

City Council Regular Meeting  
Monday, March 1, 2021 7:00 PM  
Council Chambers  
1369 25 Avenue  
Columbus, NE 68601

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

# **OPEN MEETINGS ACT**

**NEBRASKA  
REVISED STATUTES  
84-1407 THROUGH 84-1414**



**EFFECTIVE  
NOVEMBER 14, 2020**



**This is a complimentary copy of the Open Meetings Act - Nebraska Revised Statutes 84-1407 through 84-1414. We hope you find it helpful when conducting your public meeting.**

**There were revisions made to the Open Meetings Act in the 2020 Nebraska State Legislature. The most recent version of the Open Meetings Act in this manual is in effect as of November 14, 2020.**

**This manual is provided to Nebraska municipalities by the League of Nebraska Municipalities (LONM) and the League Association of Risk Management (LARM).**



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**84-1407. ACT, HOW CITED. SECTIONS 84-1407 TO 84-1414 SHALL BE KNOWN AND MAY BE CITED AS THE OPEN MEETINGS ACT.**

**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.

**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.

(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, and (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;

(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) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

**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.

**84-1411. MEETINGS OF PUBLIC BODY; NOTICE; METHOD; CONTENTS; WHEN AVAILABLE; RIGHT TO MODIFY; DUTIES CONCERNING NOTICE; VIDEOCONFERENCING OR TELEPHONE CONFERENCING AUTHORIZED; EMERGENCY MEETING WITHOUT NOTICE; APPEARANCE BEFORE PUBLIC BODY.**

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

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

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

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

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

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

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

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

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state coun-

cil, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

(a) Reasonable advance publicized notice is given as provided in subsection (1) of this section;

(b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;

(c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;

(d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and

(e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or

(ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

(a) The territory represented by the educational service unit, member educational service units, community college board of governors, public

power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;

(b) Reasonable advance publicized notice is given as provided in subsection (1) of this section which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;

(c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;

(d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that:

(i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and

(ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

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

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

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

## **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, camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

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

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

(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 a telephone conference call available at an instate 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;
- (f) Reasonable arrangements are made to provide viewing at other instate locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and
- (g) 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) The public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

(8) Public bodies shall make available at the meeting or the instate location for a telephone conference call or videoconference, 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. 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.

### **84-1413. MEETINGS; MINUTES; ROLL CALL VOTE; SECRET BALLOT; 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, except as provided in subsection (6) of this section, and 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 the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

**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.

**EFFECTIVE DATE – NOVEMBER 14, 2020**

**DISTRIBUTED BY THE  
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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 February 16, 2021, City Council meeting.

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on February 16, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgement of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Captain Doug Molczyk, Public Property Director Doug Moore, Public Works Director Chuck Sliva, Human Resources Director Tammy Orender, and Library Assistant Brenda Pflum.
2. **PRAYER:** Augustine-Schulte led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE.**
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 4.A. **Minutes of February 1, 2021, City Council meeting.**
  - 4.B. **Minutes of February 1, 2021, Community Development Agency meeting.**
  - 4.C. **Minutes of February 3, 2021, Civil Service Commission meeting certifying police officer candidates Tehya Eckhoff, Matthew Wehling, and Benjamin Wotipka and additional police officer candidates Rachel Lade, Grady Robinson, and Jordon Brichacek, for potential position in the near future.**
  - 4.D. **Reappointment of Pat Miller as assistant fire chief for one-year term.**
  - 4.E. **Resolution No. R21-26 approving purchase agreement with Sapp Bros. Real Estate Investment Co., LLC for real property for Lift Station No. 7 (23**

**Street east of E 3 Avenue).** Resolution No. R21-26 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING PURCHASE AGREEMENT WITH SAPP BROS. REAL ESTATE INVESTMENT CO., LLC WITH RESPECT TO THE ACQUISITION OF A PERMANENT EASEMENT AND TEMPORARY EASEMENT ON A TRACT OF LAND LOCATED IN LOT 5, BLOCK A, REPLAT OF THE VILLAGE SOUTH SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, THE SAME BEING IN CONJUNCTION WITH THE SANITARY SEWER LIFT STATION NO. 7 PROJECT (23 STREET EAST OF E 3 AVENUE).

**4.F. Finance Department reports.**

**4.G. Payroll and bills on file.** B-Bond Payments; CP-Capital Projects; E-Expenses; G-Grants; R-Refund; S-Service & Supplies; T-Training 02/19/20 Payroll \$651,911.71; A to Z Databases 2,684.00 S; A to Z Messaging 105.00 S; Ace Hardware 125.58 S; Ace Sanitation 78.00 S; Advance Auto Parts 819.09 S; Ag Spray Equip 673.08 S; A Niedbalski 14,421.57 G; Aqua-Pure 6,503.81 S; Arnold Motor Sup 153.87 S; R Batenhorst 2,040.00 T; Behlen Towing 810.00 S; Bibliotheca 208.78 S; Black Hills Energy 7,065.24 S; Blackstone Pub 26.43 S; Blackstrap 3,263.90 S; BOKF NA 286,343.26 B; Bound Tree Med 1,648.70 S; C Branting 80.64 E; BVH 172,480.20 CP; Capital Bus Sys 31.17 S; Capstone Realty 2,628.48 G; Ctr for Munic Sol 625.00 S; Ctr Point Lrg Prt 178.56 S; Central Parts 260.29 S; Century Link 994.63 S; CK Excav 348.00 S; Club Prophet 90.00 S; CNC Repair 1,081.43 S; Col Chamber 1,540.00 S; CCH 4,335.85 S,T; Col Custom Embr 361.00 S; Col Steel 1,064.09 S; Telegram 3,921.76 S; Comm Internet 45.00 S; Con Mgmt 330.34 T; Con Water Sol 13,500.03 S; Core & Main 20,646.04 S; Cornhusker Pwr 907.72 S; Culligan 458.51 S; DAS State Acctg 1,215.99 S; DHHS 2,100.00 CP; D Dunbar 7,723.97 E,S; Eakes 1,873.64 S; Elec Pump 1,639.94 S; Electronic Eng 7,970.50 CP,S; Fastenal 974.67 S; FBINAA 250.00 S; First Natl Bank 5,444.24 E,S; Frontier 2,313.26 S; Frontier Coop 495.00 S; Gale 278.11 S; Galls 187.08 S; George Butler Assoc 12,350.00 CP; Godfather's 337.41 S; GolfNow 175.00 S; Great Plains Comm 310.00 S; D Gubbels 146.50 S; Hadley-Braithwait 149.85 S; HDR 7,739.94 CP; Heartland Nat Gas 7,616.31 S; HLK 1,900.32 G; Hobby Lobby 29.90 S; Home Improv USA 2,347.50 G; Hotsy Equip 987.57 S; M Howerter 616.00 S; Humphrey Democrat 27.00 S; Hy-Vee 106.79 S; Ingram Libry 418.39 S; Ins Serv of Col 40.00 S; Intl Assn of Chief of Police 190.00 S; Intl Code Council 33.00 S; Interstate Battery 38.56 S; Jackson Serv 2,135.11 S; JEO 1,632.50 CP; Keep Col Beautiful 44.48 S; Kelly Sup 29.50 S; Koch Excav 4,680.00 S; Language Line 88.59 S; Lassek Elec 175.00 S; Lincoln Winwater Works 503.50 S; Lingo 51.65 S; Loup Pwr 90,493.44 S; MacQueen Equip 4,741.80 S; Mail Prep 4,205.04 S; Mailbox 131.73 S; Matheson-Linweld 25.11 S; Menards 468.98 S; Mid-State Eng 2,452.50 CP; MW Lab 94.50 S; MW Tape 74.97 S; Mike's Towing 948.00 S; Motion Ind 2,877.84 S; MTM Recog 395.83 S; Munic Pipe Tool 317.76 S; NDEE 150.00 T; NE Golf & Turf 1,331.36 S; NE Harvestore 22.13 S; NE Notary Assoc 260.00 S; Niemann's

Port-A-Pot 40.00 S; NENEDD 2,115.00 G; NE NE Solid Waste Coal 52,771.52 S; Novicki Fire Prev 405.00 S; Occup Hlth 480.00 S; OCLC 875.79 S; Officenet 684.39 S; O'Keefe Elevator 214.00 S; Olson's Pest Tech 50.00 S; One Call Concepts 104.99 S; One Source 125.00 S; O'Reilly 125.86 S; Paper Tiger Shred 168.15 S; Petty Cash 220.69 E; Platte Co 3,097.23 S; Reg of Deeds 308.00 S; Police Chiefs Assn 50.00 S; Productivity Plus 71.91 S; Public Safety Dive Sup 990.00 T; Reardon 101.96 S; Recorded Bks 3,030.00 S; Redstone Vet 904.30 S; Roto Grp 9,600.00 CP; RVW 2,086.00 CP; Sapp Bros 28,324.10 S; Schieffer Signs 419.00 S; Schwing Bioaset 640.02 S; ServiceMaster 7,941.00 S; Shevlin Supply 39.97 S; Sipple Hansen Emerson Schumacher Klutman & Valorz 6,453.00 S; Sirius 8,686.00 S; Smith Fertilizer 7,472.48 S; NE Dept of Rev 50,478.90 S; Sysco 7,305.69 S; Telecomm Sys 1,554.00 S; Time Warner 85.16 S; Tire Outlet 452.00 S; Tooley Drug 133.75 S; Tractor Sup 237.65 S; Truck Ctr 163.06 S; Turfwerks 274.89 S; Twin Rivers Vet 391.55 S; U & I 119.50 S; USA Blue Bk 502.19 S; Van Wall 1,614.46 S; Verizon 2,516.05 S; Warren Garage Dr 14,078.50 S; Waste Connections 151.86 S; Wellness Partners 10.00 S; West Point Implement 4,648.79 S; J Zysset 1.59 R. TOTAL \$1,614,463.47.

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

6. **SPECIAL PRESENTATIONS:** None

7. **PUBLIC HEARINGS:**

7.A. **Public hearing – amending hours of service for Columbus Area Transit, for which financial assistance is being sought from the Federal Transit Administration, to eliminate Sunday service from days and time of operation schedule.** No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.

7.A.1. **Resolution No. R21-27 amending policies and procedures of the Columbus Area Transit to to eliminate Sunday service from days and time of operation schedule.** Moore reported that an average of two patrons have utilized the service on Sundays over the past few years and pointed out that currently there is no weekend service due to COVID. Resolution No. R21-27 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE POLICIES AND PROCEDURES FOR COLUMBUS AREA TRANSIT TO ELIMINATE SUNDAY SERVICE FROM THE DAYS AND TIME OF OPERATION SCHEDULE, A COPY OF WHICH IS ATTACHED HERETO; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.

7.B. **Public hearing – Consideration of blight and substandard area**

**designation study by RDG Planning and Design and determine whether a tract of land known as Redevelopment Area 10 (area west of the city limits with boundaries of Highway 81 and Lost Creek Parkway) is blighted and substandard as defined in the Community Development Law. (Planning Commission recommends approval.)** In response to Bret Kumpf, 3930 48 Avenue, Vasicek explained that when a request for Tax Increment Finance (TIF) funding comes in for an area that is not designated as blighted and substandard, a study is required to determine whether or not it meets the criteria. She further explained that surrounding areas of any potential property to be developed using TIF is also included in the blighted and substandard studies for future development. It was noted there is a purchase agreement pending for 140 of the 268 acres included in the study and in order to qualify for TIF, the developer will be required to voluntarily annex the property. The public hearing closed with a motion by Bahr and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 7.B.1. Resolution No. R21-28 designating tract of land as blighted and substandard and in need of redevelopment pursuant to the Community Development Law.** Resolution No. R21-28 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, DIRECTING THAT REDEVELOPMENT AREA 10 IN THE BLIGHT AND SUBSTANDARD AREA DESIGNATION UPDATE, PREPARED BY RDG PLANNING & DESIGN, FEBRUARY 2021, AND AS DESCRIBED IN THIS RESOLUTION, BE DECLARED AS BLIGHTED AND SUBSTANDARD AND IN NEED OF REDEVELOPMENT PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT LAW was adopted with a motion by Kresha and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and Jablonski voted "Nay".

- 7.C. Public hearing - Application of Ferguson Properties, Inc. for final plat and development agreement of Park Place 9th Addition (33 Street and 45 Avenue). (Planning Commission recommends approval.)**

and

- 7.C.1. Public hearing - Determine whether Park Place 9th Addition should be included within corporate city limits. (Planning Commission recommends approval.)**

and

- 7.C.2. Resolution No. R21-29 approving final plat, development agreement, and bringing said addition into corporate city limits.** It was noted that required documents were not finalized prior to the meeting and Agenda Items 7.C, 7.C.1, and 7.C.2, Public hearings and Resolution No. R21-29 were continued to 7 p.m., March 1, 2021, with a motion by Augustine-Schulte and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and

Schilling voted "Aye" and none voted "Nay".

8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** Finance Department reports included in Consent Agenda.
- 9.A. **Police department update on mask ordinance.** It was noted that no calls were received since the last report and the ordinance will sunset on February 23rd. Bulkley thanked the community for support of the ordinance and asked everyone to continue doing what they can to help stop the spread of the virus.
10. **REPORTS OF COUNCIL COMMITTEES:**
- 10.A. **PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - February 8, 2021**
- 10.A.1. **Request of Laurie Millard to vacate alley on east side of 22 Avenue south of 23 Street.** The Public Property, Safety, and Works Committee recommended to the mayor and council that the request of Laurie Millard to vacate the alley on the east side of 22 Avenue south of 23 Street be approved. It was noted that the property owner is requesting the vacation of the alley to provide extra space for parking as she will be losing space due to the impending construction of 23 Street. The report was adopted with a motion by Roth and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 10.A.2. **Implementation of a sidewalk improvement plan or program.** The Public Property, Safety, and Works Committee recommended to the mayor and council that staff proceed with a survey to determine the need for implementation of a sidewalk improvement plan or program. Vasicek explained that the survey will determine whether citizens feel sidewalks are an issue in the community. The report was adopted with a motion by Roth and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 10.B. **PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE – February 9, 2021**
- 10.B.1. **Operational and staff changes to locate all code enforcement, other than parking, to the Community Development department.** The Public Finance, Judiciary, and Personnel Committee recommended to the mayor and council to proceed with operational and staff changes to locate all code enforcement, other than parking, to the Community Development department. The report was adopted with a motion by Augustine-Schulte and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 10.B.2. **Request for proposals for employee health, dental, and prescription**

**insurance.** The Public Finance, Judiciary, and Personnel committee recommended to the mayor and council to authorize staff to request proposals for health, dental, and prescription insurance. The report was adopted with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

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

**12. REPORTS ON LEGISLATION:** None

**13. NEW BUSINESS:**

**13.A. Northeast Nebraska Area Agency on Aging 2022 Detailed Plan of Operation and Budget and application for funding for Columbus Community Center.** The Northeast Nebraska Area Agency on Aging 2022 Detailed Plan of Operation and Budget and application for funding for Columbus Community Center was approved with a motion by Augustine-Schulte and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**13.B. Comments from mayor and city council members.** Bulkley displayed a poster signed by local students thanking city employees for cleaning the streets following the recent snowstorms. He noted that he received many positive comments from the public and commended city staff on the great job they do.

**14. RESOLUTIONS:**

**14.A. Resolution No. R21-30 declaring intent to issue bond anticipation notes and bonds for costs of constructing a community building (library, children's museum, art gallery, and community room) in an amount not to exceed \$10,000,000 and limited tax general obligation certificates of participation for city hall portion of the community building in an amount not to exceed \$7,000,000.** Vasicek explained that this resolution declares the intent to issue bonds for financing the community building project and a resolution to actually issue the bonds will be presented at the March 1, 2021, meeting. Resolution No. R21-30 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING A REIMBURSEMENT RESOLUTION AND DECLARING AN OFFICIAL INTENT TO ISSUE BOND ANTICIPATION NOTES AND BONDS TO PROVIDE FUNDS AND REIMBURSEMENT TO PAY COSTS OF CONSTRUCTING A COMMUNITY BUILDING (LIBRARY, CHILDREN'S MUSEUM, ART GALLERY, AND COMMUNITY ROOM) IN AN AMOUNT NOT TO EXCEED \$10,000,000, AS APPROVED BY THE COLUMBUS ELECTORS ON NOVEMBER 3, 2020, AND LIMITED TAX GENERAL OBLIGATION CERTIFICATES OF PARTICIPATION TO PROVIDE FUNDS AND REIMBURSEMENT TO PAY FOR THE CITY HALL PORTION OF THE COMMUNITY BUILDING PROJECT IN AN AMOUNT NOT TO EXCEED

\$7,000,000 was adopted with a motion by Lohr and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**15. ORDINANCES ON FIRST READING**

**15.A. Ordinance No. 21-06 approving annexation of property in part of the NE1/4 and SE1/4, Section 20, T17N, R1E and in part of the SW1/4, Section 21, T17N, R1E of the 6th P.M., Platte County, Nebraska (south of the intersection of 3 Avenue and 19 Street and east of the intersection of 3 Avenue and 13 Street).** On its first reading, Ordinance No. 21-06 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING CORPORATE BOUNDARIES TO THE CITY OF COLUMBUS BY ANNEXING A TRACT OF LAND LOCATED IN THE NE1/4 AND SE1/4 OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; A TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; AND A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THAT THE CITY MAP BE AMENDED TO SHOW SAID PARCELS AS BEING INCLUDED WITHIN THE CORPORATE LIMITS OF THE CITY OF COLUMBUS AND MADE A PART THEREOF; THAT SAID PARCELS OF LAND ARE CURRENTLY UNPLATTED TRACTS OF LAND WHICH ARE CONTIGUOUS TO THE CORPORATE CITY LIMITS AND WITHIN THE ZONING JURISDICTION OF THE CITY OF COLUMBUS; TO REPEAL ALL ORDINANCES OR RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only.

**15.B. Ordinance No. 21-07 amending Sections 130.126 and 130.127 of Chapter 130 of Title XIII of Columbus City Code regarding tobacco, electronic nicotine delivery systems, and alternative nicotine products to define the age limit as that age which is set forth in state statutes and replace terminology referring to vapor with electronic nicotine delivery systems.** The rules were suspended and Ordinance No. 21-07 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 130.126 AND SECTION 130.127 OF CHAPTER 130 OF TITLE XIII OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) REGARDING USE AND SALE OF TOBACCO, ELECTRONIC NICOTINE DELIVERY SYSTEMS, AND ALTERNATIVE NICOTINE PRODUCTS TO DEFINE THE AGE LIMIT AS THAT AGE WHICH IS SET FORTH IN NEB. REV. STAT. § 28-1418 AND § 28-1419 AND TO REPLACE TERMINOLOGY REFERRING TO VAPOR WITH TERMINOLOGY REFERRING TO ELECTRONIC NICOTINE DELIVERY SYSTEMS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT

HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 21-07 was adopted with a motion by Bahr and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

16. **ORDINANCES ON SECOND READING:** None
17. **ORDINANCES ON THIRD READING:** None
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Payroll and all other bills included in Consent Agenda
- 18.A. **ARL Credit Services.** ARL Credit Services - Service \$1,341.00. Jablonski requested to be excused from discussion on this agenda item because he is an owner of ARL Credit Services and therefore has a conflict of interest. Jablonski was allowed to abstain from voting on this agenda item and the rules requiring him to leave the council chambers during discussion and vote were suspended with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained from voting. The bill from ARL Credit Services was approved with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained from voting.
19. **UNFINISHED BUSINESS:** None
20. **ADJOURNMENT:** The meeting adjourned at 7:43 p.m.

Presented and approved this 1 day of March, 2021.

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MAYOR

ATTEST:

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CITY CLERK

4.B. Quote from Gehring Construction & Ready Mix Co., Inc. in the amount of \$23,000 for concrete paving on 47 Avenue near fire station.

The City of **Columbus**

**MEMORANDUM**

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**DATE:** February 25, 2021  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Quote from Gehring Construction & Ready Mix Co., Inc. for 47<sup>th</sup> Avenue Paving

**RECOMMENDATION:**

I recommend the approval of quote provided by Gehring Construction & Ready Mix Co., Inc. in the amount of \$23,000 for paving the gravel curve on 47<sup>th</sup> Avenue by the Fire Department.

**DISCUSSION:**

Quote to construct new pavement, 80' x 33' wide and 8" thick on gravel curve of 47<sup>th</sup> Avenue by the new Fire Station. Proposed construction to start the week of March 1, 2021.

**FISCAL IMPACT:**

\$23,000 for the project and will use Miscellaneous CIP 20-70

**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

By: Rick Bogus

Approved By: 

# City of Columbus

## Quote Sheet for Purchases

Department: Engineering

Charge to Account Number: CIP 20-70

Department Head Approval: Rick Bogus

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

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

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

Date: 2/24/2021 Time: \_\_\_\_\_

Vendor Name: Gehring Construction & Ready Mix Co., Inc.

Vendor Employee Name: Stephen Anderson

Telephone: 402-564-2841

Quote For: Paving of 47th Avenue by new Fire Station

| Quote Includes: | Item Totals:       |
|-----------------|--------------------|
| See Attached    | \$23,000.00        |
|                 |                    |
|                 |                    |
|                 |                    |
|                 |                    |
|                 |                    |
| <b>Total:</b>   | <b>\$23,000.00</b> |

Quote Excludes:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Delivery Date: \_\_\_\_\_ Shipped By: \_\_\_\_\_

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

Tax Excluded

City Employee Obtained Quote: Rick Bogus



# Gehring Construction & Ready Mix Co., Inc.

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

Toll Free 1-800-658-4056 Fax 402-564-4478  
[www.gehringconcrete.com](http://www.gehringconcrete.com)



Columbus Plant: 4979 Howard Blvd, 402-564-2841  
Humphrey Plant: 400-5<sup>th</sup> Ave, 402-923-1080

## Construction Quotation Sheet

Proposal To: City of Columbus

Attn: Rick Bogus

Job Reference: 47<sup>th</sup> Ave by new Fire Station

### Bid Includes Labor & Materials

- Construct new pavement, 80' x 33' wide x 8" thick.
- Includes excavation, subgrade prep and final grading.
- \$23,000.00

Thank you for the opportunity to quote this job. Please let us know if we can be of any more assistance.

**Acceptance;** Subject to being awarded the contract, we hereby order the materials listed above at all the listed prices.

Co. \_\_\_\_\_ Co. Gehring Construction & Ready Mix Co.

By \_\_\_\_\_ By Kevin Gehring

Title \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date 2/24/21

4.C. Resolution No. R21-31 approving agreement with State of Nebraska for permanent easement in Roselawn Cemetery in conjunction with Highway 30 reconstruction project.

**RESOLUTION NO. R21- 31**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE ACQUISITION CONTRACT WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION GRANTING A PERMANENT EASEMENT FOR LIGHT POLE CONSTRUCTION AND MAINTENANCE ON PROPERTY LOCATED IN ROSELAWN CEMETERY; 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 owns and operates Roselawn Cemetery; and

WHEREAS, for its Highway 30 (23rd Street) reconstruction project that will be taking place in Columbus, the Nebraska Department of Transportation needs to acquire a permanent easement on a small portion of property located in Roselawn Cemetery; and

WHEREAS, the Nebraska Department of Transportation has proposed a property acquisition contract for the purpose of acquiring this permanent easement for installing and maintaining two street lights.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the acquisition contract with the Nebraska Department of Transportation granting a permanent easement on property located in Roselawn Cemetery, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is hereby authorized, directed, and empowered to 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM BY:

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



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

### ACQUISITION CONTRACT

Copies to:

- 1. Right of Way Division, NDOT
- 2. Owner (NDOT Approved)
- 3. Owner
- 4. District

Project No.: **30-5(134)**  
 Project Name: **23rd Street in Columbus**  
 Control No.: **32234**  
 Tract No.: **86 (2/16/2021)**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 by and between **City of Columbus**,  
 Address: **2424 14th Street Columbus, NE 68601**, hereinafter called the OWNER, and the Nebraska  
 Department of Transportation, hereinafter called the STATE.

#### PERMANENT EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the STATE, a Permanent Easement which will be prepared and furnished by the STATE, to certain real estate described as follows:

A PERMANENT EASEMENT TO A TRACT OF LAND FOR LIGHT POLE CONSTRUCTION AND MAINTENANCE PURPOSES LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, PLATTE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE WESTERLY A DISTANCE OF 406.44 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTHERLY DEFLECTING 090 DEGREES, 00 MINUTES, 00 SECONDS LEFT, A DISTANCE OF 35.00 FEET TO A POINT ON THE SOUTHERLY EXISTING HIGHWAY 30 RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE WESTERLY DEFLECTING 090 DEGREES, 00 MINUTES, 00 SECONDS RIGHT, A DISTANCE OF 5.20 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTHERLY DEFLECTING 090 DEGREES, 00 MINUTES, 00 SECONDS LEFT, A DISTANCE OF 4.55 FEET; THENCE EASTERLY DEFLECTING 090 DEGREES, 00 MINUTES, 00 SECONDS LEFT, A DISTANCE OF 5.20 FEET; THENCE NORTHERLY DEFLECTING 090 DEGREES, 00 MINUTES, 00 SECONDS LEFT, A DISTANCE OF 4.55 FEET TO A POINT ON THE SOUTHERLY EXISTING HIGHWAY 30 RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 23.66 SQUARE FEET, MORE OR LESS.

THE EASEMENT AREA(S) MAY BE USED FOR THE TEMPORARY RELOCATION OF UTILITIES DURING THE CONSTRUCTION OF THE PROJECT.

Project No.: **30-5(134)**  
 Project Name: **23rd Street in Columbus**  
 CN: **32234**  
 Tract No.: **86 (2/16/2021)**



Duly executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

**City of Columbus.**

\_\_\_\_\_

**Authorized Agent**

James Bulkley, Mayor  
Print name of Agent and Title

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

A.D., 20\_\_\_\_\_, by James Bulkley, Mayor  
(Signer of instrument) (Title of agent)

of City of Columbus, on behalf of the City.  
(Name of City)

\_\_\_\_\_

Notary Public

[ ]

NOTARY STAMP HERE

[ ]

APPROVED AS TO FORM:

By AVG  
City Attorney

Project No.: 30-5(134)  
Project Name: 23rd Street in Columbus  
CN: 32234  
Tract No.: 86 (2/16/2021)

4.D. Resolution No. R21-32 approving purchase agreement with Auto One, Inc. in the amount of \$14,040 for real property for Lift Station No. 7 (23 Street east of E 3 Avenue).

**RESOLUTION NO. R21- 32**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ACCEPT AND APPROVE THE PURCHASE AGREEMENT IN THE AMOUNT OF \$14,040 WITH AUTO ONE, INC. WITH RESPECT TO THE ACQUISITION OF A PERMANENT EASEMENT ON A TRACT OF LAND LOCATED IN LOT 1, JED BRUNKEN SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, THE SAME BEING IN CONJUNCTION WITH THE SANITARY SEWER LIFT STATION NO. 7 PROJECT.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the purchase agreement signed by the property owner, Auto One, Inc. on February 10, 2021, with the City of Columbus, be and hereby is approved and accepted by the City of Columbus and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska, and the city treasurer is authorized and directed to pay to Auto One, Inc. the sum of \$14,040 for a permanent easement, said easement being located in Lot 1, Jed Brunken Subdivision to the City of Columbus, Platte County, Nebraska, and more particularly described in the purchase agreement attached hereto as Exhibit "A" and incorporated herein by reference. Said acquisition is in conjunction with the Sanitary Sewer Lift Station No. 7 Project.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

The City of **Columbus**

**MEMORANDUM**

**DATE:** February 22, 2021  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Lift Station No. 7 Property Acquisition and Easements

**RECOMMENDATION:**

I recommend approval of the authorization to obtain the property acquisition associated with the Lift Station No. 7 project.

Auto One Inc. – Permanent Easement

**DISCUSSION:**

Property acquisitions include total and partial takings for right-of-way, permanent easements, temporary easements, for the construction of Lift Station No. 7. Midwest Right-of-Way has been retained by the City to obtain these acquisitions.

**FISCAL IMPACT:**

Permanent Easement: \$14,040. Part of CIP 20-92 in the amount of \$600,000.

**ALTERNATIVE:**

None

**SIGNATURE:**

By: Richard J. Bogus

Approved By: Tara Vasicek

# City Of Columbus Lift Station #7



STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

**PURCHASE AGREEMENT**

Copies to:

|          |  |
|----------|--|
| 1. BUYER | MROW Number: 000543                                |
| 2. OWNER | Project Name: Sanitary Sewer Lift Station Number 7 |
|          | Project Number: 211.829                            |
|          | Control Number: N/A                                |
|          | Tract Number: 2                                    |

THIS CONTRACT, made and entered into this 10<sup>th</sup> day of February, 2021,  
by and between, AUTO ONE, INC. a Nebraska Corporation  
Address: 1112 South Locust, Grand Island, Nebraska 68801  
hereinafter called the OWNER, and the CITY OF COLUMBUS, NEBRASKA, hereinafter called the  
BUYER.

WITNESSETH: In consideration of the payment or payments as specified in attached exhibits:

**PERMANENT EASEMENT**

the OWNER hereby agrees to execute to the BUYER, a Permanent Easement which will be prepared  
and furnished by the BUYER, to certain real estate described as:

**SEE ATTACHED  
PERMANENT EASEMENT EXHIBIT**

The BUYER agrees to purchase the above described Right of Way and/or Easement(s) and to pay,  
therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires,  
he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating  
the premises being acquired.

**PERMANENT EASEMENT**

|               |              |       |                |              |                            |
|---------------|--------------|-------|----------------|--------------|----------------------------|
| Approximately | <u>2,954</u> | SF at | <u>\$ 9.50</u> | per SF x 50% | <u>\$ 14,040.00 @</u>      |
| FENCING:      |              |       |                |              | <u>\$</u>                  |
| LANDSCAPING:  |              |       |                |              | <u>\$</u>                  |
| OTHER:        |              |       |                |              | <u>\$</u>                  |
| <b>TOTAL</b>  |              |       |                |              | <b><u>\$ 14,040.00</u></b> |

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the  
premises described above.

It is understood that the easement area(s) may be used for the temporary relocation of utilities during  
the construction of the project.

Any fence constructed, reconstructed or moved by Owner/Tenant pursuant to this acquisition must  
be placed outside of the limits of BUYER property. It is expressly agreed that any fence erected along  
the new property line by Owner/Tenant will be owned by the property owner and will not be a "division  
fence" as that phrase is used under Nebraska law.

Contractor shall bore initial installation of the proposed sewer line. Contractor shall not disturb  
existing parking area during initial construction, unless required due to mechanical or material malfunction  
or subsurface obstruction. If there is a mechanical or material malfunction or subsurface obstruction that  
will require the contractor to disturb the existing parking area, the contractor shall notify the owner prior to  
disturbing the surface parking area and restore the area upon completion of construction.

The above payments shall cover all damages caused by the establishment and construction of the  
above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield  
from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean  
damage to such crops as are required to be planted annually and which were planted at the time of the  
signing of this contract and which are actually damaged due to construction of this project, but in no case  
shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable  
attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of  
delivery of the aforementioned property, such payments as are due under this contract shall be made to  
the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties  
holding such encumbrance shall have in writing waived their right to receive such payment.

Project Number: 211.829  
Project Name: Sanitary Sewer Lift Station Number 7  
Control Number: N/A  
Tract Number: 2  
Page: 1

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

**REMARKS**

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[SIGNATURE PAGE TO FOLLOW]

**THIS IS A LEGAL AND BINDING CONTRACT - READ IT.**

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

**CORPORATE ACKNOWLEDGMENT**

**OWNER: AUTO ONE, INC. a Nebraska Corporation**

BY Gary R Jacobson

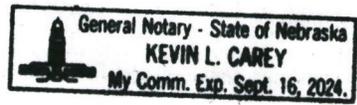
[Signature]  
ATTEST

STATE OF Nebraska )  
COUNTY OF Hall ) SS

Dated this 10 day of February, 2021, before me, a General Notary Public duly commissioned and qualified, came Gary R Jacobson

the duly authorized representative(s) of **AUTO ONE, INC. a Nebraska Corporation**, who acknowledged that he, she or they held the position or title set forth in the instrument, that he, she or they signed the instrument on behalf of the corporation by proper authority and that the instrument was the act of the corporation and are to me known to be said duly authorized representative or representatives and the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.  
(SEAL)



[Signature]  
NOTARY PUBLIC

**BUYER: CITY OF COLUMBUS, NEBRASKA**

BY: \_\_\_\_\_

STATE OF NEBRASKA )  
COUNTY OF PLATTE ) SS

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a General Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

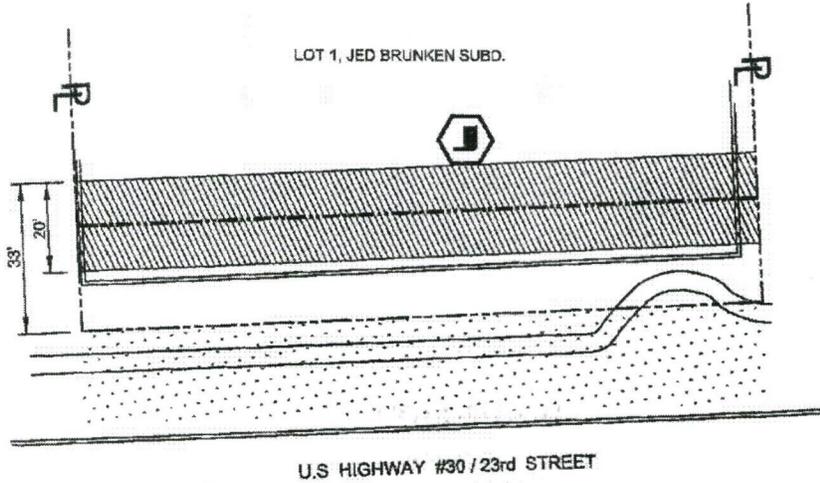
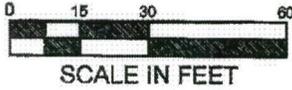
to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.  
(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

# COLUMBUS

PERMANENT EASEMENT  
EXHIBIT



TRACT NO. 2  
AUTO ONE INC.

IN LOT 1, JED BRUNKEN SUBDIVISION

PERMANENT EASEMENT FOR SANITARY SEWER LINE

PLAT SHOWING  
**RIGHT OF WAY**  
TO BE ACQUIRED FROM LAND OWNED BY  
AUTO ONE INC.

Sheet 1 of 2

TRACT NO. 2                      SCALE 1" = 30'

|              |  |   |
|--------------|--|---|
| PREV. R.O.W. |  | DATE NOV. 18, 2020<br>DRAWN BY R.T.K.<br>CHECKED BY -<br>COMPUTED BY L.D.B. |
| NEW R.O.W.   |  |   |
| TEMP. EASE.  |  |   |
| PERM. EASE.  |  |   |

2954 SQ FT±

211.855

PERMANENT EASEMENT  
EXHIBIT

COLUMBUS

PERMANENT EASEMENT 'J'

A permanent easement for utility purposes located in part of Lot 1, Jed Brunken Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The north 20 feet of the south 33 feet of Lot 1, Jed Brunken Subdivision to the City of Columbus, Platte County, Nebraska, containing 2,954 square feet, more or less.

TRACT NO. 2  
AUTO ONE INC.

IN LOT 1, JED BRUNKEN SUBDIVISION

PERMANENT EASEMENT FOR SANITARY SEWER LINE

Sheet 2 of 2

RIGHT OF WAY  
TO BE ACQUIRED FROM LAND OWNED BY  
AUTO ONE INC.

TRACT NO. 2

DATE NOV. 19, 2020  
DRAWN BY R.T.K.  
CHECKED BY -  
COMPUTED BY L.D.B.

211.855

4.E. Resolution No. R21-33 approving purchase agreement with SBG, LLC in the amount of \$9,620 for real property for Lift Station No. 7 (23 Street east of E 3 Avenue).

**RESOLUTION NO. R21- 33**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ACCEPT AND APPROVE THE PURCHASE AGREEMENT IN THE AMOUNT OF \$9,620 WITH SBG, LLC WITH RESPECT TO THE ACQUISITION OF A PERMANENT AND TEMPORARY EASEMENT ON A TRACT OF LAND LOCATED IN LOT 6, YOUNCES SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, THE SAME BEING IN CONJUNCTION WITH THE SANITARY SEWER LIFT STATION NO. 7 PROJECT.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the purchase agreement signed by the property owner, SBD, LLC on February 9, 2021, with the City of Columbus, be and hereby is approved and accepted by the City of Columbus and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska, and the city treasurer is authorized and directed to pay to SBG, LLC the sum of \$9,620 for a permanent and temporary easement, said easement being located in Lot 6, Younces Subdivision to the City of Columbus, Platte County, Nebraska, and more particularly described in the Purchase Agreement attached hereto as Exhibit "A" and incorporated herein by reference. Said acquisition is in conjunction with the Sanitary Sewer Lift Station No. 7 Project.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

The City of **Columbus**

**MEMORANDUM**

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**DATE:** February 22, 2021  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Lift Station No. 7 Property Acquisition and Easements

**RECOMMENDATION:**

I recommend approval of the authorization to obtain the property acquisition associated with the Lift Station No. 7 project.

SBG, LLC. – Permanent and Temporary Easement

**DISCUSSION:**

Property acquisitions include total and partial takings for right-of-way, permanent easements, temporary easements, for the construction of Lift Station No. 7. Midwest Right-of-Way has been retained by the City to obtain these acquisitions.

**FISCAL IMPACT:**

Permanent Easement: \$9,620. Part of CIP 20-92 in the amount of \$600,000.

**ALTERNATIVE:**

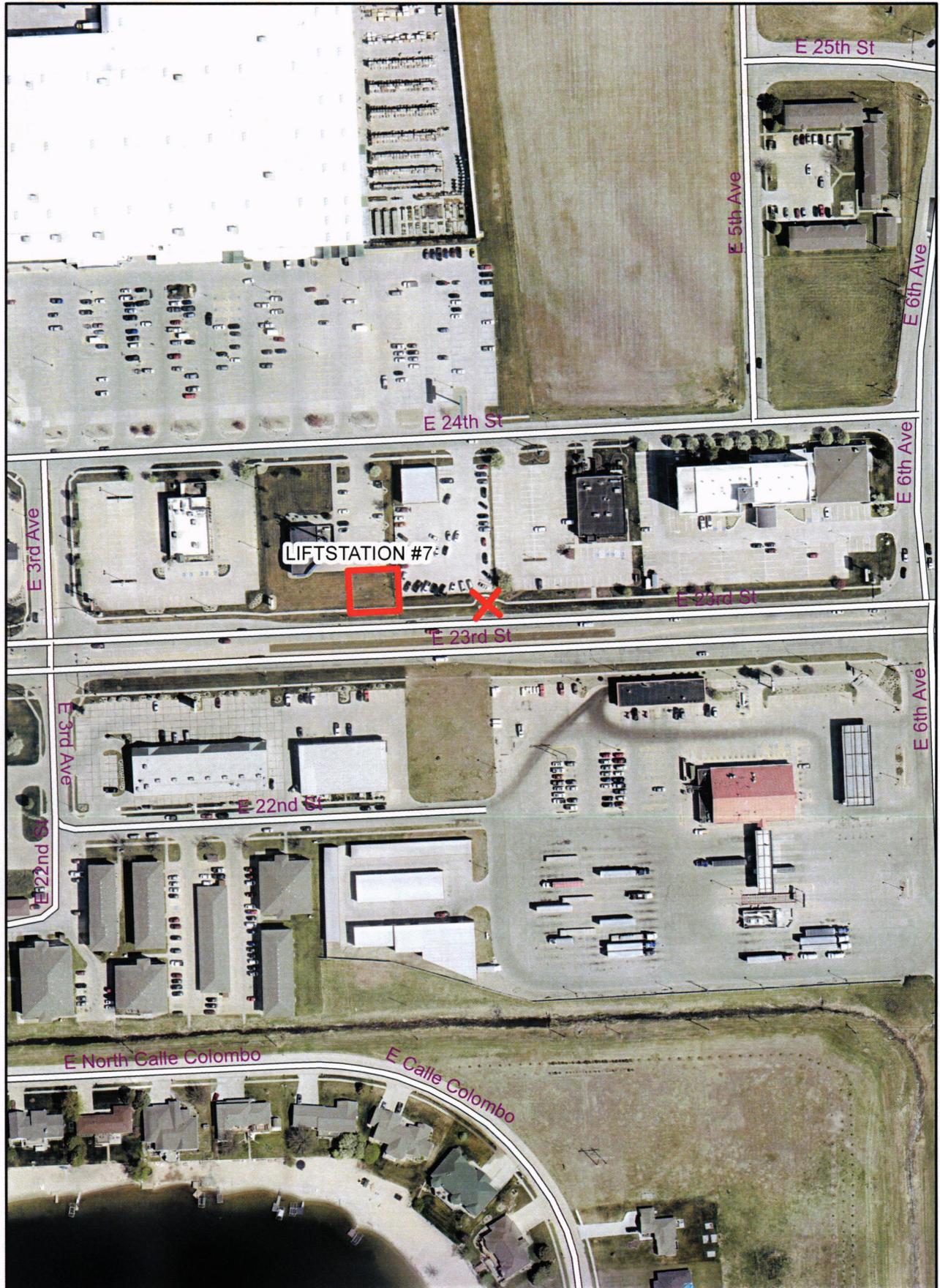
None

**SIGNATURE:**

By: Richard J. Bogus

Approved By: Tara Vasicek

# City Of Columbus Lift Station #7





signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

**REMARKS**

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**THIS IS A LEGAL AND BINDING CONTRACT - READ IT.**

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

OWNER: SBG, L.L.C., a Nebraska Limited Liability Company

Jed Brunken  
By Managing Member

OPERATING MEMBER

STATE OF Nebraska )  
COUNTY OF Platte ) ss.

Dated this 9<sup>th</sup> day of February, 20 21, before me, a General Notary Public duly commissioned and qualified, came Jed S. Brunken Managing Member of **SBG, L.L.C., a Nebraska Limited Liability Company**, to me personally known to be the respective officer of said Limited Liability Company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officer and the voluntary act and deed of said Limited Liability Company.

WITNESS my hand and Notarial Seal the day and year above written.



Michelle A. McMullan  
NOTARY PUBLIC

BUYER: CITY OF COLUMBUS, NEBRASKA

BY: \_\_\_\_\_

STATE OF NEBRASKA )  
COUNTY OF PLATTE ) ss

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a General Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

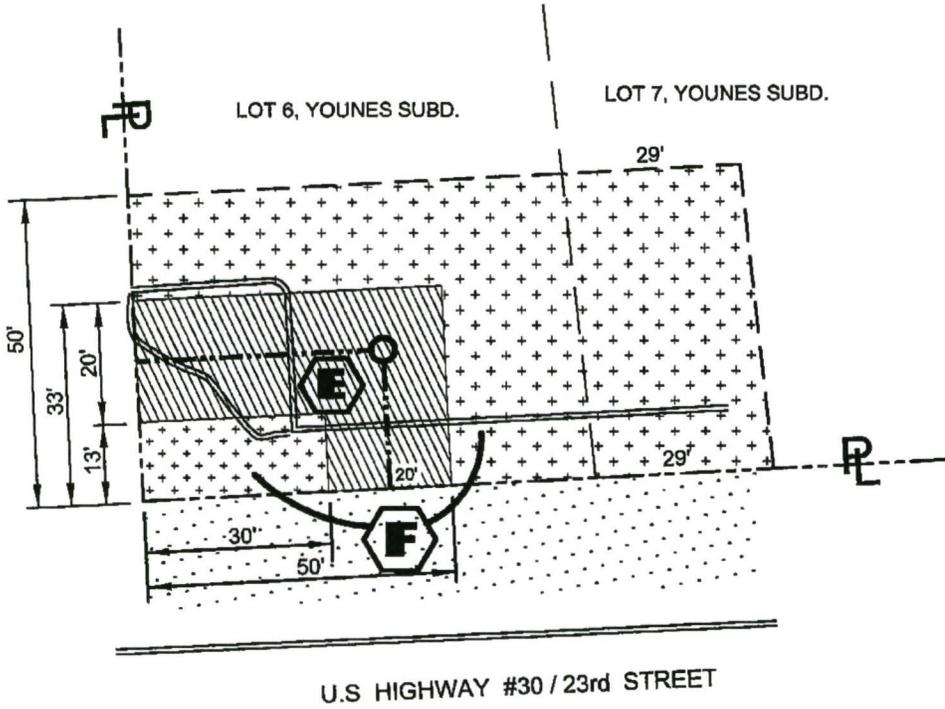
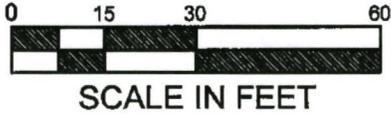
to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

# COLUMBUS



TRACT NO. 3  
SBC L.L.C.

IN PART OF LOT 6 & 7 YOUNES SUBDIVISION

PERMANANT EASEMENT FOR SANITARY SEWER LINE AND MANHOLE  
TEMPORARY EASEMENT FOR CONSTRUCTION OF SEWER LINE AND MANHOLE

Sheet 1 of 3

PLAT SHOWING  
**RIGHT OF WAY**  
TO BE ACQUIRED FROM LAND OWNED BY  
SBC L.L.C.

TRACT NO. 3

SCALE 1" = 30'

|              |   |             |
|--------------|---|-------------|
| PREV. R.O.W. |  |             |
| NEW R.O.W.   |  |             |
| TEMP. EASE.  |  | 3820 SQ FT± |
| PERM. EASE.  |  | 1260 SQ FT± |

DATE NOV. 19, 2020  
DRAWN BY R.T.K.  
CHECKED BY -  
COMPUTED BY L.D.B.

211.855

# COLUMBUS

## PERMANENT EASEMENT 'E'

A permanent easement for utility purposes located in part of Lot 6, Younes Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The north 20 feet of the south 33 feet of the west 50 feet and the east 20 feet of the west 50 feet of the south 13 feet of Lot 6, Younes Subdivision to the City of Columbus, Platte County, Nebraska, containing 1,260 square feet, more or less.

TRACT NO. 3  
SBC L.L.C.

IN PART OF LOT 6 & 7 YOUNES SUBDIVISION

PERMANANT EASEMENT FOR SANITARY SEWER LINE AND MANHOLE  
TEMPORARY EASEMENT FOR CONSTRUCTION OF SEWER LINE AND MANHOLE

Sheet 2 of 3

**RIGHT OF WAY**  
TO BE ACQUIRED FROM LAND OWNED BY  
SBC L.L.C.

TRACT NO. 3

DATE NOV. 19, 2020  
DRAWN BY R.T.K.  
CHECKED BY -  
COMPUTED BY L.D.B.

211.855

# COLUMBUS

## TEMPORARY CONSTRUCTION EASEMENT 'F'

A temporary easement for construction purposes located in part of Lot 6 and 7, Younes Subdivision to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

The south 50 feet of Lot 6 and the west 29 feet of the south 50 feet of Lot 7, except the north 20 feet of the south 33 feet of the west 50 feet and the east 20 feet of the west 50 feet of the south 13 feet of Lot 6, Younes Subdivision to the City of Columbus, Platte County, Nebraska, containing 3,820 square feet, more or less.

TRACT NO. 3  
SBC L.L.C.

IN PART OF LOT 6 & 7 YOUNES SUBDIVISION

PERMANANT EASEMENT FOR SANITARY SEWER LINE AND MANHOLE  
TEMPORARY EASEMENT FOR CONSTRUCTION OF SEWER LINE AND MANHOLE

Sheet 3 of 3

**RIGHT OF WAY**  
TO BE ACQUIRED FROM LAND OWNED BY  
SBC L.L.C.

TRACT NO. 3

DATE NOV. 19, 2020  
DRAWN BY R.T.K.  
CHECKED BY -  
COMPUTED BY L.D.B.

211.855

4.F. Payroll and bills on file.

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 03/02/2021 - 03/02/2021  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID  
 CLAIMS \$5,000 - \$10,000

| Inv Ref#                          | Vendor                       | Inv Date   | Due Date   | Inv Amt  | Amt Due   | Status    | Jrnlized |
|-----------------------------------|------------------------------|------------|------------|----------|-----------|-----------|----------|
| 59125                             | PETE LIEN & SONS INC.        | 01/31/2021 | 03/02/2021 | 5,794.36 | 5,794.36  | Open      | N        |
| 59166                             | KIESLER POLICE SUPPLY        | 01/06/2021 | 03/02/2021 | 8,100.00 | 8,100.00  | Open      | N        |
| 59189                             | PETE LIEN & SONS INC.        | 02/11/2021 | 03/02/2021 | 5,351.88 | 5,351.88  | Open      | N        |
| 59240                             | MIDWEST SERVICE & SALES CO   | 02/15/2021 | 03/02/2021 | 5,596.54 | 5,596.54  | Open      | N        |
| 59259                             | CONNECTING POINT/RADIO SHACK | 02/17/2021 | 03/02/2021 | 8,380.00 | 8,380.00  | Open      | N        |
| 59338                             | COLUMBUS AREA CHAMBER OF     | 02/11/2021 | 03/02/2021 | 8,000.00 | 8,000.00  | Open      | N        |
| 59340                             | SMITH FERTILIZER GRAIN       | 02/11/2021 | 03/02/2021 | 7,360.03 | 7,360.03  | Open      | N        |
| 59372                             | SBG LLC                      | 02/09/2021 | 03/02/2021 | 9,620.00 | 9,620.00  | Open      | N        |
| # of Invoices:                    | 8                            | # Due:     | 8          | Totals:  | 58,202.81 | 58,202.81 |          |
| # of Credit Memos:                | 0                            | # Due:     | 0          | Totals:  | 0.00      | 0.00      |          |
| Net of Invoices and Credit Memos: |                              |            |            |          | 58,202.81 | 58,202.81 |          |

--- TOTALS BY FUND ---

|                           |           |           |
|---------------------------|-----------|-----------|
| 100 - GENERAL FUND        | 24,480.00 | 24,480.00 |
| 200 - STREETS/ENGINEERING | 12,956.57 | 12,956.57 |
| 500 - UTILITY SERVICE     | 20,766.24 | 20,766.24 |

--- TOTALS BY DEPT/ACTIVITY ---

|                                |           |           |
|--------------------------------|-----------|-----------|
| 100 - GENERAL ADMINISTRATION   | 8,000.00  | 8,000.00  |
| 110 - POLICE                   | 8,100.00  | 8,100.00  |
| 145 - COMMUNITY DEVELOPMENT    | 8,380.00  | 8,380.00  |
| 200 - STREETS                  | 12,956.57 | 12,956.57 |
| 500 - WASTEWATER COLLECTION    | 9,620.00  | 9,620.00  |
| 501 - WASTEWATER TREATMENT FAC | 11,146.24 | 11,146.24 |

| Vendor Code<br>Post Date | Vendor Name<br>Activity   | Inv/Check #   | Description                                  | Invoice Amt | Check Amt |
|--------------------------|---------------------------|---------------|--|-------------|-----------|
| 00116                    | ACE HARDWARE & GARDEN CNT |               |  |             |           |
| 03/02/2021               | INVOICE                   | 175093/5      | NUTS, BOLTS, SCREWS                          | 4.28        |           |
| 03/02/2021               | INVOICE                   | 175127/5      | CREDIT EVEREST SCHLAGE                       | (7.98)      |           |
| 03/02/2021               | INVOICE                   | 175130/5      | VACUUM BAGS                                  | 22.44       |           |
| 03/02/2021               | INVOICE                   | 175152/5      | KEYS   | 4.58        |           |
| 03/02/2021               | INVOICE                   | 175203/5      | CLEANING, DISINFECTING SUPPLIES              | 43.11       |           |
| 03/02/2021               | INVOICE                   | 175223/5      | 2 FACE SLEDGE                                | 26.99       |           |
| 03/02/2021               | INVOICE                   | 175225/5      | CLEANING SUPPLIES                            | 8.98        |           |
| 03/02/2021               | INVOICE                   | 175261/5      | BRAKE CLNR, CARPET TAPE, W-D40               | 20.08       |           |
| 03/02/2021               | INVOICE                   | 175327/5      | COTTON CORD, DRILL BIT                       | 71.97       |           |
| 03/02/2021               | INVOICE                   | 175331/5      | KEY MASTER 250PK                             | 11.45       |           |
| 03/02/2021               | INVOICE                   | 175342/5      | NUTS, BOLTS, SCREWS                          | 13.77       |           |
|                          |                           |               | Total:                                       | 219.67      |           |
|                          |                           |               | Net of 11 Invoices / 0 Checks                | 219.67      |           |
| 00180                    | ADVANCE AUTO PARTS        |               |  |             |           |
| 03/02/2021               | INVOICE                   | 5606104282493 | FUEL FILTERS - GRADER #31                    | 18.41       |           |
| 03/02/2021               | INVOICE                   | 5606104855062 | PARTS FOR PICKUP PLOWS                       | 141.44      |           |
| 03/02/2021               | INVOICE                   | 5606104833086 | STARTING FLUID                               | 38.52       |           |
| 03/02/2021               | INVOICE                   | 5606104668219 | BATTERY                                      | 130.64      |           |
| 03/02/2021               | INVOICE                   | 5606104668220 | CREDIT - MISBILLED BATTERY                   | (130.64)    |           |
| 03/02/2021               | INVOICE                   | 5606104382508 | RELAY-UNIT 26                                | 13.93       |           |
| 03/02/2021               | INVOICE                   | 5606103745526 | PARTS - UNIT 72                              | 82.60       |           |
| 03/02/2021               | INVOICE                   | 5606104768243 | PISTOL GREASE GUNS FOR SHOP                  | 40.46       |           |
| 03/02/2021               | INVOICE                   | 5606102967809 | 3" ROUND SLIM LED FOR SNOWBLOWER             | 64.39       |           |
|                          |                           |               | Total:                                       | 399.75      |           |
|                          |                           |               | Net of 9 Invoices / 0 Checks                 | 399.75      |           |
| 02304                    | ALPHAMEDIA USA LLC        |               |  |             |           |
| 03/02/2021               | INVOICE                   | 013121AQU     | JANUARY ADVERTISING                          | 1,850.00    |           |
|                          |                           |               | Total:                                       | 1,850.00    |           |
|                          |                           |               | Net of 1 Invoices / 0 Checks                 | 1,850.00    |           |
| 00501                    | AMAZON                    |               |  |             |           |
| 03/02/2021               | INVOICE                   | 486499455885  | MERCHANDISE/SHOPPING BAGS                    | 25.68       |           |
| 03/02/2021               | INVOICE                   | 746968985573  | MATERIALS                                    | 202.27      |           |
| 03/02/2021               | INVOICE                   | 768775664363  | ECHO WITH SMART HOME HUB                     | 79.99       |           |
| 03/02/2021               | INVOICE                   | 636543575344  | TERRARIUM SAND                               | 38.94       |           |
| 03/02/2021               | INVOICE                   | 957585598898  | PACKING TAPE, SHOPPING CART                  | 76.99       |           |
| 03/02/2021               | INVOICE                   | 769444998536  | MINIATURE FAIRY GARDEN PLANTS                | 28.49       |           |
| 03/02/2021               | INVOICE                   | 464783686475  | ECHO FLEX SPEAKER WITH ALEXA                 | 47.48       |           |
| 03/02/2021               | INVOICE                   | 496575857336  | FUNKO POP FIGURES                            | 148.91      |           |
| 03/02/2021               | INVOICE                   | 455439666377  | BACKPACK, CRAFT BALLS, FUNKO POP, GLITTER, I | 298.37      |           |
| 03/02/2021               | INVOICE                   | 494879355957  | DURACELL BATTERIES                           | 20.74       |           |
| 03/02/2021               | INVOICE                   | 595583865843  | SANDISK 32GB USB DRIVES                      | 92.55       |           |
| 03/02/2021               | INVOICE                   | 749777849635  | BOXES, TOWELS, PILOT PENS                    | 269.32      |           |
| 03/02/2021               | INVOICE                   | 437584857843  | BOARD CLEANER, INDEX CARDS                   | 9.73        |           |
| 03/02/2021               | INVOICE                   | 749548558684  | 3V LITHIUM BATTERIES                         | 108.00      |           |
| 03/02/2021               | INVOICE                   | 433794956447  | SHARPIE MARKERS                              | 10.99       |           |
| 03/02/2021               | INVOICE                   | 896768679569  | COIN ENVELOPES, HD DRUM DOLLY                | 63.32       |           |
| 03/02/2021               | INVOICE                   | 673639353688  | TABLE/BAT TOP EPOXY RESIN                    | 114.99      |           |
| 03/02/2021               | INVOICE                   | 453965785977  | APPLE 20W USB-C POWER ADAPTER                | 18.99       |           |
| 03/02/2021               | INVOICE                   | 548377585945  | XEROX REPLACEMENT CARTRIDGE                  | 21.07       |           |
| 03/02/2021               | INVOICE                   | 439585345985  | WEBCAM C930E HD - 4X                         | 119.00      |           |

| Vendor Code<br>Post Date      | Vendor Name<br>Activity    | Inv/Check #  | Description                             | Invoice Amt | Check Amt |
|-------------------------------|----------------------------|--------------|---|-------------|-----------|
| 03/02/2021                    | INVOICE                    | 579899434683 | XEROX FUSER 110V                        | 178.00      |           |
| 03/02/2021                    | INVOICE                    | 459449836768 | ROYAL 24IN WHITE CAPS                   | 11.50       |           |
| 03/02/2021                    | INVOICE                    | 645548487799 | LOGITECH WIRELESS KEYBD/MOUSE COMBO     | 69.99       |           |
| 03/02/2021                    | INVOICE                    | 486339675363 | EPSON WORKFORCE ES-50 PORTABLE SCANNER  | 119.99      |           |
| 03/02/2021                    | INVOICE                    | 846689739937 | CASE WITH CLIP FOR MOTO ONE 5G          | 14.95       |           |
| 03/02/2021                    | INVOICE                    | 864987354353 | MARKETING HOLDERS 8-1/2 X 11            | 25.99       |           |
| 03/02/2021                    | INVOICE                    | 667579758776 | KLEENEX                                 | 12.35       |           |
| 03/02/2021                    | INVOICE                    | 484488798895 | BROTHER TN-336BK TONER                  | 59.99       |           |
| 03/02/2021                    | INVOICE                    | 686365833537 | BUNN FILTERS                            | 11.94       |           |
| 03/02/2021                    | INVOICE                    | 876698497544 | EPSON WORKFORCE ES-50 PORTABLE SCANNERS | 359.97      |           |
| 03/02/2021                    | INVOICE                    | 456367445545 | KLEENEX                                 | 12.35       |           |
| 03/02/2021                    | INVOICE                    | 735358769864 | XEROX VERSALINK TONER                   | 186.69      |           |
| 03/02/2021                    | INVOICE                    | 739536735999 | SONY DVPSE510H DVD PLAYER               | 39.88       |           |
| 03/02/2021                    | INVOICE                    | 869554873893 | TRIPP LITE USB 2.0 HI-SPEED EXT CABLES  | 15.80       |           |
| 03/02/2021                    | INVOICE                    | 436694834483 | XEROX PHASER 6600 WORKCENTRE TONER      | 428.48      |           |
| 03/02/2021                    | INVOICE                    | 487346556466 | XEROX PHASER 6600 WORKCENTRE TONER      | 428.48      |           |
| 03/02/2021                    | INVOICE                    | 576664579777 | HP 410X TONER CARTRIDGES                | 629.67      |           |
| 03/02/2021                    | INVOICE                    | 464664576847 | DURACELL 9V BATTERIES                   | 24.80       |           |
| 03/02/2021                    | INVOICE                    | 464678953557 | GLITTER GLUE, JUST4FUN MINIATURES       | 27.74       |           |
| 03/02/2021                    | INVOICE                    | 579537775487 | HP 312A TONER CARTRIDGES                | 407.67      |           |
| Total:                        |                            |              |   | 4,862.05    |           |
| Net of 40 Invoices / 0 Checks |                            |              |   | 4,862.05    |           |
| 01189                         | AMERICAN RED CROSS         |              |   |             |           |
| 03/02/2021                    | INVOICE                    | 22324576     | LG & WP SKILLS REVIEW-MARTENS           | 240.00      |           |
| Total:                        |                            |              |   | 240.00      |           |
| Net of 1 Invoices / 0 Checks  |                            |              |   | 240.00      |           |
| 00256                         | ANDERSON AUTO BODY & SALES |              |   |             |           |
| 03/02/2021                    | INVOICE                    | 521828       | REPAIR 2020 SILVERADO 1500 VIN #77224   | 4,448.74    |           |
| Total:                        |                            |              |   | 4,448.74    |           |
| Net of 1 Invoices / 0 Checks  |                            |              |   | 4,448.74    |           |
| 00418                         | AQUA-CHEM INC              |              |   |             |           |
| 03/02/2021                    | INVOICE                    | 00195271     | CHEMICALS                               | 664.90      |           |
| Total:                        |                            |              |   | 664.90      |           |
| Net of 1 Invoices / 0 Checks  |                            |              |   | 664.90      |           |
| 10561                         | ARNOLD MOTOR SUPPLY        |              |   |             |           |
| 03/02/2021                    | INVOICE                    | 78NV001478   | LED STOP/TAIL KIT                       | 24.63       |           |
| 03/02/2021                    | INVOICE                    | 78NV001370   | SILICONE                                | 25.90       |           |
| 03/02/2021                    | INVOICE                    | 78NV001334   | FUSE HOLDER                             | 2.09        |           |
| 03/02/2021                    | INVOICE                    | 78NV000807   | STOP & TAIL                             | 8.37        |           |
| 03/02/2021                    | INVOICE                    | 78NV000707   | MALE FITTING                            | 4.72        |           |
| 03/02/2021                    | INVOICE                    | 78NV000711   | 2 PREMIUM BLADE                         | 11.06       |           |
| 03/02/2021                    | INVOICE                    | 78NV001062   | HYDRAULIC FILTERS FOR UNIT 187          | 156.55      |           |
| 03/02/2021                    | INVOICE                    | 78NV000232   | HYD FITTINGS FOR #16                    | 14.58       |           |
| Total:                        |                            |              |   | 247.90      |           |
| Net of 8 Invoices / 0 Checks  |                            |              |   | 247.90      |           |
| 00360                         | ASCAP                      |              |   |             |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity            | Inv/Check #   | Description                                 | Invoice Amt | Check Amt |
|--------------------------|------------------------------------|---------------|---|-------------|-----------|
| 03/02/2021               | INVOICE                            | 500580806     | 2021 BASE LICENSE FEE - CITY OF COLUMBUS NE | 367.00      |           |
|                          |                                    |               | Total:                                      | 367.00      |           |
|                          |                                    |               | Net of 1 Invoices / 0 Checks                | 367.00      |           |
| 10568<br>03/02/2021      | AUTO ONE INC.<br>INVOICE           | MROW 000543   | PERMANENT EASEMENT - SAN SEWER LIFT STATION | 14,040.00   |           |
|                          |                                    |               | Total:                                      | 14,040.00   |           |
|                          |                                    |               | Net of 1 Invoices / 0 Checks                | 14,040.00   |           |
| 03119<br>03/02/2021      | B-D CONSTRUCTION INC<br>INVOICE    | 14485         | SNOW REMOVAL 1/25 - 1/29/21                 | 607.50      |           |
|                          |                                    |               | Total:                                      | 607.50      |           |
|                          |                                    |               | Net of 1 Invoices / 0 Checks                | 607.50      |           |
| 10567<br>03/02/2021      | BEATRICE PUBLIC LIBRARY<br>INVOICE | 1L205784297   | DAMAGED BK REPL - STRANGER AT STONEYWYCKE   | 10.00       |           |
|                          |                                    |               | Total:                                      | 10.00       |           |
|                          |                                    |               | Net of 1 Invoices / 0 Checks                | 10.00       |           |
| 00461<br>03/02/2021      | BEHLEN TOWING LLC<br>INVOICE       | 26213         | TOWING - MEDIC #1 AMBULANCE                 | 150.00      |           |
|                          |                                    |               | Total:                                      | 150.00      |           |
|                          |                                    |               | Net of 1 Invoices / 0 Checks                | 150.00      |           |
| 10435<br>03/02/2021      | BEST VERSION MEDIA, LLC<br>INVOICE | 217771-202104 | AD MANAGEMENT FEE - APRIL 2021              | 152.00      |           |
|                          |                                    |               | Total:                                      | 152.00      |           |
|                          |                                    |               | Net of 1 Invoices / 0 Checks                | 152.00      |           |
| 02421<br>03/02/2021      | BIBLIOTHECA LLC<br>INVOICE         | INV-US40284   | CLOUD LIBRARY E AUDIOBOOK LICENSES          | 25.21       |           |
| 03/02/2021               | INVOICE                            | INV-US40285   | CLOUD LIBRARY EBOOK LICENSES                | 45.27       |           |
|                          |                                    |               | Total:                                      | 70.48       |           |
|                          |                                    |               | Net of 2 Invoices / 0 Checks                | 70.48       |           |
| 01147<br>03/02/2021      | BLACKSTRAP INC<br>INVOICE          | 125382        | ROAD SALT                                   | 1,662.11    |           |
| 03/02/2021               | INVOICE                            | 125383        | ROAD SALT                                   | 1,681.16    |           |
|                          |                                    |               | Total:                                      | 3,343.27    |           |
|                          |                                    |               | Net of 2 Invoices / 0 Checks                | 3,343.27    |           |
| 00337<br>03/02/2021      | BOMGAARS<br>INVOICE                | 35743740      | PAPER TOWELS, WD-40                         | 69.89       |           |
| 03/02/2021               | INVOICE                            | 35743476      | AIR COMPRESSOR, SUPPLIES                    | 416.78      |           |
| 03/02/2021               | INVOICE                            | 35751717      | GLOVES                                      | 15.45       |           |
| 03/02/2021               | INVOICE                            | 35742369      | SPRING EXTN GRG DR 7                        | 23.99       |           |
| 03/02/2021               | INVOICE                            | 35744956      | CHAIN LUBE, BULK BOLTS                      | 52.40       |           |
| 03/02/2021               | INVOICE                            | 35751757      | SHOVELS                                     | 133.94      |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity     | Inv/Check #    | Description                                  | Invoice Amt | Check Amt |
|--------------------------|-----------------------------|----------------|--|-------------|-----------|
| 03/02/2021               | INVOICE                     | 35752292       | COUPLER, EXTENSION CORD                      | 69.98       |           |
| 03/02/2021               | INVOICE                     | 35751104       | BOLTS, FASTENERS                             | 5.28        |           |
| 03/02/2021               | INVOICE                     | 35747830       | TERMINAL KIT                                 | 11.99       |           |
| 03/02/2021               | INVOICE                     | 35748698       | DRIVE SET, DRILL BITS                        | 28.37       |           |
| 03/02/2021               | INVOICE                     | 35749029       | GREASE GUN, OIL, GREASE, SPRAY BOTTLE        | 267.94      |           |
| 03/02/2021               | INVOICE                     | 35747793       | ROLLER CHAINS FOR SNOWBLOWER                 | 319.96      |           |
| 03/02/2021               | INVOICE                     | 35747838       | CONSOLE, FUEL TRANSFER HOSE                  | 43.98       |           |
| 03/02/2021               | INVOICE                     | 35750669       | BATTERIES                                    | 13.90       |           |
| 03/02/2021               | INVOICE                     | 35745582       | RAIN-X CARWASH                               | 20.97       |           |
|                          |                             |                | Total:                                       | 1,494.82    |           |
|                          |                             |                | Net of 15 Invoices / 0 Checks                | 1,494.82    |           |
| 00240                    | BOUND TREE MEDICAL LLC      |                |  |             |           |
| 03/02/2021               | INVOICE                     | 83957460       | MEDICAL SUPPLIES                             | 293.99      |           |
|                          |                             |                | Total:                                       | 293.99      |           |
|                          |                             |                | Net of 1 Invoices / 0 Checks                 | 293.99      |           |
| 02578                    | CAPITAL CITY ELECTRIC       |                |  |             |           |
| 03/02/2021               | INVOICE                     | 15536          | INSTALL AREA LGHT, SECURITY GATE OPENERS/IM: | 39,362.00   |           |
|                          |                             |                | Total:                                       | 39,362.00   |           |
|                          |                             |                | Net of 1 Invoices / 0 Checks                 | 39,362.00   |           |
| 00008                    | CBS - REPORTING SERVICES    |                |  |             |           |
| 03/02/2021               | INVOICE                     | 417380         | PEER REPORT                                  | 8.70        |           |
|                          |                             |                | Total:                                       | 8.70        |           |
|                          |                             |                | Net of 1 Invoices / 0 Checks                 | 8.70        |           |
| 03136                    | CENTRAL COMMUNITY COLLEGE   |                |  |             |           |
| 03/02/2021               | INVOICE                     | 001780253      | CONFINED SPACE TRAINING-FIALA, BLAHAK        | 190.00      |           |
|                          |                             |                | Total:                                       | 190.00      |           |
|                          |                             |                | Net of 1 Invoices / 0 Checks                 | 190.00      |           |
| 03140                    | COLUMBUS AREA CHAMBER OF    |                |  |             |           |
| 03/02/2021               | INVOICE                     | 35778          | 2021 ASSISTANCE                              | 8,000.00    |           |
|                          |                             |                | Total:                                       | 8,000.00    |           |
|                          |                             |                | Net of 1 Invoices / 0 Checks                 | 8,000.00    |           |
| 03141                    | COLUMBUS COMMUNITY HOSPITAL |                |  |             |           |
| 03/02/2021               | INVOICE                     | 04309600109577 | DAVID SYSLO - 6/15/20                        | 86.45       |           |
|                          |                             |                | Total:                                       | 86.45       |           |
|                          |                             |                | Net of 1 Invoices / 0 Checks                 | 86.45       |           |
| 00036                    | COLUMBUS CUSTOM EMBROIDERY  |                |  |             |           |
| 03/02/2021               | INVOICE                     | E36658         | PULLOVERS - CLOETER                          | 66.00       |           |
| 03/02/2021               | INVOICE                     | E36408         | JACKET - CONNIE THOMAS                       | 35.00       |           |
|                          |                             |                | Total:                                       | 101.00      |           |
|                          |                             |                | Net of 2 Invoices / 0 Checks                 | 101.00      |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity                  | Inv/Check # | Description                                  | Invoice Amt | Check Amt |
|--------------------------|--|-------------|--|-------------|-----------|
| 10571<br>03/02/2021      | COLUMBUS OUTLAWS BASEBALL<br>INVOICE     | 2021GOLF    | 2021 BLACK LEVEL SPONSORSHIP-QR/VB GOLD COU  | 300.00      |           |
|                          |  |             | Total:                                       | 300.00      |           |
|                          |  |             | Net of 1 Invoices / 0 Checks                 | 300.00      |           |
| 03142<br>03/02/2021      | COLUMBUS STEEL SUPPLY<br>INVOICE         | 138535      | TUBING                                       | 101.51      |           |
|                          |  |             | Total:                                       | 101.51      |           |
|                          |  |             | Net of 1 Invoices / 0 Checks                 | 101.51      |           |
| 03146<br>03/02/2021      | CONNECTING POINT/RADIO SHACK<br>INVOICE  | 11585       | 5 HP ELITEBOOKS, MONITORS, SPEAKER BARS, DO  | 8,380.00    |           |
|                          |  |             | Total:                                       | 8,380.00    |           |
|                          |  |             | Net of 1 Invoices / 0 Checks                 | 8,380.00    |           |
| 01081<br>03/02/2021      | CONSOLIDATED MANAGEMENT CO<br>INVOICE    | 219897      | MEALS - DREIFURST, WHITE                     | 109.79      |           |
| 03/02/2021               | INVOICE                                  | 219859      | MEALS - DREIFURST, WHITE                     | 156.93      |           |
|                          |  |             | Total:                                       | 266.72      |           |
|                          |  |             | Net of 2 Invoices / 0 Checks                 | 266.72      |           |
| 00819<br>03/02/2021      | CORNHUSKER INT'L TRUCKS, INC<br>INVOICE  | 4164650     | PUMP, KIT                                    | 285.34      |           |
|                          |  |             | Total:                                       | 285.34      |           |
|                          |  |             | Net of 1 Invoices / 0 Checks                 | 285.34      |           |
| 03149<br>03/02/2021      | CULLIGAN OF COLUMBUS<br>INVOICE          | 247941      | SALT   | 43.55       |           |
|                          |  |             | Total:                                       | 43.55       |           |
|                          |  |             | Net of 1 Invoices / 0 Checks                 | 43.55       |           |
| 00491<br>03/02/2021      | DHHS<br>INVOICE                          | 1310        | PP ZERO DEPTH OUTDOOR POOL PERMIT 1310       | 40.00       |           |
| 03/02/2021               | INVOICE                                  | 1845        | PP OUTDOOR FLOW RIDER PERMIT 1845            | 40.00       |           |
| 03/02/2021               | INVOICE                                  | 89          | AQUATIC CENTER INDOOR POOL PERMIT 89         | 40.00       |           |
| 03/02/2021               | INVOICE                                  | 1856        | PP OUTDOOR LAP POOL PERMIT 1856              | 40.00       |           |
|                          |  |             | Total:                                       | 160.00      |           |
|                          |  |             | Net of 4 Invoices / 0 Checks                 | 160.00      |           |
| 00376<br>03/02/2021      | DRIVERS LICENSE GUIDE COMPANY<br>INVOICE | 201630      | U.S IDENTIFICATION MANUAL UPDATE SERVICE THI | 82.50       |           |
|                          |  |             | Total:                                       | 82.50       |           |
|                          |  |             | Net of 1 Invoices / 0 Checks                 | 82.50       |           |
| 03158<br>03/02/2021      | EAKES OFFICE SOLUTIONS<br>INVOICE        | INV260849   | COPIER CONTRACT                              | 177.63      |           |
| 03/02/2021               | INVOICE                                  | INV260995   | COPIER CONTRACT                              | 125.68      |           |
| 03/02/2021               | INVOICE                                  | 8203846-0   | BATTERIES                                    | 9.96        |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity      | Inv/Check #  | Description                         | Invoice Amt | Check Amt |
|--------------------------|------------------------------|--------------|-------------------------------------|-------------|-----------|
|                          |                              |              | Total:                              | 313.27      |           |
|                          |                              |              | Net of 3 Invoices / 0 Checks        | 313.27      |           |
| 00191                    | ELECTRIC PUMP INC            |              |                                     |             |           |
| 03/02/2021               | INVOICE                      | 0890706-IN   | IMPELLAR                            | 1,116.97    |           |
| 03/02/2021               | INVOICE                      | 0890874-IN   | 1/2 HP SINGLE PHASE 230V PUMP       | 830.95      |           |
|                          |                              |              | Total:                              | 1,947.92    |           |
|                          |                              |              | Net of 2 Invoices / 0 Checks        | 1,947.92    |           |
| 01597                    | ELECTRONIC ENGINEERING       |              |                                     |             |           |
| 03/02/2021               | INVOICE                      | 855001083-1  | RADIO DIAGNOTISC FEE-SN 749TALB994  | 12.50       |           |
| 03/02/2021               | INVOICE                      | 855001084-1  | RADIO DIAGNOSTIC FEE-SN749TALB638   | 12.50       |           |
| 03/02/2021               | INVOICE                      | 855001052-1  | RADIO REPAIR-SN1365SC0442           | 169.95      |           |
| 03/02/2021               | INVOICE                      | 855001074-1  | RADIO REPAIR-SN037RJL4239           | 254.51      |           |
| 03/02/2021               | INVOICE                      | 853003566-1  | SETUP TRAIING CLASS FOR VRS         | 312.50      |           |
|                          |                              |              | Total:                              | 761.96      |           |
|                          |                              |              | Net of 5 Invoices / 0 Checks        | 761.96      |           |
| 03163                    | ENTERPRISE ELECTRIC COLUMBUS |              |                                     |             |           |
| 03/02/2021               | INVOICE                      | 1145-1000679 | FLUORESCENT LAMP                    | 74.69       |           |
|                          |                              |              | Total:                              | 74.69       |           |
|                          |                              |              | Net of 1 Invoices / 0 Checks        | 74.69       |           |
| 03093                    | ERGOMETRICS                  |              |                                     |             |           |
| 03/02/2021               | INVOICE                      | 139282       | FIREFIGHTER TESTING                 | 775.00      |           |
|                          |                              |              | Total:                              | 775.00      |           |
|                          |                              |              | Net of 1 Invoices / 0 Checks        | 775.00      |           |
| 02113                    | FAS-BREAK WINDSHIELD REPAIR  |              |                                     |             |           |
| 03/02/2021               | INVOICE                      | 17040        | WINDSHIELD, URETHANE FOR UNIT #20   | 120.00      |           |
|                          |                              |              | Total:                              | 120.00      |           |
|                          |                              |              | Net of 1 Invoices / 0 Checks        | 120.00      |           |
| 03026                    | FBI-LEEDA INC.               |              |                                     |             |           |
| 03/02/2021               | INVOICE                      | 63313609-21  | 2021 DUES - CHARLES SHERER          | 50.00       |           |
|                          |                              |              | Total:                              | 50.00       |           |
|                          |                              |              | Net of 1 Invoices / 0 Checks        | 50.00       |           |
| MISC                     | FUCHS ALVIN                  |              |                                     |             |           |
| 03/02/2021               | INVOICE                      | 02/16/2021   | UB refund for account: 400-80015-01 | 22.57       |           |
|                          |                              |              | Total:                              | 22.57       |           |
|                          |                              |              | Net of 1 Invoices / 0 Checks        | 22.57       |           |
| 03172                    | GALLS LLC                    |              |                                     |             |           |
| 03/02/2021               | INVOICE                      | 017410669    | WARREN REPL SHIRTS                  | 239.60      |           |
| 03/02/2021               | INVOICE                      | 017420721    | UNIFORMS-VOLLERTSON                 | 165.34      |           |
| 03/02/2021               | INVOICE                      | 017455042    | UNIFORMS - VOLLERTSON               | 65.92       |           |
| 03/02/2021               | INVOICE                      | 017410716    | UNIFORM SHIRTS                      | 239.60      |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity                 | Inv/Check #       | Description                                | Invoice Amt | Check Amt |
|--------------------------|---|-------------------|--|-------------|-----------|
|                          |   |                   | Total:                                     | 710.46      |           |
|                          |   |                   | Net of 4 Invoices / 0 Checks               | 710.46      |           |
| 03177<br>03/02/2021      | GENERAL TRAFFIC CONTROLS INC<br>INVOICE | 20873             | TRAFFIC SIGNAL SERVICE- LCP & 18TH AVE     | 2,196.77    |           |
|                          |   |                   | Total:                                     | 2,196.77    |           |
|                          |   |                   | Net of 1 Invoices / 0 Checks               | 2,196.77    |           |
| 10566<br>03/02/2021      | GR8 ADS LLC<br>INVOICE                  | 020821GOLF        | ADVERTISING - OFF CAMPUS                   | 159.00      |           |
|                          |   |                   | Total:                                     | 159.00      |           |
|                          |   |                   | Net of 1 Invoices / 0 Checks               | 159.00      |           |
| 02075<br>03/02/2021      | GREAT PLAINS COMMUNICATIONS<br>INVOICE  | 139461 4025648127 | MONTHLY PHONE CHARGES                      | 569.99      |           |
|                          |   |                   | Total:                                     | 569.99      |           |
|                          |   |                   | Net of 1 Invoices / 0 Checks               | 569.99      |           |
| 10352<br>03/02/2021      | GROMBACHER, KERRY<br>INVOICE            | 011921LIBR        | ALL AGES CONCERT - MAR 6, 2021             | 400.00      |           |
|                          |   |                   | Total:                                     | 400.00      |           |
|                          |   |                   | Net of 1 Invoices / 0 Checks               | 400.00      |           |
| 10556<br>03/02/2021      | H2 EQUIPMENT LLC<br>INVOICE             | 4798              | HOSE ASSEMBLIES                            | 102.80      |           |
|                          |   |                   | Total:                                     | 102.80      |           |
|                          |   |                   | Net of 1 Invoices / 0 Checks               | 102.80      |           |
| 03182<br>03/02/2021      | HACH COMPANY<br>INVOICE                 | 12328378          | ANALYZER, INSTRUMENT MAINTENANCE AGREEMENT | 4,596.80    |           |
|                          |   |                   | Total:                                     | 4,596.80    |           |
|                          |   |                   | Net of 1 Invoices / 0 Checks               | 4,596.80    |           |
| 01122<br>03/02/2021      | HOA SOLUTIONS INC<br>INVOICE            | 9456              | CALIBRATE FLUORIDE PUMP REMOTELY           | 160.50      |           |
|                          |   |                   | Total:                                     | 160.50      |           |
|                          |   |                   | Net of 1 Invoices / 0 Checks               | 160.50      |           |
| 00150<br>03/02/2021      | HOMETOWN LEASING<br>INVOICE             | 033               | COPIER LEASE                               | 177.97      |           |
|                          |   |                   | Total:                                     | 177.97      |           |
|                          |   |                   | Net of 1 Invoices / 0 Checks               | 177.97      |           |
| 03194<br>03/02/2021      | INGRAM LIBRARY SERVICES, INC<br>INVOICE | 51257112          | MATERIALS                                  | 16.83       |           |
| 03/02/2021               | INVOICE                                 | 50972313          | MATERIALS                                  | 32.61       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity | Inv/Check # | Description                                  | Invoice Amt | Check Amt |
|--------------------------|-------------------------|-------------|--|-------------|-----------|
|                          |                         |             | Total:                                       | 49.44       |           |
|                          |                         |             | Net of 2 Invoices / 0 Checks                 | 49.44       |           |
| 03199                    | JACKSON SERVICES INC    |             |  |             |           |
| 03/02/2021               | INVOICE                 | 4483673     | UNIFORMS                                     | 97.57       |           |
| 03/02/2021               | INVOICE                 | 4481860     | MAT  | 20.66       |           |
| 03/02/2021               | INVOICE                 | 4483663     | UNIFORMS                                     | 291.64      |           |
| 03/02/2021               | INVOICE                 | 4476193     | MOP, UNIFORMS                                | 21.74       |           |
| 03/02/2021               | INVOICE                 | 4486268     | MATS   | 57.69       |           |
| 03/02/2021               | INVOICE                 | 4485449     | MOPS, MATS, BATH/HAND/TEA/POLISH TOWELS, WA: | 160.01      |           |
| 03/02/2021               | INVOICE                 | 4486249     | UNIFORMS                                     | 16.45       |           |
| 03/02/2021               | INVOICE                 | 4487109     | MOPS, UNIFORMS                               | 60.27       |           |
| 03/02/2021               | INVOICE                 | 4483666     | MATS   | 12.50       |           |
| 03/02/2021               | INVOICE                 | 4483665     | UNIFORMS                                     | 133.32      |           |
| 03/02/2021               | INVOICE                 | 4483664     | MATS, TOWELS                                 | 34.97       |           |
| 03/02/2021               | INVOICE                 | 4488921     | MATS,TOWELS, UNIFORMS                        | 128.14      |           |
| 03/02/2021               | INVOICE                 | 4488922     | UNIFORMS                                     | 90.81       |           |
| 03/02/2021               | INVOICE                 | 4488923     | MATS, TOWELS                                 | 30.06       |           |
| 03/02/2021               | INVOICE                 | 4483674     | UNIFORMS                                     | 90.81       |           |
| 03/02/2021               | INVOICE                 | 4483675     | MAT  | 2.81        |           |
| 03/02/2021               | INVOICE                 | 4488912     | MOP, MATS                                    | 26.25       |           |
| 03/02/2021               | INVOICE                 | 4488913     | UNIFORMS                                     | 133.32      |           |
| 03/02/2021               | INVOICE                 | 4488914     | MAT  | 3.95        |           |
| 03/02/2021               | INVOICE                 | 4488911     | UNIFORMS                                     | 291.64      |           |
| 03/02/2021               | INVOICE                 | 4472829CR   | CREDIT DUPLICATE PAYMENT FOR KEYING ERROR    | (291.64)    |           |
| 03/02/2021               | INVOICE                 | 4491446     | MAT  | 22.48       |           |
| 03/02/2021               | INVOICE                 | 4491433     | UNIFORMS                                     | 16.45       |           |
| 03/02/2021               | INVOICE                 | 4490669     | MOPS, BATH/HAND/TEA/SHOP TOWELS, WASH/DISH ( | 65.81       |           |
| 03/02/2021               | INVOICE                 | 4488924     | MOPS, MATS, WINDSHIELD WIPES                 | 73.73       |           |
| 03/02/2021               | INVOICE                 | 4491434     | MATS, UNIFORMS                               | 101.78      |           |
|                          |                         |             | Total:                                       | 1,693.22    |           |
|                          |                         |             | Net of 26 Invoices / 0 Checks                | 1,693.22    |           |
| 03005                    | JONES AUTOMOTIVE        |             |  |             |           |
| 03/02/2021               | INVOICE                 | 2-46720     | COMP MOUNT FREIGHTLINER, CRADLE, ADAPTOR KI' | 547.26      |           |
|                          |                         |             | Total:                                       | 547.26      |           |
|                          |                         |             | Net of 1 Invoices / 0 Checks                 | 547.26      |           |
| 03202                    | KELLY SUPPLY COMPANY    |             |  |             |           |
| 03/02/2021               | INVOICE                 | S12259666-0 | PVC SUPPLIES                                 | 12.81       |           |
| 03/02/2021               | INVOICE                 | S12259501-0 | SUPPLIES                                     | 94.05       |           |
| 03/02/2021               | INVOICE                 | S12259718-0 | COUPLINGS, NIPPLES                           | 10.18       |           |
| 03/02/2021               | INVOICE                 | S12259750-0 | RUBBER FLANGES                               | 39.95       |           |
| 03/02/2021               | INVOICE                 | S12259502-1 | 8X6 150# FS RED THRD FLG RF                  | 221.37      |           |
| 03/02/2021               | INVOICE                 | S12259502-0 | PIPE NIPPLE, GATE VALVE, FS RED THRD FLG RF  | 536.13      |           |
|                          |                         |             | Total:                                       | 914.49      |           |
|                          |                         |             | Net of 6 Invoices / 0 Checks                 | 914.49      |           |
| 10470                    | KIESLER POLICE SUPPLY   |             |  |             |           |
| 03/02/2021               | INVOICE                 | 648         | COLUMBUS BUY BACK OF DUTY PISTOLS/A& J GUNS  | 8,100.00    |           |
|                          |                         |             | Total:                                       | 8,100.00    |           |
|                          |                         |             | Net of 1 Invoices / 0 Checks                 | 8,100.00    |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity                 | Inv/Check #  | Description                             | Invoice Amt | Check Amt |
|--------------------------|---|--------------|---|-------------|-----------|
| 03205<br>03/02/2021      | KIRKHAM MICHAEL & ASSOCIATES<br>INVOICE | 91264        | INITIAL BRIDGE INSPECTION/U054504850    | 550.00      |           |
|                          |   |              | Total:                                  | 550.00      |           |
|                          |   |              | Net of 1 Invoices / 0 Checks            | 550.00      |           |
| MISC<br>03/02/2021       | KITTRELL WALTER AND TAMI<br>INVOICE     | 02/22/2021   | UB refund for account: 200-44070-03     | 14.24       |           |
|                          |   |              | Total:                                  | 14.24       |           |
|                          |   |              | Net of 1 Invoices / 0 Checks            | 14.24       |           |
| 00012<br>03/02/2021      | LAKEVIEW SMALL ENGINE INC<br>INVOICE    | 044834       | CLUTCH KIT, EJECTOR TANK, OVERFLOW TANK | 762.73      |           |
|                          |   |              | Total:                                  | 762.73      |           |
|                          |   |              | Net of 1 Invoices / 0 Checks            | 762.73      |           |
| 01183<br>03/02/2021      | LARM (LEAGUE ASSOCIATION OF<br>INVOICE  | LARL10441 AI | CLAIMANT LOUIS BENDA JR. 2/8/21         | 1,000.00    |           |
|                          |   |              | Total:                                  | 1,000.00    |           |
|                          |   |              | Net of 1 Invoices / 0 Checks            | 1,000.00    |           |
| MISC<br>03/02/2021       | LEVANDER JAYMEE<br>INVOICE              | 02/19/2021   | UB refund for account: 400-77360-01     | 48.99       |           |
|                          |   |              | Total:                                  | 48.99       |           |
|                          |   |              | Net of 1 Invoices / 0 Checks            | 48.99       |           |
| 00822<br>03/02/2021      | LINCOLN WINWATER WORKS<br>INVOICE       | 074776 01    | REPAIR CLAMPS                           | 420.36      |           |
| 03/02/2021               | INVOICE                                 | 074776 02    | PARTS                                   | 700.61      |           |
|                          |   |              | Total:                                  | 1,120.97    |           |
|                          |   |              | Net of 2 Invoices / 0 Checks            | 1,120.97    |           |
| 03215<br>03/02/2021      | M & O DOOR PRODUCTS<br>INVOICE          | 0097974-IN   | C123 KEY BLANKS                         | 12.00       |           |
|                          |   |              | Total:                                  | 12.00       |           |
|                          |   |              | Net of 1 Invoices / 0 Checks            | 12.00       |           |
| 03212<br>03/02/2021      | MATHESON-LINWELD<br>INVOICE             | 23078995     | OXYGEN                                  | 268.89      |           |
|                          |   |              | Total:                                  | 268.89      |           |
|                          |   |              | Net of 1 Invoices / 0 Checks            | 268.89      |           |
| 03220<br>03/02/2021      | MENARDS<br>INVOICE                      | 34006        | TOTES, CART & TOOLBOX SET               | 122.93      |           |
| 03/02/2021               | INVOICE                                 | 33954        | TOILET TISSUE, LED TUBES, 100W BULBS    | 33.33       |           |
| 03/02/2021               | INVOICE                                 | 33837        | 1" STEEL LOCKOUT HASP                   | 13.98       |           |
| 03/02/2021               | INVOICE                                 | 33848        | HEATER, SUPPLIES                        | 171.65      |           |
| 03/02/2021               | INVOICE                                 | 33832        | EXIT LIGHT BATTERY                      | 28.95       |           |
| 03/02/2021               | INVOICE                                 | 33886        | SUPPLIES                                | 18.74       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity       | Inv/Check # | Description                                  | Invoice Amt | Check Amt |
|--------------------------|-------------------------------|-------------|--|-------------|-----------|
| 03/02/2021               | INVOICE                       | 34417       | 2BULB T12 BALLAST                            | 20.98       |           |
| 03/02/2021               | INVOICE                       | 34399       | FILTERS, HOSE                                | 109.88      |           |
| 03/02/2021               | INVOICE                       | 34425       | OFFSET SET, PVC SUPPLIES                     | 11.06       |           |
| 03/02/2021               | INVOICE                       | 34368       | RETURN CREDIT - 4X8 SHTG                     | (15.90)     |           |
| 03/02/2021               | INVOICE                       | 34366       | 4X8 SHTG, FURRING, TOOLBOX, CONTRACTOR BUND. | 125.95      |           |
| 03/02/2021               | INVOICE                       | 34470       | 48" HIGH PERFORMANCE SHOPLGHT, 409 CLEANER   | 27.47       |           |
| 03/02/2021               | INVOICE                       | 34459       | T12 BALLAST, HEX-LOK, UNI-LOK, TAP SPLICE    | 54.57       |           |
| 03/02/2021               | INVOICE                       | 34291       | IR THERMOMETER/LASER                         | 24.98       |           |
| 03/02/2021               | INVOICE                       | 34241       | PWR SRVC DIESEL FUEL SUPPL                   | 19.98       |           |
|                          |                               |             | Total:                                       | 768.55      |           |
|                          |                               |             | Net of 15 Invoices / 0 Checks                | 768.55      |           |
| 02403                    | MICROFILM IMAGING SYSTEMS INC |             |  |             |           |
| 03/02/2021               | INVOICE                       | 85237       | DR-M260 SCANNER SN HG318076                  | 821.50      |           |
|                          |                               |             | Total:                                       | 821.50      |           |
|                          |                               |             | Net of 1 Invoices / 0 Checks                 | 821.50      |           |
| 03226                    | MIDWEST SERVICE & SALES CO    |             |  |             |           |
| 03/02/2021               | INVOICE                       | 0029921     | HEAT TREATED CARBIDES                        | 5,596.54    |           |
|                          |                               |             | Total:                                       | 5,596.54    |           |
|                          |                               |             | Net of 1 Invoices / 0 Checks                 | 5,596.54    |           |
| 03230                    | MOTION INDUSTRIES INC         |             |  |             |           |
| 03/02/2021               | INVOICE                       | NE07-443314 | OTHER ROLBERG MTD UNITS                      | 982.52      |           |
| 03/02/2021               | INVOICE                       | NE07-443885 | GEARMOTOR MOVINOT                            | 1,902.68    |           |
| 03/02/2021               | INVOICE                       | NE07-443410 | OTHER ROLBERG MTD UNITS                      | 1,881.37    |           |
| 03/02/2021               | INVOICE                       | NE07-443777 | STANDARD ROLLER CH SPKTS                     | 64.82       |           |
| 03/02/2021               | INVOICE                       | NE07-442830 | ROLLER CHAINS                                | 246.03      |           |
|                          |                               |             | Total:                                       | 5,077.42    |           |
|                          |                               |             | Net of 5 Invoices / 0 Checks                 | 5,077.42    |           |
| 02622                    | MOTOROLA SOLUTIONS INC.       |             |  |             |           |
| 03/02/2021               | INVOICE                       | 8230259165  | RADIO INSTALLATION AND PROGRAMMING-12/2019   | 526.00      |           |
|                          |                               |             | Total:                                       | 526.00      |           |
|                          |                               |             | Net of 1 Invoices / 0 Checks                 | 526.00      |           |
| 00263                    | MTM RECOGNITION               |             |  |             |           |
| 03/02/2021               | INVOICE                       | 6050191     | SERVICE AWARDS-BOS, KLOPNIESKI, SCHADEMANN,  | 365.13      |           |
|                          |                               |             | Total:                                       | 365.13      |           |
|                          |                               |             | Net of 1 Invoices / 0 Checks                 | 365.13      |           |
| 00210                    | MUNICIPAL PIPE TOOL CO LLC    |             |  |             |           |
| 03/02/2021               | INVOICE                       | 31983       | POLE ASSY, HOOK ASSY                         | 564.79      |           |
|                          |                               |             | Total:                                       | 564.79      |           |
|                          |                               |             | Net of 1 Invoices / 0 Checks                 | 564.79      |           |
| 10225                    | NAPA AUTO PARTS OF COLUMBUS   |             |  |             |           |
| 03/02/2021               | INVOICE                       | 694241      | BATTERY                                      | 106.76      |           |
| 03/02/2021               | INVOICE                       | 694880      | FX BLUE THREADLOCK                           | 24.99       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity                     | Inv/Check #      | Description                                  | Invoice Amt | Check Amt |
|--------------------------|---|------------------|--|-------------|-----------|
| 03/02/2021               | INVOICE                                     | 694802           | PWR STEERING FLUID                           | 17.24       |           |
|                          |   |                  | Total:                                       | 148.99      |           |
|                          |   |                  | Net of 3 Invoices / 0 Checks                 | 148.99      |           |
| 00122<br>03/02/2021      | NEBRASKA DEPT OF ENVIRONMENT AND<br>INVOICE | CERT 1658        | WWTF OPERATOR II CERT RENEWAL - JIM J SPEICI | 150.00      |           |
|                          |   |                  | Total:                                       | 150.00      |           |
|                          |   |                  | Net of 1 Invoices / 0 Checks                 | 150.00      |           |
| 03233<br>03/02/2021      | NEBRASKA LAW ENFORCEMENT<br>INVOICE         | 9602             | TABE TEST FEE - A, CHAVEZ                    | 18.70       |           |
| 03/02/2021               | INVOICE                                     | 9667             | CERT FEE-207TH BASIC TRAINING-B WHITE        | 75.00       |           |
| 03/02/2021               | INVOICE                                     | 9673             | TUITION/LODGING-FTO- ROMSHEK                 | 380.00      |           |
| 03/02/2021               | INVOICE                                     | 9606             | 207TH BASIC TRAINING FLEET USE FEE-DREIFURS' | 350.00      |           |
|                          |   |                  | Total:                                       | 823.70      |           |
|                          |   |                  | Net of 4 Invoices / 0 Checks                 | 823.70      |           |
| 00444<br>03/02/2021      | NEBRASKA PUBLIC HEALTH<br>INVOICE           | 536488           | ROUTINE SAMPLE TESTING                       | 680.00      |           |
|                          |   |                  | Total:                                       | 680.00      |           |
|                          |   |                  | Net of 1 Invoices / 0 Checks                 | 680.00      |           |
| 00029<br>03/02/2021      | NEBRASKA STATE FIRE MARSHAL<br>INVOICE      | 119612           | BOILER INSPECTION                            | 244.00      |           |
| 03/02/2021               | INVOICE                                     | 119618           | BOILER INSPECTION                            | 61.00       |           |
|                          |   |                  | Total:                                       | 305.00      |           |
|                          |   |                  | Net of 2 Invoices / 0 Checks                 | 305.00      |           |
| 03241<br>03/02/2021      | NEWMAN SIGNS INC.<br>INVOICE                | TRFINV028626     | SIGN SUPPLIES                                | 54.49       |           |
|                          |   |                  | Total:                                       | 54.49       |           |
|                          |   |                  | Net of 1 Invoices / 0 Checks                 | 54.49       |           |
| 03246<br>03/02/2021      | NORTHEAST NEBRASKA ECONOMIC<br>INVOICE      | 22050            | JANUARY 2021 ADMIN SERVICES                  | 42.00       |           |
| 03/02/2021               | INVOICE                                     | 22047            | JANUARY 2021 ADMIN SERVICES                  | 105.00      |           |
| 03/02/2021               | INVOICE                                     | 22044            | JANUARY 2021 ADMIN SERVICES                  | 90.00       |           |
| 03/02/2021               | INVOICE                                     | 19-DTR-101 DD 19 | 19-DTR-101 DRAWDOWN #19                      | 660.00      |           |
|                          |   |                  | Total:                                       | 897.00      |           |
|                          |   |                  | Net of 4 Invoices / 0 Checks                 | 897.00      |           |
| 03248<br>03/02/2021      | NOVICKI FIRE PREVENTION SERVCS<br>INVOICE   | 049-21           | FIRE EXTINGUISHER MAINTENANCE                | 25.00       |           |
| 03/02/2021               | INVOICE                                     | 050-21           | ANNUAL INSPECTION/MAINTENANCE OF EXTINGUISHI | 235.00      |           |
|                          |   |                  | Total:                                       | 260.00      |           |
|                          |   |                  | Net of 2 Invoices / 0 Checks                 | 260.00      |           |
| 00358                    | OBRIST & CO INC                             |                  |  |             |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity  | Inv/Check #  | Description                                 | Invoice Amt | Check Amt |
|--------------------------|--------------------------|--------------|---|-------------|-----------|
| 03/02/2021               | INVOICE                  | 8764         | CLEAN OUT DRAIN LINE                        | 140.00      |           |
|                          |                          |              | Total:                                      | 140.00      |           |
|                          |                          |              | Net of 1 Invoices / 0 Checks                | 140.00      |           |
| 03249                    | OCCUPATIONAL HEALTH SERV |              |   |             |           |
| 03/02/2021               | INVOICE                  | 69807        | RANDOM, PRE-EMPL, POST ACCIDENT TESTING     | 836.00      |           |
| 03/02/2021               | INVOICE                  | 69966        | PRE-EMPLOYMENT TESTING                      | 362.00      |           |
|                          |                          |              | Total:                                      | 1,198.00    |           |
|                          |                          |              | Net of 2 Invoices / 0 Checks                | 1,198.00    |           |
| 03171                    | OFFICENET                |              |   |             |           |
| 03/02/2021               | INVOICE                  | 954542-0     | DUSTER SPRAY, CALC RIBBON                   | 34.58       |           |
| 03/02/2021               | INVOICE                  | 954406-1     | INK CARTRIDGES                              | 63.98       |           |
| 03/02/2021               | INVOICE                  | 954529-0     | INK CARTRIDGES                              | 158.10      |           |
| 03/02/2021               | INVOICE                  | 954406-2     | INK CARTRIDGE                               | 81.98       |           |
| 03/02/2021               | INVOICE                  | 954919-0     | DYMO LABELS                                 | 32.98       |           |
| 03/02/2021               | INVOICE                  | 954881-0     | DISPOSABLE FACE MASKS                       | 16.09       |           |
|                          |                          |              | Total:                                      | 387.71      |           |
|                          |                          |              | Net of 6 Invoices / 0 Checks                | 387.71      |           |
| 02852                    | OLSON'S PEST TECHNICIANS |              |   |             |           |
| 03/02/2021               | INVOICE                  | 197424       | PEST CONTROL                                | 50.00       |           |
| 03/02/2021               | INVOICE                  | 197426       | PEST CONTROL                                | 85.00       |           |
| 03/02/2021               | INVOICE                  | 197427       | PEST CONTROL                                | 52.00       |           |
| 03/02/2021               | INVOICE                  | 197425       | PEST CONTROL                                | 50.00       |           |
|                          |                          |              | Total:                                      | 237.00      |           |
|                          |                          |              | Net of 4 Invoices / 0 Checks                | 237.00      |           |
| 00176                    | O'REILLY AUTOMOTIVE INC  |              |   |             |           |
| 03/02/2021               | INVOICE                  | 0681-490331  | STANDARD IGNITION                           | 90.00       |           |
| 03/02/2021               | INVOICE                  | 0681-491532  | ABSORBENT                                   | 64.90       |           |
| 03/02/2021               | INVOICE                  | 0681-491405  | DE-ICER                                     | 71.76       |           |
| 03/02/2021               | INVOICE                  | 0681-492898  | FILTERS, IMPACT BITS, 8OZ ANTISEIZE, 20OZ H | 84.65       |           |
| 03/02/2021               | INVOICE                  | 0681-491560  | BATTERY CABLES, WIRE CLIPS, BATT CABLE LUGS | 640.90      |           |
| 03/02/2021               | INVOICE                  | 0681-492572  | CABLE TIE                                   | 8.99        |           |
| 03/02/2021               | INVOICE                  | 0681-493313  | COPPER PLUGS, FUEL FILTER                   | 55.68       |           |
|                          |                          |              | Total:                                      | 1,016.88    |           |
|                          |                          |              | Net of 7 Invoices / 0 Checks                | 1,016.88    |           |
| 00345                    | PETE LIEN & SONS INC.    |              |   |             |           |
| 03/02/2021               | INVOICE                  | 21POS/008162 | QUICKLIME FINES RC                          | 5,794.36    |           |
| 03/02/2021               | INVOICE                  | 21POS/012370 | QUICKLIME FINES RC                          | 5,351.88    |           |
|                          |                          |              | Total:                                      | 11,146.24   |           |
|                          |                          |              | Net of 2 Invoices / 0 Checks                | 11,146.24   |           |
| 03258                    | PETTY CASH               |              |   |             |           |
| 03/02/2021               | INVOICE                  | 021921CLERK  | REPLACEMENT PLATE - TRANSFER STATION        | 2.50        |           |
|                          |                          |              | Total:                                      | 2.50        |           |
|                          |                          |              | Net of 1 Invoices / 0 Checks                | 2.50        |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity               | Inv/Check #                 | Description                                 | Invoice Amt | Check Amt |
|--------------------------|---------------------------------------|-----------------------------|---|-------------|-----------|
| 00024<br>03/02/2021      | PLATTE COUNTY<br>INVOICE              | AGRICULTURAL<br>030121LEASE | ANNUAL LEASE AGREEMENT                      | 1.00        |           |
|                          |                                       |                             | Total:                                      | 1.00        |           |
|                          |                                       |                             | Net of 1 Invoices / 0 Checks                | 1.00        |           |
| 00758<br>03/02/2021      | PLATTE COUNTY<br>INVOICE              | REGISTER OF<br>021821CLERK  | RESOLUTION NO R21-26                        | 106.00      |           |
|                          |                                       |                             | Total:                                      | 106.00      |           |
|                          |                                       |                             | Net of 1 Invoices / 0 Checks                | 106.00      |           |
| MISC<br>03/02/2021       | PRAIRIE CATALYTIC<br>INVOICE          | 02/12/2021                  | UB refund for account: 300-62682-01         | 947.00      |           |
|                          |                                       |                             | Total:                                      | 947.00      |           |
|                          |                                       |                             | Net of 1 Invoices / 0 Checks                | 947.00      |           |
| 03261<br>03/02/2021      | PRESTOX<br>INVOICE                    | 1423757                     | PEST CONTROL                                | 62.00       |           |
| 03/02/2021               | INVOICE                               | 1613132                     | PEST CONTROL                                | 49.00       |           |
| 03/02/2021               | INVOICE                               | 1613133                     | PEST CONTROL                                | 47.00       |           |
|                          |                                       |                             | Total:                                      | 158.00      |           |
|                          |                                       |                             | Net of 3 Invoices / 0 Checks                | 158.00      |           |
| 10361<br>03/02/2021      | QUADIENT FINANCE USA, INC.<br>INVOICE | 2021-0216                   | ADDED \$1000 TO POSTAGE MACHINE 2/16/21     | 1,000.00    |           |
|                          |                                       |                             | Total:                                      | 1,000.00    |           |
|                          |                                       |                             | Net of 1 Invoices / 0 Checks                | 1,000.00    |           |
| 01624<br>03/02/2021      | ROSENBAUER MINNESOTA LLC<br>INVOICE   | 0000044959                  | FENDERETTE REPAIR, RECESSED DOOR TRACK SET, | 914.82      |           |
|                          |                                       |                             | Total:                                      | 914.82      |           |
|                          |                                       |                             | Net of 1 Invoices / 0 Checks                | 914.82      |           |
| 01596<br>03/02/2021      | RVW INC<br>INVOICE                    | 04119                       | FIBER RELOCATION FOR LIBRARY DEMOLITION     | 149.00      |           |
|                          |                                       |                             | Total:                                      | 149.00      |           |
|                          |                                       |                             | Net of 1 Invoices / 0 Checks                | 149.00      |           |
| 10569<br>03/02/2021      | SAYLER SCREENPRINTING<br>INVOICE      | 8546                        | LETC UNIFORMS-DREIFURST & WHITE             | 123.00      |           |
|                          |                                       |                             | Total:                                      | 123.00      |           |
|                          |                                       |                             | Net of 1 Invoices / 0 Checks                | 123.00      |           |
| 10570<br>03/02/2021      | SBG LLC<br>INVOICE                    | 020921ENG                   | EASEMENTS FOR SANITARY SEWER LIFT STATION N | 9,620.00    |           |
|                          |                                       |                             | Total:                                      | 9,620.00    |           |
|                          |                                       |                             | Net of 1 Invoices / 0 Checks                | 9,620.00    |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity                   | Inv/Check #   | Description                                  | Invoice Amt | Check Amt |
|--------------------------|---|---------------|--|-------------|-----------|
| 02827<br>03/02/2021      | SCHINDLER ELEVATOR CORPORATION<br>INVOICE | 8105550729    | BI-MONTHLY MAINTENANCE AGR                   | 297.22      |           |
|                          |   |               | Total:                                       | 297.22      |           |
|                          |   |               | Net of 1 Invoices / 0 Checks                 | 297.22      |           |
| MISC<br>03/02/2021       | SCHRAD GUS<br>INVOICE                     | 02/22/2021    | UB refund for account: 200-44200-00          | 27.91       |           |
|                          |   |               | Total:                                       | 27.91       |           |
|                          |   |               | Net of 1 Invoices / 0 Checks                 | 27.91       |           |
| 00387<br>03/02/2021      | SCHWING BIOSET<br>INVOICE                 | 61425809      | FILTER HYD, IN-TANK, ELEMENT                 | 301.76      |           |
|                          |   |               | Total:                                       | 301.76      |           |
|                          |   |               | Net of 1 Invoices / 0 Checks                 | 301.76      |           |
| 01394<br>03/02/2021      | SIRIUS COMPUTER SOLUTIONS INC.<br>INVOICE | INV-000810164 | VMWARE CARBON BLACK CLOUD ENDPOINT/MANAGED I | 550.50      |           |
| 03/02/2021               | INVOICE                                   | INV-000810266 | GENERAL SUPPORT SERVICES                     | 1,600.00    |           |
|                          |   |               | Total:                                       | 2,150.50    |           |
|                          |   |               | Net of 2 Invoices / 0 Checks                 | 2,150.50    |           |
| 01854<br>03/02/2021      | SLIVA DAVID<br>INVOICE                    | 1017044       | REIMB FUEL/PICKUP DUMP TRUCK                 | 50.00       |           |
|                          |   |               | Total:                                       | 50.00       |           |
|                          |   |               | Net of 1 Invoices / 0 Checks                 | 50.00       |           |
| 01926<br>03/02/2021      | SMITH FERTILIZER GRAIN<br>INVOICE         | 4007069       | BEET 55 LEMARS                               | 7,360.03    |           |
|                          |   |               | Total:                                       | 7,360.03    |           |
|                          |   |               | Net of 1 Invoices / 0 Checks                 | 7,360.03    |           |
| 02971<br>03/02/2021      | ST BONAVENTURE CHURCH<br>INVOICE          | 022421ENG     | STORM SEWER IMPROVEMENTS-16ST & 18AVE        | 19,323.00   |           |
|                          |   |               | Total:                                       | 19,323.00   |           |
|                          |   |               | Net of 1 Invoices / 0 Checks                 | 19,323.00   |           |
| 00244<br>03/02/2021      | STERICYCLE INC<br>INVOICE                 | 4009943852    | MEDICAL WASTE SERVICE                        | 963.57      |           |
|                          |   |               | Total:                                       | 963.57      |           |
|                          |   |               | Net of 1 Invoices / 0 Checks                 | 963.57      |           |
| 10271<br>03/02/2021      | THE HOME DEPOT PRO<br>INVOICE             | 600312755     | BATHROOM CLEANER/DISINFECTANT                | 81.71       |           |
|                          |   |               | Total:                                       | 81.71       |           |
|                          |   |               | Net of 1 Invoices / 0 Checks                 | 81.71       |           |
| 10326                    | THE LIFEGUARD STORE                       |               |  |             |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity   | Inv/Check #        | Description                                  | Invoice Amt | Check Amt |
|--------------------------|---------------------------|--------------------|--|-------------|-----------|
| 03/02/2021               | INVOICE                   | INV001031347       | THERMOMETERS, GOGGLES, CAPS                  | 104.78      |           |
|                          |                           |                    | Total:                                       | 104.78      |           |
|                          |                           |                    | Net of 1 Invoices / 0 Checks                 | 104.78      |           |
| 03128                    | TIRE OUTLET INC           |                    |  |             |           |
| 03/02/2021               | INVOICE                   | 187347             | TIRE REPAIR ON #24                           | 30.00       |           |
| 03/02/2021               | INVOICE                   | 187380             | WELD WHEEL                                   | 25.00       |           |
| 03/02/2021               | INVOICE                   | 188606             | USED TIRES AND LUG NUTS                      | 317.50      |           |
| 03/02/2021               | INVOICE                   | 186840             | TIRE AND USED WHEEL                          | 410.28      |           |
|                          |                           |                    | Total:                                       | 782.78      |           |
|                          |                           |                    | Net of 4 Invoices / 0 Checks                 | 782.78      |           |
| 01435                    | TM CLEANING               |                    |  |             |           |
| 03/02/2021               | INVOICE                   | 195                | JANUARY CLEANING                             | 250.00      |           |
|                          |                           |                    | Total:                                       | 250.00      |           |
|                          |                           |                    | Net of 1 Invoices / 0 Checks                 | 250.00      |           |
| 00550                    | TRUCK CENTER COMPANIES    |                    |  |             |           |
| 03/02/2021               | INVOICE                   | 228529J            | FILTER, CAP FOR UNIT 74A                     | 62.56       |           |
| 03/02/2021               | INVOICE                   | 228774J            | ELEMENT, FUEL AND OIL KITS FOR KW6145        | 168.92      |           |
| 03/02/2021               | INVOICE                   | 228510J            | GLASS  | 153.28      |           |
| 03/02/2021               | INVOICE                   | 228224J            | WASHER CAP #61                               | 8.27        |           |
|                          |                           |                    | Total:                                       | 393.03      |           |
|                          |                           |                    | Net of 4 Invoices / 0 Checks                 | 393.03      |           |
| 00357                    | TURFWERKS                 |                    |  |             |           |
| 03/02/2021               | INVOICE                   | OI51066            | TIRES, PARTS                                 | 1,814.92    |           |
|                          |                           |                    | Total:                                       | 1,814.92    |           |
|                          |                           |                    | Net of 1 Invoices / 0 Checks                 | 1,814.92    |           |
| 00289                    | UNION PACIFIC RAILROAD CO |                    |  |             |           |
| 03/02/2021               | INVOICE                   | 90104007           | DOT #815711X: 15TH ST/PRELIM ENG-CONSTRUCT : | 120.39      |           |
| 03/02/2021               | INVOICE                   | 90103787           | PLAN REVIEW/CONSTR 12AV OH, AT GRADE CLOSURE | 780.88      |           |
|                          |                           |                    | Total:                                       | 901.27      |           |
|                          |                           |                    | Net of 2 Invoices / 0 Checks                 | 901.27      |           |
| 00032                    | UNITED STATES POST OFFICE | L                  |  |             |           |
| 03/02/2021               | INVOICE                   | POB1677            | 2021 RENT - PO BOX 1677                      | 388.00      |           |
|                          |                           |                    | Total:                                       | 388.00      |           |
|                          |                           |                    | Net of 1 Invoices / 0 Checks                 | 388.00      |           |
| 00298                    | UPS STORE                 |                    |  |             |           |
| 03/02/2021               | INVOICE                   | 830750387036378886 | SHIPPING TO TURFWERKS                        | 80.37       |           |
|                          |                           |                    | Total:                                       | 80.37       |           |
|                          |                           |                    | Net of 1 Invoices / 0 Checks                 | 80.37       |           |
| 02045                    | VAN WALL EQUIPMENT INC    |                    |  |             |           |
| 03/02/2021               | INVOICE                   | 5085787            | SEALS O-RINGS                                | 94.71       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity              | Inv/Check #       | Description                                 | Invoice Amt | Check Amt |
|--------------------------|--------------------------------------|-------------------|---|-------------|-----------|
|                          |                                      |                   | Total:                                      | 94.71       |           |
|                          |                                      |                   | Net of 1 Invoices / 0 Checks                | 94.71       |           |
| 03060<br>03/02/2021      | VERIZON CONNECT NWF, INC.<br>INVOICE | OSV000002344459   | GPS SERVICE                                 | 32.38       |           |
|                          |                                      |                   | Total:                                      | 32.38       |           |
|                          |                                      |                   | Net of 1 Invoices / 0 Checks                | 32.38       |           |
| 01181<br>03/02/2021      | VERIZON WIRELESS<br>INVOICE          | 9872718587        | CELL PHONE CHARGES 2/6/21 - 3/5/21          | 680.17      |           |
|                          |                                      |                   | Total:                                      | 680.17      |           |
|                          |                                      |                   | Net of 1 Invoices / 0 Checks                | 680.17      |           |
| 03299<br>03/02/2021      | WALMART COMMUNITY/GECRB<br>INVOICE   | 102000307626      | BARMOPS, BATH TOWELS                        | 197.46      |           |
| 03/02/2021               | INVOICE                              | P92730010018M2WYP | RUSSELL MEN'S L2 THERMAL CREW SHIRTS-QUARTE | 37.38       |           |
| 03/02/2021               | INVOICE                              | 103300423654      | NAPKINS, CUPS, BATTERIES, AIR FRESHENER, WA | 34.32       |           |
| 03/02/2021               | INVOICE                              | 020421ADMIN       | CREDIT FOR OVERCHARGE/SALES TAX ON NAPKINS  | (3.18)      |           |
| 03/02/2021               | INVOICE                              | 103100478657      | GUN CLEANING SOLVENT, LUBRICANT, UNIV RIFLE | 53.51       |           |
| 03/02/2021               | INVOICE                              | 104200617229      | WEB CAMERAS, NOTEBOOKS                      | 29.23       |           |
|                          |                                      |                   | Total:                                      | 348.72      |           |
|                          |                                      |                   | Net of 6 Invoices / 0 Checks                | 348.72      |           |
| 00385<br>03/02/2021      | WEST POINT IMPLEMENT OF<br>INVOICE   | I596048           | DRAWBAR                                     | 561.50      |           |
|                          |                                      |                   | Total:                                      | 561.50      |           |
|                          |                                      |                   | Net of 1 Invoices / 0 Checks                | 561.50      |           |
|                          |                                      |                   | invoices and 0 checks for 113 vendors:      | 200,226.36  |           |

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 03/02/2021 - 03/02/2021  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

| GL Number                                    | Invoice Line Desc              | Vendor                     | Invoice Date | Invoice           | Amount    |
|--|--------------------------------|----------------------------|--------------|-------------------|-----------|
| Fund 100 GENERAL FUND                        |                                |                            |              |                   |           |
| Dept 100 GENERAL ADMINISTRATION              |                                |                            |              |                   |           |
| 100-100-52710                                | EMPLOYEE RECRUITMENT/RETENTION | COLUMBUS CUSTOM EMBROIDERY | 12/24/20     | E36658            | 66.00     |
| 100-100-52710                                | EMPLOYEE RECRUITMENT/RETENTION | MTM RECOGNITION            | 02/16/21     | 6050191           | 68.10     |
| 100-100-53200                                | PROFESSIONAL SERVICES          | KIRKHAM MICHAEL & ASSOCIAT | 02/10/21     | 91264             | 550.00    |
| 100-100-53200                                | PROFESSIONAL SERVICES          | UNION PACIFIC RAILROAD CO  | 01/14/21     | 90104007          | 120.39    |
| 100-100-53400                                | COMPUTER SUPPORT/MAINT         | AMAZON                     | 01/26/21     | Multiple          | 725.48    |
| 100-100-53400                                | COMPUTER SUPPORT/MAINT         | SIRIUS COMPUTER SOLUTIONS  | 02/23/21     | Multiple          | 2,150.50  |
| 100-100-54310                                | BUILDING MAINTENANCE           | JACKSON SERVICES INC       | 02/16/21     | 4486268           | 57.69     |
| 100-100-54310                                | BUILDING MAINTENANCE           | OLSON'S PEST TECHNICIANS   | 02/17/21     | 197424            | 50.00     |
| 100-100-55900                                | MISCELLANEOUS                  | PLATTE COUNTY REGISTER OF  | 02/18/21     | 021821CLERK       | 106.00    |
| 100-100-55920                                | MISC FEES                      | ASCAP                      | 01/06/21     | 500580806         | 367.00    |
| 100-100-56010                                | SUPPLIES                       | AMAZON                     | 02/04/21     | Multiple          | 36.64     |
| 100-100-56010                                | SUPPLIES                       | WALMART COMMUNITY/GECRB    | 02/02/21     | Multiple          | 31.14     |
| 100-100-56020                                | OFFICE SUPPLIES                | AMAZON                     | 02/03/21     | 864987354353      | 25.99     |
| 100-100-56020                                | OFFICE SUPPLIES                | EAKES OFFICE SOLUTIONS     | 02/18/21     | 8203846-0         | 9.96      |
| 100-100-56020                                | OFFICE SUPPLIES                | OFFICENET                  | 02/16/21     | Multiple          | 192.68    |
| 100-100-56040                                | POSTAGE AND FREIGHT            | QUADIENT FINANCE USA, INC. | 02/16/21     | 2021-0216         | 1,000.00  |
| 100-100-56040                                | POSTAGE AND FREIGHT            | UNITED STATES POST OFFICE  | 02/16/21     | POB1677           | 388.00    |
| 100-100-56240                                | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 56.04     |
| 100-100-56610                                | CHAMBER OF COMMERCE            | COLUMBUS AREA CHAMBER OF   | 02/11/21     | 35778             | 8,000.00  |
| Total For Dept 100 GENERAL ADMINISTRATION    |                                |                            |              |                   | 14,001.61 |
| Dept 102 COLUMBUS AREA TRANSIT               |                                |                            |              |                   |           |
| 100-102-53400                                | COMPUTER SUPPORT/MAINT         | AMAZON                     | 01/20/21     | Multiple          | 58.87     |
| 100-102-54310                                | BUILDING & GROUNDS MAINT       | OLSON'S PEST TECHNICIANS   | 02/10/21     | 197425            | 50.00     |
| 100-102-55950                                | COVID-19 EXPENSES              | OFFICENET                  | 02/19/21     | 954881-0          | 16.09     |
| 100-102-56020                                | OFFICE SUPPLIES                | EAKES OFFICE SOLUTIONS     | 02/14/21     | INV260849         | 177.63    |
| 100-102-56030                                | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC       | 02/09/21     | 4481860           | 20.66     |
| 100-102-56240                                | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 6.59      |
| Total For Dept 102 COLUMBUS AREA TRANSIT     |                                |                            |              |                   | 329.84    |
| Dept 103 COLUMBUS COMMUNITY CENTER           |                                |                            |              |                   |           |
| 100-103-52710                                | EMPLOYEE RECRUITMENT/RETENTION | MTM RECOGNITION            | 02/16/21     | 6050191           | 70.30     |
| 100-103-56010-III-C                          | SUPPLIES                       | AMAZON                     | 01/26/21     | 459449836768      | 11.50     |
| 100-103-56030-III-B                          | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC       | 02/23/21     | 4491446           | 11.24     |
| 100-103-56030-III-C                          | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC       | 02/23/21     | 4491446           | 11.24     |
| 100-103-56240-III-B                          | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 8.24      |
| 100-103-56240-III-C                          | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 8.23      |
| Total For Dept 103 COLUMBUS COMMUNITY CENTER |                                |                            |              |                   | 120.75    |
| Dept 105 FINANCE                             |                                |                            |              |                   |           |
| 100-105-56240                                | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 16.47     |
| Total For Dept 105 FINANCE                   |                                |                            |              |                   | 16.47     |
| Dept 106 CITY CLERK                          |                                |                            |              |                   |           |
| 100-106-56240                                | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 13.18     |
| Total For Dept 106 CITY CLERK                |                                |                            |              |                   | 13.18     |
| Dept 108 HUMAN RESOURCES                     |                                |                            |              |                   |           |
| 100-108-56240                                | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 3.29      |
| Total For Dept 108 HUMAN RESOURCES           |                                |                            |              |                   | 3.29      |
| Dept 110 POLICE                              |                                |                            |              |                   |           |
| 100-110-52700                                | TRAINING AND TUITION           | CBS - REPORTING SERVICES   | 01/31/21     | 417380            | 8.70      |

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 03/02/2021 - 03/02/2021  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

| GL Number                 | Invoice Line Desc              | Vendor                     | Invoice Date | Invoice           | Amount    |
|---------------------------|--------------------------------|----------------------------|--------------|-------------------|-----------|
| Fund 100 GENERAL FUND     |                                |                            |              |                   |           |
| Dept 110 POLICE           |                                |                            |              |                   |           |
| 100-110-52700             | TRAINING AND TUITION           | CONSOLIDATED MANAGEMENT CC | 02/17/21     | Multiple          | 266.72    |
| 100-110-52700             | TRAINING AND TUITION           | DRIVERS LICENSE GUIDE COMF | 01/01/21     | 201630            | 82.50     |
| 100-110-52700             | TRAINING AND TUITION           | ELECTRONIC ENGINEERING     | 02/16/21     | 853003566-1       | 312.50    |
| 100-110-52700             | TRAINING AND TUITION           | NEBRASKA LAW ENFORCEMENT   | 02/08/21     | Multiple          | 823.70    |
| 100-110-52700             | TRAINING AND TUITION           | SAYLER SCREENPRINTING      | 12/30/20     | 8546              | 123.00    |
| 100-110-52810             | UNIFORMS-QUARTERMASTER         | KIESLER POLICE SUPPLY      | 01/06/21     | 648               | 8,100.00  |
| 100-110-52810             | UNIFORMS-QUARTERMASTER         | WALMART COMMUNITY/GECRB    | 02/13/21     | P92730010018M2WYP | 37.38     |
| 100-110-53200             | PROFESSIONAL SERVICES          | COLUMBUS COMMUNITY HOSPIT  | 02/01/20     | 04309600109577    | 86.45     |
| 100-110-53400             | COMPUTER SUPPORT/MAINT         | AMAZON                     | 02/03/21     | Multiple          | 246.68    |
| 100-110-54310             | BUILDING MAINTENANCE           | OBRIST & CO INC            | 02/10/21     | 8764              | 140.00    |
| 100-110-54310             | BUILDING MAINTENANCE           | OLSON'S PEST TECHNICIANS   | 02/17/21     | 197426            | 85.00     |
| 100-110-54320             | EQUIPMENT MAINTENANCE          | EAKES OFFICE SOLUTIONS     | 02/15/21     | INV260995         | 125.68    |
| 100-110-54320             | EQUIPMENT MAINTENANCE          | NOVICKI FIRE PREVENTION SE | 02/12/21     | 049-21            | 25.00     |
| 100-110-56010             | SUPPLIES                       | ACE HARDWARE & GARDEN CNT  | 02/22/21     | Multiple          | 25.22     |
| 100-110-56010             | SUPPLIES                       | AMAZON                     | 01/25/21     | Multiple          | 449.97    |
| 100-110-56010             | SUPPLIES                       | WALMART COMMUNITY/GECRB    | 01/31/21     | 103100478657      | 53.51     |
| 100-110-56020             | OFFICE SUPPLIES                | AMAZON                     | 01/25/21     | Multiple          | 142.02    |
| 100-110-56030             | CLEANING SUPPLIES/SERVICE      | AMAZON                     | 02/05/21     | 437584857843      | 7.46      |
| 100-110-56240             | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 118.61    |
| 100-110-56240             | TELEPHONE                      | VERIZON WIRELESS           | 02/05/21     | 9872718587        | 680.17    |
| 100-110-56650             | MEMBERSHIP DUES                | FBI-LEEDA INC.             | 02/16/21     | 63313609-21       | 50.00     |
| 100-110-57200-20014       | CAPITAL-LAND & BUILDINGS       | CAPITAL CITY ELECTRIC      | 01/29/21     | 15536             | 39,362.00 |
| Total For Dept 110 POLICE |                                |                            |              |                   | 51,352.27 |
| Dept 120 FIRE             |                                |                            |              |                   |           |
| 100-120-52710             | EMPLOYEE RECRUITMENT/RETENTION | ERGOMETRICS                | 11/25/20     | 139282            | 775.00    |
| 100-120-52710             | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV   | 01/31/21     | 69966             | 362.00    |
| 100-120-52800             | UNIFORMS                       | GALLS LLC                  | 01/13/21     | Multiple          | 355.23    |
| 100-120-54310             | BUILDING MAINTENANCE           | CULLIGAN OF COLUMBUS       | 02/23/21     | 247941            | 43.55     |
| 100-120-54310             | BUILDING MAINTENANCE           | NEBRASKA STATE FIRE MARSH  | 02/11/21     | 119612            | 122.00    |
| 100-120-54310             | BUILDING MAINTENANCE           | PRESTOX                    | 02/18/21     | 1613132           | 49.00     |
| 100-120-54320             | EQUIPMENT MAINTENANCE          | ELECTRONIC ENGINEERING     | 11/05/20     | Multiple          | 449.46    |
| 100-120-54320             | EQUIPMENT MAINTENANCE          | MOTOROLA SOLUTIONS INC.    | 10/01/20     | 8230259165        | 526.00    |
| 100-120-54330             | VEHICLE MAINTENANCE            | ROSENBAUER MINNESOTA LLC   | 02/17/21     | 0000044959        | 914.82    |
| 100-120-56010             | SUPPLIES                       | ACE HARDWARE & GARDEN CNT  | 02/22/21     | 175327/5          | 71.97     |
| 100-120-56010             | SUPPLIES                       | AMAZON                     | 01/11/21     | 673639353688      | 114.99    |
| 100-120-56010             | SUPPLIES                       | BOMGAARS                   | 01/27/21     | 35745582          | 20.97     |
| 100-120-56010             | SUPPLIES                       | WALMART COMMUNITY/GECRB    | 01/20/21     | 102000307626      | 197.46    |
| 100-120-56020             | OFFICE SUPPLIES                | OFFICENET                  | 02/19/21     | 954919-0          | 16.49     |
| 100-120-56030             | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC       | 02/15/21     | Multiple          | 149.76    |
| 100-120-56030             | CLEANING SUPPLIES/SERVICE      | THE HOME DEPOT PRO         | 02/12/21     | 600312755         | 40.85     |
| 100-120-56030             | CLEANING SUPPLIES/SERVICE      | TM CLEANING                | 02/18/21     | 195               | 125.00    |
| 100-120-56050             | FUEL                           | MENARDS                    | 02/15/21     | 34241             | 19.98     |
| 100-120-56240             | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 54.37     |
| Total For Dept 120 FIRE   |                                |                            |              |                   | 4,408.90  |
| Dept 121 RESCUE           |                                |                            |              |                   |           |
| 100-121-52800             | UNIFORMS                       | GALLS LLC                  | 01/13/21     | Multiple          | 355.23    |
| 100-121-54310             | BUILDING MAINTENANCE           | NEBRASKA STATE FIRE MARSH  | 02/11/21     | 119612            | 122.00    |
| 100-121-54310             | BUILDING MAINTENANCE           | PRESTOX                    | 02/18/21     | 1613133           | 47.00     |
| 100-121-54330             | VEHICLE MAINTENANCE            | BEHLEN TOWING LLC          | 02/06/21     | 26213             | 150.00    |
| 100-121-54330             | VEHICLE MAINTENANCE            | JONES AUTOMOTIVE           | 02/15/21     | 2-46720           | 547.26    |
| 100-121-56010             | SUPPLIES                       | BOUND TREE MEDICAL LLC     | 02/18/21     | 83957460          | 293.99    |

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| Fund 100 GENERAL FUND                    |                                |                            |              |                   |          |
| Dept 121 RESCUE                          |                                |                            |              |                   |          |
| 100-121-56010                            | SUPPLIES                       | MATHESON-LINWELD           | 02/12/21     | 23078995          | 268.89   |
| 100-121-56020                            | OFFICE SUPPLIES                | HOMETOWN LEASING           | 02/01/21     | 033               | 177.97   |
| 100-121-56020                            | OFFICE SUPPLIES                | OFFICENET                  | 02/19/21     | 954919-0          | 16.49    |
| 100-121-56030                            | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC       | 02/15/21     | Multiple          | 149.79   |
| 100-121-56030                            | CLEANING SUPPLIES/SERVICE      | STERICYCLE INC             | 03/01/21     | 4009943852        | 963.57   |
| 100-121-56030                            | CLEANING SUPPLIES/SERVICE      | THE HOME DEPOT PRO         | 02/12/21     | 600312755         | 40.86    |
| 100-121-56030                            | CLEANING SUPPLIES/SERVICE      | TM CLEANING                | 02/18/21     | 195               | 125.00   |
| 100-121-56240                            | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 54.36    |
| Total For Dept 121 RESCUE                |                                |                            |              |                   | 3,312.41 |
| Dept 130 LIBRARY                         |                                |                            |              |                   |          |
| 100-130-52710                            | EMPLOYEE RECRUITMENT/RETENTION | COLUMBUS CUSTOM EMBROIDERY | 11/20/20     | E36408            | 35.00    |
| 100-130-53400-STAFF                      | COMPUTER SUPPORT/MAINT         | AMAZON                     | 02/16/21     | Multiple          | 1,037.34 |
| 100-130-53400-STAFF                      | COMPUTER SUPPORT/MAINT         | MICROFILM IMAGING SYSTEMS  | 02/05/21     | 85237             | 821.50   |
| 100-130-54310                            | BUILDING MAINTENANCE           | AMAZON                     | 01/28/21     | Multiple          | 127.47   |
| 100-130-54310                            | BUILDING MAINTENANCE           | MENARDS                    | 02/11/21     | 34006             | 122.93   |
| 100-130-54310                            | BUILDING MAINTENANCE           | SCHINDLER ELEVATOR CORPOR  | 02/10/21     | 8105550729        | 297.22   |
| 100-130-54320-BUILD                      | EQUIPMENT MAINTENANCE          | AMAZON                     | 02/03/21     | 957585598898      | 59.99    |
| 100-130-55400                            | ADVERTISING AND PROMOTION      | BEST VERSION MEDIA, LLC    | 02/20/21     | 217771-202104     | 152.00   |
| 100-130-56010-MTRLS                      | SUPPLIES                       | AMAZON                     | 02/03/21     | 957585598898      | 17.00    |
| 100-130-56010-PATRN                      | SUPPLIES                       | AMAZON                     | 01/20/21     | 486499455885      | 25.68    |
| 100-130-56240                            | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 46.13    |
| 100-130-56400-ADULT                      | PROGRAMS                       | GROMBACHER, KERRY          | 01/19/21     | 011921LIBR        | 400.00   |
| 100-130-56400-YASRP                      | PROGRAMS                       | AMAZON                     | 02/05/21     | Multiple          | 542.45   |
| 100-130-56410-ADULT                      | BOOKS AND PUBLICATIONS         | BIBLIOTHECA LLC            | 02/14/21     | Multiple          | 30.75    |
| 100-130-56410-ADULT                      | BOOKS AND PUBLICATIONS         | INGRAM LIBRARY SERVICES, I | 101/27/21    | 50972313          | 19.59    |
| 100-130-56410-CHILD                      | BOOKS AND PUBLICATIONS         | BIBLIOTHECA LLC            | 02/14/21     | INV-US40285       | 35.27    |
| 100-130-56410-CHILD                      | BOOKS AND PUBLICATIONS         | INGRAM LIBRARY SERVICES, I | 101/27/21    | 50972313          | 13.02    |
| 100-130-56410-REPLC                      | BOOKS AND PUBLICATIONS         | BEATRICE PUBLIC LIBRARY    | 02/12/21     | IL205784297       | 10.00    |
| 100-130-56410-YOUNG                      | BOOKS AND PUBLICATIONS         | AMAZON                     | 01/25/21     | 746968985573      | 202.27   |
| 100-130-56410-YOUNG                      | BOOKS AND PUBLICATIONS         | BIBLIOTHECA LLC            | 02/14/21     | INV-US40285       | 4.46     |
| 100-130-56410-YOUNG                      | BOOKS AND PUBLICATIONS         | INGRAM LIBRARY SERVICES, I | 102/10/21    | 51257112          | 16.83    |
| 100-130-57200-20030                      | CAPITAL-LAND & BUILDINGS       | RVW INC                    | 01/31/21     | 04119             | 149.00   |
| Total For Dept 130 LIBRARY               |                                |                            |              |                   | 4,165.90 |
| Dept 140 CEMETERY                        |                                |                            |              |                   |          |
| 100-140-56240                            | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 3.29     |
| Total For Dept 140 CEMETERY              |                                |                            |              |                   | 3.29     |
| Dept 145 COMMUNITY DEVELOPMENT           |                                |                            |              |                   |          |
| 100-145-53400                            | COMPUTER SUPPORT/MAINT         | AMAZON                     | 02/01/21     | 645548487799      | 69.99    |
| 100-145-53400                            | COMPUTER SUPPORT/MAINT         | CONNECTING POINT/RADIO SH  | 02/17/21     | 11585             | 8,380.00 |
| 100-145-56240                            | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 16.47    |
| Total For Dept 145 COMMUNITY DEVELOPMENT |                                |                            |              |                   | 8,466.46 |
| Dept 150 PARKS                           |                                |                            |              |                   |          |
| 100-150-52710                            | EMPLOYEE RECRUITMENT/RETENTION | MTM RECOGNITION            | 02/16/21     | 6050191           | 79.29    |
| 100-150-52710                            | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV   | 01/31/21     | 69807             | 37.00    |
| 100-150-52800                            | UNIFORMS                       | JACKSON SERVICES INC       | 02/16/21     | Multiple          | 32.90    |
| 100-150-54310                            | BUILDING MAINTENANCE           | ENTERPRISE ELECTRIC COLUM  | 02/17/21     | 1145-1000679      | 74.69    |
| 100-150-54320                            | EQUIPMENT MAINTENANCE          | ARNOLD MOTOR SUPPLY        | 02/16/21     | 78NV001062        | 156.55   |
| 100-150-54320                            | EQUIPMENT MAINTENANCE          | LAKEVIEW SMALL ENGINE INC  | 02/10/21     | 044834            | 762.73   |
| 100-150-54320                            | EQUIPMENT MAINTENANCE          | TIRE OUTLET INC            | 02/23/21     | 187380            | 25.00    |

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| Fund 100 GENERAL FUND                       |                                |                            |              |                      |          |
| Dept 150 PARKS                              |                                |                            |              |                      |          |
| 100-150-54330                               | VEHICLE MAINTENANCE            | ARNOLD MOTOR SUPPLY        | 02/19/21     | Multiple             | 44.06    |
| 100-150-56010                               | SUPPLIES                       | ACE HARDWARE & GARDEN CNT  | 02/17/21     | 175225/5             | 8.98     |
| 100-150-56010                               | SUPPLIES                       | ARNOLD MOTOR SUPPLY        | 02/18/21     | Multiple             | 27.99    |
| 100-150-56010                               | SUPPLIES                       | KELLY SUPPLY COMPANY       | 02/11/21     | S12259501-0          | 94.05    |
| 100-150-56010                               | SUPPLIES                       | M & O DOOR PRODUCTS        | 02/17/21     | 0097974-IN           | 12.00    |
| 100-150-56010                               | SUPPLIES                       | MENARDS                    | 02/19/21     | 34470                | 27.47    |
| 100-150-56040                               | POSTAGE AND FREIGHT            | UPS STORE                  | 02/23/21     | 83075038703637888639 | 80.37    |
| 100-150-56240                               | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127    | 13.18    |
| Total For Dept 150 PARKS                    |                                |                            |              |                      | 1,476.26 |
| Dept 151 PAWNEE PLUNGE WATER PARK           |                                |                            |              |                      |          |
| 100-151-52700                               | TRAINING AND TUITION           | AMERICAN RED CROSS         | 02/10/21     | 22324576             | 120.00   |
| 100-151-53200                               | PROFESSIONAL SERVICES          | DHHS                       | 02/19/21     | Multiple             | 120.00   |
| 100-151-56010                               | SUPPLIES                       | BOMGAARS                   | 02/04/21     | 35749029             | 7.97     |
| 100-151-56090                               | SMALL TOOLS                    | BOMGAARS                   | 02/04/21     | 35749029             | 249.99   |
| 100-151-56240                               | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127    | 6.59     |
| Total For Dept 151 PAWNEE PLUNGE WATER PARK |                                |                            |              |                      | 504.55   |
| Dept 152 AQUATIC CENTER POOL                |                                |                            |              |                      |          |
| 100-152-52700                               | TRAINING AND TUITION           | AMERICAN RED CROSS         | 02/10/21     | 22324576             | 120.00   |
| 100-152-53200                               | PROFESSIONAL SERVICES          | DHHS                       | 02/19/21     | 89                   | 40.00    |
| 100-152-54310                               | BUILDING MAINTENANCE           | MENARDS                    | 02/08/21     | Multiple             | 392.16   |
| 100-152-54310                               | BUILDING MAINTENANCE           | NEBRASKA STATE FIRE MARSH  | 02/11/21     | 119618               | 61.00    |
| 100-152-54310                               | BUILDING MAINTENANCE           | PRESTOX                    | 02/11/21     | 1423757              | 62.00    |
| 100-152-54320                               | EQUIPMENT MAINTENANCE          | MENARDS                    | 02/16/21     | 34291                | 24.98    |
| 100-152-54510                               | BUILDING RENTAL/LEASE          | PLATTE COUNTY AGRICULTURAI | 03/02/21     | 030121LEASE          | 1.00     |
| 100-152-55400                               | ADVERTISING AND PROMOTION      | ALPHAMEDIA USA LLC         | 01/31/21     | 013121AQU            | 1,850.00 |
| 100-152-56010                               | SUPPLIES                       | MENARDS                    | 02/19/21     | 34459                | 12.61    |
| 100-152-56010                               | SUPPLIES                       | THE LIFEGUARD STORE        | 02/18/21     | INV001031347         | 7.50     |
| 100-152-56020                               | OFFICE SUPPLIES                | OFFICENET                  | 02/16/21     | Multiple             | 145.96   |
| 100-152-56020                               | OFFICE SUPPLIES                | WALMART COMMUNITY/GECRB    | 02/10/21     | 104200617229         | 29.23    |
| 100-152-56030                               | CLEANING SUPPLIES/SERVICE      | BOMGAARS                   | 02/04/21     | 35749029             | 9.98     |
| 100-152-56060                               | CHEMICALS                      | AQUA-CHEM INC              | 02/10/21     | 00195271             | 664.90   |
| 100-152-56090                               | SMALL TOOLS                    | BOMGAARS                   | 02/03/21     | 35748698             | 28.37    |
| 100-152-56130                               | SUPPLIES FOR RESALE            | THE LIFEGUARD STORE        | 02/18/21     | INV001031347         | 97.28    |
| 100-152-56240                               | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127    | 6.59     |
| Total For Dept 152 AQUATIC CENTER POOL      |                                |                            |              |                      | 3,553.56 |
| Dept 155 VAN BERG GOLF COURSE               |                                |                            |              |                      |          |
| 100-155-54320                               | EQUIPMENT MAINTENANCE          | O'REILLY AUTOMOTIVE INC    | 02/22/21     | 0681-493313          | 55.68    |
| 100-155-55400                               | ADVERTISING AND PROMOTION      | COLUMBUS OUTLAWS BASEBALL  | 02/22/21     | 2021GOLF             | 150.00   |
| 100-155-56010                               | SUPPLIES                       | BOMGAARS                   | 02/01/21     | 35747838             | 31.99    |
| 100-155-56240                               | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127    | 9.88     |
| Total For Dept 155 VAN BERG GOLF COURSE     |                                |                            |              |                      | 247.55   |
| Dept 156 QUAIL RUN GOLF COURSE              |                                |                            |              |                      |          |
| 100-156-52710                               | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV   | 01/31/21     | 69807                | 99.00    |
| 100-156-54320                               | EQUIPMENT MAINTENANCE          | ARNOLD MOTOR SUPPLY        | 02/10/21     | 78NV000707           | 4.72     |
| 100-156-54320                               | EQUIPMENT MAINTENANCE          | H2 EQUIPMENT LLC           | 02/08/21     | 4798                 | 102.80   |
| 100-156-54320                               | EQUIPMENT MAINTENANCE          | NAPA AUTO PARTS OF COLUMBU | 02/09/21     | 694241               | 106.76   |
| 100-156-54320                               | EQUIPMENT MAINTENANCE          | O'REILLY AUTOMOTIVE INC    | 02/19/21     | 0681-492898          | 84.65    |
| 100-156-54320                               | EQUIPMENT MAINTENANCE          | TURFWERKS                  | 02/15/21     | 0I51066              | 1,814.92 |
| 100-156-54320                               | EQUIPMENT MAINTENANCE          | VAN WALL EQUIPMENT INC     | 02/09/21     | 5085787              | 94.71    |

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| Fund 100 GENERAL FUND                    |                                |                            |              |                   |           |
| Dept 156 QUAIL RUN GOLF COURSE           |                                |                            |              |                   |           |
| 100-156-54330                            | VEHICLE MAINTENANCE            | BOMGAARS                   | 02/01/21     | 35747838          | 11.99     |
| 100-156-55400                            | ADVERTISING AND PROMOTION      | COLUMBUS OUTLAWS BASEBALL  | 02/22/21     | 2021GOLF          | 150.00    |
| 100-156-55400                            | ADVERTISING AND PROMOTION      | GR8 ADS LLC                | 02/08/21     | 020821GOLF        | 159.00    |
| 100-156-56240                            | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 26.36     |
| Total For Dept 156 QUAIL RUN GOLF COURSE |                                |                            |              |                   | 2,654.91  |
| Total For Fund 100 GENERAL FUND          |                                |                            |              |                   | 94,631.20 |
| Fund 200 STREETS/ENGINEERING             |                                |                            |              |                   |           |
| Dept 200 STREETS                         |                                |                            |              |                   |           |
| 200-200-52710                            | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV   | 01/31/21     | 69807             | 198.00    |
| 200-200-52800                            | UNIFORMS                       | JACKSON SERVICES INC       | 02/11/21     | Multiple          | 291.64    |
| 200-200-54310                            | BUILDING MAINTENANCE           | OLSON'S PEST TECHNICIANS   | 02/10/21     | 197427            | 52.00     |
| 200-200-54320                            | EQUIPMENT MAINTENANCE          | ADVANCE AUTO PARTS         | 02/11/21     | Multiple          | 96.73     |
| 200-200-54320                            | EQUIPMENT MAINTENANCE          | BOMGAARS                   | 01/18/21     | Multiple          | 413.93    |
| 200-200-54320                            | EQUIPMENT MAINTENANCE          | TIRE OUTLET INC            | 02/22/21     | 187347            | 30.00     |
| 200-200-54330                            | VEHICLE MAINTENANCE            | ADVANCE AUTO PARTS         | 02/17/21     | Multiple          | 224.04    |
| 200-200-54330                            | VEHICLE MAINTENANCE            | CORNHUSKER INT'L TRUCKS, I | 02/08/21     | 4164650           | 285.34    |
| 200-200-54330                            | VEHICLE MAINTENANCE            | O'REILLY AUTOMOTIVE INC    | 02/03/21     | 0681-490331       | 90.00     |
| 200-200-54330                            | VEHICLE MAINTENANCE            | TIRE OUTLET INC            | 02/05/21     | 186840            | 410.28    |
| 200-200-54330                            | VEHICLE MAINTENANCE            | TRUCK CENTER COMPANIES     | 02/23/21     | Multiple          | 177.19    |
| 200-200-54520                            | EQUIPMENT RENTAL/PURCHASE      | B-D CONSTRUCTION INC       | 02/10/21     | 14485             | 607.50    |
| 200-200-55210                            | CLAIMS AND SETTLEMENTS         | LARM (LEAGUE ASSOCIATION C | 02/22/21     | LARL10441 AI      | 1,000.00  |
| 200-200-56010                            | SUPPLIES                       | ACE HARDWARE & GARDEN CNT  | 02/11/21     | Multiple          | 39.71     |
| 200-200-56010                            | SUPPLIES                       | ADVANCE AUTO PARTS         | 02/16/21     | 5606104768243     | 40.46     |
| 200-200-56010                            | SUPPLIES                       | BLACKSTRAP INC             | 02/18/21     | Multiple          | 3,343.27  |
| 200-200-56010                            | SUPPLIES                       | BOMGAARS                   | 01/25/21     | Multiple          | 69.67     |
| 200-200-56010                            | SUPPLIES                       | COLUMBUS STEEL SUPPLY      | 10/23/20     | 138535            | 101.51    |
| 200-200-56010                            | SUPPLIES                       | MIDWEST SERVICE & SALES CC | 02/15/21     | 0029921           | 5,596.54  |
| 200-200-56010                            | SUPPLIES                       | O'REILLY AUTOMOTIVE INC    | 02/11/21     | Multiple          | 145.65    |
| 200-200-56010                            | SUPPLIES                       | SMITH FERTILIZER GRAIN     | 02/11/21     | 4007069           | 7,360.03  |
| 200-200-56050                            | FUEL                           | SLIVA DAVID                | 02/17/21     | 1017044           | 50.00     |
| 200-200-56120                            | TRAFFIC SIGNS                  | GENERAL TRAFFIC CONTROLS I | 02/16/21     | 20873             | 2,196.77  |
| 200-200-56120                            | TRAFFIC SIGNS                  | NEWMAN SIGNS INC.          | 02/19/21     | TRFINV028626      | 54.49     |
| 200-200-56240                            | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 13.18     |
| 200-200-57300-20070                      | CAPITAL-NEW CONSTRUCTION       | ST BONAVENTURE CHURCH      | 02/24/21     | 022421ENG         | 19,323.00 |
| Total For Dept 200 STREETS               |                                |                            |              |                   | 42,210.93 |
| Total For Fund 200 STREETS/ENGINEERING   |                                |                            |              |                   | 42,210.93 |
| Fund 205 AIRPORT                         |                                |                            |              |                   |           |
| Dept 205 AIRPORT                         |                                |                            |              |                   |           |
| 205-205-52710                            | EMPLOYEE RECRUITMENT/RETENTION | MTM RECOGNITION            | 02/16/21     | 6050191           | 68.78     |
| 205-205-54320                            | EQUIPMENT MAINTENANCE          | WEST POINT IMPLEMENT OF    | 02/17/21     | I596048           | 561.50    |
| 205-205-56010                            | SUPPLIES                       | MENARDS                    | 02/17/21     | Multiple          | 110.05    |
| 205-205-56240                            | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 9.88      |
| Total For Dept 205 AIRPORT               |                                |                            |              |                   | 750.21    |
| Total For Fund 205 AIRPORT               |                                |                            |              |                   | 750.21    |
| Fund 220 COMMUNICATIONS - E911           |                                |                            |              |                   |           |
| Dept 220 E911                            |                                |                            |              |                   |           |
| 220-220-52710                            | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV   | 01/31/21     | 69807             | 220.00    |

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| Fund 220 COMMUNICATIONS - E911               |                                |                            |              |                   |           |
| Dept 220 E911                                |                                |                            |              |                   |           |
| 220-220-53400                                | COMPUTER SUPPORT/MAINT         | AMAZON                     | 02/02/21     | Multiple          | 495.76    |
| 220-220-56240                                | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 3.29      |
| Total For Dept 220 E911                      |                                |                            |              |                   | 719.05    |
| Total For Fund 220 COMMUNICATIONS - E911     |                                |                            |              |                   | 719.05    |
| Fund 240 HOUSING REHAB & LOANS               |                                |                            |              |                   |           |
| Dept 240 HOUSING REHAB & LOANS               |                                |                            |              |                   |           |
| 240-240-56780                                | HOUSING LOANS & ADMIN          | NORTHEAST NEBRASKA ECONOMI | 02/16/21     | 22050             | 42.00     |
| Total For Dept 240 HOUSING REHAB & LOANS     |                                |                            |              |                   | 42.00     |
| Dept 243 CDBG REVOLVING REHAB LOAN           |                                |                            |              |                   |           |
| 240-243-56780                                | HOUSING LOANS & ADMIN          | NORTHEAST NEBRASKA ECONOMI | 02/16/21     | 22047             | 105.00    |
| Total For Dept 243 CDBG REVOLVING REHAB LOAN |                                |                            |              |                   | 105.00    |
| Dept 244 CDBG DPA LOANS (NENEDD)             |                                |                            |              |                   |           |
| 240-244-56780                                | HOUSING LOANS & ADMIN          | NORTHEAST NEBRASKA ECONOMI | 02/16/21     | 22044             | 90.00     |
| Total For Dept 244 CDBG DPA LOANS (NENEDD)   |                                |                            |              |                   | 90.00     |
| Dept 245 CDBG GRANTS                         |                                |                            |              |                   |           |
| 240-245-56780                                | HOUSING LOANS & ADMIN          | NORTHEAST NEBRASKA ECONOMI | 02/22/21     | 19-DTR-101 DD 19  | 660.00    |
| Total For Dept 245 CDBG GRANTS               |                                |                            |              |                   | 660.00    |
| Total For Fund 240 HOUSING REHAB & LOANS     |                                |                            |              |                   | 997.00    |
| Fund 500 UTILITY SERVICE                     |                                |                            |              |                   |           |
| Dept 000                                     |                                |                            |              |                   |           |
| 500-000-20100                                | SAM-42                         | FUCHS ALVIN                | 02/16/21     | Multiple          | 591.71    |
| Total For Dept 000                           |                                |                            |              |                   | 591.71    |
| Dept 500 WASTEWATER COLLECTION               |                                |                            |              |                   |           |
| 500-500-52700                                | TRAINING AND TUITION           | CENTRAL COMMUNITY COLLEGE  | 11/10/20     | 001780253         | 95.00     |
| 500-500-52800                                | UNIFORMS                       | JACKSON SERVICES INC       | 02/11/21     | Multiple          | 266.64    |
| 500-500-53400                                | COMPUTER SUPPORT/MAINT         | AMAZON                     | 01/20/21     | Multiple          | 224.77    |
| 500-500-54310                                | BUILDING MAINTENANCE           | NOVICKI FIRE PREVENTION SE | 02/12/21     | 050-21            | 117.50    |
| 500-500-54320                                | EQUIPMENT MAINTENANCE          | ARNOLD MOTOR SUPPLY        | 02/03/21     | 78NV000232        | 14.58     |
| 500-500-54320                                | EQUIPMENT MAINTENANCE          | ELECTRIC PUMP INC          | 02/05/21     | Multiple          | 1,947.92  |
| 500-500-54320                                | EQUIPMENT MAINTENANCE          | MUNICIPAL PIPE TOOL CO LLC | 02/12/21     | 31983             | 564.79    |
| 500-500-54390                                | SYSTEM MAINTENANCE             | ACE HARDWARE & GARDEN CNT  | 02/17/21     | 175223/5          | 26.99     |
| 500-500-54390                                | SYSTEM MAINTENANCE             | BOMGAARS                   | 01/21/21     | 35743476          | 416.78    |
| 500-500-54390                                | SYSTEM MAINTENANCE             | MENARDS                    | 02/18/21     | 34425             | 11.06     |
| 500-500-56030                                | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC       | 02/11/21     | Multiple          | 16.45     |
| 500-500-56090                                | SMALL TOOLS                    | BOMGAARS                   | 02/10/21     | 35751757          | 66.97     |
| 500-500-56240                                | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 16.47     |
| 500-500-57300-20092                          | CAPITAL-NEW CONSTRUCTION       | AUTO ONE INC.              | 02/19/21     | MROW 000543       | 14,040.00 |
| 500-500-57300-20092                          | CAPITAL-NEW CONSTRUCTION       | SBG LLC                    | 02/09/21     | 020921ENG         | 9,620.00  |
| 500-500-57300-20092                          | CAPITAL-NEW CONSTRUCTION       | UNION PACIFIC RAILROAD CO  | 01/14/21     | 90103787          | 780.88    |
| Total For Dept 500 WASTEWATER COLLECTION     |                                |                            |              |                   | 28,226.80 |
| Dept 501 WASTEWATER TREATMENT FAC            |                                |                            |              |                   |           |
| 500-501-52700                                | TRAINING AND TUITION           | NEBRASKA DEPT OF ENVIRONME | 10/01/20     | CERT 1658         | 150.00    |
| 500-501-52710                                | EMPLOYEE RECRUITMENT/RETENTION | MTM RECOGNITION            | 02/16/21     | 6050191           | 78.66     |
| 500-501-52800                                | UNIFORMS                       | JACKSON SERVICES INC       | 02/18/21     | Multiple          | 181.62    |
| 500-501-54320                                | EQUIPMENT MAINTENANCE          | HACH COMPANY               | 02/17/21     | 12328378          | 2,046.80  |

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|---|--------------------------------|----------------------------|--------------|-------------------|-----------|
| Fund 500 UTILITY SERVICE                    |                                |                            |              |                   |           |
| Dept 501 WASTEWATER TREATMENT FAC           |                                |                            |              |                   |           |
| 500-501-54320                               | EQUIPMENT MAINTENANCE          | KELLY SUPPLY COMPANY       | 02/22/21     | Multiple          | 767.68    |
| 500-501-54320                               | EQUIPMENT MAINTENANCE          | MOTION INDUSTRIES INC      | 02/10/21     | Multiple          | 5,077.42  |
| 500-501-54320                               | EQUIPMENT MAINTENANCE          | SCHWING BIOSET             | 02/12/21     | 61425809          | 301.76    |
| 500-501-56030                               | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC       | 02/18/21     | Multiple          | 32.87     |
| 500-501-56060                               | CHEMICALS                      | PETE LIEN & SONS INC.      | 01/31/21     | Multiple          | 11,146.24 |
| 500-501-56240                               | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 16.47     |
| Total For Dept 501 WASTEWATER TREATMENT FAC |                                |                            |              |                   | 19,799.52 |
| Total For Fund 500 UTILITY SERVICE          |                                |                            |              |                   | 48,618.03 |
| Fund 520 WATER                              |                                |                            |              |                   |           |
| Dept 000                                    |                                |                            |              |                   |           |
| 520-000-20100                               | WAM-42                         | FUCHS ALVIN                | 02/16/21     | Multiple          | 343.61    |
| Total For Dept 000                          |                                |                            |              |                   | 343.61    |
| Dept 520 WATER                              |                                |                            |              |                   |           |
| 520-520-52700                               | TRAINING AND TUITION           | CENTRAL COMMUNITY COLLEGE  | 11/10/20     | 001780253         | 95.00     |
| 520-520-52710                               | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV   | 01/31/21     | 69807             | 220.00    |
| 520-520-52800                               | UNIFORMS                       | JACKSON SERVICES INC       | 02/02/21     | Multiple          | 126.75    |
| 520-520-53400                               | COMPUTER SUPPORT/MAINT         | AMAZON                     | 01/20/21     | Multiple          | 224.78    |
| 520-520-54310                               | BUILDING MAINTENANCE           | JACKSON SERVICES INC       | 02/02/21     | Multiple          | 57.04     |
| 520-520-54310                               | BUILDING MAINTENANCE           | MENARDS                    | 02/10/21     | 33954             | 17.37     |
| 520-520-54310                               | BUILDING MAINTENANCE           | NOVICKI FIRE PREVENTION SF | 02/12/21     | 050-21            | 117.50    |
| 520-520-54320                               | EQUIPMENT MAINTENANCE          | HACH COMPANY               | 02/17/21     | 12328378          | 2,550.00  |
| 520-520-54320                               | EQUIPMENT MAINTENANCE          | HOA SOLUTIONS INC          | 02/09/21     | 9456              | 160.50    |
| 520-520-54320                               | EQUIPMENT MAINTENANCE          | O'REILLY AUTOMOTIVE INC    | 02/11/21     | 0681-491560       | 640.90    |
| 520-520-54390                               | SYSTEM MAINTENANCE             | KELLY SUPPLY COMPANY       | 02/18/21     | S12259666-0       | 12.81     |
| 520-520-54390                               | SYSTEM MAINTENANCE             | LINCOLN WINWATER WORKS     | 02/04/21     | Multiple          | 1,120.97  |
| 520-520-54390                               | SYSTEM MAINTENANCE             | MENARDS                    | 02/08/21     | 33837             | 13.98     |
| 520-520-54420                               | WELL MAINTENANCE               | KELLY SUPPLY COMPANY       | 02/23/21     | S12259750-0       | 39.95     |
| 520-520-55210                               | CLAIMS AND SETTLEMENTS         | ANDERSON AUTO BODY & SALES | 02/23/21     | 521828            | 4,448.74  |
| 520-520-55640                               | COMPLIANCE TESTING             | NEBRASKA PUBLIC HEALTH     | 02/17/21     | 536488            | 680.00    |
| 520-520-56010                               | SUPPLIES                       | ACE HARDWARE & GARDEN CNT  | 02/18/21     | 175261/5          | 20.08     |
| 520-520-56010                               | SUPPLIES                       | BOMGAARS                   | 01/22/21     | 35743740          | 69.89     |
| 520-520-56010                               | SUPPLIES                       | MENARDS                    | 02/10/21     | 33954             | 15.96     |
| 520-520-56030                               | CLEANING SUPPLIES/SERVICE      | ACE HARDWARE & GARDEN CNT  | 02/11/21     | 175130/5          | 22.44     |
| 520-520-56030                               | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC       | 02/11/21     | Multiple          | 61.22     |
| 520-520-56090                               | SMALL TOOLS                    | BOMGAARS                   | 02/10/21     | Multiple          | 80.87     |
| 520-520-56190                               | PERSONAL PROTECTIVE SUPP       | BOMGAARS                   | 02/10/21     | 35751717          | 15.45     |
| 520-520-56240                               | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127 | 32.95     |
| Total For Dept 520 WATER                    |                                |                            |              |                   | 10,845.15 |
| Total For Fund 520 WATER                    |                                |                            |              |                   | 11,188.76 |
| Fund 560 STORMWATER UTILITY                 |                                |                            |              |                   |           |
| Dept 000                                    |                                |                            |              |                   |           |
| 560-000-20100                               | SUF-7                          | FUCHS ALVIN                | 02/16/21     | Multiple          | 77.27     |
| Total For Dept 000                          |                                |                            |              |                   | 77.27     |
| Dept 560 STORMWATER UTILITY                 |                                |                            |              |                   |           |
| 560-560-53400                               | COMPUTER SUPPORT/MAINT         | VERIZON CONNECT NWF, INC.  | 02/01/21     | OSV000002344459   | 32.38     |
| Total For Dept 560 STORMWATER UTILITY       |                                |                            |              |                   | 32.38     |

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|-------------------------------|--------------------------------|----------------------------|--------------|---|----------|
| Fund 560 STORMWATER UTILITY   |                                |                            |              |   |          |
|                               |                                |                            |              | Total For Fund 560 STORMWATER UTILITY   | 109.65   |
| Fund 570 SOLID WASTE DIVISION |                                |                            |              |   |          |
| Dept 000                      |                                |                            |              |   |          |
| 570-000-20100                 | SWD-1                          | FUCHS ALVIN                | 02/16/21     | Multiple                                | 48.12    |
|                               |                                |                            |              | Total For Dept 000                      | 48.12    |
| Dept 570 TRANSFER STATION     |                                |                            |              |   |          |
| 570-570-52710                 | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV   | 01/31/21     | 69807                                   | 62.00    |
| 570-570-52800                 | UNIFORMS                       | JACKSON SERVICES INC       | 02/11/21     | Multiple                                | 195.14   |
| 570-570-53400                 | COMPUTER SUPPORT/MAINT         | AMAZON                     | 02/01/21     | 846689739937                            | 14.95    |
| 570-570-54320                 | EQUIPMENT MAINTENANCE          | ACE HARDWARE & GARDEN CNT  | 02/10/21     | 175093/5                                | 4.28     |
| 570-570-54320                 | EQUIPMENT MAINTENANCE          | NAPA AUTO PARTS OF COLUMBU | 02/19/21     | 694880                                  | 24.99    |
| 570-570-54330                 | VEHICLE MAINTENANCE            | FAS-BREAK WINDSHIELD REPAI | 02/22/21     | 17040                                   | 120.00   |
| 570-570-54330                 | VEHICLE MAINTENANCE            | NAPA AUTO PARTS OF COLUMBU | 02/18/21     | 694802                                  | 17.24    |
| 570-570-54330                 | VEHICLE MAINTENANCE            | PETTY CASH                 | 02/12/21     | 021921CLERK                             | 2.50     |
| 570-570-54330                 | VEHICLE MAINTENANCE            | TIRE OUTLET INC            | 02/16/21     | 188606                                  | 317.50   |
| 570-570-54330                 | VEHICLE MAINTENANCE            | TRUCK CENTER COMPANIES     | 02/18/21     | Multiple                                | 215.84   |
| 570-570-56010                 | SUPPLIES                       | ADVANCE AUTO PARTS         | 02/17/21     | 5606104833086                           | 38.52    |
| 570-570-56030                 | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC       | 02/18/21     | 4488921                                 | 30.57    |
| 570-570-56240                 | TELEPHONE                      | GREAT PLAINS COMMUNICATION | 02/16/21     | 139461 4025648127                       | 9.88     |
|                               |                                |                            |              | Total For Dept 570 TRANSFER STATION     | 1,053.41 |
|                               |                                |                            |              | Total For Fund 570 SOLID WASTE DIVISION | 1,101.53 |

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|-----------------------------------|---------------------|----------|--------------------------------|---------|------------|
| Fund Totals:                      |                     |          |                                |         |            |
|                                   |                     | Fund 100 | GENERAL FUND                   |         | 94,631.20  |
|                                   |                     | Fund 200 | STREETS/ENGINEERING            |         | 42,210.93  |
|                                   |                     | Fund 205 | AIRPORT                        |         | 750.21     |
|                                   |                     | Fund 220 | COMMUNICATIONS - E911          |         | 719.05     |
|                                   |                     | Fund 240 | HOUSING REHAB & LOANS          |         | 897.00     |
|                                   |                     | Fund 500 | UTILITY SERVICE                |         | 48,618.03  |
|                                   |                     | Fund 520 | WATER                          |         | 11,188.76  |
|                                   |                     | Fund 560 | STORMWATER UTILITY             |         | 109.65     |
|                                   |                     | Fund 570 | SOLID WASTE DIVISION           |         | 1,101.53   |
| Total For All Funds:              |                     |          |                                |         | 200,226.36 |
| --- TOTALS BY GL DISTRIBUTION --- |                     |          |                                |         |            |
|                                   | 100-100-52710       |          | EMPLOYEE RECRUITMENT/RETENTION |         | 134.10     |
|                                   | 100-100-53200       |          | PROFESSIONAL SERVICES          |         | 670.39     |
|                                   | 100-100-53400       |          | COMPUTER SUPPORT/MAINT         |         | 2,875.98   |
|                                   | 100-100-54310       |          | BUILDING MAINTENANCE           |         | 107.69     |
|                                   | 100-100-55900       |          | MISCELLANEOUS                  |         | 106.00     |
|                                   | 100-100-55920       |          | MISC FEES                      |         | 367.00     |
|                                   | 100-100-56010       |          | SUPPLIES                       |         | 67.78      |
|                                   | 100-100-56020       |          | OFFICE SUPPLIES                |         | 228.63     |
|                                   | 100-100-56040       |          | POSTAGE AND FREIGHT            |         | 1,388.00   |
|                                   | 100-100-56240       |          | TELEPHONE                      |         | 56.04      |
|                                   | 100-100-56610       |          | CHAMBER OF COMMERCE            |         | 8,000.00   |
|                                   | 100-102-53400       |          | COMPUTER SUPPORT/MAINT         |         | 58.87      |
|                                   | 100-102-54310       |          | BUILDING & GROUNDS MAINT       |         | 50.00      |
|                                   | 100-102-55950       |          | COVID-19 EXPENSES              |         | 16.09      |
|                                   | 100-102-56020       |          | OFFICE SUPPLIES                |         | 177.63     |
|                                   | 100-102-56030       |          | CLEANING SUPPLIES/SERVICE      |         | 20.66      |
|                                   | 100-102-56240       |          | TELEPHONE                      |         | 6.59       |
|                                   | 100-103-52710       |          | EMPLOYEE RECRUITMENT/RETENTION |         | 70.30      |
|                                   | 100-103-56010-III-C |          | SUPPLIES                       |         | 11.50      |
|                                   | 100-103-56030-III-B |          | CLEANING SUPPLIES/SERVICE      |         | 11.24      |
|                                   | 100-103-56030-III-C |          | CLEANING SUPPLIES/SERVICE      |         | 11.24      |
|                                   | 100-103-56240-III-B |          | TELEPHONE                      |         | 8.24       |
|                                   | 100-103-56240-III-C |          | TELEPHONE                      |         | 8.23       |
|                                   | 100-105-56240       |          | TELEPHONE                      |         | 16.47      |
|                                   | 100-106-56240       |          | TELEPHONE                      |         | 13.18      |
|                                   | 100-108-56240       |          | TELEPHONE                      |         | 3.29       |
|                                   | 100-110-52700       |          | TRAINING AND TUITION           |         | 1,617.12   |
|                                   | 100-110-52810       |          | UNIFORMS-QUARTERMASTER         |         | 8,137.38   |
|                                   | 100-110-53200       |          | PROFESSIONAL SERVICES          |         | 86.45      |
|                                   | 100-110-53400       |          | COMPUTER SUPPORT/MAINT         |         | 246.68     |
|                                   | 100-110-54310       |          | BUILDING MAINTENANCE           |         | 225.00     |
|                                   | 100-110-54320       |          | EQUIPMENT MAINTENANCE          |         | 150.68     |
|                                   | 100-110-56010       |          | SUPPLIES                       |         | 528.70     |
|                                   | 100-110-56020       |          | OFFICE SUPPLIES                |         | 142.02     |
|                                   | 100-110-56030       |          | CLEANING SUPPLIES/SERVICE      |         | 7.46       |
|                                   | 100-110-56240       |          | TELEPHONE                      |         | 798.78     |
|                                   | 100-110-56650       |          | MEMBERSHIP DUES                |         | 50.00      |
|                                   | 100-110-57200-20014 |          | CAPITAL-LAND & BUILDINGS       |         | 39,362.00  |
|                                   | 100-120-52710       |          | EMPLOYEE RECRUITMENT/RETENTION |         | 1,137.00   |
|                                   | 100-120-52800       |          | UNIFORMS                       |         | 355.23     |
|                                   | 100-120-54310       |          | BUILDING MAINTENANCE           |         | 214.55     |
|                                   | 100-120-54320       |          | EQUIPMENT MAINTENANCE          |         | 975.46     |
|                                   | 100-120-54330       |          | VEHICLE MAINTENANCE            |         | 914.82     |
|                                   | 100-120-56010       |          | SUPPLIES                       |         | 405.39     |

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|           |                   | 100-120-56020       |              | OFFICE SUPPLIES                | 16.49    |
|           |                   | 100-120-56030       |              | CLEANING SUPPLIES/SERVICE      | 315.61   |
|           |                   | 100-120-56050       |              | FUEL                           | 19.98    |
|           |                   | 100-120-56240       |              | TELEPHONE                      | 54.37    |
|           |                   | 100-121-52800       |              | UNIFORMS                       | 355.23   |
|           |                   | 100-121-54310       |              | BUILDING MAINTENANCE           | 169.00   |
|           |                   | 100-121-54330       |              | VEHICLE MAINTENANCE            | 697.26   |
|           |                   | 100-121-56010       |              | SUPPLIES                       | 562.88   |
|           |                   | 100-121-56020       |              | OFFICE SUPPLIES                | 194.46   |
|           |                   | 100-121-56030       |              | CLEANING SUPPLIES/SERVICE      | 1,279.22 |
|           |                   | 100-121-56240       |              | TELEPHONE                      | 54.36    |
|           |                   | 100-130-52710       |              | EMPLOYEE RECRUITMENT/RETENTION | 35.00    |
|           |                   | 100-130-53400-STAFF |              | COMPUTER SUPPORT/MAINT         | 1,858.84 |
|           |                   | 100-130-54310       |              | BUILDING MAINTENANCE           | 547.62   |
|           |                   | 100-130-54320-BUILD |              | EQUIPMENT MAINTENANCE          | 59.99    |
|           |                   | 100-130-55400       |              | ADVERTISING AND PROMOTION      | 152.00   |
|           |                   | 100-130-56010-MTRLS |              | SUPPLIES                       | 17.00    |
|           |                   | 100-130-56010-PATRN |              | SUPPLIES                       | 25.68    |
|           |                   | 100-130-56240       |              | TELEPHONE                      | 46.13    |
|           |                   | 100-130-56400-ADULT |              | PROGRAMS                       | 400.00   |
|           |                   | 100-130-56400-YASRP |              | PROGRAMS                       | 542.45   |
|           |                   | 100-130-56410-ADULT |              | BOOKS AND PUBLICATIONS         | 50.34    |
|           |                   | 100-130-56410-CHILD |              | BOOKS AND PUBLICATIONS         | 48.29    |
|           |                   | 100-130-56410-REPLC |              | BOOKS AND PUBLICATIONS         | 10.00    |
|           |                   | 100-130-56410-YOUNG |              | BOOKS AND PUBLICATIONS         | 223.56   |
|           |                   | 100-130-57200-20030 |              | CAPITAL-LAND & BUILDINGS       | 149.00   |
|           |                   | 100-140-56240       |              | TELEPHONE                      | 3.29     |
|           |                   | 100-145-53400       |              | COMPUTER SUPPORT/MAINT         | 8,449.99 |
|           |                   | 100-145-56240       |              | TELEPHONE                      | 16.47    |
|           |                   | 100-150-52710       |              | EMPLOYEE RECRUITMENT/RETENTION | 116.29   |
|           |                   | 100-150-52800       |              | UNIFORMS                       | 32.90    |
|           |                   | 100-150-54310       |              | BUILDING MAINTENANCE           | 74.69    |
|           |                   | 100-150-54320       |              | EQUIPMENT MAINTENANCE          | 944.28   |
|           |                   | 100-150-54330       |              | VEHICLE MAINTENANCE            | 44.06    |
|           |                   | 100-150-56010       |              | SUPPLIES                       | 170.49   |
|           |                   | 100-150-56040       |              | POSTAGE AND FREIGHT            | 80.37    |
|           |                   | 100-150-56240       |              | TELEPHONE                      | 13.18    |
|           |                   | 100-151-52700       |              | TRAINING AND TUITION           | 120.00   |
|           |                   | 100-151-53200       |              | PROFESSIONAL SERVICES          | 120.00   |
|           |                   | 100-151-56010       |              | SUPPLIES                       | 7.97     |
|           |                   | 100-151-56090       |              | SMALL TOOLS                    | 249.99   |
|           |                   | 100-151-56240       |              | TELEPHONE                      | 6.59     |
|           |                   | 100-152-52700       |              | TRAINING AND TUITION           | 120.00   |
|           |                   | 100-152-53200       |              | PROFESSIONAL SERVICES          | 40.00    |
|           |                   | 100-152-54310       |              | BUILDING MAINTENANCE           | 515.16   |
|           |                   | 100-152-54320       |              | EQUIPMENT MAINTENANCE          | 24.98    |
|           |                   | 100-152-54510       |              | BUILDING RENTAL/LEASE          | 1.00     |
|           |                   | 100-152-55400       |              | ADVERTISING AND PROMOTION      | 1,850.00 |
|           |                   | 100-152-56010       |              | SUPPLIES                       | 20.11    |
|           |                   | 100-152-56020       |              | OFFICE SUPPLIES                | 175.19   |
|           |                   | 100-152-56030       |              | CLEANING SUPPLIES/SERVICE      | 9.98     |
|           |                   | 100-152-56060       |              | CHEMICALS                      | 664.90   |
|           |                   | 100-152-56090       |              | SMALL TOOLS                    | 28.37    |
|           |                   | 100-152-56130       |              | SUPPLIES FOR RESALE            | 97.28    |
|           |                   | 100-152-56240       |              | TELEPHONE                      | 6.59     |
|           |                   | 100-155-54320       |              | EQUIPMENT MAINTENANCE          | 55.68    |
|           |                   | 100-155-55400       |              | ADVERTISING AND PROMOTION      | 150.00   |
|           |                   | 100-155-56010       |              | SUPPLIES                       | 31.99    |
|           |                   | 100-155-56240       |              | TELEPHONE                      | 9.88     |

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 03/02/2021 - 03/02/2021  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor              | Invoice Date | Invoice                        | Amount    |
|-----------|-------------------|---------------------|--------------|--------------------------------|-----------|
|           |                   | 100-156-52710       |              | EMPLOYEE RECRUITMENT/RETENTION | 99.00     |
|           |                   | 100-156-54320       |              | EQUIPMENT MAINTENANCE          | 2,208.56  |
|           |                   | 100-156-54330       |              | VEHICLE MAINTENANCE            | 11.99     |
|           |                   | 100-156-55400       |              | ADVERTISING AND PROMOTION      | 309.00    |
|           |                   | 100-156-56240       |              | TELEPHONE                      | 26.36     |
|           |                   | 200-200-52710       |              | EMPLOYEE RECRUITMENT/RETENTION | 198.00    |
|           |                   | 200-200-52800       |              | UNIFORMS                       | 291.64    |
|           |                   | 200-200-54310       |              | BUILDING MAINTENANCE           | 52.00     |
|           |                   | 200-200-54320       |              | EQUIPMENT MAINTENANCE          | 540.66    |
|           |                   | 200-200-54330       |              | VEHICLE MAINTENANCE            | 1,186.85  |
|           |                   | 200-200-54520       |              | EQUIPMENT RENTAL/PURCHASE      | 607.50    |
|           |                   | 200-200-55210       |              | CLAIMS AND SETTLEMENTS         | 1,000.00  |
|           |                   | 200-200-56010       |              | SUPPLIES                       | 16,696.84 |
|           |                   | 200-200-56050       |              | FUEL                           | 50.00     |
|           |                   | 200-200-56120       |              | TRAFFIC SIGNS                  | 2,251.26  |
|           |                   | 200-200-56240       |              | TELEPHONE                      | 13.18     |
|           |                   | 200-200-57300-20070 |              | CAPITAL-NEW CONSTRUCTION       | 19,323.00 |
|           |                   | 205-205-52710       |              | EMPLOYEE RECRUITMENT/RETENTION | 68.78     |
|           |                   | 205-205-54320       |              | EQUIPMENT MAINTENANCE          | 561.50    |
|           |                   | 205-205-56010       |              | SUPPLIES                       | 110.05    |
|           |                   | 205-205-56240       |              | TELEPHONE                      | 9.88      |
|           |                   | 220-220-52710       |              | EMPLOYEE RECRUITMENT/RETENTION | 220.00    |
|           |                   | 220-220-53400       |              | COMPUTER SUPPORT/MAINT         | 495.76    |
|           |                   | 220-220-56240       |              | TELEPHONE                      | 3.29      |
|           |                   | 240-240-56780       |              | HOUSING LOANS & ADMIN          | 42.00     |
|           |                   | 240-243-56780       |              | HOUSING LOANS & ADMIN          | 105.00    |
|           |                   | 240-244-56780       |              | HOUSING LOANS & ADMIN          | 90.00     |
|           |                   | 240-245-56780       |              | HOUSING LOANS & ADMIN          | 660.00    |
|           |                   | 500-000-20100       |              | SAM-42                         | 591.71    |
|           |                   | 500-500-52700       |              | TRAINING AND TUITION           | 95.00     |
|           |                   | 500-500-52800       |              | UNIFORMS                       | 266.64    |
|           |                   | 500-500-53400       |              | COMPUTER SUPPORT/MAINT         | 224.77    |
|           |                   | 500-500-54310       |              | BUILDING MAINTENANCE           | 117.50    |
|           |                   | 500-500-54320       |              | EQUIPMENT MAINTENANCE          | 2,527.29  |
|           |                   | 500-500-54390       |              | SYSTEM MAINTENANCE             | 454.83    |
|           |                   | 500-500-56030       |              | CLEANING SUPPLIES/SERVICE      | 16.45     |
|           |                   | 500-500-56090       |              | SMALL TOOLS                    | 66.97     |
|           |                   | 500-500-56240       |              | TELEPHONE                      | 16.47     |
|           |                   | 500-500-57300-20092 |              | CAPITAL-NEW CONSTRUCTION       | 24,440.88 |
|           |                   | 500-501-52700       |              | TRAINING AND TUITION           | 150.00    |
|           |                   | 500-501-52710       |              | EMPLOYEE RECRUITMENT/RETENTION | 78.66     |
|           |                   | 500-501-52800       |              | UNIFORMS                       | 181.62    |
|           |                   | 500-501-54320       |              | EQUIPMENT MAINTENANCE          | 8,193.66  |
|           |                   | 500-501-56030       |              | CLEANING SUPPLIES/SERVICE      | 32.87     |
|           |                   | 500-501-56060       |              | CHEMICALS                      | 11,146.24 |
|           |                   | 500-501-56240       |              | TELEPHONE                      | 16.47     |
|           |                   | 520-000-20100       |              | WAM-42                         | 343.61    |
|           |                   | 520-520-52700       |              | TRAINING AND TUITION           | 95.00     |
|           |                   | 520-520-52710       |              | EMPLOYEE RECRUITMENT/RETENTION | 220.00    |
|           |                   | 520-520-52800       |              | UNIFORMS                       | 126.75    |
|           |                   | 520-520-53400       |              | COMPUTER SUPPORT/MAINT         | 224.78    |
|           |                   | 520-520-54310       |              | BUILDING MAINTENANCE           | 191.91    |
|           |                   | 520-520-54320       |              | EQUIPMENT MAINTENANCE          | 3,351.40  |
|           |                   | 520-520-54390       |              | SYSTEM MAINTENANCE             | 1,147.76  |
|           |                   | 520-520-54420       |              | WELL MAINTENANCE               | 39.95     |
|           |                   | 520-520-55210       |              | CLAIMS AND SETTLEMENTS         | 4,448.74  |
|           |                   | 520-520-55640       |              | COMPLIANCE TESTING             | 680.00    |
|           |                   | 520-520-56010       |              | SUPPLIES                       | 105.93    |
|           |                   | 520-520-56030       |              | CLEANING SUPPLIES/SERVICE      | 83.66     |

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor        | Invoice Date | Invoice                        | Amount |
|-----------|-------------------|---------------|--------------|--------------------------------|--------|
|           |                   | 520-520-56090 |              | SMALL TOOLS                    | 80.87  |
|           |                   | 520-520-56190 |              | PERSONAL PROTECTIVE SUPP       | 15.45  |
|           |                   | 520-520-56240 |              | TELEPHONE                      | 32.95  |
|           |                   | 560-000-20100 |              | SUF-7                          | 77.27  |
|           |                   | 560-560-53400 |              | COMPUTER SUPPORT/MAINT         | 32.38  |
|           |                   | 570-000-20100 |              | SWD-1                          | 48.12  |
|           |                   | 570-570-52710 |              | EMPLOYEE RECRUITMENT/RETENTION | 62.00  |
|           |                   | 570-570-52800 |              | UNIFORMS                       | 195.14 |
|           |                   | 570-570-53400 |              | COMPUTER SUPPORT/MAINT         | 14.95  |
|           |                   | 570-570-54320 |              | EQUIPMENT MAINTENANCE          | 29.27  |
|           |                   | 570-570-54330 |              | VEHICLE MAINTENANCE            | 673.08 |
|           |                   | 570-570-56010 |              | SUPPLIES                       | 38.52  |
|           |                   | 570-570-56030 |              | CLEANING SUPPLIES/SERVICE      | 30.57  |
|           |                   | 570-570-56240 |              | TELEPHONE                      | 9.88   |

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

6. **SPECIAL PRESENTATIONS - None**

7. **PUBLIC HEARINGS**

7.A. Public hearing - Application of Ferguson Properties, Inc. for final plat and development agreement of Park Place 9th Addition (33 Street and 45 Avenue). (Continued from February 16, 2021, meeting.) (Planning Commission recommends approval.)

**NOTICE OF HEARING  
TO ALL PARTIES IN INTEREST AND CITIZENS OF  
COLUMBUS, NEBRASKA**

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Tuesday, February 16, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the final plat and development agreement of Park Place 9th Addition, A tract of land located in the S 1/2, NW 1/4 of Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the southwest corner of the NW 1/4 of Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 00°03'40" W, on an assumed bearing on the west line of said NW 1/4, a distance of 580.41 feet; thence S 89°56'06" E, on the north line of Park Place 8th Addition, a distance of 843.64 feet, to the northeast corner of Lot 1, Block B, Park Place 8th Addition; thence S 00°02'53" E, on the east line of said Lot 1, Block B, Park Place 8th Addition, a distance of 3.92 feet, to the northwest corner of Lot 5, Block B, Park Place 7th Addition; thence S 89°55'14" E, on the north line of said Lot 5, a distance of 33.80 feet, to the point of beginning; thence N 00°02'27" E, a distance of 283.93 feet; thence S 89°56'04" E, a distance of 580.23 feet, to a point on the west line of Lot 2, Block A, Parkplace 2nd Addition; thence S 00°13'32" E, a distance of 178.97 feet, to the southwest corner of said Lot 2, Block A, Parkplace 2nd Addition; thence N 89°49'38" W, on the north right-of-way line of 33rd Street, a distance of 159.88 feet, to the west right-of-way line of 45th Avenue; thence S 00°09'03" E, on said west right-of-way line, a distance of 61.04 feet; thence S 00°02'38 W, continuing on said right-of-way line, a distance of 44.33 feet, to the northeast corner of Lot 1, Block B, Park Place 7th Addition; thence N 89°55'14" W, on the north line of Block A, Park Place 7th Addition, a distance of 421.39 feet, to the point of beginning, said tract of land containing 3.40 acres, more or less (33 Street and 45 Avenue) and at said time and place you may appear and be heard.

In addition, you are hereby notified that at the same time and place, the City Council will hold a separate public hearing as to whether said Addition as above described should be included within the corporate limits of the City of Columbus and become a part of said municipality for all purposes whatsoever, and at said time and place you may appear and be heard.

Dated this 4 day of February, 2021.

CITY OF COLUMBUS, NEBRASKA

By: Janelle Kline  
City Clerk

Publish: 02:04:21  
Two Affidavits of Publication

The City of **Columbus**

**MEMORANDUM**

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**DATE:** February 3, 2021  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Park Place 9<sup>th</sup> Addition – Final Plat

**RECOMMENDATION:**

I recommend the approval of the final plat of Park Place 9<sup>th</sup> Addition. The plat is consistent with the master layout of the Park Place Addition area and the preliminary plat.

**DISCUSSION:**

The addition consists of 12 residential lots at and west of the intersection of 45<sup>th</sup> Avenue and 33<sup>rd</sup> Street. The addition is adjacent to the Corporate Limits and is scheduled to be voluntarily annexed. The Preliminary Plat was approved at the November 9, 2020, Planning Commission and the November 16, 2020, City Council meetings.

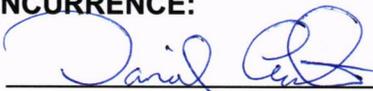
**FISCAL IMPACT:**

Maintenance costs on the street and utilities.

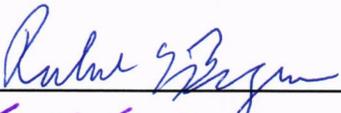
**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

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

**SIGNATURE:**

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

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

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

**FILED**

JAN 18 2021

**CITY CLERK  
COLUMBUS, NEBR.**

DATE: January 18, 2021

NAME OF SUBDIVISION: Park Place 9<sup>th</sup> Addition

NAME OF APPLICANT: Ferguson Properties, Inc.

ADDRESS OF APPLICANT: 3154 18<sup>th</sup> Avenue, Suite 9

PHONE NUMBER: 402-563-0199 APPLICANT E-MAIL: \_\_\_\_\_

NUMBER OF LOTS IN SUBDIVISION: 12

ADDRESS OF SUBDIVISION: 33<sup>rd</sup> Street and 45<sup>th</sup> Avenue

I hereby apply for a Major Subdivision / Addition and have paid with the preliminary application \$125.00 application fee, \$100.00 reviewing fee plus \$10.00 per lot review fee. I understand that a \$25.00 map update fee will be invoiced once approved.

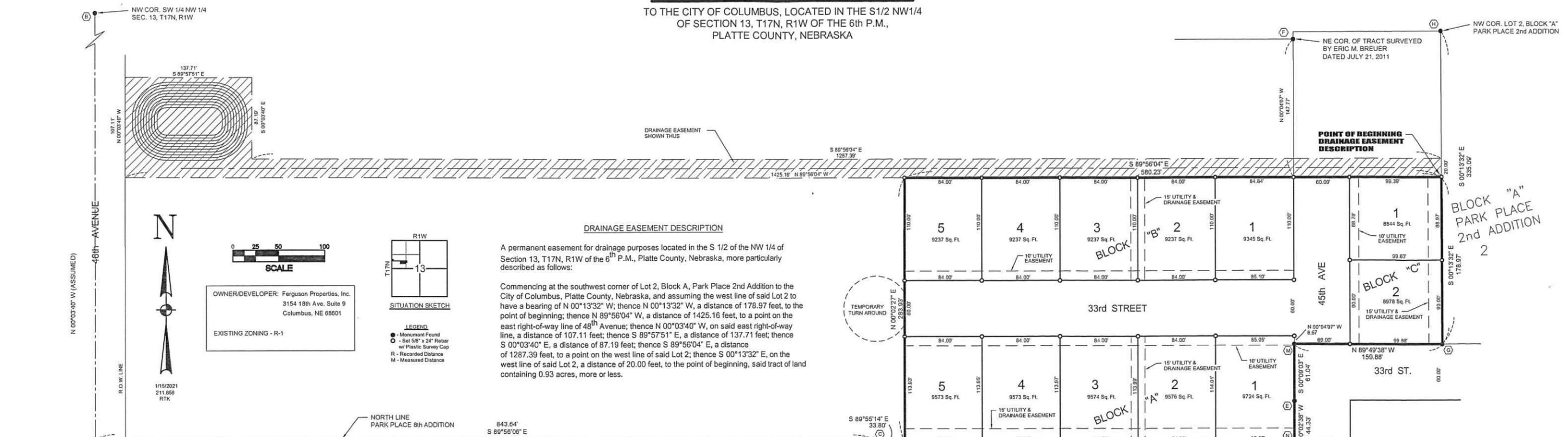
  
\_\_\_\_\_  
Owner or Owner's Representative

Clark Grant  
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: \_\_\_\_\_

City Attorney  
Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)  
Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

**FINAL PLAT**  
**PARK PLACE 9th ADDITION**  
 TO THE CITY OF COLUMBUS, LOCATED IN THE S1/2 NW1/4  
 OF SECTION 13, T17N, R1W OF THE 6th P.M.,  
 PLATTE COUNTY, NEBRASKA



**DRAINAGE EASEMENT DESCRIPTION**

A permanent easement for drainage purposes located in the S 1/2 of the NW 1/4 of Section 13, T17N, R1W of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows:

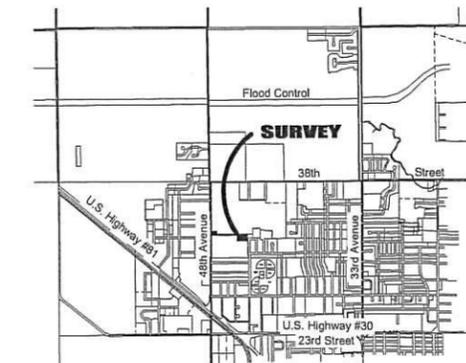
Commencing at the southwest corner of Lot 2, Block A, Park Place 2<sup>nd</sup> Addition to the City of Columbus, Platte County, Nebraska, and assuming the west line of said Lot 2 to have a bearing of N 00°13'32" W; thence N 00°13'32" W, a distance of 178.97 feet, to the point of beginning; thence N 89°56'04" W, a distance of 1425.16 feet, to a point on the east right-of-way line of 48<sup>th</sup> Avenue; thence N 00°03'40" W, on said east right-of-way line, a distance of 107.11 feet; thence S 89°57'51" E, a distance of 137.71 feet; thence S 00°03'40" E, a distance of 87.19 feet; thence S 89°56'04" E, a distance of 1287.39 feet, to a point on the west line of said Lot 2; thence S 00°13'32" E, on the west line of said Lot 2, a distance of 20.00 feet, to the point of beginning, said tract of land containing 0.93 acres, more or less.

- FIELD NOTES**
- "A" - Southwest Corner, NW 1/4, Section 13, T17N, R1W - Found aluminum cap in monument well as recorded by Eric M. Breuer, L.S. #586, on a survey dated July 21, 2011.  
33.96' E to "X" nails in power pole  
40.30' W to mag nail in south side of fence post  
60.30' SW to "X" nails in power pole
  - "B" - Northwest Corner, SW 1/4, NW 1/4, Section 13, T17N, R1W - Found aluminum cap in monument well as recorded by Eric M. Breuer, L.S. #586, on a survey dated July 21, 2011.  
33.45' W to red head in power pole  
32.48' E to nail in washer in power pole  
35.50' ESE to nail in washer in fence post
  - "C" - Found 5/8" rebar with cap as recorded on Park Place 8<sup>th</sup> Addition, surveyed by Brian D. Benck, L.S. #536, dated January 20, 2016.
  - "E" - Found 1" iron pipe with cap inscribed "L.S. 165", corner is shown as found on Park Place 2<sup>nd</sup> Addition, surveyed by Bruce L. Gilmore, L.S. #96, dated October 3, 1983.
  - "F" - Found 1" iron pipe as recorded on a survey by Eric M. Breuer, L.S. #586, dated July 21, 2011.
  - "G" - Found plastic cap in 1" iron pipe inscribed "LS 455".
  - "H" - Found 5/8" rebar as recorded on Park Place 2<sup>nd</sup> Addition, surveyed by Bruce L. Gilmore, L.S. #96, dated October 3, 1983.
  - "J", "K", "L", and "D" - Found 5/8" rebar with cap as recorded on Park Place 7<sup>th</sup> Addition, surveyed by Brian D. Benck, L.S. #536, dated February 20, 2013.
  - "M" - Found 5/8" rebar as recorded on Park Place 2<sup>nd</sup> Addition, surveyed by Bruce L. Gilmore, L.S. #96, dated October 3, 1983.
  - "N" - Set corner on intersection of lines "K-L" and "D-E".

**LEGAL DESCRIPTION**

A tract of land located in the S 1/2, NW 1/4 of Section 13, T17N, R1W of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of the NW 1/4 of Section 13, T17N, R1W of the 6<sup>th</sup> P.M., Platte County, Nebraska; thence N 00°03'40" W, on an assumed bearing on the west line of said NW 1/4, a distance of 580.41 feet; thence S 89°56'06" E, on the north line of Park Place 8<sup>th</sup> Addition, a distance of 843.64 feet, to the northeast corner of Lot 1, Block B, Park Place 8<sup>th</sup> Addition; thence S 00°02'53" E, on the east line of said Lot 1, Block B, Park Place 8<sup>th</sup> Addition, a distance of 3.92 feet, to the northwest corner of Lot 5, Block B, Park Place 7<sup>th</sup> Addition; thence S 89°55'14" E, on the north line of said Lot 5, a distance of 33.80 feet, to the point of beginning; thence N 00°02'27" E, a distance of 283.93 feet; thence S 89°56'04" E, a distance of 580.23 feet, to a point on the west line of Lot 2, Block A, Park Place 2<sup>nd</sup> Addition; thence S 00°13'32" E, a distance of 178.97 feet, to the southwest corner of said Lot 2, Block A, Park Place 2<sup>nd</sup> Addition; thence N 89°49'38" W, on the north right-of-way line of 33<sup>rd</sup> Street, a distance of 159.88 feet, to the west right-of-way line of 45<sup>th</sup> Avenue; thence S 00°09'03" E, on said west right-of-way line, a distance of 61.04 feet; thence S 00°02'38" W, continuing on said right-of-way line, a distance of 44.33 feet, to the northeast corner of Lot 1, Block B, Park Place 7<sup>th</sup> Addition; thence N 89°55'14" W, on the north line of Block A, Park Place 7<sup>th</sup> Addition, a distance of 421.39 feet, to the point of beginning, said tract of land containing 3.40 acres, more or less.



**SURVEYOR'S CERTIFICATE**

I, Lynn D. Birkel, a Registered Land Surveyor of Nebraska, hereby certify that I have accurately surveyed or caused to be surveyed, under my direct supervision, PARK PLACE 9TH ADDITION, and that the above and foregoing is a true and correct survey thereof and that the lots, blocks, streets, avenues, easements, alleys, and commons and other grounds are well and accurately staked off and marked and correctly designated and shown on the above and foregoing survey. Dated this 15<sup>th</sup> day of January, 2021.

Lynn D. Birkel, Nebraska L.S. #497  
 GILMORE & ASSOCIATES, INC.



STATE OF NEBRASKA )  
 COUNTY OF PLATTE ) ss  
 CITY OF COLUMBUS )

The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. \_\_\_\_\_ duly passed by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

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

\_\_\_\_\_  
 Mayor, City of Columbus

STATE OF NEBRASKA )  
 COUNTY OF PLATTE ) ss  
 CITY OF COLUMBUS )

**PLANNING COMMISSION**

This plat of PARK PLACE 9th ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
 Chairman

STATE OF NEBRASKA )  
 COUNTY OF PLATTE ) ss  
 CITY OF COLUMBUS )

**SCHOOL DISTRICT**

The above plat approved by School District No. 001, Platte County, Nebraska

Attest:

\_\_\_\_\_  
 Secretary

\_\_\_\_\_  
 President



7.A.1. Public hearing - Determine whether Park Place 9th Addition should be included within corporate city limits. (Continued from February 16, 2021, meeting.) (Planning Commission recommends approval.)

7.A.2. Resolution No. R21-29 approving final plat, development agreement, and bringing said addition into corporate city limits. (Continued from February 16, 2021, meeting.)

**RESOLUTION NO. R21-29**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: A TRACT OF LAND LOCATED IN THE S 1/2, NW 1/4 OF SECTION 13, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NW 1/4 OF SECTION 13, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE N 00°03'40" W, ON AN ASSUMED BEARING ON THE WEST LINE OF SAID NW1/4, A DISTANCE OF 580.41 FEET; THENCE S 89°56'06" E, ON THE NORTH LINE OF PARK PLACE 8TH ADDITION, A DISTANCE OF 843.64 FEET, TO THE NORTHEAST CORNER OF LOT 1, BLOCK B, PARK PLACE 8TH ADDITION; THENCE S 00°02'53" E, ON THE EAST LINE OF SAID LOT 1, BLOCK B, PARK PLACE 8TH ADDITION, A DISTANCE OF 3.92 FEET, TO THE NORTHWEST CORNER OF LOT 5, BLOCK B, PARK PLACE 7TH ADDITION; THENCE S 89°55'14" E, ON THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 33.80 FEET, TO THE POINT OF BEGINNING; THENCE N 00°02'27" E, A DISTANCE OF 283.93 FEET; THENCE S 89°56'04" E, A DISTANCE OF 580.23 FEET, TO A POINT ON THE WEST LINE OF LOT 2, BLOCK A, PARKPLACE 2ND ADDITION; THENCE S 00°13'32" E, A DISTANCE OF 178.97 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK A, PARKPLACE 2ND ADDITION; THENCE N 89°49'38" W, ON THE NORTH RIGHT-OF-WAY LINE OF 33RD STREET, A DISTANCE OF 159.88 FEET, TO THE WEST RIGHT-OF-WAY LINE OF 45TH AVENUE; THENCE S 00°09'03" E, ON SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 61.04 FEET; THENCE S 00°02'38" W, CONTINUING ON SAID RIGHT-OF-WAY LINE A DISTANCE OF 44.33 FEET, TO THE NORTHEAST CORNER OF LOT 1, BLOCK B, PLACE 7TH ADDITION; THENCE N 89°55'14" W, ON THE NORTH LINE OF BLOCK A, PARK PLACE 7TH ADDITION, A DISTANCE OF 421.39 FEET, TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING 3.40 ACRES, MORE OR LESS, HEREINAFTER TO BE KNOWN AS "PARK PLACE 9TH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA"; APPROVING THE PLAT THEREOF, APPROVING THE SUBDIVISION AGREEMENT BETWEEN FERGUSON PROPERTIES, INC. AND THE CITY OF COLUMBUS, SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF OWNER/SUBDIVIDER CONCERNING SAID ADDITION, INCLUDING PROVIDING FOR THE PUBLIC IMPROVEMENTS NECESSARY TO SERVE THE PROPERTY; AND APPROVING INCLUSION OF SAID PLAT INTO THE CORPORATE LIMITS OF COLUMBUS, PLATTE COUNTY, NEBRASKA.

WHEREAS, Ferguson Properties, Inc., a Nebraska Corporation is the owner of real estate described as follows:

A tract of land located In the S 1/2, NW 1/4 of Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of the NW 1/4 of Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 00°03'40" W, on an assumed bearing on the west line of said NW1/4, a distance of 580.41 feet; thence S 89°56'06" E, on the north line of Park Place 8th Addition, a distance of 843.64 feet, to the northeast corner of Lot 1, Block B, Park Place 8th Addition; thence S 00°02'53" E, on the east line of said Lot Block B, Park Place 8th Addition, a distance of 3.92 feet, to the northwest corner of Lot 5, Block B, Park Place 7th Addition; thence S 89°55'14" E, on the north line of said Lot 5, a distance of 33.80 feet, to the point of beginning; thence N 00°02'27" E, a distance of 283.93 feet; thence S 89°56'04" E, a distance of 580.23 feet, to a point on the west line of Lot 2, Block A, Parkplace 2nd Addition; thence S 00°13'32" E, a distance of 178.97 feet, to the southwest corner of said Lot 2, Block A, Parkplace 2nd Addition; thence N 89°49'38" W, on the north right-of-way line of 33rd Street, a distance of 159.88 feet, to the west right-of-way line of 45th Avenue; thence S 00°09'03" E, on said west right-of-way line, a distance of 61.04 feet; thence S 00°02'38" W, continuing on said right-of-way line a distance of 44.33 feet, to the northeast corner of Lot 1, Block B, Park Place 7th Addition; thence N 89°55'14" W, on the north line of Block A, Park Place 7th Addition, a distance of 421.39 feet, to the point of beginning, said tract of land containing 3.40 acres, more or less

all of which is presently an unplatted tract of land which is contiguous to the corporate city limits and is within the zoning jurisdiction of the City of Columbus, Nebraska; and

WHEREAS, said owner has laid out said land into lots, blocks, and streets, with appropriate utility easement areas under the name of Park Place 9th Addition to the City of Columbus, Platte County, Nebraska; and

WHEREAS, said owner has caused an accurate plat thereof to be made, designating explicitly the land so laid out and particularly describing the lots, blocks, streets, and easement areas belonging to such addition, all as provided by law, a copy of which plat is attached hereto; and

WHEREAS, said owner has executed an instrument of dedication of the streets, public ways, and utilities easements to the use and benefit of the public, all as provided by law, said instrument being attached to said plat; and

WHEREAS, said plat has attached thereon a certificate of a competent land surveyor certifying the same as provided by law, and said plat and deed of dedication in no way changes the present zoning classification of the area included therein; and

WHEREAS, the plat referred to herein is the plat bearing the certificate of Lynn D. Birkel, Registered Land Surveyor #497, under the date of January 15, 2021, which plat has been heretofore approved by the Columbus Planning Commission; and

WHEREAS, said owner has agreed to certain duties and responsibilities concerning said addition including installation of the public improvements necessary to serve the area being platted, including extending water and sewer mains and street paving, in accord with the regulations of the City of Columbus and the requirements of the city engineer as detailed in the attached Park Place 9th Addition Development Agreement which is attached hereto marked Exhibit "A" and incorporated herein by reference; and

WHEREAS, said proposed addition and plan for development has been heretofore submitted to the planning commission of Columbus, Nebraska, the city engineer, and Platte County School District No. 001, Columbus, Nebraska; and

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of approving the final plat and determining whether the same should be included within the corporate limits; and

WHEREAS, after public hearing, the planning commission recommended approval of the plat of Park Place 9th Addition to the City of Columbus, Nebraska, and after conducting a separate public hearing on the inclusion of said addition within the Columbus, Nebraska, corporate limits by separate vote recommended approval thereof; and

WHEREAS, the mayor and city council have held separate public hearings on the approval of the final plat of said addition and on the inclusion of said addition within the City of Columbus corporate limits and following each such public hearing, and having heard all persons appearing at such hearings, by separate votes, approved said final plat and approved the inclusion thereof within the corporate boundary.

NOW, THEREFORE, BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, that the Deed of Dedication for Park Place 9th Addition to the City of Columbus, Nebraska, be and the same is hereby accepted, and the plat thereof be and the same hereby is approved as provided by law, and the said area as so platted which was heretofore outside but contiguous to the city corporate limits shall become a part of the City of Columbus, Nebraska, for all purposes whatsoever and the inhabitants of such addition shall be entitled to all rights and privileges, and subject to all the laws, rules and regulations of the City of Columbus, Nebraska, and that the mayor is hereby authorized and instructed to endorse such approval on said original plat and that the area carry the classification heretofore assigned it as "R-1" (Single Family Residential) zone according to the Zoning Regulations of the City of Columbus, Nebraska, and that

the Park Place 9th Addition Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted and the mayor is hereby authorized to sign the same.

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

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK

APPROVED AS TO FORM:

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

Once Recorded Return Document To: Clark J. Grant, P.O. Box 455, Columbus, NE 68602-0455

## DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That **FERGUSON PROPERTIES, INC.**, a Nebraska Corporation, is the proprietor and owner of real estate of the following described real estate:

A tract of land located in the S 1/2, NW 1/4 of Section 13, T17N, R1W of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of the NW 1/4 of Section 13, T17N, R1W of the 6<sup>th</sup> P.M., Platte County, Nebraska; thence N 00°03'40" W, on an assumed bearing on the west line of said NW1/4, a distance of 580.41 feet; thence S 89°56'06" E, on the north line of Park Place 8<sup>th</sup> Addition, a distance of 843.64 feet, to the northeast corner of Lot 1, Block B, Park Place 8<sup>th</sup> Addition; thence S 00°02'53" E, on the east line of said Lot 1, Block B, Park Place 8<sup>th</sup> Addition, a distance of 3.92 feet, to the northwest corner of Lot 5, Block B, Park Place 7<sup>th</sup> Addition; thence S 89°55'14" E, on the north line of said Lot 5, a distance of 33.80 feet, to the point of beginning; thence N 00°02'27" E, a distance of 283.93 feet; thence S 89°56'04" E, a distance of 580.23 feet, to a point on the west line of Lot 2, Block A, Parkplace 2<sup>nd</sup> Addition; thence S 00°13'32" E, a distance of 178.97 feet, to the southwest corner of said Lot 2, Block A, Parkplace 2<sup>nd</sup> Addition; thence N 89°49'38" W, on the north right-of-way line of 33<sup>rd</sup> Street, a distance of 159.88 feet, to the west right-of-way line of 45<sup>th</sup> Avenue; thence S 00°09'03" E, on said west right-of-way line, a distance of 61.04 feet; thence S 00°02'38" W, continuing on said right-of-way line a distance of 44.33 feet, to the northeast corner of Lot 1, Block B, Park Place 7<sup>th</sup> Addition; thence N 89°55'14" W, on the north line of Block A, Park Place 7<sup>th</sup> Addition, a distance of 421.39 feet, to the point of beginning, said tract of land containing 3.40 acres, more or less

and have caused the above-described real estate to be laid out into lots, blocks, streets, and easement areas belonging to such Addition, under the name of Park Place 9<sup>th</sup> Addition to the City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing the lots, streets, and easements belonging to such Ad



Please return to:  
Clark J. Grant, PO Box 455, Columbus, NE 68602  
402-564-3274  
[clark@grantattorney.com](mailto:clark@grantattorney.com)

**PARK PLACE 9<sup>TH</sup> ADDITION  
DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between FERGUSON PROPERTIES, INC, a Nebraska corporation, (hereinafter referred to as "Subdivider") and the CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

**WITNESSETH**

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as PARK PLACE 9<sup>TH</sup> ADDITION, to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

WHEREAS, the CITY requires public improvements in the Area to be Developed; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers, water, and storm sewers to be constructed within the Area to be Developed, to the sanitary sewer, water, and storm sewer systems of the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Development Agreement, the following words and phrases shall have the following meanings:

The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs; financing costs and miscellaneous costs.

“Property benefited” shall mean property within the Area to be Developed (Exhibit “A”), which will comprise 3.40 acres of property.

“Street intersections” shall be construed to mean the areas shown in the city policy for the same adopted by Resolution R96-78, which by this reference is made a part hereof.

## SECTION I

Subdivider and City covenant that the following public improvements shall be installed and provided by Subdivider as set forth herein, at Subdivider’s expense, subject to the exceptions and clarifications detailed herein:

A. The Subdivider will install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with city standards. The Subdivider will be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

B. Concrete paving of internal streets, dedicated per plat (Exhibit “A”), all of said paving to be thirty three (33) feet in width and six (6) inches thick, and shall be constructed according to city standards. The entire cost of paving and storm sewer system improvements except for intersections shall be paid by the Subdivider, with exception of intersection pavement and pavement in excess of thirty-three (33) feet in width and six (6) inches in thickness. In such case, the oversized cost shall be paid for by the City, subject to final approval of plans and specifications by the City.

C. The sanitary sewer system, including, but not limited to: mains, manholes and related appurtenances shall be constructed according to city standards within dedicated right-of-way and easements, per plat (Exhibit “A”), same to be located on sanitary sewer plan prepared by a Nebraska Licensed Civil Engineer. The entire cost of sanitary sewer system improvements shall be paid by the Subdivider, with exception of sanitary sewer mains located in a dedicated right-of-way or easement area that are greater than eight (8) inches. In such case, the cost over 8-inches shall be paid for by the City subject to the final approval of the plans and specifications by the City.

D. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances shall be constructed according to city standards within dedicated right-of-way and easements, per plat (Exhibit “A”) to be located on storm water system plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider will be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider, with exception of storm sewer mains located in a dedicated right-of-way or easement area that are greater than 12-inches. In such case, the cost over 12-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to city standards within dedicated right-of-way and easements per plat (Exhibit “A”) on water plan prepared by a Nebraska Licensed Civil Engineer.

The Subdivider will be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution improvements shall be paid by the Subdivider, with exception of water mains located in a dedicated right-of-way or easement area that are greater than six (6) inches. In such case, the cost over 6-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

F. Natural gas distribution mains, if any, shall be located within a dedicated street right-of-way dedicated per plat (Exhibit "A"), which Subdivider will arrange to be installed by the local gas franchisee. Any additional cost participation required by the local gas franchisee for the installation of gas mains, if any, shall be borne by the Subdivider.

G. Subdivider will arrange for underground electrical service to each buildable lot within the Area to be Developed to be provided by Loup Power District at no cost to the City. If any relocation or adjusting of existing electrical mains are required the costs shall be borne by the Subdivider.

H. Subdivider will arrange for street lighting for public streets dedicated per plat (Exhibit "A") to be provided by Loup Power District at Subdivider's cost and at no cost to the City.

I. Subdivider will install the concrete sidewalk four feet wide and four inches thick in accordance with the American's with Disability Act and per City Code on each lot within the Area to be Developed or shall contract with the builder to construct the same at the time each lot is developed. If Subdivider fails to do so, the lot owner along with the Subdivider shall be responsible for installing the sidewalk. If any lot remains a common area lot or is located adjacent to a designated arterial or collector, Subdivider shall install the sidewalk for said lot(s) as part of the initial construction.

J. Grading for the Area to be Developed shall be completed by the Subdivider at the Subdivider's expense pursuant to the drainage plan elevations to be provided by Gilmore & Associates and submitted with the Final Plat. Post construction storm water management systems shall be installed and maintained and fully functional in accordance with the City of Columbus Code of Ordinances, Chapter 53, at Subdivider's expense. Subdivider agrees to obtain a Nebraska Department of Environmental Quality, National Pollutant Discharge Elimination System, Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre. The Subdivider shall provide a copy of the NOI and SWPPP to the City as part of the City's Municipal Storm Sewer Separation System requirements.

K. Subdivider agrees to pay all costs necessary to extend sanitary sewer system, water system, paving and storm sewer on 33<sup>rd</sup> Street, and agree to share costs of 45<sup>th</sup> Avenue.

L. Subdivider agrees to not object to the creation of a paving district to widen 45<sup>th</sup> Avenue.

M. Subdivider agrees to complete and submit to the City a Floodplain Development Permit prior to any disturbance or work within the FEMA designated floodplain.

## SECTION II

Subdivider and City covenant and agree that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements, and testing procedures therefor, except as otherwise provided in this Development Agreement.

## SECTION III

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdivider to connect its sewer system to the sewer system of the City in such manner and at such place or places designated on plans submitted by the Subdivider's engineer and approved by the City.

B. Without prior written approval by the City, the Subdivider shall not permit any sewer lines or sewers outside the present boundaries of the Area to be Developed to connect to the sewer or sewer lines of the Area to be Developed, any sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the boundaries of the Area to be Developed.

C. At all times, all sewage from and through said Area to be Developed into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

D. Before any connection from any premises to the sewer system of the Area to be Developed may be made, a permit shall be obtained for said premises, and its connection from the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

E. Notwithstanding any other provisions of this Development Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Area to be Developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulations.

## SECTION IV

All buildings built in the Area to be Developed, shall be constructed in compliance with the most recent City of Columbus Building Requirements at the time of application for the building permits, in the extent possible.

SECTION V

Installation of entrance signs or related fixtures and any median landscaping and related fixtures, if any, shall be paid by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Development Agreement.

The administration of this Development Agreement shall be through the offices of the undersigned officers for their respective entities.

This Development Agreement shall be binding upon parties, their respective successors and assigns.

This Development Agreement replaces and declares void any prior agreements or resolutions regarding the development of the Area to be Developed

This Development Agreement shall be recorded at the Platte County Register of Deeds office, at the Subdivider's expense, within 30 days of final plat approval.

SECTION VI

The Subdivider shall install all public improvements within a time period of two (2) years after the signing of this Development Agreement, except that sidewalks directly in front of houses (if residential) or businesses (if commercial) shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. An extension of this time period may be requested by the Subdivider and if said request receives a favorable recommendation of Planning Commission and approval by the City Council the deadline will be extended pursuant to the new deadline set by the City Council.

IN WITNESS WHEREOF, we the executing parties, by ourselves or our respective duly authorized agents, hereby enter into this Development Agreement:

ATTEST:

CITY OF COLUMBUS

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Date

APPROVED AS TO FORM

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

SUBDIVIDER

FERGUSON PROPERTIES, INC

By \_\_\_\_\_  
James P. Ferguson

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

STATE OF NEBRASKA    )  
  ) ss:  
COUNTY OF PLATTE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public, duly commissioned and qualified in and for said County, appeared James P. Ferguson, who is personally known by me to be the identical person whose name is affixed to the Development Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

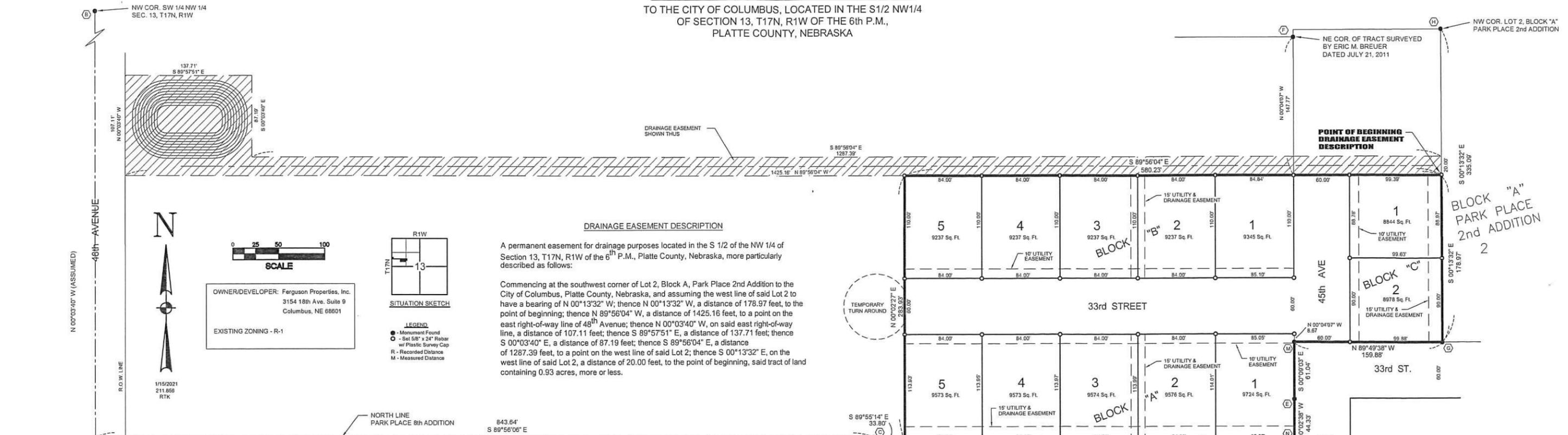
Witness my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_  
Notary Public

(My commission expires: \_\_\_\_\_)

**FINAL PLAT**  
**PARK PLACE 9th ADDITION**  
 TO THE CITY OF COLUMBUS, LOCATED IN THE S1/2 NW1/4  
 OF SECTION 13, T17N, R1W OF THE 6th P.M.,  
 PLATTE COUNTY, NEBRASKA

Exhibit "A"



**DRAINAGE EASEMENT DESCRIPTION**

A permanent easement for drainage purposes located in the S 1/2 of the NW 1/4 of Section 13, T17N, R1W of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows:

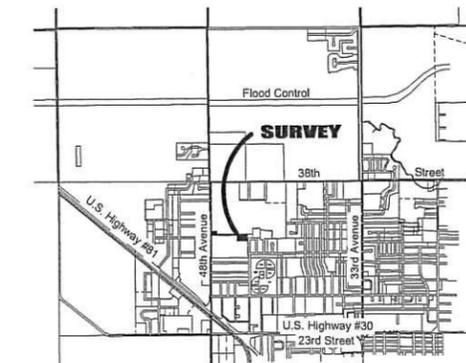
Commencing at the southwest corner of Lot 2, Block A, Park Place 2<sup>nd</sup> Addition to the City of Columbus, Platte County, Nebraska, and assuming the west line of said Lot 2 to have a bearing of N 00°13'32" W; thence N 00°13'32" W, a distance of 178.97 feet, to the point of beginning; thence N 89°56'04" W, a distance of 1425.16 feet, to a point on the east right-of-way line of 48<sup>th</sup> Avenue; thence N 00°03'40" W, on said east right-of-way line, a distance of 107.11 feet; thence S 89°57'51" E, a distance of 137.71 feet; thence S 00°03'40" E, a distance of 87.19 feet; thence S 89°56'04" E, a distance of 1287.39 feet, to a point on the west line of said Lot 2; thence S 00°13'32" E, on the west line of said Lot 2, a distance of 20.00 feet, to the point of beginning, said tract of land containing 0.93 acres, more or less.

- FIELD NOTES**
- "A" - Southwest Corner, NW 1/4, Section 13, T17N, R1W - Found aluminum cap in monument well as recorded by Eric M. Breuer, L.S. #586, on a survey dated July 21, 2011.  
33.96' E to "X" nails in power pole  
40.30' W to mag nail in south side of fence post  
60.30' SW to "X" nails in power pole
  - "B" - Northwest Corner, SW 1/4, NW 1/4, Section 13, T17N, R1W - Found aluminum cap in monument well as recorded by Eric M. Breuer, L.S. #586, on a survey dated July 21, 2011.  
33.45' W to red head in power pole  
32.48' E to nail in washer in power pole  
35.50' ESE to nail in washer in fence post
  - "C" - Found 5/8" rebar with cap as recorded on Park Place 8<sup>th</sup> Addition, surveyed by Brian D. Benck, L.S. #536, dated January 20, 2016.
  - "E" - Found 1" iron pipe with cap inscribed "L.S. 165", corner is shown as found on Park Place 2<sup>nd</sup> Addition, surveyed by Bruce L. Gilmore, L.S. #96, dated October 3, 1983.
  - "F" - Found 1" iron pipe as recorded on a survey by Eric M. Breuer, L.S. #586, dated July 21, 2011.
  - "G" - Found plastic cap in 1" iron pipe inscribed "LS 455".
  - "H" - Found 5/8" rebar as recorded on Park Place 2<sup>nd</sup> Addition, surveyed by Bruce L. Gilmore, L.S. #96, dated October 3, 1983.
  - "J", "K", "L", and "D" - Found 5/8" rebar with cap as recorded on Park Place 7<sup>th</sup> Addition, surveyed by Brian D. Benck, L.S. #536, dated February 20, 2013.
  - "M" - Found 5/8" rebar as recorded on Park Place 2<sup>nd</sup> Addition, surveyed by Bruce L. Gilmore, L.S. #96, dated October 3, 1983.
  - "N" - Set corner on intersection of lines "K-L" and "D-E".

**LEGAL DESCRIPTION**

A tract of land located in the S 1/2, NW 1/4 of Section 13, T17N, R1W of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of the NW 1/4 of Section 13, T17N, R1W of the 6<sup>th</sup> P.M., Platte County, Nebraska; thence N 00°03'40" W, on an assumed bearing on the west line of said NW 1/4, a distance of 580.41 feet; thence S 89°56'06" E, on the north line of Park Place 8<sup>th</sup> Addition, a distance of 843.64 feet, to the northeast corner of Lot 1, Block B, Park Place 8<sup>th</sup> Addition; thence S 00°02'53" E, on the east line of said Lot 1, Block B, Park Place 8<sup>th</sup> Addition, a distance of 3.92 feet, to the northwest corner of Lot 5, Block B, Park Place 7<sup>th</sup> Addition; thence S 89°55'14" E, on the north line of said Lot 5, a distance of 33.80 feet, to the point of beginning; thence N 00°02'27" E, a distance of 283.93 feet; thence S 89°56'04" E, a distance of 580.23 feet, to a point on the west line of Lot 2, Block A, Park Place 2<sup>nd</sup> Addition; thence S 00°13'32" E, a distance of 178.97 feet, to the southwest corner of said Lot 2, Block A, Park Place 2<sup>nd</sup> Addition; thence N 89°49'38" W, on the north right-of-way line of 33<sup>rd</sup> Street, a distance of 159.88 feet, to the west right-of-way line of 45<sup>th</sup> Avenue; thence S 00°09'03" E, on said west right-of-way line, a distance of 61.04 feet; thence S 00°02'38" W, continuing on said right-of-way line, a distance of 44.33 feet, to the northeast corner of Lot 1, Block B, Park Place 7<sup>th</sup> Addition; thence N 89°55'14" W, on the north line of Block A, Park Place 7<sup>th</sup> Addition, a distance of 421.39 feet, to the point of beginning, said tract of land containing 3.40 acres, more or less.



**SURVEYOR'S CERTIFICATE**

I, Lynn D. Birkel, a Registered Land Surveyor of Nebraska, hereby certify that I have accurately surveyed or caused to be surveyed, under my direct supervision, PARK PLACE 9TH ADDITION, and that the above and foregoing is a true and correct survey thereof and that the lots, blocks, streets, avenues, easements, alleys, and commons and other grounds are well and accurately staked off and marked and correctly designated and shown on the above and foregoing survey. Dated this 15<sup>th</sup> day of January, 2021.

Lynn D. Birkel, Nebraska L.S. #497  
 GILMORE & ASSOCIATES, INC.



**CITY COUNCIL**

STATE OF NEBRASKA )  
 COUNTY OF PLATTE ) ss  
 CITY OF COLUMBUS )

The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. \_\_\_\_\_ duly passed by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

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

\_\_\_\_\_  
 Mayor, City of Columbus

**PLANNING COMMISSION**

STATE OF NEBRASKA )  
 COUNTY OF PLATTE ) ss  
 CITY OF COLUMBUS )

This plat of PARK PLACE 9th ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
 Chairman

**SCHOOL DISTRICT**

STATE OF NEBRASKA )  
 COUNTY OF PLATTE ) ss  
 CITY OF COLUMBUS )

The above plat approved by School District No. 001, Platte County, Nebraska

Attest:

\_\_\_\_\_  
 Secretary

\_\_\_\_\_  
 President



8. **PETITIONS AND COMMUNICATIONS - None**
9. **REPORTS OF CITY OFFICES - None**
10. **REPORTS OF COUNCIL COMMITTEES - None**
11. **REPORTS OF SPECIAL COMMITTEES - None**
12. **REPORTS ON LEGISLATION**
13. **NEW BUSINESS**
  - 13.A. Plans, specifications, estimate of cost in the amount of \$900,000, and authorization to advertise for bids for Water and Concrete Improvements 2021 (15 Street from 10 Avenue to 23 Avenue). (Plans and specifications on file in Engineering Department.)

The City of **Columbus**

**MEMORANDUM**

**DATE:** February 22, 2021  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Water and Concrete Paving Improvements, 15<sup>th</sup> Street from 10<sup>th</sup> to 23<sup>rd</sup> Avenues

**RECOMMENDATION:**

I recommend approval of the plans, specifications and Engineer's Estimate of Cost in the amount of \$900,000 for Water and Concrete Paving Improvements, 15<sup>th</sup> Street from 10<sup>th</sup> and 23<sup>rd</sup> Avenues, and to authorize staff to advertise for bids.

**DISCUSSION:**

Work includes replacement of 6-inch water main, concrete curb and gutter, inlets, ADA sidewalk ramps, and related work on 15<sup>th</sup> Street from 10<sup>th</sup> to 23<sup>rd</sup> Avenues. Work will be done under traffic with localized lane restrictions and cross street closures as required during construction.

The concrete work corresponds to the approved 2021 Pavement Management Program Priority List. Concrete improvements on 15<sup>th</sup> Street will coordinate with the Asphalt Paving Improvements 2021 project. Substantial completion by August 1, 2021 and final completion in Fall 2021.

Design and Construction Observation by the Engineering Department.

**FISCAL IMPACT:**

Part of CIP20-71 in the amount of \$550,000 and CIP21-25 in the amount of \$396,000. Project will reduce street and water department's maintenance. Design and observation by the Engineering Department results in projected savings of 10-15 percent in consulting services.

**ALTERNATIVE:**

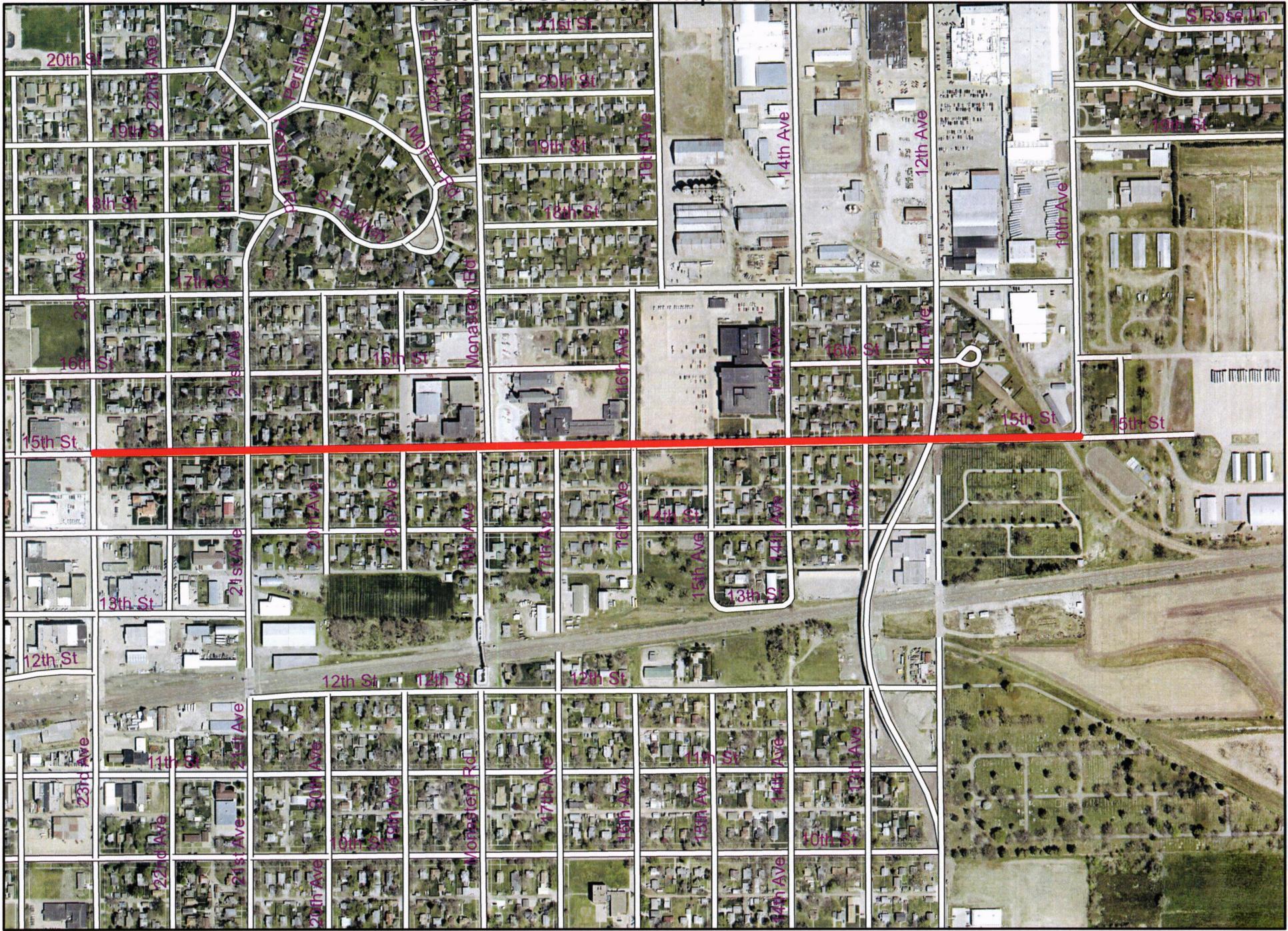
Do not approve.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: Tara Vasicek

# City Of Columbus 15th St. 23rd Ave. To 10th Ave. Water & Concrete Improvements



13.B. Plans, specifications, estimate of cost in the amount of \$200,000, and authorization to advertise for bids for Asphalt Paving Improvements 2021 (15 Street from 13 Avenue to 23 Avenue). (Plans and specifications on file in Engineering Department.)

The City of **Columbus**

**MEMORANDUM**

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**DATE:** February 22, 2021  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Asphalt Paving Improvements, 15<sup>th</sup> Street from 13<sup>th</sup> to 23<sup>rd</sup> Avenues

**RECOMMENDATION:**

I recommend approval of the plans, specifications and Engineer's Estimate of Cost in the amount of \$200,000 for Asphalt Improvements, 15<sup>th</sup> Street from 13<sup>th</sup> and 23<sup>rd</sup> Avenues, and to authorize staff to advertise for bids.

**DISCUSSION:**

Work includes milling and placement of asphalt surfacing between replaced concrete curb and gutter work.

The asphalt work corresponds to the approved 2021 Pavement Management Program Priority List. Asphalt improvements on 15<sup>th</sup> Street will coordinate with the Water and Concrete Paving Improvements 2021 project. Start date on or after August 1, 2021, substantial completion by mid to late September 2021, and final completion in Fall 2021.

Design and Construction Observation by the Engineering Department.

**FISCAL IMPACT:**

Part of CIP20-71 in the amount of \$550,000. City street department will paint stripe the project. Project will reduce street department maintenance. Design and observation by the Engineering Department results in projected savings of 10-15 percent in consulting services.

**ALTERNATIVE:**

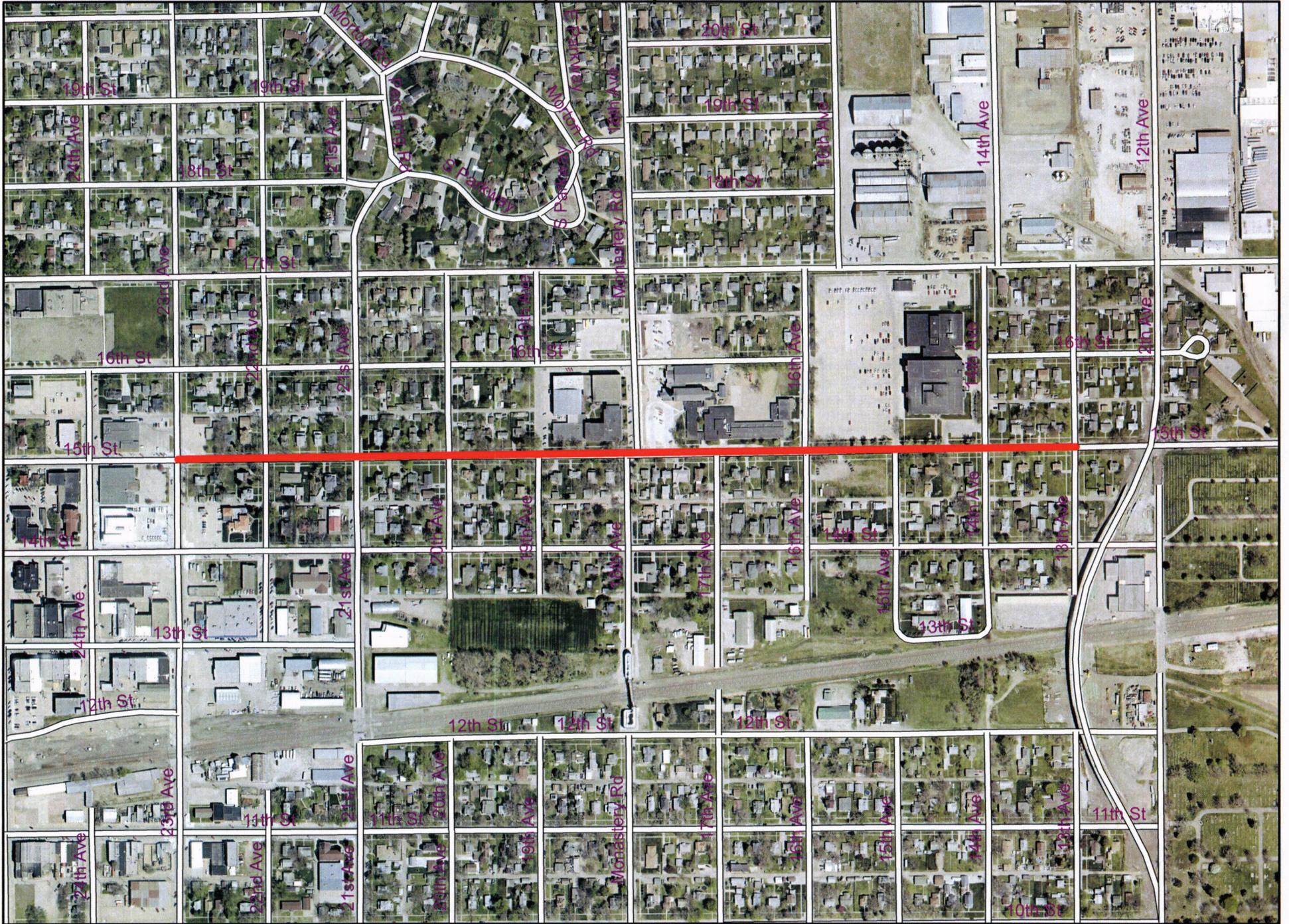
Do not approve.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: Tara Vasicek

# City Of Columbus 15th St. 23rd Ave. To 13th Ave. Asphalt Improvements



13.C. Plans, specifications, estimate of cost in the amount of \$1,320,600, and authorization to advertise for bids for Lift Station Replacements 2020 (23 Street east of E 3 Avenue and 18 Avenue north of 23 Street). (Plans and specifications on file in Engineering Department.)

The City of **Columbus**

**MEMORANDUM**

**DATE:** February 22, 2021  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Lift Station Replacements 2020

**RECOMMENDATION:**

I recommend approval of the Lift Station Replacements 2020 plans, specifications, and construction cost estimate in the amount of \$1,320,600 by Gilmore & Associates, Inc., and to authorize staff to advertise for bids for the above-referenced project.

**DISCUSSION:**

The project replaces Lift Station No. 7 (Lost Creek) and Lift Station No. 10 (18<sup>th</sup> Avenue).

Lift station No. 7 (Lost Creek) is located on US Hwy 30/23<sup>rd</sup> Street right-of-way between East 3<sup>rd</sup> Avenue and East 6<sup>th</sup> Avenue on the north side of the roadway. Property and easements have been acquired for relocating and reconstruction outside of the highway right-of-way of what was Viareo property.

Lift Station No. 10 (18<sup>th</sup> Avenue) is located on 18<sup>th</sup> Avenue at Woodland Drive (north leg) on the west side of the roadway. The relocation and reconstruction will be in the southwest corner of Airport Park. Partial replacement of 18<sup>th</sup> Avenue is included in this work.

These existing lift stations have both exceeded their life expectancy and are the next two on the Public Works Department's replacement list.

If you have any questions or require additional information, please feel free to contact me.

**FISCAL IMPACT:**

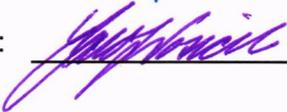
Construction cost estimate is \$1,320,600 and part of 2020-2021 budget CIP20-91 in the amount of \$600,000; CIP-20-93 in the amount of \$350,000 and 2021-2022 budget in the amount of \$600,000. Costs for engineering design and observation, geotechnical services, and contingencies are part of these CIP amounts.

**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

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

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

# City Of Columbus Lift Station #7



# City Of Columbus Lift Station #10



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

**14. RESOLUTIONS**

14.A. Resolution No. R21-34 approving contract with Gehring Construction & Ready Mix Co., Inc. in the amount of \$3,403,102.15 for Street Improvement District Nos. 185, 186, and 187.

DRAFT

RESOLUTION NO. R21- 34

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO GEHRING CONSTRUCTION & READY MIX CO., INC., IN THE AMOUNT OF \$3,403,102.15 FOR STREET IMPROVEMENT DISTRICT NOS. 185 (EAST 14 AVENUE FROM 23 STREET TO NORTH CORPORATE CITY LIMITS); 186 (ALLEY BETWEEN 14 AND 15 STREETS AND 28 AND 29 AVENUES); AND 187 (25 STREET FROM 33 AVENUE WEST 140 FEET).

WHEREAS, the City of Columbus received bids for Street Improvement District Nos. 185, 186, and 187 on February 23, 2021, with Gehring Construction & Ready Mix Co., Inc. submitting the only bid in the amount of \$3,403,102.15, as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the bid from Gehring Construction & Ready Mix Co., Inc. in the amount of \$3,403,102.15 for Street Improvement District Nos. 185, 186, and 187 be accepted and the mayor be authorized to sign contracts for this project.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF COLUMBUS**

**BID TABULATION  
STREET IMPROVEMENT DISTRICTS SID #185, SID #186, AND SID #187  
BID OPENING: FEBRUARY 23, 2021 AT 2:00 P.M.**

|   |                      |   |                   |                   |                   |
|---|----------------------|---|-------------------|-------------------|-------------------|
|   |                      | Contractor:<br>Gehring Construction &<br>Ready Mix Co., Inc.<br>5424 West Meadow Drive<br>Columbus, NE 68601<br>Bid Bond: X | Contractor:       | Contractor:       | Contractor:       |
|   |                      |   | Bid Bond          | Bid Bond          | Bid Bond          |
| <u>Description</u>  | <u>Calendar Days</u> | <u>Unit Price</u>   | <u>Unit Price</u> | <u>Unit Price</u> | <u>Unit Price</u> |
| Phase 1 SID No. 185 Base Bid  |                      | <b>\$1,854,183.65</b>   |                   |                   |                   |
| Phase 2 SID No. 185 Base Bid  |                      | <b>\$1,428,945.00</b>   |                   |                   |                   |
| SID No. 186 Base Bid Total  |                      | <b>\$53,711.00</b>  |                   |                   |                   |
| SID No. 187 Base Bid Total  |                      | <b>\$66,262.50</b>  |                   |                   |                   |
|   |                      |   |                   |                   |                   |
|   |                      |   |                   |                   |                   |
|   |                      |   |                   |                   |                   |
| Total: Base Bid, Phase 1 & Phase 2 SID No. 185,<br>SID No. 186, and SID No. 187 |                      | <b>\$3,403,102.15</b>   |                   |                   |                   |

| <b>PROJECT</b>          | <b>START DATE</b> | <b>SUBSTANTIAL<br/>COMPLETION DATE</b> | <b>FINAL COMPLETION<br/>DATE</b> |
|-------------------------|-------------------|--|----------------------------------|
| <b>SID #185 Phase 1</b> | August 1, 2021    | December 1, 2021                       | June 1, 2022                     |
| <b>SID #185 Phase 2</b> | April 1, 2022     | July 1, 2022                           | December 1, 2022                 |
| <b>SID #186</b>         | April 1, 2021     | July 1, 2021                           | December 1, 2021                 |
| <b>SID #187</b>         | April 1, 2021     | July 1, 2021                           | December 1, 2021                 |

The City of **Columbus**

**MEMORANDUM**

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**DATE:** February 24, 2021  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Street Improvement Districts (SID) Nos. 185, 186 and 187

**RECOMMENDATION:**

I recommend award of the Base Bid for the above-referenced project to Gehring Construction & Ready Mix of Columbus in the amount of \$3,403,102.15. One bid was received and a Bid Tabulation sheet is attached. The Engineer's estimate was \$3,604,000.

**DISCUSSION:**

SID#185 - Phase 1: East 14<sup>th</sup> Street from 23<sup>rd</sup> Street through Armory Drive  
SID#185 - Phase 2: East 14<sup>th</sup> Street from Armory Drive to the North Corporate Limits

This segment of East 14<sup>th</sup> Avenue is on the City 1&6 Year Road Plan and Long Range Transportation Plan. This segment is an Arterial in accordance with the State Classification System. Improvements include total reconstruction of the roadway to a three-lane, common left hand turn lane, urban section with curb and gutter, 41-foot wide, PC concrete, sidewalks in improved or platted areas, striping, signage and related work.

The design of the project is limited due to elevation of discharge storm sewers. The street paving and storm sewers will be constructed at the least slope allowed by the City. Therefore, it must be noted that some small areas of shallow storm water ponding may occur in the gutter line and ditches along US Hwy 30. Some properties will have retaining walls in order to not have sharp elevation grade differences from the sidewalk to the their property. In order to assist in this grading transition, 5-foot wide temporary drainage easements are being requested from a vast majority of the property owners.

Traffic signal evaluation at the intersection of East 14<sup>th</sup> Avenue and 23<sup>rd</sup> Street (US Hwy 30) was conducted as part of the Long Range Transportation Plan and were not warranted at that time.

The proposal is to use available Federal Funds Purchase Program (FFPP) funding and the rest from Sales Tax to pay for 80 percent of the project cost which includes paying for 80 percent of what would be the standard and typical 100 percent assessment. The remaining 20 percent not paid for by the FFPP; therefore, would be a special assessment cost to properties within the SID who benefit from the improvements in accordance with State law and the City Assessment Policy.

Phase 1 projected start date is August 1, 2021, with a substantial completion of December 1, 2021, and final completion of July 1, 2022. Phase 2 projected start date is April 1, 2022, with a substantial completion by July 1, 2022, and final completion Fall 2022. These dates remain subject to material availability, private utility relocations, and weather and site conditions.

During construction, East 14<sup>th</sup> Avenue will be limited to local traffic only. The project will have phased construction to allow as much vehicle local access to properties as practical. A marked detour for through traffic will be part of the project which includes a gravel Township road, 38<sup>th</sup> Street from East 6<sup>th</sup> to East 14<sup>th</sup> Avenues. The City will grade this segment of 38<sup>th</sup> Street during the detour.

SID#186 – Alley between 14<sup>th</sup> and 15<sup>th</sup> Streets and 28<sup>th</sup> and 29<sup>th</sup> Avenues

SID was petitioned by the property owners in accordance with the City Assessment Policy. Improvements include construction of 6-inch PC concrete inverted paving, 20-feet wide, and related work.

Projected start date of April 1, 2021, substantial completion July 1, 2021, and final completion in Summer 2021.

Special assessment cost to properties within the SID who benefit from the improvements in accordance with State law and the City Assessment Policy.

SID#187 – 25<sup>th</sup> Street from 33<sup>rd</sup> Avenue, West

SID was petitioned by the property owners in accordance with the City Assessment Policy. Improvements include construction of the roadway to a two-lane, urban section with curb and gutter, 33-feet wide, 9-inch thick PC concrete, and related work.

Projected start date of April 1, 2021, substantial completion In July 1, 2021, and final completion in Summer 2021.

Special assessment cost to properties within the SID who benefit from the improvements in accordance with State law and the City Assessment Policy.

Design and construction observation services for all three of these SIDs is by the Engineering Department resulting in a projected savings of 10-15 percent for a consultant.

**FISCAL IMPACT:**

Due to larger than anticipated inflationary increase in the bid (about 7 percent) particularly in concrete paving, the post-bid preliminary special assessment is higher than the SID creation preliminary special assessment.

SID#185 - 2020-2021 budget CIP No.20-74 in the amount of \$3,600,000. The work not complete by the end this fiscal year, will be provided in the next fiscal year. Using the bid amounts, the projected 2022 FFPP funding of about \$480,000 with the remaining amount of \$2,527,500 from Sales Tax of the City's participation amount of \$3,007,500 and Special Assessment amount is \$751,900. The estimated per lineal foot assessment cost at time of SID creation was \$93.46. Using the bid amounts, the estimated per lineal foot assessment is \$100.76 or an increase of \$7.30 per front foot or about 7 percent. The increase is mainly due to inflationary costs of the materials and work were higher than projected (about 7 percent). Final costs and assessments will not be known until project completion in fall 2022 and projected Board of Equalization in late 2022 or early 2023.

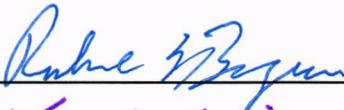
SID#186 - CIP No. 21-75 in the amount of \$60,000. The projected General Obligation amount is \$15,167 and Special Assessment amount is \$46,332. The estimated per lineal foot assessment cost at time of SID creation was \$60.00. Using the bid amounts, the estimated per lineal foot assessment is \$87.75 or an increase of \$17.75 per front foot or about 14 percent. The increase is mainly due that the cost of concrete is higher than projected which directly affects the assessment cost. Final costs and assessments will not be known until project completion in fall 2021 and the Board of Equalization meeting.

SID#187 - CIP No. 21-76 in the amount of \$90,000. The projected General Obligation amount is \$18,908 and Special Assessment amount is \$56,963. The estimated per lineal foot assessment cost at time of SID creation was \$200.00. Using the bid amounts, the estimated per lineal foot assessment is \$229.69 or an increase of \$29.69 per front foot or about 13 percent. The increase is mainly due that the cost of concrete is higher than projected which directly affects the assessment cost. Final costs and assessments will not be known until project completion in fall 2021 and the Board of Equalization meeting.

**ALTERNATIVE:**

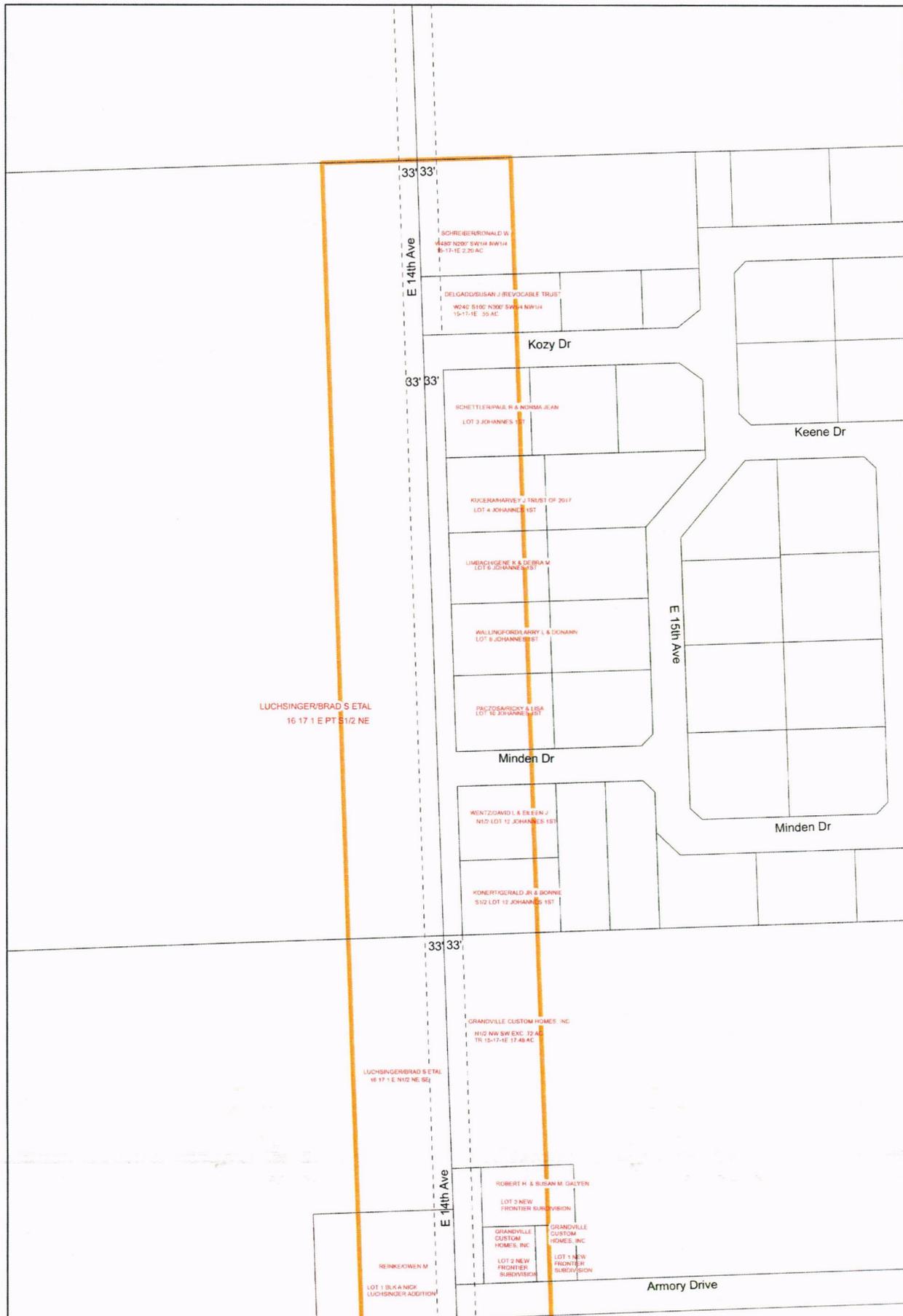
Do not approve.

**SIGNATURE:**

By: 

Approved By: 

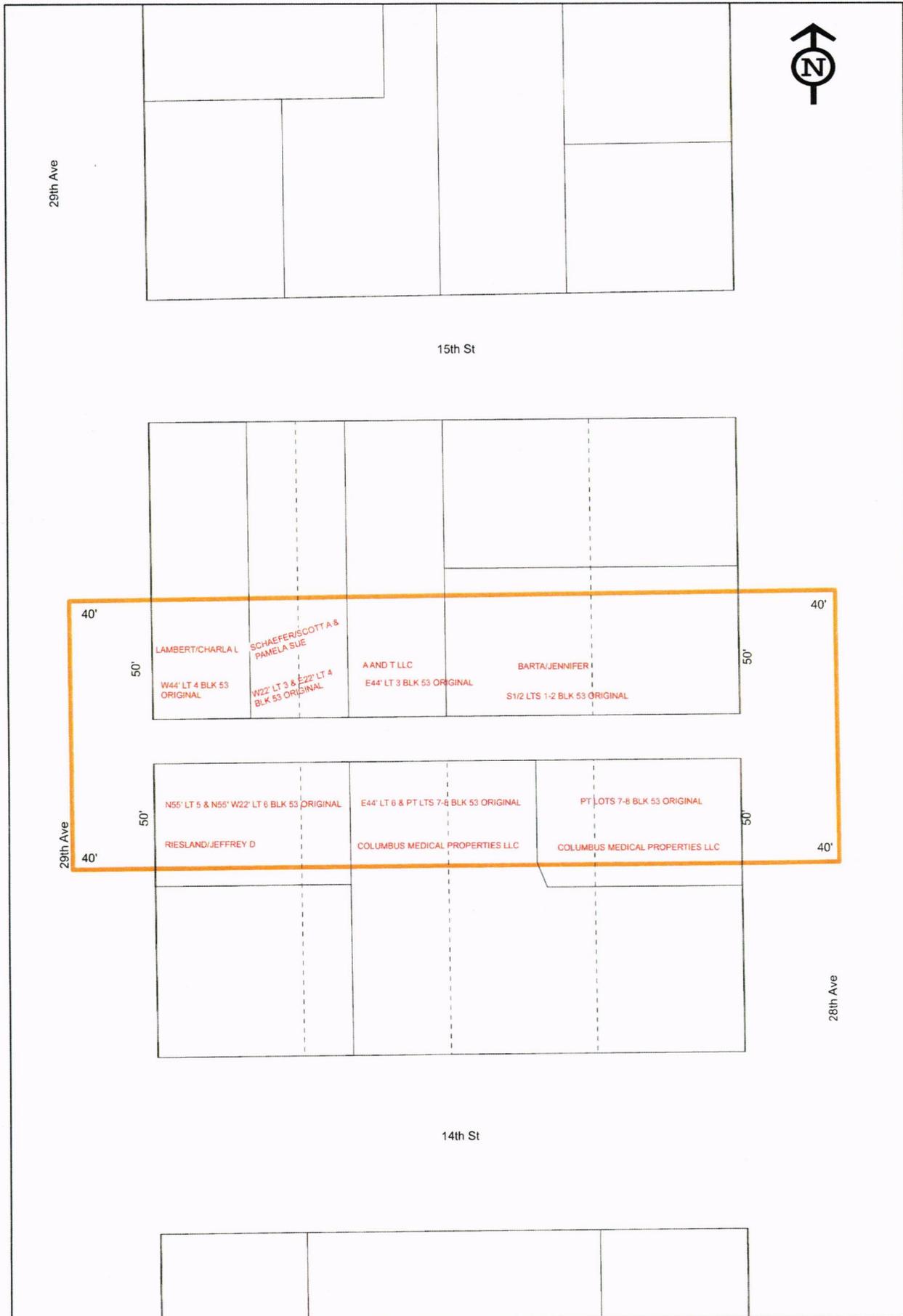
# CITY OF COLUMBUS SID #185



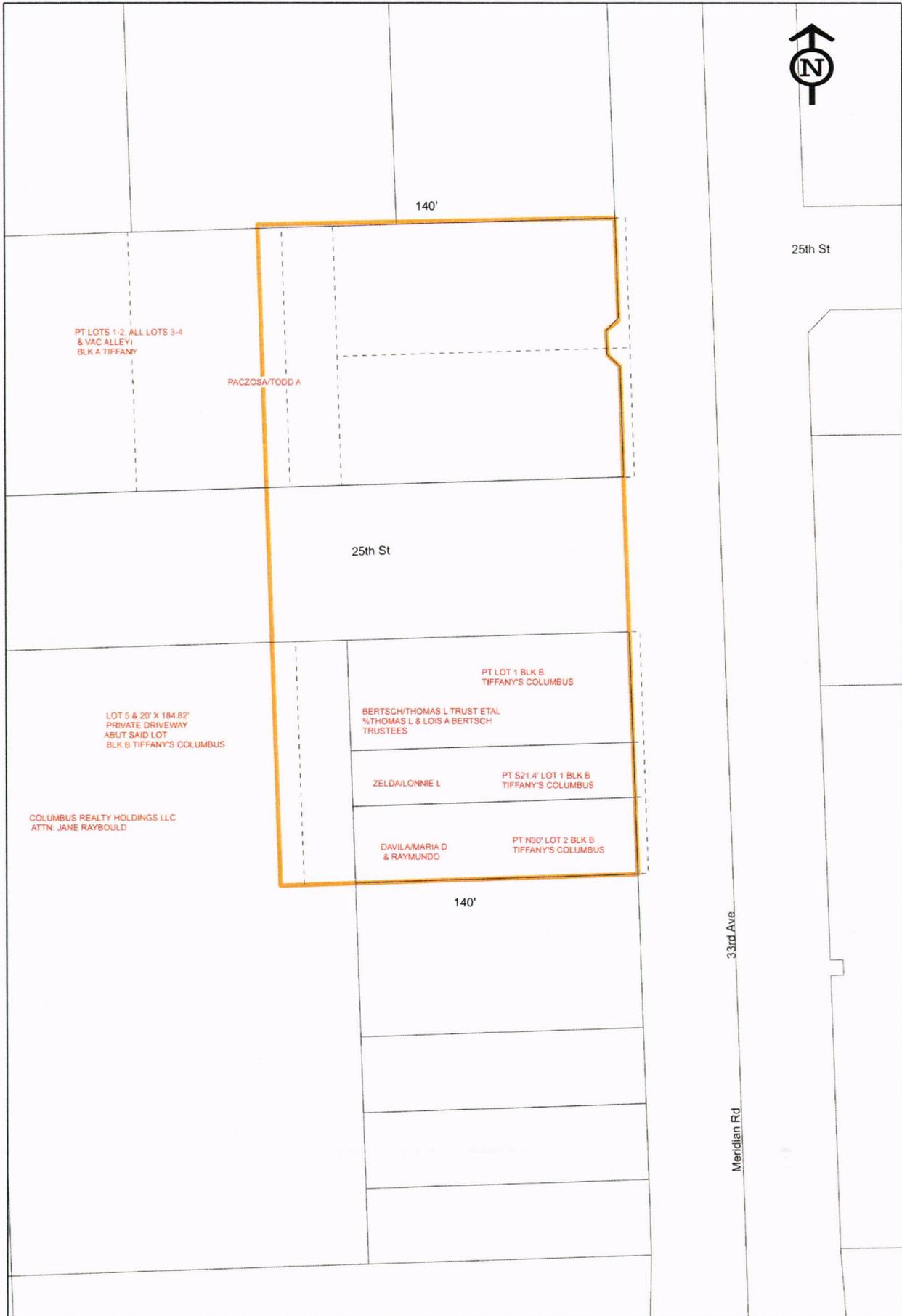
# CITY OF COLUMBUS SID #185



# CITY OF COLUMBUS SID #186



# CITY OF COLUMBUS SID #187



14.B. Resolution No. R21-35 approving nonexclusive franchise agreement with ALLO Communications, LLC for construction and operation of cable system.

**RESOLUTION NO. R21- 35**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A NON-EXCLUSIVE FRANCHISE AGREEMENT WITH ALLO COMMUNICATIONS, LLC FOR CONSTRUCTION AND OPERATION OF A CABLE SYSTEM, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, a non-exclusive franchise agreement with ALLO Communications, LLC, is hereby deemed appropriate and in the best interest of the citizens and inhabitants of the city of Columbus.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with ALLO Communications, LLC for a non-exclusive franchise for a cable system, a copy of which is attached hereto and incorporated herein by this reference, is approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

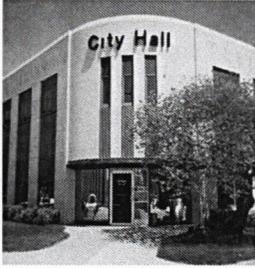
\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



# The City of **Columbus**

**RESPONSIBLE • RESPONSIVE • REPUTABLE**  
Administration Office (402) 562-4232 Fax (402) 563-1380

## memorandum

**DATE:** February 25, 2021  
**TO:** Mayor and City Council  
**FROM:** Tara Vasicek, City Administrator   
**RE:** Allo Franchise Agreement

### **RECOMMENDATION:**

Recommend approving the franchise agreement with Allo Communications.

### **DISCUSSION:**

The community is in need of another internet, telephone and TV provider. Allo has grown significantly over the past several years and is hoping to include Columbus as a community they serve. They have recently expanded to Hastings, Fremont and Norfolk.

Allo representatives, the City Attorney and I have been negotiating the terms of a franchise agreement for the past few months. It is substantially similar to the agreements Allo has in other communities.

If approved, Allo has stated they would like to start construction/build-out in the Spring of 2021. Allo representatives will be available at the meeting to answer any questions you have about their construction and service availability schedules.

## FRANCHISE AGREEMENT

**This Franchise Agreement ("Franchise")** is between the City of Columbus, Nebraska, hereinafter referred to as the "Grantor" and ALLO Communications, LLC, a Nebraska limited liability company, hereinafter referred to as the "Grantee."

**WHEREAS**, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

**WHEREAS**, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

**WHEREAS**, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

*NOW, THEREFORE, the Grantor and Grantee agree as follows:*

### SECTION 1 Definition of Terms

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Applicable Law" means any common law and any federal, municipal, state, regional, local or bylaw, rule, statute, ordinance, order or regulation.
- B. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- C. "Board/Council" shall mean the governing body of the Grantor.
- D. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- E. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.

- F. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- G. "Gross Revenue" means any and all revenue, as determined in accordance with generally accepted accounting principles and Applicable Law, received by Grantee from Cable System to provide Cable Services in the Service Area; provided, however, that such phrase shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency to a government agency, including any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- H. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- I. "Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- J. "State" shall mean the State of Nebraska.
- K. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- L. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

**SECTION 2**  
**Grant of Franchise**

2.1 **Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law. The Grantor reserves the right to grant a similar use of said Streets, public ways, and public places to other

qualified persons/entities at any time during the period of this Franchise and as long as this granting is done pursuant to Applicable Law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, unless revoked or terminated sooner as herein provided. The Franchise commences on the Effective Date of this Franchise as set forth in Section 15.10. This Agreement shall not be automatically renewed and any extension shall be negotiated with the Grantor; provided at any time after the seven (7) year anniversary date of the Effective Date, Grantee shall have the right to request Grantor and Grantee enter into negotiations to renew the Franchise. If Grantee makes such request, the parties will then proceed under the federal Cable Act renewal procedures.

**2.3 Police Powers and Conflicts with Franchise.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

**2.4 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the Streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

### **SECTION 3** **Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

### **SECTION 4** **Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officials, officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, suits, losses, claims, demands, judgments, costs, attorney fees, and/or out of pocket expenses arising out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section.

In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

**4.2 Insurance.**

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

|                                      |  |
|--------------------------------------|--|
| Workers' Compensation                | Statutory Limits   |
| Commercial General Liability         | \$2,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate |
| Auto Liability including coverage on | \$2,000,000 per occurrence C.S.L. all owned, non-owned hired autos                       |
| Umbrella Liability                   | \$5,000,000 per occurrence C.S.L.  |

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage.

**SECTION 5**  
**Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age, disability or sex.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

**SECTION 6**  
**Service Availability**

**6.1 Service Area.** The Grantee shall make Cable Service distributed over the Cable System

available to every residence within the Service Area where there is a minimum density of at least thirty (30) residences per linear strand mile of cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty-five (125) feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee or to any area which is financially or technically infeasible. Grantee at its discretion may make Cable Service available to businesses within the Service Area. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions. Upon the annexation of any additional land area by the Grantor, the annexed area shall become part of the Service Area and subject to the terms of this Agreement; and, the Grantee's rights and duties under this agreement shall be deemed to include such annexed land; provided Grantor shall provide Grantee a reasonable time to extend its facilities to the annexed Service Area and any such extension shall be subject to the terms of this Section 6.1, including, Grantee's right to refuse to extend into the annexed Service Area if Grantee determines the extension is financially or technically infeasible, however, Grantor shall have the right to require Grantee to meet with Grantee to discuss Grantee's determination that such extension was financially or technically infeasible.

**6.2 Annexation of Territory Which is Already Being Served by Grantee.** The Grantor shall promptly provide written notice to the Grantee of this annexation of any territory which is being provided Cable Service by Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the address that will be moved into the Service Area in and Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the address set for in Section 15.5.. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this Section 6.2.

**6.3 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non- standard

installation charges to extend the Cable System from the tap to the residence.

## **SECTION 7** **Construction and Technical Standards**

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

**7.2 Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

**7.5 Performance Monitoring.** Grantee shall test the Cable System consistent with the FCC regulations.

## **SECTION 8** **Conditions on Street Occupancy**

**8.1 General Conditions.** No Street or right of way shall be used by Grantee if the Grantor, in its sole opinion, determines in accordance with Applicable Law that such use is inconsistent with the terms, conditions or provisions by which such Street or right of way was created or dedicated, or presently used under Applicable Laws. As further required in Section 8.3, prior to any construction, maintenance, or repair, and/or any distributing of the streets and/or right-away, Grantee shall first acquire any and all right of way permits that are now required by Grantor or which may be required in the future. Additionally, the use of poles, conduits, and other facilities belonging to the Grantor or other third parties, or the erection or construction of new pole or conduits, shall be governed by a separate Pole Use Agreement with the appropriate entities and/or utilities. Grantee shall only be allowed to use existing poles, conduits, and other facilities owned by the Grantor when there is adequate room available and when it has been determined that said pole, conduit, or facility can structurally hold the additional load. If poles, conduits, or other facilities are installed on public property by the Grantee, then assuming adequate space or room exists, as such determination regarding adequate room or space is made by Grantee in its sole and absolute discretion, the Grantor shall have the right to make additional use, for any public or municipal purpose, of any of said poles, conduits, or facilities controlled or maintained exclusively by or for Grantee in any street or on any public property, provided such use by Grantor does not interfere with use by Grantee.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities under ground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees (including annual right-of-way fees) required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise. Grantee shall give Grantor notice of proposed construction in and Street and other public ways at least ten (10) days prior to such construction so as to coordinate all work between Grantee and Grantor after Grantor has acquired all required permits.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed in accordance with industry standards at the time of construction and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel or visibility on such public way, and Grantee shall use reasonable efforts designed to ensure such placement does not interfere with the adjoining property owners, or with the other utilities which may be located in the right of way.

**8.5 Good Order and Repair.** Grantee shall use reasonable efforts designed to ensure all structures and all lines, equipment and connection in, over, under, and upon the Streets, sidewalks, alleys, and public ways or places of the Service Area wherever situated or located shall at all times be kept and maintained, operated in a safe, suitable conditions and in good order and repair and at all times in compliance with all applicable safety codes and in accordance with Applicable Law and applicable industry standards in effect from time to time.

**8.6 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the public way, street, or paved area as a result of its operation, construction, or

maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance. Any excavation or repair of a Street or public roadway shall be performed in accordance with applicable provisions of Applicable Law.

**8.7 Removal in Emergency.** Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

**8.8 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities. All trimming is to be done at the expense of the Grantee, who shall make every effort to preserve the aesthetic beauty and viability of any trees trimmed. Grantee may contract for such services; however, any firm or individual so retained shall be required to receive Grantor's approval (such approval not to be unreasonably withheld, conditioned, or delayed), be subject to all Applicable Laws provisions regarding tree trimming, and have a City business license prior to commencing such activity.

**8.9 Relocation for the Grantor.** Nothing in this Agreement shall prevent the Grantor from constructing, maintaining, repairing or relocating and/or altering any street; constructing, laying down, repairing, maintaining or relocating any water mains; or, constructing maintaining, relocating, or repairing any sidewalk or other public work. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

**8.10 Building Moving By Third Party.** Grantee, on the request of any person holding a valid building moving permit and provided Grantee is provided reasonable access to the building and surrounding area and receives reasonable cooperation from the holder of the building permit, shall temporarily raise or lower its wires to permit the moving of said building. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Grantee has that the authority to require such payment in advance. Grantee shall be given at least five (5) working days advance notice of removal or change, unless a different notice timeframe is provided for in Applicable Law or if the need is because of a declared emergency or involves inadequate clearance by the Grantee's facilities.

**8.11 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is give reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.12 Reimbursement of Costs.** If funds are available to any Person using the Streets for the

purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.13 Emergency Use.** If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

## **SECTION 9** **Service and Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time. Subject to Section 15.1 hereof, Grantee shall respond to subscriber complaints in accordance with its subscriber complaint procedures in effect from time to time but any such response shall be no later than three (3) business days after a complaint is made.

**9.2 Maps and Records of System.** Grantee shall keep accurate 'as-built' maps and records of all its facilities which have been compiled in accordance with Grantee's processes and procedures related to such maps and records (it being understood that the maps and records shall not include any information related to Grantee's drops located within the Service Area). Upon request, Grantee shall furnish un-redacted copies of such maps and records of all its facilities as they are in existence as of the date of such request. The maps and records shall be updated periodically, in accordance with Grantee's standard procedures as they are in effect from time to time. In the event Grantee provides maps and records to Grantor the maps and records shall be held in confidence by Grantor.

**9.3 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

**9.4 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

**9.5 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.1 of this Franchise.

## **SECTION 10** **Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue or at such other higher rate as may be otherwise become set in accordance with Applicable Law. Prior to any new rate becoming effective, Grantor shall provide reasonable prior written notice of the rate change to Grantee. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

## **SECTION 11** **Transfer of Franchise**

**11.1 Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee.

## **SECTION 12** **Records, Reports and Maps**

**12.1 Reports Required.** The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

### **12.2 Records Required.**

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.

- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

**12.3 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

### **SECTION 13**

#### **Public Education and Government (PEG) and Local Access**

**13.1 PEG Access.** Grantee shall provide two channels on the Cable System for use by the Grantor non-commercial, video programming for public, education and government ("PEG") access programming. One of the channels shall be an Educational channel for the use by the Columbus public schools, and the other channel shall be either a Government or Public Access channel for use by the Grantor. The Grantor shall have responsibility for programming content for both PEG channels. The PEG channels shall be included on all tiers of service available to Subscribers.

### **SECTION 14**

#### **Enforcement or Revocation**

**14.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

**14.2 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

**14.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the

Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.5 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

**14.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

**14.5 Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.

- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

**SECTION 15**  
**Miscellaneous Provisions**

**15.1 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, pandemics, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**15.2 Minor Violations.** The parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**15.3 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**15.4 Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

**15.5 Notices.** Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide

thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Columbus, Nebraska  
Attn: City Administrator  
PO Box 1677  
Columbus, NE 68602

Grantee: ALLO Communications LLC  
Attn: President  
330 S. 21<sup>st</sup> Street  
Lincoln, NE 68510

Copy to: ALLO Communications LLC  
Attn: Legal Department  
121 S. 13<sup>th</sup> Street, Suite 100  
Lincoln, NE 68508

**15.6 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

**15.6.1** Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.6 above.

**15.7 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**15.8 Entire Agreement.** This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**15.9 Administration of Franchise.** This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein.

Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

**15.10 Effective Date.** The Franchise granted herein will take effect and be in full force from such date of the approval of this Agreement by the City Council and Mayor of the Grantor. This Franchise shall expire on \_\_\_\_\_, \_\_\_\_\_, unless extended in accordance with Section 2.2 of the Franchise or by the mutual of the parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

**15.11 Public Service.** The Grantee shall furnish at no cost, upon request, one outlet and one converter for each public-school building, municipal office building, public library fire station, and court house within 250 feet of the Grantee's cable system. Basic cable service and the next additional service tier shall be provided at no cost. An initial connection will be made at no charge with additional connections to be made for the cost of time and materials only.

**15.12 Governing Law.** This Franchise shall be governed by be governed by and construed in accordance with the laws of the State of Nebraska without regard to conflicts of law rules.

Considered and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

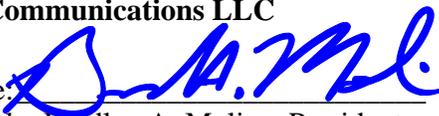
**City of Columbus, Nebraska**

Signature: \_\_\_\_\_  
Name/Title: James B. Bulkley, Mayor

Date: \_\_\_\_\_

Accepted this 16<sup>th</sup> day of February, 2021, subject to applicable federal, State and local law.

**ALLO Communications LLC**

Signature:   
Name/Title :Bradley A. Moline, President

Date: 2-16-21

14.C. Resolution No. R21-36 approving agreement with B2 Environmental, Inc. in the amount of \$91,163 for hazardous material abatement for the community building project.

**RESOLUTION NO. R21- 36**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH B2 ENVIRONMENTAL, INC. IN THE LUMP SUM AMOUNT OF \$91,163 FOR LIBRARY HAZARDOUS MATERIAL ABATEMENT SERVICES, 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, B2 Environmental provided the Library and City Hall Hazardous Material Abatement Reports.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with B2 Environmental in the lump sum amount of \$91,163 for Library Hazardous Material Abatement Services, 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

# AGREEMENT

**THIS AGREEMENT** (herein referred to as the "Agreement") is made as of the dates set forth below, by and between B2 Environmental, Inc., a corporation organized in the State of Nebraska (herein referred to as "B2E") and The City of Columbus, Nebraska, a municipal corporation in the State of Nebraska (herein referred to as "Client").

The Parties herein agree and stipulate as follows:

1. **General Services/Tasks to be Provided by B2E:** B2E shall provide to Client hazardous material abatement at the following site: 2504 14<sup>th</sup> Street (Client's Library). Specifically, B2E shall provide the following services and/or tasks:
  - i. Those services and/or tasks which are listed in the "Cost Estimate Request" document and which references a "Asbestos Containing Material" document. Both of said documents are attached hereto, and incorporated herein by this reference, as Exhibit A.
2. **General Terms and Condition:** The general terms and conditions of this Agreement shall be those as set forth in the "General Terms and Conditions" document which is attached hereto, and incorporated herein by this reference, as Exhibit B.
3. **Compensation:** Compensation for B2E shall be, and not exceed, the amounts set forth in the "Cost Estimate Request" document of Exhibit A. Compensation shall be paid by Client as is set forth in Exhibit B.

**IN WITNESS WHEREOF**, the parties have signed this Agreement below to be effective as written above.

Executed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by B2 Environmental, Inc:

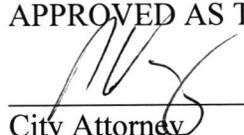
\_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_

Executed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the City of Columbus, Nebraska:

\_\_\_\_\_  
James B. Bulkley  
Mayor

APPROVED AS TO FORM:

ATTEST

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

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

**“Exhibit A”**

**“Cost Estimate Request” and  
“Asbestos Containing Material’ document**



B2 ENVIRONMENTAL

B2Environmental.com

**COST ESTIMATE REQUEST**

**PROJECT LOCATION:**

**Address:** 2504 14<sup>th</sup> Street - City Library

**City:** Columbus      **State:** NE      **Zip:** 68601      **Project Name:** Hazardous Material Abatement

**Contact Name:** Brock Flowers      **Project Contact Number:** 402-990-4781

**WORK TASKS REQUIRED:**

- Task 1)** Asbestos Abatement - ABC Abatement Company will provide Asbestos Abatement services in general accordance with applicable federal, state, and local rules and regulations. Asbestos Containing Materials (ACM) to be abated is attached.
- Task 2)** B2 Environmental will dispose of hazardous materials to include fluorescent bulbs/tubes, potential PCB containing light ballast thermostats/thermometers, spent batteries in exit signs and potential ozone depleting substances in HVAC units and refrigerators..

*B2E is a certified small business and a women business entity (WBE)*

**PRICING:**

- Tasks 1  \$73,713 (lump sum)  
Tasks 2  \$18,450 (lump sum)



## B2 ENVIRONMENTAL

| MATERIAL  | LOCATION   | HOMOGENEOUS AREAS | QUANTITY <sup>(1)</sup>   |
|---|--|-------------------|---------------------------|
| 12"x12" floor tile (tan/brown streaks) and mastic (black) | 2 <sup>nd</sup> floor - room 211   | HA2-1,2           | 265 sf                    |
| 9"x9" floor tile (tan/black streaks) and mastic (black)   | Basement - west building throughout<br>1 <sup>st</sup> floor - room 115, janitor's closet<br>2 <sup>nd</sup> floor - auditorium closet and stage | HA11-1,2          | 4,700 sf                  |
| Textured ceiling material (heavy)                         | Basement - north elevator room<br>1 <sup>st</sup> floor - room 101   | HA12-1,2,3        | 3,250 sf                  |
| 12"x12" floor tile (light tan) and mastic (black)         | 1 <sup>st</sup> floor - northwest vestibule  | HA14-1,2          | 75 sf                     |
| 9"x9" floor tile (red) and mastic (black)                 | 1 <sup>st</sup> floor - room 120   | HA17-1,2          | 50 sf                     |
| Textured ceiling material (tan/light)                     | Basement - room B01, B04   | HA20-1,2          | 1,250 sf                  |
| ≤6" O.D. pipe fitting (fiberglass)                        | West building throughout   | HA21-1,2,3        | 100 mf                    |
| 12"x12" floor tile (red) and mastic (black)               | Basement - art gallery (2 <sup>nd</sup> layer)   | HA24-1,2          | 1,750 sf                  |
| 12"x12" floor tile (tan)                                  | Basement - art gallery (2 <sup>nd</sup> layer)   | HA25-1,2          | 1,750 sf                  |
| 9"x9" floor tile (gray) and mastic (black)                | Basement - mechanical room   | HA30-1,2          | 50 sf                     |
| ≤6" O.D. pipe insulation (mag)                            | East building throughout   | HA31-1,2,3        | 400 lf                    |
| ≤6" O.D. pipe insulation fitting (mag)                    | East building throughout   | HA32-1,2,3        | 125 mf                    |
| ≤6" O.D. pipe insulation (millboard)                      | East building throughout   | HA33-1,2,3        | 150 lf                    |
| ≤6" O.D. pipe insulation fitting (millboard)              | East building throughout   | HA34-1,2,3        | 35 mf                     |
| Window glazing (tan)                                      | Exterior windows   | HA39-1,2          | 5 sf/window<br>29 windows |



**Exhibit B**

**“General Terms and Conditions” document**

## GENERAL TERMS AND CONDITIONS

1. INTENTIONALLY OMITTED.

2. INTENTIONALLY OMITTED.

3. **STANDARD OF CARE** B2E's Work shall be performed in accordance with generally accepted industry principles and practices consistent with a level of care and skill ordinarily practiced by members of its profession currently providing similar work under similar circumstances at the time the Work was performed. B2E represents that it has the expertise, experience, and resources to perform the requested Work.

4. **WARRANTY** B2E warrants that all materials are and will be free from defects and the Work will be performed in a good and workmanlike manner conforming strictly to the specifications, drawings or samples specified or furnished.

5. **PAYMENT FOR WORK** Client shall pay B2E in accordance with the Contract Document. B2E shall submit invoices to Client for approval. Payment of invoices will be made by Client to B2E for approved Work upon receipt.

In each request for payment, B2E shall certify that such request for payment represents a just estimate of costs reimbursable to B2E under the terms of this Agreement and shall also certify (i) that there are no known mechanics' or materialmen's liens outstanding at the date of the invoice, (ii) that all due and payable bills with respect to the work have been paid to date or are included in the amount requested in the current application, (iii) that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the work, and (iv) that waivers from all Subcontractors and materialmen have been obtained in such form as to constitute an effective waiver of lien under the laws of the State of Nebraska.

Records of B2E's expenses and hours pertaining to the work shall be kept in accordance with generally accepted accounting principles, which principles shall be consistently applied. Said records shall be available to Client or its authorized representative for inspection and copying during regular business hours.

6. **INSURANCE** B2E shall maintain in force at all times the following insurance to protect Client from risk of loss. Insurance shall be placed with insurers with an A.M. Best rating of A-VIII or better and a certificate of insurance shall be provided to Client prior to the commencement of the Work. Such certificate shall provide for a thirty (30) day written notice of cancellation and shall name Client as an additional insured on all policies except professional liability and workers' compensation. The policies shall be primary and non-contributory from Client, contain an appropriate separation of insureds/cross-liability clause. They shall be written on a true occurrence form except for the professional and pollution liability policies which may be claims-made. B2E shall renew claims-made policies for three additional years, or purchase an extended three-year reporting period. The policies shall include coverage for contractual liability and contain "action-over" coverage with respect to claims by employees. Such insurance shall be written for not less than the following limits:

- a. Workers' Compensation (statutory)
- |                           |            |
|---------------------------|------------|
| Employer's Liability      |            |
| ▪ Each accident           | \$ 500,000 |
| ▪ Disease – Each Employee | \$ 500,000 |
| ▪ Disease – Policy Limit  | \$ 500,000 |
- b. Commercial General Liability
- |   |             |
|---|-------------|
| ▪ Each Occurrence                             | \$1,000,000 |
| ▪ Personal and Advertising Injury             | \$1,000,000 |
| ▪ General Aggregate                           | \$2,000,000 |
| ▪ Products and Completed Operations Aggregate | \$2,000,000 |
- c. Commercial Automobile Liability
- |                         |             |
|-------------------------|-------------|
| ▪ Combined Single Limit | \$1,000,000 |
|-------------------------|-------------|

d. Errors and Omissions / Professional Liability (Applicable when B2E performs professional services.)

- Each Claim \$1,000,000
- Annual Aggregate \$1,000,000

e. Contractor's Pollution Liability

(Applicable when B2E performs work near hazardous substances or pollutants.)

- Each Claim \$1,000,000
- Annual Aggregate \$1,000,000

**7. SAFETY** B2E shall be solely responsible for all matters relating to the safety of their personnel, equipment, and materials to be used in the performance of the Work. B2E shall properly make safe the area in which the Work is to be performed to prevent all injuries. B2E shall comply with all safety directions of B2E including B2E's site Health and Safety Plan (HASP), with all safety rules and requirements of Client, and with any and all provisions of any law, ordinance, rule or regulation relating to safety. B2E shall coordinate its safety requirements with Client, in accordance with the following order: B2E's HASP is the primary document which defines safety requirements for the Work. When Client safety rules and requirements are applicable, they take priority over B2E's HASP. If there is no HASP available or the HASP and/or Client safety rules and requirements do not adequately address particular hazards relevant to B2E, B2E shall develop and implement safety programs appropriate for such hazards and regulatory requirements.

**8. REPORTS AND RESULTS** All reports prepared under this Agreement shall be submitted for approval through B2E. B2E shall have unrestricted ownership of documents, including the right to use the documents for its own performance. Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that Client shall have the right to assign this Agreement and the documents and/or reports referenced therein, if required, to a lender for the purpose of obtaining financing for the construction and/or completion of the project, and B2E agrees to (i) acknowledge such assignment allowing the lender, in the event of default, to rely upon this Agreement and such documents and/or reports, and (ii) acknowledge, where true, that Client is in good standing pursuant to this Agreement

**9. LIEN WAIVER** B2E's final invoice, when required by Client, shall be accompanied by B2E's sworn statement indicating that all indebtedness under this Agreement has been paid along with lien waivers from any Subcontractor, its suppliers and any other person or entity for whom B2E may be legally responsible. Client may require partial lien waivers for any progress billings along with a sworn list of Subcontractors and suppliers.

**10. COMPLETION OF WORK** Client shall not be liable to B2E for direct or indirect costs or lost profits due to delays for any cause. B2E acknowledges that time is of the essence in the performance of the Work. If B2E fails to perform the Work by the completion date or causes a delay which results in any liability, loss or damage to Client, B2E shall indemnify Client from any and all such liabilities, losses or damages including liquidated damages and attorney's fees.

**11. TERMINATION** Client may terminate this Agreement by sending two (2) days written notice to B2E. Following written notice of termination, B2E shall cease to perform the Work and forward all documents of Work performed to Client. Upon termination, B2E shall be entitled to receive payment for the portion of the Work accepted by Client, completed to the date of notice.

**12. INDEMNIFICATION** To the fullest extent permitted by law, B2E agrees to defend, indemnify, and hold harmless Client from and against all claims, demands, liens, lawsuits, and liabilities of every kind and nature including court costs, expenses and reasonable attorney's fees arising out of or related to the actions, errors, or omissions of B2E and any other person or entity that B2E may be legally responsible for in the performance of the Work.

**13. INDEPENDENT CONTRACTOR** B2E agrees that it is an independent contractor and not an employee, agent, partner or joint venturer of Client. B2E, its employees, and agents are not eligible to participate in any of Client's employee benefits or similar programs. B2E represents it is not currently bound by any other employment contract, restriction, or obligation which in any way interferes or is inconsistent with the Work. B2E will not assume any such obligations or restrictions during the term of this Agreement.

**14. CONFIDENTIALITY** All findings, data, information, reports, and all terms of this Agreement are confidential and shall not be disclosed by B2E in any manner whatsoever except to Client or at the express written direction of Client.

**15. INTENTIONALLY OMITTED.**

**16. ASSIGNMENT** B2E shall not assign, or transfer its benefits, rights, obligations, or interest in this Agreement without the written consent of Client.

**17. COMPLIANCE WITH LAWS** B2E agrees to comply with all applicable statutes, rules and regulations concerning the performance of the Work, including the processing, handling, and disposal of all hazardous materials governed by law or regulation. If compliance requires regulatory notification or reporting, B2E shall notify Client in writing prior to initiating such activity.

**18. EEO, SMALL AND MINORITY BUSINESS** B2E confirms that it is either in compliance with all applicable federal, state, and local laws, regulations and directives regarding nondiscrimination in employment, or exempt from such laws. If B2E is a minority or small business it certifies that it meets the criteria established by law for this designation.

**19. GENERAL PROVISIONS** The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this contract shall not be affected.

This Contract Document represents the entire understanding between the parties relating to the described Work and supersedes any and all prior contracts whether written or oral.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by Client of any default by B2E in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by B2E of this Agreement and that any such breach by B2E will cause Client irreparable injury and damage. Accordingly B2E agrees that Client shall be entitled, without waiving any additional rights or remedies otherwise available to Client at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by B2E.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska without regards to any conflict of laws statute or principal. B2E agrees that any dispute related to this Agreement or the actions contemplated herein shall be exclusively heard in the state and federal courts located in ~~Hall~~ **Platte** County, Nebraska, and further agrees that said courts are convenient and appropriate forums for this purpose.

**20. ATTORNEY'S FEES** In the event that either party hereto institutes a legal action to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to be awarded reasonable attorneys' fees incurred in such action.

**21. WAIVER OF TRIAL BY JURY** THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT AND/OR THIS ADDENDUM.

The City of **Columbus**

**MEMORANDUM**

**DATE:** February 22, 2021  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Library Hazardous Material Abatement Agreement

**RECOMMENDATION:**

I recommend approval of the Resolution and Agreement with B2 Environmental for Library Hazardous Material Abatement

**DISCUSSION:**

B2 Environmental was selected and provided the Hazardous Material Abatement Report for both the Library and City Hall. The abatement work is broken up into two tasks:

Task 1: ABC Abatement Company, subcontractor, providing asbestos abatement. Work cannot begin until Library removal is complete and people are out of the building. It is estimated the start date is March 22<sup>nd</sup>.

Task 2: B2 Environmental, dispose of hazardous materials, besides Task 1 asbestos, including potential PCB ballasts, fluorescent bulbs/tubes, thermostats/thermometers, spent batteries, potential ozone depleting substances, and hydraulic fluids. Work may be able to begin concurrent with Library movers if an area is clear. Potential start date for this work may begin March 15<sup>th</sup>.

Task 1 and 2 is estimated to be complete 5 ½ to 6 weeks from the start date.

**FISCAL IMPACT:**

Task 1: \$73,713 and Task 2: \$18,450 for a combined fee amount of \$91,163. Part of CIP20-30 in the amount of \$9,000,000.

**ALTERNATIVE:**

None

**SIGNATURE:**

By: Richard J. Bogus

Approved By: Tara Vasicek

14.D. Resolution No. R21-37 authorizing discontinuance of COVID-19 waiver requirement for use of municipal owned property and facilities.

# DRAFT

## RESOLUTION NO. R21-37

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO NO LONGER REQUIRE EXECUTION AND SUBMISSION OF COVID-19 WAIVERS FOR THE USE OF MUNICIPAL OWNED PROPERTY AND FACILITIES; 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 THEREWITH.

WHEREAS, on June 1, 2020, the city passed Resolution Nos. R20-54 and R20-55 and said resolutions required individuals, entities, and groups desiring to use municipal property and facilities for gatherings and activities to sign an agreement, or amendments thereto, setting forth particular requirements for the use of said municipal property and facilities in relation to COVID-19; and

WHEREAS, said resolutions, and the requirements they contained therein, were enacted in response to and in addition to the Directed Health Measures being put out by the state to address the growing uncertainty during the time of the COVID-19 pandemic; and

WHEREAS, as part of those agreements those individuals, entities, and groups desiring to use municipal property and facilities were to sign and collect from participants a COVID-19: Participants Agreement/Waiver for Sports or Other Recreational Activities; and

WHEREAS, while Directed Health Measures are still in place at this time they are scaled back from what they were during the summer of 2020 when Resolution Nos. R20-54 and R20-55 were adopted; and

WHEREAS, the city no longer desires to require those individuals, entities, and groups wanting to use municipal property and facilities to submit and collect executed COVID-19: Participants Agreement/Waiver for Sports or Other Recreational Activities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the city will no longer require execution and submission of COVID-19 Waivers for use of municipal property and facilities and the mayor is hereby authorized, directed, and empowered to execute this resolution 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 \_\_\_\_\_, 2021.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM BY:

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CITY ATTORNEY

The City of **Columbus**

**MEMORANDUM**

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**DATE:** February 25, 2021  
**TO:** Mayor and City Council  
**FROM:** Douglas A. Moore, Public Property Director  
**SUBJECT:** Discontinue COVID 19 waivers

**RECOMMENDATION:** Staff recommends to the City Council that the resolutions R20-54 and R20-55 requiring any individual, group or organization reserving city facilities must sign COVID 19 waivers be discontinued for 2021

**DISCUSSION:** Staff has contacted the cities of Grand Island, Kearney, Norfolk, York, Fremont and North Platte along with numerous local organizations that travel to other communities for competitions and we have found no other communities that will be requiring COVID 19 waivers in 2021.

**FISCAL IMPACT:** Less labor costs

**ALTERNATIVE:** Continue requiring COVID 19 waivers

**CONCURRENCE:** Betsy Eckhardt, Park and Recreation Coordinator

**SIGNATURE:**

Approved By:   
Douglas Moore, Public Property Director

Approved By:   
Tara Vasicek, City Administrator

14.E. Resolution No. R21-38 approving amendment to and assignment of purchase agreement with Jackson Services, Inc. to Jay James Jackson and Kathleen Marie Jackson for purchase of city-owned property located at 10 Street and 30 Avenue.

**RESOLUTION NO. R21-38**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AMENDMENT TO AND ASSIGNMENT OF THE PURCHASE AGREEMENT WITH JACKSON SERVICES, INC., TO JAY JAMES JACKSON AND KATHLEEN MARIE JACKSON, A COPY OF SAID AGREEMENT 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 previously agreed to sell to Jackson Services, Inc., the real property which houses its impound lot and is more legally described as follows:

A tract of land located in Part of Outlot 6 and in Part of Outlot 5, Original City of Columbus, Platte County, Nebraska, more particularly described as follows:

Beginning at the southeast corner of Outlot 6, Original City of Columbus, Platte County, Nebraska and assuming the east line of said Outlot 6 to have a bearing of S 00°31'25" E; thence S 88°19'09" W and on the south line said Outlot 6, 177.89 feet; thence S 00°39'44" E, 145.84 feet; thence N 88°16'36" E, 6.99 feet; thence S 00°35'41" E, 99.26 feet; thence S 88°48'51" W, 170.41 to a point on the west line of 30th Avenue; thence S 00°31'25" E and on said west line 9.93 feet to the northeast corner Lot 1 Rickly's Subdivision to the City of Columbus, Platte County, Nebraska; thence S 88°50'22" W, and on north line said Rickly's Subdivision, 150.64 feet; thence S 88°59'04" W and on said north line, 186.21 feet; thence N 02°00'57" W, 252.94 feet to a point on the south line said Outlot 6; thence S 88°19'09" W and on said south line, 89.97 feet; thence N 00°25'07" W, 242.79 feet to a point on the south right of Way line 10th Street; thence S 86°17'03" E and on said south line, 327.80 feet; thence S 68°54'21" E and on said south line, 114.07 feet to a point on the east line said Outlot 6; thence S 00°31'55" E and on said east line, 163.42 feet to the Point of Beginning containing 3.13 acres more or less.

WHEREAS, Jackson Services, Inc., would now like to have said real property transferred into the name of Jay James Jackson and Kathleen Marie Jackson, otherwise all other terms will remain the same; and

WHEREAS, to accomplish this the Purchase Agreement needs to be amended to allow for that assignment and a copy of the proposed "Amendment to and Assignment of Purchase Agreement" is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Amendment to and Assignment of Purchase Agreement, with Jackson Services, Inc., and Jay James Jackson and Kathleen Marie Jackson, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is hereby authorized, directed, and empowered to 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM BY:

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

## AMENDMENT TO AND ASSIGNMENT OF PURCHASE AGREEMENT

This "Amendment to and Assignment of Purchase Agreement" is made and entered into this 1st day of March, 2021, by and between City of Columbus, a municipal corporation of the State of Nebraska, 2424 14<sup>th</sup> Street, Columbus, Nebraska 68601 (hereinafter referred to as "SELLER"), Jackson Services, Inc., located at 981 33<sup>rd</sup> Avenue, PO Box 706, Columbus, NE 68601 (hereinafter referred to as the "BUYER"), and Jay James Jackson and Kathleen Marie Jackson (hereinafter referred to as the "ASSIGNEES")

### **IT IS AGREED AND STIPULATED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1. Underlying Purchase Agreement.** On or about the 16<sup>th</sup> day of November 2020, SELLER and BUYER entered into an Purchase Agreement wherein Seller would sell and Buyer would buy the real property legally described as follow:

A tract of land located in Part of Outlot 6 and in Part of Outlot 5, Original City of Columbus, Platte County, Nebraska, more particularly described as follows:

Beginning at the southeast corner of Outlot 6, Original City of Columbus, Platte County, Nebraska and assuming the east line of said Outlot 6 to have a bearing of S 00°31'25" E; thence S 88°19'09" W and on the south line said Outlot 6, 177.89 feet; thence S 00°39'44" E, 145.84 feet; thence N 88°16'36" E, 6.99 feet; thence S 00°35'41" E, 99.26 feet; thence S 88°48'51" W, 170.41 to a point on the west line of 30th Avenue; thence S 00°31'25" E and on said west line 9.93 feet to the northeast corner Lot 1 Rickly's Subdivision to the City of Columbus, Platte County, Nebraska; thence S 88°50'22" W, and on north line said Rickly's Subdivision, 150.64 feet; thence S 88°59'04" W and on said north line, 186.21 feet; thence N 02°00'57" W, 252.94 feet to a point on the south line said Outlot 6; thence S 88°19'09" W and on said south line, 89.97 feet; thence N 00°25'07" W, 242.79 feet to a point on the south right of Way line 10th Street; thence S 86°17'03" E and on said south line, 327.80 feet; thence S 68°54'21" E and on said south line, 114.07 feet to a point on the east line said Outlot 6; thence S 00°31'55" E and on said east line, 163.42 feet to the Point of Beginning containing 3.13 acres more or less.

Buyer was to pay the sum of One Hundred Ten Thousand Five Hundred Fifty Four Dollars and Zero Cents (\$110,554.00). Closing is scheduled for March 2, 2021.

**2. Amendment and Assignment.** At the closing of this Purchase Agreement BUYER now desires and has elected to have the full title of, and all interests in, the real property in question directly transferred to ASSIGNEES at closing. Therefore, BUYER hereby assigns and transfers its rights and obligations set forth in the Purchase Agreement. SELLER has no objection to this amendment and assignment.

**3. Effective Date of this Amendment and Assignment** This Amendment to and Assignment of Purchase Agreement is effective immediately upon the final signature of all parties.

**4. All other Terms and Conditions of the Purchase Agreement.** All parties agree that any and all other terms and conditions of the Purchase Agreement not herein expressly amended or altered by this Amendment and Assignment shall remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the SELLER executed this Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021:

City of Columbus:

\_\_\_\_\_  
By: James B. Bulkley, as Mayor of and  
on behalf of the City of Columbus

ATTEST:

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

APPROVED AS TO FORM:

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

IN WITNESS WHEREOF, the BUYER has executed this Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021:

Jackson Services, Inc.:

\_\_\_\_\_  
By: Jesse Jackson, as president of and  
on behalf of Jackson Services, Inc.

IN WITNESS WHEREOF, the ASSIGNEES has executed this Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021:

\_\_\_\_\_  
Jay James Jackson

\_\_\_\_\_  
Kathleen Marie Jackson

STATE OF NEBRASKA        )  
  )ss.  
COUNTY OF PLATTE        )

Before me, a notary public, qualified for said county, personally came James B. Bulkley, as Mayor of and on behalf of the City of Columbus, a Municipal Corporation, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA        )  
  )ss.  
COUNTY OF PLATTE        )

Before me, a notary public, qualified for said county, personally came Jesse Jackson, as president of and on behalf of Jackson Services, Inc., known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA        )  
  )ss.  
COUNTY OF PLATTE        )

Before me, a notary public, qualified for said county, personally came Je Jay James Jackson, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA        )  
  )ss.  
COUNTY OF PLATTE        )

Before me, a notary public, qualified for said county, personally came Kathleen Marie Jackson known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

**15. ORDINANCES ON FIRST READING**

- 15.A. Ordinance No. 21-08 authorizing issuance of sales tax bond anticipation notes in an amount not to exceed \$10,000,000 for community building project.

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**CITY OF COLUMBUS, NEBRASKA**

**ORDINANCE NO. 21- 08**

**PASSED AND APPROVED MARCH 1, 2021**

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**AUTHORIZING  
NOT TO EXCEED  
\$10,000,000**

**SALES TAX BOND ANTICIPATION NOTES  
(COMMUNITY BUILDING PROJECT)  
SERIES 2021**

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**CITY OF COLUMBUS, NEBRASKA**

**ORDINANCE NO. 21-\_\_\_\_**

**AN ORDINANCE OF THE CITY OF COLUMBUS, NEBRASKA AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$10,000,000 PRINCIPAL AMOUNT OF SALES TAX REVENUE BOND ANTICIPATION NOTES (COMMUNITY BUILDING PROJECT), SERIES 2021, OF THE CITY FOR THE PURPOSE OF PAYING COSTS OF CONSTRUCTING A COMMUNITY BUILDING OF THE CITY; PRESCRIBING THE FORM AND DETAILS OF THE NOTES AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

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**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS FOLLOWS:**

**FINDINGS AND DETERMINATIONS**

The Mayor and City Council (the **“Council”**) of the City of Columbus, Nebraska (the **“City”**), hereby find and determine that:

**1.** Pursuant to Sections 16-6,100 and 77-27,142, Reissue Revised Statutes of Nebraska, as amended, the Mayor and Council have the authority, upon a majority vote of electors voting at a general or special election, to issue negotiable bonds of the City payable from sales and use tax revenues for a community building to include A library, children’s museum, art gallery and community room.

**2.** The City currently levies a sales and use tax (the **“Special Tax”**) in the amount of one-half percent (0.50%) upon the same transactions within the City on which the State of Nebraska is authorized to impose a tax pursuant to the Local Option Revenue Act (Sections 77-27,142 to 77-27,148, inclusive, Reissue Revised Statutes of Nebraska, as amended, the **“Revenue Act”**). The Special Tax was approved by the voters of the City at an election held on May 10, 2016 to be used as a funding mechanism and expended only for capital building projects to include a library/cultural arts center and police and fire facilities (together, the **“Special Tax Projects”**). The Special Tax shall continue until the later of (a) completion of such projects, (b) voter rejection of bond elections for such projects, or (c) the date on which there are no outstanding and unpaid bonds for which the Special Tax has been pledged.

**3.** a special election (the **“Election”**) was called and was held in conjunction with the Statewide General Election on November 3, 2020, (i) on the proposition for the issuance of bonds in an amount not to exceed \$10,000,000 to provide funds to pay costs of constructing a community building to include: library, children’s museum, art gallery and community room (the **“Project”**); said bonds to bear interest at such rate or rates and become due at such time or times as may be determined or directed by

the Mayor and Council; and (ii) on the question of applying funds from the Special Tax to pay debt service on such bonds.

4. Pursuant to Ordinance No. 16-16 passed and adopted on June 20, 2016, the Mayor and Council have authorized the levy and collection of the Special Tax, said Ordinance No. 16-16 has been certified to the Nebraska Department of Revenue, and the levy of the Special Tax commenced on January 1, 2017.

5. The City is authorized to and shall continue to levy and collect the Special Tax until all of the indebtedness evidenced by the bond anticipation notes authorized herein (including any refunding bonds issued to refund such indebtedness) is no longer outstanding and unpaid.

6. None of the bonds authorized at the Election for the Project have heretofore been issued.

7. In order to pay interim costs of construction of the Project, it is necessary, desirable, advisable and in the best interest of the City that \$10,000,000 principal amount of the bond anticipation notes be issued finance the Project on a temporary basis until permanent bonds are issued as authorized at the Election.

8. All conditions, acts and things required to exist or to be done precedent to the issuance of Sales Tax Revenue Bond Anticipation Notes (Community Building Project), Series 2021, of the City of Columbus, Nebraska, in the principal amount of not to exceed \$10,000,000 pursuant to Sections 16-6,100 and 77-27,142, Reissue Revised Statutes of Nebraska, 2012, to pay a portion of the cost of the Project do exist and have been done as required by law.

## ARTICLE I

### DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to the words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

**“Authorized Officer”** means the Mayor, City Administrator or City Finance Director of the City.

**“Beneficial Owner”** means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

**“Bond Counsel”** means Gilmore & Bell, P.C., Omaha, Nebraska, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

**“Note Payment Date”** means any date on which principal of or interest on any Note is payable at the Maturity thereof or on any Interest Payment Date.

**“Note Register”** means the books for the registration, transfer and exchange of Notes kept at the office of the Paying Agent.

**“Noteholder”** or **“Registered Owner”** when used with respect to any Note means the Person in whose name such Note is registered on the Note Register.

**“Notes”** means the City’s Sales Tax Revenue Bond Anticipation Notes (Community Building Project), Series 2021, in the original aggregate principal amount of not to exceed **\$10,000,000** authorized and issued pursuant to this Ordinance.

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

**“Cede & Co.”** means Cede & Co., as nominee name of The Depository Trust Company, New York, New York.

**“City”** means the City of Columbus, Nebraska, and any successors or assigns.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

**“Continuing Disclosure Undertaking”** means that certain Continuing Disclosure Undertaking executed and delivered by the City dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

**“Debt Service Fund”** means the fund by that name created by **Section 501** hereof.

**“Defaulted Interest”** means interest on any Note which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations, plus any cash in the escrow fund, are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the highest rating category by Moody's Investors Service, Inc. (presently "Aaa") or Standard & Poor's Ratings Group (presently "AAA").

**"Election"** means the special election held by the City in conjunction with the Statewide General Election on November 3, 2020 as defined and described in the Findings and Determinations section of this Ordinance;

**"Interest Payment Date"** means the Stated Maturity of an installment of interest on any Note.

**"Maturity"** when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for optional or mandatory redemption or otherwise.

**"Original Purchaser"** means D.A. Davidson & Co., Omaha, Nebraska, as underwriter of the Notes.

**"Ordinance"** means this Ordinance as from time to time amended in accordance with the terms hereof.

**"Outstanding"** means, when used with reference to Notes, as of any particular date, all Notes theretofore issued and delivered hereunder, except the following Notes:

(a) Notes theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Notes deemed to be paid in accordance with the provisions of **Section 1101** hereof; and

(c) Notes in exchange for or in lieu of which other Notes have been registered and delivered hereunder.

**"Outstanding Bonds"** means the Sales Tax Revenue Bonds (Police and Fire Project), Series 2018, dated September 25, 2018, and issued in the original principal amount of \$15,840,000.

**"Participants"** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**"Paying Agent"** means BOKF, National Association, or the City Treasurer or such other bank or trust company as determined by an Authorized Officer in the Designation, and any successors and assigns.

**"Permitted Investments"** means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City's moneys held in the funds referred to in **Section 501** hereof:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of any political subdivision of the State of Nebraska, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c) above, inclusive, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Nebraska.

**“Person”** means any natural person, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Principal Office”** means, in the case of the City Treasurer, the office maintained by the City Treasurer in City Hall, or, in the case of a commercial banking association or corporation or trust company, the corporate trust administration office maintained by such entity at which such entity discharges its obligations under this Ordinance.

**“Prior Ordinance”** means Ordinance No. 18-38 of the City, passed and approved on August 20, 2018, authorizing the issuance of the Outstanding Bonds.

**“Project”** means a community building to include: library, children’s museum, art gallery and community room.

**“Project Fund”** means the fund by that name created by **Section 501** hereof.

**“Rebate Fund”** means the fund by that name referred to in **Section 501** hereof.

**“Record Date”** for the interest payable on any Interest Payment Date means the **15th** day (whether or not a Business Day) next preceding such Interest Payment Date.

**“Redemption Date”** when used with respect to any Note to be redeemed means the date fixed for such redemption pursuant to the terms of this Ordinance.

**“Redemption Price”** when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Replacement Notes”** means Notes issued to the beneficial owners of the Notes in accordance with **Section 207** hereof.

**“Revenue Fund”** means the fund by that name created by the Prior Ordinance.

**“Securities Depository”** means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

**“Special Tax”** means the one-half of one percent (0.50%) additional sales tax as defined and described in the Findings and Determinations section of this Ordinance.

**“Special Tax Projects”** mean capital building projects as defined and described in the Findings and Determinations section of this Ordinance.

**“Special Tax Revenues”** means all amounts received by the City from the levy and collection of the Special Tax, excluding the approximately 10% (as currently existing or as may be amended) of such receipts set aside for improvements to streets and roads.

**“Stated Maturity”** when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Ordinance as the fixed date on which the principal of such Note or such installment of interest is due and payable.

**“Tax Certificate”** means the Federal Tax Certificate executed and delivered by the City in connection with the issuance of the Notes, as the same may be amended or supplemented in accordance with the provisions thereof.

**“United States Government Obligations”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service, and such obligations are held in a custodial or trust account for the benefit of the City.

## ARTICLE II

### AUTHORIZATION OF NOTES

**Section 201. Authorization of Bond Anticipation Notes.** The City is authorized and directed to issue a series of bond anticipation notes of the City, designated “**Sales Tax Revenue Bond Anticipation Notes (Community Building Project), Series 2021**”, in the principal amount of not to exceed **\$10,000,000** (the “**Notes**”) for the purpose of paying a portion of the costs of constructing the Project and paying certain costs of issuing the Notes, as provided in this Ordinance. The bonds authorized at the Election may be issued by the City in one or more subsequent series of bonds for the purposes of refinancing the Notes and providing permanent financing for the Project as set forth in the proposition approved at the Election.

**Section 202. Description of Notes.** The Notes shall consist of fully registered Notes, numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof, and bearing a series designation of the calendar year in which the Notes are issued. The Notes shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Notes shall be dated the date of delivery thereof, shall become due and payable in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at the rates determined by an Authorized Officer in accordance with the provisions of **Section 212** hereof. The Notes shall bear interest computed on the basis of a 360-day year of twelve 30-day months from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

**Section 203. Designation of Paying Agent.** The Paying Agent is hereby designated as the City’s (a) paying agent for the payment of principal of and interest on the Notes and (b) Note registrar with respect to the registration, transfer and exchange of Notes (the “**Paying Agent**”). The City is hereby authorized to enter into the Note Registrar and Paying Agent Agreement dated the date of the Notes, between the City and the Paying Agent, in substantially the form presented to and reviewed by the Mayor and Council (a copy of which shall be filed in the records of the City). The Mayor is authorized to execute the Note Registrar and Paying Agent Agreement with such changes therein as such official deems appropriate, for and on behalf of and as the act and deed of the City.

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the bank or trust company then performing such function a certified copy of the proceedings giving notice of the termination of such bank or trust company and appointing a successor, and (2) causing notice to be given by first class mail to each registered owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of the Paying Agent.

Each Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and in good standing and doing business under the laws of the United States of America or of the State, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

The Paying Agent shall be paid the usual fees and expenses for its services in connection therewith, which fees and expenses shall be paid as other Expenses are paid.

**Section 204. Method and Place of Payment of Notes.** The principal or Redemption Price of and interest on the Notes shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Note shall be paid at Maturity by check or draft to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the designated corporate trust office of the Paying Agent.

The interest payable on each Note on any Interest Payment Date shall be paid to the registered owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such registered owner at the address shown on the Note Register.

Notwithstanding the foregoing provisions of this **Section 204**, any Defaulted Interest with respect to any Note shall cease to be payable to the registered owner of such Note on the relevant Record Date and shall be payable to the registered owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least **30** days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than **15** nor less than **10** days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed by first class mail, postage prepaid, to each registered owner of a Note entitled to such notice at the address of such registered owner as it appears on the Note Register not less than **10** days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and shall at least annually forward a copy or summary of such records to the City.

**Section 205. Registration, Transfer and Exchange of Notes.** The City covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Paying Agent for the registration, transfer and exchange of Notes as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this **Section 205**. Upon surrender of any Note at the principal corporate trust office of the Paying Agent, the Paying Agent shall transfer or exchange such Note for a new Note or Notes in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange. Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or by the registered owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Paying Agent shall authenticate and deliver Notes in accordance with the provisions of this Ordinance. The City

shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Notes provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the registered owners of the Notes. In the event any registered owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such registered owner hereunder or under the Notes.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Note after notice calling such Note or portion thereof for redemption has been given or during the period of **15** days next preceding the first mailing of such notice of redemption, or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on such Note and for all other purposes. All payments so made to any such registered owner or upon the registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Note Register may be inspected and copied by the registered owners (or a designated representative thereof) of **10%** or more in principal amount of the Notes then Outstanding or any designated representative of such registered owners to be evidenced to the satisfaction of the Paying Agent.

**Section 206. Execution, Authentication and Delivery of Notes.** The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Paying Agent for authentication.

Each of the Notes, including any Notes issued in exchange or as substitution for the Notes initially delivered, shall be signed by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk, and shall have the official seal of the City affixed thereto or imprinted thereon. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall

deliver the Notes to the Original Purchaser, upon payment of the purchase price of the Notes plus accrued interest thereon to the date of their delivery.

**Section 207. Mutilated, Destroyed, Lost and Stolen Notes.** If (a) any mutilated Note is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Note has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the City in its discretion may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this **Section 207**, the City may require the payment by the registered owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this **Section 207** shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Notes.

**Section 208. Cancellation and Destruction of Notes Upon Payment.** All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent and applicable record retention laws. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

**Section 209. Book-Entry Notes; Securities Depository.**

(a) The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Notes, except in the event the Paying Agent issues Replacement Notes as provided in subsection (b) hereof. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Paying Agent authenticates and delivers Replacement Notes to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Noteholder other than Cede & Co. is no longer in the best interests of the beneficial owners of the Notes, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Noteholder other than Cede & Co. is no longer in the best interests of the

beneficial owners of the Notes, then the Paying Agent shall notify the Noteholders of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Notes to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with subsection (c) of this **Section 209** to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the City, the Paying Agent or Noteholders are unable to locate a qualified successor of the Securities Depository in accordance with subsection (c) of this **Section 209**, then the Paying Agent shall authenticate and cause delivery of Replacement Notes to Noteholders, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Notes. The cost of printing Replacement Notes shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

**Section 210. Preliminary and Final Official Statement.** The Authorized Officers are hereby authorized to approve and deem final a Preliminary Official Statement and approve a final Official Statement in such form and with such content as the Authorized Officers deem necessary to conform to and describe the transaction, all in accordance with Rule 15c2-12 as promulgated by the Securities and Exchange Commission.

For the purpose of enabling the Original Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Original Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Original Purchaser to comply with the requirement of such Rule.

The City agrees to provide to the Original Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Original Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 211. Sale of Notes.** The City shall sell the Notes at a negotiated sale to the Original Purchaser at a purchase price as determined in the Designation described in **Section 212** hereof, plus accrued interest to the date of delivery. Delivery of the Notes shall be made to the Original Purchaser as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale. The Authorized Officers, or each individually, are authorized to execute and deliver such documents as may be appropriate for and on behalf of the City to effect the sale of the Notes as provided herein, any such officer's signature(s) thereon being conclusive evidence of such official's and the City's approval thereof.

**Section 212. Authorization of Officers.** (a) The Authorized Officers, or each individually, are hereby authorized and directed, in the exercise of his or her own independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Ordinance, in a written designation (the "**Designation**") (1) the date of original issue of the Notes, (2) the aggregate stated principal amount of Notes to be issued, which shall in no event exceed \$10,000,000, (3) the dates on which the principal of the Notes shall mature and the principal amount of Notes to mature on each of such dates, (4) the date of final maturity of the Notes, which shall in no event be later than December 15, 2024, (5) the Interest Payment Dates, (6) the date upon which the Notes shall be sold, (7) the rate or rates of interest to be carried by each maturity of the Notes such that the true interest cost on the Notes shall not exceed 3.00%, (8) the provisions governing the redemption of the Notes prior to maturity, the nature of any notice to be given in the event of any such prior redemption, the redemption price or prices payable upon such redemption (not to exceed 100%) and the respective periods in which each redemption price shall be payable, (9) the price at which the Notes may be sold to the Purchaser, which may include net original issue discount or net original issue premium, provided that the underwriting discount shall not exceed 1.50% of the aggregate stated principal amount thereof, (10) all of the other terms of the Notes not otherwise determined or fixed by the provisions of this Ordinance, and (11) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the City in connection with authorization, issuance, sale and delivery of the Notes.

### **ARTICLE III**

#### **REDEMPTION OF NOTES**

##### **Section 301. Redemption of Notes.**

**Optional Redemption.** At the option of the City, Notes or portions thereof may be called for redemption and payment prior to the Stated Maturity thereof at such times as be determined in accordance with the Designation described in **Section 212**, hereof, in whole or in part at a Redemption Price equal to 100% of the principal amount, plus accrued interest thereon to the Redemption Date.

**Section 302. Selection of Notes to Be Redeemed.**

(a) The Paying Agent shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent not less than 35 days prior to the Redemption Date of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** hereof are met. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Notes hereunder, and Notes shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

(b) Notes shall be redeemed only in the principal amount of **\$5,000** or any integral multiple thereof, subject further to the restrictions as set out in **Section 301(b)** above. When less than all of the Outstanding Notes are to be redeemed, such Notes shall be redeemed in such principal amount and from the Stated Maturities selected by the City, and Notes of less than a full Stated Maturity shall be selected by the Paying Agent in **\$5,000** units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Notes when Notes of denominations greater than **\$5,000** are then outstanding, then for all purposes in connection with such redemption each **\$5,000** of face value shall be treated as though it were a separate Note of the denomination of **\$5,000**. If it is determined that one or more, but not all, of the **\$5,000** units of face value represented by any Note are selected for redemption, then upon notice of intention to redeem such **\$5,000** unit or units, the Registered Owner of such Note or the Registered Owner's duly authorized agent shall present and surrender such Note to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such **\$5,000** unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Registered Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the Redemption Date to the extent of the **\$5,000** unit or units of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** Unless waived by any Registered Owner of Notes to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least **30** days prior to the Redemption Date, to the Original Purchaser of the Notes and each Registered Owner of the Notes to be redeemed at the address shown on the Note Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Notes are to be redeemed the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the Principal Office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Registered Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been redeemed shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards established by the Securities and Exchange Commission then in effect for processing redemptions of municipal securities. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

So long as the Securities Depository is effecting book-entry transfers of the Notes, the City or the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Note (having been mailed notice from the Paying Agent, a Participant or otherwise) to notify the beneficial owner of the Note so affected, shall not affect the validity of the redemption of such Note.

## ARTICLE IV

### SECURITY FOR NOTES

**Section 401. Security for Notes.** The Notes are special obligations of the City expected to be paid from proceeds of the permanent bonds to be issued by the City which were authorized at the Election. The City covenants and agrees that it will take all steps required to complete the Project in a manner to allow it to issue and sell its sales tax revenue bonds as authorized at the Election and further covenants and agrees to issue and sell its sales tax revenue bonds or other bonds in a sufficient amount and at such times as will enable it to take up and payoff the Notes, both principal and interest, at or prior to maturity, to the extent not paid from other sources. The Notes are further secured as to the payment of principal and interest by a junior and subordinate pledge of the Special Tax Revenues. The City hereby pledges, on a junior and subordinate basis to the Outstanding Bonds, the Special Tax Revenues received

from and after the date of issuance of the Notes to the payment of the principal of and interest on the Notes. The Notes, when issued, are hereby designated as and shall be deemed to be “bonds” as approved by the voters in the ballot proposition at the Election. The Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the general taxing power of the City is not pledged to the payment of the Notes, either as to principal or interest.

## ARTICLE V

### FUNDS; DEPOSIT AND APPLICATION OF NOTE PROCEEDS AND OTHER MONEYS

**Section 501. Establishment of Funds.** There are hereby created or ratified and ordered to be established and maintained in the treasury of the City the following separate funds to be known respectively as the:

- (a) Project Fund for Sales Tax Revenue Bond Anticipation Notes (Community Building Project), Series 2021 (the “**Project Fund**”).
- (b) Debt Service Fund for Sales Tax Revenue Bond Anticipation Notes (Community Building Project), Series 2021 (the “**Debt Service Fund**”).
- (c) Rebate Fund for Sales Tax Revenue Bond Anticipation Notes (Community Building Project), Series 2021 (the “**Rebate Fund**”).

The funds referred to in paragraphs (a) through (c) of this Section shall be maintained and administered by the City solely for the purposes and in the manner as provided in this Ordinance so long as any of the Notes remain Outstanding within the meaning of this Ordinance.

**Section 502. Deposit of Note Proceeds and Other Moneys.** The net proceeds received from the sale of the Notes and certain other moneys of the City, shall be deposited simultaneously with the delivery of the Notes, as follows:

- (a) The accrued interest on the Notes and premium, if any, shall be deposited in the Debt Service Fund and applied in accordance with **Section 602** hereof.
- (b) The remaining balance of the proceeds of the Notes shall be deposited in the Project Fund and applied in accordance with **Section 503** hereof.

**Section 503. Application of Moneys in the Project Fund.** Money in the Project Fund shall be used solely for the purpose of (a) paying the cost of constructing the Project in accordance with the plans and specifications approved by the Mayor and Council of the City, including any alterations in or amendments to said plans and specifications approved by the Mayor and Council of the City, and (b) for paying the costs and expenses incident to the issuance of the Notes.

## ARTICLE VI

### APPLICATION OF OTHER FUNDS

**Section 601. Revenue Fund.** The City covenants and agrees that from and after the delivery of the Notes, and continuing as long as any of the Notes remain Outstanding hereunder, all of the Special Tax Revenues shall as and when received be paid and deposited into the Revenue Fund established under the ordinance for the Outstanding Bonds. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in the Prior Ordinance.

**Section 602. Application of Money in Funds.** The City covenants and agrees that from and after the delivery of the Notes and continuing so long as any of the Notes shall remain Outstanding, it will on the first day of each month administer and allocate from the Surplus Fund then held in the Revenue Fund under the Prior Ordinance as follows:

*Debt Service Fund.* Each month there shall be paid and credited to the Debt Service Fund for the Notes all amounts available in the Surplus Fund until debt service requirements on the next two Note Payment Dates for the Notes have been deposited in the Debt Service Fund.

All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the interest on and principal of the Notes as and when the same become due at Maturity and on each Interest Payment Date.

**Section 603. Transfer of Funds to Paying Agent.** The City Treasurer is hereby authorized and directed to withdraw from the Debt Service Fund, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Notes as provided in **Section 602** hereof, sums sufficient to pay the principal of and interest on the Notes as and when the same become due on any Note Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Note Payment Date. If, through lapse of time, or otherwise, the Registered Owners of Notes are no longer entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

**Section 604. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

**Section 605. Nonpresentment of Notes.** If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Note. If any Note is not presented for payment within four years following the date when such Note becomes due at Maturity, the Paying Agent shall repay to the City the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitations, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for

payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 606. Application of Moneys in the Rebate Fund.**

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate. All money in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Tax Certificate), for payment to the United States of America, and neither the City nor the Registered Owner of any Note shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Tax Certificate.

(b) The City shall periodically determine the rebatable arbitrage under Section 148(f) of the Code in accordance with the Tax Certificate, and the City shall make payments to the United States Government at the times and in the amounts determined under the Tax Certificate. Any funds remaining in the Rebate Fund after redemption and payment of all of the Notes and the interest thereon, and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be released to the City.

(c) Notwithstanding any other provision of this Ordinance, including in particular **Article XI** hereof, the obligation to pay rebatable arbitrage to the United States and to comply with all other requirements of this Section and the Tax Certificate shall survive the defeasance or payment in full of the Notes.

**ARTICLE VII**

**DEPOSIT AND INVESTMENT OF MONEYS**

**Section 701. Deposit and Investment of Moneys.**

(a) Money in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks located in the State of Nebraska that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the State of Nebraska.

(b) Money held in any fund or account referred to in this Ordinance may be invested in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account, provided that, during the period of construction of the extensions and improvements to the police and fire facilities, all earnings on the investment of such funds shall be credited to the Project Fund. If and when the amount held in any fund or account shall be in excess of the amount required by the provisions of this Ordinance, the City shall direct that such excess be paid and credited to the Debt Service Fund, provided that, during the period of construction of the extensions and improvements to the police and fire facilities, such excess shall be paid and credited to the Project Fund.

**ARTICLE VIII**

**GENERAL COVENANTS AND PROVISIONS**

The City covenants and agrees with each of the Registered Owners of any of the Notes that so long as any of the Notes remain Outstanding and unpaid it will comply with each of the following covenants:

**Section 801. Tax Covenants.**

(a) The City covenants that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Notes, and (2) it will not use or permit the use of any proceeds of Notes or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Notes. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants that (1) it will use the proceeds of the Notes as soon as practicable for the purposes for which the Notes are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Notes or any other funds of the City in any manner, or take or omit to take any action, that would cause the Notes to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The City covenants that it will pay or provide for the payment from time to time of all rebatable arbitrage to the United States pursuant to Section 148(f) of the Code and the Tax Certificate. This covenant shall survive payment in full or defeasance of the Notes. The Tax Certificate may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Notes.

(d) The City covenants that it will not use any portion of the proceeds of the Notes, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Note to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to **Article XI** of this Ordinance or any other provision of this Ordinance, until the final Maturity of all Notes Outstanding.

**Section 802. Continuing Disclosure.** The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Notes, the Continuing Disclosure Undertaking in such form as shall be satisfactory to the City, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. The Authorized Officer’s signature thereon shall be conclusive evidence of such officer’s and the City’s approval. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Note may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this **Section 802**.

**ARTICLE IX**

## ADDITIONAL NOTES AND OBLIGATIONS

**Section 901. Senior Lien or Parity Lien Notes.** The City covenants and agrees that so long as any of the Notes remain Outstanding, the City will not issue any additional bonds or incur or assume any other debt obligations appearing as liabilities on the balance sheet of the City for the payment of moneys determined in accordance with generally accepted accounting principles including capital leases as defined by generally accepted accounting principles, payable from the Surplus Fund established under the Prior Ordinance which are superior to or equal in lien to the Notes.

**Section 902. Junior Lien Notes and Other Obligations.** Nothing in this Ordinance shall prohibit or restrict the right of the City to issue additional sales tax bonds or other sales tax obligations for any lawful purpose, provided at the time of the issuance of such additional bonds or obligations the City is not in default in the performance of any covenant or agreement contained in this Ordinance (unless such additional sales tax bonds or obligations are being issued to provide funds to cure such default), and provided further that such additional sales tax bonds or obligations shall be junior and subordinate to the Notes then Outstanding so that if at any time the City shall be in default in paying either interest on or principal of the Notes, or if the City is in default in making any payments required to be made by it under the provisions of **Sections 602** hereof, the City shall make no payments with respect to such junior and subordinate bonds or obligations from the Special Tax Revenues until such default or defaults be cured. In the event of the issuance of any such junior and subordinate sales tax bonds or obligations, the City, subject to the provisions of this Ordinance, may make provision for paying the principal of and interest on such sales tax bonds or obligations out of money in the Surplus Fund subordinate to the Notes or from other available sources.

**Section 903. Refunding Notes.** The City shall have the right to refund any of the Notes under the provisions of any law then available, and the refunding Notes so issued shall enjoy complete equality of pledge with any of the Notes which are not refunded, if any.

## ARTICLE X

### DEFAULT AND REMEDIES

**Section 1001. Remedies.** The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Notes, and the Registered Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Notes similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State of Nebraska;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Notes.

**Section 1002. Limitation on Rights of Noteholders.** No one or more Noteholders secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice

the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Notes.

**Section 1003. Remedies Cumulative.** No remedy conferred herein upon the Noteholders is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Notes by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Noteholder on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Noteholder, then, and in every such case, the City and the Registered Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Noteholders shall continue as if no such suit, action or other proceedings had been brought or taken.

**Section 1004. No Obligation to Levy Taxes.** Nothing contained in this Ordinance shall be construed as imposing on the City any duty or obligation to levy any taxes other than the Special Tax either to meet any obligation incurred herein or to pay the principal of or interest on the Notes.

## ARTICLE XI

### DEFEASANCE

**Section 1101. Defeasance.** When any or all of the Notes or the interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate with respect to the Notes so paid and discharged. Notes or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State of Nebraska and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said Notes, and/or interest to accrue on such Notes to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Notes shall be redeemed prior to the Stated Maturity thereof, (1) the City shall have elected to redeem such Notes, and (2) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Notes in compliance with **Section 302(a)** of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Notes or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Notes, and such money shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

**Section 1201. Amendments.** The rights and duties of the City and the Noteholders, and the terms and provisions of the Notes or of this Ordinance, may be amended or modified at any time in any respect by Ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the City is required to pay by way of principal of or interest on any Note;
- (c) permit the creation of a lien on the Special Tax Revenues prior or equal to the lien of the Notes;
- (d) permit preference or priority of any Notes over any other Notes; or
- (e) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Notes or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the governing body of the City at any time in any respect with the written consent of the Registered Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Noteholders, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Noteholders.

Every amendment or modification of the provisions of the Notes or of this Ordinance shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental Ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, shall be made available for inspection by the Registered Owner of any Note or a prospective purchaser or owner of any Note authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Ordinance or of this Ordinance will be sent by the City Clerk to any such Noteholder or prospective Noteholder.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the Ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Notes or this Ordinance made hereunder which affects the duties or obligations of the Paying Agent under this Ordinance.

**Section 1202. Notices, Consents and Other Instruments by Noteholders.** Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Noteholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Noteholders in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution; and

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Registered Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Notes owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Noteholders shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Noteholders know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Noteholders the pledgee's right so to act with respect to such Notes and that the pledgee is not the City.

**Section 1203. Further Authority.** The officers of the City, including but not limited to the Mayor, City Clerk, City Administrator and Finance Director, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1204. Electronic Signatures.** All documents, agreements, certificates, and instruments related to the Notes shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Notes may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

**Section 1205. Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 1206. Governing Law.** This Ordinance shall be governed by and constructed in accordance with the applicable laws of the State of Nebraska.

**Section 1207. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage and approval by the Mayor and City Council and publication in pamphlet form as provided by law.

Introduced by Council Member: \_\_\_\_\_

**PASSED AND ADOPTED:** March 1, 2021.

**CITY OF COLUMBUS, NEBRASKA**

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Bond Counsel

**EXHIBIT A TO ORDINANCE**

**(FORM OF NOTES)**

**EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE (REFERRED TO HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (AS DEFINED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.**

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA**

**Registered  
No. R-\_\_\_\_\_**

**Registered  
\$ \_\_\_\_\_**

**CITY OF COLUMBUS, NEBRASKA**

**SALES TAX REVENUE BOND ANTICIPATION NOTE  
(COMMUNITY BUILDING PROJECT)  
SERIES 2021**

**Interest Rate                      Maturity Date                      Dated Date of Notes                      CUSIP Number**

%

**REGISTERED OWNER: \_\_\_\_\_ [\*\*CEDE & CO.\*\*] \_\_\_\_\_**

**PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS**

The **CITY OF COLUMBUS, NEBRASKA**, a city of the first class and a political subdivision of the State of Nebraska (the “**City**”), for value received, promises to pay to the registered owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the principal amount shown above on the maturity date shown above, and to pay interest thereon, but solely from the source and in the manner herein specified, at the interest rate per annum shown above (computed on the basis of a **360**-day year consisting of **12 30**-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ in each year, beginning on \_\_\_\_\_, 2021, until said principal amount has been paid.

The principal or redemption price of this Note shall be paid at maturity by check or draft or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the office of \_\_\_\_\_, in \_\_\_\_\_, Nebraska (the “**Paying Agent**”). The interest payable on this Note on any interest payment

date shall be paid to the person in whose name this Note is registered on the Note Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such registered owner at the address shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such registered owner.

**THE TERMS AND PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE SIDE HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.**

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Notes have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Notes, provision has been duly made for the collection and segregation of the Special Tax Revenues.

**IN WITNESS WHEREOF**, the **CITY OF COLUMBUS, NEBRASKA**, has executed this Note by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon.

**CITY OF COLUMBUS, NEBRASKA**

By: \_\_\_\_\_  
(facsimile signature)  
Mayor

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

(Seal)

\_\_\_\_\_, Nebraska, Paying Agent

By: \_\_\_\_\_  
Authorized Officer or Signatory

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(FORM OF REVERSE SIDE OF NOTE)

**ADDITIONAL PROVISIONS**

This Note is one of a duly authorized series of notes of the City designated “**Sales Tax Revenue Bond Anticipation Notes (Community Building Project), Series 2021,**” aggregating the principal amount of **\$10,000,000** (the “**Notes**”), which were authorized by the Mayor and City Council for the purpose of providing construction financing for a community building to include: library, children’s museum, art gallery and community room (the “**Project**”) under the authority of and in full compliance with the Constitution and laws of the State of Nebraska, including particularly Sections 16-6,100 and 77-27,142 Reissue Revised Statutes of Nebraska, as amended, and pursuant to Ordinance No. \_\_\_\_\_ duly adopted by the governing body of the City (herein called the “**Ordinance**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.

At the option of the City, Bonds or portions thereof maturing on \_\_\_\_\_, 20\_\_\_\_ and thereafter may be called for redemption and payment prior to maturity at any time on or after the \_\_\_\_\_ in whole at any time or in part in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion may determine (Notes of less than a full maturity to be selected in multiples of **\$5,000** principal amount in such equitable manner as the Paying Agent shall designate) at redemption price equal to 100% of the principal amount, plus accrued interest thereon to the redemption date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least **30** days prior to the redemption date, to the original purchaser(s) of the Notes and each Registered Owner of each of the Notes to be redeemed at the address shown on the Note Register. Notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Notes or portions of Notes shall cease to bear interest.

The Notes are special obligations of the City payable from sales tax revenue bonds to be issued by the City, and a junior and subordinate lien on the Special Tax Revenues. The Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

The City hereby covenants and agrees with the Registered Owner of this Note that it will keep and perform all covenants and agreements contained in the Ordinance, to which reference is hereby made for a description of the covenants and agreements made by the City with respect to the collection, segregation and application of the Special Tax Revenues, the nature and extent of the security for the Notes, the rights, duties and obligations of the City with respect thereto, and the rights of the Registered Owners thereof.

The Notes are issuable in the form of fully registered Notes without coupons in the denomination of **\$5,000** or any integral multiple thereof.

This Note may be transferred or exchanged, as provided in the Ordinance, only on the Note Register upon surrender of this Note together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Note or Notes in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor

as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Ordinance. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

**EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.**

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**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

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Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Note on the Note Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular.

Medallion Signature Guarantee:

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The City of **Columbus**

**FINANCE DEPARTMENT**  
Office (402) 562-4231 • Fax (402) 563-1380

## MEMORANDUM

**DATE:** March 1, 2021  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Heather Lindsley, Finance Director  
**SUBJECT:** 2021 Certificates of Participation and Bond Anticipation Notes

**RECOMMENDATION:** Staff recommends that the ordinances to issue Certificates of Participation and Bond Anticipation Notes, for the Community Building Project, be approved.

**DISCUSSION:** Cody Wickham from DA Davidson presented several options to finance the Community Building Project. Staff recommends to issue \$7,000,000.00 in Certificates of Participation for the City Hall Portion of the project and \$10,000,000.00 in Bond Anticipation Notes for the Library portion of the project. The BANs would be for three years. This would allow the City to continue to build the sales tax balance, for the next three years, and possibly finance less than the anticipated \$10,000,000.00 in Sales Tax Bonds. Spending on sales tax bonds is very reluctant, currently, due to the pandemic, and it is anticipated that by the end of year three, the market would look to purchase our sales tax bonds in a much better light. The interest rate for the BANs is also very favorable and we would end up saving more money by choosing to finance the Library portion of the project this way. We would have the

option to call the Bond Anticipation Notes after one year, if we see that interest rates escalate substantially.

**FISCAL IMPACT:**

The City must issue debt in order to complete the project.

**ALTERNATIVES:**

The alternative would be to issue Sales Tax Bonds, immediately, as opposed to the Bond Anticipation Notes.

**SIGNATURE:**

DEPARTMENT HEAD: *Heather Lindsley*

CITY ADMINISTRATOR APPROVAL: *[Signature]*

15.B. Ordinance No. 21-09 authorizing lease-purchase transaction with BOKF National Association and approving issuance, sale, and delivery of certificates of participation in such lease in an amount not to exceed \$7,000,000 for costs to acquire, construct, furnish, and equip a new city hall.

**ORDINANCE NO. 21-09**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING AND APPROVING A LEASE-PURCHASE TRANSACTION WITH BOKF, NATIONAL ASSOCIATION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS TO ACQUIRE, CONSTRUCT, FURNISH AND EQUIP A NEW CITY HALL FOR USE BY THE CITY; APPROVING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$7,000,000 PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION IN SUCH LEASE; FIXING IN PART AND PROVIDING FOR THE FIXING IN PART OF CERTAIN PROVISIONS OF THE LEASE AND RELATED DOCUMENTS; AND RELATED MATTERS; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS FOLLOWS:

**Section 1.** The Mayor and City Council ("**Council**") of The City of Columbus, Nebraska (the "**City**") hereby finds and determines as follows:

(a) It is necessary, desirable, advisable and in the best interests of the City that the City acquire, construct, furnish and equip a new City Hall for use by the City (collectively, the "**Project**").

(b) The City has carefully considered the options available to it with respect to financing the acquisition and construction of the Project.

(d) In order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into a License and Easement (the "**License and Easement**") between the City, as grantor, and BOKF, National Association, Lincoln, Nebraska (the "**Trustee**"), as grantee, pursuant to which the City grants a license and easement with respect to the Real Property to the Trustee on the terms and conditions set forth therein;

2. Enter into a Lease-Purchase Agreement (the "**Lease**") with the Trustee, pursuant to which the City, as lessee, will lease the Project from the Trustee, as lessor, with an option to purchase the Trustee's interest in the Project and pursuant to which the parties shall agree that the Project shall remain the personal property of the Trustee;

3. Execute and deliver a Tax Compliance Agreement (the "**Tax Agreement**") pursuant to which the City makes certain representations and

covenants related to the exclusion of the interest portions of basic rent under the Lease from gross income for purposes of federal income taxation;

4. Approve a Declaration of Trust (the “**Declaration of Trust**”) by the Trustee, pursuant to which to Certificates of Participation, Series 2014 (the “**Certificates of Participation**”), evidencing proportionate interests of the owners thereof in basic rent payments to be made by the City under the Lease, will be executed and delivered; and

5. Approve an Official Statement respecting the Certificates of Participation, to be in substantially the same form as the Preliminary Official Statement respecting the Certificates of Participation, the form of which is presented herewith (the “**Preliminary Official Statement**,” and together, the “**Official Statement**”).

The License and Easement, the Lease and the Tax Agreement are referred to together herein as the “**City Documents**”. The City Documents shall be executed in substantially the form of the same executed and delivered in substantially the form executed and delivered in connection with the City’s Certificates of Participation, Series 2020.

**Section 2. Authorization and Approval of City Documents and Declaration of Trust.** The City Documents and the Declaration of Trust are hereby approved in substantially the forms submitted to and reviewed by the Council on the date hereof, with such changes therein as are approved by the Mayor and the Finance Director of the City (each, an “**Authorized Officer**”).

The Authorized Officers, or each individually, are hereby authorized and directed to determine (a) the principal amount of the Lease, which shall not exceed \$7,000,000 (b) the principal installments to be due thereunder, (c) the final maturity of the Lease, which shall not be later than December 15, 2036, (d) the rate of interest to be carried by each principal installment such that the true interest cost shall not exceed 3.00%, and (e) the prepayment provisions. The Authorized Officers, or each individually, are hereby authorized to make such changes, additions or deletions with respect to the Lease as may be in the best interests of the City prior to the signing thereof. An Authorized Officer’s execution of the City Documents will be conclusive evidence of such approval.

Each Authorized Officer is hereby authorized and directed to execute and deliver the City Documents and to approve changes to the Declaration of Trust on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City’s seal to the City Documents and attest such seal.

**Section 3. Approval of Official Statement.** The City hereby ratifies and approves the publication, distribution and use of a Preliminary Official Statement in connection with the offering of the Certificates, in such form and with such changes, additions and modifications, as may be approved by an Authorized Officer. Any

Authorized Officer is hereby authorized to deem the information contained in the preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934, as amended. The City further authorizes and directs the preparation of, and authorizes and directs the delivery by an Authorized Officer of, a final Official Statement for use in connection with the sale of the Certificates.

**Section 4.** The Certificates shall be sold with a maximum underwriting discount of 1.50% of the stated principal amount of the Certificates to D.A. Davidson & Co., the underwriter thereof (the “**Underwriter**”) pursuant to a Certificate Purchase Agreement between the City and the Underwriter with respect to the Certificates. The Certificate Purchase Agreement shall be in such form and with such content as one or more of the Authorized Officers shall approve as being in the best interests of the City.

**Section 5.** The Mayor, Finance Director, City Administrator, City Clerk and City Attorney are hereby authorized to execute and deliver for and on behalf of the City the City Documents and all additional certificates, documents, opinions, or other papers and to perform all other acts as they may deem necessary or appropriate in order to implement and carry out the matters herein authorized.

**Section 6.** Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the City Council hereby (a) authorizes and directs the Mayor, Finance Director, City Administrator, City Clerk, and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with special tax counsel, the Lessor and its counsel and the Underwriter, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance, including, without limitation, the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs to the Authorized Officers, or each individually, the right, power and authority to exercise his or her independent judgment and absolute discretion in (1) determining and finalizing the terms and provisions of the Lease and the Certificates not specifically set forth in this Ordinance and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the execution and delivery of the City Documents and the issuance, sale and delivery of the Certificates. The execution and delivery by the Authorized Officers, or each individually, or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters that are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the Authorized Officers and all other officers, officials, employees and agents of the City including, without limitation, the expenditure of funds and the selection, appointment and employment of special tax counsel, financial advisors, and other agents in connection with the execution and delivery of the City Documents and the issuance, sale and delivery of the Certificates, together with all other actions taken in connection with any of the matters that are the subject hereof, are in all respects hereby authorized, adopted, specified, accepted, ratified, approved and confirmed.

All documents, agreements, certificates, and instruments related to the City Documents shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the City Documents may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

**Section 7.** The provisions of this Ordinance, of any supplemental ordinance, and of any resolutions or other proceedings providing for the execution and delivery of the City Documents and the sale of the Certificates and the terms and provisions thereof shall constitute a contract between the City, the Lessor and the registered owners of the Certificates, and the provisions thereof shall be enforceable by any owner of a Certificate for the equal benefit and protection of all such owners similarly situated, by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State of Nebraska (the “**State**”) in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the execution and delivery of the City Documents, and the issuance, sale and delivery of the Certificates, this Ordinance and any supplemental ordinance shall not be subject to repeal, but shall be subject to modification or amendment only to the extent and in the manner provided for in this Ordinance.

**Section 8.** With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance, the City Documents or the Certificates is intended or should be construed to confer upon or give to any person other than the City, the Trustee and the registered owners of the Certificates, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, lease or provision herein contained. The Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall

be for and inure to the sole and exclusive benefit of the City, the Lessor and the registered owners from time to time of the Certificates as herein and therein provided.

**Section 9.** No officer or employee of the City shall be individually or personally liable for the performance of any duties or obligations under the City Documents or the payment of the principal of or interest on any Certificate. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

**Section 10.** Whenever this Ordinance or the City Documents requires any action to be taken on a Saturday, Sunday or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Ordinance or the City Documents the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

**Section 11.** If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the City to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such lease or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the City Documents, but the Lessor and the registered owners of the Certificates shall retain all the rights and benefits afforded to them hereunder and under the City Documents or any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatsoever.

**Section 12.** This Ordinance shall be construed and interpreted in accordance with the laws of the State. All suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State except to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Ordinance, or remedies under this Ordinance.

**Section 13.** Any ordinance of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance is hereby repealed to the extent of such inconsistency.

**Section 14.** This ordinance shall take effect and be in force from and after its passage and publication in pamphlet form as provided by law.

Introduced by Council Member: \_\_\_\_\_

**PASSED AND ADOPTED:** March 1, 2021.

**CITY OF COLUMBUS, NEBRASKA**

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Bond Counsel



The City of **Columbus**

**FINANCE DEPARTMENT**  
Office (402) 562-4231 • Fax (402) 563-1380

## MEMORANDUM

**DATE:** March 1, 2021  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Heather Lindsley, Finance Director  
**SUBJECT:** 2021 Certificates of Participation and Bond Anticipation Notes

**RECOMMENDATION:** Staff recommends that the ordinances to issue Certificates of Participation and Bond Anticipation Notes, for the Community Building Project, be approved.

**DISCUSSION:** Cody Wickham from DA Davidson presented several options to finance the Community Building Project. Staff recommends to issue \$7,000,000.00 in Certificates of Participation for the City Hall Portion of the project and \$10,000,000.00 in Bond Anticipation Notes for the Library portion of the project. The BANs would be for three years. This would allow the City to continue to build the sales tax balance, for the next three years, and possibly finance less than the anticipated \$10,000,000.00 in Sales Tax Bonds. Spending on sales tax bonds is very reluctant, currently, due to the pandemic, and it is anticipated that by the end of year three, the market would look to purchase our sales tax bonds in a much better light. The interest rate for the BANs is also very favorable and we would end up saving more money by choosing to finance the Library portion of the project this way. We would have the



option to call the Bond Anticipation Notes after one year, if we see that interest rates escalate substantially.

FISCAL IMPACT:

The City must issue debt in order to complete the project.

ALTERNATIVES:

The alternative would be to issue Sales Tax Bonds, immediately, as opposed to the Bond Anticipation Notes.

SIGNATURE:

DEPARTMENT HEAD: *Heather Lindelag*

CITY ADMINISTRATOR APPROVAL: *[Signature]*

15.C. Ordinance No. 21-10 vacating alley on east side of 22 Avenue south of 23 Street.

**ORDINANCE NO. 21- 10**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, VACATING THE ALLEY ADJOINING LOTS 1 AND 2 OF BLOCK 20, PHILLIPS THIRD ADDITION TO THE CITY OF COLUMBUS, LOTS 19 AND 20, BLOCK B, EAST PARK SECOND ADDITION, AND PART OF BLOCK X, NORTH PARK FIRST ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; PROVIDING FOR THE EFFECTIVE DATE HEREOF; REPEALING ALL ORDINANCES AND RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, as follows:

SECTION 1: That the alley adjoining:

Lots 1 and 2 of Block 20, Phillips Third Addition to the City of Columbus, Lots 19 and 20, Block B, East Park Second Addition, and Part of Block X, North Park First Addition to the City of Columbus, Platte County, Nebraska (by 22<sup>nd</sup> Avenue)

is hereby vacated, subject to the reservation set forth herein.

SECTION 2: That the City of Columbus reserves the statutory easements provided for in Neb. Rev. Stat. §16-611(4)(a) and (b) on all of the vacated alley adjoining:

Lots 1 and 2 of Block 20, Phillips Third Addition to the City of Columbus, Lots 19 and 20, Block B, East Park Second Addition, and Part of Block X, North Park First Addition to the City of Columbus, Platte County, Nebraska.

SECTION 3: This ordinance shall repeal all ordinances or portions thereof and in conflict herewith.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the office of the city clerk.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

**16. ORDINANCES ON SECOND READING**

- 16.A. Ordinance No. 21-06 approving annexation of property in part of the NE1/4 and SE1/4, Section 20, T17N, R1E and in part of the SW1/4, Section 21, T17N, R1E of the 6th P.M., Platte County, Nebraska (south of the intersection of 3 Avenue and 19 Street and east of the intersection of 3 Avenue and 13 Street).

## ORDINANCE NO. 21-06

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING CORPORATE BOUNDARIES TO THE CITY OF COLUMBUS BY ANNEXING A TRACT OF LAND LOCATED IN THE NE1/4 AND SE1/4 OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; A TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; AND A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THAT THE CITY MAP BE AMENDED TO SHOW SAID PARCELS AS BEING INCLUDED WITHIN THE CORPORATE LIMITS OF THE CITY OF COLUMBUS AND MADE A PART THEREOF; THAT SAID PARCELS OF LAND ARE CURRENTLY UNPLATTED TRACTS OF LAND WHICH ARE CONTIGUOUS TO THE CORPORATE CITY LIMITS AND WITHIN THE ZONING JURISDICTION OF THE CITY OF COLUMBUS; TO REPEAL ALL ORDINANCES OR RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, a petition has been received by the City of Columbus, Nebraska, owner of property contiguous or adjacent to the City of Columbus, requesting that such property be included within the corporate limits of the city, said property being legally described as follows:

### TRACT I

A tract of land located in part of the NE1/4 and SE1/4 Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska more particularly described as follows:

Commencing at the NE corner of the SE1/4 of Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the east line of the NE1/4 SE1/4 said section 20 to have a bearing of S 0°10'19" W; thence S 0°10'19" W and on said east line, 348.07 feet to a point on the north right-of-way line Union Pacific Railroad; thence S 84°10'42" W and on said north right-of-way line 33.18 feet to the Point of Beginning, said point being the intersection of the north right-of-way line Union Pacific Railroad and the west line of 3rd Avenue; thence S 84°10'42" W and on said north line 50.05 feet; thence N 15°15'40" W, 264.36 feet; thence N 0°00'15" E, 774.06 feet; thence N 48°09'09" E, 92.30 feet; thence N 0°10'02" E, 127.43 feet; thence S 89°51'39" E, 54.05 feet to a point on the west line 3rd Avenue; thence S0°11'15" W and on said west line, 861.37 feet; thence S 0°10'19" W and on said west line, 351.53 feet to the Point of Beginning, containing 2.94 acres more or less; and

## **TRACT II**

A tract of land located in part of the NE1/4 Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the NE corner of the SE1/4 of Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the east line of said NE1/4 to have a bearing of N 0°11'15" E; thence N 0°11'15" E and on said east line, 861.39 feet; thence N 89°51'39" W, 33.00 feet to the Point of Beginning, said point being on the west line of 3rd Avenue; thence N 89°51'39" W, 17.00 feet; thence N 0°11'15" E, 414.00 feet; thence S 89°51'39" E, 17.00 feet; thence S 0°11'15" W, 414.00 feet to the Point of Beginning, containing .16 acres more or less; and

## **TRACT III**

A tract of land located in the SW1/4 Section 21, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner SW1/4 Section 21, T17N, R1E, of the 6th P.M., Platte County, Nebraska, and assuming the west line of said SW1/4 to have a bearing of N 0°10'03" E; thence N 0°10'03" E and on said west line, 690.02 feet to the Point of Beginning; thence N 0°10'03" E and on said west line, 629.78 feet to the southwest corner NW1/4 SW1/4 said Section 21; thence N 0°10'19" E and on the west line of the NW1/4 SW1/4 said Section 2, 821.39 feet to a point on the existing Southerly right-of-way line of the Union Pacific Railroad; thence N 84°10'42" E and on said southerly right-of-way line, 329.71 feet; thence S 5°49'09" E, 202.12 feet; thence S 13°50'26" W, 566.24 feet; thence S 21°01'08" W, 203.28 feet; thence S 12°35'11" W, 252.69 feet; thence S 7°55'38" W, 299.99 feet to a point on the north right-of-way line 10th Street; thence S 89°42'35" W and on said north line 48.00 feet to the point of beginning, containing 6.90 acres more or less.

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

Section 1. That the following-described property be annexed and included within the corporate limits of the City of Columbus and that the city map is hereby amended to show the corporate boundary extended to include said tracts of land. That said tracts of land so included and annexed are described as follows:

## **TRACT I**

A tract of land located in part of the NE1/4 and SE1/4 Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the NE corner of the SE1/4 of Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the east line of the NE1/4 SE1/4 said section 20 to have a bearing of S 0°10'19" W; thence S 0°10'19" W and on said east line,

348.07 feet to a point on the north right-of-way line Union Pacific Railroad; thence S 84°10'42" W and on said north right-of-way line 33.18 feet to the Point of Beginning, said point being the intersection of the north right-of-way line Union Pacific Railroad and the west line of 3rd Avenue; thence S 84°10'42" W and on said north line 50.05 feet; thence N 15°15'40" W, 264.36 feet; thence N 0°00'15" E, 774.06 feet; thence N 48°09'09" E, 92.30 feet; thence N 0°10'02" E, 127.43 feet; thence S 89°51'39" E, 54.05 feet to a point on the west line 3rd Avenue; thence S 0°11'15" W and on said west line, 861.37 feet; thence S 0°10'19" W and on said west line, 351.53 feet to the Point of Beginning, containing 2.94 acres more or less; and

## **TRACT II**

A tract of land located in part of the NE1/4 Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the NE corner of the SE1/4 of Section 20, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the east line of said NE1/4 to have a bearing of N 0°11'15" E; thence N 0°11'15" E and on said east line, 861.39 feet; thence N 89°51'39" W, 33.00 feet to the Point of Beginning, said point being on the west line of 3rd Avenue; thence N 89°51'39" W, 17.00 feet; thence N 0°11'15" E, 414.00 feet; thence S 89°51'39" E, 17.00 feet; thence S 0°11'15" W, 414.00 feet to the Point of Beginning, containing .16 acres more or less; and

## **TRACT III**

A tract of land located in the SW1/4 Section 21, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner SW1/4 Section 21, T17N, R1E, of the 6th P.M., Platte County, Nebraska, and assuming the west line of said SW1/4 to have a bearing of N 0°10'03" E; thence N 0°10'03" E and on said west line, 690.02 feet to the Point of Beginning; thence N 0°10'03" E and on said west line, 629.78 feet to the southwest corner NW1/4 SW1/4 said Section 21; thence N 0°10'19" E and on the west line of the NW1/4 SW1/4 said Section 2, 821.39 feet to a point on the existing Southerly right-of-way line of the Union Pacific Railroad; thence N 84°10'42" E and on said southerly right-of-way line, 329.71 feet; thence S 5°49'09" E, 202.12 feet; thence S 13°50'26" W, 566.24 feet; thence S 21°01'08" W, 203.28 feet; thence S 12°35'11" W, 252.69 feet; thence S 7°55'38" W, 299.99 feet to a point on the north right-of-way line 10th Street; thence S 89°42'35" W and on said north line 48.00 feet to the point of beginning, containing 6.90 acres more or less.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same hereby are 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 office of the city clerk.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2021.

\_\_\_\_\_  
MAYOR

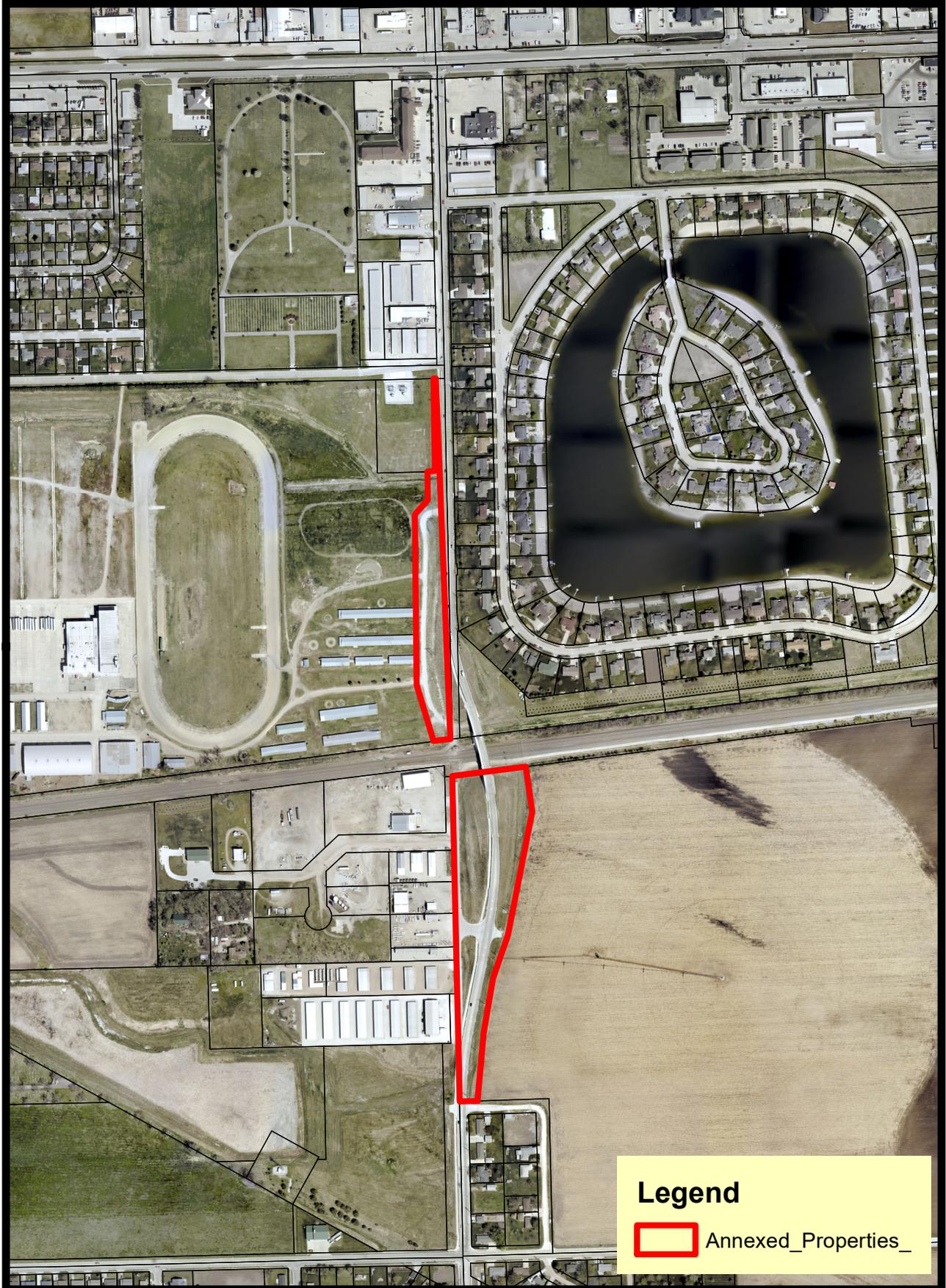
ATTEST:

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

APPROVED AS TO FORM:

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

# ANNEXATION PROPERTY FOR 3RD AVENUE VIADUCT



17. **ORDINANCES ON THIRD READING - None**
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda**
19. **UNFINISHED BUSINESS - None**
20. **ADJOURNMENT**