

City Council Regular Meeting
Tuesday, February 22, 2022 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

Neb. Rev. Stat. § 84-1407. Act, how cited.

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

Neb. Rev. Stat. § 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.

Neb. Rev. Stat. § 84-1409. Terms, defined.

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

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

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, 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) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

Neb. Rev. Stat. § 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.

Neb. Rev. Stat. § 84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual meetings 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) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

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

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

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

would be provided if virtual conferencing was not used;

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

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

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

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

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

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

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in Open Meetings Act

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

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsections (5) and (6) of section 84-1413.

Neb. Rev. Stat. § 84-1412. Meetings of public body; rights of public; public body; powers and duties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Neb. Rev. Stat. § 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.

(7) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public web site the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the web site at least twenty-four hours before the meeting of

the governing body. Minutes shall be placed on the web site at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public web site for at least six months.

Neb. Rev. Stat. § 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.

Neb. Rev. Stat. § 84-1415. Open Meetings Act; requirements; waiver; validity of action.

No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

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 7, 2022, 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 7, 2022, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on January 26, 2022, 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 Chief Chuck Sherer, Public Property Director Doug Moore, Public Works Director Chuck Sliva, Library Director Karen Connell, Interim Fire Chief Kyle Lingenfelter, and Account Clerk II/Records Clerk II Linda Nickeson.
2. **PRAYER:** Augustine-Schulte led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was sung and the Pledge of Allegiance was recited.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Augustine-Schulte and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of January 17, 2022, City Council meeting.**
 - 4.B. **Minutes of January 18, 2022, Civil Service Commission meeting certifying assistant fire chief candidates Nathan Jones, Terrence Janicek, and Craig Dagen.**
 - 4.C. **Minutes of January 19, 2022, Civil Service Commission meeting certifying**

- fire chief candidates **Ryan Gray, Brian Lichty, and Trent Kleinow.**
- 4.D. Quote from Downey Drilling, Inc. in the amount of \$9,900 for repairs to Well No. 2 located at 11 Street and 29 Avenue.**
- 4.E. Quote from Downey Drilling, Inc. in the amount of \$8,000 for repairs to Well No. 12 located at 11 Street and 31 Avenue.**
- 4.F. Resolution No. R22-09 approving lease agreement with Loup River Public Power District for use of an "H" beacon for municipal airport.** Resolution No. R22-09 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LEASE AGREEMENT WITH LOUP RIVER PUBLIC POWER DISTRICT FOR USE OF AN "H" BEACON FOR THE COLUMBUS MUNICIPAL AIRPORT; 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.
- 4.G. Resolution No. R22-10 approving Change Order No. 1 with Commonwealth Electric Company revising the completion date to August 15, 2022, due to material and flagging operation delays for 33rd Avenue Viaduct Bridge Up-Lighting project.** Resolution No. R22-10 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING CHANGE ORDER NO. 1 WITH COMMONWEALTH ELECTRIC COMPANY PROVIDING FOR A REVISED COMPLETION DATE OF AUGUST 15, 2022, FOR THE 33RD AVENUE VIADUCT BRIDGE UP-LIGHTING PROJECT.
- 4.H. Payroll and bills on file.** B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grants; R=Refund; S=Service & Supplies; T=Training
02/18/22 Payroll \$710,833.60; AC&L Sprinklers 469.00 S; Ace Hardware 1,690.35 S; Advance Auto 237.06 S; Airport Lighting 531.88 S; Albireo Energy 1,020.00 S; Amazon 2,655.04 S; Aqua-Chem 989.85 S; Arnold Motor 250.29 S; Auxiant 68,072.06 S; Best Version Media 152.00 S; Bibliotheca 34.02 S; Big Red Prtg 1,415.63 S; Blackstone Pub 430.34 S; R Bogus 180.18 E; BOKF NA 270,610.25 B; Bomgaars 942.25 S; A Bonczynski 15.00 E; C Borchers 11.29 E; Bound Tree Med 847.70 S; Brunkhorst Eng Mach 60.00 S; BS&A 6,493.00 S; Capital Bus Sys 23.63 S; Casey's Mail Serv 428.86 S; Ctr Point Lrg Prt 90.48 S; CCC 71.00 T; City of Col 5,394.68 S; Col Area HR Assoc 125.00 S; CCH 272.06 S; Col Custom Embr 248.00 S; Col Steel 1,580.00 S; Col Tire 297.40 S; Consltd Mgmt 253.93 T; Core & Main 2,906.67 S; Cornhusker Marriott 444.00 T; Danko Emerg Equip 3,346.32 S; DAS State Acctg 1,471.99 S; Deer & Co 134,622.20 CP; Digital-Ally 255.00 CP; Dohmen Garage Door 70.00 S; Downtown Bus Assoc 100.00 S; DTN 480.00 S; Eakes 864.59 S; E Feld Equip 586,071.82 CP; Edison Lighting 788.40 S; Electrical Eng & Equip 63.25 S;

Electronic Contracting 6,100.14 CP; Electronic Eng 212.22 S; Enterprise Elec 29.16 S; Evident 7,812.87 CP,S; Fastenal 129.33 S; FBINAA 250.00 S; T Finkral 12.09 E; First Impressions 325.00 S; First Natl Bank 208.10 E; Gale 408.68 S; Galls 147.60 S; Gehring Const 54,353.40 CP,S; General Traffic Controls 2,235.57 S; G-O Rapid Lube 44.32 S; Great Plains Bldg 199.01 S; Great Plains Comm 842.71 S; K Grombacher 400.00 S; H & M Elec 433.31 S; Hadley-Braithwait 109.90 S; J Henggeler 36.72 E; T Hiner 39.50 E; HOA Sol 517.50 S; Hometown Lsng 177.97 S; Hotsy Equip 346.00 S; Huffman Eng 5,130.00 CP; Humphrey Democrat 28.00 S; Ingram Libry 3,357.62 S; Interstate Battery 586.79 S; Jackson Serv 2,747.87 S; Kelly Sup 554.08 S; K Kline 66.25 E; Lakeview Small Eng 247.49 S; P Laska 71.90 E; League of NE Munic 1,157.00 T; Lincoln Winwater Works 911.30 S; Logan Contractors 9,501.11 S; M & O Door 237.50 S; MacQueen Equip 2,826.50 S; Magnet Forensics 4,040.00 CP; Mailbox 340.75 S; M Jones Const 201.62 S; Matheson-Linweld 13.06 S; Medline Ind 869.26 S; Menards 1,808.03 S; J Merrill 901.00 S; L Merrill 599.00 S; Mid-Am Research 6,906.25 S; MW Tape 50.97 S; MW Turf 51.48 S; Mitchell1 1,762.56 S; Moms & Mops 80.00 S; Munic Pipe Tool 5,689.98 S; NAPA 79.85 S; NE Emerg Serv 225.00 S; NE Harvestore 169.63 S; NE Public Hlth 393.00 S; NE Supreme Court 100.85 S; NE-IA Ind Fasteners 35.23 S; NE Comm College 2,475.00 T; NE NE Clerks Assoc 40.00 S; NENEDD 1,755.00 G; Novicki Fire Prev 276.00 S; Occup Hlth 7,201.00 S; Officenet 16.63 S; One Source 10.00 S; O'Reilly 243.27 S; Overhead Door 557.32 S; D Person 86.57 R; P Lien 6,252.69 S; Pizza Ranch 124.80 S; Reg of Deeds 16.00 S; Presto-X 100.00 S; Quadiant 1,000.00 S; Reardon 1,220.64 S; River Valley Tire 310.00 S; Schieffer Signs 275.00 S; Security Equip 1,614.00 S; Sempek Paint 1,500.00 S; ServiceMaster 8,037.00 S; C Shefcyk 14.50 E; Shevlin Sup 157.10 S; SirsiDynix 12,395.62 S; D Sliva 12.09 E; Southern Water Serv 2,189.12 S; Stanley Petro 280.00 S; State Fire Marshal Train Div 225.00 T; Dept of Rev 43,441.29 S; Stericycle 1,011.26 S; Super Saver 148.27 S; Sysco 6,592.02 S; Home Depot 4.67 S; Tire Outlet 1,639.02 S; B Tomka 46.89 E; Tooley Drug 127.08 S; Truck Ctr 2,681.42 S; U & I 135.00 S; USPS 10.00 S; UNL 60.00 T; USA Blue Bk 3,413.09 S; Van Diest 78.00 S; Van Wall 1,072.18 S; Verizon 32.38 S; Walmart 424.29 S; Wanco 728.00 S; Wellness Partners 10.00 S; W Dillon 720.00 S; World Trade Press 700.40 S; York Co Comm Ctr 297.00 T; S Ziembra 13.98 E. TOTAL \$2,047,092.69.

5. APPROVAL OF MINUTES: Included in Consent Agenda

6. SPECIAL PRESENTATIONS:

6.A. Annual report from Library Board. Karen Connell, on behalf of the Library Board, reviewed the financials, reported on activities and services provided the past year, and gave a brief history and update on the community building project.

6.B. Update from Children's Museum Board. Tim Kacena, president of the

Children's Museum Board, reported on activities to date while establishing the board and upcoming plans for the children's museum. He pointed out that a sensory area will be incorporated within the museum allowing the Columbus museum to be the first in the country to receive sensory accreditation. Kacena named the additional board members and said they are actively seeking grants and donations for the project.

7. **PUBLIC HEARINGS:** None
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** None
10. **REPORTS OF COUNCIL COMMITTEES:** None
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
 - 13.A. **Request of 23rd West, LLC dba Bo's West Sports Bar for lottery sales outlet location at 3720 23 Street.** The request of Bo's West Sports Bar as a lottery sales outlet location was approved 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".
 - 13.B. **Quote from Danko Emergency Equipment in the amount of \$11,400 for fire hoses for fire department.** The quote from Danko Emergency Equipment for fire hoses was accepted with a motion by Roth and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 13.C. **Purchases from Electronic Engineering in the amount of \$39,807.15 for emergency equipment and Motorola Solutions in the amount of \$17,658.27 for repeaters for police vehicles.** The purchases from Electronic Engineering for emergency equipment and Motorola Solutions for repeaters was approved with a motion by Augustine-Schulte and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 13.D. **Plans, specifications, estimate of cost in the amount of \$2,700,000, and authorization to advertise for bids for Street Improvement District No. 184 (23 Street from east of 48 Avenue to 54 Avenue). (Plans and specifications on file in the engineering department.)** The plans, specifications, estimate of cost, and authorization to advertise for bids for Street Improvement District No. 184 were approved with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 13.E. Comments from mayor and city council members.** Bulkley commended library staff for continuing to provide excellent service during construction of the new facility.
- 14. RESOLUTIONS:**
- 14.A. Resolution No. R22-11 approving contract with The Diamond Engineering Company in the amount of \$382,849 for Power House Park Trail Phase 1.** Resolution No. R22-11 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDED A CONTRACT TO THE DIAMOND ENGINEERING COMPANY IN THE AMOUNT OF \$382,849 FOR POWER HOUSE PARK TRAIL PHASE 1 was adopted with a motion by Lohr and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.B. Resolution No. R22-12 approving engineering service agreement with RVW, Inc. in an amount not to exceed \$79,400 for pre-construction and construction for fiber optic south ring and community building relocation project for city facilities.** Resolution No. R22-12 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN ENGINEERING SERVICE AGREEMENT WITH RVW, INC. IN A LUMP SUM FEE IN AN AMOUNT NOT TO EXCEED \$79,400 FOR PRE-CONSTRUCTION AND CONSTRUCTION IN CONJUNCTION WITH CITY FACILITIES FIBER OPTIC SOUTH RING AND COMMUNITY BUILDING RELOCATION PROJECT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.C. Resolution No. R22-13 revoking Resolution No. R01-41 which allowed for consumption of alcoholic beverages at fire stations.** Resolution No. R22-13 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REVOKING AND NULLIFYING RESOLUTION NO. R01-41 WHICH ALLOWED FOR CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE COLUMBUS FIRE STATIONS IN LIMITED CIRCUMSTANCES; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH was adopted with a motion by Bahr and a second by Schilling. 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. 22-02 amending and re-adopting Chapter 92 of Title IX of Columbus City Code regarding nuisances.** On its first reading, Ordinance No. 22-02 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND AND RE-ADOPT CHAPTER 92 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) WITH REGARD TO NUISANCES; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only.
- 16. ORDINANCES ON SECOND READING:** None
- 17. ORDINANCES ON THIRD READING:** None
- 18. CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda
- 19. UNFINISHED BUSINESS:** None
- 20. ADJOURNMENT:** The meeting adjourned at 7:31 p.m.

Presented and approved this 22 day of February, 2022.

MAYOR

ATTEST:

CITY CLERK

4.B. Resolution No. R22-14 authorizing payment of various improvement projects.

RESOLUTION NO. R22- 14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: BOYD JONES CONSTRUCTION CO. – LIBRARY/CULTURAL ARTS FACILITY – \$1,359,056.57.

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

Boyd Jones Construction Co. Library/Cultural Arts Facility \$1,359,056.57

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY CLERK

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

City of Columbus, NE
PO Box 1677
Columbus, NE 68602-1677
FROM CONTRACTOR:
Boyd Jones Construction Co.
950 S. 10th St., STE 100
Omaha, NE 68108
CONTRACT FOR:

PROJECT:

Library / Cultural Arts Facility

VIA ARCHITECT:

APPLICATION NO:

14

PERIOD TO:

1/31/22

Start:

1/1/22

Finish:

1/31/22

PROJECT NOS: 16-026

CONTRACT DATE:

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	26,201,578.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	26,201,578.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	6,001,962.24
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	588,993.28
b. % of Stored Material	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		
	\$	588,993.28
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	5,412,968.96
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	4,053,912.39
8. CURRENT PAYMENT DUE	\$	1,359,056.57
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	20,788,609.04

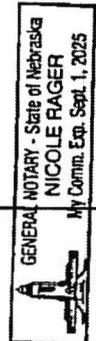
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR:

By: [Signature] Date: 2/1/2022

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



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 1,359,056.57

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

ARCHITECT:

By: [Signature] Date: 2/7/2022

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

[Signature] 2/12/22

4.C. Finance Department reports.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS
 FROM 10/01/2021 TO 01/31/2022
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2021	Total Debits	Total Credits	Ending Balance 01/31/2022
100	GENERAL FUND	9,148,741.38	6,671,787.54	10,816,910.89	5,003,618.03
160	PLATE CO LIBRARY SERVICE	79,247.31	12,904.61	15.18	92,136.74
175	ARP ACT FUNDS	2,076,774.22	2,125.29	397.92	2,078,501.59
189	PERPETUAL CARE	79,597.37	81.46	15.26	79,663.57
200	STREETS/ENGINEERING	4,625,750.73	4,346,088.40	3,905,076.67	5,066,762.46
205	AIRPORT	871,098.09	130,889.33	130,401.38	871,586.04
210	SALES TAX	9,644,849.66	1,926,570.35	2,394,426.62	9,176,993.39
211	1/2 CENT SALES TAX	13,698,335.36	3,435,147.66	3,920,244.47	13,213,238.55
220	COMMUNICATIONS - E911	209,873.59	503,556.67	457,252.79	256,177.47
221	COMMUNICATIONS - WIRELESS E911	205,343.73	43,512.10	65,249.90	183,605.93
225	COMMUNICATIONS-EC-911 EQUIPMENT	(7,878.46)	6,216.00	7,770.00	(9,432.46)
240	HOUSING REHAB & LOANS	67,236.47	31,176.65	30,250.99	68,162.13
260	PROGRESS AND JOBS GROWTH	1,323,016.72	270,091.53	127,787.37	1,465,320.88
270	KENO	813,318.91	173,220.12	146,992.17	839,546.86
400	DEBT SERVICE FUND	7,880,908.76	139,542.36	1,416,654.12	6,603,797.00
480	COMMUNITY REDEVL AUTH	162,349.10	105,688.84	128,326.88	139,711.06
500	UTILITY SERVICE	13,965,570.46	4,466,071.46	5,211,291.85	13,220,350.07
520	WATER	12,635,880.14	1,799,976.69	1,292,071.14	13,143,785.69
530	LOUP DISTRIBUTION	2,434,784.28	1,214,063.46	1,212,038.32	2,436,809.42
560	STORMWATER UTILITY	778,908.44	149,119.80	42,054.24	885,974.00
570	SOLID WASTE DIVISION	2,560,796.03	794,421.24	555,135.75	2,800,081.52
600	HEALTH INSURANCE	2,601,840.13	243,836.26	448,905.90	2,396,770.49
710	FIRE PENSION	93,414.09	94.25	4,739.90	88,768.44
730	LICENSES TO SCHOOLS	4,165.00	9,295.00	4,165.00	9,295.00
740	LIBRARY FOUNDATION	3,408,222.67	0.00	0.00	3,408,222.67
745	LIBRARY ENDOWMENT	2,075,751.15	0.00	0.00	2,075,751.15
750	GERRARD PARK TRUST	157,276.80	3,180.40	0.00	160,457.20
999	PAYROLL CLEARING	60,569.13	3,221,334.97	3,251,899.71	30,004.39
	TOTAL - ALL FUNDS	91,655,741.26	29,699,992.44	35,570,074.42	85,785,659.28

4.D. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02057 02/23/2022	A TO Z MESSAGING INVOICE	14447	ANSWERING SERVICE	125.00	
			Total:	125.00	
			Net of 1 Invoices / 0 Checks	125.00	
00116 02/23/2022	ACE HARDWARE & GARDEN CNT INVOICE	183225/5	CHISELWOOD 1 1/4" PRO	25.98	
02/23/2022	INVOICE	183263/5	FLAT WASHER	19.49	
02/23/2022	INVOICE	183298/5	DUCT TAPE, SILICONE, CAUTION TAPE	41.96	
02/23/2022	INVOICE	183341/5	HEX NUTS, BATTERIES	33.77	
02/23/2022	INVOICE	183370/5	2 KEYS	5.18	
02/23/2022	INVOICE	183376/5	PINE SOL, MARC RING BE GONE, CLOROX GERMICID	68.55	
02/23/2022	INVOICE	183382/5	DUCT, MASKING, ELECTRICAL TAPE, FUSE PLUG, i	50.54	
02/23/2022	INVOICE	183423/5	HOOKS	14.95	
02/23/2022	INVOICE	183406/5	SHOVEL, HAND TROWEL	23.58	
02/23/2022	INVOICE	183412/5	DRILL BIT,NUT, BOLTS	5.69	
02/23/2022	INVOICE	183437/5	GM PLAS HD KEY	7.98	
02/23/2022	INVOICE	183463/5	POLY PIPE 1"X100'	33.99	
02/23/2022	INVOICE	183477/5	PAINT BRUSH, PRIMER BULLS EYE	35.52	
02/23/2022	INVOICE	183505/5	NUTS, BOLTS	3.40	
			Total:	370.58	
			Net of 14 Invoices / 0 Checks	370.58	
03104 02/23/2022	ACE SANITATION SERVICE INC. INVOICE	4932 FEB 22	JANUARY GARBAGE SERVICE	39.00	
02/23/2022	INVOICE	4931 FEB 22	JANUARY GARBAGE SERVICE	39.00	
			Total:	78.00	
			Net of 2 Invoices / 0 Checks	78.00	
00180 02/23/2022	ADVANCE AUTO PARTS INVOICE	5606203265448	OIL FILTER	2.30	
02/23/2022	INVOICE	5606203265454	13" XTRA CLEAR	11.04	
02/23/2022	INVOICE	5606203613654	OIL, FUEL & AIR FILTERS	91.30	
02/23/2022	INVOICE	5606203565556	FUEL FILTER	13.29	
02/23/2022	INVOICE	5606203465527	2 - OIL FILTER	20.98	
02/23/2022	INVOICE	5606203465510	HYDRAULIC LUBE, AIR FILTER, FUEL SPIN ON	60.52	
02/23/2022	INVOICE	5606203465528	AIR FILTER	68.59	
02/23/2022	INVOICE	5606203465523	OIL FILTER	7.68	
02/23/2022	INVOICE	5606203465529	HYDRAULIC LUBE	7.69	
02/23/2022	INVOICE	5606204034766	FUEL FILTER	12.59	
			Total:	295.98	
			Net of 10 Invoices / 0 Checks	295.98	
10420 02/23/2022	AKRS EQUIPMENT INVOICE	3038838	O-RING, VALVE SEAT, SHIELD, GASKET	76.44	
02/23/2022	INVOICE	3032913	PARTS	835.96	
02/23/2022	INVOICE	3032928	CYLINDER HEAD & PARTS	2,524.05	
			Total:	3,436.45	
			Net of 3 Invoices / 0 Checks	3,436.45	
02304	ALPHAMEDIA USA LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/23/2022	INVOICE	1312022AQ	JANUARY ADVERTISING	2,000.00	
			Total:	2,000.00	
			Net of 1 Invoices / 0 Checks	2,000.00	
00501	AMAZON				
02/23/2022	INVOICE	958958339375	JUJUTSU KAISEN VOL 4	33.88	
02/23/2022	INVOICE	454468757553	1 1/2"X100" TREATED	388.00	
02/23/2022	INVOICE	439483883696	HEAT SHRINK 2"	20.00	
02/23/2022	INVOICE	559898497778	USB C CABLE	44.97	
02/23/2022	INVOICE	458854546349	DVDS & SUPPLIES	360.01	
02/23/2022	INVOICE	698433775994	DVD & PROCASE HARD DRIVE CASE	25.23	
02/23/2022	INVOICE	663694375799	APROCA HARD TRAVEL STORAGE	22.99	
02/23/2022	INVOICE	547486838698	WECOLOR 100 PCS, SUBLIMATION PAPER, 2 ROLLS	62.55	
02/23/2022	INVOICE	114-8932496-562180	AMAZON-SHOOTER'S REST.SIGHT - HEESACKER QM	223.14	
02/23/2022	INVOICE	534937769649	OREGON PROFESSIONAL 120 VOLT	329.99	
02/23/2022	INVOICE	957676357895	TERRA COTTA POTS	137.94	
			Total:	1,648.70	
			Net of 11 Invoices / 0 Checks	1,648.70	
00418	AQUA-CHEM INC				
02/23/2022	INVOICE	00198441	PH PROBE	269.32	
			Total:	269.32	
			Net of 1 Invoices / 0 Checks	269.32	
00587	AQUA-PURE INC				
02/23/2022	INVOICE	COLNE2202	MONTHLY SERVICE CONTRACT - NORTH & SOUTH WE:	7,539.71	
			Total:	7,539.71	
			Net of 1 Invoices / 0 Checks	7,539.71	
01959	ARL CREDIT SERVICES INC				
02/23/2022	INVOICE	PCCIT02 JAN 22	PRE-COLLECT NOTICES	4.00	
02/23/2022	INVOICE	ACCTY150 JAN 22	JANUARY COLLECTION SERVICES	805.31	
02/23/2022	INVOICE	PBCPL01	ANNUAL PUBLIC RECORD BULLETIN SUBSCRIPTION I	155.00	
			Total:	964.31	
			Net of 3 Invoices / 0 Checks	964.31	
10561	ARNOLD MOTOR SUPPLY				
02/23/2022	INVOICE	78NV029161	GASKET MATERIAL	10.60	
02/23/2022	INVOICE	78NV028956	DISC BRAKE PADS	117.84	
02/23/2022	INVOICE	78JV000593	TURN ROTORS	130.00	
02/23/2022	INVOICE	78NV029674	AIR FILTER	27.09	
02/23/2022	INVOICE	78NV029679	2 - BATTERY CABLE, 2 - 50/EA STRTR CABL	30.64	
02/23/2022	INVOICE	78NV029411	3 OIL FILTERS, AIR FILTER, 2 FUEL FILTERS, I	92.79	
02/23/2022	INVOICE	78NV029460	2 AIR FILTERS, 1 FUEL FILTER	56.58	
02/23/2022	INVOICE	78NV029302	OIL FILTER, RAVEN NITRILE MED 100/BOX	40.68	
02/23/2022	INVOICE	78NV029702	AIR FILTER	32.40	
02/23/2022	INVOICE	78NV029787	2 - OIL & AIR FILTERS	89.46	
02/23/2022	INVOICE	78NV026970	SUPPLIES	40.17	
02/23/2022	INVOICE	78NV026975	8G-8MBX90	40.17	
02/23/2022	INVOICE	78NV026974	8G-8MBX90	40.17	
02/23/2022	INVOICE	78NV026927	8G-8MBX90	40.17	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/23/2022	INVOICE	78NV027064	8G-8MBX90	40.17	
02/23/2022	INVOICE	78NV027065	8G-8MBX90	40.17	
02/23/2022	INVOICE	78NV029648	HD CIRCUIT TESTER	16.99	
Total:				886.09	
Net of 17 Invoices / 0 Checks				886.09	
00461	BEHLEN TOWING LLC				
02/23/2022	INVOICE	28073	TOWING	100.00	
02/23/2022	INVOICE	29067	TOWING	100.00	
02/23/2022	INVOICE	22843	TOWING	100.00	
02/23/2022	INVOICE	22846	TOWING	100.00	
Total:				400.00	
Net of 4 Invoices / 0 Checks				400.00	
02421	BIBLIOTHECA LLC				
02/23/2022	INVOICE	INV-US51461	CLOUD LIBRARY E AUDIOBOOK LICENSE	67.69	
02/23/2022	INVOICE	INV-US51463	CLOUD LIBRARY EBOOK LICENSE	32.89	
Total:				100.58	
Net of 2 Invoices / 0 Checks				100.58	
03256	BLACK HILLS ENERGY				
02/23/2022	INVOICE	6007 1329 48	FEB22NATURAL GAS	4,015.31	
02/23/2022	INVOICE	0815 1921 72	FEB22NATURAL GAS	878.28	
02/23/2022	INVOICE	6310 3990 85	FEB22NATURAL GAS	687.03	
02/23/2022	INVOICE	8429 6210 02	FEB22NATURAL GAS	511.08	
02/23/2022	INVOICE	7226 0844 98	FEB22NATURAL GAS	424.86	
02/23/2022	INVOICE	4447 5106 07	FEB22NATURAL GAS	373.20	
02/23/2022	INVOICE	1450 5796 12	FEB22NATURAL GAS	207.46	
02/23/2022	INVOICE	1164 9983 32	FEB22NATURAL GAS	164.04	
02/23/2022	INVOICE	5431 5180 01	FEB22NATURAL GAS	138.97	
02/23/2022	INVOICE	5915 3548 20	FEB22NATURAL GAS	130.41	
02/23/2022	INVOICE	5317 1214 84	FEB22NATURAL GAS	112.98	
02/23/2022	INVOICE	4086 6115 74	FEB22NATURAL GAS	111.71	
02/23/2022	INVOICE	0778 7198 98	FEB22NATURAL GAS	110.92	
02/23/2022	INVOICE	7504 0422 35	FEB22NATURAL GAS	104.73	
02/23/2022	INVOICE	5389 9420 88	FEB22NATURAL GAS	87.59	
02/23/2022	INVOICE	5048 9157 09	FEB22NATURAL GAS	85.24	
02/23/2022	INVOICE	2278 6168 20	FEB22NATURAL GAS	72.85	
02/23/2022	INVOICE	6942 7542 63	FEB22NATURAL GAS	70.04	
02/23/2022	INVOICE	3343 6679 78	FEB22NATURAL GAS	58.11	
02/23/2022	INVOICE	9767 8260 47	FEB22NATURAL GAS	52.21	
02/23/2022	INVOICE	4665 9615 35	FEB22NATURAL GAS	49.27	
Total:				8,446.29	
Net of 21 Invoices / 0 Checks				8,446.29	
00917	BLACKSTONE PUBLISHING				
02/23/2022	INVOICE	2023095	MATERIALS	275.06	
Total:				275.06	
Net of 1 Invoices / 0 Checks				275.06	
00240	BOUND TREE MEDICAL LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/23/2022	INVOICE	84389013	PEDIATRIC ELECTRODES	544.14	
02/23/2022	INVOICE	84389012	MASIMO M-LNCS INFANT 3 FT ADHESIVE SENSOR	177.90	
02/23/2022	INVOICE	84385268	NASOPHARYNGEAL AIRWAY	61.80	
			Total:	783.84	
			Net of 3 Invoices / 0 Checks	783.84	
02485	BOYD JONES CONSTRUCTION CO				
02/23/2022	INVOICE	14	LIBRARY/CULTURAL ARTS FACILITY	1,359,056.57	
			Total:	1,359,056.57	
			Net of 1 Invoices / 0 Checks	1,359,056.57	
10547	BVH ARCHITECTURE				
02/23/2022	INVOICE	39416	PROJECT 20036 COULMBUS LIBRARY, CHILDREN'S I	15,527.70	
02/23/2022	INVOICE	39483	20036 COLUMBUS LIBRARY, CHILDRENS MUSEUM & (28,754.90	
			Total:	44,282.60	
			Net of 2 Invoices / 0 Checks	44,282.60	
02578	CAPITOL CITY ELECTRIC				
02/23/2022	INVOICE	19991	REPAIR DAMAGED TRAFFIC LIGHTS - 18TH AVE	1,054.63	
			Total:	1,054.63	
			Net of 1 Invoices / 0 Checks	1,054.63	
10604	CASEY'S MAIL SERVICE LLC				
02/23/2022	INVOICE	1726	JANUARY DAILY MAIL & STATEMENTS	4,520.08	
			Total:	4,520.08	
			Net of 1 Invoices / 0 Checks	4,520.08	
01209	CENTER POINT LARGE PRINT				
02/23/2022	INVOICE	1908389	MATERIALS	88.08	
			Total:	88.08	
			Net of 1 Invoices / 0 Checks	88.08	
01148	CENTURY LINK				
02/23/2022	INVOICE	402D330443 FEB 2	E911 PHONE CHARGES	994.63	
			Total:	994.63	
			Net of 1 Invoices / 0 Checks	994.63	
00262	CLUB PROPHET SYSTEMS				
02/23/2022	INVOICE	402202013285	MONTHLY TEE SHEET	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
02542	CNC REPAIR LLC				
02/23/2022	INVOICE	5592	OIL CHANGE, AIR FILTER UNIT #202 VIN 8538	53.91	
02/23/2022	INVOICE	5593	OIL CHANGE - UNIT #201 VIN 8537	39.00	
02/23/2022	INVOICE	5607	BATTERY - UNIT #177 VIN 1808	190.91	
02/23/2022	INVOICE	5614	OIL CHANGE, AIR FILTER UNIT #198 VIN 5404	55.94	
02/23/2022	INVOICE	5617	REMOVE & REPLACE OXYGEN SENSOR - VIN 2756	430.84	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/23/2022	INVOICE	5639	OIL CHANGE, BATTERY, EVAP PURGE SOLENOID UN:	769.61	
02/23/2022	INVOICE	5651	REPLACE SPARK PLUGS & IGNITION COIL BOOTS -	450.97	
02/23/2022	INVOICE	5690	OIL CHANGE - UNIT #203 VIN 8539	40.00	
02/23/2022	INVOICE	5691	BATTERY - UNIT #204 VIN 9749	360.85	
02/23/2022	INVOICE	5692	BATTERY - UNIT #174 VIN 1645	332.03	
02/23/2022	INVOICE	5693	OIL CHANGE, BRAKE PADS & ROTORS UNIT #179 V.	402.17	
02/23/2022	INVOICE	5694	OIL CHANGE - UNIT #182 VIN 4677	44.35	
Total:				3,170.58	
Net of 12 Invoices / 0 Checks				3,170.58	
03140	COLUMBUS AREA	CHAMBER OF			
02/23/2022	INVOICE	37297	2022 ASSISTANCE	8,000.00	
02/23/2022	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,200.00	
Total:				9,200.00	
Net of 2 Invoices / 0 Checks				9,200.00	
10458	COLUMBUS AREA	VISITORS BUREAU			
02/23/2022	INVOICE	20122PARKS	CO-SPONSORSHIP 2021 CYN SUMMIT	1,250.00	
Total:				1,250.00	
Net of 1 Invoices / 0 Checks				1,250.00	
03141	COLUMBUS	COMMUNITY HOSPITAL			
02/23/2022	INVOICE	10724304-0001	LAB - GERARDO A IZAGUIRRE	20.15	
02/23/2022	INVOICE	10002274	PHARMACY	512.68	
Total:				532.83	
Net of 2 Invoices / 0 Checks				532.83	
00036	COLUMBUS	CUSTOM EMBROIDERY			
02/23/2022	INVOICE	E39267	SWEATER & VNECK TEE - KELLI OCHS	66.00	
02/23/2022	INVOICE	E39264	TUNIC - JESSICA WILKINSON	35.00	
Total:				101.00	
Net of 2 Invoices / 0 Checks				101.00	
01638	COLUMBUS	FAMILY RESOURCE CTR			
02/23/2022	INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	9,967.12	
02/23/2022	INVOICE	MONTHLY	BALANCE DUE, JANUARY RENT INCREASE	655.16	
Total:				10,622.28	
Net of 2 Invoices / 0 Checks				10,622.28	
02885	COLUMBUS	FRATERNAL ORDER			
02/23/2022	INVOICE	0113222HEFTI	TRAINING SHIRTSS - HEFTI QM	43.00	
Total:				43.00	
Net of 1 Invoices / 0 Checks				43.00	
03144	COLUMBUS	TELEGRAM			
02/23/2022	INVOICE	118-60106294	VISITORS GUIDE	792.00	
02/23/2022	INVOICE	118-60058220	VISITORS GUIDE	449.00	
02/23/2022	INVOICE	118-60003415	LEGAL NOTICES/EMPLOYEEMENT ADS	2,938.81	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	4,179.81	
			Net of 3 Invoices / 0 Checks	4,179.81	
03143	COLUMBUS TIRE & SERVICE				
02/23/2022	INVOICE	1-18105	TIRES	513.78	
			Total:	513.78	
			Net of 1 Invoices / 0 Checks	513.78	
03146	CONNECTING POINT/RADIO SHACK				
02/23/2022	INVOICE	14694	HP Z4 G4 WORKSTATION, HP PROBROOK	3,588.00	
			Total:	3,588.00	
			Net of 1 Invoices / 0 Checks	3,588.00	
01081	CONSOLIDATED MANAGEMENT CO				
02/23/2022	INVOICE	221957	MEALS - ZACHARY MC CLOUD	80.38	
02/23/2022	INVOICE	221889	ZACHARY MC CLOUD MEALS	97.36	
			Total:	177.74	
			Net of 2 Invoices / 0 Checks	177.74	
02718	CORE & MAIN LP				
02/23/2022	INVOICE	Q313950	20 - METER ADAPTERS	813.74	
02/23/2022	INVOICE	Q229487	FL6500 BATTERY RECHARGEABLE	315.72	
02/23/2022	INVOICE	Q260389	VALMATIC REPAIR	1,657.58	
			Total:	2,787.04	
			Net of 3 Invoices / 0 Checks	2,787.04	
03147	CORNHUSKER PUBLIC POWER DIST				
02/23/2022	INVOICE	41503007 FEB 22	ELECTRICITY	254.70	
02/23/2022	INVOICE	41503005 FEB 22	ELECTRICITY	44.08	
02/23/2022	INVOICE	41503001 FEB 22	ELECTRICITY	101.74	
02/23/2022	INVOICE	41503006 FEB 22	ELECTRICITY	183.95	
02/23/2022	INVOICE	41503008 FEB 22	ELECTRICITY	117.42	
02/23/2022	INVOICE	41503009 FEB 22	ELECTRICITY	155.65	
			Total:	857.54	
			Net of 6 Invoices / 0 Checks	857.54	
10754	CPS HR CONSULTING				
02/23/2022	INVOICE	SOP54461	TEST - ASSISTANT FIRE CHIEF	420.00	
02/23/2022	INVOICE	SOP54462	TEST - FIRE CHIEF	440.00	
			Total:	860.00	
			Net of 2 Invoices / 0 Checks	860.00	
10755	CROWNE PLAZA				
02/23/2022	INVOICE	23328970	KEITH SCHADEMANN 1/26/22 & 1/27/22	219.90	
			Total:	219.90	
			Net of 1 Invoices / 0 Checks	219.90	
03149	CULLIGAN OF COLUMBUS				
02/23/2022	INVOICE	255737	SALT DELIVERY	47.21	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/23/2022	INVOICE	255940	POU COOLER	38.00	
02/23/2022	INVOICE	255966	POU COOLER	38.50	
02/23/2022	INVOICE	255974	REVERSE OSMOSIS	63.00	
Total:				186.71	
Net of 4 Invoices / 0 Checks				186.71	
00270	DANKO EMERGENCY EQUIPMENT				
02/23/2022	INVOICE	120562	16 - 1.75" LOW PRESSURE/HIGH FLOW, 8 - 2.5"	11,400.00	
Total:				11,400.00	
Net of 1 Invoices / 0 Checks				11,400.00	
00374	DUNBAR DOUGLAS				
02/23/2022	INVOICE	13122GOLF	MONTHLY COMMISSIONS	915.92	
02/23/2022	INVOICE	013122GOLF	MONTHLY CONTRACT	6,498.00	
02/23/2022	INVOICE	13122GOLF	CREDIT CARD FEES REIMBURSEMENT	444.17	
Total:				7,858.09	
Net of 3 Invoices / 0 Checks				7,858.09	
03158	EAKES OFFICE SOLUTIONS				
02/23/2022	INVOICE	8424641-0	TONER CRTDG	250.15	
02/23/2022	INVOICE	8426489-1	2 BOXES SPOONS	7.92	
02/23/2022	INVOICE	8427181-0	NAME PLATE	24.08	
02/23/2022	INVOICE	8432070-0	ASTRO PARCHE PAPER	22.02	
02/23/2022	INVOICE	8431236-0	PENS	92.22	
02/23/2022	INVOICE	8431235-0	CERTIFICATES, PAPER	26.10	
02/23/2022	INVOICE	INV338403	COPIER CONTRACT	145.40	
02/23/2022	INVOICE	C8425333-0	CREDIT- SHOULD NOT BE CHARGED FOR THE COPY !	(79.98)	
02/23/2022	INVOICE	INV338014	COPIER CONTRACT	195.05	
02/23/2022	INVOICE	INV336150	COPIER CONTRACT	1,108.74	
02/23/2022	INVOICE	8426490-1	AA BATTERIES	11.51	
02/23/2022	INVOICE	8425333-0	COPY PAPER	79.98	
Total:				1,883.19	
Net of 12 Invoices / 0 Checks				1,883.19	
10665	ECKHARDT, BETSY				
02/23/2022	INVOICE	20722PARKS	FACEBOOK ADS	100.00	
Total:				100.00	
Net of 1 Invoices / 0 Checks				100.00	
03161	ELECTRICAL ENGINEERING &				
02/23/2022	INVOICE	7269326-00	HOLOPHANE STARTERS	115.35	
02/23/2022	INVOICE	7266204-00	2 - GEL 12381	53.17	
02/23/2022	INVOICE	7379679-00	BULB	13.07	
Total:				181.59	
Net of 3 Invoices / 0 Checks				181.59	
01597	ELECTRONIC ENGINEERING				
02/23/2022	INVOICE	855001626-1	2 WAY RADIO REPAIR - UNIT 45	31.25	
02/23/2022	INVOICE	855001625-1	PROGRAM 2 HT1250 RADIOS WITH NEW FIRE CODE !	72.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	103.25	
			Net of 2 Invoices / 0 Checks	103.25	
00285	EVIDENT, INC				
02/23/2022	INVOICE	186405B	BLACK NITRILE GLOVES	470.00	
			Total:	470.00	
			Net of 1 Invoices / 0 Checks	470.00	
03026	FBI-LEEDA INC.				
02/23/2022	INVOICE	63408230-22	BRADLEY WANGLER - 2022 ANNUAL DUES	50.00	
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
10729	FIFE WATER SERVICES				
02/23/2022	INVOICE	121221-3	MICROSCOPIC EVALUATION REPORT, MICRO & DNA I	850.00	
			Total:	850.00	
			Net of 1 Invoices / 0 Checks	850.00	
00242	FIRST NATIONAL BANK OMAHA				
02/23/2022	INVOICE	11200	RESIDENTIAL BUILDING INSPECTOR PRACTICE EXAM	26.76	
02/23/2022	INVOICE	101221579	ANDY WOEHRER - RESIDENTIAL BUILDING INSPECTOR	241.00	
02/23/2022	INVOICE	101221604	KEN STEINER - RESIDENTIAL BUILDING INSPECTOR	241.00	
02/23/2022	INVOICE	0080825-IN	FLIGHT LIGHT	1,120.38	
02/23/2022	INVOICE	867497	APCO INTERNATIONAL - MOLLY VETICK	439.00	
02/23/2022	INVOICE	867621	APCO - LAURA BONILLA	379.00	
02/23/2022	INVOICE	79938	HEADSETS DIRECT	332.90	
02/23/2022	INVOICE	2012905317	GO DADDY - PREMIUM DNS RENEWAL	35.88	
02/23/2022	INVOICE	R100284	CDW - MS GSA OFFICE STD 2021	6,709.78	
02/23/2022	INVOICE	20122BHM	BHM WORLD HERALD	19.99	
02/23/2022	INVOICE	011822ENG	CITY OF LINCOLN PARKING	10.00	
02/23/2022	INVOICE	12922COMM	SEASONED TIMES	15.00	
02/23/2022	INVOICE	51294	BLUE 360 - NEBRASKA CRIMINAL & TRAFFIC LAW I	87.75	
02/23/2022	INVOICE	700483119	FIRST BOOK - CAPTAIN MARVEL	12.30	
02/23/2022	INVOICE	1140	VIDEO LIBRARIAN- PREMIUM ACCESS ANNUAL	75.00	
02/23/2022	INVOICE	011622LIBRARY	FAX PLUS	11.99	
02/23/2022	INVOICE	653	RUNZA - GIFT CARDS	30.00	
02/23/2022	INVOICE	000550597	COASTAL BUSINESS SUPPLIES - SUBLIMATION PRII	1,574.00	
02/23/2022	INVOICE	127869	US CUTTER - SUBLIMATION MUG, 6-IN-1 MUG PRE:	505.56	
02/23/2022	INVOICE	222041	HUMANITIES NEBRASKA - PROGRAM	75.00	
02/23/2022	INVOICE	714724636-01	ORIENTAL TRADING	1,560.01	
02/23/2022	INVOICE	012922LIBRARY	CONSTANT CONTACT	66.50	
02/23/2022	INVOICE	K5B4XM40	US CUTTER - REFUND TAX	(33.08)	
02/23/2022	INVOICE	2266232	AMERICAN LIBRARY ASSOC - JESSICA WILKINSON	212.00	
02/23/2022	INVOICE	714861781-01	ORIENTAL TRADING - REFUND TAX	(102.06)	
02/23/2022	INVOICE	010622STREET	AMERICAN INN	178.20	
02/23/2022	INVOICE	010622STREET	AMERICAN INN	178.20	
02/23/2022	INVOICE	470852	CASEY'S	52.71	
02/23/2022	INVOICE	0001	VALENTINO'S - NATIONAL FIRE ACADEMY CLASS LI	143.46	
02/23/2022	INVOICE	7114858530291713	JIMMY JOHN'S	70.35	
02/23/2022	INVOICE	47330	FBI NATIONAL ACADEMY DUES - MOLCZYK	125.00	
02/23/2022	INVOICE	11722POLICE	A PLUS BUFFET	32.66	
02/23/2022	INVOICE	012022POLICE	TRAINING GRAND ISLAND MEALS - BURGER KING, :	26.72	
02/23/2022	INVOICE	851473805	FBINAA IOWA CHAPTER	150.00	
02/23/2022	INVOICE	20122AQU	AUTHORIZE NET FEES	30.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/23/2022	INVOICE	160	UNITED STATES POSTAL SERVICE	18.95	
02/23/2022	INVOICE	15847	LIGHT AND SIREN - 4 WIRE ARROW CONTROL	157.00	
02/23/2022	INVOICE	67281-604-1-92D0	STREET COP TRAINING - INTERDICTION MASTERMI	249.00	
02/23/2022	INVOICE	540817	HOBBY LOBBY - PAINT PENS	37.39	
02/23/2022	INVOICE	01579564	ROCKY ALPHA FORCE DUTY SHOES - CIBORON QM	127.34	
			Total:	15,222.64	
			Net of 40 Invoices / 0 Checks	15,222.64	
00169	FRONTIER				
02/23/2022	INVOICE	30818801750912722	PHONE/INTERNET/FAX LINES 1/30/22 TO 2/28/22	1,634.32	
02/23/2022	INVOICE	30818802060523942	E911 PHONE CHARGES 1/30/22 TO 2/28/22	218.46	
02/23/2022	INVOICE	40256277850209002	NWP ALARM 1/30/22 TO 2/28/22	70.34	
			Total:	1,923.12	
			Net of 3 Invoices / 0 Checks	1,923.12	
00459	GALE				
02/23/2022	INVOICE	77100512	MATERIALS	74.97	
02/23/2022	INVOICE	76964184	MATERIALS	24.80	
			Total:	99.77	
			Net of 2 Invoices / 0 Checks	99.77	
03172	GALLS LLC				
02/23/2022	INVOICE	020029112	WOMEN'S BOOT - PETERS QM	98.95	
			Total:	98.95	
			Net of 1 Invoices / 0 Checks	98.95	
03174	GEHRING CONSTRUCTION &				
02/23/2022	INVOICE	60936	2'X4' ADA TILE	3,450.00	
			Total:	3,450.00	
			Net of 1 Invoices / 0 Checks	3,450.00	
03177	GENERAL TRAFFIC CONTROLS INC				
02/23/2022	INVOICE	21809	6 - LED 8" INSERT, YELLOW BALL	424.00	
			Total:	424.00	
			Net of 1 Invoices / 0 Checks	424.00	
10401	GOLFNOW				
02/23/2022	INVOICE	INV00053864	WEBSITE/EMAIL HOSTING	180.26	
			Total:	180.26	
			Net of 1 Invoices / 0 Checks	180.26	
01373	GRAINGER				
02/23/2022	INVOICE	9201204931	OVERLOAD RELAY, STRAINER, REGULATOR KIT, DR.	132.90	
			Total:	132.90	
			Net of 1 Invoices / 0 Checks	132.90	
10756	GRAY RYAN				
02/23/2022	INVOICE	021422HR	TRAVEL EXPENSES FOR FIRE CHIEF INTERVIEW	641.47	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	641.47	
			Net of 1 Invoices / 0 Checks	641.47	
02594 02/23/2022	GREAT PLAINS BUILDING SUPPLY INVOICE	355361	MATERIALS	1,288.58	
			Total:	1,288.58	
			Net of 1 Invoices / 0 Checks	1,288.58	
02075 02/23/2022	GREAT PLAINS COMMUNICATIONS INVOICE	996-426-0026	INTERNET SERVICE 02/01 - 02/28	239.95	
			Total:	239.95	
			Net of 1 Invoices / 0 Checks	239.95	
10494 02/23/2022	GUBBELS, DOUG INVOICE	MONTHLY	OPEN/CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
00272 02/23/2022	HAWKINS INC INVOICE	6117366	CHEMICALS	7,279.26	
			Total:	7,279.26	
			Net of 1 Invoices / 0 Checks	7,279.26	
03185 02/23/2022	HDR ENGINEERING INC INVOICE	1200405809	LOST CREEK PARKWAY SEWER PROJECT 12/26/21 -	19,110.84	
			Total:	19,110.84	
			Net of 1 Invoices / 0 Checks	19,110.84	
01424 02/23/2022	HEARTLAND NATURAL GAS LLC INVOICE	98661	NATURAL GAS	280.21	
02/23/2022	INVOICE	98668	NATURAL GAS	407.91	
02/23/2022	INVOICE	98667	NATURAL GAS	130.14	
02/23/2022	INVOICE	98664	NATURAL GAS	1,474.17	
02/23/2022	INVOICE	98665	NATURAL GAS	163.35	
02/23/2022	INVOICE	98662	NATURAL GAS	3,773.23	
02/23/2022	INVOICE	98663	NATURAL GAS	719.64	
02/23/2022	INVOICE	98676	NATURAL GAS	2,902.68	
02/23/2022	INVOICE	98671	NATURAL GAS	4,218.46	
02/23/2022	INVOICE	98669	NATURAL GAS	368.98	
02/23/2022	INVOICE	98674	NATURAL GAS	252.04	
02/23/2022	INVOICE	98670	NATURAL GAS	4,556.76	
02/23/2022	INVOICE	98675	NATURAL GAS	2,101.75	
			Total:	21,349.32	
			Net of 13 Invoices / 0 Checks	21,349.32	
10297 02/23/2022	HERNANDEZ ESPERANZA INVOICE	20922LIBRARY	SPRING 2021 TUITION REIMBURSEMENT	500.00	
			Total:	500.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	500.00	
01122 02/23/2022	HOA SOLUTIONS INC INVOICE	10152	SERVICE REMOTELY - KELLER MICROLEVEL	1,259.40	
			Total:	1,259.40	
			Net of 1 Invoices / 0 Checks	1,259.40	
02332 02/23/2022	HOBART SALES & SERVICE INVOICE	XB36758	SERVICE ON HOBART DISHWASHER	214.20	
			Total:	214.20	
			Net of 1 Invoices / 0 Checks	214.20	
01724 02/23/2022	HOBBY LOBBY INVOICE	109438679	PAPER CRAFTS	132.86	
			Total:	132.86	
			Net of 1 Invoices / 0 Checks	132.86	
00099 02/23/2022	HOLIDAY INN OF KEARNEY INVOICE	85570	BRIAN BENCK	114.95	
			Total:	114.95	
			Net of 1 Invoices / 0 Checks	114.95	
00403 02/23/2022	HOWERTER MD MARK S INVOICE	MONHTLY	EMERGENCY MEDICAL DIRECTOR	616.00	
			Total:	616.00	
			Net of 1 Invoices / 0 Checks	616.00	
02804 02/23/2022	HUFFMAN ENGINEERING INC. INVOICE	1010326	DECEMBER 2021 PROGRESS BILL - SITE WONDERWA	20,520.00	
			Total:	20,520.00	
			Net of 1 Invoices / 0 Checks	20,520.00	
03192 02/23/2022	HY-VEE INC INVOICE	4837746338	GROCERY	26.29	
02/23/2022	INVOICE	4837737958	CAPRI SUN, AIR HEADS MINI BARS	25.92	
02/23/2022	INVOICE	4837912617	ROLLS, DONUTS, COOKIE, POPCORN	39.83	
02/23/2022	INVOICE	5862062573	SACK LUNCH - CIVIL SERVICE INTERVIEW	88.00	
02/23/2022	INVOICE	5862110245	SACK LUNCH - CIVIL SERVICE INTERVIEW	88.00	
			Total:	268.04	
			Net of 5 Invoices / 0 Checks	268.04	
02200 02/23/2022	IALEFI INVOICE	40737	JASON F ROMSHEK - MEMBERSHIP DUES	55.00	
			Total:	55.00	
			Net of 1 Invoices / 0 Checks	55.00	
03194 02/23/2022	INGRAM LIBRARY SERVICES, INC INVOICE	57485611	MATERIALS	58.46	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/23/2022	INVOICE	57510473	MATERIALS	678.74	
02/23/2022	INVOICE	57531484	MATERIALS	41.11	
02/23/2022	INVOICE	57417459	MATERIALS	199.70	
02/23/2022	INVOICE	57697657	MATERIALS	388.24	
02/23/2022	INVOICE	57561938	MATERIALS	559.46	
02/23/2022	INVOICE	57480612	RETURN	(7.58)	
Total:				1,918.13	
Net of 7 Invoices / 0 Checks				1,918.13	
02609	ISLAND SUPPLY WELDING CO.				
02/23/2022	INVOICE	260632	10 - 4.5X7/8" 36G CERAMIC DISC	60.80	
Total:				60.80	
Net of 1 Invoices / 0 Checks				60.80	
03199	JACKSON SERVICES INC				
02/23/2022	INVOICE	4727621	MAT, UNIFORMS	105.08	
02/23/2022	INVOICE	4727622	MAT	21.09	
02/23/2022	INVOICE	4731785	MATS, MOPS, TOWELS, WINDSHIELD WIPES	127.45	
02/23/2022	INVOICE	4729379	UNIFORMS	292.44	
02/23/2022	INVOICE	4729382	MATS	13.00	
02/23/2022	INVOICE	4729380	MATS, ROLLER TOWELS, SHOP TOWELS	38.15	
02/23/2022	INVOICE	4729381	UNIFORMS	115.57	
02/23/2022	INVOICE	4729388	UNIFORMS	85.15	
02/23/2022	INVOICE	4729389	UNIFORMS	93.37	
02/23/2022	INVOICE	4729390	MAT	2.92	
02/23/2022	INVOICE	4725927	UNIFORMS	115.57	
02/23/2022	INVOICE	4725163	MATS, ROLLER TOWELS, UNIFORMS	120.05	
02/23/2022	INVOICE	4725164	UNIFORMS	93.37	
02/23/2022	INVOICE	4725165	MAT, BAR TOWELS, SHOP TOWELS	22.07	
02/23/2022	INVOICE	4725155	PAPER TOWELS, MOP, MAT	51.87	
02/23/2022	INVOICE	4725153	MOPS, MATS	40.06	
02/23/2022	INVOICE	4725152	UNIFORMS	292.44	
02/23/2022	INVOICE	4724320	MATS	39.29	
02/23/2022	INVOICE	4722564	MATS, MOPS, WINDSHIELD WIPE, TOWELS	127.45	
02/23/2022	INVOICE	4723383	UNIFORM	17.63	
02/23/2022	INVOICE	4723384	SOAP, MOP, UNIFORMS	100.98	
02/23/2022	INVOICE	4723402	MATS	59.59	
Total:				1,974.59	
Net of 22 Invoices / 0 Checks				1,974.59	
00532	JEO CONSULTING GROUP INC				
02/23/2022	INVOICE	130727	LOUP RIVER LEVEE IMPROVEMENTS CONSTRUCTION	6,562.50	
Total:				6,562.50	
Net of 1 Invoices / 0 Checks				6,562.50	
10757	JOHN'S TIRE SALES & SERVICE				
02/23/2022	INVOICE	13122	TIRE REPAIR	38.00	
Total:				38.00	
Net of 1 Invoices / 0 Checks				38.00	
02595	K & S TOOL SERVICE				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/23/2022	INVOICE	113791	RATCHET ANVIL	21.99	
			Total:	21.99	
			Net of 1 Invoices / 0 Checks	21.99	
03201	K-C AUTO SUPPLY INC				
02/23/2022	INVOICE	131766	PANEL RETAINER	8.31	
02/23/2022	INVOICE	131824	FUEL SPIN-ON, LUBE SPIN-ON, CHANNEL FLOW AI	187.40	
			Total:	195.71	
			Net of 2 Invoices / 0 Checks	195.71	
03202	KELLY SUPPLY COMPANY				
02/23/2022	INVOICE	S12270542-0	GATES STEMS	180.90	
02/23/2022	INVOICE	S12270778-0	MALE ADAPTER, BUSHING, COUP	39.03	
02/23/2022	INVOICE	S12270760-0	WATER MASTER, CLAMP, COUPLING, FIRE HOSE NO:	532.57	
02/23/2022	INVOICE	S12270770-0	SWIVEL QWIK PUSH	19.05	
02/23/2022	INVOICE	S12270659-0	GASKET	1.98	
			Total:	773.53	
			Net of 5 Invoices / 0 Checks	773.53	
00219	KLINE JANELLE				
02/23/2022	INVOICE	20322CLERK	MILEAGE - NORTHEAST CLERKS ASSN MTG NORFOLK	52.65	
			Total:	52.65	
			Net of 1 Invoices / 0 Checks	52.65	
02236	LANGUAGE LINE SERVICES INC				
02/23/2022	INVOICE	10445085	OVER THE PHONE INTERPRETATION	17.09	
02/23/2022	INVOICE	10438681	OVER THE PHONE INTERPRETATION	65.96	
			Total:	83.05	
			Net of 2 Invoices / 0 Checks	83.05	
01183	LARM (LEAGUE ASSOCIATION OF				
02/23/2022	INVOICE	104535	PROPERTY DAMAGE	70.48	
			Total:	70.48	
			Net of 1 Invoices / 0 Checks	70.48	
00822	LINCOLN WINWATER WORKS				
02/23/2022	INVOICE	082369 01	SEAL KIT	67.41	
			Total:	67.41	
			Net of 1 Invoices / 0 Checks	67.41	
10229	LINGO				
02/23/2022	INVOICE	1191398415	E911 PHONE SERVICE	51.67	
			Total:	51.67	
			Net of 1 Invoices / 0 Checks	51.67	
00013	LOGAN CONTRACTORS SUPPLY INC				
02/23/2022	INVOICE	A35726	4 PALLETS LOT #D1584	8,945.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	8,945.00	
			Net of 1 Invoices / 0 Checks	8,945.00	
03214	LOUP POWER DISTRICT				
02/23/2022	INVOICE	169130 FEB22	ELECTRICITY	36.29	
02/23/2022	INVOICE	169131 FEB22	ELECTRICITY	3.29	
02/23/2022	INVOICE	169127 FEB22	ELECTRICITY	36.00	
02/23/2022	INVOICE	169132 FEB22	ELECTRICITY	43.42	
02/23/2022	INVOICE	169003 FEB22	ELECTRICITY	27.16	
02/23/2022	INVOICE	169004 FEB22	ELECTRICITY	1,532.16	
02/23/2022	INVOICE	169005 FEB22	ELECTRICITY	236.45	
02/23/2022	INVOICE	169008 FEB22	ELECTRICITY	27.45	
02/23/2022	INVOICE	169009 FEB22	ELECTRICITY	27.94	
02/23/2022	INVOICE	169011 FEB22	ELECTRICITY	61.53	
02/23/2022	INVOICE	169016 FEB22	ELECTRICITY	42.27	
02/23/2022	INVOICE	169017 FEB22	ELECTRICITY	25.00	
02/23/2022	INVOICE	169018 FEB22	ELECTRICITY	10.13	
02/23/2022	INVOICE	169019 FEB22	ELECTRICITY	51.68	
02/23/2022	INVOICE	169020 FEB22	ELECTRICITY	12.91	
02/23/2022	INVOICE	169022 FEB22	ELECTRICITY	25.49	
02/23/2022	INVOICE	169023 FEB22	ELECTRICITY	242.16	
02/23/2022	INVOICE	169024 FEB22	ELECTRICITY	54.03	
02/23/2022	INVOICE	169026 FEB22	ELECTRICITY	105.81	
02/23/2022	INVOICE	169027 FEB22	ELECTRICITY	12.91	
02/23/2022	INVOICE	169028 FEB22	ELECTRICITY	389.45	
02/23/2022	INVOICE	169029 FEB22	ELECTRICITY	493.41	
02/23/2022	INVOICE	169030 FEB22	ELECTRICITY	186.10	
02/23/2022	INVOICE	169031 FEB22	ELECTRICITY	48.74	
02/23/2022	INVOICE	169033 FEB22	ELECTRICITY	37.04	
02/23/2022	INVOICE	169034 FEB22	ELECTRICITY	25.39	
02/23/2022	INVOICE	169035 FEB22	ELECTRICITY	25.39	
02/23/2022	INVOICE	169036 FEB22	ELECTRICITY	178.69	
02/23/2022	INVOICE	169038 FEB22	ELECTRICITY	4,450.49	
02/23/2022	INVOICE	169039 FEB22	ELECTRICITY	37.74	
02/23/2022	INVOICE	169041 FEB22	ELECTRICITY	39.11	
02/23/2022	INVOICE	169042 FEB22	ELECTRICITY	224.94	
02/23/2022	INVOICE	169043 FEB22	ELECTRICITY	41.86	
02/23/2022	INVOICE	169044 FEB22	ELECTRICITY	41.27	
02/23/2022	INVOICE	169045 FEB22	ELECTRICITY	41.27	
02/23/2022	INVOICE	169046 FEB22	ELECTRICITY	72.46	
02/23/2022	INVOICE	169047 FEB22	ELECTRICITY	25.29	
02/23/2022	INVOICE	169048 FEB22	ELECTRICITY	34.80	
02/23/2022	INVOICE	169050 FEB22	ELECTRICITY	133.84	
02/23/2022	INVOICE	169051 FEB22	ELECTRICITY	25.49	
02/23/2022	INVOICE	169053 FEB22	ELECTRICITY	39.67	
02/23/2022	INVOICE	169055 FEB22	ELECTRICITY	26.18	
02/23/2022	INVOICE	169056 FEB22	ELECTRICITY	41.66	
02/23/2022	INVOICE	169057 FEB22	ELECTRICITY	25.49	
02/23/2022	INVOICE	169058 FEB22	ELECTRICITY	42.25	
02/23/2022	INVOICE	169060 FEB22	ELECTRICITY	27.94	
02/23/2022	INVOICE	169061 FEB22	ELECTRICITY	31.66	
02/23/2022	INVOICE	169062 FEB22	ELECTRICITY	158.35	
02/23/2022	INVOICE	169064 FEB22	ELECTRICITY	35.39	
02/23/2022	INVOICE	169065 FEB22	ELECTRICITY	1,192.32	
02/23/2022	INVOICE	169066 FEB22	ELECTRICITY	50.77	
02/23/2022	INVOICE	169067 FEB22	ELECTRICITY	2,602.13	
02/23/2022	INVOICE	169068 FEB22	ELECTRICITY	3,231.36	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/23/2022	INVOICE	169069 FEB22	ELECTRICITY	36.00	
02/23/2022	INVOICE	169072 FEB22	ELECTRICITY	250.00	
02/23/2022	INVOICE	169073 FEB22	ELECTRICITY	38.52	
02/23/2022	INVOICE	169074 FEB22	ELECTRICITY	30.29	
02/23/2022	INVOICE	169077 FEB22	ELECTRICITY	25.59	
02/23/2022	INVOICE	169080 FEB22	ELECTRICITY	119.69	
02/23/2022	INVOICE	169081 FEB22	ELECTRICITY	39.31	
02/23/2022	INVOICE	169082 FEB22	ELECTRICITY	101.56	
02/23/2022	INVOICE	169083 FEB22	ELECTRICITY	517.74	
02/23/2022	INVOICE	169084 FEB22	ELECTRICITY	1,298.01	
02/23/2022	INVOICE	169085 FEB22	ELECTRICITY	1,239.67	
02/23/2022	INVOICE	169086 FEB22	ELECTRICITY	867.77	
02/23/2022	INVOICE	169087 FEB22	ELECTRICITY	364.61	
02/23/2022	INVOICE	169089 FEB22	ELECTRICITY	36.17	
02/23/2022	INVOICE	169090 FEB22	ELECTRICITY	38.92	
02/23/2022	INVOICE	169091 FEB22	ELECTRICITY	132.82	
02/23/2022	INVOICE	169092 FEB22	ELECTRICITY	54.82	
02/23/2022	INVOICE	169093 FEB22	ELECTRICITY	69.30	
02/23/2022	INVOICE	169094 FEB22	ELECTRICITY	57.00	
02/23/2022	INVOICE	169096 FEB22	ELECTRICITY	462.91	
02/23/2022	INVOICE	169097 FEB22	ELECTRICITY	29.12	
02/23/2022	INVOICE	169098 FEB22	ELECTRICITY	35.13	
02/23/2022	INVOICE	169099 FEB22	ELECTRICITY	25.39	
02/23/2022	INVOICE	169107 FEB22	ELECTRICITY	94.81	
02/23/2022	INVOICE	169112 FEB22	ELECTRICITY	95.66	
02/23/2022	INVOICE	169116 FEB22	ELECTRICITY	75.51	
02/23/2022	INVOICE	169118 FEB22	ELECTRICITY	41.46	
02/23/2022	INVOICE	169120 FEB22	ELECTRICITY	2,718.72	
02/23/2022	INVOICE	169121 FEB22	ELECTRICITY	3,974.40	
02/23/2022	INVOICE	169122 FEB22	ELECTRICITY	1,529.28	
02/23/2022	INVOICE	169123 FEB22	ELECTRICITY	54.99	
02/23/2022	INVOICE	169124 FEB22	ELECTRICITY	71.16	
02/23/2022	INVOICE	169125 FEB22	ELECTRICITY	44.04	
02/23/2022	INVOICE	169126 FEB22	ELECTRICITY	104.23	
02/23/2022	INVOICE	400001 FEB22	ELECTRICITY	502.30	
02/23/2022	INVOICE	400002 FEB22	ELECTRICITY	469.95	
02/23/2022	INVOICE	400003 FEB22	ELECTRICITY	231.98	
02/23/2022	INVOICE	400004 FEB22	ELECTRICITY	38.52	
02/23/2022	INVOICE	400005 FEB22	ELECTRICITY	27.55	
02/23/2022	INVOICE	400006 FEB22	ELECTRICITY	25.39	
02/23/2022	INVOICE	400008 FEB22	ELECTRICITY	25.69	
02/23/2022	INVOICE	400009 FEB22	ELECTRICITY	50.97	
02/23/2022	INVOICE	400010 FEB22	ELECTRICITY	33.23	
02/23/2022	INVOICE	400011 FEB22	ELECTRICITY	28.92	
02/23/2022	INVOICE	400012 FEB22	ELECTRICITY	35.58	
02/23/2022	INVOICE	400013 FEB22	ELECTRICITY	54.79	
02/23/2022	INVOICE	400015 FEB22	ELECTRICITY	405.84	
02/23/2022	INVOICE	400016 FEB22	ELECTRICITY	51.68	
02/23/2022	INVOICE	400017 FEB22	ELECTRICITY	43.91	
02/23/2022	INVOICE	400018 FEB22	ELECTRICITY	42.15	
02/23/2022	INVOICE	400019 FEB22	ELECTRICITY	31.86	
02/23/2022	INVOICE	400020 FEB22	ELECTRICITY	1,226.88	
02/23/2022	INVOICE	400023 FEB22	ELECTRICITY	74.42	
02/23/2022	INVOICE	400024 FEB22	ELECTRICITY	44.99	
02/23/2022	INVOICE	400025 FEB22	ELECTRICITY	127.17	
02/23/2022	INVOICE	400026 FEB22	ELECTRICITY	25.59	
02/23/2022	INVOICE	400028 FEB22	ELECTRICITY	410.01	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/23/2022	INVOICE	400029 FEB22	ELECTRICITY	82.16	
02/23/2022	INVOICE	400030 FEB22	ELECTRICITY	28.92	
02/23/2022	INVOICE	400031 FEB22	ELECTRICITY	132.45	
02/23/2022	INVOICE	400032 FEB22	ELECTRICITY	98.77	
02/23/2022	INVOICE	400033 FEB22	ELECTRICITY	128.38	
02/23/2022	INVOICE	400034 FEB22	ELECTRICITY	25.59	
02/23/2022	INVOICE	400036 FEB22	ELECTRICITY	687.82	
02/23/2022	INVOICE	400037 FEB22	ELECTRICITY	47.54	
02/23/2022	INVOICE	400039 FEB22	ELECTRICITY	94.44	
02/23/2022	INVOICE	400040 FEB22	ELECTRICITY	28,018.40	
02/23/2022	INVOICE	400041 FEB22	ELECTRICITY	38.52	
02/23/2022	INVOICE	400042 FEB22	ELECTRICITY	34.80	
02/23/2022	INVOICE	400044 FEB22	ELECTRICITY	73.54	
02/23/2022	INVOICE	400046 FEB22	ELECTRICITY	26.38	
02/23/2022	INVOICE	400047 FEB22	ELECTRICITY	1,378.22	
02/23/2022	INVOICE	400048 FEB22	ELECTRICITY	36.00	
02/23/2022	INVOICE	400049 FEB22	ELECTRICITY	36.39	
02/23/2022	INVOICE	400051 FEB22	ELECTRICITY	32.84	
02/23/2022	INVOICE	400052 FEB22	ELECTRICITY	33.33	
02/23/2022	INVOICE	400054 FEB22	ELECTRICITY	25.00	
02/23/2022	INVOICE	400055 FEB22	ELECTRICITY	25.00	
02/23/2022	INVOICE	400057 FEB22	ELECTRICITY	36.39	
02/23/2022	INVOICE	400058 FEB22	ELECTRICITY	417.60	
02/23/2022	INVOICE	400059 FEB22	ELECTRICITY	198.65	
02/23/2022	INVOICE	400060 FEB22	ELECTRICITY	8,544.22	
02/23/2022	INVOICE	400061 FEB22	ELECTRICITY	263.74	
02/23/2022	INVOICE	400062 FEB22	ELECTRICITY	34.21	
02/23/2022	INVOICE	400063 FEB22	ELECTRICITY	41.46	
02/23/2022	INVOICE	400065 FEB22	ELECTRICITY	3,323.10	
02/23/2022	INVOICE	400068 FEB22	ELECTRICITY	59.10	
02/23/2022	INVOICE	400069 FEB22	ELECTRICITY	36.76	
02/23/2022	INVOICE	400070 FEB22	ELECTRICITY	1,433.85	
02/23/2022	INVOICE	400071 FEB22	ELECTRICITY	38.13	
02/23/2022	INVOICE	400072 FEB22	ELECTRICITY	35.88	
02/23/2022	INVOICE	400073 FEB22	ELECTRICITY	35.39	
02/23/2022	INVOICE	400075 FEB22	ELECTRICITY	39.11	
02/23/2022	INVOICE	400076 FEB22	ELECTRICITY	32.25	
02/23/2022	INVOICE	400077 FEB22	ELECTRICITY	30.49	
02/23/2022	INVOICE	400078 FEB22	ELECTRICITY	25.00	
02/23/2022	INVOICE	400079 FEB22	ELECTRICITY	197.98	
02/23/2022	INVOICE	400081 FEB22	ELECTRICITY	190.55	
02/23/2022	INVOICE	400083 FEB22	ELECTRICITY	66.36	
02/23/2022	INVOICE	400084 FEB22	ELECTRICITY	95.85	
02/23/2022	INVOICE	400085 FEB22	ELECTRICITY	30.88	
02/23/2022	INVOICE	400088 FEB22	ELECTRICITY	29.15	
02/23/2022	INVOICE	400089 FEB22	ELECTRICITY	1,088.64	
02/23/2022	INVOICE	400091 FEB22	ELECTRICITY	198.02	
02/23/2022	INVOICE	400092 FEB22	ELECTRICITY	28.92	
02/23/2022	INVOICE	400093 FEB22	ELECTRICITY	39.90	
02/23/2022	INVOICE	400094 FEB22	ELECTRICITY	148.36	
02/23/2022	INVOICE	400095 FEB22	ELECTRICITY	148.26	
02/23/2022	INVOICE	400096 FEB22	ELECTRICITY	1,356.48	
02/23/2022	INVOICE	400097 FEB22	ELECTRICITY	195.07	

Total: 84,880.23
 Net of 163 Invoices / 0 Checks 84,880.23

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02806 02/23/2022	MACQUEEN EQUIPMENT INVOICE	P08637	HUB OIL	49.00	
			Total:	49.00	
			Net of 1 Invoices / 0 Checks	49.00	
03212 02/23/2022 02/23/2022	MATHESON-LINWELD INVOICE INVOICE	51910718 0024991667	MEDICAL OXYGEN MEDICAL OXYGEN - 6 CYLINDERS	25.11 315.20	
			Total:	340.31	
			Net of 2 Invoices / 0 Checks	340.31	
10692 02/23/2022	MEDLINE INDUSTRIES INC INVOICE	1983116872	HANDHELD SPRAYER	617.39	
			Total:	617.39	
			Net of 1 Invoices / 0 Checks	617.39	
03220 02/23/2022 02/23/2022 02/23/2022 02/23/2022 02/23/2022 02/23/2022 02/23/2022 02/23/2022 02/23/2022	MENARDS INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	55715 55589 55590 55608 55703 55570 55588 55554 55711	WASHERS SHARPIE, J-B PLASTIC BONDER PADLOCK ZEP NEUTRAL FLOOR CLEANER GLOVES, BATTERIES, SHARPIE TRASH CAN, SCOOP, GREAT STUFF SUPPLIES GIFT CARD - SLIVA RETIREMENT PAINT, 2" BRUSH, 9" ROLLER FRAME	18.14 15.77 11.99 34.74 61.30 119.63 66.64 150.00 136.87	
			Total:	615.08	
			Net of 9 Invoices / 0 Checks	615.08	
02517 02/23/2022	MID-AMERICAN SIGNAL INC INVOICE	22-006	WAVETRONIX MATRIX/ADVANCE CABLE 250'	273.52	
			Total:	273.52	
			Net of 1 Invoices / 0 Checks	273.52	
00205 02/23/2022	MID-STATE ENGINEERING & TESTING INVOICE	20791	PROJECT #633-50-27 LIBRARY/CULTURAL ARTS CEI	855.50	
			Total:	855.50	
			Net of 1 Invoices / 0 Checks	855.50	
03224 02/23/2022	MIDWEST LABORATORIES INC INVOICE	1073226	WATER TESTING	122.75	
			Total:	122.75	
			Net of 1 Invoices / 0 Checks	122.75	
03226 02/23/2022 02/23/2022	MIDWEST SERVICE & SALES CO INVOICE INVOICE	0031900 0031933	DF 90% #1 RGH STD SAWN TREATED WITH 12# CRI SQUARE EDGE FLAT, BONNELL END SHOES, PLOW B	8,736.00 859.03	
			Total:	9,595.03	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	9,595.03	
00487 02/23/2022	MIDWEST TAPE LLC INVOICE	501646480	MATERIALS	60.73	
			Total:	60.73	
			Net of 1 Invoices / 0 Checks	60.73	
00463 02/23/2022	MIKE'S TOWING INVOICE	12145	TOWING	100.00	
02/23/2022	INVOICE	12165	TOWING	100.00	
02/23/2022	INVOICE	12183	TOWING	100.00	
02/23/2022	INVOICE	12217	TOWING	100.00	
02/23/2022	INVOICE	12256	TOWING	100.00	
02/23/2022	INVOICE	12277	TOWING	100.00	
			Total:	600.00	
			Net of 6 Invoices / 0 Checks	600.00	
00210 02/23/2022	MUNICIPAL PIPE TOOL CO LLC INVOICE	32681	2 - HYDRO NOZZLES	575.00	
			Total:	575.00	
			Net of 1 Invoices / 0 Checks	575.00	
10225 02/23/2022	NAPA AUTO PARTS OF COLUMBUS INVOICE	712153	OIL FILTER, GREY RTV SILICONE, GROUNDING CAI	34.68	
02/23/2022	INVOICE	712382	BATTERY	113.06	
02/23/2022	INVOICE	712519	BRAKE MASTER CYLINDER	124.12	
02/23/2022	INVOICE	712520	FITTING	5.49	
			Total:	277.35	
			Net of 4 Invoices / 0 Checks	277.35	
03233 02/23/2022	NEBRASKA LAW ENFORCEMENT INVOICE	10607	ZACHARY MCCLOUD - FLEET USE FEES 210TH BASI:	175.00	
			Total:	175.00	
			Net of 1 Invoices / 0 Checks	175.00	
00131 02/23/2022	NEBRASKA NOTARY ASSOCIATION INVOICE	020122POLICE	NOTARY RENEWAL & STAMP - ELISA PAPROCKI	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
03239 02/23/2022	NEBRASKA SUPREME COURT INVOICE	020122CLERK	3A, 3B & 3C REISSUE 2021	90.15	
02/23/2022	INVOICE	26788	REISSUES, INDEX, SUPPLEMENT - SHERER QM	225.00	
			Total:	315.15	
			Net of 2 Invoices / 0 Checks	315.15	
03241 02/23/2022	NEWMAN SIGNS INC. INVOICE	TRFINV037269	SIGNS	338.54	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	338.54	
			Net of 1 Invoices / 0 Checks	338.54	
03246 02/23/2022	NORTHEAST NEBRASKA ECONOMIC INVOICE	20TFHP17006DD7	DHA 20-TFHP-17006 DRAWDOWN 7 - MICKEY SCHUM	24,005.00	
			Total:	24,005.00	
			Net of 1 Invoices / 0 Checks	24,005.00	
03245 02/23/2022	NORTHEAST NEBRASKA SOLID INVOICE	13122TRANSFER	LANDFILL CHARGES	50,060.89	
			Total:	50,060.89	
			Net of 1 Invoices / 0 Checks	50,060.89	
03248 02/23/2022	NOVICKI FIRE PREVENTION SERVC INVOICE	026-22	YEARLY INSPECTION	28.00	
02/23/2022	INVOICE	024-22	YEARLY INSPECTION	154.00	
02/23/2022	INVOICE	025-22	YEARLY INSPECTION	87.00	
			Total:	269.00	
			Net of 3 Invoices / 0 Checks	269.00	
03249 02/23/2022	OCCUPATIONAL HEALTH SERV INVOICE	73840	DRUG SCREE	174.00	
02/23/2022	INVOICE	73523	ANNUAL DOT CONSORTIUM FEE, DRUG SCREENS	310.00	
			Total:	484.00	
			Net of 2 Invoices / 0 Checks	484.00	
00874 02/23/2022	OCLC, INC INVOICE	1000194233	CATALOGING & METADATA SUBSCRIPTION	893.31	
			Total:	893.31	
			Net of 1 Invoices / 0 Checks	893.31	
03251 02/23/2022	OMAHA WORLD HERALD INVOICE	1013649	FIREFIGHTER EMPLOYMENT AD	544.82	
			Total:	544.82	
			Net of 1 Invoices / 0 Checks	544.82	
01451 02/23/2022	ONE CALL CONCEPTS INC INVOICE	2010130	LOCATE FEES	300.08	
			Total:	300.08	
			Net of 1 Invoices / 0 Checks	300.08	
01307 02/23/2022	ONE SOURCE INVOICE	1639V-20220131	BACKGROUND CHECKS	268.00	
			Total:	268.00	
			Net of 1 Invoices / 0 Checks	268.00	
00176 02/23/2022	O'REILLY AUTOMOTIVE INC INVOICE	0681-147956	OIL & AIR FILTERS, 14OZ BRAKE CLEANER	96.53	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/23/2022	INVOICE	0681-147394	UNIT #86 - BRAKE ROTOR, QT GEAR LUBE	161.95	
02/23/2022	INVOICE	0681-147397	5 GALLON GEAR LUBE	74.99	
02/23/2022	INVOICE	0681-148341	OIL, AIR & BRTHR FILTER, STABILIZER, WIPER !	78.99	
02/23/2022	INVOICE	0681-148991	BUSHING	3.98	
02/23/2022	INVOICE	0681-148916	PREMIUM GREY	11.49	
02/23/2022	INVOICE	0681-148375	GASKET MAKER, PRO AIR HOSE	101.95	
02/23/2022	INVOICE	0681-148130	SEALANT	14.99	
Total:				544.87	
Net of 8 Invoices / 0 Checks				544.87	
10411	PAPER TIGER SHREDDING				
02/23/2022	INVOICE	157164	64 GALLON CONTAINER	30.00	
Total:				30.00	
Net of 1 Invoices / 0 Checks				30.00	
01869	PERFORMANCE PRINTING INC				
02/23/2022	INVOICE	27698	BUSINESS CARDS - ANDERSON QM	50.00	
Total:				50.00	
Net of 1 Invoices / 0 Checks				50.00	
10759	PERSON LORETTA				
02/23/2022	INVOICE	1212022WATER	REFUND FOR ACCOUNT 100-12700-00	86.57	
Total:				86.57	
Net of 1 Invoices / 0 Checks				86.57	
00345	PETE LIEN & SONS INC.				
02/23/2022	INVOICE	22POS/007701	QUICKLIME	5,907.71	
Total:				5,907.71	
Net of 1 Invoices / 0 Checks				5,907.71	
03258	PETTY CASH				
02/23/2022	INVOICE	020322POLICE	PETTY CASH	48.06	
Total:				48.06	
Net of 1 Invoices / 0 Checks				48.06	
00155	PLATTE COUNTY				
02/23/2022	INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,140.59	
Total:				3,140.59	
Net of 1 Invoices / 0 Checks				3,140.59	
01077	PLATTE VALLEY COMMUNICATIONS				
02/23/2022	INVOICE	012200265	SERVICE CALL JCC BEEPING ON CO SHRF SOUTH	51.25	
02/23/2022	INVOICE	012200089	SERVICE	447.50	
02/23/2022	INVOICE	122100246	PROBLEMS WITH BDA	469.12	
Total:				967.87	
Net of 3 Invoices / 0 Checks				967.87	
02926	POWER TECH LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/23/2022	INVOICE	W63789	WELL #16 - TROUBLESHOOT NO START ENGINE	2,155.14	
			Total:	2,155.14	
			Net of 1 Invoices / 0 Checks	2,155.14	
10294	QUICK MED CLAIMS				
02/23/2022	INVOICE	INV19260	JANUARY SERVICES	3,594.83	
			Total:	3,594.83	
			Net of 1 Invoices / 0 Checks	3,594.83	
03264	REARDON LAWN & GARDEN INC				
02/23/2022	INVOICE	063658	3 - 26RS74	90.00	
02/23/2022	INVOICE	063666	3 - BLADES	47.97	
02/23/2022	INVOICE	063668	PINS & O-RINGS	37.88	
02/23/2022	INVOICE	063670	SPARK PLUGS, FUEL & AIR FILTER	31.96	
02/23/2022	INVOICE	063661	WINTER BAR	19.99	
02/23/2022	INVOICE	21122GOLF	SPACER & PULLEY	65.98	
02/23/2022	INVOICE	063653	3 - BLADES	83.97	
			Total:	377.75	
			Net of 7 Invoices / 0 Checks	377.75	
10758	REGION 12 AMERICAN BACKFLOW				
02/23/2022	INVOICE	45	TRAINING FEE: TOBIASON, BLAHAK, BEHLEN, STO	450.00	
			Total:	450.00	
			Net of 1 Invoices / 0 Checks	450.00	
02379	SALAK DEREK				
02/23/2022	INVOICE	11322FIRE	REIMBURSE BOOKS	87.21	
			Total:	87.21	
			Net of 1 Invoices / 0 Checks	87.21	
03270	SAPP BROS COLUMBUS INC				
02/23/2022	INVOICE	CP0011208	FUEL	235.96	
			Total:	235.96	
			Net of 1 Invoices / 0 Checks	235.96	
03268	SAPP BROS PETROLEUM INC				
02/23/2022	INVOICE	IN3711543	DIESEL EXHAUST FLUID	112.20	
02/23/2022	INVOICE	CP0008438	FUEL	289.39	
02/23/2022	INVOICE	IN3716099	PC HYDREX AW 46	549.45	
02/23/2022	INVOICE	IN3724778	FUEL	10,434.20	
02/23/2022	INVOICE	IN3724772	FUEL	7,952.00	
02/23/2022	INVOICE	IN3732422	FUEL	5,582.79	
02/23/2022	INVOICE	IN3740534	NOZZLE HUSKY	89.00	
02/23/2022	INVOICE	IN3740544	FLOOR DRY	449.25	
			Total:	25,458.28	
			Net of 8 Invoices / 0 Checks	25,458.28	
00974	SCHADEMANN KEITH				
02/23/2022	INVOICE	1/28/22AIRPORT	REIMBURSE MILEAGE & MEALS NEBRASKA AVIATION	181.96	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	181.96	
			Net of 1 Invoices / 0 Checks	181.96	
01090 02/23/2022	SHEVLIN SUPPLY INVOICE	5747	CASE OF KLEENEX	50.52	
			Total:	50.52	
			Net of 1 Invoices / 0 Checks	50.52	
03277 02/23/2022	SIPPLE, HANSEN, EMERSON, INVOICE	1-00M FEB22	JANUARY LEGAL FEES	1,247.40	
			Total:	1,247.40	
			Net of 1 Invoices / 0 Checks	1,247.40	
03278 02/23/2022	STANLEY PETROLEUM INVOICE	1121T	HUSKY 1HS & 10 UNL NOZZLES	137.38	
			Total:	137.38	
			Net of 1 Invoices / 0 Checks	137.38	
02743 02/23/2022	TELECOMMUNICATION SYSTEMS INC. INVOICE	04INV-000041221	MONTHLY CIRCUIT FEE	1,554.00	
			Total:	1,554.00	
			Net of 1 Invoices / 0 Checks	1,554.00	
02437 02/23/2022	THOMAS CONNIE INVOICE	20122LIBRARY	MILEAGE	94.82	
			Total:	94.82	
			Net of 1 Invoices / 0 Checks	94.82	
10589 02/23/2022	TK ELEVATOR CORPORATION INVOICE	1000405175	ELEVATOR MAINTENANCE	221.02	
			Total:	221.02	
			Net of 1 Invoices / 0 Checks	221.02	
01435 02/23/2022	TM CLEANING INVOICE	206	CLEANING CHARLIE LOUIS FIRE STATION	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
10588 02/23/2022	TOO FAST SUPPLY INVOICE	339261	5-N-1 COUPLER, COPPER TUBING MINI CUTTER	38.63	
			Total:	38.63	
			Net of 1 Invoices / 0 Checks	38.63	
01564 02/23/2022	TOOLEY DRUG INVOICE	01045157	ASPRIN, CONTOUR NEXT	149.10	
			Total:	149.10	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	149.10	
03283	TRACTOR SUPPLY CREDIT PLAN				
02/23/2022	INVOICE	534369	SUPPLIES	2.47	
02/23/2022	INVOICE	535666	SHEET METAL	9.99	
02/23/2022	INVOICE	534386	RETRACTABLE TIE DOWN	9.99	
02/23/2022	INVOICE	534851	TARP STRAPS, SPACERS	83.40	
			Total:	105.85	
			Net of 4 Invoices / 0 Checks	105.85	
02739	TRAVELERS CL REMITTANCE CENTER				
02/23/2022	INVOICE	000607134	DAVID SYSLO CLAIMANT	109.00	
			Total:	109.00	
			Net of 1 Invoices / 0 Checks	109.00	
00550	TRUCK CENTER COMPANIES				
02/23/2022	INVOICE	RA111001794:01	ENGINE OIL CHANGE - FIRE #45 VIN 3496	536.30	
			Total:	536.30	
			Net of 1 Invoices / 0 Checks	536.30	
00357	TURFWERKS				
02/23/2022	INVOICE	JE15079	SPREADER	6,800.00	
			Total:	6,800.00	
			Net of 1 Invoices / 0 Checks	6,800.00	
00349	TWEET'S SPORT SHOP				
02/23/2022	INVOICE	20722PARK	2 - BASKETBALL NETS, 3 TENNIS NET CENTER	80.98	
			Total:	80.98	
			Net of 1 Invoices / 0 Checks	80.98	
01413	TWIN RIVERS VETERINARY CLINIC				
02/23/2022	INVOICE	159875/160606	VETERINARY CARE	236.00	
			Total:	236.00	
			Net of 1 Invoices / 0 Checks	236.00	
10298	TY'S OUTDOOR POWER & SERVICE				
02/23/2022	INVOICE	127157	WHEEL ASM 13X5X6 RIB FLATFREE	395.46	
			Total:	395.46	
			Net of 1 Invoices / 0 Checks	395.46	
00032	UNITED STATES POST OFFICE L				
02/23/2022	INVOICE	POB1677	PO BOX 1677 RENEWAL FEE FOR 2022	398.00	
			Total:	398.00	
			Net of 1 Invoices / 0 Checks	398.00	
00298	UPS STORE				
02/23/2022	INVOICE	CU00233843	SHRINK WRAP	29.95	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	29.95	
			Net of 1 Invoices / 0 Checks	29.95	
03294 02/23/2022	USA BLUE BOOK INVOICE	859317	FILTERS	1,162.10	
			Total:	1,162.10	
			Net of 1 Invoices / 0 Checks	1,162.10	
02045 02/23/2022	VAN WALL EQUIPMENT INC INVOICE	5448832	BALL WASHER, FLAGS, PRACTICE GREEN CUP	2,009.00	
			Total:	2,009.00	
			Net of 1 Invoices / 0 Checks	2,009.00	
02628 02/23/2022	VANDER HAAGS INC. INVOICE	5-130170	FRONT BUMPER, GRILLE, BUMPER BRACKETS	850.77	
			Total:	850.77	
			Net of 1 Invoices / 0 Checks	850.77	
03060 02/23/2022	VERIZON CONNECT NWF, INC. INVOICE	OSV000002670310	GPS SERVICE	32.38	
			Total:	32.38	
			Net of 1 Invoices / 0 Checks	32.38	
01181 02/23/2022	VERIZON WIRELESS INVOICE	9898864109	CELL PHONE 1/6 - 2/5	800.20	
02/23/2022	INVOICE	9898231264	CELL PHONE CHARGES 12/27 - 1/26	579.65	
02/23/2022	INVOICE	9898278606	CELL PHONE CHARGES 12/27 - 1/26	2,104.33	
			Total:	3,484.18	
			Net of 3 Invoices / 0 Checks	3,484.18	
03298 02/23/2022	VOLUNTEER FIRE DEPARTMENT INVOICE	8544	AWARDS & ENGRAVING	40.00	
02/23/2022	INVOICE	12022CVFD	WALMART - EPSON INK, INDEX CARD, CARD BOX	48.33	
			Total:	88.33	
			Net of 2 Invoices / 0 Checks	88.33	
10747 02/23/2022	WANCO INC INVOICE	69941	CHARACTER ASSY 12" LED	496.00	
			Total:	496.00	
			Net of 1 Invoices / 0 Checks	496.00	
03154 02/23/2022	WASTE CONNECTIONS OF NEBRASKA INVOICE	6177354T054	GARBAGE SERVICE - JANUARY	170.84	
			Total:	170.84	
			Net of 1 Invoices / 0 Checks	170.84	
10753 02/23/2022	YORK CO COMMUNICATIONS CENTER INVOICE	20122COMM	APCO CTO COURSE	198.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	198.00	
			Net of 1 Invoices / 0 Checks	198.00	
01444 02/23/2022	ZEGERS AUTOMOTIVE INVOICE	41938	CHASSIS LUBRICATION, OIL & OIL FILTER MAINT)	556.05	
			Total:	556.05	
			Net of 1 Invoices / 0 Checks	556.05	
00215 02/23/2022 02/23/2022	ZIMCO SUPPLY CO INVOICE INVOICE	QUA201 20008	SYN ACELEPRYN 64 OZ & VELISTA 22OZ CREDIT MEMO	6,496.75 (150.21)	
			Total:	6,346.54	
			Net of 2 Invoices / 0 Checks	6,346.54	
			invoices and 0 checks for 158 vendors:	1,862,687.43	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52200	GROUP INSURANCE	LARM (LEAGUE ASSOCIATION C	PROPERTY DAMAGE	70.48	
100-100-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	CITY OF LINCOLN PARKING	10.00	
100-100-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	BRIAN BENCK	17.24	
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	ANNUAL DOT CONSORTIUM FEE, DRUG SCREENS	75.00	
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON,	JANUARY LEGAL FEES	1,247.40	
100-100-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	GO DADDY - PREMIUM DNS RENEWAL	340.87	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	59.59	
100-100-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	LEGAL NOTICES/EMPLOYEEMENT ADS	721.12	
100-100-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	2 BOXES SPOONS	7.92	
100-100-56010	SUPPLIES	SHEVLIN SUPPLY	CASE OF KLEENEX	50.52	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	NAME PLATE	968.69	
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	JANUARY DAILY MAIL & STATEMENTS	237.36	
100-100-56040	POSTAGE AND FREIGHT	FIRST NATIONAL BANK OMAHA	UNITED STATES POSTAL SERVICE	18.95	
100-100-56040	POSTAGE AND FREIGHT	UNITED STATES POST OFFICE	PO BOX 1677 RENEWAL FEE FOR 2022	398.00	
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	3,231.36	
100-100-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 1/30/22 TO 2/2	53.40	
100-100-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	341.84	
100-100-56250	REFUSE	PAPER TIGER SHREDDING	64 GALLON CONTAINER	30.00	
100-100-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE - JANUARY	85.42	
100-100-56410	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	BHM WORLD HERALD	19.99	
100-100-56410	BOOKS AND PUBLICATIONS	NEBRASKA SUPREME COURT	3A, 3B & 3C REISSUE 2021	90.15	
100-100-56610	CHAMBER OF COMMERCE	COLUMBUS AREA CHAMBER OF	2022 ASSISTANCE	8,000.00	
100-100-56620	EMERGENCY MANAGEMENT	BLACK HILLS ENERGY	NATURAL GAS	130.41	
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	ELECTRICITY	393.76	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION C	LIBRARY/CULTURAL ARTS FACILITY	339,764.14	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	BVH ARCHITECTURE	PROJECT 20036 COULMBUS LIBRARY, CHILDR	23,291.55	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	MID-STATE ENGINEERING & T	PROJECT #633-50-27 LIBRARY/CULTURAL ARI	213.88	
Total For Dept 100 GENERAL ADMINISTRATION				379,869.04	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	HP Z4 G4 WORKSTATION, HP PROBROOK	49.00	
100-102-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW - MS GSA OFFICE STD 2021	304.99	
100-102-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	195.05	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	21.09	
100-102-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	104.73	
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	252.04	
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	95.66	
100-102-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 1/30/22 TO 2/2	7.50	
100-102-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	42.84	
Total For Dept 102 COLUMBUS AREA TRANSIT				1,072.90	
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-54320-III-C	EQUIPMENT MAINTENANCE	HOBART SALES & SERVICE	SERVICE ON HOBART DISHWASHER	214.20	
100-103-54510-III-B	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE	MONTHLY LEASE PAYMENT	7,329.37	
100-103-54510-III-C	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE	MONTHLY LEASE PAYMENT	3,292.91	
100-103-55400-III-B	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	SEASONED TIMES	15.00	
100-103-56010-III-B	SUPPLIES	CULLIGAN OF COLUMBUS	REVERSE OSMOSIS	31.50	
100-103-56010-III-C	SUPPLIES	CULLIGAN OF COLUMBUS	REVERSE OSMOSIS	31.50	
100-103-56020-III-B	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CREDIT- SHOULD NOT BE CHARGED FOR THE C	0.00	
Total For Dept 103 COLUMBUS COMMUNITY CENTER				10,914.48	
Dept 105 FINANCE					
100-105-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW - MS GSA OFFICE STD 2021	609.98	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 105 FINANCE					
100-105-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	128.52	
Total For Dept 105 FINANCE				738.50	
Dept 106 CITY CLERK					
100-106-52700	TRAINING AND TUITION	KLINE JANELLE	MILEAGE - NORTHEAST CLERKS ASSN MTG NOF	52.65	
Total For Dept 106 CITY CLERK				52.65	
Dept 108 HUMAN RESOURCES					
100-108-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW - MS GSA OFFICE STD 2021	304.99	
100-108-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 1/30/22 TO 2/2	64.31	
100-108-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	42.84	
Total For Dept 108 HUMAN RESOURCES				412.14	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	CONSOLIDATED MANAGEMENT CCMEALS - ZACHARY MCCLOUD		177.74	
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA BLUE 360 - NEBRASKA CRIMINAL & TRAFFIC		546.13	
100-110-52700	TRAINING AND TUITION	NEBRASKA LAW ENFORCEMENT ZACHARY MCCLOUD - FLEET USE FEES 210TH		175.00	
100-110-52700	TRAINING AND TUITION	NEBRASKA NOTARY ASSOCIATION NOTARY RENEWAL & STAMP - ELISA PAPROCKI		100.00	
100-110-52700	TRAINING AND TUITION	PETTY CASH	PETTY CASH	48.06	
100-110-52810	UNIFORMS-QUARTERMASTER	AMAZON	AMAZON-SHOOTER'S REST.SIGHT - HEESACKEF	223.14	
100-110-52810	UNIFORMS-QUARTERMASTER	COLUMBUS FRATERNAL ORDER	TRAINING SHIRTSS - HEFTI QM	43.00	
100-110-52810	UNIFORMS-QUARTERMASTER	FIRST NATIONAL BANK OMAHA	ROCKY ALPHA FORCE DUTY SHOES - CIBORON	127.34	
100-110-52810	UNIFORMS-QUARTERMASTER	GALLS LLC	WOMEN'S BOOT - PETERS QM	98.95	
100-110-52810	UNIFORMS-QUARTERMASTER	NEBRASKA SUPREME COURT	REISSUES, INDEX, SUPPLEMENT - SHERER QM	225.00	
100-110-52810	UNIFORMS-QUARTERMASTER	PERFORMANCE PRINTING INC	BUSINESS CARDS - ANDERSON QM	50.00	
100-110-53200	PROFESSIONAL SERVICES	COLUMBUS COMMUNITY HOSPITAL	LAB - GERARDO A IZAGUIRRE	20.15	
100-110-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	17.09	
100-110-53200	PROFESSIONAL SERVICES	PLATTE COUNTY	COUNTY ATTORNEY SERVICES	3,140.59	
100-110-53200	PROFESSIONAL SERVICES	TWIN RIVERS VETERINARY CLINIC	VETERINARY CARE	236.00	
100-110-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHIP	HP Z4 G4 WORKSTATION, HP PROBROOK	49.00	
100-110-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW - MS GSA OFFICE STD 2021	609.98	
100-110-54310	BUILDING MAINTENANCE	PLATTE VALLEY COMMUNICATIONS	PROBLEMS WITH BDA	469.12	
100-110-54310	BUILDING MAINTENANCE	TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	221.02	
100-110-54320	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	145.40	
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	OIL CHANGE, AIR FILTER UNIT #202 VIN 85	3,170.58	
100-110-54330	VEHICLE MAINTENANCE	COLUMBUS TIRE & SERVICE	TIRES	513.78	
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	TOWING	400.00	
100-110-54530	VEHICLE TOWING	MIKE'S TOWING	TOWING	600.00	
100-110-55210	CLAIMS AND SETTLEMENTS	TRAVELERS CLAIMS REMITTANCE CENTER	DAVID SYSLO CLAIMANT	109.00	
100-110-56010	SUPPLIES	EVIDENT, INC	BLACK NITRILE GLOVES	470.00	
100-110-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	5,582.79	
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	512.20	
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,956.33	
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,838.75	
100-110-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 1/30/22 TO 2/2	177.37	
100-110-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE 1/6 - 2/5	800.20	
100-110-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE - JANUARY	85.42	
100-110-56650	MEMBERSHIP DUES	FBI-LEEDA INC.	BRADLEY WANGLER - 2022 ANNUAL DUES	50.00	
100-110-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	FBI NATIONAL ACADEMY DUES - MOLCZYK	125.00	
100-110-56650	MEMBERSHIP DUES	IALEFI	JASON F ROMSHEK - MEMBERSHIP DUES	55.00	
Total For Dept 110 POLICE				24,169.13	
Dept 120 FIRE					

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 02/23/2022 - 02/23/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 120 FIRE					
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES/EMPLOYEEMENT ADS	472.93	
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	CPS HR CONSULTING	TEST - ASSISTANT FIRE CHIEF	860.00	
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	GRAY RYAN	TRAVEL EXPENSES FOR FIRE CHIEF INTERVIE	641.47	
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	HY-VEE INC	SACK LUNCH - CIVIL SERVICE INTERVIEW	176.00	
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	OMAHA WORLD HERALD	FIREFIGHTER EMPLOYMENT AD	544.82	
100-120-52900	EMPLOYEE HEALTH	OCCUPATIONAL HEALTH SERV	DRUG SCREE	87.00	
100-120-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	HP Z4 G4 WORKSTATION, HP PROBROOK	997.00	
100-120-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW - MS GSA OFFICE STD 2021	609.98	
100-120-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	SALT DELIVERY	23.60	
100-120-54320	EQUIPMENT MAINTENANCE	ELECTRONIC ENGINEERING	PROGRAM 2 HT1250 RADIOS WITH NEW FIRE C	72.00	
100-120-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	SPARK PLUGS, FUEL & AIR FILTER	31.96	
100-120-54330	VEHICLE MAINTENANCE	ELECTRONIC ENGINEERING	2 WAY RADIO REPAIR - UNIT 45	31.25	
100-120-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	ENGINE OIL CHANGE - FIRE #45 VIN 3496	536.30	
100-120-54330	VEHICLE MAINTENANCE	ZEGERS AUTOMOTIVE	CHASSIS LUBRICATION, OIL & OIL FILTER M	278.02	
100-120-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	JIMMY JOHN'S	93.67	
100-120-56010-A D M	SUPPLIES	DANKO EMERGENCY EQUIPMENT	16 - 1.75" LOW PRESSURE/HIGH FLOW, 8 -	11,400.00	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, TOWELS, WINDSHIELD WIPES	127.46	
100-120-56030	CLEANING SUPPLIES/SERVICE	TM CLEANING	CLEANING CHARLIE LOUIS FIRE STATION	100.00	
100-120-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	160.82	
100-120-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	130.58	
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	494.60	
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2,026.72	
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,122.71	
100-120-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 1/30/22 TO 2/2	155.90	
100-120-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	289.83	
		Total For Dept 120 FIRE		21,464.62	
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	SALAK DEREK	REIMBURSE BOOKS	87.21	
100-121-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES/EMPLOYEEMENT ADS	472.93	
100-121-52900	EMPLOYEE HEALTH	OCCUPATIONAL HEALTH SERV	DRUG SCREE	87.00	
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR	616.00	
100-121-53200	PROFESSIONAL SERVICES	QUICK MED CLAIMS	JANUARY SERVICES	3,594.83	
100-121-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	SALT DELIVERY	23.61	
100-121-54330	VEHICLE MAINTENANCE	FIRST NATIONAL BANK OMAHA	LIGHT AND SIREN - 4 WIRE ARROW CONTROL	157.00	
100-121-54330	VEHICLE MAINTENANCE	ZEGERS AUTOMOTIVE	CHASSIS LUBRICATION, OIL & OIL FILTER M	278.03	
100-121-55930	REFUNDS	ARL CREDIT SERVICES INC	PRE-COLLECT NOTICES	701.31	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	PEDIATRIC ELECTRODES	783.84	
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPIT	PHARMACY	512.68	
100-121-56010	SUPPLIES	MATHESON-LINWELD	MEDICAL OXYGEN	340.31	
100-121-56010	SUPPLIES	MEDLINE INDUSTRIES INC	HANDHELD SPRAYER	617.39	
100-121-56010	SUPPLIES	TOOLEY DRUG	ASPRIN, CONTOUR NEXT	149.10	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, TOWELS, WINDSHIELD WIPES	127.44	
100-121-56030	CLEANING SUPPLIES/SERVICE	TM CLEANING	CLEANING CHARLIE LOUIS FIRE STATION	100.00	
100-121-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	75.14	
100-121-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	158.81	
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	494.60	
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2,026.72	
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,122.71	
100-121-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 1/30/22 TO 2/2	155.89	
100-121-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	289.82	
		Total For Dept 121 RESCUE		12,972.37	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	VALENTINO'S - NATIONAL FIRE ACADEMY CLF	143.46	
100-125-56020	OFFICE SUPPLIES	VOLUNTEER FIRE DEPARTMENT	WALMART - EPSON INK, INDEX CARD, CARD E	48.33	
100-125-56350	COMPANY EXPENSES	FIRST NATIONAL BANK OMAHA	JIMMY JOHN'S	14.07	
100-125-56360	DEPARTMENT EXPENSES	VOLUNTEER FIRE DEPARTMENT	AWARDS & ENGRAVING	40.00	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				245.86	
Dept 130 LIBRARY					
100-130-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	AMERICAN LIBRARY ASSOC - JESSICA WILKIN	212.00	
100-130-52700	TRAINING AND TUITION	HERNANDEZ ESPERANZA	SPRING 2021 TUITION REIMBURSEMENT	500.00	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDER\	SWEATER & VNECK TEE - KELLI OCHS	101.00	
100-130-53400-MAKRS	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	COASTAL BUSINESS SUPPLIES - SUBLIMATION	2,046.48	
100-130-53400-PATRN	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	FAX PLUS	11.99	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	HP Z4 G4 WORKSTATION, HP PROBROOK	49.00	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW - MS GSA OFFICE STD 2021	1,524.95	
100-130-53410	ELECTRONIC CATALOGING	OCLC, INC	CATALOGING & METADATA SUBSCRIPTION	893.31	
100-130-55400	ADVERTISING AND PROMOTION	COLUMBUS TELEGRAM	VISITORS GUIDE	792.00	
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	CONSTANT CONTACT	66.50	
100-130-56010-BUILD	SUPPLIES	AMAZON	WECOLOR 100 PCS, SUBLIMATION PAPER, 2 F	19.98	
100-130-56010-MTRLS	SUPPLIES	AMAZON	DVD & PROCASE HARD DRIVE CASE	34.98	
100-130-56020	OFFICE SUPPLIES	AMAZON	DVDS & SUPPLIES	7.49	
100-130-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	56.49	
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,602.13	
100-130-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 1/30/22 TO 2/2	38.77	
100-130-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	42.84	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	INTERNET SERVICE 02/01 - 02/28	239.95	
100-130-56400-ADULT	PROGRAMS	FIRST NATIONAL BANK OMAHA	HUMANITIES NEBRASKA - PROGRAM	75.00	
100-130-56400-ADULT	PROGRAMS	HY-VEE INC	ROLLS, DONUTS, COOKIE, POPCORN	39.83	
100-130-56400-CHILD	PROGRAMS	THOMAS CONNIE	MILEAGE	94.82	
100-130-56400-CHSAT	PROGRAMS	AMAZON	TERRA COTTA POTS	137.94	
100-130-56400-CHSAT	PROGRAMS	HY-VEE INC	GROCERY	34.78	
100-130-56400-CHSRP	PROGRAMS	FIRST NATIONAL BANK OMAHA	ORIENTAL TRADING	1,457.95	
100-130-56400-MAKRS	PROGRAMS	AMAZON	WECOLOR 100 PCS, SUBLIMATION PAPER, 2 F	42.57	
100-130-56400-MAKRS	PROGRAMS	HOBBY LOBBY	PAPER CRAFTS	80.94	
100-130-56400-YASCH	PROGRAMS	FIRST NATIONAL BANK OMAHA	FIRST BOOK - CAPTAIN MARVEL	42.30	
100-130-56400-YASCH	PROGRAMS	HOBBY LOBBY	PAPER CRAFTS	51.92	
100-130-56400-YASCH	PROGRAMS	HY-VEE INC	CAPRI SUN, AIR HEADS MINI BARS	17.43	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	AMAZON	DVDS & SUPPLIES	365.76	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BIBLIOTHECA LLC	CLOUD LIBRARY E AUDIOBOOK LICENSE	36.70	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	MATERIALS	275.06	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	CENTER POINT LARGE PRINT	MATERIALS	88.08	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	MATERIALS	99.77	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	676.30	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	MATERIALS	60.73	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	BIBLIOTHECA LLC	CLOUD LIBRARY E AUDIOBOOK LICENSE	42.46	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	(3.40)	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	ARL CREDIT SERVICES INC	ANNUAL PUBLIC RECORD BULLETIN SUBSCRIPTI	155.00	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	VIDEO LIBRARIAN- PREMIUM ACCESS ANNUAL	75.00	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	AMAZON	JUJUTSU KAISEN VOL 4	33.88	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	BIBLIOTHECA LLC	CLOUD LIBRARY EBOOK LICENSE	21.42	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	1,245.23	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION CC	LIBRARY/CULTURAL ARTS FACILITY	1,019,292.43	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BVH ARCHITECTURE	20036 COLUMBUS LIBRARY, CHILDRENS MUSEI	20,991.05	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	MID-STATE ENGINEERING & TR	PROJECT #633-50-27 LIBRARY/CULTURAL ARI	641.62	
Total For Dept 130 LIBRARY				1,055,412.43	
Dept 140 CEMETERY					
100-140-53520	CONTRACT SERVICES	GUBBELS, DOUG	OPEN/CLOSE CEMETERY GATES	146.50	
100-140-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	3 - BLADES	47.97	
100-140-56010	SUPPLIES	REARDON LAWN & GARDEN INC	3 - BLADES	83.97	
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	236.45	
100-140-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	42.84	
Total For Dept 140 CEMETERY				557.73	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	RESIDENTIAL BUILDING INSPECTOR PRACTICE	508.76	
100-145-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	BRIAN BENCK	11.50	
100-145-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	LEGAL NOTICES/EMPLOYEEMENT ADS	57.45	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PENS	72.21	
100-145-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	214.20	
Total For Dept 145 COMMUNITY DEVELOPMENT				864.12	
Dept 150 PARKS					
100-150-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	BRIAN BENCK	11.50	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES/EMPLOYEEMENT ADS	542.50	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	MENARDS	GIFT CARD - SLIVA RETIREMENT	150.00	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	268.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORM	17.63	
100-150-54310	BUILDING MAINTENANCE	GREAT PLAINS BUILDING SUPPLIES	MATERIALS	1,288.58	
100-150-54310	BUILDING MAINTENANCE	MIDWEST SERVICE & SALES CO	DF 90% #1 RGH STD SAWN TREATED WITH 12	8,736.00	
100-150-54310	BUILDING MAINTENANCE	NOVICKI FIRE PREVENTION SERVICE	YEARLY INSPECTION	87.00	
100-150-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	3 - 26RS74	90.00	
100-150-54330	VEHICLE MAINTENANCE	JOHN'S TIRE SALES & SERVICE	TIRE REPAIR	38.00	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	CULLIGAN OF COLUMBUS	POU COOLER	38.00	
100-150-55400	ADVERTISING AND PROMOTION	COLUMBUS AREA VISITORS BUREAU	CO-SPONSORSHIP 2021 CYN SUMMIT	1,250.00	
100-150-55400	ADVERTISING AND PROMOTION	ECKHARDT, BETSY	FACEBOOK ADS	100.00	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CENTER	CHISELWOOD 1 1/4" PRO	65.60	
100-150-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	HD CIRCUIT TESTER	16.99	
100-150-56010	SUPPLIES	REARDON LAWN & GARDEN INC	WINTER BAR	19.99	
100-150-56010	SUPPLIES	TWEET'S SPORT SHOP	2 - BASKETBALL NETS, 3 TENNIS NET CENTE	80.98	
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	124.95	
100-150-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	367.62	
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	3,690.46	
100-150-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	85.68	
Total For Dept 150 PARKS				17,069.48	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHOP	HP Z4 G4 WORKSTATION, HP PROBROOK	120.00	
100-151-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW - MS GSA OFFICE STD 2021	1,219.96	
100-151-55920	MISC FEES	FIRST NATIONAL BANK OMAHA	AUTHORIZE NET FEES	15.00	
100-151-56010	SUPPLIES	AMAZON	1 1/2"X100" TREATED	408.00	
100-151-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	ASTRO PARCHE PAPER	22.02	
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	70.04	
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,433.85	
100-151-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 1/30/22 TO 2/2	60.71	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 151 PAWNEE PLUNGE WATER PARK					
Total For Dept 151 PAWNEE PLUNGE WATER PARK				3,349.58	
Dept 152 AQUATIC CENTER POOL					
100-152-55400	ADVERTISING AND PROMOTION	ALPHAMEDIA USA LLC	JANUARY ADVERTISING	2,000.00	
100-152-55920	MISC FEES	FIRST NATIONAL BANK OMAHA	AUTHORIZE NET FEES	15.00	
100-152-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS	39.29	
100-152-56060	CHEMICALS	AQUA-CHEM INC	PH PROBE	269.32	
100-152-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	511.08	
100-152-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2,101.75	
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,450.49	
100-152-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 1/30/22 TO 2/2	57.81	
Total For Dept 152 AQUATIC CENTER POOL				9,444.74	
Dept 155 VAN BERG GOLF COURSE					
100-155-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	2,145.00	
100-155-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	11.21	
100-155-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	57.15	
100-155-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	PAINT BRUSH, PRIMER BULLS EYE	21.99	
100-155-54310	BUILDING MAINTENANCE	NOVICKI FIRE PREVENTION SE	YEARLY INSPECTION	28.00	
100-155-54350	GOLF CART/COURSE MAINT	VAN WALL EQUIPMENT INC	BALL WASHER, FLAGS, PRACTICE GREEN CUP	1,004.50	
100-155-54490	IRRIGATION MAINTENANCE	KELLY SUPPLY COMPANY	MALE ADAPTER, BUSHING, COUP	39.03	
100-155-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	HEX NUTS, BATTERIES	70.88	
100-155-56010	SUPPLIES	KELLY SUPPLY COMPANY	GASKET	1.98	
100-155-56110	PRO-SHOP SUPPLIES	ACE HARDWARE & GARDEN CNT	PINE SOL, MARC RING BE GONE, CLOROX GEF	68.55	
100-155-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	138.97	
100-155-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	503.92	
100-155-57510-21054	CAPITAL-EQUIPMENT	TURFWERKS	SPREADER	6,800.00	
Total For Dept 155 VAN BERG GOLF COURSE				10,891.18	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-53400	COMPUTER SUPPORT/MAINT	CLUB PROPHET SYSTEMS	MONTHLY TEE SHEET	90.00	
100-156-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	HP Z4 G4 WORKSTATION, HP PROBROOK	49.00	
100-156-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW - MS GSA OFFICE STD 2021	304.99	
100-156-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	510.28	
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	4,353.00	
100-156-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	13.41	
100-156-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	323.87	
100-156-54310	BUILDING MAINTENANCE	NOVICKI FIRE PREVENTION SE	YEARLY INSPECTION	154.00	
100-156-54320	EQUIPMENT MAINTENANCE	AKRS EQUIPMENT	PARTS	3,360.01	
100-156-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	AIR FILTER	369.64	
100-156-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	OIL FILTER, GREY RTV SILICONE, GROUNDIN	147.74	
100-156-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	OIL & AIR FILTERS, 14OZ BRAKE CLEANER	129.14	
100-156-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	PINS & O-RINGS	103.86	
100-156-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	DISC BRAKE PADS	247.84	
100-156-54350	GOLF CART/COURSE MAINT	VAN WALL EQUIPMENT INC	BALL WASHER, FLAGS, PRACTICE GREEN CUP	1,004.50	
100-156-55400	ADVERTISING AND PROMOTION	COLUMBUS TELEGRAM	VISITORS GUIDE	449.00	
100-156-55400	ADVERTISING AND PROMOTION	GOLFNOW	WEBSITE/EMAIL HOSTING	180.26	
100-156-55920	MISC FEES	DUNBAR DOUGLAS	CREDIT CARD FEES REIMBURSEMENT	444.17	
100-156-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	OIL & AIR FILTERS, 14OZ BRAKE CLEANER	46.38	
100-156-56010	SUPPLIES	TRACTOR SUPPLY CREDIT PLAN	SHEET METAL	93.39	
100-156-56060	CHEMICALS	ZIMCO SUPPLY CO	SYN ACELEPRYN 64 OZ & VELISTA 22OZ	6,346.54	
100-156-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	85.24	
100-156-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	571.26	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 02/23/2022 - 02/23/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 156 QUAIL RUN GOLF COURSE					
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	816.30	
100-156-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 1/30/22 TO 2/2	57.81	
100-156-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	42.84	
Total For Dept 156 QUAIL RUN GOLF COURSE				20,294.47	
Total For Fund 100 GENERAL FUND				1,569,795.42	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	AMERICAN INN	409.11	
200-200-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	BRIAN BENCK	28.73	
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	ANNUAL DOT CONSORTIUM FEE, DRUG SCREENS	99.00	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	539.88	
200-200-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	HP Z4 G4 WORKSTATION, HP PROBROOK	758.33	
200-200-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW - MS GSA OFFICE STD 2021	203.33	
200-200-54310	BUILDING MAINTENANCE	SAPP BROS PETROLEUM INC	NOZZLE HUSKY	89.00	
200-200-54310	BUILDING MAINTENANCE	STANLEY PETROLEUM	HUSKY 1HS & 10 UNL NOZZLES	137.38	
200-200-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	HUB OIL	49.00	
200-200-54320	EQUIPMENT MAINTENANCE	MIDWEST SERVICE & SALES CO	SQUARE EDGE FLAT, BONNELL END SHOES, PI	859.03	
200-200-54320	EQUIPMENT MAINTENANCE	PLATTE VALLEY COMMUNICATIO	SERVICE	447.50	
200-200-54320	EQUIPMENT MAINTENANCE	TY'S OUTDOOR POWER & SERVI	WHEEL ASM 13X5X6 RIB FLATFREE	395.46	
200-200-54330	VEHICLE MAINTENANCE	ACE HARDWARE & GARDEN CNT	GM PLAS HD KEY	7.98	
200-200-55210	CLAIMS AND SETTLEMENTS	CAPITOL CITY ELECTRIC	REPAIR DAMAGED TRAFFIC LIGHTS - 18TH AV	1,054.63	
200-200-55930	REFUNDS	ARL CREDIT SERVICES INC	JANUARY COLLECTION SERVICES	108.00	
200-200-56010	SUPPLIES	LOGAN CONTRACTORS SUPPLY	14 PALLETS LOT #D1584	8,945.00	
200-200-56010	SUPPLIES	MENARDS	TRASH CAN, SCOOP, GREAT STUFF	256.50	
200-200-56010	SUPPLIES	SAPP BROS PETROLEUM INC	DIESEL EXHAUST FLUID	336.83	
200-200-56020	OFFICE SUPPLIES	AMAZON	USB C CABLE	44.97	
200-200-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	10,434.20	
200-200-56090	SMALL TOOLS	AMAZON	OREGON PROFESSIONAL 120 VOLT	329.99	
200-200-56120	TRAFFIC SIGNS	ACE HARDWARE & GARDEN CNT	DUCT, MASKING, ELECTRICAL TAPE, FUSE PI	53.94	
200-200-56120	TRAFFIC SIGNS	GENERAL TRAFFIC CONTROLS	16 - LED 8" INSERT, YELLOW BALL	424.00	
200-200-56120	TRAFFIC SIGNS	MID-AMERICAN SIGNAL INC	WAVETRONIX MATRIX/ADVANCE CABLE 250'	273.52	
200-200-56120	TRAFFIC SIGNS	NEWMAN SIGNS INC.	SIGNS	338.54	
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	480.92	
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2,031.88	
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	594.30	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	31,362.94	
200-200-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	168.53	
200-200-56250	REFUSE	ACE SANITATION SERVICE INC	JANUARY GARBAGE SERVICE	39.00	
200-200-57200-19260	CAPITAL-LAND & BUILDINGS	JEO CONSULTING GROUP INC	LOUP RIVER LEVEE IMPROVEMENTS CONSTRUCT	6,562.50	
200-200-57300-20075	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION &	2'X4' ADA TILE	3,450.00	
Total For Dept 200 STREETS				71,313.92	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	45.00	
200-202-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	DRILL BIT,NUT, BOLTS	5.69	
200-202-56010	SUPPLIES	ISLAND SUPPLY WELDING CO.	10 - 4.5X7/8" 36G CERAMIC DISC	60.80	
200-202-56010	SUPPLIES	NAPA AUTO PARTS OF COLUMBU	FITTING	5.49	
200-202-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	5 GALLON GEAR LUBE	101.47	
200-202-56010	SUPPLIES	SAPP BROS PETROLEUM INC	FLOOR DRY	224.62	
200-202-56010	SUPPLIES	TRACTOR SUPPLY CREDIT PLAN	SUPPLIES	2.47	
200-202-56090	SMALL TOOLS	K & S TOOL SERVICE	RATCHET ANVIL	21.99	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 202 MECHANICS SHOP					
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	OIL FILTER	283.39	
200-202-56130	SUPPLIES FOR RESALE	AKRS EQUIPMENT	O-RING, VALVE SEAT, SHIELD, GASKET	76.44	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	SUPPLIES	241.02	
200-202-56130	SUPPLIES FOR RESALE	NAPA AUTO PARTS OF COLUMBUS	BRAKE MASTER CYLINDER	124.12	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	UNIT #86 - BRAKE ROTOR, QT GEAR LUBE	267.88	
Total For Dept 202 MECHANICS SHOP				1,460.38	
Total For Fund 200 STREETS/ENGINEERING				72,774.30	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-52700	TRAINING AND TUITION	CROWNE PLAZA	KEITH SCHADEMANN 1/26/22 & 1/27/22	219.90	
205-205-52700	TRAINING AND TUITION	SCHADEMANN KEITH	REIMBURSE MILEAGE & MEALS NEBRASKA AVIP	181.96	
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	ANNUAL DOT CONSORTIUM FEE, DRUG SCREENS	62.00	
205-205-54440	RUNWAY MAINTENANCE	FIRST NATIONAL BANK OMAHA	FLIGHT LIGHT	1,120.38	
205-205-56010	SUPPLIES	ELECTRICAL ENGINEERING &	BULB	13.07	
205-205-56010	SUPPLIES	MENARDS	WASHERS	45.90	
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,786.92	
205-205-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 1/30/22 TO 2/2	111.24	
205-205-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	85.68	
205-205-56260	UTILITIES - FSS BUILDING	LOUP POWER DISTRICT	ELECTRICITY	678.24	
Total For Dept 205 AIRPORT				4,305.29	
Total For Fund 205 AIRPORT				4,305.29	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	APCO INTERNATIONAL - MOLLY VETICK	818.00	
220-220-52700	TRAINING AND TUITION	YORK CO COMMUNICATIONS CEN	APCO CTO COURSE	198.00	
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES/EMPLOYEEMENT ADS	671.88	
220-220-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	65.96	
220-220-53400	COMPUTER SUPPORT/MAINT	EAKES OFFICE SOLUTIONS	TONER CRTDG	250.15	
220-220-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	HEADSETS DIRECT	637.89	
220-220-56010	SUPPLIES	CULLIGAN OF COLUMBUS	POU COOLER	38.50	
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	782.47	
220-220-56240	TELEPHONE	CENTURY LINK	E911 PHONE CHARGES	159.15	
220-220-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 1/30/22 TO 2/2	724.67	
220-220-56240	TELEPHONE	LINGO	E911 PHONE SERVICE	51.67	
220-220-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	42.84	
220-220-57510-21084	CAPITAL-EQUIPMENT	PLATTE VALLEY COMMUNICATIO	SERVICE CALL JCC BEEPING ON CO SHRF SOU	51.25	
Total For Dept 220 E911				4,492.43	
Total For Fund 220 COMMUNICATIONS - E911				4,492.43	
Fund 221 COMMUNICATIONS - WIRELESS E911					
Dept 221 WIRELESS E911					
221-221-56240	TELEPHONE	CENTURY LINK	E911 PHONE CHARGES	835.48	
Total For Dept 221 WIRELESS E911				835.48	
Total For Fund 221 COMMUNICATIONS - WIRELESS E911				835.48	
Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING					
Dept 225 EC-911 EQUIPMENT SHARING					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING					
Dept 225 EC-911 EQUIPMENT SHARING					
225-225-56240	TELEPHONE	TELECOMMUNICATION SYSTEMS	MONTHLY CIRCUIT FEE	1,554.00	
Total For Dept 225 EC-911 EQUIPMENT SHARING				1,554.00	
Total For Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHAR				1,554.00	
Fund 240 HOUSING REHAB & LOANS					
Dept 245 CDBG GRANTS					
240-245-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	DHA 20-TFHP-17006 DRAWDOWN 7 - MICKEY S	24,005.00	
Total For Dept 245 CDBG GRANTS				24,005.00	
Total For Fund 240 HOUSING REHAB & LOANS				24,005.00	
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	ACCOUNTS PAYABLE	PERSON LORETTA	REFUND FOR ACCOUNT 100-12700-00	39.05	
Total For Dept 000				39.05	
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	BRIAN BENCK	17.24	
500-500-52700	TRAINING AND TUITION	REGION 12 AMERICAN BACKFLC	TRAINING FEE: TOBIASON, BLAHAK, BEHLEN,	225.00	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	173.35	
500-500-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	HP Z4 G4 WORKSTATION, HP PROBROOK	758.33	
500-500-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW - MS GSA OFFICE STD 2021	203.33	
500-500-54320	EQUIPMENT MAINTENANCE	WANCO INC	CHARACTER ASSY 12" LED	248.00	
500-500-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	DUCT TAPE, SILICONE, CAUTION TAPE	20.98	
500-500-54390	SYSTEM MAINTENANCE	FIFE WATER SERVICES	MICROSCOPIC EVALUATION REPORT, MICRO &	850.00	
500-500-54390	SYSTEM MAINTENANCE	LOUP POWER DISTRICT	ELECTRICITY	36.00	
500-500-54390	SYSTEM MAINTENANCE	MUNICIPAL PIPE TOOL CO LLC	2 - HYDRO NOZZLES	575.00	
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	150.04	
500-500-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	110.88	
500-500-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS	58.37	
500-500-56030	CLEANING SUPPLIES/SERVICE	MENARDS	ZEP NEUTRAL FLOOR CLEANER	17.37	
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	JANUARY DAILY MAIL & STATEMENTS	2,141.36	
500-500-56090	SMALL TOOLS	TOO FAST SUPPLY	5-N-1 COUPLER, COPPER TUBING MINI CUTTE	38.63	
500-500-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	263.24	
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,037.74	
500-500-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	62.50	
500-500-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	384.34	
500-500-56250	REFUSE	ACE SANITATION SERVICE INC	JANUARY GARBAGE SERVICE	19.50	
500-500-57300-20091	CAPITAL-NEW CONSTRUCTION	HDR ENGINEERING INC	LOST CREEK PARKWAY SEWER PROJECT 12/26/	19,110.84	
Total For Dept 500 WASTEWATER COLLECTION				27,502.04	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	186.74	
500-501-54310	BUILDING MAINTENANCE	ELECTRICAL ENGINEERING &	HOLOPHANE STARTERS	115.35	
500-501-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	GASKET MATERIAL	10.60	
500-501-54320	EQUIPMENT MAINTENANCE	ELECTRICAL ENGINEERING &	2 - GEL 12381	53.17	
500-501-54320	EQUIPMENT MAINTENANCE	GRAINGER	OVERLOAD RELAY, STRAINER, REGULATOR KIT	132.90	
500-501-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	WATER MASTER, CLAMP, COUPLING, FIRE HOE	532.57	
500-501-54320	EQUIPMENT MAINTENANCE	SAPP BROS PETROLEUM INC	PC HYDREX AW 46	549.45	
500-501-55640	COMPLIANCE TESTING	MIDWEST LABORATORIES INC	WATER TESTING	122.75	
500-501-56010	SUPPLIES	MENARDS	GLOVES, BATTERIES, SHARPIE	127.94	
500-501-56010	SUPPLIES	TRACTOR SUPPLY CREDIT PLAN	RETRACTABLE TIE DOWN	9.99	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	24.99	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME	5,907.71	
500-501-56100	LABORATORY	USA BLUE BOOK	FILTERS	1,162.10	
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	4,015.31	
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	8,775.22	
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	12,518.62	
500-501-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 1/30/22 TO 2/2	64.31	
500-501-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	85.68	
500-501-56250	REFUSE	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	193.92	
500-501-57510-20099	CAPITAL-EQUIPMENT	HUFFMAN ENGINEERING INC.	DECEMBER 2021 PROGRESS BILL - SITE WONI	20,520.00	
Total For Dept 501 WASTEWATER TREATMENT FAC				55,109.32	
Total For Fund 500 UTILITY SERVICE				82,650.41	
Fund 520 WATER					
Dept 000					
520-000-20100	ACCOUNTS PAYABLE	PERSON LORETTA	REFUND FOR ACCOUNT 100-12700-00	26.29	
Total For Dept 000				26.29	
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	BRIAN BENCK	17.24	
520-520-52700	TRAINING AND TUITION	REGION 12 AMERICAN BACKFLC	TRAINING FEE: TOBIASON, BLAHAK, BEHLEN,	225.00	
520-520-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	ANNUAL DOT CONSORTIUM FEE, DRUG SCREENS	37.00	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	MAT, UNIFORMS	229.95	
520-520-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	HP Z4 G4 WORKSTATION, HP PROBROOK	758.34	
520-520-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW - MS GSA OFFICE STD 2021	203.32	
520-520-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS, ROLLER TOWELS, SHOP TOWELS	38.15	
520-520-54310	BUILDING MAINTENANCE	LINCOLN WINWATER WORKS	SEAL KIT	67.41	
520-520-54320	EQUIPMENT MAINTENANCE	WANCO INC	CHARACTER ASSY 12" LED	248.00	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	DUCT TAPE, SILICONE, CAUTION TAPE	54.97	
520-520-54390	SYSTEM MAINTENANCE	CORE & MAIN LP	20 - METER ADAPTERS	1,129.46	
520-520-54390	SYSTEM MAINTENANCE	HOA SOLUTIONS INC	SERVICE REMOTELY - KELLER MICROLEVEL	1,259.40	
520-520-54390	SYSTEM MAINTENANCE	KELLY SUPPLY COMPANY	GATES STEMS	180.90	
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	150.04	
520-520-54420	WELL MAINTENANCE	CORE & MAIN LP	VALMATIC REPAIR	1,657.58	
520-520-54420	WELL MAINTENANCE	POWER TECH LLC	WELL #16 - TROUBLESHOOT NO START ENGINE	2,155.14	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	110.87	
520-520-56020	OFFICE SUPPLIES	UPS STORE	SHRINK WRAP	29.95	
520-520-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT, UNIFORMS	80.46	
520-520-56030	CLEANING SUPPLIES/SERVICE	MENARDS	ZEP NEUTRAL FLOOR CLEANER	17.37	
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	JANUARY DAILY MAIL & STATEMENTS	2,141.36	
520-520-56060	CHEMICALS	AQUA-PURE INC	MONTHLY SERVICE CONTRACT - NORTH & SOU	7,539.71	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	7,279.26	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	1,226.75	
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,239.78	
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	11,651.31	
520-520-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	62.50	
520-520-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 1/30/22 TO 2/2	193.43	
520-520-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	309.98	
520-520-56250	REFUSE	ACE SANITATION SERVICE INC	JANUARY GARBAGE SERVICE	19.50	
Total For Dept 520 WATER				40,314.13	
Dept 522 SUPERFUND PROJECT					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 522 SUPERFUND PROJECT					
520-522-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	233.59	
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Total For Dept 522 SUPERFUND PROJECT				233.59	
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Total For Fund 520 WATER				40,574.01	
Fund 560 STORMWATER UTILITY					
Dept 000					
560-000-20100	ACCOUNTS PAYABLE	PERSON LORETTA	REFUND FOR ACCOUNT 100-12700-00	13.47	
				<hr/>	
Total For Dept 000				13.47	
Dept 560 STORMWATER UTILITY					
560-560-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	BRIAN BENCK	11.50	
560-560-53400	COMPUTER SUPPORT/MAINT	VERIZON CONNECT NWF, INC.	GPS SERVICE	32.38	
				<hr/>	
Total For Dept 560 STORMWATER UTILITY				43.88	
				<hr/>	
Total For Fund 560 STORMWATER UTILITY				57.35	
Fund 570 SOLID WASTE DIVISION					
Dept 000					
570-000-20100	ACCOUNTS PAYABLE	PERSON LORETTA	REFUND FOR ACCOUNT 100-12700-00	7.76	
				<hr/>	
Total For Dept 000				7.76	
Dept 570 TRANSFER STATION					
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	ANNUAL DOT CONSORTIUM FEE, DRUG SCREENS	37.00	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	170.30	
570-570-54320	EQUIPMENT MAINTENANCE	ADVANCE AUTO PARTS	FUEL FILTER	12.59	
570-570-54320	EQUIPMENT MAINTENANCE	K-C AUTO SUPPLY INC	FUEL SPIN-ON, LUBE SPIN-ON, CHANNEL FLC	187.40	
570-570-54330	VEHICLE MAINTENANCE	K-C AUTO SUPPLY INC	PANEL RETAINER	8.31	
570-570-54330	VEHICLE MAINTENANCE	KELLY SUPPLY COMPANY	SWIVEL QWIK PUSH	19.05	
570-570-54330	VEHICLE MAINTENANCE	VANDER HAAGS INC.	FRONT BUMPER, GRILLE, BUMPER BRACKETS	850.77	
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	49,866.97	
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	34.90	
570-570-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	7,952.00	
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,253.85	
570-570-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 12/27 - 1/26	42.84	
				<hr/>	
Total For Dept 570 TRANSFER STATION				60,435.98	
				<hr/>	
Total For Fund 570 SOLID WASTE DIVISION				60,443.74	
Fund 600 HEALTH INSURANCE					
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-PACE PROGRAM	1,200.00	
				<hr/>	
Total For Dept 000				1,200.00	
				<hr/>	
Total For Fund 600 HEALTH INSURANCE				1,200.00	
				<hr/>	

02/18/2022 02:36 PM
User: LAURA.RUPP
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 02/23/2022 - 02/23/2022
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

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

Fund Totals:

Fund 100 GENERAL FUND	1,569,795.42
Fund 200 STREETS/ENGINEE	72,774.30
Fund 205 AIRPORT	4,305.29
Fund 220 COMMUNICATIONS	4,492.43
Fund 221 COMMUNICATIONS	835.48
Fund 225 COMMUNICATIONS-	1,554.00
Fund 240 HOUSING REHAB &	24,005.00
Fund 500 UTILITY SERVICE	82,650.41
Fund 520 WATER	40,574.01
Fund 560 STORMWATER UTII	57.35
Fund 570 SOLID WASTE DIV	60,443.74
Fund 600 HEALTH INSURANC	1,200.00

Total For All Funds:	<u>1,862,687.43</u>
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Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
71565	LOUP POWER DISTRICT	02/01/2022	02/23/2022	8,544.22	8,544.22	Open	N
71670	PETE LIEN & SONS INC.	01/31/2022	02/23/2022	5,907.71	5,907.71	Open	N
71672	MIDWEST SERVICE & SALES CO	01/31/2022	02/23/2022	8,736.00	8,736.00	Open	N
71696	AQUA-PURE INC	02/07/2022	02/23/2022	7,539.71	7,539.71	Open	N
71713	COLUMBUS AREA CHAMBER OF	02/01/2022	02/23/2022	8,000.00	8,000.00	Open	N
71721	SAPP BROS PETROLEUM INC	01/14/2022	02/23/2022	7,952.00	7,952.00	Open	N
71722	SAPP BROS PETROLEUM INC	01/19/2022	02/23/2022	5,582.79	5,582.79	Open	N
71754	LOGAN CONTRACTORS SUPPLY INC	02/09/2022	02/23/2022	8,945.00	8,945.00	Open	N
71775	JEO CONSULTING GROUP INC	02/09/2022	02/23/2022	6,562.50	6,562.50	Open	N
71789	TURFWERKS	02/04/2022	02/23/2022	6,800.00	6,800.00	Open	N
71793	COLUMBUS FAMILY RESOURCE CTR	02/04/2022	02/23/2022	9,967.12	9,967.12	Open	N
71858	DUNBAR DOUGLAS	02/01/2022	02/23/2022	6,498.00	6,498.00	Open	N
71905	FIRST NATIONAL BANK OMAHA	01/20/2022	02/23/2022	6,709.78	6,709.78	Open	N
71986	HAWKINS INC	02/04/2022	02/23/2022	7,279.26	7,279.26	Open	N
71988	ZIMCO SUPPLY CO	10/29/2021	02/23/2022	6,496.75	6,496.75	Open	N
# of Invoices:	15	# Due:	15	Totals:	111,520.84	111,520.84	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					111,520.84	111,520.84	

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 02/23/2022 - 02/23/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	100 - GENERAL FUND			57,875.47	57,875.47		
	200 - STREETS/ENGINEERING			15,710.83	15,710.83		
	220 - COMMUNICATIONS - E911			304.99	304.99		
	500 - UTILITY SERVICE			14,655.26	14,655.26		
	520 - WATER			15,022.29	15,022.29		
	570 - SOLID WASTE DIVISION			7,952.00	7,952.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	100 - GENERAL ADMINISTRATION			8,304.99	8,304.99		
	102 - COLUMBUS AREA TRANSIT			304.99	304.99		
	103 - COLUMBUS COMMUNITY CENTER			9,967.12	9,967.12		
	105 - FINANCE			609.98	609.98		
	108 - HUMAN RESOURCES			304.99	304.99		
	110 - POLICE			6,192.77	6,192.77		
	120 - FIRE			609.98	609.98		
	130 - LIBRARY			1,524.95	1,524.95		
	150 - PARKS			8,736.00	8,736.00		
	151 - PAWNEE PLUNGE WATER PARK			1,219.96	1,219.96		
	155 - VAN BERG GOLF COURSE			8,945.00	8,945.00		
	156 - QUAIL RUN GOLF COURSE			11,154.74	11,154.74		
	200 - STREETS			15,710.83	15,710.83		
	220 - E911			304.99	304.99		
	500 - WASTEWATER COLLECTION			203.33	203.33		
	501 - WASTEWATER TREATMENT FAC			14,451.93	14,451.93		
	520 - WATER			15,022.29	15,022.29		
	570 - TRANSFER STATION			7,952.00	7,952.00		

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

6. **SPECIAL PRESENTATIONS - None**

7. **PUBLIC HEARINGS**

7.A. Public hearing - Application of Tokyo-Mount Fuji Catering, LLC dba Tokyo Japanese Cuisine for Retail Class "I" liquor license at 2610 23 Street.

**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 22, 2022, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a retail liquor license for Tokyo-Mount Fuji Catering, LLC dba Tokyo Japanese Cuisine, 2610 23 Street, Columbus, Nebraska, and at said time and place you may appear and be heard.

City of Columbus, Nebraska
BY: Janelle Kline
City Clerk

Publish 02:10:22
Two Affidavits of Publication

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: January 31, 2022

DUE DATE: February 22, 2022

Applicant Tokyo-Mount Fuji Catering, LLC dba
Tokyo Japanese Cuisine

Address 2610 23 Street, Columbus, NE 68601

Legal Description Pt Lots 9-10-11 & Pt Lot 12 Blk H Mahood

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

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

Requested License or Action: Class I

Existing Zoning: B-2

Existing Land Use: Commercial

Adjacent Land Use and Zoning:

North: B-2

South: B-2

East: B-2

West: B-2

General Neighborhood/Area Land Uses: Commercial

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

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

Speed Limit: 35 mph

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



Richard J. Bogus, P.E.
City Engineer



COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: FEBRUARY 8th, 2022

SUBJECT: TOKYO JAPANESE CUISINE
LIQUOR LICENSE APPLICATION
2610 23rd STREET
COLUMBUS, NEBRASKA
OWNER/MANAGER: CHEN CHEN WANG
XIAO WEN GOU

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

- B. The recommendation of the police department or any other law enforcement agency:
The Columbus Police Department has no recommendation.

- C. Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises, potential traffic and parking problems, and the proximity and availability of on-street and off-street parking:
There is heavy motor vehicle and some pedestrian traffic at this location. There seems to be no traffic or parking problems. There is adequate parking available.

- D. Zoning restrictions and the local governing body's zoning and land-use policies:
The area is zoned for business.

- E. Sanitation or sanitary conditions on or about the proposed licensed premises:
Sanitation or sanitary conditions are in order.
- F. The existence of a citizen's protest or opposition to the application:
There is no known citizen protest or opposition to the application.
- G. The existing population and projected growth within the jurisdiction of the local governing body and within the area to be served:
There is normal projected population growth within the jurisdiction of the local governing body and within the area to be served.
- H. The existing liquor licenses, the class of each such license, and the distance and times of travel between establishments issued such licenses:
The existing liquor licenses in the area include; Supermercado 3 Hermanos (Class C Liquor License) located across the street to the south, Pizza Hut (Class A Liquor License) located one block east, Casey's General Store (Class D Liquor License) located two blocks west.
- I. Whether the proposed license would be compatible with the neighborhood or community where the proposed premises are located:
The proposed license is compatible with this area.
- J. Whether the type of business or activity proposed to be operated or presently operated in conjunction with the proposed license is and will be consistent with the public interest as declared in section 53-101.01:
The type of business and activity proposed will be consistent with public intent.
- K. Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with section 53-102:
There is no evidence shown that the applicant will not ensure that all alcoholic beverages will be handled by persons in accordance with section 53-102.
- L. Whether the applicant has taken every reasonable precaution to protect against the possibility of shoplifting of alcoholic liquor, which alcoholic liquor shall be displayed and kept in and sold from an area which is reasonably secured:

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

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

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

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

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

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

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

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

Activities will not create unreasonable noise.

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

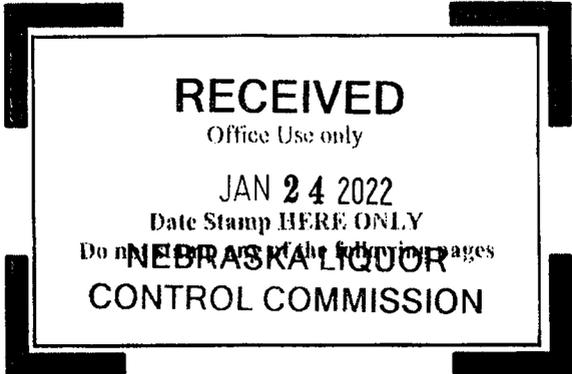
There is no evidence to show that the applicant has forfeited bond to appear in court for violating any liquor law or ordinance relating to alcoholic liquor.

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: I

License Number:
124745



Office Use Only

NEW / REPLACING TOP Yes No

Hot List Yes No Initial: BH

PLEASE READ CAREFULLY

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

APPLICANT NAME Tokyo-Mount Fuji Catering, LLC

TRADE (DBA) NAME Tokyo Japanese Cuisine

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER 402-681-7393

CONTACT EMAIL ADDRESS clark@grantattorney.com

Office use only	
PAYMENT TYPE <u>1/24/22 PayPort</u>	
AMOUNT <u>\$ 400</u> RCPT _____	
RECEIVED: <u>1/24/22 BR</u>	
DATE DEPOSITED _____	

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

Name Clark J. Grant Phone Number 402-564-3274
Firm Name Grant & Grant
Email address clark@grantattorney.com

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

PREMISES INFORMATION

Trade Name (doing business as) Tokyo Japanese Cuisine

Street Address 2610 23rd Street

City Columbus County Platte Zip Code 68601 -

Premises Telephone number 402-681-7393

3202

Business e-mail address chenchenwang1004@gmail.com

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

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

Check if same as premises

Name Tokyo-Mount Fuji Catering

Street Address 2610 23rd Street

City Columbus State NE Zip Code 68601

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.

DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH AND THE NUMBER OF FLOORS OF THE BUILDING.

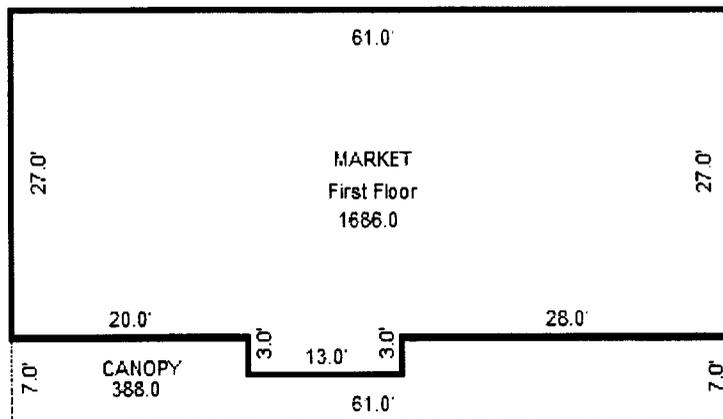
Building length 61' x width 27' in feet

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

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

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

- See attached



Sketch by Apex IV™

APPLICANT INFORMATION

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

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

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

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

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

YES NO

If yes, provide business name and license number _____

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

YES NO

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

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

YES NO

If yes

- a) Attach temporary operating permit (TOP) (Form 125)
 - a) Submit a copy of the business purchase agreement
 - b) Include a list of alcohol being purchased, list the name brand, container size and how many
 - c) Submit a list of the furniture, fixtures and equipment

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

YES NO

If yes, list the lender(s) Great Plains State Bank

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

YES NO

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

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

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

YES NO

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

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

YES NO

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

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

YES NO

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

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

Great Plains State Bank (Columbus, NE) a) Chen Chen Wang

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

None

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

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

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Chen Chen Wang	01/2022	Hospitality Exam.com - Nebraska Alcohol Server/Seller
Xiao Wen Gou	01/2022	Hospitality Exam.com-Nebraska Alcohol Server/Seller

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Chen Chen Wang		n/a
Xiao Wen Gou		n/a

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

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

- Lease expiration date December 31, 2026
- Deed
- Purchase Agreement

14. When do you intend to open for business? February 2022

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

16. What are the anticipated hours of operation? 10:30 a.m. to 9:00 p.m.

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Columbus, NE	2008	2021	Columbus, NE	2008	2021

If necessary, attach a separate sheet

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

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

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

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

**Must be signed in the presence of a notary public by applicant(s) and spouse(s).
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

Chen Chen Wang
Signature of **APPLICANT**
Do not sign until you have read the entire document.

Chen Chen Wang
Printed Name of **APPLICANT**

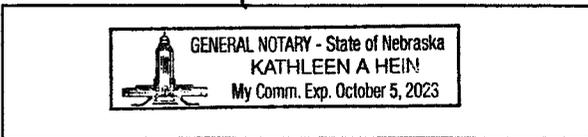
State of Nebraska, County of Platte

The foregoing instrument was acknowledged before me this

Jan. 24, 2022
(Date)

By Chen Chen Wang

Kathleen A. Hein
Notary Public Signature



Xiao Wen Gou
Signature of **SPOUSE**
Do not sign until you have read the entire document.

Xiao Wen Gou
Printed Name of **SPOUSE**

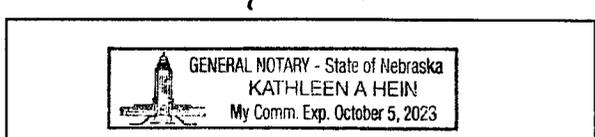
State of Nebraska, County of Platte

The foregoing instrument was acknowledged before me this

Jan. 24, 2022
(Date)

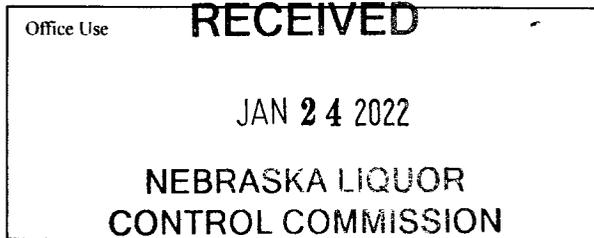
By Xiao Wen Gou

Kathleen A. Hein
Notary Public Signature



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

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



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

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

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

Name of Registered Agent: Chen Chen Wang

Name of Limited Liability Company that will hold license as listed on the Articles of Organization
Tokyo-Mount Fuji Catering, LLC

LLC Address: 2610 23rd Street

City: Columbus State: NE Zip Code: 68601

LLC Phone Number: 402-681-7393 LLC Fax Number: n/a

Name of Managing/Contact Member

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

Last Name: Wang First Name: Chen Chen MI: _____

Home Address: 408 4th Street City: Columbus

State: NE Zip Code: 68601 Home Phone Number: 402-681-7393

Chen Chen Wang

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Platte

The foregoing instrument was acknowledged before me this

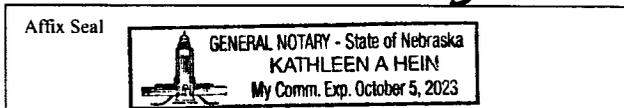
Jan. 24, 2022

Date

by Chen Chen Wang

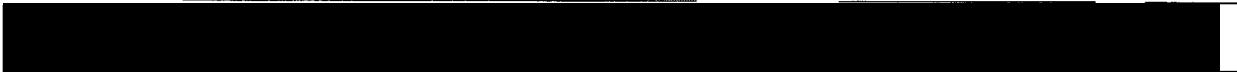
name of person acknowledge

Kathleen A. Hein



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

Last Name: Wang First Name: Chen Chen MI: _____



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



Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 100%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

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

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

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

Nebraska Secretary of State

TOKYO-MOUNT FUJI CATERING, LLC

Wed Jan 26 13:19:18 2022

SOS Account Number

2112311382

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

CHEN CHEN WANG
2610 23RD STREET
COLUMBUS, NE 68601

Designated Office Address

2610 23RD STREET
COLUMBUS, NE 68601

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Dec 03 2021

Next Report Due Date

Jan 01 2023

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Dec 03 2021	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>
Proof of Publication	Jan 12 2022	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>

Good Standing Documents

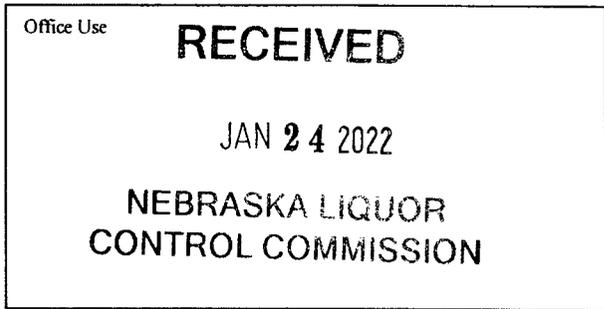
- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation
\$6.50

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

**MANAGER APPLICATION
INSERT - FORM 3c**

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



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

MANAGER MUST:

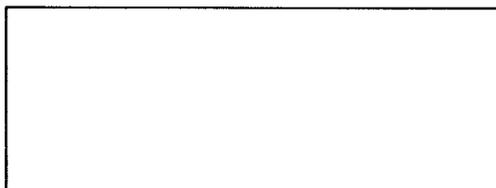
- ✓ Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- ✓ Fingerprints are required. See form 147 for further information, read form carefully to avoid delays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

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

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

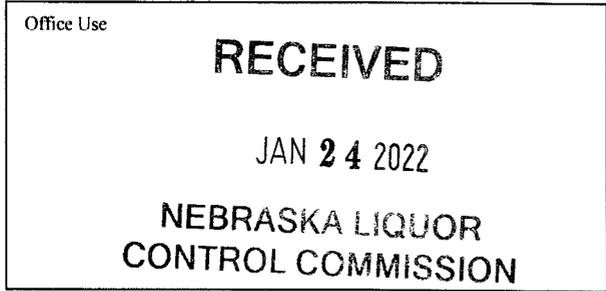
Spouse who **will** participate in the business, the **spouse must:**

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



**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: Tokyo-Mount Fuji Catering, LLC

Premise information

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

Premise Trade Name/DBA: Tokyo Japanese Cuisine

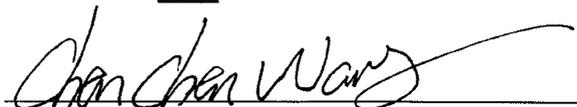
Premise Street Address: 2610 23rd Street

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402-681-7393

Premise Email address: chenchenwang1004@gmail.com

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



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

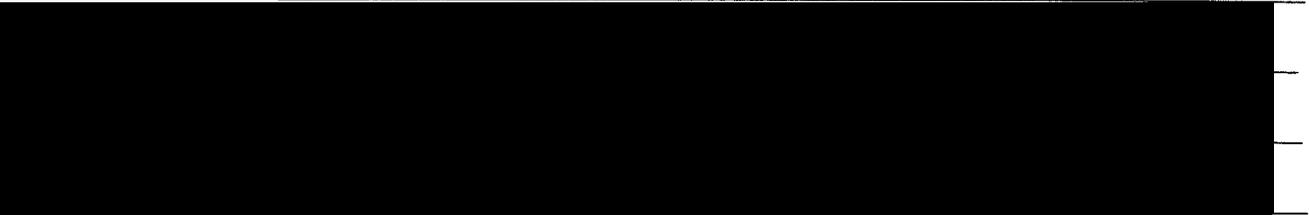
Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Wang First Name: Chen Chen MI: _____

Home Address: 408 4th Street

City: Columbus County: Platte Zip Code: 68601

Home Phone Number: 402-681-7393



Email address: chenchenwang1004@gmail.com

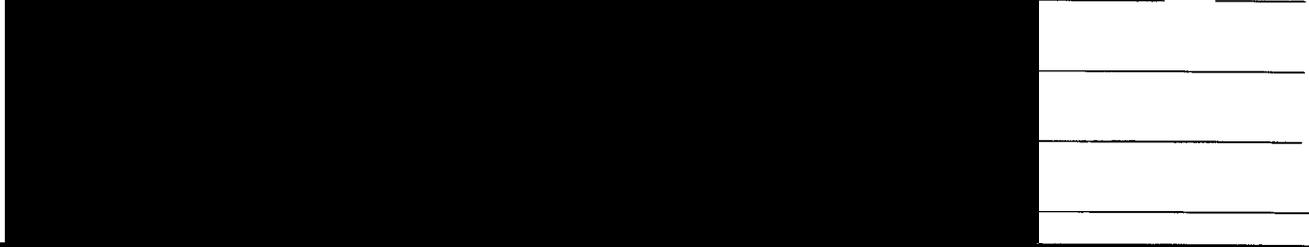
Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES

NO

Spouse's information

Spouses Last Name: Wen Gou First Name: Xiao MI: _____



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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Columbus, NE	2008	2021	Columbus, NE	2008	2021

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2008	2021	Hy-Vee	Darin Kriech	402-563-4524

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: 01/16/2022 Name on Certificate: Chen Chen Wang

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Chen Chen Wang	01/2022	Hospitalityexam.com-Nebraska Alcohol Server/Seller Certification
Xiao Wen Gou	01/2022	Hospitalityexam.com-Nebraska Alcohol Server/Seller Certification

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Chen Chen Wang/Chef-Server	2008-2021	Hy-Vee Columbus, NE.

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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

Chen Chen Wang
Signature of Manager Applicant

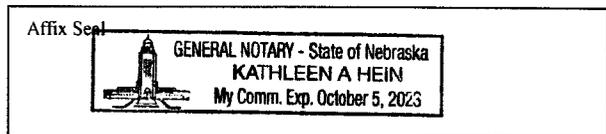
Xiao Wen Gou
Signature of Spouse

ACKNOWLEDGEMENT

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

Jan. 24, 2022 date by Chen Chen Wang; Xiao Wen Gou
NAME OF PERSON BEING ACKNOWLEDGED

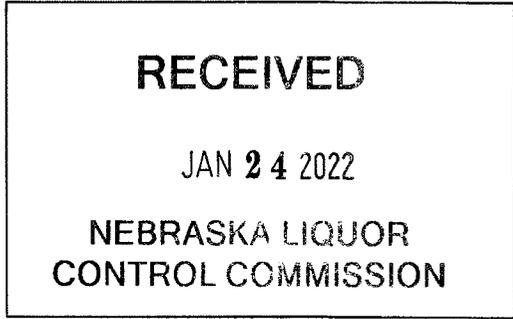
Kathleen A. Hein
Notary Public signature



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

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

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



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

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

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

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

Trade Name Tokyo Japanese Cuisine

Name of Person Being Fingerprinted: Xiao Wen Gou

Date fingerprints were taken: 01-11-2022

Location where fingerprints were taken: Platte County Detention Facility

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

Xiao Wen Gou

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



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

Chen Chen Wang

Political Party
Nonpartisan

Precinct
1A

Election Details

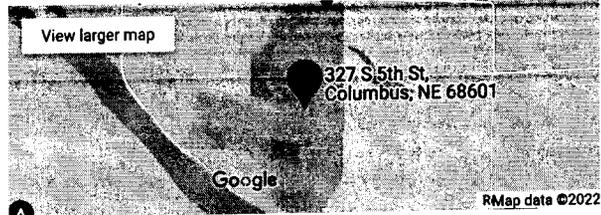
05/10/2022 2022 Primary Election

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

Polling Location

Quail Run Club House

327 S. 5th St. Columbus, NE 68601
Using Room: Quail Nest



Early Voting Sites

Platte County Election Commissioner's Office

2610 14th St. Columbus, NE 68601

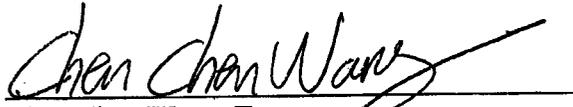
TOKYO JAPANESE CUISINE BUSINESS PLAN

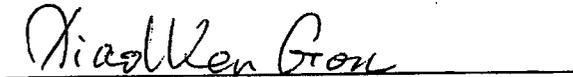
Chen Chen Wang and his wife, Xiao Wen Gou plan to open a new restaurant in Columbus, Nebraska, serving authentic Japanese and Chinese cuisine. The restaurant will be called "Tokyo Japanese Cuisine". While there are currently several Chinese restaurants in Columbus, there are no restaurants serving Japanese cuisine. The dining room service will include the option of beer, wine or mixed drinks. There will be no alcohol sales for off premises consumption. The restaurant will be open Tuesday through Sunday, 10:30 a.m. to 9:00 p.m. (days & hours). The restaurant is located at the intersection of highway 30 and 26th avenue which has a high traffic count that will make the restaurant highly visible in the community. The Columbus community is under served with restaurants in general and will now enjoy an option for fine Japanese as well as Chinese cuisine.

ASSIGNMENT OF LEASE

COME NOW Chen Chen Wang and Xiao Wen Gou, husband and wife, and for good and valuable consideration, do hereby assign all their right, title and interest in and to the commercial Lease Agreement by and between Colfax Properties, LLC, "Landlord", and Chen Chen Wang and Xiao Wen Gou, "Tenants", dated the first day of 2nd day of December, 2021, to the property located at 2610 23rd Street, Columbus, Nebraska, to Tokyo-Mount Fuji Catering, LLC.

Dated this 27 day of January, 2022.

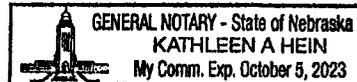

Chen Chen Wang, Tenant


Xiao Wen Gou, Tenant

STATE OF NEBRASKA)
 : ss.
COUNTY OF PLATTE)

On this 27 day of January, 2002, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Chen Chen Wang and Xiao Wen Gou, husband and wife, to me personally known to be the identical persons described in and whose names are affixed to the foregoing instrument and acknowledged the said instrument to be their voluntary act and deed.

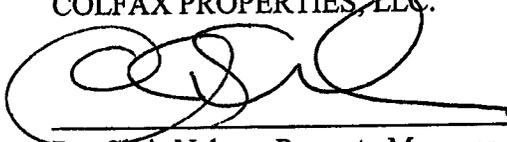

Notary Public



CONSENT TO ASSIGNMENT

COMES NOW Chris Nelson, Property Manager for Colfax Properties, LLC, and hereby consents to the assignment of the foregoing Lease by and between Colfax Properties, LLC, "Landlord", and Chen Chen Wang and Xiao Wen Gou, husband and wife, "Tenants", dated the 2nd day of December, 2021.

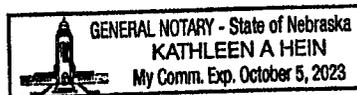
COLFAX PROPERTIES, LLC.



By: Chris Nelson, Property Manager

STATE OF NEBRASKA)
 : ss.
COUNTY OF PLATTE)

On this 27 day of January, 2022, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Chris Nelson as Property Manager of Colfax Properties, LLC, to me personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledged the said instrument to be his voluntary act and deed.


Notary Public

ASSIGNMENT OF LEASE

COME NOW Chen Chen Wang and Xiao Wen Gou, husband and wife, and for good and valuable consideration, do hereby assign all their right, title and interest in and to the commercial Lease Agreement by and between Colfax Properties, LLC, "Landlord", and Chen Chen Wang and Xiao Wen Gou, "Tenants", dated the first day of 2nd day of December, 2021, to the property located at 2610 23rd Street, Columbus, Nebraska, to Tokyo-Mount Fuji Catering, LLC.

Dated this 27 day of January, 2022.

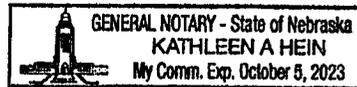
Chen Chen Wang
Chen Chen Wang, Tenant

Xiao Wen Gou
Xiao Wen Gou, Tenant

STATE OF NEBRASKA)
 : ss.
COUNTY OF PLATTE)

On this 27 day of January, 2002, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Chen Chen Wang and Xiao Wen Gou, husband and wife, to me personally known to be the identical persons described in and whose names are affixed to the foregoing instrument and acknowledged the said instrument to be their voluntary act and deed.

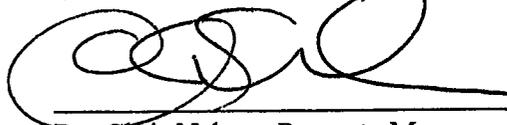
Kathleen A. Hein
Notary Public



CONSENT TO ASSIGNMENT

COMES NOW Chris Nelson, Property Manager for Colfax Properties, LLC, and hereby consents to the assignment of the foregoing Lease by and between Colfax Properties, LLC, "Landlord", and Chen Chen Wang and Xiao Wen Gou, husband and wife, "Tenants", dated the 2nd day of December, 2021.

COLFAX PROPERTIES, LLC.



By: Chris Nelson, Property Manager

STATE OF NEBRASKA)
 : ss.
COUNTY OF PLATTE)

On this 27 day of January, 2022, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Chris Nelson as Property Manager of Colfax Properties, LLC, to me personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledged the said instrument to be his voluntary act and deed.


Notary Public

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

THIS LEASE is entered into this 2d Day of December, 2021, between Colfax Properties LLC, Landlord, by C.S. Nelson Co. Real Estate, Managing Agent, and Chen Chen Wang and Ziao Wen Gou, Tenants.

PREMISES

1. Landlord leases to Tenant, 2610-23rd Street, Columbus, Platte County, Nebraska, (the "Premises"), containing approximately 1,686 square feet of building area, plus a drive-thru and parking lot on the following terms and conditions.

TERM

2. This Lease shall be for a term of Five (5) Years, and Twenty-Nine (29) Days beginning on the 3rd day of December, 2021, and ending on the 31st day of December, 2026, unless terminated earlier as provided in this Lease.

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

USE OF PREMISES

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

RENT

4. (a) Base Rent. The total Base Rent under this Lease is One Hundred Fifty Two Thousand Nine Hundred Fifty-Five and 00/100 Dollars (\$152,995.00). Tenant agrees to pay rent to Landlord at C.S. Nelson Co. Real Estate, 2055-33rd Avenue, Columbus, NE 68601-3147 or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month, as follows:

For the period from December 3, 2021 to December 31, 2022	\$2,295.00
For the period from January 1, 2022 to December 31, 2022	\$2,365.00 per month
For the period from January 1, 2023 to December 31, 2023	\$2,435.00 per month
For the period from January 1, 2024 to December 31, 2024	\$2,510.00 per month
For the period from January 1, 2025 to December 31, 2025	\$2,585.00 per month
For the period from January 1, 2026 to December 31, 2026	\$2,660.00 per month

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

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

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

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

(d) Late Charge. If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the fifth day after such payments are due, Tenant agrees to pay Landlord a late charge of \$100.00.

(e) Security Deposit. As partial consideration for the execution of this Lease, the Tenant has delivered to Landlord the sum of \$00.00 as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

SERVICES

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

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

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

TENANT'S IMPROVEMENTS

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

REPAIRS

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

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

CONDITION OF PREMISES

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

PERSONAL PROPERTY AT RISK OF TENANT

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

LANDLORD'S RESERVED RIGHTS

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

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

INSURANCE

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

INDEMNITY

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

LIABILITY INSURANCE

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

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

CONDEMNATION

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

DEFAULT OR BREACH

17. Each of the following events shall constitute a default or a breach of this Lease by Tenant:

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

EFFECT OF DEFAULT

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

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

SURRENDER-HOLDING OVER

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

SUBORDINATION AND ATTORNMENT

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

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

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

NOTICES

21. Any notice to given hereunder shall be given in writing and sent by registered or certified mail to Landlord at: **Coffax Properties LLC, c/o C.S. Nelson Co., 2055-33rd Avenue, Columbus, NE 68601-3147**, and to Tenant at: **Chen Chen Wang and Xiao Wen Gou, 408-4th Street, Columbus, NE 68601** or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

RIGHT TO TERMINATE

22. Landlord shall have the right to terminate this Lease at the end of any calendar month by giving the Tenant written notice at least six (6) months before the date of the termination of Landlord's intention to remodel, remove or demolish the Premises, or to sell, or make a ground lease of the land thereunder.

RULES AND REGULATIONS

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

NET-LEASE

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

MISCELLANEOUS

- 25. (a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.
- (b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.
- (c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.
- (d) **No Surrender.** No surrender of the Premises by Tenant shall be affected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.
- (e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.
- (f) **Brokers.** Tenant hereby warrants that no real estate broker has or will represent it in this transaction and that no finder's fees have been earned by a third party.
- (g) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

OTHER PROVISIONS

- 26. Lease terms and conditions are subject to approval by the mortgage lending institution that holds the mortgage on the property.
- 27. Tenant and tenants employees shall not, at any time, smoke inside any portion of the leased premises. Any smoking materials used outside of the leased premises shall not be discarded in the parking lot or any grassed areas of the shopping center grounds.
- 28. Tenant's insurance policy must list **Colfax Properties LLC and C.S. Nelson Co. Real Estate, 2055-33rd Avenue, Columbus, NE 68601** as Named Additional Insureds. Evidence of said insurance policy shall be provided to Landlord's Managing Agent prior to taking possession and occupancy.
- 29. Landlord shall replace damaged siding on East wall of Building.
- 30. Landlord shall repair or replace lighting under South side canopy.

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

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

Witness

Witness

Witness

Witness

Colfax Properties LLC
Landlord: Colfax Properties LLC
By Chris S. Nelson, Property Manager

By _____

Tenants: Chen Chen Wang and Xiao Wen Gou
By Chen Chen Wang
Chen Chen Wang
By Xiao Wen Gou
Xiao Wen Gou

PERSONAL GUARANTEE

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

Dated this 2 day of Dec, 2021.
By: Chen Chen Wang
Name: Chen Chen Wang
Street Address: 408 4th St
City, State, Zip: Columbus NE 68601
Phone: 402-681-7393
E-mail: chenchenwang1004@gmail.com

By: Xiao Wen Gou
Name: Xiao Wen Gou
Street Address: 408 4th St
City, State, Zip: Columbus NE 68601
Phone: 402-860-3948
E-Mail: sarahgxw1979@gmail.com



7.A.1. Application of Tokyo Japanese Cuisine for Chen Chen Wang as manager in conjunction with liquor license.



COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL

CITY OF COLUMBUS

FROM: CHARLES L. SHERER, CHIEF OF POLICE

A handwritten signature in blue ink, appearing to be "CS", located to the right of the name Charles L. Sherer.

DATE: FEBRUARY 8th, 2022

SUBJECT: TOKYO JAPANESE CUISINE

LIQUOR LICENSE APPLICATION

2610 23rd STREET

COLUMBUS, NEBRASKA

OWNER/MANAGER: CHEN CHEN WANG

XIAO WEN GOU

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

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

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

The Columbus Police Department has no recommendation.

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

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

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

The area is zoned for business.

- E. Sanitation or sanitary conditions on or about the proposed licensed premises:
Sanitation or sanitary conditions are in order.
- F. The existence of a citizen's protest or opposition to the application:
There is no known citizen protest or opposition to the application.
- G. The existing population and projected growth within the jurisdiction of the local governing body and within the area to be served:
There is normal projected population growth within the jurisdiction of the local governing body and within the area to be served.
- H. The existing liquor licenses, the class of each such license, and the distance and times of travel between establishments issued such licenses:
The existing liquor licenses in the area include; Supermercado 3 Hermanos (Class C Liquor License) located across the street to the south, Pizza Hut (Class A Liquor License) located one block east, Casey's General Store (Class D Liquor License) located two blocks west.
- I. Whether the proposed license would be compatible with the neighborhood or community where the proposed premises are located:
The proposed license is compatible with this area.
- J. Whether the type of business or activity proposed to be operated or presently operated in conjunction with the proposed license is and will be consistent with the public interest as declared in section 53-101.01:
The type of business and activity proposed will be consistent with public intent.
- K. Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with section 53-102:
There is no evidence shown that the applicant will not ensure that all alcoholic beverages will be handled by persons in accordance with section 53-102.
- L. Whether the applicant has taken every reasonable precaution to protect against the possibility of shoplifting of alcoholic liquor, which alcoholic liquor shall be displayed and kept in and sold from an area which is reasonably secured:

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

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

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

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

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

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

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

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

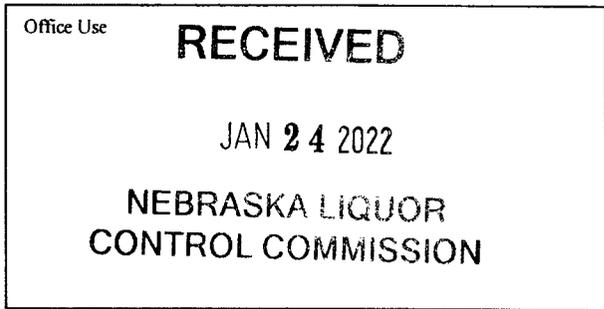
Activities will not create unreasonable noise.

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

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

**MANAGER APPLICATION
INSERT - FORM 3c**

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



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

MANAGER MUST:

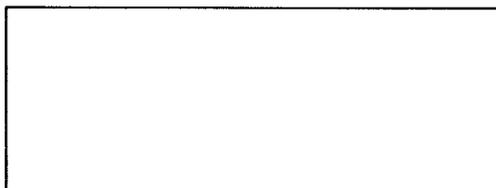
- ✓ Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- ✓ Fingerprints are required. See form 147 for further information, read form carefully to avoid delays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

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

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

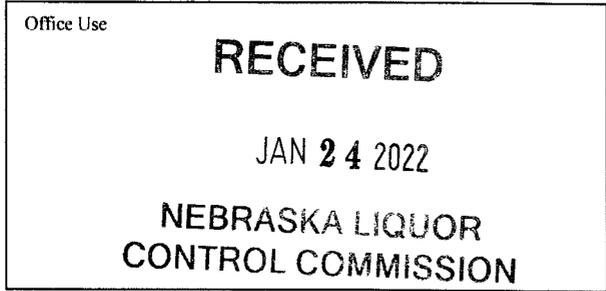
Spouse who **will** participate in the business, the **spouse must:**

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



**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: Tokyo-Mount Fuji Catering, LLC

Premise information

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

Premise Trade Name/DBA: Tokyo Japanese Cuisine

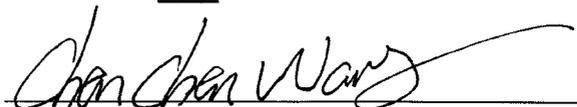
Premise Street Address: 2610 23rd Street

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402-681-7393

Premise Email address: chenchenwang1004@gmail.com

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



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

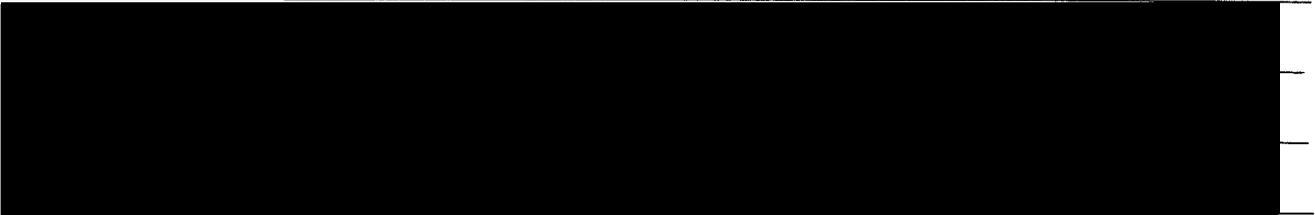
Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Wang First Name: Chen Chen MI: _____

Home Address: 408 4th Street

City: Columbus County: Platte Zip Code: 68601

Home Phone Number: 402-681-7393



Email address: chenchenwang1004@gmail.com

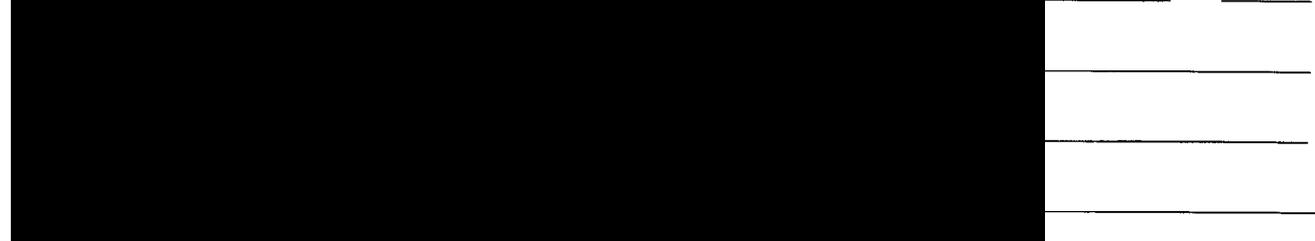
Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES

NO

Spouse's information

Spouses Last Name: Wen Gou First Name: Xiao MI: _____



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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Columbus, NE	2008	2021	Columbus, NE	2008	2021

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2008	2021	Hy-Vee	Darin Kriech	402-563-4524

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: 01/16/2022 Name on Certificate: Chen Chen Wang

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Chen Chen Wang	01/2022	Hospitalityexam.com-Nebraska Alcohol Server/Seller Certification
Xiao Wen Gou	01/2022	Hospitalityexam.com-Nebraska Alcohol Server/Seller Certification

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Chen Chen Wang/Chef-Server	2008-2021	Hy-Vee Columbus, NE.

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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

Chen Chen Wang
Signature of Manager Applicant

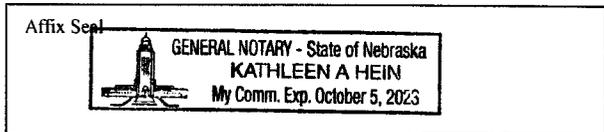
Xiao Wen Gou
Signature of Spouse

ACKNOWLEDGEMENT

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

Jan. 24, 2022 date by Chen Chen Wang; Xiao Wen Gou
NAME OF PERSON BEING ACKNOWLEDGED

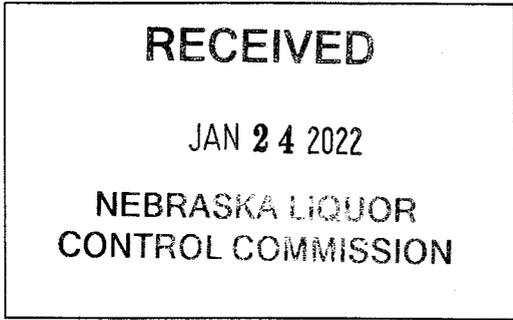
Kathleen A. Hein
Notary Public signature



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

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

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



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

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

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

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

Trade Name Tokyo Japanese Cuisine

Name of Person Being Fingerprinted: Chen Chen Wang

Date fingerprints were taken: 01-11-2022

Location where fingerprints were taken: Platte County Detention Facility

How was payment made to NSP?

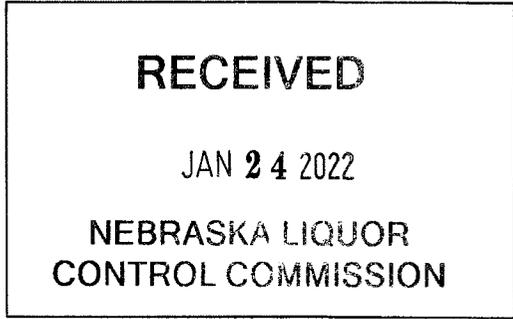
NSP PAYPORT CASH CHECK SENT TO NSP CK #

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

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

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



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

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

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

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

Trade Name Tokyo Japanese Cuisine

Name of Person Being Fingerprinted: Xiao Wen Gou

Date fingerprints were taken: 01-11-2022

Location where fingerprints were taken: Platte County Detention Facility

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

Xiao Wen Gou

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

PAYPORT

NEBRASKA.GOV

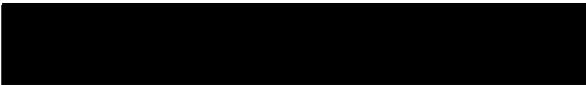
PURCHASE RECEIPT

Nebraska State Patrol - Criminal Identification Division

4600 Innovation Drive
Lincoln NE 68521
(402)479-4971
nsp.criminalident@nebraska.gov
OTC Local Ref ID: 66846302
1/19/2022 09:16 AM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**
Customer Name: Clark J. Grant
Type: Visa
Credit Card Number: **** * 9614

Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	68017420	\$45.25
Applicant Name: Chen Chen Wang			
			
Liquor License	1	68017420	\$45.25
Applicant Name: Xiao Wen Gou			
			
Total remitted to the Nebraska State Patrol - Criminal Identification Division			\$90.50
Total Amount Charged			\$92.75



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

Chen Chen Wang

Political Party
Nonpartisan

Precinct
1A

Election Details

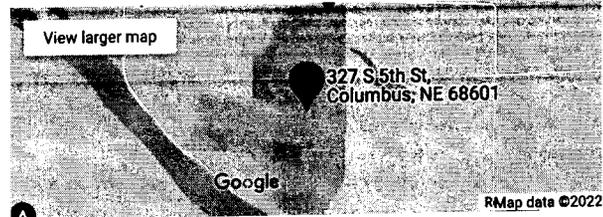
05/10/2022 2022 Primary Election

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

Polling Location

Quail Run Club House

327 S. 5th St. Columbus, NE 68601
Using Room: Quail Nest



Early Voting Sites

Platte County Election Commissioner's Office

2610 14th St. Columbus, NE 68601

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7.B. Public hearing - Application of 23rd West, LLC dba Bo's West Sports Bar for Retail Class "C" liquor license at 3720 23 Street.

**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 22, 2022, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a retail liquor license for 23rd West, LLC dba Bo's West Sports Bar, 3720 23 Street, Columbus, Nebraska, and at said time and place you may appear and be heard.

City of Columbus, Nebraska
BY: Janelle Kline
City Clerk

Publish 02:10:22
Two Affidavits of Publication

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: February 3, 2022

DUE DATE: February 22, 2022

Applicant 23rd West, LLC dba Bo's West Sports Bar
Address 3720 23 Street, Columbus, NE 68601
Legal Description West 130 feet of Lot 3, Block A, Randall 3rd Addition

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

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

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

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

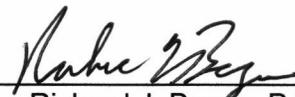
General Neighborhood/Area Land Uses: Commercial

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

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

Speed Limit: 35 mph

Average Daily Traffic Count: 14,035 (2016 ADT)



Richard J. Bogus, P.E.
City Engineer



COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS

FROM: CHARLES L. SHERER, CHIEF OF POLICE

DATE: FEBRUARY 3rd, 2022

SUBJECT: 23rd WEST LLC
DBA: BO's WEST SPORTS BAR
LIQUOR LICENSE APPLICATION
3720 23rd STREET
COLUMBUS, NEBRASKA

OWNER/MANAGER: TIFFANY K. NELSON-CECH

- A. The adequacy of existing law enforcement resources and services in the area:
There are adequate law enforcement resources and services in the area.
- B. The recommendation of the police department or any other law enforcement agency:
The Columbus Police Department has no recommendation.
- C. Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises, potential traffic and parking problems, and the proximity and availability of on-street and off-street parking:
There is heavy motor vehicle and some pedestrian traffic at this location. There seems to be no traffic or parking problems. There is adequate parking available and additional property has been purchased to increase parking.

- D. Zoning restrictions and the local governing body's zoning and land-use policies:
The area is zoned for business.
- E. Sanitation or sanitary conditions on or about the proposed licensed premises:
Sanitation or sanitary conditions are in order.
- F. The existence of a citizen's protest or opposition to the application:
There is no known citizen protest or opposition to the application.
- G. The existing population and projected growth within the jurisdiction of the local governing body and within the area to be served:
There is normal projected population growth within the jurisdiction of the local governing body and within the area to be served.
- H. The existing liquor licenses, the class of each such license, and the distance and times of travel between establishments issued such licenses:
The existing liquor licenses in the area include two to the east, Super Saver (Class C Liquor License) and Fast Mart (Class D Liquor License). Both businesses are located approximately 4 blocks east or about a 5 minute walk.
- I. Whether the proposed license would be compatible with the neighborhood or community where the proposed premises are located:
The proposed license is compatible with this area.
- J. Whether the type of business or activity proposed to be operated or presently operated in conjunction with the proposed license is and will be consistent with the public interest as declared in section 53-101.01:
The type of business and activity proposed will be consistent with public intent.
- K. Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with section 53-102:

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

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

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

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

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

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

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

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

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

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

Activities will not create unreasonable noise.

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

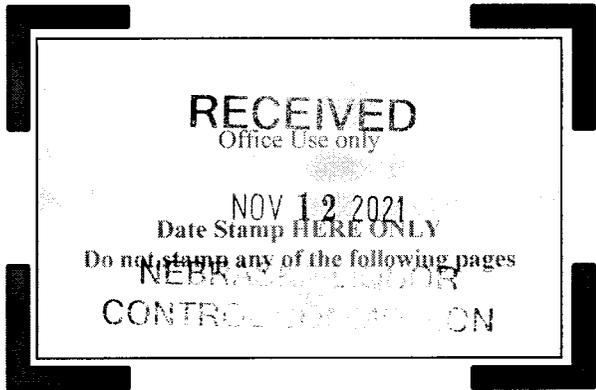
There is no evidence to show that the applicant has forfeited bond to appear in court for violating any liquor law or ordinance relating to alcoholic liquor.

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: C

License Number:
124632



Office Use Only

NEW / REPLACING 002314 TOP Yes / No

Hot List Yes No Initial: BH

PLEASE READ CAREFULLY

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

APPLICANT NAME 23rd West LLC

TRADE (DBA) NAME Bo's West Sports Bar

PREVIOUS TRADE (DBA) NAME Bo's West Sports Bar

CONTACT PHONE NUMBER 402-270-9655

CONTACT EMAIL ADDRESS Tiffboswest@gmail.com

Lease

Office use only	
PAYMENT TYPE <u>CK 99</u>	 2100013549
AMOUNT <u>\$400 -</u> RCPT	
RECEIVED: <u>11/12/21</u> <u>BR</u>	
DATE DEPOSITED <u>11/12/2021</u>	

FORM 100
REV 8/4/21



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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

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

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

Name Heather Kucera-Accountant Phone Number 402-564-5827

Firm Name Cruise & Associates

Email address heatherk@cruise-associates.com

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

Trade Name (doing business as) Bo's West Sports Bar

Street Address 3720 23rd Street

City Columbus County Platte Zip Code 68601

Premises Telephone number 402-564-7734

Business e-mail address Tiffboswest@gmail.com

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

~~Check if same as premises~~

Check if same as premises

Name Bo's West Sports Bar

Street Address 3720 23rd Street

City Columbus State NE Zip Code 68601

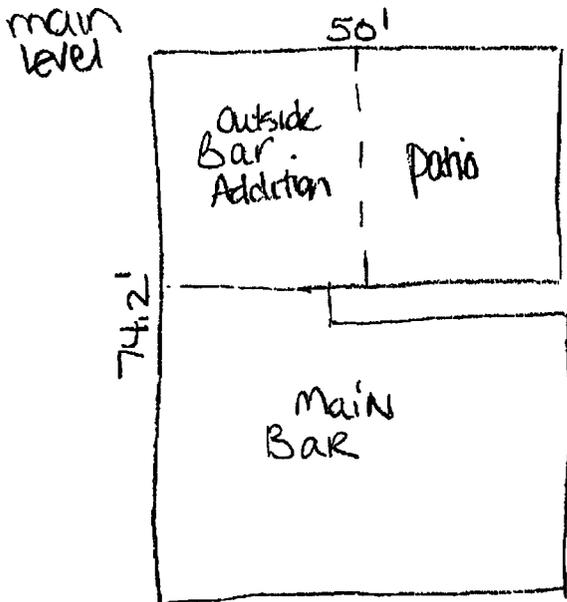
IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH AND THE NUMBER OF FLOORS OF THE BUILDING.

Building length 38 x width 53 in feet

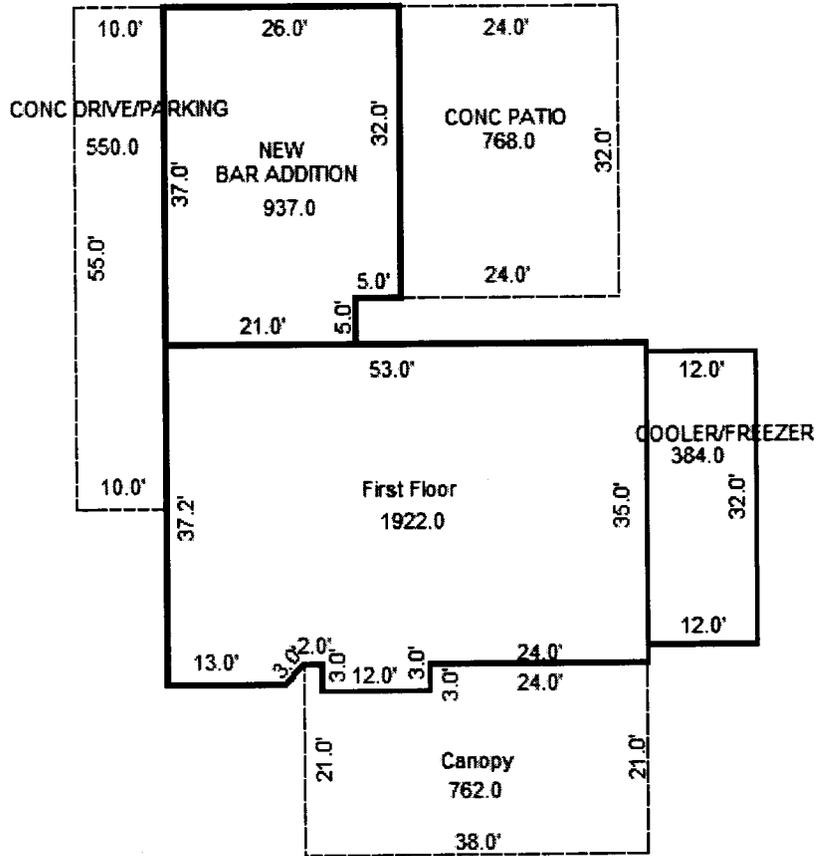
Is there a basement? Yes No If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes No If yes, length 50 x width 37 in feet

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



Basement -
not serving alcohol there



Sketch by Apex IV™

Hiland, Brenda

From: Heather Kucera <heatherk@cruise-associates.com>
Sent: Friday, November 19, 2021 4:15 PM
To: Hiland, Brenda; tiffboswest@gmail.com
Subject: Re: Bo's West Sports Bar

Indoor area is 37.2' by 53' and the outdoor area is 50' by 37'

Get [Outlook for iOS](#)

From: Hiland, Brenda <brenda.hiland@nebraska.gov>
Sent: Friday, November 19, 2021 1:52:16 PM
To: Heather Kucera <heatherk@cruise-associates.com>; tiffboswest@gmail.com <tiffboswest@gmail.com>
Subject: Bo's West Sports Bar

Please –

What is the length x width of the indoor area?

What is the length x width of the outdoor area?

Brenda Hiland

Licensing Division
Nebraska Liquor Control Commission
(402) 471-2735
(402) 471-2814 fax
web: <http://www.lcc.nebraska.gov>

APPLICANT INFORMATION

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

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

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

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Tiffany Kathlyn Nelson Cech				

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

 YES NO

If yes, provide business name and license number Bo's West Sports Bar 082314

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

 YES NO

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

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

 YES NO

If yes

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

- a) Submit a copy of the business purchase agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

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

_____ YES _____ NO

If yes, list the lender(s) _____

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

_____ YES _____ NO

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

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

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

_____ YES _____ NO

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

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

_____ YES _____ NO

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

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

_____ YES _____ NO

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

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

Pinnacle - Tiffany

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

N/A

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

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

NLCC certified training program completed

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

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Tiffany Nelson Cash	1999	Little Bo's
"	2008	Bo's West

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

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

Lease expiration date _____
 Deed _____
 Purchase Agreement _____

14. When do you intend to open for business? 11/15/21

15. What will be the main nature of business? Bar, Liquor store

16. What are the anticipated hours of operation? 6am - 1am

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Columbus, NE	2007	2021	Columbus, NE	2011	2021

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION

**SIGNATURE PAGE –
PLEASE READ CAREFULLY**

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

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

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

**Must be signed in the presence of a notary public by applicant(s) and spouse(s).
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

Tiffany Nelson-Cech
Signature of **APPLICANT**
(Do not sign until in the presence of the Notary Public)

Signature of **SPOUSE**
(Do not sign until in the presence of the Notary Public)

Tiffany Nelson-Cech
Printed Name of **APPLICANT**

Printed Name of **SPOUSE**

State of Nebraska, County of PLatte

State of Nebraska, County of _____

The foregoing instrument was acknowledged before me this
29th of September 2021
(Date)

The foregoing instrument was acknowledged before me this

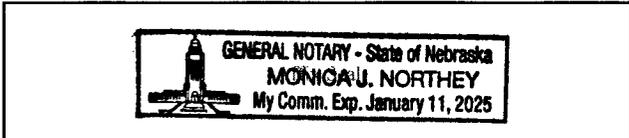
(Date)

By Tiffany Nelson-Cech
Name of person(s) signing document in front of Notary

By _____
Name of person(s) signing document in front of Notary

Monica J. Northey
Notary Public Signature

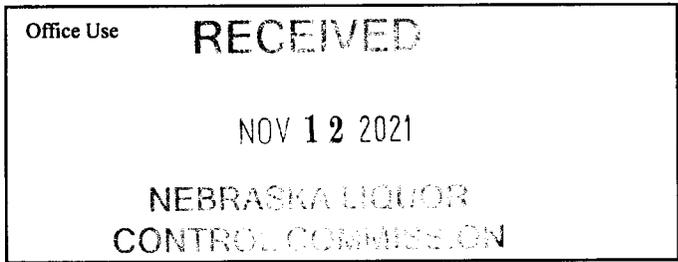
Notary Public Signature



Affix Seal

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

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



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

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

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

Name of Registered Agent: Tiffany Nelson Cech

Name of Limited Liability Company that will hold license as listed on the Articles of Organization
23rd West LLC

LLC Address: 3720 23rd St

City: Columbus State: NE Zip Code: 68601

LLC Phone Number: 402-564-7734 LLC Fax Number _____

Name of Managing/Contact Member

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

Last Name: Nelson-Cech First Name: Tiffany MI: _____

Home Address: 2772 40th Ave City: Columbus

State: NE Zip Code: 68601 Home Phone Number: 402-270-9655

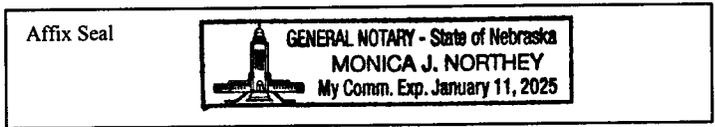
Tiffany Nelson-Cech
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Platte
29th of September 2021
Date

The foregoing instrument was acknowledged before me this
by Tiffany Nelson-Cech
name of person acknowledged

Monica J. Northey



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

Last Name: Nelson-Cech First Name: Tiffany MI: _____

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

Percentage of member ownership 100%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation 23rd West LLC
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

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

Starting Date: Jan Ending Date: December

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

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

Nebraska Secretary of State

23RD WEST, LLC

Mon Nov 15 12:25:18 2021

SOS Account Number

2107238281

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

TIFFANY NELSON-CECH

3720 23RD STREET

COLUMBUS, NE 68601

Designated Office Address

3720 23RD STREET

COLUMBUS, NE 68601

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Jul 02 2021

Next Report Due Date

Jan 01 2023

Filed Documents

Filed documents for 23RD WEST, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Jul 02 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use
RECEIVED
NOV 12 2021
NEBRASKA LIQUOR CONTROL COMMISSION

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

MANAGER MUST:

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

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

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

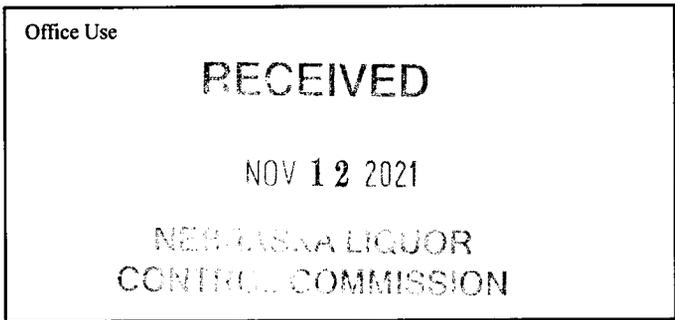
Spouse who **will** participate in the business, the **spouse must:**

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

BARCODE

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: 23rd West LLC

Premise information

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

Premise Trade Name/DBA: Bo's West

Premise Street Address: 3720 23rd St

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402-564-7734

Premise Email address: Tiffboswest@gmail.com

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

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Nelson Cech First Name: Tiffany MI: K
Home Address: 2772 40th Ave
City: Columbus County: Platte Zip Code: 68001
Home Phone Number: 402-270-9655



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

YES NO

Spouse's information

Spouses Last Name: Cech First Name: Todd MI: _____



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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Columbus, NE	2007	2021	Columbus	2011	2021

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1999	2008	Little Bo's	Rod Baker	402-606-9378
2008	current	Bo's West	Rod Baker	402-606-9378

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

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

YES NO

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

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

YES NO

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

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

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

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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



Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

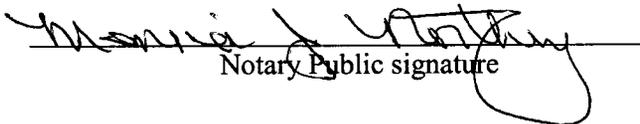
State of Nebraska

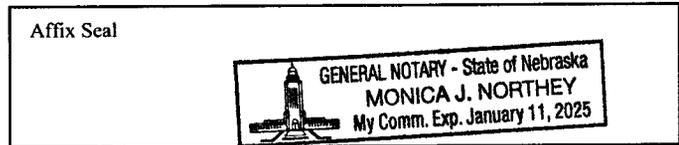
County of Platte

The foregoing instrument was acknowledged before me this

29th of September 2021
date

by Tiffany Nelson-Cech
NAME OF PERSON BEING ACKNOWLEDGED

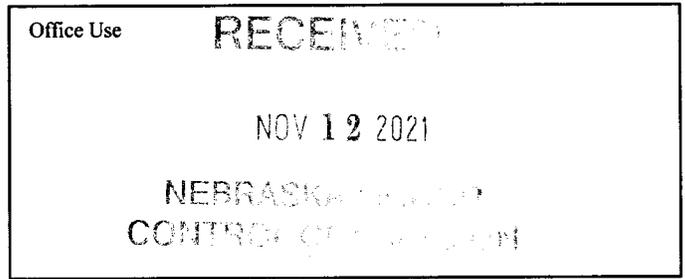

Notary Public signature



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

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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



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

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

Todd Ceck
Signature of **NON-PARTICIPATING SPOUSE**
Todd Ceck
Print Name

Tiffany Nelson-Ceck
Signature of **APPLICANT**
Tiffany Nelson-Ceck
Print Name

State of Nebraska, County of Platte

State of Nebraska, County of Platte

The foregoing instrument was acknowledged before me
this 29th of September 2021 (date)

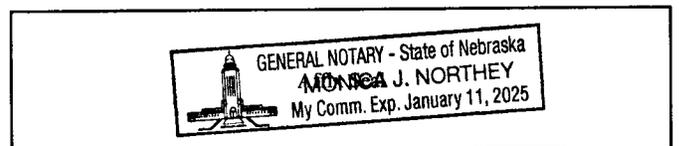
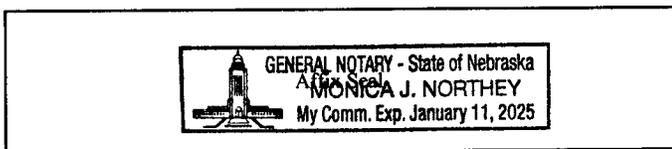
The foregoing instrument was acknowledged before me
this 29th of September 2021 (date)

by Todd Ceck
Name of person acknowledged
(Individual signing document)

by Tiffany Nelson-Ceck
Name of person acknowledged
(Individual signing document)

Monica J. Northey
Notary Public Signature

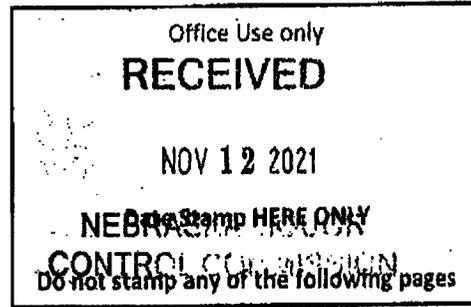
Monica J. Northey
Notary Public Signature



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

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

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



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

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

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

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

Trade Name Bos West Sports Bar

Name of Person Being Fingerprinted: Tiffany Kathryn Nelson-Cech

Date fingerprints were taken: August 3, 2021

Location where fingerprints were taken: Columbus Police Dept

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

Tiffany Kathryn Nelson-Cech
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



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

Tiffany Kathlyn Nelson-Cech

Political Party
Republican

Precinct
3C

Election Details

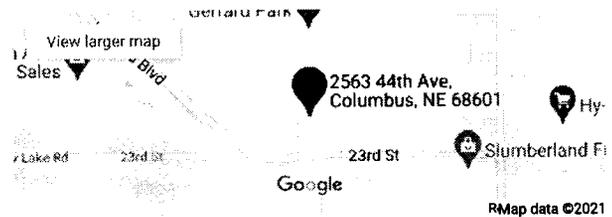
11/03/2020 2020 General Election

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

Polling Location

ESU7/CPS Student Serv. Bldg.

📍 2563 44th Ave. Columbus, NE 68601
Using North Building "Oak Maple Room"



Early Voting Sites

Platte County Election Commissioner's Office

📍
[2610 14th St. Columbus, NE 68601](#)

Ballot Styles

11.01

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23rd West LLC

Business Plan

Tiffany Nelson-Cech

(Owner/Manager)

402-564-7734

Tiffboswest@gmail.com

October 2021 // Confidential Information

Business Overview

23rd West LLC is located at 3720 23rd Street, will be a community and quality focused sports bar/grill based out of Columbus, NE. 23rd West LLC will strive to offer customers a unique food and beverage buying experience along with the widest variety of product offerings available anywhere in the area. The company will foster a friendly, warm and consultative family environment while keeping both prices checkout time low.

Products and Services

23rd West LLC's product offerings will include as an inhouse sports bar/grill with a full menu. The company will provide customers unprecedented access to both luxury and mainstream brands as well as exceptional food at fair and affordable prices.

Management Team

23rd West LLC will be led by Tiffany Nelson-Cech who has been in the sports bar/grill business for 20+ years. Tiffany has been working as the manager of the sports bar/grill for the former owners for 13 years. Prior to that, she has managed several other business in the food and beverage industry. As such, Tiffany has an in-depth knowledge of the liquor business including the operations side (e.g., running day-to-day operations) and the business management side (e.g., staffing, marketing, etc.). Tiffany does not plan to make any changes to the current operations at 23rd West LLC.

Success Factors

23rd West LLC is uniquely qualified to succeed for the following reasons:

- **Our location is in a high-volume area with little direct traffic, and will thus be highly convenient to significant numbers of passersby each day.**
- **The management team has a track record of success in the liquor and sports bar business.**
- **The liquor store business is a proven business and has succeeded in communities throughout the United States.**

Operations

23rd West LLC's operating hours will be:

Liquor Store – 8 am – 1 am Daily

Sports Bar – 8 am-1 am Daily

Grill –

Monday – 4 pm-10 pm

Tuesday – Thursday 11 am – 10 pm

Friday – Saturday 11 am – 11 pm

Sunday – 11 am – 10 pm

COMMERCIAL LEASE AGREEMENT
(Triple Net)

This Lease is made and entered into on February 1, 2022, by and between T6 Ventures, LLC, a Nebraska limited liability company, owner, hereinafter "Lessor," and 23rd West, LLC, a Nebraska limited liability company, hereinafter "Lessee" (whether one or more)

1. Description. In consideration of the rents, covenants and agreements of Lessee hereinafter set forth and in consideration of each and every act to be done by the parties hereto, Lessor does by these presents let, lease and rent to Lessee the building premises located at 3720 23 Street, Columbus, Nebraska, more particularly described as:

The West 130 feet of Lot 3, Block A, Randall 3rd Addition, to the City of Columbus, Platte County, Nebraska,

together with any easements, rights, improvements and appurtenances thereto.

2. Term. This lease shall be for a term of twenty (20) years, commencing on February 1, 2022 and ending on January 31, 2042. Lessee shall be allowed to holdover for consecutive one year terms under the same conditions of this agreement.

3. Rent. As rent for the demised premises, Lessee shall pay to Lessor the sum of \$4,200 per month payable in advance on the first day of each and every month during the term of this Lease, until the said lease sum shall have been paid in full.

4. Lessee shall:

a. Continuously use and occupy the premises for a commercial construction and manufacturing and for no other purpose unless Lessor otherwise consents in writing;

b. Promptly comply with all laws, ordinances and regulations promulgated by duly constituted governmental authority affecting the cleanliness, safety, use and occupation of the premises and pay all costs involved in such compliance; and

c. Keep the premises under Lessee's control and the sidewalks adjacent thereto clean and free from ice, snow, dirt and rubbish at all times.

5. Utilities. Lessee agrees to pay all charges for utilities serving the premises including water, gas, electricity, telephone and sewer use fees.

6. Repairs.

a. Lessor shall keep the foundations, structural columns and beams, exterior walls, glass, except as set forth in subparagraph b below, and roof of the building on the premises and the sidewalks adjacent thereto in good repair and, if necessary or required by proper governmental authority, make modifications or replacements thereof, except that Lessor shall not be required to make or pay for any such repairs, modifications or replacements which become necessary or desirable by reason of the acts or omissions of Lessee, Lessee's officers, agents, servants or employees.

b. Except as provided in subparagraph a above, Lessee agrees at Lessee's expense at all times to keep the premises and appurtenances thereto in good order, condition and repair, clean, sanitary and safe, including the replacement of equipment, fixtures and, in addition thereof, all glass broken in connection with Lessee's use of the premises. All repairs of \$250 or more must have the consent of the Lessor.

7. Taxes. Lessee shall pay all real estate taxes and assessments of every nature, kind and description levied and assessed against the premises and the building of which they are a part.

8. Alterations. Lessee shall not make any alterations, additions, improvements or changes affecting the building or the premises without in each instance obtaining the prior written consent therefor from Lessor, and if such consent is obtained, Lessee shall furnish indemnification against liens, costs, damages and expenses as may be required by Lessor. All alterations, additions and improvements (other than trade fixtures) which may be made or installed upon the premises shall remain upon and be surrendered with them as a part thereof at the termination of this Lease.

9. Insurance.

a. Lessee agrees to procure and maintain continuously during the term of this Lease and any extension thereof public liability insurance in a company acceptable to Lessor, at Lessee's cost, insuring Lessor and Lessee against all claims, demands or actions for injuries to or death of any one person in an amount of not less than \$1,000,000 for injury to or death. Lessor shall be listed as an additional named insured on all insurance policies.

b. Notwithstanding any other or inconsistent provisions contained in this Lease, Lessor shall not be liable to Lessee or to Lessee's insurance carriers, or anyone claiming through or under the Lessee, for any loss covered by insurance carried by Lessee and Lessee shall not be liable to Lessor, or any of Lessor's insurance carriers or anyone claiming under or through Lessor for any loss covered by insurance carried by Lessor. Each party shall cause proper endorsements to be placed upon their respective insurance policies to give effect to these provisions.

10. Risk of Loss. All personal property on the premises shall be at the risk of Lessee. Lessor shall not be liable for any damages to said personal property, to Lessee or to any other person caused by water, steam, sewerage, gas or odors or by any negligent act of tenants, occupants or any other person or caused in any manner whatsoever except loss caused by Lessor's negligence or breach of this Lease.

11. Indemnification. Lessee covenants to indemnify and hold Lessor harmless from all claims, demands or actions for injury to or death of any person or loss of or damage to property in or about the premises and adjacent parking and sidewalks, including the person and property of Lessee, Lessee's employees, agents, invitees, licensees or others, caused or asserted by reason of the breach or violation of any of the agreements, covenants or other provisions of this Lease by Lessee, such indemnity to include the cost, expenses and attorney fees reasonably incurred by Lessor. Nothing in this paragraph shall inure to the benefit of a third party.

12. Fire/Casualty. If the premises shall be damaged or partially destroyed by fire or other casualty to the extent of less than 50% of the insurable value thereof during the term of this Lease or any extension thereof, Lessor shall rebuild, restore and repair the premises with all reasonable diligence and in such event, if the damage or destruction be without fault or neglect of Lessee, the rents stipulated in the Lease or a fair and just proportion thereof shall be abated during the period of reconstruction.

If, however, the premises shall be substantially destroyed by fire or other casualty to the extent of 50% or more of the insurable value thereof, then, in that event, Lessor may elect either to repair or rebuild the premises or to terminate this Lease. Either of such elections shall be made by giving written notice to such effect by Lessor to Lessee within 10 days after the event causing damage. If Lessor does so elect to repair or rebuild and if the damage or destruction be without fault or neglect of Lessee, the rents stipulated in the Lease or a fair and just proportion thereof shall be abated during the period of reconstruction.

13. Default. If Lessee shall fail to pay when due any installment of rent or fail to perform or observe any of Lessee's covenants, agreements or obligations hereunder, this Lease may be forfeited and thereby become null and void at the option of Lessor and Lessor may immediately, or at any time thereafter, re-enter the premises, repossess the same, remove therefrom all goods and chattels of Lessee and dispossess the Lessee and anyone claiming by or under them. Provided, however, that the monthly installment of rent shall not be deemed to be in default until 10 days after written notice of default has been given to Lessee and that no default shall be declared for the failure to perform or observe any of the other covenants, agreements or obligations of Lessee until Lessee is given written notice of such breach and shall fail to perform the agreement called for or remove the default within 30 days after such notice by Lessor. Such notice shall be deemed given upon personal delivery or upon mailing to Lessee.

If Lessor shall elect to declare forfeiture under this paragraph, Lessor shall be entitled to receive from Lessee the difference in rental, if any, between the rent received hereunder for the unexpired portion of the term and any lesser amount which Lessor, in the exercise of reasonable diligence, is able to procure for the unexpired term of this Lease, each monthly difference being a separate cause of action which may or may not be accumulated and joined in one action at Lessor's option.

14. Surrender of Premises. Lessee, upon termination of this Lease, either by lapse of time or otherwise, agrees to peaceably surrender to Lessor the premises, broom-clean and in good condition and repair except for ordinary wear and tear or damage by fire or other casualty commonly covered by extended coverage insurance. Lessee agrees at Lessor's request to remove Lessee's trade fixtures upon such termination and to repair all damage to the premises caused by such removal.

If Lessee remains in possession after the termination of this Lease without a new Lease reduced to writing and duly executed, Lessee shall be deemed to be a trespasser. If Lessee shall have paid, and Lessor shall have accepted, rent in respect to such holding over, Lessee shall be deemed to be occupying the premises only as a tenant from month to month subject to all the covenants, agreements or obligations of this Lease.

15. Subordination. This Lease and all rights of Lessee under this Lease shall be subject and subordinate to the lien of any and all mortgages that may now or in the future affect the demised premises, or any part of the demised premises, and to any and all renewals, modifications, or extensions of any such mortgages. Lessee shall on demand execute, acknowledge, and deliver to Lessor, without expense to Lessor, any and all instruments that may be necessary or proper to subordinate this Lease and all rights in this Lease to the lien of any such mortgage or mortgages. If Lessee shall fail at any time to execute, acknowledge, and deliver any such subordination instrument, Lessor, in addition to any other remedies available in consequence of such failure, may execute, acknowledge, and deliver the subordination instrument as Lessee's attorney-in-fact and in Lessee's name. Lessee irrevocably makes, constitutes, and appoints Lessor, its successors and assigns, its attorney-in-fact for that purpose.

16. Notices. All notices required to be made by the terms of this Lease on Lessor shall be made by delivering the same to Lessor at 3720 23rd Street, Columbus, Nebraska, and all notices required to be made on Lessee shall be made on Lessee at Lessee's place of business at the premises.

17. Assignment. Lessee shall not assign this Lease or sublet any part of the premises without the previous written consent of Lessor; provided, that any such assignment or sublease shall not materially increase the first and extended coverage insurance rates; and provided further, that any assignee shall be, in the judgment of the Lessor, able to carry out this Lease and willing and able to keep the premises in repair. No assignment shall release Lessee from any of Lessee's obligations under this Lease or be construed or taken as a waiver of any of Lessor's rights or remedies hereunder. Consent by Lessor to one or more assignments or to one or more sublettings shall not operate as a waiver of Lessor's rights under this paragraph to any subsequent assignment or sublease.

18. Binding Effect. All agreements, covenants and obligations in this Lease contained shall be binding upon and inure to the benefit of the successors and assigns of the parties.

19. Amendment. This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

20. Strict Performance. The failure of Lessor to insist upon strict performance by Lessee of any of the covenants, agreements or obligations of this Lease shall not be deemed a waiver of any of Lessor's rights and remedies and shall not be deemed a waiver of any subsequent breach or default by Lessee of any of the covenants, agreements or obligations of this Lease.

21. No Surrender. No surrender of the premises shall be affected by Lessor's acceptance of the keys or of the rent or any other means whatsoever without Lessor's written acknowledgment of such acceptance as a surrender.

In witness whereof, the parties hereto have executed this Lease the day and year first above written.

LESSOR:

T6 Ventures, LLC, a Nebraska
limited liability company

LESSEE:

23rd West, LLC, a Nebraska limited
liability company

By: _____
Tiffany Nelson-Cech, Member

By: _____
Tiffany Nelson-Cech, Member

CERTIFICATE OF ORGANIZATION

of
23RD WEST, LLC

Article I - Name

The name of this limited liability company is 23RD WEST, LLC (the "Company").

Article II - Duration

The period of duration of the Company is perpetual.

Article III - Designated Office

The Company's street and mailing address of the initial designated office is:

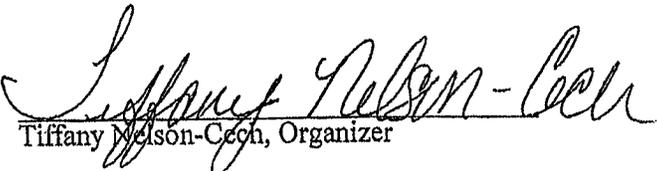
3720 23rd Street
Columbus, NE 68601

Article IV - Agent for Service of Process

The name and street and mailing address of the initial agent for service of process of the Company is:

Tiffany Nelson-Cech
3720 23rd Street
Columbus, NE 68601

Dated this 1st day of July, 2021.


Tiffany Nelson-Cech, Organizer

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

23RD WEST, LLC

was duly formed under the laws of Nebraska on July 2, 2021;

**all fees, taxes, and penalties due under the Nebraska Uniform Limited
Liability Company Act or other law to the Secretary of State have been paid;**

**the Company's most recent biennial report required by section 21-125 has
been filed by the Secretary of State;**

the Secretary of State has not administratively dissolved the company;

**the Company has not delivered to the Secretary of State for filing a Statement
of Dissolution;**

a Statement of Termination has not been filed by the Secretary of State.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

November 1, 2021



A handwritten signature in black ink, appearing to read "Robert B. Evnen".

Secretary of State

Hiland, Brenda

From: Hiland, Brenda
Sent: Monday, November 22, 2021 1:52 PM
To: tiffboswest@gmail.com; heatherk@cruise-associates.com
Subject: RE: Bo's West Sports Bar, C-124632
Attachments: TOP Bo's West Sports Bar, C-124632.pdf

Importance: High

***PLEASE PROVIDE THE REQUIREMENT MISSING INFORMATION TO YOUR APPLICATION ASAP**

1. **Form 100 #10 - List the primary bank and/or financial institution to be utilized by the business – Who is authorized to write checks and/or withdrawals on accounts?**
2. **The property was purchased by T6 Ventures LLC and must lease the property to 23rd West LLC.**
3. **Confirm payment was made to NSP of \$45.25 for the background check – Form 147 indicates you paid in cash. Cash is only accepted at the Lincoln CID location for the background check.**

Dear Applicant:

The Nebraska Liquor Control Commission (NLCC) has forwarded a copy of your liquor application to the local governing body listed on the application. They shall hold a public hearing within 45 days after receipt of receiving the documentation for the purpose of making a recommendation for or against the issuance of your license. The local governing body must then return a recommendation back into the NLCC office. The Commission urges you to attend any hearing before your local governing body. **This entire application process may require approximately 60+ days.**

According to the statutes, no license shall be issued by the Commission until the expiration of the time allowed (10 days after receipt of the local recommendation at the NLCC office) for receipt of any objection requiring a hearing, such as citizen protests.

Also, prior to the issuance of this license all requirements must be met with the Nebraska State Fire Marshal, Nebraska Department of Agriculture – Food Safety & Consumer Protection and Nebraska State Patrol. Any building or remodeling on the proposed premises prior to receiving a license is done at your own risk. Please contact your local inspector to schedule your inspections. Click on this link for the contact information in your area - [Contact List](#)

Issued licenses are mailed to your local clerk for you to pick up and pay all appropriate fees. A liquor license is effective:

1. Upon payment of the license fees
2. Physical possession of the license
3. Effective date on the license

Upon your request a Temporary Operating Permit (TOP) has been issued effective November 22, 2021. The TOP must be displayed prominently on the wall until the new license has been issued and picked up from the clerk's office. The seller's liquor license has been terminated effective November 22, 2021.

Brenda Hiland

Licensing Division
Nebraska Liquor Control Commission
(402) 471-2735
(402) 471-2814 fax
web: <http://www.lcc.nebraska.gov>
<https://www.facebook.com/NebraskaLiquorControlCommission>

Hiland, Brenda

From: tiffany cech <tiffboswest@gmail.com>
Sent: Tuesday, February 1, 2022 8:28 AM
To: Hiland, Brenda
Subject: Re: Bo's West Sports Bar, C-124632

hey Brenda yesterday i signed papers as of today everything is mine can you please send me my temp so i can print it off
thanks so much
Bo's West
Tiffany Cech

On Mon, Nov 15, 2021 at 1:19 PM Hiland, Brenda <brenda.hiland@nebraska.gov> wrote:

Tiffany, there are a few missing requirements from your liquor license application –

1. Tiffany must fully complete and sign Form 147 -+ See attached.
2. Submit a business plan.
3. Provide the length x width in feet of the area to be licensed –
 - a. Are you licensing the basement? If Yes, what is the length x width
 - b. Is there an outdoor area? If Yes, what is the length x width

Please provide this required information to me at your earliest convenience so I can continue processing your license application.

Brenda Hiland

Licensing Division

Nebraska Liquor Control Commission

(402) 471-2735

(402) 471-2814 fax

web: <http://www.lcc.nebraska.gov>

*** NO EXTENSIONS OF THIS PERMIT WILL BE ALLOWED***

Temporary Operating Permit

Nebraska Liquor Control Commission

22 – 632 Class C

Issued: February 1, 2022 – Expires: May 2, 2022

23rd West LLC

DBA: Bo's West Sports Bar

3720 23rd St, Columbus, NE 68601 Platte County

Description: One story irregular shaped building plus basement approx 37 x 57 with walk-in cooler approx 11 x 34 to the east including outdoor area approx 32 x 50 to the north



Hobert B Rupe - Executive Director
Nebraska Liquor Control Commission
301 Centennial Mall South, 1st Floor
Lincoln, NE 68509
(402) 471 – 2571



7.B.1. Application of Bo's West Sports Bar for Tiffany K. Nelson-Cech as manager in conjunction with liquor license.



COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS

FROM: CHARLES L. SHERER, CHIEF OF POLICE

DATE: FEBRUARY 3rd, 2022

SUBJECT: 23rd WEST LLC
DBA: BO's WEST SPORTS BAR
LIQUOR LICENSE APPLICATION
3720 23rd STREET
COLUMBUS, NEBRASKA

OWNER/MANAGER: TIFFANY K. NELSON-CECH

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

B. The recommendation of the police department or any other law enforcement agency:
The Columbus Police Department has no recommendation.

C. Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises, potential traffic and parking problems, and the proximity and availability of on-street and off-street parking:
There is heavy motor vehicle and some pedestrian traffic at this location. There seems to be no traffic or parking problems. There is adequate parking available and additional property has been purchased to increase parking.

- D. Zoning restrictions and the local governing body's zoning and land-use policies:
The area is zoned for business.
- E. Sanitation or sanitary conditions on or about the proposed licensed premises:
Sanitation or sanitary conditions are in order.
- F. The existence of a citizen's protest or opposition to the application:
There is no known citizen protest or opposition to the application.
- G. The existing population and projected growth within the jurisdiction of the local governing body and within the area to be served:
There is normal projected population growth within the jurisdiction of the local governing body and within the area to be served.
- H. The existing liquor licenses, the class of each such license, and the distance and times of travel between establishments issued such licenses:
The existing liquor licenses in the area include two to the east, Super Saver (Class C Liquor License) and Fast Mart (Class D Liquor License). Both businesses are located approximately 4 blocks east or about a 5 minute walk.
- I. Whether the proposed license would be compatible with the neighborhood or community where the proposed premises are located:
The proposed license is compatible with this area.
- J. Whether the type of business or activity proposed to be operated or presently operated in conjunction with the proposed license is and will be consistent with the public interest as declared in section 53-101.01:
The type of business and activity proposed will be consistent with public intent.
- K. Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with section 53-102:

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

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

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

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

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

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

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

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

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

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

Activities will not create unreasonable noise.

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

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

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use
RECEIVED
NOV 12 2021
NEBRASKA LIQUOR CONTROL COMMISSION

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

MANAGER MUST:

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

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

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

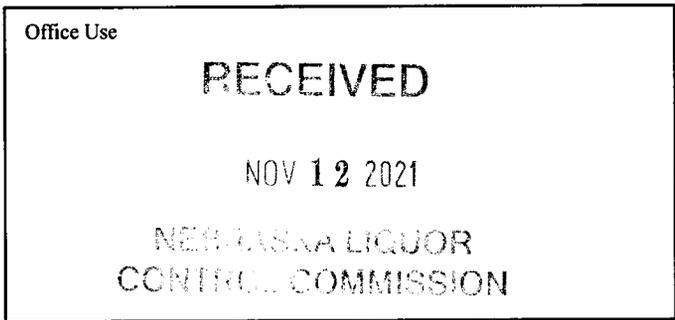
Spouse who **will** participate in the business, the **spouse must:**

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

BARCODE

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: 23rd West LLC

Premise information

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

Premise Trade Name/DBA: Bo's West

Premise Street Address: 3720 23rd St

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402-564-7734

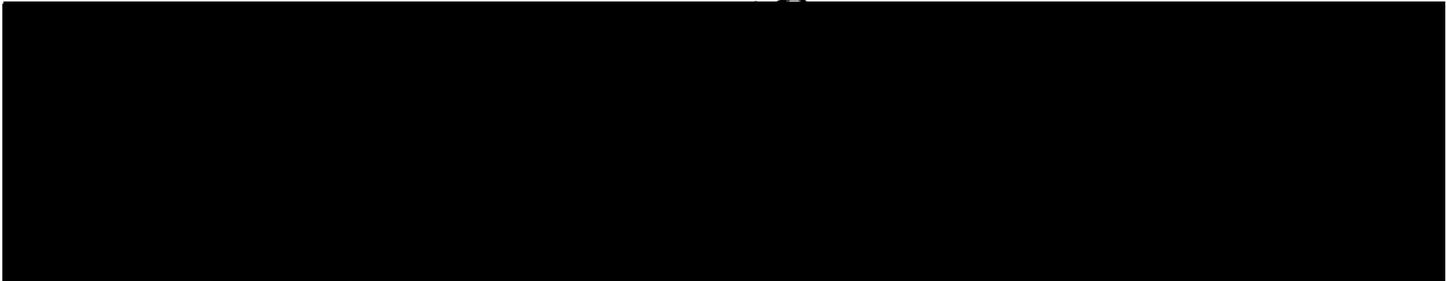
Premise Email address: Tiffboswest@gmail.com

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

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Nelson Cech First Name: Tiffany MI: K
Home Address: 2772 40th Ave
City: Columbus County: Platte Zip Code: 68001
Home Phone Number: 402-270-9655



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

YES NO

Spouse's information

Spouses Last Name: Cech First Name: Todd MI: _____



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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Columbus, NE	2007	2021	Columbus	2011	2021

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1999	2008	Little Bo's	Rod Baker	402-606-9378
2008	current	Bo's West	Rod Baker	402-606-9378

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

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

YES NO

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

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

YES NO

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

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

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

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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



Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

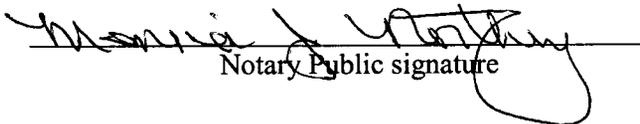
State of Nebraska

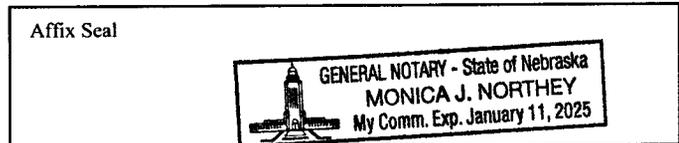
County of Platte

The foregoing instrument was acknowledged before me this

29th of September 2021
date

by Tiffany Nelson-Cech
NAME OF PERSON BEING ACKNOWLEDGED

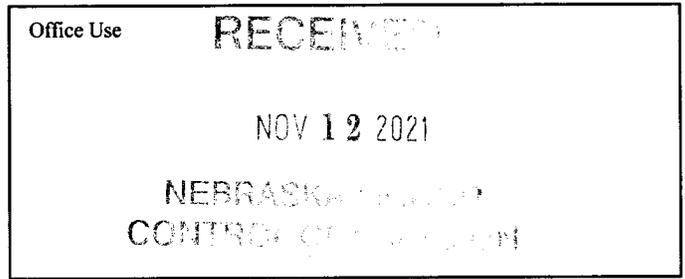

Notary Public signature



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

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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



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

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

Todd Ceck
Signature of **NON-PARTICIPATING SPOUSE**
Todd Ceck
Print Name

Tiffany Nelson-Ceck
Signature of **APPLICANT**
Tiffany Nelson-Ceck
Print Name

State of Nebraska, County of Platte

State of Nebraska, County of Platte

The foregoing instrument was acknowledged before me
this 29th of September 2021 (date)

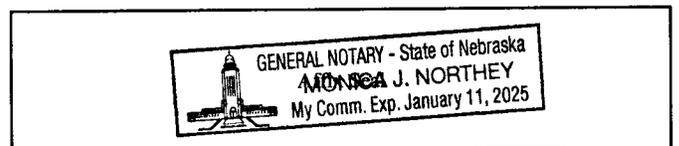
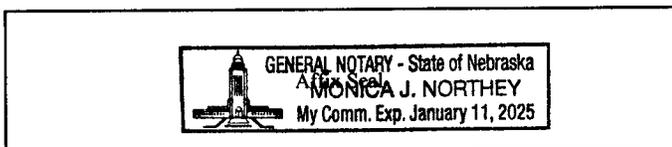
The foregoing instrument was acknowledged before me
this 29th of September 2021 (date)

by Todd Ceck
Name of person acknowledged
(Individual signing document)

by Tiffany Nelson-Ceck
Name of person acknowledged
(Individual signing document)

Monica J. Northey
Notary Public Signature

Monica J. Northey
Notary Public Signature



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

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

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

Office Use only RECEIVED NOV 12 2021 NEBRASKA LIQUOR CONTROL COMMISSION Do not stamp any of the following pages
--

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

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

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

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

Trade Name Bos West Sports Bar

Name of Person Being Fingerprinted: Tiffany Kathryn Nelson-Cech

Date fingerprints were taken: August 3, 2021

Location where fingerprints were taken: Columbus Police Dept

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

Tiffany Kathryn Nelson-Cech
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



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

Tiffany Kathlyn Nelson-Cech

Political Party
Republican

Precinct
3C

Election Details

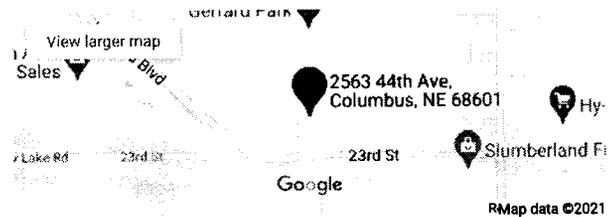
11/03/2020 2020 General Election

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

Polling Location

ESU7/CPS Student Serv. Bldg.

📍 2563 44th Ave. Columbus, NE 68601
Using North Building "Oak Maple Room"



Early Voting Sites

Platte County Election Commissioner's Office

📍 [2610 14th St. Columbus, NE 68601](#)

Ballot Styles

11.01

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7.C. Public hearing - Redevelopment Plan for Convergence, LLC, Redevelopment Project (Redevelopment Area 10) located approximately northeast of intersection of Highway 81 and 63 Avenue. (Planning Commission recommends approval.)

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

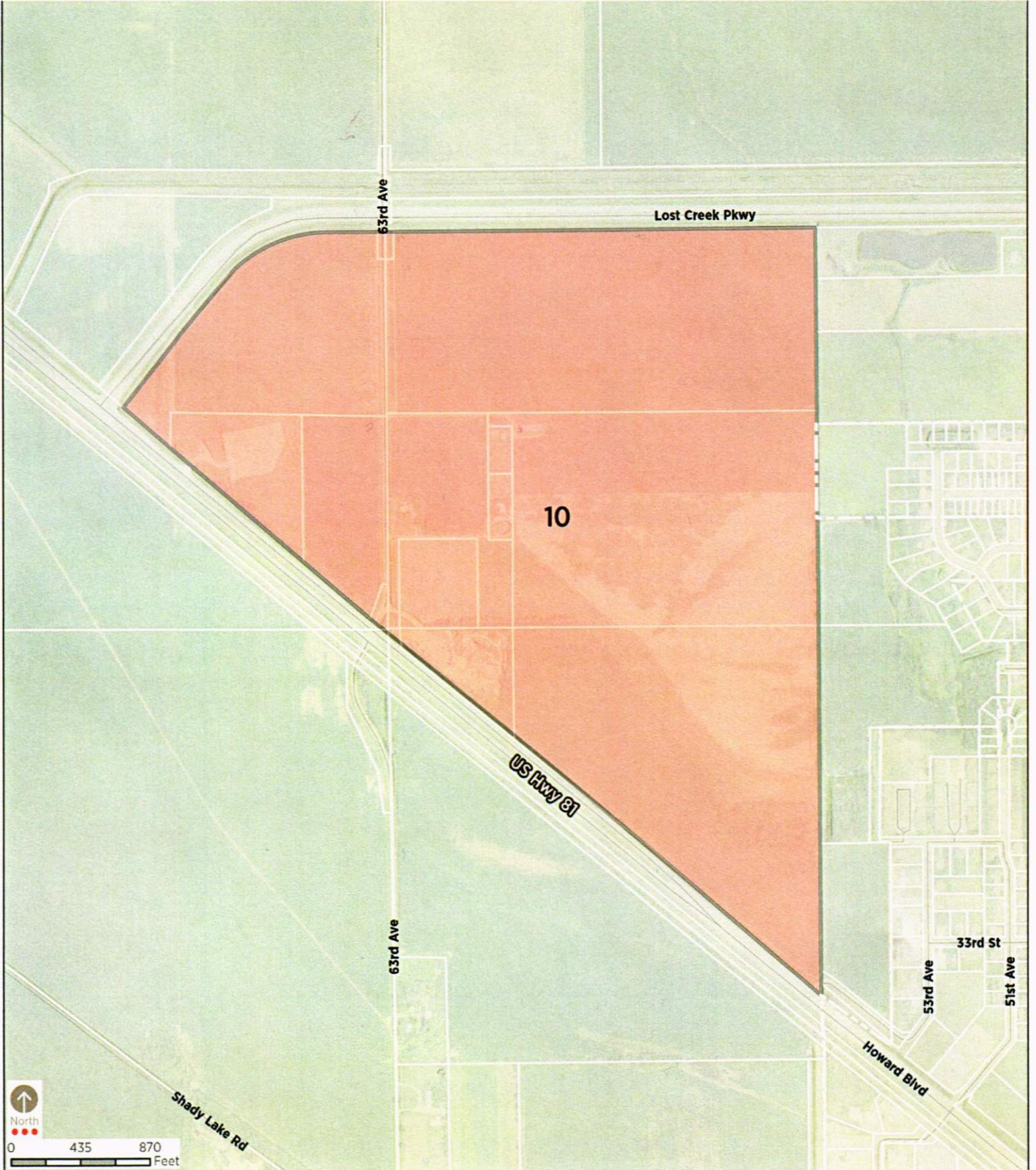
Notice is hereby given that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Tuesday, February 22, 2022, at 7 P.M., in the City Council Chambers, 1369 25 Avenue, Columbus, Nebraska, to consider and possibly take action on a redevelopment plan entitled: "Redevelopment Plan for Convergence, LLC, Redevelopment Project," for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq., within a portion of the blighted and substandard Redevelopment Area 10, approximately located to the northeast of the intersection of Highway 81 and 63 Avenue, in Columbus, Nebraska.

A map of the proposed area to be redeveloped and the cost-benefit analysis for the redevelopment project set forth in the redevelopment plan is available for review at the office of the city clerk at 2424 14 Street, Columbus, Nebraska, telephone number 402-562-4224.

At said time and place, all interested parties may appear and be heard.

City of Columbus, Nebraska
Janelle Kline, City Clerk

Publish: 02:03,10:22
Two Affidavits of Publication



63rd Ave

Lost Creek Pkwy

10

US Hwy 81

63rd Ave

Shady Lake Rd

Howard Blvd

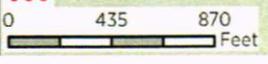
53rd Ave

33rd St

51st Ave



North





Columbus Economic Council
A Division of the Columbus Area Chamber of Commerce



February 7, 2022

Mayor Jim Bulkley and Columbus City Council
2424 14th Street
PO Box 1677
Columbus, NE 68602

RE: Columbus Casino and Racetrack Support

Dear Mayor Bulkley and Members of the Columbus City Council,

We write this letter of support on behalf of the Columbus Economic Council and dozens of manufacturers in and around Platte County, Nebraska. These companies have invested hundreds of millions of dollars in their facilities, employ tens of thousands of workers, and have collectively awarded Columbus the well-earned reputation of being the most industrialized city in the state.

Economic Development activities for the Columbus region are carried out by the Columbus Economic Council (CEC), a committee of the Columbus Area Chamber of Commerce. The committee has 40 members representing major manufacturers, bank presidents, and city and county officials. CEC provides three primary services (recruitment, retention, and technical assistance) to new and existing Columbus companies. The focus is primarily on industrial development with an emphasis on manufacturing, technology, back office operations, and food processing.

The success of these industrial businesses and manufacturers depends on the strength of our community and the strength of their workforce. With the ever increasing pressure on workforce and personnel availability communities like Columbus, must grow and attract new population to our community. In order to attract new and retain persons to our community, we must continue to build and expand what we have to offer our residents in the form of Quality of Life. This casino and entertainment facility will create jobs and generate dollars in taxes that will help the city's and county's infrastructure and quality of life.

The design and building of the discussed Casino and Racetrack, will certainly be an attraction for all to enjoy. This venue will also have the ability to bring in high quality entertainment, especially with the Caesars Palace efforts behind these events. Local residents and those traveling from other parts of the state, will be able to attend these featured events, and then stay in our community, at the attached new Hotel. This facility also has plans for a restaurant, making this location a destination for travelers and visitors, to come to our community and enjoy all that we as a community has to offer.

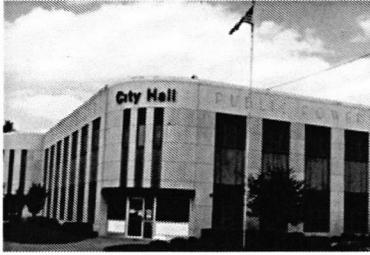
With all the services, and opportunities for entertainment at this facility, it is sure to have a positive impact on our local economy as well as boost the quality of life in Columbus and this area. This along with so many new attractions to our community, including the planned building of the Columbus Hospital Fieldhouse, the downtown Children's museum and Library, along with existing Water park and expanded walking trails, Columbus will be a place where persons want to live, work, worship and visit.

For these reasons, we ask that the City of Columbus support this project, which in turn will boost the economy and assist in the expansion of our Quality of Life vision.

Respectfully,

Neal Suss
Co-Chair - Columbus Economic Council
President/CEO
Loup Power District

Todd J. Duren
Co-Chair – Columbus Economic Council
Vice President of Corporate Services
Loup Power District



The City of **Columbus**

CITY CLERK'S OFFICE

Phone (402) 562-4224 • Fax (402) 563-1380

February 14, 2022

Dear Council Members and Members of the Community Development Agency:

The City of Columbus Planning Commission received public comment on and reviewed the "Redevelopment Plan for Convergence, L.L.C., Redevelopment Project", at a public hearing held February 14, 2022. The redevelopment plan provides for a redevelopment project providing for the construction of entertainment and gaming facilities consisting of a horse track, casino, hotel and related amenities, together with the associated public improvements, within the blighted and substandard community redevelopment area referred to as "Redevelopment Area 10".

Upon the Planning Commission's review of the redevelopment plan, for the reasons stated therein, it determined that the redevelopment plan conforms to the City's comprehensive plan pursuant to the requirements of the Nebraska Community Development Law. Further written findings in relation to such determination are reflected in the minutes of the Planning Commission's February 14, 2022 meeting.

In accordance with the foregoing, the Planning Commission recommended adoption of the redevelopment plan to the Community Development Agency and the City Council via a majority vote. No further recommendations or findings were made by the Planning Commission in relation thereto.

Sincerely,

Chair
City of Columbus Planning Commission



7.C.1. Resolution No. R22-15 approving Redevelopment Plan for Convergence, LLC, Redevelopment Project.

RESOLUTION NO. R22-15

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT PLAN ENTITLED "REDEVELOPMENT PLAN FOR CONVERGENCE, L.L.C., REDEVELOPMENT PROJECT".

WHEREAS, pursuant to the Nebraska Community Development Law, Sections 19-2101 et seq., of the Nebraska Revised Statutes (the "Act"), the City Council of the City of Columbus, Nebraska (the "Council"), acts as the governing body of, and exercises all functions of, the Community Development Agency of the City of Columbus, Nebraska (the "Agency"); and

WHEREAS, the Mayor and Council approved Resolution No. R21-28 on February 16, 2021; and

WHEREAS, Resolution No. R18-10 declared a portion of the City, referred to therein as "Redevelopment Area 10", to be blighted and substandard and in need of redevelopment under the terms of 18-2103(3) and (31) and section 18-2109 of the Act; and

WHEREAS, it is contemplated that redevelopment of Redevelopment Area 10 may occur in phases and will occur pursuant to one or more redevelopment plans and/or projects; and

WHEREAS, the Mayor and Council finds based on substantial evidence in the record of this proceeding that redevelopment of Redevelopment Area 10 will result in the elimination and prevention of blight and aligns with the purposes of the Act and the Comprehensive Plan of the City; and

WHEREAS, attached hereto as Exhibit "A" is a redevelopment plan for redevelopment within Redevelopment Area 10, entitled, "Redevelopment Plan for Convergence, L.L.C., Redevelopment Project (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan sets forth a redevelopment project within Redevelopment Area 10; and

WHEREAS, on February 14, 2022, the Planning Commission of the City of Columbus, Nebraska, held a duly-noticed public hearing on and recommended the Mayor's and Council's adoption and approval of the Redevelopment Plan, all in accordance with the Act; and

WHEREAS, on February 22, 2022, the Mayor and Council held a duly-noticed public hearing on the Redevelopment Plan, all in accordance with the Act; and

WHEREAS, based on the substantial evidence in the record of this proceeding, the Redevelopment Plan is in conformance with the Comprehensive Plan of the City, and will result in the elimination and prevention of blight; and

WHEREAS, based on the substantial evidence in the record of this proceeding, the redevelopment set forth in the Redevelopment Plan would not be economically feasible and would not occur without the use of tax-increment financing; and

WHEREAS, based on the substantial evidence in the record of this proceeding, the Redevelopment Plan sets forth and satisfies all other statutory criteria under the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA:

Section 1. The Redevelopment Plan attached as Exhibit "A" is in conformance with the Comprehensive Plan of the City.

Section 2. Based on the substantial evidence in the record of this proceeding, the Mayor and Council finds as follows:

(a) The proposed land uses and building requirements in the redevelopment area as described in the Redevelopment Plan are designed with the general purpose of accomplishing, in conformance with the City's Comprehensive Plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development; that under the Redevelopment Plan adequate provision is made for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations, the provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

(b) The Redevelopment Plan contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Redevelopment Plan with respect to the redevelopment project set forth therein; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to the redeveloper; that the Redevelopment Plan sets

forth a satisfactory method of financing for the proposed redevelopment consisting of equity investment by the redeveloper and grant assistance to the redeveloper via the issuance by the City of its tax increment revenue bond to provide funds to pay for the costs of certain public improvements; and that there are no families currently living within the redevelopment area, as set forth in the Redevelopment Plan, which will be displaced from such area as a result of the redevelopment project.

(c) The cost-benefit analysis prepared in conjunction with the Redevelopment Plan and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the Mayor's and Council's adoption and approval of the Redevelopment Plan.

Section 4. The redevelopment project set forth in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing; would not occur in the redevelopment area described in the Redevelopment Plan without the use of tax-increment financing; and the costs and benefits of the Redevelopment Plan, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of all those impacted by the Redevelopment Plan.

Section 5. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and Council hereby approves and adopts the Redevelopment Plan.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS 22ND DAY OF FEBRUARY, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT "A"
Redevelopment Plan

(See attached)



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: February 10, 2022

TO: Planning Commission

FROM: Tara Vasicek, City Administrator *Tara Vasicek*

RE: Redevelopment Plan for Convergence, L.L.C., within a portion of the Redevelopment Area 10.

RECOMMENDATION:

Approval of the redevelopment plan for Convergence, L.L.C. in Area 10.

DISCUSSION:

The redevelopment plan details a proposed redevelopment project including the construction of entertainment and gaming facilities consisting of a horse track, casino, hotel and related amenities, a detailed description of the project is located on Pg 2., section C. of the plan.

In order for the area to be used for the planned purpose, substantial improvements are required including all public infrastructure on 63rd Avenue, traffic impact analysis and required improvements, public sidewalks/trails, significant landscaping improvements, etc. All of these improvements are detailed beginning on Pg 8, Section F of the Plan. These improvements represent a substantial investment in public infrastructure that would otherwise be a significant tax payer and property owner expense. Over \$11,000,000 of public street, water and sewer improvements are required for the project. The full list of TIF eligible expenses is detailed in Exhibit E.

The redeveloper, City and legal counsel have ensured that the plan is in conformance with the City's comprehensive plan. An in-depth review is provided in section D of the plan on Pages 3-8. At the time of final platting and annexation the redeveloper will be requesting rezoning of the property to B-2. "Commercial Recreation" and "Gaming facilities" are allowed in the B-2 zone. As detailed in the plan the B-2 designation is appropriate for the horse racing track, stables, hotel and casino facilities. The track comprises a business engaged in the provision of sport (horse racing), which falls within the Commercial Recreation use. On-site wagering falls within a Gaming Facilities use type. The stables will not permanently board horses, as the racing season will only span a 5 to 6 week period each year. As such, the mere periodic presence of horses on the premises is accessory to the permitted uses, and does not require its own designation. The final plat, annexation and zoning issues are anticipated to be before the Planning Commission next month.



The three initiatives related to gambling which came before voters in November of the 2020 general election were passed by a wide margin in the state and in the City of Columbus. Of the three measures, the lowest approval percentage was 62.3% among City of Columbus voters. The implications of the vote are particularly telling in Columbus, as we had one of only six previously licensed horse racing tracks in the state, thereby making it one of the anticipated sites for a casino project.

It has been determined that the cost-benefit analysis prepared in conjunction with the Plan and attached as Exhibit "F" sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Plan. Based on the expected revenues generated from the state's 20% tax on gambling revenues, the Redevelopment Project is estimated to result in additional revenues to be split between the City of Columbus and Platte County between \$2,250,000 and \$2,900,000. In addition to the gambling tax, the City of Columbus also will see increases in the local option sales tax, the casino and race track is estimated to generate and additional \$600,000 annually, the hotel, restaurant and any other operations will generate additional local sales tax. This will give the City a significant advantage to other communities, allowing investment in our Police Department, Fire Department, Parks and Recreation amenities, housing, infrastructure, etc.

As the plan states, the impacts and opportunities related to the Redevelopment Project conform to the objectives and guidance stated in the Comprehensive Plan, and outweigh arguments against the project. If the City does not adapt and seize the opportunity presented, it is inevitable that a neighboring community will welcome the Redevelopment Project with open arms – thereby resulting in the failure to actually eliminate the concerns raised, while being unable to reap the positive impacts associated with the project.

Convergence intends to begin construction in the Spring of 2022, pending approval of this Redevelopment Plan. If approved the public and private improvements will be completed by the end of 2023.

**REDEVELOPMENT PLAN FOR
CONVERGENCE, L.L.C., REDEVELOPMENT PROJECT**

PREPARED JANUARY, 2022

**BY THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF COLUMBUS, NEBRASKA**

A. Introduction

This Redevelopment Plan for the Convergence, L.L.C., Redevelopment Project (this “Redevelopment Plan”), prepared by the Community Development Agency of the City of Columbus, Nebraska (the “Agency”), is a guide for redevelopment activities to remove or eliminate blight and substandard conditions within the City of Columbus, Nebraska (“City”). The Mayor and City Council of the City (the "Council"), recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, designated certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act").

Prior to the preparation of this Redevelopment Plan, and in compliance with the Act, the Mayor and Council designated a portion of the City as a blighted and substandard community redevelopment area, such area being commonly referred to as “Redevelopment Area 10” (referred to herein as the “Redevelopment Area”). This Redevelopment Plan sets forth a proposed redevelopment project located within the Redevelopment Area to optimize the tax increment financing ("TIF") resources available to offset certain costs deemed eligible for reimbursement by TIF under the Act, and to remove existing and avoid future blighted and substandard conditions, all as further described herein. This Redevelopment Plan contemplates the construction of entertainment and gaming facilities consisting of a horse track, casino, hotel and related amenities, together with such public improvements associated therewith, within the Redevelopment Area, as further detailed in Paragraph C, below (such public and private improvements are collectively referred to herein as the "Redevelopment Project"). It is anticipated that construction of the Redevelopment Project will be undertaken by multiple parties, including the current owner and developer (Convergence, L.L.C.), the casino owner/operator, and the hotel owner/operator. For purposes of this Redevelopment Plan, all references to “Redeveloper” are to Convergence, L.L.C.

B. Redevelopment Area; Project Site; Existing Conditions

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries of the Redevelopment Area. The Redevelopment Area is identical to "Redevelopment Area 10," which the Mayor and Council previously declared blighted and substandard and in need of redevelopment. Exhibit "A-1", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is located to the northeast of the intersection of Highway 81 and 63rd Avenue, in the City. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

C. Redevelopment Project Overview

The current configuration of the Project Site consists of six contiguous parcels. Redeveloper is the owner of five of the parcels and is under contract for the remaining parcel. A description of the Redevelopment Project, as provided in Redeveloper's TIF application, is set forth below:

The Redevelopment Project will be comprised of a newly constructed one-mile horse race track, casino with restaurant and sports book, and adjacent 100-room hotel. Construction of the Redevelopment Project constitutes a substantial investment in the City, estimated to be approximately \$89,039,538. Redeveloper has partnered with Caesars Entertainment to develop a world class horse track and gaming/entertainment facility in the City. The Redevelopment Project will be developed on approximately 140 acres of currently blighted land and will result in new infrastructure (roads, sewer, water, internet connectivity, sidewalks, landscaping) that will help to transform and further develop the western portion of the City.

As of 2021, Columbus Exposition and Racing operates a live horse racing track in conjunction with Platte Valley Agricultural Society at Ag Park in the City. Ag Park has hosted races over the last approximately 80 years. While minor maintenance is done on an annual basis at Ag Park, the overall facility has become dated and no longer serves as a destination for horse racing devotees in the region.

Columbus Exposition and Racing and Redeveloper intend to develop the only one-mile horse racing track within a 500 mile radius of the City. The race track will draw world class thoroughbreds to the City for the live racing season. In addition, the race track will be complemented with a first class gaming facility that will include a gastro-pub restaurant, sports bar, and sports book facility. A Marriott branded hotel will be constructed adjacent to the gaming facility with an expected total of 100 rooms, which will be operated by a third party.

As a result of the Redevelopment Project, substantial improvements to the currently blighted area will include public utilities, public pedestrian friendly sidewalks, significant landscape improvements and improved aesthetics for the entire area. The Redevelopment Project will result in a first class destination for horse racing and entertainment fans throughout the country.

At present, the gaming facility is estimated at approximately 62,000 sq. ft. of new construction. The hotel is estimated at approximately 60,000 sq. ft. of new construction. New horse track pavilion/barns are estimated at approximately 114,850 sq. ft. of new construction. It is anticipated that the Redevelopment Project will result in the creation of approximately 125 new full-time jobs and 125 new part-time jobs within the City.

It is anticipated the horse track will consist of a racing season of approximately 5-6 weeks and host two racing events per week during that time span. Horses will only be stabled at the facility during racing events and will not be permanently or continuously boarded on the site. The operator will participate in a manure management program facilitating removal of all manure from stalls between racing days for placement in bins. The operator intends to contract with a local company to remove the manure from the premises on a regular basis (anticipated to be weekly at the outset) and transport the same to surrounding farms for use as compost. In the event the anticipated frequency of racing events changes, the operator will adjust the removal program to adequately and appropriately address the needs of the facility.

Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plans for the Redevelopment Project. The site plans are preliminary in nature and subject to change. No public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project.

D. Conformance with the Comprehensive Plan

It is essential to the City's comprehensive plan for development (the "Comprehensive Plan") that dilapidated, inadequate, or deteriorating portions of the City conform to the current and future needs of the City as it continues to grow and expand. Exhibit "B", attached hereto and incorporated herein, shows a portion of the future use map (showing the Redevelopment Area and surrounding areas) included within the City's Comprehensive Plan. The map sets forth a mix of multifamily residential, general residential, and general commercial designations for future use of the Project Site. It is the intention of the Mayor and Council of the City to amend the Comprehensive Plan's future use map in the area comprising the Project Site to a B-2 designation, which would accommodate the anticipated uses associated with the Redevelopment Project. Upon such amendment, the Redevelopment Project shall be deemed in conformance with the Comprehensive Plan's future use map.

The Comprehensive Plan further sets forth the following observations and objectives:

- Encourage the formation of new unified business park corridors (e.g., U.S. Highway 30, U.S. Highway 81, and Union Pacific Railroad) or the development of individual parcels

as part of business parks by focusing new growth in a more clustered pattern, as opposed to isolated parcels along strips of nonresidential land uses lining thoroughfares.

- It is envisioned that Columbus' projected population growth will be accommodated and balanced through infill and redevelopment of neighborhoods; and contiguous, mixed-use development to the north, flanking Lost Creek Parkway. Business Park development should be expanded to the west, to take advantage of U.S. Highway 81 and the Union Pacific Railroad.
- Create an appropriate sense of arrival and departure into and from the City, including from U.S. Highway 81. The City's principal entrances offer opportunities to attract attention to local attractions and tourist destinations.
- Economic development needs to be a proactive, facilitated endeavor. Few communities are fortunate enough to have great companies and projects simply fall in their laps. Most places need to work for it with dedicated staff and financial tools and resources. In Columbus' case, the effort should focus mainly on working alongside and supporting the Columbus Chamber of Commerce, to connect prospective commercial/industrial businesses to local property-owners and regional developers.
- In conjunction with periodic reviews of the Comprehensive Plan, identify market shifts that could have implications for desired housing types, retail or other commercial offerings, and particular public service and recreational needs.
- Pursue corridor development along major highways, which takes advantage of the access afforded by an existing highway and its accompanying utility services. Corridor development, if developed to a standard that is compatible with the community's vision for the future, provides infrastructure cost savings and contiguous growth patterns.
- Use incentives (including TIF) available to the City to incentivize development and economic growth. Such incentives also help to underwrite and mitigate the risks associated with new development.
- Encourage business growth in infill locations. In addition to encouraging expansion of existing businesses and attracting new businesses, the community can consider where businesses locate within the community. Encouraging business growth in specific locations, or in proximity to other industries, can help improve the overall quality of life for existing and future residents, workers, and visitors. This improved quality of life also translates into a competitive advantage for local businesses and is critical for strengthening the local economy.

- Create greater opportunities for Columbus to capitalize on the recreational resources of the City and County through tourism and recreational-based businesses.
- Indirect revenues are generated for the local and regional economies through the hosting of sports tournaments and special events such as arts, music, and holiday festivals. Economic activity from hospitality expenditures, tourism, fuel, recreational equipment sales, and many other private sector businesses yield more sustainable local and regional economies.

The Redevelopment Project will assist in carrying out the above observations and objectives. As discussed below, the City and Agency recognize that arguments both for and against the economic and social impacts can be made in relation to the Redevelopment Project. However, there is no debate in relation to the explicit directives in the Comprehensive Plan regarding expansion of the City to the northwest, particularly via corridor development along Highway 81. Not only will the Redevelopment Project be a major step forward in accomplishing this objective, but will shift an enormous cost burden from the public to the Redeveloper in relation to the construction and expansion of public infrastructure and improvements to achieve the same. Currently, City sewer infrastructure ends at 10th Avenue and Lost Creek Parkway, and City water ends at 18th Avenue and Lost Creek Parkway. The City intends to extend infrastructure from their current endpoints to the Project Site, which will be paid for in large part by the City's ARPA funds.

As part of the Redevelopment Project, Redeveloper will not only construct such infrastructure along Highway 81, but will also be required to pave and construct infrastructure along 63rd Avenue between Highway 81 and Lost Creek Parkway. This represents a substantial investment in public infrastructure that would otherwise need to be addressed via the establishment of improvement districts and assessment to the adjacent landowners. As such, the City is able to shift considerable cost burdens from the public to the private sector, while achieving the desired, natural and inevitable growth pattern of the City to the northwest. This conveys a direct economic benefit to the entire area surrounding the Project Site and a benefit to the public as a whole by facilitating and expediting needed growth that will allow for further beneficial development along the Highway 81 corridor. Without the Redevelopment Project, such expansion would not be achievable in the near future due to the economic unviability associated with the cost of extending public infrastructure for infill development to the northwest.

As referenced above, the City and Agency recognize that counterarguments exist with respect to conformance with the Comprehensive Plan. For instance, some may assert the proposed Redevelopment Project will not result in a gateway to the City that reflects positively on the community and is not in the best interest of the welfare and wellbeing of its residents.

However, the City and Agency find little empirical support for these assertions in relation to the Redevelopment Project, as proposed. Research shows the potential negative impacts of gaming projects, such as the creation of pathological gambling behaviors and increases in crime rates, are most strongly correlated to projects constructed within previously-established neighborhoods and areas of a community – and specifically in areas or neighborhoods that are socioeconomically disadvantaged. These impacts are typically limited to such “casino neighborhoods” and have been shown to decrease with distance from the facilities.

With respect to the proposed Redevelopment Project, it will be located on the current outskirts of the City, outside of any previously-established area or neighborhood. The only neighborhood within a reasonable proximity to the Redevelopment Project is located to the east along 48th Avenue. However, there is already a considerable buffer between the neighborhood and the Project Site, and as part of the Redevelopment Project, Redeveloper will be required to construct a buffer on the east, and a portion of the north, boundaries of the Project Site to mitigate the impacts on the neighborhood and the value of the homes therein. It is anticipated that such buffers will include the construction of a 50-foot wide and 4-5 foot tall berm consisting of at least three rows of evergreen and deciduous trees; provided that final design will be subject to City approval. As detailed above, the horse track operator will also participate in a manure management program. Further, the neighborhood to the east does not display the socioeconomic factors observed in said “casino neighborhoods” associated with negative impacts. As such, the Redevelopment Project is not anticipated to have a negative impact on either the quiet enjoyment of existing residential communities or the safety and welfare of the City’s residents. The City and Agency further note that the City has been home to gambling facilities since the 1940s upon the construction of Ag Park. The perceived negative social and economic effects of gaming facilities have not impacted the immediate vicinity or greater community during that time span. Moreover, the Redevelopment Project will provide for the removal of horse racing from a centralized part of the City to a remote area on its outskirts. The grounds will remain operational for 4H and county fair uses, but it is anticipated that the same could be moved to a less centralized location in the future to allow for redevelopment of the area.

It is not anticipated that the Redevelopment Project will constitute a gateway to the City that reflects negatively upon the community. The Redevelopment Project will result in the construction of first-class facilities that are aesthetically pleasing and reflect positively on the community. It is further envisioned that the Redevelopment Project will create positive opportunities for additional non-gaming development along the Highway 81 corridor that will not only have a positive economic impact on the City, but will also create a gateway to the City that visitors and residents alike will enjoy. As such, there is little concern the City’s identity will be negatively impacted or linked to gambling.

The City and Agency recognize that there may be conflicting interpretations of the Redevelopment Project's conformance to the Comprehensive Plan. However, that is the case with almost any project due to the broad and interpretive nature of the Comprehensive Plan. As such, the Redevelopment Project – in the same manner as other projects – requires a balancing of factors in determining conformance to the Comprehensive Plan. In considering the same, the City and Agency find the following guidance contained in the Comprehensive Plan to be most instructive:

When it comes to economic opportunity, cities need to be both strategically focused and light-on-their-feet. Plans should be dutifully implemented. However, there are times when opportunities materialize seemingly out of nowhere that may require pivoting and/or diverting energies away from the chosen course. Although the plan can identify the City's competitive advantages and lay out strategies to capitalize on them, economic development does not unfold in linear fashion. When opportunities present that are not in sync with the plan, the City must mobilize quickly and aggressively to make them a reality. There is no shame in the reactive pursuit of a special opportunity, provided that it is "real" and a good fit for the community.

When the City adopted the Comprehensive Plan, the Redevelopment Project and the extent of investment in the City associated therewith would have been unthinkable due to the laws that were in place. As the laws have changed, so too must the City in order to capitalize on the positive impacts and opportunities presented.

The gambling initiatives approved as part of the 2020 general election passed by a wide margin in the state, including 62.3% approval by Columbus voters. The implications of the vote are particularly telling as it pertains to the Columbus residents, as the City was one of only six previously-licensed race track sites in the state, thereby making it one of the anticipated sites for a casino project if the initiative passed. As a result of the expanded legalization of gaming in Nebraska, the construction of gaming facilities is anticipated in the six previously-licensed sites. In being one of the six previously-licensed sites, the City is in a unique and opportunistic position to be "first to market" and attract a project of the highest quality and benefit to the City; as opposed to smaller, lower quality and less economically advantageous projects that are likely to follow if and when gaming licensure expands to other communities. Given the same, and the approval of the gambling initiatives in the City by a wide margin, the above provision of the Comprehensive Plan related to economic opportunity and competitive advantages is especially relevant and instructive.

The impacts and opportunities related to the Redevelopment Project conform to the objectives and guidance stated in the Comprehensive Plan, and outweigh the arguments for

nonconformance. If the City does not adapt and seize the opportunity presented, it is inevitable that a neighboring community will welcome the Redevelopment Project with open arms – thereby resulting in the failure to actually eliminate the concerns raised, while being unable to reap the positive impacts associated therewith. In accordance with all the foregoing considerations under this Paragraph D, the Redevelopment Project is in conformance with and furthers the objectives under the City’s Comprehensive Plan.

E. Existing Conditions

1. Existing Land Use

The Project Site is made up of six parcels consisting of the following uses:

- Former skating rink/event space and used car dealership on parcel 710023289;
- Vacant single-family farmsteads on parcels 710022841 and 710135978; and
- Agricultural land on the remaining parcels.

2. Existing Zoning

The Project Site is currently zoned partly as “Rural Residential” and partly as “General Commercial”.

3. Existing Public Improvements

The Project Site is vacant and without viable public access, paving, sewer, water, storm sewer, electrical service, public walks, and related infrastructure.

F. Proposed Redevelopment

1. Public Improvements

The Redevelopment Project will require significant infrastructure improvements and other public improvements. These improvements will include, but are not limited to:

a. Public Access; Traffic Flow, Street Layouts and Street Grades

The Project Site is adjacent to Highway 81, but is currently without viable access therefrom for the uses contemplated hereunder. Accordingly, Redeveloper will construct paving for public ingress and egress from Highway 81 and 63rd Avenue, in addition to construction internal roadways and parking areas within the Project Site. Redeveloper will be required to

conduct a traffic study for the Redevelopment Project and future expected development in the area along Highway 81 and Lost Creek Parkway. The study area will include, from east to west, 48th Avenue & Highway 81, 48th Avenue & Lost Creek Parkway, 51st Avenue & Highway 81, 63rd Avenue & Highway 81, 63rd Avenue & Lost Creek Parkway, and the intersection of Highway 81 & Lost Creek Parkway. The study will also assess the viability of access from Highway 81.

Access to the Project Site from Highway 81 will require approval by NDOT. In the event NDOT does not permit primary (direct) access from Highway 81, it is anticipated that such access will be from 63rd Avenue. Redeveloper will be required to pave all of 63rd Avenue between Highway 81 and Lost Creek Parkway, in addition to constructing and extending other utility infrastructure thereunder. While such improvements are not directly within the Project Site, they are adjacent thereto and confer a direct and necessary benefit on the Project Site and the entire Redevelopment Area. As such, it is the intent that such costs and improvements, as may be necessary, are eligible for reimbursement from TIF in conformance with the Act. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns shown in the traffic study, or that would otherwise be created by the Redevelopment Project. All streets and other public infrastructure constructed by Redeveloper will be subject to review and approval by the City and/or State of Nebraska, as the case may be.

b. Construction of Water and Sewer Improvements.

Redeveloper will construct or extend water and sewer systems to provide appropriate service to the Project Site. Redeveloper will be required to construct public water and sewer systems along 63rd Avenue.

c. Other incidental improvements

The Project Site is currently undeveloped and will require filling and grading to provide effective drainage throughout the area. The Project Site requires filling and grading to properly drain the ground water runoff and provide appropriate grading levels to erect the buildings. Redeveloper also anticipates the construction of electric, gas and telecommunications utilities extending to the buildings on the Project Site. The anticipated public improvements (and costs related to the public improvements) for the Redevelopment Project are listed in Exhibit "E", attached hereto and incorporated herein.

d. Additional public facilities or utilities

Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

e. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Redevelopment Project.

f. Population Density

The Project Site currently sits undeveloped and/or vacant. The Redevelopment Project is commercial in nature and will not result in an increase in population density.

g. Land Coverage

Land coverage for the Project Site includes approximately 140 acres, the majority of which is currently agricultural land. The Redevelopment Project will consist of the construction of an approximately 62,000 square foot casino, an approximately 60,000 square foot hotel, and a new horse track pavilion/barns consisting of approximately 114,850 square feet, all as shown on the site plan set forth in Exhibit "C". The Redevelopment Project is subject to and must comply with all applicable land coverage ratios required by the City.

h. Parking

The Redevelopment Project is subject to and must comply with all applicable parking requirements of the City. Such requirements shall be set forth in further detail in the “Redevelopment Contract” (as defined in the Act) between Redeveloper and the Agency, and/or subdivision agreement(s) for the Redevelopment Project.

i. Zoning, Building Code and Ordinance

The Project Site is currently zoned partly as “Rural Residential” and partly as “General Commercial”. Accordingly, a zoning change to a B-2 designation is required as part of the Redevelopment Project. “Commercial Recreation” is a permitted use under a B-2 zoning designation, which allows for, “Private businesses or organizations, which may or may not be commercial in nature, primarily engaged in the provision of sports, entertainment, or recreation for participants and/or spectators.” Additionally, the permitted use of “Gaming Facilities” allows

for, “Establishments engaged in the lawful, on-site operation of games of chance that involve the risk of money for financial gain by patrons.”

It is anticipated that a B-2 designation is appropriate for the horse racing track, in addition to the hotel and casino facilities. The track comprises a business engaged in the provision of sport (horse racing), which falls within a Commercial Recreation use. On-site wagering falls within a Gaming Facilities use. The stables will not permanently board horses, as the racing season will only span a 5 to 6 week period each year. As such, the mere periodic presence of horses on the premises appears accessory to the above permitted uses, and should not require its own designation. Notwithstanding, the proposed zoning change will be subject to separate approval by the City and the foregoing analysis is in no way binding or determinative. Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

2. Private Improvements

Private improvements for the Project Site consist of the construction of an entertainment and gaming facility consisting of a horse track, casino, hotel and related amenities, in addition to the related facilities and improvements ancillary thereto, as described in further detail under Paragraph C, above. Redeveloper or other builders taking reconveyance from Redeveloper will construct the private improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements. Exhibit “C” contains the preliminary site plans for the Redevelopment Project.

G. Project Costs

The total estimated costs of the Redevelopment Project are \$89,039,538. The estimated costs of the Redevelopment Project are attached and incorporated herein as Exhibit “D”. Such figures are only estimates based upon 2022 pricing, and are subject to change without further amendment of this Redevelopment Plan.

H. Implementation

Redeveloper or other builders taking reconveyance from Redeveloper will construct the public and private improvements associated with the Redevelopment Project. While it is the intent of Redeveloper to construct, or provide for the construction, of all private improvements simultaneously following completion of the infrastructure and other public improvements, the construction of such private improvements will likely be undertaken by multiple parties and have different timetables for completion. In relation to the same, the Redevelopment Project may occur in phases for purposes of the division of the incremental ad valorem real estate taxes (the

“TIF Revenues”) upon the Project Site. Accordingly, the TIF Revenues for one portion of the Redevelopment Project may be divided at a different time and have a separate 15-year TIF period from a different portion of the project; provided such portions are located on separate tax parcels within the Project Site. Allowing for the completion of the Redevelopment Project in phases will maximize the TIF resources available for public improvements, which will be necessary for the Redevelopment Project to succeed. The foregoing shall be set forth in further detail in the Redevelopment Contract between Redeveloper and the Agency.

Redeveloper intends to commence construction of the Redevelopment Project in spring of 2022, pending approval of this Redevelopment Plan. Redeveloper anticipates that construction of the private improvements will be completed by the end of 2023. Notwithstanding the foregoing, the anticipated start dates and completion dates are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors. More or less time than the anticipated completion dates listed above may be necessary as a result of such extraneous conditions or factors.

I. Financing

The City and the Agency contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the Redevelopment Contract, or amendment thereof, or in the resolution of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the Redevelopment Contract or bond/note resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for the Redevelopment Project, or portion thereof, will be established in the Redevelopment Contract. The Agency and Redeveloper anticipate that the effective dates may be different for separate portions of the Redevelopment Project, and therefore the increment period for each such portion, may be different. Notwithstanding any provision herein to the contrary, the TIF Revenues for each portion of the Redevelopment Project shall only be divided and allocated over the applicable 15-year increment period or until payment of the TIF Indebtedness (defined below) in full, whichever occurs first.

1. Necessity of TIF

Redeveloper has represented and warranted to the City that it would not be economically feasible to develop the Redevelopment Project without TIF. In support thereof, Redeveloper stated in its TIF application that:

In view of the substantial costs associated with the development and construction of the Project, without TIF, completion of the Redevelopment Project is not feasible. Without TIF, the return on investment would be unacceptably low in view of the substantial costs resulting from land acquisition, grading, design, utility, and infrastructure costs.

Upon review of the considerable cost associated with demolition, site preparation, and the construction of public infrastructure and improvements, the City and Agency find support in Redeveloper's representations.

The determination at issue is governed by section 18-2116 of the Act, which requires a finding that, "(i) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, [and] (ii) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing." The statute makes specific reference to the "redevelopment project in the plan". This means that the showing of necessity for TIF relates to the version of the Redevelopment Project set forth in this Redevelopment Plan. It does not relate to gaming projects in general, nor does it relate to a different version of the Redevelopment Project.

While it is possible a similar project could be constructed without necessitating the use of TIF, such project likely would not be in the proposed location, be of the same quality or scale, nor convey the same degree of economic and other positive economic impacts as the Redevelopment Project. The Redevelopment Project, as presented, is in a location that is preferable to the City and will be of a high quality that is an asset to the City. Additionally, it will result in considerable investment towards public infrastructure and improvements that are

necessary for further desired expansion along the Highway 81 corridor, thereby shifting the cost of a public benefit to a private party.

As discussed in Paragraph D, above, City sewer infrastructure ends at 10th Avenue and Lost Creek Parkway, and City water ends at 18th Avenue and Lost Creek Parkway. As part of the Redevelopment Project, Redeveloper will not only construct such infrastructure along Highway 81, but will also be required to pave and construct such infrastructure along 63rd Avenue between Highway 81 and Lost Creek Parkway. This represents a substantial investment in public infrastructure that would otherwise need to be addressed via the establishment of improvement districts and assessment of such costs to the adjacent landowners. As such, the City is able to shift considerable cost burdens from the public to the private sector, while achieving the desired, natural and inevitable growth pattern of the City to the northwest. This conveys a direct economic benefit to the entire area surrounding the Project Site and a benefit to the public as a whole by facilitating and expediting needed growth that will allow for further beneficial development along the Highway 81 corridor. Without the Redevelopment Project, such expansion would not be achievable in the near future due to the economic unviability associated with the cost of extending public infrastructure for infill development to the northwest.

Thus, while it is possible that some of the costs of the Redevelopment Project could be avoided by pursuing a different version of the project, the same is not a relevant consideration under the Act and would require the City to sacrifice its own interests and objectives. Accordingly, TIF is used to offset a portion of these costs in order to facilitate the version of the Redevelopment Project that is most desirable to and in the best interest of the City; i.e., the version proposed in this Redevelopment Plan.

Of further relevant consideration, siting of gaming facilities is competitive and would be desirable to many other communities willing to provide the economic incentives at their disposal (such as TIF) to facilitate the same. As such, the Redevelopment Project would not occur within the Redevelopment Area, or the City as a whole, without the use of TIF. If the City denies the use of TIF for the Redevelopment Project, it is likely Redeveloper would not seek to rework the plans in an effort to obviate the need for TIF, but rather relocate the project to a different community willing to provide greater assistance.

In light of the foregoing representations of Redeveloper and other relevant considerations, the Redevelopment Project, as proposed herein, is not economically viable without the assistance of TIF and Redeveloper would not construct the same without TIF.

2. Sources and Uses of Financing

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of one or more TIF bond(s) or note(s) (the "TIF Indebtedness") in an aggregate principal amount not to exceed \$13,250,000. The TIF Indebtedness shall bear interest at a rate not to exceed 5.0% per annum. The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the Redevelopment Contract or resolution authorizing the issuance of the TIF Indebtedness.

The total estimated cost of the Redevelopment Project is \$89,039,538. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

J. Cost-Benefit Analysis

A cost-benefit analysis for the Redevelopment Project is attached as Exhibit "F" and incorporated herein.

Exhibits:

- Exhibit A: Redevelopment Area
- Exhibit A-1: Project Site and Existing Land Use
- Exhibit B: Future Land Use Map
- Exhibit C: Site Plan and Future Land Use
- Exhibit D: Estimated Construction Cost of the Redevelopment Project
- Exhibit E: Sources and Uses of TIF
- Exhibit F: Cost-Benefit Analysis

EXHIBIT "A"

Redevelopment Area and Existing Land Use

Depiction of Redevelopment Area (shaded in red):

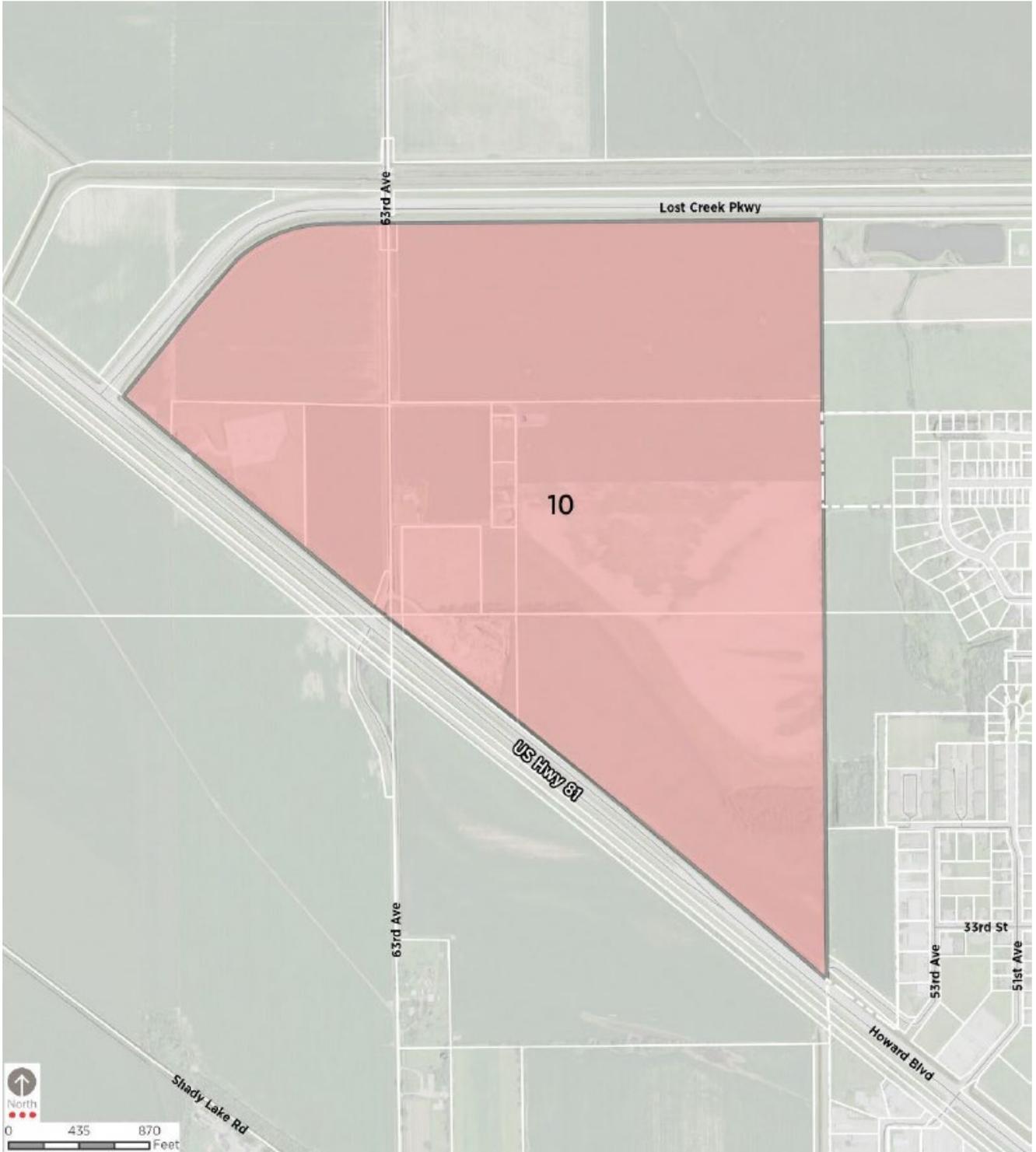


Exhibit "A"

Existing Conditions of Redevelopment Area and Surrounding Area:

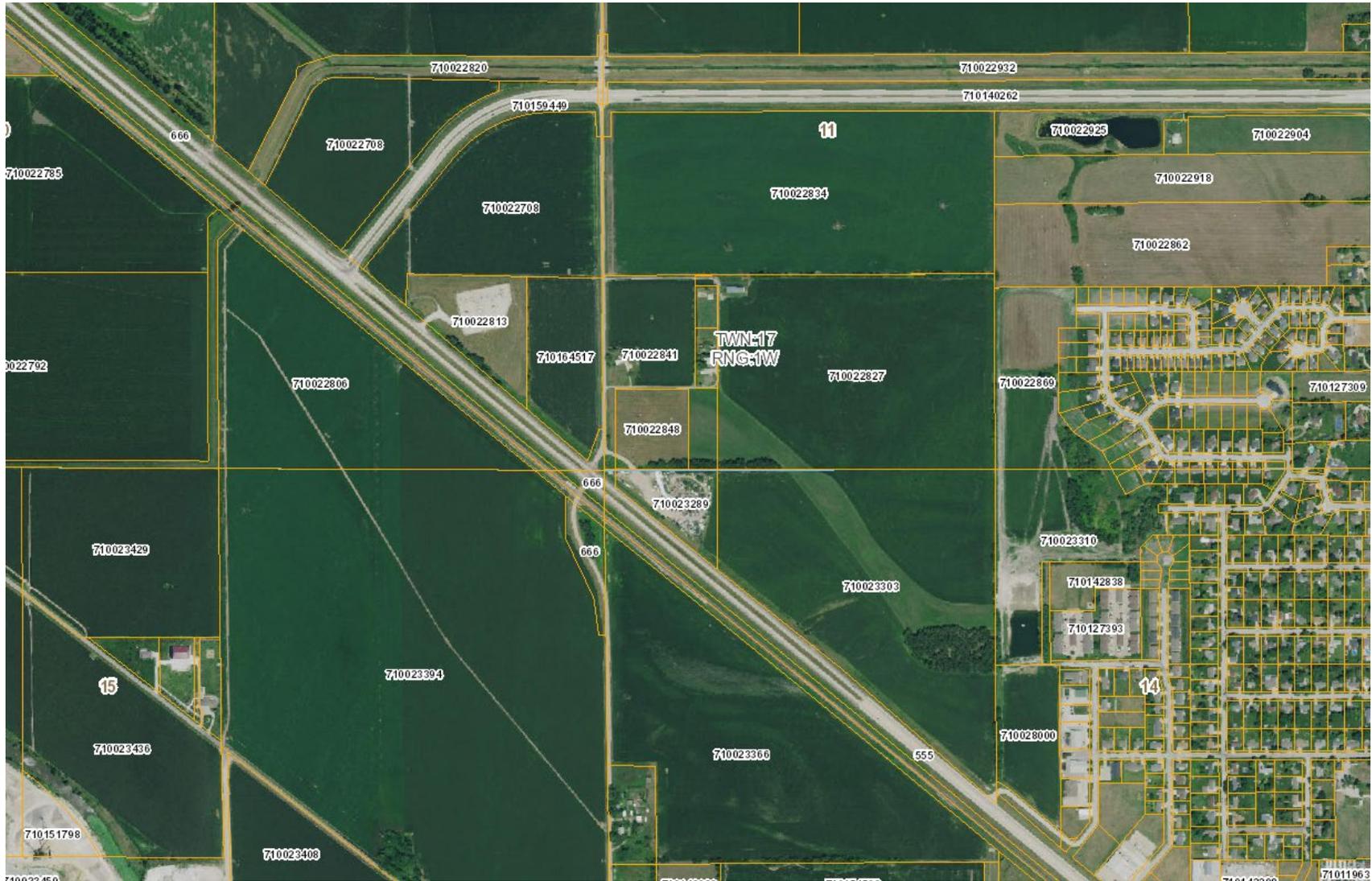


Exhibit "A"

EXHIBIT "A-1"

Project Site and Existing Land Use

Legal Description:

Parcel Nos: 710022841, 710022827, 710023289, 710023303, 710135971, and 710135978

(See attached for full legal description)

* It is anticipated that Redeveloper will reconfigure the Project Site via subdivision or replat. In accordance with the same, the legal description(s) of such subdivided or replatted parcel(s) comprising the Project Site, upon final approval of the City with respect thereto, shall replace and supersede the above and attached.

LEGAL DESCRIPTION OF PROPERTY

Parcel 1:

A tract of land commencing at the Southwest corner of the Southwest Quarter (SW ¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska; thence 1,315.3 feet North 00°00' East along the West line of the said Southwest Quarter (SW ¼) to the Northwest corner of the South Half of the Southwest Quarter (S½ SW¼); thence 628.5 feet South 89°32' East along the North line of the South Half of said Southwest Quarter (S½ SW¼) to a point; thence 765.14 feet South, 00°00' East parallel to the West line of said Southwest Quarter (SW ¼) to a point; thence 150.0 feet South 90°00' East to a point; thence 552.70 feet South 00°00' East parallel to the West line of the said Southwest Quarter (SW ¼) to a point on the South line of said Southwest Quarter (SW¼); thence 778.5 feet, North 89°26' West along the South line of said Southwest Quarter (SW¼) to the point of beginning. EXCEPT: Referring to the Southwest corner of the Southwest Quarter (SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., in Platte County, Nebraska; thence 78.0 feet South, 89°26' East to the point of beginning; thence 545.2 feet, North 0°00' East parallel to the West line of said Southwest Quarter (SW ¼); thence 503.0 feet South, 90°00' East; thence 550.95 feet South, 0°00' East parallel to the West line of said Southwest Quarter (SW¼) to the South line of said Southwest Quarter (SW¼); thence 503.03 feet North, 89°26' West along the South line of said Southwest Quarter (SW ¼) to the point of beginning. AND FURTHER EXCEPTING: A tract of land located in the Southwest Quarter (SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska described as follows: Beginning at the Southwest corner of said Quarter Section; thence Northerly a distance of 170.07 feet along the Westerly line of said Quarter Section; thence Southeasterly deflecting 116°07'58" Right, a distance of 86.88 feet to a point on Grantor's Easterly property line; thence Southerly deflecting 063°52'02" Right; along said Grantor's Easterly property line, a distance of 132.61 feet to a point on the Southerly line of said Quarter Section; thence Westerly deflecting 090°35'50" Right, along the Southerly line of said Quarter Section a distance of 78.00 feet to the point of beginning.

Parcel 2:

The South Half of the Southwest Quarter (S½ SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, EXCEPT the following: Commencing at a point 545 North of the Southwest corner of the Southwest Quarter (SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska; thence E 628.5 feet at a 90° angle to the West line of said Southwest Quarter (SW ¼) to a point of beginning; thence North 693 feet parallel to the West line of the said Southwest Quarter (SW ¼) to a point; thence East 150 feet perpendicular to the West line of the said Southwest Quarter (SW ¼) to a point; thence South 693 feet parallel to the West line of the said Southwest Quarter (SW ¼) to a point; thence West 150 feet to the point of beginning, all located in the Southwest Quarter (SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, also including right of ingress and egress over a roadway described as follows: Part of the Southwest Quarter (SW ¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County,

Nebraska, more particularly described as follows: Commencing at a point 1,238 feet North of the Southwest corner of said Southwest Quarter (SW ¼); thence East 745.5 feet, thence North 82.0 feet, thence West 745.5 feet, thence South 82 feet, to the place of beginning, A/K/A Terry Subdivision, a Minor Subdivision located in the South Half of the Southwest Quarter (S½ SW¼), Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska. AND FURTHER EXCEPTING: Commencing at the Southwest corner of the Southwest Quarter (SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska; thence 1,315.3 feet North 00 °00' East along the West line of the said Southwest Quarter (SW¼) to the Northwest corner of the South Half of said Southwest Quarter (S ½ SW¼); thence 628.5 feet South 89°32' East along the North line of the South Half of said Southwest Quarter (S ½ SW¼) to a point; thence 765.14 feet South, 00°00' East parallel to the West line of said Southwest Quarter (SW ¼) to a point; thence 150.0 feet South 90°00' East to a point; thence 552.70 feet South 00 °00' East parallel to the West line of the said Southwest Quarter (SW¼) to a point on the South line of said Southwest Quarter (SW¼); thence 778.5 feet, North 89°26' West along the South line of said Southwest Quarter (SW ¼) to the point of beginning.

Parcel 3:

A tract of land commencing at the Northwest corner of the Northwest Quarter (NW¼) of Section Fourteen (14), Township Seventeen (17) North, Range One (1) West of the 6th P.M., in Platte County, Nebraska; thence 778.5 feet East along the North line of the said Northwest Quarter (NW ¼) to a point; thence 707.4 feet South at a deflection angle of 90 ° right to a point on the North right-of-way line of U.S. Highway #81; thence 1,002.5 feet Northwesterly along said right-of-way line to a point on the West line of the said Northwest Quarter (NW¼); thence 73.9 feet North along the West line of the said Northwest Quarter (NW ¼) to the point of beginning, all in the said Northwest Quarter (NW ¼). EXCEPT that part deeded to The State of Nebraska as set out in Warranty Deed dated June 22, 1961 and recorded July 11, 1961 in Book 120, Page 569; AND FURTHER EXCEPTING that part set out in the Return of Appraisers dated September 27, 1995 and recorded May 5, 1997 in Book 91, Page 113.

Parcel 4:

All that part of the Northwest Quarter (NW¼) of Section Fourteen (14), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, lying North and East of the present U.S. Highway #81, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW¼) of Section Fourteen (14), thence West 2,681.3 feet along the North line of said Northwest Quarter (NW¼) of Section Fourteen (14), to the Northwest corner of said Northwest Quarter (NW ¼) of Section Fourteen (14), thence South 73.9 feet along the West line of said Northwest Quarter (NW ¼) of Section Fourteen (14), to a point on the North right-of-way line of State Highway #81, thence Southeast along the North right-of-way line of State Highway #81 to a point on the East line of said Northwest Quarter (NW¼) of Section Fourteen (14), said point lying 379.6 feet North of the Southeast corner of the Northwest Quarter (NW¼) of Section Fourteen (14), thence North 2,270.3 feet along the East line of said Northwest Quarter (NW¼) of Section Fourteen (14), to the point of beginning; EXCEPT a tract of land commencing at the Northwest corner of the Northwest Quarter (NW ¼) of Section Fourteen (14), Township Seventeen (17) North, Range One (1) West of the 6th P.M., in Platte County, Nebraska; thence 778.5 feet East along the North line of the said Northwest Quarter (NW¼) to a point; thence 707.4

feet South at a deflection angle of 90 ° right to a point on the North right-of-way line of U.S. Highway #81; thence 1,002.5 feet Northwesterly along said right-of-way line to a point on the West line of the said Northwest Quarter (NW¼); thence 73.9 feet North along the West line of the said Northwest Quarter (NW ¼) to the point of beginning, all in the said Northwest Quarter (NW¼). EXCEPT that part deeded to The State of Nebraska as set out in Warranty Deed dated June 22, 1961 and recorded July 11, 1961 in Book 120, Page 569; AND FURTHER EXCEPTING that part set out in the Return of Appraisers dated September 27, 1995 and recorded May 5, 1997 in Book 91, Page 113.

2. DESCRIPTION OF THE PROPERTY Terry Property

Address: 3997 63rd Ave. Columbus, NE. Zip Code: 68601

Legal Description of the Land: situated in the County of Platte, State of Nebraska, to-wit, Lots One and Two (1 & 2), Terry Subdivision, Columbus, Platte County, Nebraska. Commencing at a Point 545 feet North of the Southwest corner of the Southwest quarter (SW 1/4) of Section 11, Township 17 North, Range One (1) West of the 6th P.M., Platte County, Nebraska, thence East 628 feet at a 90 degree angle to the West line of said Southwest quarter (SW 1/4) to a Point of Beginning; thence North 693 feet parallel to the West line of the said Southwest quarter (SW 1/4) to a point thence East 150 feet perpendicular to the West line of the said southwest quarter (SW 1/4) to a point, thence South 693 feet parallel to the West line of the said Southwest quarter (SW 1/4) of Section 11, Township 17 North, Range One (1) West of the 6th P.M., Platte County, Nebraska. Subject to all easements, covenants, conditions, reservations, leases and restrictions of record, all legal highways, all rights of way, all zoning, building and other laws, ordinances, and regulation, all rights of tenants in possession, and all real estate taxes and assessments not yet due and payable.

The Property shall include the above-described land, together with all improvements thereon, all appurtenant rights, privileges, easements, fixtures, and all of, but not limited to, the following items if they are now located on the Property and used in connection therewith: electrical, plumbing, heating, ventilation and air conditioning equipment; refrigerators, freezers; washers/dryers; bathroom fixtures; shades; blinds; awnings; curtain/drapery/ traverse rods; window/door screens, storm windows/doors; shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall, inlaid and stair carpeting (attached or otherwise); fireplace inserts; fireplace screens/glass doors; wood stove; gas logs and starters; television aerials/rotor operating boxes/satellite dishes (including non-leased components); water softeners; water purifiers; central vacuum systems and equipment; garage door openers/ operating devices; ranges, ovens, microwaves, refrigerators, dishwashers, garbage disposals, trash compactors, humidifiers; all security alarm systems and controls; all affixed or built-in furniture/ fixtures; utility/storage buildings/structures; in ground/above ground swimming pools and equipment; swing sets/play sets; affixed basketball backboard/pole; propane tank/ oil tank and contents thereof together with the fixtures and personal property described below (check items included in sale).

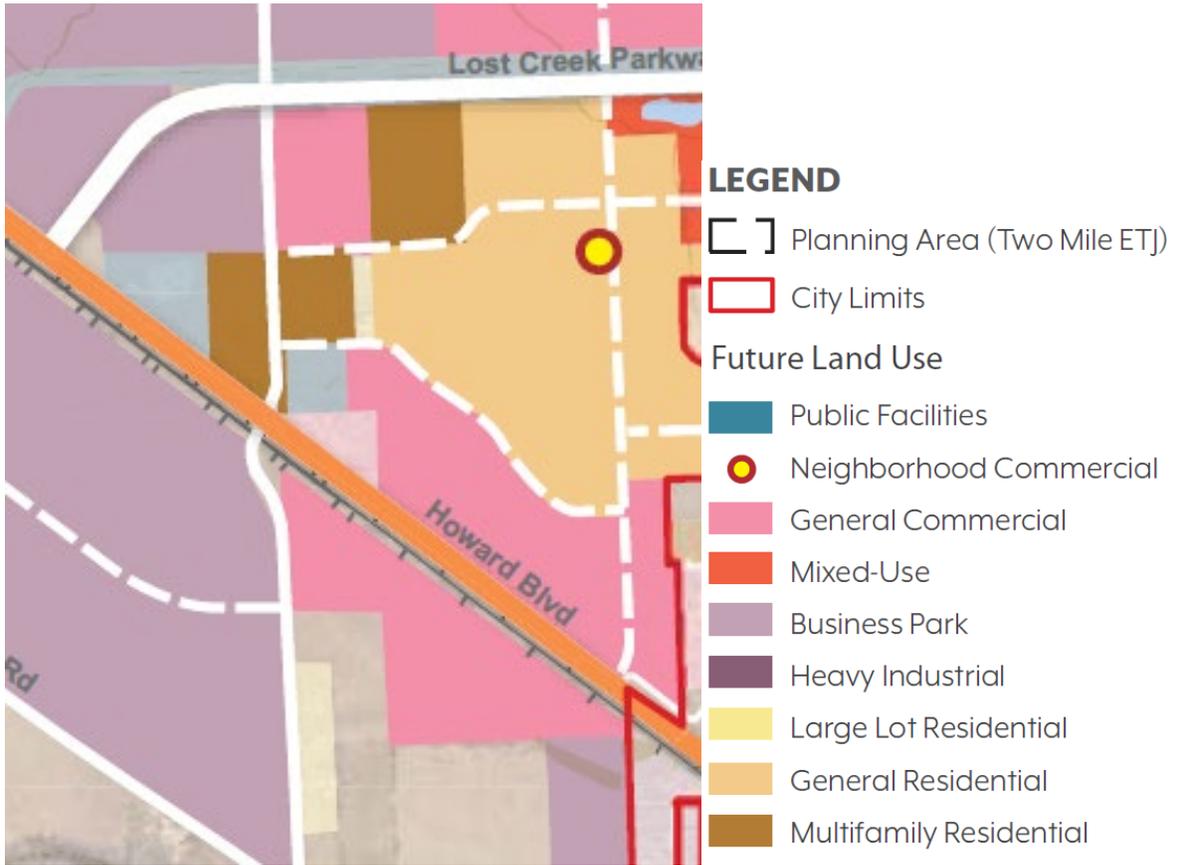
Depiction and Current Condition (outlined in red):



* Parcel 710022848 is a cellular tower site and is not a part of the Project Site.

EXHIBIT "B"

Future Land Use Map



* Project Site currently designated as a mix of multifamily residential, general residential, and general commercial.

EXHIBIT "C"

Preliminary Site Plans and Future Land Uses

(See Attached)

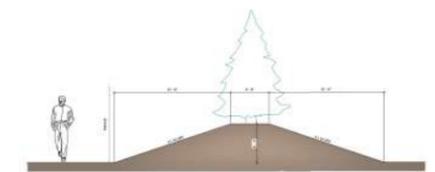
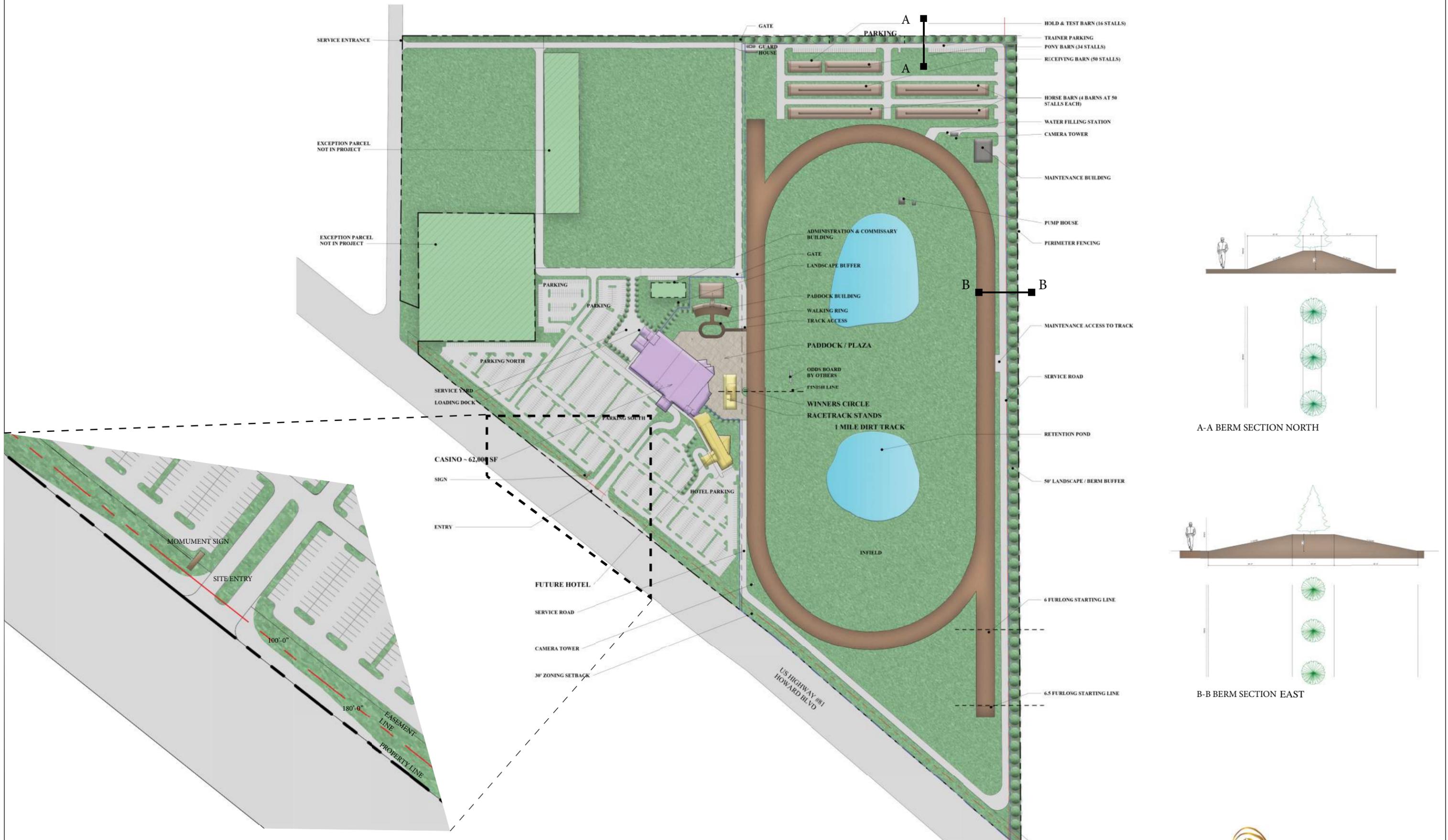
* The attached are preliminary plans and are subject to change.

Exhibit "C"

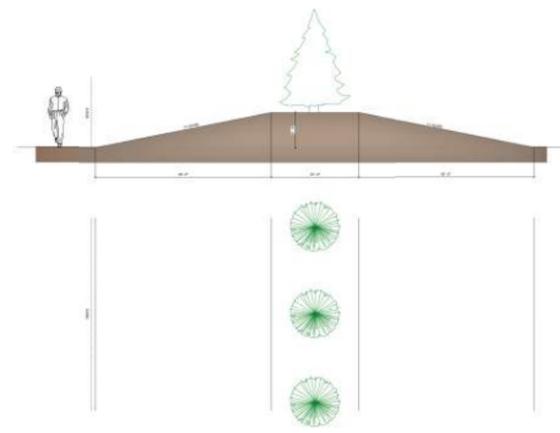
Harrahs®

COLUMBUS, NEBRASKA CASINO & HORSE RACING

CONCEPT DESIGN PRESENTATION PACKAGE



A-A BERM SECTION NORTH

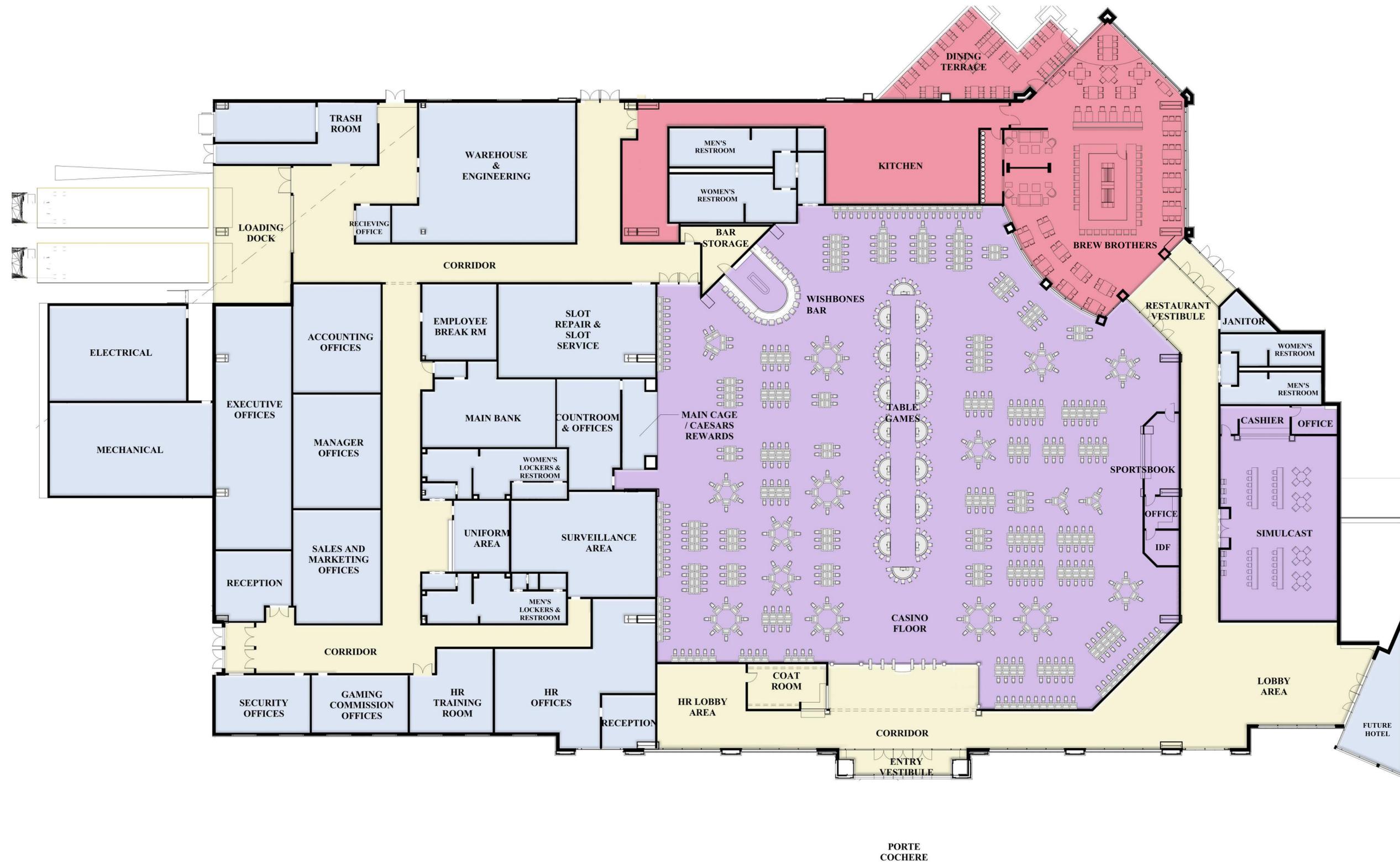


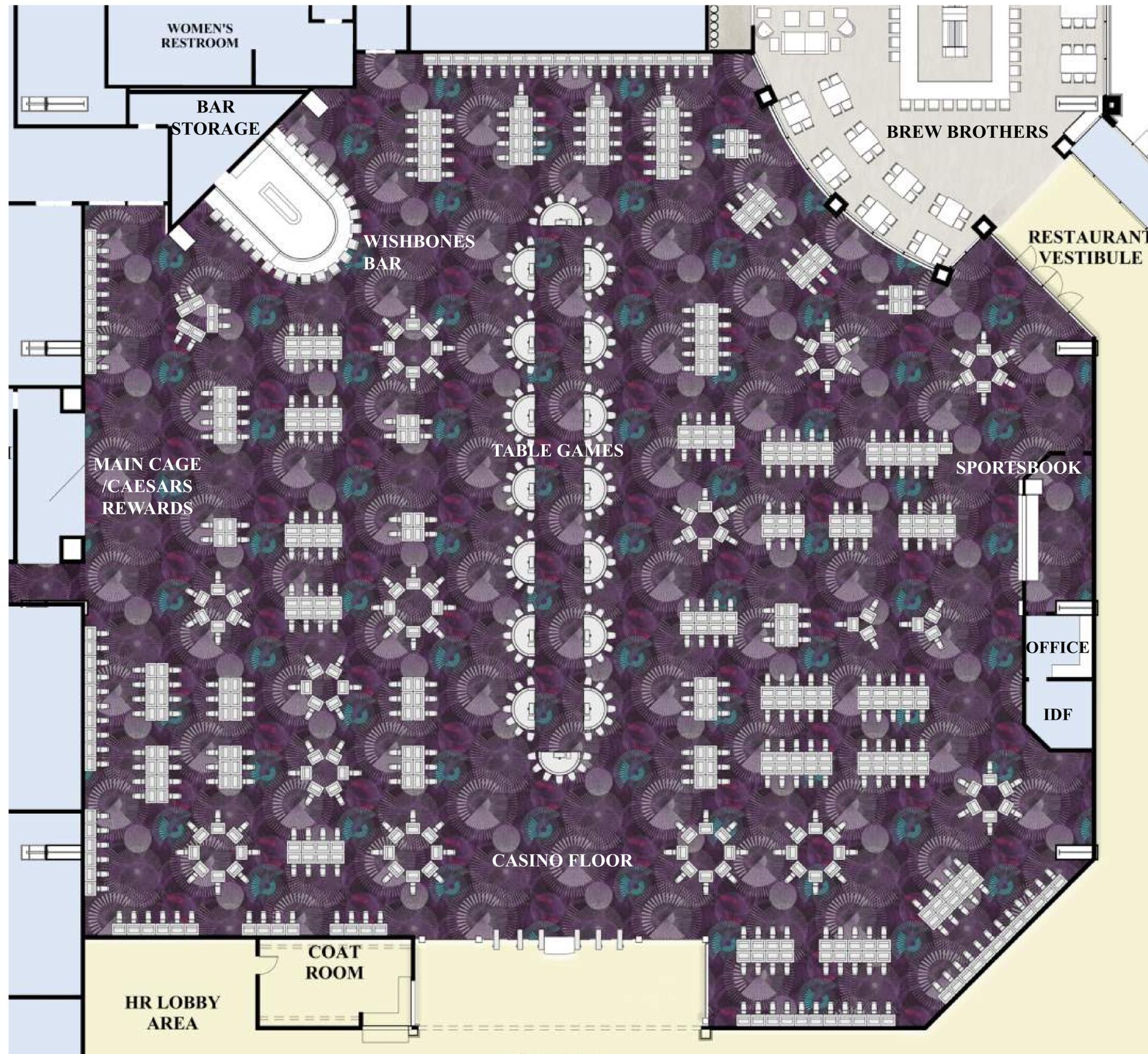
B-B BERM SECTION EAST

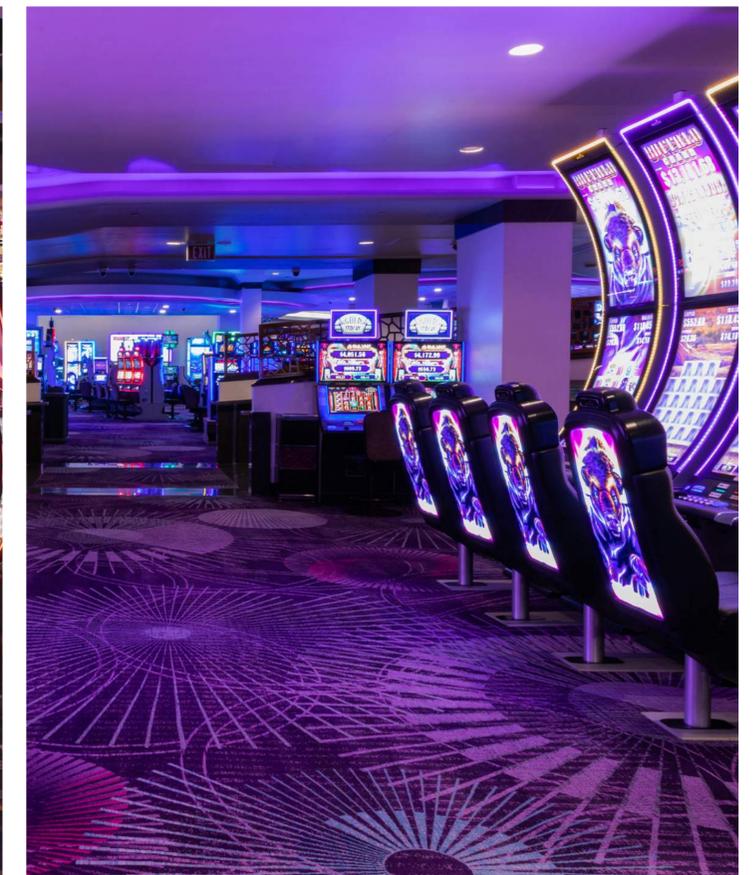


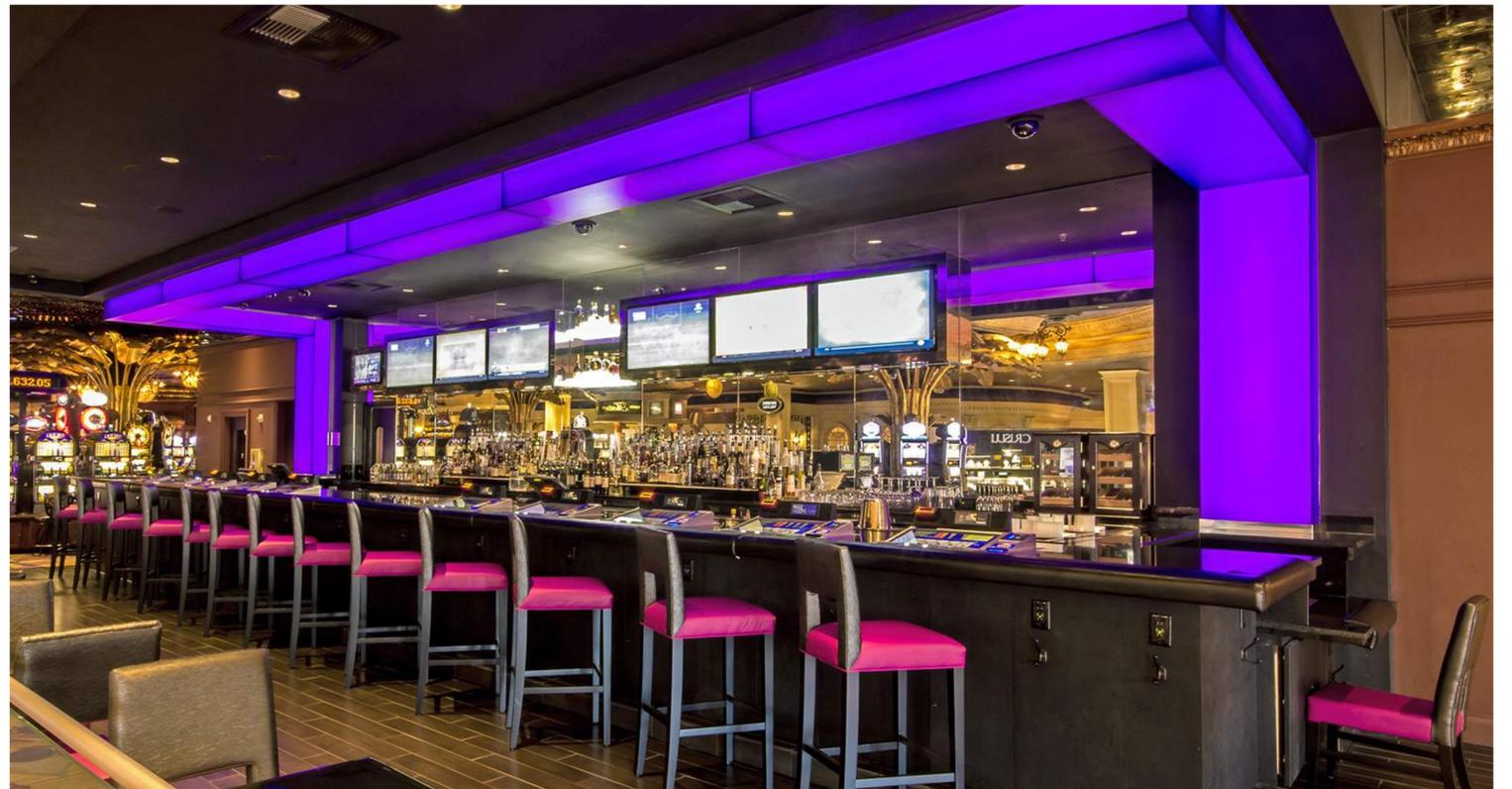


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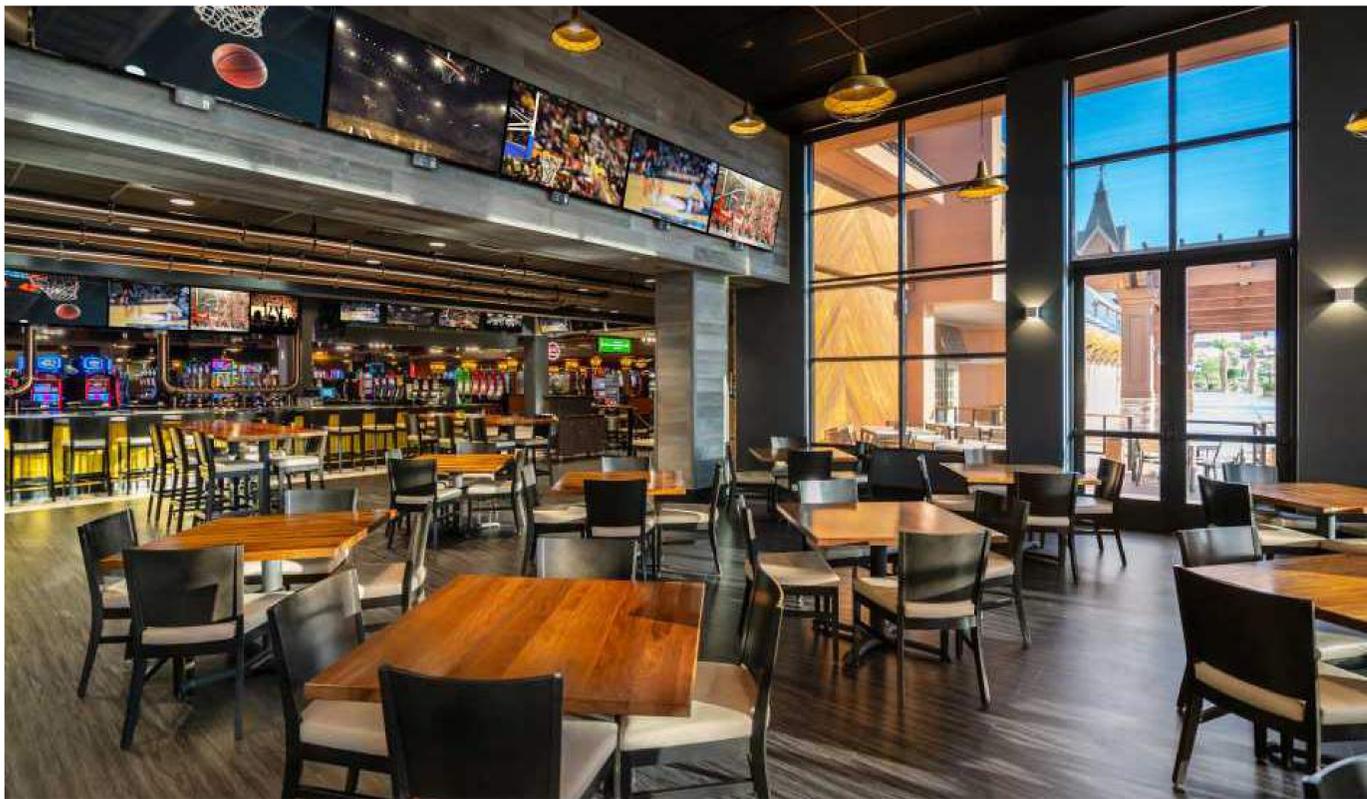
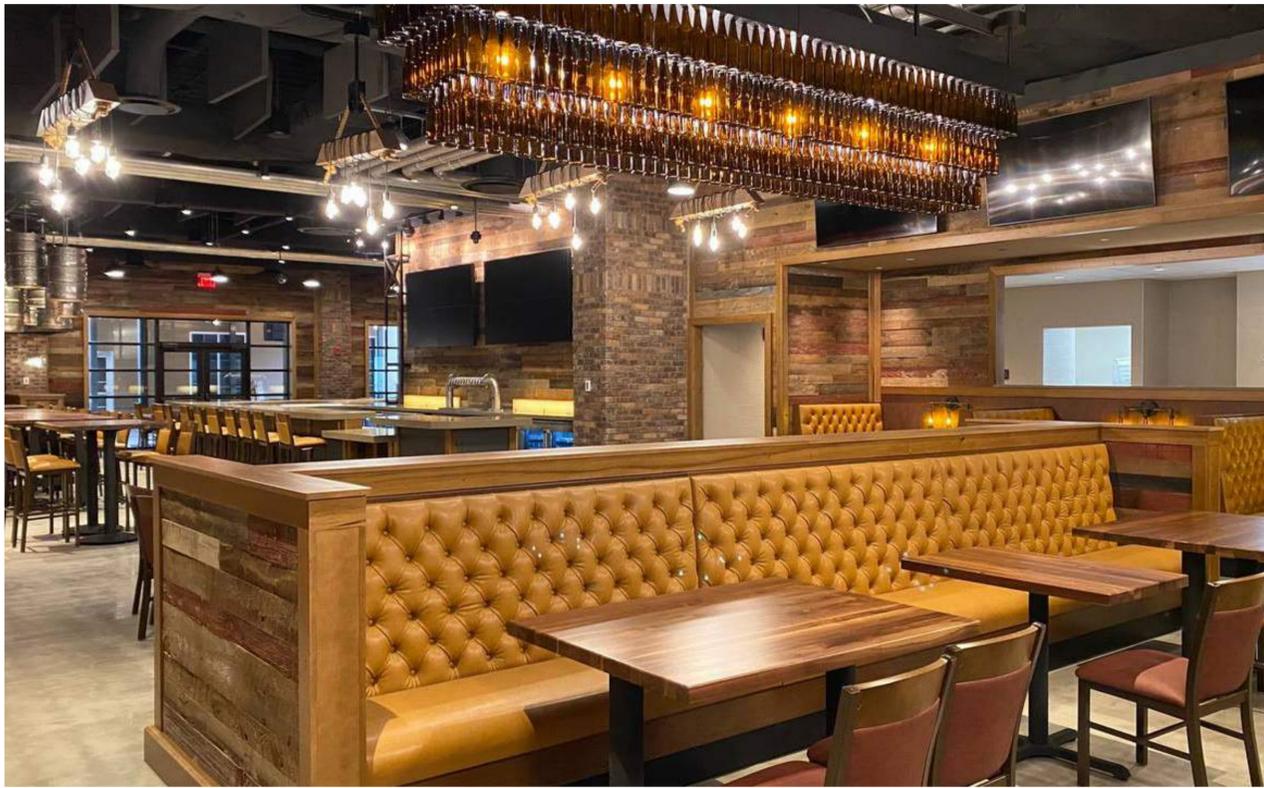








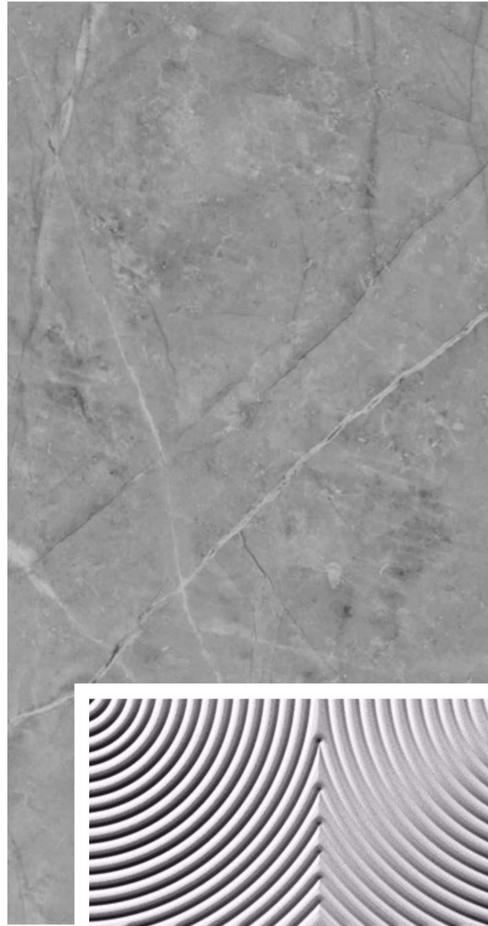




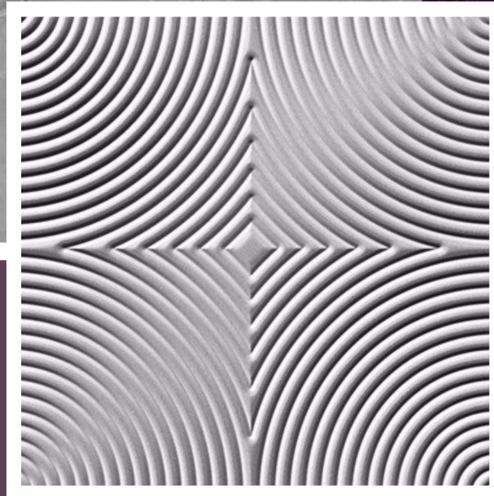


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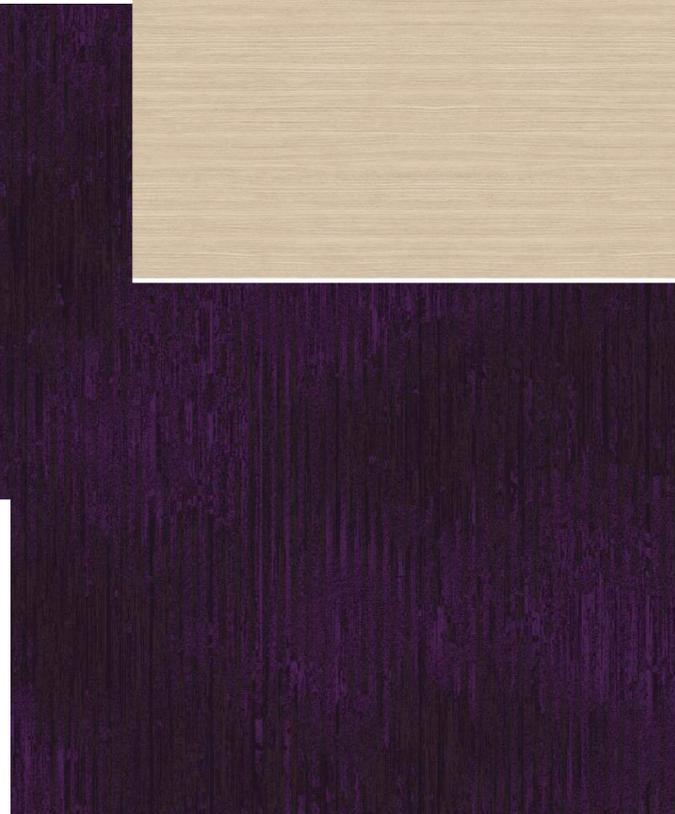
STONE SLAB



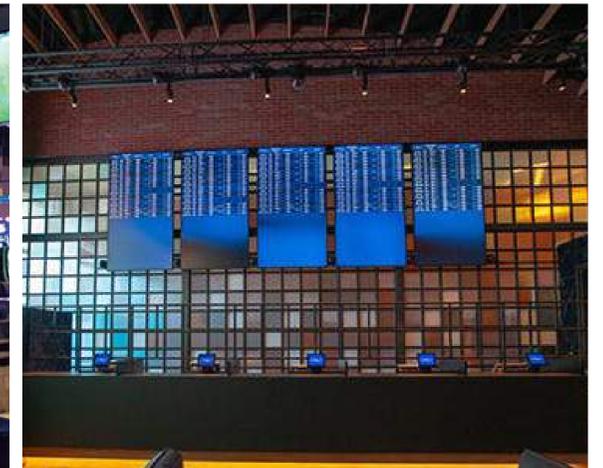
LAMINATE WOODGRAIN



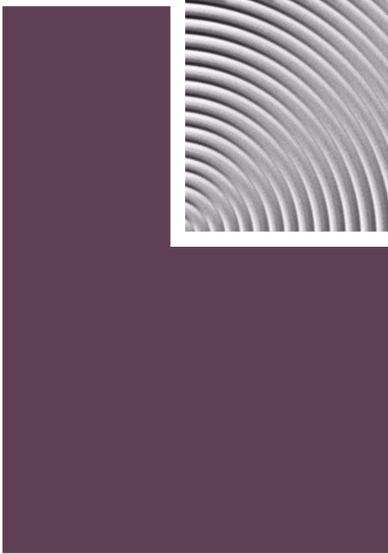
DECORATIVE CEILING TILE



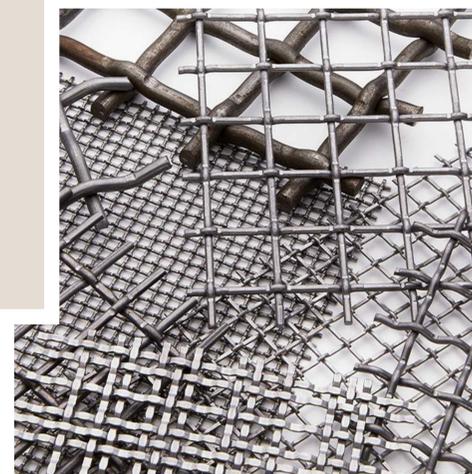
SPORTSBOOK CARPET



SPORTSBOOK PAINT



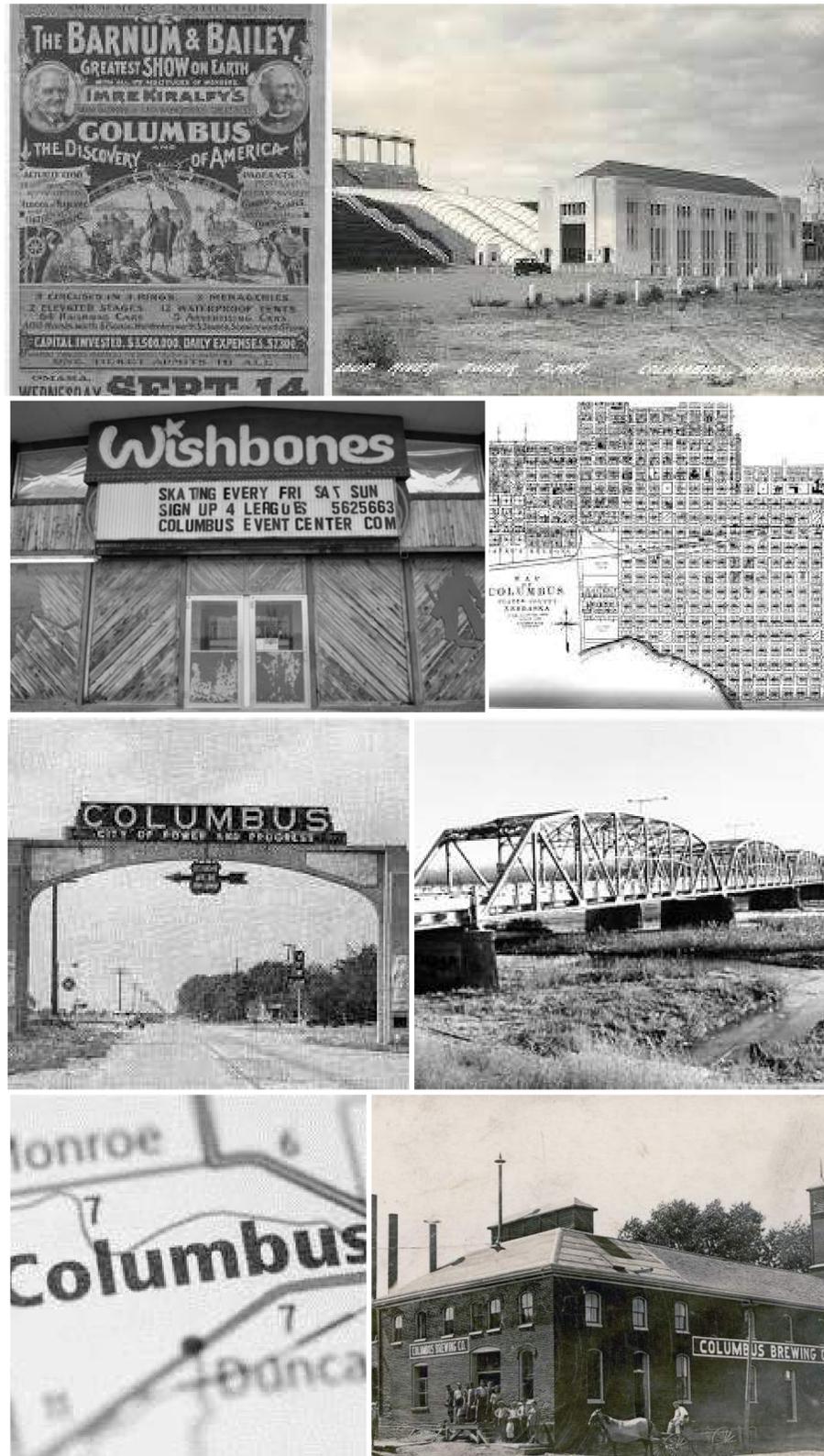
SPORTSBOOK PAINT



WIRE MESH FINISHES



ART WORK



FURNITURE



LIGHTING



CORRIDOR WALLCOVERING



TILE FLOOR



PAINT

Grandstands

Track

Scale: 1" = 50'-0"

One Story Casino

Enclosed Link

Outdoor Patio

Glass Pool Building

Four Story Hotel

Loading

Dual Branded Fairfield Inn and Suites + Townplace Suites by Marriott

US Highway 81, Columbus, Nebraska 68601

SITE PLAN

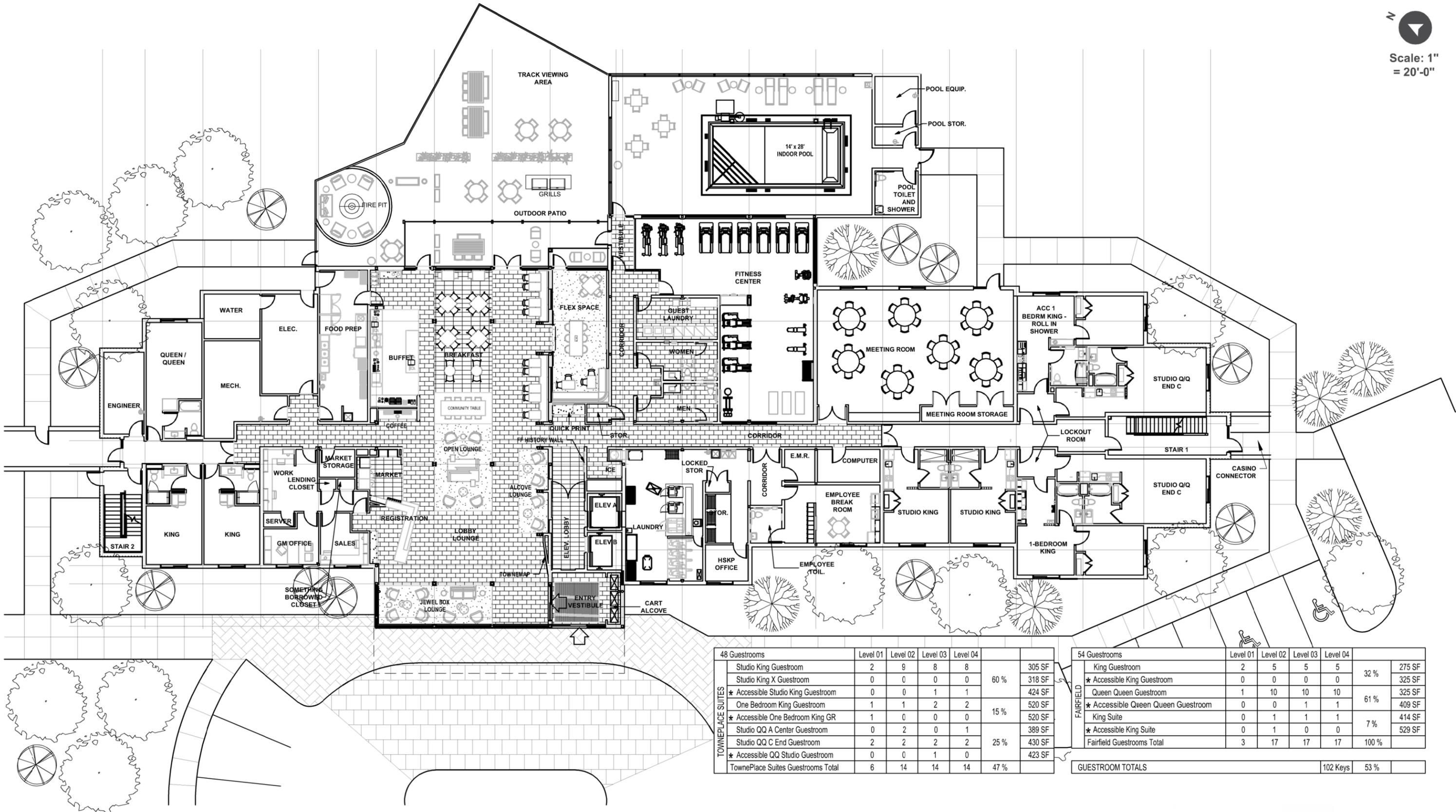
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01.12.2022





Scale: 1" = 20'-0"



48 Guestrooms		Level 01	Level 02	Level 03	Level 04		
TOWNEPLACE SUITES	Studio King Guestroom	2	9	8	8		305 SF
	Studio King X Guestroom	0	0	0	0	60 %	318 SF
	* Accessible Studio King Guestroom	0	0	1	1		424 SF
	One Bedroom King Guestroom	1	1	2	2	15 %	520 SF
	* Accessible One Bedroom King GR	1	0	0	0		520 SF
	Studio QQ A Center Guestroom	0	2	0	1		389 SF
	Studio QQ C End Guestroom	2	2	2	2	25 %	430 SF
	* Accessible QQ Studio Guestroom	0	0	1	0		423 SF
TownePlace Suites Guestrooms Total		6	14	14	14	47 %	

54 Guestrooms		Level 01	Level 02	Level 03	Level 04			
FAIRFIELD	King Guestroom	2	5	5	5		275 SF	
	* Accessible King Guestroom	0	0	0	0	32 %	325 SF	
	Queen Queen Guestroom	1	10	10	10	61 %	325 SF	
	* Accessible Queen Queen Guestroom	0	0	1	1		409 SF	
	King Suite	0	1	1	1	7 %	414 SF	
	* Accessible King Suite	0	1	0	0		529 SF	
	Fairfield Guestrooms Total		3	17	17	17	100 %	

GUESTROOM TOTALS						102 Keys	53 %

Dual Branded Fairfield Inn and Suites + Townplace Suites by Marriott

US Highway 81, Columbus, Nebraska 68601

LEVEL 01

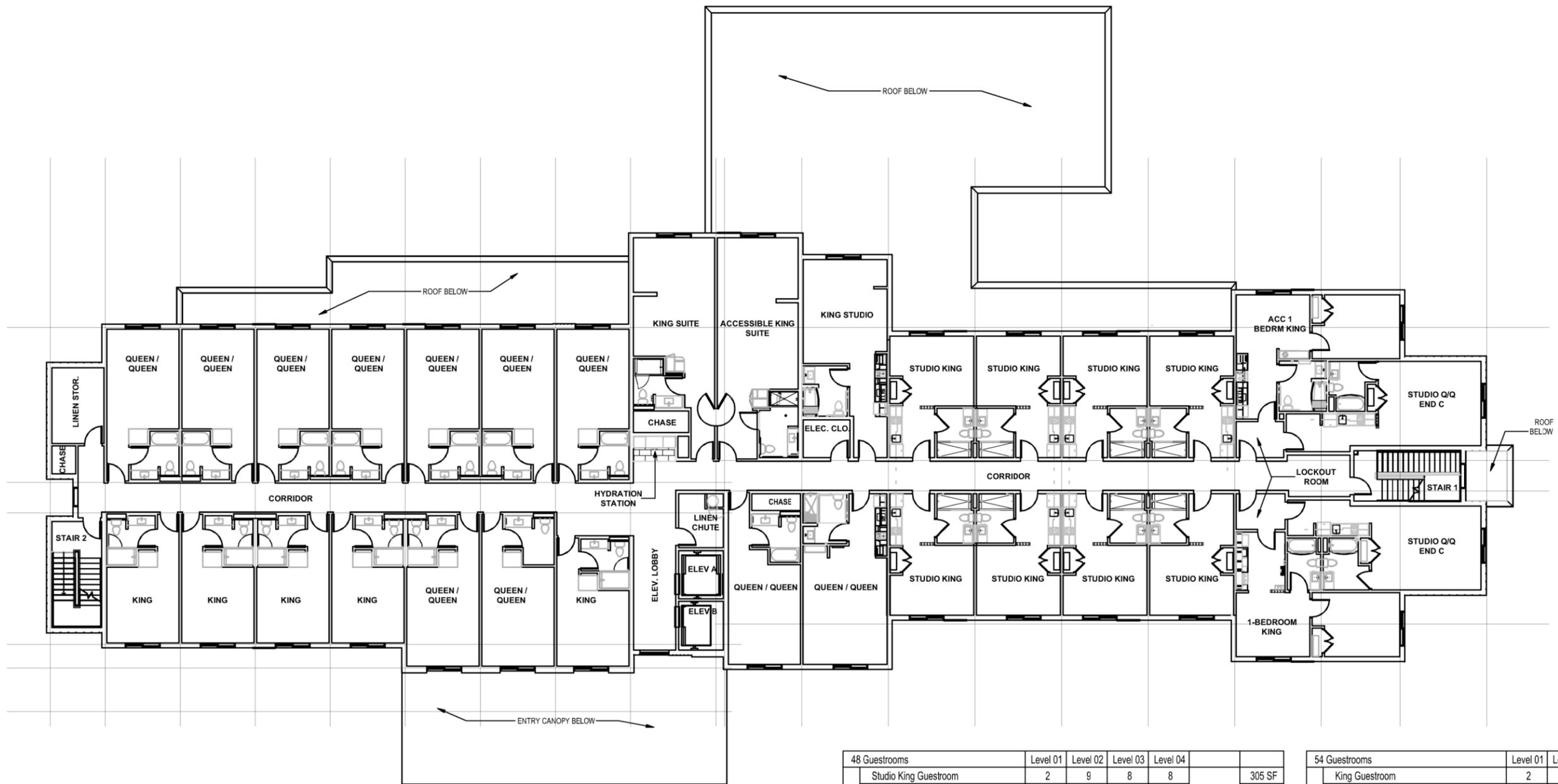
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Scale: 1" = 20'-0"



48 Guestrooms		Level 01	Level 02	Level 03	Level 04			
TOWNEPLACE SUITES	Studio King Guestroom	2	9	8	8	60 %	305 SF	
	Studio King X Guestroom	0	0	0	0		318 SF	
	* Accessible Studio King Guestroom	0	0	1	1	15 %	424 SF	
	One Bedroom King Guestroom	1	1	2	2		520 SF	
	* Accessible One Bedroom King GR	1	0	0	0		520 SF	
	Studio QQ A Center Guestroom	0	2	0	1	25 %	389 SF	
	Studio QQ C End Guestroom	2	2	2	2		430 SF	
	* Accessible QQ Studio Guestroom	0	0	1	0		423 SF	
	TownePlace Suites Guestrooms Total		6	14	14	14	47 %	

54 Guestrooms		Level 01	Level 02	Level 03	Level 04			
FAIRFIELD	King Guestroom	2	5	5	5	32 %	275 SF	
	* Accessible King Guestroom	0	0	0	0		325 SF	
	Queen Queen Guestroom	1	10	10	10	61 %	325 SF	
	* Accessible Queen Queen Guestroom	0	0	1	1		409 SF	
	King Suite	0	1	1	1	7 %	414 SF	
	* Accessible King Suite	0	1	0	0		529 SF	
	Fairfield Guestrooms Total		3	17	17	17	100 %	

GUESTROOM TOTALS						102 Keys	53 %
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Dual Branded Fairfield Inn and Suites + Townplace Suites by Marriott

US Highway 81, Columbus, Nebraska 68601

LEVEL 02

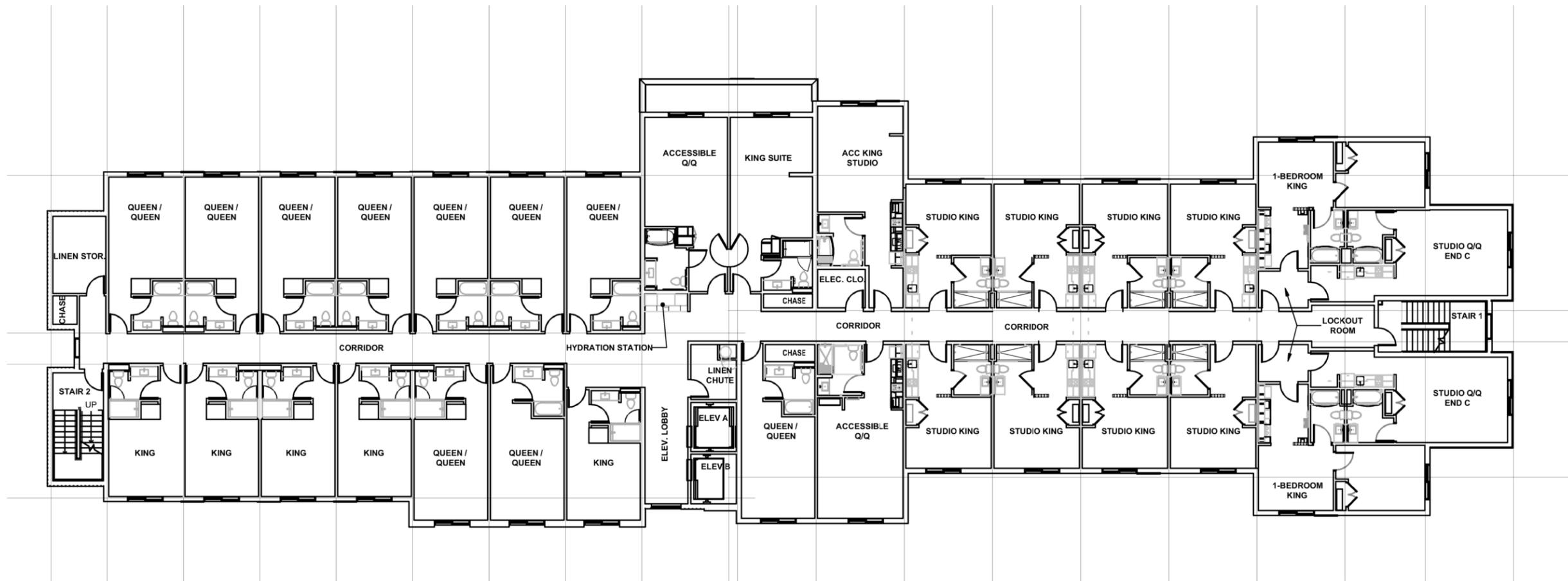
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Scale: 1" = 20'-0"



48 Guestrooms		Level 01	Level 02	Level 03	Level 04			
TOWNEPLACE SUITES	Studio King Guestroom	2	9	8	8	60 %	305 SF	
	Studio King X Guestroom	0	0	0	0		318 SF	
	* Accessible Studio King Guestroom	0	0	1	1	15 %	424 SF	
	One Bedroom King Guestroom	1	1	2	2		520 SF	
	* Accessible One Bedroom King GR	1	0	0	0		520 SF	
	Studio QQ A Center Guestroom	0	2	0	1	25 %	389 SF	
	Studio QQ C End Guestroom	2	2	2	2		430 SF	
	* Accessible QQ Studio Guestroom	0	0	1	0		423 SF	
	TownePlace Suites Guestrooms Total		6	14	14	14	47 %	

54 Guestrooms		Level 01	Level 02	Level 03	Level 04		
FAIRFIELD	King Guestroom	2	5	5	5	32 %	275 SF
	* Accessible King Guestroom	0	0	0	0		325 SF
	Queen Queen Guestroom	1	10	10	10	61 %	325 SF
	* Accessible Queen Queen Guestroom	0	0	1	1		409 SF
	King Suite	0	1	1	1		414 SF
	* Accessible King Suite	0	1	0	0	7 %	529 SF
	Fairfield Guestrooms Total		3	17	17		17

GUESTROOM TOTALS					102 Keys	53 %	
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Dual Branded Fairfield Inn and Suites + Townplace Suites by Marriott

US Highway 81, Columbus, Nebraska 68601

LEVEL 03

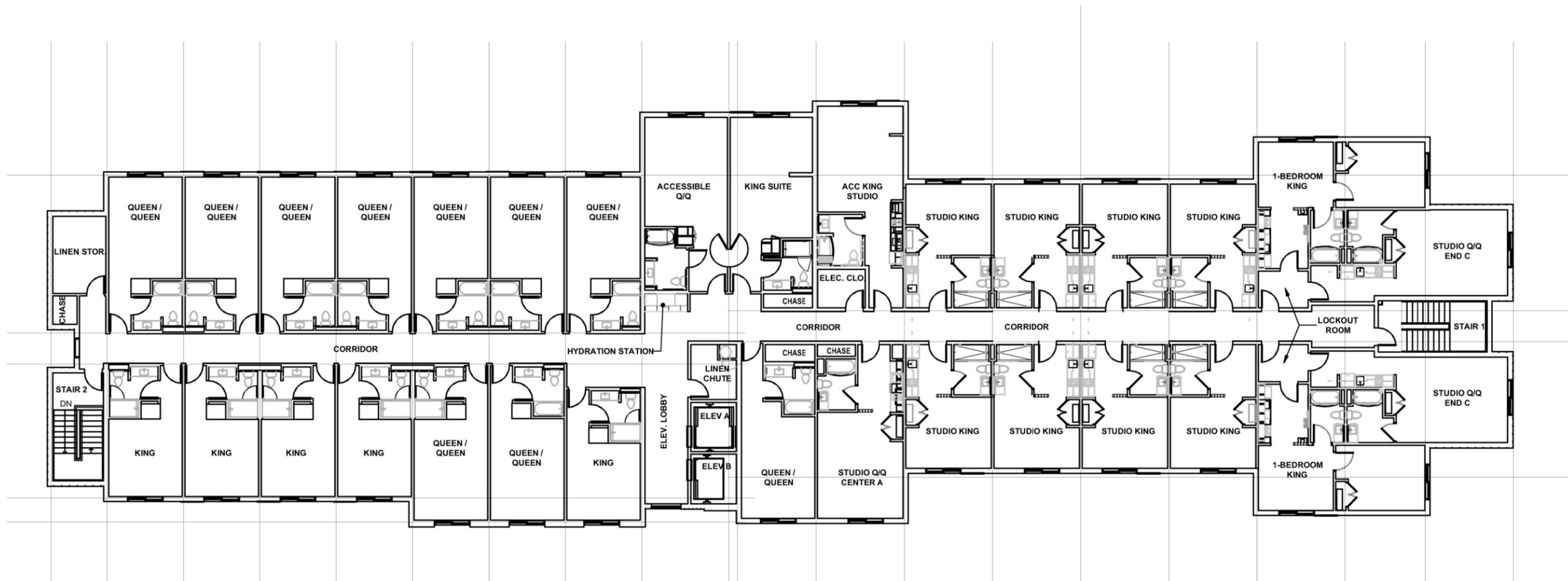
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Scale: 1" = 20'-0"



48 Guestrooms		Level 01	Level 02	Level 03	Level 04			
TOWNEPLACE SUITES	Studio King Guestroom	2	9	8	8	60 %	305 SF	
	Studio King X Guestroom	0	0	0	0		318 SF	
	* Accessible Studio King Guestroom	0	0	1	1	15 %	424 SF	
	One Bedroom King Guestroom	1	1	2	2		520 SF	
	* Accessible One Bedroom King GR	1	0	0	0		520 SF	
	Studio QQ A Center Guestroom	0	2	0	1	25 %	389 SF	
	Studio QQ C End Guestroom	2	2	2	2		430 SF	
	* Accessible QQ Studio Guestroom	0	0	1	0		423 SF	
	TownePlace Suites Guestrooms Total		6	14	14	14	47 %	

54 Guestrooms		Level 01	Level 02	Level 03	Level 04		
FAIRFIELD	King Guestroom	2	5	5	5	32 %	275 SF
	* Accessible King Guestroom	0	0	0	0		325 SF
	Queen Queen Guestroom	1	10	10	10	61 %	325 SF
	* Accessible Queen Queen Guestroom	0	0	1	1		409 SF
	King Suite	0	1	1	1		414 SF
	* Accessible King Suite	0	1	0	0	7 %	529 SF
	Fairfield Guestrooms Total	3	17	17	17		100 %

GUESTROOM TOTALS					102 Keys	53 %	
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Dual Branded Fairfield Inn and Suites + Townplace Suites by Marriott

US Highway 81, Columbus, Nebraska 68601

LEVEL 04

21505.00

01.13.2022





Dual Branded Fairfield Inn and Suites + Townplace Suites by Marriott

US Highway 81, Columbus, Nebraska 68601

ELEVATIONS

21505.00

01.18.2022



EXHIBIT "D"

Estimate of Construction Costs

Land Acquisition	\$4,750,000
Site Development & Preparation	\$34,998,847
Private Improvements	\$43,867,103
Legal Fees	\$200,000
Architecture & Engineering	\$3,409,000
Financing Costs	\$90,000
Contingencies	\$1,724,588
TOTAL:	\$89,039,538

* The above figures are estimated values based on current pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and completion of construction.

EXHIBIT "E"

Sources and Uses of TIF

USES:*

Demolition	\$580,320
Site Preparation	\$2,857,488
Streets	\$8,761,451
Water	\$1,690,293
Sanitary Sewer	\$657,578
Electrical	\$300,000
Other Utilities	\$708,796
Public Spaces & Landscaping	\$1,556,189
Sidewalks	\$134,510
Lighting	\$1,185,747
TOTAL:	\$18,432,372

OTHER TIF-ELIGIBLE COSTS:**

Land Acquisition	\$4,750,000
Architecture & Engineering	\$3,409,000
Façade Enhancements	\$300,000
Energy Efficiency Enhancements	\$400,000
Capitalized TIF Interest	\$451,735
Legal Fees	\$200,000
TOTAL:	\$9,510,735

TOTAL TIF-ELIGIBLE COSTS: \$27,943,107

* The above "Uses" are preliminary estimates based on current pricing and are subject to change.

** While the Redevelopment Project includes additional costs that are eligible for reimbursement from TIF, it is the intent of Redeveloper, the Agency and the City that the sizing and allocation of TIF Revenues relates to site preparation, infrastructure, and public improvements – which are the basis of Redeveloper's need for TIF and/or provide the most public benefit. Notwithstanding, it is the intent of this Redevelopment Plan that any of the eligible costs anticipated herein shall be eligible for reimbursement from TIF.

SOURCES:

General Assumptions:

Base Value:	\$1,076,070
Final Value:	\$78,392,799**
Tax Levy (2021):	1.884353
TIF Indebtedness:	NTE \$13,250,000
Interest Rate:	NTE 5.0%

* The above figures are estimates based upon the assumptions in this Exhibit "E" and are subject to change.

** It is anticipated that the assessed value of the Project Site will gradually increase over time. Accordingly, the above estimated final value is the estimated average for the assessed value of the Project Site over the course of the 15-year TIF period.

EXHIBIT "F"

Cost-Benefit Analysis (Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Redevelopment Project, as described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is provided below:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the base value of the Project Site will continue to be allocated between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Redevelopment Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Redevelopment Project, the true tax shift of the Redevelopment Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15 year tax shift for the Redevelopment Project is set forth in Exhibit "E" of the Redevelopment Plan, and is adopted hereby.

Notes:

- 1. The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2021 levy rate.*

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project:

a. Public infrastructure improvements and impacts:

The Redevelopment Project requires considerable public infrastructure installation. The Project Site is adjacent to Highway 81, but is currently without viable access therefrom for the proposed uses. Accordingly, Redeveloper will construct paving for public ingress and egress from Highway 81 and/or 63rd Avenue, in addition to construction internal roadways and parking areas within the Project Site. Access to the Project Site from Highway 81 will require approval by NDOT. Redeveloper is required to pave all of 63rd Avenue between Highway 81 and Lost Creek Parkway. The public improvements for the Redevelopment Project will address any

traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project.

The Project Site requires filling and grading to properly drain the ground water runoff and provide appropriate grading levels to erect the buildings. Redeveloper will construct or extend water and sewer systems to provide appropriate service to the Project Site. Redeveloper will also construct electric, gas and telecommunications utilities extending to the buildings on the Project Site. Additionally, Redeveloper is required to construct infrastructure and utilities along or under 63rd Avenue.

The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on currently-existing City infrastructure. Rather, the Redevelopment Project requires considerable construction of infrastructure and public improvements, which positively impacts the City and its residents via the shifting of public costs to a private party.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

In accordance with the new gaming laws, it is expected a tax of 20% will be imposed on all gambling revenues derived from the Redevelopment Project. Of that 20% tax, 70% is allocated toward the state's property tax credit fund, which will result in decreases in property taxes across the state. 25% is equally split between the county and city in which the facility is located. Preliminary projections provide a range of \$63,000,000 to \$82,000,000 in annual property tax relief generated from the six existing horse track sites in Nebraska (inclusive of Ag Park in Columbus). The above figures correlate with an estimated range of \$22,500,000 to \$29,000,000 in annual revenues to be split between the applicable cities and counties. Conservatively assuming the two sites in Lincoln and Omaha will generate 60% of the total revenues, that would leave a ~10% stake for each of the other four sites. Accordingly, based upon these preliminary estimates and assumptions, the Redevelopment Project could result in additional annual tax revenues between \$2,250,000 and \$2,900,000 divided between the City and Platte County.

In addition, the Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment Project should generate immediate tax growth for the City. The different facilities constructed on the Project Site will require and pay for City services. Additionally, the City will collect sales and other taxes on the construction and operation of the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the Project Site:

The Redevelopment Project will result in new business and job creation within the Project Site. The Redevelopment Project will have a positive impact on new businesses and industries seeking to locate within Nebraska, such as the casino and hotel operators, as well as existing businesses looking to relocate and expand. It is anticipated that the Redevelopment Project will result in the creation of approximately 125 full-time jobs and 125 part-time jobs within the City as part of these new and expanded business operations. Accordingly, it is anticipated that the Redevelopment Project will have a positive impact on employers and employees locating or expanding within the boundaries of the Project Site.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the Project Site:

The Redevelopment Project will increase tourism to the City, which should benefit other businesses and services in the City. A majority of the facilities constructed as part of the Redevelopment Project fall within the gaming sector, which will be a new industry to the City and therefore would not pose a threat to existing businesses. It is not anticipated that the new hotel will hurt the business of existing hotels in the City, as it will likely be utilized primarily by patrons of the casino in light of its location and relatively modest size (100 rooms). Rather, existing hotels likely stand to benefit from the increase in visitors resulting from the Redevelopment Project in circumstances where the casino hotel is fully booked and/or in times when they can provide a better rate. Additionally, it is anticipated that the Redevelopment Project will result in the creation of approximately 250 full time and part time jobs made available to the City's workforce. Accordingly, the Redevelopment Project is anticipated to have a positive impact on surrounding employers and employees.

5. Impacts on student populations of school districts within the City:

The Redevelopment Project should not impact student populations in the City. The creation of new jobs resulting in new residents with school-aged children may indirectly impact student populations, but such an impact is too attenuated to quantify or consider with any accuracy.

6. Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Redevelopment Project will revitalize and occupy a vacant space, create jobs, and provide important infrastructure and revenue to the City without straining the public

infrastructure. While it is anticipated there will be some opposition based on the nature of the Redevelopment Project, such opposition is likely to be rooted in personal ideologies, and not the economic prosperity of the City or the general welfare of its residents. Further, the City's denial of the Redevelopment Project would merely result in the same being built in a neighboring community that is eager to take advantage of its benefits. Thus, the same activities and perceived negative impacts which are the basis of the opposition would remain in close proximity, but the City and its residents would not be the benefactors of its positive impacts. Accordingly, given careful consideration, the costs of the Redevelopment Project are outweighed by its benefits.

8. **PETITIONS AND COMMUNICATIONS - None**

9. **REPORTS OF CITY OFFICES - Included in Consent Agenda**

10. **REPORTS OF COUNCIL COMMITTEES**

10.A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - February 14,
2022

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE
February 14, 2022

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on February 14, 2022, at 4 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on February 10, 2022, with a copy of the proof of publication 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 members of the 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:** Chair Roth announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Property, Safety, and Works Committee Members: Council Members Charlie Bahr, Dennis Kresha, Prent Roth, and Ron Schilling. City staff members included City Engineer Rick Bogus, Public Property Director Doug Moore, and City Clerk Janelle Kline.
2. **Designation of city property as surplus and authorization to advertise for bids to purchase (west of 35 Avenue north of 25 Street).** Bogus described the location of the property and said Super Saver is interested in purchasing the property to build a new store as well as workforce housing units. He said the city intends to keep a portion of the property for easements and construction of a lift station. Bogus pointed out the internal appraisal that was conducted and said the minimum value of the land has been established at \$18,150. A recommendation was made to designate the city-owned property located west of 35 Avenue north of 25 Street as surplus and authorize staff to advertise for bids to purchase with a motion by Bahr and a second by Schilling. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".
3. **Master trail plan for city.** Bogus explained the master trail plan that coordinates with current trails in the city, the Great American Rail-Trail and Rails-to-Trails Conservancy's proposed route through Columbus and Nebraska as part of a trail between both coasts, and trail/sidewalk plans for the upcoming reconstruction of the Loup River bridge. He noted the trails will be constructed as areas are developed. A recommendation was made to approve the citywide master trail plan with a motion by Kresha. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".
4. **July through December 2021 quarterly reports of Traffic Control Device Committee.** A recommendation was made to approve the Traffic Control Device Committee quarterly reports with a motion by Bahr and a second by Schilling. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".
3. **Adjournment:** The meeting adjourned at 4:13 p.m.

OFFICE OF THE CITY CLERK
: Janelle Kline

10.A.1. Designation of city property as surplus and authorization to advertise for bids to purchase (east of 35 Avenue north of 25 Street).



The City of **Columbus**

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Administration Office (402) 562-4232

Fax (402) 563-1380

Memorandum

DATE: February 10, 2022
TO: Public Property committee members
FROM: Tara Vasicek, City Administrator
RE: Surplus City Property

RECOMMENDATION:

Recommend designating the property owned by the City surplus and advertise for bids to purchase.

DISCUSSION:

The City currently owns a parcel that is 40' by 372' located north of the trailer court owned and operated by the Super Saver owners. Super Saver has been contemplating a redevelopment project in the area for several years. As part of their plan they anticipate building a new store and workforce housing units. The City owns this property which is not presently used. There is a need to construct a lift station in the area to improve service to the area, therefore we will retain a portion of the land for this purpose. The remaining land is excess and not needed by the City, therefore I recommend designating the property surplus and advertise for closed bids to purchase the property.

City staff has completed an internal appraisal of the land, based on similar land sales. The minimum value has been established to be \$18,150. This will be the minimum bid accepted. The property is in city limits and subject to property tax.

FISCAL IMPACT:

Revenue of at least \$18,150.



Area	Description	Sale Amount	Square Footage	Cost per Square Foot
2 Woerth	Blk 75 Original	\$ 17,650.00	17148.00	1.03
3 Old Impount Lot	Lot 1 - Lot 2 Jackson SD	\$ 110,554.00	111500.00	0.99
4 11th Street	Property from RR for ROW EKEA	\$ 63,123.00	29621.00	2.13
5 10th Street	Property by Jackson Services for street	\$ 26,136.00	12632.40	2.07
Cost based on average price of comparable sales		\$18,147.25	11668.80	1.56

10.A.2. Master trail plan for city.

STAFF MEMO

2/14/22

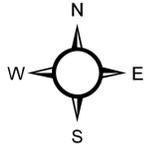
Master Trail Plan

Recommendation: Approval of the Citywide Master Trail Plan Discussion: Updating of the City's Master Trail Plan to provide property owners and developers the proposed routes along with providing the needed public easements for the trail system. The master plan will tie together the existing and future trail system throughout the community. The master plan layout and proposed construction is in coordination with the Great American Rail-Trail and Rails-to-Trails Conservancy proposed route through Columbus and the State of Nebraska in which the organization proposes a trail between both coasts. A City master trail plan would assist in opportunities to apply for some state and federal grants. The trails would be concrete with a preferred width of 10-feet; however, in some areas they may need to be 8-feet. Fiscal Impact: None, for the trail master plan. Rick Bogus, City Engineer

- **Tara Vasicek**

Approved -Tara Vasicek

CITY OF COLUMBUS

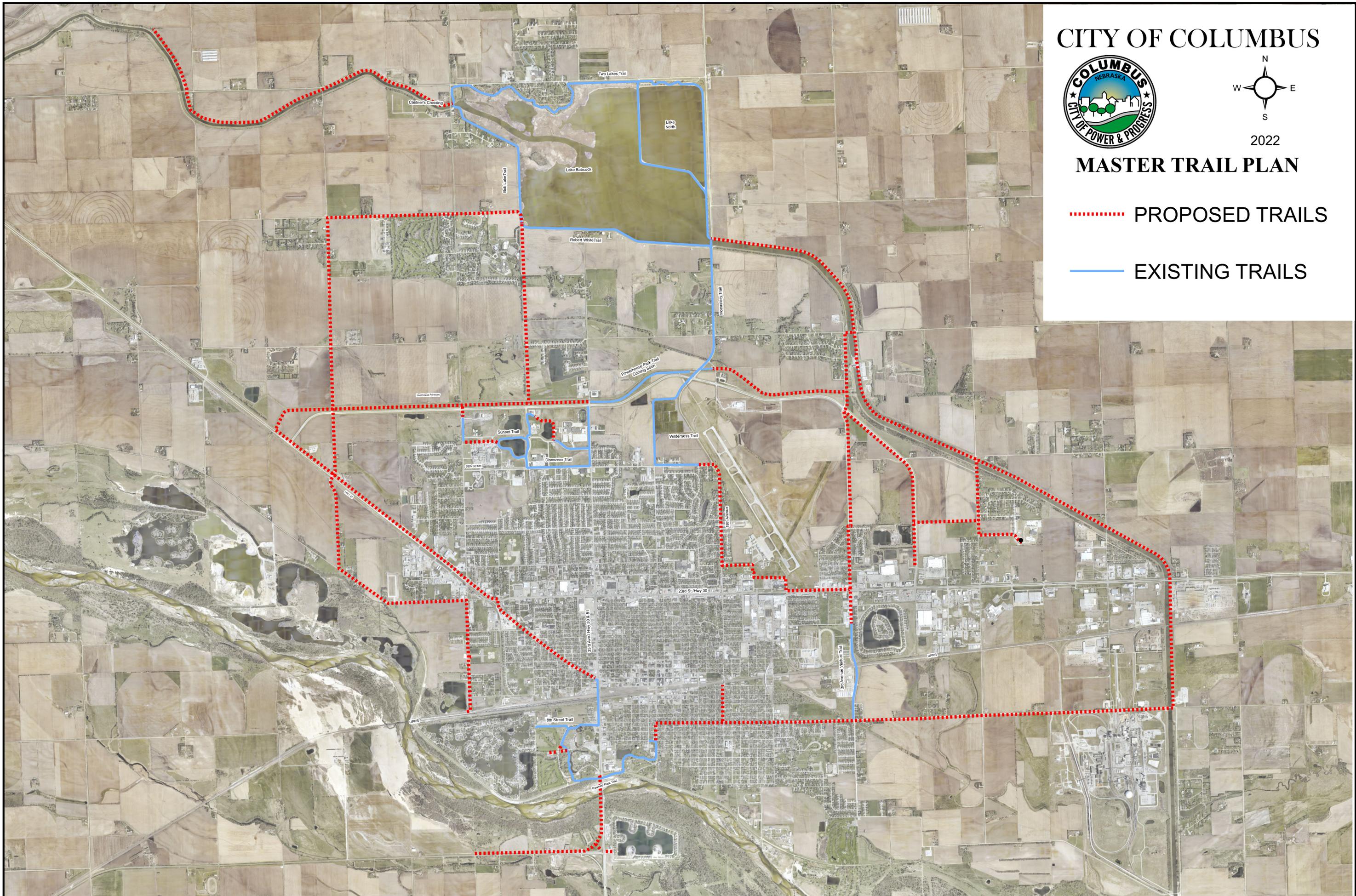


2022

MASTER TRAIL PLAN

..... PROPOSED TRAILS

— EXISTING TRAILS



10.A.3. July through December 2021 quarterly reports of Traffic Control Device Committee.

TRAFFIC CONTROL DEVICE COMMITTEE

Quarterly Report

July – September 2021

July

No Meeting was held.

August

No Meeting was held.

September

No Meeting was held.

TRAFFIC CONTROL DEVICE COMMITTEE

Quarterly Report October – December 2021

October

No meeting was held

November

- 1. Review “No Parking Signs” 12th Avenue S. of 8th Street:** Discussion that there is no signage for “No Parking” on southbound traffic from 6th Street to 8th Street and residents parking on the street is creating traffic flow issues. Recommendation that No Parking Signs be added on both sides of the street. This signage is in place for northbound 12th Avenue from 8th Street to 10th Street. Motion by Sliva and seconded by Borchers to add signage on 12th Avenue south of 8th Street from 8th Street to 6th Street posting “No Parking on both sides of 12th Avenue.” Bogus, Sherer, Borchers, and Sliva voted “Aye” and none voted “Nay”. Absent Vasicek.
- 2. Resident concern – Lack of signage 31st Street & 38th Avenue:** Discussion this area was item no. 5 at the October 5, 2021 Traffic Control Device committee meeting. A miscommunication from last meeting for the speed trailer to be placed. Chief Sherer will get the trailer set and collect data to report at next meeting. No action taken.
- 3. Review of Traffic Device needs within the city:**
No Action Taken
3704 12 Street – property owner past request on signage around home due vehicle running into home. City forces will keep under watch.

Chief Sherer received a complaint of drivers bypassing 8th Street and speeding down 6th and 7th Street.
- 4. Unfinished business:**
No Action Taken

Chief Sherer presented the data results for 10th Street and found, Speed limit is 25 mph 35 vehicles out of 167 were above the speed limit and the average speed was 22 mph and the 85 percentile speed was 26 mph or under.

December

- 1. School Crossing Discussion:**
Mr. Munford addressed the committee with concerns of school crossings and speed limits by Elementary Schools and Columbus Public Middle School. Discussion of the concerns presented determined the City would continue to work on improving crossings from recommendations made in Citywide School and Pedestrian Crossing Evaluation, completed September 2019. No action taken.
- 2. Review parking on North side of 15th Street West of 12th Avenue:**

Discussion with vehicles parked on the north side close to 12th Avenue is causing traffic flow issues for vehicles heading north coming off of 12th Avenue viaduct and turn left to go west on 15th Street. Concern on adequate turning radii for larger vehicles. Motion made by Sliva and seconded by Borchers for Public Works to review what some options would be available to improve the area. Bogus, Vasicek, Sherer, Borchers, and Sliva voted "Aye" and none voted "Nay".

3. Review of Traffic Device needs within the City:

Discussion of overall lighting downtown alleys. Improvements made in some areas of downtown, however other areas need to be reviewed to see what options available. No action taken.

4. Unfinished business:

No unfinished business.

10.B. PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE -
February 15, 2022

PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE
February 15, 2022

A meeting of the Public Finance, Judiciary, and Personnel Committee of the City of Columbus, Nebraska, was convened in open and public session on February 15, 2022, at 4 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on February 10, 2022, with a copy of the proof of publication 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 members of the 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:** Chair Hiemer announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Finance, Judiciary, and Personnel Committee members: Council Members Beth Augustine-Schulte, Troy Hiemer, and John Lohr. Council Member Rich Jablonski was absent and excused. City staff members included City Administrator Tara Vasicek and City Clerk Janelle Kline. Also present was Council Member Charlie Bahr.
- 2. Request of Platte Valley Humane Society to amend City Code to allow residential properties to have no more than three dogs or four cats or a total of six pets over four months of age.** Deb Potter, on behalf of the Platte Valley Humane Society, commended animal control for being proactive in trapping feral and stray cats and explained the request to amend city code is to allow people already at the household limit of three cats the ability to adopt another cat. She pointed out their policy to adopt out animals as opposed to euthanasia and said all animals are checked by a veterinarian and spayed or neutered prior to adoption. Potter also explained the thorough application process for potential adopters. Bahr questioned whether the city code could be amended to allow no more than three dogs or six cats or a total of six pets per household pointing out that cats do not substantially vary in size as much as dogs do. It was noted that not all cats in the city are spayed or neutered which could potentially become an issue. A recommendation was made to amend the city code to allow residential properties to have no more than three dogs or four cats or a total of six pets over four months of age with a motion by Augustine-Schulte and a second by Lohr. Augustine-Schulte, Hiemer, and Lohr voted "Aye" and none voted "Nay". Jablonski was absent.
- 3. Adjournment:** The meeting adjourned at 4:13 p.m.

OFFICE OF THE CITY CLERK
:Janelle Kline

10.B.1. Request of Platte Valley Humane Society to amend City Code to allow residential properties to have no more than three dogs or four cats or a total of six pets over four months of age.

From: [Debbie Potter](#)
To: [Vasicek, Tara](#)
Cc: [Bulkley, Jim](#); cnbahr@megavision.com
Subject: PVHS Request to amend ordinance
Date: Tuesday, January 18, 2022 9:16:05 PM

The Platte Valley Humane Society which operates the Erna R. Badstieber Paws and Claws Adoption Center is requesting an amendment to Ordinance 90-040 (e).

The referenced section of the ordinance provides as follows:

No residential property shall have more than 3 dogs or cats or a total of 6 pets over 4 months of age.

We would request the following change to read:

No residential property shall have more than 3 dogs or 4 cats or a total of 6 pets over 4 months of age.

I look forward to hearing from you.
Thank you.

Deb Potter
Executive Director

--

Deb Potter

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION

13. NEW BUSINESS

13.A. Appointment of Ryan Gray as fire chief.

The City of **Columbus**

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MEMORANDUM

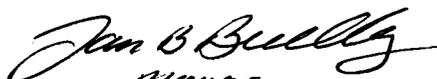
DATE: February 15, 2022
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointment

With your permission, I wish to submit the name of Ryan Gray for appointment to the Fire Chief position. Per Council Rules, the two week waiting period is waived for an appointment of a paid Firefighter.

The Civil Service Commission certified the following three Fire Chief candidates at their meeting held January 19, 2022: Ryan Gray, Brian Lichty, and Trent Kleinow.

Ryan graduated from Nansemond River High School in Suffolk, Virginia, continuing on to Columbia Southern University in Orange Beach, Alabama where he earned his Associates Degree in Fire Science and Bachelor's Degree in Fire Administration. He continued on to Waldorf University in Forest City, Iowa where he earned his Master's Degree in Organizational Leadership/Concentration in Fire/Rescue Executive Leadership. He has 16 years of fire service in both career and volunteer roles, starting in 2005 with the Driver Volunteer Fire Department, where he served as Fire Lieutenant. He joined the Smithfield Volunteer Fire Department in 2012 where he was the Deputy Fire Chief. Gray has been with the City of Portsmouth, Virginia since 2008, serving as Fire Lieutenant.

Ryan has supervised 80 plus personnel in both career and volunteer service, organizational leadership and development for assigned subordinates, 13 years of incident command experience. Gray is a member of PPE committee, R&D for technical rescue, SOG, Fire academy training officer for 15 recruits and Academy Coordinator for 20 recruits, HAZMAT, and EMS. Served as an EMT-B and AEMT as allowed by TEMS protocols and standing orders of the OMD for 18 years.


Mayor

13.B. Appointment of Nathan Jones as assistant fire chief.



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Administration Office (402) 562-4232

Fax (402) 563-1380

MEMORANDUM

DATE: February 15, 2022

TO: City Council Members

FROM: James B. Bulkley, Mayor

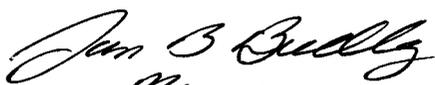
SUBJECT: Appointment

With your permission, I wish to submit the name of **Nathan Jones** for appointment to the Assistant Fire Chief position. Per Council Rules, the two week waiting period is waived for an appointment of a paid Firefighter.

The Civil Service Commission certified the following three Assistant Fire Chief candidates at their meeting held January 18, 2022: Nathan Jones, Terrence Janicek and Craig Dagen.

Nathan Jones holds a Bachelor's Degree in Fire Science Administration from Waldorf University in Forest City, Iowa. He received his Master's Degree in Organizational Leadership: Fire Rescue Executive Leadership in 2021 at Waldorf University. He has been employed as a Firefighter for the Columbus Fire Department since 2009 and has been serving as Lieutenant since October, 2019.

Nathan is certified as Firefighter 1, Firefighter II, Fire Officer I, Fire Officer II, HAZMAT Technician, HAZMAT Operations, Swiftwater Rescue Technician, Instructor I and Instructor II, and Apparatus Driver Operator-Pumper. He holds his Paramedic license, as well as certification in Advanced Cardiac Life Support and Pediatric Advanced Life Support. He serves as an instructor for the Columbus Volunteer Fire Academy, and is an Instructor for the Nebraska State Fire Marshal Training Division. He is a Columbus resident.


Mayor

13.C. Quote from Nebraska Golf and Turf in the amount of \$52,890 for ten golf carts for golf courses.

The City of **Columbus**

MEMORANDUM

DATE: February 15, 2022
TO: Mayor and City Council
FROM: Douglas A. Moore, Public Property Director
SUBJECT: Purchase of 10 golf carts for Van Berg golf course

RECOMMENDATION: Staff recommends to the City Council that the quote of \$52,890.00 from Nebraska Golf and Turf (Lincoln NE) for 10 Club Car golf carts be accepted.

DISCUSSION: The City of Columbus currently owns 68 Club Car golf carts. (60 at Quail Run and eight at Van Berg). With the increased play at Van Berg, there are not enough carts for the requests we receive. The goal would be to have 30 carts at Van Berg. Staff would like to keep the same manufacturer (Club Car) so that parts and batteries are interchangeable. The current fleet of Club Cars have been very dependable and have a long service life if properly maintained. Nebraska Golf and Turf is the only Club Car dealer in Nebraska allowed to sale golf carts to golf courses.

FISCAL IMPACT: We have \$50,000.00 in the budget for this purchase. Prices have increased since the previous estimates

ALTERNATIVE: Don't purchase carts at this time.

CONCURRENCE: Keith Kline, Golf Superintendent

SIGNATURE:

Approved By: 
Douglas Moore, Public Property Director

Approved By: 
Tara Vasicek, City Administrator



QUOTATION CC-10-23-TE

1440 Yolande Ave

Lincoln, Nebraska 68521

800-535-2885

Fax 402-466-8283

PREPARED FOR: Quail Run - City of Columbus
327 South 5th. Street
Columbus, NE 68601

DATE OF QUOTE: February 3, 2022
SALES PERSON: Don Brudny

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION:

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10	2023 Club Car Tempo Electric golf car equipped with the following:	\$5,289.00	\$52,890.00
	Trojan Batteries	Included	Included
	Color - Any non painted	Included	Included
	Canopy Top - Standard	Included	Included
	Single Point Watering System	Included	Included
	Sweater Basket	Included	Included
	Information Holders	Included	Included
	Beverage Cooler	Included	Included
	Number Decals	Included	Included
	2 Sand Bottles and Holders	Included	Included
	Flowrite Watering System	Included	Included
	Freight	Included	Included
	TOTAL		\$52,890.00
<i>TERMS</i> Net 15 Days or Lease	<i>F.O.B.</i> Destination	Earliest Delivery Fall 2022	<i>SHIPPED VIA</i> Our Truck

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance within 30 days. Applicable state or local taxes not included. All credit terms must be approved by Nebraska Golf & Turf. prior to delivery. Customer to submit required credit information for credit approval. Delivery lead time of 4 to 6 weeks normally required.

Accepted By: _____
Company: _____
Title: _____
Date: _____

Nebraska Golf & Turf
By: Don Brudny
Title: Sales Manager

13.D. Northeast Nebraska Area Agency on Aging 2023 Detailed Plan of Operation and Budget and application for funding for Columbus Community Center.

MEMORANDUM

DATE: February 22, 2022
TO: Tara Vasicek, City Administrator
FROM: Doug Moore, Public Property Director
SUBJECT: 2023 Budget Application for Northeast Nebraska Area Agency on Aging

RECOMMENDATION:

Staff recommends approval of the budget and application for funding for the Columbus Community Center programs with the Northeast Nebraska Area Agency on Aging (NENAAA).

DISCUSSION:

The NENAAA administers federal and state meal and activity subsidies for senior centers in northeast Nebraska. In order for the City of Columbus to receive these meal and activity funds, an annual budget application must be prepared, then approved by the Mayor and City Council, before it can be submitted.

FISCAL IMPACT:

For this proposed 2022-2023 budget, the NENAAA has allocated \$132,208 of federal and state funding per the application. NENAAA also serves as the pass-through agency for federal USDA funds, which are estimated to be \$19,412 for the coming year. The amount the City of Columbus is expected to provide according to this budget is \$300,000, however this amount may decrease as more Seniors are returning to the Center for meals and activities daily.

ALTERNATIVES:

If we do not apply for these funds, the Community Center would be fully funded by the City or need additional funding sources to continue in service.

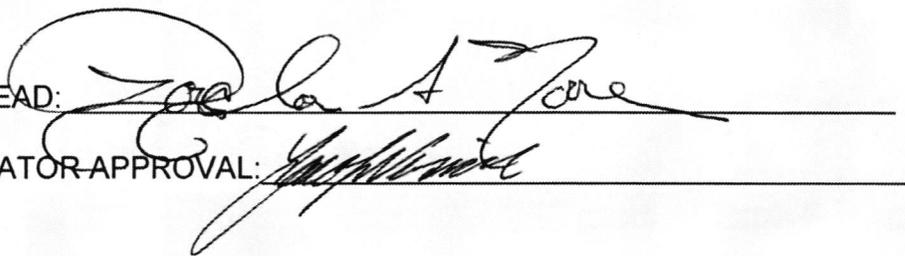
CONCURRENCE:

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

SIGNATURE:

DEPARTMENT HEAD:

CITY ADMINISTRATOR APPROVAL:



The image shows two handwritten signatures in black ink. The first signature is for Tara Vasicek, the City Administrator, and the second is for Doug Moore, the Public Property Director. Both signatures are written over horizontal lines that serve as baselines for the signature fields.

**III-B / III-C / III-E DETAILED PLAN of OPERATION
and BUDGET for FISCAL YEAR 2023**

City of Columbus
PO Box 1677
Columbus NE 68602-1677

1. NENAAA Sub Recipient (Service Provider):

Legal Name: City of Columbus

Mailing Address: PO Box 1677
Columbus NE 68602-1677

Street Address: 2424 14th Street
(if different than mailing address) Columbus NE 68601

Designated official to sign funding awards: Name: James Bulkley
(Ex: Board Chairman, or City Administrator, Etc.) Title Mayor

Check one:

- Private Non-Profit Organization
 General Purpose Government
 Private for Profit

2. Service Provider Name (if different than above):

Name: Columbus Community Center

Mailing Address: PO Box 1677
Columbus NE 68602-1677

Street Address: 3111 19th Street
(if different than mailing address) Columbus NE 68601

Board President: Chris Dixon

Mailing Address: PO Box 1677

Telephone Number: 402-562-4231

Columbus NE 68602-1677

Fax Number: 402-563-1380

Federal Employer ID Number: 47-6006144

E-mail Address: plaska@columbusne.us

3. Person responsible for daily operations: Name: Cynthia Branting (402) 563-4444

Title: Community Center Manager

4. Business Hours (open to participants):

"Business Hours" are defined as the hours that your service site is open and available to provide services for older people.

From 7:30 AM to 4:30 PM on the following days of the week: Monday - Friday
(Note AM or PM with times)

From _____ to _____ on the following days of the week: _____
(Note AM or PM with times)

Evening meals are served	<u>0</u>	X	<u>0</u>
	times/month		# of months
Breakfast/Brunch meals served	<u>0</u>	X	<u>0</u>
	times/month		# of months
Weekend meals served	<u>0</u>	X	<u>0</u>
	times/month		# of months

This funding application is being submitted to:

Northeast Nebraska Area Agency on Aging
119 West Norfolk Avenue
Norfolk NE 68701

Phone: 1-800-672-8368
(402) 370-3454
Fax: (402) 370-3279

CHART ONE **Staff Name: Cindy Branting - Manager**

Duty Description	Number of Hours performing this Duty (use 0.25 hour increments only)	Time Span (pertaining to previous column)	Convert Number of Hours to Daily Hours	Program Split	Hours applied to III-B	Hours applied to III-C	Hours applied to III-E
1. Caregiving - IIIE	4.00	Monthly	0.19	100% III-E	0.00	0.00	0.19
2. Menu Writing/Nutrition Risk Process	1.00	Daily	1.00	100% III-C	0.00	1.00	0.00
3. Outreach/Speaking	2.00	Daily	2.00	50% B / 50% C	1.00	1.00	0.00
4. IIIB Process/Logsheets	2.06	Daily	2.06	100% III-B	2.06	0.00	0.00
5. Grant Exploration/Follow-up	2.75	Daily	2.75	50% B / 50% C	1.38	1.37	0.00
TOTAL			8.00		4.44	3.37	0.19

RESULTS: Percentage Program Split to use in Personnel Section of Budget	<u>III-B</u> 56%	<u>III-C</u> 42%	<u>III-E</u> 2%
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CHART TWO **Staff Name: Donna Klopneski - Office As:**

Duty Description	Number of Hours performing this Duty (use 0.25 hour increments only)	Time Span (pertaining to previous column)	Convert Number of Hours to Daily Hours	Program Split	Hours applied to III-B	Hours applied to III-C	Hours applied to III-E
1. Lunch Reservations	1.50	Daily	1.50	100% III-C	0.00	1.50	0.00
2. IIIC Logsheets	2.00	Daily	2.00	100% III-C	0.00	2.00	0.00
3. IIIB Processes/Logsheets	4.50	Daily	4.50	100% III-B	4.50	0.00	0.00
4.			0.00		0.00	0.00	0.00
5.			0.00		0.00	0.00	0.00
TOTAL			8.00		4.50	3.50	0.00

RESULTS: Percentage Program Split to use in Personnel Section of Budget	<u>III-B</u> 56%	<u>III-C</u> 44%	<u>III-E</u> 0%
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CHART THREE **Staff Name: Patricia Hinze - Head Cook**

Duty Description	Number of Hours performing this Duty (use 0.25 hour increments only)	Time Span (pertaining to previous column)	Convert Number of Hours to Daily Hours	Program Split	Hours applied to III-B	Hours applied to III-C	Hours applied to III-E
1. Food/Supply ordering/inventory	0.25	Daily	0.25	100% III-C	0.00	0.25	0.00
2. Kitchen Logsheets/Temperatures	0.25	Daily	0.25	100% III-C	0.00	0.25	0.00
3. Kitchen Cleaning/Supervision	0.25	Daily	0.25	100% III-C	0.00	0.25	0.00
4. Food Prep/Cooking/Baking	7.25	Daily	7.25	100% III-C	0.00	7.25	0.00
5.			0.00		0.00	0.00	0.00
TOTAL			8.00		0.00	8.00	0.00

RESULTS: Percentage Program Split to use in Personnel Section of Budget	<u>III-B</u> 0%	<u>III-C</u> 100%	<u>III-E</u> 0%
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CHART FOUR **Staff Name: Bonnie Kracman**

Duty Description	Number of Hours performing this Duty (use 0.25 hour increments only)	Time Span (pertaining to previous column)	Convert Number of Hours to Daily Hours	Program Split	Hours applied to III-B	Hours applied to III-C	Hours applied to III-E
1. Beverages/Ice Cream prep	0.25	Daily	0.25	100% III-C	0.00	0.25	0.00
2. Assist in HDM process	0.50	Daily	0.50	100% III-C	0.00	0.50	0.00
3. Kitchen Cleanup	0.25	Daily	0.25	100% III-C	0.00	0.25	0.00
4. Housekeeping/Program set-up	5.00	Daily	5.00	50% B / 50% C	2.50	2.50	0.00
5.			0.00		0.00	0.00	0.00
TOTAL			6.00		2.50	3.50	0.00

RESULTS: Percentage Program Split to use in Personnel Section of Budget	<u>III-B</u> 42%	<u>III-C</u> 58%	<u>III-E</u> 0%
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CHART FIVE **Staff Name: Allen Foltz - Program Assista**

Duty Description	Number of Hours performing this Duty (use 0.25 hour increments only)	Time Span (pertaining to previous column)	Convert Number of Hours to Daily Hours	Program Split	Hours applied to III-B	Hours applied to III-C	Hours applied to III-E
1. Assist in meal prep	2.50	Daily	2.50	100% III-C	0.00	2.50	0.00
2. Assist in HDM process	0.50	Daily	0.50	100% III-C	0.00	0.50	0.00
3. Kitchen clean-up	1.00	Daily	1.00	100% III-C	0.00	1.00	0.00
4. Program Set-up/Social Committee	1.00	Daily	1.00	100% III-B	1.00	0.00	0.00
5.			0.00		0.00	0.00	0.00
TOTAL			5.00		1.00	4.00	0.00

RESULTS: Percentage Program Split to use in Personnel Section of Budget	<u>III-B</u> 20%	<u>III-C</u> 80%	<u>III-E</u> 0%
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CHART FOUR **Staff Name: Doug Moore - Public Property**

Duty Description	Number of Hours performing this Duty (use 0.25 hour increments only)	Time Span (pertaining to previous column)	Convert Number of Hours to Daily Hours	Program Split	Hours applied to III-B	Hours applied to III-C	Hours applied to III-E
1. Attend Advisory Meetings	0.25	Daily	0.25	50% B / 50% C	0.13	0.12	0.00
2. Budget/Claims processes	0.25	Daily	0.25	50% B / 50% C	0.13	0.12	0.00
3.			0.00		0.00	0.00	0.00
4.			0.00		0.00	0.00	0.00
5.			0.00		0.00	0.00	0.00
TOTAL			0.50		0.26	0.24	0.00

RESULTS: Percentage Program Split to use in Personnel Section of Budget	<u>III-B</u> 52%	<u>III-C</u> 48%	<u>III-E</u> 0%
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ITEMIZED BUDGET -- Title III-B / III-C / III-E Costs

1. PERSONNEL					Title III-B	Title III-C	Title III-E	Total		
Job Title: <u>Community Center Manager</u>										
Regular Wages	<u>8.00</u>	hrs/day x	<u>\$33.79</u>	rate/hr x <u>260</u> days	=	\$70,283				
Overtime Wages:	<u>5.00</u>	hrs/year x	<u>\$50.69</u>	rate/hr (1.5 times rate above)	=	\$253				
Bonus:	<u>\$0</u>	/year			=	\$0				
FICA: Total Gross Wages	<u>\$70,536</u>			x 7.65%	=	\$5,396				
Workman's comp: Total Gross Wages x	<u>0.14%</u>			(w/c percentage)	=	\$99				
UC Fund: Gross Wages (up to \$9,000) x	<u>0.00%</u>			(UC percentage)	=	\$0				
Retirement:	<u>\$355</u>	/month x 12 months			=	\$4,257				
Insurance:	<u>\$2,051</u>	/month x 12 months			=	\$24,612				
Notes:				Total	=	\$104,900	\$58,744	\$44,058	\$2,098	\$104,900
							<u>56%</u>	<u>42%</u>	<u>2%</u>	
Job Title: <u>Office Associate</u>										
Regular Wages	<u>8.00</u>	hrs/day x	<u>\$23.97</u>	rate/hr x <u>260</u> days	=	\$49,860				
Overtime Wages:	<u>0.00</u>	hrs/year x	<u>\$35.96</u>	rate/hr (1.5 times rate above)	=	\$0				
Bonus:	<u>\$0</u>	/year			=	\$0				
FICA: Total Gross Wages	<u>\$49,860</u>			x 7.65%	=	\$3,814				
Workman's comp: Total Gross Wages x	<u>0.14%</u>			(w/c percentage)	=	\$70				
UC Fund: Gross Wages (up to \$9,000) x	<u>0.00%</u>			(UC percentage)	=	\$0				
Retirement:	<u>\$247</u>	/month x 12 months			=	\$2,963				
Insurance:	<u>\$11</u>	/month x 12 months			=	\$132				
Notes:				Total	=	\$56,839	\$31,830	\$25,009	\$0	\$56,839
							<u>56%</u>	<u>44%</u>	<u>0%</u>	
Job Title: <u>Head Cook</u>										
Regular Wages	<u>8.00</u>	hrs/day x	<u>\$28.17</u>	rate/hr x <u>260</u> days	=	\$58,594				
Overtime Wages:	<u>0.00</u>	hrs/year x	<u>\$42.26</u>	rate/hr (1.5 times rate above)	=	\$0				
Bonus:	<u>\$0</u>	/year			=	\$0				
FICA: Total Gross Wages	<u>\$58,594</u>			x 7.65%	=	\$4,482				
Workman's comp: Total Gross Wages x	<u>1.24%</u>			(w/c percentage)	=	\$727				
UC Fund: Gross Wages (up to \$9,000) x	<u>0.00%</u>			(UC percentage)	=	\$0				
Retirement:	<u>\$296</u>	/month x 12 months			=	\$3,549				
Insurance:	<u>\$2,043</u>	/month x 12 months			=	\$24,515				
Notes:				Total	=	\$91,867	\$0	\$91,867	\$0	\$91,867
							<u>0%</u>	<u>100%</u>	<u>0%</u>	
Job Title: <u>Program Assistant (75%)</u>										
Regular Wages	<u>6.00</u>	hrs/day x	<u>\$14.97</u>	rate/hr x <u>260</u> days	=	\$23,353				
Overtime Wages:	<u>0.00</u>	hrs/year x	<u>\$22.46</u>	rate/hr (1.5 times rate above)	=	\$0				
Bonus:	<u>\$0</u>	/year			=	\$0				
FICA: Total Gross Wages	<u>\$23,353</u>			x 7.65%	=	\$1,787				
Workman's comp: Total Gross Wages x	<u>1.24%</u>			(w/c percentage)	=	\$290				
UC Fund: Gross Wages (up to \$9,000) x	<u>0.00%</u>			(UC percentage)	=	\$0				
Retirement:	<u>\$112</u>	/month x 12 months			=	\$1,348				
Insurance:	<u>\$35</u>	/month x 12 months			=	\$421				
Notes:				Total	=	\$27,199	\$11,424	\$15,775	\$0	\$27,199
							<u>42%</u>	<u>58%</u>	<u>0%</u>	
Experience Works/AARP Job Title:										
Gross Wages:		hrs/day x		rate/hr x _____ days	=	\$0	\$0	\$0	\$0	\$0
							<u>50%</u>	<u>50%</u>	<u>0%</u>	
Experience Works/AARP Job Title:										
Gross Wages:		hrs/day x		rate/hr x _____ days	=	\$0	\$0	\$0	\$0	\$0
							<u>50%</u>	<u>50%</u>	<u>0%</u>	
Staff Meals:										
Under age 60 Staff	<u>0</u>	meals/yr x		rate/meal	=	\$0				
Over age 60 Staff	<u>0</u>	meals/yr x		rate/meal	=	\$0				
Reminder: under age 60 rate/meal here should = the price charged on page 11C				Total	=	\$0	\$0	\$0	\$0	\$0
							<u>100%</u>			
PERSONNEL <i>Continued next page</i>					Subtotal this page	\$101,998	\$176,709	\$2,098	\$280,805	

1. PERSONNEL		Continued		Title III-B	Title III-C	Title III-E	Total	
Job Title: Program Assistant (62.5%)								
Regular Wages:	5.00 hrs/day x \$14.97 rate/hr x 260 days	=	\$19,461					
Overtime Wages:	0.00 hrs/year x \$22.46 rate/hr (1.5 times rate above)	=	\$0					
Bonus:	\$0 /year	=	\$0					
FICA: Total Gross Wages	\$19,461 x 7.65%	=	\$1,489					
Workman's comp:	Total Gross Wages x 1.24% (w/c percentage)	=	\$241					
UC Fund: Gross Wages (up to \$9,000) x	0.00% (UC percentage)	=	\$0					
Retirement:	\$0 /month x 12 months	=	\$0					
Insurance:	\$0 /month x 12 months	=	\$0					
Notes:	Total	=	\$21,191	\$4,238	\$16,953	\$0	\$21,191	
				20%	80%	0%		
Job Title: Public Property Director (only 5% of his wages)								
Regular Wages:	0.40 hrs/day x \$56.66 rate/hr x 260 days	=	\$5,893					
Overtime Wages:	0.00 hrs/year x \$84.99 rate/hr (1.5 times rate above)	=	\$0					
Bonus:	\$0 /year	=	\$0					
FICA: Total Gross Wages	\$5,893 x 7.65%	=	\$451					
Workman's comp:	Total Gross Wages x (w/c percentage)	=	\$0					
UC Fund: Gross Wages (up to \$9,000) x	2.55% (UC percentage)	=	\$150					
Retirement:	\$37 /month x 12 months	=	\$446					
Insurance:	\$101 /month x 12 months	=	\$1,215					
Notes:	Total	=	\$8,155	\$4,241	\$3,914	\$0	\$8,155	
				52%	48%	0%		
Job Title:								
Regular Wages:	hrs/day x rate/hr x days	=	\$0					
Overtime Wages:	hrs/year x \$0.00 rate/hr (1.5 times rate above)	=	\$0					
Bonus:	/year	=	\$0					
FICA: Total Gross Wages	\$0 x 7.65%	=	\$0					
Workman's comp:	Total Gross Wages x (w/c percentage)	=	\$0					
UC Fund: Gross Wages (up to \$9,000) x	(UC percentage)	=	\$0					
Retirement:	/month x 12 months	=	\$0					
Insurance:	/month x 12 months	=	\$0					
Notes:	Total	=	\$0	\$0	\$0	\$0	\$0	
				50%	50%	0%		
Job Title:								
Regular Wages:	hrs/day x rate/hr x days	=	\$0					
Overtime Wages:	hrs/year x \$0.00 rate/hr (1.5 times rate above)	=	\$0					
Bonus:	/year	=	\$0					
FICA: Total Gross Wages	\$0 x 7.65%	=	\$0					
Workman's comp:	Total Gross Wages x (w/c percentage)	=	\$0					
UC Fund: Gross Wages (up to \$9,000) x	(UC percentage)	=	\$0					
Retirement:	/month x 12 months	=	\$0					
Insurance:	/month x 12 months	=	\$0					
Notes:	Total	=	\$0	\$0	\$0	\$0	\$0	
				50%	50%	0%		
PERSONNEL <i>Continued next page</i>				Subtotal this page	\$8,479	\$20,867	\$0	\$29,346

1. PERSONNEL		Continued		Title III-B	Title III-C	Title III-E	Total
Job Title: _____							
Regular Wages:	_____ hrs/day x _____	rate/hr x _____	days	=	\$0		
Overtime Wages:	_____ hrs/year x \$0.00	rate/hr (1.5 times rate above)		=	\$0		
Bonus:	_____ /year			=	\$0		
FICA: Total Gross Wages	\$0	x 7.65%		=	\$0		
Workman's comp:	Total Gross Wages x _____	(w/c percentage)		=	\$0		
UC Fund: Gross Wages (up to \$9,000) x	_____	(UC percentage)		=	\$0		
Retirement:	_____ /month x 12 months			=	\$0		
Insurance:	_____ /month x 12 months			=	\$0		
Notes:		Total	=	\$0	\$0	\$0	\$0
					50%	50%	0%
Job Title: _____							
Regular Wages:	_____ hrs/day x _____	rate/hr x _____	days	=	\$0		
Overtime Wages:	_____ hrs/year x \$0.00	rate/hr (1.5 times rate above)		=	\$0		
Bonus:	_____ /year			=	\$0		
FICA: Total Gross Wages	\$0	x 7.65%		=	\$0		
Workman's comp:	Total Gross Wages x _____	(w/c percentage)		=	\$0		
UC Fund: Gross Wages (up to \$9,000) x	_____	(UC percentage)		=	\$0		
Retirement:	_____ /month x 12 months			=	\$0		
Insurance:	_____ /month x 12 months			=	\$0		
Notes:		Total	=	\$0	\$0	\$0	\$0
					50%	50%	0%
Job Title: _____							
Regular Wages:	_____ hrs/day x _____	rate/hr x _____	days	=	\$0		
Overtime Wages:	_____ hrs/year x \$0.00	rate/hr (1.5 times rate above)		=	\$0		
Bonus:	_____ /year			=	\$0		
FICA: Total Gross Wages	\$0	x 7.65%		=	\$0		
Workman's comp:	Total Gross Wages x _____	(w/c percentage)		=	\$0		
UC Fund: Gross Wages (up to \$9,000) x	_____	(UC percentage)		=	\$0		
Retirement:	_____ /month x 12 months			=	\$0		
Insurance:	_____ /month x 12 months			=	\$0		
Notes:		Total	=	\$0	\$0	\$0	\$0
					50%	50%	0%
Job Title: _____							
Regular Wages:	_____ hrs/day x _____	rate/hr x _____	days	=	\$0		
Overtime Wages:	_____ hrs/year x \$0.00	rate/hr (1.5 times rate above)		=	\$0		
Bonus:	_____ /year			=	\$0		
FICA: Total Gross Wages	\$0	x 7.65%		=	\$0		
Workman's comp:	Total Gross Wages x _____	(w/c percentage)		=	\$0		
UC Fund: Gross Wages (up to \$9,000) x	_____	(UC percentage)		=	\$0		
Retirement:	_____ /month x 12 months			=	\$0		
Insurance:	_____ /month x 12 months			=	\$0		
Notes:		Total	=	\$0	\$0	\$0	\$0
					50%	50%	0%
Job Title: _____							
Regular Wages:	_____ hrs/day x _____	rate/hr x _____	days	=	\$0		
Overtime Wages:	_____ hrs/year x \$0.00	rate/hr (1.5 times rate above)		=	\$0		
Bonus:	_____ /year			=	\$0		
FICA: Total Gross Wages	\$0	x 7.65%		=	\$0		
Workman's comp:	Total Gross Wages x _____	(w/c percentage)		=	\$0		
UC Fund: Gross Wages (up to \$9,000) x	_____	(UC percentage)		=	\$0		
Retirement:	_____ /month x 12 months			=	\$0		
Insurance:	_____ /month x 12 months			=	\$0		
Notes:		Total	=	\$0	\$0	\$0	\$0
					50%	50%	0%
Percent split for total wages only (Experience Works/AARP wages and Staff Meal costs not included) =					36%	63%	1%
(Use this percent split for workman's comp and unemployment comp payments)							
Subtotal this page					\$0	\$0	\$0
Subtotal previous pages					\$110,477	\$197,576	\$2,098
TOTAL PERSONNEL COSTS					\$110,477	\$197,576	\$2,098

2. TRAVEL					Title III-B	Title III-C	Title III-E	Total	
NENAAA Mandatory Center Manager Trainings at Norfolk:									
2 Training sessions x	100	miles per each round trip x	\$0.585	rate/mile =	\$117				
2 Registration Fees =		+ Lodging		=	\$0				
				Total =	\$117	\$59	\$57	\$1	\$117
					50%	49%	1%		
Conferences/Workshops/Seminars: 2 III-E trainings in Norfolk									
Grand total all miles	200	x	\$0.585	rate/mile =	\$117				
Regis. Fees	\$0	+ Meals	\$0	+ Lodging	\$0				
				Total =	\$117	\$0	\$0	\$117	\$117
					0%	0%	100%		
Misc Manager's Travel: Monthly Auto Allowance - Branting									
Total miles	1,025	x	\$0.585	rate/mile =	\$600				
Regis. Fees	\$0	+ Meals	\$0	+ Lodging	\$0				
				Total =	\$600	\$300	\$300	\$0	\$600
					50%	50%	0%		
Misc. Cook's Travel:									
Total miles		x	\$0.585	rate/mile =	\$0				
Regis. Fees		+ Meals		+ Lodging	\$0				
				Total =	\$0		\$0		\$0
Other Travel (Be Specific):									
Misc Travel for : Seminars/State Conference							100%		
Total miles	150	x	\$0.585	rate/mile =	\$88				
Regis. Fees	\$100	+ Meals	\$51	+ Lodging	\$150				
				Total =	\$389	\$195	\$190	\$4	\$389
					50%	49%	1%		
TOTAL TRAVEL COSTS					\$554	\$547	\$122	\$1,223	

3. PRINTING & SUPPLIES					Title III-B	Title III-C	Title III-E	Total	
Office Supplies:	\$200	/month x 12 months		=	\$2,400	\$1,200	\$1,152	\$48	\$2,400
						50%	48%	2%	
Cleaning Supplies:	\$200	/month x 12 months		=	\$2,400	\$1,200	\$1,176	\$24	\$2,400
						50%	49%	1%	
Kitchen Supplies:	\$300	/month x 12 months		=	\$3,600		\$3,600		\$3,600
							100%		
HD Meal Supplies/Containers:	\$500	/month x 12 months		=	\$6,000		\$6,000		\$6,000
							100%		
Water Softener Supplies:	\$63	/month x 12 months		=	\$756	\$378	\$370	\$8	\$756
						50%	49%	1%	
Misc. III-B Supplies (for crafts, activities, etc.):	\$3,000	/year		=	\$3,000	\$3,000			\$3,000
(Does NOT include fundraising supplies.)						100%			
III-E Supplies	\$500	/year		=	\$500	\$0	\$0	\$500	\$500
						0%	0%	100%	
TOTAL PRINTING & SUPPLY COSTS					\$5,778	\$12,298	\$580	\$18,656	

4. EQUIPMENT		Title III-B	Title III-C	Title III-E	Total
Center Equipment - Purchase, Lease, Repairs &/or Maint Agreements:	=	\$0	\$0	\$0	\$0
Type of Equipment: _____		50%	50%	0%	
Kitchen Equipment - Purchase, Lease, Repairs &/or Maint Agreements:	=	\$0	\$0		\$0
Type of Equipment: _____			100%		
Caregiver Prog Equip-Purchase, Lease, Repairs &/or Maint Agreements	=			\$0	\$0
Type of Equipment: _____				100%	
TOTAL EQUIPMENT COSTS		\$0	\$0	\$0	\$0

5. BUILDING SPACE		Title III-B	Title III-C	Title III-E	Total
Center Building Rent: \$10,166 /month x 12 months	=				\$121,992
Alternate Site Rent: \$0 /day x _____ days	=				\$0
Storage Space Rent: \$0 /month x 12 months	=				\$0
_____ /year	=				\$0
Total	=	\$121,992	\$84,174	\$37,818	\$0
		69%	31%	0%	
TOTAL BUILDING SPACE COSTS		\$84,174	\$37,818	\$0	\$121,992

6. COMMUNICATIONS & UTILITIES		Title III-B	Title III-C	Title III-E	Total
Utilities:					
Gas: _____ /month x 12 months	Notes: _____	=			\$0
Electric: _____ /month x 12 months	These are all included in our rental agreement with the Columbus Family Resource Center.	=			\$0
Water: _____ /month x 12 months		=			\$0
Sewer: _____ /month x 12 months		=			\$0
Garbage: _____ /month x 12 months		=			\$0
Total		=	\$0	\$0	\$0
		50%	50%	0%	
Communications:					
Telephone/FAX: \$30 /month x 12 months	Notes: _____	=			\$360
Internet Access: \$0 /month x 12 months		=			\$0
Web Site Fees: \$0 /month x 12 months		=			\$0
Cellular Phone: \$10 /month x 12 months		=			\$120
Cable TV Service: \$0 /month x 12 months		=			\$0
Postage: \$3 /month x 12 months		=			\$36
Post Office Box Rent: \$0 /year		=			\$0
Bulk Mail Permit: \$0 /year		=			\$0
_____ /year		=			\$0
Total	=	\$516	\$258	\$253	\$5
		50%	49%	1%	
_____ /month x 12 months	=	\$0	\$0	\$0	\$0
		50%	50%	0%	
TOTAL COMMUNICATION & UTILITY COSTS		\$258	\$253	\$5	\$516

7. OTHER					Title III-B	Title III-C	Title III-E	Total	
Insurance:									
Business Pkg (Including Product Liab, Excluding W/C):	<u> \$500 </u> /year	=	<u> \$500 </u>						
Crime Bond/Fidelity Bond	<u> \$100 </u> /year	=	<u> \$100 </u>						
Directors & Officers Coverage:	<u> \$100 </u> /year	=	<u> \$100 </u>						
<i>Notes:</i>									
	Total	=	<u> \$700 </u>		\$350	\$343	\$7	\$700	
					50%	49%	1%		
Audit:	<u> \$450 </u> /year	=	<u> \$450 </u>						
Tax Professional/CPA Expenses:	<u> \$0 </u> /year	=	<u> \$0 </u>						
(Preparation of Forms 990, W-2's, 1099's, Etc.)		=	<u> \$450 </u>		\$225	\$220	\$5	\$450	
					50%	49%	1%		
Dues (Professional Associations, Chamber, Etc.):									
	<u> \$0 </u> /year	=	<u> \$0 </u>						
	<u> \$0 </u> /year	=	<u> \$0 </u>						
	<u> \$0 </u> /year	=	<u> \$0 </u>						
	Total	=	<u> \$0 </u>		\$0	\$0	\$0	\$0	
					51%	0%	49%		
(Note: Total payments for contract labor over \$600/year requires Form 1099)									
Contract Labor for:	<u> \$0 </u> /year	=	<u> \$0 </u>		\$0	\$0	\$0	\$0	
					50%	50%	0%		
Contract Labor for:	<u> \$0 </u> /year	=	<u> \$0 </u>		\$0	\$0	\$0	\$0	
					50%	50%	0%		
Contract Labor for:	<u> \$0 </u> /year	=	<u> \$0 </u>		\$0	\$0	\$0	\$0	
					50%	50%	0%		
Snow Removal, Lawn Care, Grounds Maint:	<u> \$0 </u> /year	=	<u> \$0 </u>		\$0	\$0	\$0	\$0	
					50%	50%	0%		
Floor/Carpet Cleaning:	<u> \$0 </u> /year	=	<u> \$0 </u>		\$0	\$0	\$0	\$0	
					50%	50%	0%		
Other :	<u> \$0 </u> /year	=	<u> \$0 </u>		\$0	\$0	\$0	\$0	
(describe)					50%	50%	0%		
Other :	<u> \$0 </u> /year	=	<u> \$0 </u>		\$0	\$0	\$0	\$0	
(describe)					50%	50%	0%		
Bank Safety Deposit Box Rent:	<u> \$0 </u> /year	=	<u> \$0 </u>		\$0	\$0	\$0	\$0	
					50%	50%	0%		
OTHER <i>Continued next page</i>					Subtotal this page	\$575	\$563	\$12	\$1,150

7. OTHER (Continued)					Title III-B	Title III-C	Title III-E	Total
Computer Software purchases/updates:	<u> \$0 </u> /year	=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
(including anti-virus updates)				50%	50%	0%		
Publications (Books, video, CD's, DVD's, etc.):	<u> \$0 </u> /year	=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
				50%	50%	0%		
Subscriptions (Magazines,newspapers,etc):	<u> \$180 </u> /year	=	<u> \$180 </u>	<u> \$180 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$180 </u>	<u> \$180 </u>
				100%	0%	0%		
III-B, III-C, III-E Program Advertising (Radio, TV, newspaper, etc.)								
(Note: Health Fair Advertising is 100% III-B program)								
Newspaper	III-B, III-C, III-E		<u> \$0 </u> /year	=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
Note Type of Media	Note Programs (III-B,III-C,III-E)				45%	45%	10%	
			<u> \$0 </u> /year	=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
Note Type of Media	Note Programs (III-B,III-C,III-E)				50%	50%	0%	
Legal Public Notices:	<u> </u> /year	=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
					50%	50%	0%	
Range Hood/Ansul System Inspections:	<u> \$125 </u> /year	=	<u> \$125 </u>	<u> \$125 </u>	<u> \$125 </u>	<u> \$125 </u>	<u> \$125 </u>	<u> \$125 </u>
						100%		
Exterminator:	<u> \$0 </u> /year	=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
Exterminator is split 50/50.					50%	50%	0%	
Fire Extinguisher Inspections:	<u> \$0 </u> /year	=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
					50%	50%	0%	
Bank Service Charges:	<u> </u> /month x 12 months	=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
					50%	50%	0%	
III-B Misc Activity Costs (Speaker fees, Class Instructor fees, Etc):								
	<u> </u> /year	=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
	<u> </u> /year	=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
	<u> </u> /year	=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
Total		=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
					100%			
III-C Misc Nutrition Costs:								
	<u> \$0 </u> /year	=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
	<u> </u> /year	=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
Total		=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
						100%		
III-E Misc Caregiver Costs:								
III-E Promotion/Caregiver Costs:	<u> \$683 </u> /year	=	<u> \$683 </u>	<u> \$683 </u>	<u> \$683 </u>	<u> \$683 </u>	<u> \$683 </u>	<u> \$683 </u>
						100%		
Misc Other Costs:	<u> </u> /year	=	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>	<u> \$0 </u>
					50%	50%	0%	
Subtotal this page					<u> \$180 </u>	<u> \$125 </u>	<u> \$683 </u>	<u> \$988 </u>
Subtotal previous page					<u> \$575 </u>	<u> \$563 </u>	<u> \$12 </u>	<u> \$1,150 </u>
TOTAL OTHER COSTS					<u> \$755 </u>	<u> \$688 </u>	<u> \$695 </u>	<u> \$2,138 </u>

8. RAW FOOD	Title III-B	Title III-C	Title III-E	Total
<p>The average number of meals per day to be used on this page can be found on the DATA INFORMATION SHEET for your center.</p>				
<p>Budgets Annual Congregate Meals <u>15,032</u> meals</p>				
<p>Total Eligible 60+ Congregate Meals = <u>15,032</u> meals</p>				
<p>Budgeted Home Delievered Meals <u>10900</u></p>				
<p>Budgeted To-Go Meals <u>944</u> meals</p>				
<p>Budgeted COVID Home Delievered Meals <u>856</u></p>				
<p>Total Eligible 60+ Home Delivered Meals = <u>12,700</u> meals</p>				
<p>Total Congregate Meals = <u>15,032</u> meals</p>				
<p>Total Home Delivered Meals = <u>12,700</u> meals</p>				
<p>Total Eligible 60+ Meals = <u>27,732</u> meals</p>				
<p>Total Eligible 60+ Meals <u>27,732</u> x Avg raw food cost per meal <u>\$2.77</u> = <u>\$76,818</u> <small>This Number will pull from Data Summary See note below.</small></p>				
		<p><u>\$76,818</u> 100%</p>		
<p>Total Ineligible Meals <u>2,024</u> x Avg raw food cost per meal <u>\$2.77</u> = <u>\$5,606</u> <small>This Number will pull from Data Summary See note below.</small></p>				
		<p><u>\$5,606</u> 100%</p>		
<p>Total Meals Catered to another AOA Service Provider or Sr Center <u>0</u> x Avg raw food cost per meal <u>\$2.77</u> = <u>\$0</u> <small>This Number will pull from Data Summary See note below.</small></p>				
		<p><u>\$0</u> 100%</p>		
<p>Note: Average raw food cost/meal for this budget shall be equivalent to that of the period January through October of the previous calendar year .</p>				
<p>TOTAL RAW FOOD COSTS</p>		<p>xxxxxxxxx</p>	<p>\$82,424</p>	<p>xxxxxxxxx \$82,424</p>

ITEMIZATION OF FUNDING SOURCES -- Title III-B / III-C / III-E

Section A: OTHER (Non-Match)				Title III-B	Title III-C	Title III-E	Total
Experience Works/AARP:	<u>\$0</u>	=	\$0	\$0	\$0	\$0	\$0
				50%	50%	0%	
Experience Works/AARP:	<u>\$0</u>	=	\$0	\$0	\$0	\$0	\$0
				50%	50%	0%	
TOTAL OTHER (Non-Match)				\$0	\$0	\$0	\$0

Section B: Other Inelig Meals				Title III-B	Title III-C	Title III-E	Total
Total C-1 meals Reimbursement		=	\$3,435				
Total C-2 meals Reimbursement		=	\$8,932				
Total		=	\$12,367		\$12,367		\$12,367
					100%		
TOTAL OTHER (Non-Match)				xxxxxxxxx	\$12,367	xxxxxxxxx	\$12,367

Section C: FEDERAL NSIP (USDA) (Non-Match)				Title III-B	Title III-C	Title III-E	Total
15,032 Total C-1 meals x	\$0.7000	USDA rate =	\$10,522				
12,700 Total C-2 meals x	\$0.7000	USDA rate =	\$8,890				
Total		=	\$19,412		\$19,412		\$19,412
					100%		
TOTAL FEDERAL NSIP (USDA) (Non-Match)				xxxxxxxxx	\$19,412	xxxxxxxxx	\$19,412

Section D: INCOME CONTRIBUTIONS (Non-Match)				Title III-B	Title III-C	Title III-E	Total
III-B Income Contributions (for III-B services such as health clinics, supportive services, etc)				\$0			\$0
				100%			
15,032 Total C-1 meals x	<u>\$3.49</u>	Avg contribution	= \$52,462				
944 Total C-2 meals x	<u>\$4.03</u>	Avg contribution	= \$3,804				
The average contribution used is from the period Jan thru Oct of the previous calendar year.		Total	= \$56,266		\$56,266		\$56,266
					100%		
III-E Income Contributions (for III-E services such as caregiver speakers, trainings, etc)						\$0	\$0
						100%	
TOTAL INCOME CONTRIBUTIONS (Non-Match)				\$0	\$56,266	\$0	\$56,266

Section E: LOCAL PUBLIC CASH (Matching)				Title III-B	Title III-C	Title III-E	Total
City Funds	<u>\$300,000</u> /year	=	\$300,000	\$135,000	\$165,000	\$0	\$300,000
				45%	55%	0%	
County Funds	<u>\$0</u> /year	=	\$0	\$0	\$0	\$0	\$0
				50%	50%	0%	
TOTAL LOCAL PUBLIC CASH (Matching)				\$135,000	\$165,000	\$0	\$300,000

Section F: LOCAL OTHER CASH (Matching)				Title III-B	Title III-C	Title III-E	Total
III-B Local Other Cash	<u>\$8,422</u> /year	=	\$8,422	\$8,422			\$8,422
(This number is not accurate until the III-B Units of Service page is complete.)							
				100%			
III-C Local Other Cash	<u>\$8,425</u> /year	=	\$8,425		\$8,425		\$8,425
(This number is not accurate until the III-C Summary page is complete.)							
					100%		
III-E Local Other Cash	<u>\$0</u> /year	=	\$0			\$0	\$0
(This number is not accurate until the III-E Summary page is complete.)							
						100%	
TOTAL OTHER CASH (Matching)				\$8,422	\$8,425	\$0	\$16,847

TITLE III-B UNITS OF SERVICE

FY 2023

Service Provider:

City of Columbus

The yearly number of units for III-B services to be used on these pages can be found on the DATA INFORMATION SHEET for your center.

	TOTAL # OF UNITS	
	yearly	monthly
<p>1. Information & Assistance Also known as Basic Information. A Service that:</p> <ul style="list-style-type: none"> · provides the individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology; · assesses the problems and capacities of the individuals; · links the individuals to the opportunities and services that are available; and · to the maximum extent practicable, ensures that the individual s receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures. <p>Contact - One-on-One</p>	127	11
<p>2. Assisted Transportation Services or activities that provide or arrange for the travel, including travel costs, of individuals from one location to another. This service includes escort or other appropriate assistance for a person who has difficulties (physical or cognitive) using regular vehicular transportation.</p> <ul style="list-style-type: none"> ➤ Service must be coordinated through the senior center and can be done by senior center staff, volunteers, or participants. ➤ Nebraska Department of Roads (NDOR) or Nebraska Department of Transportation (NDOT) units cannot be counted. ➤ Senior Centers with contracts/agreements with NDOR/NDOT will not receive Title III-B funding for assisted transportation. City operated senior centers that have NDOR/NDOT programs through the City will not receive Title III-B funding for assisted transportation. <p>Service unit is one-way trip.</p> <p>Individual must be 60 years or older.</p> <p>This is a registered service.</p>	0	0
<p>3. Transportation: Services or activities that provide or arrange for the travel, including costs of individuals from one location to another. Does not include any other activity.</p> <ul style="list-style-type: none"> ➤ Service must be coordinated through the senior center and can be done by senior center staff, volunteers, or participants. ➤ Nebraska Department of Roads (NDOR) or Nebraska Department of Transportation (NDOT) units cannot be counted. ➤ Senior Centers with contracts/agreements with NDOR/NDOT will not receive Title III-B funding for assisted transportation. City operated senior centers that have NDOR/NDOT programs through the City will not receive Title III-B funding for assisted transportation. <p>Service unit is one-way trip.</p> <p>Individual must be 60 years or older.</p>	0	0
<p>4. Nutrition Education: A targeted program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information that is consistent with the current Dietary Guidelines for Americans and instruction to participants, caregivers, or participants and caregivers, overseen by a dietitian or individual of comparable expertise. -- NENAAA will provide all eligible Nutrition Education information.</p> <p>Session - One-on-One or Group Setting</p>	12	1
<p>5. Health Promotional/Disease Prevention - <u>Qualified</u> (Non Evidence-Based) Activities may include those defined in the OAA (Section 102(14). For example:</p> <ul style="list-style-type: none"> - routine health screening - medication management - physical fitness, group exercise, and music therapy, art therapy, and dance-movement therapy (Certified Trainer) <p>Service must be coordinated through the senior center.</p> <p>Contact - One-on-One or Group Setting -- III-B Sign In Sheet Required</p> <p>This is a registered service.</p>	7533	628

TITLE III-B UNITS OF SERVICE

FY 2023

Service Provider:

City of Columbus

The yearly number of units for III-B services to be used on these pages can be found on the DATA INFORMATION SHEET for your center.

TOTAL # OF UNITS

<p>6. Health Promotional/Disease Prevention - <u>Non-Qualified</u> (Non Evidence-Based)</p> <p>Activities may include those defined in the OAA (Section 102(14). For example:</p> <ul style="list-style-type: none"> - health education - age-related diseases and chronic disabling conditions information - counseling regarding social services and follow-up health services - educational services for individuals and their primary caregivers - physical fitness, group exercise, and music therapy, art therapy, and dance-movement therapy - <u>(With Out Certified Trainer)</u> <p>Service must be coordinated through the senior center and can be done by senior center staff, volunteers, or participants.</p> <p>Contact - One-on-One or Group Setting -- III-B Sign In Sheet Required</p> <p>This is a registered service.</p>	<p>169</p>	<p>14</p>
<p>7. Information Services</p> <p>A media activity that conveys information about available services, aging, or the aging network. It is a one way mode of communication. Examples include: Facebook posts, TV Ads/PSAs, radio ads/PSAs, website hits, brochures, newspaper ads, press releases.</p> <p><i>When counting brochures and other print media as Information Services, it should be counted when the cost is incurred (when the brochures are printed, when the newspaper ad is billed).</i></p> <p><i>Previously Information Services IIIB and/or Public Information</i></p> <p>Activity - Indirect Setting</p>		
<p>8. Counseling:</p> <p>Services that assist older adults to address issues, concerns, or make decisions. This can include counseling on specific topics like financial issues, SHIP (State Health Insurance Program, managed through a federal grant to the Nebraska Department of Insurance), housing, health insurance, taxes, etc.</p> <p>Does not include Nutrition Counseling, Caregiver Counseling, Options Counseling, or Transitional Options Counseling.</p> <p>Hour - One-on-One</p>	<p>160</p>	<p>13</p>
<p>9. Material Distribution:</p> <p>The provision of goods to an older individual at no cost which will directly support the health and independence of the individual with an assessed need.</p> <p>This can include: smoke detectors, eyeglasses, hearing aids, oral health, durable medical equipment.</p> <ul style="list-style-type: none"> ➤ Service must be coordinated through the senior center and done by senior center staff, volunteers, or participants. ➤ Services must be distributed through the senior center. <p>Service unit is one unit. Individual not by household.</p> <p>Individual must be 60 years or older.</p> <p>This is a registered service.</p>	<p>435</p>	<p>36</p>
<p>10. Social Activities:</p> <p>Provision of activities which foster the social well-being of individuals through social interaction and the satisfying use of leisure time. Activities, such as performing arts, games, and crafts, either as an observer or as a participant, facilitated by a provider.</p> <p>This service covers activities at the senior center or should be organized/planned by the senior center.</p> <p>Person Hour - Group Setting -- III-B Sign In Sheet Required</p>	<p>34256</p>	<p>2,855</p>
<p>11. Senior Center Hours:</p> <p>The hours of multipurpose senior centers are open to older individuals.</p> <p>Hour - Indirect Setting</p>	<p>512</p>	<p>43</p>

III-B SUMMARY SHEET

Fiscal Year **2023**

Contractor: City of Columbus

Use whole dollar amounts

S E C T I O N A	1.	Personnel	\$110,477
	2.	Travel	\$554
	3.	Printing & Supplies	\$5,778
	4.	Equipment	\$0
	5.	Building Space	\$80,316
	6.	Communications & Utilities	\$258
	7.	Other	\$755
	8.	Contract	XXXXXXXX
	9.	GROSS COST (Sum of lines 1 thru 8)	\$198,138
	10.	Other (Non-Match)	\$0
	11.	Federal SSBG (Title XX) (Non-Match)	XXXXXXXX
	12.	Income Contributions (Non-Match)	\$0
	13.	TOTAL (Non-match) (Sum of lines 10 thru 12)	\$0
	14.	ACTUAL COST (Line 9 minus line 13)	\$198,138
	15.	Local Public (Cash Match)	\$135,000
	16.	TOTAL Federal & State Funds (from NENAAA)	\$58,574
	17.	Local Other (Cash Match - Fundraising) (Line 14 minus lines 15 & 16)	\$4,564
	18.	Federal NSIP (USDA) (Non-Match)	XXXXXXXX

crosschecks - should be zero

The number on line 17 cannot be zero

Federal & State Funds:

	III-B Service & People	# of Units (from III-B Units pages)	Unit Rate	Fed/State Funds	Percentage	
S E C T I O N B	1.	Information & Assistance	127	\$1.00	\$127	0.22%
	2.	Assisted Transportation	0	\$1.00	\$0	0.00%
	3.	Transportation	0	\$0.25	\$0	0.00%
	4.	Nutrition Education	12	\$10.00	\$120	0.20%
	5.	HP/DP-Qual (Non Evid Based)	7,533	\$4.80	\$36,158	61.73%
	6.	HP/DP-Non Qual (Non Evid Based)	169	\$0.40	\$68	0.12%
	7.	Information Services	301	\$3.00	\$903	1.54%
	8.	Counseling	160	\$6.00	\$960	1.64%
	9.	Material Distribution	435	\$6.00	\$2,610	4.46%
	10.	Social Activities	34,256	\$0.50	\$17,128	29.24%
	11.	Senior Center Hours	512		\$500	0.85%
	TOTAL III-B	43,505		\$58,574	100.00%	

Title III-B I & A FINANCIAL SHEET

Fiscal Year 2023

Contractor: City of Columbus

1. Title III-B Federal & State Funds (see page 14B)		\$127
2. Other (Non-Match) - Experience Works/AARP (see page 9, Section A)	<u>0.22%</u>	\$0
3. Federal SSBG (Non-Match) (see page 9, Section B)		XXXXXXXXXX
4. Title III-B Income Contributions (Non-Match) (see page 9, Section D)	<u>0.22%</u>	\$0
5. Local Public Cash (Matching) (see page 9, Section E)	<u>0.22%</u>	\$297
6. Local Other Cash (Matching - Fundraising) (see page 9, Section F)	<u>0.22%</u>	\$10
7. TOTAL CONTRACT COST (sum of lines 1 thru 6)		\$434
8. Total Contract Cost (same as line 7 above)		\$434
9. Other (Non-Match) - Experience Works/AARP (same as line 2 above)		\$0
10. Federal SSBG (Non-Match) (same as line 3 above)		XXXXXXXXXX
11. Income Contributions (Non-Match) (same as line 4 above)		\$0
12. Local Public Cash (Matching) (same as line 5 above)		\$297
13. Local Other Cash (Matching) (same as line 6 above)		\$10
14. TOTAL (Sum of lines 9 thru 13)		\$307
15. (For Agency use only, leave blank)		
16. Funding		\$127
17. (For Agency use only, leave blank)		
18. Federal NSIP (USDA) (Non-Match) (see page 9, Section C)		XXXXXXXXXX

Total Federal & State Funds = \$127

Title III-B ASSIS. TRANS. FINANCIAL SHEET

Fiscal Year **2023**

Contractor: City of Columbus

1. Title III-B Federal & State Funds (see page 14B)		\$0
2. Other (Non-Match) - Experience Works/AARP (see page 9, Section A)	<u>0.00%</u>	\$0
3. Federal SSBG (Non-Match) (see page 9, Section B)		XXXXXXXXXX
4. Title III-B Income Contributions (Non-Match) (see page 9, Section D)	<u>0.00%</u>	\$0
5. Local Public Cash (Matching) (see page 9, Section E)	<u>0.00%</u>	\$0
6. Local Other Cash (Matching - Fundraising) (see page 9, Section F)	<u>0.00%</u>	\$0
7. TOTAL CONTRACT COST (sum of lines 1 thru 6)		\$0
8. Total Contract Cost (same as line 7 above)		\$0
9. Other (Non-Match) - Experience Works/AARP (same as line 2 above)		\$0
10. Federal SSBG (Non-Match) (same as line 3 above)		XXXXXXXXXX
11. Income Contributions (Non-Match) (same as line 4 above)		\$0
12. Local Public Cash (Matching) (same as line 5 above)		\$0
13. Local Other Cash (Matching) (same as line 6 above)		\$0
14. TOTAL (Sum of lines 9 thru 13)		\$0
15. (For Agency use only, leave blank)		
16. Funding		\$0
17. (For Agency use only, leave blank)		
18. Federal NSIP (USDA) (Non-Match) (see page 9, Section C)		XXXXXXXXXX

Total Federal & State Funds = \$0

Title III-B TRANS. FINANCIAL SHEET

Fiscal Year 2023

Contractor: City of Columbus

1. Title III-B Federal & State Funds (see page 14B)		\$0
2. Other (Non-Match) - Experience Works/AARP (see page 9, Section A)	<u>0.00%</u>	\$0
3. Federal SSBG (Non-Match) (see page 9, Section B)		XXXXXXXXXX
4. Title III-B Income Contributions (Non-Match) (see page 9, Section D)	<u>0.00%</u>	\$0
5. Local Public Cash (Matching) (see page 9, Section E)	<u>0.00%</u>	\$0
6. Local Other Cash (Matching - Fundraising) (see page 9, Section F)	<u>0.00%</u>	\$0
7. TOTAL CONTRACT COST (sum of lines 1 thru 6)		\$0
8. Total Contract Cost (same as line 7 above)		\$0
9. Other (Non-Match) - Experience Works/AARP (same as line 2 above)		\$0
10. Federal SSBG (Non-Match) (same as line 3 above)		XXXXXXXXXX
11. Income Contributions (Non-Match) (same as line 4 above)		\$0
12. Local Public Cash (Matching) (same as line 5 above)		\$0
13. Local Other Cash (Matching) (same as line 6 above)		\$0
14. TOTAL (Sum of lines 9 thru 13)		\$0
15. (For Agency use only, leave blank)		
16. Funding		\$0
17. (For Agency use only, leave blank)		
18. Federal NSIP (USDA) (Non-Match) (see page 9, Section C)		XXXXXXXXXX

Total Federal & State Funds = \$0

Title III-B NUTRITION ED. FINANCIAL SHEET

Fiscal Year 2023

Contractor: City of Columbus

1. Title III-B Federal & State Funds (see page 14B)		\$120
2. Other (Non-Match) - Experience Works/AARP (see page 9, Section A)	<u>0.20%</u>	\$0
3. Federal SSBG (Non-Match) (see page 9, Section B)		XXXXXXXXXX
4. Title III-B Income Contributions (Non-Match) (see page 9, Section D)	<u>0.20%</u>	\$0
5. Local Public Cash (Matching) (see page 9, Section E)	<u>0.20%</u>	\$270
6. Local Other Cash (Matching - Fundraising) (see page 9, Section F)	<u>0.20%</u>	\$9
7. TOTAL CONTRACT COST (sum of lines 1 thru 6)		\$399
8. Total Contract Cost (same as line 7 above)		\$399
9. Other (Non-Match) - Experience Works/AARP (same as line 2 above)		\$0
10. Federal SSBG (Non-Match) (same as line 3 above)		XXXXXXXXXX
11. Income Contributions (Non-Match) (same as line 4 above)		\$0
12. Local Public Cash (Matching) (same as line 5 above)		\$270
13. Local Other Cash (Matching) (same as line 6 above)		\$9
14. TOTAL (Sum of lines 9 thru 13)		\$279
15. (For Agency use only, leave blank)		
16. Funding		\$120
17. (For Agency use only, leave blank)		
18. Federal NSIP (USDA) (Non-Match) (see page 9, Section C)		XXXXXXXXXX

Total Federal & State Funds = \$120

**Title III-B Health Promotion/Disease Prevention
(Qualified) FINANCIAL SHEET**

Fiscal Year **2023**

Contractor: City of Columbus

1. Title III-B Federal & State Funds (see page 14B)		\$36,158
2. Other (Non-Match) - Experience Works/AARP (see page 9, Section A)	61.73%	\$0
3. Federal SSBG (Non-Match) (see page 9, Section B)		XXXXXXXXXX
4. Title III-B Income Contributions (Non-Match) (see page 9, Section D)	61.73%	\$0
5. Local Public Cash (Matching) (see page 9, Section E)	61.73%	\$83,336
6. Local Other Cash (Matching - Fundraising) (see page 9, Section F)	61.73%	\$2,817
7. TOTAL CONTRACT COST (sum of lines 1 thru 6)		\$122,311
8. Total Contract Cost (same as line 7 above)		\$122,311
9. Other (Non-Match) - Experience Works/AARP (same as line 2 above)		\$0
10. Federal SSBG (Non-Match) (same as line 3 above)		XXXXXXXXXX
11. Income Contributions (Non-Match) (same as line 4 above)		\$0
12. Local Public Cash (Matching) (same as line 5 above)		\$83,336
13. Local Other Cash (Matching) (same as line 6 above)		\$2,817
14. TOTAL (Sum of lines 9 thru 13)		\$86,153
15. (For Agency use only, leave blank)		
16. Funding		\$36,158
17. (For Agency use only, leave blank)		
18. Federal NSIP (USDA) (Non-Match) (see page 9, Section C)		XXXXXXXXXX

Total Federal & State Funds = \$36,158

**Title III-B Health Promotion/Disease Prevention
(Non-Qualified) FINANCIAL SHEET**

Fiscal Year **2023**

Contractor: City of Columbus

1. Title III-B Federal & State Funds (see page 14B)		\$68
2. Other (Non-Match) - Experience Works/AARP (see page 9, Section A)	0.12%	\$0
3. Federal SSBG (Non-Match) (see page 9, Section B)		XXXXXXXXXX
4. Title III-B Income Contributions (Non-Match) (see page 9, Section D)	0.12%	\$0
5. Local Public Cash (Matching) (see page 9, Section E)	0.12%	\$162
6. Local Other Cash (Matching - Fundraising) (see page 9, Section F)	0.12%	\$5
7. TOTAL CONTRACT COST (sum of lines 1 thru 6)		\$235
8. Total Contract Cost (same as line 7 above)		\$235
9. Other (Non-Match) - Experience Works/AARP (same as line 2 above)		\$0
10. Federal SSBG (Non-Match) (same as line 3 above)		XXXXXXXXXX
11. Income Contributions (Non-Match) (same as line 4 above)		\$0
12. Local Public Cash (Matching) (same as line 5 above)		\$162
13. Local Other Cash (Matching) (same as line 6 above)		\$5
14. TOTAL (Sum of lines 9 thru 13)		\$167
15. (For Agency use only, leave blank)		
16. Funding		\$68
17. (For Agency use only, leave blank)		
18. Federal NSIP (USDA) (Non-Match) (see page 9, Section C)		XXXXXXXXXX

Total Federal & State Funds = \$68

Title III-B INFO. SERV. FINANCIAL SHEET

Fiscal Year 2023

Contractor: City of Columbus

1. Title III-B Federal & State Funds (see page 14B)		\$903
2. Other (Non-Match) - Experience Works/AARP (see page 9, Section A)	1.54%	\$0
3. Federal SSBG (Non-Match) (see page 9, Section B)		XXXXXXXXXX
4. Title III-B Income Contributions (Non-Match) (see page 9, Section D)	1.54%	\$0
5. Local Public Cash (Matching) (see page 9, Section E)	1.54%	\$2,079
6. Local Other Cash (Matching - Fundraising) (see page 9, Section F)	1.54%	\$70
7. TOTAL CONTRACT COST (sum of lines 1 thru 6)		\$3,052
8. Total Contract Cost (same as line 7 above)		\$3,052
9. Other (Non-Match) - Experience Works/AARP (same as line 2 above)		\$0
10. Federal SSBG (Non-Match) (same as line 3 above)		XXXXXXXXXX
11. Income Contributions (Non-Match) (same as line 4 above)		\$0
12. Local Public Cash (Matching) (same as line 5 above)		\$2,079
13. Local Other Cash (Matching) (same as line 6 above)		\$70
14. TOTAL (Sum of lines 9 thru 13)		\$2,149
15. (For Agency use only, leave blank)		
16. Funding		\$903
17. (For Agency use only, leave blank)		
18. Federal NSIP (USDA) (Non-Match) (see page 9, Section C)		XXXXXXXXXX

Total Federal & State Funds = \$903

Title III-B COUNSEL FINANCIAL SHEET

Fiscal Year 2023

Contractor: City of Columbus

1. Title III-B Federal & State Funds (see page 14B)		\$960
2. Other (Non-Match) - Experience Works/AARP (see page 9, Section A)	1.64%	\$0
3. Federal SSBG (Non-Match) (see page 9, Section B)		XXXXXXXXXX
4. Title III-B Income Contributions (Non-Match) (see page 9, Section D)	1.64%	\$0
5. Local Public Cash (Matching) (see page 9, Section E)	1.64%	\$2,214
6. Local Other Cash (Matching - Fundraising) (see page 9, Section F)	1.64%	\$75
7. TOTAL CONTRACT COST (sum of lines 1 thru 6)		\$3,249
8. Total Contract Cost (same as line 7 above)		\$3,249
9. Other (Non-Match) - Experience Works/AARP (same as line 2 above)		\$0
10. Federal SSBG (Non-Match) (same as line 3 above)		XXXXXXXXXX
11. Income Contributions (Non-Match) (same as line 4 above)		\$0
12. Local Public Cash (Matching) (same as line 5 above)		\$2,214
13. Local Other Cash (Matching) (same as line 6 above)		\$75
14. TOTAL (Sum of lines 9 thru 13)		\$2,289
15. (For Agency use only, leave blank)		
16. Funding		\$960
17. (For Agency use only, leave blank)		
18. Federal NSIP (USDA) (Non-Match) (see page 9, Section C)		XXXXXXXXXX

Total Federal & State Funds = \$960

Title III-B Material Distribution
FINANCIAL SHEET

Fiscal Year **2023**

Contractor: City of Columbus

1. Title III-B Federal & State Funds (see page 14B)		\$2,610
2. Other (Non-Match) - Experience Works/AARP (see page 9, Section A)	4.46%	\$0
3. Federal SSBG (Non-Match) (see page 9, Section B)		XXXXXXXXXX
4. Title III-B Income Contributions (Non-Match) (see page 9, Section D)	4.46%	\$0
5. Local Public Cash (Matching) (see page 9, Section E)	4.46%	\$6,021
6. Local Other Cash (Matching - Fundraising) (see page 9, Section F)	4.46%	\$204
7. TOTAL CONTRACT COST (sum of lines 1 thru 6)		\$8,835
8. Total Contract Cost (same as line 7 above)		\$8,835
9. Other (Non-Match) - Experience Works/AARP (same as line 2 above)		\$0
10. Federal SSBG (Non-Match) (same as line 3 above)		XXXXXXXXXX
11. Income Contributions (Non-Match) (same as line 4 above)		\$0
12. Local Public Cash (Matching) (same as line 5 above)		\$6,021
13. Local Other Cash (Matching) (same as line 6 above)		\$204
14. TOTAL (Sum of lines 9 thru 13)		\$6,225
15. (For Agency use only, leave blank)		
16. Funding		\$2,610
17. (For Agency use only, leave blank)		
18. Federal NSIP (USDA) (Non-Match) (see page 9, Section C)		XXXXXXXXXX

Total Federal & State Funds = \$2,610

Title III-B SOCIAL ACT. FINANCIAL SHEET

Fiscal Year 2023

Contractor: City of Columbus

1. Title III-B Federal & State Funds (see page 14B)		\$17,128
2. Other (Non-Match) - Experience Works/AARP (see page 9, Section A)	29.24%	\$0
3. Federal SSBG (Non-Match) (see page 9, Section B)		XXXXXXXXXX
4. Title III-B Income Contributions (Non-Match) (see page 9, Section D)	29.24%	\$0
5. Local Public Cash (Matching) (see page 9, Section E)	29.24%	\$39,474
6. Local Other Cash (Matching - Fundraising) (see page 9, Section F)	29.24%	\$1,335
7. TOTAL CONTRACT COST (sum of lines 1 thru 6)		\$57,937
8. Total Contract Cost (same as line 7 above)		\$57,937
9. Other (Non-Match) - Experience Works/AARP (same as line 2 above)		\$0
10. Federal SSBG (Non-Match) (same as line 3 above)		XXXXXXXXXX
11. Income Contributions (Non-Match) (same as line 4 above)		\$0
12. Local Public Cash (Matching) (same as line 5 above)		\$39,474
13. Local Other Cash (Matching) (same as line 6 above)		\$1,335
14. TOTAL (Sum of lines 9 thru 13)		\$40,809
15. (For Agency use only, leave blank)		
16. Funding		\$17,128
17. (For Agency use only, leave blank)		
18. Federal NSIP (USDA) (Non-Match) (see page 9, Section C)		XXXXXXXXXX

Total Federal & State Funds = \$17,128

Title III-B COMPOSITE FINANCIAL SHEET

Fiscal Year 2023

Contractor: City of Columbus

1. Title III-B Federal & State Funds (see page 14B)	\$58,574
2. Other (Non-Match) - Experience Works/AARP (see page 9, Section A)	\$0
3. Federal SSBG (Non-Match) (see page 9, Section B)	XXXXXXXXXX
4. Title III-B Income Contributions (Non-Match) (see page 9, Section D)	\$0
5. Local Public Cash (Matching) (see page 9, Section E)	\$135,000
6. Local Other Cash (Matching - Fundraising) (see page 9, Section F)	\$4,564
7. TOTAL CONTRACT COST (sum of lines 1 thru 6)	\$198,138
8. Total Contract Cost (same as line 7 above)	\$198,138
9. Other (Non-Match) - Experience Works/AARP (same as line 2 above)	\$0
10. Ineligible Meal Dollars (Non-Match)	XXXXXXXXXX
11. Income Contributions (Non-Match) (same as line 4 above)	\$0
12. Local Public Cash (Matching) (same as line 5 above)	\$135,000
13. Local Other Cash (Matching) (same as line 6 above)	\$4,564
14. TOTAL (Sum of lines 9 thru 13)	\$139,564
15. (For Agency use only, leave blank)	
16. Funding	\$58,574
17. (For Agency use only, leave blank)	
18. Federal NSIP (USDA) (Non-Match) (see page 9, Section C)	XXXXXXXXXX

Total Federal & State Funds = \$58,574

Title III-C(1) FINANCIAL SHEET

Fiscal Year **2023**

Congregate Nutrition Services

Contractor: City of Columbus

III-C(1) Amounts Only

1. Title III-C(1) Federal & State Funds (see page 14C, III-C summary sheet, line 19)	\$34,574
2. Other (Non-Match) - Experience Works/AARP - see Page 10, Section A 54.20%	\$0
3. Ineligible Congregate Reimbursement (Non-Match) (see Page 10, Section B)	\$3,435
4. Title III-C(1) Income Contributions (Non-Match) (see Page 10, Section D)	\$52,462
5. Local Public Cash (Matching-Fundraising) - see Page 10, Section E, x 54.20%	\$89,430
6. Local Other Cash (Matching) - see Page 10, Section F, x 54.20%	\$4,566
7. Federal N SIP (USDA) - see Page 10, Section C, x	\$10,522
8. TOTAL CONTRACT COST (sum of lines 1 thru 7)	\$194,989
9. Total Contract Cost (same as line 8 above)	\$194,989
10. Other (Non-Match) - Experience Works/AARP (same as line 2 above)	\$0
11. Ineligible Meal Dollars (Non-Match)	\$3,435
12. Income Contributions (Non-Match) (same as line 4 above)	\$52,462
13. Local Public Cash (Matching) (same as line 5 above)	\$89,430
14. Local Other Cash (Matching) (same as line 6 above)	\$4,566
15. TOTAL (Sum of lines 10 thru 14)	\$149,893
16. (For Agency use only, leave blank)	
17. Funding	\$34,574
18. Federal Carryover (For Agency use only, leave blank)	
19. Title III-C(1) Congregate NSIP (Non-Match) (see Page 10, Section C)	\$10,522

Federal & State Meal Reimbursement = \$34,574

NSip Reimbursement= \$10,522

Total Federal & State Dollars to be paid= \$45,096

Title III-C(2) FINANCIAL SHEET

Fiscal Year 2023

Home Delivered Nutrition Services

Contractor: City of Columbus

III-C(2) Amounts Only

1. Title III-C(2) Federal & State Funds (see page 14C, III-C summary sheet, line 19)	\$35,560
2. Other (Non-Match) - Experience Works/AARP - see page 9, Section A, x <u>45.80%</u>	\$0
3. Ineligible Home Delivered Reimbursement (Non-Match) (see page 9, Section B)	\$8,932
4. Title III-C(2) Income Contributions (Non-Match) (see page 9, Section D)	\$3,804
5. Local Public Cash (Matching-Fundraising) - see Page 10, Section E, x <u>45.80%</u>	\$75,570
6. Local Other Cash (Matching) - see Page 10, Section F, x <u>45.80%</u>	\$3,859
7. Federal N SIP (USDA) - see Page 10, Section C, x	\$8,890
8. TOTAL CONTRACT COST (sum of lines 1 thru 7)	\$136,615
9. Total Contract Cost (same as line 8 above)	\$136,615
10. Other (Non-Match) - Experience Works/AARP (same as line 2 above)	\$0
11. Ineligible Meal Dollars (Non-Match)	\$8,932
12. Income Contributions (Non-Match) (same as line 4 above)	\$3,804
13. Local Public Cash (Matching) (same as line 5 above)	\$75,570
14. Local Other Cash (Matching) (same as line 6 above)	\$3,859
15. TOTAL (Sum of lines 10 thru 14)	\$92,165
16. (For Agency use only, leave blank)	
17. Funding	\$35,560
18. Federal Carryover (For Agency use only, leave blank)	
19. Title III-C(2) Home Delivered NSIP (Non-Match) (see page 9, Section C)	\$8,890

Federal & State Meal Reimburstment = \$35,560

NSip Reinbursement= \$8,890

Total Federal & State Dollars to be paid= \$44,450

DATA SUMMARY SHEET

Fiscal Year **2023**

Contractor: City of Columbus

Total Eligible C-1 meals	<u>15,032</u>
Total Eligible C-2 meals	<u>12,700</u>
Total Ineligible Cong SSBG meals	<u>78</u>
Total Ineligible HD SSBG meals	<u>1,096</u>
Total Ineligible HD Med Waiv meals	<u>452</u>
Total All Other Ineligible meals (Cong & HD)	<u>398</u>
Total meals catered to another AOA Provider/Sr Center	<u>0</u>
TOTAL ALL MEALS	<u>29,756</u>

MINUTES PER MEAL:

Kitchen Staff / Experience Works / AARP Hours (should match hours listed in Personnel Section):

<u>Title</u>	<u>Annual Hours</u>
1 <u>Head Cook</u>	<u>2,080.00</u>
2 <u>Progran Assistant-75%</u>	<u>905.00</u>
3 <u>Program Assistant-62.5'</u>	<u>1,040.00</u>
4 _____	_____
5 _____	_____
6 _____	_____

Total Kitchen Staff Hours (sum of 1 thru 6)	<u>4,025.00</u>	x 60 minutes =	<u>241,500</u>	
			Total Minutes	
<u>241,500</u>	divided by	<u>29,756</u>	=	<u>8.12</u>
Total Minutes		Total Meals (from above)		min/meal *

* The minutes per meal can not exceed the maximum 12 minutes per meal as approved by the NENAAA Governing Board at the February 16th, 2006 board meeting.

Don't use this number off the budget to set what you charge for you under 60 meals. For that you will use your monthly average.

GROSS COST PER MEAL:

<u>\$331,604</u>	divided by	<u>29,756</u>	=	<u>\$11.14</u>
Gross Cost (pg.14C, line 9)		Total Meals (from above)		gross cost/meal **

	<u>Congregate</u>	<u>Home Delivered</u>
Suggested contribution for ELIGIBLE persons	<u>\$4.00</u>	<u>\$5.00</u>
Price charged for INELIGIBLE persons **	<u>\$7.50</u>	<u>\$8.00</u>

**** The price charged for Ineligible meals MUST be equal to or greater than the gross cost per meal.**

When doing this Budget you should strive to keep the Gross Cost Per Meal at or below \$9.25.

NORTHEAST NEBRASKA AREA AGENCY ON AGING

TO FIGURE MAXIMUM ALLOWABLE COOK HOURS PER DAY:

$$\begin{array}{r} \text{29,756} \text{ TOTAL meals per year} \\ \times \quad \underline{12.00} \text{ minutes per meal maximum allowed} \\ = \quad 357,072 \text{ minutes per year maximum allowed} \\ \\ \div \quad \underline{60} \text{ minutes per hour} \\ = \quad 5,951.20 \text{ hours per year maximum allowed} \\ \\ \div \quad \underline{260} \text{ paid cook days per year (enter your appropriate number of days)} \\ \quad \quad \quad \text{[may use 254 serving days + usual 6 paid holidays]} \\ = \quad \text{22.89} \text{ TOTAL MAXIMUM ALLOWED COOK HOURS PER DAY} \end{array}$$

The total combined cook hours **ALLOWED** per day in this example is **22.89** hours
IF the daily average of **117** meals is served.

If you want to set a GOAL for “minutes per meal”:

$$\begin{array}{r} \text{29,756} \text{ TOTAL meals per year} \\ \times \quad \underline{\quad} \text{ minutes per meal goal}^* \\ = \quad \quad \quad 0 \text{ minutes per year goal} \\ \\ \div \quad \underline{60} \text{ minutes per hour} \\ = \quad \quad \quad 0.00 \text{ hours per year goal} \\ \\ \div \quad \underline{260} \text{ paid cook days per year (enter your appropriate number of days)} \\ \quad \quad \quad \text{[may use 254 serving days + usual 6 paid holidays]} \\ = \quad \quad \quad \text{0} \text{ TOTAL COOK HOURS PER DAY TO MEET YOUR GOAL} \end{array}$$

* Substitute your goal number of minutes per meal. The industry standard is **8** minutes per meal.

PLAN OF ACTION TO LOWER MEAL PROVIDER'S GROSS COST PER MEAL

This plan must be completed by centers that have a gross cost per meal greater than \$9.25.

FY 2023

Service Provider:

City of Columbus

Budgeted Gross Cost/Meal: \$11.14

Current Average Gross Cost/Meal (From Data Sheet): \$11.05

Goal Gross Cost/Meal: _____

Daily

We are in the process of creating a plan to make the Seniors more accountable for registering for a meal and not showing up, as the number of meals prepared daily is based on the number of reservations received. Currently there are no consequences for excess meals due to no shows. They go into the trash as wasted food. Also more and more Seniors are starting to return to the Center for meals and activities as restrictions have been lifted and they are more comfortable going out again.

Weekly

Food orders from Sysco will be checked on a weekly basis to pencil out the cost per meal to see if a less expensive option can be found for ordering our supplies. We have experienced a lot of backorders and outages from our vendor and the substitutions are usually more expensive than the original order.

Monthly

The Center is a member of a purchasing group through One Source. Cindy will check on a monthly basis to see if the contracts have changed from one brand to another and make the appropriate changes to maximize this contract.

Quarterly

Cindy will write the menus in line with what the current contracts are through One Source. Every food item has its own contract. We can potentially get a lower food costs this way. We also will get quartely rebates through this Purchasing Group. Cindy and Doug have also been working with our Parks and Rec Coordinator to come up with some fundraising ideas to bring in some income.

TITLE III-E FAMILY CAREGIVER SUPPORT
UNITS OF SERVICE

FY 2023

Service Provider:

City of Columbus

	TOTAL # OF UNITS	
	yearly	monthly
<p>1. Caregiver Information Services</p> <p>A media activity that conveys information to caregivers about available services, aging, or the aging network.</p> <p><i>When counting brochures and other print media as Information Services, it should be counted when the cost is incurred (when the brochures are printed, when the newspaper ad is billed).</i></p> <p>Activity - Indirect Setting</p>	12	1
<p>2. Caregiver Outreach</p> <p>An interactive activity that conveys information to caregivers about available services, aging, or the aging network. It includes in-person interactive presentations, booth/exhibit at a fair, conference, or other public events. This service includes Public Education and Presentations.</p> <p>Activity - Group Setting</p>	12	1

III-E SUMMARY SHEET
Family Caregiver Support

Fiscal Year 2023

Contractor: City of Columbus

Use whole dollar amounts

1. Personnel	\$2,098
2. Travel	\$122
3. Printing & Supplies	\$580
4. Equipment	\$0
5. Building Space	\$0
6. Communications & Utilities	\$5
7. Other	\$695
8. Contract	xxxxxxxxxxxx
9. GROSS COST (Sum of lines 1 thru 8)	\$3,500
10. Other (Non-match)	\$0
11. Ineligible Meal Dollars (Non-Match)	xxxxxxxxxxxx
12. Income Contributions (Non-match)	\$0
13. TOTAL (Non-match) (Sum of lines 10 thru 12)	\$0
14. ACTUAL COST (Line 9 minus line 13)	\$3,500
15. Local Public (Cash Match)	\$0
16. TOTAL Federal & State Funds (from NENAAA)	\$3,500
17. Local Other (Cash Match - Fundraising) (Line 14 minus lines 15, 17 & 18)	\$0
18. Federal NSIP (USDA) (Non-Match)	xxxxxxxxxxxx

* This number should be the same amount as indicated in your allocation letter.

III-E Information Services 50.00%

III-E Outreach 50.00%

Title III-E (Information Services) FINANCIAL SHEET

Fiscal Year **2023**

Contractor: City of Columbus

1.	Title III-E(Info Serv) Federal & State Funds (see page 14C, III-E summary sheet, line 19)	50.00%	\$1,750
2.	Other (Non-Match) - Experience Works/AARP - see Page 10, Section A, x	50.00%	\$0
3.	Ineligible Meal Reimbursement (Non-Match) (see Page 10, Section B)		XXXXXXXXXX
4.	Title III-E(Info Serv) Income Contributions (Non-Match) (see Page 10, Section D)	50.00%	\$0
5.	Local Public Cash (Matching-Fundraising) - see Page 10, Section E, x	50.00%	\$0
6.	Local Other Cash (Matching) - see Page 10, Section F, x	50.00%	\$0
7.	Federal N SIP (USDA) - see Page 10, Section C, x		XXXXXXXXXX
8.	TOTAL CONTRACT COST (sum of lines 1 thru 7)		\$1,750
9.	Total Contract Cost (same as line 8 above)		\$1,750
10.	Other (Non-Match) - Experience Works/AARP (same as line 2 above)		\$0
11.	Ineligible Meal Dollars (Non-Match) (same as line 3 above)		XXXXXXXXXX
12.	Income Contributions (Non-Match) (same as line 4 above)		\$0
13.	Local Public Cash (Matching) (same as line 5 above)		\$0
14.	Local Other Cash (Matching) (same as line 6 above)		\$0
15.	TOTAL (Sum of lines 10 thru 14)		\$0
16.	(For Agency use only, leave blank)		
17.	Funding		\$1,750
18.	(For Agency use only, leave blank)		
19.	Federal Meal NSIP (Non-Match) (see Page 10, Section C)		XXXXXXXXXX

Federal & State Meal Reimbursement = \$1,750

Title III-E (Outreach) FINANCIAL SHEET

Fiscal Year **2023**

Contractor: City of Columbus

1.	Title III-E(Info Serv) Federal & State Funds (see page 14C, III-E summary sheet, line 19)	50.00%	\$1,750
2.	Other (Non-Match) - Experience Works/AARP - see Page 10, Section A, x	50.00%	\$0
3.	Ineligible Meal Reimbursement (Non-Match) (see Page 10, Section B)		XXXXXXXXXX
4.	Title III-E(Info Serv) Income Contributions (Non-Match) (see Page 10, Section D)	50.00%	\$0
5.	Local Public Cash (Matching-Fundraising) - see Page 10, Section E, x	50.00%	\$0
6.	Local Other Cash (Matching) - see Page 10, Section F, x	50.00%	\$0
7.	Federal NSIP (USDA) - see Page 10, Section C, x		XXXXXXXXXX
8.	TOTAL CONTRACT COST (sum of lines 1 thru 7)		\$1,750
9.	Total Contract Cost (same as line 8 above)		\$1,750
10.	Other (Non-Match) - Experience Works/AARP (same as line 2 above)		\$0
11.	Ineligible Meal Dollars (Non-Match) (same as line 3 above)		XXXXXXXXXX
12.	Income Contributions (Non-Match) (same as line 4 above)		\$0
13.	Local Public Cash (Matching) (same as line 5 above)		\$0
14.	Local Other Cash (Matching) (same as line 6 above)		\$0
15.	TOTAL (Sum of lines 10 thru 14)		\$0
16.	(For Agency use only, leave blank)		
17.	Funding		\$1,750
18.	(For Agency use only, leave blank)		
19.	Federal Meal NSIP (Non-Match) (see Page 10, Section C)		XXXXXXXXXX

Federal & State Meal Reimburstment = \$1,750

Title III-E COMPOSITE FINANCIAL SHEET

Fiscal Year

Contractor: City of Columbus

1. Title III-E Federal & State Funds (see page 14B)
2. Other (Non-Match) - Experience Works/AARP (see page 9, Section A)
3. Federal SSBG (Non-Match) (see page 9, Section B)
4. Title III-E Income Contributions (Non-Match) (see page 9, Section D)
5. Local Public Cash (Matching) (see page 9, Section E)
6. Local Other Cash (Matching - Fundraising) (see page 9, Section F)
7. Federal NSIP (USDA) - see Page 10, Section C, x
8. TOTAL CONTRACT COST (sum of lines 1 thru 6)
9. Total Contract Cost (same as line 7 above)
10. Other (Non-Match) - Experience Works/AARP (same as line 2 above)
11. Ineligible Meal Dollars (Non-Match)
12. Income Contributions (Non-Match) (same as line 4 above)
13. Local Public Cash (Matching) (same as line 5 above)
14. Local Other Cash (Matching) (same as line 6 above)
15. TOTAL (Sum of lines 9 thru 13)
16. (For Agency use only, leave blank)
17. Funding
18. (For Agency use only, leave blank)
19. Federal NSIP (USDA) (Non-Match) (see page 9, Section C)

Total Federal & State Funds =

LOCAL OTHER CASH MATCH

Fiscal Year **2023**

Contractor: City of Columbus

- 1. TOTAL LOCAL OTHER CASH -- MATCHING
(Budget Revenue pg. 9, part F, Total Column). \$11,255
- 2. Funds Received thru Catering to another AoA Service Provider/Sr Center. \$0

=====

- 7. LOCAL OTHER CASH -- MATCHING
FUNDRAISING (Line 1 minus line 2 thru 5). \$11,255

FUNDRAISING PLAN

FUNDRAISING PLAN: List each fundraiser and **NET** amount to be raised for **each event**.

Yearly Fundraisers

United Way Grant	\$15,000			

SUBTOTAL for Yearly Fundraisers \$15,000

Quarterly/Seasonal Fundraisers

SUBTOTAL for Quarterly/Seasonal Fundraisers \$0

Monthly Fundraisers

Room Rentals	\$2,000			

SUBTOTAL for Monthly Fundraisers \$2,000

GRAND TOTAL (must be = or > line 7) \$17,000

City of Columbus submits herewith the Service Component Plan of Operation for a component of the Northeast Nebraska Area Agency on Aging's Plan and hereby agrees to administer such Detailed Plan of Operation in accordance with the regulations, policies and procedures prescribed by the Administration of Community Living, the Nebraska Health & Human Services – State Unit on Aging, the Area Agency on Aging including, but not necessarily limited to the following conditions and contracts:

1. To ensure that all published material and news releases conspicuously acknowledge the Nebraska Health & Human Services – State Unit on Aging and the Area Agency on Aging's support of this project.
2. To report promptly and accurately to the Nebraska HHS – State Unit on Aging and the Area Agency on Aging when requested to do so and to supply such data and information as may be requested.
3. To make the financial and program records of the project supported by this award or contract available to representatives of the Nebraska HHS – State Unit on Aging and the Area Agency on Aging when requested.
4. To ensure that the federal share of this III-B project year shall meet any amount less than \$58,574 but in no case shall the federal share exceed \$58,574 of the total project costs.
5. To ensure that the federal share of this III-C project year shall meet any amount less than \$70,134 but in no case shall the federal share exceed \$70,134 of the total project costs.
6. To ensure that the federal share of this III-E project year shall meet any amount less than \$3,500 but in no case shall the federal share exceed \$3,500 of the total project costs.
7. To have, and to furnish assurance thereof that it has in force, third party blanket liability coverage sufficient to protect it and the Area Agency on Aging in case of accident on the project premises.
8. To comply with Title VI of the Civil Rights Act of 1964, (P.L. 88-352), and the regulations issued pursuant thereto. An assurance of compliance with such regulations (Form AoA-441) is attached.
9. To maintain methods of personnel administration consistent with the State of Nebraska, where applicable and with a written EEO Affirmative Action Manual on file with the Nebraska HHS—State Unit on Aging.
10. To assure that all expenditures incurred by the sponsor will be in accordance with the cost policies of the Nebraska HHS – State Unit on Aging and the Department of Health, Education and Welfare as set forth in Federal Regulations Title 45, Part 74.
11. To operate in accordance with the Older Americans Act of 1965, as amended, and the regulations and instructions issued thereunder.

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a known as the E-Verify Program or an equivalent federal program designated by the United States Department of Homeland Security or other federal program authorized to verify the work eligibility status of a newly hired employee.

It is understood and agreed by the undersigned that: 1) Funds granted as a result of this request are to be expected for the purpose set forth herein and in accordance with all applicable laws, regulations, policies, procedures and instructions of the Area Agency on Aging, the State, the Nebraska HHS – State Unit on Aging and Administration of Community Living of the U.S. Department of Health & Human Services; 2) Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the Area Agency on Aging and the State Agency, shall be deemed incorporated into and become a part of this agreement; 3) The attached Assurance of Compliance which the Department of Health & Human Services regulations issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) Funds awarded by the Area Agency on Aging and the Department may be terminated at any time for violations of any terms and requirements of this Agreement.

Date _____

Signature _____

Name (please print) James Bulkley

Title Mayor

III-B / III-C / III-E ASSURANCE OF COMPLIANCE

FY 2023

With the Department of Health, Education, and Welfare Regulations
Under Title VI of the Civil Rights Act of 1964

City of Columbus (hereinafter called the "Contractor") **HEREBY AGREES**

THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of , or be otherwise subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance from the Northeast Nebraska Area Agency on Aging, a recipient of federal financial assistance from the Department (hereinafter referred to as "NENAAA"); and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Contractor by NENAAA, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose of which the federal financial assistance is expended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the federal financial assistance is expended to it by NENAAA.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Contractor by NENAAA, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that NENAAA or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below who are authorized to sign this assurance on behalf of the Contractor.

Date _____

Signature _____

Name (please print) James Bulkley

Title Mayor

BOARD OF DIRECTORS REVIEW STATEMENT

FY 2023

The Board of Directors for the City of Columbus has received, reviewed, and approved for submission this Center's Budget Application to the Northeast Nebraska Area Agency on Aging.

Attach a copy of the minutes of this Board meeting.

Board of Directors Signatures:

- | | |
|----------|-----------|
| 1. _____ | 9. _____ |
| 2. _____ | 10. _____ |
| 3. _____ | 11. _____ |
| 4. _____ | 12. _____ |
| 5. _____ | 13. _____ |
| 6. _____ | 14. _____ |
| 7. _____ | 15. _____ |
| 8. _____ | 16. _____ |

This review and action was made at a regular meeting
 (check one) special meeting

 City of Columbus
 Senior Center Name

 February 22, 2022
 Date of Meeting (Month / Day / Year)

 James Bulkley
 Chairman's Name (please print)

 Chairman's Signature

 Date Signed

13.E. Application of Scott Zegar for preliminary plat of S&S Homes Subdivision (southwest of intersection of 41 Street and 48 Avenue). (Planning Commission recommends approval.)

The City of **Columbus**

MEMORANDUM

DATE: February 10, 2022
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: S&S Subdivision – Preliminary & Final Plat

RECOMMENDATION:

I recommend the approval of the preliminary and final plat of S&S Subdivision. The plats are consistent and amendable with the adjacent land use consisting of residential development and are in accordance with the Unified Land Development Ordinance.

DISCUSSION:

The addition consists of 4 residential lots located southwest of the intersection of 41st Street and 48th Avenue. There is an existing residence in Lot 1. The property is currently within the corporate limits. Water, sanitary sewer, and storm sewer mains are in place and service lines are part of the residential work.

FISCAL IMPACT:

Minor.

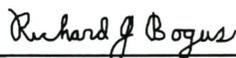
ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: 

SIGNATURE:

By: 

Approved By: _____

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

DATE: December 22, 2021

NAME OF SUBDIVISION: S&S Homes Subdivision

NAME OF PROPERTY OWNER: Scott Zegar

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Scott Zegar

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 3050 33rd Ave, Suite 10, Columbus, NE 68601

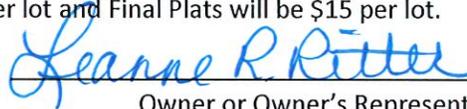
PHONE NUMBER: 402-606-3117

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: szegar@hotmail.com

NUMBER OF LOTS IN SUBDIVISION: 4

ADDRESS OF SUBDIVISION: intersection of 41st St and 48th Ave to the SW

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



Owner or Owner's Representative

Clark Grant

Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney

Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com



Drawn By: LRR
Date: November 18, 2021
Project Number: S-071-133
Scale: 1" = 20'



LEGEND

- Property Corner Found
- Property Corner Set (5/8" x 24" I.B. w/Cap)
- M Measured Distance
- R Recorded Distance (CRF) Clyde R. Flowers, Jr., RLS #357, Dated February 3, 1999

Situation Sketch

R-1-W



SECTION 11

Platte County, Nebraska

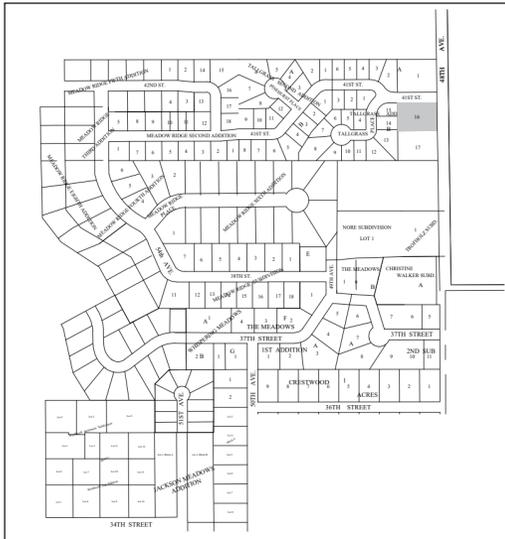
ZONING
Existing Zone: R1
Proposed Zone: R1

- 20' Front and Street Side Setbacks
- 7' Interior Side Setbacks
- 25' Rear Setbacks

OWNER:
S&S Homes Inc.
c/o Scott Zegar
3050 33rd Avenue, Suite 10
Columbus, NE 68601

ENGINEER:
John A. Zwingman
Advanced Consulting
Engineering Services, Inc.
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

SURVEYOR:
Terry L. Schulz
Advanced Consulting
Engineering Services, Inc.
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923



City of Columbus,
Platte County, Nebraska

This survey was prepared at the request of Scott Zegar, Columbus, Nebraska.

LEGAL DESCRIPTION
Lot 16, Block B, Tallgrass Addition to the City of Columbus, Platte County, Nebraska.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on November 17, 2021; also that all dimensions are in feet and are correct to the best of my knowledge and belief.



Terry L. Schulz, State of Nebraska, R.L.S. #550 Date _____

COLUMBUS, NEBRASKA PLANNING COMMISSION
This Preliminary Plat of S&S HOMES SUBDIVISION to the City of Columbus, Nebraska

approved by the Planning Commission on this _____ day of _____, 2022.

Chairman _____

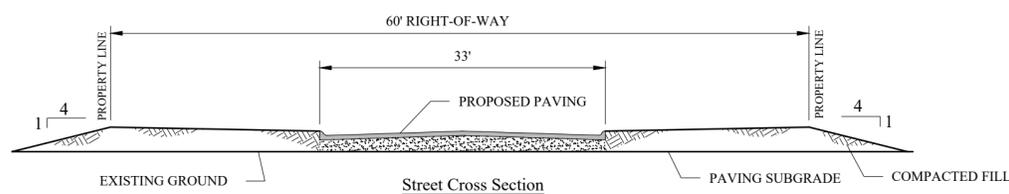
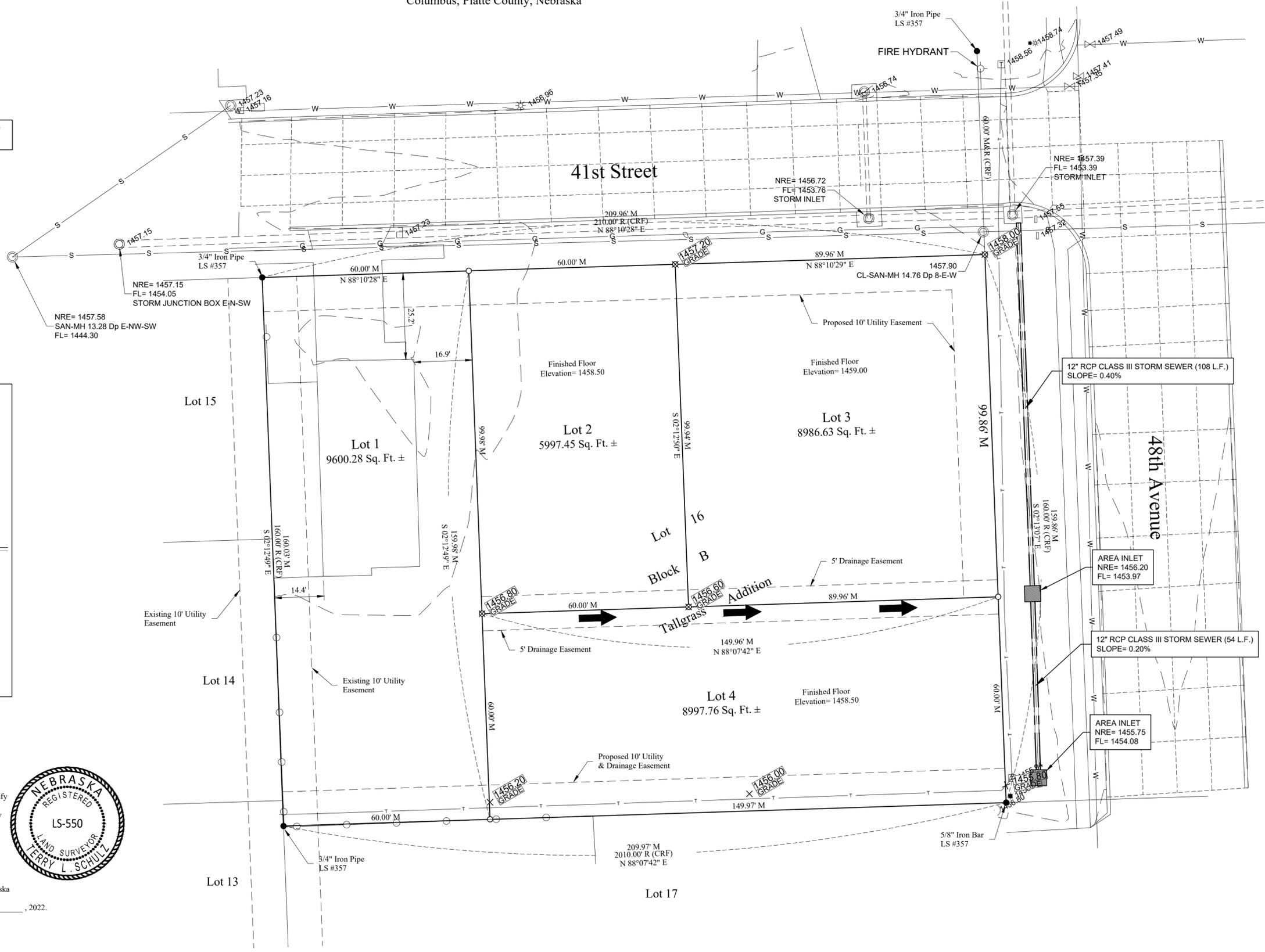
COLUMBUS, NEBRASKA CITY COUNCIL
This Preliminary Plat of S&S HOMES SUBDIVISION to the City of Columbus, Nebraska

approved by the City Council on this _____ day of _____, 2022.

Mayor _____

City Clerk _____

Preliminary Plat
S&S HOMES SUBDIVISION
A Subdivision of Lot 16, Block B, Tallgrass Addition to the City of
Columbus, Platte County, Nebraska



**ADVANCED CONSULTING
ENGINEERING SERVICES**
133 W. Washington St. • P.O. Box 218
West Point, NE 68788
Phone: (402) 372-1923

13.F. Public hearing - Application of Scott Zegar for final plat and development agreement of S&S Homes Subdivision (southwest of intersection of 41 Street and 48 Avenue). (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 22, 2022, at 7 p.m. in the Council Chambers, 1369 25th Avenue, Columbus, Nebraska, on the final plat and development agreement of S&S Homes Subdivision, Lot 16, Block B, Tallgrass Addition to the City of Columbus, Platte County, Nebraska (southwest of intersection of 41 Street and 48 Avenue) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NEBRASKA
Janelle Kline, City Clerk

Publish: 02:10:22
Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: February 10, 2022
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: S&S Subdivision – Preliminary & Final Plat

RECOMMENDATION:

I recommend the approval of the preliminary and final plat of S&S Subdivision. The plats are consistent and amendable with the adjacent land use consisting of residential development and are in accordance with the Unified Land Development Ordinance.

DISCUSSION:

The addition consists of 4 residential lots located southwest of the intersection of 41st Street and 48th Avenue. There is an existing residence in Lot 1. The property is currently within the corporate limits. Water, sanitary sewer, and storm sewer mains are in place and service lines are part of the residential work.

FISCAL IMPACT:

Minor.

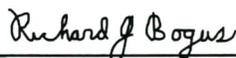
ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: 

SIGNATURE:

By: 

Approved By: _____

**MAJOR APPLICATION
FOR SUBDIVISION OR ADDITION
PRELIMINARY PLAT / FINAL**

(CIRCLE ONE)

DATE: December 22, 2021

NAME OF SUBDIVISION: S&S Homes Subdivision

NAME OF PROPERTY OWNER: Scott Zegar

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Scott Zegar

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 3050 33rd Ave, Suite 10, Columbus, NE 68601

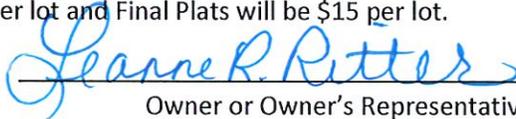
PHONE NUMBER: 402-606-3117

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: szegar@hotmail.com

NUMBER OF LOTS IN SUBDIVISION: 4

ADDRESS OF SUBDIVISION: intersection of 41st St and 48th Ave to the SW

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



Owner or Owner's Representative

Clark Grant

Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney

Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com



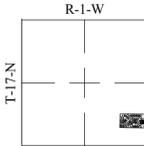
Drawn By: LRR
Date: November 18, 2021
Project Number: S-071-133
Scale: 1" = 20'



LEGEND

- Property Corner Found
- Property Corner Set (5/8" x 24" I.B. w/Cap)
- M Measured Distance
- R Recorded Distance (CRF) Clyde R. Flowers, Jr., RLS #357, Dated February 3, 1999

Situation Sketch



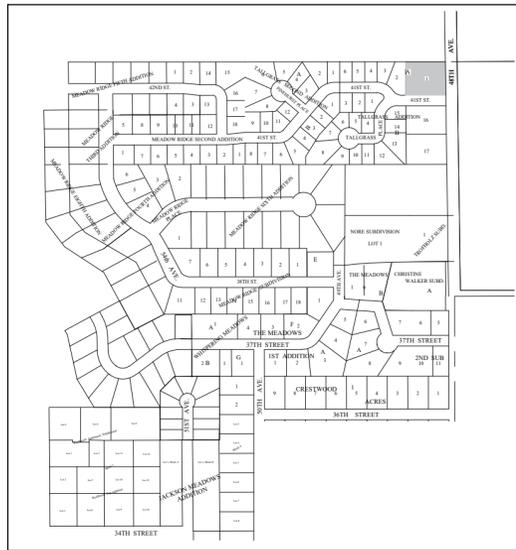
SECTION 11
Platte County, Nebraska

- 20' Front and Street Side Setbacks
- 7' Interior Side Setbacks
- 25' Rear Setbacks

OWNER:
S&S Homes Inc.
c/o Scott Zegar
3050 33rd Avenue, Suite 10
Columbus, NE 68601

ENGINEER:
John A. Zwingman
Advanced Consulting
Engineering Services, Inc.
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

SURVEYOR:
Terry L. Schulz
Advanced Consulting
Engineering Services, Inc.
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923



City of Columbus,
Platte County, Nebraska

This survey was prepared at the request of Scott Zegar, Columbus, Nebraska.

LEGAL DESCRIPTION

Lot 16, Block B, Tallgrass Addition to the City of Columbus, Platte County, Nebraska.

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on November 17, 2021; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, R.L.S. #550

Date _____



COLUMBUS, NEBRASKA SCHOOL BOARD

This Final Plat of S&S HOMES SUBDIVISION to the City of Columbus, Nebraska, is approved by

the Columbus Public Schools on this _____ day of _____, 2022.

DEDICATION

We, Zegar Investment Properties, LLC, a Nebraska Limited Liability Company, owners of the described property, S&S HOMES SUBDIVISION, hereby dedicate the streets, avenues, roads and public grounds designated upon and referred to in this Plat to the use and benefit of the public and provide all easements shown on this Plat for drainage facilities, public utilities, signs and right-of-way. We hereby make said tract of land, so shown on the above Plat, a part of the City of Columbus, Platte County, Nebraska. Said tract of land shall hereinafter be known as S&S HOMES SUBDIVISION a subdivision of Lot 16, Block B, Tallgrass Addition to the City of Columbus, Platte County, Nebraska.

Zegar Investment Properties, LLC,
a Limited Liability Company

STATE OF NEBRASKA) ss
COUNTY OF PLATTE)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public, duly commissioned

and qualified in and for said County and State, appeared _____, member of Zegar Investment Properties, LLC, a Nebraska Limited Liability Company, to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my hand and official seal on the date last written.

My Commission expires: _____

Notary Public

COLUMBUS NEBRASKA PLANNING COMMISSION

This Final Plat of S&S HOMES SUBDIVISION to the City of Columbus, Nebraska, approved by

the Planning Commission this _____ day of _____, 2022.

Chairman

COLUMBUS NEBRASKA CITY COUNCIL

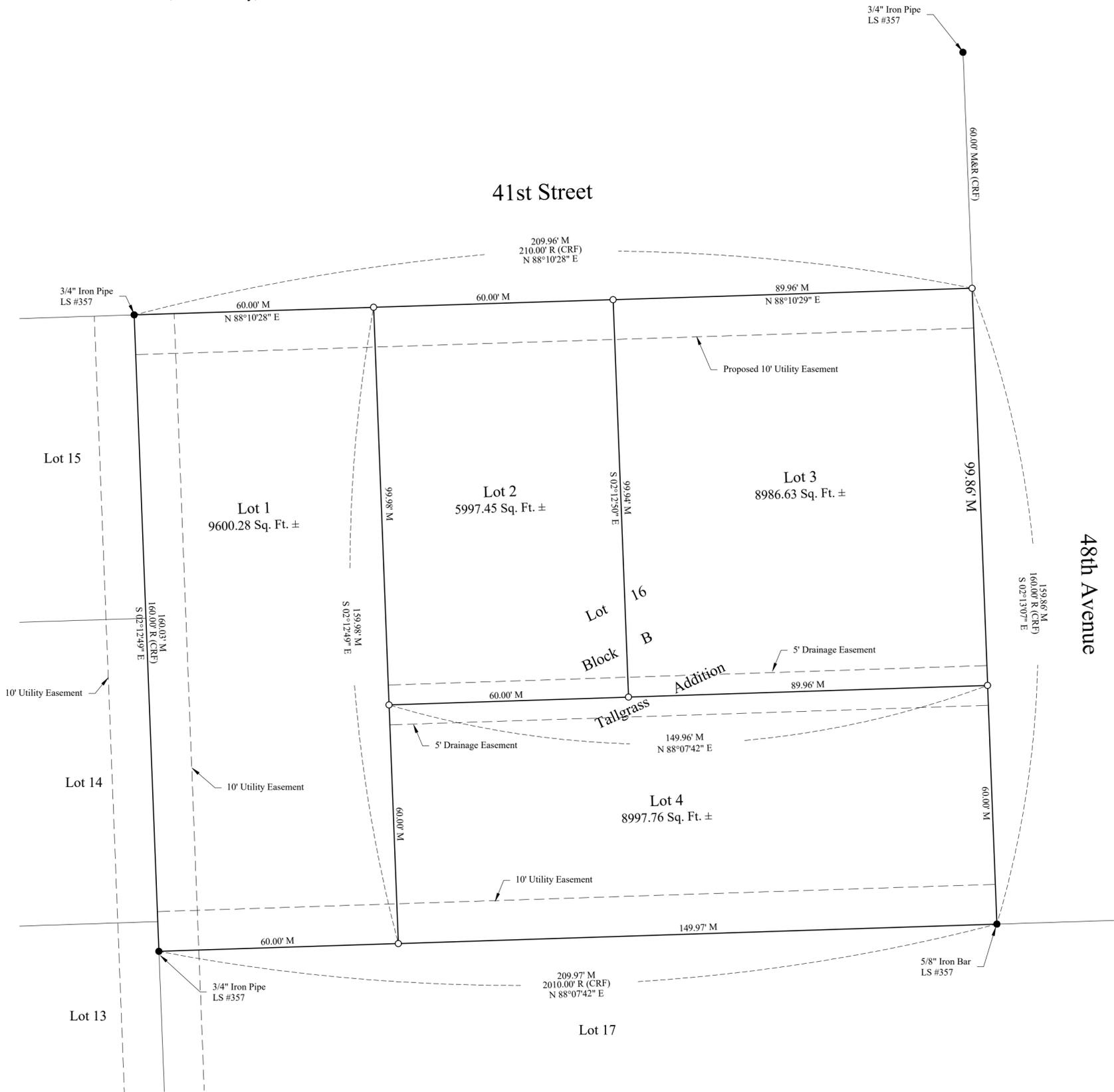
This Final Plat of S&S HOMES SUBDIVISION to the City of Columbus, Nebraska, approved by

Resolution _____ by the City Council this _____ day of _____, 2022.

Mayor

City Clerk

Final Plat
S&S HOMES SUBDIVISION
A Subdivision of Lot 16, Block B, Tallgrass Addition to the City of
Columbus, Platte County, Nebraska



13.F.1. Resolution No. R22-16 approving final plat and development agreement.

RESOLUTION NO. R22- 16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: LOT 16, BLOCK B, TALLGRASS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, HEREINAFTER TO BE KNOWN AS S&S HOMES SUBDIVISION, A SUBDIVISION OF LOT 16, BLOCK B, TALLGRASS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF, AND APPROVING THE DEVELOPMENT AGREEMENT BETWEEN ZEGAR INVESTMENT PROPERTIES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND THE CITY OF COLUMBUS, SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF OWNER/DEVELOPER CONCERNING SAID SUBDIVISION INCLUDING PROVIDING FOR THE PUBLIC IMPROVEMENTS NECESSARY TO SERVE THE PROPERTY.

WHEREAS, Zegar Investment Properties, LLC, a Nebraska limited liability company, is the owner of real estate described as follows:

Lot 16, Block B, Tallgrass Addition to the City of Columbus, Platte County, Nebraska.

all of which is presently a tract of land which is within 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 lots with appropriate utility easement areas under the name of S&S Homes Subdivision, a Subdivision of Lot 16, Block B, Tallgrass 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 and easement areas belonging to such subdivision, 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 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 Terry I. Schulz, Registered Land Surveyor, under the date of February 14, 2022, which plat has been heretofore approved by the Columbus Planning Commission; and

WHEREAS, said owner has agreed to pay all costs necessary to extend water and sewer mains to serve said subdivision and to pay all costs for laying such water and sewer mains with the subdivision itself, to pave the streets and ways according to the regulations of the City of Columbus and the requirements of the City Engineer; 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

WHEREAS, after public hearing, the planning commission recommended approval of the plat of S&S Homes Subdivision, a Subdivision of Lot 16, Block B, Tallgrass Addition to the City of Columbus, Nebraska; and

WHEREAS, the mayor and city council held public hearing on the approval of the final plat of said subdivision and following such public hearing, and having heard all persons appearing at such hearings, approved said final plat; and

WHEREAS, said owner has executed a development agreement setting forth the duties and responsibilities of the owner/developer concerning said subdivision, including providing for the public improvements necessary to serve the property, and the same is hereby approved.

NOW, THEREFORE, BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, that the Deed of Dedication for S&S Homes Subdivision, a Subdivision of Lot 16, Block B, Tallgrass Addition to the City of Columbus, Nebraska, to the City of Columbus, Nebraska, be and the same is hereby accepted, and the plat thereof be and the same hereby is approved as provided by law, and that the mayor and clerk be and hereby are 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 District) area according to the Zoning Regulations of the City of Columbus, Nebraska; that S&S Homes Subdivision, a Subdivision of Lot 16, Block B, Tallgrass Addition to the City of Columbus, Platte County, Nebraska, Subdivision Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted, and the mayor and clerk are hereby authorized to sign said development agreement.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Once Recorded Return Document To: Clark J. Grant, 1464 27th Avenue, Columbus, NE 68601

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That **Zegar Investment Properties, LLC, a Nebraska limited liability company**, is the proprietor and owner of real estate of the following described real estate:

Lot 16, Block B, Tallgrass Addition to the City of Columbus, Platte County, Nebraska,

and has caused the above-described real estate to be laid out into lots and easement areas belonging to such Subdivision, under the name of S&S Homes Subdivision, a Subdivision of Lot 16, Block B, Tallgrass Addition to the City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing the lots and easements belonging to such Subdivision, a plat of which bearing date of _____, 202__, and certified by Terry I. Schulz, registered land surveyor, is attached hereto.

Said owner hereby dedicates the easement areas set out and described on said plat to the use and benefit of the public, together with a perpetual easement for the installation of public utilities and maintenance thereof over and across the lots as set out in said plat and therein designated as Utility Easements and Drainage Easements.

IN WITNESS WHEREOF, the Grantors named herein have executed these presents this _____ day of _____, 202__.

ZEGAR INVESTMENT
PROPERTIES, LLC, a Nebraska
limited liability company.

By: Scott Zegar, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this _____ day of _____, 202__, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared **Scott Zegar**, to me personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledged the said instrument to be his voluntary act and deed.

Notary Public

Please return to:
Clark J. Grant #18570
1464 27th Ave.
Columbus, NE 68601
(402)564-3274

S&S HOMES SUBDIVISION
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 202__, by and between ZEGAR INVESTMENT PROPERTIES, LLC, (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 S&S Homes Subdivision, a Subdivision of Lot 16, Tallgrass 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 system 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 .77 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 in dedicated street right-of-way and easement areas, 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 in dedicated street right-of-way and easement areas, 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 system improvements shall be paid by the Subdivider, with exception of storm sewer mains in dedicated right-of-way that are greater than 12-inches. In such case the, 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 a dedicated street right-of-way and easement areas 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 system and 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 shall be located within a dedicated street right-of-way or easement areas 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 River Public 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 Americans 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 and grading plan elevations to be provided by Advanced Consulting Engineering Services and submitted with the Final Plat. Post construction storm water management systems shall be installed, 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, name and contact information of the certified person/firm providing the inspections to the City as part of the City's Municipal Storm Sewer Separation System requirements. If less than one acre is disturbed, the Subdivider shall complete a small lot NOI SWPPP.

K. There shall be no access to Lot 3 of the Subdivision from 48th avenue. The driveway for Lot 3 shall be toward the West end of the Lot and exit to 41st Street.

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. Any 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

-6-
SUBDIVIDER

ZEGAR INVESTMENT PROPERTIES, LLC

By: Scott Zegar, Manager

Dated this ____ day of _____, 202__.

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this ____ day of _____, 202__ before me a Notary Public, duly commissioned and qualified in and for said County, appeared Scott Zegar, 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

13.G. Application of Convergence, LLC for preliminary plat of Wishbones Addition (approximately northeast of intersection of Highway 81 and 63 Avenue). (Planning Commission recommends approval.)

The City of **Columbus**

MEMORANDUM

DATE: February 10, 2022
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Wishbones Addition – Preliminary Plat

RECOMMENDATION:

I recommend the approval of the preliminary plat of Wishbones Addition as it is amenable with the future land use along the highway frontage and the region and is in accordance with the Unified Land Development Ordinance.

DISCUSSION:

The addition consists of 8 outlots (A-H) for the purpose of constructing a casino, hotel, horse race track, roadways, and supporting amenities. Adjacent 63rd Avenue will be dedicated to the public and on-site stormwater treatment facilities and extension of public utilities are in compliance. Dedicated landscape easements are along the east and north property lines of outlet "E". A regional traffic impact study is underway as part of this project. The addition will be voluntarily annexed as part of the platting process.

FISCAL IMPACT:

Minor costs for associated street and utility main extensions.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____

SIGNATURE:

By: _____

Approved By: _____

**MAJOR APPLICATION
FOR SUBDIVISION OR ADDITION
PRELIMINARY PLAT / FINAL**

(CIRCLE ONE)

DATE: January 24, 2022

NAME OF SUBDIVISION: Wishbones Addition

NAME OF PROPERTY OWNER: Convergence, LLC

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Tom Jackson

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 27901 Woodside Dr, Columbus, NE 68601

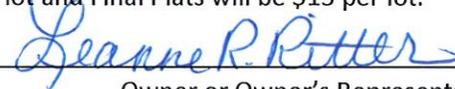
PHONE NUMBER: 402-276-3479

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

NUMBER OF LOTS IN SUBDIVISION: 9 outlots

ADDRESS OF SUBDIVISION: Part of the S 1/2 of the SW 1/4 of S11 & the NW 1/4 of S14, T17N, R1W

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



Owner or Owner's Representative

Christopher Bikus,
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney

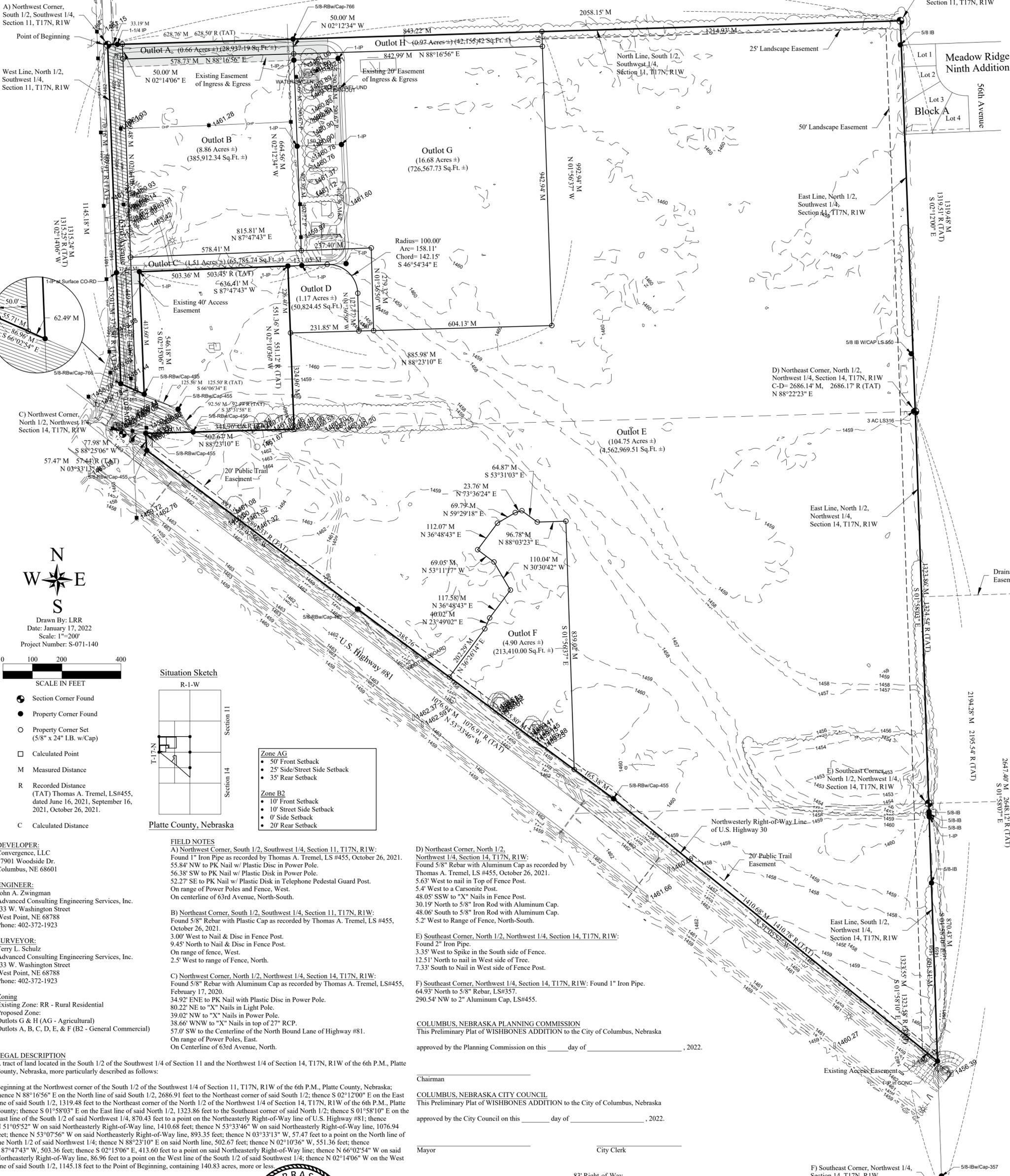
Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com

WISHBONES ADDITION

A Subdivision of Part of the South 1/2 of the Southwest 1/4 of Section 11 and Part of the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska.

2686.91' M
2683.61' R (TAT)
N 88°16'56" E



A) Northwest Corner, South 1/2, Southwest 1/4, Section 11, T17N, R1W

West Line, North 1/2, Southwest 1/4, Section 11, T17N, R1W

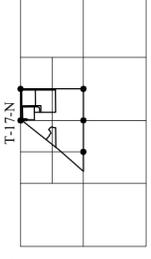
C) Northwest Corner, North 1/2, Northwest 1/4, Section 14, T17N, R1W



Drawn By: LRR
Date: January 17, 2022
Scale: 1"=200'
Project Number: S-071-140



Situation Sketch



Zone AG
• 50' Front Setback
• 25' Side/Street Side Setback
• 35' Rear Setback
Zone B2
• 10' Front Setback
• 10' Street Side Setback
• 0' Side Setback
• 20' Rear Setback

DEVELOPER:
Convergence, LLC
27901 Woodside Dr.
Columbus, NE 68601

ENGINEER:
John A. Zwingman
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923

SURVEYOR:
Terry L. Schulz
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923

Zoning
Existing Zone: RR - Rural Residential
Proposed Zone:
Outlots G & H (AG - Agricultural)
Outlots A, B, C, D, E, & F (B2 - General Commercial)

LEGAL DESCRIPTION
A tract of land located in the South 1/2 of the Southwest 1/4 of Section 11 and the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of the South 1/2 of the Southwest 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°16'56" E on the North line of said South 1/2, 2686.91 feet to the Northeast corner of said South 1/2; thence S 02°12'00" E on the East line of said South 1/2, 1319.48 feet to the Northeast corner of the North 1/2 of the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County; thence S 01°58'03" E on the East line of said North 1/2, 1323.86 feet to the Southeast corner of said North 1/2; thence S 01°58'10" E on the East line of the South 1/2 of said Northwest 1/4, 870.43 feet to a point on the Northeastly Right-of-Way line of U.S. Highway #81; thence N 51°05'52" W on said Northeastly Right-of-Way line, 1410.68 feet; thence N 53°33'46" W on said Northeastly Right-of-Way line, 1076.94 feet; thence N 53°07'56" W on said Northeastly Right-of-Way line, 893.35 feet; thence N 03°33'13" W, 57.47 feet to a point on the North line of the North 1/2 of said Northwest 1/4; thence N 88°23'10" E on said North line, 502.67 feet; thence N 02°10'36" W, 551.36 feet; thence S 87°47'43" W, 503.36 feet; thence S 02°15'06" E, 413.60 feet to a point on said Northeastly Right-of-Way line; thence N 66°02'54" W on said Northeastly Right-of-Way line, 86.96 feet to a point on the West line of the South 1/2 of said Southwest 1/4; thence N 02°14'06" W on the West line of said South 1/2, 1145.18 feet to the Point of Beginning, containing 140.83 acres, more or less.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on December 23, 2021; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, R.L.S. #550 Date



D) Northeast Corner, North 1/2, Northwest 1/4, Section 14, T17N, R1W:
Found 5/8" Rebar with Aluminum Cap as recorded by Thomas A. Tremel, LS #455, October 26, 2021.
55.84' NW to PK Nail w/ Plastic Disc in Power Pole.
56.38' SW to PK Nail w/ Plastic Disc in Power Pole.
52.27' SE to PK Nail w/ Plastic Disc in Telephone Pedestal Guard Post.
On range of Power Poles and Fence, West.
On centerline of 63rd Avenue, North-South.

B) Northeast Corner, South 1/2, Southwest 1/4, Section 11, T17N, R1W:
Found 5/8" Rebar with Plastic Cap as recorded by Thomas A. Tremel, LS #455, October 26, 2021.
3.00' West to Nail & Disc in Fence Post.
9.45' North to Nail & Disc in Fence Post.
On range of fence, West.
2.5' West to range of Fence, North.

C) Northwest Corner, North 1/2, Northwest 1/4, Section 14, T17N, R1W:
Found 5/8" Rebar with Aluminum Cap as recorded by Thomas A. Tremel, LS#455, February 17, 2020.
34.92' ENE to PK Nail with Plastic Disc in Power Pole.
80.22' NE to "X" Nails in Light Pole.
39.02' NW to "X" Nails in Power Pole.
38.66' WNW to "X" Nails in top of 27" RCP.
57.0' SW to the Centerline of the North Bound Lane of Highway #81.
On range of Power Poles, East.
On Centerline of 63rd Avenue, North.

E) Southeast Corner, North 1/2, Northwest 1/4, Section 14, T17N, R1W:
Found 2" Iron Pipe.
3.35' West to Spike in the South side of Fence.
12.51' North to nail in West side of Tree.
7.33' South to Nail in West side of Fence Post.

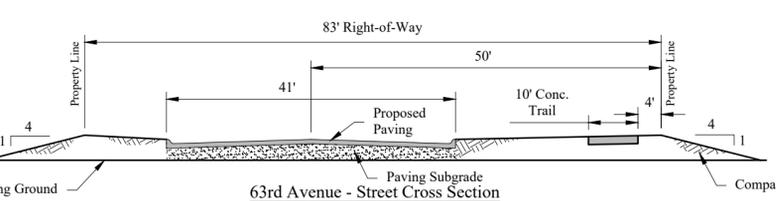
F) Southeast Corner, Northwest 1/4, Section 14, T17N, R1W: Found 1" Iron Pipe.
64.93' North to 5/8" Rebar, LS#357.
290.54' NW to 2" Aluminum Cap, LS#455.

COLUMBUS, NEBRASKA PLANNING COMMISSION
This Preliminary Plat of WISHBONES ADDITION to the City of Columbus, Nebraska approved by the Planning Commission on this _____ day of _____, 2022.

Chairman _____

COLUMBUS, NEBRASKA CITY COUNCIL
This Preliminary Plat of WISHBONES ADDITION to the City of Columbus, Nebraska approved by the City Council on this _____ day of _____, 2022.

Mayor _____ City Clerk _____

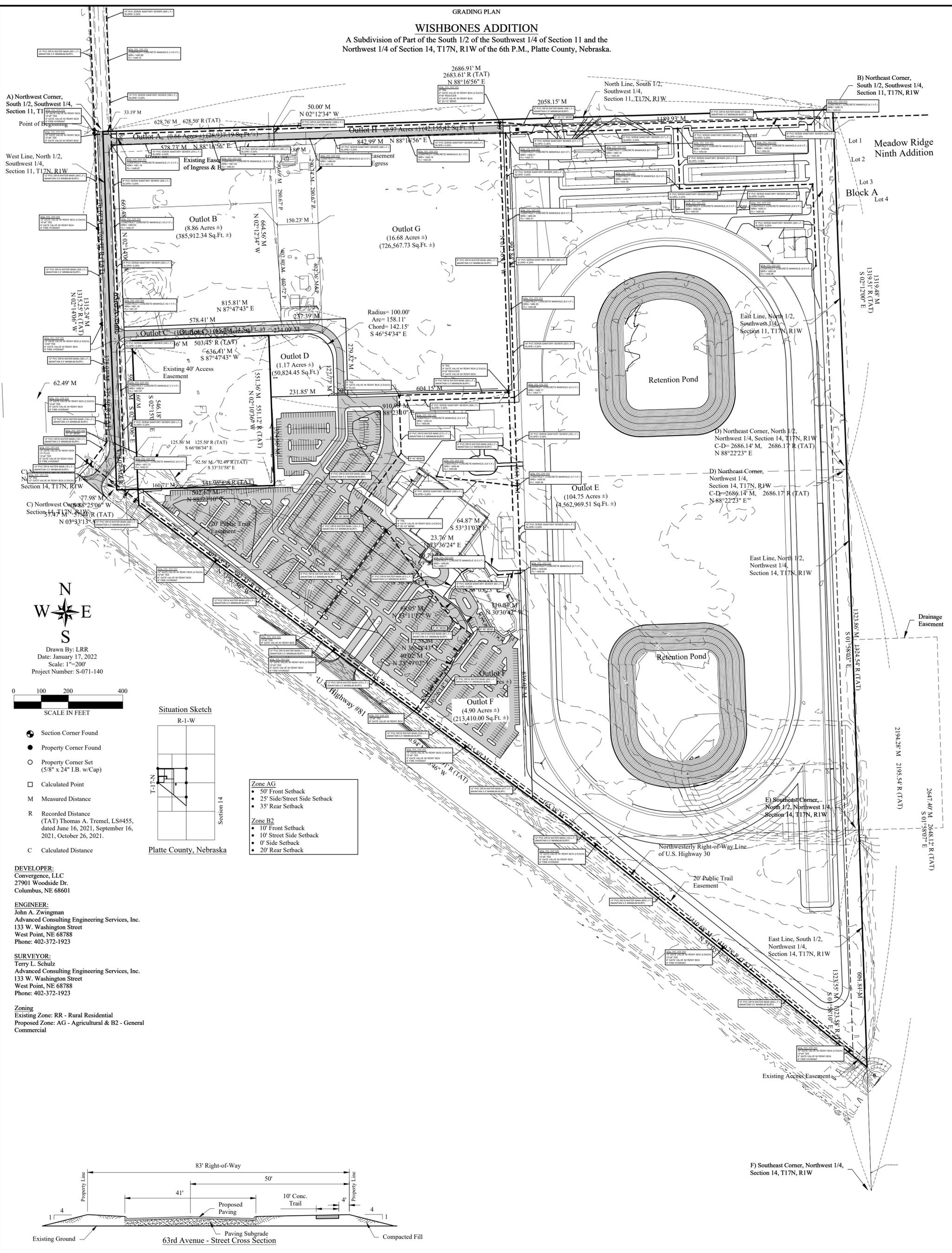


ADVANCED CONSULTING ENGINEERING SERVICES
133 W. Washington St. • P.O. Box 218
West Point, NE 68788
Phone: (402) 372-1923

GRADING PLAN

WISHBONES ADDITION

A Subdivision of Part of the South 1/2 of the Southwest 1/4 of Section 11 and the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska.



A) Northwest Corner, South 1/2, Southwest 1/4, Section 11, T17N, R1W
Point of Beginning
West Line, North 1/2, Southwest 1/4, Section 11, T17N, R1W
C) Northwest Corner, Northwest 1/4, Section 14, T17N, R1W

B) Northeast Corner, South 1/2, Southwest 1/4, Section 11, T17N, R1W

Lot 1 Meadow Ridge Ninth Addition
Lot 2
Lot 3 Block A
Lot 4

D) Northeast Corner, North 1/2, Northwest 1/4, Section 14, T17N, R1W
C-D= 2686.14' M, 2686.17' R (TAT)
N 88°22'23" E

D) Northeast Corner, Northwest 1/4, Section 14, T17N, R1W
C-D= 2686.14' M, 2686.17' R (TAT)
N 88°22'23" E

East Line, North 1/2, Northwest 1/4, Section 14, T17N, R1W

E) Southeast Corner, North 1/2, Northwest 1/4, Section 14, T17N, R1W

East Line, South 1/2, Northwest 1/4, Section 14, T17N, R1W

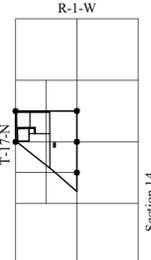
F) Southeast Corner, Northwest 1/4, Section 14, T17N, R1W



Drawn By: LRR
Date: January 17, 2022
Scale: 1"=200'
Project Number: S-071-140



Situation Sketch



- Zone AG
 - 50' Front Setback
 - 25' Side/Street Side Setback
 - 35' Rear Setback
- Zone B2
 - 10' Front Setback
 - 10' Street Side Setback
 - 0' Side Setback
 - 20' Rear Setback

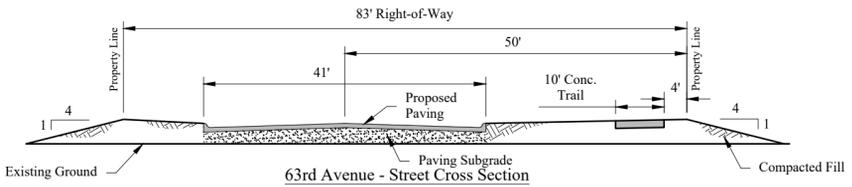
- Section Corner Found
- Property Corner Found
- Property Corner Set (5/8" x 24" I.B. w/Cap)
- Calculated Point
- M Measured Distance
- R Recorded Distance (TAT) Thomas A. Tremel, LS#455, dated June 16, 2021, September 16, 2021, October 26, 2021.
- C Calculated Distance

DEVELOPER:
Convergence, LLC
27901 Woodside Dr.
Columbus, NE 68601

ENGINEER:
John A. Zwingman
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923

SURVEYOR:
Terry L. Schulz
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923

Zoning
Existing Zone: RR - Rural Residential
Proposed Zone: AG - Agricultural & B2 - General Commercial



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

14. RESOLUTIONS

14.A. Resolution No. R22-17 approving agreement with RDG Planning & Design, Inc. in the amount of \$40,120 for consulting services for downtown improvement and development plan.

RESOLUTION NO. R22- 17

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH RDG PLANNING & DESIGN, INC., IN THE AMOUNT OF \$40,120 FOR CONSULTING SERVICES FOR DOWNTOWN IMPROVEMENT AND DEVELOPMENT PLAN, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the City desires to engage RDG Planning & Design, Inc. as a consultant in creating a "Downtown Plan"; and

WHEREAS, the goal of this "Downtown Revitalization Plan" is to create a plan and guide for improvement to and development in the downtown area of Columbus using a complete community involvement process that assures the voices of stakeholders and community residents contribute to long term goal setting of the district; and

WHEREAS, the total amount of this contract for consulting services is \$40,120; and.

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

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the agreement with RDG Planning & Design, Inc., for consulting services for downtown improvement and development plan, 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 _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
CITY OF COLUMBUS, NE AND RDG PLANNING & DESIGN, INC.**

This Agreement is entered into this _____ day of _____, 2022, by and between the City of Columbus, NE hereinafter referred to as the "CITY" and RDG Planning & Design, Inc. 1302 Howard Street, Omaha, Nebraska 68102, hereinafter referred to as the "Consultant."

WHEREAS, the City has identified the need to prepare a Downtown Plan as a major city priority; and

WHEREAS, the City is committed to a planning process that provides public and business involvement in the development of the plan; and

WHEREAS, the Consultant has indicated a willingness to provide professional planning services to the City in the preparation of this plan.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section One. Scope of Services

The Consultant agrees to provide in a complete and professional manner the work elements set forth in Attachment A: Scope of Services & Schedule, attached hereto and incorporated into this Agreement.

Section Two. Additional Services

2.1. If, during the progress or upon completion of the work outlined in the Scope of Services in this Agreement, it is desirable or necessary to cause the Consultant to perform additional services other than those outlined in the Scope of Services, an hourly schedule and reimbursable expense schedule may apply, or a fee may be negotiated.

2.2. Additional tasks may be added to this agreement by written amendment(s) at such time City is prepared to proceed with each Task.

Section Three. Time of Performance

The time period for completion of the project is seven (7) months after issuance of a Notice to Proceed, as indicated on Attachment A: Scope of Services and Schedule. The projected time period does not include final approval process or delays caused by City or factors outside the Consultant's control.

Section Four. Responsibilities of City

4.1. Access to Work. The City shall make best efforts to arrange access to and make provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform such work as inventories, field surveys, and inspections in the development of the plan.

4.2. Records, Files, and Previous Planning Efforts. The City shall make all records and files relevant to the plan available to the Consultant as needed and furnish all reasonable and necessary assistance in the use of such records and files. In addition, the City shall make previous reports and market studies available to the Consultant, along with all other studies and work that provide information pertinent to the completion of the plan.

4.3. Mapping. The City will assist in gathering all available electronic maps in a form usable by the Consultant, including recent plats.

4.4. Consideration of Consultant's Work. The City shall give thorough consideration to all reports, drawings, and other documents presented for review by the Consultant and shall inform the Consultant of all decisions and comments within 30 days to avoid undue delays.

4.5. Meetings. The City shall provide logistical support for all meetings, including arranging for meeting places and notification of participants and citizens. The City shall further hold all required public hearings, serve all required notices, and fulfill all legal requirements associated with the project. The Consultant agrees to attend meetings as identified on Attachment A: Scope of Services and Schedule.

4.6. The City Representative. The City's representative Jean Van Iperen, Planning and Economic Development Coordinator, or such other person as designated by the City, shall be responsible for the city's portion of the project management.

Section Five. Compensation and Method of Payment

5.1. Total compensation pursuant to the services specified in this Agreement, except as provided in Section 2.1, shall be in the sum of \$40,120. Upon written request an additional site visit may be provided at an hourly rate not to exceed \$3,000.

5.2. Compensation will be based on phased fixed fee of \$40,120

- Phase 1: Citizen Participation \$12,340
- Phase 2: Existing Conditions \$5,930
- Phase 3: Downtown Concept \$10,600
- Phase 4: Plan Refinement & Development \$6,850
- Phase 5: Implementation Strategies \$2,520
- Phase 6: Approval Process \$1,880

Total: \$40,120

5.3. All traveling and printing/duplication cost are included in the above fee. The Consultant will provide digital copies of committee presentations, draft plan chapters, final plan report, and one hard copy of the final plan.

Section Six. Ownership of Materials

6.1. The City shall control all media releases or other publicity related to the completion of this project.

6.2. No report, map, or other document produced in whole or part under this agreement shall be the subject of a copyright application by the Consultants.

6.3. In addition to the one hard copy of the final plan referenced in Section 5.3., the Consultant agrees to provide the City with a digital copy of the document, including maps, and agrees that the City may make additional copies of the document or maps as needed. This plan and all end products of this plan belong to the City of Columbus, to be used at their discretion.

Section Seven. Assignment

The Consultant agrees that they are prohibited from assigning an interest in this agreement or delegating the performance of any of its duties hereunder without the written consent of the City.

Section Eight. Amendments

Either party to this Agreement may request an amendment or modification. Such amendment will not take effect unless incorporated into this Agreement by written amendment executed by both parties.

Attachment A: Scope of Services

TASK ONE: CITIZEN PARTICIPATION

Objective. To establish a complete community involvement process that assures the voices of stakeholders and community residents contribute to the planning process.

1.1 TECHNICAL COMMITTEE

The Downtown Plan Steering Committee will consist of members as defined by the City of Columbus. We would recommend representation from key business and property owners, city staff, and a council representative. On-site meetings are critical and may be supplemented with video-conferencing (Zoom) during the planning process. Project meeting dates will be established at the very beginning of the process providing a clear schedule and deadlines for completing the project on time. Based on current COVID protocols and guidance in-person meetings may be switched to virtual.

1.2 COMMUNITY SURVEY

Using the survey that was completed with the 2011 Downtown Plan as a starting point, RDG will develop an on-line survey. Questions will help determine the opportunities and challenges that changes in retail, office, and residential patterns have created for Downtown Columbus. The survey will be launched before the first meeting to begin to understand public opinion.

1.3 TECHNICAL COMMITTEE KICK-OFF MEETING

This initial meeting will help refine specific objectives and areas of investigation of the master plan. Project participants will discuss what they like about downtown and what they would like to see for its future. RDG will lead participants on a tour of downtown to discuss specific ideas and concepts.

1.4 PUBLIC FORUM 1: KICK-OFF MEETING

The kick-off meeting will be an opportunity for attendees to not only gain a better understanding of the value of planning for downtown and how other communities have succeeded, but also to become actively engaged in the planning process. Participants will break into small groups to discuss specific ideas and strategies the planning team can further explore during the Listening Sessions and Workshop. This may be branded as a fun evening downtown, possibly featuring areas businesses or foods.

1.5 LISTENING SESSIONS

Working with the Steering Committee and the City, RDG will identify stakeholders and conduct a one day program of stakeholder group discussions to address the project area, its dynamics, potential, and future directions. Stakeholders may include city and county government, retailers, the Chamber of Commerce, business organizations, property owners, the planning commission, and the public. These may be supplemented with individual interviews in person or by phone.

1.6 BUSINESS OUTREACH

From our previous work, especially in multi-cultural communities, we know the energy, ideas, and commitment of downtown business owners and operators are key to the success of the planning process. In recognition of that, the RDG team will make in-person visits to the downtown businesses to talk with them about their ideas for downtown.



Attachment A: Scope of Services

1.7 OTHER MEETINGS & EVENTS

RDG prides itself on maximizing community involvement throughout the process. During planned visits, RDG will meet with other regulatory and advisory groups, such as the Chamber of Commerce, business associations and clubs. If these meetings occur at times when we are not in the community, a packet of information or a presentation can be prepared for local representatives to use in meeting with these groups.

1.8 ADDITIONAL SERVICES: SITE VISIT

In addition to the traditional out reach we would propose a site visit with the steering committee or other key stakeholders to an appropriate peer or aspiration community. The purpose of this visit would be to review projects, organization structure, or policies in action. For example, a visit to Norfolk could focus on the parking district the city formed and/or recent housing developments and the lessons learned from these initiatives.

TASK TWO: EXISTING CONDITIONS

Objectives. To evaluate the quality and condition of downtown Columbus's physical systems. To identify major development opportunities to be tested against future demand defined by the economic analysis.

2.1 LAND USE/BUILDING USE INVENTORY

Land use/building use inventory within the downtown district will be updated from the 2011 inventory, tabulated and presented in graphic format, and will distinguish between first floor and upper level uses. Special attention will be given to existing and potential residential uses.

2.2 BUILDING CONDITION SURVEY

While completing the building inventory, we will identify buildings with what appear to be significant condition issues. This assessment will be based solely on what can be seen from the street and from information provided by building owners or city inspectors. This information will be used to identify potential redevelopment or high priority preservation projects.

2.3 TRANSPORTATION, PARKING, & INFRASTRUCTURE EVALUATION

Sections from the 2011 study will be updated and will include:

- Inventory and evaluation of key pedestrian patterns
- Transportation systems and flow
- Evaluation of parking use and competition
- Evaluation of linkages to surrounding neighborhoods and trails

2.4 REVIEW OF EXISTING PLANS & STUDIES

RDG will collect and review all relevant plans and studies, documenting policies and actions impacting downtown Columbus.



Attachment A: Scope of Services

2.5 DEVELOPMENT & REDEVELOPMENT OPPORTUNITY ANALYSIS & MAP

This task will conclude with the drafting of a development opportunities diagram. This diagram or map may identify:

- Specific redevelopment sites
- Adaptive reuse opportunities, including upper story office/residential
- Retailing and other commercial development
- Circulation improvements for pedestrian and vehicles
- Open space or community gathering spaces
- Bicycle and pedestrian access

2.6 ASSESSMENT OF DEVELOPMENT POTENTIAL

- **Retail.** RDG will assess the retail market potential by assessing retail spending in the community as compared to trends in average per capita spending.
- **Housing.** Building on the housing study completed by RDG in 2021, we will determine the number units that could be captured in the downtown.
- **Brand.** The brand or image of the downtown is an important part of understanding the strategy for moving the downtown forward. During the Listening Sessions and through the survey we will strive to understand what residents see as the downtown's current brand and what they would like it to be in the future. During the Plan Development task, strategies for achieving that brand will be outlined.

TASK THREE: DOWNTOWN CONCEPT

Objective. To define the “destination” after five and ten years, including identification of specific projects and initiatives that strengthen the district and the gateways into the district.

3.1 DESIGN WORKSHOP

RDG will conduct a workshop in Columbus that engages the public, including government officials, focus group participants, and other stakeholders in defining overall visions and directions for the study area. During Tasks One and Two, these areas will be evaluated and included in the workshop if identified as a priority by the community.

The design workshop may address:

- Major functional/infrastructure issues and public investment needs
- Parking design
- General design concepts for the public environment, including lighting, sidewalks, parklets, and landscaping
- Redevelopment opportunities



Attachment A: Scope of Services

- Connections to adjacent neighborhoods
- Transportation plan showing streets and circulation patterns
- Historic preservation techniques and priorities
- Working with owners of historic properties to identify likely facade rehabilitation projects

TASK FOUR: PLAN REFINEMENT & DEVELOPMENT

Objective. To expand the design workshop results into detailed plan elements.

4.1 REFINE PLAN CONCEPTS

This task is the preparation of the plan document, creating the layout and narrative associated to concepts and strategies for improving downtown. This will include any appropriate graphics, such as maps, character sketches, or graphic illustrations. A streetscape master plan will be created through refinement of the concepts developed at the design workshop. Streetscape before and after imagery will be provided in the streetscape plan as well as supporting case studies. The streetscape master plan will take into consideration future grade separation projects.

TASK FIVE: IMPLEMENTATION STRATEGIES

Objective. Develop a practical and priority driven plan for downtown

5.1 PRIORITY CRITERIA

Project priority criteria will be established with the Technical Committee. These priority criteria will be used to identify the top projects that will build momentum in the district. Additionally, recommendations for financing, project phasing, and projected costs will be developed for the priority projects.

5.2 FINANCING REVIEW & TOOLS

The plan will include a financing and implementation program. This program will include the costs of specific recommendations and the entire public improvement program, the benefits quantified by development value, and a specific financing program. Review of the financing environment for study area projects in Columbus include:

- Opinion of probable costs for redevelopment sites and physical street improvements
- Possible allocation of investment from private and public sources
- Analysis of available funding resources. RDG's experience ranges from small cities to large metropolitan communities throughout the Midwest and, having worked to implement plans, members of our team understand the importance of funding sources.



Attachment A: Scope of Services

TASK SIX: APPROVAL PROCESS

Objective. To provide for full public review, comment, and “buy in” of the plan.

6.1 PUBLIC OPEN HOUSE & PRESENTATION

RDG will conduct a community open house consisting of a presentation of the entire plan and an opportunity for comment by the public. This will include preparation of boards and handouts for public review and a PowerPoint presentation that will be provided to the city for use by local presenters. Like the kick-off, a strategy that attracts people should be evaluated. Traditional public meetings often have the same attendees or low attendance. For this meeting and the kick-off, a strategy should be developed that creates a fun and festive event that attracts a wider audience. Over the past year we have also developed a virtual open house where community members can go on-line to view presentation boards, watch short videos, and share comments.

6.2 FORMAL APPROVAL

RDG will assist with presenting the plan at formal meetings as required.



ATTACHMENT A: SCHEDULE

 Technical Committee Meeting

 Major Events



15. ORDINANCES ON FIRST READING

- 15.A. Ordinance No. 22-03 amending pay ordinance by changing job title in Grade C2 from City Planner to Planning & Economic Development Coordinator and adding position of Assistant Fire Chief to Grade C4.

ORDINANCE NO. 22- 03

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE PAY PLAN FOR ALL CLASSIFICATIONS WITHIN THE CITY BY CHANGING JOB TITLE IN GRADE C2 FROM CITY PLANNER TO PLANNING & ECONOMIC DEVELOPMENT COORDINATOR AND ADDING POSITION OF ASSISTANT FIRE CHIEF TO GRADE C4.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Ordinance No. 21-27 establishing the pay plan for all classifications within the city be amended to change job title in Grade C2 from City Planner to Planning & Economic Development Coordinator and adding position of Assistant Fire Chief to Grade C4.

2021-2022
PAY SCALE TABLE

GRADE A5 \$12.99 - \$17.15

Program Assistant

GRADE A7 \$13.94 - \$18.38

Lead Lifeguard /Program Coordinator

Library Assistant

GRADE B2 \$16.17 - \$21.82

Customer Service Account Clerk

GRADE B3 \$16.73 - \$22.62

Area Transit Driver

Library Assistant II

Library Maintenance Worker

Office Associate

GRADE B4 \$17.32 - \$23.37

Area Transit Supervisor

GRADE B5 \$17.93 - \$24.20

Customer Service Clerk

Library Assistant III

Office Associate II

GRADE B6 \$18.54 - \$25.07

Account Clerk

Communications Specialist (911 Dispatcher)

Finance Account Clerk

Library Assistant IV

Pool/Water Park Maintenance Technician

GRADE B7 \$19.19 - \$25.90
Account Clerk II/ Records Clerk II
Code Enforcement Technician
Community Service Technician
Customer Service Clerk II
Equipment Operator
Parks Maintenance Worker

GRADE B8 \$19.88 - \$26.83
Administrative Assistant
Aquatics Supervisor
Equipment Operator II
Finance Account Clerk II
Golf Course Crew Leader
Head Cook
Senior Office Associate

GRADE B9 \$20.60 - \$27.81
Account Clerk III
Assistant City Clerk
Equipment Operator III

GRADE B10 \$21.35 - \$28.84
Engineering Aide
Lead Communications Specialist
Mechanic
Parks Crew Leader
Public Property Maintenance Mechanic
Senior Office Associate II
Street Dispatcher
Transfer Station Operator
Wastewater Treatment Facility Operator

GRADE B11 \$22.16 - \$29.91
Accounting Specialist
Water Production Operator
Water Utility Maintenance Worker

GRADE B12 \$22.98 - \$31.04
Airport Manager
Engineering Administrative Specialist
Mechanic II

GRADE B13 \$23.83 - \$32.18
Aquatics Manager
Community Center Manager
Computer Technician
Librarian
Park & Rec Coordinator

Transfer Station Supervisor
Wastewater Treatment Facility Operator II
Wastewater Treatment Facility Laboratory Technician
Water Production Operator II

GRADE B14 \$24.71 - \$33.37

Cemetery Supervisor
Street Crew Leader
Water Utility Maintenance Worker II

GRADE B15 \$25.62 - \$34.59

Water Production Crew Leader
Water Utility Crew Leader

GRADE B16 \$26.57 - \$35.89

Building Inspector

GRADE B17 \$27.56 - \$37.21

GIS Supervisor

GRADE B18 \$28.59 - \$38.60

Computer/Network Technician
Engineering Project Manager

GRADE C2 \$30.24 - \$42.33

City Clerk
Golf Course Superintendent
Parks Superintendent
Planning & Economic Development Coordinator
Street Superintendent
Surveyor/Construction Observer

GRADE C3 \$31.92 - \$44.66

Library Director
Wastewater Treatment Facility Superintendent
Water Superintendent

GRADE C4 \$33.81 - \$47.36

Assistant Fire Chief

GRADE C5 \$36.01 - \$50.42

Police Captain

GRADE C6 \$38.53 - \$53.96

Communications Director
Community Development Director
Fire Chief
Public Property Director

GRADE C7 \$41.43 - \$58.00
Human Resources Director
Police Chief

GRADE C8 \$44.94 - \$62.92
Public Works Director

GRADE C9 \$48.99 - \$68.59
City Engineer
Finance Director

OTHER POSITIONS

City Administrator per Resolution R20-140 \$210,000 annual
Prosecuting Attorney \$3,140 per year through 3/15/22
City Attorney \$ 135 per hour
Assistant Fire Chief \$16,024 per year
Fire Training & Safety Officer \$16,024 per year
City Emergency Mgmt Director \$10,000 per year
Mayor per Resolution R06-107 \$10,642 per year
Council per Resolution R06-107 \$ 6,635 per year

This ordinance shall repeal all ordinances or portions thereof in conflict herewith and shall be in full force and effect from and after the date of its passage and publication or posting as required by law.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

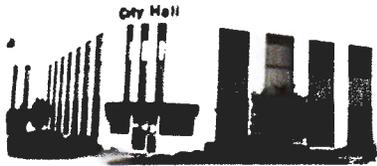
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

HUMAN RESOURCES DEPARTMENT
Human Resources • Risk Management
Office (402) 562-4243 • Fax (402) 563-1380

DATE: February 14, 2022
TO: Honorable Mayor and City Council
FROM: Tammy Orender, Human Resource Director
SUBJECT: Pay Ordinance Revisions

RECOMMENDATION:

I recommend amending the Pay Ordinance to change the job title from City Planner to Planning & Economic Development Coordinator in Grade C2. I also recommend adding Assistant Fire Chief Grade C4, \$33.81 - \$47.36 to the Pay Ordinance

DISCUSSION:

The job title was changed when the City hired for a new Planning & Economic Development Coordinator.
The position Assistant Fire Chief was added to the Fire Department personnel.

SIGNATURE:

By: Tammy Orender

Approved By: [Signature]



16. ORDINANCES ON SECOND READING

16.A. Ordinance No. 22-02 amending and re-adopting Chapter 92 of Title IX of Columbus City Code regarding nuisances.

ORDINANCE NO. 22-02

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND AND RE-ADOPT CHAPTER 92 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) WITH REGARD TO NUISANCES; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Chapter 92 of Title IX of the Columbus City Code be amended and readopted to read as follows:

GENERAL PROVISIONS

§ 92.01 FINDINGS; INTENT; PURPOSE.

The City Council finds that certain conditions as hereinafter defined cause annoyance, inconvenience, or damage to the public with respect to the public's comfort, health, safety, welfare, and enjoyment of property. It is the purpose and intent of the City Council to define and describe those conditions which are injurious to the public and which constitute a public nuisance. It is further the purpose and intent of the City Council to set forth and delegate responsibility for procedures regarding notice, abatement, and prosecution of those individuals who allow nuisance conditions to exist or maintain nuisance conditions, which procedures are necessary to carry out the provisions of this subchapter.

§ 92.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CODE ENFORCEMENT OFFICIAL. Code Enforcement Official as used in this chapter shall be the city's Community Development Director, and/or his/her designated representative.

EXCAVATION. Any activity in which earth, rock, or other material in or on the ground is moved or otherwise displaced by means of tools, equipment, or explosives and shall include grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, and cable or pipe plowing or driving but shall not include:

- (1) Normal maintenance of roads if the maintenance does not change the original road grade and does not involve the road ditch;
- (2) Tilling of soil and gardening for seeding and other agricultural purposes;

- (3) Digging of graves or in landfills in planned locations;
- (4) Maintenance or rebuilding of railroad track or facilities located on a railroad right-of-way by the railroad company or its contractors when such maintenance or rebuilding does not change the track grade; or
- (5) Hand digging around the base of a pole for pole inspection as part of suitable barriers, and which are not marked by warning lights during the hours of darkness.

NUISANCE. Any condition which:

- (1) Injures or endangers the health, safety, or welfare of the public;
- (2) Unlawfully interferes with, obstructs, or tends to obstruct, or renders dangerous for passage, any public or private street, highway, sidewalk, stream, ditch, or drainage way;
- (3) By reason of lack of sufficient or adequate maintenance of the property, and/or being vacant, any of which depreciates the enjoyment and use of the property in the immediate vicinity to such an extent that it is harmful to the community in which the property is situated or such condition exists;
- (4) By reason of being a fire hazard, as determined by the Nebraska State Fire Marshal or the designated representative;
- (5) By reason of being unsafe for occupancy, for use on, in, upon, about or around the aforesaid property, as determined by the City Building Inspector or City Engineer; or
- (6) By reason of deterioration or decay becomes rodent infested, or which becomes a place frequented by trespassers and transients seeking a temporary shelter or hideout;
- (7) Maintaining a **NUISANCE** by act or by failure to perform a legal duty, intentionally causing or permitting a **NUISANCE** to exist;
- (8) Permitting a **NUISANCE** to exist is knowingly permitting lots, parcels, or pieces of real property under the control of the offender, including the streets and alleys in front of and abutting such lots and pieces of land to be used or allowed to remain in such condition as to allow a **NUISANCE** condition to exist;
- (9) No person shall permit land to be covered with or contain refuse or debris resulting from the construction activities or the demolishing of a building, which refuse or debris has remained on the land for more than:
 - (a) Thirty days after the completion of the construction activities or demolition work; or
 - (b) Six months after the permit for such activity or work was grantedwhichever is soonest.

PERSON IN CHARGE OF PROPERTY. An agent, occupant, lessee, contract purchaser, or other person having possession or control of property or the supervision of any construction project.

PERSON RESPONSIBLE FOR ABATING NUISANCE.

- (1) The owner.
- (2) The person in charge of the property.
- (3) The person who caused to come into or continue in existence a nuisance, as defined in this subchapter, or another ordinance of this City.

PUBLIC PLACE. A building, way, place, or accommodation, whether publicly or privately owned, open and available to the general public.

§ 92.03 ILLUSTRATIVE ENUMERATION.

The maintaining or permitting to be or remain on any public or private property of any of the following conditions is hereby declared to be and constitute a nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:

- (A) Weeds and noxious vegetation when such growth reaches 12 inches in height.
- (B) Placement, storage, or accumulation of garbage, rubbish, trash, refuse, junk and other materials, metals, plumbing fixtures, appliances, auto parts, junked, wrecked or inoperative vehicles, lumber or other litter and furniture, stuffed furniture, clothing or other household items which creates an unsightly appearance. This section applies without limitation to all areas of land within the corporate city limits of Columbus zoned for residential purposes, and whether or not the building, land or property is occupied by human beings.
- (C) Any condition which provides harborage for rats, mice, and other vermin.
- (D) All disagreeable or noxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches, to include, but not be limited to, unwholesome grain, meat, hides, skins, feathers, vegetable matter, or the whole or any part of any dead animal, fowl, or fish.
- (E) Privies, vaults, cesspools, dumps, pits, or like places which are not securely protected from flies or rats, or which are foul or malodorous.
- (F) The pollution of any public well or cistern, stream, lake, canal, or body of water by sewage, dead animals, industrial wastes, or other substances which are injurious to overland flow or groundwater.

(G) Any activity, operation, or condition which, after being ordered abated, corrected, or discontinued by a lawful order of any agency or officer of the City, continues to be conducted or continues to exist in violation of any title of the City Code, any regulation enacted pursuant to this City Code, any statute of the state, or any violation of federal law.

(H) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.

(I) Any vacant or unoccupied structure, which is not secured or is in a condition which allows access by any person.

(J) Attractive nuisances, which include:

(1) Unguarded machinery, equipment, or other devices which are attractive, dangerous, and accessible to children;

(2) Lumber, logs, or pilings placed or stored in a manner so as to be attractive, dangerous, and accessible to children;

(3) Open pit, quarry, cistern, or other excavation without safeguards or barriers to prevent such places from being used by children;

(4) Construction projects will have appropriate safeguards in place to prevent injury or death to playing children; and

(5) It shall be unlawful for any owner, agent, or contractor in charge of a construction or demolition site to permit the accumulation of litter or the growth of grass or weeds in excess of 12 inches before, during or immediately following completion of any construction or demolition project. It shall be the duty of the owner, agent or contractor in charge of a construction site to furnish containers adequate to accommodate flyable or non-flyable debris or trash at areas convenient to construction areas and to maintain and empty the receptacles in such a manner and with such a frequency as to prevent spillage.

(K) Dangerous excavations, which are not guarded by suitable barriers and which are not marked during the hours of darkness.

(L) Graffiti, which shall mean any unauthorized writing, inscription, word, figure, or design which is marked, etched, scratched, drawn, or painted on any structural component of any building, structure or other facility, regardless of the nature of the material used in its application or upon which it is applied.

(M) Stockyards, granaries, mills, pig pens, cattle pens, chicken pens, or any other place, building or enclosure, in which animals or fowl of any kind are confined or on which are stored tankage or any other animal or vegetable matter or on which any animal or vegetable matter, including grain, is being processed, when the places in which animals are confined,

or said premises on which the vegetable or animal matter is located, are maintained and kept in such a manner that foul and noxious odors are permitted to emanate therefrom, to the annoyance of inhabitants of the City, or are maintained and kept in such a manner as to be injurious to the public health.

§ 92.04 UNENUMERATED NUISANCES.

(A) In addition to the acts and conditions specifically enumerated in this subchapter, any condition, thing, substance, or activity which is detrimental to, injurious to, or constitutes a danger to the public health, safety, or welfare is declared to be a nuisance and is subject to the abatement procedures set forth in this subchapter.

(B) A condition, thing, substance or activity declared to be a nuisance by another ordinance of this City is subject to the abatement procedures of this subchapter, if no abatement procedures are provided by such ordinance.

§ 92.05 NUISANCE PROHIBITED.

No person, firm, corporation, partnership, or other business entity shall knowingly or unknowingly maintain or permit a nuisance to exist. Violation of this section shall be a misdemeanor.

§ 92.06 INSPECTIONS.

The Code Enforcement Official, and his/her designated representative(s), shall have the authority and power to enforce all provisions of this Chapter; and, it shall be their duty to inspect and examine at any and all times all buildings, lots, parcels or pieces of real property within the City for the purposes of determining the conditions which may affect the public health, safety, and welfare as a nuisance.

§ 92.07 VIOLATIONS NOTICE.

(A) *Contents.* The violation notice shall contain:

- (1) An order to abate the nuisance within ten calendar days of the date of delivery, or attempted delivery, of the violation notice or request a hearing within ten calendar days of the date of the violation notice. A list of persons to contact shall be included.
- (2) The location of the nuisance, if such nuisance is stationary.
- (3) A description of what constitutes the nuisance.
- (4) A statement of acts necessary to abate the nuisance.
- (5) A statement that if the nuisance is not abated as directed and no request for hearing is made within ten calendar days of the date of the violation notice, the person to whom such notice was made

shall be deemed guilty of a misdemeanor and every 24 hours thereafter will be considered a separate offense.

(6) A statement that if the nuisance is not abated as directed and no request for hearing is made within ten calendar days of the date of the violation notice, the City shall seek the remedy of an administrative penalty of \$50 per day.

(7) A statement that the administrative penalty will continue to accrue for each day the nuisance continues to exist for a period not to exceed ten calendar days.

(8) A statement that the owner, occupant, or agent may stop the accrual of the administrative penalty by abating the nuisance and advising the Code Enforcement Official, or his/her designated representative(s), of the abatement. A list of persons to contact shall be included.

(9) A statement that if the nuisance is not abated following the administrative penalty period, the City will seek the remedy of prosecution and enforcement for failure to comply with the administrative order and for maintaining a nuisance under this subchapter and will abate such nuisance and assess the cost thereof against the property and pursue any other remedies available. The fee will be as set by resolution.

(10) Service on nonresidents or absentee owners shall be made by posting a copy of the notice of abatement letter on the property involved and publishing a legal notice in the local newspaper no longer than ten days nor less than one day prior to the proposed date of abatement.

(11) Absentee land owners, to include firms, corporations, or businesses, are required to designate to the Code Enforcement Official, or his/her designated representative(s), a curator to facilitate enforcement of nuisance violations.

(B) *Service.* The violation notice may be served personally on the owner, occupant, or agent of the real property or may be served by certified mail upon the owner, occupant, or the owner or occupant's designee. If notice by personal service or certified mail is unsuccessful, notice shall be given by either publication in a newspaper of general circulation in the city or by posting the notice on the lot or ground upon which the nuisance is to be abated and removed. Further, when the nuisance violation relates to improvements such as buildings or structures, the notice shall also be posted on the building or structure. When service is accomplished by posting, the Code Enforcement Official may complete said service him/herself or may have a City Police Officer do so.

§ 92.08 DESIGNATION OF HEARING OFFICER; PROCEDURES; PENALTY FOR FAILURE TO COMPLY.

(A) For purposes of this subchapter, the City shall designate an Administrative Hearing Officer who shall have the duty and authority to enter such administrative orders as are necessary to the enforcement of this subchapter. The City Administrator is designated as the Administrative Hearing Officer.

(B) The Administrative Hearing Officer, upon the request of the Code Enforcement Official, or his/her designated representative(s), shall review the violation notice and all relevant information. If the Hearing Officer determines after such review that a nuisance condition exists and no request for a hearing has been made by the owner, occupant, or agent, and the nuisance condition remains unabated, then the Hearing Officer may enter an administrative order. The administrative order shall contain a finding of whether the City properly sent notice to the owner, occupant, or agent in accordance with provisions herein; a finding of the nuisance conditions which exist; the failure of the owner, occupant, or agent to abate or otherwise remove the nuisance conditions; and an administrative penalty not to exceed \$50 per day for each day the nuisance condition exists not to exceed a total of ten calendar days.

(C) If the owner, occupant, or agent requests a hearing within ten calendar days of the date of the violation notice, the Administrative Hearing Officer shall schedule a hearing within three working days of receipt of the hearing request. Written notice of the hearing date and time shall be provided to the owner. At the hearing, the owner, occupant, or agent shall be given the opportunity to present information relevant to the violation notice. The Code Enforcement Official, or his/her designated representative(s), also shall be given the opportunity to present information relevant to the violation notice. The hearing may be continued to a later time in exceptional cases where additional information is needed, as determined by the Hearing Officer. After all information has been offered, the Hearing Officer shall render a written decision within five calendar days.

(D) The Administrative Hearing Officer may modify an order, including the administrative penalty in cases of undue hardship or in cases presenting extenuating or mitigating circumstances.

(E) It shall be unlawful for any person to whom an administrative order is issued to fail to comply with the provisions of the administrative order.

(F) The Administrative Hearing Officer shall provide the option of daytime or evening administrative hearing times.

§ 92.09 ABATEMENT.

(A) If the person on whom notice to abate a nuisance was served pursuant to the provisions of this subchapter fails to abate the nuisance, Code

Enforcement Official, or his/her designated representative(s), shall proceed to abate such nuisance and shall prepare a statement of costs incurred in the abatement thereof to the City Council. Thereafter, the costs of abatement, including the cost of providing notice thereof shall be added to the property tax as a special assessment or shall be filed with the Register of Deeds as a lien against the property as provided by law. In addition, Code Enforcement Official, or his/her designated representative(s), may seek the remedy of enforcement and prosecution as provided for in this subchapter. Each day the property remains in violation of this subchapter shall be deemed a separate offense and multiple offenses may be charged in the same complaint.

(B) The abatement of a nuisance under the direction of the Code Enforcement Official shall not be a defense or excuse to the owner, occupant, or agent of property for not conforming with this subchapter.

(C) The procedure provided by this section is not exclusive, but is in addition to procedures provided by other ordinances; and the Code Enforcement Official, or his/her designated representative(s), may proceed summarily and without following the procedure set forth in this section, to abate a health, safety, or other condition that constitutes, in the opinion of Code Enforcement Official, or his/her designated representative(s), an immediate and grave hazard to public health and safety requiring immediate action.

§ 92.10 AFFIRMATIVE DEFENSE.

Charges filed under this subchapter may be dismissed by the Court if at trial the defendant proves by a preponderance of the evidence that the nuisance then existing had been satisfactorily abated no more than ten calendar days after the defendant received the citation of the nuisance.

§ 92.11 ASSESSMENT OF COSTS.

Any and all costs incurred by the City in the abatement of a nuisance under the provisions of this subchapter shall be assessed against each lot or piece of ground chargeable therewith, as a special assessment or lien as provided by law.

§ 92.12 JURISDICTION.

The Code Enforcement Official, or his/her designated representative(s), are directed to enforce this City Code against all nuisances. The jurisdiction Code Enforcement Official and Court shall extend to, and the territorial application of this chapter shall include, all territory adjacent to the limits of the City within two miles thereof and all territory within the corporate limits. This jurisdiction shall also extend to all additional areas that are subject to, and in accordance with, any relevant Interlocal Agreement which has been or may be entered into by the City from time to time.

HEALTH AND SANITATION

§ 92.25 OFFENSIVE BUILDINGS.

It shall be unlawful to erect, use, keep or maintain any stable for the boarding or lodging of any animal, either privately or for hire, or to erect, use, keep or maintain any other building, structure or other place for the exercise of any trade, employment, manufacture or other business, which, by occasioning noxious exhalations or offensive smells, becomes injurious and dangerous to the health, comfort or property of individuals or the public. Any person maintaining such a nuisance, or permitting it to exist upon property owned or controlled by that person, and failing or refusing to abate it within 24 hours after being notified to do so by a Code Enforcement Official, or his/her designated representative(s), shall be deemed guilty of a misdemeanor. Each 24-hour period thereafter during which the nuisance remains unabated shall be deemed an additional offense.

§ 92.26 UNSAFE BUILDINGS.

(A) The term ***UNSAFE BUILDING***, as used in this section, is hereby defined to mean and include any building, shed, fence or other man-made structure which, after inspection by the City Building Inspector or City Engineer, meets the following conditions:

- (1) Is dangerous to the public health because of its condition and which may cause or aid in the spread of disease or injury to the health of the occupants of it or neighboring structures;
- (2) Because of faulty construction, age, lack of proper repair or any other cause is especially liable to fire and constitutes or creates a fire hazard; or
- (3) By reason of faulty construction or any other cause is liable to cause injury or damage by the collapse or fall of all or any part of the structure. Any such unsafe building in the City, as determined by the City Building Inspector or City Engineer, is hereby declared to be a nuisance.

(B) It shall be unlawful to maintain or permit the existence of any unsafe building in the City and it shall be unlawful for the owner, occupant, tenant, lessee, agent or person in custody of the building to permit the same to remain in an unsafe condition or to occupy the building or permit it to be occupied, while it is in an unsafe condition.

(C) In case the owner of any building or structure shall fail, neglect or refuse to comply with the notice given by any Code Enforcement Official, or his/her designated representative(s), to repair, rehabilitate or demolish and remove a building or structure which is unsafe and a public nuisance, the

Code Enforcement Official, or his/her designated representative(s), shall follow the abatement process as described in § 92.09.

§ 92.27 SLAUGHTERHOUSES.

It shall be unlawful for any person to erect, use, keep or maintain any slaughterhouse, slaughter yard or other place for the killing of animals within the corporate limits in such manner as to render it offensive or injurious to the health or property of any individual. Any person erecting, using, keeping or maintaining the slaughterhouse, yard or other place of killing of animals or who neglects or refuses to abate the nuisance thereof within a 24-hour period after being notified to do so by a Code Enforcement Official, or his/her designated representative(s), shall be deemed guilty of maintaining a nuisance. Each 24-hour period the person continues to maintain the nuisance after being notified by the Code Enforcement Official, or his/her designated representative(s), to abate the nuisance, shall be and constitute an additional offense. Any person slaughtering any animal within the corporate limits in violation of the terms hereof, shall be deemed guilty of a misdemeanor and the slaughtering of each animal within the corporate limits in violation of the terms hereof, shall be deemed guilty of a misdemeanor. The slaughtering of each animal shall be and constitute a separate offense.

§ 92.28 DUMPING OF WASTE.

It shall be unlawful to intentionally, knowingly or recklessly dump, place, pour or otherwise dispose of oil directly into or upon the ground, dirt, streets or sewers within the corporate limits of the City. Violators shall be subject to the penalties and provisions as contained in the balance of this chapter including, but not limited to § 92.09 regarding abatement procedure.

§ 92.29 REFUSE IN BUILDINGS; STAGNANT WATER; TIME LIMIT.

(A) No person shall permit or suffer to be in or accumulate in or upon any yard, lot, place or premises, upon any street or sidewalk adjacent to or abutting upon any lot, block, place or premises or in any building or shed owned or occupied by that person within the City limits any stagnant water or impure water, refuse, vegetable decay or decaying substance, garbage or filth of any kind, nor suffer the yard, lot, place, building or premises to be or to remain in such condition as to cause or create a nuisance or offensive smell or to pollute or render unhealthful the atmosphere or the premises or thereby to be, become, cause or create a public nuisance.

(B) Any person as described in division (A) of this section, shall clean up the premises and abate the nuisance within 48 hours after having received notice of the condition from the Code Enforcement Official, or his/her designated representative(s)

§ 92.30 REMOVAL OF SNOW AND ICE REQUIRED.

(A) (1) It shall be unlawful for the owner or occupant of any lot to permit snow, ice or hard-packed snow to accumulate or remain on the sidewalk contiguous thereto. The sidewalks shall be cleaned within 24 hours after the cessation of any storm or fall of snow.

(2) It is hereby declared to be the duty of the Code Enforcement Official, or his/her designated representative(s), whenever any violation of this section shall come to its knowledge, to forthwith notify the person committing or permitting such acts or conditions prohibited by this section to at once abate the violation and if the person does not immediately abate the violation and remove the snow, ice or hard-packed snow within three hours of the notice, the Code Enforcement Official or his/her designated representative(s), may issue a code violation notice, and if later prosecuted and convicted, the violators shall be fined as provided in § 92.99. In addition thereto, if the owner or occupant fails to remove the snow, ice or hard-packed snow within 24 hours of the notice of violation, the Code Enforcement Official, or his/her designated representative(s), shall cause the removal of the snow, ice or hard-packed snow and shall prepare a statement of costs incurred in the removal thereof, and will assess the cost thereof against the property and pursue any other remedies available. The City will charge a removal fee as set by resolution.

(3) Any person violating the terms of this section may be subject and liable to any harm caused by any individual using the public ways and slipping and falling on the ice, snow or hard-packed snow.

(B) No person shall deposit, throw, blow or otherwise dispose of any snow, ice or hard-packed snow on any public property, street, alley or other public way, except for the sidewalks in the downtown area, as defined in the Snow and Ice Control Policy, which snow shall be returned to the curb line dividing the streets and sidewalks in the designated area.

WEEDS, GRASSES, AND WORTHLESS VEGETATION

§ 92.40 DEFINITION.

For the purpose of this chapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

WEEDS. Includes, but not limited to the following: Canada thistle (*Cirsium arvense*), leafy spurge (*Euphorbia esula*), nodding or musk thistle (*Carduus nutans*), plumless thistle (*Carduus acanthoides*), spoiled knapweed (*Centaurea maculosa*), diffuse knapweed (*Centaurea diffusa*), bindweed (*Convolvulus arvensis*), hoary cress (*Cardia draba*), Russian knapweed (*Centaurea repens*), Johnson grass (*Sorghum halepense*), Scotch thistle (*Onopordum acanthium*), morning glory (*Ipomoea purpurea*) when found in field crop seeds, skeletonleaf bursage (*Ambrisia discolor*), woolyleaf

bursage (*Ambrosia tomentosa*), serrated tussock (*Nassella trichotoma*), puncturevine (*Tribulus terrestris*), perennial peppergrass (*Lepidium draba*), quack grass (*Agropyron repens*), perennial sow thistle (*Sonchus arvensis*), horse nettle (*Solanum carolinense*), bull thistle (*Cirsium lanceolatum*), buckthorn (*Rhamnus sp.*) (tourn), hemp plant (*Cannabis sativa*), and ragweed (*Ambrociaceae*).

§ 92.41 DECLARATION OF NUISANCE.

It shall be unlawful for any owner, agent, lessee, tenant, or other person occupying or having charge or control of any premises to permit weeds, grasses, and/or worthless vegetation to remain upon the premises and upon any area between the property lines of the premises and the center line of any adjacent street, alley, sidewalk, easement, right-of-way, and all other areas, public or private. All weeds, grasses, and worthless vegetation are subject to abatement and the owner or occupant of any lot or piece of ground subject to the City's jurisdiction is hereby required to keep the lots and pieces of ground and the adjoining streets and alleys free of any:

- (1) Weeds (including but not limited to noxious weeds), indigenous grasses, and/or worthless vegetation on or about residential property which, because of their height, have a blighting influence on the neighborhood. Any such weeds and indigenous grasses shall be presumed to be blighting if they exceed 12 inches in height;
- (2) Weeds (including but not limited to noxious weeds), indigenous grasses, and/or worthless vegetation which may attain such large growth as to become, when dry, a fire menace to adjacent improved property; or
- (3) Weeds (including but not limited to noxious weeds), indigenous grasses, and/or worthless vegetation which are located in an area which harbors rats, insects, animals, reptiles or any other creature which either may or does constitute a menace to health, public safety or welfare.

§ 92.42 NOTICE TO REMOVE.

(A) The Code Enforcement Official or his/her designated representative(s), shall be charged with the administration and enforcement of this subchapter. The Code Enforcement Official or his/her designated representative(s), shall notify in writing, the owner, occupant, or agent in charge of any premises in the City upon which weeds exist in violation of this subchapter, by certified, return receipt requested mail or by personal service, once per calendar year. Whenever there is personal service of the notice, a copy of the notice shall also be mailed by certified, return receipt requested mail to the owner. If notice by personal service or certified mail is unsuccessful, notice shall be given by either publication in a newspaper of general circulation in the city or by posting the notice on the lot or ground upon which the nuisance is to be abated and removed.

(B) The notice shall include the following:

(1) The owner, occupant, or agent in charge of the property is in violation of this subchapter.

(2) The owner, occupant, or agent in charge of the property is ordered to cut the weeds within ten days from mailing or personal service of notice.

(3) The owner, occupant, or agent in charge of the property may in writing file a request of the office of the City Clerk request a hearing before the City Administrator within ten days after receipt of the notice. If a hearing is properly requested, then:

(i) The hearing on the appeal shall be held within fourteen days after the filing of the appeal, and

(ii) Within five business days after conclusion of the hearing, the City Administrator shall render his/her decision.

(4) If within ten days after receipt of the notice the owner, occupant, or agent in charge of the property does not request a hearing or does not cut the weeds, the City or its authorized agent will cut the weeds and assess the cost of the cutting, including a reasonable administrative fee, against the owner, occupant, or agent, in charge of the property. Charges for weed cutting when done by the City through its agent otherwise set by resolution.

(5) The owner, occupant, or agent in charge of the property will be given an opportunity to pay the charges as described above and, if not paid, the charges will be added to the property tax as a special assessment, or shall be filed with the Register of Deeds Office as a lien against the property.

(6) Only one notice of violation needs to be given as described above during the calendar year.

(7) The Code Enforcement Official or his/her designated representative(s) should be contacted if there are any questions regarding the order.

(C) Service on nonresidents or absentee owners shall be made by posting a copy of the notice of abatement letter on the property involved.

(D) Absentee land owners, to include firms, corporations or businesses, are required to designate to the Code Enforcement Official, or his/her designated representative(s), a curator to facilitate enforcement of nuisance violations.

§ 92.43 ASSESSMENT OF COSTS.

(A) Upon expiration of the time frames required by § 92.42, and in the event that the owner, occupant, or agent in charge of the premises shall neglect or fail to comply with requirements of this subchapter, Code Enforcement Official, or his/her designated representative(s), shall cause to be cut, destroyed, and/or removed, all such weeds and abate the nuisance created thereby at any time during the current calendar year.

(B) The Code Enforcement Official, or his/her designated representative(s), shall give notice to the owner, occupant, or agent in charge of the premises by certified, return receipt requested mail or personal service of the cost of abatement of the nuisance. The notice shall state that payment of the costs is due and payable within two months upon completion of the work done or 30 days after receipt of the notice, whichever is longer.

(C) If the costs of removal or abatement remain unpaid after within the timeframe set forth in paragraph B of this Code Section then a record of the costs of cutting and destruction and/or removal shall be certified to the City. Any and all costs incurred by the City in the abatement of a weed violation under the provisions of this section shall be assessed against each lot or piece of ground chargeable therewith, as a special assessment or lien as provided by law.

§ 92.44 EMPTY LOTS; AGRICULTURE.

Any owner or occupant of an empty lot within the City limits wishing to grow vegetables or planted alfalfa or any owner or occupant of any empty lot being leased out for the purpose of growing vegetables or planted alfalfa must keep all weeds from the lot in accordance with this subchapter. The growth of agricultural products upon the empty lots does not exempt the owner/occupant from removal of the noxious weeds listed within § 92.40. Empty lots within the City limits may not be used for the growing of hay.

§ 92.45 WEED REMOVAL.

In accordance with the Nebraska State Statutes, as amended, Code Enforcement Official or his/her designated representative(s), employees, contracting agents or other representatives are hereby authorized to cut, destroy, and/or remove such weeds in a manner not inconsistent with this subchapter. If a locked fence gate prevents access, an administrative search warrant shall be obtained from the County Court.

§ 92.46 NOXIOUS WEEDS.

Nothing in this subchapter shall affect or impair the rights of the City under the provisions of the Nebraska Seed Law (as found in Neb. Rev. Stat. § 81-

2,147 *et seq.*, and may be amended), relative to the control and eradication of certain noxious weeds.

§ 92.99 PENALTY.

(A) Whoever violates any provision of this chapter for which no specific penalty is provided shall be punished as set forth in § 10.99.

(B) There shall be an administrative penalty assessed for each day a nuisance condition continues to exist pursuant to §§ 92.01 through 92.12 and §§ 92.25 through 92.44 after expiration of the ten calendar days allowed for abatement of the nuisance. The administrative penalty shall be in the amount of \$50 per day and shall in no event exceed ten days. The calendar days shall be calculated based upon the date of the violation notice.

Section 2. This ordinance shall repeal all ordinances or portions thereof and conflict herewith.

Section 3. 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 Neb. Rev. Stat. § 16-405 with distribution to be made by making copies available to the public upon request at the City office.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

ORDINANCE NO. 22-_____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND AND RE-ADOPT CHAPTER 92 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) WITH REGARD TO NUISANCES; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Chapter 92 of Title IX of the Columbus City Code be amended and readopted to read as follows:

GENERAL PROVISIONS

§ 92.01 FINDINGS; INTENT; PURPOSE.

The City Council finds that certain conditions as hereinafter defined cause annoyance, inconvenience, or damage to the public with respect to the public's comfort, health, safety, welfare, and enjoyment of property. It is the purpose and intent of the City Council to define and describe those conditions which are injurious to the public and which constitute a public nuisance. It is further the purpose and intent of the City Council to set forth and delegate responsibility for procedures regarding notice, abatement, and prosecution of those individuals who allow nuisance conditions to exist or maintain nuisance conditions, which procedures are necessary to carry out the provisions of this subchapter.

§ 92.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CODE ENFORCEMENT OFFICIAL. Code Enforcement Official as used in this chapter shall be the city's Community Development Director, and/or his/her designated representative.

EXCAVATION. Any activity in which earth, rock, or other material in or on the ground is moved or otherwise displaced by means of tools, equipment, or explosives and shall include grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, and cable or pipe plowing or driving but shall not include:

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- (1) Normal maintenance of roads if the maintenance does not change the original road grade and does not involve the road ditch;
- (2) Tilling of soil and gardening for seeding and other agricultural purposes;
- (3) Digging of graves or in landfills in planned locations;
- (4) Maintenance or rebuilding of railroad track or facilities located on a railroad right-of-way by the railroad company or its contractors when such maintenance or rebuilding does not change the track grade; or
- (5) Hand digging around the base of a pole for pole inspection as part of suitable barriers, and which are not marked by warning lights during the hours of darkness.

NUISANCE. Any condition which:

- (1) Injures or endangers the health, safety, or welfare of the public;
- (2) Unlawfully interferes with, obstructs, or tends to obstruct, or renders dangerous for passage, any public or private street, highway, sidewalk, stream, ditch, or drainage way;
- (3) By reason of lack of sufficient or adequate maintenance of the property, and/or being vacant, any of which depreciates the enjoyment and use of the property in the immediate vicinity to such an extent that it is harmful to the community in which the property is situated or such condition exists;
- (4) By reason of being a fire hazard, as determined by the Nebraska State Fire Marshal or the designated representative;
- (5) By reason of being unsafe for occupancy, for use on, in, upon, about or around the aforesaid property, as determined by the City Building Inspector or City Engineer; or
- (6) By reason of deterioration or decay becomes rodent infested, or which becomes a place frequented by trespassers and transients seeking a temporary shelter or hideout;
- (7) Maintaining a ***NUISANCE*** by act or by failure to perform a legal duty, intentionally causing or permitting a ***NUISANCE*** to exist;
- (8) Permitting a ***NUISANCE*** to exist is knowingly permitting lots, parcels, or pieces of real property under the control of the offender, including the streets and alleys in front of and abutting such lots and pieces of land to be used or allowed to remain in such condition as to allow a ***NUISANCE*** condition to exist;
- (9) No person shall permit land to be covered with or contain refuse or debris resulting from the construction activities or the demolishing of a building, which refuse or debris has remained on the land for more than:
 - (a) Thirty days after the completion of the construction activities or demolition work; or

(b) Six months after the permit for such activity or work was granted,
whichever is soonest.

PERSON IN CHARGE OF PROPERTY. An agent, occupant, lessee, contract purchaser, or other person having possession or control of property or the supervision of any construction project.

PERSON RESPONSIBLE FOR ABATING NUISANCE.

- (1) The owner.
- (2) The person in charge of the property.
- (3) The person who caused to come into or continue in existence a nuisance, as defined in this subchapter, or another ordinance of this City.

PUBLIC PLACE. A building, way, place, or accommodation, whether publicly or privately owned, open and available to the general public.

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§ 92.03 ILLUSTRATIVE ENUMERATION.

The maintaining or permitting to be or remain on any public or private property of any of the following conditions is hereby declared to be and constitute a nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:

- (A) Weeds and noxious vegetation when such growth reaches 12 inches in height.
- (B) Placement, storage, or accumulation of garbage, rubbish, trash, refuse, junk and other materials, metals, plumbing fixtures, appliances, auto parts, junked, wrecked or inoperative vehicles, lumber or other litter and furniture, stuffed furniture, clothing or other household items which creates an unsightly appearance. This section applies without limitation to all areas of land within the corporate city limits of Columbus zoned for residential purposes, and whether or not the building, land or property is occupied by human beings.
- (C) Any condition which provides harborage for rats, mice, and other vermin.
- (D) All disagreeable or noxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches, to include, but not be limited to, unwholesome grain, meat, hides, skins, feathers, vegetable matter, or the whole or any part of any dead animal, fowl, or fish.
- (E) Privies, vaults, cesspools, dumps, pits, or like places which are not securely protected from flies or rats, or which are foul or malodorous.

(F) The pollution of any public well or cistern, stream, lake, canal, or body of water by sewage, dead animals, industrial wastes, or other substances which are injurious to overland flow or groundwater.

(G) Any activity, operation, or condition which, after being ordered abated, corrected, or discontinued by a lawful order of any agency or officer of the City, continues to be conducted or continues to exist in violation of any title of the City Code, any regulation enacted pursuant to this City Code, any statute of the state, or any violation of federal law.

(H) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.

(I) Any vacant or unoccupied structure, which is not secured or is in a condition which allows access by any person.

(J) Attractive nuisances, which include:

(1) Unguarded machinery, equipment, or other devices which are attractive, dangerous, and accessible to children;

(2) Lumber, logs, or pilings placed or stored in a manner so as to be attractive, dangerous, and accessible to children;

(3) Open pit, quarry, cistern, or other excavation without safeguards or barriers to prevent such places from being used by children;

(4) Construction projects will have appropriate safeguards in place to prevent injury or death to playing children; and

(5) It shall be unlawful for any owner, agent, or contractor in charge of a construction or demolition site to permit the accumulation of litter or the growth of grass or weeds in excess of 12 inches before, during or immediately following completion of any construction or demolition project. It shall be the duty of the owner, agent or contractor in charge of a construction site to furnish containers adequate to accommodate flyable or non-flyable debris or trash at areas convenient to construction areas and to maintain and empty the receptacles in such a manner and with such a frequency as to prevent spillage.

(K) Dangerous excavations, which are not guarded by suitable barriers and which are not marked during the hours of darkness.

(L) Graffiti, which shall mean any unauthorized writing, inscription, word, figure, or design which is marked, etched, scratched, drawn, or painted on any structural component of any building, structure or other facility, regardless of the nature of the material used in its application or upon which it is applied.

(M) Stockyards, granaries, mills, pig pens, cattle pens, chicken pens, or any other place, building or enclosure, in which animals or fowl of any kind are confined or on which are stored tankage or any other animal or vegetable matter or on which

any animal or vegetable matter, including grain, is being processed, when the places in which animals are confined, or said premises on which the vegetable or animal matter is located, are maintained and kept in such a manner that foul and noxious odors are permitted to emanate therefrom, to the annoyance of inhabitants of the City, or are maintained and kept in such a manner as to be injurious to the public health.

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§ 92.04 UNENUMERATED NUISANCES.

(A) In addition to the acts and conditions specifically enumerated in this subchapter, any condition, thing, substance, or activity which is detrimental to, injurious to, or constitutes a danger to the public health, safety, or welfare is declared to be a nuisance and is subject to the abatement procedures set forth in this subchapter.

(B) A condition, thing, substance or activity declared to be a nuisance by another ordinance of this City is subject to the abatement procedures of this subchapter, if no abatement procedures are provided by such ordinance.

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§ 92.05 NUISANCE PROHIBITED.

No person, firm, corporation, partnership, or other business entity shall knowingly or unknowingly maintain or permit a nuisance to exist. Violation of this section shall be a misdemeanor.

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§ 92.06 INSPECTIONS.

The ~~Chief of Police, a sworn Police Officer or a Community Service Technician~~ Code Enforcement Official, and his/her designated representative(s), shall have the authority and power to enforce all provisions of this Chapter; and, it shall be their duty to inspect and examine at any and all times all buildings, lots, parcels or pieces of real property within the City for the purposes of determining the conditions which may affect the public health, safety, and welfare as a nuisance.

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§ 92.07 VIOLATIONS NOTICE.

(A) *Contents.* The violation notice shall contain:

(1) An order to abate the nuisance within ten calendar days of the date of delivery, or attempted delivery, of the violation notice or request a hearing within ten calendar days of the date of the violation notice. A list of persons to contact shall be included.

- (2) The location of the nuisance, if such nuisance is stationary.
- (3) A description of what constitutes the nuisance.
- (4) A statement of acts necessary to abate the nuisance.
- (5) A statement that if the nuisance is not abated as directed and no request for hearing is made within ten calendar days of the date of the violation notice, the person to whom such notice was made shall be deemed guilty of a misdemeanor and every 24 hours thereafter will be considered a separate offense.
- (6) A statement that if the nuisance is not abated as directed and no request for hearing is made within ten calendar days of the date of the violation notice, the City shall seek the remedy of an administrative penalty of \$50 per day.
- (7) A statement that the administrative penalty will continue to accrue for each day the nuisance continues to exist for a period not to exceed ten calendar days.
- (8) A statement that the owner, occupant, or agent may stop the accrual of the administrative penalty by abating the nuisance and advising the Code Enforcement Official, or his/her designated representative(s)~~Chief of Police or the Chief's designated representative~~, of the abatement. A list of persons to contact shall be included.
- (9) A statement that if the nuisance is not abated following the administrative penalty period, the City will seek the remedy of prosecution and enforcement for failure to comply with the administrative order and for maintaining a nuisance under this subchapter and will abate such nuisance and assess the cost thereof against the property and pursue any other remedies available. The fee will be as set by resolution.
- (10) Service on nonresidents or absentee owners shall be made by posting a copy of the notice of abatement letter on the property involved and publishing a legal notice in the local newspaper no longer than ten days nor less than one day prior to the proposed date of abatement.
- (11) Absentee land owners, to include firms, corporations, or businesses, are required to designate to the Code Enforcement Official, or his/her designated representative(s)~~Police Department~~—a curator to facilitate enforcement of nuisance violations.

(B) *Service.* The violation notice may be served personally on the owner, occupant, or agent of the real property or may be served by certified mail upon the owner, occupant, or the owner or occupant's designee. ~~If the address or whereabouts of the owner, occupant, or agent cannot be determined after due diligence, then the violation notice shall be published in the official City newspaper.~~ If notice by personal service or certified mail is unsuccessful, notice

shall be given by either publication in a newspaper of general circulation in the city or by posting the notice on the lot or ground upon which the nuisance is to be abated and removed. Further, when# the nuisance violation relates to improvements such as buildings or structures, the notice shall also be posted on the building or structure. When service is accomplished by posting, the Code Enforcement Official may complete said service him/herself or may have a City Police Officer do so.

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§ 92.08 DESIGNATION OF HEARING OFFICER; PROCEDURES; PENALTY FOR FAILURE TO COMPLY.

(A) For purposes of this subchapter, the City shall designate an Administrative Hearing Officer who shall have the duty and authority to enter such administrative orders as are necessary to the enforcement of this subchapter. The City Administrator is designated as the Administrative Hearing Officer.

(B) The Administrative Hearing Officer, upon the request of the Code Enforcement Official, or his/her designated representative(s), Chief of Police, or the Chief's designated representative, shall review the violation notice and all relevant information. If the Hearing Officer determines after such review that a nuisance condition exists and no request for a hearing has been made by the owner, occupant, or agent, and the nuisance condition remains unabated, then the Hearing Officer may enter an administrative order. The administrative order shall contain a finding of whether the City properly sent notice to the owner, occupant, or agent in accordance with provisions herein; a finding of the nuisance conditions which exist; the failure of the owner, occupant, or agent to abate or otherwise remove the nuisance conditions; and an administrative penalty not to exceed \$50 per day for each day the nuisance condition exists not to exceed a total of ten calendar days.

(C) If the owner, occupant, or agent requests a hearing within ten calendar days of the date of the violation notice, the Administrative Hearing Officer shall schedule a hearing within three working days of receipt of the hearing request. Written notice of the hearing date and time shall be provided to the owner. At the hearing, the owner, occupant, or agent shall be given the opportunity to present information relevant to the violation notice. The Code Enforcement Official, or his/her designated representative(s), Chief of Police, or the Chief's designated representative, also shall be given the opportunity to present information relevant to the violation notice. The hearing may be continued to a later time in exceptional cases where additional information is needed, as determined by the Hearing Officer. After all information has been offered, the Hearing Officer shall render a written decision within five calendar days.

(D) The Administrative Hearing Officer may modify an order, including the administrative penalty in cases of undue hardship or in cases presenting extenuating or mitigating circumstances.

(E) It shall be unlawful for any person to whom an administrative order is issued to fail to comply with the provisions of the administrative order.

(F) The Administrative Hearing Officer shall provide the option of daytime or evening administrative hearing times.

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§ 92.09 ABATEMENT.

(A) If the person on whom notice to abate a nuisance was served pursuant to the provisions of this subchapter fails to abate the nuisance, Code Enforcement Official, or his/her designated representative(s)~~the Chief of Police, or designee or other duly designated officer of the City~~, shall proceed to abate such nuisance and shall prepare a statement of costs incurred in the abatement thereof to the City Council. Thereafter, the costs of abatement, including the cost of providing notice thereof shall be added to the property tax as a special assessment or shall be filed with the Register of Deeds as a lien against the property as provided by law. In addition, Code Enforcement Official, or his/her designated representative(s)~~the Chief of Police, or designee~~, may seek the remedy of enforcement and prosecution as provided for in this subchapter. Each day the property remains in violation of this subchapter shall be deemed a separate offense and multiple offenses may be charged in the same complaint.

(B) The abatement of a nuisance under the direction of the Code Enforcement Official~~Chief of Police~~ shall not be a defense or excuse to the owner, occupant, or agent of property for not conforming with this subchapter.

(C) The procedure provided by this section is not exclusive, but is in addition to procedures provided by other ordinances; and the Code Enforcement Official, or his/her designated representative(s)~~Building Inspector, Chief of Police, Fire Chief, Police Officer or Community Service Technician~~, may proceed summarily and without following the procedure set forth in this section, to abate a health, safety, or other condition that constitutes, in the opinion of Code Enforcement Official, or his/her designated representative(s)~~a Police Officer, Community Service Technician or Building Inspector~~, an immediate and grave hazard to public health and safety requiring immediate action.

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§ 92.10 AFFIRMATIVE DEFENSE.

Charges filed under this subchapter may be dismissed by the Court if at trial the defendant proves by a preponderance of the evidence that the nuisance then existing had been satisfactorily abated no more than ten calendar days after the defendant received the citation of the nuisance.

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§ 92.11 ASSESSMENT OF COSTS.

Any and all costs incurred by the City in the abatement of a nuisance under the provisions of this subchapter shall be assessed against each lot or piece of ground chargeable therewith, as a special assessment or lien as provided by law.

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§ 92.12 JURISDICTION.

The ~~Mayor and Code Enforcement Official, or his/her designated representative(s), Chief of Police~~ are directed to enforce this City Code against all nuisances. The jurisdiction ~~of the Mayor, Code Enforcement Official Chief of Police~~ and Court shall extend to, and the territorial application of this chapter shall include, all territory adjacent to the limits of the City within two miles thereof and all territory within the corporate limits. This jurisdiction shall also extend to all additional areas that are subject to, and in accordance with, any relevant Interlocal Agreement which has been or may be entered into by the City from time to time.

HEALTH AND SANITATION

§ 92.25 OFFENSIVE BUILDINGS.

It shall be unlawful to erect, use, keep or maintain any stable for the boarding or lodging of any animal, either privately or for hire, or to erect, use, keep or maintain any other building, structure or other place for the exercise of any trade, employment, manufacture or other business, which, by occasioning noxious exhalations or offensive smells, becomes injurious and dangerous to the health, comfort or property of individuals or the public. Any person maintaining such a nuisance, or permitting it to exist upon property owned or controlled by that person, and failing or refusing to abate it within 24 hours after being notified to do so by a ~~Code Enforcement Official, or his/her designated representative(s), Police Officer or Community Service Technician~~, shall be deemed guilty of a misdemeanor. Each 24-hour period thereafter during which the nuisance remains unabated shall be deemed an additional offense.

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§ 92.26 UNSAFE BUILDINGS.

(A) The term *UNSAFE BUILDING*, as used in this section, is hereby defined to mean and include any building, shed, fence or other man-made structure which, after inspection by the City Building Inspector or City Engineer, meets the following conditions:

- (1) Is dangerous to the public health because of its condition and which may cause or aid in the spread of disease or injury to the health of the occupants of it or neighboring structures;
- (2) Because of faulty construction, age, lack of proper repair or any other cause is especially liable to fire and constitutes or creates a fire hazard; or

(3) By reason of faulty construction or any other cause is liable to cause injury or damage by the collapse or fall of all or any part of the structure. Any such unsafe building in the City, as determined by the City Building Inspector or City Engineer, is hereby declared to be a nuisance.

(B) It shall be unlawful to maintain or permit the existence of any unsafe building in the City and it shall be unlawful for the owner, occupant, tenant, lessee, agent or person in custody of the building to permit the same to remain in an unsafe condition or to occupy the building or permit it to be occupied, while it is in an unsafe condition.

(C) In case the owner of any building or structure shall fail, neglect or refuse to comply with the notice given by any Code Enforcement Official, or his/her designated representative(s), ~~Police Officer or Community Service Technician~~ to repair, rehabilitate or demolish and remove a building or structure which is unsafe and a public nuisance, the Code Enforcement Official, or his/her designated representative(s), ~~Police Officer or Community Service Technician~~ shall follow the abatement process as described in § 92.09.

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§ 92.27 SLAUGHTERHOUSES.

It shall be unlawful for any person to erect, use, keep or maintain any slaughterhouse, slaughter yard or other place for the killing of animals within the corporate limits in such manner as to render it offensive or injurious to the health or property of any individual. Any person erecting, using, keeping or maintaining the slaughterhouse, yard or other place of killing of animals or who neglects or refuses to abate the nuisance thereof within a 24-hour period after being notified to do so by a Code Enforcement Official, or his/her designated representative(s), ~~Police Officer or Community Service Technician~~, shall be deemed guilty of maintaining a nuisance. Each 24-hour period the person continues to maintain the nuisance after being notified by the Code Enforcement Official, or his/her designated representative(s), ~~Police Officer or Community Service Technician~~ to abate the nuisance, shall be and constitute an additional offense. Any person slaughtering any animal within the corporate limits in violation of the terms hereof, shall be deemed guilty of a misdemeanor and the slaughtering of each animal within the corporate limits in violation of the terms hereof, shall be deemed guilty of a misdemeanor. The slaughtering of each animal shall be and constitute a separate offense.

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§ 92.28 DUMPING OF WASTE.

It shall be unlawful to intentionally, knowingly or recklessly dump, place, pour or otherwise dispose of oil directly into or upon the ground, dirt, streets or sewers within the corporate limits of the City. Violators shall be subject to the penalties

and provisions as contained in the balance of this chapter including, but not limited to § 92.09 regarding abatement procedure.

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§ 92.29 REFUSE IN BUILDINGS; STAGNANT WATER; TIME LIMIT.

(A) No person shall permit or suffer to be in or accumulate in or upon any yard, lot, place or premises, upon any street or sidewalk adjacent to or abutting upon any lot, block, place or premises or in any building or shed owned or occupied by that person within the City limits any stagnant water or impure water, refuse, vegetable decay or decaying substance, garbage or filth of any kind, nor suffer the yard, lot, place, building or premises to be or to remain in such condition as to cause or create a nuisance or offensive smell or to pollute or render unhealthful the atmosphere or the premises or thereby to be, become, cause or create a public nuisance.

(B) Any person as described in division (A) of this section, shall clean up the premises and abate the nuisance within 48 hours after having received notice of the condition from the Code Enforcement Official, or his/her designated representative(s)~~a Police Officer or Community Service Technician.~~

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§ 92.30 REMOVAL OF SNOW AND ICE REQUIRED.

(A) (1) It shall be unlawful for the owner or occupant of any lot to permit snow, ice or hard-packed snow to accumulate or remain on the sidewalk contiguous thereto. The sidewalks shall be cleaned within 24 hours after the cessation of any storm or fall of snow.

(2) It is hereby declared to be the duty of the Code Enforcement Official, or his/her designated representative(s), ~~Police Department~~ whenever any violation of this section shall come to its knowledge, to forthwith notify the person committing or permitting such acts or conditions prohibited by this section to at once abate the violation and if the person does not immediately abate the violation and remove the snow, ice or hard-packed snow within three hours of the notice, the Code Enforcement Official or his/her designated representative(s), ~~may Police Department shall thereupon~~ issue a citation/code violation notice, and ~~if later prosecuted and~~ if convicted, the violators shall be fined as provided in § 92.99. In addition thereto, if the owner or occupant fails to remove the snow, ice or hard-packed snow within 24 hours of the notice of violation, the Code Enforcement Official, or his/her designated representative(s), Chief of Police, or designee or other duly designated officer of the City shall cause the removal of the snow, ice or hard-packed snow and shall prepare a statement of costs incurred in the removal thereof, and will assess the cost thereof against the property and pursue any other remedies available. The City will charge a removal fee as set by resolution.

(3) Any person violating the terms of this section may be subject and liable to any harm caused by any individual using the public ways and slipping and falling on the ice, snow or hard-packed snow.

(B) No person shall deposit, throw, blow or otherwise dispose of any snow, ice or hard-packed snow on any public property, street, alley or other public way, except for the sidewalks in the downtown area, as defined in the Snow and Ice Control Policy, which snow shall be returned to the curb line dividing the streets and sidewalks in the designated area.

WEEDS, GRASSES, AND WORTHLESS VEGETATION

§ 92.40 DEFINITION.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

~~**NOXIOUS WEEDS.** Includes, but not limited to the following: Canada thistle (Cirsium arvense), leafy spurge (Euphorbia esula), nodding or musk thistle (Carduus nutans), plumless thistle (Carduus acanthoides), spoiled knapweed (Centaurea maculosa), diffuse knapweed (Centaurea diffusa), bindweed (Convolvulus arvensis), hoary cress (Cardia draba), Russian knapweed (Centaurea repens), Johnson grass (Sorghum halepense), Scotch thistle (Onopordum acanthium), morning glory (Ipomoea purpurea) when found in field crop seeds, skeletonleaf bursage (Ambrosia discolor), woolyleaf bursage (Ambrosia tomentosa), serrated tussock (Nassella trichotoma), ~~and~~ puncturevine (Tribulus terrestris), perennial peppergrass (Lepidium draba), quack grass (Agropyron repens), perennial sow thistle (Sonchus arvensis), horse nettle (Solanum carolinense), bull thistle (Cirsium lanceolatum), buckthorn (Rhamnus sp.) (tourm), hemp plant (Cannabis sativa), and ragweed (Ambrociaceae).~~

~~**WEEDS.**~~

~~(1) Weeds and indigenous grasses on or about residential property which, because of their height, have a blighting influence on the neighborhood. Any such weeds and indigenous grasses shall be presumed to be blighting if they exceed 12 inches in height;~~

~~(2) Weeds and indigenous grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property; or~~

~~(3) Weeds and indigenous grasses which are located in an area which harbors rats, insects, animals, reptiles or any other creature which either may or does constitute a menace to health, public safety or welfare.~~

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§ 92.41 DECLARATION OF NUISANCE.

It shall be unlawful for any owner, agent, lessee, tenant, or other person occupying or having charge or control of any premises to permit weeds, grasses, and/or worthless vegetation to remain upon the premises ~~or and upon~~ any area between the property lines of the premises and the center line of any adjacent street, alley, sidewalk, easement, right-of-way, and all other areas, public or private. All weeds, grasses, and worthless vegetation are subject to abatement and the owner or occupant of any lot or piece of ground subject to the City's jurisdiction is hereby required to keep the lots and pieces of ground and the adjoining streets and alleys free of any:

- (1) Weeds (including but not limited to noxious weeds), indigenous grasses, and/or worthless vegetation on or about residential property which, because of their height, have a blighting influence on the neighborhood. Any such weeds and indigenous grasses shall be presumed to be blighting if they exceed 12 inches in height;
- (2) Weeds (including but not limited to noxious weeds), indigenous grasses, and/or worthless vegetation which may attain such large growth as to become, when dry, a fire menace to adjacent improved property; or
- (3) Weeds (including but not limited to noxious weeds), indigenous grasses, and/or worthless vegetation which are located in an area which harbors rats, insects, animals, reptiles or any other creature which either may or does constitute a menace to health, public safety or welfare.

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§ 92.42 NOTICE TO REMOVE.

(A) The Code Enforcement Official or his/her designated representative(s)~~Chief of Police, or the Chief's designated representative~~, shall be charged with the administration and enforcement of this subchapter. The Code Enforcement Official or his/her designated representative(s)~~Chief of Police, or the Chief's designated representative~~, shall notify in writing, the owner, occupant, or agent in charge of any premises in the City upon which weeds exist in violation of this subchapter, by certified, return receipt requested mail or by personal service, once per calendar year. Whenever there is personal service of the notice, a copy of the notice shall also be mailed by certified, return receipt requested mail to the owner. If notice by personal service or certified mail is unsuccessful, notice shall be given by either publication in a newspaper of general circulation in the city or by posting the notice on the lot or ground upon which the nuisance is to be abated and removed.

(B) The notice shall include the following:

- (1) The owner, occupant, or agent in charge of the property is in violation of this subchapter.

(2) The owner, occupant, or agent in charge of the property is ordered to cut the weeds within ten days from mailing or personal service of notice.

(3) The owner, occupant, or agent in charge of the property may in writing file a request of the office of the City Clerk request a hearing before the City Administrator within three-ten days after receipt of the date of the notice. If a hearing is properly requested, then:

(i) The hearing on the appeal shall be held within fourteen days after the filing of the appeal, and

~~(i)~~ (ii) Within five business days after conclusion of the hearing, the City Administrator shall render his/her decision.

(4) If within ten days after receipt of the notice the owner, occupant, or agent in charge of the property does not request a hearing or does not cut the weeds, the City or its authorized agent will cut the weeds and assess the cost of the cutting, including a reasonable administrative fee, against the owner, occupant, or agent, in charge of the property. Charges for weed cutting when done by the City through its agent ~~or~~ otherwise ~~shall be as-~~ set by resolution.

(5) The owner, occupant, or agent in charge of the property will be given an opportunity to pay the charges as described above and, if not paid, the charges will be added to the property tax as a special assessment, or shall be filed with the Register of Deeds Office as a lien against the property.

(6) Only one notice of violation needs to be given as described above during the calendar year.

(7) The Code Enforcement Official or his/her designated representative(s)~~Chief of Police or a Community Service Technician~~ should be contacted if there are any questions regarding the order.

~~(C) If there is a change in the record owner of title to the property subsequent to the giving of notice pursuant to this section, the City may not recover any costs or levy an assessment for the costs incurred by the cutting or destruction of weeds of such property in accordance with this subchapter unless the new record owner of title to such property is provided notice as required by this section.~~

~~(D) Service on nonresidents or absentee owners shall be made by posting a copy of the notice of abatement letter on the property involved and publishing a legal notice in the local newspaper no longer than ten days nor less than one day prior to the proposed date of abatement.~~

~~(E) Absentee land owners, to include firms, corporations or businesses, are required to designate to the Code Enforcement Official, or his/her designated representative(s), Police Department a curator to facilitate enforcement of nuisance violations.~~

§ 92.43 ASSESSMENT OF COSTS.

(A) Upon ~~the~~ expiration of ~~ten days after mailing or personally serving the notice~~ the time frames required by § 92.42, and in the event that the owner, occupant, or agent in charge of the premises shall neglect or fail to comply with requirements of this subchapter, Code Enforcement Official, or his/her designated representative(s)~~the Chief of Police, or the Chief's designated representative~~, shall cause to be cut, destroyed, and/or removed, all such weeds and abate the nuisance created thereby at any time during the current calendar year.

(B) The Code Enforcement Official, or his/her designated representative(s)~~Chief of Police, or the Chief's designated representative~~, shall give notice to the owner, occupant, or agent in charge of the premises by certified, return receipt requested mail or personal service of the cost of abatement of the nuisance. The notice shall state that payment of the costs is due and payable within 30 days two months upon following mailing or personally serving the notice~~completion of the work done or 30 days after receipt of the notice, whichever is longer~~.

(C) If the costs of removal or abatement remain unpaid after 30 days following~~within the timeframe set forth in paragraph B of this Code Section~~ service of notice, then a record of the costs of cutting and destruction and/or removal shall be certified to the City. Any and all costs incurred by the City in the abatement of a weed violation under the provisions of this section shall be assessed against each lot or piece of ground chargeable therewith, as a special assessment or lien as provided by law.

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§ 92.44 EMPTY LOTS; AGRICULTURE.

Any owner or occupant of an empty lot within the City limits wishing to grow vegetables or planted alfalfa or any owner or occupant of any empty lot being leased out for the purpose of growing vegetables or planted alfalfa must keep all weeds from the lot in accordance with this subchapter. The growth of agricultural products upon the empty lots does not exempt the owner/occupant from removal of the noxious weeds listed within § 92.40. Empty lots within the City limits may not be used for the growing of hay.

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§ 92.45 WEED REMOVAL.

In accordance with the Nebraska State Statutes, as amended, Code Enforcement Official or his/her designated representative(s)~~the Chief of Police and the Chief's designated representatives~~, employees, contracting agents or other representatives are hereby authorized to cut, destroy, and/or remove such weeds in a manner not inconsistent with this subchapter. If a locked fence gate prevents access, an administrative search warrant shall be obtained from the County Court.

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§ 92.46 NOXIOUS WEEDS.

Nothing in this subchapter shall affect or impair the rights of the City under the provisions of the Nebraska Seed Law (as found in Neb. Rev. Stat. § 81-2,147 et seq., and may be amended), relative to the control and eradication of certain noxious weeds.

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§ 92.99 PENALTY.

(A) Whoever violates any provision of this chapter for which no specific penalty is provided shall be punished as set forth in § 10.99.

(B) There shall be an administrative penalty assessed for each day a nuisance condition continues to exist pursuant to §§ 92.01 through 92.12 and §§ 92.25 through 92.44 after expiration of the ten calendar days allowed for abatement of the nuisance. The administrative penalty shall be in the amount of \$50 per day and shall in no event exceed ten days. The calendar days shall be calculated based upon the date of the violation notice.

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Section 2. This ordinance shall repeal all ordinances or portions thereof and conflict herewith.

Section 3. 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 Neb. Rev. Stat. § 16-405 with distribution to be made by making copies available to the public upon request at the City office.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

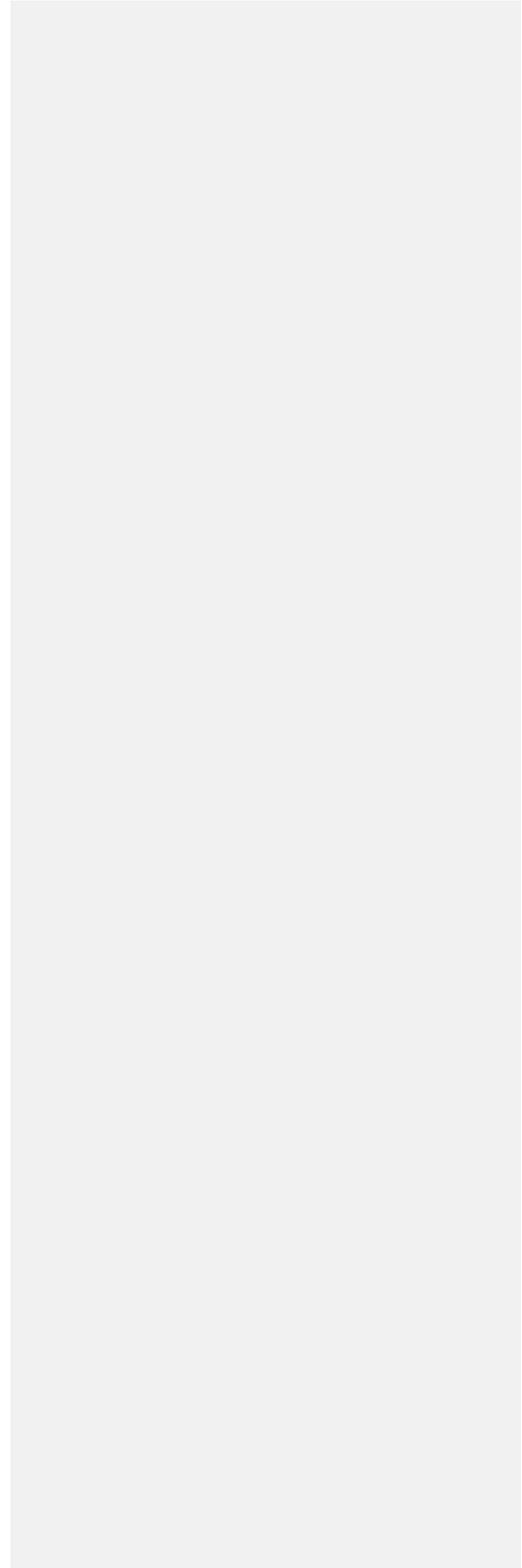
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



17. ORDINANCES ON THIRD READING - None

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

19. UNFINISHED BUSINESS - None

20. ADJOURNMENT