

City Council Regular Meeting  
Monday, November 20, 2023 6:00 PM  
Columbus Community Building/Community Room  
2500 14 Street  
Columbus, NE 68601

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

{{Name: Agenda Item Name}}

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

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**NEBRASKA OPEN MEETINGS ACT**

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

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

**Source:** Laws 2004, LB 821, § 34.

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

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

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

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

**Annotations**

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

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

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

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

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

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

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

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

**Operative Date: July 21, 2022**

**Annotations**

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

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

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

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

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

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

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

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

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

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

**Annotations**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Cross References**

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

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

#### **Annotations**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Annotations**

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

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

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

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

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

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

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

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

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

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

**Effective Date: July 21, 2022**

**Annotations**

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

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

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

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

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

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

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

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

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

**Annotations**

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

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

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

Date: July 2022

**2. PRAYER**

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

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

4.A. Minutes of November 6, 2023, City Council meeting.

PROCEEDINGS OF CITY COUNCIL  
November 6, 2023

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on November 6, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14th Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on November 1, 2023, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgment of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Hope Freshour, Troy Hiemer, Rich Jablonski, Kat Lopez, and Prent Roth. Council Member Ron Schilling was absent and excused. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Engineer Rick Bogus, Police Captain Doug Molczyk, Public Works Director Chuck Sliva, Public Property Director Doug Moore, Fire Chief Ryan Gray, Communications Manager Matt Lindberg, and Assistant City Clerk Kelli Keyes.
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 Lopez. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
  - 4.A. **Minutes of October 16, 2023, City Council meeting.**
  - 4.B. **Payroll and bills on file.** B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grants; I=Insurance; L=License; M=Membership; P=Payment; R=Refund; S=Service & Supplies; T=Training; 11/10/23 payroll \$776,025.19; A&D Tech 93.97 S; A to Z Messaging 125.00 S; Ace 910.82 S;

PROCEEDINGS OF CITY COUNCIL

November 6, 2023

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Ace Oversize Strg 9,571.98 B; Advance Auto 38.88 S; Ag Spray 57.50 S; Alabama Fire College 510.00 T; All Star Auto 29.95 S; American Legion 950.00 S; AOI 1,305.83 CP; Arnold Motor 1,651.69 S; AWWA 2,181.00 M; Barcel Mill 300.00 S; B-D 66.02 R; Benes 150.01 S; BlackStone Pub 673.20 S; Bomgaars 861.32 S; Bound Tree Med 4,172.00 S; BS&A Sftwr 426.00 S; Busch Eq 1,542.00 S; Capital Business 116.79 S; Capital 1–Walmart 485.57 S; Casey’s Mail Srv 843.86 S; Cntr for Muni Sol 1,970.52 S; Cntr Pnt LP 188.16 S; CCC 19.00 T; Cntrl Valley Ag 307.40 S; Chase Adkisson 995.00 T; City of Col 8,304.61 S; Club Prophet 1,779.00 S; CCH 2,508.33 S; Col Custom Emb 171.00 S; Col Screen Prntg 560.00 S; Consol Mngt 630.25 T; Core & Main 47.32 S; Cornhusker Marriott 770.00 S; Danko 43.77 S; DAS St Acc 1,663.99 S; Digital-Ally 42,456.00 S; Eakes 4,364.31 S; Electrical Eng 250.11 S; Electronic Eng 1,675.94 S; J Endorf 15,000.00 G; Fairfield Inn 329.85 T; Frst Impress 670.00 S; Frst Ntn’l Bnk 40.20 S; Fisher Sci 527.89 S; Fntn People 845.00 S; Full Throttle 110.36 S; Gale 1,323.88 S; Galls 1,119.65 S; Gaver Tire 194.49 S; Gehring Const 1,434.85 S; Gene Steffy 147.38 S; Gerhold 3,479.91 S; Godfather’s 121.93 S; Grt Plains Bldg 12.99 S; Grt Plains Comm 1,612.88 S; Hach 1,100.16 S; Hadley-Braithwait 253.30 S; R Hamling 22.76 R; Hawkins 6,194.67 S; HDR Eng 12,551.01 CP; Hrtlnd Office Clnrs 500.00 S; Holiday Inn 336.00 T; Hmtwn Leasing 175.00 S; Huffman Eng 4,551.05 S; Imagetrend 7,617.41 S; IMS 40.65 S; Ingram Libry 170.04 S; JP Cooke 284.95 S; Jackson Serv 2,708.06 S; H Janssen 50.00 S; JEO 38,297.00 S,CP; Kelly Sup 917.30 S; Kings III 270.00 S; J Kline 95.63 T; KOLN 1,995.00 S; J Krepel 39.76 S; K-T Htg & Air 749.70 S; Lakeview Sm Eng 236.24 S; P Laska 63.80 T; Lawson 95.68 S; Lincoln Jrnl Str 1,643.46 S; Lincoln Winwater Wks 5,626.49 S; Macqueen Eq 1,423.63 S; Magnet Forensics 4,345.00 S; C McMaster 19.44 S; Mellen & Assoc 2,596.73 S; Menards 2,062.61 S; Mid-American Rsrch 81.00 S; MidIA 3,002.37 S; Mid St Engrg & Test 746.00 CP; MidW Petrol 11,108.22 CP; MidW Serv 125.00 S; MidW Tape 149.92 S; Moms & Mops 320.00 S; Motion Industries 674.85 S; Muni Pipe Tool 475.98 S; Napa 287.05 S; NE Law Enforc 350.00 T; NE Pub Health 921.00 S; NE UC Fund 981.00 S; Newman Signs 1,860.16 S; Newsbank 2,139.00 S; NE NE Econ 42.50 S; NW Electric 213.81 S; Occup Hlth 448.00 S; O’Reilly 459.84 S; Overdrive 7,000.00 S; Pacific Wndw Tnt 140.00 S; E Paprocki 59.28 T; Pete Lien & Sons 6,934.45 S; Petty Cash 310.95 S; Pomp’s Tire 741.11 S; Port-A-Johns 450.00 S; Pwr Tech 1,431.58 S; Prestox 122.04 S; Quadient 1,154.85 S; Reardon 47.25 S; Rembolt Ludtke 3,330.00 S; RFCC 500.00 S; Rvr Valley Tire Srv 233.00 S; Rvrsd Port 95.00 T; Rutt’s 150.00 S; Schemmer 17,375.08 CP; Schieffer Signs 638.00 S; School of EMS 20,266.91 T; G Sealock 250.00 S; Security Eq 84.50 CP; Serc 46.07 R; Srvcmstr 13,433.00 S; Sherwin-Williams 21.31 S; Shevlin 316.50 S; Sirius 15,842.50 S,CP; C Sliva 163.50 T; Stanley Petrol 2,582.95 S; St of NE Rev 53,970.67 S; Stryker 477.56 S; Super Svr 54.53 S; Teleflex 1,120.18 S; The Home Depot 619.20 S; Tire Outlet 1,557.78 S; TK Elevator 421.25 S; Too Fast 118.69 S; Tooley Drug 144.08 S; Trck Cntr 3,528.98 S; USDA Aphis 1,092.11 S; Value Line Pub 3,410.00 S; Van Wall Eq 946.38 S; Verizon 840.21 S; Wahltek 2,974.13 S; Wtrprk Spec 10,329.00 S; Wellness Prtnrs 10.00 S;

Wilke 239.95 S; Wunderlich's 4,485.00 S; Zegers 337.67 S; R Ziembra 50.00  
R. TOTAL \$1,200,629.98.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:**
  - 6.A. **Request of Extra Mile America Foundation for proclamation declaring November 1, 2023, as Extra Mile Day.** Bulkley proclaimed November 1, 2023, as Extra Mile Day.
7. **PUBLIC HEARINGS:** None
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:**
  - 9.A. **Update on Nebraska Department of Transportation 23rd Street Reconstruction Project.** Bogus explained that the 23rd Street reconstruction project is on schedule with intersections opening soon.
10. **REPORTS OF COUNCIL COMMITTEES:** None
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
  - 13.A. **League of Association of Risk Management's election of Mayor James Bulkley to their board of directors for three-year term effective January 1, 2024.** The League of Association of Risk Management's election of Mayor James Bulkley as a member of the Board of Directors was approved with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
  - 13.B. **Appointment of Theodore "Ted" Vaughn and Calvin Novak as firefighters/EMTs/paramedics/hazmat techs.** Augustine-Schulte read brief resumes and the mayor's appointments of Theodore "Ted" Vaughn and Calvin Novak as firefighters/EMTs/paramedics/hazmat techs were ratified with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent. Novak and Vaughn stated that they look forward to continuing their education and serving the City of Columbus.

- 13.C. Strategic Plan for Fiscal Year 2023-2024 through 2027-2028 for fire department.** Gray thanked the members of the Strategic Planning Committee and outlined the fire department's goals and objectives over the next five fiscal years. The strategic plan for the fire department was approved with a motion by Augustine-Schulte and a second by Lopez. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.D. Quote from Sirius Computer Solutions LLC in the amount of \$23,948.11 for renewal of software maintenance agreement.** The quote from Sirius Computer Solutions LLC for renewal of the maintenance agreement was accepted with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.E. Quote from Danko Emergency Equipment in the amount of \$104,000 for 25 sets of turnout gear for fire department.** The quote from Danko Emergency Equipment for turnout gear was accepted with a motion by Jablonski and a second by Bahr. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.F. Quote from Great Plains Uniforms LLC in the amount of \$11,847.50 for uniforms for fire department.** The quote from Great Plains Uniforms LLC for uniforms was accepted with a motion by Lopez and a second by Freshour. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.G. Quote from Danko Emergency Equipment in the amount of \$16,200 for 40 pairs of boots for fire department.** Gray explained that 20 pairs of boots will be for technical rescue and the other 20 will replace outdated ones. The quote from Danko Emergency Equipment for boots was accepted with a motion by Roth and a second by Freshour. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.H. Quote from Motoplex of Norfolk in the amount of \$29,633 for UTV with snow blade for airport.** The quote from Motoplex of Norfolk for a UTV was accepted with a motion by Jablonski and a second by Hiemer. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.I. Quote from EleMech, Inc. in the amount of \$34,455 for bulk water fill station for water department.** Sliva explained the need for a more accurate system at the central maintenance facility and said a card reader will replace the honor system. The quote from EleMech, Inc. for a bulk water fill station was

accepted with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

- 13.J. Quote from Master Tech Truck and Equipment in the amount of \$13,198 for reversible snowplow for street department.** Sliva explained that a reversible snowplow is a two-way plow that can efficiently move snow to either side of the road. The quote from Master Tech Truck and Equipment for a snowplow was accepted with a motion by Augustine-Schulte and a second by Lopez. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.K. Quote from Custom Body Company in the amount of \$59,900 for used 2013 bucket truck for street department.** The quote from Custom Body Company for a used bucket truck was accepted with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.L. Quote from Midwest Petroleum Equipment in the amount of \$28,985 for state mandated upgrades to gas pumps located at park maintenance facility.** Moore explained that the state fire marshal's required upgrades are due to rusted tanks, broken concrete, and outdated hoses, nozzles, and shut off systems. The quote from Midwest Petroleum Equipment for state mandated upgrades to gas pumps was accepted with a motion by Bahr and a second by Lopez. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.M. Quote from Gene Steffy Ford LLC in the amount of \$21,207 with \$4,000 trade-in value for a total of \$17,207 for a vehicle for police department.** Molczyk explained the need to replace the older vehicle due to high mileage and excessive maintenance costs. The quote from Gene Steffy Ford LLC for a vehicle was accepted with a motion by Lopez and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.N. Quote for laptops for city council and committee meetings.** Various quotes for laptops were presented and the quote from Provantage in the amount of \$11,506 for laptops was accepted with a motion by Augustine-Schulte and a second by Freshour. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.O. Comments from mayor and city council members.** Augustine-Schulte announced her resignation from the city council effective after the November 20th meeting due to her upcoming move outside of First Ward. She said it has been an honor to serve and she is grateful to have had the opportunity. Bulkley

wished her well and said she will be missed.

**14. RESOLUTIONS:**

**14.A. Resolution No. R23-142 approving agreement with Board of Regents of the University of Nebraska, on behalf of University of Nebraska Medical Center, for forensic and crime lab testing services.** Molczyk explained that the police department uses this service for marijuana testing quite often. Resolution No. R23-142 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGREEMENT WITH THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, ON BEHALF OF THE UNIVERSITY OF NEBRASKA MEDICAL CENTER (UNMC), FOR FORENSIC AND CRIME LAB TESTING SERVICES, 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 was adopted with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

**14.B. Resolution No. R23-143 approving re-signing and buyout agreement with police officer candidate Brittany D. Warren.** Molczyk explained the terms of the agreement. Resolution No. R23-143 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGREEMENT WITH POLICE OFFICER CANDIDATE BRITTANY D. WARREN REGARDING RE-SIGNING BONUS AND BUYOUT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Jablonski and a second by Hiemer. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent. Police officer candidate Brittany Warren stated that she is excited to serve the citizens of Columbus.

**14.C. Resolution No. R23-144 approving Memorandum of Understanding with Polk County, Nebraska, for K-9 unit assistance.** Resolution No. R23-144 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE MEMORANDUM OF UNDERSTANDING WITH POLK COUNTY FOR COLUMBUS K-9 UNIT DEPLOYMENT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Hiemer and a second by Bahr. Augustine-Schulte,

Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

- 14.D. Resolution No. R23-145 awarding bid to Sta-Bilt Construction Company in the amount of \$69,811.47 for Armor Coat Surfacing Improvements 2024 (Gerrard Park and Centennial Park parking lots).** Resolution No. R23-145 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO STA-BILT CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$69,811.47 FOR ARMOR COAT SURFACING IMPROVEMENTS 2024, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 14.E. Resolution No. R23-146 approving agreement with Columbus Volunteer Fire Department Legacy to transfer ownership of two antique fire trucks.** Gray explained the benefits of transferring ownership of two antique fire trucks to the organization, Columbus Volunteer Fire Department Legacy. Derek Gassmann, president of the organization, said the trucks will be housed in the Columbus Area Antique Fire Apparatus Museum and eventually moved to the Kearney museum. He thanked the mayor, city attorney, and fire chief for their work on this agreement. Resolution No. R23-146 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE ANTIQUE FIRE APPARATUS TRANSFER AGREEMENT WITH THE COLUMBUS VOLUNTEER FIRE DEPARTMENT LEGACY, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Roth and a second by Hiemer. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 14.F. Resolution No. R23-147 approving interlocal cooperation agreement with Duncan Rural Fire District for providing emergency medical services.** Bulkley explained that this six-month agreement can be extended for up to an additional six consecutive one-month periods upon written notice. Resolution No. R23-147 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE INTERLOCAL COOPERATION AGREEMENT WITH DUNCAN RURAL FIRE DISTRICT FOR PROVIDING EMERGENCY MEDICAL SERVICES, CONTINGENT UPON THE DUNCAN RURAL FIRE DISTRICT'S APPROVAL OF THE SAME, 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 was adopted with a motion by Lopez and a second by Bahr. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

**14.G. Resolution No. R23-148 approving interlocal cooperation agreement with Columbus Rural Fire District for providing emergency medical services.**

Resolution No. R23-148 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE INTERLOCAL COOPERATION AGREEMENT FOR PROVIDING EMERGENCY MEDICAL SERVICES TO THE COLUMBUS RURAL FIRE DISTRICT, CONTINGENT UPON THE COLUMBUS RURAL FIRE DISTRICT'S APPROVAL OF THE SAME, 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 was adopted with a motion by Freshour and a second by Bahr. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

**14.H. Resolution No. R23-149 approving collective bargaining agreement with International Association of Firefighters Local No. 1575 effective October 1, 2023, through September 30, 2027.**

Resolution No. R23-149 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 1575, EFFECTIVE OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2027, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH was adopted with a motion by Jablonski and a second by Hiemer. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

**14.I. Resolution No. R23-150 approving loan agreement with Granville Custom Homes, Inc. in the amount of \$1,200,000 for workforce housing development using economic development plan funds, as recommended by the Citizens Advisory Review Committee.**

Vasicek verified that \$750,000 would remain in the fund after the loan is granted and this loan amount is only a portion of the funding for the 27-unit housing project. In response to Bret Kumpf, 3930 48th Avenue, Vasicek explained the loan process. Resolution No. R23-150 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A LOAN AGREEMENT WITH GRANVILLE CUSTOM HOMES, INC. IN THE AMOUNT OF \$1,200,000 FOR WORKFORCE HOUSING DEVELOPMENT, USING ECONOMIC

DEVELOPMENT PLAN FUNDS, AS RECOMMENDED BY THE CITIZENS ADVISORY REVIEW COMMITTEE, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HERewith was adopted with a motion by Hiemer and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

**15. ORDINANCES ON FIRST READING:**

- 15.A. Ordinance No. 23-19 amending Ordinance No. 23-12 that approved special use permit for resource extraction to correct legal description.** On its first reading, Ordinance No. 23-19 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND ORDINANCE NO. 23-12 IN ORDER TO CORRECT THE LEGAL DESCRIPTION OF THE REAL ESTATE SET FORTH THEREIN. THE CORRECTED LEGAL DESCRIPTION SHALL BE AMENDED TO READ AS FOLLOWS: A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP SEVENTEEN (17) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, AND LOTS THREE (3) AND SIX (6) OF SECTION TWENTY-THREE (23), TOWNSHIP SEVENTEEN (17) NORTH, RANGE ONE (1) WEST, EXCEPTING THEREFROM THE RIGHT OF WAY OF U.P.R.R. CO., EXCEPTING THAT PART OF LOT SIX (6) LYING SOUTH OF SAID RIGHT OF WAY, ALSO EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 100' NORTH OF AND AT RIGHT ANGLES TO THE CENTER LINE OF THE MAIN TRACK OF THE U.P.R.R. CO., AT A POINT 1521' EAST OF THE WEST LINE OF SAID SECTION TWENTY-THREE (23), WHEN MEASURED ALONG THE CENTER LINE OF SAID MAIN TRACK, THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 2000' MORE OR LESS TO THE WEST BANK OF THE LOUP RIVER, THENCE SOUTHERLY ALONG SAID WEST BANK OF THE LOUP RIVER TO THE NORTH LINE OF THE RIGHT OF WAY OF THE U.P.R.R. CO., SAID POINT BEING 100' NORTH OF AND AT RIGHT ANGLES TO THE CENTER LINE OF SAID MAIN TRACK, THENCE WESTERLY ALONG THE NORTH LINE OF SAID RIGHT OF WAY 780' MORE OR LESS TO THE PLACE OF BEGINNING, PLUS ALL ACCRETIONS THERETO, AND LESS EROSIONS THEREFROM; AND THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER (E1/2 NW1/4) OF SECTION TWENTY-SEVEN (27) LYING NORTH AND WEST OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY, AND THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2 SW1/4) OF SECTION TWENTY-TWO (22), AND THE EAST HALF (E1/2) OF LOT THREE (3) IN THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-TWO (22), ALL IN TOWNSHIP SEVENTEEN (17) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., PLATTE COUNTY,

NEBRASKA, INCLUDING ALL ACCRETIONS THERETO, MORE OR LESS (7014 8 ST), SUBJECT TO COUNTY ROADS AND RIGHT OF WAYS OF RECORD; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Hiermer and a second by Bahr. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent. Ordinance 23-19 was adopted with a motion by Hiemer and a second by Bahr. Augustine-Schulte, Bahr, Freshour, Hiemer, Jablonski, Lopez, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

**16. ORDINANCES ON SECOND READING:**

**16.A. Ordinance No. 23-18 amending city code to update dangerous dog appeal process.** On its second reading, Ordinance No. 23-18 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 90.034 OF CHAPTER 90 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO UPDATE THE DANGEROUS DOGS REVIEW PROCESS; 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.

**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 6:57 p.m.

Presented and approved this 20th day of November 2023.

OFFICE OF THE CITY CLERK  
: Janelle Kline

4.B. Reappointment of Robert Cruise to Board of Airport Commissioners for three-year term.



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

## MEMORANDUM

**DATE:** November 6, 2023  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Reappointment

With your permission, I wish to submit the following names to you for reappointment at the November 20, 2023, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

### COLUMBUS BOARD OF AIRPORT COMMISSIONERS

Three Year Term  
Robert Cruise

  
James B. Bulkley, Mayor

4.C. Resolution No. R23-151 approving year-end certification to the Nebraska Department of Transportation of Richard J. Bogus as street superintendent for January 1, 2023, through December 31, 2023.

**RESOLUTION NO. R23-151**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE YEAR-END CERTIFICATION TO THE NEBRASKA DEPARTMENT OF TRANSPORTATION OF RICHARD J. BOGUS, CLASS A, LICENSE S-1424, AS CITY STREET SUPERINTENDENT FOR JANUARY 1 THROUGH DECEMBER 31, 2023, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Nebraska Revised Statutes §39-2302 and §39-2511 to §39-2515 details the requirements that must be met in order for a municipality to qualify for an annual incentive payment; and

WHEREAS, the State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify the appointment of the city street superintendent to the NDOT using the Year-End Certification of city street superintendent form; and

WHEREAS, the NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes, showing the appointment of the city street superintendent by their name as it appears on their license (if applicable), their license number (if applicable), and class of license (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

WHEREAS, the NDOT also requires that such Year-End Certification of city street superintendent form shall be signed by the mayor and shall include a copy of the resolution authorizing the signing of the Year-End Certification of city street superintendent form by the mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Year-End Certification to the NDOT of Richard J. Bogus, Class A, License S-1424, as city street superintendent for calendar year 2023, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



City Clerk's Office  
(402) 562-4224  
Email: [cclerk@columbusne.us](mailto:cclerk@columbusne.us)  
[www.columbusne.us](http://www.columbusne.us)

November 20, 2023

Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department. of Transportation  
PO Box 94759  
Lincoln, NE 68509-4759

This is to confirm that Richard J. Bogus served as the City Engineer and City Street Superintendent for the City of Columbus from January 1st through December 31st, 2023.

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

\_\_\_\_\_  
Mayor



**Do not recreate or revise this document.** Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2023.**

## Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2023

*Separate forms may be needed to account for the entire year, see (3) below*

This Form Covers the Following Period: January 01, 2023 to December 31, 2023  
(Month) (Day) (Month) (Day)

\*(1)(a) The municipality of City of Columbus certifies that: Richard J. Bogus  
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)  
was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality       Contract (consultant) with this Municipality       Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply) city engineer  village engineer   
public works director  city manager  city administrator  street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- 1424  
and Class of License A, and/or  
(A or B)

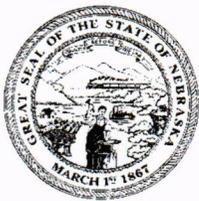
(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- 8255

(2) Signature of Mayor  Village Board Chairperson   
(Check one box)

\*(3) If during the calendar year your municipality (a) **did not have** an appointed City Street Superintendent for any portion(s) of the year; or (b) had **one or more appointed** City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had **one or more appointed licensed** City Street Superintendent(s) for any portion(s) of the year, please **complete** a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent **assisted** with the required duties in (1)(c) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) **Failure to return by December 31, 2023, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.**



**Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2023 to:**

Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation  
PO Box 94759  
Lincoln NE 68509-4759

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

October 28, 2023

**Notice to file the Year-End Certification of City Street Superintendent, Signing Resolution, and Documentation of the Appointment(s) of City Street Superintendent(s) for Calendar Year 2023 with the Nebraska Department of Transportation (NDOT) by December 31, 2023.**

**Please make this an agenda item for your next City Council / Village Board meeting and return to the NDOT by December 31, 2023.**

The attached **YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT** and **SIGNING RESOLUTION**, together with a copy of the **DOCUMENTATION OF THE CITY STREET SUPERINTENDENT(S) APPOINTMENT(S) for CALENDAR YEAR 2023**, is the basis for determining the calendar year 2023 Incentive Payment. **Please complete and return the following to the NDOT by December 31, 2023:**

- **Signing Resolution** (Page 1): The original Signing Resolution, authorizing the signing of the Year-End Certification(s) by the Mayor or the Village Board Chairperson.
- **Year-End Certification of City Street Superintendent** (Page 2): If more than one individual provided street superintending services during Calendar Year 2023, or if the municipality did not have an appointed street superintendent, document each successive appointed city street superintendent and/or period without an appointed city street superintendent using a separate Year-End Certification form. **Copy the form as needed.**
- **Documentation of the City Street Superintendent(s) Appointment(s)** (Page 3): Attach to page 3 a copy of the City Council or Village Board meeting minutes showing the appointment(s) of the City Street Superintendent(s) **for Calendar Year 2023** by their name as it appears on their License (*if applicable*), their License Number (*if applicable*), and Class of License (*if applicable*), and the type of appointment, i.e., employed, contract (consultant or interlocal agreement with another county and/or incorporated municipality), and the **beginning date of the appointment.** **For most municipalities this information may be found in the November or December 2022 or the January 2023 meetings minutes.**

**Failure to complete and return:** If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2023 and the municipality does not complete and return the above documentation to the NDOT **by December 31, 2023, the municipality will not receive an Incentive Payment for Calendar Year 2023.**

**Payment:** If your municipality qualifies, payment will be scheduled for February 2024. Reference Neb. Rev. Stat. §39-2515.

Please let me know if you have any questions.

Sincerely,



LeMoyné D. Schulz  
Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation

Email: [lemoyne.schulz@nebraska.gov](mailto:lemoyne.schulz@nebraska.gov)

Phone: (402) 479-4436

LDS/2023

Attachments (3)

Vicki Kramer, Director

Department of Transportation

MAILING ADDRESS

PO Box 94759

Lincoln, NE 68509-4759

PHYSICAL ADDRESS

1500 Nebraska Parkway

Lincoln, NE 68502

[dot.nebraska.gov](http://dot.nebraska.gov)

**Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2023 here:**

For most municipalities this information may be found in the November or December 2022 or the January 2023 meetings minutes. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds). Call 402-479-4436 if you have any questions about what to submit for documentation.

4.D. Resolution No. R23-152 approving renewal of Maintenance Agreement No. 8 with Nebraska Department of Transportation from January 1, 2024, to December 31, 2024, for maintenance of state highway system in city limits.

**RESOLUTION NO. R23-152**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING MAINTENANCE AGREEMENT NO. 8 WITH NEBRASKA DEPARTMENT OF TRANSPORTATION FOR THE PERIOD JANUARY 1, 2024 TO DECEMBER 31, 2024, SETTING THE MAINTENANCE RESPONSIBILITIES OF THE CITY AND THE STATE REGARDING THOSE PORTIONS OF THE STATE HIGHWAY SYSTEM THAT LEAD INTO AND TRAVEL THROUGH THE CITY OF COLUMBUS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Maintenance Agreement No. 8 with Nebraska Department of Transportation for the period January 1, 2024, to December 31, 2024, setting the maintenance responsibilities of the city and the state regarding those portions of the state highway system which lead into and travel through the city of Columbus, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the city.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**NEBRASKA**

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

# AGREEMENT RENEWAL

Maintenance Agreement No. 8  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Columbus  
Municipal Extensions in Columbus

We hereby agree that Maintenance Agreement No. 8 described above be renewed for the period January 1, 2024 to December 31, 2024.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2022 with Attachments A, B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST: City of Columbus

\_\_\_\_\_  
*City Clerk/Witness*

\_\_\_\_\_  
*Mayor/Designee*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST: State of Nebraska

\_\_\_\_\_  
*District Engineer, Department of Transportation*

# NEBRASKA

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DEPARTMENT OF TRANSPORTATION

Attachment "A"

**MAINTENANCE OPERATION AND RESPONSIBILITY**  
**Municipal extensions and connecting links**  
*(Streets Designated Part of the State Highway System excluding Freeways)*

Maintenance Responsibility  
 Neb. Rev. Stat. § 39-2105

| <u>Maintenance Operation</u><br>Neb. Rev. Stat. § 39-1339                                                                                                                                           | Metropolitan<br>Cities<br>(Omaha) | Primary<br>Cities<br>(Lincoln) | 1 <sup>st</sup> Class<br>Cities | 2 <sup>nd</sup> Class<br>Cities & Villages |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------------------------------|---------------------------------|--------------------------------------------|
| Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.                                                                                    | Department                        | Department                     | Department                      | Department                                 |
| Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.                                                 | City                              | City                           | City                            | City & Village                             |
| Surface maintenance on parking lanes.                                                                                                                                                               | City                              | City                           | City                            | Department                                 |
| Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i> | City                              | City                           | City                            | City & Village                             |
| Mowing of the right-of-way, right-of-way maintenance and snow removal.                                                                                                                              | City                              | City                           | City                            | City & Village                             |
| Bridges from abutment to abutment, except appurtenances.                                                                                                                                            | Department                        | Department                     | Department                      | Department                                 |

Maintenance Responsibility  
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

| <u>Maintenance Operation</u><br>Neb. Rev. Stat. § 39-1339                                                                                      | Metropolitan<br>Cities<br>(Omaha) | Primary<br>Cities<br>(Lincoln) | 1 <sup>st</sup> Class<br>Cities<br>> 40,000 | 1 <sup>st</sup> Class<br>Cities<br>< 40,000 | 2 <sup>nd</sup> Class<br>Cities |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------|
| Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways | City                              | City                           | City                                        | Department                                  | Department                      |
| Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.                      | City                              | City                           | City                                        | City                                        | City & Village                  |
| Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.                   |                                   |                                |                                             |                                             |                                 |
| Procurement, installation and maintenance of guide and route marker signs                                                                      | City                              | City                           | City                                        | Department                                  | Department                      |
| Procurement, installation and maintenance of regulatory and warning signs.                                                                     | City                              | City                           | City                                        | Department                                  | Department                      |



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DEPARTMENT OF TRANSPORTATION

### City Maintenance Agreement

#### Attachment B

City of: Columbus

Date: 1/1/24

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 24.56 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:  
 24.56 lane miles x \$2,100.00 per lane mile = \$51,576.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:  
 \_\_\_\_\_ lane miles x \$ \_\_\_\_\_ per lane mile = \$ \_\_\_\_\_

Other (*Explain*)

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339  
and NEB. REV. STAT. 39-2101

| DESCRIPTION                                               | HWY.<br>NO. | REF. POST |        | LENGTH<br>IN<br>MILES | NUMBER<br>DRIVING<br>LANES | LANE<br>MILES<br>TOTAL | RESPONSIBILITY |      |
|-----------------------------------------------------------|-------------|-----------|--------|-----------------------|----------------------------|------------------------|----------------|------|
|                                                           |             | FROM      | TO     |                       |                            |                        | STATE          | CITY |
| S. Corporate Limits to 16th Ave. (Leave Corporate Limits) | 30          | 377.85    | 380.54 | 2.69                  | 4                          | 10.76                  | 10.76          | 0.00 |
| 10th Ave. Corporate Limits re-enter East Corporate Limits | 30          | 380.79    | 382.54 | 1.75                  | 4                          | 7.00                   | 7.00           | 0.00 |
| Jct. US-30/23rd St. to N.W. Corporate Limits              | 81          | 111.89    | 113.59 | 1.70                  | 4                          | 6.80                   | 6.80           | 0.00 |
| <b>Total Lane Miles</b>                                   |             |           |        | 6.14                  |                            | 24.56                  | 24.56          | 0.00 |

# CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 8 QE 2131 Supp 1  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Columbus  
Municipal Extensions in Columbus

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Kevin G. Domogalla, Department of Transportation, Norfolk, Nebraska.

ATTEST: \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
*Mayor/Designee*

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

\_\_\_\_\_  
*District Engineer, Department of Transportation*

| For Office Use Only |          |
|---------------------|----------|
| Agreement No.:      | _____    |
| Pay/Bill Code:      | _____    |
| Contractor No.:     | _____    |
| Amount:             | \$ _____ |



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DEPARTMENT OF TRANSPORTATION

### City Maintenance Agreement

#### Attachment B

City of: Columbus

Date: 1/1/24

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 24.56 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

24.56 lane miles x \$2,100.00 per lane mile = \$51,576.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

\_\_\_\_\_ lane miles x \$ \_\_\_\_\_ per lane mile = \$ \_\_\_\_\_

Other (*Explain*)

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339  
and NEB. REV. STAT. 39-2101

| DESCRIPTION                                               | HWY.<br>NO. | REF. POST |        | LENGTH<br>IN<br>MILES | NUMBER<br>DRIVING<br>LANES | LANE<br>MILES<br>TOTAL | RESPONSIBILITY |      |
|-----------------------------------------------------------|-------------|-----------|--------|-----------------------|----------------------------|------------------------|----------------|------|
|                                                           |             | FROM      | TO     |                       |                            |                        | STATE          | CITY |
| S. Corporate Limits to 16th Ave. (Leave Corporate Limits) | 30          | 377.85    | 380.54 | 2.69                  | 4                          | 10.76                  | 10.76          | 0.00 |
| 10th Ave. Corporate Limits re-enter East Corporate Limits | 30          | 380.79    | 382.54 | 1.75                  | 4                          | 7.00                   | 7.00           | 0.00 |
| Jct. US-30/23rd St. to N.W. Corporate Limits              | 81          | 111.89    | 113.59 | 1.70                  | 4                          | 6.80                   | 6.80           | 0.00 |
| <b>Total Lane Miles</b>                                   |             |           |        | 6.14                  |                            | 24.56                  | 24.56          | 0.00 |

4.E. Resolution No. R23-153 approving request of Antique Tractor and Gas Engines Show to camp overnight in Pawnee Park, Friday and Saturday, June 7 and 8, 2024. (Board of Parks Commissioners recommends approval.)

**RESOLUTION NO. R23-153**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING USE OF PAWNEE PARK TO CAMP OVERNIGHT ON JUNE 7 AND 8, 2024, FOR ANTIQUE TRACTOR AND GAS ENGINES SHOW.

WHEREAS, the City of Columbus has received a request from Antique Tractor and Gas Engines Show to camp overnight on June 7 and 8, 2024, in Pawnee Park; and

WHEREAS, the Columbus Board of Parks Commissioners have recommended approval of the overnight event as permitted by City Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the request of from Antique Tractor and Gas Engines Show to camp overnight on June 7 and 8, 2024, in Pawnee Park is approved.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

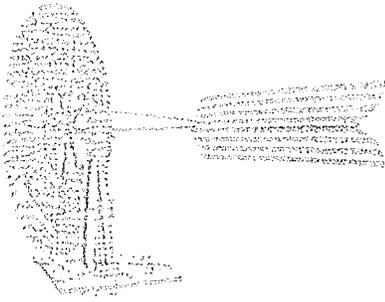
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

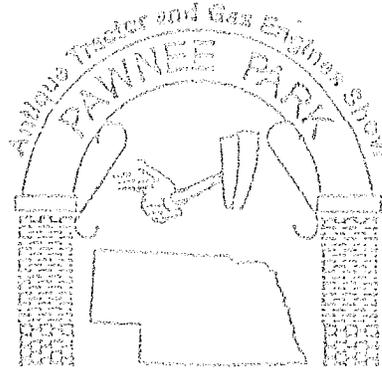
\_\_\_\_\_  
CITY ATTORNEY

# ANNUAL

Belgian Windmill Type "T"



Restored by Louise and Larry Mich



See How They Helped Shape  
NEBRASKA



1885 Shingle Mill  
Owned by Joe Moore

City Park Supervisor:

Doug Moore:

September 25th, 2023

City Board:

The Antique Tractor and Gas Engines Show members would like to reserve the West Pawnee Park area , South side of tennis court and Parking lot , as in past years. For our Annual show, Set up Friday June 7th, 2024 and Show Time Saturday June 8th, and Sunday June 9th, 2024. Also camping out over night Friday and Saturday. Thankyou...

Thank you.

The Antique Tractor and Gas Engines Show Members

Robert & Diane Sliva

14120 S Rd Lot L.

Columbus, Nebr 68601

4.F. Resolution No. R23-154 reaffirming city's intent to provide or expand municipal solid waste collection service.

**RESOLUTION NO. R23-154**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REAFFIRMING ITS INTENT TO PROVIDE OR EXPAND MUNICIPAL SOLID WASTE COLLECTION SERVICE (WHETHER BY USE OF MUNICIPAL EMPLOYEES AND EQUIPMENT OR BY CONTRACT) IN AN AREA WHERE THE COLLECTION OF SOLID WASTE HAS BEEN PROVIDED BY A PRIVATE ENTITY PRIOR TO THE COMMENCEMENT OF SUCH SERVICE BY THE MUNICIPALITY.

NOW, THEREFORE, be it resolved that pursuant to Neb. Rev. Stat. §18-1752.01 (Sup. 1995) any municipality may proclaim by resolution its intent to provide or expand municipal solid waste collection service, whether by use of municipal employees and equipment or by contract, in an area where the collection of solid waste has been provided by a private entity prior to the commencement of such service by the municipality; and, be it further resolved that it is the intention of the City of Columbus, Nebraska, to begin municipal solid waste collection in the area.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the City of Columbus hereby reaffirms its intent to begin solid waste collection in the area, whether by use of municipal employees and equipment or by contract, provided however, that said municipal solid waste collection activity shall not commence prior to the expiration of any applicable limitation under Nebraska Revised Statute §18-1752.02 (Sup. 1995).

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



The City of  
Columbus, Nebraska

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

## MEMORANDUM

**DATE:** November 20, 2023  
**TO:** City Administrator/Mayor/City Council  
**FROM:** Chuck Sliva, Public Works Director  
**SUBJECT:** DPW – Municipal Solid Waste Collection Service –  
Resolution of intent to Provide or Expand Services

**RECOMMENDATION:** Adopt the resolution allowing the city to exercise the option, if appropriate and necessary. To provide or expand the Municipal Solid Waste Collection Services.

**DISCUSSION:** The resolution allowing the City of Columbus to provide or expand the municipal solid waste collection service by use of municipal employees and equipment, or by contract, in any area where the collection of solid waste has been provided by a private entity.

**State of Nebraska Statute Section 18-1752.01.**

**Solid waste collection service; commencement; resolution; requirements.**

*Any municipality which intends to provide or expand municipal solid waste collection service in an area where the collection of solid waste has been provided by a private entity for a minimum of ninety days shall, by resolution, proclaim its intent to begin municipal solid waste collection in the area, whether by the use of municipal employees and equipment or by contract. The resolution shall be made by a vote of the governing body at a public meeting.*

**FISCAL IMPACT:** None at this time.

**SIGNATURE:**

Recommendation By: Chuck Sliva  
Chuck Sliva, Public Works Director

Approved By: Tara Vasicek  
Tara Vasicek, City Administrator



4.G. Finance Department reports.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS  
 FROM 10/01/2023 TO 10/31/2023  
 FUND: ALL FUNDS  
 CASH AND INVESTMENT ACCOUNTS

| Fund | Description                     | Beginning<br>Balance<br>10/01/2023 | Total<br>Debits | Total<br>Credits | Ending<br>Balance<br>10/31/2023 |
|------|---------------------------------|------------------------------------|-----------------|------------------|---------------------------------|
| 100  | GENERAL FUND                    | 7,728,514.35                       | 807,265.04      | 1,794,055.35     | 6,741,724.04                    |
| 160  | PLATE CO LIBRARY SERVICE        | 95,067.68                          | 501.47          | 65.84            | 95,503.31                       |
| 175  | ARP ACT FUNDS                   | 847,529.63                         | 7,585.99        | 586.93           | 854,528.69                      |
| 189  | PERPETUAL CARE                  | 82,197.67                          | 433.57          | 56.92            | 82,574.32                       |
| 200  | STREETS/ENGINEERING             | 730,820.71                         | 434,486.09      | 260,998.29       | 904,308.51                      |
| 205  | AIRPORT                         | 996,928.71                         | 54,378.04       | 42,274.21        | 1,009,032.54                    |
| 210  | SALES TAX                       | 5,536,946.72                       | 588,647.04      | 68,125.04        | 6,057,468.72                    |
| 211  | 1/2 CENT SALES TAX              | 89,022.85                          | 503,636.79      | 248,151.27       | 344,508.37                      |
| 220  | COMMUNICATIONS - E911           | 158,536.41                         | 8,939.10        | 98,092.37        | 69,383.14                       |
| 221  | COMMUNICATIONS - WIRELESS E911  | 215,511.30                         | 10,613.36       | 7,253.94         | 218,870.72                      |
| 225  | COMMUNICATIONS-EC-911 EQUIPMENT | (294,733.12)                       | 0.00            | 1,970.67         | (296,703.79)                    |
| 240  | HOUSING REHAB & LOANS           | 95,686.13                          | 12,611.30       | 2,113.86         | 106,183.57                      |
| 260  | PROGRESS AND JOBS GROWTH        | 1,479,780.51                       | 65,723.87       | 1,024.78         | 1,544,479.60                    |
| 270  | KENO                            | 724,450.53                         | 184,695.71      | 6,381.27         | 902,764.97                      |
| 400  | DEBT SERVICE FUND               | (435,561.78)                       | 24,666.42       | 497,353.25       | (908,248.61)                    |
| 480  | COMMUNITY REDEVL AUTH           | 586,724.70                         | 37,898.83       | 0.00             | 624,623.53                      |
| 500  | UTILITY SERVICE                 | 17,160,754.04                      | 1,138,189.78    | 555,709.92       | 17,743,233.90                   |
| 520  | WATER                           | 13,649,153.37                      | 593,335.41      | 386,831.47       | 13,855,657.31                   |
| 530  | LOUP DISTRIBUTION               | 1,895,368.89                       | 15,090.06       | 1,346.83         | 1,909,112.12                    |
| 560  | STORMWATER UTILITY              | 1,165,303.55                       | 38,934.04       | 12,000.13        | 1,192,237.46                    |
| 570  | SOLID WASTE DIVISION            | 3,361,336.91                       | 233,948.08      | 84,800.67        | 3,510,484.32                    |
| 600  | HEALTH INSURANCE                | 2,602,497.84                       | 147,226.12      | 73,676.57        | 2,676,047.39                    |
| 710  | FIRE PENSION                    | 79,163.05                          | 419.80          | 663.82           | 78,919.03                       |
| 730  | LICENSES TO SCHOOLS             | 2,515.00                           | 8,100.00        | 1,915.00         | 8,700.00                        |
| 740  | LIBRARY FOUNDATION              | 761,071.19                         | 0.00            | 0.00             | 761,071.19                      |
| 745  | LIBRARY ENDOWMENT               | 1,151,125.13                       | 0.00            | 0.00             | 1,151,125.13                    |
| 750  | GERRARD PARK TRUST              | 135,927.90                         | 0.00            | 0.00             | 135,927.90                      |
| 999  | PAYROLL CLEARING                | 2,755.12                           | 784,092.44      | 840,126.98       | (53,279.42)                     |
|      | TOTAL - ALL FUNDS               | 60,604,394.99                      | 5,701,418.35    | 4,985,575.38     | 61,320,237.96                   |

4.H. Payroll and bills on file.

| Vendor Code<br>Post Date | Vendor Name<br>Activity              | Inv/Check #   | Description                                 | Invoice Amt | Check Amt |
|--------------------------|--------------------------------------|---------------|---------------------------------------------|-------------|-----------|
| 02359<br>11/21/2023      | 911 CUSTOM LLC<br>INVOICE            | 54686         | BLACKINTON B736 BADGE GOLD PLATE            | 128.00      |           |
|                          |                                      |               | Total:                                      | 128.00      |           |
|                          |                                      |               | Net of 1 Invoices / 0 Checks                | 128.00      |           |
| 02057<br>11/21/2023      | A TO Z MESSAGING<br>INVOICE          | 17466         | ANSWERING SERVICE                           | 135.00      |           |
|                          |                                      |               | Total:                                      | 135.00      |           |
|                          |                                      |               | Net of 1 Invoices / 0 Checks                | 135.00      |           |
| 10287<br>11/21/2023      | AC&L SPRINKLERS PLUS LLC<br>INVOICE  | 654102        | BLOW OUT SPRINKLER SYSTEM                   | 250.00      |           |
|                          |                                      |               | Total:                                      | 250.00      |           |
|                          |                                      |               | Net of 1 Invoices / 0 Checks                | 250.00      |           |
| 00116<br>11/21/2023      | ACE HARDWARE & GARDEN CNT<br>INVOICE | 198484/5      | BULBS                                       | 35.97       |           |
| 11/21/2023               | INVOICE                              | 198475/5      | BULB CERAMIC, CLEAR TRANS 4PK               | 17.96       |           |
| 11/21/2023               | INVOICE                              | 198818/5      | TAPE                                        | 3.00        |           |
| 11/21/2023               | INVOICE                              | 198792/5      | STEP DRILLBIT                               | 59.99       |           |
| 11/21/2023               | INVOICE                              | 198698/5      | NUTS, BOLTS, SCREWS, STOP NTS, FLAT WASHER  | 53.47       |           |
| 11/21/2023               | INVOICE                              | 198691/5      | RSTP SPRAY PAINT                            | 21.00       |           |
| 11/21/2023               | INVOICE                              | 198679/5      | SPR URETHANE, PAINT BRUSH, COUPLING, NIPPLE | 81.15       |           |
| 11/21/2023               | INVOICE                              | 198656/5      | NUTS, BOLTS, SCREWS                         | 14.55       |           |
| 11/21/2023               | INVOICE                              | 198637/5      | BATTERIES                                   | 91.92       |           |
| 11/21/2023               | INVOICE                              | 198630/5      | DUCT TAPE                                   | 35.96       |           |
| 11/21/2023               | INVOICE                              | 198626/5      | DRILL POWERED PUMP                          | 16.04       |           |
| 11/21/2023               | INVOICE                              | 198591/5      | COUPLE PVC 1/2"                             | 8.34        |           |
| 11/21/2023               | INVOICE                              | 198578/5      | WOOD FILLER, PUTTY KNIFE                    | 10.98       |           |
| 11/21/2023               | INVOICE                              | 198570/5      | NIPPLES                                     | 18.68       |           |
| 11/21/2023               | INVOICE                              | 198562/5      | MINERAL SPIRITS, FOAM ROLLER, ROLLER COVER  | 46.54       |           |
| 11/21/2023               | INVOICE                              | 198544/5      | BROAD HINGE, BARREL BOLT, DOWEL             | 33.54       |           |
| 11/21/2023               | INVOICE                              | 198527/5      | KEYS FOR NEW DOOR, WELLNESS ROOM            | 10.53       |           |
| 11/21/2023               | INVOICE                              | 198781/5      | 44 BATTERIES                                | 3.59        |           |
| 11/21/2023               | INVOICE                              | 198727/5      | CHAIN SPROCKET, CONNECTOR, UNION, HS        | 50.96       |           |
| 11/21/2023               | INVOICE                              | 198720/5      | FUSE ELECT                                  | 5.99        |           |
| 11/21/2023               | INVOICE                              | 198712/5      | DISC FML                                    | 3.59        |           |
| 11/21/2023               | INVOICE                              | 198711/5      | FLAT WASHER, FENDER WASHER, SPRAY PAINT     | 24.49       |           |
| 11/21/2023               | INVOICE                              | 198710/5      | METHOD HNDGEL, PAPER TOWELS                 | 8.99        |           |
|                          |                                      |               | Total:                                      | 657.23      |           |
|                          |                                      |               | Net of 23 Invoices / 0 Checks               | 657.23      |           |
| 00180<br>11/21/2023      | ADVANCE AUTO PARTS<br>INVOICE        | 5606330469342 | BED MAT                                     | 149.99      |           |
| 11/21/2023               | INVOICE                              | 5606327968639 | MUFFLER                                     | 747.00      |           |
| 11/21/2023               | INVOICE                              | 5606330469353 | AIR CHG TMP SENSOR                          | 31.99       |           |
| 11/21/2023               | INVOICE                              | 5606329969210 | FUEL FILTERS                                | 27.98       |           |
| 11/21/2023               | INVOICE                              | 5606329969196 | OIL 5W30 SYNTHETIC                          | 105.00      |           |
| 11/21/2023               | INVOICE                              | 5606329969189 | OIL FILTER                                  | 4.19        |           |
| 11/21/2023               | INVOICE                              | 5606330069262 | AIR FILTERS                                 | 106.38      |           |
| 11/21/2023               | INVOICE                              | 5606329369053 | CAT SYSTEM                                  | 747.80      |           |
| 11/21/2023               | INVOICE                              | 5606330169275 | AIR FILTER                                  | 86.44       |           |
| 11/21/2023               | INVOICE                              | 5606330069241 | AIR FILTER                                  | 53.19       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity | Inv/Check #        | Description                                  | Invoice Amt | Check Amt |
|--------------------------|-------------------------|--------------------|----------------------------------------------|-------------|-----------|
| 11/21/2023               | INVOICE                 | 5606330569386      | OIL FILTER                                   | 2.62        |           |
|                          |                         |                    | Total:                                       | 2,062.58    |           |
|                          |                         |                    | Net of 11 Invoices / 0 Checks                | 2,062.58    |           |
| 02304                    | ALPHAMEDIA USA LLC      |                    |                                              |             |           |
| 11/21/2023               | INVOICE                 | CC-KL-1231034453   | ADVERTISING                                  | 540.00      |           |
|                          |                         |                    | Total:                                       | 540.00      |           |
|                          |                         |                    | Net of 1 Invoices / 0 Checks                 | 540.00      |           |
| 10930                    | AOI CORPORATION         |                    |                                              |             |           |
| 11/21/2023               | INVOICE                 | 172906             | MONITOR ARM SUPPORT                          | 1,126.86    |           |
| 11/21/2023               | INVOICE                 | 27721              | FREESTANDING MOUNT SCREEN                    | 352.82      |           |
| 11/21/2023               | INVOICE                 | 27564              | FOLLY FLOOR-FIXING KIT                       | 989.24      |           |
|                          |                         |                    | Total:                                       | 2,468.92    |           |
|                          |                         |                    | Net of 3 Invoices / 0 Checks                 | 2,468.92    |           |
| 00587                    | AQUA-PURE INC           |                    |                                              |             |           |
| 11/21/2023               | INVOICE                 | COLNE2311          | MONTHLY SERVICE CONTRACT - NORTH & SOUTH WE: | 11,635.33   |           |
|                          |                         |                    | Total:                                       | 11,635.33   |           |
|                          |                         |                    | Net of 1 Invoices / 0 Checks                 | 11,635.33   |           |
| 11065                    | ARCHIVESOCIAL LLC       |                    |                                              |             |           |
| 11/21/2023               | INVOICE                 | 280581             | SOCIAL MEDIA ARCHIVING SUBSCRIPTION          | 6,391.00    |           |
|                          |                         |                    | Total:                                       | 6,391.00    |           |
|                          |                         |                    | Net of 1 Invoices / 0 Checks                 | 6,391.00    |           |
| 10561                    | ARNOLD MOTOR SUPPLY     |                    |                                              |             |           |
| 11/21/2023               | INVOICE                 | 78NV087261         | SPIN-ON                                      | 12.60       |           |
| 11/21/2023               | INVOICE                 | 78NV086955         | OIL FILTERS                                  | 23.18       |           |
| 11/21/2023               | INVOICE                 | 78NV076645         | SPINDLE SNAP RING PLIERS                     | 57.99       |           |
| 11/21/2023               | INVOICE                 | 78CR009834         | CORE CREDIT                                  | (144.00)    |           |
| 11/21/2023               | INVOICE                 | 78NV086616         | 2 - 12V HVY DUTY                             | 594.22      |           |
| 11/21/2023               | INVOICE                 | 78NV087384         | SEAM SEALER                                  | 41.22       |           |
| 11/21/2023               | INVOICE                 | 78NV087700         | 8 - RGS BX BLUE, ELECTRONIC DRAIN VALVE KIT  | 314.87      |           |
|                          |                         |                    | Total:                                       | 900.08      |           |
|                          |                         |                    | Net of 7 Invoices / 0 Checks                 | 900.08      |           |
| 00107                    | AT&T MOBILITY           |                    |                                              |             |           |
| 11/21/2023               | INVOICE                 | 287321675065X10282 | WIRELESS SEP 22 - OCT 21                     | 80.08       |           |
|                          |                         |                    | Total:                                       | 80.08       |           |
|                          |                         |                    | Net of 1 Invoices / 0 Checks                 | 80.08       |           |
| 00976                    | AVI SYSTEMS, INC        |                    |                                              |             |           |
| 11/21/2023               | INVOICE                 | 88917540           | HARDWARE AXIS TV HDX MEDIA PLAYER, REMOTE II | 2,446.76    |           |
|                          |                         |                    | Total:                                       | 2,446.76    |           |
|                          |                         |                    | Net of 1 Invoices / 0 Checks                 | 2,446.76    |           |
| 02344                    | BAIRD HOLM LLP          |                    |                                              |             |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity | Inv/Check #      | Description                                 | Invoice Amt | Check Amt |
|--------------------------|-------------------------|------------------|---------------------------------------------|-------------|-----------|
| 11/21/2023               | INVOICE                 | 294606           | DISTRICT TIF-REVIEW GRANT PROGRAM           | 464.00      |           |
| 11/21/2023               | INVOICE                 | 300630           | GAMING TIFF                                 | 1,305.00    |           |
|                          |                         |                  | Total:                                      | 1,769.00    |           |
|                          |                         |                  | Net of 2 Invoices / 0 Checks                | 1,769.00    |           |
| 00461                    | BEHLEN TOWING LLC       |                  |                                             |             |           |
| 11/21/2023               | INVOICE                 | 30728            | TOWING                                      | 150.00      |           |
| 11/21/2023               | INVOICE                 | 30731            | TOWING                                      | 150.00      |           |
| 11/21/2023               | INVOICE                 | 30173            | TOWING                                      | 150.00      |           |
| 11/21/2023               | INVOICE                 | 30741            | TOWING                                      | 150.00      |           |
| 11/21/2023               | INVOICE                 | 30746            | TOWING                                      | 150.00      |           |
| 11/21/2023               | INVOICE                 | 30747            | TOWING                                      | 150.00      |           |
| 11/21/2023               | INVOICE                 | 30856            | TOWING                                      | 150.00      |           |
| 11/21/2023               | INVOICE                 | 30870            | TOWING                                      | 150.00      |           |
| 11/21/2023               | INVOICE                 | 30874            | TOWING                                      | 150.00      |           |
|                          |                         |                  | Total:                                      | 1,350.00    |           |
|                          |                         |                  | Net of 9 Invoices / 0 Checks                | 1,350.00    |           |
| 02555                    | BGNE INC                |                  |                                             |             |           |
| 11/21/2023               | INVOICE                 | PI00114130       | CLASS ACT NON-CHLORINATED BRAKE CLEANER     | 791.18      |           |
|                          |                         |                  | Total:                                      | 791.18      |           |
|                          |                         |                  | Net of 1 Invoices / 0 Checks                | 791.18      |           |
| 02421                    | BIBLIOTHECA LLC         |                  |                                             |             |           |
| 11/21/2023               | INVOICE                 | INV-US69865      | RFID WORKSTATION, SELF CHECK KIOSK, WORKSTA | 6,392.00    |           |
|                          |                         |                  | Total:                                      | 6,392.00    |           |
|                          |                         |                  | Net of 1 Invoices / 0 Checks                | 6,392.00    |           |
| 03256                    | BLACK HILLS ENERGY      |                  |                                             |             |           |
| 11/21/2023               | INVOICE                 | 5317 1214 84 NOV | 2NATURAL GAS                                | 70.79       |           |
| 11/21/2023               | INVOICE                 | 6007 1329 48 NOV | 2NATURAL GAS                                | 1,293.91    |           |
| 11/21/2023               | INVOICE                 | 8429 6210 02 NOV | 2NATURAL GAS                                | 568.73      |           |
| 11/21/2023               | INVOICE                 | 0815 1921 72 NOV | 2NATURAL GAS                                | 403.16      |           |
| 11/21/2023               | INVOICE                 | 6310 3990 85 NOV | 2NATURAL GAS                                | 154.72      |           |
| 11/21/2023               | INVOICE                 | 4447 5106 07 NOV | 2NATURAL GAS                                | 132.50      |           |
| 11/21/2023               | INVOICE                 | 7226 0844 98 NOV | 2NATURAL GAS                                | 131.08      |           |
| 11/21/2023               | INVOICE                 | 0778 7198 98 NOV | 2NATURAL GAS                                | 93.37       |           |
| 11/21/2023               | INVOICE                 | 5431 5180 01 NOV | 2NATURAL GAS                                | 87.33       |           |
| 11/21/2023               | INVOICE                 | 2278 6168 20 NOV | 2NATURAL GAS                                | 84.36       |           |
| 11/21/2023               | INVOICE                 | 3343 6679 78 NOV | 2NATURAL GAS                                | 81.87       |           |
| 11/21/2023               | INVOICE                 | 4086 6115 74 NOV | 2NATURAL GAS                                | 80.63       |           |
| 11/21/2023               | INVOICE                 | 5389 9420 88 NOV | 2NATURAL GAS                                | 80.63       |           |
| 11/21/2023               | INVOICE                 | 9767 8260 47 NOV | 2NATURAL GAS                                | 79.37       |           |
| 11/21/2023               | INVOICE                 | 4665 9615 35 NOV | 2NATURAL GAS                                | 78.13       |           |
| 11/21/2023               | INVOICE                 | 6942 7542 63 NOV | 2NATURAL GAS                                | 77.50       |           |
| 11/21/2023               | INVOICE                 | 1164 9983 32 NOV | 2NATURAL GAS                                | 73.15       |           |
| 11/21/2023               | INVOICE                 | 5048 9157 09 NOV | 2NATURAL GAS                                | 72.21       |           |
| 11/21/2023               | INVOICE                 | 5915 3548 20 NOV | 2NATURAL GAS                                | 70.03       |           |
| 11/21/2023               | INVOICE                 | 1450 5796 12 NOV | 2NATURAL GAS                                | 66.93       |           |
| 11/21/2023               | INVOICE                 | 7504 0422 35 NOV | 2NATURAL GAS                                | 60.56       |           |
| 11/21/2023               | INVOICE                 | 5317 1214 84 OCT | 2NATURAL GAS                                | 78.04       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity  | Inv/Check #  | Description                                  | Invoice Amt  | Check Amt |
|--------------------------|--------------------------|--------------|----------------------------------------------|--------------|-----------|
|                          |                          |              | Total:                                       | 3,919.00     |           |
|                          |                          |              | Net of 22 Invoices / 0 Checks                | 3,919.00     |           |
| 02030                    | BLAZER LLC               |              |                                              |              |           |
| 11/21/2023               | INVOICE                  | 11641        | 3 HURDLES REPAIR                             | 75.00        |           |
|                          |                          |              | Total:                                       | 75.00        |           |
|                          |                          |              | Net of 1 Invoices / 0 Checks                 | 75.00        |           |
| 01785                    | BOKF NA                  |              |                                              |              |           |
| 11/21/2023               | INVOICE                  | COLUMBUSCR18 | COMBINED REVENUE BONDS, SERIES 2018          | 234,450.00   |           |
| 11/21/2023               | INVOICE                  | COLUMBCRRE20 | COMBINED REVENUE REFUNDING BOND SERIES 2020  | 274,450.00   |           |
| 11/21/2023               | INVOICE                  | COLUMBSCOP21 | CERTIFICATES OF PARTICIPATION SERIES 2021    | 93,750.00    |           |
| 11/21/2023               | INVOICE                  | COLUMBUSHW21 | GENERAL OBLIGATION HIGHWAY ALLOCATION FUND   | 112,825.00   |           |
| 11/21/2023               | INVOICE                  | CITYOFCOL15C | COMBINED REVENUE REFUNDING BONDS, SERIES 20  | 964,988.75   |           |
| 11/21/2023               | INVOICE                  | COLUMBUSRE16 | COMBINED REVENUE & REFUNDING BONDS, SERIES : | 812,587.50   |           |
|                          |                          |              | Total:                                       | 2,493,051.25 |           |
|                          |                          |              | Net of 6 Invoices / 0 Checks                 | 2,493,051.25 |           |
| 00240                    | BOUND TREE MEDICAL LLC   |              |                                              |              |           |
| 11/21/2023               | INVOICE                  | 70343888     | RETURN - FLUID CONTROL SOLIDIFIER            | (3,177.86)   |           |
| 11/21/2023               | INVOICE                  | 85153898     | SOFT STRETCHER                               | 475.80       |           |
| 11/21/2023               | INVOICE                  | 85151137     | SMART CAPNOLINE, SHARPS CONTAINER            | 594.25       |           |
| 11/21/2023               | INVOICE                  | 85151135     | NASOPHARYNGEAL AIRWAY, EXTRICATION COLLAR, : | 1,788.96     |           |
| 11/21/2023               | INVOICE                  | 85151136     | G3 CLINICIAN, MEDICINE CELL, IV CELL, NARX : | 2,891.32     |           |
| 11/21/2023               | INVOICE                  | 85149587     | SOFT STRETCHER                               | 297.90       |           |
| 11/21/2023               | INVOICE                  | 85144872     | G3 BREATHER                                  | 347.99       |           |
|                          |                          |              | Total:                                       | 3,218.36     |           |
|                          |                          |              | Net of 7 Invoices / 0 Checks                 | 3,218.36     |           |
| 10547                    | BVH ARCHITECTURE         |              |                                              |              |           |
| 11/21/2023               | INVOICE                  | 45655        | COLUMBUS LIBRARY, CHILDRENS MUSEUM & CITY H: | 1,097.81     |           |
|                          |                          |              | Total:                                       | 1,097.81     |           |
|                          |                          |              | Net of 1 Invoices / 0 Checks                 | 1,097.81     |           |
| 02979                    | CAPITAL BUSINESS SYSTEMS |              |                                              |              |           |
| 11/21/2023               | INVOICE                  | 1337562      | COPIER CONTRACT                              | 87.24        |           |
|                          |                          |              | Total:                                       | 87.24        |           |
|                          |                          |              | Net of 1 Invoices / 0 Checks                 | 87.24        |           |
| 10604                    | CASEY'S MAIL SERVICE LLC |              |                                              |              |           |
| 11/21/2023               | INVOICE                  | 3255         | DALIY MAIL, WATER STATEMENTS                 | 4,849.67     |           |
|                          |                          |              | Total:                                       | 4,849.67     |           |
|                          |                          |              | Net of 1 Invoices / 0 Checks                 | 4,849.67     |           |
| 10714                    | CELLEBRITE INC           |              |                                              |              |           |
| 11/21/2023               | INVOICE                  | INVUS262065  | PHYSICAL EXTRACTION & ANALYZER SUBSCRIPTION  | 6,100.00     |           |
|                          |                          |              | Total:                                       | 6,100.00     |           |
|                          |                          |              | Net of 1 Invoices / 0 Checks                 | 6,100.00     |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity             | Inv/Check #       | Description                                 | Invoice Amt | Check Amt |
|--------------------------|-------------------------------------|-------------------|---------------------------------------------|-------------|-----------|
| 02551                    | CENTER FOR MUNICIPAL SOLUTIONS      |                   |                                             |             |           |
| 11/21/2023               | INVOICE                             | 49728-001         | COLUMBUS NE RISE BROADBAND - 1470 14TH AVE  | 675.00      |           |
| 11/21/2023               | INVOICE                             | 94455-001         | COLUMBUS NE VERIZON - 657 S 14TH AVE        | 525.00      |           |
|                          |                                     |                   | Total:                                      | 1,200.00    |           |
|                          |                                     |                   | Net of 2 Invoices / 0 Checks                | 1,200.00    |           |
| 03136                    | CENTRAL COMMUNITY COLLEGE           |                   |                                             |             |           |
| 11/21/2023               | INVOICE                             | 001963342         | EMT COURSE - CARDENAS, EGGER                | 2,288.00    |           |
|                          |                                     |                   | Total:                                      | 2,288.00    |           |
|                          |                                     |                   | Net of 1 Invoices / 0 Checks                | 2,288.00    |           |
| 01148                    | CENTURY LINK                        |                   |                                             |             |           |
| 11/21/2023               | INVOICE                             | 402D33-0443 NOV 1 | E911 PHONE CHARGES                          | 930.00      |           |
|                          |                                     |                   | Total:                                      | 930.00      |           |
|                          |                                     |                   | Net of 1 Invoices / 0 Checks                | 930.00      |           |
| 10642                    | CHROME N' STEEL TRUCK & TRAILER LLC |                   |                                             |             |           |
| 11/21/2023               | INVOICE                             | 7119              | STUDS, LUG NUTS                             | 100.24      |           |
|                          |                                     |                   | Total:                                      | 100.24      |           |
|                          |                                     |                   | Net of 1 Invoices / 0 Checks                | 100.24      |           |
| 00226                    | CITY OF NORFOLK                     |                   |                                             |             |           |
| 11/21/2023               | INVOICE                             | 8253              | SNARE FY 2023-2024                          | 5,400.00    |           |
|                          |                                     |                   | Total:                                      | 5,400.00    |           |
|                          |                                     |                   | Net of 1 Invoices / 0 Checks                | 5,400.00    |           |
| 00262                    | CLUB PROPHET SYSTEMS                |                   |                                             |             |           |
| 11/21/2023               | INVOICE                             | INV1812971        | MONTHLY TEE SHEET                           | 500.00      |           |
|                          |                                     |                   | Total:                                      | 500.00      |           |
|                          |                                     |                   | Net of 1 Invoices / 0 Checks                | 500.00      |           |
| 02542                    | CNC REPAIR LLC                      |                   |                                             |             |           |
| 11/21/2023               | INVOICE                             | 8529              | TIRE REPAIR                                 | 17.50       |           |
| 11/21/2023               | INVOICE                             | 8553              | REPLACE REAR BRAKE PADS & ROTORS VIN #1808  | 317.20      |           |
| 11/21/2023               | INVOICE                             | 8560              | LUBE OIL FILTER, TRANSMISSION SERVICE, DRAI | 736.46      |           |
| 11/21/2023               | INVOICE                             | 8570              | TIRE REPAIR                                 | 17.50       |           |
| 11/21/2023               | INVOICE                             | 8595              | LUBE OIL FILTER                             | 42.00       |           |
| 11/21/2023               | INVOICE                             | 8609              | LUBE OIL FILTER                             | 42.00       |           |
| 11/21/2023               | INVOICE                             | 8655              | LUBE OIL FILTER, AIR FILTERS                | 132.78      |           |
| 11/21/2023               | INVOICE                             | 8661              | LUBE OIL FILTER, AIR FILTER, CLEAN MASS AIR | 177.61      |           |
| 11/21/2023               | INVOICE                             | 8686              | LUBE OIL FILTER                             | 42.00       |           |
|                          |                                     |                   | Total:                                      | 1,525.05    |           |
|                          |                                     |                   | Net of 9 Invoices / 0 Checks                | 1,525.05    |           |
| 11088                    | COLFAX COUNTY CLERK                 |                   |                                             |             |           |
| 11/21/2023               | INVOICE                             | 11.13.2023        | BRITTANY WARREN BUYOUT CONTRACT             | 8,750.00    |           |
|                          |                                     |                   | Total:                                      | 8,750.00    |           |
|                          |                                     |                   | Net of 1 Invoices / 0 Checks                | 8,750.00    |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity                 | Inv/Check #          | Description                                  | Invoice Amt | Check Amt |
|--------------------------|-----------------------------------------|----------------------|----------------------------------------------|-------------|-----------|
| 03140<br>11/21/2023      | COLUMBUS AREA<br>INVOICE                | CHAMBER OF<br>HEALTH | COLUMBUS BUCKS-PACE PROGRAM                  | 1,140.00    |           |
|                          |                                         |                      | Total:                                       | 1,140.00    |           |
|                          |                                         |                      | Net of 1 Invoices / 0 Checks                 | 1,140.00    |           |
| 03141<br>11/21/2023      | COLUMBUS COMMUNITY HOSPITAL<br>INVOICE  | 10911742-0001        | LABORATORY                                   | 24.05       |           |
|                          |                                         |                      | Total:                                       | 24.05       |           |
|                          |                                         |                      | Net of 1 Invoices / 0 Checks                 | 24.05       |           |
| 10768<br>11/21/2023      | COLUMBUS CREDIT SERVICES<br>INVOICE     | ACCTY 150 OCT 23     | COLLECTIONS                                  | 67.50       |           |
|                          |                                         |                      | Total:                                       | 67.50       |           |
|                          |                                         |                      | Net of 1 Invoices / 0 Checks                 | 67.50       |           |
| 00036<br>11/21/2023      | COLUMBUS CUSTOM EMBROIDERY<br>INVOICE   | E43546               | CARDIGAN SWEATER - RIVERA                    | 48.00       |           |
| 11/21/2023               | INVOICE                                 | E43836               | PULLOVER HOODED SWEATSHIRTS, CARDIGAN - LASI | 109.00      |           |
| 11/21/2023               | INVOICE                                 | E43769               | FLEECE JACKET                                | 67.00       |           |
|                          |                                         |                      | Total:                                       | 224.00      |           |
|                          |                                         |                      | Net of 3 Invoices / 0 Checks                 | 224.00      |           |
| 01638<br>11/21/2023      | COLUMBUS FAMILY RESOURCE CTR<br>INVOICE | 11.01.2023           | MONTHLY LEASE PAYMENT                        | 10,609.99   |           |
|                          |                                         |                      | Total:                                       | 10,609.99   |           |
|                          |                                         |                      | Net of 1 Invoices / 0 Checks                 | 10,609.99   |           |
| 02011<br>11/21/2023      | COLUMBUS MOTOR COMPANY<br>INVOICE       | 59517                | INSPECTION WITH SCOPE FOR OIL LEAK           | 48.29       |           |
| 11/21/2023               | INVOICE                                 | 59569                | INSTALL OIL COOLER                           | 817.50      |           |
|                          |                                         |                      | Total:                                       | 865.79      |           |
|                          |                                         |                      | Net of 2 Invoices / 0 Checks                 | 865.79      |           |
| 03139<br>11/21/2023      | COLUMBUS PLUMBING COMPANY<br>INVOICE    | 22368                | SERVICE CALL                                 | 79.00       |           |
|                          |                                         |                      | Total:                                       | 79.00       |           |
|                          |                                         |                      | Net of 1 Invoices / 0 Checks                 | 79.00       |           |
| 11090<br>11/21/2023      | CONFERENCES AND SEMINARS<br>INVOICE     | 116481               | CREATING & MANAGING INTERNSHIP PROGRAMS      | 495.00      |           |
|                          |                                         |                      | Total:                                       | 495.00      |           |
|                          |                                         |                      | Net of 1 Invoices / 0 Checks                 | 495.00      |           |
| 01081<br>11/21/2023      | CONSOLIDATED MANAGEMENT CO<br>INVOICE   | 226243               | MEALS - BALESTERI, FRENCH                    | 236.00      |           |
| 11/21/2023               | INVOICE                                 | 226193               | MEALS - BALESTERI, FRENCH                    | 202.50      |           |
|                          |                                         |                      | Total:                                       | 438.50      |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity      | Inv/Check #      | Description                                  | Invoice Amt | Check Amt |
|--------------------------|------------------------------|------------------|----------------------------------------------|-------------|-----------|
|                          |                              |                  | Net of 2 Invoices / 0 Checks                 | 438.50      |           |
| 02718                    | CORE & MAIN LP               |                  |                                              |             |           |
| 11/21/2023               | INVOICE                      | S996844          | 65 - 510M S/POINT M2 WIRED                   | 12,220.00   |           |
| 11/21/2023               | INVOICE                      | T875461          | 75 - METER COUPLINGS NO LEAD                 | 1,248.00    |           |
| 11/21/2023               | INVOICE                      | T908785          | 200 - THK RUBBER MTR WASHERS                 | 26.00       |           |
| 11/21/2023               | INVOICE                      | T905300          | HYMAX 2 FLIP COUPLING                        | 2,009.36    |           |
| 11/21/2023               | INVOICE                      | T890967          | IPERL/ALLY TRPL CABLES, 3/4S IPERL, 3-WIRE 1 | 8,786.00    |           |
| 11/21/2023               | INVOICE                      | S236360          | 81 - 510M S/POINT M2 WIRED                   | 15,228.00   |           |
| 11/21/2023               | INVOICE                      | S841669          | 108 - 510M S/POINT M2 WIRED                  | 20,304.00   |           |
| 11/21/2023               | INVOICE                      | S944625          | 45 - 510M S/POINT MR WIRED                   | 8,460.00    |           |
| 11/21/2023               | INVOICE                      | S098994          | 81 - 510M S/POINT M2 WIRED                   | 15,228.00   |           |
|                          |                              |                  | Total:                                       | 83,509.36   |           |
|                          |                              |                  | Net of 9 Invoices / 0 Checks                 | 83,509.36   |           |
| 03147                    | CORNHUSKER PUBLIC POWER DIST |                  |                                              |             |           |
| 11/21/2023               | INVOICE                      | 415030006 NOV 23 | ELECTRICITY                                  | 183.95      |           |
| 11/21/2023               | INVOICE                      | 415030007 NOV 23 | ELECTRICITY                                  | 254.70      |           |
| 11/21/2023               | INVOICE                      | 415030008 NOV 23 | ELECTRICITY                                  | 185.03      |           |
| 11/21/2023               | INVOICE                      | 415030009 NOV 23 | ELECTRICITY                                  | 155.65      |           |
| 11/21/2023               | INVOICE                      | 415030001 NOV 23 | ELECTRICITY                                  | 99.55       |           |
| 11/21/2023               | INVOICE                      | 415030005 NOV 23 | ELECTRICITY                                  | 36.74       |           |
|                          |                              |                  | Total:                                       | 915.62      |           |
|                          |                              |                  | Net of 6 Invoices / 0 Checks                 | 915.62      |           |
| 03149                    | CULLIGAN OF COLUMBUS         |                  |                                              |             |           |
| 11/21/2023               | INVOICE                      | 132746           | SALT PELLET DELIVERED                        | 50.00       |           |
| 11/21/2023               | INVOICE                      | 272188           | EQUIPMENT - POU COOLER                       | 41.00       |           |
| 11/21/2023               | INVOICE                      | 272219           | EQUIPMENT - REVERSE OSMOSIS                  | 32.00       |           |
| 11/21/2023               | INVOICE                      | 272226           | EQUIPMENT - REVERSE OSMOSIS                  | 64.50       |           |
|                          |                              |                  | Total:                                       | 187.50      |           |
|                          |                              |                  | Net of 4 Invoices / 0 Checks                 | 187.50      |           |
| 00374                    | DUNBAR DOUGLAS               |                  |                                              |             |           |
| 11/21/2023               | INVOICE                      | 11.01.2023       | MONTHLY CONTRACT                             | 7,018.00    |           |
| 11/21/2023               | INVOICE                      | 11.01.2023       | LIQUOR COMMISSIONS                           | 6,227.30    |           |
| 11/21/2023               | INVOICE                      | 11.01.2023       | MONTHLY COMMISSIONS - GREEN FEES/CART RENTA: | 4,688.11    |           |
|                          |                              |                  | Total:                                       | 17,933.41   |           |
|                          |                              |                  | Net of 3 Invoices / 0 Checks                 | 17,933.41   |           |
| 03158                    | EAKES OFFICE SOLUTIONS       |                  |                                              |             |           |
| 11/21/2023               | INVOICE                      | INV503256        | COPIER CONTRACT                              | 349.72      |           |
| 11/21/2023               | INVOICE                      | INV503218        | COPIER CONTRACT                              | 2,885.34    |           |
| 11/21/2023               | INVOICE                      | 8829890-0        | FILE FOLDERS, POSTER PAPER                   | 35.29       |           |
| 11/21/2023               | INVOICE                      | 8827421-0        | CORRECTION FLUID, PENCIL CUP, TAPE DISPENSEI | 35.74       |           |
| 11/21/2023               | INVOICE                      | 8827420-0        | INDEX, 3-RG                                  | 13.74       |           |
| 11/21/2023               | INVOICE                      | 8824939-0        | NAME PLATE SHURAYA FRAUENDORFER              | 15.25       |           |
| 11/21/2023               | INVOICE                      | 8827173-0        | CALCULATOR ROLL                              | 148.49      |           |
| 11/21/2023               | INVOICE                      | 8810896-2        | TOILET BOWL CLEANER                          | 10.02       |           |
| 11/21/2023               | INVOICE                      | 8823675-0        | WALL CALENDAR                                | 15.50       |           |
| 11/21/2023               | INVOICE                      | 8823419-0        | SHARPIE MARKERS, SPOONS                      | 13.57       |           |
| 11/21/2023               | INVOICE                      | 8823418-0        | ENVELOPES, CLASP                             | 20.69       |           |
| 11/21/2023               | INVOICE                      | 8823195-0        | SHARPIE MARKERS                              | 6.19        |           |

| Vendor Code<br>Post Date      | Vendor Name<br>Activity      | Inv/Check #        | Description                                  | Invoice Amt | Check Amt |
|-------------------------------|------------------------------|--------------------|----------------------------------------------|-------------|-----------|
| 11/21/2023                    | INVOICE                      | INV504980          | COPIER CONTRACT                              | 241.61      |           |
| 11/21/2023                    | INVOICE                      | 8830133-0          | WALL CALENDAR, TONER CARTRIDGE               | 222.75      |           |
| 11/21/2023                    | INVOICE                      | 8816040-0          | CUSTOM BADGES                                | 244.12      |           |
| Total:                        |                              |                    |                                              | 4,258.02    |           |
| Net of 15 Invoices / 0 Checks |                              |                    |                                              | 4,258.02    |           |
| 11092                         | ECKHARDT ALEN                |                    |                                              |             |           |
| 11/21/2023                    | INVOICE                      | 11.06.2023         | SPRINKLER MODULE                             | 58.85       |           |
| Total:                        |                              |                    |                                              | 58.85       |           |
| Net of 1 Invoices / 0 Checks  |                              |                    |                                              | 58.85       |           |
| 03163                         | ENTERPRISE ELECTRIC COLUMBUS |                    |                                              |             |           |
| 11/21/2023                    | INVOICE                      | 1145-1018657       | MH LAMPS, 26W CMPCT FLUOR                    | 412.38      |           |
| 11/21/2023                    | INVOICE                      | 1145-1018859       | 2 - BATTERY                                  | 47.78       |           |
| 11/21/2023                    | INVOICE                      | 1145-1018818       | BATTERY                                      | 23.89       |           |
| Total:                        |                              |                    |                                              | 484.05      |           |
| Net of 3 Invoices / 0 Checks  |                              |                    |                                              | 484.05      |           |
| 01864                         | FAIRFIELD INN & SUITES       |                    |                                              |             |           |
| 11/21/2023                    | INVOICE                      | 54348              | RICHARD EATON                                | 269.90      |           |
| 11/21/2023                    | INVOICE                      | 54346              | BRETT ALSWAGER                               | 404.85      |           |
| 11/21/2023                    | INVOICE                      | 54344              | MARTY EATON                                  | 404.85      |           |
| 11/21/2023                    | INVOICE                      | 54345              | ANNETTE GRIFFITH                             | 404.85      |           |
| 11/21/2023                    | INVOICE                      | 54347              | JAKE WACHA                                   | 404.85      |           |
| Total:                        |                              |                    |                                              | 1,889.30    |           |
| Net of 5 Invoices / 0 Checks  |                              |                    |                                              | 1,889.30    |           |
| 03167                         | FERRELLGAS LP                |                    |                                              |             |           |
| 11/21/2023                    | INVOICE                      | RNT10048407        | RENTAL 10/23/2023 TO 10/22/2024 WATER PLANT  | 73.85       |           |
| 11/21/2023                    | INVOICE                      | RNT10048408        | RENTAL 10/23/2023 TO 10/22/2023 WATER PLANT  | 73.85       |           |
| Total:                        |                              |                    |                                              | 147.70      |           |
| Net of 2 Invoices / 0 Checks  |                              |                    |                                              | 147.70      |           |
| 00242                         | FIRST NATIONAL BANK OMAHA    |                    |                                              |             |           |
| 11/21/2023                    | INVOICE                      | 283366             | LED FLAME BULBS                              | 285.95      |           |
| 11/21/2023                    | INVOICE                      | W03787365          | 1000 BULBS                                   | 473.43      |           |
| 11/21/2023                    | INVOICE                      | 1483               | LIQUID SURGE CONTROL - SURGE BUSTER          | 1,105.19    |           |
| 11/21/2023                    | INVOICE                      | 113-7956388-897060 | AMAZON - TRASH BAGS                          | 36.77       |           |
| 11/21/2023                    | INVOICE                      | 793053             | HYVEE - HALLOWEEN CANDY FOR TRUNK OR TREAT   | 72.97       |           |
| 11/21/2023                    | INVOICE                      | 113-3227753-277303 | INDEX CARDSTOCK, MAGNETIC LABEL HOLDERS      | 48.79       |           |
| 11/21/2023                    | INVOICE                      | 1182106            | NATIONAL MEMBERSHIP                          | 299.00      |           |
| 11/21/2023                    | INVOICE                      | 02254              | NEBRASKA FLOODPLAN ANNUAL MEETING-BOSWELL    | 20.00       |           |
| 11/21/2023                    | INVOICE                      | 02253              | NEBRASKA FLOODPLAIN ANNUAL MEETING-BENCK     | 20.00       |           |
| 11/21/2023                    | INVOICE                      | 10.21.2023         | FACEBOOK AD                                  | 30.00       |           |
| 11/21/2023                    | INVOICE                      | 11012023BHM        | BHM WORLD HERALD SUBSCRIPTION                | 29.99       |           |
| 11/21/2023                    | INVOICE                      | SS634868743        | SAFETY SIGN.COM - CONCEALED HAND GUNS PROHIB | 117.99      |           |
| 11/21/2023                    | INVOICE                      | 0006065            | UBER IN SIDNEY                               | 30.50       |           |
| 11/21/2023                    | INVOICE                      | 10202023           | FOREIGN TRAN FEE IN SIDNEY                   | 0.90        |           |
| 11/21/2023                    | INVOICE                      | ORD00060233        | WORTHINGTON DIRECT - FOLDING CHAIRS, CHAIR ( | 3,493.00    |           |
| 11/21/2023                    | INVOICE                      | 0162328222261      | CHECKED BAGS                                 | 70.00       |           |
| 11/21/2023                    | INVOICE                      | 50080              | OMAHA EPLEY SHORT TERM PARKING               | 66.00       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity | Inv/Check #        | Description                                  | Invoice Amt | Check Amt |
|--------------------------|-------------------------|--------------------|----------------------------------------------|-------------|-----------|
| 11/21/2023               | INVOICE                 | 9499523849         | SIXT - RENTAL CAR                            | 50.97       |           |
| 11/21/2023               | INVOICE                 | 000080479          | INTERNATIONAL ASSOC OF FIRE CHIEFS - MEMBER: | 240.00      |           |
| 11/21/2023               | INVOICE                 | 1187-6967          | STATPACKS                                    | 195.00      |           |
| 11/21/2023               | INVOICE                 | 9499523849         | SIXT RENTAL CAR TOLL FEE                     | 32.50       |           |
| 11/21/2023               | INVOICE                 | 23-50409           | STAT PACKS                                   | 46.50       |           |
| 11/21/2023               | INVOICE                 | 2496837/1          | WOODHOUSE2019 FORD AMBULANCE SPINDLE ROD, A: | 815.03      |           |
| 11/21/2023               | INVOICE                 | 100120             | COLUMBUS AREA CHAMBER                        | 90.00       |           |
| 11/21/2023               | INVOICE                 | 921982             | RUNZA                                        | 89.70       |           |
| 11/21/2023               | INVOICE                 | 1178810            | TANGIBLE VALUES INC- TAX FORMS & ENVELOPES   | 147.36      |           |
| 11/21/2023               | INVOICE                 | W1480209633        | APPLE.COM IPAD PRO - LOONTJER QM             | 1,282.93    |           |
| 11/21/2023               | INVOICE                 | 114-2110583-038744 | AMAZON - EARPIECE UHL QM                     | 19.99       |           |
| 11/21/2023               | INVOICE                 | 27574              | HYPERLITE - HIGH BAY LIGHT, LED PARKING LOT  | 203.98      |           |
| 11/21/2023               | INVOICE                 | 35232358           | BOMGAARS - HAND WIPES, SNAP                  | 34.84       |           |
| 11/21/2023               | INVOICE                 | 133054             | PACKTRACK - YEARLY HANDLER SUBSCRIPTION 10/: | 140.00      |           |
| 11/21/2023               | INVOICE                 | 11.21.2023         | NEBRASKA NOTARY ASSOC - OLSUFKA              | 107.00      |           |
| 11/21/2023               | INVOICE                 | 5665483            | FILE FOLDERS, JUMBO PAPER CLIPS, AA & AAA B: | 102.43      |           |
| 11/21/2023               | INVOICE                 | 113-2241602-434024 | AMAZON - EMERGENCY GLOW STICKS               | 46.98       |           |
| 11/21/2023               | INVOICE                 | INV16812           | SEILER INSTRUMENT - SOFTWARE TRIMBLE FORENS: | 1,040.00    |           |
| 11/21/2023               | INVOICE                 | 11.21.2023         | NATIONAL AWARDS PROGRAM                      | 30.00       |           |
| 11/21/2023               | INVOICE                 | 10.31.2023         | HOMEFRONT PROTECTIVE GROUP - VIRTUAL CLASSR: | 95.00       |           |
| 11/21/2023               | INVOICE                 | 300081841          | FBI-LEEDA - ACTIVE MEMBERSHIP                | 50.00       |           |
| 11/21/2023               | INVOICE                 | 10.23.2023         | TRAINING IN SARPY COUNTY - MEALS             | 137.97      |           |
| 11/21/2023               | INVOICE                 | 88784              | FAIRFIELD BY MARRIOTT                        | 321.00      |           |
| 11/21/2023               | INVOICE                 | 0015               | HYVEE - SEEDLESS WATERMELON                  | 6.99        |           |
| 11/21/2023               | INVOICE                 | 4227               | DOLLAR TREE - BRUSH SET, PUMPKIN CARVING KI: | 30.76       |           |
| 11/21/2023               | INVOICE                 | 971304             | HYVEE - HOT DOG BUNS, HOTDOGS                | 154.46      |           |
| 11/21/2023               | INVOICE                 | 100121             | COLUMBUS AREA CHAMBER                        | 50.00       |           |
| 11/21/2023               | INVOICE                 | 13057523           | CROWN AWARDS                                 | 82.91       |           |
| 11/21/2023               | INVOICE                 | 114-6160204-584186 | AMAZON - ROCKER SWITCH                       | 18.99       |           |
| 11/21/2023               | INVOICE                 | 27953775           | WHEN TO WORK - ONLINE SCHEDULING             | 650.00      |           |
| 11/21/2023               | INVOICE                 | 13516251           | FACEBOOK ADS                                 | 167.55      |           |
| 11/21/2023               | INVOICE                 | 1CCNM28            | CDW GOVERNMENT - CISCO SFP TRANSCEIVER MODU: | 980.32      |           |
| 11/21/2023               | INVOICE                 | 112-5279560-853626 | AMAZON - THERMAL RECEIPT PRINTER             | 228.00      |           |
| 11/21/2023               | INVOICE                 | 112-1235387-288345 | AMAZON - SHARK VACUUM                        | 269.99      |           |
| 11/21/2023               | INVOICE                 | 112-6522513-213861 | AMAZON - WIRELESS KEYBOARD & MOUSE COMBO     | 64.99       |           |
| 11/21/2023               | INVOICE                 | 112-75315780039438 | AMAZON - DESK OUTLET                         | 18.42       |           |
| 11/21/2023               | INVOICE                 | 112-3618742-147864 | FLOOR MATS                                   | 191.98      |           |
| 11/21/2023               | INVOICE                 | 112-2165681-978026 | AMAZON - APC 750VA SMART UPS WITH SMART CON: | 384.91      |           |
| 11/21/2023               | INVOICE                 | 112-9866812-386183 | AMAZON - CARBURETOR                          | 23.97       |           |
| 11/21/2023               | INVOICE                 | 112-9028449-151466 | AMAZON - COMPRESSOR START RELAY              | 38.98       |           |
| 11/21/2023               | INVOICE                 | 112-4830199-677865 | AMAZON - SD CARD READER USB                  | 32.32       |           |
| 11/21/2023               | INVOICE                 | CS46374            | BARRACUDA - EMAIL SECURITY GATEWAY           | 2,628.00    |           |
| 11/21/2023               | INVOICE                 | 112-0695430-781144 | AMAZON - TONER CARTRIDGES                    | 432.41      |           |
| 11/21/2023               | INVOICE                 | 112-2667153-545224 | AMAZON - WALL MOUNTED FILE HOLDER            | 146.28      |           |
| 11/21/2023               | INVOICE                 | 112-2681123-743620 | AMAZON - ON OFF TOGGLE SWITCH, OFFROAD DRIV: | 416.18      |           |
| 11/21/2023               | INVOICE                 | 17                 | SWEET HARVEST POPCORN                        | 8.00        |           |
| 11/21/2023               | INVOICE                 | 114-4365133-940185 | AMAZON - POKEMON TRICK OR TRADE BOOSTER BUN: | 99.95       |           |
| 11/21/2023               | INVOICE                 | 569647             | SUBWAY GIFT CARDS                            | 20.00       |           |
| 11/21/2023               | INVOICE                 | 339882             | MCDONALDS GIFT CARDS                         | 20.00       |           |
| 11/21/2023               | INVOICE                 | 198058             | FREDDY'S GIFT CARDS                          | 20.00       |           |
| 11/21/2023               | INVOICE                 | 12043860           | PIZZA RANCH GIFT CARD                        | 10.00       |           |
| 11/21/2023               | INVOICE                 | 12043752           | PIZZA RANCH GIFT CARD                        | 10.00       |           |
| 11/21/2023               | INVOICE                 | 5091               | RUNZA GIFT CARDS                             | 20.00       |           |
| 11/21/2023               | INVOICE                 | 332141             | DAIRY QUEEN GIFT CARDS                       | 30.00       |           |
| 11/21/2023               | INVOICE                 | 100112             | COLUMBUS AREA CHAMBER                        | 140.00      |           |
| 11/21/2023               | INVOICE                 | 111-5842473-818904 | AMAZON - 3 STEP STOOLS                       | 205.44      |           |
| 11/21/2023               | INVOICE                 | 104                | SONIC GIFT CARDS                             | 20.00       |           |

| Vendor Code<br>Post Date      | Vendor Name<br>Activity | Inv/Check #        | Description                                 | Invoice Amt | Check Amt |
|-------------------------------|-------------------------|--------------------|---------------------------------------------|-------------|-----------|
| 11/21/2023                    | INVOICE                 | 111-3809758-484181 | AMAZON - BUBBLE MAILERS                     | 34.50       |           |
| 11/21/2023                    | INVOICE                 | 111-8078926-352903 | PACKING TAPE                                | 29.68       |           |
| 11/21/2023                    | INVOICE                 | 111-9253003-262106 | AMAZON - BLACK LABEL TAPE, WHITE TENSION RO | 52.11       |           |
| 11/21/2023                    | INVOICE                 | 114-4429558-396025 | AMAZON - HEADPHONES                         | 98.00       |           |
| 11/21/2023                    | INVOICE                 | HD01430600029EUS   | ADOBE CREATIVE CLOUD ALL APPS               | 34.99       |           |
| 11/21/2023                    | INVOICE                 | 114-9285813-644741 | AMAZON - HEAT PROOF MITS, WIRELESS KEYBOARD | 207.56      |           |
| 11/21/2023                    | INVOICE                 | 114-3669900-670261 | AMAZON - LOCK BOX, NOTEBOOK, ADDRESS LABELS | 98.40       |           |
| 11/21/2023                    | INVOICE                 | 111-3456571-125944 | AMAZON - KEYCHAIN BRACELET, INDEX CARDSTOCK | 73.84       |           |
| 11/21/2023                    | INVOICE                 | 113-8074657-516503 | AMAZON - DVD'S                              | 136.53      |           |
| 11/21/2023                    | INVOICE                 | 111-2922458-213305 | AMAZON - OPEN/CLOSED SIGN, SUCTION CUPS, MA | 207.19      |           |
| 11/21/2023                    | INVOICE                 | 111-8041640-624025 | AMAZON - AMAZON GIFT CARDS                  | 150.00      |           |
| 11/21/2023                    | INVOICE                 | 111-7026672-227066 | AMAZON REFUND - TENSION ROD                 | (14.99)     |           |
| 11/21/2023                    | INVOICE                 | 6623658224349974   | META PLATFORMS - ULTRAWINGS                 | 9.04        |           |
| 11/21/2023                    | INVOICE                 | 111-1084559-412426 | AMAZON - NEXIGO WIRELESS CONTROLLER         | 39.99       |           |
| 11/21/2023                    | INVOICE                 | 10.29.2023         | CONSTANT CONTACT                            | 76.95       |           |
| Total:                        |                         |                    |                                             | 20,375.25   |           |
| Net of 89 Invoices / 0 Checks |                         |                    |                                             | 20,375.25   |           |
| 00169                         | FRONTIER                |                    |                                             |             |           |
| 11/21/2023                    | INVOICE                 | 40256277850209002  | NWP ALARM 10/30/23 TO 11/29/23              | 94.32       |           |
| 11/21/2023                    | INVOICE                 | 30818802060523942  | E911 PHONE CHARGES 10/30/23 TO 11/29/23     | 304.06      |           |
| 11/21/2023                    | INVOICE                 | 30818801750912722  | PHONE/INTERNET/FAX LINES                    | 2,524.86    |           |
| Total:                        |                         |                    |                                             | 2,923.24    |           |
| Net of 3 Invoices / 0 Checks  |                         |                    |                                             | 2,923.24    |           |
| 02817                         | FULL THROTTLE TRUCK &   |                    |                                             |             |           |
| 11/21/2023                    | INVOICE                 | INV-808            | REPLACE BRAKES                              | 565.84      |           |
| Total:                        |                         |                    |                                             | 565.84      |           |
| Net of 1 Invoices / 0 Checks  |                         |                    |                                             | 565.84      |           |
| 00459                         | GALE                    |                    |                                             |             |           |
| 11/21/2023                    | INVOICE                 | 82876801           | MATERIALS                                   | 512.63      |           |
| Total:                        |                         |                    |                                             | 512.63      |           |
| Net of 1 Invoices / 0 Checks  |                         |                    |                                             | 512.63      |           |
| 03172                         | GALLS LLC               |                    |                                             |             |           |
| 11/21/2023                    | INVOICE                 | 026012963          | MENS PDU SS TWILL CLASS A SHIRT             | 265.12      |           |
| Total:                        |                         |                    |                                             | 265.12      |           |
| Net of 1 Invoices / 0 Checks  |                         |                    |                                             | 265.12      |           |
| 03174                         | GEHRING CONSTRUCTION &  |                    |                                             |             |           |
| 11/21/2023                    | INVOICE                 | 73668              | 43RD AVE & 31ST STREET                      | 1,334.75    |           |
| 11/21/2023                    | INVOICE                 | 73525              | WIRE TIES                                   | 111.89      |           |
| Total:                        |                         |                    |                                             | 1,446.64    |           |
| Net of 2 Invoices / 0 Checks  |                         |                    |                                             | 1,446.64    |           |
| 00303                         | GENE STEFFY FORD        |                    |                                             |             |           |
| 11/21/2023                    | INVOICE                 | 23111A             | 2017 GMC ACADIA                             | 17,207.00   |           |
| Total:                        |                         |                    |                                             | 17,207.00   |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity                 | Inv/Check #        | Description                                 | Invoice Amt          | Check Amt |
|--------------------------|-----------------------------------------|--------------------|---------------------------------------------|----------------------|-----------|
|                          |                                         |                    | Net of 1 Invoices / 0 Checks                | 17,207.00            |           |
| 03178<br>11/21/2023      | GERHOLD CONCRETE COMPANY<br>INVOICE     | 426266             | 32ND AVE & 13TH ST                          | 509.16               |           |
|                          |                                         |                    | Total:<br>Net of 1 Invoices / 0 Checks      | 509.16<br>509.16     |           |
| 10401<br>11/21/2023      | GOLFNOW<br>INVOICE                      | INV00083688        | WEBSITE/EMAIL HOSTING                       | 185.66               |           |
|                          |                                         |                    | Total:<br>Net of 1 Invoices / 0 Checks      | 185.66<br>185.66     |           |
| 02594<br>11/21/2023      | GREAT PLAINS BUILDING SUPPLY<br>INVOICE | 2311-520774        | 4 - 2X6- 16 SPF                             | 49.84                |           |
|                          |                                         |                    | Total:<br>Net of 1 Invoices / 0 Checks      | 49.84<br>49.84       |           |
| 02075<br>11/21/2023      | GREAT PLAINS COMMUNICATIONS<br>INVOICE  | 125755 996-426-002 | INTERNET 11/01 - 11/30                      | 199.95               |           |
|                          |                                         |                    | Total:<br>Net of 1 Invoices / 0 Checks      | 199.95<br>199.95     |           |
| MISC<br>11/21/2023       | GRIESMAN PRESTON<br>INVOICE             | 11/13/2023         | UB refund for account: 300-52240-01         | 57.42                |           |
|                          |                                         |                    | Total:<br>Net of 1 Invoices / 0 Checks      | 57.42<br>57.42       |           |
| 11017<br>11/21/2023      | GUTIERREZ JUAN<br>INVOICE               | 11.08.2023         | POSTAGE TO RETURN PACKAGE                   | 12.45                |           |
|                          |                                         |                    | Total:<br>Net of 1 Invoices / 0 Checks      | 12.45<br>12.45       |           |
| 00272<br>11/21/2023      | HAWKINS INC<br>INVOICE                  | 6619833            | CHEMICALS                                   | 2,077.37             |           |
|                          |                                         |                    | Total:<br>Net of 1 Invoices / 0 Checks      | 2,077.37<br>2,077.37 |           |
| 03185<br>11/21/2023      | HDR ENGINEERING INC<br>INVOICE          | 1200568051         | DESIGN & CONSTRUCTION PHASE LOST CREEK PRKW | 5,103.38             |           |
| 11/21/2023               | INVOICE                                 | 1200568048         | LOST CREEK PARKWAY SEWER PROJECT            | 4,849.17             |           |
|                          |                                         |                    | Total:<br>Net of 2 Invoices / 0 Checks      | 9,952.55<br>9,952.55 |           |
| 01424<br>11/21/2023      | HEARTLAND NATURAL GAS LLC<br>INVOICE    | 127272             | NATURAL GAS                                 | 700.38               |           |
| 11/21/2023               | INVOICE                                 | 127273             | NATURAL GAS                                 | 434.94               |           |
| 11/21/2023               | INVOICE                                 | 127276             | NATURAL GAS                                 | 15.85                |           |
| 11/21/2023               | INVOICE                                 | 127278             | NATURAL GAS                                 | 215.59               |           |

| Vendor Code<br>Post Date      | Vendor Name<br>Activity      | Inv/Check # | Description                                 | Invoice Amt | Check Amt |
|-------------------------------|------------------------------|-------------|---------------------------------------------|-------------|-----------|
| 11/21/2023                    | INVOICE                      | 127277      | NATURAL GAS                                 | 1,093.61    |           |
| 11/21/2023                    | INVOICE                      | 127270      | NATURAL GAS                                 | 72.60       |           |
| 11/21/2023                    | INVOICE                      | 127264      | NATURAL GAS                                 | 742.45      |           |
| 11/21/2023                    | INVOICE                      | 127267      | NATURAL GAS                                 | 40.60       |           |
| 11/21/2023                    | INVOICE                      | 127266      | NATURAL GAS                                 | 168.38      |           |
| 11/21/2023                    | INVOICE                      | 127265      | NATURAL GAS                                 | 29.33       |           |
| 11/21/2023                    | INVOICE                      | 127271      | NATURAL GAS                                 | 35.93       |           |
| 11/21/2023                    | INVOICE                      | 127269      | NATURAL GAS                                 | 12.08       |           |
| Total:                        |                              |             |                                             | 3,561.74    |           |
| Net of 12 Invoices / 0 Checks |                              |             |                                             | 3,561.74    |           |
| 10975                         | HEARTLAND OFFICE CLEANERS    |             |                                             |             |           |
| 11/21/2023                    | INVOICE                      | 21348       | NOV CLEANING                                | 500.00      |           |
| Total:                        |                              |             |                                             | 500.00      |           |
| Net of 1 Invoices / 0 Checks  |                              |             |                                             | 500.00      |           |
| 01122                         | HOA SOLUTIONS INC            |             |                                             |             |           |
| 11/21/2023                    | INVOICE                      | 11477       | MOXA REMOTE ETHERNET, 360 TWISTED SHIELDED, | 6,408.02    |           |
| Total:                        |                              |             |                                             | 6,408.02    |           |
| Net of 1 Invoices / 0 Checks  |                              |             |                                             | 6,408.02    |           |
| 00403                         | HOWERTER MD MARK S           |             |                                             |             |           |
| 11/21/2023                    | INVOICE                      | 11.01.2023  | EMERGENCY MEDICAL DIRECTOR-JCC              | 655.00      |           |
| 11/21/2023                    | INVOICE                      | 11.01.2023  | EMERGENCY MEDICAL DIRECTOR                  | 655.00      |           |
| Total:                        |                              |             |                                             | 1,310.00    |           |
| Net of 2 Invoices / 0 Checks  |                              |             |                                             | 1,310.00    |           |
| 03192                         | HY-VEE INC                   |             |                                             |             |           |
| 11/21/2023                    | INVOICE                      | 5884072521  | FRITO LAY, HOT DOG BUNS, HALLOWEEN CANDY    | 192.88      |           |
| 11/21/2023                    | INVOICE                      | 5884160526  | HALLOWEEN CANDY                             | 188.91      |           |
| 11/21/2023                    | INVOICE                      | 5884362037  | PAPER PRODUCTS FOR POTLUCK                  | 71.97       |           |
| 11/21/2023                    | INVOICE                      | 5884469599  | GROCERIES                                   | 27.98       |           |
| 11/21/2023                    | INVOICE                      | 5884338409  | HALLOWEEN CANDY                             | 85.92       |           |
| 11/21/2023                    | INVOICE                      | 5884395131  | PRE-COOKED HAMBURGER PATTIES FOR LUNCH 11/2 | 159.98      |           |
| 11/21/2023                    | INVOICE                      | 5884425573  | POP, CHIPS, COOKIES, WATER                  | 76.62       |           |
| 11/21/2023                    | INVOICE                      | 5884103263  | GROCERIES                                   | 32.80       |           |
| 11/21/2023                    | INVOICE                      | 5884103377  | CANDY                                       | 102.35      |           |
| 11/21/2023                    | INVOICE                      | 5883772944  | CANDY                                       | 125.20      |           |
| 11/21/2023                    | INVOICE                      | 5883772828  | COOKIES                                     | 27.96       |           |
| 11/21/2023                    | INVOICE                      | 5883693795  | COOKIES                                     | 35.94       |           |
| 11/21/2023                    | INVOICE                      | 5883532337  | DINNER ROLLS                                | 11.97       |           |
| Total:                        |                              |             |                                             | 1,140.48    |           |
| Net of 13 Invoices / 0 Checks |                              |             |                                             | 1,140.48    |           |
| 10677                         | IMAGE TECH & PRINTING        |             |                                             |             |           |
| 11/21/2023                    | INVOICE                      | 10177       | SCORE CARDS                                 | 1,214.90    |           |
| Total:                        |                              |             |                                             | 1,214.90    |           |
| Net of 1 Invoices / 0 Checks  |                              |             |                                             | 1,214.90    |           |
| 03194                         | INGRAM LIBRARY SERVICES, INC |             |                                             |             |           |

| Vendor Code<br>Post Date      | Vendor Name<br>Activity | Inv/Check # | Description                                 | Invoice Amt | Check Amt |
|-------------------------------|-------------------------|-------------|---------------------------------------------|-------------|-----------|
| 11/21/2023                    | INVOICE                 | 78224327    | MATERIALS                                   | 250.57      |           |
| 11/21/2023                    | INVOICE                 | 78224328    | MATERIALS                                   | 16.99       |           |
| 11/21/2023                    | INVOICE                 | 78267394    | MATERIALS                                   | 375.17      |           |
| 11/21/2023                    | INVOICE                 | 78328172    | MATERIALS                                   | 20.06       |           |
| 11/21/2023                    | INVOICE                 | 78339422    | MATERIALS                                   | 235.68      |           |
| 11/21/2023                    | INVOICE                 | 78339423    | MATERIALS                                   | 247.64      |           |
| 11/21/2023                    | INVOICE                 | 78348271    | MATERIALS                                   | 44.70       |           |
| 11/21/2023                    | INVOICE                 | 78393382    | MATERIALS                                   | 1,619.48    |           |
| 11/21/2023                    | INVOICE                 | 78417584    | MATERIALS                                   | 77.64       |           |
| 11/21/2023                    | INVOICE                 | 78466015    | MATERIALS                                   | 59.96       |           |
| 11/21/2023                    | INVOICE                 | 78498921    | MATERIALS                                   | 67.99       |           |
| 11/21/2023                    | INVOICE                 | 78546736    | MATERIALS                                   | 27.53       |           |
| 11/21/2023                    | INVOICE                 | 78613390    | MATERIALS                                   | 110.40      |           |
| Total:                        |                         |             |                                             | 3,153.81    |           |
| Net of 13 Invoices / 0 Checks |                         |             |                                             | 3,153.81    |           |
| 03199                         | JACKSON SERVICES INC    |             |                                             |             |           |
| 11/21/2023                    | INVOICE                 | 5163269     | MATS                                        | 43.59       |           |
| 11/21/2023                    | INVOICE                 | 5167314     | UNIFORMS                                    | 74.58       |           |
| 11/21/2023                    | INVOICE                 | 5167313     | UNIFORMS                                    | 26.64       |           |
| 11/21/2023                    | INVOICE                 | 5167307     | MATS                                        | 55.66       |           |
| 11/21/2023                    | INVOICE                 | 5166607     | MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPES, | 134.59      |           |
| 11/21/2023                    | INVOICE                 | 5164223     | MAT                                         | 2.92        |           |
| 11/21/2023                    | INVOICE                 | 5164222     | UNIFORMS                                    | 99.20       |           |
| 11/21/2023                    | INVOICE                 | 5164214     | UNIFORMS                                    | 135.60      |           |
| 11/21/2023                    | INVOICE                 | 5164221     | UNIFORMS                                    | 132.90      |           |
| 11/21/2023                    | INVOICE                 | 5170951     | PAPER TOWEL, MAT, BAR TOWELS, SHOP TOWELS   | 84.34       |           |
| 11/21/2023                    | INVOICE                 | 5169276     | MATS, ROLLER TOWELS, UNIFORMS               | 165.97      |           |
| 11/21/2023                    | INVOICE                 | 5169279     | UNIFORMS                                    | 27.56       |           |
| 11/21/2023                    | INVOICE                 | 5169277     | UNIFORMS                                    | 99.61       |           |
| 11/21/2023                    | INVOICE                 | 5169267     | UNIFORMS                                    | 136.01      |           |
| 11/21/2023                    | INVOICE                 | 5162259     | UNIFORMS                                    | 74.14       |           |
| 11/21/2023                    | INVOICE                 | 5162255     | MAT                                         | 27.26       |           |
| 11/21/2023                    | INVOICE                 | 5169266     | SHOP TOWELS, UNIFORMS                       | 251.91      |           |
| 11/21/2023                    | INVOICE                 | 5167216     | UNIFORMS                                    | 243.89      |           |
| 11/21/2023                    | INVOICE                 | 5089599     | CREDIT                                      | (42.92)     |           |
| 11/21/2023                    | INVOICE                 | 5164224     | UNIFORMS                                    | 27.15       |           |
| 11/21/2023                    | INVOICE                 | 5162258     | UNIFORMS                                    | 26.23       |           |
| 11/21/2023                    | INVOICE                 | 5157817     | UNIFORMS                                    | 74.11       |           |
| Total:                        |                         |             |                                             | 1,900.94    |           |
| Net of 22 Invoices / 0 Checks |                         |             |                                             | 1,900.94    |           |
| 00523                         | JOHN DEERE FINANCIAL    |             |                                             |             |           |
| 11/21/2023                    | INVOICE                 | 4002009     | GASKET                                      | 2.65        |           |
| Total:                        |                         |             |                                             | 2.65        |           |
| Net of 1 Invoices / 0 Checks  |                         |             |                                             | 2.65        |           |
| 03201                         | K-C AUTO SUPPLY INC     |             |                                             |             |           |
| 11/21/2023                    | INVOICE                 | 140510      | FLEXIBLE FOAM, SEAM SEALER                  | 124.63      |           |
| Total:                        |                         |             |                                             | 124.63      |           |
| Net of 1 Invoices / 0 Checks  |                         |             |                                             | 124.63      |           |
| 03202                         | KELLY SUPPLY COMPANY    |             |                                             |             |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity     | Inv/Check #   | Description                                | Invoice Amt | Check Amt |
|--------------------------|-----------------------------|---------------|--------------------------------------------|-------------|-----------|
| 11/21/2023               | INVOICE                     | S12289975-0   | PLANT MASTER 200 BLACK, GATES STEM         | 48.64       |           |
| 11/21/2023               | INVOICE                     | S12289746-0   | BALL VALVE                                 | 24.78       |           |
|                          |                             |               | Total:                                     | 73.42       |           |
|                          |                             |               | Net of 2 Invoices / 0 Checks               | 73.42       |           |
| 02236                    | LANGUAGE LINE SERVICES INC  |               |                                            |             |           |
| 11/21/2023               | INVOICE                     | 11134677      | OVER THE PHONE INTERPRETATION              | 82.13       |           |
| 11/21/2023               | INVOICE                     | 11130941      | OVER THE PHONE INTERPRETATION              | 152.87      |           |
|                          |                             |               | Total:                                     | 235.00      |           |
|                          |                             |               | Net of 2 Invoices / 0 Checks               | 235.00      |           |
| 01183                    | LARM (LEAGUE ASSOCIATION OF |               |                                            |             |           |
| 11/21/2023               | INVOICE                     | 108693        | CREDIT - ENDORSEMENT #8                    | (439.54)    |           |
| 11/21/2023               | INVOICE                     | 108619        | ENDORSEMENT #6                             | 700.94      |           |
|                          |                             |               | Total:                                     | 261.40      |           |
|                          |                             |               | Net of 2 Invoices / 0 Checks               | 261.40      |           |
| 00822                    | LINCOLN WINWATER WORKS      |               |                                            |             |           |
| 11/21/2023               | INVOICE                     | 09769701      | 8 - GASKET/T-BOLTS                         | 355.90      |           |
|                          |                             |               | Total:                                     | 355.90      |           |
|                          |                             |               | Net of 1 Invoices / 0 Checks               | 355.90      |           |
| 10229                    | LINGO                       |               |                                            |             |           |
| 11/21/2023               | INVOICE                     | 1197293925    | E911 PHONE SERVICE 10/01/2023 - 10/31/2023 | 51.70       |           |
|                          |                             |               | Total:                                     | 51.70       |           |
|                          |                             |               | Net of 1 Invoices / 0 Checks               | 51.70       |           |
| 03214                    | LOUP POWER DISTRICT         |               |                                            |             |           |
| 11/21/2023               | INVOICE                     | 169136 NOV 23 | ELECTRICITY                                | 41.04       |           |
| 11/21/2023               | INVOICE                     | 169003 NOV 23 | ELECTRICITY                                | 25.20       |           |
| 11/21/2023               | INVOICE                     | 169004 NOV 23 | ELECTRICITY                                | 837.68      |           |
| 11/21/2023               | INVOICE                     | 169005 NOV 23 | ELECTRICITY                                | 50.68       |           |
| 11/21/2023               | INVOICE                     | 169008 NOV 23 | ELECTRICITY                                | 27.44       |           |
| 11/21/2023               | INVOICE                     | 169009 NOV 23 | ELECTRICITY                                | 26.62       |           |
| 11/21/2023               | INVOICE                     | 169016 NOV 23 | ELECTRICITY                                | 204.90      |           |
| 11/21/2023               | INVOICE                     | 169017 NOV 23 | ELECTRICITY                                | 25.00       |           |
| 11/21/2023               | INVOICE                     | 169018 NOV 23 | ELECTRICITY                                | 3.08        |           |
| 11/21/2023               | INVOICE                     | 169019 NOV 23 | ELECTRICITY                                | 52.24       |           |
| 11/21/2023               | INVOICE                     | 169020 NOV 23 | ELECTRICITY                                | 12.91       |           |
| 11/21/2023               | INVOICE                     | 169022 NOV 23 | ELECTRICITY                                | 25.51       |           |
| 11/21/2023               | INVOICE                     | 169023 NOV 23 | ELECTRICITY                                | 239.11      |           |
| 11/21/2023               | INVOICE                     | 169024 NOV 23 | ELECTRICITY                                | 54.78       |           |
| 11/21/2023               | INVOICE                     | 169026 NOV 23 | ELECTRICITY                                | 99.40       |           |
| 11/21/2023               | INVOICE                     | 169027 NOV 23 | ELECTRICITY                                | 12.91       |           |
| 11/21/2023               | INVOICE                     | 169028 NOV 23 | ELECTRICITY                                | 432.97      |           |
| 11/21/2023               | INVOICE                     | 169029 NOV 23 | ELECTRICITY                                | 691.01      |           |
| 11/21/2023               | INVOICE                     | 169030 NOV 23 | ELECTRICITY                                | 120.30      |           |
| 11/21/2023               | INVOICE                     | 169031 NOV 23 | ELECTRICITY                                | 86.95       |           |
| 11/21/2023               | INVOICE                     | 169033 NOV 23 | ELECTRICITY                                | 36.18       |           |
| 11/21/2023               | INVOICE                     | 169034 NOV 23 | ELECTRICITY                                | 26.02       |           |
| 11/21/2023               | INVOICE                     | 169035 NOV 23 | ELECTRICITY                                | 25.41       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity | Inv/Check #   | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------|---------------|-------------|-------------|-----------|
| 11/21/2023               | INVOICE                 | 169036 NOV 23 | ELECTRICITY | 186.42      |           |
| 11/21/2023               | INVOICE                 | 169038 NOV 23 | ELECTRICITY | 4,177.71    |           |
| 11/21/2023               | INVOICE                 | 169039 NOV 23 | ELECTRICITY | 25.00       |           |
| 11/21/2023               | INVOICE                 | 169041 NOV 23 | ELECTRICITY | 32.61       |           |
| 11/21/2023               | INVOICE                 | 169043 NOV 23 | ELECTRICITY | 34.64       |           |
| 11/21/2023               | INVOICE                 | 169044 NOV 23 | ELECTRICITY | 38.20       |           |
| 11/21/2023               | INVOICE                 | 169045 NOV 23 | ELECTRICITY | 38.20       |           |
| 11/21/2023               | INVOICE                 | 169048 NOV 23 | ELECTRICITY | 25.00       |           |
| 11/21/2023               | INVOICE                 | 169049 NOV 23 | ELECTRICITY | 521.22      |           |
| 11/21/2023               | INVOICE                 | 169050 NOV 23 | ELECTRICITY | 136.17      |           |
| 11/21/2023               | INVOICE                 | 169051 NOV 23 | ELECTRICITY | 25.51       |           |
| 11/21/2023               | INVOICE                 | 169053 NOV 23 | ELECTRICITY | 41.56       |           |
| 11/21/2023               | INVOICE                 | 169055 NOV 23 | ELECTRICITY | 25.61       |           |
| 11/21/2023               | INVOICE                 | 169056 NOV 23 | ELECTRICITY | 39.82       |           |
| 11/21/2023               | INVOICE                 | 169057 NOV 23 | ELECTRICITY | 25.51       |           |
| 11/21/2023               | INVOICE                 | 169058 NOV 23 | ELECTRICITY | 39.62       |           |
| 11/21/2023               | INVOICE                 | 169060 NOV 23 | ELECTRICITY | 28.25       |           |
| 11/21/2023               | INVOICE                 | 169061 NOV 23 | ELECTRICITY | 32.21       |           |
| 11/21/2023               | INVOICE                 | 169062 NOV 23 | ELECTRICITY | 161.20      |           |
| 11/21/2023               | INVOICE                 | 169064 NOV 23 | ELECTRICITY | 32.92       |           |
| 11/21/2023               | INVOICE                 | 169065 NOV 23 | ELECTRICITY | 520.96      |           |
| 11/21/2023               | INVOICE                 | 169066 NOV 23 | ELECTRICITY | 47.03       |           |
| 11/21/2023               | INVOICE                 | 169069 NOV 23 | ELECTRICITY | 63.00       |           |
| 11/21/2023               | INVOICE                 | 169072 NOV 23 | ELECTRICITY | 250.00      |           |
| 11/21/2023               | INVOICE                 | 169073 NOV 23 | ELECTRICITY | 36.98       |           |
| 11/21/2023               | INVOICE                 | 169074 NOV 23 | ELECTRICITY | 30.48       |           |
| 11/21/2023               | INVOICE                 | 169077 NOV 23 | ELECTRICITY | 25.71       |           |
| 11/21/2023               | INVOICE                 | 169080 NOV 23 | ELECTRICITY | 125.42      |           |
| 11/21/2023               | INVOICE                 | 169081 NOV 23 | ELECTRICITY | 36.27       |           |
| 11/21/2023               | INVOICE                 | 169082 NOV 23 | ELECTRICITY | 101.47      |           |
| 11/21/2023               | INVOICE                 | 169083 NOV 23 | ELECTRICITY | 1,116.72    |           |
| 11/21/2023               | INVOICE                 | 169084 NOV 23 | ELECTRICITY | 1,379.03    |           |
| 11/21/2023               | INVOICE                 | 169085 NOV 23 | ELECTRICITY | 1,468.96    |           |
| 11/21/2023               | INVOICE                 | 169086 NOV 23 | ELECTRICITY | 1,648.84    |           |
| 11/21/2023               | INVOICE                 | 169087 NOV 23 | ELECTRICITY | 79.10       |           |
| 11/21/2023               | INVOICE                 | 169089 NOV 23 | ELECTRICITY | 33.53       |           |
| 11/21/2023               | INVOICE                 | 169090 NOV 23 | ELECTRICITY | 35.56       |           |
| 11/21/2023               | INVOICE                 | 169091 NOV 23 | ELECTRICITY | 97.71       |           |
| 11/21/2023               | INVOICE                 | 169092 NOV 23 | ELECTRICITY | 81.47       |           |
| 11/21/2023               | INVOICE                 | 169093 NOV 23 | ELECTRICITY | 81.68       |           |
| 11/21/2023               | INVOICE                 | 169094 NOV 23 | ELECTRICITY | 50.29       |           |
| 11/21/2023               | INVOICE                 | 169096 NOV 23 | ELECTRICITY | 495.41      |           |
| 11/21/2023               | INVOICE                 | 169097 NOV 23 | ELECTRICITY | 29.26       |           |
| 11/21/2023               | INVOICE                 | 169098 NOV 23 | ELECTRICITY | 35.13       |           |
| 11/21/2023               | INVOICE                 | 169099 NOV 23 | ELECTRICITY | 25.41       |           |
| 11/21/2023               | INVOICE                 | 169107 NOV 23 | ELECTRICITY | 56.76       |           |
| 11/21/2023               | INVOICE                 | 169112 NOV 23 | ELECTRICITY | 107.93      |           |
| 11/21/2023               | INVOICE                 | 169116 NOV 23 | ELECTRICITY | 53.30       |           |
| 11/21/2023               | INVOICE                 | 169118 NOV 23 | ELECTRICITY | 40.12       |           |
| 11/21/2023               | INVOICE                 | 169120 NOV 23 | ELECTRICITY | 2,279.20    |           |
| 11/21/2023               | INVOICE                 | 169121 NOV 23 | ELECTRICITY | 3,714.80    |           |
| 11/21/2023               | INVOICE                 | 169122 NOV 23 | ELECTRICITY | 2,548.56    |           |
| 11/21/2023               | INVOICE                 | 169123 NOV 23 | ELECTRICITY | 53.83       |           |
| 11/21/2023               | INVOICE                 | 169124 NOV 23 | ELECTRICITY | 62.56       |           |
| 11/21/2023               | INVOICE                 | 169125 NOV 23 | ELECTRICITY | 45.74       |           |
| 11/21/2023               | INVOICE                 | 169126 NOV 23 | ELECTRICITY | 102.44      |           |
| 11/21/2023               | INVOICE                 | 169127 NOV 23 | ELECTRICITY | 46.35       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity | Inv/Check #   | Description             | Invoice Amt | Check Amt |
|--------------------------|-------------------------|---------------|-------------------------|-------------|-----------|
| 11/21/2023               | INVOICE                 | 169130 NOV 23 | ELECTRICITY             | 36.00       |           |
| 11/21/2023               | INVOICE                 | 169131 NOV 23 | ELECTRICITY             | 4.15        |           |
| 11/21/2023               | INVOICE                 | 169132 NOV 23 | ELECTRICITY             | 62.56       |           |
| 11/21/2023               | INVOICE                 | 169133 NOV 23 | ELECTRICITY             | 9,235.20    |           |
| 11/21/2023               | INVOICE                 | 169134 NOV 23 | ELECTRICITY - MUSEUM    | 1,669.44    |           |
| 11/21/2023               | INVOICE                 | 169135 NOV 23 | ELECTRICITY - CITY HALL | 2,415.36    |           |
| 11/21/2023               | INVOICE                 | 400001 NOV 23 | ELECTRICITY             | 734.79      |           |
| 11/21/2023               | INVOICE                 | 400002 NOV 23 | ELECTRICITY             | 727.66      |           |
| 11/21/2023               | INVOICE                 | 400003 NOV 23 | ELECTRICITY             | 247.26      |           |
| 11/21/2023               | INVOICE                 | 400004 NOV 23 | ELECTRICITY             | 661.31      |           |
| 11/21/2023               | INVOICE                 | 400005 NOV 23 | ELECTRICITY             | 27.84       |           |
| 11/21/2023               | INVOICE                 | 400006 NOV 23 | ELECTRICITY             | 25.51       |           |
| 11/21/2023               | INVOICE                 | 400008 NOV 23 | ELECTRICITY             | 25.61       |           |
| 11/21/2023               | INVOICE                 | 400009 NOV 23 | ELECTRICITY             | 47.74       |           |
| 11/21/2023               | INVOICE                 | 400010 NOV 23 | ELECTRICITY             | 34.95       |           |
| 11/21/2023               | INVOICE                 | 400011 NOV 23 | ELECTRICITY             | 27.44       |           |
| 11/21/2023               | INVOICE                 | 400012 NOV 23 | ELECTRICITY             | 28.65       |           |
| 11/21/2023               | INVOICE                 | 400013 NOV 23 | ELECTRICITY             | 33.12       |           |
| 11/21/2023               | INVOICE                 | 400015 NOV 23 | ELECTRICITY             | 262.08      |           |
| 11/21/2023               | INVOICE                 | 400016 NOV 23 | ELECTRICITY             | 52.24       |           |
| 11/21/2023               | INVOICE                 | 400017 NOV 23 | ELECTRICITY             | 44.89       |           |
| 11/21/2023               | INVOICE                 | 400018 NOV 23 | ELECTRICITY             | 43.07       |           |
| 11/21/2023               | INVOICE                 | 400019 NOV 23 | ELECTRICITY             | 130.58      |           |
| 11/21/2023               | INVOICE                 | 400020 NOV 23 | ELECTRICITY             | 941.28      |           |
| 11/21/2023               | INVOICE                 | 400023 NOV 23 | ELECTRICITY             | 150.69      |           |
| 11/21/2023               | INVOICE                 | 400024 NOV 23 | ELECTRICITY             | 34.64       |           |
| 11/21/2023               | INVOICE                 | 400025 NOV 23 | ELECTRICITY             | 71.28       |           |
| 11/21/2023               | INVOICE                 | 400026 NOV 23 | ELECTRICITY             | 26.62       |           |
| 11/21/2023               | INVOICE                 | 400028 NOV 23 | ELECTRICITY             | 84.37       |           |
| 11/21/2023               | INVOICE                 | 400029 NOV 23 | ELECTRICITY             | 83.30       |           |
| 11/21/2023               | INVOICE                 | 400030 NOV 23 | ELECTRICITY             | 45.50       |           |
| 11/21/2023               | INVOICE                 | 400031 NOV 23 | ELECTRICITY             | 115.98      |           |
| 11/21/2023               | INVOICE                 | 400032 NOV 23 | ELECTRICITY             | 84.76       |           |
| 11/21/2023               | INVOICE                 | 400033 NOV 23 | ELECTRICITY             | 122.27      |           |
| 11/21/2023               | INVOICE                 | 400034 NOV 23 | ELECTRICITY             | 25.61       |           |
| 11/21/2023               | INVOICE                 | 400036 NOV 23 | ELECTRICITY             | 1,619.07    |           |
| 11/21/2023               | INVOICE                 | 400037 NOV 23 | ELECTRICITY             | 46.82       |           |
| 11/21/2023               | INVOICE                 | 400039 NOV 23 | ELECTRICITY             | 65.53       |           |
| 11/21/2023               | INVOICE                 | 400040 NOV 23 | ELECTRICITY             | 27,050.82   |           |
| 11/21/2023               | INVOICE                 | 400041 NOV 23 | ELECTRICITY             | 149.74      |           |
| 11/21/2023               | INVOICE                 | 400042 NOV 23 | ELECTRICITY             | 34.34       |           |
| 11/21/2023               | INVOICE                 | 400044 NOV 23 | ELECTRICITY             | 39.17       |           |
| 11/21/2023               | INVOICE                 | 400046 NOV 23 | ELECTRICITY             | 26.38       |           |
| 11/21/2023               | INVOICE                 | 400047 NOV 23 | ELECTRICITY             | 243.58      |           |
| 11/21/2023               | INVOICE                 | 400048 NOV 23 | ELECTRICITY             | 172.21      |           |
| 11/21/2023               | INVOICE                 | 400049 NOV 23 | ELECTRICITY             | 125.52      |           |
| 11/21/2023               | INVOICE                 | 400051 NOV 23 | ELECTRICITY             | 25.00       |           |
| 11/21/2023               | INVOICE                 | 400052 NOV 23 | ELECTRICITY             | 36.47       |           |
| 11/21/2023               | INVOICE                 | 400055 NOV 23 | ELECTRICITY             | 25.00       |           |
| 11/21/2023               | INVOICE                 | 400057 NOV 23 | ELECTRICITY             | 64.52       |           |
| 11/21/2023               | INVOICE                 | 400059 NOV 23 | ELECTRICITY             | 159.18      |           |
| 11/21/2023               | INVOICE                 | 400060 NOV 23 | ELECTRICITY             | 10,190.67   |           |
| 11/21/2023               | INVOICE                 | 400061 NOV 23 | ELECTRICITY             | 37.18       |           |
| 11/21/2023               | INVOICE                 | 400062 NOV 23 | ELECTRICITY             | 36.37       |           |
| 11/21/2023               | INVOICE                 | 400063 NOV 23 | ELECTRICITY             | 35.96       |           |
| 11/21/2023               | INVOICE                 | 400065 NOV 23 | ELECTRICITY             | 8,639.43    |           |
| 11/21/2023               | INVOICE                 | 400068 NOV 23 | ELECTRICITY             | 59.31       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity | Inv/Check #        | Description                                | Invoice Amt                    | Check Amt  |
|--------------------------|-------------------------|--------------------|--------------------------------------------|--------------------------------|------------|
| 11/21/2023               | INVOICE                 | 400069 NOV 23      | ELECTRICITY                                | 35.66                          |            |
| 11/21/2023               | INVOICE                 | 400070 NOV 23      | ELECTRICITY                                | 1,542.16                       |            |
| 11/21/2023               | INVOICE                 | 400071 NOV 23      | ELECTRICITY                                | 45.00                          |            |
| 11/21/2023               | INVOICE                 | 400072 NOV 23      | ELECTRICITY                                | 25.00                          |            |
| 11/21/2023               | INVOICE                 | 400073 NOV 23      | ELECTRICITY                                | 36.27                          |            |
| 11/21/2023               | INVOICE                 | 400075 NOV 23      | ELECTRICITY                                | 36.47                          |            |
| 11/21/2023               | INVOICE                 | 400076 NOV 23      | ELECTRICITY                                | 34.24                          |            |
| 11/21/2023               | INVOICE                 | 400077 NOV 23      | ELECTRICITY                                | 29.57                          |            |
| 11/21/2023               | INVOICE                 | 400079 NOV 23      | ELECTRICITY                                | 197.98                         |            |
| 11/21/2023               | INVOICE                 | 400081 NOV 23      | ELECTRICITY                                | 67.47                          |            |
| 11/21/2023               | INVOICE                 | 400083 NOV 23      | ELECTRICITY                                | 59.81                          |            |
| 11/21/2023               | INVOICE                 | 400084 NOV 23      | ELECTRICITY                                | 43.98                          |            |
| 11/21/2023               | INVOICE                 | 400085 NOV 23      | ELECTRICITY                                | 31.09                          |            |
| 11/21/2023               | INVOICE                 | 400088 NOV 23      | ELECTRICITY                                | 36.21                          |            |
| 11/21/2023               | INVOICE                 | 400089 NOV 23      | ELECTRICITY                                | 96.90                          |            |
| 11/21/2023               | INVOICE                 | 400090 NOV 23      | ELECTRICITY                                | 60.56                          |            |
| 11/21/2023               | INVOICE                 | 400091 NOV 23      | ELECTRICITY                                | 180.51                         |            |
| 11/21/2023               | INVOICE                 | 400092 NOV 23      | ELECTRICITY                                | 28.05                          |            |
| 11/21/2023               | INVOICE                 | 400093 NOV 23      | ELECTRICITY                                | 38.20                          |            |
| 11/21/2023               | INVOICE                 | 400094 NOV 23      | ELECTRICITY                                | 154.89                         |            |
| 11/21/2023               | INVOICE                 | 400095 NOV 23      | ELECTRICITY                                | 127.16                         |            |
| 11/21/2023               | INVOICE                 | 400096 NOV 23      | ELECTRICITY                                | 959.04                         |            |
| 11/21/2023               | INVOICE                 | 400097 NOV 23      | ELECTRICITY                                | 123.93                         |            |
| 11/21/2023               | INVOICE                 | 400098 NOV 23      | ELECTRICITY                                | 98.50                          |            |
| 11/21/2023               | INVOICE                 | 400099 NOV 23      | ELECTRICITY                                | 284.12                         |            |
| 11/21/2023               | INVOICE                 | 169014 NOV 23      | ELECTRICITY                                | 3,107.97                       |            |
|                          |                         |                    |                                            | <hr/>                          |            |
|                          |                         |                    |                                            | Total:                         | 100,558.49 |
|                          |                         |                    |                                            | Net of 163 Invoices / 0 Checks | 100,558.49 |
|                          |                         |                    |                                            |                                |            |
| 01806                    | M & L INC               |                    |                                            |                                |            |
| 11/21/2023               | INVOICE                 | 10.01.2023-10.31.2 | YARD WASTE REMOVAL 10/01/2023 - 10/31/2023 | 4,603.35                       |            |
|                          |                         |                    |                                            | <hr/>                          |            |
|                          |                         |                    |                                            | Total:                         | 4,603.35   |
|                          |                         |                    |                                            | Net of 1 Invoices / 0 Checks   | 4,603.35   |
|                          |                         |                    |                                            |                                |            |
| 03217                    | MAILBOX                 |                    |                                            |                                |            |
| 11/21/2023               | INVOICE                 | 117192             | SHIPPING POLICE TEST                       | 12.78                          |            |
| 11/21/2023               | INVOICE                 | 117125             | NEBRASKA PUBLIC HEALTH                     | 12.54                          |            |
| 11/21/2023               | INVOICE                 | 117202             | SCHULER SCIENTIFIC                         | 55.87                          |            |
| 11/21/2023               | INVOICE                 | 116862             | NEBRASKA PUBLIC HEALTH                     | 11.76                          |            |
| 11/21/2023               | INVOICE                 | 116880             | NEBRASKA PUBLIC HEALTH                     | 11.76                          |            |
| 11/21/2023               | INVOICE                 | 116939             | NEBRASKA PUBLIC HEALTH                     | 12.51                          |            |
| 11/21/2023               | INVOICE                 | 116915             | NEBRASKA PUBLIC HEALTH                     | 41.50                          |            |
| 11/21/2023               | INVOICE                 | 116978             | NEBRASKA PUBLIC HEALTH                     | 15.81                          |            |
| 11/21/2023               | INVOICE                 | 116974             | NEBRASKA PUBLIC HEALTH                     | 12.75                          |            |
| 11/21/2023               | INVOICE                 | 117028             | NEBRASKA PUBLIC HEALTH                     | 12.56                          |            |
| 11/21/2023               | INVOICE                 | 117208             | NEBRASKA PUBLIC HEALTH                     | 12.50                          |            |
| 11/21/2023               | INVOICE                 | 117066             | NEBRASKA PUBLIC HEALTH                     | 12.51                          |            |
| 11/21/2023               | INVOICE                 | 117189             | NEBRASKA PUBLIC HEALTH                     | 12.56                          |            |
| 11/21/2023               | INVOICE                 | 117235             | NEBRASKA PUBLIC HEALTH                     | 11.76                          |            |
| 11/21/2023               | INVOICE                 | 117248             | NEBRASKA PUBLIC HEALTH                     | 12.50                          |            |
| 11/21/2023               | INVOICE                 | 117285             | NEBRASKA PUBLIC HEALTH                     | 12.54                          |            |
| 11/21/2023               | INVOICE                 | 117247             | RETURN TO BOUND TREE                       | 175.69                         |            |
|                          |                         |                    |                                            | <hr/>                          |            |
|                          |                         |                    |                                            | Total:                         | 449.90     |
|                          |                         |                    |                                            | Net of 17 Invoices / 0 Checks  | 449.90     |

| Vendor Code<br>Post Date | Vendor Name<br>Activity                      | Inv/Check #                | Description                                  | Invoice Amt | Check Amt |
|--------------------------|----------------------------------------------|----------------------------|----------------------------------------------|-------------|-----------|
| 10708<br>11/21/2023      | MASTER TECH TRUCK & EQUIPMENT LLC<br>INVOICE | <a href="#">DEAL398</a>    | REVERSIBLE PLOW                              | 13,198.00   |           |
|                          |                                              |                            | Total:                                       | 13,198.00   |           |
|                          |                                              |                            | Net of 1 Invoices / 0 Checks                 | 13,198.00   |           |
| 03212<br>11/21/2023      | MATHESON-LINWELD<br>INVOICE                  | <a href="#">52243885</a>   | MEDICAL OXYGEN                               | 55.17       |           |
|                          |                                              |                            | Total:                                       | 55.17       |           |
|                          |                                              |                            | Net of 1 Invoices / 0 Checks                 | 55.17       |           |
| 03078<br>11/21/2023      | MCMASTER-CARR<br>INVOICE                     | <a href="#">16895931</a>   | DISPOSABLE GLOVES, URINAL SCREEN, URINAL DE  | 81.20       |           |
|                          |                                              |                            | Total:                                       | 81.20       |           |
|                          |                                              |                            | Net of 1 Invoices / 0 Checks                 | 81.20       |           |
| 03220<br>11/21/2023      | MENARDS<br>INVOICE                           | <a href="#">96403</a>      | 9-OUT WKSHP 3' STRP                          | 5.56        |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96184</a>      | 7 - CONCRETE MIX                             | 31.43       |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96196</a>      | 2 - 2X4-16' AC2 GREEN TREATED                | 25.64       |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96172</a>      | PURPLE PRIMER, CLEAR PVC CEMENT, PVC CLEANO  | 49.22       |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96171</a>      | 5X8' AC2 ROUND POST                          | 17.79       |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96117</a>      | RETURN - 3" MECHANICAL TEST PLUG             | (5.99)      |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96118</a>      | 5 - 4" CLEANOUT BUSHING W PLUG               | 34.95       |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96110</a>      | 4" CLEANOUT BUSHING, 3" MECHANICAL TEST PLU  | 12.98       |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96257</a>      | WINDSHIELD WASH, PL FULL EXTENDED LIFE AF, ( | 129.08      |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96320</a>      | SELF DRILL SCREWS, PARTS CLEANER, WD-40, CAI | 96.85       |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96292</a>      | FURNANCE FILTER, 3 BUTTON TRANSMITTERS, COR  | 220.12      |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96355</a>      | LID FOR BUCKET, PAIL, ICE SCRAPER, TIE DOWN  | 180.60      |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96366</a>      | FINISHING NAIL, WELDABLE PERF SHEET          | 43.78       |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96738</a>      | 50/50 AF, EXTENDED LIFE AF                   | 42.46       |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96687</a>      | PIPE HEATING CABLE, PIPE TAPE, PIPEWRAP      | 71.70       |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96694</a>      | CARR BOLT, FLAT WASHERS, CORNER BRACE        | 24.91       |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96688</a>      | CONCRETE CRACK SEAL                          | 66.72       |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96606</a>      | RECYCLE BASKET                               | 7.99        |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96640</a>      | PAPER TOWELS, CHARMIN, DW-40, HEET, KLEENEX  | 124.33      |           |
| 11/21/2023               | INVOICE                                      | <a href="#">96623</a>      | 14 AMP ROUTER COMBO KIT                      | 179.99      |           |
|                          |                                              |                            | Total:                                       | 1,360.11    |           |
|                          |                                              |                            | Net of 20 Invoices / 0 Checks                | 1,360.11    |           |
| 03222<br>11/21/2023      | MID-AMERICAN RESEARCH<br>INVOICE             | <a href="#">0804333-IN</a> | ICE MELTER PLUS                              | 90.00       |           |
|                          |                                              |                            | Total:                                       | 90.00       |           |
|                          |                                              |                            | Net of 1 Invoices / 0 Checks                 | 90.00       |           |
| 02245<br>11/21/2023      | MID-IOWA SOLID WASTE<br>INVOICE              | <a href="#">59745</a>      | 4-SEGMENT GUTTER BROOM                       | 500.16      |           |
|                          |                                              |                            | Total:                                       | 500.16      |           |
|                          |                                              |                            | Net of 1 Invoices / 0 Checks                 | 500.16      |           |
| 03224                    | MIDWEST LABORATORIES INC                     |                            |                                              |             |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity         | Inv/Check # | Description                            | Invoice Amt | Check Amt |
|--------------------------|---------------------------------|-------------|----------------------------------------|-------------|-----------|
| 11/21/2023               | INVOICE                         | 1157446     | WATER TESTING                          | 1,146.00    |           |
| 11/21/2023               | INVOICE                         | 1157447     | SUPPLIES                               | 52.75       |           |
|                          |                                 |             | Total:                                 | 1,198.75    |           |
|                          |                                 |             | Net of 2 Invoices / 0 Checks           | 1,198.75    |           |
| 10976                    | MIDWEST PETROLEUM EQUIPMENT LLC |             |                                        |             |           |
| 11/21/2023               | INVOICE                         | 146202      | SPILL BUCKET - COMPLETION OF PROJECT   | 20,326.24   |           |
|                          |                                 |             | Total:                                 | 20,326.24   |           |
|                          |                                 |             | Net of 1 Invoices / 0 Checks           | 20,326.24   |           |
| 00487                    | MIDWEST TAPE LLC                |             |                                        |             |           |
| 11/21/2023               | INVOICE                         | 504590486   | DVD                                    | 5.24        |           |
|                          |                                 |             | Total:                                 | 5.24        |           |
|                          |                                 |             | Net of 1 Invoices / 0 Checks           | 5.24        |           |
| 03227                    | MIDWEST TURF & IRRIGATION       |             |                                        |             |           |
| 11/21/2023               | INVOICE                         | 3919608-00  | TORO GROUNDS MASTER 4100-D ROUGH MOWER | 89,756.16   |           |
|                          |                                 |             | Total:                                 | 89,756.16   |           |
|                          |                                 |             | Net of 1 Invoices / 0 Checks           | 89,756.16   |           |
| 00463                    | MIKE'S TOWING                   |             |                                        |             |           |
| 11/21/2023               | INVOICE                         | 39733       | TOWING                                 | 150.00      |           |
| 11/21/2023               | INVOICE                         | 39833       | TOWING                                 | 150.00      |           |
| 11/21/2023               | INVOICE                         | 39834       | TOWING                                 | 150.00      |           |
| 11/21/2023               | INVOICE                         | 39735       | TOWING                                 | 150.00      |           |
| 11/21/2023               | INVOICE                         | 39844       | TOWING                                 | 150.00      |           |
| 11/21/2023               | INVOICE                         | 39843       | TOWING                                 | 150.00      |           |
| 11/21/2023               | INVOICE                         | 39737       | TOWING                                 | 150.00      |           |
| 11/21/2023               | INVOICE                         | 39850       | TOWING                                 | 150.00      |           |
|                          |                                 |             | Total:                                 | 1,200.00    |           |
|                          |                                 |             | Net of 8 Invoices / 0 Checks           | 1,200.00    |           |
| 02550                    | MITCHELL1                       |             |                                        |             |           |
| 11/21/2023               | INVOICE                         | 30087860    | SHOP KEY TECHSERIES PLUS SE            | 4,488.00    |           |
|                          |                                 |             | Total:                                 | 4,488.00    |           |
|                          |                                 |             | Net of 1 Invoices / 0 Checks           | 4,488.00    |           |
| 00276                    | MOORE DOUGLAS A                 |             |                                        |             |           |
| 11/21/2023               | INVOICE                         | 10.31.2023  | CDL RENEWAL                            | 31.00       |           |
|                          |                                 |             | Total:                                 | 31.00       |           |
|                          |                                 |             | Net of 1 Invoices / 0 Checks           | 31.00       |           |
| 00210                    | MUNICIPAL PIPE TOOL CO LLC      |             |                                        |             |           |
| 11/21/2023               | INVOICE                         | 34113       | BOOM IN/OUT SOLENOID                   | 256.87      |           |
| 11/21/2023               | INVOICE                         | 34112       | HYDRAULIC CYLINDER                     | 2,231.03    |           |
|                          |                                 |             | Total:                                 | 2,487.90    |           |
|                          |                                 |             | Net of 2 Invoices / 0 Checks           | 2,487.90    |           |

| Vendor Code<br>Post Date      | Vendor Name<br>Activity      | Inv/Check # | Description                                  | Invoice Amt | Check Amt |
|-------------------------------|------------------------------|-------------|----------------------------------------------|-------------|-----------|
| 10225                         | NAPA AUTO PARTS OF COLUMBUS  |             |                                              |             |           |
| 11/21/2023                    | INVOICE                      | 739040      | FUSE                                         | 41.01       |           |
| 11/21/2023                    | INVOICE                      | 739267      | V-BELT, WIRE STRIPPER                        | 54.02       |           |
| 11/21/2023                    | INVOICE                      | 739103      | 9V BATTERY, TOGGLE LED RED                   | 19.22       |           |
| Total:                        |                              |             |                                              | 114.25      |           |
| Net of 3 Invoices / 0 Checks  |                              |             |                                              | 114.25      |           |
| 10709                         | NDEE                         |             |                                              |             |           |
| 11/21/2023                    | INVOICE                      | 41558       | TRENT R TOBIASON WATER OP LIC #8622          | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 42044       | ONSITE WASTEWATER TREATMENT SYSTEMS RENEWAL  | 300.00      |           |
| 11/21/2023                    | INVOICE                      | 39931       | WATER OPERATOR RENEWAL-TRENT TOBIASON        | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 39236       | HEATH J FIALA WATER OP LIC #10495            | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 39589       | HEATH J FIALA WATER OP LIC #11034            | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 41883       | CADE M BEHLEN WATER OP LIC #9189             | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 39612       | CADE M BEHLEN WATER OP LIC #11063            | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 41290       | ROBERT J ABSALON WATER OP LIC #7792          | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 40013       | ROBERT J ABSALON WATER OP LIC #2778          | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 39294       | ZACHERY A SCHOENHOFER WATER OP LIC #10590    | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 40884       | ZACHERY A SCHOENHOFER WATER OP LIC #5194     | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 39315       | TRAVIS A SCANLAN WATER OP LIC #10631         | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 39235       | TRAVIS A SCANLAN WATER OP LIC #10494         | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 39924       | CHUCK D SLIVA WATER OP LIC #2613             | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 41278       | CHUCK D SLIVA WATER OP LIC #7749             | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 39237       | JORDAN M BLAHAK WATER OP LIC #10496          | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 39523       | JORDAN M BLAHEK WATER OP LIC #10939          | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 39973       | RANDY R LUCHT WATER OP LIC #2654             | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 41540       | RANDY R LUCHT WATER OP LIC #8589             | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 41611       | KRISTOFER W GERNSTEIN WATER OP LIC #8736     | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 40112       | KRISTOFOR W GERNSTEIN WATER OP LIC #2981     | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 39058       | AMY L SLIVA WASTEWATER TREATMENT CERTIFICATI | 150.00      |           |
| 11/21/2023                    | INVOICE                      | 40628       | MARTIN E EATON WATER OP LIC #4742            | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 39046       | ANNETTE M GRIFFITH WASTEWATER TREATMENT CER  | 150.00      |           |
| 11/21/2023                    | INVOICE                      | 39894       | ANNETTE M GRIFFITH WATER OP LIC #2566        | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 40755       | AMY L SLIVA WATER OP LIC #4988               | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 41639       | TUCKER M STOCKWELL WATER OP LIC #8781        | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 40113       | TUCKER M STOCKWELL WATER OP LIC #2982        | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 40104       | JACOB L WACHA WATER OP LIC #2965             | 115.00      |           |
| 11/21/2023                    | INVOICE                      | 41571       | JACOB L WACHA WATER OP LIC #8650             | 115.00      |           |
| Total:                        |                              |             |                                              | 3,705.00    |           |
| Net of 30 Invoices / 0 Checks |                              |             |                                              | 3,705.00    |           |
| 02249                         | NEBRASKA FIRE SPRINKLER CORP |             |                                              |             |           |
| 11/21/2023                    | INVOICE                      | 10648       | ANNUAL FIRE SPRINKLER INSPECTION             | 300.00      |           |
| Total:                        |                              |             |                                              | 300.00      |           |
| Net of 1 Invoices / 0 Checks  |                              |             |                                              | 300.00      |           |
| 00140                         | NEBRASKA GOLF & TURF INC     |             |                                              |             |           |
| 11/21/2023                    | INVOICE                      | 02-152799   | 6 - 8 VOLT BATTERIES                         | 1,260.00    |           |
| Total:                        |                              |             |                                              | 1,260.00    |           |
| Net of 1 Invoices / 0 Checks  |                              |             |                                              | 1,260.00    |           |
| 00239                         | NEBRASKA HARVESTORE SYSTEMS  |             |                                              |             |           |
| 11/21/2023                    | INVOICE                      | 18334       | OIL, FUEL, AIR INNER & OUTER, HYD, ELEMENT,  | 393.02      |           |

| Vendor Code<br>Post Date                                                                                              | Vendor Name<br>Activity                                                                                          | Inv/Check #                                                                  | Description                                                                                                                  | Invoice Amt                                                          | Check Amt |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------|
|                                                                                                                       |                                                                                                                  |                                                                              | Total:                                                                                                                       | 393.02                                                               |           |
|                                                                                                                       |                                                                                                                  |                                                                              | Net of 1 Invoices / 0 Checks                                                                                                 | 393.02                                                               |           |
| 03233<br>11/21/2023                                                                                                   | NEBRASKA LAW ENFORCEMENT<br>INVOICE                                                                              | 12818                                                                        | CERTIFICATION FEE-215TH BASIC TRAINING SESS:                                                                                 | 150.00                                                               |           |
|                                                                                                                       |                                                                                                                  |                                                                              | Total:                                                                                                                       | 150.00                                                               |           |
|                                                                                                                       |                                                                                                                  |                                                                              | Net of 1 Invoices / 0 Checks                                                                                                 | 150.00                                                               |           |
| 00600<br>11/21/2023<br>11/21/2023                                                                                     | NEBRASKA-IOWA INDUSTRIAL<br>INVOICE<br>INVOICE                                                                   | 6248690<br>6249021                                                           | NITRILE GLOVES, WINTER GLOVES, CLEANING CLO'<br>SAFETY GLASSES                                                               | 557.85<br>38.39                                                      |           |
|                                                                                                                       |                                                                                                                  |                                                                              | Total:                                                                                                                       | 596.24                                                               |           |
|                                                                                                                       |                                                                                                                  |                                                                              | Net of 2 Invoices / 0 Checks                                                                                                 | 596.24                                                               |           |
| 03245<br>11/21/2023                                                                                                   | NORTHEAST NEBRASKA SOLID<br>INVOICE                                                                              | 10312023                                                                     | LANDFILL CHARGES                                                                                                             | 63,128.79                                                            |           |
|                                                                                                                       |                                                                                                                  |                                                                              | Total:                                                                                                                       | 63,128.79                                                            |           |
|                                                                                                                       |                                                                                                                  |                                                                              | Net of 1 Invoices / 0 Checks                                                                                                 | 63,128.79                                                            |           |
| 03249<br>11/21/2023<br>11/21/2023                                                                                     | OCCUPATIONAL HEALTH SERV<br>INVOICE<br>INVOICE                                                                   | 3493<br>3492                                                                 | INFLUENZA VACCINATION, COLLECTION & TESTING<br>HEPATITIS B, HEP C & HIV TITERS                                               | 2,962.00<br>432.00                                                   |           |
|                                                                                                                       |                                                                                                                  |                                                                              | Total:                                                                                                                       | 3,394.00                                                             |           |
|                                                                                                                       |                                                                                                                  |                                                                              | Net of 2 Invoices / 0 Checks                                                                                                 | 3,394.00                                                             |           |
| 02852<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023 | OLSON'S PEST TECHNICIANS<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE | 323576<br>323577<br>323578<br>323579<br>323580<br>325262<br>325260<br>325261 | PEST CONTROL<br>PEST CONTROL<br>PEST CONTROL<br>PEST CONTROL<br>PEST CONTROL<br>PEST CONTROL<br>PEST CONTROL<br>PEST CONTROL | 85.00<br>50.00<br>85.00<br>55.00<br>50.00<br>75.00<br>57.50<br>70.00 |           |
|                                                                                                                       |                                                                                                                  |                                                                              | Total:                                                                                                                       | 527.50                                                               |           |
|                                                                                                                       |                                                                                                                  |                                                                              | Net of 8 Invoices / 0 Checks                                                                                                 | 527.50                                                               |           |
| 01451<br>11/21/2023                                                                                                   | ONE CALL CONCEPTS INC<br>INVOICE                                                                                 | 3100121                                                                      | LOCATE FEES                                                                                                                  | 378.64                                                               |           |
|                                                                                                                       |                                                                                                                  |                                                                              | Total:                                                                                                                       | 378.64                                                               |           |
|                                                                                                                       |                                                                                                                  |                                                                              | Net of 1 Invoices / 0 Checks                                                                                                 | 378.64                                                               |           |
| 01307<br>11/21/2023                                                                                                   | ONE SOURCE<br>INVOICE                                                                                            | 2022141609                                                                   | BACKGROUND CHECKS                                                                                                            | 79.50                                                                |           |
|                                                                                                                       |                                                                                                                  |                                                                              | Total:                                                                                                                       | 79.50                                                                |           |
|                                                                                                                       |                                                                                                                  |                                                                              | Net of 1 Invoices / 0 Checks                                                                                                 | 79.50                                                                |           |
| 00176                                                                                                                 | O'REILLY AUTOMOTIVE INC                                                                                          |                                                                              |                                                                                                                              |                                                                      |           |

| Vendor Code<br>Post Date      | Vendor Name<br>Activity      | Inv/Check # | Description                            | Invoice Amt | Check Amt |
|-------------------------------|------------------------------|-------------|----------------------------------------|-------------|-----------|
| 11/21/2023                    | INVOICE                      | 0681-250571 | SEAM SEALER                            | 24.16       |           |
| 11/21/2023                    | INVOICE                      | 0681-249414 | 5 QT MOTOR OIL                         | 47.98       |           |
| 11/21/2023                    | INVOICE                      | 0681-249650 | GEAR LUBE                              | 35.96       |           |
| 11/21/2023                    | INVOICE                      | 0681-249972 | ULTRA STAT                             | 19.00       |           |
| 11/21/2023                    | INVOICE                      | 0681-250096 | OIL DYE                                | 33.99       |           |
| 11/21/2023                    | INVOICE                      | 0681-250095 | V/C GASKET                             | 27.87       |           |
| 11/21/2023                    | INVOICE                      | 0681-249219 | EX FLAN HRM                            | 9.20        |           |
| 11/21/2023                    | INVOICE                      | 0681-249120 | MINI FUSE, ADHESIVE                    | 22.64       |           |
| 11/21/2023                    | INVOICE                      | 0681-249063 | FUSE HOLDER                            | 3.99        |           |
| 11/21/2023                    | INVOICE                      | 0681-247981 | 22OZ FLUSH CLN                         | 13.98       |           |
| 11/21/2023                    | INVOICE                      | 0681-247292 | BUTANE                                 | 20.97       |           |
| 11/21/2023                    | INVOICE                      | 0681-252237 | AFZ TESTER                             | 4.29        |           |
| Total:                        |                              |             |                                        | 264.03      |           |
| Net of 12 Invoices / 0 Checks |                              |             |                                        | 264.03      |           |
| 02392                         | PACIFIC WINDOW TINT LLC      |             |                                        |             |           |
| 11/21/2023                    | INVOICE                      | 11330       | TWO FRONT WINDOWS                      | 140.00      |           |
| Total:                        |                              |             |                                        | 140.00      |           |
| Net of 1 Invoices / 0 Checks  |                              |             |                                        | 140.00      |           |
| 10411                         | PAPER TIGER SHREDDING        |             |                                        |             |           |
| 11/21/2023                    | INVOICE                      | 189049      | 64 GALLON CONTAINER                    | 30.00       |           |
| Total:                        |                              |             |                                        | 30.00       |           |
| Net of 1 Invoices / 0 Checks  |                              |             |                                        | 30.00       |           |
| 00345                         | PETE LIEN & SONS INC.        |             |                                        |             |           |
| 11/21/2023                    | INVOICE                      | CD99123457  | QUICKLIME FINES                        | 6,650.24    |           |
| Total:                        |                              |             |                                        | 6,650.24    |           |
| Net of 1 Invoices / 0 Checks  |                              |             |                                        | 6,650.24    |           |
| 03258                         | PETTY CASH                   |             |                                        |             |           |
| 11/21/2023                    | INVOICE                      | 881655      | RECORDING FEES - PROPERTY LIEN MOSSMAN | 10.00       |           |
| 11/21/2023                    | INVOICE                      | 881652      | DOCUMENT - PROPERTY LIEN MARTIN        | 10.00       |           |
| Total:                        |                              |             |                                        | 20.00       |           |
| Net of 2 Invoices / 0 Checks  |                              |             |                                        | 20.00       |           |
| 00155                         | PLATTE COUNTY                |             |                                        |             |           |
| 11/21/2023                    | INVOICE                      | 11.01.2023  | COUNTY ATTORNEY SERVICES               | 3,940.00    |           |
| Total:                        |                              |             |                                        | 3,940.00    |           |
| Net of 1 Invoices / 0 Checks  |                              |             |                                        | 3,940.00    |           |
| 01077                         | PLATTE VALLEY COMMUNICATIONS |             |                                        |             |           |
| 11/21/2023                    | INVOICE                      | 102300227   | VHF 45W 16CH "A"                       | 691.36      |           |
| 11/21/2023                    | INVOICE                      | 102300228   | MKIT 30', MINI UHF MALE                | 58.85       |           |
| Total:                        |                              |             |                                        | 750.21      |           |
| Net of 2 Invoices / 0 Checks  |                              |             |                                        | 750.21      |           |
| 00852                         | POLLARD WATER #3326          |             |                                        |             |           |
| 11/21/2023                    | INVOICE                      | 0249516     | POLY PUMP                              | 1,089.95    |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity       | Inv/Check #  | Description                                  | Invoice Amt | Check Amt |
|--------------------------|-------------------------------|--------------|----------------------------------------------|-------------|-----------|
|                          |                               |              | Total:                                       | 1,089.95    |           |
|                          |                               |              | Net of 1 Invoices / 0 Checks                 | 1,089.95    |           |
| 10241                    | POMP'S TIRE SERVICE INC.      |              |                                              |             |           |
| 11/21/2023               | INVOICE                       | 1440019299   | TIRES                                        | 207.29      |           |
| 11/21/2023               | INVOICE                       | 1440019251   | TIRE REPAIR                                  | 113.42      |           |
|                          |                               |              | Total:                                       | 320.71      |           |
|                          |                               |              | Net of 2 Invoices / 0 Checks                 | 320.71      |           |
| 10445                    | PORT-A-JOHNS                  |              |                                              |             |           |
| 11/21/2023               | INVOICE                       | 23-5170      | RESTROOM RENTAL - QUAIL RUN, VANBURG, CEMETI | 450.00      |           |
|                          |                               |              | Total:                                       | 450.00      |           |
|                          |                               |              | Net of 1 Invoices / 0 Checks                 | 450.00      |           |
| 00193                    | POWER PLAN                    |              |                                              |             |           |
| 11/21/2023               | INVOICE                       | 2129168      | MURPHY TRACTOR - O-RING, THERMOSTAT          | 63.79       |           |
|                          |                               |              | Total:                                       | 63.79       |           |
|                          |                               |              | Net of 1 Invoices / 0 Checks                 | 63.79       |           |
| 11012                    | PREFERRED PIPELINE LLC        |              |                                              |             |           |
| 11/21/2023               | INVOICE                       | PPL000070757 | SAND                                         | 694.50      |           |
|                          |                               |              | Total:                                       | 694.50      |           |
|                          |                               |              | Net of 1 Invoices / 0 Checks                 | 694.50      |           |
| 00189                    | PRODUCTIVITY PLUS ACCOUNT-CNH |              |                                              |             |           |
| 11/21/2023               | INVOICE                       | 18941819     | BOLT/STRIKER                                 | 56.00       |           |
|                          |                               |              | Total:                                       | 56.00       |           |
|                          |                               |              | Net of 1 Invoices / 0 Checks                 | 56.00       |           |
| 10964                    | PROVANTAGE ACCOUNTING         |              |                                              |             |           |
| 11/21/2023               | INVOICE                       | 9592922      | 11 - DELL 1Y NBD TO 3Y PS LATITUDE FD        | 1,441.00    |           |
| 11/21/2023               | INVOICE                       | 9591565      | 11 - DELL LATITUDE 3540 15IN 16GB            | 10,065.00   |           |
|                          |                               |              | Total:                                       | 11,506.00   |           |
|                          |                               |              | Net of 2 Invoices / 0 Checks                 | 11,506.00   |           |
| 11087                    | RAYS PAGER SALES              |              |                                              |             |           |
| 11/21/2023               | INVOICE                       | 20834        | PAGERS & CHARGERS                            | 24,664.50   |           |
|                          |                               |              | Total:                                       | 24,664.50   |           |
|                          |                               |              | Net of 1 Invoices / 0 Checks                 | 24,664.50   |           |
| 03264                    | REARDON LAWN & GARDEN INC     |              |                                              |             |           |
| 11/21/2023               | INVOICE                       | 7307         | SPEED FEED, 1LB DONUT .095 CROSS FIRE        | 46.98       |           |
| 11/21/2023               | INVOICE                       | 6835         | CLIP-COVER, COLLAR SCREW, PRO .095 LINE      | 47.03       |           |
| 11/21/2023               | INVOICE                       | 7031         | AUTOCUT HEAD                                 | 24.00       |           |
| 11/21/2023               | INVOICE                       | 7284         | 3 - BLADES SHREDDER                          | 104.97      |           |
|                          |                               |              | Total:                                       | 222.98      |           |
|                          |                               |              | Net of 4 Invoices / 0 Checks                 | 222.98      |           |

| Vendor Code<br>Post Date                                                                                                                                                                    | Vendor Name<br>Activity                                                                                                                                               | Inv/Check #                                                                                                                                 | Description                                                                                                                                        | Invoice Amt                                                                                                           | Check Amt |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-----------|
| 00161<br>11/21/2023                                                                                                                                                                         | REMBOLT LUDTKE LLP<br>INVOICE                                                                                                                                         | 174                                                                                                                                         | LABOR & EMPLOYMENT ISSUES                                                                                                                          | 45.00                                                                                                                 |           |
|                                                                                                                                                                                             |                                                                                                                                                                       |                                                                                                                                             | Total:                                                                                                                                             | 45.00                                                                                                                 |           |
|                                                                                                                                                                                             |                                                                                                                                                                       |                                                                                                                                             | Net of 1 Invoices / 0 Checks                                                                                                                       | 45.00                                                                                                                 |           |
| 10984<br>11/21/2023                                                                                                                                                                         | RFCC<br>INVOICE                                                                                                                                                       | 11.03.2023                                                                                                                                  | CONSULTING FEE PUBLIC SAFETY RADIO SYSTEM PI                                                                                                       | 750.00                                                                                                                |           |
|                                                                                                                                                                                             |                                                                                                                                                                       |                                                                                                                                             | Total:                                                                                                                                             | 750.00                                                                                                                |           |
|                                                                                                                                                                                             |                                                                                                                                                                       |                                                                                                                                             | Net of 1 Invoices / 0 Checks                                                                                                                       | 750.00                                                                                                                |           |
| 10619<br>11/21/2023<br>11/21/2023                                                                                                                                                           | RIVER VALLEY TIRE SERVICE LLC<br>INVOICE<br>INVOICE                                                                                                                   | 348545<br>459061                                                                                                                            | TIRE SWITCH<br>TIRE REPAIR                                                                                                                         | 15.00<br>15.00                                                                                                        |           |
|                                                                                                                                                                                             |                                                                                                                                                                       |                                                                                                                                             | Total:                                                                                                                                             | 30.00                                                                                                                 |           |
|                                                                                                                                                                                             |                                                                                                                                                                       |                                                                                                                                             | Net of 2 Invoices / 0 Checks                                                                                                                       | 30.00                                                                                                                 |           |
| 10872<br>11/21/2023                                                                                                                                                                         | RIVERSIDE PORTABLES LLC<br>INVOICE                                                                                                                                    | 13780                                                                                                                                       | PORTABLE RESTROOM - FIRE TRAINING TOWER                                                                                                            | 95.00                                                                                                                 |           |
|                                                                                                                                                                                             |                                                                                                                                                                       |                                                                                                                                             | Total:                                                                                                                                             | 95.00                                                                                                                 |           |
|                                                                                                                                                                                             |                                                                                                                                                                       |                                                                                                                                             | Net of 1 Invoices / 0 Checks                                                                                                                       | 95.00                                                                                                                 |           |
| 10643<br>11/21/2023                                                                                                                                                                         | RUTT'S HEATING & A/C INC<br>INVOICE                                                                                                                                   | 11483                                                                                                                                       | LABOR-COMMERCIAL                                                                                                                                   | 292.50                                                                                                                |           |
|                                                                                                                                                                                             |                                                                                                                                                                       |                                                                                                                                             | Total:                                                                                                                                             | 292.50                                                                                                                |           |
|                                                                                                                                                                                             |                                                                                                                                                                       |                                                                                                                                             | Net of 1 Invoices / 0 Checks                                                                                                                       | 292.50                                                                                                                |           |
| 01596<br>11/21/2023                                                                                                                                                                         | RVW INC<br>INVOICE                                                                                                                                                    | 12488                                                                                                                                       | COMMUNITY BUILDING FIBER COORDINATION ASSIS'                                                                                                       | 170.00                                                                                                                |           |
|                                                                                                                                                                                             |                                                                                                                                                                       |                                                                                                                                             | Total:                                                                                                                                             | 170.00                                                                                                                |           |
|                                                                                                                                                                                             |                                                                                                                                                                       |                                                                                                                                             | Net of 1 Invoices / 0 Checks                                                                                                                       | 170.00                                                                                                                |           |
| 03270<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023 | SAPP BROS COLUMBUS INC<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE | IN4274799<br>IN4275437<br>IN4280663<br>IN4280664<br>IN4285065<br>IN4264602<br>IN4264596<br>IN4277360<br>IN4285723<br>IN4269425<br>IN4286695 | FUEL<br>FUEL<br>FUEL<br>FUEL<br>FUEL<br>WHEELGREASE<br>BREAKAWAY JOINT 3/4"<br>AMERIGUARD 15W-40 HD<br>APX PREM 4:1 OIL PUMP W/KIT<br>FUEL<br>FUEL | 5,620.00<br>8,880.00<br>847.50<br>844.11<br>7,032.00<br>107.50<br>139.00<br>832.50<br>425.99<br>11,687.50<br>9,422.50 |           |
|                                                                                                                                                                                             |                                                                                                                                                                       |                                                                                                                                             | Total:                                                                                                                                             | 45,838.60                                                                                                             |           |
|                                                                                                                                                                                             |                                                                                                                                                                       |                                                                                                                                             | Net of 11 Invoices / 0 Checks                                                                                                                      | 45,838.60                                                                                                             |           |
| MISC<br>11/21/2023                                                                                                                                                                          | SEDA DELLA MRS<br>INVOICE                                                                                                                                             | 11/14/2023                                                                                                                                  | UB refund for account: 300-56980-01                                                                                                                | 72.26                                                                                                                 |           |

| Vendor Code<br>Post Date                                      | Vendor Name<br>Activity                                                    | Inv/Check #                                                      | Description                                                                                                           | Invoice Amt                                   | Check Amt |
|---------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------|
|                                                               |                                                                            |                                                                  | Total:                                                                                                                | 72.26                                         |           |
|                                                               |                                                                            |                                                                  | Net of 1 Invoices / 0 Checks                                                                                          | 72.26                                         |           |
| 10726<br>11/21/2023                                           | SEILER INSTRUMENT & MFG CO INC<br>INVOICE                                  | INV17570                                                         | FORENSIC TRAINING                                                                                                     | 2,085.00                                      |           |
|                                                               |                                                                            |                                                                  | Total:                                                                                                                | 2,085.00                                      |           |
|                                                               |                                                                            |                                                                  | Net of 1 Invoices / 0 Checks                                                                                          | 2,085.00                                      |           |
| 00171<br>11/21/2023                                           | SETTJE PLUMBING<br>INVOICE                                                 | 15227                                                            | REPLACE SLOAN DIAPHRAM IN URINAL                                                                                      | 124.09                                        |           |
|                                                               |                                                                            |                                                                  | Total:                                                                                                                | 124.09                                        |           |
|                                                               |                                                                            |                                                                  | Net of 1 Invoices / 0 Checks                                                                                          | 124.09                                        |           |
| 03276<br>11/21/2023<br>11/21/2023                             | SHERWIN-WILLIAMS CO<br>INVOICE<br>INVOICE                                  | 9953-8<br>6944-5                                                 | GALLON LATITUDE EXT<br>4 GALLONS LATITUDE EXT                                                                         | 58.49<br>171.96                               |           |
|                                                               |                                                                            |                                                                  | Total:                                                                                                                | 230.45                                        |           |
|                                                               |                                                                            |                                                                  | Net of 2 Invoices / 0 Checks                                                                                          | 230.45                                        |           |
| 03277<br>11/21/2023                                           | SIPPLE, HANSEN, EMERSON,<br>INVOICE                                        | 1-00M OCT 23                                                     | LEGAL SERVICES                                                                                                        | 10,254.55                                     |           |
|                                                               |                                                                            |                                                                  | Total:                                                                                                                | 10,254.55                                     |           |
|                                                               |                                                                            |                                                                  | Net of 1 Invoices / 0 Checks                                                                                          | 10,254.55                                     |           |
| 01394<br>11/21/2023<br>11/21/2023<br>11/21/2023<br>11/21/2023 | SIRIUS COMPUTER SOLUTIONS INC.<br>INVOICE<br>INVOICE<br>INVOICE<br>INVOICE | INV-000979756<br>INV-000979657<br>INV-000979659<br>INV-000980802 | GENERAL SUPPORT SERVICES<br>FIREWALL MIGRATION<br>NEW LIBRARY NETWORK<br>UPGRADES CISCO ANYCONNECT, SOLN SUPP, SMARTI | 510.00<br>19,300.00<br>30,880.00<br>23,948.11 |           |
|                                                               |                                                                            |                                                                  | Total:                                                                                                                | 74,638.11                                     |           |
|                                                               |                                                                            |                                                                  | Net of 4 Invoices / 0 Checks                                                                                          | 74,638.11                                     |           |
| 00134<br>11/21/2023                                           | SLIVA CHUCK<br>INVOICE                                                     | 11.02.2023                                                       | MILEAGE - WASTEWATER CLASS                                                                                            | 62.88                                         |           |
|                                                               |                                                                            |                                                                  | Total:                                                                                                                | 62.88                                         |           |
|                                                               |                                                                            |                                                                  | Net of 1 Invoices / 0 Checks                                                                                          | 62.88                                         |           |
| 02510<br>11/21/2023                                           | STATE FIRE MARSHAL TRAINING<br>INVOICE                                     | 3108                                                             | FIRE FIGHTER II CERTIFICATION                                                                                         | 50.00                                         |           |
|                                                               |                                                                            |                                                                  | Total:                                                                                                                | 50.00                                         |           |
|                                                               |                                                                            |                                                                  | Net of 1 Invoices / 0 Checks                                                                                          | 50.00                                         |           |
| 00105<br>11/21/2023<br>11/21/2023<br>11/21/2023               | SUPER SAVER<br>INVOICE<br>INVOICE<br>INVOICE                               | 122910<br>123879<br>124022                                       | TRASH BAGS, PUMPKINS<br>CAKE FOR BIRTHDAY CELEBRATION<br>GROCERIES                                                    | 386.02<br>5.12<br>14.50                       |           |
|                                                               |                                                                            |                                                                  | Total:                                                                                                                | 405.64                                        |           |
|                                                               |                                                                            |                                                                  | Net of 3 Invoices / 0 Checks                                                                                          | 405.64                                        |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity                   | Inv/Check #     | Description                                 | Invoice Amt | Check Amt |
|--------------------------|-------------------------------------------|-----------------|---------------------------------------------|-------------|-----------|
| 10997<br>11/21/2023      | T-BONE PD LLC<br>INVOICE                  | 5632            | PROPANE                                     | 149.56      |           |
|                          |                                           |                 | Total:                                      | 149.56      |           |
|                          |                                           |                 | Net of 1 Invoices / 0 Checks                | 149.56      |           |
| 02743<br>11/21/2023      | TELECOMMUNICATION SYSTEMS INC.<br>INVOICE | 04INV-000043798 | MONTHLY CIRCUIT FEES                        | 1,970.67    |           |
|                          |                                           |                 | Total:                                      | 1,970.67    |           |
|                          |                                           |                 | Net of 1 Invoices / 0 Checks                | 1,970.67    |           |
| 03095<br>11/21/2023      | THE FILTER SHOP<br>INVOICE                | 210812          | FILTERS                                     | 340.71      |           |
|                          |                                           |                 | Total:                                      | 340.71      |           |
|                          |                                           |                 | Net of 1 Invoices / 0 Checks                | 340.71      |           |
| 10987<br>11/21/2023      | THE GOLF SHOP<br>INVOICE                  | 173             | MONTHLY TERMINAL USAGE FEE FOR OCTOBER 2023 | 1,009.06    |           |
|                          |                                           |                 | Total:                                      | 1,009.06    |           |
|                          |                                           |                 | Net of 1 Invoices / 0 Checks                | 1,009.06    |           |
| 10271<br>11/21/2023      | THE HOME DEPOT PRO<br>INVOICE             | 774386940       | 8 - X-EFFECT BOWL CLEANER                   | 149.43      |           |
|                          |                                           |                 | Total:                                      | 149.43      |           |
|                          |                                           |                 | Net of 1 Invoices / 0 Checks                | 149.43      |           |
| 03128<br>11/21/2023      | TIRE OUTLET INC<br>INVOICE                | 237884          | USED TRUCK TIRE, 3 REPAIRS                  | 240.00      |           |
| 11/21/2023               | INVOICE                                   | 237129          | TIRE                                        | 51.00       |           |
| 11/21/2023               | INVOICE                                   | 237652          | TIRE                                        | 364.39      |           |
| 11/21/2023               | INVOICE                                   | 237415          | REPAIR                                      | 100.00      |           |
|                          |                                           |                 | Total:                                      | 755.39      |           |
|                          |                                           |                 | Net of 4 Invoices / 0 Checks                | 755.39      |           |
| 10589<br>11/21/2023      | TK ELEVATOR CORPORATION<br>INVOICE        | 1000561085      | MAINTENANCE                                 | 228.75      |           |
|                          |                                           |                 | Total:                                      | 228.75      |           |
|                          |                                           |                 | Net of 1 Invoices / 0 Checks                | 228.75      |           |
| 10588<br>11/21/2023      | TOO FAST SUPPLY<br>INVOICE                | 410591          | 12 - AA INDUSTRIAL BATTERY 24PK             | 130.03      |           |
| 11/21/2023               | INVOICE                                   | 411409          | 1" DRIVE X 1" DEEP                          | 36.78       |           |
|                          |                                           |                 | Total:                                      | 166.81      |           |
|                          |                                           |                 | Net of 2 Invoices / 0 Checks                | 166.81      |           |
| 00357<br>11/21/2023      | TURFWERKS<br>INVOICE                      | OI55671         | SEAL, BEARING                               | 93.14       |           |
| 11/21/2023               | INVOICE                                   | OI55671A        | CABLE, EXTENSION                            | 291.40      |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity                  | Inv/Check # | Description                               | Invoice Amt | Check Amt |
|--------------------------|------------------------------------------|-------------|-------------------------------------------|-------------|-----------|
|                          |                                          |             | Total:                                    | 384.54      |           |
|                          |                                          |             | Net of 2 Invoices / 0 Checks              | 384.54      |           |
| 01413<br>11/21/2023      | TWIN RIVERS VETERINARY CLINIC<br>INVOICE | 179848      | 180410, 180412 VETERINARY CARE            | 588.00      |           |
|                          |                                          |             | Total:                                    | 588.00      |           |
|                          |                                          |             | Net of 1 Invoices / 0 Checks              | 588.00      |           |
| 10298<br>11/21/2023      | TY'S OUTDOOR POWER & SERVICE<br>INVOICE  | 255021      | GEARBOX ASSY                              | 603.92      |           |
|                          |                                          |             | Total:                                    | 603.92      |           |
|                          |                                          |             | Net of 1 Invoices / 0 Checks              | 603.92      |           |
| 10948<br>11/21/2023      | VAN DYKE CARROLL<br>INVOICE              | 11.01.2023  | OPEN/CLOSE CEMETERY GATES                 | 146.50      |           |
|                          |                                          |             | Total:                                    | 146.50      |           |
|                          |                                          |             | Net of 1 Invoices / 0 Checks              | 146.50      |           |
| 02045<br>11/21/2023      | VAN WALL EQUIPMENT INC<br>INVOICE        | 6070639     | LOCK NUT, V-BELTS, LATCH                  | 216.04      |           |
|                          |                                          |             | Total:                                    | 216.04      |           |
|                          |                                          |             | Net of 1 Invoices / 0 Checks              | 216.04      |           |
| 01181<br>11/21/2023      | VERIZON WIRELESS<br>INVOICE              | 9948543440  | CELL PHONE OCT 06 - NOV 05                | 840.21      |           |
| 11/21/2023               | INVOICE                                  | 9947891559  | CELL PHONE SEP 27 - OCT 26                | 2,592.05    |           |
| 11/21/2023               | INVOICE                                  | 9947891560  | CELL PHONE SEP 27 - OCT 26 - ELLEY COFFIN | 39.40       |           |
| 11/21/2023               | INVOICE                                  | 9947840268  | CELL PHONE SEP 27 - OCT 26                | 1,227.46    |           |
|                          |                                          |             | Total:                                    | 4,699.12    |           |
|                          |                                          |             | Net of 4 Invoices / 0 Checks              | 4,699.12    |           |
| 00554<br>11/21/2023      | WACHA JACOB<br>INVOICE                   | 10.25.2023  | WATER TRAINING CLASS - ROLLS, COFFEE      | 60.96       |           |
|                          |                                          |             | Total:                                    | 60.96       |           |
|                          |                                          |             | Net of 1 Invoices / 0 Checks              | 60.96       |           |
| 11089<br>11/21/2023      | WAMPLER SHANE<br>INVOICE                 | 101         | 12/15/23 CPO CLASS                        | 1,400.00    |           |
|                          |                                          |             | Total:                                    | 1,400.00    |           |
|                          |                                          |             | Net of 1 Invoices / 0 Checks              | 1,400.00    |           |
| 03154<br>11/21/2023      | WASTE CONNECTIONS OF NEBRASKA<br>INVOICE | 6773678T054 | GARBAGE SERVICE - OCTOBER                 | 434.00      |           |
|                          |                                          |             | Total:                                    | 434.00      |           |
|                          |                                          |             | Net of 1 Invoices / 0 Checks              | 434.00      |           |
| 02708<br>11/21/2023      | WELLNESS PARTNERS LLC<br>INVOICE         | 5001        | MONTHLY NEWSLETTER                        | 10.00       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity              | Inv/Check # | Description                                  | Invoice Amt  | Check Amt |
|--------------------------|--------------------------------------|-------------|----------------------------------------------|--------------|-----------|
|                          |                                      |             | Total:                                       | 10.00        |           |
|                          |                                      |             | Net of 1 Invoices / 0 Checks                 | 10.00        |           |
| 11091<br>11/21/2023      | WESTERN ENGINEERING<br>INVOICE       | 20054123    | SHADY LAKE ROAD OVERLAY                      | 24,680.25    |           |
|                          |                                      |             | Total:                                       | 24,680.25    |           |
|                          |                                      |             | Net of 1 Invoices / 0 Checks                 | 24,680.25    |           |
| 02124<br>11/21/2023      | WHITE CAP LP<br>INVOICE              | 50024302884 | 5 GAL SALTGUARD                              | 287.39       |           |
|                          |                                      |             | Total:                                       | 287.39       |           |
|                          |                                      |             | Net of 1 Invoices / 0 Checks                 | 287.39       |           |
| 11086<br>11/21/2023      | WOEHRER ANDY<br>INVOICE              | 11.08.2023  | MEAL - TRAINING                              | 19.77        |           |
|                          |                                      |             | Total:                                       | 19.77        |           |
|                          |                                      |             | Net of 1 Invoices / 0 Checks                 | 19.77        |           |
| 11085<br>11/21/2023      | YANDA'S MUSIC & PRO AUDIO<br>INVOICE | 673450      | DIAGNOSIS OF AUDIO/SPEAKER ISSUES PAWNEE PLI | 355.00       |           |
|                          |                                      |             | Total:                                       | 355.00       |           |
|                          |                                      |             | Net of 1 Invoices / 0 Checks                 | 355.00       |           |
|                          |                                      |             | invoices and 0 checks for 162 vendors:       | 3,310,130.60 |           |

| Inv Num                           | Vendor                   | Inv Date          | Due Date   | Inv Amt   | Amt Due   | Status    | Jrnlized   |
|-----------------------------------|--------------------------|-------------------|------------|-----------|-----------|-----------|------------|
| Inv Ref#                          | Description              | Entered By        |            |           |           |           | Post Date  |
|                                   | GL Distribution          |                   |            |           |           |           |            |
| 9302023                           |                          |                   |            |           |           |           |            |
| 94748                             | NORTHEAST NEBRASKA SOLID | 09/30/2023        | 11/21/2023 | 70,409.41 | 70,409.41 | Open      | N          |
|                                   | LANDFILL CHARGES         | LAURA.RUPP        |            |           |           |           | 09/30/2023 |
|                                   | 570-570-54550            | LANDFILL DISPOSAL |            | 61,125.70 |           |           |            |
|                                   | 500-501-56250            | REFUSE            |            | 67.44     |           |           |            |
|                                   | 200-200-56250            | REFUSE            |            | 9,216.27  |           |           |            |
| # of Invoices:                    | 1                        | # Due:            | 1          | Totals:   | 70,409.41 | 70,409.41 |            |
| # of Credit Memos:                | 0                        | # Due:            | 0          | Totals:   | 0.00      | 0.00      |            |
| Net of Invoices and Credit Memos: |                          |                   |            | 70,409.41 | 70,409.41 |           |            |

--- TOTALS BY FUND ---

|                            |           |           |
|----------------------------|-----------|-----------|
| 200 - STREETS/ENGINEERING  | 9,216.27  | 9,216.27  |
| 500 - UTILITY SERVICE      | 67.44     | 67.44     |
| 570 - SOLID WASTE DIVISION | 61,125.70 | 61,125.70 |

--- TOTALS BY DEPT/ACTIVITY ---

|                                |           |           |
|--------------------------------|-----------|-----------|
| 200 - STREETS                  | 9,216.27  | 9,216.27  |
| 501 - WASTEWATER TREATMENT FAC | 67.44     | 67.44     |
| 570 - TRANSFER STATION         | 61,125.70 | 61,125.70 |

| Inv Ref# | Vendor                 | Inv Date   | Due Date   | Inv Amt  | Amt Due  | Status | Jrnlized |
|----------|------------------------|------------|------------|----------|----------|--------|----------|
| 94126    | LOUP POWER DISTRICT    | 11/01/2023 | 11/21/2023 | 9,235.20 | 9,235.20 | Open   | N        |
| 94178    | LOUP POWER DISTRICT    | 11/01/2023 | 11/21/2023 | 8,639.43 | 8,639.43 | Open   | N        |
| 94283    | HOA SOLUTIONS INC      | 10/31/2023 | 11/21/2023 | 6,408.02 | 6,408.02 | Open   | N        |
| 94443    | BIBLIOTHECA LLC        | 11/01/2023 | 11/21/2023 | 6,392.00 | 6,392.00 | Open   | N        |
| 94471    | DUNBAR DOUGLAS         | 11/01/2023 | 11/21/2023 | 7,018.00 | 7,018.00 | Open   | N        |
| 94472    | DUNBAR DOUGLAS         | 11/01/2023 | 11/21/2023 | 6,227.30 | 6,227.30 | Open   | N        |
| 94479    | SAPP BROS COLUMBUS INC | 10/12/2023 | 11/21/2023 | 5,620.00 | 5,620.00 | Open   | N        |
| 94480    | SAPP BROS COLUMBUS INC | 10/13/2023 | 11/21/2023 | 8,880.00 | 8,880.00 | Open   | N        |
| 94483    | SAPP BROS COLUMBUS INC | 10/26/2023 | 11/21/2023 | 7,032.00 | 7,032.00 | Open   | N        |
| 94489    | SAPP BROS COLUMBUS INC | 10/27/2023 | 11/21/2023 | 9,422.50 | 9,422.50 | Open   | N        |
| 94511    | CORE & MAIN LP         | 11/07/2023 | 11/21/2023 | 8,786.00 | 8,786.00 | Open   | N        |
| 94514    | CORE & MAIN LP         | 11/02/2023 | 11/21/2023 | 8,460.00 | 8,460.00 | Open   | N        |
| 94581    | PETE LIEN & SONS INC.  | 11/13/2023 | 11/21/2023 | 6,650.24 | 6,650.24 | Open   | N        |
| 94608    | COLFAX COUNTY CLERK    | 11/13/2023 | 11/21/2023 | 8,750.00 | 8,750.00 | Open   | N        |
| 94609    | CITY OF NORFOLK        | 11/07/2023 | 11/21/2023 | 5,400.00 | 5,400.00 | Open   | N        |
| 94674    | CELLEBRITE INC         | 11/14/2023 | 11/21/2023 | 6,100.00 | 6,100.00 | Open   | N        |
| 94688    | HDR ENGINEERING INC    | 11/07/2023 | 11/21/2023 | 5,103.38 | 5,103.38 | Open   | N        |
| 94746    | ARCHIVESOCIAL LLC      | 10/27/2023 | 11/21/2023 | 6,391.00 | 6,391.00 | Open   | N        |

|                    |    |        |    |         |            |            |
|--------------------|----|--------|----|---------|------------|------------|
| # of Invoices:     | 18 | # Due: | 18 | Totals: | 130,515.07 | 130,515.07 |
| # of Credit Memos: | 0  | # Due: | 0  | Totals: | 0.00       | 0.00       |

Net of Invoices and Credit Memos: 130,515.07      130,515.07

--- TOTALS BY FUND ---

|                            |           |           |
|----------------------------|-----------|-----------|
| 100 - GENERAL FUND         | 68,165.50 | 68,165.50 |
| 200 - STREETS/ENGINEERING  | 9,422.50  | 9,422.50  |
| 500 - UTILITY SERVICE      | 6,650.24  | 6,650.24  |
| 520 - WATER                | 37,396.83 | 37,396.83 |
| 570 - SOLID WASTE DIVISION | 8,880.00  | 8,880.00  |

--- TOTALS BY DEPT/ACTIVITY ---

|                                |           |           |
|--------------------------------|-----------|-----------|
| 100 - GENERAL ADMINISTRATION   | 6,391.00  | 6,391.00  |
| 110 - POLICE                   | 32,902.00 | 32,902.00 |
| 130 - LIBRARY                  | 15,627.20 | 15,627.20 |
| 155 - VAN BERG GOLF COURSE     | 3,290.93  | 3,290.93  |
| 156 - QUAIL RUN GOLF COURSE    | 9,954.37  | 9,954.37  |
| 200 - STREETS                  | 9,422.50  | 9,422.50  |
| 501 - WASTEWATER TREATMENT FAC | 6,650.24  | 6,650.24  |
| 520 - WATER                    | 37,396.83 | 37,396.83 |
| 570 - TRANSFER STATION         | 8,880.00  | 8,880.00  |

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 BOTH OPEN AND PAID

| GL Number                                 | Invoice Line Desc         | Vendor                        | Invoice Description                     | Amount     | Check # |
|-------------------------------------------|---------------------------|-------------------------------|-----------------------------------------|------------|---------|
| Fund 100 GENERAL FUND                     |                           |                               |                                         |            |         |
| Dept 100 GENERAL ADMINISTRATION           |                           |                               |                                         |            |         |
| 100-100-53200                             | PROFESSIONAL SERVICES     | BAIRD HOLM LLP                | DISTRICT TIF-REVIEW GRANT PROGRAM       | 1,769.00   |         |
| 100-100-53200                             | PROFESSIONAL SERVICES     | REMBOLT LUDTKE LLP            | LABOR & EMPLOYMENT ISSUES               | 45.00      |         |
| 100-100-53200                             | PROFESSIONAL SERVICES     | SIPPLE, HANSEN, EMERSON,      | LEGAL SERVICES                          | 10,254.55  |         |
| 100-100-53400                             | COMPUTER SUPPORT/MAINT    | ARCHIVESOCIAL LLC             | SOCIAL MEDIA ARCHIVING SUBSCRIPTION     | 6,391.00   |         |
| 100-100-53400                             | COMPUTER SUPPORT/MAINT    | FIRST NATIONAL BANK OMAHA     | CDW GOVERNMENT - CISCO SFP TRANSCEIVER  | 3,878.31   |         |
| 100-100-53400                             | COMPUTER SUPPORT/MAINT    | SIRIUS COMPUTER SOLUTIONS     | UPGRADES CISCO ANYCONNECT, SOLN SUPP, S | 23,948.11  |         |
| 100-100-54310                             | BUILDING MAINTENANCE      | JACKSON SERVICES INC          | MATS                                    | 55.66      |         |
| 100-100-54310                             | BUILDING MAINTENANCE      | MENARDS                       | 9-OUT WKSHP 3' STRP                     | 5.56       |         |
| 100-100-54310                             | BUILDING MAINTENANCE      | OLSON'S PEST TECHNICIANS      | PEST CONTROL                            | 85.00      |         |
| 100-100-54310                             | BUILDING MAINTENANCE      | THE FILTER SHOP               | FILTERS                                 | 340.71     |         |
| 100-100-55900                             | MISCELLANEOUS             | OCCUPATIONAL HEALTH SERV      | INFLUENZA VACCINATION, COLLECTION & TES | 2,100.00   |         |
| 100-100-55900                             | MISCELLANEOUS             | PETTY CASH                    | RECORDING FEES - PROPERTY LIEN MOSSMAN  | 20.00      |         |
| 100-100-55920                             | MISC FEES                 | FIRST NATIONAL BANK OMAHA     | FACEBOOK AD                             | 30.00      |         |
| 100-100-56010                             | SUPPLIES                  | BOUND TREE MEDICAL LLC        | RETURN - FLUID CONTROL SOLIDIFIER       | (3,177.86) |         |
| 100-100-56010                             | SUPPLIES                  | EAKES OFFICE SOLUTIONS        | NAME PLATE SHURAYA FRAUENDORFER         | 15.25      |         |
| 100-100-56010                             | SUPPLIES                  | FIRST NATIONAL BANK OMAHA     | SAFETY SIGN.COM - CONCEALED HAND GUNS F | 264.27     |         |
| 100-100-56010                             | SUPPLIES                  | HY-VEE INC                    | PAPER PRODUCTS FOR POTLUCK              | 71.97      |         |
| 100-100-56010                             | SUPPLIES                  | MENARDS                       | RECYCLE BASKET                          | 7.99       |         |
| 100-100-56020                             | OFFICE SUPPLIES           | EAKES OFFICE SOLUTIONS        | COPIER CONTRACT                         | 3,117.57   |         |
| 100-100-56020                             | OFFICE SUPPLIES           | FIRST NATIONAL BANK OMAHA     | TANGIBLE VALUES INC- TAX FORMS & ENVELC | 579.77     |         |
| 100-100-56040                             | POSTAGE AND FREIGHT       | CASEY'S MAIL SERVICE LLC      | DALIY MAIL, WATER STATEMENTS            | 96.66      |         |
| 100-100-56040                             | POSTAGE AND FREIGHT       | MAILBOX                       | RETURN TO BOUND TREE                    | 175.69     |         |
| 100-100-56220                             | ELECTRICITY               | LOUP POWER DISTRICT           | ELECTRICITY - MUSEUM                    | 4,084.80   |         |
| 100-100-56240                             | TELEPHONE                 | FRONTIER                      | PHONE/INTERNET/FAX LINES                | 416.11     |         |
| 100-100-56240                             | TELEPHONE                 | VERIZON WIRELESS              | CELL PHONE SEP 27 - OCT 26              | 496.41     |         |
| 100-100-56250                             | REFUSE                    | PAPER TIGER SHREDDING         | 64 GALLON CONTAINER                     | 30.00      |         |
| 100-100-56250                             | REFUSE                    | WASTE CONNECTIONS OF NEBRASKA | GARBAGE SERVICE - OCTOBER               | 72.50      |         |
| 100-100-56410                             | BOOKS AND PUBLICATIONS    | FIRST NATIONAL BANK OMAHA     | BHM WORLD HERALD SUBSCRIPTION           | 29.99      |         |
| 100-100-56410                             | BOOKS AND PUBLICATIONS    | WELLNESS PARTNERS LLC         | MONTHLY NEWSLETTER                      | 10.00      |         |
| 100-100-56620                             | EMERGENCY MANAGEMENT      | BLACK HILLS ENERGY            | NATURAL GAS                             | 70.03      |         |
| 100-100-56620                             | EMERGENCY MANAGEMENT      | HEARTLAND NATURAL GAS LLC     | NATURAL GAS                             | 35.93      |         |
| 100-100-56620                             | EMERGENCY MANAGEMENT      | LOUP POWER DISTRICT           | ELECTRICITY                             | 369.40     |         |
| 100-100-56650                             | MEMBERSHIP DUES           | FIRST NATIONAL BANK OMAHA     | NATIONAL MEMBERSHIP                     | 299.00     |         |
| 100-100-57200-21092                       | CAPITAL-LAND & BUILDINGS  | AVI SYSTEMS, INC              | HARDWARE AXIS TV HDX MEDIA PLAYER, REMC | 2,446.76   |         |
| 100-100-57200-21092                       | CAPITAL-LAND & BUILDINGS  | FIRST NATIONAL BANK OMAHA     | AMAZON - DESK OUTLET                    | 18.42      |         |
| 100-100-57510-19009                       | CAPITAL-EQUIPMENT         | RVW INC                       | COMMUNITY BUILDING FIBER COORDINATION P | 170.00     |         |
| Total For Dept 100 GENERAL ADMINISTRATION |                           |                               |                                         | 58,623.56  |         |
| Dept 102 COLUMBUS AREA TRANSIT            |                           |                               |                                         |            |         |
| 100-102-54310                             | BUILDING & GROUNDS MAINT  | OLSON'S PEST TECHNICIANS      | PEST CONTROL                            | 50.00      |         |
| 100-102-54310                             | BUILDING & GROUNDS MAINT  | SAPP BROS COLUMBUS INC        | BREAKAWAY JOINT 3/4"                    | 46.33      |         |
| 100-102-54330                             | VEHICLE MAINTENANCE       | COLUMBUS MOTOR COMPANY        | INSPECTION WITH SCOPE FOR OIL LEAK      | 865.79     |         |
| 100-102-56020                             | OFFICE SUPPLIES           | EAKES OFFICE SOLUTIONS        | COPIER CONTRACT                         | 241.61     |         |
| 100-102-56030                             | CLEANING SUPPLIES/SERVICE | EAKES OFFICE SOLUTIONS        | TOILET BOWL CLEANER                     | 10.02      |         |
| 100-102-56210                             | NATURAL GAS               | BLACK HILLS ENERGY            | NATURAL GAS                             | 60.56      |         |
| 100-102-56210                             | NATURAL GAS               | HEARTLAND NATURAL GAS LLC     | NATURAL GAS                             | 15.85      |         |
| 100-102-56220                             | ELECTRICITY               | LOUP POWER DISTRICT           | ELECTRICITY                             | 107.93     |         |
| 100-102-56240                             | TELEPHONE                 | FRONTIER                      | PHONE/INTERNET/FAX LINES                | 18.82      |         |
| 100-102-56240                             | TELEPHONE                 | VERIZON WIRELESS              | CELL PHONE SEP 27 - OCT 26              | 42.87      |         |
| 100-102-57510-24006                       | CAPITAL-EQUIPMENT         | MIDWEST PETROLEUM EQUIPMEN    | SPILL BUCKET - COMPLETION OF PROJECT    | 6,775.42   |         |
| Total For Dept 102 COLUMBUS AREA TRANSIT  |                           |                               |                                         | 8,235.20   |         |

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| GL Number                                 | Invoice Line Desc              | Vendor                     | Invoice Description                     | Amount    | Check # |
|-------------------------------------------|--------------------------------|----------------------------|-----------------------------------------|-----------|---------|
| Fund 100 GENERAL FUND                     |                                |                            |                                         |           |         |
| Dept 103 COLUMBUS SENIOR CENTER           |                                |                            |                                         |           |         |
| 100-103-52710                             | EMPLOYEE RECRUITMENT/RETENTION | COLUMBUS CUSTOM EMBROIDERY | PULLOVER HOODED SWEATSHIRTS, CARDIGAN - | 109.00    |         |
| 100-103-52710                             | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE                 | BACKGROUND CHECKS                       | 34.00     |         |
| 100-103-53520-III-B                       | CONTRACT SERVICES              | FIRST NATIONAL BANK OMAHA  | AMAZON - APC 750VA SMART UPS WITH SMART | 128.31    |         |
| 100-103-53520-III-C                       | CONTRACT SERVICES              | FIRST NATIONAL BANK OMAHA  | AMAZON - APC 750VA SMART UPS WITH SMART | 128.30    |         |
| 100-103-53520-III-E                       | CONTRACT SERVICES              | FIRST NATIONAL BANK OMAHA  | AMAZON - APC 750VA SMART UPS WITH SMART | 128.30    |         |
| 100-103-54510-III-B                       | BUILDING RENTAL/LEASE          | COLUMBUS FAMILY RESOURCE   | (MONTHLY LEASE PAYMENT                  | 7,320.89  |         |
| 100-103-54510-III-C                       | BUILDING RENTAL/LEASE          | COLUMBUS FAMILY RESOURCE   | (MONTHLY LEASE PAYMENT                  | 3,289.10  |         |
| 100-103-55900                             | MISCELLANEOUS                  | FIRST NATIONAL BANK OMAHA  | WORTHINGTON DIRECT - FOLDING CHAIRS, CH | 3,493.00  |         |
| 100-103-56010-III-B                       | SUPPLIES                       | ACE HARDWARE & GARDEN CNT  | KEYS FOR NEW DOOR, WELLNESS ROOM        | 5.27      |         |
| 100-103-56010-III-B                       | SUPPLIES                       | CULLIGAN OF COLUMBUS       | EQUIPMENT - REVERSE OSMOSIS             | 32.25     |         |
| 100-103-56010-III-C                       | SUPPLIES                       | ACE HARDWARE & GARDEN CNT  | KEYS FOR NEW DOOR, WELLNESS ROOM        | 5.26      |         |
| 100-103-56010-III-C                       | SUPPLIES                       | CULLIGAN OF COLUMBUS       | EQUIPMENT - REVERSE OSMOSIS             | 32.25     |         |
| 100-103-56020-III-B                       | OFFICE SUPPLIES                | EAKES OFFICE SOLUTIONS     | FILE FOLDERS, POSTER PAPER              | 17.65     |         |
| 100-103-56020-III-C                       | OFFICE SUPPLIES                | EAKES OFFICE SOLUTIONS     | FILE FOLDERS, POSTER PAPER              | 17.64     |         |
| 100-103-56030-III-B                       | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC       | MAT                                     | 13.63     |         |
| 100-103-56030-III-C                       | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC       | MAT                                     | 13.63     |         |
| 100-103-56300-III-C                       | FOOD COSTS                     | HY-VEE INC                 | PRE-COOKED HAMBURGER PATTIES FOR LUNCH  | 171.95    |         |
| 100-103-56300-III-C                       | FOOD COSTS                     | SUPER SAVER                | CAKE FOR BIRTHDAY CELEBRATION           | 19.62     |         |
| Total For Dept 103 COLUMBUS SENIOR CENTER |                                |                            |                                         | 14,960.05 |         |
| Dept 104 CITY ADMINISTRATOR               |                                |                            |                                         |           |         |
| 100-104-52700                             | TRAINING AND TUITION           | FIRST NATIONAL BANK OMAHA  | UBER IN SIDNEY                          | 31.40     |         |
| Total For Dept 104 CITY ADMINISTRATOR     |                                |                            |                                         | 31.40     |         |
| Dept 105 FINANCE                          |                                |                            |                                         |           |         |
| 100-105-56240                             | TELEPHONE                      | VERIZON WIRELESS           | CELL PHONE SEP 27 - OCT 26              | 128.61    |         |
| Total For Dept 105 FINANCE                |                                |                            |                                         | 128.61    |         |
| Dept 106 CITY CLERK                       |                                |                            |                                         |           |         |
| 100-106-52710                             | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE                 | BACKGROUND CHECKS                       | 17.00     |         |
| Total For Dept 106 CITY CLERK             |                                |                            |                                         | 17.00     |         |
| Dept 107 MAYOR/COUNCIL                    |                                |                            |                                         |           |         |
| 100-107-53400                             | COMPUTER SUPPORT/MAINT         | PROVANTAGE ACCOUNTING      | 11 - DELL 1Y NBD TO 3Y PS LATITUDE FD   | 11,506.00 |         |
| Total For Dept 107 MAYOR/COUNCIL          |                                |                            |                                         | 11,506.00 |         |
| Dept 108 HUMAN RESOURCES                  |                                |                            |                                         |           |         |
| 100-108-56240                             | TELEPHONE                      | FRONTIER                   | PHONE/INTERNET/FAX LINES                | 107.11    |         |
| Total For Dept 108 HUMAN RESOURCES        |                                |                            |                                         | 107.11    |         |
| Dept 110 POLICE                           |                                |                            |                                         |           |         |
| 100-110-51100                             | SALARIES AND WAGES             | COLFAX COUNTY CLERK        | BRITTANY WARREN BUYOUT CONTRACT         | 8,750.00  |         |
| 100-110-52700                             | TRAINING AND TUITION           | CONFERENCES AND SEMINARS   | CREATING & MANAGING INTERNSHIP PROGRAMS | 495.00    |         |
| 100-110-52700                             | TRAINING AND TUITION           | CONSOLIDATED MANAGEMENT CO | MEALS - BALESTERI, FRENCH               | 438.50    |         |
| 100-110-52700                             | TRAINING AND TUITION           | FIRST NATIONAL BANK OMAHA  | NEBRASKA NOTARY ASSOC - OLSUFKA         | 660.97    |         |
| 100-110-52700                             | TRAINING AND TUITION           | NEBRASKA LAW ENFORCEMENT   | CERTIFICATION FEE-215TH BASIC TRAINING  | 150.00    |         |
| 100-110-52700                             | TRAINING AND TUITION           | SEILER INSTRUMENT & MFG CO | FORENSIC TRAINING                       | 2,085.00  |         |
| 100-110-52710                             | EMPLOYEE RECRUITMENT/RETENTION | FIRST NATIONAL BANK OMAHA  | NATIONAL AWARDS PROGRAM                 | 30.00     |         |
| 100-110-52710                             | EMPLOYEE RECRUITMENT/RETENTION | MAILBOX                    | SHIPPING POLICE TEST                    | 12.78     |         |
| 100-110-52710                             | EMPLOYEE RECRUITMENT/RETENTION | ONE SOURCE                 | BACKGROUND CHECKS                       | 28.50     |         |
| 100-110-52800                             | UNIFORMS                       | 911 CUSTOM LLC             | BLACKINTON B736 BADGE GOLD PLATE        | 128.00    |         |
| 100-110-52800                             | UNIFORMS                       | COLUMBUS CUSTOM EMBROIDERY | FLEECE JACKET                           | 67.00     |         |
| 100-110-52800                             | UNIFORMS                       | GALLS LLC                  | MENS PDU SS TWILL CLASS A SHIRT         | 265.12    |         |

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 BOTH OPEN AND PAID

| GL Number                 | Invoice Line Desc         | Vendor                        | Invoice Description                     | Amount    | Check # |
|---------------------------|---------------------------|-------------------------------|-----------------------------------------|-----------|---------|
| Fund 100 GENERAL FUND     |                           |                               |                                         |           |         |
| Dept 110 POLICE           |                           |                               |                                         |           |         |
| 100-110-52810             | UNIFORMS-QUARTERMASTER    | FIRST NATIONAL BANK OMAHA     | APPLE.COM IPAD PRO - LOONTJER QM        | 1,302.92  |         |
| 100-110-53200             | PROFESSIONAL SERVICES     | COLUMBUS COMMUNITY HOSPITAL   | LABORATORY                              | 24.05     |         |
| 100-110-53200             | PROFESSIONAL SERVICES     | LANGUAGE LINE SERVICES INC    | OVER THE PHONE INTERPRETATION           | 82.13     |         |
| 100-110-53200             | PROFESSIONAL SERVICES     | PLATTE COUNTY                 | COUNTY ATTORNEY SERVICES                | 3,940.00  |         |
| 100-110-53200             | PROFESSIONAL SERVICES     | TWIN RIVERS VETERINARY CLINIC | 180410, 180412 VETERINARY CARE          | 588.00    |         |
| 100-110-53520             | CONTRACT SERVICES         | FIRST NATIONAL BANK OMAHA     | SEILER INSTRUMENT - SOFTWARE TRIMBLE FC | 1,040.00  |         |
| 100-110-54310             | BUILDING MAINTENANCE      | RUTT'S HEATING & A/C INC      | LABOR-COMMERCIAL                        | 292.50    |         |
| 100-110-54310             | BUILDING MAINTENANCE      | SAPP BROS COLUMBUS INC        | BREAKAWAY JOINT 3/4"                    | 46.34     |         |
| 100-110-54330             | VEHICLE MAINTENANCE       | CNC REPAIR LLC                | TIRE REPAIR                             | 1,525.05  |         |
| 100-110-54380             | MAINTENANCE AGREEMENTS    | CELLEBRITE INC                | PHYSICAL EXTRACTION & ANALYZER SUBSCRIB | 6,100.00  |         |
| 100-110-54380             | MAINTENANCE AGREEMENTS    | OLSON'S PEST TECHNICIANS      | PEST CONTROL                            | 85.00     |         |
| 100-110-54380             | MAINTENANCE AGREEMENTS    | TK ELEVATOR CORPORATION       | MAINTENANCE                             | 228.75    |         |
| 100-110-54530             | VEHICLE TOWING            | BEHLEN TOWING LLC             | TOWING                                  | 1,350.00  |         |
| 100-110-54530             | VEHICLE TOWING            | MIKE'S TOWING                 | TOWING                                  | 1,200.00  |         |
| 100-110-56010             | SUPPLIES                  | FIRST NATIONAL BANK OMAHA     | FILE FOLDERS, JUMBO PAPER CLIPS, AA & F | 97.86     |         |
| 100-110-56020             | OFFICE SUPPLIES           | FIRST NATIONAL BANK OMAHA     | FILE FOLDERS, JUMBO PAPER CLIPS, AA & F | 51.55     |         |
| 100-110-56050             | FUEL                      | SAPP BROS COLUMBUS INC        | FUEL                                    | 12,652.00 |         |
| 100-110-56165             | K9 PROGRAM                | FIRST NATIONAL BANK OMAHA     | PACKTRACK - YEARLY HANDLER SUBSCRIPTION | 140.00    |         |
| 100-110-56210             | NATURAL GAS               | BLACK HILLS ENERGY            | NATURAL GAS                             | 177.34    |         |
| 100-110-56210             | NATURAL GAS               | HEARTLAND NATURAL GAS LLC     | NATURAL GAS                             | 188.03    |         |
| 100-110-56220             | ELECTRICITY               | LOUP POWER DISTRICT           | ELECTRICITY                             | 2,472.78  |         |
| 100-110-56240             | TELEPHONE                 | FRONTIER                      | PHONE/INTERNET/FAX LINES                | 245.77    |         |
| 100-110-56240             | TELEPHONE                 | VERIZON WIRELESS              | CELL PHONE OCT 06 - NOV 05              | 840.21    |         |
| 100-110-56250             | REFUSE                    | WASTE CONNECTIONS OF NEBRASKA | GARBAGE SERVICE - OCTOBER               | 40.00     |         |
| 100-110-56630             | DRUG TASK FORCE           | CITY OF NORFOLK               | SNARE FY 2023-2024                      | 5,400.00  |         |
| 100-110-56650             | MEMBERSHIP DUES           | FIRST NATIONAL BANK OMAHA     | FBI-LEEDA - ACTIVE MEMBERSHIP           | 50.00     |         |
| 100-110-57510-24006       | CAPITAL-EQUIPMENT         | MIDWEST PETROLEUM EQUIPMENT   | SPILL BUCKET - COMPLETION OF PROJECT    | 6,775.41  |         |
| 100-110-57520-21008       | CAPITAL-VEHICLES          | GENE STEFFY FORD              | 2017 GMC ACADIA                         | 17,207.00 |         |
| 100-110-57520-21008       | CAPITAL-VEHICLES          | PACIFIC WINDOW TINT LLC       | TWO FRONT WINDOWS                       | 140.00    |         |
| Total For Dept 110 POLICE |                           |                               |                                         | 77,393.56 |         |
| Dept 120 FIRE             |                           |                               |                                         |           |         |
| 100-120-52700             | TRAINING AND TUITION      | FIRST NATIONAL BANK OMAHA     | CHECKED BAGS                            | 109.73    |         |
| 100-120-52700             | TRAINING AND TUITION      | STATE FIRE MARSHAL TRAINING   | FIRE FIGHTER II CERTIFICATION           | 50.00     |         |
| 100-120-52900             | EMPLOYEE HEALTH           | OCCUPATIONAL HEALTH SERVICES  | HEPATITIS B, HEP C & HIV TITERS         | 216.00    |         |
| 100-120-54310             | BUILDING MAINTENANCE      | AC&L SPRINKLERS PLUS LLC      | BLOW OUT SPRINKLER SYSTEM               | 125.00    |         |
| 100-120-54310             | BUILDING MAINTENANCE      | REARDON LAWN & GARDEN INC     | AUTOCUT HEAD                            | 12.00     |         |
| 100-120-54310             | BUILDING MAINTENANCE      | WASTE CONNECTIONS OF NEBRASKA | GARBAGE SERVICE - OCTOBER               | 40.62     |         |
| 100-120-54320             | EQUIPMENT MAINTENANCE     | ACE HARDWARE & GARDEN CENT    | BATTERIES                               | 45.96     |         |
| 100-120-54320             | EQUIPMENT MAINTENANCE     | TOO FAST SUPPLY               | 12 - AA INDUSTRIAL BATTERY 24PK         | 130.03    |         |
| 100-120-54330             | VEHICLE MAINTENANCE       | NAPA AUTO PARTS OF COLUMBUS   | FUSE                                    | 41.01     |         |
| 100-120-56010             | SUPPLIES                  | FIRST NATIONAL BANK OMAHA     | AMAZON - CARBURETOR                     | 23.97     |         |
| 100-120-56020             | OFFICE SUPPLIES           | CAPITAL BUSINESS SYSTEMS      | COPIER CONTRACT                         | 43.62     |         |
| 100-120-56030             | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC          | MATS, MOPS, POLISH TOWEL, WINDSHIELD WI | 67.30     |         |
| 100-120-56030             | CLEANING SUPPLIES/SERVICE | THE HOME DEPOT PRO            | 8 - X-EFFECT BOWL CLEANER               | 74.71     |         |
| 100-120-56170             | FIRE PREVENTION           | HY-VEE INC                    | FRITO LAY, HOT DOG BUNS, HALLOWEEN CANI | 381.79    |         |
| 100-120-56210             | NATURAL GAS               | BLACK HILLS ENERGY            | NATURAL GAS                             | 248.26    |         |
| 100-120-56210             | NATURAL GAS               | HEARTLAND NATURAL GAS LLC     | NATURAL GAS                             | 371.23    |         |
| 100-120-56220             | ELECTRICITY               | LOUP POWER DISTRICT           | ELECTRICITY                             | 1,354.87  |         |
| 100-120-56240             | TELEPHONE                 | FRONTIER                      | PHONE/INTERNET/FAX LINES                | 252.87    |         |
| 100-120-56240             | TELEPHONE                 | VERIZON WIRELESS              | CELL PHONE SEP 27 - OCT 26              | 613.73    |         |
| 100-120-56650             | MEMBERSHIP DUES           | FIRST NATIONAL BANK OMAHA     | INTERNATIONAL ASSOC OF FIRE CHIEFS - ME | 240.00    |         |

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| Fund 100 GENERAL FUND                        |                                |                            |                                         |           |         |
| Dept 120 FIRE                                |                                |                            |                                         |           |         |
| 100-120-57510-24012                          | CAPITAL-EQUIPMENT              | RAYS PAGER SALES           | PAGERS & CHARGERS                       | 24,664.50 |         |
| Total For Dept 120 FIRE                      |                                |                            |                                         | 29,107.20 |         |
| Dept 121 RESCUE                              |                                |                            |                                         |           |         |
| 100-121-52900                                | EMPLOYEE HEALTH                | OCCUPATIONAL HEALTH SERV   | HEPATITIS B, HEP C & HIV TITERS         | 216.00    |         |
| 100-121-53200                                | PROFESSIONAL SERVICES          | HOWERTER MD MARK S         | EMERGENCY MEDICAL DIRECTOR              | 655.00    |         |
| 100-121-54310                                | BUILDING MAINTENANCE           | AC&L SPRINKLERS PLUS LLC   | BLOW OUT SPRINKLER SYSTEM               | 125.00    |         |
| 100-121-54310                                | BUILDING MAINTENANCE           | REARDON LAWN & GARDEN INC  | AUTOCUT HEAD                            | 12.00     |         |
| 100-121-54310                                | BUILDING MAINTENANCE           | WASTE CONNECTIONS OF NEBR  | GARBAGE SERVICE - OCTOBER               | 40.63     |         |
| 100-121-54320                                | EQUIPMENT MAINTENANCE          | ACE HARDWARE & GARDEN CNT  | BATTERIES                               | 45.96     |         |
| 100-121-54330                                | VEHICLE MAINTENANCE            | FIRST NATIONAL BANK OMAHA  | WOODHOUSE2019 FORD AMBULANCE SPINDLE RC | 815.03    |         |
| 100-121-55930                                | REFUNDS                        | COLUMBUS CREDIT SERVICES   | COLLECTIONS                             | 67.50     |         |
| 100-121-56010                                | SUPPLIES                       | BOUND TREE MEDICAL LLC     | G3 BREATHER                             | 5,293.87  |         |
| 100-121-56010                                | SUPPLIES                       | FIRST NATIONAL BANK OMAHA  | STATPACKS                               | 241.50    |         |
| 100-121-56010                                | SUPPLIES                       | MATHESON-LINWELD           | MEDICAL OXYGEN                          | 55.17     |         |
| 100-121-56020                                | OFFICE SUPPLIES                | CAPITAL BUSINESS SYSTEMS   | COPIER CONTRACT                         | 43.62     |         |
| 100-121-56030                                | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC       | MATS, MOPS, POLISH TOWEL, WINDSHIELD WI | 67.29     |         |
| 100-121-56030                                | CLEANING SUPPLIES/SERVICE      | THE HOME DEPOT PRO         | 8 - X-EFFECT BOWL CLEANER               | 74.72     |         |
| 100-121-56190                                | PERSONAL PROTECTIVE SUPP       | BOUND TREE MEDICAL LLC     | SOFT STRETCHER                          | 1,102.35  |         |
| 100-121-56210                                | NATURAL GAS                    | BLACK HILLS ENERGY         | NATURAL GAS                             | 248.27    |         |
| 100-121-56210                                | NATURAL GAS                    | HEARTLAND NATURAL GAS LLC  | NATURAL GAS                             | 371.22    |         |
| 100-121-56220                                | ELECTRICITY                    | LOUP POWER DISTRICT        | ELECTRICITY                             | 1,354.37  |         |
| 100-121-56240                                | TELEPHONE                      | FRONTIER                   | PHONE/INTERNET/FAX LINES                | 252.87    |         |
| 100-121-56240                                | TELEPHONE                      | VERIZON WIRELESS           | CELL PHONE SEP 27 - OCT 26              | 613.73    |         |
| Total For Dept 121 RESCUE                    |                                |                            |                                         | 11,696.10 |         |
| Dept 125 VOLUNTEER FIRE DEPARTMENT           |                                |                            |                                         |           |         |
| 100-125-52700                                | TRAINING AND TUITION           | CENTRAL COMMUNITY COLLEGE  | EMT COURSE - CARDENAS, EGGER            | 2,288.00  |         |
| 100-125-52700                                | TRAINING AND TUITION           | FIRST NATIONAL BANK OMAHA  | CHECKED BAGS                            | 109.74    |         |
| 100-125-52700                                | TRAINING AND TUITION           | RIVERSIDE PORTABLES LLC    | PORTABLE RESTROOM - FIRE TRAINING TOWEF | 95.00     |         |
| Total For Dept 125 VOLUNTEER FIRE DEPARTMENT |                                |                            |                                         | 2,492.74  |         |
| Dept 130 LIBRARY                             |                                |                            |                                         |           |         |
| 100-130-52710                                | EMPLOYEE RECRUITMENT/RETENTION | COLUMBUS CUSTOM EMBROIDER\ | CARDIGAN SWEATER - RIVERA               | 48.00     |         |
| 100-130-52710                                | EMPLOYEE RECRUITMENT/RETENTION | EAKES OFFICE SOLUTIONS     | CUSTOM BADGES                           | 244.12    |         |
| 100-130-52710                                | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV   | INFLUENZA VACCINATION, COLLECTION & TES | 527.00    |         |
| 100-130-53400-MAKRS                          | COMPUTER SUPPORT/MAINT         | FIRST NATIONAL BANK OMAHA  | AMAZON - HEADPHONES                     | 104.99    |         |
| 100-130-53400-MOBIL                          | COMPUTER SUPPORT/MAINT         | FIRST NATIONAL BANK OMAHA  | AMAZON - OPEN/CLOSED SIGN, SUCTION CUPS | 36.75     |         |
| 100-130-53400-PCLAB                          | COMPUTER SUPPORT/MAINT         | EAKES OFFICE SOLUTIONS     | WALL CALENDAR, TONER CARTRIDGE          | 198.99    |         |
| 100-130-53400-STAFF                          | COMPUTER SUPPORT/MAINT         | FIRST NATIONAL BANK OMAHA  | AMAZON - THERMAL RECEIPT PRINTER        | 321.98    |         |
| 100-130-54310                                | BUILDING MAINTENANCE           | FIRST NATIONAL BANK OMAHA  | AMAZON - LOCK BOX, NOTEBOOK, ADDRESS LF | 22.80     |         |
| 100-130-54320-PATRN                          | EQUIPMENT MAINTENANCE          | BIBLIOTHECA LLC            | RFID WORKSTATION, SELF CHECK KIOSK, WOF | 3,930.00  |         |
| 100-130-54320-PATRN                          | EQUIPMENT MAINTENANCE          | EAKES OFFICE SOLUTIONS     | COPIER CONTRACT                         | 349.72    |         |
| 100-130-54320-STAFF                          | EQUIPMENT MAINTENANCE          | BIBLIOTHECA LLC            | RFID WORKSTATION, SELF CHECK KIOSK, WOF | 2,462.00  |         |
| 100-130-55400                                | ADVERTISING AND PROMOTION      | ALPHAMEDIA USA LLC         | ADVERTISING                             | 540.00    |         |
| 100-130-55400                                | ADVERTISING AND PROMOTION      | FIRST NATIONAL BANK OMAHA  | CONSTANT CONTACT                        | 76.95     |         |
| 100-130-56010-BUILD                          | SUPPLIES                       | FIRST NATIONAL BANK OMAHA  | AMAZON - 3 STEP STOOLS                  | 220.24    |         |
| 100-130-56010-MTRLS                          | SUPPLIES                       | FIRST NATIONAL BANK OMAHA  | AMAZON - BUBBLE MAILERS                 | 108.40    |         |
| 100-130-56010-STAFF                          | SUPPLIES                       | FIRST NATIONAL BANK OMAHA  | AMAZON - OPEN/CLOSED SIGN, SUCTION CUPS | 6.00      |         |
| 100-130-56020                                | OFFICE SUPPLIES                | EAKES OFFICE SOLUTIONS     | WALL CALENDAR                           | 45.45     |         |
| 100-130-56020                                | OFFICE SUPPLIES                | FIRST NATIONAL BANK OMAHA  | AMAZON - LOCK BOX, NOTEBOOK, ADDRESS LF | 155.23    |         |
| 100-130-56030                                | CLEANING SUPPLIES/SERVICE      | FIRST NATIONAL BANK OMAHA  | AMAZON - OPEN/CLOSED SIGN, SUCTION CUPS | 103.38    |         |
| 100-130-56210                                | NATURAL GAS                    | BLACK HILLS ENERGY         | NATURAL GAS                             | 52.95     |         |

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| Fund 100 GENERAL FUND                    |                                |                                |                                          |           |         |
| Dept 130 LIBRARY                         |                                |                                |                                          |           |         |
| 100-130-56220                            | ELECTRICITY                    | LOUP POWER DISTRICT            | ELECTRICITY                              | 9,235.20  |         |
| 100-130-56240                            | TELEPHONE                      | VERIZON WIRELESS               | CELL PHONE SEP 27 - OCT 26               | 42.87     |         |
| 100-130-56240-PATRN                      | TELEPHONE                      | GREAT PLAINS COMMUNICATION     | INTERNET 11/01 - 11/30                   | 199.95    |         |
| 100-130-56250                            | REFUSE                         | WASTE CONNECTIONS OF NEBRASKA  | GARBAGE SERVICE - OCTOBER                | 72.50     |         |
| 100-130-56400-ADULT                      | PROGRAMS                       | FIRST NATIONAL BANK OMAHA      | COLUMBUS AREA CHAMBER                    | 87.98     |         |
| 100-130-56400-ADULT                      | PROGRAMS                       | HY-VEE INC                     | COOKIES                                  | 63.92     |         |
| 100-130-56400-CHILD                      | PROGRAMS                       | FIRST NATIONAL BANK OMAHA      | COLUMBUS AREA CHAMBER                    | 509.99    |         |
| 100-130-56400-CHILD                      | PROGRAMS                       | HY-VEE INC                     | HALLOWEEN CANDY                          | 374.23    |         |
| 100-130-56400-MAKRS                      | PROGRAMS                       | FIRST NATIONAL BANK OMAHA      | AMAZON - HEAT PROOF MITS, WIRELESS KEYE  | 176.76    |         |
| 100-130-56400-YASCH                      | PROGRAMS                       | FIRST NATIONAL BANK OMAHA      | COLUMBUS AREA CHAMBER                    | 178.71    |         |
| 100-130-56400-YASCH                      | PROGRAMS                       | HY-VEE INC                     | POP, CHIPS, COOKIES, WATER               | 76.62     |         |
| 100-130-56410-ADULT                      | BOOKS AND PUBLICATIONS         | FIRST NATIONAL BANK OMAHA      | AMAZON - DVD'S                           | 136.53    |         |
| 100-130-56410-ADULT                      | BOOKS AND PUBLICATIONS         | GALE                           | MATERIALS                                | 512.63    |         |
| 100-130-56410-ADULT                      | BOOKS AND PUBLICATIONS         | INGRAM LIBRARY SERVICES, I     | MATERIALS                                | 1,939.86  |         |
| 100-130-56410-ADULT                      | BOOKS AND PUBLICATIONS         | MIDWEST TAPE LLC               | DVD                                      | 5.24      |         |
| 100-130-56410-CHILD                      | BOOKS AND PUBLICATIONS         | INGRAM LIBRARY SERVICES, I     | MATERIALS                                | 295.38    |         |
| 100-130-56410-YOUNG                      | BOOKS AND PUBLICATIONS         | INGRAM LIBRARY SERVICES, I     | MATERIALS                                | 918.57    |         |
| 100-130-57200-20030                      | CAPITAL-LAND & BUILDINGS       | AOI CORPORATION                | MONITOR ARM SUPPORT                      | 2,468.92  |         |
| 100-130-57200-20030                      | CAPITAL-LAND & BUILDINGS       | BVH ARCHITECTURE               | COLUMBUS LIBRARY, CHILDRENS MUSEUM & CI  | 1,097.81  |         |
| 100-130-57200-20030                      | CAPITAL-LAND & BUILDINGS       | FIRST NATIONAL BANK OMAHA      | AMAZON - BLACK LABEL TAPE, WHITE TENSIC  | 63.18     |         |
| 100-130-57200-20030                      | CAPITAL-LAND & BUILDINGS       | SIRIUS COMPUTER SOLUTIONS      | GENERAL SUPPORT SERVICES                 | 50,690.00 |         |
| Total For Dept 130 LIBRARY               |                                |                                |                                          | 78,701.80 |         |
| Dept 140 CEMETERY                        |                                |                                |                                          |           |         |
| 100-140-53520                            | CONTRACT SERVICES              | VAN DYKE CARROLL               | OPEN/CLOSE CEMETERY GATES                | 146.50    |         |
| 100-140-54310                            | BUILDING MAINTENANCE           | PORT-A-JOHNS                   | RESTROOM RENTAL - QUAIL RUN, VANBURG, C  | 75.00     |         |
| 100-140-56220                            | ELECTRICITY                    | LOUP POWER DISTRICT            | ELECTRICITY                              | 103.98    |         |
| 100-140-56240                            | TELEPHONE                      | VERIZON WIRELESS               | CELL PHONE SEP 27 - OCT 26               | 42.87     |         |
| Total For Dept 140 CEMETERY              |                                |                                |                                          | 368.35    |         |
| Dept 145 COMMUNITY DEVELOPMENT           |                                |                                |                                          |           |         |
| 100-145-52700                            | TRAINING AND TUITION           | WOEHRER ANDY                   | MEAL - TRAINING                          | 19.77     |         |
| 100-145-53200                            | PROFESSIONAL SERVICES          | CENTER FOR MUNICIPAL SOLUTIONS | COLUMBUS NE RISE BROADBAND - 1470 14TH   | 1,200.00  |         |
| 100-145-54320                            | EQUIPMENT MAINTENANCE          | MENARDS                        | LID FOR BUCKET, PAIL, ICE SCRAPER, TIE   | 180.60    |         |
| 100-145-56240                            | TELEPHONE                      | VERIZON WIRELESS               | CELL PHONE SEP 27 - OCT 26               | 300.09    |         |
| Total For Dept 145 COMMUNITY DEVELOPMENT |                                |                                |                                          | 1,700.46  |         |
| Dept 150 PARKS                           |                                |                                |                                          |           |         |
| 100-150-52710                            | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV       | INFLUENZA VACCINATION, COLLECTION & TEST | 67.00     |         |
| 100-150-52800                            | UNIFORMS                       | JACKSON SERVICES INC           | UNIFORMS                                 | 52.87     |         |
| 100-150-53200                            | PROFESSIONAL SERVICES          | FIRST NATIONAL BANK OMAHA      | WHEN TO WORK - ONLINE SCHEDULING         | 216.66    |         |
| 100-150-54310                            | BUILDING MAINTENANCE           | CULLIGAN OF COLUMBUS           | EQUIPMENT - POU COOLER                   | 41.00     |         |
| 100-150-54310                            | BUILDING MAINTENANCE           | GREAT PLAINS BUILDING SUPPLY   | 4 - 2X6- 16 SPF                          | 49.84     |         |
| 100-150-54310                            | BUILDING MAINTENANCE           | MENARDS                        | 5X8' AC2 ROUND POST                      | 197.78    |         |
| 100-150-54310                            | BUILDING MAINTENANCE           | SAPP BROS COLUMBUS INC         | BREAKAWAY JOINT 3/4"                     | 46.33     |         |
| 100-150-54320                            | EQUIPMENT MAINTENANCE          | ARNOLD MOTOR SUPPLY            | SPIN-ON                                  | 408.64    |         |
| 100-150-54320                            | EQUIPMENT MAINTENANCE          | FIRST NATIONAL BANK OMAHA      | AMAZON - ROCKER SWITCH                   | 18.99     |         |
| 100-150-54320                            | EQUIPMENT MAINTENANCE          | MENARDS                        | RETURN - 3" MECHANICAL TEST PLUG         | (5.99)    |         |
| 100-150-54320                            | EQUIPMENT MAINTENANCE          | NEBRASKA HARVESTORE SYSTEM     | OIL, FUEL, AIR INNER & OUTER, HYD, ELEM  | 393.02    |         |
| 100-150-54320                            | EQUIPMENT MAINTENANCE          | REARDON LAWN & GARDEN INC      | 3 - BLADES SHREDDER                      | 104.97    |         |
| 100-150-54490                            | IRRIGATION MAINTENANCE         | ECKHARDT ALEN                  | SPRINKLER MODULE                         | 58.85     |         |
| 100-150-54520                            | EQUIPMENT RENTAL/PURCHASE      | BLAZER LLC                     | 3 HURDLES REPAIR                         | 75.00     |         |
| 100-150-55400                            | ADVERTISING AND PROMOTION      | FIRST NATIONAL BANK OMAHA      | FACEBOOK ADS                             | 167.55    |         |

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| Fund 100 GENERAL FUND                       |                           |                            |                                         |           |         |
| Dept 150 PARKS                              |                           |                            |                                         |           |         |
| 100-150-56010                               | SUPPLIES                  | ACE HARDWARE & GARDEN CNT  | NUTS, BOLTS, SCREWS, STOP NTS, FLAT WAS | 342.52    |         |
| 100-150-56010                               | SUPPLIES                  | GUTIERREZ JUAN             | POSTAGE TO RETURN PACKAGE               | 12.45     |         |
| 100-150-56010                               | SUPPLIES                  | MENARDS                    | 5 - 4" CLEANOUT BUSHING W PLUG          | 47.93     |         |
| 100-150-56210                               | NATURAL GAS               | BLACK HILLS ENERGY         | NATURAL GAS                             | 117.97    |         |
| 100-150-56210                               | NATURAL GAS               | HEARTLAND NATURAL GAS LLC  | NATURAL GAS                             | 21.76     |         |
| 100-150-56220                               | ELECTRICITY               | LOUP POWER DISTRICT        | ELECTRICITY                             | 3,753.97  |         |
| 100-150-56240                               | TELEPHONE                 | VERIZON WIRELESS           | CELL PHONE SEP 27 - OCT 26              | 205.77    |         |
| 100-150-56300                               | FOOD COSTS                | FIRST NATIONAL BANK OMAHA  | HYVEE - HOT DOG BUNS, HOTDOGS           | 154.46    |         |
| 100-150-56400                               | PROGRAMS                  | FIRST NATIONAL BANK OMAHA  | HYVEE - SEEDLESS WATERMELON             | 170.66    |         |
| 100-150-56400                               | PROGRAMS                  | SUPER SAVER                | TRASH BAGS, PUMPKINS                    | 386.02    |         |
| 100-150-57510-24006                         | CAPITAL-EQUIPMENT         | MIDWEST PETROLEUM EQUIPMEN | SPILL BUCKET - COMPLETION OF PROJECT    | 6,775.41  |         |
| Total For Dept 150 PARKS                    |                           |                            |                                         | 13,881.43 |         |
| Dept 151 PAWNEE PLUNGE WATER PARK           |                           |                            |                                         |           |         |
| 100-151-53200                               | PROFESSIONAL SERVICES     | FIRST NATIONAL BANK OMAHA  | WHEN TO WORK - ONLINE SCHEDULING        | 216.67    |         |
| 100-151-53200                               | PROFESSIONAL SERVICES     | OLSON'S PEST TECHNICIANS   | PEST CONTROL                            | 75.00     |         |
| 100-151-54310                               | BUILDING MAINTENANCE      | ACE HARDWARE & GARDEN CNT  | BROAD HINGE, BARREL BOLT, DOWEL         | 37.13     |         |
| 100-151-54310                               | BUILDING MAINTENANCE      | ENTERPRISE ELECTRIC COLUME | MH LAMPS, 26W CMPCT FLUOR               | 412.38    |         |
| 100-151-54310                               | BUILDING MAINTENANCE      | MENARDS                    | CONCRETE CRACK SEAL                     | 66.72     |         |
| 100-151-54310                               | BUILDING MAINTENANCE      | SHERWIN-WILLIAMS CO        | GALLON LATITUDE EXT                     | 230.45    |         |
| 100-151-54320                               | EQUIPMENT MAINTENANCE     | REARDON LAWN & GARDEN INC  | SPEED FEED, 1LB DONUT .095 CROSS FIRE   | 46.98     |         |
| 100-151-54320                               | EQUIPMENT MAINTENANCE     | YANDA'S MUSIC & PRO AUDIO  | DIAGNOSIS OF AUDIO/SPEAKER ISSUES PAWNE | 355.00    |         |
| 100-151-56210                               | NATURAL GAS               | BLACK HILLS ENERGY         | NATURAL GAS                             | 77.50     |         |
| 100-151-56220                               | ELECTRICITY               | LOUP POWER DISTRICT        | ELECTRICITY                             | 1,542.16  |         |
| 100-151-56240                               | TELEPHONE                 | FRONTIER                   | PHONE/INTERNET/FAX LINES                | 98.54     |         |
| Total For Dept 151 PAWNEE PLUNGE WATER PARK |                           |                            |                                         | 3,158.53  |         |
| Dept 152 AQUATIC CENTER POOL                |                           |                            |                                         |           |         |
| 100-152-52700                               | TRAINING AND TUITION      | WAMPLER SHANE              | 12/15/23 CPO CLASS                      | 1,400.00  |         |
| 100-152-53200                               | PROFESSIONAL SERVICES     | FIRST NATIONAL BANK OMAHA  | WHEN TO WORK - ONLINE SCHEDULING        | 216.67    |         |
| 100-152-53200                               | PROFESSIONAL SERVICES     | OLSON'S PEST TECHNICIANS   | PEST CONTROL                            | 57.50     |         |
| 100-152-54310                               | BUILDING MAINTENANCE      | ACE HARDWARE & GARDEN CNT  | STEP DRILLBIT                           | 59.99     |         |
| 100-152-54310                               | BUILDING MAINTENANCE      | ENTERPRISE ELECTRIC COLUME | 2 - BATTERY                             | 71.67     |         |
| 100-152-56030                               | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC       | MATS                                    | 0.67      |         |
| 100-152-56210                               | NATURAL GAS               | BLACK HILLS ENERGY         | NATURAL GAS                             | 568.73    |         |
| 100-152-56210                               | NATURAL GAS               | HEARTLAND NATURAL GAS LLC  | NATURAL GAS                             | 1,093.61  |         |
| 100-152-56220                               | ELECTRICITY               | LOUP POWER DISTRICT        | ELECTRICITY                             | 4,177.71  |         |
| 100-152-56240                               | TELEPHONE                 | FRONTIER                   | PHONE/INTERNET/FAX LINES                | 100.11    |         |
| Total For Dept 152 AQUATIC CENTER POOL      |                           |                            |                                         | 7,746.66  |         |
| Dept 155 VAN BERG GOLF COURSE               |                           |                            |                                         |           |         |
| 100-155-53500                               | COMMISSION ON CARTS       | DUNBAR DOUGLAS             | MONTHLY COMMISSIONS - GREEN FEES/CART F | 874.95    |         |
| 100-155-53510                               | COMMISSION ON LIQUOR      | DUNBAR DOUGLAS             | LIQUOR COMMISSIONS                      | 974.93    |         |
| 100-155-53520                               | CONTRACT SERVICES         | DUNBAR DOUGLAS             | MONTHLY CONTRACT                        | 2,316.00  |         |
| 100-155-53530                               | COMMISSION ON GREEN FEES  | DUNBAR DOUGLAS             | MONTHLY COMMISSIONS - GREEN FEES/CART F | 801.45    |         |
| 100-155-54490                               | IRRIGATION MAINTENANCE    | ACE HARDWARE & GARDEN CNT  | FUSE ELECT                              | 5.99      |         |
| 100-155-54520                               | EQUIPMENT RENTAL/PURCHASE | PORT-A-JOHN                | RESTROOM RENTAL - QUAIL RUN, VANBURG, C | 300.00    |         |
| 100-155-56010                               | SUPPLIES                  | ACE HARDWARE & GARDEN CNT  | 44 BATTERIES                            | 12.58     |         |
| 100-155-56050                               | FUEL                      | SAPP BROS COLUMBUS INC     | FUEL                                    | 844.11    |         |
| 100-155-56110                               | PRO-SHOP SUPPLIES         | IMAGE TECH & PRINTING      | SCORE CARDS                             | 1,214.90  |         |
| 100-155-56210                               | NATURAL GAS               | BLACK HILLS ENERGY         | NATURAL GAS                             | 87.33     |         |
| 100-155-56220                               | ELECTRICITY               | LOUP POWER DISTRICT        | ELECTRICITY                             | 585.42    |         |

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| Fund 100 GENERAL FUND                    |                                |                            |                                         |            |         |
| Dept 155 VAN BERG GOLF COURSE            |                                |                            |                                         |            |         |
| Total For Dept 155 VAN BERG GOLF COURSE  |                                |                            |                                         | 8,017.66   |         |
| Dept 156 QUAIL RUN GOLF COURSE           |                                |                            |                                         |            |         |
| 100-156-52700                            | TRAINING AND TUITION           | MOORE DOUGLAS A            | CDL RENEWAL                             | 31.00      |         |
| 100-156-53400                            | COMPUTER SUPPORT/MAINT         | CLUB PROPHET SYSTEMS       | MONTHLY TEE SHEET                       | 500.00     |         |
| 100-156-53400                            | COMPUTER SUPPORT/MAINT         | GOLFNOW                    | WEBSITE/EMAIL HOSTING                   | 185.66     |         |
| 100-156-53500                            | COMMISSION ON CARTS            | DUNBAR DOUGLAS             | MONTHLY COMMISSIONS - GREEN FEES/CART F | 1,603.07   |         |
| 100-156-53510                            | COMMISSION ON LIQUOR           | DUNBAR DOUGLAS             | LIQUOR COMMISSIONS                      | 5,252.37   |         |
| 100-156-53520                            | CONTRACT SERVICES              | DUNBAR DOUGLAS             | MONTHLY CONTRACT                        | 4,702.00   |         |
| 100-156-53530                            | COMMISSION ON GREEN FEES       | DUNBAR DOUGLAS             | MONTHLY COMMISSIONS - GREEN FEES/CART F | 1,408.64   |         |
| 100-156-54310                            | BUILDING MAINTENANCE           | SETTJE PLUMBING            | REPLACE SLOAN DIAPHRAM IN URINAL        | 124.09     |         |
| 100-156-54320                            | EQUIPMENT MAINTENANCE          | ACE HARDWARE & GARDEN CNT  | NUTS, BOLTS, SCREWS                     | 33.23      |         |
| 100-156-54320                            | EQUIPMENT MAINTENANCE          | MENARDS                    | CARR BOLT, FLAT WASHERS, CORNER BRACE   | 24.91      |         |
| 100-156-54320                            | EQUIPMENT MAINTENANCE          | MIDWEST TURF & IRRIGATION  | TORO GROUNDS MASTER 4100-D ROUGH MOWER  | 1,738.16   |         |
| 100-156-54320                            | EQUIPMENT MAINTENANCE          | NAPA AUTO PARTS OF COLUMBU | V-BELT, WIRE STRIPPER                   | 54.02      |         |
| 100-156-54320                            | EQUIPMENT MAINTENANCE          | TURFWERKS                  | SEAL, BEARING                           | 384.54     |         |
| 100-156-54320                            | EQUIPMENT MAINTENANCE          | VAN WALL EQUIPMENT INC     | LOCK NUT, V-BELTS, LATCH                | 216.04     |         |
| 100-156-54350                            | GOLF CART/COURSE MAINT         | FIRST NATIONAL BANK OMAHA  | AMAZON - ON OFF TOGGLE SWITCH, OFFROAD  | 416.18     |         |
| 100-156-54350                            | GOLF CART/COURSE MAINT         | NEBRASKA GOLF & TURF INC   | 6 - 8 VOLT BATTERIES                    | 1,260.00   |         |
| 100-156-54520                            | EQUIPMENT RENTAL/PURCHASE      | PORT-A-JOHNS               | RESTROOM RENTAL - QUAIL RUN, VANBURG, C | 75.00      |         |
| 100-156-55920                            | MISC FEES                      | THE GOLF SHOP              | MONTHLY TERMINAL USAGE FEE FOR OCTOBER  | 1,009.06   |         |
| 100-156-56010                            | SUPPLIES                       | JACKSON SERVICES INC       | UNIFORMS                                | 54.71      |         |
| 100-156-56010                            | SUPPLIES                       | PREFERRED PIPELINE LLC     | SAND                                    | 694.50     |         |
| 100-156-56050                            | FUEL                           | SAPP BROS COLUMBUS INC     | FUEL                                    | 847.50     |         |
| 100-156-56110                            | PRO-SHOP SUPPLIES              | CULLIGAN OF COLUMBUS       | SALT PELLET DELIVERED                   | 50.00      |         |
| 100-156-56110                            | PRO-SHOP SUPPLIES              | OLSON'S PEST TECHNICIANS   | PEST CONTROL                            | 70.00      |         |
| 100-156-56210                            | NATURAL GAS                    | BLACK HILLS ENERGY         | NATURAL GAS                             | 72.21      |         |
| 100-156-56210                            | NATURAL GAS                    | HEARTLAND NATURAL GAS LLC  | NATURAL GAS                             | 113.20     |         |
| 100-156-56220                            | ELECTRICITY                    | LOUP POWER DISTRICT        | ELECTRICITY                             | 4,220.13   |         |
| 100-156-56240                            | TELEPHONE                      | FRONTIER                   | PHONE/INTERNET/FAX LINES                | 100.11     |         |
| 100-156-56240                            | TELEPHONE                      | VERIZON WIRELESS           | CELL PHONE SEP 27 - OCT 26              | 82.88      |         |
| 100-156-57510                            | CAPITAL-EQUIPMENT              | MIDWEST TURF & IRRIGATION  | TORO GROUNDS MASTER 4100-D ROUGH MOWER  | 88,018.00  |         |
| Total For Dept 156 QUAIL RUN GOLF COURSE |                                |                            |                                         | 113,341.21 |         |
| Total For Fund 100 GENERAL FUND          |                                |                            |                                         | 441,214.63 |         |
| Fund 200 STREETS/ENGINEERING             |                                |                            |                                         |            |         |
| Dept 200 STREETS                         |                                |                            |                                         |            |         |
| 200-200-52710                            | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV   | INFLUENZA VACCINATION, COLLECTION & TES | 67.00      |         |
| 200-200-52800                            | UNIFORMS                       | JACKSON SERVICES INC       | SHOP TOWELS, UNIFORMS                   | 431.66     |         |
| 200-200-54310                            | BUILDING MAINTENANCE           | OLSON'S PEST TECHNICIANS   | PEST CONTROL                            | 18.33      |         |
| 200-200-54320                            | EQUIPMENT MAINTENANCE          | ADVANCE AUTO PARTS         | OIL 5W30 SYNTHETIC                      | 105.00     |         |
| 200-200-54320                            | EQUIPMENT MAINTENANCE          | FIRST NATIONAL BANK OMAHA  | LIQUID SURGE CONTROL - SURGE BUSTER     | 1,105.19   |         |
| 200-200-54320                            | EQUIPMENT MAINTENANCE          | MID-IOWA SOLID WASTE       | 4-SEGMENT GUTTER BROOM                  | 500.16     |         |
| 200-200-54320                            | EQUIPMENT MAINTENANCE          | MITCHELL1                  | SHOP KEY TECHSERIES PLUS SE             | 2,244.00   |         |
| 200-200-54320                            | EQUIPMENT MAINTENANCE          | PRODUCTIVITY PLUS ACCOUNT- | BOLT/STRIKER                            | 56.00      |         |
| 200-200-54320                            | EQUIPMENT MAINTENANCE          | TIRE OUTLET INC            | TIRE                                    | 364.39     |         |
| 200-200-54320                            | EQUIPMENT MAINTENANCE          | TY'S OUTDOOR POWER & SERV  | GEARBOX ASSY                            | 603.92     |         |
| 200-200-54330                            | VEHICLE MAINTENANCE            | PLATTE VALLEY COMMUNICATIO | CKIT 30', MINI UHF MALE                 | 58.85      |         |
| 200-200-54330                            | VEHICLE MAINTENANCE            | RIVER VALLEY TIRE SERVICE  | TIRE REPAIR                             | 30.00      |         |
| 200-200-54450                            | STREET MAINTENANCE             | GEHRING CONSTRUCTION &     | 43RD AVE & 31ST STREET                  | 1,334.75   |         |
| 200-200-55200                            | INSURANCE                      | LARM (LEAGUE ASSOCIATION C | ENDORSEMENT #6                          | 350.47     |         |
| 200-200-56010                            | SUPPLIES                       | ADVANCE AUTO PARTS         | FUEL FILTERS                            | 27.98      |         |

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| Fund 200 STREETS/ENGINEERING           |                           |                            |                                         |            |         |
| Dept 200 STREETS                       |                           |                            |                                         |            |         |
| 200-200-56010                          | SUPPLIES                  | GEHRING CONSTRUCTION &     | WIRE TIES                               | 111.89     |         |
| 200-200-56010                          | SUPPLIES                  | MENARDS                    | FURNANCE FILTER, 3 BUTTON TRANSMITTERS, | 220.12     |         |
| 200-200-56010                          | SUPPLIES                  | T-BONE PD LLC              | PROPANE                                 | 149.56     |         |
| 200-200-56010                          | SUPPLIES                  | WHITE CAP LP               | 5 GAL SALTGUARD                         | 287.39     |         |
| 200-200-56050                          | FUEL                      | SAPP BROS COLUMBUS INC     | FUEL                                    | 21,110.00  |         |
| 200-200-56120                          | TRAFFIC SIGNS             | FIRST NATIONAL BANK OMAHA  | LED FLAME BULBS                         | 759.38     |         |
| 200-200-56210                          | NATURAL GAS               | BLACK HILLS ENERGY         | NATURAL GAS                             | 108.30     |         |
| 200-200-56210                          | NATURAL GAS               | HEARTLAND NATURAL GAS LLC  | NATURAL GAS                             | 150.91     |         |
| 200-200-56220                          | ELECTRICITY               | CORNHUSKER PUBLIC POWER DJ | ELECTRICITY                             | 594.30     |         |
| 200-200-56220                          | ELECTRICITY               | LOUP POWER DISTRICT        | ELECTRICITY                             | 29,724.20  |         |
| 200-200-56240                          | TELEPHONE                 | VERIZON WIRELESS           | CELL PHONE SEP 27 - OCT 26              | 168.62     |         |
| 200-200-56250                          | REFUSE                    | NORTHEAST NEBRASKA SOLID   | LANDFILL CHARGES                        | 9,216.27   |         |
| 200-200-56250                          | REFUSE                    | WASTE CONNECTIONS OF NEBR  | GARBAGE SERVICE - OCTOBER               | 47.75      |         |
| 200-200-57300-20070                    | CAPITAL-NEW CONSTRUCTION  | WESTERN ENGINEERING        | SHADY LAKE ROAD OVERLAY                 | 24,680.25  |         |
| 200-200-57510-24023                    | CAPITAL-EQUIPMENT         | MASTER TECH TRUCK & EQUIPM | REVERSIBLE PLOW                         | 13,198.00  |         |
| Total For Dept 200 STREETS             |                           |                            |                                         | 107,824.64 |         |
| Dept 202 MECHANICS SHOP                |                           |                            |                                         |            |         |
| 200-202-52800                          | UNIFORMS                  | JACKSON SERVICES INC       | SHOP TOWELS, UNIFORMS                   | 64.14      |         |
| 200-202-53400                          | COMPUTER SUPPORT/MAINT    | MITCHELL1                  | SHOP KEY TECHSERIES PLUS SE             | 2,244.00   |         |
| 200-202-56010                          | SUPPLIES                  | ACE HARDWARE & GARDEN CNT  | DUCT TAPE                               | 35.96      |         |
| 200-202-56010                          | SUPPLIES                  | O'REILLY AUTOMOTIVE INC    | BUTANE                                  | 20.97      |         |
| 200-202-56090                          | SMALL TOOLS               | TOO FAST SUPPLY            | 1" DRIVE X 1" DEEP                      | 36.78      |         |
| 200-202-56130                          | SUPPLIES FOR RESALE       | ADVANCE AUTO PARTS         | AIR CHG TMP SENSOR                      | 1,929.60   |         |
| 200-202-56130                          | SUPPLIES FOR RESALE       | ARNOLD MOTOR SUPPLY        | CORE CREDIT                             | 491.44     |         |
| 200-202-56130                          | SUPPLIES FOR RESALE       | BGNE INC                   | CLASS ACT NON-CHLORINATED BRAKE CLEANER | 791.18     |         |
| 200-202-56130                          | SUPPLIES FOR RESALE       | CHROME N' STEEL TRUCK & TF | STUDS, LUG NUTS                         | 100.24     |         |
| 200-202-56130                          | SUPPLIES FOR RESALE       | JOHN DEERE FINANCIAL       | GASKET                                  | 2.65       |         |
| 200-202-56130                          | SUPPLIES FOR RESALE       | K-C AUTO SUPPLY INC        | FLEXIBLE FOAM, SEAM SEALER              | 124.63     |         |
| 200-202-56130                          | SUPPLIES FOR RESALE       | O'REILLY AUTOMOTIVE INC    | SEAM SEALER                             | 238.77     |         |
| 200-202-56130                          | SUPPLIES FOR RESALE       | POWER PLAN                 | MURPHY TRACTOR - O-RING, THERMOSTAT     | 63.79      |         |
| 200-202-56130                          | SUPPLIES FOR RESALE       | SAPP BROS COLUMBUS INC     | AMERIGUARD 15W-40 HD                    | 1,258.49   |         |
| Total For Dept 202 MECHANICS SHOP      |                           |                            |                                         | 7,402.64   |         |
| Total For Fund 200 STREETS/ENGINEERING |                           |                            |                                         | 115,227.28 |         |
| Fund 205 AIRPORT                       |                           |                            |                                         |            |         |
| Dept 205 AIRPORT                       |                           |                            |                                         |            |         |
| 205-205-54470                          | FSS BUILDING MAINTENANCE  | COLUMBUS PLUMBING COMPANY  | SERVICE CALL                            | 79.00      |         |
| 205-205-54480                          | HANGAR MAINTENANCE        | FIRST NATIONAL BANK OMAHA  | HYPERLITE - HIGH BAY LIGHT, LED PARKING | 203.98     |         |
| 205-205-56010                          | SUPPLIES                  | FIRST NATIONAL BANK OMAHA  | BOMGAARS - HAND WIPES, SNAP             | 34.84      |         |
| 205-205-56010                          | SUPPLIES                  | MENARDS                    | SELF DRILL SCREWS, PARTS CLEANER, WD-4C | 96.85      |         |
| 205-205-56010                          | SUPPLIES                  | NAPA AUTO PARTS OF COLUMBU | 9V BATTERY, TOGGLE LED RED              | 19.22      |         |
| 205-205-56030                          | CLEANING SUPPLIES/SERVICE | HEARTLAND OFFICE CLEANERS  | NOV CLEANING                            | 250.00     |         |
| 205-205-56220                          | ELECTRICITY               | LOUP POWER DISTRICT        | ELECTRICITY                             | 1,068.61   |         |
| 205-205-56240                          | TELEPHONE                 | VERIZON WIRELESS           | CELL PHONE SEP 27 - OCT 26              | 85.74      |         |
| 205-205-56260                          | UTILITIES - FSS BUILDING  | WASTE CONNECTIONS OF NEBR  | GARBAGE SERVICE - OCTOBER               | 40.00      |         |
| Total For Dept 205 AIRPORT             |                           |                            |                                         | 1,878.24   |         |
| Total For Fund 205 AIRPORT             |                           |                            |                                         | 1,878.24   |         |
| Fund 220 COMMUNICATIONS - E911         |                           |                            |                                         |            |         |
| Dept 220 E911                          |                           |                            |                                         |            |         |

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| Fund 220 COMMUNICATIONS - E911                          |                                  |                               |                                          |              |         |
| Dept 220 E911                                           |                                  |                               |                                          |              |         |
| 220-220-53200                                           | PROFESSIONAL SERVICES            | HOWERTER MD MARK S            | EMERGENCY MEDICAL DIRECTOR-JCC           | 655.00       |         |
| 220-220-53200                                           | PROFESSIONAL SERVICES            | LANGUAGE LINE SERVICES INC    | OVER THE PHONE INTERPRETATION            | 152.87       |         |
| 220-220-55900                                           | MISCELLANEOUS                    | FIRST NATIONAL BANK OMAHA     | HYVEE - HALLOWEEN CANDY FOR TRUNK OR TF  | 72.97        |         |
| 220-220-56010                                           | SUPPLIES                         | CULLIGAN OF COLUMBUS          | EQUIPMENT - REVERSE OSMOSIS              | 32.00        |         |
| 220-220-56010                                           | SUPPLIES                         | FIRST NATIONAL BANK OMAHA     | AMAZON - TRASH BAGS                      | 36.77        |         |
| 220-220-56020                                           | OFFICE SUPPLIES                  | FIRST NATIONAL BANK OMAHA     | INDEX CARDSTOCK, MAGNETIC LABEL HOLDERS  | 48.79        |         |
| 220-220-56030                                           | CLEANING SUPPLIES/SERVICE        | HEARTLAND OFFICE CLEANERS     | NOV CLEANING                             | 250.00       |         |
| 220-220-56220                                           | ELECTRICITY                      | LOUP POWER DISTRICT           | ELECTRICITY                              | 479.52       |         |
| 220-220-56240                                           | TELEPHONE                        | AT&T MOBILITY                 | WIRELESS SEP 22 - OCT 21                 | 80.08        |         |
| 220-220-56240                                           | TELEPHONE                        | CENTURY LINK                  | E911 PHONE CHARGES                       | 930.00       |         |
| 220-220-56240                                           | TELEPHONE                        | FRONTIER                      | E911 PHONE CHARGES 10/30/23 TO 11/29/23  | 950.07       |         |
| 220-220-56240                                           | TELEPHONE                        | LINGO                         | E911 PHONE SERVICE 10/01/2023 - 10/31/23 | 51.70        |         |
| 220-220-56240                                           | TELEPHONE                        | VERIZON WIRELESS              | CELL PHONE SEP 27 - OCT 26               | 42.87        |         |
| 220-220-56250                                           | REFUSE                           | WASTE CONNECTIONS OF NEBRASKA | GARBAGE SERVICE - OCTOBER                | 40.00        |         |
| 220-220-57510-24028                                     | CAPITAL-EQUIPMENT                | RFCC                          | CONSULTING FEE PUBLIC SAFETY RADIO SYST  | 750.00       |         |
| Total For Dept 220 E911                                 |                                  |                               |                                          | 4,572.64     |         |
| Total For Fund 220 COMMUNICATIONS - E911                |                                  |                               |                                          | 4,572.64     |         |
| Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING        |                                  |                               |                                          |              |         |
| Dept 225 EC-911 EQUIPMENT SHARING                       |                                  |                               |                                          |              |         |
| 225-225-56240                                           | TELEPHONE                        | TELECOMMUNICATION SYSTEMS     | MONTHLY CIRCUIT FEES                     | 1,970.67     |         |
| Total For Dept 225 EC-911 EQUIPMENT SHARING             |                                  |                               |                                          | 1,970.67     |         |
| Total For Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHAR |                                  |                               |                                          | 1,970.67     |         |
| Fund 400 DEBT SERVICE FUND                              |                                  |                               |                                          |              |         |
| Dept 000                                                |                                  |                               |                                          |              |         |
| 400-000-22563                                           | 2021 GO HIGHWAY ALLOCATION BONDS | BOKF NA                       | GENERAL OBLIGATION HIGHWAY ALLOCATION F  | 20,000.00    |         |
| Total For Dept 000                                      |                                  |                               |                                          | 20,000.00    |         |
| Dept 459 2021 COPS - CITY HALL                          |                                  |                               |                                          |              |         |
| 400-459-59020                                           | INTEREST AND FISCAL FEES         | BOKF NA                       | CERTIFICATES OF PARTICIPATION SERIES 20  | 93,750.00    |         |
| Total For Dept 459 2021 COPS - CITY HALL                |                                  |                               |                                          | 93,750.00    |         |
| Dept 460 GENERAL OBLIGATION HIGHWAY ALLOC BONDS         |                                  |                               |                                          |              |         |
| 400-460-59020                                           | INTEREST AND FISCAL FEES         | BOKF NA                       | GENERAL OBLIGATION HIGHWAY ALLOCATION F  | 92,825.00    |         |
| Total For Dept 460 GENERAL OBLIGATION HIGHWAY ALLOC BO  |                                  |                               |                                          | 92,825.00    |         |
| Total For Fund 400 DEBT SERVICE FUND                    |                                  |                               |                                          | 206,575.00   |         |
| Fund 500 UTILITY SERVICE                                |                                  |                               |                                          |              |         |
| Dept 000                                                |                                  |                               |                                          |              |         |
| 500-000-20100                                           | SAM-41                           | GRIESMAN PRESTON              | UB refund for account: 300-52240-01      | 68.61        |         |
| 500-000-22526                                           | 2016 COMB REV REF BONDS          | BOKF NA                       | COMBINED REVENUE & REFUNDING BONDS, SEF  | 495,000.00   |         |
| 500-000-22899                                           | CURRENT PORTION OF LTD           | BOKF NA                       | COMBINED REVENUE REFUNDING BONDS, SERIE  | 955,000.00   |         |
| Total For Dept 000                                      |                                  |                               |                                          | 1,450,068.61 |         |
| Dept 500 WASTEWATER COLLECTION                          |                                  |                               |                                          |              |         |
| 500-500-52700                                           | TRAINING AND TUITION             | NDEE                          | ONSITE WASTEWATER TREATMENT SYSTEMS REN  | 300.00       |         |
| 500-500-52710                                           | EMPLOYEE RECRUITMENT/RETENTION   | OCCUPATIONAL HEALTH SERV      | INFLUENZA VACCINATION, COLLECTION & TES  | 134.00       |         |
| 500-500-52800                                           | UNIFORMS                         | JACKSON SERVICES INC          | UNIFORMS                                 | 271.61       |         |
| 500-500-54310                                           | BUILDING MAINTENANCE             | MID-AMERICAN RESEARCH         | ICE MELTER PLUS                          | 45.00        |         |
| 500-500-54310                                           | BUILDING MAINTENANCE             | OLSON'S PEST TECHNICIANS      | PEST CONTROL                             | 18.34        |         |

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| Fund 500 UTILITY SERVICE                    |                           |                            |                                         |              |         |
| Dept 500 WASTEWATER COLLECTION              |                           |                            |                                         |              |         |
| 500-500-54320                               | EQUIPMENT MAINTENANCE     | MENARDS                    | 7 - CONCRETE MIX                        | 31.43        |         |
| 500-500-54320                               | EQUIPMENT MAINTENANCE     | MUNICIPAL PIPE TOOL CO LLC | BOOM IN/OUT SOLENOID                    | 2,487.90     |         |
| 500-500-54330                               | VEHICLE MAINTENANCE       | FIRST NATIONAL BANK OMAHA  | FLOOR MATS                              | 95.99        |         |
| 500-500-54390                               | SYSTEM MAINTENANCE        | A TO Z MESSAGING           | ANSWERING SERVICE                       | 67.50        |         |
| 500-500-54390                               | SYSTEM MAINTENANCE        | MENARDS                    | PURPLE PRIMER, CLEAR PVC CEMENT, PVC CI | 49.22        |         |
| 500-500-54390                               | SYSTEM MAINTENANCE        | ONE CALL CONCEPTS INC      | LOCATE FEES                             | 189.32       |         |
| 500-500-56010                               | SUPPLIES                  | ACE HARDWARE & GARDEN CNT  | TAPE                                    | 3.00         |         |
| 500-500-56040                               | POSTAGE AND FREIGHT       | CASEY'S MAIL SERVICE LLC   | DALIY MAIL, WATER STATEMENTS            | 2,376.51     |         |
| 500-500-56220                               | ELECTRICITY               | CORNHUSKER PUBLIC POWER DJ | ELECTRICITY                             | 321.32       |         |
| 500-500-56220                               | ELECTRICITY               | LOUP POWER DISTRICT        | ELECTRICITY                             | 2,067.71     |         |
| 500-500-56240                               | TELEPHONE                 | VERIZON WIRELESS           | CELL PHONE SEP 27 - OCT 26              | 304.36       |         |
| 500-500-56250                               | REFUSE                    | WASTE CONNECTIONS OF NEBR  | GARBAGE SERVICE - OCTOBER               | 20.00        |         |
| 500-500-57300-20091                         | CAPITAL-NEW CONSTRUCTION  | HDR ENGINEERING INC        | LOST CREEK PARKWAY SEWER PROJECT        | 4,849.17     |         |
| 500-500-59020                               | INTEREST AND FISCAL FEES  | BOKF NA                    | COMBINED REVENUE REFUNDING BOND SERIES  | 66,419.62    |         |
| Total For Dept 500 WASTEWATER COLLECTION    |                           |                            |                                         | 80,052.00    |         |
| Dept 501 WASTEWATER TREATMENT FAC           |                           |                            |                                         |              |         |
| 500-501-51100                               | SALARIES AND WAGES        | NDEE                       | AMY L SLIVA WASTEWATER TREATMENT CERTIF | 300.00       |         |
| 500-501-52700                               | TRAINING AND TUITION      | FAIRFIELD INN & SUITES     | BRETT ALSWAGER                          | 1,214.55     |         |
| 500-501-52700                               | TRAINING AND TUITION      | SLIVA CHUCK                | MILEAGE - WASTEWATER CLASS              | 62.88        |         |
| 500-501-52800                               | UNIFORMS                  | JACKSON SERVICES INC       | UNIFORMS                                | 198.81       |         |
| 500-501-54320                               | EQUIPMENT MAINTENANCE     | FIRST NATIONAL BANK OMAHA  | AMAZON - COMPRESSOR START RELAY         | 38.98        |         |
| 500-501-54320                               | EQUIPMENT MAINTENANCE     | KELLY SUPPLY COMPANY       | PLANT MASTER 200 BLACK, GATES STEM      | 48.64        |         |
| 500-501-54320                               | EQUIPMENT MAINTENANCE     | MENARDS                    | 2 - 2X4-16' AC2 GREEN TREATED           | 97.34        |         |
| 500-501-54330                               | VEHICLE MAINTENANCE       | MENARDS                    | 50/50 AF, EXTENDED LIFE AF              | 42.46        |         |
| 500-501-55640                               | COMPLIANCE TESTING        | MIDWEST LABORATORIES INC   | SUPPLIES                                | 52.75        |         |
| 500-501-56010                               | SUPPLIES                  | MCMaster-CARR              | DISPOSABLE GLOVES, URINAL SCREEN, URINF | 81.20        |         |
| 500-501-56010                               | SUPPLIES                  | MENARDS                    | FINISHING NAIL, WELDABLE PERF SHEET     | 168.11       |         |
| 500-501-56010                               | SUPPLIES                  | NEBRASKA-IOWA INDUSTRIAL   | NITRILE GLOVES, WINTER GLOVES, CLEANING | 596.24       |         |
| 500-501-56030                               | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC       | MAT                                     | 87.26        |         |
| 500-501-56040                               | POSTAGE AND FREIGHT       | MAILBOX                    | SCHULER SCIENTIFIC                      | 55.87        |         |
| 500-501-56060                               | CHEMICALS                 | PETE LIEN & SONS INC.      | QUICKLIME FINES                         | 6,650.24     |         |
| 500-501-56210                               | NATURAL GAS               | BLACK HILLS ENERGY         | NATURAL GAS                             | 1,293.91     |         |
| 500-501-56210                               | NATURAL GAS               | HEARTLAND NATURAL GAS LLC  | NATURAL GAS                             | 1,135.32     |         |
| 500-501-56220                               | ELECTRICITY               | LOUP POWER DISTRICT        | ELECTRICITY                             | 13,905.47    |         |
| 500-501-56240                               | TELEPHONE                 | FRONTIER                   | PHONE/INTERNET/FAX LINES                | 107.11       |         |
| 500-501-56240                               | TELEPHONE                 | VERIZON WIRELESS           | CELL PHONE SEP 27 - OCT 26              | 85.74        |         |
| 500-501-56250                               | REFUSE                    | NORTHEAST NEBRASKA SOLID   | LANDFILL CHARGES                        | 147.36       |         |
| 500-501-59020                               | INTEREST AND FISCAL FEES  | BOKF NA                    | COMBINED REVENUE BONDS, SERIES 2018     | 570,445.61   |         |
| Total For Dept 501 WASTEWATER TREATMENT FAC |                           |                            |                                         | 596,815.85   |         |
| Total For Fund 500 UTILITY SERVICE          |                           |                            |                                         | 2,126,936.46 |         |
| Fund 520 WATER                              |                           |                            |                                         |              |         |
| Dept 000                                    |                           |                            |                                         |              |         |
| 520-000-20100                               | WAM-41                    | GRIESMAN PRESTON           | UB refund for account: 300-52240-01     | 36.33        |         |
| 520-000-22526                               | 2016 COMB REV REF BONDS   | BOKF NA                    | COMBINED REVENUE & REFUNDING BONDS, SEF | 120,000.00   |         |
| Total For Dept 000                          |                           |                            |                                         | 120,036.33   |         |
| Dept 520 WATER                              |                           |                            |                                         |              |         |
| 520-520-52700                               | TRAINING AND TUITION      | FAIRFIELD INN & SUITES     | JAKE WACHA                              | 404.85       |         |
| 520-520-52700                               | TRAINING AND TUITION      | NDEE                       | WATER OPERATOR RENEWAL-TRENT TOBIASON   | 3,105.00     |         |
| 520-520-52700                               | TRAINING AND TUITION      | WACHA JACOB                | WATER TRAINING CLASS - ROLLS, COFFEE    | 60.96        |         |

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| GL Number                             | Invoice Line Desc        | Vendor                     | Invoice Description                     | Amount     | Check # |
|---------------------------------------|--------------------------|----------------------------|-----------------------------------------|------------|---------|
| Fund 520 WATER                        |                          |                            |                                         |            |         |
| Dept 520 WATER                        |                          |                            |                                         |            |         |
| 520-520-52800                         | UNIFORMS                 | JACKSON SERVICES INC       | UNIFORMS                                | 222.83     |         |
| 520-520-53400                         | COMPUTER SUPPORT/MAINT   | FIRST NATIONAL BANK OMAHA  | AMAZON - SD CARD READER USB             | 32.32      |         |
| 520-520-54310                         | BUILDING MAINTENANCE     | MID-AMERICAN RESEARCH      | ICE MELTER PLUS                         | 45.00      |         |
| 520-520-54310                         | BUILDING MAINTENANCE     | OLSON'S PEST TECHNICIANS   | PEST CONTROL                            | 18.33      |         |
| 520-520-54320                         | EQUIPMENT MAINTENANCE    | ACE HARDWARE & GARDEN CNT  | COUPLE PVC 1/2"                         | 8.34       |         |
| 520-520-54320                         | EQUIPMENT MAINTENANCE    | KELLY SUPPLY COMPANY       | BALL VALVE                              | 24.78      |         |
| 520-520-54320                         | EQUIPMENT MAINTENANCE    | REARDON LAWN & GARDEN INC  | CLIP-COVER, COLLAR SCREW, PRO .095 LINE | 47.03      |         |
| 520-520-54330                         | VEHICLE MAINTENANCE      | FIRST NATIONAL BANK OMAHA  | FLOOR MATS                              | 95.99      |         |
| 520-520-54390                         | SYSTEM MAINTENANCE       | A TO Z MESSAGING           | ANSWERING SERVICE                       | 67.50      |         |
| 520-520-54390                         | SYSTEM MAINTENANCE       | ACE HARDWARE & GARDEN CNT  | DRILL POWERED PUMP                      | 16.04      |         |
| 520-520-54390                         | SYSTEM MAINTENANCE       | CORE & MAIN LP             | HYMAX 2 FLIP COUPLING                   | 2,009.36   |         |
| 520-520-54390                         | SYSTEM MAINTENANCE       | GERHOLD CONCRETE COMPANY   | 32ND AVE & 13TH ST                      | 509.16     |         |
| 520-520-54390                         | SYSTEM MAINTENANCE       | HOA SOLUTIONS INC          | MOXA REMOTE ETHERNET, 360 TWISTED SHIEI | 6,408.02   |         |
| 520-520-54390                         | SYSTEM MAINTENANCE       | LINCOLN WINWATER WORKS     | 8 - GASKET/T-BOLTS                      | 355.90     |         |
| 520-520-54390                         | SYSTEM MAINTENANCE       | ONE CALL CONCEPTS INC      | LOCATE FEES                             | 189.32     |         |
| 520-520-54390                         | SYSTEM MAINTENANCE       | PLATTE VALLEY COMMUNICATIO | VHF 45W 16CH "A"                        | 691.36     |         |
| 520-520-54390                         | SYSTEM MAINTENANCE       | POLLARD WATER #3326        | POLY PUMP                               | 1,089.95   |         |
| 520-520-54420                         | WELL MAINTENANCE         | FERRELLGAS LP              | RENTAL 10/23/2023 TO 10/22/2024 WATER F | 147.70     |         |
| 520-520-55200                         | INSURANCE                | LARM (LEAGUE ASSOCIATION C | ENDORSEMENT #6                          | 350.47     |         |
| 520-520-55640                         | COMPLIANCE TESTING       | MAILBOX                    | NEBRASKA PUBLIC HEALTH                  | 205.56     |         |
| 520-520-55640                         | COMPLIANCE TESTING       | MIDWEST LABORATORIES INC   | WATER TESTING                           | 1,146.00   |         |
| 520-520-56040                         | POSTAGE AND FREIGHT      | CASEY'S MAIL SERVICE LLC   | DALY MAIL, WATER STATEMENTS             | 2,376.50   |         |
| 520-520-56060                         | CHEMICALS                | AQUA-PURE INC              | MONTHLY SERVICE CONTRACT - NORTH & SOUT | 11,635.33  |         |
| 520-520-56060                         | CHEMICALS                | HAWKINS INC                | CHEMICALS                               | 2,077.37   |         |
| 520-520-56130                         | SUPPLIES FOR RESALE      | CORE & MAIN LP             | 75 - METER COUPLINGS NO LEAD            | 10,060.00  |         |
| 520-520-56135                         | AMR RADIO EXPENSE        | CORE & MAIN LP             | 65 - 510M S/POINT M2 WIRED              | 71,440.00  |         |
| 520-520-56210                         | NATURAL GAS              | BLACK HILLS ENERGY         | NATURAL GAS                             | 735.64     |         |
| 520-520-56210                         | NATURAL GAS              | HEARTLAND NATURAL GAS LLC  | NATURAL GAS                             | 64.68      |         |
| 520-520-56220                         | ELECTRICITY              | LOUP POWER DISTRICT        | ELECTRICITY                             | 19,429.30  |         |
| 520-520-56240                         | TELEPHONE                | FRONTIER                   | NWP ALARM 10/30/23 TO 11/29/23          | 273.75     |         |
| 520-520-56240                         | TELEPHONE                | VERIZON WIRELESS           | CELL PHONE SEP 27 - OCT 26              | 558.88     |         |
| 520-520-56250                         | REFUSE                   | WASTE CONNECTIONS OF NEBR  | GARBAGE SERVICE - OCTOBER               | 20.00      |         |
| 520-520-57200-22031                   | CAPITAL-LAND & BUILDINGS | HDR ENGINEERING INC        | DESIGN & CONSTRUCTION PHASE LOST CREEK  | 5,103.38   |         |
| 520-520-59020                         | INTEREST AND FISCAL FEES | BOKF NA                    | COMBINED REVENUE REFUNDING BOND SERIES  | 79,611.02  |         |
| Total For Dept 520 WATER              |                          |                            |                                         | 220,637.62 |         |
| Total For Fund 520 WATER              |                          |                            |                                         | 340,673.95 |         |
| Fund 560 STORMWATER UTILITY           |                          |                            |                                         |            |         |
| Dept 000                              |                          |                            |                                         |            |         |
| 560-000-20100                         | SXF-2                    | GRIESMAN PRESTON           | UB refund for account: 300-52240-01     | 15.71      |         |
| Total For Dept 000                    |                          |                            |                                         | 15.71      |         |
| Dept 560 STORMWATER UTILITY           |                          |                            |                                         |            |         |
| 560-560-52700                         | TRAINING AND TUITION     | FIRST NATIONAL BANK OMAHA  | NEBRASKA FLOODPLAN ANNUAL MEETING-BOSWE | 40.00      |         |
| Total For Dept 560 STORMWATER UTILITY |                          |                            |                                         | 40.00      |         |
| Total For Fund 560 STORMWATER UTILITY |                          |                            |                                         | 55.71      |         |
| Fund 570 SOLID WASTE DIVISION         |                          |                            |                                         |            |         |
| Dept 000                              |                          |                            |                                         |            |         |
| 570-000-20100                         | SWD-1                    | GRIESMAN PRESTON           | UB refund for account: 300-52240-01     | 9.03       |         |

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|-----------------------------------------|--------------------------------|----------------------------|-----------------------------------------|------------|---------|
| Fund 570 SOLID WASTE DIVISION           |                                |                            |                                         |            |         |
| Dept 000                                |                                |                            |                                         |            |         |
| Total For Dept 000                      |                                |                            |                                         | 9.03       |         |
| Dept 570 TRANSFER STATION               |                                |                            |                                         |            |         |
| 570-570-52700                           | TRAINING AND TUITION           | FAIRFIELD INN & SUITES     | RICHARD EATON                           | 269.90     |         |
| 570-570-52710                           | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV   | INFLUENZA VACCINATION, COLLECTION & TES | 67.00      |         |
| 570-570-52800                           | UNIFORMS                       | JACKSON SERVICES INC       | UNIFORMS                                | 264.71     |         |
| 570-570-53200                           | PROFESSIONAL SERVICES          | OLSON'S PEST TECHNICIANS   | PEST CONTROL                            | 50.00      |         |
| 570-570-54310                           | BUILDING MAINTENANCE           | NEBRASKA FIRE SPRINKLER CC | ANNUAL FIRE SPRINKLER INSPECTION        | 300.00     |         |
| 570-570-54320                           | EQUIPMENT MAINTENANCE          | TIRE OUTLET INC            | REPAIR                                  | 151.00     |         |
| 570-570-54330                           | VEHICLE MAINTENANCE            | FULL THROTTLE TRUCK &      | REPLACE BRAKES                          | 565.84     |         |
| 570-570-54330                           | VEHICLE MAINTENANCE            | POMP'S TIRE SERVICE INC.   | TIRES                                   | 320.71     |         |
| 570-570-54330                           | VEHICLE MAINTENANCE            | SAPP BROS COLUMBUS INC     | WHEELGREASE                             | 107.50     |         |
| 570-570-54330                           | VEHICLE MAINTENANCE            | TIRE OUTLET INC            | USED TRUCK TIRE, 3 REPAIRS              | 240.00     |         |
| 570-570-54550                           | LANDFILL DISPOSAL              | NORTHEAST NEBRASKA SOLID   | LANDFILL CHARGES                        | 124,174.57 |         |
| 570-570-54580                           | COMPOSTING                     | M & L INC                  | YARD WASTE REMOVAL 10/01/2023 - 10/31/2 | 4,603.35   |         |
| 570-570-55200                           | INSURANCE                      | LARM (LEAGUE ASSOCIATION C | CREDIT - ENDORSEMENT #8                 | (439.54)   |         |
| 570-570-56010                           | SUPPLIES                       | MENARDS                    | WINDSHIELD WASH, PL FULL EXTENDED LIFE  | 129.08     |         |
| 570-570-56030                           | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC       | MATS, ROLLER TOWELS, UNIFORMS           | 34.16      |         |
| 570-570-56050                           | FUEL                           | SAPP BROS COLUMBUS INC     | FUEL                                    | 8,880.00   |         |
| 570-570-56090                           | SMALL TOOLS                    | O'REILLY AUTOMOTIVE INC    | AFZ TESTER                              | 4.29       |         |
| 570-570-56220                           | ELECTRICITY                    | LOUP POWER DISTRICT        | ELECTRICITY                             | 520.96     |         |
| 570-570-56240                           | TELEPHONE                      | VERIZON WIRELESS           | CELL PHONE SEP 27 - OCT 26              | 42.87      |         |
| Total For Dept 570 TRANSFER STATION     |                                |                            |                                         | 140,286.40 |         |
| Total For Fund 570 SOLID WASTE DIVISION |                                |                            |                                         | 140,295.43 |         |
| Fund 600 HEALTH INSURANCE               |                                |                            |                                         |            |         |
| Dept 000                                |                                |                            |                                         |            |         |
| 600-000-10113                           | PETTY CASH WELLNESS            | COLUMBUS AREA CHAMBER OF   | COLUMBUS BUCKS-PACE PROGRAM             | 1,140.00   |         |
| Total For Dept 000                      |                                |                            |                                         | 1,140.00   |         |
| Total For Fund 600 HEALTH INSURANCE     |                                |                            |                                         | 1,140.00   |         |

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Fund Totals:

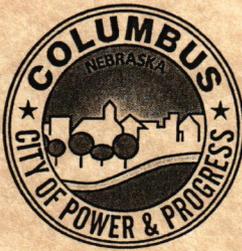
|                           |              |
|---------------------------|--------------|
| Fund 100 GENERAL FUND     | 441,214.63   |
| Fund 200 STREETS/ENGINEE  | 115,227.28   |
| Fund 205 AIRPORT          | 1,878.24     |
| Fund 220 COMMUNICATIONS   | 4,572.64     |
| Fund 225 COMMUNICATIONS-  | 1,970.67     |
| Fund 400 DEBT SERVICE FI  | 206,575.00   |
| Fund 500 UTILITY SERVICE  | 2,126,936.46 |
| Fund 520 WATER            | 340,673.95   |
| Fund 560 STORMWATER UTILI | 55.71        |
| Fund 570 SOLID WASTE DIV  | 140,295.43   |
| Fund 600 HEALTH INSURANC  | 1,140.00     |

|                      |                     |
|----------------------|---------------------|
| Total For All Funds: | <u>3,380,540.01</u> |
|----------------------|---------------------|

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

**6. SPECIAL PRESENTATIONS**

6.A. Request of Small Business Saturday Coalition for proclamation declaring November 25, 2023, as Small Business Saturday.



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

## PROCLAMATION

**Whereas,** the government of Columbus, Nebraska celebrates our local small businesses and the contributions they make to our local economy; and

**Whereas,** according to the United States Small Business Administration, there are 33 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62.7% of net new jobs created since 1995, and small businesses employ 46.4% of the employees in the private sector in the United States, and

**Whereas,** 68 cents of every dollar spent at a small business in the United States stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

**Whereas,** 72% of consumers reported that Small Business Saturday 2022 made them want to shop and dine at small, independently-owned retailers and restaurants all year long; and

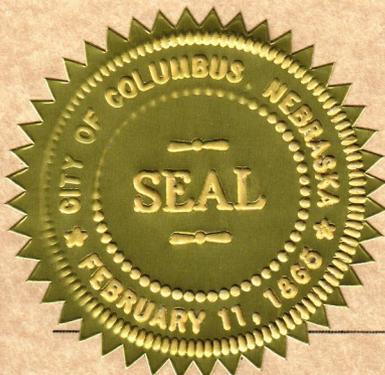
**Whereas,** Columbus, Nebraska supports our local businesses that create jobs, boost our local economy and preserve our communities; and

**Whereas,** advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**Now, therefore,** I, James B. Bulkley, Mayor of the City of Columbus, Nebraska, do hereby proclaim Saturday, November 25, 2023 as:

### *“Small Business Saturday”*

and urge the residents of our community, and communities across the country, to support small businesses and merchants on this day and throughout the year.



  
James B. Bulkley, Mayor  
City of Columbus, Nebraska

6.B. Proclamation acknowledging service of Beth Augustine-Schulte as Council Member for the City of Columbus.

# PROCLAMATION

**WHEREAS,** **Beth Augustine-Schulte** was appointed to fill an unexpired term on the City Council in 2009, was elected by citizens of the First Ward in 2010, and was re-elected in 2014, 2018, and 2022.

**WHEREAS,** **Beth Augustine-Schulte** has diligently served as Council Member for fourteen years, and has helped to advance numerous positive changes in the community during her tenure; and

**WHEREAS,** **Beth Augustine-Schulte** has served the community well as President of the City Council, as a member of the Public Finance, Judiciary and Personnel Committee, and a member of the Committee of the Whole since joining the City Council; and

**WHEREAS,** **Beth Augustine-Schulte** has also served as an active member of the Community Development Agency and the Facilities Corporation for the City of Columbus.

**NOW, THEREFORE, BE IT PROCLAIMED** by the Mayor and City Council of the City of Columbus, Nebraska, that on behalf of the City of Columbus and its citizens, we hereby go on record as expressing our appreciation to City Council Member **Beth Augustine-Schulte** for the foresight, steadfast devotion, and leadership she has provided to the City of Columbus while serving as a Council Member for the First Ward.

**IN WITNESS WHEREOF,** I have hereunto set my hand, and caused the Seal of the City of Columbus, Nebraska, to be affixed this 20th day of November, 2023.

---

James B. Bulkley, Mayor  
City of Columbus

## **7. PUBLIC HEARINGS**

7.A. Public hearing - Application of Ronald Lambert for final plat and development agreement of Country Club Shores 6th Addition (south of 51st Street and 38th 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, NE, will be held on Monday, November 20, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the final plat and development agreement of Country Club Shores 6th Subdivision, a tract of land located in the West 1/2 of the Northeast 1/4 of Section 12, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of Lot 1, Block D of Country Club Shores 5th Subdivision, Platte County, Nebraska; thence S 88°19'37" W on the south line of said Lot 1, 120.00 feet to the Point of Beginning; thence S 01°32'31" W, 818.00 feet; thence N 88°27'29" E, 234.34 feet; thence N 07°21'03" W, 58.82 feet; thence N 88°27'29" E, 184.09 feet; thence N 04°20'34" W, 761.36 feet; thence S 88°19'37" W on the South line of said Country Club Shores 5th Subdivision, 375.29 feet to the Point of Beginning, containing 7.18 acres, more or less (south of 51 St and 38 Ave) and at said time and place you may appear and be heard. In addition, you are hereby notified that at the same time and place, the city council will hold a separate public hearing as to whether said subdivision as above described should be included within the corporate limits of the city and become a part of said municipality for all purposes whatsoever, and at said time and place you may appear and be heard.

City of Columbus, NE  
Janelle Kline, City Clerk

Publish: 11:09:23  
Two Affidavits of Publication

The City of **Columbus**

**MEMORANDUM**

**DATE:** November 8, 2023  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Country Club Shores 6<sup>th</sup> Addition - Final Plat

**RECOMMENDATION:**

I recommend the approval of the final plat of Country Club Shores 6<sup>th</sup> Addition as it is consistent with the Preliminary Plat. The Preliminary Plat was approved by the Planning Commission on October 9<sup>th</sup>, 2023, and City Council on October 16<sup>th</sup>, 2023.

**DISCUSSION:**

The addition consists of 15 residential lots, extension of water, sanitary sewer, paving and storm sewer. The post-construction storm water treatment as designed by the consultant is the lake. The subdivision ingress/egress from an arterial/collector road is 53<sup>rd</sup> Street to 33<sup>rd</sup> Avenue.

The current Country Club Shore subdivisions ingress/egress to 33<sup>rd</sup> Avenue (arterial) is from 53<sup>rd</sup> Street and has 61 residential lots with the addition of 15 lots from this subdivision for a total of 74 lots. For comparability purposes, Christopher Cove subdivisions has 144 residential lots with one ingress/egress to an arterial roadway; Whitetail Lake subdivision has 104; and Wagner Lake/Stires Lake subdivisions has about 389 lots. The City has not experienced any major issues from these subdivisions accessing the respective arterial/collector roadway.

The developer has provided a proposed layout of the remaining property owned to the west and south of this addition. The developer has indicated the plan is to next develop the property to the south which would provide a connection from all the existing and proposed lots using 48<sup>th</sup> Street to connect to 33<sup>rd</sup> Avenue (arterial).

**FISCAL IMPACT:**

Minor costs for street and utility maintenance.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Andrew J. Woschae

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

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

DATE: August 31, 2023

NAME OF SUBDIVISION: Country Club Shores 6th Subdivision

NAME OF PROPERTY OWNER: Ronald Lambert

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Ronald Lambert

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 5297 48th Ave, Columbus, NE 68601

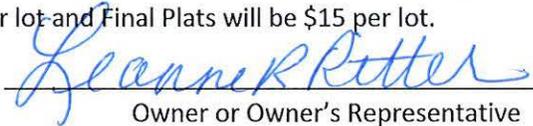
PHONE NUMBER: 402-563-4730

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: debbuggi33@yahoo.com

NUMBER OF LOTS IN SUBDIVISION: 15

ADDRESS OF SUBDIVISION: south of 51st Street & 38th Avenue, Columbus, NE

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

  
\_\_\_\_\_  
Attorney / Legal Counsel for Applicant

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

City Attorney

Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)

Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

COUNTRY CLUB SHORES 6TH ADDITION

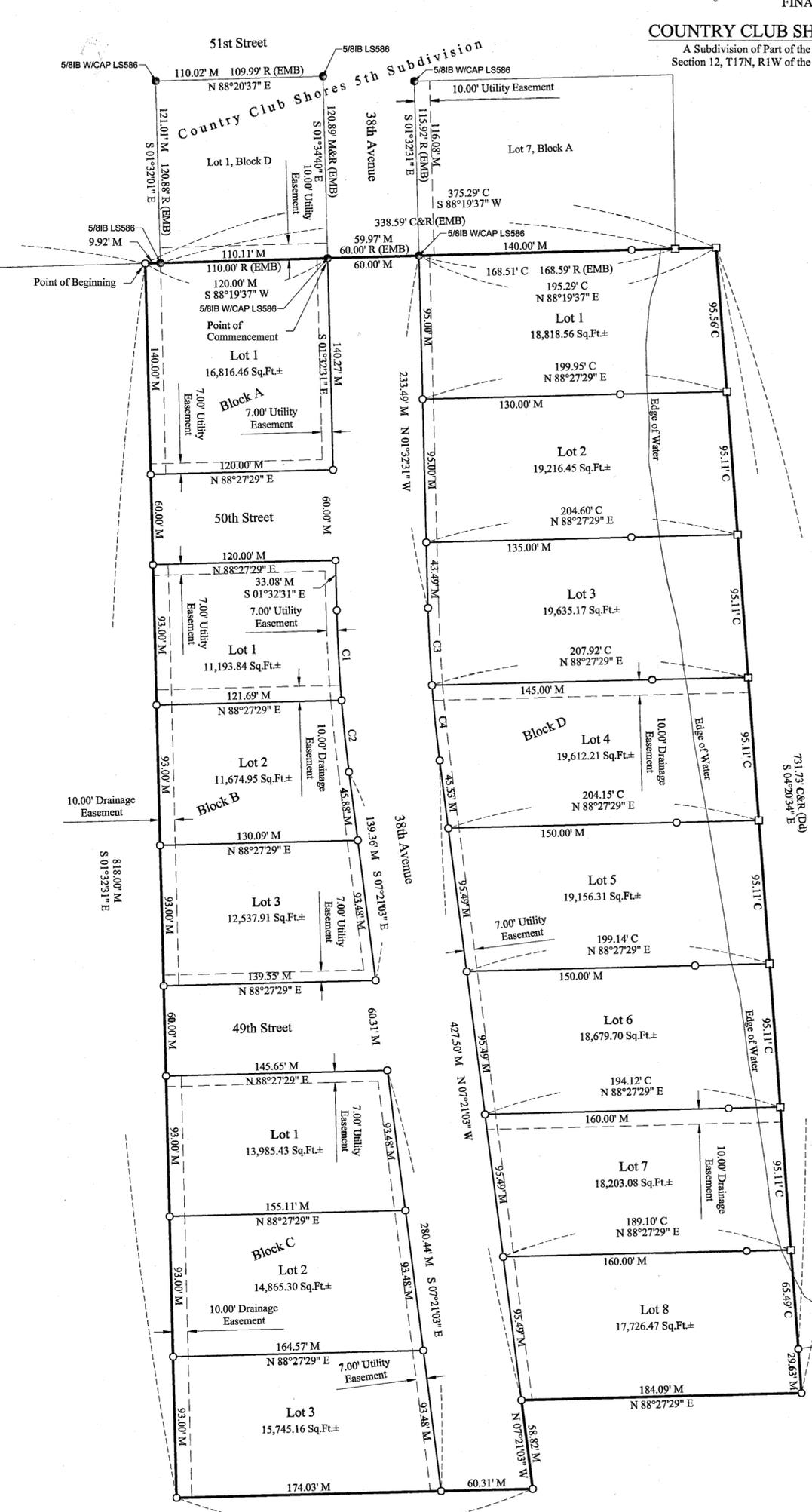
A Subdivision of Part of the West 1/2 of the Northeast 1/4 of Section 12, T17N, R1W of the 6th P.M., Platte County, Nebraska.

A) Northwest Corner, Northeast 1/4, Section 12, T17N, R1W

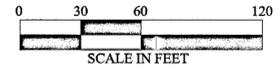
- Curve Data: C1 Radius= 1060.00' Arc Length= 59.95' Chord Length= 59.94' Chord Bearing= S 03°09'44" E C2 Radius= 1060.00' Arc Length= 47.51' Chord Length= 47.51' Chord Bearing= S 06°04'00" E C3 Radius= 1000.00' Arc Length= 51.53' Chord Length= 51.53' Chord Bearing= S 03°01'06" E C4 Radius= 1000.00' Arc Length= 49.85' Chord Length= 49.84' Chord Bearing= S 05°55'21" E

2646.10' M 2645.80' R (BDB) 2642.20' R (B1/G) S 02°02'13" E

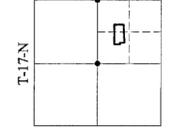
B) Southwest Corner, Northeast 1/4, Section 12, T17N, R1W



Drawn By: LRR Date: July 31, 2023 Project Number: S-071-159 Scale: 1" = 60'



Situation Sketch R-1-W T-17-N



SECTION 12 Platte County, Nebraska

- LEGEND: Section Corner Found, Property Corner Found, Property Corner Set (5/8" x 24" I.B. w/Cap), Calculated Point, Measured Distance, Recorded Distance (BLG) Bruce L. Gilmore, LS#96, dated April 29, 1980 & April 25, 1995, (EMB) Eric M. Breuer, LS#586, dated October 21, 2009, (Dd) Warranty Deed Book 209, Page 571, (BDB) Brian D. Benck, LS#536, dated July 15, 2010, Calculated Distance

DEVELOPER: Ron Lambert 5297 48th Avenue Columbus, NE 68601 Phone: 402-563-4730 ENGINEER: John A. Zwingman, PE Advanced Consulting Engineering Services, Inc. 133 W. Washington Street West Point, NE 68788 Phone: 402-372-1923 SURVEYOR: Terry L. Schulz, LS Advanced Consulting Engineering Services, Inc. 133 W. Washington Street West Point, NE 68788 Phone: 402-372-1923

This survey was prepared at the request of Ron Lambert, Columbus, Nebraska.

FIELD NOTES

A) Northwest Corner, Northeast 1/4, Section 12, T17N, R1W: Found 3/4" Iron Bar. 4.17' South to Nail & Disc on East side of Corner Fence Post. 2.95' SW to "X"-Nails in Northwest Face of Power Pole. 56.00' North to Nail in Brace Post on Fence North-South. West side of Carsonite Post.

B) Southwest Corner, Northeast 1/4, Section 12, T17N, R1W: Found 5/8" Rebar with Cap (BDB). 100.79' SW to Mag-Nail with Washer in Concrete Joint between Highway and Shoulder. 78.47' SSW to Mag-Nail with Washer in Concrete Joint between Highway and Shoulder. 73.54' South to Mag-Nail in Concrete Joint between Highway and Shoulder. 87.55' SE to Mag-Nail with Washer in Concrete Joint between Highway and Shoulder.

LEGAL DESCRIPTION

A tract of land located in the West 1/2 of the Northeast 1/4 of Section 12, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of Lot 1, Block D of Country Club Shores 5th Subdivision, Platte County, Nebraska; thence S 88°19'37" W on the south line of said Lot 1, 120.00 feet to the Point of Beginning; thence S 01°32'31" W, 818.00 feet; thence N 88°27'29" E, 234.34 feet; thence N 07°21'03" W, 58.82 feet; thence N 88°27'29" E, 184.09 feet; thence N 04°20'34" W, 761.36 feet; thence S 88°19'37" W on the South line of said Country Club Shores 5th Subdivision, 375.29 feet to the Point of Beginning, containing 7.18 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 May 30, 2023; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz Date 11-2-2023 Terry L. Schulz, State of Nebraska, LS #550



DEDICATION

We, C. Ronald Lambert and Charlotte K. Lambert, owners of the described property, COUNTRY CLUB SHORES 6TH ADDITION, 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 COUNTRY CLUB SHORES 6TH ADDITION of part of the Northeast 1/4 of Section 12, T17N, R1W of the 6th P.M., Platte County, Nebraska.

C. Ronald Lambert Charlotte K. Lambert

STATE OF NEBRASKA) ss COUNTY OF PLATTE)

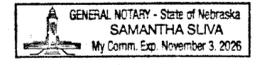
On this 8th day of November, 2023, before me, the undersigned, a Notary Public, duly

commissioned and qualified in and for said County and State, appeared C. Ronald Lambert and Charlotte K. Lambert, 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: 11/03/2026

Samantha Silva Notary Public



COLUMBUS, NEBRASKA SCHOOL BOARD

This Final Plat of COUNTRY CLUB SHORES 6TH ADDITION to the City of Columbus, Nebraska is

approved by the Columbus Public Schools on this 9th day of November, 2023.

Terry Schulz School Superintendent

COLUMBUS, NEBRASKA PLANNING COMMISSION

This Final Plat of COUNTRY CLUB SHORES 6TH ADDITION to the City of Columbus, Nebraska

approved by the Planning Commission on this \_\_\_ day of \_\_\_, 2023.

Chairman

COLUMBUS, NEBRASKA CITY COUNCIL

This Final Plat of COUNTRY CLUB SHORES 6TH ADDITION to the City of Columbus, Nebraska

approved by the City Council on this \_\_\_ day of \_\_\_, 2023.

Mayor

City Clerk



# COUNTRY CLUB SHORE 6TH ADDITION



COUNTRY CLUB SHORES 6TH ADDITION

# FUTURE BUILD OUT



- 7.A.1. Public hearing - Determine whether Country Club Shores 6th Addition should be included within corporate city limits. (Planning Commission recommends approval.)
- 7.A.2. Resolution No. R23-155 approving final plat, development agreement, and bringing said addition into corporate city limits.

# Draft

## RESOLUTION NO. R23-155

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: A TRACT OF LAND LOCATED IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK D OF COUNTRY CLUB SHORES 5TH SUBDIVISION, PLATTE COUNTY, NEBRASKA; THENCE S 88°19'37" W ON THE SOUTH LINE OF SAID LOT 1, 120.00 FEET TO THE POINT OF BEGINNING; THENCE S 01°32'31" W, 818.00 FEET; THENCE N 88°27'29" E, 234.34 FEET; THENCE N 07°21'03" W, 58.82 FEET; THENCE N 88°27'29" E, 184.09 FEET; THENCE N 04°20'34" W, 761.36 FEET; THENCE S 88°19'37" W ON THE SOUTH LINE OF SAID COUNTRY CLUB SHORES 5TH SUBDIVISION, 375.29 FEET TO THE POINT OF BEGINNING, CONTAINING 7.18 ACRES, MORE OR LESS, HEREINAFTER TO BE KNOWN AS "COUNTRY CLUB SHORES 6TH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA"; APPROVING THE PLAT THEREOF; APPROVING INCLUSION OF SAID PLAT INTO THE CITY CORPORATE LIMITS; AND APPROVING AND ACCEPTING THE COUNTRY CLUB SHORES 6TH ADDITION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND C. RONALD LAMBERT AND CHARLOTTE K. LAMBERT, HUSBAND AND WIFE, WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF THE SUBDIVIDER AND THE LOT OWNERS WITH RESPECT TO SAID ADDITION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS ADDITION.

WHEREAS, C. Ronald Lambert and Charlotte K. Lambert, husband and wife, are the owners of real estate described as follows:

A tract of land located in the West 1/2 of the Northeast 1/4 of Section 12, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of Lot 1, Block D of Country Club Shores 5th Subdivision, Platte County, Nebraska; thence S 88°19'37" W on the south line of said Lot 1, 120.00 feet to the Point of Beginning; thence S 01°32'31" W, 818.00 feet; thence N 88°27'29" E, 234.34 feet; thence N 07°21'03" W, 58.82 feet; thence N 88°27'29" E, 184.09 feet; thence N 04°20'34" W, 761.36 feet; thence S 88°19'37" W on the South line of said Country Club Shores 5th Subdivision, 375.29 feet to the Point of Beginning, containing 7.18 acres, more or less,

all of which is presently an unplatted tract of land which is located outside but contiguous to the corporate boundaries and within the zoning jurisdiction to the City of Columbus, Nebraska; and

WHEREAS, said Owner has laid out said land into lots, blocks, streets, and avenues with appropriate utility easement areas under the name of Country Club Shores 6<sup>th</sup> Addition to the City of Columbus, Platte County, Nebraska, and

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

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

WHEREAS, said plat has attached thereon a certificate of a competent land surveyor certifying the same as provided by law, and said plat and deed of dedication in no way changes the present zoning classification of the area included therein from "R-R" (Rural Residential District); and

WHEREAS, the plat referred to herein is the plat bearing the certificate of Terry L. Schulz, Registered Land Surveyor, under the date of May 30, 2023, 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 addition and to pay all costs for laying such water and sewer mains within the addition itself, to pave the streets and ways according to the regulations of the City of Columbus and the requirements of the city engineer and deliver the same to the City without costs to it; and

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

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

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of Country Club Shores 6<sup>th</sup> Addition to the City of Columbus, Nebraska, and after conducting a separate public hearing on the inclusion of said addition within the Columbus, Nebraska, corporate limits, by a separate vote recommended approval thereof; and

WHEREAS, a Development Agreement has been prepared for said addition setting forth in the agreement between the City of Columbus and the subdivider, including duties and responsibilities of the subdivider and lot owners, said agreement is attached hereto marked **Exhibit "A"** and incorporated herein by reference; and

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

NOW THEREFORE, BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, that the Deed of Dedication for Country Club Shores 6<sup>th</sup> Addition to the City of Columbus, Platte County, Nebraska, be and the same is hereby accepted, and the plat thereof be and the same hereby is approved as provided by law, and the said area as so platted which was heretofore outside but contiguous to the City corporate limits shall become a part of the City of Columbus, Nebraska, for all purposes whatsoever and the inhabitants of such addition shall be entitled to all rights and privileges, and subject to all the laws, rules and regulations of the City of Columbus, Nebraska, and that the mayor and clerk be and hereby are authorized and instructed to endorse such approval on said original plat, and that the Country Club Shores 6<sup>th</sup> Addition Development Agreement attached hereto as **Exhibit "A"** is hereby approved and accepted and the mayor and city clerk are hereby authorized to sign the same.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

Jason D. Mielak (NSBA #21049)  
Fehringer & Mielak, LLP  
P. O. Box 400  
Columbus, NE 68602-0400

## DEED OF DEDICATION

KNOWN ALL MEN BY THESE PRESENTS:

WHEREAS, C. Ronald Lambert and Charlotte K. Lambert, husband and wife, the proprietor and owner of the following described real estate located in a tract of land located in the West 1/2 of the Northeast 1/4 of Section 12, T17N, R1W of the 6<sup>th</sup> P.M., Platte County, more particularly described as follows:

Commencing at the Southeast corner of Lot 1, Block D of Country Club Shores 5th Subdivision, Platte County, Nebraska; thence S 88°19'37" W on the south line of said Lot 1, 120.00 feet to the Point of Beginning; thence S 01°32'31" W, 818.00 feet; thence N 88°27'29" E, 234.34 feet; thence N 07°21'03" W, 58.82 feet; thence N 88°27'29" E, 184.09 feet; thence N 04°20'34" W, 761.36 feet; thence S 88°19'37" W on the South line of said Country Club Shores 5th Subdivision, 375.29 feet to the Point of Beginning, containing 7.18 acres, more or less,

has caused the above described real estate to be laid out into lots, blocks, streets, and avenues with appropriate utility and drainage easements under the name of Country Club Shores 6<sup>th</sup> Addition to the City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing lots, streets, avenues, and easements belonging to said Addition, a plat of which bearing the date of May 30, 2023, and certified by Terry L. Schulz, RLS #550, is attached hereto.

Said owner hereby dedicates the streets, avenues and 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 easements, including all utility easements and drainage easements.

Said owner and dedicator covenant and agree with the City of Columbus to construct, at owner's own expense, and in accordance with the specifications acceptable to the City Water and Sanitary Sewer Department and deliver the same to the City of Columbus, Nebraska, without cost to it the necessary water and sewer mains to adequately serve such platted area, and to pave the streets and avenues, and to deliver the same to the City without cost to it.

IN WITNESS WHEREOF, this instrument has been signed on November \_\_\_\_, 2023.



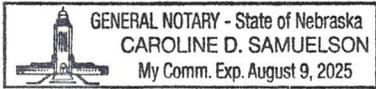
C. Ronald Lambert



Charlotte K. Lambert

STATE OF NEBRASKA            )  
                                                  ) ss.  
COUNTY OF PLATTE            )

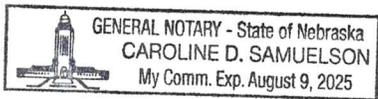
On this 6<sup>th</sup> day of November, 2023, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared C. Ronald Lambert, personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledge the said instrument to be his voluntary act and deed.



Caroline D. Samuelson  
Notary Public

STATE OF NEBRASKA            )  
                                                  ) ss.  
COUNTY OF PLATTE            )

On this 6<sup>th</sup> day of November, 2023, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Charlotte K. Lambert, personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledge the said instrument to be her voluntary act and deed.



Caroline D. Samuelson  
Notary Public

Master Form last revised 9/21/2023

Please return to:

Jason D. Mielak, Fehring & Mielak, LLP, 3919 25<sup>th</sup> St., Columbus, NE 68602-0400  
jason.mielak@fmflaw.com

COUNTRY CLUB SHORES 6TH ADDITION  
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered on \_\_\_\_ day of November, 2023, by and between C. Ronald Lambert and Charlotte K. Lambert, husband and wife, (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 Country Club Shores 6<sup>th</sup> Addition, to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

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

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers, water, and storm sewers to be constructed within, the Area to be Developed, to the sanitary sewer, water, and storm sewer 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 7.18 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 shall install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with City standards. The Subdivider shall be

responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

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

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

D. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances shall be constructed according to City standards within dedicated 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 shall 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 a dedicated right-of-way or easement area that are greater than 12-inches. In such case, the cost over 12-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to City standards within a dedicated right-of-way and easement areas per plat (Exhibit "A") on a water plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider shall 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, if any, shall be located within a dedicated street right-of-way or easement areas dedicated per plat (Exhibit "A"), which Subdivider shall 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 shall arrange for underground electrical service to each buildable lot within the Area to be Developed to be provided by Loup Power District at no cost to the City. If any relocation or adjusting of existing electrical mains are required, the costs shall be borne by the Subdivider.

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

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

J. Grading for the Area to be Developed shall be completed by the Subdivider at 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. Subdivider shall provide copies of all required Federal and State permits to City prior to work on or in those respective areas.

## SECTION II

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

## SECTION III

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

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

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

D. Before any connection from any premises to the sewer system of the Area to be Developed may be made, a permit shall be obtained for said premises, and its connection from the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as

required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

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

#### SECTION IV

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

#### SECTION V

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

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

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

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

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

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

#### SECTION VI

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

#### SECTION VII

This Agreement shall run with the land and shall be binding upon and insure to the benefit of all parties hereto, their successors and assigns, including all future lot owners of the Area to be Developed.

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

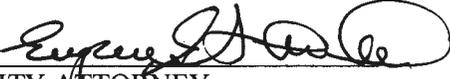
ATTEST:

CITY OF COLUMBUS

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

\_\_\_\_\_  
MAYOR Date

APPROVED AS TO FORM

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

SUBDIVIDER

C. Ronald Lambert and Charlotte K. Lambert, husband and wife,

By *C. Ronald Lambert*  
C. Ronald Lambert

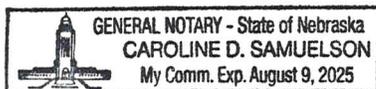
By *Charlotte K. Lambert*  
Charlotte K. Lambert

Dated this 6<sup>th</sup> day of November, 2023.

STATE OF NEBRASKA    )  
                                          ) ss.  
COUNTY OF PLATTE    )

On this 6<sup>th</sup> day of November, 2023, before me a Notary Public, duly commissioned and qualified in and for said County, appeared C. Ronald Lambert, 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.

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



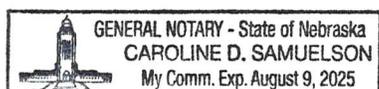
*Caroline D. Samuelson*  
Notary Public

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

STATE OF NEBRASKA    )  
                                          ) ss.  
COUNTY OF PLATTE    )

On this 6<sup>th</sup> day of November, 2023, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Charlotte K. Lambert, 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 her voluntary act and deed.

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



*Caroline D. Samuelson*  
Notary Public

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

7.B. Public hearing - Application of Lance W. Lehr and Jinky Dela Cruz Pedroso for final plat and development agreement of Lehr 2nd Subdivision (east of E 29th Avenue and south of 23rd Street). (Planning Commission recommends approval.)

The City of **Columbus**

**MEMORANDUM**

**DATE:** November 8, 2023  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Lehr 2<sup>nd</sup> Subdivision - Final Plat

**RECOMMENDATION:**

I recommend the approval of the final plat of Lehr 2<sup>nd</sup> Subdivision as it is consistent with the Preliminary Plat. The Preliminary Plat was approved by the Planning Commission on October 9<sup>th</sup>, 2023, and City Council on October 16<sup>th</sup>, 2023.

**DISCUSSION:**

The subdivision consists of creating 3 lots including a replat of Lot 1, Lehr Subdivision and part of Block 3, Canal Industrial Park Subdivision, located in the southeast corner of 23<sup>rd</sup> Street and East 29<sup>th</sup> Avenue. Lot 3 will need its separate water and sanitary sewer service line. Access to East 29<sup>th</sup> Avenue will be per the NDOT agreement for the viaduct project. No access of Lot 1 to 23<sup>rd</sup> Street, as US Hwy 30 is limited access controlled.

**FISCAL IMPACT:**

None

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Andrea J. Wischra

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

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

DATE: \_\_\_\_\_

NAME OF SUBDIVISION: \_\_\_\_\_

NAME OF PROPERTY OWNER: \_\_\_\_\_

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: \_\_\_\_\_

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: \_\_\_\_\_

NUMBER OF LOTS IN SUBDIVISION: \_\_\_\_\_

ADDRESS OF SUBDIVISION: \_\_\_\_\_

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

\_\_\_\_\_  
Attorney / Legal Counsel for Applicant

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

City Attorney

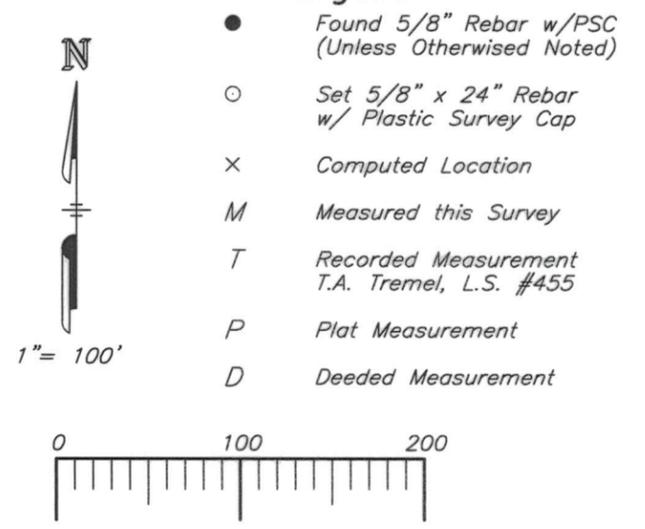
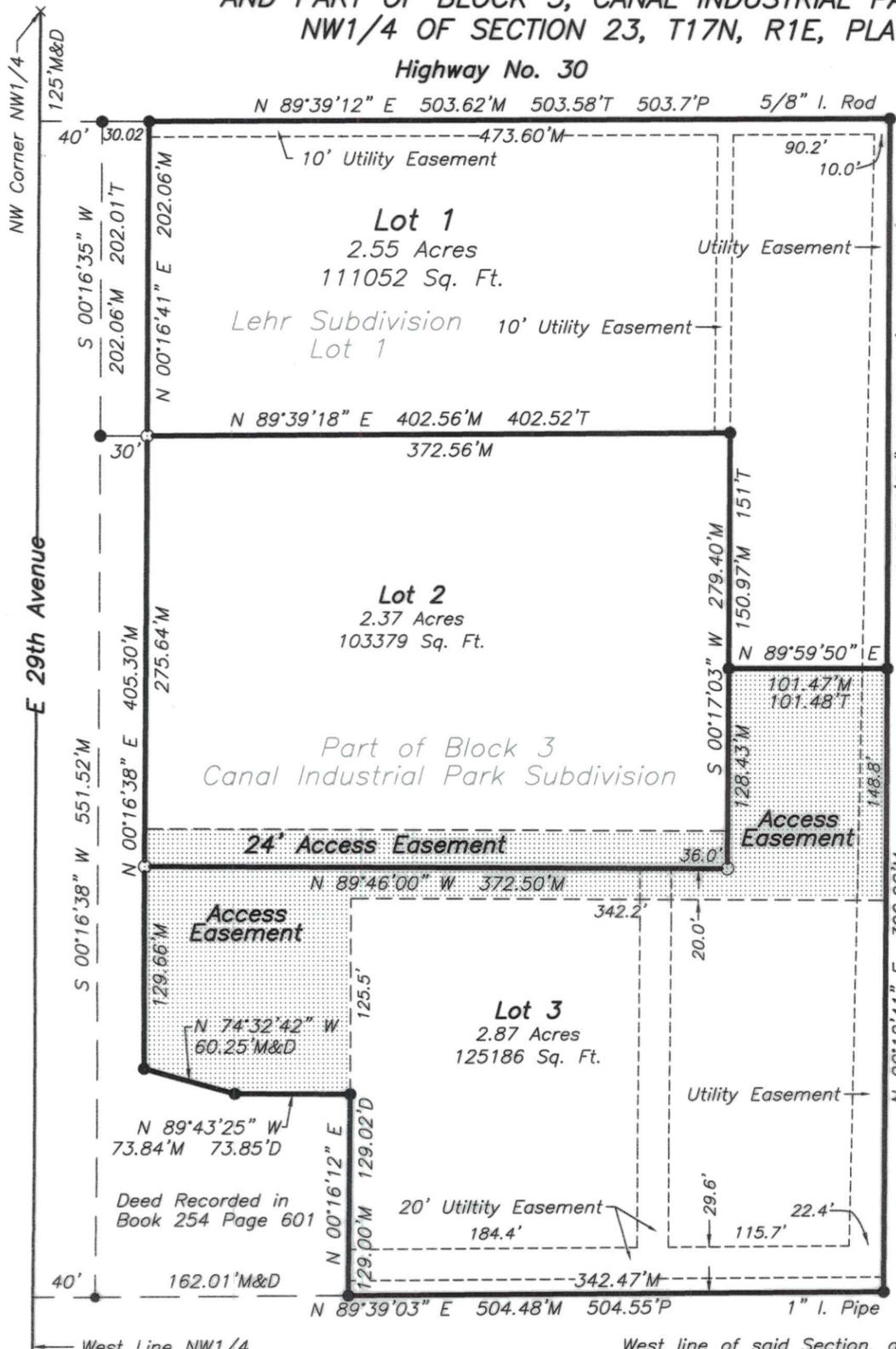
Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)

Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

FINAL PLAT - LEHR 2ND SUBDIVISION, A MAJOR SUBDIVISION OF LOT 1, LEHR SUBDIVISION AND PART OF BLOCK 3, CANAL INDUSTRIAL PARK SUBDIVISION, ALL IN THE NW1/4 OF SECTION 23, T17N, R1E, PLATTE COUNTY, NEBRASKA

Highway No. 30

-Legend-



Platte County  
Nebraska  
R-1-E  
Hwy No. 30  
Section 23  
Vicinity Sketch

Owner: Lance Lehr  
W 312 Morton Road  
Columbus, NE 68601  
(402)270-8000

Engineer: Merlin Lindahl  
9271 18th Street  
Columbus, NE 68601  
(402)910-6609

Surveyor: Thomas A. Tremel  
Tremel Surveying, Inc.  
1 Driftwood Drive  
Columbus, NE 68601  
(402)276-3690

Deed Descriptions:

Lot 1, Lehr Subdivision, a Minor Subdivision of part of Block 3, Canal Industrial Park Subdivision of the NW1/4, Section 23, T17N, R1E of the 6th P.M., Platte County, Nebraska **And Also:** A tract of land located in the NW1/4 of the NW1/4 of Section 23, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows: commencing at the Northwest corner of said Section 23; thence Easterly on the North line of said Section, a distance of 40 ft. to a point; thence Southerly on a line 40 ft. East of and parallel to the West line of said Section, a distance of 60 ft. to the point of beginning; thence Easterly on a straight line 60 ft. South of and parallel to the North line of said Section, a distance of 503.7 ft. to a point; thence Southerly on a straight line, a distance of 818.7 ft. to a point; thence Westerly on a straight line that is parallel to the North line of said Section, a distance of 504.55 ft. to a point that is 40 ft. East of and parallel to the West line of said Section; thence Northerly on a line 40 ft. East of and parallel to the

West line of said Section, a distance of 818.7 ft. to the point of beginning, all in Block 3, Canal Industrial Park, as shown on survey in Plat Book 11, Page 2, of the Platte County Register of Deeds, Nebraska. **Excepting** the North 65 ft. thereof **And Further Excepting** Lot 1, Lehr Subdivision, a Minor Subdivision of part of Block 3, Canal Industrial Park Subdivision of the NW1/4, Section 23, T17N, R1E of the 6th P.M., Platte County, Nebraska. **And Further Excepting from the Above Described Tracts:** A tract of land located in part of Lot 1, Lehr Subdivision, a Minor Subdivision of part of Block 3, Canal Industrial Park Subdivision and in part of Block 3, Canal Industrial Park Subdivision, all being located in the NW1/4 of Section 23, T17N, R1E of the 6th P.M., Platte County Nebraska, more particularly described as follows: referring to the Northwest Corner of said Section 23; thence Southerly a distance of 125.00 ft. along the West line of the NW1/4 of said Section 23; thence Easterly deflecting 90°38'01" left, a distance of 40.00 ft. to a point on the Easterly East 29th Avenue Right-of-Way line, said point also being on the South Right-of-Way line of Highway 30, said point also being the Northwest corner of said Lot 1, said point also being the point of beginning; thence Easterly deflecting 0°00'00", a distance of 30.00 ft. along the South Right-of-Way line of Highway 30, said line also being the North line of said Lot 1; thence Southerly deflecting 90°37'58" right, a distance of 607.45 ft.; thence Easterly deflecting 74°48'40" left, a distance of 60.25 ft.; thence Easterly deflecting 15°11'20" left, a distance of 73.85 ft.; thence southerly deflecting 90°00'00" right, a distance of 129.02 ft. to a point on the South line of the property owned by the grantor; thence Westerly deflecting 89°22'01" right, a distance of 162.01 ft. along the South line of said property to a point on the Easterly East 29th Avenue Right-of-Way line; thence Northerly deflecting 90°37'59" right, a distance of 753.72 ft. along said right-of-Way line to the point of beginning as recorded in Deed Book 254, Page 601 in the Platte County Register of Deeds Office. The above described tract of land contains 7.79 acres more or less.

Surveyor's Statement:

I, Thomas A. Tremel, a Registered Land Surveyor in the State of Nebraska, hereby state that this subdivision was surveyed as per state law under my direct supervision and is correct to the best of my knowledge and belief.

*Thomas A. Tremel*  
Thomas A. Tremel, L.S. #455  
September 29, 2023



School Board:

This Final Plat of Lehr 2nd Subdivision, a Major Subdivision of Lot 1, Lehr Subdivision and in the NW1/4 of the NW1/4 of Section 23, T17N, R1E, Platte County, Nebraska, was approved by Lakeview School District

on 31<sup>st</sup> Day of October, 2023.

*Chris*  
Secretary

*Duff W. Winkler*  
President

Planning Commission:

This Final Plat of Lehr 2nd Subdivision, a Major Subdivision of Lot 1, Lehr Subdivision and in the NW1/4 of the NW1/4 of Section 23, T17N, R1E, Platte County, Nebraska, was approved by the Planning Commission

on \_\_\_\_\_ Day of \_\_\_\_\_, 2023.

Chairman

City Council:

This Final Plat of Lehr 2nd Subdivision, a Major Subdivision of Lot 1, Lehr Subdivision and in the NW1/4 of the NW1/4 of Section 23, T17N, R1E, Platte County, Nebraska, was approved by

Resolution \_\_\_\_\_ by the City Council  
on \_\_\_\_\_ Day of \_\_\_\_\_, 2023.

Mayor

City Clerk

FINAL PLAT - LEHR 2ND SUBDIVISION

LOT 1, LEHR SUB. & PART BLOCK 3  
CANAL INDUSTRIAL PARK SUB., NW1/4  
NW1/4, S23T17NR1E, PLATTE COUNTY, NE

|       |          |            |
|-------|----------|------------|
| TMT   | TMT      | 09/20/2023 |
| DRAWN | SURVEYED | DATE       |



No. 1 Driftwood Drive - Columbus, NE 68601  
Phone (402) 563-4589 - Fax (402) 563-3922

# LEHR 2ND SUBDIVISION



# MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS

## UNIFIED LAND DEVELOPMENT ORDINANCE

### 3-4 Major Subdivisions

#### a. Applicability

The Major Subdivision procedures apply to all subdivisions which are not approved or eligible for approval under the Administrative or Minor Subdivision procedures.

#### b. Stages in the Approval Process

The approval process for Major Subdivisions consists of three stages: the pre-application stage, the preliminary plat approval stage, and the final plat approval stage. The preliminary plat stage and final plat stage may occur concurrently.

#### c. Pre-Application Procedures

1. Before filing an application for preliminary plat approval, the applicant shall meet with the Administrative Official and representatives of the Planning Commission regarding general requirements and issues relating to the proposed subdivision.
  1. Pre-application meetings will be held on the second Wednesday morning following the first Monday of each month. Applicants must make a written request for a pre-application meeting prior to the first Wednesday following the first Monday of each month.
2. Three days prior to the pre-application meeting, the applicant shall submit an approved electronic format concept plan. The concept plan shall include:
  - (a) An aerial location map showing the relationship of the proposed subdivision to existing and proposed streets, public facilities, special flood hazard areas, waters of the US, wetlands, airport runway protection zones (if applicable) and any other features or areas which may affect the development.
  - (b) A schematic plan illustrating the proposed layout of streets, lots, blocks, public utilities, stormwater treatment facilities and other features and their relationship to existing and proposed site topography for the total proposed development area.
3. Within ten working days of the pre-application meeting, the Administrative Official shall inform the applicant of the consistency of the concept plan with the objectives and policies of the city's Comprehensive Development and Long Range Transportation Plan and Unified Land Development Ordinance.

## MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS UNIFIED LAND DEVELOPMENT ORDINANCE

4. The pre-application meeting does not require a formal application or payment of a fee.

### d. Preliminary Plat Application

1. Application Requirements

After the pre-application meeting, the applicant shall prepare and submit an application for preliminary plat approval. The application for preliminary plat approval shall be submitted electronically through the City's website application submittal platform. The application shall consist of a form established by the Engineering Department; the supporting documents required for Major Subdivisions in Table 3-1; a commitment to enter into a subdivision agreement set forth in paragraph 2 hereinafter; a Certificate of Title prepared by a State of Nebraska Licensed Registered Abstractor verifying the ownership of said property, all lienholders and real estate tax payment status; and payment of a fee, the amount of which shall be determined by the City Council. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the next available Planning Commission Agenda.

2. Draft Development Agreement

The preliminary plat application shall include a draft of a development agreement provided by the Administrative Official following a format established by the Engineering Department. The development agreement establishes the mutual responsibilities of City and subdivider, including financing of public improvements; the nature of performance bonds and guarantees that the developer will offer; and the maximum amount of bonded indebtedness to be incurred if public improvements are financed through an Improvement District as provided in State Law.

3. Preliminary Plat Review Procedure

- (a) After submission of a complete application for a preliminary plat, the Administrative Official and staff shall review the application. As part of the review, the developer will circulate the application to local utilities, the school district in which the subdivision is located, public safety agencies, and any other applicable provider of public services. The Developer shall furnish the Administrative Official with proof that a copy of the preliminary plat was delivered to the affected school district and local utilities.
- (b) The applicant will be allowed time to provide additional information after staff review of the Preliminary Plat Application. Such additional information must be provided a minimum of 10 calendar days before the Planning Commission Meeting. Failure to provide the required additional information may result in the application being continued to a future meeting.

## MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS UNIFIED LAND DEVELOPMENT ORDINANCE

(c ) The Administrative Official shall submit a written recommendation for action to the Planning Commission.

#### 4. Planning Commission and City Council Action

(a) The Planning Commission, following at least ten days published notice, shall hold a public hearing on each Major Subdivision and, following such public hearing, shall take action on the application. The Planning Commission may recommend approval, conditional approval, or denial of the preliminary plat to the City Council.

(b) Following action by the Planning Commission, the Commission shall submit minutes summarizing the Commission's action to the City Council.

(c) The City Council, upon receipt of the recommendation of the Planning Commission, shall take action on the application.

(d) Approval of a preliminary plat by the City Council shall not constitute approval of a final plat. The approval shall be considered an expression of conditional approval to guide the preparation of a final plat, to be considered subsequently by approving authorities. The preliminary approval shall confer upon the applicant the following rights:

(1)The general terms and conditions under which the plat was approved will not change.

(2) The applicant may submit for approval a final plat for the whole or a part of the preliminary plat on or before the expiration date of the preliminary approval.

(3) The preliminary plat approval shall stay in force for a period of two years from the date of approval by the City Council. The City Council may, at its discretion, establish a longer effective date for the preliminary plat approval. The City Council also may grant extensions to the effective period of a preliminary plat.

(4) Phased Subdivisions: The final plat may be submitted in phases. The initial phase of the final plat must be submitted according to the effective dates established in Section (3) above. In the event of a phased subdivision if indicated by the Developer at the time of submission and included in the initial phase Development Agreement, the initial preliminary plat approval remains effective for a period not to exceed five years, unless otherwise extended by the City Council.

#### e. Final Plat Application Process

##### 1. Application Requirements

## MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS UNIFIED LAND DEVELOPMENT ORDINANCE

The applicant shall prepare and submit an application for final plat approval within two years of the preliminary plat approval unless an extension has been granted by the City Council. The application for final plat approval shall be submitted through the City's website application submittal platform. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the next available Planning Commission Agenda. In order to attempt for the final application to be considered the next month after the preliminary plat obtained approval, the application submittal shall be at least nineteen (19) calendar days before the Planning Commission meeting. Meeting this submittal deadline does not guarantee placement on the next Planning Commission Agenda as it is subject to receipt of all items. The application shall consist of a form established by the Engineering Department; the supporting documents required for Final Plat Approval of Major Subdivisions Table 3-1; a final subdivision agreement as required by paragraph 2 hereinafter; a final plat of all lots, blocks and parcels that are affected by the application prepared by a State of Nebraska Licensed Surveyor, and payment of a fee, the amount of which shall be determined by the City Council. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the Planning Commission Agenda. The applicant shall notify the Board of Education of each school district in which the subdivision is located of the Planning Commission meeting at which such plat is to be considered and shall further submit a copy of the proposed final plat to the Board of Education at least ten days prior to such meeting. The developer shall furnish the Administrative Official with proof that a copy of the final plat was delivered.

### 2. Final Development Agreement

The Final Plat application shall include the Final Development Agreement to be executed between the City and the applicant. The terms of this agreement shall be acted upon with the action on the Final Plat. The developers attorney shall work with the City's attorney to obtain approval. Developer signature of the Final Development Agreement must be obtained and to the City no later than 6 calendar days prior to the Planning Commission meeting acting on the Final Plat.

### 3. Final Plat Review Procedures

- (a) After submission of a complete application for a final plat, the Administrative Official and staff shall review the application. This includes the mutual approval of the final development agreement between the developers attorney and city attorney, including the developers signature and notary, resolution and deed of dedication.
- (b) The applicant will be allowed time to provide additional information after staff review of the Final Plat Application. Such additional information must be provided 10 calendar days before the Planning Commission Meeting. Failure to provide the required additional information may result in the application being continued to a future meeting.
- (c) The Administrative Official shall submit a written recommendation for action to the Planning Commission.

### 4. Performance Bond

## MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS UNIFIED LAND DEVELOPMENT ORDINANCE

The development agreement shall specify the amount of the performance bond for public improvements to be filed prior to receiving final plat approval or, alternatively, shall contain a statement that required improvements have been satisfactorily completed. The performance bond, if required, must be presented in a form satisfactory to the City Attorney prior to final approval of the subdivision.

### 5. Resolution and Deed of Dedication

The applicant shall be responsible for preparing and furnishing in proper form a Resolution approving said final plat for execution by the City, and if said Addition is being brought into the corporate limits of the City or includes any dedication of public right-of-way or easements, said applicant shall prepare and furnish in proper form a Deed of Dedication for said Addition, along with a Resolution accepting the same, for execution by the City.

### 6. Final Plat Approval

(a) The Planning Commission, following transmittal of the written recommendation of the Administrative Official, shall hold a public hearing to review the final plat for consistency with the approved preliminary plat and for compliance with the Unified Land Development Ordinance and other applicable local, state or federal statutes and regulations. Unless the Planning Commission agrees to recommend approval of said plat subject to contingencies, all deficiencies or contingencies or changes identified through the Preliminary Plat approval process are required to be made prior to the Planning Commission Meeting or need to be addressed in the Subdivision Agreement. If the final plat meets all requirements of the Unified Land Development Ordinance, has satisfied all requirements of the Engineering Department, has met the conditions, if any, upon which preliminary plat approval was based and is substantially consistent with the terms of the preliminary plat approval, the Commission shall have no recourse but to recommend approval of the final plat. If the Planning Commission finds in its review that the submitted final plat is not substantially consistent with the preliminary plat, it shall take action to recommend approval or denial to the City Council.

(b) Following such public hearing, the Commission shall submit minutes on the final plat to the City Council. If said addition is adjoining or contiguous to the corporate limits, then following said public hearing, the Planning Commission shall hold a separate public hearing for which at least ten days published notice must be given, on the inclusion of the addition within the corporate limits. Following such public hearing, the Planning Commission shall take action to recommend approval or denial thereof to the City Council.

(c) The City Council, following at least ten days published notice, shall hold a public hearing on each final plat and on the development agreement. Following such public hearing shall take final action by way of resolution on the application. Any contingencies, deficiencies or changes attached to the preliminary plat approval and/or requirements of the Engineering Department must be completed prior to the final plat

## MAJOR SUBDIVISIONS – PRELIMINARY & FINAL PLATS UNIFIED LAND DEVELOPMENT ORDINANCE

approval. If said addition is adjoining or contiguous to the corporate limits, then following said public hearing on the final plat, if the final plat is approved, the City Council shall hold a separate public hearing for which at least ten days published notice has been given, on the inclusion of the addition within the corporate limits. Following such public hearing, the City Council shall take final action by way of resolution.

(d) The City Council is further empowered to grant waivers of a section of the Subdivision Chapter after a waiver request has received a recommendation from the Planning Commission.

### f. Filing the Final Plat

- a. Following City Council approval of a Final Plat that received a prior recommendation from the Planning Commission, the Chair of the Planning Commission and the Mayor of the City of Columbus shall sign the final plat which shall be a reproducible mylar of the subdivision plat.
  - b. Applicant shall provide an electronic version of the final plat in an approved electronic format within four calendar day of the City Council approval.
  - c. Applicant shall provide the City a complete signed original, reproducible final plat within fourteen (14) calendar days of City Council approval.
4. The subdivider must file the plat with the Platte County Register of Deeds along with all applicable covenants and other documents within 90 calendar days of the execution of the plat by the Chair of the Planning Commission and the Mayor in accordance with state statute.

7.B.1. Resolution No. R23-156 approving final plat and development agreement.

**RESOLUTION NO. R23-\_\_\_**

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 1, LEHR SUBDIVISION, A MINOR SUBDIVISION OF PART OF BLOCK 3, CANAL INDUSTRIAL PARK SUBDIVISION OF THE NW1/4, SECTION 23, T17N, R1E OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA AND A TRACT OF LAND LOCATED IN THE NW1/4 OF THE NW1/4 OF SECTION 23, T17N, R1E OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE EASTERLY ON THE NORTH LINE OF SAID SECTION, A DISTANCE OF 40 FT. TO A POINT; THENCE SOUTHERLY ON A LINE 40 FT. EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION, A DISTANCE OF 60 FT. TO THE POINT OF BEGINNING; THENCE EASTERLY ON A STRAIGHT LINE 60 FT. SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION, A DISTANCE OF 503.7 FT. TO A POINT; THENCE SOUTHERLY ON A STRAIGHT LINE, A DISTANCE OF 818.7 FT. TO A POINT; THENCE WESTERLY ON A STRAIGHT LINE THAT IS PARALLEL TO THE NORTH LINE OF SAID SECTION, A DISTANCE OF 504.55 FT. TO A POINT THAT IS 40 FT. EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION; THENCE NORTHERLY ON A LINE 40 FT. EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION, A DISTANCE OF 818.7 FT. TO THE POINT OF BEGINNING, ALL IN BLOCK 3, CANAL INDUSTRIAL PARK, AS SHOWN ON SURVEY IN PLAT BOOK 11, PAGE 2, OF THE PLATTE COUNTY REGISTER OF DEEDS, NEBRASKA.

EXCEPT A TRACT OF LAND LOCATED IN BLOCK 3, CANAL INDUSTRIAL PARK, LOCATED IN THE NW1/4 OF SECTION 23, T17N, R1E OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF SAID NW1/4; THENCE SOUTHERLY A DISTANCE OF 60.00 FT. ALONG THE WEST LINE OF SAID QUARTER SECTION; THENCE EASTERLY DEFLECTING 90°37' LEFT, A DISTANCE OF 33.00 FT. TO THE POINT OF BEGINNING; THENCE EASTERLY DEFLECTING 00°00', A DISTANCE OF 510.70 FT. ALONG THE SOUTHERLY EXISTING HIGHWAY RIGHT-OF-WAY LINE; THENCE SOUTHERLY DEFLECTING 90°30' RIGHT, A DISTANCE OF 65.00 FT.; THENCE WESTERLY DEFLECTING 89°30' RIGHT, A DISTANCE OF 510.83 FT.; THENCE NORTHERLY DEFLECTING 90°37' RIGHT, A DISTANCE OF 65.00 FT. ALONG THE EASTERLY EXISTING COUNTY ROAD RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. EXCEPT LOT 1, LEHR SUBDIVISION, A MINOR SUBDIVISION OF PART OF BLOCK 3, CANAL INDUSTRIAL PARK SUBDIVISION OF THE NW1/4, SECTION 23, T17N, R1E OF THE 6TH P.M., PLATTE COUNTY,

NEBRASKA,  
EXCEPT A TRACT OF LAND LOCATED IN PART OF LOT 1, LEHR  
SUBDIVISION, A MINOR SUBDIVISION OF PART OF BLOCK 3, CANAL  
INDUSTRIAL PARK SUBDIVISION AND IN PART OF BLOCK 3, CANAL  
INDUSTRIAL PARK SUBDIVISION, ALL BEING LOCATED IN THE  
NW1/4 OF SECTION 23, T17N, R1E OF THE 6TH P.M., PLATTE  
COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS  
FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF SAID  
SECTION 23; THENCE SOUTHERLY A DISTANCE OF 125.00 FT.  
ALONG THE WEST LINE OF THE NW1/4 OF SAID SECTION 23;  
THENCE EASTERLY DEFLECTING 90°38'01" LEFT, A DISTANCE OF  
40.00 FT. TO A POINT ON THE EASTERLY EAST 29TH AVENUE  
RIGHT-OF-WAY LINE, SAID POINT ALSO BEING ON THE SOUTH  
RIGHT-OF-WAY LINE OF HIGHWAY 30, SAID POINT ALSO BEING THE  
NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING  
THE POINT OF BEGINNING; THENCE EASTERLY DEFLECTING  
0°00'00", A DISTANCE OF 30.00 FT. ALONG THE SOUTH  
RIGHT-OF-WAY LINE OF HIGHWAY 30, SAID LINE ALSO BEING THE  
NORTH LINE OF SAID LOT 1; THENCE SOUTHERLY DEFLECTING  
90°37'58" RIGHT, A DISTANCE OF 607.45 FT.; THENCE EASTERLY  
DEFLECTING 74°48'40" LEFT, A DISTANCE OF 60.25 FT.; THENCE  
EASTERLY DEFLECTING 15°11'20" LEFT, A DISTANCE OF 73.85 FT.;  
THENCE SOUTHERLY DEFLECTING 90°00'00" RIGHT, A DISTANCE  
OF 129.02 FT. TO A POINT ON THE SOUTH LINE OF THE PROPERTY  
OWNED BY THE GRANTOR; THENCE WESTERLY DEFLECTING  
89°22'01" RIGHT, A DISTANCE OF 162.01 FT. ALONG THE SOUTH  
LINE OF SAID PROPERTY TO A POINT ON THE EASTERLY EAST  
29TH AVENUE RIGHT-OF-WAY LINE; THENCE NORTHERLY  
DEFLECTING 90°37'59" RIGHT, A DISTANCE OF 753.72 FT. ALONG  
SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING,  
HEREINAFTER TO BE KNOWN AS LEHR 2ND SUBDIVISION TO THE  
CITY OF COLUMBUS, LOCATED, IN THE NW1/4 OF SECTION 23,  
T17N, R1E, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT  
THEREOF, APPROVING THE DEVELOPMENT AGREEMENT  
BETWEEN LANCE W. LEHR AND JINKY DELA CRUZ PEDROSO,  
HUSBAND AND WIFE, AND THE CITY OF COLUMBUS, SETTING  
FORTH THE DUTIES AND RESPONSIBILITIES OF LANCE W. LEHR  
AND JINKY DELA CRUZ PEDROSO CONCERNING SAID  
SUBDIVISION, INCLUDING PROVIDING FOR THE PUBLIC  
IMPROVEMENTS NECESSARY TO SERVE THE PROPERTY, AND  
APPROVING INCLUSION OF SAID PLAT INTO THE CORPORATE  
LIMITS OF COLUMBUS, PLATTE COUNTY, NEBRASKA,

WHEREAS, Lance W. Lehr and Jinky Dela Cruz Pedroso, husband and wife are  
the owner of real estate described as follows:

Lot 1, Lehr Subdivision, a Minor Subdivision of Part of Block 3, Canal Industrial Park Subdivision of the Nw1/4, Section 23, T17n, R1e of the 6th P.m., Platte County, Nebraska and a Tract of Land Located in the Nw1/4 of the Nw1/4 of Section 23, T17n, R1e of the 6th P.m., Platte County, Nebraska, More Particularly Described as Follows: Commencing at the Northwest Corner of Said Section 23; Thence Easterly on the North Line of Said Section, a Distance of 40 Ft. to a Point; Thence Southerly on a Line 40 Ft. East of and Parallel to the West Line of Said Section, a Distance of 60 Ft. to the Point of Beginning; Thence Easterly on a Straight Line 60 Ft. South of and Parallel to the North Line of Said Section, a Distance of 503.7 Ft. to a Point; Thence Southerly on a Straight Line, a Distance of 818.7 Ft. to a Point; Thence Westerly on a Straight Line That Is Parallel to the North Line of Said Section, a Distance of 504.55 Ft. to a Point That Is 40 Ft. East of and Parallel to the West Line of Said Section; Thence Northerly on a Line 40 Ft. East of and Parallel to the West Line of Said Section, a Distance of 818.7 Ft. to the Point of Beginning, All in Block 3, Canal Industrial Park, as Shown on Survey in Plat Book 11, Page 2, of the Platte County Register of Deeds, Nebraska.

Except a Tract of Land Located in Block 3, Canal Industrial Park, Located in the Nw1/4 of Section 23, T17n, R1e of the 6th P.m., Platte County, Nebraska, More Particularly Described as Follows: Referring to the Northwest Corner of Said Nw1/4; Thence Southerly a Distance of 60.00 Ft. along the West Line of Said Quarter Section; Thence Easterly Deflecting 90°37' Left, a Distance of 33.00 Ft. to the Point of Beginning; Thence Easterly Deflecting 00°00', a Distance of 510.70 Ft. along the Southerly Existing Highway Right-of-way Line; Thence Southerly Deflecting 90°30' Right, a Distance of 65.00 Ft.; Thence Westerly Deflecting 89°30' Right, a Distance of 510.83 Ft.; Thence Northerly Deflecting 90°37' Right, a Distance of 65.00 Ft. along the Easterly Existing County Road Right-of-way Line to the Point of Beginning. Except Lot 1, Lehr Subdivision, a Minor Subdivision of Part of Block 3, Canal Industrial Park Subdivision of the Nw1/4, Section 23, T17n, R1e of the 6th P.m., Platte County, Nebraska,

Except a Tract of Land Located in Part of Lot 1, Lehr Subdivision, a Minor Subdivision of Part of Block 3, Canal Industrial Park Subdivision and in Part of Block 3, Canal Industrial Park Subdivision, All Being Located in the Nw1/4 of Section 23, T17n, R1e of the 6th P.m., Platte County Nebraska, More Particularly Described as Follows: Referring to the Northwest Corner of Said Section 23; Thence Southerly a Distance of 125.00 Ft. along the West Line of the Nw1/4 of Said Section 23; Thence Easterly Deflecting 90°38'01" Left, a Distance of 40.00 Ft. to a Point on the Easterly East 29th Avenue Right-of-way Line, Said Point Also Being on the South Right-of-way Line of Highway 30, Said Point Also Being the Northwest Corner of Said Lot 1, Said Point Also Being the Point of Beginning; Thence Easterly Deflecting 0°00'00", a Distance of 30.00 Ft. along the South Right-of-way Line of Highway 30, Said Line Also Being the North

Line of Said Lot 1; Thence Southerly Deflecting 90°37'58" Right, a Distance of 607.45 Ft.; Thence Easterly Deflecting 74°48'40" Left, a Distance of 60.25 Ft.; Thence Easterly Deflecting 15°11'20" Left, a Distance of 73.85 Ft.; Thence Southerly Deflecting 90°00'00" Right , a Distance of 129.02 Ft. to a Point on the South Line of the Property Owned by the Grantor; Thence Westerly Deflecting 89°22'01" Right, a Distance of 162.01 Ft. along the South Line of Said Property to a Point on the Easterly East 29th Avenue Right-of-way Line; Thence Northerly Deflecting 90°37'59" Right, a Distance of 753.72 Ft. along Said Right-of-way Line to the Point of Beginning.

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

WHEREAS, said owners have laid out said land into lots with appropriate utility easement areas and access easements under the name of Lehr 2nd Subdivision to the City of Columbus, located, in the NW1/4 of Section 23, T17N, R1E, Platte County, Nebraska, and

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

WHEREAS, said owners have executed an instrument of dedication of the utilities easements and access 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 Thomas A. Tremel, Registered Land Surveyor, under the date of August 24, 2023, which plat has been heretofore approved by the Columbus Planning Commission, and

WHEREAS, said owners have 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 and deliver the same to the City without costs to it; and

WHEREAS, said proposed Subdivision and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the City Engineer and Platte County School District No. 71-0001-00, Columbus, Nebraska; and

WHEREAS, it appearing from the record and all of the evidence on file that all

parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of approving the final plat and determining of the same shall be included in the corporate limits; and

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of Lehr 2nd Subdivision to the City of Columbus, in the NW1/4 of Section 23, T17N, R1E, Platte County, Nebraska, and after conducting a separate public hearing on the inclusion of said Subdivision within the City of Columbus, Nebraska, corporate limits by separate vote recommended approval thereof; and

WHEREAS, the mayor and city council have held separate public hearings on the approval of the Final Plat of said Subdivision and the inclusion of said plat into the corporate limits of Columbus, Platte County, Nebraska, and following each such public hearing, and having heard all persons appearing at such hearings, by separate votes, approved said Final Plat and the Inclusion of Said Plat into the Corporate Limits of Columbus, Platte County, Nebraska; 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 Lehr 2nd Subdivision to the City of Columbus, in the NW1/4 of Section 23, T17N, R1E, Platte County, Nebraska be and the same is hereby accepted, and the plat thereof be and the same hereby is approved as provided by law, and the said area as so platted which was heretofore outside but contiguous to the City corporate limits shall become a part of the City of Columbus, Nebraska, for all purposes whatsoever and the inhabitants of such Subdivision shall be entitled to all rights and privileges, and subject to all the laws, rules and regulations of the City of Columbus, Nebraska, and that the mayor 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 "M-H" (General Industry District) zone according to the Zoning Regulations of the City of Columbus, Nebraska; that Lehr 2nd Subdivision Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted, and the mayor is hereby authorized to sign said development agreement.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

---

CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

Once Recorded Return Document To: Clark J. Grant, 1464 27<sup>th</sup> Avenue, Columbus, NE 68601  
DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That **Lance W. Lehr and Jinky Dela Cruz Pedroso**, husband and wife, are the proprietors and owners of real estate of the following described real estate:

Lot 1, Lehr Subdivision, a Minor Subdivision of part of Block 3, Canal Industrial Park Subdivision of the NW1/4, Section 23, T17N, R1E of the 6th P.M., Platte County, Nebraska;

And

A tract of land located in the NW1/4 of the NW1/4 of Section 23, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows: commencing at the Northwest corner of said Section 23; thence Easterly on the North line of said Section, a distance of 40 ft. to a point; thence Southerly on a line 40 ft. East of and parallel to the West line of said Section, a distance of 60 ft. to the point of beginning; thence Easterly on a straight line 60 ft. South of and parallel to the North line of said Section, a distance of 503.7 ft. to a point; thence Southerly on a straight line, a distance of 818.7 ft. to a point; thence Westerly on a straight line that is parallel to the North line of said Section, a distance of 504.55 ft. to a point that is 40 ft. East of and parallel to the West line of said Section; thence Northerly on a line 40 ft. East of and parallel to the West line of said Section, a distance of 818.7 ft. to the point of beginning, all in Block 3, Canal Industrial Park, as shown on survey in Plat Book 11, Page 2, of the Platte County Register of Deeds, Nebraska.

Except a tract of land located in Block 3, Canal Industrial Park, located in the NW1/4 of Section 23, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows: referring to the Northwest Corner of said NW1/4; thence Southerly a distance of 60.00 ft. along the West line of said quarter section; thence Easterly deflecting 90°37' left, a distance of 33.00 ft. to the point of beginning; thence Easterly deflecting 00°00', a distance of 510.70 ft. along the Southerly existing highway right-of-way line; thence Southerly deflecting 90°30' right, a distance of 65.00 ft.; thence Westerly deflecting 89°30' right, a distance of 510.83 ft.; thence Northerly deflecting 90°37' right, a distance of 65.00 ft. along the Easterly existing county road right-of-way line to the point of beginning.

Except Lot 1, Lehr Subdivision, a Minor Subdivision of part of Block 3, Canal Industrial Park Subdivision of the NW1/4, Section 23, T17N, R1E of the 6th P.M., Platte County, Nebraska

Except

A tract of land located in part of Lot 1, Lehr Subdivision, a Minor Subdivision of part of Block 3, Canal Industrial Park Subdivision and in part of Block 3, Canal Industrial Park Subdivision, all being located in the NW1/4 of Section 23, T17N, R1E of the 6th P.M., Platte County Nebraska, more particularly described as follows: referring to the Northwest Corner of said Section 23; thence Southerly a distance of 125.00 ft. along the West line of the NW1/4 of said Section 23; thence Easterly deflecting 90°38'01" left, a distance of 40.00 ft. to a point on the Easterly East 29th Avenue Right-of-Way line, said point also being on the South Right-of-Way line of Highway 30, said point also being the Northwest corner of said Lot 1, said point also being the point of beginning; thence Easterly deflecting 0°00'00", a distance of 30.00 ft. along the South Right-of-Way line of Highway 30, said line

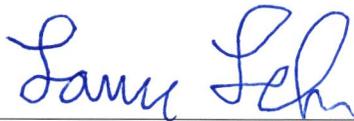
also being the North line of said Lot 1; thence Southerly deflecting 90°37'58" right, a distance of 607.45 ft.; thence Easterly deflecting 74°48'40" left, a distance of 60.25 ft.; thence Easterly deflecting 15°11'20" left, a distance of 73.85 ft.; thence southerly deflecting 90°00'00" right, a distance of 129.02 ft. to a point on the South line of the property owned by the grantor; thence Westerly deflecting 89°22'01" right, a distance of 162.01 ft. along the South line of said property to a point on the Easterly East 29th Avenue Right-of-Way line; thence Northerly deflecting 90°37'59" right, a distance of 753.72 ft. along said right-of-Way line to the point of beginning.

and have caused the above-described real estate to be laid out into lots and easement areas belonging to such Subdivision, under the name of Lehr 2nd Subdivision, in the NW1/4 of Section 23, T17N, R1E, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing the lots and easements belonging to such Addition, a plat of which bearing date of August 24, 2023, and certified by Thomas A. Tremel, registered land surveyor, is attached hereto.

Said owners hereby dedicate the streets, avenues and 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 Easements.

Said owners and dedicators covenant and agree with the City of Columbus to lay, at their own expense, and in accordance with specifications acceptable to the City Water and Sanitary Sewer Department, and deliver the same to the City of Columbus, Nebraska, without cost to it the necessary water and sewer mains to adequately serve such platted area, and to pave the streets and avenues, and to deliver the same to the City without cost to it.

IN WITNESS WHEREOF, the Grantors named herein have executed these presents this 4 day of October, 2023.



Lance W. Lehr



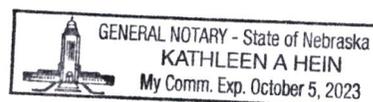
Jinky Dela Cruz Pedroso

STATE OF NEBRASKA     )  
                                          ) ss.  
COUNTY OF PLATTE     )

On this 4 day of October, 2023, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared **Lance W. Lehr and Jinky Dela Cruz Pedroso**, 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



Please return to: Clark J. Grant 1464 27<sup>th</sup> Ave., Columbus, NE 68601

**LEHR 2<sup>ND</sup> SUBDIVISION**  
**DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Lance W. Lehr and Jinky Dela Cruz Pedroso, husband and wife, (hereinafter referred to as "Subdividers") and the City of Columbus , a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

**WITNESSETH**

WHEREAS, Subdividers are the owners of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as Lehr 2<sup>nd</sup> Subdivision, to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

“Property benefited” shall mean property within the Area to be Developed (Exhibit “A”), which will comprise of 7.75 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

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

A. The Subdividers shall install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with city standards. The Subdividers shall 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 Subdividers, with exception of intersection pavement and pavement in excess of thirty-three (33) feet in width and six (6) inches in thickness. In such case, the oversized cost shall be paid for by the City, subject to final approval of plans and specifications by the City.

C. The sanitary sewer system, including, but not limited to: mains, manholes and related appurtenances shall be constructed according to City standards within street dedicated 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 a case, the cost over 8-inches shall be paid for by the City subject to the final approval of the plans and specifications by the City.

D. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances shall be constructed according to City standards within dedicated 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 Subdividers shall be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer improvements shall be paid by the Subdividers, with exception of storm sewer mains located in a dedicated right-of-way or easement area that are greater than 12-inches. In such a case, the cost over 12-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to City standards within dedicated right-of-way and easement areas per plat (Exhibit "A") on water plan prepared by a Nebraska Licensed Civil Engineer. The Subdividers shall be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution improvements shall be

paid by the Subdividers, with the exception of water mains located in a dedicated right-of-way or easement area that are greater than six (6) inches. In such case, the cost over 6-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

F. Natural gas distribution mains, if any, shall be located within a dedicated street right-of-way dedicated per plat (Exhibit "A"), which Subdividers shall 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 Subdividers.

G. Subdividers shall 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 Subdividers.

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

I. Subdividers shall 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 Subdividers fail to do so, the lot owner along with the Subdividers 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, Subdividers 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 Subdividers at the Subdividers' expense pursuant to the drainage plan elevations to be provided by Merlin Lindahl and submitted with the Final Plat. Post construction storm water management systems shall be installed and maintained and fully functional in accordance with the City of Columbus Code of Ordinances, Chapter 53, at Subdividers' expense. Subdividers agree 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 Subdividers 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 Subdividers shall complete a small lot NOI and SWPPP.

K. Subdividers shall provide copies of all required Federal and State permits to City prior to work on or in those respective areas.

L. Subdividers agree to pay all costs necessary to extend sanitary sewer system, water system and storm sewer that will service the property.

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

N. Access to East 29<sup>th</sup> Avenue will be from NDOT East 29<sup>th</sup> Avenue Viaduct Agreement. 23<sup>rd</sup> Street/US Hwy 30 is access controlled by NDOT.

## SECTION II

Subdividers and City covenant and agree that the Subdividers 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 Subdividers 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 Subdividers' engineer and approved by the City.

B. Without prior written approval by the City, the Subdividers 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 for by the Subdividers. 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 Subdividers' expense, within 30 days of final plat approval.

SECTION VI

The Subdividers shall install all public improvements within a time period of two (2) years after the signing of this Development Agreement, except that sidewalks directly in front of houses (if residential) or businesses (if commercial) shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. An extension of this time period may be requested by the Subdividers 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.

SECTION VII

This Agreement shall run with the land and shall be binding upon and to insure to the benefit of all parties hereto, their successors and assigns, including all future lot owners of the Area to be Developed.

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

ATTEST:

CITY OF COLUMBUS

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

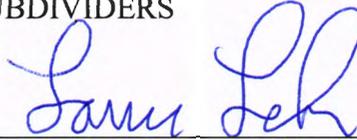
\_\_\_\_\_  
MAYOR

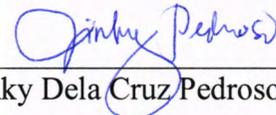
\_\_\_\_\_  
Date

APPROVED AS TO FORM

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

SUBDIVIDERS

  
\_\_\_\_\_  
Lance W. Lehr

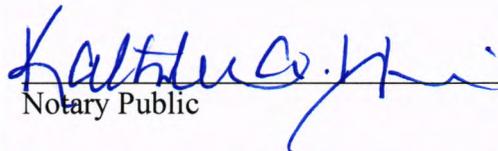
  
\_\_\_\_\_  
Jinky Dela Cruz Pedroso

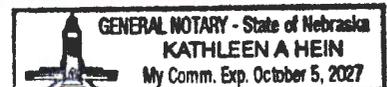
Dated this 31<sup>st</sup> day of October, 2023.

STATE OF NEBRASKA    )  
                                          ) ss:  
COUNTY OF PLATTE    )

On this 31<sup>st</sup> day of October, 2023, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Lance W. Lehr and Jinky Dela Cruz Pedroso, husband and wife, who are personally known by me to be the identical persons whose names are affixed to the Development Agreement, and acknowledged the execution thereof to be their voluntary act and deed.

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

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



7.C. Public hearing - Thiele 5th Addition (northeast corner of 23rd Street and east of 11th Avenue). (Planning Commission recommends approval.)

The City of **Columbus**

**MEMORANDUM**

**DATE:** November 8, 2023  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Thiele 5<sup>th</sup> Addition – Minor Plat and Deed of Dedication

**RECOMMENDATION:**

I recommend the approval of the Minor Plat, Resolution and Deed of Dedication of Thiele 5th Addition.

**DISCUSSION:**

Thiele 5<sup>th</sup> Addition is a minor plat, but requires the dedication of an easement and the lots are contiguous to the corporate limits and will be brought into the City. Therefore, a recommendation is required by the Planning Commission and approval by the City Council. The lots are being voluntarily annexed into the corporate limits as part of the approval of the minor plat. The minor plat will be approved and signed administratively upon approval.

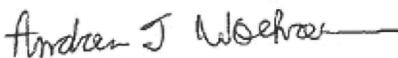
The Development Agreement includes a requirement that prior to developing lots which required public roadway extensions, a Major Subdivision is required to dedicate required right-of-way, additional easements, and related items.

**FISCAL IMPACT:**

None.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:** 

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

**SIGNATURE:**

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

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

# MINOR APPLICATION FOR SUBDIVISION OR ADDITION

DATE: \_\_\_\_\_

NAME OF SUBDIVISION: \_\_\_\_\_

NAME OF PROPERTY OWNER: \_\_\_\_\_

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: \_\_\_\_\_

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: \_\_\_\_\_

NUMBER OF LOTS IN SUBDIVISION: \_\_\_\_\_

ADDRESS OF SUBDIVISION: \_\_\_\_\_

I hereby apply for a Minor Subdivision and have paid the \$300.00 application fee

I hereby state that: The subdivision adjusts the lot lines of two or more lots without creating additional lots; or creates no more than four lots from any single parcel, tract, or lot.

1. The subdivision is served by existing utilities and does not require the extension of streets, utilities, or public improvements.
2. Each lot resulting from the subdivision procedure will conform fully to all requirements of the zoning district that pertains to the lots, and each lot is developable according to the site development regulations of the zoning ordinance.
3. No part of the parcel has been the subject of a previous Minor Subdivision or Minor Subdivision approval.



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

\_\_\_\_\_  
Attorney / Legal Counsel for Applicant

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

City Attorney

Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)

Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

# MINOR SUBDIVISION - UNIFIED LAND DEVELOPMENT ORDINANCE

## 3-3 Minor Subdivisions

### a. Scope

The Minor Subdivision procedure may be used when a proposed subdivision meets all of the following conditions:

1. The subdivision adjusts the lot lines of two or more lots without creating additional lots; or creates no more than four lots from any single parcel, tract, block or lot. Minor subdivisions outside of City Limits, but adjacent to will be required to voluntarily annex.
2. The subdivision is served by existing utilities and does not require the creation or extension of streets, utilities, or public improvements and no new dedication of public right of way or easements is involved.
3. Each lot resulting from the subdivision procedure will conform fully to all requirements of the zoning district that pertain to the lots; and each lot is developable according to the site development regulations of the Unified Land Development ordinance as evidenced by a site plan prepared by a licensed surveyor.
4. No part of the parcel, tract, block or lot has been the subject of a previous Administrative Subdivision or Minor Subdivision approval. Once an administrative or minor subdivision has been approved, neither the original nor the resulting parcel(s), tract(s), block(s) or lot(s) are eligible for future administrative or minor subdivision.

### b. Application and Approval Procedure

An application for a Minor Subdivision may be approved under the following procedure:

1. The applicant submits an application on a form established by the Engineering Department and includes the supporting documents required for Minor Subdivisions in Table 3-1. These documents shall include a plat of all lots and parcels that are affected by the action, prepared by a State of Nebraska Licensed Surveyor and a Certificate of Title prepared by a Licensed Registered Abstractor verifying the ownership of said property, all lienholders and real estate tax payment status.
2. Following submission, the Administrative Official shall review each application according to the following criteria within fourteen (14) working days:
  - (a) Compliance with the conditions for contained in Section 3-3(a) above.
  - (b) Consistency with the Comprehensive Development Plan of the City of Columbus.

## MINOR SUBDIVISION - UNIFIED LAND DEVELOPMENT ORDINANCE

- (c) Potential adverse environmental effects or effects on neighboring properties.
  - (d) Completed Development Agreement.
3. Following such review, the Administrative Official may approve the Minor Subdivision. Such approval shall be denoted by signed certificate of approval. The signed plat must be filed by the Developer with the Platte County Register of Deeds. If the approved plat is not filed within 90 days of the approval by the Developer, such approval shall be null and void
  4. The Administrative Official retains the right to disapprove or not act on the Minor Subdivision application. In the event of such action, the application may proceed through the Major Subdivision process.
  5. The Administrative Official shall keep a complete and accurate record of all Minor Subdivision approvals.
  6. Following approval of the Minor Subdivision, it shall be the duty of the applicant's surveyor/engineer to provide the City with a hard copy and an electronic file in the format required by the City, of the newly formed Minor Subdivision, including the Platte County Register of Deeds signed and stamped recording information

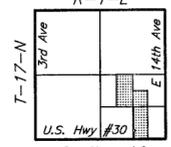
# Thiele 5th Addition to the City of Columbus, A Minor Subdivision

Located in the E1/2 NW1/4 SE1/4 and Part of the W1/2 E1/2 SE1/4  
Section 16, T17N, R1E, Platte County, Nebraska

**-Legend-**

- Found Monument
- Set 5/8" x 24" Rebar w/ Plastic Survey Cap
- × Computed Location
- M Measured this Survey
- T Recorded Measurement T.A. Tremel, L.S. #455
- P Plat Measurement General Land Office

Platte County  
Nebraska



Vicinity Sketch



**Notes:**

- 1) All bearings are referenced to the Platte County Projection.
- 2) This property is shown on FIRM Map, No. 31141C0330E Effective Date: 04/19/2010 Located in Zone X Community: City of Columbus Number: 315272
- 3) Zoning: RR

**Owner:**

The Estate of Leo E. Thiele  
c/o Terrace Thiele and Thomas Thiele  
51595 848 Road  
Clearwater, Nebraska 68726

**Surveyor:**

Thomas A. Tremel  
Tremel Surveying Inc.  
1 Driftwood Drive  
Columbus, NE 68601  
Phone: 402.276.3690

**Field Notes:**

- A) Northeast Corner E1/2 NW1/4 SE1/4, Section 16, T17N, R1E - found 3/4" iron pipe 12" deep as recorded by T.A. Tremel, L.S. #455, July 7, 2021.  
Ties: 14.56' SW to top center of metal brace post  
13.18' South to top center of metal brace post  
18.87' South to "X" nails in top of brace post  
On range of fence South  
10.80' South to range of fence West
- B) Southwest Corner SW1/4 NE1/4 SE1/4 - found 5/8" rebar with plastic cap as recorded by T.A. Tremel, L.S. #455, July 7, 2021.  
Ties: 0.50' West to sign post  
21.57' North to "X" nails in top of fence post  
25.58' WSW to top of fire hydrant  
23.64' ESE to SW corner of telephone pedestal  
On centerline of East 11th Avenue South
- C) Found 5/8" Rebar w/plastic cap  
D) Found 1" Iron Pipe  
E) 5/8" Iron Rod  
F) Found 7/8" Rebar  
G) Found 5/8" Iron Rod w/plastic cap  
H) Found 3/4" Iron Pipe w/plastic cap

**Description:**

A tract of land located in the E1/2 of the NW1/4 of the SE1/4 and in part of the W1/2 of the E1/2 of the SE1/4 of Section 16, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows; beginning at the Northeast Corner of said E1/2 NW1/4 SE1/4; thence S 00°02'46" E, 664.91 ft. on the East line of said E1/2 NW1/4 SE1/4; thence N 89°49'56" E, 592.43 ft. to the Northwest corner of Lot 1, Thiele 4th Subdivision; thence S 00°11'46" E, 238.75 ft. on the West line of said Thiele 4th Subdivision to the Northwest corner of Lot 8, Block 2, Thiele 2nd Subdivision; thence S 00°09'05" E, 807.42 ft. on the West line of said Thiele 2nd Subdivision to the Northwest corner of Lot 5, Block 2, Thiele 3rd Subdivision; thence S 00°10'51" E, 475.26 ft. on the West line of said Thiele 3rd Subdivision to the Southwest corner of Lot 1, Block 2 of said Thiele 3rd Subdivision; thence S 00°11'26" E, 413.28 ft. to the North Right-of-Way line of U.S. Highway No. 30; thence S 89°51'23" W, 552.77 ft. on the North Right-of-Way line of said U.S. Highway No. 30 to the East Right-of-Way line of East 11th Avenue; thence Northerly for the next eight courses on the East right-of-way line of said avenue: 1) N 00°03'23" W, 110.33 ft., 2) N 01°34'52" W, 123.41 ft., 3) N 38°42'05" E, 47.89 ft., 4) N 87°04'02" E, 5.19 ft., 5) N 00°14'05" W, 65.66 ft., 6) N 89°53'04" W, 6.79 ft., 7) N 45°01'52" W, 50.83 ft., 8) N 00°02'04" W, 896.61 ft.; thence S 89°50'49" W, 699.49 ft. on the South line of said E1/2 NW1/4 SE1/4 to the Southwest corner thereof; thence N 00°00'01" W, 1329.84 ft. on the West line of said E1/2 NW1/4 SE1/4 to the Northwest corner thereof; thence N 89°50'54" E, 665.42 ft. on the North line of said E1/2 NW1/4 SE1/4 to the point of beginning, containing 45.62 acres more or less.

**Surveyor's Statement:**

I, Thomas A. Tremel, a Registered Land Surveyor in the State of Nebraska, hereby state that this subdivision was surveyed as per state law under my direct supervision and is correct to the best of my knowledge and belief.

*Thomas A. Tremel*  
Thomas A. Tremel, L.S. #455  
April 28, 2023  
Revised: September 22, 2023



**City of Columbus Approval:**

This Plat of Thiele 5th Addition, a Minor Subdivision to the City of Columbus, Platte County, Nebraska, approved by the City of Columbus.

this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
City Administrator

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

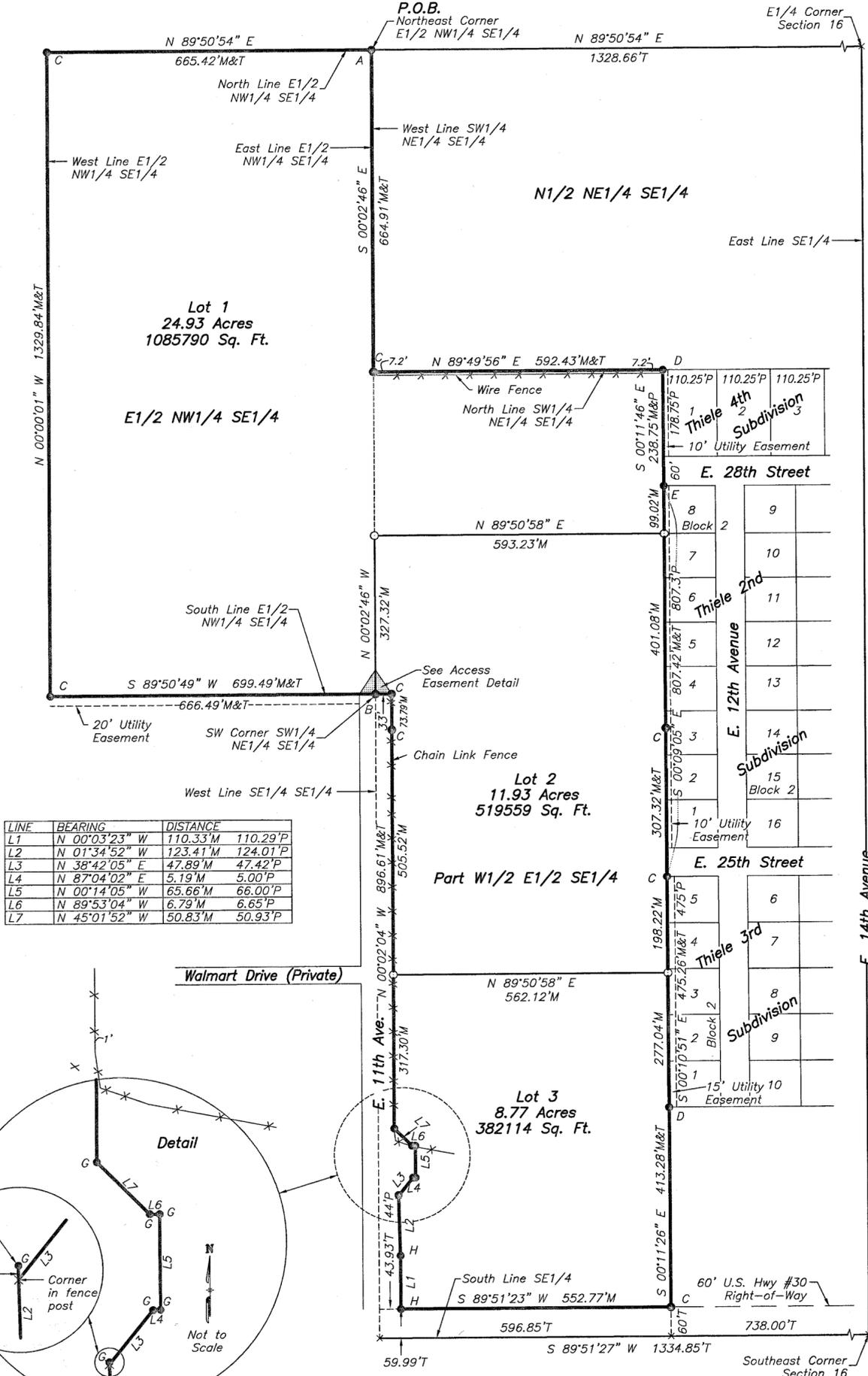
**THIELE 5TH ADDITION, A MINOR SUBDIVISION**

**E1/2 NW1/4 SE1/4 & PART  
W1/2 E1/2 SE1/4 S16, T17N, R1E  
PLATTE COUNTY, NEBRASKA**

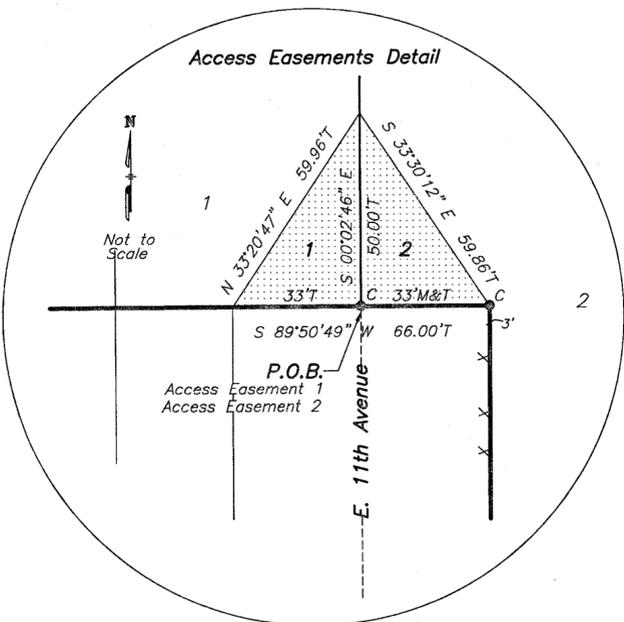
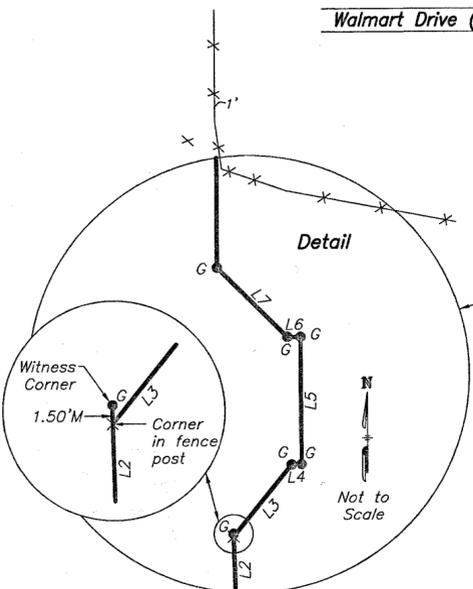


CJN CJN 04/24/2023  
DRAWN SURVEYED DATE

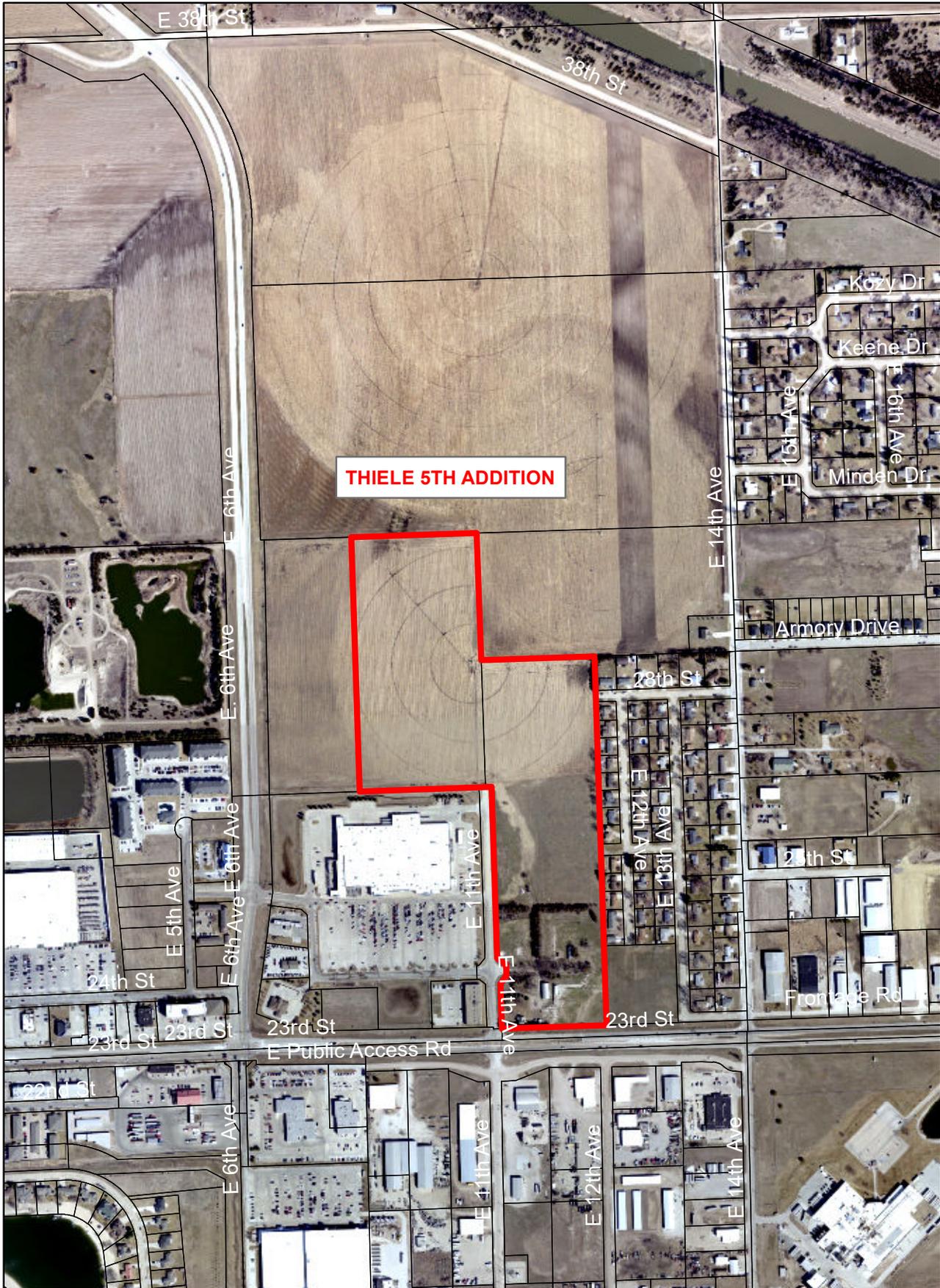
No. 1 Driftwood Drive - Columbus, NE 68601  
Phone (402) 563-4589 - Fax (402) 563-3922



| LINE | BEARING       | DISTANCE          |
|------|---------------|-------------------|
| L1   | N 00°03'23" W | 110.33'M 110.29'P |
| L2   | N 01°34'52" W | 123.41'M 124.01'P |
| L3   | N 38°42'05" E | 47.89'M 47.42'P   |
| L4   | N 87°04'02" E | 5.19'M 5.00'P     |
| L5   | N 00°14'05" W | 65.66'M 66.00'P   |
| L6   | N 89°53'04" W | 6.79'M 6.65'P     |
| L7   | N 45°01'52" W | 50.83'M 50.93'P   |



# THIELE 5TH ADDITION





7.C.1. Public hearing - Determine whether Thiele 5th Addition should be included within corporate city limits. (Planning Commission recommends approval.)

7.C.2. Resolution No. R23-157 approving Thiele 5th Addition and bringing said addition into corporate city limits.

**RESOLUTION NO. R23-157**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: A TRACT OF LAND LOCATED IN THE E1/2 OF THE NW1/4 OF THE SE1/4 AND IN PART OF THE W1/2 OF THE E1/2 OF THE SE1/4 OF SECTION 16, T17N, R1E OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID E1/2 NW1/4 SE1/4; THENCE S 00°02'46" E, 664.91 FT. ON THE EAST LINE OF SAID E1/2 NW1/4 SE1/4; THENCE N 89°49'56" E, 592.43 FT. TO THE NORTHWEST CORNER OF LOT 1, THIELE 4TH SUBDIVISION; THENCE S 00°11'46" E, 238.75 FT. ON THE WEST LINE OF SAID THIELE 4TH SUBDIVISION TO THE NORTHWEST CORNER OF LOT 8, BLOCK 2, THIELE 2ND SUBDIVISION; THENCE S 00°09'05" E, 807.42 FT. ON THE WEST LINE OF SAID THIELE 2ND SUBDIVISION TO THE NORTHWEST CORNER OF LOT 5, BLOCK 2, THIELE 3RD SUBDIVISION; THENCE S 00°10'51" E, 475.26 FT. ON THE WEST LINE OF SAID THIELE 3RD SUBDIVISION TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 2 OF SAID THIELE 3RD SUBDIVISION; THENCE S 00°11'26" E, 413.28 FT. TO THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 30; THENCE S 89°51'23" W, 552.77 FT. ON THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 30 TO THE EAST RIGHT-OF-WAY LINE OF EAST 11TH AVENUE; THENCE NORTHERLY FOR THE NEXT EIGHT COURSES ON THE EAST RIGHT-OF-WAY LINE OF SAID AVENUE: 1) N 00°03'23" W, 110.33 FT., 2) N 01°34'52" W, 123.41 FT., 3) N 38°42'05" E, 47.89 FT., 4) N 87°04'02" E, 5.19 FT., 5) N 00°14'05" W, 65.66 FT., 6) N 89°53'04" W, 6.79 FT., 7) N 45°01'52" W, 50.83 FT., 8) N 00°02'04" W, 896.61 FT.; THENCE S 89°50'49" W, 699.49 FT. ON THE SOUTH LINE OF SAID E1/2 NW1/4 SE1/4 TO THE SOUTHWEST CORNER THEREOF; THENCE N 00°00'01" W, 1329.84 FT. ON THE WEST LINE OF SAID E1/2 NW1/4 SE1/4 TO THE NORTHWEST CORNER THEREOF; THENCE N 89°50'54" E, 665.42 FT. ON THE NORTH LINE OF SAID E1/2 NW1/4 SE1/4 TO THE POINT OF BEGINNING, CONTAINING 45.62 ACRES MORE OR LESS. HEREINAFTER TO BE KNOWN AS THIELE 5TH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF, AND APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE ESTATE OF LEO E. THIELE AND THE CITY OF COLUMBUS, SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF THE ESTATE OF LEO E. THIELE CONCERNING SAID ADDITION INCLUDING PROVIDING FOR THE PUBLIC IMPROVEMENTS NECESSARY TO SERVE THE PROPERTY AND APPROVING INCLUSION OF SAID PLAT INTO THE CORPORATE LIMITS OF COLUMBUS, PLATTE COUNTY, NEBRASKA.

WHEREAS, the Estate of Leo E. Thiele is the owner of real estate described as follows:

A tract of land located in the E1/2 of the NW1/4 of the SE1/4 and in part of the W1/2 of the E1/2 of the SE1/4 of Section 16, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows; beginning at the Northeast Corner of said E1/2 NW1/4 SE1/4; thence S 00°02'46" E, 664.91 ft. on the East line of said E1/2 NW1/4 SE1/4; thence N 89°49'56" E, 592.43 ft. to the Northwest corner of Lot 1, Thiele 4th Subdivision; thence S 00°11'46" E, 238.75 ft. on the West line of said Thiele 4th Subdivision to the Northwest corner of Lot 8, Block 2, Thiele 2nd Subdivision; thence S 00°09'05" E, 807.42 ft. on the West line of said Thiele 2nd Subdivision to the Northwest corner of Lot 5, Block 2, Thiele 3rd Subdivision; thence S 00°10'51" E, 475.26 ft. on the West line of said Thiele 3rd Subdivision to the Southwest corner of Lot 1, Block 2 of said Thiele 3rd Subdivision; thence S 00°11'26" E, 413.28 ft. to the North Right-of-Way line of U.S. Highway No. 30; thence S 89°51'23" W, 552.77 ft. on the North Right-of-Way line of said U.S. Highway No. 30 to the East Right-of-Way line of East 11th Avenue; thence Northerly for the next eight courses on the East right-of-way line of said avenue: 1) N 00°03'23" W, 110.33 ft., 2) N 01°34'52" W, 123.41 ft., 3) N 38°42'05" E, 47.89 ft., 4) N 87°04'02" E, 5.19 ft., 5) N 00°14'05" W, 65.66 ft., 6) N 89°53'04" W, 6.79 ft., 7) N 45°01'52" W, 50.83 ft., 8) N 00°02'04" W, 896.61 ft.; thence S 89°50'49" W, 699.49 ft. on the South line of said E1/2 NW1/4 SE1/4 to the Southwest corner thereof; thence N 00°00'01" W, 1329.84 ft. on the West line of said E1/2 NW1/4 SE1/4 to the Northwest corner thereof; thence N 89°50'54" E, 665.42 ft. on the North line of said E1/2 NW1/4 SE1/4 to the point of beginning, containing 45.62 acres more or less.

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

WHEREAS, said owner has laid out said land into lots with appropriate access easement areas under the name of Thiele 5th 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 addition, all as provided by law, a copy of which plat is attached hereto, and

WHEREAS, said owner has executed an instrument of dedication of the access 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 Thomas A. Tremel, Registered Land Surveyor, under the date of April 28, 2023, which plat has been heretofore approved by the Columbus Planning Commission, and

WHEREAS, said owners have agreed to pay all costs necessary to extend water and sewer mains to serve said Addition and to pay all costs for laying such water and sewer mains with the addition 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

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

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of Thiele 5th Addition to the City of Columbus, Nebraska, and after conducting a separate public hearing on the inclusion of said addition within Columbus, Nebraska, corporate limits by separate vote recommended approval thereof, and

WHEREAS, the Mayor and City Council held separate public hearing on the approval of the Final Plat of said addition within the City of Columbus corporate limits and following each such public hearing, and having heard all persons appearing at such hearings, by separate votes, approved said Final Plat and approved the inclusion thereof within the corporate boundary, and

WHEREAS, said owner has executed a Development Agreement setting forth the duties and responsibilities of the owner/developer concerning said Addition, 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 Thiele 5th Addition to the City of Columbus, Nebraska be and the same is hereby accepted, and the plat thereof be and the same hereby is approved as provided by law, and the said area as so platted which was heretofore outside but contiguous to the City corporate limits shall become a part of the City of Columbus, Nebraska, for all purposes whatsoever and the inhabitants of such Addition shall be entitled to all rights and privileges, and subject to all the laws, rules and regulations of the City of Columbus, Nebraska, and that the Mayor and Clerk be and hereby authorized and instructed to endorse such approval on said original plat and that

the area carry the classification heretofore assigned it as "R-R" (Rural Residential) zone according to the Zoning Regulations of the City of Columbus, Nebraska; that Thiele 5th Addition development Agreement attached hereto as Exhibit "A" is hereby approved and accepted and the mayor is hereby authorized to sign said development agreement.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK

APPROVED AS TO FORM:

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

Please return to: Clark J. Grant 1464 27<sup>th</sup> Ave., Columbus, NE 68601

**THIELE 5<sup>TH</sup> ADDITION  
DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Estate of Leo E. Thiele, (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 Thiele 5th Addition, to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

"Property benefited" shall mean property within the Area to be Developed (Exhibit "A"), which will comprise 45.62 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 shall install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with City standards. The Subdivider shall be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

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

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

D. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances shall be constructed according to City standards within dedicated 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 shall be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider, with exception of storm sewer mains in a dedicated right-of-way or easement area that are greater than 12-inches. In such case, the cost over 12-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to City standards within dedicated right-of-way and easement areas per plat (Exhibit "A") on water plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider shall be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution improvements shall be paid by the Subdivider, with exception of water mains located in a dedicated right-of-way or

easement area that are greater than six (6) inches. In such case, the cost over 6-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

F. Natural gas distribution mains, if any, shall be located within a dedicated street right-of-way 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 shall arrange for underground electrical service to each buildable lot within the Area to be Developed to be provided by Loup Power District at no cost to the City. If any relocation or adjusting of existing electrical mains are required, the costs shall be borne by the Subdivider.

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

I. Subdivider shall 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 a Nebraska Licensed Civil Engineer 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 and SWPPP.

K. Subdivider agrees to pay all costs necessary to extend sanitary sewer system, water system and storm sewer that will service the property.

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

M. Subdivider shall provide copies of all required Federal and State permits to the City Prior to work on or in those respective areas.

N. Prior to any development in Lot 1 and in accordance with the Comprehensive Plan and Long Range Transportation Plan, Subdivider or current property owner shall dedicate public right of way extending East 11<sup>th</sup> Avenue north approximately 1,330 feet to the north line of Lot 1. In addition, the Subdivider or current property owner shall dedicate public right-of-way extending 28<sup>th</sup> Street west approximately 1,293 feet to the west line of Lot 1.

Prior to any development in Lot 2 and in accordance with the Comprehensive Plan and Long Range Transportation Plan, Subdivider or current property owner shall dedicate East 11<sup>th</sup> Avenue right of way extending approximately 327 feet to the north line of Lot 2. In addition, the Subdivider or current property owner shall dedicate public right-of-way extending 25<sup>th</sup> Street west approximately 562 feet to East 11<sup>th</sup> Avenue right-of-way.

Prior to the development of the lots within this Minor Subdivision, a Major Subdivision will need to be completed for each such lot so as to provide for the road extensions set forth above as well as necessary easements. Paving, storm sewer, water, and sanitary sewer shall be constructed in said right-of-ways where a full 60-foot is obtained as part of the respective initial lot development.

Subdivider will complete a Voluntary Annexation as part of the Minor Subdivision approval process.

## SECTION II

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

## SECTION III

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

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

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

D. Before any connection from any premises to the sewer system of the Area to be Developed may be made, a permit shall be obtained for said premises, and its connection from

the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

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

#### SECTION IV

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

#### SECTION V

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

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

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

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

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

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

#### SECTION VI

The Subdivider shall install all public improvements within a time period of two (2) years after the signing of this Development Agreement, except that sidewalks directly in front of houses (if residential) or businesses (if commercial) shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. An extension of this time period may be requested by the Subdivider and

if said request receives a favorable recommendation of Planning Commission and approval by the City Council the deadline will be extended pursuant to the new deadline set by the City Council.

#### SECTION VII

This Agreement shall run with the land and shall be binding upon and insure to the benefit of all parties hereto, their successors and assigns, including all future lot owners of the Area to be Developed.

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

ATTEST:

CITY OF COLUMBUS

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

\_\_\_\_\_  
MAYOR

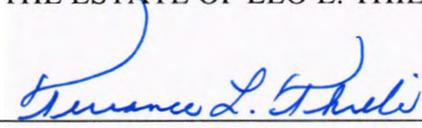
\_\_\_\_\_  
Date

APPROVED AS TO FORM

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

SUBDIVIDER

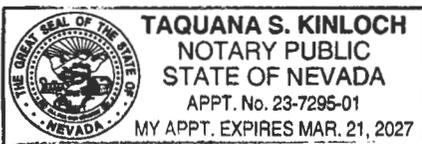
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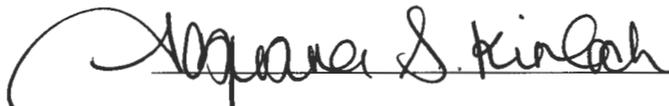
By   
\_\_\_\_\_  
Terrance L. Thiele, Personal Representative

Dated this 26<sup>th</sup> day of OCTOBER, 2023.

Nevada  
STATE OF ~~NEBRASKA~~ )  
                  Clark           : ss.  
COUNTY OF ~~PLATTE~~ )

On this 26<sup>th</sup> day of October, 2023 before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Terrance L. Thiele, 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.



  
\_\_\_\_\_  
-7-



7.D. Public hearing - Redevelopment Plan for Rback Enterprises Redevelopment Project (Redevelopment Area No. 8) located east of intersection of 4th Street and 10th 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, NE, will be held on Monday, November 20, 2023, at 6 p.m., in the Community Building, Community Room, 2500 14 St, Columbus, NE, to consider and possibly take action on a redevelopment plan entitled: "Redevelopment Plan for the Rback Enterprises 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 southeast area, approximately located to the east of the intersection of 4th Street and 10th Avenue, in Columbus, NE. 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 2500 14 Street, Columbus, NE, telephone number 402-562-4224, during regular business hours. At said time and place, all interested parties may appear and be heard.

City of Columbus, NE  
Janelle Kline, City Clerk

Publish: 11:02,09:23  
Two Affidavits of Publication



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

## memorandum

DATE: November 8, 2023  
TO: Tara Vasicek, City Administrator  
FROM: Jean Van Iperen, Planning & Economic Development Coordinator  
RE: Redevelopment Plan for RBack Enterprises Redevelopment Project

### RECOMMENDATION:

Approval of the Redevelopment Plan for RBack Enterprises Redevelopment Project

### DISCUSSION:

The redevelopment plan details a proposed redevelopment project including the construction of housing consisting of 28 lots of which 27 are residential. A detailed description of the project is located on page 3, section D of the plan.

In order for the area to be used for the planned purpose, substantial improvements are required including all public infrastructure on streets extensions of 9<sup>th</sup> Avenue/4<sup>th</sup> Street and 7<sup>th</sup> Avenue, extension of water and sewer systems to the project site including extension of City water down 9<sup>th</sup> Avenue from its current endpoint north of the project site, and grading to provide effective drainage throughout the area. All of these improvements are detailed beginning on page 5, 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 \$1,907,690 of public street, water and sewer improvements are required for the project. The full list of TIF eligible expenses is detailed in Exhibit D.

The redeveloper, City and legal counsel have ensured the plan is in conformance with the City's comprehensive plan. An in-depth review is provided in section C page 1-2. The final plat and development plan were approved by the Planning Commission and the City Council in October 2023.

It has been determined 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.

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.

### ALTERNATIVE:

Do not approve.

---

Signature:

By: *Jean Van Iperen*

Approved By: *[Signature]*

**REDEVELOPMENT PLAN FOR THE  
RBACK ENTERPRISES REDEVELOPMENT PROJECT**

**PREPARED OCTOBER, 2023**

**BY THE COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF COLUMBUS, NEBRASKA**

**A. Introduction**

This Redevelopment Plan for the Rback Enterprises 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, 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 City Council designated a portion of the City as a blighted and substandard community redevelopment area, such area being commonly referred to as “Redevelopment Area 8” a/k/a the “Southeast Area” (referred to herein as the “Redevelopment Area”). This Redevelopment Plan sets forth a redevelopment project proposed by Rback Enterprises, LLC (“Redeveloper”), 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 phased construction of a residential subdivision consisting of single-family homes, townhomes, attached multi-family rental units, and storage units, together with such public improvements associated therewith, within the Redevelopment Area (such public and private improvements are collectively referred to herein as the "Redevelopment Project").

**B. Redevelopment Area; Project Site; Existing Conditions**

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries of the Redevelopment Area. 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 east of the intersection of 4th Street and 10th Avenue, in the City. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

**C. 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 does not set forth a specific designation for future use of the Project Site. However, the area is presently utilized and zoned for residential use, so it is assumed the continuation of such use is/was desired with respect to future development. Accordingly, the anticipated uses associated with the Redevelopment Project conform to the desired use of the Project Site set forth in the Comprehensive Plan.

The Comprehensive Plan further sets forth the following objectives:

- Encourage a variety of housing types and sizes to accommodate the needs of existing and prospective residents. This includes, but is not limited to college students, single professionals, families, empty nesters, seniors, and those of varying economic ability.
- Encourage an economically diverse population through a variety of affordable housing ownership opportunities suitable and attractive to people at different stages in their life.
- Expand the opportunities for homeownership, especially for moderate income households.
- Incent the construction of a variety of housing types such as co-housing, duplexes, rowhouses, mixed-use buildings, and single family detached housing with accessory dwelling units.
- Ensure an adequate supply of housing at a variety of prices and rents by promoting new home ownership opportunities, improvement of the existing housing stock, responsible rental property ownership, and the development of compatible infill housing.
- Increase the compatibility of multi-family residential housing with single family detached residential districts within Columbus.

The Redevelopment Project will assist in carrying out such objectives. Accordingly, the Redevelopment Project is in conformance with and furthers the objectives set forth in the City's Comprehensive Plan.

#### **D. Redevelopment Project Overview**

The Redevelopment Project consists of the phased construction of single-family homes, townhomes, attached multi-family rental units, and storage units. Redeveloper currently owns the Project Site. Accordingly, no public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project. Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for the

Redevelopment Project (the “Site Plan”). The Site Plan is preliminary in nature and subject to change.

The Redevelopment Project will require infrastructure improvements and other public and private improvements which are not financially feasible to undertake at one time. Completing the Redevelopment Project in phases will allow Redeveloper to maximize the TIF resources available for public improvements, which will be necessary for the Redevelopment Project to succeed. Further, implementation of the Redevelopment Project in multiple phases will allow Redeveloper to construct the private improvements at a rate that the market can absorb and support, and to adapt subsequent phases of the Redevelopment Project to the changing needs of the City. The Agency and Redeveloper anticipate that Redeveloper will construct the Redevelopment Project in two phases, consisting of the following improvements:

“Phase One” is anticipated to consist of the construction of approximately 31 townhomes, 8 detached single-family residences, and 12 multi-family units (51 total residential units). Additionally, it is anticipated that Redeveloper will construct storage units as part of Phase One, consisting of approximately 9,300 square feet of storage space. The private improvements included as part of Phase One will occur on a portion of the Project Site, as depicted in the Site Plan (the “Phase One Area”). Notwithstanding the foregoing, the infrastructure improvements for the entire Redevelopment Project (i.e., both Phase One and Phase Two) will occur as part of Phase One. Such infrastructure improvements will include, without limitation, water line extension along 9th Ave.

“Phase Two” is anticipated to consist of the construction of approximately 12 townhomes and 9 detached single-family residences (21 total residential units). Phase Two will occur on a portion of the Project Site, as depicted in the Site Plan (the “Phase Two Area”).

With respect to the storage space/units constructed as part of Phase One, such units shall be rented to or utilized solely by the occupants of the adjacent multi-family units and/or townhomes (such that they constitute an ancillary residential use and not a commercial use). Under no circumstance shall the units be rented to, or utilized by, other third parties. The foregoing requirement shall be set forth in the “redevelopment contract” (as defined in the Act) entered into between Redeveloper and the Agency with respect to the Redevelopment Project, and the grant of TIF provided herein shall be conditioned upon Redeveloper’s (and its successors) compliance with the same.

Redeveloper and the City acknowledge that the exact nature of Phase Two, along with certain details associated therewith, is speculative at this time and may be subject to change

based upon market demand, cost variability, and other such extraneous factors that cannot be reasonably ascertained at this time. Accordingly, Redeveloper and the City anticipate that, once the exact scope of Phase Two is established, this Redevelopment Plan may be amended to update and incorporate certain details related thereto; and this Redevelopment Plan specifically contemplates and authorizes the same. Such changes/updates may be incorporated via an administrative amendment to this Redevelopment Plan, so long as the same does not constitute a substantial modification under Section 18-2115 of the Act. Provided the improvements constructed as part of Phase Two conform to the uses contemplated herein (i.e., single-family residences, townhomes, and multi-family units), modifications to the unit mix for Phase Two (from that provided above) shall not be considered a substantial modification of this Redevelopment Plan, unless otherwise determined as such in the discretion of the City.

As set forth in further detail under Paragraph H, below, it is anticipated that each phase may consist of multiple sub-phases based upon the rate at which Redeveloper constructs the private improvements. And while Redeveloper anticipates the Redevelopment Project will be constructed over the course of two phases, the Redevelopment Project requires flexibility and more or less phases, or sub-phases thereof, may be necessary as a result of market demand and other extraneous factors. Accordingly, this Redevelopment Plan contemplates and authorizes the reconfiguration of the phasing, as necessary, via an administrative amendment to this Redevelopment Plan, unless such changes constitute a substantial modification under Section 18-2115 of the Act.

**E. Existing Conditions**

**1. Existing Land Use**

The Project Site currently consists of approximately ten acres of vacant land. As part of the Redevelopment Project, Redeveloper demolished two unoccupied and dilapidated residences, along with a number of unused and dilapidated outbuildings.

**2. Existing Zoning**

The Project Site is currently zoned as R-1 (Single-Family Residential).

**3. Existing Public Improvements**

Access to the Project Site currently exists via a private drive from 10th Avenue. While limited infrastructure/utilities exist on the Project Site in relation to the prior residences thereon, the majority of Project Site is without paving, sewer, water, storm sewer, electrical service, public walks, and other necessary 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

Access to the Project Site currently exists via a private drive from 10th Avenue. As shown on the Site Plan, Redeveloper intends to maintain the private drive, and construct public access via the extension of 9th Avenue/4th Street and 7th Avenue. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns 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's engineer or other designee of the City.

b. Construction of Water and Sewer Improvements

Redeveloper will construct or extend water and sewer systems to provide appropriate service to the residences constructed on the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff. Without limiting the foregoing, Redeveloper will be required to extend City water down 9th Ave, from its current endpoint north of the Project Site.

c. Other Incidental Improvements

Currently, the Project Site is mostly undeveloped and will require 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 residences. Redeveloper also anticipates the construction of electric, gas and telecommunications utilities extending to the residences 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 is currently vacant. The Redevelopment Project is residential in nature, consisting of the development of approximately 43 townhomes, 17 single-family residences, and 12 multi-family rental units (approximately 72 residential units in total). As such, the Redevelopment Project will result in an increase in population density within the Project Site. Based upon census data related to household size, such density increase is estimated to be between 72 and 189 people.

g. Land Coverage

The Project Site currently consists of approximately ten acres of undeveloped land. The Redevelopment Project will consist of the construction of approximately 43 townhomes, 17 single-family residences, 12 multi-family rental units (approximately 72 residential units in total), along with approximately 9,300 square feet of storage space/units. The anticipated land coverage footprint for the Redevelopment Project is shown on the Site Plan. The Redevelopment Project is subject to and must comply with all applicable land coverage ratios required by the City.

h. Parking

The City's zoning ordinance requires two parking spaces per dwelling unit with respect to the single-family detached homes and townhomes. For multi-family units, the zoning ordinance requires two spaces for every unit with two bedrooms or more and 1.5 spaces for every one-bedroom unit. The Redevelopment Project is subject to and must comply with all such applicable parking requirements.

i. Zoning, Building Code and Ordinance

The Project Site is currently zoned as R-1 (Single-Family Residential). With respect to the single-family detached homes, an R-1 designation is appropriate and will remain as such on the associated lots. Redeveloper will rezone the remainder of the Project Site to a designation that permits the townhouse, multi-family and/or storage uses thereon. Redeveloper will be responsible for all such zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

**2. Private Improvements**

The private improvements constructed as part of the Redevelopment Project are anticipated to consist of approximately 43 townhomes, 17 single-family residences, 12 multi-family rental units, and approximately 9,300 square feet of storage space/units, in addition to the related facilities and improvements ancillary thereto. Redeveloper or other builders taking conveyance from Redeveloper will construct the private improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

**G. Project Costs**

The estimated cost of the Redevelopment Project is \$18,500,337. A breakdown of the foregoing costs is attached hereto and incorporated herein as Exhibit "D". The figures set forth therein are only estimates based upon 2023 pricing, and are subject to change without further amendment of this Redevelopment Plan.

**H. Implementation**

Redeveloper is unable to undertake the construction in Phase One of the Redevelopment Project without some assurance that Redeveloper can undertake the additional phase(s). According to Redeveloper, it could not complete the initial public improvements for Phase One but-for the approval of the entire Redevelopment Project and, likewise, the subsequent phase(s) of the Redevelopment Project would not occur but-for these initial public improvements. Accordingly, this Redevelopment Plan contemplates that the costs and expenses of all the public improvements for the Redevelopment Project are eligible TIF uses for each phase of the Redevelopment Project (as allocated). As such, Redeveloper may apply the TIF Revenues (defined below) generated from each phase of the Redevelopment Project toward the payment of the eligible expenses of the entire Redevelopment Project, as necessary, and provided there is no duplication of costs between phases.

Redeveloper anticipates that each phase will be completed over the course of one to two years. Each phase may be comprised of multiple sub-phases, with the private improvements constructed in a given calendar year constituting a sub-phase of the applicable phase. Redeveloper intends to commence construction on Phase One following approval of this Redevelopment Plan, and complete the same by the end of 2025. Redeveloper intends to commence Phase Two as soon as Phase One is completed.

The anticipated start dates and completion dates for the phases are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors. More or less phases and/or sub-phases spanning more or less time than the anticipated dates listed above may be necessary as a result of such extraneous conditions or factors. Notwithstanding the foregoing, it is the understanding of the City, the Agency and Redeveloper that construction of the entire Redevelopment Project will be completed no later than December 31, 2030, and shall consist of no more than seven sub-phases.

Upon the completion of each phase and/or sub-phase, Redeveloper will notify the Agency of the same in writing on a form prescribed by the Agency. Such notice shall set forth the "effective date" (as defined in the Act) for the pertinent phase/sub-phase and must be submitted to the Agency on or before June 30 of the year in which taxes are to be divided for such phase/sub-phase.

## **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 for each phase or sub-phase, as applicable, as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) 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 each phase and/or sub-phase of the Redevelopment Project will be established via the notifications from Redeveloper to the Agency referenced in Paragraph H, above, as shall be further detailed in the redevelopment contract for the Redevelopment Project. The Agency and Redeveloper anticipate that the effective dates will be different for each phase and/or sub-phase, and therefore the increment period for each phase and/or sub-phase, will be different.

Notwithstanding any provision herein to the contrary, all tax revenues resulting from improvements constructed/installed after the commencement of the first portion of each phase and/or sub-phase shall only be divided and allocated over the applicable 15-year increment period or payment of the TIF Indebtedness, 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, and would not do so, without the assistance of TIF. In support thereof, Redeveloper stated the following in its TIF application submitted to the City:

“Without TIF, the proposed project is not financially feasible and will not proceed. The significant infrastructure cost needed to develop this site into buildable lots makes this cost-prohibitive without the use of TIF. Divided-out evenly, TIF will reduce the development cost of each unit by approximately \$34,500. That additional per unit cost would make the lots simply unaffordable: for rental units, the additional cost would increase rent significantly to recover the costs, which prices the units out of a reasonable target market for rentals; and for sales, the additional \$34,500 in lot cost will make the homes too expensive for the market. Therefore, without TIF, the Applicant cannot develop the property.”

The City and Agency concur with the foregoing representations of Redeveloper. The high construction costs and unfavorable rate environment that developers currently face, the total lack of infrastructure within the Project Site, and the added costs related thereto, contribute to the Project Site’s blighted and substandard condition and the infeasibility of its development without the assistance of TIF. Accordingly, 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 \$2,525,000. The TIF Indebtedness shall bear interest at a rate not to exceed 6.50% 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.

Redeveloper anticipates that the balance of the public and private costs of the Redevelopment Project exceeding the TIF Indebtedness will be financed by a mix of equity, traditional bank financing, and other economic development funding (Rural Workforce Housing). 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 and Existing Land Use
- 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:

A 1 1

COLUMBUS NE  
AREA #8

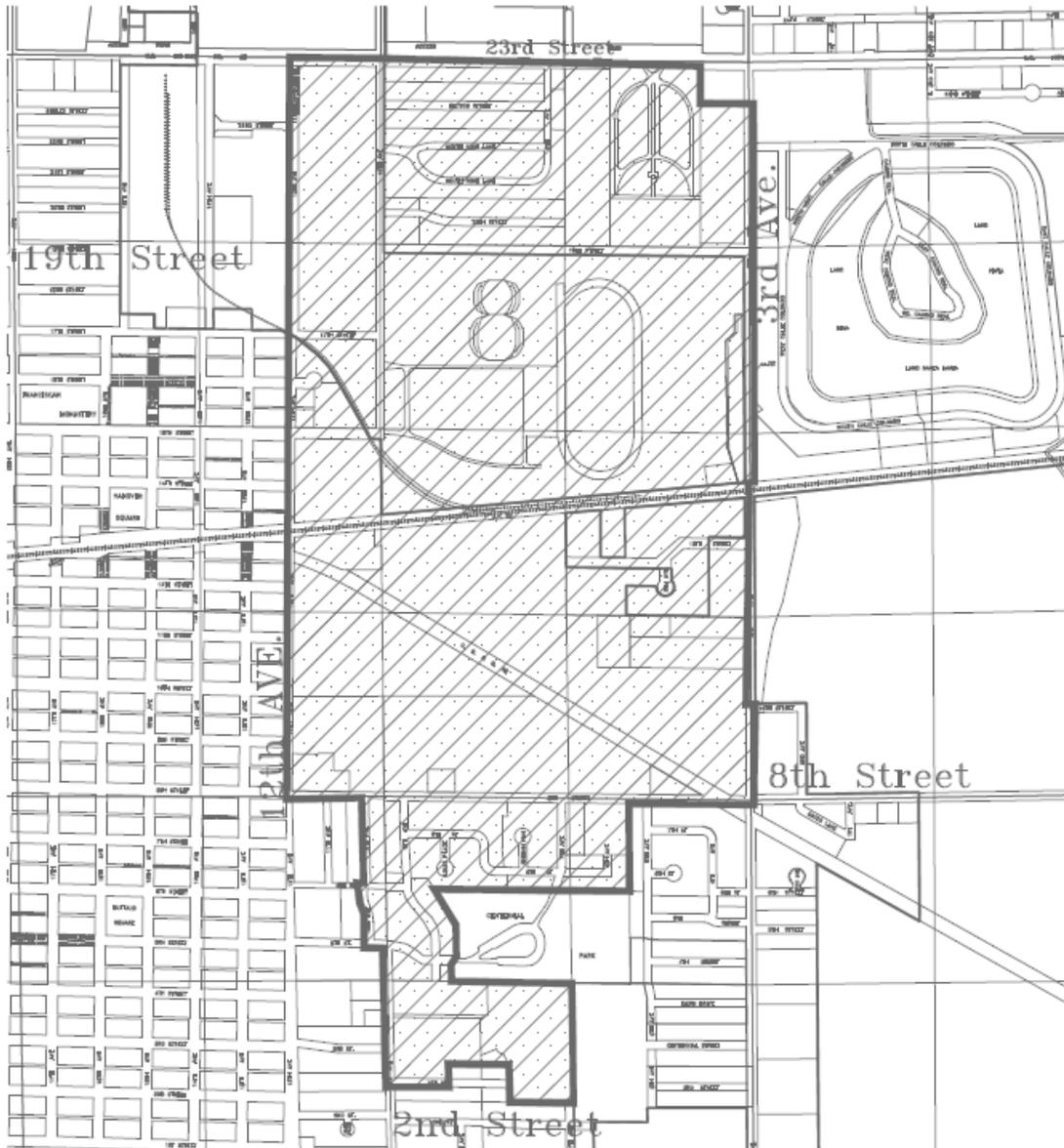


Exhibit "A"

Existing Conditions of Redevelopment Area and Surrounding Area:



Exhibit "A"

## EXHIBIT "A-1"

### Project Site and Existing Land Use

#### Legal Description:

##### Phase One Area:

**PARCEL 1:** That Part of Lot 4 of Kingswood Addition to the City of Columbus, Platte County, Nebraska, more particularly described as follows: Commencing at a point 264 feet South of the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, thence East 660 feet, thence South 132 feet, thence West 660 feet, thence North 132 feet to the place of beginning.

**PARCEL 2:** An undivided one-half interest in the following tract: Commencing at a point 3 chains and 44 feet South of the Northwest corner of the SW1/4 of the NE1/4 of said Section 29, thence South 22 feet, thence East 10 chains and 20 feet, thence North 22 feet, thence West 10 chains and 20 feet to the place of beginning, said land to be used for a roadway and for no other purpose; n/k/a Lot 3, Kingswood Addition. EXCEPT a portion of Lot 3, Kingswood Addition described as follows: A tract of land entirely within the SW1/4 of the NE1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska and bounded by a line described as follows Commencing at a point on the West line of said SW1/4 of the NE1/4 and a distance of 242 feet South of the NW Corner of said SW1/4 of the NE1/4, proceed East on a line parallel with the North line of said SW1/4 of the NE1/4 a distance of 183 feet to a point; thence South on a line parallel with the West line of said SW1/4 of the NE1/4 a distance of 13 feet to a point; thence Westerly a distance of 183 feet to a point on the West line of said SW1/4 of the NE1/4 and a distance of 15 feet South of the point of beginning, thence proceed North along said West line a distance of 15 feet to the point of beginning, but excepting therefrom the West 33 feet of said parcel, the excepted part being a public road bordering on the West Side.

**PARCEL 3:** Commencing at the Northeast corner of the SW1/4 of the NE1/4, Section 29, Township 17 North, Range 1 East of the 6th P.M., running thence West 9 chains and 10'; thence South 3 chains and 44'; thence West 10 chains and 56'; thence South 22'; thence East 10 chains; thence South 1 chain; thence East 10 chains; thence North 5 chains to the place of beginning; EXCEPT An undivided one-half interest in the following tract: Commencing at a point 3 chains and 44 feet South of the Northwest corner of the SW1/4 of the NE1/4 of said Section 29, thence South 22 feet, thence East 10 chains and 20 feet, thence North 22 feet, thence West 10 chains and 20 feet to the place of beginning, said land to be used for a roadway and for no other purpose; n/k/a Lot 3, Kingswood Addition. EXCEPT a portion of Lot 3, Kingswood Addition described as follows: A tract of land entirely within the SW1/4 of the NE1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska and bounded by a line described as follows Commencing at a point on the West line of said SW1/4 of the NE1/4 and a distance of 242 feet South of the NW Corner of said SW1/4 of the NE1/4, proceed East on a line parallel with the North line of said SW1/4 of the NE1/4 a distance of 183 feet to a point; thence South on a line parallel with the West line of said SW1/4 of the NE1/4 a distance of 13 feet to a point; thence Westerly a distance of 183 feet to a point on the West line of said SW1/4 of the NE1/4 and a distance of 15 feet South of the point of beginning, thence proceed North along said West line a distance of 15 feet to the point of beginning, but excepting therefrom the West 33 feet of said parcel, the excepted part being a public road bordering on the West Side.

##### Phase Two Area:

Lot 1 of Kingswood Addition to the City of Columbus, Platte County, Nebraska,  
EXCLUDING the west 142.5'.

\* In the event Redeveloper subdivides or replats the Project Site, 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 legal description.

Depiction and Current Condition (outlined in red):

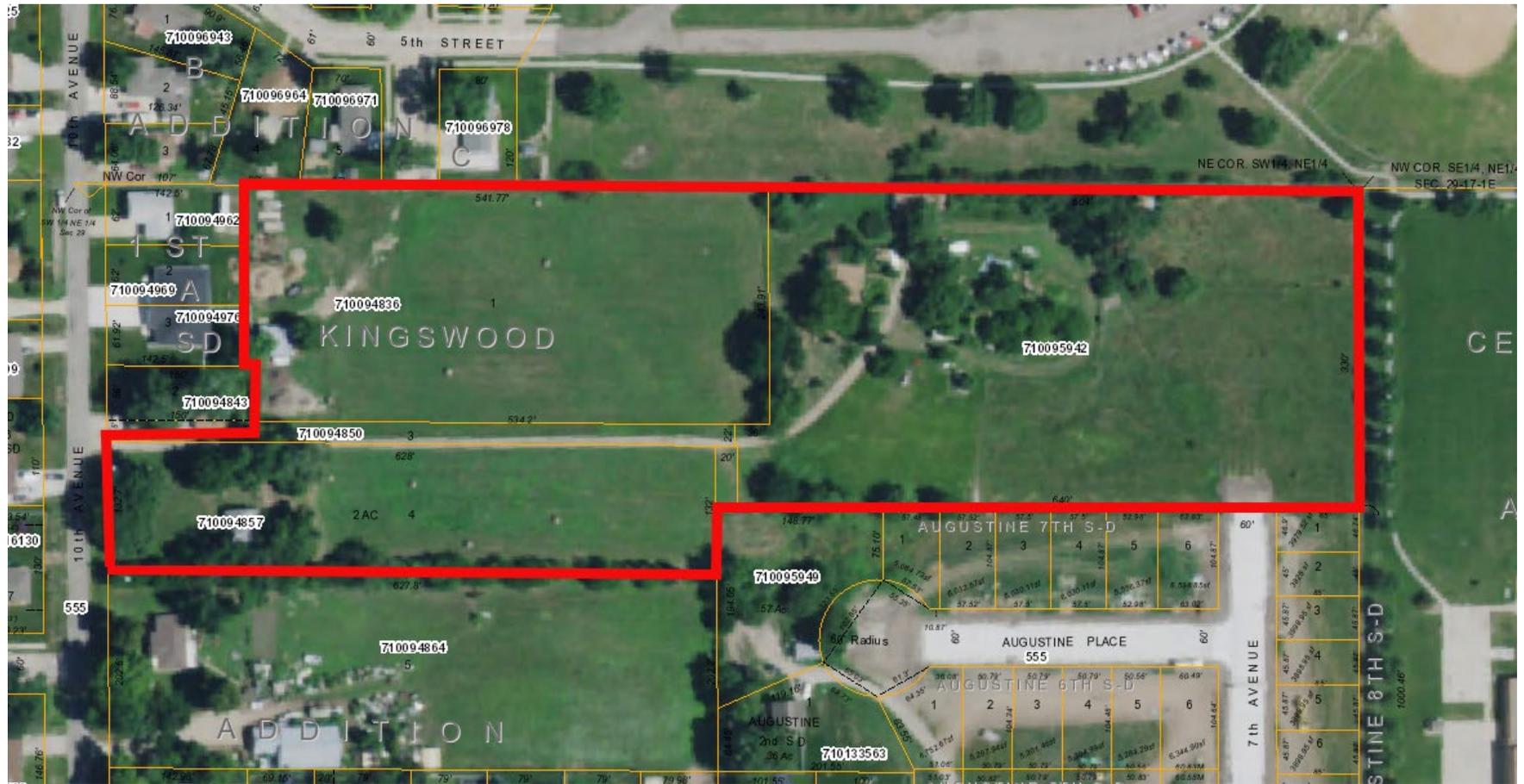
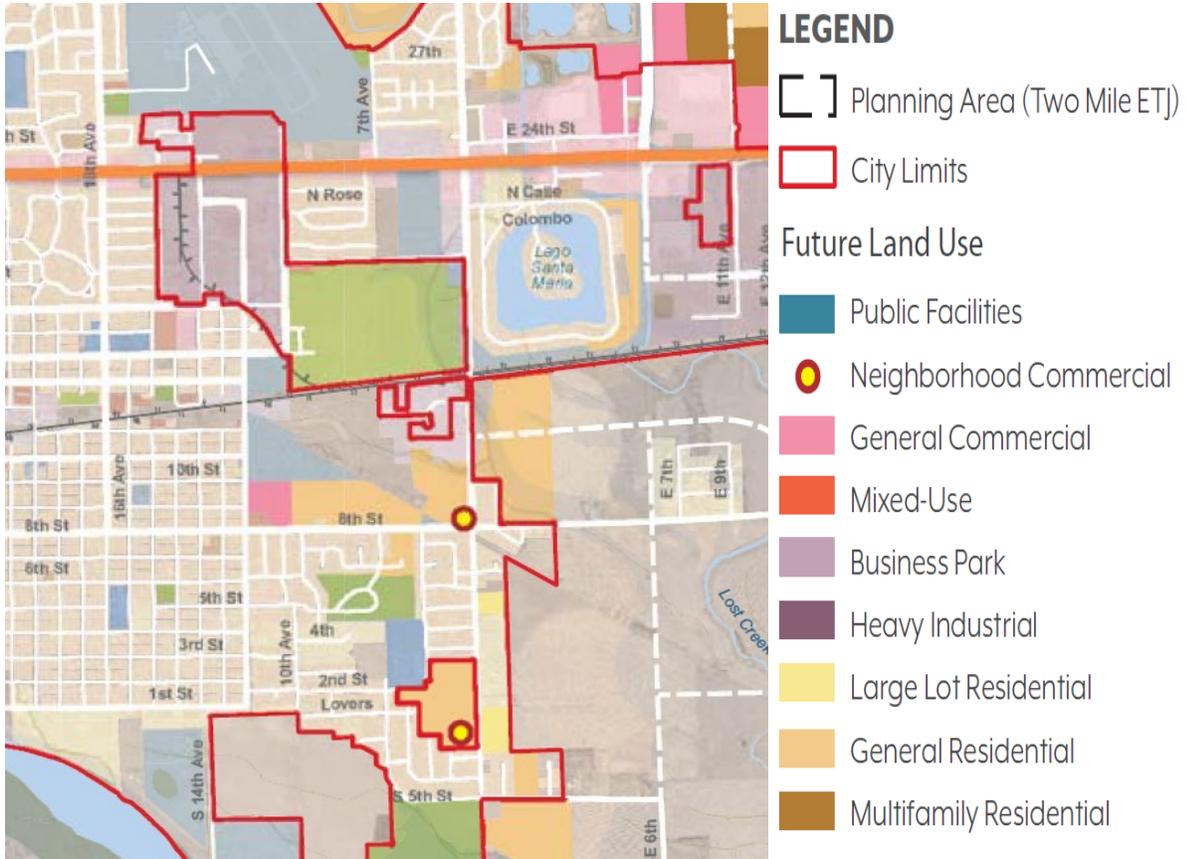


Exhibit "A-1"

# EXHIBIT "B"

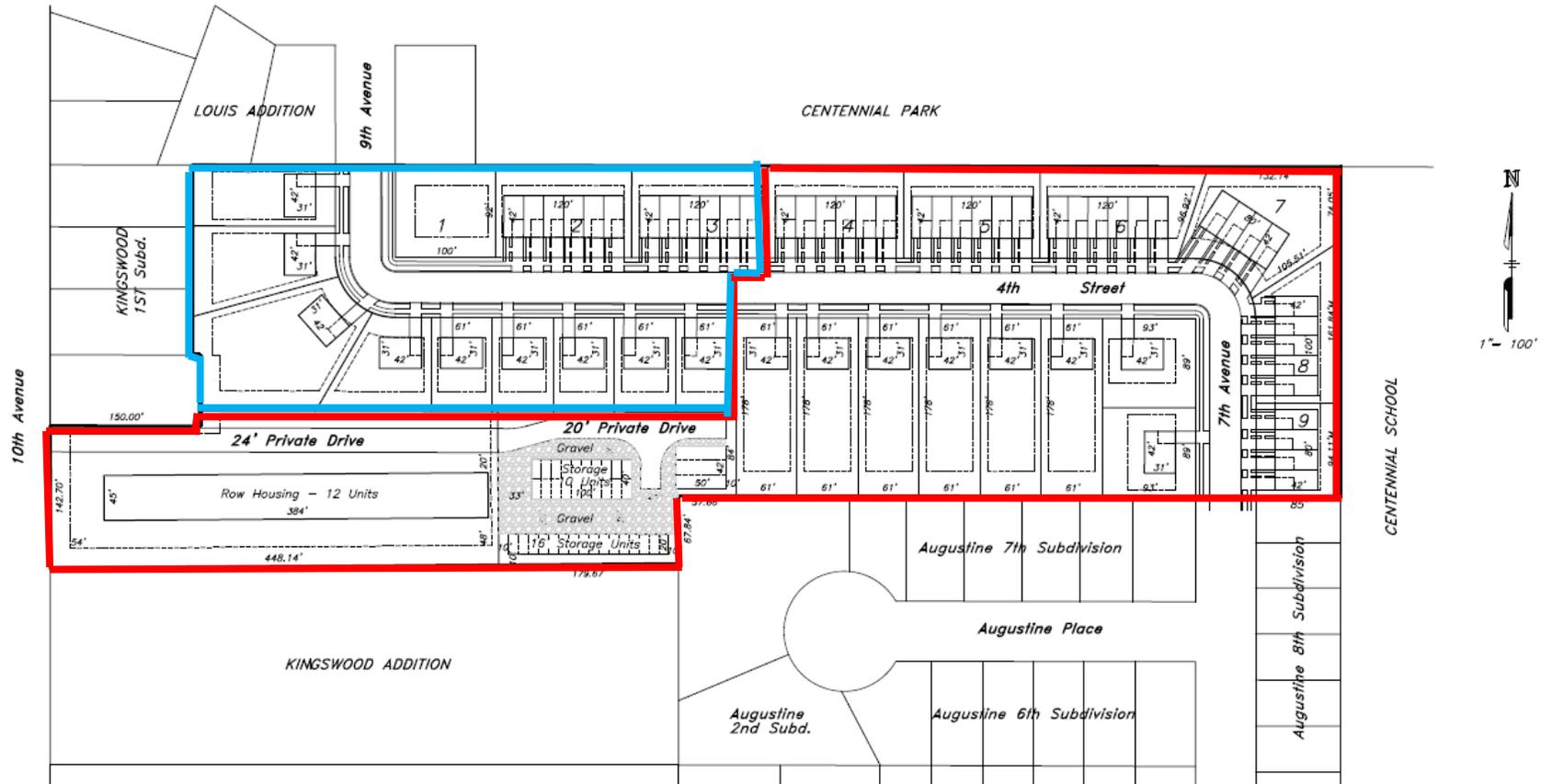
## Future Land Use Map



\* The Project Site is not designated for a particular future use.

# EXHIBIT "C"

## Site Plan and Future Land Use



- \* The above is a preliminary site plan and is subject to change.
- \*\* The Phase One Area is outlined in red, and the Phase Two Area is outlined in blue.

**EXHIBIT "D"**

**Estimate of Construction Costs**

|                                    |                     |
|------------------------------------|---------------------|
| Land Acquisition                   | \$391,000           |
| Demolition                         | \$115,500           |
| Site Development & Infrastructure  | \$1,907,690         |
| Building Cost                      | \$15,746,647        |
| Architectural and Engineering Fees | \$100,000           |
| Legal Fees                         | \$25,000            |
| Financing Costs                    | \$139,500           |
| Contingencies                      | \$75,000            |
| <b>Total</b>                       | <b>\$18,500,337</b> |

- \* 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 commencement of construction.

**EXHIBIT "E"**

**Sources and Uses of TIF**

**USES:\***

|                                    |                    |
|------------------------------------|--------------------|
| Site Acquisition:                  |                    |
| Phase One                          | \$191,000          |
| Phase Two                          | \$200,000          |
| <hr/>                              |                    |
| Total site acquisition             | \$391,000          |
| <br>                               |                    |
| Demolition or removal of existing: |                    |
| Buildings                          | \$38,500           |
| Structures                         | \$27,500           |
| Trees                              | \$49,500           |
| <hr/>                              |                    |
| Total demolition                   | \$115,500          |
| <br>                               |                    |
| Infrastructure:                    |                    |
| General site preparation           | \$93,500           |
| Streets                            | \$343,035          |
| Utilities – sanitary sewer, water  | \$968,055          |
| Utilities – electrical             | \$300,300          |
| Utilities – cable/internet         | \$85,800           |
| Sidewalks                          | \$77,000           |
| 9th Ave. Water Extension           | \$40,000           |
| <hr/>                              |                    |
| Total infrastructure               | \$1,907,690        |
| <br>                               |                    |
| Professional Fees:                 |                    |
| City TIF fees                      | \$15,000           |
| Architect, Eng., Legal             | \$100,000          |
| <hr/>                              |                    |
| Total Fees                         | \$115,000          |
| <br>                               |                    |
| <b>TOTAL ESTIMATED TIF USES:</b>   | <b>\$2,529,190</b> |

\* The above "Uses" are preliminary estimates based on current pricing and are subject to change.

**SOURCES:**

**General Assumptions:** \*

|                   |                 |
|-------------------|-----------------|
| Base Value**:     | \$247,040       |
| Final Value***:   | \$16,962,600    |
| Tax Levy (2022):  | 1.889478        |
| TIF Indebtedness: | NTE \$2,525,000 |
| Interest Rate:    | NTE 6.50%       |

\* The above figures are based on assumed values and levy rates. Actual amounts and rates will vary from those assumptions, and it is understood that the actual TIF sources may vary materially from the projected amounts.

\*\* The base value is comprised of the current assessed value of the four lots making up the Project Site.

\*\*\* The final value is the aggregate total of all anticipated private improvements, in accordance with the following valuation estimates: 43 townhomes at a future valuation of \$248,000 per unit; 17 single-family residences at a future valuation of \$278,000 per unit; 12 multi-family units at a future valuation of \$106,250 per unit; and the storage space at \$32 per square foot.



## **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 (with respect to each phase and/or sub-phase). 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 TIF Revenues are 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 2022 levy rate. There has been no accounting for incremental growth over the TIF period.*

#### **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 will require the construction of public streets and sidewalks, via the extension of 9th Avenue/4th Street and 7th Avenue, along with the construction and/or extension of utilities to serve the residences on the lot. 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 will be filled and graded to provide for effective

surface water runoff. Redeveloper will construct and/or extend such other necessary infrastructure and utilities serving the residences, including water, sewer, electrical, gas and telecommunications. The foregoing shall include, without limitation, the extension of City water down 9th Ave, from its current endpoint north of the Project Site. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

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 new residences/residents will require and pay for City services. Additionally, the City will collect sales tax on a portion of the materials used for 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 is residential in nature and will not result in new or expanded business within the boundaries of the Project Site. However, additional housing for the City's workforce is needed to both attract and retain employers and employees. Accordingly, it is anticipated that the Redevelopment Project will have a positive impact on such employers and employees.

**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 construction of new housing resulting from the Redevelopment Project should attract new workforce talent to the City, as well as help retain the current workforce – benefitting both employees and employers throughout the City. 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 increase of population density within the Project Site may result in an increase in school-aged children within the related school districts. However, there is no indication that the schools within the district are unable to withstand an increase in enrollment proportionate to the

size of the Redevelopment Project. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF Indebtedness. However, the school district has received state aid to education in the past. Part of the school aid formula involves assessed valuation in the school district. The valuation that generates the TIF payments is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to the school district. As such, Redeveloper and the Agency do not anticipate a negative impact on school districts located within the boundaries of the area of the Redevelopment Project.

**6. Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

The Project Site is blighted and contains substandard conditions that are a detriment to the City as a whole. The Redevelopment Project will revitalize and occupy an underutilized and dilapidated area without negatively impacting the surrounding businesses, residents or straining the public infrastructure. There are no other material impacts determined by the Agency relevant to the consideration of the costs or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

2967286.4

7.D.1. Resolution No. R23-158 approving redevelopment plan.

**RESOLUTION NO. R23-158**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT PLAN ENTITLED "REDEVELOPMENT PLAN FOR THE RBACK ENTERPRISES REDEVELOPMENT PROJECT".

WHEREAS, 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 previously designated a portion of the City of Columbus, Nebraska, (the "City"), commonly referred to as the "Southeast Area", as blighted and substandard and in need of redevelopment under the terms of Nebraska Revised Statutes sections 18-2103(3) and (31) and section 18-2109; and

WHEREAS, it is contemplated that redevelopment of the Southeast Area 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 the Southeast Area will result in the elimination and prevention of blight and aligns with the purposes of the Community Development Law and the Comprehensive Plan of the City; and

WHEREAS, attached hereto as Exhibit "A" is a redevelopment plan for redevelopment within the Southeast Area (the "Redevelopment Plan"); and

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

WHEREAS, the Planning Commission of the City of Columbus, Nebraska, provided written findings on and recommended the Council's adoption and approval of the Redevelopment Plan on November 13, 2023; and

WHEREAS, on November 20, 2023, the Mayor and City Council held a duly noticed public hearing on the Redevelopment Plan; and

WHEREAS, after public hearing and review of the Redevelopment Plan, the Mayor and City Council determined that the Redevelopment Plan complies with the Comprehensive Plan of the City, and will result in the elimination and prevention of blight; and

WHEREAS, after public hearing and review of the Redevelopment Plan, the Mayor and City Council determined that the redevelopment set forth in the Redevelopment Plan

would not be economically feasible and would not occur without the use of tax-increment financing.

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" complies 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 any proceeds or revenue expected to be obtained by the City from disposal of property to a private entity are detailed in the Redevelopment Plan; that the Redevelopment Plan sets forth a satisfactory method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the redeveloper, which method of financing is, in part, the issuance by the Agency of its tax increment revenue bond to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance; and addresses any families or businesses currently residing within the redevelopment area which are currently expected to be displaced from such area.

(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 Council's adoption and approval of the Redevelopment Plan.

Section 4. The redevelopment 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 20TH DAY OF NOVEMBER, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:



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



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

## memorandum

DATE: November 14, 2023  
TO: Tara Vasicek, City Administrator  
FROM: Jean Van Iperen, Planning & Economic Development Coordinator  
RE: Redevelopment Plan for RBack Enterprises Redevelopment Project

### RECOMMENDATION:

Approval of the Redevelopment Plan for RBack Enterprises Redevelopment Project

### DISCUSSION:

The redevelopment plan details a proposed redevelopment project including the construction of housing consisting of 28 lots of which 27 are residential. A detailed description of the project is located on page 3, section D of the plan.

In order for the area to be used for the planned purpose, substantial improvements are required including all public infrastructure on streets extensions of 9<sup>th</sup> Avenue/4<sup>th</sup> Street and 7<sup>th</sup> Avenue, extension of water and sewer systems to the project site including extension of City water down 9<sup>th</sup> Avenue from its current endpoint north of the project site, and grading to provide effective drainage throughout the area. All of these improvements are detailed beginning on page 5, 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 \$1,907,690 of public street, water and sewer improvements are required for the project. The full list of TIF eligible expenses is detailed in Exhibit D.

The redeveloper, City and legal counsel have ensured the plan is in conformance with the City's comprehensive plan. An in-depth review is provided in section C page 1-2. The final plat and development plan were approved by the Planning Commission and the City Council in October 2023.

It has been determined 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.

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.

The redevelopment plan was approved for recommendation by the Columbus Planning Commission at the November 13, 2023 meeting.

---

ALTERNATIVE:

Do not approve.

Signature:

By: *Jean Van Iperen*

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

**REDEVELOPMENT PLAN FOR THE  
RBACK ENTERPRISES REDEVELOPMENT PROJECT**

**PREPARED OCTOBER, 2023**

**BY THE COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF COLUMBUS, NEBRASKA**

**A. Introduction**

This Redevelopment Plan for the Rback Enterprises 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, 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 City Council designated a portion of the City as a blighted and substandard community redevelopment area, such area being commonly referred to as “Redevelopment Area 8” a/k/a the “Southeast Area” (referred to herein as the “Redevelopment Area”). This Redevelopment Plan sets forth a redevelopment project proposed by Rback Enterprises, LLC (“Redeveloper”), 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 phased construction of a residential subdivision consisting of single-family homes, townhomes, attached multi-family rental units, and storage units, together with such public improvements associated therewith, within the Redevelopment Area (such public and private improvements are collectively referred to herein as the "Redevelopment Project").

**B. Redevelopment Area; Project Site; Existing Conditions**

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries of the Redevelopment Area. 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 east of the intersection of 4th Street and 10th Avenue, in the City. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

**C. 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 does not set forth a specific designation for future use of the Project Site. However, the area is presently utilized and zoned for residential use, so it is assumed the continuation of such use is/was desired with respect to future development. Accordingly, the anticipated uses associated with the Redevelopment Project conform to the desired use of the Project Site set forth in the Comprehensive Plan.

The Comprehensive Plan further sets forth the following objectives:

- Encourage a variety of housing types and sizes to accommodate the needs of existing and prospective residents. This includes, but is not limited to college students, single professionals, families, empty nesters, seniors, and those of varying economic ability.
- Encourage an economically diverse population through a variety of affordable housing ownership opportunities suitable and attractive to people at different stages in their life.
- Expand the opportunities for homeownership, especially for moderate income households.
- Incent the construction of a variety of housing types such as co-housing, duplexes, rowhouses, mixed-use buildings, and single family detached housing with accessory dwelling units.
- Ensure an adequate supply of housing at a variety of prices and rents by promoting new home ownership opportunities, improvement of the existing housing stock, responsible rental property ownership, and the development of compatible infill housing.
- Increase the compatibility of multi-family residential housing with single family detached residential districts within Columbus.

The Redevelopment Project will assist in carrying out such objectives. Accordingly, the Redevelopment Project is in conformance with and furthers the objectives set forth in the City's Comprehensive Plan.

#### **D. Redevelopment Project Overview**

The Redevelopment Project consists of the phased construction of single-family homes, townhomes, attached multi-family rental units, and storage units. Redeveloper currently owns the Project Site. Accordingly, no public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project. Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for the

Redevelopment Project (the “Site Plan”). The Site Plan is preliminary in nature and subject to change.

The Redevelopment Project will require infrastructure improvements and other public and private improvements which are not financially feasible to undertake at one time. Completing the Redevelopment Project in phases will allow Redeveloper to maximize the TIF resources available for public improvements, which will be necessary for the Redevelopment Project to succeed. Further, implementation of the Redevelopment Project in multiple phases will allow Redeveloper to construct the private improvements at a rate that the market can absorb and support, and to adapt subsequent phases of the Redevelopment Project to the changing needs of the City. The Agency and Redeveloper anticipate that Redeveloper will construct the Redevelopment Project in two phases, consisting of the following improvements:

“Phase One” is anticipated to consist of the construction of approximately 31 townhomes, 8 detached single-family residences, and 12 multi-family units (51 total residential units). Additionally, it is anticipated that Redeveloper will construct storage units as part of Phase One, consisting of approximately 9,300 square feet of storage space. The private improvements included as part of Phase One will occur on a portion of the Project Site, as depicted in the Site Plan (the “Phase One Area”). Notwithstanding the foregoing, the infrastructure improvements for the entire Redevelopment Project (i.e., both Phase One and Phase Two) will occur as part of Phase One. Such infrastructure improvements will include, without limitation, water line extension along 9th Ave.

“Phase Two” is anticipated to consist of the construction of approximately 12 townhomes and 9 detached single-family residences (21 total residential units). Phase Two will occur on a portion of the Project Site, as depicted in the Site Plan (the “Phase Two Area”).

With respect to the storage space/units constructed as part of Phase One, such units shall be rented to or utilized solely by the occupants of the adjacent multi-family units and/or townhomes (such that they constitute an ancillary residential use and not a commercial use). Under no circumstance shall the units be rented to, or utilized by, other third parties. The foregoing requirement shall be set forth in the “redevelopment contract” (as defined in the Act) entered into between Redeveloper and the Agency with respect to the Redevelopment Project, and the grant of TIF provided herein shall be conditioned upon Redeveloper’s (and its successors) compliance with the same.

Redeveloper and the City acknowledge that the exact nature of Phase Two, along with certain details associated therewith, is speculative at this time and may be subject to change

based upon market demand, cost variability, and other such extraneous factors that cannot be reasonably ascertained at this time. Accordingly, Redeveloper and the City anticipate that, once the exact scope of Phase Two is established, this Redevelopment Plan may be amended to update and incorporate certain details related thereto; and this Redevelopment Plan specifically contemplates and authorizes the same. Such changes/updates may be incorporated via an administrative amendment to this Redevelopment Plan, so long as the same does not constitute a substantial modification under Section 18-2115 of the Act. Provided the improvements constructed as part of Phase Two conform to the uses contemplated herein (i.e., single-family residences, townhomes, and multi-family units), modifications to the unit mix for Phase Two (from that provided above) shall not be considered a substantial modification of this Redevelopment Plan, unless otherwise determined as such in the discretion of the City.

As set forth in further detail under Paragraph H, below, it is anticipated that each phase may consist of multiple sub-phases based upon the rate at which Redeveloper constructs the private improvements. And while Redeveloper anticipates the Redevelopment Project will be constructed over the course of two phases, the Redevelopment Project requires flexibility and more or less phases, or sub-phases thereof, may be necessary as a result of market demand and other extraneous factors. Accordingly, this Redevelopment Plan contemplates and authorizes the reconfiguration of the phasing, as necessary, via an administrative amendment to this Redevelopment Plan, unless such changes constitute a substantial modification under Section 18-2115 of the Act.

**E. Existing Conditions**

**1. Existing Land Use**

The Project Site currently consists of approximately ten acres of vacant land. As part of the Redevelopment Project, Redeveloper demolished two unoccupied and dilapidated residences, along with a number of unused and dilapidated outbuildings.

**2. Existing Zoning**

The Project Site is currently zoned as R-1 (Single-Family Residential).

**3. Existing Public Improvements**

Access to the Project Site currently exists via a private drive from 10th Avenue. While limited infrastructure/utilities exist on the Project Site in relation to the prior residences thereon, the majority of Project Site is without paving, sewer, water, storm sewer, electrical service, public walks, and other necessary 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

Access to the Project Site currently exists via a private drive from 10th Avenue. As shown on the Site Plan, Redeveloper intends to maintain the private drive, and construct public access via the extension of 9th Avenue/4th Street and 7th Avenue. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns 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's engineer or other designee of the City.

b. Construction of Water and Sewer Improvements

Redeveloper will construct or extend water and sewer systems to provide appropriate service to the residences constructed on the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff. Without limiting the foregoing, Redeveloper will be required to extend City water down 9th Ave, from its current endpoint north of the Project Site.

c. Other Incidental Improvements

Currently, the Project Site is mostly undeveloped and will require 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 residences. Redeveloper also anticipates the construction of electric, gas and telecommunications utilities extending to the residences 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 is currently vacant. The Redevelopment Project is residential in nature, consisting of the development of approximately 43 townhomes, 17 single-family residences, and 12 multi-family rental units (approximately 72 residential units in total). As such, the Redevelopment Project will result in an increase in population density within the Project Site. Based upon census data related to household size, such density increase is estimated to be between 72 and 189 people.

g. Land Coverage

The Project Site currently consists of approximately ten acres of undeveloped land. The Redevelopment Project will consist of the construction of approximately 43 townhomes, 17 single-family residences, 12 multi-family rental units (approximately 72 residential units in total), along with approximately 9,300 square feet of storage space/units. The anticipated land coverage footprint for the Redevelopment Project is shown on the Site Plan. The Redevelopment Project is subject to and must comply with all applicable land coverage ratios required by the City.

h. Parking

The City's zoning ordinance requires two parking spaces per dwelling unit with respect to the single-family detached homes and townhomes. For multi-family units, the zoning ordinance requires two spaces for every unit with two bedrooms or more and 1.5 spaces for every one-bedroom unit. The Redevelopment Project is subject to and must comply with all such applicable parking requirements.

i. Zoning, Building Code and Ordinance

The Project Site is currently zoned as R-1 (Single-Family Residential). With respect to the single-family detached homes, an R-1 designation is appropriate and will remain as such on the associated lots. Redeveloper will rezone the remainder of the Project Site to a designation that permits the townhouse, multi-family and/or storage uses thereon. Redeveloper will be responsible for all such zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

**2. Private Improvements**

The private improvements constructed as part of the Redevelopment Project are anticipated to consist of approximately 43 townhomes, 17 single-family residences, 12 multi-family rental units, and approximately 9,300 square feet of storage space/units, in addition to the related facilities and improvements ancillary thereto. Redeveloper or other builders taking conveyance from Redeveloper will construct the private improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

**G. Project Costs**

The estimated cost of the Redevelopment Project is \$18,500,337. A breakdown of the foregoing costs is attached hereto and incorporated herein as Exhibit "D". The figures set forth therein are only estimates based upon 2023 pricing, and are subject to change without further amendment of this Redevelopment Plan.

**H. Implementation**

Redeveloper is unable to undertake the construction in Phase One of the Redevelopment Project without some assurance that Redeveloper can undertake the additional phase(s). According to Redeveloper, it could not complete the initial public improvements for Phase One but-for the approval of the entire Redevelopment Project and, likewise, the subsequent phase(s) of the Redevelopment Project would not occur but-for these initial public improvements. Accordingly, this Redevelopment Plan contemplates that the costs and expenses of all the public improvements for the Redevelopment Project are eligible TIF uses for each phase of the Redevelopment Project (as allocated). As such, Redeveloper may apply the TIF Revenues (defined below) generated from each phase of the Redevelopment Project toward the payment of the eligible expenses of the entire Redevelopment Project, as necessary, and provided there is no duplication of costs between phases.

Redeveloper anticipates that each phase will be completed over the course of one to two years. Each phase may be comprised of multiple sub-phases, with the private improvements constructed in a given calendar year constituting a sub-phase of the applicable phase. Redeveloper intends to commence construction on Phase One following approval of this Redevelopment Plan, and complete the same by the end of 2025. Redeveloper intends to commence Phase Two as soon as Phase One is completed.

The anticipated start dates and completion dates for the phases are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors. More or less phases and/or sub-phases spanning more or less time than the anticipated dates listed above may be necessary as a result of such extraneous conditions or factors. Notwithstanding the foregoing, it is the understanding of the City, the Agency and Redeveloper that construction of the entire Redevelopment Project will be completed no later than December 31, 2030, and shall consist of no more than seven sub-phases.

Upon the completion of each phase and/or sub-phase, Redeveloper will notify the Agency of the same in writing on a form prescribed by the Agency. Such notice shall set forth the "effective date" (as defined in the Act) for the pertinent phase/sub-phase and must be submitted to the Agency on or before June 30 of the year in which taxes are to be divided for such phase/sub-phase.

## **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 for each phase or sub-phase, as applicable, as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) 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 each phase and/or sub-phase of the Redevelopment Project will be established via the notifications from Redeveloper to the Agency referenced in Paragraph H, above, as shall be further detailed in the redevelopment contract for the Redevelopment Project. The Agency and Redeveloper anticipate that the effective dates will be different for each phase and/or sub-phase, and therefore the increment period for each phase and/or sub-phase, will be different.

Notwithstanding any provision herein to the contrary, all tax revenues resulting from improvements constructed/installed after the commencement of the first portion of each phase and/or sub-phase shall only be divided and allocated over the applicable 15-year increment period or payment of the TIF Indebtedness, 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, and would not do so, without the assistance of TIF. In support thereof, Redeveloper stated the following in its TIF application submitted to the City:

“Without TIF, the proposed project is not financially feasible and will not proceed. The significant infrastructure cost needed to develop this site into buildable lots makes this cost-prohibitive without the use of TIF. Divided-out evenly, TIF will reduce the development cost of each unit by approximately \$34,500. That additional per unit cost would make the lots simply unaffordable: for rental units, the additional cost would increase rent significantly to recover the costs, which prices the units out of a reasonable target market for rentals; and for sales, the additional \$34,500 in lot cost will make the homes too expensive for the market. Therefore, without TIF, the Applicant cannot develop the property.”

The City and Agency concur with the foregoing representations of Redeveloper. The high construction costs and unfavorable rate environment that developers currently face, the total lack of infrastructure within the Project Site, and the added costs related thereto, contribute to the Project Site’s blighted and substandard condition and the infeasibility of its development without the assistance of TIF. Accordingly, 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 \$2,525,000. The TIF Indebtedness shall bear interest at a rate not to exceed 6.50% 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.

Redeveloper anticipates that the balance of the public and private costs of the Redevelopment Project exceeding the TIF Indebtedness will be financed by a mix of equity, traditional bank financing, and other economic development funding (Rural Workforce Housing). 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 and Existing Land Use
- 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:

A 1 1

COLUMBUS NE  
AREA #8

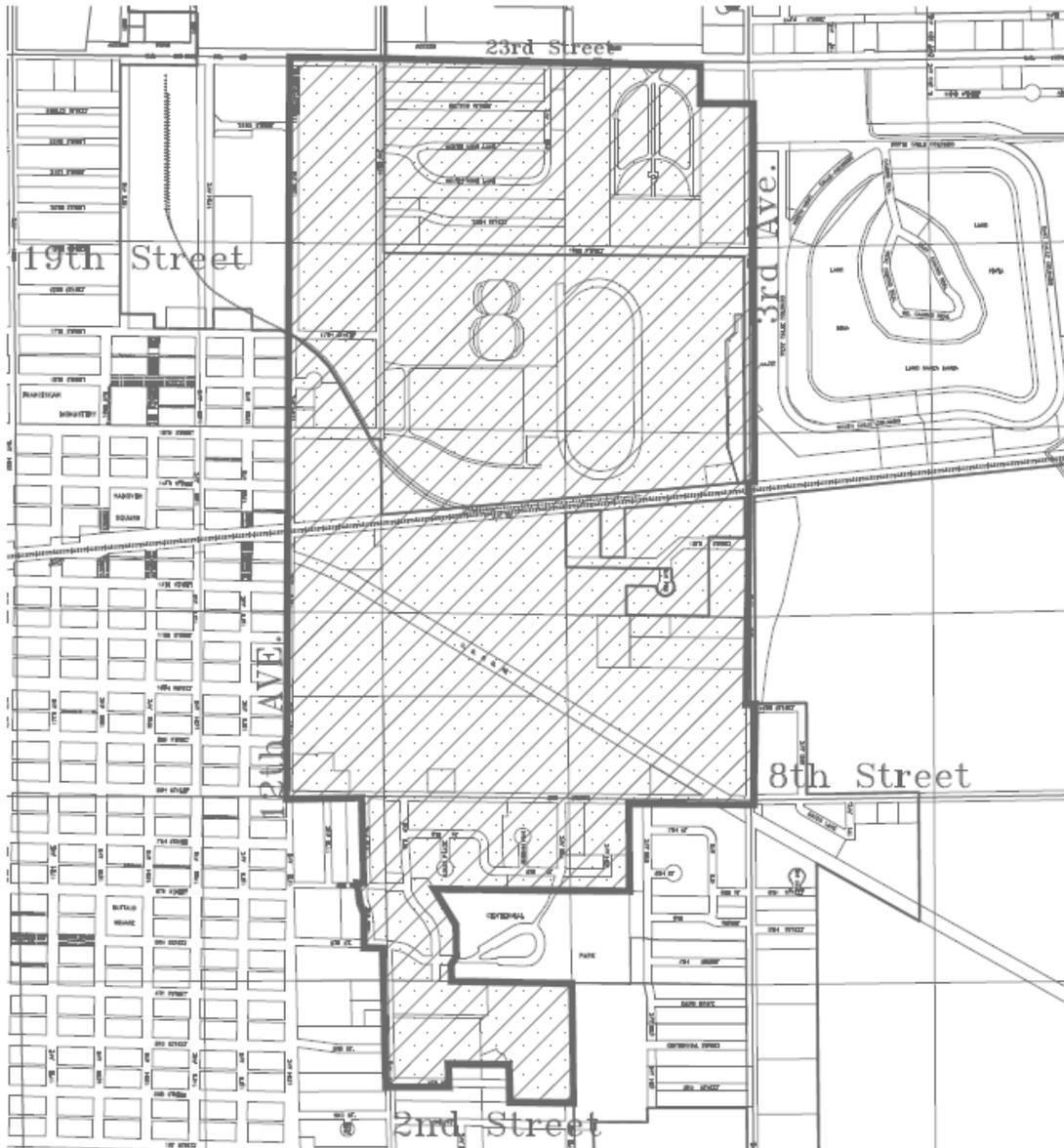


Exhibit "A"

Existing Conditions of Redevelopment Area and Surrounding Area:



Exhibit "A"

## EXHIBIT "A-1"

### Project Site and Existing Land Use

#### Legal Description:

##### Phase One Area:

**PARCEL 1:** That Part of Lot 4 of Kingswood Addition to the City of Columbus, Platte County, Nebraska, more particularly described as follows: Commencing at a point 264 feet South of the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, thence East 660 feet, thence South 132 feet, thence West 660 feet, thence North 132 feet to the place of beginning.

**PARCEL 2:** An undivided one-half interest in the following tract: Commencing at a point 3 chains and 44 feet South of the Northwest corner of the SW1/4 of the NE1/4 of said Section 29, thence South 22 feet, thence East 10 chains and 20 feet, thence North 22 feet, thence West 10 chains and 20 feet to the place of beginning, said land to be used for a roadway and for no other purpose; n/k/a Lot 3, Kingswood Addition. EXCEPT a portion of Lot 3, Kingswood Addition described as follows: A tract of land entirely within the SW1/4 of the NE1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska and bounded by a line described as follows Commencing at a point on the West line of said SW1/4 of the NE1/4 and a distance of 242 feet South of the NW Corner of said SW1/4 of the NE1/4, proceed East on a line parallel with the North line of said SW1/4 of the NE1/4 a distance of 183 feet to a point; thence South on a line parallel with the West line of said SW1/4 of the NE1/4 a distance of 13 feet to a point; thence Westerly a distance of 183 feet to a point on the West line of said SW1/4 of the NE1/4 and a distance of 15 feet South of the point of beginning, thence proceed North along said West line a distance of 15 feet to the point of beginning, but excepting therefrom the West 33 feet of said parcel, the excepted part being a public road bordering on the West Side.

**PARCEL 3:** Commencing at the Northeast corner of the SW1/4 of the NE1/4, Section 29, Township 17 North, Range 1 East of the 6th P.M., running thence West 9 chains and 10'; thence South 3 chains and 44'; thence West 10 chains and 56'; thence South 22'; thence East 10 chains; thence South 1 chain; thence East 10 chains; thence North 5 chains to the place of beginning; EXCEPT An undivided one-half interest in the following tract: Commencing at a point 3 chains and 44 feet South of the Northwest corner of the SW1/4 of the NE1/4 of said Section 29, thence South 22 feet, thence East 10 chains and 20 feet, thence North 22 feet, thence West 10 chains and 20 feet to the place of beginning, said land to be used for a roadway and for no other purpose; n/k/a Lot 3, Kingswood Addition. EXCEPT a portion of Lot 3, Kingswood Addition described as follows: A tract of land entirely within the SW1/4 of the NE1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska and bounded by a line described as follows Commencing at a point on the West line of said SW1/4 of the NE1/4 and a distance of 242 feet South of the NW Corner of said SW1/4 of the NE1/4, proceed East on a line parallel with the North line of said SW1/4 of the NE1/4 a distance of 183 feet to a point; thence South on a line parallel with the West line of said SW1/4 of the NE1/4 a distance of 13 feet to a point; thence Westerly a distance of 183 feet to a point on the West line of said SW1/4 of the NE1/4 and a distance of 15 feet South of the point of beginning, thence proceed North along said West line a distance of 15 feet to the point of beginning, but excepting therefrom the West 33 feet of said parcel, the excepted part being a public road bordering on the West Side.

##### Phase Two Area:

Lot 1 of Kingswood Addition to the City of Columbus, Platte County, Nebraska,  
EXCLUDING the west 142.5'.

\* In the event Redeveloper subdivides or replats the Project Site, 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 legal description.

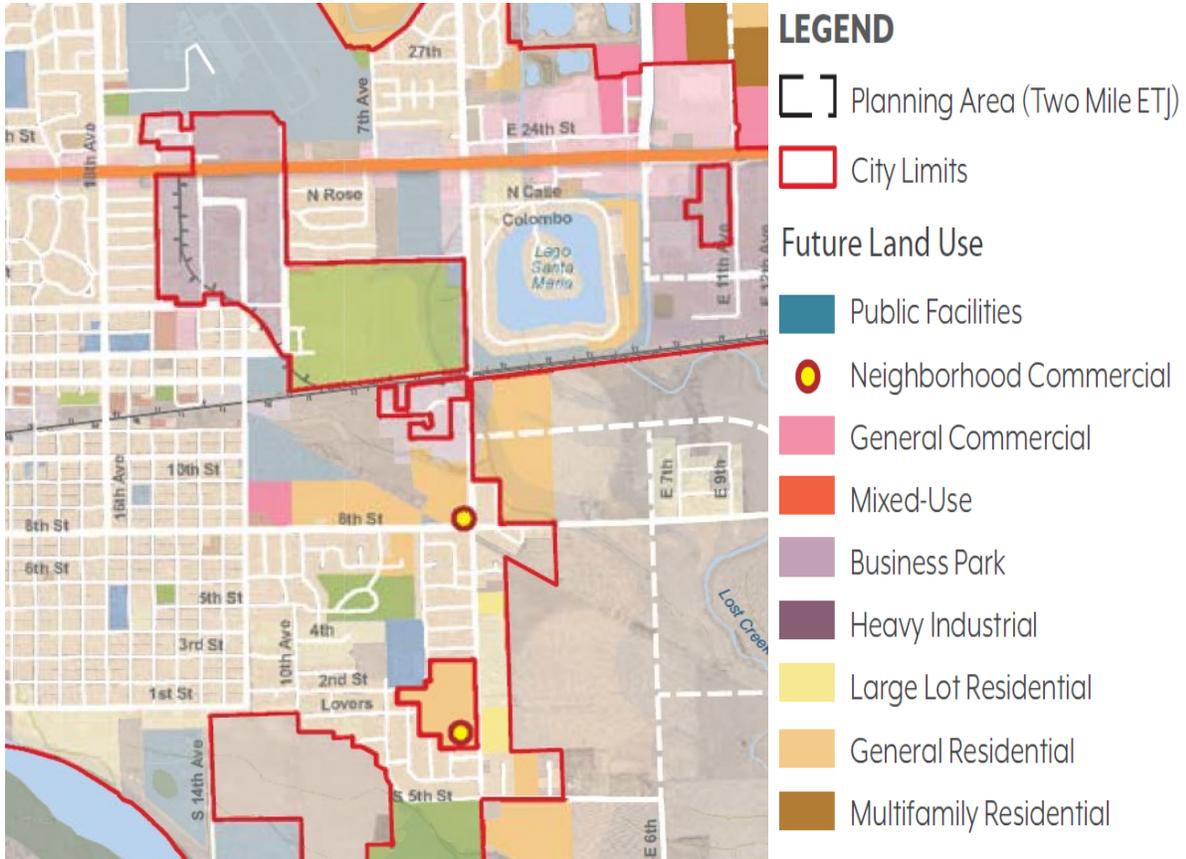
Depiction and Current Condition (outlined in red):



Exhibit "A-1"

# EXHIBIT "B"

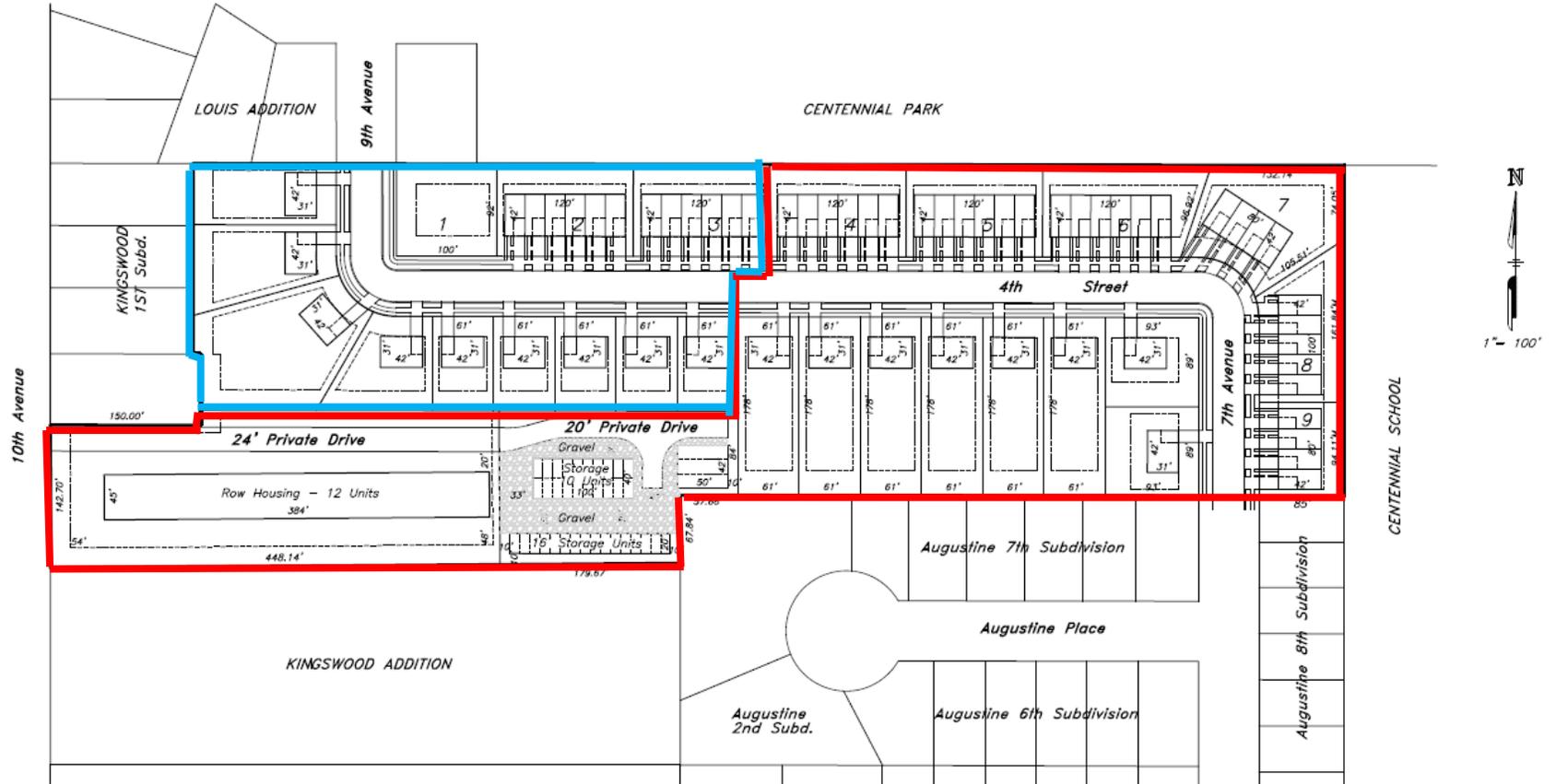
## Future Land Use Map



\* The Project Site is not designated for a particular future use.

# EXHIBIT "C"

## Site Plan and Future Land Use



- \* The above is a preliminary site plan and is subject to change.
- \*\* The Phase One Area is outlined in red, and the Phase Two Area is outlined in blue.

**EXHIBIT "D"**

**Estimate of Construction Costs**

|                                    |                     |
|------------------------------------|---------------------|
| Land Acquisition                   | \$391,000           |
| Demolition                         | \$115,500           |
| Site Development & Infrastructure  | \$1,907,690         |
| Building Cost                      | \$15,746,647        |
| Architectural and Engineering Fees | \$100,000           |
| Legal Fees                         | \$25,000            |
| Financing Costs                    | \$139,500           |
| Contingencies                      | \$75,000            |
| <b>Total</b>                       | <b>\$18,500,337</b> |

- \* 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 commencement of construction.

**EXHIBIT "E"**

**Sources and Uses of TIF**

**USES:\***

|                                    |                    |
|------------------------------------|--------------------|
| Site Acquisition:                  |                    |
| Phase One                          | \$191,000          |
| Phase Two                          | \$200,000          |
| <hr/>                              |                    |
| Total site acquisition             | \$391,000          |
| <br>                               |                    |
| Demolition or removal of existing: |                    |
| Buildings                          | \$38,500           |
| Structures                         | \$27,500           |
| Trees                              | \$49,500           |
| <hr/>                              |                    |
| Total demolition                   | \$115,500          |
| <br>                               |                    |
| Infrastructure:                    |                    |
| General site preparation           | \$93,500           |
| Streets                            | \$343,035          |
| Utilities – sanitary sewer, water  | \$968,055          |
| Utilities – electrical             | \$300,300          |
| Utilities – cable/internet         | \$85,800           |
| Sidewalks                          | \$77,000           |
| 9th Ave. Water Extension           | \$40,000           |
| <hr/>                              |                    |
| Total infrastructure               | \$1,907,690        |
| <br>                               |                    |
| Professional Fees:                 |                    |
| City TIF fees                      | \$15,000           |
| Architect, Eng., Legal             | \$100,000          |
| <hr/>                              |                    |
| Total Fees                         | \$115,000          |
| <br>                               |                    |
| <b>TOTAL ESTIMATED TIF USES:</b>   | <b>\$2,529,190</b> |

\* The above "Uses" are preliminary estimates based on current pricing and are subject to change.

**SOURCES:**

**General Assumptions:** \*

|                   |                 |
|-------------------|-----------------|
| Base Value**:     | \$247,040       |
| Final Value***:   | \$16,962,600    |
| Tax Levy (2022):  | 1.889478        |
| TIF Indebtedness: | NTE \$2,525,000 |
| Interest Rate:    | NTE 6.50%       |

\* The above figures are based on assumed values and levy rates. Actual amounts and rates will vary from those assumptions, and it is understood that the actual TIF sources may vary materially from the projected amounts.

\*\* The base value is comprised of the current assessed value of the four lots making up the Project Site.

\*\*\* The final value is the aggregate total of all anticipated private improvements, in accordance with the following valuation estimates: 43 townhomes at a future valuation of \$248,000 per unit; 17 single-family residences at a future valuation of \$278,000 per unit; 12 multi-family units at a future valuation of \$106,250 per unit; and the storage space at \$32 per square foot.



## **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 (with respect to each phase and/or sub-phase). 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 TIF Revenues are 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 2022 levy rate. There has been no accounting for incremental growth over the TIF period.*

#### **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 will require the construction of public streets and sidewalks, via the extension of 9th Avenue/4th Street and 7th Avenue, along with the construction and/or extension of utilities to serve the residences on the lot. 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 will be filled and graded to provide for effective

surface water runoff. Redeveloper will construct and/or extend such other necessary infrastructure and utilities serving the residences, including water, sewer, electrical, gas and telecommunications. The foregoing shall include, without limitation, the extension of City water down 9th Ave, from its current endpoint north of the Project Site. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

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 new residences/residents will require and pay for City services. Additionally, the City will collect sales tax on a portion of the materials used for 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 is residential in nature and will not result in new or expanded business within the boundaries of the Project Site. However, additional housing for the City's workforce is needed to both attract and retain employers and employees. Accordingly, it is anticipated that the Redevelopment Project will have a positive impact on such employers and employees.

**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 construction of new housing resulting from the Redevelopment Project should attract new workforce talent to the City, as well as help retain the current workforce – benefitting both employees and employers throughout the City. 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 increase of population density within the Project Site may result in an increase in school-aged children within the related school districts. However, there is no indication that the schools within the district are unable to withstand an increase in enrollment proportionate to the

size of the Redevelopment Project. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF Indebtedness. However, the school district has received state aid to education in the past. Part of the school aid formula involves assessed valuation in the school district. The valuation that generates the TIF payments is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to the school district. As such, Redeveloper and the Agency do not anticipate a negative impact on school districts located within the boundaries of the area of the Redevelopment Project.

**6. Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

The Project Site is blighted and contains substandard conditions that are a detriment to the City as a whole. The Redevelopment Project will revitalize and occupy an underutilized and dilapidated area without negatively impacting the surrounding businesses, residents or straining the public infrastructure. There are no other material impacts determined by the Agency relevant to the consideration of the costs or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

2967286.4

7.E. Public hearing - Application of 4J Capital 2 LLC for special use permit to allow one dwelling unit density per 1,276 square foot of site area in a "B-2" (General Commercial District) zone located on the west side of east 5th Avenue at 25th Street. (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 Monday, November 20, 2023, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application for a Special Use Permit to allow one dwelling unit density per 1,276 square foot of site area on the following described real estate in a "B-2" (General Commercial District) zone: Lots 34 and 35, Block A, The Village First Addition, to the City of Columbus located in the SE 1/4 of the SW 1/4 of Section 16, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, containing 1.76 acres more or less (west side of E 5th Ave at 25th St) and at said time and place you may appear and be heard.

City of Columbus, NE  
Janelle Kline, City Clerk

Publish: 11:09:23  
Two Affidavits of Publication

**CITY OF COLUMBUS  
MEMORANDUM**

---

**DATE:** November 1, 2023  
**FROM:** Andy Woehrer, Chief Building & Code Official  
**TO:** Tara Vasicek, City Administrator  
**RE:** Special Use Permit to allow 1,276 square feet of Site Area per housing unit in a B-2 zoning district.

**RECOMMENDATION:**

I recommend approval of the Special Use permit.

**DISCUSSION:**

We have received an application for a Special Use Permit to allow 1,276 square feet of lot area per dwelling unit, without the Special Use Permit, 2,000 square feet per dwelling unit would be required. The reduction in total lot area does not cause us any concerns with the current B-2 zoning and proposed layout.

**FISCAL IMPACT:**

None

**ALTERNATIVE:**

Deny the Special Use Permit

**SIGNATURE:**

By: Andy J. Woehrer

Approved By: 

# SPECIAL USE PERMIT APPLICATION

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

APPLICANT/PROPERTY OWNER NAME: 4J Capital 2, LLC, a Nebraska Limited Liability Company

APPLICANT MAILING ADDRESS: 2676 E 5th Avenue, Columbus, NE 68601

APPLICANT PHONE NUMBER: (402) 525-5757

APPLICANT EMAIL ADDRESS: jeff.heinrich@gmail.com

LEGAL REPRESENTATION FIRM/ATTORNEY: Cline Williams Wright Johnson & Oldfather, L.L.P.

ATTORNEY PHONE NUMBER: (402) 479-7151

ATTORNEY E-MAIL ADDRESS: awillis@clinewilliams.com

ADDRESS OF PROPERTY: west side of East 5th Avenue at 25th Street

LEGAL DESCRIPTION OF PROPERTY:  
SEE ATTACHED

PRESENT ZONING CLASSIFICATION: B-2

## DESCRIPTION OF THE REASON FOR THE SPECIAL USE PERMIT APPLICATION:

4J Capital 2 LLC is requesting a Special Use Permit to increase the development density to be similar to the density of the adjoining Flats on 5th development, which was also granted a special use permit. The new development is a total of 76,556 SF and 4J Capital 2 LLC is requesting to have a total of 60 units which brings our proposed ratio to 1,276 SF/unit.

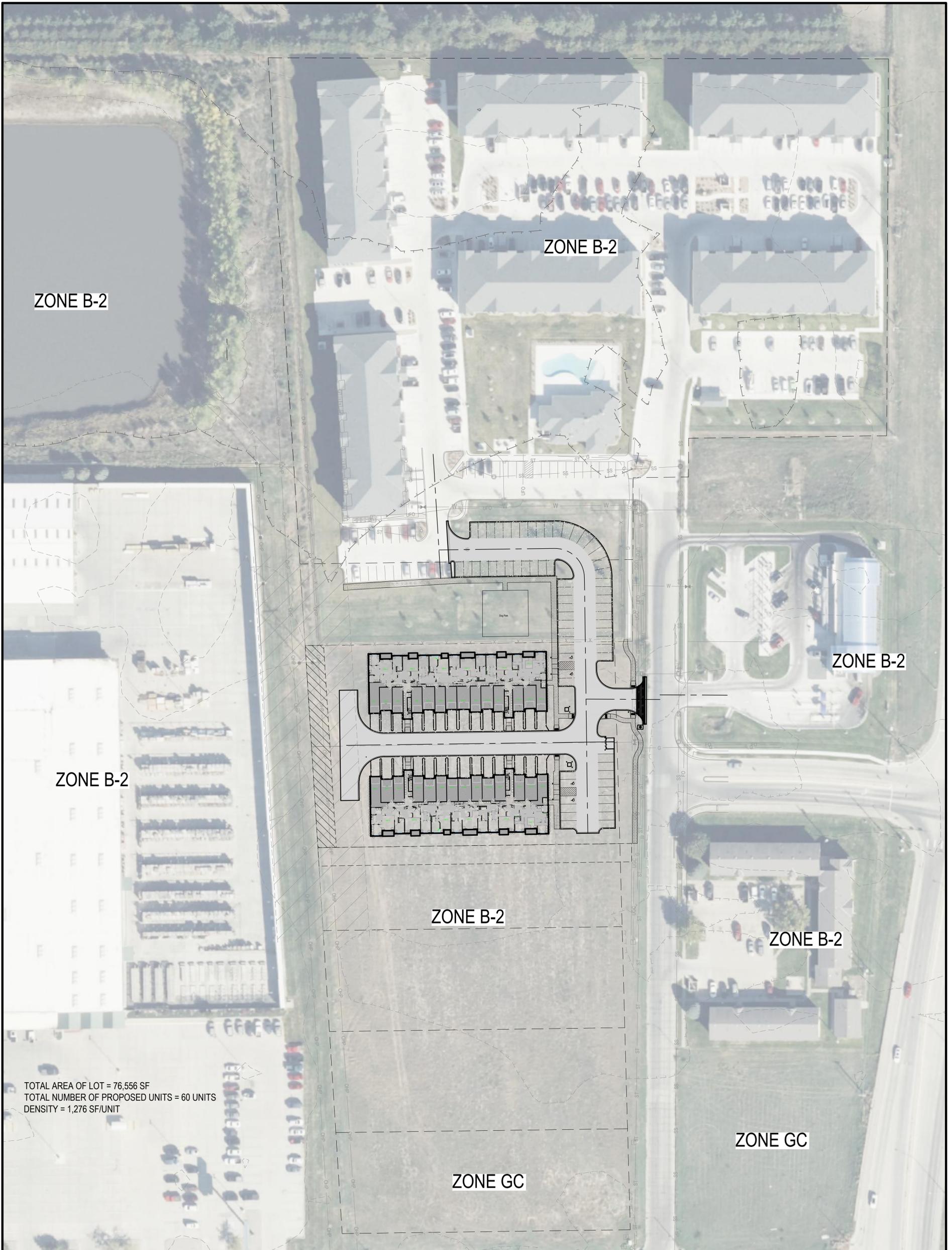
NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: (Include aerial image of proposed development on property and existing surrounding zoning classifications, any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use)  
SEE ATTACHED

I hereby apply for a Special Use Permit and have paid the \$500 application fee.

DATED THIS 23 DAY OF OCTOBER, 23



Owner or Owner's Representative



ZONE B-2

ZONE B-2

ZONE B-2

ZONE B-2

ZONE B-2

ZONE B-2

ZONE GC

ZONE GC

TOTAL AREA OF LOT = 76,556 SF  
 TOTAL NUMBER OF PROPOSED UNITS = 60 UNITS  
 DENSITY = 1,276 SF/UNIT

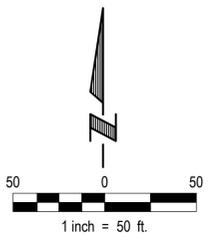
**LEGAL DESCRIPTION**

LOTS 34 AND 35, BLOCK A, THE VILLAGE FIRST ADDITION, AN ADDITION TO THE CITY OF COLUMBUS LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA.

SAID LOTS 34 AND 35, BLOCK A, THE VILLAGE FIRST ADDITION, CONTAIN A COMBINED TOTAL OF 76,641 SQUARE FEET OR 1.759 ACRES, MORE OR LESS.

**PROPERTY OWNER**

4J Capital 2, LLC, a Nebraska Limited Liability Company  
 2676 E 5th Avenue, Columbus, NE 68601  
 402.525.5757  
 jeff.heinrich@gmail.com



|              |              |
|--------------|--------------|
| Proj No:     | 2023.164.002 |
| Date:        | 10-23-2023   |
| Designed By: | KDH          |
| Drawn By:    | KDH          |
| Scale:       | 1" = 50'     |
| Sheet:       | 1 of 1       |

| Revisions |             |
|-----------|-------------|
| Date      | Description |
|           |             |

FLATS ON 5TH  
 SITE PLAN

THE FLATS SECOND ADDITION  
 LOT 1  
 COLUMBUS, NEBRASKA



**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154  
 Phone: 402.895.4700 • Fax: 402.895.3599  
 www.eacg.com  
 State of NE Certificate of Authorization #CA0008

7.E.1. Ordinance No. 23-20 approving special use permit.

**ORDINANCE NO. 23-20**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO ISSUE A SPECIAL USE PERMIT AS AUTHORIZED BY TABLE 4-3, ZONING DISTRICT REGULATIONS, TO ALLOW ONE DWELLING UNIT DENSITY PER 1,276 SQUARE FOOT OF LOT AREA ON THE FOLLOWING DESCRIBED REAL ESTATE IN A "B-2" (GENERAL COMMERCIAL DISTRICT) ZONE, TO WIT: LOTS 34 AND 35, BLOCK A, THE VILLAGE FIRST ADDITION, AN ADDITION TO THE CITY OF COLUMBUS LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA.; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska have been duly notified of the hearings called for the purpose of considering the issuance of a Special Use Permit, as authorized by Table 4-3, Zoning District Regulations, to increase the maximum allowable density to allow one dwelling unit per 1,276 square foot of lot area on the following described real estate, to-wit:

LOTS 34 AND 35, BLOCK A, THE VILLAGE FIRST ADDITION, AN ADDITION TO THE CITY OF COLUMBUS LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA. SAID LOTS 34 AND 35, BLOCK A, THE VILLAGE FIRST ADDITION, CONTAIN A COMBINED TOTAL OF 76,641 SQUARE FEET OR 1.759 ACRES, MORE OR LESS.

which is in a "B-2" (General Commercial District) zone; and

WHEREAS, the Planning Commission having held a public hearing thereon and having heard all persons appearing at such hearing and in consideration of the evidence and the premises, recommended the issuance of said Special Use Permit; and

WHEREAS, the Mayor and City Council having held a public hearing thereon and having heard all persons appearing at such hearing and in consideration of the evidence and the premises hereby find and determine that the issuance of said Special Use Permit will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Columbus, Nebraska:

Section 1. That a Special Use Permit has been issued pursuant to Table 4-3 of the Zoning District Regulations to allow one dwelling unit per 1,276 square foot of lot area on the following-described real estate, to-wit:

LOTS 34 AND 35, BLOCK A, THE VILLAGE FIRST ADDITION, AN ADDITION TO THE CITY OF COLUMBUS LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA. SAID LOTS 34 AND 35, BLOCK A, THE VILLAGE FIRST ADDITION, CONTAIN A COMBINED TOTAL OF 76,641 SQUARE FEET OR 1.759 ACRES, MORE OR LESS.

which is in a "B-2" (General Commercial District) zone.

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

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**8. PETITIONS AND COMMUNICATIONS - None**

**9. REPORTS OF CITY OFFICES - None**

**10. REPORTS OF COUNCIL COMMITTEES**

**10.A.PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - November 13, 2023**

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE  
November 13, 2023

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on November 13, 2023, at 4 p.m. in the Columbus Community Building, Community Room, 2500 14th Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on November 9, 2023, 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 Bahr 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, Brent Roth, Kat Lopez, and Ron Schilling. City staff members included City Administrator Tara Vasicek, Assistant City Clerk Kelli Keyes, and City Engineer Rick Bogus.
2. **Master plan for Centennial Park.** Bogus gave a brief overview of the master plan. Schilling stated he feels the plan should include additional parking on the north and south sides of the 5th Street entrance and upgraded lighting. Roth agreed that lighting should be a priority and the plan should also include buffer zones to protect neighboring homes from excess lighting and noise. Roth also had concerns with the number of entrances and Bogus explained that the current two entrances are the only options as the park is landlocked; however, signage could be improved to help identify the entrance locations. A recommendation was made to accept the master plan for Centennial Park with a motion by Roth and a second by Schilling. Bahr, Lopez, and Roth voted "Aye" and none voted "Nay".
3. **Adjournment:** The meeting adjourned at 4:16 p.m.

OFFICE OF THE CITY CLERK  
:Janelle Kline

10.A.1. Master plan for Centennial Park.

The City of **Columbus**

**RESPONSIBLE • RESPONSIVE • REPUTABLE**

Administration Office (402) 562-4232

Fax (402) 563-1380

**MEMORANDUM**

**DATE:** 11/08/2023

**FROM:** Betsy Eckhardt  
**TO:** Tara Vasicek, City Administrator  
**RE:** Centennial Park Master Plan

**RECOMMENDATION:**

Staff's recommendation is for the Public Property, Safety and Works Committee accept the Centennial Park Master Plan.

**DISCUSSION:** The Public Property, Safety and Works Committee tasked staff to write a master plan for Centennial Park. This is the final of that plan to be accepted.

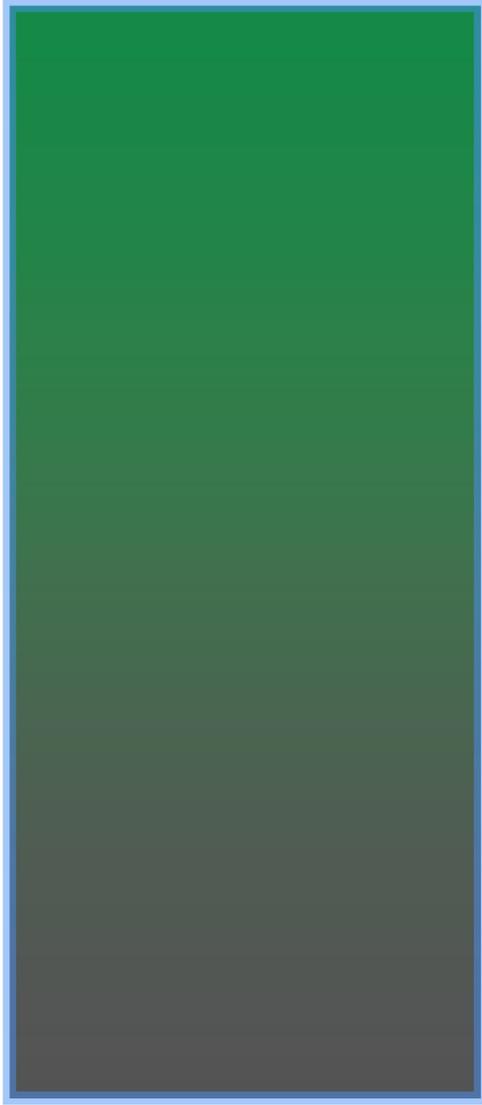
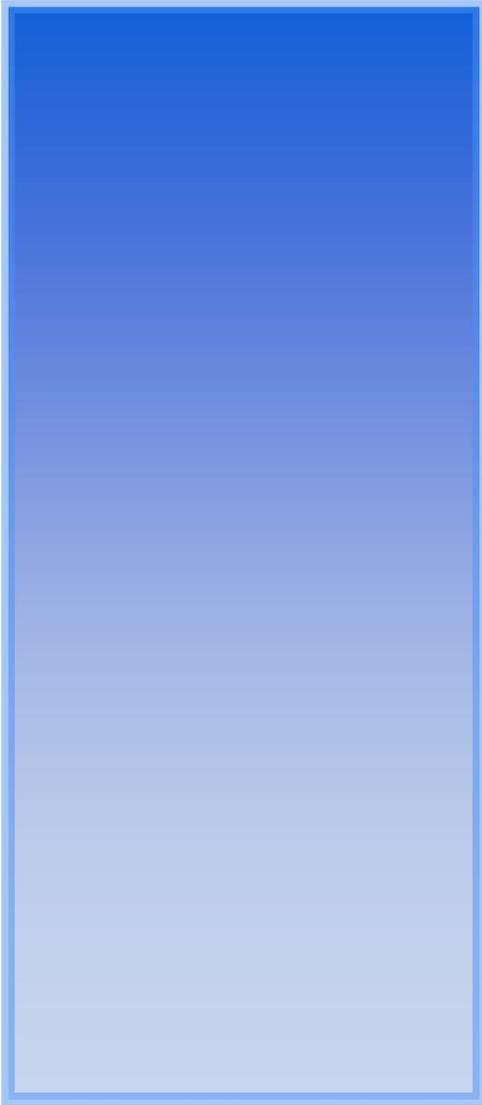
**FISCAL IMPACT:** None

**ALTERNATIVE:** None

**CONCURRENCE:** Richard Bogus, City Engineer

Approved By: Betsy Eckhardt  
Betsy Eckhardt, Park and Recreation Director

Approved By: Tara Vasicek  
Tara Vasicek, City Administrator



# CENTENNIAL PARK

PARK MASTER PLAN

COLUMBUS, NE

OCTOBER 31, 2023





# ACKNOWLEDGEMENTS

## **MAYOR + CITY COUNCIL**

James Bulkley  
Beth Augustine-Schulte  
Charlie Bahr  
Troy Hiemer  
Katherine Lopez  
Richard E. Jablonski  
Hope Freshour  
J Prent Roth  
Ron Schilling

## **CITY STAFF**

Tara Vasicek  
Betsy Eckhart  
Doug Moore  
Sydney Winger  
Rick Bogus  
Braden Labenz  
Jon Lovell  
Tom Ek  
Joe Krepel



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# **SECTION ONE**

## **INTRODUCTION**

# INTRODUCTION

## INTRODUCTION

As the City of Columbus continues to strive to offer the citizens beautiful, modern, and useful park amenities, it has shifted its attention to Centennial Park. Generating a long-range master plan for the continual improvements of Centennial Park to allow future generations to enjoy is at forefront of Columbus' park planning. For the purposes of this master plan, the document outlines the historical context and future potential of Centennial Park.

This report's intent is to aid in long-term planning and guiding for the future of Centennial Park improvements. With the plan established, the City of Columbus can use this plan as guidelines for future improvements. The suggested future developments strongly consider the community aspect, environmentally friendly features, and a wholistic view of Columbus' park systems. These improvements can be completed separately or simultaneously depending on community prioritization. Having the flexibility within the master plan allows for improvements to be categorized for future funding considerations.

## PROJECT APPROACH

City staff was tasked with completing this master plan of Centennial Park. Having the in-depth knowledge of park programming, operations, and a wholistic view of Columbus' park system has proven vital to the master planning process. To develop a future orientated park vision, the City of Columbus spent the past two (2) months collaborating with the community and experts on how to best serve the public's need at Centennial Park. The process included taking inventory of existing conditions, conducting in-person focus meetings, and a public survey. Material offered during the survey was presented to the public in both English and Spanish. Utilizing the public's input was essential to this master planning process.



**Concession, Restroom & Storage Area**  
The concept of the multi-purpose building is to offer a comprehensive solution by consolidating all essential indoor public facilities required to support the entire park area and facilitate recreational and tournament play, all within a single, strategically designed structure. This approach mirrors the success of similar structures at Bradshaw Park providing a proven model for efficient park management.



### Centennial Park Splash Pad

The Centennial Park splash pad will cater to families with various water attractions. It is one of only two such facilities in Columbus, the other being at Glur Park. This strategically placed amenity in Centennial Park will provide easy access for families in the area. Located near the playground and restrooms, it allows for continuous parental supervision of park users. This design consideration enhances safety and convenience.



# INTRODUCTION

---

## MASTER PLAN IDEAS

Once the information was gathered, the master plan started to take shape. Using ideas generated during the meetings and survey a comprehensive vision for the park started to take shape. Understanding the communities wants and needs were essential to the creation of this plan. Furthermore, comprehending the programming opportunities and future planning just as essential to the process. Having the foundational knowledge of Columbus' park systems allowed the master planning to take a wholistic view of the comments received from staff and community members to generate the best ideas for Centennial Park. Engaging users of the park by means of a survey gave citizens ample opportunities to give feedback on the specific plan. Specific comments provided greater insight into the ideas which were liked (or disliked) throughout the survey participants. The feedback garnered from engagement and staff expertise was used to refine the park plan into the final vision of this master plan.



### Centennial Park Overall Master Plan

1. Ballfield Investments (Fencing, Dugouts)
2. New Restroom, Concessions, and Maintenance Building
3. Roadway & Parking improvements
4. Added Sidewalks and Trails
5. Landscaping updates
6. Add Splash Pad
7. Added picnic structure close to splash pad and baseball park
8. Playground improvements adding inclusivity
9. Sports: Update tennis, archery, add soccer goals, and handball/racquetball area





# SECTION TWO

EXISTING PARK

# CENTENNIAL PARK EXISTING CONDITIONS



# CENTENNIAL PARK EXISTING CONDITIONS

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## CENTENNIAL PARK

No more than 30 years ago Centennial Park had cornfields adjacent to it. Columbus' rapid growth proved beneficial for the surrounding land giving way to residents to call this neighborhood home. With the influx in near by resident, come the need for more park amenities. Centennial is known for its three baseball fields, elliptical roadway, and miscellaneous sporting opportunities.



Centennial Park sits on a little under 20 acres of land. Providing a perfect neighborhood park for everyone to enjoy. Offering a multitude of recreational sporting events such as baseball, tennis, horseshoes, archery range, handball, and playground equipment makes Centennial Park a focal point of the area.

## STRENGTHS

Strategically located by 3<sup>rd</sup> avenue and 8<sup>th</sup> street gives easy access via car or bike for all citizens to enjoy. The Park houses a system of sidewalks creating walking paths for nearby residents and Centennial School. This gives the Centennial Park a big park personality with the feeling of a neighborhood park. Maintaining excellent baseball facilities generates revenue and enjoyable past-time for community members.

## CHALLENGES

Centennial Park benefits from its exceptional accessibility to surrounding roadways, resulting in high traffic flow and speeds. This strategic connectivity with local neighborhoods has, unfortunately, led to an unintended increase in through traffic within the park as drivers seek shortcuts.

While Centennial Park offers a wide range of recreational activities, setting it apart from other city parks, this diversity also presents challenges in terms of maintenance. Managing numerous facilities becomes intricate, demanding a careful balance to ensure consistently high-quality recreational opportunities.

Furthermore, the park's proximity to adjacent residential neighborhoods has given rise to tensions between residents and late-night or boisterous park users. Mitigating light and noise pollution has proven to be an ongoing challenge for both nearby homeowners and City staff.

# CENTENNIAL PARK EXISTING CONDITIONS

---

## OVERALL VISION STATEMENT

Rejuvenate Centennial Park into a vibrant, inclusive, and modern destination that caters to the diverse needs and desires of our community members. Enhance the park’s facilities and services to ensure a welcoming and safe environment for everyone. Accomplishing this by providing a modern concessions, restroom, and maintenance facility. Revitalize facilities to breathe life into under utilized recreational amenities. Improve parking and lighting for pedestrian safety while maintaining easy access for all users. All with the vision of transforming this park into a vibrant, inviting, and modern destination that unites our community and ensures its usage and safety for the future.

## PARK FACILITY CONDITIONS

The table and images below express current park facility conditions.

Condition Key: (E = Excellent) (A = Average) (NA = Needs Attention)

|    |                       |    |
|----|-----------------------|----|
| 1  | Baseball Fields       | A  |
| 2  | Dugouts               | A  |
| 3  | Viewing Stands        | E  |
| 4  | Field Sidewalks       | E  |
| 5  | Batting Cages         | NA |
| 6  | Concession Stands     | NA |
| 7  | Restrooms             | NA |
| 8  | Roadway & Parking Lot | NA |
| 9  | Tennis Courts         | NA |
| 10 | Horseshoes Pit        | NA |
| 11 | Archery Range         | A  |
| 12 | Handball Court        | A  |
| 13 | Playground            | NA |
| 14 | Picnic Structure      | E  |
| 15 | Park Lighting         | NA |

# CENTENNIAL PARK EXISTING CONDITIONS

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FIGURE 2.01 // EXISTING RAQUETBALL COURT



FIGURE 2.05 // EXISTING RESTROOMS



FIGURE 2.02 // EXISTING ARCHERY RANGE



FIGURE 2.06 // EXISTING PLAYGROUND



FIGURE 2.03 // EXISTING HORSE SHOE PITCHER'S BOX



FIGURE 2.07 // EXISTING PLAYGROUND SHELTER (WEST)



FIGURE 2.04 // EXISTING TENNIS COURT



FIGURE 2.08 // EXISTING CONCESSION BUILDING

# CENTENNIAL PARK EXISTING CONDITIONS

---



FIGURE 2.09 // EXISTING DUGOUT



FIGURE 2.11 // EXISTING BATTING CAGES



FIGURE 2.12 // EXISTING COVERED BLEACHERS



FIGURE 2.13 // EXISTING PARKING LOT

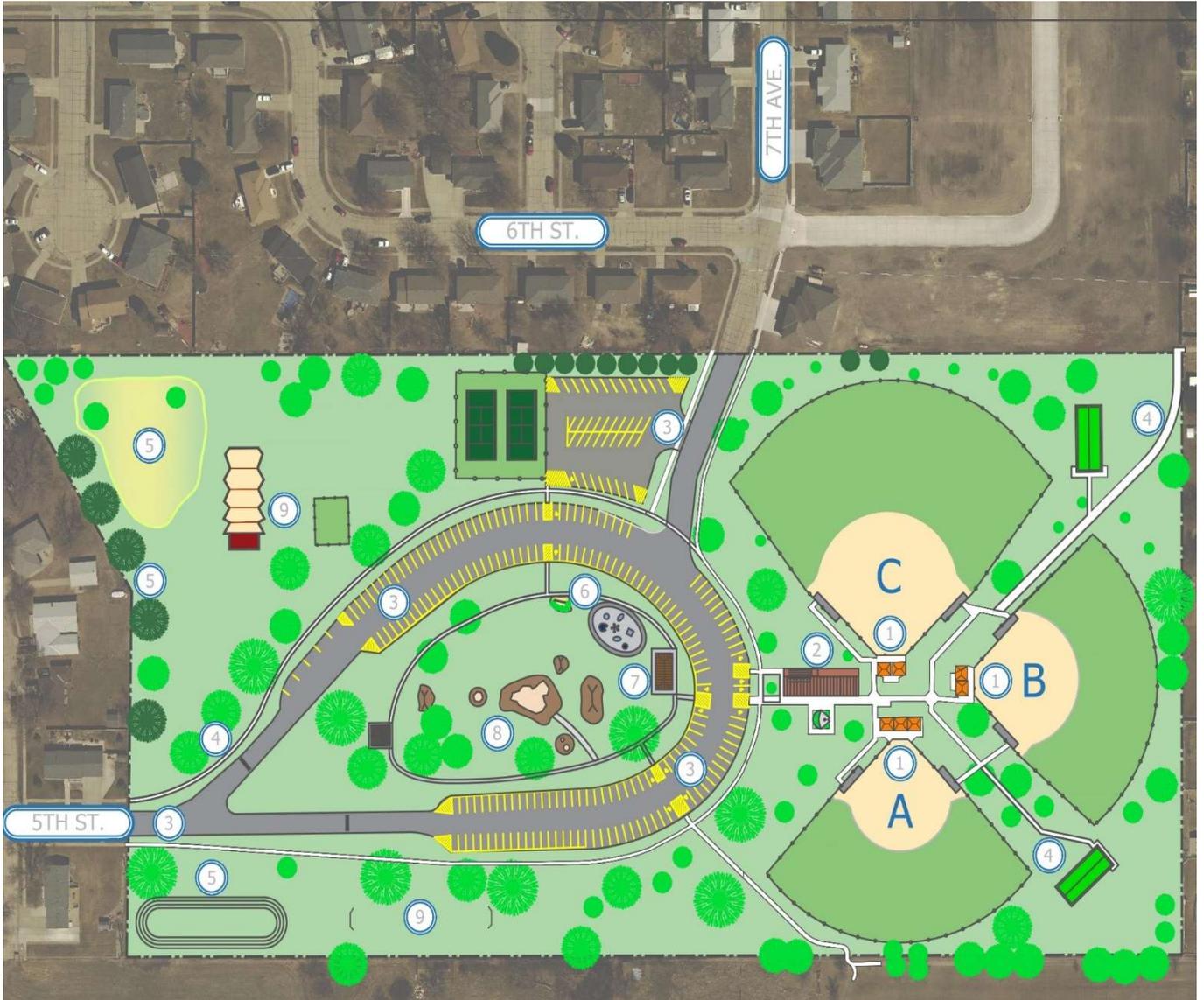
# **SECTION THREE**

**PARK MASTER PLAN**

# CENTENNIAL PARK MASTER PLAN

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# CENTENNIAL PARK MASTER PLAN

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1. Ballfield Improvements
  - a. Black Fencing
  - b. Updated Batting Cages
  - c. Dugouts and Benches
  - d. Warning Track
  - e. Lighting
2. Concession/Restroom/Maintenance
  - a. Patio Area
  - b. Storage
  - c. Added Technology for Security
  - d. Lighting
3. Roadways/Parking
  - a. Armor Coat Roadways
  - b. Mark and clearly identify Parking
  - c. Add parking
  - d. Clearly mark pedestrian crossings
4. Sidewalks/Trails
5. Landscaping
  - a. Add trees and native grass areas
6. Splash Pad
  - a. Sprinkler & Ground Features
  - b. Shade and seating
7. Picnic Structure
  - a. New Picnic Tables
8. Play Area Improvements
  - a. Shaded Play Areas
  - b. Paved access to play areas
  - c. Partial Rubber surfacing
  - d. Add Inclusivity Features
9. Sports
  - a. Update Tennis/Pickleball Courts
  - b. Update Lighting
  - c. Update Horseshoe pit to include cornhole or spike ball
  - d. Update Archery Range
  - e. Add Soccer Goals

# CENTENNIAL PARK MASTER PLAN

## BALLFIELD INVESTMENTS

The master plan renovations will bring about a remarkable transformation, elevating the baseball fields to provide an exceptional experience for both players and spectators. These fields stand as the central gathering point for the majority of park visitors year-round. While revitalizing the ballfields, several key elements are meticulously addressed.

In line with the field upgrades, the batting cage fencing will be thoughtfully updated, seamlessly aligning with the modernized fields. A comprehensive transformation of the ballfield sports lighting system will transform the park. With the introduction of cutting-edge LED fixtures, aim to strategically position them between the fields, optimizing field illumination and simultaneously mitigating light pollution in the neighboring residential areas.



# CENTENNIAL PARK MASTER PLAN

## RESTROOMS, CONCESSIONS, AND MAINTENANCE BUILDING

At the heart of Centennial Park lies a pivotal element in our development plan: the proposed multi-purpose building. This facility is designed to serve as the central hub for park amenities, including restrooms, concessions, and storage for maintenance equipment. Ensuring a streamlined and cohesive structure for Columbus's parks maintenance team is paramount to the efficient operation of community parks.

The concept of the multi-purpose building is to offer a comprehensive solution by consolidating all essential indoor public facilities required to support the entire park area and facilitate tournament play, all within a single, strategically designed structure. This approach mirrors the success of similar structures at Bradshaw Park and Frontier Park, providing a proven model for efficient park management.

The reorganization of existing restrooms and concessions not only enhances convenience but also opens up opportunities for landscape improvements, the introduction of low-maintenance trees, and the integration of architectural features. Additionally, the critical importance of well-planned lighting in this area to ensure the safety of pedestrians and the overall security of facilities.



3.6 Bathrooms



3.7 Concession/Storage



3.8 Patio Area

# CENTENNIAL PARK MASTER PLAN

## ROADWAY AND PARKING

The park's entry roads and parking areas are to undergo comprehensive transformation, featuring the installation of paved surfaces with curbs extending throughout the park's expanse. In alignment with the commitment to preserving Centennial Park's distinctive visual identity, the roadway layout will mirror the existing configuration, ensuring the park's signature image remains intact.

Moreover, the integration of paved roadways will seamlessly connect with the adjacent pavement at 7th Avenue and 5th Street, creating a harmonious transition in the surrounding area. To prioritize pedestrian safety, enhanced lighting is to be implemented to illuminate the driving surfaces, fostering a protective environment for park-goers.

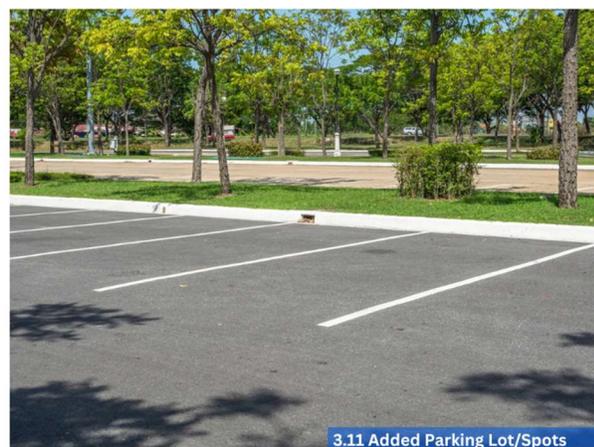
A careful evaluation of speed management measures, including the potential introduction of speed-reduction apparatuses like speed bumps, must be considered. These measures are intended to mitigate historical issues associated with traffic volume and excessive speeds that have posed challenges to the park's well-being in the past.



3.9 Updated Roadway



3.10 Pedestrian Crossings



3.11 Added Parking Lot/Spots

# CENTENNIAL PARK MASTER PLAN

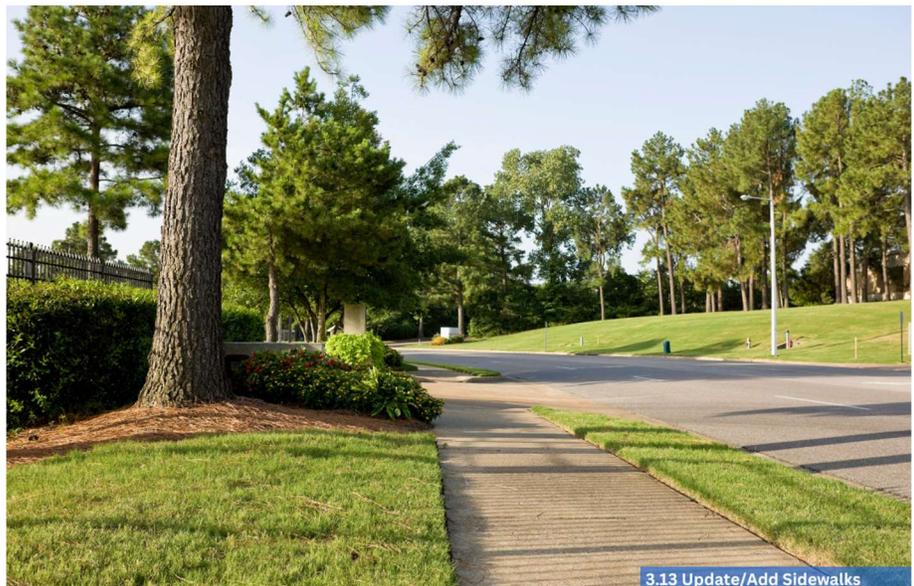
## SIDEWALKS AND TRAILS

Centennial Park's transformation prioritizes connectivity and accessibility through a network of paved pathways. While expanding snow removal needs, this approach reduces mowing demands, optimizing maintenance. The sidewalks ensure people of all ages and mobilities can enjoy the park's enhancements. An interior sidewalk system offers panoramic visibility of all park improvements, with resting benches for moments of reprieve.

Additionally, a cohesive trail system connects 8th Street and Centennial School, aligning with Columbus' master trail plan and enhancing accessibility for walkers and bikers, ultimately fostering a welcoming environment for all park enthusiasts.



3.12 Trail Connectivity



3.13 Update/Add Sidewalks

# CENTENNIAL PARK MASTER PLAN

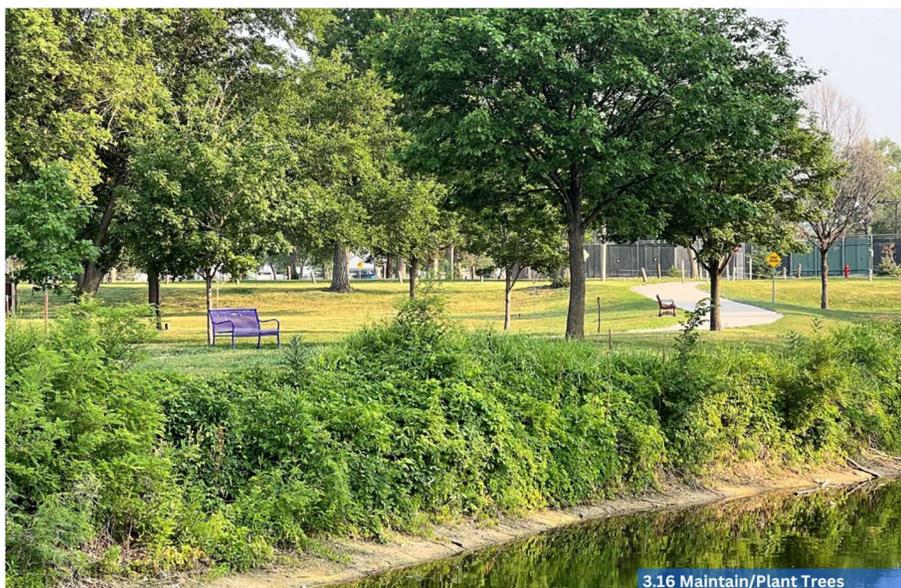
## LANDSCAPING

Commitment to creating a more environmentally sustainable park will be realized through extensive landscaping and the reintroduction of native grasses, forming the bedrock of the park's transformation. This approach not only aligns with environmental goals but also significantly reduces the need for frequent maintenance across the park's expansive 20 acres.

The strategic planting of new trees around the border of the park and parking lot will enhance the park's overall aesthetics. The master plan emphasizes preserving existing natural features, including mature trees and plantings that contribute to the park's unique character.

We will also be adding a drainage area so that stormwater drains correctly and efficiently in Centennial Park.

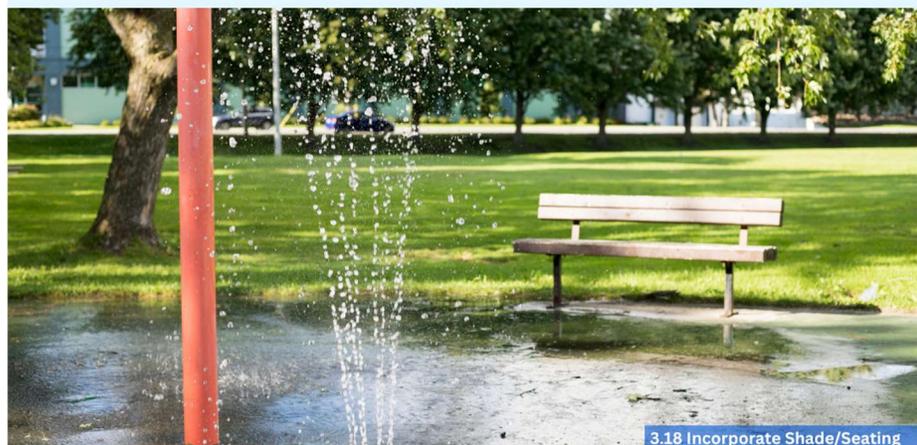
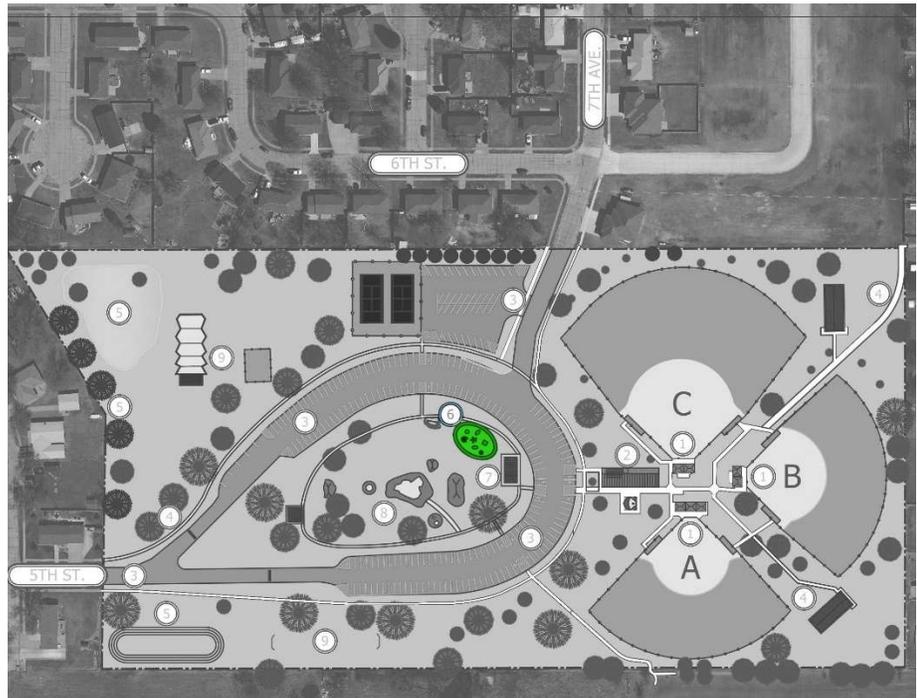
Furthermore, additional landscaping will act as a natural barrier, effectively reducing noise and light pollution for neighboring homes, ensuring a more eco-friendly park environment.



# CENTENNIAL PARK MASTER PLAN

## SPLASH PAD

The Centennial Park splash pad caters to families with various water attractions. It is one of only two such facilities in Columbus, the other being at Glur Park, and has gained popularity since its construction. This strategically placed amenity in Centennial Park provides easy access for families in the area. Located near the playground and restrooms, it allows for continuous parental supervision of park users. This design consideration enhances safety and convenience. Overall, Centennial Park's splash pad is a valuable addition for families in the region, offering recreation and leisure opportunities.



# CENTENNIAL PARK MASTER PLAN

## PICNIC STRUCTURE

The picnic structure focuses on the essential community aspect of Centennial Park. Featuring a pitched metal roof, covered rafters, permanent picnic tables able to seat around 40 people, paved parking nearby, lighting, and connection to the sidewalk system. Centrally located between the splash pad and playground area, families can enjoy the park amenities while staying cool in the shade.



# CENTENNIAL PARK MASTER PLAN

## PLAY AREA IMPROVEMENTS

The destination playground features intriguing play pieces serving a wide and diverse set of users. Inclusivity is the focus of the improvements. Providing access via sidewalks and ramps, the playground is ADA accessible. Additionally, located near the restrooms, sheltered picnic structure, and splash pad. Adding benches and tables around the exterior of the play area for ease of viewing and lounging.



3.21 Inclusive Play Pieces



3.22 Partial Rubber Surfacing



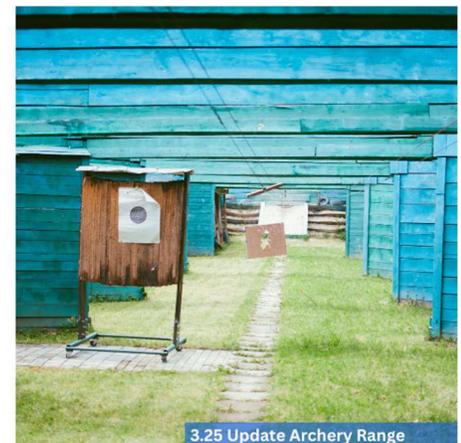
3.23 Shade Coverings

# CENTENNIAL PARK MASTER PLAN

## SPORTS

The sports area improvements encompass multi-purpose courts, a horseshoe pit, an archery range structure, and the addition of soccer goals. Upgrades to the tennis courts, along with enhanced lighting, transform the space into a versatile facility, accommodating various sports. Repainting the tennis courts to include tennis, pickleball, and basketball further enhances their utility.

Adjustments to the horseshoe pits open the door to potential alternative gaming activities, such as cornhole or spike ball facilities. The archery range upgrades introduce new netting, a backstop, fresh paint, and improved lighting. These improvements collectively elevate the sports areas at Centennial Park, fostering a more diverse and engaging recreational environment.



# **SECTION FOUR**

## **PRIORITIZATION**

## Priority A: High Priority

### Concession Stand Area

- Patio area
- Storage
- Added technology for security
- Lighting

### Splash Pad

- Sprinkler & ground features
- Shade and seating

### Roadways/Parking

- Armor coat roadways
- Mark and clearly identify parking
- Add parking
- Clearly mark pedestrian crossings

### New Picnic Area

- Shaded picnic shelter
- New picnic tables



## Priority B: Moderate Priority

### Ballfield Improvements

- Black fencing
- Updated batting cages
- Dugouts and benches
- Warning track
- Lighting

### Sidewalks/Trails

- Park connectivity
- ADA upgrades to access facilities



## Priority C: Low Priority

### Sports

- update tennis/pickleball courts
- Update lighting
- Update horseshoe pit to include cornhole or spike ball
- Update archery range
- Add soccer goals

### Playground Improvements

- Shaded play areas
- Paved access to play areas
- Partial rubber surfacing
- Add inclusivity features

### Landscaping

- Native planting
- Incorporate native grasses
- Maintain and plant trees



# SECTION FIVE

APPENDIX



## Centennial Park Master Plan



First Concepts  
Take the survey today!

# APPENDIX

---

## Staff Roles and Responsibilities

Be an advocate for the plan

Represent the greater community and their input.

Provide feedback to the team on opportunities, challenges and goals.

Review draft materials and provide input.

Engage in the discussion of ideas and vision for the future of Centennial Park.

Attend meetings when presented and needed

## Project Study Area



# APPENDIX

## Existing Conditions and Site Analysis



# APPENDIX

## Visioning & Park Planning

### Strengths

- Location next to school and neighborhoods
- Hosts all recreational youth baseball
- Good space
- Multiple uses
- Well maintained
- Source of income
- Heavily used

### Weaknesses

- Outdated amenities
- Drainage needs addressed
- Roadways are bad
- Parking needs defined and added
- Heavily used

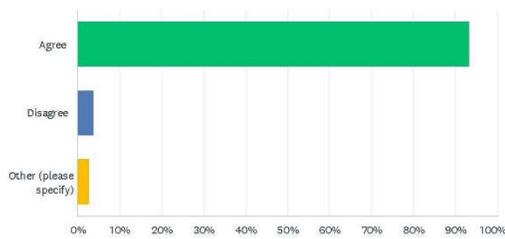
### Program Elements within the park

- Recreational youth baseball league
- Day camps
- Picnics

## Online Survey Results

Q1 Do you agree with the current proposed location and concept for the Concession, Bathroom and Maintenance building?

Answered: 336 Skipped: 1



| ANSWER CHOICES         | RESPONSES | COUNT |
|------------------------|-----------|-------|
| Agree                  | 93.45%    | 314   |
| Disagree               | 3.87%     | 13    |
| Other (please specify) | 2.68%     | 9     |
| TOTAL                  |           | 336   |

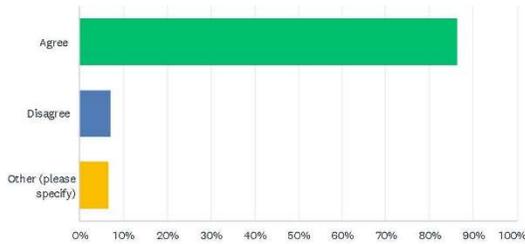


# APPENDIX

## Online Survey Results Continued

Q2 Do you agree with the current proposed location and concept of the Centennial Park Splash Pad?

Answered: 336 Skipped: 1

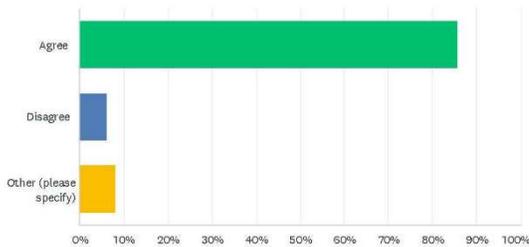


| ANSWER CHOICES         | RESPONSES  |
|------------------------|------------|
| Agree                  | 86.31% 290 |
| Disagree               | 7.14% 24   |
| Other (please specify) | 6.55% 22   |
| TOTAL                  | 336        |



Q3 Do you agree with the overall concepts for the Centennial Park Master Plan?

Answered: 335 Skipped: 2



| ANSWER CHOICES         | RESPONSES  |
|------------------------|------------|
| Agree                  | 85.67% 287 |
| Disagree               | 6.27% 21   |
| Other (please specify) | 8.06% 27   |
| TOTAL                  | 335        |





COLUMBUS

Parks and Recreation



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

12. **REPORTS ON LEGISLATION - None**

13. **NEW BUSINESS**

13.A.Appointment of Christian Jones as firefighter/EMT/paramedic/hazmat tech.



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

## MEMORANDUM

**DATE:** November 8, 2023  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the name of **Christian Jones** for conditional appointment to the position of Firefighter/EMT/Paramedic/Hazmat Tech, subject to successful completion of all pre-employment requirements. Per Council Rules, the two week waiting period is waived for an appointment of paid firefighter. Mr. Jones was certified for Firefighter/EMT/Paramedic/Hazmat Tech by the Civil Service Commission at their meeting held July 17, 2023.

Christian Jones is a graduate of Mount Michael High School in Elkhorn, NE, and has a Bachelor of Science in Accounting from Nebraska Wesleyan University. He currently lives in Omaha. Christian holds certifications in Firefighter I, Firefighter II, Hazmat Operations, Emergency Vehicle Operations, and is a Nationally Registered EMT.

Christian has been an active member of Boys Town Fire and Rescue since 2019. He is currently employed in accounting.

  
James B. Bulkley, Mayor

13.B. Appointment of Logan Bronson to Board of Airport Commissioners for three-year term.



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

## MEMORANDUM

**DATE:** November 6, 2023  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the following name to you for appointment at the November 20, 2023, City Council meeting, per City Council rules.

**COLUMBUS BOARD OF AIRPORT COMMISSIONERS: (Three-Year term)**

**Logan Bronson, 3494 23rd Avenue, Columbus, NE**

Logan Bronson is a resident of the City of Columbus, and is a co-owner of Re/Max Total Realty. He has been working in Columbus real estate for the last 8 years. Prior to selling real estate, Logan served as a police officer for the City of Columbus from 2008 to 2016.

Logan and his wife, Jennifer, have two children – Brooke and Bradley. They are active members of Trinity Lutheran Church where Logan is serving on the Endowment Board.

Logan looks forward to continuing his service for the City of Columbus in this capacity.

  
James B. Bulkley, Mayor

13.C. Quote from Foreman Lumber in the amount of \$34,250 for roof replacement on east and west shelters at Pawnee Park. CIP#24-15

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

**MEMORANDUM**

**DATE:** 11/9/2023  
**FROM:** Betsy Eckhardt  
**TO:** Mayor and City Council  
**RE:** Replace roofs at Pawnee Park Shelters

**RECOMMENDATION:** Staff recommends that the City Council approves the Foreman Lumber total bid price of \$34,250.00 for the replacement of the roofs on the east and west shelters at Pawnee Park.

**DISCUSSION:** The roofs at both east and west Pawnee Park shelters are in poor shape and need repaired. Both of these shelters are a source of revenue for the Park and Recreation Department so it is important to have them well maintained.

**FISCAL IMPACT:** This is a budgeted item with CIP # 100-150-57200-24015 in the amount of \$40,000.

**ALTERNATIVE:** None

**CONCURRENCE:** Tom Ek, Park Department Superintendent

**SIGNATURE:**

Approved By: Betsy Eckhardt  
Betsy Eckhardt, Park and Recreation Director

Approved By: Tara Vasicek  
Tara Vasicek, City Administrator



**Attn: Tom Ek**

**Address: Pawnee Park**

**Job: City of Columbus East and West Pawnee Park Shelters**

**Date: 2-28-2023**

**Includes Material and Labor for the following:**

**East Shelter**

- Tear off existing shingles
- New synthetic wrap and ice/water shield
- Install fascia and gutter apron
- New 29-gauge metal on the roof with 28-gauge trims
- Does not include new gutters
- Disposal of all waste materials

**Total price of the roof is \$10,415.00.**

**West Shelter**

- Tear off existing shingles
- New synthetic wrap and ice/water shield
- Install fascia and gutter apron
- New 29-gauge metal on the roof with 28-gauge trims
- Does not include new gutters
- Disposal of all waste materials

**Total price of the roof is \$23,835.00.**

**Let me know if you have any questions.**

**Thank you,**

**Benjamin A. Foreman**

**W: 402-564-2775**

**F: 402-564-2776**

**C: 402-910-1538**

**E: [ben@foremanlumber.com](mailto:ben@foremanlumber.com)**

## **Eckhardt, Betsy**

---

**From:** Ben Foreman <ben@foremanlumber.com>  
**Sent:** Thursday, November 9, 2023 2:19 PM  
**To:** Eckhardt, Betsy  
**Subject:** FW: Scanned image from Front Desk  
**Attachments:** tori@foremanlumber.com\_20231109\_141356.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is SAFE.

Betsy,

See attachment. We will honor the pricing Let me know if you need anything else

Thank you

Benjamin A Foreman  
Foreman Lumber Inc  
O: 402-564-2775  
C: 402-910-1538  
ben@foremanlumber.com

-----Original Message-----

**From:** Tori <tori@foremanlumber.com>  
**Sent:** Thursday, November 9, 2023 1:14 PM  
**To:** Ben Foreman <ben@foremanlumber.com>  
**Subject:** Scanned image from Front Desk

Reply to: tori@foremanlumber.com <tori@foremanlumber.com> Device Name: Front Desk Device Model: BP-70M31  
Location: Foreman Lumber

File Format: PDF MMR(G4)  
Resolution: 600dpi x 600dpi

Attached file is scanned image in PDF format.

## ESTIMATE

**CUSTOMER**

NAME *City of Columbus (Parks Dept.)*  
 ADDRESS *2500 14th Street, Suite 3*  
 CITY *Columbus* STATE *NE* ZIP *68601*  
 ATTENTION *Betsy Eckhardt*

**MISC**

DATE *10/27/2023*  
 ESTIMATE NO. \_\_\_\_\_  
 REVISION \_\_\_\_\_  
 CONTACT *Troy H*

| DESCRIPTION                                                      | COST                |
|------------------------------------------------------------------|---------------------|
| <b>Re-Roof Pawnee Park East &amp; West Shelters.....</b>         |                     |
| <i><b>East Shelter</b></i>                                       | \$ 14,042.00        |
| <i>Tear off existing shingles and dispose of</i>                 |                     |
| <i>Provide New ice/water shield wrap</i>                         |                     |
| <i>Provide &amp; install new fascia and gutter apron</i>         |                     |
| <i>Provide &amp; install new 29Ga metal roof with 26Ga trims</i> |                     |
| <i>Gutters NOT included</i>                                      |                     |
| <i><b>West Shelter</b></i>                                       | \$ 41,890.00        |
| <i>Tear off existing shingles and dispose of</i>                 |                     |
| <i>Provide New ice/water shield wrap</i>                         |                     |
| <i>Provide &amp; install new fascia and gutter apron</i>         |                     |
| <i>Provide &amp; install new 29Ga metal roof with 26Ga trims</i> |                     |
| <i>Gutters NOT included</i>                                      |                     |
| <br><i>Please let me know if you have any questions.</i>         |                     |
| <br><i>Thank You!</i>                                            |                     |
| <b>TOTAL</b>                                                     | <b>\$ 55,932.00</b> |

PAYMENT TERMS: Costs to be invoiced at end of month. Net 15 days.

NOTE: This estimate is good for 30 days. Please contact us for an updated price after that time. This is an estimate, not a contract. This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started.

Bierman Contracting, Inc  
*October 27, 2023*  
 \_\_\_\_\_  
 Date

Acceptance by Customer  
 \_\_\_\_\_  
 Date



2154 E. 32<sup>nd</sup> Avenue | Columbus, NE 68601  
Phone: 402.564.1225 | Fax: 402.564.9999

October 19, 2023

City of Columbus, NE  
2500 14<sup>th</sup> Street, Suite 3  
Columbus, NE 68601  
Betsy Eckhardt

RE: Pawnee Park Picnic Shelter Roofs

BD-Construction, Inc. is pleased present our proposal for the re-roofing of two picnic shelters at Pawnee Park. Our proposal is based off the following scope of work and clarifications:

**Description of Work:**

**West Picnic Shelter:**

- West Picnic Shelter 48' x 115'
- 4.5 / 12 Roof Pitch
- Removal and disposal of existing asphalt shingles, roofing underlayment, edge metals, nails
- Install self adhering Ice & Water Shield roofing underlayment over existing plywood roof deck
- Install Behlen ADP-1 26 GA. Metal Roof Panels (Evergreen Color) over roof deck
- Install Evergreen low eave, hip and ridge trims
- Clean up and removal upon completion

**East Picnic Shelter:**

- West Picnic Shelter 33' x 67'
- 6 / 12 Roof Pitch
- Removal and disposal of existing asphalt shingles, roofing underlayment, edge metals, nails
- Install self adhering Ice & Water Shield roofing underlayment over existing plywood roof deck
- Install Behlen ADP-1 26 GA. Metal Roof Panels (Evergreen Color) over roof deck
- Install Evergreen low eave, hip and ridge trims
- Clean up and removal upon completion

**Not Included:**

- Gutters or downspouts
- New plywood roof deck, Soft spot in plywood will be replaced on a T&M basis if encountered

**Total Bid Amount- \$96,285**

Submitted By,

Bryan L. Kearney  
Project Manager  
B-D Construction, Inc.

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

14. **RESOLUTIONS**

14.A. Resolution No. R23-159 approving settlement and mutual release agreement with Beth A. French in the amount \$22,500 for water damages at Park Plaza.

**RESOLUTION NO. R23-159**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE SETTLEMENT AND MUTUAL RELEASE AGREEMENT WITH BETH A. FRENCH, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, on or about November 10, 2021, Beth A. French filed a Complaint against Columbus in the District Court of Platte County, Case No. CI 21-522, alleging negligence by Columbus (the "Lawsuit") in relation to a water service line leak at the commercial real estate building owned by French and located at 1354 27<sup>th</sup> Avenue, Columbus, Nebraska 68601; and

WHEREAS, the City turn this claim and lawsuit over to its insurance provider who has handled the litigation; and

WHEREAS, the Parties, without admitting liability, fault or indebtedness, have fully settled and resolved their disputes and differences with regard to the claims asserted in the Lawsuit; and

WHEREAS, a Settlement of Mutual Release Agreement has been reached between the parties concerning this matter, a copy of which is attached hereto an incorporated herein by this reference; and

WHEREAS, the City insurance provider will pay the settlement funds on behalf of the City pursuant to the terms of the Settlement of Mutual Release Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Settlement of Mutual Release Agreement with Beth A. French, 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 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## **SETTLEMENT AND MUTUAL RELEASE AGREEMENT**

This Settlement and Mutual Release Agreement (“Agreement”) is made and entered into as of the date first indicated below by and between Beth A. French (“French”) and City of Columbus, Nebraska (“Columbus”) (collectively, the “Parties”).

WHEREAS, French was the owner of a commercial real estate building located at 1354 27<sup>th</sup> Avenue, Columbus, Nebraska 68601 (“Park Plaza”) during the relevant time frame of November 2019 through June 30, 2020;

WHEREAS on November 5, 2019, three (3) feet of water was discovered in the boiler room of Park Plaza (the “November 2019 Incident”);

WHEREAS in response to the November 2019 Incident, Columbus determined the November 2019 Incident was caused by water leaking from the water service line for Park Plaza, and to repair such leak was French’s responsibility;

WHEREAS as a result of the November 2019 Incident, French had Columbus perform temporary repairs until French could later permanently fix the cause of the water leaking into Park Plaza;

WHEREAS in June of 2020, French hired McInay & Co (“McInay”) to replace the water service line to Park Plaza;

WHEREAS on June 23, 2020, as McInay cut into the water service line for Park Plaza, water began flowing out and leaked into Park Plaza;

WHEREAS, disputes and differences arose between the Parties regarding the work McInay performed and whether Columbus had properly shut off the water main line that fed into the water service line of Park Plaza (the “Dispute”);

WHEREAS on or about November 10, 2021, French filed a Complaint against Columbus in the District Court of Platte County, Case No. CI 21-522, alleging negligence by Columbus (the “Lawsuit”);

WHEREAS on January 18, 2022, Columbus filed its Answer to French’s Complaint in the Lawsuit, and filed counterclaims against French alleging unjust enrichment, and third-party claims against McInay for indemnification and contribution, adding McInay to the Lawsuit;

WHEREAS French and McInay settled any claims between them and Columbus agreed to dismiss its third-party claims against McInay should French stipulate that if the Lawsuit proceeded to trial and the Court finds that fault is attributed to Columbus and McInay, and French is contributorily negligent, any portion of fault attributed to McInay and/or French, will not be recoverable against Columbus (the “McInay Stipulation”);

WHEREAS on November 30, 2022, the Court entered an Order approving the McInay Stipulation;

WHEREAS, Columbus denies liability on claims asserted by French in the Lawsuit and French denies liability on the counterclaims asserted by Columbus in the Lawsuit; and

WHEREAS, the Parties, without admitting liability, fault or indebtedness, have fully settled and resolved their disputes and differences with regard to the claims asserted in the Lawsuit.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by this reference) and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Payment of Settlement Funds.** Within thirty (30) days of execution of this Agreement, Columbus shall pay to French the sum of Twenty-two Thousand, Five Hundred and 00/100 Dollars (\$22,500.00) (the "Settlement Funds") by a check payable to French and Moyer, Moyer, and LaFleur, and delivered to French's attorney, George H. Moyer, Moyer, Moyer, and LaFleur, 114 W. 3<sup>rd</sup> St., P.O. Box 510, Madison, NE 68748, as consideration for the settlement of the Dispute and the Lawsuit.

2. **Dismissal of Lawsuit.** Within ten (10) days after receipt of the Settlement Funds, Parties shall jointly dismiss the Lawsuit with prejudice, with each party to bear their own attorney fees, expert fees and costs. Upon the Court's entry of an Order dismissing the Lawsuit with prejudice, the Parties waive any right to file and prosecute an appeal or any post-dismissal motions, except such actions as may be necessary to enforce this Agreement.

3. **French's Release.** Effective immediately, French, on her behalf and on behalf of present and former spouses, dependents, agents, representatives, heirs, executors, administrators, trustees, assigns, and all persons acting by, through, under or in concert with her, past or present, (collectively, "French's Releasers"), hereby fully and finally release and forever discharge Columbus and its present and former officers, managers, associates, employees, council members, elected representatives, predecessors, successors, insurers, lenders, assigns, representatives, agents and attorneys (collectively, "Columbus' Releasees"), of and from any and all manner of actions, causes of action, claims for relief, in law or in equity, statutory claims, statutory violations, suits, liens, administrative remedies, injunctions, debts, torts, reports, applications, licensing, practices and procedures, frauds, contracts, promissory notes, agreements, guarantees, warranties, promises, liabilities, claims, demands, wages, damages (including attorney fees), interest, losses, invoices, penalties, costs, fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent (collectively, "French's Claims"), including without limitation, any claims alleging negligence by Columbus' Releasees and any claims under any federal, state or local statutory or

common laws, all as amended, which the French's Releasers, or any of them, now have or have ever had or may hereafter have against the Columbus' Releasees, or any of them that arise out of or are in any way related to, the Lawsuit and/or the Dispute. All of the Columbus' Releasees herein who are not parties to this Agreement are hereby declared to be intended third-party beneficiaries hereunder and shall have standing to enforce the rights and obligations set forth in this Section 3 and Section 5 for covenant-prohibiting other actions. French, on behalf of herself and the French's Releasers, hereby warrant that they have not transferred, encumbered or assigned any of the French's Claims to any other person or entity.

4. **Columbus' Release.** Effective immediately, Columbus, and its present officers, managers, associates, council members, elected representatives, insurers, lenders, assigns, representatives, agents and attorneys (collectively the "Columbus' Releasers"), hereby fully and finally release and forever discharge French and her present and former spouses, dependents, agents, representatives, heirs, executors, administrators, trustees, assigns and all persons acting by, through, under or in concert with her, past or present, (collectively, "French's Releasees"), of and from any and all manner of actions, causes of action, claims for relief, in law or in equity, statutory relief, statutory claims, statutory violations, suits, liens, administrative remedies, injunctions, debts, torts, reports, applications, licensing, practices and procedures, frauds, contracts, promissory notes, agreements, guarantees, warranties, promises, liabilities, claims, demands, wages, damages (including attorney fees), interest, losses, invoices, penalties, costs, fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent (collectively, "Columbus' Claims"), which Columbus' Releasers, or any of them, now have or have ever had or may hereafter have against French's Releasees, or any of them that arise out of or are in any way related to the Lawsuit and/or the Dispute. All of French's Releasees herein who are not parties to this Agreement are hereby declared to be intended third-party beneficiaries hereunder and shall have standing to enforce the rights and obligations set forth in this Section 4 and Section 5 for covenant-prohibiting other actions. Columbus, on behalf of itself and Columbus' Releasers hereby warrant that they have not transferred, encumbered or assigned any of Columbus' Claims to any other person or entity.

5. **Covenant Prohibiting Other Actions.** In addition to the foregoing and as material consideration for this Agreement, no party to this Agreement shall institute, promote, participate in, assist with, submit, file or permit to be filed, on their behalf, any lawsuit, charge, claim, complaint, grievance (e.g., media, criminal, Better Business Bureau, licensing and certification authorities, commissions, etc.) or other proceeding, whether judicial, administrative, arbitration or otherwise, arising out of or in any way relating to the allegations and/or claims made in the Lawsuit and/or Dispute (collectively, a "Complaint"). To the extent any party to this Agreement has already made, submitted, participated in or is aware of any Complaint, such party shall immediately withdraw and/or dismiss any such Complaint.

6. **Cancellation of Agreements.** The Parties acknowledge that, effective immediately, all agreements regarding the Dispute (save this Agreement), whether oral,

written, implied or otherwise, between French on the one hand and Columbus on the other hand are hereby canceled, terminated and released.

7. **The Parties' Acknowledgments.** The Parties certify and acknowledge as follows:

a. They have carefully read the terms of this Agreement and they understand its terms and effects, including the fact that they have agreed to RELEASE, RELINQUISH AND FOREVER DISCHARGE certain Plaintiff's Releasees, certain Defendant's Releasees and certain persons and entities from any legal action or other liability of any type related in any way to the matters released;

b. They have signed this Agreement voluntarily and knowingly in exchange for the consideration described herein, which they acknowledge is adequate and satisfactory to them, and which they acknowledge is in addition to any other benefits to which they are otherwise entitled;

c. They fully understand that if any fact with respect to any matter covered by the releases herein is found hereafter to be other than or different from the facts now believed to be true, they each accept and assume that the releases shall be and remain effective, notwithstanding such difference in the facts;

d. They have carefully read and fully understand the terms and effects of this Agreement. They have been and are hereby advised, in writing, to consult with an attorney prior to signing this Agreement; have discussed, to the extent they desire, all aspects of this Agreement with an attorney; have signed this Agreement freely and voluntarily; and they acknowledge that they suffer from no legal incapacity and are not under any duress, economic or otherwise, at the time of execution of this Agreement;

e. The Parties have each participated in the negotiation and drafting of this Agreement; therefore, the terms and conditions of this Agreement shall be construed as if drafted jointly by the Parties and shall not be interpreted or applied in favor of or against any party on the basis of who may have drafted this Agreement or any particular provisions;

f. This Agreement supersedes all prior proposals, promises, agreements, understandings and representations made by the Parties, whether oral, written or implied, with regard to the matters herein resolved and settled. This Agreement is contractual and not a mere recital, and it embodies the entire agreement and understanding between the Parties concerning the matters herein resolved and settled. This Agreement may not be changed, modified, supplemented or amended, except in writing signed by the Parties;

g. This Agreement represents the settlement of disputed claims and is not an admission of liability, wrongdoing or indebtedness by any party. In fact and in law, the Parties expressly deny any such liability, wrongdoing or indebtedness;

h. If any portion, provision or part of this Agreement is held, determined or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, void or voidable for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement, which remain subject to the execution of this Agreement, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions or parts;

i. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Nebraska and applicable federal law. The Parties hereby agree that any act to enforce the terms of this Agreement, or for any other remedy arising out of said Agreement, shall be brought only in a court of competent jurisdiction in Platte County, Nebraska, and in no other court, and each party specifically acknowledges and submits to the personal jurisdiction of said court and waives, as to such court, any defense of inconvenient forum or improper venue. Each party agrees that they shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any court;

j. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart thereof; and

k. The headings of the sections of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or affect its construction or interpretation.

8. **Authorized Signatures.** Each of the Parties hereto represents and warrants that the person signing this Agreement on their behalf is authorized to bind them with respect to the matters contained herein.

9. **Further Actions.** Each of the Parties hereto, with the assistance of their respective counsel, shall take such actions and execute, acknowledge, deliver and cause to be fully filed and recorded all such additional agreements, documents, pleadings and/or instruments as may be reasonably necessary or appropriate to consummate or implement the settlement contemplated by this Agreement.

10. **Binding Effect of Agreement.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties to this Agreement and their respective representatives, successors and assigns.

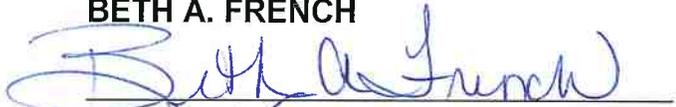
10. **Binding Effect of Agreement.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties to this Agreement and their respective representatives, successors and assigns.

**COUNTERPART SIGNATURE PAGE TO  
SETTLEMENT AND MUTUAL RELEASE AGREEMENT**

**THE FOREGOING SETTLEMENT AND MUTUAL RELEASE AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BEFORE THE SIGNING OF SAID AGREEMENT.**

IN WITNESS WHEREOF, the Parties have affixed their signatures on the date first written below.

**BETH A. FRENCH**



Date:

*November 16, 2023*

**CITY OF COLUMBUS, NEBRASKA**

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

Its: \_\_\_\_\_

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

14.B. Resolution No. R23-160 approving city to work with NeighborWorks Northeast Nebraska on matching grant application to rural workforce housing fund and authorizing use of city funds in an amount not to exceed 50 percent or \$500,000.

**RESOLUTION NO. R23-160**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE CITY TO WORK WITH ELKHORN VALLEY COMMUNITY DEVELOPMENT CORPORATION DBA NEIGHBORWORKS NORTHEAST NEBRASKA IN COMPLETING AND SUBMITTING A GRANT APPLICATION TO THE RURAL WORKFORCE HOUSING FUND (RWHF) FOR A MATCHING GRANT IN AN AMOUNT UP TO \$2,000,000 FOR THE PURPOSE OF REDUCING THE COST OF WORKFORCE HOUSING IN COLUMBUS; AND TO AUTHORIZE THE USE OF THE CITY FUNDS UP TO \$500,000 CONTINGENT UPON THE AMOUNT OF CITY'S FUNDS DO NOT SURPASS THE AMOUNT GRANTED BY THE STATE'S RWHF.

WHEREAS, the Rural Workforce Housing Fund (RWHF) provides matching grants of up to \$2,000,000 to non-profit development organizations to reduce the cost of workforce housing; and

WHEREAS, matching funds provided by the City for the match do not surpass the amount granted by the state's RWHF; and

WHEREAS, the City will work with and through NeighborWorks Northeast Nebraska for completion and submission of the application and the administrating of the grant funds if the application is successful; and

WHEREAS, the City and NeighborWorks Northeast Nebraska have previously been successful in applying to this grant program and the receiving of similar grant funds; and

WHEREAS, the City is working on a City subdivision therefore money used as the match for the grant will return to the City for this project with no interest or fees charged back to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the City shall work with NeighborWorks Northeast Nebraska to complete and submit a matching grant application to the RWHF for up to \$2,000,000 for purposes of reducing the cost of workforce housing in Columbus.

BE IT FURTHER RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that only upon the aforementioned grant being approved by the RWHF, shall the City fund its matching funds proportionate to the award amount not to exceed 50 percent or \$500,000 whichever is less. City staff is authorized and directed to work with NeighborWorks Northeast Nebraska in the administrating of the grant funds in Columbus if the application is successful.

This Resolution shall take force and effect immediately.

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

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



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

## memorandum

DATE: November 15, 2023  
TO: Tara Vasicek, City Administrator  
FROM: Jean Van Iperen, Planning & Economic Development Coordinator  
RE: Utilization of City funds to provide required cash match for a RWHF grant

### RECOMMENDATION:

Approval of the Resolution authorizing the City of Columbus to work with NeighborWorks Northeast Nebraska in submitting a RWHF Grant and providing up to \$500,000 in matching funds.

### DISCUSSION:

In 2017, the Legislature approved and signed into law LB518 creating the Rural Workforce Housing Fund. The purpose of the fund is to provide matching grants to non-profit development organizations to reduce the cost of workforce housing in Nebraska's rural communities. Eligible housing projects include, new owner-occupied, new rental, substantial rehabilitation to existing buildings for housing and upper-story housing. A new cycle of 2022 Round II funding has been made available with applications due on December 7, 2023. NeighborWorks Northeast has agreed to be the City of Columbus' applicant for these grant funds.

In the initial competitive application cycle which took place in 2017-2018 the City was awarded \$850,000 of grant funds which created a revolving loan fund of \$1,950,000 for workforce housing in Columbus. Those funds contributed to construction of many new housing units in Columbus. The Legislature allocated more funds for a second round of RWHF grants. Again, the City was successful with their application and the fund has grown. To date all the money from these two rounds has been to work in the City and the current balance available for housing is \$0. With housing a high priority, the City felt compelled to ask NeighborWorks to apply on our behalf for this new round of funding that has opened up. The application ask for this cycle will be \$2,000,000 with a required 25% match of \$500,000. The current city budget has \$1,000,000 that has been set aside for housing development. These are the funds that will be used for the match if we are successful with the grant application.

### FISCAL IMPACT:

If our application is approved by NDED, up to \$500,000 of the housing funds will be used for the match.

### ALTERNATIVE:

Do not approve.

Signature:

By: *Jean Van Iperen*

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

14.C.Resolution No. R23-161 approving interlocal agreement with Platte, Butler, Colfax, and Polk counties for Highway 30/64 connector project.

**RESOLUTION NO. R23-161**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN INTERLOCAL AGREEMENT WITH PLATTE COUNTY, COLFAX COUNTY, POLK COUNTY, AND BUTLER COUNTY FOR HIGHWAYS 30 TO 64 CORRIDOR.

WHEREAS, the State of Nebraska under Nebraska Revised Statute Section 13-801 et. Seq., the Interlocal Cooperation Act allows interlocal agreements between governmental agencies to perform joint planning, construct improvement projects and share resources including funding for said projects; and,

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Interlocal Agreement with Platte County, Colfax County, Polk County, and Butler County for Highways 30 and 64 Corridor, a copy of which is hereto attached and incorporated herein by this reference, is hereby approved; and, that the mayor is hereby authorized, directed, and empowered to 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

*Platte County Clerk / Board of Supervisors*

JENNIFER E. BROWN



2610 14th Street  
Columbus, NE 68601

Email: [jbrown@plattecounty.ne.gov](mailto:jbrown@plattecounty.ne.gov)

Phone: 402-563-4904

Fax: 402-564-4164

October 25, 2023

RE: MOU for 30/64 Connector Project

Enclosed is a new Memorandum of Understanding (MOU) for the 30/64 connector project which was recently adopted and passed by the Platte County Board of Supervisors. The MOU covers the pursuit of grant funds to pay for a comprehensive engineering planning study which is a prerequisite before a grant, covering the engineering design and subsequent construction, can be pursued. The MOU also identifies the Northeast Nebraska Economic Development District as the agency to work with in identifying, pursuing, and capturing grant funds for the study.

The MOU is only for the pursuit of grant funds and does not request the expenditure of any funds from participating governmental subdivisions. We are respectfully requesting that this MOU be placed on your agenda, as soon as possible, for adoption. Representatives from Platte County and the project team will be available to attend the meeting when the MOU is presented for adoption to answer any questions. Please let us know when it will be on the agenda so we can have representatives attend.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Kwapnoiski".

Kim Kwapnoiski

Chairperson of the Board of Platte County

Enclosure

## INTERLOCAL AGREEMENT

### Highways 30 to 64 Corridor

THIS AGREEMENT, made and entered into, as of the dates indicated below, by and between Platte County, City of Columbus Nebraska, Colfax County, Polk County and Butler County [hereinafter referred to as Platte, Columbus, Colfax, Polk, and Butler respectively]; all parties are public agencies of the State of Nebraska within the definition of Neb. Rev. Stat. 13-803[2].

WHEREAS, THE State of Nebraska under Neb. Rev. Stat. Section 13-801 et. Seq., the Interlocal Cooperation Act allows interlocal agreements between governmental entities to perform joint planning, construct improvement projects and share resources including funding for said projects.

WHEREAS, A Traffic Study was completed, showing that Highways 30 and 64 carry large volumes of traffic, including heavy truck traffic and when mixed with passenger traffic poses a potential for accidents and bottleneck along the respective corridors; and

WHEREAS, Nebraska State Highways 30 and 64 are major arterials serving Platte, Columbus, Colfax, Polk and Butler and their respective industries and a Benefit/Cost Study has shown the project to be beneficial to all parties; and

WHEREAS, the Platte River crossing on Highway 30/81 is the only river crossing within fifteen [15] miles that serves the regional area; and

WHEREAS, the flood of 2019 caused significant economic loss and hardship to Platte, Columbus, Colfax, Polk and Butler due to limited access; and

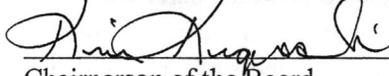
NOW, THEREFORE, IT IS AGREEMENT AMONG THE PARTIES AS FOLLOWS;

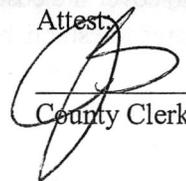
1. THAT Platte, Columbus, Colfax, Polk and Butler agree that a regional Planning Study of the corridor connecting Nebraska State Highways 30 and 64 and other roadways in the four-county region is the next step of engineering analysis, environmental assessment, and other elements to move the project forward.
2. THAT by concurring in the need for a regional Planning Study as indicated in Section 1 above, the parties express their desire to pool efforts to accomplish the same and to seek assistance from the Nebraska Department of Transportation, Federal Highway Administration and the North East Nebraska Economic Development District [NENEDD].
3. THAT Platte will serve as the lead agency for the purpose of engaging NENEDD for assistance in securing grant funds to cover the cost of the Planning Study.
4. THAT these parties agree to establish the Highway 30/64 Advisory Board and each party will designate a representative to serve on the Advisory Board to participate in and share information from the respective party as the grant-writing process is underway. The members of the Advisory Board agree to serve without compensation from the funds pledged for the project.
5. THAT the Advisory Board will conduct open meetings as needed in locations to be determined to allow for public input into the possible highway and corridor improvements and potential river crossing. The Secretary/Treasurer will advise the board members of the date, time, and location of all meetings by email or other method as may be requested by each board member.
6. THAT Platte County as the lead agency will designate a Chairman for the Advisory Board. The Chairman will be responsible for scheduling and conducting meetings as needed and for signing any official correspondence from the board.

7. THAT the Advisory Board will designate a Secretary/Treasurer to be responsible for the recording and distribution of meeting minutes, to process correspondence, to process any invoices and to track any contributions of each of the parties.
8. THAT following the application for grant funds to cover the cost of the Planning Study, the amount of funds secured will be presented for review and consideration by the parties for further action. This agreement does not imply or require participation of any of the parties in proceeding with the Planning Study.
9. THAT this agreement will be in effect as of the dates on which the parties have expressed their intention to participate. Following conclusion and reporting of the amount of grant funds secured the parties will have the opportunity to determine their continued participation in this project.
10. THAT any party may terminate this agreement with or without cause. Any party wishing not to continue its participation to the conclusion of the Planning Study will provide advance written notice of the same to the other participants not less than thirty [30] days prior to its original intended participation ceasing date.
11. THAT as of the effective date of this agreement, each party represents and warrants to the others that the execution and performance by it of this agreement has been duly authorized by all necessary corporate or subdivision action and constitutes its valid and legally binding obligation and is legally enforceable as such by the other parties.
12. THAT this agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, executors, administrators, successors and assigns of the respective parties.
13. THAT no waiver by any party to this agreement of any default or breach of this agreement shall operate as a waiver of any other default or of the same default on a future occasion.
14. THAT if any term, covenant or condition of this agreement or the application thereof to any person or event will to the extent be invalid or unenforceable, the remainder of this agreement in the application of such term, covenant or condition to persons or events other than to those to which it is held invalid or unenforceable will not be affected thereby and each term, covenant or condition of this agreement valid and enforced to the fullest extent permitted by law.
15. THAT this agreement contains the entire understandings of the parties. There are no representations, warranties, promises, covenants or understanding other than those expressly set forth herein.

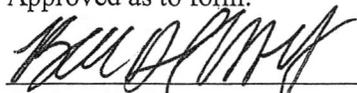
Executed by the parties as of the dates indicated below;

**PLATTE COUNTY, NEBRASKA by:**

  
Chairperson of the Board      10-10-23  
Date

Attest:  
  
County Clerk      10/10/23  
Date

Approved as to form:

  
County Attorney      10-11-2023  
Date

**CITY OF COLUMBUS, NEBRASKA by:**

Attest:

\_\_\_\_\_  
Mayor Date

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

Approved as to form:

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

**BUTLER COUNTY, NEBRASKA by:**

Attest:

\_\_\_\_\_  
Chairman of the Board Date

\_\_\_\_\_  
County Clerk Date

Approved as to form:

\_\_\_\_\_  
County Attorney Date

**COLFAX COUNTY, NEBRASKA by:**

Attest:

\_\_\_\_\_  
Chairman of the Board Date

\_\_\_\_\_  
County Clerk Date

Approved as to form:

\_\_\_\_\_  
County Attorney Date

**POLK COUNTY, NEBRASKA by:**

Attest:

\_\_\_\_\_  
Chairman of the Board Date

\_\_\_\_\_  
County Clerk Date

Approved as to form:

\_\_\_\_\_  
County Attorney Date

15. **ORDINANCES ON FIRST READING - None**

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

17. **ORDINANCES ON THIRD READING**

17.A. Ordinance No. 23-18 amending city code to update dangerous dog appeal process.

**ORDINANCE NO. 23-18**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 90.034 OF CHAPTER 90 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO UPDATE THE DANGEROUS DOGS REVIEW PROCESS; 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 Section 90.034 of Chapter 90 of Title IX of the Columbus City Code be amended and revised to read as follows:

§ 90.034 DANGEROUS DOGS; ADMINISTRATIVE REVIEW.

(A) No person shall own, keep, harbor or allow to be in or upon any premises occupied by that person or under that person's charge or control, any dangerous dog without said dog being confined and subject to all restrictions placed upon such dogs by the State as provided in Neb. RS 54-617 through 54-624. Any City law enforcement officer or other authority designated by the Mayor and City Council is authorized to kill such dog if found acting in a threatening manner to the officer or the public.

(B) The owner of the dog declared to be a dangerous dog has the right to appeal such determination. The owner must file a written request with the City Clerk's office within 48 hours (Saturdays, Sundays and legal holidays excluded) of receiving actual notification of the declaration of the dog as dangerous. At the time of the request, said owner shall pay a non-refundable appeal fee as set by resolution. The appeal fee may be waived if the request is made and accompanied by a sworn itemized declaration of the appellant dog owner demonstrating indigence. The City Attorney will review such request within five days of the receipt of the request to determine indigence (Saturdays, Sundays, and legal holidays excluded) and report to the City Clerk prior to the scheduling of the hearing. "Indigence" is defined as the inability to pay the appeal cost without prejudicing the appellant's ability to provide economic necessities for the appellant or the appellant's family. Failure to request such a hearing within 48 hours or to appear at the appeal hearing as scheduled will result in the determination remaining in full force and effect. The Erna Badstieber Paws and Claws Adoption Center shall be entitled to request the appeal hearing without the appeal fee.

(C) The Appeal Board shall consist of a three-person committee chosen by the Chairperson of the Public Property, Safety and Works Committee and to consist of any three elected officials. The city administrator shall serve as

an alternate member of the Appeal Board in the event that three elected officials are not available. Once a hearing request for an appeal hearing is received, a hearing before this Committee will be scheduled by the City Clerk for a date and time no later than ten days from the receipt of the written request from the dog owner (Saturdays, Sundays, and legal holidays excluded) unless special accommodations are necessary. The hearing shall be limited to the victim, if available, along with the reporting form from the investigating law enforcement officer who has rendered a declaration of dangerous in accordance with this section and the defense offered by the owner. The decision of the Committee will be final. The owner may appeal the Committee's finding to the District Court of Platte County, Nebraska.

Section 2. This ordinance shall repeal all ordinances or portions thereof and in 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 §16-405 of Nebraska Revised Statutes 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda.**
19. **UNFINISHED BUSINESS - None**
20. **ADJOURNMENT**