

City Council Regular Meeting  
Monday, June 3, 2024 6:00 PM  
Columbus Community Building/Community Room  
2500 14 Street  
Columbus, NE 68601

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

{{Name: Agenda Item Name}}

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

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**NEBRASKA OPEN MEETINGS ACT**

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**84-1407. Act, how cited.**

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

**Source:** Laws 2004, LB 821, § 34.

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

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

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

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

**Annotations**

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

**84-1409. Terms, defined.**

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

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

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

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

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

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

**Operative Date: July 21, 2022**

**Annotations**

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

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

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

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

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

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

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

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

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

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

**Annotations**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Cross References**

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

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

#### **Annotations**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Annotations**

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

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

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

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

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

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

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

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

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

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

**Effective Date: July 21, 2022**

**Annotations**

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

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

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

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

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

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

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

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

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

**Annotations**

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

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

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Source: [http://nebraskalegislature.gov/laws/display\\_html.php?begin\\_section=84-1407&end\\_section=84-1414](http://nebraskalegislature.gov/laws/display_html.php?begin_section=84-1407&end_section=84-1414)

Date: July 2022

**2. PRAYER**

**3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

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

4.A. Minutes of May 20, 2024, City Council meeting.

PROCEEDINGS OF CITY COUNCIL  
May 20, 2024

A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on May 20, 2024, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on May 1, 2024, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgment of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT 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 Cynthia Alarcòn, Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, Prent Roth, and Ron Schilling. Council Member Hope Freshour was absent and excused. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Shuraya Frauendorfer, City Engineer Rick Bogus, Police Chief Charles Sherer, Public Works Director Chuck Sliva, Building and Code Official Andy Woehrer, Project Engineer Braden Labenz, and Communications Manager Matt Lindberg.
2. **PRAYER:** Jablonski led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was played and the Pledge of Allegiance was recited.
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. The items on the consent agenda were approved as presented with a motion by Jablonski and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.
  - 4.A. **Minutes of May 6, 2024, City Council meeting.**
  - 4.B. **Bid from Barcel Landscape Products, Inc. in the amount of \$825 per hour for large wood waste grinding at transfer station.**
  - 4.C. **Resolution No. R24-54 approving Addendum No. 01 to Loup River Levee Operations and Maintenance Manual to meet Federal Emergency Management Agency floodplain map accreditation criteria.** Resolution No. R24-54 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ADDENDUM NO. 1 TO THE LOUP RIVER LEVEE OPERATIONS AND MAINTENANCE MANUAL TO MEET FEDERAL EMERGENCY MANAGEMENT AGENCY FLOODPLAIN

MAP ACCREDITATION CRITERIA, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

**4.D. Resolution No. R24-55 authorizing payment of various improvement projects.** Resolution No. R24-55 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 FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: GEHRING CONSTRUCTION & READY MIX CO., INC. STORM DRAINAGE & SIDEWALK IMPROVEMENTS 2023, \$247,559.30; GEHRING CONSTRUCTION AND READY MIX CO. INC., STORM DRAINAGE & SIDEWALK IMPROVEMENTS 2024, \$80,281.80.

**4.E. Finance department report.**

**4.F. Payroll and bills on file:** B=Bnd Pymnts; CP=Capt'l Proj; E=Expns; G=Grnts; I=Insrnc; L=Lic; M=Mbrshp; P=Pymt; R=Rfnd; RT=Rent; S=Srv & Supp; T=Trng; 5/24/24 payroll \$822,636.65; Aero 1,200.00 S; A to Z Msg 130.00 S; Ace Hrdwr 893.68 S; Adv Auto 1,233.96 S; Air Vacuum 5,078.00 S; All Star Glass 295.19 E; Altec Ind 3,842.08 S; Amer Timber & Steel 1,033.15 S; Aqua-Pure 8,909.57 S; Arnl'd Mtr 364.81 S; Baird Holm 4,495.50 S; Behlen Tow 1,050.00 S; Bierman Contr 13,000.00 CP; Blk Hills 2,333.01 S; Blackstone Publ 470.72 S; Bnd Tree Med 726.61 S; D Burrows 22.33 R; BVH Arch 28,000.00 CP; Capital Bus Sys 62.54 S; Casey's Mail Srv 6,300.88 S; CDW Govt 422.88 S; Center Pt Lrg Prnt 142.62; CCC 150.00 T; Central Valley Ag 997.45 S; Century Lnk 930.00 S; Chrome N Steel 147.00 S; Clay Hills 2,194.40 S; CNC Rpr 2,430.98 S; CCH 980.30 S; Col Cred Srv 1,049.59 S; Col Cstm Embrd 328.50 S; Col FRC 10,937.84 RT; Col Screen Prntg 260.00 S; Col Steel Supp 237.60; Col Tire & Srv 103.00 S; Commonwth Elec 392.21 S; Core & Main 10,291.75 S; CPPD 897.73 S; CSH 281.96 S; Culligan 676.00 S; Danko 81.00 S; D Dunbar 33,726.52 S; Eakes 3,948.49 S; Electr Eng 161.69 S; Fastenal 471.03 S; Fifth Season 186.75 S; 1st Nat'l 21,356.61 S; Frntr 2,933.04 S; Gale 818.37 S; Galls 4,316.95 S; Gehring Constr 335,067.65 CP; Gerhold Concrete 623.52 S; Godfather's 141.00 S; Golfnw 191.22 S; Grainger 61.97 S; Grt Plns Bldg 861.18 S; Grt Plns Comm 1,414.82 S; Gnsngs 350.00 S; Hadley-Braitwait 287.75 S; Hawkins 3,238.50 S; HDR 7,357.40 CP; Hrtlnd Nat Gas 1,751.70 S; Hrtlnd Offc 500.00 S; Hobby Lobby 47.52 S; Howerter MD 1,271.00 S; Hy-vee 79.90 S; Interst Battr'y 588.80 S; Islnd Supp 93.39 S; Jcksn Srv 2,138.80 S; JEO 7,037.50 CP; John Deere Fin 135.62 S; Kelly Supp 432.52 S; Lakeview Sm Eng 125.90; Lang Ln Srv 241.58 S; Lawson 94.38 S;

G Leffler 80.95 R; Lincln Winwtr Wrks 5,400.91 S; Locable 2,183.00 S; Loup Pwr 109,484.65 S; Macqueen Equip 5,061.73 S; Menards 797.04 S; Mettlr-Toledo 743.94 S; Mid-American Sign 1,290.00 S; Midwest Alrm 540.00 S; Midwst Coatgs 5,311.80 S; Midwst Labs 151.17 S; Midwst Ready Mx 239.10 S; Midwst Tape 2,276.90 S; Midwst Trf & Irr 296.92 S; Mike's Tw 1,125.00 S; Moms&Mops 280.00 S; Mueller Sprink 150.00 S; G Mundil 36.34 S; Muni Sup 980.14 S; NAPA 66.56 S; S Narans 3,800.00 S; NE Harvstr Sys 1,311.82 S; NE-IA Ind 221.48 S; Norf Dly News 155.00 S; NENAAA 12,026.00 G; NoSwett Fncg 3,829.00 S; Novicki Fire Prev Serv 480.00 S; Obrist 2,805.00 S; Occ Hlth Srv 1,673.00 S; Olson's Pest 558.00 S; One Call Cncpts 332.28 S; One Srce 1,590.50 S; O'Reilly 489.56 S; Otte Elec 4,708.41 S; Pace Analytcl 1,146.40 S; Panel Bldrs Plus 200.00 S; Ppr Tgr 183.35 S; Perf Prntg 89.00 S; Pete Lien 6,250.29 S; PC Attny 4,062.00 S; PC Reg of Deeds 252.00 S; PortaJohns 450.00 S; PwrTech 1,344.57 S; Pyramid Tarp 878.00 S; R&R Prod 435.60 S; Reardon Lwn 108.98 S; Rembolt Ludtke 2,060.00 S; Rensenhse 3,812.32 G; F Ritter 350.00 S; River Valley Tire 1,016.00 S; Riverside Port 105.00 S; Rosenbauer MN 125.26 S; RVW 4,791.44 CP; Sapp Bros 42,603.14 S; Schemmer Assoc 3,150.88 S; T Schreiber 36.00 S; SEI 5,704.50 CP; Serc 38.76 R; Sherwin-Wms 296.00 S; Shevlin Sup 722.20 S; Shirts Are Us 36.00 S; Sipple, Hansen, Emerson 10,362.95 S; Sirius Comp 73,534.90 CP; B Strecker 58.50 E; Sup Svr 77.06 S; Sysco 12,447.90 S; TBone Fuel 11,038.70 S; TBone Propane 65.78 S; Telecom Syst 1,970.67 S; Teleflex 642.40 S; The Golf Shop 2,813.69 S; The Lifegrnd 1,975.37 S; Tire Outlet 3,568.28 S; TK Elev 248.20 S; T Tobiason 9.58 E; Too Fast Sup 32.38 S; Tooley Drg 35.09 S; TSC 508.70 S; Terfwrks 126,391.80 CP; TYs Outdr Pwr 35.82 S; UPRR 2,989.40 S; USA Blue Bk 205.00 S; C Van Dyke 146.50 S; Vrzn 91.70 S; Vrzn Wrks 4,613.67 S; D Waite 2,500.00 S; Waste Conn 561.50 S; Wtr Env Fed 85.00 M; Wilke Lndscp 239.94 S; Yanda's Music & Audio 8,575.00 S; TOTAL \$1,884,613.93.

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

6. **SPECIAL PRESENTATIONS:** None

7. **PUBLIC HEARINGS:**

7.A. **Public hearing - Application from Faricuba LLC dba Faricuba for Class IB liquor license at 1520 17 Street and Richard Salvador Barredo as manager.** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. A recommendation was made to the Nebraska Liquor Control Commission to approve the application of Faricuba for a Class IB liquor license and Richard Salvador Barredo as manager with a motion by Bahr and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

- 7.B. Public hearing - Application from Columbus Petroleum LLC dba NP Mart 26 for Class D liquor license at 771 33 Avenue and Anne Gordon as manager.** David Houghton, attorney on behalf of Columbus Petroleum LLC, noted that this would be the twenty-third location in Nebraska and all liquor licenses are in good standing. No public testimony was heard. The public hearing closed with a motion by Roth and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. A recommendation was made to the Nebraska Liquor Control Commission to approve the application of NP Mart 26 for a Class D liquor license and Anne Gordon as manager with a motion by Alarcòn and a second by Hiemer. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.
- 7.C. Public hearing - Application from Williams and Son House Movers, Inc. to move garage from 3670 26 Avenue to 2625 38 Street and request to exceed 18 feet height limitation as loaded height of building will be 20 feet. (Planning Commission recommends approval.)** Kevin Lewandowski, owner of Central Nebraska Storage and seller of the garage, was available to answer questions. No public testimony was heard. The public hearing closed with a motion by Hiemer and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. The application of Williams and Son House Movers, Inc. to move a garage from 3670 26 Avenue to 2625 38 Street was approved with a motion by Hiemer and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.
- 7.D. (Not a Public hearing) - Application from Bosselman Pump & Pantry, Inc., Craig M. Foreman, Benjamin A. Foreman, and J.L.O. Properties LLC for preliminary plat of West Oak 1st Subdivision (west side of 63rd Avenue north of Howard Boulevard). (Planning Commission recommends approval.)** The preliminary plat of West Oak 1st Subdivision was approved with a motion by Lopez and a second by Alarcòn. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.
- 7.E. Public hearing - Application from Bosselman Pump & Pantry, Inc., Craig M. Foreman, Benjamin A. Foreman, and J.L.O. Properties LLC for final plat and development agreement of West Oak 1st Subdivision (west side of 63rd Avenue north of Howard Boulevard). (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Jablonski and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.
- 7.E.1. Resolution No. R24-56 approving final plat and development agreement.** Resolution No. R24-56 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE

DEED OF DEDICATION AND APPROVING THE PLAT OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT: LOTS 3, 4, AND 5, WEST OAK ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, AND VACATED 63RD AVENUE RIGHT-OF-WAY IN WEST OAK ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 5, BLOCK A, WEST OAK ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 02°13'17" E, 145.57 FEET; THENCE N 65°12'23" W, 106.77 FEET; THENCE N 02°11'48" W, 53.01 FEET; THENCE N 62°55'15" E TO THE POINT OF BEGINNING, CONTAINING 9,446.45 SQUARE FEET, MORE OR LESS HEREINAFTER TO BE KNOWN AS WEST OAK 1ST SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, A SUBDIVISION OF LOTS 3, 4, AND 5 AND VACATED RIGHT-OF-WAY IN WEST OAK ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; AND APPROVING THE WEST OAK 1ST SUBDIVISION DEVELOPMENT AGREEMENT AND AUTHORIZING THE MAYOR TO SIGN THE SAME was adopted with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

- 7.F. Public hearing - Application from Convergence LLC for final plat and development agreement of Wishbones 1st Subdivision (east side of 63rd Avenue north of Howard Boulevard). (Planning Commission recommends approval.) (This public hearing will be continued to the June 3, 2024, meeting.)** The public hearing was continued to June 3, 2024, at 6 p.m. with a motion by Schilling and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.
- 7.G. Public hearing - Application from Columbus Realty Holdings LLC for final plat and development agreement of Super Saver Subdivision (northwest corner of 23rd Street and 33rd Avenue). (Planning Commission recommends approval.)** Mark Griffin, Chief Operating Officer of B&R Stores, noted that the new store would be open by early next year, with demolition of the old building beginning shortly after. Roth explained that although he supports the new store, he would be voting no due to construction starting prior to city council approval. The public hearing closed with a motion by Hiemer and a second by Alarcòn. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.
- 7.G.1. Resolution No. R24-57 approving final plat and development agreement.** Resolution No. R24-57 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A TRACT OF LAND CONSISTING OF PART OF LOT 3, D & L ADDITION, SOUTH HALF OF LOT 4, ALL OF LOT 5, TIFFANY'S SUBDIVISION, AND ALL OF LOT 14, WAGNER ADDITION CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST

CORNER OF LOT 5, TIFFANY'S ADDITION; THENCE ON AN ASSUMED BEARING OF N88°17'55"E, ALONG THE NORTH LINE OF LOT 5, TIFFANY'S ADDITION ALSO BEING THE SOUTH RIGHT OF WAY LINE OF 25TH STREET, A DISTANCE OF 140.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 5, TIFFANY'S ADDITION; THENCE S01°54'29"E , ALONG THE EAST LINE OF SAID LOT 5, TIFFANY'S ADDITION, A DISTANCE OF 215.01 FEET; THENCE N88°05'31"E A DISTANCE OF 110.83 FEET TO THE EAST LINE OF LOT 4, TIFFANY'S ADDITION ALSO BEING THE WEST RIGHT OF WAY LINE OF 33RD AVENUE; THENCE S00°11'39"E, ALONG THE WEST RIGHT OF WAY LINE OF 33RD AVENUE, A DISTANCE OF 69.90 FEET; THENCE S88°37'43"W A DISTANCE OF 5.01 FEET; THENCE S00°37'11"W A DISTANCE OF 6.01 FEET; THENCE N88°08'18"E A DISTANCE OF 5.03 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF 33RD AVENUE; THENCE S00°59'39"W, ALONG SAID WEST RIGHT OF WAY LINE OF 33RD AVENUE, A DISTANCE OF 134.82 FEET; THENCE S01°51'51"E, ALONG SAID WEST RIGHT OF WAY LINE OF 33RD AVENUE, A DISTANCE OF 97.57 FEET; THENCE N89°56'33"W A DISTANCE OF 3.99 FEET; THENCE S02°13'43"E A DISTANCE OF 6.02 FEET; THENCE N88°43'38"E A DISTANCE OF 3.92 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF 33RD AVENUE; THENCE S01°57'20"E, ALONG SAID WEST RIGHT OF WAY LINE OF 33RD AVENUE, A DISTANCE OF 49.96 FEET; THENCE S44°21'32"W, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF 33RD AVENUE A DISTANCE OF 63.57 FEET; THENCE S87°54'32"W, ALONG SAID NORTH RIGHT OF WAY LINE OF 33RD AVENUE A DISTANCE OF 118.09 FEET; THENCE S72°24'36"W A DISTANCE OF 43.68 FEET; THENCE S87°05'47"W, ALONG SAID NORTH RIGHT OF WAY LINE OF 33RD AVENUE A DISTANCE OF 147.70 FEET TO THE SOUTHEAST CORNER OF LOT 2, DOC LANNAN MINOR SUBDIVISION; THENCE N01°52'16"W, ALONG THE EAST LINE OF SAID LOT 2, DOC LANNAN MINOR SUBDIVISION, A DISTANCE OF 329.18 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, DOC LANNAN MINOR SUBDIVISION; THENCE S88°10'08"W, ALONG THE NORTH LINE OF SAID DOC LANNAN MINOR SUBDIVISION, A DISTANCE OF 260.74 FEET TO THE NORTHWEST CORNER OF LOT 1, DOC LANNAN MINOR SUBDIVISION ALSO BEING A POINT ON THE EAST LINE OF LOT 1, LEGACY SQUARE ADDITION; THENCE N01°46'30"W, ALONG SAID EAST LINE OF LOT 1, LEGACY SQUARE ADDITION, A DISTANCE OF 470.11 FEET TO THE SOUTHWEST CORNER OF VALLEY SUBDIVISION; THENCE N88°20'50"E, ALONG SAID SOUTH LINE OF VALLEY SUBDIVISION, A DISTANCE OF 371.74 FEET; THENCE S01°39'10"E A DISTANCE OF 40.00 FEET; THENCE S01°55'17"E A DISTANCE OF 119.84 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 340924.88 SQUARE FEET OR 7.827 ACRES MORE OR LESS. HEREAFTER TO BE KNOWN AS SUPER SAVER SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING THE PLAT THEREOF, AND APPROVING AND ACCEPTING THE SUPER SAVER SUBDIVISION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA,

A MUNICIPAL CORPORATION, AND COLUMBUS REALTY HOLDINGS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF THE SUBDIVIDER AND THE LOT OWNERS WITH RESPECT TO SAID SUBDIVISION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS ADDITION was adopted with a motion by Schilling and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, and Schilling voted "Aye" and Roth voted "Nay". Freshour was absent.

**7.H. Public hearing - Application from Keyes Real Estate LLC for final plat and development agreement of Harriman Acres Subdivision (east side of 48th Avenue north of Howard Boulevard). (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

**7.H.1. Resolution No. R24-58 approving final plat and development agreement.** Resolution No. R24-58 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: LOT 5 AND THE SOUTH 10 FT. OF LOT 4 IN BLOCK "E" OF WILKEN ACRES LOCATED IN PART OF THE SW1/4 SW1/4 OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M. PLATTE COUNTY, NEBRASKA. A TRACT OF LAND IN LOT 4, BLOCK "E" OF WILKEN ACRES ADDITION TO THE CITY OF COLUMBUS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 10 FT. NORTH OF THE SOUTHWEST CORNER OF SAID LOT 4 ON THE WEST LINE OF SAID LOT 4, THENCE RUNNING NORTH AT A DISTANCE OF 83.43 FT. TO A POINT ON THE WEST PROPERTY LINE OF SAID LOT 4, THENCE RUNNING EAST, PARALLEL TO THE SOUTH LINE OF SAID LOT 4 TO THE EAST LINE OF LOT 4, THENCE SOUTH ALONG THE EAST LINE OF LOT 4 TO A POINT 10 FT. NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4, THENCE WEST TO THE POINT OF BEGINNING. EXCEPT A TRACT OF LAND BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 6, BLOCK E, WILKEN ACRES ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE NORTHERLY, A DISTANCE OF 15.55 FT., ALONG THE EAST LINE OF 48TH AVENUE; THENCE SOUTHEASTERLY, AT A DEFLECTION ANGLE TO THE RIGHT OF 129°31'18", AND PARALLEL TO THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 184.40 FT., TO A POINT ON THE WEST LINE OF LOT 2, BLOCK E, OF SAID ADDITION; THENCE SOUTHERLY, AT A DEFLECTION ANGLE TO THE RIGHT OF 55°48'00", AND ON SAID WEST LINE, A DISTANCE OF 14.51 FT., TO A POINT ON THE NORTH LINE OF LOT 6, BLOCK E, OF SAID ADDITION; THENCE NORTHWESTERLY, AT A DEFLECTION ANGLE TO THE RIGHT OF 124°11'52", AND ON THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 182.65 FT., TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES,

MORE OR LESS, (SAID TRACT HAVING BEEN HERETOFORE DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 92, AT PAGE 366 OF THE DEED RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF PLATTE COUNTY, NEBRASKA, AS "A STRIP OF LAND 12 FT. IN WIDTH, THE SOUTH LINE OF SAID STRIP BEING 184 FT. IN LENGTH, SAID SOUTH LINE BEGINNING AT A POINT 933.5 FT. NORTH FROM THE SW CORNER OF SEC. 13-17-1W. AND 33 FT. EAST FROM THE WEST LINE OF SAID SEC. 13, AND RUNNING IN A SOUTHEASTERLY DIRECTION PARALLEL WITH STATE HIGHWAY #22...") HEREINAFTER TO BE KNOWN AS HARRIMAN ACRES SUBDIVISION, A MAJOR SUBDIVISION OF PART OF LOT 4 AND ALL OF LOT 5, BLOCK E, WILKEN ACRES, COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN KEYES REAL ESTATE, LLC, AND THE CITY OF COLUMBUS, SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF KEYES REAL ESTATE, LLC, CONCERNING SAID SUBDIVISION, INCLUDING PROVIDING FOR THE PUBLIC IMPROVEMENTS NECESSARY TO SERVE THE PROPERTY was adopted with a motion by Hiemer and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

**7.1. Public hearing - Application from Keyes Real Estate LLC to rezone property located at 2567 48 Avenue from "R-2" (Two-Family Residential District) to "R-3" (Multi-Family Residential District) and to amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)** The public hearing closed with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

**7.1.1. Ordinance No. 24-12 approving rezoning.** The rules were suspended and Ordinance No. 24-12 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE COLUMBUS LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS ZONING CHAPTER, PASSED AND ADOPTED AUGUST 21, 2023, AS THE ZONING CODE FOR THE CITY OF COLUMBUS, NEBRASKA BY ORDINANCE NO. 23-09, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOT 5 AND THE SOUTH 10 FEET OF LOT 4 IN BLOCK "E" OF WILKEN ACRES LOCATED IN PART OF THE SW1/4 SW1/4 OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; AND A TRACT OF LAND IN LOT 4, BLOCK "E" OF WILKEN ACRES ADDITION TO THE CITY OF COLUMBUS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 10 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 4 ON THE WEST LINE OF SAID LOT 4, THENCE RUNNING NORTH AT A DISTANCE OF 83.43 FEET TO A POINT ON THE WEST PROPERTY LINE OF SAID LOT 4, THENCE RUNNING EAST,

PARALLEL TO THE SOUTH LINE OF SAID LOT 4 TO THE EAST LINE OF LOT 4, THENCE SOUTH ALONG THE EAST LINE OF LOT 4 TO A POINT 10 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4, THENCE WEST TO THE POINT OF BEGINNING; EXCEPT A TRACT OF LAND BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 6, BLOCK E, WILKEN ACRES ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE NORTHERLY, A DISTANCE OF 15.55 FEET, ALONG THE EAST LINE OF 48TH AVENUE; THENCE SOUTHEASTERLY, AT A DEFLECTION ANGLE TO THE RIGHT OF 129°31'18", AND PARALLEL TO THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 184.40 FEET TO A POINT ON THE WEST LINE OF LOT 2, BLOCK E, OF SAID ADDITION; THENCE SOUTHERLY, AT A DEFLECTION ANGLE TO THE RIGHT OF 55°48'00", AND ON SAID WEST LINE, A DISTANCE OF 14.51 FEET, TO A POINT ON THE NORTH LINE OF LOT 6, BLOCK E, OF SAID ADDITION; THENCE NORTHWESTERLY, AT A DEFLECTION ANGLE TO THE RIGHT OF 124°11'52", AND ON THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 182.65 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES MORE OR LESS, (SAID TRACT HAVING BEEN HERETOFORE DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 92, AT PAGE 366 OF THE DEED RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF PLATTE COUNTY, NEBRASKA AS "A STRIP OF LAND 12 FEET IN WIDTH, THE SOUTH LINE OF SAID STRIP BEING 184 FEET IN LENGTH, SAID SOUTH LINE BEGINNING AT A POINT 933.5 FEET NORTH FROM THE SW CORNER OF SECTION 13-17-1W AND 33 FEET EAST FROM THE WEST LINE OF SAID SECTION 13, AND RUNNING IN A SOUTHEASTERLY DIRECTION PARALLEL WITH STATE HIGHWAY #22...") FROM THE PRESENT ZONING CLASSIFICATION OF "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT) TO "R-3" (MULTIPLE-FAMILY RESIDENTIAL DISTRICT); TO AMEND THE ZONING MAP AND THE FUTURE LAND USE MAP WHICH HAVE BEEN ADOPTED AND MADE A PART OF SAID CITY OF COLUMBUS, NEBRASKA, LAND DEVELOPMENT ORDINANCE TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Roth and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. Ordinance No. 24-12 was adopted with a motion by Roth and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

**7.J. (Not a Public hearing) - Application from City of Columbus, on behalf of Nels Johnson, for preliminary plat of Vitality Village Subdivision (north of**

**8th Street and 7th Avenue). (Planning Commission recommends approval.)** The preliminary plat of Vitality Village Subdivision was approved with a motion by Lopez and a second by Alarcòn. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

**7.K. Public hearing - Application from City of Columbus, on behalf of Nels Johnson, for final plat of Vitality Village Subdivision (north of 8th Street and 7th Avenue). (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Hiemer. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

**7.K.1. Resolution No. R24-59 approving final plat.** Resolution No. R24-59 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO LOTS 8-11, BLOCK A, AND LOTS 1-12, BLOCK B, AND LOTS 9-13, BLOCK C, AND LOTS 1 AND 2 BLOCK D, ALL IN VITALITY VILLAGE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, ALONG WITH THAT PART OF 9TH STREET AND PROGRESS DRIVE ABUTTING SAID LOTS, ALL OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER LOT 13, BLOCK C, VITALITY VILLAGE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA AND ASSUMING THE WEST LINE OF SAID LOT 13 TO HAVE A BEARING OF N 01°23'12" W; THENCE N 01°23'12" W, AND ON SAID WEST LINE 158.30 FEET, TO THE NORTHWEST CORNER SAID LOT 13; THENCE N 88°27'07" E, AND ON THE NORTH LINE SAID LOT 13, 0.24 FEET TO THE SOUTHWEST CORNER LOT 9, SAID BLOCK C; THENCE N 01°32'03" W, AND ON THE WEST LINE SAID LOT 9, 103.00 FEET TO THE NORTHWEST CORNER SAID LOT 9, SAID POINT ALSO BEING ON THE SOUTH LINE 9TH STREET; THENCE N 88°27'07" E, AND ON THE SOUTH LINE 9TH STREET, 180.31 FEET; THENCE N 01°32'03" W, 60.00 FEET TO A POINT ON THE NORTH LINE 9TH STREET; THENCE S 88°27'07" W, AND ON THE NORTH LINE 9TH STREET, 531.31 FEET; THENCE N 46°32'27" W, 14.14 FEET TO A POINT ON THE EAST LINE 9TH AVENUE; THENCE N 01°32'03" W, AND ON SAID EAST LINE 9TH AVENUE, 197.94 FEET; THENCE N 43°33'49" E, 14.12 FEET TO A POINT ON THE SOUTH LINE PROGRESS DRIVE; THENCE N 88°39'42" E, AND ON THE SOUTH LINE SAID PROGRESS DRIVE, 513.31 FEET; THENCE N 01°32'03" W, 60.00 FEET, TO A POINT ON THE NORTH LINE PROGRESS DRIVE; THENCE S 88°39'42" W, AND ON THE NORTH LINE SAID PROGRESS DRIVE, 583.30 FEET TO A POINT ON THE WEST LINE 9TH AVENUE; THENCE S 01°32'03" E, AND ON WEST LINE SAID 9TH AVENUE, 32.00 FEET TO THE NORTHEAST CORNER LOT 7, BLOCK A, SAID ADDITION; THENCE S 88°39'42" W, AND ON THE NORTH LINE SAID LOT 7, 110.00 FEET TO THE NORTHWEST CORNER SAID LOT 7, SAID POINT ALSO BEING ON THE WEST LINE SW1/4 SE1/4 SECTION 20, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE N

01°32'03" W, AND ON SAID WEST LINE, 125.00 FEET; THENCE N 88°39'42" E, 1080.22 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ABANDONED C.B.&Q. RAIL ROAD; THENCE S 61°14'47" E, AND ON SAID SOUTHWESTERLY LINE, 947.08 FEET TO THE NORTHWEST CORNER LOT 1, EIGHTH STREET FIRE STATION SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 01°29'33" E, AND ON THE WEST LINE SAID LOT 1, 212.17 FEET TO A POINT ON THE NORTH LINE 8TH STREET, SAID POINT BEING 40.00 FEET NORTH OF THE SOUTH LINE SE1/4 SE1/4 SAID SECTION 20; THENCE S 88°30'21" W, AND ON SAID NORTH LINE 572.87 FEET; THENCE S 88°29'35" W, AND ON SAID NORTH LINE 812.65 FEET TO THE POINT OF BEGINNING, CONTAINING 19.84 ACRES MORE OR LESS. HEREAFTER TO BE KNOWN AS VITALITY VILLAGE SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; AND APPROVING THE PLAT THEREOF was adopted with a motion by Lopez and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

**7.L. Public hearing - Application from City of Columbus, on behalf of Nels Johnson, to rezone property located north of 8th Street and 7th Avenue from "R-2" (Two-Family Residential District) to "B-2" (General Commercial District) and to amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Jablonski. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

**7.L.1. Ordinance No. 24-13 approving rezoning.** The rules were suspended and Ordinance No. 24-13 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE COLUMBUS LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, PASSED AND ADOPTED AUGUST 21, 2023, AS THE ZONING CODE FOR THE CITY OF COLUMBUS, NEBRASKA, BY ORDINANCE NO. 23-09, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: A TRACT OF LAND LOCATED IN LOTS 1 & 2, BLOCK "B", VITALITY VILLAGE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, & THE EAST 30.00 FEET OF LOTS 10 & 12, BLOCK "C", VITALITY VILLAGE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, FROM THE PRESENT ZONING CLASSIFICATION OF "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT) TO "B-2" (GENERAL COMMERCIAL DISTRICT); TO AMEND THE ZONING MAP AND FUTURE LAND USE MAP WHICH HAVE BEEN ADOPTED AND MADE A PART OF SAID COLUMBUS LAND DEVELOPMENT ORDINANCE TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE

PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Jablonski and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”. Freshour was absent. Ordinance No. 24-13 was adopted with a motion by Jablonski and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”. Freshour was absent.

8. **PETITIONS AND COMMUNICATIONS:** None

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

9.A. **Update on Nebraska Department of Transportation 23rd Street Reconstruction Project.** Bogus reported that paving revisions and utility conflicts have further delayed the project and Nebraska Department of Transportation is currently discussing the best plan to move forward. The intersection of 18th Avenue is expected to be completed by early July.

10. **REPORTS OF COUNCIL COMMITTEES:**

10.A. **PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - May 13, 2024.**

10.A.1. **Request from Bosselman Pump & Pantry, Inc., Craig M. Foreman, Benjamin A. Foreman, and J.L.O. Properties LLC to vacate a portion of 63rd Avenue public right-of-way associated with the roundabout, private frontage road ingress and egress easement, and two utility easements within West Oak Addition (west of 63rd Avenue north of Howard Boulevard).** The Public Property, Safety, and Works Committee recommended approval of the request to vacate right-of-way and easements. The report was adopted with a motion by Bahr and a second by Alarcòn. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”. Freshour was absent.

10.A.2. **Request from City of Columbus to vacate a portion of 9th Street and Progress Drive and various drainage and utility easements in Vitality Village Addition (north of 8th Street and 7th Avenue).** The Public Property, Safety, and Works Committee recommended approval of the request to vacate right-of-way and easements. The report was adopted with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”. Freshour was absent.

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

12. **REPORTS ON LEGISLATION:** None

13. **NEW BUSINESS:**

13.A. **Comments from mayor and city council members.** Bahr invited city officials and staff to Erna R. Badstieber Paws and Claws Adoption Center fundraiser

on June 5th and offered to make a donation for each city member that participates. Bulkley reminded the public that on Thursday night the city will host an open house in the Community Room to discuss ideas on Memorial Stadium upgrades and on Saturday, Morning Brew Community Chats will be held in Frankfort Square.

**14. RESOLUTIONS:**

**14.A. Resolution No. R24-60 awarding contract to Watts Electric Company in the amount of \$932,147.58 for Lost Creek Parkway Traffic Signals 2024.**

Bogus gave an update on the timeline of the project noting that work will begin in October and is expected to be completed by early spring. Resolution No. R24-60 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO WATTS ELECTRIC COMPANY IN THE AMOUNT OF \$932,147.58 FOR LOST CREEK PARKWAY TRAFFIC SIGNALS 2024 was adopted with a motion by Alarcòn and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

**14.B. Resolution No. R24-61 awarding contract to Gehring Construction & Ready Mix Co., Inc. in the amount of \$2,115,811 for paving and infrastructure of Vitality Village Subdivision and community building south parking lot.**

Resolution No. R24-61 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO GEHRING CONSTRUCTION & READY MIX CO., INC. IN THE AMOUNT OF \$2,115,811 FOR PAVING AND INFRASTRUCTURE OF VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT was adopted with a motion by Schilling and a second by Hiemer. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

**14.C. Resolution No. R24-62 adopting Park Maintenance Standard Operating Procedures. (Board of Parks Commissioners recommends approval.)**

Resolution No. R24-62 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING THE PARK MAINTENANCE STANDARD OPERATING PROCEDURES FOR THE CITY OF COLUMBUS, NEBRASKA, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE was adopted with a motion by Roth and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

**15. ORDINANCES ON FIRST READING:**

**15.A. Ordinance No. 24-14 vacating a portion of 63rd Avenue right-of-way, private frontage road ingress and egress easement, and two utility easements within West Oak Addition (west of 63rd Avenue north of Howard Boulevard).** The rules were suspended and Ordinance No. 24-14

entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO VACATE THAT PORTION OF THE EXISTING RIGHT-OF-WAY LEGALLY DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF LOT 5, BLOCK A, WEST OAK ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 02°13'17" E, 145.57 FEET; THENCE N 65°12'23" W, 106.77 FEET; THENCE N 02°11'48" W, 53.01 FEET; THENCE N 62°55'15" E TO THE POINT OF BEGINNING, CONTAINING 9,446.45 SQUARE FEET, MORE OR LESS; AS WELL AS A PORTION OF CERTAIN UTILITY AND INGRESS AND EGRESS EASEMENTS LEGALLY DESCRIBED AS: THE 10.00 FOOT UTILITY EASEMENT ALONG THE NORTH LINE OF LOT 5, BLOCK A, WEST OAK ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, BEING 5.00 FEET ON EACH SIDE OF SAID NORTH LINE AND THAT PORTION OF THE PERMANENT EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING SOUTH OF THE NORTH LINE OF LOT 3, BLOCK A, WEST OAK ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3, BLOCK A, WEST OAK ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 00°17'50" W ON THE NORTH LINE OF SAID LOT 3, 10.00 FEET TO THE POINT OF BEGINNING; THENCE 00°17'50" W ON SAID NORTH LINE, 24.00 FEET; S 00°30'27" E, 86.53 FEET; THENCE S 08°24'44" W, 51.60 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A 100.00 FOOT RADIUS CURVE TO THE RIGHT, 129.96 FEET OF WHICH SAID CURVE HAS A CHORD BEARING OF S 36°43'25" W, 121.01 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ON AN 82.00 FOOT RADIUS CURVE TO THE LEFT, 233.52 FEET OF WHICH SAID CURVE HAS A CHORD BEARING OF S 07°37'44" E, 162.23 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 63RD AVENUE; THENCE N 00°30'27" W ON SAID WEST RIGHT-OF-WAY LINE, 32.01 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ON A 50.000 FOOT RADIUS CURVE TO THE RIGHT, 141.67 FEET OF WHICH SAID CURVE HAS A CHORD BEARING OF N 07°12'53" W, 98.81 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ON A 132.00 FOOT RADIUS CURVE TO THE LEFT, 171.55 FEET OF WHICH SAID CURVE HAS A CHORD BEARING OF N 36°43'25" E, 159.73 FEET; THENCE N 00°30'27" W AND PARALLEL TO THE EAST LINE OF SAID LOT 3, 137.19 FEET TO THE POINT OF BEGINNING, ALL AS PREVIOUSLY DEDICATED PURSUANT TO A DEED OF DEDICATION DATED NOVEMBER 21, 2022 AND RECORDED NOVEMBER 29, 2022 AT BOOK DEED 253 PAGE 319 OF THE PLATTE COUNTY REGISTER OF DEEDS; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number

only with a motion by Bahr and a second by Jablonski. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. Ordinance No. 24-14 was adopted with a motion by Bahr and a second by Jablonski. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

- 15.B. Ordinance No. 24-15 vacating a portion of 9th Street and Progress Drive and various drainage and utility easements in Vitality Village Addition (north of 8th Street and 7th Avenue).** The rules were suspended and Ordinance No. 24-15 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO VACATE THE FOLLOWING PREVIOUSLY DEDICATED STREET AND EASEMENTS, TO-WIT: THE (PUBLIC STREET) RIGHT-OF-WAY DESCRIBED AS FOLLOWS: PROGRESS DRIVE, RUNNING NORTH-SOUTH & THE EAST 65 FEET OF 9TH STREET & THE EAST 65 FEET OF PROGRESS DRIVE RUNNING EAST-WEST, ALL LOCATED IN VITALITY VILLAGE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 9, BLOCK A, VITALITY VILLAGE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N 88°39'42" E, 18.31 FEET; THENCE S 01°32'03" E, 587.07 FEET; THENCE S 46°31'15" E, 14.15 FEET TO A POINT ON THE NORTH LINE OF 8TH STREET; THENCE S 88°29'35" W, AND ON SAID NORTH LINE, 80.00 FEET; THENCE N 43°28'44" E, 14.14 FEET; THENCE N 01°32'03" W, 241.48 FEET; THENCE N 46°32'27" W, 14.14 FEET; THENCE S 88°27'07" W, 55.00 FEET; THENCE N 01°32'03" W, 60.00 FEET; THENCE N 88°27'07" E, 55.00 FEET; THENCE N 01°32'03" W, 198.78 FEET; THENCE N 46°26'09" W, 14.17 FEET; THENCE S 88°39'42" W, 55.00 FEET; THENCE N 01°32'03" W, 60.00 FEET; THENCE N 88°39'42" E, 106.69 FEET TO THE POINT OF BEGINNING, CONTAINING 43,879 SQUARE FEET, MORE OR LESS, SEE EXHIBIT "A"; AND EASEMENT #1, DESCRIBED AS THE 20.00 FOOT UTILITY AND DRAINAGE EASEMENT ALONG THE WEST LINE OF LOT 9, BLOCK A, VITALITY VILLAGE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, BEING 10.00 FEET ON EACH SIDE OF SAID WEST LINE, SEE EXHIBIT "A"; AND EASEMENT #2, DESCRIBED AS THE 10.00 FOOT DRAINAGE EASEMENT ALONG THE EAST LINE OF LOT 9, ALONG WITH THE 10.00 FOOT UTILITY EASEMENT LOCATED IN THE EAST 106.69 FEET ALONG THE SOUTH LINE OF SAID LOT 9, BLOCK A, VITALITY VILLAGE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, SEE EXHIBIT "A"; AND EASEMENT #3, DESCRIBED AS THE 10.00 FOOT UTILITY EASEMENTS, 10.00 FOOT UTILITY AND DRAINAGE EASEMENTS, AND THE 15.00 FOOT DRAINAGE AND TRAIL EASEMENTS LOCATED IN LOT 10, BLOCK A, VITALITY VILLAGE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, SEE EXHIBIT "A"; AND

EASEMENT #4, DESCRIBED AS THE 10.00 FOOT UTILITY AND DRAINAGE EASEMENT ALONG THE WEST LINE OF LOT 1, BLOCK D, VITALITY VILLAGE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, SEE EXHIBIT "A"; AND EASEMENT #5, DESCRIBED AS THE 10.00 FOOT UTILITY EASEMENTS AND THE 10.00 FOOT UTILITY AND DRAINAGE EASEMENTS LOCATED IN LOT 11, BLOCK A, VITALITY VILLAGE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, SEE EXHIBIT "A"; AND EASEMENT #6, DESCRIBED AS THE 10.00 FOOT UTILITY EASEMENTS AND THE 10.00 FOOT UTILITY AND DRAINAGE EASEMENTS LOCATED IN LOT 11, BLOCK C, VITALITY VILLAGE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, SEE EXHIBIT "A"; AND EASEMENT #7, DESCRIBED AS THE 10.00 FOOT UTILITY AND DRAINAGE EASEMENTS LOCATED IN THE SOUTH 10.00 FEET OF LOTS 9 & 10, AND THE 10.00 FOOT UTILITY AND DRAINAGE EASEMENTS LOCATED IN THE NORTH 10 FEET OF LOTS 12 & 13, BLOCK C, VITALITY VILLAGE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, SEE EXHIBIT "A"; AND EASEMENT #8, DESCRIBED AS THE 10.00 FOOT UTILITY EASEMENTS AND THE 10.00 FOOT UTILITY AND DRAINAGE EASEMENTS LOCATED IN THE EAST 65.00 FEET OF LOTS 3 & 4, BLOCK B, VITALITY VILLAGE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, SEE EXHIBIT "A"; ALL AS PREVIOUSLY DEDICATED PURSUANT TO A DEED OF DEDICATION DATED MAY 4, 2024 AND RECORDED MAY 8, 2024 AT DEEDS, BOOK 257 PAGE 51 OF THE PLATTE COUNTY REGISTER OF DEEDS; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Hiemer and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent. Ordinance No. 24-15 was adopted with a motion by Hiemer and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

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

**17. ORDINANCES ON THIRD READING:**

**17.A. Ordinance No. 24-10 approving Text Amendments to Columbus Land Development Ordinance.** On its third reading, Ordinance No. 24-10 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO REVISE AND AMEND THE COLUMBUS LAND DEVELOPMENT ORDINANCE, ZONING AND SUBDIVISION CHAPTERS ADOPTED BY ORDINANCE NO. 23-09 ON AUGUST 21, 2023, AS FOLLOWS: SAID REVISIONS AND AMENDMENTS INCLUDE CHANGES WHICH

ENCOMPASS VARIOUS CORRECTIONS AND DISCREPANCIES AS WELL AS REVISIONS TO THE ADMINISTRATION OF BOTH CHAPTERS, INCLUDING REVISIONS TO ZONING DEFINITIONS, CHANGES TO APPLICATIONS AND PROCEDURES FOR MINOR AND MAJOR SUBDIVISIONS, INCLUDING PRELIMINARY PLATS AND FINAL PLATS AS WELL AS APPLICATION REQUIREMENTS; NEW AND REVISED "FIGURES" INCLUDING FIGURE 2-15 IN CHAPTER 1, ARTICLE 2, AND "TABLES" APPEARING IN THE CLDO, ZONING CODE TABLES 4-2, 4-4, 8-1, 9-1, 10-3, 10-5 AND SUBDIVISION CODE TABLES 3-1, 3-2, AND 4-1; CHANGES TO "USE TYPES" INCLUDING COMMERCIAL USE TYPES AND CONSTRUCTION SALES AND SERVICE; "SITE DEVELOPMENT REGULATIONS"; "OVERLAY DISTRICTS", STANDARDS FOR FLOODPLAIN DEVELOPMENT; "SUPPLEMENTAL USE REGULATIONS", INCLUDING RESIDENTIAL USES AND SWIMMING POOLS; "SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS", INCLUDING SET BACK ADJUSTMENTS AND ALLOWABLE ADJUSTMENTS FOR CREATIVE SUBDIVISIONS; "LANDSCAPING, SCREENING, AND PERFORMANCE STANDARD", REQUIRED LANDSCAPE DEPTH, "OFF-STREET PARKING", OFF-STREET PARKING DESIGN REQUIREMENTS, OFF-STREET PARKING DESIGN STANDARDS, AND OFF-STREET LOADING; "SIGN REGULATIONS", INCLUDING PERMITTED PERMANENT SIGNS, ELECTRONIC INFORMATION SIGNS; "ADMINISTRATION AND PROCEDURES", SPECIAL USE PERMIT PROCEDURE AND AMENDMENT PROCEDURE; "WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE", SPECIFICALLY SETTING FORTH THE INITIAL DEPOSIT REQUIRED FOR AN ELIGIBLE FACILITY IN THE AMOUNT OF \$5,000" AND CHANGES ALLOWING ACTION BY THE COMMUNITY DEVELOPMENT DIRECTOR OR HIS OR HER DESIGNEE; "SUBDIVISIONS", CHANGES TO GENERAL GUIDELINES FOR SUBDIVISION LAYOUT, RELATIONSHIP TO COMPREHENSIVE PLAN; SUBDIVISION DEFINITIONS; "PROCEDURES AND ADMINISTRATION", MINOR SUBDIVISIONS, APPLICATION AND APPROVAL PROCEDURE, MAJOR SUBDIVISIONS, PREAPPLICATION PROCEDURES, PRELIMINARY PLAT APPLICATION, FINAL PLAT APPLICATION PROCESS, FINAL PLAT APPROVAL; "CIRCULATION SYSTEM DESIGN", INCLUDING GENERAL STANDARDS, STREET HIERARCHY AND DESIGN, ALLEYS, AND LIGHTING AND WIRING; "PUBLIC IMPROVEMENTS AND INFRASTRUCTURE", INCLUDING SANITARY SEWERS, STORM SEWERS AND STORM WATER MANAGEMENT, AND EASEMENTS; "IMPROVEMENT PROCEDURES" INVOLVING PRE-CONSTRUCTION CONFERENCE; AND CHANGES TO PROMOTE THE WORKABILITY OF SAID CHAPTERS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AS AUTHORIZED BY SECTION 16-405

PROCEEDINGS OF CITY COUNCIL

May 20, 2024

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OF NEBRASKA REVISED STATUTES was adopted with a motion by Lopez and a second by Bahr. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”. Freshour was absent.

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

**19. UNFINISHED BUSINESS:** None

**20. ADJOURNMENT:** The meeting adjourned at 6:42 p.m.

Presented and approved this 3rd day of June 2024.

OFFICE OF THE CITY CLERK

: Shuraya Frauendorfer

4.B. Minutes of May 21, 2024, Civil Service Commission meeting certifying Anthony Wielgus as police officer candidate.

## **CIVIL SERVICE COMMISSION MINUTES**

**May 21, 2024**

A meeting of the Columbus Civil Service Commission was convened in open and public session on Tuesday, May 21, 2024 at 4:45 p.m. in the Conference Room at the Police Station.

Notice of this meeting was given in advance thereof by public posting in City Hall, Platte County Courthouse, and Columbus Public Library on April 23, 2024. Availability of the agenda was communicated in the advance notice and in the notice to the Columbus Civil Service Commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

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

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

Present were members, Troy Loeffelholz, Jessica Caban, Chris Steinke and Russ Strehle. Member Logan Bronson was absent. The minutes from the April 3, 2024 meeting were approved with a motion by Strehle and a second by Steinke with all members voting "Aye".

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

Following discussion, a motion was made by Steinke and seconded by Strehle to certify to the Mayor and City Council, the applicant Anthony Wielgus. The motion passed unanimously.

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

Respectfully submitted,

Tammy Orender  
Civil Service Commission Secretary

4.C. Title III-B (supportive services), Title III-C (nutrition), and Title III-E (family caregiver support) grant funding from Northeast Nebraska Area Agency on Aging for senior center.

# MEMORANDUM

**DATE:** June 1, 2024  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Doug Moore, Public Property Director  
**SUBJECT:** 2024-2025 Acceptance of Grant Contracts and Nutrition Agreements with Northeast Nebraska Area Agency on Aging (NENAAA)

**RECOMMENDATION:**

Staff recommends the acceptance of the III-B Supportive Services Contract, III-C Nutrition Contract, and the III-E Family Caregiver Support Contract from the Northeast Nebraska Area Agency on Aging (NENAAA).

**DISCUSSION:**

The NENAAA administers federal and state activity subsidies (III-B), meal subsidies (III-C), and caregiver subsidies (III-E) for senior centers in northeast Nebraska. Our application for funds has received its final approval and formal acceptance of the grant contracts is now required.

**FISCAL IMPACT:**

The III-B activity subsidy grant provides a maximum of \$45,629 in federal and state funding. The III-C nutrition agreements provides for a maximum of \$93,784 in federal and state funding. The III-E caregiver support grant provides a maximum of \$3,500 in federal and state funding. These funds will cover approximately 28% of the cost of the Senior Center operation.

**ALTERNATIVES:**

If we do not accept these funds, additional funding would be necessary from other sources in order to maintain services at the Columbus Senior Center.

**CONCURRENCE:**

The agreements and grant notifications have been reviewed by the Senior Center Manager and Finance Director and they concur with the acceptance of the award.

**SIGNATURE:**

DEPARTMENT HEAD                     *Douglas A Moore*                    

CITY ADMINISTRATOR APPROVAL                     *Tara Vasicek*

**III B SUPPORTIVE SERVICES CONTRACT**

This Contract is made and entered into this 1<sup>st</sup> day of July, 2024 by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called “Agency and City of Columbus hereinafter called “Contractor”.

1. **RECITALS.**

(A) Agency is a single purpose unit of government of the State of Nebraska authorized to provide services for persons 60 years of age or older within the Northeast Nebraska planning and service area.

(B) Agency has received a subaward from the Nebraska Department of Health and Human Services State Unit on Aging, an agency of the State of Nebraska, to provide supportive services to persons 60 years of age and older within the Northeast Nebraska planning and service area.

(C) Contractor is presently operating as a provider of supportive services and is capable and desirous of providing such supportive services as are hereinafter enumerated for and on behalf of the Agency.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

2. **AGREEMENT.**

Contractor is hereby retained and appointed by Agency to provide supportive services to designated sites (see page 10 #19 (G)), as a part of the III B program for the elderly within the Northeast Nebraska planning and service area and any other area designated by Agency.

3. **ELIGIBILITY.** All participants that are 60 years of age or older are eligible for III B supportive services.

4. **DEFINITIONS of III B SUPPORTIVE SERVICES:**

(A) **Information and Assistance:** (I & A)

A service when information is requested:

- Provides individuals with information on services available within the community, including information relating to assistive technology.
- Assesses the problems and capabilities of the individuals;
- links individuals to the services and opportunities that are available;
- to the maximum extent practicable, ensures that individuals receive the services needed and are aware of opportunities available by establishing adequate follow-up procedures
- The follow-up may include offering to call back to ensure the individual received the information requested. The client can request or decline follow-up.

Must be a one-on-one contact.

Unit: one request for information = 1 unit

Supporting documentation: I & A form provided by the Agency.

**(B) Nutrition Education:**

Program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information (as it relates to nutrition). Information that is consistent with the current Dietary Guidelines for Americans and instructions to participants or caregivers, overseen by a dietician or individual of comparable expertise. Programs and presentations must be from a reputable and accredited source. Presentation can be one on one or in a group setting. Nutrition Education during congregate meals requires a presentation; Nutrition Education material shall be delivered to home delivered clients and counted. Only Agency provided material will be accepted for reimbursement.

Must provide one Nutrition Education service per fiscal year.

Unit: Presentation on nutrition topic = 1 Unit

Supporting documentation: Article presented with date.

**(C) Health Activities-Qualified:** (previously Health Promotion/Disease Prevention)

Health programs that help older individuals “age in place” and with a higher quality of life.

Activities may include those defined by OAA (section 102 (14)).

For example:

- routine health screenings,
- medication management,
- FROGS and other exercise groups led by certified trainers

Active licensed Registered Nurse or EMT are acceptable for health screenings.

LPN may be acceptable if they are employed through a hospital, health clinic, nursing home, etc.

Unit: One person per activity = 1 Unit

Supporting documentation: III B sign in sheet provided by NENAAA.

Demographic is required.

**(D) Health Activities-Non-qualified:** (previously Health Promotion/Disease Prevention)

Health programs that help older individuals “age in place” and with a higher quality of life.

Activities may include those defined by OAA (section 102 (14)). For example:

- health education,
- exercise groups following a video, individual exercise, age-related diseases, and chronic disabling condition information,
- counseling regarding social services, and follow-up health services,
- educational services for individuals and their caregivers and or physical fitness, group exercise, music therapy, art therapy, and dance movement therapy (non-certified leader)

Unit: One person per Activity = 1 Unit

Supporting documentation: III B sign-in sheet provided by NENAAA.

**(E) Technology & Equipment:**

The provisions of goods to an older individual which will directly support the health and independence of the individual with an assessed need.

For example:

- Fans and heaters
- Briefs
- Eyeglasses

- Smoke detectors
- Medical equipment (Walkers, canes, etc.)

Service must be coordinated and distributed through the senior center and done by senior center staff, volunteers, or participants. No food and/or garden produce can be counted.

Unit: One item loaned out = 1 unit  
Supporting Documentation: DME Assessment, Loan Agreement  
Demographic is required.

**(F) Social Activities:**

The provision of activities which foster the social well-being of individuals through social activity interaction and the satisfying use of leisure time. Activities must be organized/planned and advertised/promoted by the senior center.

For example:

- Organized pool tournament
- Planned trip to a local point of interest (not to a casino)
- Planned book club
- Planned knitting circle

Spontaneous activities are not counted.

Unit: Activity  
Supporting documentation: III B sign-in sheet provided by NENAAA.

**(G) Senior Center Hours:**

Hours of a multi-purpose senior center that is open to older individuals (center must offer services beyond meals). Counted by the hour Senior Center must be open to the public. Weekends, weather closings, and fundraising events will not count towards senior center hours. Reported senior center hours should mirror the advertised hours of operation, any deviation from that should be documented.

Unit: 1 hour = 1 unit

5. **SUPPORTIVE SERVICES TIMES.** The Contractor plans to be closed and not offer services on the following holidays.

New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day,

Day after Thanksgiving and Christmas Day

Services shall be made available between the hours of 7:30 am to 3:30 pm. The Contractor shall provide supportive services 5 days per week. Services are normally to be provided Monday through Friday; however, the Contractor may choose to provide services on Saturday or Sunday.

6. **DISCRIMINATION PROHIBITED.** The contractor shall not discriminate against any applicant to the program, or any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, religion, race, disability, marital status, or sex. This shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training under

apprenticeship. The Contractor further agrees to insert a similar provision in all contracts for services allowed under this Contract.

**7. CONTRIBUTION STANDARDS.**

- a. Each eligible participant shall have an opportunity to voluntarily and anonymously contribute toward the cost of the provided supportive service.
- b. Contractor shall establish and implement procedures which will protect the privacy of the client's decision to contribute or not contribute toward the supportive service rendered.
- c. An eligible participant cannot be denied service(s) by the Contractor because of the participant's decision not to contribute for services rendered.
- d. All collected contributions shall be used to expand the service for which the contributions were given and to supplement funds received.
- e. There shall be a locked contribution box, placed away from the sign-in sheet which shall not be monitored for contributions, in order to assure the confidentiality of the donation.
- f. Participant contributions shall be counted by two volunteers or staff (manager excluded) and both individuals shall sign a form attesting to the correct amount. A copy of such signed documentation shall be kept on file.
- g. Bank deposits can be made daily, or bank deposits can be made weekly if funds are kept in a fireproof, locked safe.
- h. Daily sign in sheets provided by the Agency will identify participants, staff, volunteers, and guests.

**8. REPORTING:**

(A) Financial/III B Supportive Services Reports/logsheets: Accurate financial reports/logsheets, as required, must be filed with the Agency office *the 5th day of each month*. If Contractor cannot meet the report deadline, communication by the Contractor to the Agency may allow flexibility with deadline reimbursement.

(B) Filing Deadlines. When the 5th day of the month falls on a Saturday, or Sunday, reports are due the Monday after. Any contractor FAILING to meet the reporting deadlines, funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. September and June reports must be done within the deadlines or risks losing all funds for September and June due to the Federal and State fiscal year ending. Normal reimbursements occur after the Governing Board meeting of the Agency on the third Thursday of each month.

(C) Demographic forms must be filled out on supportive service participants as required (See definitions). Scan and email the original demographic form to the Agency when completed. The demographic form must be entirely completed prior to emailing to the Agency.

(D) Other Data. Contractor hereby agrees to supply Agency with any and all data and information as may be requested from time to time, and Contractor shall promptly and accurately submit written reports to Agency whenever requested to do so. All information shall be delivered via e-

mail. Examples of data and information include but not limited to sign in sheets, supporting documentation of units provided, articles, materials handed out, meal verification forms, etc.

(E) Keeping of Records. Contractor hereby agrees to keep full and accurate sales, financial, procurement and other necessary records relating to all items covered by this Contract. Contractor shall keep all such records on file as established by Administration of Community Living, Internal Revenue Service, and the Secretary of State. Contractor shall permit authorized auditors and officials, upon request of the Agency, to have access to all such records for audit and review. In addition, authorized officials of Agency shall have the right to conduct on-site reviews of, but not limited to, all files pertinent to the annual evaluation, the III B Supportive Services Contract and service providers.

(F) False/Misleading Report. The submission of any false or misleading report by Contractor, shall result, at the option of the Agency, in the immediate cancellation of this Contract. Contractor shall be liable for any and all damage or loss caused by the submission of any false or misleading report.

(G) Misuse of Funds. Personal purchases, such as food items, office items or personal motel charges, made from the contractor's accounts, such as checking/savings account, debit/credit card, or contributions, shall at the option of the Agency, result in the immediate cancellation of this Contract.

Contractor's equipment purchased with federal and/or state funding, cannot be used by staff for personal use during paid and non-paid time.

(H) Gift Cards/Gift Certificates. Gift cards/gift certificates are not allowed as a Title III B expense.

## 8. ADMINISTRATIVE PROVISIONS.

(A) Rules and Regulations. Contractor shall comply with all of the rules, regulations and policies of the Federal Administration on Aging, Nebraska Department of Health and Human Services, Nebraska State Unit on Aging, Northeast Nebraska Area Agency on Aging, and any other federal or state requirements applicable.

(B) Equipment. All equipment purchased and or repaired with funds resulting from this Contract, shall remain the property of the contractor as long as the equipment is used to benefit the supportive service programs and programs authorized under this Contract. THIS EQUIPMENT CANNOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT OBTAINING THE PRIOR WRITTEN PERMISSION OF AGENCY. All Contractor's equipment purchased with federal/state funding cannot be used for personal use during paid and non-paid time.

(C) Senior Center Computer, Scanner and Internet. The Contractor shall have a working computer, scanner, and Internet at the Senior Center to provide the required information, receive communication from the Agency, and keep the confidential information at the Senior Center.

(D) Reduction of Funds. In the event that all of the program funds received by the Agency from the Nebraska Department of Health and Human Services State Unit on Aging are not allocated to the Agency as planned, Agency has the absolute right to reduce the program funds to Contractor accordingly.

(E) Attendance at Trainings. Contractor’s employees and center board members must attend training sessions as requested by Agency. These trainings are mandatory.

(F) III B Units of Service Reimbursement. Agency will only pay for defined III B Supportive Service units provided to qualifying individuals who are 60 years of age or older set forth by Older Americans Act (OAA).

(G) Term. The term of this Contract shall commence from July 1, 2024 through June 30, 2025.

(H) Daily Operation. The person responsible for the daily operation of the III B Supportive Services on behalf of the Contractor is:

Name: Patty Laska

Address: 3111 19th Street, Columbus NE 68601

Phone No.: ( 402 ) - 563 - 4444

Email address:  
plaska@columbusne.us

(I) Ceiling. Unless otherwise agreed or revised, this Contract shall constitute a ceiling for all participation of Agency in the approved cost.

(J) Identify Source of Funding. The Contractor will identify the source of funding for this Contract, including all material published that mentions the III B program. The following statement is to be used: “Partial funding for this program is provided by the Northeast Nebraska Area Agency on Aging”.

9. **CONTRIBUTIONS**. All III B service contributions shall be reported to the Agency as requested. Contributions are received only from those individuals who are 60 years of age or older, meeting eligibility set forth by OAA. See Page 4 #7 for Contribution Standards.

10. **REIMBURSEMENT TO CONTRACTOR**. The total reimbursement to the Contractor will be based on the Contractor’s number of Title III B units of services proposed in their budget in each service category multiplied by the Contractor’s reimbursement rate for each service (as shown in the table below). Agency agrees to provide a reimbursement amount not to exceed the total budgeted dollar amount in each category of III-B service (see table below) during the term of this Contract, unless prior written approval is obtained by the Contractor from the Agency. In addition, Contractor may receive contributions. All such contributions for services provided shall remain with Contractor. Should the Contractor’s anticipated program income be less than budgeted, the Agency will not be liable for any shortfall. Should the program income exceed the above figure, all excess will stay with the Contractor. If funding is available, the Agency may reimburse for supportive services that exceed the budgeted number of units.

Title III-B Service	Total Number of Budgeted Units	Reimbursement Rate per Unit	Total Federal/State Funds Allocated
Information & Assistance	200	\$1.00	\$200.00
Nutrition Education	12	\$10.00	\$120.00
Health Activities Qualified	5,886	\$5.00	\$29,430.00
Health Activities Non-qualified	2,078	\$.50	\$1,039.00
Technology & Equipment	276	\$6.00	\$1,656.00
Social Activities	1,120	\$10.00	\$11,200.00
Senior Center Hours	1,984	\$1.00	\$1,984.00
<b>Total</b>			<b>\$45,629.00</b>

11. **CONTRACT COMPLIANCE AND ENFORCEMENT.** It is the responsibility of the Agency staff to inform the Agency Executive Director of any Contractor’s failure to comply with the terms of this Contract. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Contract:

(A) Notification of Non-Compliance of III B Supportive Services Contract. After it has been determined by Agency staff that the terms of this Contract are not being met, written notification of non-compliance shall be sent to the Contractor by the Agency. The notification shall set forth the portion of the Contract being violated.

(1). Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of the Agency shall notify the contractor in writing that funding shall be withheld until such time Contractor is in compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) Loss of funding. The Executive Director of the Area Agency will notify the Contractor, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Contract will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

(3) Grievance Procedure. See Page 8 section 12 (A) #1 and #2

(B) Notification of Non-Compliance of Annual Monitoring Visit. According to the Agency’s Monitoring Policy, in the event of more than five recommendations, the Agency shall conduct an UNANNOUNCED follow-up. The unannounced follow-up monitoring will be conducted 30 days after the original monitoring and within 90 days of the original monitoring to allow the Contractor to come into compliance with any recommendations found during the monitoring. If recommendations are corrected no further action will be taken. If a recommendation(s) is deemed a critical finding, the Agency will notify the Contractor verbally and in writing. The Agency will conduct an unannounced monitoring on the critical finding and all recommendations to ensure that the findings have been

corrected. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(1). Repeated Non-Compliance. In the event any or all of the recommendations as determined above have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time all recommendations have been corrected and a second UNANNOUNCED monitoring has been done by the Agency. If the recommendations have not been corrected after the second unannounced monitoring, the Executive Director of the Agency shall proceed as set forth herein. The Agency Governing Board will review and discuss the Contractor’s repeated non-compliance of the annual monitoring and a decision determined.

(2) Notification of Board Decision. The Executive Director will notify the Contractor, in writing of the Board’s decision. This could consist of the Contract being rendered null and void until such time violations are corrected and approved by the Agency Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

(3) Grievance Procedure. See section 12 (A); #1 and #2

(C) Non-compliance of Annual Monitoring Visit Response. In the event the Contractor has 5 or less recommendations, the Contractor has 30 days to respond and or show proof of compliance. If Contractor fails to meet this deadline a written reminder will be sent via e-mail. If the Contractor fails to respond in writing or show proof of compliance with 60 days of the monitoring visit, funds will be withheld until the Contractor is in compliance. If the fiscal year ends before compliance is met all funds will be lost.

**12. GRIEVANCE PROCEDURE.**

(A) In the event that a dispute arises under this Contractor with the supportive service activity within the senior center on the part of Contractor, such dispute shall first be taken to the Nutrition, Health and Services Coordinator or Fiscal Officer of the Agency. If said dispute is not settled to the satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:

1. Public Hearing. A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this agreement. In the event the Compliance Board, as set forth herein, determines that the terms of this Contract were not violated, then those services provided by contractor after termination notice will be paid.
2. Compliance Board. The Compliance Board shall consist of the Agency’s Governing Board Executive Committee, two other members of the Agency’s Governing Board, two Advisory Board members, and one senior center manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a senior center or political subdivision they represent. The Chairperson of the

Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the Contract and determine if the Contractor is in violation of the terms and conditions of said Contract, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

13. **TERMINATIONS.** Either party may cancel during the term of this Contract for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. A copy of board minutes approving agreement termination shall be submitted with the written termination notice. Said 30 days' notice provision may be extended, *but not beyond June 30<sup>th</sup>*, in the event of a grievance procedure on the part of the Contractor.
14. **RETURN OF FUNDS.** Contractor may be required to reimburse Agency for any costs or expense, which may be disallowed as a result of an audit/monitoring by the Agency, federal/state government or agency thereof.
15. **EMERGENCY TERMINATION.** In those instances where the Contract violation threatens the health, welfare and safety of participants and/or staff of the Contractor, an emergency may be declared. After an emergency hearing and determination by the Agency Governing Board Executive Committee, this Contract may be declared null and void and all payments to Contractor terminated.
16. **INDEMNITY AND INSURANCE.**

(A) **Hold Harmless Agreement.** Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss and causes of action, of whatever nature, arising from any act, omission or negligence of contractor or contractor's agents or employees, to any person or to the property of any person, or arising from any accident, injury or damage whatsoever caused to any person or the property of any person occurring during the term of this agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.

(B) **Insurance Required.** Contractor hereby agrees during the term hereof to maintain adequate general aggregate insurance, bonding and other insurance, which shall include fire and extended coverage insurance on all buildings, equipment and/or contents purchased in whole or in part by funds received from Agency, with reputable insurance companies approved by Agency as hereafter set forth and, upon request, to furnish agency with certificates of insurance properly executed by the insurance company evidencing such fact, giving 30 days prior written notice to Agency in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by contractor shall include minimum insurance coverage of:

- a) General Aggregate insurance coverage of one million dollars
- b) Product liability coverage of one million dollars (for those centers that do meals at their facility)

- C) Per occurrence of one million dollar
- d) Bonding insurance coverage for a dollar amount approximate to the dollar amount on deposit in Contractor’s bank accounts.

The Northeast Nebraska Area Agency on Aging shall be named as additional insured on all such insurance policies.

17. **FAILURE TO PROVIDE SUPPORTIVE SERVICES.** In the event that the Contractor fails to provide III B supportive services to eligible participants, as agreed upon herein, the Agency may procure III B supportive services elsewhere, and charge or deduct from any amount payable to the Contractor the cost of such replacement services, plus any expenses incurred by the Agency in procuring such services.

18. **ASSIGNMENT OF AGREEMENT.** Contractor shall not assign this agreement, or any part thereof, nor subcontract any of Contractor’s duties or responsibilities hereunder, without obtaining the prior written consent of the Agency.

19. **MISCELLANEOUS PROVISIONS.**

(A) This Contract shall be governed by and construed under the laws of the State of Nebraska.

(B) This Contract shall insure to and be binding upon the parties hereto, their successors, assigns and transferees.

(C) The parties hereto agree that with respect to the performance of all terms, conditions and covenants of this Contract, time is of the essence.

(D) This Contract contains all agreements of the parties with respect to any matter mentioned herein. No prior Contract or understanding pertaining to any such matter shall be effective.

(E) This Contract may only be modified in writing and signed by the parties in interest at the time of such modification.

(F) All provisions of this Contract are subject to the Americans with Disabilities Act (20CFR 1601, 38 CFR 35).

(G) Designated III B supportive services alternate sites as indicated in paragraph “#2 Agreement” shall be:

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IN WITNESS WHEREOF, this Contract has been executed by duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

NORTHEAST NEBRASKA AREA AGENCY ON AGING (Agency)

By *Dennis J. [Signature]*  
Chairman, Governing Board

ATTEST:

By *Connie Cooper*  
Connie Cooper  
Executive Director, NENAAA

City of Columbus

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_  
Board Chairman/designated person

ATTEST:

By \_\_\_\_\_  
Manager/Coordinator

**III C NUTRITION CONTRACT FOR SENIOR CENTERS**

This Contract is made and entered into this 1<sup>st</sup> day of July, 2024, by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called “Agency”, and City of Columbus hereinafter called “Contractor”.

1. **RECITALS.**

(A) Agency is a single purpose unit of government of the State of Nebraska authorized to provide services for persons 60 years of age or older within the Northeast Nebraska planning and service area.

(B) Agency has received a sub-award from the Nebraska Department of Health and Human Services State Unit on Aging, an agency of the State of Nebraska, to provide a nutrition service program to persons 60 years of age and older within the Northeast Nebraska planning and service area.

(C) Contractor is presently operating as a provider of food services and is capable and desirous of providing such food services as are hereinafter enumerated for and on behalf of the Agency.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

2. **AGREEMENT.**

Contractor is hereby retained and appointed by Agency to purchase, prepare and serve to designated serving sites (see page 14 #31 G), meals as a part of the nutrition program for the elderly within the Northeast Nebraska planning and service area and any other area designated by Agency.

3. **ELIGIBLE:** who may participate in the Older Americans Act (OAA) nutrition program.

(A) Congregate meals:

1. Any person age 60 or over.
2. Under age 60 spouse accompanying individual that is 60 years or older.
3. Individuals providing volunteer services during meal hours.
4. Individuals with a disability, who resides at home with a person 60 years of age or older.
5. Individuals with a disability who reside in housing facilities occupied primarily by older persons at which congregate nutrition services are provided.

(B) Home Delivered meals:

With priorities given to:

1. Any person aged 60 or older who is frail, homebound by reason of illness or incapacitating disability, unable to attend a congregate meal; or
2. A spouse of #1 above, regardless of age or condition, may receive a home-delivered meal if the Area Agency on Aging criteria concludes that it is in the best interest of the homebound older person; or
3. A dependent individual with a disability that lives with a person 60 years of age or older that is eligible for a home-delivered meal.

With preferences given to:

1. Low-income older adults including low-income minority older adults.
2. Older adults with limited English proficiency.
3. Older adults residing in rural areas.

(C) To-Go Meals: (curbside, pick-up, drive-thru)

1. Individual must be 60 years or older or
2. Spouse accompanying individual 60 years or older or
3. Dependent with a disability lives with eligible individual or

4. Individual has a disability and living in senior housing.

(D) Volunteer Meals:

1. An individual under age 60, who provides volunteer services during meal hours, only on the day they volunteer their services (preparation of meal, set up of all tables, serving of meal, kitchen or dining room cleanup, meal delivery etc.) are eligible to receive the congregate meal at the suggested contribution rate (no carryout meals allowed).

(E) Caregiver meals (home delivered meals):

1. The caregiver of a spouse of an eligible client, the caregiver may receive a home delivered meal for a suggested contribution. Home-Delivered Meal Assessment and demographic form must be filled out on spouse also.

4. **INELIGIBLE:** meals will not be funded by the OAA nutrition program, and the full cost of the meal shall be paid unless paid by another funding source.

(A) Congregate meals:

1. Any person under age 60.
2. Under age 60 spouse of a non-participating 60+ spouse.
3. Meals purchased by a business/entity, senior center, or another person, other than the meal participant, must pay the full cost of the meal and the meal is not an eligible meal (no one can “buy” a suggested contribution).

(B) Caregiver meals (home delivered meals):

1. If the caregiver is under 60, other than a spouse, the meal for the caregiver is for the full price of the meal.
2. An over 60 caregiver, other than the spouse, is not eligible for a home delivered meal and must pay the full cost of the meal.
3. Meals purchased by a business/entity, senior center, or another person, other than the meal participant, must pay the full cost of the meal and the meal is not an eligible meal (no one can “buy” a suggested contribution).

(C) Home-Delivered meals:

1. Any person under age 60 unless a spouse of eligible participant.
2. Any person that does not meet the criteria for home-delivered meals.

(D) To-Go meals:

1. Any person under age 60.

5. **CONTRIBUTION STANDARDS:**

- A. Each eligible participant shall have an opportunity to voluntarily and anonymously contribute toward the cost of the provided meal service.
- B. Contractor shall establish and implement procedures which will protect the privacy of the participant’s decision to contribute or not contribute toward the meal service rendered.
- C. An eligible participant cannot be denied service(s) by the Contractor because of the participant’s decision not to contribute for services rendered.
- D. All collected contributions shall be used to expand the service for which the contributions were given and to supplement funds received.

- E. There shall be a locked contribution box, placed away from the sign-in sheet, which shall not be monitored for contributions, in order to assure the confidentiality of the donation.
- F. Separate locked contribution boxes will be available for designated meals, such as congregate meal contributions and to-go meal contributions.
- G. Participant contributions shall be counted by two volunteers, or staff (manager excluded), and both individuals shall sign a form attesting to the correct amount. A copy of such documentation shall be kept on file.
- H. Bank deposits can be made daily, or bank deposits can be made weekly if funds are kept in a fireproof, locked safe.
- I. Daily sign-in sheets or meal verification forms, provided by Agency, will identify participants, guests, volunteers and staff.
- J. Non-eligible meal cost fees must be paid directly to Center staff or volunteers.

6. **MENUS AND MEAL PLANNING.**

(A) **Menu Planning.** Each meal served by Contractor must contain at least one-third of the current Dietary Reference Intakes and Dietary Guidelines.

Menu planning will be designed to include a variety of foods, color texture and contrast; avoiding excess fat, saturated fats, and cholesterol; including foods with complex carbohydrates and fiber; avoiding excess refined carbohydrates (sugar); avoiding excessive sodium.

**When planning the menu, keep in mind holidays, birthdays, lent, special events, evening meals, etc. to reduce the number of substitutions.**

(B) **Menu Approval.** Contractors must submit menus to the Agency and the assigned Registered Dietician in a calendar format for approval on a quarterly basis. ***The 3-month cycle of menus must consist of a minimum of one 20-day menu or a maximum of one 23-day menu to be repeated during the 3-month cycle.*** Menus, in a calendar format listing portions of each food item, must be submitted to the Agency and the assigned Registered Dietician on or before the 1<sup>st</sup> day of June, September, December and March (one month prior to the start of the 3-month cycle). When the 1st day of the month falls on a Saturday, menus are due the Friday before. When the 1st day of the month falls on a Sunday, menus are due the following Monday. If Contractor submits the menus and or the revised menus so late that it does not allow for adequate time for menu review and approval, any meals that have not had menu approval will not be reimbursed. ***All menus must be approved by the Registered Dietician prior to the meal being served to receive reimbursement.***

June 1<sup>st</sup> for July, August & September  
 September 1<sup>st</sup> for October, November & December  
 December 1<sup>st</sup> for January, February & March  
 March 1<sup>st</sup> for April, May & June

- 1. The Registered Dietician approved menu must be the same menu listed in the newsletter and/or local newspaper.
- 2. Contractors will receive one written warning per fiscal year if Contractor does not serve the approved menu. After the written warning, all meals served without the Registered Dietician approved menu will not be reimbursed.

(C) **Food Substitution.** Each meal will be served as originally approved by the Registered Dietician. Food substitutions if any, must be of equal or higher nutritional value and may not reduce the nutritional content of the meal as approved; main entrée must be a similar food group, i.e. beef for beef, pork for pork, etc.

- Meal substitutions for the entire meal must be submitted to the Registered Dietician and the Agency prior to meal served.
- Protein substitutions must be submitted to the Agency prior to the meal served.
- The Agency will forward substitutions to Registered Dietician as needed/required.
- Other menu deviations will be written on a substitution form provided by the Agency and kept by Contractor for a period of three years.
- Review of the food substitutions form will be done by Agency during monitoring and throughout the fiscal year.
- Please see Substitution Guidance
- Excessive substitutions may result in the Contractor being charged for the Registered Dietician fee.

(D) Meal Pattern. The meal pattern shall satisfy the requirements of the provision of one-third of the current Dietary Reference Intakes. The following factors must be considered when menus are planned:

1. All foods must be specifically and precisely identified so that the nutritional content can be properly evaluated. For example, listing “fruit, juice or cookie” does not provide enough information to accurately determine the nutritional content of the menu.
2. Food items within the meat and meat alternatives, vegetable, and fruit groups shall be varied within the week and menu cycle. There should be minimal duplicates during any one-week period with the exception of bread, milk, and potatoes.
3. Food items identified as “fluff” salad or desserts will increase nutrient content but cannot count as a fruit or vegetable portion. “Frog-eyed” salad and nutrient dense desserts, such as pumpkin, fruit cocktail or applesauce bars or cakes, will count as a bread item but cannot be counted as a portion of fruit/vegetable.
4. Food items such as potato chips, tortilla chips, etc. can be a part of the meal, however cannot be counted as a portion of vegetable.
5. Highly processed proteins such as hot dogs, little smokies, etc. cannot be counted as a portion of protein.
6. Dried fruits cannot be counted towards the 1 ½ cups fruits and vegetables.
7. Menus are required to meet the daily nutrient requirements of 1/3 the Dietary Reference Intakes for the following nutrients:
  - Protein – 22 grams per meal
  - Fiber -10 grams per meal
  - Vitamin A – 300 ug per meal
  - Vitamin C – 30 mg per meal
  - Folate – 133 mg per meal
  - Calcium – 400 mg per meal
  - Iron – 3 grams per meal
  - Potassium – 1,566 per meal
  - Sodium –1000 mg or less per meal

(a) Protein requirement will meet 1/3 of the Dietary Reference Intakes. Daily protein will be calculated from all food sources, meat, meat alternatives, beans, and dairy products.

(b) Fiber requirement will meet 1/3 of the Dietary Reference Intakes. Daily fiber requirements will be met by offering fresh fruits and vegetables, incorporating peelings, whole grain products such as brown rice, whole grain pasta, mixture of white/whole grain and or rice, whole or cracked wheat bread, and dried bean items. Serving of white bread should be kept to a minimum. See attachment A.

(c) Vitamin A and C requirement will meet 1/3 of the Dietary Reference Intakes. Vitamin A and C foods will be served daily – fresh or frozen items are preferred. Maintaining these nutrients will be best served with minimal cooking, via a steamer, or oven baked. If cooking in water, retain the water for sauces, gravies or part of the liquid when mashing potatoes. Vitamin A rich foods offered three (3) times per week, vitamin C offered daily from a fair source and three (3) times a week from a good source will assure nutrient content is met. Foods rich in vitamin A and C – see attachment A.

(d) Folate requirement will meet 1/3 of the Dietary Reference Intakes. Folate is a nutrient found in fortified breads, cereals, pastas, enriched rice, bean items, some vegetables, and home-made cereal/flour-based desserts (pies, cookies, crisps, rice crispy bars, etc). See attachment A.

(e) Calcium requirement will meet 1/3 of the Dietary Reference Intakes. Calcium is found in all dairy products, canned fish items with bones, green leafy vegetables, spinach, broccoli, fortified orange juice, tofu, and enriched soy milk. See attachment A.

(f) Iron requirement will meet 1/3 of the Dietary Reference Intakes. Iron is found in all meat items, beans, dried peas, canned spinach, sweet potatoes, mixed vegetables with lima beans, peaches, prune and tomato juice, walnuts, molasses, and enriched pasta and bread. See attachment A.

(g) Potassium requirement will meet 1/3 of the Dietary Reference Intakes. Potassium is found in fresh fruits and vegetables. Potassium is found in the peelings of foods, therefore, every effort should be made to serve foods incorporating the peeling (baked potato, potato wedges with skin, mashed, hashed, or French fried potatoes with peelings). Refrain from using boxed, instant or frozen potatoes. See attachment A.

(h) Sodium requirement can be reduced by using fresh and frozen vegetables. Limit canned foods, convenience entrees, mixes, sauces, and baked items that offer few nutrients other than fat and sugar. Cooking with salt should be minimal. See Attachment A.

Nutrient content must be met for each menu but the following minimums must be served:

- Main entrée shall be no less than 3 ounces of edible protein.
- 1 ½ cups of fruit and or vegetables.
- Two 1 oz servings of bread items –this can be met in the following ways:
  - 2 oz of high fiber bread
  - ½ cup of bread alternatives (pasta, oatmeal and or rice) along with 1 oz of bread
  - fiber dense desserts along with 1 oz bread
  - sandwich item that contains 2 slices of bread or 1 bun
- 8 oz of milk.
- 1 tsp margarine

*Accompaniments will need to be added to the menu for appeal and participant satisfaction, e.g., coffee, tea, water, condiments, additional margarine, ketchup, mustard, sour cream, mayonnaise, tartar sauce, salad dressing, etc.*

7. **PERFORMANCE ACCOUNTABILITY.** Emphasis on accountability and performance measures to demonstrate service and or program efficiency, effectiveness, and quality. Contractors that repeatedly are in non-compliance of performance accountability (gross costs, minutes per meal, quality of product, etc.) may jeopardize their opportunity to receive reimbursement increases and or additional funding.

8. **PORTION CONTROL.** Prevents not having enough food at serving time, eliminates waste and assures the recommended quantity to each participant. Any Agency staff member may check portions when they are at the senior center on any given day. If the appropriate portion does not meet all recommendations each contractor will receive one written warning per fiscal year. After the written warning, if portions are not met, funding will not be provided for all meals served on that particular day.

9. **FOOD QUALITY.** In the context of food production, quality refers to a product's taste, texture, appearance, color, variety, nutritional value, and overall level of excellence. To achieve an excellent finished product each time the following should be adhered to:

- Do not overcook foods. Prepare and cook foods to enhance flavor and to maintain color and texture.
- Prepare different types of food for each meal (Example: chicken, ham, roast beef, etc.).
- Use different methods of food preparation (Example: baking, boiling, steaming, etc.)
- Use a variety of textures (Example: mashed potatoes and carrot sticks).

- Two colorful food items will be used in each meal (Example: green beans and peaches).
- Garnishes can and should be used to add color and to “dress up” the food item (Example: whip topping on apple crisp; nutmeg on custards, etc.).
- Serve fruits, custards, puddings, etc. chilled.
- Use herbs and spices to enhance flavors. (Example: nutmeg, garlic or onion powder, parsley flakes, etc.)
- Use only good quality foods.
- Serve hot foods at 135 degrees F or above and cold foods at 41 degrees F or below.

***The minimum standard of food to be used by the Contractor will include:***

- Canned fruit and vegetables - USDA Grade A. No home canned items.
- Fresh fruit and vegetables - No. 1 quality.
- Poultry - USDA Grade A or better.
- Beef - USDA Choice or better. Ground beef should be no more than 20% fat content.
- Pork - USDA No 1. or better.
- Eggs and Dairy Products - USDA Grade A or better. Eggs can be purchased from licensed farm (license # must be on file at the center).
- Salt - iodized.
- Items from a Food Pantry must not have dented cans, must have labels, and must not be outdated.

(F) Serving Times. The Contractor plans to be closed and not serve on the following holidays:

New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day,

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Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

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Meals shall be made available between the hours of 12:00pm and 12:30pm. Contractor is encouraged to serve breakfast, brunch, or evening meal. Permit all participants to eat a leisurely meal.

The Contractor shall serve meals a minimum of five days per week unless approved by Agency. Meals are normally to be served Monday through Friday, however, the Contractor may choose to serve meals on Saturday or Sunday as one of the five days required.

(G) Weather Closing Policy – All Contractors must establish a weather closing policy, keeping in mind the home delivered meal participants if it is to be more than one day. Policy shall state the protocol for closing and a procedure for providing home delivered meals if Contractor is closed for more than one day. School closing is not a legitimate reason for Contractor to close.

(H) Emergency Meal Policy. If meals cannot be provided, other than due to bad weather, the Agency must be notified immediately, and Contractor follow plan of action set forth in Contractor’s written emergency meal policy. In the event contractor does not provide meal service during this time, please see page 13, #29, Failure to Provide Meals. At a minimum, the written emergency meal contract must list the name and contact information of the emergency meal provider, the meal requirements, transportation of meals, cost, date of contract and reviewed annually by all parties. A copy of the Emergency Meal Policy is to be submitted to the Agency.

(I) Catered Meal Contract. All Contractors, whose meals are catered from a restaurant, hospital, nursing care facility or senior center must have a Contract, provided by the Agency, with the catered facility. A copy of the signed contract must submitted to the Agency prior to the Contractor receiving funds.

(J) Home-Delivered Meals.

1. Contractors which provide home delivered meals must protect the health and safety of the participants, ensuring that the hot food is 135 degrees F or hotter, and the cold food is 41 degrees F or colder when delivered to the participants. To assure quality temperature, all food must be placed in tested temperature control containers, and then placed in an insulated container for delivery. No sacks or boxes can be used to deliver the meal. If a

route takes longer than 45 minutes, the route needs to be shortened with only a few meals sent out at a time or divided into multiple routes.

2. On a quarterly basis, an extra meal must be sent, alternating routes, so temperature checks can be taken of each food before and at the end of the home delivered route. Records of these temperature checks must be recorded and kept on file on the temp form. Temperatures must stay out of the temperature danger zone of 41 degrees to 135 degrees (see page 8, Sanitation and Safety, # E).
2. Participants can receive a home delivered meal on a permanent basis based on eligibility, please refer to Page 1, #3B. A home-delivered meal assessment must be done by Contractor staff to determine eligibility for home delivered meals before meal service starts. The participant receiving a home delivered meal must have his/her status reviewed annually and shall receive such meal as set forth in the policy adopted by the Agency. Any person receiving a home delivered meal shall have a written assessment kept on file at the office of the Contractor.
3. A temporary home-delivered meal may be provided for *14 consecutive days or less* without an assessment being completed by the Contractor. A temporary home-delivered meal tracking form, provided by the Area Agency, must be completed by Contractor and kept on file. If meals go beyond the 14 days, Contractor must get a demographic and home delivered meal assessment form filled out by the participant. *Please refer to the Agency's Home Delivered Meal Policy.*
5. Meals will be delivered to the meal participant's home. When a client is not home to receive their meal, the delivery personnel will not leave the meal at the residence. The program has a responsibility to deliver the meal in a safe manner, leaving the food unattended for an undetermined amount of time is not safe.
6. Please refer to the Northeast Nebraska Area Agency on Aging Policy for Home Delivered Meals.

#### 11. CONGREGATE MEAL SITES SHALL:

- A) include procedures for collecting feedback from participants about services received.
- B) ensure the service of a meal to a participant who has failed to make a reservation, when food is available. Eligible participants shall be assured of a meal before ineligible participants/paid staff.
- C) have paid staff/volunteer physically on-site during mealtime.

12. SANITATION AND SAFETY. Compliance with federal, state, and local fire, health sanitation, safety and building codes, regulations, licensure requirements, and other provisions relating to the public health, safety, and welfare applicable to each nutrition site used in the nutrition program is required in all stages of food service operations.

A). Specifically, regarding food and food service, the Contractor must comply with the Nebraska Department of Environment and Energy, and other applicable provision of State and local laws regarding safe and sanitary handling of food, storage, preparation, service, equipment, and utensils, and on surfaces which prior to use, have been cleaned, rinsed, and sanitized to prevent cross contamination. **Contractor must send the Agency a copy of their Food Establishment Evaluation within 30 days of said inspection and their written plan of action.** Any critical Food Establishment Evaluation findings will be followed up by the Agency's Nutrition Department.

B). Meal site must maintain prep/cooking, storage, dining and restroom areas to be clean and free from pests and debris. Professional exterminators must be utilized on a regular basis.

C). Foods used in the home-delivered nutrition program must be selected, stored, prepared, packaged, and delivered in a manner to assure maximum nutrient content of food value and to improve or increase digestibility of the food.

D). Foods must be properly stored with foods off the floor. A thermometer in the store room to ensure proper temperature of 50–70-degree F. Maintain refrigerator temperature of 36 degrees F to 40 degrees F. Freezer temperature must be 0 degrees or

below. Check and record these temperatures on Agency provided form a minimum of two times daily, once at the beginning of the shift and again at the end of the shift.

- E). Hot foods must be served at 135 degrees F or above and cold foods served 41 degrees F or below. Foods can only be allowed to remain between 41 degrees and 135 degrees for one hour or less, including preparation, serving and holding.
- F). On a daily basis, temperature checks must be taken with a food thermometer before serving. Records of these temperature checks must be on file on Agency form.
- G). The transport equipment, packaging materials, and procedures used by the Contractor to deliver meals to the home for immediate consumption must be able to maintain hot food temperatures at or above 135 degrees F and cold temperatures at or below 41 degrees F. In order to prevent food from dropping into the danger zone during transport, hot foods need to go out at 180 degrees or higher and cold foods at 36 degrees or lower.
- H). Leftovers are not encouraged and should be held to a minimum. For catered operations, all leftover food must be disposed of at the nutrition site. For on-site preparation facilities, leftover food must be removed from the steam table immediately following serving and be properly refrigerated or placed in the freezer. If refrigerated, leftovers must be used within 3 days. All leftovers must be reheated to 165 degrees F and used only as an extra helping or choice. All foods prepared the day before must be cooked to its proper temperature stage prior to refrigerating. These foods will be considered leftovers and must be reheated to 165 degrees F.
- I). To protect nutrition service participants from food borne illness, congregate meal participants are prohibited from taking any potentially hazardous food items home. A potentially hazardous food is any food that consists in whole or in a part of milk or milk products, eggs, meat, poultry, fish, or other ingredients, including synthetic ingredients in a form capable or supporting rapid and progressive growth of infectious or toxigenic microorganisms. Foods which may be removed from the center include cake, cookies, bread, and fresh fruit, such as apple, orange, pear, or banana etc.
- J). Bibbed aprons must be worn by all food preparation staff and volunteers.
- K). Hands must be properly washed prior to disposable glove use. Glove usage should be in meal prep, serving line and set up of home delivered meals.
- L). Sanitizing solution must be used on all food preparation surfaces prior, during and after food preparation. Sanitizing solution must be changed a minimum of every 4 hours or when solution becomes dirty. Frequent testing must be done on the solution with test strips appropriate for the sanitizing agent used.
- M). Effective procedures for dish washing and sanitizing in a three-compartment sink must be posted and followed. Written procedures for cleaning equipment and the work area must be on file and followed consistently.
- N). All hair shall be covered by hairnets/caps with no hair showing while working in kitchen. Front, sides, top, and neckline hair that is collar length or longer must be covered by hair restraints during serving.

**14. MEAL SITES SHALL POST SIGNAGE SHOWING:**

- a) Where exits are located
- b) Evacuation plan map with written explanation of evacuation
- c) Dining menus
- d) Cost sharing information for full price/suggested contribution
- e) Signage stating clients cannot take home potentially hazardous foods
- f) Emergency numbers

**15. REPORTING FOODBORNE ILLNESS:** If food poisoning is suspected as a cause of illness from a meal provided by a Contractor of the Agency, the procedure below must be followed:

1. Contact the Northeast Nebraska Area Agency on Aging Nutrition, Health and Services Coordinator, Fiscal Officer or the Executive Director immediately by calling 1-800-672-8368. The Agency will contact the Nebraska Department of Health and the State Unit on Aging.
2. Have the individual who has become ill contact a doctor immediately for diagnosis. Ask the individual to have the doctor contact the contractor if there is a possibility of food poisoning.
3. Contact each person who ate at the nutrition site that day (congregate and home delivered) and check for illness. This contact may be made by phone or in person. If individuals are ill, Contractor must follow step #2.
4. Keep the Nutrition, Health and Services Coordinator, Fiscal Officer or Executive Director notified.

16. **NUTRITION SERVICES INCENTIVE PROGRAM (NSIP)**. The NSIP per meal rate of reimbursement is determined by the USDA and may fluctuate throughout the year. NSIP monies are passed through to the Contractor monthly with no funds being retained by the Agency for this service. NSIP funds are only available for the purchase of food. NSIP funds shall not be used to meet cost sharing or as matching funds for any other federal program. NSIP funds shall never be used to cover meal transportation costs, staff salaries, location costs, etc.

17. **PRODUCTION STAFFING GUIDELINES**. As approved by the Northeast Nebraska Area Agency on Aging Governing Board on March 16, 2006, the maximum staffing guidelines to be used by each Contractor with on-site meals cannot exceed: **12 MAXIMUM KITCHEN LABOR MINUTES PER MEAL**. Kitchen labor minutes per meal includes all paid kitchen staff from the beginning of preparation of the meal through cleanup of dishes, kitchen, and kitchen equipment. Kitchen labor minutes per meal does not include personnel leave time.

18. **DISCRIMINATION PROHIBITED**. The Contractor shall not discriminate against any applicant to the program, or any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, religion, race, disability, marital status, pregnancy, military status, sex/gender, genetic information, or any other prohibited basis of discrimination under applicable local, state and federal law. This shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training under apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

19. **REPORTING**.

(A) **Financial/III C Nutrition Reports/logsheets**: Accurate financial reports/logsheets, as required, must be filed with the Agency office ***the 5th day of each month***. If Contractor cannot meet the report/logsheets deadline, communication by the Contractor to the Agency may allow flexibility with deadline and reimbursement.

(B) **Filing Deadlines**. When the 5<sup>th</sup> day of the month falls on a Saturday or Sunday, reports are due the Monday after. Any contractor FAILING to meet the reporting deadlines, funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. September and June reports must be done within the deadlines or risk losing all funds for September and June due to the Federal and State fiscal year ending. Normal reimbursements occur after the Governing Board meeting of the Agency on the third Thursday of each month.

(C) **Demographic forms** must be filled out on all congregate and home-delivered meal participants after they have received three meals. Scan and email the original demographic form to the Agency when completed. The demographic form must be entirely completed prior to emailing the Agency.

(D) **Other Data**. Contractor hereby agrees to supply Agency with any and all data and information as may be requested from time to time, and Contractor shall promptly and accurately submit written reports to Agency whenever requested to do so. All information shall be delivered via e-mail. Examples of data and information include but not limited to sign in sheets, supporting documentation of units provided, articles, materials handed out, meal verification forms, etc.

(E) **Keeping of Records**. Contractor hereby agrees to keep full and accurate sales, financial, procurement and other necessary records relating to all items covered by this Contract. Contractor shall keep all such records on file as established by Administration for Community Living, Internal Revenue Service, and the Secretary of State. Contractor shall permit authorized auditors and officials, upon request of Agency, to have access to all such records for audit and review. In addition, authorized

officials of Agency shall have the right to conduct on-site reviews of, but not limited to, all files pertinent to the annual fiscal and nutrition evaluations, the Nutrition Contract, the food service, and vendors.

(F) False/Misleading Report. The submission of any false or misleading report by Contractor shall result, at the option of the Agency, in the immediate cancellation of this Contract. Contractor shall be liable for any and all damages or loss caused by the submission of any false or misleading report.

(G) Misuse of Funds/Equipment. Personal purchases, such as food items, office items or personal motel charges, made from the Contractor's accounts, such as checking/savings account, debit/credit card, or contributions, shall result at the option of the Agency, in the immediate cancellation of this Contract.

Contractor's equipment, purchased with federal/state funding, cannot be used by staff for personal use during paid and non-paid time.

(H) Gift Cards/Gift Certificates. Gift cards/gift certificates are not allowed as a Title III C expense.

## 20. ADMINISTRATIVE PROVISIONS.

(A) Rules and Regulations. Contractor shall comply with all rules, regulations and policies of the Federal Administration for Community Living, Nebraska Department of Health and Human Services, Nebraska State Unit on Aging, Northeast Nebraska Area Agency on Aging, and any other federal or state requirements applicable.

(B) Equipment. All equipment purchased and or repaired with funds resulting from this Contract, shall remain the property of the Contractor as long as the equipment is used to benefit the local senior citizens' program and programs authorized under this Contract. THIS EQUIPMENT CANNOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT OBTAINING THE PRIOR WRITTEN PERMISSION OF THE AGENCY. All Contractor equipment, purchased with federal/state funding, cannot be used by staff for personal use during paid and non-paid time.

(C) Senior Center Computer, Scanner, and Internet. The Contractor shall have a working computer, scanner, and internet at the senior center to provide the required information, receive communication from the Agency, and keep the confidential information at the senior center.

(D) Reduction of Funds. In the event that all of the program funds received by the Agency from the Nebraska Department of Health and Human Services, Nebraska State Unit on Aging and/or NSIP are not allocated to the Agency as planned, Agency has the absolute right to reduce the program funds to Contractor accordingly.

(E) Attendance at Trainings. All center managers, center board members, employees, and cooks must attend training sessions as requested by Agency. The trainings are mandatory.

(F) ServSafe. The Contractor's head cook, and manager or person who supervises the kitchen shall be ServSafe certified. These certificates shall be posted in the center and kept current.

(G) Meal Reimbursement. Agency will only pay for meals meeting standards and requirements set forth in this III C Nutrition Contract, served to eligible individuals.

(H) Term. The term of this Contract shall commence from July 1, 2024 through June 30, 2025.

(I). Daily Operation. Person responsible for the daily operation of the nutrition site on behalf of the Contract is:

Name: Patty Laska

Address: 3111 19th Street

Columbus NE 68601

Phone: ( 402 ) - 563-4444

Email address: plaska@columbusne.us

(J). Ceiling. Unless otherwise agreed or revised, this Contract shall constitute a ceiling for all participation of Agency in the approved cost.

(K). Identify Source of Funding. The Contractor will identify the source of funding for this Contract, including all material published that mentions the meal program. The following statement is to be used: "Partial funding for this program is provided by the Northeast Nebraska Area Agency on Aging".

21. **MEAL CONTRIBUTIONS**. All meal contributions shall be reported to the Agency as requested. Meal contributions are received only from those individuals who are 60 years of age or older, the spouse of an eligible participating individual 60 years or older, and all other individuals meeting eligibility set forth by OAA and NSIP. All other ineligible individuals must pay full cost for the meal unless paid by another funding source. See page 2 #5 for Contribution Standards.

22. **REIMBURSEMENT TO CONTRACTOR**. The reimbursement rate will be based on the contractor's federal/state dollar allotment and the number of Title IIIC meals proposed in their budget, but not to exceed **\$2.60** per Title IIIC congregate meal or **\$3.10** per Title IIIC home-delivered meal. In addition, Contractor will receive NSIP reimbursement and daily contributions. All such daily contributions and NSIP reimbursement for meals served shall remain with Contractor.

Agency agrees to provide a base amount of **\$2.60** per meal for **14,396** congregate meals, not to exceed **\$37,430** and **\$3.10** per meal for **12,178** home-delivered meals, not to exceed **\$37,753.00** during the term of this Contract, unless prior written approval is obtained by the Contractor from the Agency. In addition, Contractor shall receive NSIP reimbursement for each meal served to a qualifying individual. Total anticipated funds received by Contractor for each meal is NSIP + **\$2.60** from state and/or federal funding and contributions from the meal for congregate meals and NSIP + **\$3.10** from state and/or federal funding and contributions for home-delivered meals. Should the Contractor's anticipated program income be less than budgeted, the Agency will not be liable for any shortfall. Should the program income exceed the above figure, all excess will stay with the Contractor. If funding is available, Agency may reimburse for meals that exceed the budgeted number of meals.

23. **CONTRACT COMPLIANCE AND ENFORCEMENT**. It is the responsibility of the Agency staff to inform the Agency Executive Director of any Contractor's failure to comply with the terms of this Contract. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Contract:

(A) Notification of Non-Compliance of Nutrition Contract. After it has been determined by Agency staff that the terms of this Contract are repeatedly not being met, written notification of non-compliance shall be sent to the Contractor by the Agency. The notification shall set forth the portion of the Contract being violated.

(1) Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time Contractor is in compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) Loss of funding. The Executive Director of the Agency will notify the Contractor, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Contract

will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

(3) Grievance Procedure. See page 12, section 24.

(B) Notification of Non-Compliance of Annual Monitoring Visit. According to the Agency's Monitoring Policy, in the event of more than five recommendations, the Agency shall conduct an unannounced follow-up. The unannounced follow-up monitoring will be conducted 30 days after the original monitoring and within 90 days of the original monitoring to allow the Contractor to come into compliance with any recommendations found during the monitoring. If recommendations are corrected no further action will be taken. If a recommendation(s) is deemed a critical finding, the Agency will notify the Contractor verbally and in writing. The Agency will conduct an unannounced monitoring on the critical finding and all recommendations to ensure that the findings have been corrected. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(1). Repeated Non-Compliance. In the event any or all of the recommendations as determined above have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time all recommendations have been corrected and a second unannounced monitoring has been done by the Agency. If the recommendations have not been corrected after the second unannounced monitoring, the Executive Director of the Agency shall proceed as set forth herein. The Agency Governing Board will review and discuss the Contractor's repeated non-compliance of the annual monitoring and a decision determined.

(2) Notification of Board Decision. The Executive Director will notify Contractor in writing of the Board's decision. This could consist of the Contract being rendered null and void until such time violations are corrected and approved by the Agency Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

(3) Grievance Procedure. See page 12, section 24.

(C) Non-compliance of Annual Monitoring Visit Response. In the event the Contractor has five or less recommendations, the Contractor has 30 days to respond and or show proof of compliance. If Contractor fails to meet this deadline a written reminder will be sent via e-mail. If the Contractor fails to respond in writing or show proof of compliance within 60 days of the monitoring visit, funds will be withheld until the Contractor is in compliance. If the fiscal year ends before compliance is met all funds will be lost.

## 24. GRIEVANCE PROCEDURE.

(A) In the event that a dispute arises under this Contract or with the nutrition activity within the senior center on the part of Contractor, such dispute shall first be taken to the Nutrition and Services Coordinator and or Fiscal Officer of the Agency. If said dispute is not settled to the satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:

1. Public Hearing. A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this Contract. In the event the Compliance Board, as set forth herein, determines that the terms of this Contract were not violated, then those services provided by Contractor after termination notice will be paid.
2. Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one senior center manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board.

No member of the Compliance Board may sit on said Board during a review if the violation involves a center or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the Contract and determine if the Contractor is in violation of the terms and conditions of said Contract, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

25. **TERMINATIONS.** Either party may cancel this Contract during the term of this Contract, for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. Said 30 days' notice provision may be extended, *but not beyond June 30<sup>th</sup>*, in the event of a grievance procedure on the part of the Contractor.

26. **RETURN OF FUNDS.** Contractor may be required to reimburse Agency for any costs or expense, which may be disallowed as a result of an audit/monitoring by the Agency, federal/state government or agency thereof.

27. **EMERGENCY TERMINATION.** In those instances where the Contract violation threatens the health, welfare, and safety of participants and/or staff of the Contractor, an emergency may be declared. After an emergency hearing and determination by the Agency Governing Board Executive Committee, this Contract may be declared null and void and all payments to Contractor terminated.

28. **INDEMNITY AND INSURANCE.**

(A) **Hold Harmless Agreement.** Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss and causes of action, of whatever nature, arising from any act, omission or negligence of Contractor or Contractor's agents or employees, to any person or to the property of any person, or arising from any accident, injury or damage whatsoever caused to any person or the property of any person occurring during the term of this Contract. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.

(B) **Insurance Required.** Contractor hereby agrees during the term hereof to maintain adequate public liability, product liability, bond insurance and other insurance deemed necessary by the Northeast Nebraska Area Agency on Aging, which shall include but not limited to fire and extended coverage insurance on all buildings, equipment and/or contents purchased in whole or in part by funds received from Agency, with reputable insurance companies approved by Agency as hereafter set forth and, upon request, to furnish agency with certificates of insurance properly executed by the insurance company evidencing such fact, giving 30 days prior written notice to Agency in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by Contractor shall include minimum insurance coverage of:

- a. General Aggregate insurance coverage of two million dollars
- b. Product Liability insurance coverage of two million dollars
- c. Per occurrence of one million dollars
- d. Bonding insurance coverage for a dollar amount approximate to the dollar amount on deposit in Contractor's bank accounts

The Northeast Nebraska Area Agency on Aging shall be named as additional insured on all such insurance policies.

29. **FAILURE TO PROVIDE MEALS.** In the event that the Contractor fails to provide a meal or meals to the participants, as agreed upon herein, the Agency may procure a meal or meals or other food elsewhere, and charge or deduct from any amount payable to the Contractor the cost of such replacement meal or meals or other food, plus any expenses incurred by the Agency in procuring such replacement meal or meals or other food.

30. **ASSIGNMENT OF CONTRACT.** Contractor shall not assign this Contract, or any part thereof, nor subcontract any of Contractor's duties or responsibilities hereunder, without obtaining the prior written consent of the Agency.

31. MISCELLANEOUS PROVISIONS.

- (A) This Contract shall be governed by and construed under the laws of the State of Nebraska.
- (B) This Contract shall insure to and be binding upon the parties hereto, their successors, assigns and transferees.
- (C) The parties hereto agree that with respect to the performance of all terms, conditions and covenants of this Contract, time is of the essence.
- (D) This Contract contains all agreements of the parties with respect to any matter mentioned herein. No prior Contract or understanding pertaining to any such matter shall be effective.
- (E) This Contract may only be modified in writing and signed by the parties in interest at the time of such modification.
- (F) All provisions of this Contract are subject to the Americans with Disabilities Act (20CFR 1601, 38 CFR 35).
- (G) Designated serving sites as indicated on page 1 #2 AGREEMENT shall be: \_\_\_\_\_


Realife and Westport Apartments, which are independent living quarters.

IN WITNESS WHEREOF, this Contract has been executed by duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

NORTHEAST NEBRASKA AREA AGENCY ON AGING (Agency)

By   
Chairman, Governing Board, NENAAA

ATTEST

By   
Connie Cooper  
Executive Director, NENAAA

City of Columbus  
(Contractor)

By \_\_\_\_\_  
Contract President/Chairman

ATTEST:

By \_\_\_\_\_  
Contract Manager/Coordinator

## **Title III E Family Caregiver Support Contract**

This Contract is made and entered into this 1<sup>st</sup> day of July, 2024 by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called “Agency” and City of Columbus hereinafter called “Contractor”.

### **I. General Terms**

#### **A. Provision of Service:**

Caregiver Support Group: A service that facilitates a peer-to-peer support group. Caregivers will discuss their common experiences and concerns and develop a mutual support system. It may include instruction to improve knowledge and performance of specific skills relating to their caregiving roles and responsibilities. Skills may include activities related to health, nutrition, and financial management, providing personal care, and communicating with health care providers and other family members. It must be conducted in-person and be provided in group settings.

#### **B. Service Area: Planning and service area counties.**

#### **C. Term: Shall be for a period of one year commencing July1, 2024 and ending June 30, 2025.**

#### **D. Reimbursement to Contractor:**

- a. Caregiver Support Group: \$250 per unit for 12 units budgeted which includes 12 monthly caregiver support group meetings, for a total allocation of \$3,000. Supporting documentation is the sign-in sheet.

A unit will be reimbursed if there are no participants at the support group with evidence of advertisement of the support group for supporting documentation. The Agency will contact the senior center after two months of no participants to discuss the promotion/marketing and the future of the caregiver support group. The caregiver support group must be organized/promoted by the senior center.

- b. Caregiver Appreciation: \$500 has been allocated for a caregiver appreciation event that must be held between October 16<sup>th</sup> and December 15<sup>th</sup>. Cost incurred during the months of September – December can be submitted to the Agency for reimbursement. Invoices cannot be dated past December 31<sup>st</sup>. No gifts or gift cards can be given to the caregivers.

The Agency and Contractor therefore enter into the following:

### **II. Scope of Service**

- A. This Contract provides for Family Caregiver Support services.

- B. As of the 2016 Reauthorization of the Older Americans Act, the following specific populations of caregivers are eligible to receive services:
- Adult family members or other informal caregivers age 18 and older providing care to individuals 60 years of age and older
  - Adult family members or other informal caregivers age 18 and older providing care to individuals of any age with Alzheimer’s disease and related disorders
  - Older relatives (not parents) age 55 and older providing care to children under the age of 18; and
  - Older relatives, including parents, age 55 and older providing care to adults ages 18-59 with disabilities.
- 
- C. Services will be delivered at Columbus Senior Center.
- D. All Title III E Family Caregiver Support services provided will be delivered in a manner which conforms to Standards of the Nebraska Department of Health and Human Services, State Unit on Aging.

**II. Contractor Duties**

- A. Identify individuals eligible to receive Title III E Family Caregiver Support Services. This will inform older individuals and their caregivers of the availability of Title III E Family Caregiver Support services under this Contract.
- B. Provide the following Family Caregiver Support services but not limited to:
- Caregiver Support Group
- C. Provide a caregiver appreciation that can be to honor and acknowledge the caregivers in their community.
- D. Submit financial/III E reports to the Agency as per the established schedule. Financial/III E reports must be filed to the Agency office by the 5<sup>th</sup> day of each month.
- If Contractor cannot meet the report deadline, communication by the Contractor to the Agency may allow flexibility with deadline reimbursement.

When the 5<sup>th</sup> day of the month falls on a Saturday or Sunday, reports are due the Monday after. Any Contractor failing to meet the reporting deadline will not get reimbursed for that month. Funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate.

Reimbursement occurs after the Governing Board meeting of the Agency on the third Thursday of each month.

Contractor agrees to provide the Agency with any and all data and information as may be requested, and Contractor shall promptly and accurately submit written

information to Agency whenever requested to do so. All information shall be delivered via email. Examples of data and information include but not limited to sign in sheets, supporting documentation, etc.

- E. Contractor agrees to keep full and accurate sales, financial, procurement, and other necessary records relating to all items covered by this Contract. Contractor shall permit authorized auditors and officials to have access to all records for audit and review. In addition, authorized officials of the Agency shall have the right to conduct on-site or off-site reviews of but not limited to all files pertinent to the annual evaluation. Examples of data and information include but not limited to invoices, newsletters, etc.

The submission of any false or misleading report by Contractor or the request of the Contractor for the Agency to pay for the same service covered by any contractor shall result at the option of the Agency in the immediate cancellation of the Contract. Contractor shall be liable for any and all damages or loss caused by the submission of any false or misleading report.

- F. Personal purchases such as food, office items, personal motel charges made from the Contractor's accounts such as checking, savings, and/or credit card shall result at the option of the Agency in the immediate cancellation of the Contract.
- G. Gift cards/gift certificates are not allowed as a Title III E expense.
- H. Attend all meetings and trainings as requested by the Agency.

### **III. Agency Duties**

- A. Reimburse the Contractor for units of services provided under this contract.
- B. Provide the Contractor with forms for reports, units of service and expenditures of services provided under this Contract.
- C. Work with the Contractor to develop local programs to reach the target population.
- D. Monitor the Title III E Family Caregiver Support Service activities to ensure that the terms and agreement of this Contract are fulfilled.
- E. The Agency shall indemnify and hold harmless Contractor for claims arising by reason of any act or omission of the Agency under this Contract.
- F. Provide training and hold meetings on an on-going basis for the Contractor about Family Caregiver Support activities.

### **IV. Administrative Provisions**

- A. Contractor shall comply with all of the rules, regulations and policies of the Federal, State and Agency.
- B. All equipment purchased or repaired with funds resulting from this Contract shall remain property of the Contractor as long as the equipment is used to benefit the local program. This equipment cannot be sold or otherwise disposed of without obtaining the prior written permission of Agency.
- C. The Contractor shall have a working computer, scanner, and Internet at the Senior Center to provide the required information, receive communication from the Agency, and keep the confidential information at the Senior Center.
- D. In the event that program funds received by the Agency from the Nebraska Department of Health and Human Services are not allocated to the Agency, the Agency has the right to reduce the grant funds to the Contractor accordingly.
- E. Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss, and causes of action of whatever nature arising from any act, omission or negligence of Contractor or Contractor's agents, or employees to any person or the property of any person or arising from any accident, injury, or damage whatsoever caused to any person or the property of any person occurring during the term of the Contract. This shall include indemnity against all costs, expenses, and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.
- F. All provisions of the Contract are subject to the Americans with Disabilities Act.

**V. Contract Compliance and Enforcement**

It is the responsibility of the Agency staff to inform the Agency Executive Director of any Contractor's failure to comply with the terms of this Contract. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Contract:

(A) Notification of Non-Compliance of III E Family Caregiver Support Program: After it has been determined by Agency staff that the terms of this Contract are not being met, written notification of non-compliance shall be sent to the Contractor by the Area Agency. The notification shall set forth the portion of the Contract being violated.

(1) Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of the Agency shall notify the contractor in writing that funding shall be withheld until such time Contractor is in compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) Loss of funding. The Executive Director of the Area Agency will notify the Contractor, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be

lost. Current non-compliance of Contract will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

(B) Grievance Procedure. In the event that a dispute arises under this Contractor with the caregiver support program within the senior center on the part of Contractor, such dispute shall first be taken to the Case Manager of the Caregiver Support Program or Fiscal Officer of the Agency. If said dispute is not settled to the satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:

- Public Hearing. A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this agreement. In the event the Compliance Board, as set forth herein, determines that the terms of this Contract were not violated, then those services provided by contractor after termination notice will be paid.
- Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one senior center manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a caregiver services site or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the agreement and determine if the contractor is in violation of the terms and conditions of said Contract, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

## **VI. Termination or Suspension**

This contract is contingent upon availability of funds. In the event funds for this service are not available to the Agency, the Agency may terminate the contract by written notice of 30 working days, and no further services or payment for services shall be rendered.

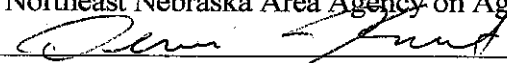
If either the Contractor or the Agency abandons, non-performs, or before completing, discontinues services or if the commencement, or timely completion of the service by either party is rendered improbably, infeasible, or illegal the

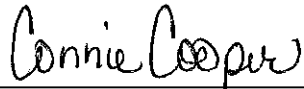
other party may, by written notice of 30 days, terminate or suspend any or all of this obligation under this Contract until such time as the events or conditions resulting in such suspension has ceased or been corrected.

Either party may terminate this Contract by providing 30 days written notice of the termination to the other party.

Contractor may be required to reimburse Agency for any costs or expenses which may be disallowed as a result of an audit/monitoring by the Agency, federal/state government of agency thereof.

IN WITNESS THEREOF, this Contract has been executed by duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Northeast Nebraska Area Agency on Aging (Agency)  
By   
Chairman, Governing Board

ATTEST:  
By   
Connie Cooper, Executive Director, NENAAA

\_\_\_\_\_  
City of Columbus  
(Contractor)

By \_\_\_\_\_  
Board Chairman/designated person

ATTEST  
By \_\_\_\_\_  
Manager/Coordinator

4.D. Resolution No. R24-63 approving Change Order No. 1 with Rutjens Construction, Inc. in the reduced amount of \$35,772.60 for modifications, additions, and final quantities in conjunction with the Lost Creek Parkway water main extension project. *CIP #22-031*

# DRAFT

## RESOLUTION NO. R24-63

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING CHANGE ORDER NO. 1 WITH RUTJENS CONSTRUCTION, INC. FOR FINAL PROJECT CHANGE ORDER IN THE DEDUCTED AMOUNT OF \$35,722.60 FOR MODIFICATIONS, ADDITIONS, AND FINAL QUANTITIES IN CONJUNCTION WITH THE LOST CREEK PARKWAY WATER MAIN EXTENSION PROJECT.

WHEREAS, Resolution No. R22-152 awarded the construction contract to Rutjens Construction, Inc.; and

WHEREAS, modification, additions, and final constructed quantities were measured and determined; and

WHEREAS, city staff and representatives of Rutjens Construction, Inc. and HDR Engineering discussed said modifications; and

WHEREAS, Rutjens Construction, Inc. has concurred on the proposed modifications as identified in Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Change Order No. 1 with Rutjens Construction, Inc. for Final Project Change Order in the deducted amount of \$35,722.60 for the Lost Creek Parkway water main extension project is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

The City of **Columbus**

**MEMORANDUM**

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**DATE:** May 30, 2024  
**FROM :** Richard Bogus, P.E. City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Lost Creek Parkway Water Main Extension – End of Project Closeout Change Order No. 1

**RECOMMENDATION:**

I recommend approval of the end of project closeout Change Order No. 1 with Rutjens Construction, Inc. for revisions to final quantities in the combined deducted amount of \$35,722.60 for the Lost Creek Parkway Water Main Extension

**DISCUSSION:**

The end of project closeout change order includes the following main items:

Hydrant extensions and offsets, increase size of water main at 48<sup>th</sup> Avenue, tree removal along US Highway 81 and measured installed quantities. The result was a deduct in the contract amount.

Final project cost was lowered to \$3,973,659.90. Change order deduct amount is just under 1 percent of the total.

**FISCAL IMPACT:**

Change order deduct amount of \$35,722.60. Part of 2023-2024 budget CIP 22-031. The project was over two fiscal years.

**ALTERNATIVE:**

None, it is a project close out change order

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

**CHANGE ORDER NO. 1 - Final**

Owner: City of Columbus, NE  
 Engineer: HDR  
 Contractor: Rutjens Construction, Inc.  
 Project: Lost Creek Parkway Water Main Extension  
 Date Issued: May 14, 2024

Owner's Project No.:  
 Engineer's Project No.: 10348510  
 Contractor's Project No.: 839  
 Effective Date of Change Order: 5.14.24

The Contract is modified as follows upon execution of this Change Order:

**Description:**

1. CPR 01: Hydrant extensions and offsets.
2. CPR 02: Increase size of water main at 48<sup>th</sup> Avenue.
3. CPR 03: Tree removal on Highway 81.
4. Measured installed quantities.

Attachment: Summary of Quantity Changes

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 4,009,382.50	Original Contract Times: Substantial Completion: 150 Calendar Days Ready for final payment: 180 Calendar Days
Increase from previously approved Change Orders: \$ 0	Increase from previously approved Change Orders: Substantial Completion: None Ready for final payment: None
Contract Price prior to this Change Order: \$ 4,009,382.50	Contract Times prior to this Change Order: Substantial Completion: 150 Calendar Days Ready for final payment: 180 Calendar Days
Increase this Change Order: \$ (35,722.60)	Increase this Change Order: Substantial Completion: None Ready for final payment: None
Contract Price incorporating this Change Order: \$ 3,973,659.90	Contract Times with all approved Change Orders: Substantial Completion: 150 Calendar Days Ready for final payment: 150 Calendar Days

<p align="center">Recommended by Engineer</p> <p>By: <u><i>Chris Mueing</i></u>                  Title: Project Manager                  Date: <u>5/21/24</u></p> <p align="center">Authorized by Owner</p> <p>By: _____                  Title: _____</p>	<p align="center">Accepted by Contractor</p> <p><u><i>[Signature]</i></u>                  V. PROSIDENT                  5/20/24</p>
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Date:

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It is agreed to modify the Contract referred to above as follows:

ITEM NO.	ITEM AND DESCRIPTION OF CHANGES	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
5	Delete 1,510 LF "Install, Maintain, and Remove Straw Wattle" @ \$5.00 per LF	\$(7,550.00)	-
6	Delete 12,521 SY "Install Erosion Control Fabric and Seeding" @ \$1.60 per SY	(20,033.60)	-
11	Delete 3 LF "Jack and Bore 16" Steel Casing with 8" Water Main" @ \$455.00 per LF	(1,365.00)	-
12	Delete 129 LF "Jack and Bore 18" Steel Casing with 12" Water Main" @ \$585.00 per LF	(75,465.00)	-
13	Add 119 LF "Jack and Bore 30" Steel Casing with 18" Water Main" @ \$615.00 per LF	73,185.00	
14	Add 2 LF "Construct 8" Water Main" @ \$42.00 per LF	84.00	
15	Delete 59 LF "Construct 12" Water Main" @ \$61.00 per LF	(3,599.00)	
16	Add 109 LF "Construct 18" Water Main" @ \$121.00 per LF	13,189.00	
17	Add 1 EA "Connect to Existing 18" Water Main" @ \$3,150.00 per EA	3,150.00	
20	Delete 1 EA "Construct 18" x 18" x 6" Tee" @ \$2,251.00 per EA	(2,251.00)	
21	Delete 2 EA "Construct 18" 45 Degree Bend" @ \$2,115.00 per EA	(4,230.00)	
22	Delete 1 EA "Construct 18" 11.25 Degree Bend" @ \$2,045.00 per EA	(2,045.00)	
23	Delete 1 EA "Construct 18" Plug with Thrust Block" @ \$1,315.00 per EA	(1,315.00)	
24	Delete 1 EA "Connect to Existing 12" Water Main" @ \$1,525.00 per EA	(1,525.00)	
25	Delete 2 EA "Construct 12" 45 Degree Bend" @ \$892.00 per EA	(1,784.00)	

26	Delete 1 EA "Construct 8" x 8" x 6" Tee" @ \$585.00 per EA	(585.00)	
27	Delete 2 EA "Construct Fire Hydrant Assembly Incl. 6" Gate Valve" @ \$5,525.00 per EA	(11,050.00)	
33	Delete 1 EA "Construct 18" x 12" Reducer" @ \$1,555.00 per EA	(1,555.00)	
34	Delete 1 EA "Construct 12" x 6" Reducer" @ \$545.00 per EA	(545.00)	
47	Add 158.LF "Fire Hydrant Extra Lead" @ \$40.00 per LF	6,320.00	
48	Add 8 EA "24" Gradelok" @ \$995.00 per EA	7,960.00	
49	Add 9 EA "12" Gradelok" @ \$875.00 per EA	7,875.00	
15A	Add 65 LF "Construct 12" Water Main" @ \$61.00 per LF	3,965.00	
16A	Delete 50 LF "Construct 18" Water Main" @ \$123.00 per LF	(6,150.00)	
21A	Delete 2 EA "Construct 18" 45 Degree Bend" @ \$2,115.00 per EA	(4,230.00)	
23A	Delete 1 EA "Construct 18" Plug with Thrust Block" @ \$1,315.00 per EA	(1,315.00)	
27A	Delete 1 EA "Construct Fire Hydrant Assembly Incl. 6" Gate Valve" @ \$5,615.00 per EA	(5,615.00)	
37A	Delete 1 EA "Construct 12" x 12" x 6" Tee" @ \$1,043.00 per EA	(1,043.00)	
38A	Delete 1 EA "Construct 12" Plug with Thrust Block" @ \$688.00 per EA	(688.00)	
47A	Add 140 LF "Fire Hydrant Extra Lead" @ \$40.00 per LF	5,600.00	
12B	Delete 11 LF "Jack and Bore 18" Steel Casing with 12" Water Main" @ \$585.00 per LF	(6,435.00)	

15B	Add 36 LF "Construct 12" Water Main" @ \$61.00 per LF	2,196.00	
16B	Delete 6 LF "Construct 18" Water Main" @ \$122.00 per LF	(732.00)	
21B	Delete 2 EA "Construct 18" 45 Degree Bend" @ \$2,115.00 per EA	(4,230.00)	
24B	Add 1 EA "Connect to Existing 12" Water Main" @ \$1,525.00 per EA	1,525.00	
27B	Delete 2 EA "Construct Fire Hydrant Assembly Incl. 6" Gate Valve" @ \$5,525.00 per EA	(11,050.00)	
37B	Delete 2 EA "Construct 12" x 12" x 6" Tee" @ \$1,043.00 per EA	(2,086.00)	
38A	Delete 1 EA "Construct 12" Plug with Thrust Block" @ \$688.00 per EA	(688.00)	
39B	Delete 1 EA "Construct 12" Gate Valve" @ \$3,540.00 per EA	(3,540.00)	
40B	Delete 1 EA "Construct 12" 90 Degree Bend" @ \$972.00 per EA	(972.00)	
48B	Add 1 LS "Tree Removal" @ \$28,500.00 per LS	28,500.00	
	Difference Net	(\$35,722.60)	

4.E. Resolution No. R24-64 authorizing payment of various improvement projects.

**RESOLUTION NO. R24-64**

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: RUTJENS CONSTRUCTION, LOST CREEK PARKWAY WATER MAIN EXTENSION, \$619,705.82; STA-BILT, ARMOR COAT SURFACING IMPROVEMENTS 2024, \$81,934.74.

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:

Rutjens Construction	Lost Creek Parkway Water	
	Main Extension	\$ 619,705.82
Sta-Bilt.	Armor Coat Surfacing	
	Improvements 2024	\$ 81,934.74

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

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

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM:

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

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

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Columbus</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>HDR</u>	<b>Engineer's Project No.:</b> <u>10348510</u>
<b>Contractor:</b> <u>Rutjens Construction</u>	<b>Contractor's Project No.:</b> <u>839</u>
<b>Project:</b> <u>Lost Creek Parkway Water Main Extension</u>	
<b>Contract:</b> _____	
<b>Application No.:</b> <u>5 Final</u>	<b>Application Date:</b> <u>5/21/2024</u>
<b>Application Period:</b> <u>From 11/28/2023</u>	<u>to 5/21/2024</u>

1. Original Contract Price	\$ 4,009,382.50
2. Net change by Change Orders	\$ (35,722.60)
3. Current Contract Price (Line 1 + Line 2)	\$ 3,973,659.90
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,973,659.90
5. Retainage	
a. <u>0%</u> X \$ 3,973,659.90 Work Completed =	\$ _____
b. <u>5%</u> X \$ _____ Stored Materials =	\$ _____
c. Total Retainage (Line 5.a + Line 5.b)	\$ _____
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 3,973,659.90
7. Less previous payments (Line 6 from prior application)	\$ 3,353,954.08
8. Amount due this application	\$ 619,705.82
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ _____

**Contractor's Certification**

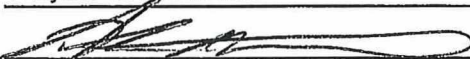
The undersigned Contractor certifies, to the best of its knowledge, the following:


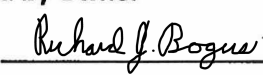
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Rutjens Construction

**Signature:**  **Date:** 5/21/2024

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u></u>	<b>By:</b> <u></u>
<b>Title:</b> <u>Project Manager</u>	<b>Title:</b> <u>City Engineer</u>
<b>Date:</b> <u>5/21/24</u>	<b>Date:</b> <u>5-28-2024</u>
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____



## Contractor's Application and Certificate of Payment

100-150-57200-21068 - 80,000

200-200-57300-20070 - 1,934.74

Contractor's Application for Payment No: 1 - FINAL		
Application Period: (From - to)		
To: City of Columbus (Owner)	From (Contractor): Sta-Bilt	Contractor's Project No.:
Project Name: ARMOR COAT SURFACING IMPROVEMENTS 2024		Via ( Consulting Engineer / Architect):
Fiscal Year Budget Number: 100-150-57200-21068		

### Application For Payment

#### Field Order and Change Order Summary

Field (FO#) and Change Orders (CO#) Approved:		
Number	Additions	Deductions
Field Order No. 1	\$ 12,123.27	
TOTALS	\$ 12,123.27	\$ -
NET CHANGE	\$ 12,123.27	

1. ORIGINAL CONTRACT PRICE.....	\$	69,811.47
2. Net change by Field Order and Change Orders.....	\$	12,123.27
3. Current Contract Price (Line 1 ± 2).....	\$	81,934.74
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	81,934.74
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)		
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	81,934.74
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....		
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	81,934.74
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$	-

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

Contractor's Certification	
<p>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.</p>	
Contractor: Sta-Bilt Construction Company	
By: <i>David Pope</i>	Date: 05/20/2024
Printed/Typed Name: David Pope	

Payment of:	_____	
	(Line 8 or other - attach explanation of the other amount)	
is recommended by:	_____	_____
	(Consulting Engineer/Architect)	(Date)
Payment of:	\$	81,934.74
is approved by:	_____	_____
	<i>Richard J. Bogue</i>	5-29-2024
	(City Engineer)	(Date)
Approved by:	_____	_____
	Funding Agency (if applicable)	(Date)

4.F. Payroll and bills on file.

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
101138	THE LIFEGUARD STORE	05/10/2024	06/04/2024	7,472.00	7,472.00	Open	N
101140	D & K PRODUCTS	05/14/2024	06/04/2024	5,574.00	5,574.00	Open	N
101199	SECURITY EQUIPMENT INC	05/16/2024	06/04/2024	8,385.00	8,385.00	Open	N
101333	PETE LIEN & SONS INC.	05/20/2024	06/04/2024	6,724.66	6,724.66	Open	N
101416	SERVICEMASTER BY SHEVLIN	06/01/2024	06/04/2024	6,980.00	6,980.00	Open	N

# of Invoices:	5	# Due:	5	Totals:	35,135.66	35,135.66
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 35,135.66      35,135.66

--- TOTALS BY FUND ---

100 - GENERAL FUND	20,026.00	20,026.00
500 - UTILITY SERVICE	6,724.66	6,724.66
520 - WATER	8,385.00	8,385.00

--- TOTALS BY DEPT/ACTIVITY ---

130 - LIBRARY	6,980.00	6,980.00
151 - PAWNEE PLUNGE WATER PARK	7,472.00	7,472.00
156 - QUAIL RUN GOLF COURSE	5,574.00	5,574.00
501 - WASTEWATER TREATMENT FAC	6,724.66	6,724.66
520 - WATER	8,385.00	8,385.00

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11136 06/04/2024	ACCENT FLORAL & GALLERIA INVOICE	5.19.2024	PAPER FLORAL CLASS	60.00	
			Total:	60.00	
			Net of 1 Invoices / 0 Checks	60.00	
00116 06/04/2024	ACE HARDWARE & GARDEN CNT INVOICE	203803/5	TIRE & TUBE SEALANT, TRANSPLANTER, TROWEL	46.97	
06/04/2024	INVOICE	203822/5	SPREADER	149.99	
06/04/2024	INVOICE	203645/5	BOX OUTLET, TOG SWITCH KIT	13.98	
06/04/2024	INVOICE	203642/5	2 - LEAF RAKES	55.98	
06/04/2024	INVOICE	203620/5	SILICONE	8.59	
06/04/2024	INVOICE	203614/5	CAP HOSE BRASS	5.99	
06/04/2024	INVOICE	203603/5	SPRAY PAINT	8.59	
06/04/2024	INVOICE	203602/5	GATORLINE MAGNUM	49.99	
06/04/2024	INVOICE	203598/5	HOME/GARDEN SPRAY, WATER JET NOZZLE	22.98	
06/04/2024	INVOICE	203764/5	PROPANE	34.01	
06/04/2024	INVOICE	203695/5	DRYWALL PRIMER, BRUSH	34.58	
06/04/2024	INVOICE	203693/5	AIR FILTER	27.98	
06/04/2024	INVOICE	203686/5	BIT - DRILL	27.99	
06/04/2024	INVOICE	203665/5	GATORLINE	14.99	
06/04/2024	INVOICE	203658/5	PAINT, PAINT BRUSH SET	167.95	
06/04/2024	INVOICE	203845/5	TARP POLY, BAR & CHAIN OIL	38.99	
06/04/2024	INVOICE	203809/5	CAP PVC	15.99	
06/04/2024	INVOICE	203903/5	BAGS 33 GAL	14.99	
06/04/2024	INVOICE	203902/5	TRIMMER LINE	17.99	
06/04/2024	INVOICE	199174/5	MOUSE TRAPS	2.59	
06/04/2024	INVOICE	203952/5	NUTS, BOLTS, SCREWS	6.00	
06/04/2024	INVOICE	203953/5	COUPLER/PLUG SET, AIR COUPLER	15.58	
06/04/2024	INVOICE	203976/5	STRAINER WIRE MESH	7.59	
			Total:	790.28	
			Net of 23 Invoices / 0 Checks	790.28	
00180 06/04/2024	ADVANCE AUTO PARTS INVOICE	5606414265247	V-BELT	5.14	
			Total:	5.14	
			Net of 1 Invoices / 0 Checks	5.14	
00102 06/04/2024	AG SPRAY EQUIPMENT INVOICE	826691	FOAM MARKER KIT	785.15	
			Total:	785.15	
			Net of 1 Invoices / 0 Checks	785.15	
10561 06/04/2024	ARNOLD MOTOR SUPPLY INVOICE	78NV105404	ENGINE OIL FILTER	9.28	
06/04/2024	INVOICE	78NV107206	WIRE BRAID HOSE, RGS BOX BLUE	101.19	
06/04/2024	INVOICE	78NV107163	FUEL FILTER, ENGINE OIL FILTER	58.66	
06/04/2024	INVOICE	78NV107043	FUEL FILTER	16.94	
06/04/2024	INVOICE	78NV106861	OIL SEALS	15.46	
06/04/2024	INVOICE	78NV106914	OIL SEALS	15.46	
06/04/2024	INVOICE	78NV107165	NITRILE XL, OIL FILTER, PM 0W20 SYN	58.54	
06/04/2024	INVOICE	78NV107444	ALTERNATOR	249.80	
06/04/2024	INVOICE	78NV107973	OIL FILTER, RAVEN NITRILE	31.58	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	556.91	
			Net of 9 Invoices / 0 Checks	556.91	
10348	BLUE TO GOLD LLC				
06/04/2024	INVOICE	BTG-CN-41050	MASTERING SEARCH & SEIZURE	225.00	
			Total:	225.00	
			Net of 1 Invoices / 0 Checks	225.00	
00337	BOMGAARS				
06/04/2024	INVOICE	35329076	RATCHETING TIE DOWN, DISC	50.26	
06/04/2024	INVOICE	35334476	PVC/DWV CELL CORE	27.81	
06/04/2024	INVOICE	35332175	HOLE SAW	48.13	
06/04/2024	INVOICE	35324176	CABLE TIES	38.46	
06/04/2024	INVOICE	35324756	BATTERY	129.99	
06/04/2024	INVOICE	35325782	DUCT TAPE	53.96	
06/04/2024	INVOICE	35328056	PASTURE GATE	251.99	
06/04/2024	INVOICE	35328298	MUD FLAPS, BUSHINGS, PLUGS	30.33	
06/04/2024	INVOICE	35328600	BLOWER	159.99	
06/04/2024	INVOICE	35328478	DRIVER BIT SET, SPRING WATER	33.18	
06/04/2024	INVOICE	35329078	BLO-GUN, KIT	42.98	
06/04/2024	INVOICE	35329301	BLASTER BIG SHOT, GREASE	72.86	
06/04/2024	INVOICE	35332061	CHISEL	17.99	
06/04/2024	INVOICE	35332132	ELBOW, BULKHEAD, BUSHING	44.05	
06/04/2024	INVOICE	35332370	BULK SEED, LAWN STARTER, MOLE MAX	51.73	
06/04/2024	INVOICE	35332911	TANK CLEANER	19.98	
06/04/2024	INVOICE	35333506	PRIMER, PVC COUPLING	13.37	
06/04/2024	INVOICE	35334001	SELF DRILL SCREWS	18.58	
06/04/2024	INVOICE	35336455	BRAKE FLUID, WD-40	13.48	
06/04/2024	INVOICE	35338284	GEAR PULLER, C CLAMP	17.98	
06/04/2024	INVOICE	35332639	ROUNDUP	29.99	
06/04/2024	INVOICE	35334527	CARB CLEANER, TALL FESCUE, ELECTRIC CLEANER	119.42	
06/04/2024	INVOICE	35335562	DOG FOOD, CABLE TIES, TARPS	285.91	
06/04/2024	INVOICE	35341617	DIAGONAL PLIERS	13.98	
06/04/2024	INVOICE	35342392	REPLACEMENT HANDLE, UTILITY BLADES, KNIFE	43.96	
06/04/2024	INVOICE	35332693	EVA TUBING, ELBOW, ADAPTER, FASTENERS	51.87	
06/04/2024	INVOICE	35339100	QUICK CONNECT PLUG	3.49	
06/04/2024	INVOICE	35324954	GASKET MATERIAL, ANTI-SIEZE LUBRICANT, SCREW	49.47	
			Total:	1,735.19	
			Net of 28 Invoices / 0 Checks	1,735.19	
00240	BOUND TREE MEDICAL LLC				
06/04/2024	INVOICE	85356027	DRESSING, GAUZE, TRAUMA DRESSING, COLD PACK	487.58	
			Total:	487.58	
			Net of 1 Invoices / 0 Checks	487.58	
00111	BRUNKEN JED				
06/04/2024	INVOICE	6.01.2024	ANNUAL LEASE FOR QR SIGN PLACEMENT	1.00	
			Total:	1.00	
			Net of 1 Invoices / 0 Checks	1.00	
10959	BSN SPORTS LLC				
06/04/2024	INVOICE	925733326	SMART POLE GROUND SOCKETS	114.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	114.99	
			Net of 1 Invoices / 0 Checks	114.99	
11105 06/04/2024	BURNS & MCDONNELL ENGINEERING CO INVOICE	163183-3	R23-129 TRAFFIC SIGNAL ANALYSIS	39,938.40	
			Total:	39,938.40	
			Net of 1 Invoices / 0 Checks	39,938.40	
10220 06/04/2024	CAPITAL CITY CONCEPTS LLC INVOICE	5.24.2024	WAGE/BENEFIT STUDY	22,000.00	
			Total:	22,000.00	
			Net of 1 Invoices / 0 Checks	22,000.00	
10626 06/04/2024	CAPITAL ONE - WALMART INVOICE	897409	ASSORTED BAGS OF CANDY FOR SUMMER READING P	51.61	
06/04/2024	INVOICE	03697	SS BLUE 7.5	6.00	
06/04/2024	INVOICE	00531	TRASH BAGS, TOWELS, GLOVES, BOUNTY, BROOM, I	74.36	
06/04/2024	INVOICE	03979	RELISH, MUSTARD, WRAPPERS, KETCHUP, SANDWIC	49.55	
06/04/2024	INVOICE	04377	WATER	58.96	
06/04/2024	INVOICE	01335	WATER	10.72	
06/04/2024	INVOICE	03273	PAPER CLIPS, POST IT, FLY SWATTER, INSECTIC	167.33	
06/04/2024	INVOICE	04879	WATER, BUNS, BL MT HD 30, 18CT CLASSIC	77.64	
06/04/2024	INVOICE	01697	WATER	21.84	
06/04/2024	INVOICE	02487	BEDDING	253.00	
06/04/2024	INVOICE	02959	MOUSE	34.88	
			Total:	805.89	
			Net of 11 Invoices / 0 Checks	805.89	
10795 06/04/2024	CHESTERMAN COMPANY INVOICE	11378654	CONCESSIONS PAWNEE PLUNGE	2,316.14	
06/04/2024	INVOICE	11378089	GERRARD PARK CONCESSIONS	604.12	
06/04/2024	INVOICE	11370821	GERRARD PARK CONCESSIONS	1,000.08	
			Total:	3,920.34	
			Net of 3 Invoices / 0 Checks	3,920.34	
10642 06/04/2024	CHROME N' STEEL TRUCK & TRAILER LLC INVOICE	8275	GREEN 50/50 ANTIFREEZE, CHECK CODES	45.57	
06/04/2024	INVOICE	8259	REPLACE TURBO	3,433.06	
			Total:	3,478.63	
			Net of 2 Invoices / 0 Checks	3,478.63	
03140 06/04/2024	COLUMBUS AREA CHAMBER OF INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
00036 06/04/2024	COLUMBUS CUSTOM EMBROIDERY INVOICE	E45030	CLOTHING	372.00	
06/04/2024	INVOICE	E45013	CLOTHING	729.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,101.00	
			Net of 2 Invoices / 0 Checks	1,101.00	
00127 06/04/2024	COLUMBUS SCREEN PRINTING INVOICE	035963	T-SHIRTS & HOODIES	610.00	
			Total:	610.00	
			Net of 1 Invoices / 0 Checks	610.00	
03143 06/04/2024	COLUMBUS TIRE & SERVICE INVOICE	1-29884	3 - TIRE REPAIRS	78.00	
			Total:	78.00	
			Net of 1 Invoices / 0 Checks	78.00	
10822 06/04/2024	COMTE RYAN INVOICE	5.28.2024	BARRELHOUSE BEATS AND EATS: 6/15/2024	800.00	
			Total:	800.00	
			Net of 1 Invoices / 0 Checks	800.00	
00548 06/04/2024	COX MATT INVOICE	COX	BEATS AND EATS: JUNE 13TH, 2024	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
03149 06/04/2024	CULLIGAN OF COLUMBUS INVOICE	284459	SALT PELLET DELIVERED	54.00	
			Total:	54.00	
			Net of 1 Invoices / 0 Checks	54.00	
01539 06/04/2024	D & K PRODUCTS INVOICE	77849IN	PLANT FOOD	5,574.00	
			Total:	5,574.00	
			Net of 1 Invoices / 0 Checks	5,574.00	
00270 06/04/2024	DANKO EMERGENCY EQUIPMENT INVOICE	133851	BOOTS	14,159.55	
06/04/2024	INVOICE	135561	VH BLACKINTON PINS	360.00	
			Total:	14,519.55	
			Net of 2 Invoices / 0 Checks	14,519.55	
03279 06/04/2024	DAS STATE ACCOUNTING INVOICE	1428150	MONTHLY NETWORK CHARGES	1,356.79	
06/04/2024	INVOICE	1428100	MONTHLY NETWORK CHARGES	307.20	
			Total:	1,663.99	
			Net of 2 Invoices / 0 Checks	1,663.99	
03065 06/04/2024	DOWNEY DRILLING INVOICE	24-176	CLEANING & REPAIR WELL #4	34,227.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	34,227.00	
			Net of 1 Invoices / 0 Checks	34,227.00	
03158	EAKES OFFICE SOLUTIONS				
06/04/2024	INVOICE	INV553623	COPIER CONTRACT	265.43	
06/04/2024	INVOICE	INV553622	COPIER CONTRACT	258.43	
06/04/2024	INVOICE	INV553052	COPIER CONTRACT	178.30	
06/04/2024	INVOICE	8940587-0	MARKER	43.99	
06/04/2024	INVOICE	8940584-0	PUSH PINS, LEGAL PADS, LABELER, CARTRIDGE, 1	151.31	
06/04/2024	INVOICE	8939641-0	HIGHLIGHTER, ACRYLIC NAME PLATE	12.59	
06/04/2024	INVOICE	8940200-0	PAPER	47.10	
06/04/2024	INVOICE	8940193-0	PLASTIC LETTER HOLDER	24.36	
06/04/2024	INVOICE	8939641-1	ACRYLIC NAME PLATE	15.25	
06/04/2024	INVOICE	8943908-0	VIEW BINDER 1", BK	17.13	
06/04/2024	INVOICE	8942323-0	CUSTOM BADGES	57.44	
06/04/2024	INVOICE	INV556114	COPIER CONTRACT	267.13	
			Total:	1,338.46	
			Net of 12 Invoices / 0 Checks	1,338.46	
01398	EARL MAY SEED & NURSERY L.C.				
06/04/2024	INVOICE	00033164	POTTING MIX	16.06	
06/04/2024	INVOICE	00033576	PLANTS & PLANT START	198.99	
			Total:	215.05	
			Net of 2 Invoices / 0 Checks	215.05	
00191	ELECTRIC PUMP INC				
06/04/2024	INVOICE	0906214-IN	GOULDS PUMP 1/2 HP	1,160.37	
			Total:	1,160.37	
			Net of 1 Invoices / 0 Checks	1,160.37	
03161	ELECTRICAL ENGINEERING &				
06/04/2024	INVOICE	8565665-00	SEALING LOCKNUTS, LOW PROFILE CORDGR	8.07	
			Total:	8.07	
			Net of 1 Invoices / 0 Checks	8.07	
01597	ELECTRONIC ENGINEERING				
06/04/2024	INVOICE	855002235-1	REAR ANTENNA CABLE	108.84	
			Total:	108.84	
			Net of 1 Invoices / 0 Checks	108.84	
11119	ELEMECH INC				
06/04/2024	INVOICE	18828	BULK WATER STATION	31,682.75	
			Total:	31,682.75	
			Net of 1 Invoices / 0 Checks	31,682.75	
03162	ELLER HEATING AIR CONDITIONING				
06/04/2024	INVOICE	240517-01	REAPIR TUBE HEATERS	948.86	
			Total:	948.86	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	948.86	
10818 06/04/2024	EMERGENCY SERVICES MKTING CORP INC INVOICE	24-41160	YEAR TWO OF FIVE SUBSCRIPTION 6/11/24-6/10/:	660.00	
			Total:	660.00	
			Net of 1 Invoices / 0 Checks	660.00	
03165 06/04/2024	FASTENAL COMPANY INVOICE	NECOL254571	2,000 BLUE 4X5	329.56	
			Total:	329.56	
			Net of 1 Invoices / 0 Checks	329.56	
03172 06/04/2024	GALLS LLC INVOICE	027894061	BORER & HILGER UNIFORMS	752.40	
06/04/2024	INVOICE	027883805	STRYKE PDU PANTS, RADIO POUCH - ALDRICH QM	131.95	
			Total:	884.35	
			Net of 2 Invoices / 0 Checks	884.35	
03174 06/04/2024	GEHRING CONSTRUCTION & INVOICE	76698	5152 NORTSHORE PLAZA	1,092.00	
06/04/2024	INVOICE	76577	44TH AVE & 27TH STREET	288.88	
			Total:	1,380.88	
			Net of 2 Invoices / 0 Checks	1,380.88	
03178 06/04/2024	GERHOLD CONCRETE COMPANY INVOICE	456279	44TH AVE & 27TH ST	141.64	
			Total:	141.64	
			Net of 1 Invoices / 0 Checks	141.64	
00056 06/04/2024	GODFATHER'S PIZZA INVOICE	6462	PIZZA	214.24	
			Total:	214.24	
			Net of 1 Invoices / 0 Checks	214.24	
11041 06/04/2024	GRANT WRITING USA INVOICE	WW0822-052024-2450	ZOOM CLASS JUNE 13-14	495.00	
			Total:	495.00	
			Net of 1 Invoices / 0 Checks	495.00	
02594 06/04/2024	GREAT PLAINS BUILDING SUPPLY INVOICE	2405-526971	ATHLETIC FIELD MARKER	608.16	
06/04/2024	INVOICE	2405-527278	4X8-1/2" 4 PLY CDX	35.11	
06/04/2024	INVOICE	2405-526976	ATHELIC FIELD MARKER	608.16	
			Total:	1,251.43	
			Net of 3 Invoices / 0 Checks	1,251.43	
02075 06/04/2024	GREAT PLAINS COMMUNICATIONS INVOICE	125755 996-426-002	INTERNET 06/01 -06/30	209.95	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	209.95	
			Net of 1 Invoices / 0 Checks	209.95	
03183	HADLEY-BRAITHWAIT COMPANY				
06/04/2024	INVOICE	231624	TOILET PAPER, CENTER PULL TOWELS	97.90	
06/04/2024	INVOICE	231065	1 GAL POPPING OIL	32.95	
06/04/2024	INVOICE	231529	CONCESSIONS - SKITTLES, AIRHEADS, LOLLIES	612.95	
06/04/2024	INVOICE	231578	TOILET PAPER, MULTI FOLD TOWELS	144.85	
06/04/2024	INVOICE	231543	2 - CASES CENTER PULL TOWELS	97.90	
			Total:	986.55	
			Net of 5 Invoices / 0 Checks	986.55	
00272	HAWKINS INC				
06/04/2024	INVOICE	6752076	CHEMICALS	4,307.10	
			Total:	4,307.10	
			Net of 1 Invoices / 0 Checks	4,307.10	
11152	HIGH PLAINS LIBRARY DISTRICT				
06/04/2024	INVOICE	5.07.2024	DAMAGED INTERLIBRARY LOAN BOOK	17.99	
			Total:	17.99	
			Net of 1 Invoices / 0 Checks	17.99	
11151	HOICH IRRIGATION INC				
06/04/2024	INVOICE	33201	SERVICE CALL - HUNTER SPRAY HEADS, FIXED SP	136.00	
			Total:	136.00	
			Net of 1 Invoices / 0 Checks	136.00	
00150	HOMETOWN LEASING				
06/04/2024	INVOICE	21	COPIER LEASE PAYMENT	175.00	
			Total:	175.00	
			Net of 1 Invoices / 0 Checks	175.00	
01375	INTERNATIONAL CODE COUNCIL INC				
06/04/2024	INVOICE	1001886941	BLEACHERS, ONLINE STUDY GUIDE-B2 COMMERCIAL	101.00	
			Total:	101.00	
			Net of 1 Invoices / 0 Checks	101.00	
02554	INTERSTATE BATTERY SYSTEM				
06/04/2024	INVOICE	360002497	BATTERIES	293.60	
			Total:	293.60	
			Net of 1 Invoices / 0 Checks	293.60	
03199	JACKSON SERVICES INC				
06/04/2024	INVOICE	5309915	SHOP TOWELS ORANGE, UNIFORMS	246.13	
06/04/2024	INVOICE	5309917	SOAP FOAM BAG	36.00	
06/04/2024	INVOICE	5309916	UNIFORMS	139.95	
06/04/2024	INVOICE	5309928	UNIFORMS	27.04	
06/04/2024	INVOICE	5309927	MAT, BAR TOWELS, SHOP TOWELS ORANGE	25.43	
06/04/2024	INVOICE	5309926	UNIFORMS	96.38	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/04/2024	INVOICE	5309925	MATS, ROLLER TOWEL, UNIFORMS	287.07	
06/04/2024	INVOICE	5312309	BAR MOPS, MICROFIBER TOWELS, APRONS	54.62	
06/04/2024	INVOICE	5312333	TEA TOWELS, BAR MOPS	31.06	
06/04/2024	INVOICE	5312314	MAT	25.29	
06/04/2024	INVOICE	5312313	UNIFORMS	76.01	
06/04/2024	INVOICE	5312312	UNIFORMS	26.04	
06/04/2024	INVOICE	5307954	UNIFORMS	26.04	
06/04/2024	INVOICE	5307948	MATS	65.57	
06/04/2024	INVOICE	5307955	UNIFORMS	76.01	
06/04/2024	INVOICE	5304844	UNIFORMS	96.41	
06/04/2024	INVOICE	5304836	UNIFORMS	139.98	
06/04/2024	INVOICE	5302863	UNIFORMS	76.04	
06/04/2024	INVOICE	5302862	UNIFORMS	26.07	
06/04/2024	INVOICE	5302859	BAR MOPS, MICROFIBER TOWELS, APRONS	54.65	
06/04/2024	INVOICE	5304835	UNIFORMS	237.61	
06/04/2024	INVOICE	5302883	TEA TOWELS, BAR MOPS	31.09	
06/04/2024	INVOICE	5307247	MATS, MOPS, POLISH TOWELS, WINDSHIELD WIPES	139.82	
06/04/2024	INVOICE	5305763	UNIFORMS	106.22	
06/04/2024	INVOICE	5304846	UNIFORMS	27.07	
06/04/2024	INVOICE	5304845	MAT	3.07	
Total:				2,176.67	
Net of 26 Invoices / 0 Checks				2,176.67	
00523	JOHN DEERE FINANCIAL				
06/04/2024	INVOICE	4292756	72" HIGH LIFT BLADE	84.99	
Total:				84.99	
Net of 1 Invoices / 0 Checks				84.99	
03202	KELLY SUPPLY COMPANY				
06/04/2024	INVOICE	S12294980-0	12 - 3/8" TUBE X 1/4" FPT CONNECTOR	87.64	
06/04/2024	INVOICE	S12295039-0	HYDRAULIC HOSE, GATES STEM	154.35	
06/04/2024	INVOICE	S12293418-0	UNLOADER VALVE 1/2" X 3/8 EXHAUST	90.18	
06/04/2024	INVOICE	R12510821-0	RETURN - DIAL, PHENOLIC	(160.21)	
Total:				171.96	
Net of 4 Invoices / 0 Checks				171.96	
03206	KOCH EXCAVATING CO INC				
06/04/2024	INVOICE	35315	2 YDS BLACK MULCH	90.00	
Total:				90.00	
Net of 1 Invoices / 0 Checks				90.00	
00012	LAKEVIEW SMALL ENGINE INC				
06/04/2024	INVOICE	053253	OIL FILTERS	27.94	
Total:				27.94	
Net of 1 Invoices / 0 Checks				27.94	
02596	LAWSON PRODUCTS				
06/04/2024	INVOICE	9311568843	3/8 DOT PTC LAWSON BRASS ASSORTMENT	359.36	
Total:				359.36	
Net of 1 Invoices / 0 Checks				359.36	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00822	LINCOLN WINWATER WORKS				
06/04/2024	INVOICE	10213201	6" PIPE	4,894.02	
06/04/2024	INVOICE	10200401	300 FT - 6" DR18	4,894.02	
			Total:	9,788.04	
			Net of 2 Invoices / 0 Checks	9,788.04	
11154	LUXER CORPORATION				
06/04/2024	INVOICE	22010/2024/9657	ANNUAL SUPPORT FEE - LOCKER	1,908.00	
			Total:	1,908.00	
			Net of 1 Invoices / 0 Checks	1,908.00	
02968	LV CONSTRUCTION LLC				
06/04/2024	INVOICE	232270	ASBESTOS SAMPLES TEST & REPORT	605.00	
			Total:	605.00	
			Net of 1 Invoices / 0 Checks	605.00	
03215	M & O DOOR PRODUCTS LLC				
06/04/2024	INVOICE	IN105996	STAMP KEYS	28.00	
			Total:	28.00	
			Net of 1 Invoices / 0 Checks	28.00	
02806	MACQUEEN EQUIPMENT				
06/04/2024	INVOICE	P12958	PIN-TOW BAR	267.48	
06/04/2024	INVOICE	P12937	TOW BAR ASSY, COVER-MAINBROOM, TUBE-COVER, 1	1,356.21	
06/04/2024	INVOICE	W03873	SWEEPER - DIAGNOSIS ELECTRICAL ISSUE WITH F:	1,363.74	
			Total:	2,987.43	
			Net of 3 Invoices / 0 Checks	2,987.43	
03212	MATHESON-LINWELD				
06/04/2024	INVOICE	0029684421	CARBON DIOXIDE	117.84	
			Total:	117.84	
			Net of 1 Invoices / 0 Checks	117.84	
10692	MEDLINE INDUSTRIES INC				
06/04/2024	INVOICE	2319502527	DUO-VENT, SYRINGE, CLIPPER BLADE, SPLIT ROL:	1,243.21	
06/04/2024	INVOICE	2320174154	TITAN CHAIR, TITAN SHEET, NEEDLES	768.75	
			Total:	2,011.96	
			Net of 2 Invoices / 0 Checks	2,011.96	
03220	MENARDS				
06/04/2024	INVOICE	6899	RANGE CORD, BATTERIES, RANGE OUTLET, SHELF,	903.32	
06/04/2024	INVOICE	6905	INV GLASS, ANTIFREEZE, ANGEL SOFT, SPRING W:	8.38	
06/04/2024	INVOICE	6891	FLEXIBLE COUPLING, PVC COUPLING	14.42	
06/04/2024	INVOICE	6852	16QT LALTITUDE, PREMIX GAS & OIL	52.87	
06/04/2024	INVOICE	6643	TIDE PODS, CLEANER, STANDARD BENT PIN, RECE:	179.67	
06/04/2024	INVOICE	6699	MORTON CLEAN & PROTECT	13.98	
06/04/2024	INVOICE	6698	SEALANT, LEATHER GLOVES, MAG NUT DRIVER, SE:	66.61	
06/04/2024	INVOICE	6700	REPLACEMENT CAR OV/AG/P100	18.97	
06/04/2024	INVOICE	6589	MENARDS GIFT CARD	200.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/04/2024	INVOICE	6412	CULVERT, CULVERT COUPLER	319.97	
06/04/2024	INVOICE	6419	AIR REGULATOR, COUPLER, BUSHING, STARTING F:	28.23	
06/04/2024	INVOICE	6254	9X3-1/8" 240 PK	36.28	
06/04/2024	INVOICE	6327	LEGAL PAD, ELEC TAPE	15.49	
06/04/2024	INVOICE	6237	UNIVERSAL DECORATIVE LVR	20.49	
06/04/2024	INVOICE	6262	HEX SHANK ADPT SET, SOCKET, DP SOCKET	21.93	
06/04/2024	INVOICE	6491	100 PIECE SECURITY BIT	7.99	
06/04/2024	INVOICE	6473	PROSERIES BCKPCK SPRAY, RU W&G CONC 64OZ	120.67	
Total:				2,029.27	
Net of 17 Invoices / 0 Checks				2,029.27	
03222	MID-AMERICAN RESEARCH				
06/04/2024	INVOICE	0819011-IN	ALGAECIDE	985.20	
06/04/2024	INVOICE	0819625-IN	GLASS CLEANER, STAINLESS STEEL CLEANER, LINI	1,042.10	
Total:				2,027.30	
Net of 2 Invoices / 0 Checks				2,027.30	
10309	MIDWEST ALARM SERVICES				
06/04/2024	INVOICE	448672	COLUMBUS FIRE STATION #2 FIRE ALARM MONITOR:	420.00	
Total:				420.00	
Net of 1 Invoices / 0 Checks				420.00	
00487	MIDWEST TAPE LLC				
06/04/2024	INVOICE	505490591	DVD'S	101.96	
Total:				101.96	
Net of 1 Invoices / 0 Checks				101.96	
03230	MOTION INDUSTRIES INC				
06/04/2024	INVOICE	NE07-00508824	OIL SEALS	133.65	
Total:				133.65	
Net of 1 Invoices / 0 Checks				133.65	
00153	MUELLER SPRINKLERS				
06/04/2024	INVOICE	9111	EXTREME BLADES	212.94	
06/04/2024	INVOICE	9112	3 - EXTREME BLADES	150.00	
Total:				362.94	
Net of 2 Invoices / 0 Checks				362.94	
02249	NEBRASKA FIRE SPRINKLER CORP				
06/04/2024	INVOICE	11616	ANNUAL FIRE SPRINKLER INSPECTION	450.00	
06/04/2024	INVOICE	11615	ANNUAL FIRE SPRINKLER INSPECTION	305.00	
Total:				755.00	
Net of 2 Invoices / 0 Checks				755.00	
03233	NEBRASKA LAW ENFORCEMENT				
06/04/2024	INVOICE	13703	LUCAS, REYNOSO - TABE TEST FEE	19.50	
06/04/2024	INVOICE	13728	VELASQUEZ, SANTIAGO - TUITION - PATROL RIFLI	400.00	
Total:				419.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	419.50	
00444 06/04/2024	NEBRASKA PUBLIC HEALTH INVOICE	577797	WATER TESTING	337.00	
			Total:	337.00	
			Net of 1 Invoices / 0 Checks	337.00	
02855 06/04/2024	NEBRASKA SURVEY REPOSITORY INVOICE	5.28.2024	FILING PLATS	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
03246 06/04/2024	NORTHEAST NEBRASKA ECONOMIC INVOICE	25479	CDBG REHAB REUSE APRIL 2024 ADMIN SERVICES	106.25	
06/04/2024	INVOICE	25489	DHA TRUST REUSE APRIL 2024 ADMIN SERVICES	42.50	
			Total:	148.75	
			Net of 2 Invoices / 0 Checks	148.75	
03245 06/04/2024	NORTHEAST NEBRASKA SOLID INVOICE	4302024	LANDFILL CHARGES	66,067.53	
			Total:	66,067.53	
			Net of 1 Invoices / 0 Checks	66,067.53	
03248 06/04/2024	NOVICKI FIRE PREVENTION SERVCS INVOICE	083-24	YEARLY INSPECTION	34.00	
			Total:	34.00	
			Net of 1 Invoices / 0 Checks	34.00	
03249 06/04/2024	OCCUPATIONAL HEALTH SERV INVOICE	5912	COLLECTION & TESTING	1,939.00	
			Total:	1,939.00	
			Net of 1 Invoices / 0 Checks	1,939.00	
00176 06/04/2024	O'REILLY AUTOMOTIVE INC INVOICE	0681-280907	TOGGLE SWITCH	11.99	
06/04/2024	INVOICE	0681-282511	BATTERY	430.89	
			Total:	442.88	
			Net of 2 Invoices / 0 Checks	442.88	
10411 06/04/2024	PAPER TIGER SHREDDING INVOICE	198318	SHREDDING EVENT FOR SENIOR CENTER	223.20	
			Total:	223.20	
			Net of 1 Invoices / 0 Checks	223.20	
00345 06/04/2024	PETE LIEN & SONS INC. INVOICE	CD99173384	QUICKLIME FINES	6,724.66	
			Total:	6,724.66	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	6,724.66	
03258 06/04/2024	PETTY CASH INVOICE	5.21.2024	PETTY CASH	129.28	
			Total:	129.28	
			Net of 1 Invoices / 0 Checks	129.28	
10405 06/04/2024	PGA OF AMERICA INVOICE	10217716	ANNUAL DUES 2024	614.00	
			Total:	614.00	
			Net of 1 Invoices / 0 Checks	614.00	
10942 06/04/2024	PHENOVA INC INVOICE	205403	DMR-QA STUDY 44 TESTING	865.60	
			Total:	865.60	
			Net of 1 Invoices / 0 Checks	865.60	
00758 06/04/2024	PLATTE COUNTY REGISTER OF INVOICE	5.22.2024	ORDINANCE NO 24-13, 24-14, 24-15	102.00	
			Total:	102.00	
			Net of 1 Invoices / 0 Checks	102.00	
01077 06/04/2024	PLATTE VALLEY COMMUNICATIONS INVOICE	042400014	PROBLEM WITH LINDSAY FIRE PAGE	213.75	
06/04/2024	INVOICE	042300355	LABOR CHARGES TO INSTALL CONSOLETTTE & REPEA'	950.00	
			Total:	1,163.75	
			Net of 2 Invoices / 0 Checks	1,163.75	
11012 06/04/2024	PREFERRED PIPELINE LLC INVOICE	PPL000071836	SAND	786.90	
			Total:	786.90	
			Net of 1 Invoices / 0 Checks	786.90	
03261 06/04/2024	PRESTOX INVOICE	60398352	PEST CONTROL - 424 E 8TH ST	59.80	
06/04/2024	INVOICE	60398353	PEST CONTROL - 4630 HOWARD BLVD	62.24	
			Total:	122.04	
			Net of 2 Invoices / 0 Checks	122.04	
10967 06/04/2024	PROJECT LIFESAVER INTERNATIONAL INVOICE	S240023548	BAND, BATTERY, BLUE O-RING, TRANSMITTER CASI	246.33	
			Total:	246.33	
			Net of 1 Invoices / 0 Checks	246.33	
10416 06/04/2024	QUADIENT LEASING USA, INC. INVOICE	Q1341260	LEASE PAYMENT 6/20/24 - 9/19/24	642.63	
			Total:	642.63	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	642.63	
03264	REARDON LAWN & GARDEN INC				
06/04/2024	INVOICE	9835	BLADE SPINDLE ASSY	192.96	
06/04/2024	INVOICE	10072	.095 ILB DONUT BLACK DIAMOND	20.99	
06/04/2024	INVOICE	10334	TRIMMER	359.99	
			Total:	573.94	
			Net of 3 Invoices / 0 Checks	573.94	
10984	RFCC				
06/04/2024	INVOICE	5.17.2024	CONSULTING FEE-PUBLIC SAFETY RADIO SYSTEM PI	187.50	
			Total:	187.50	
			Net of 1 Invoices / 0 Checks	187.50	
10619	RIVER VALLEY TIRE SERVICE LLC				
06/04/2024	INVOICE	778204	2 CARLSTAR TUBES	30.00	
06/04/2024	INVOICE	5.20.24	CARLSTAR HD FIELD TRAX	120.00	
			Total:	150.00	
			Net of 2 Invoices / 0 Checks	150.00	
01624	ROSENBAUER MINNESOTA LLC				
06/04/2024	INVOICE	0000064080	REPAIRS LADDER TRUCK VIN: 71440/TREX/A1M002.	15,827.08	
06/04/2024	INVOICE	0000064078	REPAIRS-DISPLAY COLOR LCD, PUMP REPLACEMENT	61,180.34	
06/04/2024	INVOICE	0000064079	REPAIRS-GROUND PRESSURE SENSOR, BOOM WATER I	79,966.96	
			Total:	156,974.38	
			Net of 3 Invoices / 0 Checks	156,974.38	
01476	RUTJENS CONSTRUCTION				
06/04/2024	INVOICE	5 FINAL	LOST CREEK PARKWAY WATER MAIN EXTENSION	619,705.82	
			Total:	619,705.82	
			Net of 1 Invoices / 0 Checks	619,705.82	
03275	SECURITY EQUIPMENT INC				
06/04/2024	INVOICE	863649	CAMERA UPGRADE - SOUTH WATER PLANT 1077 28 i	8,385.00	
			Total:	8,385.00	
			Net of 1 Invoices / 0 Checks	8,385.00	
00465	SERVICEMASTER BY SHEVLIN				
06/04/2024	INVOICE	11021	MONTHLY JANITORIAL SERVICE	2,485.00	
06/04/2024	INVOICE	11013	MONTHLY JANITORIAL SERVICE	3,850.00	
06/04/2024	INVOICE	11017	MONTHLY JANITORIAL SERVICE	6,980.00	
			Total:	13,315.00	
			Net of 3 Invoices / 0 Checks	13,315.00	
03276	SHERWIN-WILLIAMS CO				
06/04/2024	INVOICE	9577-0	PAINT - PARK RESTROOMS/SHELTERHOUSE	207.06	
			Total:	207.06	
			Net of 1 Invoices / 0 Checks	207.06	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01090	SHEVLIN SUPPLY				
06/04/2024	INVOICE	7446	CENTERPULL TOWELS, NITRILE GLOVES, SHAMPOO,	833.78	
06/04/2024	INVOICE	7455	TOILET TISSUE	366.20	
			Total:	1,199.98	
			Net of 2 Invoices / 0 Checks	1,199.98	
00417	SILVER PRESSURE SERVICE LLC				
06/04/2024	INVOICE	1147	GUN & WAND KIT	85.00	
			Total:	85.00	
			Net of 1 Invoices / 0 Checks	85.00	
11153	SLEEP INN & SUITES				
06/04/2024	INVOICE	217	4TH ANNUAL ACES ON BASES UMPIRE	190.00	
06/04/2024	INVOICE	211	4TH ANNUAL ACES ON BASES UMPIRE	190.00	
06/04/2024	INVOICE	219	4TH ANNUAL ACES ON BASES UMPIRE	95.00	
06/04/2024	INVOICE	254	4TH ANNUAL ACES ON BASES UMPIRE	95.00	
			Total:	570.00	
			Net of 4 Invoices / 0 Checks	570.00	
01096	STA-BILT CONSTRUCTION CO				
06/04/2024	INVOICE	1 FINAL	ARMOR COAT SURFACING IMPROVEMENTS 2024	81,934.74	
			Total:	81,934.74	
			Net of 1 Invoices / 0 Checks	81,934.74	
10595	STANARD & ASSOCIATES INC.				
06/04/2024	INVOICE	SA000057971	ENTRY LEVEL LAW ENFORCEMENT OFFICER SELECTI(	252.50	
			Total:	252.50	
			Net of 1 Invoices / 0 Checks	252.50	
00244	STERICYCLE INC				
06/04/2024	INVOICE	8007176454	STERI-SAFE BUDGET SUBSCRIPTION	759.88	
			Total:	759.88	
			Net of 1 Invoices / 0 Checks	759.88	
02720	STRING BEANS LTD				
06/04/2024	INVOICE	1.08.2024	PERFORMANCE TUESDAY, JUNE 11TH	975.00	
			Total:	975.00	
			Net of 1 Invoices / 0 Checks	975.00	
00105	SUPER SAVER				
06/04/2024	INVOICE	126213	RAISINS, EGGS	14.64	
06/04/2024	INVOICE	125802	GRAVY MIX, LARD	8.73	
			Total:	23.37	
			Net of 2 Invoices / 0 Checks	23.37	
10326	THE LIFEGUARD STORE				
06/04/2024	INVOICE	INV001412899	BOARD SHORTS, WORKOUT BIKINI, TANKINI, RASH(	3,204.69	
06/04/2024	INVOICE	INV001409217	42 - BAHIA HAISE LOUNGE	7,472.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/04/2024	INVOICE	INV001413155	BAG VALVE MASK, POCKET MASKS	215.29	
			Total:	10,891.98	
			Net of 3 Invoices / 0 Checks	10,891.98	
03128	TIRE OUTLET INC				
06/04/2024	INVOICE	240113	REPAIR	15.00	
06/04/2024	INVOICE	240435	2 TIRE SWAPS	53.50	
06/04/2024	INVOICE	240455	2 REPAIRS	73.50	
06/04/2024	INVOICE	240535	TIRE	163.00	
06/04/2024	INVOICE	240442	USED TIRE	195.00	
			Total:	500.00	
			Net of 5 Invoices / 0 Checks	500.00	
10418	TOTAL FIRE & SECURTIY INC.				
06/04/2024	INVOICE	12464821	ANNUAL BILLING FOR UL LISTED MONITORING	480.00	
			Total:	480.00	
			Net of 1 Invoices / 0 Checks	480.00	
00550	TRUCK CENTER COMPANIES				
06/04/2024	INVOICE	RA108031506:01	REPAIR AMBULANCE STEERING, TRANSMISSION LIGI	4,907.67	
			Total:	4,907.67	
			Net of 1 Invoices / 0 Checks	4,907.67	
11068	TRUE AG & TURF LLC				
06/04/2024	INVOICE	P01430	3/4 X 8, 3/4 LOCK	53.32	
			Total:	53.32	
			Net of 1 Invoices / 0 Checks	53.32	
00349	TWEET'S SPORT SHOP				
06/04/2024	INVOICE	14635	PITCHES PLATES, BATTING TEE	209.95	
06/04/2024	INVOICE	14639	UMP COUNTERS, PLATE BRUSH	69.86	
			Total:	279.81	
			Net of 2 Invoices / 0 Checks	279.81	
10298	TY'S OUTDOOR POWER & SERVICE				
06/04/2024	INVOICE	283241	BLADE	118.92	
			Total:	118.92	
			Net of 1 Invoices / 0 Checks	118.92	
03294	USA BLUE BOOK				
06/04/2024	INVOICE	INV00364521	HACH FLORIDE RGT	505.80	
			Total:	505.80	
			Net of 1 Invoices / 0 Checks	505.80	
11066	VAN IPEREN JEAN				
06/04/2024	INVOICE	5.23.2024	BROWN FIELD REDEVELOPMENT WORKSHOP-MILEAGE	117.06	
			Total:	117.06	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	117.06	
02045	VAN WALL EQUIPMENT INC				
06/04/2024	INVOICE	6202004	SPINDLE	241.44	
06/04/2024	INVOICE	6236011	SEPARATOR	81.36	
			Total:	322.80	
			Net of 2 Invoices / 0 Checks	322.80	
11146	VANDENBERG ELE & COMMUNICATIONS LLC				
06/04/2024	INVOICE	7862	REPLACE PHOTO EYES	308.73	
06/04/2024	INVOICE	7898	CABLE OFF	270.00	
			Total:	578.73	
			Net of 2 Invoices / 0 Checks	578.73	
03302	WEMHOFF REFRIGERATION INC				
06/04/2024	INVOICE	16331	SERVICE CALL - ICE MACHINE	508.82	
06/04/2024	INVOICE	16321	SERVICE CALL - ICE MACHINE CART SHED	583.05	
			Total:	1,091.87	
			Net of 2 Invoices / 0 Checks	1,091.87	
			invoices and 0 checks for 116 vendors:	1,194,432.22	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	CAPITAL CITY CONCEPTS LLC	WAGE/BENEFIT STUDY	22,000.00	
100-100-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	BAGS 33 GAL	14.99	
100-100-54310	BUILDING MAINTENANCE	HOICH IRRIGATION INC	SERVICE CALL - HUNTER SPRAY HEADS, FIXE	136.00	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	65.57	
100-100-55500	PUBLICATIONS AND NOTICES	PLATTE COUNTY REGISTER OF	ORDINANCE NO 24-13, 24-14, 24-15	34.00	
100-100-55500-24041	PUBLICATIONS AND NOTICES	PLATTE COUNTY REGISTER OF	ORDINANCE NO 24-13, 24-14, 24-15	68.00	
100-100-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	ACRYLIC NAME PLATE	15.25	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	HIGHLIGHTER, ACRYLIC NAME PLATE	12.59	
100-100-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICE	3,850.00	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT LEASING USA, INC.	LEASE PAYMENT 6/20/24 - 9/19/24	642.63	
Total For Dept 100 GENERAL ADMINISTRATION				26,839.03	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	72.00	
100-102-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	265.43	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	25.29	
Total For Dept 102 COLUMBUS AREA TRANSIT				362.72	
Dept 103 COLUMBUS SENIOR CENTER					
100-103-55900	MISCELLANEOUS	PAPER TIGER SHREDDING	SHREDDING EVENT FOR SENIOR CENTER	223.20	
100-103-56010-III-C	SUPPLIES	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	51.69	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	57.58	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	RAISINS, EGGS	23.37	
100-103-56400-III-B	PROGRAMS	HADLEY-BRAITHWAIT COMPANY	1 GAL POPPING OIL	32.95	
Total For Dept 103 COLUMBUS SENIOR CENTER				388.79	
Dept 104 CITY ADMINISTRATOR					
100-104-52700	TRAINING AND TUITION	VAN IPEREN JEAN	BROWN FIELD REDEVELOPMENT WORKSHOP-MILE	117.06	
Total For Dept 104 CITY ADMINISTRATOR				117.06	
Dept 105 FINANCE					
100-105-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	230.00	
Total For Dept 105 FINANCE				230.00	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	BLUE TO GOLD LLC	MASTERING SEARCH & SEIZURE	225.00	
100-110-52700	TRAINING AND TUITION	NEBRASKA LAW ENFORCEMENT	VELASQUEZ, SANTIAGO - TUITION - PATROL	400.00	
100-110-52700	TRAINING AND TUITION	PETTY CASH	PETTY CASH	119.60	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	NEBRASKA LAW ENFORCEMENT	LUCAS, REYNOSO - TABE TEST FEE	19.50	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	67.00	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	STANARD & ASSOCIATES INC.	ENTRY LEVEL LAW ENFORCEMENT OFFICER SEI	252.50	
100-110-52800	UNIFORMS	COLUMBUS CUSTOM EMBROIDERY	CLOTHING	1,101.00	
100-110-52810	UNIFORMS-QUARTERMASTER	GALLS LLC	STRYKE PDU PANTS, RADIO POUCH - ALDRICH	131.95	
100-110-54310	BUILDING MAINTENANCE	NEBRASKA FIRE SPRINKLER CO	ANNUAL FIRE SPRINKLER INSPECTION	450.00	
100-110-54320	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	436.73	
100-110-54320	EQUIPMENT MAINTENANCE	PROJECT LIFESAVER INTERNATI	BAND, BATTERY, BLUE O-RING, TRANSMITTEF	246.33	
100-110-54330	VEHICLE MAINTENANCE	ELECTRONIC ENGINEERING	REAR ANTENNA CABLE	108.84	
100-110-54380	MAINTENANCE AGREEMENTS	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	307.20	
100-110-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	SILICONE	8.59	
100-110-56010	SUPPLIES	MENARDS	PROSERIES BCKPCK SPRAY, RU W&G CONC 64C	120.67	
100-110-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICE	2,485.00	
100-110-56040	POSTAGE AND FREIGHT	PETTY CASH	PETTY CASH	9.68	
100-110-56150	D.A.R.E. EXPENSE	GODFATHER'S PIZZA	PIZZA	214.24	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 06/04/2024 - 06/04/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-56165	K9 PROGRAM	BOMGAARS	DOG FOOD, CABLE TIES, TARPS	285.91	
Total For Dept 110 POLICE				6,989.74	
Dept 120 FIRE					
100-120-52800	UNIFORMS	GALLS LLC	BORER & HILGER UNIFORMS	376.20	
100-120-54310	BUILDING MAINTENANCE	BOMGAARS	ROUNDUP	14.99	
100-120-54310	BUILDING MAINTENANCE	MENARDS	UNIVERSAL DECORATIVE LVR	20.49	
100-120-54310	BUILDING MAINTENANCE	NEBRASKA FIRE SPRINKLER CO	ANNUAL FIRE SPRINKLER INSPECTION	152.50	
100-120-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 424 E 8TH ST	61.02	
100-120-54310	BUILDING MAINTENANCE	VANDENBERG ELE & COMMUNIC	REPLACE PHOTO EYES	289.37	
100-120-54380	MAINTENANCE AGREEMENTS	MIDWEST ALARM SERVICES	COLUMBUS FIRE STATION #2 FIRE ALARM MON	420.00	
100-120-54380	MAINTENANCE AGREEMENTS	TOTAL FIRE & SECURTIY INC.	ANNUAL BILLING FOR UL LISTED MONITORING	480.00	
100-120-56010	SUPPLIES	CAPITAL ONE - WALMART	BEDDING	253.00	
100-120-56010	SUPPLIES	MENARDS	16QT LALITUDE, PREMIX GAS & OIL	161.29	
100-120-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	MARKER	97.65	
100-120-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	87.50	
100-120-56020	OFFICE SUPPLIES	MENARDS	LEGAL PAD, ELEC TAPE	7.75	
100-120-56030	CLEANING SUPPLIES/SERVICE	HADLEY-BRAITHWAIT COMPANY	TOILET PAPER, MULTI FOLD TOWELS	72.43	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWELS, WINDSHIELD W	69.91	
100-120-56030	CLEANING SUPPLIES/SERVICE	MENARDS	TIDE PODS, CLEANER, STANDARD BENT PIN,	43.37	
100-120-56050	FUEL	MENARDS	16QT LALITUDE, PREMIX GAS & OIL	27.88	
100-120-57510-20022	CAPITAL-EQUIPMENT	DANKO EMERGENCY EQUIPMENT	BOOTS	14,159.55	
100-120-57510-24011	CAPITAL-EQUIPMENT	DANKO EMERGENCY EQUIPMENT	VH BLACKINTON PINS	360.00	
100-120-57520-24007	CAPITAL-VEHICLES	ROSENBAUER MINNESOTA LLC	REPAIRS LADDER TRUCK VIN: 71440/TREX/A1	156,974.38	
Total For Dept 120 FIRE				174,129.28	
Dept 121 RESCUE					
100-121-52800	UNIFORMS	GALLS LLC	BORER & HILGER UNIFORMS	376.20	
100-121-53400	COMPUTER SUPPORT/MAINT	EMERGENCY SERVICES MKTING	YEAR TWO OF FIVE SUBSCRIPTION 6/11/24-6	660.00	
100-121-54310	BUILDING MAINTENANCE	BOMGAARS	ROUNDUP	15.00	
100-121-54310	BUILDING MAINTENANCE	NEBRASKA FIRE SPRINKLER CO	ANNUAL FIRE SPRINKLER INSPECTION	152.50	
100-121-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 424 E 8TH ST	61.02	
100-121-54310	BUILDING MAINTENANCE	VANDENBERG ELE & COMMUNIC	REPLACE PHOTO EYES	289.36	
100-121-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	BATTERY	430.89	
100-121-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	REPAIR AMBULANCE STEERING, TRANSMISSION	4,907.67	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	DRESSING, GAUZE, TRAUMA DRESSING, COLD	487.58	
100-121-56010	SUPPLIES	MEDLINE INDUSTRIES INC	DUO-VENT, SYRINGE, CLIPPER BLADE, SPLIT	2,011.96	
100-121-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	MARKER	97.65	
100-121-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	87.50	
100-121-56020	OFFICE SUPPLIES	MENARDS	LEGAL PAD, ELEC TAPE	7.74	
100-121-56030	CLEANING SUPPLIES/SERVICE	HADLEY-BRAITHWAIT COMPANY	TOILET PAPER, MULTI FOLD TOWELS	72.42	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWELS, WINDSHIELD W	69.91	
100-121-56030	CLEANING SUPPLIES/SERVICE	STERICYCLE INC	STERI-SAFE BUDGET SUBSCRIPTION	759.88	
Total For Dept 121 RESCUE				10,487.28	
Dept 130 LIBRARY					
100-130-52700	TRAINING AND TUITION	GRANT WRITING USA	ZOOM CLASS JUNE 13-14	495.00	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	EAKES OFFICE SOLUTIONS	CUSTOM BADGES	57.44	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	230.00	
100-130-53400-PATRN	COMPUTER SUPPORT/MAINT	LUXER CORPORATION	ANNUAL SUPPORT FEE - LOCKER	1,908.00	
100-130-54320-PATRN	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	267.13	
100-130-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICE	6,980.00	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	INTERNET 06/01 -06/30	209.95	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56400-ADSRP	PROGRAMS	CAPITAL ONE - WALMART	ASSORTED BAGS OF CANDY FOR SUMMER READI	51.61	
100-130-56400-ADULT	PROGRAMS	ACCENT FLORAL & GALLERIA	PAPER FLORAL CLASS	60.00	
100-130-56400-CHILD	PROGRAMS	EARL MAY SEED & NURSERY L.	POTTING MIX	16.06	
100-130-56400-CHSRP	PROGRAMS	STRING BEANS LTD	PERFORMANCE TUESDAY, JUNE 11TH	975.00	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVD'S	101.96	
100-130-56410-REPLC	BOOKS AND PUBLICATIONS	HIGH PLAINS LIBRARY DISTR	DAMAGED INTERLIBRARY LOAN BOOK	17.99	
Total For Dept 130 LIBRARY				11,370.14	
Dept 140 CEMETERY					
100-140-53520	CONTRACT SERVICES	NOVICKI FIRE PREVENTION SE	YEARLY INSPECTION	34.00	
100-140-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	GATORLINE	14.99	
100-140-56010	SUPPLIES	BOMGAARS	DRIVER BIT SET, SPRING WATER	33.18	
Total For Dept 140 CEMETERY				82.17	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52700	TRAINING AND TUITION	INTERNATIONAL CODE COUNCI	BLEACHERS, ONLINE STUDY GUIDE-B2 COMMEF	101.00	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	VIEW BINDER 1", BK	17.13	
Total For Dept 145 COMMUNITY DEVELOPMENT				118.13	
Dept 150 PARKS					
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	201.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	78.15	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	SPRAY PAINT	176.54	
100-150-54310	BUILDING MAINTENANCE	GREAT PLAINS BUILDING SUPE	4X8-1/2" 4 PLY CDX	35.11	
100-150-54310	BUILDING MAINTENANCE	M & O DOOR PRODUCTS LLC	STAMP KEYS	28.00	
100-150-54310	BUILDING MAINTENANCE	SHERWIN-WILLIAMS CO	PAINT - PARK RESTROOMS/SHELTERHOUSE	207.06	
100-150-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	GATORLINE MAGNUM	49.99	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	NITRILE XL, OIL FILTER, PM 0W20 SYN	339.92	
100-150-54320	EQUIPMENT MAINTENANCE	BOMGAARS	BRAKE FLUID, WD-40	13.48	
100-150-54320	EQUIPMENT MAINTENANCE	COLUMBUS TIRE & SERVICE	3 - TIRE REPAIRS	78.00	
100-150-54320	EQUIPMENT MAINTENANCE	JOHN DEERE FINANCIAL	72" HIGH LIFT BLADE	84.99	
100-150-54320	EQUIPMENT MAINTENANCE	MUELLER SPRINKLERS	3 - EXTREME BLADES	150.00	
100-150-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	.095 ILB DONUT BLACK DIAMOND	380.98	
100-150-54330	VEHICLE MAINTENANCE	BOMGAARS	BLO-GUN, KIT	42.98	
100-150-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	TIRE	163.00	
100-150-54490	IRRIGATION MAINTENANCE	MUELLER SPRINKLERS	EXTREME BLADES	212.94	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	ACE HARDWARE & GARDEN CNT	SPREADER	149.99	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	BOMGAARS	GEAR PULLER, C CLAMP	17.98	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	BSN SPORTS LLC	SMART POLE GROUND SOCKETS	114.99	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	DRYWALL PRIMER, BRUSH	37.17	
100-150-56010	SUPPLIES	GREAT PLAINS BUILDING SUPE	ATHLETIC FIELD MARKER	1,216.32	
100-150-56010	SUPPLIES	MATHESON-LINWELD	CARBON DIOXIDE	117.84	
100-150-56010	SUPPLIES	MENARDS	100 PIECE SECURITY BIT	7.99	
100-150-56010	SUPPLIES	SHEVLIN SUPPLY	TOILET TISSUE	366.20	
100-150-56080	PLANTS SOD SEED FLOWERS	ACE HARDWARE & GARDEN CNT	TIRE & TUBE SEALANT, TRANSPLANTER, TROW	46.97	
100-150-56300	FOOD COSTS	CAPITAL ONE - WALMART	RELISH, MUSTARD, WRAPPERS, KETCHUP, SAN	218.71	
100-150-56300	FOOD COSTS	CHESTERMAN COMPANY	GERRARD PARK CONCESSIONS	1,604.20	
100-150-56400	PROGRAMS	CAPITAL ONE - WALMART	SS BLUE 7.5	80.36	
100-150-56400	PROGRAMS	COMTE RYAN	BARRELHOUSE BEATS AND EATS: 6/15/2024	800.00	
100-150-56400	PROGRAMS	COX MATT	BEATS AND EATS: JUNE 13TH, 2024	500.00	
100-150-56400	PROGRAMS	SLEEP INN & SUITES	4TH ANNUAL ACES ON BASES UMPIRE	570.00	
100-150-56400	PROGRAMS	TWEET'S SPORT SHOP	PITCHES PLATES, BATTING TEE	279.81	
100-150-57200-21068	CAPITAL-LAND & BUILDINGS	STA-BILT CONSTRUCTION CO	ARMOR COAT SURFACING IMPROVEMENTS 2024	80,000.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 150 PARKS					
Total For Dept 150 PARKS				88,370.67	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	1,072.00	
100-151-52800	UNIFORMS	COLUMBUS SCREEN PRINTING	T-SHIRTS & HOODIES	450.00	
100-151-52800	UNIFORMS	THE LIFEGUARD STORE	BOARD SHORTS, WORKOUT BIKINI, TANKINI,	2,715.29	
100-151-53200	PROFESSIONAL SERVICES	JACKSON SERVICES INC	TEA TOWELS, BAR MOPS	62.15	
100-151-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	CAP HOSE BRASS	47.56	
100-151-54310	BUILDING MAINTENANCE	EARL MAY SEED & NURSERY L.	PLANTS & PLANT START	198.99	
100-151-54310	BUILDING MAINTENANCE	KELLY SUPPLY COMPANY	12 - 3/8" TUBE X 1/4" FPT CONNECTOR	87.64	
100-151-54310	BUILDING MAINTENANCE	KOCH EXCAVATING CO INC	2 YDS BLACK MULCH	90.00	
100-151-54310	BUILDING MAINTENANCE	MENARDS	RANGE CORD, BATTERIES, RANGE OUTLET, SF	411.41	
100-151-54320	EQUIPMENT MAINTENANCE	WEMHOFF REFRIGERATION INC	SERVICE CALL - ICE MACHINE	508.82	
100-151-54520	EQUIPMENT RENTAL/PURCHASE	MENARDS	RANGE CORD, BATTERIES, RANGE OUTLET, SF	459.97	
100-151-54520	EQUIPMENT RENTAL/PURCHASE	THE LIFEGUARD STORE	42 - BAHIA HAISE LOUNGE	7,472.00	
100-151-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	PAPER CLIPS, POST IT, FLY SWATTER, INSE	167.33	
100-151-56020	OFFICE SUPPLIES	MENARDS	RANGE CORD, BATTERIES, RANGE OUTLET, SF	31.94	
100-151-56030	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	GLASS CLEANER, STAINLESS STEEL CLEANER,	1,042.10	
100-151-56030	CLEANING SUPPLIES/SERVICE	SHEVLIN SUPPLY	CENTERPULL TOWELS, NITRILE GLOVES, SHAM	833.78	
100-151-56060	CHEMICALS	MID-AMERICAN RESEARCH	ALGAECIDE	985.20	
100-151-56300	FOOD COSTS	CHESTERMAN COMPANY	CONCESSIONS PAWNEE PLUNGE	2,316.14	
100-151-56300	FOOD COSTS	HADLEY-BRAITHWAIT COMPANY	CONCESSIONS - SKITTLES, AIRHEADS, LOLLI	612.95	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				19,565.27	
Dept 152 AQUATIC CENTER POOL					
100-152-52800	UNIFORMS	COLUMBUS SCREEN PRINTING	T-SHIRTS & HOODIES	160.00	
100-152-52800	UNIFORMS	THE LIFEGUARD STORE	BOARD SHORTS, WORKOUT BIKINI, TANKINI,	704.69	
Total For Dept 152 AQUATIC CENTER POOL				864.69	
Dept 155 VAN BERG GOLF COURSE					
100-155-54320	EQUIPMENT MAINTENANCE	AG SPRAY EQUIPMENT	FOAM MARKER KIT	785.15	
100-155-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	ENGINE OIL FILTER	186.07	
100-155-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	SEPARATOR	81.36	
100-155-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	TRIMMER LINE	17.99	
100-155-56110	PRO-SHOP SUPPLIES	SILVER PRESSURE SERVICE LIGUN & WAND KIT		85.00	
Total For Dept 155 VAN BERG GOLF COURSE				1,155.57	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	67.00	
100-156-53400	COMPUTER SUPPORT/MAINT	PGA OF AMERICA	ANNUAL DUES 2024	614.00	
100-156-54310	BUILDING MAINTENANCE	WEMHOFF REFRIGERATION INC	SERVICE CALL - ICE MACHINE CART SHED	583.05	
100-156-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	COUPLER/PLUG SET, AIR COUPLER	15.58	
100-156-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	OIL SEALS	30.92	
100-156-54320	EQUIPMENT MAINTENANCE	BOMGAARS	QUICK CONNECT PLUG	3.49	
100-156-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	BLADE SPINDLE ASSY	192.96	
100-156-54320	EQUIPMENT MAINTENANCE	TRUE AG & TURF LLC	3/4 X 8, 3/4 LOCK	53.32	
100-156-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	SPINDLE	241.44	
100-156-54510	BUILDING RENTAL/LEASE	BRUNKEN JED	ANNUAL LEASE FOR QR SIGN PLACEMENT	1.00	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	54.11	
100-156-56010	SUPPLIES	PREFERRED PIPELINE LLC	SAND	786.90	
100-156-56060	CHEMICALS	D & K PRODUCTS	PLANT FOOD	5,574.00	
100-156-56110	PRO-SHOP SUPPLIES	CULLIGAN OF COLUMBUS	SALT PELLET DELIVERED	54.00	
100-156-56110	PRO-SHOP SUPPLIES	HADLEY-BRAITHWAIT COMPANY	TOILET PAPER, CENTER PULL TOWELS	195.80	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 156 QUAIL RUN GOLF COURSE					
Total For Dept 156 QUAIL RUN GOLF COURSE				8,467.57	
Total For Fund 100 GENERAL FUND				349,538.11	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52800	UNIFORMS	JACKSON SERVICES INC	SHOP TOWELS ORANGE, UNIFORMS	416.69	
200-200-54310	BUILDING MAINTENANCE	ADVANCE AUTO PARTS	V-BELT	5.14	
200-200-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	PIN-TOW BAR	2,987.43	
200-200-54320	EQUIPMENT MAINTENANCE	RIVER VALLEY TIRE SERVICE	2 CARLSTAR TUBES	150.00	
200-200-54320	EQUIPMENT MAINTENANCE	TY'S OUTDOOR POWER & SERVICE	BLADE	118.92	
200-200-54450	STREET MAINTENANCE	GEHRING CONSTRUCTION & DEVELOPMENT	44TH AVE & 27TH STREET	288.88	
200-200-54450	STREET MAINTENANCE	GERHOLD CONCRETE COMPANY	44TH AVE & 27TH ST	141.64	
200-200-54460	LAND MAINTENANCE	BOMGAARS	PASTURE GATE	251.99	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CENTER	2 - LEAF RAKES	156.97	
200-200-56010	SUPPLIES	BOMGAARS	ELBOW, BULKHEAD, BUSHING	64.03	
200-200-56010	SUPPLIES	MENARDS	CULVERT, CULVERT COUPLER	356.25	
200-200-56090	SMALL TOOLS	BOMGAARS	BLOWER	191.96	
200-200-57200-23022	CAPITAL-LAND & BUILDINGS	BURNS & MCDONNELL ENGINEERING	R23-129 TRAFFIC SIGNAL ANALYSIS	39,938.40	
200-200-57300-20070	CAPITAL-NEW CONSTRUCTION	STA-BILT CONSTRUCTION CO	ARMOR COAT SURFACING IMPROVEMENTS 2024	1,934.74	
Total For Dept 200 STREETS				47,003.04	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	SHOP TOWELS ORANGE, UNIFORMS	67.05	
200-202-56010	SUPPLIES	BOMGAARS	REPLACEMENT HANDLE, UTILITY BLADES, KNIFE	43.96	
200-202-56090	SMALL TOOLS	BOMGAARS	BATTERY	129.99	
200-202-56130	SUPPLIES FOR RESALE	BOMGAARS	DUCT TAPE	168.11	
200-202-56130	SUPPLIES FOR RESALE	INTERSTATE BATTERY SYSTEM	BATTERIES	293.60	
200-202-56130	SUPPLIES FOR RESALE	KELLY SUPPLY COMPANY	HYDRAULIC HOSE, GATES STEM	154.35	
200-202-56130	SUPPLIES FOR RESALE	LAWSON PRODUCTS	3/8 DOT PTC LAWSON BRASS ASSORTMENT	359.36	
Total For Dept 202 MECHANICS SHOP				1,216.42	
Total For Fund 200 STREETS/ENGINEERING				48,219.46	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-54310	BUILDING MAINTENANCE	ELLER HEATING AIR CONDITIONING	REPAIR TUBE HEATERS	948.86	
205-205-56010	SUPPLIES	BOMGAARS	CARB CLEANER, TALL FESCUE, ELECTRIC CLEANER	119.42	
205-205-56010	SUPPLIES	MENARDS	FLEXIBLE COUPLING, PVC COUPLING	14.42	
205-205-56190	PERSONAL PROTECTIVE SUPPLIES	MENARDS	REPLACEMENT CAR OIL/AG/P100	18.97	
Total For Dept 205 AIRPORT				1,101.67	
Total For Fund 205 AIRPORT				1,101.67	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	1,356.79	
220-220-57510-21084	CAPITAL-EQUIPMENT	PLATTE VALLEY COMMUNICATIONS	PROBLEM WITH LINDSAY FIRE PAGE	213.75	
220-220-57510-23034	CAPITAL-EQUIPMENT	PLATTE VALLEY COMMUNICATIONS	LABOR CHARGES TO INSTALL CONSOLE/TTE & F	950.00	
220-220-57510-24028	CAPITAL-EQUIPMENT	RFCC	CONSULTING FEE-PUBLIC SAFETY RADIO SYSTEM	187.50	
Total For Dept 220 E911				2,708.04	
Total For Fund 220 COMMUNICATIONS - E911				2,708.04	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 240 HOUSING REHAB & LOANS					
Dept 240 HOUSING REHAB & LOANS					
240-240-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	REHAB REUSE APRIL 2024 ADMIN SERVI	148.75	
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Total For Dept 240 HOUSING REHAB & LOANS				148.75	
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Total For Fund 240 HOUSING REHAB & LOANS				148.75	
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	279.93	
500-500-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	BOX OUTLET, TOG SWITCH KIT	6.99	
500-500-54320	EQUIPMENT MAINTENANCE	ELECTRICAL ENGINEERING &	SEALING LOCKNUTS, LOW PROFILE CORDGR	8.07	
500-500-54320	EQUIPMENT MAINTENANCE	LAKEVIEW SMALL ENGINE INC	OIL FILTERS	13.97	
500-500-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	TOGGLE SWITCH	11.99	
500-500-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	CAP PVC	15.99	
500-500-54390	SYSTEM MAINTENANCE	ELECTRIC PUMP INC	GOULDS PUMP 1/2 HP	1,160.37	
500-500-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	5152 NORTHSHORE PLAZA	1,092.00	
500-500-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	23.55	
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Total For Dept 500 WASTEWATER COLLECTION				2,612.86	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	192.79	
500-501-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	RETURN - DIAL, PHENOLIC	(160.21)	
500-501-54320	EQUIPMENT MAINTENANCE	MOTION INDUSTRIES INC	OIL SEALS	133.65	
500-501-55640	COMPLIANCE TESTING	PHENOVA INC	DMR-QA STUDY 44 TESTING	865.60	
500-501-56010	SUPPLIES	BOMGAARS	BULK SEED, LAWN STARTER, MOLE MAX	71.21	
500-501-56010	SUPPLIES	MENARDS	MORTON CLEAN & PROTECT	108.82	
500-501-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	MOUSE	34.88	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT, BAR TOWELS, SHOP TOWELS ORANGE	28.50	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	6,724.66	
500-501-56090	SMALL TOOLS	BOMGAARS	GASKET MATERIAL, ANTI-SIEZE LUBRICANT,	29.99	
500-501-56090	SMALL TOOLS	MENARDS	HEX SHANK ADPT SET, SOCKET, DP SOCKET	21.93	
500-501-56250	REFUSE	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	95.12	
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Total For Dept 501 WASTEWATER TREATMENT FAC				8,146.94	
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Total For Fund 500 UTILITY SERVICE				10,759.80	
Fund 520 WATER					
Dept 520 WATER					
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	228.06	
520-520-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	BOX OUTLET, TOG SWITCH KIT	6.99	
520-520-54320	EQUIPMENT MAINTENANCE	BOMGAARS	RATCHETING TIE DOWN, DISC	50.26	
520-520-54320	EQUIPMENT MAINTENANCE	LAKEVIEW SMALL ENGINE INC	OIL FILTERS	13.97	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	HOME/GARDEN SPRAY, WATER JET NOZZLE	22.98	
520-520-54390	SYSTEM MAINTENANCE	BOMGAARS	PVC/DWV CELL CORE	114.40	
520-520-54390	SYSTEM MAINTENANCE	FASTENAL COMPANY	2,000 BLUE 4X5	329.56	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	6" PIPE	9,788.04	
520-520-54420	WELL MAINTENANCE	DOWNEY DRILLING	CLEANING & REPAIR WELL #4	34,227.00	
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	WATER TESTING	337.00	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	23.55	
520-520-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	SOAP FOAM BAG	36.00	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	4,307.10	
520-520-56100	LABORATORY	USA BLUE BOOK	HACH FLORIDE RGT	505.80	
520-520-57200-22031	CAPITAL-LAND & BUILDINGS	RUTJENS CONSTRUCTION	LOST CREEK PARKWAY WATER MAIN EXTENSION	619,705.82	
520-520-57200-24029	CAPITAL-LAND & BUILDINGS	LV CONSTRUCTION LLC	ASBESTOS SAMPLES TEST & REPORT	605.00	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 06/04/2024 - 06/04/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 520 WATER					
520-520-57200-24036	CAPITAL-LAND & BUILDINGS	ELEMECH INC	BULK WATER STATION	31,682.75	
520-520-57510-24034	CAPITAL-EQUIPMENT	SECURITY EQUIPMENT INC	CAMERA UPGRADE - SOUTH WATER PLANT 1077	8,385.00	
Total For Dept 520 WATER				710,369.28	
Total For Fund 520 WATER				710,369.28	
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-55500	PUBLICATIONS AND NOTICES	NEBRASKA SURVEY REPOSITORY	FILING PLATS	10.00	
Total For Dept 560 STORMWATER UTILITY				10.00	
Total For Fund 560 STORMWATER UTILITY				10.00	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	MENARDS	MENARDS GIFT CARD	200.00	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	MATS, ROLLER TOWEL, UNIFORMS	393.29	
570-570-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	UNLOADER VALVE 1/2" X 3/8 EXHAUST	90.18	
570-570-54330	VEHICLE MAINTENANCE	CHROME N' STEEL TRUCK & TR	GREEN 50/50 ANTIFREEZE, CHECK CODES	3,478.63	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	337.00	
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	65,972.41	
570-570-56010	SUPPLIES	BOMGAARS	BLASTER BIG SHOT, GREASE	72.86	
570-570-56010	SUPPLIES	MENARDS	INV GLASS, ANTIFREEZE, ANGEL SOFT, SPRI	8.38	
570-570-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PLASTIC LETTER HOLDER	24.36	
Total For Dept 570 TRANSFER STATION				70,577.11	
Total For Fund 570 SOLID WASTE DIVISION				70,577.11	
Fund 600 HEALTH INSURANCE					
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-PACE PROGRAM	1,000.00	
Total For Dept 000				1,000.00	
Total For Fund 600 HEALTH INSURANCE				1,000.00	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
EXP CHECK RUN DATES 06/04/2024 - 06/04/2024  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

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

Fund 100 GENERAL FUND	349,538.11
Fund 200 STREETS/ENGINEE	48,219.46
Fund 205 AIRPORT	1,101.67
Fund 220 COMMUNICATIONS	2,708.04
Fund 240 HOUSING REHAB &	148.75
Fund 500 UTILITY SERVICE	10,759.80
Fund 520 WATER	710,369.28
Fund 560 STORMWATER UTII	10.00
Fund 570 SOLID WASTE DIV	70,577.11
Fund 600 HEALTH INSURANC	1,000.00

Total For All Funds:	<u>1,194,432.22</u>
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**5. APPROVAL OF MINUTES - Included in Consent Agenda**

**6. SPECIAL PRESENTATIONS - None**

**7. PUBLIC HEARINGS**

7.A. Public hearing - Application from Super Buffet NE, Inc. dba Super Buffet for Class A liquor license at 4306 23 Street and Chao Huang as manager.

## NOTICE OF HEARING

You are hereby notified that a public hearing before the mayor and council of the City of Columbus, NE, will be held on Monday, June 3, 2024, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application for a retail liquor license for Super Buffet NE, Inc. dba Super Buffet, 4306 23 St, Columbus, NE, and at said time and place you may appear and be heard.

City of Columbus  
Shuraya Frauendorfer, City Clerk


Publish 05:23:24  
Two Affidavits of Publication



# COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL  
CITY OF COLUMBUS

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: MAY 16, 2024

SUBJECT: SUPER BUFFET  
4306 23<sup>rd</sup> STREET  
COLUMBUS, NEBRASKA

LIQUOR MANAGERS: CHAO HUANG

Super Buffet is a restaurant in Columbus.

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

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

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

The Columbus Police Department has no recommendation.

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

There seems to be no traffic or parking problems. There will be adequate parking within their parking lot.

- 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 two liquor licenses in the near vicinity of this location. One is at Bo's West which is 0.4 miles away or a 9 minute walk. The other is at Louie's Liquor which is in the same strip mall or a 1 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.

- 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. Connection Christian Church is nearby, but the application included a letter from the church stating that they approved of alcohol sales at Super Buffet.

- 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.

LIQUOR APPLICATION REPORTS  
ENGINEER'S REPORT

DATE: May 14, 2024

DUE DATE: May 29, 2024

Applicant

Super Buffet NE, Inc. dba Super Buffet

Address

4306 23<sup>rd</sup> St., Columbus, NE 68601

Legal Description

All Gibson Add Exc Street & Highway ROW's & Exc 100 x  
151' Tr Gibson

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 A

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: Business/Commercial

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): 23<sup>rd</sup> St./Hwy 81  
Expressway

Speed Limit: 35 mph

Average Daily Traffic Count: 17,070 (2021 ADT)



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Richard J. Bogus, P.E.  
City Engineer

# APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: A

License Number:

**126415**

## RECEIVED

APR 25 2024

NEBRASKA LIQUOR  
CONTROL COMMISSION

Office Use Only

NEW / REPLACING 121859

TOP Yes / No

Initial: VT

Hot List Yes / No

### PLEASE READ CAREFULLY

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

APPLICANT NAME SUPER BUFFET NE INC.

TRADE (DBA) NAME SUPER BUFFET

PREVIOUS TRADE (DBA) NAME \_\_\_\_\_

CONTACT NAME AND PHONE NUMBER CHAO YUN HUANG / 605-661-1261

CONTACT EMAIL ADDRESS chaohuang65@yahoo.com

Office use only

PAYMENT TYPE Payport

AMOUNT 3400

RECEIVED: 4/25/24

DATE DEPOSITED \_\_\_\_\_



2400004333

**SUPPLEMENTAL FORM FOR APPLICATION  
WITHIN 150' OF CHURCH**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH, 5<sup>TH</sup> FLOOR  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov

**RECEIVED**

Office Use

APR 25 REC'D

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

§53-177(2) If a proposed location for the sale at retail of any alcoholic liquor is within 150' of any church, a license may be issued if the commission gives notice to the affected church and holds a hearing as prescribed in §53-133

**PREMISE INFORMATION**

License number (if currently licensed) \_\_\_\_\_

Premise Name: Super Buffet

Address: 4306 23rd St.

City: Columbus

**CHURCH INFORMATION**

Name of Church: Connection Christian Church

Address of Church: 4302 23rd Street

CONTACT PERSON (if available) Mike Moser

Phone Number – (if available) 402-942-3484

**DISTANCE FROM AFOREMENTIONED CHURCH**

50 FEET (closest corner of licensed premise to closest corner of church)

Neb Rev Stat §53-177

**AMOUNT AND FREQUENCY OF SERVICES HELD AT CHURCH (if known)**

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

# Connection

## CHRISTIAN CHURCH

May 3, 2024

Re: Super Chinese Buffet

To Whom It May Concern,

Connection is aware of and ok with the sales of alcohol by the Super Chinese Buffet located next to our facility on the 4300 block of 23rd Street in Columbus. They have been good neighbors and the sales of alcohol has had no impact on our activities at the church.

Thanks,



Mike Moser  
Lead Pastor

*Bringing Faith to Life*  
WWW.CONNECTIONCHRISTIANCHURCH.COM

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

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31

ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
  - B BEER, OFF SALE ONLY\*\*
  - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES \_\_\_\_\_ NO \_\_\_\_\_
  - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*
  - F BOTTLE CLUB,
  - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES \_\_\_\_\_ NO \_\_\_\_\_
  - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
  - AB BEER, ON AND OFF SALE
  - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
  - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
  - Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
  - Class G Growler endorsement (Submit Form 165) – Class C licenses only
- \*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES \_\_\_\_\_ NO \_\_\_\_\_

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

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

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

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)**

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Firm Name \_\_\_\_\_

Email address \_\_\_\_\_

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

**PREMISES INFORMATION**

Trade Name (doing business as) SUPER BUFFET

Street Address 4306 23<sup>rd</sup> St. ✓

City Columbus County Platte Zip Code 68601-8508

Premises Telephone number 402-563-2777

Business e-mail address chaohuang05@yahoo.com

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

**MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name Super Buffet

Street Address 4306 23rd St

City Columbus State NE Zip Code 68601

**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

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

Building length 40 x width 148 in feet

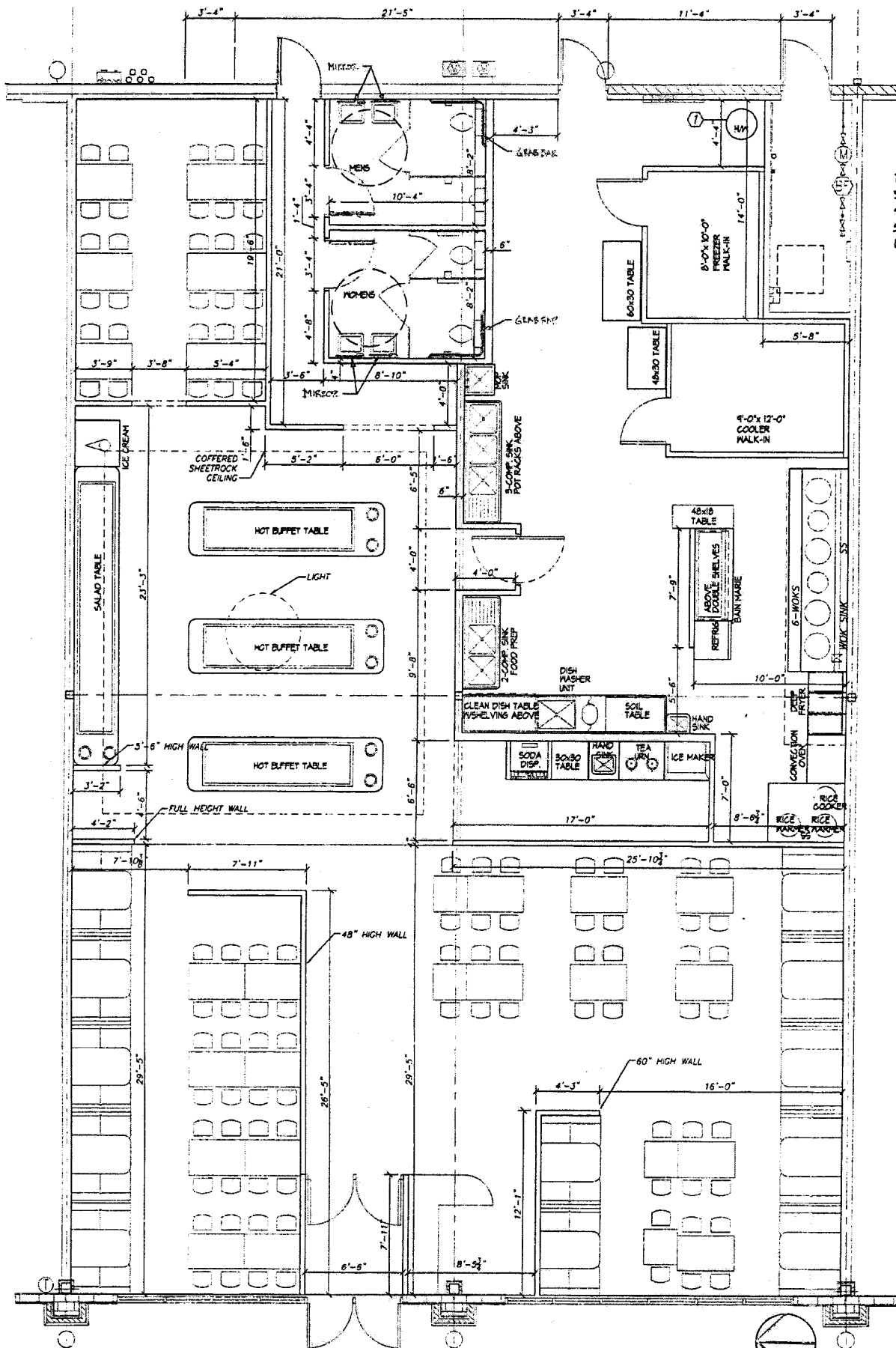
Is there a basement? Yes  No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

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

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

Number of floors of the building 1

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



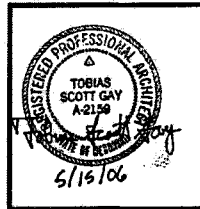
- RESTROOMS EQUIPMENT NOTES**
1. GRAB BAR SHALL BE 48" & 36" LONG, MOUNTED 36" AFF
  2. TOILET SEAT SHALL BE 19" AFF
  3. URINAL RIM SHALL BE 17" AFF
  4. LAVATORY SHALL BE 24" AFF
  5. MIRROR SHALL BE 40" AFF
  6. TOILET FRONT HOLE SHALL BE 14" AFF



**WOOFTER**  
CONSTRUCTION

1110 PLAINS AVE.  
POST OFFICE BOX 526  
COLBY, KANSAS 67701

TELEPHONE: 785/462-8653  
FACSIMILE: 785/462-7666

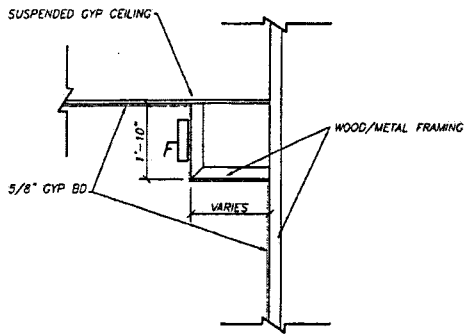


CHINA BUFFET  
COLUMBUS, NEBRASKA

PROJECT NO.	10201
DATE	10/20/05
REVISIONS	11/11/05
DRAWN	CLK
CHECKED	OF X
<b>A1.1</b>	

**NOTES:**

1. SPEAKERS & EQUIPMENT SUPPLIED BY OWNER. INSTALLED BY ELECTRICIAN.
2. NEED DIMMERS ON LIGHTS
3. STAINLESS STEEL TO BE BEHIND HOOD AND ALONG SIDE 4'.
4. RESTROOMS TO GET FRP ON WALLS.
5. 4" CHAIR RAIL 42" A.F.F. TO BOTTOM.
6. WALL VINYL ABOVE CHAIR RAIL
7. WAINSCOT BELOW CHAIR RAIL
8. 2x2 RADAR ACCOUSTICAL CEILING TILE IN SEATING AREA.
9. 2x4 VINYL COVERED SHEETROCK CEILING IN KITCHEN AREA.
10. HOT WATER HEATER 100 GALLON 245,000 BTU COMMERCIAL.
11. HOOD AND ALL EXHAUST PIPE SUPPLIED BY OWNER. INSTALLED BY CONTRACTOR.
12. 5 TON A/C IN KITCHEN. 10 TON A/C IN SEATING AREA.
13. NEED ELECTRICAL OUTLET FOR PICTURES IN SEATING AREA. TO BE LOCATED BY OWNER.
14. ACCOUSTICAL CEILING HEIGHT TO BE 8' (TYP.)
15. CHECK WITH DISHWASHER SUPPLIER ON SIZE.



SECTION A-A

SCALE: 1/2"=1'-0"

FLOOR PLAN REVISIONS:

- 1.- RELOCATED REAR EXIT DOOR TO PATRIOTIC HALLWAY 6/15/06
- 2.- RELOCATED ONE UNIFORM MIRROR IN RESTROOMS 6/15/06
- 3.- ADDED WALL COVERING TO HALLWAY LEADING TO FLOOR UNIT 6/15/06

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

YES  NO

If yes, provide business name and license number Super Buffet Nc Inc 121859

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

YES  NO

If yes, give name of business and liquor license number \_\_\_\_\_

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

YES  NO

If yes

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

a) Submit a copy of the business purchase agreement \_\_\_\_\_

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

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

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

YES  NO

If yes, list the lender(s) \_\_\_\_\_

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

YES  NO

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

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

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

YES  NO

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

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

YES  NO

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

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

YES  NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.  
a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Great Plains State Bank / Xiao Zhens.

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.

121859

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)

**Experience**

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Xiao Zhang / owner	2017-Present	Super Buffet, 4326 23rd St Columbia NE (68601)
Hui Zhang /	2017-Present	Super Buffet, 4326 23rd St. Columbia NE (68601)

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

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

Lease expiration date 3-31-2027  
 Deed  
 Purchase Agreement

14. When do you intend to open for business? Already open

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

16. What are the anticipated hours of operation? 11am - 9pm

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 CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Columbia NE	2007	Present			

If necessary, attach a separate sheet

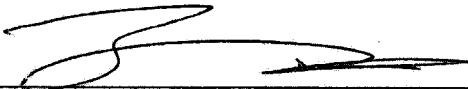
**PERSONAL OATH AND CONSENT OF INVESTIGATION  
SIGNATURE PAGE – PLEASE READ CAREFULLY**

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

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

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

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



Signature of APPLICANT

Xiao Zhen

Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

Signature of APPLICANT

Printed Name of APPLICANT

Signature of SPOUSE

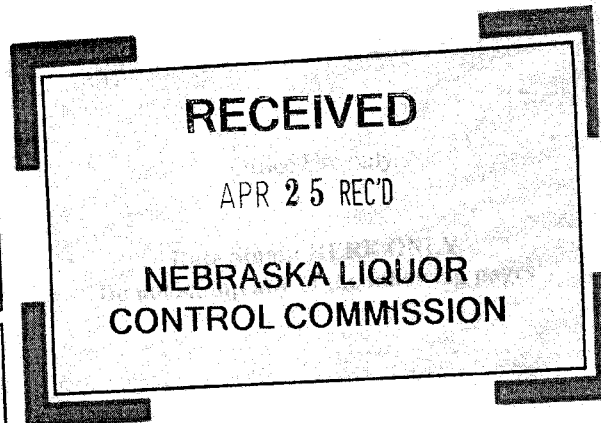
Printed Name of SPOUSE

**CORPORATION  
FORM 101**

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

License  
Class: \_\_\_\_\_

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



**INSTRUCTIONS**

1. All officers, directors and stockholders and their spouses must be listed
2. President/CEO and all members holding over 25 % shares of stock and their spouse must sign the signature page of the application
3. Form 147 is required for President/CEO and all members holding over 25% shares of stock and their spouses must submit fingerprints.
4. Attach copy of Articles of Organization

**Name of Corporation that will hold license as listed on the Articles of Incorporation**

Super Buffet NE Inc

Name of Registered Agent: Xiao Zheng

Corporation Address: 4306 23rd St ✓

City: Columbus

State: NE

Zip Code: 68601-8508

Corporation Phone Number: 402-563-2777

Fax Number \_\_\_\_\_

Total Number of Corporation Shares Issued: 3 100

**Name of President/CEO**

**Name and information must be listed on following page**

Last Name: Zheng First Name: Xiao MI: X

Home Address: 3172 Mimick Ln ✓ City: Columbus

State: NE Zip Code: 68601-1404 Phone Number: 402-270-4638

Signature of President/CEO

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

Last Name: Zheng First Name: Hui MI: \_\_\_\_\_  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: \_\_\_\_\_ Number of Shares 20% 20  
Spouse Full Name (indicate N/A if single): Suqian Yan  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: 05-23-1999

---

Last Name: Zheng First Name: Shun MI: \_\_\_\_\_  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: \_\_\_\_\_ Number of Shares 20% 20  
Spouse Full Name (indicate N/A if single): N/A  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: Zheng First Name: Xiao MI: X  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: President Number of Shares 60% 60  
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 owned 100% by another corporation/company??

YES

NO

If yes, provide Form 185

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

Starting Date: June 1 2023 Ending Date: December 31 2023

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID # \_\_\_\_\_

# Nebraska Secretary of State

## SUPER BUFFET NE INC.

Thu May 9 11:11:55 2024

**SOS Account Number**

2305221275

**Status**

Active

**Principal Office Address**

4306 23RD ST  
COLUMBUS, NE 68601  
USA

**Registered Agent and Office Address**

XIAOXIONG ZHENG  
4306 23RD ST  
COLUMBUS, NE 68601

**Nature of Business**

FOOD SERVICE

**Entity Type**

Domestic Corp  
Qualifying State: NE

**Date Filed**

May 03 2023

**Next Report Due Date**

Jan 01 2026

Corporation Position	Name	Address
President	XIAOXIONG ZHENG	4306 23RD ST COLUMBUS, NE 68601 USA
Secretary	HUI ZHENG	4306 23RD ST COLUMBUS, NE 68601 USA
Treasurer	SHUN ZHENG	4306 23RD ST COLUMBUS, NE 68601 USA
Director	HUI ZHENG	4306 23RD ST COLUMBUS, NE 68601 USA
Director	SHUN ZHENG	4306 23RD ST COLUMBUS, NE 68601 USA
Director	XIAOXIONG ZHENG	4306 23RD ST COLUMBUS, NE 68601 USA

# MANAGER APPLICATION FORM 103

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

License  
Class: \_\_\_\_\_

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

RECEIVED

APR 25 REC'D

NEBRASKA LIQUOR  
CONTROL COMMISSION

## MANAGER MUST:

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

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

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

## CORPORATION/LLC INFORMATION

Name of Corporation/LLC: Super Buffet NG INC

## PREMISES INFORMATION

Premises Trade Name/DBA: Super Buffet

Premises Street Address: 4306 23rd St. ✓

City: Columbus County: Platte Zip Code: 68601-8508

Premises Phone Number: 402-563-2777

Premises Email address: chaohuang65@yahoo.com

## **SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

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

BARCODE

**MANAGER INFORMATION**

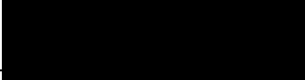
Last Name: Huang First Name: Chao MI: Y


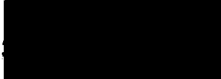
Home Address: 3172 Mimick Ln

City: Columbus County: Platte Zip Code: 68601-1404

Home Phone Number: 605-661-1261

Driver's License Number: 

Social Security Number: 

Date of Birth:  Place of Birth: 

Email address: Chao huang 65 @ Yahoo. com

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

YES  NO

**Spouse's information**

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

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

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

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Columbus NE</u>	<u>2014</u>	<u>2024</u>			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2017	Present	Super Buffet	Xiao Zheng	402-563-2777

**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.

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:
Chao Huang / <del>Asst</del> Manager	2017 - Present	Super Buffet 4306 23rd St Columbus, MO (68601)

5. Have you enclosed Form 147 regarding fingerprints?

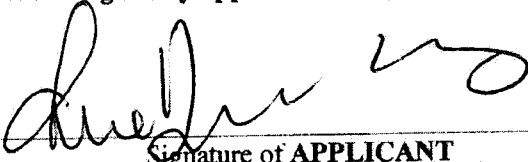
YES       NO

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

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

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

**Must be signed by applicant and spouse.**



Signature of **APPLICANT**

CHAO YUN HUANG

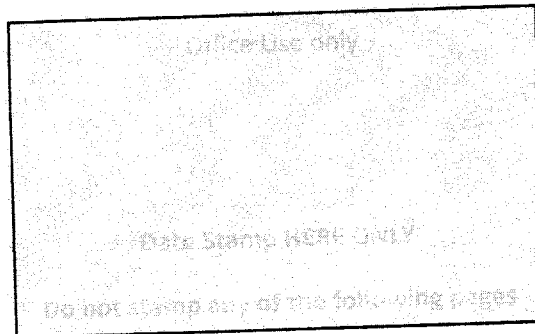
Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

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

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



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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

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

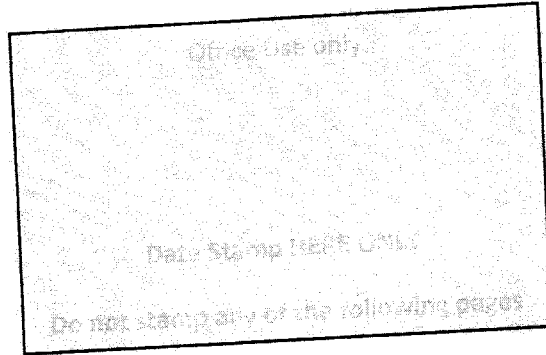
**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name   SUPER BUFFET    
Name of Person Being Fingerprinted:   XIAO X. ZHENG    
Date of Birth:                      Last 4 SSN:                       
Date fingerprints were taken:                       
Location where fingerprints were taken:   Columbus Police Dept.    
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**

**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:  
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- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
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The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521

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

Trade Name SUPER BUFFET

Name of Person Being Fingerprinted: CHAO YUN HUANG

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

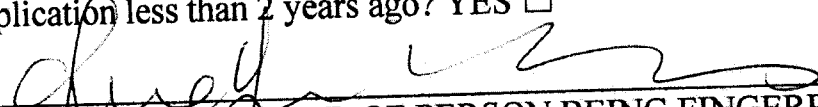
Date fingerprints were taken: \_\_\_\_\_

Location where fingerprints were taken: Columbus POLICE DEPT.

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

## Super Buffet Business Plan

As a restaurant we like to provide the best food service to our customer, Chinese food plus beer sounds pretty good idea.

We have been in Columbus for 17 years, and we will continue to stay in this area for as long as we can.

Remodel the restaurant is our coming plan. We are thinking it will happen it will happen between 2025-2026.

We will do our best to run our business.

COPY

ADDENDUM TO THE LEASE

This addendum to the lease agreement is signed and agreed to on this day, May, 26, 2023 by and between the Landlord Midland Resources, L.L.C. a Nebraska Limited Liability Company, dba River View Properties (RVP), and the tenant Super Buffet NE Inc., formerly Zheng's Super Buffet Inc., both Nebraska Corporations. The premises is located at 4306 23rd St., Columbus, Platte County, Nebraska.

In consideration of the current Lease entered into on the 19th day of December 2016 between GMD, LLC, and Zheng's Super Buffet Inc. and assumed on August 15, 2018, by Midland Resources, L.L.C., both parties desire to make changes to the original lease as follows.

1. Zheng's Super Buffet Inc. relinquishes its rights in name and contract and shall be replaced by Super Buffet NE, Inc.
2. Ke Sang Chen is to be removed from the lease both as a corporation member and as a personal guarantor.
3. Paragraph 2 (TERM) section of the sentence stating (and ending on the 31st day of March 2026) shall be changed to (and ending on the 31st day of March 2027).
4. Paragraph 6 (ASSIGNMENT OR SUBLEASE) Midland Resources, L.L.C. grants consent to Zheng's Super Buffet Inc. to assign their lease to Xiaoxiong Zheng and Super Buffet NE, Inc.
5. Paragraph 21 (NOTICES) Landlord to be changed to Midland Resources, L.L.C. 304 41 Road Bellwood NE 68624, and Tenant shall be changed to Super Buffet NE, Inc. 4306 23rd St Columbus, NE 68601.
6. Paragraph 28 Midland Resources, L.L.C. to be listed as additional insured.

No other changes shall be considered or in effect that has not been listed in this addendum, all other provisions of the original lease agreement are still in effect.

Xiao Xiong Zheng

Print - Super Buffet NE, Inc.

[Signature]

Sign - Super Buffet NE, Inc.

5/26/2023

Date

Barton Barcel

Print - Midland Resources, L.L.C.

[Signature]

Sign - Midland Resources, L.L.C.

5/26/2023

Date

BUSINESS PROPERTY LEASE

Copy

This is a legally binding contract prepared on behalf of the Building Owners and Managers of Omaha, Inc., which assumes no responsibility for its content.

THIS LEASE is entered into this \_\_\_\_\_ Day of December, 2016, between GMD, LLC, Landlord, and Zheng's Super Buffet Inc., Tenant.

PREMISES

1. Landlord leases to Tenant 4306-23rd Street, Columbus, Platte County, Nebraska, (the "Premises"), containing approximately 6,750 square feet of area, on the following terms and conditions.

TERM

2. This Lease shall be for a term of Ten (10) Years, beginning on the 1st day of April, 2017, and ending on the 31st day of March 2026, unless terminated earlier as provided in this Lease.

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

USE OF PREMISES

3. The Premises are leased to Tenant, and are to be used by Tenant, for the purpose of operating a Chinese Restaurant and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, to keep the Premises in a clean and sanitary condition, to keep the Premises and all sidewalks and approaches thereto in a safe condition free and clear of ice and snow and all other matter which may be dangerous to the public and free of all obstructions, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

RENT

4. (a) Base Rent. The total Base Rent under this Lease is Five Hundred Twenty-Three Thousand Seven Hundred Forty-Eight and 64/100 Dollars (\$523,748.64). Tenant agrees to pay rent to Landlord at GMD, LLC, P.O. Box 787, Grand Island, NE 68802 or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month, as follows:

Beneficial occupancy granted from December 15, 2016 through April 1, 2017

For the period from April 1, 2017 to March 31, 2018	\$4,584.38 per month
For the period from April 1, 2018 to March 31, 2019	\$4,584.38 per month
For the period from April 1, 2019 to March 31, 2020	\$4,676.06 per month
For the period from April 1, 2020 to March 31, 2021	\$4,676.06 per month
For the period from April 1, 2021 to March 31, 2022	\$4,769.58 per month
For the period from April 1, 2022 to March 31, 2023	\$4,864.98 per month
For the period from April 1, 2023 to March 31, 2024	\$4,962.27 per month
For the period from April 1, 2024 to March 31, 2025	\$5,061.52 per month
For the period from April 1, 2025 to March 31, 2026	\$5,162.75 per month
For the period from April 1, 2026 to March 31, 2027	\$5,266.01 per month

(b) Operating Expenses. In addition to the Base Rent, Tenant shall pay a pro rata share of operating expenses of the real estate of which the Premises are part, parking areas, and grounds ("Real Estate"). "Operating expenses" shall mean all costs of maintaining and operating the Real Estate, including but not limited to all taxes and special assessments levied upon the Real Estate, fixtures, and personal property used by Landlord at the Real Estate, all insurance costs, all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Real Estate, including but not limited to water/sewer, garbage, lawn mowing, line painting, lighting, snow removal, landscaping, cleaning, depreciation of machinery and equipment used in such maintenance, repair and replacement, and management costs, including building superintendents. Operating Expenses shall not include property additions and capital improvements to the real estate, alterations made for specific tenants, depreciation of the Real Estate, debt service on long term debt or income taxes paid by Landlord.

"Tenant's pro rata share" shall mean the percentage determined by dividing the square feet of the Premises as shown in Paragraph 1, by the square feet of store area of the Real Estate, as defined by the American National Standard published by Building Owners and Managers Association which at the date hereof is agreed to be 6,750 square feet.

Tenant's pro rata share of the Operating Expenses shall be determined on an annual basis for each calendar year ending on December 31 and shall be prorated for the number of months Tenant occupied the Premises if Tenant did not occupy the Premises the full year. Tenant shall pay Seven Hundred Thirty-One and 25/100 Dollars (\$731.25) per month, on the first of each month in advance with rent for Tenant's estimated pro rata share of the Operating Expenses. Landlord may change this amount at any time upon written notice to Tenant. At the end of each calendar year, an analysis of the total year's Operating Expenses shall be presented to Tenant and Tenant shall pay the amount, if any, by which the Tenant's pro rata share of the Operating Expenses for the year exceeded the amount of the Operating Expenses paid by Tenant. Tenant shall pay any such excess charge to the Landlord within thirty (30) days after receiving the statement. In the event this Lease terminates at any time other than the last day of the year, the excess Operating Expenses shall be determined as of the date of termination. Upon termination of this Lease, any overpayment of Operating Expenses by Tenant shall be applied to the amounts due Landlord from Tenant under this Lease and any remaining overpayment shall be refunded to Tenant.

(c) Payment of Rent. Tenant agrees to pay the Base Rent as and when due, together with Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(d) Late Charge. If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the third day after such payments are due, Tenant agrees to pay Landlord a late charge of \$250.00.

(e) Security Deposit. As partial consideration for the execution of this Lease, the Tenant has delivered to Landlord the sum of \$0.00 as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

SERVICES

5. Landlord shall furnish no services to the Premises during normal business hours, and at such other times as Landlord may deem necessary or desirable, in the manner customary to the Real Estate. Landlord shall have the right to discontinue any service during any period for which rent is not promptly paid by Tenant. Landlord shall not be liable for damages, nor shall the rental be abated, for failure to furnish, or delay in furnishing, any service when failure to furnish, or delay in furnishing, is occasioned in whole or in part by needful repairs, renewals, or improvements, or by any strike or labor controversy, or by any accident or casualty whatsoever, or by any unauthorized act or default of any employee of Landlord, or for any other cause or causes beyond the control of Landlord. Tenant shall pay when due, all water, gas, electricity, sewer use fees, incurred at or chargeable to the Premises.



6. Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider the following in determining whether to withhold consent: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises.

Landlord shall have the right to assign its interest under this Lease or the rent reserved hereunder.

**TENANT'S IMPROVEMENTS**

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

**REPAIRS**

8. Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls and the roof of the Premises.

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

**CONDITION OF PREMISES**

9. Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted.

**PERSONAL PROPERTY AT RISK OF TENANT**

10. All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

**LANDLORD'S RESERVED RIGHTS**

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

- (a) Change the name or street address of the Real Estate.
- (b) Install and maintain signs on the Real Estate.
- (c) Have access to all mail chutes according to the rules of the United States Post Office Department.
- (d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent building, land, street, or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so.
- (e) Possess passkeys to the Premises.
- (f) Show the Premises to prospective tenants at reasonable times.
- (g) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.
- (h) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.

**INSURANCE**

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

**INDEMNITY**

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

**LIABILITY INSURANCE**

14. Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of insurance in a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such comprehensive insurance shall protect and name the Tenant as the insured and shall provide coverage of at least \$1,000,000 for injuries to any one person, \$3,000,000 for injuries to persons in any one accident and \$1,000,000 for damage to property, made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of sidewalks and other Common Areas by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

*Ins. Agent: A1  
402-564-3258  
11/10/11 The Serv Columbia, SC*



**DAMAGE BY FIRE OR OTHER CASUALTY**

15. If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed cancelled as of the date of the damage. Such damage shall not extend the Lease term.

**CONDEMNATION**

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

**DEFAULT OR BREACH**

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

**EFFECT OF DEFAULT**

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

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

**SURRENDER-HOLDING OVER**

19. Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peacefully and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be two times the monthly rent specified in the lease immediately before termination.

**SUBORDINATION AND ATTORNMENT**

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

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

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

**NOTICES**

21. Any notice to given hereunder shall be given in writing and sent by registered or certified mail to Landlord, GMD, LLC, P.O. Box 787, Grand Island, NE 68802, and to Tenant at Zheng's Saper Buffet Inc., 4306-23<sup>rd</sup> Street, Columbus, NE 68601 or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

**RIGHT TO TERMINATE**

22. Landlord shall have the right to terminate this Lease at the end of any calendar month by giving the Tenant written notice at least six months before the date of the termination of Landlord's intention to remodel, remove or demolish the Premises, or to sell, or make a ground lease of the land thereunder.

**RULES AND REGULATIONS**

23. Tenant and Tenant's agents, employees and invitees shall fully comply with all rules and regulations of the Real Estate, as amended from time to time, which are made a part of this Lease as if fully set forth herein. Landlord shall have the right to amend such rules and regulations as Landlord deems necessary or desirable for the safety, care, cleanliness, or proper operation of the Premises and the Real Estate.

**NET LEASE**

24. This is a net-net-net Lease and the parties agree and understand that Tenant shall pay Tenant's proportionate share of the real estate taxes, special assessments, insurance and all other Operating Expenses as described in subparagraph 4(b) of this Lease.



lease

#13

MISCELLANEOUS

RECEIVED

JUL 06 2017

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

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

(c) Waiver - News. The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor shall it be deemed a waiver of any provisions of this Lease.

NEBRASKA LIQUOR CONTROL COMMISSION

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

(e) Captions. The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) Brokers. Tenant hereby warrants that no real estate broker has or will represent it in this transaction and that no finder's fees have been earned by a third party.

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

OTHER PROVISIONS

26. Lease terms and conditions are subject to approval by the mortgage lending institution that holds the mortgage on the property.

27. Tenant and tenant's employees shall not, at any time, smoke inside any portion of the leased premises. Any smoking materials used outside of the leased premises shall not be discarded in the parking lot or any grassed areas of the shopping center grounds.

28. Tenant's insurance policy must list "GMD, LLC, P.O. Box 787, Grand Island, NE 68802" as Named Additional Insureds. Evidence of said insurance policy shall be provided to Landlord's Managing Agent prior to taking possession and occupancy.

29. Lease Proposal dated 11/21/2016 containing Eight (8) pages is hereby made a part of this document. Tenant to Initial Here



Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease of Tenant to Landlord.

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

[Signature]  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

GMD, LLC  
Landlord  
By [Signature]

By \_\_\_\_\_

Zhong's Super Buffet Inc.  
Tenant  
By [Signature]

By [Signature]

PERSONAL GUARANTEE

The undersigned hereby unconditionally guarantee unto the Landlord the payment of the rent and the performance of all of the covenants under the Lease by the Tenant and hereby waive notice of any default under the Lease and agree that this liability shall not be released or affected by an extension of time for payment or by any forbearance by the Landlord.

Dated this 19 day of December, 2016  
By: XIAO X. ZHENG  
Name: \_\_\_\_\_  
Street Address: 3172 mimick Ln.  
City, State, Zip: Columbus, NE, 68601  
Phone: 402-270-4638  
E-mail: \_\_\_\_\_

By: Chen Q S  
Name: Ke Sang Chen  
Street Address: 3365 mimick Ln.  
City, State, Zip: Columbus, NE, 68601  
Phone: 646-203-2165  
E-Mail: \_\_\_\_\_



# A Lease Proposal For: *Super China Buffet*

*GMD*

## Rental Location

Columbus West Center  
4300 23<sup>rd</sup> Street  
Columbus NE

## Suite Data

45' - 6" x 148' - 4"  
6,750 Square Feet  
Ceiling Height - 13' & 10'

## Site Data

Parking as required by Zoning & Codes.  
Concrete Service Pad and Parking North of Suite.

## Lease Terms

NNN - Tenant pays Rent, Utilities, Common Area Maintenance, Prorated Property taxes and Insurance for 10 a Year period.  
Tenant pays for maintenance of all equipment as required by equipment Mfg, and Landlord ensures building and equipment are provided as required for Restaurant Industry Standards.

## Rental Rates

\$8.15/Square Foot, \$55,020.00 Annually and \$4,584.38 On or before the first of the month with Annual adjustments.

11/21/2016

## SCOPE OF WORK

*Super China Buffet - Columbus, NE*

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

**GMD LLC**  
PO BOX 787  
GRAND ISLAND NE 68802



# SCOPE OF WORK

*Super China Buffet/GMD LLC, Columbus, NE*

## SITework:

- Strip topsoil for concrete slab at the back of the building for delivery trucks.
- Grade and compact sub base for new concrete.
- Install 8" thick concrete delivery truck slab.

## EXCAVATION:

- Excavate for grade beam foundations for 2 door stoops at the north wall.
- Backfill grade beam for 2 foundations for building and stoops.

## BUILDING CONCRETE:

- Saw cut and remove floors for new drain lines.
- Saw cut and remove floors for stub wall support angles.
- Concrete for grade beams for 2 stoops will be 3000 psi concrete.
- Concrete for 2 stoop tops, to be 3000 psi.
- Concrete for the truck slabs will be 47B, 4,000 psi.
- Concrete for floor patching for new drain lines and hole patching to be 3000 psi.

## STRUCTURAL STEEL:

- Furnish and install all Grade 60 rebar in the grade beam for the 2 stoops.
- Furnish and install steel angles set into the floor for booth stub wall supports.
- Furnish and install a steel angle frame in the floor for the pit dock leveler.



**CARPENTRY:**

- Install wood blocking for toilet accessories.
- Install wood blocking for counter tops.
- Install wood blocking on the top of the stub walls to attach the wood trim to.
- Install a sheet of 3/4" plywood on the wall in the mechanical room.
- All existing walls and bulkheads not incorporated into the project will be removed.

**MILLWORK:**

- Furnish and install poplar wood trim on the top of the booth stub walls.

**DOORS, FRAMES AND HARDWARE:**

- Furnish and install hollow metal doors frames for all walk doors.
- Furnish and install exterior hollow metal door.
- Furnish and install commercial hardware on the doors. Hardware as per specifications.
- Furnish and install panic exit devices on the exit doors.
- Furnish and install passage hardware on the restroom doors.
- Furnish and install passage hardware on the Mechanical Room.
- Furnish and install new aluminum framing for the interior vestibule.
- Furnish and install a pair of aluminum doors at the interior entry vestibule.
- Furnish and install 1/4" tempered glass in the interior entry vestibule frame.

**GYPSUM BOARD ASSEMBLIES:**

- All interior walls will be framed with 3 5/8" steel studs, and will have 5/8" fire code sheetrock installed on both sides of the walls up to above the ceilings.
- The exterior wall at the front of the restaurant will be framed with 3 5/8" steel studs, and furring strips as necessary to match the existing wall. The wall will have 5/8" fire code sheetrock on one side to match the adjacent wall surface.
- The stub walls between the booths will be framed with 3 5/8" steel studs.



Copy

**GYPSUM BOARD ASSEMBLIES (Cont'd.):**

- The stub walls will be anchored with steel angles set in concrete in the floor and bolted to the angles.
- The stub walls will have 5/8" fire code sheetrock on both sides.
- The existing demising wall between Sears and the Restaurant will be repaired, skimmed, and fire safing at the top to provide a one hour separation wall.
- All walls will have unfaced sound batt insulation.
- All exposed walls will be taped and finished, ready for paint.

**ACOUSTICAL CEILINGS:**

- All areas are to receive a suspended acoustical ceiling system.
- All ceilings are will be 2' x 2'.
- The acoustical ceiling tile will be a flat, non- directional tile.

**FLOOR COVERINGS:**

- No floor coverings are included.

**PAINTING:**

- All sheetrock walls are to receive 1 coats of primer paint.
- All hollow metal doors and frames are to be factory prime painted only.

**MISC. SPECIALTIES:**

- The restrooms will have 2 grab bars each.
- The restrooms will have one toilet paper holder at each toilet.
- The restroom will have one liquid soap dispenser.
- The restroom will have one paper towel dispenser.
- The restroom will have a framed mirror.
- The restroom doors will have a sign.



**PLUMBING:**

- Install a new water lines for the Kitchen and Restrooms.
- Install a new sanitary sewer lines as necessary, connected to the existing lines for the Restrooms, Kitchen and hot food bars.
- Install a floor sink under each hot food bar.
- Install toilets in the restrooms as indicated on the drawings.
- Install one sink in the restroom.
- Install an 80 gal. gas water heater in the mechanical room area.
- Install a grease interceptor for the kitchen.
- Install new gas lines as required for the wok's.
- Install new gas lines for 3 roof top units.
- Install one mop sink in the mechanical room.

**HEATING:**

- Install 2 - 20 ton gas fired roof top units.
- Install one 15 ton gas fired roof top unit.
- Install exhaust fans for each Restroom.
- Install ductwork for the heating and air conditioning systems.
- Install ceiling diffusers for the supply and return air systems.
- Install thermostats for the roof top units.

**ELECTRICAL:**

- Install an 800 amp electrical service panel, connected to the existing buildings electrical system.
- Install electrical outlets as per code.
- Install 2 x 4 troffer light fixtures.
- Install boxes and conduit for the owner furnished phone and data wiring.
- Electrical connections for all roof top units and exhaust fans.
- All electrical as per NEC



Copy

**GENERAL CONDITIONS:**

- Mobilization & Layout
- Power, water, phone, portable toilets during construction
- Building Plans and Permits.
- Architectural Design and project monitoring.
- Building & Site Cleanup at the completion of the project.

**ITEMS FOR THE TENANTS CONSIDERATION:**

We do not have any costs OR money budgeted for these items included in our proposal and the Owner should budget to pay for these items.

- Furnishing and installing phone and data wiring.
- Signage.
- Building signage.
- Furnishing and installing all kitchen equipment and racks.
- Furnishing and installing all cabinets, waitress stations, kitchen counters and cabinets, vanities and hostess counters.
- Furnishing and installing all interior décor items. (pictures, wall sconces, etc.)
- Furnishing and installing all floor coverings.
- Finish painting all walls and doors.
- Furnishing and installing any booths, tables and chairs.
- Furnishing and installing any computer or point of sale systems.
- Furnishing and installing any exhaust hoods, make up air systems and ansul fire extinguishing systems for the hoods.
- Furnishing and installing any window coverings.
- Furnishing all wiring and final hook ups on all owner supplied equipment.

***GMD LLC WILL PROVIDE YOU:***

- A complete warranty for 1 year from the date that you move in or the date of substantial completion.
- Warranties that we negotiate with some manufacturers' that extend beyond the 1 or 2 year complete warranty.
- Both a Hard Copy and digital copy of the Owners Maintenance Manuals.
- Training on the operations of all systems that are installed for your project.



*we are passionate about our work.*

We enjoy construction and we make it fun, we hope you enjoy it too! Your building is what you do and is all about you. There is nothing more rewarding than to see our clients succeed in the building we build for them. That is our goal, passion and work....

For more information contact:

**Jerry Huismann**  
President - Lacy Construction Company  
Managing Partner for GMD LLC  
308-384-2866  
Cell #308-379-0849



Copy

***the process***

GMD LLC will provide a lease to sign prior to beginning the work. The start date of the lease will be approximated and adjusted when you are satisfied we have completed our work.

To speed the process up, we will be happy to complete the work you are responsible for in conjunction with our work. We can provide you a bid to do that work or we can work with your contractor. If there is structural work to be done (like the Exhaust Hood), we will provide specifications for your staff to follow and we will supervise that installation to ensure correct products and procedures.

Our goal is to make the process as quick and as pleasant as possible for you. We have much experience in the hospitality industry and we can share that with you. Construction is a challenging process, sometimes difficult to communicate and understand, if you have a question or concern, please ask, it is easier to make changes to the project before a product is installed but very costly once incorporated into the building!

**Lacy Construction Company**

Our experience enhances your experience. As a family-owned and operated company that's been in business for more than 70 years, our team and our processes are designed to produce great buildings and great customer experiences.

***our quality is non-negotiable.***

With Lacy Construction Company, we've engineered our processes to produce quality that's evident in every project we build, unlike others who occasionally achieve it by chance. That quality is made possible by the longevity of our dedicated staff and attested to by our many customers who choose Lacy Construction again and again to meet their building needs.

***we are committed to your success.***

We take time to understand your goals so that we can help create buildings and environments which augment your business, inspire (provide for) your associates and well-serve your customers.



**The Offer - Lease Specifics:****Lease Terms**

Columbus West Center  
4300 23<sup>rd</sup> Street  
Columbus NE

45'- 6" x 148'- 4"  
6,750 Square Feet  
Ceiling Height - 13' & 10'

NNN - Tenant pays Rent, Utilities, Common Area Maintenance, Prorated Property taxes and Insurance for 10 a Year period.

Tenant pays for maintenance of all equipment as required by equipment Mfg, and Landlord ensures building and equipment are provided as required for Restaurant Industry Standards.

**Rental Rates**

\$8.15/Square Foot, \$55,020.00 Annually and \$4,584.38 on or before the first of the month.

YR	Rate	Annual	Monthly
1	\$ 8.15	\$ 55,013	\$ 4,584.38
2	\$ 8.15	\$ 55,013	\$ 4,584.38
3	\$ 8.31	\$ 56,113	\$ 4,676.06
4	\$ 8.31	\$ 56,113	\$ 4,676.06
5	\$ 8.48	\$ 57,235	\$ 4,769.58
6	\$ 8.65	\$ 58,380	\$ 4,864.98
7	\$ 8.82	\$ 59,547	\$ 4,962.27
8	\$ 9.00	\$ 60,738	\$ 5,061.52
9	\$ 9.18	\$ 61,953	\$ 5,162.75
10	\$ 9.36	\$ 63,192	\$ 5,266.01

**CAM**

Current CAM is \$0.98 PSF.



File

# SITE PLAN

River Valley Properties

B.J. Barcell

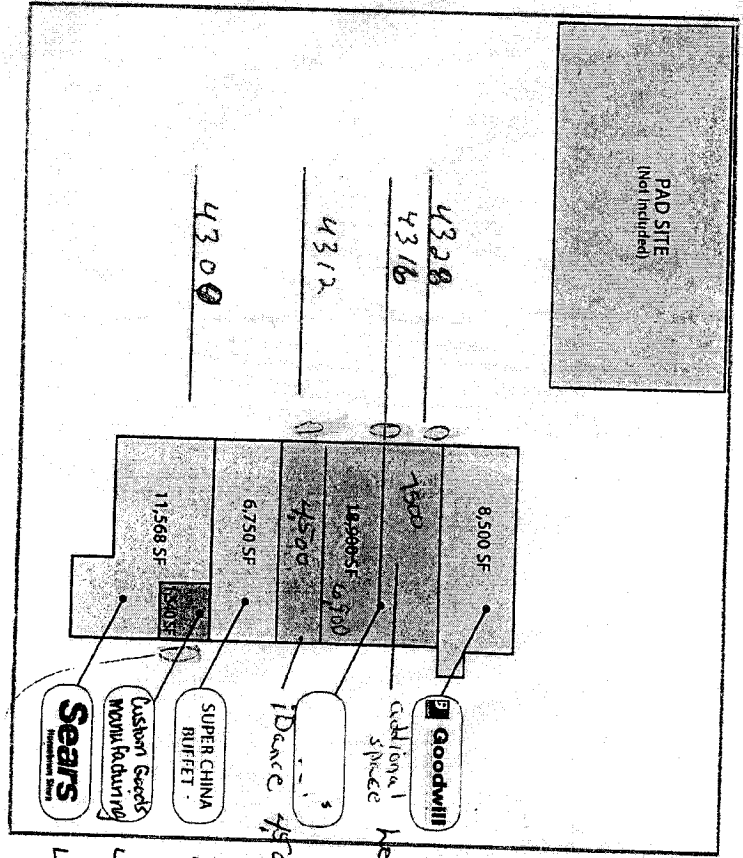
1402-750-2345

[bj@barcellent.com](mailto:bj@barcellent.com)

[krystal@barcellent.com](mailto:krystal@barcellent.com)

44TH AVENUE

HWY 81



- Total Sqft  
47,958

± Z

4330 3rd St.

Additional space  
14,000 SF

Dance 49500

4306 3rd St.

SUPER CHINA RUFFET

4303 23rd St.

Custom Goods Mfg/Manufacturing

4300 3rd St.

Rear Access

Barcell

## Trevino, Victoria

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**From:** Trevino, Victoria  
**Sent:** Monday, April 29, 2024 4:45 PM  
**To:** chaohuang65@yahoo.com  
**Subject:** A-126415 Super Buffet Replacing Application

Good afternoon,

We received your liquor license application. However, the following requirements are needed:

- ✓1. Is the mailing address the same as the premises address?
- ✓2. What are the building dimensions?
  - ✓a. Is there a basement or outdoor area? If so, please provide the dimensions.
  - ✓b. How many floors is the building?
3. Please provide a diagram of the area to be licensed.
- ✓4. What are your hours of operation?
- ✓5. Please provide a letter of support from the Connection Christian Church.
- ✓6. The addendum to the lease cannot be accepted without the full copy of the original lease. Please submit the copy of the signed lease and the signed addendum as a PDF.
- ✓7. What is the business/premises email?
- ✓8. Please Submit Form 147 for the manager and president.
- ✓9. Please submit a copy of the business plan.

Please return the requested items at your earliest convenience, so we may continue processing your liquor license application.

Please let me know if you have any questions. Thank you,

*Victoria Trevino*

Administrative Specialist - Licensing Division  
Nebraska Liquor Control Commission  
(402) 471-4893  
(402) 471-2814 fax  
web: <http://www.lcc.nebraska.gov>

\*We will be transitioning to our new software processing system on May 6<sup>th</sup>. Please watch your inbox for further information regarding this change!\*

Q1: mailing Address: 4306 23rd St. Columbus NE 68601 ✓

Q2: ✓

a. No ✓

b. 1 ✓

✓Q3: Attached.

✓Q4: 11:00 a.m. - 9:00 p.m.

✓Q5: Attached.

✓Q6: Attached.

✓Q7: chao huang65@yahoo.com.

✓Q8: attached

✓Q9: attached,

7.B. (Not a Public hearing) - Application from Convergence LLC for preliminary plat of Wishbones 1st Subdivision (east side of 63rd Avenue north of Howard Boulevard). (Planning Commission recommends approval.)

The City of **Columbus**

**MEMORANDUM**

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**DATE:** May 9, 2024  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Wishbones 1st Subdivision – Preliminary and Final Plats

**RECOMMENDATION:**

I recommend the approval of the Preliminary Plat of Wishbones 1st Subdivision as it is amenable with the adjacent land use and is in accordance with the Columbus Land Development Ordinance.

I recommend the approval of the Final Plat as it is consistent with the Preliminary Plat.

**DISCUSSION:**

The subdivision is due to the required relocation of the roundabout in 63<sup>rd</sup> Avenue resulting in the need to revise adjacent lots in Wishbones Addition, Outlots B, C and G. The subdivision consists of 3 lots which were resized and the addition of an internal lot for a total of 3 lots. The property is already within the city limits.

**FISCAL IMPACT:**

None.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Andrew J. Weeber

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

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

DATE: 3/26/2024

NAME OF SUBDIVISION: WISHBONES 1ST SUBDIVISION

NAME OF PROPERTY OWNER: CONVERGENCE, LLC

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: TOM JACKSON

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 27901 WOODSIDE DR., COLUMBUS, NE

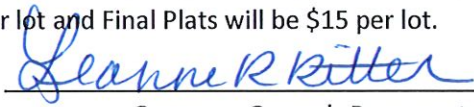
PHONE NUMBER: 402-276-3479

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: tjack.son@outlook.com

NUMBER OF LOTS IN SUBDIVISION: 4

ADDRESS OF SUBDIVISION: Outlots B, C, and G of Wishbones Addition

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

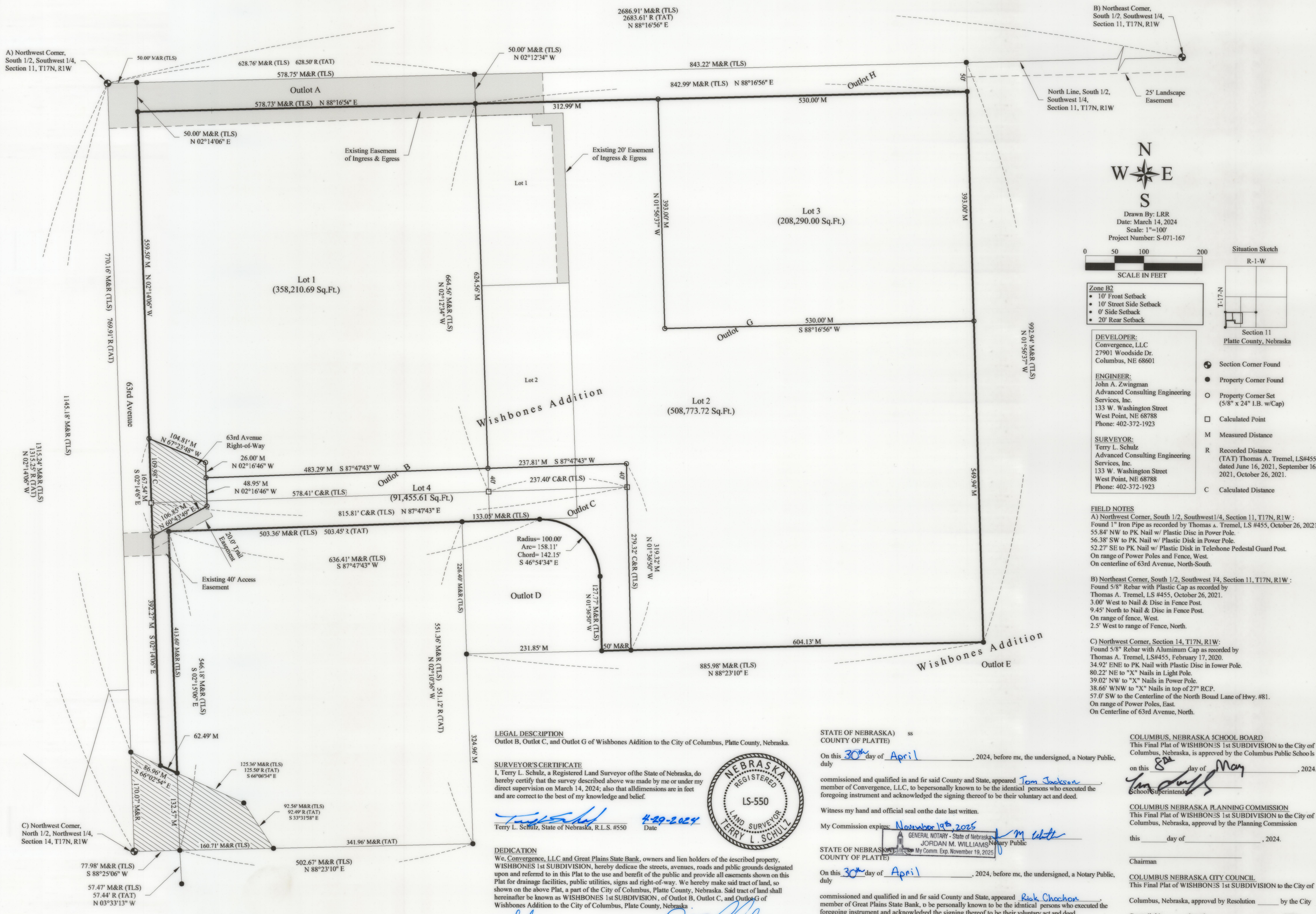
  
\_\_\_\_\_  
Owner or Owner's Representative

Christopher Bikus, Kutak Rock  
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: \_\_\_\_\_

City Attorney  
Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)  
Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

FINAL PLAT  
**WISHBONES 1st SUBDIVISION**  
 A Subdivision Of Outlots B, C, and G of Wishbones  
 Addition to the City of Columbus, Platte County, Nebraska.



B) Northeast Corner, South 1/2, Southwest 1/4, Section 11, T17N, R1W

North Line, South 1/2, Southwest 1/4, Section 11, T17N, R1W

25' Landscape Easement

**N**  
**W** **E**  
**S**

Drawn By: LRR  
 Date: March 14, 2024  
 Scale: 1"=100'  
 Project Number: S-071-167

0 50 100 200  
 SCALE IN FEET

**Zone B2**  
 • 10' Front Setback  
 • 10' Street Side Setback  
 • 0' Side Setback  
 • 20' Rear Setback

**Situation Sketch**  
 R-1-W  
 T-17-N  
 Section 11  
 Platte County, Nebraska

- DEVELOPER:**  
 Convergence, LLC  
 27901 Woodside Dr.  
 Columbus, NE 68601
- ENGINEER:**  
 John A. Zwingman  
 Advanced Consulting Engineering Services, Inc.  
 133 W. Washington Street  
 West Point, NE 68788  
 Phone: 402-372-1923
- SURVEYOR:**  
 Terry L. Schulz  
 Advanced Consulting Engineering Services, Inc.  
 133 W. Washington Street  
 West Point, NE 68788  
 Phone: 402-372-1923
- Section Corner Found
  - Property Corner Found
  - Property Corner Set (5/8" x 24" I.B. w/Cap)
  - Calculated Point
  - M Measured Distance
  - R Recorded Distance (TAT) Thomas A. Tremel, LS#455, dated June 16, 2021, September 16, 2021, October 26, 2021.
  - C Calculated Distance

**FIELD NOTES**

A) Northwest Corner, South 1/2, Southwest 1/4, Section 11, T17N, R1W:  
 Found 1" Iron Pipe as recorded by Thomas A. Tremel, LS #455, October 26, 2021.  
 55.84' NW to PK Nail w/ Plastic Disc in Power Pole.  
 56.38' SW to PK Nail w/ Plastic Disc in Power Pole.  
 52.27' SE to PK Nail w/ Plastic Disc in Telephone Pedestal Guard Post.  
 On range of Power Poles and Fence, West.  
 On centerline of 63rd Avenue, North-South.

B) Northeast Corner, South 1/2, Southwest 1/4, Section 11, T17N, R1W:  
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 On range of fence, West.  
 2.5' West to range of Fence, North.

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 Found 5/8" Rebar with Aluminum Cap as recorded by Thomas A. Tremel, LS#455, February 17, 2020.  
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 38.66' WNW to "X" Nails in top of 27" RCP.  
 57.0' SW to the Centerline of the North Bound Lane of Hwy. #81.  
 On range of Power Poles, East.  
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**LEGAL DESCRIPTION**  
 Outlot B, Outlot C, and Outlot G of Wishbones Addition to the City of Columbus, Platte County, Nebraska.

**SURVEYOR'S CERTIFICATE**  
 I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on March 14, 2024; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

*Terry L. Schulz*  
 Terry L. Schulz, State of Nebraska, R.L.S. #550 Date **4-29-2024**



**DEDICATION**  
 We, Convergence, LLC and Great Plains State Bank, owners and lien holders of the described property, WISHBONES 1st SUBDIVISION, hereby dedicate the streets, avenues, roads and public grounds designated upon and referred to in this Plat to the use and benefit of the public and provide all easements shown on this Plat for drainage facilities, public utilities, signs and right-of-way. We hereby make said tract of land, so shown on the above Plat, a part of the City of Columbus, Platte County, Nebraska. Said tract of land shall hereinafter be known as WISHBONES 1st SUBDIVISION, of Outlot B, Outlot C, and Outlot G of Wishbones Addition to the City of Columbus, Platte County, Nebraska.

*Terry L. Schulz*  
 Convergence, LLC

*Rick Chochon*  
 Great Plains State Bank

STATE OF NEBRASKA) ss  
 COUNTY OF PLATTE)

On this 30<sup>th</sup> day of April, 2024, before me, the undersigned, a Notary Public, duly

commissioned and qualified in and for said County and State, appeared Tom Jackson, member of Convergence, LLC, to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my hand and official seal on the date last written.

My Commission expires: November 19<sup>th</sup>, 2025

STATE OF NEBRASKA) ss  
 COUNTY OF PLATTE)

On this 30<sup>th</sup> day of April, 2024, before me, the undersigned, a Notary Public, duly

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**COLUMBUS, NEBRASKA SCHOOL BOARD**  
 This Final Plat of WISHBONES 1st SUBDIVISION to the City of Columbus, Nebraska, is approved by the Columbus Public Schools on this 8<sup>th</sup> day of May, 2024.  
*Tom Schulz*  
 School Superintendent

**COLUMBUS NEBRASKA PLANNING COMMISSION**  
 This Final Plat of WISHBONES 1st SUBDIVISION to the City of Columbus, Nebraska, approved by the Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
 \_\_\_\_\_  
 Chairman

**COLUMBUS NEBRASKA CITY COUNCIL**  
 This Final Plat of WISHBONES 1st SUBDIVISION to the City of Columbus, Nebraska, approved by Resolution \_\_\_\_\_ by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
 \_\_\_\_\_  
 Mayor  
 \_\_\_\_\_  
 City Clerk

7.C. Public hearing - Application from Convergence LLC for final plat and development agreement of Wishbones 1st Subdivision (east side of 63rd Avenue north of Howard Boulevard). (Planning Commission recommends approval.)

## NOTICE OF HEARING

You are hereby notified that a public hearing before the mayor and council of the City of Columbus, NE, will be held on Monday, May 20, 2024, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the final plat and development agreement of Wishbones 1st Subdivision, Outlot B, Outlot C, and Outlot G of Wishbones Addition to the City of Columbus, Platte County, Nebraska (east side of 63rd Ave north of Howard Blvd) and at said time and place you may appear and be heard.

City of Columbus, NE

Shuraya Frauendorfer, City Clerk

Publish: 05:09:24

Two Affidavits of Publication

The City of **Columbus**

**MEMORANDUM**

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**DATE:** May 9, 2024  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Wishbones 1st Subdivision – Preliminary and Final Plats

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**FISCAL IMPACT:**

None.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Andrew J. Weeber

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

**MAJOR APPLICATION  
FOR SUBDIVISION OR ADDITION  
PRELIMINARY PLAT / ~~FINAL~~**

(CIRCLE ONE)

DATE: 3/26/2024

NAME OF SUBDIVISION: WISHBONES 1ST SUBDIVISION

NAME OF PROPERTY OWNER: CONVERGENCE, LLC

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: TOM JACKSON

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 27901 WOODSIDE DR., COLUMBUS, NE

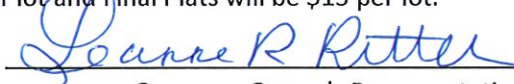
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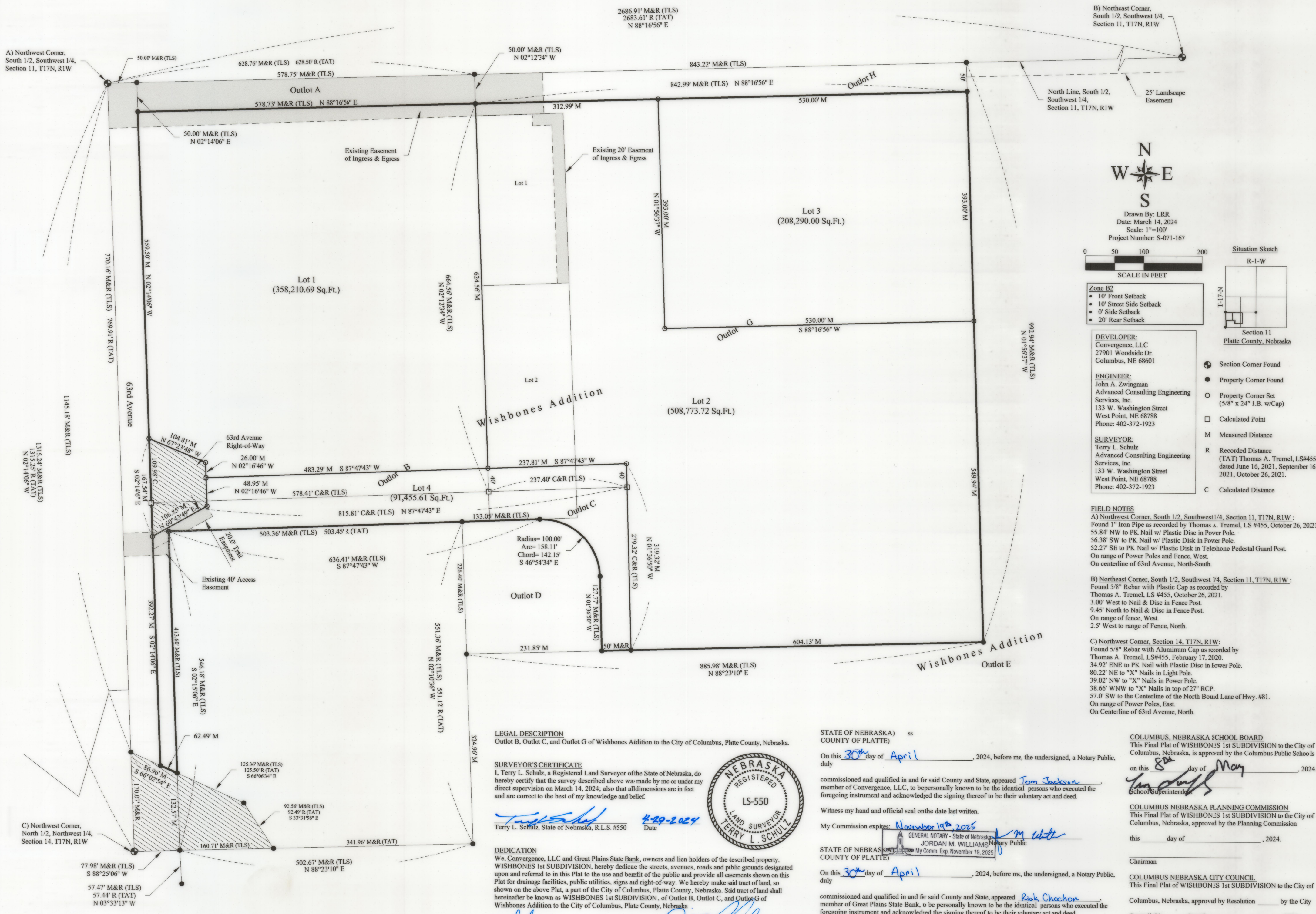
  
\_\_\_\_\_  
Owner or Owner's Representative

Christopher Bikus, Kutak Rock  
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: \_\_\_\_\_

City Attorney  
Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)  
Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

FINAL PLAT  
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25' Landscape Easement

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Drawn By: LRR  
 Date: March 14, 2024  
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**Situation Sketch**  
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  - Calculated Point
  - M Measured Distance
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 On Centerline of 63rd Avenue, North.

**LEGAL DESCRIPTION**  
 Outlot B, Outlot C, and Outlot G of Wishbones Addition to the City of Columbus, Platte County, Nebraska.

**SURVEYOR'S CERTIFICATE**  
 I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on March 14, 2024; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

*Terry L. Schulz*  
 Terry L. Schulz, State of Nebraska, R.L.S. #550 Date **4-29-2024**



**DEDICATION**  
 We, Convergence, LLC and Great Plains State Bank, owners and lien holders of the described property, WISHBONES 1st SUBDIVISION, hereby dedicate the streets, avenues, roads and public grounds designated upon and referred to in this Plat to the use and benefit of the public and provide all easements shown on this Plat for drainage facilities, public utilities, signs and right-of-way. We hereby make said tract of land, so shown on the above Plat, a part of the City of Columbus, Platte County, Nebraska. Said tract of land shall hereinafter be known as WISHBONES 1st SUBDIVISION, of Outlot B, Outlot C, and Outlot G of Wishbones Addition to the City of Columbus, Platte County, Nebraska.

*Terry L. Schulz*  
 Convergence, LLC

*Rick Chochon*  
 Great Plains State Bank

STATE OF NEBRASKA) ss  
 COUNTY OF PLATTE)  
 On this 30<sup>th</sup> day of April, 2024, before me, the undersigned, a Notary Public, duly

commissioned and qualified in and for said County and State, appeared Tom Jackson, member of Convergence, LLC, to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my hand and official seal on the date last written.  
 My Commission expires: November 19<sup>th</sup>, 2025

STATE OF NEBRASKA) ss  
 COUNTY OF PLATTE)  
 On this 30<sup>th</sup> day of April, 2024, before me, the undersigned, a Notary Public, duly

commissioned and qualified in and for said County and State, appeared Rick Chochon, member of Great Plains State Bank, to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my hand and official seal on the date last written.  
 My Commission expires: November 19<sup>th</sup>, 2025

STATE OF NEBRASKA) ss  
 COUNTY OF PLATTE)  
 On this 30<sup>th</sup> day of April, 2024, before me, the undersigned, a Notary Public, duly

commissioned and qualified in and for said County and State, appeared Jordan M. Williams, member of Convergence, LLC, to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

COLUMBUS, NEBRASKA SCHOOL BOARD  
 This Final Plat of WISHBONES 1st SUBDIVISION to the City of Columbus, Nebraska, is approved by the Columbus Public Schools on this 8<sup>th</sup> day of May, 2024.  
*Tom Schulz*  
 School Superintendent

COLUMBUS NEBRASKA PLANNING COMMISSION  
 This Final Plat of WISHBONES 1st SUBDIVISION to the City of Columbus, Nebraska, approved by the Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Chairman  
 COLUMBUS NEBRASKA CITY COUNCIL  
 This Final Plat of WISHBONES 1st SUBDIVISION to the City of Columbus, Nebraska, approved by Resolution \_\_\_\_\_ by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
 Mayor  
 City Clerk

7.C.1. Resolution No. R24-65 approving final plat and development agreement.

# DRAFT

## RESOLUTION NO. R24-65

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: OUTLOT B, OUTLOT C, AND OUTLOT G OF WISHBONES ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, HEREINAFTER TO BE KNOWN AS "WISHBONES 1ST SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA"; APPROVING THE PLAT THEREOF; APPROVING THE DEVELOPMENT AGREEMENT BETWEEN CONVERGENCE, L.L.C., AND THE CITY OF COLUMBUS, SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF OWNER/SUBDIVIDER CONCERNING SAID SUBDIVISION, INCLUDING PROVIDING FOR THE PUBLIC IMPROVEMENTS NECESSARY TO SERVE THE PROPERTY AND AUTHORIZING THE MAYOR TO SIGN THE SAME.

WHEREAS, Convergence, L.L.C., a Nebraska limited liability company is the owner of real estate described as follows:

Outlot B, Outlot C, and Outlot G of Wishbones Addition to the City of Columbus, Platte County, Nebraska, all of which is presently platted and within the boundaries and within the zoning jurisdiction of the City of Columbus, Nebraska; and

WHEREAS, said owner has subdivided out said land into lots, blocks, and streets, with appropriate utility easement areas under the name of Wishbones 1<sup>st</sup> Subdivision to the City of Columbus, Platte County, Nebraska; and

WHEREAS, said owner has caused an accurate plat thereof to be made, designating explicitly the land so laid out and particularly describing the lots, blocks, streets, and easement areas belonging to such addition, all as provided by law, a copy of which plat is attached hereto; and

WHEREAS, said owner has executed an instrument of dedication of the streets, public ways, trail easement and utilities easements to the use and benefit of the public, all as provided by law, said instrument being attached to said plat; and

WHEREAS, said plat has attached thereon a certificate of a competent land surveyor certifying the same as provided by law, and said plat and deed of dedication in no way changes the present zoning classification of the area included therein; and

WHEREAS, the plat referred to herein is the plat bearing the certificate of \_\_\_\_\_, under the date of \_\_\_\_\_, 2024, which plat has been heretofore approved by the Columbus Planning Commission; and

WHEREAS, said owner has agreed to certain duties and responsibilities concerning said addition including installation of the public improvements necessary to serve the area being platted, including extending water and sewer mains and street paving, in accord with the regulations of the City of Columbus and the requirements of the city engineer as detailed in the attached Wishbones 1<sup>st</sup> Subdivision Development Agreement which is attached hereto marked Exhibit "A" and incorporated herein by reference; and

WHEREAS, said proposed subdivision and plan for development has been heretofore submitted to the planning commission of Columbus, Nebraska, the city engineer, and Platte County School District No. 001, Columbus, Nebraska; and

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of approving the final plat; and

WHEREAS, after public hearing, the planning commission recommended approval of the plat of Wishbones 1<sup>st</sup> Subdivision to the City of Columbus, Nebraska; and

WHEREAS, a Development Agreement has been prepared for said subdivision setting forth in the agreement between the City of Columbus and the subdivision, including the duties and responsibilities of the Subdivider and lot owners, said agreement is attached hereto marked Exhibit "A" and incorporated herein by reference; and

WHEREAS, the mayor and city council held a separate public hearing on the approval of the final plat of said subdivision and following such public hearing, and having heard all persons appearing at such hearing, approved said final plat.

NOW, THEREFORE, BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, that the Deed of Dedication for Wishbones 1<sup>st</sup> Subdivision to the City of Columbus, Nebraska, be and the same is hereby accepted, and the plat thereof be and the same hereby is approved as provided by law, and that the mayor is hereby authorized and instructed to endorse such approval on said original plat and that the area carry the classification heretofore assigned it as "B2" zone according to the Zoning Regulations of the City of Columbus, Nebraska, and that the Wishbones 1<sup>st</sup> Wishbones Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted and the mayor is hereby authorized to sign the same.

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A

[WISHBONES 1<sup>st</sup> WISHBONES DEVELOPMENT AGREEMENT]

Please return to:  
Christopher M. Bikus  
1650 Farnam Street  
Omaha, NE 68102-2186  
Chris.bikus@kutakrock.com

**WISHBONES 1<sup>ST</sup> SUBDIVISION  
DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered on 29<sup>th</sup> day of May, 2024 by and between CONVERGENCE, L.L.C. (hereinafter referred to as "Subdivider") and the CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

**WITNESSETH**

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as Wishbones 1<sup>st</sup> Subdivision, to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

WHEREAS, the CITY requires public improvements in the Area to be Developed; and,

WHEREAS, the Subdivider wishes to connect the system of roadways, trails, sanitary sewers, water, and storm sewers to be constructed within the Area to be Developed to the roadways, sidewalks, trails, sanitary sewer, water, and storm sewer system of the City.

WHEREAS, this Development Agreement involves certain lots within the tract of land previously platted as Wishbones Addition and governed by the Wishbones Addition Development Agreement; and

WHEREAS, the Subdivider herein desires to ratify and confirm the terms and provisions contained in said Wishbones Addition Development Agreement and said prior agreement along with the within agreement shall be applicable to the Wishbones 1<sup>st</sup> Subdivision.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

For the purpose of this Development Agreement, the following words and phrases shall have the following meanings:

The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, study fees, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs and miscellaneous costs.

"Property benefited" shall mean property within the Area to be Developed (Exhibit "A"), which will comprise \_\_\_\_\_ acres of property.

#### SECTION I

Subdivider and City covenant that the following public improvements shall be installed and provided by Subdivider as set forth herein, at Subdivider's expense, subject to the exceptions and clarifications detailed herein:

- A. No vehicular access to Lot 1 will be provided directly from 63<sup>rd</sup> Avenue and must access 63<sup>rd</sup> Avenue from the roundabout at a pre-approved distance from the end of said roundabout.
- B. No vehicular access to Lot 4 will be provided directly from 63<sup>rd</sup> Avenue and must access 63<sup>rd</sup> Avenue from the roundabout at a pre-approved distance from the end of said roundabout.

The lots created by Wishbones 1<sup>st</sup> Subdivision shall remain under the same obligation associated with and pursuant to the Wishbones Addition, Development Agreement and Deed of Dedication.

#### SECTION II

Subdivider and City covenant and agree that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements, and testing procedures therefor, except as otherwise provided in this Development Agreement.

#### SECTION III

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdivider to connect its sewer system to the sewer system of the City in such manner and at such place or places designated on plans submitted by the Subdivider's engineer and approved by the City.

B. Without prior written approval by the City, the Subdivider shall not permit any sewer lines or sewers outside the present boundaries of the Area to be Developed to connect to the sewer or sewer lines of the Area to be Developed, any sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the boundaries of the Area to be Developed.

C. At all times, all sewage from and through said Area to be Developed into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

D. Before any connection from any premises to the sewer system of the Area to be Developed may be made, a permit shall be obtained for said premises, and its connection from the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

E. Notwithstanding any other provisions of this Development Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Area to be Developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulations.

#### SECTION IV

All buildings built in the Area to be Developed shall be constructed in compliance with the most recent City of Columbus Building Requirements at the time of application for the building permits, to the extent possible.

#### SECTION V

Installation of entrance signs or related fixtures and any median landscaping and related fixtures, if any, shall be paid by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Development Agreement.

The administration of this Development Agreement shall be through the offices of the undersigned officers for their respective entities.

This Development Agreement shall be binding upon parties, their respective successors and assigns.

This Development Agreement shall be recorded at the Platte County Register of Deeds office, at the Subdivider's expense, within 30 days of final plat approval.

#### SECTION VI

The Subdivider shall install all public improvements within a time period of two (2) years after the signing of this Development Agreement. An extension of this time period may be requested by the Subdivider and if said request receives a recommendation of Planning Commission and favorable approval by the City Council the deadline will be extended pursuant to the new deadline set by the City Council.

#### SECTION VII

Subdivider ratifies and confirms the terms and provisions contained in the Wishbones Addition Development Agreement and the parties herein acknowledge that said prior agreement remains applicable to the Wishbones 1<sup>st</sup> Subdivision and is not superseded or otherwise altered by operation of the agreement herein.

#### SECTION VIII

This Agreement shall run with the land and shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns, including all future lot owners of the Area to be Developed.

IN WITNESS WHEREOF, we the executing parties, by ourselves or our respective duly authorized agents, hereby enter into this Development Agreement:

ATTEST:

CITY OF COLUMBUS

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

\_\_\_\_\_  
MAYOR Date

APPROVED AS TO FORM

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

SUBDIVIDER

CONVERGENCE, L.L.C.

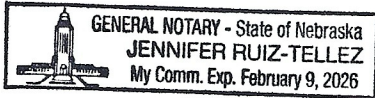
By [Signature]

Dated this 29<sup>th</sup> day of May, 2024

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF PLATTE )

On this 29<sup>th</sup> day of May, 2024, before me a Notary Public, duly commissioned and qualified in and for said County, appeared CONVERGENCE LLC, who is personally known by me to be the identical person whose name is affixed to the Development Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

Witness my hand and Notarial Seal the day and year last above written.



[Signature]  
Notary Public

(My commission expires: 2/9/26)

**EXHIBIT A**

**PRELIMINARY PLAT**

[See following one (1) page.]



Once Recorded Return Document To: Christopher M. Bikus Kutak Rock 1620 Farnam St. Omaha, NE  
68102

### DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That CONVERGENCE, L.L.C., a Nebraska limited liability company, is the proprietor and owner of the following described real estate:

Outlot B, Outlot C, and Outlot G of Wishbones Addition to the City of Columbus, Platte County, Nebraska.

and has caused the above-described real estate to be laid out into lots, blocks, streets, and easement areas belonging to such Subdivision, under the name of Wishbones 1<sup>st</sup> Subdivision to the City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing the lots, streets, and easements belong to such Addition, a plat of which bearing date of March 14, 2024 and certified by Terry L. Schulz, registered land surveyor, is attached hereto.

Said owner hereby dedicates the streets, right of way and easement areas set out and described on said plat including the existing easements of ingress and egress to the use and benefit of the public, together with a perpetual easement for the installation of public utilities and maintenance thereof over and across the lots as set out in said plat and therein designated as "Easements".

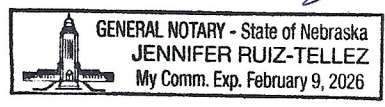
Said owner and dedicator covenants and agrees with the City of Columbus to lay, at its own expense, and in accordance with specifications acceptable to the City Water and Sanitary Sewer Department, and deliver the same to the City of Columbus, Nebraska, without cost to it the necessary water and sewer mains to adequately serve such platted area, and to pave the streets, and to deliver the same to the City without cost to it.

IN WITNESS WHEREOF, the Owner and proprietor named herein has executed these presents this 29<sup>th</sup> day of MAY, 2024.

STATE OF NEBRASKA    )  
  : ss.  
COUNTY OF PLATTE    )

On this 27<sup>th</sup> day of May, 2024, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared **Thomas J. Jackson, Member of CONVERGENCE L.L.C., a Nebraska limited liability company**, to me personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledged the said instrument to be their voluntary act and deed.

Notary Public



**8. PETITIONS AND COMMUNICATIONS - None**

**9. REPORTS OF CITY OFFICES**

9.A. Update on Nebraska Department of Transportation 23rd Street Reconstruction Project.

## NDOT - 23<sup>rd</sup> Street Reconstruction Project

The Nebraska Department of Transportation and Paulsen Construction provided the following 23<sup>rd</sup> Street Reconstruction 2024 construction season update.

- Segment 1: Sodding placement is ongoing.
- Segment 1: Tree planting is scheduled for later this fall.
- Segment 2: Storm sewer construction on westbound lanes (north side) is now west of 23<sup>rd</sup> Avenue. It is anticipated that crossing of 26<sup>th</sup> Avenue will be in the next couple of weeks. The intersection would be temporarily closed then reopened. When 26<sup>th</sup> Avenue is temporarily closed, 23<sup>rd</sup> Avenue will remain open.
- Segment 2: Delays due to NDOT decision to revise the paving method on the westbound northern most lane from 16<sup>th</sup> Avenue to west of Pershing Road; additional utility work in the 18<sup>th</sup> Avenue intersection; and lost working days due to May rain events have resulted in Paulsen Construction requesting and NDOT granting approval on a revised construction program for this year.
- Segment 2 and 3: Paulsen Construction will continue construction of the west bound (north side) lanes through Segment 3 which is to 31<sup>st</sup> Avenue. Anticipated construction this year on the eastbound lanes (south side) will be from 16<sup>th</sup> Avenue to west of 18<sup>th</sup> Avenue.
- Paulsen Construction and NDOT will hold a Segment 3 property and business owners meeting about the revised phasing on June 4<sup>th</sup>. Details will be forthcoming to the Segment 3 property and business owners from Paulsen Construction and NDOT.

### TRAFFIC REMINDER:

- Alternate route signs around the project, the same as Segment 1 last year, remain in place. They direct traffic to use Lost Creek Parkway or 8<sup>th</sup> Street.
- Additional advanced construction signage and temporary no parking signs near intersections of “back business access” roadways in Segment 2 are in place
- Alternate route map to “back of business access” in Segment 2, where possible, is on the City website

### NDOT PROJECT WEBSITE and SOCIAL MEDIA SPECIFICALLY FOR THIS PROJECT:

- NDOT website page: <https://dot.nebraska.gov/projects/future-projects/23rd-st-columbus/>
  - You can subscribe to receive updates
- NDOT social media on “X”: @23rdStColumbus
  - You can follow to receive updates

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

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

12. **REPORTS ON LEGISLATION - None**

13. **NEW BUSINESS**


13.A. Application from Murphy Oil USA, Inc. dba Murphy USA 7485 for Becky J. Kellogg as manager in conjunction with liquor license at 2477 E 6 Avenue.



# COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL  
CITY OF COLUMBUS, NEBRASKA

FROM: CHARLES SHERER, CHIEF OF POLICE 

DATE: May 20, 2024

SUBJECT: LIQUOR LICENSE  
MANAGER CHANGE  
MURPHY USA  
2477 E. 6<sup>TH</sup> AVENUE  
COLUMBUS, NEBRASKA

MANAGER: BECKY KELLOGG

It should be noted that this change of licensing is for the purpose of changing Managers at the Murphy USA located at 2477 E. 6<sup>th</sup> Avneue.

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

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

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

# MANAGER APPLICATION FORM 103

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

License  
Class: \_\_\_\_\_

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

office use only

## MANAGER MUST:

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

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

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

## CORPORATION/LLC INFORMATION

Name of Corporation/LLC: MURPHY OIL USA, INC.

## PREMISES INFORMATION

Premises Trade Name/DBA: MURPHY USA 7485

Premises Street Address: 2477 E 6TH AVE.

City: COLUMBUS County: PLATTE Zip Code: 68601

Premises Phone Number: 402-564-3193

Premises Email address: PERMITS\_LICENSING@MURPHYUSA.COM

## **SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

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

BARCODE

**MANAGER INFORMATION**

Last Name: KELLOGG First Name: BECKY MI: J  
Home Address: 1010 NORTH L STREET  
City: FREMONT County: NEBRASKA Zip Code: 68025  
Home Phone Number: 402-704-9896

[REDACTED]

Email address: kelloggbecky31@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: KELLOGG First Name: SHAWN MI: P

**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
FREMONT, NE	2013	2023	FREMONT, NE	2013	2023

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2020	2021	ISS	CIMARRON CONN	402-459-0347
2018	2020	TOMMYS EXPRESS	CHRIS TEDROW	402-719-5775

**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
SHAWN KELLOGG	2011	FREMONT	FELONY THEFT	
SHAWN KELLOGG	1997	FREMONT	POSSESSION OF ILLEGAL SUBSTANCE	
SHAWN KELLOGG	SK	FREMONT	POSSESSION OF FIREARM	
BECKY KELLOGG	2008	FREMONT	SPEEDING TICKET	
BECKY KELLOGG	2011	FREMONT	MISDEMEANOR THEFT	

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.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
BECKY KELLOGG	11/2022	RESPONSIBLE BEVERAGE SERVER TRAINING

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

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
BECKY KELLOGG/ STORE MANAGER	01/30/2021	MURPHY EXPRESS 8811; 4111 SOUTH 132ND STREET, OMAHA, NE 68137

5. Have you enclosed Form 147 regarding fingerprints?

YES       NO

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

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

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

**Must be signed by applicant and spouse.**

Shawn Kellogg  
Shawn Kellogg (Mar 27, 2024 15:21 CDT)  
Signature of APPLICANT  
Shawn Kellogg  
Printed Name of APPLICANT

Becky Kellogg  
Becky Kellogg (Mar 27, 2024 14:46 CDT)  
Signature of SPOUSE  
Becky Kellogg  
Printed Name of SPOUSE

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

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

Office Use only

Date Stamp HERE ONLY

Do not stamp any of the following pages

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

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

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

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

Trade Name MURPHY OIL USA, INC.

Name of Person Being Fingerprinted: BECKY KELLOGG

Date fingerprints were taken: \_\_\_\_\_

Location where fingerprints were taken: \_\_\_\_\_

How was payment made to NSP?

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

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

Becky Kellogg

Becky Kellogg (Mar 27, 2024 14:34 CDT)

**SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED**

**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

Office Use

SK

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.

SK

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.

*Shawn Kellogg*

Shawn Kellogg (Mar 27, 2024 14:55 CDT)

Signature of **NON-PARTICIPATING SPOUSE**

SHAWN KELLOGG

Print Name

State of Nebraska, County of Union County, AR

The foregoing instrument was acknowledged before me  
this 27 March, 2024 (date)

by Amanda Hargett

**Name of person acknowledged  
(Individual signing document)**

*Amanda Hargett*

Notary Public Signature

Amanda R Hargett  
Notary Public  
Union County, Arkansas  
Comm. Exp. August 30, 2026  
Commission # 12698871

*Becky Kellogg*

Becky Kellogg (Mar 27, 2024 15:26 CDT)

Signature of **APPLICANT**

BECKY KELLOGG

Print Name

State of Nebraska, County of Union County, AR

The foregoing instrument was acknowledged before me  
this 27 March, 2024 (date)

by Amanda Hargett

**Name of person acknowledged  
(Individual signing document)**

*Amanda Hargett*

Notary Public Signature

Amanda R Hargett  
Notary Public  
Union County, Arkansas  
Comm. Exp. August 30, 2026  
Commission # 12698871

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.

13.B. Application from Micek Brothers LLC dba Micek's Bar for addition to liquor license at 2506 12 Street to include 85 ft x 86 ft outdoor area.



# Nebraska Liquor Control

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

## Application Copy

File Number: 13099

AMENDMENT TYPE Addition to Licensed Area	APPLICATION DATE RECEIVED 2024-05-14
PREMISES TYPE Converted	PREMISES NAME MICEK'S BAR
OPERATOR MICEK BROTHERS LLC	CORPORATE LIMIT DESIGNATION Inside
LEASE OR OWN Own	
PHYSICAL ADDRESS 2506 12TH ST COLUMBUS, NE 68601-5757 USA	
MAILING ADDRESS 2506 12TH ST COLUMBUS, NE 68601-5757 USA	
CONTACT NAME MICEK, GARY	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 564-3093	ALTERNATE PHONE
FAX	EMAIL GGKLDM@GMAIL.COM

PREMISES MANAGER

JON MICEK

QUESTIONS

### **Class C Spirits, Wine, Beer On a**

1. Current Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15)

L85, W86

2. New Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15)

L85, W86

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

Licensing outdoor area

4. Is there an outdoor area?

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

Yes

L85, W86

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

Yes

L36, W21

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

One

7. Would the premises to be licensed be within 150 feet of a church, school, hospital, home for indigent persons or veterans, their wives and children?

No

8. Would the premises to be licensed be within 300 feet of a college campus or university?

No

#### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Description & Diagram	IMG_0857.jpeg	Draft
Lease / Deed / Purchase Agreement	IMG_0859.jpeg	
Lease / Deed / Purchase Agreement	IMG_0862.jpeg	
Lease / Deed / Purchase Agreement	IMG_0861.jpeg	
Lease / Deed / Purchase Agreement	IMG_0860.jpeg	

#### APPLICANT

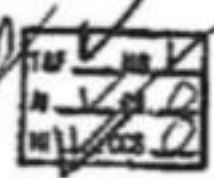
Jon Micek

#### DECLARATION

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

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

RECORDED & ENTERED  
BOOK 216 PAGE  
Deeds 1079  
2006 NOV 22 PM 3:13



Fee \$5.50  
Will call-Platte County Title  
& Escrow Co.

*Diane Kapala*

REGISTER OF DEEDS  
PLATTE COUNTY, NE

### PERSONAL REPRESENTATIVE'S DEED

#### General

Gerald B. Micek, Personal Representative of the Estate of Francis J. Micek, GRANTOR, in consideration of One Dollar and other valuable consideration, conveys to GRANTEE, Micek Brothers, L.L.C., a Nebraska Limited Liability Company, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

The East 24 1/2 feet of the West 25 1/2 feet of the South 78 feet of Lot 8, Block 84, Original City of Columbus, Platte County, Nebraska.  
subject to easements and restrictions of record.

GRANTOR covenants with GRANTEE that GRANTOR has legal power and lawful authority to convey the same.

Executed November 21, 2006

Estate of Francis J. Micek

*Gerald B. Micek*

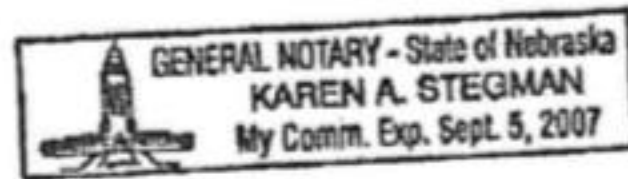
Gerald B. Micek,  
Personal Representative

NEBRASKA DOCUMENTARY  
STAMP TAX  
\$ 90.00  
NOV 22 2006

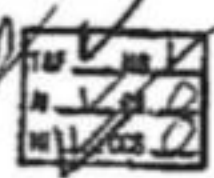
STATE OF NEBRASKA  
COUNTY OF Platte

The foregoing instrument was acknowledged before me this 21st day of November, 2006 by Gerald B. Micek, Personal Representative of the Estate of Francis J. Micek.

*Karen A. Stegman*  
Notary Public



RECORDED & ENTERED  
BOOK 216 PAGE  
Deeds 1079  
2006 NOV 22 PM 3:13



Fee \$5.50  
Will call-Platte County Title  
& Escrow Co.

*Diane Kapala*

REGISTER OF DEEDS  
PLATTE COUNTY, NE

### PERSONAL REPRESENTATIVE'S DEED

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subject to easements and restrictions of record.

GRANTOR covenants with GRANTEE that GRANTOR has legal power and lawful authority to convey the same.

Executed November 21, 2006

Estate of Francis J. Micek

*Gerald B. Micek*

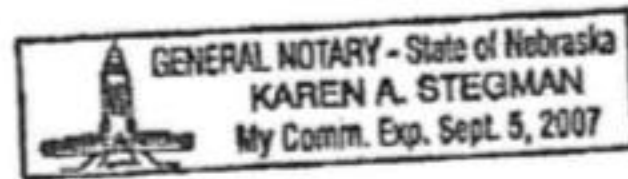
Gerald B. Micek,  
Personal Representative

NEBRASKA DOCUMENTARY  
STAMP TAX  
\$ 90.00  
NOV 22 2006

STATE OF NEBRASKA  
COUNTY OF Platte

The foregoing instrument was acknowledged before me this 21st day of November, 2006 by  
Gerald B. Micek, Personal Representative of the Estate of Francis J. Micek.

*Karen A. Stegman*  
Notary Public



RECORDED & ENTERED  
BOOK 216 PAGE  
Deeds 1078  
2006 NOV 22 PM 3:13



Fee \$6.00  
Will call-Platte County Title  
& Escrow Co.

*Diane Kopala*  
REGISTER OF DEEDS  
PLATTE COUNTY, NE

## PERSONAL REPRESENTATIVE'S DEED General

Gerald B. Micek, Personal Representative of the Estate of Francis J. Micek, GRANTOR, in consideration of One Dollar and other valuable consideration, conveys to GRANTEE, Micek Brothers, L.L.C., a Nebraska Limited Liability Company, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

The South 10 feet of the North 55 feet of the East 15 feet of Lot 7 and the South 78 feet of the East 40 1/2 feet of Lot 8 and the South 10 feet of the North 54 feet of Lot 8 and the S 1/2 foot of the North 44 feet of the East 40 feet of Lot 8; all in Block 84, Original City of Columbus, Platte County, Nebraska.  
subject to easements and restrictions of record.

GRANTOR covenants with GRANTEE that GRANTOR has legal power and lawful authority to convey the same.

Executed November 21, 2006.

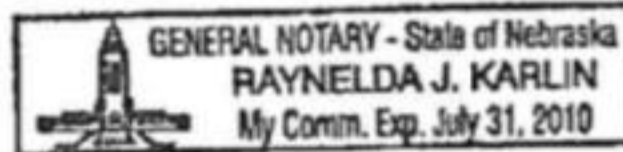
NEBRASKA DOCUMENTARY  
STAMP TAX  
\$ 29.25  
NOV 22 2006

Estate of Francis J. Micek

*Gerald B. Micek*  
Gerald B. Micek,  
Personal Representative

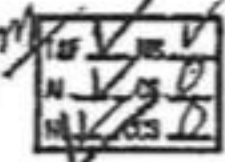
STATE OF NEBRASKA  
COUNTY OF PLATTE

The foregoing instrument was acknowledged before me this 21 day of November, 2006 by Gerald B. Micek, Personal Representative of the Estate of Francis J. Micek.



*Raynelda J. Karlin*  
Notary Public

RECORDED & ENTERED  
BOOK 216 PAGE 1077  
Deeds  
2006 NOV 22 PM 3:12



Fee \$6.00  
Will call-Platte County Title  
& Escrow Co.

*Diane Kopala*  
REGISTER OF DEEDS  
PLATTE COUNTY, NE

**PERSONAL REPRESENTATIVE'S DEED**  
General

Gerald B. Micek, Personal Representative of the Estate of Francis J. Micek, GRANTOR, in consideration of One Dollar and other valuable consideration, conveys to GRANTEE, Micek Brothers, L.L.C., a Nebraska Limited Liability Company, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

The West 7 feet of the East 22 feet of Lot 7 and the South 78 feet of the East 15 feet of Lot 7 and the South 78 feet of the West 1 foot of Lot 8, Block 84, Original City of Columbus, Platte County, Nebraska.

subject to easements and restrictions of record.

GRANTOR covenants with GRANTEE that GRANTOR has legal power and lawful authority to convey the same.

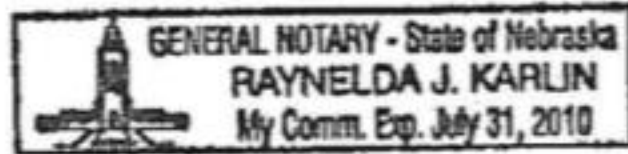
Executed November 21, 2006.

NEBRASKA DOCUMENTARY  
STAMP TAX  
\$ 67.50  
NOV 22 2006

Estate of Francis J. Micek  
*Gerald B. Micek*  
Gerald B. Micek,  
Personal Representative

STATE OF NEBRASKA  
COUNTY OF PLATTE

The foregoing instrument was acknowledged before me this 21 day of November, 2006 by Gerald B. Micek, Personal Representative of the Estate of Francis J. Micek.



*Raynela J. Karlin*  
Notary Public

E

E Gate

Emergency Gate

E Gate

E Gate

E Gate

outside patio

← 86' →

Food Truck

outside patio

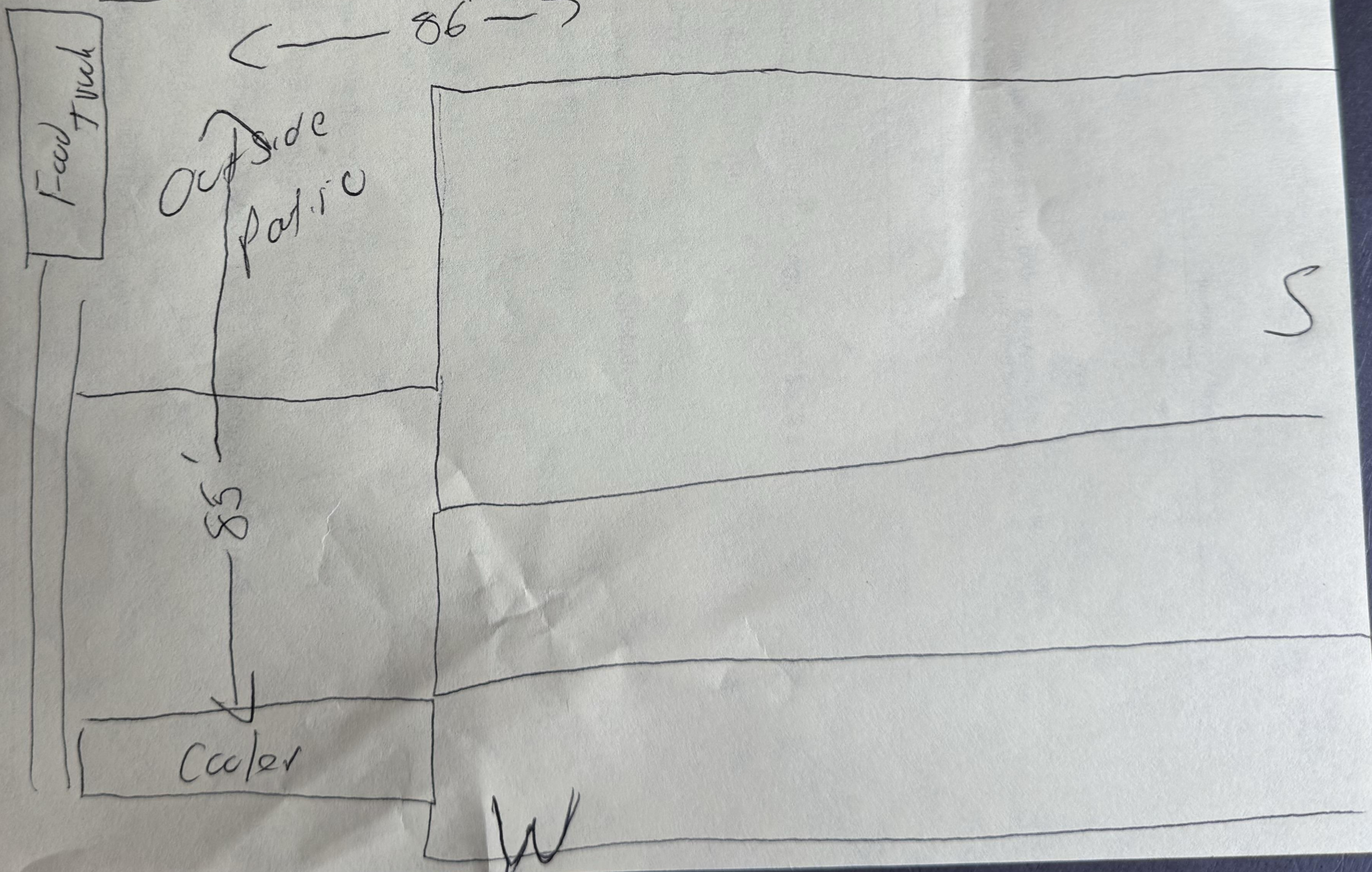
85'

Cooler

N

S

W



13.C. Request to purchase from Philips Healthcare in the amount of \$34,800.08 for cardiac monitor and accessories for fire department. *CIP #24-8*

**Columbus Fire Department  
Memorandum  
For Record**

**DATE:** 3 June 2024  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Ryan Gray, Fire Chief  
**RE:** Purchase of Cardiac Monitor CIP#24-8

**RECOMMENDATION:**

Approve the sole-source purchase of a Tempus Pro Cardiac Monitor and accessories from Phillips in the amount of \$34,800.08.

**DISCUSSION:**

This request is to purchase a new cardiac monitor for the new ambulance ordered earlier in the fiscal year. The staff of the fire department evaluated a number of different cardiac monitors and selected this monitor to transition to due to its size and capabilities. Our current monitors are aging and becoming increasing costly to maintain.

We will be requesting to outfit the remainder of the fleet with this same monitor in the FY 24/25 capital improvement budget.

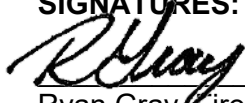
**FISCAL IMPACT:**

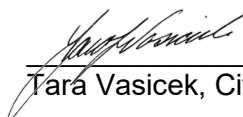
The funds are available in the budget line for the new ambulance. With the DHHS grant received, we have \$118,309 available for this project.

**ALTERNATIVES:**

No other alternatives currently available.

**SIGNATURES:**

  
\_\_\_\_\_  
Ryan Gray, Fire Chief

  
\_\_\_\_\_  
Tara Vasicek, City Administrator

This letter is intended to serve as validation of the Tempus and Remote Diagnostic Technologies' (RDT) family of products as a Sole Brand/Sole Source patient monitoring solution.

The Tempus product family is manufactured and distributed by Philips Healthcare, following the 2018 acquisition of RDT. As the manufacturer, we are the sole source/provider for the Tempus Pro, Tempus IC2, Tempus LS, Tempus ALS and IntelliSpace Corsium products.

The Tempus Pro is the only pre-hospital patient monitor that offers the comprehensive features listed below:

- Full range of vital signs monitoring parameters in a modular, highly durable package
- Small size allows for new transport and deployment workflows
- Long battery life - 10 ¼ hour of monitoring with display at 60% brightness
- Water and solid object ingress protection for austere environments with rating of IP66
- Enables the capture of all vital signs, images and events in an easy to use format that can be easily transmitted or shared with your ePCR
- Fully integrated communications capability enables the transmission of all medical and vital signs data for real time viewing
- Proprietary encryption technologies provide AES256 security
- Displays ultrasound and video laryngoscopy images on the large color display

Philips Healthcare is excited to bring Tempus solution to the US and, through Philips account managers and our directly contracted distribution partners, shall remain the sole source for these products.

Please contact your local Philips representative if you need any additional information/clarification of the information you requested.

Sincerely,



Matt Penzone  
Sr. Field Marketing Manager  
Therapeutic Care  
Philips North America



## Formal Quotation

Document number: 2301412328

Date of issue: 05/16/2024

### Sold to (1000015):

One time customer  
Columbus Fire Dept  
1459 26th Ave  
COLUMBUS NE 68601-4936  
UNITED STATES

Last updated: 05/16/2024 15:34:58

Expiration date: 06/29/2024

### Our contact details

Account Manager: Mike Cormier

Incoterms: FOB COLUMBUS

Payment terms: Within 30 Days Due Net

Item	Product and Description	Quantity	UoM	Price/Unit	Amount
					Currency: USD
10	867422 Tempus Pro, Printer	1	PCE		
	B73 EMS US Pkg7	1	PCE	29,400.00/1 PCE	29,400.00
	C01 12-Lead ECG Licence	1	PCE	2,850.00/1 PCE	2,850.00
	C02 ST & QT Real Time License	1	PCE	525.00/1 PCE	525.00
	C03 Glasgow ECG algorithm	1	PCE	250.00/1 PCE	250.00
	E04 Inseego 4G Dongle Kit	1	PCE	690.00/1 PCE	690.00
	M04 SpCO Factory License	1	PCE	3,400.00/1 PCE	3,400.00
	<b>UPC code:</b> 5060472442925			Gross amount	37,115.00/1 PCE
				Promotion discount	-1,707.55
				Dollar Commit Disc. (26%)	-9,649.90
				Trade-in Allowance	-2,000.00
				Net amount	23,757.55/1 PCE
20	989706001681 Tempus LS Man Defibrillator	1	PCE	List Price	9,500.00/1 PCE
	<b>UPC code:</b> 7613365002737			Dollar Commit Disc. (26%)	-2,470.00
	<b>Old material number:</b> -3020			Net amount	7,030.00/1 PCE
30	989706000611 Masimo Rainbow DCI Adult-Clip 3ft	1	PCE	List Price	1,000.00/1 PCE
	<b>UPC code:</b> 843997004855			Dollar Commit Disc. (26%)	-260.00
	<b>Old material number:</b> 1-2086			Net amount	740.00/1 PCE

PMSNA-Customer Service SPS Americas  
222 Jacobs St  
Cambridge, MA 02141-2296  
US

Via ACH/EFT:  
Payee: Philips Healthcare  
Bank: Bank of America  
Account#: 3750202223  
ABA#: 1110-0001-2

Via Check:  
Philips Healthcare  
P.O. Box 100355  
Atlanta, GA 30384-0355





## Formal Quotation

Document number: 2301412328

Date of issue: 05/16/2024

Item	Product and Description	Quantity	UoM		Price/Unit	Amount
						Currency: USD
40	989706002071 Reusable NIBP Cuff - Large Adult Plus <b>UPC code:</b> 10840935100638 <b>Old material number:</b> 1-2272	1	PCE	List Price	79.00/1 PCE	79.00
				Dollar Commit Disc. (26%)		-20.54
				Net amount	58.46/1 PCE	58.46
50	989706000251 Reusable NIBP Cuff - Child <b>UPC code:</b> 10840935103875 <b>Old material number:</b> 1-1004	1	PCE	List Price	52.00/1 PCE	52.00
				Dollar Commit Disc. (26%)		-13.52
				Net amount	38.48/1 PCE	38.48
60	989706000421 Tempus Pro Lithium-ion Battery <b>UPC code:</b> 5060472440297 <b>Old material number:</b> 1-2051	1	PCE	List Price	630.00/1 PCE	630.00
				Dollar Commit Disc. (26%)		-163.80
				Net amount	466.20/1 PCE	466.20
70	989706001101 Tempus LS Battery <b>Old material number:</b> 1-3011	1	PCE	List Price	550.00/1 PCE	550.00
				Dollar Commit Disc. (26%)		-143.00
				Net amount	407.00/1 PCE	407.00
80	989706010005 IntelliSpace Corsium ReachBak (NA) <b>Old material number:</b> 5-2071	1	PCE	List Price	800.00/1 PCE	800.00
				Dollar Commit Disc. (26%)		-208.00
				Net amount	592.00/1 PCE	592.00
90	861304 HeartStart FRx Defibrillator R01 FRx Ready-Pack <b>UPC code:</b> 884838080768	1	PCE	List Price	2,099.00/1 PCE	2,099.00
		1	PCE		195.00/1 PCE	195.00
				Dollar Commit Disc. (29%)		-665.26
				Net amount	1,628.74/1 PCE	1,628.74
100	989803139311 Infant/Child Key, FRx Defibrillator <b>UPC code:</b> 884838038004	1	PCE	List Price	115.00/1 PCE	115.00
				Dollar Commit Disc. (29%)		-33.35
				Net amount	81.65/1 PCE	81.65
Total net amount						34,800.08

Philips Healthcare is pleased to inform you that financing of its products and services is available to qualified applicants. To obtain more information contact Philips Medical Capital @ 866-513-4PMC.

MD Buyline -- Please be aware that MD Buyline utilizes Philips current list prices as the basis of calculation for discount comparisons. If you are a customer utilizing a GPO contract with fixed pricing, it is likely that the list price on this quotation is based on an older published price list, and may

PMSNA-Customer Service SPS Americas  
222 Jacobs St  
Cambridge, MA 02141-2296  
US

Via ACH/EFT:  
Payee: Philips Healthcare  
Bank: Bank of America  
Account#: 3750202223  
ABA#: 1110-0001-2

Via Check:  
Philips Healthcare  
P.O. Box 100355  
Atlanta, GA 30384-0355





## Formal Quotation

Document number: 2301412328

Date of issue: 05/16/2024

be considerably less than the current listpricing that MD Buyline uses in its analysis. As such, the MD Buyline discount recommendation may be higher than the Philips offering for your particular purchase. If you have a question, please ask your Sales Representative for clarification. Should you have concerns or want additional information relative to how discount comparisons are calculated at MD Buyline, please call your analyst at MD Buyline.

All work is scheduled within normal working hours; Monday through Friday, 8 a.m. to 5 p.m. excluding Philips holidays. All pricing is based on travel zones 1-3. For travel zones beyond 1-3, consult your Philips sales rep for alternate pricing. It is the customers responsibility to provide Philips with the access necessary to complete the quoted work in a continuous start to finish manner. Excessive delays and multiple visits will result in additional charges. All prices are based upon 'adequate access' to work areas that are free from obstruction. If it is determined, during the implementation that asbestos removal is required; Philips will suspend performance until the Customer remediates the asbestos. Philips will work with the customers staff to reduce the downtime during the system transition.

Products are for USA end-use only. Taxes, if applicable, are not included unless noted but will be added to the invoice. The Purchase Order must reference the Quote Number and your Purchase Agreement. Please indicate your requested delivery date and your preference, if any, to accept and pay for partial shipments. If this quote includes Value-Added Services, they may be invoiced separately. Additional sold training must be completed within twelve months of delivery/installation. System cabling, if included, is specified at the standard grade unless noted otherwise.

This quote specifically excludes Licensing & Permit Fees, Prevailing Wage Compensation and Union Labor.

**IMPORTANT NOTICE:** Health care providers are reminded that if the transactions herein include or involve a loan or a discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as maybe required by state or federal law, including but not limited to 42 CFR1001.952(h).

**In order to facilitate the processing of your order, please include the Philips Quote number and Requested Delivery Date on your Purchase Order. Please email Purchase Orders to: [Healthcare.Orders@philips.com](mailto:Healthcare.Orders@philips.com) and copy (Cc:) your local sales representative.**

If a Premier or Vizient group purchasing organization Contract # is listed above, this Formal Quotation (Quotation) and any related accepted purchase order (PO) are subject to the terms and conditions of such Premier or Vizient Contract #, as well as Philips Terms and Conditions of Sale posted at <http://www.usa.philips.com/healthcare/about/terms-conditions> ("Philips Terms"). If a Contract # is listed above with no reference to Premier or Vizient, this Quotation and any related accepted PO are subject to the terms and conditions of such Contract #. If no specific Contract # is listed above, this Quotation and any related accepted PO are subject to Philips Terms.

This Quotation contains confidential and proprietary information of Philips Healthcare and is intended for use only by the customer whose name appears on this Quotation. It may not be disclosed to third parties without prior written consent of Philips Healthcare.

Save time and effort on your next order.

Try online ordering!

The Philips Healthcare Store has many of the consumables and supplies you order as a healthcare professional. Check out the store today; it's easy to register!

<http://www.patientcare.shop.philips.com/>

PMSNA-Customer Service SPS Americas  
222 Jacobs St  
Cambridge, MA 02141-2296  
US

Via ACH/EFT:  
Payee: Philips Healthcare  
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Account#: 3750202223  
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Via Check:  
Philips Healthcare  
P.O. Box 100355  
Atlanta, GA 30384-0355





## Formal Quotation

Document number: 2301412328

Date of issue: 05/16/2024

**Please send purchase orders via email, fax or mail to:**

Email: [Healthcare.Orders@philips.com](mailto:Healthcare.Orders@philips.com)

Fax: 1-800-947-3299

Philips Healthcare

A division of Philips North America LLC

414 Union St, 2nd Floor

Nashville, TN 37219

PMSNA-Customer Service SPS Americas  
222 Jacobs St  
Cambridge, MA 02141-2296  
US

Via ACH/EFT:  
Payee: Philips Healthcare  
Bank: Bank of America  
Account#: 3750202223  
ABA#: 1110-0001-2

Via Check:  
Philips Healthcare  
P.O. Box 100355  
Atlanta, GA 30384-0355



13.D. Quote from Mallory Safety and Supply in the amount of \$11,967.23 for gas monitor, sensors, and calibration gases for fire department.

**Columbus Fire Department  
Memorandum  
For Record**

**DATE:** 3 June 2024  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Ryan Gray, Fire Chief  
**RE:** Gas Monitors, Sensors, and Calibration Gases (Hazmat Funds)

**RECOMMENDATION:**

Approve the attached quote for a gas monitor, numerous sensors, and required calibration gases from Mallory Safety and Supply in the amount of \$11,967.23

**DISCUSSION:**

Every year the Hazardous Material Governance Group, which is administered by Lincoln County and North Platte receives grant funds to assist haz-mat teams with necessary purchases of equipment. The process to use these funds is difficult to navigate, and we do not have any prior experience with this program, so we are having to learn as we go.

With that being said, as per the attached letter, the City of Columbus has \$24,040.82 available in Hazardous Material Governance Group Grant Funds, \$15,540.82 of those funds are for the purchase of detection equipment and \$8,500.00 of those funds is available for the purchase of consumables.

The process to use these funds requires us to order and receive the product and submit the receipt and packing slip for reimbursement. We do have a hazardous materials equipment line in our budget, however; it is not funded.

We attempted to have the governance group purchase this equipment outright, but they are not able to do so.

**FISCAL IMPACT:**

This is not a budgeted purchase, but it is reimbursable. We would have to float the purchase until reimbursement.

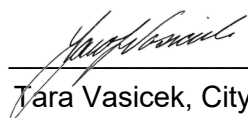
**ALTERNATIVES:**

Not place the order, and lose the grant funds.

**SIGNATURES:**



\_\_\_\_\_  
Ryan Gray, Fire Chief



\_\_\_\_\_  
Tara Vasicek, City Administrator



# North Platte Fire Department

"Serving with honor and integrity"

Dennis Thompson  
Fire Chief

May 21, 2024

Columbus Fire Department,

Regarding your request for payment of Detection Equipment using Hazardous Material Governance Group Grant Funds I am providing the following Reimbursement Procedures established by our group.

1. Order placed through purchasing agent.
2. Turn in all documentation to Fiscal Agent (Lincoln Emergency Management).
3. Items received.
4. Verification of all documentation (invoice & Packing List).
5. Submission of reimbursement request.
6. Approval from NEMA.
7. Payment received by Fiscal Agent.
8. Payment made to equipment vendor or fire department/city.

The project referenced above will be 100% reimbursed to the agency specified by your department, as this project was previously approved through the Nebraska Hazardous Materials Governance Group, project vetting process. For future reference, this process applies to all purchases for equipment through the Nebraska Hazardous Materials Governance Group.

Columbus Fire Department currently has \$15,540.82 approved and available for purchase of Detection Equipment and \$8,500.00 approved and available for purchase of Consumable Items.

Respectfully,

Dennis Thompson



# MALLORY

SAFETY AND SUPPLY LLC

355 Ohio St ■ Bellingham, WA 98225  
Ph: 360-734-1110 ■ Fax: 360-734-1199

# QUOTATION

**Purchase Order Address:**  
PO Box 2068  
Longview, WA 98632

Order Number	
3514205	
Order Date	Page
4/3/2024 10:54:37	1 of 2
ESTIMATED DATE	
4/3/2024 00:00:00	

Quote Expires On 6/2/2024

**Bill To:**

COLUMBUS- NE FIRE DEPT  
ATTN: ACCOUNTS PAYABLE  
4630 HOWARD BLVD  
COLUMBUS, NE 68601  
US  
402-564-8127

**Ship To:**

COLUMBUS- NE FIRE DEPT  
4630 HOWARD BLVD  
COLUMBUS, NE 68601  
US

Requested By: RYAN SABATA

**Customer ID:** 128185

**Freight Code:**

**Job Name:**

PO Number	Carrier	Ship Route	Taker
	BEST WAY		CKLEINHUIZEN

Line No	Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
	Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

**Delivery Instructions:** FEDEX

1	3.0000	0.0000	3.0000	EA		RAESY-C030942000 1.0 SENSOR O2 MULTIRAE TOXIRAE PRO MULTIRAE	EA 1.0	295.76	887.28
2	3.0000	0.0000	3.0000	EA		RAESY-C030906000 1.0 SENSOR CARBON MONOXIDE TOXIRAE PRO NEW MULTIRAE	EA 1.0	310.54	931.62
3	3.0000	0.0000	3.0000	EA		RAESY-C030907001 1.0 SENSOR H2S MULTI RAE TOXIRAE PRO MULTIRAE	EA 1.0	286.25	858.75
4	3.0000	0.0000	3.0000	EA		RAESY-C030911000 1.0 SENSOR LEL MULTIRAE	EA 1.0	310.54	931.62
5	1.0000	0.0000	1.0000	EA		RAESY-C030978000 1.0 Chlorine (Cl2) sensor TOXIRAE PRO NEW MULTIRAE	EA 1.0	455.25	455.25
6	3.0000	0.0000	3.0000	EA		RAESY-C030912002 1.0 SENSOR MODULE PID 10.6 eV 5000 PPM MULTIRAE MULTIRAE PRO	EA 1.0	865.09	2,595.27
10	1.0000	0.0000	1.0000	EA		RAESY-C030950000 1.0 SENSOR NH3 100PPM 4R PLUS TOXIERAE PRO NEW MULTIRAE	EA 1.0	617.92	617.92
11	1.0000	0.0000	1.0000	EA		RAESY-C030949000 1.0 SENSOR HYDROGEN CYANIDE	EA 1.0	617.92	617.92
13	1.0000	0.0000	1.0000	EA		RAESY-MAB3A2C112E020	EA	3,091.08	3,091.08



**MALLORY**  
SAFETY AND SUPPLY LLC

355 Ohio St ■ Bellingham, WA 98225  
Ph: 360-734-1110 ■ Fax: 360-734-1199

**QUOTATION**

**Purchase Order Address:**  
PO Box 2068  
Longview, WA 98632

<b>Order Number</b>	
3514205	
<b>Order Date</b>	<b>Page</b>
4/3/2024 10:54:37	2 of 2
<b>ESTIMATED DATE</b>	
4/3/2024 00:00:00	

Quote Expires On 6/2/2024

Line No	Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
	Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
					1.0	GAS MONITOR MULTIRAE LITE PUMPED/10.6 PID/LEL/H2S/CO/O2/LI-ION/NON-WIRELESS	EA		
7	1.0000	0.0000	1.0000	EA	1.0	PORTA-90098413 PORTAGAS 58 LTR RAE MIX 10PPM H2S / 50PPM CO / 50% LEL CH4 / 18% O2 / N2 <i>Ordered As:</i> 90098413	EA	203.99	203.99
8	1.0000	0.0000	1.0000	EA	1.0	PORTA-10005475 50PPM AMMONIA / NITROGEN BALANCE 58L <i>Ordered As:</i> 10005475	EA	366.84	366.84
9	1.0000	0.0000	1.0000	EA	1.0	PORTA-90094746 CL2 CHLORINE MIX 34 LITER 10 PPM M CL2 BAL N2 <i>Ordered As:</i> 90094746	EA	248.56	248.56
12	1.0000	0.0000	1.0000	EA	1.0	PORTA-10373000 CAL GAS ISOBUTYLENE 100PPM 103L CAL GAS ISOBUTYLENE 100PPM 103L BALANCE AIR <i>Ordered As:</i> 10373000	EA	161.13	161.13

Total Lines: 13

**SUB-TOTAL:** 11,967.23  
**TAX:** 0.00  
**AMOUNT DUE:** 11,967.23  
U.S. Dollars



# Quotation

100 Grainger Pkwy  
 Lake Forest IL 60045-5201  
 www.grainger.com  
 (800)472-4643

### Customer Information

COLUMBUS FIRE DEPT INC  
 1459 26TH AVE  
 COLUMBUS NE 68601-4936

### Billing Information

COLUMBUS FIRE DEPT INC  
 1459 26TH AVE  
 COLUMBUS NE 68601-4936

### Shipping Information

COLUMBUS FIRE DEPT INC  
 4630 HOWARD BLVD  
 COLUMBUS NE 68601-2158

### Information

Grainger Quote Number 2057824191  
 Quote Start Date 05/15/2024  
 Quote Expiration Date 06/15/2024  
 Creation Date 05/15/2024  
 Grainger EIN Number 36-1150280  
 PO #  
 PO Create Date  
 PO Release #  
 Customer Number 886711581  
 Department Number  
 Project/Job Number  
 Requisitioner Name  
 Attention  
 Caller RYAN SABATA  
 Telephone Number 4025648127  
 Page 1 / 4

### Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2020: FOB DESTINATION  
 Freight Terms: Prepaid + Fee  
 Carrier: \* See line item detail  
 Payment Terms: Net 30 days after invoice date

### Special Instructions:

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
10	60JK32	Oxygen Sensor Manufacturer: HONEYWELL Part Number: C03-0942-000 Carrier: Origin: GB		3.00	EA	306.84	920.52
20	61UJ51	Replacement Sensor EC CO Manufacturer: HONEYWELL Part Number: C03-0906-000 Carrier:		3.00	EA	309.44	928.32



# Quotation

100 Grainger Pkwy  
 Lake Forest IL 60045-5201  
 www.grainger.com  
 (800)472-4643

Information	
Grainger Quote Number	2057824191
Creation Date	05/15/2024
Customer Number	886711581
Page	2 / 4

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
		Origin: CN					
30	60JK28	Hydrogen Sulfide Sensor Manufacturer: HONEYWELL Part Number: C03-0907-001 Carrier: Origin: CN		3.00	EA	309.44	928.32
40	498Z41	Replacement Sensor,LEL,0 to 100 ppm Manufacturer: HONEYWELL Part Number: C03-0911-000 Carrier: Origin: US		3.00	EA	280.61	841.83
50	60JK37	Chlorine Sensor Manufacturer: HONEYWELL Part Number: C03-0978-000 Carrier: Origin: CN		1.00	EA	455.05	455.05
60	60JK30	PID Sensor Manufacturer: HONEYWELL Part Number: C03-0912-000 Carrier: Origin: CN		3.00	EA	728.08	2,184.24
70	60JK34	Ammonia Sensor Manufacturer: HONEYWELL Part Number: C03-0950-000 Carrier: Origin: GB		1.00	EA	588.25	588.25
80	60JK33	Hydrogen Cyanide Sensor Manufacturer: HONEYWELL Part Number: C03-0949-000 Carrier: Origin: GB		1.00	EA	588.25	588.25
90	498Z89	Multi-Gas Detector Kit,LEL/O2/CO/H2S/PID		1.00	EA	4,063.15	4,063.15



# Quotation

100 Grainger Pkwy  
 Lake Forest IL 60045-5201  
 www.grainger.com  
 (800)472-4643

Information	
Grainger Quote Number	2057824191
Creation Date	05/15/2024
Customer Number	886711581
Page	3 / 4

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
		Manufacturer: HONEYWELL Part Number: MAB3-A2C112E-42M Carrier: Origin: ZZ					
100	33V740	Gas Monitor Bump Gas,10L,Quad Mix Manufacturer: GASCO Part Number: 10L-490T Carrier: Origin: US		1.00	EA	44.36	44.36
110	29YG98	Calibration Gas,58L,500 psi Manufacturer: GASCO Part Number: 58L-13-50 Carrier: Origin: US		1.00	EA	392.65	392.65
120	30N895	Chlorine 10 ppm,Nitrogen Balance,34L Manufacturer: PORTAGREEN Part Number: 90094746 Carrier: Origin: US		1.00	EA	329.06	329.06
130	30N926	Isobutylene 100 ppm,Air Balance,103L Manufacturer: PORTAGREEN Part Number: 10373000 Carrier: Origin: US		1.00	EA	164.31	164.31
<b>Sub Total</b>							12,428.31
<b>Estimated Shipping</b>							0.00
<b>Estimated Other Shipping</b>							45.00
<b>Total USD</b>							<b>\$ 12,473.31</b>



# Quotation

100 Grainger Pkwy  
Lake Forest IL 60045-5201  
www.grainger.com  
(800)472-4643

Information	
Grainger Quote Number	2057824191
Creation Date	05/15/2024
Customer Number	886711581
Page	4 / 4

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
-----------------	----------	-------------	----------------------	-----	------	-------	-----------------

Thank you for the opportunity to provide this quotation.

Please reference our Grainger quote number when you are ready to place your order.

Any changes to the products and/or quantities identified in the quotation may result in different pricing.

Quoted shipping charges and delivery date are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable.

This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at <https://www.grainger.com/content/mc/policies/terms-of-sale>.

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

14. **RESOLUTIONS**

14.A. Resolution No. R24-66 approving design-build agreement with Nemaha Sports Construction LLC in the amount of \$31,780 for design phase services for Pawnee Park Baseball Field Turf Conversion. *CIP #23-016*

# DRAFT

## RESOLUTION NO. R24-66

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE DESIGN BUILD AGREEMENT WITH NEMAHA SPORTS CONSTRUCTION, LLC IN THE AMOUNT OF \$31,780 FOR DESIGN PHASE SERVICES FOR PAWNEE PARK BASEBALL FIELD TURF CONVERSION, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Resolution No. R24-26 approved the use of the design build delivery system for the Pawnee Park Baseball Field Turf Conversion; and

WHEREAS, Nemaha Sports Construction, LLC was selected to provide design services and construction of the Pawnee Park Baseball Field Turf Conversion in accordance with the city design build policy; and

WHEREAS, the guarantee maximum price, substantial complete date, and final complete date will be provided in a future amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that a design-build agreement with Nemaha Sports Construction, LLC in the amount of \$31,780 for Pawnee Park Baseball Field Turf Conversion, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

The City of **Columbus**

**MEMORANDUM**

**DATE:** May 30, 2024  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Pawnee Park Baseball Field Turf Conversion Agreement between Owner and Design-Builder

**RECOMMENDATION:**

I recommend approval of the agreement between Owner and Design-Builder with Nemaha Sports Construction, LLC for design phase services in the amount of \$31,780 for the Pawnee Park Baseball Field Turf Conversion.

**DISCUSSION:**

The City Design-Build policy was followed with the selection committee selecting Nemaha Sports Construction, LLC.

The Agreement is for design phase services to begin field work, geotechnical investigation, concept layout, and preliminary and final design services. Services include preparing plans for field turf construction and underdrain system, consisting of removals, salvaging, underdrain pipe, woven geotextile fabric on prepared base, perimeter curbing, drainage base layer and system, synthetic turf surfacing, base anchors, and related work and services.

The project is the design-build delivery method and the cost of this agreement will be included in a future amendment with a guaranteed maximum price.

**FISCAL IMPACT:**

Lump sum \$31,780 which is Part of 2023-2024 budget CIP 23-016 in the amount of \$500,000. The project will extend into next fiscal year and funds will be included in the 2024-2025 budget. Additional funding includes donations and a bank loan through the Columbus Mariners Youth Baseball Association.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Betsy Eckhardt

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]



## **ConsensusDocs® 400**

### **PRELIMINARY DESIGN BUILD AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER**

**GENERAL INSTRUCTIONS.** These instructions are solely for the information and convenience of ConsensusDocs users, and are not a part of the document. Gray boxes indicate where you should click and type in your project information. The yellow shading is a Word default function that displays editable text and is not necessary for document completion. Shading can be turned off by going to the Review tab, select "Restrict Editing" button and uncheck "Highlight the regions I can edit". In Word 2003 you will find this option under the Tools tab, Options, Security tab, Protect Document button.

**EMBEDDED INSTRUCTIONS** are provided to help you complete the document. To display or hide instructions select the "¶" button under the "Home" tab to show all formatting marks. Instruction boxes are color coded as follows:

- Red Boxes:** Instructions for fields that are typically required to complete contract.
- Blue Boxes:** Instructions for fields that may or may not be required for a complete contract.
- Green Boxes:** Provide general instructions or ConsensusDocs Coalition Guidebook comments, which can be found at [www.ConsensusDocs.org/guidebook](http://www.ConsensusDocs.org/guidebook).

**ENDORSEMENT.** This document was developed through a collaborative effort of organizations representing a wide cross-section of the design and construction industry. The organizations endorsing this document believe it represents a fair allocation of risk and responsibilities of all project participants.

Endorsing organizations recognize that this document must be reviewed and adapted to meet specific needs and applicable laws. This document has important legal and insurance consequences, and it is not intended as a substitute for competent professional services and advice. Consultation with an attorney and an insurance or surety adviser is strongly encouraged. Federal, State and Local laws may vary with respect to the applicability or enforceability of specific provisions in this document. **CONSENSUSDOCS SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASERS ASSUME ALL LIABILITY WITH RESPECT TO THE USE OF THIS DOCUMENT, AND CONSENSUSDOCS AND ANY OF THE ENDORSING ORGANIZATIONS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH USE.** For additional information, please contact ConsensusDocs, 2300 Wilson Blvd, Suite 300, Arlington, VA 22201, 866-925-DOCS (3627), [support@consensusdocs.org](mailto:support@consensusdocs.org) or [www.ConsensusDocs.org](http://www.ConsensusDocs.org).



# ConsensusDocs® 400

## PRELIMINARY DESIGN-BUILD AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER



### TABLE OF ARTICLES

1. TEAM RELATIONSHIP
2. DESIGN-BUILDER'S RESPONSIBILITIES
3. OWNERSHIP OF DOCUMENTS
4. OWNER'S RESPONSIBILITIES
5. CONTRACT TIME
6. COMPENSATION
7. PROFESSIONAL LIABILITY INSURANCE

This Agreement is made this 29th day of May in the year 2024, by and between the

**OWNER**

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

James B. Bulkley, Mayor  
and the

**DESIGN-BUILDER**

Nemaha Sports Construction, LLC



541 S. 1<sup>st</sup> Street  
Lincoln, NE 68508  
for preliminary services in connection with the following

**PROJECT**  
Pawnee Park Baseball Field Turf Conversion  
Notice to the Parties shall be given at the above addresses.

### **ARTICLE 1 TEAM RELATIONSHIP**

1.1 The Owner and the Design-Builder agree to proceed on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner. The Owner and the Design-Builders shall perform their obligations with integrity, ensuring at a minimum that: (a) conflicts of interest shall be avoided or disclosed promptly to the other Party; and (b) the Design-Builder and the Owner warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

### **ARTICLE 2 DESIGN-BUILDER'S RESPONSIBILITIES**

2.1 The Design-Builder shall exercise reasonable skill and judgment in the performance of its services. Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, or as permitted by the law of the State in which the Project is located. The person or entity providing architectural and engineering services shall be referred to as the Design Professional. If the Design Professional is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between the Design-Builder and the Design Professional. The Design Professional for the Project is Advanced Consulting Engineering Services, Inc.

2.2 The Design-Builder is responsible for the following Preliminary Design-Build Services:

2.2.1 **OWNER'S PROGRAM** If requested by the Owner as an Additional Service, the Design-Builder shall assist the Owner in the development and preparation of the Owner's Program, which is an initial description of the Owner's objectives. The Owner's Program may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

2.2.2 **PRELIMINARY EVALUATION** The Design-Builder shall review the Owner's Program to ascertain the requirements of the Project and shall verify such requirements with the Owner. The Design-Builder's review shall also provide to the Owner a preliminary evaluation of the site with regard to access, traffic, drainage, parking, building placement and other considerations affecting the building, the environment and energy use, as well as information regarding applicable governmental laws, regulations and requirements. The Design-Builder shall review the Owner's existing test reports but will not undertake any independent testing nor be required to furnish types of information derived from such testing in its preliminary evaluation. The Design-Builder shall also propose alternative architectural, civil, structural, mechanical, electrical and other systems for review by the Owner, in order to determine the most desirable method of achieving the Owner's requirements in terms of cost, technology, quality and speed of delivery. Based upon its review and verification of the Owner's Program and other relevant information, the Design-Builder shall provide a preliminary evaluation of the Project's feasibility for the Owner's acceptance. The Design-Builder's preliminary evaluation shall specifically identify any deviations from the Owner's Program.



2.2.3 PRELIMINARY SCHEDULE The Design-Builder shall provide a preliminary schedule for the Owner's written approval. The schedule shall show the activities of the Owner and the Design-Builder necessary to meet the Owner's completion requirements.

2.2.4 PRELIMINARY ESTIMATE The Design-Builder shall prepare for the Owner's written approval a preliminary estimate utilizing area, volume, or similar conceptual estimating techniques. The level of detail for the estimate shall reflect the Owner's Program and any additional available information. If the preliminary estimate exceeds the Owner's budget, the Design-Builder shall make written recommendations to the Owner.

2.2.5 SCHEMATIC DESIGN DOCUMENTS The Design-Builder shall submit for the Owner's written approval Schematic Design Documents based on the agreed upon Preliminary Evaluation. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Projects basic elements, scale and their relationship to the Worksite. One set of these Documents shall be furnished to the Owner. When the Design-Builder submits the Schematic Design Documents, the Design-Builder shall identify in writing all material changes and deviations from the Design-Builder's preliminary evaluation, schedule and estimate. The Design-Builder shall update the preliminary schedule and preliminary estimate based on the Schematic Design Documents.

2.2.6 ADDITIONAL SERVICES The Design-Builder shall provide the following Additional Services:

### **ARTICLE 3 OWNERSHIP OF DOCUMENTS**

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

3.2 COPYRIGHT The Parties agree that Owner shall obtain ownership of the copyright of all Documents. The Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by ARTICLE 6 and the payment of the fee reflecting the agreed value of the copyright set forth below:

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

3.3 OWNER'S USE The Owner shall have the right to use, reproduce or make derivative works of the Design-Build Documents for other projects without the written authorization of the Design-Builder, who shall not unreasonably withhold consent. The Owner's use of the Design-Build Documents on other projects or without the Design-Builder's written authorization or involvement is at the Owner's sole risk, and the Owner shall indemnify and hold harmless the Design-Builder, the Design Professional and Subcontractors, and the agents, officers, directors and employees of each of them from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorneys' fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or resulting from such use of the Design-Build Documents.

3.4 DESIGN-BUILDER'S USE Where the Design-Builder has transferred its copyright interest in the Documents, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole. The Design-Builder shall obtain from its Design Professional, Subcontractors and consultants property rights and rights of use that correspond to the rights given by the Design-Builder to the Owner in this Agreement.



3.5 ELECTRONIC DOCUMENTS If the Owner requires that the Owner and Design-Builder exchange documents and data in electronic or digital form, prior to any such exchange, the Owner and Design-Builder shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate Agreement.

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide to the Design-Builder all relevant information for the Project, including the Owner's Program, unless the Owner's Program is developed and prepared with the assistance of the Design-Builder as an Additional Service. The Owner shall timely review and approve schedules, estimates, Schematic Design Documents and other documents provided under this Agreement.

4.2 OWNER'S ELECTION TO PROCEED If the Owner elects to proceed with the Project beyond the Preliminary Design-Build Services provided in this Agreement, the Owner and the Design-Builder shall enter into an additional agreement for the completion of the design and the construction of the Project. If the Owner elects not to proceed with the Project, the Owner shall have no further obligation to the Design-Builder other than the payment of compensation as set forth in this Agreement.

#### ARTICLE 5 CONTRACT TIME

5.1 The Design-Builder's Services provided under this Agreement shall commence on or about August 5, 2024, and shall be completed on or about December 20, 2024.

#### ARTICLE 6 COMPENSATION

6.1 The Owner shall compensate the Design-Builder monthly for Preliminary Design-Build Services performed under the Agreement on the following basis:

Stipulated Sum in the amount of \$31,780.00 subject to adjustment/modification as directed by the Owner.

#### ARTICLE 7 PROFESSIONAL LIABILITY INSURANCE

7.1 The Design-Builder shall obtain, either itself or through the Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

Project Specific Professional Liability Insurance

written for not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by the Design Professional.

This Agreement is entered into as of the date entered in ARTICLE 1.

ATTEST: \_\_\_\_\_

OWNER: City of Columbus

BY: \_\_\_\_\_

PRINT NAME: [\_\_\_\_]

PRINT TITLE: [\_\_\_\_]

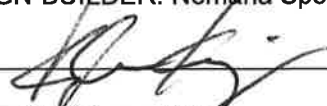


ATTEST:



DESIGN-BUILDER: Nemaha Sports Construction, LLC

BY:



PRINT NAME: Kyle King

PRINT TITLE: Vice President/Project Manager

END OF DOCUMENT.



14.B. Resolution No. R24-67 approving design-build agreement with BD Construction, Inc. in the amount of \$9,000 for design phase services for Van Berg Golf Course Pro Shop Renovations. *CIP #23-017*

# DRAFT

## RESOLUTION NO. R24-67

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE DESIGN BUILD AGREEMENT WITH BD CONSTRUCTION, INC. IN THE AMOUNT OF \$9,000 FOR DESIGN PHASE SERVICES FOR VAN BERG GOLF COURSE PRO SHOP RENOVATIONS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Resolution No. R23-169 approved the use of the design build delivery system for the Van Berg Golf Course Pro Shop Renovations; and

WHEREAS, BD Construction, Inc. was selected to provide design services and construction of the Van Berg Golf Course Pro Shop Renovations in accordance with the city design build policy; and

WHEREAS, the guarantee maximum price, substantial complete date, and final complete date will be provided in a future amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that a design-build agreement with BD Construction, Inc. in the amount of \$9,000 for Van Berg Golf Course Pro Shop Renovations, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

The City of **Columbus**

**MEMORANDUM**

**DATE:** May 30, 2024  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Van Berg Golf Course Pro Shop Renovations Agreement between Owner and Design-Builder

**RECOMMENDATION:**

I recommend approval of the agreement between Owner and Design-Builder with BD Construction, Inc. for design phase services in the amount of \$9,000 for the Van Berg Golf Course Pro Shop Renovations

**DISCUSSION:**

The City Design-Build policy was followed with the selection committee selecting BD Construction, Inc. The designer is TSP, Inc.

The Agreement is for design phase services to begin data collection, concept layout, and preliminary and final design services. Services include preparing plans for pro shop renovations, including wall removal, construction of a golf simulator room, service area, flooring, and related work.

The project is the design-build delivery method and the cost of this agreement will be included in a future amendment with a guaranteed maximum price.

**FISCAL IMPACT:**

Lump sum \$9,000 which is Part of 2023-2024 budget CIP 23-017 in the amount of \$55,000 plus a Columbus/Platte County Visitors Bureau grant in the amount of \$26,000. Pending final costs and construction timeline, additional funding may be required in the next fiscal year budget.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Douglas A Moore

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]



# AIA<sup>®</sup> Document B143<sup>®</sup> – 2014

## Standard Form of Agreement Between Design-Builder and Architect

**AGREEMENT** made as of the Fifteenth day of April in the year Two Thousand Twenty-Four  
(*In words, indicate day, month and year.*)

**BETWEEN** the Design-Builder:  
(*Name, legal status, address and other information*)

B-D Construction, Inc.  
2154 E. 32<sup>nd</sup> Avenue  
Columbus, NE 68601

and the Architect:  
(*Name, legal status, address and other information*)

TSP, Inc.  
1601 Mt. Rushmore Rd.  
Ste 3, PMB 286  
Rapid City, SD 57701

The Design-Builder has entered into the Design-Build Contract with the Owner dated:  
TBD

for the following Project:  
(*Name, location and detailed description*)

Van Berg Golf Course Pro Shop Renovations.  
Renovations to the existing Pro Shop as described in the attached Exhibit 1 and 2  
TSP Project No. 07240477

The Owner:  
(*Name, legal status and address*)

City of Columbus  
2424 14<sup>th</sup> Street  
Columbus, NE 68602

The Design-Builder and Architect agree as follows:

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution.")*

#### § 1.2 Definitions

§ 1.2.1 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A142™-2014 Exhibit A, Terms and Conditions. If multiple prime contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number when applicable and the term "Work" shall include the construction and services required to fulfill the obligations of all Contractors for the Architect's Portion of the Project.

§ 1.2.2 **Project.** As used in this Agreement, the term Project means the Design-Builder's Work as identified in the Design-Build Contract.

§ 1.3 **Architect's Portion of the Project.** The Architect's Portion of the Project consists of the following:

*(Fully describe the portion of the Project for which the Architect shall provide the services set forth in this Agreement.)*

Architectural, mechanical, and electrical engineering services including limited construction administration and pay app reviews.

#### § 1.4 Project Information

§ 1.4.1 The Owner's Criteria for the Project:

*(Identify documentation or reference an exhibit that sets forth the Owner's Criteria for the Project.)*

Renovations to the existing Pro Shop as described in attached Exhibits 1 and 2.

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§ 1.4.2 Information relevant to the Architect's Portion of the Project, if not otherwise included in the Owner's Criteria set forth in Section 1.4.1:

§ 1.4.3 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

Modify existing floor plan to accommodate addition of two golf simulator stations along with updates to the reception counter to comply with ADA requirements.

§ 1.4.4 The Design-Builder's budget information is as follows:

- .1 The amount of the Design-Builder's budget for the Cost of the Work for the Architect's Portion of the Project, as defined in Section 6.1, is estimated at Eight-One Thousand Dollars (\$81,000 ).

§ 1.4.5 The anticipated design and construction milestone dates for the Architect's Portion of the Project:

- .1 Design milestone dates:  
Spring, 2024
- .2 Submission of Design-Builder's Proposal:  
Spring, 2024
- .3 Commencement of construction:  
Spring, 2024
- .4 Phased completion dates:  
TBD
- .5 Substantial Completion date:  
2024
- .6 Other milestone dates:  
TBD

§ 1.4.6 The Design-Builder's other scheduling information relevant to the Architect's Portion of the Project, if any:

None

§ 1.4.7 The Design-Builder's construction procurement method(s) for the Project is as follows:

*(Identify procurement method or methods, such as competitive bid, negotiated contract, multiple prime contractors, construction management, or to be performed with the Design-Builder's own forces. If more than one procurement method will be utilized, for each method identify the portion of the Work to which the procurement method applies.)*

Performed with the Design-Builder's own forces with specialties competitively bid.

§ 1.4.8 The Owner's anticipated Sustainable Objective for the Project, if any:

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*(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency.)*

None

§ 1.4.8.1 If the parties identify a Sustainable Objective, the terms related to the Sustainable Objective shall have the same meaning as those set forth in AIA Document A141™–2014 Exhibit C, Sustainable Projects.

§ 1.4.9 Incentive programs the Owner intends to pursue, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on or related to the Architect's services, are as follows:  
*(Identify incentive programs and deadlines for submitting or applying for the incentive program.)*

None

**§ 1.5 Project Team**

§ 1.5.1 The Design-Builder identifies the following representative in accordance with Section 5.4:  
*(List name, address and other information.)*

Bryan Kearney  
B-D Construction  
2154 E 32<sup>nd</sup> Avenue  
Columbus, NE 68601  
(402) 564-1225  
bryank@bdconstructioninc.com

§ 1.5.2 The Design-Builder will retain the following consultants and contractors:  
*(List any consultants or contractors retained by the Design-Builder, such as a cost consultant, scheduling consultant, project or program manager, or construction contractor. List discipline and, if known, identify them by name and address.)*

TBD

§ 1.5.3 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address and other information.)*

Brent Schulz, AIA  
152 S. 167<sup>th</sup> St.  
Omaha, NE 68118  
(402) 681-8172  
schulzbw@teamtsp.com

§ 1.5.4 The Architect shall retain the following consultants under Basic Services described in Article 3.  
*(List discipline and, if known, identify them by name, legal status, address and other information.)*

.1 Structural Engineer

(not required)

.2 Mechanical Engineer

Chris Maks, PE  
1601 Mt. Rushmore Rd.  
Ste 3, PMB 286  
Rapid City, SD 57701  
(605) 791-6902  
maksh@teamtsp.com

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**.3 Electrical Engineer**

Kelli Osterloo, PE  
1601 Mt. Rushmore Rd.  
Ste 3, PMB 286  
Rapid City, SD 57701  
(605) 791-6923  
osterlooka@teamtsp.com

**.4 Other, if any:**

**§ 1.5.5** The Design-Builder's consultants and separate contractors are as follows:  
*(List name, address, discipline, specialty or trade and other information.)*

**§ 1.5.6** The persons or entities, if any, other than the Design-Builder's representatives, who are required to review the Architect's Instruments of Service are as follows:  
*(List name, address and other information.)*

**§ 1.5.7** Other Initial Information on which the Agreement is based:  
*(Provide other Initial Information.)*

**§ 1.6** If the Design-Builder and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 1.7** The Design-Builder and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Design-Builder and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide the professional services as set forth in this Agreement. Except as set forth herein, the Architect shall not have any duties or responsibilities for any other portion of the Project.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Services of the Architect and the Architect's consultants shall be performed in the sole interest, and for the exclusive benefit, of the Design-Builder.

**§ 2.5** Except with the Design-Builder's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would create a conflict of interest with respect to this Project.

**§ 2.6** The Architect shall have access to the Project whenever it is in preparation or progress.

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**§ 2.7 Certifications.** Upon the Design-Builder's written request, the Architect shall execute certifications and furnish certifications executed by its consultants, with respect to the documents and services provided under this Agreement (a) that, to the best of the Architect's or consultant's knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Architect and its consultants shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

**§ 2.8 Insurance.** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Design-Builder shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

**§ 2.8.1 Commercial General Liability** per attached certificate of insurance.

**§ 2.8.2 Automobile Liability** per attached certificate of insurance.

**§ 2.8.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.8.1 and 2.8.2.

**§ 2.8.4 Workers' Compensation** at statutory limits and Employers' Liability per attached certificate of insurance.

**§ 2.8.5 Professional Liability** per attached certificate of insurance.

*(Paragraphs deleted)*

**§ 2.8.5.1** To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the total liability, in the aggregate, of the Architect and Architect's officers, directors, partners, employees, agents, and Architect's Consultants, and any of them, to the Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Architect or Architect's officers, directors, partners, employees, agents, or the Architect's Consultants, or any of them, shall not exceed the total compensation received by the Architect under this agreement.

### **ARTICLE 3 ARCHITECT'S BASIC SERVICES**

#### **§ 3.1 General Services**

**§ 3.1.1** Basic Services the Architect and its consultants shall provide are set forth in this Article 3. Services not included in this Article 3 are Additional Services.

**§ 3.1.2** As soon as practicable after the date of this Agreement, the Architect shall submit for the Design-Builder's approval a schedule for the Architect's services. The schedule shall be consistent with the time periods established in the Initial Information set forth in Article 1. The schedule shall include milestone dates for decisions required of the Design-Builder with regard to the Architect's Portion of the Project and allowances for periods of time required for the Owner's and Design-Builder's review, for the performance of the Owner's and Design-Builder's consultants and, if applicable, for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Design-Builder, the Architect and Design-Builder shall not exceed time limits established by this schedule without reasonable cause. With the Design-Builder's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.3** The Architect shall review the information furnished by the Design-Builder and notify the Design-Builder of any other information or services that may be reasonably required for the Architect's Portion of the Project.

**§ 3.1.4** The Architect shall coordinate its services with those services provided by the Design-Builder and the Design-Builder's consultants and contractors. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Design-Builder and the Design-Builder's consultants and contractors.

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The Architect shall provide prompt written notice to the Design-Builder if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

§ 3.1.5 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Architect's Portion of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 3.1.6 The Architect shall assist the Design-Builder with the evaluation of alternative materials, building systems and equipment, together with other considerations based on the Owner's Criteria, the Project budget, and aesthetics, in developing the design for the Architect's Portion of the Project.

§ 3.1.7 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 3.1.8 The Architect shall not be responsible for any modifications the Design-Builder makes to Instruments of Service, or any other documents or data, prepared by the Architect or the Architect's consultants, unless the Architect provides written approval of such modifications.

§ 3.1.9 The Architect shall have authority to act on behalf of the Design-Builder only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work related to the Architect's Portion of the Project. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work related to the Architect's Portion of the Project.

§ 3.1.10 If the Architect is to review Shop Drawings and other submittals related to the Architect's Portion of the Project, designed or certified by a design professional other than a design professional retained by the Architect, the Design-Builder shall require that the submittals bear such other design professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals provided by such other design professionals.

§ 3.1.11 The Architect shall notify the Design-Builder in a timely manner if the Architect substitutes any of the consultants identified by the Architect in the Initial Information or adds any other consultants for the Project.

§ 3.1.12 Except when direct communications have been specially authorized, the Architect shall endeavor to communicate with the Owner and its consultants and separate contractors through the Design-Builder about matters arising out of or relating to the Architect's Portion of the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with the Contractor and material suppliers shall be through the Design-Builder.

### § 3.2 Design Services

The Architect shall provide only those Design Services listed in this Section 3.2 that are designated by a check or "X" in the adjacent box.

*(Designate the services the Architect shall provide by placing a check or "X" in the box adjacent to the listed service. Insert quantities where requested and, if necessary, provide expanded or modified descriptions of the designated services in Section 3.6.)*

	<p><b>§ 3.2.1 Multi-Discipline Coordination.</b> Coordinate services provided by the Owner, the Owner's consultants, the Design-Builder and the Design-Builder's consultants and contractors as they relate to the Architect's Portion of the Project.</p>
	<p><b>§ 3.2.2 Project Design Presentations.</b> Make presentations to explain the design of the Project to the Owner, Design-Builder, governmental authorities, or others.</p> <p>.1 Subject to Section 4.1.1.19, provide not more than ( ) presentations over the duration of the Project.</p>

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	<p><b>§ 3.2.3 Governmental Authorities Submissions.</b> Assist the Design-Builder in connection with the Design-Builder's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.</p> <p>.1 Subject to Section 4.1.1.20, provide not more than ( ) submissions over the duration of the Project.</p>
	<p><b>§ 3.2.4 Estimates of the Cost of the Work for the Architect's Portion of the Project.</b> Prepare an estimate of the Cost of the Work, as that term is defined in Section 6.1, based on current area, volume or similar conceptual estimating techniques. As the design progresses through the preparation of the Construction Documents, periodically update the estimate of the Cost of the Work.</p>
X	<p><b>§ 3.2.5</b> The Architect shall attend meetings with the Design-Builder and Owner to discuss and review the Owner's Criteria.</p>
	<p><b>§ 3.2.6</b> The Architect shall provide to the Design-Builder a preliminary evaluation of the Owner's Criteria as it relates to the Architect's Portion of the Project. The preliminary evaluation shall discuss possible alternative approaches to design and construction and include the Architect's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.</p>
	<p><b>§ 3.2.7</b> After the Architect reviews the preliminary evaluation with the Design-Builder, the Architect shall provide a written report to the Design-Builder, summarizing the Architect's understanding of the Owner's Criteria as it relates to the Architect's Portion of the Project. The report shall include</p> <p>.1 allocations of program functions, detailing each function and their square foot areas;</p> <p>.2 if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;</p> <p>.3 a preliminary schedule, conforming to the Owner's schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and periodic design review sessions with the Owner; and</p> <p>.4 other, if any:</p>
	<p><b>§ 3.2.8 Preliminary Design.</b> Upon the Design-Builder's issuance of a written notice to proceed, the Architect shall prepare and submit a Preliminary Design to the Design-Builder for the Architect's Portion of the Project. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, or any other aspects of the Initial Information, and consist of drawings and other documents including, the following:</p> <p>.1 Confirmation of the allocations of program functions;</p> <p>.2 A site plan;</p> <p>.3 Concept design, in diagrammatic form, allocating the functions and areas;</p> <p>.4 Preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling;</p> <p>.5 Structural system;</p> <p>.6 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and</p> <p>.7 Outline specifications or sufficient drawing notes describing construction materials.</p>
	<p><b>§ 3.2.9 Design-Builder's Proposal.</b> The Architect shall assist the Design-Builder, as set forth below, in preparing or revising the Design-Builder's Proposal with respect to the Architect's Portion of the Project, including necessary revisions to the Preliminary Design:</p> <p><i>(Set forth any specific requirements of, or limits on, the services to be provided under this Section 3.2.9.)</i></p>
X	<p><b>§ 3.2.10 Construction Documents.</b> Upon the Design-Builder's written notice to proceed, the Architect shall further develop the design in accordance with the Design-Build Amendment to the Design-Build Contract, as necessary, and prepare Construction Documents for the Architect's Portion of the Project. The Construction Documents shall set forth in detail the requirements for construction of the Architect's Portion of the Project. The Construction Documents shall include drawings and specifications that establish the quality levels of materials, systems and performance criteria required. Construction Documents may include Drawings, Specifications, and other</p>

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	documents and electronic data setting forth in detail the requirements for construction of the Work, and shall be consistent with the Design-Build Documents, including the Design-Build Amendment.
	<b>§ 3.2.11 Other Design Services:</b> <i>(List and describe any other Design Services the Architect and its consultants shall provide.)</i>

**§ 3.3 Construction Procurement Services**

The Architect shall provide only those Construction Procurement Services listed in this Section 3.3 that are designated by a check or "X" in the adjacent box.

*(Designate the services the Architect shall provide by placing a check or "X" in the box adjacent to the listed service. Insert quantities where requested and, if necessary, provide expanded or modified descriptions of the designated services in Section 3.6.)*

	<b>§ 3.3.1 Bidding/Proposal Information.</b> Assist the Design-Builder in preparing bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; the form of agreement between the Design-Builder and the Contractor; and the General, Supplementary and other conditions of the Contract for Construction
	<b>§ 3.3.2 Selection of Bidders/Proposers.</b> Assist the Design-Builder in identifying contractors from whom bids or proposals will be solicited.
	<b>§ 3.3.3 Bidding/Proposal Document Reproduction.</b> Arrange for procuring the reproduction of documents for distribution. The Design-Builder shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.
	<b>§ 3.3.4 Bidding/Proposal Document Distribution.</b> Distribute the documents and request their return upon completion of the bidding/proposal process; maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders/proposers.
	<b>§ 3.3.5 Substitutions.</b> Review requests for substitutions, if permitted by the bidding/proposal documents; prepare and distribute addenda identifying approved substitutions to all prospective bidders/proposers.
	<b>§ 3.3.6 Pre-Bid/Proposal Conference.</b> Participate in, or at the Design-Builder's direction organize and conduct, a pre-bid conference for prospective bidders or pre-proposal conference for prospective proposers.
X	<b>§ 3.3.7 Addenda.</b> Prepare responses to questions from prospective bidders/proposers and provide clarifications and interpretations in the form of addenda.
	<b>§ 3.3.8 Opening of Bids/Proposals.</b> Participate in, or at the Design-Builder's direction, organize and conduct the opening of the bids/proposals. Document and distribute the results, as directed by the Design-Builder.
	<b>§ 3.3.9 Bid/Proposal Evaluation.</b> Assist the Design-Builder in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. Notify all prospective bidders or contractors of the bid or proposal results.
	<b>§ 3.3.10 Bid/Proposal Negotiations.</b> Assist the Design-Builder during negotiations with selected prospective contractors and prepare a summary report of the negotiation results, as directed by the Design-Builder.

**§ 3.4 Construction Contract Administration Services**

The Architect shall provide only those Construction Contract Administration Services listed in this Section 3.4 that are designated by a check or "X" in the adjacent box. Duties, responsibilities and limitations of authority of the Architect under this Section 3.4 shall not be restricted, modified or extended without written agreement of the Design-Builder and Architect. The Architect shall have authority to act on behalf of the Design-Builder only to the extent provided in this Agreement unless otherwise modified in writing. The Architect's responsibility to provide the Construction Contract Administration Services under this Agreement, except those provided under Section 3.4.10, Project Anniversary Review, shall coincide with the date of the first service provided in accordance with the Contract for Construction and shall terminate, subject to Section 4.1.1.15, sixty (60) days after (1) the date of Substantial

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Completion of the Work related to the Architect's Portion of the Project or (2) the anticipated date of Substantial Completion identified the Initial Information, whichever is earlier.

*(Designate the services the Architect shall provide by placing a check or "X" in the box adjacent to the listed service. Insert quantities where requested and, if necessary, provide expanded or modified descriptions of the designated services in Section 3.6.)*

X	<p><b>§ 3.4.1 Requests for Information.</b> Review properly prepared, timely requests by the Contractor for additional information about the Contract Documents relating to the Architect's Portion of the Project. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification requested. If deemed appropriate by the Architect, the Architect may, on the Design-Builder's behalf, prepare, reproduce and distribute supplemental drawings and specifications in response to requests for information by the Contractor.</p>
	<p><b>§ 3.4.2 Evaluations of the Work Related to the Architect's Portion of the Project.</b> Visit the site on behalf of the Design-Builder at intervals appropriate to the stage of construction, or as otherwise agreed to by the Design-Builder and the Architect, to become generally familiar with the progress and quality of Work related to the Architect's Portion of the Project completed, and to determine in general if the Work related to the Architect's Portion of the Project is being performed in a manner indicating that Work related to the Architect's Portion of the Project, when completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work related to the Architect's Portion of the Project. On the basis of these site visits, the Architect shall keep the Design-Builder reasonably informed about the progress and quality of the portion of the Work related to the Architect's Portion of the Project completed, and report to the Design-Builder (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor (2) defects and deficiencies observed in the Work related to the Architect's Portion of the Project (3) recommendations for further inspection and testing of the Work, and (4) recommendations to reject the Work.</p> <p style="padding-left: 40px;">.1 Subject to Section 4.1.1.17, provide not more than Six ( 6 ) visits to the Project site by the Architect over the duration of the Project during construction.</p>
X	<p><b>§ 3.4.3 Review of Contractor's Applications for Payment.</b> Based on evaluations of the Work related to the Architect's Portion of the Project as described in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, review the Contractor's requests for amounts due and make recommendations to the Design-Builder indicating adjustments, if any, in such amounts due. Such recommendation for payment shall constitute a representation to the Design-Builder that, to the best of the Architect's knowledge, information and belief, the Work related to the Architect's Portion of the Project has progressed to the point indicated and the quality of the Work related to the Architect's Portion of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work related to the Architect's Portion of the Project for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The issuance of a recommendation for payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work related to the Architect's Portion of the Project, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Design-Builder to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. The Architect shall maintain a record of the Contractor's Applications for Payment.</p>
X	<p><b>§ 3.4.4 Submittals.</b> The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, product data and samples for the Work related to the Architect's Portion of the Project, for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such action shall be taken subsequent to the Design-Builder's review and approval. The Architect's action in reviewing submittals shall be taken in accordance with a submittal schedule approved by the Architect and Design-Builder or, in the absence of an approved submittal schedule, with reasonable promptness, allowing sufficient time for adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems. Review of submittals shall</p>

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	<p>not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. Approval of a specific item shall not indicate approval of an assembly of which the item is a component. As part of these services the Architect shall</p> <ol style="list-style-type: none"> <li>.1 subject to Section 4.1.1.18, provide not more than ( ) reviews of each Shop Drawing, product data item, sample and similar submittal of the Contractor; and</li> <li>.2 maintain a record of submittals and copies of submittals supplied by the Contractor relating to the Architect's Portion of the Project in accordance with the requirements of the Contract Documents.</li> </ol>
	<p><b>§ 3.4.5 Review and Prepare Proposed Change Orders and Construction Change Directives.</b> Review properly prepared, timely requests for changes in the Work related to the Architect's Portion of the Project, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work related to the Architect's Portion of the Project shall be accompanied by sufficient supporting data and information to permit a reasonable determination without extensive investigation or preparation of additional drawings or specifications. Prepare Change Orders and Construction Change Directives for the Design-Builder's approval and execution in accordance with the Contract Documents. Maintain records relative to changes relating to the Architect's Portion of the Project.</p>
	<p><b>§ 3.4.6 Minor Changes.</b> Prepare orders for minor changes in the Work related to the Architect's Portion of the Project for issuance by the Design-Builder.</p>
	<p><b>§ 3.4.7 Project Completion.</b> Conduct inspections of the Work related to the Architect's Portion of the Project to assist the Design-Builder in determining the date or dates of Substantial Completion and the date of final completion. Such inspections shall be conducted to check the Work related to the Architect's Portion of the Project for conformance with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor to be completed or corrected.</p> <ol style="list-style-type: none"> <li>.1 Subject to Section 4.1.1.21, provide not more than One ( 1 ) inspections for any portion of the Work related to the Architect's Portion of the Project to determine whether such portion is substantially complete in accordance with the requirements of the Contract Documents.</li> </ol>
	<p><b>§ 3.4.8 Final Payment.</b> Make recommendations to the Design-Builder, based on a final inspection of the Work related to the Architect's Portion of the Project, regarding the Contractor's satisfaction of the requirements for final payment.</p>
	<p><b>§ 3.4.9 Project Completion Documents.</b> Receive from the Contractor and forward to the Design-Builder (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment, and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner and Design-Builder against liens. Receive from the Contractor and forward to the Design-Builder for Design-Builder's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.</p>
	<p><b>§ 3.4.10 Project Anniversary Review.</b> Prior to the expiration of one year from the date of Substantial Completion, meet with the Design-Builder and the Owner to review facility operations and performance and make appropriate recommendations to the Design-Builder.</p>

**§ 3.5 Sustainability Services**

*(Paragraphs deleted)*

**- Paragraphs Omitted**

*(Table deleted)*

**§ 3.6 Description of Services**

*(In the space below, provide expanded or modified descriptions of the services designated above, or refer to an attachment to this document.)*

**§ 3.7 Other Services**

**§ 3.7.1** The Architect shall provide the listed services only if specifically designated in the table below as the Architect's responsibility, and the Design-Builder shall compensate the Architect as provided in Section 11.2.

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(Designate the services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.7.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Design-Builder or Not Provided)	Location of Service Description (Section 3.7.2 below or in an exhibit attached to this document and identified below)
§ 3.7.1.1 Programming (B202™–2009)	Not Provided	
§ 3.7.1.2 Multiple preliminary designs	Not Provided	
§ 3.7.1.3 Existing facilities surveys	Not Provided	
§ 3.7.1.4 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 3.7.1.5 Civil engineering	Not Provided	
§ 3.7.1.6 Landscape design	Not Provided	
§ 3.7.1.7 Architectural Interior Design (B252™–2007)	Not Provided	
§ 3.7.1.8 Value Analysis (B204™–2007)	Not Provided	
§ 3.7.1.9 Detailed cost estimating	Not Provided	
§ 3.7.1.10 On-site project representation (B207™–2008)	Not Provided	
§ 3.7.1.11 Conformed construction documents	Not Provided	
§ 3.7.1.12 As-designed Record Drawings	Not Provided	
§ 3.7.1.13 As-constructed Record Drawings	Not Provided	
§ 3.7.1.14 Post occupancy evaluation	Not Provided	
§ 3.7.1.15 Facility Support Services (B210™–2007)	Not Provided	
§ 3.7.1.16 Tenant-related services	Not Provided	
§ 3.7.1.17 Coordination of Design-Builder’s consultants	Not Provided	
§ 3.7.1.18 Telecommunications/data design	Not Provided	
§ 3.7.1.19 Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 3.7.1.20 Commissioning (B211™–2007)	Not Provided	
§ 3.7.1.21 LEED® Certification (B214™–2012)	Not Provided	
§ 3.7.1.22 Fast-track design services	Not Provided	
§ 3.7.1.23 Historic Preservation (B205™–2007)	Not Provided	
§ 3.7.1.24 Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

§ 3.7.2 Insert a description of each service designated in Section 3.7.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

N/A

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Sections 11.3 and 11.4 as well as an appropriate adjustment in the schedule for the Architect’s services provided in Section 3.1.2.

§ 4.1.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Design-Builder with reasonable promptness and explain the facts and circumstances giving rise to the need. The

Architect shall not proceed to provide the following services until the Architect receives the Design-Builder's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Design-Builder, or a material change in the Architect's Portion of the Project including, but not limited to, size, quality, complexity, the Design-Builder's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .3 Services necessitated by decisions of the Owner, Design-Builder, or others not rendered in a timely manner or any other failure of performance on the part of the Owner, Design-Builder, or any of their consultants or contractors;
- .4 Preparation of design and documentation for alternate bid or proposal requests proposed by the Design-Builder in addition to those required in Sections 1.4.7 and 3.3, if any;
- .5 Preparation for, and attendance at, a public presentation, meeting, or hearing;
- .6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .7 Making revisions in Drawings, Specifications, or other documents as required pursuant to Section 6.8, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .9 Assistance to the Design-Builder in rendering initial decisions on a Claim with the Contractor;
- .10 Reviewing a Contractor's submittal out of sequence from any submittal schedule approved by the Architect and Design-Builder;
- .11 Responding to the Design-Builder's or the Design-Builder's consultants' or contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Design-Builder or the Design-Builder's consultants or contractors from a careful study and comparison of the Contract Documents, field conditions, other Design-Builder-provided information, coordination drawings prepared by the Design-Builder or its consultants, or prior Project correspondence or documentation;
- .12 Preparing Change Orders and Construction Change Directives that require evaluation of proposals and supporting data from the Design-Builder's consultants or contractors, or the preparation or revision of Instruments of Service;
- .13 Evaluating claims submitted by the Design-Builder's consultants, or others in connection with the Work;
- .14 Evaluating substitutions proposed by the Design-Builder or Contractor and making subsequent revisions to Instruments of Service resulting therefrom;
- .15 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work related to the Architect's Portion of the Project or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier;
- .16 Evaluations related to portions of the Work other than the Work related to the Architect's Portion of the Project;
- .17 Visits to the Project site exceeding limits set forth in Section 3.4.2.1;
- .18 Reviews of each Shop Drawing, product data item, sample and similar submittal of the Contractor exceeding limits set forth in Section 3.4.4.1;
- .19 Design presentations exceeding the limits set forth in Section 3.2.2.1;
- .20 Submissions to governmental authorities exceeding the limits set forth in Section 3.2.3.1;
- .21 Inspections of any portion of the Work related to the Architect's Portion of the Project to determine whether such portion is substantially complete exceeding limits set forth in Section 3.4.7.1; and
- .22 Inspections for any portion of the Work related to the Architect's Portion of the Project to determine final completion exceeding limits set forth in Section 3.4.7.2.

**§ 4.2** If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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## **ARTICLE 5 DESIGN-BUILDER'S RESPONSIBILITIES**

§ 5.1 The Design-Builder shall provide available information in a timely manner regarding requirements for, and limitations on, the Architect's Portion of the Project, including a copy of the Owner's Criteria for the Project.

§ 5.2 Within seven days after receipt of the Architect's written request, the Design-Builder shall request information from the Owner as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights. Within seven days of receipt of such information from the Owner, the Design-Builder shall furnish the information to the Architect.

§ 5.3 The Design-Builder shall periodically update the budget information set forth in Section 1.4.4. If the Owner or Design-Builder significantly increases or decreases the overall budget for the Project or the budget for the Cost of the Work for the Architect's Portion of the Project, the Design-Builder shall notify the Architect. The Design-Builder and the Architect shall thereafter agree to a corresponding change in the scope and quality of the Architect's Portion of the Project.

§ 5.4 The Design-Builder's representative, identified in Section 1.5.1 of the Initial Information, is authorized to act on the Design-Builder's behalf with respect to the Architect's Portion of the Project. The Design-Builder or its identified representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Design-Builder shall promptly notify the Architect in the event that the Design-Builder changes its representative.

§ 5.5 The Design-Builder shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site.

§ 5.6 The Design-Builder shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Design-Builder shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Architect's Portion of the Project. The Design-Builder shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Design-Builder shall furnish copies of the scope of services in the contracts between the Design-Builder and the Design-Builder's consultants.

§ 5.8 In contracts with its consultants, the Design-Builder shall require that the consultants' services, whether performed directly by a consultant or by its sub-consultants, shall be performed by qualified professionals, licensed as may be required by applicable law to perform such services in the jurisdiction where the Project is located. The Design-Builder shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.9 The Design-Builder shall notify the Architect in a timely manner if the Design-Builder substitutes any of the consultants identified in the Initial Information or adds any other consultants for the Project.

§ 5.10 The Design-Builder shall furnish to the Architect, in a timely manner, information necessary for the Architect to perform the Architect's Portion of the Project or that is necessary for inclusion in the Architect's Portion of the Project, including detailed layouts and specifications for materials and equipment furnished or designed by others, such as information regarding connections, sizes, loads and other information.

§ 5.11 The Design-Builder shall confer with the Architect before issuing interpretations or clarifications of documents prepared by the Architect. The Architect shall not be responsible for interpretations the Design-Builder issues that are not in conformance with the recommendations of the Architect.

§ 5.12 The Design-Builder shall advise the Architect of the identity of the Design-Builder's other consultants participating in the Project and the scope of their services.

§ 5.13 If the Architect reasonably requests information from investigations, surveys, tests, analyses and reports, or the services of other consultants not within the scope of the Architect's services, the Design-Builder shall furnish the information or services or request that the Owner furnish the information or services.

§ 5.14 The Design-Builder shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.15 The Design-Builder shall furnish, or cause to be furnished, all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Design-Builder's needs and interests.

§ 5.16 The Design-Builder shall provide prompt written notice to the Architect if the Design-Builder becomes aware of any errors, omissions or inconsistencies in the services or information furnished by the Architect.

§ 5.17 The Design-Builder shall comply with legal and code requirements to the extent they affect the Architect's performance of this Agreement.

## **ARTICLE 6 COST OF THE WORK FOR THE ARCHITECT'S PORTION OF THE PROJECT**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to construct all elements of the Architect's Portion of the Project designed or specified by the Architect and shall include construction general conditions costs, overhead and profit. The Cost of the Work does not include the Design-Builder's fee, costs of tests, or evaluations and reports required for the execution of the Work, the compensation of the Architect, its consultants or any other design professionals on the Project, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Design-Builder or Owner.

§ 6.2 The Design-Builder's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as necessary.

§ 6.3 If the Architect is required to prepare estimates of the Cost of the Work under Section 3.2.4 or as otherwise mutually agreed in writing by the Design-Builder and Architect, such estimates represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Design-Builder has control over the cost of labor, materials or equipment; the methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Design-Builder's budget for the Project or from the Architect's estimate of the Cost of the Work.

§ 6.3.1 If the Architect is required to prepare estimates of the Cost of the Work under Section 3.2.4 or as otherwise mutually agreed in writing by the Design-Builder and Architect, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to include recommended adjustments in the program and scope of the Architect's Portion of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Design-Builder's budget for the Cost of the Work. The Architect shall base its estimates on current area, volume or similar conceptual estimating techniques. If the Design-Builder requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Architect is required to prepare estimates of the Cost of the Work under Section 3.2.4 of this Agreement or as otherwise mutually agreed in writing by the Design-Builder and Architect and if at any time up to receipt of bids or negotiated proposals the Architect's estimate of the Cost of the Work exceeds the Design-Builder's budget for the Cost of the Work, the Architect shall, upon the request of the Design-Builder, make appropriate recommendations to the Design-Builder to adjust the Project's size, quality or budget for the Cost of the Work, and the Design-Builder shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Design-Builder's contract with the Contractor for the Architect's Portion of the Project has not been executed within 90 days after the Architect submits the Construction Documents to the Design-Builder, through no fault of the Architect, the Design-Builder's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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**§ 6.6** If the Design-Builder's budget for the Cost of the Work is exceeded by the lowest bona fide bid(s) or negotiated proposal(s) for construction, the Design-Builder shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Architect's Portion of the Project within a reasonable time;
- .3 terminate this Agreement in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Architect is obligated to provide estimating services under Section 3.2.4 of this Agreement or as otherwise mutually agreed in writing by the Design-Builder and Architect and the Design-Builder chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents related to the Architect's Portion of the Project as necessary to comply with the Design-Builder's budget for the Cost of the Work. The Architect's modifications under this Section 6.7 shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.8** If the Architect is not obligated to provide estimating services, this Section 6.8 shall apply, and the Design-Builder shall provide estimates for the Cost of the Work. The Design-Builder shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work as the Architect progresses with its services. The Architect shall prepare, as an Additional Service pursuant to Section 4.1.1.7, revisions to the Drawings, Specifications or other documents as required to comply with the Design-Builder's budget for the Cost of the Work or due to inaccuracies or incompleteness in preparing cost estimates. The Architect may review the estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Design-Builder any material inaccuracies and inconsistencies noted during any such review.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** Drawings, specifications and other documents, including those in electronic form, prepared by the Design-Builder, its consultants and contractors, as well as the Architect and the Architect's consultants, are Instruments of Service.

**§ 7.2** The Architect and Design-Builder warrant that in transmitting Instruments of Service or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

### **§ 7.3 Design-Builder's Instruments of Service**

**§ 7.3.1** The Design-Builder and its consultants and contractors shall be deemed the authors and owners of their respective Instruments of Service, including Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Architect and the Architect's consultants shall not own or claim a copyright in the Design-Builder's Instruments of Service. Submission or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Design-Builder's or the consultants' reserved rights.

**§ 7.3.2** The Architect and the Architect's consultants are authorized to use and reproduce the Design-Builder's Instruments of Service provided to them solely and exclusively for execution of the Architect's services under this Agreement. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Architect may retain one record set. The Architect and the Architect's consultants may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Architect's Portion of the Project without the specific written consent of the Design-Builder and the consultants and contractors that produced the Instruments of Service.

### **§ 7.4 Architect's Instruments of Service**

**§ 7.4.1** The Architect and the Architect's consultants shall be deemed authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

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regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.4.2** Upon execution of this Agreement, the Architect grants to the Design-Builder a limited, irrevocable, and nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Design-Builder substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar limited, irrevocable and nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this Section 7.4.2 permits the Design-Builder to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.4.2 shall terminate, subject to the provisions of Section 7.4.5.

**§ 7.4.3** In the event the Design-Builder terminates the Architect for cause pursuant to Section 9.4, the license provided in Section 7.4.2 shall terminate and be replaced by a second, limited, irrevocable and nonexclusive license permitting the Design-Builder to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for the purpose of constructing, using, maintaining, altering and adding to the Project.

**§ 7.4.4** If the Design-Builder alters the Architect's or its consultant's Instruments of Service without the Architect's or its consultant's written authorization or in the event the Design-Builder uses the Instruments of Service without retaining the author of the Instruments of Service, the Design-Builder releases the Architect and Architect's consultants from all claims and causes of action arising from such uses. The Design-Builder, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Design-Builder's alteration or use of the Instruments of Service under this Section 7.4.4.

**§ 7.4.5** If the agreement between the Owner and Design-Builder is terminated for any reason other than the default of the Owner, or if this Agreement is terminated for cause by the Architect pursuant to Section 9.4, the Architect shall convey and shall require its consultants to convey to the Owner a limited, irrevocable and nonexclusive license to use the Architect's Instruments of Service for the sole purpose of constructing, using, maintaining, altering and adding to the Project, conditioned upon (1) payment to the Architect of all amounts due to the Architect and the Architect's consultants, and (2) the Architect's receipt of the Owner's written notice to the Architect of the Owner's assumption of the Design-Builder's duties and obligations under this Agreement; or if the Owner fails to provide such written notice, (1) payment to the Architect of all amounts due to the Architect and the Architect's consultants, and (2) the Architect's receipt of the Owner's written agreement to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service. The Architect shall incorporate the requirements of this Section 7.4.5 in all agreements with its consultants.

**§ 7.5** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. Neither the Owner, nor the Design-Builder, shall assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's or Design-Builder's sole risk and without liability to the Architect and the Architect's consultants.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Design-Builder and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Design-Builder and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Design-Builder and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A141–2014. The Design-Builder or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Design-Builder waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is also applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation and Binding Dispute Resolution

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Design-Builder and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 8.2.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall pay the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Design-Builder and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

## § 8.3 Arbitration – Paragraphs Omitted

*(Paragraphs deleted)*

## § 8.3.4 Consolidation or Joinder – Paragraphs Omitted

*(Paragraphs deleted)*

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Design-Builder fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Design-Builder before suspending services. In the event of a suspension of

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services, the Architect shall have no liability to the Design-Builder for delay or damage caused the Design-Builder because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Project is suspended or the Design-Builder suspends the Architect's services, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Project is suspended or the Architect's services are suspended for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Design-Builder may terminate this Agreement upon not less than seven days' written notice to the Architect for the Design-Builder's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Design-Builder's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 The Design-Builder and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Except as provided in Section 10.2.1, neither the Design-Builder nor the Architect shall assign this Agreement without the written consent of the other. In the event the Owner assigns the Design-Build Contract to an institutional lender providing financing for the Project, and the lender assumes the Owner's rights and obligations under the Agreement between the Owner and the Design-Builder, the Architect shall execute all reasonable consents facilitating such assignment, conditioned upon the Architect's receipt of all amounts due as provided in this Agreement.

§ 10.2.1 If the Owner terminates the Design-Build Contract, the Architect agrees to an assignment of this Agreement to the Owner upon receipt of written notification from the Owner that the Owner is accepting assignment of this Agreement and assuming the Design-Builder's rights and responsibilities. The Architect further agrees that upon such an assignment to the Owner, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entities' obligations under this Agreement.

§ 10.3 If the Owner or Design-Builder requests the Architect to execute certificates, other than those required by Section 2.7, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner or Design-Builder requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to

Init.

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User Notes:

(1731540817)

execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**§ 10.4** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Design-Builder or Architect.

**§ 10.5** The Architect shall have the right to include photographic or artistic representations of the design of the Architect's Portion of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's or Design-Builder's confidential or proprietary information if the Owner or Design-Builder has previously advised the Architect in writing of the specific information considered by the Owner or Design-Builder to be confidential or proprietary. The Design-Builder shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

**§ 10.6** If the Architect or Design-Builder receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.6.1.

**§ 10.6.1** If the Architect or Design-Builder receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.6.

#### **ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect's Basic Services described under Sections 3.1 through Section 3.4, the Design-Builder shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation for Architect's Services before and after execution of the Design-Build Amendment.)*

For services furnished, the Owner shall pay TSP, upon receipt of periodic invoices, the lump sum of Nine Thousand Dollars (\$9,000), plus any and all applicable fees and taxes:

Changes requested beyond what are included in Exhibit 1 and 2 will be billed as additional services and charged by the hour as per the attached hourly rate sheet.

**§ 11.2** For Other Services designated in Section 3.7, the Design-Builder shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation for Architect's Other Services before and after execution of the Design-Build Amendment. If necessary, list specific services to which particular methods of compensation apply.)*

Lump sum or hourly negotiated if requested

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.1, the Design-Builder shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation for Architect's Additional Services before and after execution of the Design-Build Amendment.)*

Lump sum or hourly negotiated when requested

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as otherwise stated below:

N/A

Init.

§ 11.5 Where compensation for Basic Services identified in Sections 3.1 through 3.4, is based on a stipulated sum or percentage of the Cost of the Work, the compensation shall be paid in accordance with the following payment schedule:

*(Rows deleted)*

Professional Services:	one hundred	percent (	100	%)
------------------------	-------------	-----------	-----	----

*(Row deleted)*

---

Total Basic Compensation:	one hundred	percent (	100	%)
---------------------------	-------------	-----------	-----	----

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Work related to the Architect's Portion of the Project are deleted or otherwise not constructed, compensation for those portions shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Work related to the Architect's Portion of the Project commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached rate sheet.

*(Table deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are

*(Paragraphs deleted)*

not included in the fee. If reproductions of construction documents are requested they will be billed separately.

*(Paragraphs deleted)*

**§ 11.9 Compensation for Use of Architect's Instruments of Service**

If the Design-Builder terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Design-Builder shall pay a licensing fee as compensation for the Design-Builder's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

**§ 11.10 Compensation for Sustainability Services**

§ 11.10.1 For the Architect's Sustainability Services described under Section 3.5, if any, the Design-Builder shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

§ 11.10.2 Where compensation is based on a stipulated sum or percentage of the Cost of the Work, the Sustainability Services shall be compensated in accordance with the schedule set forth in Section 11.5 unless otherwise provided below:

*(If different than Section 11.5, insert the compensation schedule for Sustainability Services based on a stipulated sum or percentage of the Cost of the Work.)*

*(Paragraphs deleted)*

**§ 11.11 Payments to the Architect**

§ 11.11.1 An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Design-Builder's account in the final invoice.

Init.

§ 11.11.2 Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

1.5 % compounded monthly

§ 11.11.3 The Design-Builder shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.11.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Design-Builder at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

None

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Design-Builder and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Design-Builder and Architect.

§ 13.2 This Agreement is comprised of the following documents:

- .1 AIA Document B143™-2014, Standard Form of Agreement Between the Design-Builder and Architect.
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:


AIA C106 Digital Data Licensing Agreement will be drafted if needed.

- .3 Other documents, as follows:  
(List other documents, if any, forming part of the Agreement.)

Exhibit 1 and 2  
TSP Certificate of Liability Insurance  
2024 TSP Standard Billing Rates

This Agreement entered into as of the day and year first written above.

  
DESIGN-BUILDER (Signature)

  
BRYAN L. KEARNEY | TREASURER  
(Printed name and title)



ARCHITECT (Signature)

Mark Averett, AIA, Principal  
(Printed name and title)

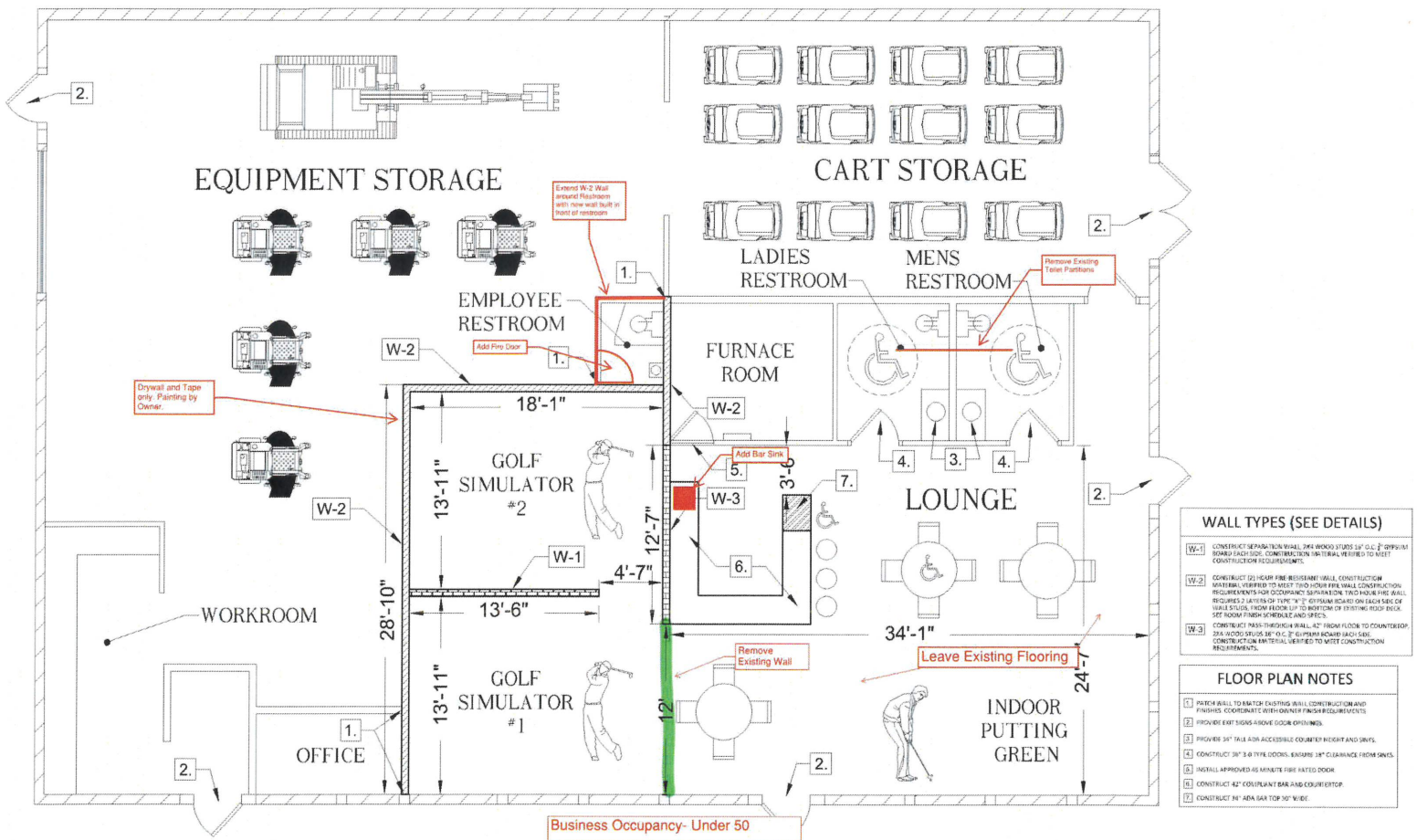
## **Exhibit 1**

### **TASKS AND CONDITIONS**

#### **VAN BERG GOLF COURSE PRO SHOP RENOVATIONS**

1. Design and construct renovations to a golf course pro shop building, complete in place.
2. Layout concept provided by City to be used as basis of design (Exhibit 2).
3. Obtain City Building permit. No fee to the contractor.
4. Limited use of parking lot for staging area. Site and size to be determined by Public Property Director.
5. Demolition of the existing walls and structures as needed.
6. Design and construction must be Americans with Disability Act (ADA) and State Fire Marshall compliant.
7. Two approximately interior dimensioned 13-foot 11-inches by 18-foot 1-inch golf simulator rooms, replacement of two restrooms and one utility room doors to meet ADA and fire ratings, renovation of two bathrooms to meet ADA, constructing fire rated wall renovations, construct bar with countertop, and related work.
8. Golf simulator purchases are not part of this work. However, coordination on placement is part of this work.
9. Complete electrical, mechanical and plumbing for the renovation work is part of this project.
10. Plans and specifications stamped by State of Nebraska Professional Architect and Engineer in good standing.
11. Construction reviews and recommendation of pay applications and revisions by design professional of record.
12. Design to be completed spring 2024 following by bidding and construction in the 2024 construction season.

# EXHIBIT 2



WALL TYPES (SEE DETAILS)	
W-1	CONSTRUCT SEPARATION WALL 2x4 WOOD STUDS @ 16" O.C. 2" GYPHUM BOARD EACH SIDE. CONSTRUCTION MATERIAL VERIFIED TO MEET CONSTRUCTION REQUIREMENTS.
W-2	CONSTRUCT 2x4 HEAR FIRE RESISTANT WALL. CONSTRUCTION MATERIAL VERIFIED TO MEET TWO HOUR FIRE WALL CONSTRUCTION REQUIREMENTS FOR OCCUPANCY SEPARATION. TWO HOUR FIRE WALL REQUIRES 2 LAYERS OF 1/2" 5/8" GYPHUM BOARD ON EACH SIDE OF WALL STUDS. FROM FLOOR UP TO CEILING OR EXISTING ROOF DECK. SEE ROOM FINISH SCHEDULE AND SPECS.
W-3	CONSTRUCT PASS THROUGH WALL 42" FROM FLOOR TO COUNTERTOP. 2x4 WOOD STUDS @ 16" O.C. GYPHUM BOARD EACH SIDE. CONSTRUCTION MATERIAL VERIFIED TO MEET CONSTRUCTION REQUIREMENTS.

FLOOR PLAN NOTES	
1	PATCH WALL TO MATCH EXISTING WALL CONSTRUCTION AND FINISHES. COORDINATE WITH OWNER FINISH REQUIREMENTS.
2	PROVIDE EXIT SIGNS ABOVE EXISTING DOORWAYS.
3	PROVIDE 36" TALL ADA ACCESSIBLE COUNTER HEIGHT AND SEAT.
4	CONSTRUCT 36" 3/4" TYP. DOORS. ENSURE 18" CLEARANCE FROM SWEL.
5	INSTALL APPROVED AS MANTLE FIRE RATED DOOR.
6	CONSTRUCT 42" COUNTERTOP BAR AND COUNTERTOP.
7	CONSTRUCT 36" ADA BAR TOP 36" WIDE.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 300 N. Cherapa PL Sioux Falls SD 57103	<b>CONTACT NAME:</b> D'one Hanisch, CISR Elite, CCIP	
	<b>PHONE (A/C, No., Ext):</b> 605-339-3874	<b>FAX (A/C, No.):</b> 605-339-3620
<b>E-MAIL ADDRESS:</b> d.hanisch@marshmma.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> First Dakota Indemnity		10351
<b>INSURER B :</b> Continental Insurance Company		35289
<b>INSURER C :</b> Continental Casualty Company		20443
<b>INSURER D :</b> American Casualty Company of Reading PA		20427
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 232829693

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			2067044182	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			2067044196	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Medical Payments	\$ 5,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$			2076230375	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			WC02000251572023A	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Professional Liability Claims-Made Basis			AEH254080534	10/1/2023	10/1/2024	Limit Per Claim Annual Aggregate Deductible	2,000,000 2,000,000 125,000

 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Proof of Insurance
**CERTIFICATE HOLDER****CANCELLATION**

To Whom It May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## 2024 TSP Standard Billing Rates

<u>Professional Labor Category</u>	<u>Rate</u>
Principal	\$240.00
Project Manager	\$190.00
Architectural Services – Experience Level IV	\$215.00
Architectural Services – Experience Level III	\$185.00
Architectural Services – Experience Level II	\$145.00
Architectural Services – Experience Level I	\$110.00
Mechanical Engineering Services – Experience Level IV	\$215.00
Mechanical Engineering Services – Experience Level III	\$185.00
Mechanical Engineering Services – Experience Level II	\$145.00
Mechanical Engineering Services – Experience Level I	\$120.00
Electrical Engineering Services – Experience Level IV	\$215.00
Electrical Engineering Services – Experience Level III	\$185.00
Electrical Engineering Services – Experience Level II	\$145.00
Electrical Engineering Services – Experience Level I	\$120.00
Structural Engineering Services – Experience Level IV	\$215.00
Structural Engineering Services – Experience Level III	\$185.00
Structural Engineering Services – Experience Level II	\$145.00
Structural Engineering Services – Experience Level I	\$120.00
Intern	\$ 55.00
Estimator	\$165.00
Project Administrative	\$130.00
Clerical	\$ 65.00

*The above rates shall be adjusted in accordance with TSP's annual review practices.*

14.C. Resolution No. R24-68 authorizing conveyance of Vitality Village property to the Community Development Agency in accordance with the Redevelopment Plan for the 8th Street Residential Subdivision Redevelopment Project.

## RESOLUTION NO. R24-68

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED IN THE CITY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY FOR REDEVELOPMENT PURPOSES, IN ACCORDANCE WITH THE REDEVELOPMENT PLAN FOR THE 8TH STREET RESIDENTIAL SUBDIVISION REDEVELOPMENT PROJECT.

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

WHEREAS, the Mayor and City Council of the City, via Resolution No. R24-17, approved and adopted a redevelopment plan, entitled "The Redevelopment Plan for the 8th Street Residential Subdivision Redevelopment Project" (the "Plan"), setting forth a redevelopment project (the "Project") within the community redevelopment area in the City referred to as the "Southwest Area" (hereinafter, the "Redevelopment Area"); and

WHEREAS, the Plan, among other things, contemplates and authorizes the City's acquisition of certain land within the Redevelopment Area to construct the Project (the "Project Site"); and

WHEREAS, the Plan further contemplates and authorizes the City's transfer and conveyance of the Project Site to the Agency; and

WHEREAS, following approval and adoption of the Plan, the City purchased the Project Site; and

WHEREAS, in accordance with the foregoing, the City wish to transfer and convey to the Agency, and the Agency wishes to accept, fee title to the Project Site, for the purpose of facilitating the development of the Project, all in conformance with the Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City, in such capacity and as the governing body of the Agency, that conveyance of the Project Site from the City to the Agency, in accordance with the terms of the Plan, is hereby authorized and approved. The Mayor (in such capacity and/or as chairperson of the Agency) is hereby authorized to execute any and all documents, instruments, agreements or certifications relating to such matters, and to take any and all actions as he deems necessary or appropriate to implement the foregoing resolutions, and/or as are required in connection with conveyance of the Project Site to the Agency. The execution and delivery by the Mayor of any such documents, instruments, agreements or

certifications relating to such matters shall conclusively establish his authority with respect thereto and the authorization and approval thereof.

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:



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

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**