681-433374	VENT CLIP, SEAT COVERS	40.98	
02/19/2020	INVOICE	0681-433327	FILTERS, GLOVES, OIL BOOSTER	176.29	
02/19/2020	INVOICE	0681-433750	LED MINI BULB	23.87	
02/19/2020	INVOICE	0681-433796	PIGTAIL	9.12	
02/19/2020	INVOICE	0681-434234	24OZ WHEEL WASH	7.99	
02/19/2020	INVOICE	0681-434367	LED INDICATOR #96	10.99	
02/19/2020	INVOICE	0681-434399	INDICATOR #12	6.49	
02/19/2020	INVOICE	0681-434457	FILTERS	58.68	
02/19/2020	INVOICE	0681-433457	AD ACTUATOR/#78	16.66	
02/19/2020	INVOICE	0681-433625	CAPSULE AND BULBS	186.19	
02/19/2020	INVOICE	0681-433281	LED BULB	96.08	
02/19/2020	INVOICE	0681-433586	ANTI-SEIZE	4.99	
02/19/2020	INVOICE	0681-433280	CAPSULE AND LIGHT BULBS	119.36	
02/19/2020	INVOICE	0681-434617	DRILL SET, FILTER	31.03	
02/19/2020	INVOICE	0681-434312	SLEEVE	44.94	
02/19/2020	INVOICE	0681-434596	INDICATORS	34.96	
02/19/2020	INVOICE	0681-434650	BUTANE	15.87	
			Total:	884.49	
			Net of 17 Invoices / 0 Checks	884.49	
00375	PEAK SOFTWARE SYSTEMS				
02/19/2020	INVOICE	021514	SPORTSMAN SQL CORE 12 MONTHS	672.21	
			Total:	672.21	
			Net of 1 Invoices / 0 Checks	672.21	
01869	PERFORMANCE PRINTING INC				
02/19/2020	INVOICE	26105	BUSINESS CARDS-MOORE	78.62	
02/19/2020	INVOICE	26105	BUSINESS CARDS-MAGDALENO	78.63	
			Total:	157.25	
			Net of 2 Invoices / 0 Checks	157.25	
00345	PETE LIEN & SONS INC.				
02/19/2020	INVOICE	20POS/007629	QUICKLIMES FINES RC	5,635.60	
			Total:	5,635.60	
			Net of 1 Invoices / 0 Checks	5,635.60	
03258	PETTY CASH				
02/19/2020	INVOICE	020320POLICE	MEAL EXPENSE	19.05	
			Total:	19.05	
			Net of 1 Invoices / 0 Checks	19.05	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10340 02/19/2020	PLAINS EQUIPMENT GROUP INVOICE	06083407	2019 JD 535M ZTRAK MOWER-STOCK #191166	3,850.00	
			Total:	3,850.00	
			Net of 1 Invoices / 0 Checks	3,850.00	
00155 02/19/2020	PLATTE COUNTY INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,022.07	
			Total:	3,022.07	
			Net of 1 Invoices / 0 Checks	3,022.07	
00758 02/19/2020	PLATTE COUNTY INVOICE	REGISTER OF 012220CLERK	ORDINANCE #'S 19-47, 20-01, 19-48	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
03057 02/19/2020	PLATTE COUNTY INVOICE	TITLE & ESCROW 120072	DEED SEARCH	50.00	
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
03261 02/19/2020	PRESTOX INVOICE	4858174	PEST CONTROL	52.00	
02/19/2020	INVOICE	5161107	PEST CONTROL	52.00	
02/19/2020	INVOICE	5673317	PEST CONTROL	59.00	
			Total:	163.00	
			Net of 3 Invoices / 0 Checks	163.00	
00575 02/19/2020	PRODUCTIVITY PLUS ACCT-TITAN INVOICE	13538360 GP	ISOLATOR	143.24	
			Total:	143.24	
			Net of 1 Invoices / 0 Checks	143.24	
02002 02/19/2020	RAINBOW PRINTING INVOICE	00156936	PATRON KEY TAG COMBOS	1,880.00	
			Total:	1,880.00	
			Net of 1 Invoices / 0 Checks	1,880.00	
03264 02/19/2020	REARDON LAWN & GARDEN INC INVOICE	3035	AK30 BATTERY	113.99	
			Total:	113.99	
			Net of 1 Invoices / 0 Checks	113.99	
03265 02/19/2020	RECORDED BOOKS LLC INVOICE	76600770	MATERIALS	325.45	
02/19/2020	INVOICE	11911075	REBATE EBOOK SALES 4TH QTR 2019	(104.83)	
02/19/2020	INVOICE	76601114	RBDIGITAL AUDIO/EBOOK SUBSCRIPTIONS	2,124.16	
02/19/2020	INVOICE	76602875	EBOOKS	231.97	
02/19/2020	INVOICE	76605076	MATERIALS	253.17	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2020	INVOICE	76605384	RB DIGITAL MAGAZINES ACESS RENEWAL	1,204.69	
			Total:	4,034.61	
			Net of 6 Invoices / 0 Checks	4,034.61	
01266 02/19/2020	RR DONNELLEY INVOICE	961825937	GUN CERTIFICATES/APPLICATIONS	83.35	
			Total:	83.35	
			Net of 1 Invoices / 0 Checks	83.35	
10335 02/19/2020	SAIA MOTOR FREIGHT LINE LLC INVOICE	6001305	SHIP POOL VACUUM	783.57	
			Total:	783.57	
			Net of 1 Invoices / 0 Checks	783.57	
03270 02/19/2020	SAPP BROS COLUMBUS INC INVOICE	2763885	FUEL	23.08	
02/19/2020	INVOICE	1876386	FUEL	25.03	
02/19/2020	INVOICE	1887630	FUEL	22.19	
02/19/2020	INVOICE	1891874	FUEL	40.98	
02/19/2020	INVOICE	2771266	FUEL	46.12	
02/19/2020	INVOICE	1879817	FUEL	76.04	
			Total:	233.44	
			Net of 6 Invoices / 0 Checks	233.44	
03268 02/19/2020	SAPP BROS PETROLEUM INC INVOICE	22944918	FUEL	6,102.96	
02/19/2020	INVOICE	22944919	FUEL	1,771.71	
02/19/2020	INVOICE	22931112	FUEL	4,300.00	
02/19/2020	INVOICE	22933390	FUEL	1,782.42	
02/19/2020	INVOICE	22948936	FUEL	5,163.56	
02/19/2020	INVOICE	22948937	FUEL	683.40	
02/19/2020	INVOICE	22949426	FUEL	4,217.89	
02/19/2020	INVOICE	22951949	FUEL	120.45	
			Total:	24,142.39	
			Net of 8 Invoices / 0 Checks	24,142.39	
00974 02/19/2020	SCHADEMANN KEITH INVOICE	012420EXP	SYMPOSIUM EXPENSES	152.88	
			Total:	152.88	
			Net of 1 Invoices / 0 Checks	152.88	
03271 02/19/2020	SCHIEFFER SIGNS INC INVOICE	39659	VINYL DECALS	640.70	
			Total:	640.70	
			Net of 1 Invoices / 0 Checks	640.70	
03275 02/19/2020	SECURITY EQUIPMENT INC INVOICE	547376	ADDITION TO CAMERA SYSTEM-FIRE DEPT	2,384.00	
02/19/2020	INVOICE	547378	SECURITY ADDITIONS - NEW PD BLDG	11,159.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2020	INVOICE	547381	ACCESS CONTROL UPGRADE-FIRE DEPT	16,442.50	
			Total:	29,985.50	
			Net of 3 Invoices / 0 Checks	29,985.50	
00190 02/19/2020	SEIDEL ROD INVOICE	113-1736516-309864	TYPEWRITER CORRECTION RIBBONS	20.66	
			Total:	20.66	
			Net of 1 Invoices / 0 Checks	20.66	
10331 02/19/2020	SHANK, MIKE INVOICE	112-5575730-352341	REIMBURSE MAILBOX/POST-AMAZON	146.62	
			Total:	146.62	
			Net of 1 Invoices / 0 Checks	146.62	
03276 02/19/2020	SHERWIN-WILLIAMS CO INVOICE	3506-0	SUPPLIES	46.32	
			Total:	46.32	
			Net of 1 Invoices / 0 Checks	46.32	
01090 02/19/2020	SHEVLIN SUPPLY INVOICE	4287	TOILET TISSUE	33.87	
02/19/2020	INVOICE	4328	55 GAL CAN LINERS	104.76	
02/19/2020	INVOICE	4310	DISINFECTING WIPES	49.18	
02/19/2020	INVOICE	4318	CAN LINERS, TOILET TISSUE	366.62	
			Total:	554.43	
			Net of 4 Invoices / 0 Checks	554.43	
03277 02/19/2020	SIPPLE, HANSEN, EMERSON, INVOICE	1-00M FEB	JANUARY LEGAL SERVICES	4,457.75	
			Total:	4,457.75	
			Net of 1 Invoices / 0 Checks	4,457.75	
01394 02/19/2020	SIRIUS COMPUTER SOLUTIONS INC. INVOICE	INV-000745234	ACCESS POINT, UPGRADES	2,099.00	
			Total:	2,099.00	
			Net of 1 Invoices / 0 Checks	2,099.00	
00744 02/19/2020	SPEICHER JIM INVOICE	012320WTF	SNOWBALL CONFERENCE MEAL EXPENSES	56.63	
			Total:	56.63	
			Net of 1 Invoices / 0 Checks	56.63	
03280 02/19/2020	STATE OF NEBR DEPT OF REVENUE INVOICE	013120GOLF	JANUARY SALES TAX	421.78	
02/19/2020	INVOICE	02.03.2020 UTILITY	SALES TAX	46,476.98	
02/19/2020	INVOICE	01.31.2020 POOLS	JANUARY 2020 SALES TAX	205.51	
			Total:	47,104.27	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 3 Invoices / 0 Checks	47,104.27	
00105	SUPER SAVER				
02/19/2020	INVOICE	109764	FOOD AND KITCHEN SUPPLIES	58.88	
02/19/2020	INVOICE	110427	FOOD AND SUPPLIES	61.71	
02/19/2020	INVOICE	110304	FOOD AND KITCHEN SUPPLIES	58.31	
			Total:	178.90	
			Net of 3 Invoices / 0 Checks	178.90	
00110	SYSCO LINCOLN				
02/19/2020	INVOICE	261953920	FOOD AND KITCHEN SUPPLIES	1,406.52	
02/19/2020	INVOICE	261930347	FOOD AND SUPPLIES	1,536.76	
02/19/2020	INVOICE	261918865	FOOD	1,407.37	
02/19/2020	INVOICE	261910094	FOOD	173.73	
02/19/2020	INVOICE	261907671	FOAM CONTAINERS AND CUPS, FOOD	1,360.02	
02/19/2020	INVOICE	261941675	FOOD, FOAM CUPS & LIDS	1,669.90	
02/19/2020	INVOICE	261931449	MEASURING CUP	19.34	
02/19/2020	INVOICE	261922871	FOOD RETURN	(143.57)	
			Total:	7,430.07	
			Net of 8 Invoices / 0 Checks	7,430.07	
02743	TELECOMMUNICATION SYSTEMS INC.				
02/19/2020	INVOICE	04INV-000038181	MONTHLY CIRCUIT FEE	1,554.00	
			Total:	1,554.00	
			Net of 1 Invoices / 0 Checks	1,554.00	
03128	TIRE OUTLET INC				
02/19/2020	INVOICE	163604	USED TIRES	126.00	
02/19/2020	INVOICE	163426	TIRE REPAIRS	150.00	
02/19/2020	INVOICE	163553	LOADER TIRE REPAIR	53.00	
02/19/2020	INVOICE	163726	TRACTOR TIRE REPAIR	35.00	
			Total:	364.00	
			Net of 4 Invoices / 0 Checks	364.00	
03283	TRACTOR SUPPLY CREDIT PLAN				
02/19/2020	INVOICE	229077	GATOR SEAT	179.99	
02/19/2020	INVOICE	464591	GMC BED MAT	119.99	
02/19/2020	INVOICE	464561	GLOVES	39.98	
02/19/2020	INVOICE	228317	TORDON RTU QT	47.97	
02/19/2020	INVOICE	228333	TORDON RTU QT	47.97	
02/19/2020	INVOICE	463580	PARACORD, TORDON RTU QT	44.97	
02/19/2020	INVOICE	463378	HOSE AND HOSE HANGER	84.98	
02/19/2020	INVOICE	227402	OIL, FUNNEL	23.48	
			Total:	589.33	
			Net of 8 Invoices / 0 Checks	589.33	
00550	TRUCK CENTER COMPANIES				
02/19/2020	INVOICE	211906J	PARTS - TRAILER 2	376.58	
			Total:	376.58	
			Net of 1 Invoices / 0 Checks	376.58	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00357 02/19/2020	TURFWERKS INVOICE	OW04206	DECK BUMBER REPAIR, TIRES	554.01	
			Total:	554.01	
			Net of 1 Invoices / 0 Checks	554.01	
01413 02/19/2020	TWIN RIVERS VETERINARY CLINIC INVOICE	96231 FEB	ANIMAL CARE	240.00	
			Total:	240.00	
			Net of 1 Invoices / 0 Checks	240.00	
00384 02/19/2020	TYPHOON WASH INVOICE	11061	DELUXE WASH	7.50	
02/19/2020	INVOICE	11062	DELUXE WASH	7.50	
02/19/2020	INVOICE	11064	DELUXE WASH	7.50	
02/19/2020	INVOICE	11065	DELUXE WASH	7.50	
02/19/2020	INVOICE	11066	DELUXE WASH	7.50	
02/19/2020	INVOICE	11070	DELUXE WASH	7.50	
02/19/2020	INVOICE	11072	DELUXE WASH	7.50	
02/19/2020	INVOICE	11073	DELUXE WASH	7.50	
			Total:	60.00	
			Net of 8 Invoices / 0 Checks	60.00	
03292 02/19/2020	UNITED STATES POST OFFICE INVOICE	POB1677	ANNUAL RENTAL FEE-PO BOX 1677	364.00	
			Total:	364.00	
			Net of 1 Invoices / 0 Checks	364.00	
00369 02/19/2020	UNIVERSITY OF NE-LINCOLN INVOICE	021120STR	PROHORT UPDATE/5@ \$28.00	140.00	
			Total:	140.00	
			Net of 1 Invoices / 0 Checks	140.00	
02045 02/19/2020	VAN WALL EQUIPMENT INC INVOICE	10028845	PARTS	998.13	
02/19/2020	INVOICE	10028857	FREIGHT	23.59	
			Total:	1,021.72	
			Net of 2 Invoices / 0 Checks	1,021.72	
10333 02/19/2020	VANDENACK, JOE INVOICE	020120RESCUE	ICE RESCUE CLASS/KITS	563.52	
			Total:	563.52	
			Net of 1 Invoices / 0 Checks	563.52	
03060 02/19/2020	VERIZON CONNECT NWF, INC. INVOICE	OSV000002013972	GPS SERVICES	35.95	
			Total:	35.95	
			Net of 1 Invoices / 0 Checks	35.95	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01181	VERIZON WIRELESS				
02/19/2020	INVOICE	9847212017	CELL PHONE CHARGES	1,935.17	
02/19/2020	INVOICE	9847168076	CELL PHONE SERVICE	641.70	
02/19/2020	INVOICE	9847739853	POLICE JETPACKS	480.12	
			Total:	3,056.99	
			Net of 3 Invoices / 0 Checks	3,056.99	
00956	VFW POST 3704				
02/19/2020	INVOICE	0001431	VFD ANNUAL MEETING	179.00	
			Total:	179.00	
			Net of 1 Invoices / 0 Checks	179.00	
03053	VVS CANTEEN				
02/19/2020	INVOICE	3600:979517	SUPPLIES	233.39	
			Total:	233.39	
			Net of 1 Invoices / 0 Checks	233.39	
10256	WAHOO HERITAGE INN				
02/19/2020	INVOICE	7369	BEHLEN/ZAKRZEWSKI	535.60	
			Total:	535.60	
			Net of 1 Invoices / 0 Checks	535.60	
03154	WASTE CONNECTIONS OF NEBRASKA				
02/19/2020	INVOICE	5514270	GARBAGE SERVICE	207.09	
			Total:	207.09	
			Net of 1 Invoices / 0 Checks	207.09	
00147	WELLNESS COUNCIL OF AMERICA				
02/19/2020	INVOICE	00012471	FEB NEWSLETTER	20.95	
			Total:	20.95	
			Net of 1 Invoices / 0 Checks	20.95	
02708	WELLNESS PARTNERS LLC				
02/19/2020	INVOICE	3042	FEB NEWSLETTERS	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
00385	WEST POINT IMPLEMENT OF				
02/19/2020	INVOICE	I589689	PARTS FOR #9 BLADE	14.88	
			Total:	14.88	
			Net of 1 Invoices / 0 Checks	14.88	
01803	WILDLIFE ENCOUNTERS				
02/19/2020	INVOICE	2021	2/22/20 PRESENTATION	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10246 02/19/2020	WILKINSON, JESSICA INVOICE	013120LIBR	TRANSFORM TEEN SERVICES WORKSHOP	108.38	
			Total:	108.38	
			Net of 1 Invoices / 0 Checks	108.38	
02186 02/19/2020	WILLCO INC INVOICE	9738	EXTREME COAT GEN 1, GREY	2,556.00	
			Total:	2,556.00	
			Net of 1 Invoices / 0 Checks	2,556.00	
10334 02/19/2020	YUTAN RURAL FIRE DISTRICT NO. 12 INVOICE	020120RESCUE	ICE RESCUE CLASS-EQUIPMENT RENTAL	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
01444 02/19/2020	ZEGERS AUTOMOTIVE INVOICE	34433	WHEEL ALIGNMENT	55.81	
			Total:	55.81	
			Net of 1 Invoices / 0 Checks	55.81	
			invoices and 0 checks for 162 vendors:	1,407,349.11	

NOTICE OF PUBLIC HEARING ON CDBG COMMUNITY DEVELOPMENT PROGRAM FUNDS

NOTICE IS HEREBY GIVEN that on February 18, 2020, at 7:00 p.m. in the City of Columbus Council Chambers, 1369 25 Avenue, the Mayor and City Council of the City of Columbus will hold a public hearing concerning an application to the Nebraska Department of Economic Development for a Community Development Block Grant (CDBG), 17-ED-005 (CHRE, LLC/Columbus Hydraulics Company, LLC.) This grant funding is available to local governments for community development activities. A public hearing is required for these CDBG funded activities to obtain citizen input, comments, or opinions with regard to the program or project performance.

The grant application will be available for public inspection in the office of the City Clerk at City Hall, 2424 14 Street, Columbus, Nebraska. All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding the grant project. Written testimony will also be accepted at the public hearing scheduled for 7:00 p.m., February 18, 2020, in the City of Columbus Council Chambers, 1369 25 Avenue, Columbus, Nebraska. Written comments addressed to Janelle Kline, Columbus City Clerk, at 2424 14 Street, Columbus, Nebraska, 68661, will be accepted if received on or before February 18, 2020.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact Janelle Kline, Columbus City Clerk, at 2424 14 Street, Columbus, Nebraska, 68661, 402-562-4224 no later than February 14, 2020.

.....

Publish: 02:07:2020

Send Proofs of Publication to:

**Columbus City Clerk
Janelle Kline
2424 14 Street
Columbus, NE 68601**

and

**NENEDD
Jeff Christensen
111 S. 1st Street
Norfolk, NE 687801**

The City of **Columbus**

MEMORANDUM

DATE: January 29, 2020
FROM: Jeff Christensen/Renee Whiting
TO: City Administrator/Mayor
RE: CDBG #17-ED-005 2nd Public Hearing

RECOMMENDATION:

NENEDD recommends the City Council open the public hearing for Community development Block Grant (CDBG) #17-ED-005 and then close the hearing after all comments have been received.

DISCUSSION:

To comply with grant requirements, a second public hearing must be held to allow the citizen participation on all CDBG projects. The grant being reviewed is #17-ED-005, which is a CDBG Economic Development grant. The project involves the expansion of a local business, Columbus Hydraulics Company, Inc. in Columbus, Nebraska. Columbus Hydraulics is building a 110,000 square foot manufacturing plant to be located on 19 acres just north of US Hwy 30 and just West of E. 29th Ave. in Columbus. In addition to the new building, an access road was constructed, and water and sewer placed to service the facility. The total project cost is approximately \$9,506,500 (not including road/utilities to the site) of which \$7,500,000 is the building and \$2,001,500 is equipment purchases. As of December 31, 2019, 44 jobs have been created that have benefited at least 51% low-to-moderate income persons and no persons were displaced as a result of the project.


FISCAL IMPACT:

The City has received \$144,142.59 new CDBG funds and used \$92,000 of its CDBG Program income to lend to the business to purchase equipment to date, and received \$2,192.14 for general administration.

ALTERNATIVE:

CONCURRENCE:

SIGNATURE:

Approved By:  _____

LIQUOR LICENSE NOTICE

NOTICE IS HEREBY GIVEN THAT on December 12, 2019, Family Dollar, Inc. dba Family Dollar 35650 made application to the Nebraska Liquor Control Commission for a Retail Class "B" Beer, Off Sale Only Liquor License at 2007 23 Street, Columbus, Nebraska. A copy of said application was received from the Nebraska Liquor Control Commission by the City Clerk's Office on January 9, 2020.

Said application will be submitted to the City Council at a meeting to be held in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska on the 3rd day of February, 2020 at 7:00 p.m., at which time protests against and recommendations for the granting of said license will be heard.

City of Columbus, Nebraska
BY: Janelle Kline
City Clerk

Publish 01:23:20
Two Affidavits of Publication

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: January 13, 2020

DUE DATE: February 3, 2020

Applicant Family Dollar, Inc.
Address 2007 23 Street, Columbus, NE 68601
Legal Description See Attached, Columbus, NE.

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 B
Existing Zoning: B-2
Existing Land Use: Business/Residential

Adjacent Land Use and Zoning:

North: B-2
South: R-1
East: B-2
West: B-2

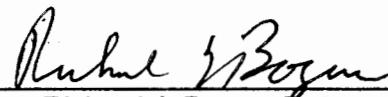
General Neighborhood/Area Land Uses: Commercial, single family residential

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): Expressway (US 30)

Street Width and Profile: 65' wide five lane undivided

Speed Limit: 35 mph

Average Daily Traffic Count: 23,155



Richard J. Bogus, P.E.
City Engineer



COLUMBUS POLICE DEPARTMENT

2419 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 *CS*

DATE: FEBRUARY 12, 2020

SUBJECT: LIQUOR LICENSE APPLICATION
FAMILY DOLLAR
2007 23RD STREET
COLUMBUS, NEBRASKA

DISTRICT STORE MANAGER: JAMES CUNDARI

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

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

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

The Columbus Police Department has no recommendation.

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

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

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

The area is zoned for business.

- E. Sanitation or sanitary conditions on or about the proposed licensed premises:
Sanitation or sanitary conditions are in order.
- F. The existence of a citizen's protest or opposition to the application:
There is no known citizen protest or opposition to the application.
- G. The existing population and projected growth within the jurisdiction of the local governing body and within the area to be served:
There is normal projected population growth within the jurisdiction of the local governing body and within the area to be served.
- H. The existing liquor licenses, the class of each such license, and the distance and times of travel between establishments issued such licenses:
The existing liquor licenses in the area include two to the east: Walgreen's Pharmacy and CVS Pharmacy.
- I. Whether the proposed license would be compatible with the neighborhood or community where the proposed premises are located:
The proposed license is compatible with this area.
- J. Whether the type of business or activity proposed to be operated or presently operated in conjunction with the proposed license is and will be consistent with the public interest as declared in section 53-101.01:
The type of business and activity proposed will be consistent with public intent.
- K. Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with section 53-102:
There is no evidence shown that the applicant will not ensure that all alcoholic beverages will be handled by persons in accordance with section 53-102.
- L. Whether the applicant has taken every reasonable precaution to protect against the possibility of shoplifting of alcoholic liquor, which alcoholic liquor shall be displayed and kept in and sold from an area which is reasonably secured:

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

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

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

- Q. Whether the applicant or the applicant's representatives suppressed any fact or provided any inaccurate information to the commission or local 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.

- R. 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:

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

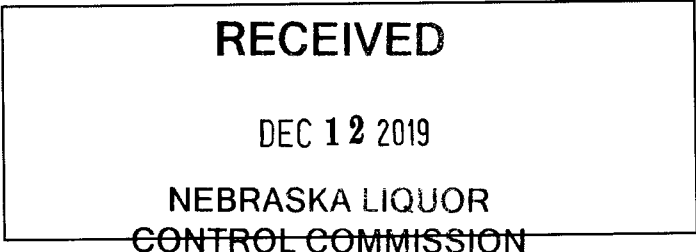
Activities will not create unreasonable noise.

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

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

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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/



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

- RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
 - 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 license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name Veronica Britton Phone number: 813-273-5072

Firm Name GrayRobinson, PA

PREMISES INFORMATION

Trade Name (doing business as) Family Dollar #35650

Street Address #1 2007 23rd Street

Street Address #2 _____

City Columbus County Platte Zip Code 68601

Premises Telephone number 402-564-2124

Business e-mail address KBROW700@familydollar.com

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

Mailing address (where you want to receive mail from the Commission)

Name 500 Volvo Pkwy., Attn: Licensing, Chesapeake, VA 23320

Street Address #1 500 Volvo Pkwy., Attn: Licensing

Street Address #2 _____

City Chesapeake, State VA Zip Code 23320

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY**

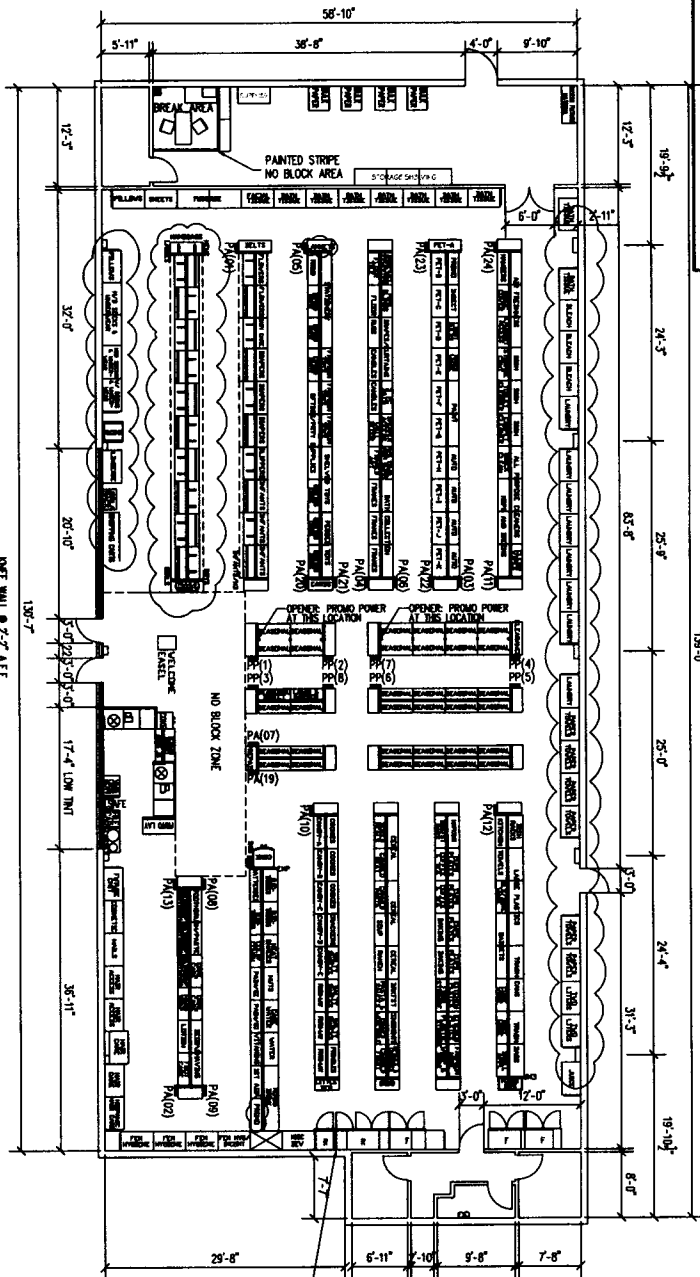
In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors of the building**.

**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 139 x width 59 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

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

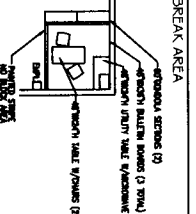
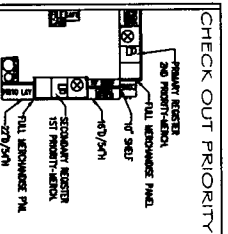
SPACE PROJECT SUPERVISOR:
 PLEASE DIRECT ANY QUESTIONS CONCERNING THE FUTURE LAYOUT AND/OR ADJUSTMENTS TO THE FOLLOWING STORE PLANNER: CHRISTI SUTTON (800) 547-0339 EXT. 7813
 PLEASE DIRECT ANY QUESTIONS CONCERNING THE SPECIFICATIONS AND MATERIALS TO THE FOLLOWING SPACE PLANNING ANALYST: LANSKY FREEMAN (800) 547-0339 EXT. 4042



138'-7"
 KNEE WALL @ 2'-2" AFF.
 GLASS TO 7'-4" ABOVE KNEE WALL

POWER PANEL LIST

PA (01)	SHOE CARE	PA (11)	WORK GLOVES
PA (02)	LIGHTERS	PA (12)	PLACEMATS
PA (03)	AIR FRESHENERS	PA (13)	WATCHES
PA (04)	BATTERIES	PA (19)	ELECTRONICS-PREPAID
PA (05)	DISNEY	PA (20)	PARTY-GIFT BAGS
PA (06)	SEWING NOTIONS	PA (21)	PARTY-GIFT BAGS
PA (07)	BSD GLASSES/SUN/READERS	PA (22)	PETS-TREATS
PA (08)	FRAGRANCES	PA (23)	PETS-TOYS
PA (09)	BODY SPRAYS	PA (24)	MIRROR
PA (10)	FRUIT		
		PP (1-8)	SEASONAL



CONCEPT PROGRAMS

APPAREL	30
ACCESS (JEWELRY)	10
CARDS/PARTY	N/A
FRUIT END CAPS	14
SEASONAL	36
FRAMED ART/DECOR	8
FASHION TOYS	YES
FASHION HOME	NO
FURNITURE	YES
CARDS	19
12 PARTY EXPANDED	NO
INFANTS	SEASONAL

POWER POLE LIST

TYPE	ITEM #	QTY
CHECKOUT - 15'	802659	2
UMCBU - 15'	802659	1
US - 15'	802025	0
PRC CUB - 15'	802629	0
ASE - 8'	802647	2
CBE - 15'	802659	1
COOLERS - 15'	802630	0
SECURITY NUMBER	N/A	1

NOTE: POWER POLE SHALL BE ORIGINATED FROM THE MAIN ELECTRICAL PANEL WITH COULERS & READY FOR COULERS.

FAMILY DOLLAR 10401 MONROE ROAD MATTHEWS, NC 28105

LOCATION: COLUMBUS, NE

STORE #: 5650

DESCRIPTION: MERCHANDISE PLAN

FORMAT: CR-2 RENOVATION

REVISIONS

NO.	DATE	DESCRIPTION
1	06/20/11	REVISED TO SHOW NEW LAYOUT
2	07/15/11	REVISED TO SHOW NEW LAYOUT
3	08/10/11	REVISED TO SHOW NEW LAYOUT
4	09/05/11	REVISED TO SHOW NEW LAYOUT
5	10/01/11	REVISED TO SHOW NEW LAYOUT
6	11/01/11	REVISED TO SHOW NEW LAYOUT
7	12/01/11	REVISED TO SHOW NEW LAYOUT
8	01/01/12	REVISED TO SHOW NEW LAYOUT
9	02/01/12	REVISED TO SHOW NEW LAYOUT
10	03/01/12	REVISED TO SHOW NEW LAYOUT
11	04/01/12	REVISED TO SHOW NEW LAYOUT
12	05/01/12	REVISED TO SHOW NEW LAYOUT
13	06/01/12	REVISED TO SHOW NEW LAYOUT
14	07/01/12	REVISED TO SHOW NEW LAYOUT
15	08/01/12	REVISED TO SHOW NEW LAYOUT
16	09/01/12	REVISED TO SHOW NEW LAYOUT
17	10/01/12	REVISED TO SHOW NEW LAYOUT
18	11/01/12	REVISED TO SHOW NEW LAYOUT
19	12/01/12	REVISED TO SHOW NEW LAYOUT
20	01/01/13	REVISED TO SHOW NEW LAYOUT
21	02/01/13	REVISED TO SHOW NEW LAYOUT
22	03/01/13	REVISED TO SHOW NEW LAYOUT
23	04/01/13	REVISED TO SHOW NEW LAYOUT
24	05/01/13	REVISED TO SHOW NEW LAYOUT
25	06/01/13	REVISED TO SHOW NEW LAYOUT
26	07/01/13	REVISED TO SHOW NEW LAYOUT
27	08/01/13	REVISED TO SHOW NEW LAYOUT
28	09/01/13	REVISED TO SHOW NEW LAYOUT
29	10/01/13	REVISED TO SHOW NEW LAYOUT
30	11/01/13	REVISED TO SHOW NEW LAYOUT
31	12/01/13	REVISED TO SHOW NEW LAYOUT
32	01/01/14	REVISED TO SHOW NEW LAYOUT
33	02/01/14	REVISED TO SHOW NEW LAYOUT
34	03/01/14	REVISED TO SHOW NEW LAYOUT
35	04/01/14	REVISED TO SHOW NEW LAYOUT
36	05/01/14	REVISED TO SHOW NEW LAYOUT
37	06/01/14	REVISED TO SHOW NEW LAYOUT
38	07/01/14	REVISED TO SHOW NEW LAYOUT
39	08/01/14	REVISED TO SHOW NEW LAYOUT
40	09/01/14	REVISED TO SHOW NEW LAYOUT
41	10/01/14	REVISED TO SHOW NEW LAYOUT
42	11/01/14	REVISED TO SHOW NEW LAYOUT
43	12/01/14	REVISED TO SHOW NEW LAYOUT
44	01/01/15	REVISED TO SHOW NEW LAYOUT
45	02/01/15	REVISED TO SHOW NEW LAYOUT
46	03/01/15	REVISED TO SHOW NEW LAYOUT
47	04/01/15	REVISED TO SHOW NEW LAYOUT
48	05/01/15	REVISED TO SHOW NEW LAYOUT
49	06/01/15	REVISED TO SHOW NEW LAYOUT
50	07/01/15	REVISED TO SHOW NEW LAYOUT
51	08/01/15	REVISED TO SHOW NEW LAYOUT
52	09/01/15	REVISED TO SHOW NEW LAYOUT
53	10/01/15	REVISED TO SHOW NEW LAYOUT
54	11/01/15	REVISED TO SHOW NEW LAYOUT
55	12/01/15	REVISED TO SHOW NEW LAYOUT
56	01/01/16	REVISED TO SHOW NEW LAYOUT
57	02/01/16	REVISED TO SHOW NEW LAYOUT
58	03/01/16	REVISED TO SHOW NEW LAYOUT
59	04/01/16	REVISED TO SHOW NEW LAYOUT
60	05/01/16	REVISED TO SHOW NEW LAYOUT
61	06/01/16	REVISED TO SHOW NEW LAYOUT
62	07/01/16	REVISED TO SHOW NEW LAYOUT
63	08/01/16	REVISED TO SHOW NEW LAYOUT
64	09/01/16	REVISED TO SHOW NEW LAYOUT
65	10/01/16	REVISED TO SHOW NEW LAYOUT
66	11/01/16	REVISED TO SHOW NEW LAYOUT
67	12/01/16	REVISED TO SHOW NEW LAYOUT
68	01/01/17	REVISED TO SHOW NEW LAYOUT
69	02/01/17	REVISED TO SHOW NEW LAYOUT
70	03/01/17	REVISED TO SHOW NEW LAYOUT
71	04/01/17	REVISED TO SHOW NEW LAYOUT
72	05/01/17	REVISED TO SHOW NEW LAYOUT
73	06/01/17	REVISED TO SHOW NEW LAYOUT
74	07/01/17	REVISED TO SHOW NEW LAYOUT
75	08/01/17	REVISED TO SHOW NEW LAYOUT
76	09/01/17	REVISED TO SHOW NEW LAYOUT
77	10/01/17	REVISED TO SHOW NEW LAYOUT
78	11/01/17	REVISED TO SHOW NEW LAYOUT
79	12/01/17	REVISED TO SHOW NEW LAYOUT
80	01/01/18	REVISED TO SHOW NEW LAYOUT
81	02/01/18	REVISED TO SHOW NEW LAYOUT
82	03/01/18	REVISED TO SHOW NEW LAYOUT
83	04/01/18	REVISED TO SHOW NEW LAYOUT
84	05/01/18	REVISED TO SHOW NEW LAYOUT
85	06/01/18	REVISED TO SHOW NEW LAYOUT
86	07/01/18	REVISED TO SHOW NEW LAYOUT
87	08/01/18	REVISED TO SHOW NEW LAYOUT
88	09/01/18	REVISED TO SHOW NEW LAYOUT
89	10/01/18	REVISED TO SHOW NEW LAYOUT
90	11/01/18	REVISED TO SHOW NEW LAYOUT
91	12/01/18	REVISED TO SHOW NEW LAYOUT
92	01/01/19	REVISED TO SHOW NEW LAYOUT
93	02/01/19	REVISED TO SHOW NEW LAYOUT
94	03/01/19	REVISED TO SHOW NEW LAYOUT
95	04/01/19	REVISED TO SHOW NEW LAYOUT
96	05/01/19	REVISED TO SHOW NEW LAYOUT
97	06/01/19	REVISED TO SHOW NEW LAYOUT
98	07/01/19	REVISED TO SHOW NEW LAYOUT
99	08/01/19	REVISED TO SHOW NEW LAYOUT
100	09/01/19	REVISED TO SHOW NEW LAYOUT
101	10/01/19	REVISED TO SHOW NEW LAYOUT
102	11/01/19	REVISED TO SHOW NEW LAYOUT
103	12/01/19	REVISED TO SHOW NEW LAYOUT
104	01/01/20	REVISED TO SHOW NEW LAYOUT
105	02/01/20	REVISED TO SHOW NEW LAYOUT
106	03/01/20	REVISED TO SHOW NEW LAYOUT
107	04/01/20	REVISED TO SHOW NEW LAYOUT
108	05/01/20	REVISED TO SHOW NEW LAYOUT
109	06/01/20	REVISED TO SHOW NEW LAYOUT
110	07/01/20	REVISED TO SHOW NEW LAYOUT
111	08/01/20	REVISED TO SHOW NEW LAYOUT
112	09/01/20	REVISED TO SHOW NEW LAYOUT
113	10/01/20	REVISED TO SHOW NEW LAYOUT
114	11/01/20	REVISED TO SHOW NEW LAYOUT
115	12/01/20	REVISED TO SHOW NEW LAYOUT
116	01/01/21	REVISED TO SHOW NEW LAYOUT
117	02/01/21	REVISED TO SHOW NEW LAYOUT
118	03/01/21	REVISED TO SHOW NEW LAYOUT
119	04/01/21	REVISED TO SHOW NEW LAYOUT
120	05/01/21	REVISED TO SHOW NEW LAYOUT
121	06/01/21	REVISED TO SHOW NEW LAYOUT
122	07/01/21	REVISED TO SHOW NEW LAYOUT
123	08/01/21	REVISED TO SHOW NEW LAYOUT
124	09/01/21	REVISED TO SHOW NEW LAYOUT
125	10/01/21	REVISED TO SHOW NEW LAYOUT
126	11/01/21	REVISED TO SHOW NEW LAYOUT
127	12/01/21	REVISED TO SHOW NEW LAYOUT
128	01/01/22	REVISED TO SHOW NEW LAYOUT
129	02/01/22	REVISED TO SHOW NEW LAYOUT
130	03/01/22	REVISED TO SHOW NEW LAYOUT
131	04/01/22	REVISED TO SHOW NEW LAYOUT
132	05/01/22	REVISED TO SHOW NEW LAYOUT
133	06/01/22	REVISED TO SHOW NEW LAYOUT
134	07/01/22	REVISED TO SHOW NEW LAYOUT
135	08/01/22	REVISED TO SHOW NEW LAYOUT
136	09/01/22	REVISED TO SHOW NEW LAYOUT
137	10/01/22	REVISED TO SHOW NEW LAYOUT
138	11/01/22	REVISED TO SHOW NEW LAYOUT
139	12/01/22	REVISED TO SHOW NEW LAYOUT
140	01/01/23	REVISED TO SHOW NEW LAYOUT
141	02/01/23	REVISED TO SHOW NEW LAYOUT
142	03/01/23	REVISED TO SHOW NEW LAYOUT
143	04/01/23	REVISED TO SHOW NEW LAYOUT
144	05/01/23	REVISED TO SHOW NEW LAYOUT
145	06/01/23	REVISED TO SHOW NEW LAYOUT
146	07/01/23	REVISED TO SHOW NEW LAYOUT
147	08/01/23	REVISED TO SHOW NEW LAYOUT
148	09/01/23	REVISED TO SHOW NEW LAYOUT
149	10/01/23	REVISED TO SHOW NEW LAYOUT
150	11/01/23	REVISED TO SHOW NEW LAYOUT
151	12/01/23	REVISED TO SHOW NEW LAYOUT
152	01/01/24	REVISED TO SHOW NEW LAYOUT
153	02/01/24	REVISED TO SHOW NEW LAYOUT
154	03/01/24	REVISED TO SHOW NEW LAYOUT
155	04/01/24	REVISED TO SHOW NEW LAYOUT
156	05/01/24	REVISED TO SHOW NEW LAYOUT
157	06/01/24	REVISED TO SHOW NEW LAYOUT
158	07/01/24	REVISED TO SHOW NEW LAYOUT
159	08/01/24	REVISED TO SHOW NEW LAYOUT
160	09/01/24	REVISED TO SHOW NEW LAYOUT
161	10/01/24	REVISED TO SHOW NEW LAYOUT
162	11/01/24	REVISED TO SHOW NEW LAYOUT
163	12/01/24	REVISED TO SHOW NEW LAYOUT
164	01/01/25	REVISED TO SHOW NEW LAYOUT
165	02/01/25	REVISED TO SHOW NEW LAYOUT
166	03/01/25	REVISED TO SHOW NEW LAYOUT
167	04/01/25	REVISED TO SHOW NEW LAYOUT
168	05/01/25	REVISED TO SHOW NEW LAYOUT
169	06/01/25	REVISED TO SHOW NEW LAYOUT
170	07/01/25	REVISED TO SHOW NEW LAYOUT
171	08/01/25	REVISED TO SHOW NEW LAYOUT
172	09/01/25	REVISED TO SHOW NEW LAYOUT
173	10/01/25	REVISED TO SHOW NEW LAYOUT
174	11/01/25	REVISED TO SHOW NEW LAYOUT
175	12/01/25	REVISED TO SHOW NEW LAYOUT
176	01/01/26	REVISED TO SHOW NEW LAYOUT
177	02/01/26	REVISED TO SHOW NEW LAYOUT
178	03/01/26	REVISED TO SHOW NEW LAYOUT
179	04/01/26	REVISED TO SHOW NEW LAYOUT
180	05/01/26	REVISED TO SHOW NEW LAYOUT
181	06/01/26	REVISED TO SHOW NEW LAYOUT
182	07/01/26	REVISED TO SHOW NEW LAYOUT
183	08/01/26	REVISED TO SHOW NEW LAYOUT
184	09/01/26	REVISED TO SHOW NEW LAYOUT
185	10/01/26	REVISED TO SHOW NEW LAYOUT
186	11/01/26	REVISED TO SHOW NEW LAYOUT
187	12/01/26	REVISED TO SHOW NEW LAYOUT
188	01/01/27	REVISED TO SHOW NEW LAYOUT
189	02/01/27	REVISED TO SHOW NEW LAYOUT
190	03/01/27	REVISED TO SHOW NEW LAYOUT
191	04/01/27	REVISED TO SHOW NEW LAYOUT
192	05/01/27	REVISED TO SHOW NEW LAYOUT
193	06/01/27	REVISED TO SHOW NEW LAYOUT
194	07/01/27	REVISED TO SHOW NEW LAYOUT
195	08/01/27	REVISED TO SHOW NEW LAYOUT
196	09/01/27	REVISED TO SHOW NEW LAYOUT
197	10/01/27	REVISED TO SHOW NEW LAYOUT
198	11/01/27	REVISED TO SHOW NEW LAYOUT
199	12/01/27	REVISED TO SHOW NEW LAYOUT
200	01/01/28	REVISED TO SHOW NEW LAYOUT
201	02/01/28	REVISED TO SHOW NEW LAYOUT
202	03/01/28	REVISED TO SHOW NEW LAYOUT
203	04/01/28	REVISED TO SHOW NEW LAYOUT
204	05/01/28	REVISED TO SHOW NEW LAYOUT
205	06/01/28	REVISED TO SHOW NEW LAYOUT
206	07/01/28	REVISED TO SHOW NEW LAYOUT
207	08/01/28	REVISED TO SHOW NEW LAYOUT
208	09/01/28	REVISED TO SHOW NEW LAYOUT
209	10/01/28	REVISED TO SHOW NEW LAYOUT
210	11/01/28	REVISED TO SHOW NEW LAYOUT
211	12/01/28	REVISED TO SHOW NEW LAYOUT
212	01/01/29	REVISED TO SHOW NEW LAYOUT
213	02/01/29	REVISED TO SHOW NEW LAYOUT
214	03/01/29	REVISED TO SHOW NEW LAYOUT
215	04/01/29	REVISED TO SHOW NEW LAYOUT
216	05/01/29	REVISED TO SHOW NEW LAYOUT
217	06/01/29	REVISED TO SHOW NEW LAYOUT
218	07/01/29	REVISED TO SHOW NEW LAYOUT
219	08/01/29	REVISED TO SHOW NEW LAYOUT
220	09/01/29	REVISED TO SHOW NEW LAYOUT
221	10/01/29	REVISED TO SHOW NEW LAYOUT
222	11/01/29	REVISED TO SHOW NEW LAYOUT
223	12/01/29	REVISED TO SHOW NEW LAYOUT
224	01/01/30	REVISED TO SHOW NEW LAYOUT
225	02/01/30	REVISED TO SHOW NEW LAYOUT
226	03/01/30	REVISED TO SHOW NEW LAYOUT
227	04/01/30	REVISED TO SHOW NEW LAYOUT
228	05/01/30	REVISED TO SHOW NEW LAYOUT
229	06/01/30	REVISED TO SHOW NEW LAYOUT
230	07/01/30	REVISED TO SHOW NEW LAYOUT
231	08/01/30	REVISED TO SHOW NEW LAYOUT
232	09/01/30	REVISED TO SHOW NEW LAYOUT
233	10/01/30	REVISED TO SHOW NEW LAYOUT
234	11/01/30	REVISED TO SHOW NEW LAYOUT
235	12/01/30	REVISED TO SHOW NEW LAYOUT
236	01/01/31	REVISED TO SHOW NEW LAYOUT
237	02/01/31	REVISED TO SHOW NEW LAYOUT
238	03/01/31	REVISED TO SHOW NEW LAYOUT
239	04/01/31	REVISED TO SHOW NEW LAYOUT
240	05/01/31	REVISED TO SHOW NEW LAYOUT
241	06/01/31	REVISED TO SHOW NEW LAYOUT
242	07/01/31	REVISED TO SHOW NEW LAYOUT
243	08/01/31	REVISED TO SHOW NEW LAYOUT
244	09/01/31	REVISED TO SHOW NEW LAYOUT
245	10/01/31	REVISED TO SHOW NEW LAYOUT
246	11/01/31	REVISED TO SHOW NEW LAYOUT
247	12/01/31	REVISED TO SHOW NEW LAYOUT
248	01/01/32	REVISED TO SHOW NEW LAYOUT
249	02/01/32	REVISED TO SHOW NEW LAYOUT
250	03/01/32	REVISED TO SHOW NEW LAYOUT
251	04/01/32	REVISED TO SHOW NEW LAYOUT
252	05/01/32	REVISED TO SHOW NEW LAYOUT
253	06/01/32	REVISED TO SHOW NEW LAYOUT
254	07/01/32	REVISED TO SHOW NEW LAYOUT
255	08/01/32	REVISED TO SHOW NEW LAYOUT
256	09/01/32	REVISED TO SHOW NEW LAYOUT
257	10/01/32	REVISED TO SHOW NEW LAYOUT
258	11/01/32	REVISED TO SHOW NEW LAYOUT
259	12/01/32	REVISED TO SHOW NEW LAYOUT
260	01/01/33	REVISED TO SHOW NEW LAYOUT
261	02/01/33	REVISED TO SHOW NEW LAYOUT
262	03/01/33	REVISED TO SHOW NEW LAYOUT
263	04/01/33	REVISED TO SHOW NEW LAYOUT
264	05/01/33	REVISED TO SHOW NEW LAYOUT
265	06/01/33	REVISED TO SHOW NEW LAYOUT
266	07/01/33	REVISED TO SHOW NEW LAYOUT
267	08/01/33	REVISED TO SHOW NEW LAYOUT
268	09/01/33	REVISED TO SHOW NEW LAYOUT
269	10/01/33	REVISED TO SHOW NEW LAYOUT
270	11/01/33	REVISED TO SHOW NEW LAYOUT
271	12/01/33	REVISED TO SHOW NEW LAYOUT
272	01/01/34	REVISED TO SHOW NEW LAYOUT
273	02/01/34	REVISED TO SHOW NEW LAYOUT
274	03/01/34	REVISED TO SHOW NEW LAYOUT
275	04/01/34	REVISED TO SHOW NEW LAYOUT
276	05/01/34	REVISED TO SHOW NEW LAYOUT
277	06/01/34	REVISED TO SHOW NEW LAYOUT
278	07/01/34	REVISED TO SHOW

APPLICANT 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 XXX 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

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

 YES XXX NO

If yes, give name of business and liquor license number _____

- a) Submit a copy of the sales 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

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

 YES XXX NO

If yes, give name and license number _____

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

 YES XXX NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

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

_____ YES XXX 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 XXX NO

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

No silent partners

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

_____ YES XXX 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 the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

_____ YES XXX NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

9. Is anyone listed on this application a law enforcement officer?

_____ YES XXX NO

If yes, list the person, the law enforcement agency involved and the person’s exact duties.

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

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

Bank of America - Gary Philbin

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.

See the attached list

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)

List of NLCC certified training programs

Experience:

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

13. If the property for which this license is sought 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 show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

xx Lease: expiration date _____
 _____ Deed
 _____ Purchase Agreement

14. When do you intend to open for business? Current business adding beer sales

15. What will be the main nature of business? Retail store

16. What are the anticipated hours of operation? 9 am - 9 pm - Monday - Sunday

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Chesapeake, VA	2019	Present	Chesapeake, VA	2019	Present
Wesley Chapel, NC	2017	2019	Wesley Chapel, NC	2017	2019
Waxhaw, NC	2008	2017	Waxhaw, NC	2008	2017

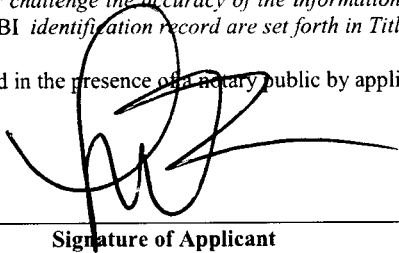
If necessary attach a separate sheet.

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 in the presence of a notary public by applicant(s) and spouse(s). See [guideline](#) for required signatures



 Signature of Applicant

 Signature of Spouse

Lonnie W. McCaffety , President

 Print Name

 Print Name

 Signature of Applicant

 Signature of Spouse

 Print Name

 Print Name

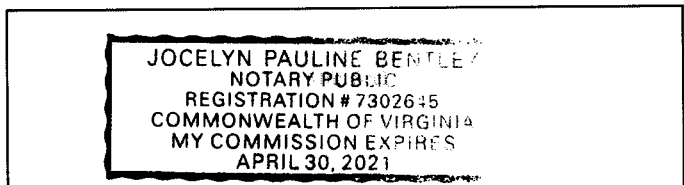
ACKNOWLEDGEMENT

State of ~~Nebraska~~ ^{Virginia}
 County of Chesapeake
 City _____
10/2/19 date

The foregoing instrument was acknowledged before me this
 by Lonnie W. McCaffety
 name of person(s) acknowledged (individual(s) signing)

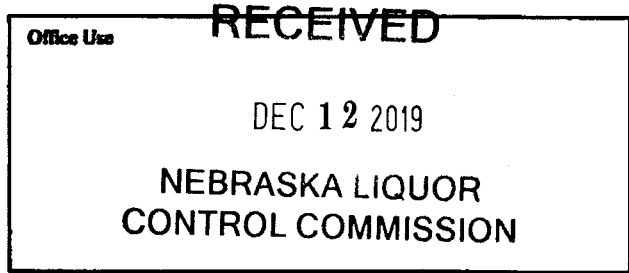


 Notary Public signature



**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.


Signature of NON-PARTICIPATING SPOUSE
Sandra Mendez-McCaffety

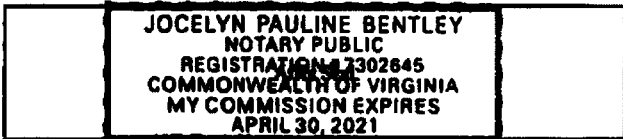
Print Name

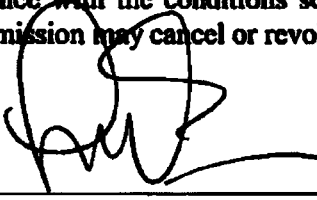
State of Virginia City ~~Nebraska~~, County of Chesapeake

The foregoing instrument was acknowledged before me
this July 30, 2019 (date)

by Sandra Mendez - McCaffety
Joelyn P. Bentley JB
Name of person acknowledged
(Individual signing document)


Notary Public Signature




Signature of APPLICANT
Lonnie W. McCaffety

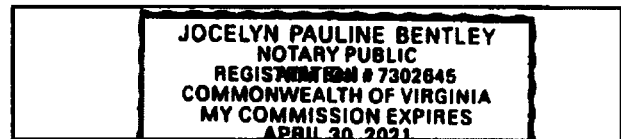
Print Name

State of Virginia City ~~Nebraska~~, County of Chesapeake

The foregoing instrument was acknowledged before me
this July 30, 2019 (date)

by Lonnie W. McCaffety
Joelyn P. Bentley JB
Name of person acknowledged
(Individual signing document)

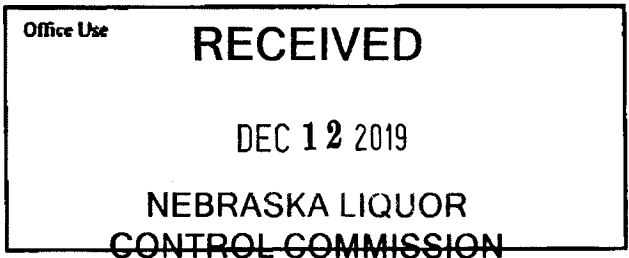

Notary Public Signature



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.

APPLICATION FOR LIQUOR LICENSE CORPORATION INSERT - FORM 3a

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



Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License Form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation

Name of Registered Agent: CSC-Lawyers Incorporating Service Company

Name of Corporation that will hold license as listed on the Articles
Family Dollar Inc.

Corporation Address: 500 Volvo Pkwy., Attn: Licensing,

City: Chesapeake State: VA Zip Code: 23320

Corporation Phone Number: 757-698-7539 Fax Number: _____

Total Number of Corporation Shares Issued: 0

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: McCaffety First Name: Lonnie MI: W

Home Address: 313 Sawdor Crossing, City: Chesapeake

State: VA Zip Code: 23322 Home Phone Number: 832-457-9491

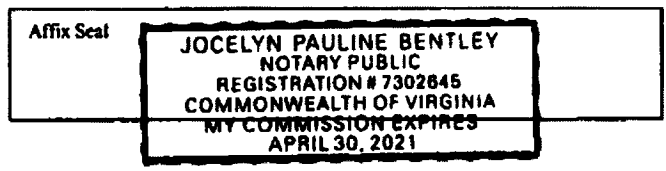
Signature of President/CEO

ACKNOWLEDGEMENT

State of Virginia
County of Chesapeake
City
Date 10/2/19

The foregoing instrument was acknowledged before me this
by Lonnie W. McCaffety
name of person acknowledge

Jocelyn P. Bentley
Jocelyn P. Bentley



List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Family Dollar Stores, Inc. First Name: _____ MI: _____
Social Security Number: N/A Date of Birth: N/A
Title: Stockholder Number of Shares 100%
Spouse Full Name (indicate N/A if single): N/A
Spouse Social Security Number: N/A Date of Birth: _____

Last Name: McCaffety First Name: Lonnie MI: W
Social Security Number: _____ Date of Birth: _____
Title: President Number of Shares 0
Spouse Full Name (indicate N/A if single): Sandra Mendez McCaffety
Spouse Social Security Number: _____ Date of Birth: _____

Last Name: Dean First Name: Roger MI: W
Social Security Number: _____ Date of Birth: _____
Title: Vice President/Treasurer Number of Shares 0
Spouse Full Name (indicate N/A if single): Deanna K. Dean
Spouse Social Security Number: _____ Date of Birth: _____

Last Name: Boscia First Name: Sandra MI: L
Social Security Number: _____ Date of Birth: _____
Title: Asst. Secretary Number of Shares 0
Spouse Full Name (indicate N/A if single): Ralph A. Boscia
Spouse Social Security Number: _____ Date of Birth: _____

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: Elder First Name: Jonathan MI: L

Social Security Number: _____ Date of Birth: _____

Title: Vice President - Tax Number of Shares 0

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying corporation controlled by another corporation/company?

YES

NO

If yes, complete controlling corporation insert form 185

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: 02/01/19

Ending Date: 01/31/20

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID # n/a

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

Nebraska Secretary of State

FAMILY DOLLAR, INC.

Fri Dec 13 12:19:05 2019

SOS Account Number

1598680

Status

Active

Principal Office Address

500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

Registered Agent and Office Address

THE PRENTICE HALL CORPORATION SYSTEM, INC.
233 SOUTH 13TH STREET
SUITE 1900
LINCOLN, NE 68508

Nature of Business

RETAIL OPERATIONS

Entity Type

Foreign Corp

Qualifying State: NC

Date Filed

Dec 15 1997

Corporation Position	Name	Address
President	LONNIE W MCCAFFETY	10401 MONROE ROAD MATTHEWS, NC 28105
Secretary	WILLIAM A OLD, JR.	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Treasurer	ROGER DEAN	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Director	WILLIAM A OLD, JR.	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Director	KEVIN S WAMPLER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Assistant Secretary	SANDRA L BOSCIA	10401 MONROE ROAD MATTHEWS, NC 28105
VP	ROGER DEAN	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
VP	JONATHAN ELDER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
VP	KRISTINE GENTILELLA	10401 MONROE ROAD MATTHEWS, NC 28105

**CONTROLLING CORPORATION
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

Office Use

Attach copy of Articles as filed with the Nebraska Secretary of State - §53-126

Name and address of the controlling corporation of the applying corporation

Controlling Corporation Name: Family Dollar Stores, Inc.
Controlling Corporation Address: 500 Volvo Pkwy., Attn: Licensing,
City: Chesapeake State: VA Zip Code: 23320

Provide the names of the top four officer/members of the controlling corporation

1. Full Name: Duncan MacNaughton
Job Title: President
2. Full Name: Tom O' Boyle
Job Title: Chief Operating Officer
3. Full Name: Betty Click
Job Title: Chief Human Resources Officer
4. Full Name: David Jacobs
Job Title: Chief Strategy Officer

Nebraska Secretary of State

FAMILY DOLLAR STORES, INC.

Fri Dec 13 12:20:05 2019

SOS Account Number

1912239291

Status

Active

Principal Office Address

500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

Registered Agent and Office Address

THE PRENTICE-HALL CORPORATION SYSTEM, INC.
SUITE 1900
233 SOUTH 13TH STREET
LINCOLN, NE 68508-0000

Nature of Business

Not Available

Entity Type

Foreign Corp

Qualifying State: DE

Date Filed

Dec 06 2019

Filed Documents

Filed documents for FAMILY DOLLAR STORES, INC. 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	
Foreign Authority	Dec 06 2019	\$3.60 = 8 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

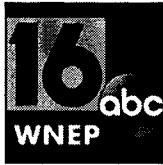
- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

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 Good Standing - USPS Mail Delivery
\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.



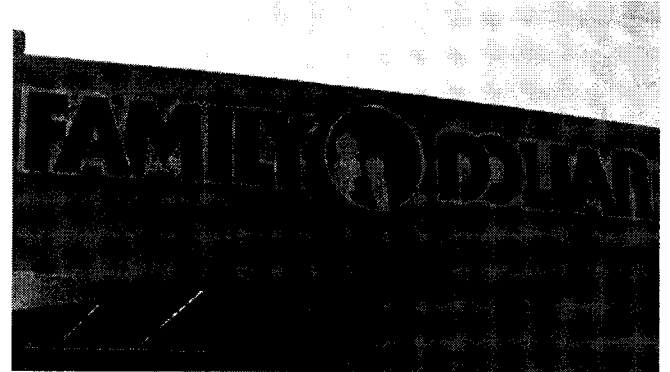
We'd like to send you notifications for the latest news and updates.

NO THANKS

ALLOW

STATION

Dollar Tree, the owner of Family Dollar, announced Thursday that it plans to start selling alcohol in 1,000 Family Dollar stores.



The discount chain also said it will expand freezers and coolers in 400 Family Dollar stores.

This is all part of an expansion plan after the company bought Family Dollar in 2015.

Dollar Tree says it will also rebrand about 200 Family Dollar stores to Dollar Tree.

According to the company, it plans to start selling items costing more than \$1 as a part of *Dollar Tree Plus!*

Back in March, Family Dollar announced it will close nearly 400 stores this year.

There is no word if this will affect any Family Dollar or Dollar Tree stores in our area.

RELATED STORIES

Family Dollar Will Close Nearly 400 Stores

Activist Wants Dollar Tree to Sell Stuff for More Than \$1

Family Dollar

Alcohol Management Plan

This document will detail Family Dollar's commitment and focus on creating an environment that is safe and secure. Our goal is to have an informed and observant team equipped to successfully handle all day-to-day activities.

Though the sale of Alcohol like Tobacco has its own set of procedures to follow, Family Dollar has addressed and intergraded those procedures in the same manner outlined in our Mission Statement and Commitment to our Values.

Family Dollar's success is built on the foundation of providing baseline knowledge along with in-depth training on topics that must be compliant from the first day of our associates' careers with Family Dollar. This training instructs them on how to act during a potential harmful occurrence and what to look for to identify a possible situation before it happens along with procedures to reduce any associated loss. This will ultimately reduce the frequency of these acts.

Document #1 lists the 20 online learning classes downloaded into the Family Dollar University file that each Associate must complete. Reading the list from bottom to top is the order of the online classes that are downloaded in the Family Dollar University File. The five classes that are on the bottom of this list must be completed before the new Associate can be placed on their own at our registers. Documents 2, 3, 4 and 5 are print screens of the 5th class titled "Keeping you Safe and Secure."

Our commitment to our Associate team is best stated on Document #3 under the heading "What's in it for Me?" At Family Dollar, we believe that our team members are our most important asset, therefore, ensuring that their personal safety is our first priority.

Another resource Family Dollar provides to every team member is our Store Operating Procedure (SOP), which can be accessed through our Store Portal. The SOP documents are listed by topic: Merchandising, Safety, Loss Prevention, Human Resources, etc. Each topic has multiple tabs that create ease in searching for specific procedures. Under the "Safety" topic, a few of the tabs

October- Robbery Prevention
November- Burglary Prevention
December- Store Safes

The order of the topics is not random; it is based on Store Operations; business, sales, increased staffing and even seasonal effects such as happens in June, when the days start getting longer and more people are out and about.

Another source that is used to initiate leadership conversations on certain topics is our Monthly Safety Calendar. The process is that every year the company sends each store that year's calendar. Then each month, a member of management speaks to each associate and has him or her sign the Calendar page. Documents 8 and 9 are copies of the calendar months of August and November 2018.

An additional procedure used by Family Dollar to ensure that policies and procedures are being followed is the LP1 audit. This audit is used when the Regional Loss Prevention Manager visits a location. Along with corporate visits, the Store Manager is required to perform a Self-Audit once a quarter. The store is graded on four topics: Cash Control, Physical Security, Integrity and inventory Control. A failing grade is 84% compliance. The LP1 Audit is retained in the Store Log Book for District Managers to review.

Another training and accountability tool is the Loss Prevention Awareness Checklist. A copy of each checklist is printed off of the store portal and reviewed with the store associates, and then signed by the associate and filed in the Store Log Book for review by the District Manager and Corporate visitors. The compliance of this checklist is a heavily weighed question on the LP1 audit. Document 15 A&B is a copy of this checklist.

Additionally, more training tools have been designed and implemented. When Store Managers are training new Assistant Store Managers or a newly assigned Store Manager they are given a closing MOD checklist and opening MOD Checklist. This checklist helps to build good habits and to follow the outlined policies and procedures of Family Dollar. These checklists serve as a step-by-step order to the newly assigned ASM

or Store Manager on how to close or open a Family Dollar store. Documents 16 A & B and 17 are the checklists.

Another safety device is that every store is equipped with a door chime that is motion-activated when a person enters or exit the store. This chime is designed to alert the associate(s) that there is activity at the front-door area of the store.

All of our stores are also equipped with a surveillance camera system that monitors the cash register area, front doors, receiving and stockroom area, along with certain high-loss merchandise categories. Store layouts also ensure that a camera also surveys the beer and wine locations of the store.

To conclude, Family Dollar's commitment to a safe and secure store is not implemented solely in a higher risk location. These procedures are rolled out throughout the entire company. The expectation is that every store follows the company's policy and procedures because no one really knows when or where an act of violence or harmful activity will occur, so every associate must be trained on what to do if an occurrence happens. If we create an environment of awareness, expectation and alertness, a culture in which every associate must do their part to keep their store secure and to remain focused on reducing loss, it will help our stores from being identified as easy targets.

are Customer Theft, Robbery Response, Closing the Store and Cash Handling Procedures. If you look at Document #1, you will see that the fourth class that a new associate takes is "The Store Portal Overview," which teaches him or her how to navigate through the valuable content of the Store Portal.

Along with the online learning process, Family Dollar has installed and implemented scheduled times throughout the year to revisit certain topics that are designed to help keep our stores, safe and to refresh our associates on each of our roles in reducing loss of any kind, mainly our first priority, if a harmful act happens in one of our stores.

Another company program is the Robbery Response Packet. Each page of this Packet is posted on the Loss Prevention Bulletin Board in the associate breakroom. There is also a packet at each register for quick response if a robbery happens at one of our stores. This packet is first introduced to the associate when he or she takes the online learning class labeled "Keeping you Safe and Secure." Documents 10, 11, 12, 13, and 14 comprise the Robbery Response Packet.

Another one of these scheduled times is found in our Store Log Book labeled "Loss Prevention Topic of the Month" checklist. The process is that a member of management walks through the checklist to ensure that all the procedures are being followed; if a procedure is not followed 100%, they immediately correct it to get it up to standard. This also creates a leadership moment to revisit with our associates why and what is in it for them when we follow Safety and Loss Prevention procedures. Each month has a different Topic. Documents 6 and 7 are copies of October and August Checklists. This is the list of the Loss Prevention Topic of the Month:

January- Key and Access Control

February- CCTV/ Detailed POS Overview March- Check-Point Procedures

April- Store Closing Procedures

May- Store Billing Summary

June- Robbery Prevention

July- Burglary Prevention

August- CCTV and POS Detail Overview September- Checkpoint

Store # 25650

STATE OF NEBRASKA

SECOND AMENDMENT TO LEASE AGREEMENT

COUNTY OF PLATTE

~~THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this 2nd day of April, 2018, (the "Effective Date") by and between TRILOGE REALTY, LLC, a Nebraska limited liability company, successor in interest to Ernst Realty, LLC, ("Landlord"), and FAMILY DOLLAR, INC., a North Carolina corporation, ("Tenant").~~

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated December 17, 2002, (the "Original Lease") as amended by that First Amendment to Lease Agreement dated April 22, 2013, (collectively, the "Lease") with respect to certain premises situated in the Landlord's shopping center located at the southwest corner of the intersection of 23rd Street (U.S. Highway 30) and Pershing Road, in the City of Columbus, County of Platte, State of Nebraska, as more specifically described in the Lease (the "Demised Premises") and identified by Tenant as Store # 25650 (formerly known as Store # 5650); and

WHEREAS, the current term of the Lease, being the first extended term, expires June 30, 2018; and

WHEREAS, Landlord and Tenant have reached an agreement to extend the Lease as provided herein;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants hereinafter contained, Landlord and Tenant agree that:

1. EXTENDED TERM AND RENT. The current term of the Lease, being the first extended term, is scheduled to expire on June 30, 2018. Landlord and Tenant agree that the first extended term is hereby lengthened to extend through June 30, 2023. Beginning July 1, 2018 and continuing through June 30, 2023, fixed rent will remain FIVE THOUSAND THREE HUNDRED THIRTY THREE AND 34/100 Dollars per month (\$64,000.08/annum) plus a percentage rent equal to 2% of gross sales (as defined in Paragraph 1 of the Original Lease) in excess of \$3,350,000.00 made by Tenant from the Demised Premises during each lease year.

The Lease provides for three remaining extended terms of five years each (the second, third and fourth extended terms). The fixed rent and other terms of the extended terms will be as set forth in Paragraph 6 of the Original Lease, except that the second extended term will commence on July 1, 2023, unless Tenant cancels such extended term as provided in the Lease.

For all purposes under the Lease, as amended by this Amendment, the phrases "the term of this Lease" and "lease term" will mean the current term, as extended, and any extended term that comes into effect pursuant to the Lease as amended.

[Handwritten signature]
DWH

Store #25650 Columbus, NE Renewal

2. NOTICES. Landlord's address in Paragraph 24 of the Original Lease is deleted and replaced with the following:

As to Landlord: TRILOGE REALTY, LLC
615 East 23rd Street
Columbus, Nebraska 68601

3. ELECTRONICALLY DELIVERED SIGNATURES/COUNTERPARTS. This Amendment may be executed in any number of counterparts with the same effect as if all signatures on the counterpart pages appeared in the same instrument. When this Amendment is signed by Landlord or Tenant, Landlord or Tenant may deliver copies of this Amendment to the other party via electronic delivery, including, without limitation, e-mail or fax. Delivery of a party's signed counterpart of this Amendment via electronic delivery will be as valid and binding upon the parties as are original ink signatures.

4. LANDLORD AND TENANT WARRANTIES. Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment for the present term and all extensions. In addition, Landlord's representations, covenants and warranties of title and authority set forth in the Lease are hereby renewed and restated by Landlord. Landlord also represents and warrants that no consent or approval of any mortgagee of the demised premises or any other entity is required.

Tenant represents and warrants that Tenant has full right and lawful authority to enter into this Amendment.

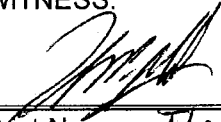
It is mutually understood and agreed that the Lease will remain in full force and effect except as specifically modified and amended by this Amendment. All covenants, terms, obligations and conditions of the Lease, which are not modified or amended, are hereby ratified and confirmed.



Store #25650 Columbus, NE Renewal

Landlord and Tenant have caused this Amendment to be duly signed and sealed.

WITNESS:


Print Name: Thomas M. Masl

LANDLORD
TRILOGE REALTY, LLC

By:  (SEAL)
Print Name: James J. Ernst

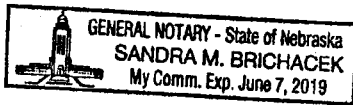
STATE OF Nebraska

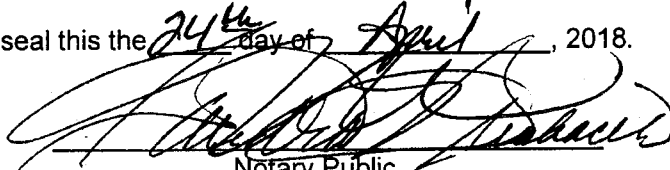
NOTARY

COUNTY OF Platte

I, Sandra M. Brichacek, a Notary Public in and for the aforesaid State and County, do hereby certify that James J. Ernst personally appeared before me this day and that by the authority duly given on behalf of TRILOGE REALTY, LLC, acknowledged the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 24th day of April, 2018.




Notary Public

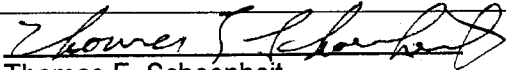
My Commission Expires:
6/7/2019

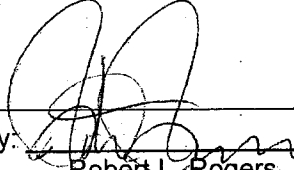


Store #25650 Columbus, NE Renewal

ATTEST:

TENANT
FAMILY DOLLAR, INC.


Thomas E. Schoenheit
Assistant Secretary


By: 
Robert L. Rogers
Senior Vice President – Real Estate

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

NOTARY

I, Christal Page, a Notary Public in and for the aforesaid State and County, do hereby certify that ROBERT L. ROGERS and THOMAS E. SCHOENHEIT, Senior Vice President – Real Estate and Assistant Secretary, respectively, of FAMILY DOLLAR, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 12th day of April, 2018.


Christal Page
Notary Public

My Commission Expires:
September 14, 2018



Store # 5650

STATE OF NEBRASKA

FIRST AMENDMENT TO LEASE AGREEMENT

COUNTY OF PLATTE

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this 20th day of April, 2013, by and between ERNST REALTY, LLC ("Landlord"), and FAMILY DOLLAR, INC. ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated December 17, 2002 (the "Lease") with respect to certain property situated in the Landlord's shopping center located at the southwest corner of the intersection of 23rd Street (U. S. Highway 30) and Pershing Road, in the City of Columbus, Platte County, Nebraska, as more specifically described in the Lease (the "demised premises") and identified by Tenant as Store # 5650; and

WHEREAS, the current term of the Lease, being the initial term, expires on June 30, 2013, and Landlord desires that Tenant allow the Lease term to be automatically extended through the next extended term, which Tenant is only willing to do if Landlord agrees to amend the Lease to reduce the rent during said extended term;

NOW, THEREFORE, in order to induce Tenant not to cancel the Lease as of the end of the current term, Landlord agrees with Tenant to amend the Lease as follows:

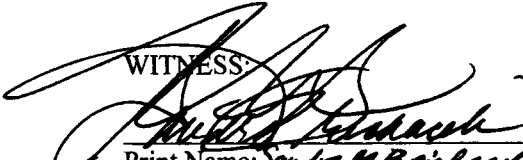
1. EXTENDED TERM AND RENT. Landlord and Tenant hereby agree that the Lease will be extended through the first extended term (July 1, 2013 through June 30, 2018). During the first extended term, rent will remain FIVE THOUSAND THREE HUNDRED THIRTY-THREE AND 34/100 DOLLARS (\$5,333.34) per month (\$64,000.08/annum) plus a percentage rent equal to 2% of the gross sales in excess of \$3,200,000.00 made by the Tenant from the demised premises during each lease year of the extended term.

2. EXTENDED TERMS. The Lease will continue to have three remaining extended terms of five years each. Rent for the extended terms will remain as currently set forth in the Lease.

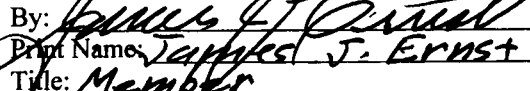
3. AUTHORITY. Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment and that all required consents and approvals of any mortgagees of the demised premises or the shopping center and any other entities have been obtained.

It is mutually understood and agreed that the Lease will remain in full force and effect except as the same is specifically modified and amended by this Amendment. All covenants, terms, obligations and conditions of the Lease, which are not modified or amended, are hereby ratified and confirmed.


Landlord and Tenant have caused this Amendment to be duly signed and sealed.

WITNESS:

Print Name: Sandra Briccard

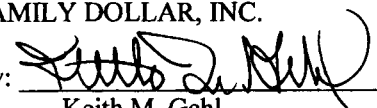
LANDLORD
ERNST REALTY, LLC

By:  (SEAL)
Print Name: James J. Ernst
Title: Member

ATTEST:


Thomas E. Schoenheit
Assistant Secretary

TENANT
FAMILY DOLLAR, INC.

By: 
Keith M. Gehl
Senior Vice President
Real Estate and Facilities

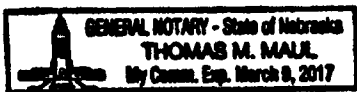
STATE OF Nebraska

NOTARY

COUNTY OF Platte

I, Thomas M. Maul, a Notary Public in and for the aforesaid State and County, do hereby certify that James J. Ernst, Admitted Member, personally appeared before me this day and that by the authority duly given and on behalf of Ernst Realty, LLC, acknowledged the foregoing instrument was signed and executed by him/her for the purposes therein expressed.

WITNESS my hand and notarial seal this the 25th day of April, 2013.



[Signature]
Notary Public

My Commission Expires: 3/9/17

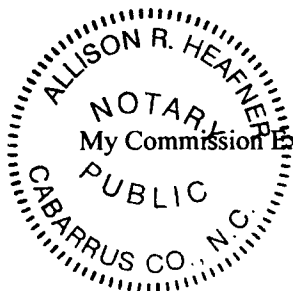
STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Allison R. Heasler, a Notary Public in and for the aforesaid State and County, do hereby certify that KEITH M. GEHL and THOMAS E. SCHOENHEIT, Senior Vice President – Real Estate and Facilities and Assistant Secretary, respectively, of FAMILY DOLLAR, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 22 day of April, 2013.



[Signature]
Notary Public

My Commission Expires: 12/19/16

INDEXED & ENTERED
BOOK 234 PAGE 729
Deeds
2016 JAN 27 AM 11:12

Landmark Title
REGISTER OF DEEDS

Fee \$16.00
Will call-Landmark Title
& Escrow, Inc.

SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION

After recording, please return to:
THOMAS M. MAUL, ATTORNEY AT LAW
LAW OFFICE OF THOMAS M. MAUL
2468 18TH AVENUE, P.O. BOX 145
COLUMBIA, NE 68302-0145
(402)564-5880

5650

QUITCLAIM DEED

JAMES J. ERNST and ALICE S. ERNST, Husband and Wife, GRANTOR, in consideration of One Dollar and Other Valuable Consideration received from GRANTEE, TrilogE Realty, LLC, A Nebraska Limited Liability Company, quitclaims to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

See attached Exhibit A

NEBRASKA DOCUMENTARY
STAMP TAX
\$ 5
JAN 27 2016

Executed January 22, 2016.

James J. Ernst
James J. Ernst
Alice S. Ernst
Alice S. Ernst

STATE OF NEBRASKA)
) SS.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me on January 22, 2016, by JAMES J. ERNST and ALICE S. ERNST, Husband and Wife.

GENERAL NOTARY - State of Nebraska
THOMAS M. MAUL
My Comm. Exp. March 9, 2017

Thomas M. Maul
Notary Public

Exhibit A

TRACT 1: All of Lot 1, Block X of North Park First Addition to the City of Columbus, Platte County, Nebraska, save and except a tract described as follows:

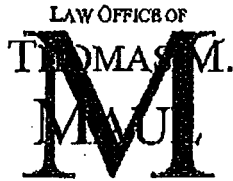
Beginning at the NW corner of Block X, North Park First Addition to the City of Columbus, Platte County, Nebraska; thence Easterly, on the North line of said Block X, 31.34 feet; thence Southerly, on a line parallel with the East line of 22nd Avenue, 127.20 feet, to a point on the South line of said Block X; thence Westerly, on the South line of said Block X, 30.72 feet, to the SW corner of said Block X; thence Northerly, on the West line of said Block X, 127.20 feet, to the point of beginning;

Along with an Easement of right-of-way for ingress and egress, along and across the following-described property:

The South 16.0 feet of the following-described tract: Beginning at the NW corner of Block X, North Park First Addition to the City of Columbus, Platte County, Nebraska; thence Easterly on the North line of said Block X, 31.34 feet; thence Southerly on a line parallel with the East line of 22nd Avenue, 127.20 feet, to a point on the South line of said Block X; thence Westerly, on the South line of said Block X, 30.72 feet, to the SW corner of said Block X; thence Northerly, on the West line of said Block X, 127.20 feet, to the point of beginning; for the purposes of maintaining a driveway or alleyway for ingress and egress to and from Lot 1, Block X, North Park First Addition to the City of Columbus, Platte County, Nebraska.

TRACT 2: All that part of Lots 5, 6, 7 and 8, in Block 63, Original City of Columbus, Platte County, Nebraska, lying Northerly of a line 11.5 feet normally and radially distant Northerly of the center line of an existing railroad track of the Chicago, Burlington and Quincy Railroad Company, now abandoned, crossing said lots in an Easterly and Westerly direction, known as Track No. 3, described as follows: Beginning at the Northwest corner of Lot 5, Block 63, Original City of Columbus, Platte County, Nebraska; thence South on the West line of said Lot 5, 58.02 feet, to the Northerly Right-Of-Way line of the Chicago, Burlington and Quincy Railroad Company Spur Track #3; thence Southerly on an 825.27-foot radius curve concaved Northwesterly, 119.94 feet, to a point on the Northerly Right-Of-Way of said railroad; thence Southeasterly and on said Right-Of-Way, 150.99 feet, to the East line of Lot 8, Block 63, said point being 117.71 feet south of the Northeast corner of Lot 8; thence Northerly and on the East line of Lot 8, 117.71 feet, to the Northeast corner of said Lot 8; thence Westerly on the North line of Lots 5, 6, 7 and 8, Block 63, 263.94 feet to the point of beginning.

TRACT 3: All that part of Lots 5, 6, 7 and 8, Block 78, Original City of Columbus, Platte County, Nebraska, lying North of the UPRR R.O.W and all that part of Lots 5, 6, 7 and 8, Block 79, Original City of Columbus, Platte County, Nebraska, lying North of the UPRR R.O.W.



THOMAS M. MAUL
ATTORNEY AT LAW

2468 18TH AVENUE, P.O. BOX 145
COLUMBUS, NEBRASKA 68602-0145

TELEPHONE: (402)564-5880
FACSIMILE: (402)564-7767
EMAIL: maullaw@megavision.com

FAX TRANSMITTAL COVER SHEET

DATE: March 25, 2016

TO: Family Dollar/Facilities Management Dept.

FAX NUMBER: (704) 814-4119

FROM: Thomas M. Maul

ORIGINAL DOCUMENT:

Sent by U.S. Mail

Sent by Overnight Mail

Sent by Email

Retained in File

5650

✓ 57958
ACK

NUMBER OF PAGES
INCLUDING COVER: 1

SUBJECT: Columbus, Nebraska Store #5650/Change of Ownership

MESSAGE: Please be advised that the above reference store location has been sold, and the new owner is TrilogE Realty, LLC, which was created by one of the store's former owners.

All rent checks should be made payable to TrilogE Realty, LLC. If you are currently mailing the payment, then they need to be mailed to: TrilogE Realty, LLC c/o Amy Classen, CPA, PO Box 280, Columbus, NE 68602-0280.

Please contact me with questions.


Thomas M. Maul

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U. S. POSTAL SERVICE. THANK YOU.

IF YOU ENCOUNTER DIFFICULTIES IN RECEIVING THIS FAX, PLEASE CALL (402)564-5880.

LORRAINE CYR

From: Tom Maul Law Office <maullaw@megavision.com>
Sent: Thursday, March 31, 2016 3:10 PM
To: LORRAINE CYR
Cc: James Ernst; Amy Claussen
Subject: Columbus Nebraska Store/Lease Assignment
Attachments: Store #5650 Lease Assignment.pdf

Ms. Cyr, I apologize for the delay, but attached please find the Notice of Lease Assignment for the Columbus, NE Store #5650 and a copy of the filed deed showing ownership of the store property now being in the name of TrilogE Realty, LLC.

Briefly, James and Alice Ernst were 50% owners of Ernst Realty, LLC which owed the Columbus Family Dollar store property. In an agreement with the other members, Ernst Realty, LLC conveyed this Columbus store property to the 4 members of the LLC, individually, and then James and Sandy Ernst purchased their (the other two owners') 50% interest. Once the property was in James and Sandy Ernst's names they conveyed it to their new LLC, which is TrilogE Realty, LLC.

I have copies of all of the filed deeds for this transaction, if you would need to see them.

Your lease payment is currently going to an Ernst Realty, LLC account at Columbus Bank, and it should now go to a TrilogE Realty, LLC account at that same bank. If you can call me, I will give you the bank account information.

Please let me know if questions. Thanks,

Thomas M. Maul
Attorney at Law
2468 18th Avenue, P.O. Box 145
Columbus, Nebraska 68602-0145

Telephone (402)564-5880
Facsimile (402)564-7767
Email: maullaw@megavision.com

THE INFORMATION CONTAINED IN THIS EMAIL MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U. S. POSTAL SERVICE. THANK YOU.

LEASE AGREEMENT

COUNTY OF PLATTE

THIS LEASE is made and entered into this 17th day of December, 2002, by and between ERNST REALTY, LLC, a Nebraska limited liability company (hereinafter called "Landlord"), and FAMILY DOLLAR, INC., a North Carolina corporation (hereinafter called "Tenant").

W I T N E S S E T H:

In consideration of the covenants hereinafter contained, to all of which Landlord and Tenant agree, Landlord hereby demises and lets to Tenant, and Tenant hereby rents and hires from Landlord, that certain premises situated in the Landlord's shopping center located at the southwest corner of the intersection of 23rd Street (U. S. Highway 30) and Pershing Road, in the City of Columbus, County of Platte, State of Nebraska, and being that property ^{plus 32' x 28'} together with the building comprising ^{5,120 sq ft} ~~8,160~~ (140' x 60' ~~plus 8'9" x 28'~~ irregular) interior square feet to be constructed by Landlord as hereinafter provided (said property and building thereon, upon completion of construction, are hereinafter called the "demised premises"). The demised premises are shown outlined in red on Exhibit B - Site Plan attached hereto and made a part hereof. Tenant and its employees and invitees are also granted the right to use, in common with other tenants in the shopping center, the paved, marked, lighted parking, service and access areas shown on Exhibit B - Site Plan.

TO HAVE AND TO HOLD the demised premises together with all and singular the appurtenances, rights, privileges and easements thereunto belonging or in anywise appertaining, unto Tenant, its successors and assigns, for an initial term commencing as set forth in Paragraph 5 and ending on the 30th day of June, 2013.



1. RENT. Tenant hereby covenants and agrees to pay Landlord fixed rent at the rate of FIVE THOUSAND THREE HUNDRED THIRTY-THREE AND 34/100 DOLLARS per month (\$64,000.08/annum) payable on or before the tenth day of each month beginning on the commencement date as set forth in Paragraph 5.

In addition to the fixed rent, Tenant shall pay Landlord a percentage rent equal to two percent (2%) of the gross sales in excess of \$3,200,000 made by Tenant on the demised premises during each lease year period. Tenant shall provide a statement of its gross sales signed by an officer of Tenant and pay any percentage rent due annually within ninety days after the end of each lease year. The term "lease year" shall mean the calendar year and shall always end on December 31. "Gross sales" shall mean all sales made from the demised premises excluding sales tax, excise tax, refunds, void sales and sales from vending machines.

2. COVENANT OF TITLE, AUTHORITY AND QUIET POSSESSION.

Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this lease for the full initial term and all extensions; that Landlord is lawfully seized of the entire shopping center, including the demised premises, and has good title thereto; that the shopping center, including the demised premises, is free and clear of all encumbrances (however, Landlord may place a first mortgage or deed of trust on the demised premises, provided that Landlord provides Tenant with a nondisturbance agreement in the form required herein that is signed by Landlord and Landlord's lender); that the demised premises when constructed will comply with all health, safety and environmental laws, ordinances and regulations and building codes; and that there are no laws, ordinances, government requirements or regulations, title restrictions, restrictions in other leases, or zoning or other matters which will restrict, limit or prevent the



demised premises from being used for retail sales including the sale of merchandise typically sold by variety stores, discount stores, dollar stores or variety discount stores.

3. USE OF PREMISES. Landlord warrants that the demised premises may be used, but not limited to such use, by Tenant, among others, for the conduct of a variety store, discount store, dollar store or variety discount store. Tenant shall not be obligated to continuously occupy or operate a business on the demised premises. Whether or not Tenant is occupying the demised premises or conducting business therein, Tenant shall be responsible for paying the rent and other sums due Landlord under this lease and for performing Tenant's other obligations subject to and in accordance with the provisions of this lease.

4. CONSTRUCTION OF PREMISES. Landlord shall at Landlord's expense construct the paved, marked, lighted parking, service and access areas as shown on Exhibit B - Site Plan, and (ii) construct for Tenant a retail ~~store~~ building containing ~~8,160~~ ^{8,120} (140' x 60' ^{less 21'} plus 8'9" x 28' irregular) square feet of interior ground floor space. Landlord shall erect and complete said building in accordance with Tenant's standard criteria plans consisting of ^{thirteen} ~~fourteen~~ sheets. Said plans and specifications are labeled Exhibit A, and constitute a part of this lease. Landlord shall prepare and submit three sets of construction drawings incorporating the requirements of Exhibit A and a fully engineered site plan to Tenant's construction department for review at least 45 days prior to commencing construction. All improvements to the demised premises shall be made in accordance with said drawings as modified and approved in writing by Tenant. Tenant's review of the construction drawings shall be limited to insuring that they conform to Tenant's required design and appearance. Landlord shall have full responsibility for all other aspects of the



construction drawings including but not limited to insuring that they comply with all applicable codes. In particular, Landlord shall ensure that the demised premises and all common areas will be designed and constructed in accordance with the Standards for Accessible Design for new construction included in Appendix A to the Title III implementing regulations of the Americans with Disabilities Act of 1990. Upon completion of construction, Landlord (either on its own or through its architect, engineer or contractor) shall certify that the demised premises and the exterior common areas meet said standards by signing Exhibit C - ADA Certification.

There shall be no deviations from or changes to said construction drawings as approved by Tenant without the prior written approval of Tenant. During the progress of construction, Tenant's representatives may from time to time inspect the work and materials to determine whether they are in accordance with the approved construction drawings. The failure of Tenant's representatives to object to any part of Landlord's construction shall not be deemed to be an acquiescence in or acceptance of any failure by Landlord to comply with the approved construction drawings. Landlord's failure to furnish construction drawings to Tenant within the required time period shall constitute Landlord's commitment to construct Tenant's building strictly in accordance with Exhibit A.

Landlord agrees that the construction of Tenant's building along with Landlord's renovation of the remainder of the shopping center shall be completed not later than May 24, 2003. If construction is not completed by July 15, 2003, then Tenant shall have the right, at its option, to cancel this lease by written notice to Landlord, but until (i) this lease is cancelled or (ii) Landlord completes construction, provides Tenant with written



notice of completion and delivers the demised premises to Tenant, Landlord shall pay to Tenant \$150 per day as liquidated damages. Landlord and Tenant agree to said liquidated damages because Landlord's failure to timely complete the construction will cause Tenant to suffer economic losses, but such losses will be difficult to ascertain.

5. DELIVERY OF PREMISES AND COMMENCEMENT OF TERM. Landlord shall deliver the demised premises to Tenant along with a certificate of occupancy upon completion of all construction, provided that Tenant shall not be required to accept delivery of the demised premises during the period November 10 through January 10 of any years, or prior to the date on which (i) Tenant and Landlord's mortgagee have entered into a nondisturbance agreement consistent with the terms of the paragraph of this lease entitled SUBORDINATION TO MORTGAGES and (ii) Landlord has provided the certification attached as Exhibit C - ADA Certification. Landlord agrees to notify Tenant, in writing, of the date the demised premises will be delivered to Tenant at least forty-five days prior to such date.

The term will begin upon the date Tenant accepts delivery of the demised premises, and rent will begin to accrue upon the earlier of (i) ninety days after the date of delivery and acceptance of the demised premises with all construction, including paving, marking and lighting of the parking, service and access areas fully completed in accordance with the approved construction drawings, or (ii) the date Tenant opens for business in the demised premises.

6. TERM EXTENSIONS. The term of this lease shall be automatically extended one period at a time for four successive periods of five years each unless Tenant shall give written notice to Landlord canceling the next extended term at least sixty days



before such extended term is scheduled to begin. If Tenant gives such notice, this lease will expire the day before such extended term is scheduled to begin. All of the terms, covenants and conditions of this lease shall apply to each such extended term except the amount of rent set forth below shall be substituted for the amount of rent set forth in Paragraph 1:

EXTENDED TERM	FIXED RENT	PERCENTAGE RENT
1st	\$5,583.34/month (\$67,000.08/annum)	2% over \$3,350,000/annum
2nd	\$5,833.34/month (\$70,000.08/annum)	2% over \$3,500,000/annum
3rd	\$6,083.34/month (\$73,000.08/annum)	2% over \$3,650,000/annum
4th	\$6,333.34/month (\$76,000.08/annum)	2% over \$3,800,000/annum

If this lease is extended pursuant to this Paragraph, the percentage rent breakpoint for the lease year in which the extension occurs will be calculated by adding the breakpoint for the last year of the term that is ending to the breakpoint for the first year of the term that is beginning and dividing the sum by two. For all purposes under this lease, the phrases "the term of this lease" and "lease term" shall mean the initial term and any extension which comes into effect pursuant to this Paragraph.

7. ALTERATIONS BY TENANT. Tenant shall have the right at all times after the date of this lease to make, at its own expense, such changes, improvements, alterations and additions to the demised premises as Tenant may desire except that Tenant will not make any structural alterations or improvements, other than relocating windows and doors, without Landlord's prior written consent, which consent will not be unreasonably withheld or delayed. If any mechanic's or other lien is filed against the demised premises or the shopping center arising out of any labor or material furnished to Tenant pursuant to a contract with Tenant, Tenant shall promptly commence efforts to discharge the



lien and shall diligently pursue such efforts until the lien is discharged.

8. FIXTURES. Tenant shall have the right to install on the demised premises such fixtures and equipment as Tenant desires for the operation of its business. Tenant shall, on termination of this lease, and may at any time during the lease term, remove from the demised premises all shelving, fixtures and equipment which Tenant installed at its own expense or otherwise acquired. Tenant shall have the right to place trash dumpsters and recycling dumpsters in the service area adjacent to the demised premises, and telephones, vending machines and kiddie rides in front of the demised premises and to install communications equipment on the exterior of the demised premises or in the rear service area.

9. UTILITIES. Landlord shall ensure that electricity, water, sanitary sewer service, gas (if available) and telephone service are properly connected to the demised premises in adequate supply and separately metered. Tenant shall pay directly to the utility provider all charges for all utilities used by Tenant in the demised premises. Except to the extent specifically stated in this lease, Tenant shall have no obligation to pay to Landlord any charges or fees billed to Landlord by any utility provider.

10. DAMAGE AND DESTRUCTION. Should the demised premises or the shopping center be damaged or destroyed by fire or other casualty, Landlord shall promptly, at Landlord's expense, remove all debris and repair, restore or rebuild so that thereafter the demised premises and the shopping center will be substantially the same as prior to such damage or destruction. Landlord's obligation shall include performing all work necessary to cause the demised premises and the shopping center to comply with then currently applicable building and fire codes. If the demised premises are damaged or destroyed, rents and other charges shall



cease and abate on the date of the damage or destruction in proportion to the area of the demised premises rendered unusable and any rent paid in advance by Tenant will be refunded to Tenant. Such rents and other charges will begin to re-accrue upon the expiration of thirty days following the date the demised premises have been repaired, restored or rebuilt and possession tendered to Tenant. If Landlord does not repair, restore or rebuild the demised premises within 180 days, then Tenant may, at its option, terminate and cancel this lease.

Notwithstanding the foregoing, if the demised premises should be so extensively damaged as to require rebuilding and such damage occurs during the last year of the initial term of this lease or the last year of any extension thereof, then prior to Landlord's commencement of rebuilding Landlord may request in writing that Tenant agree to extend the then current term so that there will be five calendar years remaining from the date Tenant reopens for business in the demised premises. If Tenant refuses to agree to so extend the then current term, then Landlord shall not be obligated to rebuild the demised premises, and if Landlord elects not to rebuild, then either Landlord or Tenant may terminate this lease by giving written notice to the other party.

11. INSURANCE. (a) Landlord agrees to keep the demised premises and all other buildings within the shopping center insured to their full replacement cost, with building ordinance coverage, against loss or damage by perils covered by fire and extended coverage and vandalism and malicious mischief insurance.

(b) Tenant shall maintain a commercial general liability insurance policy with a minimum single limit of \$1,000,000 for bodily injury, death and property damage insuring Tenant with respect to occurrences on the demised premises. Landlord shall be named as an additional insured under the policy but only for



claims against Landlord arising out of the acts or omissions of Tenant or arising out of the manner of Tenant's use of the demised premises.

(c) Landlord shall maintain a commercial general liability insurance policy with a minimum single limit of \$1,000,000 for bodily injury, death and property damage insuring Landlord with respect to the common areas (including without limitation, parking areas, sidewalks, ramps and service areas) in the shopping center. Tenant will be named as an additional insured under the policy but only for claims against Tenant arising out of the acts or omissions of Landlord or arising from Landlord's management and control of the common areas.

(d) The insurance required to be carried by subparagraphs (a), (b) and (c) above will be issued by financially responsible insurers duly authorized to do business in the state where the demised premises are located. Certificates of such coverages from the insurers providing that the insurer will endeavor to give 30 days written notice to Landlord or Tenant, as the case may be, prior to cancellation of any such insurance shall be furnished to Landlord or Tenant upon written request of either.

(e) Tenant shall reimburse Landlord for Tenant's proportionate share of any increase in the insurance premium for the insurance Landlord is required to carry by subparagraph (a) of this paragraph above the premium for the first full lease year after the building constituting part of the demised premises is fully insured with all of the initial alterations and improvements described in Paragraph 4 above fully completed (the "base premium"). All premiums shall be reasonable and at competitive rates. Tenant shall have no responsibility for payment of any increases occasioned by any addition or improvement to the shopping center other than to the demised premises, nor due to the



use of any other premises in the shopping center in a manner which results in an increase in Landlord's premiums.

Tenant's proportionate share shall be equal to a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises, and the denominator of which shall be the total number of square feet of floor area in all buildings in the shopping center, including the demised premises.

Notwithstanding the foregoing, in no event shall the amount of Tenant's payment for any premium exceed one hundred three percent of the amount of Tenant's payment for such premium in the prior lease year (or, in the case of Tenant's first payment for such premium, in no event shall the amount of the payment exceed three percent of Tenant's proportionate share of the base premium). The amount of the premium to be reimbursed by Tenant and the limit on increases of such premium shall be reduced on a per diem basis for partial lease years.

Landlord shall furnish Tenant with a detailed statement annually setting forth the actual amount of Tenant's proportionate share of said increase for the prior lease year or partial lease year. Such statement shall be accompanied by a copy of the declaration page of Landlord's policy, the schedule of premiums, proof of payment of the premiums and an up-to-date schedule or plan showing the square foot floor area of all spaces in the shopping center whether occupied or unoccupied. Upon Tenant's written request, Landlord shall furnish any other information Tenant may reasonably require. In no event shall Tenant be responsible for reimbursing Landlord for any increase in insurance premiums unless Tenant has received the required statement and documentation from Landlord within ninety days after the earlier of the date Landlord paid such premium or the date such premium was due and payable. Any payments made by Tenant for insurance premiums will be deducted from any percentage rent then payable by Tenant or which thereafter becomes payable.

12. MAINTENANCE AND REPAIRS. Landlord shall remedy any defect in workmanship, materials or equipment furnished by



Landlord pursuant to Paragraph 4 of this lease provided Tenant notifies Landlord of the defect within twelve months after the rent commencement date. Landlord shall maintain the shopping center and keep it in good repair, and Landlord shall maintain and repair and replace when necessary all exterior portions of the demised premises, including the roof, exterior walls, canopy, gutters, downspouts, doors, and also all structural portions of the demised premises whether interior or exterior. Landlord shall also be responsible for making any repairs made necessary to the demised premises by the settling of the shopping center building, any repairs to the interior of the demised premises made necessary by Landlord's failure to maintain the exterior of the demised premises, any repairs to exterior (including under slab) plumbing and electrical lines and certain repairs and replacements to the interior plumbing (including sprinkler system, if any), interior electrical and the heating and air conditioning systems as set forth below. Landlord shall keep the parking, service and access areas (and other exterior areas, if any) maintained, including the removal of snow, ice, trash, weeds and debris, and in a good state of repair and properly lighted.

Tenant shall maintain and repair all interior, non-structural portions of the demised premises except for repairs Landlord is required to make, and Tenant shall keep the interior plumbing, interior electrical and the heating and air conditioning systems in repair until the aggregate cost of repairs and replacements to such systems equals \$1,000 in any lease year. Landlord shall promptly reimburse Tenant for any costs incurred by Tenant in excess of \$1,000 and Landlord shall have full responsibility for making, at Landlord's expense, any and all repairs and replacements to such systems for the remainder of such lease year. For the purpose of determining the responsible party, any repair



or replacement expense shall be attributed to the lease year in which the repair or replacement is made. Notwithstanding the forgoing, if during one of the extended terms of this lease, Landlord and Tenant agree that the heating and air conditioning systems need to be replaced, Landlord shall replace said systems and Tenant shall reimburse Landlord for one-half of the reasonable cost of said replacement. Tenant shall not be required to reimburse Landlord for one-half of the cost of said replacement if Tenant does not first agree that said replacement is necessary.

12A. HEATING AND AIR CONDITIONING SYSTEMS. Landlord shall furnish new heating and air conditioning systems serving only the demised premises manufactured by a national firm such as Lennox, Carrier or equivalent. The air conditioning system shall have a minimum capacity of 20.5 tons and shall be sufficient to maintain an even inside temperature of 72 degrees and a relative humidity of not more than fifty percent (50%) and the heating system shall be sufficient to maintain a minimum inside temperature of 72 degrees. Notwithstanding Tenant's repair obligations set forth in Paragraph 12 above, Landlord shall be responsible for making any necessary repairs to the heating and air conditioning systems for one year after the date Tenant opens for business in the demised premises.

12B. COMMON AREA MAINTENANCE. The common areas shall mean the paved (or concrete) driveways, parking areas, service areas, and exterior sidewalks and landscaped areas shown on Exhibit B - Site Plan. Landlord shall maintain the common areas in good order, condition and repair. Tenant shall reimburse Landlord for Tenant's proportionate share of any increase in the following aggregate direct costs paid by Landlord in connection with the maintenance and repair of the common areas over said costs for the year 2003 (the "base amount"): maintenance of existing landscaping including mowing; utility charges for lighting of the



parking, service and access areas; sweeping, snow removal and re-stripping of the parking, service and access areas; a quarterly maintenance contract for the heating and air conditioning systems in the demised premises; and repairs of the parking area lights and light standards. All of said costs shall be reasonable and at competitive rates, and Tenant shall have no responsibility for other charges and costs incurred by Landlord in connection with the maintenance and repair of the common areas.

Tenant's proportionate share shall be equal to a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises, and the denominator of which shall be the total number of square feet of floor area in all buildings in the shopping center, including the demised premises.

Notwithstanding the foregoing, in no event shall the amount of Tenant's payment for such costs in any lease year exceed one hundred three percent of the amount of Tenant's payment for such costs in the prior lease year (or, in the case of Tenant's first payment for such costs, in no event shall the amount of Tenant's first such payment exceed three percent of Tenant's proportionate share of the base amount). The amount of such costs to be reimbursed by Tenant and the limit on increases of such costs shall be reduced on a per diem basis for partial lease years. Snow removal costs shall be defined to include plowing, salting and sanding and shall not be subject to the 103% cap on common area maintenance costs; thus, when the cap is calculated, snow removal costs will be deducted from the number used to calculate the 103% increase.

Landlord shall furnish Tenant with a detailed statement annually after the end of each lease year or partial lease year setting forth the actual amount of Tenant's proportionate share of said increase for the prior lease year or partial lease year. Such statement shall be accompanied by documentation to support Landlord's request for reimbursement, including copies of paid invoices for all costs incurred, an up-to-date schedule or plan of all spaces in the shopping center whether occupied or unoccupied,



a detailed statement of the base amount and any other information Tenant may reasonably require. In no event shall Tenant be responsible for reimbursing Landlord for any common area maintenance costs unless Tenant has received such statement and documentation and written request for reimbursement from Landlord within ninety days after the end of the lease year in which such costs were incurred by Landlord. Any payments made by Tenant for common area maintenance costs will be deducted from any percentage rent then payable by Tenant or which thereafter becomes payable. Tenant shall not be obligated to participate in the payment of any expenditures of a capital nature which pertain to the common areas, any expenditures in connection with the construction of the common areas or correcting defects in construction, any expenditures for which Landlord is reimbursed through insurance or any costs not set forth above.

13. TAXES. Landlord shall pay all taxes, assessments and other charges which may be levied, assessed or charged against the shopping center including the demised premises, and will make all payments required to be made under the terms of any mortgage or deed of trust which is now or may hereafter become a lien on the demised premises.

Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and other personal property. Tenant shall reimburse Landlord for Tenant's proportionate share of any increase in real estate taxes on the shopping center over and above such taxes for the first full lease year after the shopping center, including the demised premises, is assessed as a completed project (hereinafter called the "base year"). Any increase in real estate taxes which is the responsibility of Tenant in the year in which this lease shall end shall be apportioned between Landlord and Tenant on a per diem basis. Tenant's proportionate share shall be equal to a fraction, the numerator of which shall



be the number of square feet of floor area in the demised premises, and the denominator of which shall be the total number of square feet of floor area in all buildings in the shopping center, including the demised premises. Notwithstanding the foregoing, in no event shall the amount of Tenant's payment for any taxes exceed one hundred three percent of Tenant's payment for such taxes in the prior lease year (or in the case of Tenant's first payment for such taxes, in no event shall the amount of the payment exceed three percent of Tenant's proportionate share of the base taxes). The amount of such taxes to be reimbursed by Tenant and the limit on such taxes shall be reduced on a per diem basis for partial lease years.

Landlord agrees to notify Tenant in writing within thirty days after receiving notification of any planned increase in the assessed value of the shopping center. Tenant shall have the right to contest, by appropriate proceedings, in Landlord's or Tenant's name, the validity or amount of any such increase. Landlord agrees to cooperate with Tenant in contesting any such increase. If Landlord fails to give written notice of the increase to Tenant within such thirty day period, then Tenant shall not be responsible for reimbursing Landlord for any resulting tax increase. Landlord shall promptly apply for and diligently pursue any exemption from or abatement of real estate taxes or any increase in such taxes available for newly constructed projects through any state or local programs. Tenant shall receive its proportionate share of the benefit of any such exemption or abatement.

Landlord shall provide Tenant with a copy of the tax bill with evidence of Landlord's payment for each year beginning with the base year, an up-to-date schedule or plan of all spaces in the shopping center whether occupied or unoccupied, and any other



information Tenant may reasonably require. In no event shall Tenant be responsible for reimbursing Landlord for any increase in real estate taxes unless Tenant has received written request for reimbursement from Landlord along with the required documentation within ninety days after the last day such taxes were due and payable without penalty or interest. Tenant shall have no responsibility for reimbursement of any tax increases occasioned by any addition or improvement to the shopping center other than to the demised premises after the initial tax base is established. Any payments made by Tenant for increases in real estate taxes will be deducted from any percentage rent then payable by Tenant or which thereafter becomes payable by Tenant. In the event that real estate taxes shall be lowered or reduced below the amounts being levied, assessed or charged against the demised premises for the base year, the annual rent paid by Tenant shall be reduced by an amount equal to the total of such reductions in real estate taxes.

14. UNPERFORMED COVENANTS. If Landlord fails to perform any affirmative covenant to be performed by Landlord pursuant to this lease, or if Landlord fails to make any payment which Landlord has agreed to make, and Landlord does not cure such failure within thirty days after Tenant gives written notice of such failure to Landlord, or in the event of an emergency (any roof leak or any failure of the heating system or air conditioning system or any damage to the demised premises which compromises the security of the demised premises shall constitute an emergency), after such notice from Tenant as is reasonable under the circumstances, including notice by e-mail, fax or telephone, then Tenant may, at its option, perform such affirmative covenant or make any such payment as Landlord's agent and in Tenant's sole discretion as to the necessity therefor, and the full amount of the cost and



expense incurred or the payment so made shall immediately be owing by Landlord to Tenant. Tenant shall have the right to deduct the amount thereof, together with interest from the date of payment at the prime rate charged by Bank of America, its successors or assigns, plus four percent, without being in default, out of rents then due or thereafter coming due hereunder. The rights granted in this Paragraph 14 shall not release Landlord from any obligation to perform any of the covenants to be performed by Landlord under this lease and shall be in addition to any other rights Tenant may have by reason of any default by Landlord. Landlord shall have the right to dispute any deduction made by Tenant, and may bring suit to recover all sums withheld. Landlord shall be entitled to interest on all sums wrongfully withheld by Tenant at the interest rate set forth in this Paragraph, but Tenant shall not be in default for failure to pay any sums withheld unless Tenant fails to pay the amount of any final judgment in Landlord's favor within thirty days after the judgment is entered.

15. SIGNS. Tenant shall have the right to erect its standard building sign, undercanopy sign and freestanding road sign (or signs as similar to Tenant's standard signs as are allowed by local ordinances, including variances therefrom obtained by Tenant). Tenant's signs are shown on Exhibit S - Signs attached hereto and made a part hereof. Tenant may also erect other signs and decals (such as signs designating its hours of operation) on the exterior of the demised premises. Tenant shall obtain all governmental permits required in order to erect its signs. Tenant shall repair any damage resulting from the installation or removal of its signs. Tenant's road sign shall be located approximately as shown on Exhibit B - Site Plan but may be placed in a different location if necessary to satisfy governmental requirements or for



other reasons. Landlord shall cooperate with Tenant to obtain any governmental permits and approvals needed to erect Tenant's signs. Neither Landlord nor any other tenant shall have the right to install any signs on the demised premises. Landlord will not permit the erection of other signs that would interfere with the visibility of Tenant's road sign.

16. CONDEMNATION. If the demised premises, or any part thereof, or any part of the shopping center parking, service or access areas shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, Tenant shall have the right to terminate this lease, in which case any unearned rent shall be refunded to Tenant. If only a portion of the demised premises or the parking, service or access areas shall be taken by condemnation or other proceeding, and if Tenant elects not to terminate this lease, then the rent shall be reduced in the same proportion that the demised premises or parking, service or access areas are reduced and Landlord shall restore the demised premises or parking, service or access areas, as applicable, to as close to their condition as existed prior to the taking as is feasible. Tenant shall have the right to participate in any proceeding pertaining to condemnation of the demised premises or the parking, service or access areas whether or not Tenant elects to terminate this lease, and Landlord and Tenant shall each be entitled to their separate claims based on their respective interests even if a single award for all damages is given by the condemning authority.

17. TENANT'S DEFAULT. The following shall constitute events of default:

(1) Tenant shall fail to pay any installment of fixed rent when due and such failure shall continue for twenty days after



Tenant receives written notice of default from Landlord, or Tenant shall fail to pay any other sums due Landlord under this lease when due and such failure shall continue for thirty days after Tenant receives written notice of default from Landlord; or

(2) Tenant shall fail to perform or observe any other material agreement or condition on its part to be performed or observed, and Tenant shall fail to commence to cure such default within thirty days after receipt of notice of said default from Landlord or having commenced to cure such default, Tenant shall fail to diligently pursue the curing of the default thereafter.

Upon the occurrence of an event of default, Landlord may declare the term ended and enter into the demised premises by due process of law, and expel Tenant and repossess and enjoy the demised premises as though this lease had by its terms expired. Should the lease term at any time be ended by Landlord under the terms and conditions of this Paragraph, Tenant shall peaceably surrender the demised premises to Landlord. Provided that Landlord uses its best efforts to relet the demised premises for the highest obtainable rent taking into consideration the condition of the demised premises and general market conditions, no termination of this lease shall relieve Tenant from the obligation to pay rent and other charges due under this lease for the remainder of the then current term as though this lease had not been terminated for as long as the demised premises are vacant and for any deficiency between the rent and other charges due under this lease for the remainder of the then current term and the rent and other charges due under any new lease if the demised premises are relet with any such rent or deficiency in rent and other charges to be paid as such obligations become due hereunder in monthly or other periodic installments. In addition, Tenant shall be liable for the reasonable costs of reletting the demised



premises, but such costs shall not include any attorneys' fees to negotiate a lease with a new tenant or any costs to alter or improve the demised premises for a new tenant.

18. SURRENDER OF POSSESSION. Upon the termination of this lease, Tenant shall surrender the demised premises in good repair, ordinary wear and tear, damage by fire or other casualty and Landlord's maintenance and repair obligations excepted.

19. EXCLUSIVE USE. Landlord agrees that Landlord and any entity controlled by Landlord or any partner or principal of Landlord shall not lease (or permit the leasing or subleasing of) or sell any space in the shopping center, nor any space in any adjacent property owned by or controlled by Landlord or any entity controlled by Landlord or any partner or principal of Landlord to any discount store operated by or under the name of McCrory's, Fred's, Bill's Dollar, Dollar Tree, or any other dollar store occupying more than 4,000 square feet, Wal-Mart, K-Mart, Meijers, Ames, Duckwall-Alco, Greenbacks, Pamida, Value City, Dolgencorp or Dollar General, Bonus Dollar Stores, Deals, Only Deals, or any entity controlled by, affiliated with or related to any of them, or any store operated by Variety Wholesalers including but not limited to Maxway, Roses, Super 10, ValuMart, Pope's and Bargaintown.

If there is a breach of this Paragraph by Landlord, Tenant's rights and remedies shall include, but not be limited to, the right at any time thereafter to elect to terminate this lease, and upon such election, this lease shall be terminated and Tenant shall be released and discharged from all liability hereunder. So long as such breach exists and Tenant has not terminated this lease, Tenant's only obligation with respect to rent shall be the payment of the lesser of (i) the fixed rent set forth in Paragraph 1 above, with no percentage rent, or (ii) percentage rent of two



percent (2%) of Tenant's gross sales (as defined in Paragraph 1 above), with no fixed rent, such percentage rent to be payable within ninety days after the end of each lease year. Such rights and remedies shall not be exclusive of Tenant's rights to damages or any other rights or remedies.

20. MUTUAL WAIVER. Landlord and Tenant hereby release all claims and waive all rights of recovery against the other and their directors, officers, agents, employees, successors, sublessees or assigns, for any loss or damage to each party's respective property caused by or resulting from fire or other casualty of whatsoever origin even if caused by negligence, to the extent that the same is covered by insurance or is required by the terms of this lease to be covered by insurance; provided, however, nothing contained in this Paragraph shall affect Landlord's obligation to repair or rebuild the demised premises as otherwise stated in this lease. All policies insuring the property of Landlord or Tenant shall contain or be endorsed to contain a provision whereby the insurer thereunder waives all rights of subrogation against the other party to this lease and their directors, officers, agents, employees, successors, sublessees and assigns.

21. SUBORDINATION TO MORTGAGES. Upon Landlord's request, Tenant shall sign, acknowledge and deliver to Landlord Tenant's standard form Subordination, Non-Disturbance and Attornment Agreement. Such agreement shall provide that this lease shall be subordinated to the lien of the mortgage or deed of trust (hereinafter called "Mortgage") which Landlord is placing on the demised premises, but that Tenant's rights under this lease will not be impaired or diminished, its tenancy shall not be disturbed or affected by any default under the Mortgage and in the event of foreclosure, this lease shall continue in full force and effect,



and Tenant's rights, including any rights to extend the term as provided herein, shall survive. During the term of this lease, Tenant shall provide one such agreement free of charge. All subsequent subordination documentation provided by Tenant shall be subject to a processing fee payable to Tenant. Landlord's request for any subsequent subordination documentation shall be accompanied by Landlord's check in the amount of \$300.00. Landlord agrees to provide to Tenant free of charge within thirty days after the date of this lease such agreements from all present Mortgagees.

22. HOLDING OVER. If Tenant remains in possession after the expiration of the term of this lease, Tenant shall occupy the demised premises as a tenant from month-to-month, but both Landlord and Tenant shall otherwise be subject to all of the provisions of this lease applicable during the last year of the lease term.

23. PARKING AREA. Landlord acknowledges that convenient automobile access and parking for Tenant's customers is critical to the successful operation of Tenant's business. Landlord agrees not to build any buildings in the shopping center except as shown on Exhibit B - Site Plan, and that all area shown on Exhibit B as parking shall always be devoted to marked, lighted, paved parking area. Landlord agrees that all entrances, exits, driveways and service areas will remain substantially as shown on Exhibit B. Landlord further agrees to always provide the minimum number of paved, marked and lighted parking spaces for full size automobiles as is required by code. Landlord agrees not to lease any space in the shopping center within two hundred feet of the demised premises for use as a theater, bowling alley, bingo parlor, game arcade or other entertainment facility, a bar, tavern, lounge or nightclub, a gym or fitness center, a car dealership or used car



lot, for offices measuring in excess of 7,000 square feet, as a school, training facility or meeting hall or as a restaurant except a fast food restaurant. This Paragraph shall not apply to any tenant identified on Exhibit B - Site Plan, so long as any such tenant operates its usual business, or so long as any change in use by such tenant is not subject to Landlord's consent.

Notwithstanding the foregoing, Tenant acknowledges and consents to the existing car dealership located across the street from the demised premises, ~~and the existing car lot on the adjoining lot to the west of the retail center,~~ provided that Landlord covenants and agrees that no cars from said dealership shall be parked in the protected parking area shown on Exhibit B. In the event that cars from said dealership are parked in the protected parking area, Tenant shall have the right to have said cars towed, and Tenant may deduct the cost of towing and storing said cars from Tenant's fixed rent payments.

24. NOTICES. All notices provided for in this lease shall be in writing and unless otherwise stated shall be deemed to have been given when addressed as set forth below and (i) deposited in the United States mail sent via Certified Mail, Return Receipt Requested, and any notice sent in this manner shall be deemed given even if the party to whom such notice is sent refuses to accept delivery, or (ii) sent by commercial overnight national delivery service capable of providing written proof of delivery:

As to Landlord: ERNST REALTY, LLC
615 E. 23rd Street
Columbus, NE 68601

As to Tenant:
For U.S. Mail: Lease Administration Department
FAMILY DOLLAR, INC.
Post Office Box 1017
Charlotte, North Carolina 28201-1017

-or-

For Overnight Delivery: Lease Administration Department
FAMILY DOLLAR, INC.
10401 Old Monroe Road
Matthews, North Carolina 28105



Either Landlord or Tenant may change the address to which notices are to be sent by giving notice to the other party of such change of address as provided in this Paragraph. All payments of rents shall be mailed to the Landlord at the address designated above. Tenant shall not be obligated to pay rent to any person or entity other than Landlord until Tenant receives a written statement signed by Landlord and acceptable to Tenant designating the person or entity to receive rent, and if applicable, providing notice of the transfer of the Landlord's interest in the demised premises.

25. RECORDING. Landlord agrees at Landlord's expense to cause a memorandum of this lease or a short form lease (hereinafter called the "Memorandum") reasonably acceptable to Landlord and Tenant to be recorded in the appropriate office for the recordation of real estate conveyances for the county or other jurisdiction in which the demised premises are located and Landlord shall return the recorded Memorandum to Tenant within sixty days after execution of this lease. Landlord shall furnish an accurate legal description of the demised premises or the shopping center if needed to record the Memorandum. If Landlord fails to return the recorded Memorandum to Tenant within said sixty day period, then Tenant may proceed to record on behalf of Landlord and Landlord shall promptly reimburse Tenant for all expenses in connection with recordation.

26. QUIET ENJOYMENT. Landlord covenants and warrants that Tenant shall have and enjoy during the term of this lease the quiet and undisturbed possession of the demised premises together with all appurtenances appertaining thereto. Rents and other charges due under this lease shall abate during any period of time Tenant is deprived of the use of the demised premises.



27. COMPLIANCE WITH LAWS. Landlord warrants that Landlord has made an investigation of the shopping center property sufficient to comply with all applicable environmental laws and to satisfy Landlord that the property is free of contamination from any hazardous or toxic substances. Landlord shall defend, indemnify and hold Tenant harmless from any claims, losses or damages resulting from any contamination of the shopping center property. Landlord shall, at Landlord's sole expense throughout the term of this lease comply with the requirements of all county, municipal, state and federal laws and regulations now in force, or which may hereafter be in force, which pertain to the physical or environmental condition of the shopping center or the demised premises, including without limitation laws pertaining to disabled persons, radon, hazardous substances and sprinkler systems including maintenance and monitoring of such systems.

28. PARAGRAPH HEADINGS; ETC. The numbered sections of this lease are referred to as Paragraphs, and the phrase "this Paragraph" shall mean the entire numbered Paragraph and not just a grammatical paragraph contained within a numbered Paragraph. The paragraph headings throughout this lease are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this lease. If any provision of this lease is held to be invalid or unenforceable, the remainder of this lease shall not be affected, and all other provisions shall be valid and enforceable to the fullest extent permitted by law. If any words are stricken from this lease, whether such words are preprinted, typewritten or handwritten, no inferences shall be drawn as to the parties' intent in striking the deleted words and this lease and the parties' intent shall be interpreted as if the stricken words had never appeared. This



lease is a negotiated agreement in which Landlord and Tenant have had equal power in determining its terms, and Landlord and Tenant agree that any rule of construction that a document is to be construed against the party who prepared it shall not be applied. The term "lease year" shall mean the calendar year and shall always end on December 31.

29. FACSIMILE SIGNATURES. When this lease is signed by Landlord or Tenant, Landlord or Tenant may deliver this lease to the other party via electronic facsimile ("fax") or other electronic means. Facsimile or electronic signatures shall be as valid and binding upon the parties as are original ink signatures. If a party (referred to in the remainder of this Paragraph as the "Sender", whether Landlord or Tenant) who receives a signed lease from the other (whether such signed lease is an original document or an electronic facsimile) signs this lease and returns via fax or other electronic means only the signature page of this lease to the other party (referred to in the remainder of this Paragraph as the "Receiver"), then the sending of the signature page shall constitute a declaration by the Sender that this lease has been signed in the form and content received by the Sender without modification unless the Sender simultaneously notifies the Receiver that the Sender has made revisions to this lease and sends the revised pages or a letter describing the revisions along with the signature page. The facsimile or electronic signature shall not be deemed binding upon the parties if the Receiver notifies the Sender that the Receiver rejects any part of or all of the revisions made to this lease by the Sender. Without in any way affecting the validity or finality of this lease, the Receiver of a facsimile lease or signature page may request that the Sender sign and return one or more original ink counterparts of this lease with the Sender's signature notarized and witnessed, or



attested if applicable, and the Sender shall promptly comply with the request.

30. CONFIDENTIALITY OF LEASE TERMS AND SALES INFORMATION.

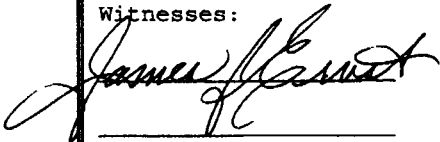
Landlord agrees that all terms of this lease as well as any information provided to Landlord pertaining to Tenant's gross sales shall remain confidential and shall not be divulged by Landlord without the written consent of Tenant to anyone other than Landlord's mortgagees or prospective mortgagees and to bona fide prospective purchasers of the shopping center.

31. LEASE BINDING ON HEIRS. All covenants and agreements of this lease shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest, and assigns of both the Landlord and Tenant.

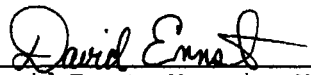
32. ENTIRE AGREEMENT. This lease constitutes the entire agreement between Landlord and Tenant and all understandings and agreements between Landlord and Tenant are merged in this lease. This lease may not be modified, amended or supplemented except by an agreement in writing signed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this lease to be duly executed and sealed, as of the day and year first above written.

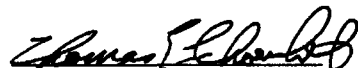
Witnesses:



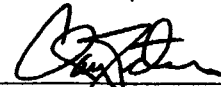
LANDLORD
ERNST REALTY, LLC (SEAL)

By: 
David Ernst, Managing Member

ATTEST:


Thomas E. Schoenheit
Assistant Secretary

TENANT
FAMILY DOLLAR, INC.

By: 
Clay Feter
Vice President



STATE OF NEBRASKA

NOTARY

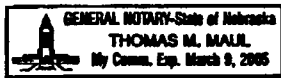
COUNTY OF Platte

I, Thomas M. Maul, a Notary Public in

and for the aforesaid State and County, do hereby certify that DAVID ERNST, Managing Member, personally appeared before me this day and that by the authority duly given and on behalf of ERNST REALTY, LLC, the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 23rd day of

December, 2002.



Thomas M. Maul
Printed Name: Thomas M. Maul
Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Sharon Wood, a Notary Public in and for the aforesaid State and County, do hereby certify that CLAY TETER and THOMAS E. SCHOENHEIT, Vice President and Assistant Secretary, respectively, of FAMILY DOLLAR, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 17th day of December, 2002.

Sharon Wood
Sharon Wood
Notary Public

My Commission Expires:
08/15/2006



Project #111502
Address: 23rd St. and Pershing
Columbus, NE

EXHIBIT C - ADA CERTIFICATION

The undersigned certifies that the construction by Landlord of the demised premises complies with the Standards for Accessible design for new construction included in Appendix A to the Title III implementing regulations for the Americans with Disabilities Act of 1990, and that the common areas meet those standards.

Dated this ____ day of _____, 2003.

Witnesses (or ATTEST) _____

By: _____

STATE OF _____
COUNTY OF _____

NOTARY

I, _____, a Notary Public in and for the aforesaid State and County, do hereby certify that _____ personally appeared before me this day and that by the authority duly given and on behalf of _____ the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the _____ day of _____, 2003.

Printed Name: _____
Notary Public _____

My Commission Expires: _____

EXHIBIT C - ADA CERTIFICATION

LEASE DATED: 12-17-02

LOCATION: Columbus, NE

LANDLORD: DRE TENANT: SCW



0-0442678
FILED
3:40pm

NOV 17 1997

973219029

ARTICLES OF INCORPORATION
OF
FAMILY DOLLAR, INC.

EFFECTIVE
ELAINE F. MARSHALL
SECRETARY OF STATE
NORTH CAROLINA

The undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation pursuant to the provisions of Section 55-2-02 of the General Statutes of North Carolina, and to that end does hereby set forth the following:

ARTICLE I

The name of the corporation (the "Corporation") is Family Dollar, Inc.

ARTICLE II

The class of shares, the par value per share and the aggregate number of shares of such class which the Corporation shall have authority to issue are as follows:

<u>Class</u>	<u>No. of Shares</u>	<u>Par Value</u>
Common	10,000	\$.10

ARTICLE III

The street address of the registered office of the corporation is 10401 Old Monroe Road, Mecklenburg County, Matthews, North Carolina 28105, and the mailing address of the registered office of the corporation is P.O. Box 1017, Mecklenburg County, Charlotte, North Carolina 28201-1017. The name of the registered agent is Leon Levine.

ARTICLE IV

The name and address of the incorporator are:

Nancy E. LeCroy
2500 Charlotte Plaza
Charlotte, North Carolina 28244

ARTICLE V

The duration of the Corporation shall be perpetual.

ARTICLE VI

The purpose of the Corporation shall be to engage in any lawful business or any lawful act or activity for which a corporation may be organized under Chapter 55 of the General Statutes of North Carolina.

ARTICLE VII

To the fullest extent permitted by the North Carolina Business Corporation Act as it exists or may hereafter be amended, persons acting as directors and/or incorporators of the Corporation shall not be liable to the Corporation or any of its shareholders for monetary damages for their activities performed in connection with the organization of the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles this 14th day of November, 1997.


Nancy E. LeCroy, as Incorporator

Drawn by, return to:
Parker, Poe, Adams & Bernstein L.L.P.
2500 Charlotte Plaza
Charlotte, North Carolina 28244
Attn: Nancy E. LeCroy, Esq.

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

DEC 12 2019

NEBRASKA LIQUOR
CONTROL COMMISSION

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

MANAGER MUST:

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

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

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

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

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

BARCODE

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

DEC 12 2019

**NEBRASKA LIQUOR
CONTROL COMMISSION**

MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: Family Dollar Inc.

Premise information

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

Premise Trade Name/DBA: Family Dollar #35650

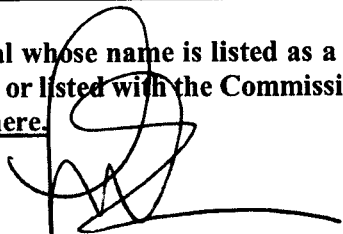
Premise Street Address: 2007 23rd Street

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402-564-2124

Premise Email address: kbrow700@familydollar.com

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



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Masters III First Name: Louis MI: J

Home Address: 620 E. 5th Street

City: Fremont County: Dodge Zip Code: 68025

Home Phone Number: _____

Driver's License Number & State: _____

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: Omaha, Ne

Email address: lomaster@familydollar.com

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

YES NO

Spouse's information

Spouses Last Name: Masters (Borshaw) First Name: Meghan MI: H

Social Security Number: _____

Driver's License Number & State _____ Nebraska

Date Of Birth: _____ Place Of Birth: Fremont, NE

APPLICANT'S & SPOUSE'S RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>620 East 5th Fremont, NE</u>	<u>2003</u>	<u>Present</u>			

NEVER RELEASE TO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1/18	7/18	Schwann's	Dave Gaetz	507-532-3274
4/17	11/17	Complete Nutrition	Ray Schumacher	

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

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):

Midland Keno DBAs Keno Cabana

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

YES NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

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

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Midland Keno Inc - President	10/06 - 10/07	Beaumont NC

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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

[Signature]
Signature of Manager Applicant

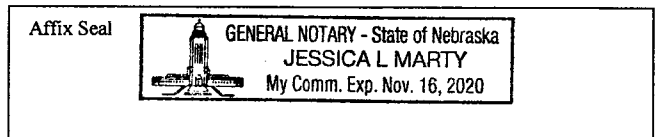
[Signature]
Signature of Spouse

ACKNOWLEDGEMENT

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

22nd day of October 2019 by Louis & Meghan Masters
date NAME OF PERSON BEING ACKNOWLEDGED

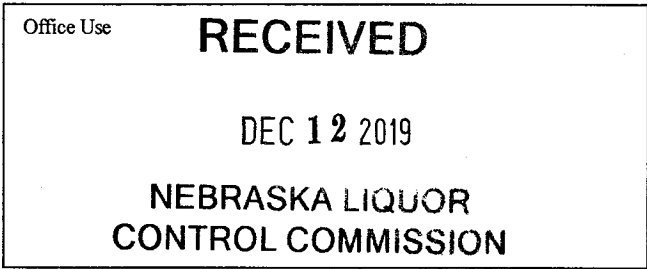
[Signature]
Notary Public signature



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

**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.

Meghan Masters
Signature of **NON-PARTICIPATING SPOUSE**
Meghan Masters
Print Name

Louis J. Masters
Signature of **APPLICANT**
Louis J. Masters
Print Name

State of Nebraska, County of Dodge

State of Nebraska, County of Dodge

The foregoing instrument was acknowledged before me
this 10/22/19 (date)

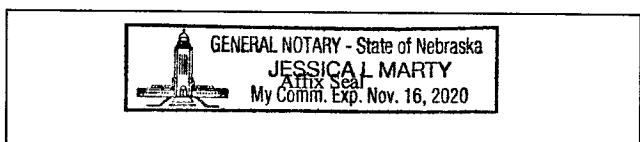
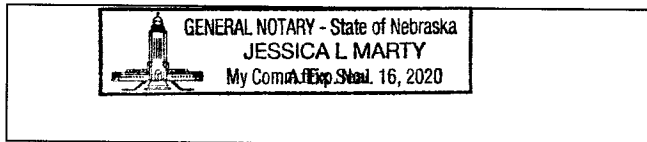
The foregoing instrument was acknowledged before me
this 10/22/19 (date)

by *Meghan Masters*
Name of person acknowledged
(Individual signing document)

by *Louis Masters*
Name of person acknowledged
(Individual signing document)

Jessica L. Marty
Notary Public Signature

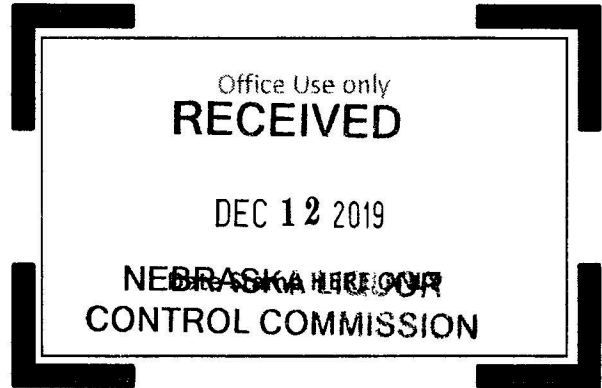
Jessica L. Marty
Notary Public Signature



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



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
3800 NW 12th Street
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 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.*

Trade Name: Family Dollar #

Name of Person Bring Fingerprinted: Louis J Masters III

Date of Birth: _____ Last 4 SSN: _____ Date fingerprints were taken: 10-16-19

Location where fingerprints were taken: 4411 S. 108th Street, Omaha, Ne

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

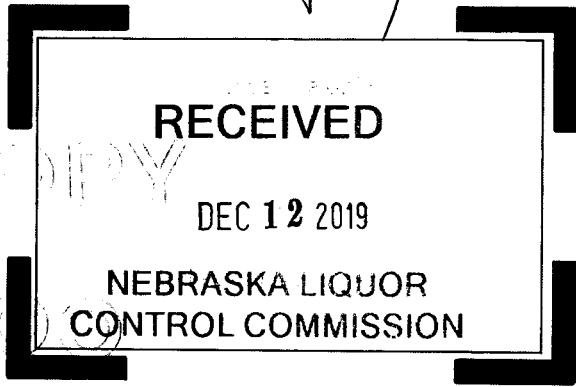
Louis J Masters III

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

COPY

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

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
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
3800 NW 12th Street
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 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.*

Trade Name: Family Dollar: (12 stores)

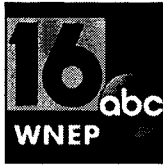
Name of Person Bring Fingerprinted: Lonnie W. McCaffety

Date of Birth: 01/30/1970 Last 4 SSN: 0395 Date fingerprints were taken: 02/08/2019

Location where fingerprints were taken: Charlotte, NC

How was payment made to NSP?
 NSP PAYPORT CASH CHECK SENT TO NSP CK # 509918
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



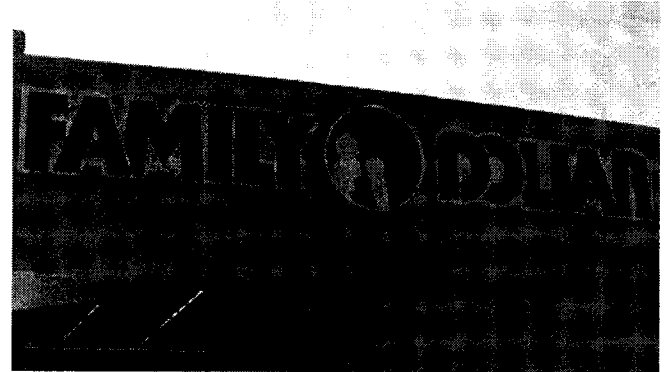
We'd like to send you notifications for the latest news and updates.

NO THANKS

ALLOW

STATION

Dollar Tree, the owner of Family Dollar, announced Thursday that it plans to start selling alcohol in 1,000 Family Dollar stores.



The discount chain also said it will expand freezers and coolers in 400 Family Dollar stores.

This is all part of an expansion plan after the company bought Family Dollar in 2015.

Dollar Tree says it will also rebrand about 200 Family Dollar stores to Dollar Tree.

According to the company, it plans to start selling items costing more than \$1 as a part of *Dollar Tree Plus!*

Back in March, Family Dollar announced it will close nearly 400 stores this year.

There is no word if this will affect any Family Dollar or Dollar Tree stores in our area.

RELATED STORIES

Family Dollar Will Close Nearly 400 Stores

Activist Wants Dollar Tree to Sell Stuff for More Than \$1

Family Dollar

Alcohol Management Plan

This document will detail Family Dollar's commitment and focus on creating an environment that is safe and secure. Our goal is to have an informed and observant team equipped to successfully handle all day-to-day activities.

Though the sale of Alcohol like Tobacco has its own set of procedures to follow, Family Dollar has addressed and intergraded those procedures in the same manner outlined in our Mission Statement and Commitment to our Values.

Family Dollar's success is built on the foundation of providing baseline knowledge along with in-depth training on topics that must be compliant from the first day of our associates' careers with Family Dollar. This training instructs them on how to act during a potential harmful occurrence and what to look for to identify a possible situation before it happens along with procedures to reduce any associated loss. This will ultimately reduce the frequency of these acts.

Document #1 lists the 20 online learning classes downloaded into the Family Dollar University file that each Associate must complete. Reading the list from bottom to top is the order of the online classes that are downloaded in the Family Dollar University File. The five classes that are on the bottom of this list must be completed before the new Associate can be placed on their own at our registers. Documents 2, 3, 4 and 5 are print screens of the 5th class titled "Keeping you Safe and Secure."

Our commitment to our Associate team is best stated on Document #3 under the heading "What's in it for Me?" At Family Dollar, we believe that our team members are our most important asset, therefore, ensuring that their personal safety is our first priority.

Another resource Family Dollar provides to every team member is our Store Operating Procedure (SOP), which can be accessed through our Store Portal. The SOP documents are listed by topic: Merchandising, Safety, Loss Prevention, Human Resources, etc. Each topic has multiple tabs that create ease in searching for specific procedures. Under the "Safety" topic, a few of the tabs

October- Robbery Prevention
November- Burglary Prevention
December- Store Safes

The order of the topics is not random; it is based on Store Operations; business, sales, increased staffing and even seasonal effects such as happens in June, when the days start getting longer and more people are out and about.

Another source that is used to initiate leadership conversations on certain topics is our Monthly Safety Calendar. The process is that every year the company sends each store that year's calendar. Then each month, a member of management speaks to each associate and has him or her sign the Calendar page. Documents 8 and 9 are copies of the calendar months of August and November 2018.

An additional procedure used by Family Dollar to ensure that policies and procedures are being followed is the LP1 audit. This audit is used when the Regional Loss Prevention Manager visits a location. Along with corporate visits, the Store Manager is required to perform a Self-Audit once a quarter. The store is graded on four topics: Cash Control, Physical Security, Integrity and inventory Control. A failing grade is 84% compliance. The LP1 Audit is retained in the Store Log Book for District Managers to review.

Another training and accountability tool is the Loss Prevention Awareness Checklist. A copy of each checklist is printed off of the store portal and reviewed with the store associates, and then signed by the associate and filed in the Store Log Book for review by the District Manager and Corporate visitors. The compliance of this checklist is a heavily weighed question on the LP1 audit. Document 15 A&B is a copy of this checklist.

Additionally, more training tools have been designed and implemented. When Store Managers are training new Assistant Store Managers or a newly assigned Store Manager they are given a closing MOD checklist and opening MOD Checklist. This checklist helps to build good habits and to follow the outlined policies and procedures of Family Dollar. These checklists serve as a step-by-step order to the newly assigned ASM

or Store Manager on how to close or open a Family Dollar store. Documents 16 A & B and 17 are the checklists.

Another safety device is that every store is equipped with a door chime that is motion-activated when a person enters or exit the store. This chime is designed to alert the associate(s) that there is activity at the front-door area of the store.

All of our stores are also equipped with a surveillance camera system that monitors the cash register area, front doors, receiving and stockroom area, along with certain high-loss merchandise categories. Store layouts also ensure that a camera also surveys the beer and wine locations of the store.

To conclude, Family Dollar's commitment to a safe and secure store is not implemented solely in a higher risk location. These procedures are rolled out throughout the entire company. The expectation is that every store follows the company's policy and procedures because no one really knows when or where an act of violence or harmful activity will occur, so every associate must be trained on what to do if an occurrence happens. If we create an environment of awareness, expectation and alertness, a culture in which every associate must do their part to keep their store secure and to remain focused on reducing loss, it will help our stores from being identified as easy targets.

are Customer Theft, Robbery Response, Closing the Store and Cash Handling Procedures. If you look at Document #1, you will see that the fourth class that a new associate takes is "The Store Portal Overview," which teaches him or her how to navigate through the valuable content of the Store Portal.

Along with the online learning process, Family Dollar has installed and implemented scheduled times throughout the year to revisit certain topics that are designed to help keep our stores, safe and to refresh our associates on each of our roles in reducing loss of any kind, mainly our first priority, if a harmful act happens in one of our stores.

Another company program is the Robbery Response Packet. Each page of this Packet is posted on the Loss Prevention Bulletin Board in the associate breakroom. There is also a packet at each register for quick response if a robbery happens at one of our stores. This packet is first introduced to the associate when he or she takes the online learning class labeled "Keeping you Safe and Secure." Documents 10, 11, 12, 13, and 14 comprise the Robbery Response Packet.

Another one of these scheduled times is found in our Store Log Book labeled "Loss Prevention Topic of the Month" checklist. The process is that a member of management walks through the checklist to ensure that all the procedures are being followed; if a procedure is not followed 100%, they immediately correct it to get it up to standard. This also creates a leadership moment to revisit with our associates why and what is in it for them when we follow Safety and Loss Prevention procedures. Each month has a different Topic. Documents 6 and 7 are copies of October and August Checklists. This is the list of the Loss Prevention Topic of the Month:

January- Key and Access Control

February- CCTV/ Detailed POS Overview March- Check-Point Procedures

April- Store Closing Procedures

May- Store Billing Summary

June- Robbery Prevention

July- Burglary Prevention

August- CCTV and POS Detail Overview September- Checkpoint

LIQUOR LICENSE NOTICE

NOTICE IS HEREBY GIVEN THAT on September 25, 2019, Artzy Haven LLC dba Artzy Haven made application to the Nebraska Liquor Control Commission for a change of location for a Retail Class "I" Beer, Wine, Distilled Spirits, On Sale Only Liquor License from 1354 27 Avenue to 2422 13 Street, Columbus, Nebraska. A copy of said application was received from the Nebraska Liquor Control Commission by the City Clerk's Office on January 13, 2020.

Said application will be submitted to the City Council at a meeting to be held in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska on the 3 day of February, 2020 at 7:00 p.m., at which time protests against and recommendations for the granting of said change of location will be heard.

City of Columbus, Nebraska
BY: Janelle Kline
City Clerk

Publish 01:23:20
Two Affidavits of Publication

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: January 23, 2020

DUE DATE: February 3, 2020

Applicant Artzy Haven LLC
Address 1354 27 Avenue to 2422 13 Street, Columbus, NE 68601
Legal Description All of Lot 5 and the West 14 feet of Lot 6, Block 59,
Original City of Columbus, Plate County, Nebraska

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 1
Existing Zoning: B-1
Existing Land Use: Commercial
Adjacent Land Use and Zoning:

North: B-1
South: B-1
East: B-1
West: B-1

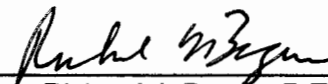
General Neighborhood/Area Land Uses: Commercial, single family residential

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): Local

Street Width and Profile: 56' Back of Curb to Back of Curb

Speed Limit: 20 mph

Average Daily Traffic Count: 1600 ADT Estimated 2016 NDOT



Richard J. Bogus, P.E.
City Engineer



COLUMBUS POLICE DEPARTMENT

2419 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: FEBRUARY 10, 2020

SUBJECT: ARTZY HAVEN
2516 13th STREET
COLUMBUS, NEBRASKA

ARTZY HAVEN
2422 13TH STREET
COLUMBUS, NE 68601

LIQUOR MANAGER: KRISTIN STOCK

Artzy Haven is a business in Columbus that is changing locations. They currently have a business at 2516 13th Street. This is where they do their craft type classes and they serve alcohol there. They have closed the location at 1354 27th Avenue. They eventually are moving to 2422 13th Street. This location is also going to be licensed since this is where they will end up having this.

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

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

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

The Columbus Police Department has no recommendation.

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

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

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

The area is zoned for business.

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

Sanitation or sanitary conditions are in order.

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

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

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

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

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

There are several existing liquor licenses in the area. El Tapatio is two blocks or a two minute walk from the establishment. Micek's Shangri La is approximately two blocks or a two minute walk. Oasis Bar is located two blocks or a two minute walk. There are four more on 11th Street, including, Reeders, Double T, Husker Bar, and Glur's Tavern. These are all approximately three to four blocks, and three to four minute walks away.

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

The proposed license is compatible with this area.

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

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

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

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

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

There is no evidence that the applicant will not take every reasonable precaution to prevent shoplifting and the area is reasonably secured. There are cameras installed inside the building, and there was discussion of locking up the alcohol storage so that minors could not get it.

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

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

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

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

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

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

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

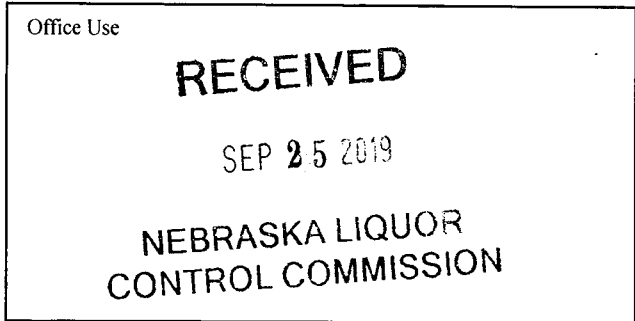
Activities will not create unreasonable noise.

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

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

APPLICATION FOR CHANGE OF LOCATION TO LIQUOR LICENSE

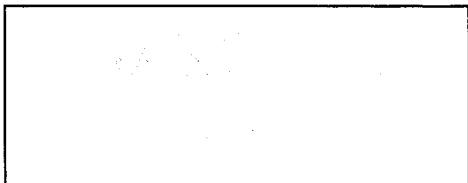
NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



Application:

- **Must include processing fee of \$45.00 checks made payable to Nebraska Liquor Control Commission (NLCC) or you may pay online at www.ne.gov/go/NLCCpayport**
- **Must include a copy of the lease, deed or purchase agreement showing ownership of new location. This document must read in the name liquor license is issued to, i.e. if license is issued to a corporation must read corporate name**
- **Must include simple hand drawn sketch of new location, must include outside dimensions in feet (not square feet), showing direction north
NO BLUE PRINTS**
- **May include approval from the local governing body; new location shall not be approved unless endorsed by the local governing body**
- **Check with your local governing body for any additional requirements that may be necessary in making this request for addition**
- **Change of location application will not be accepted if moving to a different jurisdiction (i.e. city or county); a new application will need to be filed.**

LIQUOR LICENSE # 122631 CLASS TYPE I
LICENSEE NAME Artzy Haven LLC
TRADE NAME Artzy Haven
CURRENTLY LICENSED ADDRESS 1354 27th Avenue
CITY Columbus ZIP CODE 68601 COUNTY Platte
CONTACT PERSON Kristin Stock
PHONE NUMBER OF CONTACT PERSON 402-649-7630
EMAIL ADDRESS OF CONTACT PERSON Kristin.C.artzyhaven.com



NEW PREMISE

Street Address #1 2422 13th St, Columbus, NE

Street Address #2 _____

Zip Code 68601 New Premise Phone Number 402-606-4600

Business e-mail address info@artzyhaven.com

MAILING ADDRESS FOR NEW LOCATION

Street Address #1 - same as above -

Street Address #2 _____

City _____ State _____ Zip Code _____

- Describe the new building to be licensed
 - ✓ Include sketch of building to be licensed with length & width in feet
 - ✓ If outdoor area to be licensed include on sketch with length & width
 - ✓ Indicate the direction north
 - ✓ Indicate single story building or give number of floors, how many are licensed
 - ✓ Indicate if there is a basement to be included in the licensed description

- Include proof of ownership (must be in the name liquor license is issued under)
 - ✓ deed
 - ✓ purchase agreement
 - ✓ lease; date lease expires _____

3. Is the new premise location within 150 feet of a church, school, hospital, home for the aged or 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 (Neb. Rev. Stat. 53-177)(1).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

4. When do you expect on moving into the new location? December 2019

I acknowledge under oath that the premises into which such move is made comply in all respects with the requirements of the act. Neb Rev Stat §53-129

Kristin K Stock

Signature of Licensee or Officer

State of Nebraska

County of Platte

The foregoing instrument was acknowledged before me this

9/3/19

Date

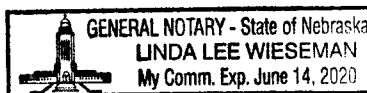
by Kristin K Stock

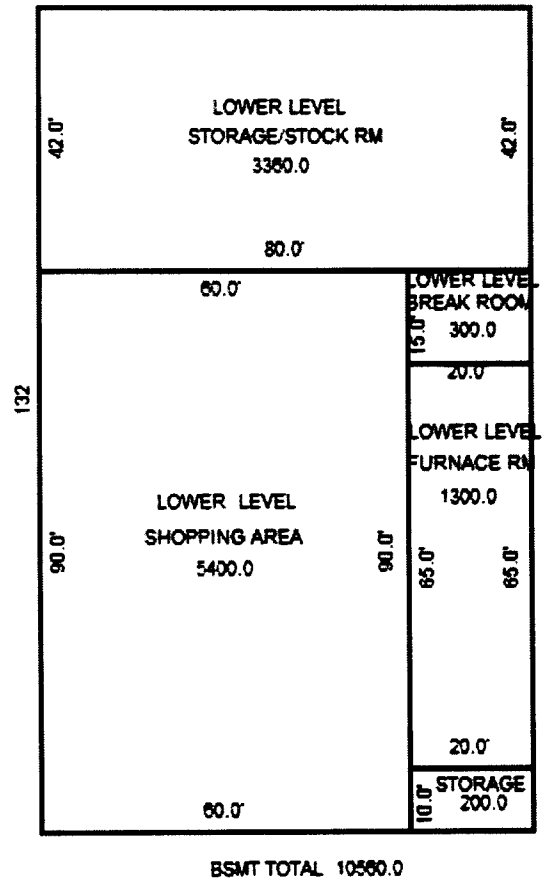
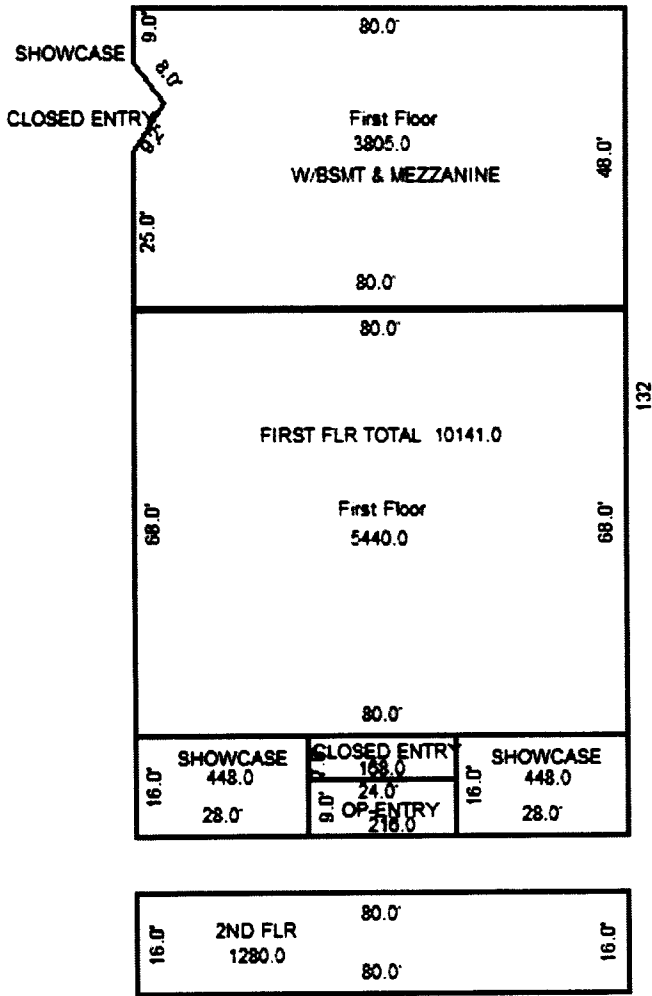
name of person acknowledged (individual(s) signing document)

Linda Weeseman

Notary Public signature

Affix Seal





BSMT TOTAL 10560.0

Sketch by Apex IV™

→ Yellow Highlighted Area to be licensed!

→ 3 floors w/ mezzanine level

Artzy Haven LLC has purchased a new Building at 2422 13th St Columbus, Nebraska. This is a new location for our license which was previously @ 1354 27th Ave. This 3 story Building will be used for retail, private Paint Parties ; Craft Classes. We will only provide Alcohol for Paint Parties ; Private Parties. The license areas are highlighted.

LIQUOR LICENSE NOTICE

NOTICE IS HEREBY GIVEN THAT on January 24, 2020, Artzy Haven LLC dba Artzy Haven made application to the Nebraska Liquor Control Commission for a change of location for a Retail Class "I" Beer, Wine, Distilled Spirits, On Sale Only Liquor License from 1354 27 Avenue to 2516 13 Street, Columbus, Nebraska. A copy of said application was received from the Nebraska Liquor Control Commission by the City Clerk's Office on January 27, 2020.

Said application will be submitted to the City Council at a meeting to be held in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska on the 18 day of February, 2020 at 7:00 p.m., at which time protests against and recommendations for the granting of said change of location will be heard.

City of Columbus, Nebraska
BY: Janelle Kline
City Clerk

Publish 02:06:20
Two Affidavits of Publication

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: January 28, 2020

DUE DATE: February 18, 2020

Applicant Artzy Haven LLC
Address 1354 27 Avenue to 2516 13 Street (Temporary Location)
Columbus, NE 68601
Legal Description W22 ½' E44 ½' LOTS 5-6 BLK 58 ORIGINAL 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 1
Existing Zoning: B-1
Existing Land Use: Commercial
Adjacent Land Use and Zoning:

North: B-1
South: B-1
East: B-1
West: B-1

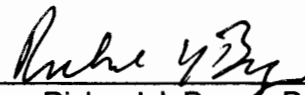
General Neighborhood/Area Land Uses: Commercial, single family residential

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): Local

Street Width and Profile: 56' Back of Curb to Back of Curb

Speed Limit: 20 mph

Average Daily Traffic Count: 1600 ADT Estimated 2016 NDOT



Richard J. Bogus, P.E.

City Engineer



COLUMBUS POLICE DEPARTMENT

2419 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: FEBRUARY 10, 2020

SUBJECT: ARTZY HAVEN
2516 13th STREET
COLUMBUS, NEBRASKA

ARTZY HAVEN
2422 13TH STREET
COLUMBUS, NE 68601

LIQUOR MANAGER: KRISTIN STOCK

Artzy Haven is a business in Columbus that is changing locations. They currently have a business at 2516 13th Street. This is where they do their craft type classes and they serve alcohol there. They have closed the location at 1354 27th Avenue. They eventually are moving to 2422 13th Street. This location is also going to be licensed since this is where they will end up having this.

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

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

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

The Columbus Police Department has no recommendation.

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

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

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

The area is zoned for business.

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

Sanitation or sanitary conditions are in order.

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

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

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

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

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

There are several existing liquor licenses in the area. El Tapatio is two blocks or a two minute walk from the establishment. Micek's Shangri La is approximately two blocks or a two minute walk. Oasis Bar is located two blocks or a two minute walk. There are four more on 11th Street, including, Reeders, Double T, Husker Bar, and Glur's Tavern. These are all approximately three to four blocks, and three to four minute walks away.

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

The proposed license is compatible with this area.

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

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

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

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

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

There is no evidence that the applicant will not take every reasonable precaution to prevent shoplifting and the area is reasonably secured. There are cameras installed inside the building, and there was discussion of locking up the alcohol storage so that minors could not get it.

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

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

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

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

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

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

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

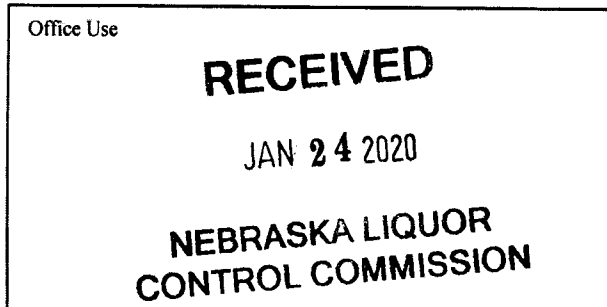
Activities will not create unreasonable noise.

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

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

APPLICATION FOR CHANGE OF LOCATION TO LIQUOR LICENSE

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



Application:

- Must include processing fee of \$45.00 checks made payable to Nebraska Liquor Control Commission (NLCC) or you may pay online at www.ne.gov/go/NLCCpayport
- Must include a copy of the lease, deed or purchase agreement showing ownership of new location. This document must read in the name liquor license is issued to, i.e. if license is issued to a corporation must read corporate name
- Must include simple hand drawn sketch of new location, must include outside dimensions in feet (not square feet), showing direction north
NO BLUE PRINTS
- May include approval from the local governing body; new location shall not be approved unless endorsed by the local governing body
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition
- Change of location application will not be accepted if moving to a different jurisdiction (i.e. city or county); a new application will need to be filed.

LIQUOR LICENSE # 122631 CLASS TYPE I

LICENSEE NAME Artzy Haven LLC

TRADE NAME Artzy Haven

CURRENTLY LICENSED ADDRESS 1354 27th Avenue

CITY Columbus ZIP CODE 68601 COUNTY Platte

CONTACT PERSON Kristin Stock

PHONE NUMBER OF CONTACT PERSON 402-649-~~7366~~ 7430

EMAIL ADDRESS OF CONTACT PERSON Kristin@artzyhaven.com

Payport
2/24/2020
trayb



NEW PREMISE

Street Address #1 2516 13th St, Columbus, NE 68601

Street Address #2 _____

Zip Code 68601 New Premise Phone Number 402-910-1154

Business e-mail address ~~XXXX~~ Classes@artzyhaven.com

MAILING ADDRESS FOR NEW LOCATION

Street Address #1 2422 13th Street

Street Address #2 _____

City Columbus State NE Zip Code 68601

1. Describe the new building to be licensed
 - ✓ Include sketch of building to be licensed with length & width in feet
 - ✓ If outdoor area to be licensed include on sketch with length & width
 - ✓ Indicate the direction north
 - ✓ Indicate single story building or give number of floors, how many are licensed
 - ✓ Indicate if there is a basement to be included in the licensed description

2. Include proof of ownership (must be in the name liquor license is issued under)
 - ✓ deed
 - ✓ purchase agreement
 - ✓ lease; date lease expires _____

3. Is the new premise location within 150 feet of a church, school, hospital, home for the aged or 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 (Neb. Rev. Stat. 53-177)(1).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

4. When do you expect on moving into the new location? _____

I acknowledge under oath that the premises into which such move is made comply in all respects with the requirements of the act. Neb Rev Stat §53-129

Kristen K Stock

Signature of Licensee or Officer

State of Nebraska

County of Platte

The foregoing instrument was acknowledged before me this

1/24/2020

Date

by

Kristen K Stock

name of person acknowledged (individual(s) signing document)

Karen A Stegman

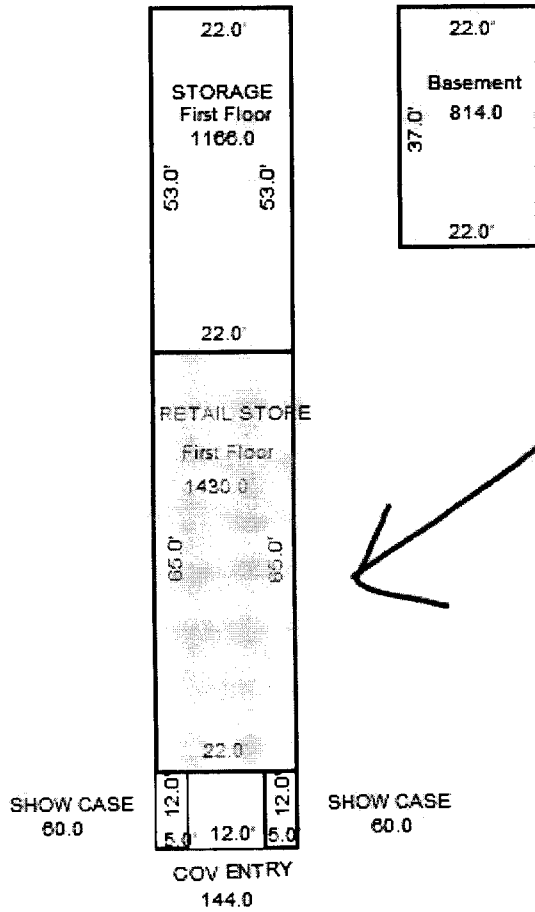
Notary Public signature

Affix Seal



Burmeister, Tracy

From: Kristin Stock <kristin@artzyhaven.com>
Sent: Friday, January 24, 2020 8:42 PM
To: Burmeister, Tracy
Subject: Re: AH PDFs



Handwritten note: 65×22 with an arrow pointing to the Retail Store area.

BSMT IS UNDER SHOWCASES & COV ENTRY.

Sketch by Apex IV™

Kristin K Stock

On Jan 24, 2020, at 4:25 PM, Burmeister, Tracy <tracy.burmeister@nebraska.gov> wrote:

I still need a drawing and measurements of your current location.

Thank You,

Tracy Burmeister

Attached is the request for change for Artzy Haven Lower Level. We were originally located next to the Cork and Barrel...on November 5th we along with Cork flooded as result of a broken water main. We moved into a temporary location at 2516 13th Street. This is a location we are currently at and will be till Mid June or July. I am requesting a temporary change till we are able to remodel our new location at 2422 13th Street. We have missed out on a lot of profitable parties as a result of this and would like to have our temporary location licensed till July.

Thank you and should you need additional information please contact me here at this address.....

Thanks

Kristin K Stock

LIQUOR LICENSE NOTICE

NOTICE IS HEREBY GIVEN THAT on January 21, 2020, C & S Entertainment, LLC dba Big 10 Sports Bar & Grill made application to the Nebraska Liquor Control Commission for a Retail Class "C" Beer, Wine, Distilled Spirits, On and Off Sale liquor license at 510 E 23 Street, Columbus, Nebraska. A copy of said application was received from the Nebraska Liquor Control Commission by the City Clerk's Office on January 23, 2020.

Said application will be submitted to the City Council at a meeting to be held in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska on the 18th day of February, 2020 at 7:00 p.m., at which time protests against and recommendations for the granting of said license will be heard.

City of Columbus, Nebraska
BY: Janelle Kline
City Clerk

Publish 02:06:20
Two Affidavits of Publication

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: January 24, 2020

DUE DATE: February 18, 2020

Applicant C & S Entertainment LLC dba Big 10 Sports Bar & Grill
Address 510 E 23 Street, Columbus, NE 68601
Legal Description Lot 7, Younes Subdivision, 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 C
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

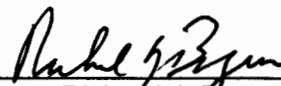
General Neighborhood/Area Land Uses: Commercial

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): Expresswy

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

Speed Limit: 45 mph

Average Daily Traffic Count: 17,600 (2016 ADT)



Richard J. Bogus, P.E.
City Engineer



COLUMBUS POLICE DEPARTMENT

2419 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: FEBRUARY 12, 2020

SUBJECT: C&S ENTERTAINMENT dba BIG 10 SPORTS BAR & GRILL
LIQUOR LICENSE APPLICATION
510 E. 23RD STREET
COLUMBUS, NEBRASKA

OWNER/MANAGER: CORY & STACEY SCHAEFER

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

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

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

The Columbus Police Department has no recommendation.

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

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

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

The area is zoned for business.

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

Sanitation or sanitary conditions are in order.

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

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

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

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

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

The existing liquor licenses in the area include one to the east, El Mez Cal. The licenses to the west include Applebee's, Corner Stop, Maximus, Wunderlich's Catering, and the American Legion Post 84.

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

The proposed license is compatible with this area.

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

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

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

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

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

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

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

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

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

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

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

The background information does reveal that Cory Schaefer was convicted of an Attempted Class IIIA or IV felony which he served 18 month probation on 8/2000. The background information reveals no felony arrests for Stacey Schaefer.

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

There is no evidence of discrimination involving the applicant.

- Q. Whether the applicant or the applicant's representatives suppressed any fact or provided any inaccurate information to the commission or local 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.

R. 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.

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

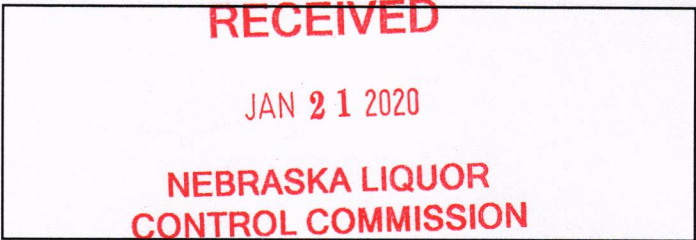
Activities will not create unreasonable noise.

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

Cory Schaefer was convicted of minor in possession of alcohol in 5/1999 and open alcohol container on 08/2006. 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.

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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/



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- 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 license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name ERIK C. KLUTMAN Phone number: 402-564-2848

Firm Name SIPPLE, HANSEN, EMERSON, SCHUMACHER, KLUTMAN @ VALORZ

PREMISES INFORMATION

Trade Name (doing business as) Big 10 Sports Bar & Grill

Street Address #1 510 E. 23rd Street

Street Address #2 _____

City Columbus County Platte ID Zip Code 68601

Premises Telephone number 402-606-5057

Business e-mail address stacey@floorstorene.com

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

Mailing address (where you want to receive mail from the Commission)

Name C & S Entertainment, LLC

Street Address #1 7 Beaver Lodge Road

Street Address #2 _____

City Columbus State Nebraska Zip Code 68601

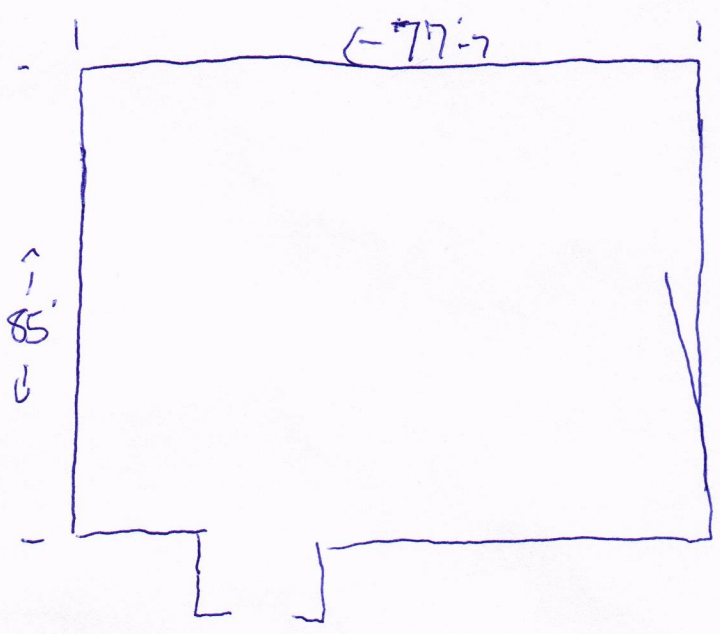
**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 85 x width 77 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

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



APPLICANT 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
See attached				

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

YES NO

If yes, give name of business and liquor license number _____

- a) Submit a copy of the sales 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

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

YES NO

If yes, give name and license number Kearney BBQ Company, #055865

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)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

PAGE 5, QUESTION 1

NAME OF APPLICANT	DATE OF CONVICTION	WHERE CONVICTED	DESCRIPTION OF CHARGE	DISPOSITION
Cory Schaefer	8/31/2000	Lincoln, NE	Attempted Class 3A or 4 Felony	18 months probation
	9/28/2000	Lincoln, NE	Refuse to comply with order of police	\$150 fine
	7/6/2000	Lincoln, NE	Violate traffic regulations within parks	\$10 fine
	3/14/2003	Lincoln, NE	Speeding, 16-20 mph; no seatbelt	\$125 fine \$25 fine
	3/29/2006	Lincoln, NE	Driving under suspension before reinstatement; speeding, 11-15 mph	\$100 fine \$75 fine
	8/14/2006	Lincoln, NE	Maintain disorderly house, 1 st offense	\$300 fine
	8/14/2006	Lincoln, NE	Possession of open alcohol container	\$50 fine
	2/16/1999	Lincoln, NE	Driving too fast for conditions; operating motor vehicle without operator's license on person	\$60 fine \$25 fine
	2/16/2006	Nebraska City, NE	Speeding, 21+ mph	\$200 fine
	1/31/2006	David City, NE	Speeding, 6-10 mph	\$25 fine

PAGE 5, QUESTION 1

	10/29/1998	Columbus, NE	Littering, 1 st offense	\$50 fine
	5/10/1999	Columbus, NE	Minor in possession of alcohol	\$250 fine, six months probation, impound license 60 days, court costs, test fees
	2/16/1999	Beatrice, NE	Speeding, 16-20 mph over speed limit	\$125 fine
Stacey Schaefer	5/11/2012	Columbus, NE	Animal at large, 2 nd offense; animal license required; animal license required	\$50 fine \$50 fine \$50 fine
	11/14/2011	Columbus, NE	Animal without city license	\$25 fine
	1/23/2012	Columbus, NE	Animal at large, 1 st offense	\$25 fine
	2/3/2012	Columbus, NE	Animal at large, 1 st offense; no city license; no city license; rabies vaccination required; rabies vaccination required	\$25 fine \$25 fine \$25 fine \$25 fine \$25 fine
	9/23/2019	David City, NE	Speeding, 11-15 mph	\$75 fine

PAGE 7, QUESTION 12

NAME	JOB TITLE	DATES of EMPLOYMENT	NAME AND LOCATION OF BUSINESS
Cory Schaefer	Owner and manager	2005-2009	Playmakers Bar and Grill, Lincoln, NE
	Assisted opening and manager	2010	Skeeter Barnes, Columbus, NE
	Assisted in opening and management	2013-2014	Whiskey Sands, Columbus, NE
	Consultant	2014-2015	Playmakers Bar and Grill, Lincoln, NE
Stacey Schaefer	Server/bartender	1998-1999	Hooters, Sioux Falls, SD
	Server/bartender	2002-2004	Duggan's Pub, Lincoln, NE
	Server	2006-2007	Heidelberg's North, Lincoln, NE
	Server/bartender/manager	2007-2009	Playmakers Bar and Grill, Lincoln, NE
	Opening consultant and staff trainer	2013-2014	Whiskey Sands, Columbus, NE
	Bartender	2014	Bo's West, Columbus, NE
	Bartender/server/manager	2014-2015	Playmakers Bar and Grill, Lincoln, NE

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) Bank of the Valley

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

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. Fountain pop dispenser leased from Pepsi, 8 booths from Jed Brunken, 7 6' tables from Jed Brunken, Dishwasher leased from Pegler Sysco

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or 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 (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

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

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

Bank of the Valley, Columbus, NE, authorized users: Cory Schaefer, Stacey Schaefer

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.

None

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)

List of NLCC certified training programs

Experience:

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

13. If the property for which this license is sought 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 show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

✓ X Lease: expiration date January 16, 2025

 _____ Deed
 _____ Purchase Agreement

✓ 14. When do you intend to open for business? March 1, 2020

✓ 15. What will be the main nature of business? Restaurant and bar

✓ 16. What are the anticipated hours of operation? 10:00 AM to 1:00 AM

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

RESIDENCES FOR THE PAST 10 YEARS; APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
See attached					

If necessary attach a separate sheet.

PAGE 7, QUESTION 17

Addresses of Cory and Stacey Schaefer:

825 8th Street, Columbus, NE; 2010-2012

1867 46th Avenue, Columbus, NE; 2012-2014

6130 Oakridge Drive, Lincoln, NE; 2014-2015

1211 Bordeaux Circle, Lincoln, NE; 2015-2016

2069 E Calle Colombo, Columbus, NE; 2016-2018

7 Beaver Lodge Road, Columbus, NE; 2018-present

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 in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

[Signature]
Signature of Applicant

[Signature]
Signature of Spouse

Cory Schaefer
Print Name

Stacey Schaefer
Print Name

[Signature]
Signature of Applicant

[Signature]
Signature of Spouse

Stacey Schaefer
Print Name

Cory Schaefer
Print Name

ACKNOWLEDGEMENT

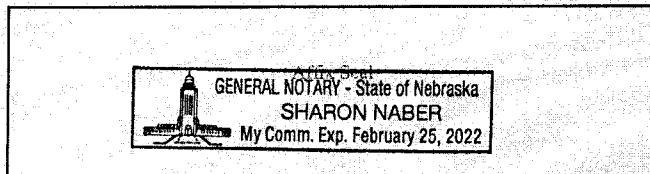
State of Nebraska
County of Platte

The foregoing instrument was acknowledged before me this

1-22-2020
date

by Cory Schaefer and Stacey Schaefer
name of person(s) acknowledged (individual(s) signing)

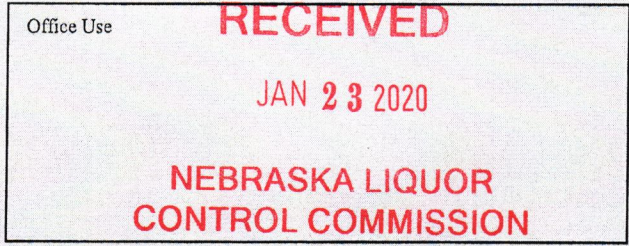
[Signature]
Notary Public signature



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

APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b

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



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) 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 for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Cory Schaefer

Name of Limited Liability Company that will hold license as listed on the Articles of Organization
C & S Entertainment, LLC

LLC Address: 7 Beaver Lodge Road

City: Columbus State: NE Zip Code: 68601

LLC Phone Number: 402-270-6004 LLC Fax Number 402-564-3909

Name of Managing/Contact Member
Name and information of contact member must be listed on following page

Last Name: Schaefer First Name: Stacey MI: L

Home Address: 7 Beaver Lodge Road City: Columbus

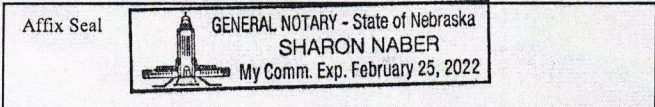
State: NE Zip Code: 68601 Home Phone Number: 402-270-6004

Stacey Schaefer
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Platte
1-22-2020
Date
Sharon Naber

The foregoing instrument was acknowledged before me this
by Stacey Schaefer
name of person acknowledge



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Schaefer First Name: Cory MI: K
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): Stacey L. Schaefer
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership 50%

Last Name: Schaefer First Name: Stacey MI: L
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): Cory K. Schaefer
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership 50%

Last Name: n/a 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: n/a 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 applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January 1, 2020 Ending Date: December 31, 2020

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

Nebraska Secretary of State

C & S ENTERTAINMENT LLC

Tue Jan 21 13:23:53 2020

SOS Account Number

2001006541

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

CORY SCHAEFER

7 BEAVER LODGE ROAD

COLUMBUS, NE 68601

Designated Office Address

7 BEAVER LODGE ROAD

COLUMBUS, NE 68601

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Jan 09 2020

Filed Documents

Filed documents for C & S ENTERTAINMENT 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	Jan 09 2020	\$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.

Certificate of Good Standing - USPS Mail Delivery
\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

**CERTIFICATE OF ORGANIZATION
OF
C & S ENTERTAINMENT, LLC
A Limited Liability Company**

The undersigned, desiring to form a limited liability company under and in conformity with the laws of the State of Nebraska, does hereby make this written certificate, as follows:

**ARTICLE I.
Name**

The name of this limited liability company is C & S ENTERTAINMENT, LLC.

**ARTICLE II.
Initial Designated Office**

The street and mailing address of the initial designated office is 7 Beaver Lodge Road, Columbus, Nebraska 68601.

**ARTICLE III.
Initial Agent**

The name and address of initial agents for service of process are Cory Schaefer, 7 Beaver Lodge Road, Columbus, Nebraska 68601.

IN WITNESS WHEREOF, the undersigned, an authorized person of said limited liability company, has caused this Certificate of Organization to be duly executed as of the 7th day of January, 2020.


Cory Schaefer

Business Plan

The mission of Big 10 Sports Bar and Grill is to provide a fun, fresh, vibrant atmosphere. It is our goal to provide a more upscale bar menu than is currently available in the area. We hope to provide a great place that people will travel from surrounding communities to enjoy.

We seek to cater to the working class, middle to upper class citizens of our community. They will experience a menu with a fresher variety of options, including a family friendly atmosphere. We have space to cater to families, but also those in the corporate world who would like to host lunches and dinners for clients, partners, vendors, etc.

We feel that providing ample tv screens, in addition to two pool tables and two dart boards, we will also be able to attract those seeking social entertainment whether it be watching the hottest game on tv, to challenging friends in a round of darts and pool leagues.

It is clear that there is concern in this community regarding the level of service required for such an establishment. It is our goal to provide effective training up front, but to continue ongoing support for our staff to help them grow and succeed in their roles at Big 10. We strive to create a team-based atmosphere where staff feel supported and secure in their position, allowing more time to focus on excellent customer service and having fun while working.

All in all, it is our mission to provide a new fresh experience for our community.

Thank you,
Cory and Stacey Schaefer

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 16th day of January 2020, by and between SBG, L.L.C. (hereinafter called "LANDLORD"), and C&S Entertainment LLC., (hereinafter called "TENANT").

ARTICLE I. PREMISES.

Section 1.1 Demised Premises. In consideration of the rents, covenants, and agreements to be performed by Tenant, Landlord demises and leases to Tenant, and Tenant rents from Landlord, the premises known locally as 510 East 23rd Street, Columbus, Nebraska (hereinafter called the "DEMISED PREMISES"). The Demised Premises are depicted on Exhibit A. The demised premises consist of approximately 6,124 square feet.

Section 1.2. Intentionally Deleted.

Section 1.3 Intentionally Deleted.

Section 1.4 Intentionally Deleted.

Section 1.5 Intentionally Deleted.

ARTICLE II. TERM

Section 2.1 Term. ~~The term of this Lease shall be for five (5) years beginning January 16, 2020~~ (hereinafter called the "COMMENCEMENT DATE") and ending January 16, 2025 unless terminated sooner as provided hereunder.

Section 2.2 Option to Renew. So long as Tenant is (1) not in default under the terms and provisions of the Lease and (2) open a operating its business in the Demised Premises, Tenant shall have the right and option to extend the Lease Term for one (1) five (5) year period(s) on the same terms as provided in said Lease except the Rent during each of said option period(s) shall be as outlined below, subject, however, to also include any additional rent amounts set forth in Article III of this Lease:

<u>Option Period</u>	<u>Rate/Annum</u>	<u>Rate/Week</u>
01/16/2025 to 01/16/2030	\$92,400.00 Base Rent	\$1,776.92 Base Rent

___ Tenant may exercise said options by giving Landlord written notice pursuant to Section 13.4 of this lease at least one (1) year prior to the termination of this Lease.

Section 2.3 Lease Year Defined. This term "LEASE YEAR" shall mean the twelve (12) calendar month period beginning on the sixteenth (16th) day of January and ending on the sixteenth (16th) day of the following January.

Section 2.4 Intentionally Deleted.

Section 2.5 Tenant's Installation of Fixtures. To expedite commencement of Tenant's Business in the Demised Premises, Tenant may enter upon the Demised Premises with the prior written approval of Landlord to Perform Tenant's work and install fixtures and furnishings. Landlord shall not be liable for loss or damage to fixtures, equipment or other personal property installed or placed within the Demised Premises, Tenant and Landlord shall split the cost of all utilities from the time it commences work within the Demised Premises.

ARTICLE III. RENT AND OTHER CHARGES.

Section 3.1 Rent. Tenant shall pay Landlord as rent for the Demised Premises the weekly amount outlined below during the term of this lease (hereinafter called "RENT"), in advance, on the first business day of each week to Landlords account at Columbus Bank and Trust Company 2501 13th Street Columbus, NE 68601, or at such other place designated by Landlord. Rent shall commence one month after opening day.

<u>Period</u>	<u>Rate/Annum</u>	<u>Rate/Week</u>
01/16/2020 to 01/16/2025	\$84,000.00 Base Rent	\$1615.38 Base Rent

Section 3.2 Rent Credit for Remodel Expense. Tenant is providing remodel construction, labor and materials at Tenants expense. Tenant may apply a credit of up to 50% of weekly rent until a total of \$32,100.00 in credits is reached.

Section 3.3 Taxes. Tenant shall pay all taxes assessed against Tenant's merchandise, trade fixtures and equipment located within the Demised Premises. Landlord shall pay the real estate taxes.

Section 3.4 Insurance. Landlord will arrange for casualty and liability insurance which covers the building and property.

Tenant shall be responsible for insurance coverage on building contents, typically referred to as "Renter's Insurance," at Tenant's expense. Tenant shall provide insurance for Liquor Liability and any additional potential risks due to operation of the business.

Section 3.5 Maintenance. Tenant shall pay for lawnmowing, snow removal, trash removal. Landlord shall pay for landscaping maintenance, 5th Season lawn program, line painting in parking lot, HVAC maintenance and repair.

Section 3.6 Past Due Rent and Additional Rent. If Tenant shall fail to pay any Rent or Additional Rent when the same is due and payable, Landlord shall be entitled to as liquidated damages, in addition to the unpaid amount, an amount equal to five percent (5%) of the unpaid amount, if said rent is more than seven days late.

If Tenant shall fail to pay any Rent or Additional Rent when the same is due and payable and such amount remains unpaid for thirty (30) days, Tenant shall pay interest on such amount after the thirty (30) day period at the rate of ten percent (10%) per annum the highest rate allowed by law, whichever is the lesser (hereinafter called the "DEFAULT RATE").

Section 3.7 Utility Charges. Tenant shall be solely responsible for and promptly pay all charges for heat, water (including sewer charges and/or taxes based on water consumption), gas, electricity or any other utility used or consumed within the Demised Premises. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the Demised Premises.

Section 3.8 Intentionally Deleted.

ARTICLE IV. CONDUCT OF BUSINESS BY TENANT.

Section 4.1 Use of Premises. Tenant shall use the Demised Premises solely for a Sports Bar and Grill / Restaurant, and for no other purpose without Landlord's prior written approval. Tenant shall comply with all rules, regulations and laws of any government authority with respect to its use and occupancy of the Demised Premises.

Section 4.2 Standards of Operation and Business Hours. Tenant shall keep the Demised Premises open for business to the public during the hours that such businesses are customarily open for business, unless prevented from doing so by strikes, fires, casualty or other similar cause, except during reasonable periods for repairing, cleaning or decorating. Nothing contained herein, however, shall require Tenant to remain open Sunday or legal holidays.

Section 4.3 Signs. Tenant shall not place any sign upon or within the Demised Premises without Landlord's prior written approval which shall not be unreasonably withheld. Tenant shall maintain its signs in good condition and repair. All signs shall comply with applicable ordinances, restrictions, and covenants, which compliance shall be the responsibility of the Tenant.

Section 4.4 Additional Provisions. Tenant's use of the Demised Premises shall further be restricted as follows:

- (A) Tenant shall not use the sidewalks or parking lot for the sale or display of merchandise or for advertising purposes without Landlord's prior written approval, which approval shall not be unreasonably withheld.
- (B) Tenant shall conduct no auction, fire, bankruptcy, liquidation or similar sale without Landlord's prior written approval, which approval shall not be unreasonably withheld.
- (C) Tenant shall keep the Demised Premise and exterior and interior of all windows, doors and all other glass in a neat and clean condition.
- (D) Tenant shall not allow any unlawful or immoral activities in the Demised Premises, create any nuisance or injure the reputation of the Landlord.
- (E) The delivery or shipping of merchandise supplies and fixtures to and from the Demised Premises shall be subject to such reasonable rules and regulations as Landlord deems necessary for the operation of the property.
- (F) Tenant shall store all trash and garbage within the designated areas and arrange for the regular pickup of the same at Tenant's expense.
- (G) Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- (H) Tenant shall provide for pest extermination services at reasonable intervals, if necessary.
- (I) Tenant shall not cover windows with any materials that block the visibility into the Demised Premises. Tenant shall not construct a wall, or position a cubicle, or place any similar structure or large object within eight feet (8') of the front windows (and side windows, if applicable) of the Demised Premises.
- (J) Tenant shall not use any portable space heaters or other source of heat or cooling other than the system installed by Landlord

ARTICLE V. MAINTENANCE AND REPAIRS

Section 5.1 Condition of Demised Premises. Tenant shall obtain, if necessary, a building permit from the city building department for the construction of the Demised Premises. Further, Tenant shall obtain a Certificate of Occupancy for the Demised Premises. Tenant shall deliver a copy of all building permits and Certificates of Occupancy to Landlord within five (5) days after issuance by the city building department. Construction of premises to be completed per plans submitted and approved by the Columbus Building Department.

Section 5.2 Condition of Demised Premise. Tenant shall keep and maintain in good order, condition and repair the Demised Premise and every part thereof, including (but not limited to) the exterior and interior portion of all doors, door checks, windows, pl: glass, store front, all plumbing and sewage facilities, fixtures, electrical system, walls, floors and ceilings, meters applicable to the Demised Premises, and all installations made by Tenant under the terms of this Lease. Tenant shall keep and maintain the Demised Premises in a clean, sanitary and safe condition.

Section 5.3 Compliance with Laws. Tenant shall make, at its expense, all repairs, additions and alterations to the Demised Premises ordered or required by the adoption by any governmental authority of new statutes, regulations, laws or ordinances, whether to meet the special needs of Tenant, or due to the occupancy of Tenant, or otherwise.

Section 5.4 Alterations by Tenant. Tenant shall not alter the Demised Premises and shall not install any fixtures or equipment within the Demised Premises without prior written approval of Landlord, which approval shall not be reasonably withheld.

Section 5.5 Landlord's Duty to Repair. Landlord shall keep and maintain the foundation, roof, exterior walls and structural portions of the Demised Premises in good repair, except any repairs required due to the negligence of Tenant, or its agents, employees, contractors, subtenants or assignees, which repairs shall be the responsibility of Tenant.

Section 5.6 Surrender of Demised Premises. At termination of this Lease, Tenant shall deliver the Demised Premises to Landlord in good and clean condition, **reasonable** wear and tear expected, and shall surrender all keys for the Demised Premises to Landlord. During the last thirty (30) days of the term of this Lease, Tenant shall remove all its trade fixtures and, to the extent required by Landlord, any other installations, alterations or improvements before surrendering the Demised Premises and Tenant shall repair any damage caused to the Demised Premises caused thereby. Also within the last thirty (30) days, Tenant shall remove its signage from the exterior fascia of the building and shall be obligated to patch and repaint said fascia to match existing color. Any items remaining in the Demised Premises at the termination of this Lease shall be deemed abandoned, become the property of Landlord and Landlord may dispose of the same without any liability at all.

Upon Tenant's delivery of keys to Landlord, Tenant and Landlord shall complete a walkthrough inspection of the Demised Premises to determine its final condition. Landlord shall also cause to be completed a review of all mechanical systems servicing the Demised Premises to verify their proper operation and shall verify that all utility and/or service bills for the Demised Premises have been paid in full.

Section 5.7 Construction Liens. Tenant shall not permit any mechanic's liens or similar liens to be placed against the Demised Premise. If such liens are filed or threatened, Tenant shall immediately obtain a release of the lien through payment or bonding. If a lien is not released within ten (10) business days from the date of written notice from Landlord, Landlord shall have the right, at Landlord's option, to pay the lien or any portion thereof and the amounts paid, including reasonable attorney's fees, expenses and interest at the Default Rate, shall be paid to the Landlord immediately. Tenant shall indemnify and hold Landlord harmless from all losses, claims, damages, costs and expenses relating to any repairs, installations or improvements to the Demised Premises made by Tenant.

Section 5.8 Roof. Tenant shall not cut, puncture or otherwise damage the roof of the Demised Premises. Tenant shall be responsible for any damage caused to the roof by any acts of Tenant, its agents, employees, contractors, subtenants or assignees.

ARTICLE VI. INSURANCE AND INDEMNITY.

Section 6.1 Tenant's Liability Insurance. Tenant shall, at its expense, keep in full force and effect a policy of public liability and property damage insurance with respect to the Demised Premises and the business operated by the Tenant and any subtenants or assignees. The coverage limits of the policy shall not be less than \$1,000,000 combined single limit per occurrence. The policy shall name Landlord and its mortgagee as additional insureds. The policy shall provide that the insurer shall not cancel or change the insurance without giving the Landlord thirty (30) days prior written notice. A copy of the policy or certificate of insurance shall be delivered to Landlord.

Section 6.2. Indemnification of Landlord. Tenant shall indemnify, defend, and hold Landlord harmless from all claims, demands, causes of action, actions, damages, liability, judgments or expenses, including reasonable attorney's fees and expenses, in connection with any personal injury or damage to property arising from or out of any occurrence in, upon or at the Demised Premises or any part thereof by Tenant, its agents, employees, contractors, subtenants or assignees, except if caused by the act or omission of Landlord, its agents, employees or contractors.

Section 6.3 Landlord's Liability Insurance.

Section 6.4 Indemnification of Tenant. Landlord shall indemnify, defend and hold Tenant harmless from all claims, demands, causes of action, actions, damages, liability, judgments or expenses, including reasonable attorney's fees and expenses, in connection with any personal injury or damage to property arising from or out of any occurrence in, upon or at the Common Areas, except if caused by the act or omission of tenant, its agents, employees, contractors, subtenants or assignees.

Section 6.5 Tenant's Casualty Insurance. Tenant shall, at its expense, keep all Tenant improvements, merchandise, fixtures or other personal property within the Demised Premise insured against fire, with extended coverage, the extent of at least eighty percent (80%) of the full insurable value thereof. Tenant shall further, at its expense, carry machinery repair insurance with coverage limits

no less than \$100,000 insuring both Landlord and Tenant against loss or liability caused by the operation or malfunction of the machinery related to the Demised Premises, including the heating and air conditioning and electrical system. The policy shall provide that the insurer will not cancel or change the insurance without giving the Landlord thirty (30) days written notice. A copy of the policy or a certificate of insurance shall be delivered to Landlord.

Landlord shall not be liable for any damage to any Tenant improvements, merchandise, fixtures and other personal property with the Demised Premises. Landlord shall not be liable for loss or damage to any property of Tenant or others by theft or otherwise.

Section 6.6 Landlord's Casualty Insurance. Landlord shall keep the Building insured against loss or damage by fire, with extended coverage, in such amount determined by Landlord, at its sole discretion as prescribed in Section 3.4,

Tenant will be responsible for casualty coverage of Tenant's contents at Tenant's own expense.

Section 6.7 Increase in Fire Insurance Premium. Tenant shall not keep, use, sell or offer for sale within the Demised Premises any item that may be prohibited by the standard form of fire insurance policy. If anything done or omitted to be done by Tenant causes the rate of fire or other insurance on the Demised Premises to be increased, Tenant shall pay the amount of such increase as Additional Rent.

ARTICLE VII. FIRE OR OTHER CASUALTY

Section 7.1 Notice. Tenant shall immediately notify Landlord of any damage caused to the Demised Premises by fire or other casualty.

Section 7.2 Partial Destruction. In the event of the partial destruction of the Demised Premises by fire or other casualty, Landlord shall restore or repair the Demised Premises to its condition before the damage with reasonable diligence. The Rent shall be reduced in direct proportion to the reduction in usefulness of the Demised Premises from the date of the damage until the Demised Premise is repaired or restored unless such partial destruction was proximately caused by the negligent act or failure to act of the Tenant or its agents.

Section 7.3 Substantial Destruction. In the event that the Demised Premise is substantially destroyed by fire or any other casualty, Landlord shall have the option to terminate this Lease by giving Tenant written notice within thirty (30) days after such destruction, and any unearned Rent shall be apportioned and returned to Tenant. If Landlord does not elect to cancel this Lease, the Lease shall remain in full force and effect and Landlord shall proceed with all reasonable diligence to repair and replace the Demised Premises to its condition immediately before the destruction. The Rent shall abate from the date of destruction until the Demised Premises is repaired or restored unless such substantial destruction was proximately caused by the negligent act or failure to act of the Tenant or its agents.

ARTICLE VIII. EMINENT DOMAIN.

Section 8.1 Partial Taking. If part of the Demised Premises shall be taken for public improvements or otherwise under the exercise of the right of eminent domain and the Demised Premises shall continue to be reasonably suitable for use by Tenant, then the Rent shall be reduced from the date of such taking in direct proportion to the reduction in usefulness of the Demised Premises.

Section 8.2 Substantial Taking. If the taking shall render the Demised Premises wholly unfit for use by Tenant, then Tenant shall have the right, at Tenant's option, to terminate and cancel this Lease on thirty (30) days written notice to Landlord, and Tenant shall be liable only for the Rent and Additional Rent accrued and earned to the date of surrender of possession of the Demised Premises to Landlord and for the performance of other obligations maturing before that date.

Section 8.3 Award. Tenant shall not be entitled to participate or receive any part of the damages or award that may be paid to or awarded Landlord due to a public taking, except where the award shall provide for moving or other reimbursable expenses for Tenant under applicable statute.

ARTICLE IX. ASSIGNMENT AND SUBLETTING.

Section 9.1 Consent Required. Tenant shall not sublet or assign the Demised Premises without Landlord's prior written approval which approval shall not be unreasonably withheld. The approval of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for approval to any subsequent assignment or subletting.

Section 9.2 Liability After Assignment. If Tenant receives rent or similar payments from a subtenant or assignee more than the amount being paid by Tenant to Landlord, then such excess amounts shall be paid by Tenant to Landlord as Additional Rent. Landlord may collect rent or similar charges from the subtenant or assignee and apply the net amount collected to the Rent hereunder.

ARTICLE X. DEFAULT

Section 10.1 Events of Default. The occurrence of any one or more of the following shall constitute an "EVENT OF DEFAULT" by Tenant:

(A) Failure to pay when due any installment of Rent or Additional Rent if the failure continues for ten (10) days after written notice of such default.

(B) Failure to cure or remedy any default in the performance or observance of any term, provision or covenant of this Lease to be performed or observed by Tenant, other than as described in subsection (A) above, if the failure continues for twenty (20) days after written notice of such default. However, if the default cannot be reasonably cured or remedied within the twenty (20) day period, Tenant shall not be deemed to be in default if Tenant shall have diligently commenced curing such default within such twenty (20) day period and proceeds thereafter to diligently and in good faith to remedy or cure the default. In no event shall the cure take longer than sixty (60) days. If at the end of the sixty (60) day period Tenant has failed to cure the default, the Tenant shall be deemed a default without further right to cure.

(C) Abandonment of the Demised Premises before the expiration of the term of this Lease.

(D) Failure to pay any installment of Rent or Additional Rent after more than three (3) written notices relative to similar failures during the term of this Lease shall be deemed an irrebuttable default without any right to cure.

(E) Tenant is adjudicated bankrupt or insolvent, or a receiver is appointed for Tenant's business or assets on the ground of Tenant's insolvency, or a trustee is appointed for Tenant, or a petition has been filed naming Tenant as the debtor under the bankruptcy laws of the United States, or Tenant shall make an assignment for the benefit of its creditors.

(F) If Tenant is a corporation or limited liability company and a controlling portion of its shares of stock or membership interest transferred by sale, assignment, bequest, inheritance, operation of law or other disposition to result in a change in the majority ownership of Tenant's stock or membership interest.

Section 10.2 Landlord's Remedies. Upon the occurrence of any one or more Event of Default, without notice or demand of any kind to Tenant, Landlord shall have the option to pursue, in addition to all other legal or equitable remedies, the following remedies:

(A) Landlord may elect to terminate this Lease, in which event Landlord may immediately repossess the Demised Premises and Tenant shall pay at once to Landlord, as liquidated damages, the sum of the Rent and Additional Rent for the balance of the stated term of this Lease, together with all expenses incurred by Landlord for legal services, brokerage fees and preparing the Demised Premises.

(B) Landlord may elect to terminate Tenant's right of possession of the Demised Premises without termination of this Lease, in which event Tenant shall surrender possession and vacate the Demised Premises immediately and deliver possession thereof to Landlord full and free license to enter into and upon the Demised Premises and remove Tenant and any other person, firm or corporation who may be occupying the Demised Premises and remove all personal property therefrom, without releasing Tenant from its obligation to pay the rent and Additional Rent and perform the covenants, conditions and agreements to be performed by Tenant under this Lease.

After taking possession of the Demised Premises without terminating this Lease, Landlord may, but shall not be obligated to, relet all or any part of the Demised Premises for such rent and upon such terms and to such person, firm or corporation and for such use or uses and such period or periods as Landlord, in Landlord's sole discretion, shall be required to accept any prospective lessee offered by Tenant or to observe any instruction given by Tenant about such reletting. For such reletting, Landlord may decorate or make repair changes, alterations or additions to the Demised Premises to the extent deemed by Landlord desirable or convenient. If the consideration collected by Landlord upon any such reletting is not sufficient to pay as liquidated damages, the Rent and Additional Rent reserved in the Lease, and the cost of repairs, alterations, additions, redecorating and other similar expenses, including reasonable attorney's fees and brokerage fees, then Tenant shall pay to the Landlord the deficiency upon demand.

Landlord, any time after the occurrence of an Event of Default, without being under any obligation to do so and without thereby waiving such default, may cure the default of the account of Tenant (and enter the Demised Premises for such purpose). Tenant shall pay to Landlord upon demand, all costs, expenses and disbursements, including reasonable attorney's fees incurred by Landlord in curing such default with interest thereon at the Default Rate.

ARTICLE XI. SUBORDINATION, OFFSET STATEMENT AND ATTORNEYS FEES

Section 11.1 Subordination. Landlord is hereby irrevocably vested with the full power and authority, if it so elects, to subordinate this Lease to any mortgage, deed of trust, or other lien now or hereafter placed upon the Demised Premises. Within ten (10) days after the request therefore by Landlord, Tenant shall execute and deliver an agreement subordinating this Lease, provided such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagee, and that the right of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all of the covenants and conditions of this Lease.

Section 11.2 Estoppel Certificate. Within ten (10) days after request therefore by Landlord, Tenant shall execute and deliver a statement certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto.

Section 11.3 Attornment. Tenant shall, in the event any proceedings are brought for foreclosure of, or upon exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Demised Premises, attorn to the purchaser upon any such foreclosure of sale and recognize such purchaser as Landlord under this Lease.

Section 11.4 Attorney-in Fact. In the event that Tenant shall fail to execute and deliver instruments pursuant to Sections 11.1, 11.2, and 11.3, then Tenant hereby appoints Landlord as attorney-in-fact for Tenant to execute any such instrument or certificate for and on behalf of Tenant.

ARTICLE XII. HAZARDOUS SUBSTANCES

Section 12.1 Landlord's Obligations. Landlord represents and warrants that, during the term of this Lease, Landlord shall not use, generate, place, store, release, or otherwise dispose of, nor allow the use, generation, placing, storage, release, or disposal of Hazardous Materials in the leased property, except in strict accordance with all Environmental Laws. If, during the term of this Lease, Hazardous Materials are discovered in any portion of the leased property outside the Demised Premises, Landlord shall immediately undertake or cause to be undertaken remediation or removal of the Hazardous materials according to all Environmental laws and, to the extent Tenant's business is interrupted during the remediation or removal, the rent shall be abated as is fair and reasonable under the circumstances. Landlord shall indemnify, defend and hold Tenant harmless against and reimburse Tenant for all Hazardous Materials Liabilities asserted against or incurred by Tenant arising out of a breach of the representations, warranties or covenants set forth in Section 12.1.

Section 12.2 Tenant's Obligations. Tenant represents and warrants that, during the term of this Lease, Tenant shall not use, place, store, release or otherwise dispose of Hazardous Materials in the Demised Premises or leased property, except in strict accordance with all Environmental Laws. In the event of a breach of the foregoing, Tenant shall immediately undertake or cause to be undertaken remediation or removal according to all Environmental Laws. Tenant shall indemnify, defend and hold Landlord harmless against and reimburse Landlord of all Hazardous Materials Liabilities asserted against or incurred by Landlord arising out of a breach of the representations, warranties or covenants set forth in this Section 12.2.

Section 12.3 Hazardous Materials Defined. The term "HAZARDOUS MATERIALS" as used herein means any substance, (i) the presence of which special handling, storage, investigation, notification, monitoring, or remediation under any Environmental Law is required, (ii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, otherwise hazardous, (iii) which is or becomes regulated by any Governmental Authority, or (iv) the presence of which causes or threatens to cause a nuisance to the leased property or Demised Premises or to adjacent properties or Demised Premises.

Section 12.4 Environmental Laws Defined. The term "ENVIRONMENTAL LAWS" refer to all Laws relation to (i) emissions discharges, spills, releases or threatened releases of Hazardous Materials onto land or into ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, or septic systems, (ii) the use, treatment, storage, disposal, handling, manufacturing, transportation, or shipment of Hazardous Materials, or (iii) the protection of human health or the environment.

Section 12.5 Hazardous Materials Liabilities Defined. The term "HAZARDOUS MATERIALS LIABILITIES" as uses herein means all claims, damages, losses, forfeitures, expenses, or liabilities arising from or caused in whole or in part, directly or indirectly by a breach by the other parts of its representations, warranties, or covenants under Section 12.1 or 12.2, including (but not limited to) all costs of defense (including reasonable attorney's fees and other costs of litigation), all consultant's fees, and all costs of investigation, repair, remediation, restoration, clean up, detoxification or decontamination, and/or preparation and implementation of any closure, remedial action or other required plan.

Section 12.6 Survival. The provisions of the Article XII shall survive the expiration or earlier termination of this Lease.

ARTICLE XIII. GENERAL PROVISIONS

Section 13.1 Landlord's Right of Entry. Landlord reserves the right, at all times during the term of this lease, to enter the Demised Premises for inspection and examining the same, and to show the same to prospective purchasers or tenants, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. During the last ninety (90) days of this Lease, Landlord may exhibit the Demised Premises to prospective tenants or purchasers, and place upon the Demised Premises the usual notices advertising the Demised Premises for sale or lease. If Tenant shall not be present to open and allow entry into the Demised Premises, at any time, when for any reason entry shall be necessary or permissible, Landlord may enter by use of a master key or by forcible entry without rendering landlord liable therefore, and without in any manner affecting the obligations of the Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability all for the care, maintenance or repair of the Demised Premises except as otherwise herein specifically provided.

Section 13.2 Quiet Enjoyment. Tenant shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Demised Premises while this Lease remains in force, without hindrance, disturbance or molestation from Landlord, subject to the specific provisions of this Lease.

Section 13.3 Trade Fixtures. At the expiration of this Lease, provided Tenant is not in default, Tenant shall have the right to remove any trade fixtures installed by Tenant at the Demised Premises. Tenant shall repair any damage to the Demised Premises caused by such removal. Notwithstanding the foregoing, Landlord shall have a lien upon the fixtures, or any additions thereto, during the term of this Lease to secure performance by Tenant. Any security interest or lien on equipment and trade fixtures by Lessor shall be secondary to the Lessee, (Franchisor) or the lender during the term of this agreement and any renewal, assignment or termination.

Section 13.4 Notices. Whenever any notice is required or allowed hereunder, such notice shall be in writing. Any notice or document required or allowed to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the following addresses:

LANDLORD:

Jed S. Brunken, Operating Member
SBG, L.L.C.
817 Comanche Street
Columbus, Nebraska 68601-0218

TENANT:

Cory and Stacey Schaefer, Operating Members
C&S Entertainment, LLC
7 Beaver Lodge Road
Columbus, NE 68601

With a copy to:

Jason D. Mielak
Fehring, Mielak, & Fehring, P.C., L.L.O.
3919 25th Street
Columbus, Nebraska 68601

Section 13.5 Holding Over. In the event Tenant, with Landlord's consent, remains in possession of Demised Premises after the expiration of this Lease, Tenant shall be deemed to be occupying the Demised Premises as a month to month tenant subject to the terms, covenants and conditions of this Lease.

Section 13.6 Partial Invalidity. If any term or condition of this Lease shall to any extent be invalid or unenforceable, then the remainder of this Lease, other than those to which it is held invalid or unenforceable, shall not be affected and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent allowed by law.

Section 13.7 Waiver. Waiver of any default, breach or failure under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure.

Section 13.8 Amendment. All amendments to this Lease shall be in writing executed by the parties.

Section 13.9 Successors. the provisions, covenants, and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and assigns of each party. Landlord shall have the right to assign this Lease and be released therefrom upon the sale of the Demised Premises.

Section 13.10 Choice of Law. The laws of the State of Nebraska shall govern interpretation, validity, performance and enforcement of this Lease.

Section 13.11 Superseding Lease. This Lease supersedes all previous leases or other agreements between the parties hereto concerning the Demised Premises.

Section 13.12 First Right of Refusal.

(A). During the term of this lease or any extension thereof, Landlord agrees that it will not transfer, sell, or otherwise dispose any part or all of its interest in the Demised Premises without first offering the same in writing to Tenant at a price and upon terms no less favorable than those by which Landlord is willing to accept from a third party (as evidenced by a bona fide written offer received from such third party by Landlord). Within thirty (30) days after receipt of such written offer, Tenant may accept such offer by giving written notice to Landlord. If, within such 30 day period, Tenant does not agree to purchase the interest in the real property of the Landlord on the terms and conditions provided above, Landlord may, within 45 days from the expiration of such 30 day period, transfer the interest to such third party only on terms no less favorable to Landlord. If the interest in the real property is not so disposed of within the 45-day period, Landlord shall, before disposition of their interest, be obligated to first re-offer it to tenant pursuant to the terms of this Paragraph (A).

(B). the parties hereto agree that this document may be recorded with the Platte County, Nebraska Register of Deeds Office for the purpose of notice to the public.

(C). This Agreement shall be binding and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

(D). Landlord and Tenant agree that if at any time during the lease period, the Tenant does wish to purchase the property, the Landlord will sell at an agreed upon price. If a sale price cannot be agreed upon, then by using the average of two appraisals.

ARTICLE XIV. SPECIAL PROVISIONS.

Section 14.1 Utility Accounts. Tenant will arrange with Utility Companies to transfer services to their own accounts. For example, Electrical Service, Gas Service, Telephone Service, and the like.

Section 14.2 Liquor License. The parties' obligations under this Lease are contingent upon Tenant receiving approval for a liquor license, including temporary agency agreement, from the State of Nebraska Liquor control Commission to operate at the Demised Premises for a period up to 120 days subsequent to the filing of the application. In furtherance thereof, Landlord agrees to work with the prior Tenant to execute the necessary documents required by the State of Nebraska, to effectuate said transfer and assignment. Tenant shall pay all costs associated with such transfer and assignment by temporary agency agreement.

Section 14.3 Intentionally Deleted.

Section 14.4 Interior Renovations. Any interior renovations to the building must be approved in advance by Landlord in writing in addition to any approval required by the City of Columbus or other governmental or regulatory agency or entity. Landlord shall not unreasonably withhold such approval.

Section 14.5 Outdoor Construction. If Tenant wishes to make any physical improvements to the outdoor areas of the Demised Premises including building an outdoor seating area, any improvements must be approved in advance by the Landlord in writing in addition to any approval required by the City of Columbus or other governmental or regulatory agency or entity. Landlord shall not unreasonably withhold such approval.

Section 14.6 Use of Landlord's Furniture/Equipment. The use of Landlord's furniture, equipment is included in Article III Rent and other Charges. These items will be inventoried in quantity and condition on the takeover date. Tenant to be responsible for repairs to/replacement of landlord's Furniture, Equipment resulting from misuse, vandalism, theft, and handling beyond ordinary wear and tear. Landlord and Tenant agree that use of refrigeration coolers is included, should the units fail or require maintenance, it will be at the expense of the tenant.

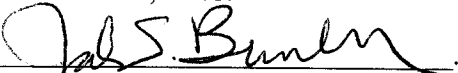
Tenant agrees to arrange and pay for Hood maintenance a minimum of three (3) times a year. Tenant will clean compressors of refrigeration equipment of dust regularly. Landlord will replace HVAC filters a minimum of four (4) times a year.

Section 14.7 Use of Parking Lot by Others. Tenant acknowledges and consents to Landlord permitting the Holiday Inn Express use of the Demised Premises parking lot for overflow parking.


SIGNATURE PAGE

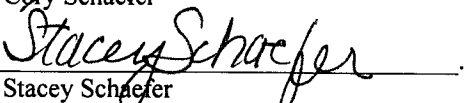
DATED this 16th day of January, 2020

LANDLORD: SBG, L.L.C.

By: 
Jed S. Brunken, Operating Member

TENANT: C&S Entertainmnet, LLC

By: 
Cory Schaefer


By: 
Stacey Schaefer

GUARANTEE OF LEASE

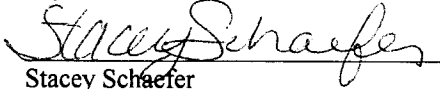
The undersigned do hereby guarantee the full performance of this Lease and do further expressly waive notice of non-performance or default under the Lease by or on behalf of Tenant, and further expressly hereby waive any legal obligations or necessity for Landlord to proceed first against Tenant or to exhaust any remedy Landlord may have against Tenant, it being understood that in the event of default or failure of performance under the Lease in any respect by Tenant, Landlord may proceed and have right of action solely against either the undersigned or Tenant, or jointly against the undersigned and Tenant.

If the Lease is renewed or its term extended, for any period beyond the original termination date specified in the Lease, either pursuant to any option granted under the Lease or otherwise at any time, or if Tenant holds over beyond the term of the Lease, or if Lease is modified in any way, the obligations hereunder of Guarantor shall extend and apply with respect to the full performance and observance of all the covenants, terms, and conditions of the Lease, as existing, extended, renewed or modified and of any such amendment thereof.

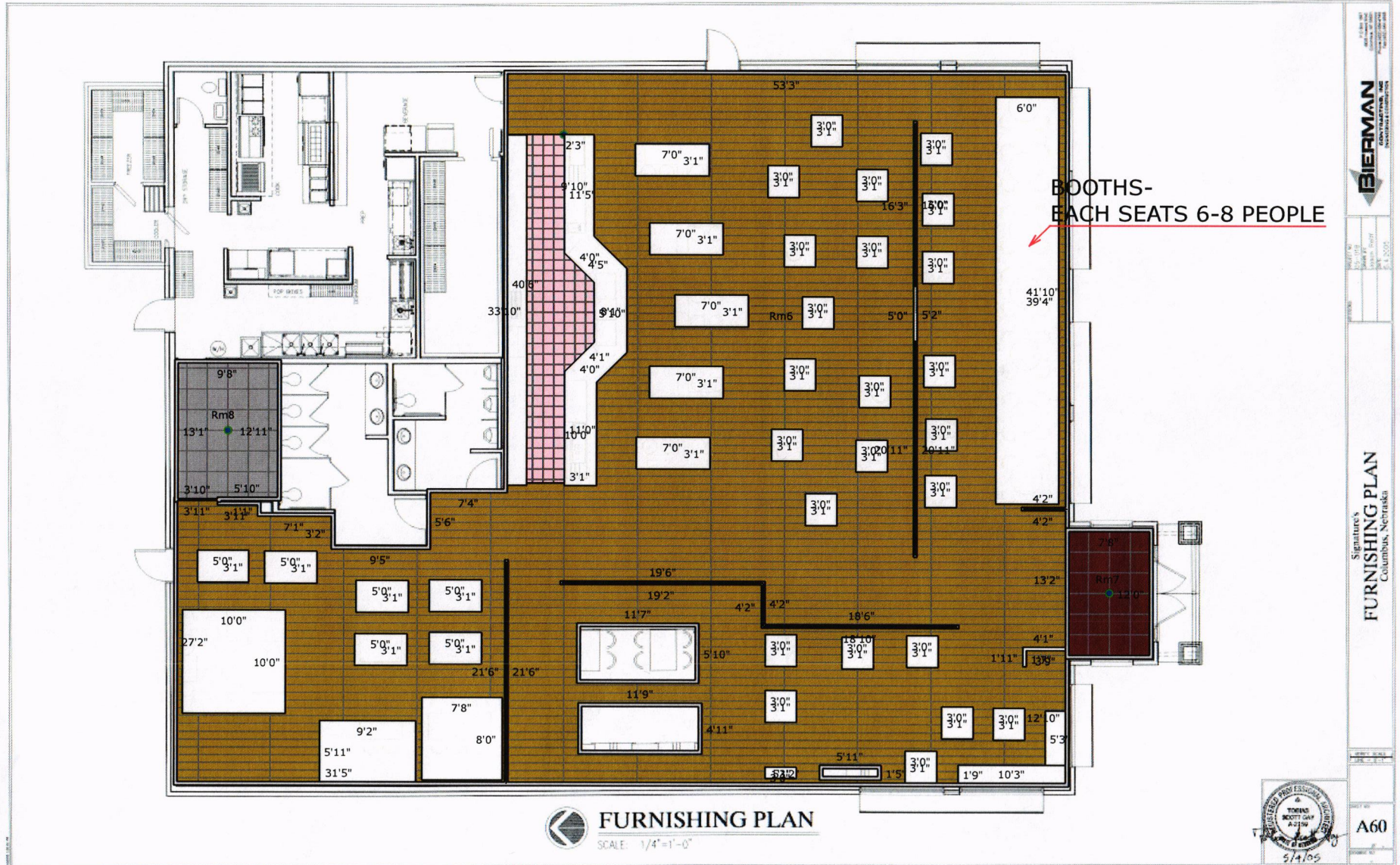
Dated this 16TH day of January, 2020.



Cory Schaefer

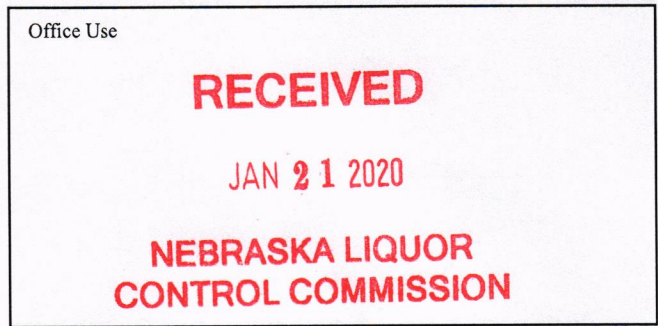


Stacey Schaefer



**MANAGER APPLICATION
INSERT - FORM 3c**

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



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

MANAGER MUST:

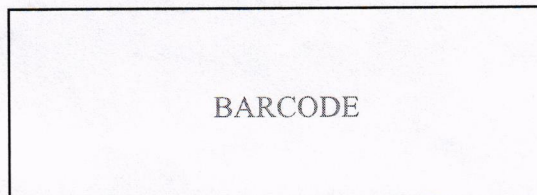
- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in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

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

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

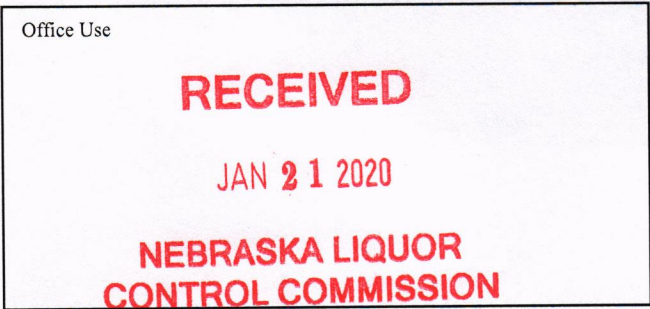
Spouse who **will** participate in the business, the **spouse must:**

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



**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: C & S Entertainment, LLC

Premise information

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

Premise Trade Name/DBA: Big 10 Sports Bar & Grill

Premise Street Address: 510 E 23rd Street

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402-606-5057

Premise Email address: stacey@floorstorene.com

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

✓

Stacey Schaefer

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Schaefer First Name: Stacey MI: L
 Home Address: 7 Beaver Lodge Road
 City: Columbus County: Platte Zip Code: 68601
 Home Phone Number: 402-270-6004
 Driver's License Number & State: _____, Nebraska
 Social Security Number: _____
 Date Of Birth: _____ Place Of Birth: Lexington, Dawson County, NE
 Email address: stacey@floorstorene.com

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

YES NO

Spouse's information

Spouses Last Name: Schaefer First Name: Cory MI: K
 Social Security Number: _____
 Driver's License Number & State: _____, Nebraska
 Date Of Birth: _____ Place Of Birth: Columbus, Platte County, NE

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

APPLICANT	YEAR FROM	YEAR TO	SPOUSE	YEAR FROM	YEAR TO
See attached					

PAGE 3

Addresses of Cory and Stacey Schaefer:

825 8th Street, Columbus, NE; 2010-2012

1867 46th Avenue, Columbus, NE; 2012-2014

6130 Oakridge Drive, Lincoln, NE; 2014-2015

1211 Bordeaux Circle, Lincoln, NE; 2015-2016

2069 E Calle Colombo, Columbus, NE; 2016-2018

7 Beaver Lodge Road, Columbus, NE; 2018-present

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2014	2015	Playmakers Bar and Grill	Brent Zyweic	402-525-8880
2016	Present	The Floor Store of Nebraska LLC	Cory Schaefer	402-564-8723

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
See attached				

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

YES NO

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

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

YES NO

PAGE 4, QUESTION 1

NAME OF APPLICANT	DATE OF CONVICTION	WHERE CONVICTED	DESCRIPTION OF CHARGE	DISPOSITION
Cory Schaefer	8/31/2000	Lincoln, NE	Attempted Class 3A or 4 Felony	18 months probation
	9/28/2000	Lincoln, NE	Refuse to comply with order of police	\$150 fine
	7/6/2000	Lincoln, NE	Violate traffic regulations within parks	\$10 fine
	3/14/2003	Lincoln, NE	Speeding, 16-20 mph; no seatbelt	\$125 fine \$25 fine
	3/29/2006	Lincoln, NE	Driving under suspension before reinstatement; speeding, 11-15 mph	\$100 fine \$75 fine
	8/14/2006	Lincoln, NE	Maintain disorderly house, 1 st offense	\$300 fine
	8/14/2006	Lincoln, NE	Possession of open alcohol container	\$50 fine
	2/16/1999	Lincoln, NE	Driving too fast for conditions; operating motor vehicle without operator's license on person	\$60 fine \$25 fine
	2/16/2006	Nebraska City, NE	Speeding, 21+ mph	\$200 fine
	1/31/2006	David City, NE	Speeding, 6-10 mph	\$25 fine

PAGE 4, QUESTION 1

	10/29/1998	Columbus, NE	Littering, 1 st offense	\$50 fine
	5/10/1999	Columbus, NE	Minor in possession of alcohol	\$250 fine, six months probation, impound license 60 days, court costs, test fees
	2/16/1999	Beatrice, NE	Speeding, 16-20 mph over speed limit	\$125 fine
Stacey Schaefer	5/11/2012	Columbus, NE	Animal at large, 2 nd offense; animal license required; animal license required	\$50 fine \$50 fine \$50 fine
	11/14/2011	Columbus, NE	Animal without city license	\$25 fine
	1/23/2012	Columbus, NE	Animal at large, 1 st offense	\$25 fine
	2/3/2012	Columbus, NE	Animal at large, 1 st offense; no city license; no city license; rabies vaccination required; rabies vaccination required	\$25 fine \$25 fine \$25 fine \$25 fine
	9/23/2019	David City, NE	Speeding, 11-15 mph	\$75 fine

PAGE 5, QUESTION 4

NAME	JOB TITLE	DATES of EMPLOYMENT	NAME AND LOCATION OF BUSINESS
Stacey Schaefer	Server/bartender	1998-1999	Hooters, Sioux Falls, SD
	Server/bartender	2002-2004	Duggan's Pub, Lincoln, NE
	Server	2006-2007	Heidelberg's North, Lincoln, NE
	Server/bartender/manager	2007-2009	Playmakers Bar and Grill, Lincoln, NE
	Opening consultant and staff trainer	2013-2014	Whiskey Sands, Columbus, NE
	Bartender	2014	Bo's West, Columbus, NE
	Bartender/server/manager	2014-2015	Playmakers Bar and Grill, Lincoln, NE

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

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

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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

Stacey Schaefer
Signature of Manager Applicant

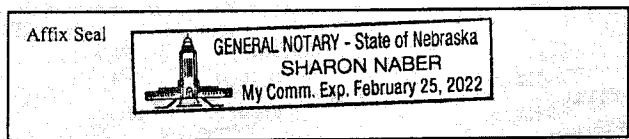
[Signature]
Signature of Spouse

ACKNOWLEDGEMENT

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

1-22-2020 by Cory Schaefer and Stacey Schaefer
date NAME OF PERSON BEING ACKNOWLEDGED

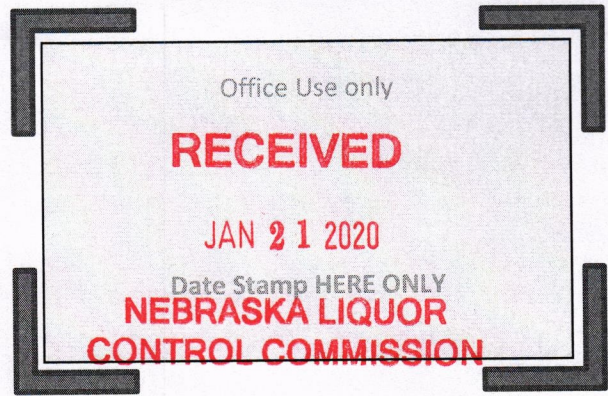
Sharon Naber
Notary Public signature



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

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

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol; It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp 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
3800 NW 12th Street
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 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.*

Trade Name: Big 10 Sports Bar & Grill

Name of Person Bring Fingerprinted: Stacey L. Schaefer

Date of Birth: _____ Last 4 SSN: _____ Date fingerprints were taken: 1-14-20

Location where fingerprints were taken: Columbus Police Department, Columbus, NE

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

Stacey Schaefer

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 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
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
3800 NW 12th Street
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 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.*

Trade Name: Big 10 Sports Bar & Grill

Name of Person Bring Fingerprinted: Cory K. Schaefer

Date of Birth: _____ Last 4 SSN: _____ Date fingerprints were taken: 1-14-20

Location where fingerprints were taken: Columbus Police Department, Columbus, NE

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


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Business Plan

The mission of Big 10 Sports Bar and Grill is to provide a fun, fresh, vibrant atmosphere. It is our goal to provide a more upscale bar menu than is currently available in the area. We hope to provide a great place that people will travel from surrounding communities to enjoy.

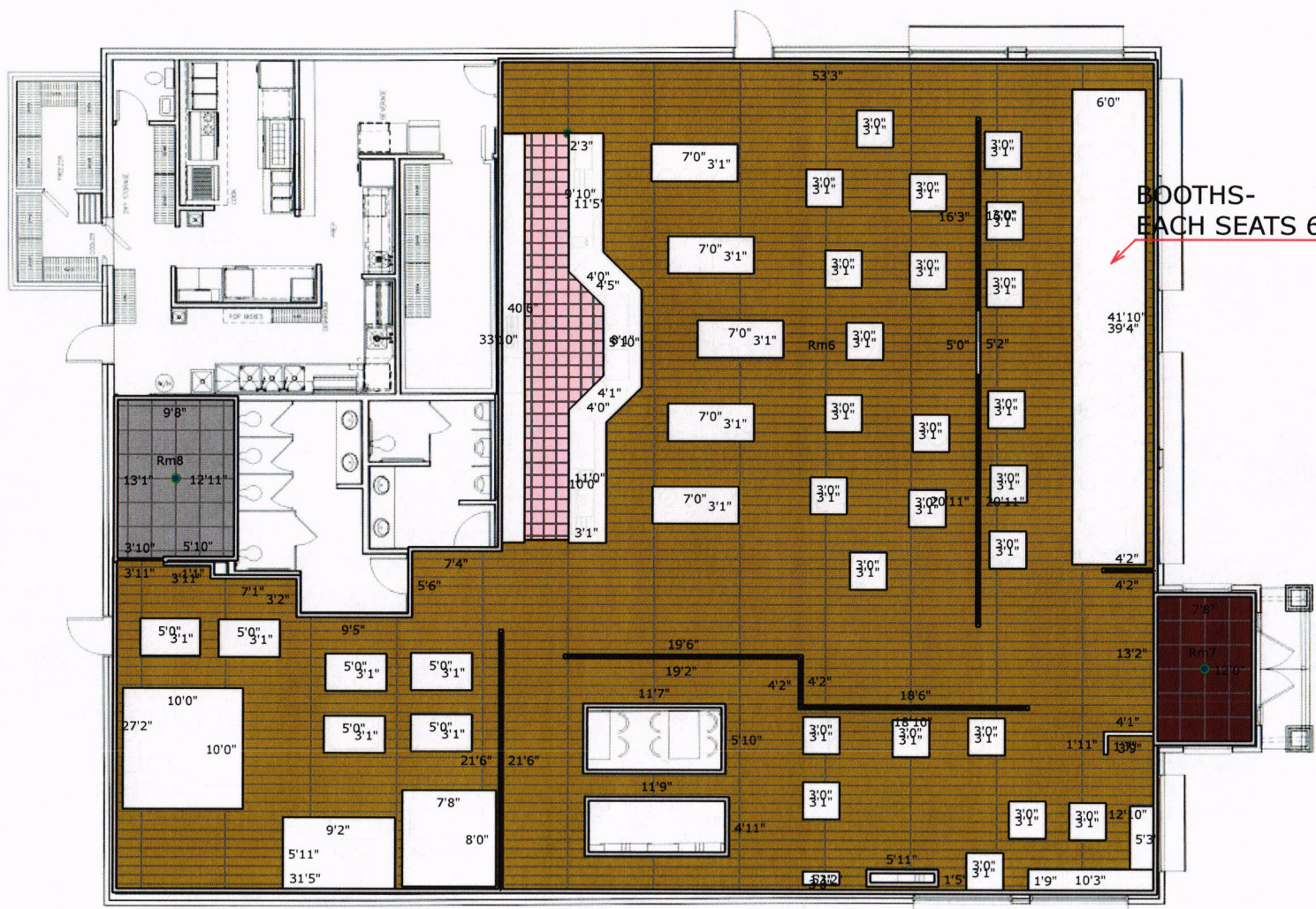
We seek to cater to the working class, middle to upper class citizens of our community. They will experience a menu with a fresher variety of options, including a family friendly atmosphere. We have space to cater to families, but also those in the corporate world who would like to host lunches and dinners for clients, partners, vendors, etc.

We feel that providing ample tv screens, in addition to two pool tables and two dart boards, we will also be able to attract those seeking social entertainment whether it be watching the hottest game on tv, to challenging friends in a round of darts and pool leagues.

It is clear that there is concern in this community regarding the level of service required for such an establishment. It is our goal to provide effective training up front, but to continue ongoing support for our staff to help them grow and succeed in their roles at Big 10. We strive to create a team-based atmosphere where staff feel supported and secure in their position, allowing more time to focus on excellent customer service and having fun while working.

All in all, it is our mission to provide a new fresh experience for our community.

Thank you,
Cory and Stacey Schaefer



**BOOTHS-
EACH SEATS 6-8 PEOPLE**

FURNISHING PLAN
SCALE: 1/4"=1'-0"

BIERMAN
COMMERCIAL FURNITURE

Signature's
FURNISHING PLAN
Columbus, Nebraska

A60

5/14/09

LIQUOR LICENSE NOTICE

NOTICE IS HEREBY GIVEN THAT on January 23, 2020, MQM, LLC dba Sam's General Store made application to the Nebraska Liquor Control Commission for a Retail Class "D" Beer, Wine, Distilled Spirits, Off Sale Only liquor license at 3417 14 Street, Columbus, Nebraska. A copy of said application was received from the Nebraska Liquor Control Commission by the City Clerk's Office on January 28, 2020.

Said application will be submitted to the City Council at a meeting to be held in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska on the 18th day of February, 2020 at 7:00 p.m., at which time protests against and recommendations for the granting of said license will be heard.

City of Columbus, Nebraska
BY: Janelle Kline
City Clerk

Publish 02:06:20
Two Affidavits of Publication

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: January 31, 2020

DUE DATE: February 18, 2020

Applicant Sam's General Store.
Address 3417 14 Street, Columbus, NE 68601
Legal Description See Attached, Columbus, NE.

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: Business/Residential

Adjacent Land Use and Zoning:

North: B-2
South: B-2
East: B-1
West: B-2

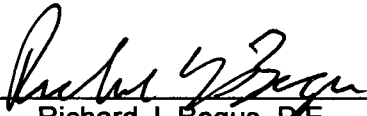
General Neighborhood/Area Land Uses: Commercial, single family residential

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): Minor Arterial (Howard Blvd. & 14th Street)

Street Width and Profile: North: 33' Wide, 2 lanes one way west (14th Street) &
South: 42' wide 3 lanes one way east (Howard Blvd.)

Speed Limit: 35 mph (both)

Average Daily Traffic Count: 9,500 ADT (2016)



Richard J. Bogus, P.E.
City Engineer



COLUMBUS POLICE DEPARTMENT

2419 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: FEBRUARY 6, 2020

SUBJECT: SAM'S GENERAL STORE
3417 14th STREET
COLUMBUS, NEBRASKA

LIQUOR MANAGER: MUQIM RAHIMOV

Sam's General Store is a convenience store located at 3417 14th Street. They wish to sell alcohol from this business. Muqim was not available for contact. I was also told that he did not speak English. I talked to his son who was going to be at the store on a daily basis.

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

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

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

The Columbus Police Department has no recommendation.

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

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

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

The area is zoned for business.

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

Sanitation or sanitary conditions are in order.

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

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

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

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

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

There are a few liquor licenses in the near vicinity of this location. Parkview Express and Kat's Car Wash are on the other side of the overpass. They are six blocks away or an eight minute walk. Casey's on Howard Boulevard is three blocks away, or a three minute walk.

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

The proposed license is compatible with this area.

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

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

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

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

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

There is no evidence that the applicant will not take every reasonable precaution to prevent shoplifting and the area is reasonably secured. There are cameras installed inside the building, and there was discussion of locking up the alcohol storage so that minors could not get it.

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

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

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

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

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

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

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

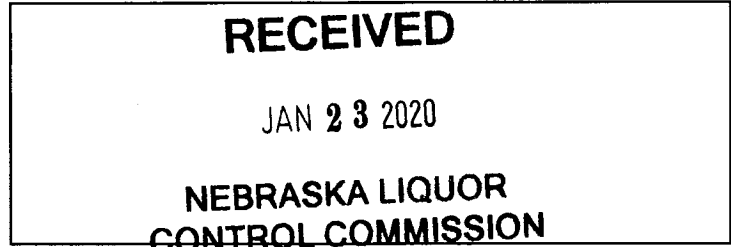
Activities will not create unreasonable noise.

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

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

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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/



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

- RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
 - 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 license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name _____ Phone number: _____

Firm Name _____

PREMISES INFORMATION

Trade Name (doing business as) Sam's General Store

Street Address #1 3417 14th street

Street Address #2 _____

City Columbus County Platte Zip Code 68601

Premises Telephone number 402 7064246

Business e-mail address rahimovmuqim@gmail.com

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

Mailing address (where you want to receive mail from the Commission)

Name MQM LLC

Street Address #1 3417 14th street

Street Address #2 _____

City Columbus State NE Zip Code 68601

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

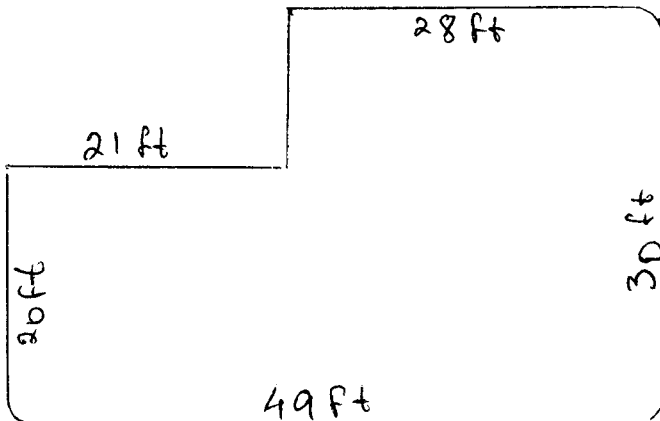
**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 49 x width 20/30 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

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



APPLICANT 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

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

YES NO

If yes, give name of business and liquor license number Sam's General Store 122469

- a) Submit a copy of the sales 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

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

YES NO

If yes, give name and license number Sam's General Store 122469

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)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

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

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 the aged or 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 (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

9. Is anyone listed on this application a law enforcement officer?

_____ YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

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

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

First National Bank Muqim Rahimov

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.

N/A

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)
Muqim Rahimov	01/2020	Responsible Beverage Service Training RB-0123443

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Muqim Rahimov / sales person	09/2019	96 th St Quik & Friendly 4751 S 96 th St Omaha NE 68127

13. If the property for which this license is sought 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 show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date 01/28/2025
 Deed
 Purchase Agreement

14. When do you intend to open for business? Feb 1, 2020

15. What will be the main nature of business? Convenience store selling gas/snacks/beer/liquor/tobacco

16. What are the anticipated hours of operation? M-Th 6A-11p, Fri 6A-1A, Sat 7A-1A, Sun 7A-10p

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Khujand, Tajikistan	1952	2018	Khujand, Tajikistan	1952	2018
Omaha, NE USA	2018	2020	Omaha, NE USA	2018	2020


If necessary attach a separate sheet.

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 in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures




Signature of Applicant

Mukim Rahimov

Print Name

Signature of Applicant

Print Name



Signature of Spouse

Rohat Rahimov

Print Name

Signature of Spouse

Print Name

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas

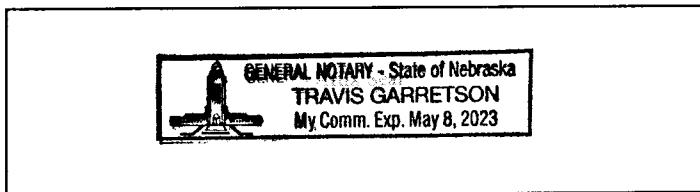
The foregoing instrument was acknowledged before me this

01/18/2020
date

by Mukim Rahimov
name of person(s) acknowledged (individual(s) signing)



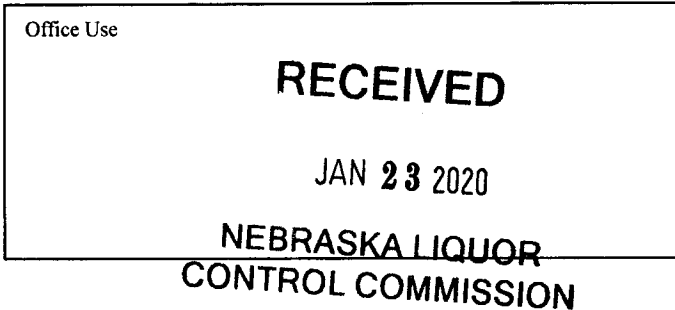
Notary Public signature



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

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) 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 for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Mugim Rahimov

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

MQM LLC

LLC Address: 11643 Burt street #4

City: Omaha State: NE Zip Code: 68154

LLC Phone Number: 402 706 4246 LLC Fax Number N/A

Name of Managing/Contact Member
Name and information of contact member must be listed on following page

Last Name: Rahimov First Name: Mugim MI: _____

Home Address: 11643 Burt street #4 City: Omaha

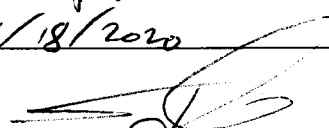
State: NE Zip Code: 68154 Home Phone Number: 402 706 4246

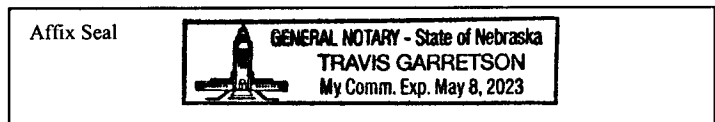

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas
01/18/2020
Date

The foregoing instrument was acknowledged before me this
by Mugim Rahimov
name of person acknowledge





List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Rahimov First Name: Muqim MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): Rohat Rahimova *SPOUSE

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 100%

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 _____

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 applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: Jan 1 Ending Date: Dec 31

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

Nebraska Secretary of State

MQM, LLC

Mon Jan 27 15:59:04 2020

SOS Account Number

2001011639

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

MUQIM RAHIMOV

11643 BURT ST., APT #4

OMAHA, NE 68154

Designated Office Address

11643 BURT ST., APT #4

OMAHA, NE 68154

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Jan 15 2020

Filed Documents

Filed documents for MQM, 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	Jan 15 2020	\$1.35 = 3 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 Good Standing - USPS Mail Delivery
\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

JAN 23 2020

NEBRASKA LIQUOR
CONTROL COMMISSION

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

MANAGER MUST:

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

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

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

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

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

BARCODE

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use
RECEIVED
JAN 23 2020
NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: MQM, LLC

Premise information

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

Premise Trade Name/DBA: Sam's General Store

Premise Street Address: 3417 14th street

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402 706 4246

Premise Email address: rahimovmuqim@gmail.com

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

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

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Rahimov First Name: Mugim MI: _____

Home Address: 11643 Burt street # P4

City: Omaha County: Douglas Zip Code: 68154

Home Phone Number: 4027064246

Driver's License Number & State: _____ Nebraska

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: Tajikistan

Email address: rahimovmugim@gmail.com

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

YES

NO

Spouse's information

Spouses Last Name: Rahimova First Name: Rohat MI: _____

Social Security Number: _____

Driver's License Number & State: _____ N/A

Date Of Birth: _____ Place Of Birth: Tajikistan

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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Khujand, Tajikistan</u>	<u>1952</u>	<u>2018</u>	<u>Khujand, Tajikistan</u>	<u>1955</u>	<u>2018</u>
<u>Omaha, NE USA</u>	<u>2018</u>	<u>2020</u>	<u>Omaha, NE USA</u>	<u>2018</u>	<u>2020</u>

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2019	2020	RIFS Inc	Saadat Achilova	402-669-1493

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

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: Name on Certificate:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Muqim Rahimov	01/2020	Responsible Beverage Service Training RB-0123443

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Muqim Rahimov	09/01/2019	96 th St Quik & Friendly
Store Runner		4751 S. 96 th St Omaha, NE
Liquor warehouse		68127
Delivery		
Pt. clerk		

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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

[Signature]
Signature of Manager Applicant

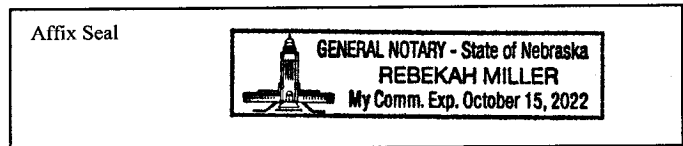
[Signature]
Signature of Spouse

ACKNOWLEDGEMENT

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

1-23-2020 by Mugim Rahimov & Rohat Rahima
date NAME OF PERSON BEING ACKNOWLEDGED

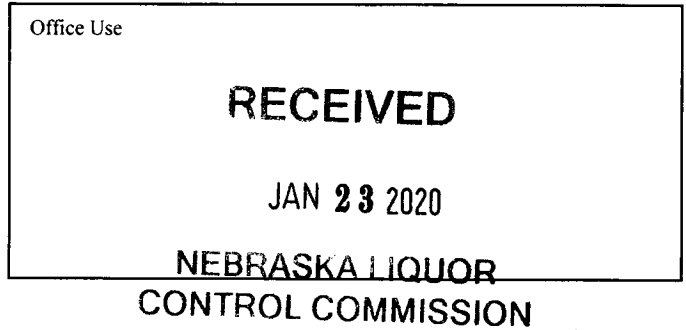
[Signature]
Notary Public signature



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

**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.

[Signature]
Signature of **NON-PARTICIPATING SPOUSE**

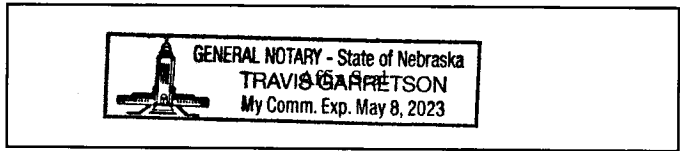
Rohat Rahimova
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 01/18/2020 (date)

by Rohat Rahimova
Name of person acknowledged
(Individual signing document)

[Signature]
Notary Public Signature



[Signature]
Signature of **APPLICANT**

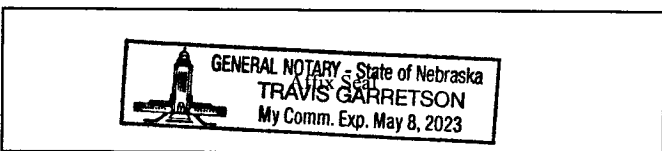
Mugim Rahimov
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 01/18/2020 (date)

by Mugim Rahimov
Name of person acknowledged
(Individual signing document)

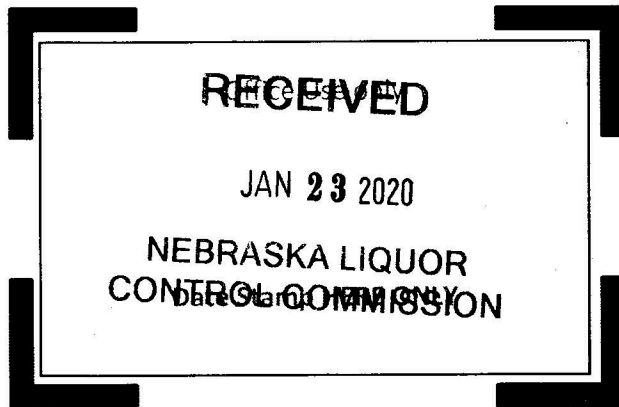
[Signature]
Notary Public Signature



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



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
3800 NW 12th Street
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 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.*

Trade Name: MQM, LLC "Sam's Genetal Store"

Name of Person Bring Fingerprinted: Mugim Rahimov

Date of Birth: _____ Last 4 SSN: _____ Date fingerprints were taken: 01/22/2020

Location where fingerprints were taken: Omaha SP office on 108th & I

How was payment made to NSP? Online

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

A handwritten signature in black ink, appearing to read "Mugim Rahimov".

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

MUQIM RAHIMOV

holds a

State Alcohol certificate

Permit # RB-0123443

Permit Expires: 01-17-2023 Amount Paid: \$



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





General	Credential	Number	Earned	Expires
Muqim Rahimov 11643 burt street apt 4 Omaha NE 68154	STATE ALCOHOL	RB-0123443	01-17-2020	01-17-2023

Business Plan:

Sam's General Store is a neighborhood store that offers gas / snacks / drinks / tobacco / beer / liquor to the public.

We intend to keep everything the same

MQM, LLC

dba "Sam's General Store"

RECEIVED

JAN 23 2020

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Property owned by other businesses:

- 1) Red Bull cold cooler owned by Premier Midwest
- 2) Coffee Machine & Cold Coffee machine owned by
Prairie Coffee Company
- 3) 4 Skilled Games owned by NTS out of Omaha
- 4) Pickles game machine

RECEIVED
JAN 23 2020
NEBRASKA LIQUOR
CONTROL COMMISSION

RECEIVED

JAN 23 2020

LEASE AGREEMENT

NEBRASKA LIQUOR
CONTROL COMMISSION

THIS LEASE AGREEMENT (the "Lease") shall have an effective date of the 23rd day of January, 2020, by and between IMNS, LLC, a Nebraska limited liability company ("Lessor"), and MQM, LLC, a Nebraska limited liability company ("Lessee").

1. Leased Property. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor pursuant to the terms and conditions set forth herein the following described real estate:

Lot 7, Block 8, Highland Park Addition to the City of Columbus, Platte County, Nebraska and any and all improvements located thereon, with a physical address of 3417 14th Street, Columbus, NE 68601 (the "Leased Property").

2. Term and Possession.

- a. Term. The term of this Lease shall be for a period of Five (5) years (the "Term") beginning on January 29, 2020 (the "Commencement Date") and ending on January 28, 2025, however, in the event that the closing of the Asset Purchase Agreement dated January 23, 2020 does not close on or before January 31, 2020, this Lease shall be null and void.
- b. Acceptance of Leased Property. Lessee accepts the Leased Property as of the Commencement Date in its present condition.
- c. Quiet Enjoyment. For so long as Lessee is not in default of any material term, condition or covenant contained in this Lease, Lessee shall have sole possession of the Leased Property for the entire Term hereof, subject to all of the provisions of this Lease.
- d. Use. Lessee agrees that the Leased Property shall be used by Lessee solely for the use of a gas station and convenience store business.

3. Rent & Adjustments to Rent. Lessee agrees to pay a monthly rental for the Leased Property in the sum of Two Thousand Dollars and no/100 (\$2,000.00) (the "Monthly Rental") payable without any prior demand therefore and without any deduction or offset whatsoever, in lawful money of the United States of America, to Lessor on the 1st day of each month throughout the Term of this Lease. If monthly rental as established herein is not received by Lessor on or before the 5th of each calendar month, Lessee agrees to pay Lessor a late charge of One Hundred Dollars (\$100.00) per day on each monthly rental received after the 5th day of the month. Lessor and Lessee further agree that after the first year of the Term of this Lease, Monthly Rental shall be increased by One Hundred Dollars and no/100 (\$100.00) and every year thereafter Monthly Rental shall be increased by One Hundred Dollars and no/100 (\$100.00). For example, year one Monthly Rental (\$2,000.00), year two Monthly Rental (\$2,100.00), year three Monthly Rental (\$2,200.00), year four Monthly Rental (\$2,300.00) and year five Monthly Rental (\$2,400.00).

4. Utilities. Lessee shall be responsible for all utilities or services of any kind. Lessee shall pay

all charges for natural gas, electricity, water, sewer and telephone used or supplied upon or in connection with the Leased Property and shall indemnify Lessor against any liability on account thereof.

5. Taxes. Lessee shall pay real estate taxes when due.

6. Insurance and Indemnification.

- a. Lessee's Insurance. As additional rent during the Term of the Lease, Lessee shall obtain and keep in full force and effect, at its sole cost and expense, the following insurance (the "Lessee's Insurance") with a responsible insurance company or companies admitted to do business in the State of Nebraska and otherwise reasonably acceptable to Lessor:
 - i. Comprehensive general public liability insurance (the "Liability Coverage") issued on an occurrences basis in which the combined single limit of liability for primary coverage shall not be less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate.
 - ii. Workers' compensation and employer liability coverage as may be required by the State of Nebraska.
 - iii. Lessee shall insure the building for One Hundred Percent (100%) of its replacement cost on a Special Form Causes of Loss Basis naming the Lessor as additional insured building owners.
- b. Evidence of Lessee's Insurance. Evidence of the insurance coverage required to be maintained by Lessee under this Section, represented by Certificates of Insurance issued by the insurance carrier(s), shall be furnished to Lessor upon request. The Certificate of Insurance evidencing the Liability Coverage shall name Lessor as additional insureds thereunder, contain cross-liability and severability of interest endorsements, state that such insurance is primary insurance as regards any other insurance carried by Lessor and contain a waiver of subrogation. Such Certificate of Insurance shall show that all policies required have been endorsed with a (30) day notice of cancellation in favor of the Lessor. Timely renewal certificates shall be provided to Lessor as the coverage renews upon request.
- c. Indemnification. Lessee hereby waives all claims against Lessor, its agents and employees for loss, theft, or damage to equipment, furniture, records, and other property on or about the Leased Property, for loss or damage to Lessee's business or for death or injury to persons on or about the Leased Property. Each party hereto shall indemnify and hold the other party, its agents, and employees harmless from and against any and all claims and liability arising from any breach or default by such party in the performance of any obligation of

such party under this Lease or arising from the negligence or willful misconduct of such party, its agents, employees, invitees or legal entrants.

- d. Waiver of Subrogation. To the extent permitted by law, the Lessee hereby releases Lessor, its members, officers, officials, employees, volunteers and others working on behalf of the Lessor from any and all liability or responsibility to the Lessee or anyone claiming through or under the Lessee by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of Lessor, its members, officers, officials, employees, volunteers and others working on behalf of the Lessor. This provision shall be applicable and in full force and effect only with respect to loss of damage occurring during the time of the Lessee's occupancy or use, and Lessee's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Lessee to recover thereunder. The Lessee agrees that its policies will include such a clause or endorsement.

7. Maintenance, Repair, Replacement and Alterations.

- a. Lessor's Maintenance and Repair. Lessor shall keep the structural supports, exterior surfaces and structural elements of the exterior walls, roof, windows and doors of the building and water, sewer, and electrical service into the building in good order and repair at Lessor's expense. Lessor shall have no responsibility to make repairs until a reasonable time after receipt of written notice of the need for such repairs.
- b. Lessee's Maintenance. During the Term hereof, Lessee shall take good and reasonable care of the Leased Property and make all repairs and replacements as shall be reasonably necessary to keep the Leased Property in good condition and repair which shall include any and all repairs to fuel tanks. Lessee further agrees that all damage or injury done to the Leased Property by Lessee or by any person, other than Lessor, who may be in or upon the Leased Property, shall be repaired by Lessee at its expense. Lessee agrees at the expiration of this Lease or upon the earlier termination thereof, to quit and surrender the Leased Property in good condition and repair, reasonable wear and damage by act of God or fire or other causes beyond the control of Lessee excepted. Nothing contained in this Section shall act or be interpreted so as to prohibit Lessor or Lessee from collecting any amounts covered by insurance and no party shall be liable to the other for damages to the Leased Property to the extent those damages are covered by insurance and the proceeds thereof are paid to the damaged party and adequate therefor.
- c. Alterations. Lessee shall not make, or suffer to be made, any alterations, additions, or improvements to the Leased Property without the prior written consent of Lessor, which shall not be unreasonably withheld. Lessor shall generally consent to alterations, additions, or improvements, which do not

adversely affect the value of the Leased Property. Lessee covenants and agrees that all work done by Lessee shall be performed in a good and workmanlike manner, using first quality material, and in full compliance with all laws, rules, orders, ordinances, directions, regulations, and requirements of law or Lessee's or Lessor's insurance companies. Lessor shall pay for the cost of any alterations, additions, and improvements to the Leased Property only to the extent Lessor agrees to do so by a separate written agreement with Lessee. Otherwise, Lessee shall pay all costs for such alterations, additions, and improvements including any alterations, additions, or improvements to the Leased Property required by any governmental agency during the Term hereof. Lessee shall keep the Leased Property free from any and all liens arising out of any work performed, material furnished, or obligations incurred by Lessee. Lessee hereby indemnifies Lessor against liens, costs, damages, and expenses with respect to any such Lessee alteration, addition, or improvement. Unless otherwise agreed to in writing, all alterations, additions, and improvements to the Leased Property by Lessor or Lessee shall become part of the Leased Property and belong to Lessor and, at the end of the Term hereof, shall remain on the Leased Property without compensation of any kind to Lessee.

8. Lessor's Reserved Rights.

- a. Entry by Lessor. Lessor, its agents and employees shall have the right to enter the Leased Property at all reasonable times, to examine the Leased Property, to maintain the Leased Property and make such repairs of the Leased Property as Lessor may elect to make.
- b. Transfer by Lessor. Lessor may transfer or assign their interest in the Leased Property and this Lease without the consent of Lessee. The obligations of Lessor pursuant to this Lease shall be binding upon Lessor and their successors and assigns.
- c. Default by Lessor. Lessor shall not be liable to Lessee if Lessor is unable to fulfill any of Lessor's obligations under this Lease to the extent Lessor is prevented, delayed, or curtailed from so doing by reason of any cause beyond Lessor's reasonable control.

9. Assignment, Subletting, and Recapture.

- a. Consent Required. Lessee shall not assign, sublease, or otherwise transfer, by operation of law or otherwise, this Lease or the Leased Property or any interest herein or portion thereof without the prior written consent of Lessor, which consent may be unreasonably withheld by Lessor.
- b. Prohibitions. Partial assignments by contract or operation of law of Lessee's interest in this Lease are prohibited without Lessor's prior written consent, which consent may be unreasonably withheld. Any sale, assignment,

encumbrance, or other transfer of this Lease and any subleasing or occupation of the Leased Property which does not comply with the provisions of this Section shall be void and of no force or effect and any attempt to do so shall constitute a default under this Lease.

- c. No Release. Lessor's consent to any sale, assignment, encumbrance, subleasing, occupation, or other transfer shall not release Lessee from any of Lessee's obligations hereunder or be deemed to be a consent to any subsequent assignment, subleasing, or occupation unless Lessor so agrees in writing. The collection or acceptance of rent or other payment by Lessor from any person other than Lessee shall not be deemed the acceptance of any assignee or subtenant as the tenant hereunder or a release of Lessee from any obligation under this Lease.

10. Default and Remedies.

- a. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default": (i) the failure by Lessee to make any payment of rent or any other payments required to be made by Lessee under this Lease within ten (10) days of receipt of written notice from Lessor that the rent was not paid when due; (ii) the failure by Lessee to observe or perform any of the provisions of this Lease to be observed or performed by the Lessee if such failure continues for a period of thirty (30) days, or such other period of this Lease specifically provides a different period for a particular failure, after written notice by Lessor to Lessee of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within thirty (30) days, an Event of Default shall not be considered to have occurred if Lessee commences to cure such failure within such thirty (30) day period and continues to proceed diligently with the cure of such failure; (iii) at Lessor's option, if Lessee abandons the Leased Property; or (iv) the failure by Lessee to pay its obligations as they become due; the making of any general assignment or general arrangement for the benefit of creditors by Lessee, or the filing by or against Lessee of a petition to have lessee adjudged a bankrupt or a petition for reorganization or arrangement under bankruptcy law or laws affecting creditor's rights unless, in the case of a petition filed against Lessee, such Petition is dismissed within sixty (60) days.
- b. Remedies. On the occurrence of an Event of Default, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of a right or remedy which Lessor may have by reason of such default or breach, exercise any rights or remedies Lessor may have at law or in equity, including, but not limited to, one or more of the following:
 - i. Declare the Lease at an end and terminated;
 - ii. Sue for the rent due and to become due under the Lease;

- iii. Sue for any damages sustained by Lessor; and
 - iv. Continue the Lease in effect and relet the Leased Property on such terms and conditions as Lessor may deem advisable, with Lessee remaining liable for the Monthly Rental plus the reasonable cost of obtaining possession of the Leased Property, and of any repairs and alterations necessary to prepare the Leased Property for reletting, less the rentals received from such reletting, if any. No action by Lessor shall be construed as an election to terminate the Lease unless written notice of such intention be given to Lessee by Lessor.
- c. Non-Exclusive Remedies. The remedies of Lessor set forth in this Section shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Lessor to seek and obtain an injunction and the right of Lessor to damages in addition to those specified herein. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future law if Lessee is evicted or dispossessed for any cause or if Lessor obtains possession of the Leased Property by reason of the breach by Lessee of any of its obligations under this Lease.

11. Miscellaneous.

- a. Performance. All payments to be made under this Lease shall be made without prior legal notice or demand unless otherwise provided herein. Time is hereby an essential element to the performance of each and every one and all of the terms, covenants, and conditions to be kept, observed, or performed under this Lease.
- b. Notices. All notices, requests, demands or other communications hereunder (including notices of all asserted actions, claims or demands) shall be in writing and shall be deemed to have been duly given upon personal delivery to the other party, or seventy-two (72) hours after deposit in the U.S. mail, certified or registered mail, return receipt requested, to the addressee at the address herein designated or such other address as may be designated in writing by notice given in the manner provided herein:

If to Lessor:	IMNS, LLC

If to Lessee:	MQM, LLC

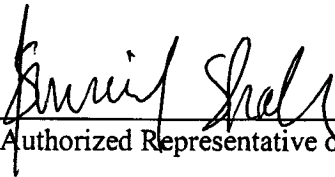
- c. Applicable Laws. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.
- d. Counterparts. This Lease may be executed in two or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute a single agreement.
- e. Headings. Headings of sections of this Lease are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties.
- f. Modification. This Lease contains all of the terms and conditions agreed upon by the Lessor and Lessee with respect to the Leased Property. All prior negotiation, correspondence, and agreements are superseded by this Lease and any other contemporaneous documents. This Lease may not be modified or changed except by written instrument signed by Lessor and Lessee.
- g. Relationship of Parties. Neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, other than the relationship of landlord and tenant.
- h. Waiver. The acceptance of rent or other payments by Lessor or the endorsement or statement on any check or any letter accompanying any check for rent or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Lessee regardless of where Lessor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall an waiver or relinquishment of any right or power hereunder, at any one time or times or under any other circumstance(s).
- i. Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- j. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Lease, but shall be interpreted according to the application of rules of interpretation of contracts generally.

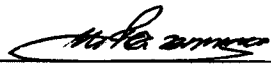
- k. Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted, heirs, representatives, successors and consented-to assigns.
- l. Prior Leases. The Lessor and Lessee declare this to be the Lease between the parties. Any and all prior leases or agreements are revoked and considered null and void.

The parties hereto hereby execute this Lease as of the day and year first written above.

Lessor:

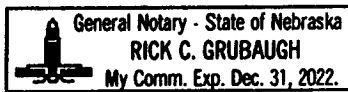
Lessee:

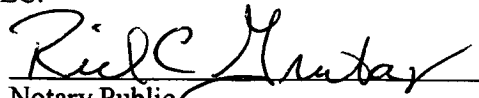

 An Authorized Representative of IMNS, LLC


 Muqim Rahimov, An Authorized Representative of MQM, LLC

STATE OF NEBRASKA)
 : ss.
 County of Platte)

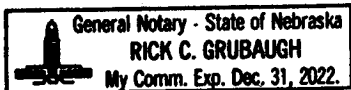
NOW ON THIS, the ____ day of January, 2020, before me, a Notary Public in and for said State, personally appeared _____, an Authorized Representative of IMNS, LLC, to me known to be the identical person whose name is affixed to the above and foregoing Lease Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed for an on behalf of IMNS, LLC.




 Notary Public

STATE OF NEBRASKA)
 : ss.
 County of Platte)

NOW ON THIS, the ____ day of January, 2020, before me, a Notary Public in and for said State, personally appeared Muqim Rahimov, an Authorized Representative of MQM, LLC, to me known to be the identical person whose name is affixed to the above and foregoing Lease Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed for an on behalf of MQM, LLC.




 Notary Public

Total additional contributions agreed to be made by all members and the times at which, or events upon the happening of which such contributions shall be made:

None

Members shall or shall not have the right to admit additional members (check)

If additional members are allowed the terms and conditions of admission:

The company will be managed by managers or members (check one). List the name and address of the managers or, if the management is reserved to the members, the name and address of the members:

Name	Address
Muqim Rahimov	11643 Street, Apt. #4
_____	Omaha, Nebraska 68154
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____


Attach additional pages if needed for additional managers or members. If the LLC has more than one class of membership please attach additional pages with the name or description of each class of membership and the names and addresses of the members in each class.

LLC CERTIFICATE OF ORGANIZATION (Continued)

Any other provisions, not inconsistent with law, which the members elect to set out in the certificate of organization for the limited liability company:

None

Only one signature is required, additional persons may sign:



Signature
Muqim Rahimov

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

FILING FEE: \$100.00 plus \$5.00 per page and \$10.00 for certificate of organization

NOTICE OF ORGANIZATION

Notice is hereby given that MQM, LLC has been organized under the laws of the State of NE. The address of the designated office of the Company is 11643 Burt Street, Apt. #4, Omaha NE 68154. The general nature of business is to engage in and to do any and all business, other than banking and insurance, for which a Limited Liability Company may be organized under the Nebraska Uniform Limited Liability Company Act. The company commenced its existence on 01/14/2020 and its duration shall be perpetual. The affairs of the Company are to be conducted by the Managing Member and/or Members as authorized by the Company's Operating Agreement. The initial agent for service of process is MUQIM RAHIMOV at 11643 Burt Street, Apt. #4, Omaha, NE 68154. The affairs of the company are to be conducted by its Managers.

MUQIM RAHIMOV, Organizer

MUQIM RAHIMOV: 11643 Burt Street, Apt. #4, Omaha, NE 68154; 402-706-4246

Nebraska Secretary of State



Receipt of Filing Information

 Print this receipt

Thank you for your submission. You will receive an email regarding your filing status within 2 business days.
Select the button below to start a new filing.

If you have finished filing, you are now logged out, so you may safely close the browser window.

Filing 1 - Certificate of Organization

Order Id: 45374112

Date Submitted: 2020/01/14 12:30:08

Filing Information

Name of Entity:

MQM, LLC

Designated Office Address:

11643 BURT ST., APT #4
OMAHA, NE 68154

Date Effective:

Effective When Filed

Document:

[view document](#)

Registered Agent

Registered Agent:

MUQIM RAHIMOV
11643 BURT ST., APT #4
OMAHA, NE 68154

Filing Fees

Certificate of Organization
\$100.00
Per page recording fee: 3 pages
\$15.00
Statutory Fee:
\$115.00
Cost to file through Nebraska.gov:
\$118.45

Total Filing Costs: \$118.45

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

JAN 23 2020

NEBRASKA LIQUOR
CONTROL COMMISSION

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

MANAGER MUST:

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

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

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

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

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

BARCODE

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use
RECEIVED
JAN 23 2020
NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: MQM, LLC

Premise information

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

Premise Trade Name/DBA: Sam's General Store

Premise Street Address: 3417 14th street

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402 706 4246

Premise Email address: rahimovmuqim@gmail.com

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

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

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Rahimov First Name: Mugim MI: _____

Home Address: 11643 Burt street # P4

City: Omaha County: Douglas Zip Code: 68154

Home Phone Number: 4027064246

Driver's License Number & State: _____ Nebraska

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: Tajikistan

Email address: rahimovmugim@gmail.com

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

YES NO

Spouse's information

Spouses Last Name: Rahimova First Name: Rohat MI: _____

Social Security Number: _____

Driver's License Number & State: _____ N/A

Date Of Birth: _____ Place Of Birth: Tajikistan

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Khujand, Tajikistan	1952	2018	Khujand, Tajikistan	1955	2018
Omaha, NE USA	2018	2020	Omaha, NE USA	2018	2020

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2019	2020	RIFS Inc	Saadat Achilova	402-669-1493

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

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: Name on Certificate:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Muqim Rahimov	01/2020	Responsible Beverage Service Training RB-0123443

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Muqim Rahimov	09/01/2019	96 th St Quik & Friendly
Store Runner		4751 S. 96 th St Omaha, NE
Liquor warehouse		68127
Delivery		
Pt. clerk		

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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

[Signature]
Signature of Manager Applicant

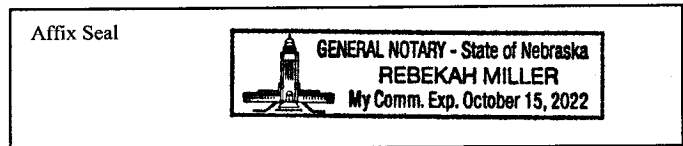
[Signature]
Signature of Spouse

ACKNOWLEDGEMENT

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

1-23-2020 by Mugim Rahimov & Rohat Rahima
date NAME OF PERSON BEING ACKNOWLEDGED

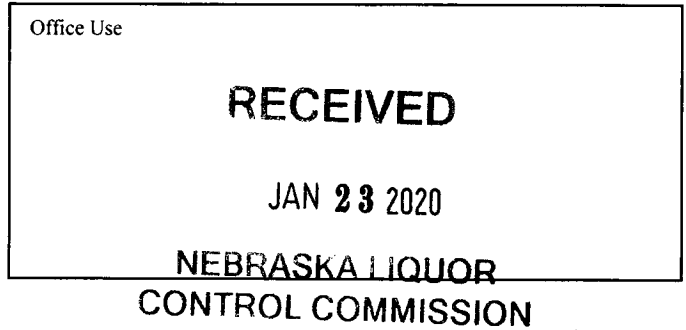
[Signature]
Notary Public signature



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

**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.

Rohat
Signature of **NON-PARTICIPATING SPOUSE**

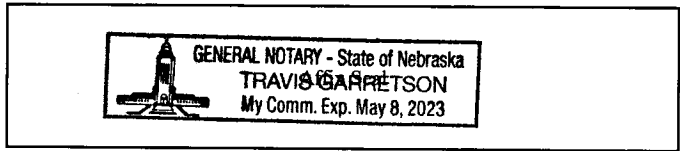
Rohat Rahimova
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 01/18/2020 (date)

by Rohat Rahimova
Name of person acknowledged
(Individual signing document)

[Signature]
Notary Public Signature



Mugim
Signature of **APPLICANT**

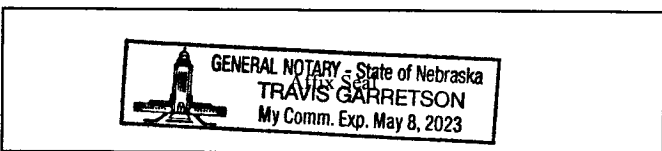
Mugim Rahimov
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 01/18/2020 (date)

by Mugim Rahimov
Name of person acknowledged
(Individual signing document)

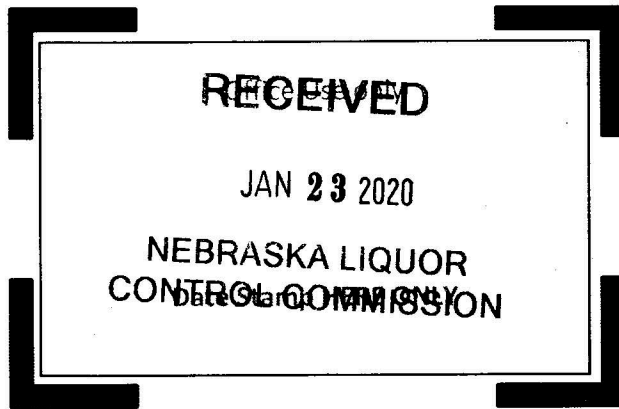
[Signature]
Notary Public Signature



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



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
3800 NW 12th Street
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 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.*

Trade Name: MQM, LLC "Sam's Genetal Store"

Name of Person Bring Fingerprinted: Mugim Rahimov

Date of Birth: _____ Last 4 SSN: _____ Date fingerprints were taken: 01/22/2020

Location where fingerprints were taken: Omaha SP office on 108th & I

How was payment made to NSP? Online

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

A handwritten signature in black ink, appearing to read "Mugim Rahimov".

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

MUQIM RAHIMOV

holds a

State Alcohol certificate

Permit # RB-0123443

Permit Expires: 01-17-2023 Amount Paid: \$



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





General	Credential	Number	Earned	Expires
Muqim Rahimov 11643 burt street apt 4 Omaha NE 68154	STATE ALCOHOL	RB-0123443	01-17-2020	01-17-2023

Business Plan:

Sam's General Store is a neighborhood store that offers gas / snacks / drinks / tobacco / beer / liquor to the public.

We intend to keep everything the same

MQM, LLC

dba "Sam's General Store"

RECEIVED

JAN 23 2020

**NEBRASKA LIQUOR
CONTROL COMMISSION**



23rd St. STREETSCAPE BEAUTIFICATION PHASE 1

Committee of the Whole | February 18, 2020

Welcome!

Agenda

Introductions

Project Information, Purpose and Timeline (7-10 min)

Design of Phase 1 Enhancements (15-18 min)

Chamber Support (8-12 min)

Discussion

23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1

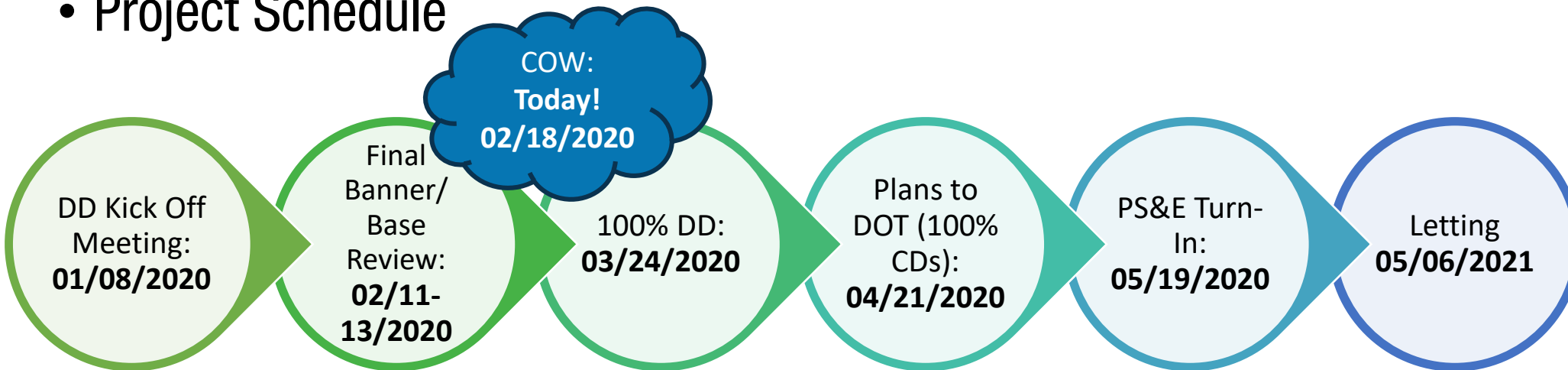


Committee of the
Whole

February 18, 2020

Project Information, Purpose and Timeline

- NDOT and LPA Project
- Combined Design – NDOT/Wilson & Company/Confluence
- Betterment and Non-Betterment Costs
- Chamber Streetscaping Committee
 - Master Plan
 - Phase 1 - \$500,000
- Project Schedule



23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



Committee of the
Whole

February 18, 2020

23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



Committee of the
Whole

February 18, 2020

Design of Phase 1 Enhancements

Design of Phase 1 Enhancements

- Trees
- Light Pole Attachments:
 - Banner
 - Clam Shell Base
- Enhanced Intersections
 - 30th Ave
 - 26th Ave
 - 23rd Ave
- Edge treatment from 31st Street to 18th Street



23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



Committee of the
Whole

February 18, 2020

Phase 1 Enhancements – Trees (~250)

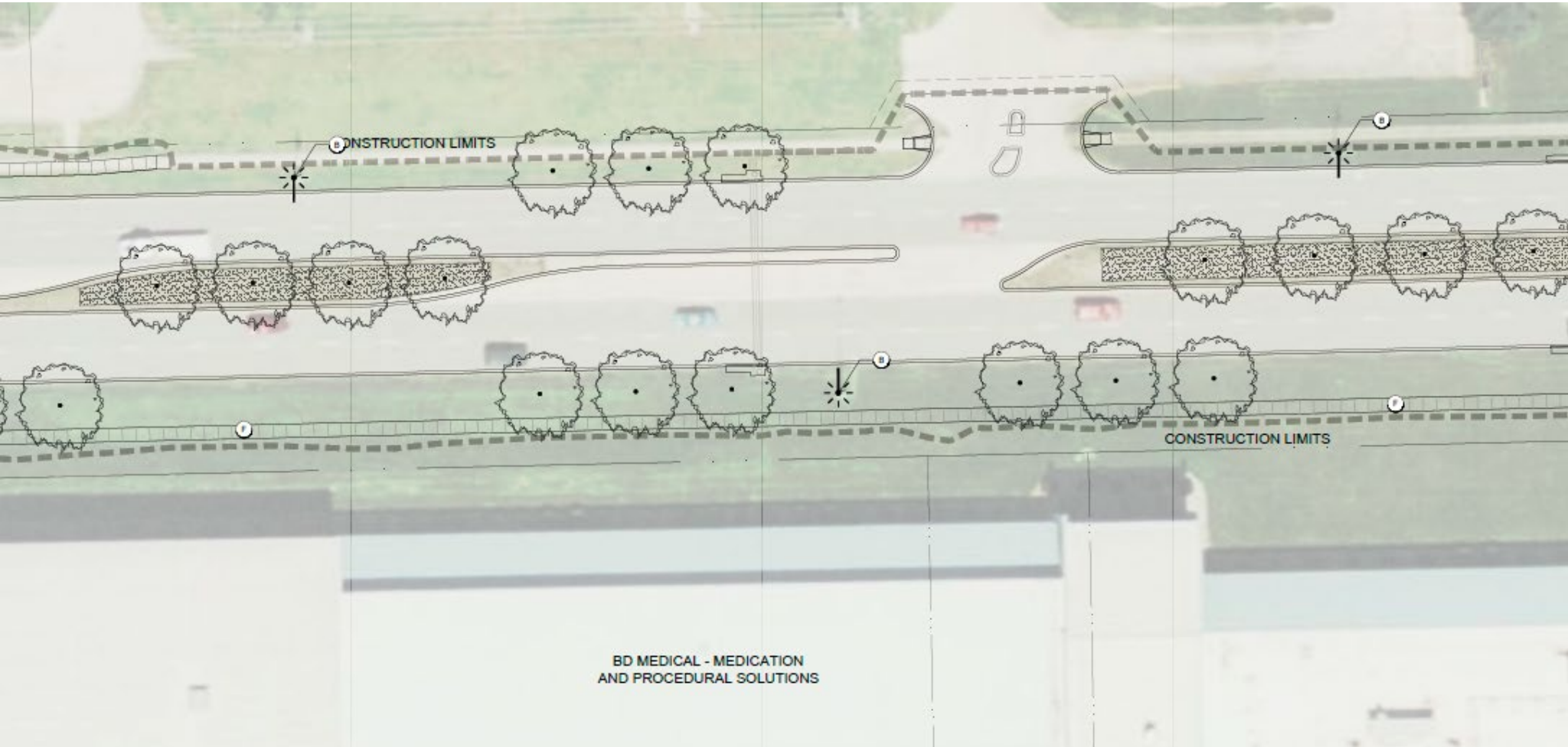
23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



Committee of the
Whole

February 18, 2020



Trees Mean Business!

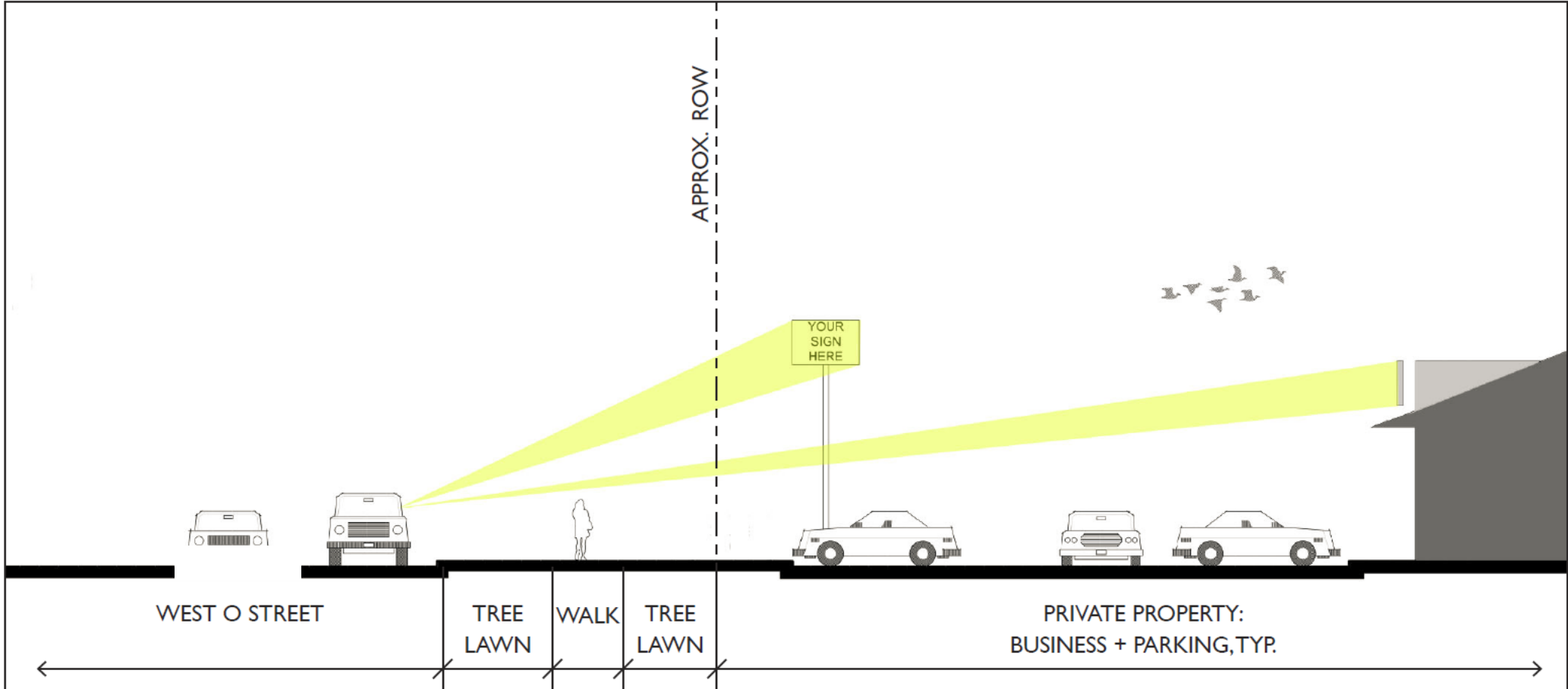
23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



Committee of the
Whole

February 18, 2020



NO TREE + RETAIL

Retail corridors that have trees planted consistently make more money than those that do not have trees. However, tree characteristics (shape, density, environmental tolerances, etc.) should be evaluated prior to selecting the appropriate tree.

Trees Mean Business!

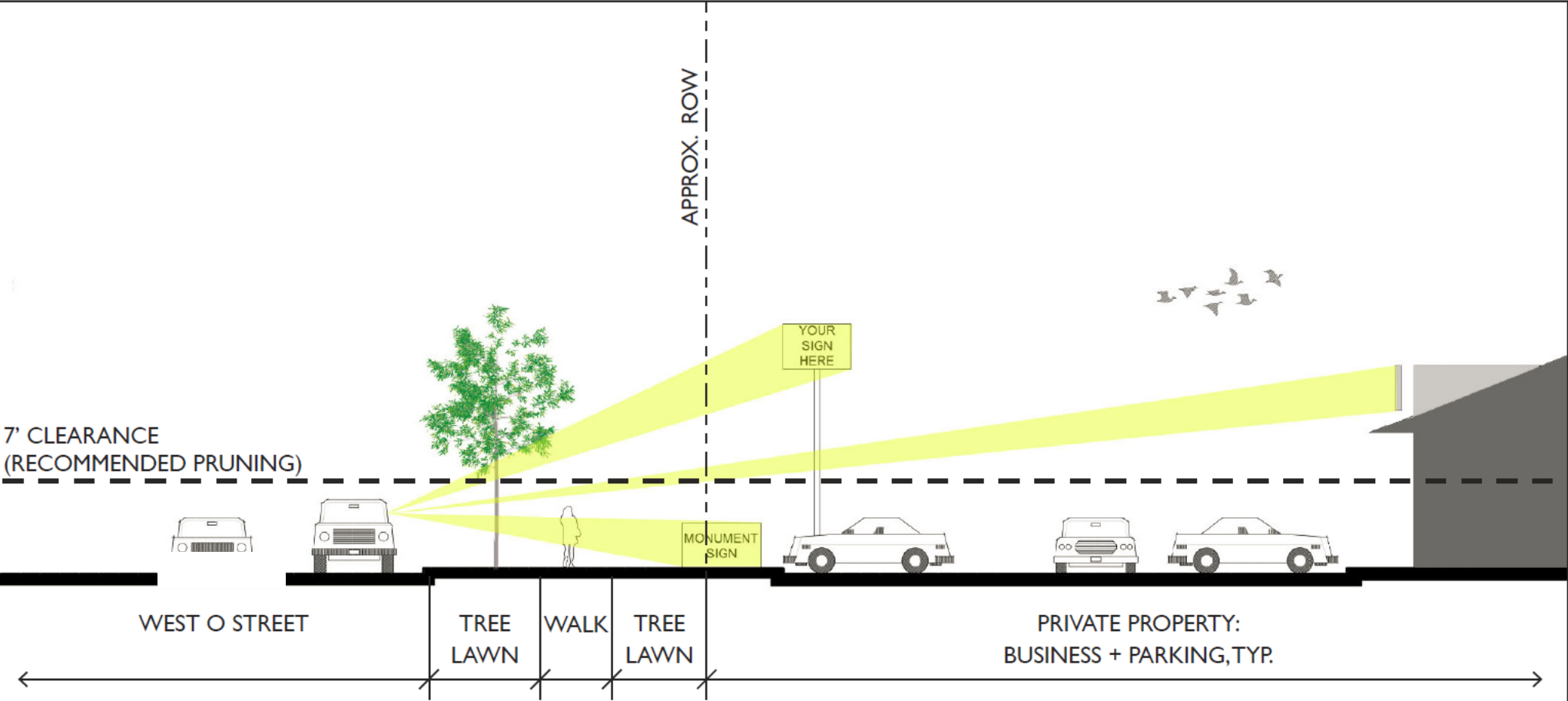
23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



Committee of the
Whole

February 18, 2020



YOUNG TREE + RETAIL

When a tree is young, it has a small overall footprint and canopy spread so, although it blocks some visibility, it does so for a very short time. As trees grow, alternative signage might make some sense to increase business visibility. By spacing trees correctly, we can work with existing signage.

Trees Mean Business!

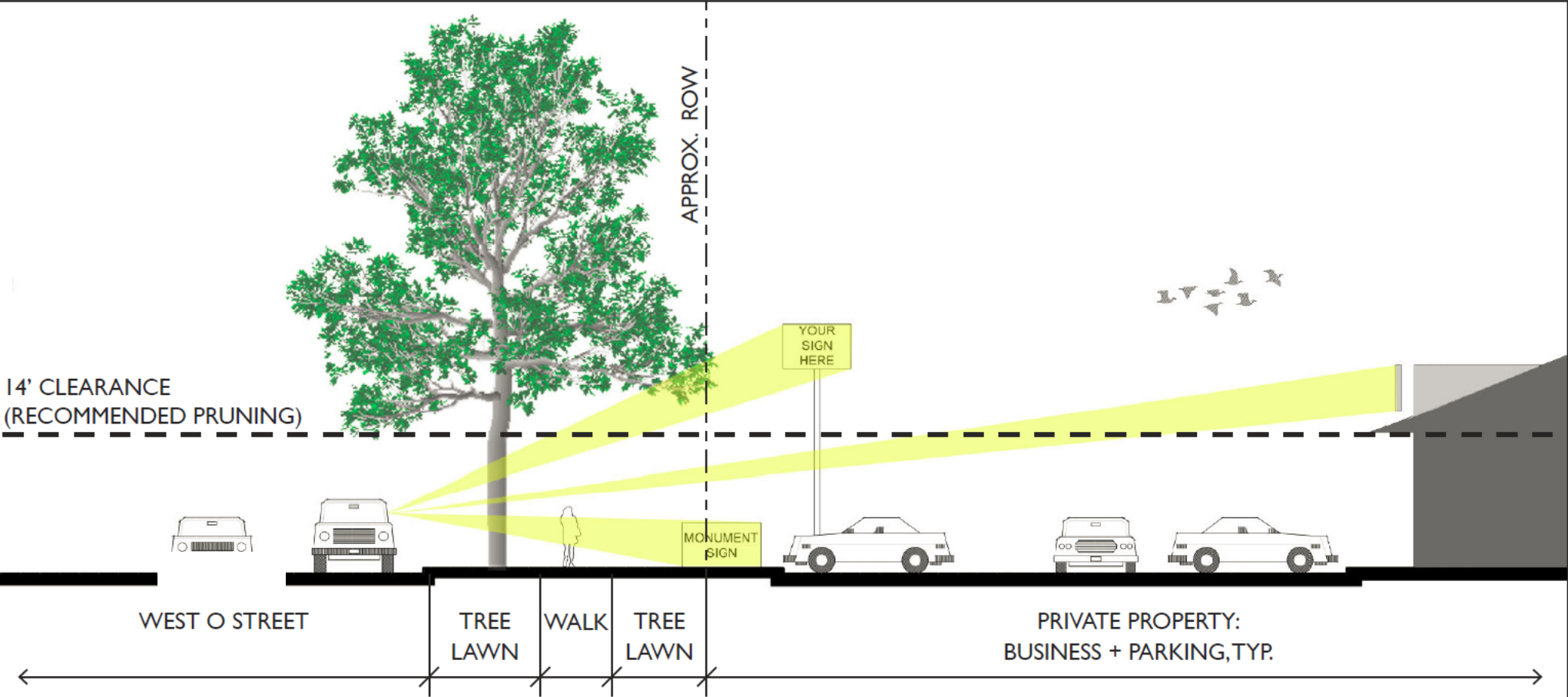
23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



Committee of the
Whole

February 18, 2020



MATURE TREE + RETAIL

When a tree has a full canopy, it is important to prune or limb up the tree branches as the tree grows. This way people driving by can see business signs. As trees change, signage placement can change.

Trees Mean Business!

23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



Committee of the
Whole

February 18, 2020



OMAHA, NE - N 114TH STREET / MIRACLE HILLS DRIVE

Phase 1 Enhancements – Tree Types

23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



Committee of the
Whole

February 18, 2020



RED OAK



GINKGO



OHIO BUCKEYE



LONDON PLANETREE



SWAMP WHITE OAK

TREES WITH COARSE TEXTURED LEAVES

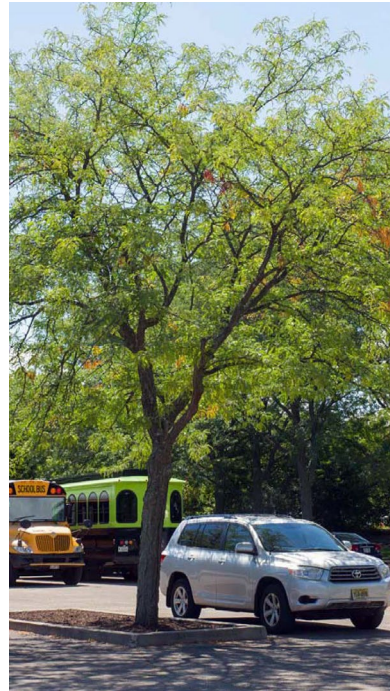
Phase 1 Enhancements – Tree Types



PRINCETON ELM



KENTUCKY COFFEE TREE



HONEY LOCUST



BALD CYPRESS



HACKBERRY

TREES WITH FINE TEXTURED LEAVES

23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



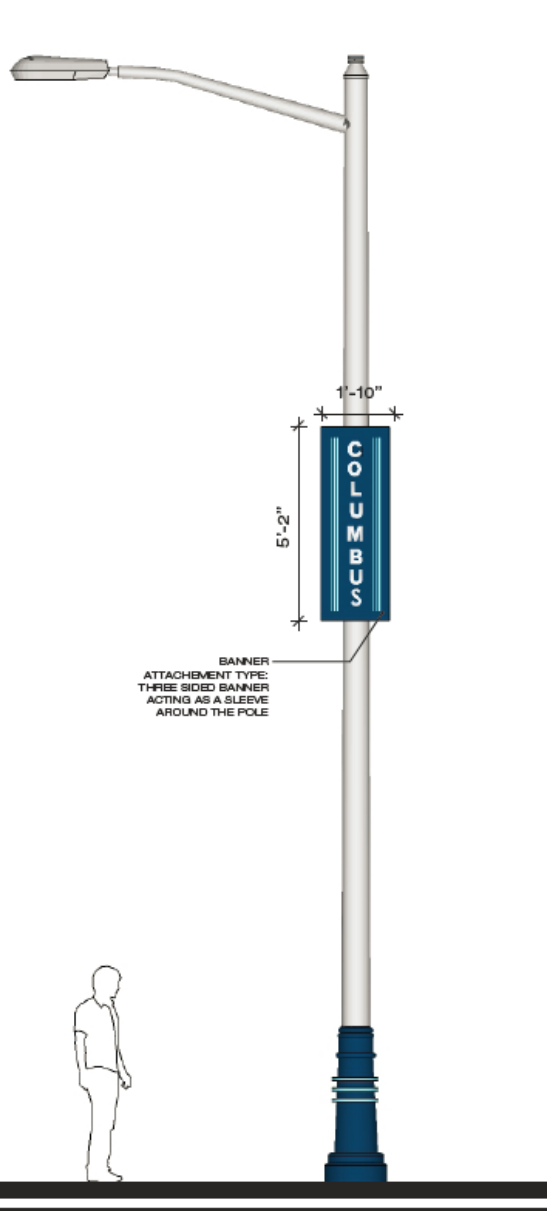
Committee of the
Whole

February 18, 2020

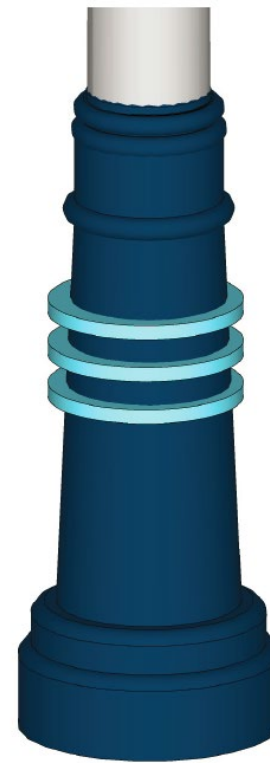
Phase 1 Enhancements – Light Pole Attachments

23rd St.
STREETSCAPE
BEAUTIFICATION

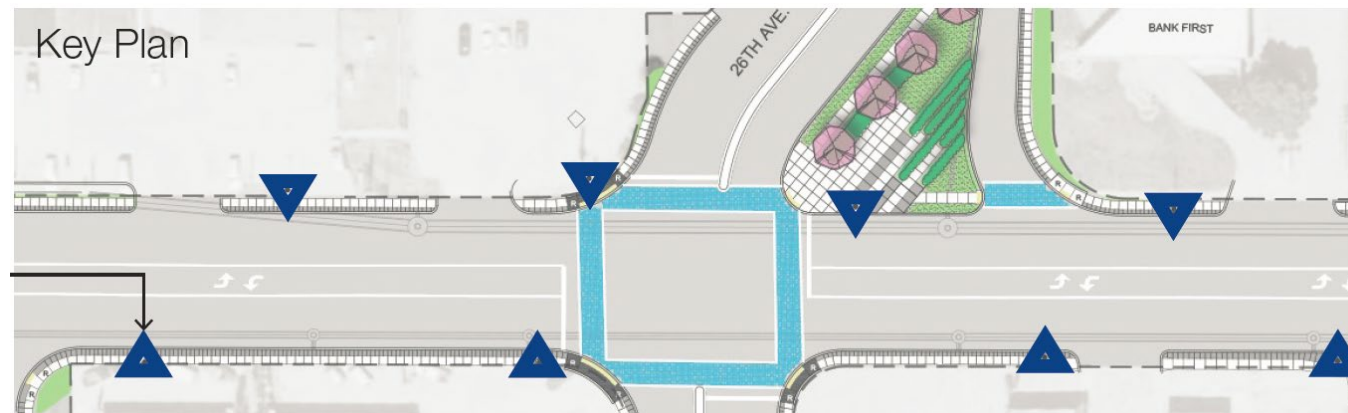
PHASE 1



THREE SIDED



LIGHT BLUE RINGS

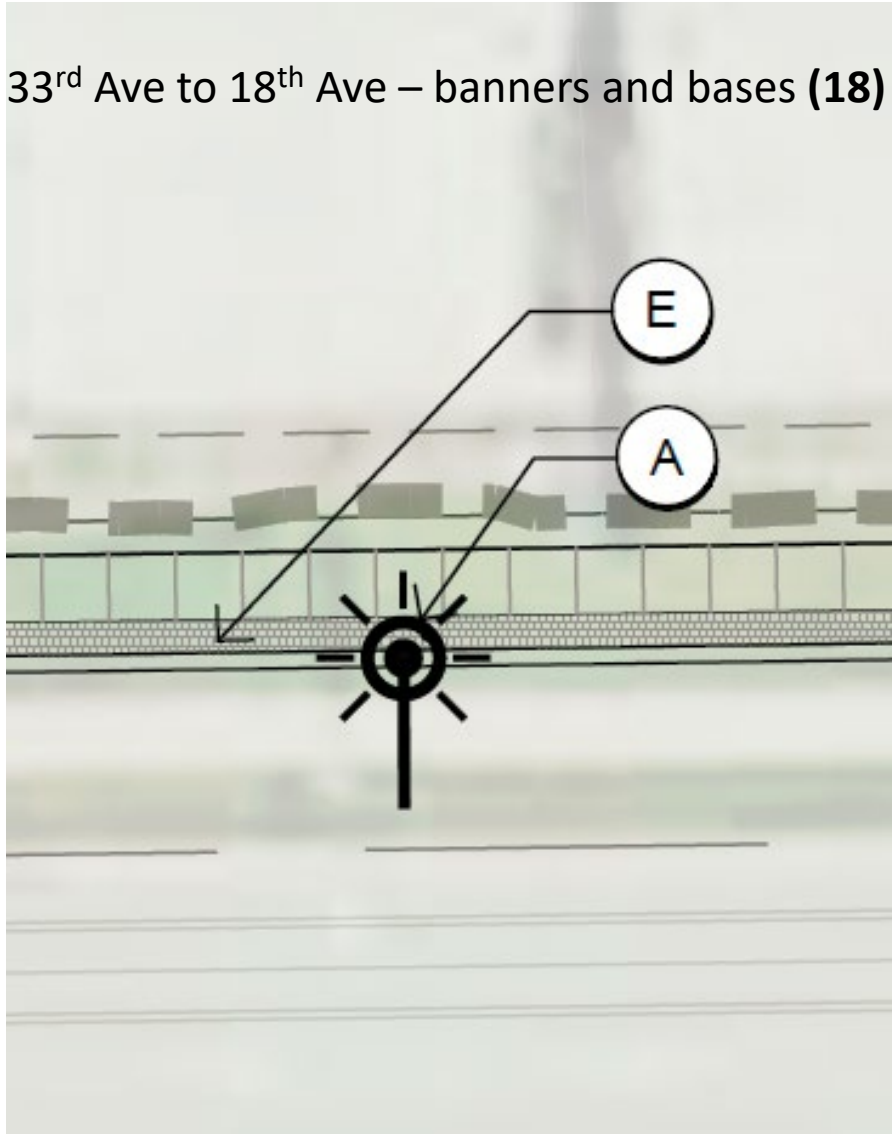


Committee of the
Whole

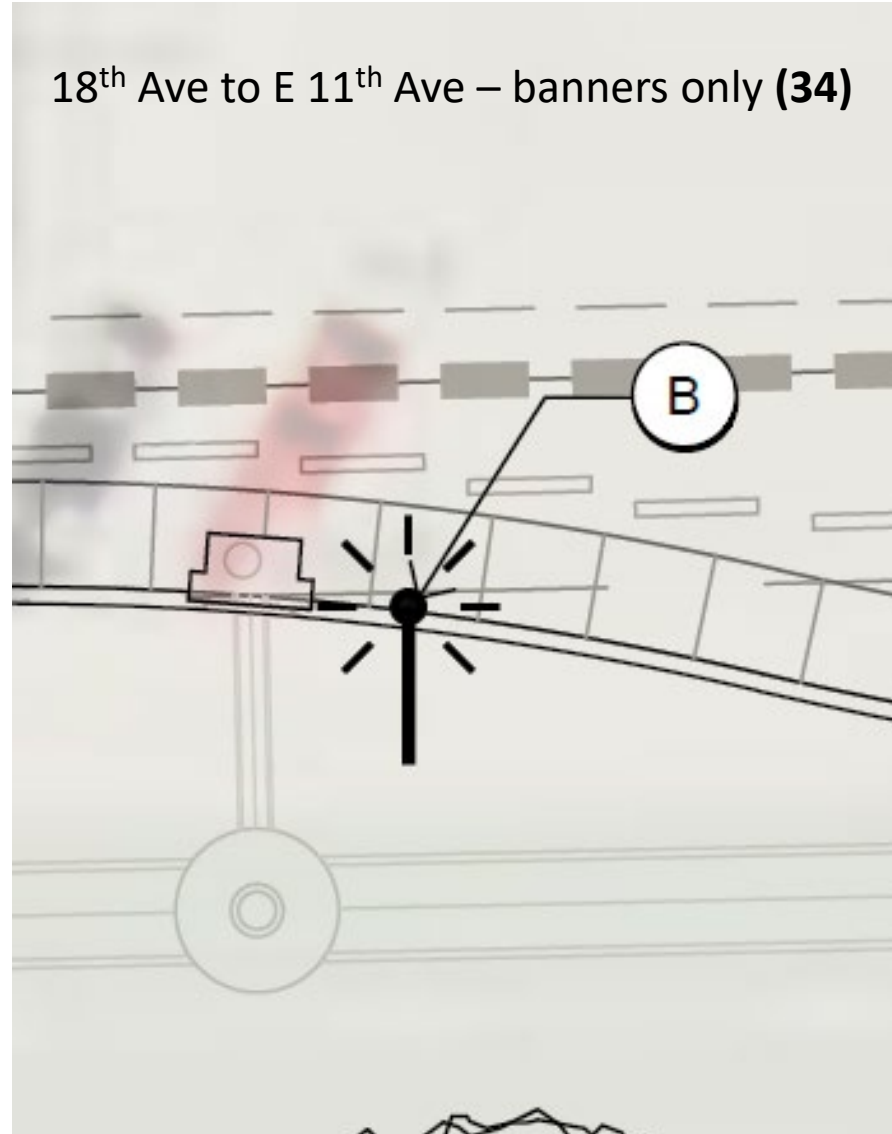
February 18, 2020

Phase 1 Enhancements – Light Pole Attachments

33rd Ave to 18th Ave – banners and bases (18)



18th Ave to E 11th Ave – banners only (34)



23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



Committee of the
Whole

February 18, 2020

Phase 1 Enhancements – 30th Avenue



23rd St.
STREETSCAPE
BEAUTIFICATION

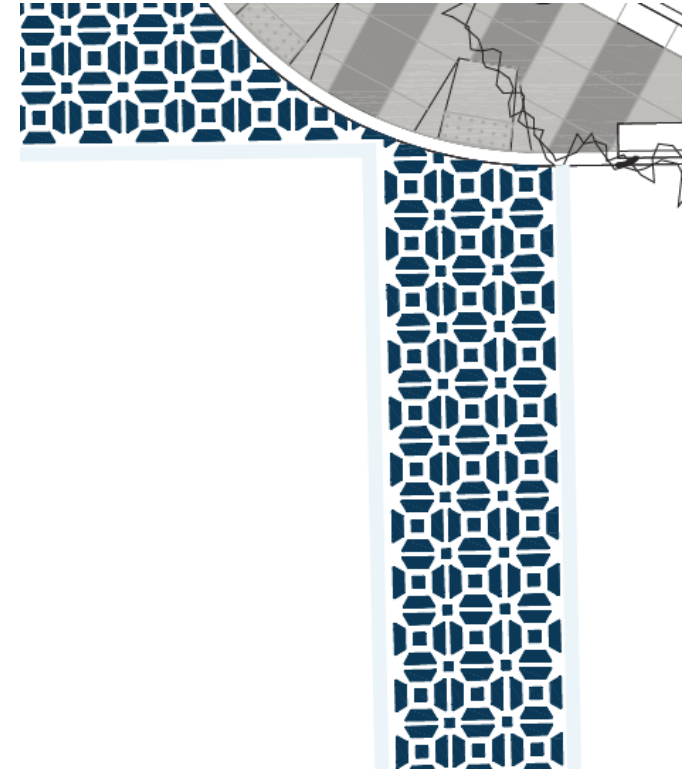
PHASE 1



Committee of the
Whole

February 18, 2020

Phase 1 Enhancements – 30th Avenue



23rd St.
STREETSCAPE
BEAUTIFICATION

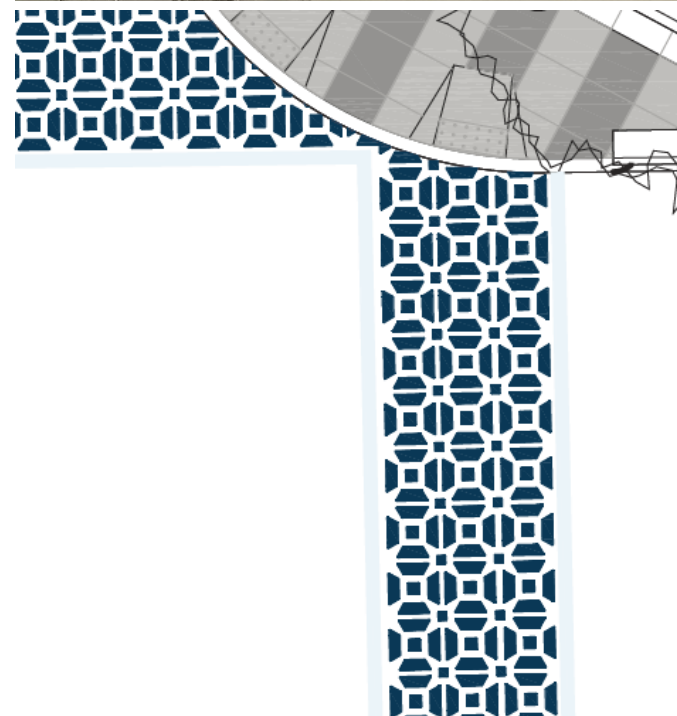
PHASE 1



Committee of the
Whole

February 18, 2020

Phase 1 Enhancements – 26th Avenue



23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



Committee of the
Whole

February 18, 2020

Phase 1 Enhancements – 26th Avenue



23rd St.
STREETSCAPE
BEAUTIFICATION

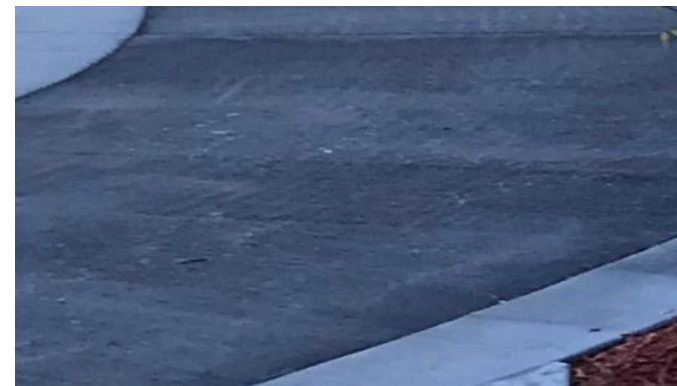
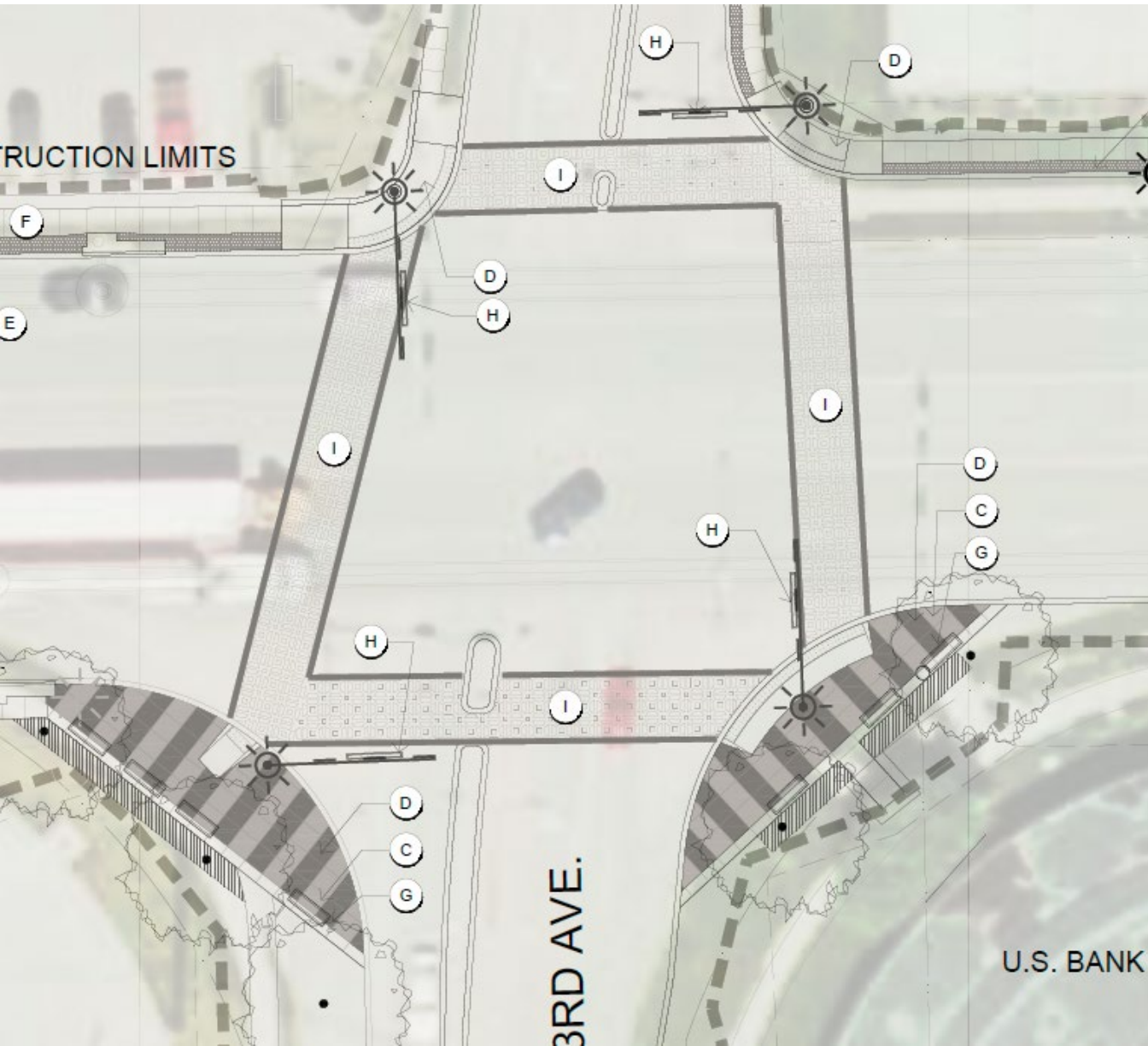
PHASE 1



Committee of the
Whole

February 18, 2020

Phase 1 Enhancements – 23rd Avenue



23rd St.
STREETSCAPE
BEAUTIFICATION

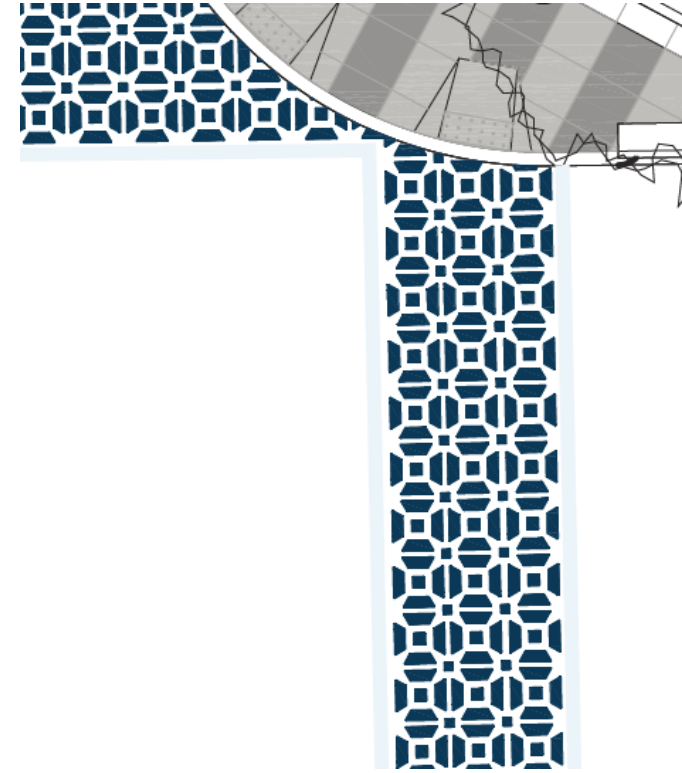
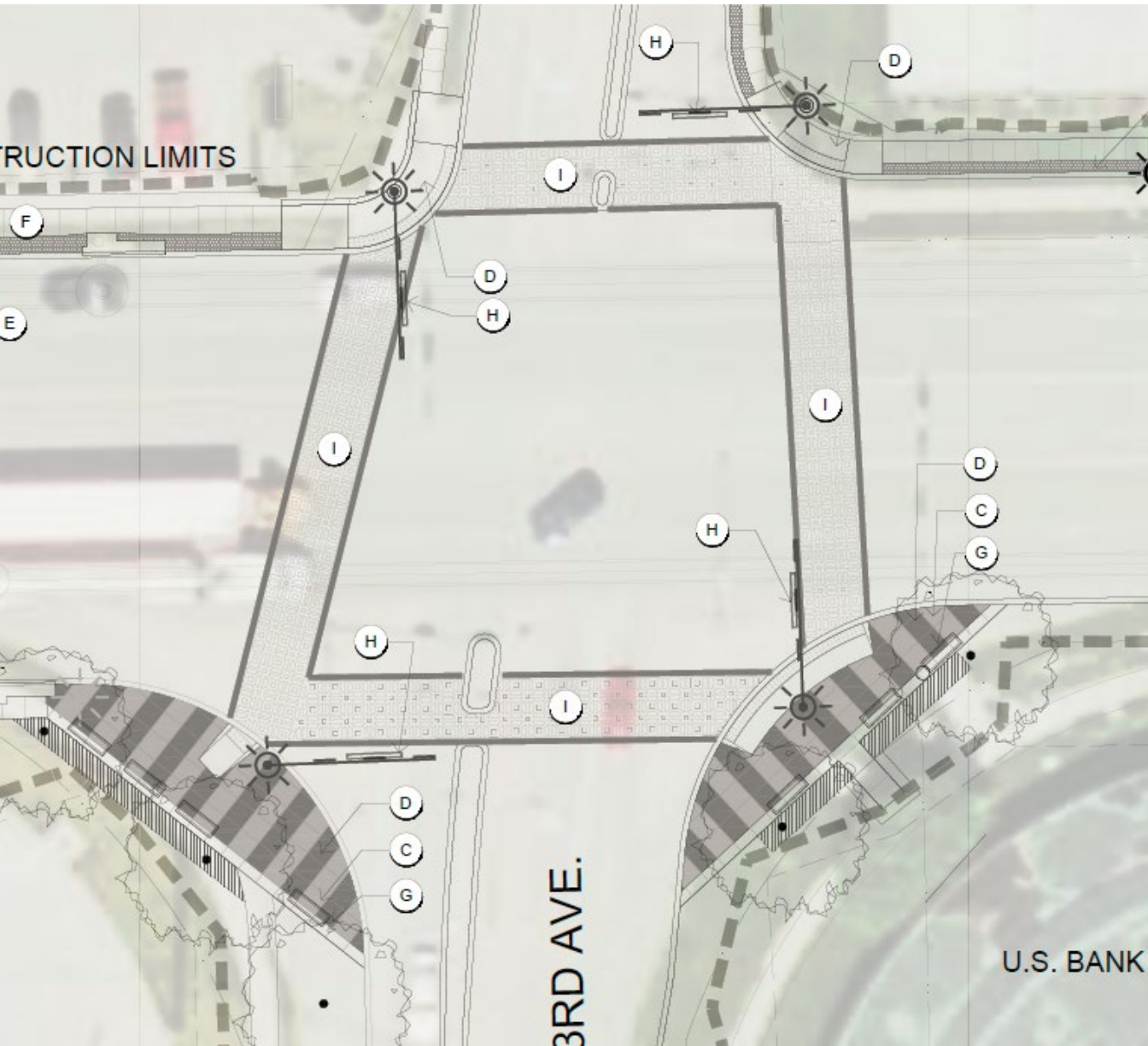
PHASE 1



Committee of the
Whole

February 18, 2020

Phase 1 Enhancements – 23rd Avenue



23rd St.
STREETSCAPE
BEAUTIFICATION

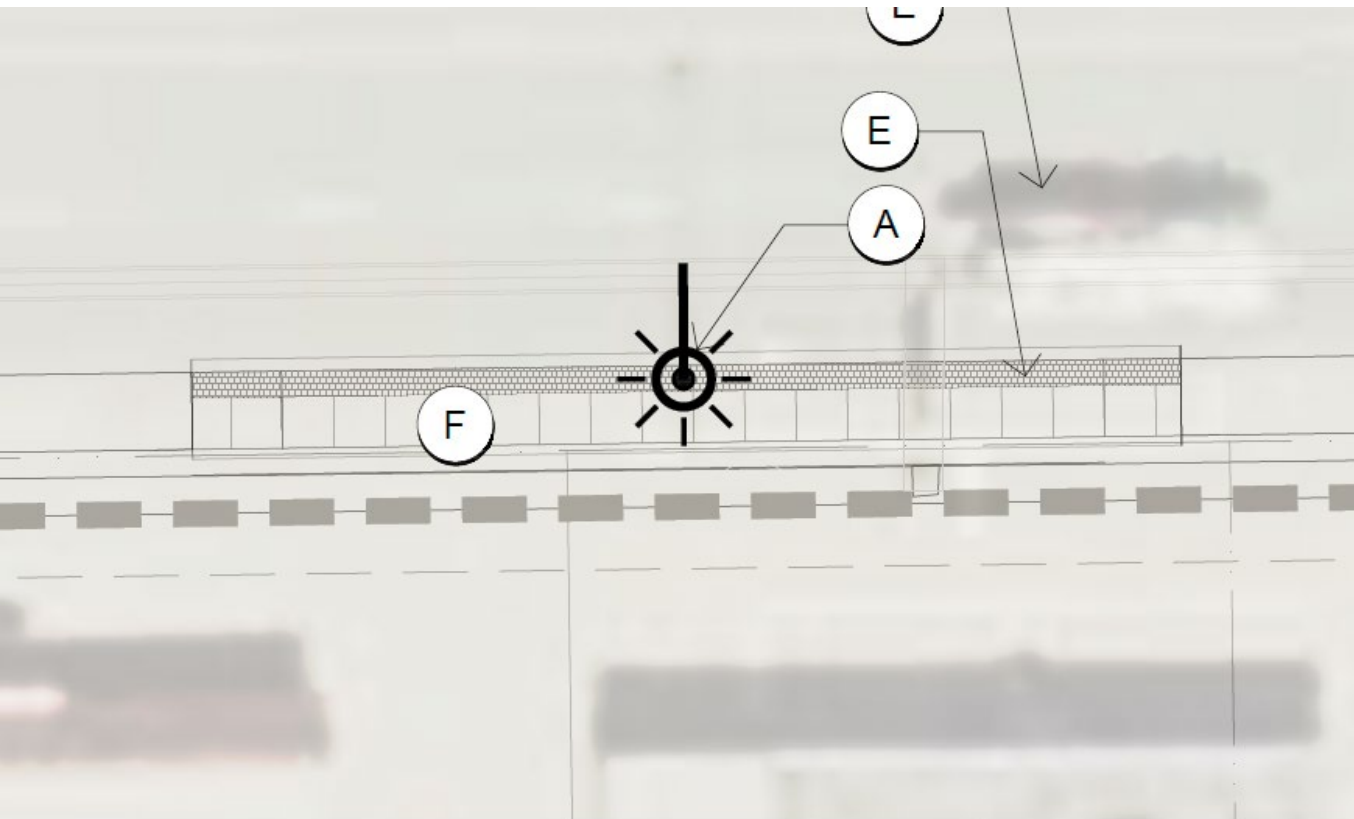
PHASE 1



Committee of the
Whole

February 18, 2020

Phase 1 Enhancements – Edge Treatment



23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



Committee of the
Whole

February 18, 2020

Chamber Support

23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



Committee of the
Whole

February 18, 2020

Columbus Chamber Support

- Thank you for the City's investment in streetscaping!
 - The Chamber has long-supported beautification initiatives.
 - We sought the City's support for this project in 2015.
 - 2018 traffic study shows ~14-26k vehicles travel 23rd Street daily.
 - Around 100 businesses along 23rd Street. This is our front door to the community from the East and enhances our image.
- The Chamber is willing and able to add \$100-\$125 **more** to the City's commitment
 - \$40k has already been committed.
 - Another \$60k is expected.
 - Keep Columbus Beautiful will be the fiscal agent.

23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



Committee of the
Whole

February 18, 2020

Discussion

23rd St.
STREETSCAPE
BEAUTIFICATION

PHASE 1



Committee of the
Whole

February 18, 2020

MEMORANDUM

DATE: February 4, 2020
FROM : Dan Miller, Fire Chief, w/Matt Soukup, Computer Network Technician
TO: Tara Vasicek, City Administrator
RE: Cisco Wi-Fi Access Points

RECOMMENDATION:

I recommend the approval of Cisco Wi-Fi Access Points from Sirius with a cost of \$11,542.28.

DISCUSSION:

The Wi-Fi Access Points will be installed in the new Fire Station. They will give wireless access for phones, tablets, laptops, vehicles and other devices in and around the building. This will be tied into the existing Cisco hardware provided by Sirius.

FISCAL IMPACT:

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: 

SIGNATURE:

By: 

Approved By: _____



Sirius Computer Solutions, Inc.

Headquarters:
10100 Reunion Place, Suite 500
San Antonio, Texas 78216
www.siriuscom.com

SOLUTION PROPOSAL

Prepared for:

CITY OF COLUMBUS
2424 14TH STREET
COLUMBUS, NEBRASKA 68601
UNITED STATES

Client Executive:

Kathleen O'Konski
+1 (402) 689-6344
kathleen.okonski@siriuscom.com

Proposal Number: Q-00038117
Proposal Date: 01/31/2020
Expires: 02/28/2020
Description: Fire Station
Currency: USD



Client Executive:
 Kathleen O'Konski
 +1 (402) 689-6344
 kathleen.okonski@siriuscom.com

**CITY OF COLUMBUS
 2424 14TH STREET
 COLUMBUS, NEBRASKA 68601
 UNITED STATES**



Sirius Computer Solutions, Inc.

Headquarters:
 10100 Reunion Place, Suite 500
 San Antonio, Texas 78216
 www.siriuscom.com

Proposal Number: Q-00038117
Proposal Date: 01/31/2020
Expires: 02/28/2020
Description: Fire Station
Attn:

Part #	Description	Qty	Ext. Price
AIR-AP2802I-B-K9	802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE B	11	\$9,655.80
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	11	\$0.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	11	\$0.00
AIR2800-DNA-OPTOUT	CISCO DNA SUBSCRIPTION OPTOUT for AIR2800	11	\$0.00
SW2802-CAPWAP-K9	Cisco Aironet 2800 Series CAPWAP Software Image	11	\$0.00
L-LIC-CT2504-UPG	Upgrade Options for 2504 WLAN Controller (e-Delivery)	1	\$0.00
CON-ECMU-LCT25UP	SWSS UPGRADES Upgrade Options for 2504 WLAN Controller	1	\$0.00
L-LIC-CT2504-1A	1 AP Adder License for 2504 WLAN Controller (e-Delivery)	1	\$143.00
CON-ECMU-LLICCT1A	SWSS UPGRADES 1 AP Adder License for 2504 WLAN Control	1	\$28.70
L-LIC-CT2504-5A	5 AP Adder Licenses for 2504 WLAN Controller (e-Delivery)	2	\$1,424.50
CON-ECMU-LCT255A	SWSS UPGRADES 5 AP Adder Licenses for 2504 WLAN Contro	2	\$290.28
Extended Subtotal:			\$11,542.28
Total Client Price:			\$11,542.28

Proposal Comments:

Terms and Conditions:

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. All quoted shipping and handling charges or tax amounts are estimates only, and are subject to change upon invoicing. In the event CITY OF COLUMBUS ("Customer") requests expedited shipping, whether such request is made before or after acceptance of this Solution Proposal ("Proposal") by Customer, the price stated above for shipping and handling is subject to change.

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, Inc. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products.

Notwithstanding anything to the contrary in the Terms and Conditions below and/or any referenced agreements, Customer hereby agrees that the products listed on this Proposal are noncancelable, nonreturnable, and nonrefundable except with the express written permission of Sirius.

Your contract number(s), currently on file, is as follows:

Agreement Type: Customer Agreement 34239-CA

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will, at Customer's option, (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.



Accepted by:

CITY OF COLUMBUS

Approved by:

Sirius Computer Solutions, Inc.

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title of Authorized Representative

Title of Authorized Representative

Date Signed

Date Signed

Ship to Contact (Name, Phone, & Email)

Bill to Contact (Name, Phone, & Email)

Ship to Address

Bill to Address

FILED

JAN 17 2020

**MAJOR APPLICATION
FOR
SUBDIVISION / ADDITION
(CIRCLE ONE)**

**CITY CLERK
COLUMBUS, NEBR.**

PRELIMINARY PLAT

DATE: 1/16/2020

NAME OF SUBDIVISION: Eastview Subdivision

NAME OF APPLICANT: Loup Rentals, LLC

ADDRESS OF APPLICANT: PO Box 1887

PHONE NUMBER: 402-564-4749 APPLICANT E-MAIL: mark.bierman@bierman-inc.com

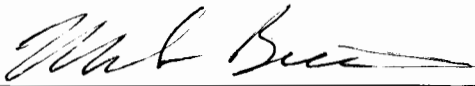
NUMBER OF LOTS IN SUBDIVISION: 7

ADDRESS OF SUBDIVISION: None assigned.

I hereby apply for a Major Subdivision / addition and have paid with the preliminary application \$125.00 application fee, \$100.00 reviewing fee plus \$10.00 per lot review fee. I understand that a \$25.00 map update fee will be invoiced once approved.

\$125
\$100
7 lot \$70

\$295



Owner or Owner's Representative

Jason Mielak

Submitted Development Agreement on: _____

City Attorney
Neal Valorz – nvalorz@1492law.com
Gene G. Schumacher – gschum@1492law.com

The City of **Columbus**

MEMORANDUM

DATE: February 6, 2020
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Eastview Addition – Preliminary Plat

RECOMMENDATION:

I recommend the approval of the preliminary plat of Eastview Addition as it is amenable with the adjacent land use and the future land use and is in accordance with the Land Development Ordinance (LDO) 96-08 as amended.

DISCUSSION:

Development consists of 7 residential type lots. Resolution 19-39 zones the property R3 with the condition that the only uses permitted are R2 of Table 4-2 of the LDO. Streets, storm sewer, water and sanitary sewer will be extended to the east property line. The property is within the corporate limits.

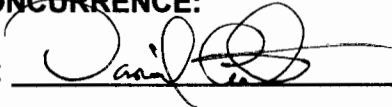
FISCAL IMPACT:

Maintenance costs for streets, storm sewer, water, and sanitary sewer.

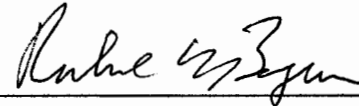
ALTERNATIVE:

Do not approve.

CONCURRENCE:

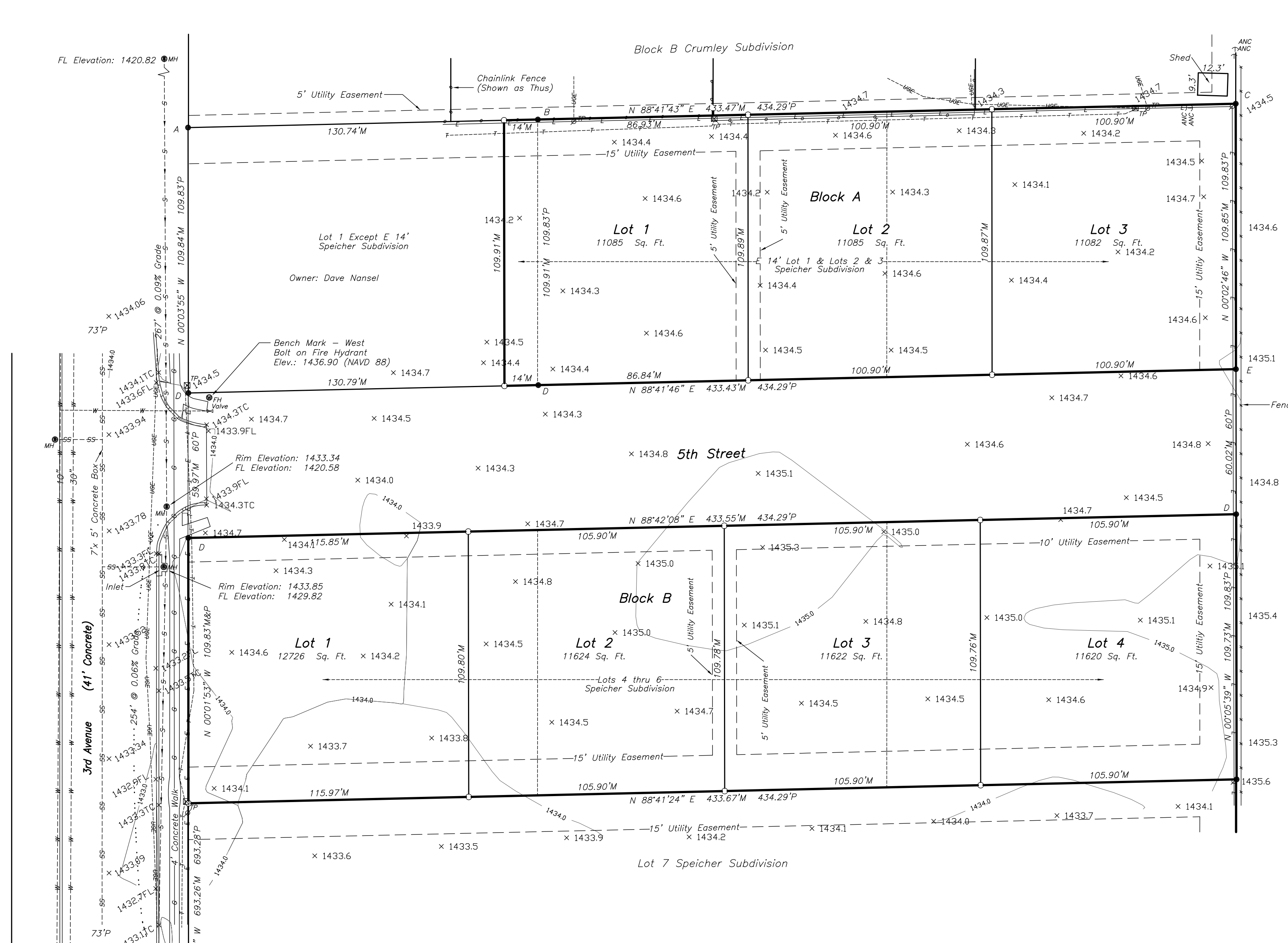
By:  _____

SIGNATURE:

By:  _____

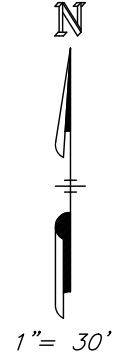
Approved By:  _____

PRELIMINARY PLAT OF EASTVIEW SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA



Developer:
Mark Bierman
PO Box 1887
2560 E. 29th Avenue
Columbus, NE 68601
Phone: 402.910.8878

Engineer:
Merlin Lindahl, E-3975
9271 18th Avenue
Columbus, NE 68601
Phone: 402.910.6609



- LEGEND-**
- Property Corner
 - Proposed Monuments
5/8" x 24" Rebar
w/Plastic Survey Cap
 - ⊙ MH Man Hole
 - ⊠ Telephone Pedestal
 - ⊕ Power Pole
 - ⊗ Transformer Pole
 - ⊔ Anchor
 - ⊙ FH Fire Hydrant
 - ⊕ Valve Water Valve
 - TC Top of Curb
 - FL Flow Line
 - E—E—E— Overhead Power Line
 - U-E-U-E- Underground Power Line
 - T-T-T-T- Underground Telephone
 - G-G-G-G- Underground Gas
 - S-S-S-S- Sanitary Sewer
 - SS-SS- Storm Sewer

Field Notes:

A) Found 1" iron pipe 15" deep, perpetuated with a 5/8" x 15" rebar with plastic cap.

B) Found 1" iron pipe lying below a 3" PVC pipe which is lying flat.

C) Found 3/4" iron pipe 6" deep.

D) Found 1" iron pipe.

E) Found 5/8" x 24" iron rod bent. Replace with a 5/8" x 24" rebar with plastic cap.

F) Found 1" iron pipe with plastic cap (LS 586)

Utilities:
Call 800.642.8434 for the actual location of the utilities before digging.
No Private Utilities were located unless otherwise shown.
Water/Sewer - City of Columbus (As Shown)
Gas - Black Hills Energy (As Shown)
Telephone - Frontier Communications (As Shown)
Electric - Loup River Public Power District (As Shown)
Cable TV - Time Warner Cable (Nothing Located on Project Area)

Notes:

1) All elevations are referenced to NAVD 1988.

2) All bearings are referenced to True North observed at the NE Corner, Sec. 36, T17N, R1W.

3) Present and the proposed zoning is Zoned "R-3" (Multiple-Family Residential District) with the condition that the only uses permitted in said zoning district are those permitted under "C-2" of Table 4-2 of the City of Columbus Land Development Ordinance of 1996.

4) This property is located in Flood Plain Zone X.

PLANNING COMMISSION:
This Preliminary Plat of Eastview Subdivision to the City of Columbus, Platte County, Nebraska, was approved by the Planning Commission on

_____ Day of _____
Chairman

CITY COUNCIL:
This Preliminary Plat of Eastview Subdivision to the City of Columbus, Platte County, Nebraska, was approved by the City Council on

_____ Day of _____
Mayor City Clerk

Description:
The East 14 ft. of Lot 1 and Lots 2 thru 6, Speicher Subdivision to the City of Columbus, Platte County, Nebraska, containing 1.86 acres more or less.

Surveyor's Statement:
I, Thomas A. Tremel, a Registered Land Surveyor in the State of Nebraska, hereby state that this subdivision was surveyed under my direct supervision and is correct to the best of my knowledge and belief.

Thomas A. Tremel
Thomas A. Tremel, L.S. #455
January 22, 2020



EASTVIEW SUBDIVISION, A Subdivision of the East 14 ft. of Lot 1 and Lots 2 thru 6, Speicher Subdivision to the City of Columbus, Platte County, Nebraska,

PRELIMINARY PLAT - EASTVIEW SUBD.
CITY OF COLUMBUS
PLATTE COUNTY, NEBRASKA

TAT	TA TREMEL	01/13/2020	No. 1 Driftwood Drive - Columbus, NE 68601 Phone (402) 563-4589 - Fax (402) 563-3922
DRAWN	SURVEYED	DATE	



COLUMBUS POLICE DEPARTMENT

2419 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

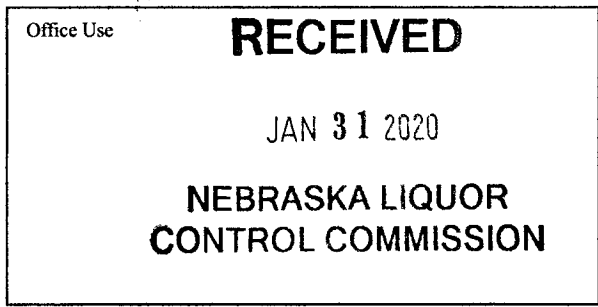
DATE: FEBRUARY 6, 2020

SUBJECT: LIQUOR LICENSE SPACE CHANGE
CORK AND BARREL
1354 27TH AVENUE, LOWER LEVEL, SUITE 50
COLUMBUS, NEBRASKA
NICOLD SAALFELD, SUPERVISOR

This application is for a change in the liquor license for the Cork and Barrel. They would like to add an additional area to their licensing. This would be a seating area that is 21 feet by 41 feet. There is also a room that they are including that is 12 feet by 18 feet. This room is going to be used primarily for storage. We had contact with Nicole Saalfeld. She indicated that this just increases the size of location. The police department has no opposition to this change in license.

**APPLICATION FOR ADDITION
TO LIQUOR LICENSE**

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



Application:

- **Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport**
- **Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application**
- **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. NO BLUE PRINTS**
- **May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body**
- **Check with your local governing body for any additional requirements that may be necessary in making this request for addition**

LIQUOR LICENSE # 122449 CLASS TYPE C
LICENSEE NAME Cork & Barrel
TRADE NAME Cork & Barrel
PREMISE ADDRESS 1354 27th Ave Suite 50
CITY Columbus ZIP CODE 68601 COUNTY Platte
CONTACT PERSON Nicole Saalfeld
PHONE NUMBER OF CONTACT PERSON 402-910-3580
EMAIL ADDRESS OF CONTACT PERSON frauendorf.nicole@gmail.com

CK 2520
4500 46
1/31/2020



1. What is being added?

Explain the type of addition that is being requested, i.e. beer garden, adding to building

additional room next to previous licensed area.
(previous tenant relocated)

2. Will this addition cause the location to be within 150 feet of a church, school, hospital, home for the aged or 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 (Neb. Rev. Stat. 53-177)(1).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

3. Include a sketch of the area to be added showing:

- ✓ existing licensed area with length & width in feet
- ✓ area to be added with length & width in feet
- ✓ direction north

4. If adding an outdoor area explain:

- ✓ type of fencing
- ✓ height of fence
- ✓ length & width of outdoor area in feet

12.07 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.

Rule Chapter 2-012.07

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

Nicole Saalfeld

Signature of Licensee or Officer

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this

JANUARY 27, 2020 by

Date

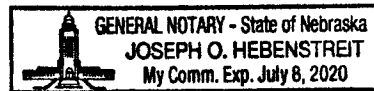
NICOLE SAALFELD

name of person acknowledged (individual(s) signing document)

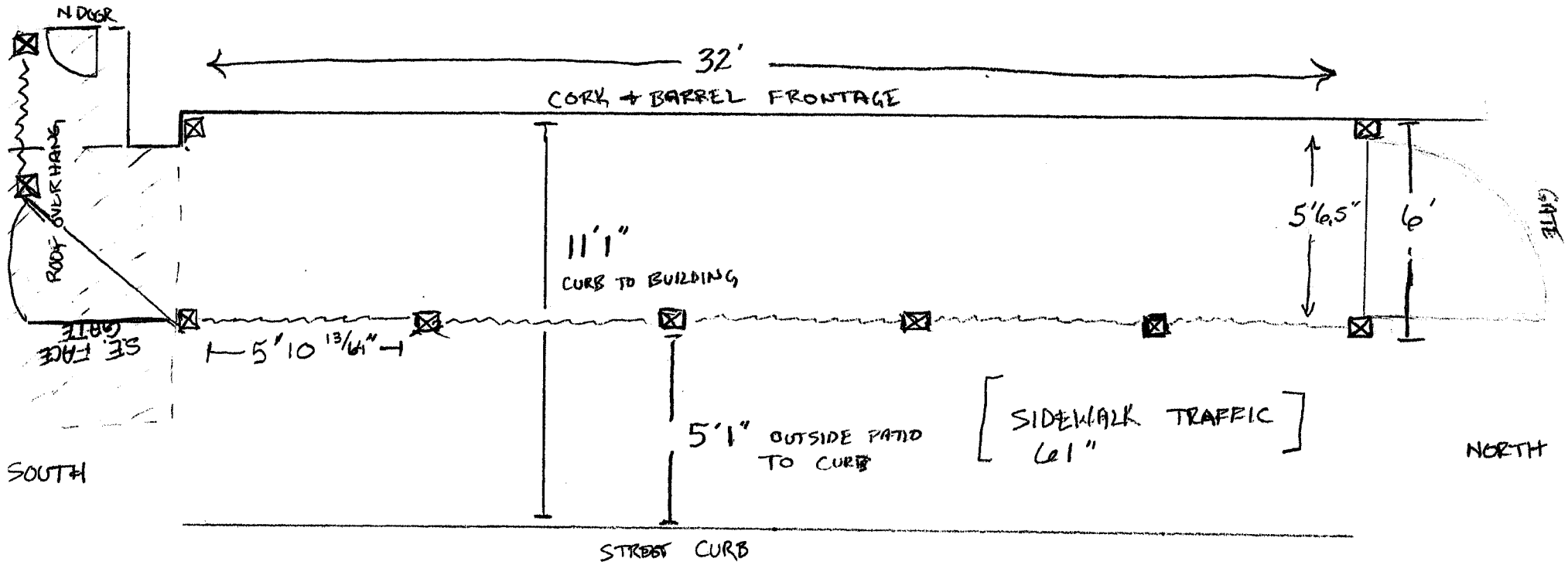
Joseph O. Hebenstreit

Notary Public signature

Affix Seal



WEST



EAST

POST SPACINGS @ 5' 10^{13/64}" CURBSIDE

(5.5" x 5.5")
 ☒ - 6" x 6" x 4' P.
 ~ 1/4" GAL P

POSTS ANCHORED TO CONCRETE VIA 1/8" PLATE SQUARE STEEL SLEEVE (2) STAINLESS 7/16" ANCHORS PER POST

1" = 4'

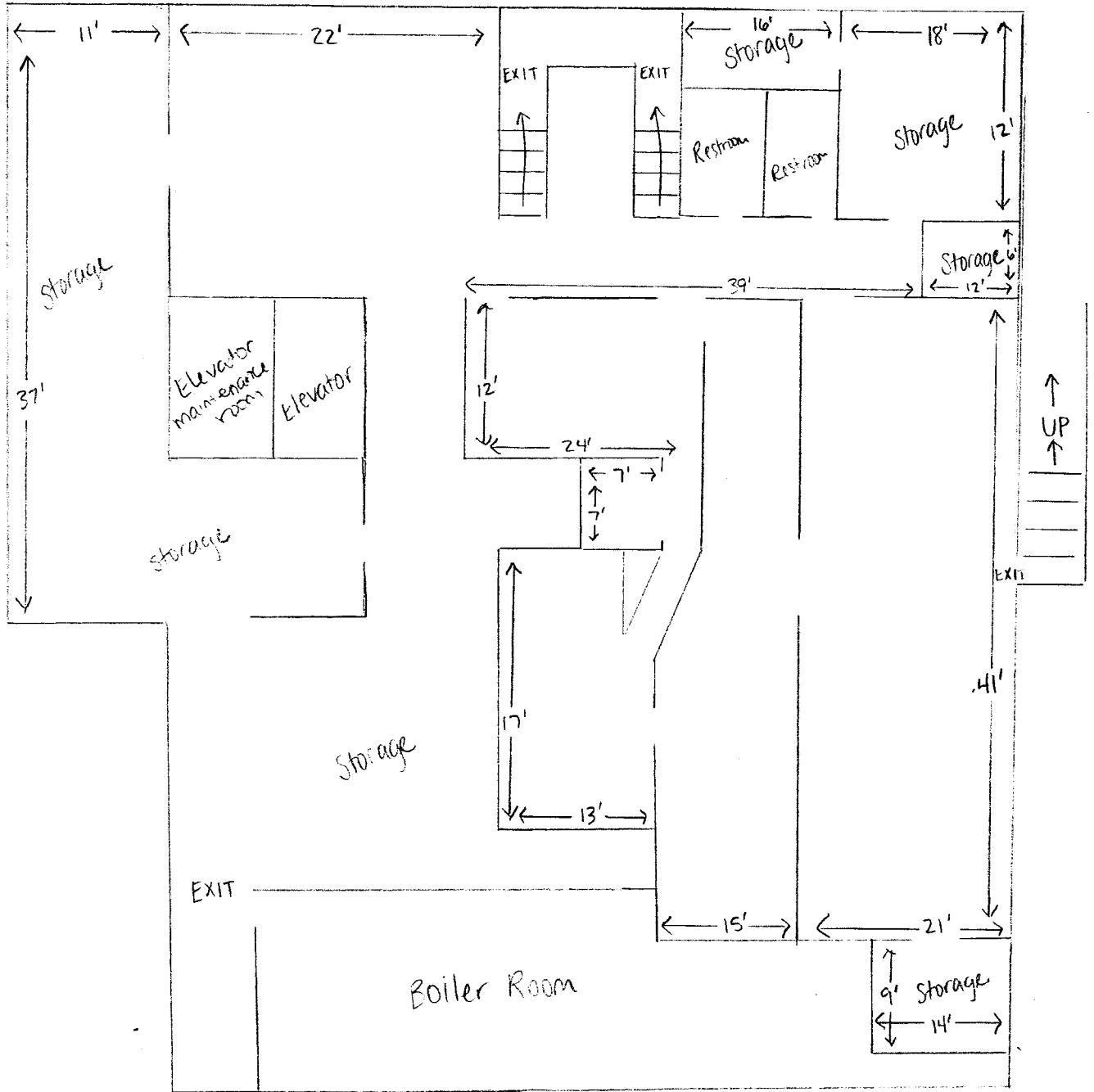
ATTENDUM TO LEASE OF CORK & BARREL

As of this date, February 1st, 2020, the space formerly leased by Artzy Haven has been acquired by Nicole Saalfeld, owner of Cork & Barrel. See attached drawing.

Beth Lunc
Owner

Nicole Saalfeld

Park Plaza Basement



1000 111

BUSINESS PROPERTY LEASE

THIS LEASE made and entered into this 18th day of March, 2018, by and between French Plaza, L.L.C., hereinafter referred to as "Lessor", and Cork & Barrel, L.L.C., hereinafter referred to as "Lessee".

1. **Premises and Term.** Lessor for and in consideration of the rents to be paid and Lessee's covenants and agreements contained herein, does hereby lease to Lessee **Suite #50 on the lower level of the building commonly known as Park Plaza (the "Building") and located at 1354 27th Avenue, Columbus, Nebraska 68601.** Suite #50 is shown on the floor plan attached hereto as **Exhibit "A"** and made a part hereof. (The property so leased by Lessee shall be referred to herein as the "Leased Premises"). **Such lease shall be for a term commencing April 1, 2018 and ending March 31, 2020.**

2. **Use.** The Lessee shall use the Leased Premises for the conduct of the business of operating a wine bar and related purposes including the sale of the food and other beverages. Lessee will not, without the prior written consent of Lessor, use any portion of the Leased Premises for any other purpose whatsoever.

3. **Rent.** In consideration of such Lease, Lessee hereby agrees to pay to Lessor at **1354 27th Avenue, Columbus, Nebraska 68601** or such other address as Lessor may hereafter designate in writing, rental in the amount of **One Thousand Dollars (\$1,000.00) per calendar month during the full twenty-four months of such term.** Rental shall be payable in advance on or before the first day of each calendar month.

4. **Access.** Lessee's members, guests, employees and customers shall be entitled to have access to the Leased Premises during business hours using the public doorways, halls, stairs, elevator and other areas of the Building open to the public to gain access to the Leased Premises.

5. **Use of Appliances, Furniture and Common Areas.** In addition to the use of the Leased Premises, Lessee shall have the right to use the following personal property belonging to Lessor and currently on the Leased Premises:

- **Microwave Oven**
- **Toaster Oven**
- **48 Black Chairs**
- **20 Black Bar Stools**
- **3 Black Rectangle Tables**
- **1 Silver Small Square Table**
- **2 Silver Small Round Tables**
- **3 Black High Top Tables**
- **2 Eight Foot Black Rectangle Tables**
- **1 Five Foot Black Round Table**

during the term of this Lease and any extensions, provided that Lessee shall use due care and maintain such items in good repair and shall return the items to Lessor upon termination of this Lease in substantially their same condition, ordinary wear excepted. Lessee shall also have the right to use the restrooms and storage areas on the lower level of the building in common with the other tenant of such lower level, provided Lessee and such other tenant shall jointly maintain and clean the storage area and restrooms, including providing the necessary restroom supplies.

6. **Taxes.** The Lessor shall be responsible for the payment of all real estate taxes and assessments with respect to the Leased Premises and personal property taxes on Lessor's personal property. Lessee shall be responsible for all personal property taxes on Lessee's property.

7. **Lessor's Improvements.** Lessor reserves the right to make improvements, alterations or additions to the building in which the Leased Premises are located, at any time,

provided that such improvements, alterations or additions shall not materially change the general appearance, location or area of the Leased Premises or block Lessee's access thereto.

8. Lessor's Maintenance. Lessor shall, at Lessor's own expense, maintain and repair all of the plumbing, electrical, heating and air conditioning fixtures and equipment serving the Leased Premises as well as the roof, footings, foundation, structural components and exterior (including glass exposed to the exterior) of the building in which the Leased Premises are located and shall maintain the same in good, safe, sanitary, proper and presentable condition throughout the term of this lease. Provided, however, that Lessee shall be required to reimburse Lessor for the reasonable costs of any repairs of damage occasioned by the negligence or intentional act of Lessee or any of Lessee's guests, invitees, employees or customers.

9. Lessee's Maintenance. Except for those responsibilities assigned to Lessor under Paragraph 8 of this Lease, Lessee shall at Lessee's own expense, maintain the Leased Premises and keep the same in good, safe, sanitary, proper and presentable condition throughout the term of this Lease. Lessee shall not make any alterations, additions, improvements or changes affecting the Leased Premises without the prior written consent of Lessor and if such consent is given, Lessee shall comply with all of the conditions imposed by Lessor with respect thereto and all such alterations, additions and improvements so made or installed shall remain on and become a permanent part of the Premises, unless otherwise agreed in writing between Lessor and Lessee.

10. Utilities. Lessor shall be responsible for the payment of expenses in connection with the heating, water and sewer services with respect to the Leased Premises during the term of this Lease. Lessor shall not incur any liability to Lessee for failure to provide such services in the event the failure to do so arises out of a cause beyond the control of Lessor and any delay or cessation of the services is reasonable under the circumstances. Lessee shall have joint responsibility with the other tenant of the lower level of the building in which the Leased

Premises are located for all charges for electrical services to that level on a **50%/50%** basis. Lessee shall be responsible for the payment of Lessee's telephone services including installation, maintenance and monthly fees.

11. Signs. Lessor shall add Lessee's name to the common sign at the front of the Building. Lessee shall also have the right to advertise the name of its business and the services provided on the exterior window at the front of the Leased Premises, provided the size, location and design of such sign shall be approved in advance by Lessor and such sign shall be in strict accordance with the law and shall be removed upon termination of this Lease in accordance with **Paragraph 22** of this Lease.

12. Prohibited Uses. Lessee shall keep and make use of the Leased Premises in a manner which will be in compliance with all applicable laws, ordinances, rules and regulations of the City, County, State and Federal governments and will not suffer or permit the Leased Premises to be used for any unlawful purpose. Lessee shall protect the Lessor and save Lessor and the Leased Premises harmless from any and all fines and penalties that may result from or be due to any infraction by Lessee. Lessee shall not engage in any activity (such as the playing of loud music) which would be likely to interfere with the use of any other tenant of the Building of that tenant's leased premises. Lessee shall not unlawfully store or dispose of any petroleum products or other hazardous substances on the Leased Premises or take any action or store any goods or products which would increase Lessor's insurance premiums with respect to the building housing the Leased Premises.

13. Lessor's Entry. The Lessors, agents or representatives, shall have the right to enter the Leased Premises for the purpose of inspecting the same or doing anything that may be required or permitted under this Lease. Provided, however, that such right of entry shall not be exercised in such a manner as to unduly interfere with Lessee's use of the Leased Premises and, except in the case of an emergency, Lessor shall give Lessee, not less than **24** hours oral notice of such intended entry and shall only enter during normal business hours. During the **last**

sixty (60) days of the term of this Lease and any extensions, Lessor, or Lessor's agents or representatives, shall have the right to enter onto the Leased Premises for the purpose of exhibiting the Leased Premises to prospective tenants at any reasonable time, provided, Lessor shall give Lessee reasonable oral notice of any intended entry for such purposes.

14. Rules and Regulations. Lessee and Lessee's guests, invitees, employees and customers shall abide by such reasonable rules and regulations as Lessor may promulgate from time to time with respect to the use of the Leased Premises provided that:

- **Such rules and regulations are reasonably calculated to prevent or remedy some current or potential problem or hazard;**
- **No such rules shall be in contravention of any provision of this Lease, and**
- **Lessee shall be given not less than thirty (30) days written notice of the effectiveness of any such rule or change therein.**

15. Insurance and Indemnification. Throughout the term of this Lease, the Lessee agrees to maintain, at its sole cost and expense, public liability insurance with a reputable insurance company covering damage or personal injury growing out of the use of, or occurring on or about the Leased Premises, with not less than **\$1,000,000.00 single limit coverage.** Regardless of any limitations upon such insurance coverage, Lessee agrees to indemnify and hold Lessor harmless from any and all claims and demands for loss or damage to property or for injury or death to any person from any cause whatsoever while in, upon or about the Leased Premises during the term of this Lease, provided such damage or injury shall not result from the gross negligence or intentional act of Lessor or Lessor's agents or employees.

16. Lessee's Property. All property of the Lessee, which may be on or about the Leased Premises, shall be at the risk and responsibility of Lessee. Lessee and Lessor each, hereby waive any claim for recovery from the other party for any loss or damage to any of the waiving party's property insured under a valid and collectable insurance policy to the extent of

any recovery collectable under such insurance subject to the limitations that such waiver shall apply only when permitted by the applicable policy of insurance.

17. Damage or Destruction. In the event the Leased Premises or the building housing the Leased Premises, or any part thereof, shall at any time, be damaged or destroyed by fire or other cause so that the Leased Premises shall be totally or partially unfit for Lessee's use, then the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until such time as the damage has been repaired. Lessor shall have the option to repair and restore the Leased Premises or terminate this Lease by written notice to Lessee within **thirty (30)** days after the date of damage or destruction. In any event, if Lessor shall not commence work to place the Leased Premises in proper repair within **thirty (30)** days after such damage or destruction or shall not diligently pursue such work once commenced, Lessee shall have the right to terminate this Lease by written notice to Lessor at any time.

18. Condemnation. If the whole or any part of the Leased Premises shall be taken by any authority under the power of eminent domain or otherwise, then the term of this Lease shall cease on the part so taken from the day the possession of that part is taken and thereupon, Lessee shall have the option to cancel this Lease or be entitled to a reduction in rental equivalent to the reduction in usefulness to Lessee brought about by such condemnation. Lessee shall not be entitled to share in any way in any award of compensation for such taking, except such award as may be made directly to Lessee.

19. Assignments. Lessee shall not, without the prior written consent of Lessor, assign this Lease, sublet any portion of the Leased Premises, nor use or permit the same to be used for any purpose other than as set forth in **Paragraph 2** of this Lease.

20. Attornment. In the event of the sale or transfer of the Building, any assignment by Lessor of Lessor's rights hereunder or a transfer of the Leased Premises by virtue of a foreclosure or other procedure at law or in equity, Lessee agrees to attorn to and become the

tenant of any party, thereby succeeding to the rights of Lessor. Provided, however, that no such sale, foreclosure or other transfer shall, in any way, alter the rights of Lessee under this Lease.

21. Default. Each of the following acts or omissions shall constitute a default by Lessee hereunder and a breach of this Lease:

- **voluntary or involuntary bankruptcy or assignment for the benefit of creditors by Lessee;**
- **Lessee's failure to pay any rent due hereunder for a period of ten (10) days after the same is due;**
- **Lessee's failure to perform any other agreement or covenant herein required within ten (10) days after Lessee's receipt of written notice of nonperformance or, in the case of any such performance which cannot be completed within ten (10) days, Lessee's failure to commence performance thereof within ten (10) days after notice or Lessee's failure to diligently pursue the same after such commencement.**

In the event of a default by Lessee, Lessor may at Lessor's sole option, reenter and recover possession of the Leased Premises. In the event of such reentry, Lessor may relet the Leased Premises or any portion thereof to any other party upon such terms and conditions as are reasonable. No such reentry shall release Lessee from Lessee's obligation to pay rental hereunder, except that if Lessor shall relet the Leased Premises or any portion thereof, all rental received by Lessor upon such reletting less the costs and expenses thereof, shall be credited against the rental otherwise due from Lessee hereunder. No such reentry or reletting by Lessor shall be derogation of any other remedy which Lessor may have against Lessee for such default and Lessor shall be entitled to pursue any or all such remedies by any legal means available.

22. Termination. Upon termination of this lease, Lessee shall:

- **Immediately deliver possession of the Leased Premises including the appliances and furniture referred to in Section 5 above to Lessor in as good condition as it was at the commencement date, ordinary wear and tear excepted;**
- **Leave undisturbed on the Leased Premises all improvements, alterations and additions made by Lessee, except as otherwise agreed in writing by Lessor and Lessee, and**
- **Remove all signs, personal property and trade fixtures of Lessee and repair any damage to the Leased Premises or Building arising out of the installation or removal of the same.**

In the event Lessee shall fail to remove Lessee's personal property from the Leased Premises on or before termination of this lease, Lessee shall pay Lessor as additional rent hereunder, pro-rata per diem rental based upon the then monthly rental rate for each day that Lessee's property remains on the Leased Premises. "Termination" when used in this Lease shall refer to the end of the original term and any extensions or such earlier termination as may be provided for herein.

23. Holding Over. If Lessee shall fail to vacate the Leased Premises upon termination of this Lease and any extensions, Lessee shall be deemed to be a trespasser or a tenant at will, at the option of Lessor, and any acceptance of rental by Lessor during such holding over period shall operate to create a tenancy from month to month only, terminable upon **thirty (30)** days written notice by either party and in such case, all provisions of this Lease not inconsistent with a tenancy from month to month shall remain in full force and effect.

24. Notices. Except as otherwise provided in this Lease, notices required or permitted under this Lease shall be in writing and shall be forwarded or delivered as follows:

- In case of the Lessor, to the address at which monthly rentals are then to be paid,
- In the case of Lessee, to the Leased Premises.

25. **Extension Option.** Lessee is hereby granted the option to extend this Lease for an additional term of two (2) years running from April 1, 2020 to March 31, 2022. All of the provisions of this Lease shall apply during such extension, except that the Rent payable during such extension shall be in the total amount of **One Thousand Two Hundred Dollars (\$1,200.00)** per month. Such option shall expire and be of no further force or effect, unless Lessee shall notify Lessor in writing of Lessee's intention to exercise such option on or before January 31, 2020.

26. **General Provisions.** In addition to the foregoing, this Lease shall be subject to the following general terms and conditions:

- **No waiver, by Lessor of any default, shall be implied and no express waiver shall be extended beyond the default or period specified in writing;**
- **No term or provision of this Lease shall be construed to have been waived by Lessor, unless Lessee shall have secured such waiver in writing;**
- **The invalidity of any provision of this Lease shall not be construed so as to prejudice the enforceability of any other provision hereof;**
- **This Lease and the Exhibit referred to herein and attached hereto constitute the full agreement between the parties and no amendment or modification shall be effective, unless made in writing and signed by all of the parties;**

- Nothing herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of joint venture between the parties. It is understood and agreed that no provision of this Lease, nor any act of the parties has created or shall create a relationship other than that of landlord and tenant;
- The terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the restrictions against assignment and subletting herein contained.

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

Cork & Barrel, L.L.C., Lessee

French Plaza, L.L.C., Lessor

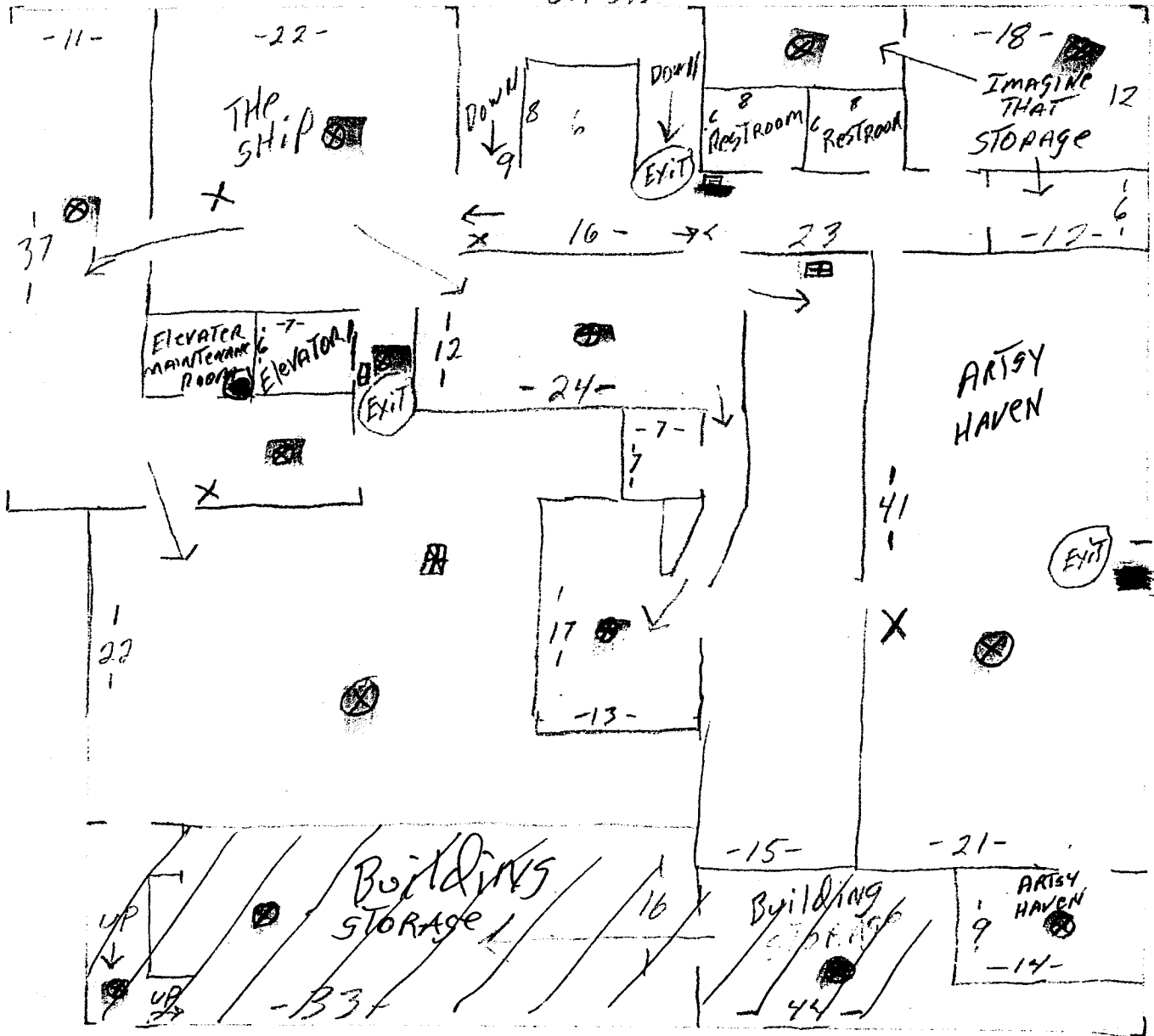
by Nicole Saaffel

by Beth A. Jones

PARK PLAZA

Basement

OUT side



OUT side

- ⊞ Fire ALARM sign
- Fire ALARM Pull
- Fire EXTINGUISHER
- ⊙ Fire smoke Detector
- X Emergency lighting BATTERY BACKUP

10 12

AMENDMENT TO CORK & BARREL LEASE

This amendment, made on this day of April 22nd, 2019, allowing for the patio seating to the Cork & Barrel lease. Leasee is responsible for fencing and upkeep of the outdoor patio seating. See diagram A for details and measurements .

LEASER Beth A. Gurd

DATE April 25, 2019

LEASEE Nicole Saalfeld

DATE April 22, 2019

The City of **Columbus**

MEMORANDUM

DATE: February 13, 2020
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Charlie Louis Fire Station Addition Design Phase Services Request for Qualifications

RECOMMENDATION:

Approval to proceed with and advertise a Request for Qualifications (RFQ) for the Charlie Louis Fire Station Addition design phase services.

DISCUSSION:

RFQ for design phase services of four dorm rooms, living space, site and building repair to facilitate two-station 24-hour career staffed response system. Improve response times, resiliency, effective response force, and improve Insurance Service Office (ISO) ratings for staff (currently 6.5 points out of a possible 15) and development plan (currently 6.39 points out of a possible 10). The Charlie Louis station is positioned best to service the southeast part of Columbus and the east industrial tract.

Engineering Department to provide the topographic survey services.

FISCAL IMPACT:

2019/2020 CIP 20-21 in the amount of \$50,000.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By:  _____

Approved By: _____ Tara Vasicek

The City of **Columbus**

MEMORANDUM

DATE: February 13, 2020
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Cemetery Maintenance Shop Design Phase Services Request for Qualifications

RECOMMENDATION:

Approval to proceed with and advertise a Request for Qualifications (RFQ) for the Cemetery Maintenance Shop design phase services.

DISCUSSION:

The cemetery maintenance shop was required to be removed for the construction of the 12th Avenue viaduct project. Therefore, currently the cemetery department is housed in various city buildings including sharing open space at the Quail Run Golf Course maintenance shop. The RFQ would be for design phase services for a single building to be located at the intersection of Old 12th Avenue and 12th Street in remnant viaduct property.

Engineering Department to provide topographic survey services.

FISCAL IMPACT:

2019/2020 CIP 20-38 in the amount of \$30,000.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By:  _____

SIGNATURE:

By:  _____

Approved By: _____ Tara Vasicek _____

RESOLUTION NO. R20- 12

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT NO. 1 WITH POLICE FACILITY DESIGN GROUP IN THE AMOUNT OF \$1,265 FOR ARCHITECTURAL SERVICES FOR THE COLUMBUS PUBLIC SAFETY FACILITIES, 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, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Amendment No. 1 with Police Facility Design Group in the amount of \$1,265 for architectural services for the Columbus Public Safety Facilities, a copy of which is hereto attached and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: February 13, 2020
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Amendment No. 1 to the Columbus Public Safety Facilities Professional Services Agreement

RECOMMENDATION:

I recommend approval and signing of Amendment No. 1 to the Columbus Public Safety Facilities Professional Services Agreement with Police Facility Design Group in the amount of \$1,265.00 for the Fire Station project.

DISCUSSION:

The connection of the fire station complex to the Nebraska Department of Transportation controlled US Hwy 81 frontage road resulted in the need for additional design phase services. The work was completed and no delays in the project were realized. The civil engineering work was done by Gilmore & Associates, Inc. who is a subconsultant to Police Facilities Design Group.

If you have any questions or require additional information, please feel free to contact me.

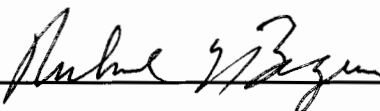
FISCAL IMPACT:

\$1,265 which is part of CIP 20-88 in the amount of \$4,500,000.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: 
Approved By: Tara Vasicek



AIA[®]

Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Columbus Public Safety Facilities
City of Columbus, Nebraska, on a
sites(s) to be determined.

AGREEMENT INFORMATION:
Date: October 16, 2017

AMENDMENT INFORMATION:
Amendment Number: 001
Date: February 3, 2020

OWNER: *(name and address)*
City of Columbus Nebraska
2424 14th street
P.O. Box 1677
Columbus Nebraska 68602

ARCHITECT: *(name and address)*
Police Facility Design Group
500 Grand Boulevard Suite 201A
Kansas City Missouri 64106

The Owner and Architect amend the Agreement as follows:
Additional serices for Civil Engineering design change to the parking lot/ sidewalk juncture.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Increase of \$1,265 (One-thousand, two-hundred, sixty-five dollars), for total contract compensation of \$1,198,715.

Schedule Adjustment:

None.

SIGNATURES:

Police Facility Design Group
ARCHITECT *(Firm name)*

SIGNATURE

James Estes, Principal
PRINTED NAME AND TITLE

February 3, 2020
DATE

City of Columbus Nebraska
OWNER *(Firm name)*

SIGNATURE

James Bulkley, Mayor
PRINTED NAME AND TITLE

February 3, 2020
DATE

RESOLUTION NO. R20- 13

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPOINTING THE DAY AND TIME WHEN THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SHALL SIT AS A BOARD OF EQUALIZATION TO EQUALIZE AND LEVY SPECIAL ASSESSMENTS.

WHEREAS, the construction of improvements in Street Improvement District No. 182, Water Extension District No. 62, and Sewer Extension District No. 44 have been completed in accordance with the plans and specifications heretofore approved, and the cost of the same has been ascertained to the extent necessary to assess the several properties specially benefited from such improvements; and

WHEREAS, Richard J. Bogus, City Engineer and Project Engineer, in charge of the various projects has filed with the City Clerk the necessary certificates describing the properties in said districts specially benefited, together with the proposed assessments.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council meet as a Board of Equalization for the purpose of equalizing and levying the special assessments necessary to defray the cost of said improvements in said district in the City of Columbus, Nebraska, on April 6, 2020, from 5:30 p.m. to 6:45 p.m. in the Council Chambers at 1369 25 Avenue, Columbus, Nebraska; that notice of such meeting be published in the Columbus Telegram at least ten (10) days prior to said meeting and that a copy of said Notice be mailed by United States mail to all persons interested in said District as provided by law; and that the certificates of the Project Engineer setting out the proposed schedule of assessments be placed on file with the City Clerk for public inspection.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: February 13, 2020
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Certificate of Costs, Apportionment of Costs, and Preliminary Assessment Schedule for SID#182, WED#62 and SED#44

RECOMMENDATION:

I recommend approval of the Resolution, certificate of costs, and apportionment of costs and set a Board of Equalization meeting for Monday, April 6, 2020, from 5:30 to 6:45 p.m. at the City Council Chambers.

DISCUSSION:

Assessments to benefiting properties for SID#182 (33rd Avenue from 39th Street to Lost Creek Parkway), WED#62 (East 12th Avenue from US Hwy 30 frontage road south 530 feet) and SED#44 (East 12th Avenue from US Hwy 30 frontage road south 530 feet) in accordance with State Statutes and City Assessment Policy. A preliminary assessment schedule is included for your information.

FISCAL IMPACT:

Assessments to benefiting properties.

ALTERNATIVE:

None

SIGNATURE:

By: 

Approved By: Tara Vasicek



City of Columbus

Engineering Department

Phone: 402-562-4309 Fax: 402-562-4265

www.columbusne.us

February 13, 2020

RE: CERTIFICATE OF COSTS APPORTIONMENT OF COSTS AND PRELIMINARY ASSESSMENT SCHEDULE
FOR SID #182, WED #62, AND SED #44

SID #182 (33RD Avenue)

Construction Contract	\$826,940.05
Engineering – 8% (City Engineering Department)	\$ 66,155.20
Legal – 2.5%	\$ 20,673.50
Printing and Publications	\$ 250.00
Interest 4%	\$ 33,077.60
TOTAL	\$947,096.35
Assessable Costs to Property Owners	\$189,397.81
General Obligation Cost	\$757,698.54

WED #62 (E 12th Avenue)

Construction Contract	\$ 25,455.00
Engineering (Actual Cost of Consultant)	\$ 2,545.50
Legal – 2.5%	\$ 636.37
Printing and Publications	\$ 250.00
Interest 4%	\$ 1,018.20
TOTAL	\$ 29,905.07
Assessable Costs to Property Owners	\$ 29,902.60
General Obligation Cost	\$ 2.47

SED #44 (East 12th Avenue)

Construction Contract	\$ 24,350.00
Engineering (Actual Costs)	\$ 2,435.00
Legal – 2.5%	\$ 608.75
Printing and Publications	\$ 250.00
Interest 4%	\$ 974.00
TOTAL	\$ 28,617.75
Assessable Costs to Property Owners	\$ 28,609.40
General Obligation Cost	\$ 8.35

Xc: City Attorney
City Finance Depart.



STREET IMPROVEMENT DISTRICT #182
33RD AVENUE FROM 39TH STREET TO LOST CREEK PARKWAY

COLUMBUS, NEBRASKA
Preliminary Assessment Schedule

Cost Breakdown

	<u>Total Costs</u>		<u>Total Costs</u>
Construction Cost	\$826,940.05	Charge to Property Owners	\$189,397.80
Engineering and Observation	66,155.20	Charge to General Obligation	<u>\$757,698.55</u>
Interest, Legal, Publishing, & Miscellaneous	<u>54,001.10</u>		
Total	<u><u>\$947,096.35</u></u>	Total	<u><u>\$947,096.35</u></u>

Total assessable front footage - 3,877.13 feet

Basis of Assessment: $\$947,096.35 \times 0.2 = \$189,419.27$ (Maximum)

$\$189,419.27 / 3,877.13 = \$48.85/\text{foot}$

Description	Property Owner	Equivalent Front Footage	Rate	Total Assessment
Lot 6 Blk B Maple Park 1st Add.	Frederick W & Deborah J Krumland	66.00	48.85	\$ 3,224.10
Lot 7 Blk B Maple Park 1st Add.	Kenneth W & Mary Ann Koopman	76.00	48.85	\$ 3,712.60
Lot 8 Blk B Maple Park 1st Add.	Michael J Hartwig	76.00	48.85	\$ 3,712.60
Lot 9 Blk B Maple Park 1st Add.	Dennis C & Judy C Cetak	76.00	48.85	\$ 3,712.60
Lot 10 Blk B Maple Park 1st Add.	Edward J Mathine (ETAL)	76.00	48.85	\$ 3,712.60
Lot 1 Blk A Maple Park 1st Add.	Lonnie D & Connie M Menke	85.47	48.85	\$ 4,175.21
Pt Lot 2 Blk A Maple Park 1st Add.	Danyell N Runyan	34.68	48.85	\$ 1,694.12
Pt SW1/4 SW1/4 7-17-1E	PS Oasis LLC % Jason B Schmidt	375.00	48.85	\$ 18,318.75
Lot 1 Blk B OFF Properties Addition a Major SD of Lot 1 Hellbusch Family SD	OFF Properties LLC	147.42	48.85	\$ 7,201.47

Lot 1 Blk A OFF Properties Addition a Major SD of Lot 1 Hellbusch Family SD	OFF Campus Properties LLC	210.00	48.85	\$	10,258.50
7-17-1 E Pt NW SW	James A & Connie E Hellbusch	657.65	48.85	\$	32,126.20
Lot 1 Block A Discoverer Fourth SD	Platte County School District No 71-0001-00	1649.81	48.85	\$	80,593.22
Lot 1 Block B Discoverer Fourth SD	Platte County School District No 71-0001-00	347.10	48.85	\$	16,955.84

SEWER EXTENSION DISTRICT #44
 EAST 12TH AVENUE FROM US HWY 30 FRONTAGE ROAD SOUTH 550'
 COLUMBUS, NEBRASKA
Preliminary Assessment Schedule
Cost Breakdown

	<u>Total Costs</u>		<u>Total Costs</u>
Construction Cost	\$24,350.00	Charge to Property Owners	\$28,609.40
Engineering and Observation	2,435.00	Charge to General Obligation	<u>\$8.35</u>
Interest, Legal, Publishing, & Miscellaneous	<u>1,832.75</u>		
Total	<u><u>\$28,617.75</u></u>	Total	<u><u>\$28,617.75</u></u>

Total assessable front footage - 1,060 feet

Project multiplier = $(\$2,435 + \$1,832.75) / 24,350.00 = 0.1752$

Basis of Assessment: $(\$24,350.00 / 1,060 \text{ feet}) \times 1.1752 = \$26.99/\text{foot}$

Description	Property Owner	Equivalent Front Footage	Rate	Total Assessment
Lot 2 EXC to State of NE Blk B Sand Subdivision	Bruce W & Connie J Schneider	530.00	26.99	\$ 14,304.70
Lot 2 Sand Bar Subdivision	Sand Bar Solutions LLC	223.00	26.99	\$ 6,018.77
Lot 3 Sand Bar Subdivision	Sand Bar Solutions LLC	307.00	26.99	\$ 8,285.93

WATER EXTENSION DISTRICT #62
 EAST 12TH AVENUE FROM US HWY 30 FRONTAGE ROAD SOUTH 550'
 COLUMBUS, NEBRASKA
Preliminary Assessment Schedule

Cost Breakdown

	<u>Total Costs</u>		<u>Total Costs</u>
Construction Cost	\$25,455.00	Charge to Property Owners	\$29,902.60
Engineering and Observation	2,545.50	Charge to General Obligation	<u>\$2.47</u>
Interest, Legal, Publishing, & Miscellaneous	<u>1,904.57</u>		
Total	<u><u>\$29,905.07</u></u>	Total	<u><u>\$29,905.07</u></u>

Total assessable front footage - 1,060 feet

Project multiplier = $(\$2,545.50 + \$1,904.57) / 25,455.00 = 0.1748$

Basis of Assessment: $(\$25,455.00 / 1,060 \text{ feet}) \times 1.1748 = \$28.21/\text{foot}$

Description	Property Owner	Equivalent Front Footage	Rate	Total Assessment
Lot 2 EXC to State of NE Blk B Sand Subdivision	Bruce W & Connie J Schneider	530.00	28.21	\$ 14,951.30
Lot 2 Sand Bar Subdivision	Sand Bar Solutions LLC	223.00	28.21	\$ 6,290.83
Lot 3 Sand Bar Subdivision	Sand Bar Solutions LLC	307.00	28.21	\$ 8,660.47

The City of **Columbus**

MEMORANDUM

DATE: February 13, 2020
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Certificate of Costs, Apportionment of Costs, and Preliminary Assessment Schedule for SID#182, WED#62 and SED#44

RECOMMENDATION:

I recommend approval of the Resolution, certificate of costs, and apportionment of costs and set a Board of Equalization meeting for Monday, April 6, 2020, from 5:30 to 6:45 p.m. at the City Council Chambers.

DISCUSSION:

Assessments to benefiting properties for SID#182 (33rd Avenue from 39th Street to Lost Creek Parkway), WED#62 (East 12th Avenue from US Hwy 30 frontage road south 530 feet) and SED#44 (East 12th Avenue from US Hwy 30 frontage road south 530 feet) in accordance with State Statutes and City Assessment Policy. A preliminary assessment schedule is included for your information.

FISCAL IMPACT:

Assessments to benefiting properties.

ALTERNATIVE:

None

SIGNATURE:

By: 

Approved By: Tara Vasicek



City of Columbus Engineering Department

Phone: 402-562-4309 Fax: 402-562-4265

www.columbusne.us

February 13, 2020

RE: CERTIFICATE OF COSTS APPORTIONMENT OF COSTS AND PRELIMINARY ASSESSMENT SCHEDULE
FOR SID #182, WED #62, AND SED #44

SID #182 (33RD Avenue)

Construction Contract	\$826,940.05
Engineering – 8% (City Engineering Department)	\$ 66,155.20
Legal – 2.5%	\$ 20,673.50
Printing and Publications	\$ 250.00
Interest 4%	\$ 33,077.60
TOTAL	\$947,096.35
Assessable Costs to Property Owners	\$189,397.81
General Obligation Cost	\$757,698.54

WED #62 (E 12th Avenue)

Construction Contract	\$ 25,455.00
Engineering (Actual Cost of Consultant)	\$ 2,545.50
Legal – 2.5%	\$ 636.37
Printing and Publications	\$ 250.00
Interest 4%	\$ 1,018.20
TOTAL	\$ 29,905.07
Assessable Costs to Property Owners	\$ 29,902.60
General Obligation Cost	\$ 2.47

SED #44 (East 12th Avenue)

Construction Contract	\$ 24,350.00
Engineering (Actual Costs)	\$ 2,435.00
Legal – 2.5%	\$ 608.75
Printing and Publications	\$ 250.00
Interest 4%	\$ 974.00
TOTAL	\$ 28,617.75
Assessable Costs to Property Owners	\$ 28,609.40
General Obligation Cost	\$ 8.35

Xc: City Attorney
City Finance Depart.



STREET IMPROVEMENT DISTRICT #182
 33RD AVENUE FROM 39TH STREET TO LOST CREEK PARKWAY
 COLUMBUS, NEBRASKA
Preliminary Assessment Schedule
Cost Breakdown

	<u>Total Costs</u>		<u>Total Costs</u>
Construction Cost	\$826,940.05	Charge to Property Owners	\$189,397.80
Engineering and Observation	66,155.20	Charge to General Obligation	<u>\$757,698.55</u>
Interest, Legal, Publishing, & Miscellaneous	<u>54,001.10</u>		
Total	<u><u>\$947,096.35</u></u>	Total	<u><u>\$947,096.35</u></u>

Total assessable front footage - 3,877.13 feet

Basis of Assessment: $\$947,096.35 \times 0.2 = \$189,419.27$ (Maximum)

$\$189,419.27 / 3,877.13 = \$48.85/\text{foot}$

Description	Property Owner	Equivalent Front Footage	Rate	Total Assessment
Lot 6 Blk B Maple Park 1st Add.	Frederick W & Deborah J Krumland	66.00	48.85	\$ 3,224.10
Lot 7 Blk B Maple Park 1st Add.	Kenneth W & Mary Ann Koopman	76.00	48.85	\$ 3,712.60
Lot 8 Blk B Maple Park 1st Add.	Michael J Hartwig	76.00	48.85	\$ 3,712.60
Lot 9 Blk B Maple Park 1st Add.	Dennis C & Judy C Cetak	76.00	48.85	\$ 3,712.60
Lot 10 Blk B Maple Park 1st Add.	Edward J Mathine (ETAL)	76.00	48.85	\$ 3,712.60
Lot 1 Blk A Maple Park 1st Add.	Lonnie D & Connie M Menke	85.47	48.85	\$ 4,175.21
Pt Lot 2 Blk A Maple Park 1st Add.	Danyell N Runyan	34.68	48.85	\$ 1,694.12
Pt SW1/4 SW1/4 7-17-1E	PS Oasis LLC % Jason B Schmidt	375.00	48.85	\$ 18,318.75
Lot 1 Blk B OFF Properties Addition a Major SD of Lot 1 Hellbusch Family SD	OFF Properties LLC	147.42	48.85	\$ 7,201.47

Lot 1 Blk A OFF Properties Addition a Major SD of Lot 1 Hellbusch Family SD	OFF Campus Properties LLC	210.00	48.85	\$	10,258.50
7-17-1 E Pt NW SW	James A & Connie E Hellbusch	657.65	48.85	\$	32,126.20
Lot 1 Block A Discoverer Fourth SD	Platte County School District No 71-0001-00	1649.81	48.85	\$	80,593.22
Lot 1 Block B Discoverer Fourth SD	Platte County School District No 71-0001-00	347.10	48.85	\$	16,955.84

SEWER EXTENSION DISTRICT #44
 EAST 12TH AVENUE FROM US HWY 30 FRONTAGE ROAD SOUTH 550'
 COLUMBUS, NEBRASKA
Preliminary Assessment Schedule
Cost Breakdown

	<u>Total Costs</u>		<u>Total Costs</u>
Construction Cost	\$24,350.00	Charge to Property Owners	\$28,609.40
Engineering and Observation	2,435.00	Charge to General Obligation	<u>\$8.35</u>
Interest, Legal, Publishing, & Miscellaneous	<u>1,832.75</u>		
Total	<u><u>\$28,617.75</u></u>	Total	<u><u>\$28,617.75</u></u>

Total assessable front footage - 1,060 feet

Project multiplier = $(\$2,435 + \$1,832.75) / 24,350.00 = 0.1752$

Basis of Assessment: $(\$24,350.00 / 1,060 \text{ feet}) \times 1.1752 = \$26.99/\text{foot}$

Description	Property Owner	Equivalent Front Footage	Rate	Total Assessment
Lot 2 EXC to State of NE Blk B Sand Subdivision	Bruce W & Connie J Schneider	530.00	26.99	\$ 14,304.70
Lot 2 Sand Bar Subdivision	Sand Bar Solutions LLC	223.00	26.99	\$ 6,018.77
Lot 3 Sand Bar Subdivision	Sand Bar Solutions LLC	307.00	26.99	\$ 8,285.93

WATER EXTENSION DISTRICT #62
 EAST 12TH AVENUE FROM US HWY 30 FRONTAGE ROAD SOUTH 550'
 COLUMBUS, NEBRASKA
Preliminary Assessment Schedule

Cost Breakdown

	<u>Total Costs</u>		<u>Total Costs</u>
Construction Cost	\$25,455.00	Charge to Property Owners	\$29,902.60
Engineering and Observation	2,545.50	Charge to General Obligation	<u>\$2.47</u>
Interest, Legal, Publishing, & Miscellaneous	<u>1,904.57</u>		
Total	<u><u>\$29,905.07</u></u>	Total	<u><u>\$29,905.07</u></u>

Total assessable front footage - 1,060 feet

Project multiplier = $(\$2,545.50 + \$1,904.57) / 25,455.00 = 0.1748$

Basis of Assessment: $(\$25,455.00 / 1,060 \text{ feet}) \times 1.1748 = \$28.21/\text{foot}$

Description	Property Owner	Equivalent Front Footage	Rate	Total Assessment
Lot 2 EXC to State of NE Blk B Sand Subdivision	Bruce W & Connie J Schneider	530.00	28.21	\$ 14,951.30
Lot 2 Sand Bar Subdivision	Sand Bar Solutions LLC	223.00	28.21	\$ 6,290.83
Lot 3 Sand Bar Subdivision	Sand Bar Solutions LLC	307.00	28.21	\$ 8,660.47

RESOLUTION NO. R20- 14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE “SETTLEMENT, MUTUAL RELEASE AND HOLD HARMLESS AGREEMENT” WITH DUSTIN D. BLECHA, RICHARD F. DRAKE, AND T-BONE TRUCK STOP, INC. REGARDING DAMAGE SUFFERED ON MAY 16, 2018, TO THE LIGHT POLE AT THE INTERSECTION OF 8TH STREET AND 33RD AVENUE; 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.

WHEREAS, on May 16, 2018, an automobile accident occurred at the intersection of 8th Street and 33rd Avenue; and

WHEREAS, as a result of that accident the light pole at said intersection was significantly damaged with costs to repair said damage totaling \$42,737.39; and

WHEREAS, on August 19, 2019, the City Attorney was authorized to file a lawsuit to recoup said damages incurred in repairing said light pole; and

WHEREAS, the lawsuit was commenced in the Platte County Court at case number CI 19-1021; and

WHEREAS, the other parties to this case have proposed a “Settlement, Mutual Release and Hold Harmless Agreement” which would entail the City receiving \$42,737.39 to resolve the matter and dismiss the case; and

WHEREAS, the agreement is being circulated between the parties for review and approval, and will need to be approved by the city in order to receive payment and bring the matter to a close.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the “Settlement, Mutual Release, and Hold Harmless Agreement” with Dustin D. Blecha, Richard F. Drake, and T-Bone Truck Stop, Inc. regarding the damage on May 16, 2018, suffered to the light pole at the intersection of 8th Street and 33rd Avenue, 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 sign the same on behalf of the City of Columbus; and the City Attorney is authorized, directed, and empowered to sign the “Joint Stipulation for Dismissal with Prejudice” upon the city receiving payment in full under the agreement.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: February 12, 2020
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator *TVA*
RE: Agreement for damages created by vehicle collision at 8th Street and 33rd Avenue on May 16, 2018.

RECOMMENDATION:

Approve the settlement, mutual release and hold harmless agreement.

DISCUSSION:

The motor vehicle collision resulted in \$42,737.39 dollars in repair cost to infrastructure, which the City is required to maintain.

The insurance providers for the involved parties have agreed to pay the full damages caused by the collision.

FISCAL IMPACT:

Reimburse for expenses already incurred to repair infrastructure.



SETTLEMENT, MUTUAL RELEASE AND HOLD HARMLESS AGREEMENT

This SETTLEMENT, MUTUAL RELEASE AND HOLD HARMLESS AGREEMENT (hereinafter "Agreement") is entered into this ____ day of February, 2020, by the City of Columbus, a municipal corporation, and Dustin D. Blecha, Richard F. Drake, and T-Bone Truck Stop, Inc., and their respective insurers.

Recitals

WHEREAS, on the 16th day of May, 2018, a motor vehicle collision occurred between a motor vehicle being operated by Dustin D. Blecha (hereinafter "Blecha") and a vehicle being operated by Richard F. Drake (hereinafter "Drake"). The vehicle being operated by Drake was owned by T-Bone Truck Stop, Inc. (hereinafter "T-Bone"). At the time of the collision, Drake was operating the vehicle within the scope of his employment with T-Bone. The collision occurred at or near the intersection of 8th Street and 33rd Avenue, in Columbus, Platte County, Nebraska.

WHEREAS, as a result of the collision, certain property owned by the City of Columbus was damaged and the vehicles involved in the collision were damaged.

WHEREAS, the vehicle being operated by Blecha was insured by Farmers Mutual Insurance Company of Nebraska (hereinafter "Farmers Mutual"). The vehicle owned by T-Bone was insured for liability coverage by Federated Mutual Insurance Company (hereinafter "Federated").

WHEREAS, the Farmers Mutual submitted its property damage subrogation claim against Federated to arbitration, which property damage subrogation claim was resolved in arbitration and shall not be effected by this Agreement.

WHEREAS, the City of Columbus filed a lawsuit against Blecha, Drake, and T-Bone in the County Court of Platte County, Nebraska, entitled *THE CITY OF COLUMBUS, a Municipal Corporation, Plaintiff, vs. DUSTIN D. BLECHA, RICHARD F. DRAKE, and T-BONE TRUCK STOP, INC., Defendants*, Case No. CI19-1021 (hereinafter "lawsuit"). Blecha filed a Cross Claim against Drake and T-Bone, and Drake and T-Bone filed a Cross Claim against Blecha in the lawsuit.

WHEREAS, the parties to the lawsuit and their respective insurers desire to compromise, settle and finally resolve the claims and controversies among them and in connection with the lawsuit.

Terms and Conditions of Agreement

NOW, THEREFORE, in consideration of the promises set forth in this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. **PAYMENT TO CITY OF COLUMBUS:** The total consideration paid to the City of Columbus shall be the sum of \$42,737.39, which shall be paid as follows:

1.1 Farmers Mutual, on behalf of Blecha, shall pay the sum of \$10,000.00;

1.2 Federated, on behalf of T-Bone and Drake, shall pay the sum of \$32,737.39.

2. **FULL RELEASE OF ALL CLAIMS:** The parties to this Agreement agree as follows:

2.1 Each party to this Agreement does hereby release, acquit, and forever release each other party and their respective insurers, and their respective officers, directors, shareholders, employees, agents, affiliates, subsidiaries, successors, assigns, heirs, insurers, and attorneys from all causes of actions, suits, claims or demands whatsoever, in law or in equity, which each party has, had, or may have against each other party arising out of the collision described herein, for either property damages or bodily injuries or other damage claims, including without limitation any and all claims which were or could have been brought in the lawsuit. It is understood and agreed that this is a full and complete settlement of the liability of all parties to this Agreement. This Release shall act as a full and complete release of the liability for all injuries and damages which each party has as a result of the collision, together with any future development of the known injuries arising out of the collision. All parties intend this Release to cover all possible unknown injuries arising out of the collision. No party reserves any right to make claim against any other party or their insurers. All parties acknowledge good and fair consideration for the release of each parties claims arising out of the collision.

3. **INDEMNIFICATION/HOLD HARMLESS:** The City of Columbus agrees to indemnify and hold harmless the other parties to this Agreement for any claim of any kind, including any claim of subrogation asserted by the insurer of the City of Columbus. The City of Columbus shall completely satisfy and discharge the subrogation claim of Travelers Property Casualty Company of America from the settlement proceeds received as identified in paragraph 1, of this Agreement. The City of Columbus shall also satisfy all claims of other third parties from the settlement proceeds and will agree to indemnify and hold harmless the other parties to this Agreement.

4. **NO ADMISSION OF LIABILITY:** The parties agree and acknowledge that this Agreement is in compromise of a disputed claim, and that neither the payments herein nor the negotiations for this Agreement by the parties or their attorneys shall be considered an admission and that no past or present wrongdoing on the part of any party shall be implied.

5. **DISMISSAL WITH PREJUDICE:** In consideration for the payments made herein, the parties agree to dismiss their respective claims asserted against one another, with prejudice, in the lawsuit referenced herein. Each party shall pay their own cost and a complete record is waived.

6. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties, their insurers, and to their legal representatives, successors and assigns.

7. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement between the parties as it respects the subject matter. All prior discussion, agreements and understandings are merged into this Agreement. This Agreement may only be modified by a written document signed by each party.

8. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in multiple counterparts each of which shall constitute an original Agreement and all which shall constitute the entire Agreement.

9. **OWNERSHIP OF CLAIMS:** Each party represents that each party owns their respective claims and no claims have been assigned, transferred or pledge to any other person or entity.

10. **RELIANCE ON OWN JUDGMENT:** The parties acknowledge and represent that they are each relying on their own judgment, belief and knowledge, as well as the advice of their respective attorneys in entering this Agreement.

11. **AUTHORIZED SIGNATURE:** Each party represents that each party is competent and has full authority to enter into this Agreement.

The remainder of this page is intentionally left blank

Signature page of The City of Columbus

James Bulkley, Mayor and duly authorized
agent for The City of Columbus

Dated

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this ____ day of February, 2020, before me, a notary public, duly commissioned and qualified for and residing in said county, or a general notary public, as hereinafter suggested, personally appeared, James Bulkley, Mayor and duly authorized agent for the City of Columbus, to me personally known to be the identical person who executed the foregoing release and he/she acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public

Signature page of Dustin D. Blecha

Dustin D. Blecha

Dated

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this ____ day of February, 2020, before me, a notary public, duly commissioned and qualified for and residing in said county, or a general notary public, as hereinafter suggested, personally appeared, Dustin D. Blecha, to me personally known to be the identical person who executed the foregoing release and he acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public

Signature page of T-Bone Truck Stop, Inc.

Lance Lehr, President and a duly authorized
agent for T-Bone Truck Stop, Inc.

Dated

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this ____ day of February, 2020, before me, a notary public, duly commissioned and qualified for and residing in said county, or a general notary public, as hereinafter suggested, personally appeared, Lance Lehr, President and a duly authorized agent for T-Bone Truck Stop, Inc., to me personally known to be the identical person who executed the foregoing release and he/she acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public

and

RICHARD F. DRAKE and T-BONE TRUCK
STOP, Defendants.

BY _____
One of Their Attorneys #25869
MCGRATH, NORTH, MULLIN & KRATZ, PC
First National Tower, Suite 3700
1601 Dodge Street
Omaha, NE 68102
(402) 341-3070
msattler@mcgrathnorth.com

IN THE COUNTY COURT OF PLATTE COUNTY, NEBRASKA

THE CITY OF COLUMBUS, a)
Municipal Corporation,)
)
Plaintiff,)
)
vs.)
)
DUSTIN D. BLECHA, RICHARD F.)
DRAKE, and T-BONE TRUCK)
STOP, INC.,)
)
Defendants.)

Case No. CI19-1021

ORDER OF DISMISSAL

Now on this ___ day of _____, 2020, the above captioned cause comes on for hearing before the Court on the Joint Stipulation for Dismissal with Prejudice.

The Court being duly advised in the premise finds that the Joint Stipulation for Dismissal with Prejudice should be approved and the plaintiff's Complaint, defendant Blecha's Cross Claim and defendants' T-Bone Truck Stop and Richard Drake's Cross Claim shall be dismissed with prejudice to the bringing of a new action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff's Complaint, defendant Blecha's Cross Claim and defendants' T-Bone Truck Stop and Richard Drake's Cross Claim should be dismissed with prejudice. Each party to pay their own costs.

BY THE COURT:

County Judge

cc: Neal J. Valorz
Attorney at Law
P.O. Box 1305
Columbus, NE 68602-1305

Maryl C. Sattler
Attorney at Law
First National Tower, Suite 3700
1601 Dodge Street
Omaha, NE 68102

CERTIFICATE OF SERVICE

I, the undersigned, certify that a copy of the foregoing was served on the aforesaid person(s) by e-filing, on the _____ day of February, 2020.

/s/ Todd B. Vetter
One of Defendant's Attorneys

RESOLUTION NO. R20- 15

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ADOPT THE BUILDING AND FAÇADE IMPROVEMENT GUIDELINES APPROVED BY NEIGHBORWORKS OF NORTHEAST NEBRASKA AND THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT NO. 19-DTR-101; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS HEREOF IN CONFLICT HEREWITH.

Whereas, the City of Columbus, Nebraska, received \$250,451 for Community Development Block Grant No. 19-DTR-101 for Downtown Revitalization of which \$175,841 will be used for commercial rehabilitation, \$20,649 will be used for general administration, and \$10,000 will be used for construction management of the grant. The total project cost is estimated to be \$250,451 with the City of Columbus participating businesses contributing \$43,961; and

Whereas, the City of Columbus, Nebraska, per CDBG requirements, is required to develop and maintain Building and Façade Improvement Guidelines to ensure activities are carried out in accordance with the goals and objectives identified by the City of Columbus and its stakeholders; and

Whereas, the City of Columbus, Nebraska's adoption of the Building and Façade Improvement Guidelines is necessary to obtain Release of Funds for CDBG Grant No. 19-DTR-101.

NOW, THEREFORE, BE IT RESOLVED BY MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Building and Façade Improvement Guidelines approved by NeighborWorks of Northeast Nebraska and the Nebraska Department of Economic Development for Community Development Block Grant No. 19-DTR-101, a copy of which is attached hereto and incorporated herein by this reference are hereby approved.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF COLUMBUS, NEBRASKA
DOWNTOWN REVITALIZATION ADVISORY COMMITTEE
BUILDING & FACADE IMPROVEMENT PROGRAM OVERVIEW AND GUIDELINES

Program Overview

Statement of Purpose:

To improve the blighted condition of downtown buildings by bringing them up to city code requirements and improving facades. This will enable the properties to be fully utilized while maintaining the safety of tenants and patrons and improving the quality of buildings in the downtown area by restoring, renovating, replacing or reconstructing buildings, sidewalks, facades and signage. With the ultimate goal of increasing utilization of downtown and enhancing the community pride of the area.

Funding Mechanism:

A combination of grant and matching private investment program administered by the City of Columbus and the Northeast Nebraska Economic Development District and funded Community Development Block Grant Downtown Revitalization funds.

Eligible Applicants:

- Available to property owners and tenants within the Downtown District including 11th, 12th, 13th and 14th Streets between 22nd Avenue and 30th Avenue

Grant Details:

- Maximum grant funding request is \$30,000
 - Requires a 50% match (i.e. \$1,000 is \$500 in match and \$500 in grant)
- Requests and design details must be approved by the City of Columbus', Downtown Business Improvement Board (DBIB) and receive final approval from the Columbus City Council

Eligible Improvements:

Eligible improvements include the following activities on the property including all levels of the building:

1. Renovation, replacement or addition of:
 - a. Awnings
 - b. Signage
 - c. Graphic /Mural*
 - d. Exterior Lighting
 - e. Windows and Doors
 - f. Painting**
 - g. Restoration of original architectural features
 - h. Rehabilitation of Facades (All floors and sides)
2. Building Improvements which will correct current code deficiencies.
3. Other improvements which are visible from the street and have a positive impact on the appearance of the building.
4. ADA projects to the sidewalks and commercial buildings.***
5. Professional, legal, design, and City permit fees may be included in the total cost.

* Graphic/mural projects need to show that conditions of blight and substandard would be alleviated.

**Painting is eligible only in combination with window replacement or facade restoration for bricks, stucco, and exterior surfaces for historic preservation that constrains deterioration of the exterior façade. Short of this standard, painting for the purpose to change colors (interior or exterior) is not considered restoration and is ineligible as it is considered maintenance. Other eligible painting that may be considered restoration:

Painting of permanent signage (fixed to a structure) for restoration and historic preservation.

*** ADA Projects to the sidewalks and commercial buildings need to meet the national objective and alleviate blighted conditions.

Restoration and improvements for public safety and related to the structural integrity and roof restoration may include painting as a last or near last step in the restoration process.

Without qualifying as restoration and/or combined with other activities that contribute to restoration/rehabilitation/preservation, painting is treated as maintenance. CDBG funds may not be used for maintenance.

All projects must be approved by the NENEDD to ensure the project is an eligible CDBG activity.

Ineligible Improvements:

1. Purchase of furnishings, equipment, or other personal property, which does not become a part of the real estate.
2. Improvements completed or expenses incurred prior to notification of approval and notice to begin construction from the City of Columbus.
3. Improvements related to new construction.
4. In-kind labor (sweat equity) is not eligible for reimbursement and will not be considered toward total project cost.

Program Guidelines

The purpose of this grant program is to restore, improve or create historic architectural features to downtown buildings, including facades and improve sidewalks anywhere within the City of Columbus' Downtown District as identified within the Columbus Downtown Plan.

- A. Where practical, building facades planned for upgrading shall be restored to their original period design. If it is deemed not practical then a similar architectural design may be used. All horizontal and vertical features (lintels and piers) shall be retained.
- B. If a building does not have a historic significant architectural design or feature, then another proposed design may be submitted for consideration to qualify for the program.
- C. All storefronts shall be designed, constructed and maintained to complement and accent the architectural features of the building. All accessories, signs and awnings shall likewise harmonize with the overall character of the building.
- D. All color schemes shall accent the building as well as harmonize with adjacent buildings. Historical murals will be considered on a case-by-case basis.
- E. Funds shall be allocated for a maximum up to 50% of cost of improvements not to exceed grant funding of \$30,000. Funds may be awarded as indicated below:
- F. No work for which funding is sought should begin until authorized by the City of Columbus.
- G. No program monies shall be used to perform general repair, structural, or habitable work or otherwise to meet code to occupy the building.
- H. To qualify for funds, an application with appropriate conceptual plans and other documents must be submitted to the City of Columbus, City Administrator, for approval.
- I. The work proposed by the applicant requires two bids, to the extent possible, from outside sources to verify that costs are within reasonable parameters.
- J. Contractors are required to comply with Davis-Bacon Wage Determinations and E-Verify requirements (see contractor packet from Northeast Nebraska Economic Development District for additional information).
- K. Attestation of U.S. Citizenship form is required, if applying as an individual or sole proprietor.
- L. Projects are subject to Tier II environmental review. Part of this environmental review will be the review and approval from the State Historical Preservation Office.
- M. Improved facades and signage must remain intact on building for a minimum period of five years from date of completion. Changes to improved facades and signage prior to five years may trigger repayment of grant.
- N. If the project scope and or the budget require amendment, the applicant must contact City of Columbus, City Administrator immediately.

Design Guidelines

For the benefit of the entire Columbus, Neb., community, the Building & Facade Program encourages the improvement of facades and buildings in the historic downtown district, so as to accentuate the historic elements of the district through restoration, renovation, replacement or reconstruction of buildings including facades, as defined:

Code Deficiencies will be considered building issues that do not meet or exceed City of Columbus building codes.

Facade shall mean the front (and side if located on a corner) exterior wall of a building exposed to public view from the building's exterior. This will typically include a visual impact with items such as awnings, windows and signage.

Restoration is the preferred treatment for building facade improvement. Restoration is most applicable to buildings where there has been very little change to the building facade over time. This results in the return of the facade to its original appearance through the use of authentic materials and the replication of missing or deteriorated components.

Renovation results in facade improvements which do not attempt to return the building to its original appearance. Improvements made should be sensitive to historic details and materials and should respect whatever original character remains.

Replacement of facades is appropriate when the majority of the original facade is missing or has been significantly altered so as to make restoration or renovation impractical. Facade designs should select materials, dimensions and architectural details that are similar or compatible to surrounding buildings. Example: facade height, window size and spacing, materials and colors.

Reconstruction takes place when the building and its features no longer exist. With reconstruction, facade designs are created through new construction to replicate, mimic, resemble or accentuate historic period details.

Structural Improvements will be considered to be the sides of the buildings not visible to the street. Along with the roof.

Upper Level Development will be considered projects in which code deficiencies are fixed to prepare upper story units with the intention of occupying, leasing or selling the units.

Therefore, this program encourages the following specific design guidelines for facades and signage in Columbus:

- Contemporary design alterations should not destroy significant historical, architectural or cultural building material.
- Distinguishing original qualities and character should be retained.
- Historic material and distinctive architectural features should be retained.
- Skilled craftsmanship that characterizes the building should be retained.
- Deteriorated architectural features should be repaired rather than replaced. If replacement is necessary, new materials should match as closely as possible in design, color, texture and other visual qualities.
- Building surface cleaning should be completed using the gentlest means possible. Exterior sandblasting or methods that will damage historic building materials should be avoided.
- Alterations to facades should be done in a manner that if the alterations were to be removed in the future, the integrity of the structure and subsurface would be unimpaired.
- Non-original building siding such as stucco, vinyl and aluminum should be removed whenever possible.
- Replacement glass should be similar in size, color and reflectivity to the original.
- Dark-tinted glass should not be used.
- Original historically significant facades should be restored with as little physical alteration as possible.
- The use of incompatible materials for reconstruction should be discouraged. Example: Aluminum or steel siding, faux brick, asphalt or cedar shingles, plastic, fiberglass and stucco.
- Storefronts should incorporate the three design elements of a traditional storefront to retain the integrity of the streetscape: bulkhead, storefront windows and transom windows.
- Signage should accentuate the period architecture and should comply with local signage code ordinances.
- Roof replacements and/or repairs should be done in a manner that is compatible with the rest of the building.

- Interior upgrades to address code deficiencies should accentuate the original architecture to the greatest extent possible. Applications that choose to pursue other interior remodeling options should explain why such an option is being pursued.

Application Process:

1. Application

Eligible applicants should complete an application and submit it to the City of Columbus, **along with all items found in the Supporting Data Checklist**. Attestation of U.S. Citizenship form is required if applying as an individual or sole proprietor. A DUN's number of the applying business is also required. Projects are subject to Tier II environmental review and approval from the State Historical Preservation Office.

The Downtown Business Improvement Board was created in 1999 by the Columbus City Council. The City Council created the board with authority permitted by Neb. Rev. Stat. 19-4015. The board consists of property owners, residents, and business operators or users of space within the downtown business area.

Downtown Business Improvement Board will review all applications submitted after the 1st application deadline. If more applications are received than current funding levels can accommodate, the Committee will prioritize them on the basis of the following criteria and the following order of importance. The Board reserves the right to adjust the current funding levels.

- a. Applications for projects where the total project cost exceeds \$30,000 in which the applicant provides the balance of the cost of the project will be ranked higher in priority.
- b. Visual Impact
- c. Building Restoration and Preservation.

Conflict of Interest of Downtown Business Improvement Board members. To avoid a potential conflict of interest, members of the DBIB who are also property owners and/or tenants within the designated program area are eligible to apply for the grant, but must abstain from voting on the award of such funds with respect to their own property.

2. Approval of Project

The Downtown Business Improvement Board (DBIB) will contact NENEDD for Tier II environmental review on approved applications. Please allow 60-90 days for approval & environmental clearance. A dated and signed "Letter of Approval and Notice to Proceed" or "Letter of Non-selection" will be sent to the applicant by the City of Columbus on behalf of the DBIB, including an estimate of the total grant reimbursement amount the applicant is eligible to receive.

3. Contractors

If the Applicant chooses to proceed, they shall secure the services of the appropriate contractors needed to complete the rehabilitation work. All contractors must be property registered, licensed, and bonded as required by law. The contractors selected must secure all required building and construction related permits from the City and will be expected to complete the rehabilitation project in accordance with the approved plans, all applicable codes and ordinances, and standard building practices. **Contractors are required to comply with Davis-Bacon Wage Determinations, System for Award Management (SAM) registration, and E-Verify requirements (contact Northeast Nebraska Economic Development District for additional information).**

NENEDD will meet with applicant and contractors to review and complete paperwork and legal documents during a preconstruction conference. NENEDD will then send a signed and dated **Notice to Proceed** to the City Administrator.

4. Begin Work

After the Agreement has been executed, a dated and signed "Letter of Approval and Notice to Proceed" will be sent to the applicant by the City of Columbus on behalf of the DBIB, including an estimate of the total grant reimbursement amount the applicant is eligible to receive. Assuming the City has issued all necessary permits, work may begin. Although there is a one year time limit, projects are expected to

not take longer than 120 days to contract for and commence. Prior to, or during construction, any on-the-job changes to design notes must be reviewed and approved by the DBIB.

Accurate recordkeeping is imperative. Applicant must maintain appropriate records for all costs incurred (e.g., agreements with contractors, invoices, billings, change orders, etc.) and payment of those costs to the vendor (e.g., cancelled checks, check images, bank statements, records of electronic transfer, etc.), including the Applicant's matching portion.

5. Completion of the Job

Applicant is to notify the City of Columbus upon completion of the project and shall submit all paid invoices relative to the project for certification. The work is to be approved for compliance with the original design drawing and design notes, including initialed changes, City building codes, zoning ordinances, and sign ordinances. Only that work for which the permit was issued will be inspected.

6. Payment of the Grant

After the rehabilitation work has been inspected and certified as to its completion and compliance, and a signed and dated Project Completion Certification form has been issued, the City of Columbus will issue a reimbursement check of 50% of project cost up to \$30,000 within 45 working days.

7. Re-payment of Grant to Fund

Grant forgiveness period is five (5) years. Improvements must remain intact for a minimum of five (5) years from the date of completion. Changes to improved buildings prior to five years may trigger repayment of the grant. The five year forgivable grant can be transferred by property owner at the time of a sale to the purchaser if approved by the City of Columbus. The grant will be prorated at 20% forgiven each year. Should a grant recipient be required to re-pay any portion of the grant, those monies would be remitted to Nebraska Department of Economic Development.

GRIEVANCE PROCEDURE

In the event that an applicant feels that he/she has been unfairly treated or discriminated against during the process of selection of projects to be funded, or during any other process of the Downtown Revitalization Façade Improvement Program, he/she may appeal the Downtown Business Improvement Board (DBIB) for their consideration. The written appeal must be received by the chairperson of the DBIB within 14 calendar days of the written notice of non-selection. The DBIB will then act to support or overturn the original decision within 14 calendar days of receipt of the written appeal. The applicant may appeal the decision of the DBIB to the Mayor of Columbus and the City Council within 14 days of the DBIB decision. The Mayor and the City Council have final authority in the decision and will act to support or overturn the action of the DBIB within 45 days of the receipt of the appeal by the City Clerk. Nebraska Department of Economic Development (NEDED) will be notified of any grievances that the grantee receives which are not resolved by the grantee's standard grievance procedures. In some cases it may be necessary to use a neutral third party as mediator between the business owner, the grantee, the grant administrator, and the contractor. The third party mediator cannot be the grant administrator or a member of the grantees decision making council. Economic Development Districts throughout the State of Nebraska would be utilized as the third party mediator. It will be agreed, that the decision of the mediator will be final and binding on parties involved in the dispute. All parties in a dispute have the right to contact the NEDED.

Facade Program Application Form

Applicant Name: _____

Applicant's Phone Number: _____

Applicant's email address: _____

Business Name: _____

Business Owner: _____

Property Owner: _____

Property Address: _____

Property Legal Description: _____

Type of facade improvement planned (see Design Guidelines):

- Restoration Renovation Replacement Reconstruction

Signage improvement planned:

- Removal New Alteration Repair

Structural alterations: _____

Cosmetic alterations: (moldings, etc.): _____

Painting: (approximate sq. ft. area): _____

Other work: Please specify (awnings, etc.): _____

Estimated start date _____ Project duration _____

Total cost of project: _____

Amount requested (up to 50% of project cost): \$ _____

I hereby submit the attached plans, specifications and color samples for the proposed project and understand that these must be approved by the City of Columbus. No work should begin until I have received written approval from the Columbus City Council. I further understand that there must be a signed contract with a contractor within six (6) months and the project must be completed within nine (9) months from date of project approval and that grant monies will not be paid until the project is commenced. If the City has not received correspondence in that time frame, the money will be reallocated. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion. I authorize photographs of before and after improvement conditions to be taken and used in to illustrate the progress of the project.

Signature of Property Owner

Signature of Business Owner (if applicable)

Printed Name & Title of Property Owner

Printed Name & Title of Business Owner (if applicable)

Date: _____

Date: _____

Supporting Data Checklist

Please submit this checklist as part of your final application

Facade and Structure improvements:

- Provide a rendering of changes, including paint and awning colors where applicable
- Submit two (2) detailed written estimates from contractor and subcontractors, including types of materials to be used
- Submit color photo of existing structure

Signs:

- Provide a color rendering of the design chosen
 - Include specifications as to the size and width of the sign
 - Note how and where the sign will be hung on the building
 - Submit two (2) written estimates from a sign company or qualified contractor
 - Submit written verification that design and size comply with city codes
- Note: Awning design must take into account the architectural style of the building*

Paint:

- Provide samples of the colors chosen
- Mark which color will be body color and which will be accent colors
- Note where each color will be used
- Submit two (2) written estimates from painter of your choice

Awnings:

- Provide information about color and style of awning chosen
 - Note where and how the awning will be secured to the building
 - Submit two (2) detailed written estimates from qualified contractor
 - Submit written verification that design and size comply with city codes
- Note: Awning design must take into account the architectural style of the building*

Windows:

- Provide details on windows being replaced
- Provide a copy of a recent energy audit (NPPD provides when requested)

Documents:

- Submit signed Hold Harmless Agreement (see attachment)
- If applying as an individual or sole proprietor, submit signed Attestation of U.S. Citizenship (see attached)
- Submit a copy of a building permit if required (exterior dimension changes, awnings or signs)
- If applying as a tenant, provide a written authorization from the property owner for the improvements

Release and Hold Harmless Agreement

Release executed on the _____ day of _____, _____, by (Property Owner)
_____ and (Tenant if Applicable)
_____, of (Street Address)
_____, City of
Columbus, County of Platte, State of Nebraska, referred to as Releasor(s).

In consideration of being granted monies for restoration, modifications, signage, or other physical changes to the property located at the above address, the Releasor(s), understands that they are solely responsible for providing their own contractors, and to assure that those contractors are fully insured and licensed and have obtained all necessary permits in accordance with City regulations. The Releasor(s) waives, releases, discharges, and covenants not to sue the City of Columbus (or entities under the City's umbrella), the Northeast Nebraska Economic Development District for loss or damage, and claims or damages therefore, on account of any work that has been performed in accordance with City or State guidelines.

Releasor(s) agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

Releasor(s) further states that it has carefully read the above release and knows the contents of the release and signs this release as its own free act.

Releasor's obligations and duties hereunder shall in not manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event.

This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

Signature of Property Owner

Signature of Business Owner (if applicable)

Printed Name and Title of Property Owner

Printed Name and Title of Business Owner (if applicable)

Date: _____

Date: _____

Scoring

Façade improvement projects submitted for consideration for assistance under this grant will be evaluated and scored in accord with the following schedule:

Activity	Points
Building use preservation (City staff will perform an annual site visit to assure continuation of use for project funding)	25
Historic restoration (Maximum points may be awarded if project plan includes preapproval from NE State Historic Preservation Office)	20
Additional business/property owner investment over match amount	15
Project readiness	20
Visual impact on downtown district	20
Total maximum points	100

NOTE: The points listed for each activity above may be awarded up to the limit assigned. An application must receive at least 50 points to be considered in this program.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01959	ARL CREDIT SERVICES INC				
02/18/2020	INVOICE	ACCTY150 013120	COLLECTION SERVICES	674.80	
02/18/2020	INVOICE	PCCIT02 FEB	JANUARY COLLECTION SERVICES	38.00	
02/18/2020	INVOICE	PBCPL01 FEB	PUBLIC BULLETIN SUBSCRIPTION RENEWAL	155.00	
Total:				867.80	
Net of 3 Invoices / 0 Checks				867.80	
1 3 invoices and 0 checks for 1 vendor:				867.80	