

City Council Regular Meeting  
Monday, August 5, 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**

## **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.

## 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; applicability of section.**

(1) Until January 1, 2025:

(a) Except as provided in subsection (10) of this section, 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 or the governing body of a rural or suburban fire protection district, 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, village, or district. 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.

(iv) In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the public body shall (A) post such notice on its website, if available, and (B) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(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) Beginning January 1, 2025:

(a) Except as provided in subsection (10) of this section, 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 (2)(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 committees, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.

(ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;

(B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

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

(iii) In the case of a public body not described in subdivision (2)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public

body shall (A) post such notice on its website, if available, (B) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(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 subsections (1) and (2) 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, subsection (1) of section 70-1014, subsection (2) of section 70-1014.02, 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 (A) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (B) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee 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.

(4) 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.

(5) 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.

(6) 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 (5) 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.

(7) 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.

(8)(a) Notwithstanding subsections (3) and (6) 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 subsections (1) and (2) 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 (5) 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.

(9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(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 (3)(b)(i) and (ii) of this section.

(10) This section does not apply to a meeting of the Nebraska Power Review Board or a public power district, a public power and irrigation district, an electric membership association, an electric cooperative company, a municipality having a generation and distribution system, or a registered group of municipalities if such meeting is subject to section 70-1034.

**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; Laws 2024, LB287, § 74; Laws 2024, LB399, § 4; Laws 2024, LB1370, § 8.

**Note:** The Revisor of Statutes has pursuant to section 49-769 correlated LB287, section 74, with LB399, section 4, and LB1370, section 8, to reflect all amendments.

**Note:** Changes made by LB287 became operative April 17, 2024. Changes made by LB399 became effective July 19, 2024. Changes made by LB1370 became operative July 19, 2024.

## Cross References

- **Emergency Management Act**, see section 81-829.36.
- **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.
- **Opioid Prevention and Treatment Act**, see section 71-2485.

## 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. Except for closed sessions called pursuant to section 84-1410, a public body shall allow members of the public an opportunity to speak at each meeting.

(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.

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

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

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

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

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

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

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

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

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

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

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

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

**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; Laws 2024, LB43, § 21.

**Operative Date: July 19, 2024**

## 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.

## Annotations

- Under prior law, 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).

**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 July 15, 2024, City Council meeting.

PROCEEDINGS OF CITY COUNCIL  
July 15, 2024

A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on July 15, 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 June 29, 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, Hope Freshour, Troy Hiemer, Rich Jablonski, Kat Lopez, and Ron Schilling. Council Member Prent Roth was absent and excused. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Engineer Rick Bogus, Police Chief Charles Sherer, Finance Director Heather Lindsley, Public Works Director Chuck Sliva, Planning and Economic Development Coordinator Jean Van Iperen, Communications Manager Matt Lindberg, and Assistant City Clerk Linda Nickeson.
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 Bahr. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Schilling voted "Aye" and none voted "Nay". Roth was absent.
  - 4.A.      **Minutes of July 1, 2024, City Council meeting.**
  - 4.B.      **Minutes of July 1, 2024, Community Development Agency meeting.**
  - 4.C.      **Resolution No. R24-80 authorizing payment of various improvement projects.** Resolution No. R24-80 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING

DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: BOYD JONES CONSTRUCTION CO., COMMUNITY BUILDING, \$67,863.51; GEHRING CONSTRUCTION AND READY MIX CO., INC., VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT, \$130,717.80; GEHRING CONSTRUCTION AND READY MIX CO., INC., STORM DRAINAGE AND CONCRETE IMPROVEMENTS 2024, \$11,848.50.

**4.D. Finance department report.**

**4.E. 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; 7/19/24 payroll \$913,461.75; 120Water 5,250.00 S; A to Z Msg 130.00 S; Ace Hdwr 601.23 S; Adv Auto 263.21 S; Alpha Med 1,050.00 S; Amer Lg Pub 10.00 S; Aqua-Chem 9,342.84 S; Aqua-Pure 11,321.28 S; K Armstrong 96.38 R; Arnlid Mtr 194.37 S; Auxiant 45,902.99 I; Barcel Mill 949.80 S; B-D Const 12,096.00 S; Behlen Tw 1,650.00 S; Bergankdv 25,000.00 S; Blk Hills 2,358.50 S; Boyd Jones 67,863.51 C; Carlina Sftwr 600.00 S; CBS Rprtng 9.70 S; Cent Comm Coll 120.00 T; Cent Lnk 930.00 S; Chestrmn Co 5,298.25 S; City of Col 9,376.04 S; R Club Prophet 500.00 S; Col Bsbl Assn 11,099.00 S; Col Crd Srv 278.14 S; Col Fam Resr 10,937.84 S; Col Jazz Orch 350.00 S; Col Mus 2,600.00 S; Col Tire & Svr 25.00 S; R Comte 800.00 S; Conner Psych Srv 260.00 S; Core & Main 42,886.11 S; Cnhskr Marr Hotel 498.50 S; Cnhskr Pub Pwr 910.98 S; Culligan 140.50 S; Daniels Prod 6,710.24 S; Danko 3,810.00 S; D Dunbar 31,168.90 P; Eakes 195.38 S; Elect Engr 701.26 S; First Interst Bnk 50.00 S; First Natl Bnk 22,182.83 S; Frontier 2,011.36 S; Galls 316.37 S; Gehring Cnstr 147,094.48 CP; Gen Stfy Frd 164.63 S; Gnrl Fire & Sfty 210.00 S; Grhld Cncrt 212.47 S; Golfnow 191.22 S; Grant Prof Assn 150.00 M; Great Plns Bldg Sup 39.04 S; Great Plns Comm 1,617.07 S; Great Plns Unfrm 14,648.00 S; Hach Co 683.55 S; Hadley-Braithwait 649.05 S; Hawkins 6,442.74 S; Hrtlnd Nat Gas 2,969.18 S; Hrtlnd Office Clnrs 500.00 S; MD Howerter 1,271.00 S; Hyvee 51.29 S; Image Tech 1,379.91 S; Jackson Srv 1,881.55 S; JEO 9,683.75 S; John Deere 20.37 S; Kelly Sup 63.51 S; Kiesler Pol Sup 658.70 S; Labor Rltns Info 175.00 S; Lnguge Ln Srv 452.77 S; Lncln Jrnl Str 1,146.98 S; Lncln Wnwtr Wrks 1,527.25 S; Loup Pwr 129,367.96 S; Lynn Pvy 208.85 S; MacQueen Equip 38.05 S; Mahaska 203.40 S; Mnrds 1,897.52 S; Md-Amer Rsrch Chem 470.00 S; Mdwst Coatng 3,313.80 S; Mdwst Lab 1,365.27 S; Mdwst Mchn & Tool 480.00 S; Mdwst Petrln Equip 3,089.38 S; Mdwst Tape 1,074.63 S; Mdwst Turf & Irr 291.58 S; Mike's Twng 1,200.00 S; Moms & Mops 160.00 S; Mtn Ind 906.74 S; MRES Lgcy 23 Hldg 95,836.29 B; Mueller Sprnkls 243.98 S; NE Law Enf 19.50 S; NE NE Solid Wste 66,788.65 S; Novicki Fire Prvntn 65.00 S; NWEA 675.00 T; Occ Hlth Srv 3,957.00 S; OCLC 13,753.30 S; Olson's Pest 558.00 S; One Call Cncpts 504.74 S; One Srce 141.50 S; O'Reilly 223.67 S; Ppr Tigr 35.00 S; E Paprocki 50.00 E; PC Atty 4,062.00 S; Port-A-Johns 450.00 S; Pwr Tech 3,307.03 S;

Prestox 128.02 S; Pblc Cnsltng Grp 35,000.00 CP; Quick Med Clms 5,702.39 S; Reardon Lwn & Grdn 97.91 S; Sapp Bros 42,753.26 S; Schemmer Asso 8,887.96 S; Srvmsr by Shevlin 13,315.00 S; Sherwin Wllms 434.60 S; Shevlin Sup 893.80 S; Shirts Are Us 405.00 S; Sipple, Hansen, Emerson 7,166.90 S; Sirius Cmptr Sol 27,450.00 S; SE Libry Syst 180.00 S; Stan Hstn Equip 8.19 S; Stanard & Assoc 327.50 S; St Fire Mrshl Trng 300.00 T; St of NE Rev 56,346.77 P; Stericycle 759.88 S; S Lloyd Rntl 15.84 R; Spr Svr 49.11 S; Sysco Lncln 24,798.12 S; T Tarnick 2,000.00 S; Telecomm 1,970.67 S; The Brkn Mug 44.85 S; The Golf Shop 3,686.90 S; The Spyglass Grp 6,972.60 S; Tire Outlet 1,983.78 S; Too Fast Sup 5.44 S; Trctr Sup 44.99 S; Trck Ctr 2,254.27 S; True Ag & Trf 220.56 S; Turwerks 341.35 S; Twin Rvr Vet 187.00 S; USA Blue Bk 70.55 S; USDA APHIS 3,793.17 S; Van Diest Htg 632.00 S; C Van Dyke 146.50 S; Van Wall Equip 264.09 S; Vander Haags 599.00; Vrzn Wrks 2,633.13 S; C Wagner 32.00 S; D Waite 2,500.00 S; Waste Conn 561.50 S; Weedcope 2,636.00 S; Wlnes Prtnrs 10.00 S; Window Mdcs 2,300.00 S. TOTAL \$2,041,840.21.

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

6. **SPECIAL PRESENTATIONS:** None

7. **PUBLIC HEARINGS:**

7.A. **Public hearing - Application from Husky Food #1 LLC dba Husker Pantry for retail Class D liquor license located at 2322 23 Street and Rashad Khan as manager.** No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Lopez. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Schilling voted "Aye" and none voted "Nay". Roth was absent. A recommendation was made to the Nebraska Liquor Commission to approve the application of Husky Food #1 LLC for a retail Class D liquor license and Rashad Khan as manager with a motion by Bahr and second by Lopez. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

7.B. **Public hearing - Application from Husky Food #2 LLC dba Puff N Snuff for retail Class D liquor license located at 915 23 Street, Suite 600 and Rashad Khan as manager.** No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Hiemer. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Schilling voted "Aye" and none voted "Nay". Roth was absent. A recommendation was made to the Nebraska Liquor Commission to approve the application of Husky Food #2 LLC for a retail Class D liquor license and Rashad Khan as manager with a motion by Bahr and second by Alarcòn. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

7.C. **(Not a public hearing) - Application from Granville Custom Homes, Inc. for preliminary plat of Farm View Third Subdivision (16th Avenue and 31st Street). (Planning Commission recommends approval.)** In response to Jack Young, 1548 31 Street, Bogus explained that a 15-foot drainage

easement similar to that in Farm View 2nd Subdivision will allow proper drainage of the backyards and part of 31st Street by flowing east to west into the ditch and then into the storm sewer at 18th Avenue. Steven Ramaekers, president of Granville Custom Homes, pointed out that storm sewers are essentially designed as a holding bin for excess water that will flow back out once the passage ways open up. He confirmed the property is zoned R-2 and will remain as such and that maintenance of the ditch will ultimately be the responsibility of the homeowners' association. The preliminary plat of Farm View Third Subdivision was approved with a motion by Lopez and a second by Freshour. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

**7.D. Public hearing - Application from Granville Custom Homes, Inc. for final plat and development agreement of Farm View Third Subdivision (16th Avenue and 31st Street). (Planning Commission recommends approval.)**

Steven Ramaekers was available to answer questions. No public testimony was heard. The public hearing closed with a motion by Hiemer and a second by Freshour. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

**7.D.1. Resolution No. R24-81 approving final plat and development agreement.**

Resolution No. R24-81 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO LOTS 1, 2, 3, 4, 5, 6, AND 7, BLOCK B, LOT 3, BLOCK C, AND ALL OF THE RIGHT-OF-WAY OF 32ND STREET, LOCATED IN FARM VIEW SECOND SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK B, FARM VIEW ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N 01°33'12" W ON THE EAST RIGHT-OF-WAY LINE OF 16TH AVENUE AS PLATTED ON FARM VIEW SECOND SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, 319.60 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK B OF SAID FARM VIEW SECOND ADDITION; THENCE N 88°26'49" E ON THE NORTH LINE OF SAID LOT 1, 142.67 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE N 23°15'18" W ON THE WEST LINE OF LOTS 6 AND 7, BLOCK B OF SAID FARM VIEW SECOND SUBDIVISION, 82.76 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE N 58°04'46" E ON THE NORTH LINE OF SAID FARM VIEW SECOND SUBDIVISION, 113.63 FEET TO THE NORTHEAST CORNER OF LOT 7, BLOCK B OF SAID FARM VIEW SECOND SUBDIVISION; THENCE S 31°55'14" E ON THE WEST RIGHT-OF-WAY LINE OF ADELE DRIVE, 521.58 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK C OF SAID FARM VIEW SECOND SUBDIVISION; THENCE S 87°58'14" W ON THE SOUTH LINE OF SAID FARM VIEW SECOND SUBDIVISION, 473.80 FEET TO THE POINT OF BEGINNING, CONTAINING 3.12 ACRES MORE OR LESS HEREAFTER TO BE KNOWN AS FARM VIEW THIRD SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING THE PLAT THEREOF, AND

APPROVING AND ACCEPTING THE FARM VIEW THIRD SUBDIVISION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND GRANVILLE CUSTOM HOMES, INC., A NEBRASKA CORPORATION, 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 Lopez and a second by Alarcòn. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Schilling voted "Aye" and none voted "Nay". Roth 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 the 18th Avenue intersection is now open, 23rd Avenue intersection is closed, and discussions are taking place with the property owner of the northeast corner of 18th Avenue to extend the westbound right turn lane. He also stated that paving reinforcements in segment two are expected to be completed within the next two weeks.
10. **REPORTS OF COUNCIL COMMITTEES:**
  - 10.A. **PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE – July, 8, 2024.**
    - 10.A.1. **Request from Granville Custom Homes, Inc. to vacate 32nd Street right-of-way and three utility and drainage easements in Farm View 2nd Subdivision as they are in conflict with Farm View 3rd Subdivision platting (east of 16th Avenue and 32nd Street).** Bogus verified this vacation is necessary in order to move forward with Farm View Third Subdivision. The report was adopted with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Schilling voted "Aye" and none voted "Nay". Roth was absent.
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
  - 13.A. **Appointment of Anthony Wielgus as police officer.** The mayor's appointment of Anthony Wielgus as police officer was ratified with a motion by Bahr and a second by Alarcòn. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Schilling voted "Aye" and none voted "Nay". Roth was absent. Wielgus thanked the mayor and council and stated that, although he is not

native to Nebraska, he has been a Columbus resident since 1994 where he has raised his family and is excited to serve the community.

**13.B. Application from Union Bank and Trust for preliminary plat of Union Bank and Trust Subdivision (southwest corner 23rd Street and 16th Avenue). (Planning Commission recommends approval).** The preliminary plat of Union Bank and Trust Subdivision was approved with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

**13.C. Comments from mayor and city council members.** Bulkley referred to a letter received and signed by 12 citizens urging the mayor and city council to maintain all quality-of-life policing methods. He confirmed that the city takes this issue very seriously and has no intention of changing the policing methods currently in place and enforced.

**14. RESOLUTIONS:**

**14.A. Resolution No. R24-82 awarding Community Development Block Grant funds to Scott Mueller and Jordan Mueller for downtown revitalization.** Resolution No. R24-82 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AWARD OF COMMUNITY DEVELOPMENT BLOCK GRANT NO 19-DTR-101 and 23-DTR-003 TO SCOTT MUELLER AND JORDAN MUELLER AS RECOMMENDED BY THE BUSINESS IMPROVEMENT BOARD, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY was adopted with a motion by Freshour and a second by Lopez. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

**15. ORDINANCES ON FIRST READING:**

**15.A. Ordinance No. 24-17 vacating 32nd Street right-of-way and three utility and drainage easements in Farm View 2nd Subdivision.** The rules were suspended and Ordinance No. 24-17 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO VACATE THE 32ND STREET RIGHT OF WAY AND CERTAIN EASEMENTS IN LOTS 1,2,3,4,5,6 & 7 IN BLOCK B, AND IN LOT 3 IN BLOCK C FARM VIEW SECOND SUBDIVISION, COLUMBUS, PLATTE COUNTY, NEBRASKA was read by number only with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Schilling voted "Aye" and none voted "Nay". Roth was absent. Ordinance No. 24-17 was adopted with a motion by Bahr and a second by Alarcòn. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

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

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

PROCEEDINGS OF CITY COUNCIL

July 15, 2024

Page 7

18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda.
19. **UNFINISHED BUSINESS:** None
20. **ADJOURNMENT:** The meeting adjourned at 6:31 p.m.

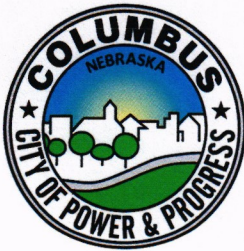
Presented and approved this 5th day of August 2024.

OFFICE OF THE CITY CLERK

: Shuraya Choat

4.B. Change date of first meeting in September 2024 to 6 p.m., Tuesday, September 3, 2024, due to Labor Day holiday.

4.C. Reappointment of Ray Hajek and Larry Mares to the Board of Appeals for three-year term.



City Hall  
2500 14<sup>th</sup> St. Suite 3  
Columbus, NE 68601  
402-562-4232  
columbusne.us

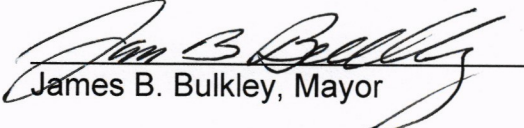
## MEMORANDUM

**DATE:** July 24, 2024  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Reappointment

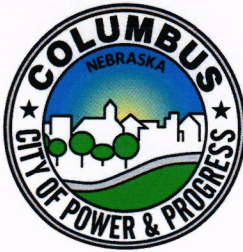
With your permission, I wish to submit the following name to you for reappointment at the August 5, 2024, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

### **BOARD OF APPEALS: (Three-Year Term)**

Ray Hajek  
Larry Mares

  
James B. Bulkley, Mayor

4.D. Reappointment of Chuck Whitney as delegate to the Nebraska Cooperative Government Commission for one-year term.



City Hall  
2500 14<sup>th</sup> St. Suite 3  
Columbus, NE 68601  
402-562-4232  
columbusne.us

## MEMORANDUM

**DATE:** July 18, 2024  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Reappointment

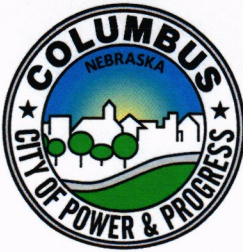
With your permission, I wish to submit the following name to you for reappointment at the August 5, 2024, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

**NEBRASKA COOPERATIVE GOVERNMENT COMMISSION: One-Year Term as Delegate to the NCGC Annual Meeting from the City of Columbus**

Chuck Whitney

  
James B. Bulkley, Mayor

4.E. Reappointment of Adam Urkoski and Ron Schilling (Council of Officials) and Charlie Bahr (Board of Directors) to the Northeast Nebraska Economic Development District for one-year term.



City Hall  
2500 14<sup>th</sup> St. Suite 3  
Columbus, NE 68601  
402-562-4232  
columbusne.us

## MEMORANDUM

DATE: July 18, 2024  
TO: City Council Members  
FROM: James B. Bulkley, Mayor  
SUBJECT: Reappointment

With your permission, I wish to submit the following names to you for reappointment at the August 5, 2024 City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for reappointments.

### **NENEDD COUNCIL OF OFFICIALS (Citizen-at-Large – One Year Term)**

Adam Urkoski

### **NENEDD COUNCIL OF OFFICIALS (Elected Official – One Year Term)**

Ron Schilling

### **NENEDD BOARD OF DIRECTORS (One Year Term)**

Charlie Bahr

  
James B. Bulkley, Mayor

4.F. Resolution No. R24-83 continuing Columbus/Platte County Enhanced 911 service surcharge of \$1 per month on each local exchange access line physically terminating in the 911 service area.

DRAFT

**RESOLUTION NO. R24-83**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CONTINUING THE ENHANCED 911 SERVICE SURCHARGE FOR THE COLUMBUS/PLATTE COUNTY ENHANCED 911 SYSTEM OF \$1.00 PER MONTH ON EACH LOCAL EXCHANGE ACCESS LINE PHYSICALLY TERMINATING IN THE CITY OF COLUMBUS, NEBRASKA, 911 SERVICE AREA.

WHEREAS, the City of Columbus, Nebraska, has determined that it would be in the best interest of public safety to promote the health, safety, and general welfare of citizens by providing emergency 911 telephone communications system for the territory consisting of the telephone exchange boundaries terminating at the Columbus/Platte County, Nebraska, public safety answering point, having telephone prefixes of 562, 563, 564, 897, 993, 923, 487, 428, 447, 246, 678, 285, 495 and any additional prefixes that may be introduced in the Columbus/Platte County service area.

WHEREAS, it would be in the best interests of those residents residing within the telephone exchange boundary as set forth above to have said emergency 911 telephone communications system available to them.

NOW, THEREFORE, BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, pursuant to the Nebraska Emergency Telephone Communications Systems Act, Neb. Rev. Stat. §86-420 et.seq. (2006), as the same may from time to time be amended, that the supplier of telephone services within the City of Columbus, Columbus' designated E-911 Service Area having a telephone prefix of 562, 563, 564, 897, 993, 923, 487, 428, 447, 246, 678, 285, 495 or any additional prefixes that may be introduced in the Columbus/Platte County service area as an Enhanced (E-911) Emergency telephone service supplier, be notified by the city administrator to impose an E-911 Service surcharge on each local exchange access line, including any local exchange access line activated subsequent hereto, which physically terminates within the City of Columbus' designated E-911 service area having a telephone prefix of 562, 563, 564, 897, 993, 923, 487, 428, 447, 246, 678, 285, 495 and any additional prefixes that may be introduced in the Columbus/Platte County service area in the amount of \$1.00 per month and continuing at the rate of \$1.00 per month until any changes otherwise requested by the city administrator and E-911 Technical Committee is approved by the mayor and council of the City of Columbus, Nebraska.

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

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

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

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY



Finance Department  
(402) 562-4229  
Email: [finance@columbusne.us](mailto:finance@columbusne.us)  
[www.columbusne.us](http://www.columbusne.us)

MEMORANDUM

DATE: August 05, 2024

TO: Tara Vasicek, City Administrator

FROM: Heather Lindsley, Finance Director

SUBJECT: E-911 Telephone Surcharge Resolution

RECOMMENDATION: Staff recommends that the Resolution continuing the \$1.00 per line E-911 Surcharge for Columbus/Platte County System be adopted.

DISCUSSION: This is a housekeeping measure required by Nebraska State Statutes. The rate needs to be confirmed annually, each year. There is no change in the rate.

FISCAL IMPACT: This fee supports the provision of E-911 service to Columbus and Platte County per the interlocal agreement.

ALTERNATIVES: None practical at this time.

CONCURRENCE:

SIGNATURE:

DEPARTMENT HEAD: *Heather Lindsley*

CITY ADMINISTRATOR APPROVAL: *Tara Vasicek*



4.G. Resolution No. R24-84 authorizing payment of various improvement projects.

DRAFT

**RESOLUTION NO. R24-84**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: GEHRING CONSTRUCTION AND READY MIX CO., INC., VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT, \$139,230.00.

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

Gehring Construction & Ready Mix Co., Inc.	Vitality Village Subdivision and Community Building South Parking Lot	\$139,230.00
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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.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY



## Contractor's Application and Certificate of Payment

100-100-57200-24029 - 111,384.00  
 500-500-57200-24029 - 13,923.00  
 520-520-57200-24029 - 13,923.00

Contractor's Application for Payment No: <span style="float: right;">3</span>	
Application Period: (From - to) <span style="float: right;">7/2/24 to 7/23/24</span>	
To: City of Columbus (Owner)	From (Contractor): GEHRING CONSTRUCTION & READY MIX CO., INC.
Contractor's Project No.:	
Project Name: VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT	Via ( Consulting Engineer / Architect): City of Columbus
Fiscal Year Budget Number: SEE PROJECT SECTIONS	

### Application For Payment

#### Field Order and Change Order Summary

Field (FO#) and Change Orders (CO#) Approved:		
Number	Additions	Deductions
FO3	\$ 3,850.00	
TOTALS	\$ 3,850.00	\$ -
NET CHANGE	\$ 3,850.00	

1. ORIGINAL CONTRACT PRICE.....	\$ 2,119,661.00
2. Net change by Field Order and Change Orders.....	\$ 3,850.00
3. Current Contract Price (Line 1 ± 2).....	\$ 2,123,511.00
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$ 394,827.00
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$ 39,482.70
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$ 355,344.30
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 216,114.30
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$ 139,230.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$ 1,768,166.70

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

Contractor's Certification	
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	
Contractor: Gehring Construction & Ready Mix Co., Inc.	
By: <i>Stephen Anderson</i>	Date: <i>7-22-24</i>
Printed/Typed Name: Stephen Anderson	

Payment of:		(Line 8 or other - attach explanation of the other amount)
is recommended by:		
Payment of:	\$ 139,230.00	(Date)
is approved by:	<i>Richard J. Bogue</i>	7-24-2024
Approved by:	(City Engineer)	(Date)
	Funding Agency (if applicable)	(Date)

# APPLICATION AND CERTIFICATE FOR PAYMENT

Containing Contractor's signed Certification is attached

Project Name: VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT				Contractor's Pay Application: 3							
Application Period: (From - To) 7/2/24 to 7/23/24											
A Item			B	C	D	E	F	G	H		I
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
<b>PROJECT A: SECTION 1: VITALITY VILLAGE SUBDIVISION PAVING &amp; STORMSEWER (CIPS 100-100-57200-24029, TRAIL 100-150-57200-23046, 200-200-57300-20071)</b>											
1	Mobilization	JOB	1	\$ 40,000.00	\$ 40,000.00	0.05	\$ 2,000.00		\$ 2,000.00	5	\$ 38,000.00
2	Traffic and Pedestrian Control	JOB	1	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	0	\$ 2,500.00
3	Remove Paving - Including Sawing	SY	675	\$ 15.00	\$ 10,125.00		\$ -		\$ -	0	\$ 10,125.00
4	Remove Inlet	EA	2	\$ 800.00	\$ 1,600.00		\$ -		\$ -	0	\$ 1,600.00
5	Clearing and Grubbing	JOB	1	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00		\$ 25,000.00	100	\$ -
6	Remove Trees 12" to 24" Diameter	EA	103	\$ 275.00	\$ 28,325.00	93	\$ 25,575.00		\$ 25,575.00	90	\$ 2,750.00
7	Remove Trees 24" Diameter and Greater	EA	92	\$ 475.00	\$ 43,700.00	83	\$ 39,425.00		\$ 39,425.00	90	\$ 4,275.00
8	Demolition of Structures & Remove Foundations	JOB	1	\$ 45,000.00	\$ 45,000.00	1	\$ 45,000.00		\$ 45,000.00	100	\$ -
9	9" P.C. Concrete NDOT Type 47B-3500	SY	265	\$ 70.00	\$ 18,550.00		\$ -		\$ -	0	\$ 18,550.00
10	7" P.C. Concrete NDOT Type 47B-3500	SY	8,840	\$ 54.00	\$ 477,360.00		\$ -		\$ -	0	\$ 477,360.00
11	6" P.C. Concrete Trail NDOT Type 47B-3500	SY	2,209	\$ 54.00	\$ 119,286.00		\$ -		\$ -	0	\$ 119,286.00
12	6" P.C. Concrete Stamped and Colored NDOT Type 47B-3500	SY	210	\$ 100.00	\$ 21,000.00		\$ -		\$ -	0	\$ 21,000.00
13	4" P.C. Concrete Sidewalk NDOT Type 47B-3500	SY	123	\$ 65.00	\$ 7,995.00		\$ -		\$ -	0	\$ 7,995.00
14	Construct 1.5' Concrete Header	LF	66	\$ 15.00	\$ 990.00		\$ -		\$ -	0	\$ 990.00
15	ADA Handicap Ramp Retractable Warning Panel	SF	260	\$ 40.00	\$ 10,400.00		\$ -		\$ -	0	\$ 10,400.00
16	Stop Sign on Telespar Posts	EA	2	\$ 275.00	\$ 550.00		\$ -		\$ -	0	\$ 550.00
17	Remove & Reset Sign	EA	1	\$ 500.00	\$ 500.00		\$ -		\$ -	0	\$ 500.00
18	Earthwork, Excavation, and Embankment	JOB	1	\$ 75,000.00	\$ 75,000.00	0.10	\$ 7,500.00		\$ 7,500.00	10	\$ 67,500.00
19	Final Grading, Backfills, and Shaping	JOB	1	\$ 40,000.00	\$ 40,000.00		\$ -		\$ -	0	\$ 40,000.00
20	Seeding Drilling	Acres	11	\$ 3,300.00	\$ 35,640.00		\$ -		\$ -	0	\$ 35,640.00
21	Sodding	SF	500	\$ 2.00	\$ 1,000.00		\$ -		\$ -	0	\$ 1,000.00
22	Hydroseeding	Acres	0.30	\$ 6,850.00	\$ 2,055.00		\$ -		\$ -	0	\$ 2,055.00
23	Erosion Control Matting	SF	13,800	\$ 1.52	\$ 20,976.00		\$ -		\$ -	0	\$ 20,976.00
24	Install, Maintain, Remove Silt Fence	LF	4,630	\$ 3.00	\$ 13,890.00		\$ -		\$ -	0	\$ 13,890.00
25	Maintain NPDES, SWPPP, and All BMP's	JOB	1	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0	\$ 1,500.00
26	Install, Maintain, Remove, Straw Waddle, Around Area	EA	22	\$ 250.00	\$ 5,500.00		\$ -		\$ -	0	\$ 5,500.00
27	Install, Maintain, Remove Inlet, Protection Around Open Throat Inlets	EA	12	\$ 250.00	\$ 3,000.00		\$ -		\$ -	0	\$ 3,000.00
28	Install, Maintain, Remove, Construction Entrance	JOB	1	\$ 7,500.00	\$ 7,500.00	0.70	\$ 5,250.00		\$ 5,250.00	70	\$ 2,250.00
29	Storm Sewer Junction Box	EA	1	\$ 4,725.00	\$ 4,725.00		\$ -		\$ -	0	\$ 4,725.00
30	6' Open Throat Inlet	EA	10	\$ 4,935.00	\$ 49,350.00		\$ -		\$ -	0	\$ 49,350.00
31	Drive Over Grate Inlet	EA	2	\$ 4,620.00	\$ 9,240.00		\$ -		\$ -	0	\$ 9,240.00

A			B	C	D	E	F	G	H		I
Item			Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
Bid Item No.	Description	Unit of Measure									
32	Area Inlet	EA	22	\$ 3,833.00	\$ 84,326.00		\$ -		\$ -	0	\$ 84,326.00
33	18" Flared End Section	EA	1	\$ 788.00	\$ 788.00		\$ -		\$ -	0	\$ 788.00
34	15" Flared End Section	EA	2	\$ 630.00	\$ 1,260.00		\$ -		\$ -	0	\$ 1,260.00
35	18" RCP Class III Storm Sewer Pipe	LF	39	\$ 53.00	\$ 2,067.00		\$ -		\$ -	0	\$ 2,067.00
36	18" HDPE Storm Sewer Pipe with Sand Bedding	LF	152	\$ 45.00	\$ 6,840.00		\$ -		\$ -	0	\$ 6,840.00
37	15" RCP Class III Storm Sewer Pipe	LF	740	\$ 46.00	\$ 34,040.00		\$ -		\$ -	0	\$ 34,040.00
38	15" HDPE Storm Sewer Pipe with Sand Bedding	LF	645	\$ 39.00	\$ 25,155.00		\$ -		\$ -	0	\$ 25,155.00
39	12" HDPE Storm Sewer Pipe with Sand Bedding	LF	311	\$ 36.00	\$ 11,196.00		\$ -		\$ -	0	\$ 11,196.00
40	10" PVC Schedule 40 Storm Sewer Pipe	LF	1,832	\$ 38.00	\$ 69,616.00		\$ -		\$ -	0	\$ 69,616.00
41	Over excavation and Crushed Concrete	TON	500	\$ 75.00	\$ 37,500.00		\$ -		\$ -	0	\$ 37,500.00
42	French Drain in STF	EA	3	\$ 3,045.00	\$ 9,135.00		\$ -		\$ -	0	\$ 9,135.00
FO3.3	Remove Fencing, Dispose of wire, etc.	LS	1	\$ 3,850.00	\$ 3,850.00	1	\$ 3,850.00		\$ 3,850.00	100	\$ -
<b>PROJECT A: SECTION 1: TOTAL (ITEMS 1 - 42)</b>					<b>\$ 1,408,030.00</b>		<b>\$ 153,600.00</b>		<b>\$ 153,600.00</b>		<b>\$ 1,254,430.00</b>
<b>PROJECT A: SECTION 2: SANITARY SEWER (CIP 500-500-57200-24029)</b>											
1	Sanitary Sewer Manhole	VF	66	\$ 510.00	\$ 33,660.00		\$ -		\$ -	0	\$ 33,660.00
2	Connect to Existing Manhole	EA	2	\$ 945.00	\$ 1,890.00		\$ -		\$ -	0	\$ 1,890.00
3	8" PVC SDR 26 Sanitary Sewer Main	LF	1,971	\$ 36.00	\$ 70,956.00		\$ -		\$ -	0	\$ 70,956.00
4	8" PVC Restrained Joint Sewer Main	LF	90	\$ 69.00	\$ 6,210.00		\$ -		\$ -	0	\$ 6,210.00
5	6" PVC Schedule 40 Sanitary Sewer Service Line With Plug and Post Marker	LF	265	\$ 28.00	\$ 7,420.00		\$ -		\$ -	0	\$ 7,420.00
6	4" PVC Schedule 40 Sanitary Sewer Service Line With Plug and Post Marker	LF	813	\$ 26.00	\$ 21,138.00		\$ -		\$ -	0	\$ 21,138.00
7	8" x 4" Sanitary Sewer Service Wye with Bend	EA	22	\$ 263.00	\$ 5,786.00		\$ -		\$ -	0	\$ 5,786.00
8	8" x 6" Sanitary Sewer Service Wye with Bend	EA	6	\$ 342.00	\$ 2,052.00		\$ -		\$ -	0	\$ 2,052.00
9	8" Plug	EA	1	\$ 158.00	\$ 158.00		\$ -		\$ -	0	\$ 158.00
10	Testing	JOB	1	\$ 1,260.00	\$ 1,260.00		\$ -		\$ -	0	\$ 1,260.00
11	Directional Bore 8th Street	LF	90	\$ 121.00	\$ 10,890.00		\$ -		\$ -	0	\$ 10,890.00
<b>PROJECT A: SECTION 2: TOTAL (ITEMS 1 - 11)</b>					<b>\$ 161,420.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 161,420.00</b>
<b>PROJECT A: SECTION 3 WATER (CIP 520-520-57200-24029)</b>											
1	6" PVC DR 18 (C900) Water Main with Locator Wire	LF	2,590	\$ 36.00	\$ 93,240.00		\$ -		\$ -	0	\$ 93,240.00
2	6" Tapping Tee	EA	3	\$ 1,680.00	\$ 5,040.00		\$ -		\$ -	0	\$ 5,040.00
3	6" Tee	EA	11	\$ 378.00	\$ 4,158.00		\$ -		\$ -	0	\$ 4,158.00
4	6" 90° Bend	EA	3.00	\$ 305.00	\$ 915.00		\$ -		\$ -	0	\$ 915.00
5	6" Gate Valve with Roadway Box	EA	17	\$ 1,470.00	\$ 24,990.00		\$ -		\$ -	0	\$ 24,990.00
6	6" Fire Hydrant	EA	7	\$ 5,040.00	\$ 35,280.00		\$ -		\$ -	0	\$ 35,280.00
7	6" Plug	EA	2	\$ 105.00	\$ 210.00		\$ -		\$ -	0	\$ 210.00
8	1" PE SDR 7 Water Service Line	LF	712.0	\$ 17.00	\$ 12,104.00		\$ -		\$ -	0	\$ 12,104.00
9	1" Corporation Stop with Service Saddle	EA	22	\$ 289.00	\$ 6,358.00		\$ -		\$ -	0	\$ 6,358.00
10	1" Curb Stop with Roadway Box	EA	22	\$ 363.00	\$ 7,986.00		\$ -		\$ -	0	\$ 7,986.00
11	2" PE SDR 7 Water Service Saddle	LF	101	\$ 21.00	\$ 2,121.00		\$ -		\$ -	0	\$ 2,121.00
12	2" Corporation Stop with Service Saddle	LF	6	\$ 578.00	\$ 3,468.00		\$ -		\$ -	0	\$ 3,468.00
13	2" Curb Stop with Service Saddle	EA	6	\$ 630.00	\$ 3,780.00		\$ -		\$ -	0	\$ 3,780.00
14	Adjust Water Valve to Grade	EA	4	\$ 210.00	\$ 840.00		\$ -		\$ -	0	\$ 840.00
15	Remove and Reset Hydrant North Side of Trail	EA	3	\$ 1,155.00	\$ 3,465.00		\$ -		\$ -	0	\$ 3,465.00
16	Testing and Disinfection	JOB	1	\$ 788.00	\$ 788.00		\$ -		\$ -	0	\$ 788.00
<b>PROJECT A: SECTION 3 TOTAL (ITEMS 1-16)</b>					<b>\$ 204,743.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 204,743.00</b>

A			B	C	D	E	F	G	H		I
Item			Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
Bid Item No.	Description	Unit of Measure									
<b>PROJECT B: COMMUNITY BUILDING SOUTH PARKING LOT (CIP 24-032)</b>											
1	Mobilization	JOB	1	\$ 20,000.00	\$ 20,000.00		\$ -		\$ -	0	\$ 20,000.00
2	Traffic and Pedestrian Control	JOB	1	\$ 2,500.00	\$ 2,500.00	0.50	\$ 1,250.00		\$ 1,250.00	50	\$ 1,250.00
3	Curb or Grate Inlet Filter BMP	EA	7	\$ 300.00	\$ 2,100.00	4	\$ 1,200.00		\$ 1,200.00	57	\$ 900.00
4	Remove Paving, Including Sawing	SY	2,943	\$ 12.00	\$ 35,316.00	2,655	\$ 31,860.00		\$ 31,860.00	90	\$ 3,456.00
5	Remove Storm Sewer	LF	88	\$ 15.00	\$ 1,320.00	88	\$ 1,320.00		\$ 1,320.00	100	\$ -
6	Remove Storm Sewer Junction Box	EA	2	\$ 800.00	\$ 1,600.00	2	\$ 1,600.00		\$ 1,600.00	100	\$ -
7	Remove Grate Inlet Box	EA	2	\$ 800.00	\$ 1,600.00	2	\$ 1,600.00		\$ 1,600.00	100	\$ -
8	8" P.C. Concrete Street Paving, Type 47B-3500	NDOT SY	544	\$ 65.00	\$ 35,360.00	232	\$ 15,080.00		\$ 15,080.00	43	\$ 20,280.00
9	7" P.C. Concrete Parking Lot Paving, NDOT Type 47B-3500	SY	2,166	\$ 62.00	\$ 134,292.00	2,143	\$ 132,866.00		\$ 132,866.00	99	\$ 1,426.00
10	7" P.C. Concrete Island Paving with thickened edges, NDOT Type 47B-3500	SY	20	\$ 100.00	\$ 2,000.00	20	\$ 2,000.00		\$ 2,000.00	100	\$ -
11	6" P.C. Concrete Sleeper Pad, NDOT Type 47B-3500	SY	12	\$ 75.00	\$ 900.00		\$ -		\$ -	0	\$ 900.00
12	5" P.C. Concrete Sidewalk Paving, NDOT Type 47B-3500	SY	82	\$ 65.00	\$ 5,330.00	222	\$ 14,430.00		\$ 14,430.00	271	\$ (9,100.00)
13	15" RCP Class III Storm Sewer Pipe	LF	33	\$ 63.00	\$ 2,079.00		\$ -		\$ -	0	\$ 2,079.00
14	12" HDPE Storm Sewer	LF	99	\$ 48.00	\$ 4,752.00	99	\$ 4,752.00		\$ 4,752.00	100	\$ -
15	12" HDPE Perforated Storm Sewer Wrap and Base	LF	103	\$ 53.00	\$ 5,459.00	103	\$ 5,459.00		\$ 5,459.00	100	\$ -
16	Storm Sewer Junction Box	EA	4	\$ 5,250.00	\$ 21,000.00	3	\$ 15,750.00		\$ 15,750.00	75	\$ 5,250.00
17	Combination Inlet	EA	1	\$ 5,250.00	\$ 5,250.00		\$ -		\$ -	0	\$ 5,250.00
18	Grate Inlet	EA	1	\$ 4,410.00	\$ 4,410.00	1	\$ 4,410.00		\$ 4,410.00	100	\$ -
19	Beehive Inlet with Vertical Pipe	EA	4	\$ 1,575.00	\$ 6,300.00	4	\$ 6,300.00		\$ 6,300.00	100	\$ -
20	Adjust Water Valve to Grade	EA	1	\$ 250.00	\$ 250.00	1	\$ 250.00		\$ 250.00	100	\$ -
21	Pedestrian Crossing Sign with Arrow and Speed Table on Telespar Post	EA	2	\$ 400.00	\$ 800.00		\$ -		\$ -	0	\$ 800.00
22	Pedestrian Crossing Ahead Sign on Telespar Post	EA	2.00	\$ 350.00	\$ 700.00		\$ -		\$ -	0	\$ 700.00
23	Handicap Parking Sign on Telespar Post	EA	1	\$ 300.00	\$ 300.00		\$ -		\$ -	0	\$ 300.00
24	Handicap Parking with Van Accessible Sign on Telespar Post	EA	1	\$ 350.00	\$ 350.00		\$ -		\$ -	0	\$ 350.00
25	Public Parking Sign on Telespar Post	EA	1	\$ 350.00	\$ 350.00		\$ -		\$ -	0	\$ 350.00
26	Remove and Reset Sign with Telespar Post	EA	1	\$ 300.00	\$ 300.00	3	\$ 900.00		\$ 900.00	300	\$ (600.00)
27	Remove and Salvage Sign with Post	EA	1	\$ 200.00	\$ 200.00	1	\$ 200.00		\$ 200.00	100	\$ -
28	Amended Topsoil in Island	LS	1	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	0	\$ 2,500.00
29	Over excavation and Crushed Concrete	TON	300	\$ 75.00	\$ 22,500.00		\$ -		\$ -	0	\$ 22,500.00
30	30" Diameter Light Pole Base	EA	2	\$ 1,600.00	\$ 3,200.00		\$ -		\$ -	0	\$ 3,200.00
31	Double LED Light Pole with Electrical Wiring Complete in Place	EA	3	\$ 7,100.00	\$ 21,300.00		\$ -		\$ -	0	\$ 21,300.00
32	1" PVC Conduit with Pull String	LF	140	\$ 5.00	\$ 700.00		\$ -		\$ -	0	\$ 700.00
33	1" PVC Conduit with Electrical Wiring	LF	70	\$ 5.00	\$ 350.00		\$ -		\$ -	0	\$ 350.00
34	Electrical Pull Box	EA	1	\$ 100.00	\$ 100.00		\$ -		\$ -	0	\$ 100.00
<b>PROJECT B: TOTAL (ITEMS 1 - 34)</b>					<b>\$ 345,468.00</b>		<b>\$ 241,227.00</b>		<b>\$ 241,227.00</b>		<b>\$ 104,241.00</b>
<b>GRAND TOTAL PROJECT A (SECTIONS 1-3) AND PROJECT B</b>					<b>\$ 2,119,661.00</b>		<b>\$ 394,827.00</b>		<b>\$ 394,827.00</b>		<b>\$ 1,724,834.00</b>

4.H. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11175	120 WATER INC				
08/06/2024	INVOICE	5804-R	PROJECT LSLI - CONTRACT DATES 6/13/24 - 6/1:	5,250.00	
08/06/2024	INVOICE	5981	PROJECT LSLI - CONTRACT DATES 6/13/24 - 6/1:	5,250.00	
08/06/2024	INVOICE	5982	PROJECT LSLI - CONTRACT DATES 6/13/24 - 6/1:	5,250.00	
Total:				15,750.00	
Net of 3 Invoices / 0 Checks				15,750.00	
00116	ACE HARDWARE & GARDEN CNT				
08/06/2024	INVOICE	205485/5	CAP PVC	30.57	
08/06/2024	INVOICE	205481/5	PAPER TOWELS, METHOD HAND GEL	9.49	
08/06/2024	INVOICE	205478/5	SAND PAPER	10.68	
08/06/2024	INVOICE	205414/5	PUSH THRU ADAPTER	9.98	
08/06/2024	INVOICE	205412/5	BAR 12" SLIM	36.99	
08/06/2024	INVOICE	205439/5	LED 48" 2 PACK	27.98	
08/06/2024	INVOICE	205438/5	DRAIN SPADE	119.96	
08/06/2024	INVOICE	205459/5	COUPL INSERT	4.77	
08/06/2024	INVOICE	205518/5	SPRAY PAINT	51.54	
08/06/2024	INVOICE	205525/5	INSECT KILLER	11.76	
08/06/2024	INVOICE	205574/5	LIME-RUST REMOVER	26.99	
08/06/2024	INVOICE	205567/5	ARC	35.98	
08/06/2024	INVOICE	205577/5	BEE & WASP SPRAY	7.59	
08/06/2024	INVOICE	205552/5	PROPANE	43.11	
08/06/2024	INVOICE	205591/5	STIHL CHAIN 12"	65.97	
08/06/2024	INVOICE	205207/5	CF3 PRO .095, SCREW	69.96	
08/06/2024	INVOICE	205085/5	RSTP IE OB	47.99	
08/06/2024	INVOICE	205062/5	PAINT BRUSH SET, ROLLER, RSTP IE	67.96	
08/06/2024	INVOICE	205057/5	SPRAY PAINT, TROWEL	14.98	
08/06/2024	INVOICE	205151/5	HP GOOD BRUSH	6.99	
08/06/2024	INVOICE	205143/5	INSECT REPELLANT	16.47	
08/06/2024	INVOICE	205244/5	NUTS, BOLTS, SCREWS	22.24	
08/06/2024	INVOICE	205239/5	OB GLS WHITE 1G	41.99	
08/06/2024	INVOICE	205251/5	WIRE CUP	18.18	
08/06/2024	INVOICE	205217/5	PAINT TRAY	4.78	
08/06/2024	INVOICE	205216/5	PHONE CORD, GREASE	17.98	
08/06/2024	INVOICE	205131/5	OIL KOHLER SAE 30	23.97	
08/06/2024	INVOICE	205116/5	PRIMER+SEALER	15.98	
08/06/2024	INVOICE	205200/5	ALL SEASONS HOSES	17.99	
08/06/2024	INVOICE	205160/5	GLOVES, COUPLING	17.98	
08/06/2024	INVOICE	205315/5	NUTS, BOLTS, SCREWS	25.52	
08/06/2024	INVOICE	205316/5	KEY MASTER, KEY SCHLAGE	16.15	
08/06/2024	INVOICE	205303/5	TORDON	28.99	
08/06/2024	INVOICE	205301/5	SWITCH RES TOG	3.98	
08/06/2024	INVOICE	205286/5	GORILLA CLR GRIP, ELECTRICAL TAPE	15.18	
08/06/2024	INVOICE	205282/5	GORILLA CONST ADHESIVE, CAULK GUN	28.98	
08/06/2024	INVOICE	205274/5	GORILLA TAPE	17.99	
08/06/2024	INVOICE	205269/5	THREAD SEAL TAPE	1.79	
08/06/2024	INVOICE	205268/5	BRUSH, PAINT CUP	17.97	
08/06/2024	INVOICE	205260/5	FUSE PULLER, O-RING, FUSE CART	24.16	
08/06/2024	INVOICE	205388/5	TOILET BOWL CLEANER	47.88	
08/06/2024	INVOICE	205379/5	NIPPLE, COUPLING	20.14	
08/06/2024	INVOICE	205378/5	DECK SCREWS	10.49	
08/06/2024	INVOICE	205339/5	NUTS, BOLTS, SCREWS	7.96	
08/06/2024	INVOICE	205400/5	CLAMP CONN, COMBINATION, CONN, STRT ELBOW	9.76	
08/06/2024	INVOICE	205398/5	CUTTER BUG KILLER	28.00	
Total:				1,203.74	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 46 Invoices / 0 Checks	1,203.74	
MISC 08/06/2024	ADKISSON CASEY INVOICE	07/16/2024	UB refund for account: 100-11430-01	231.21	
			Total:	231.21	
			Net of 1 Invoices / 0 Checks	231.21	
00180 08/06/2024	ADVANCE AUTO PARTS INVOICE	5606416610273	OIL FILTER	5.24	
08/06/2024	INVOICE	5606415965698	LUBE	19.94	
08/06/2024	INVOICE	5606418766390	RETURN - CABIN AIR FILTER	(9.28)	
08/06/2024	INVOICE	5606416610272	BLUE -20 WWF	9.98	
08/06/2024	INVOICE	5606417065987	AIR ELEMENT, FUEL FILTER KIT	346.48	
08/06/2024	INVOICE	5606417266055	OIL FILTERS	15.72	
08/06/2024	INVOICE	5606419066447	26" FLEX	32.96	
			Total:	421.04	
			Net of 7 Invoices / 0 Checks	421.04	
11185 08/06/2024	ALLO COMMUNICATONS INVOICE	2034309	TELEPHONE - SOUTH FIRE STATION 7/24 - 8/23	65.89	
			Total:	65.89	
			Net of 1 Invoices / 0 Checks	65.89	
02304 08/06/2024	ALPHAMEDIA USA LLC INVOICE	CC-KZ-1240650272	ADVERTISING	375.00	
08/06/2024	INVOICE	CC-KL-1240635732	ADVERTISING	825.00	
08/06/2024	INVOICE	CC-KK-1240626725	ADVERTISING	300.00	
			Total:	1,500.00	
			Net of 3 Invoices / 0 Checks	1,500.00	
11028 08/06/2024	ANDRITZ SEPARATION INC INVOICE	8480127802	2 - PRESS BELTS	4,612.94	
			Total:	4,612.94	
			Net of 1 Invoices / 0 Checks	4,612.94	
00418 08/06/2024	AQUA-CHEM INC INVOICE	00206301	CHEMICALS	5,601.30	
08/06/2024	INVOICE	00205279	CHEMICALS	1,279.40	
			Total:	6,880.70	
			Net of 2 Invoices / 0 Checks	6,880.70	
10561 08/06/2024	ARNOLD MOTOR SUPPLY INVOICE	78NV114570	6G-6MP, MISCELLANEOUS	12.84	
08/06/2024	INVOICE	78NV113706	WIRE BRAID HOSE	147.30	
08/06/2024	INVOICE	78NV113826	OIL FILTER, PM 10W30 SYN, GLOVES, GREASE	66.63	
08/06/2024	INVOICE	78NV114124	OIL FILTER, PM 5W20 SYN	64.02	
08/06/2024	INVOICE	78NV113686	XL HIGH CAPACITY V-BELT	16.20	
08/06/2024	INVOICE	78NV113028	FUNNEL	8.89	
08/06/2024	INVOICE	78NV113027	OPTI-SORB	53.28	
08/06/2024	INVOICE	78NV112981	TRAILER REFLECT KIT	87.61	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/06/2024	INVOICE	78NV112467	SEAM SEALER	26.98	
08/06/2024	INVOICE	78NV113138	HYDRAULIC FILTER	34.74	
			Total:	518.49	
			Net of 10 Invoices / 0 Checks	518.49	
10663	AUXIANT				
08/06/2024	INVOICE	7142024	STOPLOSS PREMIUM, FEES	58,790.02	
			Total:	58,790.02	
			Net of 1 Invoices / 0 Checks	58,790.02	
11183	BAUER BUILT TIRE				
08/06/2024	INVOICE	880103805	TIRES	1,915.00	
			Total:	1,915.00	
			Net of 1 Invoices / 0 Checks	1,915.00	
01315	BENESCH ALFRED & COMPANY				
08/06/2024	INVOICE	287822	PRELIMINARY DESIGN MEETING & CONCEPT LAYOUT	2,073.27	
			Total:	2,073.27	
			Net of 1 Invoices / 0 Checks	2,073.27	
00917	BLACKSTONE PUBLISHING				
08/06/2024	INVOICE	2161807	CD'S	100.02	
08/06/2024	INVOICE	2163215	CD	39.99	
			Total:	140.01	
			Net of 2 Invoices / 0 Checks	140.01	
01785	BOKF NA				
08/06/2024	INVOICE	COLUMBCOPR20	CERTIFICATES OF PARTICIPATION REFUNDING BONI	229,122.50	
08/06/2024	INVOICE	COLUMSTREV18	SALES TAX REVENUE BONDS (POLICE & FIRE PROJ	893,768.75	
			Total:	1,122,891.25	
			Net of 2 Invoices / 0 Checks	1,122,891.25	
00337	BOMGAARS				
08/06/2024	INVOICE	35374164	EQUIPMENT SPRAY PAINT	20.74	
08/06/2024	INVOICE	35369379	FASTENERS	33.39	
08/06/2024	INVOICE	35365655	SCREW, GATE HINGE	43.97	
08/06/2024	INVOICE	35362927	WATER	7.18	
08/06/2024	INVOICE	35365687	GREASE, TIRE GAUGE, BRAKLEEN	121.77	
08/06/2024	INVOICE	35366369	BULK BOLTS	4.46	
08/06/2024	INVOICE	35367398	OIL BOOSTER	29.99	
08/06/2024	INVOICE	35367292	HITCH PINS, AIR HOSE	80.15	
08/06/2024	INVOICE	35369322	PRIMER, ENAMEL HARDENER, EQUIPMENT ENAMEL, ;	212.95	
08/06/2024	INVOICE	35369599	BUSHING	2.99	
08/06/2024	INVOICE	35369854	JAWS, VISE GRIPS	59.96	
08/06/2024	INVOICE	35372863	FASTENERS, BULK BOLTS, TORCH KIT	65.86	
08/06/2024	INVOICE	35373998	TERMINALS, SOCKET ADAPTER	9.97	
08/06/2024	INVOICE	35373979	ROUNDUP SPRAYER	26.99	
08/06/2024	INVOICE	35374407	WATER, OIL	23.55	
08/06/2024	INVOICE	35362149	SWIVEL COUPLER, PIPE NIPPLE, GREASE	64.17	
08/06/2024	INVOICE	35367451	SHOP TOWELS, GREASE, DISC	114.42	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/06/2024	INVOICE	35373379	WHEEL, BENCH GRINDER	172.98	
			Total:	1,095.49	
			Net of 18 Invoices / 0 Checks	1,095.49	
00240	BOUND TREE MEDICAL LLC				
08/06/2024	INVOICE	85414676	GLOVES, SOFT STRETCHER	497.80	
08/06/2024	INVOICE	85410046	VACUUM SPLINT	915.94	
			Total:	1,413.74	
			Net of 2 Invoices / 0 Checks	1,413.74	
10864	BREWSTER CLINTON JAMES				
08/06/2024	INVOICE	1	CATERING LIBRARY SUMMER READING PICNIC	960.00	
			Total:	960.00	
			Net of 1 Invoices / 0 Checks	960.00	
03018	BS&A SOFTWARE				
08/06/2024	INVOICE	154984	SERVICE FEE FOR ONLINE PERMIT APPLICATIONS	490.00	
			Total:	490.00	
			Net of 1 Invoices / 0 Checks	490.00	
00452	BULLSEYE FIRE SPRINKLER INC				
08/06/2024	INVOICE	95844	FIRE SPRINKLER INSPECTION	345.00	
08/06/2024	INVOICE	95845	FIRE SPRINKLER INSPECTION	390.00	
			Total:	735.00	
			Net of 2 Invoices / 0 Checks	735.00	
10715	BUSCH EQUIPMENT COMPANY LLC				
08/06/2024	INVOICE	0054502-IN	BLOWER OIL	59.34	
			Total:	59.34	
			Net of 1 Invoices / 0 Checks	59.34	
10547	BVH ARCHITECTURE				
08/06/2024	INVOICE	46143	MEMORIAL STADIUM RENOVATION	35,140.23	
			Total:	35,140.23	
			Net of 1 Invoices / 0 Checks	35,140.23	
02979	CAPITAL BUSINESS SYSTEMS				
08/06/2024	INVOICE	1412752	COPIER CONTRACT	40.71	
			Total:	40.71	
			Net of 1 Invoices / 0 Checks	40.71	
10626	CAPITAL ONE - WALMART				
08/06/2024	INVOICE	420100108258	FOAM CUPS, FACE TISSUE, DISINFECTANT	58.23	
08/06/2024	INVOICE	084188450876585	MUSTARD, RELISH, KETCHUP, BUNS, HOTDOGS	87.68	
08/06/2024	INVOICE	418800329025	DRINKING WATER, ICE	39.80	
08/06/2024	INVOICE	419500160440	DRINKING WATER	42.88	
08/06/2024	INVOICE	419400113013	DRINKING WATER	48.20	
08/06/2024	INVOICE	420000880715	SAFETY PINS, ELASTICS, RIBBON, COPY PAPER, 1	95.81	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/06/2024	INVOICE	674200736001926	DAISY PICK, PONCHO, BOTTLE OPENER, NCAA CAP	206.95	
08/06/2024	INVOICE	044181840331199	PUNCH, COOKIES, FROSTING, KITKATS, SKITTLES	45.79	
08/06/2024	INVOICE	204191004983123	CUPCAKES, ICING	26.40	
08/06/2024	INVOICE	214197100780005	DRINKING WATER, DISH WASHING SOAP	22.72	
08/06/2024	INVOICE	944174046235382	CHIPS, SYRUP, FRUIT SLICES, PEACH RINGS, KII	126.32	
08/06/2024	INVOICE	194172638783160	BEACH TOWELS, RIBBON, SWIM TOYS, DRYING RACI	148.70	
08/06/2024	INVOICE	464173578783104	DRINKING WATER, ICE	88.04	
08/06/2024	INVOICE	894180621873015	FUN POPS, TRASH BAGS, AIRHEADS	96.81	
08/06/2024	INVOICE	084193482236918	BEACH TOWELS, TOILET BRUSH, AIRHEADS	124.55	
08/06/2024	INVOICE	084193486216675	RIBBON	3.94	
08/06/2024	INVOICE	224199717636344	SUGAR, FUN POPS	50.92	
Total:				1,313.74	
Net of 17 Invoices / 0 Checks				1,313.74	
10604	CASEY'S MAIL SERVICE LLC				
08/06/2024	INVOICE	3890	DAILY MAIL & WATER STATEMENTS	4,582.56	
08/06/2024	INVOICE	3877	LIBRARY/MEDIA MAIL	714.42	
Total:				5,296.98	
Net of 2 Invoices / 0 Checks				5,296.98	
02551	CENTER FOR MUNICIPAL SOLUTIONS				
08/06/2024	INVOICE	58774-002	CORNHUSKER PUBLIC POWER 23169 235TH AVE	150.00	
08/06/2024	INVOICE	63399-001	COLUMBUS NE T-MOBILE 2453 39TH AVE MOD	525.00	
Total:				675.00	
Net of 2 Invoices / 0 Checks				675.00	
01209	CENTER POINT LARGE PRINT				
08/06/2024	INVOICE	2101675	MATERIALS	23.37	
08/06/2024	INVOICE	2103983	MATERIALS	143.82	
Total:				167.19	
Net of 2 Invoices / 0 Checks				167.19	
03136	CENTRAL COMMUNITY COLLEGE				
08/06/2024	INVOICE	002000627	BLS RENEWAL COURSE - BORER, VAUGHN	63.00	
Total:				63.00	
Net of 1 Invoices / 0 Checks				63.00	
10642	CHROME N' STEEL TRUCK & TRAILER LLC				
08/06/2024	INVOICE	8524	WHEEL SEAL, LUG NUT, BRAKE SHOES	211.72	
08/06/2024	INVOICE	8526	SECONDARY FUEL	15.00	
Total:				226.72	
Net of 2 Invoices / 0 Checks				226.72	
02542	CNC REPAIR LLC				
08/06/2024	INVOICE	10034	LOF, BRAKES PADS & ROTORS VIN #8537	522.27	
08/06/2024	INVOICE	10092	LOF, AIR FILTER VIN #9749	68.75	
08/06/2024	INVOICE	10124	LOF, TRANS SERVICE KIT, BRAKES PADS & ROTOR:	653.96	
08/06/2024	INVOICE	10130	LOF VIN #7839	45.09	
08/06/2024	INVOICE	10132	LOF, SPARK PLUGS VIN #7979	368.56	
08/06/2024	INVOICE	10153	LOF, TRANS SERVICE KIT VIN #1810	290.09	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/06/2024	INVOICE	10154	LOF, BRAKE PADS & ROTORS VIN #8025	451.33	
08/06/2024	INVOICE	10162	LOF VIN #7738	45.09	
08/06/2024	INVOICE	10164	BATTERY TENDER, EVAP PURGE SOLENOID VIN #85:	346.45	
08/06/2024	INVOICE	10185	LOF, REPLACE FTFS & AIR DAM VIN #8538	1,477.95	
Total:				4,269.54	
Net of 10 Invoices / 0 Checks				4,269.54	
11179	COFFIN ELLEY				
08/06/2024	INVOICE	7.15.2024	REIMBURSE - HOBBY LOBBY PLANTS FOR LOBBY	312.34	
Total:				312.34	
Net of 1 Invoices / 0 Checks				312.34	
03140	COLUMBUS AREA CHAMBER OF				
08/06/2024	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	860.00	
Total:				860.00	
Net of 1 Invoices / 0 Checks				860.00	
03141	COLUMBUS COMMUNITY HOSPITAL				
08/06/2024	INVOICE	10002274	PHARMACY	2,898.35	
08/06/2024	INVOICE	11003734-001	LAB	26.00	
Total:				2,924.35	
Net of 2 Invoices / 0 Checks				2,924.35	
00036	COLUMBUS CUSTOM EMBROIDERY				
08/06/2024	INVOICE	E44858	POLOS	580.00	
08/06/2024	INVOICE	E45425	LADIES SOFT SHELL, 1/2 ZIP PULLOVER - COFFII	117.00	
Total:				697.00	
Net of 2 Invoices / 0 Checks				697.00	
00497	COLUMBUS HIGH SCHOOL				
08/06/2024	INVOICE	COL TRK TMG	1/3 SHARE- FINISHLYNX EQUIPMENT, DELL LATITV	677.33	
Total:				677.33	
Net of 1 Invoices / 0 Checks				677.33	
03139	COLUMBUS PLUMBING COMPANY				
08/06/2024	INVOICE	0006034	2 - KOHLER BOWLS, BLACK SEAT	606.00	
Total:				606.00	
Net of 1 Invoices / 0 Checks				606.00	
10866	COLUMBUS YOUTH SOFTBALL ASSOCIATION				
08/06/2024	INVOICE	7.30.2024	CONCESSIONS INVENTORY	523.93	
Total:				523.93	
Net of 1 Invoices / 0 Checks				523.93	
11093	CONNER PSYCHOLOGICAL SERVICES PC				
08/06/2024	INVOICE	10002389	CONSULTATION	520.00	
Total:				520.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	520.00	
01081	CONSOLIDATED MANAGEMENT CO				
08/06/2024	INVOICE	CMC-INV-2402516	MEALS - MAGDALENO	28.50	
08/06/2024	INVOICE	CMC-INV-2402653	MEALS - MAGDALENO	17.15	
			Total:	45.65	
			Net of 2 Invoices / 0 Checks	45.65	
00006	CONSOLIDATED WATER SOLUTIONS				
08/06/2024	INVOICE	29016	CP 4512 (TOTE)	17,849.98	
			Total:	17,849.98	
			Net of 1 Invoices / 0 Checks	17,849.98	
02718	CORE & MAIN LP				
08/06/2024	INVOICE	V230446	A420 4-1/2 VO HYD 5'0" B 4MJ	2,900.00	
08/06/2024	INVOICE	V228537	54 - 510M S/POINT M2	10,191.46	
08/06/2024	INVOICE	V298442	16 - 3/4S IPERL 100CF	2,608.00	
			Total:	15,699.46	
			Net of 3 Invoices / 0 Checks	15,699.46	
10755	CROWNE PLAZA				
08/06/2024	INVOICE	78120	DAVID BOSWELL	169.95	
			Total:	169.95	
			Net of 1 Invoices / 0 Checks	169.95	
03279	DAS STATE ACCOUNTING				
08/06/2024	INVOICE	1439846	MONTHLY NETWORK CHARGES	1,356.79	
08/06/2024	INVOICE	1439793	MONTHLY NETWORK CHARGES	307.20	
			Total:	1,663.99	
			Net of 2 Invoices / 0 Checks	1,663.99	
03152	DEMCO INC				
08/06/2024	INVOICE	7510790	CLEAR GLOSSY LABEL PROTECTORS	96.91	
			Total:	96.91	
			Net of 1 Invoices / 0 Checks	96.91	
03158	EAKES OFFICE SOLUTIONS				
08/06/2024	INVOICE	8976418-0	PERFED PAPER, LETTER PAPER	657.83	
08/06/2024	INVOICE	8978514-0	TONER CARTRIDGE, PAPER	490.77	
08/06/2024	INVOICE	8976973-0	CLIPBOARD	3.69	
08/06/2024	INVOICE	8971023-0	PAPER	94.20	
08/06/2024	INVOICE	8970513-0	ACRYLIC NAME PLATES	76.25	
08/06/2024	INVOICE	8972262-0	CENTER PULL TOWELS	125.88	
08/06/2024	INVOICE	INV567746	COPIER CONTRACT	626.47	
08/06/2024	INVOICE	8973302-0	BUSINESS CARD HOLDER	3.89	
08/06/2024	INVOICE	8973303-0	TOWELS, LINERS, CENTER PULL TOWELS	309.52	
08/06/2024	INVOICE	INV570125	REPAIR POSTER PRINTER	247.53	
08/06/2024	INVOICE	8973303-1	BATH TISSUE	79.96	
			Total:	2,715.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 11 Invoices / 0 Checks	2,715.99	
01597 08/06/2024	ELECTRONIC ENGINEERING INVOICE	853005479-1	3 - ANTENNAS	331.85	
			Total:	331.85	
			Net of 1 Invoices / 0 Checks	331.85	
03162 08/06/2024 08/06/2024	ELLER HEATING AIR CONDITIONING INVOICE INVOICE	240716.25 240711.01	TELECOMMUNICATIONS ROOM-REPLACED CONTROL BO: CAPACITOR	811.39 42.27	
			Total:	853.66	
			Net of 2 Invoices / 0 Checks	853.66	
00771 08/06/2024	ENVISIONWARE, INC INVOICE	INV-US-69935	PROFESSIONAL SERVICES TO DATE FOR INSTALLAT	2,535.00	
			Total:	2,535.00	
			Net of 1 Invoices / 0 Checks	2,535.00	
02817 08/06/2024	FULL THROTTLE TRUCK & INVOICE	INV-1654	AIR SPRING	249.41	
			Total:	249.41	
			Net of 1 Invoices / 0 Checks	249.41	
00459 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024	GALE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	84450420 84468783 84478930 84506150 84544194 84545984 84552117 84560411 84590466 84590829	MATERIALS MATERIALS MATERIALS MATERIALS MATERIALS MATERIALS MATERIALS MATERIALS MATERIALS MATERIALS MATERIALS	32.79 98.37 55.98 24.80 55.18 53.98 22.39 59.18 129.60 27.20	
			Total:	559.47	
			Net of 10 Invoices / 0 Checks	559.47	
03172 08/06/2024 08/06/2024 08/06/2024	GALLS LLC INVOICE INVOICE INVOICE	028384957 028375006 028384008	DOUBLE MAG POUCH UNIFORMS UNIFORMS	103.91 82.79 616.44	
			Total:	803.14	
			Net of 3 Invoices / 0 Checks	803.14	
01789 08/06/2024	GAVER TIRE & AUTO CENTER INC INVOICE	86304	TIRE MOUNT	370.80	
			Total:	370.80	
			Net of 1 Invoices / 0 Checks	370.80	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03174	GEHRING CONSTRUCTION &				
08/06/2024	INVOICE	78222	18TH STREET & 39TH AVE	186.50	
08/06/2024	INVOICE	78207	18TH STREET & 39TH AVE	220.63	
08/06/2024	INVOICE	3	VITALITY VILLAGE SUBDIVISION & COMM BLDING :	139,230.00	
08/06/2024	INVOICE	77735	20TH STREET & 23RD AVE	220.63	
08/06/2024	INVOICE	77757	NORTH SIDE OF JACKSONS	352.50	
08/06/2024	INVOICE	77892	20TH STREET & 23RD AVE	381.18	
08/06/2024	INVOICE	77831	20TH STREET & 23RD AVE	254.75	
08/06/2024	INVOICE	77890	FOAM EXPANSION, NOMAFLEX EXPANSION	44.05	
08/06/2024	INVOICE	78076	20TH STREET & 23RD AVE	323.00	
			Total:	141,213.24	
			Net of 9 Invoices / 0 Checks	141,213.24	
03177	GENERAL TRAFFIC CONTROLS INC				
08/06/2024	INVOICE	24715	REPAIRED FLEX-S CONTROLLER	675.00	
			Total:	675.00	
			Net of 1 Invoices / 0 Checks	675.00	
03178	GERHOLD CONCRETE COMPANY				
08/06/2024	INVOICE	469673	23RD AVE & 20TH ST	210.22	
			Total:	210.22	
			Net of 1 Invoices / 0 Checks	210.22	
02382	GRABTEC				
08/06/2024	INVOICE	34294	TORQUE TUBE	989.00	
			Total:	989.00	
			Net of 1 Invoices / 0 Checks	989.00	
10627	GRANVILLE CUSTOM HOMES, INC.				
08/06/2024	INVOICE	08012024	REIMBURSEMENT - R21-97 CONSTRUCTION OF FRON	25,511.22	
			Total:	25,511.22	
			Net of 1 Invoices / 0 Checks	25,511.22	
02594	GREAT PLAINS BUILDING SUPPLY				
08/06/2024	INVOICE	2407-529823	4 - 2X4-16 SPF	43.44	
08/06/2024	INVOICE	2407-529069	2X4-16 SPF	32.58	
			Total:	76.02	
			Net of 2 Invoices / 0 Checks	76.02	
02075	GREAT PLAINS COMMUNICATIONS				
08/06/2024	INVOICE	125755 996-426-002	INTERNET 08/01 - 08/31	209.95	
			Total:	209.95	
			Net of 1 Invoices / 0 Checks	209.95	
02904	GUNSLINGERS LLC				
08/06/2024	INVOICE	24453	LWRC BALCK DI RIFLE - DREIFURST QM	1,500.00	
08/06/2024	INVOICE	24439	TACTICAL GUN BELT - HEESACKER QM	60.00	
08/06/2024	INVOICE	24452	LWRC FDE RIFLE - HEESACKER QM	1,000.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	2,560.00	
			Net of 3 Invoices / 0 Checks	2,560.00	
10556	H2 EQUIPMENT LLC				
08/06/2024	INVOICE	INV-4036	WIRE BRAID HOSE	58.57	
			Total:	58.57	
			Net of 1 Invoices / 0 Checks	58.57	
03182	HACH COMPANY				
08/06/2024	INVOICE	14102342	MODIFIED AGAR PLATES	149.00	
			Total:	149.00	
			Net of 1 Invoices / 0 Checks	149.00	
03183	HADLEY-BRAITHWAIT COMPANY				
08/06/2024	INVOICE	232038	3 CASES WAGON WHEEL TOILET PAPER	203.85	
08/06/2024	INVOICE	232029	CONCESSIONS - PLUNGE	181.85	
08/06/2024	INVOICE	231369	CONCESSIONS - PLUNGE	358.85	
08/06/2024	INVOICE	231348	CONCESSIONS - PLUNGE	140.90	
08/06/2024	INVOICE	231694	CENTER PULL TOWELS, TOILET PAPER	99.90	
08/06/2024	INVOICE	232055	CONCESSIONS - PLUNGE	184.80	
			Total:	1,170.15	
			Net of 6 Invoices / 0 Checks	1,170.15	
00272	HAWKINS INC				
08/06/2024	INVOICE	6813101	CHEMICALS	3,235.29	
08/06/2024	INVOICE	6804864	CHEMICALS	8,434.73	
08/06/2024	INVOICE	6801453	CHEMICALS	5,373.58	
			Total:	17,043.60	
			Net of 3 Invoices / 0 Checks	17,043.60	
10271	HD SUPPLY				
08/06/2024	INVOICE	811642164	LIQUID DETERGENT	138.63	
08/06/2024	INVOICE	815040423	DISHWASHER TABLETS	25.10	
08/06/2024	INVOICE	815040415	TRASH BAGS	118.66	
08/06/2024	INVOICE	817228463	FLOOR CLEANER, LIQUID DIAL, PREM 1-PLY JR C:	94.63	
			Total:	377.02	
			Net of 4 Invoices / 0 Checks	377.02	
02912	HEATH AMANDA				
08/06/2024	INVOICE	7.10.2024	EARTHEN ARTISTRY - HENNA	400.00	
			Total:	400.00	
			Net of 1 Invoices / 0 Checks	400.00	
00099	HOLIDAY INN OF KEARNEY				
08/06/2024	INVOICE	429232	MARTY EATON	235.90	
08/06/2024	INVOICE	429233	JIM SPEICHER	235.90	
08/06/2024	INVOICE	429261	MIKE LANDKAMER	235.90	
			Total:	707.70	
			Net of 3 Invoices / 0 Checks	707.70	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00150 08/06/2024	HOMETOWN LEASING INVOICE	23	COPIER LEASE PAYMENT	175.00	
			Total:	175.00	
			Net of 1 Invoices / 0 Checks	175.00	
11182 08/06/2024	HOPKINS JERI KAY INVOICE	7.17.2024	ALA ANNUAL CONFERENCE-MEALS, CABS & MILEAGE	459.26	
			Total:	459.26	
			Net of 1 Invoices / 0 Checks	459.26	
00415 08/06/2024	HR DIRECT INVOICE	INV16083623	POSTER GUARD 1 YEAR STATE/FED/LOCAL	94.99	
			Total:	94.99	
			Net of 1 Invoices / 0 Checks	94.99	
02951 08/06/2024	HTR INC./KLUTE TRUCK EQUIP INVOICE	46028	CAP PLUG, UPPER FLEX ARM, MOTOR MOUNT, MOTOI	228.70	
			Total:	228.70	
			Net of 1 Invoices / 0 Checks	228.70	
10920 08/06/2024	IMS ALLIANCE INVOICE	24-1936	NAME TAGS	19.15	
			Total:	19.15	
			Net of 1 Invoices / 0 Checks	19.15	
03194 08/06/2024	INGRAM LIBRARY SERVICES, INC INVOICE	82625451	MATERIALS	642.76	
08/06/2024	INVOICE	82548934	MATERIALS	921.92	
08/06/2024	INVOICE	82242948	MATERIALS	151.33	
08/06/2024	INVOICE	82287632	MATERIALS	67.94	
08/06/2024	INVOICE	82306477	MATERIALS	33.36	
08/06/2024	INVOICE	82306478	MATERIALS	21.10	
08/06/2024	INVOICE	82331124	MATERIALS	22.27	
08/06/2024	INVOICE	82351767	MATERIALS	50.73	
08/06/2024	INVOICE	82476945	MATERIALS	102.99	
08/06/2024	INVOICE	82538432	MATERIALS	152.77	
08/06/2024	INVOICE	82598236	MATERIALS	99.45	
08/06/2024	INVOICE	82706410	MATERIALS	169.13	
08/06/2024	INVOICE	82717845	MATERIALS	1,277.67	
			Total:	3,713.42	
			Net of 13 Invoices / 0 Checks	3,713.42	
02554 08/06/2024	INTERSTATE BATTERY SYSTEM INVOICE	360003035	BATTERIES	546.82	
			Total:	546.82	
			Net of 1 Invoices / 0 Checks	546.82	
03199 08/06/2024	JACKSON SERVICES INC INVOICE	5352705	MAT	25.15	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/06/2024	INVOICE	5352704	UNIFORMS	75.86	
08/06/2024	INVOICE	5352703	UNIFORMS	25.90	
08/06/2024	INVOICE	5352700	BAR MOPS, MICROFIBER TOWELS, APRONS	54.48	
08/06/2024	INVOICE	5355206	UNIFORMS	26.90	
08/06/2024	INVOICE	5356935	ROLLER TOWEL, UNIFORMS	84.06	
08/06/2024	INVOICE	5355204	UNIFORMS	96.24	
08/06/2024	INVOICE	5355205	MAT	3.07	
08/06/2024	INVOICE	5355197	UNIFORMS	139.81	
08/06/2024	INVOICE	5356172	UNIFORMS	242.44	
08/06/2024	INVOICE	5350269	UNIFORMS	96.23	
08/06/2024	INVOICE	5350268	MATS, ROLLER TOWELS, UNIFORMS	131.25	
08/06/2024	INVOICE	5350270	SOAP, MAT, BAR TOWELS, SHOP TOWELS ORANGE	51.43	
08/06/2024	INVOICE	5350259	UNIFORMS	139.80	
08/06/2024	INVOICE	5350260	SOAP FOAM - BAG	36.00	
08/06/2024	INVOICE	5350271	UNIFORMS	26.89	
08/06/2024	INVOICE	5352724	TEA TOWELS, BAR MOPS	30.92	
08/06/2024	INVOICE	5350258	SHOP TOWELS ORANGE, UNIFORMS	247.98	
08/06/2024	INVOICE	5347781	UNIFORMS	75.85	
08/06/2024	INVOICE	5347780	UNIFORMS	25.89	
08/06/2024	INVOICE	5347774	MATS	65.42	
08/06/2024	INVOICE	5345334	UNIFORMS	237.41	
08/06/2024	INVOICE	5348678	MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPES,	139.67	
08/06/2024	INVOICE	5347028	RAGS, ROLLER TOWEL, UNIFORMS	125.14	
08/06/2024	INVOICE	5345345	UNIFORMS	26.87	
08/06/2024	INVOICE	5345335	UNIFORMS	139.78	
08/06/2024	INVOICE	5345344	MAT	3.07	
08/06/2024	INVOICE	5345343	UNIFORMS	96.21	
08/06/2024	INVOICE	5343464	UNIFORMS	25.87	
08/06/2024	INVOICE	5343461	BAR MOPS, MICROFIBER TOWELS, APRONS	54.45	
08/06/2024	INVOICE	5343485	TEA TOWELS, BAR MOPS	30.89	
08/06/2024	INVOICE	5343465	UNIFORMS	75.83	
Total:				2,656.76	
Net of 32 Invoices / 0 Checks				2,656.76	
00523	JOHN DEERE FINANCIAL				
08/06/2024	INVOICE	4331493	FUEL PUMP	70.35	
Total:				70.35	
Net of 1 Invoices / 0 Checks				70.35	
03202	KELLY SUPPLY COMPANY				
08/06/2024	INVOICE	S12296789-0	GATES HYD HOSE, GATES STEM	97.89	
08/06/2024	INVOICE	S12296739-0	1-1/4 X 1 PVC80 BUSHING TXT	7.09	
08/06/2024	INVOICE	S12296586-0	PVC FLO-SPAN COUP, COUP S X S	68.63	
08/06/2024	INVOICE	S12296516-0	SLOAN URINAL KIT	32.23	
08/06/2024	INVOICE	S12296512-0	FLO-SPAN COUP, COUP S X S	68.63	
08/06/2024	INVOICE	S12296490-0	3" SPOOL ADAPTER	45.63	
08/06/2024	INVOICE	S12296467-0	ARO SPEED QUICK CONNECT COUPLER, PLUG	17.48	
08/06/2024	INVOICE	S12295041-0	GATES STEM	147.15	
08/06/2024	INVOICE	S12297088-0	HOSE, GATES STEM, GREASE BUSTER	127.53	
08/06/2024	INVOICE	S12296907-0	O-RING	7.48	
Total:				619.74	
Net of 10 Invoices / 0 Checks				619.74	
10470	KIESLER POLICE SUPPLY				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/06/2024	INVOICE	IN242244	PEPPERBALLS	918.65	
			Total:	918.65	
			Net of 1 Invoices / 0 Checks	918.65	
11047 08/06/2024	KINGS III OF AMERICA LLC INVOICE	2784648	VIDEO MONITORING, ELEVATOR PHONES 8/01/2024	280.50	
			Total:	280.50	
			Net of 1 Invoices / 0 Checks	280.50	
11181 08/06/2024	KINNISON GRETTA INVOICE	103	2 DOZEN EGGS	3.37	
			Total:	3.37	
			Net of 1 Invoices / 0 Checks	3.37	
03205 08/06/2024	KIRKHAM MICHAEL & ASSOCIATES INVOICE	96067	COLUMBUS 2024 BRIDGE INSPECTIONS	2,080.00	
			Total:	2,080.00	
			Net of 1 Invoices / 0 Checks	2,080.00	
02808 08/06/2024	KULA'S EXHAUST & REPAIR LLC INVOICE	12003	PIPE	143.70	
			Total:	143.70	
			Net of 1 Invoices / 0 Checks	143.70	
00012 08/06/2024	LAKEVIEW SMALL ENGINE INC INVOICE	054285	BLADES	177.00	
08/06/2024	INVOICE	054317	HYDRO BELT	46.83	
08/06/2024	INVOICE	054394	WHEEL MOTOR, BRAKE HUB	959.93	
			Total:	1,183.76	
			Net of 3 Invoices / 0 Checks	1,183.76	
01183 08/06/2024	LARM (LEAGUE ASSOCIATION OF INVOICE	110631	AUTO LIABILITY & PHYSICAL DAMAGE - POLICE DI	307.73	
			Total:	307.73	
			Net of 1 Invoices / 0 Checks	307.73	
02177 08/06/2024	LASKA PATTY INVOICE	7.18.2024	MILEAGE - NENAAA RIBBON CUTTING/GRAND OPENII	62.36	
			Total:	62.36	
			Net of 1 Invoices / 0 Checks	62.36	
02596 08/06/2024	LAWSON PRODUCTS INVOICE	9311682046	CUT-OFF WHEEL	26.52	
			Total:	26.52	
			Net of 1 Invoices / 0 Checks	26.52	
00103	LINCOLN JOURNAL STAR				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/06/2024	INVOICE	118-00057453	52 WEEK SUBSCRIPTION	771.00	
08/06/2024	INVOICE	118-60106294	ADVERTISING	230.36	
Total:				1,001.36	
Net of 2 Invoices / 0 Checks				1,001.36	
00822	LINCOLN WINWATER WORKS				
08/06/2024	INVOICE	10383201	12 - BALL VALVE MINN NL	2,359.56	
08/06/2024	INVOICE	10371001	RK957/957RPDA-CK	545.18	
08/06/2024	INVOICE	10300602	FULL CIRCLE CLAMP, REPAIR CLAMP, FCC REDIT (	709.53	
08/06/2024	INVOICE	10280502	REPAIR CLAMP	1,140.57	
08/06/2024	INVOICE	10343501	MJ GSKT/T-BOLT, PVC MEGALUG, DUCTILE RESTRA:	774.23	
08/06/2024	INVOICE	10280501	REPAIR CLAMPS	369.09	
Total:				5,898.16	
Net of 6 Invoices / 0 Checks				5,898.16	
02806	MACQUEEN EQUIPMENT				
08/06/2024	INVOICE	P13223	DIRT SHOE RUNNER, TUBE BROOM	1,503.22	
08/06/2024	INVOICE	P13263	DIRT SHOE RUNNER	111.36	
Total:				1,614.58	
Net of 2 Invoices / 0 Checks				1,614.58	
10213	MAHASKA				
08/06/2024	INVOICE	MAR00111263	COLD BREW	135.60	
Total:				135.60	
Net of 1 Invoices / 0 Checks				135.60	
03212	MATHESON-LINWELD				
08/06/2024	INVOICE	0029984219	AR 75 CO2	120.99	
Total:				120.99	
Net of 1 Invoices / 0 Checks				120.99	
03078	MCMASTER-CARR				
08/06/2024	INVOICE	30562808	SOCKET WITH SCREW TERMINALS	61.02	
Total:				61.02	
Net of 1 Invoices / 0 Checks				61.02	
03220	MENARDS				
08/06/2024	INVOICE	5380	BLUE SPADE TERM, 8" LN MULTIPURPOSE	21.89	
08/06/2024	INVOICE	8132	HYBRID AIR HOSE, MECH TEST PLUG, GLAV TEE, 1	40.30	
08/06/2024	INVOICE	10464	2 - US FLAGS	129.98	
08/06/2024	INVOICE	10470	3/4 HP SLW WELL PUMP	187.99	
08/06/2024	INVOICE	10521	ENERGIZER 3V, PLUG-IN CHIME	36.90	
08/06/2024	INVOICE	10518	WHIRLPOOL FILTER	59.98	
08/06/2024	INVOICE	10381	DURAWEB GEOTEXTILE	649.95	
08/06/2024	INVOICE	10386	1/4 QC X 1/4 M ADAPTER	9.99	
08/06/2024	INVOICE	10410	PAPER TOWELS, TOILET TISSUE, 18OZ PENETRANT	76.25	
08/06/2024	INVOICE	9519	RUBBER STOPPERS	23.06	
08/06/2024	INVOICE	9508	PROLONG CARTRIDGE FILTER	16.96	
08/06/2024	INVOICE	9531	OIL DRY, MICROWAVE	130.89	
08/06/2024	INVOICE	9567	REPLACEMENT CAR, 3M QL RES	70.46	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/06/2024	INVOICE	10045	CEMENT PATCH, FIBERGLASS TAPE, WOOD SHIMS, (	155.07	
08/06/2024	INVOICE	9940	PICTURE HANGER, STEEL BLANK PLATE	7.74	
08/06/2024	INVOICE	9987	AJAX	7.94	
08/06/2024	INVOICE	9964	CAUTION TAPE, DUCT SIL BULK, 90 DEGREE BELL	86.24	
08/06/2024	INVOICE	9991	WATER, 40LB SALT PELLETS	32.84	
08/06/2024	INVOICE	9997	2-PORT PHONE SPLICER	17.97	
Total:				1,762.40	
Net of 19 Invoices / 0 Checks				1,762.40	
01340	MID-NE REPAIR & CONSTRUCTION				
08/06/2024	INVOICE	24-506	REPAIR DAMAGED MAILBOX AT 3181 38TH AVE	1,290.00	
Total:				1,290.00	
Net of 1 Invoices / 0 Checks				1,290.00	
00205	MID-STATE ENGINEERING & TESTING				
08/06/2024	INVOICE	1582-0	COMMUNITY BUILDING SOUTH PARKING	270.00	
08/06/2024	INVOICE	22235	PAWNEE PARK BASEBALL FIELD IMPROVEMENTS	3,020.00	
Total:				3,290.00	
Net of 2 Invoices / 0 Checks				3,290.00	
00487	MIDWEST TAPE LLC				
08/06/2024	INVOICE	505809242	DVD'S	65.23	
08/06/2024	INVOICE	505749705	MATERIALS	31.47	
Total:				96.70	
Net of 2 Invoices / 0 Checks				96.70	
03227	MIDWEST TURF & IRRIGATION				
08/06/2024	INVOICE	3935715-00	2 - COMPRESSOR 1/2HP	2,305.45	
08/06/2024	INVOICE	3934196-01	CAL AM SADDLE 50H	585.42	
Total:				2,890.87	
Net of 2 Invoices / 0 Checks				2,890.87	
00463	MIKE'S TOWING				
08/06/2024	INVOICE	24-0710-761	TOWING - 2020 FREIGHTLINER VIN #3753	250.00	
Total:				250.00	
Net of 1 Invoices / 0 Checks				250.00	
03230	MOTION INDUSTRIES INC				
08/06/2024	INVOICE	NE07-00511464	HYD FILTERS	202.14	
Total:				202.14	
Net of 1 Invoices / 0 Checks				202.14	
02850	MOTION PICTURE LICENSING CORP				
08/06/2024	INVOICE	504441125	MPLC UMBRELLA LICENSE 8/16/2024 TO 8/15/202	1,099.08	
Total:				1,099.08	
Net of 1 Invoices / 0 Checks				1,099.08	
10832	MR GOLF CAR INC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/06/2024	INVOICE	42671	RENTAL/TOURNAMENT CARS 6/29/24	960.00	
			Total:	960.00	
			Net of 1 Invoices / 0 Checks	960.00	
00153 08/06/2024	MUELLER SPRINKLERS INVOICE	396773	2 - BELTS	273.88	
			Total:	273.88	
			Net of 1 Invoices / 0 Checks	273.88	
10225 08/06/2024	NAPA AUTO PARTS OF COLUMBUS INVOICE	748215	SPIN ON FILTER	19.53	
08/06/2024	INVOICE	748346	HI POWER V-BELT	1.00	
08/06/2024	INVOICE	748338	2 - HI POWER V-BELTS	52.98	
			Total:	73.51	
			Net of 3 Invoices / 0 Checks	73.51	
00122 08/06/2024	NEBRASKA DEPT OF ENVIRONMENT AND INVOICE	TEST	WWTF OPERATOR CERTIFICATION	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
00140 08/06/2024	NEBRASKA GOLF & TURF INC INVOICE	02-160815	CANOPY SUPPORT, BUSCKLE BAG	91.16	
08/06/2024	INVOICE	02-158848	SET BRUSH TERM	83.69	
08/06/2024	INVOICE	02-158696	BRUSH & SCREW, W/S CLEAR PREC HINGED	406.07	
08/06/2024	INVOICE	02-158840	KIT, INFO HOLDER	247.86	
08/06/2024	INVOICE	02-159710	SEAT ASSY	301.52	
			Total:	1,130.30	
			Net of 5 Invoices / 0 Checks	1,130.30	
03233 08/06/2024	NEBRASKA LAW ENFORCEMENT INVOICE	13923	MAGDALENO, JORGE - LODGING	50.00	
08/06/2024	INVOICE	14046	TABE TEST FEE - MENDOZA	19.50	
			Total:	69.50	
			Net of 2 Invoices / 0 Checks	69.50	
00444 08/06/2024	NEBRASKA PUBLIC HEALTH INVOICE	580186	TESTING	777.00	
08/06/2024	INVOICE	579809	BLOOD ALCOHOL	105.00	
			Total:	882.00	
			Net of 2 Invoices / 0 Checks	882.00	
03241 08/06/2024	NEWMAN SIGNS INC. INVOICE	TRFINV055442	SIGNS	548.20	
			Total:	548.20	
			Net of 1 Invoices / 0 Checks	548.20	
03248	NOVICKI FIRE PREVENTION SERVCS				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/06/2024	INVOICE	122-24	YEARLY INSPECTION	149.50	
08/06/2024	INVOICE	123-24	YEARLY INSPECTION	59.00	
			Total:	208.50	
			Net of 2 Invoices / 0 Checks	208.50	
00220	NWEA				
08/06/2024	INVOICE	WACHA	CERTIFICATION TRAINING - GRADE 1-2 LINCOLN	550.00	
			Total:	550.00	
			Net of 1 Invoices / 0 Checks	550.00	
03249	OCCUPATIONAL HEALTH SERV				
08/06/2024	INVOICE	77800	NON DOT DRUG SCREEN & TESTING	490.00	
			Total:	490.00	
			Net of 1 Invoices / 0 Checks	490.00	
02072	OMAHA CHILDREN'S MUSEUM				
08/06/2024	INVOICE	17710948	SPACE: IT'S OUT OF THIS WORLD PROGRAM	379.00	
			Total:	379.00	
			Net of 1 Invoices / 0 Checks	379.00	
00176	O'REILLY AUTOMOTIVE INC				
08/06/2024	INVOICE	0681-291486	BATTERY	215.49	
08/06/2024	INVOICE	0681-290720	WIPER BLADES	83.94	
			Total:	299.43	
			Net of 2 Invoices / 0 Checks	299.43	
01869	PERFORMANCE PRINTING INC				
08/06/2024	INVOICE	29410	BUSINESS CARDS - MEISINGER QM	89.00	
			Total:	89.00	
			Net of 1 Invoices / 0 Checks	89.00	
00345	PETE LIEN & SONS INC.				
08/06/2024	INVOICE	CD99191739	QUICKLIME FINES	7,280.13	
08/06/2024	INVOICE	CD99200917	QUICKLIME FINES	7,066.30	
			Total:	14,346.43	
			Net of 2 Invoices / 0 Checks	14,346.43	
03258	PETTY CASH				
08/06/2024	INVOICE	7.22.2024	PETTY CASH	137.09	
			Total:	137.09	
			Net of 1 Invoices / 0 Checks	137.09	
00155	PLATTE COUNTY				
08/06/2024	INVOICE	10021	SIREN #12 48TH ST/33RD AVE - 10% SHARE	3,214.95	
			Total:	3,214.95	
			Net of 1 Invoices / 0 Checks	3,214.95	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03261	PRESTOX				
08/06/2024	INVOICE	62635009	PEST CONTROL - 424 E 8TH ST	65.78	
08/06/2024	INVOICE	62635010	PEST CONTROL - 4630 HOWARD BLVD	68.46	
			Total:	134.24	
			Net of 2 Invoices / 0 Checks	134.24	
10967	PROJECT LIFESAVER INTERNATIONAL				
08/06/2024	INVOICE	S240023797	WARRANTY & REPAIR SHIPPING	19.75	
			Total:	19.75	
			Net of 1 Invoices / 0 Checks	19.75	
10361	QUADIENT FINANCE USA, INC.				
08/06/2024	INVOICE	7.23.2024	POSTAGE	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
01279	QUINN JEFF				
08/06/2024	INVOICE	7.18.2024	MAGIC SHOW - JULY 21ST 2024	300.00	
			Total:	300.00	
			Net of 1 Invoices / 0 Checks	300.00	
03264	REARDON LAWN & GARDEN INC				
08/06/2024	INVOICE	11480	PICCO SLIM LOOP	20.00	
08/06/2024	INVOICE	11344	OPTI-2 1.8 OZ	312.00	
08/06/2024	INVOICE	11346	CREDIT - OPTI-2 1.8 OZ	(156.00)	
08/06/2024	INVOICE	11343	REPAIR SAW	47.25	
08/06/2024	INVOICE	10988	IGNITION MODULE	68.99	
08/06/2024	INVOICE	10717	WHEEL & TIRE ASSY	140.99	
			Total:	433.23	
			Net of 6 Invoices / 0 Checks	433.23	
02259	REEDER'S 11TH ST PUB & GRUB				
08/06/2024	INVOICE	46302	NENEDD AWARD FOR IMPROVEMENTS	576.00	
			Total:	576.00	
			Net of 1 Invoices / 0 Checks	576.00	
00161	REMBOLT LUDTKE LLP				
08/06/2024	INVOICE	182	LABOR & EMPLOYMENT ISSUES	126.00	
			Total:	126.00	
			Net of 1 Invoices / 0 Checks	126.00	
03163	RENSENHOUSE				
08/06/2024	INVOICE	1145-1023164	ELTRN BL	17.10	
			Total:	17.10	
			Net of 1 Invoices / 0 Checks	17.10	
10984	RFCC				
08/06/2024	INVOICE	7.11.2024	CONSULTING FEE-PUBLIC SAFETY RADIO SYSTEM PI	500.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
10872	RIVERSIDE PORTABLES LLC				
08/06/2024	INVOICE	15303	PORTABLE RESTROOM - FIRE TRAINING TOWER	105.00	
08/06/2024	INVOICE	15231	PORTABLE RESTROOM - FRANKFORT SQUARE	525.00	
			Total:	630.00	
			Net of 2 Invoices / 0 Checks	630.00	
10706	ROSENDAHL SCOT				
08/06/2024	INVOICE	189083	NENEDD AWARD FOR IMPROVEMENTS	6,800.00	
			Total:	6,800.00	
			Net of 1 Invoices / 0 Checks	6,800.00	
01596	RVW INC				
08/06/2024	INVOICE	14711	2024 FIBER PROJECT ASSISTANCE	15,314.37	
08/06/2024	INVOICE	14710	PLATTE COUNTY TOWER FIBER PROJECT	2,729.79	
			Total:	18,044.16	
			Net of 2 Invoices / 0 Checks	18,044.16	
03271	SCHIEFFER SIGNS INC				
08/06/2024	INVOICE	47785	4 - PROHIBITED SIGNS	208.00	
			Total:	208.00	
			Net of 1 Invoices / 0 Checks	208.00	
01599	SCHILLING RON				
08/06/2024	INVOICE	7.26.2024	REIMBURSE MILEAGE & MEAL - LINCOLN CONFEREN	117.91	
			Total:	117.91	
			Net of 1 Invoices / 0 Checks	117.91	
MISC	SCOTT GAYLE				
08/06/2024	INVOICE	07/23/2024	UB refund for account: 100-09090-00	40.70	
			Total:	40.70	
			Net of 1 Invoices / 0 Checks	40.70	
11184	SCP DISTRIBUTORS LLC				
08/06/2024	INVOICE	527679	STEP TREAD, 4"X28" SELF ADHESIVE	1,128.88	
			Total:	1,128.88	
			Net of 1 Invoices / 0 Checks	1,128.88	
03275	SECURITY EQUIPMENT INC				
08/06/2024	INVOICE	875545	PEDESTRIAN WALKING BRIDGE - PILLAR MOUNTED (	3,902.67	
			Total:	3,902.67	
			Net of 1 Invoices / 0 Checks	3,902.67	
03276	SHERWIN-WILLIAMS CO				
08/06/2024	INVOICE	0325-3	CREDIT - CONT GHT W/RAC	(250.00)	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
08/06/2024	INVOICE	6083-7	STRAINER PRO, CONT GHT W/RAC	286.33	
			Total:	36.33	
			Net of 2 Invoices / 0 Checks	36.33	
01090	SHEVLIN SUPPLY				
08/06/2024	INVOICE	7569	CENTER PULL TOWELS, SHAMPOO, HAND SOAP, BATI	405.81	
08/06/2024	INVOICE	7593	CENTERPULL TOWELS, NITRILE GLOVES, BATH TIS:	250.17	
08/06/2024	INVOICE	7590	LINERS, BATH TISSUE, MULTI FOLD TOWELS	147.91	
08/06/2024	INVOICE	7589	LINERS, BATH TISSUE, MULTI FOLD TOWELS	147.91	
			Total:	951.80	
			Net of 4 Invoices / 0 Checks	951.80	
00417	SILVER PRESSURE SERVICE LLC				
08/06/2024	INVOICE	1220	PUMP, UNLOADER	565.00	
			Total:	565.00	
			Net of 1 Invoices / 0 Checks	565.00	
01394	SIRIUS COMPUTER SOLUTIONS INC.				
08/06/2024	INVOICE	INV-001016503	PARKS WIFI PHASE 2 HARDWARE & SERVICES	625.92	
			Total:	625.92	
			Net of 1 Invoices / 0 Checks	625.92	
03278	STANLEY PETROLEUM				
08/06/2024	INVOICE	4898T	ISSUES WITH OFF ROAD DIESEL	390.00	
			Total:	390.00	
			Net of 1 Invoices / 0 Checks	390.00	
00105	SUPER SAVER				
08/06/2024	INVOICE	126689	GROCERIES	101.34	
08/06/2024	INVOICE	126770	GROCERIES	6.71	
08/06/2024	INVOICE	126632	GROCERIES	4.58	
08/06/2024	INVOICE	126155	GROCERIES	4.58	
08/06/2024	INVOICE	126451	GROCERIES	33.69	
08/06/2024	INVOICE	126526	GROCERIES	16.96	
08/06/2024	INVOICE	126527	GROCERIES	21.90	
			Total:	189.76	
			Net of 7 Invoices / 0 Checks	189.76	
10779	SUPERIOR PLANT RENTALS LLC				
08/06/2024	INVOICE	19971	RENTAL - IN-LINE TURNING MACHINE	5,388.20	
			Total:	5,388.20	
			Net of 1 Invoices / 0 Checks	5,388.20	
10997	T-BONE PD LLC				
08/06/2024	INVOICE	5901	PROPANE	119.96	
			Total:	119.96	
			Net of 1 Invoices / 0 Checks	119.96	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10237 08/06/2024	TELEFLEX LLC INVOICE	9508698805	EZ-IO 45MM NEEDLES	562.50	
			Total:	562.50	
			Net of 1 Invoices / 0 Checks	562.50	
10326 08/06/2024	THE LIFEGUARD STORE INVOICE	INV001440719	GOOGLES, RISE HEAD IMMOBILIZER REPLACEMENT 1	430.14	
			Total:	430.14	
			Net of 1 Invoices / 0 Checks	430.14	
10908 08/06/2024	THE MUSIC BINGO PEOPLE INVOICE	000018365	ENTERTAINMENT	400.00	
			Total:	400.00	
			Net of 1 Invoices / 0 Checks	400.00	
03128 08/06/2024	TIRE OUTLET INC INVOICE	242678	USED TIRE, 2 REPAIRS	258.50	
08/06/2024	INVOICE	242729	REPAIR	35.00	
08/06/2024	INVOICE	217831	REPAIR	15.00	
08/06/2024	INVOICE	242375	4 - MOUNTS, 2 - USED TIRES	470.00	
08/06/2024	INVOICE	242266	REPAIR	20.00	
08/06/2024	INVOICE	242598	USED TIRE	230.00	
08/06/2024	INVOICE	242573	2 - TIRES, 3 REPAIRS	992.78	
08/06/2024	INVOICE	218029	REPAIR	100.00	
			Total:	2,121.28	
			Net of 8 Invoices / 0 Checks	2,121.28	
00999 08/06/2024	TITAN MACHINERY INC-OMAHA INVOICE	S00087453	CASE 621G - DEF CODES	185.82	
			Total:	185.82	
			Net of 1 Invoices / 0 Checks	185.82	
10589 08/06/2024	TK ELEVATOR CORPORATION INVOICE	1000619565	MAINTENANCE INVOICE	248.20	
			Total:	248.20	
			Net of 1 Invoices / 0 Checks	248.20	
10412 08/06/2024	TRITECH SOFTWARE SYSTEMS INVOICE	414228	PUBLIC ADMINISTRATION CONSULTING SERVICES	405.00	
08/06/2024	INVOICE	416030	FIELD TRAINING ONLINE ANNUAL SUBSCRIPTION F	4,099.32	
			Total:	4,504.32	
			Net of 2 Invoices / 0 Checks	4,504.32	
00550 08/06/2024	TRUCK CENTER COMPANIES INVOICE	RA111006039:01	#20 - REPLACE - NOX SENSOR	1,188.41	
08/06/2024	INVOICE	XA111042050:01	HARNESS-RIGHT ANGEL, AIR BRAKE	30.75	
08/06/2024	INVOICE	XA111042307:01	RECEPTACLE-7 PIN, SOCKET BOOT	18.13	
08/06/2024	INVOICE	XA111041698:01	HOSE-COOLANT, CLAMP, 50/50 OAT ELC GALLON J	216.10	
08/06/2024	INVOICE	RA111006007:01	#20-WIRING HARNESS, VALVE ASSEMBLY METERING	3,690.68	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	5,144.07	
			Net of 5 Invoices / 0 Checks	5,144.07	
11068	TRUE AG & TURF LLC				
08/06/2024	INVOICE	P01997	SPRING	30.53	
08/06/2024	INVOICE	P01998	WDMT, CASTER	179.19	
			Total:	209.72	
			Net of 2 Invoices / 0 Checks	209.72	
00357	TURFWERKS				
08/06/2024	INVOICE	OI56816	BREATHER	121.64	
08/06/2024	INVOICE	OI56812A	SEAT PLATE	32.71	
08/06/2024	INVOICE	OI56839	TIRE, STUD, NUT	299.01	
08/06/2024	INVOICE	OI56812	TIRE	276.75	
			Total:	730.11	
			Net of 4 Invoices / 0 Checks	730.11	
10298	TY'S OUTDOOR POWER & SERVICE				
08/06/2024	INVOICE	295134	SPACER, AXLE, BEARING	861.17	
			Total:	861.17	
			Net of 1 Invoices / 0 Checks	861.17	
00289	UNION PACIFIC RAILROAD CO				
08/06/2024	INVOICE	333933012	LEASE: PUBLIC/PRIVATE PARKING	3,234.62	
			Total:	3,234.62	
			Net of 1 Invoices / 0 Checks	3,234.62	
00298	UPS STORE				
08/06/2024	INVOICE	MMY607T1TAHG9	SHIPPING - UNIT #28	17.72	
08/06/2024	INVOICE	MMY607TUVV8M6	SHIPPING	24.83	
			Total:	42.55	
			Net of 2 Invoices / 0 Checks	42.55	
00664	UTILITY SERVICE CO INC				
08/06/2024	INVOICE	606880	606881, 606882, 606883 QUARTERLY TANK & TOWI	22,897.08	
			Total:	22,897.08	
			Net of 1 Invoices / 0 Checks	22,897.08	
02045	VAN WALL EQUIPMENT INC				
08/06/2024	INVOICE	6303431	SWITCH, V-BELT, GASKET, O-RING, THERMOSTAT,	384.08	
			Total:	384.08	
			Net of 1 Invoices / 0 Checks	384.08	
11146	VANDENBERG ELE & COMMUNICATIONS LLC				
08/06/2024	INVOICE	8091	BRADSHAW BALLFIELD LIGHTS	135.00	
			Total:	135.00	
			Net of 1 Invoices / 0 Checks	135.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10961 08/06/2024	VERIZON INVOICE	378000065851	GPS UNITS	45.85	
			Total:	45.85	
			Net of 1 Invoices / 0 Checks	45.85	
01181 08/06/2024	VERIZON WIRELESS INVOICE	9970093389	CELL PHONE JUN 27 - JUL 26	80.02	
08/06/2024	INVOICE	9970093388	CELL PHONE JUN 27 - JUL 26 - ELLEY COFFIN	42.90	
08/06/2024	INVOICE	9970042186	CELL PHONE JUN 27 - JUL 26	605.32	
08/06/2024	INVOICE	9970093387	CELL PHONE JUN 27 - JUL 26	1,836.56	
			Total:	2,564.80	
			Net of 4 Invoices / 0 Checks	2,564.80	
10286 08/06/2024	WAYNE PUBLIC LIBRARY INVOICE	1	DAMAGED BOOK	15.00	
			Total:	15.00	
			Net of 1 Invoices / 0 Checks	15.00	
03302 08/06/2024	WEMHOFF REFRIGERATION INC INVOICE	16358	LABOR	233.75	
			Total:	233.75	
			Net of 1 Invoices / 0 Checks	233.75	
10785 08/06/2024	WITMER PUBLIC SAFETY GROUP INC INVOICE	INV515764	3 - BADGES	307.56	
			Total:	307.56	
			Net of 1 Invoices / 0 Checks	307.56	
00215 08/06/2024	ZIMCO SUPPLY CO INVOICE	196399	TURF RX FAIRWAY, ARMOR TECH PGR	1,629.00	
			Total:	1,629.00	
			Net of 1 Invoices / 0 Checks	1,629.00	
			invoices and 0 checks for 162 vendors:	1,657,594.84	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
103221	SUPERIOR PLANT RENTALS LLC	07/15/2024	08/06/2024	5,388.20	5,388.20	Open	N
103239	PETE LIEN & SONS INC.	07/08/2024	08/06/2024	7,280.13	7,280.13	Open	N
103268	HAWKINS INC	07/08/2024	08/06/2024	5,373.58	5,373.58	Open	N
103508	AQUA-CHEM INC	07/19/2024	08/06/2024	5,601.30	5,601.30	Open	N
103518	HAWKINS INC	07/11/2024	08/06/2024	8,434.73	8,434.73	Open	N
103583	120 WATER INC	07/24/2024	08/06/2024	5,250.00	5,250.00	Open	N
103584	120 WATER INC	07/24/2024	08/06/2024	5,250.00	5,250.00	Open	N
103585	120 WATER INC	07/24/2024	08/06/2024	5,250.00	5,250.00	Open	N
103640	ROSENDAHL SCOT	05/07/2024	08/06/2024	6,800.00	6,800.00	Open	N
103677	PETE LIEN & SONS INC.	07/29/2024	08/06/2024	7,066.30	7,066.30	Open	N

# of Invoices: 10 # Due: 10

# of Credit Memos: 0 # Due: 0

Totals: 61,694.24 61,694.24

Totals: 0.00 0.00

Net of Invoices and Credit Memos: 61,694.24 61,694.24

--- TOTALS BY FUND ---

100 - GENERAL FUND	5,601.30	5,601.30
240 - HOUSING REHAB & LOANS	6,800.00	6,800.00
500 - UTILITY SERVICE	19,734.63	19,734.63
520 - WATER	29,558.31	29,558.31

--- TOTALS BY DEPT/ACTIVITY ---

151 - PAWNEE PLUNGE WATER PARK	5,601.30	5,601.30
245 - CDBG GRANTS	6,800.00	6,800.00
501 - WASTEWATER TREATMENT FAC	19,734.63	19,734.63
520 - WATER	29,558.31	29,558.31

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	LADIES SOFT SHELL, 1/2 ZIP PULLOVER - C	117.00	
100-100-53200	PROFESSIONAL SERVICES	KIRKHAM MICHAEL & ASSOCIAT	COLUMBUS 2024 BRIDGE INSPECTIONS	2,080.00	
100-100-53200	PROFESSIONAL SERVICES	REMBOLT LUDTKE LLP	LABOR & EMPLOYMENT ISSUES	126.00	
100-100-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	22.24	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	65.42	
100-100-54310	BUILDING MAINTENANCE	KINGS III OF AMERICA LLC	VIDEO MONITORING, ELEVATOR PHONES 8/01/	280.50	
100-100-54310	BUILDING MAINTENANCE	MENARDS	PICTURE HANGER, STEEL BLANK PLATE	7.74	
100-100-54510	BUILDING RENTAL/LEASE	UNION PACIFIC RAILROAD CO	LEASE: PUBLIC/PRIVATE PARKING	3,234.62	
100-100-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	GORILLA CLR GRIP, ELECTRICAL TAPE	15.18	
100-100-56010	SUPPLIES	COFFIN ELLEY	REIMBURSE - HOBBY LOBBY PLANTS FOR LOBE	312.34	
100-100-56010	SUPPLIES	SHEVLIN SUPPLY	LINERS, BATH TISSUE, MULTI FOLD TOWELS	147.91	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	ACRYLIC NAME PLATES	76.25	
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL & WATER STATEMENTS	92.10	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT FINANCE USA, INC.	POSTAGE	1,000.00	
100-100-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26 - ELLEY COFF	368.84	
100-100-57200-24029	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	VITALITY VILLAGE SUBDIVISION & COMM BLI	111,384.00	
100-100-57510-19009	CAPITAL-EQUIPMENT	RVW INC	2024 FIBER PROJECT ASSISTANCE	15,314.37	
100-100-57510-19009	CAPITAL-EQUIPMENT	SECURITY EQUIPMENT INC	PEDESTRIAN WALKING BRIDGE - PILLAR MOUN	3,902.67	
100-100-57510-19009	CAPITAL-EQUIPMENT	SIRIUS COMPUTER SOLUTIONS	PARKS WIFI PHASE 2 HARDWARE & SERVICES	625.92	
Total For Dept 100 GENERAL ADMINISTRATION				139,173.10	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	25.15	
100-102-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	42.90	
Total For Dept 102 COLUMBUS AREA TRANSIT				68.05	
Dept 103 COLUMBUS SENIOR CENTER					
100-103-52710-III-B	EMPLOYEE RECRUITMENT/RETENTION	LASKA PATTY	MILEAGE - NENAAA RIBBON CUTTING/GRAND C	31.18	
100-103-52710-III-C	EMPLOYEE RECRUITMENT/RETENTION	LASKA PATTY	MILEAGE - NENAAA RIBBON CUTTING/GRAND C	31.18	
100-103-56010-III-C	SUPPLIES	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	54.47	
100-103-56010-III-C	SUPPLIES	SUPER SAVER	GROCERIES	10.90	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	54.46	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES	178.86	
100-103-56400-III-B	PROGRAMS	CAPITAL ONE - WALMART	DAISY PICK, PONCHO, BOTTLE OPENER, NCAF	206.95	
Total For Dept 103 COLUMBUS SENIOR CENTER				568.00	
Dept 105 FINANCE					
100-105-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	85.80	
Total For Dept 105 FINANCE				85.80	
Dept 107 MAYOR/COUNCIL					
100-107-55800	TRAVEL	SCHILLING RON	REIMBURSE MILEAGE & MEAL - LINCOLN CONE	117.91	
Total For Dept 107 MAYOR/COUNCIL				117.91	
Dept 108 HUMAN RESOURCES					
100-108-52710	EMPLOYEE RECRUITMENT/RETENTION	HR DIRECT	POSTER GUARD 1 YEAR STATE/FED/LOCAL	94.99	
Total For Dept 108 HUMAN RESOURCES				94.99	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	CAPITAL ONE - WALMART	FOAM CUPS, FACE TISSUE, DISINFECTANT	10.52	
100-110-52700	TRAINING AND TUITION	CONSOLIDATED MANAGEMENT CO	MEALS - MAGDALENO	45.65	
100-110-52700	TRAINING AND TUITION	NEBRASKA LAW ENFORCEMENT	MAGDALENO, JORGE - LODGING	50.00	
100-110-52700	TRAINING AND TUITION	PETTY CASH	PETTY CASH	74.54	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 08/06/2024 - 08/06/2024  
 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					
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	NEBRASKA LAW ENFORCEMENT	TABE TEST FEE - MENDOZA	19.50	
100-110-52800	UNIFORMS	GALLS LLC	DOUBLE MAG POUCH	103.91	
100-110-52810	UNIFORMS-QUARTERMASTER	GUNSLINGERS LLC	LWRC BALCK DI RIFLE - DREIFURST QM	2,560.00	
100-110-52810	UNIFORMS-QUARTERMASTER	PERFORMANCE PRINTING INC	BUSINESS CARDS - MEISINGER QM	89.00	
100-110-53200	PROFESSIONAL SERVICES	COLUMBUS COMMUNITY HOSPITAL	LAB	26.00	
100-110-53200	PROFESSIONAL SERVICES	CONNER PSYCHOLOGICAL SERV	CONSULTATION	520.00	
100-110-53200	PROFESSIONAL SERVICES	NEBRASKA PUBLIC HEALTH	BLOOD ALCOHOL	105.00	
100-110-54320	EQUIPMENT MAINTENANCE	ELECTRONIC ENGINEERING	3 - ANTENNAS	331.85	
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	LOF, BRAKES PADS & ROTORS VIN #8537	4,269.54	
100-110-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	WIPER BLADES	83.94	
100-110-54330	VEHICLE MAINTENANCE	PETTY CASH	PETTY CASH	45.00	
100-110-54380	MAINTENANCE AGREEMENTS	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	307.20	
100-110-54380	MAINTENANCE AGREEMENTS	TK ELEVATOR CORPORATION	MAINTENANCE INVOICE	248.20	
100-110-55200	INSURANCE	LARM (LEAGUE ASSOCIATION)	AUTO LIABILITY & PHYSICAL DAMAGE - POLI	307.73	
100-110-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	CUTTER BUG KILLER	28.00	
100-110-56010	SUPPLIES	CAPITAL ONE - WALMART	FOAM CUPS, FACE TISSUE, DISINFECTANT	47.71	
100-110-56010	SUPPLIES	MENARDS	WHIRLPOOL FILTER	59.98	
100-110-56040	POSTAGE AND FREIGHT	PETTY CASH	PETTY CASH	17.55	
100-110-56040	POSTAGE AND FREIGHT	PROJECT LIFESAVER INTERNA	WARRANTY & REPAIR SHIPPING	19.75	
100-110-56190	PERSONAL PROTECTIVE SUPP	KIESLER POLICE SUPPLY	PEPPERBALLS	918.65	
100-110-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	85.80	
Total For Dept 110 POLICE				10,375.02	
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	BUSCH EQUIPMENT COMPANY LI	BLOWER OIL	59.34	
100-120-52800	UNIFORMS	GALLS LLC	UNIFORMS	349.62	
100-120-54310	BUILDING MAINTENANCE	MENARDS	2 - US FLAGS	83.44	
100-120-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 424 E 8TH ST	67.12	
100-120-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BLUE -20 WWF	4.99	
100-120-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	BATTERY	107.74	
100-120-56010	SUPPLIES	IMS ALLIANCE	NAME TAGS	19.15	
100-120-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	20.36	
100-120-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	87.50	
100-120-56030	CLEANING SUPPLIES/SERVICE	HD SUPPLY	LIQUID DETERGENT	188.51	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	69.85	
100-120-56210	NATURAL GAS	ACE HARDWARE & GARDEN CNT	PROPANE	21.56	
100-120-56240	TELEPHONE	ALLO COMMUNICATONS	TELEPHONE - SOUTH FIRE STATION 7/24 - 8	32.95	
100-120-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	302.66	
100-120-57510-24011	CAPITAL-EQUIPMENT	WITMER PUBLIC SAFETY GROU	3 - BADGES	307.56	
Total For Dept 120 FIRE				1,722.35	
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	BLS RENEWAL COURSE - BORER, VAUGHN	63.00	
100-121-52800	UNIFORMS	GALLS LLC	UNIFORMS	349.61	
100-121-54310	BUILDING MAINTENANCE	MENARDS	2 - US FLAGS	83.44	
100-121-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 424 E 8TH ST	67.12	
100-121-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BLUE -20 WWF	4.99	
100-121-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	BATTERY	107.75	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	VACUUM SPLINT	915.94	
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPIT	PHARMACY	2,898.35	
100-121-56010	SUPPLIES	TELEFLEX LLC	EZ-IO 45MM NEEDLES	562.50	
100-121-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	20.35	
100-121-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	87.50	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 121 RESCUE					
100-121-56030	CLEANING SUPPLIES/SERVICE	HD SUPPLY	LIQUID DETERGENT	188.51	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	69.82	
100-121-56190	PERSONAL PROTECTIVE SUPP	BOUND TREE MEDICAL LLC	GLOVES, SOFT STRETCHER	497.80	
100-121-56210	NATURAL GAS	ACE HARDWARE & GARDEN CNT	PROPANE	21.55	
100-121-56240	TELEPHONE	ALLO COMMUNICATIONS	TELEPHONE - SOUTH FIRE STATION 7/24 - 8	32.94	
100-121-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	302.66	
Total For Dept 121 RESCUE				6,273.83	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	RIVERSIDE PORTABLES LLC	PORTABLE RESTROOM - FIRE TRAINING TOWEF	105.00	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				105.00	
Dept 130 LIBRARY					
100-130-52700	TRAINING AND TUITION	HOPKINS JERI KAY	ALA ANNUAL CONFERENCE-MEALS, CABS & MII	459.26	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	NON DOT DRUG SCREEN & TESTING	490.00	
100-130-53400-MAKRS	COMPUTER SUPPORT/MAINT	EAKES OFFICE SOLUTIONS	REPAIR POSTER PRINTER	247.53	
100-130-54320-PATRN	EQUIPMENT MAINTENANCE	ENVISIONWARE, INC	PROFESSIONAL SERVICES TO DATE FOR INSTP	2,535.00	
100-130-55400	ADVERTISING AND PROMOTION	LINCOLN JOURNAL STAR	ADVERTISING	230.36	
100-130-56010-BUILD	SUPPLIES	SHEVLIN SUPPLY	LINERS, BATH TISSUE, MULTI FOLD TOWELS	147.91	
100-130-56010-MTRLS	SUPPLIES	DEMCO INC	CLEAR GLOSSY LABEL PROTECTORS	96.91	
100-130-56010-STAFF	SUPPLIES	CAPITAL ONE - WALMART	DRINKING WATER, DISH WASHING SOAP	5.88	
100-130-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	94.20	
100-130-56040-ILILO	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	LIBRARY/MEDIA MAIL	714.42	
100-130-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	42.90	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	INTERNET 08/01 - 08/31	209.95	
100-130-56400-ADULT	PROGRAMS	QUINN JEFF	MAGIC SHOW - JULY 21ST 2024	300.00	
100-130-56400-CHSRP	PROGRAMS	KINNISON GRETTA	2 DOZEN EGGS	3.37	
100-130-56400-CHSRP	PROGRAMS	OMAHA CHILDREN'S MUSEUM	SPACE: IT'S OUT OF THIS WORLD PROGRAM	379.00	
100-130-56400-SRPIC	PROGRAMS	BREWSTER CLINTON JAMES	CATERING LIBRARY SUMMER READING PICNIC	960.00	
100-130-56400-YASRP	PROGRAMS	CAPITAL ONE - WALMART	PUNCH, COOKIES, FROSTING, KITKATS, SKIT	215.35	
100-130-56400-YASRP	PROGRAMS	HEATH AMANDA	EARTHEN ARTISTRY - HENNA	400.00	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD'S	140.01	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	CENTER POINT LARGE PRINT	MATERIALS	167.19	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	MATERIALS	559.47	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	2,132.58	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVD'S	96.70	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	1,128.22	
100-130-56410-REPLC	BOOKS AND PUBLICATIONS	WAYNE PUBLIC LIBRARY	DAMAGED BOOK	15.00	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	LINCOLN JOURNAL STAR	52 WEEK SUBSCRIPTION	771.00	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	452.62	
Total For Dept 130 LIBRARY				12,994.83	
Dept 140 CEMETERY					
100-140-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	REPAIR	20.00	
100-140-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	INSECT REPELLANT	45.45	
100-140-56010	SUPPLIES	BOMGAARS	WATER	30.73	
100-140-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	42.90	
Total For Dept 140 CEMETERY				139.08	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-53200	PROFESSIONAL SERVICES	CENTER FOR MUNICIPAL SOLUJ	CORNHUSKER PUBLIC POWER 23169 235TH AVE	675.00	
100-145-53400	COMPUTER SUPPORT/MAINT	BS&A SOFTWARE	SERVICE FEE FOR ONLINE PERMIT APPLICATI	490.00	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	BUSINESS CARD HOLDER	3.89	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 145 COMMUNITY DEVELOPMENT					
100-145-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	214.50	
Total For Dept 145 COMMUNITY DEVELOPMENT				1,383.39	
Dept 150 PARKS					
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	77.66	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	RSTP IE OB	209.83	
100-150-54310	BUILDING MAINTENANCE	COLUMBUS PLUMBING COMPANY	2 - KOHLER BOWLS, BLACK SEAT	606.00	
100-150-54310	BUILDING MAINTENANCE	SCHIEFFER SIGNS INC	4 - PROHIBITED SIGNS	208.00	
100-150-54310	BUILDING MAINTENANCE	VANDENBERG ELE & COMMUNIC	BRADSHAW BALLFIELD LIGHTS	135.00	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	XL HIGH CAPACITY V-BELT	50.94	
100-150-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	HOSE, GATES STEM, GREASE BUSTER	127.53	
100-150-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	PICCO SLIM LOOP	379.25	
100-150-54320	EQUIPMENT MAINTENANCE	TURFWERKS	SEAT PLATE	608.47	
100-150-54330	VEHICLE MAINTENANCE	ACE HARDWARE & GARDEN CNT	PHONE CORD, GREASE	42.14	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	OIL FILTER, PM 10W30 SYN, GLOVES, GREAS	192.82	
100-150-54330	VEHICLE MAINTENANCE	REARDON LAWN & GARDEN INC	CREDIT - OPTI-2 1.8 OZ	(156.00)	
100-150-54330	VEHICLE MAINTENANCE	TURFWERKS	BREATHER	121.64	
100-150-54490	IRRIGATION MAINTENANCE	KELLY SUPPLY COMPANY	PVC FLO-SPAN COUP, COUP S X S	137.26	
100-150-54490	IRRIGATION MAINTENANCE	MUELLER SPRINKLERS	2 - BELTS	273.88	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	ACE HARDWARE & GARDEN CNT	DRAIN SPADE	119.96	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	COLUMBUS HIGH SCHOOL	1/3 SHARE- FINISHLYNX EQUIPMENT, DELL I	677.33	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	REARDON LAWN & GARDEN INC	IGNITION MODULE	68.99	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	GORILLA TAPE	27.74	
100-150-56010	SUPPLIES	BOMGAARS	OIL BOOSTER	29.99	
100-150-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	3 CASES WAGON WHEEL TOILET PAPER	203.85	
100-150-56010	SUPPLIES	MENARDS	1/4 QC X 1/4 M ADAPTER	9.99	
100-150-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CLIPBOARD	3.69	
100-150-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	30.06	
100-150-56300	FOOD COSTS	CAPITAL ONE - WALMART	MUSTARD, RELISH, KETCHUP, BUNS, HOTDOGS	306.60	
100-150-56300	FOOD COSTS	COLUMBUS YOUTH SOFTBALL AS	CONCESSIONS INVENTORY	523.93	
100-150-56400	PROGRAMS	MOTION PICTURE LICENSING (MPLC	UMBRELLA LICENSE 8/16/2024 TO 8/15	1,099.08	
100-150-56400	PROGRAMS	RIVERSIDE PORTABLES LLC	PORTABLE RESTROOM - FRANKFORT SQUARE	525.00	
100-150-56400	PROGRAMS	THE MUSIC BINGO PEOPLE	ENTERTAINMENT	400.00	
100-150-57200-23016	CAPITAL-LAND & BUILDINGS	MID-STATE ENGINEERING & TR	PAWNEE PARK BASEBALL FIELD IMPROVEMENTS	3,020.00	
100-150-57300-23012	CAPITAL-NEW CONSTRUCTION	BVH ARCHITECTURE	MEMORIAL STADIUM RENOVATION	35,140.23	
Total For Dept 150 PARKS				45,200.86	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-53200	PROFESSIONAL SERVICES	JACKSON SERVICES INC	TEA TOWELS, BAR MOPS	30.89	
100-151-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	PUSH THRU ADAPTER	39.48	
100-151-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	OIL KOHLER SAE 30	23.97	
100-151-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	O-RING	7.48	
100-151-56010	SUPPLIES	CAPITAL ONE - WALMART	SAFETY PINS, ELASTICS, RIBBON, COPY PAE	95.81	
100-151-56030	CLEANING SUPPLIES/SERVICE	ACE HARDWARE & GARDEN CNT	TOILET BOWL CLEANER	47.88	
100-151-56030	CLEANING SUPPLIES/SERVICE	CAPITAL ONE - WALMART	BEACH TOWELS, TOILET BRUSH, AIRHEADS	14.91	
100-151-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	TEA TOWELS, BAR MOPS	30.92	
100-151-56030	CLEANING SUPPLIES/SERVICE	MENARDS	AJAX	7.94	
100-151-56030	CLEANING SUPPLIES/SERVICE	SHEVLIN SUPPLY	CENTER PULL TOWELS, SHAMPOO, HAND SOAP,	655.98	
100-151-56060	CHEMICALS	AQUA-CHEM INC	CHEMICALS	6,880.70	
100-151-56130	SUPPLIES FOR RESALE	CAPITAL ONE - WALMART	BEACH TOWELS, RIBBON, SWIM TOYS, DRYING	207.48	
100-151-56130	SUPPLIES FOR RESALE	THE LIFEGUARD STORE	GOOGLES, RISE HEAD IMMOBILIZER REPLACEN	166.14	
100-151-56300	FOOD COSTS	CAPITAL ONE - WALMART	FUN POPS, TRASH BAGS, AIRHEADS	157.57	
100-151-56300	FOOD COSTS	HADLEY-BRAITHWAIT COMPANY	CONCESSIONS - PLUNGE	866.40	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-56300	FOOD COSTS	MAHASKA	COLD BREW	135.60	
				9,369.15	
Total For Dept 151 PAWNEE PLUNGE WATER PARK					
Dept 152 AQUATIC CENTER POOL					
100-152-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	LED 48" 2 PACK	115.91	
100-152-54310	BUILDING MAINTENANCE	RENSENHOUSE	ELTRN BL	17.10	
100-152-54310	BUILDING MAINTENANCE	SCP DISTRIBUTORS LLC	STEP TREAD, 4"X28" SELF ADHESIVE	1,128.88	
100-152-54520	EQUIPMENT RENTAL/PURCHASE	THE LIFEGUARD STORE	GOOGLES, RISE HEAD IMMOBILIZER REPLACEM	114.00	
100-152-56130	SUPPLIES FOR RESALE	THE LIFEGUARD STORE	GOOGLES, RISE HEAD IMMOBILIZER REPLACEM	150.00	
100-152-56200	TEACHING SUPPLIES	CAPITAL ONE - WALMART	BEACH TOWELS, RIBBON, SWIM TOYS, DRYING	44.96	
				1,570.85	
Total For Dept 152 AQUATIC CENTER POOL					
Dept 155 VAN BERG GOLF COURSE					
100-155-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	6G-6MP, MISCELLANEOUS	12.84	
100-155-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	WHEEL & TIRE ASSY	140.99	
100-155-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	SWITCH, V-BELT, GASKET, O-RING, THERMOS	384.08	
100-155-54490	IRRIGATION MAINTENANCE	ACE HARDWARE & GARDEN CNT	NIPPLE, COUPLING	29.90	
100-155-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	PAPER TOWELS, METHOD HAND GEL	64.06	
				631.87	
Total For Dept 155 VAN BERG GOLF COURSE					
Dept 156 QUAIL RUN GOLF COURSE					
100-156-54310	BUILDING MAINTENANCE	NOVICKI FIRE PREVENTION SE	YEARLY INSPECTION	208.50	
100-156-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	WIRE BRAID HOSE	147.30	
100-156-54320	EQUIPMENT MAINTENANCE	SILVER PRESSURE SERVICE LI	PUMP, UNLOADER	565.00	
100-156-54350	GOLF CART/COURSE MAINT	NEBRASKA GOLF & TURF INC	CANOPY SUPPORT, BUSCKLE BAG	1,130.30	
100-156-54490	IRRIGATION MAINTENANCE	MIDWEST TURF & IRRIGATION	2 - COMPRESSOR 1/2HP	2,890.87	
100-156-54520	EQUIPMENT RENTAL/PURCHASE	MR GOLF CAR INC	RENTAL/TOURNAMENT CARS 6/29/24	960.00	
100-156-55400	ADVERTISING AND PROMOTION	ALPHAMEDIA USA LLC	ADVERTISING	1,500.00	
100-156-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	SPRAY PAINT	51.54	
100-156-56010	SUPPLIES	BOMGAARS	GREASE, TIRE GAUGE, BRAKLEEN	121.77	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	80.66	
100-156-56070	FERTILIZER	ZIMCO SUPPLY CO	TURF RX FAIRWAY, ARMOR TECH PGR	1,629.00	
100-156-56110	PRO-SHOP SUPPLIES	HADLEY-BRAITHWAIT COMPANY	CENTER PULL TOWELS, TOILET PAPER	99.90	
100-156-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	144.32	
				9,529.16	
Total For Dept 156 QUAIL RUN GOLF COURSE					
				239,403.24	
Total For Fund 100 GENERAL FUND					
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	632.83	
200-200-54310	BUILDING MAINTENANCE	BULLSEYE FIRE SPRINKLER IN	FIRE SPRINKLER INSPECTION	115.00	
200-200-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	TRAILER REFLECT KIT	114.59	
200-200-54320	EQUIPMENT MAINTENANCE	BOMGAARS	HITCH PINS, AIR HOSE	241.10	
200-200-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	DIRT SHOE RUNNER, TUBE BROOM	1,614.58	
200-200-54320	EQUIPMENT MAINTENANCE	PLATTE COUNTY	SIREN #12 48TH ST/33RD AVE - 10% SHARE	3,214.95	
200-200-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	REPAIR	100.00	
200-200-54320	EQUIPMENT MAINTENANCE	TRUE AG & TURF LLC	SPRING	209.72	
200-200-54450	STREET MAINTENANCE	ACE HARDWARE & GARDEN CNT	COUPL INSERT	15.26	
200-200-54450	STREET MAINTENANCE	GEHRING CONSTRUCTION &	18TH STREET & 39TH AVE	1,630.74	
200-200-54450	STREET MAINTENANCE	GERHOLD CONCRETE COMPANY	23RD AVE & 20TH ST	210.22	
200-200-54450	STREET MAINTENANCE	MENARDS	DURAWEB GEOTEXTILE	736.19	
200-200-54450	STREET MAINTENANCE	MID-NE REPAIR & CONSTRUCTI	REPAIR DAMAGED MAILBOX AT 3181 38TH AVE	1,290.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-54450	STREET MAINTENANCE	SHERWIN-WILLIAMS CO	CREDIT - CONT GHT W/RAC	36.33	
200-200-54450	STREET MAINTENANCE	T-BONE PD LLC	PROPANE	119.96	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	STIHL CHAIN 12"	135.93	
200-200-56010	SUPPLIES	BOMGAARS	BULK BOLTS	96.41	
200-200-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	TOWELS, LINERS, CENTER PULL TOWELS	129.82	
200-200-56010	SUPPLIES	GREAT PLAINS BUILDING SUPPL	4 - 2X4-16 SPF	76.02	
200-200-56010	SUPPLIES	MENARDS	BLUE SPADE TERM, 8" LN MULTIPURPOSE	21.89	
200-200-56090	SMALL TOOLS	ACE HARDWARE & GARDEN CNT	BAR 12" SLIM	36.99	
200-200-56120	TRAFFIC SIGNS	GENERAL TRAFFIC CONTROLS I	REPAIRED FLEX-S CONTROLLER	675.00	
200-200-56120	TRAFFIC SIGNS	NEWMAN SIGNS INC.	SIGNS	548.20	
200-200-56190	PERSONAL PROTECTIVE SUPP	MENARDS	REPLACEMENT CAR, 3M QL RES	70.46	
200-200-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	114.73	
200-200-57300-20070	CAPITAL-NEW CONSTRUCTION	GRANVILLE CUSTOM HOMES, IN	REIMBURSEMENT - R21-97 CONSTRUCTION OF	25,511.22	
200-200-57300-20071	CAPITAL-NEW CONSTRUCTION	MID-STATE ENGINEERING & TE	COMMUNITY BUILDING SOUTH PARKING	270.00	
Total For Dept 200 STREETS				37,968.14	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	95.00	
200-202-56010	SUPPLIES	BOMGAARS	FASTENERS, BULK BOLTS, TORCH KIT	65.86	
200-202-56090	SMALL TOOLS	BOMGAARS	JAWS, VISE GRIPS	59.96	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	OIL FILTER	411.06	
200-202-56130	SUPPLIES FOR RESALE	BAUER BUILT TIRE	TIRES	1,915.00	
200-202-56130	SUPPLIES FOR RESALE	CHROME N' STEEL TRUCK & TR	WHEEL SEAL, LUG NUT, BRAKE SHOES	226.72	
200-202-56130	SUPPLIES FOR RESALE	FULL THROTTLE TRUCK &	AIR SPRING	249.41	
200-202-56130	SUPPLIES FOR RESALE	GRABTEC	TORQUE TUBE	989.00	
200-202-56130	SUPPLIES FOR RESALE	HTR INC./KLUTE TRUCK EQUIP	CAP PLUG, UPPER FLEX ARM, MOTOR MOUNT,	228.70	
200-202-56130	SUPPLIES FOR RESALE	INTERSTATE BATTERY SYSTEM	BATTERIES	546.82	
200-202-56130	SUPPLIES FOR RESALE	JOHN DEERE FINANCIAL	FUEL PUMP	70.35	
200-202-56130	SUPPLIES FOR RESALE	KELLY SUPPLY COMPANY	GATES STEM	147.15	
200-202-56130	SUPPLIES FOR RESALE	KULA'S EXHAUST & REPAIR LI	PIPE	143.70	
200-202-56130	SUPPLIES FOR RESALE	LAWSON PRODUCTS	CUT-OFF WHEEL	26.52	
200-202-56130	SUPPLIES FOR RESALE	TY'S OUTDOOR POWER & SERV	SPACER, AXLE, BEARING	861.17	
200-202-56130	SUPPLIES FOR RESALE	UPS STORE	SHIPPING - UNIT #28	42.55	
Total For Dept 202 MECHANICS SHOP				6,078.97	
Total For Fund 200 STREETS/ENGINEERING				44,047.11	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-54320	EQUIPMENT MAINTENANCE	H2 EQUIPMENT LLC	WIRE BRAID HOSE	58.57	
205-205-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	SPIN ON FILTER	73.51	
205-205-54470	FSS BUILDING MAINTENANCE	ELLER HEATING AIR CONDITIO	TELECOMMUNICATIONS ROOM-REPLACED CONTR	811.39	
205-205-56010	SUPPLIES	BOMGAARS	SWIVEL COUPLER, PIPE NIPPLE, GREASE	64.17	
205-205-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	85.80	
Total For Dept 205 AIRPORT				1,093.44	
Total For Fund 205 AIRPORT				1,093.44	
Fund 211 1/2 CENT SALES TAX					
Dept 000					
211-000-22527	SALES TAX BONDS	BOKF NA	SALES TAX REVENUE BONDS (POLICE & FIRE	660,000.00	
Total For Dept 000				660,000.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 211 1/2 CENT SALES TAX					
Dept 211 1/2 CENT SALES TAX					
211-211-59020	INTEREST AND FISCAL FEES	BOKF NA	SALES TAX REVENUE BONDS (POLICE & FIRE	233,768.75	
Total For Dept 211 1/2 CENT SALES TAX				233,768.75	
Total For Fund 211 1/2 CENT SALES TAX				893,768.75	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	TRITECH SOFTWARE SYSTEMS	FIELD TRAINING ONLINE ANNUAL SUBSCRIPTI	4,099.32	
220-220-52800	UNIFORMS	COLUMBUS CUSTOM EMBROIDERY	POLOS	580.00	
220-220-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	TONER CARTRIDGE, PAPER	490.77	
220-220-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	1,356.79	
220-220-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	122.92	
220-220-57510-24028	CAPITAL-EQUIPMENT	RFCC	CONSULTING FEE-PUBLIC SAFETY RADIO SYSD	500.00	
220-220-57510-24028	CAPITAL-EQUIPMENT	RVW INC	PLATTE COUNTY TOWER FIBER PROJECT	2,729.79	
Total For Dept 220 E911				9,879.59	
Total For Fund 220 COMMUNICATIONS - E911				9,879.59	
Fund 240 HOUSING REHAB & LOANS					
Dept 245 CDBG GRANTS					
240-245-56780	HOUSING LOANS & ADMIN	REEDER'S 11TH ST PUB & GR	NENEDD AWARD FOR IMPROVEMENTS	576.00	
240-245-56780	HOUSING LOANS & ADMIN	ROSENDAHL SCOT	NENEDD AWARD FOR IMPROVEMENTS	6,800.00	
Total For Dept 245 CDBG GRANTS				7,376.00	
Total For Fund 240 HOUSING REHAB & LOANS				7,376.00	
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	CSX-1	ADKISSON CASEY	UB refund for account: 100-11430-01	254.08	
Total For Dept 000				254.08	
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	NEBRASKA DEPT OF ENVIRONME	WWTF OPERATOR CERTIFICATION	150.00	
500-500-52700	TRAINING AND TUITION	NWEA	CERTIFICATION TRAINING - GRADE 1-2 LINC	550.00	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	419.39	
500-500-54310	BUILDING MAINTENANCE	BULLSEYE FIRE SPRINKLER IN	FIRE SPRINKLER INSPECTION	115.00	
500-500-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	GATES HYD HOSE, GATES STEM	97.89	
500-500-54320	EQUIPMENT MAINTENANCE	LAKEVIEW SMALL ENGINE INC	HYDRO BELT	503.39	
500-500-54320	EQUIPMENT MAINTENANCE	MENARDS	RUBBER STOPPERS	23.06	
500-500-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	15.00	
500-500-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	CAP PVC	41.25	
500-500-54390	SYSTEM MAINTENANCE	BOMGAARS	SCREW, GATE HINGE	43.97	
500-500-54390	SYSTEM MAINTENANCE	TRITECH SOFTWARE SYSTEMS	PUBLIC ADMINISTRATION CONSULTING SERVIC	202.50	
500-500-55900	MISCELLANEOUS	EAKES OFFICE SOLUTIONS	TOWELS, LINERS, CENTER PULL TOWELS	103.17	
500-500-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	BATH TISSUE	26.65	
500-500-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PERFED PAPER, LETTER PAPER	642.16	
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL & WATER STATEMENTS	2,245.23	
500-500-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	190.98	
500-500-57200-24029	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	VITALITY VILLAGE SUBDIVISION & COMM BLD	13,923.00	
500-500-57300-20093	CAPITAL-NEW CONSTRUCTION	BENESCH ALFRED & COMPANY	PRELIMINARY DESIGN MEETING & CONCEPT LP	2,073.27	
Total For Dept 500 WASTEWATER COLLECTION				21,365.91	
Dept 501 WASTEWATER TREATMENT FAC					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	MARTY EATON	707.70	
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	288.68	
500-501-54320	EQUIPMENT MAINTENANCE	ANDRITZ SEPARATION INC	2 - PRESS BELTS	4,612.94	
500-501-54320	EQUIPMENT MAINTENANCE	BOMGAARS	SHOP TOWELS, GREASE, DISC	114.42	
500-501-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	1-1/4 X 1 PVC80 BUSHING TXT	7.09	
500-501-54320	EQUIPMENT MAINTENANCE	LAKEVIEW SMALL ENGINE INC	BLADES	177.00	
500-501-54320	EQUIPMENT MAINTENANCE	MCMMASTER-CARR	SOCKET WITH SCREW TERMINALS	61.02	
500-501-54320	EQUIPMENT MAINTENANCE	MENARDS	HYBRID AIR HOSE, MECH TEST PLUG, GLAV T	246.26	
500-501-54320	EQUIPMENT MAINTENANCE	MOTION INDUSTRIES INC	HYD FILTERS	202.14	
500-501-54320	EQUIPMENT MAINTENANCE	SUPERIOR PLANT RENTALS LLC	RENTAL - IN-LINE TURNING MACHINE	5,388.20	
500-501-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	2 - TIRES, 3 REPAIRS	992.78	
500-501-54320	EQUIPMENT MAINTENANCE	WEMHOFF REFRIGERATION INC	LABOR	233.75	
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	GLOVES, COUPLING	17.98	
500-501-56010	SUPPLIES	KELLY SUPPLY COMPANY	3" SPOOL ADAPTER	63.11	
500-501-56010	SUPPLIES	MENARDS	PROLONG CARTRIDGE FILTER	49.80	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	57.57	
500-501-56060	CHEMICALS	CONSOLIDATED WATER SOLUTIO	CP 4512 (TOTE)	17,849.98	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	14,346.43	
500-501-56090	SMALL TOOLS	BOMGAARS	WHEEL, BENCH GRINDER	172.98	
500-501-56100	LABORATORY	HACH COMPANY	MODIFIED AGAR PLATES	149.00	
500-501-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	85.80	
Total For Dept 501 WASTEWATER TREATMENT FAC				45,824.63	
Total For Fund 500 UTILITY SERVICE				67,444.62	
Fund 520 WATER					
Dept 000					
520-000-20100	WAM-41	SCOTT GAYLE	UB refund for account: 100-09090-00	12.32	
Total For Dept 000				12.32	
Dept 520 WATER					
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	227.54	
520-520-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	INSECT KILLER	11.76	
520-520-54310	BUILDING MAINTENANCE	BULLSEYE FIRE SPRINKLER IN	FIRE SPRINKLER INSPECTION	505.00	
520-520-54310	BUILDING MAINTENANCE	ELLER HEATING AIR CONDITIO	CAPACITOR	42.27	
520-520-54310	BUILDING MAINTENANCE	KELLY SUPPLY COMPANY	SLOAN URINAL KIT	32.23	
520-520-54320	EQUIPMENT MAINTENANCE	BOMGAARS	EQUIPMENT SPRAY PAINT	54.13	
520-520-54320	EQUIPMENT MAINTENANCE	LAKEVIEW SMALL ENGINE INC	HYDRO BELT	503.37	
520-520-54320	EQUIPMENT MAINTENANCE	LINCOLN WINWATER WORKS	RK957/957RPDA-CK	545.18	
520-520-54390	SYSTEM MAINTENANCE	120 WATER INC	PROJECT LSLI - CONTRACT DATES 6/13/24 -	15,750.00	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	WIRE CUP	18.18	
520-520-54390	SYSTEM MAINTENANCE	CORE & MAIN LP	A420 4-1/2 VO HYD 5'0" B 4MJ	5,508.00	
520-520-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	NORTH SIDE OF JACKSONS	352.50	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	12 - BALL VALVE MINN NL	5,352.98	
520-520-54390	SYSTEM MAINTENANCE	TRITECH SOFTWARE SYSTEMS	PUBLIC ADMINISTRATION CONSULTING SERVIC	202.50	
520-520-54390	SYSTEM MAINTENANCE	UTILITY SERVICE CO INC	606881, 606882, 606883 QUARTERLY TANK &	22,897.08	
520-520-54420	WELL MAINTENANCE	MENARDS	CEMENT PATCH, FIBERGLASS TAPE, WOOD SHI	155.07	
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	TESTING	777.00	
520-520-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	TOWELS, LINERS, CENTER PULL TOWELS	129.84	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PERFED PAPER, LETTER PAPER	642.14	
520-520-56030	CLEANING SUPPLIES/SERVICE	EAKES OFFICE SOLUTIONS	CENTER PULL TOWELS	125.88	
520-520-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	SOAP FOAM - BAG	36.00	
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL & WATER STATEMENTS	2,245.23	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 520 WATER					
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	17,043.60	
520-520-56135	AMR RADIO EXPENSE	CORE & MAIN LP	54 - 510M S/POINT M2	10,191.46	
520-520-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	258.33	
520-520-57200-24029	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	VITALITY VILLAGE SUBDIVISION & COMM BLDG	13,923.00	
Total For Dept 520 WATER				97,530.27	
Total For Fund 520 WATER				97,542.59	
Fund 560 STORMWATER UTILITY					
Dept 000					
560-000-20100	SUF-5	SCOTT GAYLE	UB refund for account: 100-09090-00	2.82	
Total For Dept 000				2.82	
Dept 560 STORMWATER UTILITY					
560-560-52700	TRAINING AND TUITION	CROWNE PLAZA	DAVID BOSWELL	113.38	
560-560-53400	COMPUTER SUPPORT/MAINT	VERIZON	GPS UNITS	45.85	
560-560-55400	ADVERTISING AND PROMOTION	CROWNE PLAZA	DAVID BOSWELL	56.57	
Total For Dept 560 STORMWATER UTILITY				215.80	
Total For Fund 560 STORMWATER UTILITY				218.62	
Fund 570 SOLID WASTE DIVISION					
Dept 000					
570-000-20100	SWD-1	SCOTT GAYLE	UB refund for account: 100-09090-00	2.69	
570-000-22522	CERT OF PARTICIPATION	BOKF NA	CERTIFICATES OF PARTICIPATION REFUNDING	225,000.00	
Total For Dept 000				225,002.69	
Dept 570 TRANSFER STATION					
570-570-52800	UNIFORMS	JACKSON SERVICES INC	ROLLER TOWEL, UNIFORMS	340.45	
570-570-54310	BUILDING MAINTENANCE	MATHESON-LINWELD	AR 75 CO2	120.99	
570-570-54310	BUILDING MAINTENANCE	MENARDS	OIL DRY, MICROWAVE	130.89	
570-570-54310	BUILDING MAINTENANCE	STANLEY PETROLEUM	ISSUES WITH OFF ROAD DIESEL	390.00	
570-570-54320	EQUIPMENT MAINTENANCE	TITAN MACHINERY INC-OMAHA	CASE 621G - DEF CODES	185.82	
570-570-54330	VEHICLE MAINTENANCE	GAVER TIRE & AUTO CENTER	TIRE MOUNT	370.80	
570-570-54330	VEHICLE MAINTENANCE	MIKE'S TOWING	TOWING - 2020 FREIGHTLINER VIN #3753	250.00	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	USED TIRE, 2 REPAIRS	993.50	
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	#20 - REPLACE - NOX SENSOR	5,144.07	
570-570-56010	SUPPLIES	MENARDS	PAPER TOWELS, TOILET TISSUE, 18OZ PENET	76.25	
570-570-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JUN 27 - JUL 26	42.90	
570-570-59020	INTEREST AND FISCAL FEES	BOKF NA	CERTIFICATES OF PARTICIPATION REFUNDING	4,122.50	
Total For Dept 570 TRANSFER STATION				12,168.17	
Total For Fund 570 SOLID WASTE DIVISION				237,170.86	
Fund 600 HEALTH INSURANCE					
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-PACE PROGRAM	860.00	
Total For Dept 000				860.00	
Dept 600 HEALTH INSURANCE					
600-600-53600	HEALTH ADMINISTRATION	AUXIANT	STOPLOSS PREMIUM, FEES	58,790.02	
Total For Dept 600 HEALTH INSURANCE				58,790.02	

08/01/2024 03:13 PM  
User: LAURA.RUPP  
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
EXP CHECK RUN DATES 08/06/2024 - 08/06/2024  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 600 HEALTH INSURANCE			Total For Fund 600 HEALTH INSURANCE	<u>59,650.02</u>	

08/01/2024 03:13 PM  
User: LAURA.RUPP  
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
EXP CHECK RUN DATES 08/06/2024 - 08/06/2024  
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	239,403.24
Fund 200 STREETS/ENGINEE	44,047.11
Fund 205 AIRPORT	1,093.44
Fund 211 1/2 CENT SALES	893,768.75
Fund 220 COMMUNICATIONS	9,879.59
Fund 240 HOUSING REHAB	7,376.00
Fund 500 UTILITY SERVICE	67,444.62
Fund 520 WATER	97,542.59
Fund 560 STORMWATER UTIL	218.62
Fund 570 SOLID WASTE DIV	237,170.86
Fund 600 HEALTH INSURANC	59,650.02

Total For All Funds:	<u>1,657,594.84</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 Quail Meadows LLC to rezone property located in the vicinity of S 14th Avenue and 1st Street from "R-R" (Rural Residential District) to "R-1" (Single-Family Residential District) and "R-R" (Rural Residential District) to "R-2" (Two-Family Residential District) and to amend the Future Land Use Map of the Comprehensive Plan. (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, August 5, 2024, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application to rezone a tract of land located on Lots 1-14, Block A, Quail Meadows Addition to the City of Columbus, Platte County, Nebraska from "R-R" (Rural Residential District) to "R-1" (Single-Family Residential District)

AND

a tract of land located on Lots 1-20, Block B, Quail Meadows Addition to the City of Columbus, Platte County, Nebraska and Lots 1-6, Block C, Quail Meadows Addition to the City of Columbus, Platte County, Nebraska from "R-R" (Rural Residential District) to "R-2" (Two-Family Residential District) (both tracts located in the vicinity of S 14 Ave and 1 St) and amend the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate. At said time and place you may appear and be heard.

City of Columbus  
Shuraya Choat, City Clerk

Publish: 07:25:24  
Affidavit of Publication

**CITY OF COLUMBUS  
MEMORANDUM**

---

**DATE:** July 1, 2024  
**FROM:** Andy Woehrer, Chief Building and Code Official  
**TO:** Tara Vasicek, City Administrator  
**RE:** Rezone property from R-R Rural Residential to R-1 Single-Family Residential and R-2 Two-Family Residential.

**RECOMMENDATION:**

I recommend approval of this rezoning from R-R Rural Residential to R-1 Single-Family Residential and R-2 Two-Family Residential and to amend the Future Land Use Map accordingly.

**DISCUSSION:**

We have received an application to rezone lots 1-14, Block A, Quail Meadows Addition to R-1 and lots 1-20, Block B, Quail Meadows Addition and lots 1-6, Block C, Quail Meadows Addition to R-2. The applicant would like to rezone this area for the construction of a new housing development for single-family and two-family dwellings. The zoning for the area is a good fit and is in conformance with the Columbus Land Development Ordinance.

**FISCAL IMPACT:**

None

**ALTERNATIVE:**

Deny the Rezoning

**SIGNATURE:**

By: Andy J. Woehrer

Approved By: [Signature]

# REZONING APPLICATION

An application for a rezoning may be filed with the Community Development Office. Any such application will not be deemed submitted until all of the stated information is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications WILL NOT be placed on the Planning Commission Agenda until all such missing information is provided. Such completed application shall be submitted to the Community Development Office at least 21 calendar days (including holidays) before the Planning Commission meeting at which time the public hearing on the application will be held.

APPLICANT/PROPERTY OWNER NAME: Quail Meadows, LLC

APPLICANT MAILING ADDRESS: 213 South 1st Street, Norfolk, NE 68701

APPLICANT PHONE NUMBER: 402-379-3311

APPLICANT EMAIL ADDRESS: nwnen@nwnen.org

ATTORNEY/FIRM: Burnett Wilson Law Attorney

ATTORNEY PHONE NUMBER: 402-952-4180

ATTORNEY E-MAIL ADDRESS: McKeever@burnettwilsonlaw.com

ADDRESS OF PROPERTY TO BE REZONED: South 1st Street and 10th Avenue

LEGAL DESCRIPTION OF PROPERTY:  
See Attached

PRESENT ZONING CLASSIFICATION: R-R

REQUESTED ZONING CLASSIFICATION: R-1 and R-2

DESCRIPTION OF THE REASON FOR THE REZONING APPLICATION:

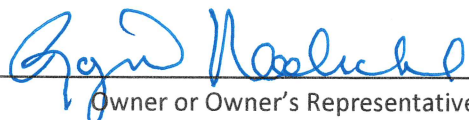
To develop a housing subdivision.  
Lots 1-14, Block A to be zoned R-1, Lots 1-20, Block B and Lots 1-6, Block C to be zoned R-2.

NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: (Include aerial image of proposed development on property and existing surrounding zoning classifications, any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use)

See attached

I hereby apply for a Rezoning Application and have paid the \$500 application fee.

DATED THIS 17th DAY OF June, 2024.

  
\_\_\_\_\_  
Owner or Owner's Representative





7.A.1. Ordinance No. 24-18 approving rezoning.

## **ORDINANCE NO. 24-18**

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 MAY 20, 2024, AS THE ZONING CODE FOR THE CITY OF COLUMBUS, NEBRASKA, BY ORDINANCE NO. 24-10, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: LOTS 1-14 BLOCK A, QUAIL MEADOWS ADDITION TO THE CITY OF COLUMBUS FROM THE PRESENT ZONING CLASSIFICATION OF "R-R" (RURAL RESIDENTIAL DISTRICT) TO "R1" (SINGLE FAMILY RESIDENTIAL); AND LOTS 1-20 BLOCK B, QUAIL MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA AND LOTS 1-6, BLOCK C, QUAIL MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, FROM THE PRESENT ZONING CLASSIFICATION OF "R-R" (RURAL RESIDENTIAL DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL); 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.

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 hearings called for the purpose of rezoning and reclassifying the following described real estate, to wit:

Lots 1-14, Block A, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska

from the present zoning classification of "R-R" (RURAL RESIDENTIAL DISTRICT) to "R-1" (SINGLE FAMILY DISTRICT); and

Lots 1-20, Block B, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska

from the present zoning classification of "R-R" (RURAL RESIDENTIAL DISTRICT) to "R-2" (TWO-FAMILY RESIDENTIAL); and

Lots 1-6, Block C, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska

from the present zoning classification of "R-R" (RURAL RESIDENTIAL DISTRICT) to "R-2" (TWO-FAMILY RESIDENTIAL);

and to amend the ZONING MAP and the FUTURE LAND USE MAP which have been adopted and made a part of the CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE, ZONING CHAPTER, to show said rezoning and reclassification as provided by law, and

WHEREAS, the Planning Commission held a hearing thereon, and has heard all persons appearing at such hearing and in consideration of the evidence and the premises, has voted to recommend approval of the rezoning application; and

WHEREAS, the mayor and city council have held a separate hearing thereon and have heard all persons appearing at such hearing and in consideration of the evidence and the premises hereby find and determine that said rezoning will be for the public good and general welfare and will provide for the proper, appropriate, and best use of said real estate.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA;

Section 1. That the Columbus Land Development Ordinance, Zoning Chapter, passed and adopted May 20, 2024, as the Zoning Code for the City of Columbus by Ordinance No. 24-10 be and the same is hereby amended to show that the following described real estate, to-wit:

Lots 1-14, Block A, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska

has been rezoned and reclassified from the present zoning classification of "R-R" (RURAL RESIDENTIAL DISTRICT) TO "R-1" (SINGLE-FAMILY DISTRICT); and that the Future Land Use Map as well as the Zoning Map which have been adopted and made a part of said Columbus Land Development Ordinance, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification; and

Lots 1-20, Block B, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska

has been rezoned and reclassified from the present zoning classification of "R-R" (RURAL RESIDENTIAL DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL); and that the Future

Land Use Map as well as the Zoning Map which have been adopted and made a part of said Columbus Land Development Ordinance, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification; and

Lots 1-6, Block C, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska

has been rezoned and reclassified from the present zoning classification of "R-R" (RURAL RESIDENTIAL DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL); and that the Future Land Use Map as well as the Zoning Map which have been adopted and made a part of said Columbus Land Development Ordinance, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. That this ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption, and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

7.B. Public Hearing - Citizens Advisory Review Committee semi-annual report of activities in accord with the Columbus Economic Development Plan.

## NOTICE OF HEARING

Notice is hereby given that a public hearing before the City Council of the City of Columbus, NE, will be held August 5, 2024, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, to receive a report of activities from the Citizen's Advisory Review Committee in accord with the Columbus Economic Development Plan and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NE  
Shuraya Choat, City Clerk

Publish: 07:25:24

Affidavit of Publication



# The City of **Columbus**

**RESPONSIBLE • RESPONSIVE • REPUTABLE**

Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

**DATE:** July 31, 2024  
**TO:** Mayor and City Council Members  
**FROM:** Tara Vasicek, City Administrator   
**RE:** Citizens Advisory Review Committee (CARC) semi-annual report

A current fund account balance is attached here.

In the past six months the Citizens Advisory Review Committee has recommended approval of one loan.

The one loan which the CARC voted to recommend approval for to the City Council meeting was for Quail Meadows LLC for their housing project 'Quail Meadows'. The LLC is currently gathering required documentation which needs to be on file prior to City Council action. The recommendation from the CARC is for a \$800,000 loan at 2% for up to two years or fully payable 6 months after all the lots have closed.

**Progress and Jobs Growth  
Activity Through July 31, 2024**

	9/30/2020	9/30/2021	9/30/2022	9/30/2023	7/31/2024
<b>Revenues:</b>					
Sales Tax	425,000.00	434,947.99	424,999.99	426,283.89	424,999.99
Federal Grants					
Local Grants					
Interest	26,128.83	19,951.84	11,267.91	47,994.54	53,451.34
Miscellaneous Receipts	(10,874.00)				
Loan Payments					
Blazer LLC	48,867.34	77,101.00	42,638.70	38,010.46	6,331.21
Columbus Hydraulics, LLC		61,483.42	59,321.23	59,917.18	50,390.53
DiStar Industries	38,419.30	32,818.57	17,688.77		
	-----	-----	-----	-----	-----
<b>Total Revenues</b>	<b>527,541.47</b>	<b>626,302.82</b>	<b>555,916.60</b>	<b>572,206.07</b>	<b>535,173.07</b>
	-----	-----	-----	-----	-----
<b>Expenditures:</b>					
Blazer, LLC					
Cargill Project					
Marriott					
DiStar Industries, LLC					
Columbus Hydraulics, LLC					
Workforce Housing Matching		750,000.00			
Columbus Area Future Fund		3,000.00			
Habitat for Humanity		103,000.00			
Neighborworks Quail Meadows					390,000.00
Columbus Area Chamber of Commerce			85,000.00		
RWFH Match				500,000.00	
Regional Workforce Dev. Specialist (\$30k for 3 yrs)				30,000.00	
Retail Strategies				40,000.00	
Audit Entry		(1,003,852.00)	(111,966.88)	97,927.64	
Columbus Area Childcare			225,000.00		
Bad Debt Expense		90,075.00			
	-----	-----	-----	-----	-----
<b>Total Expenditures</b>	<b>-</b>	<b>(57,777.00)</b>	<b>198,033.12</b>	<b>667,927.64</b>	<b>390,000.00</b>
	-----	-----	-----	-----	-----
<b>Net</b>	<b>527,541.47</b>	<b>684,079.82</b>	<b>357,883.48</b>	<b>(95,721.57)</b>	<b>145,173.07</b>
	-----	-----	-----	-----	-----
<b>Beginning Fund Balance</b>	<b>1,055,940.43</b>	<b>1,583,481.90</b>	<b>2,267,561.72</b>	<b>2,625,445.20</b>	<b>2,529,723.63</b>
	-----	-----	-----	-----	-----
<b>Ending Fund Balance</b>	<b>1,583,481.90</b>	<b>2,267,561.72</b>	<b>2,625,445.20</b>	<b>2,529,723.63</b>	<b>2,674,896.70</b>
	=====	=====	=====	=====	=====
<b>Funds Committed</b>					
2nd Regional Workforce Dev. Specialist @ Chamber					60,000.00
Destination Business Recruitment					425,000.00
Granville Custom Homes, Townhomes					1,200,000.00
Quail Meadows, LLC Infrastructure					800,000.00
					=====
<b>Unassigned Funds</b>					<b>189,896.70</b>
					=====

**8. PETITIONS AND COMMUNICATIONS - None**

**9. REPORTS OF CITY OFFICES**

9.A. Update on Nebraska Department of Transportation 23rd Street Reconstruction Project.

# 23<sup>rd</sup> Street, Columbus

## Weekly Public Relations Report

### Date

July 30, 2024

### Work from Last Week

- Paving: Pour driving lane and passing lane from east of 22<sup>nd</sup> Ave to 26<sup>th</sup> Ave. Also pour miscellaneous driveways, intersections, and sidewalks from east of 22<sup>nd</sup> Ave to east of 16<sup>th</sup> Ave.
- Foundation Course: Continue building crushed concrete foundation course from 26<sup>th</sup> Ave to 30<sup>th</sup> Ave.
- Underdrain: Finish building underdrains from 16<sup>th</sup> Ave to east of 22<sup>nd</sup> Ave.
- Electrical: Continue installing conduit from 16<sup>th</sup> Ave to east of 22<sup>nd</sup> Ave.

### Work Anticipated This Week

- Paving: Pour 23<sup>rd</sup> Ave, north of Hwy 30. Pour inside 8' of median lane from east of 22<sup>nd</sup> Ave to 26<sup>th</sup> Ave. Also, pour miscellaneous driveways, intersections, and sidewalks from Pershing Rd to 26<sup>th</sup> Ave.
- Underdrain: Build underdrains from east of 22<sup>nd</sup> Ave to 26<sup>th</sup> Ave.
- Electrical: Build light pole bases from east of 16<sup>th</sup> Ave to east of 22<sup>nd</sup> Ave.

### Work Anticipated Next Week

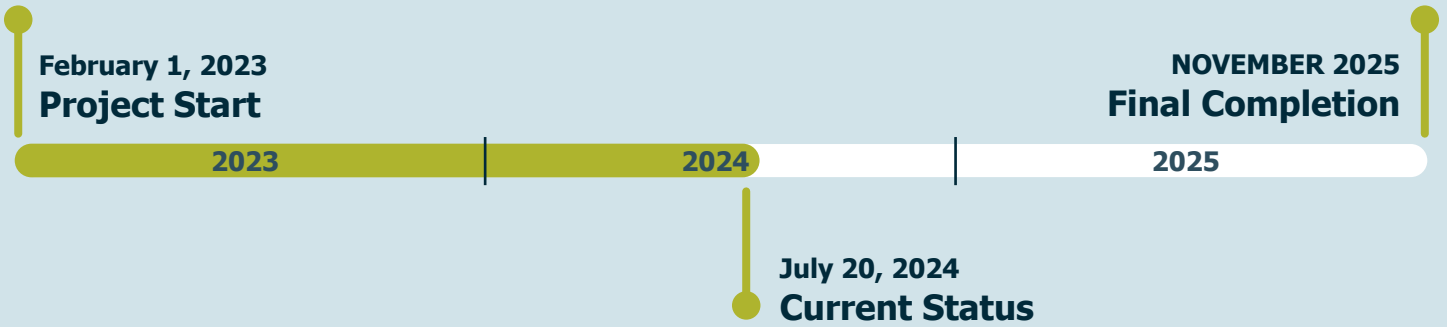
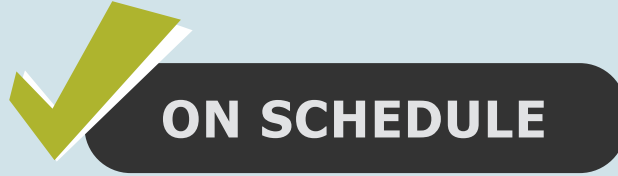
- Traffic Control: Close 30<sup>th</sup> Ave north of Hwy 30, open 23<sup>rd</sup> Ave north of Hwy 30, close 26<sup>th</sup> Ave north of Hwy 30. Re-stripe pavement markings from 14<sup>th</sup> Ave to East 12<sup>th</sup> Ave.
- Removals: Remove 30<sup>th</sup> Ave pavement.
- Soil Stabilization: Grading and soil stabilization from 30<sup>th</sup> Ave intersection to 31<sup>st</sup> Ave.
- Foundation Course: Build crushed concrete foundation course from 30<sup>th</sup> Ave to 31<sup>st</sup> Ave.
- Paving: Pour 13' driving lane from east of 26<sup>th</sup> Ave to 30<sup>th</sup> Ave. Also pour miscellaneous driveways, intersections, and sidewalks from Pershing Rd to 26<sup>th</sup> Ave. Pour westbound right turn lane at 18<sup>th</sup> Ave.
- Underdrain: Finish underdrains from 26<sup>th</sup> Ave to 22<sup>nd</sup> Ave.
- Electrical: Install conduit from 26<sup>th</sup> Ave to 22<sup>nd</sup> Ave. Continue with light bases and poles from 18<sup>th</sup> Ave to 26<sup>th</sup> Ave. Begin work on traffic signal foundations at 18<sup>th</sup> Ave.

### Next Major Milestone(s)

- Open newly constructed westbound lanes east of 23<sup>rd</sup> Ave. Close eastbound lanes from 18<sup>th</sup> Ave to 16<sup>th</sup> Ave. Traffic will be head-to-head in the existing eastbound lanes from 31<sup>st</sup> Ave to 23<sup>rd</sup> Ave, then shift to the newly constructed westbound lanes from 23<sup>rd</sup> Ave to 16<sup>th</sup> Ave. This change will allow for continuing construction of westbound lanes from 31<sup>st</sup> Ave to 24<sup>th</sup> Ave, while beginning work on eastbound lanes from 18<sup>th</sup> Ave to 16<sup>th</sup> Ave. Tentatively scheduled for late-summer, 2024.
- Return traffic to 2-way, 4-lane configuration at season's end, tentatively scheduled for late November, 2024.

# COLUMBUS 23RD STREET MONTHLY PROGRESS REPORT

## JULY 2024



### June 2024 Construction Update

**Work That Occurred This Month:** In July 2024, the construction activities involved construction of storm sewer work from 26th Ave to 31st Ave, which completes the trunkline pipes, inlets, manholes, and pipe connections in the westbound lanes. In addition, concrete pavement work continued, completing westbound traffic lanes from west of 14th Ave to 26th Ave. The new pavement in the north leg of 18th Ave was completed and the intersection re-opened. Various other driveways and sidewalks have also been completed in this section. Finally, work has also progressed on underdrains and street lighting conduits and light poles from Pershing Road and 14th Ave.

**Work That Occurred Last Month:** In June 2024, the construction activities involved extending a temporary traffic configuration westward through 32nd Ave and reopening 26th Avenue. In addition, storm sewer work included installations west of 24th Avenue to 28th Avenue, focusing on trunkline pipes, inlets, manholes, and pipe connections. Lastly, paving activities encompassed grading, soil stabilization, and foundation work from 16th Ave to near 22nd Ave, with a revised plan for a passing lane and paving at the 18th Ave intersection. These efforts aimed to enhance local infrastructure and manage traffic effectively.



## PROJECT HIGHLIGHTS



*Percentage of the total monetary contract completed to date.*



*Percentage of total concrete pavement placed, including highway pavement, driveways, intersections, and sidewalks. Also included, but not limited to, incidental work such as stabilized subgrade, crushed concrete base course, etc.*



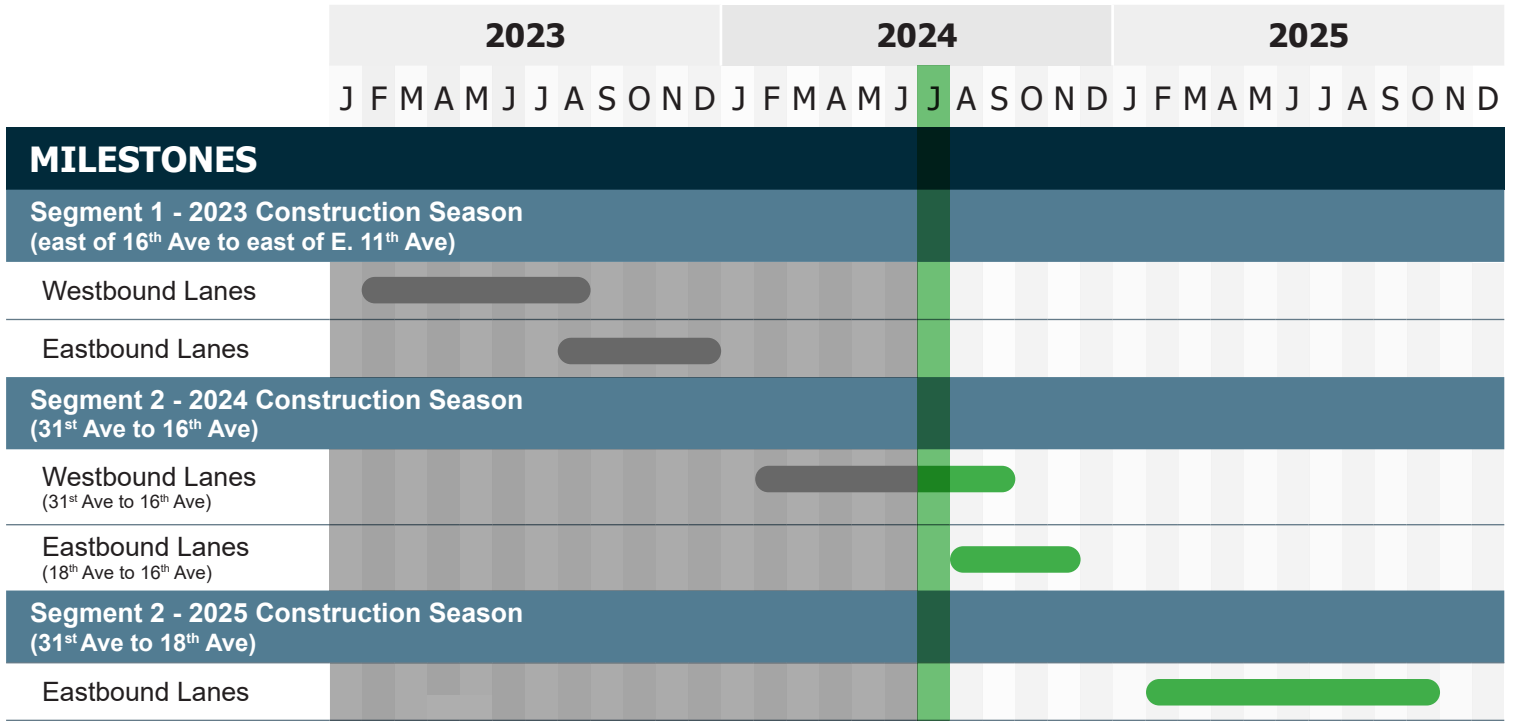
*Percentage of electrical work completed, including signalization and lighting.*



*Percentage of storm sewer work completed, including sewer pipe, manholes, curb inlets, and area inlets.*



# COLUMBUS 23RD STREET CONSTRUCTION SCHEDULE



**Phase Legend (horizontal lines):**

- █ On or ahead of schedule
- █ Less than or equal to 1 month behind schedule
- █ More than 1 month behind
- █ Complete

**Project Progress Bar Legend (vertical line):**

- █ On or ahead of schedule
- █ Less than or equal to 1 month behind schedule
- █ More than 1 month behind schedule

**All traffic changes are weather dependent.**

Visit [ndot.info/32234](https://ndot.info/32234) or scan the QR code for more information.

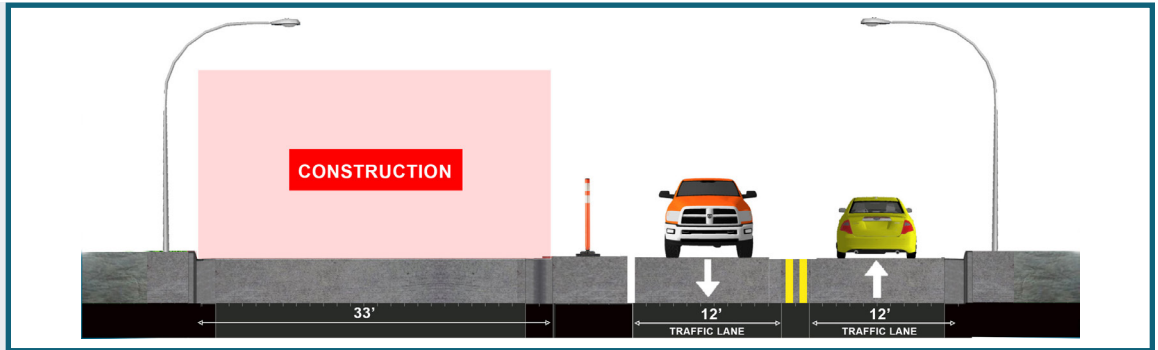


# COLUMBUS 23RD STREET MONTHLY PROGRESS REPORT | JULY 2024

## 2024

### WESTBOUND:

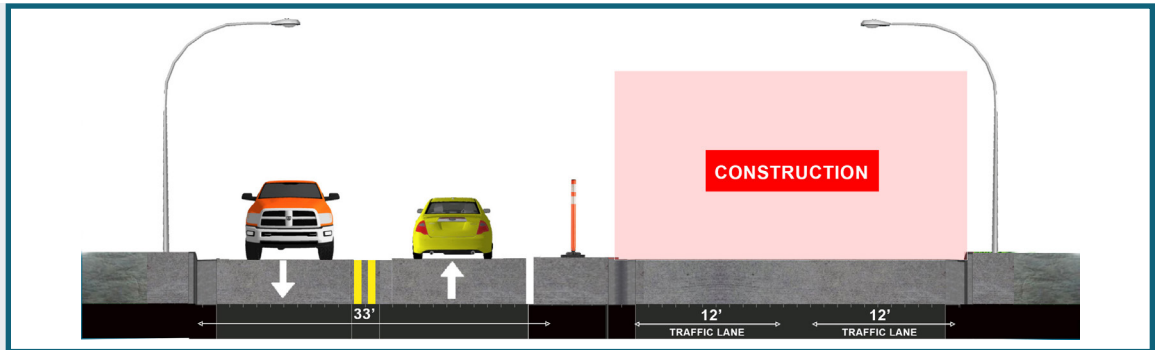
18<sup>th</sup> Ave - 16<sup>th</sup> Ave  
(Spring - Summer)  
23<sup>rd</sup> Ave - 18<sup>th</sup> Ave  
(Spring - Summer)  
31<sup>st</sup> Ave - 23<sup>rd</sup> Ave  
(Spring - Fall)



## 2024

### EASTBOUND:

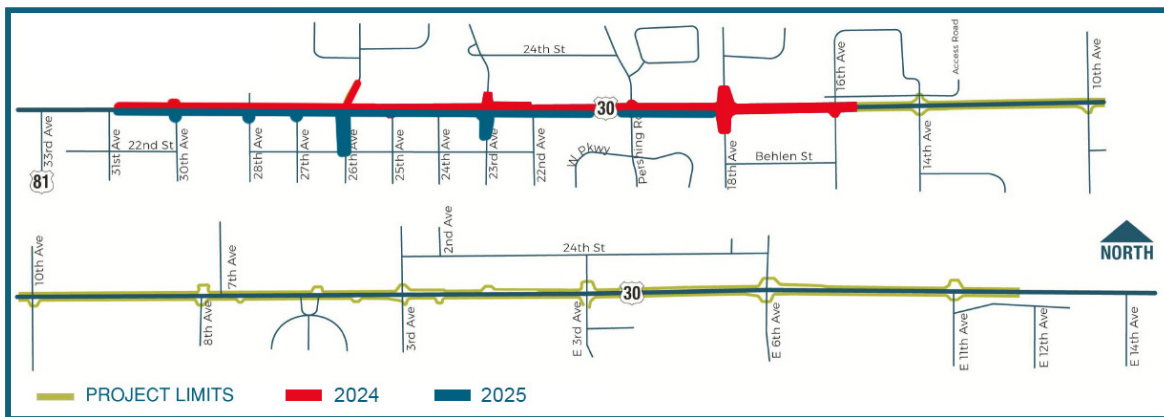
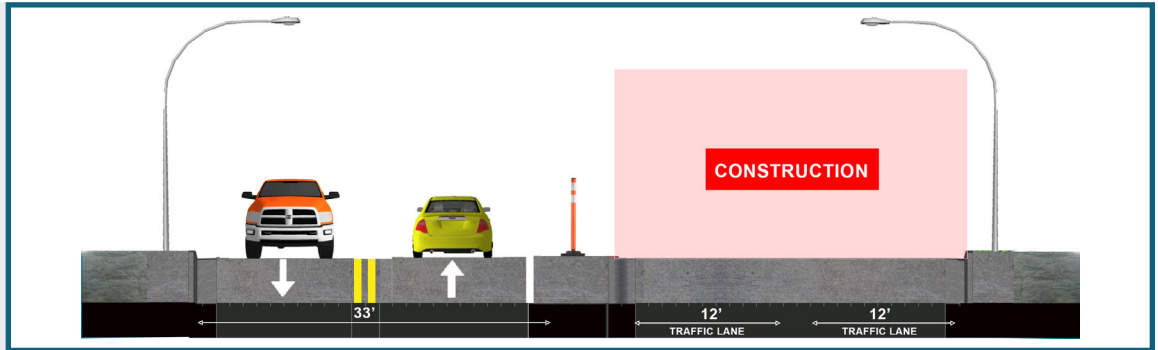
18<sup>th</sup> Ave - 16<sup>th</sup> Ave  
(Fall)



## 2025

### EASTBOUND:

31<sup>st</sup> Ave - 23<sup>rd</sup> Ave  
(Spring - Summer)  
23<sup>rd</sup> Ave - 18<sup>th</sup> Ave  
(Spring - Summer)



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

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

12. **REPORTS ON LEGISLATION - None**

13. **NEW BUSINESS**

13.A. Application from The Friedhof Room at Schweser's for special designated liquor license in Frankfort Square, 2630 13 Street, from 4 p.m. to 11:30 p.m., August 24, 2024, for a music concert.

FILED

JUL 09 2024

CITY CLERK  
COLUMBUS, NEBR

**SDL – LOCAL RECOMMENDATION**

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.sdl.licensing@nebraska.gov](mailto:lcc.sdl.licensing@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

122436 License #      Friedhof Room at Schwesers Licensee Name/Non-Profit Organization

Event location name: Frankfort Square Park

Event address/location: 2630 13th St Columbus NE 68601

Event date(s): 8/24/24

Event start time(s): 4 pm

Event end time(s): 11:30pm

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

Outdoor area to be licensed in length & width: 300 X 100 (Must submit a diagram)

Estimated number of attendees: 250

Alternate dates/times: N/A

Alternate location name/location: Friedhof Room at Schwesers  
1270 27th Ave. Columbus NE 68601

Type of alcohol to be served: Beer  Wine  Distilled Spirits

Event contact name: Rob Gasper Event contact phone number: 402-910-6838

Event contact Email: por92854@gmail.com

\*Signature Authorized Representative: *Rob Gasper*

**Local Governing Body completes below:**

The local governing body for the City of Columbus  
County of \_\_\_\_\_ approves the issuance of a Special Designated License as  
requested above.

Local Governing Body Authorized Signature

Date

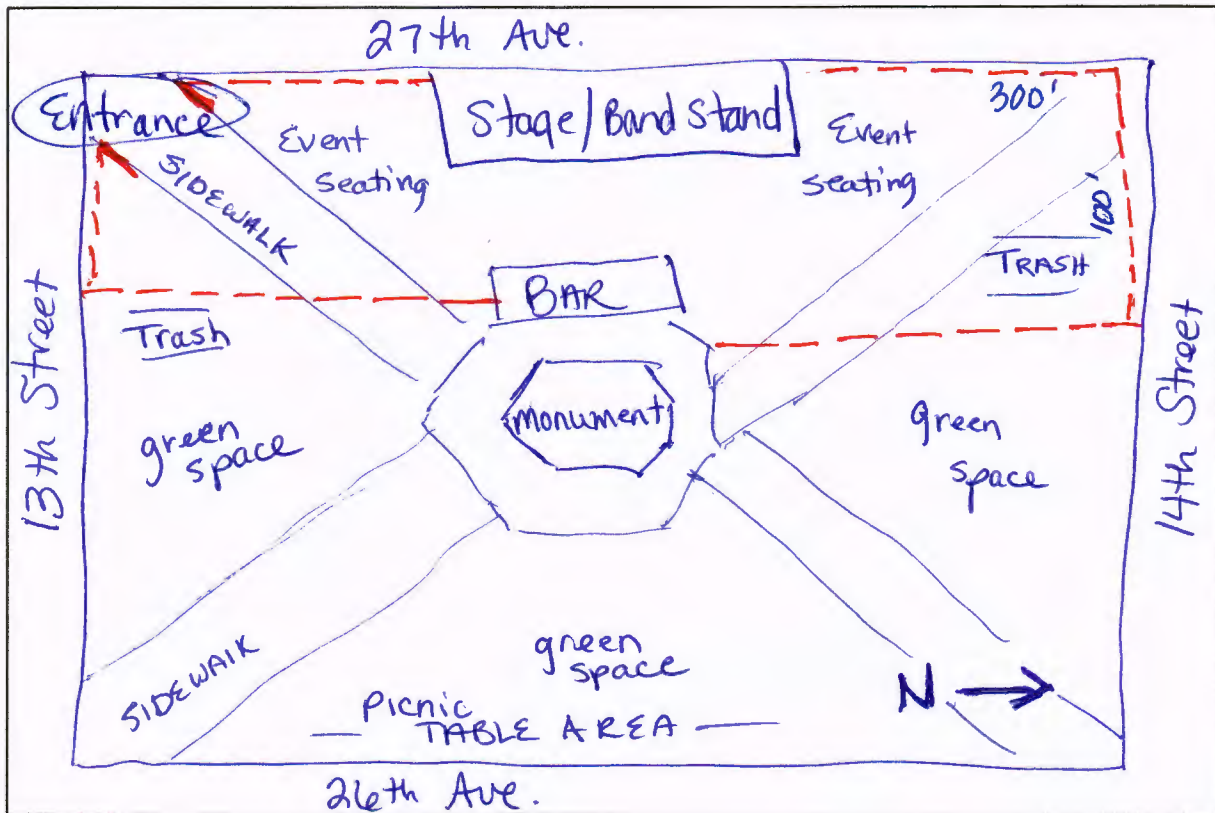
# SDL – OUTDOOR AREA DIAGRAM

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.sdl.licensing@nebraska.gov](mailto:lcc.sdl.licensing@nebraska.gov)  
 WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET

HOW AREA WILL BE PATROLLED: Area is fenced off with only one access entry point. ID checks at Entrance and at Bar. Use of <sup>(wristbands)</sup> brackets for minors entering event.

## DIAGRAM OF PROPOSED AREA:




----- Temporary Fencing  
 ○ Entrance Area



# COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL  
CITY OF COLUMBUS, NEBRASKA

FROM: CHARLES L SHERER, CHIEF OF POLICE 

DATE: JULY 10, 2024

SUBJECT: LIQUOR LICENSE  
APPLICATION FOR SPECIAL DESIGNATED LICENSE  
SUMMER PARK JAM "24,, IN THE PARK  
FRANKFORT SQUARE  
COLUMBUS, NEBRASKA  
ROB GASPER, EVENT SUPERVISOR

This application for special designated license is for the purpose of serving beer, wine and distilled spirits to attendees of an event on August 24<sup>th</sup>, 2024 from 4:00 P.M. until 11:30 P.M. This event will be located on the west side of Frankfort Square. This event will be supervised by Rob Gasper. It will be in a fenced-in area on the west half of Frankfort Square. They plan to check identifications and have wristbands for those of drinking age. All alcohol will be distributed by subjects 19 years or older and all alcohol will be kept secured when not in use.

This report will serve as notice that local law enforcement has been informed in advance of this event.

13.B. Quote from Downey Drilling, Inc. in the amount of \$32,400 for Well #18 CCTV inspection survey and screen repair for water production.





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

14. **RESOLUTIONS**

14.A. Resolution No. R24-85 renewing Commercial Operator Agreement with Air Methods Corporation for three-year term.

DRAFT  
**RESOLUTION NO. R24-85**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE RENEWAL AGREEMENT WITH AIR METHODS, LLC (FORMERLY AIR METHODS CORPORATION), A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR OF THE CITY OF COLUMBUS TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus, Nebraska and Air Methods, LLC (formerly Air Methods Corporation) desire to renew the "Commercial Operator Agreement" entered into by the parties on or about the 16th day of August 2021 for an additional three years; and

WHEREAS, a copy of the renewal agreement is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Renewal Agreement Re: Commercial Operator Agreement dated on or about August 16, 2021, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved; and, the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

The City of **Columbus**

**MEMORANDUM**

---

**DATE:** 7-10-24  
**FROM:** Ross Niedbalski  
**TO:** Tara Vasicek, City Administrator  
**Subject:** Air Methods Agreement Renewal

**RECOMMENDATION:** I recommend the approval of the Commercial Operator Agreement renewal for an additional three-year term with Air Methods Corporation for Hangar No. 1328. I also recommend the approval of the rate increase as approved and recommended by the Airport Board.

**Discussion:** Air Methods per their original agreement has opted to extend the agreement for an additional three years for hangar no. 1328. Section 3 "Fee" in the agreement states that based on a recommendation by the Board of Airport Commissioners to the City Council the fee will be subject to review and modification. At the July Airport Board meeting the board discussed and voted on a rate increase of \$300 dollars per month raising the monthly lease payment to \$3,300. This will bring the total lease payment per year to \$39,600 and the total for three years to \$118,800. This is a 10% increase which falls in line with our previous fee schedule increase on hangar rates done in 2023. There are no other changes to the agreement other than the 3 year extension and the rate increase.

**SIGNATURE:**

By: Ross Niedbalski  
Ross Niedbalski, Airport Manager

Approved By: Tara Vasicek  
Tara Vasicek, City Administrator

**LEASE RENEWAL AGREEMENT RE:  
COMMERCIAL OPERATOR AGREEMENT DATED ON  
OR ABOUT AUGUST 16, 2021**

WHEREAS, the Columbus Municipal Airport through the City of Columbus, Nebraska, (hereinafter referred to as “City”), and Air Methods, LLC (formerly Air Methods Corporation) (hereinafter referred to as “Air Methods”), entered into a “Commercial Operator Agreement” on or about the 16th day of August 2021 (herein referred to as the “Underlying Agreement”).

WHEREAS, that Underlying Agreement’s initial term was for three years (September 1, 2021, through August 31, 2024); and

WHEREAS, the Underlying Agreement may be renewed for an additional three-year term upon the agreement of the parties, and said rental fee is subject to modification for any renewal period;

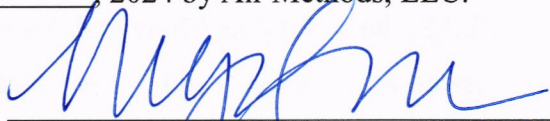
WHEREAS, Air Methods has timely requested such a renewal of the Underlying Agreement; and

WHEREAS, the Parties desire to renew the Underlying Agreement for said additional three years at the modified and increased fee described herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits provided by the Agreement, the parties agree to the following:

1. City and Air Methods agree to renew the Underlying Agreement for an additional three years, and said renewal term shall begin on September 1, 2024, and end on August 31, 2027.
2. The fee for the renewal period is \$118,800 (One Hundred Eighteen Thousand Eight Hundred Dollars) and is payable in monthly installments of \$3,300 (Three Thousand Three Hundred Dollars) on or by the first day of each month of the renewal term.
3. This Agreement shall be attached to and shall become a part of the Underlying Agreement.
4. All terms and conditions of the Underlying Agreement not otherwise amended or altered by this Agreement are hereby adopted and incorporated, and they shall remain in full force and effect. Air Methods and City shall fully and continuously comply with said terms and conditions during the renewal period.
5. This Agreement shall be effective as of the signature date of each Party.

Executed this 22<sup>nd</sup> day of July, 2024 by Air Methods, LLC:



Vice President, North Central Region

Megan Sorensen  
Printed Name

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by the City of Columbus, Nebraska:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**RESOLUTION NO. R21-108**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A COMMERCIAL OPERATOR AGREEMENT WITH AIR METHODS CORPORATION TO LEASE HANGAR NO. 1328 AT THE COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AUTHORIZING THE MAYOR OF THE CITY OF COLUMBUS TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus requested bids for Hangar No. 1328 at the Columbus Municipal Airport; and

WHEREAS, Air Methods Corporation submitted a bid that has been selected by city staff; and

WHEREAS, the parties desire to proceed with leasing the aforementioned hangar pursuant to the Commercial Operator Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Commercial Operator Agreement with Air Methods Corporation to lease Hangar No. 1328 at the Columbus Municipal Airport, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

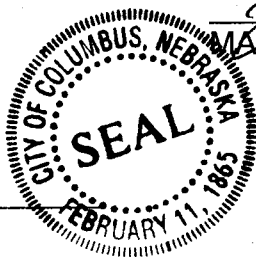
INTRODUCED BY COUNCIL MEMBER Charlie Baker

PASSED AND ADOPTED THIS 16 DAY OF August, 2021.

Jan B. Bully  
MAYOR

ATTEST:

Janelle Kline  
CITY CLERK



APPROVED AS TO FORM:

AK  
CITY ATTORNEY

## COMMERCIAL OPERATOR AGREEMENT

AGREEMENT made and entered into this 16 day of August, 2021, by and between Columbus Municipal Airport through the City of Columbus, Nebraska, a municipal corporation of the State of Nebraska (hereinafter referred to as the "CITY"), and Air Methods Corporation (hereinafter referred to as the "LESSEE").

IT IS MUTUALLY AGREED that the LESSEE shall have the nonexclusive rights as a medical transport operator at the Columbus Municipal Airport under the following terms and conditions:

1. Lease Term. The initial term of this Agreement be for three (3) years and shall commence on September 1, 2021, and shall end on August 31, 2024, unless sooner terminated as hereinafter provided. The CITY and the LESSEE may mutually agree to renew the Agreement for an additional three (3) years period. Such renewal must be requested by the LESSEE by giving written notice to Lessor at least ninety (90) days prior to the end of the original term of the Agreement.
2. Licensed Premises. The CITY hereby grants to LESSEE the exclusive use of Hangar 1328, consisting of approximately 4,800 square feet, and the office area attached to such hangar, consisting of an office, 4 rooms, a kitchen, bathroom and shower room, and general use of the apron area in common with others, together with the non-exclusive right an privilege to conduct an medical transport operation from the Columbus Municipal Airport in accordance with the Rules and Regulations of the Columbus Municipal Airport now in effect, and as they may be amended from time to time, during the term of this Agreement and any extension thereof.
3. Fee. For the privileges granted to the LESSEE by this Agreement, the LESSEE shall pay to the CITY the total fee of \$108,000 (One Hundred and Eight Thousand Dollars), payable in monthly installments of \$3,000 (Three Thousand Dollars) on or by the first day of each month of the term. If the option to extend this Agreement for three additional years is exercised and mutually agreed to by CITY and LESSEE, the fee will be subject to review and modification by the City Council upon a recommendation of the Columbus Board of Airport Commissioners. Notwithstanding anything to the contrary herein, LESSEE shall only be responsible to pay fees up to and including the effective date of expiration or earlier termination hereunder.
4. Utilities. The LESSEE shall pay all utilities for the hangar buildings above described, including, gas, electricity, water, sewer and telephone.
5. Maintenance. The CITY shall provide snow removal on the ramp and taxi areas surrounding the hangar buildings. The LESSEE shall perform all routine maintenance on the hangars described herein and keep the same in good and reasonable repair. The CITY shall maintain the outside walls and the roofs of the hangars, unless damaged by negligence of the LESSEE. The CITY shall further maintain the hangar doors unless damaged by negligence of the LESSEE. The LESSEE shall repair the floors and

windows to the extent that the LESSEE solely caused the need for repair; provided, however, that the CITY shall provide routine repairs to the floors and windows required due to ordinary wear and tear thereof. The CITY shall make the major repairs to the following listed utility equipment which belongs to the CITY except that the LESSEE shall pay the first \$100 of all major repairs. Major repairs are defined as those costing over \$100. The utility equipment owned by the CITY are the following:

- heating and air conditioning system
- hot water heater
- plumbing system, including toilets and lavatories
- office and hangar lighting systems
- hangar unit heaters and infrared heaters
- electrical system, including outlets
- compressed air system

The parties agrees that prior to the commencement of the term of this Agreement all heating, plumbing and air conditioning systems shall be operable. The parties shall conduct a walk through inspection prior to commencement and note any deficiencies.

6. LESSEE Equipment. Any other equipment installed by the LESSEE shall belong to the LESSEE, is the responsibility of the LESSEE, and may be removed at the conclusion of this License by the LESSEE so long as the removal does not cause damage to the building. LESSEE shall refrain from storing any items or material on the premises which would violate local or national fire codes and shall not store any gasoline, combustible liquids, or hazardous materials in the above described premises, except those used in the conduct of the business authorized by this Agreement. Upon notice to LESSEE of violation of this section, LESSEE shall immediately remove such conditions that violate the local and national fire codes or gasoline, combustible liquids or hazardous material in the above described premises. Lessee(s) shall maintain a fire extinguisher or extinguishers, in good operating condition, containing dry chemical or halon 1211-type extinguishing agents readily available within the hangar space. There shall be one such fire extinguisher for each seventy-five feet or travel within the hangar space.
7. Indemnification. The CITY shall stand indemnified and held harmless by LESSEE as herein provided. It is expressly understood by and between the parties hereto that LESSEE herein is, and shall be deemed to be, responsible to all parties for its respective acts and omissions and the CITY shall in no way be responsible for the same. It is further agreed that in the uses of the airport and hangar space and the exercise or enjoyment of the privileges herein granted, LESSEE agrees to indemnify and hold harmless CITY, its employees, agents, officers, and volunteers from any and all claims, demands, causes of actions, actions, suits, proceedings, damages, expenses, costs of liabilities of every kind and nature, including any claim of subrogation, whatsoever to the extent the foregoing arise out of the negligence or intentional act or omission of LESSEE or LESSEE's employees, agents, officers, volunteers, and subsidiaries, in regards to this Agreement and/or operation of the medical transport business. CITY agrees to indemnify and hold harmless LESSEE from any and all claims, and any other liability arising out of or in any way connected with the negligence or intentional act or omission of CITY or CITY's

employees, agents, or other representatives. Notwithstanding anything to the contrary herein, in no event shall either party, its employees, agents, or contractors be liable under this Agreement to the other party for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not either party was advised of the possibility of such damages.

8. Insurance. The LESSEE shall carry general, premises, and operator's liability insurance with a liability limit of \$1,000,000 as evidenced by a certificate of insurance issued by a qualified provider. The LESSEE shall cause the CITY to be named as an additional insured on said policies and the LESSEE shall provide the CITY with evidence of said insurance on a current basis and further provide in said policies that the CITY shall be notified of cancellation of any coverages. The certificate of insurance must list the owners or those having a leasehold interest in the aircraft as insured, as well as any other persons (pilots) who would have access to the aircraft during the term of the lease. The certificate of insurance shall list the aircraft covered by the policy. CITY shall carry insurance as required by law throughout the term of this Agreement. CITY shall provide the LESSEE with evidence of insurance upon LESSEE's reasonable request.
9. Service to Public and Aviation Use Only. The LESSEE hereby agrees to serve the public in a polite and businesslike manner. The licensed premises shall only be used in accordance with Rules and Regulations of the Columbus Municipal Airport. LESSEE shall not exercise any privileges granted by this Agreement in such a way as to interfere with or adversely affect the uses, operation, maintenance or development of the Airport.
10. Assignability and Subletting. Neither this Agreement nor the rights granted hereunder shall be assignable without the express written permission of the CITY. LESSEE shall not have the right to sub-let any part of the described premises without the express written permission of the CITY. However, LESSEE may allow any company which is owned and operated by LESSEE to use the Leased Premises; including, LifeNet, Inc.
11. Regulations. The LESSEE agrees that it will not carry on any business on the leased premises except those businesses generally associated with medical transport operation. All of said operations, if conducted by the LESSEE, shall be conducted in compliance with the Rules and Regulations of the Columbus Municipal Airport as promulgated and amended by the CITY from time to time. The LESSEE, by execution of this Agreement, acknowledges receipt of a current copy of said regulations. Violation of any of said regulation shall constitute a material breach of this Agreement and cause a default hereunder as hereinafter provided.

CITY reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair all publicly owned facilities at the Columbus Municipal Airport and, further, to develop or improve the landing areas and air navigation facilities of the Columbus Municipal Airport, at its sole discretion, without interference or hindrance by LESSEE. CITY'S obligation for repairs or maintenance to the hangar space shall extend only to

maintain the hangar space in a fit and usable condition suitable for the purpose of hangaring aircraft.

12. Area Surrounding Licensed Premises. The LESSEE agrees to keep the leased premises and the area surrounding the same in a neat and orderly fashion and shall not keep storage barrels or other material in public view. The LESSEE further agrees, with regard to the handling of any materials including oil, fuel or any chemicals, that it will abide by all federal, state and local laws and regulations. This specifically includes requirements of the Environmental Protection Agency (EPA) of both state and federal governments, and the violation of any such regulation shall constitute a material breach hereof and a default as hereinafter provided.
13. Affirmative Action. LESSEE agrees that he will undertake an affirmative action program as required by Title 14, Part 152, Subpart E of the Code of Federal Regulations, to insure that no person shall, on the grounds of race, creed, color, national origin, religion, sex or disability be excluded from participating in any employment activities covered in Title 14, Part 152, Subpart E of the Code of Federal Regulations. The LESSEE agrees and represents that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE agrees and represents that it will require that any covered sub-organizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs, as required by Title 14, Part 152, Subpart E, to the same effect.
14. Anti-Discrimination. The LESSEE shall not, on the grounds of race, creed, color national origin, religion, sex of disability discriminate or permit discrimination against any person or persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The CITY reserves the right to take such action as the United States Government may direct to enforce this covenant.
15. Nondiscrimination. The LESSEE agrees to furnish service on a fair, equal and non-discriminatory basis to all users thereof and to charge fair, reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
16. Landing Area. The CITY reserves the right (but shall not be obligated to the LESSEE) to maintain and keep in repair the landing area of the airport and all publicly-owned air navigation facilities of the airport, as it sees fit, together with the right to direct and control all activities of the LESSEE in this regard, regardless of the desires or views of the LESSEE, without interference or hindrance.
17. Aerial Approach. The CITY reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against obstruction. The LESSEE shall not erect, or permit to be erected, any building or other structure on the airport or in any zone by the CITY which, in the opinion of the CITY, be impermissible under any regulation, would limit the usefulness of the airport, or would constitute a hazard to aircraft.

18. War. During time of war or national or state emergency the CITY shall have the right to enter into an agreement with the State of Nebraska and the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.
19. Subordination. This Agreement shall be subordinate to the provisions of any outstanding agreement between the CITY and the United States Government, relative to the maintenance, operation or development of the airport.
20. Interference of Development. It is understood and agreed that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.
21. Airspace. There is hereby reserved to the CITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right-of-flight for the passage of aircraft in the airspace above the surface of the Columbus Municipal Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.
22. Non-Exclusive Right. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
23. Abandonment of Premises. LESSEE shall not vacate or abandon the Leased Premises at any time during the term of this Agreement. If LESSEE abandons, vacates, or surrenders the Lease Premises, or is disposed of it by the process of law, or otherwise, then any personal property belonging to LESSEE and left on the Leased Premises, except for any aircraft, shall be deemed to be abandoned; and, CITY at its sole discretion may elect to keep said personal property for its own use, sell said personal property and keep the proceeds of such sale, or otherwise dispose of said personal property.
24. Default. In the event LESSEE fails to pay any rental fee due herein, fails to keep or perform any of the other terms or conditions listed in this Agreement, becomes insolvent, or becomes involved in bankruptcy proceedings, then fifteen (15) days after written notice of default from CITY, the CITY may, if such default has not been corrected, resort to any and all legal remedies or combinations of remedies which CITY may desire to assert, including but not limited to, one or more of the following:
  - a. Declare the Agreement at an end and terminated;
  - b. Sue for the rent due and to become due under the lease or for any damages sustained by CITY;
  - c. Continue the Agreement in effect and relet the Leased Premises on such terms and conditions as CITY may deem advisable with LESSEE remaining liable for the monthly rent plus the reasonable costs of obtaining possession of the Leased

- Premises and of any repairs and alterations necessary to prepare the Leased Premises for reletting, less the rentals received from such reletting, if any; and
- d. Take any other action which may be allowed under law or equity.

In the event the LESSEE is in default of any term of this Agreement and such default is not cured within fifteen (15) days, excluding paragraph 6, after the date of receipt of written notice of default from the CITY, then in any set of events, CITY, at CITY'S sole option, may terminate this Agreement by written notice to LESSEE. If the breach is not cured within the allotted time, this Agreement shall end and the remainder of all rental payments due under the terms of this Agreement shall accelerate and become immediately due and payable to the CITY. Upon such termination of this Agreement by the CITY, LESSEE will surrender possession of the premises to the CITY and the CITY shall have all remedies of a secured party according to the laws of the State of Nebraska. The CITY may then re-enter the premises and repossess the same and remove all personal effects from the premises.

If Lessee(s) violates paragraph 6 above and LESSEE does not immediately remove or cure such violations listed in paragraph 6 above, LESSEE is immediately in default of the Agreement.

No action by CITY shall be construed as an election to terminate the Agreement unless written notice of such intention is given to LESSEE.

25. Termination. This Agreement may be terminated:
  - a. Without cause, if either CITY or LESSEE gives the other at least ninety 90 days written notice.
  - b. By CITY with cause as it relates to default of the parties, as described in Paragraphs 6 and/or 24 of this Agreement.
26. Notices. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, postage paid, and addressed a follows:

To the LESSEE at:

Air Methods Corporation  
5500 S. Quebec St., Ste. 300  
Greenwood Village, CO 80111  
Attn: Vice President, North Central Region

With a copy to:  
Attn: Legal Department

To the CITY at:

City of Columbus  
Attn: City Administrator  
2424 14<sup>th</sup> Street

Columbus, NE 68601

27. Mere License. The parties agree that this Agreement is a mere license, that it confers upon the LESSEE the privilege of conducting a medical transport operation on the Columbus Municipal Airport and necessary incidental privileges, and that it does not confer any possessory or other rights in the premises described herein.
28. Choice of Law. This lease shall be governed by and construed in accordance with the laws of the State of Nebraska. By signing this lease, the CITY and LESSEE hereby submit to personal and subject matter jurisdiction of the State of Nebraska in Platte County of any dispute between the CITY and LESSEE. To the extent possible CITY and LESSEE waive trial by jury.
29. Taxation. In the event that the premises described herein shall at any time become subject to taxation by virtue of this Agreement or the use thereof by the LESSEE, the LESSEE shall pay such taxes as shall be attributable to such use before they become delinquent.
30. Benefits. This Agreement shall be binding on the successors or assigns of either party, it being recognized that the LESSEE may not assign this agreement without the consent of the CITY.
31. Modification. No oral modifications of this Agreement shall be binding on either party. All modifications shall be in writing executed by authorized parties of both the CITY and the LESSEE.
32. Waiver. Waiver by CITY of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provisions shall remain in full force and effect.
33. Authorization. LESSEE'S execution, delivery, and performance of this Agreement have been duly authorized by all necessary action(s) by the LESSEE and does not conflict with, result in a violation of, or constitute a default under any provision of any Agreement or other instrument binding upon the LESSEE, or with any law, regulation, or court order that is applicable to the LESSEE in any way.
34. Severability. Invalidation of any one or more of the provisions of this Lease, by judgment or court order, shall in no way affect any other provisions of the Lease which other provisions shall remain in full force and effect.
35. Full Integration. This document is a fully integrated agreement superseding any prior agreement between the parties, and embodies a full and complete understanding of the parties.
36. Caption Headings. Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement

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IN WITNESS WHEREOF, the parties have signed this Lease below to be effective as written above:

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

Keith Schadmann 8-16-21  
Airport Manager date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Jan B. Brulley 8-16  
Mayor date  
  
Janella Kline  
City Clerk

AIR METHODS CORPORATION:

David F. Haller 08/16/2021  
Signature date

David F. Haller, Vice President

Printed Name

5500 S. Quebec St., Suite 300  
Greenwood Village, CO 80111  
Address

402.212.1516  
Phone Number

david.haller@airmethods.com  
Email

\_\_\_\_\_  
Signature date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Email

APPROVED AS TO FORM

By AVJ  
City Attorney

14.B. Resolution No. R24-86 approving and accepting Safe Streets For All grant from U.S. Department of Transportation Federal Highway Administration to develop a comprehensive safety action plan.

**RESOLUTION NO. R24-86**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AND ACCEPTING SAFE STREETS FOR ALL GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION IN THE AMOUNT OF \$400,000 WITH SAID GRANT TO BE USED FOR DEVELOPMENT OF A COMPREHENSIVE SAFETY ACTION PLAN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus, Nebraska, has been awarded a Safe Streets For All (SS4A) grant from the U.S. Department of Transportation Federal Highway Administration in the amount of \$400,000 with said grant to be used for the development of a comprehensive safety action plan; and

WHEREAS, the City of Columbus, Nebraska, desires to accept said grant and authorize the Mayor to sign all necessary documents in connection with said grant.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Safe Streets For All grant from the U.S. Department of Transportation Federal Highway Administration is approved and accepted and the Mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



City Hall  
2500 14<sup>th</sup> St.  
Columbus, NE 68601  
402-562-4232  
columbusne.us

## memorandum

DATE: July 29, 2024  
TO: Tara Vasicek, City Administrator  
FROM: Jean Van Iperen, Planning & Economic Development Coordinator  
RE: Agreement for Safe Streets for All grant

### **RECOMMENDATION:**

Approval of the Resolution approving and accepting the Safe Streets For All Grant and authorizing the Mayor to execute all documents related to the grant.

### **DISCUSSION:**

The City was awarded a Safe Streets for All (SS4A) grant from the U.S. Department of Transportation Federal Highway Administration to be used for the development of a comprehensive safety action plan. The grant is in the amount of \$400,000 with the City's share at \$100,000. Area of specific interest in this plan will include Howard Boulevard, 13<sup>th</sup> and 14<sup>th</sup> Streets in the downtown area, 8<sup>th</sup> Street updating the 8<sup>th</sup> Street Corridor Study and the 33<sup>rd</sup> Avenue area due to future development of the City into this area as well as future needs for bridge reconstruction and pavement work.

### **FISCAL IMPACT:**

\$100,000 -- Total cost of the project: \$500,000 (\$400,000 from grant and \$100,000 City match)

### **ALTERNATIVE:**

Do not approve.

Signature:

By: *Jean Van Iperen*

Approved By: \_\_\_\_\_

**1. Federal Award No.**  
**693JJ32440651**

**2. Effective Date**  
See No. 16 Below

**3. Assistance Listings No.**  
20.939

**4. Award To**  
City of Columbus  
2500 14<sup>th</sup> St, Suite 3  
PO Box 1677  
Columbus, NE 68602-1677

**5. Sponsoring Office**  
U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590

Unique Entity Id.: YM4RJGN196F5  
TIN No.: 47-6006144

**6. Period of Performance**  
Effective Date of Award –  
12 months from date of agreement

**7. Total Amount**

Federal Share:	\$400,000
Recipient Share:	\$100,000
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$500,000

**8. Type of Agreement**  
Grant

**9. Authority**  
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)

**10. Procurement Request No.**  
HSA240511PR

**11. Federal Funds Obligated**  
\$400,000

**12. Submit Payment Requests To**  
See Article 5.

**13. Accounting and Appropriations Data**  
15X0174E50.0000.055SR30500.5592000000.4101  
0.610066  
00.0000000000.0000000000.0000000000.00000000  
000

**14. Description of the Project**  
The City of Columbus, Nebraska is set to commission the development of a Comprehensive Safety Action Plan centered on enhancing roadway user safety. The plan will strategically utilize low-cost, high-impact strategies to enhance safety for all roadway users.

**RECIPIENT**

**FEDERAL HIGHWAY ADMINISTRATION**

**15. Signature of Person Authorized to Sign**

**16. Signature of Agreement Officer**

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Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: James B Bulkley  
Title: Mayor

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Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: Robert M. McNamara  
Title: Agreement Officer

## U.S. DEPARTMENT OF TRANSPORTATION

### GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Columbus, Nebraska (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Safe Streets for All Action Plan – FY2023 – City of Columbus

The parties therefore agree to the following:

#### ARTICLE 1 GENERAL TERMS AND CONDITIONS

##### 1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2**  
**APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: Safe Streets for All Action Plan – FY2023 – City of Columbus

Application Date: 07/10/2023

**2.2 Award Amount.**

SS4A Grant Amount: \$400,000

**2.3 Federal Obligation Information.**

Federal Obligation Type: Single

**2.4 Budget Period.**

Budget Period: See Block 6 of Page 1

**2.5 Grant Designation.**

Designation: Planning

**ARTICLE 3  
SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project’s Statement of Work.**

The project will be completed in one phase as follows:

The development of a comprehensive safety action plan aims to eliminate fatalities, accidents, and close misses on City of Columbus streets while promoting public transparency and education. The action plan will identify actionable tasks to reduce and eliminate roadway fatalities and injuries within the community. Key objectives include studying high volume areas, implementing street guidelines, prioritizing visuals for public engagement and enhancing future education. The goal is to develop an action plan that enhances public safety through cost-effective strategies.

**3.2 Project’s Estimated Schedule.**

**April 2024 – July 2024 – RFP for Action Plan**

**August 2024 – March 2026 – Action Plan Development and Approval by Council**

**Action Plan Schedule**

<b>Milestone</b>	<b>Schedule Date</b>
Planned NEPA Completion Date:	July 2024
Planned Draft Plan Completion Date:	June 2025
Planned Final Plan Completion Date:	October 2025
Planned Final Plan Adoption Date:	November 2025
Planned SS4A Final Report Date:	March 2026

**3.3 Project’s Estimated Costs.**

(a) Eligible Project Costs

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$400,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$100,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$500,000

**ARTICLE 4  
RECIPIENT INFORMATION**

**4.1 Recipient Contact(s).**

Jean Van Iperen  
Planning & Economic Development Coordinator  
City of Columbus  
2500 14 St, PO Box 1677; Columbus, NE 68602-1677  
402-562-4273  
Jean.vaniperen@columbusne.us

**4.2 Recipient Key Personnel.**

<b>Name</b>	<b>Title or Position</b>
Braden Labenz	City Project Engineer
Renee Whiting	Engineering Administration Specialist
Rick Bogus	City Engineer

**4.3 USDOT Project Contact(s).**

Christie Dawson  
Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: E71-117  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Assistance Agreement Officer  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-33, Mail Stop E62-310  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-493-2402  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator – Nebraska  
Agreement Officer’s Representative (AOR)  
100 Centennial Mall North Lincoln, NE 68508  
402-742-8460

[Nebraska.FHWA@dot.gov](mailto:Nebraska.FHWA@dot.gov)

and

Alison Koch  
Nebraska Division Office Lead Point of Contact  
Transportation Specialist  
100 Centennial Mall North Lincoln, NE 68508  
402-742-8467  
[alison.koch@dot.gov](mailto:alison.koch@dot.gov)

## **ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION**

### **5.1 Office for Subaward and Contract Authorization.**

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

#### **SUBAWARDS AND CONTRACTS APPROVAL**

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

### **5.2 Reimbursement Requests**

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

**ARTICLE 6**  
**SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.
- 6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan’s list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6** The Recipient of an Implementation Grant agrees to update its Action Plan within two years of the date of this agreement to: align with all Comprehensive Safety Action Plan components in Table 1 of the SS4A FY 2023 NOFO corresponding with any “no” responses in the Self-Certification Eligibility Worksheet; ensure that the Action Plan’s safety focus includes all road users, including pedestrians, bicyclists, and motor vehicle safety; and ensure that the Action Plan was last updated not more than three years prior.
- 6.7** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.8** The Government’s execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.9** There are no other special grant requirements.

**ATTACHMENT A**  
**PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** Columbus City limits with specific focus in the area of 8<sup>th</sup> Street from 33<sup>rd</sup> Avenue east to 3<sup>rd</sup> Avenue, Howard Boulevard, Downtown area, and 33<sup>rd</sup> Avenue.

**Baseline Measurement Date:** N/A

**Baseline Report Date:** N/A

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Equity [for all Grants]	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs [for all Grants]	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [for all Grants]	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B  
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert “N/A” in Section 3.3 of the table.

**Scope:** We are removing the Lost Creek Pkwy focus area from the study because property owners in that area are being required to conduct an independent traffic study. We would like to add the 33<sup>rd</sup> Avenue area due to future development of the City into this area as well as future needs for bridge reconstruction and pavement work. The area also has deep ditches and no shoulders so the safety of travelers both vehicular and walking are a concern.

**Schedule:** By removing one focus area and adding another we do not feel this will affect our schedule for completion of the plan

**Budget:** By removing one focus area and adding another, we do not feel this will affect our budget schedule.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
<b>Future Eligible Project Costs</b>				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs	N/A	N/A	N/A	N/A

**ATTACHMENT C  
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

**1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
X	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
X	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

**2. Supporting Narrative.**

The City’s ensures fairness and efficiency in its procurement processes, aligning with state regulations and best practices. The City’s utilization of the State of Nebraska DBE underscores our dedication to fostering diversity and supporting small businesses in the community. For most projects, the City opts for digital platforms for advertising RFPs and RFQs, streamlining communication and maximizing outreach. By leveraging its website and specialized services, the City ensures opportunities are accessible to a broad spectrum of contractors fostering healthy competition and securing the best talent for our projects.

One of the specific areas that will be a focus of our action plan is an underserved area in our community. A second focal point is adjacent to this same area. By honing in on the enhancement of walking and biking

access, we aim to create safer and more accessible routes for the residents of this area to commute to work and school. We will review the Master Trail plan in coordination with the Action Plan to see how connectivity can improve all access to these troubled areas. With safer alternatives, we can alleviate some of the burdens and risks associated with traditional modes of travel, particularly for those who may not have access to reliable transportation options. Ultimately our goal is to create a more inclusive and equitable community where everyone has the means to thrive.

**ATTACHMENT D**  
**CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

**1. Consideration of Climate Change and Environmental Justice Impacts.**

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
X	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
X	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
X	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

**2. Supporting Narrative.**

The City used the Economic Justice Screening tool to evaluate the areas of the community to determine which sections were disadvantaged and in what categories. We use this tool as we are looking at climate change, housing and energy initiatives.

As we write the RFP for the consultant who will write the plan we will ask them to reassess the utilization and positioning of streetlights and pedestrian walkways. This involved evaluating the current infrastructure and potentially replacing it with more energy-efficient or solar powered alternatives.

Two of the areas of focus in the Plan target an underserved area or is adjacent to an underserved area, recognizing the potential benefits of bolstering tree canopies in both locations. Leveraging the ongoing tree planting by the Parks and Rec Department, the initiative aims to diminish energy consumption, promote physical activity, and mitigate environmental pollutants, including CO2 emissions. Once projects are implemented from the plan, if trees are removed from project areas they will be replaced as well as residents being educated on the benefits of planting trees.

**ATTACHMENT E  
LABOR AND WORKFORCE**

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table align with the application:

X	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> <li>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;</li> <li>b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color;</li> <li>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;</li> <li>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;</li> <li>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and</li> <li>f. maintaining robust anti-retaliation measures covering employees and contractors.</li> </ul> <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

**2. Supporting Narrative.**

As projects take shape, it’s essential to ensure Davis Bacon wages are enforced. This commitment to upholding fair wages underscores the City’s dedication to equity and supports the livelihoods of workers involved in these departments.

14.C.Resolution No. R24-87 approving grant application to the Nebraska Game and Parks Commission for the Loup River Bridge Trail.

**RESOLUTION NO. R24-87**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING APPLICATION TO THE NEBRASKA GAME AND PARKS COMMISSION FOR A RECREATIONAL TRAIL PROGRAM GRANT IN THE AMOUNT OF \$250,000 FOR THE LOUP RIVER BRIDGE TRAIL; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, The City of Columbus, Nebraska intends to apply for a grant from the Recreational Trail Program administered through the Nebraska Game and Parks Commission for the Loup River Bridge Trail project; and

WHEREAS, the Loup River Bridge Trail project meets the goals and priority trail needs as identified in the current Statewide Comprehensive Outdoor Recreation Plan; and

WHEREAS, the City is requesting a grant in the amount of \$250,000 from the Recreational Trail Program; and

WHEREAS, if the grant is successful, matching funds of \$250,000 will be provided by the City; and

WHEREAS, the City will commit the necessary financial resources necessary to operate and maintain the completed project in a safe and attractive manner; and

WHEREAS, the City will not discriminate against any person on the basis of race, color, age, religion, disability, sex, or national origin in the use of any property or facility that is acquired or developed pursuant to the project proposal and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964 and any of the regulations promulgated pursuant to such Act; and

WHEREAS, the City will comply with the federal disability access and use standards where they can be reasonably applied in accord with the Americans with Disabilities Act of 1991; and

WHEREAS, the Loup River Bridge Trail project cost is estimated to be \$3,000,000.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the application to the Nebraska Game and Parks Commission for a Recreational Trail Program grant in the amount of \$250,000 for the Loup River Bridge trail, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska, including any agreements, contracts, or other documents that are required by the State of Nebraska or the Federal Highway Administration.

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



City Hall  
2500 14<sup>th</sup> St.  
Columbus, NE 68601  
402-562-4232  
columbusne.us

## memorandum

DATE: July 29, 2024  
TO: Tara Vasicek, City Administrator  
FROM: Jean Van Iperen, Planning & Economic Development Coordinator  
RE: Application for Nebraska Game and Parks Recreational Trail Grant

**RECOMMENDATION:**

Approval of the Resolution allowing the City to apply for a Nebraska Game and Parks Commission Recreational Trail Program Grant.

**DISCUSSION:**

The City would like to apply for a recreational trail grant through the Nebraska Game and Parks Commission. The grant would be used to help fund the Loup River Bridge Trail. The amount of the grant would be \$250,000 from the Land and Water Conservation Fund. The total cost of the trail project will be \$3 million.

**FISCAL IMPACT:**

\$3,000,000 -- Total cost of the project. Grant funds: \$250,000

**ALTERNATIVE:**

Do not approve.

Signature:

By: *Jean Van Iperen*

Approved By: *[Signature]* \_\_\_\_\_

14.D.Resolution No. R24-88 accepting a Rural Business Development grant from U.S. Department of Agriculture Rural Development to provide educational classes to local business owners.

**RESOLUTION NO. 24-88**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING A RURAL BUSINESS DEVELOPMENT GRANT IN THE AMOUNT OF \$5,382 FROM RURAL DEVELOPMENT, UNITED STATES DEPARTMENT OF AGRICULTURE, TO PROVIDE EDUCATIONAL CLASSES TO LOCAL BUSINESS OWNERS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus, Nebraska (“the Grantee”), intends to accept a Rural Business Development Grant in the amount of Five Thousand Three Hundred Eighty-Two Dollars (\$5,382) from the United States of America, acting through Rural Development (“the Agency”), United States Department of Agriculture, acting under the provisions of the Rural Business Development Grant Program (7 C.F.R. Part 4280, Subpart E) for the purpose of providing a year-long education series aimed at empowering small business owners and entrepreneurs in the Columbus, Nebraska area (herein referred to as the Facility); and

WHEREAS, as a condition to and in consideration of receiving financial assistance in the form of the Rural Business Development Grant from the Agency, this resolution is being adopted.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Grantee agrees as follows:

- (1) The Grantee hereby applies for, approves, and accepts a Rural Business Development Grant in an amount not to exceed Five Thousand Three Hundred Eighty-Two Dollars (\$5,382) in accordance with the terms specified in the Application for Federal Assistance (Form SF 424) and the Letter of Conditions dated July 15, 2024, and the General Requirements for Administration of Rural Business Development Grants (RD Instruction 4280, Subpart E), copies of which have been provided to us.
- (2) The mayor is hereby authorized and directed to apply for, approve, accept, and take all actions necessary to obtain and complete the requirements of the Rural Business Development Grant under the terms offered by the Agency.

This Resolution shall take force and effect immediately.

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

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

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

The voting was Yeas: \_\_\_\_\_, Nays: \_\_\_\_\_, Absent: \_\_\_\_\_.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



City Hall  
2500 14<sup>th</sup> St.  
Columbus, NE 68601  
402-562-4232  
columbusne.us

## memorandum

DATE: July 29, 2024  
TO: Tara Vasicek, City Administrator  
FROM: Jean Van Iperen, Planning & Economic Development Coordinator  
RE: Acceptance of USDA Rural Business Development Grant

**RECOMMENDATION:**

Approval of the Resolution approving and accepting the USDA Rural Business Development Grant in the amount of \$5,382 and authorizing the Mayor to execute all documents related to the grant. The grant will be used for an educational series sponsored by the Business Improvement District for small business owners and entrepreneurs in the Columbus area.

**DISCUSSION:**

The City was awarded a Rural Business Development Grant through the Rural Development, United States Department of Agriculture to assist the Business Improvement District in developing a series of educational classes aimed at empowering small business owners and entrepreneurs in the Columbus area with the knowledge, skills and tools needed to grow their businesses successfully. The classes will be conducted by various subject matter experts and will be offered once a quarter.

**FISCAL IMPACT:**

None – Grant is for \$5,382, match is \$1,919 and will be in-kind donation of meeting spaces.

**ALTERNATIVE:**

Do not approve.

Signature:

By: *Jean Van Iperen*

Approved By: \_\_\_\_\_

July 15, 2024

Mayor James Bulkley  
City of Columbus  
2424 14<sup>th</sup> Street, PO Box 1677  
Columbus, NE 68602-1677

SUBJECT: Rural Business Development Grant (RBDG) – Letter of Conditions  
Grant Amount: \$5,382.00

Dear Mayor Bulkley,

Rural Business-Cooperative Service (RBS) hereby establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. Any changes in project cost, sources of funds, scope of services, and/or any other significant changes in the project or applicant must be reported to and approved by RBS by written amendment to this letter. Any changes not approved by RBS shall be cause for discontinuing processing of the application.

This letter is not to be considered as grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of a grant not to exceed **\$ 5,382.00**.

**If the conditions set forth in this letter, except those to be met after grant closing, are not met within 60 days from the date of this letter, Rural Business-Cooperative Service reserves the right to discontinue the processing of the application. This is not appealable.** Please use the **enclosed RBDG Letter of Conditions Checklist** and include it with the items that are required to be returned within 60 days.

Please **retain the enclosed copy** of the executed Form RD 1940-1, "Request for Obligation of Funds" for your records. The funding period of this grant will begin on the date the grant has been approved and the funds obligated, as indicated on the Form RD 1940-1. The projected time frame for completion of this project is **12 months**.

**Rural Development • Nebraska**

100 Centennial Mall North, Suite #308  
Lincoln, NE 68508  
Voice (402) 437-5568 • Fax (855) 207-0384

USDA is an equal opportunity provider, employer, and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

The Grantee is cautioned that expenditures should not be undertaken for which reimbursement is anticipated under this grant application until **notified in writing** that the grant has been approved, the funds obligated, and the grant has been closed. No grant funds will be allowed for costs incurred or commitments made prior to grant approval and obligation.

Please **complete and return the enclosed** Form RD 1942-46, "Letter of Intent to Meet Conditions," if you desire that further consideration be given your application. BY SIGNING FORM RD 1942-46, "LETTER OF INTENT TO MEET CONDITIONS," YOU ARE HEREBY AGREEING AND ACKNOWLEDGING THAT THIS RURAL BUSINESS DEVELOPMENT GRANT IS A NON-CONTINUING, NON-RENEWABLE GRANT AND ANY APPROVAL OF THIS GRANT IN NO WAY CONSTITUTES AN ASSURANCE THAT FUTURE GRANTS WILL BE AVAILABLE.

### **1. FEDERAL INTEGRITY ACT**

To assure the high standards of honesty, integrity, and impartiality maintained by Agency employees, we need to identify any Agency assistance to be provided to Agency employees, their relatives, or their business or close personal associates. This includes grants to organizations. If you know of any relationship or association you may have with an Agency employee, please provide this information.

### **2. ELIGIBILITY**

RBS assistance is being made available on the basis that the Grantee is recognized as an eligible entity. The USDA Office of General Counsel "OGC" has provided samples of a "Waiver of Notice", "Approving Resolution", "Excerpt of Minutes", and "Grant Closing Opinion", which are **enclosed** for your use. These instruments will need to be executed and signed by an authorized representative of the Grantee or Grantee's legal counsel as appropriate.

### **3. AGENCY ADMINISTRATION**

The grant will be administered by RBS, which oversees the RBDG program. The following USDA Rural Development Business Programs Specialist will service the grant.

**Brant Richardson**  
**(402) 437-5568**  
[brant.richardson@usda.gov](mailto:brant.richardson@usda.gov)

### **4. REQUIREMENT FOR SYSTEM FOR AWARD MANAGEMENT (SAM)**

This grant is further conditioned upon your providing the Agency with evidence of your Unique Entity Identifier (UEI) number and evidence that you are registered in the System for Award Management (SAM).

You as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award and all grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

Your organization is actively registered with an expiration date of **9/19/2024**. Please ensure that this account is kept current.

## **5. USE OF FUNDS**

The proposed grant funds will be used to fund education series aimed at empowering small business owners and entrepreneurs. The Project will support the development of small and emerging private business enterprises in rural areas in accordance with the application package as submitted for an enterprise grant project.

Any changes in the proposed use of funds must be submitted in writing to USDA Rural Development and receive prior written approval.

## **6. APPLICANT CONTRIBUTION**

The Grantee along with private support agrees to provide **\$ 1,919.00** in matching funds to be applied to the project. The matching funds will be applied to the project at the same time grant funds are applied on a prorated basis as follows: **26.28% matching funds and 73.72% grant funds**. Prior to any release of grant funds, the Grantee will provide documentation sufficient to USDA Rural Development that matching funds have been expended on the approved project.

## **7. SCOPE OF WORK**

Grantee will administer the grant in accordance with the approved Scope of Work. USDA Rural Development comments and required changes, if any, in the Grantee's Scope of Work have been or will be provided to the Grantee by USDA Rural Development.

If the Scope of Work indicates the Grantee will sub-contract for the grant assistance to be provided, then the Grantee agrees to retain the responsibility of the grant project and will oversee and control the project through completion.

The Grantee shall obtain prior approval for any change in project cost, sources of funds, scope of services, and/or any other significant changes in the project or applicant. Failure to obtain prior approval of changes may suspend, terminate, and recover the grant funds. Any changes in the Scope of Work, must be approved in writing by USDA by written amendment to this letter.

The projected time frame for completion of this project is **12 months**. Should the project not be completed within 12 months of the date of obligation of funds, the Grantee must request in writing, to USDA, and receive approval, for an extension of time to complete the project. Rural Development may, at its discretion (non-appealable) and under certain conditions, consider a one-time extension of the expiration date of the award up to **12 months**. Grantee must notify Rural Development in writing with the supporting reasons and revised expiration date at least 10 days before the expiration date of the award. Grant extension may not be exercised merely for the purpose of using unobligated balances. Please refer to 2 CFR 200.308 for additional requirements. Page 21 says 30 days.

## **8. RESPONSIBILITIES OF THE GRANTEE**

- The Grantee must certify that the Project is located in a rural area as defined by RD Instruction 4280-E, 4280.403 and 7.U.S.C. 1991 (a) (13) (a) and (d) et seq., and you must certify that the activities provided under this grant will be benefiting a rural area.
- The Grantee must certify that there is no known relationship or association with a Rural Development employee, their relative, or their business or close personal associates.
- The Grantee must certify that no conflict of interest exists as outlined in RD Instruction 4280-E, 4280.406.
- The Grantee must comply with the requirements set forth in RD Instruction 4280-E and RD Form 4280-2, "USDA Rural Development Rural Business-Cooperative Service Financial Assistance Agreement".
- Grantee will certify in writing, that they are in compliance with and will continue to comply with all applicable laws; regulations; Executive Orders; and other generally applicable requirements, including those contained in 2 CFR 200 and 2 CFR 400 in effect on the date of grant approval; and the approved "Letter of Conditions".
- Grantee must certify in writing as being in compliance with the procurement requirements of 2 CFR Part 200 Subpart D, as required in 2 CFR 200.324 C (2), as well as compliance with all applicable State, Local, and Tribal laws and regulations relating to contracting and procurement as identified in 2 CFR Part 200.318.
- The Grantee will be responsible for any additional requirements of Federal, state or local governments that may apply in accordance with RD Instruction 4280-E and 2 CFR Part 200.

- The project will support the development of **small and emerging private business enterprise** in rural areas in accordance with the application submitted or as amended and approved by RBS. Small and emerging private businesses are defined as any private business which will employ 50 or fewer new employees and has less than \$1 million in projected gross revenues. A more detailed definition of gross revenues is available upon request.
- You must certify that at least 51 percent of the outstanding interest in the Grantee and in the small and emerging business enterprises receiving assistance have membership or are owned by those who are either citizens of the United States or reside in the United States after being legally admitted for permanent residence.

By completing and returning the **enclosed** Form RD 1942-46, "Letter of Intent to Meet Conditions," you are certifying that all of the above are true and you accept all the above Responsibilities of the Grantee.

## **9. RBCS FINANCIAL ASSISTANCE AGREEMENT**

Please **complete and return the enclosed**, Form RD 4280-2, "USDA Rural Development RBCS Financial Assistance Agreement." The Grantee will want to become familiar with the "USDA Rural Development RBCS Financial Assistance Agreement," as the Grantee responsibilities are covered in these documents, especially noting the requirement to repay grant funds to USDA Rural Development if certain property purchased with grant funds is sold/is no longer needed by the Grantee, discontinuing a revolving loan fund, or if the proceeds from the RBDG grant are no longer used for the approved purpose.

## **10. DEBARMENT, SUSPENSION**

You also must obtain a certification on Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," from any person or entity you do business with as a result of this Government assistance that they are not debarred or suspended from Government assistance. (**Copy enclosed.**)

## **11. RESTRICTIONS ON LOBBYING**

Section 319 of Public Law 101-121 prohibits applicants and recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Federal Government in connection with a specific award. As a condition of this grant, you must certify that no Federal appropriated funds have been paid or will be paid for lobbying activities in accordance with 7 CFR 3018, Appendix A, and RD Instruction 1940-Q, Exhibit A-1 as appropriate. (**Copy enclosed.**)

## 12. EQUAL OPPORTUNITY AND NONDISCRIMINATION REQUIREMENTS

The Grantee will comply with Title VI of the Civil Rights Act of 1964, "Nondiscrimination in Federally Assisted Programs, "42 U.S.C. 2000d, Section 504 of the Rehabilitation Act for Federally Conducted Programs and Activities, the Age Discrimination Act of 1975 and the Americans with Disabilities Act. RD Forms 400-1, Equal Opportunity Agreement and 400-4, Assurance Agreement, must be completed by the Grantee. The Grantee will be subject to RBS compliance reviews. **(RD Forms 400-1 and 400-4 enclosed.)**

The Assurance Agreement and Letter of Conditions require that the Grantee shall keep records and submit to RBS, upon request, timely, complete and accurate compliance reports as RBS may determine to be necessary to ascertain compliance with Civil Rights laws and program regulation.

## 13. COMPLIANCE REVIEWS

In addition to the "Equal Opportunity and Nondiscrimination Requirements" stated above, each grantee must keep and provide data on race, gender, national origin, disabilities, and any such records, accounts, and other sources of information and facilities as may be pertinent for USDA RBS to determine whether the Grantee has complied or is complying with the regulations. Grantees should have available, for USDA RBS review, racial and ethnic data showing the extent to which members of minority groups are beneficiaries of Federal assistance program. Please refer to the Civil Rights Compliance Review Letter that outlines these requirements and the attachments to the letter to collect the required data (enclosed).

## 14. NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, staff offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language) should contact the responsible Area, agency or staff office; the USDA TARGET Center at (202) 720-2600 (voice and TTY) or the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete form AD-3027, "[USDA Program Discrimination Complaint Form](#)", which can be obtained online at, any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

The recipient will post the Nondiscrimination Statement in its entirety containing only those protected bases mandated in applicable Federal law. USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, disability, age, reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

The full Nondiscrimination Statement must be included on all print and non-print materials (including but not limited to, audio, video, website, brochures, newsletters, by-laws, etc.). If the size of the material is too small to include the full statement, the material will at a minimum, include the following statement in print in the same size as the text:

**“The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual’s income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA’s TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, D.C. 20250-9410, or call toll-free (866) 632-9992 (English) or (800) 877- 8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). “USDA is an equal opportunity provider, employer, and lender.”**

Exceptions to Including the Full USDA Nondiscrimination Statement are if the size of the material is too small to include the full statement. The material will at a minimum, include the following statement when appropriate, in print in the same size as the text the recipient may state:

“This institution is an equal opportunity provider.”

Similarly, when an audio or video presentation does not reasonably lend itself to including the full statement, the presentation will, at a minimum include the following statement, presented in a conspicuous and meaningful manner:

“This institution is an equal opportunity provider.”

Recipients are required to notify applicants with disabilities and LEP (Limited English Proficiency) persons of their right to free language assistance and accommodations and provide free language assistance and accommodations upon request.

## **15. POSTERS**

The USDA poster “And Justice for All” will be the primary method utilized to inform customers of their rights. The poster will be used for this purpose except when appropriate substitutes in outdoor areas are necessary. There are three versions of the “And Justice for All” poster: Form AD-475-A is the poster that displays information relevant to your program. The grantee must also post “Equal Opportunity Employment is the Law” poster (**Copy enclosed**).

Please note that institutions participating in or administering USDA programs are required to display the appropriate “And Justice for All” poster in their facilities where it can be viewed by customers.

All “And Justice for All” posters must be displayed in a specific size: 11” width x 17” height. The minimum text size that will be used on the “And Justice for All” posters is 14 point. Recipients must contact the Rural Development office in the state you are located to order copies of the “And Justice for All” posters.

## **16. GRANTEE INSURANCE AND BONDING**

Grantee must maintain sufficient hazard insurance, workman's compensation insurance and liability insurance, as recommended by Grantee's attorney, to protect the interests of the Grantee and the government. Grantee shall provide satisfactory evidence to USDA Rural Development that all officers of Grantee organization authorized to receive and/or disburse Federal funds are covered by such bonding and/or insurance requirements as are normally required by the Grantee and approved by USDA.

## 17. AUDITS BASED UPON FEDERAL FINANCIAL ASSISTANCE RECEIVED

An annual audit is required in accordance with the Code of Federal Regulations, 2 CFR 200 Subpart F, 2 CFR 200.500-521 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards.

Grantees expending \$750,000 or more of Federal assistance per year must submit an audit in accordance with the provisions of 2 CFR 200.500-521. Grantees that expend less than \$750,000 a year in Federal awards are exempt from the Federal audit requirements for that year except as noted in 2 CFR 200.503. Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

## 18. VISITS

One or more visits may be made during the project period. A visit will be made annually to review the Grantee's operations.

## 19. REPORTING

Per RD Instruction 4280-E, 4280.449 and 2 CFR 200.328, Forms SF-425, "Federal Financial Report" (**enclosed**) and a Project Performance Activity Report (**enclosed**) will be required on a quarterly basis (due 30 calendar days after end of quarter) until all grant funds have been disbursed. Project reporting will begin when the grant is approved and obligated which is the date all parties have executed Form RD 1940-1. Grantee shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished and other performance objectives are being achieved as outlined in the approved scope of work. **No RBS funds will be released unless all reporting requirements are up-to-date, and all documents required by this Letter of Conditions have been received and approved by Rural Development.**

### **Quarterly Project Performance Activity Report**

The quarterly narrative Project Performance Activity Report shall include, but not be limited to, the following:

- a. A comparison of actual accomplishments to the objectives established for that period.
- b. Reasons why established objectives were not met, if any.
- c. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established item periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation; and
- d. Objectives and timetable established for the next reporting period.

## **Final Project Performance Activity Report**

A final narrative Project Performance Activity Report will be required with the last SF-425. The final report may serve as the last quarterly report. The final report must include a final evaluation of the project including jobs created and jobs saved, businesses / individuals assisted. The final report is due 90 days after the completion, expiration or termination of the grant. If additional information is required, you will be notified. RBS may retain 10% of total grant amount until the final report is received and approved.

## **Other Report**

RBS may require the Grantee to prepare a report suitable for public distribution describing the accomplishments made using the grant and, in the case where the grant funded the development or application of a "best practice," to describe that "best practice."

For RBDG where grant funds are used to acquire or improve an asset, such as a business incubator, real estate, or equipment, the grantee will verify and report to RBS the performance measures annually for 3 full grantee's fiscal years after the project completion.

## **20. DISBURSEMENT OF GRANT FUNDS**

The preferred method for the disbursement of grant funds by USDA Rural Development is on a **reimbursement** basis not to exceed one reimbursement every 30 days. If the reimbursement method of payment is not feasible, because the Grantee's lack of sufficient working capital, USDA Rural Development may provide grant funds on an advance basis under strict supervision and prior approval. One copy of enclosed Standard Form (SF) 270, "Request for Advance or Reimbursement," will be submitted to USDA Rural Development. **Copies of paid invoices, receipts, cancelled checks etc., will be required as supporting documentation for the reimbursement.** The financial management system of the recipient organization shall provide for effective control over and accountability for all funds, property, and other assets.

Grant funds will not be disbursed until all provisions of any phased environmental review process (if applicable) are complete in accordance with USDA Rural Development regulations.

Grant funds will be transferred to the Grantee via Electronic Funds Transfer (EFT). The Grantee will **complete and return** to USDA Rural Development, the **enclosed** Form SF-3881, Electronic Funds Transfer Payment Enrollment Form.

It is the intent of the Grantee that all grant funds will be disbursed within one year from the date of grant approval and obligation or in accordance with the Grantee's approved

Scope of Work. In accordance with RD Instruction 4280-E, 4280.451 (b), “any funds not disbursed within 42 months from the date of obligation will be deobligated. The current regulations permit an extension of up to 36 months, in those circumstances where the grant for unforeseen circumstances was not completed within the 1 year time frame. Since the grantee has 90 days to submit a final progress and financial report, and Rural Development employees have 90 days to review, approve and pay the final reimbursement. Therefore, at the end of the 42 months, any funds not reimbursed to the grantee will be deobligated automatically. This is non-appealable

## **21. PROGRAM INCOME**

The Grantee is encouraged to earn program income to defray program costs where appropriate. If the Grantee earns program income during the grant period, then program income will be used to meet the cost sharing or cash matching portions of the project’s budget that was included in the Scope of Work.

## **22. USDA RURAL DEVELOPMENT MULTIMEDIA CONSENT AND RELEASE**

Please complete and return the **enclosed** “USDA Rural Development Multimedia Consent and Release Form” (privacy waiver). This waiver is provided for your consideration. RBS distributes press releases on many projects receiving Federal dollars, loans and/or grants.

## **23. GRANT MONITORING AND SERVICING**

Grant will be monitored and serviced in accordance with RD Instruction 4280-E, part 4280.443, Form RD 4280-2, “Rural Business-Cooperative Service Financial Assistance Agreement,” and 2 CFR Chapter IV.

If you have any questions concerning this letter, please contact me at (402) 437-5568 or at [brant.richardson@usda.gov](mailto:brant.richardson@usda.gov).

Sincerely,

BRANT  
RICHARDSON

Digitally signed by  
BRANT RICHARDSON  
Date: 2024.07.15  
08:52:42 -05'00'

Brant Richardson  
Business Programs Specialist

Enclosures

## ENCLOSURES FOR LETTER OF CONDITIONS

- ◆ RBDG Letter of Conditions Checklist, “Action Steps and Timeline for Enclosures to the Letter of Conditions ”
- ◆ RD 1940-1, "Request for Obligation of Funds"
- ◆ RD 1942-46, "Letter of Intent To Meet Conditions"
- ◆ OGC Sample Documents
- ◆ RD 4280-2, “USDA Rural Development Rural Business-Cooperative Service Financial Assistance Agreement”
- ◆ RD 1940-Q, Exhibit A-1, “Certification for Contracts, Grants, and Loans”
- ◆ RD 400-1, “Equal Opportunity Agreement”
- ◆ RD 400-4, “Assurance Agreement”
- ◆ Civil Rights Compliance Review Letter with Attachments
- ◆ “And Justice for All” Poster
- ◆ “Equal Employment Opportunity is the Law” Poster
- ◆ SF 425, "Federal Financial Report"
- ◆ Project Performance Activity Report
- ◆ SF 270, “Request For Advance or Reimbursement”
- ◆ SF-3881, "Electronic Funds Transfer Payment Enrollment Form"
- ◆ USDA Rural Development Multimedia Consent and Release Form
- ◆ AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions”

## **TECHNICAL ASSISTANCE AND SCOPE OF WORK ATTACHMENT TO LOC**

Grantee will administer the grant in accordance with the approved work plan to provide technical assistance and a Scope of Work as outlined in RD Instruction 4280-E, 4280.427. USDA Rural Development comments and required changes, if any, in the Grantee's plan to provide technical assistance and Scope of Work will be provided to the Grantee.

The Grantee must certify that the "Technical Assistance" provided is benefiting the rural area and the project is located in a rural area.

## **DEBARMENT, SUSPENSION**

You also must obtain a certification on Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," from any person or entity you do business with as a result of this Government assistance that they are not debarred or suspended from Government assistance. **(Copy enclosed.)**

## **DISBURSEMENT OF FUNDS**

It will be necessary for you to be able to account for funds received, obligated, and expended. Grant funds should be disbursed within a reasonable time frame but not to exceed a 12-month period from the date of grant approval unless a written extension is requested 10 days prior to the period ending and concurrence granted. If the Agency concurs in the extension, depending on the circumstances, the extension will also be provided in writing. An Extension request is not automatically approved, but rather concurred on a case-by-case basis.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(date)

Mayor James Bulkley

(title)

000

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated \_\_\_\_\_ between  
City of Columbus  
(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

*A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0201. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required 7 CFR 1901-E. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at [ICRMTRRequests@usda.gov](mailto:ICRMTRRequests@usda.gov).*

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Recipient

(CORPORATE SEAL)

City of Columbus  
\_\_\_\_\_  
Name of Corporate Recipient

Attest:

\_\_\_\_\_  
Secretary

By Mayor James Bulkley  
\_\_\_\_\_  
President

### LETTER OF INTENT TO MEET CONDITIONS

Date \_\_\_\_\_

TO: United States Department of Agriculture

Rural Development

\_\_\_\_\_  
(Name of USDA Agency)

Federal Building  
100 Centennial Mall North, Suite 308  
Lincoln, NE 68508

\_\_\_\_\_  
(USDA Agency Office Address)  
\_\_\_\_\_

We have reviewed and understand the conditions set forth in your letter dated 07-15-2024 . It is our intent to meet all of them not later than 09-13-2024 .

City of Columbus

\_\_\_\_\_  
(Name of Association)

BY \_\_\_\_\_

Mayor James Bulkley

\_\_\_\_\_  
(Title)

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.*

USDA  
Form RD 400-4  
(Rev. 08-22)

Position 3

**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

The City of Columbus

*(name of recipient)*

2424 14th Street, PO Box 1677, Columbus, NE 68602-1677

*(address)*

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

*A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0201. Public reporting for this collection of information is estimated to be approximately 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required by 7 CFR 1901-E. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at [ICRMTRRequests@usda.gov](mailto:ICRMTRRequests@usda.gov).*

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff :

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

#### Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

#### Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.





# Multimedia Release Form

## Consent and Release

I hereby consent to the royalty-free use by the United States Department of Agriculture (USDA) of photograph(s), video(s) and audio recording(s), drawing(s) and written notation (in all referred to as multimedia) taken of me by employees/representatives of the USDA, and of any reproduction in any form, in any media, for any purpose in connection with USDA, world-wide, free and clear of any claim whatsoever on my part. I also consent to the use with the multimedia of my name and any comments I may have made at the time of the recording, including the editing thereof.

Furthermore, I understand that this consent includes consent to USDA to use the multimedia, with or without my name and any comments, for educational, promotional, and outreach purposes, and to use alone or in conjunction with other types of material, including use on the Internet and other means of public display.

I hereby release the United States, its officers, and employees from liability for any violation of any right I may have in connection with the foregoing use. I hereby waive any right of inspection or approval of the multimedia or of the use that may be made of the multimedia, my name, and my comment(s). **I am of legal age, or my parent/legal guardian has completed the next section.**

\_\_\_\_\_  
 (Signature) (Date)

**Mayor James Bulkley - City of Columbus**  
 \_\_\_\_\_  
 (Print Name)

**2424 14th Street, PO Box 1677**  
 \_\_\_\_\_  
 (Mailing Address)

**Columbus, NE 68602-1677**  
 \_\_\_\_\_  
 (City, State, ZIP)

**jim.bulkley@columbusne.us**  
 \_\_\_\_\_  
 (E-mail Address) (Phone)

## Consent of Guardian

I am a/the parent/legal guardian of the minor who executed the foregoing Consent/Release. Acting both for myself individually and on behalf of said minor, I hereby consent to the execution of the foregoing Consent/Release by said minor and agree to the provisions thereof.

\_\_\_\_\_  
 (Signature of Parent/Guardian) (Date)

\_\_\_\_\_  
 (Print Name of Parent/Guardian)

\_\_\_\_\_  
 (Print Name of Minor Child)

\_\_\_\_\_  
 (Mailing Address)

\_\_\_\_\_  
 (City, State, ZIP)

\_\_\_\_\_  
 (E-mail Address) (Phone)

PROGRAM AREA: Rural Business Development Grant IDENTIFYING NOTES: DATE OF SHOOT:	SITE / PROJECT: PHOTOGRAPHER:
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For Internal Use



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
 Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

**(Read instructions on page two before completing certification.)**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Prefix:  First Name:

Middle Name:

Last Name:

Suffix:

Title:

SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

### **Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

14.E. Resolution No. R24-89 approving amendment to design-build agreement with B-D Construction, Inc. for the Van Berg Pro Shop Renovation project.

**RESOLUTION NO. R24-89**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT TO DESIGN-BUILD AGREEMENT WITH B-D CONSTRUCTION, INC. IN THE AMOUNT OF \$112,719 FOR VAN BERG GOLF COURSE PRO SHOP RENOVATIONS, WITH A GUARANTEED MAXIMUM PRICE FOR SAID PROJECT IN THE AMOUNT OF \$121,719; 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, on June 3, 2024, through the adoption of Resolution No. R24-67, the City entered into a contract agreement with B-D Construction, Inc. in the amount of \$9,000 for design phase services for Van Berg Golf Course Pro Shop Renovations; and

WHEREAS, the design-build amendment includes the materials and construction of the pro shop renovations, with a guaranteed maximum price of \$121,719, and establishes the substantial and final completion date of November 30, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the amendment to the design-build agreement with B-D Construction, Inc. in the amount of \$112,719 for Van Berg Golf Course Pro Shop Renovations and a guaranteed maximum price for said project in the amount of \$121,719, 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



# AIA<sup>®</sup> Document A141<sup>®</sup> – 2014 Exhibit A

## **Design-Build Amendment**

This Amendment is incorporated into the accompanying AIA Document A141<sup>TM</sup>-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 16 day of July in the year 2024 (the "Agreement")  
*(In words, indicate day, month and year.)*

**for the following PROJECT:**

*(Name and location or address)*

Van Berg Golf Course Pro Shop Renovation  
City of Columbus, Nebraska

**THE OWNER:**

*(Name, legal status and address)*

City Of Columbus 2500 14<sup>th</sup> Street, Suite 3, P.O. Box 1677  
Columbus, NE 68602-1887

**THE DESIGN-BUILDER:**

*(Name, legal status and address)*

B-D Construction, Inc. 2154 E. 32nd Ave.  
Columbus, NE 68601

The Owner and Design-Builder hereby amend the Agreement as follows.

**TABLE OF ARTICLES**

- A.1 CONTRACT SUM**
- A.2 CONTRACT TIME**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**
- A.5 COST OF THE WORK**

**ARTICLE A.1 CONTRACT SUM**

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:  
*(Check the appropriate box.)*

Stipulated Sum, in accordance with Section A.1.2 below

Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

**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.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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[ ] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

*(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)*

**§ A.1.2 Stipulated Sum**

**§ A.1.2.1** The Stipulated Sum shall be One hundred, twelve thousand, seven hundred nineteen and 00/100 (\$112,719.00 ), subject to authorized adjustments as provided in the Design-Build Documents.

**§ A.1.2.2** The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)*

N/A

**§ A.1.2.3** Unit prices, if any:

*(Identify item, state the unit price, and state any applicable quantity limitations.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

**§ A.1.5 Payments**

**§ A.1.5.1 Progress Payments**

**§ A.1.5.1.1** Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

**§ A.1.5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ A.1.5.1.3** Provided that an Application for Payment is received not later than the 25 day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 25 day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Owner receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ A.1.5.1.4** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

**§ A.1.5.1.5** With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy

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as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

**§ A.1.5.1.6** In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ A.1.5.1.7** Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ A.1.5.2 Progress Payments—Stipulated Sum**

**§ A.1.5.2.1** Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ A.1.5.2.2** Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent ( 10 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

**§ A.1.5.2.3** The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

**§ A.1.5.2.4** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)*

*(Paragraphs deleted)*

**§ A.1.5.5 Final Payment**

**§ A.1.5.5.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to

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correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner’s auditors will review and report in writing on the Design-Builder’s final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner’s auditors report to be substantiated by the Design-Builder’s final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner’s auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

**ARTICLE A.2 CONTRACT TIME**

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than ( ) days from the date of this Amendment, or as follows:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Work to begin August 19<sup>th</sup>, 2024 and Be Completed November 30, 2024

<b>Portion of Work</b>	<b>Substantial Completion Date</b>
Project Completion	November 30, 2024

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The Specifications:  
*(Either list the specifications here or refer to an exhibit attached to this Amendment.)*

Section	Title	Date	Pages
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§ A.3.1.3 The Drawings:  
*(Either list the drawings here or refer to an exhibit attached to this Amendment.)*

Van Berg Golf Course Pro Shop Reno  
 G-001, G-101, A-001, AP101, A-400, A-002

Number	Title	Date
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**§ A.3.1.4** The Sustainability Plan, if any:

*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

**Title**

**Date**

**Pages**

*Other identifying information:*

**§ A.3.1.5** Allowances and Contingencies:

*(Identify any agreed upon allowances and contingencies, including a statement of their basis.)*

**.1** Allowances

Sales Area, bar, countertop and casework- \$10,725

**.2** Contingencies

Discovery Contingency- \$2,770

**§ A.3.1.6** Design-Builder's assumptions and clarifications:

N/A

**§ A.3.1.7** Deviations from the Owner's Criteria as adjusted by a Modification:

N/A

**§ A.3.1.8** To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

**ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**

**§ A.4.1** The Design-Builder's key personnel are identified below:

*(Identify name, title and contact information.)*

**.1** Superintendent

Kevin Rubeck  
402.910.6001

**.2** Project Manager

Bryan Kearney  
402.910.1306  
bryank@bdconstructioninc.com

**.3** Others

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§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:  
(List name, discipline, address and other information.)

Brent Schulz, AIA 152 S.167<sup>th</sup> St Omaha, NE 68118. 402.681.8172

**ARTICLE A.5 COST OF THE WORK**

**§ A.5.1 Cost To Be Reimbursed as Part of the Contract**

**§ A.5.1.1 Labor Costs**

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

*(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
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§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 **Contract Costs.** Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

**§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction**

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

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§ **A.5.1.4.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ **A.5.1.4.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ **A.5.1.4.4** Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ **A.5.1.4.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ **A.5.1.5 Miscellaneous Costs**

§ **A.5.1.5.1** Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ **A.5.1.5.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ **A.5.1.5.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ **A.5.1.5.4** Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ **A.5.1.5.5** Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ **A.5.1.5.6** With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ **A.5.1.5.7** Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ **A.5.1.5.8** With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ **A.5.1.5.9** With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ **A.5.1.5.10** That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### **§ A.5.1.6 Other Costs and Emergencies**

**§ A.5.1.6.1** Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

**§ A.5.1.6.2** Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

**§ A.5.1.6.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

#### **§ A.5.1.7 Related Party Transactions**

**§ A.5.1.7.1** For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

**§ A.5.1.7.2** If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

#### **§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract**

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

#### **§ A.5.3 Discounts, Rebates, and Refunds**

**§ A.5.3.1** Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

**§ A.5.3.2** Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### **§ A.5.4 Other Agreements**

**§ A.5.4.1** When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has

submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ A.5.4.2** Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

**§ A.5.4.3** The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

**§ A.5.5 Accounting Records**

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

**§ A.5.6 Relationship of the Parties**

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
DESIGN-BUILDER (Signature)

  
\_\_\_\_\_  
BRYAN L. KEARNEY TREASURER  
(Printed name and title)



# AIA® Document A141® – 2014 Exhibit B

## Insurance and Bonds

### for the following PROJECT:

*(Name and location or address)*

Van Berg Golf Course Pro Shop Renovation  
City of Columbus

### THE OWNER:

*(Name, legal status and address)*

City of Columbus 2500 14<sup>th</sup> Street Suite 3, P.O. Box 1677  
Columbus, NE 68602-1677

### THE DESIGN-BUILDER:

*(Name, legal status and address)*

B-D Construction, Inc. 2154 E. 32nd Ave.  
Columbus, NE 68601

### THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 15 day of July in the year 2024 .

*(In words, indicate day, month and year.)*

### TABLE OF ARTICLES

- B.1 GENERAL
- B.2 DESIGN BUILDER'S INSURANCE AND BONDS
- B.3 OWNER'S INSURANCE
- B.4 SPECIAL TERMS AND CONDITIONS

### ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

### ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

*(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

### 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.

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§ B.2.1.1 Commercial General Liability with policy limits of not less than One Million Dollars and 00/100 ( \$ 1,000,000.00 ) for each occurrence and Two Million Dollars and 00/100 ( \$ 2,000,000 ) in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than One Million Dollars and 00/100 ( \$ 1,000,000.00 ) per claim and One Million Dollars and 00/100 ( \$ 1,000,000.00 ) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ B.2.1.3 The Design-Builder 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 B.2.1.1 and B.2.1.2.

§ B.2.1.4 Workers' Compensation at statutory limits.

§ B.2.1.5 Employers' Liability with policy limits as provided below:

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than 0 ( \$ 0 ) per claim and 0 ( \$ 0 ) in the aggregate.

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than 0 ( \$ 0 ) per claim and 0 ( \$ 0 ) in the aggregate.

§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than 0 ( \$ 0 ) per claim and 0 ( \$ 0 ) in the aggregate.

§ B.2.1.8 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.2.1.9 **Additional Insured Obligations.** The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ B.2.1.10 **Certificates of Insurance.** The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's

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User Notes:

(1296788276)

primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

**§ B.2.2 Performance Bond and Payment Bond**

The Design-Builder shall provide surety bonds as follows:  
*(Specify type and penal sum of bonds.)*

Type  
N/A

Penal Sum (\$0.00)

**§ B.2.2.1** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**ARTICLE B.3 OWNER'S INSURANCE**

**§ B.3.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**§ B.3.2 Property Insurance**

**§ B.3.2.1** Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

**§ B.3.2.1.1** The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

**§ B.3.2.1.2** If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ B.3.2.1.3** The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ B.3.2.1.4** Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**§ B.3.2.2 Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

**§ B.3.2.3** If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

**§ B.3.2.4 Loss of Use Insurance.** At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

**§ B.3.2.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ B.3.2.6** Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

**§ B.3.2.7 Waivers of Subrogation.** The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ B.3.2.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

**§ B.3.2.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds

received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

**§ B.3.2.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### **ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2024

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).

PRODUCER FNIC P.O. Box 45279 Omaha NE 68145	CONTACT NAME: Randi Wagner, CIC
	PHONE (A/C No, Ext): 402-861-7000 FAX (A/C, No):
	E-MAIL ADDRESS: randi.wagner@fnicgroup.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : BITCO General Insurance Corp NAIC #
INSURED B-D Construction, Inc. 2154 E 32nd Ave Columbus, NE 68601	INSURER B : BITCO National Insurance Co 20109
	INSURER C : BERKLEY NATIONAL INSURANCE CO 38911
	INSURER D :
	INSURER E :
	INSURER F :

**COVERAGES**

CERTIFICATE NUMBER: 1308849359

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		CLP3740401	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP3740402	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3740403	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3740400	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builders Risk			1088909	3/1/2024	3/1/2025	\$2,500,000 Limit \$2,500 Deductible Special Coverage

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Columbus is primary, non contributory additional insured for general liability, including ongoing and completed operations, if required by written contract executed prior to loss. Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Columbus 2424 14th Street Columbus NE 68601	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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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**