

City Council Regular Meeting
Monday, February 5, 2024 6:00 PM
Columbus Community Building/Community Room
2500 14 Street
Columbus, NE 68601

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

{{Name: Agenda Item Name}}

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

NEBRASKA OPEN MEETINGS ACT

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

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 January 15, 2024, City Council meeting.

PROCEEDINGS OF CITY COUNCIL
January 15, 2024

A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on January 15, 2024, 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 December 27, 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:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Cynthia Alarcòn, Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, Prent Roth, and Ron Schilling. Council Member Hope Freshour was absent and excused. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Engineer Rick Bogus, Police Chief Charles Sherer, Finance Director Heather Lindsley, Public Works Director Chuck Sliva, Planning and Economic Development Coordinator Jean Van Iperen, Police Captain Todd Thalken, Communications Manager Matt Lindberg, and Assistant City Clerks Shuraya Frauendorfer and Kelli Keyes.
2. **PRAYER:** Jablonski led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was played and the Pledge of Allegiance was recited.
4. **CONSENT AGENDA:** The following items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Jablonski and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.
 - 4.A. **Minutes of January 2, 2024, City Council meeting.**
 - 4.B. **Change date of second meeting in February 2024 to Tuesday, February 20, 2024, at 6 p.m. due to President's Day.**
 - 4.C. **Finance Department report.**
 - 4.D. **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; 1/19/24 payroll

PROCEEDINGS OF CITY COUNCIL

January 15, 2024

Page 2

\$833,088.56; 2/2/2024 payroll \$790,466.43; A to Z Msg 125.00 S; Acc Electrical Sys 165.00 S; Ace 766.93 S; Adv Auto 464.12 S; Ag Spray Equip 336.12 S; Amer Legal Pub 1,170.00 S; Applied 441.90 S; Aqua-Pure 6,213.92 S; Arnold Mtr 638.57 S; AT&T 80.08 S; AVI 47,346.63 CP; AWWA 2,181.00 M; Behlen Tow 1,350.00 S; Berens-Tate 3,000.00 S; BGNE 92.29 S; Big Eight Mut 20.00 M; Birddog Elect 1,925.00 S; Blk Hills 7,314.07 S; Blue360 Med 187.85 S; Bnd Tree Med 2,733.55 S; Burns & McDonnell Eng 9,984.60 CP; Carolina Sftwr 200.00 S; Casey's Mail 4,879.45 S; Century Link 930.00 S; City of Col 4,649.18 S; Club Prop Sys 500.00 S; CNC Rep 5,739.53 S; Chmb of Comm 150.00 S; Cust Embr 177.00 S; FRC 10,609.99 S; Tire & Srv 159.00 S; Cmnwlth Elect 924.61 S; Core & Mn 24,854.01 S; Crnhskr Pub Pwr 912.47 S; Culligan 271.50 S; D & L Tow 618.00 S; Demand & Prec 8,208.00 S; DEMCO 152.58 S; DHHS 475.00 CP; D Douglas 7,381.26 S; Eakes 1,775.81 S; Elect Pump 5,840.00 S; Elect Eng 618.84 S; Envisionware 10,185.06 S; F Jacque 110.00 R; FNBO 14,390.43 S; Frontier 2,952.37 S; Full Throttle 1,030.53 S; Galls 3,083.30 S; Gehring Const 225.63 S; Golfnow 191.22 S; GP Comm 1,613.40 S; Hach Co 193.00 S; Hadley-Braithwait 87.90 S; Hawkins Inc 2,074.16 S; HDR 9,389.06 CP; Hrtld Nat Gas 9,844.24 S; Hrtld Off 500.00 S; Hobby Lobby 67.56 S; Howerter M 1,310.00 S; Hy-Vee 237.33 S; IBM 3,377.05 S; Intrst Batt Sys 689.27 S; Island Sup 302.59 S; Jackson 1,251.34 S; JEO 4,545.00 CP; Jones 50.00 S; La Vista Lib 22.99 S; Lkvw Small Eng 384.00 S; Language Ln Srv 200.28 S; LARM 4,678.67 S; Liquid Srg Cntl 1,576.42 S; Loup Pwr 92,146.14 S; M&L 6,944.25 S; MacQueen Eq 176.99 S; Matheson-Linweld 179.06 S; Mech Sales 9,240.00 S; Menards 3,135.89 S; Mdwst Lab 798.17 S; Mike's Tow 2,450.00 S; Moms & Mops 800.00 S; Motion Ind 1,007.26 S; Motorola 17,122.50 CP; Muni Pipe Tool 1,309.16 S; NE Golf & Turf 385.52 S; NE Law Enfor 400.00 T; NE Sup Crt 113.25 S; NE NE Solid 54,765.12 S; Occ Hlth Srv 207.00 S; Olson's Pest 452.50 S; One Call 166.46 S; One Source 27.00 S; O'Reilly 145.19 S; Pace Analy Srv 920.30 S; Ppr Tiger 35.00 S; Papio Pub Lib 24.95 S; Pete Lien & Sons 7,131.41 S; PC Attny 3,940.00 S; PV Comm 1,084.74 S; Prof Surv Assn 75.00 S; Prj Lifesvr Internl 19.58 S; RR Mngt 379.14 S; Reardon Lawn 3,623.48 S; Rembolt Ludtke 395.00 S; Sapp Bros 26,917.70 S; Schieffer Signs 768.00 S; Sec Eq 26,193.50 CP; Srvmsr 13,315.00 S; Shevlin 36.31 S; Sipple, Hansen, Emerson 7,679.35 S; Smith Fert 7,710.19 S; SparqData Sol 4,100.00 M; Stanley Petro 668.00 S; NE Rev 48,517.96 S; Stericycle 759.88 S; Sup Svr 85.32 S; Sysco 10,028.54 S; Taylor's Tins 1,974.00 S; Telecomm Sys 1,970.67 S; Golf Shop 209.11 S; Lib Store 218.23 S; Tire Outlet 155.00 S; TK Elev 248.20 S; Tooley 160.94 S; Trct Sup Cred 23.34 S; Twin Rvr Vet 306.00 S; UPS 13.47 S; USA BI Bk 551.51 S; USDA 1,139.58 S; Util Sect 60.00 S; C Van Dyke 146.50 S; Verizon 91.70 S; Verizon Wrks 3,818.57 S; Waste Conn 517.13 S; Wellness Prtnrs 10.00 S; Wemhoff Refr 446.40 S; WLT Cnslt 3,000.00 S; Zoll Med 1,550.00 S. TOTAL \$\$2,237,670.81.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:**

6.A. State of the City address by Mayor Bulkley. Bulkley pointed out that the state of the city is good and quoted the city's new mission statement. He reported that this year's budget is \$89,958,549, the city's share of property tax is 17 percent, and a decrease to the city's tax levy. The following were mentioned as significant accomplishments in 2023: opening of the community building, Phase 1 of the 23rd Street project, renovations to Charlie Louis fire station, new football turf, lighting, and family slide in Pawnee Park, tennis and pickle ball courts in Gerrard Park, grain bin simulator for fire safety training, and an assessment program for downtown improvements. Major projects planned for 2024 include: full staffing of Charlie Louis fire station, workforce/affordable housing subdivision, Phase 2 of the 23rd Street project, a downtown viaduct study, improvements to Centennial Park, restoration of Van Berg clubhouse, upgrades to the state radio system, and downtown re-branding and improvements. While not city projects, he noted the upcoming openings of the Columbus Community Hospital Fieldhouse, Columbus Area Children's Museum, and Harrah's Casino and Racetrack, and the tremendous value they will add to the community. Bulkley commended the city council for their dedication and commitment and city staff for their continued efforts in providing essential services to the community. He also welcomed new council member Cynthia Alarcón.

7. PUBLIC HEARINGS:

7.A. Public hearing - Purchase of real property located in the general vicinity north of 8th Street and 9th Avenue. Vasicek explained plans to develop a workforce housing subdivision and pointed out that significant contingencies will be in place to protect the city. She noted higher density and a mixture of housing options are ideal for this area and that the city would be responsible for the infrastructure using available budgeted funds, Tax Increment Financing, and if approved, a state workforce housing grant. No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Alarcón. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

7.A.1. Resolution No. R24-04 approving purchase agreement with Nels Johnson for real property located in the general vicinity north of 8th Street and 9th Avenue for the total purchase price of \$790,965. Resolution No. R24-04 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PURCHASE AGREEMENT WITH NELS JOHNSON FOR REAL PROPERTY LOCATED IN THE VICINITY NORTH OF 8TH STREET AND 9TH AVENUE, KNOWN AS PARCEL IDENTIFICATION NUMBER 710095683, FOR A TOTAL PURCHASE PRICE OF \$790,965, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA was adopted with a motion by Bahr and a second

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

7.B. Public hearing - Citizen's Advisory Review Committee report of activities in accord with the Columbus Economic Development Plan. Vasicek reported that in the past six months only one application was submitted with no recommendation from the committee to proceed and a loan for a 24-unit apartment building was finalized leaving just over one million dollars available in the fund. No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

7.C. Public hearing- Application of Meadow Ridge Properties LLC for final plat and development agreement of Meadow Ridge Eleventh Addition (49th Avenue and 42nd Street). (This public hearing will be continued to February 20, 2024, at 6 p.m.) The public hearing was continued to February 20, 2024, at 6 p.m. with a motion by Roth and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

7.C.1. Public hearing - Determine whether Meadow Ridge Eleventh Addition should be included within corporate city limits. (This public hearing will be continued to February 20, 2024, at 6 p.m.) The public hearing was continued to February 20, 2024, at 6 p.m. with a motion by Roth and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

8. PETITIONS AND COMMUNICATIONS: None

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

9.A. Public Works Department: Report on water meter updates. Sliva explained events that have transpired to date regarding water meter and radio change-outs. He noted the difficulty in scheduling appointments with property owners and said door hangars will be utilized to encourage responses.

10. REPORTS OF COUNCIL COMMITTEES: None

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Appointment of Tina Pelan to Board of Parks Commissioners for three-year term. Jablonski read a brief resume and the mayor's appointment of Tina Pelan to the Board of Parks Commissioners was ratified with a motion by Bahr and a second by Roth. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Freshour was absent.

13.B. Application of American Heart Association, Inc. for special designated liquor license at 265 33rd Avenue on February 29, 2024, for fundraiser. The application of American Heart Association, Inc. for a special designated liquor license was approved with a motion by Roth and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”. Freshour was absent.

13.C. Comments from mayor and city council members. Roth encouraged the public to complete the downtown viaduct survey on the city’s website at columbusne.us prior to the January 31st deadline. Bulkley asked everyone to remain patient as crews continue with snow removal.

14. RESOLUTIONS:

14.A. Resolution No. R24-05 creating apprenticeship program for police department. Sherer thanked Thalken for the concept and explained the program would help recruit, train, and retain quality applicants in an effort to alleviate staffing issues. He noted that this program would end once the department is fully staffed. Resolution No. R24-05 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING AN APPRENTICESHIP PROGRAM FOR THE COLUMBUS POLICE DEPARTMENT TO TRAIN POTENTIAL RECRUITS AS POLICE OFFICER CANDIDATES, AS SET OUT IN THE MEMO FROM POLICE CHIEF CHARLES SHERER TO CITY ADMINISTRATOR TARA VASICEK, 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 Roth and a second by Jablonski. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”. Freshour was absent.

14.B. Resolution No. R24-06 approving service/consultant contract with Northeast Nebraska Economic Development District for general administration of Community Development Block Grant No. 23-DTR-003 (Downtown Revitalization). Resolution No. R24-06 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE SERVICE/CONSULTANT AGREEMENT FOR GENERAL ADMINISTRATION WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT FOR COMMUNITY BLOCK GRANT NO. 23-DTR-003, 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 Jablonski and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”. Freshour was absent.

- 14.C. Resolution No. R24-07 approving service/consultant contract with Northeast Nebraska Economic Development District for construction management of Community Development Block Grant No. 23-DTR-003 (Downtown Revitalization).** Resolution No. R24-07 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE SERVICE/CONSULTANT AGREEMENT FOR CONSTRUCTION MANAGEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT FOR COMMUNITY BLOCK GRANT NO. 23-DTR-003, 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 Schilling and a second by Hiemer. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”. Freshour was absent.
- 15. ORDINANCES ON FIRST READING:**
- 15.A. Ordinance No. 24-01 adopting Columbus City Code. (A copy of the city code is available for review in the city clerk's office)** On its first reading, Ordinance No. 24-01 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO REVISE ORDINANCES OF THE CITY OF COLUMBUS, NEBRASKA, HEREIN THEMED THE COLUMBUS CITY CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only.
- 16. ORDINANCES ON SECOND READING:** None
- 17. ORDINANCES ON THIRD READING:** None
- 18. CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda
- 19. UNFINISHED BUSINESS:** None
- 20. ADJOURNMENT:** The meeting adjourned at 6:55 p.m.

Presented and approved this 5th day of February 2024.

OFFICE OF THE CITY CLERK
: Janelle Kline

4.B. Minutes of January 24, 2024, Civil Service Commission meeting certifying Michael Klee as police officer candidate.

CIVIL SERVICE COMMISSION MINUTES

January 24, 2024

A meeting of the Columbus Civil Service Commission was convened in open and public session on Monday, January 24, 2024 at 4:45 p.m. in the Conference Room at the Police Station.

Notice of this meeting was given in advance thereof by public posting in City Hall, Platte County Courthouse, and Columbus Public Library on January 8, 2024. Availability of the agenda was communicated in the advance notice and in the notice to the Columbus Civil Service Commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:

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

Present were members, Logan Bronson, Troy Loeffelholz, Chris Steinke and Russ Strehle. Member Jessica Caban was absent. The minutes from the December 20, 2023 meeting were approved with a motion by Steinke and a second by Strehle with all members voting "Aye".

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

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

There was discussion to have the list of names for all Civil Service positions be certified for one year by the appointing authority. A motion was made by Loeffelholz and seconded by Strehle to have the list certified by appointing authority for one year. The motion passed unanimously.

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

Respectfully submitted,

Tammy Orender
Civil Service Commission Secretary

4.C. Reappointment of Kevin Johnson and Cory Reeder to Business Improvement Board for three-year terms.



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

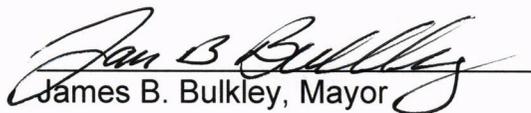
MEMORANDUM

DATE: January 17, 2024
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointments

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

BUSINESS IMPROVEMENT BOARD: (Three Year Term)

Kevin Johnson
Cory Reeder


James B. Bulkley, Mayor

4.D. Resolution No. R24-08 approving agreements with American Legion Hartman Post 84, Columbus Mariners Baseball League, Columbus Youth Baseball League, Columbus Youth Softball Association, and Columbus Soccer Club, Inc. for use of city facilities.

DRAFT

RESOLUTION NO. R24-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENTS WITH AMERICAN LEGION HARTMAN POST 84, COLUMBUS MARINERS BASEBALL LEAGUE, COLUMBUS YOUTH BASEBALL LEAGUE, COLUMBUS YOUTH SOFTBALL ASSOCIATION, AND COLUMBUS SOCCER CLUB, INC. FOR USE OF CITY FACILITIES, COPIES OF WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; 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 the agreements with American Legion Hartman Post 84, Columbus Mariner Baseball League, Columbus Youth Baseball League, Columbus Youth Softball Association, and Columbus Soccer Club, Inc. for use of city facilities, copies of which are attached hereto and incorporated herein by this reference, are 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 _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Agreement for Use of Municipal Property

This Use Agreement is made and entered into by and between the City of Columbus, Nebraska, a Municipal Corporation, hereinafter referred to as "City" and American Legion Hartman Post 84, of Columbus, Nebraska, hereinafter referred to as "American Legion."

WHEREAS, American Legion Hartman Post 84, has proposed to provide legion baseball at Pawnee Park baseball field herein after referred to as "facility" and has requested that City allow the use of this facility for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that City and American Legion will each provide the following services and perform the following acts as described below.

1. CITY HEREBY AGREES AS FOLLOWS:

- A) Provide use of Pawnee Park baseball field non-exclusively to American Legion for the period of March 1, 2024 through February 28, 2025 for the purpose of legion baseball.
- B) Mow the fields once weekly as needed, weather permitting.
- C) Keep in good repair fences, buildings, (excluding storage sheds) plumbing, bleachers, and irrigation equipment.
- D) Maintain the parking lot(s).
- E) Haul garbage twice a week during the course of the American Legion season, as needed.
- F) Grade the field(s) once during the American Legion season. (when applicable).
- G) Maintain field lights as needed. (when applicable)
- H) Paint field lines as needed. (when applicable)
- I) Pay sixty-five percent (65%) of actual electricity usage at the facility during the American Legion season.
- J) Pay one hundred percent (100%) of water and sewer utilities for the facility during the American Legion season.
- K) Properly clean facility restrooms Monday through Friday during the American Legion season, excluding holidays.
- L) Consult with American Legion during the planning and construction phases of any major renovation project for the facility that is funded by City.
- M) Provide support for projects that have been recommended for approval by the Board of Parks Commissioners and included in the City's budget after

organization's complete submission of the Project Request Policy and Submittal Form.

- N) Provide forms to all coaches, umpires, league officials, board members, and maintenance staff for completion of background checks. Background checks will be conducted by City's park and recreation department.
- O) Pay for all background checks.
- P) Provide to American Legion officials, background check information that City believes to be detrimental to American Legion's purpose. All other background checks will be kept confidential.

2. AMERICAN LEGION HEREBY AGREES AS FOLLOWS:

- A) Pay City for rental of the concession facilities in accordance with City's current fee schedule. (when applicable)
- B) Pay City for weekend and holiday garbage pickup when requested by American Legion in accordance with City's current fee schedule.
- C) Drag and mark the field(s). (when applicable)
- D) Provide all supplies for maintaining the field(s).
- E) Properly clean facility restrooms when used on weekends and holidays during the American Legion season.
- F) Keep interior of the concession stand, press box, and storage areas clean at all times. (when applicable)
- G) Assume responsibility of determining whether the field(s) is playable.
- H) Provide light bulbs for concession stand and press box. (when applicable)
- I) Reimburse City thirty-five percent (35%) of actual electricity usage during the American Legion season.
- J) Monitor facility area for trash each game day and deposit in proper receptacles. "Area" includes, but not limited to, fields, bleachers, under bleachers, concession stands, and parking areas.
- K) Receive proper approval for any improvements or changes to said facility from the park and recreation director, park superintendent, or Board of Parks Commissioners.
- L) Complete the Project Request Policy and Submittal Form for all proposed projects desired at the facility.

Agreement for Use of Municipal Property

This Use Agreement is made and entered into by and between the City of Columbus, Nebraska, a Municipal Corporation, hereinafter referred to as "City" and Columbus Mariners Baseball League hereinafter referred to as "CMB"

WHEREAS, the Columbus Mariners Baseball League, has proposed to recreational baseball at Berne Square, herein after referred to as "facility" and has requested that City allow the use of this facility for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that City and CMB will each provide the following services and perform the following acts as described below.

1. CITY HEREBY AGREES AS FOLLOWS:

- A) Provide use of Berne Square non-exclusively to CMB for the period of March 1, 2024 through February 28, 2025 for the purpose of recreational baseball.
- B) Mow the fields once weekly as needed, weather permitting.
- C) Keep in good repair fences, buildings, (excluding storage sheds) plumbing, bleachers, and irrigation equipment.
- D) Maintain the parking lot(s).
- E) Haul garbage twice a week during the course of the CMB season, as needed.
- F) Grade the field(s) once during the CMB season. (when applicable).
- G) Maintain field lights as needed. (when applicable)
- H) Paint field lines as needed. (when applicable)
- I) Pay sixty-five percent (65%) of actual electricity usage at the facility during the CMB season.
- J) Pay one hundred percent (100%) of water and sewer utilities for the facility during the CMB season.
- K) Properly clean facility restrooms Monday through Friday during the CMB season, excluding holidays.
- L) Consult with CMB during the planning and construction phases of any major renovation project for the facility that is funded by City.
- M) Provide support for projects that have been recommended for approval by the Board of Parks Commissioners and included in the City's budget after organization's complete submission of the Project Request Policy and Submittal Form.

- N) Provide forms to all coaches, umpires, league officials, board members, and maintenance staff for completion of background checks. Background checks will be conducted by City's park and recreation department.
- O) Pay for all background checks.
- P) Provide to CMB's officials, background check information that City believes to be detrimental to CMB's purpose. All other background checks will be kept confidential.

2. CMB HEREBY AGREES AS FOLLOWS:

- A) Pay City for rental of the concession facilities in accordance with City's current fee schedule. (when applicable)
- B) Pay City for weekend and holiday garbage pickup when requested by CMB in accordance with City's current fee schedule.
- C) Drag and mark the field(s). (when applicable)
- D) Provide all supplies for maintaining the field(s).
- E) Properly clean facility restrooms when used on weekends and holidays during the CMB season.
- F) Keep interior of the concession stand, press box, and storage areas clean at all times. (when applicable)
- G) Assume responsibility of determining whether the field(s) is playable.
- H) Provide light bulbs for concession stand and press box. (when applicable)
- I) Reimburse City thirty-five percent (35%) of actual electricity usage during the CMB season.
- J) Monitor facility area for trash each game day and deposit in proper receptacles. "Area" includes, but not limited to, fields, bleachers, under bleachers, concession stands, and parking areas.
- K) Receive proper approval for any improvements or changes to said facility from the park and recreation director, park superintendent, or Board of Parks Commissioners.
- L) Complete the Project Request Policy and Submittal Form for all proposed projects desired at the facility.
- M) Provide a list of present board members and one contact person, including telephone number and email address, to the park and recreation department for communication purposes throughout the year.

Agreement for Use of Municipal Property

This Use Agreement is made and entered into by and between the City of Columbus, Nebraska, a Municipal Corporation, hereinafter referred to as "City" and Columbus Youth Baseball League, hereinafter referred to as "CYBL".

WHEREAS, the Columbus Youth Baseball League, has proposed to provide recreational baseball at Centennial Park, herein after referred to as "facility" and has requested that City allow the use of this facility for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that City and CYBL will each provide the following services and perform the following acts as described below.

1. CITY HEREBY AGREES AS FOLLOWS:

- A) Provide use of Centennial Park baseball facility non-exclusively to CYBL for the period of March 1, 2024 through February 28, 2025 for the purpose of recreational baseball.
- B) Mow the fields once weekly as needed, weather permitting.
- C) Keep in good repair fences, buildings, (excluding storage sheds) plumbing, bleachers, and irrigation equipment.
- D) Maintain the parking lot(s).
- E) Haul garbage twice a week during the course of the CYBL season, as needed.
- F) Grade the field(s) once during the CYBL season. (when applicable).
- G) Maintain field lights as needed. (when applicable)
- H) Paint field lines as needed. (when applicable)
- I) Pay sixty-five percent (65%) of actual electricity usage at the facility during the CYBL season.
- J) Pay one hundred percent (100%) of water and sewer utilities for the facility during the CYBL season.
- K) Properly clean facility restrooms Monday through Friday during the CYBL season, excluding holidays.
- L) Consult with CYBL during the planning and construction phases of any major renovation project for the facility that is funded by City.
- M) Provide support for projects that have been recommended for approval by the Board of Parks Commissioners and included in the City's budget after organization's complete submission of the Project Request Policy and Submittal Form.

- N) Provide forms to all coaches, umpires, league officials, board members, and maintenance staff for completion of background checks. Background checks will be conducted by City's park and recreation department.
- O) Pay for all background checks.
- P) Provide to CYBL officials, background check information that City believes to be detrimental to CYBL purpose. All other background checks will be kept confidential.

2. CYBL HEREBY AGREES AS FOLLOWS:

- A) Pay City for rental of the concession facilities in accordance with City's current fee schedule. (when applicable)
- B) Pay City for weekend and holiday garbage pickup when requested by CYBL in accordance with City's current fee schedule.
- C) Drag and mark the field(s). (when applicable)
- D) Provide all supplies for maintaining the field(s).
- E) Properly clean facility restrooms when used on weekends and holidays during the CYBL season.
- F) Keep interior of the concession stand, press box, and storage areas clean at all times. (when applicable)
- G) Assume responsibility of determining whether the field(s) is playable.
- H) Provide light bulbs for concession stand and press box. (when applicable)
- I) Reimburse City thirty-five percent (35%) of actual electricity usage during the CYBL season.
- J) Monitor facility area for trash each game day and deposit in proper receptacles. "Area" includes, but not limited to, fields, bleachers, under bleachers, concession stands, and parking areas.
- K) Receive proper approval for any improvements or changes to said facility from the park and recreation director, park superintendent, or Board of Parks Commissioners.
- L) Complete the Project Request Policy and Submittal Form for all proposed projects desired at the facility.

- M) Provide a list of present board members and one contact person, including telephone number and email address, to the park and recreation department for communication purposes throughout the year.
- N) Provide to City a certificate of liability insurance prior the start of the CYBL season, in the minimum amounts of \$1,000,000 per occurrence, \$2,000,000, general aggregate, and liability coverage on all equipment and vehicle used to maintain the field(s). The City of Columbus does not provide any coverage for anything owned or placed at the facility by CYBL including the equipment or vehicles. **The City of Columbus, Nebraska must be listed as an additional insured on the policy and said certificate provided to City.** Insurance coverage must remain in effect throughout the entire CYBL season. By execution of this agreement CYBL agrees to indemnify and hold City harmless on any liability which City might incur as a result of CYBL's or its members' use of the facilities.
- O) If the provisions listed above are not met, said organization does not have City's permission to use the facility.
- P) CYBL agrees that all profits, after expenses, derived from the usage of Centennial Park, be utilized on improvements to the facility.
- Q) CYBL shall frequently inspect the facility and report to City any conditions which appear to create a danger to any participants or spectators.
- R) Have all coaches, umpires, league officials, board members, and maintenance staff complete background check forms and return to City's park and recreation department.

Executed by:

Columbus Youth Baseball League

 2/1/2024
 President Signature Date

STACY STEFFEN
 Printed Name

SSTEFFEN@FLEXCON.COM
 Email Address

402-750-9790
 Phone Number

CITY OF COLUMBUS, NEBRASKA

ATTEST:

 Mayor Date

 City Clerk

Agreement for Use of Municipal Property

This Use Agreement is made and entered into by and between the City of Columbus, Nebraska, a Municipal Corporation, hereinafter referred to as "City" and Columbus Youth Softball Association hereinafter referred to as "CYSA"

WHEREAS, the Columbus Youth Softball Association, has proposed to provide recreational softball at Bradshaw Park, herein after referred to as "facility" and has requested that City allow the use of this facility for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that City and CYSA will each provide the following services and perform the following acts as described below.

1. CITY HEREBY AGREES AS FOLLOWS:

- A) Provide use of Bradshaw Park non-exclusively to CYSA for the period of March 1, 2024 through February 28, 2025 for the purpose of recreational softball. CYSA will have priority usage during the CYSA season.
- B) Mow the fields once weekly as needed, weather permitting.
- C) Keep in good repair fences, buildings, (excluding storage sheds) plumbing, bleachers, and irrigation equipment.
- D) Maintain the parking lot(s).
- E) Haul garbage twice a week during the course of the CYSA season, as needed.
- F) Grade the field(s) once during the CYSA season. (when applicable).
- G) Maintain field lights as needed. (when applicable)
- H) Paint field lines as needed. (when applicable)
- I) Pay sixty-five percent (65%) of actual electricity usage at the facility during the CYSA season.
- J) Pay one hundred percent (100%) of water and sewer utilities for the facility during the CYSA season.
- K) Properly clean facility restrooms Monday through Friday during the CYSA season, excluding holidays.
- L) Consult with CYSA during the planning and construction phases of any major renovation project for the facility that is funded by City.
- M) Provide support for projects that have been recommended for approval by the Board of Parks Commissioners and included in the City's budget after organization's complete submission of the Project Request Policy and Submittal Form.

- N) Provide forms to all coaches, umpires, league officials, board members, and maintenance staff for completion of background checks. Background checks will be conducted by City's park and recreation department.
- O) Pay for all background checks.
- P) Provide to CYSA officials, background check information that City believes to be detrimental to CYSA purpose. All other background checks will be kept confidential.

2. CYSA HEREBY AGREES AS FOLLOWS:

- A) Pay City for rental of the concession facilities in accordance with City's current fee schedule. (when applicable)
- B) Pay City for weekend and holiday garbage pickup when requested by CYSA in accordance with City's current fee schedule.
- C) Drag and mark the field(s). (when applicable)
- D) Provide all supplies for maintaining the field(s).
- E) Properly clean facility restrooms when used on weekends and holidays during the CYSA season.
- F) Keep interior of the concession stand, press box, and storage areas clean at all times. (when applicable)
- G) Assume responsibility of determining whether the field(s) is playable.
- H) Provide light bulbs for concession stand and press box. (when applicable)
- I) Reimburse City thirty-five percent (35%) of actual electricity usage during the CYSA season.
- J) Monitor facility area for trash each game day and deposit in proper receptacles. "Area" includes, but not limited to, fields, bleachers, under bleachers, concession stands, and parking areas.
- K) Receive proper approval for any improvements or changes to said facility from the park and recreation director, park superintendent, or Board of Parks Commissioners.
- L) Complete the Project Request Policy and Submittal Form for all proposed projects desired at the facility.
- M) Provide a list of present board members and one contact person, including telephone number and email address, to the park and recreation department for communication purposes throughout the year.

- N) Provide to City a certificate of liability insurance prior the start of the CYSA season, in the minimum amounts of \$1,000,000 per occurrence, \$2,000,000, general aggregate, and liability coverage on all equipment and vehicle used to maintain the field(s). The City of Columbus does not provide any coverage for anything owned or placed at the facility by CYSA including the equipment or vehicles. **The City of Columbus, Nebraska must be listed as an additional insured on the policy and said certificate provided to City.** Insurance coverage must remain in effect throughout the entire CYSA season. By execution of this agreement CYSA agrees to indemnify and hold City harmless on any liability which City might incur as a result of CYSA's or its members' use of the facilities.
- O) If the provisions listed above are not met, said organization does not have City's permission to use the facility.
- P) CYSA agrees that all profits, after expenses, derived from the usage of Bradshaw Park, be utilized on improvements to the facility.
- Q) CYSA shall frequently inspect the facility and report to City any conditions which appear to create a danger to any participants or spectators.
- R) Have all coaches, umpires, league officials, board members, and maintenance staff complete background check forms and return to City's park and recreation department.

Executed by:

Columbus Youth Softball Association

Brent Johnston 1/15/24
 President Signature Date

Brent Johnston
 Printed Name

brent_johnston@bcd.com
 Email Address

402-910-8985
 Phone Number

CITY OF COLUMBUS, NEBRASKA

ATTEST:

 Mayor Date

 City Clerk

COLUMBUS SOCCER CLUB, INC.
2024 AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation in the State of Nebraska, and the Columbus Soccer Club, Inc., a non-profit corporation in the State of Nebraska, and hereby jointly and mutually agree as follows:

WHEREAS, Columbus Soccer Club, Inc., in coordination with AYSO and Columbus Adult Soccer League has proposed to provide soccer activities at Wilderness Park and has requested the City allow them the rights and uses of the facilities for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that the City will provide the following services and perform the following acts in consideration for the Columbus Soccer Club, Inc. providing the acts and performance of various duties as set forth in Section No. 2 below at Wilderness Park.

1. *The City of Columbus hereby agrees as follows:*

- A) To provide the soccer facilities at Wilderness Park non-exclusively to Columbus Soccer Club, Inc. commencing after the City Council approval and terminating February 28, 2025. Non-exclusively means that the City of Columbus holds the right to schedule any activity at Wilderness Park as long as it does not interfere with already scheduled games or marked fields and activities through the Columbus Soccer Club, Inc.
- B) To allow Columbus Soccer Club, Inc. the ability to charge AYSO, Adult Leagues, and High School soccer for use of Wilderness Park as set out in Section 2.
- C) To allow Columbus Soccer Club, Inc., to charge reasonable fees for the utilization of the Concession Stand at Wilderness Park.
- D) To allow Columbus Soccer Club, Inc., to promote Wilderness Park in efforts to obtain sponsorships to make improvements at the facilities.
- E) To mow the fields one to two weekly, weather permitting when and if needed.
- F) To keep in good repair fences, buildings, plumbing, bleachers, and irrigation equipment for the irrigation of the soccer fields.
- G) To maintain the parking lot.
- H) To dispose of garbage during the course of the soccer season (March through October), as needed during regular working hours.
- I) To pay the electric, water, and sewer bills at the Wilderness Park Soccer facility.
- J) To supply toilet paper and cleaning supplies to clean the restrooms Monday through Friday.
- K) To solicit input from the Columbus Soccer Club, Inc., for projects funded by the City during the planning and construction phases of any major field and concession renovation projects or additions.
- L) To consult with all parties prior to making any significant improvements or changes to Wilderness Park and its facilities.
- M) To provide support for those projects and improvements being done by Columbus Soccer Club, Inc. All projects and improvements must be approved and scheduled with the City prior to construction start.
- N) To provide forms for all coaches, referees, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.

- O) To pay for all background checks for city teams and organizations.
- P) To provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to Columbus Soccer Club, Inc., purpose.
- Q) To keep other background checks confidential.

2. Columbus Soccer Club, Inc., in consideration of the City performing the acts and providing the facilities as set forth in Section No. 1 above, hereby agrees to perform the following:

- A) As to AYSO and Columbus Adult Soccer League and the EPIC League:
 - a. To give priority usage to AYSO on Saturdays until 2:00 PM during their season between August 3rd-September 28th, 2024. Further, to allow AYSO the ability to conduct practices at Wilderness Park during its season.
 - b. To give priority usage on Sunday evenings to Adult Soccer League during their season that runs Mid July-Mid October 2024, with the exception of the Columbus Soccer Club Harvest tournament in October. Further, to allow the Adult Soccer League the ability to conduct practices at Wilderness during its season.
 - c. To give priority usage to the EPIC League (for disabled children and adults) during its season on the under eight fields on weeknights from 5:30 pm to roughly 8:30 pm during August and September.
 - d. All organizations must go through the Columbus Soccer Club, Inc.'s, President for field game and practice scheduling. Columbus Soccer Club has the right at its discretion to close the facility and/or cancel practices and games due to weather or field conditions or shall do so at the direction of the City of Columbus.
- B) To pay all expenses required herein, and other organization expenses, from the any collected revenues. The program expenses are estimated to be \$40,000 annually.
- C) To charge following to the organizations for use of Wilderness Park:
 - a. High School Soccer:
 - i. \$1,750 flat fee per high school if paid by March 15, 2024, or \$125 per Varsity and JV games at Wilderness Park.
 - b. Columbus Adult League Memorial Weekend Soccer Tournament:
 - i. \$35/games for 7v7 or 9v9 fields
 - ii. \$50/games for 11v11 fields
 - iii. Adult League will be responsible for finding their own referees and maintaining and cleaning the bathrooms during the tournament as city staff are not on site during the weekend. Trash cans also need to be emptied to the dumpsters throughout the weekend.
 - iv. The Columbus Adult League would need to work with the concession stand operator to utilize the concession stand. The operator is responsible for stocking the concession stand, and the adult league would receive a portion of the profit (25-35%) if they find volunteers to work it during the tournament.
 - c. Columbus Adult League (Fall-8 Weekends)
 - i. \$35 per game or practice for 7v7 or 9v9 fields
 - ii. \$50 per game or practice for 11v11 fields
 - iii. Any practice shall be coordinated with the Columbus Soccer Club, Inc., President prior to being conducted.

- iv. Columbus Soccer Club, Inc., shall set up and prep fields each week (field striping, goals, nets, etc.). The Columbus Adult Soccer League would need to work with the concession stand operator to utilize the concession stand. The operator is responsible for stocking the concession stand, and the adult league would receive a portion of the profit (25-35%) if they find volunteers to work it during their league.
- d. AYSO (Fall-8 Saturdays)
 - i. \$20 per game or practice for U6 and younger games.
 - ii. \$25 per game or practice for U8.
 - iii. \$35 per game or practice for U10 and above games.
 - iv. \$50 per game or practice for any division that plays on a full size 11x11 field.
 - v. Any practice shall be coordinated with the Columbus Soccer Club, Inc., President prior to being conducted.
 - vi. Columbus Soccer Club, Inc., shall set up and prop the fields each week (field striping, goals, nets).
 - vii. AYSO will have input on field selection and usage for games and practices for its season and AYSO shall sign off on the field map.
- e. EPIC League (Fall 4 weeknights)
 - i. There will be no fee charged to this organization.
 - ii. Any practice shall be coordinated with the Columbus Soccer Club, Inc., President prior to being conducted.
- D) To provide the City of Columbus-Parks and Recreation Department with up-to-date schedules of the daily activities/events at Wilderness Park. This schedule will include, but is not limited to: Columbus Soccer Club, Inc., practices/games/events/tournaments, AYSO practices/events/games, Columbus Adult Soccer League practices/games/events/tournaments, and all High School practices/games.
- E) To immediately adjust scheduling, and the frequency and intensity of use of Wilderness Park and its facilities according to directive of the City of Columbus. Columbus Soccer Club acknowledges that the City of Columbus has at any and all times the sole authority to dictate the play and intensity of use at Wilderness Park and its facilities and require these to be changed.
- F) To provide the City of Columbus with a Certificate of Liability upon execution of this Agreement. The amounts requested are \$1,000,000 per occurrence, \$2,000,000 general aggregate and liability coverage on all equipment and vehicle used to maintain the field(s). The City of Columbus does not provide any coverage for anything owned or placed at the facility by Columbus Soccer Club, Inc., AYSO or Columbus Adult Soccer League including the equipment or vehicles. Amounts of coverage are minimum amounts and can be greater. THE CITY OF COLUMBUS MUST BE LISTED AS AN ADDITIONAL INSURED ON SAID POLICY AND CERTIFICATE provided to the city. By the execution of this contract Columbus Soccer Club, Inc., agrees to indemnify and hold the city harmless on any liability which the city might incur as a result of Columbus Soccer Club, Inc., AYSO, Columbus Adult Soccer League, or its members, invitees, volunteers use of the facilities.
- G) All organizations utilizing Wilderness Park will provide the City of Columbus with liability insurance before Columbus Soccer Club, Inc.
- H) To prepare/mark the fields for all the organizations utilizing Wilderness Park and to make sure the organizations have access to Wilderness Park. Columbus

Soccer Club, Inc., is responsible for purchasing supplies, equipment, and paint to prepare the fields for activities.

- I) To oversee the daily operation of Wilderness Park and make sure the facility is in good condition. Will clean any trash left lying around the facility.
- J) To properly clean the restrooms and toilet facilities at Wilderness Park when there are events on the weekend. The City of Columbus is responsible for cleaning the restrooms during the week.
- K) To turn 'on & off' the 'caution' traffic light on 18th Avenue whenever there is an organized activity at Wilderness Park (Light switch is on the outside, south side of the pump house).
- L) To pay for Wilderness Park to be fertilized.
- M) To pay for overseeding and at a minimum of one field is to be overseeded.
- N) To pay for the upkeep and purchase of the soccer goals at Wilderness Park and these goals shall become the property of the City of Columbus.
- O) Columbus Soccer Club, Inc will dedicate \$5,000 of funds to making improvements (goals, benches, tables, signs, etc.) to Wilderness Park or as funds are available. This will not include the fertilizer/overseeding. Columbus Soccer Club, Inc., will consult with the City of Columbus before making any improvements. All such improvements made and purchases made by Columbus Soccer Club, Inc., shall become the property of the City of Columbus.
 - a. Columbus Soccer Club, Inc., shall first consult with the City of Columbus before making any improvements or changes to or at Wilderness Park. Columbus Soccer Club, Inc., and further acknowledges and agrees that the City of Columbus has final say on approval or disapproval of any such improvements or changes to or at Wilderness Park.
- P) To provide the City of Columbus with the Columbus Soccer Club, Inc., with its' organizational By-Laws.
- Q) To provide the City of Columbus with the meeting minutes report from each Columbus Soccer Club, Inc., Board Meeting.
- R) To provide the City of Columbus with a list of present Columbus Soccer Club, Inc., Board Members. Additionally, Columbus Soccer Club, Inc., will provide the city with contact information (name, phone number, and email address) of the Columbus Soccer Club, Inc., President and Field Coordinators as this will be the city's main point of contact for the Columbus Soccer Club, Inc.
- S) To inspect the facility and report to the City any conditions which appear to create a danger to either participants or spectators.
- T) Agrees that if the provisions that are listed above are not met, Columbus Soccer Club, Inc., does not have the City of Columbus' permission to use said facility.
- U) The Columbus Soccer Club, AYSO, and Columbus Adult Soccer League, in cooperation with the City of Columbus, will work together in a way so as to jointly oversee Wilderness Park. Each of these entities will have proper representation within the organization to protect priority usage of the soccer complex during each entity's regularly scheduled seasons as have been held at Wilderness Park for several years. Each entity will have an equal opportunity to schedule events, voice concerns, and suggest improvements needed for the soccer complex. The 2024 facility use agreement shall be between the City and Columbus Soccer Club, Inc., with all entities included as part of that organization. In the event the organizations cannot reach an agreement by December 1st, 2024, the City will explore other options for operation and oversight of Wilderness Park.

Executed by:

Columbus Soccer Club, Inc

Scott Jarecke 1/15/24
President Signature Date

Scott Jarecke
Printed Name

columbussoccerclubpresident@gmail.com
Email Address

(402) 276-1345
Phone Number

CITY OF COLUMBUS, NEBRASKA

ATTEST:

Mayor Date

City Clerk

4.E. Resolution No. R24-09 approving lease agreement with Loup River Public Power District for use of an "H" beacon for airport.

RESOLUTION NO. R24-09

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LEASE AGREEMENT WITH LOUP RIVER PUBLIC POWER DISTRICT FOR USE OF AN "H" BEACON FOR THE COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the Columbus Municipal Airport requires an "H" Beacon, and the City in the past has leased property from Loup River Public Power District for this purpose; and

WHEREAS, Loup River Public Power District is willing to continue leasing the same property to the City under the same terms.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the lease agreement with Loup River Public Power District for use of an "H" Beacon for the Columbus Municipal Airport, a copy of which is hereto attached and incorporated herein by this reference, is hereby approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM BY:

CITY ATTORNEY

LEASE AGREEMENT

This Agreement made this 5th day of February, 2024, by and between LOUP RIVER PUBLIC POWER DISTRICT, hereinafter called "Lessor" and the CITY OF COLUMBUS, hereinafter called "Lessee" for use of an "H" Beacon for the Columbus Municipal Airport.

In consideration of the mutual covenants herein contained the Lessor does hereby lease unto the Lessee, subject to existing agreements or easements, the following described real property, as shown on attached sketch and described as follows:

DESCRIPTION OF "H" BEACON MARKER SITE

A tract of land located in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 36, Township 18 North, Range 1 West of the 6th Principal Meridian, Platte County, Nebraska, more particularly described as beginning at a point on the north line of said Section 36, said point being 1518.8' east of the northwest corner of said Section 36; thence south at an interior angle of 90°-00', with the last described course, a distance of 83' to a point; thence east and parallel to the north line of said Section 36, a distance of 50' to a point; thence north at an interior angle of 90°-00' with the north line of said Section 36, a distance of 83', more or less, to a point on the north line of said Section 36; thence west along the north line of said Section 36, a distance of 50' to the point of beginning and containing 0.10 acres, more or less, including 33' x 50' county road right-of-way,

which Lessee agrees to pay lease amount of \$25.00 for the lease period beginning March 1, 2024, payable at the office of the Loup River Public Power District, Columbus, Nebraska. The term of this Agreement shall run year to year thereafter unless terminated by either party by giving the other party thirty (30) days advance notice.

It is expressly understood that the Lessee cannot assign or sublet the premises without written authority from the Lessor. The Lessee agrees upon the termination of this Lease to return the premises to the Lessor in substantially the same condition as it presently is or pay to the Lessor the reasonable costs to place it in substantially the same condition. The Lessee agrees to be responsible for the control of noxious weeds in the leased area.

The Lessee agrees that it will not make any use of the property that will be in violation of any lawful statutes, rules, or regulations promulgated by a governmental authority.

The Lessee agrees to hold the Lessor harmless from any and all liability arising out of the Lessee's occupation and use of said leased premises.

The Lessor retains the right to enter upon the said premises when necessary or useful in its operations.

The Lessee agrees that it will make no use of said premises that would interfere with operation and maintenance of the power distribution line now located on the premises.

The parties hereto respectfully bind themselves and their assigns to the faithful performance of the terms of this agreement.

IN WITNESS WHEREOF the parties hereto have caused their Corporate Seals to be affixed and these presents to be signed by their respective presidents the day and year first above written.

ATTEST:

CITY OF COLUMBUS
Lessee

By: _____
Mayor

ATTEST:

LOUP RIVER PUBLIC POWER DISTRICT
A Corporation, Lessor

By: _____
President/CEO

CONSENT

The Loup River Public Power District, pursuant to the terms of the Lease Agreement dated _____, 2024, wherein the Loup District is the Lessor and the City of Columbus is the Lessee, a copy of which is attached hereto, hereby consents to the sub-leasing of the tract described in said Lease to the Columbus Municipal Airport for the same terms and conditions set forth in said Lease.

ATTEST:

LOUP RIVER PUBLIC POWER DISTRICT
A Corporation, Lessor

By: _____
President/CEO

4.F. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02359 02/06/2024	911 CUSTOM LLC INVOICE	55243	SURVIVAL ARMOR - FULLER & MEISINGER	1,638.00	
			Total:	1,638.00	
			Net of 1 Invoices / 0 Checks	1,638.00	
00116	ACE HARDWARE & GARDEN CNT				
02/06/2024	INVOICE	200377/5	NUTS, BOLTS, SCREWS	4.64	
02/06/2024	INVOICE	200326/5	FLOUR 40W	33.98	
02/06/2024	INVOICE	200315/5	NUTS, BOLTS, SCREWS	40.99	
02/06/2024	INVOICE	200309/5	TUBE POLY	44.99	
02/06/2024	INVOICE	200308/5	NUTS, BOLTS, SCREWS, WIRE ROPE CLIP	4.07	
02/06/2024	INVOICE	200291/5	HINGED PLUG, PLUG GROUND PVC	8.58	
02/06/2024	INVOICE	200270/5	THERMOSTAT	33.99	
02/06/2024	INVOICE	200260/5	PETROLEUM JELLY	2.00	
02/06/2024	INVOICE	200257/5	ICE SCRAPER	24.99	
02/06/2024	INVOICE	200174/5	CARB & CHOKE CLEANER	11.95	
02/06/2024	INVOICE	200161/5	THERMOMETER, ANTI OXIDANT	45.97	
02/06/2024	INVOICE	200353/5	SPRAY PAINT	34.36	
02/06/2024	INVOICE	200359/5	CLUTCH CABLE, SPRAY PAINT	24.58	
02/06/2024	INVOICE	200455/5	FUSE AUTO ATC 25AMP, NUTS, BOLTS, SCREWS	26.08	
02/06/2024	INVOICE	200536/5	HOSE MENDER	17.98	
02/06/2024	INVOICE	200544/5	NUTS, BOLTS, SCREWS	5.17	
02/06/2024	INVOICE	200560/5	BRACKET, MAILBOX	51.57	
02/06/2024	INVOICE	200568/5	COBALT DRILL BITS	12.18	
02/06/2024	INVOICE	200595/5	NUTS, BOLTS, SCREWS	2.38	
02/06/2024	INVOICE	200606/5	NUTS, BOLTS, SCREWS	12.95	
02/06/2024	INVOICE	200646/5	HOSE CLAMP	6.44	
02/06/2024	INVOICE	200650/5	SPADE, D BATTERIES	40.98	
02/06/2024	INVOICE	200663/5	PADLOCK	23.99	
02/06/2024	INVOICE	200668/5	ANTI-SEIZE LUBE	16.99	
			Total:	531.80	
			Net of 24 Invoices / 0 Checks	531.80	
00180	ADVANCE AUTO PARTS				
02/06/2024	INVOICE	5606401761520	CARB-AVS	395.99	
02/06/2024	INVOICE	5606401761556	FUEL FILTER	27.98	
02/06/2024	INVOICE	5606401761543	FUEL FILTER	29.04	
02/06/2024	INVOICE	5606401261409	AIR FILTERS	50.36	
02/06/2024	INVOICE	5606401761521	HEADLAMP	15.04	
02/06/2024	INVOICE	5606401561425	FUEL	10.49	
02/06/2024	INVOICE	5606401261411	ALTERNATOR	231.87	
02/06/2024	INVOICE	5606400461222	14" TRICO REAR	8.70	
02/06/2024	INVOICE	5606401261405	22" & 21" XTRA CLEAR	93.73	
02/06/2024	INVOICE	5606401261408	SERP BELT, BELT TENSIONER	81.21	
02/06/2024	INVOICE	5606401261413	AIR FILTER	48.99	
02/06/2024	INVOICE	5606401261412	AIR FILTER	29.99	
02/06/2024	INVOICE	5606400561252	COLD COVER GRILL	95.45	
02/06/2024	INVOICE	5606401561446	AIR FILTER	111.28	
02/06/2024	INVOICE	5606401514658	FUEL SPIN-ON	42.69	
02/06/2024	INVOICE	5606400461205	FUEL/WATER SEPARATOR	103.56	
02/06/2024	INVOICE	5606400561227	STARTING FLUID	8.27	
02/06/2024	INVOICE	5606400561233	ROCKER ON OFF, GROMMET	17.51	
02/06/2024	INVOICE	5606336282059	CREDIT - BRK CAL, CORE	(98.09)	
			Total:	1,304.06	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 19 Invoices / 0 Checks	1,304.06	
11111 02/06/2024	AFFORDABLE OVERHEAD DOORS INVOICE	49368520	LABOR - R/R L5 POWER BOARD, LUBED 3 DOORS, :	355.50	
			Total:	355.50	
			Net of 1 Invoices / 0 Checks	355.50	
00102 02/06/2024	AG SPRAY EQUIPMENT INVOICE	766423	STUBBY VALVE, EPDM GASKET, MANIFOLD CLAMP	170.61	
02/06/2024	INVOICE	766422	POLY PUMP, MALE CAMLOCK	426.75	
02/06/2024	INVOICE	766144	STUBBY VALVE, MANIFOLD FLANGEBALL VALVE, BO'	180.40	
			Total:	777.76	
			Net of 3 Invoices / 0 Checks	777.76	
11115 02/06/2024	ALL SEASONS AESTHETICS LLC INVOICE	2.06.2024	CHRISTMAS LIGHTING FRANKFORT SQUARE	1,860.00	
			Total:	1,860.00	
			Net of 1 Invoices / 0 Checks	1,860.00	
01321 02/06/2024	ALL STAR AUTO GLASS INVOICE	WAS1042208	WINDSHIELD	322.95	
			Total:	322.95	
			Net of 1 Invoices / 0 Checks	322.95	
10561 02/06/2024	ARNOLD MOTOR SUPPLY INVOICE	78NV094282	2.5G DEF, RAVEN NITRILE	44.87	
02/06/2024	INVOICE	78NV093717	SEALED BEAM-STD HALOGEN	34.13	
02/06/2024	INVOICE	78CR010722	CREDIT - SEALED BEAM-STD HALOGEN	(19.89)	
02/06/2024	INVOICE	78NV093712	SEALED BEAM-STD HALOGEN	19.89	
02/06/2024	INVOICE	78NV093701	PERFECT VIEW	25.26	
02/06/2024	INVOICE	78NV093933	POWER SERVICE	51.98	
02/06/2024	INVOICE	78NV093663	POLLAK STARTER SOLENOID	37.10	
02/06/2024	INVOICE	78NV093741	POWER SERVICE	25.99	
02/06/2024	INVOICE	78NV093829	POWER SERVICE	77.97	
02/06/2024	INVOICE	78NV093879	POWER SERVICE	155.94	
02/06/2024	INVOICE	78NV093744	HYDRAULIC HOSE	96.21	
02/06/2024	INVOICE	78NV094031	STARTING FLUID	8.52	
02/06/2024	INVOICE	78NV093681	CABIN AIR FILTER	55.28	
02/06/2024	INVOICE	78NV093733	F/W SEPARATOR FILTER	43.92	
02/06/2024	INVOICE	78NV094182	WINDSHIELD DE-ICER	33.48	
02/06/2024	INVOICE	78NV095094	12V BATTERY	103.96	
			Total:	794.61	
			Net of 16 Invoices / 0 Checks	794.61	
00360 02/06/2024	ASCAP INVOICE	500580806	2024 BASE LICENSE FEE	434.00	
			Total:	434.00	
			Net of 1 Invoices / 0 Checks	434.00	
10264	ASSOCIATED FIRE PROTECTION				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/06/2024	INVOICE	97907	FA SYSTEM SERVICE SEMI ANNUAL INSPECTION, RI	531.94	
			Total:	531.94	
			Net of 1 Invoices / 0 Checks	531.94	
11112 02/06/2024	AUBURN MEMORIAL LIBRARY INVOICE	842878	REPLACEMENT COST - ILL #222462507	15.00	
			Total:	15.00	
			Net of 1 Invoices / 0 Checks	15.00	
02706 02/06/2024 02/06/2024	AXON ENTERPRISE INC. INVOICE INVOICE	INUS221262 INUS217343	AXON TASER 7 CATRIDGE TORQUE SCREWDRIVER, INTERCHANGEABLE BLADE	4,025.00 151.65	
			Total:	4,176.65	
			Net of 2 Invoices / 0 Checks	4,176.65	
02344 02/06/2024	BAIRD HOLM LLP INVOICE	309304	TAX INCREMENT FINANCE	535.50	
			Total:	535.50	
			Net of 1 Invoices / 0 Checks	535.50	
01244 02/06/2024	BENES SERVICE INVOICE	IN68472	CAP, GAS	71.10	
			Total:	71.10	
			Net of 1 Invoices / 0 Checks	71.10	
02555 02/06/2024	BGNE INC INVOICE	PI0117313	COOLANT/ANTIFREEZE GREEN	937.73	
			Total:	937.73	
			Net of 1 Invoices / 0 Checks	937.73	
03256 02/06/2024	BLACK HILLS ENERGY INVOICE	8743 6315 38	3RD PARTY DAMAGE - 1636 KEENE DR	463.01	
			Total:	463.01	
			Net of 1 Invoices / 0 Checks	463.01	
00917 02/06/2024 02/06/2024	BLACKSTONE PUBLISHING INVOICE INVOICE	2136463 2135233	CD'S CD'S	158.37 80.00	
			Total:	238.37	
			Net of 2 Invoices / 0 Checks	238.37	
01147 02/06/2024 02/06/2024 02/06/2024	BLACKSTRAP INC INVOICE INVOICE INVOICE	145573 145278 145774	ROAD SALT ROAD SALT ROAD SALT	1,734.00 1,864.90 1,922.70	
			Total:	5,521.60	
			Net of 3 Invoices / 0 Checks	5,521.60	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10348	BLUE TO GOLD LLC				
02/06/2024	INVOICE	BTG-CN-18092	ADVANCED CRIMINAL INVESTIGATIONS	225.00	
02/06/2024	INVOICE	BTG-CN-16160	ADVANCED CRIMINAL INVESTIGATIONS	225.00	
02/06/2024	INVOICE	BTG-CN-16901	CERTIFIED SEARCH & SEIZURE INSTRUCTOR	545.00	
02/06/2024	INVOICE	BTG-CN-17471	ADVANCED SEARD & SEIZURE, TRAFFIC STOPS, CR:	495.00	
			Total:	1,490.00	
			Net of 4 Invoices / 0 Checks	1,490.00	
01785	BOKF NA				
02/06/2024	INVOICE	COLUMBCOPR20	CERTIFICATES OF PARTICIPATION REFUNDING BONI	4,122.50	
02/06/2024	INVOICE	COLUMSTREV18	SALES TAX REVENUE BONDS (POLICE & FIRE PROJ)	233,768.75	
			Total:	237,891.25	
			Net of 2 Invoices / 0 Checks	237,891.25	
00337	BOMGAARS				
02/06/2024	INVOICE	35277015	BULK BOLTS	22.07	
02/06/2024	INVOICE	35282499	HOWE'S CONDITIONER	71.94	
02/06/2024	INVOICE	35275548	DIESEL FLUID EXHAUST	16.30	
02/06/2024	INVOICE	35268717	FASTENERS, LED LIGHT	11.76	
02/06/2024	INVOICE	35269340	WD-40, CLOTH, GATOR GRIP TAPE, SIMPLE GREEN	55.93	
02/06/2024	INVOICE	35270199	SEAT COVER, PLUG, NIPPLE, PRESSURE GAUGE, RI	42.45	
02/06/2024	INVOICE	35270206	SHOP LIGHT	29.99	
02/06/2024	INVOICE	35270688	GASKETS	9.73	
02/06/2024	INVOICE	35273320	ELBOW	11.99	
02/06/2024	INVOICE	35277918	WRENCH, IMP	249.99	
02/06/2024	INVOICE	35278438	FASTENERS	3.78	
02/06/2024	INVOICE	35278164	FASTENERS	5.58	
02/06/2024	INVOICE	35280228	BALL VALVE	87.98	
02/06/2024	INVOICE	35281515	MULTI TOOL, OSCILLATING SET & BLADE	209.97	
02/06/2024	INVOICE	35281516	CLOROX WIPES, LYSOL SPRAY	21.96	
02/06/2024	INVOICE	35283332	PACKAGED KEROSENE	179.97	
			Total:	1,031.39	
			Net of 16 Invoices / 0 Checks	1,031.39	
00240	BOUND TREE MEDICAL LLC				
02/06/2024	INVOICE	85219670	SMART CAPNOLINE, BANDAGE	1,132.98	
02/06/2024	INVOICE	85215805	SOFT STRETCHER	237.90	
02/06/2024	INVOICE	85215806	IV CELL, MED SLINGER, MEDICINE CELL, VIAL S'	1,567.31	
			Total:	2,938.19	
			Net of 3 Invoices / 0 Checks	2,938.19	
03018	BS&A SOFTWARE				
02/06/2024	INVOICE	151445	PAS, BUILDING ONLINE SERVICES, COMMUNITY DE'	7,545.00	
			Total:	7,545.00	
			Net of 1 Invoices / 0 Checks	7,545.00	
02979	CAPITAL BUSINESS SYSTEMS				
02/06/2024	INVOICE	1355235	COPIER CONTRACT	67.01	
			Total:	67.01	
			Net of 1 Invoices / 0 Checks	67.01	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10626	CAPITAL ONE - WALMART				
02/06/2024	INVOICE	673360493032158	HOPPES GM, GUN SCRUBBER, SHOOTING GLASS, HO:	140.38	
02/06/2024	INVOICE	784002761800497	GOPRO, CASE, GP 3WAY	467.86	
02/06/2024	INVOICE	984004594975165	INDEX CARDS, FACE TISSUE, TRASH BAGS	128.17	
			Total:	736.41	
			Net of 3 Invoices / 0 Checks	736.41	
10604	CASEY'S MAIL SERVICE LLC				
02/06/2024	INVOICE	3431	LIBRARY/MEDIA MAIL	710.64	
			Total:	710.64	
			Net of 1 Invoices / 0 Checks	710.64	
02551	CENTER FOR MUNICIPAL SOLUTIONS				
02/06/2024	INVOICE	58774-001	COLUMBUS NE CORNHUSKER PUBLIC POWER 23169 2:	475.00	
			Total:	475.00	
			Net of 1 Invoices / 0 Checks	475.00	
01209	CENTER POINT LARGE PRINT				
02/06/2024	INVOICE	2065422	MATERIALS	94.08	
			Total:	94.08	
			Net of 1 Invoices / 0 Checks	94.08	
10795	CHESTERMAN COMPANY				
02/06/2024	INVOICE	11305652	PEACE TEA	38.07	
			Total:	38.07	
			Net of 1 Invoices / 0 Checks	38.07	
02138	CHOPPERS COMPUTERS				
02/06/2024	INVOICE	748	REPAIR - IPAD AIR 5TH GEN SCREEN ASSEMBLY	300.00	
			Total:	300.00	
			Net of 1 Invoices / 0 Checks	300.00	
10642	CHROME N' STEEL TRUCK & TRAILER LLC				
02/06/2024	INVOICE	7533	AD-IP STYLE SIR DRYER CARTRIDGE	152.54	
			Total:	152.54	
			Net of 1 Invoices / 0 Checks	152.54	
02542	CNC REPAIR LLC				
02/06/2024	INVOICE	9009	LUBE OIL FILTER, WIPER BLADES, 4 HANKOOK TI	860.05	
			Total:	860.05	
			Net of 1 Invoices / 0 Checks	860.05	
03140	COLUMBUS AREA CHAMBER OF				
02/06/2024	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	880.00	
			Total:	880.00	
			Net of 1 Invoices / 0 Checks	880.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10829 02/06/2024	COLUMBUS BASEBALL ASSOC INC INVOICE	2.01.2024	SPONSORSHIP	350.00	
			Total:	350.00	
			Net of 1 Invoices / 0 Checks	350.00	
03141 02/06/2024	COLUMBUS COMMUNITY HOSPITAL INVOICE	10002274	PHARMACY, IV SOLUTIONS, SUPPLIES	1,092.51	
			Total:	1,092.51	
			Net of 1 Invoices / 0 Checks	1,092.51	
00497 02/06/2024	COLUMBUS HIGH SCHOOL INVOICE	COL PP TRK	FIBERGLASS TOE BOARD FOR SHOT PUT	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
03139 02/06/2024	COLUMBUS PLUMBING COMPANY INVOICE	22475	INSTALL VALVE	167.00	
			Total:	167.00	
			Net of 1 Invoices / 0 Checks	167.00	
11110 02/06/2024	COMMERCIAL AIR MANAGEMENT INC INVOICE	44286	FAN W/CURB ADAPTER	1,208.00	
			Total:	1,208.00	
			Net of 1 Invoices / 0 Checks	1,208.00	
01081 02/06/2024	CONSOLIDATED MANAGEMENT CO INVOICE	226578	MEALS - FULLER & MEISINGER	58.00	
02/06/2024	INVOICE	226628	MEALS - FULLER, MEISINGER & BLUNCK	191.65	
02/06/2024	INVOICE	226678	MEALS - FULLER, MEISINGER, BLUNCK	196.45	
02/06/2024	INVOICE	CMC-INV-2400266	MEALS - FULLER, MEISINGER	249.15	
			Total:	695.25	
			Net of 4 Invoices / 0 Checks	695.25	
01525 02/06/2024	CORNHUSKER MARRIOTT HOTEL INVOICE	9900	RICK BOGUS	116.00	
02/06/2024	INVOICE	10799	BRADEN LABANZ	116.00	
			Total:	232.00	
			Net of 2 Invoices / 0 Checks	232.00	
00469 02/06/2024	CREATIVE PRODUCT SOURCING INVOICE	156289	T-SHIRTS	1,028.28	
			Total:	1,028.28	
			Net of 1 Invoices / 0 Checks	1,028.28	
00270 02/06/2024	DANKO EMERGENCY EQUIPMENT INVOICE	133385	FERNO TRANSCEND STAIR CHAIR	9,999.00	
			Total:	9,999.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	9,999.00	
03279	DAS STATE ACCOUNTING				
02/06/2024	INVOICE	1409380	MONTHLY NETWORK CHARGES	1,356.79	
02/06/2024	INVOICE	1409330	MONTHLY NETWORK CHARGES	307.20	
			Total:	1,663.99	
			Net of 2 Invoices / 0 Checks	1,663.99	
11114	DEFENSE TECHNOLOGY LLC				
02/06/2024	INVOICE	124637	AEROSOL INSTRUCTOR - WOTIPKA, LOONTJER	450.00	
			Total:	450.00	
			Net of 1 Invoices / 0 Checks	450.00	
01753	DOERNEMANN FARM SERVICE INC				
02/06/2024	INVOICE	107543	3/4" X 2 WIRE HOSE, FITTING	93.38	
			Total:	93.38	
			Net of 1 Invoices / 0 Checks	93.38	
03158	EAKES OFFICE SOLUTIONS				
02/06/2024	INVOICE	8854838-2	HDM MEAL LABELS	42.29	
02/06/2024	INVOICE	8863036-0	DESKTOP CALCULATOR	104.03	
02/06/2024	INVOICE	8860056-0	IJ, HP CARTRIDGES	367.96	
02/06/2024	INVOICE	INV520308	COPIER CONTRACT	1,217.44	
02/06/2024	INVOICE	8867451-0	PERFED PAPER	659.40	
02/06/2024	INVOICE	8870321-0	TOWELS, TRASH BAGS, LINERS, BATH TISSUE	554.86	
02/06/2024	INVOICE	8870917-0	TONER	198.99	
02/06/2024	INVOICE	8872594-0	RIBBON	17.56	
02/06/2024	INVOICE	8872593-0	PROTECTOR SHEET	19.49	
			Total:	3,182.02	
			Net of 9 Invoices / 0 Checks	3,182.02	
02762	EDISON LIGHTING SUPPLY &				
02/06/2024	INVOICE	44359	24 - 5000K	709.80	
			Total:	709.80	
			Net of 1 Invoices / 0 Checks	709.80	
00191	ELECTRIC PUMP INC				
02/06/2024	INVOICE	0904569-IN	SUCTION FLANGE, O RING, WEAR PLATE, ADJUSTII	2,762.20	
			Total:	2,762.20	
			Net of 1 Invoices / 0 Checks	2,762.20	
02953	ELECTRONIC CONTRACTING CO.				
02/06/2024	INVOICE	52565	ADA WALL PLAQUE	42.90	
			Total:	42.90	
			Net of 1 Invoices / 0 Checks	42.90	
01597	ELECTRONIC ENGINEERING				
02/06/2024	INVOICE	853005218-1	SINGLE UNIT FAST CHARGER 115V	199.50	
02/06/2024	INVOICE	853005225-1	APX REMOTE SPEAKER MICROPHONE	120.60	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/06/2024	INVOICE	853005199-1	APX REMOTE SPEAKER MICROPHONE	438.40	
			Total:	758.50	
			Net of 3 Invoices / 0 Checks	758.50	
00285 02/06/2024	EVIDENT, INC INVOICE	237490A	SWABS	66.15	
			Total:	66.15	
			Net of 1 Invoices / 0 Checks	66.15	
00169 02/06/2024	FRONTIER INVOICE	40256277850209002	NWP 1/30/24 TO 2/29/24	94.36	
			Total:	94.36	
			Net of 1 Invoices / 0 Checks	94.36	
03172 02/06/2024	GALLS LLC INVOICE	026686612	MENS PDU SS TWILL CLASS A SHIRTS	169.08	
02/06/2024	INVOICE	026775008	5-IN-1 JACKET	245.84	
02/06/2024	INVOICE	026775891	MOLDED DUTY BELT	26.56	
			Total:	441.48	
			Net of 3 Invoices / 0 Checks	441.48	
00303 02/06/2024	GENE STEFFY FORD INVOICE	215052	LUB OIL FILTER VIN #6492	116.73	
02/06/2024	INVOICE	215517	LUBE OIL FILTER, AIR CLEANER, FUEL FILTERS	696.98	
			Total:	813.71	
			Net of 2 Invoices / 0 Checks	813.71	
00056 02/06/2024	GODFATHER'S PIZZA INVOICE	6311	PIZZA	223.69	
			Total:	223.69	
			Net of 1 Invoices / 0 Checks	223.69	
02594 02/06/2024	GREAT PLAINS BUILDING SUPPLY INVOICE	2401-522741	2X12-10 ACQ TREATED	36.45	
			Total:	36.45	
			Net of 1 Invoices / 0 Checks	36.45	
02075 02/06/2024	GREAT PLAINS COMMUNICATIONS INVOICE	125755 996-426-002	INTERNET 02/01 -02/29	199.95	
			Total:	199.95	
			Net of 1 Invoices / 0 Checks	199.95	
10556 02/06/2024	H2 EQUIPMENT LLC INVOICE	INV-2248	VEE PACKING, O RING	20.55	
02/06/2024	INVOICE	INV-2322	WIPER SEAL, USEAL	58.22	
02/06/2024	INVOICE	INV-2325	VEE PACKING	19.62	
			Total:	98.39	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 3 Invoices / 0 Checks	98.39	
00272 02/06/2024	HAWKINS INC INVOICE	6672346	CHEMICALS	6,152.40	
			Total:	6,152.40	
			Net of 1 Invoices / 0 Checks	6,152.40	
00150 02/06/2024	HOMETOWN LEASING INVOICE	17	COPIER LEASE PAYMENT	175.00	
			Total:	175.00	
			Net of 1 Invoices / 0 Checks	175.00	
00247 02/06/2024	HUMPHREY DEMOCRAT INVOICE	LIBRARY	1 YEAR NEWSPAPER SUBSCRIPTION	30.00	
			Total:	30.00	
			Net of 1 Invoices / 0 Checks	30.00	
03194 02/06/2024	INGRAM LIBRARY SERVICES, INC INVOICE	79429008	MATERIALS	29.09	
02/06/2024	INVOICE	79480446	MATERIALS	311.15	
02/06/2024	INVOICE	79546987	MATERIALS	20.06	
02/06/2024	INVOICE	79557497	MATERIALS	40.40	
02/06/2024	INVOICE	79650826	MATERIALS	27.51	
02/06/2024	INVOICE	79665429	MATERIALS	58.38	
02/06/2024	INVOICE	79703450	MATERIALS	654.70	
02/06/2024	INVOICE	79733665	MATERIALS	38.47	
02/06/2024	INVOICE	79800216	MATERIALS	681.37	
02/06/2024	INVOICE	79395027	MATERIALS	690.25	
02/06/2024	INVOICE	79776075	MATERIALS	95.26	
02/06/2024	INVOICE	79819126	MATERIALS	32.40	
02/06/2024	INVOICE	79881974	MATERIALS	24.98	
02/06/2024	INVOICE	79903324	MATERIALS	33.37	
02/06/2024	INVOICE	79929133	MATERIALS	27.82	
02/06/2024	INVOICE	79969585	MATERIALS	26.23	
02/06/2024	INVOICE	80029878	MATERIALS	54.03	
02/06/2024	INVOICE	79550523	CREDIT	(10.50)	
			Total:	2,834.97	
			Net of 18 Invoices / 0 Checks	2,834.97	
02653 02/06/2024	INTERNATIONAL ASSOCIATION OF INVOICE	0206826	SESSIONS - FIRST LINE LEADERSHIP	2,600.00	
			Total:	2,600.00	
			Net of 1 Invoices / 0 Checks	2,600.00	
02554 02/06/2024	INTERSTATE BATTERY SYSTEM INVOICE	360001496	2 - 31-MHD	283.90	
			Total:	283.90	
			Net of 1 Invoices / 0 Checks	283.90	
03199	JACKSON SERVICES INC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/06/2024	INVOICE	5219100	UNIFORMS	25.56	
02/06/2024	INVOICE	5219097	BAR MOPS, MICROFIBER TOWEL, APRONS	50.72	
02/06/2024	INVOICE	5219101	UNIFORMS	73.42	
02/06/2024	INVOICE	5216685	MATS, SHOP TOWELS, UNIFORMS	286.61	
02/06/2024	INVOICE	5187624	UNIFORMS	27.15	
02/06/2024	INVOICE	5187622	UNIFORMS	99.20	
02/06/2024	INVOICE	5187623	MAT, BAR TOWELS, SHOP TOWELS	24.15	
02/06/2024	INVOICE	5191038	SOAP	26.00	
02/06/2024	INVOICE	5187612	UNIFORMS	135.60	
02/06/2024	INVOICE	5216697	UNIFORMS	26.52	
02/06/2024	INVOICE	5216696	MOPS, MATS, POLISH TOWEL, SHOP TOWEL	55.31	
02/06/2024	INVOICE	5216695	MATS, BAR TOWELS, SHOP TOWELS	33.83	
02/06/2024	INVOICE	5216694	UNIFORMS	93.18	
02/06/2024	INVOICE	5216686	UNIFORMS	134.97	
02/06/2024	INVOICE	5216693	MATS, ROLLER TOWELS, UNIFORMS	143.38	
02/06/2024	INVOICE	5206818	SHOP TOWELS, UNIFORMS	251.12	
02/06/2024	INVOICE	5211782	UNIFORMS	242.90	
02/06/2024	INVOICE	5209856	UNIFORMS	25.65	
02/06/2024	INVOICE	5209853	BAR MOP, MICROFIBER TOWEL, APRONS	50.81	
02/06/2024	INVOICE	5214805	UNIFORMS	25.60	
02/06/2024	INVOICE	5214797	MATS	63.81	
02/06/2024	INVOICE	5214101	MATS, MOPS, POLISH TOWELS, WINDSHIELD WIPE,	133.55	
02/06/2024	INVOICE	5211793	UNIFORMS	26.57	
02/06/2024	INVOICE	5211792	MAT	2.92	
02/06/2024	INVOICE	5211791	UNIFORMS	93.23	
02/06/2024	INVOICE	5211790	UNIFORMS	109.57	
02/06/2024	INVOICE	5211783	UNIFORMS	135.02	
02/06/2024	INVOICE	5209858	MAT	24.79	
02/06/2024	INVOICE	5209857	UNIFORMS	73.52	
02/06/2024	INVOICE	5214806	UNIFORMS	73.47	
02/06/2024	INVOICE	5221023	UNIFORMS	26.48	
02/06/2024	INVOICE	5221022	MAT	2.92	
02/06/2024	INVOICE	5221013	UNIFORMS	134.93	
02/06/2024	INVOICE	5221021	UNIFORMS	93.14	
02/06/2024	INVOICE	5221020	UNIFORMS	109.48	
02/06/2024	INVOICE	5221012	UNIFORMS	242.81	
02/06/2024	INVOICE	5223429	MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPES,	133.49	
			Total:	3,311.38	
			Net of 37 Invoices / 0 Checks	3,311.38	
00532	JEO CONSULTING GROUP INC				
02/06/2024	INVOICE	148029	FLOOD MITIGATION & RESILIENCY PLAN	3,341.40	
02/06/2024	INVOICE	147965	STORM WATER TREATMENT FACILITY BANK STUDY 20	3,863.75	
			Total:	7,205.15	
			Net of 2 Invoices / 0 Checks	7,205.15	
00523	JOHN DEERE FINANCIAL				
02/06/2024	INVOICE	4111624	HY-GARD OIL, PLUS-50 II OIL	4,275.59	
			Total:	4,275.59	
			Net of 1 Invoices / 0 Checks	4,275.59	
02595	K & S TOOL SERVICE				
02/06/2024	INVOICE	125708	REPAIR	130.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	130.99	
			Net of 1 Invoices / 0 Checks	130.99	
11113 02/06/2024	KAPELS THOMAS INVOICE	1.17.2024	REIMBURSEMENT - MEALS BACK FLOW CLASS	96.54	
			Total:	96.54	
			Net of 1 Invoices / 0 Checks	96.54	
11117 02/06/2024	KCWH INVOICE	3249832-1	OUR TOWN COLUMBUS - KCWH	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
03202 02/06/2024	KELLY SUPPLY COMPANY INVOICE	S12291531-1	2 PVC BUTTERFLY CHECK VALVE FLANGED FKM	906.23	
02/06/2024	INVOICE	S12291842-0	BRASS COUP, PIPE NIPPLE, HACKSAW FRAME	38.49	
02/06/2024	INVOICE	R12510696-0	RETURN - BALL VALVE	(312.14)	
02/06/2024	INVOICE	S12291783-0	300FT CLEAN MASTER, GATES STEM, 3/8 HOSE, S'	198.95	
02/06/2024	INVOICE	S12291662-0	PVC COUP S X S	16.08	
02/06/2024	INVOICE	S12291605-0	PLASTIC PIPE, ELL S X S, MALE ADPT, BALL VA:	130.07	
02/06/2024	INVOICE	S12291531-0	BALL VALVE	312.14	
02/06/2024	INVOICE	S12291414-0	BALL VALVE, BALL VALVE SOCKET, TEE, PLASTIC	91.92	
02/06/2024	INVOICE	S12291619-0	PLANT MASTER PLUS, HOSE BARB, CLAMP	68.18	
			Total:	1,449.92	
			Net of 9 Invoices / 0 Checks	1,449.92	
10417 02/06/2024	KIDWELL INC. INVOICE	238106	CHARLIE LOUIS FIRE STATION PA SYSTEM	1,102.10	
			Total:	1,102.10	
			Net of 1 Invoices / 0 Checks	1,102.10	
11047 02/06/2024	KINGS III OF AMERICA LLC INVOICE	2635969	VIDEO MONITORING, ELEVATOR PHONES	280.50	
			Total:	280.50	
			Net of 1 Invoices / 0 Checks	280.50	
03206 02/06/2024	KOCH EXCAVATING CO INC INVOICE	34345	TRUCKS TO HAUL SNOW - 30.50 HOURS	3,812.50	
			Total:	3,812.50	
			Net of 1 Invoices / 0 Checks	3,812.50	
00471 02/06/2024	KOLN INVOICE	3249801-1	OUR TOWN COLUMBUS	1,420.00	
02/06/2024	INVOICE	3249852-1	OUR TOWN COLUMBUS- IKOLN	350.00	
			Total:	1,770.00	
			Net of 2 Invoices / 0 Checks	1,770.00	
10247 02/06/2024	LABORDE, ADAM INVOICE	GISLAB-0003	GIS SUPPORT SERVICES - DECEMBER 2023	1,000.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
01183	LARM (LEAGUE ASSOCIATION OF				
02/06/2024	INVOICE	109447	ENDORSEMENT #20	70.70	
02/06/2024	INVOICE	109415	ENDORSEMENT #17	1,533.94	
			Total:	1,604.64	
			Net of 2 Invoices / 0 Checks	1,604.64	
MISC	LAURA GRAY				
02/06/2024	INVOICE	01/25/2024	UB refund for account: 400-62930-00	22.31	
			Total:	22.31	
			Net of 1 Invoices / 0 Checks	22.31	
02596	LAWSON PRODUCTS				
02/06/2024	INVOICE	9311254348	3/8X2 INSULFORMST	54.80	
02/06/2024	INVOICE	9311216601	SELF DRILL SCREW, CUT OFF WHEEL, CROSS LINK	290.64	
			Total:	345.44	
			Net of 2 Invoices / 0 Checks	345.44	
03210	LEAGUE OF NEBR MUNICIPALITIES				
02/06/2024	INVOICE	2024	2024 MIDWINTER CONFERENCE - KELLI KEYS	455.00	
02/06/2024	INVOICE	2024	2024 MIDWINTER CONFERENCE - PRENT ROTH	455.00	
02/06/2024	INVOICE	2024	2024 MIDWINTER CONFERENCE - RON SCHILLING	455.00	
02/06/2024	INVOICE	2024	2024 MIDWINTER CONFERENCE - JAMES BULKLEY	455.00	
			Total:	1,820.00	
			Net of 4 Invoices / 0 Checks	1,820.00	
10378	LIGHT AND SIREN				
02/06/2024	INVOICE	16761	TM100 TRAFFIC CONTROLLER	403.00	
			Total:	403.00	
			Net of 1 Invoices / 0 Checks	403.00	
00103	LINCOLN JOURNAL STAR				
02/06/2024	INVOICE	118-60106294	ADVERTISING	1,203.62	
02/06/2024	INVOICE	118-60003415	MEETING NOTICES, ORDINANCES	863.62	
02/06/2024	INVOICE	118-90058220	ADVERTISING	483.00	
			Total:	2,550.24	
			Net of 3 Invoices / 0 Checks	2,550.24	
00822	LINCOLN WINWATER WORKS				
02/06/2024	INVOICE	09931801	DRESSER COUPLINGS & REP CLAMPS	2,800.95	
			Total:	2,800.95	
			Net of 1 Invoices / 0 Checks	2,800.95	
03217	MAILBOX				
02/06/2024	INVOICE	117568	NEBRASKA PUBLIC HEALTH	12.54	
02/06/2024	INVOICE	117580	NEBRASKA PUBLIC HEALTH	12.54	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/06/2024	INVOICE	117671	NEBRASKA PUBLIC HEALTH	12.75	
02/06/2024	INVOICE	117501	STANDARD & ASSOCIATES	118.82	
02/06/2024	INVOICE	117589	KER CUSTOM MOLDERS INC	81.03	
Total:				237.68	
Net of 5 Invoices / 0 Checks				237.68	
03212	MATHESON-LINWELD				
02/06/2024	INVOICE	0029037042	AR 75 CO2 CYL	99.07	
Total:				99.07	
Net of 1 Invoices / 0 Checks				99.07	
11005	MCMILL CPA PC				
02/06/2024	INVOICE	91399	APPRAISAL SERVICES - JOHNSON DEVELOPEMENT Li	2,000.00	
Total:				2,000.00	
Net of 1 Invoices / 0 Checks				2,000.00	
10692	MEDLINE INDUSTRIES INC				
02/06/2024	INVOICE	2302804932	MICRO-KILL GERM WIPE, IV START KIT	329.30	
02/06/2024	INVOICE	2302323101	KIT - UMBILIBAL SISSORS, CAP, BLANKET	394.15	
Total:				723.45	
Net of 2 Invoices / 0 Checks				723.45	
03220	MENARDS				
02/06/2024	INVOICE	99849	TERRY TOWEL, KITCHEN BRUSH, SOFTSOAP, DAWN,	69.57	
02/06/2024	INVOICE	99983	MAG TORPEDO, 21OZ FRAM, 3 BUTTON TRANSMITTEI	288.76	
02/06/2024	INVOICE	99969	SPLASH, RAIN-X, CORNER BRACE	59.88	
02/06/2024	INVOICE	99959	DAP SILICONE	7.49	
02/06/2024	INVOICE	99982	SPLASH ULTIMATE PURPLE	28.08	
02/06/2024	INVOICE	106	LUGS, HUMIDIFIER, PITCHER, WATER TREATMENT,	250.50	
02/06/2024	INVOICE	480	SPREADER, SAND IN TUBE, ICE MELT	135.62	
02/06/2024	INVOICE	367	SWAGING TOOL, CUPS, 2 GAL PAIL	45.17	
02/06/2024	INVOICE	366	HUMIDIFIER	42.74	
02/06/2024	INVOICE	360	1X6-4' BOARD, SPRAY PAINT	77.54	
02/06/2024	INVOICE	313	64OZ DIESEL 911, ICE SCRAPER, DIESEL CONDIT	89.29	
02/06/2024	INVOICE	294	COFFEE FILTERS, BATH TOWELS, SPREED BREW	202.14	
02/06/2024	INVOICE	259	SHOVEL	9.99	
02/06/2024	INVOICE	264	SHOVEL, BRAID CORD, CLOTHS, TOWELS, DAWN, C	98.76	
02/06/2024	INVOICE	258	BLOW OFF DUSTER, CONTACT CLEANER, TARP	58.27	
02/06/2024	INVOICE	234	AIR FILTERS	175.78	
02/06/2024	INVOICE	606	LP TANK EXCHANGE	19.92	
02/06/2024	INVOICE	651	DIESEL CONDITIONER	71.94	
02/06/2024	INVOICE	649	RETRUN - TRIGGER TORCH KIT	(37.99)	
02/06/2024	INVOICE	590	AIR BRAKE ANTIFREEZE, TORCH KIT, LP HEATER,	420.58	
02/06/2024	INVOICE	594	LEAN HEAT 1 GALLON	119.92	
02/06/2024	INVOICE	591	30K TANKTOP HEATER, LP TANK	39.77	
02/06/2024	INVOICE	548	2 - KEROSENE HTRS, 2 1/2 GAL KEROSENE	884.83	
02/06/2024	INVOICE	747	BOUNTY, DIESEL CONDITIONER, 16OZ SEAFOAM, S	100.39	
Total:				3,258.94	
Net of 24 Invoices / 0 Checks				3,258.94	
03222	MID-AMERICAN RESEARCH				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/06/2024	INVOICE	0809111-IN	MELT-A-WAY 50# PAIL	124.00	
02/06/2024	INVOICE	0808439-IN	LEMON DISINFECTANT	165.80	
02/06/2024	INVOICE	0809562-IN	KRYSTAL KLEAR, POOL STABILIZER	4,182.25	
02/06/2024	INVOICE	0809565-IN	BIG BAD ORANGE FLOOR CLEANER, DRAIN CLEANER,	574.00	
Total:				5,046.05	
Net of 4 Invoices / 0 Checks				5,046.05	
03226	MIDWEST SERVICE & SALES CO				
02/06/2024	INVOICE	0034939	SEFC W/CARBIDE IN, GUIDE MARKER KIT, PLOW B	3,521.85	
02/06/2024	INVOICE	0034942	HINIKER POLY DEFLECTOR 8'	197.55	
02/06/2024	INVOICE	0034941	HINIKER COIL ASSY 10V	67.50	
02/06/2024	INVOICE	0034940	HINIKER CURB GUARD, DOUBLE BEVEL CURVE HEAT	4,090.00	
02/06/2024	INVOICE	0034926	SUPERIOR GUIDE MARKER KIT	233.75	
02/06/2024	INVOICE	0035013	SEFC W/CARBIDE INS, SHIELD & POLY BUSHING	4,567.50	
02/06/2024	INVOICE	0035011	3/4X5X3' 5/8 DOUB;E BEVEL CURVE HEAT TREAT	2,765.10	
02/06/2024	INVOICE	0034876	DBL BEVEL CURVE HEAT TREATED CARBIDE, STRAI	5,257.90	
02/06/2024	INVOICE	0034870	PLOW MARKER	46.75	
Total:				20,747.90	
Net of 9 Invoices / 0 Checks				20,747.90	
00487	MIDWEST TAPE LLC				
02/06/2024	INVOICE	504877524	MATERIALS	120.70	
02/06/2024	INVOICE	504937238	DVD'S	20.98	
02/06/2024	INVOICE	504909865	DVD	105.70	
02/06/2024	INVOICE	504970966	DVD'S	32.98	
Total:				280.36	
Net of 4 Invoices / 0 Checks				280.36	
03227	MIDWEST TURF & IRRIGATION				
02/06/2024	INVOICE	3923127-00	GASKET - ROCKER	93.46	
02/06/2024	INVOICE	3923127-01	SEAT ASM	275.55	
Total:				369.01	
Net of 2 Invoices / 0 Checks				369.01	
00463	MIKE'S TOWING				
02/06/2024	INVOICE	24-0117-156	TOWING	184.00	
Total:				184.00	
Net of 1 Invoices / 0 Checks				184.00	
03230	MOTION INDUSTRIES INC				
02/06/2024	INVOICE	NE07-00501685	ELECTRIC MOTOR	1,732.67	
Total:				1,732.67	
Net of 1 Invoices / 0 Checks				1,732.67	
02622	MOTOROLA SOLUTIONS INC.				
02/06/2024	INVOICE	1187114379	25% OF THE SYSTEM CONTRACT	146,750.00	
02/06/2024	INVOICE	8281782757	ADD: VHF 136-174 MHZ, DIGITAL CONVENTIONAL :	15,712.50	
02/06/2024	INVOICE	8281785813	ADD: 2 GPW HW KIT, VHF 136-174 MHZ, DUPLEXE	18,622.50	
02/06/2024	INVOICE	8281782397	ADD: VHF 136-174 MHZ, DUPLEXER, BR PRESELEC	18,022.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	199,107.50	
			Net of 4 Invoices / 0 Checks	199,107.50	
00210 02/06/2024	MUNICIPAL PIPE TOOL CO LLC INVOICE	34243	KIT, SPARE TRK	493.15	
			Total:	493.15	
			Net of 1 Invoices / 0 Checks	493.15	
10225 02/06/2024	NAPA AUTO PARTS OF COLUMBUS INVOICE	740221	LED BULB	55.36	
			Total:	55.36	
			Net of 1 Invoices / 0 Checks	55.36	
00239 02/06/2024 02/06/2024	NEBRASKA HARVESTORE SYSTEMS INVOICE INVOICE	19199 19240	GLASS DOOR, SEAL DOOR SCREW, SPRING, PIVOT, PIN, WEDGE ASSY	368.84 286.00	
			Total:	654.84	
			Net of 2 Invoices / 0 Checks	654.84	
00382 02/06/2024	NEBRASKA IAI INVOICE	1.29.2024	2024 NE IAI CONFERENCE	225.00	
			Total:	225.00	
			Net of 1 Invoices / 0 Checks	225.00	
03233 02/06/2024	NEBRASKA LAW ENFORCEMENT INVOICE	13150	KYLE BLUNCK TUITION - DEFENSIVE TACTICS INS'	240.00	
			Total:	240.00	
			Net of 1 Invoices / 0 Checks	240.00	
00444 02/06/2024 02/06/2024	NEBRASKA PUBLIC HEALTH INVOICE INVOICE	573697 573372	WATER TESTING BLOOD ALCOHOL	442.00 105.00	
			Total:	547.00	
			Net of 2 Invoices / 0 Checks	547.00	
03089 02/06/2024	NEBRASKA REGIONAL INTEROP NTWK INVOICE	016-2024	2024 ANNUAL DUES	5,400.00	
			Total:	5,400.00	
			Net of 1 Invoices / 0 Checks	5,400.00	
03246 02/06/2024 02/06/2024 02/06/2024	NORTHEAST NEBRASKA ECONOMIC INVOICE INVOICE INVOICE	25124 25167 25154	CDBG DHA REUSE DECEMBER 2023 ADMIN SERVICES DHA TRUST REUSE DECEMBER 2023 ADMIN SERVICE: CDBG REHAB REUSE DECEMBER 2023 ADMIN SERVICE:	63.75 21.25 21.25	
			Total:	106.25	
			Net of 3 Invoices / 0 Checks	106.25	
03248	NOVICKI FIRE PREVENTION SERVC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/06/2024	INVOICE	001-24	YEARLY INSPECTION	284.00	
			Total:	284.00	
			Net of 1 Invoices / 0 Checks	284.00	
11116 02/06/2024	NSNB INVOICE	3249819-1	OUR TOWN COLUMBUS - NSNB	125.00	
			Total:	125.00	
			Net of 1 Invoices / 0 Checks	125.00	
00358 02/06/2024	OBRIST & CO INC INVOICE	14604	SERVICE CALL-ADJUST WATER ON STOOL	75.00	
			Total:	75.00	
			Net of 1 Invoices / 0 Checks	75.00	
03249 02/06/2024	OCCUPATIONAL HEALTH SERV INVOICE	4279	COLLECTION & TESTING	109.00	
02/06/2024	INVOICE	4405	COLLECTION & TESTING	207.00	
02/06/2024	INVOICE	4235	COLLECTION & TESTING	109.00	
			Total:	425.00	
			Net of 3 Invoices / 0 Checks	425.00	
00176 02/06/2024	O'REILLY AUTOMOTIVE INC INVOICE	0681-262673	WINDOW HANDLE, INT DR HANDLE, OIL FILTER	60.82	
02/06/2024	INVOICE	0681-262336	DRIP TRAY	25.98	
02/06/2024	INVOICE	0681-258938	FUSE HOLDER	27.96	
02/06/2024	INVOICE	0681-258528	IDLER PULLEY	26.37	
02/06/2024	INVOICE	0681-260179	JB WELD STICK	9.99	
02/06/2024	INVOICE	0681-259377	FUSE HOLDER, MINI FUSE	14.97	
02/06/2024	INVOICE	0681-260791	TOW STRAP, RC STRAP	72.98	
02/06/2024	INVOICE	0681-260735	FUEL FILTER	7.58	
02/06/2024	INVOICE	0681-260416	WIPER BLADES	71.76	
02/06/2024	INVOICE	0681-260424	AIR FILTER	24.20	
02/06/2024	INVOICE	0681-260711	DEICER	43.89	
02/06/2024	INVOICE	0681-261172	11OZ LUBRICANT, CHAIN LUBE	39.96	
02/06/2024	INVOICE	0681-261056	FUEL/WTR SEP	24.80	
			Total:	451.26	
			Net of 13 Invoices / 0 Checks	451.26	
03010 02/06/2024	PACE ANALYTICAL SERVICES LLC INVOICE	246020063	WATER TESTING	1,146.40	
			Total:	1,146.40	
			Net of 1 Invoices / 0 Checks	1,146.40	
00455 02/06/2024	PAYROLLORG INVOICE	353533	MEMBERSHIP	299.00	
			Total:	299.00	
			Net of 1 Invoices / 0 Checks	299.00	
00345	PETE LIEN & SONS INC.				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/06/2024	INVOICE	CD99137744	QUICKLIME FINES	7,174.45	
			Total:	7,174.45	
			Net of 1 Invoices / 0 Checks	7,174.45	
03258	PETTY CASH				
02/06/2024	INVOICE	881663	ABATEMENT LIENS	70.00	
02/06/2024	INVOICE	1.29.2024	PETTY CASH	180.63	
			Total:	250.63	
			Net of 2 Invoices / 0 Checks	250.63	
10350	POSITIVE CONCEPTS/ATPI				
02/06/2024	INVOICE	0248679-IN	POS THERMAL	456.54	
			Total:	456.54	
			Net of 1 Invoices / 0 Checks	456.54	
02926	POWER TECH LLC				
02/06/2024	INVOICE	W75429	REPLACED BLOCK HEATER	144.42	
02/06/2024	INVOICE	W75428	REPLACED AIR FILTER	53.21	
			Total:	197.63	
			Net of 2 Invoices / 0 Checks	197.63	
03261	PRESTOX				
02/06/2024	INVOICE	56193437	PEST CONTROL - 4630 HOWARD BLVD	62.24	
02/06/2024	INVOICE	56193436	PEST CONTROL - 424 E 8TH ST	59.80	
			Total:	122.04	
			Net of 2 Invoices / 0 Checks	122.04	
00575	PRODUCTIVITY PLUS ACCT-TITAN				
02/06/2024	INVOICE	19155224	GLASS RH	316.96	
02/06/2024	INVOICE	19160840	HANDLE, SHIM, BUMPER	61.00	
02/06/2024	INVOICE	19160856	FREIGHT	13.81	
02/06/2024	INVOICE	1.09.2024	REAP THE REWARDS DEC 2023	(0.25)	
02/06/2024	INVOICE	12.08.2023	REAP THE REWARDS NOV 2023	(7.23)	
			Total:	384.29	
			Net of 5 Invoices / 0 Checks	384.29	
10361	QUADIENT FINANCE USA, INC.				
02/06/2024	INVOICE	1.10.2024	POSTAGE	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
03163	RENSENHOUSE				
02/06/2024	INVOICE	1145-1019813	250V RK1 TD FUSE	103.16	
02/06/2024	INVOICE	1145-1020038	VAPOR TITE FIXTURE	263.89	
02/06/2024	INVOICE	1145-1020024	MASTIC PAD, 45W MED BASE FOLD OUT LAMP	140.97	
			Total:	508.02	
			Net of 3 Invoices / 0 Checks	508.02	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03012 02/06/2024	RIEDMILLER THOMAS R INVOICE	1.24.2024	CDL RENEWAL	31.00	
			Total:	31.00	
			Net of 1 Invoices / 0 Checks	31.00	
10872 02/06/2024	RIVERSIDE PORTABLES LLC INVOICE	I4124	PORTABLE RESTROOM - FIRE TRAINING TOWER	95.00	
			Total:	95.00	
			Net of 1 Invoices / 0 Checks	95.00	
10643 02/06/2024 02/06/2024	RUTT'S HEATING & A/C INC INVOICE INVOICE	11882 11859	FURNACE KEEPS TRIPPING WEST UNIT NO HEAT IN LIVING QUARTERS	195.00 975.00	
			Total:	1,170.00	
			Net of 2 Invoices / 0 Checks	1,170.00	
01596 02/06/2024	RVW INC INVOICE	13079	2024 FIBER PROJECT ASSISTANCE	340.00	
			Total:	340.00	
			Net of 1 Invoices / 0 Checks	340.00	
10503 02/06/2024	SCHUYLER RUBBER CO INC. INVOICE	31359	2 - MODEL 911T BIAS 60"	2,977.72	
			Total:	2,977.72	
			Net of 1 Invoices / 0 Checks	2,977.72	
00465 02/06/2024 02/06/2024 02/06/2024	SERVICEMASTER BY SHEVLIN INVOICE INVOICE INVOICE	10714 10718 10722	MONTHLY JANITORIAL SERVICES MONTHLY JANITORIAL SERVICES MONTHLY JANITORIAL SERVICES	3,850.00 6,980.00 2,485.00	
			Total:	13,315.00	
			Net of 3 Invoices / 0 Checks	13,315.00	
02308 02/06/2024	SERVICEMASTER CLEANING & INVOICE	7076	WATER LOSS MITIGATION	5,841.47	
			Total:	5,841.47	
			Net of 1 Invoices / 0 Checks	5,841.47	
01090 02/06/2024 02/06/2024 02/06/2024 02/06/2024 02/06/2024 02/06/2024	SHEVLIN SUPPLY INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	7219 7189 7188 7176 7175 7208	KLEENEX LINERS, BATH TISSUE, M/F TOWELS, HAND SOAP LINERS, BATH TISSUE, M/F TOWELS, HAND SOAP M/F TOWELS WHITE CENTER PULL TOWELS, KITCHEN ROLL TOWEL, LIN LINERS	59.92 149.50 149.50 112.59 337.77 28.30	
			Total:	837.58	
			Net of 6 Invoices / 0 Checks	837.58	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01394 02/06/2024	SIRIUS COMPUTER SOLUTIONS INC. INVOICE	INV-000992024	LIBRARY LAN/DMZ NETWORK	2,844.00	
			Total:	2,844.00	
			Net of 1 Invoices / 0 Checks	2,844.00	
01926 02/06/2024	SMITH FERTILIZER GRAIN INVOICE	4008297	BEET	7,538.11	
			Total:	7,538.11	
			Net of 1 Invoices / 0 Checks	7,538.11	
03280 02/06/2024	STATE OF NEBR DEPT OF REVENUE INVOICE	1312024UTILITY	SALES TAX - JANUARY 2024 UTILITY	47,824.01	
02/06/2024	INVOICE	1312024POOLS	SALES TAX - JANUARY 2024 POOLS	364.89	
02/06/2024	INVOICE	1312024GOLF	SALES TAX - JANUARY 2024 GOLF	564.11	
			Total:	48,753.01	
			Net of 3 Invoices / 0 Checks	48,753.01	
02204 02/06/2024	STRYKER SALES LLC INVOICE	9205371048	LUCAS POWER SUPPLY WITH CORD	409.34	
			Total:	409.34	
			Net of 1 Invoices / 0 Checks	409.34	
02183 02/06/2024	SUNBELT RENTALS INC INVOICE	149253919	TRACK SKIDSTEER RENTAL	1,156.11	
			Total:	1,156.11	
			Net of 1 Invoices / 0 Checks	1,156.11	
00105 02/06/2024	SUPER SAVER INVOICE	124473	GROCERIES	2.48	
02/06/2024	INVOICE	124682	GROCERIES, SANDWICH BAGS	28.13	
			Total:	30.61	
			Net of 2 Invoices / 0 Checks	30.61	
00313 02/06/2024	T-BONE FUEL DELIVERY INVOICE	961	FUEL	2,975.55	
02/06/2024	INVOICE	960	FUEL	4,947.57	
			Total:	7,923.12	
			Net of 2 Invoices / 0 Checks	7,923.12	
10997 02/06/2024	T-BONE PD LLC INVOICE	5816	PROPANE	72.58	
			Total:	72.58	
			Net of 1 Invoices / 0 Checks	72.58	
10271 02/06/2024	THE HOME DEPOT PRO INVOICE	787298835	FILTERS 20X24X4	155.83	
			Total:	155.83	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	155.83	
03128	TIRE OUTLET INC				
02/06/2024	INVOICE	250148	REPAIR	20.00	
02/06/2024	INVOICE	250164	2 - TIRE REPAIRS	35.00	
02/06/2024	INVOICE	250183	REPAIR	15.00	
02/06/2024	INVOICE	249738	8 - PATCHES	100.00	
			Total:	170.00	
			Net of 4 Invoices / 0 Checks	170.00	
00550	TRUCK CENTER COMPANIES				
02/06/2024	INVOICE	XA111036424:01	CA-DEP TANK EXTENDED	39.10	
02/06/2024	INVOICE	XA111036182:01	FUEL FILTER CARTRIDGE	103.74	
02/06/2024	INVOICE	XA111036176:01	ELEMENT FILTER	482.58	
02/06/2024	INVOICE	XA111036158:01	CLIP RETAINER	26.34	
02/06/2024	INVOICE	XA111036553:01	CREDIT - ELEMENT FILTER ENGINE AIR	(482.58)	
02/06/2024	INVOICE	XA111036276:01	FUEL FILTER ELEMENT, WINTER THAW	45.91	
02/06/2024	INVOICE	XA111036359:01	TANK - SURGE	429.61	
			Total:	644.70	
			Net of 7 Invoices / 0 Checks	644.70	
11068	TRUE AG & TURF LLC				
02/06/2024	INVOICE	P00382	60 HEAVY CON	3.99	
			Total:	3.99	
			Net of 1 Invoices / 0 Checks	3.99	
00357	TURFWERKS				
02/06/2024	INVOICE	OI55758	HY CLY, REAR AXLE, WASHERS, BRACKET, ROLLER	588.16	
			Total:	588.16	
			Net of 1 Invoices / 0 Checks	588.16	
10298	TY'S OUTDOOR POWER & SERVICE				
02/06/2024	INVOICE	265141	MOTOR KIT 12V	384.49	
02/06/2024	INVOICE	264671	SPINNER, 12 IN	176.97	
			Total:	561.46	
			Net of 2 Invoices / 0 Checks	561.46	
00289	UNION PACIFIC RAILROAD CO				
02/06/2024	INVOICE	90131832	DOT #815711X 15TH ST PRELIMINARY ENGINEERIN	2,276.67	
			Total:	2,276.67	
			Net of 1 Invoices / 0 Checks	2,276.67	
00664	UTILITY SERVICE CO INC				
02/06/2024	INVOICE	596151	596152, 596153, 596154 QUARTERLY TANK & TOWI	20,622.32	
			Total:	20,622.32	
			Net of 1 Invoices / 0 Checks	20,622.32	
02235	VAN DIEST HEATING & AIR LLC				
02/06/2024	INVOICE	4783	REPLACE THERMOSTAT IN MIXING BUILDING	265.31	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/06/2024	INVOICE	4797	SERVICE ON RADIANT HEATER	503.29	
02/06/2024	INVOICE	4804	CHANGED CONTROL CENTER & REPLACED THERMOSTA'	483.00	
			Total:	1,251.60	
			Net of 3 Invoices / 0 Checks	1,251.60	
02045	VAN WALL EQUIPMENT INC				
02/06/2024	INVOICE	6116999	REEL SERVICE JOHN DEERE 7500	4,268.26	
			Total:	4,268.26	
			Net of 1 Invoices / 0 Checks	4,268.26	
01181	VERIZON WIRELESS				
02/06/2024	INVOICE	9955272219	CELL PHONE DEC 27 - JAN 26	2,423.90	
02/06/2024	INVOICE	9953464136	CELL PHONE DEC 06 - JAN 05	840.21	
			Total:	3,264.11	
			Net of 2 Invoices / 0 Checks	3,264.11	
			invoices and 0 checks for 145 vendors:	729,924.98	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
96813	PETE LIEN & SONS INC.	01/09/2024	02/06/2024	7,174.45	7,174.45	Open	N
96863	DANKO EMERGENCY EQUIPMENT	01/18/2024	02/06/2024	9,999.00	9,999.00	Open	N
96898	NEBRASKA REGIONAL INTEROP NTWK	01/09/2024	02/06/2024	5,400.00	5,400.00	Open	N
96936	MIDWEST SERVICE & SALES CO	01/17/2024	02/06/2024	5,257.90	5,257.90	Open	N
96938	BS&A SOFTWARE	02/01/2024	02/06/2024	7,545.00	7,545.00	Open	N
97043	HAWKINS INC	01/23/2024	02/06/2024	6,152.40	6,152.40	Open	N
97081	SMITH FERTILIZER GRAIN	01/19/2024	02/06/2024	7,538.11	7,538.11	Open	N
97127	SERVICEMASTER CLEANING &	01/25/2024	02/06/2024	5,841.47	5,841.47	Open	N
97137	SERVICEMASTER BY SHEVLIN	02/01/2024	02/06/2024	6,980.00	6,980.00	Open	N
# of Invoices:	9	# Due:	9	Totals:	61,888.33	61,888.33	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					61,888.33	61,888.33	

--- TOTALS BY FUND ---

100 - GENERAL FUND	24,524.00	24,524.00
200 - STREETS/ENGINEERING	12,516.51	12,516.51
205 - AIRPORT	5,841.47	5,841.47
220 - COMMUNICATIONS - E911	5,400.00	5,400.00
500 - UTILITY SERVICE	7,453.95	7,453.95
520 - WATER	6,152.40	6,152.40

--- TOTALS BY DEPT/ACTIVITY ---

121 - RESCUE	9,999.00	9,999.00
130 - LIBRARY	6,980.00	6,980.00
145 - COMMUNITY DEVELOPMENT	7,545.00	7,545.00
200 - STREETS	12,516.51	12,516.51
205 - AIRPORT	5,841.47	5,841.47
220 - E911	5,400.00	5,400.00
501 - WASTEWATER TREATMENT FAC	7,453.95	7,453.95
520 - WATER	6,152.40	6,152.40

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 02/06/2024 - 02/06/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-53200	PROFESSIONAL SERVICES	BAIRD HOLM LLP	TAX INCREMENT FINANCE	535.50	
100-100-53200	PROFESSIONAL SERVICES	KCWH	OUR TOWN COLUMBUS - KCWH	100.00	
100-100-53200	PROFESSIONAL SERVICES	KOLN	OUR TOWN COLUMBUS	1,770.00	
100-100-53200	PROFESSIONAL SERVICES	MCMILL CPA PC	APPRAISAL SERVICES - JOHNSON DEVELOPEME	2,000.00	
100-100-53200	PROFESSIONAL SERVICES	NSNB	OUR TOWN COLUMBUS - NSNB	125.00	
100-100-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - DECEMBER 2023	150.00	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	63.81	
100-100-54310	BUILDING MAINTENANCE	KINGS III OF AMERICA LLC	VIDEO MONITORING, ELEVATOR PHONES	280.50	
100-100-55500	PUBLICATIONS AND NOTICES	LINCOLN JOURNAL STAR	MEETING NOTICES, ORDINANCES	476.35	
100-100-55900	MISCELLANEOUS	PETTY CASH	ABATEMENT LIENS	70.00	
100-100-56010	SUPPLIES	MENARDS	LUGS, HUMIDIFIER, PITCHER, WATER TREATM	338.41	
100-100-56010	SUPPLIES	SHEVLIN SUPPLY	LINERS, BATH TISSUE, M/F TOWELS, HAND S	149.50	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	IJ, HP CARTRIDGES	385.52	
100-100-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	3,850.00	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT FINANCE USA, INC.	POSTAGE	1,000.00	
100-100-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	337.30	
100-100-56410	BOOKS AND PUBLICATIONS	ASCAP	2024 BASE LICENSE FEE	434.00	
100-100-57200-20003	CAPITAL-LAND & BUILDINGS	JEO CONSULTING GROUP INC	FLOOD MITIGATION & RESILIENCY PLAN	3,341.40	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	ELECTRONIC CONTRACTING CO.	ADA WALL PLAQUE	21.45	
100-100-57510-19009	CAPITAL-EQUIPMENT	RVW INC	2024 FIBER PROJECT ASSISTANCE	340.00	
Total For Dept 100 GENERAL ADMINISTRATION				15,768.74	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	109.00	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	24.79	
100-102-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	42.88	
Total For Dept 102 COLUMBUS AREA TRANSIT				176.67	
Dept 103 COLUMBUS SENIOR CENTER					
100-103-56010-III-C	SUPPLIES	EAKES OFFICE SOLUTIONS	HDM MEAL LABELS	42.29	
100-103-56010-III-C	SUPPLIES	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWEL, APRONS	47.97	
100-103-56010-III-C	SUPPLIES	SUPER SAVER	GROCERIES, SANDWICH BAGS	8.72	
100-103-56030-III-B	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	BIG BAD ORANGE FLOOR CLEANER, DRAIN CLE	287.00	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWEL, APRONS	53.56	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	BIG BAD ORANGE FLOOR CLEANER, DRAIN CLE	287.00	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES	21.89	
Total For Dept 103 COLUMBUS SENIOR CENTER				748.43	
Dept 105 FINANCE					
100-105-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	128.64	
100-105-56650	MEMBERSHIP DUES	PAYROLLORG	MEMBERSHIP	299.00	
Total For Dept 105 FINANCE				427.64	
Dept 106 CITY CLERK					
100-106-52700	TRAINING AND TUITION	LEAGUE OF NEBR MUNICIPALIT	2024 MIDWINTER CONFERENCE - KELLI KEYS	455.00	
Total For Dept 106 CITY CLERK				455.00	
Dept 107 MAYOR/COUNCIL					
100-107-52700	TRAINING AND TUITION	LEAGUE OF NEBR MUNICIPALIT	2024 MIDWINTER CONFERENCE - PRENT ROTH	1,365.00	
Total For Dept 107 MAYOR/COUNCIL				1,365.00	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	BLUE TO GOLD LLC	ADVANCED SEARD & SEIZURE, TRAFFIC STOP	1,490.00	

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	CAPITAL ONE - WALMART	HOPPE GM, GUN SCRUBBER, SHOOTING GLASS	127.88	
100-110-52700	TRAINING AND TUITION	CONSOLIDATED MANAGEMENT CO	MEALS - FULLER, MEISINGER, BLUNCK	695.25	
100-110-52700	TRAINING AND TUITION	DEFENSE TECHNOLOGY LLC	AEROSOL INSTRUCTOR - WOTIPKA, LOONTJER	450.00	
100-110-52700	TRAINING AND TUITION	INTERNATIONAL ASSOCIATION	SESSIONS - FIRST LINE LEADERSHIP	2,600.00	
100-110-52700	TRAINING AND TUITION	NEBRASKA IAI	2024 NE IAI CONFERENCE	225.00	
100-110-52700	TRAINING AND TUITION	NEBRASKA LAW ENFORCEMENT	KYLE BLUNCK TUITION - DEFENSIVE TACTICS	240.00	
100-110-52700	TRAINING AND TUITION	PETTY CASH	PETTY CASH	101.83	
100-110-52800	UNIFORMS	GALLS LLC	MENS PDU SS TWILL CLASS A SHIRTS	441.48	
100-110-53200	PROFESSIONAL SERVICES	NEBRASKA PUBLIC HEALTH	BLOOD ALCOHOL	105.00	
100-110-53200	PROFESSIONAL SERVICES	OCCUPATIONAL HEALTH SERV	COLLECTION & TESTING	316.00	
100-110-54310	BUILDING MAINTENANCE	CAPITAL ONE - WALMART	HOPPE GM, GUN SCRUBBER, SHOOTING GLASS	16.14	
100-110-54310	BUILDING MAINTENANCE	MENARDS	SPREADER, SAND IN TUBE, ICE MELT	135.62	
100-110-54310	BUILDING MAINTENANCE	OBRIST & CO INC	SERVICE CALL-ADJUST WATER ON STOOL	75.00	
100-110-54320	EQUIPMENT MAINTENANCE	ELECTRONIC ENGINEERING	SINGLE UNIT FAST CHARGER 115V	758.50	
100-110-54330	VEHICLE MAINTENANCE	ALL STAR AUTO GLASS	WINDSHIELD	322.95	
100-110-54380	MAINTENANCE AGREEMENTS	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	307.20	
100-110-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #17	662.44	
100-110-56010	SUPPLIES	CAPITAL ONE - WALMART	INDEX CARDS, FACE TISSUE, TRASH BAGS	105.13	
100-110-56010	SUPPLIES	EVIDENT, INC	SWABS	66.15	
100-110-56010	SUPPLIES	SHEVLIN SUPPLY	M/F TOWELS WHITE	112.59	
100-110-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	INDEX CARDS, FACE TISSUE, TRASH BAGS	19.40	
100-110-56020	OFFICE SUPPLIES	POSITIVE CONCEPTS/ATPI	POS THERMAL	456.54	
100-110-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	2,485.00	
100-110-56040	POSTAGE AND FREIGHT	MAILBOX	STANDARD & ASSOCIATES	118.82	
100-110-56040	POSTAGE AND FREIGHT	PETTY CASH	PETTY CASH	78.80	
100-110-56150	D.A.R.E. EXPENSE	CREATIVE PRODUCT SOURCING	T-SHIRTS	1,028.28	
100-110-56190-20015	PERSONAL PROTECTIVE SUPP	911 CUSTOM LLC	SURVIVAL ARMOR - FULLER & MEISINGER	1,638.00	
100-110-56190-20018	PERSONAL PROTECTIVE SUPP	AXON ENTERPRISE INC.	AXON TASER 7 CATRIDGE	4,176.65	
100-110-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 06 - JAN 05	840.21	
Total For Dept 110 POLICE				20,195.86	
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	RIVERSIDE PORTABLES LLC	PORTABLE RESTROOM - FIRE TRAINING TOWEF	95.00	
100-120-53400	COMPUTER SUPPORT/MAINT	CHOPPERS COMPUTERS	REPAIR - IPAD AIR 5TH GEN SCREEN ASSEME	150.00	
100-120-54310	BUILDING MAINTENANCE	AFFORDABLE OVERHEAD DOORS	LABOR - R/R L5 POWER BOARD, LUBED 3 DOC	177.75	
100-120-54310	BUILDING MAINTENANCE	KELLY SUPPLY COMPANY	300FT CLEAN MASTER, GATES STEM, 3/8 HOS	99.47	
100-120-54310	BUILDING MAINTENANCE	MENARDS	LEAN HEAT 1 GALLON	531.86	
100-120-54310	BUILDING MAINTENANCE	O'REILLY AUTOMOTIVE INC	DRIP TRAY	12.99	
100-120-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	61.02	
100-120-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	FURNACE KEEPS TRIPPING WEST UNIT	585.00	
100-120-54310	BUILDING MAINTENANCE	THE HOME DEPOT PRO	FILTERS 20X24X4	77.92	
100-120-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	BRASS COUP, PIPE NIPPLE, HACKSAW FRAME	38.49	
100-120-54320	EQUIPMENT MAINTENANCE	KIDWELL INC.	CHARLIE LOUIS FIRE STATION PA SYSTEM	1,102.10	
100-120-54330	VEHICLE MAINTENANCE	BOMGAARS	HOWE'S CONDITIONER	44.12	
100-120-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	LUB OIL FILTER VIN #6492	58.37	
100-120-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #17	(53.34)	
100-120-56010	SUPPLIES	CAPITAL ONE - WALMART	GOPRO, CASE, GP 3WAY	467.86	
100-120-56010	SUPPLIES	MENARDS	COFFEE FILTERS, BATH TOWELS, SPREED BRE	202.14	
100-120-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	33.50	
100-120-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	87.50	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MOPS, MATS, POLISH TOWEL, SHOP TOWEL	161.19	
100-120-56030	CLEANING SUPPLIES/SERVICE	MENARDS	TERRY TOWEL, KITCHEN BRUSH, SOFTSOAP, I	54.69	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 120 FIRE					
Total For Dept 120 FIRE				3,987.63	
Dept 121 RESCUE					
100-121-53400	COMPUTER SUPPORT/MAINT	CHOPPERS COMPUTERS	REPAIR - IPAD AIR 5TH GEN SCREEN ASSEME	150.00	
100-121-54310	BUILDING MAINTENANCE	AFFORDABLE OVERHEAD DOORS	LABOR - R/R L5 POWER BOARD, LUBED 3 DOC	177.75	
100-121-54310	BUILDING MAINTENANCE	KELLY SUPPLY COMPANY	300FT CLEAN MASTER, GATES STEM, 3/8 HOE	99.48	
100-121-54310	BUILDING MAINTENANCE	MENARDS	LEAN HEAT 1 GALLON	531.86	
100-121-54310	BUILDING MAINTENANCE	O'REILLY AUTOMOTIVE INC	DRIP TRAY	12.99	
100-121-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	61.02	
100-121-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	FURNACE KEEPS TRIPPING WEST UNIT	585.00	
100-121-54310	BUILDING MAINTENANCE	THE HOME DEPOT PRO	FILTERS 20X24X4	77.91	
100-121-54330	VEHICLE MAINTENANCE	BOMGAARS	HOWE'S CONDITIONER	44.12	
100-121-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	LUBE OIL FILTER, AIR CLEANER, FUEL FILT	755.34	
100-121-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	PADLOCK	23.99	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	SMART CAPNOLINE, BANDAGE	2,700.29	
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPITAL	PHARMACY, IV SOLUTIONS, SUPPLIES	1,092.51	
100-121-56010	SUPPLIES	MEDLINE INDUSTRIES INC	MICRO-KILL GERM WIPE, IV START KIT	507.43	
100-121-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	33.51	
100-121-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	87.50	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MOPS, MATS, POLISH TOWEL, SHOP TOWEL	161.16	
100-121-56030	CLEANING SUPPLIES/SERVICE	MEDLINE INDUSTRIES INC	MICRO-KILL GERM WIPE, IV START KIT	216.02	
100-121-56030	CLEANING SUPPLIES/SERVICE	MENARDS	TERRY TOWEL, KITCHEN BRUSH, SOFTSOAP, I	54.67	
100-121-56190	PERSONAL PROTECTIVE SUPP	BOUND TREE MEDICAL LLC	SOFT STRETCHER	237.90	
100-121-57520-24008	CAPITAL-VEHICLES	DANKO EMERGENCY EQUIPMENT	FERNO TRANSCEND STAIR CHAIR	9,999.00	
100-121-57520-24008	CAPITAL-VEHICLES	STRYKER SALES LLC	LUCAS POWER SUPPLY WITH CORD	409.34	
Total For Dept 121 RESCUE				18,018.79	
Dept 130 LIBRARY					
100-130-53400-PATRN	COMPUTER SUPPORT/MAINT	SIRIUS COMPUTER SOLUTIONS	LIBRARY LAN/DMZ NETWORK	2,844.00	
100-130-53400-PCLAB	COMPUTER SUPPORT/MAINT	EAKES OFFICE SOLUTIONS	TONER	198.99	
100-130-55400	ADVERTISING AND PROMOTION	LINCOLN JOURNAL STAR	ADVERTISING	1,203.62	
100-130-56010-BUILD	SUPPLIES	SHEVLIN SUPPLY	KLEENEX	209.42	
100-130-56010-MTRLS	SUPPLIES	MID-AMERICAN RESEARCH	LEMON DISINFECTANT	165.80	
100-130-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	6,980.00	
100-130-56040-ILILO	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	LIBRARY/MEDIA MAIL	710.64	
100-130-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	42.88	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	INTERNET 02/01 -02/29	199.95	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD'S	238.37	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	CENTER POINT LARGE PRINT	MATERIALS	94.08	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	867.22	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVD'S	280.36	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	712.52	
100-130-56410-REPLC	BOOKS AND PUBLICATIONS	AUBURN MEMORIAL LIBRARY	REPLACEMENT COST - ILL #222462507	15.00	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	HUMPHREY DEMOCRAT	1 YEAR NEWSPAPER SUBSCRIPTION	30.00	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	1,255.23	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	ELECTRONIC CONTRACTING CO.	ADA WALL PLAQUE	21.45	
Total For Dept 130 LIBRARY				16,069.53	
Dept 140 CEMETERY					
100-140-52710	EMPLOYEE RECRUITMENT/RETENTION	RIEDMILLER THOMAS R	CDL RENEWAL	31.00	
100-140-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	SPADE, D BATTERIES	40.98	
100-140-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	42.88	
Total For Dept 140 CEMETERY				114.86	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 145 COMMUNITY DEVELOPMENT					
100-145-53200	PROFESSIONAL SERVICES	CENTER FOR MUNICIPAL SOLU	COLUMBUS NE CORNHUSKER PUBLIC POWER 231	475.00	
100-145-53400	COMPUTER SUPPORT/MAINT	BS&A SOFTWARE	PAS, BUILDING ONLINE SERVICES, COMMUNI	7,545.00	
100-145-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - DECEMBER 2023	100.00	
100-145-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #17	(321.87)	
100-145-55500	PUBLICATIONS AND NOTICES	LINCOLN JOURNAL STAR	MEETING NOTICES, ORDINANCES	387.27	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PROTECTOR SHEET	19.49	
100-145-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	300.16	
Total For Dept 145 COMMUNITY DEVELOPMENT				8,505.05	
Dept 150 PARKS					
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	76.81	
100-150-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - DECEMBER 2023	100.00	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	THERMOSTAT	122.56	
100-150-54310	BUILDING MAINTENANCE	GREAT PLAINS BUILDING SUPE	2X12-10 ACQ TREATED	36.45	
100-150-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	FUSE AUTO ATC 25AMP, NUTS, BOLTS, SCREW	55.02	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	POLLAK STARTER SOLENOID	141.36	
100-150-54320	EQUIPMENT MAINTENANCE	COLUMBUS HIGH SCHOOL	FIBERGLASS TOE BOARD FOR SHOT PUT	90.00	
100-150-54320	EQUIPMENT MAINTENANCE	H2 EQUIPMENT LLC	VEE PACKING	19.62	
100-150-54320	EQUIPMENT MAINTENANCE	MIDWEST SERVICE & SALES C	HINIKER POLY DEFLECTOR 8'	311.80	
100-150-54320	EQUIPMENT MAINTENANCE	TURFWERKS	HY CLY, REAR AXLE, WASHERS, BRACKET, RC	588.16	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	12V BATTERY	103.96	
100-150-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	15.00	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	AG SPRAY EQUIPMENT	POLY PUMP, MALE CAMLOCK	426.75	
100-150-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #17	128.36	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	86.18	
100-150-56010	SUPPLIES	MATHESON-LINWELD	AR 75 CO2 CYL	99.07	
100-150-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	205.79	
Total For Dept 150 PARKS				2,606.89	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-54310	BUILDING MAINTENANCE	COMMERCIAL AIR MANAGEMENT	FAN W/CURB ADAPTER	1,208.00	
100-151-56060	CHEMICALS	MID-AMERICAN RESEARCH	KRYSTAL KLEAR, POOL STABILIZER	4,182.25	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				5,390.25	
Dept 152 AQUATIC CENTER POOL					
100-152-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	FLOUR 40W	33.98	
100-152-54310	BUILDING MAINTENANCE	MENARDS	DAP SILICONE	7.49	
100-152-54310	BUILDING MAINTENANCE	RENSENHOUSE	MASTIC PAD, 45W MED BASE FOLD OUT LAMP	508.02	
100-152-54320	EQUIPMENT MAINTENANCE	MENARDS	AIR FILTERS	175.78	
100-152-56030	CLEANING SUPPLIES/SERVICE	SHEVLIN SUPPLY	LINERS	366.07	
100-152-56060	CHEMICALS	ACE HARDWARE & GARDEN CNT	THERMOMETER, ANTI OXIDANT	45.97	
100-152-56300	FOOD COSTS	CHESTERMAN COMPANY	PEACE TEA	38.07	
Total For Dept 152 AQUATIC CENTER POOL				1,175.38	
Dept 155 VAN BERG GOLF COURSE					
100-155-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	2 - TIRE REPAIRS	35.00	
100-155-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - JANUARY 2024 GOLF	82.43	
Total For Dept 155 VAN BERG GOLF COURSE				117.43	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	LED BULB	55.36	
100-156-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	WINDOW HANDLE, INT DR HANDLE, OIL FILTE	60.82	
100-156-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	REEL SERVICE JOHN DEERE 7500	4,268.26	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 156 QUAIL RUN GOLF COURSE					
100-156-55200	INSURANCE	LARM (LEAGUE ASSOCIATION (ENDORSEMENT #17		874.48	
100-156-55400	ADVERTISING AND PROMOTION	COLUMBUS BASEBALL ASSOC IN SPONSORSHIP		350.00	
100-156-55400	ADVERTISING AND PROMOTION	LINCOLN JOURNAL STAR	ADVERTISING	483.00	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	106.72	
100-156-56010	SUPPLIES	MENARDS	SPLASH, RAIN-X, CORNER BRACE	137.42	
100-156-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	82.89	
100-156-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE SALES TAX - JANUARY 2024 GOLF		481.68	
Total For Dept 156 QUAIL RUN GOLF COURSE				6,900.63	
Total For Fund 100 GENERAL FUND				102,023.78	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	CORNHUSKER MARRIOTT HOTEL	RICK BOGUS	232.00	
200-200-52700	TRAINING AND TUITION	GODFATHER'S PIZZA	PIZZA	223.69	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	MATS, SHOP TOWELS, UNIFORMS	895.56	
200-200-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - DECEMBER 2023	250.00	
200-200-54310	BUILDING MAINTENANCE	VAN DIEST HEATING & AIR LI	SERVICE ON RADIANT HEATER	256.21	
200-200-54320	EQUIPMENT MAINTENANCE	BOMGAARS	GASKETS	21.72	
200-200-54320	EQUIPMENT MAINTENANCE	MIDWEST SERVICE & SALES CC	DBL BEVEL CURVE HEAT TREATED CARBIDE, S	4,978.40	
200-200-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	GLASS DOOR, SEAL DOOR	368.84	
200-200-54520	EQUIPMENT RENTAL/PURCHASE	KOCH EXCAVATING CO INC	TRUCKS TO HAUL SNOW - 30.50 HOURS	3,812.50	
200-200-54520	EQUIPMENT RENTAL/PURCHASE	SUNBELT RENTALS INC	TRACK SKIDSTEER RENTAL	1,156.11	
200-200-55200	INSURANCE	LARM (LEAGUE ASSOCIATION (ENDORSEMENT #17		314.57	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	BRACKET, MAILBOX	51.57	
200-200-56010	SUPPLIES	BLACKSTRAP INC	ROAD SALT	5,521.60	
200-200-56010	SUPPLIES	BOMGAARS	BALL VALVE	109.94	
200-200-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	TOWELS, TRASH BAGS, LINERS, BATH TISSUE	185.95	
200-200-56010	SUPPLIES	MIDWEST SERVICE & SALES CC	SEFC W/CARBIDE IN, GUIDE MARKER KIT, PI	15,178.20	
200-200-56010	SUPPLIES	SMITH FERTILIZER GRAIN	BEEF	7,538.11	
200-200-56010	SUPPLIES	T-BONE PD LLC	PROPANE	72.58	
200-200-56040	POSTAGE AND FREIGHT	MAILBOX	KER CUSTOM MOLDERS INC	81.03	
200-200-56050	FUEL	ARNOLD MOTOR SUPPLY	POWER SERVICE	259.90	
200-200-56050	FUEL	T-BONE FUEL DELIVERY	FUEL	7,923.12	
200-200-56090	SMALL TOOLS	BOMGAARS	WRENCH, IMP	249.99	
200-200-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	168.65	
200-200-57300-20070	CAPITAL-NEW CONSTRUCTION	UNION PACIFIC RAILROAD CO	DOT #815711X 15TH ST PRELIMINARY ENGINE	2,276.67	
Total For Dept 200 STREETS				52,126.91	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	MATS, SHOP TOWELS, UNIFORMS	127.88	
200-202-56010	SUPPLIES	ADVANCE AUTO PARTS	STARTING FLUID	8.27	
200-202-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	STARTING FLUID	42.00	
200-202-56010	SUPPLIES	BOMGAARS	WD-40, CLOTH, GATOR GRIP TAPE, SIMPLE C	98.38	
200-202-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	DEICER	83.85	
200-202-56090	SMALL TOOLS	BOMGAARS	MULTI TOOL, OSCILLATING SET & BLADE	209.97	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	CARB-AVS	1,253.10	
200-202-56130	SUPPLIES FOR RESALE	AG SPRAY EQUIPMENT	STUBBY VALVE, EPDM GASKET, MANIFOLD CLF	351.01	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	HYDRAULIC HOSE	195.41	
200-202-56130	SUPPLIES FOR RESALE	BGNE INC	COOLANT/ANTIFREEZE GREEN	937.73	
200-202-56130	SUPPLIES FOR RESALE	BOMGAARS	FASTENERS, LED LIGHT	21.12	
200-202-56130	SUPPLIES FOR RESALE	CHROME N' STEEL TRUCK & TR	AD-IP STYLE SIR DRYER CARTRIDGE	152.54	
200-202-56130	SUPPLIES FOR RESALE	H2 EQUIPMENT LLC	WIPER SEAL, USEAL	78.77	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 202 MECHANICS SHOP					
200-202-56130	SUPPLIES FOR RESALE	INTERSTATE BATTERY SYSTEM 2 - 31-MHD		283.90	
200-202-56130	SUPPLIES FOR RESALE	JOHN DEERE FINANCIAL	HY-GARD OIL, PLUS-50 II OIL	4,275.59	
200-202-56130	SUPPLIES FOR RESALE	K & S TOOL SERVICE	REPAIR	130.99	
200-202-56130	SUPPLIES FOR RESALE	LAWSON PRODUCTS	SELF DRILL SCREW, CUT OFF WHEEL, CROSS	345.44	
200-202-56130	SUPPLIES FOR RESALE	LIGHT AND SIREN	TM100 TRAFFIC CONTROLLER	403.00	
200-202-56130	SUPPLIES FOR RESALE	NEBRASKA HARVESTORE SYSTEM	SCREW, SPRING, PIVOT, PIN, WEDGE ASSY	286.00	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	FUSE HOLDER	197.64	
200-202-56130	SUPPLIES FOR RESALE	PRODUCTIVITY PLUS ACCT-TI1	GLASS RH	384.29	
200-202-56130	SUPPLIES FOR RESALE	TRUCK CENTER COMPANIES	CREDIT - ELEMENT FILTER ENGINE AIR	169.18	
200-202-56130	SUPPLIES FOR RESALE	TY'S OUTDOOR POWER & SERVIMOTOR KIT 12V		561.46	
Total For Dept 202 MECHANICS SHOP				10,597.52	
Total For Fund 200 STREETS/ENGINEERING				62,724.43	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-54320	EQUIPMENT MAINTENANCE	BENES SERVICE	CAP, GAS	71.10	
205-205-54320	EQUIPMENT MAINTENANCE	MIDWEST TURF & IRRIGATION	GASKET - ROCKER	369.01	
205-205-54470	FSS BUILDING MAINTENANCE	NOVICKI FIRE PREVENTION SF	YEARLY INSPECTION	284.00	
205-205-54480	HANGAR MAINTENANCE	VAN DIEST HEATING & AIR LI	CHANGED CONTROL CENTER & REPLACED THERM	483.00	
205-205-55210	CLAIMS AND SETTLEMENTS	COLUMBUS PLUMBING COMPANY	INSTALL VALVE	167.00	
205-205-55210	CLAIMS AND SETTLEMENTS	SERVICEMASTER CLEANING &	WATER LOSS MITIGATION	5,841.47	
205-205-56010	SUPPLIES	TRUE AG & TURF LLC	60 HEAVY CON	3.99	
205-205-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	85.76	
Total For Dept 205 AIRPORT				7,305.33	
Total For Fund 205 AIRPORT				7,305.33	
Fund 206 DOWNTOWN BID					
Dept 206 DOWNTOWN BID					
206-206-53200	PROFESSIONAL SERVICES	ALL SEASONS AESTHETICS LLC	CHRISTMAS LIGHTING FRANKFORT SQUARE	1,860.00	
Total For Dept 206 DOWNTOWN BID				1,860.00	
Total For Fund 206 DOWNTOWN BID				1,860.00	
Fund 211 1/2 CENT SALES TAX					
Dept 211 1/2 CENT SALES TAX					
211-211-59020	INTEREST AND FISCAL FEES	BOKF NA	SALES TAX REVENUE BONDS (POLICE & FIRE	233,768.75	
Total For Dept 211 1/2 CENT SALES TAX				233,768.75	
Total For Fund 211 1/2 CENT SALES TAX				233,768.75	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-54320	EQUIPMENT MAINTENANCE	ASSOCIATED FIRE PROTECTION FA	SYSTEM SERVICE SEMI ANNUAL INSPECTIC	531.94	
220-220-54320	EQUIPMENT MAINTENANCE	CNC REPAIR LLC	LUBE OIL FILTER, WIPER BLADES, 4 HANKOC	860.05	
220-220-54380	MAINTENANCE AGREEMENTS	NEBRASKA REGIONAL INTEROP	2024 ANNUAL DUES	5,400.00	
220-220-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	1,356.79	
220-220-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	42.88	
220-220-57510-24028	CAPITAL-EQUIPMENT	MOTOROLA SOLUTIONS INC.	ADD: VHF 136-174 MHZ, DIGITAL CONVENTIC	199,107.50	
Total For Dept 220 E911				207,299.16	
Total For Fund 220 COMMUNICATIONS - E911				207,299.16	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 02/06/2024 - 02/06/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 240 HOUSING REHAB & LOANS					
Dept 240 HOUSING REHAB & LOANS					
240-240-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC DHA TRUST REUSE DECEMBER 2023 ADMIN SEF		21.25	
				<hr/>	
Total For Dept 240 HOUSING REHAB & LOANS				21.25	
Dept 243 CDBG REVOLVING REHAB LOAN					
240-243-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC CDBG DHA REUSE DECEMBER 2023 ADMIN SERV		85.00	
				<hr/>	
Total For Dept 243 CDBG REVOLVING REHAB LOAN				85.00	
				<hr/>	
Total For Fund 240 HOUSING REHAB & LOANS				106.25	
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	CSX-1	LAURA GRAY	UB refund for account: 400-62930-00	22.31	
				<hr/>	
Total For Dept 000				22.31	
Dept 500 WASTEWATER COLLECTION					
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	540.52	
500-500-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - DECEMBER 2023	150.00	
500-500-54310	BUILDING MAINTENANCE	VAN DIEST HEATING & AIR LI	SERVICE ON RADIANT HEATER	256.20	
500-500-54320	EQUIPMENT MAINTENANCE	BOMGAARS	BULK BOLTS	22.07	
500-500-54320	EQUIPMENT MAINTENANCE	MIKE'S TOWING	TOWING	184.00	
500-500-54320	EQUIPMENT MAINTENANCE	MUNICIPAL PIPE TOOL CO LLC	KIT, SPARE TRK	493.15	
500-500-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	TOW STRAP, RC STRAP	36.49	
500-500-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	REPAIR	20.00	
500-500-54390	SYSTEM MAINTENANCE	BOMGAARS	SHOP LIGHT	14.99	
500-500-54390	SYSTEM MAINTENANCE	MENARDS	MAG TORPEDO, 21OZ FRAM, 3 BUTTON TRANSM	144.38	
500-500-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	DESKTOP CALCULATOR	237.97	
500-500-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PERFED PAPER	938.42	
500-500-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	304.38	
				<hr/>	
Total For Dept 500 WASTEWATER COLLECTION				3,342.57	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	378.75	
500-501-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	HINGED PLUG, PLUG GROUND PVC	8.58	
500-501-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	POWER SERVICE	51.98	
500-501-54320	EQUIPMENT MAINTENANCE	BOMGAARS	PACKAGED KEROSENE	179.97	
500-501-54320	EQUIPMENT MAINTENANCE	ELECTRIC PUMP INC	SUCTION FLANGE, O RING, WEAR PLATE, AD	2,762.20	
500-501-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	2 PVC BUTTERFLY CHECK VALVE FLANGED FKM	1,120.56	
500-501-54320	EQUIPMENT MAINTENANCE	MENARDS	BOUNTY, DIESEL CONDITIONER, 16OZ SEAFOF	100.39	
500-501-54320	EQUIPMENT MAINTENANCE	MIDWEST SERVICE & SALES CC	DBL BEVEL CURVE HEAT TREATED CARBIDE, S	279.50	
500-501-54320	EQUIPMENT MAINTENANCE	MOTION INDUSTRIES INC	ELECTRIC MOTOR	1,732.67	
500-501-55640	COMPLIANCE TESTING	PACE ANALYTICAL SERVICES I	WATER TESTING	1,146.40	
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	TUBE POLY	62.97	
500-501-56010	SUPPLIES	EDISON LIGHTING SUPPLY &	24 - 5000K	709.80	
500-501-56010	SUPPLIES	MENARDS	BLOW OFF DUSTER, CONTACT CLEANER, TARP	58.27	
500-501-56010	SUPPLIES	MID-AMERICAN RESEARCH	MELT-A-WAY 50# PAIL	124.00	
500-501-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	JB WELD STICK	9.99	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT, BAR TOWELS, SHOP TOWELS	89.82	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	7,174.45	
500-501-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	85.76	
				<hr/>	
Total For Dept 501 WASTEWATER TREATMENT FAC				16,076.06	
				<hr/>	
Total For Fund 500 UTILITY SERVICE				19,440.94	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	KAPELS THOMAS	REIMBURSEMENT - MEALS BACK FLOW CLASS	96.54	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	220.41	
520-520-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - DECEMBER 2023	150.00	
520-520-54310	BUILDING MAINTENANCE	VAN DIEST HEATING & AIR LI	SERVICE ON RADIANT HEATER	256.19	
520-520-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	TOW STRAP, RC STRAP	36.49	
520-520-54320	EQUIPMENT MAINTENANCE	POWER TECH LLC	REPLACED BLOCK HEATER	197.63	
520-520-54390	SYSTEM MAINTENANCE	BLACK HILLS ENERGY	3RD PARTY DAMAGE - 1636 KEENE DR	463.01	
520-520-54390	SYSTEM MAINTENANCE	BOMGAARS	SHOP LIGHT	15.00	
520-520-54390	SYSTEM MAINTENANCE	KELLY SUPPLY COMPANY	BALL VALVE, BALL VALVE SOCKET, TEE, PLF	91.92	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	DRESSER COUPLINGS & REP CLAMPS	2,800.95	
520-520-54390	SYSTEM MAINTENANCE	MENARDS	MAG TORPEDO, 21OZ FRAM, 3 BUTTON TRANSN	144.38	
520-520-54390	SYSTEM MAINTENANCE	UTILITY SERVICE CO INC	596152, 596153, 596154 QUARTERLY TANK &	20,622.32	
520-520-54420	WELL MAINTENANCE	MENARDS	30K TANKTOP HEATER, LP TANK	39.77	
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	WATER TESTING	442.00	
520-520-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	DESKTOP CALCULATOR	234.97	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PERFED PAPER	938.42	
520-520-56040	POSTAGE AND FREIGHT	MAILBOX	NEBRASKA PUBLIC HEALTH	37.83	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	6,152.40	
520-520-56240	TELEPHONE	FRONTIER	NWP 1/30/24 TO 2/29/24	94.36	
520-520-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	510.17	
Total For Dept 520 WATER				33,544.76	
Total For Fund 520 WATER				33,544.76	
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-53400	COMPUTER SUPPORT/MAINT	LABORDE, ADAM	GIS SUPPORT SERVICES - DECEMBER 2023	100.00	
560-560-57200-24037	CAPITAL-LAND & BUILDINGS	JEO CONSULTING GROUP INC	STORM WATER TREATMENT FACILITY BANK STU	3,863.75	
Total For Dept 560 STORMWATER UTILITY				3,963.75	
Total For Fund 560 STORMWATER UTILITY				3,963.75	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52800	UNIFORMS	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	328.27	
570-570-54320	EQUIPMENT MAINTENANCE	MENARDS	64OZ DIESEL 911, ICE SCRAPER, DIESEL CC	89.29	
570-570-54320	EQUIPMENT MAINTENANCE	SCHUYLER RUBBER CO INC.	2 - MODEL 911T BIAS 60"	2,977.72	
570-570-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	8 - PATCHES	100.00	
570-570-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	FUEL SPIN-ON	42.69	
570-570-54330	VEHICLE MAINTENANCE	DOERNEMANN FARM SERVICE IN	3/4" X 2 WIRE HOSE, FITTING	93.38	
570-570-54330	VEHICLE MAINTENANCE	MENARDS	AIR BRAKE ANTIFREEZE, TORCH KIT, LP HEF	101.88	
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	TANK - SURGE	475.52	
570-570-56010	SUPPLIES	MENARDS	SPLASH ULTIMATE PURPLE	28.08	
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	34.16	
570-570-56050	FUEL	MENARDS	DIESEL CONDITIONER	71.94	
570-570-56090	SMALL TOOLS	MENARDS	LP TANK EXCHANGE	310.62	
570-570-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	42.88	
570-570-59020	INTEREST AND FISCAL FEES	BOKF NA	CERTIFICATES OF PARTICIPATION REFUNDING	4,122.50	
Total For Dept 570 TRANSFER STATION				8,818.93	
Total For Fund 570 SOLID WASTE DIVISION				8,818.93	
Fund 600 HEALTH INSURANCE					

02/02/2024 02:56 PM
User: LAURA.RUPP
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 02/06/2024 - 02/06/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 600 HEALTH INSURANCE Dept 000 600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-PACE PROGRAM	880.00	
		Total For Dept 000		880.00	
		Total For Fund 600 HEALTH INSURANCE		880.00	

02/02/2024 02:56 PM
User: LAURA.RUPP
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 02/06/2024 - 02/06/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

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

Fund 100 GENERAL FUND	102,023.78
Fund 200 STREETS/ENGINEE	62,724.43
Fund 205 AIRPORT	7,305.33
Fund 206 DOWNTOWN BID	1,860.00
Fund 211 1/2 CENT SALES	233,768.75
Fund 220 COMMUNICATIONS	207,299.16
Fund 240 HOUSING REHAB &	106.25
Fund 500 UTILITY SERVICE	19,440.94
Fund 520 WATER	33,544.76
Fund 560 STORMWATER UTII	3,963.75
Fund 570 SOLID WASTE DIV	8,818.93
Fund 600 HEALTH INSURANC	880.00

Total For All Funds:	<u>681,736.08</u>
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5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS

6.A. Annual report from Library Board.

Annual Report

Finances

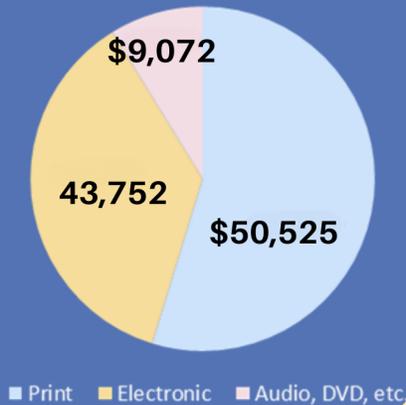
Funding

City of Columbus	\$1,408,760
Donations, Fees	\$24,515
Federal	\$3,291
State	\$8,115
City of Columbus (Capital)	\$9,577,649

Expenditures

Personnel	\$943,919
Operating	\$202,621
Materials	\$103,349
Computer Equipment	\$35,285
Electronic Access	\$22,740
Continuing Education	\$5,240
Capital (New Building)	\$8,996,546

Materials Expenditures



Special Collections

- Sublimation Printer, Heat & Mug Press
- Poster Printer, Vinyl Cutters
- Board Games, 3D Printer
- Embroidery Machine
- Virtual Reality
- STEM Kits

Circulating Collection

80,716 E-Books

72,703 E-Audiobooks

54 Magazines & Newspapers

579 E-Video

10 Other

+ 3,077 items added

- 470 items withdrawn



Library Use & Materials Circulation

Physical Materials

Books, Audiobooks, DVDs,
Periodicals

170,753
Total
Checkouts



Electronic Materials

Downloadable Books &
Audiobooks



Electronic Collections & Databases

Access World News, Ancestry,
AtoZdatabases, AtoZ the USA,
AtoZ the World, Chilton Library,
Freegal Music, Mango Languages,
Niche Academy, Novelist Plus,
Peterson's Test Prep, Value Line, Weiss
Consumer Ratings, & more



Interlibrary Loan

1,261 items borrowed

427 items lent

28 funded by Nebraska Library Commission

15,014
Library Cardholders

Facility

Service Hours	3,368
Visits	40,798
Community Meeting Room Use	421
Public Computer Sessions	8,893

Library Programs & Activities

Program Attendance: 4,661

71 Lifelong Learning Events

67 Young Adult Programs

89 Children & Tween Programs

Activity Participation: 5,395

2867 General/Family Activities

1574 Young Adult Activities

954 Children & Tween Activities

Summer Reading Participants

367 Children & Tweens

93 Adults

87 Teens



Director's Report to City Council

The 2022 to 2023 year was a historic year for the Library. The construction of our new Community Building was mostly finished. The library, city hall, and Columbus Arts Council moved into the new building and celebrated with a Grand Opening on July 8th. The library added new services, hired additional staff and changed leadership. All of these momentous changes brought the staff closer together and taught them lessons in flexibility and grace.

In June, city hall and the library moved into the new space even while it was still under construction. The library closed the doors to the temporary space for a month in order to pack while continuing to provide all library services via curbside service and utilization of the park. Over three days, the movers came to take the materials across the street to the new shelving and the library staff, with the help of the Parks crew, moved all of the supplies, furniture and equipment. The library also hosted events for the CPL Foundation, Peter Kiewit Foundation and Friends of the CPL.

The Grand Opening was a huge success. There were over a thousand people in attendance. The Friends of the CPL helped out with games and tours. Library and City Hall staff were available to answer questions and check-out materials. It was truly a GRAND Day!

The new building brought many new library services. The library now has five conference rooms and use of a large auditorium. There are two maker studios and a drive-thru window. There are parent rooms for privacy and two family restrooms. There are separate spaces for the teens, crafts, and a Friends of the Library Bookstore. The patron access from the library to the coffeeshop is very popular. It is a wonderful to see families getting hot chocolate at the coffeeshop and then coming into the library to play board games or put a puzzle together.

This year, there were many changes to staffing. Due to the larger library and four service points, one full-time staff position was converted into four part-time staff positions. The influx of untrained staff was particularly challenging as the library was absent a trainer. The library quickly replaced this position and the new Adult Services librarian, Melodee Pedersen, spent some time training the new staff to make sure there were no gaps in their training. Also, the Director of the library resigned in the spring. The Children's Librarian, Brad Hruska, was acting director until May when a new director, Jeri Kay Hopkins, was hired.

The patrons love the beautiful new space and staff all feel very lucky to call it home. However, all of the changes did not come without stress and the need to be flexible. The building was still under construction when it was opened to the public. The circulation desk location had to be moved twice due to construction on the ceiling. Every day was a new adventure for the staff this year, but they all came together and uplifted each other and the patrons.

7. PUBLIC HEARINGS

7.A. Public hearing - Application of Harrah's Nebraska, LLC dba Harrah's Columbus, NE Racing and Casino for Retail Class I liquor license at 5944 Howard Blvd.

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, February 5, 2024, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application for a retail liquor license for Harrah's Nebraska, LLC dba Harrah's Columbus, NE Racing and Casino, 5944 Howard Blvd, Columbus, NE, and at said time and place you may appear and be heard.

City of Columbus, NE
Janelle Kline, City Clerk

Publish 01:25:24
Two Affidavits of Publication

*** Proof of Publication ***

Newspaper: COLUMBUS TELEGRAM

STATE OF NEBRASKA)
County of Platte) SS.

CITY OF COLUMBUS, NE

PO BOX 1677
COLUMBUS, NE 68602

ORDER NUMBER 1202965

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, February 5,
2024, at 6 p.m. in the
Columbus Community
Building, Community Room,
2500 14 St, Columbus, NE,
on the application for a retail
liquor license for Harrah's
Nebraska, LLC dba Har-
rah's Columbus, NE Racing
and Casino, 5944 Howard
Blvd, Columbus, NE, and at
said time and place you
may appear and be heard.
City of Columbus, NE
Janelle Kline, City Clerk
1:25:24 ZNEZ

Joe Volcek, being duly sworn, deposes and says
she/he is a Clerk of the Columbus Telegram, a legal newspaper
printed and published daily Tuesday-Saturday in Platte County, State
of Nebraska and of general circulation in Platte County; that said
newspaper has a bona fide circulation published within said county for
more than 52 successive weeks immediately prior to the first date of
the published notice, and is produced in an office maintained at the
place of publication.

This affidavit is a true and correct copy of notice which appeared in
said newspaper. The notice was

Section: Class Legals

Category: 0099 LEGALS

PUBLISHED ON: 01/25/2024

TOTAL AD COST: 11.28

FILED ON: 1/25/2024

Subscribed in my presence and sworn to before me this 25th day

of Jan, 2024

Michelle L. Greeley Notary Public



LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: January 18, 2024

DUE DATE: January 23, 2024

Applicant Harrah's Nebraska, LLC dba Harrah's Columbus, NE
Racing and Casino

Address 5944 Howard Blvd., Columbus, NE 68601

Legal Description Outlot F Wishbones Addition, Columbus

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

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

Requested License or Action: Class I

Existing Zoning: B-2

Existing Land Use: Commercial

Adjacent Land Use and Zoning:

North: RR (future land use B-2)

South: MH (across Howard Blvd)

East: R-1 (north); RR (center) and B-2 (south)

West: B-2

General Neighborhood/Area Land Uses: Commercial, single family residential

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway):

Howard Boulevard/US Hwy 81 Expressway (south) and 63rd Avenue (west) Collector

Street Width and Profile:

Howard Blvd/US Hwy 81: 90-foot wide plus shoulders, Expressway, 5-lane divided
63rd Avenue: 41 -foot wide, 3-lane, urban section

Speed Limit: Lost Creek Parkway (North) – Howard Blvd. – 70 mph; 63rd Ave – 35 mph

Average Daily Traffic Count: Howard Blvd 8,700; 63rd Ave. 1,150 (projected opening day)



Richard J. Bogus, P.E.
City Engineer



COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: JANUARY 25, 2024

SUBJECT: HARRAH'S COLUMBUS, NE RACING AND CASINO
5944 HOWARD BOULEVARD
COLUMBUS, NEBRASKA

LIQUOR MANAGER: DON OSTERT

Harrah's Columbus is a casino that is going to open in Columbus.

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

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

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

The Columbus Police Department has no recommendation.

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

There is heavy motor vehicle traffic at this location. There seems to be no traffic or parking problems. There will be adequate parking within their parking lot.

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

The area is zoned for business.

- E. Sanitation or sanitary conditions on or about the proposed licensed premises:

Sanitation or sanitary conditions are in order.

- F. The existence of a citizen's protest or opposition to the application:

There is no known citizen protest or opposition to the application.

- G. The existing population and projected growth within the jurisdiction of the local governing body and within the area to be served:

There is normal projected population growth within the jurisdiction of the local governing body and within the area to be served.

- H. The existing liquor licenses, the class of each such license, and the distance and times of travel between establishments issued such licenses:

There are two liquor licenses in the near vicinity of this location. One is at Westbrook Lanes which is 8 blocks away or a ten minute walk. The other is at Cubby's which is 11 blocks away or a 12 minute walk.

- I. Whether the proposed license would be compatible with the neighborhood or community where the proposed premises are located:

The proposed license is compatible with this area.

- J. Whether the type of business or activity proposed to be operated or presently operated in conjunction with the proposed license is and will be consistent with the public interest as declared in section 53-101.01:

The type of business and activity proposed will be consistent with public intent.

- K. Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with section 53-102:

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

- L. Whether the applicant has taken every reasonable precaution to protect against the possibility of shoplifting of alcoholic liquor, which alcoholic

liquor shall be displayed and kept in and sold from an area which is reasonably secured:

There is no evidence that the applicant will not take every reasonable precaution to prevent shoplifting and the area is reasonably secured. He will build a bar and store alcohol behind it during business hours.

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

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

- Q. Whether the applicant or the applicant's representatives suppressed any fact or provided any inaccurate information to the commission or local body or the employees of the commission or local governing body in regards to the license application or liquor investigations. The applicant

shall be required to cooperate in providing a full disclosure to the investigation agents of the local governing body.

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

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

There does not appear that there will be any impact on local schools, libraries, parks, and other public institutions.

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

Activities will not create unreasonable noise.

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

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

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: ±

License Number:
126217



Office Use Only

NEW/REPLACING _____ TOP Yes (No)

Hot List Yes/No Initial: HJ

PLEASE READ CAREFULLY

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

APPLICANT NAME Harrah's Nebraska, LLC

TRADE (DBA) NAME Harrah's Columbus, NE Racing and Casino

PREVIOUS TRADE (DBA) NAME N/A

CONTACT NAME AND PHONE NUMBER Don Ostert, (563) 217-0619

CONTACT EMAIL ADDRESS dostert@caesars.com

Office use only	
PAYMENT TYPE <u>Payroll</u>	
AMOUNT <u>\$400</u> RCPT	
RECEIVED: <u>12/20/23</u>	
DATE DEPOSITED	
	<p>2400000023</p>

DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)
Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

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

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

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

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

Name Mary Vaggalis Phone Number (402) 261-3475

Firm Name Bruning Law Group

Email address mary@bruninglawgroup.com

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

PREMISES INFORMATION

Trade Name (doing business as) Harrah's Columbus, NE Racing and Casino

Street Address 5944 Howard Blvd.

City Columbus County Platte - 10 Zip Code 68601 - 8309

Premises Telephone number (563) 217-0619

Business e-mail address dostert@caesars.com

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

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

Check if same as premises

Name _____

Street Address _____

City _____ State _____ Zip Code _____

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

Building length 342'2" x width 255'6" in feet

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

Is there an outdoor area? Yes No _____ If yes, length 349'4" x width 504' in feet+

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

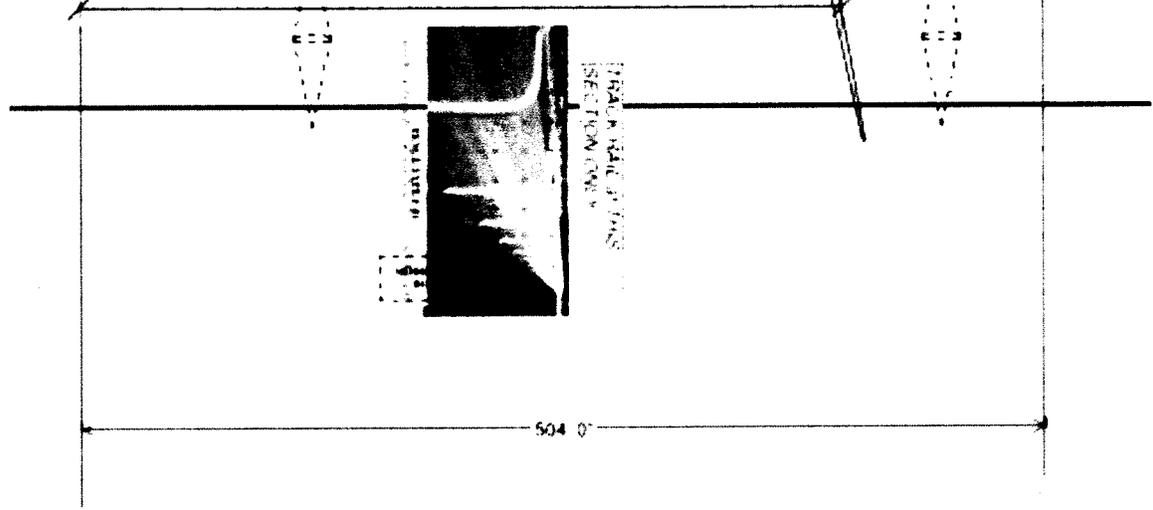
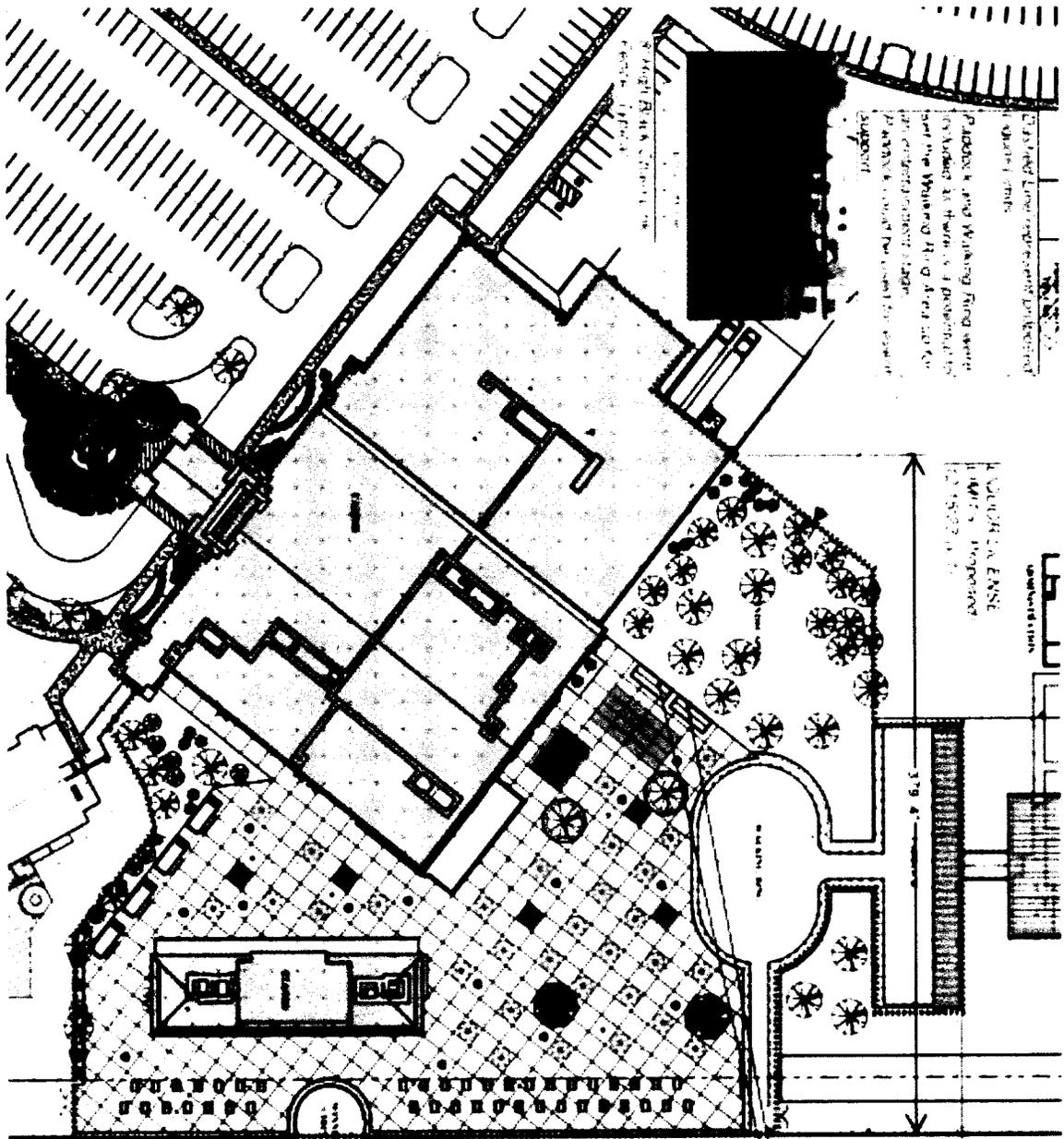
Number of floors of the building 1

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

Diagram attached on a separate sheet.

Outdoor area is irregular in shape and includes a grandstand with a length of 153'5.25" x width of 33'4".

One story Building Approx 342 x 256 with outdoor area approx 350 x 504 including grandstand approx 154 x 34.



APPLICANT INFORMATION

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

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

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

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

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

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

_____ YES NO

If yes, provide business name and license number _____

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

_____ YES NO

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

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

_____ YES NO

If yes

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

a) Submit a copy of the business purchase agreement _____

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

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

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

_____ YES NO

If yes, list the lender(s) _____

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

_____ YES NO

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

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

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

_____ YES NO

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

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

_____ YES NO

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

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

_____ YES NO

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

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

Don Ostert

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

Harrah's Nebraska, LLC; 822 15th Street, Suite 300, Columbus, NE, 68601; #125800

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

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

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Don Ostert	12/2021	ServSafe Training and Certificate Program

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Don Ostert/VP of Operations	12/2022-11/2023	Horseshoe Council Bluffs Casino, Council Bluffs, IA
Don Ostert/General Manager	3/2013-12/2022	Casino Queen Marquette, Marquette, IA
Don Ostert/Sr. Dir. of Gaming Operations	1/2007-3/2013	Isle Casino Hotel Waterloo, Waterloo, IA

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

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

X Lease expiration date April 15, 2049

 _____ Deed
 _____ Purchase Agreement

14. When do you intend to open for business? April 15, 2024

15. What will be the main nature of business? Restaurant, Casino, and Racetrack

16. What are the anticipated hours of operation? _____

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Don Ostert - Columbus, NE	2023				
Don Ostert - Blair, NE	2022	2023			
Don Ostert - McGregor, IA	2013	2022			
Don Ostert - Cedar Falls, IA	2009	2013			

If necessary, attach a separate sheet

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

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

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

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

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



Signature of **APPLICANT**

Don Ostert

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

Signature of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **APPLICANT**

Printed Name of **SPOUSE**

Nebraska Secretary of State

CAESERS ENTERTAINMENT, INC.

Mon Jan 8 09:07:47 2024

SOS Account Number

2306244490

Status

Active

Principal Office Address

1 CEASARS PALACE
LAS VEGAS, NV 89109

Registered Agent and Office Address

CSC-LAWYERS INCORPORATING SERVICE COMPANY
233 SOUTH 13TH STREET SUITE 1900
LINCOLN, NE 68508

Nature of Business

Not Available

Entity Type

Foreign Corp

Qualifying State: DE

Date Filed

Jun 06 2023

Next Report Due Date

Jan 01 2024

Filed Documents

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

Document	Date Filed	Price	
Foreign Authority	Jun 06 2023	\$2.25 = 5 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

**CONTROLLING CORPORATION
INSERT**

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

Office Use	RECEIVED
	DEC 20 2023
	Nebraska Liquor Control Commission

Attach copy of Articles as filed with the Nebraska Secretary of State - §53-126

Name and address of the controlling corporation of the applying corporation

Controlling Corporation Name: Caesars Entertainment Inc.
Controlling Corporation Address: 1 Caesars Palace Drive
City: Las Vegas State: NV Zip Code: 89109

Provide the names of the top four officer/members of the controlling corporation

1. Full Name: Tom Reeg
Job Title: Chief Executive Officer
2. Full Name: Anthony Carano
Job Title: President and Chief Operating Officer
3. Full Name: Bret Yunker
Job Title: Chief Financial Officer
4. Full Name: Ed Quatmann
Job Title: Chief Legal Officer

STATE OF NEBRASKA

United States of America }
State of Nebraska }
} ss.
Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Eymen, Secretary of State of the
State of Nebraska, do here by certify that

CAESERS ENTERTAINMENT, INC.

a(n) Delaware Foreign Corporation, filed an Application for Certificate of Authority
on June 6, 2023 and is hereby authorized to transact business in the state of
Nebraska as of the date of this certificate until said authority is either
administratively revoked, the company has filed a notice of cancellation or obtained
a certificate of withdrawal.

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

In Testimony Whereof:



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

June 6, 2023

Secretary of State

Nebraska Secretary of State

HARRAH'S NEBRASKA, LLC

Mon Jan 8 08:42:43 2024

SOS Account Number

2110291396

Status

Active

Principal Office Address

1 CAESARS PALACE DRIVE
LAS VEGAS, NV 89109

Registered Agent and Office Address

CSC-LAWYERS INCORPORATING SERVICE COMPANY
233 S. 13TH STREET, STE 1900
LINCOLN, NE 68508

Nature of Business

LAND LEASE AND BUSINESS DEVELOPMENT

Entity Type

Foreign LLC

Qualifying State: DE

Date Filed

Oct 21 2021

Next Report Due Date

Jan 01 2025

Associated Entities

Account Number	Name	Type	Status
2306247468	HARRAH'S COLUMBUS, NE RACING AND CASINO	Trade Name	Active

Filed Documents

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

Document	Date Filed	Price	
Foreign Certificate of Authority	Oct 21 2021	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Mar 29 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

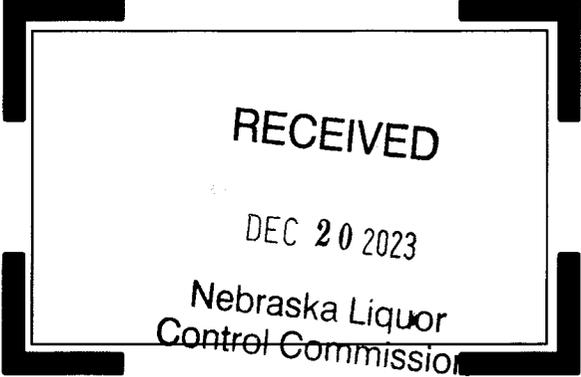
[↑ Back to Top](#)

LIMITED LIABILITY COMPANY (LLC)

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

License
Class: _____

License Number: _____



INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

Name of Limited Liability Company that will hold license as listed on the Articles of Organization
Harrah's Nebraska, LLC

Name of Registered Agent: CSC-Lawyers Incorporating Service Company

LLC Address: 1 Caesars Palace Drive

City: Las Vegas State: NV Zip Code: 89109-8909

LLC Phone Number: (563) 217-0618 LLC Fax Number _____

Name of Managing/Contact Member

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

Last Name: Ostert First Name: Donald MI: R

Home Address: 1502 95th Street City: Columbus

State: NE Zip Code: 68601-8209 Home Phone Number: (563) 217-0618

A handwritten signature in black ink that reads "Don Ostert".

Signature of Managing/Contact Member

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

Last Name: Ostert First Name: Donald MI: R



Spouse Full Name (indicate N/A if single): Brandi J. Ostert *X-spouse*



Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES NO

If yes, Form 185 is required

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

Starting Date: January 1 Ending Date: December 31

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF 'HARRAH'S NEBRASKA, LLC', FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF SEPTEMBER, A.D. 2021, AT 3:25 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

6237180 8100
SR# 20213254432

Authentication: 204169167
Date: 09-15-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is HARRAH'S NEBRASKA, LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 251 LITTLE FALLS DRIVE (street), in the City of WILMINGTON, Zip Code 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is CORPORATION SERVICE COMPANY

By: Jill Eaton
Authorized Person

Name: JILL EATON
Print or Type

APPLICATION FOR CERTIFICATE OF AUTHORITY FOREIGN LIMITED LIABILITY COMPANY

Robert B. Evnen, Secretary of State
P.O. Box 94608
Lincoln, NE 68509
www.sos.nebraska.gov

An original certificate of existence from the appropriate authority in the jurisdiction or state under whose laws the limited liability company was organized must be filed with this document.
NOTE: A certified copy of the company's certificate of organization may not be filed in lieu of a certificate of existence.

Name of Limited Liability Company CEOC, LLC

Alternate Name _____
(complete only if actual name is unavailable for use or does not comply with Nebraska law)

Name and address of registered agent in Nebraska:

Registered Agent Name: CSC-Lawyers Incorporating Service Company

Registered Agent Address:

233 South 13th Street Suite 1900 Lincoln NE 68508
Street and Mailing Address City State Zip

Address of Principal Office:

One Caesars Palace Drive Las Vegas NV 89109
Street and Mailing Address City State Zip

If required by state or jurisdiction of organization, office maintained in that jurisdiction:

Street and Mailing Address City State Zip

Organized under the laws of the State or Jurisdiction of Delaware

Nature of the Business, purposes to be conducted or promoted in this state or professional services being rendered:

Holding company

Effective date if other than the date filed _____

Date 06/02/2023

Edmund L. Quatmann, Jr.

Signature of Authorized Representative

Edmund L. Quatmann, Jr.

Printed Name of Authorized Representative

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CEOC, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF JUNE, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CEOC, LLC" WAS FORMED ON THE TWENTY-SIXTH DAY OF APRIL, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



6392808 8300

SR# 20232656575

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203476136

Date: 06-02-23

STATE OF NEBRASKA

United States of America
State of Nebraska

}ss.
}

Secretary of State
State Capitol
Lincoln, Nebraska

**I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do here by certify that**

CEOC, LLC

**a(n) Delaware Limited Liability Company, filed an Application for Certificate of
Authority on June 6, 2023 and is hereby authorized to transact business in the state
of Nebraska as of the date of this certificate.**

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

In Testimony Whereof,



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

June 6, 2023

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

Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

Robert B. Evnen, Secretary of State
P.O. Box 94608
Lincoln, NE 68509
www.sos.nebraska.gov

Attach a certificate of existence, or document of similar import, duly authenticated by the secretary of state or other official having custody of the corporate records in the state or country under whose law the corporation is incorporated. Such certificate shall not be more than sixty (60) days old. A certified copy of the articles of incorporation should not be submitted and is not acceptable in lieu of such certificate.

Name of Corporation Caesars Entertainment, Inc.

Fictitious Name of Corporation* _____

(to be used only if actual corporate name is unavailable for use or does not comply with Nebraska law)

*Must provide a resolution from the Board of Directors signed by the Secretary adopting this fictitious name.
Note: Fictitious name must contain one of the words incorporated, corporation, limited or an abbreviation thereof.

Incorporated under the laws of Delaware

Date of Incorporation 07/20/2020 Period of Duration Perpetual

Address of Principal Office One Caesars Palace Las Vegas NV 89109
Street Address City State Zip

Registered Agent CSC-Lawyers Incorporating Service Company

Registered Office 233 South 13th Street Suite 1900 Lincoln NE 68508
Street Address and Post Office Box (if any) City Zip

Effective date if other than the date filed _____

Edmund L. Quatmann, Jr.

Signature

Edmund L. Quatmann, Jr./Secretary

Printed Name/Title

The Model Business Corporation Act requires that every filing be signed by the chairperson of the board of directors, the president, or one of the officers of the corporation. If the corporation has not yet been formed or directors have not yet been selected, the filing shall be signed by an incorporator. If the corporation is in the hands of a receiver, trustee, or other court appointed fiduciary, the filing shall be signed by that fiduciary.

NOTE: To complete this filing you must provide a list of officers and directors names and street addresses.

FILING FEE: \$110 (In-Office) / \$100 (Online)

Revised 07/01/2021

Neb. Rev. Stat. §21-2,205

OFFICERS:

Thomas R. Reeg/CEO

Name/Title

One Caesars Palace Drive

Street Address

LAS VEGAS NV 89109

City State Zip

ANTHONY L. CARANO/PRESIDENT & COO

Name/Title

ONE CAESARS PALACE DRIVE

Street Address

LAS VEGAS NV 89109

City State Zip

BRET YUNKER/CFO

Name/Title

ONE CAESARS PALACE DRIVE

Street Address

LAS VEGAS NV 89109

City State Zip

EDMUND L. QUATMANN, JR./EVP, CLO, SECRETARY

Name/Title

ONE CAESARS PALACE DRIVE

Street Address

LAS VEGAS NV 89109

City State Zip

STEPHANIE LEPORI/CAO AND ADMINISTRATIVE OFFICER

Name/Title

ONE CAESARS PALACE DRIVE

Street Address

LAS VEGAS NV 89109

City State Zip

JOSH JONES/CMO

Name/Title

ONE CAESARS PALACE DRIVE

Street Address

LAS VEGAS NV 89109

City State Zip

DIRECTORS:

Gary L. Carano/Executive Chairman

Name

One Caesars Palace Drive

Street Address

LAS VEGAS NV 89109

City State Zip

THOMAS R. REEG

Name

ONE CAESARS PALACE DRIVE

Street Address

LAS VEGAS NV 89109

City State Zip

JAN JONES BLACKHURST

Name

ONE CAESARS PALACE DRIVE

Street Address

LAS VEGAS NV 89109

City State Zip

DON KORNSTEIN

Name

ONE CAESARS PALACE DRIVE

Street Address

LAS VEGAS NV 89109

City State Zip

MICHAEL PEGRAM

Name

ONE CAESARS PALACE DRIVE

Street Address

LAS VEGAS NV 89109

City State Zip

DAVID TOMICK

Name

ONE CAESARS PALACE DRIVE

Street Address

LAS VEGAS NV 89109

City State Zip

Please Copy this page and submit additional pages if needed.

DIRECTORS:

BONNIE BIUMI

ONE CAESARS PALACE DRIVE

LAS VEGAS, NV 89109

FRANK FAHRENKOPF

ONE CAESARS PALACE DRIVE

LAS VEGAS NV 89109

COURTNEY MATHER

ONE CAESARS PALACE DRIVE

LAS VEGAS, NV 89109

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CAESARS ENTERTAINMENT, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF JUNE, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CAESARS ENTERTAINMENT, INC." WAS INCORPORATED ON THE TWENTIETH DAY OF JULY, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



3272809 8300

SR# 20232656574

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JWB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203476135

Date: 06-02-23

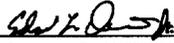
HARRAH'S NEBRASKA, LLC

WRITTEN CONSENT OF THE SOLE MEMBER

The undersigned, being the sole member (the "Member") of HARRAH'S NEBRASKA, LLC, a Delaware limited liability company (the "Company"), hereby adopts by written consent the resolutions attached hereto as Annex A.

IN WITNESS HEREOF, these resolutions have been adopted as of September 15, 2021 by the undersigned, which consents to the actions described in Annex A.

CEOC, LLC

By: 
Ed Quatmann (Oct 11, 2021 14:59 PDT)
Name: Edmund L. Quatmann, Jr.
Title: EVP, Chief Legal Officer and
Secretary

**WRITTEN CONSENT OF THE SOLE MEMBER
OF
HARRAH'S NEBRASKA, LLC**

September 15, 2021

NOW, THEREFORE, BE IT:

Approval of Prior Actions

RESOLVED, that all of the actions taken by Jill Eaton, the authorized person, on or prior to the date hereof, in connection with and in furtherance of the filing of the Company's Certificate of Formation on the date hereof be, and they hereby are, approved and adopted in all respects; and

RESOLVED, that all additional actions taken by any agents and other representatives of the Company on or prior to the date hereof in connection with the organization of the Company be, and they hereby are, in all respects approved.

Adoption of Certificate of Formation.

RESOLVED, that a copy of the Certificate of Formation of the Company, dated as of the date hereof, certified by the Secretary of State of the State of Delaware as being a true and correct copy of such Certificate of Formation of the Company as filed with such Secretary, be filed in the permanent records of the Company, and that such Certificate of Formation be, and the same hereby is, approved and adopted as the Certificate of Formation of the Company.

Adoption of Operating Agreement.

RESOLVED, that the Operating Agreement, dated as of the date hereof, attached hereto as Exhibit A, is hereby adopted as the Operating Agreement (the "Operating Agreement") of the Company.

Approval of Appointment of Resident Agent in the State of Delaware

RESOLVED, that Corporation Service Company be, and it hereby is, designated as Resident Agent of the Company and as the agent upon whom process against this Company may be served in accordance with the laws of the State of Delaware, and that said agent shall act under the direction and supervision of counsel of the Company in all matters arising out of or pertaining to said agency.

Establishment of Principal Office

RESOLVED, that One Caesars Palace Drive, Las Vegas, Nevada 89109 be, and the same hereby is, designated as the principal office for business of the Company.

Establishment of Bank Account or Accounts

RESOLVED, that upon written instruction from any of the individuals listed on Exhibit B (each an "Authorized Person"), the Company may open bank accounts (the "Company Bank Accounts") with such banks (the "Bank(s)") as the Authorized Persons determine would be a reasonable depository in any jurisdiction in which the entity does business;

RESOLVED, that funds deposited in any of the Company Bank Accounts may be withdrawn upon a check, draft, note or order when signed by any two of the said Authorized Persons, or their designee(s), whose signatures shall be duly certified to the Bank (the "Certified Signers") by the Company, and not otherwise;

RESOLVED, that any two of the said Authorized Persons or their designees may authorize the use of facsimile signatures on a Company Bank Account, and the Bank shall be authorized to honor checks, drafts, or orders up to Two Hundred Fifty Thousand Dollars (\$250,000.00), when bearing the facsimile signatures of any two of the Certified Signers, and shall be entitled to honor and charge for all such checks, drafts, or orders if such facsimile signatures resemble the facsimile specimens duly certified by the Secretary or an Assistant Secretary of the Company and filed with the Bank;

RESOLVED, that consistent with these resolutions the Company is hereby authorized to use phone initiated or electronic clearing house facilities of the Federal Reserve System for the purpose of transferring Company funds to and from various banks;

RESOLVED, that the Company is hereby authorized to arrange for the servicing by a Bank of any automatic teller machines purchased or leased by the Company;

RESOLVED, that the Company Bank Accounts established and administered by the Company shall not be subject to attachment, or any rights of deduction, set off or counterclaim by the Bank due to any contractual agreements or other obligations by and between the Bank and the Company or any of its constituent partners or holders of beneficial interests therein, it being the intent that the assets in the Company Bank Accounts shall be segregated from other assets of the Company;

RESOLVED, that any two of the Authorized Persons, or their designees, are hereby authorized to execute and deliver any documents including

signature cards, authorizations, powers of attorney or appointment, or other documents which they deem necessary and appropriate to give effect to the foregoing resolutions;

RESOLVED, that the Bank is hereby authorized to rely upon certificates signed by any of the above-named Authorized Persons or their designees as to all matters concerning the identity, authority or signature of Certified Signers;

RESOLVED, that each of the Authorized Persons, or their designees appointed in writing, be, and each of them hereby is, authorized to take any action to execute and deliver, on behalf of the Company, and to perform the Company's obligations under, any and all documents, agreements, contracts, and other instruments that any one or more of the Authorized Persons deem necessary or desirable to evidence or give effect to the action(s) contemplated in the foregoing resolution(s), all upon such terms and conditions, not inconsistent with the aforesaid resolution(s), as any one or more of the Authorized Persons or their designees may approve; and

RESOLVED, that the Member hereby adopts the form and content of any resolutions that any one or more of the Authorized Persons, or their designees, deem necessary to evidence the approval by the Company of, or carry into effect, the actions contemplated by the foregoing resolutions if (1) in the opinion of such Authorized Person, or such Authorized Person's designee, so acting, the adoption of such resolutions is necessary or advisable, and (2) the Secretary of the Company evidences such adoption by filing with this consent in the minute book of the Company copies of such resolutions which shall thereupon be deemed to be adopted by the Member and incorporated in this consent as a part of this resolution with the same force and effect as if presented and approved herewith.

Payment of Organizational Expenses

RESOLVED, that the Authorized Persons be, and each of them hereby is, empowered to authorize the payment, on behalf of the Company, all fees and expenses incurred in the formation and organization of the Company.

Employer Tax Identification Number

RESOLVED, that the Authorized Persons be, and each of them hereby is, authorized and empowered to apply to the Internal Revenue Service District Director for an employer identification number on Form SS 4 or any other applicable form.

Additional Filings

RESOLVED, that the Authorized Persons be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to make such

filings and applications, to execute and deliver such documents and instruments, and to do such acts and things as such officer deems necessary or appropriate in order to obtain such licenses, authorizations and permits as are necessary or appropriate for the Company's business, and to fulfill such legal requirements as are applicable to the Company and its business and to complete the organization of the Company.

Transaction of Business in Foreign Jurisdictions

RESOLVED, that the Authorized Persons be, and each of them hereby is, authorized on behalf of the Company to prepare and file such certificates, reports, irrevocable consents and appointments for service of process or other instruments as may be required by law to be filed in any State or territory of the United States, or in any foreign country in which said Authorized Persons shall find it necessary to file the same, to authorize the Company to transact business in such State, territory, or foreign country; and

RESOLVED, that any resolutions required to be adopted by the Company in connection with any such qualification shall be deemed to be adopted hereby.

General Authority to Effectuate Resolutions

RESOLVED, that the Authorized Persons be, and each of them hereby is, authorized to do or cause to be done in the name and on behalf of the Company, any and all such acts and things, and to execute, deliver and file, in the name and on behalf of the Company, any and all such agreements, applications, certificates and other documents and instruments, as any such Authorized Person may deem necessary, advisable or appropriate to effectuate the foregoing resolutions;

RESOLVED, that any and all actions heretofore taken by any Authorized Person(s) in connection with the matters contemplated by any of the foregoing resolutions be, and they hereby are, authorized, approved, ratified and confirmed in all respects as fully as if such actions had been presented to the Member for its approval prior to such actions being taken; and

RESOLVED, that this Written Consent of the Member may be executed in one or more counterparts, including via facsimile, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same consent.

Exhibit A

Operating Agreement

This OPERATING AGREEMENT (this "Agreement") of HARRAH'S NEBRASKA, LLC (the "Company") is made by CEOC, LLC (the "Member") effective as of _____.

1. **Formation of Limited Liability Company.** The Company was formed on _____ pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (the "Delaware Act"), by the filing of a Certificate of Formation of the Company with the office of the Secretary of the State of Delaware. The rights and obligations of the Member and the administration of the Company shall be governed by this Agreement and the Delaware Act. To the extent this Agreement is inconsistent in any respect with the Delaware Act, this Agreement shall control.
2. **Member.** CEOC, LLC is the sole member of the Company. The principal office address of the Member is One Caesars Palace Drive, Las Vegas, Nevada 89109.
3. **Purpose.** The Company may engage in any and all businesses or activities in which a limited liability company may be engaged under applicable law (including, without limitation, the Delaware Act).
4. **Name.** The name of the Company shall be HARRAH'S NEBRASKA, LLC.
5. **Registered Office; Other Places of Business.** The registered office of the Company in the State of Delaware is 251 Little Falls Drive, Wilmington, DE 19808. The Company may have such other offices as the Member may designate from time to time.
6. **Resident Agent.** The agent for service of process in Delaware as of the effective date of this Agreement is Corporation Service Company
7. **Term of Company.** The Company commenced on the date the Certificate of Formation was properly filed with the Secretary of State of the State of Delaware and shall exist in perpetuity or until its business and affairs are earlier wound up following proper dissolution.
8. **Management of Company.** All decisions relating to the business, affairs, and properties of the Company shall be made by the Member. The Member may appoint one or more managers and/or officers of the Company using any titles and may delegate all or some decision-making duties and responsibilities to such persons. Any such managers and/or officers shall serve at the pleasure of the Member. To the extent delegated by the Member, managers and/or officers shall have the authority to act on behalf of, bind,

and execute and deliver documents in the name and on behalf of the Company. In addition, unless otherwise determined the Member, any officer(s) so appointed shall have such authority and responsibility as is generally attributable to the holders of such officers in corporations incorporated under the laws of the state of Delaware. No delegation of authority hereunder shall cause the Member to cease to be a Member. The initial officers of the Company, as designated by the Member, are listed on Schedule A attached hereto.

9. **Other Activities.** The Member, its agents, representatives and affiliates may engage or invest in, and devote their time to, any other business venture or activity of any nature and description (independently or with others), whether or not such other activity may be deemed or construed to be in competition with the Company. The Company shall not have any right by virtue of this Agreement or the relationship created hereby in or to such other venture or activity (or to the income or proceeds derived therefrom), and the pursuit thereof, even if competitive with the business of the Company, shall not be deemed wrongful or improper.

10. **Standards of Conduct.** Whenever the Member is required or permitted to make a decision, take or approve an action, or omit to do any of the foregoing, then the Member shall be entitled to consider only such interests and factors, including its own, as it desires, and shall have no duty or obligation to consider any other interests or factors whatsoever. To the extent that the Member has, at law or in equity, duties (including, without limitation, fiduciary duties) to the Company or other person bound by the terms of this Agreement, the Member acting in accordance with the Agreement shall not be liable to the Company or any such other person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties of the Member otherwise existing at law or in equity, replace such other duties to the greatest extent permitted under applicable law.

11. **Limited Liability.** Except as otherwise required by any non-waivable provision of the Act or other applicable law, the Member shall not be personally liable in any manner whatsoever for any debt, liability, or other obligation of the Company, whether such debt, liability, or other obligation arises in contract, tort, or otherwise.

12. **Indemnification.** The Company shall indemnify and hold harmless the Member to the full extent permitted by law from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts (collectively, "Costs") arising from any and all claims, demands, actions, suits, or proceedings (civil, criminal, administrative, or investigative) (collectively, "Actions") in which the Member may be involved, or threatened to be involved as a party or otherwise, relating to the performance or nonperformance of any act concerning the activities of the Company. In addition, to the extent permitted by law, the Member may cause the Company to indemnify and hold harmless any managers and/or officers from and against any and all Costs arising from any or all Actions arising in connection with the business of the Company or by virtue of such person's capacity as an agent of the Company. Notwithstanding the foregoing, any and all

indemnification obligations of the Company shall be satisfied only from the assets of the Company, and the Member shall have no liability or responsibility therefor.

13. **Dissolution and Winding Up.** The Company shall dissolve, and its business and affairs shall be wound up pursuant to a written instrument executed by the Member. In such event, after satisfying creditors, all remaining assets shall be distributed to the Member.

14. **Amendments.** This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

15. **Governing Law.** The validity and enforceability of this Agreement shall be governed by and construed in accordance with the laws of Delaware without regard to other principles of conflicts of law.

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IN WITNESS WHEREOF, the Member hereto has duly executed this Agreement effective as of the above stated date.

HARRAH'S NEBRASKA, LLC
By: CEOC, LLC, its Sole Member

Name: Edmund L. Quatmann, Jr.
Title: Executive Vice President, Chief Legal Officer, and Secretary

OPERATING AGREEMENT

OF

HARRAH'S NEBRASKA, LLC

a Delaware Limited Liability Company

As of
September 15, 2021

**OPERATING AGREEMENT
OF
HARRAH'S NEBRASKA, LLC**

This OPERATING AGREEMENT (this "Agreement") of HARRAH'S NEBRASKA, LLC (the "Company") is made by CEOC, LLC (the "Member") effective as of September 15, 2021.

1. **Formation of Limited Liability Company.** The Company was formed on September 15, 2021 pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (the "Delaware Act"), by the filing of a Certificate of Formation of the Company with the office of the Secretary of the State of Delaware. The rights and obligations of the Member and the administration of the Company shall be governed by this Agreement and the Delaware Act. To the extent this Agreement is inconsistent in any respect with the Delaware Act, this Agreement shall control.

2. **Member.** CEOC, LLC is the sole member of the Company. The principal office address of the Member is One Caesars Palace Drive, Las Vegas, Nevada 89109.

3. **Purpose.** The Company may engage in any and all businesses or activities in which a limited liability company may be engaged under applicable law (including, without limitation, the Delaware Act).

4. **Name.** The name of the Company shall be HARRAH'S NEBRASKA, LLC.

5. **Registered Office; Other Places of Business.** The registered office of the Company in the State of Delaware is 251 Little Falls Drive, Wilmington, DE 19808. The Company may have such other offices as the Member may designate from time to time.

6. **Resident Agent.** The agent for service of process in Delaware as of the effective date of this Agreement is Corporation Service Company

7. **Term of Company.** The Company commenced on the date the Certificate of Formation was properly filed with the Secretary of State of the State of Delaware and shall exist in perpetuity or until its business and affairs are earlier wound up following proper dissolution.

8. **Management of Company.** All decisions relating to the business, affairs, and properties of the Company shall be made by the Member. The Member may appoint one or more managers and/or officers of the Company using any titles and may delegate all or some decision-making duties and responsibilities to such persons. Any such managers and/or officers shall serve at the pleasure of the Member. To the extent delegated by the Member, managers and/or officers shall have the authority to act on behalf of, bind, and execute and deliver documents in the name and on behalf of the Company. In addition, unless otherwise determined the Member, any officer(s) so appointed shall have such authority and responsibility as is generally attributable to the holders of such officers in corporations incorporated under the laws of the state of Delaware.

No delegation of authority hereunder shall cause the Member to cease to be a Member. The initial officers of the Company, as designated by the Member, are listed on Schedule A attached hereto.

9. **Other Activities.** The Member, its agents, representatives and affiliates may engage or invest in, and devote their time to, any other business venture or activity of any nature and description (independently or with others), whether or not such other activity may be deemed or construed to be in competition with the Company. The Company shall not have any right by virtue of this Agreement or the relationship created hereby in or to such other venture or activity (or to the income or proceeds derived therefrom), and the pursuit thereof, even if competitive with the business of the Company, shall not be deemed wrongful or improper.

10. **Standards of Conduct.** Whenever the Member is required or permitted to make a decision, take or approve an action, or omit to do any of the foregoing, then the Member shall be entitled to consider only such interests and factors, including its own, as it desires, and shall have no duty or obligation to consider any other interests or factors whatsoever. To the extent that the Member has, at law or in equity, duties (including, without limitation, fiduciary duties) to the Company or other person bound by the terms of this Agreement, the Member acting in accordance with the Agreement shall not be liable to the Company or any such other person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties of the Member otherwise existing at law or in equity, replace such other duties to the greatest extent permitted under applicable law.

11. **Limited Liability.** Except as otherwise required by any non-waivable provision of the Act or other applicable law, the Member shall not be personally liable in any manner whatsoever for any debt, liability, or other obligation of the Company, whether such debt, liability, or other obligation arises in contract, tort, or otherwise.

12. **Indemnification.** The Company shall indemnify and hold harmless the Member to the full extent permitted by law from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts (collectively, "Costs") arising from any and all claims, demands, actions, suits, or proceedings (civil, criminal, administrative, or investigative) (collectively, "Actions") in which the Member may be involved, or threatened to be involved as a party or otherwise, relating to the performance or nonperformance of any act concerning the activities of the Company. In addition, to the extent permitted by law, the Member may cause the Company to indemnify and hold harmless any managers and/or officers from and against any and all Costs arising from any or all Actions arising in connection with the business of the Company or by virtue of such person's capacity as an agent of the Company. Notwithstanding the foregoing, any and all indemnification obligations of the Company shall be satisfied only from the assets of the Company, and the Member shall have no liability or responsibility therefor.

13. **Dissolution and Winding Up.** The Company shall dissolve, and its business and affairs shall be wound up pursuant to a written instrument executed by the Member. In such event, after satisfying creditors, all remaining assets shall be distributed to the Member.

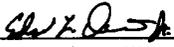
14. **Amendments.** This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

15. **Governing Law.** The validity and enforceability of this Agreement shall be governed by and construed in accordance with the laws of Delaware without regard to other principles of conflicts of law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Member hereto has duly executed this Agreement effective as of the above stated date.

HARRAH'S NEBRASKA, LLC
By: CEOC, LLC, its Sole Member



Ed Quatmann (Oct 11, 2021 14:59 PDT)

Name: Edmund L. Quatmann, Jr.
Title: Executive Vice President, Chief Legal Officer, and Secretary

SCHEDULE A

OFFICERS

<u>Name</u>	<u>Title</u>
Thomas Reeg	Chief Executive Officer
Anthony Carano	President and Chief Operating Officer
Bret Yunker	Chief Financial Officer
Edmund Quatmann, Jr.	Executive Vice President, Chief Legal Officer, and Secretary

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT (this "First Amendment") is made and entered into as of January 1ST, 2022 (the "Amendment Effective Date"), by and between CONVERGENCE, L.L.C., a Nebraska limited liability company ("Landlord"), and HARRAH'S NEBRASKA LLC, a Delaware limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant are parties to that certain Ground Lease Agreement dated November 8, 2021 (the "Lease").

B. Landlord and Tenant desire to amend the Lease to correct the spelling of the name of Landlord and to extend the Inspection Period by a period of forty-five (45) days, subject to the terms and conditions of this First Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Amendments.** The parties agree to amend the Lease as follows:
 - a. Each place where CONVERGENCE, LLC appears in the Lease is hereby deleted in its entirety and replaced with CONVERGENCE, L.L.C.
 - b. Each place where Convergence, LLC appears in the Lease is hereby deleted in its entirety and replaced with Convergence, L.L.C.
 - c. The definition of "Inspection Period" set forth in Article 1 of the Lease is hereby deleted in its entirety and replaced with the following: "*Inspection Period*" shall mean the period commencing on the Lease Effective Date and expiring at 5:00 p.m., central time, on February 21, 2022.
 - d. Notwithstanding anything to the contrary in the Lease, the Lease shall be amended such that all references therein to the term "Lease" shall refer to the Lease, as amended by this First Amendment and as further amended from time to time.
2. **Capitalized Terms.** All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Lease.

3. Full Force and Effect. Except to the extent amended by this First Amendment, the Lease is hereby ratified and confirmed in all respects and is in full force and effect. To the extent that any term or provision of the Lease conflicts with any term or provision of this First Amendment, the terms and provisions of this First Amendment shall control.
4. Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Nebraska without regard to its conflict of laws provisions.
5. Successors and Assigns. This First Amendment shall bind and inure to the benefit of the respective heirs, assigns, personal representatives and successors of the parties hereto.
6. Severability. If any term, provision, covenant or condition of this First Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this First Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
7. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument. An electronic or facsimile copy of this First Amendment shall be deemed, and shall have the same legal force and effect as, an original document.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the Amendment Effective Date.

LANDLORD:

CONVERGENCE, L.L.C.,
a Nebraska limited liability company

By:  ✓
Name: TOM JACKSON
Its: CEO

TENANT:

HARRAH'S NEBRASKA LLC,
a Delaware limited liability company

By:  ✓
Name: Bret D. Yunker
Its: Chief Financial Officer

SECOND AMENDMENT TO GROUND LEASE AGREEMENT

THIS SECOND AMENDMENT TO GROUND LEASE AGREEMENT (this “Second Amendment”) is made and entered into as of February 18, 2022 (the “Amendment Effective Date”), by and between CONVERGENCE, L.L.C., a Nebraska limited liability company (“Landlord”), and HARRAH’S NEBRASKA LLC, a Delaware limited liability company (“Tenant”).

RECITALS

A. Landlord and Tenant are parties to that certain Ground Lease Agreement dated November 8, 2021, as amended by that certain First Amendment to Ground Lease Agreement, dated as of January 1, 2022 (the “Lease”).

B. Landlord and Tenant desire to amend the Lease to correct the spelling of the name of Landlord and to extend the Inspection Period by a period of forty-five (45) days, subject to the terms and conditions of this Second Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Amendments.** The parties agree to amend the Lease as follows:
 - a. The definition of “Inspection Period” set forth in Article 1 of the Lease is hereby deleted in its entirety and replaced with the following: “*Inspection Period*” shall mean the period commencing on the Lease Effective Date and expiring at 5:00 p.m., central time, on February 28, 2022.
 - b. Notwithstanding anything to the contrary in the Lease, the Lease shall be amended such that all references therein to the term “Lease” shall refer to the Lease, as amended by this Second Amendment and as further amended from time to time.
2. **Capitalized Terms.** All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Lease.
3. **Full Force and Effect.** Except to the extent amended by this Second Amendment, the Lease is hereby ratified and confirmed in all respects and is in full force and effect. To the extent that any term or provision of the Lease conflicts with any term or provision of this Second Amendment, the terms and provisions of this Second Amendment shall control.
4. **Governing Law.** This Second Amendment shall be construed and enforced in accordance with the laws of the State of Nebraska without regard to its conflict of laws provisions.

5. Successors and Assigns. This Second Amendment shall bind and inure to the benefit of the respective heirs, assigns, personal representatives and successors of the parties hereto.

6. Severability. If any term, provision, covenant or condition of this Second Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Second Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

7. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument. An electronic or facsimile copy of this Second Amendment shall be deemed, and shall have the same legal force and effect as, an original document.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of the Amendment Effective Date.

LANDLORD:

CONVERGENCE, L.L.C.,
a Nebraska limited liability company

By: 
Name: ~~CEO~~ Tom Jackson
Its: CEO

TENANT:

HARRAH'S NEBRASKA LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of the Amendment Effective Date.

LANDLORD:

CONVERGENCE, L.L.C.,
a Nebraska limited liability company

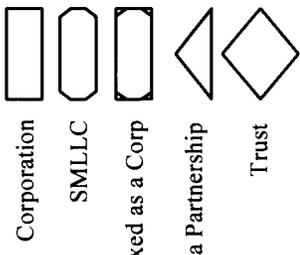
By: _____
Name: _____
Its: _____

TENANT:

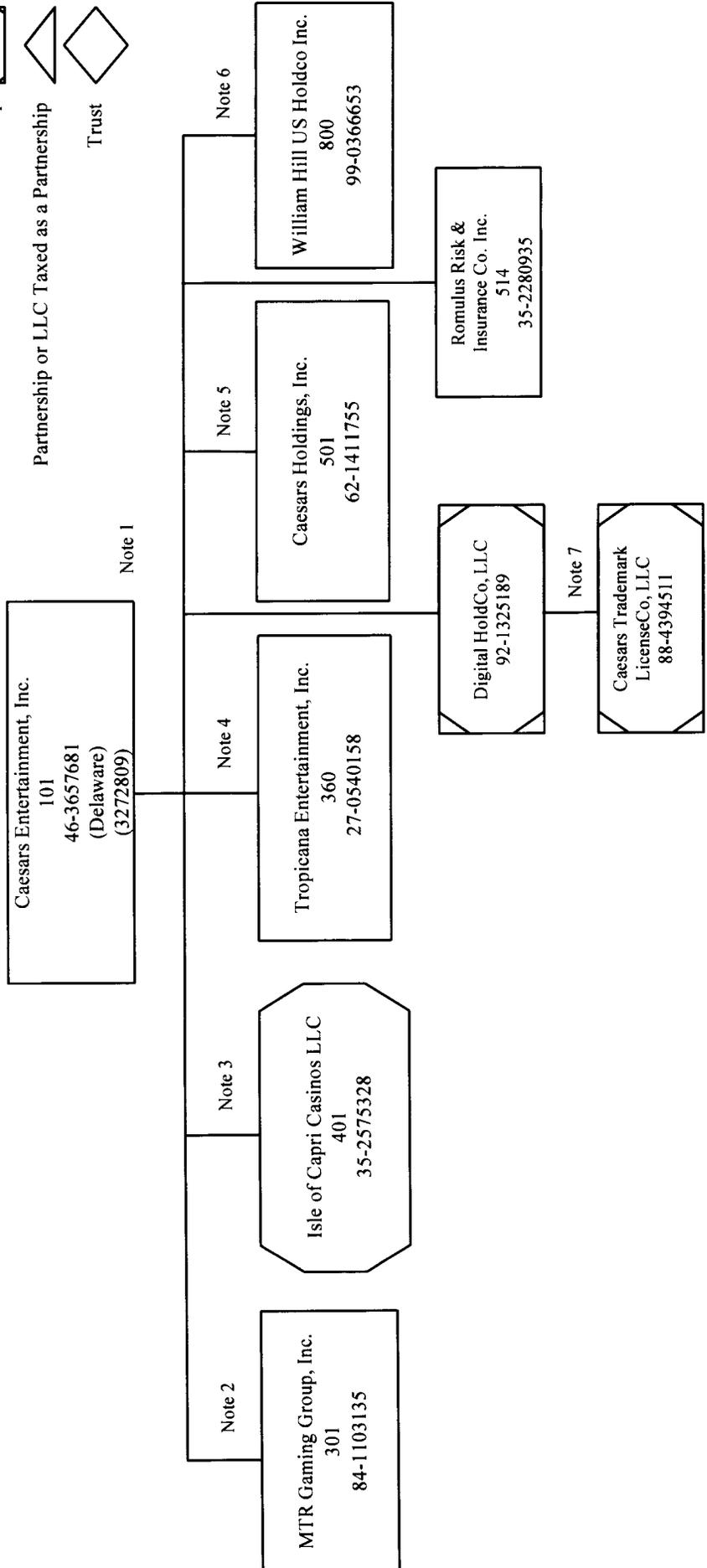
HARRAH'S NEBRASKA LLC,
a Delaware limited liability company

By:  _____
Name: Bret D. Yunker
Its: Chief Financial Officer

CAESARS ENTERTAINMENT, INC. Affiliated Group Corporate Structure

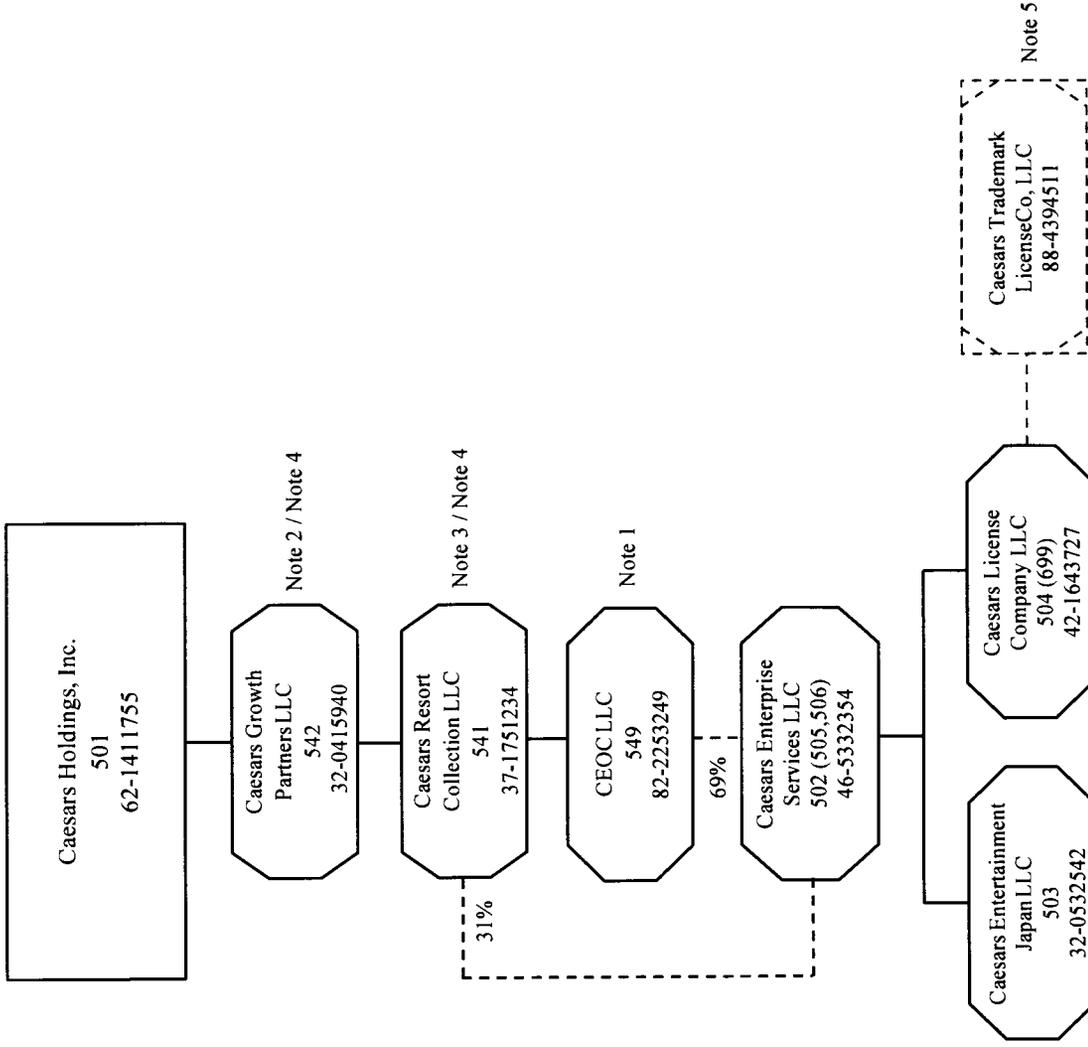


100% Ownership = _____
 Partial Ownership = - - - - -



Note 1: See page 2-3 for additional Caesars Entertainment, Inc. subsidiaries.
 Note 2: See page 4 for additional MTR Gaming Group, Inc. subsidiaries.
 Note 3: See pages 5-6 for additional Isle of Capri Casinos LLC subsidiaries.
 Note 4: See page 7 for additional Tropicana Entertainment, Inc. subsidiaries.
 Note 5: See pages 8-18 for additional Caesars Holdings, Inc. subsidiaries.
 Note 6: See page 19 for additional William Hill US Holdco Inc. subsidiaries.
 Note 7: Caesars Trademark LicenseCo, LLC was distributed to Caesars Entertainment, Inc. and contributed by Caesars Entertainment, Inc to Digital Holdco, LLC on February 1, 2023.

CAESARS ENTERTAINMENT, INC. Affiliated Group Corporate Structure



Note 1: See pages 11-17 for additional CEOC LLC subsidiaries.

Note 2: See pages 18 for additional Caesars Growth Partners LLC subsidiaries.

Note 3: See page 19 for additional Caesars Resorts Collection LLC subsidiaries.

Note 4: Caesars Growth Partners, LLC and Caesars Resort Collection, LLC filed a check-the-box election making them disregarded entities effective 1/1/2023.

Note 5: Caesars Trademark LicenseCo, LLC was distributed to Caesars Entertainment, Inc. and contributed by Caesars Entertainment, Inc to Digital Holdco, LLC on February 1, 2023.

THIRD AMENDMENT TO GROUND LEASE AGREEMENT

THIS THIRD AMENDMENT TO GROUND LEASE AGREEMENT (this "Amendment") is made and entered into as of February 25th, 2022 (the "Amendment Effective Date"), by and between CONVERGENCE, L.L.C., a Nebraska limited liability company ("Landlord"), and HARRAH'S NEBRASKA LLC, a Delaware limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant are parties to that certain Ground Lease Agreement dated November 8, 2021, as amended by that certain First Amendment to Ground Lease Agreement, dated as of January 1, 2022, and as further amended by that certain Second Amendment to Ground Lease Agreement, dated as of February 18, 2022 (the "Lease").

B. Landlord and Tenant desire to extend the Inspection Period, subject to the terms and conditions of this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Amendments.** The parties agree to amend the Lease as follows:
 - a. The definition of "Inspection Period" set forth in Article 1 of the Lease is hereby deleted in its entirety and replaced with the following: "*Inspection Period*" shall mean the period commencing on the Lease Effective Date and expiring at 5:00 p.m., central time, on March 7, 2022.
 - b. Notwithstanding anything to the contrary in the Lease, the Lease shall be amended such that all references therein to the term "Lease" shall refer to the Lease, as amended by this Amendment and as further amended from time to time.
2. **Capitalized Terms.** All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Lease.
3. **Full Force and Effect.** Except to the extent amended by this Amendment, the Lease is hereby ratified and confirmed in all respects and is in full force and effect. To the extent that any term or provision of the Lease conflicts with any term or provision of this Amendment, the terms and provisions of this Amendment shall control.
4. **Governing Law.** This Amendment shall be construed and enforced in accordance with the laws of the State of Nebraska without regard to its conflict of laws provisions.

5. Successors and Assigns. This Amendment shall bind and inure to the benefit of the respective heirs, assigns, personal representatives and successors of the parties hereto.

6. Severability. If any term, provision, covenant or condition of this Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument. An electronic or facsimile copy of this Amendment shall be deemed, and shall have the same legal force and effect as, an original document.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

LANDLORD:

CONVERGENCE, L.L.C.,
a Nebraska limited liability company

By: 
Name: Tom Jackson
Its: CEO/President

TENANT:

HARRAH'S NEBRASKA LLC,
a Delaware limited liability company

By: 
Name: Bret D. Yunker
Its: Chief Financial Officer

FOURTH AMENDMENT TO GROUND LEASE AGREEMENT

THIS FOURTH AMENDMENT TO GROUND LEASE AGREEMENT (this "Amendment") is made and entered into as of March 4th, 2022 (the "Amendment Effective Date"), by and between **CONVERGENCE, L.L.C.**, a Nebraska limited liability company ("Landlord"), and **HARRAH'S NEBRASKA LLC**, a Delaware limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant are parties to that certain Ground Lease Agreement dated November 8, 2021, as amended by that certain First Amendment to Ground Lease Agreement, dated as of January 1, 2022, as further amended by that certain Second Amendment to Ground Lease Agreement, dated as of February 18, 2022, and as further amended by that certain Third Amendment to Ground Lease Agreement, dated as of February 25, 2022 (the "Lease").

B. Landlord and Tenant desire to extend the Inspection Period, subject to the terms and conditions of this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Amendments.** The parties agree to amend the Lease as follows:
 - a. The definition of "Inspection Period" set forth in Article 1 of the Lease is hereby deleted in its entirety and replaced with the following: "*Inspection Period*" shall mean the period commencing on the Lease Effective Date and expiring at 5:00 p.m., central time, on March 14, 2022.
 - b. Notwithstanding anything to the contrary in the Lease, the Lease shall be amended such that all references therein to the term "Lease" shall refer to the Lease, as amended by this Amendment and as further amended from time to time.
2. **Capitalized Terms.** All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Lease.
3. **Full Force and Effect.** Except to the extent amended by this Amendment, the Lease is hereby ratified and confirmed in all respects and is in full force and effect. To the extent that any term or provision of the Lease conflicts with any term or provision of this Amendment, the terms and provisions of this Amendment shall control.
4. **Governing Law.** This Amendment shall be construed and enforced in accordance with the laws of the State of Nebraska without regard to its conflict of laws provisions.

5. Successors and Assigns. This Amendment shall bind and inure to the benefit of the respective heirs, assigns, personal representatives and successors of the parties hereto.

6. Severability. If any term, provision, covenant or condition of this Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument. An electronic or facsimile copy of this Amendment shall be deemed, and shall have the same legal force and effect as, an original document.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

LANDLORD:

CONVERGENCE, L.L.C.,
a Nebraska limited liability company

By: 
Name: Tom Jackson
Its: CEO/President

TENANT:

HARRAH'S NEBRASKA LLC,
a Delaware limited liability company

By: 
Name: Bret D. Yunker
Its: Chief Financial Officer

FIFTH AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIFTH AMENDMENT TO GROUND LEASE AGREEMENT (this "Amendment") is made and entered into as of March 14, 2022 (the "Amendment Effective Date"), by and between CONVERGENCE, L.L.C., a Nebraska limited liability company ("Landlord"), and HARRAH'S NEBRASKA LLC, a Delaware limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant are parties to that certain Ground Lease Agreement dated November 8, 2021, as amended by that certain First Amendment to Ground Lease Agreement, dated as of January 1, 2022, as amended by that certain Second Amendment to Ground Lease Agreement, dated as of February 18, 2022, as amended by that certain Third Amendment to Ground Lease Agreement, dated as of February 25, 2022, and as amended by that certain Fourth Amendment to Ground Lease Agreement, dated as of March 4, 2022 (the "Lease").

B. Landlord and Tenant desire to amend the Lease to update certain exhibits, as more particularly set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Amendments. The parties agree to amend the Lease as follows:
 - a. Exhibit A-1 attached to the Lease is hereby deleted in its entirety and replaced with **Exhibit A-1** attached hereto and incorporated herein by this reference.
 - b. Exhibit A-2 attached to the Lease is hereby deleted in its entirety and replaced with **Exhibit A-2** attached hereto and incorporated herein by this reference.
 - c. The phrase "approximately 107 acres" set forth in the definition of "Leased Ground" set forth in Article 1 of the Lease is hereby deleted in its entirety and replaced with the phrase "approximately 104.74 acres".
 - d. Notwithstanding anything to the contrary in the Lease, the Lease shall be amended such that all references therein to the term "Lease" shall refer to the Lease, as amended by this Amendment and as further amended from time to time.
2. Capitalized Terms. All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Lease.
3. Full Force and Effect. Except to the extent amended by this Amendment, the Lease is hereby ratified and confirmed in all respects and is in full force and effect. To the extent that any

term or provision of the Lease conflicts with any term or provision of this Amendment, the terms and provisions of this Amendment shall control.

4. Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Nebraska without regard to its conflict of laws provisions.

5. Successors and Assigns. This Amendment shall bind and inure to the benefit of the respective heirs, assigns, personal representatives and successors of the parties hereto.

6. Severability. If any term, provision, covenant or condition of this Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument. An electronic or facsimile copy of this Amendment shall be deemed, and shall have the same legal force and effect as, an original document.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

LANDLORD:

CONVERGENCE, L.L.C.,
a Nebraska limited liability company

By: 
Name: TOM JACKSON
Its: CEO/PRESIDENT.

TENANT:

HARRAH'S NEBRASKA LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

LANDLORD:

CONVERGENCE, L.L.C.,
a Nebraska limited liability company

By: _____
Name: _____
Its: _____

TENANT:

HARRAH'S NEBRASKA LLC,
a Delaware limited liability company

By: Bret Yunker
Name: Bret Yunker
Its: Chief Financial Officer

EXHIBIT A-1

LEGAL DESCRIPTION OF REAL PROPERTY

Parcel 1:

A tract of land commencing at the Southwest corner of the Southwest Quarter (SW ¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska; thence 1,315.3 feet North 00°00' East along the West line of the said Southwest Quarter (SW ¼) to the Northwest corner of the South Half of the Southwest Quarter (S½ SW¼); thence 628.5 feet South 89°32' East along the North line of the South Half of said Southwest Quarter (S½ SW¼) to a point; thence 765.14 feet South, 00 °00' East parallel to the West line of said Southwest Quarter (SW ¼) to a point; thence 150.0 feet South 90 °00' East to a point; thence 552.70 feet South 00°00' East parallel to the West line of the said Southwest Quarter (SW ¼) to a point on the South line of said Southwest Quarter (SW¼); thence 778.5 feet, North 89 °26' West along the South line of said Southwest Quarter (SW¼) to the point of beginning. EXCEPT: Referring to the Southwest corner of the Southwest Quarter (SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., in Platte County, Nebraska; thence 78.0 feet South, 89 °26' East to the point of beginning; thence 545.2 feet, North 0 °00' East parallel to the West line of said Southwest Quarter (SW ¼); thence 503.0 feet South, 90°00' East; thence 550.95 feet South, 0 °00' East parallel to the West line of said Southwest Quarter (SW¼) to the South line of said Southwest Quarter (SW¼); thence 503.03 feet North, 89°26' West along the South line of said Southwest Quarter (SW ¼) to the point of beginning. AND FURTHER EXCEPTING: A tract of land located in the Southwest Quarter (SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska described as follows: Beginning at the Southwest corner of said Quarter Section; thence Northerly a distance of 170.07 feet along the Westerly line of said Quarter Section; thence Southeasterly deflecting 116 °07'58" Right, a distance of 86.88 feet to a point on Grantor's Easterly property line; thence Southerly deflecting 063 °52'02" Right; along said Grantor's Easterly property line, a distance of 132.61 feet to a point on the Southerly line of said Quarter Section; thence Westerly deflecting 090 °35'50" Right, along the Southerly line of said Quarter Section a distance of 78.00 feet to the point of beginning.

Parcel 2:

The South Half of the Southwest Quarter (S½ SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, EXCEPT the following: Commencing at a point 545 North of the Southwest corner of the Southwest Quarter (SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska; thence E 628.5 feet at a 90° angle to the West line of said Southwest Quarter (SW ¼) to a point of beginning; thence North 693 feet parallel to the West line of the said Southwest Quarter (SW ¼) to a point; thence East 150 feet perpendicular to the West line of the said Southwest Quarter (SW ¼) to a point; thence South 693 feet parallel to the West line of the said Southwest Quarter (SW ¼) to a point; thence West 150 feet to the point of beginning, all located in the Southwest Quarter (SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, also including right of ingress and egress over a roadway described as follows: Part of the Southwest Quarter (SW ¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at a point 1,238 feet North of the

Southwest corner of said Southwest Quarter (SW $\frac{1}{4}$); thence East 745.5 feet, thence North 82.0 feet, thence West 745.5 feet, thence South 82 feet, to the place of beginning, A/K/A Terry Subdivision, a Minor Subdivision located in the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$), Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska. AND FURTHER EXCEPTING: Commencing at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska; thence 1,315.3 feet North 00°00' East along the West line of the said Southwest Quarter (SW $\frac{1}{4}$) to the Northwest corner of the South Half of said Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$); thence 628.5 feet South 89°32' East along the North line of the South Half of said Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) to a point; thence 765.14 feet South, 00°00' East parallel to the West line of said Southwest Quarter (SW $\frac{1}{4}$) to a point; thence 150.0 feet South 90°00' East to a point; thence 552.70 feet South 00°00' East parallel to the West line of the said Southwest Quarter (SW $\frac{1}{4}$) to a point on the South line of said Southwest Quarter (SW $\frac{1}{4}$); thence 778.5 feet, North 89°26' West along the South line of said Southwest Quarter (SW $\frac{1}{4}$) to the point of beginning.

Parcel 3:

A tract of land commencing at the Northwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), Township Seventeen (17) North, Range One (1) West of the 6th P.M., in Platte County, Nebraska; thence 778.5 feet East along the North line of the said Northwest Quarter (NW $\frac{1}{4}$) to a point; thence 707.4 feet South at a deflection angle of 90° right to a point on the North right-of-way line of U.S. Highway #81; thence 1,002.5 feet Northwesterly along said right-of-way line to a point on the West line of the said Northwest Quarter (NW $\frac{1}{4}$); thence 73.9 feet North along the West line of the said Northwest Quarter (NW $\frac{1}{4}$) to the point of beginning, all in the said Northwest Quarter (NW $\frac{1}{4}$). EXCEPT that part deeded to The State of Nebraska as set out in Warranty Deed dated June 22, 1961 and recorded July 11, 1961 in Book 120, Page 569; AND FURTHER EXCEPTING that part set out in the Return of Appraisers dated September 27, 1995 and recorded May 5, 1997 in Book 91, Page 113.

Parcel 4:

All that part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, lying North and East of the present U.S. Highway #81, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), thence West 2,681.3 feet along the North line of said Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), to the Northwest corner of said Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), thence South 73.9 feet along the West line of said Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), to a point on the North right-of-way line of State Highway #81, thence Southeast along the North right-of-way line of State Highway #81 to a point on the East line of said Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), said point lying 379.6 feet North of the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), thence North 2,270.3 feet along the East line of said Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), to the point of beginning; EXCEPT a tract of land commencing at the Northwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), Township Seventeen (17) North, Range One (1) West of the 6th P.M., in Platte County, Nebraska; thence 778.5 feet East along the North line of the said Northwest Quarter (NW $\frac{1}{4}$) to a point; thence 707.4 feet South at a deflection angle of 90° right to a point on the North right-of-way line of U.S.

Highway #81; thence 1,002.5 feet Northwesterly along said right-of-way line to a point on the West line of the said Northwest Quarter (NW¼); thence 73.9 feet North along the West line of the said Northwest Quarter (NW ¼) to the point of beginning, all in the said Northwest Quarter (NW¼). EXCEPT that part deeded to The State of Nebraska as set out in Warranty Deed dated June 22, 1961 and recorded July 11, 1961 in Book 120, Page 569; AND FURTHER EXCEPTING that part set out in the Return of Appraisers dated September 27, 1995 and recorded May 5, 1997 in Book 91, Page 113.

Parcel 5:

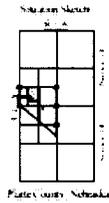
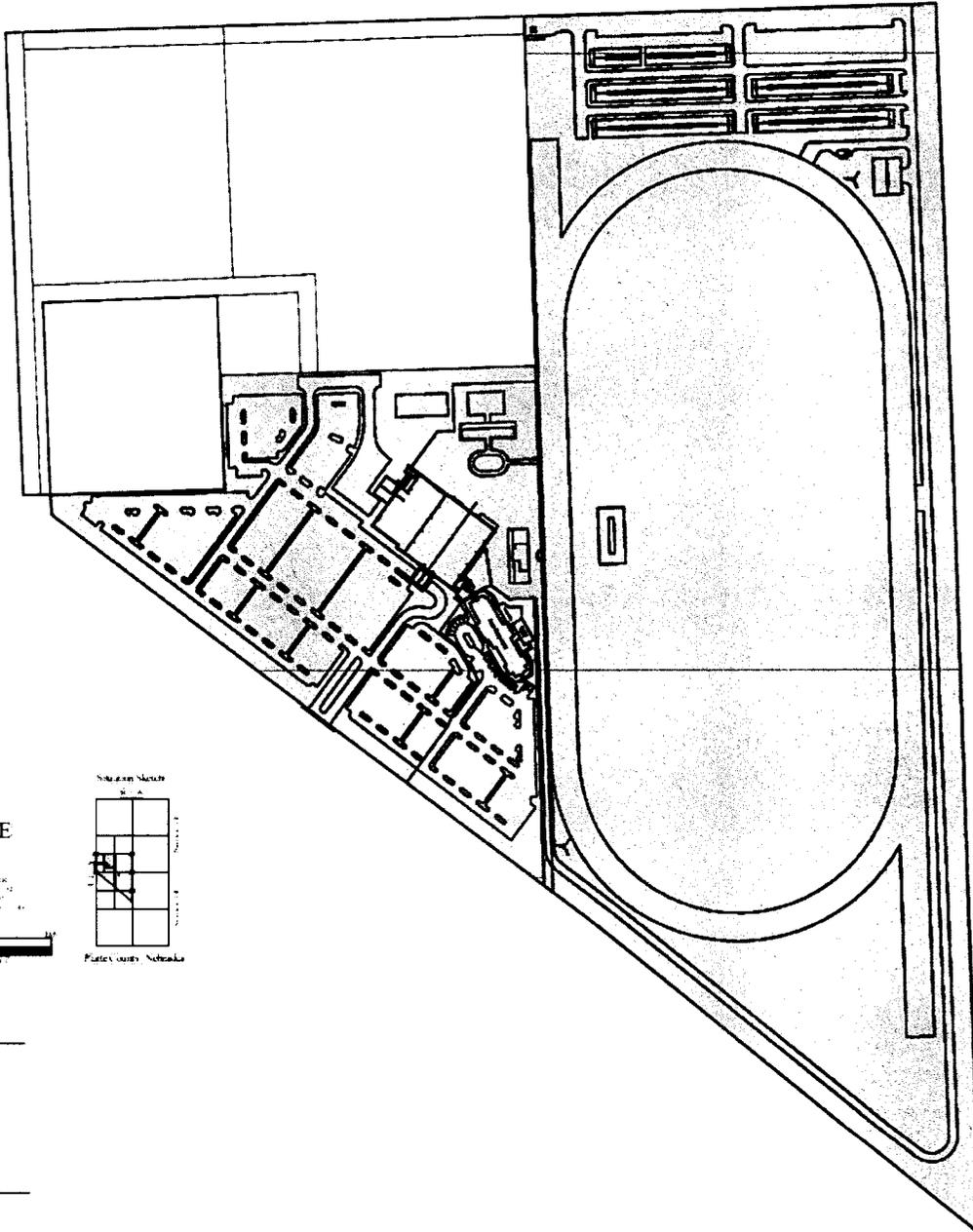
Lots One and Two (1 & 2), Terry Subdivision, Columbus, Platte County, Nebraska.

Commencing at a Point 545 feet North of the Southwest corner of the Southwest quarter (SW1/4) of Section 11, Township 17 North, Range One (1) West of the 6th P.M., Platte County, Nebraska, thence East 628 feet at a 90 degree angle to the West line of said Southwest quarter (SW1/4) to a Point of Beginning; thence North 693 feet parallel to the West line of the said Southwest quarter (SW1/4) to a point, thence East 150 feet perpendicular to the West line of the said Southwest quarter (SW1/4) to a point, thence South 693 feet parallel to the West line of the said Southwest quarter (SW1/4) of Section 11, Township 17 North, Range One (1) West of the 6th P.M., Platte County, Nebraska.

EXHIBIT A-2

LEGAL DESCRIPTION AND DEPICTION OF LEASED GROUND

(Depicted in blue below and legally described on following page)



LEGAL DESCRIPTION OF LEASED GROUND:

A tract of land located in the South 1/2 of the Southwest 1/4 of Section 11 and the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°25'06" E on the North line of the Northwest 1/4 of said Section 14, 77.98 feet to the Point of Beginning; thence N 88°23'10" E on said North line, 502.67 feet; thence N 02°10'36" W, 324.96 feet; thence N 88°23'10" E, 885.98 feet; thence N 01°56'37" W, 992.94 feet to a point on the North line of the South 1/2 of the Southwest 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°16'56" E on said North line, 1214.93 feet to the Northeast corner of the South 1/2 of said Southwest 1/4; thence S 02°12'00" E on the East line of the South 1/2 of said Southwest 1/4, 1319.48 feet to the Northeast corner of the Northwest 1/4 of said Section 14; thence S 01°58'03" E on the East line of said Northwest 1/4, 1323.86 feet to the Southeast corner of the North 1/2 of said Northwest 1/4; thence S 01°58'10" E on said East line, 870.43 feet to a point on the Northeasterly Right-of-Way line of U.S. Highway #81; thence N 51°05'52" W on said Northeasterly Right-of-Way line, 1410.68 feet; thence N 53°33'46" W on said Northeasterly Right-of-Way line, 165.38 feet; thence N 01°56'37" W, 839.02 feet; thence S 88°03'23" W, 96.78 feet; thence N 53°31'03" W, 64.87 feet; thence S 73°36'24" W, 23.76 feet; thence S 59°29'18" W, 69.79 feet; thence S 36°48'43" W, 112.07 feet; thence S 53°11'17" E, 69.05 feet; thence S 30°30'42" E, 110.04 feet; thence S 36°48'43" W, 117.58 feet; thence S 23°49'02" W, 40.02 feet; thence S 36°26'14" W and perpendicular to said Northeasterly Right-of-Way line, 202.29 feet to a point on said Northeasterly Right-of-Way line; thence N 53°33'46" W on said Northeasterly Right-of-Way line, 385.76 feet; thence N 53°07'56" W on said Northeasterly Right-of-Way line, 893.35 feet; thence N 03°33'13" W, 57.47 feet to the Point of Beginning, containing 104.74 acres more or less.

GROUND LEASE AGREEMENT

between

CONVERGENCE, LLC,
a Nebraska limited liability company, as Landlord

and

HARRAH'S NEBRASKA LLC,
a Delaware limited liability company, as Tenant

Dated as of November 8, 2021

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GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Lease") is executed as of the 8th day of November, 2021 (the "Lease Effective Date") by and between **CONVERGENCE, LLC**, a Nebraska limited liability company, and **HARRAH'S NEBRASKA LLC**, a Delaware limited liability company.

PRELIMINARY STATEMENTS

A. Landlord is the owner of certain real property located in Platte County, Nebraska, consisting of approximately 140 acres, which is more particularly described in Exhibit A-1 attached hereto (the "Real Property").

B. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Leased Ground for the development, construction and operation of the Project subject to and upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and the acts to be performed by the parties, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

ARTICLE 1 DEFINITIONS

The following definitions shall apply to this Lease, including the exhibits attached hereto:

"Additional Rent" shall mean any amounts, other than the Development Payment, GGR Rent and NGR Rent, if applicable, payable by Tenant to Landlord hereunder.

"Affiliate" shall mean, for any party, any Person that directly or indirectly Controls, is Controlled by, or is under common Control with such party.

"Annual Statement" shall have the meaning set forth in Section 5.2(a).

"Attorney Expenses" shall mean actual reasonable third party out-of-pocket attorneys' fees paid or that are due and owing by Landlord in connection with the negotiation of this Lease and the Project Agreements through the date of termination of this Lease pursuant to Section 3.2 or Section 4.5, as applicable.

"Base Term" shall mean the period of time beginning on the Delivery Date and extending through the earlier of the expiration date set out in Section 4.2 of this Lease or the date this Lease is terminated in accordance with its provisions.

"Casualty" shall have the meaning set forth in Section 10.1.

“*CER*” shall have the meaning set forth in Section 15.1.

“*Collateral*” shall have the meaning set forth in Section 8.2(i).

“*Competing Use*” shall mean any restaurant, sports bar, bar or other use contemplated by the Project or conducted on the Leased Ground from time to time, in each case, to the extent not constituting a Prohibited Use; provided, that in no event shall a Competing Use include: (a) with respect to any hotel developed and operated on the Remainder Parcel, any restaurant only offering continental breakfast or any bar (other than a sports bar) located in such hotel consistent with the hotel brand standards of the operator thereof; or (b) any use (other than restaurant, sports bar or bar) conducted on the Remainder Parcel which commences prior to the date that Tenant elects to introduce such use on the Leased Ground, in each case, so long as any such use does not constitute a Prohibited Use.

“*Condemnation*” shall have the meaning set forth in Section 11.1.

“*Condemnation Proceeds*” shall have the meaning set forth in Section 11.1.

“*Construction*” shall mean Tenant’s construction of the Project in accordance with the terms of this Lease.

“*Construction Costs*” shall mean all reasonable and documented out-of-pocket costs incurred by Tenant in connection with the Construction of the Project, excluding any costs incurred after final completion of the Construction of the Project (e.g., subsequent improvements or renovations to the Leased Ground following the Construction of the Project).

“*Construction Plans*” shall mean Tenant’s proposed plans and specifications for the construction of the Project.

“*Contractor*” shall mean a general contractor selected by Tenant for construction of the Project, as approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

“*Control*,” or any derivative thereof, when used with respect to any specified Person, shall mean (a) the possession, directly or indirectly, of the power to (i) direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities or other ownership interests, by contract or otherwise, or (ii) to vote more than fifty percent (50%) of the outstanding voting interests of such Person; or (b) the ownership of more than fifty percent (50%) of the capital stock or other equity or economic interests in such Person.

“*Default Rate of Interest*” shall mean 5% per annum.

“*Delivery Date*” shall mean the date of completion of Landlord’s Work and delivery of the Leased Ground to Tenant.

“*Development Payment*” shall have the meaning set forth in Section 5.1(a).

“*Environmental Laws*” shall mean any present and future Governmental Requirements relating to Hazardous Materials, Regulated Substances or USTs and/or the protection of human health or the environment by reason of a Release or a Threatened Release of Hazardous Materials, Regulated Substances or USTs or relating to liability for or costs of Remediation or prevention of Releases, including, but not limited to, the following statutes, as amended, any successor thereto, and any applicable regulations, rulings, orders or decrees promulgated pursuant thereto: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act (including, but not limited to, Subtitle I relating to USTs); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; and the National Environmental Policy Act.

“*Environmental Study*” shall mean the Phase I Environmental Site Assessment with respect to the Leased Ground prepared by Terracon Consultants, Inc., dated October 5, 2021, Project No. A3217047.

“*Escrow Agent*” shall mean Nebraska Title Company, a Nebraska corporation.

“*Escrow Agreement*” shall mean that certain Escrow Agreement, dated as of the date hereof, by and among Landlord, Tenant and Escrow Agent, as amended, supplemented, restated or otherwise modified from time to time.

“*Escrow Period*” shall have the meaning set forth in Section 5.1(b).

“*Escrowed Amount*” shall have the meaning set forth in Section 5.1(b).

“*Establishment*” shall mean any premises wherein or whereon any Gaming is done.

“*Event of Default*” shall have the meaning set forth in Section 14.1.

“*Fee Mortgage*” shall have the meaning set forth in Section 8.1(a).

“*Final Plans*” shall mean the Construction Plans that are approved in writing by Landlord in accordance with Section 3.6.

“*Force Majeure Events*” shall have the meaning set forth in Section 18.5.

“*Game*” shall mean any game played with cards, dice, equipment or any mechanical, electromechanical or electronic device or machine for money, property, checks, credit or any representative of value, including, without limiting the generality of the foregoing, faro, monte, roulette, keno, bingo, fan-tan, twenty-one, blackjack, seven-and-a-half, big injun, klondike, craps, poker, chuck-a-luck, Chinese chuck-a-luck (dai shu), wheel of fortune, chemin de fer, baccarat, pai gow, beat the banker, panguingui, instant racing, any pari-mutuel wagering, slot machine, any banking or percentage game, any other game or device approved by the applicable Gaming Authorities.

“*Gaming*” shall mean to deal, operate, carry on, conduct, maintain or expose for play any Game, gaming device, inter-casino linked system, mobile gaming system, interactive gaming system, slot machine, race book or sports pool, or any other form of gaming or gambling including gaming or gambling that occurs at a retail sports book or horse racing track.

“*Gaming Authorities*” shall mean any and all Governmental Authorities that has regulatory, licensing or permit authority over Gaming.

“*Gaming Laws*” shall mean all applicable Governmental Requirements pursuant to which any Gaming Authority possesses regulatory, permitting or licensing authority over the conduct of Gaming in any jurisdiction, or the ownership or control of an interest in any Person which conducts Gaming in any jurisdiction, all orders, decrees, rules and regulations promulgated thereunder, all written and unwritten policies of the Gaming Authorities and all written and unwritten interpretations by the Gaming Authorities of such laws, statutes, ordinances, orders, decrees, rules, regulations and policies.

“*Governmental Authority*” shall mean any governmental or quasi-governmental authority, agency, department, commission, bureau, board, instrumentality or court.

“*Governmental Requirements*” shall mean any and all federal, state or local governmental laws, ordinances, rules and regulations of all Governmental Authorities applicable to the relevant Person or property.

“*GGR Rent*” shall mean an annual amount equal to: (i) five percent (5%) of the Gross Gaming Revenue earned during such calendar year to the extent such Gross Gaming Revenue is less than or equal to Forty Million and 00/100 Dollars (\$40,000,000.00); (ii) three and three-quarters percent (3.75%) of the Gross Gaming Revenue earned during such calendar year to the extent, if any, such Gross Gaming Revenue is between Forty Million and One 00/100 Dollars (\$40,000,001.00) and Fifty Million and 00/100 Dollars (\$50,000,000.00); and (iii) two percent (2%) of the Gross Gaming Revenue earned during such calendar year to the extent, if any, such Gross Gaming Revenue is in excess of Fifty Million and 00/100 Dollars (\$50,000,000.00).

“*Gross Gaming Revenue*” shall mean Tenant’s gross revenue derived (in any form) from the conduct of Gaming by Tenant at the Project on the Leased Ground.

“*Hazardous Materials*” shall mean (a) any toxic substance, hazardous waste, solid waste or related material, pollutant or contaminant regulated under Environmental Laws; (b) radon gas, asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment, which contains dielectric fluid containing levels of polychlorinated biphenyls in excess of applicable standards established by Environmental Laws, or any petroleum product regulated under Environmental Laws; (c) any substance, gas, material or chemical which is or may be defined as or included in the definition of “hazardous substances,” “toxic substances,” “hazardous materials,” “hazardous wastes,” “regulated substances” or words of similar import under any Environmental Laws; and (d) any other chemical, material, gas or substance the exposure to or release of which is or may be prohibited, limited or regulated for the protection of human health or the environment by any Governmental

Authority that asserts or may assert jurisdiction over the Leased Ground or the operations or activity at the Leased Ground.

“*Improvements*” shall have the meaning set forth in Section 4.4.

“*Initial Development Payment*” shall have the meaning set forth in Section 5.1(a).

“*Inspection Period*” shall mean the period commencing on the Lease Effective Date and expiring at 5:00 p.m., central time, sixty (60) days thereafter.

“*Institutional Lender*” shall mean any insurance company, trust company, pension fund, college or university endowment or investment fund, real estate investment fund, commercial bank, savings bank, or savings and loan association, or any persons or entities purchasing at public or private sale securities backed by a mortgage, deed of trust or other security instrument which securities are underwritten by a nationally recognized investment banking firm, or any other lender which Landlord agrees in writing otherwise qualifies as an Institutional Lender under this Lease.

“*Landlord*” shall mean Convergence, LLC, a Nebraska limited liability company, and its successors and assigns.

“*Landlord Competitor*” shall mean any Person (other than Tenant and any of its Affiliates) that operates any casino or horse race track in the State of Nebraska.

“*Landlord Parties*” shall have the meaning set forth in Section 3.11.

“*Landlord Proceeds*” shall have the meaning set forth in Section 11.2(b).

“*Landlord’s Work*” shall have the meaning set forth in Section 3.4.

“*Lease*” shall have the meaning set forth in the first paragraph.

“*Lease Effective Date*” shall have the meaning set forth in the first paragraph.

“*Lease Term*” or “*Term*” shall mean the Base Term and any Renewal Terms.

“*Leased Ground*” shall mean that portion of the Real Property consisting of approximately 107 acres, which is more particularly described or depicted in Exhibit A-2 attached hereto, including, without limitation, all rights, privileges, easements, rights of ingress and egress and appurtenances of whatever kind and character, benefiting, belonging or appertaining thereto.

“*Leasehold Interest*” shall mean Tenant’s interest in the Leased Ground.

“*Leasehold Policy*” shall have the meaning set forth in Section 3.1.

“*Liabilities*” shall have the meaning set forth in Section 13.6(a).

“*Material Alteration or Improvement*” shall mean any modification, alteration or improvement to the structure of any building which is a part of the Project, the aggregate cost of which equals or exceeds One Million and 00/100 Dollars (\$1,000,000.00) in constant dollars.

“*Member*” shall have the meaning set forth in Section 16.1.

“*Mezzanine Lender*” shall have the meaning set forth in Section 8.2(a).

“*Mortgage*” shall mean any mortgage, deed of trust, assignment and leaseback arrangement, lease and leaseback arrangement, assignment of rents, security agreement or other voluntary assignment or pledge of all or any part of Tenant’s interest in this Lease or the Leased Ground.

“*Mortgagee*” shall mean the holder or beneficiary from time to time of any Mortgage.

“*NGR Rent*” shall mean an annual amount equal to one percent (1%) of the Net Gaming Revenue earned during each calendar year of the Lease Term commencing on the Online Betting Launch to be paid by Tenant to Landlord pursuant to the terms of this Lease.

“*Net Development Payment*” shall have the meaning set forth in Section 4.5.

“*Net Gaming Revenue*” shall mean the gross gaming revenue generated by Online Caesars Operator in the State of Nebraska during the Lease Term from amounts wagered from Online Betting, less: (a) the amount paid out in winnings on such wagers; less (b) taxes (such as applicable state and federal gaming taxes, including the federal excise tax, or other levies imposed by Governmental Authorities on Online Betting); less (c) actual third-party costs required for the operation of Online Betting, including data fees, content costs, payment processing costs, chargebacks, geolocation costs, know your customer (“KYC”) costs and age and self-exclusion verification costs; less (d) player bonuses and free bets with respect to such Online Betting; and less (e) integrity fees or similar percentage of Online Betting revenues payable to sports leagues, teams or other governing bodies of sporting events.

“*Online Betting*” shall mean any online gaming service offered or conducted via an Online Channel offering betting or wagering on (a) any outcomes or occurrences during or in connection with, any sporting game, event or contest (including motor racing and e-sports), including without limitation, the individual performance statistics of an athlete or participant in any sporting game, event or contest (including motor racing and e-sports) or combination of sporting games, events or contests, but specifically excluding daily fantasy sports; (b) casino-style games of chance (i.e., roulette, baccarat, blackjack, bingo, craps, big six wheel, keno, slot machines, mini-baccarat, red dog, pai gow, and sic bo, or variations thereof) and non-peer-to-peer simulated table games (i.e., blackjack, roulette, craps or variations thereof) that are the types of games played in casinos; and (c) peer-to-peer games such as poker and bingo. Online Betting requires the participant to stake goods of monetary value and can win money or goods of monetary value and specifically does not include any free play/play-for-fun social.

“*Online Betting Launch Date*” shall mean the date upon which Online Caesars Operator commences commercial operations of Online Betting in the State of Nebraska pursuant to this Agreement and applicable Governmental Requirements.

“*Online Caesars Operator*” shall mean Tenant, William Hill U.S. Holdco, Inc. or one of their Affiliates or subsidiaries that operates Online Betting in the State of Nebraska pursuant to a Gaming Approval that is directly associated with the operation or ownership of the Project.

“*Online Channels*” shall mean internet-based, web-enabled and/or mobile and/or online media channels.

“*Partial Taking*” shall have the meaning set forth in Section 11.3(a).

“*Permit Period*” shall mean the period commencing on the expiration of the Inspection Period and expiring at 5:00 p.m., central time, 150 days thereafter, as such date is extended on a day-to-day basis (a) by any extensions requested by Tenant and approved by Landlord in its reasonable discretion, except that Tenant shall have the right to unilaterally extend the Permit Period for three (3) consecutive periods of thirty (30) days each by providing written notice to Landlord prior to the expiration of the then current Permit Period, and (b) by any delay caused by Landlord, any Landlord Party or any Force Majeure Event. Notwithstanding the foregoing, the Permit Period shall be stayed pending the Nebraska Horse Racing Commission’s adoption of regulations governing the issuance of any Gaming Permits.

“*Permits*” shall mean the following approvals, permits and agreements required for Tenant’s Construction, development and operation of the Project: (a) all necessary entitlements, zoning changes and approvals, variances or other relief, licenses, permits (including building permits), regulatory registrations, findings of suitability, consents, waivers, authorizations, and all other approvals from the applicable Governmental Authorities, including, without limitation, all Gaming Authorities and any third parties; and (b) all ancillary agreements, including, without limitation, any agreements required by applicable Gaming Laws.

“*Permitted Exceptions*” shall mean those recorded easements, restrictions, liens and encumbrances set forth in the title commitment for the Leased Ground that are approved by Tenant during the Inspection Period, a copy of which shall be provided to Landlord prior to the expiration of the Inspection Period.

“*Permitted Use*” shall mean the operation of a casino, retail sportsbook, horse racing track, restaurants, bars, other uses customarily included within the foregoing and other uses ancillary or incidental thereto.

“*Person*” shall mean any individual, corporation, partnership, joint venture, limited liability company, or other entity, estate, trust, unincorporated association, and any Governmental Authority.

“*Prohibited Uses*” shall mean (a) any adult entertainment venue, including, but not limited to, a gentlemen’s club or any establishment which exhibits either live or by other means nude or partially clothed dancers or wait staff, (b) any adult video and/or book store or store

selling or exhibiting pornographic materials, (c) any massage parlor, (d) pawn shop, (e) the operation of a “head shop,” so-called, or other business devoted to the sale of marijuana, cocaine or other controlled drugs or substances, or articles, paraphernalia, or merchandise normally used or associated with the use of marijuana or illegal or unlawful activities; (f) the sale or display of pornography, nudity or drug paraphernalia, (g) any Gaming or Gambling, (h) any maintaining or operating of an Establishment, (i) any sports wagering or any wagering on racing or other non-sports events, and/or (j) any horse or other racing venue.

“*Project*” shall mean the development and Construction of improvements and facilities on the Leased Ground for the Permitted Use exclusive of Landlord’s Work.

“*Project Agreements*” shall have the meaning set forth in Section 3.2.

“*Qualifying Mortgage*” shall mean any Mortgage which secures a loan made by an Institutional Lender with respect to the Project and/or the Leased Ground.

“*Qualifying Mortgagee*” shall mean any Mortgagee from time to time of any Qualifying Mortgage.

“*Real Property*” shall have the meaning set forth in the Preliminary Statements.

“*Regulated Substances*” shall mean “petroleum” and “petroleum-based substances” or any similar terms described or defined in any Environmental Laws and any Environmental Laws applicable to or regulating USTs.

“*Release*” shall mean any presence, release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Materials, Regulated Substances, or USTs.

“*Remainder Parcel*” shall mean the Real Property exclusive of the Leased Ground.

“*Remediation*” shall mean any response, remediation, removal, or corrective action, any activity to cleanup, detoxify, decontaminate, contain or otherwise remediate any Hazardous Materials, Regulated Substances, or USTs to comply with any Environmental Laws, any actions to prevent, cure or mitigate any Release or Threatened Release to comply with any Environmental Laws, or any action to comply with any Environmental Laws or with any permits issued pursuant thereto.

“*Renewal Notice*” shall have the meaning set forth in Section 4.3(c).

“*Renewal Term*” shall have the meaning set forth in Section 4.3.

“*Rent*” shall mean the GGR Rent, NGR Rent (if applicable), and Additional Rent.

“*Rent Commencement Date*” shall mean the date that Tenant opens the Project to the general public and begins offering Gaming in the State of Nebraska.

“*ROFO*” shall have the meaning set forth in Section 16.2.

“*ROFO Notice*” shall have the meaning set forth in Section 16.2.

“*ROFO Rejection Date*” shall have the meaning set forth in Section 16.3.

“*ROFO Terms*” shall have the meaning set forth in Section 16.2.

“*ROFO Transaction*” shall have the meaning set forth in Section 16.1.

“*SNDA*” shall have the meaning set forth in Section 3.1.

“*Taking*” shall have the meaning set forth in Section 11.1.

“*Targeted Commencement Date*” shall mean the date which is 90 days following the expiration of the Permit Period, as such date is extended on a day-to-day basis (a) by any extensions requested by Tenant and approved by Landlord in its reasonable discretion, except that Tenant shall have the right to unilaterally extend the Targeted Commencement Date for three (3) consecutive periods of thirty (30) days each by providing written notice to Landlord prior to the expiration of the then current Targeted Commencement Date, and (b) by any delay caused by Landlord, any Landlord Party or any Force Majeure Event.

“*Taxes*” shall mean all taxes, special and general assessments (to the extent a Permitted Exception or otherwise approved by Tenant in its sole and absolute discretion), water rents, rates and charges, sewer rents and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, and each and every installment thereof which shall or may, during the Lease Term, be charged, levied, laid, assessed, or imposed by any Governmental Authority against the Leased Ground and attributable to a period during the Lease Term, as well as any tax lien(s) upon, for or with respect to the Leased Ground or any part thereof attributable to a period during the Lease Term, together with any tax (income or otherwise) due arising from parking revenues or otherwise from Tenant’s use of the Leased Ground together with all interest and penalties thereon, under or by virtue of all present or future Governmental Requirements whatsoever having competent jurisdiction over the Leased Ground; provided, however, that Taxes shall not in any event include any federal, state and/or municipal capital stock, franchise, loan, income, revenue, receipts, profits, business privilege, estate, inheritance, succession, excise, gift, mortgage or other tax, fee, assessment, charge or levy of Landlord or any successor Landlord (whether or not based upon the Rent payable by Tenant under this Lease).

“*Temporary Taking*” shall have the meaning set forth in Section 11.3(e).

“*Tenant*” shall mean Harrah’s Nebraska LLC, a Delaware limited liability company, and its successors and assigns, only as expressly permitted and provided for herein.

“*Tenant Proceeds*” shall have the meaning set forth in Section 11.2(a).

“*Threatened Release*” shall mean a substantial likelihood of a Release which requires action to prevent or mitigate damage to the soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air or any other environmental medium comprising the Leased Ground which may result from such Release.

“*Unsuitable Person*” means a Person (including as a result of its Affiliates) who (a) is required to obtain a Permit of or from any Gaming Authority (“*Gaming Approval*”), and fails or refuses to file or has withdrawn or requested the withdrawal of an application to be found suitable by any Gaming Authorities or for any Gaming Approval, (b) is denied any Gaming Approval by any Gaming Authority, (c) is disqualified from eligibility for any Gaming Approval by any Gaming Authority, (d) is determined by any Gaming Authority to be unsuitable to be affiliated with a Person engaged in gaming activities in any jurisdiction, (e) causes the other party or any of its Affiliates to lose or to be threatened with the loss of any Gaming Approvals, (f) is deemed likely, in the written opinion of experienced gaming counsel to the other party based on verifiable information or information received from the Gaming Authorities or other reliable sources such as background checks, credit searches and searches of the public records, to (i) preclude or materially delay, impede, impair, threaten or jeopardize any Gaming Approval or such party’s or its Affiliates’ application for or ability to obtain or retain any Gaming Approval, or (ii) result in the imposition of materially burdensome terms and conditions on any Gaming Approval, or (g) is a competitor of, or in competition with, Tenant in any market.

“*USTs*” shall mean any one or combination of tanks and associated product piping systems used in connection with the storage, dispensing and use of Regulated Substances.

ARTICLE 2 DEMISE OF GROUND LEASED PREMISES

Section 2.1. Leased Ground. Landlord hereby leases the Leased Ground to Tenant, and Tenant hereby leases the Leased Ground from Landlord, in each case, on an exclusive basis for the purpose of the Permitted Use, and further permits Tenant to use for its benefit any easements of record and other appurtenances that directly or indirectly benefit the Leased Ground and/or the Project, upon and subject to the terms, conditions, covenants and provisions contained in this Lease.

Section 2.2. Taxable Parcel. If applicable, Tenant and Landlord shall jointly undertake all reasonable actions necessary to identify the Leased Ground as a separate taxable parcel, in compliance with applicable state and local laws. All costs incurred in obtaining a separate taxable parcel shall be borne by Landlord.

Section 2.3. Landlord’s Warranty of Title. Landlord hereby represents and warrants to Tenant that Landlord is the sole fee owner of the Leased Ground free and clear of any liens, mortgages and other encumbrances, subject to the Permitted Exceptions. Landlord covenants and agrees that, subject to the Permitted Exceptions, from and after the Lease Effective Date, no portion of the Leased Ground shall be encumbered by an easement, covenant, right-of-way, license, restriction, or other servitude or title matter for any purpose, including, without

limitation, parking on or vehicular passage across the Leased Ground, without the prior written consent of Tenant, which consent may not be unreasonably withheld, conditioned or delayed.

Section 2.4. Prohibited and Competing Uses. During the Lease Term, Landlord shall not use or permit, and shall not allow any other Person to use or permit, the Remainder Parcel or any part thereof to be used for any Prohibited Uses. During the Lease Term, Landlord shall not use or permit, and shall not allow any other Person to use or permit, the Remainder Parcel or any part thereof to be used for any Competing Uses without Tenant's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed. If Landlord or any of its Affiliates breaches the foregoing covenants, then Tenant shall provide Landlord with written notice thereof and, in addition to all of Tenant's rights under this Lease, at law or in equity, Rent shall be automatically reduced by 50% from the date the breach first occurs to the date Landlord cures such breach, and, if such breach has not been cured within one hundred eighty (180) days after the date the breach first occurs, Tenant shall have the right to terminate this Lease effective sixty (60) days after providing Landlord with written notice of such termination, unless Landlord cures such breach prior to the effective date of termination.

Section 2.5. Quiet Enjoyment. Tenant, upon paying Rent and observing and performing all covenants, warranties, agreements and conditions contained in this Lease on Tenant's part to be observed and performed hereunder, shall lawfully and quietly hold, occupy, have and enjoy the Leased Ground during the Lease Term, subject only to the Permitted Exceptions, without hindrance by or from anyone claiming by, through or under Landlord or any Landlord Party.

Section 2.6. License Agreements. During the Lease Term, Landlord and Tenant shall, at each party's own cost, work together in good faith to enter into license agreements permitting, subject to availability, (a) the non-exclusive use by Landlord or its Affiliate of the horse racing track on the Leased Ground for 4-H and similar events; and (b) the non-exclusive use by Tenant of certain portions of the Remainder Parcel for overflow parking during events on the Leased Ground.

ARTICLE 3 INSPECTION AND PERMIT CONTINGENCY; IMPROVEMENTS

Section 3.1. Inspection Contingency. Tenant and its agents have the right at all times to enter the Leased Ground during the Inspection Period as needed to do what is reasonably necessary to investigate and plan for the use and development of the Leased Ground. Tenant may make, or cause to be made, tests, surveys and inspections related to surface, subsurface, geological, engineering, topographic, environmental and other conditions of the Leased Ground. In the event Tenant (or Landlord, as applicable) terminates this Lease pursuant to this Section 3.1, Section 3.2, Section 3.3 or Section 4.5 below, Tenant will restore, or cause to be restored, any area of the Leased Ground that is damaged in connection with such tests, surveys and inspections to as near its original condition as reasonably possible. Tenant's indemnity pursuant to Section 13.6(a) shall apply to Tenant's entry onto the Leased Ground pursuant to this Section; provided, however, that except to the extent exacerbated by Tenant or its agents, such indemnity shall not apply to: (a) any diminution in value in the Leased Ground arising from, or related to, matters discovered by Tenant or its agents during its investigation of the Leased Ground; (b) any latent defects in the Leased Ground discovered by Tenant or its agents; and/or (c) the release or spread

of any Hazardous Materials which are discovered (but not deposited) on or under the Leased Ground by Tenant or its agents. Without limiting the foregoing, in no event shall Tenant be liable to Landlord for discovering, releasing, disturbing or moving any Hazardous Materials caused to be on, under, or about, the Leased Ground by anyone other than Tenant or its agents. Such indemnity obligations shall survive for a period of one (1) year from the earlier of the expiration of the Inspection Period or the termination of this Lease. Landlord shall provide Tenant with any documents or materials relating to the Leased Ground, which Tenant may reasonably request in writing and are in Landlord's possession, as soon as reasonably practicable after Tenant's request. Landlord acknowledges that Tenant may obtain a leasehold policy of title insurance during the Inspection Period ("Leasehold Policy") and agrees to promptly deliver to Tenant's title insurer (i) a customary owner's affidavit and evidence of Landlord's authority to enter into this Lease, (ii) if required by Tenant's title insurer, an indemnity agreement in form and content reasonably satisfactory to the title company that will be sufficient to allow the title insurer to delete any exception for mechanic's liens and materialmen's liens arising by, through or under Landlord and to insure the "gap" between the effective date of the title commitment and the date on which the policy is being issued, and (iii) a corrective warranty deed, in form acceptable to the title insurer, to correct the legal description in that certain Warranty Deed recorded in Book 248, Page 134 in the Platte County Register of Deeds. Prior to the issuance of the Leasehold Policy, Landlord shall also deliver to Tenant a subordination, non-disturbance and attornment agreement ("SNDA"), executed and acknowledged by the holder of the existing Fee Mortgage and Landlord, whereby (1) the holder of the existing Fee Mortgage agrees to recognize Tenant and not disturb Tenant's interest or right to possession hereunder so long as Tenant performs its obligations under this Lease and (2) Tenant shall agree to attorn to the holder of the existing Fee Mortgage in certain circumstances, which SNDA shall be in form (including recordable form) and substance reasonably acceptable to Landlord, Tenant and such holder of the existing Fee Mortgage. Tenant may record the SNDA against the Leased Ground. Tenant's obligations under this Lease are conditioned on Tenant's reasonable determination that the Leased Ground is satisfactory to Tenant in all material respects for the use and development intended by Tenant. Tenant has the right to terminate this Lease on written notice to Landlord given at any time prior to the expiration of the Inspection Period upon (A) Tenant's reasonable determination that the Leased Ground is not satisfactory to Tenant in any material respect for the use and development intended by Tenant; (B) Tenant's title insurer not being able to issue Tenant's Leasehold Policy due to Landlord's failure to deliver the items set forth in clauses (i), (ii) and (iii) of this Section above; or (C) Landlord's failure to deliver the SNDA as required by this Section. Upon such termination, neither party shall have any further rights or obligations under this Lease except those that expressly survive the termination hereof.

Section 3.2. Project Agreements. During the Inspection Period, Landlord and Tenant, at each party's respective cost, shall negotiate in good faith to enter into (or cause their applicable Affiliates to enter into) the following documents related to the Project: (a) a declaration of covenants and easements setting forth, among other things, easements for access, parking and utilities, and covenants with respect to uses, maintenance and repair, in each case, with respect to the Leased Ground and the Remainder Parcel (including with respect to any hotel developed on the Remainder Parcel); (b) a development agreement addressing (i) the scope and logistics of Landlord's Work and tax increment financing with the City of Columbus related thereto, and (ii) annexing the Real Property into the City of Columbus and rezoning the Real Property in

connection therewith; (c) an operating agreement whereby CER will grant Tenant the exclusive right to use CER's horse racing and other gaming licenses in connection with the Project and as otherwise contemplated in this Lease; (d) a consulting agreement whereby CER will provide Tenant with certain consulting services with respect to the horse racing track, and (e) such other documents and agreements as the parties may reasonably agree are necessary in connection with the development, construction and operation of the Project or such other projects as Landlord may develop on the Remainder Parcel (collectively, the "Project Agreements"). If, despite the good faith efforts of the parties, Landlord and Tenant are unable to agree upon and enter into the Project Agreements prior to the expiration of the Inspection Period, either party shall have the right to terminate this Lease by giving written notice to the other party prior to the expiration of the Inspection Period. Upon such termination, neither party shall have any further rights or obligations under this Lease except those that expressly survive the termination hereof.

Section 3.3. Permit Contingency. Tenant shall complete and submit all necessary applications to obtain the Permits to the applicable Governmental Authorities as soon as reasonably practicable following the expiration of the Inspection Period and shall thereafter diligently pursue obtaining such Permits. If, despite Tenant's commercially reasonable efforts, Tenant determines it will be unable to obtain any of the Permits prior to the expiration of the Permit Period, Tenant shall have the right to terminate this Lease by giving written notice to Landlord prior to the expiration of the Permit Period. Upon such termination, neither party shall have any further rights or obligations under this Lease except those that expressly survive the termination hereof. Notwithstanding anything to the contrary set forth in this Lease, the Permits shall not be deemed to have been obtained until (a) such Permits, including, but not limited to, all conditions and requirements thereof are satisfactory to Tenant in its reasonable discretion, (b) the final, irrevocable action of each of the Governmental Authorities with respect to the Permits has occurred, and (c) the expiration of the period within which appeals from the Governmental Authorities' actions can be filed has occurred and such appeals have not been filed. During the Permit Period, Landlord and Tenant, at each party's respective cost, shall work together (and in the case of Landlord, cause CER to also work together) in good faith to enter into any additional agreements required or recommended by the applicable Gaming Authorities to allow Tenant to operate Gaming and the horse racing track on the Leased Ground. Further, Landlord shall, at Tenant's expense, reasonably cooperate with Tenant and assist Tenant in (i) obtaining the entitlements and other Permits for Tenant's development of the Project, including, without limitation, executing any and all zoning applications, vacation applications and any other documents, applications and maps relating to Tenant's intended development of the Project which are to be submitted by Tenant to any applicable Governmental Authorities; and (ii) granting easements and other real property rights in and to the Leased Ground and terminating easements, rights of entry and other matters of record as Tenant reasonably desires and/or reasonably requires in connection with its development of the Project. The foregoing provisions notwithstanding, if applicable Governmental Requirements require that particular applications be filed, or permits obtained, in Landlord's name, then Landlord shall participate in such process and sign the papers required therefor. If applicable Governmental Requirements do not require that particular applications be filed, or permits obtained, in Landlord's name, then Landlord shall have the right to consent or decline to participate in such process and sign the papers required therefor, but shall not unreasonably withhold consent to participate in such

process and sign such papers. In each such instance, all costs and expenses with respect to such applications, including reasonable attorneys' fees, shall be borne by Tenant.

Section 3.4. Landlord's Work. Landlord shall be responsible, at its cost and expense, for preparation of the Leased Ground for Construction, including, without limitation, by removing any existing improvements and landscaping, rough-grading the Leased Ground to a predetermined elevation, bringing all required utilities for the Project to the Leased Ground at a mutually agreeable location and such other work required for Construction as may be mutually agreed by Landlord and Tenant, each in their reasonable discretion, during the Inspection Period (collectively, "Landlord's Work").

Section 3.5. Intentionally Omitted.

Section 3.6. Construction Plans. Tenant shall submit to Landlord a copy of the Construction Plans for Landlord's review. Within fifteen (15) days after Landlord's receipt of the Construction Plans or portion thereof, Landlord shall approve or disapprove the Construction Plans or portion thereof, provided that such approval shall not be unreasonably withheld, conditioned or delayed and any disapproval must set forth specific reasons for such disapproval. If Landlord provides timely disapproval of the Construction Plans, and Tenant submits revised drawings to Landlord in response to such disapproval, Landlord shall, within ten (10) days after receipt of the revised drawings, either approve or disapprove the same in writing, provided that such approval shall not be unreasonably withheld, conditioned or delayed and any disapproval must set forth specific reasons for such disapproval. Landlord and Tenant shall continue the above approval procedure until Landlord approves, or is deemed to have approved, the Construction Plans. If Landlord fails to approve or disapprove the applicable Construction Plans within the foregoing periods, Landlord shall be deemed to have approved such Construction Plans.

Section 3.7. Project Construction. Subject to the other provisions of this Lease, Tenant, at its sole cost and expense, will perform and complete, or cause to be performed and completed, the Construction of the Project in a good and workmanlike manner and in compliance with all Governmental Requirements, the Final Plans and the other terms of this Lease. Tenant shall complete the Construction in such a manner so as to minimize noise, inconvenience and interference with respect to any contiguous real property or the owners or occupants thereof, in each case, as may be commercially reasonable under the circumstances, and such that any damage that may occur to any such property or persons will be promptly repaired. Landlord shall use commercially reasonable efforts to accommodate Tenant's request, from time to time during the course of construction, to utilize the Remainder Parcel and/or additional land owned by Landlord or its Affiliates as and when reasonably required for the staging of construction trailers, heavy equipment and materials; provided, that no use of the Remainder Parcel by Tenant shall unreasonably interfere with or disturb or delay Landlord's development of the Remainder Parcel or any portion thereof.

Section 3.8. Tenant Obligations Upon Construction Completion. Upon completion of the Construction of the Project, Tenant shall, at its sole cost and expense, provide to Landlord (a) an architect's certificate certifying to Landlord that the Project has been constructed in all material respects in accordance with the Final Plans; and (b) an "as-built" ALTA survey of the Leased

Ground certified to Landlord showing the location of the improvements, any easements affecting the Leased Ground and all access points to the Leased Ground, together with a statement that no improvements upon the Leased Ground encroach onto any easement or setback affecting the Leased Ground or onto any adjoining property, except encroachments onto an easement where such easement is for the purpose of such encroachment.

Section 3.9. Project Development Costs. In no event shall Landlord under any circumstance have any obligation to pay any costs related to the design and construction of the Project, except for any liability or cost arising from Landlord's Work, resulting from the negligence, or act or omission of Landlord or any Landlord Parties or as otherwise expressly set forth herein.

Section 3.10. Building Alterations, Expansion. Tenant shall have the right during the Base Term and any Renewal Term to alter or expand the Project, provided, that any Material Alteration or Improvement shall be approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

Section 3.11. As Is. EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS OF LANDLORD SET FORTH IN THIS LEASE, TENANT ACKNOWLEDGES, REPRESENTS, WARRANTS, COVENANTS AND AGREES THAT NEITHER LANDLORD NOR ANY OFFICER, DIRECTOR, PARTNER, SHAREHOLDER, MANAGER, MEMBER, EMPLOYEE, AGENT OR AFFILIATE OF LANDLORD OR ANY OF THEIR AFFILIATES (COLLECTIVELY, THE "LANDLORD PARTIES"), HAS MADE, AND THAT LANDLORD AND THE LANDLORD PARTIES DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM, ANY STATEMENT, REPRESENTATION, PROMISE OR GUARANTY (WHETHER ORAL OR IN WRITING) OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE LEASED GROUND, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (I) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE LEASED GROUND, (II) THE SUITABILITY OF THE LEASED GROUND FOR ANY AND ALL ACTIVITIES AND USES THAT TENANT MAY CONDUCT THEREON, (III) THE COMPLIANCE OF OR BY THE LEASED GROUND OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED GROUND, (V) COMPLIANCE OF THE LEASED GROUND WITH ANY ENVIRONMENTAL LAWS, INCLUDING THE EXISTENCE IN OR ON THE LEASED GROUND OF HAZARDOUS MATERIALS, OR (VI) ANY OTHER MATTER WITH RESPECT TO THE LEASED GROUND.

ARTICLE 4 LEASE TERM; EARLY TERMINATION

Section 4.1. Lease Commencement. The Lease shall be effective as of the Lease Effective Date.

Section 4.2. Lease Term. The Base Term of this Lease will commence on the Delivery Date and will expire twenty-five (25) years after the Rent Commencement Date unless this Lease is terminated in accordance with its provisions prior to such expiration. Landlord and Tenant shall execute a letter indicating the Rent Commencement Date and the Base Term when so determined.

Section 4.3. Options to Extend. Subject to the terms of this Lease, Tenant may, at its option and subject to the conditions herein stated, extend the Term of this Lease for two (2) consecutive terms of ten (10) years each (each a "Renewal Term" and collectively, the "Renewal Terms"). Tenant's right to exercise each Renewal Term is subject to the following conditions precedent:

(a) This Lease shall be in effect and, without limiting Tenant's curing rights hereunder, at the time notice of exercise is given and on the last day of the Base Term or such Renewal Term, as may be applicable, no Event of Default shall exist under any provision of this Lease beyond any notice or cure period.

(b) Without limiting Tenant's curing rights hereunder, Tenant's representations and warranties provided in this Lease shall be true and correct in all material respects as of the time notice is given.

(c) Tenant shall give written notice (the "Renewal Notice") to Landlord exercising the option not less than twelve (12) months before the expiration of the Base Term or the then current Renewal Term, as the case may be.

Failure to exercise a right to extend the Term for any Renewal Term will cause all subsequent options to extend the Term to be extinguished and void.

Section 4.4. Reversion. Any and all buildings, structures, alterations and other improvements permanently attached to the Leased Ground (collectively, the "Improvements") shall be and remain the property of Tenant, except that, at the expiration or sooner termination of this Lease (whether by default, eviction, or otherwise, and subject to any new lease that may be entered into with a Qualifying Mortgagee or its nominee, purchaser, assignee or transferee under Section 8.2(f) of this Lease), such Improvements shall become the property of Landlord and shall be surrendered to Landlord in their then existing condition, without consideration to Tenant (except as otherwise provided herein), free and clear of all liens, security interests, and encumbrances, other than the Permitted Exceptions and any other encumbrances, security interests or liens expressly joined in or consented to by Landlord and/or made in accordance with the terms of this Lease. Notwithstanding anything in this Lease to the contrary, within thirty (30) days of the expiration or sooner termination of this Lease, Tenant may remove all trade fixtures, furniture, equipment and other personal property located at or on the Leased Ground or the Improvements and shall repair any damage caused by such removal. If Tenant fails to remove or cause the removal of such property within said 30-day period, then such property shall belong to Landlord without consideration to Tenant.

Section 4.5. Early Termination. Notwithstanding anything in this Lease to the contrary, in the event Tenant fails to cause the commencement of Construction of the Project to occur on or

before the Targeted Commencement Date, Landlord shall have the right to terminate this Lease by (a) giving Tenant thirty (30) days' written notice, which notice must be delivered to Tenant within thirty (30) days following the Targeted Commencement Date, and (b) refunding, or causing to be refunded, to Tenant the entire Development Payment less the amount of Attorney Expenses, which Attorney Expenses shall not exceed, in the aggregate, the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the "Net Development Payment"); provided, however, that Landlord shall provide Tenant with reasonable documentation evidencing such Attorney Expenses. For clarity, any notice of termination shall not be effective until Tenant has received the Net Development Payment except that such notice shall not be effective if Tenant has commenced Construction of the Project prior to Tenant's receipt of the Net Development Payment. Upon such termination, neither party shall have any further rights or obligations under this Lease except those that expressly survive the termination of this Lease.

ARTICLE 5 LANDLORD DEVELOPMENT PAYMENT; RENT

Section 5.1. Landlord Development Payment.

(a) Within one (1) business day of mutual execution of this Lease, Tenant shall pay to Landlord or its designee a one-time payment in an amount equal to Five Million and 00/100 Dollars (\$5,000,000.00) (the "Initial Development Payment" and, together with the Escrowed Amount, the "Development Payment"). The Development Payment is being made in consideration of Landlord's contribution to the overall development of the Project, including, without limitation, costs and expenses to be incurred by Landlord in connection with Landlord's Work; provided, however, that (i) if Tenant timely elects to terminate this Lease pursuant to Section 3.1 or Section 3.3, Landlord shall immediately refund, or cause to be refunded, the entire Development Payment to Tenant upon such termination date; (ii) if either party timely elects to terminate this Lease pursuant to Section 3.2, Landlord shall immediately refund, or cause to be refunded, the Net Development Payment to Tenant upon such termination date; or (iii) if Landlord elects to terminate this Lease pursuant to Section 4.5, Landlord shall refund, or cause to be refunded, the Net Development Payment to Tenant in accordance with the provisions of Section 4.5. Landlord's refund obligations under this Section shall survive any termination of this Lease pursuant to Section 3.1, Section 3.2, Section 3.3 or Section 4.5.

(b) Within one (1) business day of mutual execution of this Lease, Tenant shall deposit with Escrow Agent a one-time payment in an amount equal to Six Million and 00/100 Dollars (\$6,000,000.00) (the "Escrowed Amount") to partially secure Landlord's refund obligations under Section 5.1(a). The Escrowed Amount shall be held by Escrow Agent in accordance with the terms of the Escrow Agreement until the earlier of (i) the date this Lease terminates in accordance with its terms, or (ii) the date that is thirty (30) days after the Targeted Commencement Date (the "Escrow Period"). If neither Landlord nor Tenant has terminated this Lease in accordance with the provisions hereof during the Escrow Period, then Escrow Agent shall immediately distribute to Landlord the Escrowed Amount. If Landlord or Tenant has terminated this Lease in accordance with the provisions hereof during the Escrow Period, then (i) Escrow Agent shall immediately distribute to Tenant the Escrowed Amount, and (ii) Landlord shall immediately refund to Tenant the remainder of the Development Payment or the Net

Development Payment, as applicable. Landlord's refund obligations under this Section shall survive any termination of this Lease pursuant to Section 3.1, Section 3.2, Section 3.3 or Section 4.5.

(c) Concurrently with the execution of this Lease, Landlord shall provide a letter of assurance from Landlord's financial institution providing assurance to Tenant that, in the event this Lease is terminated pursuant to Section 3.1, Section 3.2, Section 3.3 or Section 4.5, Landlord shall have sufficient funds to pay to Tenant the remainder of the Development Payment or the Net Development Payment, as applicable, in excess of the Escrowed Amount.

Section 5.2. GGR Rent and NGR Rent.

(a) On or before the first day of April following each calendar year after the Rent Commencement Date during the Lease Term, Tenant shall submit a statement to Landlord, certified as correct by Tenant's chief financial officer, showing the amount of Gross Gaming Revenue and, if applicable, Net Gaming Revenue for the preceding calendar year, together with an itemization of all claimed deductions therefrom (the "Annual Statement"). Landlord will hold such information in confidence in accordance with the terms of this Lease, except that Landlord may reveal such reported Gross Gaming Revenue and Net Gaming Revenue to any mortgagee, prospective mortgagee, purchaser or prospective purchaser of the Leased Ground, in each case, who enters into a commercially reasonable confidentiality agreement with respect to such information that is approved by Tenant in its reasonable discretion.

(b) On or before the first day of April of each calendar year after the Rent Commencement Date during the Lease Term, Tenant shall pay to Landlord the GGR Rent and, if applicable, the NGR Rent due for the preceding calendar year. Acceptance of such GGR Rent and NGR Rent by Landlord shall not constitute a waiver of Landlord's right to any additional GGR Rent or, if applicable, NGR Rent as determined by an audit performed in accordance with Section 5.2(d) below.

(c) If, following the Rent Commencement Date, there is a partial calendar year at the beginning and/or end of the Term, the GGR Rent and, if applicable, NGR Rent payable by Tenant for any such partial calendar year shall be calculated based upon the Gross Gaming Revenue and, if applicable, Net Gaming Revenue derived during such partial calendar year.

(d) Landlord or its authorized representatives may, during regular business hours and upon at least seven (7) days' prior written notice to Tenant, inspect the records of Gross Gaming Revenue and, if applicable, Net Gaming Revenue of Tenant, provided such inspection is commenced within ninety (90) days after Landlord's receipt of the Annual Statement and is limited to the period covered by the Annual Statement. If Landlord's audit reveals a liability for GGR Rent or, if applicable, NGR Rent, Tenant shall promptly pay to Landlord the amount of such liability, and if the liability is equal to more than five percent (5%) of the GGR Rent or, if applicable, NGR Rent actually paid for such period, then Tenant shall also promptly pay Landlord (i) interest on the amount of the liability calculated at the Default Rate of Interest until paid and (ii) Landlord's reasonable out-of-pocket costs incurred in connection with such audit. Landlord shall hold all information obtained from any such audit or inspection in confidence in

accordance with the terms of the Lease. Notwithstanding the foregoing, Landlord may disclose such information to its tax advisors and accountants to the extent reasonably necessary to complete its audits, tax statements and financial statements; provided, that such advisors and accountants enter into a commercially reasonable confidentiality agreement with respect to such information that is approved by Tenant in its reasonable discretion.

Section 5.3. Triple Net Rent. All GGR Rent and, if applicable, NGR Rent payable hereunder shall be paid as “triple net” rent without deduction or offset. It is the intent of the parties, except as otherwise provided in this Lease, that the GGR Rent and, if applicable, NGR Rent provided to Landlord shall be absolutely net to Landlord, and Tenant shall pay all costs, charges, insurance premiums, Taxes, utilities, and expenses of every kind and nature incurred for, against, or in connection with the Leased Ground from and after the Rent Commencement Date until the expiration or sooner termination of this Lease. Notwithstanding the foregoing, all such costs, charges, insurance premiums, Taxes, utilities, and expenses covering the Leased Ground shall be prorated so that Tenant shall be responsible for the foregoing only for the period from the Rent Commencement Date until the expiration or sooner termination of this Lease, except for insurance premiums, which are not being assumed by or transferred for the benefit of Landlord.

ARTICLE 6 TAXES AND UTILITIES

Section 6.1. Real and Personal Property Taxes. From and after the Delivery Date and until the expiration or sooner termination of this Lease, Tenant shall pay or cause to be paid, without abatement, deduction or offset, all Taxes, to the extent attributable to the Leased Ground for a period during the Lease Term. To the extent such payments are not prorated as provided in this Section, Tenant shall make all such payments directly to the appropriate charging or taxing Governmental Authority before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment, unless any taxes or assessments are being contested in accordance with Section 6.3. If, however, any Governmental Requirement or Governmental Authority expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Tenant may, at Tenant’s election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. All payments of Taxes, including permitted installment payments, shall be prorated so that Tenant shall be responsible only (a) for such Taxes attributable for the period from the Delivery Date until the expiration or sooner termination of this Lease; and (b) for such Taxes attributable to the Leased Ground and not in any event the Remainder Parcel.

Section 6.2. Proof of Compliance. Tenant shall furnish to Landlord, within thirty (30) days of receipt of Landlord’s written request, receipts or other appropriate evidence establishing payment of the Taxes described in Section 6.1. Tenant may, at its expense, retain a tax service to notify Landlord whether the Taxes have been paid, and notice from said tax service shall satisfy this provision.

Section 6.3. Contesting Taxes. Tenant shall have the right to contest or review by legal proceedings, as permitted under applicable Governmental Requirements, any assessed valuation or Tax levied on or assessed against the Leased Ground; provided that, unless Tenant has paid such Tax under protest, Tenant shall furnish to Landlord (a) proof reasonably satisfactory to Landlord that such protest or contest may be maintained without payment under protest, and (b) a surety bond or other security reasonably satisfactory to Landlord securing the payment of such contested item or items and all interest, penalty and cost in connection therewith. Landlord shall, if it determines it is reasonable to do so, and if so requested by Tenant, join in any proceeding for contest or review of such Taxes, but the entire cost of such joinder in the proceedings (including all costs, expenses, and attorneys' fees reasonably sustained by Landlord in connection therewith) shall be borne by Tenant. Any amount already paid by Tenant and subsequently recovered as the result of such contest or review shall be for the account of Tenant.

Section 6.4. Utilities. From and after the Delivery Date until the expiration or sooner termination of this Lease, Tenant shall, at its sole cost and expense, arrange and timely pay for or cause to be paid all charges for sewer, gas, electricity, water, heat, conditioned cold air supply or chilled water supply, telephone, cable, internet, sanitation, solid waste disposal and all other utility services furnished to the Leased Ground, including, without limitation, any connection and servicing fees, permit fees, inspection fees, and fees to reserve utilities capacity other than any fees arising from Landlord's Work.

ARTICLE 7 USE AND MAINTENANCE; HAZARDOUS MATERIALS

Section 7.1. Primary Use. The Leased Ground shall be used only for the Permitted Use and for no other purpose unless otherwise approved by Landlord, which approval Landlord shall not be unreasonably withheld, conditioned or delayed.

Section 7.2. Maintenance of Premises. Subject to the provisions of Article 10 and Article 11, Tenant, at its own cost and expense, shall be responsible for and maintain or cause to be maintained the Leased Ground and the Improvements in good, sanitary, and neat order, condition and repair except for ordinary wear and tear and any such damage that arises from Landlord's or any Landlord Party's acts or omissions, including negligence or intentional misconduct. Such maintenance and repair shall be performed in a good and workmanlike manner. In addition to, and not in limitation thereof, Tenant shall ensure the proper management and maintenance of all private water systems located on the Leased Ground and serving the Improvements in accordance with applicable law, and Landlord shall have no responsibility or liability therefor except for any such damage that arises from Landlord's or any Landlord Party's acts or omissions, including negligence or intentional misconduct. Tenant shall undertake any maintenance or repair of the Leased Ground and Improvements for which Tenant is responsible under this Section promptly following receipt of written notice from Landlord detailing the need for such maintenance or repair. Tenant shall comply with and abide by all Governmental Requirements related to the maintenance or repair of the Leased Ground in all material respects.

Section 7.3. Hazardous Materials.

(a) Landlord represents and warrants to Tenant that, except as set forth in the Environmental Study, as of and at all times prior to the Lease Effective Date, (i) Landlord has not engaged in any of the following prohibited activities with respect to the Leased Ground: (A) caused or permitted any Release of Hazardous Materials, Regulated Substances, or USTs on or from the Leased Ground in violation of Environmental Laws; (B) caused or permitted any manufacturing, holding, handling, retaining, storing, transporting, or Release of Hazardous Materials, Regulated Substances, or USTs in or on any portion of the Leased Ground in violation of Environmental Laws or (C) otherwise placed, kept, stored or maintained, or allowed to be placed, kept, stored or maintained, any Hazardous Materials, USTs, or Regulated Substances on any portion of the Leased Ground in violation of Environmental Laws, and (ii) Landlord has no actual knowledge of the existence of any Hazardous Materials, Regulated Substances, or USTs on the Leased Ground. To Landlord's actual knowledge, except as otherwise set forth in the Environmental Study, the uses and condition on or of the Leased Ground is in compliance with all Environmental Laws. Landlord will be solely responsible for, and hereby agrees to indemnify, defend and hold Tenant and its Affiliates and their respective officers, directors, shareholders, members, managers, agents and employees harmless from, any and all Liabilities related to, occasioned by, or resulting from, or consequent to any the following occurrences: (i) the failure of any of the foregoing representations or warranties of Landlord to be true or correct; (ii) any Release before the Lease Effective Date or by Landlord of or from USTs, Regulated Substances, or Hazardous Materials on the Leased Ground or any groundwater thereunder in violation of Environmental Laws; (iii) any Release before the Lease Effective Date or by Landlord of Hazardous Materials, USTs, or Regulated Substances from the Leased Ground or any groundwater thereunder; (iv) any manufacturing, maintaining, holding, handling, storing, transporting, or Releasing of Hazardous Materials, USTs or Regulated Substances before the Lease Effective Date or before or after the Lease Effective Date by Landlord on or at the Leased Ground or any groundwater thereunder in violation of Environmental Laws, or (v) any other violation of Environmental Laws by Landlord on or related to the use on or of the Leased Ground or that existed on the Leased Ground prior to the Lease Effective Date. All costs and expenses incurred by Tenant pursuant to this Section for which Landlord is responsible, or for which Landlord has agreed to indemnify Tenant will be paid by Landlord to Tenant within sixty (60) days of demand. Upon Landlord's failure to make such payment within said sixty (60) day period, the full amount thereof will accrue interest from the sixtieth (60th) day after demand until paid at the Default Rate of Interest, and, at Tenant's election, such failure will constitute a default hereunder. The aforesaid indemnification, defense and hold harmless agreement will benefit Tenant from and after the Lease Effective Date and will survive and not be terminated on the expiration or termination of this Lease, but will continue thereafter notwithstanding the expiration or termination of this Lease.

(b) Tenant agrees that, from and after the Delivery Date, neither Tenant nor Tenant's agents, contractors, or employees will engage in any of the following prohibited activities with respect to the Leased Ground: (i) cause or permit any Release of Hazardous Materials or Regulated Substances on or from the Leased Ground in violation of Environmental Laws; (ii) cause or permit any manufacturing, holding, handling, retaining, storing, transporting, Releasing of Hazardous Materials, USTs, or Regulated Substances in or on any portion of the Leased Ground in violation of Environmental Laws; or (iii) otherwise place, keep, store or maintain, or allow to be placed, kept, stored or maintained, any Hazardous Materials, USTs or

Regulated Substances on any portion of the Leased Ground in violation of Environmental Laws, except as necessary for use and storage in the normal course of business of the Permitted Use or in the operation and maintenance of the Improvements, provided that any such use and storage is in compliance with all Environmental Laws. Tenant will comply, and from and after the Delivery Date, will ensure that all Tenant's uses of or actions on the Leased Ground complies, with all Environmental Laws. If Hazardous Materials, USTs, or Regulated Substances are Released by Tenant on the Leased Ground on and after the Delivery Date in violation of Environmental Laws, Tenant will, with due diligence, remove all such Hazardous Materials, USTs, or Regulated Substances in compliance with all Environmental Laws and will keep the entire Leased Ground free of any lien imposed thereby pursuant to any Environmental Laws having to do with the removal of Hazardous Materials, USTs, or Regulated Substances.

(c) Tenant will be solely responsible for, and hereby agrees to indemnify and hold Landlord harmless from, any and all Liabilities occasioned by, resulting from, or consequent to any the following occurrences: (i) any Release by Tenant of USTs, Regulated Substances, or Hazardous Materials on the Leased Ground or any groundwater thereunder in violation of Environmental Laws; (ii) any Release by Tenant of Hazardous Materials, USTs or Regulated Substances from the Leased Ground or any groundwater thereunder in violation of Environmental Laws; (iii) any manufacturing, maintaining, holding, handling, storing, transporting, Releasing of Hazardous Materials, USTs or Regulated Substances by Tenant on or at the Leased Ground or any groundwater thereunder in violation of Environmental Laws, or (iv) any other violation of Environmental Laws by Tenant on the Leased Ground. All costs and expenses incurred by Landlord pursuant to this Section for which Tenant is responsible, or for which Tenant has agreed to indemnify Landlord, will be paid by Tenant to Landlord within sixty (60) days of demand. Upon Tenant's failure to make such payment within said sixty (60) day period, the full amount thereof will accrue interest from the sixtieth (60th) day after demand until paid at the Default Rate of Interest and, at Landlord's election, such failure will constitute a default hereunder. The aforesaid indemnification and hold harmless agreement will benefit Landlord from and after the Lease Effective Date and will survive and not be terminated on the expiration or termination of this Lease, but will continue thereafter notwithstanding the expiration or termination of this Lease.

ARTICLE 8 MORTGAGES

Section 8.1. Landlord Rights and Obligations.

(a) Landlord shall have the right, at any time and from time to time, to grant to one or more lenders, mortgages or deeds of trust on or with respect to Landlord's interest in the Leased Ground so long as such mortgages or deeds of trust remain at all times subordinate to any Qualifying Mortgages then or thereafter placed on the Leased Ground ("Fee Mortgage"). Any Fee Mortgage shall be subject and subordinate to the terms of this Lease, such that (a) to the extent any of the terms of the Fee Mortgage are inconsistent with the rights of Tenant under this Lease, the terms of this Lease shall control, and (b) the mortgagee or beneficiary of such Fee Mortgage may not terminate or otherwise adversely affect the rights of Tenant under this Lease (as it may be modified or amended), or anyone claiming by, through or under Tenant, including,

without limitation, any Qualifying Mortgagee and any subtenant, unless such holder shall succeed to the interest of Landlord under this Lease and shall thereafter be acting in accordance with the applicable terms hereof. Any holder of a Fee Mortgage shall, by acceptance of a Fee Mortgage on the Landlord's interest herein, be conclusively deemed to have agreed to the foregoing, and any Fee Mortgage shall contain the provisions of the immediately preceding sentence, or language of similar import.

(b) Landlord's fee interest in the Leased Ground and its interest in this Ground Lease will not be subordinate or subject to any Mortgage or other indebtedness of Tenant. Landlord will not be liable for the payment of any indebtedness secured by any such Mortgage or any expenses in connection therewith, and neither such Mortgage nor any instrument collateral thereto will contain any covenant or other obligation on the part of Landlord to pay such debt or any part thereof or take any other affirmative action of any kind.

Section 8.2. Tenant and Mortgagee Rights and Obligations.

(a) From and after the Lease Effective Date, Tenant shall have the right at any time and from time to time, without Landlord's consent, to encumber, hypothecate, mortgage, pledge or collaterally assign (including by mortgage, deed of trust, or personal property security instrument) all or any portion of its right, title, or interest under this Lease, the Project, the Leased Ground, the Improvements, any subleases and/or any of Tenant's personal property to any Institutional Lender as security for the repayment of any indebtedness and/or the performance of any obligation; provided, however that no such Qualifying Mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Landlord in and to the Leased Ground. Without limiting the foregoing, any direct or indirect owner of Tenant shall have the right, from time to time, without Landlord's consent, to execute and deliver one or more pledges of direct and/or indirect ownership interests in Tenant to one or more lenders (each, a "Mezzanine Lender") in order to secure payment and performance of any indebtedness or other obligation of Tenant's direct and/or indirect owners. Wherever the term "Institutional Lender" is used in this Lease for purposes of providing any such Person with express notice and/or cure rights and/or any other rights intended to protect lender's rights with respect to any action by Landlord or breach or action of (or following any breach by) Tenant, the use of such term shall be deemed to include reference to any Mezzanine Lender.

(b) Each Qualifying Mortgage will expressly provide that the Qualifying Mortgagee will give Landlord notice of any default which if not cured may result in the acceleration of maturity of the debt secured by such Qualifying Mortgage.

(c) If any Qualifying Mortgagee registers with Landlord its name and address in writing by registered or certified mail, Landlord will by registered or certified mail, return receipt requested, addressed as registered with Landlord, give such Qualifying Mortgagee a copy of any notice or other communication with respect to any claim that a default exists under this Lease and a copy of any notice changing Landlord's address. Any notice given to such Qualifying Mortgagee will be deemed duly served when personally delivered to an officer of such Qualifying Mortgagee or mailed in accordance with Section 18.6.

(d) If Tenant fails to make any payment or perform any act required of Tenant under this Lease, then the Qualifying Mortgagee may (but will not be obligated to) make such payment or perform such act with the same effect as if made or performed by Tenant. Entry by such Qualifying Mortgagee upon the Leased Ground for such purpose or partial performance of the Qualifying Mortgagee will not waive or release Tenant from any obligation or Event of Default under this Lease except for an obligation or Event of Default fully performed or cured by such Qualifying Mortgagee.

(e) If there is a Qualifying Mortgage on Tenant's interest in this Lease, the Improvements and/or the Leased Ground and the Qualifying Mortgagee has registered its name and address with Landlord in accordance with Section 8.2(c), Landlord will not terminate this Lease or Tenant's right of possession of the Leased Ground in connection with an Event of Default by Tenant if:

(i) as to an Event of Default in the payment of any amounts owing under this Lease, Qualifying Mortgagee within thirty (30) days after the notice to Qualifying Mortgagee of such Event of Default pays to Landlord all such amounts;

(ii) as to any other Event of Default, (A) Qualifying Mortgagee within sixty (60) days after receipt of the notice to Qualifying Mortgagee of the Event of Default cures all Events of Default susceptible of being cured without possessory rights by such Person (or, if such cure would reasonably require more than sixty (60) days to rectify, commences cure within such sixty (60) days and thereafter promptly, effectively and continuously proceeds to cure such Event of Default); or (B) Qualifying Mortgagee within sixty (60) days after receipt of the notice to Qualifying Mortgagee of the Event of Default gives written notice to Landlord of Qualifying Mortgagee's intent to foreclose its Qualifying Mortgage, Qualifying Mortgagee within the same sixty (60) days begins foreclosure or similar proceedings under the Qualifying Mortgage to acquire Tenant's interest in this Lease and the Leased Ground, and thereafter diligently prosecutes such foreclosure or acquisition, and Qualifying Mortgagee, any receiver, or any purchaser or transferee of Tenant's interest in this Lease or the Leased Ground by reason of foreclosure or other proceedings or by deed or assignment in lieu of such proceedings, within sixty (60) days after acquiring Tenant's interest in this Lease or the Leased Ground, cures all Events of Default susceptible of being cured by such Person (or, if such cure would reasonably require more than sixty (60) days to rectify, commences cure within such sixty (60) days and thereafter promptly, effectively and continuously proceeds to cure such Event of Default); and

(iii) If the Qualifying Mortgagee, its nominee, or a purchaser in a foreclosure sale, shall acquire title to the Leasehold Estate hereunder and shall cure all Events of Default which are susceptible of being cured by the Qualifying Mortgagee or by said purchaser, as the case may be, then prior Events of Default which are not susceptible to being cured by the Qualifying Mortgagee or by said purchaser shall no longer be deemed Events of Default hereunder.

Nothing in this subsection will affect Landlord's right to enforce any remedy under this Lease for an Event of Default by Tenant except, so long as Qualifying Mortgagee is in the process of curing such Event of Default or foreclosing its Qualifying Mortgage under this subsection, the right to terminate this Lease or Tenant's right of possession of the Leased Ground.

(f) If this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights or if this Lease is terminated by Landlord due to an Event of Default, and Qualifying Mortgagee cures all Events of Default under this Lease other than personal Events of Default which are susceptible of being cured only by the defaulting Tenant, then Landlord shall, at the request of Qualifying Mortgagee given not later than sixty (60) days after the effective date of such rejection or disaffirmance or notice of such termination, execute and deliver a new lease with Qualifying Mortgagee or its nominee, purchaser, assignee or transferee, as the case may be, for the remainder of the Lease Term with the same terms as are contained in this Lease.

(g) If a Qualifying Mortgagee shall acquire Tenant's interest in this Lease as a result of the enforcement of its Qualifying Mortgage pursuant to a foreclosure sale, or through any transfer in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure action, such Qualifying Mortgagee shall have the privilege of transferring its interest in this Lease, without any consent of Landlord; provided, however, that there shall be delivered to Landlord within thirty (30) days after the date of such transfer a duplicate original of the instrument of assignment and assumption by the transferee of all of Tenant's obligations under this Lease arising on and after the date of such assignment or transfer. In the event any Qualifying Mortgagee or its designee becomes the Tenant under this Lease or under any new lease obtained pursuant to Section 8.2(f), the Qualifying Mortgagee or its designee shall be liable for the obligations of Tenant under this Lease or a new lease only for the period of time that the Qualifying Mortgagee or its designee remains the actual beneficial holder of the Leasehold Estate hereunder, and only to the extent provided in this Lease or such new lease.

(h) In the event: (a) Qualifying Mortgagee does not request such new lease, or (b) Landlord gains possession of the Leased Ground for any other reason under this Lease and provides Tenant with written notice of such repossession, Qualifying Mortgagee shall have the right to enter on the Leased Ground for a period of thirty (30) days after expiration of the time period for such request or thirty (30) days after written notice from Landlord of its repossession, whichever is applicable, for the purpose of removing any Collateral of Tenant therefrom, provided Qualifying Mortgagee shall be subject to all of the terms of this Lease during such time, including without limitation, the insurance and indemnity provisions hereof, and shall repair, during such time, any damage caused by such removal under the same conditions applicable to Tenant hereunder. Notwithstanding anything herein to the contrary, if Qualifying Mortgagee does not remove such Collateral within said thirty (30) day period, Landlord may exercise its rights under the Lease with respect to the personal property as if the subordination in Section 8.2(i) below were of no further force or effect.

(i) Landlord hereby consents to Tenant's grant to Qualifying Mortgagee of a security interest in Tenant's furniture, fixtures, equipment and other personal property (for purposes of

this section, the “Collateral”), and recognizes that each and every right which Landlord now has or hereafter may have, either to levy upon the Collateral or to claim or assert title to the Collateral, whether under the Lease or the laws of the State of Nebraska, or under any other applicable Governmental Requirements or otherwise, or under any mortgage now in effect or hereafter executed, whether by reason of an Event of Default under the Lease or otherwise, shall be subject and subordinate in every respect to all of the terms, provisions and conditions of the Qualifying Mortgage (provided such do not alter the terms of this Lease) and to the Qualifying Mortgagee’s security interest in the Collateral.

(j) Landlord and Tenant hereby agree to make any and all amendments to this Section 8.2 as may be reasonably requested by any Qualifying Mortgagee of Tenant.

ARTICLE 9 MECHANICS’ LIEN

Section 9.1. Prohibition of Liens on Fee or Leasehold Interest. Tenant shall not suffer, create or permit any mechanic’s liens or other liens to be filed against the fee of the Leased Ground or the Leasehold Interest by reason of any work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding any interest in the Leased Ground or any part thereof through or under Tenant. Subject to applicable Governmental Requirements, Landlord’s interest in the Leased Ground shall not be subject to liens for improvements made by Tenant or any sublessee, including, without limitation, the Project.

Section 9.2. Removal of Liens by Tenant. If any such mechanic’s or laborer’s liens or materialman’s lien shall be recorded against the Leased Ground or any part thereof, within thirty (30) days after notice of the filing thereof, or fifteen (15) days after Tenant is served with a complaint to foreclose said lien or Landlord advises Tenant in writing that Landlord has been served with such a complaint, whichever is earlier, Tenant shall cause such lien to be removed or will transfer the lien to bond pursuant to applicable law.

ARTICLE 10 DAMAGE AND DESTRUCTION

Section 10.1. Tenant’s Duty to Restore Premises. At any time during the Term of this Lease, if the Improvements, or any part thereof, are damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other casualty or cause (collectively, “Casualty”), Tenant, at its sole cost and expense, shall repair and restore the damaged or destroyed Improvements according to the Final Plans or according to such modified plans as shall be reasonably approved in writing by Landlord, whether or not there are sufficient insurance proceeds to cover the repair and restoration expenses. The work of repair and restoration shall be commenced by Tenant promptly and shall be completed with reasonable due diligence, subject to delays caused by any Force Majeure Event, unless otherwise agreed to in writing by Landlord. In all other respects, the work of repair and restoration shall be done in accordance with the requirements for the Construction of the Project on the Leased Ground set forth in Article 3 of this Lease.

Section 10.2. Option to Terminate Lease for Destruction. Notwithstanding the provisions of Section 10.1, in the event that the Improvements are damaged or destroyed by Casualty: (a) during the last two (2) years of the Term, if the cost of the restoration of the damage or destruction, as determined by a licensed architect selected by Tenant and reasonably approved by Landlord, shall equal more than twenty percent (20%) of the total replacement cost of the Improvements; or (b) at any time during the Term, if the cost of such restoration, as determined by such architect, shall equal more than twenty-five percent (25%) of the total replacement cost of the Improvements, then, in each case, Tenant shall have option, by written notice to Landlord within sixty (60) days after the Casualty, to terminate the Lease. In the event of such termination, Tenant shall demolish the damaged Improvements, and otherwise put the Leased Ground and Improvements in a neat and safe condition prior to delivering physical possession of the Leased Ground to Landlord.

Section 10.3. Application of Insurance Proceeds. If this Lease is terminated pursuant to Section 10.2, notwithstanding anything to the contrary contained in this Lease, all proceeds of insurance on account of any loss, damage or destruction due to or arising from the Casualty shall be used as follows: (a) first, to pay in full the indebtedness secured by all Qualifying Mortgages then remaining on any portion of the Leased Ground or Improvements, (b) second, after the payments made pursuant to clause (a), to demolish the damaged Improvements and to put the Leased Ground in neat and safe condition, and (c) third, after payment in full of the amounts, if any, to be paid pursuant to clauses (a) and (b), any remaining proceeds shall be paid to Tenant.

Section 10.4. Obligations Remain. Except as provided in Section 10.2, no destruction of or damage to the Improvements by Casualty shall permit Tenant to terminate this Lease or shall relieve Tenant from its obligations under this Lease, and Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this Lease or the Leased Ground or any part thereof.

ARTICLE 11 CONDEMNATION

Section 11.1. Participation. In the event that the Leased Ground, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between Landlord, Tenant and those Governmental Authorities authorized to exercise such right (any such matters being hereinafter referred to as a "Condemnation" or "Taking"), Landlord, Tenant and any Person having an interest in the award or awards for such Condemnation, including any mortgagee of a Qualifying Mortgagee, less the costs of the determination and collection of the amount of the award or awards (collectively, "Condemnation Proceeds") shall have the right to participate in any such Condemnation proceedings or agreement for the purpose of protecting their interests hereunder. Each party so participating shall pay its own expenses therein.

Section 11.2. Total Taking. If, at any time during the Term of the Lease, there shall be a Taking of the whole or substantially all of the Leased Ground and Improvements, this Lease shall terminate on the date of such Taking and the Rent shall be paid to the date of such Taking. For purposes of this Section, "substantially all of the Leased Ground and Improvements" shall be

deemed to have been taken if the part of the Leased Ground and Improvements not so taken shall be insufficient for the economic and feasible operation thereof by Tenant in accordance with the terms and conditions of this Lease, as reasonably determined by Tenant. In the event of any such Taking and termination of this Lease, the Condemnation Proceeds, less the costs of the determination and collection of the same, shall be distributed as follows:

(a) Tenant shall first be entitled to receive and retain as its own property, and Landlord hereby assigns to Tenant, such portion of the Condemnation Proceeds as shall equal the fair market value of the remaining term of the Leasehold Interest (the "Tenant Proceeds") and the unamortized value of the Improvements, such amortization to be made on a straight-line basis over thirty-five (35) years from the date of completion of each component thereof; and

(b) Landlord shall then be entitled to receive, and Tenant hereby assigns to Landlord, the balance of the Condemnation Proceeds, if any (the "Landlord Proceeds").

In addition, Tenant shall have the right to seek a separate award for Tenant's property, moving expenses and for loss of business.

Section 11.3. Partial Taking.

(a) In the event of a Taking that is less than a total or substantial Taking (a "Partial Taking"), this Lease shall not terminate or be affected in any way, except as provided in Section 11.3(c) below, and Tenant shall be entitled to receive the Tenant Proceeds as they relate to that portion of the Leased Ground and Improvements taken, and the same shall be payable, and Landlord hereby so assigns the same, in trust to Tenant for application by Tenant to the cost of restoring, repairing, replacing or rebuilding the Improvements. Landlord shall be entitled to receive, and Tenant hereby assigns to Landlord, the balance of the Condemnation Proceeds, if any. In the event of a Partial Taking, this Lease shall terminate as to the portion of the Leased Ground and Improvements on the date so taken by the applicable Governmental Authority.

(b) In the event of a Partial Taking that does not result in a termination of this Lease pursuant to Section 11.3(c) below, Tenant, at its sole cost and expense, shall, to the extent reasonably possible, proceed with due diligence to restore, repair, replace or rebuild the remaining part of the Improvements to substantially their former condition or with such changes or alterations as Tenant may elect and be permitted to make in accordance with the provisions of this Lease.

(c) In the case of Partial Taking: (i) during the last two (2) years of the Term, and if the cost of the of such restoration, repairs, replacement or rebuilding, as determined by a licensed architect selected by Tenant and reasonably approved by Landlord, shall equal more than twenty percent (20%) of the total replacement cost of the Improvements; or (ii) at any time during the Term, and if the cost of such restoration, repairs, replacement or rebuilding, as determined by such architect, shall equal more than twenty-five percent (25%) of the total replacement cost of the Improvements; or (iii) at any time during the Term, if fifteen percent (15%) or more of the parking areas related to the Leased Ground and Improvements are Taken, then Tenant shall have

the option, by written notice to Landlord within sixty (60) days after the Partial Taking, to terminate this Lease.

(d) Notwithstanding the provisions of Section 11.3(a), if this Lease is terminated pursuant to Section 11.3(c), all Condemnation Proceeds shall be used in the following order of priority: (i) first, to pay in full the indebtedness secured by all Qualifying Mortgages then remaining on any portion of the Leased Ground or the Improvements; (ii) second, after the payments made pursuant to clause (i), to restore the Improvements to enclosed and commercially leasable architectural units and to put the Leased Ground and Improvements in neat and safe condition; (iii) third, to reimburse Tenant for the unamortized value of the Improvements, such amortization to be made on a straight-line basis over thirty-five (35) years from the date of completion of each component thereof; and (iv) fourth, after payment in full of the amounts, if any, paid pursuant to clauses (i), (ii), and (iii), any remaining proceeds shall be divided between Landlord and Tenant in accordance with the respective values of the estates held by each of them as determined as of the date title is vested in the condemning Governmental Authority, but without regard to the termination of this Lease. In addition, Tenant shall have the right to seek a separate award for Tenant's property, moving expenses and for loss of business.

(e) If, at any time during the Term, the whole or any part of the Leased Ground or Improvements shall be taken in condemnation proceedings or by any right of eminent domain for temporary use or occupancy by a Governmental Authority (a "Temporary Taking"), Tenant shall be entitled to receive the entire amount of the Condemnation Proceeds made for such Temporary Taking, whether paid by way of damages, rent or otherwise unless such period of temporary use or occupancy shall extend beyond the Term, in which case the Condemnation Proceeds shall be apportioned between Landlord and Tenant as of the date of termination of this Lease. To the extent that Landlord receives any portion of the Condemnation Proceeds with respect to a Temporary Taking, Landlord shall immediately pay such sum to Tenant.

(f) If Tenant shall assign to any Qualifying Mortgagee any Condemnation Proceeds to which Tenant otherwise shall be entitled, Landlord shall recognize such assignment and shall consent to the payment of the Condemnation Proceeds to such assignee as its interest may appear. Tenant and the holder of any Qualifying Mortgage shall have the right to participate in any condemnation proceeding for the purpose of protecting their rights under this Lease, and in this connection, specifically and without limitation to introduce evidence independently of Landlord to establish the value of or damage to the Improvements. In any case in which the Condemnation Proceeds are to be paid in accordance with the respective values of the estates of Landlord and Tenant, or either of them, such values shall be as agreed upon by Landlord and Tenant.

ARTICLE 12 ASSIGNMENT; SUBLEASES; LICENSES

Section 12.1. Assignment. Except for any sublease or license entered into in accordance with the terms of this Lease, grant of any Qualifying Mortgage in accordance with the terms of this Lease, foreclosure of any such Qualifying Mortgage or acquisition of Tenant's interest in the Leased Ground in lieu thereof, transfers by a Qualifying Mortgagee following any such

foreclosure or acquisition to any party or as otherwise provided under this Lease, Tenant shall not transfer, convey, lease, sublease or assign any portion of the Leased Ground without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that the parties acknowledge and agree that Landlord's withholding of consent to any proposed transfer, conveyance, lease, sublease or assignment to a Landlord Competitor shall not be unreasonable. For the avoidance of any doubt, any transfer of any direct or indirect interest or Control in the beneficial owner or owners of Tenant shall not be deemed to be a transfer, conveyance or assignment of this Lease and Tenant shall not be required to obtain Landlord's prior written consent with respect to any such transfers, except in the event of any such transfer to any Landlord Competitor, which consent may be withheld in Landlord's sole discretion.

Section 12.2. Subleases and Licenses. Notwithstanding anything in this Lease to the contrary, so long as no Event of Default has occurred and is continuing hereunder, Tenant shall have the right, without Landlord's prior written consent, from time to time to sublease, license or enter into other occupancy agreements for space within the Leased Ground and Improvements in the ordinary course of its business for uses consistent with the Permitted Use, including for retail, concession, advertising, dining, entertainment or other similar purposes; provided that all such agreements shall be subject and subordinate to the terms and conditions of this Lease. If Tenant enters into any such sublease, license or other occupancy agreement and the third party desires for Landlord to execute a recognition agreement, then Tenant may notify Landlord of the same, which notice shall include a copy of such third party agreement, and promptly thereafter Landlord shall execute and deliver to Tenant a customary written attornment and recognition agreement pursuant to which such subtenant, licensee or occupant shall agree to attorn to Landlord in certain circumstances and Landlord shall recognize the subtenant, licensee or occupant and not disturb such Person's interest or right to possession so long as such Person performs its obligations under its sublease, license or other occupancy agreement, which agreement shall be in form and substance reasonable to Landlord, Tenant and such Person.

Section 12.3. No Unsuitable Person. Neither Landlord nor any of its Affiliates shall sell, assign, sublet, license or otherwise transfer (including pursuant to any sale or other transfer of any direct or indirect Control of Landlord) the Real Property, the Lease or any portion thereof to any Person who is an Unsuitable Person.

ARTICLE 13 INSURANCE AND INDEMNIFICATION

Section 13.1. Comprehensive Liability Insurance. Tenant shall, at its cost and expense, at all times during the Term, maintain in force, for the joint benefit of Landlord and Tenant, and any holder of a Qualifying Mortgage, a broad form comprehensive coverage policy of public liability insurance issued by a carrier reasonably satisfactory to Landlord and licensed to do business the State of Nebraska with a Best's Insurance Guide Rating of A+, by the terms of which Landlord and Tenant, and any holder of a Qualifying Mortgage, are named as additional insureds and are indemnified against liability for damage or injury to the property or person (including death) of any Tenant, its invitee or any other person entering upon or using the Leased Ground, or any structure thereon or any part thereof. Such insurance policy or policies shall be maintained on

the minimum basis of \$2,000,000.00 for damage to property and for bodily injury or death as to any person, and \$2,000,000.00 as to any one accident. Landlord reserves the right to require reasonable increases in the limits of coverage from time to time during the Base Term and all Renewal Terms; and the requested increase will be deemed reasonable if consistent with commercially reasonable practices for similar projects in the same geographic area. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Landlord. A certificate of said insurance, together with proof of payment of the premium thereof shall be delivered to Landlord on the Lease Effective Date, effective from and after the Lease Effective Date. Such insurance shall be cancelable only after thirty (30) days prior written notice to Landlord and Tenant, and any holder of a Qualifying Mortgage on the Leased Ground. In the event Tenant fails to timely pay any premium when due, Landlord shall be authorized to do so but not required to do so, and may charge all costs and expenses thereof, including the premium and interest at the Default Rate of Interest, to Tenant, to be paid by Tenant as Additional Rent hereunder.

Section 13.2. Fire and Extended Coverage Property Insurance. Tenant shall, at its cost and expense, and at all times during the Base Term and any Renewal Term, maintain in force, for the joint benefit of Landlord and Tenant, and any Qualifying Mortgagee, a policy of insurance against loss or damage by fire and lightning, and such other perils as are covered under the broadest form of the “extended coverage” or “all risk” endorsements available in Nebraska including, but not limited to, damage by wind storm, hurricane, explosion, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements. Landlord shall be named as an additional insured on such policy of insurance, and any Qualifying Mortgagee shall be named as required by its loan documents, and subject to terms of the loan documents any insurance proceeds shall be applied in the manner as set forth in this Lease. The insurance shall be carried and maintained to the extent of full (actual) replacement cost of the Improvements, in such amounts as may be reasonably acceptable to Landlord from time to time during the Base Term of this Lease and any Renewal Term; provided however, that during the period of construction, Tenant shall provide or cause to be provided in lieu thereof builders’ risk or similar type of insurance to the full replacement costs thereof. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Landlord. A certificate of said insurance, together with proof of payment of the premium thereof, shall be delivered to Landlord on the Lease Effective Date, to be effective from and after the Lease Effective Date. Such insurance shall be cancelable only after thirty (30) days prior written notice to Landlord, Tenant, and any Qualifying Mortgagee. In the event Tenant fails to timely pay any premium when due, Landlord shall be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at the Default Rate of Interest, to Tenant, to be paid by Tenant as additional rent hereunder. Landlord shall have no obligation to obtain insurance for the benefit of Tenant.

Section 13.3. Public Liability and Workmen’s Compensation Insurance. During the Construction of the Project and any other building or improvement to be located on the Leased Ground, Tenant or its contractor shall carry such public liability and workmen’s compensation insurance as shall be required by the laws of the State of Nebraska

Section 13.4. Landlord's Insurance. At all times during the Term, Landlord shall maintain, at Landlord's sole expense, the following insurance:

(a) Combination of Commercial General Liability insurance and Excess (Umbrella) Liability insurance (to be following form over underlying insurance) on an occurrence basis with a combined single limit for bodily injury/property damage of at least \$6,000,000 in constant dollars in the aggregate to cover Landlord's contractual liabilities under this Lease in connection with entry onto and activities upon the Leased Ground by Landlord or its Affiliates, or their respective representatives, agents, employees, contractors or invitees. Contractual liability coverages shall be included in the Commercial General Liability policy to insure liability under any contract whereby Landlord will hold Tenant harmless except for liability arising out of the sole negligence of Tenant. Such policy shall have no deletion of the Separation of Insured's Clause or any exclusion for Cross Liability. Such policy shall contain (i) an endorsement including Tenant as "additional insured" except for the sole negligence of the additional insured; (ii) a waiver of subrogation endorsement in favor of Tenant, and (iii) a deletion of contractual liability exclusions for Personal Injury and Advertising Injury liability.

(b) The following general requirements shall be applicable to all insurance required to be carried by Landlord hereunder:

(i) All policies will be issued by carriers having ratings of Best's Insurance Guide A-/VII or better, or its substantial equivalent if such Guide is no longer published, and admitted or permitted to engage in the business of insurance in the State of Nebraska.

(ii) Evidence of the insurance coverage required to be maintained by Landlord hereunder, represented by certificates of insurance or evidences of insurance (on an ACORD 28 form or other equivalent form reasonably acceptable to Tenant) issued by the insurance carrier(s) and constituting actual evidence of coverage, must be furnished to Tenant prior to occupancy of the Leased Ground by Tenant, and at least 30 days prior to the expiration of current policies. Such certificates will specify the additional insured status (as applicable) of Tenant as well as the waivers of subrogation. Such certificates will state that Persons and parties required to be named hereunder as additional insured have been so named, and that such additional insured will be notified in writing 30 days prior to cancellation, material change, or non-renewal of insurance. The "endeavor to" language contained in any cancellation notice section of such certificate shall be deleted. Such certificates, or a separate writing issued by the insurer or its agent together with such certificate, shall set forth the amounts of deductibles and all self-insured retentions.

(iii) Landlord may carry any insurance required by this Section 13.4 under a blanket policy, applicable to the applicable property to be insured hereunder for the risks and in the amounts required pursuant to this Section 13.4, provided that all requirements of this Section 13.4 shall be complied with in respect of such policy.

(iv) Tenant reserves the right to require reasonable increases in the limits of coverage from time to time during the Term; and the requested increase will be deemed

reasonable if consistent with commercially reasonable practices for similar projects in the same geographic area.

(v) All liability insurance will be on an occurrence basis. Landlord may not elect to carry claims-made commercial general liability insurance unless occurrence coverage is unavailable at commercially reasonable rates in the marketplace.

Section 13.5. Waiver of Subrogation. Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Leased Ground or in connection with any other improvements on or activities conducted on the Leased Ground, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 13.6. Indemnification.

(a) Tenant hereby agrees to indemnify, protect, defend and save Landlord harmless from and against any and all losses, damages, actions, fines, penalties, demands, damages, liability and expense, including attorneys' fees and costs through litigation and all appeals (collectively, "Liabilities"), in connection with the loss of life, personal injury and damage to property arising from or out of (i) any occurrence in, upon, at or about the Leased Ground caused by Tenant, its officers, agents, servants, employees, contractors, lessees, sublessees, licensees, guests and invitees, or any party acting by, through or under any of them; (ii) the occupancy, use, construction upon and maintenance of the Leased Ground and Improvements thereon by Tenant, its officers, agents, servants, employees, contractors, lessees, sublessees, licensees, guests and invitees, or any party acting by, through or under any of them; or (iii) the operation of the business conducted by Tenant on the Leased Ground. The foregoing indemnity will be provided, subject to Landlord: (1) promptly notifying Tenant in writing of the claim; and (2) allowing Tenant to control, and reasonably cooperating with Tenant in the defense and any related settlement negotiations, with Landlord having the right to approve any such settlement, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, nothing contained herein shall be construed to make Tenant liable for any Liabilities caused by the acts, omissions, negligence, gross negligence or willful misconduct of Landlord or any other Landlord Parties, Landlord agreeing to indemnify, defend and hold Tenant harmless therefrom.

(b) Landlord hereby agrees to indemnify, protect, defend and save Tenant harmless from and against any and all Liabilities in connection with (a) the loss of life, personal injury and damage to property arising from or out of (i) any occurrence in, upon, at or about the Leased Ground caused by Landlord or any Landlord Parties, or (ii) the use and construction upon the Leased Ground and Improvements thereon by Landlord or any Landlord Parties, including in

connection with Landlord's Work; or (b) any third party asserting any unrecorded easement, license or other right on, over, under or across the Leased Ground or any portion thereof. The foregoing indemnity will be provided, subject to Tenant: (1) promptly notifying Landlord in writing of the claim; and (2) allowing Landlord to control, and reasonably cooperating with Landlord in the defense and any related settlement negotiations, with Tenant having the right to approve any such settlement, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, nothing contained herein shall be construed to make Landlord liable for any Liabilities caused by the acts, omissions, negligence, gross negligence or willful misconduct of Tenant, Tenant agreeing to indemnify and hold Landlord harmless therefrom.

ARTICLE 14 DEFAULTS AND REMEDIES

Section 14.1. Defaults. Each of the following events shall constitute an "Event of Default" hereunder:

(a) following the Rent Commencement Date, Tenant's cessation of operations at the Leased Ground and Improvements for a period of thirty (30) consecutive days after notice thereof by Landlord to Tenant, except in connection with environmental condition, casualty, condemnation, necessary repairs of the Leased Ground or any part thereof, or due to Force Majeure Events;

(b) the bankruptcy or insolvency of Tenant or the filing by or against Tenant of a petition in bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or Tenant's assignment for the benefit of creditors; provided, however, that as to an involuntary filing, such filing shall only be an Event of Default if not dismissed within sixty (60) days after filing;

(c) failure of Tenant to pay any installment of Rent or other amount due hereunder within ten (10) days after receipt of written notice from Landlord that the same is past due hereunder; and

(d) failure by Tenant to perform or observe any other of the terms, provisions, conditions and covenants of this Lease for more than thirty (30) days after receipt of written notice of such failure from Landlord, or such additional time as is reasonably required, provided Tenant commences such cure within said 30-day period and diligently pursues such cure.

Section 14.2. Remedies. If any Event of Default shall have occurred and be continuing, Landlord may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which Landlord may resort cumulatively or in the alternative:

(a) Landlord may, at Landlord's election, and without notice (but subject to any Qualifying Mortgagee's rights under this Lease, including, without limitation, the rights under Article 8), terminate this Lease. All Tenant's rights in the Leased Ground shall terminate upon termination of this Lease. Promptly after any such termination, Landlord may re-enter and take

possession of the Leased Ground. Termination under this paragraph shall not relieve Tenant from the payment of any sum then due to Landlord accruing prior to such termination, or from any claim for damages previously accrued against Tenant.

(b) Landlord may, at Landlord's election, but subject to Governmental Requirements including Gaming Laws, re-enter the Leased Ground and, without terminating this Lease, at any time, relet the Leased Ground and the Improvements, or any part(s) of them, for the account, and in the name of Tenant or otherwise, all upon commercially reasonable rates and terms determined by Landlord, without hereby obligating Landlord to relet the Leased Ground and the Improvements or make an effort to relet either or both of them in whole or in part, at any time, unless otherwise required by Governmental Requirements. Any reletting may be for the remainder of the Term, the Renewal Term(s) or for any longer or shorter period. Landlord shall be entitled to all rents from the use, operation or occupancy of the Leased Ground or the Improvements, or both. Landlord shall have the further right, at Landlord's option, to make such reasonable and necessary alterations, repairs, replacements and/or restorations which shall not operate or be construed to release Tenant from liability hereunder. Tenant shall nevertheless pay to Landlord on the due dates specified in this Lease the equivalent of all sums required of Tenant under this Lease. No act by or on behalf of Landlord under this provision shall constitute a termination of this Lease unless Landlord gives Tenant written notice of termination.

(c) Landlord may, if Landlord elects to file suit to enforce this Lease and/or protect its rights hereunder, in addition to the other remedies provided in this Lease and by law, have the right to appoint a receiver of the Leased Ground and the Improvements.

(d) If Landlord elects to terminate this Lease, Landlord may seek to recover from Tenant all damages incurred by Landlord by reason of such Event of Default including the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of the termination exceeds the amount of the fair market rental value of the Leased Ground. As used in this paragraph, the "worth at the time of award" is computed by discounting such amount at a rate per annum equal to the Average Prime Rate published in The Wall Street Journal last preceding the date of the award.

(e) Notwithstanding anything herein to the contrary, Landlord's exercise of its rights, remedies and powers provided in this Lease may be exercised only to the extent that the exercise thereof does not violate the applicable provisions of any Gaming Laws. The applicable provisions of this Lease shall be reformed and amended to the extent necessary to comply with applicable Gaming Laws.

Section 14.3. Remedies Cumulative. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Lease would have expired nor limit or preclude recovery by Landlord against Tenant of any sums or damages which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. All the remedies hereinbefore given to Landlord and all rights and remedies given to it at law and in equity shall be cumulative and concurrent.

Section 14.4. Self-Help. If any Event of Default shall have occurred and be continuing, Landlord, without thereby waiving such Event of Default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant upon providing reasonable notice to Tenant except in a case of emergency. Any reasonable expenses incurred by Landlord in connection with any such performance shall be due and payable upon Landlord's submission of an invoice therefor. All sums advanced by Landlord on account of Tenant under this Section, or pursuant to any other provision of this Lease, and all rent, if not received by Landlord within ten (10) days' after Landlord has provided Tenant with written notice of delinquency, shall bear interest at the Default Rate of Interest from the due date thereof until paid and the same shall be and constitute additional rent and be due and payable upon Landlord's demand therefor.

Section 14.5. Holdover. If Tenant remains in possession of the Leased Ground or any part thereof after the expiration or sooner termination of the Term, Tenant shall become a tenant at sufferance. Notwithstanding that Landlord may allow Tenant to continue in possession after the expiration or sooner termination of this Lease, neither that nor the provisions of this Section shall constitute a waiver of any of Landlord's rights under this Section or this Lease with respect to holdovers.

Section 14.6. Landlord Default. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it under this Lease until it has failed to perform such obligation within thirty (30) days after written notice by Tenant to Landlord specifying the nature of Landlord's default; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion. If Landlord is in default as described above, then Tenant shall have the right to, in addition to any and all other rights and remedies available herein, at law or in equity: (a) pay any sum necessary to perform any obligation of Landlord hereunder, in which case Landlord shall reimburse Tenant's cost within thirty (30) days after demand therefor by Tenant with supporting documentation, and if Landlord does not reimburse Tenant within such thirty (30) days, Tenant may deduct the cost thereof, together with interest thereon at the Default Rate of Interest, from Rent due and to become due; (b) sue for injunctive relief, declaratory relief, specific performance, and/or damages as the case may be; and/or (c) immediately terminate this Lease.

Section 14.7. Limitation of Tenant's Liability. Except for Tenant's indemnification obligations with respect to third party claims (as to which no limitation of liability or cap on damages shall apply), in no event shall Tenant be liable for any punitive damages, even if Tenant has been advised of the likelihood of the occurrence of such damages or such damages are foreseeable. The provisions of this Section shall survive the early termination or expiration of this Lease.

ARTICLE 15 ONLINE BETTING

Section 15.1. If during the Term, the law in the State of Nebraska is modified to allow for Online Betting, then Tenant shall be entitled to designate an Online Caesars Operator to have the

sole and exclusive right to (a) obtain or utilize any licenses issued by the Gaming Authorities in connection therewith that are associated with the Project, including the operation thereof, and (b) operate Online Betting in connection therewith. Such exclusive rights shall include the right to all consumer facing Online Betting services permitted under such license (i.e., a “skin”) and control all aspects of such Online Betting. To the extent the law is structured whereby Landlord or its Affiliates (including, without limitation, Columbus Exposition & Racing, Inc. (“CER”)) has the right to hold such licenses, Landlord shall, or shall cause its Affiliate or CER, at Tenant’s reasonable expense, to work in good faith with, and reasonably assist, Online Caesars Operator, including executing the necessary documentation, in order to facilitate Online Caesars Operator’s right under this Section.

ARTICLE 16 RIGHT OF FIRST OFFER

Section 16.1. Tenant shall have a right of first offer in accordance with the procedures set forth below. Tenant’s right of first offer shall apply prior to Landlord or its Affiliates entering into any agreement for (a) a transfer of all or any portion of Landlord’s fee ownership of the Leased Ground; or (b) a transfer of more than forty-nine percent (49%) of the equity interests or any Controlling interest in Landlord (each of subsections (a) and (b), a “ROFO Transaction”); provided, that in no event shall a ROFO Transaction include a transfer of an equity interest in Landlord from one member of Landlord as of the Lease Effective Date to one or more members of Landlord as of the Lease Effective Date (each, a “Member”) or a transfer of an equity interest in Landlord by a Member to any relatives of such Member for estate tax, succession planning or any other similar purpose, or a transfer of any equity interest in Landlord by a Member’s estate to any heirs of such Member.

Section 16.2. If Landlord desires to complete a ROFO Transaction, Landlord shall provide Tenant with written notice (the “ROFO Notice”) stating such desire, identifying and providing the economic terms and all other material terms upon which Landlord desires to complete a proposed ROFO Transaction (the “ROFO Terms”). Tenant shall have thirty (30) days from the date of receipt of the ROFO Notice to notify Landlord of its election to accept the offer to complete a ROFO Transaction on the basis of the ROFO Terms (the “ROFO”). If Tenant timely elects to complete the ROFO Transaction on the basis of such ROFO Terms, the parties shall utilize commercially reasonable efforts to enter into a binding agreement for the completion of the ROFO Transaction within sixty (60) days of Tenant’s election, and in all events the closing of the ROFO Transaction shall occur within one hundred eighty (180) days of such election.

Section 16.3. If Tenant does not elect to complete the ROFO Transaction on the basis of such ROFO Notice, or fails to respond to Landlord during the period described above (the date of such election or deemed election being the “ROFO Rejection Date”), Landlord is free to complete a ROFO Transaction, upon economic terms equal to an amount which is not less than ninety-five percent (95%) of the economic terms set forth in the ROFO Notice and otherwise on substantially comparable terms and conditions as those contained in the ROFO Notice. Upon declining to complete the ROFO Transaction on the basis of the ROFO Notice, the rights of Tenant, with respect to such ROFO Notice only, shall be deemed void and of no further force or effect; provided, however, that if Landlord has not executed a binding contract for completion of

a ROFO Transaction as of the date that is one hundred eighty (180) days after the ROFO Rejection Date or if such contract is executed within such one hundred eighty (180) days but thereafter fails to close within two hundred seventy (270) days after the ROFO Rejection Date or is otherwise terminated, or if Landlord wants to complete the ROFO Transaction upon economic terms less than ninety-five percent (95%) of the economic terms set forth in the ROFO Notice or otherwise not on substantially comparable terms and conditions as those contained in the ROFO Notice, then Landlord shall re-offer the ROFO Transaction to Tenant in accordance with the terms consistent with this Lease.

Section 16.4. Notwithstanding any provision of this Lease to the contrary, if Landlord completes a ROFO Transaction in accordance with this Lease, the ROFO rights provided in this Lease shall be applicable to such buyer or transferee as though Tenant never was deemed to have declined a ROFO Notice. Tenant shall continue to enjoy the rights granted in this Lease to the ROFO for so long as this Lease remains in full force and effect. If in any such instance Tenant elects not to exercise its ROFO rights under this Lease or otherwise waives such rights, such election shall not constitute a waiver of Tenant's right to a subsequent ROFO Notice.

ARTICLE 17 LANDLORD REPRESENTATIONS

Landlord represents and warrants to Tenant, which representations and warranties shall be continuing representations and warranties, as follows:

Section 17.1. There are no actions, suits or proceedings pending or, to Landlord's knowledge, threatened against or affecting the Leased Ground.

Section 17.2. Landlord has received no written notice of any violation of law, including, without limitation, Environmental Laws, at the Leased Ground from any Governmental Authority that remains uncured.

Section 17.3. Landlord requires the consent of no third party to enter into this Lease. No holder of any Fee Mortgage has given any notice of termination or default that remains uncured.

Section 17.4. To Landlord's knowledge, there is no legal impediment or restrictive covenant preventing Tenant's contemplated Construction of the Project and/or the Permitted Use.

Section 17.5. There are no third parties entitled to possession of or right to use any portion of the Leased Ground except for the Permitted Exceptions. There are no unrecorded agreements affecting the Leased Ground.

Section 17.6. Landlord has full limited liability company power and authority to enter into this Lease and to perform its obligations hereunder. All necessary limited liability company action to cause this Lease to be executed and binding upon Landlord has occurred and, when executed and delivered by Landlord, this Lease will be and shall remain a valid and binding agreement with respect to Landlord's obligations hereunder enforceable against Landlord in accordance with its terms, except as the enforceability of this Lease may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

Each reference herein to Landlord's "knowledge" shall refer to the current actual knowledge (as opposed to constructive, deemed, or imputed knowledge) of Tom Jackson and shall not be construed by imputation or otherwise, to refer to the knowledge of any Affiliate of Landlord or to any other officer, agent, manager, representative or employee of Landlord or any Affiliate thereof.

ARTICLE 18 EXCLUSIVITY; GENERAL PROVISIONS

Section 18.1. Exclusivity. The parties agree that during the Term, neither party nor any of their Affiliates shall, directly or indirectly, enter into, discuss, accept, approve, initiate, facilitate or participate in any manner in any casino, retail sportsbook or horse racing track in the State of Nebraska, except that prior to the Rent Commencement Date either party may operate the horse racing track located in Columbus, Nebraska as of the Lease Effective Date.

Section 18.2. Conditions and Covenants. All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 18.3. Survival of Indemnities. All indemnities of Landlord and Tenant under this Lease shall survive the expiration or earlier termination of this Lease, except as otherwise provided herein.

Section 18.4. No Waiver of Breach. No failure by either Landlord or Tenant to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease (other than the waiver of such breach), but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 18.5. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of strike or lockout; an unforeseen inability to procure necessary materials; acts of war or terrorism; pandemics; abnormal and extraordinarily inclement weather; imposition by a Governmental Authority of any law, regulation, order, or directive that was not enacted or reasonably contemplated on the Lease Effective Date; an unforeseen inability to obtain any required Permits, permission or authorization (despite the commercially reasonable pursuit thereof); or another similar unforeseen and/or extraordinary event beyond the reasonable control of the party asserting such delay (collectively, "Force Majeure Events"), the time for such party's performance of such obligation will be deemed extended for the period such party was actually prevented from performing such obligation as a direct result of the Force Majeure Event; provided, however, that general economic conditions and such party's own financial condition and/or inability to pay its monetary obligations shall not be deemed a Force Majeure Event.

Section 18.6. Notices. All notices or other communications required or permitted to be given by this Lease shall be in writing and shall be personally delivered, sent by overnight delivery, registered or certified mail, postage prepaid, or sent by a nationally recognized courier service that issues a receipt, to the other party at the address in this Section or to such other address as may be designated by notice to the other party:

Landlord: Convergence, LLC
27901 Woodside Drive
Columbus, Nebraska 68601
Attn: Tom Jackson

With a copy to:

Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attention: Christopher M. Bikus

Tenant: Harrah's Nebraska LLC
One Caesars Palace Drive
Las Vegas, NV 89109
Attn: Robert Livingston,
SVP of Tribal Development & General Manager

With a copy to:

Harrah's Nebraska LLC
100 West Liberty Street., 12th Floor
Reno, NV 89501
Attn: Ed Quatmann,
Executive Vice President & Chief Legal Officer

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in its paragraph. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or rejection or refusal thereof or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or the next business day following delivery to a nationally recognized expedited delivery service for next business day delivery. For purposes of this Lease, a business day means a day other than Saturday, Sunday, and federally, or State of Nebraska, observed holiday.

Section 18.7. Gender. The use herein of (a) any gender includes all others, and (a) the singular number includes the plural and vice-versa, whenever the context so requires.

Section 18.8. Captions. Captions in this Lease are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Lease or any of the terms hereof.

Section 18.9. Entire Agreement. This Lease, together with all exhibits attached hereto which are incorporated herein by this reference, and the Project Agreements (once entered into) contain the entire agreement between the parties regarding the subject matter hereof. Any prior oral or written representations, agreements, understandings and/or statements pertaining to any such matters shall be of no force and effect.

Section 18.10. Waiver; Amendment. No modification, waiver, amendment, discharge or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Section 18.11. Attorney's Fees. If either party retains an attorney to enforce or interpret this Lease, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorneys' fees and costs incurred through litigation, bankruptcy proceedings and all appeals.

Section 18.12. Time. Time is of the essence of each obligation of each party hereunder.

Section 18.13. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Nebraska without regard to its conflict of laws provisions. Except for claims for which subject matter jurisdiction resides solely in United States District Court (in which event, all said disputes shall be resolved solely and exclusively in the United States Court for the District that includes the portion of the locality in which the Leased Ground is located), the state district court that includes the portion of the locality in which the Leased Ground is located shall have sole and exclusive subject matter jurisdiction over any action brought to interpret, judge, decide, rule upon and enforce in any manner provided by laws of the State any of the terms, covenants, conditions, representations or warranties contained herein, and Tenant expressly consents to personal jurisdiction in the State for the purpose of resolving any dispute related to the making or interpretation of this Lease.

Section 18.14. Waiver of Jury Trial. **TO THE EXTENT PERMITTED BY APPLICABLE GOVERNMENTAL REQUIREMENTS, EACH OF LANDLORD AND TENANT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT CREATED HEREBY, TENANT'S USE OR OCCUPANCY OF THE LEASED GROUND OR ANY CLAIM OR INJURY OR DAMAGE.**

Section 18.15. Relationship of the Parties. At no time will either Party represent itself as an agent, employee, partner or joint venture partner of the other party, and no agent or joint venture relationship shall exist between either party and the other party or any employee or agent of the

other party. Neither party hereto shall have the express or implied right or authority to assume or create any obligation on behalf or in the name of the other party or to bind the other party in regard to any contract, agreement or undertaking with any third party.

Section 18.16. Binding Effect. Subject to any provision of this Lease that may prohibit or curtail assignment of any rights hereunder, this Lease shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

Section 18.17. Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all reasonable steps, and execute, acknowledge and deliver to the other party all further instruments necessary or expedient to effectuate the purpose of this Lease.

Section 18.18. Severability. If any term, provision, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Lease shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 18.19. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument. An electronic or facsimile copy of this Lease shall be deemed, and shall have the same legal force and effect as, an original document.

Section 18.20. Estoppel Certificate. Either party shall execute, acknowledge and deliver to the other party, within twenty (20) days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of commencement of this Lease; the dates for which the rent and other charges have been paid; any alleged defaults and claims against the other party and providing such other information as shall be reasonably acceptable to the other party.

Section 18.21. Good Standing. Tenant represents and warrants that it is in good standing as of the Lease Effective Date and covenants that it will remain in good standing under the applicable laws of the State of Delaware at all times during the Base Term and any Renewal Term of this Lease.

Section 18.22. Memorandum of Lease. On or about the Lease Effective Date, Landlord and Tenant shall execute, acknowledge and file or record with the Platte County Register of Deeds a Memorandum of this Lease for purpose of recordation. This Memorandum shall be substantially in the form attached hereto as **Exhibit B**. Upon the expiration of the Term, or any sooner termination of this Lease, Tenant agrees to execute, acknowledge and deliver to Landlord a proper instrument in writing, releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to the Leased Ground.

Section 18.23. Interpretation. This Lease is to be deemed to have been prepared jointly by the Parties hereto, and if any inconsistency or ambiguity exists herein, it shall not be interpreted against either party but according to the application of rules of the interpretation of contracts. Each party has had the availability of legal counsel with respect to its execution of this Lease.

Section 18.24. Construction. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. References to “Sections” are to Sections of this Agreement, unless otherwise specifically provided. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms shall refer to this Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the Lease Effective Date. The terms “include,” “including” and similar terms shall be construed as if followed by the phrase “without being limited to.”

Section 18.25. Third Persons. Nothing in this Lease, expressed or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Lease.

Section 18.26. Suitability or Licensure by Gaming Authority.

(a) As a holder of privileged gaming licenses, Tenant and its Affiliates are required to adhere to strict laws and regulations regarding vendor and other business relationships or associations. If at any time Tenant determines, in its sole discretion (applied in good faith in accordance with the Caesars Compliance Program), that its association with Landlord could violate any statutes and/or regulations regarding prohibited relationships with gaming companies, or if Tenant determines in its sole discretion (applied in good faith in accordance with the Caesars Compliance Program), that it would be in its best interest to terminate its relationship with Landlord in order to protect any pending licensing applications or any of its privileged gaming licenses, Tenant may immediately terminate this Lease and upon any such termination, so long as Tenant reasonably believes such termination is necessary due to the suitability of Landlord or any of Landlord’s owners or key principals (and not due to any act or omission of Tenant or its Affiliates), Landlord shall promptly pay Tenant an amount equal to the Construction Costs to the extent such costs are unamortized based on straight line amortization over the Base Term, which payment obligation shall survive the termination of this Lease. Landlord agrees to cooperate with Tenant, if requested, to undergo a background investigation to comply with Tenant’s compliance policies and to continue to cooperate with Tenant throughout the Term of this Lease to establish and maintain Landlord suitability. During the Term, to the extent any prior disclosures become inaccurate, including, but not limited to the initiation of any criminal proceeding or any civil or administrative proceeding or process which alleges any violations of law, involving Landlord or any of Landlord’s owners or key principals, Landlord shall disclose information to Tenant within ten (10) calendar days from that event. Landlord agrees to comply with any background investigation conducted in connection with the disclosure of this updated information. Under this paragraph, for privately held companies, “owner” shall mean any holder of an interest in Landlord’s company, and for publicly-traded entities shall mean any holder of a 5% or greater interest unless that interest meets the definition of an institutional investor as that term is defined in the Gaming Laws. If Landlord is or becomes required to be licensed by any federal, state, and/or local gaming regulatory agency, Landlord shall secure said licensing at its sole cost and expense, or if it fails to become so licensed, or, once licensed, fails to maintain such license or fails to continue to be suitable by the governmental licensing agency, Tenant may immediately terminate this Lease and upon any such termination, Landlord shall promptly pay Tenant an amount equal to the Construction Costs to the extent such costs are unamortized based on straight line amortization over the Base Term,

which payment obligation shall survive the termination of this Lease, and neither party shall have continuing liability to the other. Notwithstanding any other terms of this Lease, in the event of termination of this Lease pursuant to this Section 18.26(a), Tenant shall have no further liability to Landlord except those obligations that expressly survive the termination of this Lease, and except for any obligations pursuant to any work performed prior to the date such termination becomes effective, unless otherwise prohibited by a gaming regulatory agency. Landlord agrees to notify Tenant of any change of control in its ownership which is defined as any change of ownership on twenty percent (20%) or more of its common stock, or any change of ownership of any of its three largest holders holding five percent (5%) or more of the outstanding common stock.

(b) Landlord agrees to comply with all federal, state, local, provincial or other laws or regulations applicable to countries outside of the United States, including but not limited to laws and regulations governing anti-corruption, anti-bribery, foreign corrupt practices, and anti-money laundering laws and regulations applicable to its business. Failure to do so could result in termination of this Lease pursuant to this Section 18.26(b).

Section 18.27. Real Estate Brokers. Landlord and Tenant each hereby represent and warrant that it has dealt with no real estate broker, agent or party who may be entitled to a commission or fee on account of this Lease. Landlord and Tenant each hereby indemnifies and agrees to hold the other harmless from and against any loss, cost, liability and expense, including reasonable attorneys' fees, that may be incurred in the event the foregoing representation and warranty proves incorrect.

Section 18.28. Confidentiality. Landlord and Tenant each agree to maintain in strict confidence the terms of this Lease and any or all other materials, data and information delivered to or received from the other prior to or during the Term as contemplated pursuant to the terms of this Lease. Such confidentiality obligation shall not apply to disclosures: (a) required by law, provided, however, that the disclosing party shall use its best commercially reasonable efforts to provide as much notice as reasonably possible, if any, of such proposed disclosure to the other party and to cooperate with any reasonable effort of such other party to resist such disclosure requirement, (b) to its counsel, accountants, consultants, advisors, and/or actual or potential investors or lenders or subtenants (but only in connection with its interests in the Leased Ground, and not for purposes relating to ownership, operation, management, leasing or development of any other properties), and (c) to the extent reasonably required in connection with such party's (or its affiliate's) books and records being audited. In any event, any Person to whom such confidential information is disclosed as permitted above shall be notified of its confidential nature and instructed to keep same in strict confidence. The provisions of this Section shall survive the early termination or expiration of this Lease. If applicable laws obligate Landlord or Tenant to file a copy of this Lease in a manner that provides the general public with access thereto, then such party shall file a copy hereof that is redacted to remove the material economic terms hereof to the extent reasonably practicable and to the extent permitted by applicable laws. Neither Landlord nor Tenant has any knowledge that any law of the type described in the immediately preceding sentence currently exists. Notwithstanding the foregoing, if requested by either party, Landlord and Tenant shall mutually and reasonably cooperate with each other to

agree on the contents and issuance of a press release or other public disclosure relating to the transaction embodied in this Lease.

[Signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Lease Effective Date.

LANDLORD:

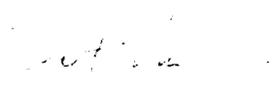
CONVERGENCE, LLC,
a Nebraska limited liability company

By: _____
Name: _____
Title: _____

TENANT:

HARRAH'S NEBRASKA LLC,
a Delaware limited liability company



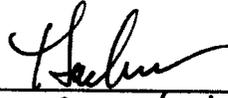
By:  _____
Name: Bret Yunker
Title: Chief Financial Officer

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Lease Effective Date.

LANDLORD:

CONVERGENCE, LLC,
a Nebraska limited liability company



By: 
Name: TOM JACKSON
Title: CEO/President

TENANT:

HARRAH'S NEBRASKA LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A-1

LEGAL DESCRIPTION OF REAL PROPERTY

Parcel 1:

A tract of land commencing at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska; thence 1,315.3 feet North 00°00' East along the West line of the said Southwest Quarter (SW $\frac{1}{4}$) to the Northwest corner of the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$); thence 628.5 feet South 89°32' East along the North line of the South Half of said Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) to a point; thence 765.14 feet South, 00 °00' East parallel to the West line of said Southwest Quarter (SW $\frac{1}{4}$) to a point; thence 150.0 feet South 90 °00' East to a point; thence 552.70 feet South 00°00' East parallel to the West line of the said Southwest Quarter (SW $\frac{1}{4}$) to a point on the South line of said Southwest Quarter (SW $\frac{1}{4}$); thence 778.5 feet, North 89 °26' West along the South line of said Southwest Quarter (SW $\frac{1}{4}$) to the point of beginning. EXCEPT: Referring to the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., in Platte County, Nebraska; thence 78.0 feet South, 89 °26' East to the point of beginning; thence 545.2 feet, North 0 °00' East parallel to the West line of said Southwest Quarter (SW $\frac{1}{4}$); thence 503.0 feet South, 90°00' East; thence 550.95 feet South, 0 °00' East parallel to the West line of said Southwest Quarter (SW $\frac{1}{4}$) to the South line of said Southwest Quarter (SW $\frac{1}{4}$); thence 503.03 feet North, 89°26' West along the South line of said Southwest Quarter (SW $\frac{1}{4}$) to the point of beginning. AND FURTHER EXCEPTING: A tract of land located in the Southwest Quarter (SW $\frac{1}{4}$) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska described as follows: Beginning at the Southwest corner of said Quarter Section; thence Northerly a distance of 170.07 feet along the Westerly line of said Quarter Section; thence Southeasterly deflecting 116 °07'58" Right, a distance of 86.88 feet to a point on Grantor's Easterly property line; thence Southerly deflecting 063 °52'02" Right; along said Grantor's Easterly property line, a distance of 132.61 feet to a point on the Southerly line of said Quarter Section; thence Westerly deflecting 090 °35'50" Right, along the Southerly line of said Quarter Section a distance of 78.00 feet to the point of beginning.

Parcel 2:

The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, EXCEPT the following: Commencing at a point 545 North of the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska; thence E 628.5 feet at a 90° angle to the West line of said Southwest Quarter (SW $\frac{1}{4}$) to a point of beginning; thence North 693 feet parallel to the West line of the said Southwest Quarter (SW $\frac{1}{4}$) to a point; thence East 150 feet perpendicular to the West line of the said Southwest Quarter (SW $\frac{1}{4}$) to a point; thence South 693 feet parallel to the West line of the said Southwest Quarter (SW $\frac{1}{4}$) to a point; thence West 150 feet to the point of beginning, all located in the Southwest Quarter (SW $\frac{1}{4}$) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, also including right of ingress and egress over a roadway described as follows: Part of the Southwest

Quarter (SW ¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at a point 1,238 feet North of the Southwest corner of said Southwest Quarter (SW ¼); thence East 745.5 feet, thence North 82.0 feet, thence West 745.5 feet, thence South 82 feet, to the place of beginning, A/K/A Terry Subdivision, a Minor Subdivision located in the South Half of the Southwest Quarter (S½ SW¼), Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska. AND FURTHER EXCEPTING: Commencing at the Southwest corner of the Southwest Quarter (SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska; thence 1,315.3 feet North 00°00' East along the West line of the said Southwest Quarter (SW¼) to the Northwest corner of the South Half of said Southwest Quarter (S ½ SW¼); thence 628.5 feet South 89°32' East along the North line of the South Half of said Southwest Quarter (S ½ SW¼) to a point; thence 765.14 feet South, 00°00' East parallel to the West line of said Southwest Quarter (SW ¼) to a point; thence 150.0 feet South 90°00' East to a point; thence 552.70 feet South 00°00' East parallel to the West line of the said Southwest Quarter (SW¼) to a point on the South line of said Southwest Quarter (SW¼); thence 778.5 feet, North 89°26' West along the South line of said Southwest Quarter (SW ¼) to the point of beginning.

Parcel 3:

A tract of land commencing at the Northwest corner of the Northwest Quarter (NW¼) of Section Fourteen (14), Township Seventeen (17) North, Range One (1) West of the 6th P.M., in Platte County, Nebraska; thence 778.5 feet East along the North line of the said Northwest Quarter (NW ¼) to a point; thence 707.4 feet South at a deflection angle of 90 ° right to a point on the North right-of-way line of U.S. Highway #81; thence 1,002.5 feet Northwesterly along said right-of-way line to a point on the West line of the said Northwest Quarter (NW¼); thence 73.9 feet North along the West line of the said Northwest Quarter (NW ¼) to the point of beginning, all in the said Northwest Quarter (NW ¼). EXCEPT that part deeded to The State of Nebraska as set out in Warranty Deed dated June 22, 1961 and recorded July 11, 1961 in Book 120, Page 569; AND FURTHER EXCEPTING that part set out in the Return of Appraisers dated September 27, 1995 and recorded May 5, 1997 in Book 91, Page 113.

Parcel 4:

All that part of the Northwest Quarter (NW¼) of Section Fourteen (14), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, lying North and East of the present U.S. Highway #81, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW¼) of Section Fourteen (14), thence West 2,681.3 feet along the North line of said Northwest Quarter (NW¼) of Section Fourteen (14), to the Northwest corner of said Northwest Quarter (NW ¼) of Section Fourteen (14), thence South 73.9 feet along the West line of said Northwest Quarter (NW ¼) of Section Fourteen (14), to a point on the North right-of-way line of State Highway #81, thence Southeast along the North right-of-way line of State Highway #81 to a point on the East line of said Northwest Quarter (NW¼) of Section Fourteen (14), said point lying 379.6 feet North of the Southeast corner of the Northwest Quarter (NW¼) of Section Fourteen (14), thence North 2,270.3 feet along the East line of said Northwest Quarter (NW¼) of Section Fourteen (14), to the point of beginning; EXCEPT a tract of land commencing at the Northwest corner of the Northwest Quarter (NW ¼)

of Section Fourteen (14), Township Seventeen (17) North, Range One (1) West of the 6th P.M., in Platte County, Nebraska; thence 778.5 feet East along the North line of the said Northwest Quarter (NW¼) to a point; thence 707.4 feet South at a deflection angle of 90 ° right to a point on the North right-of-way line of U.S. Highway #81; thence 1,002.5 feet Northwesterly along said right-of-way line to a point on the West line of the said Northwest Quarter (NW¼); thence 73.9 feet North along the West line of the said Northwest Quarter (NW ¼) to the point of beginning, all in the said Northwest Quarter (NW¼). EXCEPT that part deeded to The State of Nebraska as set out in Warranty Deed dated June 22, 1961 and recorded July 11, 1961 in Book 120, Page 569; AND FURTHER EXCEPTING that part set out in the Return of Appraisers dated September 27, 1995 and recorded May 5, 1997 in Book 91, Page 113.

EXHIBIT A-2

LEGAL DESCRIPTION OR DEPICTION OF LEASED GROUND

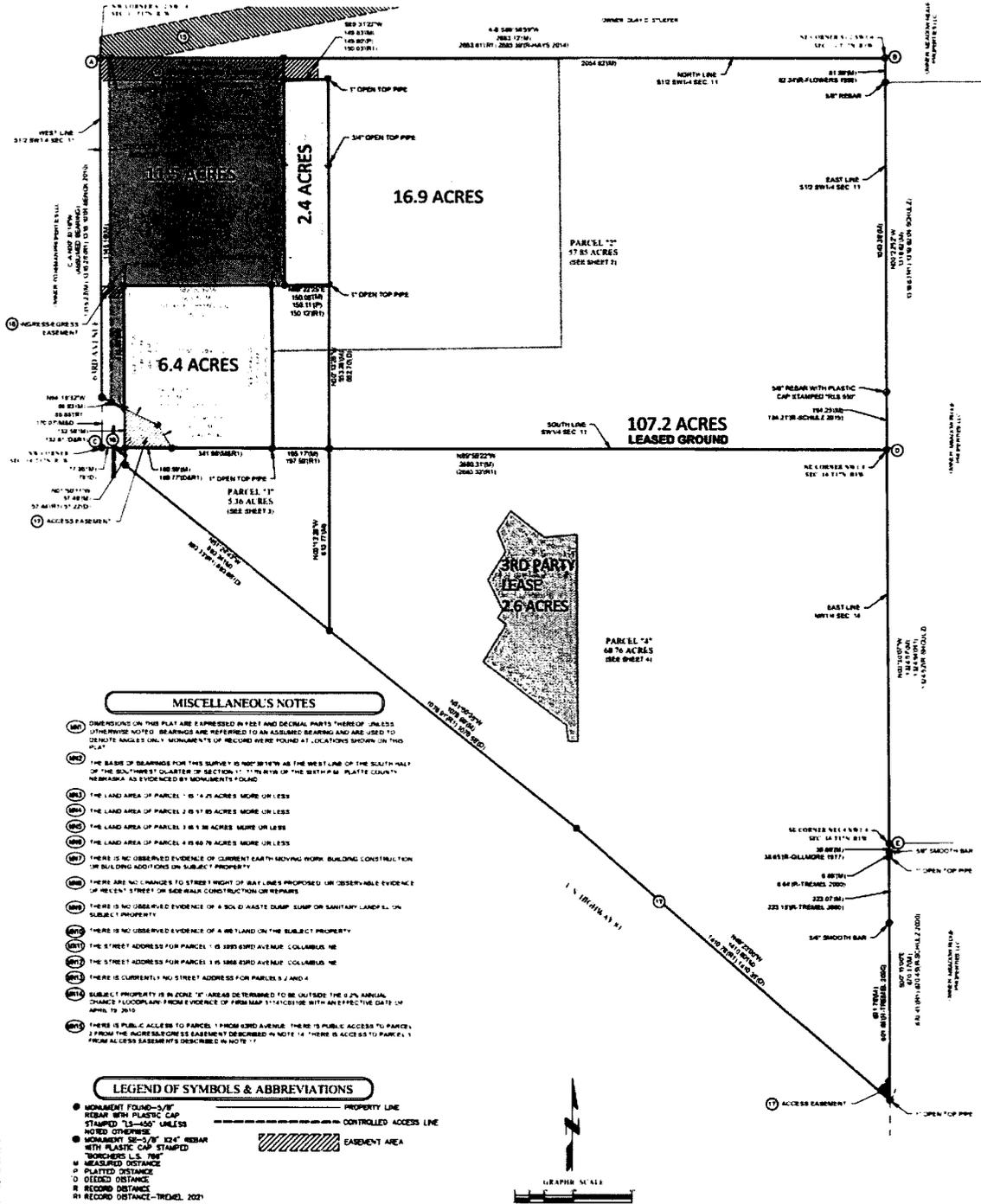


EXHIBIT B

FORM OF MEMORANDUM OF LEASE

When recorded, return to:
Harrah's Nebraska LLC
100 West Liberty Street., 12th Floor
Reno, NV 89501
Attn: Ed Quatmann, EVP & CLO

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made this ___ day of November, 2021 (the "Effective Date") by and between CONVERGENCE, LLC, a Nebraska limited liability company ("Landlord"), and HARRAH'S NEBRASKA LLC, a Delaware limited liability company ("Tenant"), to give notice of the below-described lease.

1. **Lease.** On or about the Effective Date, Landlord and Tenant entered into that certain Ground Lease Agreement (the "Lease") whereby Landlord, as owner of the real property located in Platte County, Nebraska, described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"), leased to Tenant a portion of the Property as depicted on Exhibit B attached hereto and by this reference incorporated herein (the "Leased Ground"). Capitalized terms used in this Memorandum but not defined herein shall have the meanings ascribed to such terms in the Lease.

2. **Lease Term.** The Lease shall be effective on the Effective Date. The Base Term of the Lease will commence on the date that Tenant accepts possession of the Leased Ground in accordance with the provisions of the Lease and is scheduled to end on the date which is twenty-five (25) years after the Rent Commencement Date, as determined under the Lease. Tenant may renew and extend the Term of the Lease for two additional consecutive Renewal Terms of ten (10) years each, subject to the terms of the Lease.

3. **Restrictions.** Except as set forth in the Lease, Tenant may not assign or sublet its interest in the Lease without Landlord's consent.

4. **Right of First Offer.** The Lease also provides to Tenant, among other rights, a right of first offer to purchase the Leased Ground in certain circumstances, including, without limitation, if Landlord desires to sell the Leased Ground.

5. **Prohibited and Competing Uses.** The Lease also prohibits Landlord and its affiliates from using or permitting the portion of the Property exclusive of the Leased Ground to be used for any Prohibited Uses or Competing Uses.

6. **Other Terms and Provisions.** The Lease contains other terms and provisions which are not set forth herein but which are acknowledged by Landlord and Tenant, and reference is here made to the Lease for a complete statement thereof.

7. **Memorandum.** This Memorandum is executed for the purpose of being recorded in the office of the recorder where the Leased Ground is located to give notice of the existence of the Lease and the renewal options, right of first offer and other rights and obligations contained therein. In no event will this Memorandum be deemed to modify any of the terms and conditions of the Lease. In the event of any conflict between the terms, conditions and provisions of the Lease and this Memorandum, the terms, conditions and provisions of the Lease shall control. This Memorandum shall automatically terminate and be of no further force and effect on the date the Lease terminates.

8. **Binding Effect.** The Lease and this Memorandum shall bind and benefit the parties and their permitted successors and assigns.

9. **Counterparts.** This Memorandum may be executed in counterparts.

10. **Addresses of the Parties.** The respective addresses of the parties are as follows:

Landlord: Convergence, LLC
27901 Woodside Drive
Columbus, Nebraska 68601
Attn: Tom Jackson

With a copy to:

Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attention: Christopher M. Bikus

Tenant: Harrah's Nebraska LLC
One Caesars Palace Drive
Las Vegas, NV 89109
Attn: Robert Livingston,
SVP of Tribal Development & General Manager

With a copy to:

Harrah's Nebraska LLC
100 West Liberty Street., 12th Floor
Reno, NV 89501
Attn: Ed Quatmann,
Executive Vice President & Chief Legal Officer

[Signature pages follow.]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum on the date set forth below to be effective as of the Effective Date.

LANDLORD:

Convergence, LLC,
a Nebraska limited liability company

By: _____

Name: _____

Title: _____

TENANT:

Harrah's Nebraska LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that on the ___ day of _____, 2021, the foregoing instrument was acknowledged before me by _____, _____ of Convergence, LLC, a Nebraska limited liability company, on behalf of such company.

Given under my hand and notarial seal this ___ day of _____, 2021.

[SEAL]

Notary Public

(Type or Print Name)

My commission expires: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2021 by
_____ as _____ of Harrah's Nebraska LLC.

Signature of Notarial Officer

(Seal, if any)

**EXHIBIT A TO
MEMORANDUM OF LEASE**

LEGAL DESCRIPTION OF PROPERTY

Parcel 1:

A tract of land commencing at the Southwest corner of the Southwest Quarter (SW ¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska; thence 1,315.3 feet North 00°00' East along the West line of the said Southwest Quarter (SW ¼) to the Northwest corner of the South Half of the Southwest Quarter (S½ SW¼); thence 628.5 feet South 89°32' East along the North line of the South Half of said Southwest Quarter (S½ SW¼) to a point; thence 765.14 feet South, 00 °00' East parallel to the West line of said Southwest Quarter (SW ¼) to a point; thence 150.0 feet South 90 °00' East to a point; thence 552.70 feet South 00°00' East parallel to the West line of the said Southwest Quarter (SW ¼) to a point on the South line of said Southwest Quarter (SW¼); thence 778.5 feet, North 89 °26' West along the South line of said Southwest Quarter (SW¼) to the point of beginning. EXCEPT: Referring to the Southwest corner of the Southwest Quarter (SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., in Platte County, Nebraska; thence 78.0 feet South, 89 °26' East to the point of beginning; thence 545.2 feet, North 0 °00' East parallel to the West line of said Southwest Quarter (SW ¼); thence 503.0 feet South, 90°00' East; thence 550.95 feet South, 0 °00' East parallel to the West line of said Southwest Quarter (SW¼) to the South line of said Southwest Quarter (SW¼); thence 503.03 feet North, 89°26' West along the South line of said Southwest Quarter (SW ¼) to the point of beginning. AND FURTHER EXCEPTING: A tract of land located in the Southwest Quarter (SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska described as follows: Beginning at the Southwest corner of said Quarter Section; thence Northerly a distance of 170.07 feet along the Westerly line of said Quarter Section; thence Southeasterly deflecting 116 °07'58" Right, a distance of 86.88 feet to a point on Grantor's Easterly property line; thence Southerly deflecting 063 °52'02" Right; along said Grantor's Easterly property line, a distance of 132.61 feet to a point on the Southerly line of said Quarter Section; thence Westerly deflecting 090 °35'50" Right, along the Southerly line of said Quarter Section a distance of 78.00 feet to the point of beginning.

Parcel 2:

The South Half of the Southwest Quarter (S½ SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, EXCEPT the following: Commencing at a point 545 North of the Southwest corner of the Southwest Quarter (SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska; thence E 628.5 feet at a 90° angle to the West line of said Southwest Quarter (SW ¼) to a point of beginning; thence North 693 feet parallel to the West line of the said Southwest Quarter (SW ¼) to a point; thence East 150 feet perpendicular to the West line of the said Southwest Quarter (SW ¼) to a point; thence South 693 feet parallel to the West line of the said Southwest Quarter (SW ¼) to a point; thence West 150 feet to the point of beginning, all located in the Southwest Quarter (SW¼) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, also

including right of ingress and egress over a roadway described as follows: Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at a point 1,238 feet North of the Southwest corner of said Southwest Quarter (SW $\frac{1}{4}$); thence East 745.5 feet, thence North 82.0 feet, thence West 745.5 feet, thence South 82 feet, to the place of beginning, A/K/A Terry Subdivision, a Minor Subdivision located in the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$), Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska. AND FURTHER EXCEPTING: Commencing at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Eleven (11), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska; thence 1,315.3 feet North 00°00' East along the West line of the said Southwest Quarter (SW $\frac{1}{4}$) to the Northwest corner of the South Half of said Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$); thence 628.5 feet South 89°32' East along the North line of the South Half of said Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) to a point; thence 765.14 feet South, 00°00' East parallel to the West line of said Southwest Quarter (SW $\frac{1}{4}$) to a point; thence 150.0 feet South 90°00' East to a point; thence 552.70 feet South 00°00' East parallel to the West line of the said Southwest Quarter (SW $\frac{1}{4}$) to a point on the South line of said Southwest Quarter (SW $\frac{1}{4}$); thence 778.5 feet, North 89°26' West along the South line of said Southwest Quarter (SW $\frac{1}{4}$) to the point of beginning.

Parcel 3:

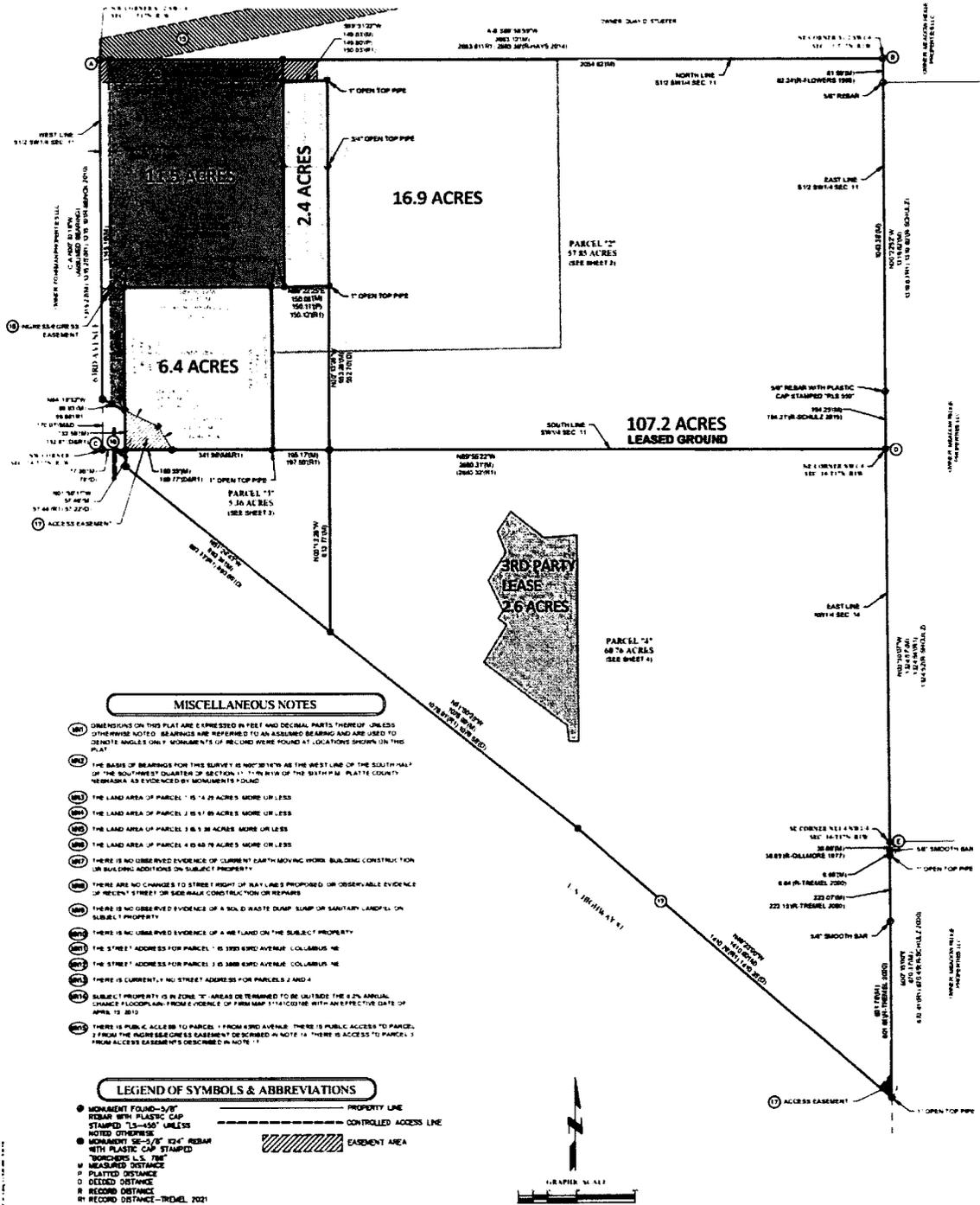
A tract of land commencing at the Northwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), Township Seventeen (17) North, Range One (1) West of the 6th P.M., in Platte County, Nebraska; thence 778.5 feet East along the North line of the said Northwest Quarter (NW $\frac{1}{4}$) to a point; thence 707.4 feet South at a deflection angle of 90° right to a point on the North right-of-way line of U.S. Highway #81; thence 1,002.5 feet Northwesterly along said right-of-way line to a point on the West line of the said Northwest Quarter (NW $\frac{1}{4}$); thence 73.9 feet North along the West line of the said Northwest Quarter (NW $\frac{1}{4}$) to the point of beginning, all in the said Northwest Quarter (NW $\frac{1}{4}$). EXCEPT that part deeded to The State of Nebraska as set out in Warranty Deed dated June 22, 1961 and recorded July 11, 1961 in Book 120, Page 569; AND FURTHER EXCEPTING that part set out in the Return of Appraisers dated September 27, 1995 and recorded May 5, 1997 in Book 91, Page 113.

Parcel 4:

All that part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, lying North and East of the present U.S. Highway #81, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), thence West 2,681.3 feet along the North line of said Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), to the Northwest corner of said Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), thence South 73.9 feet along the West line of said Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), to a point on the North right-of-way line of State Highway #81, thence Southeast along the North right-of-way line of State Highway #81 to a point on the East line of said Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), said point lying 379.6 feet North of the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), thence North 2,270.3 feet along the East line of said Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), to the point of beginning;

EXCEPT a tract of land commencing at the Northwest corner of the Northwest Quarter (NW ¼) of Section Fourteen (14), Township Seventeen (17) North, Range One (1) West of the 6th P.M., in Platte County, Nebraska; thence 778.5 feet East along the North line of the said Northwest Quarter (NW¼) to a point; thence 707.4 feet South at a deflection angle of 90 ° right to a point on the North right-of-way line of U.S. Highway #81; thence 1,002.5 feet Northwesterly along said right-of-way line to a point on the West line of the said Northwest Quarter (NW¼); thence 73.9 feet North along the West line of the said Northwest Quarter (NW ¼) to the point of beginning, all in the said Northwest Quarter (NW¼). EXCEPT that part deeded to The State of Nebraska as set out in Warranty Deed dated June 22, 1961 and recorded July 11, 1961 in Book 120, Page 569; AND FURTHER EXCEPTING that part set out in the Return of Appraisers dated September 27, 1995 and recorded May 5, 1997 in Book 91, Page 113.

EXHIBIT B TO MEMORANDUM OF LEASE DEPICTION OF LEASED PROPERTY





Business Statement

Harrah's Nebraska, LLC will operate as a full-service casino located in Columbus, Nebraska. The market will pull patrons primarily from a 100-mile radius around the property location. The casino will operate in conjunction with the only one-mile long horse racing track in Nebraska to help draw visitors from the surrounding geographic areas. The casino itself will consist of approximately 400 slot machines, up to twelve table games as well as a sportsbook and betting simulcasting machines.

The food and drink outlet will be located within the casino on the property but will additionally have a quick service window that goes to the promenade region outside of the casino building and which surrounds the horse racing track on the property. There will be grandstand seating looking out over the horse racing track additional to the promenade space with the overall capacity of the area being roughly 2,500 patrons. The food outlet will serve full service meals as well as consist of a bar space. It is anticipated that much of the revenue for this outlet will be derived from alcohol sales.

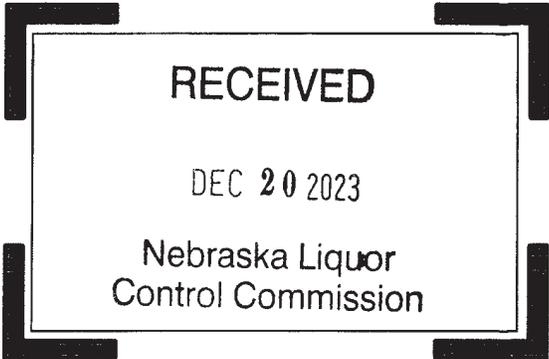
7.A.1. Application of Harrah's Columbus, NE Racing and Casino for Don Ostert as manager in conjunction with liquor license.

**MANAGER APPLICATION
FORM 103**

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

License
Class: _____

License Number: _____



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**
 - Spouse who **will not** participate in the business
 - Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: Harrah's Columbus NE Racing and Caino

PREMISES INFORMATION

Premises Trade Name/DBA: Harrah's Columbus NE Racing and Casino

Premises Street Address: 5944 Howard Blvd

City: Columbus County: Platte Zip Code: 68601

Premises Phone Number: 563-217-0619

Premises Email address: dostert@caesars.com

A handwritten signature in black ink, appearing to read "Dan Ostert".

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

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

A large, empty rectangular box with a thin black border, intended for the signature of the corporate officer or managing member.

MANAGER INFORMATION

Last Name: Ostert First Name: Donald MI: R

Home Address: 1502 95th Street

City: Columbus County: Platte Zip Code: 68601-8269

Home Phone Number: 563-217-0619



Email address: dostert@caesars.com

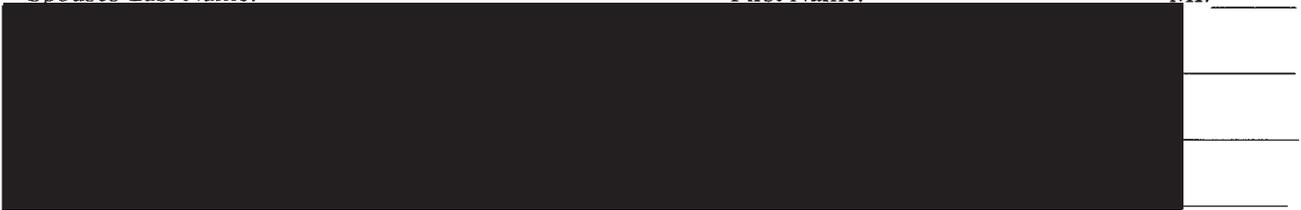
Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: Ostert First Name: Brandi MI: J

X-spouse



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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Columbus, NE	2023	Present	Columbus, NE	2023	Present
Blair, NE	2022	2023	Blair, NE	2022	2023
McGregor, IA	2013	2022	McGregor, IA	2013	2022

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2021	2023	Caesar's Entertainment	Todd Connelly	660-537-1112
2013	2021	Casino Queen	Terry Downey	702-600-1600

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Donald Ostert	8-2022	Cass Lake, MN	Failure to Display License on Boat	Paid \$110.00 Fine
Donald Ostert	12-1992	Clinton , IA	Public Intox	Paid \$150.00 Fine
Donald Ostert	4-1990	Davenport, IA	DUI	Deferred Judgement

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

YES NO

IF YES, list the name of the premise(s): Harrah's Nebraska, LLC; 822 15th Street, Suite 300, Columbus, NE, 68601; #125800

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

YES NO

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Donald Ostert	12/2021	ServSafe Training and Certificate Program

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Don Ostert/SVP General Manger	11/2022-Present	Harrah's Columbus NE Casino and Racetrack, Columbus, Ne
Don Ostert/VP of Operations	12/2021-11/2022	Horseshoe/Harrah's Council Bluffs Casino, Council Bluffs, IA
Don Ostert/General Manager	3/2013-12/2021	Casino Queen Marquette, Marquette, IA
Don Ostert/Sr. Dir. of Casino Operations	1/2007-3/2013	Isle Casino Hotel Waterloo, Waterloo, IA

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

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

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

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

Must be signed by applicant and spouse.



Signature of **APPLICANT**

Donald Ostert

Printed Name of **APPLICANT**



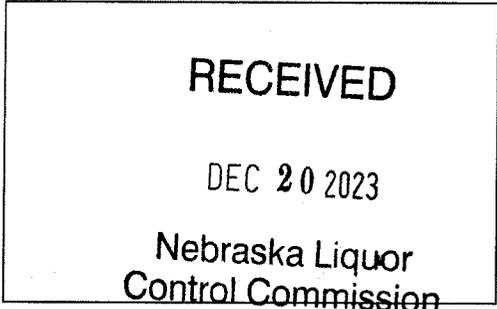
Signature of **SPOUSE**

Brandi Ostert

Printed Name of **SPOUSE**

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

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



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

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

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

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

Trade Name Harrah's Columbus NE Racing and Casino

Name of Person Being Fingerprinted: Donald Ostert

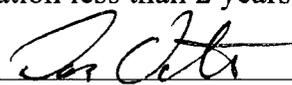
Date fingerprints were taken: 05/11/2023

Location where fingerprints were taken: Norfolk NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # NA

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


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



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

Donald Raymond Ostert

Political Party
Nonpartisan

Precinct
Bismark

Election Details

11/08/2022 2022 General Election ▼

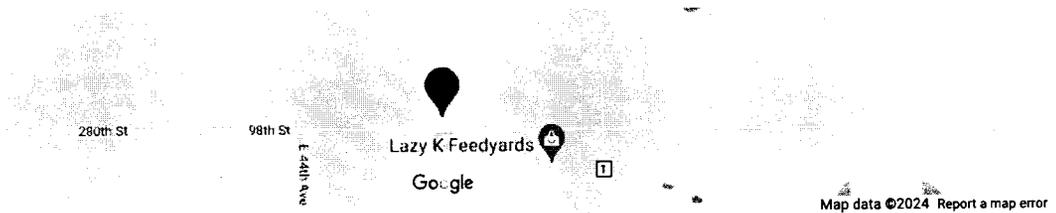
We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot was accepted and counted.

Polling Location

St. John's Shell Creek Lutheran Church

📍 10785 280th St. Columbus, NE 68601
Using Narthex Area

[View larger map](#)



Early Voting Sites

Platte County Election Commissioner's Office

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

Ballot Styles

18.01

Districts

[Show](#) ▼

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Print out this certificate using the format for your state. Please visit the ServSafe website for more information on the ServSafe Alcohol Certificate program and the ServSafe Alcohol Certificate Card. For more information, visit www.servsafe.com.

The ServSafe Alcohol Certificate program is designed to help you understand the responsibilities of serving alcohol responsibly. The ServSafe Alcohol program and the ServSafe Alcohol Certificate Card are designed to help you understand the responsibilities of serving alcohol responsibly. To learn more about our full suite of responsible alcohol service training and tools, contact your State Registrar. Additionally, you can find more information on ServSafe.com. We hope your education on responsible alcohol service and alcohol service training is a great first step in your journey to becoming a responsible alcohol server and alcohol service professional.

Signature:



Sherman Brown

Executive Vice President, Director of Marketing, Association Solutions



ID # 21151153
CARD # 21494944

ServSafe Alcohol® CERTIFICATE



DON OSTERT

NAME

12/30/2021

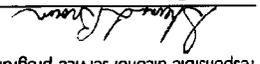
DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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Executive Vice President, National Restaurant Association Solutions

Sherman Brown



This certificate confirms completion of the ServSafe Alcohol responsible alcohol service program.

Print out this certificate using the format for your state.

Visit www.servsafe.com for more information on the ServSafe Alcohol Certificate Card and the ServSafe Alcohol Certificate program.

For more information on the ServSafe Alcohol Certificate program and the ServSafe Alcohol Certificate Card, visit www.servsafe.com.

ServiceCenter@restaurant.org
800.765.2122, ext. 6703.



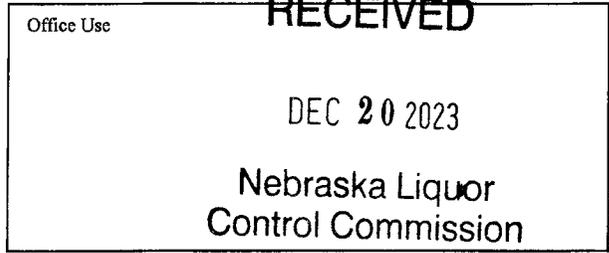
233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1 SOU SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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



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

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

Signature of **NON-PARTICIPATING SPOUSE**

Donald Ostert

Print Name

Signature of **APPLICANT**

Brandi Ostert

Print Name

State of Nebraska, County of Platte

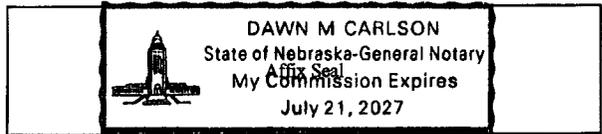
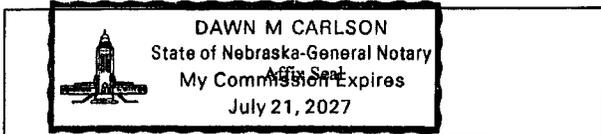
State of Nebraska, County of Platte

The foregoing instrument was acknowledged before me
this Oct October 19th, 2023 (date)

The foregoing instrument was acknowledged before me
this October 19th, 2023 (date)

by Donald Ostert
Name of person acknowledged
(Individual signing document)

by Brandi Ostert
Name of person acknowledged
(Individual signing document)

Notary Public Signature
Notary Public Signature

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

7.B. Public hearing - Workforce Housing Tax Increment Financing Incentive Plan.

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

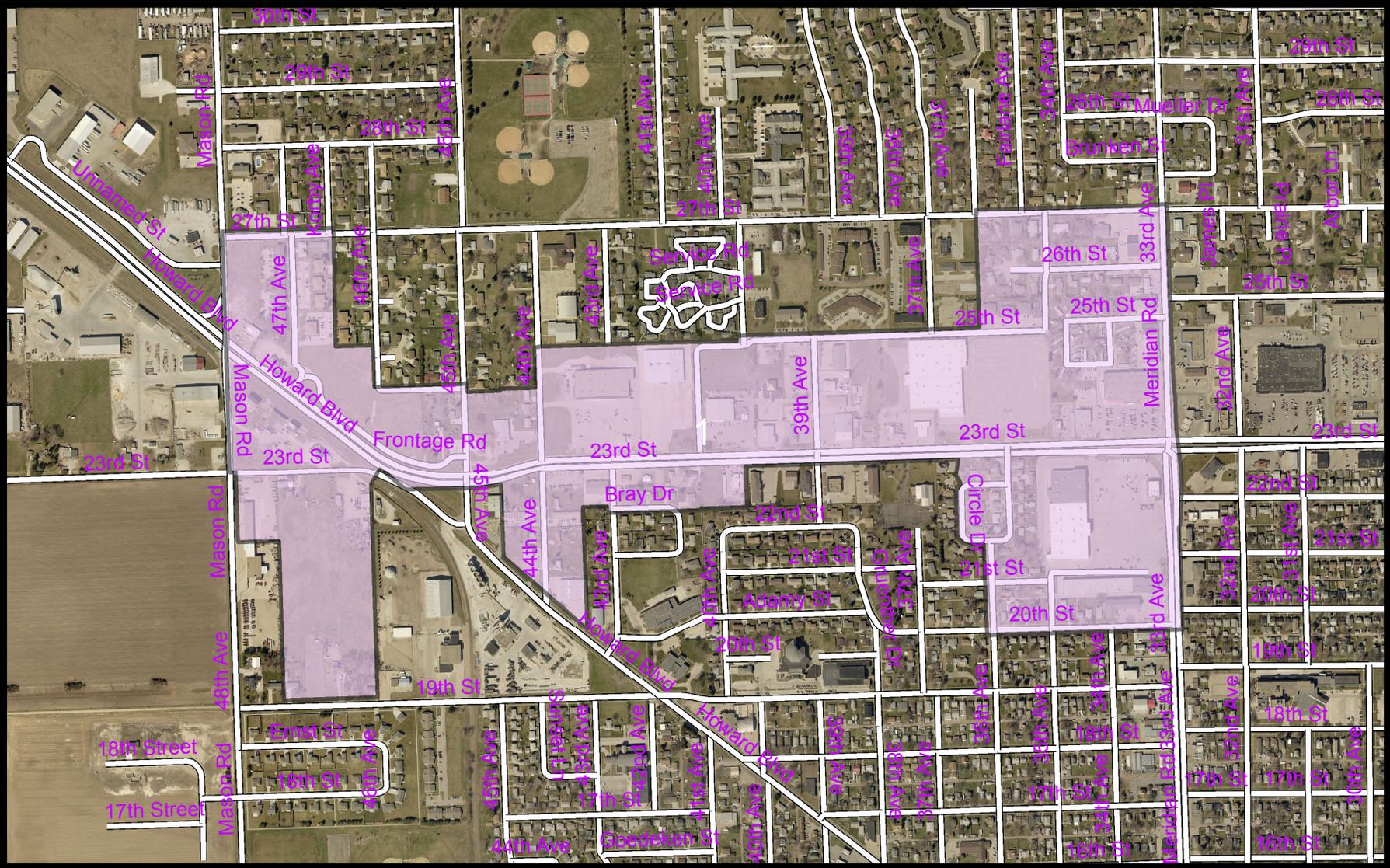
You are hereby notified that a public hearing before the mayor and council of the City of Columbus, NE, will be held on February 5, 2024, at 6 P.M., in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, to consider and possibly take action on a "Workforce Housing Tax Increment Financing Incentive Plan" pursuant to the NE Community Development Law, NE Revised Statutes, sections 18-2101, et seq. If adopted, the plan would authorize the use and administration of heightened tax increment financing incentives for redevelopment projects meeting the criteria of "workforce housing" under the NE Community Development Law. Pursuant to the plan, such incentives would be available in all areas which have been designated as blighted and substandard community redevelopment areas. A map of all such currently existing areas is available for review at City Hall, 2500 14 St, Columbus, NE, in the office of the city clerk. At said time and place, all interested parties may appear and be heard.

City of Columbus, NE
Janelle Kline, City Clerk

Publish: 01:19:24; 01:26:24
Two Affidavits of Publication

COLUMBUS NE

Area #1

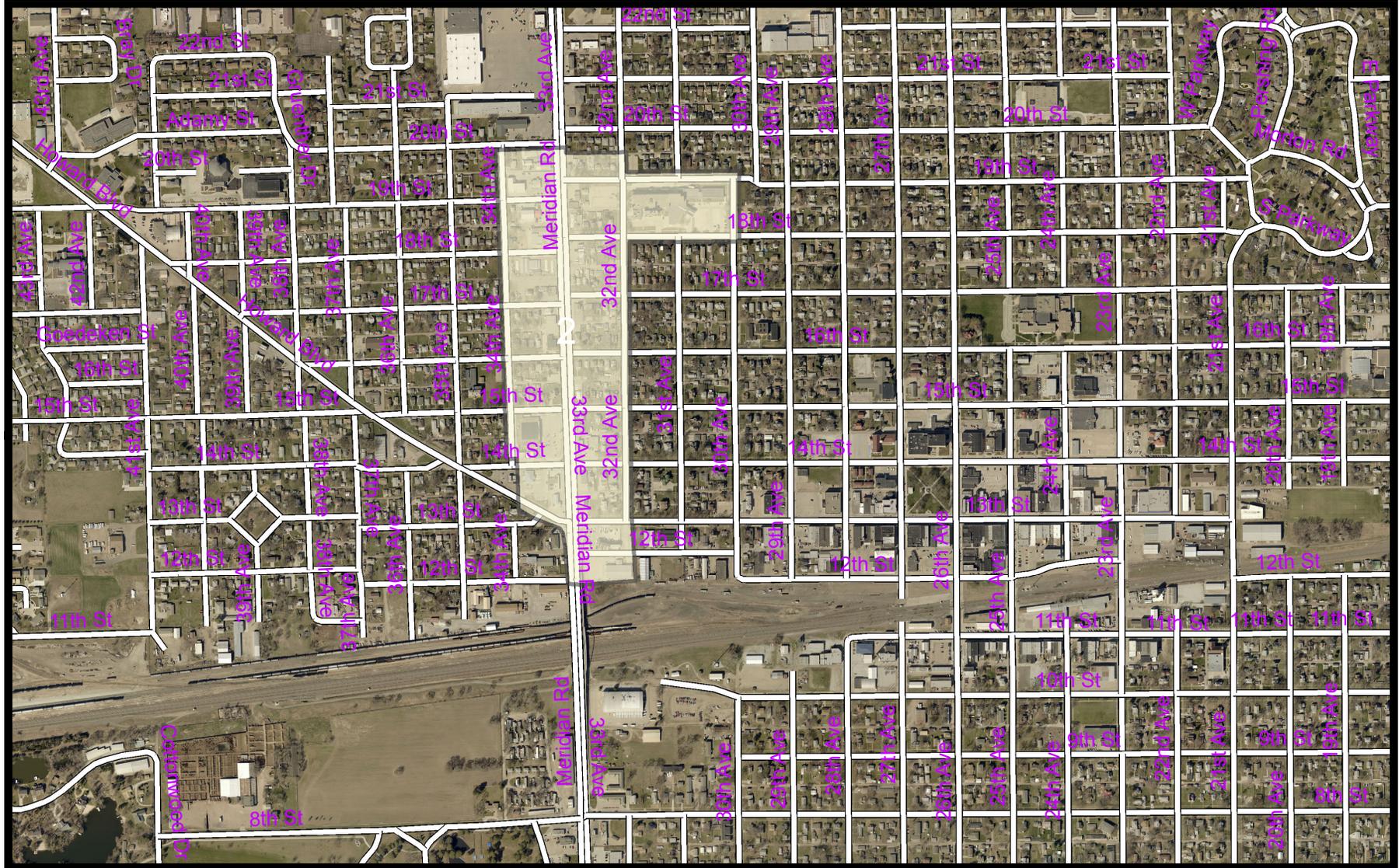


Legend

 Area_1

COLUMBUS NE

Area #2

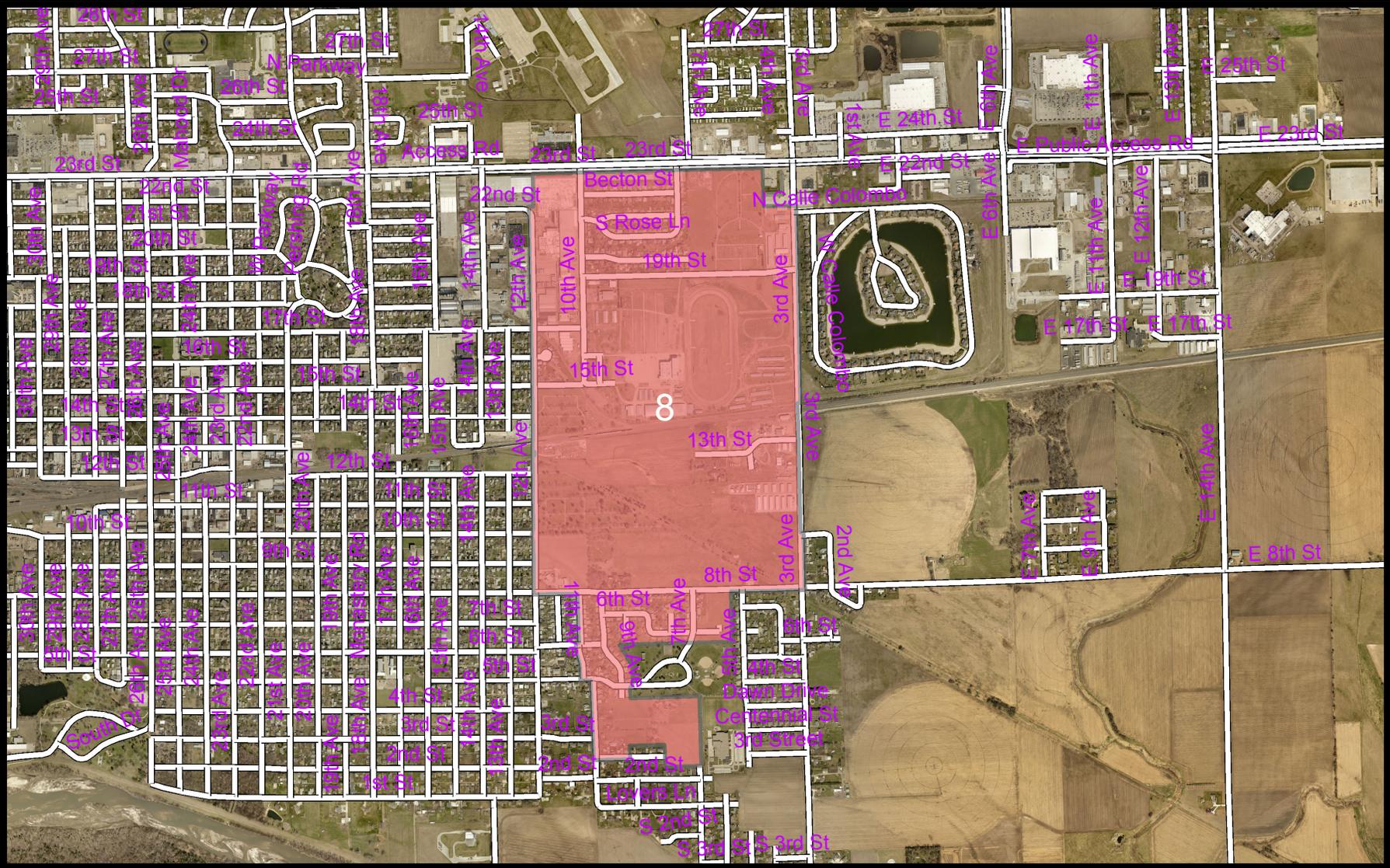


Legend

 Area_2

COLUMBUS NE

Area #8

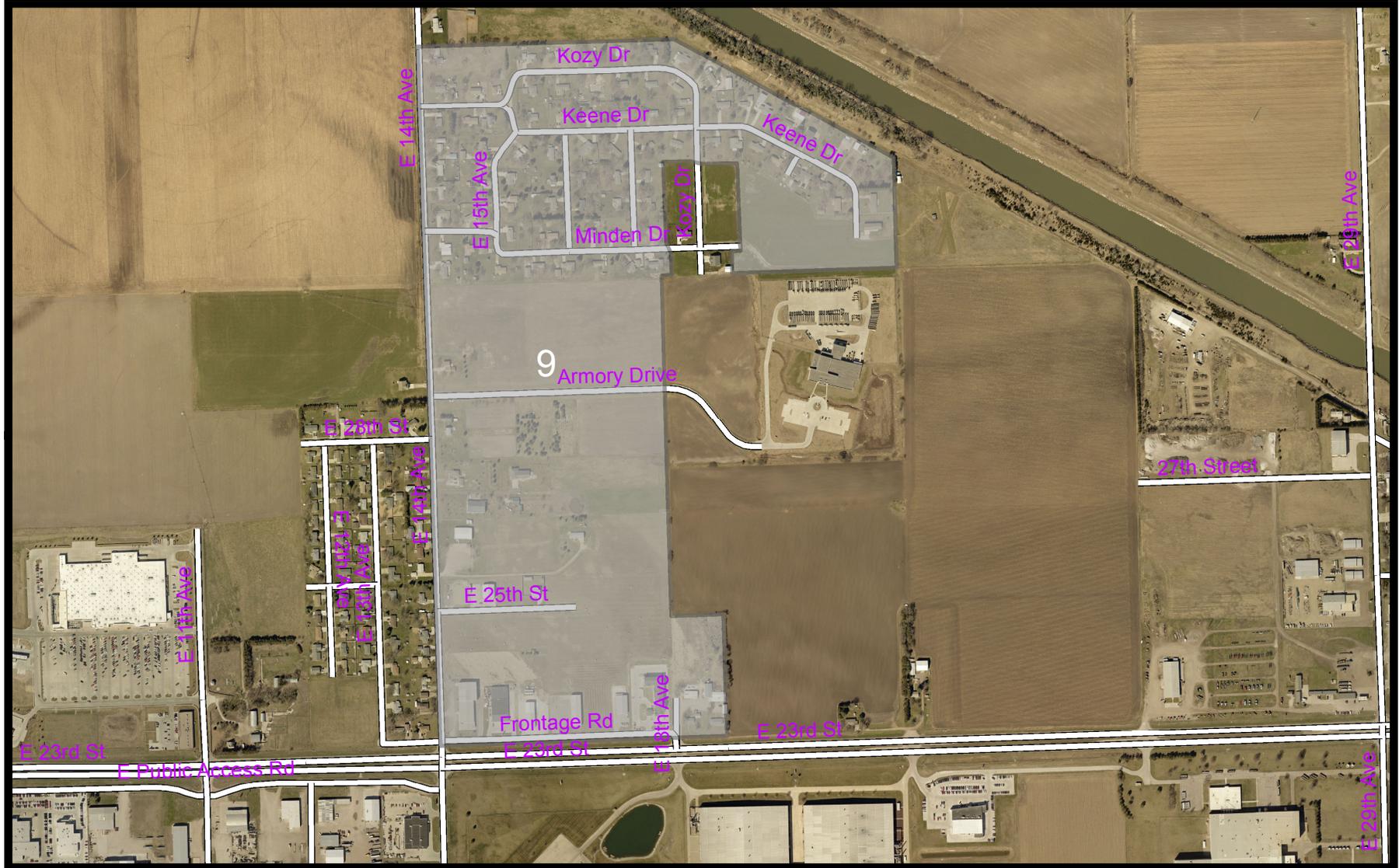


Legend

 Area_8

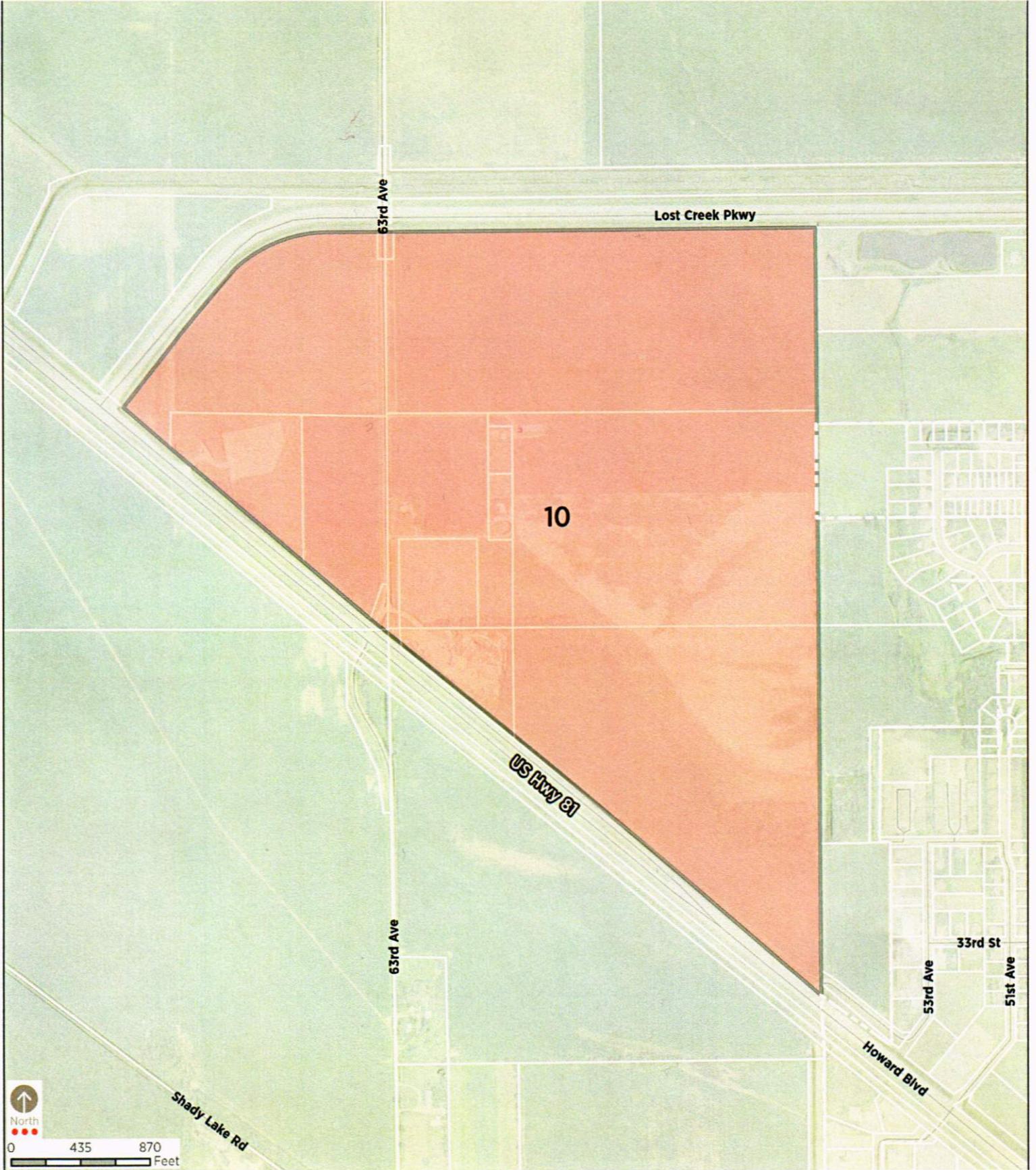
COLUMBUS NE

Area #9



Legend

 Area_9



63rd Ave

Lost Creek Pkwy

10

US Hwy 81

63rd Ave

Shady Lake Rd

Howard Blvd

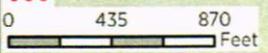
53rd Ave

33rd St

51st Ave



North



7.B.1. Resolution No. R24-10 approving Workforce Housing Tax Increment Financing Incentive Plan.

DRAFT

RESOLUTION NO. R24-10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING AND APPROVING A "WORKFORCE HOUSING TAX INCREMENT FINANCING INCENTIVE PLAN" PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT LAW, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN.

WHEREAS, pursuant to the Nebraska Community Development Law, Nebraska Revised Statutes Sections 18-2101 et seq. (the "Act"), the mayor and council of the City of Columbus, Nebraska (the "City"), designated portions of the city as blighted, substandard and in need of redevelopment under the Act (each, a "Community Redevelopment Area, and collectively, the "Community Redevelopment Areas"); and

WHEREAS, redevelopment of the Community Redevelopment Areas will result in the elimination and prevention of blight and substandard conditions and aligns with the purposes of the Act and the City's comprehensive plan for land use and development; and

WHEREAS, the City has, within the prior five years of this resolution, received a housing study detailing the current condition and future needs of the city in relation to housing; and

WHEREAS, the housing study identifies a need for additional workforce housing; and

WHEREAS, pursuant to the Act, the City may authorize the administration of certain heightened tax increment financing incentives to promote and facilitate the construction of workforce housing ("Workforce Housing TIF"); and

WHEREAS, prior to such authorization, the City must adopt an "incentive plan" pursuant to Section 18-2142.05 of the Act; and

WHEREAS, in accordance with the foregoing, attached hereto as Exhibit "A" is a proposed incentive plan entitled "Workforce Housing Tax Increment Financing Incentive Plan" (the "Incentive Plan"), authorizing the use and administration of Workforce Housing TIF for eligible redevelopment projects located within a Community Redevelopment Area, and setting forth the criteria and guidelines related thereto; and

WHEREAS, on February 5, 2024, the mayor and city council held a duly noticed public hearing on the Incentive Plan in conformance with the Act; and

WHEREAS, after public hearing and review of the Incentive Plan, the mayor and city council determined that the Incentive Plan complies with the requirements of the Act and will result in the elimination and prevention of blight.

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

Section 1. The Incentive Plan attached as Exhibit "A" hereto complies with, and furthers the objectives of, the Act, and addresses the needs of the City related to the construction of workforce housing for both existing and new workers.

Section 2. The City has received a housing study within the prior five years from the date hereof.

Section 3. Based on the substantial evidence in the record of this proceeding, the Mayor and City Council find as follows:

(a) The Incentive Plan is necessary to prevent the spread of blighted and substandard conditions within the City;

(b) The Incentive Plan will promote additional safe and suitable housing for individuals and families employed in the City; and

(c) The Incentive Plan and/or the use of Workforce Housing TIF will not result in the unjust enrichment of any individual or company.

Section 4. Based on the foregoing and substantial evidence in the record of this proceeding, the mayor and city council hereby approve and adopt the Incentive Plan, a copy of which is attached hereto and incorporated herein by this reference and therefore, the City and/or Community Development Agency of the City may administer and approve the use of Workforce Housing TIF for eligible redevelopment projects, in accordance with the terms of the Incentive Plan and the Act.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY



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

memorandum

DATE: January 31, 2024
TO: Tara Vasicek, City Administrator
FROM: Jean Van Iperen, Planning & Economic Development Coordinator
RE: Workforce Housing Tax Increment Financing Incentive Plan

RECOMMENDATION:

Approval of the Workforce Housing Tax Increment Financing Incentive Plan

DISCUSSION:

With workforce housing being a critical need for the community, a Workforce Housing Tax Increment Financing Incentive Plan is being proposed. The plan is allowed under the Nebraska Community Development Law, Nebraska Revised Statutes, sections 18-2101, et. Seq. If adopted the plan would authorize the use and administration of heightened tax increment financing incentives for redevelopment projects meeting the criteria of "workforce housing" under the Nebraska Community Development Law.

The incentives would be available in all areas which have been designated as blighted and substandard community redevelopment areas. There are currently 12 such designated areas in the City of Columbus.

This plan allows discretion for the city on a project-by-project basis and allows the City to prioritize certain types of workforce housing projects and/or specific areas based upon the evolving needs of the community. Any redevelopment project that is eligible for TIF under the Nebraska Community Development Act and meets one of the following criteria will be eligible. The criteria include: (1) Housing that meets the needs of today's working families. (2) Is attractive to new residents considering relocation to the community. (3) Does not cost more than \$300,000 for construction of an owner-occupied housing unit or \$235,000 for construction of rental housing units. These amounts will be updated annual as determined by the Department of Economic Development. (4) Rehabilitation of existing housing stock if the cost exceeds fifty percent of a unit's assessed value. (5) Rehab or new construction of upper-story housing.

This is just one more tool the City can add to its tool kit to grow our housing stock.

ALTERNATIVE:

Do not approve.

Signature:

By: 

Approved By: 

EXHIBIT "A"
Incentive Plan

(See attached)

**WORKFORCE HOUSING TAX INCREMENT FINANCING INCENTIVE PLAN
FOR THE CITY OF COLUMBUS, NEBRASKA
PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT LAW**

I. Introduction

Pursuant to Section 18-2103 of the Nebraska Community Development Law, Sections 18-2101 et seq., of the Nebraska Revised Statutes (the “Act”), tax increment financing (TIF) may be applied towards the costs to carry out the construction of “Workforce Housing”.

Pursuant to Section 18-2142.05 of the Act, prior to utilizing TIF for Workforce Housing, Columbus, Nebraska must (1) conduct a housing study within the last sixty (60) months; (2) prepare an incentive plan for construction of housing in the municipality targeted to house existing or new workers; (3) hold a public hearing on such incentive plan; and (4) after the public hearing, find that such incentive plan is necessary to prevent the spread of blight and substandard conditions within the municipality, will promote additional safe and suitable housing for individuals and families employed in the municipality, and will not result in the unjust enrichment of any individual or company.

The City of Columbus, Nebraska (the “City”), has received a housing study within the prior 60 months,¹ which is incorporated herein by this reference (the “Housing Study”). This Workforce Housing Tax Increment Financing Incentive Plan (this “Plan”) has been prepared pursuant to the Act in accordance with the foregoing requirements. Accordingly, upon the adoption of this Plan following a duly-noticed public hearing, the City shall be authorized to utilize TIF for the purpose of Workforce Housing in the manner prescribed herein and under the Act. This Plan may be modified or amended by the City, from time to time, in accordance with the Act. To the extent any portion of this Plan conflicts with the Act, the Act shall control with respect to such conflicting portion(s).

II. Workforce Housing

For purposes of the Act and this Plan, “Workforce Housing” means:

- (a) Housing that meets the needs of today's working families;
- (b) Housing that is attractive to new residents considering relocation to a rural community;
- (c) Owner-occupied housing units that cost not more than three hundred thousand dollars (\$300,000) to construct or rental housing units that cost not more than two hundred thirty-five thousand dollars (\$235,000) per unit to construct, as updated annually by the Department of Economic Development;²

¹ Haase, A., and Rouse, S., RDG PLANNING & DESIGN, *Columbus Housing Study* (November 26, 2021).

² The above figures were last updated on December 8, 2023, via Policy Memo 23-02 of the Nebraska Department of Economic Development.

- (d) Owner-occupied and rental housing units for which the cost to substantially rehabilitate exceeds fifty percent of a unit's assessed value; and
- (e) Upper-story housing.

Any redevelopment project in the City that: (1) is eligible for TIF under the Act; and (2) satisfies one or more of the above criteria, as applicable, shall be eligible for Workforce Housing TIF. Notwithstanding the foregoing, the City shall have complete discretion with respect to the application and approval of Workforce Housing TIF to/for a redevelopment project; and therefore, a redevelopment project which meets the above criteria shall not automatically be entitled to the use of Workforce Housing TIF, as further discussed in Paragraph VI, below.

III. Conformance with Housing Study

The Housing Study identified a considerable need for additional workforce housing within the City. Specifically, the Housing Study provided the following observations and objectives:

- High-density and affordable housing should be prioritized.
- There are currently record-low numbers of homes for sale.
- The City has approximately 2,000 job openings (as of the date of the Housing Study) and is experiencing record lows in unemployment.
- Downtown residential growth is a main strategic objective for the City, as per its downtown revitalization plans.
- To support new growth and meet the needs of the City's current workforce, an additional 127 units need to be constructed each year (through 2030). This should be made up of a variety of housing options, including single-family homes, duplexes, townhomes, apartments, and other medium and higher density configurations that reduce per-unit costs.
- If the City's workforce grows as projected, and at least one-third (1/3) of the newly available jobs are taken, there would be an immediate need for over 600 new units.
- One way the City can help to achieve its housing goals is by providing funding assistance that will offset lot development costs, such as Workforce Housing TIF.

In accordance with the above observations and objectives set forth in the Housing Study, this Plan provides an economic incentive which can be used by the City to encourage the development of needed Workforce Housing. The City and/or Community Development Agency of the City (the "Agency") should take into account the findings of the Housing Study in its administration of Workforce Housing TIF.

IV. Eligible Areas

For a project to be eligible for Workforce Housing TIF, it must be located within an area that has been, or will be, zoned for residential use(s), and has been designated by the City as a blighted and substandard community redevelopment area, in accordance with the Act.

V. Necessity of Plan and Workforce Housing TIF

Pursuant to the Act, this Plan, along with the utilization of Workforce Housing TIF, must be necessary to prevent the spread of blight and substandard conditions. This criterion is met with respect to the City as its needs fall squarely within the prescriptions of Workforce Housing.

Despite housing development growth motivated by a similar 2017 housing study, housing vacancies have held steady at a relatively low rate of 4.9% (as of the date of the Housing Study); demonstrating a need and capacity for additional housing stock. It is surmised that the vacancy rate has only fallen, and the housing need only increased, since conducting the Housing Study in 2021. During the same time period, the City's population and job market has steadily grown. As a result, the current housing stock is not sufficient to support the City's current workforce, much less the anticipated growth in population and job opportunities within the City.

These shortfalls have led to a stagnant housing market – i.e., residents hanging onto what they have due to the lack of supply, which, in turn, only compounds the lack of housing supply. Additionally, a portion of the City's workforce has been, and will continue to be, relegated to living in satellite communities due to a lack of housing options within the jurisdictional limits of the City, leaving potential tax revenues, growth potential and other economic benefits on the table. Unfortunately, due to current economic conditions and other factors such as high interest rates, material costs, and labor rates, private developers are not stepping up to fill the gaps in the housing market due to the disproportionately low return on investment on development of Workforce Housing.

The implementation of Workforce TIF will address these issues by allowing developers to utilize TIF for the cost to construct the private improvements – thereby offsetting the high costs of construction and allowing the units to be sold at a price point that meets the criteria of Workforce Housing. Accordingly, this Plan will promote additional safe and suitable housing for individuals and families employed in the City. Without such additional housing in the City, it will be unable to support its current trajectory of economic and population growth. This will likely lead to the spread and/or increase in blighted and substandard conditions throughout the City and a less economically viable and stable community as a whole. Workforce TIF is a necessary tool to assist in preventing these undesirable outcomes.

VI. Additional Criteria; Priority

Pursuant to the Act, no redevelopment project shall receive Workforce Housing TIF if it will result in the unjust enrichment of any individual or company. To ensure the same, the City and/or Agency shall take the necessary measures, in their reasonable discretion, to confirm that Workforce Housing TIF (as opposed to ordinary TIF) is needed to carry out the proposed project,

and the estimated return on investment for the proposed project (with Workforce Housing TIF) is not materially greater than what would ordinarily be considered adequate by prudent investors and/or developers.

Irrespective of the finding that a potential project meets the criteria for Workforce Housing TIF eligibility, the City Council shall have broad discretion in relation to the application, approval and administration of the same; based upon the demonstrated and perceived needs of the City in relation to a particular type of Workforce Housing and/or a specific (geographical) area of need within the City. For example, the City Council may, in its discretion, prioritize high-density residential projects (over single-family residential) in approving (or rejecting) Workforce Housing if such housing is of greater priority and/or need within the City at a given time, and vice versa. Moreover, if the City Council determines that Workforce Housing is most needed in a specific area of the City, it may limit or prioritize approvals of Workforce Housing TIF to such area.

In addition to the foregoing, the City and Agency may apply and/or consider the criteria set forth in the City's Economic Development Plan governing the administration of workforce housing grant funds pursuant to the Local Option Municipal Economic Development Act.

VII. Workforce Housing TIF Projects; Administration

As provided above, the City and/or Agency shall have full discretion and authority in determining whether a redevelopment project should receive Workforce Housing TIF, based upon the Act, this Plan, the Housing Study, current market and economic conditions, the evolving needs of the City, and other relevant factors. For a redevelopment project to utilize Workforce Housing TIF, the same must be explicitly authorized and implemented via a redevelopment plan approved by the City Council of the City (subsequent to the adoption of this Plan), in accordance with the procedures set forth in the Act.

All redevelopment contracts entered into between the Agency and a redeveloper providing TIF benefits for Workforce Housing will be assessed and negotiated on a case by case basis, with TIF incentives to be determined by the Agency in amounts required to accomplish the goal of incenting the development of safe and decent Workforce Housing in the City, while not resulting in the unjust enrichment of the developer, in accordance with the Act and this Plan.

In each redevelopment contract for a Workforce Housing TIF project, a developer's entitlement to Workforce Housing TIF shall be conditioned upon the project's compliance with the Workforce Housing criteria set forth under this Plan and the Act. Additionally, the Agency may set standards related to residence or apartment size, construction standards, costs, rental rates, and/or sale prices. Such standards shall be based on the Agency's discretionary assessment of what is necessary to carry out the objectives of this Plan and the Act. If some, but not all, of the improvements constructed as part of a redevelopment project meet the eligibility criteria for the use and application of Workforce Housing TIF, the City and/or Agency may, in its discretion, authorize the use of Workforce Housing TIF for the eligible portion.

[End of Document]

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES

9.A. Police Department annual report on K-9 deployment.

DATE: January 22, 2024
FROM: Charles Sherer, Chief of Police 
TO: Tara Vasicek, City Administrator
RE: Annual K-9 Deployment report

DISCUSSION: Please find the attached report from Officer Santiago Velasquez on K-9 Eros's use and deployment. In 2023, the team was certified Narcotics Detection & Patrol Apprehension team, they were also recertified in tracking and patrol and have received additional certification in evidence/article recovery.

Officer Velasquez and Eros are on call each and every day. As a result, they deployed on a total of 57 incidents. Please refer to his report for specifics. 52 calls were in-house and 5 calls were to assist outside agencies. Three calls were not responded to because of a lack of an existing MOU with the requesting jurisdiction. They responded to 48 local calls with 33 drug detection calls and 15 patrol calls.

K-9 Eros and Officer Velasquez have certainly met our expectations since their arrival at the police Department. Many of the seizures or apprehensions wouldn't have been possible without Eros. The presence of Eros and Officer Velasquez have certainly made an impact in our community and we're better for it.

FISCAL IMPACT: Officer Velasquez gets ½ hour of overtime per day to for Eros' care and kennel maintenance. He also participates in 1 day of training each week to maintain their high degree of training and readiness.

ALTERNATIVE: Don't participate in the K-9 program.

CONCURRENCE:

SIGNATURE:

Approved By:  _____

Approved By: _____



COLUMBUS POLICE DEPARTMENT

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

January 4, 2024

Chief Sherer

Captain Thalken

2023 End of Year Report

During the calendar year of 2023, Police Service Dog Eros and I recertified as a Narcotics Detection Team, Tracking, Evidence/Article recovery and Patrol Team. PDS Eros was instrumental in the seizure of **1,611.71g** of Methamphetamine, **48.66g** of Fentanyl, **210** Dosage Units of Fentanyl, and **2 guns used in crimes**.

I also obtained certifications through the State of Nebraska as a Patrol and Narcotics Evaluator.

The K9 team was called or deployed for a total of 57 incidents. Only 3 calls were not responded to due to no MOU agreement, unavailability, or the information was not passed on to the K9 unit from dispatch. Only 1 call was resolved without a deployment due to consent. During the year, at total of 5 agencies requested our assistance or utilized our K9 capabilities.

The following is a breakdown of how the team was utilized:

CPD: 48 total calls/deployments, 33 Detection and 15 patrol calls. The patrol calls can further be broken down to 7 Non-physical apprehensions and 2 Physical Apprehension.

Deployments Generated by CPD Officers:

Officer Venzor: 17

Officer Heusinkvelt: 3

Investigator Zywiec: 5

Officer Alexander: 2

Velasquez: 6

Officer Blunck: 1

Officer Wotipka: 1

Colfax County: 1 Detection, 1 Call not responded due to information not being passed on to the K9 unit.

NSP: 3 Detection

PCSO: 1 Detection, 2 Patrol/tracks

Polk: 1 Called but did not deploy due to not having an MOU signed.

 #9

Respectfully,

Sergeant Velasquez #9

2023 Rolling Log of Call Out/Deployments

Logged	Rolling Log	Date	Agency	Deployed	Detection/Patrol	Outcome
X	1	1/10/2023	CPD/40	Yes	Patrol	10-15 non-physical
X	2	14-Jan	CPD/14	Yes	Detection	A/I trace amt of Meth
X	3	1/23/2023	CPD/9	No	Patrol	Two 10-15 non-physical with K9 warnings after pursuit
X	4	1/25/2023	NSP	Yes	Detection	No A/I Search Warrant yielded THC cartridges
X	5	2/1/2023	CPD/14	Yes	Detection	Trace amt of meth and marijuana
X	6	2/3/2023	CPD/14	Yes	Detection	A/I
X	7	2/6/2023	CPD/12	Yes	Patrol	Suspect was out of the perimeter on arrival
X	8	2/17/2023	CPD/9	No	Patrol	Assist at the end of a pursuit, 1 adult 10-15
X	9	3/8/2023	CPD/9	Yes	Patrol	Physical 10-15
X	10	3/10/2023	CPD/9	No	Patrol	10-15 non-physical, potentially armed 10-29
X	11	3/10/2023	CPD/9	Yes	Detection	Trace amount of Methamphetamine-SW 11g meth
X	12	3/15/2023	CPD/14	Yes	Detection	Two marijuana roaches
X	13	3/15/2023	CPD/9	Yes	Detection	Trace amt of marijuana
X	14	4/3/2023	CPD/14	Yes	Detection	Trace amt of meth
X	15	4/5/2023	CPD/27	Yes	Detection	Meth 1.41g and Fentanyl
X	16	4/5/2023	CPD/27	Yes	Detection	A/I
X	17	4/20/2023	CPD/14	Yes	Detection	A/I
X	18	4/21/2023	CPD/40	Yes	Detection	Admission to marijuana use
X	19	4/22/2023	CPD/40	Yes	Detection	Marijuana and liquid meth
X	20	4/22/2023	CPD/9	Yes	Detection	No A/I ****No Search***
X	21	5/5/2023	CPD/9	Yes	Detection	No A/I ****No Search***
X	22	5/5/2023	CPD/9	Yes	Patrol	Male 10-15 Non-physical
X	23	5/11/2023	CPD/14	Yes	Detection	A/I
X	24	5/30/2023	CPD/9	Yes	Detection	A/I Search warrant 6.9g meth/12 Hydrocodone
X	25	6/8/2023	CPD/40	Yes	Patrol	10-15 non-physical
X	26	7/6/2023	CPD 12	No	Patrol	
X	27	7/11/2023	CPD 14	Yes	Detection	A/I residue of meth
X	28	7/16/2023	CPD/9	Yes	Detection	A/I 3.5 lbs meth, 48.66g Fentanyl, 210 Fent pills and gun
X	29	7/16/2023	CPD/9	Yes	Detection	A/I vehicle "M 30"
X	30	7/27/2023	CPD 21/9	Yes	Detection	A/I trace amt of Meth
X	31	7/27/2023	CPD Taskforce	No	Patrol	Search Warrant Service
X	32	7/29/2023	CPD 14	Yes	Detection	13.8g meth 6.2 marijuana
X	33	8/21/2023	CPD 14	Yes	Detection	Meth and Marijuana

2023 Rolling Log of Call Out/Deployments

X	34	5-Sep CPD 14	Yes	Detection	No A/I No search
X	35	9/17/2023 PCSO	No	Detection	Consent search
X	36	9/23/2023 CPD 14	Yes	Detection	A/I UA meth
X Pack Trac	37	10/1/2023 Polk CO	No	Patrol/Track	No MOU
X	38	10/5/2023 CPD/21	No	Patrol	Search Warrant Service Gun from Robbery
X	39	10/7/2023 NSP	Yes	Detection	THC and marijuana paraphernalia
X	40	10/7/2023 CPD	Yes	Patrol	10-77 wanted person on building search
X	41	10/12/2023 CPD 14/21	Yes	Detection	A/I
X	42	10/12/2023 CPD 14	Yes	Detection	Admission to MJ use earlier in the day
X	43	10/17/2023 CPD 21	No	Patrol	Search Warrant Call 10-15 and Gun from Robbery
X	44	10/24/2023 PCSO	Yes	Patrol/Track	Subject located outside of perimeter
X	45	10/26/2023 NSP	Yes	Detection	A/I
X	46	10/30/2023 Colfax Co	Yes	Detection	A/I
X	47	11/1/2023 CPD 14	Yes	Detection	Two loaded meth syringes
X	48	11/5/2023 CPD 14	Yes	Detection	No A/I No Search
X	49	11/5/2023 CPD 14	Yes	Detection	Meth and marijuana paraphernalia
X	50	11/12/2023 CPD 43	No	Detection	Unable to respond
X	51	11/14/2023 CPD 9	Yes	Detection	paraphernalia and admission
X	52	11/14/2023 CPD 9	Yes	Patrol	Warrant service 10-77
X	53	11/17/2023 CPD 12	Yes	Detection	No indication
X	54	12/12/2023 CPD 9	Yes	Detection	THC Vape
X	55	12/17/2023 Colfax Co	No	Detection	Colfax-Called-Dispatch did not pass on info
X	56	12/31/2023 CPD 9	Yes	Patrol	Physical 10-15
X	57	12/31/2023 PCSO	Yes	Patrol/Track	No track located it was a two week old track

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

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

12. **REPORTS ON LEGISLATION - None**

13. **NEW BUSINESS**

13.A.Appointment of Kiara Ziemba to Business Improvement Board for three-year term.



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

MEMORANDUM

DATE: January 22, 2024
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointments

With your permission, I wish to submit the following name to you for appointment to the Business Improvement Board at the February 5, 2024, City Council meeting, per City Council rules.

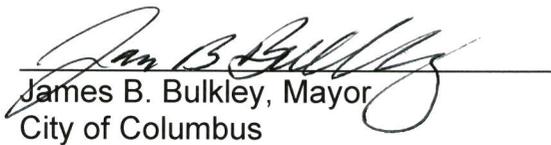
BUSINESS IMPROVEMENT BOARD

Three Year Term

**Kiara Ziemba, Owner – Transcendence Salon and MedSpa
2921 14th Street, Columbus, NE**

Kiara Ziemba is the owner of Transcendence Salon and MedSpa located in Downtown Columbus. In addition to her business, she also owns two homes within the Downtown Business Improvement District. Kiara has been attending the BID meetings & is familiar with the board's vision for the future of downtown. She has a deep & heartfelt desire to help nurture, build & grow our beautiful downtown district.

Ms. Ziemba is a farm girl at heart, and an extremely hard worker. She was a volunteer Emergency Medical Technician for 10 years, and has served as a foster parent and was blessed to be able to adopt her son. Her goal in life has always been to make our world a better place and to help our nation's children have a better future. She loves Downtown Columbus and feels she can be an asset to the team.


James B. Bulkley, Mayor
City of Columbus

13.B. Appointment of Cindy Vandenberg to Senior Center Advisory Board to fill unexpired term of Jill Owens.



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

MEMORANDUM

DATE: January 23, 2024
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointments

With your permission, I wish to submit the following name to you for appointment to the Senior Center Advisory Board at the February 5, 2024, City Council meeting per City Council rules.

SENIOR CENTER ADVISORY BOARD
(Filling unexpired term of Jill Owens until October 2025)
Cindy Vandenberg
2410 25th Street, Columbus, NE

Cindy Vandenberg is a long-time Columbus resident, having retired this past June from 47 years in banking as a Teller Supervisor. She and her husband, Dick, have owned Nebraska Cycling & Fitness in downtown Columbus for over 19 years. They have two grown sons.

Cindy's community involvement includes 10 years with the Boys Scouts program, 6 years on the board of Connect Columbus, over 10 years of helping with the United Way Campaign, 10 years of being the Co-Chairman of the United Way Duck Run Teller Competition, and she assists with a couple of programs at her church. Cindy spends a great deal of time at the Senior Center and is one of our most reliable volunteers there.


James B. Bulkley, Mayor
City of Columbus

13.C.Appointment of Jorge Magdaleno as police sergeant.



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

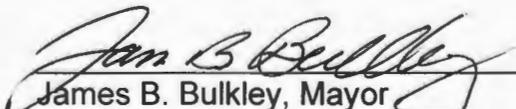
MEMORANDUM

DATE: January 29, 2024
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointment

With your permission, I wish to submit the name of **Jorge Magdaleno** for appointment to the Police Sergeant position at the February 5, 2024 City Council meeting. Per Council Rules, the two-week waiting period is waived for an appointment of a Police Sergeant. The Civil Service Commission certified Mr. Magdaleno at their December 20, 2023, Civil Service Commission meeting.

Officer Jorge Magdaleno is a 12-year veteran of the Police Department. He was originally hired as a Community Service Technician in 2011, and then as a Police Officer in 2012. He attended basic training at the Nebraska Law Enforcement Training Center, and has additional duties within the department that include, Field Training Officer, Drug Recognition Expert, and Senior Shift Officer. He is a bilingual Officer, and has established trust within the community.

Officer Magdaleno was the American Legion Police Officer of the Year in 2021; and the Optimist Officer of the Year in 2020. He is the recipient of both a Life Saving award and the Award of Valor through the American Police Hall of Fame. He is a graduate of Columbus High School, and is 15 credit hours away from an Associate's Degree through Troy University. Officer Magdaleno is a veteran of the United States Marine Corps.


James B. Bulkley, Mayor
City of Columbus

13.D. Quote from Norfolk Truck Center in the amount of \$12,551 for semi truck emergency transmission replacement for transfer station.



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

MEMORANDUM

DATE: January 26, 2024
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Transfer Station Semi Transmission Replacement Emergency Repair
Quote from Norfolk Truck Center in the amount of \$12,551.00

RECOMMENDATION: To accept the following attached emergency sole source quote from Norfolk Truck Center. This is to replace the complete transmission in the 2020 Freightliner Semi in the amount of \$12,551.00.

DISCUSSION: This is the quickest and fastest way to complete this repair. This will give us a complete rebuilt transmission in 2-3 weeks. If we wait to tear down transmission and try to find parts, if it can be rebuilt would take 3-6 weeks. This is our front-line truck and needs to be back in service as soon as possible. Due to the location, weather and road conditions the day of breakdown the truck was towed to Norfolk Truck Center.

FISCAL IMPACT:

Funds for this repair will come from the budgeted Vehicle Maintenance Fund.

SIGNATURE:

By: _____

Chuck Sliva, Public Works Director

Approved By: _____

Heather Lindsley, Finance Director

Approved By: _____

Tara Vasicek, City Administrator





Norfolk Truck Center

2801 S 13th Street
 PO Box 766
 Norfolk, NE 68702-0766
 (402)-379-8669 *(888) 805-2696
 Fax (402) 379-8718

ESTIMATE OF REPAIR COST

NAME			ADDRESS		PHONE	DATE
City of Columbus			Columbus NE		402-910-6759	1/15/24
YEAR	MAKE	MODEL	LICENSE NO.	ODOMETER	MTR. NO.	473910S0722880
2020	Freightliner	122SD		208,219	SER. NO.	3AKJGND13LDMC3753
REPAIR ORDER NO			TRK NO		EQUIPMENT LOCATED AT	
RA101008412			20			

COMPLAINT	PART NO.	PARTS	LABOR
PTO won't disengage. Check clutch and clutch brake.	Fuel filter kit	\$81.00	
T/S. Verified complaint. Drained lube, removed PTO, inspected. Found a large chunk of gear tooth wedged in PTO drive, disallowing it to disengage. Needs transmission replaced, and possibly clutch.	fuel additive	\$10.00	
	HD 10 spd trans	\$6,020.00	
	5 hrs		\$850.00
Fuel was jelled, had to push/pull truck inside. Treated fuel.	1 hr		\$170.00
Remove and replace 10 spd trans (approx 2 wks out)	16 hrs		\$2,720.00
	ez pedal clutch	\$1,240.00	
	installation kit	\$300.00	
	75W90 syn lube	\$410.00	
	freight	\$150.00	
Unknown incidentals that often surprise. Rough est		\$300.00	
INSURED PAYS			
INS. CO. PAYS		shop charges	\$300.00
R.O. NO.		TOTALS	\$8,811.00
INS. CHECK PAYABLE TO		WRECKER SERVICE	\$3,740.00
		TAX	
		MISC.	
TOTAL OF ESTIMATE			\$12,551.00

The above is an estimate, based on our inspection, and does not cover additional parts or labor which may be required after the work has been opened up. Occasionally, after work has started, worn, broken, or damaged parts are discovered which are not evident on first inspection. Quotations on parts and labor are current and subject to change.

ESTIMATE MADE BY: Robert Uhing

AUTHORIZATION FOR REPAIR. You are hereby authorized to make the above specified repairs to the equipment described herein.

SIGNED _____

DATE: _____

13.E. Quote from Downey Drilling, Inc. in the amount of \$41,200 for inspection, cleaning, and repairs to Well #4 for water production.



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

MEMORANDUM

DATE: January 29, 2024
TO: City Administrator / Mayor / City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Well #4 CCTV Inspection, Cleaning and Needed Repair Quote

RECOMMENDATION: To accept the following attached sole source quote from Downey Drilling, for the listed MOB and service work for the CCTV inspection, Sonar Jetting, Chemical treatment and any related repairs needed to well #4 in the amount of \$41,200.00 The following well treatment work is needed to improve pump rates and flow testing, test results also indicate a hole in the column piping. Downey has done reliable and competitively priced well work the past 10 years for the city and is available to do the work in the next few weeks. They have most all parts and components in stock if we would need any. This way the repairs can be done by spring.

DISCUSSION: Well #4 is in need of inspection and sonar jetting, cleaning due to the low pump production rate drop off with the past testing cycle. The work is needed to bring well back up to desired flows and pumps rates as well as repair the possible bad pipe column sections. Currently well #4 is off line. We have had excellent dependable service from Downey Drilling in the past. The current Kearney service Branch Manager has a history of over 32 years with the Columbus well system.

FISCAL IMPACT:

Funds are available from the Well Maintenance Budget line.

SIGNATURE:

By: _____
Chuck Sliva
Chuck Sliva, Public Works Director

Approved By: _____
Heather Lindsley
Heather Lindsley, Finance Director

Approved By: _____
Tara Vasicek
Tara Vasicek, City Administrator



DOWNEY DRILLING, INC.

PROPOSAL AND ACCEPTANCE

Lexington, NE Kearney, NE Garden City, KS
(308)-324-2303 (308)-237-9283 (620)-277-7971

TO: **CITY OF COLUMBUS**

Address: **WELL #4**

LEGAL:

2 MOBILIZATION AND PERDIEM	\$1,105	2,210.00
1 LABOR TO REMOVE PUMP AND INSPECT	\$2,010	2,010.00
1 VIDEO WELL SURVEY	\$1,200	1,200.00
1 SONAR JET WELL TREATMENT	\$1,500	1,500.00
1 CHEMICAL AND MECHANICAL WELL REHABILITATION	\$13,150	13,150.00
1 12 RJLC 2 STAGE BOWL ASSEMBLY	\$7,430	7,430.00
1 50' OF 8" X 1 1/2 COLUMN ASSEMBLY	\$10,800	10,800.00
1 REBUILD 8" LAYNE HEAD INCLUDING PACKING BOX ASSEMBLY	\$800	800.00
1 LABOR TO RESET PUMP AND TEST	\$2,100	2,100.00

TOTAL		\$ 41,200.00
NE SALES TAX	Not Included	
TOTAL		\$ 41,200.00

Grand Total \$ 41,200.00

Full payment due 30 days after invoice.

Material prices subject to change until contract signed and accepted.

By: Adam Messenger

Dated this **23RD** day of **Jan** **2024**

The undersigned, buyer, hereby accepts the proposal.

Dated this day of

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

14. **RESOLUTIONS**

14.A. Resolution No. R24-11 amending Collective Bargaining Agreement with the International Association of Firefighters, Local No. 1575, to clarify personal holiday pay rate.

RESOLUTION NO. R24-11

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT EFFECTIVE OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2027, WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL NO. 1575 TO CLARIFY PERSONAL HOLIDAY PAY RATE, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, the City of Columbus and the International Association of Firefighters, Local No. 1575, entered into a Collective Bargaining Agreement for October 1, 2023, through September 30, 2027; and

WHEREAS, that Collective Bargaining Agreement was approved via Resolution No. R23-149; and

WHEREAS, the City and the International Association of Firefighters, Local No. 1575, wish to amend Article 15 of the aforementioned agreement to clarify that personal holiday will be paid at the straight time rate as opposed to the overtime rate; and

WHEREAS, said portion of Article 15 shall now read: "Holiday compensation for each active employee shall be 12 hours of overtime pay for the observed holiday, whether or not they are scheduled to work on the holiday. The Personal Holiday compensation for each active employee shall be 24 hours paid at the straight rate."

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the amendment to the Collective Bargaining Agreement for October 1, 2023, through September 30, 2027, with the International Association of Firefighters, Local No. 1575, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**Columbus Fire Department
Memorandum
For Record**

DATE: 5 February 2024
TO: Tara Vasicek, City Administrator
FROM: Ryan Gray, Fire Chief
RE: Amendment to IAFF 1575 Collective Bargaining Agreement 2023/2027

RECOMMENDATION:

Amend Article 15 of the 2023/2027 IAFF 1575 CBA.

DISCUSSION:

This amendment will clarify that the personal holiday outlined in Article 15 will be paid at the straight time rate, as opposed to the overtime rate. The language will read:

“Holiday compensation for each active employee shall be 12 hours of overtime pay for the observed holiday, whether or not they are scheduled to work on the holiday. The Personal Holiday compensation for each active employee shall be 24 hours **paid at the straight rate**”.

A “red-line” copy is attached.

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A

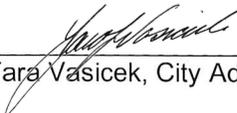
SIGNATURES:



Ryan Gray, Fire Chief



JoJo Dunn, IAFF 1575 President



Tara Vasicek, City Administrator



City of Columbus & International Association of Firefighters Local No. 1575

2023-2027 COLLECTIVE BARGAINING AGREEMENT

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AGREEMENT

This Agreement is entered into by and between the City of Columbus, Nebraska, hereinafter referred to as the “Employer” or “Management” and Local No. 1575, Columbus Fire Fighters Association, hereinafter referred to as the “Union” or “Bargaining Unit”.

ARTICLE 1

PURPOSE

The purpose of this Agreement is to achieve and maintain harmonious relations between the Employer and the Union, which consists of paid Firefighters, Fire Lieutenants, Fire Captains, and any future positions not directly under the Fire Chief in accordance with Nebraska Revised Statute 48-816 3(b) (see below); to maintain and increase individual productivity and quality of services, to prevent interruptions of work and interference with the efficient operation of the department, and to provide an orderly and prompt method for handling and processing grievances. All portions of this Agreement shall be interpreted in such a manner as to further this purpose.

Nebraska Revised Statute 48-816 3(b)

“All firefighters and police officers employed in the fire department or police department of any municipality in a position or classification subordinate to the chief of the department and his or her immediate assistant or assistants holding authority subordinate only to the chief shall be presumed to have a community of interest and may be included in a single bargaining unit represented by a public employee organization for the purposes of the Industrial Relations Act. Public employers shall be required to recognize a public employees bargaining unit composed of firefighters and police officers holding positions or classifications subordinate to the chief of the fire department or police department and his or her immediate assistant or assistants holding authority subordinate only to the chief when such bargaining unit is designated or elected by public employees in the unit.”

ARTICLE 2

RECOGNITION

Section 1-Employer: The Employer recognizes the Union as the exclusive collective bargaining agent for all full-time Fire Fighters holding positions or classifications subordinate to the Fire Chief and Assistant Fire Chief of the Fire Department as outlined in Nebraska Revised Statute 48-816 (3)(b).

Section 2-Union: The Union recognizes the responsibility assumed by it as the formal representative of all employees in the Bargaining Unit. As part of this responsibility, it pledges the full cooperation of its members to maintain continuous service to the public; to perform

efficient work; and to protect the property and interests of the City; and will cooperate with the City in promoting the welfare of its citizens.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1-Reservation and Listing of Management Rights: All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this Agreement, State Statute, Civil Service Rules, or the Columbus Civil Service Commission are retained by the Employer and remain exclusively within the rights of the Employer. These rights, powers, and authority include, but are not limited to, the right of the City to manage and supervise all operations and establish work rules, regulations, and other terms and conditions of employment; direction, assignment of work to and arrangement of working forces including the right to hire, promote or not promote, suspend, discharge, make interdepartmental transfers, relieve employees from duty because of lack of work or other legitimate reasons; the determination of services to be provided; the determination of employee's work abilities; the location of the work sites including the establishment of new work sites and the relocation and closing of old work sites; the determination of financial policies including accounting procedures and budget control; the determination of the management organization of the department and the selection of employees for promotion, transfer, or reorganization; maintenance of discipline and control and use of agency property; the subcontracting of unit work; the establishment of quality standards and judgment of workmanship required; the scheduling of operations and the time to be worked; and the right to enforce rules and regulations now in effect and which it may issue from time to time. It is specifically agreed that the above detailed listing of management rights shall in no way be deemed to exclude other management prerogatives that may not have been specifically listed.

Minimum Staffing. The minimum level of daily staffing for the Columbus Fire Department shall be determined by the Fire Chief.

ARTICLE 4

NONDISCRIMINATION

Section 1-Prohibition of Discrimination: All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, color, religion, disability, veteran status, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of this Article.

Section 2-Union Membership: The Employer and the Union agree not to intimidate, coerce, or in any manner interfere with the rights of unit employees to form, join, or assist labor organizations, or to refrain from any such activities, including the right to withdraw, revoke, or cancel association membership at any time.

ARTICLE 5

WORK STOPPAGES AND DISRUPTIONS

Section 1-Prohibition of Work Stoppages: It is agreed that there shall be no strike, slowdown, lockout, or other work stoppage which shall in any way hinder, delay, limit, or suspend the continuity or efficiency of services provided by the Employer. The term “strike” shall include sympathy strikes and all other actions by unit employees which result in a curtailment or hindrance of the performance of their duties, whether related to a labor dispute against the Employer by any labor organization, or group of employees, or an individual, or a dispute with another employee or entity by any labor organization, group of employees, or an individual. While on duty, there shall be no refusal to cross any picket line whatsoever by any employee or group of employees, unless the crossing of such picket line poses a threat to the Union employee or employees involved. The crossing of such picket line shall occur after law enforcement authorities arrive to assist the Union employee or employees involved.

Section 2-Union Obligations: The Union agrees not to coerce, instigate, induce, conspire with, intimidate, or encourage any person to participate in any strike, slowdown, or other work stoppage which could curtail, hinder, delay, limit, or suspend the continuity or efficiency of any service of the Employer.

Section 3-Individual Discipline: In addition to the legal prohibition against strikes by public employees, the Union specifically agrees that if bargaining unit members strike, refuse to cross any picket line, slowdown, or institute a work stoppage which in any way hinders, delays, limits, or suspends the continuity or efficiency of any service of the department, any or all members participating in such activity shall be subject to disciplinary measures, including discharge. The appropriateness of such disciplinary measures, including discharge, shall be subject to the grievance procedures of this Agreement for the limited purpose of determining whether the employee actually participated in the actions which are the subject of such disciplinary action. All disciplinary actions against unit employees shall be handled as outlined by State Statute, the City’s Personnel Manual, and this Agreement. In the case of conflict, State Statute shall prevail.

Section 4-Penalty for Work Stoppage: The Union specifically agrees that if bargaining unit members strike, slowdown, or institute a work stoppage which in any way curtails, hinders, delays, limits, or suspends the continuity or efficiency of any service of the Employer, the Union shall be liable to the Employer for liquidated damages in an amount equal to the wages due all bargaining unit employees engaged in such activity for each day of the strike, slowdown, or work stoppage. If the Union should fail to pay such liquidated damages, and if the Employer should be required to institute legal action to collect such liquidated damages, the Union will agree to the issuance of a consent judicial decree providing for the payment of the liquidated damages, as computed in accordance with the formula set forth above, and all court costs, filing fees, and attorneys’ fees incurred in such action.

Section 5-Employer Failure to Provide Services: The Union specifically agrees that if bargaining unit members strike, slowdown, or institute a work stoppage which in any way curtails,

hinders, delays, limits, or suspends the continuity or efficiency of any service of the Employer, the Union shall save and hold harmless the Employer from any fees, costs, or judgments against it as a result of the Employer's failure to provide services to any member of the public as a result of such strike, slowdown, work stoppage, or other such similar activities as described above.

Section 6-Violation of Article: Violation of any of the provisions of this Article by any member or members of the Union shall be cause for the City to terminate this Agreement upon the giving of written notice to this effect to the President of Local 1575, Columbus Fire Fighters Association, Columbus, Nebraska.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1-Definition: A grievance is hereby jointly defined to be any claim (request or complaint) by a bargaining unit member, the Fire Chief, or the City Administrator, regarding the application of the specific terms of this Agreement.

Section 2-Limitations: The grievance procedure shall not be used to change any provisions of this Agreement or any provisions of the personnel rules, regulations, or governing resolutions established by the Employer.

Section 3-Grievance Form: In reducing a grievance to writing, the following information must be stated with reasonable clearness; the exact nature of the grievance, the act or acts of commission or omission, the dates of the act or acts, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the specific provisions of this contract that are alleged to have been violated, and the remedy which is sought.

Section 4-Union Involvement: Any grievance submitted under the provisions of this article may be submitted or initiated by the employee, by the employee and the union, or by a representative of the employees' choice. When an employee solely submits a grievance, or through a representative other than the union, the employee has the ability at any time to allow the union the right to intervein at any step of the grievance procedure.

Section 5-Employee Grievances: All grievances and responses shall be submitted in writing and shall be prosecuted in the following manner:

a) *Step 1:* Any bargaining unit member or members believing they have a grievance shall discuss the grievance with their immediate supervisor in an attempt to settle the grievance. A grievance not settled pursuant to such discussion, which the bargaining unit member wishes to pursue, shall be put in writing in accordance with Section 3 of this Article. The immediate supervisor shall then have seven (7) calendar days to respond to the grievance and to give an answer to the bargaining unit member. The grievance must be initiated promptly and at least within five (5) calendar days after the occurrence of the event upon which the grievance is based.

b) *Step 2:* A grievance not settled in Step 1, which the bargaining unit member wishes to pursue further, shall be submitted to the Fire Chief. This appeal must be initiated promptly and must be filed within ten (10) calendar days after receipt of the answer provided for

in Step 1 above. An answer must be given by the Fire Chief within ten (10) calendar days after the appeal is submitted.

c) Step 3: A grievance not settled in Steps 1 and 2, which the bargaining unit member wishes to pursue, shall be appealed to the City Administrator within ten (10) calendar days after receipt of the answer under Step 2 above. The City Administrator shall give an answer within ten (10) calendar days.

d) Step 4: A grievance not settled after Step 3 may be appealed within ten (10) calendar days after receipt of the answer under Step 3 to the Public Finance, Personnel, and Judiciary Committee.

e) In the event that any of the supervisors referred to in this procedure are within the bargaining unit, no answer to any grievance by such individuals shall be binding upon the Employer unless ratified in writing by the next higher level of management outside the bargaining unit.

f) In the event any of the appeals or answers provided for in Section 5 are given by mail, the date of the postmark shall be considered the date of delivery,

Section 6-Employer Grievances: A grievance may be initiated and prosecuted by the Employer through the supervisors, the Fire Chief, or the City Administrator, by the filing of such grievance in writing in accordance with the terms of Section 3 with either the local Union President or the designated representative. Within 12 calendar days after the date of delivery of the grievance, the Union and the Employer, or their designated representatives, shall arrange for a meeting in order to discuss the grievance. The Union will provide the Employer with an answer to the grievance within seven (7) calendar days after the conclusion of such meeting.

Section 7-Time Limits: The time limits provided for in this Article shall be strictly construed, and the failure of a grieving party to meet the time limits provided shall result in the dismissal of the grievance. Similarly, failure of a responding party to meet the limits provided for in this Article shall allow a grieving party to amend the grievance submitted and set forth the facts of the failure to respond within the time limits provided and to request additional relief due to this failure. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written, mutual agreement of the parties or their designated representatives.

Section 8-Time Computation: In computing any period of time prescribed in this Article, the date of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period shall be included unless it is a legal holiday (city government recognized), in which event the period extends until the end of the next day which is not a legal holiday (city government recognized). Whenever a party is required or permitted to do an act within a prescribed period after service of an appeal or answer upon that party, and the appeal or answer is served by mail, three (3) days shall be added to the prescribed period.

Section 9-Decision Appeal: It is specifically acknowledged by both parties to this Agreement that any grieving party is not precluded from appealing a final decision rendered pursuant to this grievance procedure to any court of competent jurisdiction.

ARTICLE 7

SCOPE OF AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties. There are no oral agreements, nor is this Agreement based upon any oral representation covering the subject matter of this Agreement. If any part of this document is declared void, all surviving portions shall remain in effect. This Agreement has been executed in accordance with the statutes and laws of the State of Nebraska and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska.

ARTICLE 8

RECALLS AND STANDBYS

Section 1-Reasonable Expectation: There is no requirement for off-duty members of the Bargaining Unit to respond to alarms and standbys, however; it is mutually agreed that in doing so, service delivery to the City is optimized. Therefore, in good faith, off-duty members of the Bargaining Unit are expected to respond back to alarms, emergencies, and significant incidents or events when physically capable and available to do so.

Section 2-Nebraska Revised Statute 35-302 Paid fire departments; firefighters; hours of duty; alternating day schedule; agreement; restrictions: *“Firefighters employed in the fire departments of cities having paid fire departments shall not be required to remain on duty for periods of time which will aggregate in each month more than an average of sixty hours per week. Each single-duty shift shall consist of twenty-four consecutive hours and shall be followed by an off-duty period as necessary to assure compliance with the requirements of this section unless by voluntary agreement between the city and the authorized collective-bargaining agent or, if there is no collective-bargaining unit, the firefighter, any firefighter may be permitted to work an additional period of consecutive time and may return to work after less than a twenty-four-hour off-duty period. Any firefighter may be assigned to work less than a twenty-four-hour shift, but in such event the firefighter shall not work in excess of forty hours per week unless otherwise provided by voluntary agreement between the city and the authorized collective-bargaining agent or, if there is no collective-bargaining unit, the firefighter. No agreement under this section shall allow a firefighter who is scheduled to work less than a twenty-four-hour shift and who holds the rank of fire chief or works as an immediate subordinate to a fire chief to fill temporary vacancies created by the absence of a firefighter who is assigned to work a twenty-four-hour shift and who holds a rank lower than fire chief. No firefighter shall be required to perform any work or service as such firefighter during any period in which he or she is off duty except in cases of extraordinary conflagration or emergencies or job-related court appearances.”*

ARTICLE 9

WORKING CONDITIONS

Section 1-Assigned Maintenance Duties: Full-time paid Fire Fighters shall, in addition to fire suppression and E.M.S. duties, perform all reasonable assigned minor maintenance and cleanup with respect to all the stations, the grounds, and all department apparatus and equipment as deemed by the fire chief. No employee shall be held liable for any damages or injuries as a result of required maintenance.

ARTICLE 10

REFERENCE MATERIALS

The Employer shall electronically provide and file in the Columbus City Clerk's Office the Columbus Fire Fighters' Association one (1) copy of the Rules of the Civil Service Commission of the City of Columbus and one (1) copy of the current City of Columbus Code Book. The Employer will also make available to each paid Fire Fighter a copy of the Employee Pension Book, a copy of the City of Columbus Personnel Rules and Regulations, and a copy of the Columbus Fire Departments Standard Operating Procedures (SOP) manual. Where the Union contract delineates broader or more expansive benefits or rules than are described in the City of Columbus Personnel Manual, the interpretation in the Union contract will rule. The City Clerk's office shall provide each Columbus City Council Member, the Mayor, and the City Administrator a copy of the current Labor Agreement between the City of Columbus and the Columbus Fire Fighters' Association.

Any changes or amendments to the above-mentioned materials shall be forwarded to the respective parties listed above.

ARTICLE 11

HOURS OF WORK AND OVERTIME

Section 1-Work Schedule: The normal work schedule shall be 24 hours on, followed by 48 hours off, with the workday starting at 8 a.m.

Section 2-Overtime: If an employee is requested to work overtime, in an emergency situation, as determined by the Fire Chief, or person in control of the department in the Chief's absence, the employee will be expected to do so unless the employee is excused for good cause.

Overtime pay earned will be paid with each paycheck.

Overtime pay at the rate of one and one-half times the FLSA regular hourly rate of pay shall be paid as follows:

- a) All other time worked in excess of 106 hours in a 14-day pay period for fulltime Fire Fighters and all other time worked in excess of 40 hours per week for a fulltime Fire Fighter, who is working a 40-hour week.

- b) Additional assignments such as mandatory meetings, training events or classes, or time spent as an instructor will be paid at the straight rate of pay unless the hours worked puts the employee over 106 hours per pay period.

Overtime pay at the rate of one and one-half times the regular hourly rate of pay shall be paid as follows:

- c) When an employee is called back to work during an emergency in accordance with Neb State Statute 35-302 (even during an observed holiday), the employee will receive a minimum of two hours of overtime pay or one and one-half times the actual hours worked, whichever is greater.
- d) When an employee responds to cover an unattended station, the employee will receive a minimum of two hours of overtime pay or overtime of actual hours worked, whichever is greater. A maximum of 4 positions may be filled by full-time firefighters during light-task-force calls. Task-force responses, such as structure fires, do not have a limit on positions available for callback pay. However, an employee who elects to return for an emergency callback, cannot claim a second period of two (2) hours of emergency callback pay while they are still being paid for the first two (2) hour period.
- e) Shift change time: On-coming and Off-going shift employees may claim time for standbys during shift change between 07:00 a.m. and 07:59 a.m. and 8:00 a.m. and 9:00 a.m. Overtime should be claimed in 15-minute increments. If the employee responds to an emergency call during this time, they shall be paid 2 hours or actual time worked, whichever is greater.
- Example 1: "A" shift responds to a call at 07:30 a.m., leaving the station unmanned. Two on-coming "B" shift employees may claim 30 minutes of overtime.
- Example 2: "C" shift responds to a call at 08:00 a.m. and up to four off-going "A" shift personnel are still in the station and remain there until 08:30 a.m. for back-up, those personnel can claim 30 minutes of overtime .
- f) When an employee covers a short-shift.
- (g) In lieu of pay for overtime under (a), (b), (c), (d), and (e), an employee may request compensatory time as provided for in Section 3.
- (h) Vacation and Comp time count as hours worked unless the total hours worked in a pay cycle exceed 178 hours.
- Employees are expected to take the necessary steps to prevent any perceived abuse of counting vacation and comp time as hours worked. This clause is to prevent employees from taking a substantial amount of time off on vacation or comp, and working overtime on non-scheduled days.

Section 3-Compensatory Time: At the option of the Fire Chief, employees may be granted compensatory time off leave, in lieu of pay, for overtime hours worked. Compensatory time shall be accrued at a rate of one and one-half times the number of overtime hours worked and may be accrued to a total of 240 hours. Any employee who has accrued compensatory time off and has requested the use of such compensatory time shall be permitted by the City to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the Columbus Fire Department. Any employee having accrued compensatory time shall, upon termination of employment, be paid for such unused compensatory time at a rate of compensation not less than the average regular rate received by the employee during the last three years of employment or the final regular rate received by the employee, whichever is higher. Compensatory time shall count as hours worked when it is banked on the time sheet

Section 4-Trade Time: The Employer recognizes the unique schedule that fire department employees work, and understand the challenges it can present with regards to taking time off. Therefore, the Employer authorizes fire department personnel to trade time or substitute for one another in accordance with FLSA. In accordance with FLSA 29 C.F.R. §553.31 Substitution-section 7(p)(3):

(a) Section 7(p)(3) of the FLSA provides that two individuals employed in any occupation by the same public agency may agree, solely at their option and with the approval of the public agency, to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the Act. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.

(b) The provisions of [section 7\(p\)\(3\)](#) apply only if employees' decisions to substitute for one another are made freely and without coercion, direct or implied. An employer may suggest that an employee substitute or "trade time" with another employee working in the same capacity during regularly scheduled hours, but each employee must be free to refuse to perform such work without sanction and without being required to explain or justify the decision. An employee's decision to substitute will be considered to have been made at his/her sole option when it has been made (i) without fear of reprisal or promise of reward by the employer, and (ii) exclusively for the employee's own convenience.

(c) A public agency which employs individuals who substitute or "trade time" under this subsection is not required to keep a record of the hours of the substitute work.

(d) In order to qualify under [section 7\(p\)\(3\)](#), an agreement between individuals employed by a public agency to substitute for one another at their own option must be approved by the agency. This requires that the agency be aware of the arrangement prior to the work being done, i.e., the employer must know what work is being done, by whom it is being done, and where and when it is being done. Approval is manifest when the employer is aware of the substitution and indicates approval in whatever manner is customary.

Traded time shall not be recoded on an employee's time sheet. The Employer does not take any responsibility in ensuring owed time is repaid, and will not compensate any employee for time lost due to non-repayment. It is understood by the Union and Employer agree that "capacity" refers to suppression assignments and is not indicative of rank or position.

ARTICLE 12

ANNUAL PHYSICALS

Section 1-Annual Physicals: At the time of approving this contract the Employer recognizes that the process for conducting physicals has not yet been established, but will in good faith continue to negotiate with the Union to finalize a process for annual physicals, and commits to implementing a program once both parties agree.

ARTICLE 13

WAGES

2023-2024 Pay Scale

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>
<i>Firefighter/EMT</i>	\$17.69	\$18.79	\$19.85	\$20.97	\$22.15	\$23.39	\$24.85
<i>Firefighter/Paramedic</i>	\$20.27	\$21.37	\$22.43	\$23.56	\$24.73	\$25.98	\$27.44
<i>Lieutenant/EMT</i>	\$20.66	\$22.02	\$23.28	\$24.63	\$26.04	\$27.54	\$29.36
<i>Lieutenant/Paramedic</i>	\$23.25	\$24.61	\$25.86	\$27.21	\$28.62	\$30.13	\$31.94
<i>Captain/EMT</i>	\$26.41	\$27.94	\$29.56	\$31.27	\$33.09	\$35.01	\$36.86
<i>Captain/Paramedic</i>	\$28.99	\$30.53	\$32.15	\$33.86	\$35.68	\$37.60	\$39.45

Section 1-Wage Increases: The Employer will adopt the following wage increases:

2023-2024	City COLA increase
2024-2025	City COLA increase
2025-2026	City COLA increase
2026-2027	City COLA increase

For 2027-2028 of the contracts, a wage study will be performed and a pay scale will be negotiated for Firefighters, Lieutenants, and Captains. Cities included in wage study will be the cities of Beatrice, Fremont, Norfolk, Hastings and North Platte.

Employees covered by this Agreement will be paid via direct deposit to the financial institution (s), up to three institutions, of their choice.

Section 2-Differentials:

All differentials earned will be paid into an hourly rate.

- (a) Bilingual Pay- Any bargaining member who is occasionally required to use multilingual language skills on the job shall receive a salary increase of 2%. Employer has the right to perform language proficiency testing, at employer expense.

Advancement on Pay Scale

Section 3-Step Increases

Step 1: Fire Fighters who meet the minimum qualifications for Fire Fighter will commence their employment on Step 1 of the Pay Plan. A Fire Fighter must complete one year at this step, with a satisfactory evaluation, to be eligible for movement to the next step.

Step 2: Thereafter, paid Fire Fighters will be eligible for a step increase on their anniversary date if they receive a satisfactory evaluation.

Section 4-Previous experience increase

Any employee hired after October 1st 2023, after successful completion of their probationary period, shall receive pay grade step increases as follows:

<u>Experience</u>	<u>Pay Increase</u>
2 full years firefighting in a career fire department	1 step
2 full years as an EMT in a career 911-EMS service	1 step
2 full years as a Firefighter I/EMT/EVOC CFD Reserve	1 step

Previous experience must be appropriately documented in writing from the agency or agencies for which the employee previously worked. New employees may only be moved a maximum of 1 step.

Section 5: Promotional Pay Scale Transfer

When being promoted to a new officer position, the employee will be moved the step that is closest to the employees' current hourly rate plus 10%, but not to exceed the maximum pay scale.

ARTICLE 14

VACATIONS

Vacation Leave: Paid Fire Fighters shall accrue vacation leave as follows:

- After one year of service 109 hours
- For each year after 5 years of service 131 hours
- For each year after 10 years of service 174 hours
- For each year after 15 years of service 182 hours
- For each year after 20 years of service 230 hours

After the first year of service, vacation leave shall be credited to each paid Fire Fighter by dividing the amount of accrued vacation leave based on years of service by the number of pay periods in the year. Paid Fire Fighters may accrue vacation leave to a maximum of 324 hours. Paid Fire Fighters shall take accrued vacation time according to seniority in each of the three shifts.

ARTICLE 15

HOLIDAYS

Holiday Leave: The following days shall be City holidays:

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday Following	Fourth Friday in November
Christmas	December 25

Personal Holiday (24 hours) *

**If this holiday is not recorded on a time sheet before the end of the calendar year, it will be forfeited.*

In addition, an employee may take two hours of religious leave one day a year to attend a religious observance of their faith.

All holidays will be observed on the calendar date upon which it falls, including Saturdays and Sundays, for the purpose of paying holiday compensation.

Holiday compensation for each active employee shall be 12 hours of overtime pay for the observed holiday, whether or not they are scheduled to work on the holiday. The Personal Holiday compensation for each active employee shall be 24 hours paid at the straight rate.

ARTICLE 16

INSURANCE

The Employer agrees to provide employer paid long term disability, life insurance, and single or family health insurance with coverage identical to all other qualified employees. The Employer agrees to offer each eligible employee a “family plan” of hospital and medical coverage, identical to non-union staff. If this option is chosen, the Employer will pay 87.2% of the premium. The employer will pay 93% of the premium for the duration of the contract for any employee with “single plan” for hospital and medical coverage. When adjustments of plan benefits and cost are developed by the Employee Health Committee, at least two paid Fire Fighters are welcome to participate at each meeting to provide guidance at these meetings as they have in the past.

The benefit levels described in Article 16 will remain constant as in existence in current group insurance contracts such as the Schedule of Benefits listed in the Plan Booklet. Concerning dental coverage, paid Fire Fighters may participate in the dental program as other employees.

The Employer agrees to add the opportunity for those fulltime Fire Fighters age 50 or over who retire with at least 20 years of service to continue without lapse of coverage on the City of Columbus Health Plan after retirement by paying the full premium themselves. It is further stipulated that the eligible paid Fire Fighter must first use up COBRA eligibility before being added back to the City’s billing system, and that eligibility will cease upon the employee becoming qualified for the Medicare Program.

ARTICLE 17

RETIREMENT

During the term of this Agreement, the Employer shall make pension contributions in accordance with applicable state statutes for employees in the bargaining unit.

ARTICLE 18

UNIFORMS AND EQUIPMENT

Section 1-Equipment: The Employer will provide to each employee covered by this Agreement 2 bunker coats, 2 bunker pants, 2 fire helmets, 2 protective hoods, 1 set of fire boots, 2 sets of structural fire gloves, 1 set of extrication gloves, 1 set of hybrid gear, 1 rescue helmet, 1 set of rescue boots. All such equipment purchased after the effective date of this contract shall be N.F.P.A. approved and PFAS free, as soon as available. The Employer will make available to each employee covered by this Agreement proper communication equipment for emergency and information purposes. All of the above equipment shall remain the property of the Employer and must be returned to the Employer upon termination of employment. Personal Protective Equipment (PPE) will be provided to the levels above as funding become available. The goal is for each member to have two complete sets of PFAS free gear, however; this will be completed

through time as funds allow and as gear becomes unfit for service and requires replacement. All parties understand that there is not an expected timeframe for PFAS free gear to become available.

Section 2-Uniform: The standard uniform for a paid Fire Fighter, except probationary employees, shall be ten (10) work shirts 5 short sleeve t-shirts, 5 long sleeve t-shirts, and 1 polo., three work trousers, and one dress uniform consisting of pants, one white dress shirt, one black tie, one hat, and one dress jacket, and all accompanying hardware. Also, one jacket and one ¼ zip job shirt, the design of which will be determined by the Fire Chief and may change from time to time. The Employer will provide the above replacements, as necessary, for work and dress uniforms provided all worn out items are turned in to the Fire Chief. Uniform items will be replaced on a one for one basis. The Employer agrees that on the first pay period of the budget year, eligible paid Fire Fighters will receive a shoe/boot allowance of \$60 for daily duty. Fire Chief may determine when replacement boots are required to be purchased. The uniforms to be provided by the Employer will be of NFPA approved material, provided sufficient funds are available in the line item for uniforms in the current budget to cover the cost.

ARTICLE 19

SICK LEAVE

Section 1-Accumulation: All full-time employees in the bargaining unit shall accumulate sick leave benefits at the rate of 18.63 hours per month on a calendar year basis, up to a maximum accumulation of 1800 hours.

ARTICLE 20

WORKING OUT OF RANK

If the employee is appointed as Acting Officer for a minimum of one (1) hour and no more than twelve (12) hours, the employee shall receive three-quarters (3/4) of an hour of overtime. If the employee is appointed Acting Officer for more than twelve (12) hours, the employee shall receive one and a half (1 1/2) hours of overtime.

ARTICLE 21

PAYROLL DEDUCTION

Fulltime firefighters may use payroll deductions for the following approved programs:

- Health Insurance
- Life Insurance
- Union Dues
- Deferred Compensation
- Financial Institute
- Retirement
- Flexible Benefit Plan
- Dental Insurance
- YMCA Group Membership
- Health Savings Account (HSA)
- Golf Membership
- Aquatics/Pawnee Plunge Membership

ARTICLE 22

COMPLETE AGREEMENT

All negotiable items have been discussed during negotiations leading to this Agreement and therefore negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement except as allowed under Article 8.

ARTICLE 23

SAVINGS

If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Civil Service rules, or law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 24

DURATION OF AGREEMENT

This Agreement shall be in effect from October 1, 2023 to September 30, 2027. This Agreement shall automatically continue in effect beyond September 30, 2027, subject to the condition that, after September 30, 2027, this Agreement may be terminated in the following manner:

1. By notice of termination given in writing by either party to the other 30 days in advance off the intended termination date; or
2. By the filing of a petition in the Commission of Industrial Relations by either party seeking determination of wages and conditions of employment for any fiscal year beginning on or after October 1, 2027; or
3. By the making of a new contract between the Employer and the exclusive bargaining agent for the Bargaining Unit members covered by this Agreement.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2024.

FOR THE UNION

FOR THE CITY OF COLUMBUS

JoJo Dunn, President IAFF 1575

James B. Bulkley, Mayor

14.B. Resolution No. R24-12 awarding bid to Gehring Construction & Ready Mix Co., Inc. in the amount of \$805,385 for Storm Drainage and Concrete Improvements 2024. CIP20-71

RESOLUTION NO. R24-12

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO GEHRING CONSTRUCTION & READY MIX CO., INC. IN THE AMOUNT OF \$805,385 FOR STORM DRAINAGE AND CONCRETE IMPROVEMENTS 2024.

WHEREAS, the City of Columbus received bids for Storm Drainage and Concrete Improvements 2024 on January 30, 2024, with Gehring Construction & Ready Mix Co., Inc. submitting the lowest bid of \$805,385 as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, the lowest bid from Gehring Construction & Ready Mix Co., Inc. in the amount of \$805,385 for Storm Drainage and Concrete Improvements 2024 is hereby accepted and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: January 31, 2024
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Storm Drainage and Concrete Improvements 2024

RECOMMENDATION:

I recommend award of the Base Bid for the above-referenced project to Gehring Construction & Ready Mix of Columbus in the amount of \$805,385.00.

DISCUSSION:

Two bids were received and a Bid Tabulation sheet is attached. The Engineer's estimate was \$1,400,000.

The work corresponds to the approved 2024 Pavement Management Program Priority List.

Project A: 28th Street from 25th Avenue to CMS driveway. Construction timeline will be within the CMS summer break.

Project B: Wagner's Lake storm sewer improvements on Lakeshore Drive

Project C: Christopher Cove storm sewer improvements on East Calle Columbo

Additional Project No. 1: 15th Street UPRR track crossing west of 10th Avenue is not being awarded at this time. Acceptance is dependent on obtaining final UPRR approval, agreement, and coordination of UPRR work on the tracks.

Design and construction observation services by the Engineering Department.

FISCAL IMPACT:

Part of fiscal year budget 2023-2024 - CIP20-71 in the amount of \$1,533,123. Project will reduce the street department's maintenance expenses. Design and observation by the Engineering Department results in savings of engineering consultant fees.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

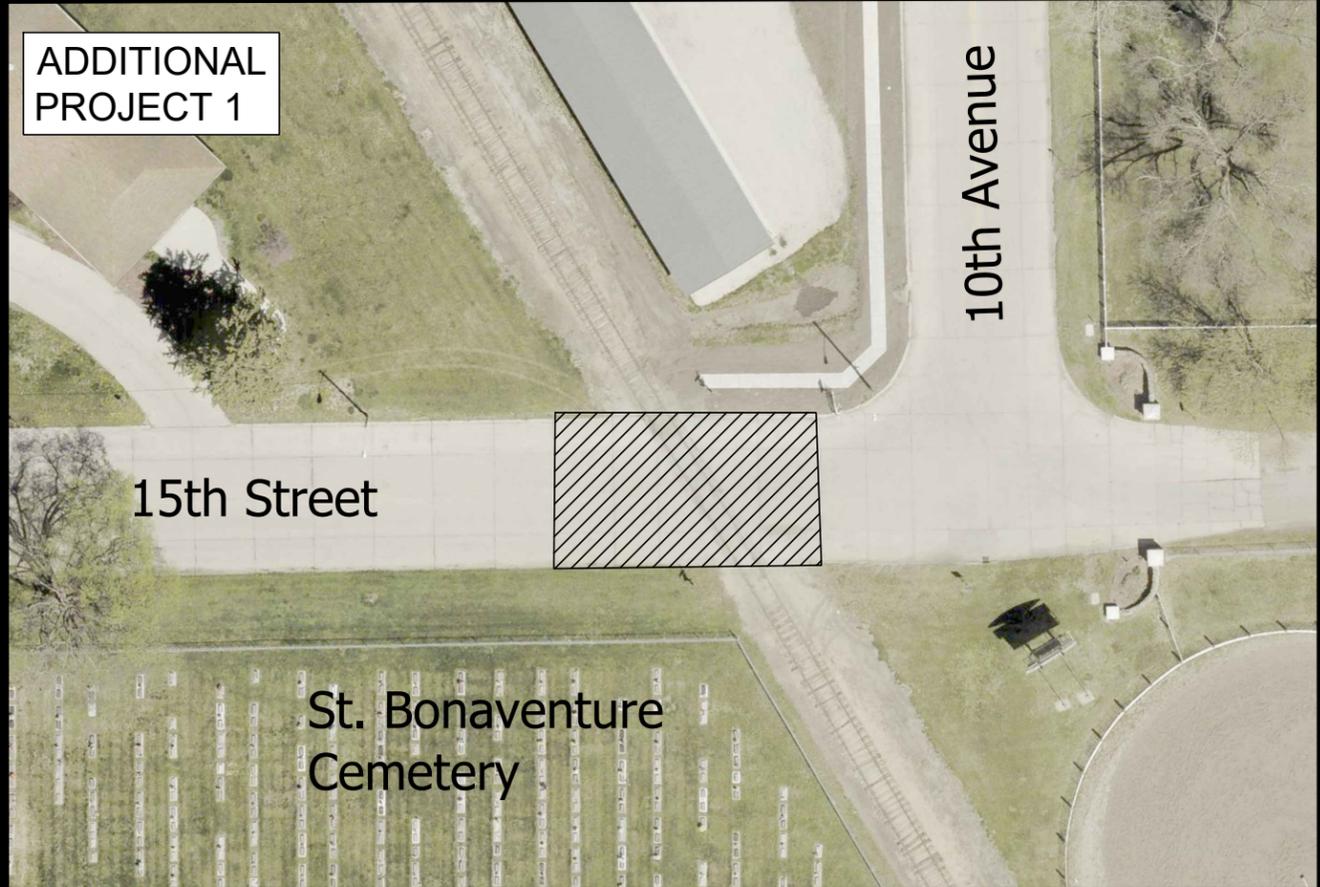
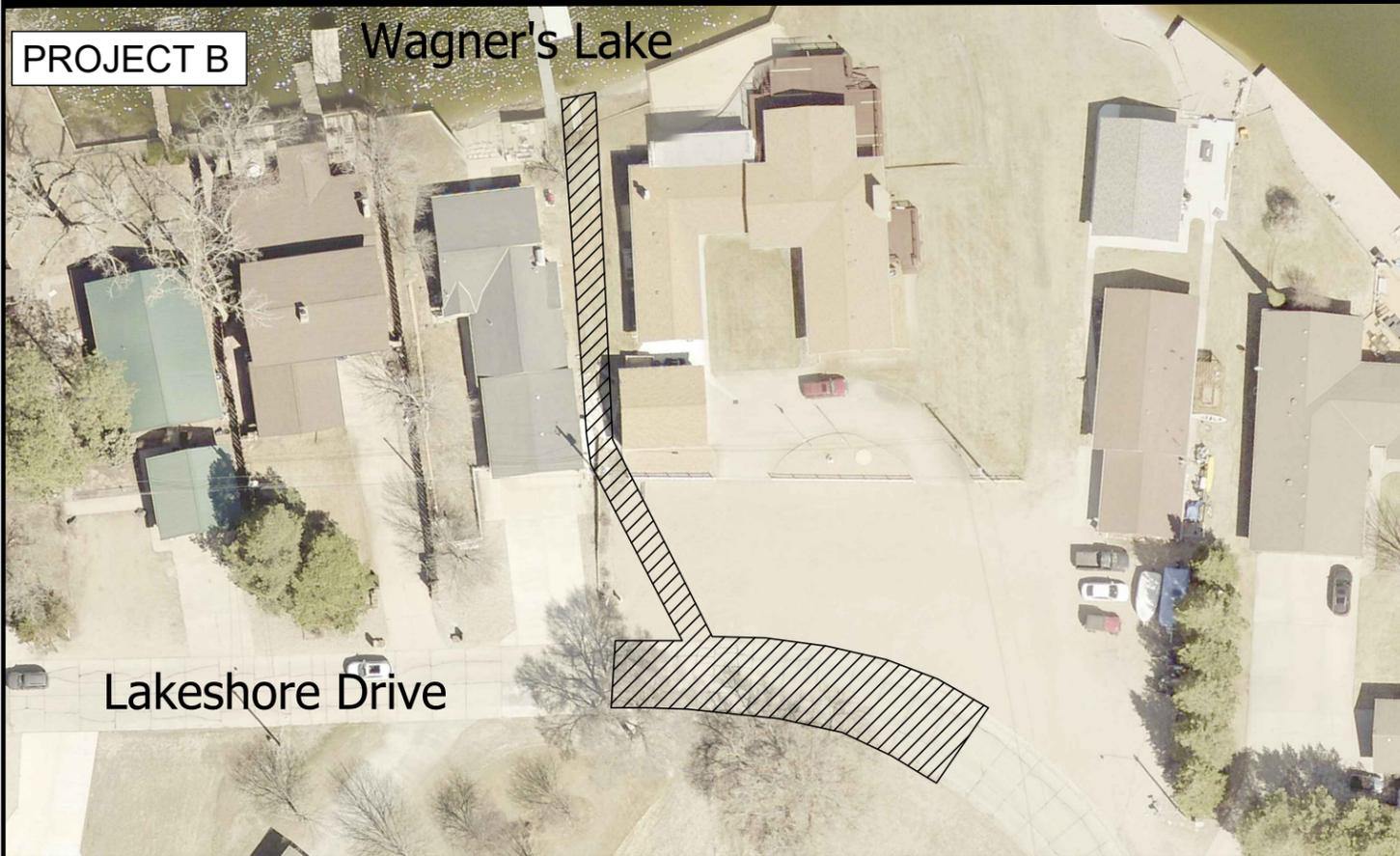
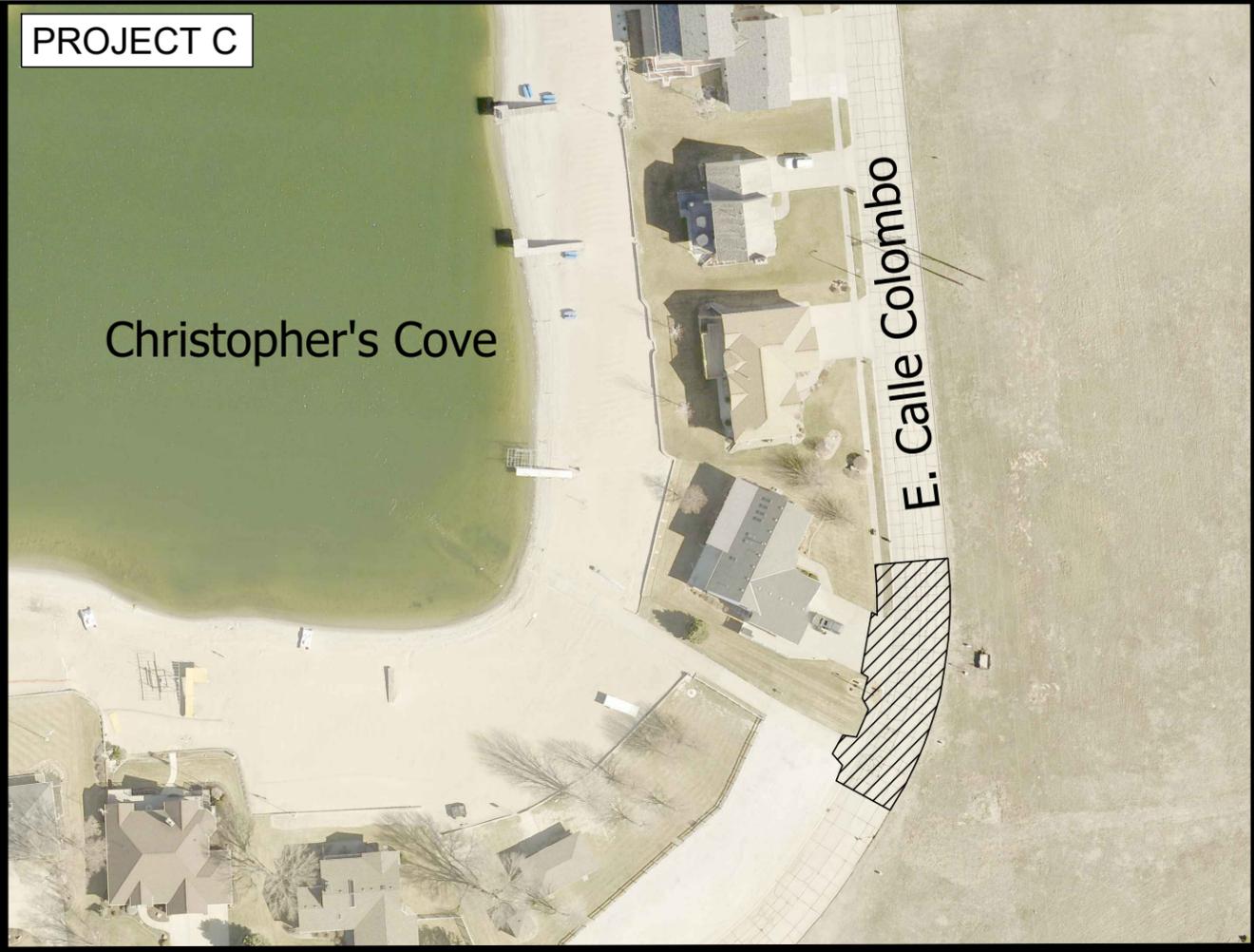
Approved By: [Signature]

**CITY OF COLUMBUS
 BID TABULATION
 STORM DRAINAGE & CONCRETE IMPROVEMENTS 2024
 BID OPENING: JANUARY 30, 2023 AT 2:00 P.M.**

	Contractor: Gehring Construction & Ready Mix Co., Inc. 5424 West Meadow Drive Columbus, NE 68601	Contractor: General Excavating 6701 Cornhusker Hwy Lincoln, NE 68507	Contractor:	Contractor:
Description	Bid Bond: X	Bid Bond: X	Bid Bond:	Bid Bond:
ADDENDUM(S) ACKNOWLEDGED	X	X		
PROJECT A: 28TH STREET FROM 25TH AVENUE TO CMS PARKING LOT ENTRANCE PAVING & STORM SEWER IMPROVEMENTS	\$ 653,265.00	\$ 1,067,731.75		
PROJECT B: 110-112 LAKE SHORE DRIVE STORMWATER IMPROVEMENTS	\$ 71,385.00	\$ 155,457.25		
PROJECT C: 1670 EAST CALLE COLOMBO STORMWATER IMPROVEMENTS	\$ 80,735.00	\$ 146,426.75		
BASE BID TOTAL PROJECT A THROUGH C	\$ 805,385.00	\$ 1,369,615.75	\$ -	\$ -
PROJECT A THROUGH C COMPLETION DATES				
START DATE	Spring 2024	May 2024		
SUBSTANTIAL COMPLETION DATE	9/16/2024	9/16/2024		
FINAL COMPLETION DATE	9/23/2024	9/23/2024		
Additional Project No. 1 15th St. UPRR Crossing West of 10th Ave. Paving	\$ 51,325.00	\$ 130,833.50	\$ -	\$ -
Additional Calendar Days	45	60		

PLOT SIZE: ANSI A (8.5" X 11.0" inches) Landscape
PLOT DATE: Thursday, July 17, 2023 4:42:21 PM

DRAWING LOCATION: I:\A\PROJECTS\STREET PROJECTS\CONCRETE PAVING IMPROVEMENTS\2024\DRAWING\28TH STREET 20TH AVE. TO PERSHING RD.6.CAD_BM16.3_ENGINEERING\28TH STREET
DESIGN DWG File: December 22, 2023 11:51:21 AM
LAST EDITOR: BRADEN LABENZ



2500 14TH STREET
COLUMBUS, NE 68602-1877
(402) 562-4309

THE CITY OF
COLUMBUS
NEBRASKA
ENGINEERING DEPARTMENT

STORM DRAINAGE & CONCRETE
IMPROVEMENTS 2024

GENERAL SHEET

DRN BY: BEL/JML
DATE: 12/19/2023
PROJ: _____

SHEET
G-2

14.C. Resolution No. R24-13 approving Memorandum of Agreement with Nebraska Department of Transportation and Nebraska State Historical Preservation Office for installation of a bridge mitigation display structure in conjunction with Columbus South Bridges Project No. SH-30-5 (131).

RESOLUTION NO. R24-13

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE NEBRASKA DEPARTMENT OF TRANSPORTATION AND THE NEBRASKA STATE HISTORIC PRESERVATION OFFICE FOR INSTALLATION OF A BRIDGE MITIGATION DISPLAY STRUCTURE IN CONJUNCTION WITH COLUMBUS SOUTH BRIDGES PROJECT NO. NH-30-5(131), CONTROL NUMBER 31983, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS.

WHEREAS, the southbound truss bridge over the Loup River in Columbus, Platte County, Nebraska, is a State of Nebraska owned historic Register of Historic Places bridge; and

WHEREAS, the Nebraska Department of Transportation plans to carry out the Columbus South Bridges Project to remove the southbound truss bridge over the Loup River using funds from the Federal Highway Administration; and

WHEREAS, pursuant to 36 CFR 800, regulations implementing Section 106 of the National Historic Preservation Act and the agreed upon related bridge mitigation display structure; and

WHEREAS, the Memorandum of Agreement between the Nebraska Department of Transportation and the Nebraska State Historic Preservation Office includes stipulations including responsibilities; and

WHEREAS, the Nebraska Department of Transportation agrees to reimburse the City of Columbus for related design, fabrication, and installation of the bridge mitigation display structure.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Memorandum of Agreement between the Nebraska Department of Transportation and the Nebraska State Historic Preservation Office for installation of a bridge mitigation display structure in conjunction with Columbus South Bridges Project, Project No. NH-30-(131), Control Number 31983, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: January 31, 2024
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Memorandum of Agreement between the Nebraska Department of Transportation and the Nebraska State Historic Preservation Office regarding the Columbus South Bridges Project implementing Section 106 of the National Historic Preservation Act

RECOMMENDATION:

I recommend approval and signing of the Memorandum of Agreement between the Nebraska Department of Transportation and the Nebraska State Historic Preservation Office regarding the Columbus South Bridges Project implementing Section 106 of the National Historic Preservation Act

DISCUSSION:

The Nebraska Department of Transportation (NDOT) plans to carry out the replacement of the US 30/81 Loup River southbound truss bridge. Said southbound truss bridge is on the Register of Historic Places. The NDOT will be using federal funds for the project and therefore required to meet the National Historic Preservation Act, Section 106, which requires mitigation of adverse effect.

The NDOT provided the public with the opportunity to comment on the undertaking, including stakeholders and public meetings, with the conclusion that the mitigation of adverse effect to the Loup River Bridge shall be accomplished by the installation of a bridge mitigation display structure and associated interpretive panel. The location of the mitigated bridge structure and display will be west of the Pawnee Park West Shelter over the existing trail.

FISCAL IMPACT:

Future costs for design, construction and installation of the bridge mitigation display structure. The NDOT will reimburse the City for the design, construction and installation upon completion and acceptance.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

**MEMORANDUM OF AGREEMENT
BETWEEN THE NEBRASKA DEPARTMENT OF TRANSPORTATION
AND THE NEBRASKA STATE HISTORIC PRESERVATION OFFICE
REGARDING THE COLUMBUS SOUTH BRIDGES PROJECT
PROJECT NUMBER NH-30-5(131)
CONTROL NUMBER 31983**

WHEREAS, the southbound truss bridge over the Loup River in Columbus, Platte County, Nebraska (S030 3773L; NHRSI# PTOO-068) is a state-owned historic (National Register of Historic Places [NRHP]-listed) bridge; and,

WHEREAS, the Nebraska Department of Transportation (NDOT) plans to carry out the Columbus South Bridges Project to remove the southbound truss bridge over the Columbus Loup River (S030 3773L; NHRSI# PT00-068) (the Project), to repair the deck and rail of the northbound bridge (not NRHP Eligible) over the Loup River (S030 3773R) on US-30/US-81, and to replace the southbound portion of the Pawnee Park Drive underpass (S030 37787) using funds from the Federal Highway Administration (FHWA) (Attachment A: Exhibit 1); and,

WHEREAS, NDOT has determined that the deteriorated physical condition of this bridge does not make it suitable to use in place; to make available for an alternative use; to relocate; or to market the bridge to a third party; and,

WHEREAS, FHWA has assigned to NDOT the responsibility for project-level environmental reviews including Section 106 reviews on certain Federal Aid Highway Program-funded Categorical Exclusions (CE Assignment) in accordance with Title 23 USC 326 as outlined in the First Renewed Memorandum of Understanding (326 MOU); and

WHEREAS, NDOT is leading both the Section 106 of the National Historic Preservation Act (NHPA) and National Environmental Policy Act (NEPA) compliance and approval processes under NEPA Assignment regarding the Project; and

WHEREAS, pursuant to 36 CFR 800, regulations implementing Section 106 of the NHPA (54 USC § 306108), *Protection of Historic Properties*, NDOT is required to take into account the effects of Federal undertakings on properties included in, or eligible for inclusion in, the NRHP; and

WHEREAS, NDOT has defined the undertaking's Physical Area of Potential Effects (APE) as an area comprising approximately 22 acres to accommodate right-of-way acquisition, construction of a shared use transportation path, contractor access, and installation of Section 106 related bridge mitigation display structure within Pawnee Park (Stipulation II), including a buffer to account for visual effects (Attachment A: Exhibit 2); and,

WHEREAS, NDOT has consulted with the Nebraska State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800 and determined that the undertaking will have an adverse

effect on the NRHP-listed Columbus Loup River Bridge (S030 37773L, NHRSI # PT00-068), and the determination is included in a letter dated March 3, 2022; and,

WHEREAS, NDOT provided the public with the opportunity to comment on the undertaking as part of the NEPA compliance process, including at stakeholders' meetings (August 12, 2020; November 5, 2020), a public meeting (November 9, 2021), and a consulting party meeting (June 22, 2022); and,

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), NDOT notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP declined to participate on February 9, 2023; and

WHEREAS, NDOT determined the following Federally-recognized Indian tribes may have interest in the undertaking and invited them to participate in Section 106 consultation in letters dated March 29, 2022: the Iowa Tribe of Kansas and Nebraska, the Ponca Tribe of Nebraska, and the Pawnee Nation of Oklahoma; and,

WHEREAS, the Iowa Tribe of Kansas and Nebraska declined to participate on March 11, 2022, and the Pawnee Nation determined the project would not affect the nation's cultural landscape on April 11, 2022. The Ponca Tribe of Nebraska did not respond to the request to participate in consultation; and,

WHEREAS, NDOT invited additional potential consulting parties to participate in Section 106 consultation including: the Platte County Historical Society, the Lower Loup Natural Resources District, the City of Columbus, the United States Army Corps of Engineers (USACE), and the Nebraska SHPO pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the NHPA (54 U.S.C. § 306108); and,

WHEREAS, the Platte County Historical Society, the Lower Loup Natural Resources District, the City of Columbus, the USACE, and SHPO, accepted the invitation and participated in the consultation regarding the effects of the undertaking on historic properties in a consulting parties' meeting held on June 22, 2022; and,

WHEREAS, it has been agreed by SHPO and the Consulting Parties that mitigation of the adverse effect to the Loup River Bridge shall be accomplished by installation of a bridge mitigation display structure and associated interpretive panel; and

WHEREAS, installation of the Section 106 related bridge mitigation display structure is a federally reimbursable project cost; and

WHEREAS, NDOT agrees to reimburse the City of Columbus for related design, fabrication and installation of the bridge mitigation display structure; and

WHEREAS, the City of Columbus and SHPO are Signatories to this document; and,

NOW, THEREFORE, NDOT, SHPO, and the City of Columbus agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties.

STIPULATIONS

I. RESPONSIBILITIES

The following section identifies the responsibilities of NDOT, the City of Columbus and SHPO in complying with this Agreement.

I. NDOT RESPONSIBILITIES

1. NDOT shall record the bridge to include the following information:
 - a) Digital photographs of the bridge prior to any demolition activity at the site. Photographs shall be numbered and labeled according to NRHP standards and include at a minimum the following images:
 - (1) Images of the structural components of the bridge including but not limited to the superstructure, substructure, floor system, and approach spans.
 - (2) Images of the setting and surrounding area, including landscape and highway to place the bridge into a geographical context.
 - (3) Images of the traveling surface of the bridge itself.
 - b) A site plan including US-30, the Loup River, the bridge and its proximity to Pawnee Park and the City of Columbus.
 - c) A photo key to identify the location of digital images.
 - d) A narrative description of the bridge documenting the current condition.
 - e) An index and copies of pertinent documents identifying the evolution of the project including the historic bridge inventory form, the alternatives analysis, the structural deficiency report, and any and all appropriate correspondence and supporting documentation.
 - f) One (1) electronic copy of the recordation package shall be submitted for storage at NDOT and one (1) at SHPO.
2. NDOT shall review and approve design of the truss recreation installation and the interpretive content, including panel placement, size, and layout at 60% and Final design.
 - a) NDOT shall respond within 30 days of submittal(s).
3. NDOT shall facilitate consultation with SHPO.

B. CITY OF COLUMBUS RESPONSIBILITIES

1. The City of Columbus shall coordinate design, construction, and installation of a re-creation of one of the historic bridge trusses within the City of Columbus-owned Pawnee Park.
 - a) The installation will be comprised of abutted truss ends erected west of the Pawnee Park West Shelter located on the south side of Pawnee Park Drive over an existing walking path (Attachment A: Exhibit 3). The

abutted truss ends will be smaller in scale and be designed to meet current trail design criteria.

b) The installation will include an interpretive panel or panels containing historic photographs, maps, graphics, and text (as relevant) relating the history of the bridge and describing its significance.

c) Design of the truss recreation installation and the interpretive content, including panel placement, size, and layout, will be provided in draft form to NDOT, the Nebraska SHPO, and other consulting parties, who will be provided 30-days to comment.

d) The installation and panel content will clearly indicate that the truss is a re-creation constructed of all original materials and that it does not include anything salvaged from the historic bridge.

2. The City of Columbus shall obtain any necessary permits and permissions to install the bridge mitigation display structure

3. Upon completion of the Project, the City of Columbus agrees to be the sole owner of the bridge mitigation display structure and the interpretive panel and shall provide routine maintenance and care.

4. The City of Columbus agrees that the bridge mitigation display structure and the interpretive panel will be made available in this setting for a minimum of 10 years.

5. The City of Columbus shall be responsible for ongoing maintenance of the bridge mitigation display structure.

C. SHPO RESPONSIBILITIES

1. SHPO shall review and approve design of the truss recreation installation and the interpretive content, including panel placement, size, and layout at 60% and Final design.

a) SHPO shall respond within 30 days of submittal(s).

I. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, NDOT may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VII below.

II. POST-REVIEW DISCOVERIES

If properties are discovered after project construction begins that may be historically significant, or unanticipated effects on historic properties are found, NDOT shall follow Stipulation XI (C) of the *Programmatic Agreement Among The Federal Highway Administration, The Nebraska State Historic Preservation Officer, The Advisory Council on Historic Preservation And The Nebraska Department of Roads to Satisfy the Requirements of Section 106 for the Federal-Aid Highway Program in the State of Nebraska* (Attachment B).

III. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, NDOT shall provide all parties to this MOA a summary report detailing work

undertaken pursuant to its terms. The summary report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in NDOT's efforts to carry out the terms of this MOA. If the stipulations identified herein are carried out prior to the yearly anniversary, then no reporting is required.

IV. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, NDOT shall consult with such party to resolve the objection. If NDOT determines that such objections cannot be resolved, NDOT will:

A. Forward all documentation relevant to the dispute, including the NDOT's proposed resolution, to the ACHP. The ACHP shall provide NDOT with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, NDOT shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. NDOT will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30)-day time period. NDOT may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, NDOT shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA and provide them and the ACHP with a copy of such written response.

C. NDOT's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

V. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VI. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation VII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, NDOT must either (a) execute an MOA pursuant to 36 CFR Section 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR Section 800.7. NDOT shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the NDOT and Nebraska SHPO and implementation of its terms is evidence that NDOT has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

**Columbus South Bridges
Project No. NH-30-5(131), CN 31983**

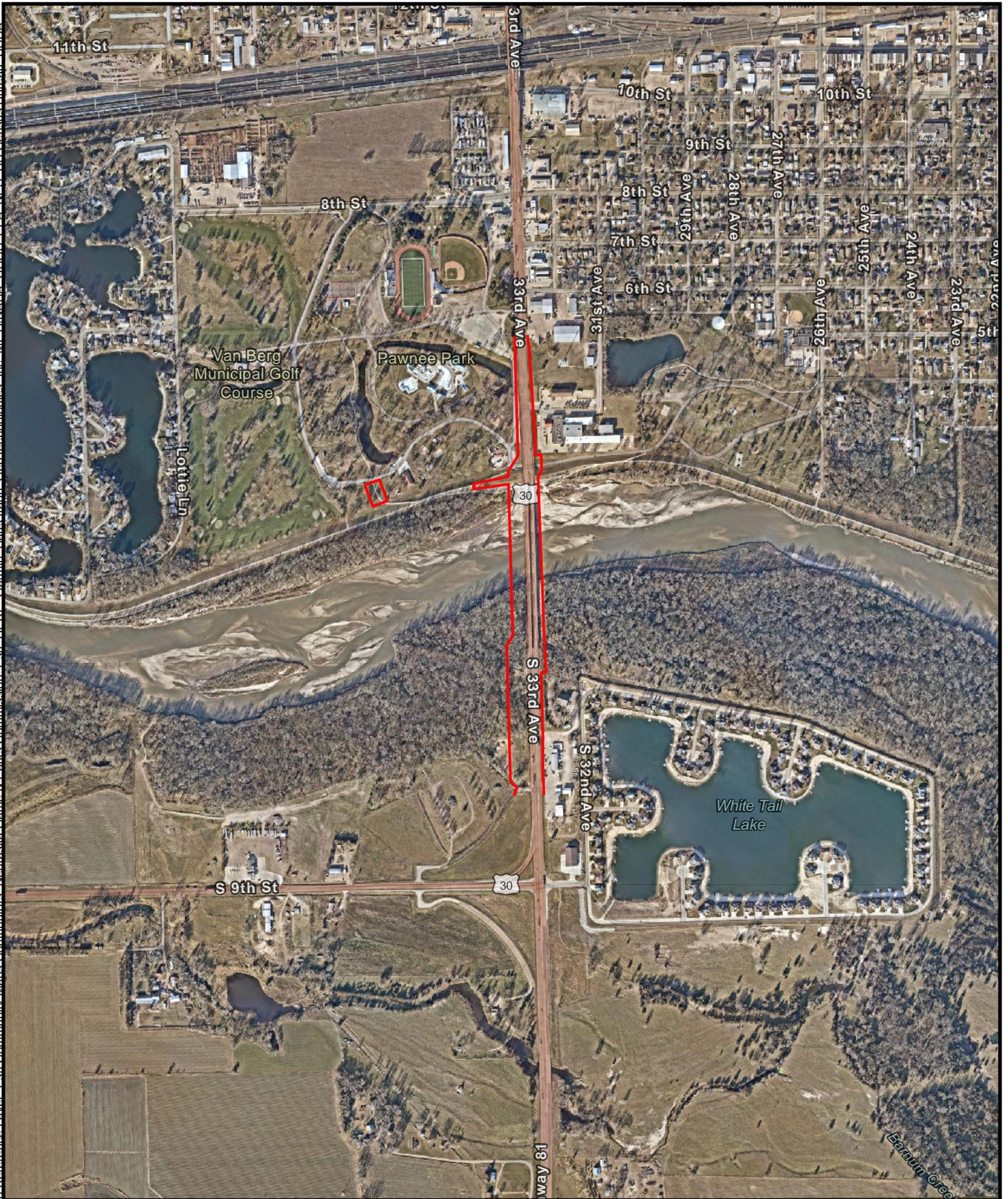
SIGNATORIES:

Betty Gillespie Interim Deputy State Historic Preservation Officer History Nebraska	Date
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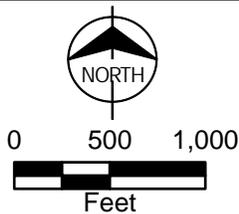
Vicki Kramer Director Nebraska Department of Transportation	Date
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James B. Bulkley Mayor City of Columbus, Nebraska	Date
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ATTACHMENT A - EXHIBITS

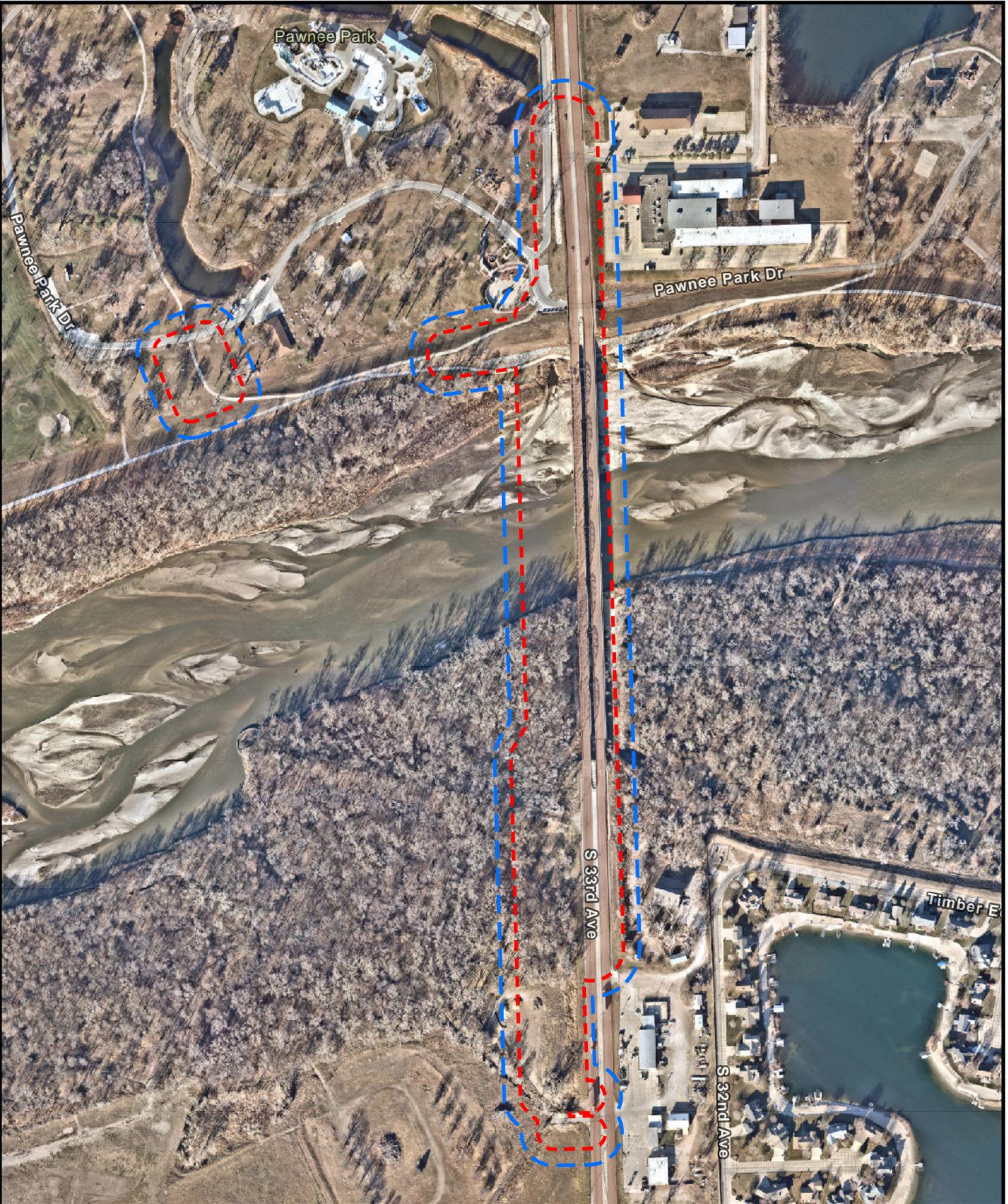


— Project Limits

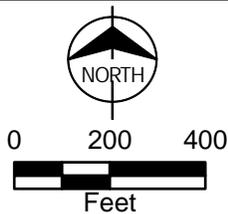


NEBRASKA
DEPT. OF TRANSPORTATION

Attachment 1: Exhibit 1
Project Overview
Columbus South Bridges
NDOT
Platte County, Nebraska



-  Physical APE
-  Non-Physical APE



NEBRASKA
DEPT. OF TRANSPORTATION

Attachment 1: Exhibit 2
Project APES
Columbus South Bridges
NDOT
Platte County, Nebraska



— Temporary Limits of Construction

0 60 120
Feet



Attachment 1: Exhibit 3
Truss Recreation Rendering
Columbus South Bridges
NDOT
Platte County, Nebraska

ATTACHMENT B - PROGRAMMATIC AGREEMENT



July 22, 2021

Mr. Joseph Werning
Division Administrator
Federal Highway Administration
Nebraska Division
100 Centennial Mall North, Room 220
Lincoln, NE 68508-3803

Ref: *Statewide Programmatic Agreement Duration Extension
State of Nebraska
ACHP Project Number: 015938*

Dear Mr. Werning:

On July 13, 2021, the Advisory Council on Historic preservation (ACHP) received a request from the Federal Highway Administration (FHWA) to extend the duration of the *Programmatic Agreement Among the Federal Highway Administration, the Nebraska Department of Transportation, the Nebraska State Historic Preservation Officer, and the Advisory Council on Historic Preservation to Satisfy the Requirements of Section 106 (PA)* pursuant to Stipulation A in the second amendment to the PA for an additional year (July 31, 2022). FHWA has also confirmed that a new programmatic agreement will be drafted within the next year that will supersede this PA. The ACHP understands that the Nebraska State Historic Preservation Officer and the Nebraska Department of Transportation have already agreed to the extension, and the ACHP agrees to it as well.

We look forward to continue working closely with FHWA, the Nebraska State Historic Preservation Officer, Nebraska Department of Transportation, and other consulting parties in developing the new PA.

If we may be of further assistance, please contact Ms. Sarah Stokely at (202) 517-0224, or via e-mail at sstokely@achp.gov.

Sincerely,

Reid J. Nelson
Director
Office of Federal Agency Programs

Programmatic Agreement Among The Federal Highway Administration, The Nebraska State Historic Preservation Officer, The Advisory Council on Historic Preservation, And The Nebraska Department of [Transportation], to Satisfy the Requirements of Section 106 for the Federal-Aid Highway Program, In The State of Nebraska

Second Duration Extension Agreement

ACKNOWLEDGEMENT OF WRITTEN DURATION EXTENSION TO THE SECTION 106 PROGRAMMATIC AGREEMENT

The Signatories below would like to invoke the option contained within Stipulation A of the Second Amendment to the Agreement document referenced above to extend the duration of the Agreement for an additional one (1) year, to July 31, 2022.

By signing below, each party consents to this written extension of the *Programmatic Agreement among the Federal Highway Administration, the Nebraska State Historic Preservation Officer, the Advisory Council on Historic Preservation, and the Nebraska Department of [Transportation] to Satisfy the Requirements of Section 106 for the Federal-Aid Highway Program in the State of Nebraska.*

SIGNATORIES

NEBRASKA DEPARTMENT OF TRANSPORTATION



7.1.2021

John Selmer, P.E. Director
Nebraska Department of Transportation

DATE

NEBRASKA STATE HISTORIC PRESERVATION OFFICER

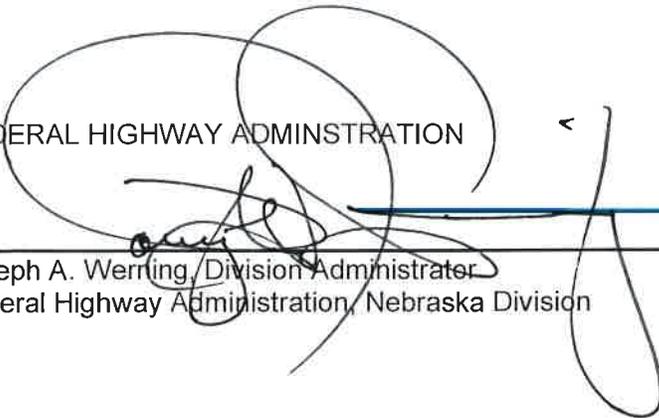


7/1/21

Trevor M. Jones, Director
History Nebraska

DATE

FEDERAL HIGHWAY ADMINISTRATION



7-7-21

Joseph A. Werring, Division Administrator
Federal Highway Administration, Nebraska Division

DATE

SECOND AMENDMENT TO PROGRAMMATIC AGREEMENT

**Among The Federal Highway Administration,
The Nebraska State Historic Preservation Officer
The Advisory Council on Historic Preservation
And The Nebraska Department of Roads
to Satisfy the Requirements of Section 106
for the Federal-Aid Highway Program
In The State of Nebraska**

WHEREAS, the *Programmatic Agreement among the Federal Highway Administration, the Nebraska State Historic Preservation Officer, the Advisory Council on Historic Preservation, and the Nebraska Department of [Transportation] to Satisfy the Requirements of Section 106 for the Federal-Aid Highway Program in the State of Nebraska* (the Programmatic Agreement) was executed on July 31, 2015, and was to continue in full force and effect until July 31, 2020, the initial five (5) year period, at which time the Programmatic Agreement was to be subject to interim review pursuant to provision XIII.G.1(b) *Duration of the Agreement*; and

WHEREAS, effective October 31, 2018, the signatories executed *Amendment 1 to the Section 106 Programmatic Agreement for Purposes of CE Assignment (23 USC 326)* (referred to hereafter, collectively, as the Programmatic Agreement, as amended) to recognize NDOT's assumption of additional authorities and responsibilities pertaining to project-level Categorical Exclusion determinations from the Federal Highway Administration pursuant to the *Memorandum of Understanding between Federal Highway Administration, Nebraska Division and the Nebraska Department of Transportation, State Assumption of Responsibility for Categorical Exclusions, 23 USC §326*; and

WHEREAS, the parties desire to extend the five (5) year duration of the Programmatic Agreement, as amended, for an additional one (1) year term with the option of one additional one (1) year extension as set forth in provision XIII.G.1. *Duration of the Agreement* and XIII.G.1(b), and have consulted pursuant to the terms of the Programmatic Agreement, as amended; and

WHEREAS, the parties agree to amend Subsection X.A.3 of the Programmatic Agreement, as amended, to remove the requirement of processing all emergency repair projects programmatically as Tier III projects and have consulted pursuant to the terms of the Programmatic Agreement, as amended; and

NOW, THEREFORE, in accordance with Stipulation XIII.D of the Programmatic Agreement, the Federal Highway Administration, the Nebraska State Historic Preservation Office, the Nebraska Department of Transportation, and the Advisory Council on Historic Preservation agree to amend the Programmatic Agreement, as amended, as follows:

- A. The duration of the Programmatic Agreement, (Stipulation XIII.G) has been extended for one year and continue in full force and effect through July 31, 2021, representing a period of six (6) years from the original effective date. The signatories and invited signatories agree that this PA may be extended one additional year, to July 31, 2022, if agreed to in writing by all signatories.
- B. Subsection X.A.3 of the Programmatic Agreement shall be amended as shown:
 1. Written notification or electronic mail (when appropriate) of an emergency action shall be provided to NESHPO, to FHWA and to THPOs and/or tribes as appropriate. The notice shall be clearly and prominently marked as an emergency notification, and shall include an explanation of how the action meets the requirements for emergency as defined herein.
 2. The rest of Subsection X.A.3 remains unchanged.

SIGNATURES FOLLOW ON SEPARATE PAGES

ACKNOWLEDGEMENT OF AMENDMENT 2 TO THE SECTION 106 PROGRAMMATIC AGREEMENT FOR PURPOSES OF EXTENDING THE DURATION OF THE AGREEMENT

By signing below, each party consents to Amendment 2 of the *Programmatic Agreement among the Federal Highway Administration, the Nebraska State Historic Preservation Officer, the Advisory Council on Historic Preservation, and the Nebraska Department of [Transportation] to Satisfy the Requirements of Section 106 for the Federal-Aid Highway Program in the State of Nebraska.*

SIGNATORIES

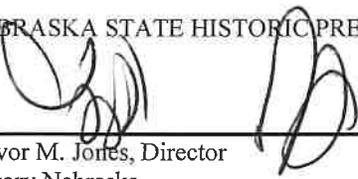
NEBRASKA DEPARTMENT OF TRANSPORTATION



Kyle Schneweis, P.E. Director
Nebraska Department of Transportation

7/1/20
DATE

NEBRASKA STATE HISTORIC PRESERVATION OFFICER



Trevor M. Jones, Director
History Nebraska

7/1/20
DATE

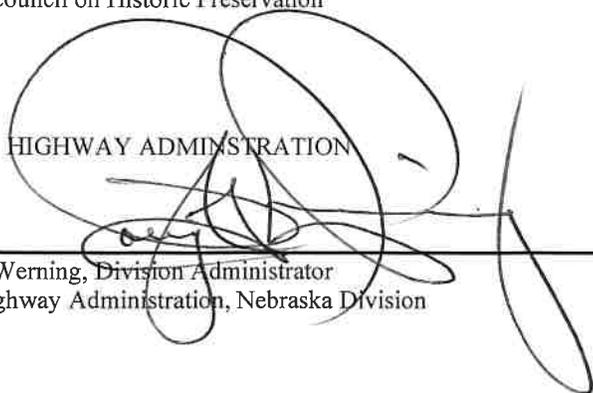
ADVISORY COUNCIL ON HISTORIC PRESERVATION



Aimee Jorjani, Chairman
Advisory Council on Historic Preservation

7/8/2020
DATE

FEDERAL HIGHWAY ADMINISTRATION



Joseph A. Werning, Division Administrator
Federal Highway Administration, Nebraska Division

7/6/2020
DATE

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

September 4, 2018

Joseph Werning
Division Administrator
Federal Highway Administration, Nebraska Division
100 Centennial Mall North, Room 220
Lincoln, NE 68508-3803

John M. Fowler
Executive Director
Advisory Council on Historic Preservation
401 F Street NW, Suite 308
Washington, DC 20001

Trevor M. Jones, Director
Nebraska State Historical Society
1500 R Street
Lincoln, NE 68501-2554

Subject: Proposed Amendment to the *Programmatic Agreement among the Federal Highway Administration, the Nebraska State Historic Preservation Officer, the Advisory Council on Historic Preservation, and the Nebraska Department of *Roads to Satisfy the Requirements of Section 106 for the Federal-Aid Highway Program in the State of Nebraska* (the Section 106 PA); Substitution of NDOT for FHWA through NEPA Assignment

Dear Signatory:

Title 23 United States Code (U.S.C.) Section 326 allows the U.S. Department of Transportation (USDOT) Secretary, acting through FHWA, to assign responsibilities for compliance with the National Environmental Policy Act of 1969 (NEPA) and other Federal Environmental laws to a State DOT through a Memorandum of Understanding (MOU). FHWA and the Nebraska Department of *Transportation (NDOT) will execute such an agreement on September 5, 2018, entitled: *Memorandum of Understanding between Federal Highway Administration, Nebraska Division and the Nebraska Department of Transportation, State Assumption of Responsibility for Categorical Exclusions, 23 USC §326* (the Section 326 MOU). Specifically, the Section 326 MOU assigns to NDOT the USDOT's responsibility for determining whether certain designated activities are included within classes of action that are classified as Categorical Exclusions (CEs). NDOT will assume the responsibilities of FHWA in accordance with the Section 326 MOU in a process referred to as NEPA Assignment, **effective September 5, 2018**.

*Please note, that per Nebraska Statute, the Nebraska Department of Roads (NDOR) was officially renamed to the Nebraska Department of Transportation (NDOT), effective July 1, 2017, and any responsibilities previously assigned to "NDOR" pursuant to the Section 106 PA continued to "NDOT" under its new title by operation of law.

Pursuant to Section IV.A.6 of the Section 326 MOU, if interagency agreements exist which involve signatories other than FHWA and the State, then FHWA and the State "will work to obtain any necessary consents or amendments. Such actions include:

1. "Consulting with the other parties to obtain written consent to the continuation of the interagency agreement in its existing form, but with the substitution through assignment of the State for FHWA with respect to interagency agreement provisions applicable to CE projects;
2. Negotiating with the other parties to amend the interagency agreement as needed so that the interagency agreement continues but that the State assumes FHWA's responsibilities with respect to CE projects."

Kyle Schneeweis, P.E., Director
Department of Transportation
1500 Highway 2
PO Box 94759
Lincoln, NE 68509 4759
dot.nebraska.gov

OFFICE 402-471-4567 FAX 402-479-4325
NDOT.ContactUs@nebraska.gov

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

In order to comply with this section of the MOU, NDOT intends to pursue Option 1 above, and to continue under the terms of the existing Section 106, substituting NDOT as the "agency official" for FHWA with respect to CE Projects. NDOT would continue under the Amended Section 106 PA until it is otherwise revised by the parties or until its expiration, whichever occurs first. This letter will constitute written consent from all signatories of the substitution of NDOT for FHWA in accordance with the following statements:

1. Pursuant to the Section 326 MOU, NDOT has been assigned and assumes all of the US DOT Secretary's (FHWA's) responsibilities for environmental review, reevaluation, consultation, or other action pertaining to the review or approval of Federal-Aid highway projects classified as Categorical Exclusions that it has assumed. In that capacity, NDOT has been assigned the role of "agency official" for the purpose of compliance with 36 CFR Part 800.
2. FHWA, as a Federal agency, has a unique legal relationship with Indian tribes as set forth in the Constitution of the United States, treaties, statutes, executive orders, and court decisions, and while an Indian tribe may agree to work directly with NDOT as part of the 36 CFR 800 compliance process, the FHWA remains legally responsible for government-to-government consultation with Indian tribes.
3. The FHWA Nebraska Division Administrator retains responsibility as "agency official" for environmental review, consultation, and decision-making for all other projects not assigned by the MOU.
4. NDOT will clearly identify in its consultations when it is serving as the "agency official" under the Section 326 MOU.

In summary, this letter constitutes written consent to substitute, through NEPA Assignment, NDOT for FHWA in the Section 106 PA as stated in the bullet points above. This letter containing your signed acknowledgement will serve as an Amendment to the Section 106 PA (per Stipulation XIII.D.2 therein) until such time that the Section 106 PA is revised by the parties or expires.

To effectuate the above-referenced amendment to the Section 106 PA, I request that you sign the acknowledgement page of this letter and return it by 09/21/2018. You may send it to my attention to the email address noted below. Once all signatories to the Section 106 PA have signed the acknowledgement page, we will provide copies for your records and use. The effective date of this letter amendment will be the date of the last signature applied, or September 5, 2018 (the date of the CE Assignment MOU), whichever is later.

If you have any questions, please feel free to contact me.

Respectfully,



Dillon Dittmer
Environmental Program Manager
Project Development Division
dillon.dittmer@nebraska.gov

Kyle Schneweis, P.E., Director
Department of Transportation
1500 Highway 2
PO Box 94759
Lincoln, NE 68509-4759
dot.nebraska.gov

OFFICE 402-471-4567 FAX 402-479-4325
NDOT.ContactUs@nebraska.gov

**ACKNOWLEDGEMENT OF AMENDMENT 1
TO THE SECTION 106 PROGRAMMATIC AGREEMENT
FOR PURPOSES OF CE ASSIGNMENT (23 U.S.C. 326)**

By signing below, I hereby consent to Amendment 1 of the *Programmatic Agreement among the Federal Highway Administration, the Nebraska State Historic Preservation Officer, the Advisory Council on Historic Preservation, and the Nebraska Department of [Transportation] to Satisfy the Requirements of Section 106 for the Federal-Aid Highway Program in the State of Nebraska*, as described in this letter.

NEBRASKA DEPARTMENT OF TRANSPORTATION (formerly NEBRASKA DEPARTMENT OF ROADS)



Kyle Schreweis, P.E. Director
Nebraska Department of Transportation

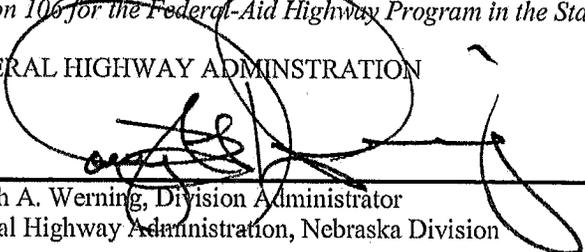
9/7/18

DATE

**ACKNOWLEDGEMENT OF AMENDMENT 1
TO THE SECTION 106 PROGRAMMATIC AGREEMENT
FOR PURPOSES OF CE ASSIGNMENT (23 U.S.C. 326)**

By signing below, I hereby consent to Amendment 1 of the *Programmatic Agreement among the Federal Highway Administration, the Nebraska State Historic Preservation Officer, the Advisory Council on Historic Preservation, and the Nebraska Department of [Transportation] to Satisfy the Requirements of Section 106 for the Federal-Aid Highway Program in the State of Nebraska*, as described in this letter.

FEDERAL HIGHWAY ADMINISTRATION



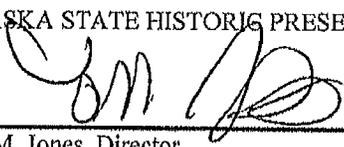
Joseph A. Werning, Division Administrator
Federal Highway Administration, Nebraska Division

9-5-2018
DATE

**ACKNOWLEDGEMENT OF AMENDMENT 1
TO THE SECTION 106 PROGRAMMATIC AGREEMENT
FOR PURPOSES OF CE ASSIGNMENT (23 U.S.C. 326)**

By signing below, I hereby consent to Amendment 1 of the *Programmatic Agreement among the Federal Highway Administration, the Nebraska State Historic Preservation Officer, the Advisory Council on Historic Preservation, and the Nebraska Department of [Transportation] to Satisfy the Requirements of Section 106 for the Federal-Aid Highway Program in the State of Nebraska*, as described in this letter.

NEBRASKA STATE HISTORIC PRESERVATION OFFICER



9/5/18

Trevor M. Jones, Director
Nebraska State Historical Society

DATE

**ACKNOWLEDGEMENT OF AMENDMENT 1
TO THE SECTION 106 PROGRAMMATIC AGREEMENT
FOR PURPOSES OF CE ASSIGNMENT (23 U.S.C. 326)**

By signing below, I hereby consent to Amendment 1 of the *Programmatic Agreement among the Federal Highway Administration, the Nebraska State Historic Preservation Officer, the Advisory Council on Historic Preservation, and the Nebraska Department of [Transportation] to Satisfy the Requirements of Section 106 for the Federal-Aid Highway Program in the State of Nebraska*, as described in this letter.

ADVISORY COUNCIL ON HISTORIC PRESERVATION



10/31/18

John M. Fowler, Executive Director
Advisory Council on Historic Preservation

DATE



**Programmatic Agreement Among
The Federal Highway Administration,
The Nebraska State Historic Preservation Officer
The Advisory Council on Historic Preservation
And The Nebraska Department of Roads
to Satisfy the Requirements of Section 106
for the Federal-Aid Highway Program
In The State of Nebraska**

WHEREAS, the Federal Highway Administration (FHWA), under the **authority of 23 U.S.C. 101 et seq., implements the Federal-aid Highway Program (Highway Program)** in the state of Nebraska by funding and approving state and locally sponsored transportation projects that are administered by the Nebraska Department of Roads (NDOR); and

WHEREAS, the Nebraska FHWA Division Administrator is the "Agency Official" responsible for ensuring that the Highway Program in the State of Nebraska complies with Section 106 of the National Historic Preservation Act (NHPA), as amended, and codified in its implementing regulations, 36 CFR Part 800, as amended (August 5, 2004) and is a signatory to this Agreement; and

WHEREAS, NDOR administers Federal-aid projects throughout the State of Nebraska as authorized by Title 23 U.S.C. 302 and Nebraska Revised Statute §39-1305 et al., has participated in this consultation and in development of this Agreement, and is an invited signatory to this Agreement; and

WHEREAS, the responsibilities of the Nebraska State Historic Preservation Officer (NESHPO) under Section 106 of the NHPA and 36 CFR Part 800 are to advise, assist, review, and consult with Federal agencies as they carry out their historic preservation responsibilities and to respond to Federal agencies' requests within a specified period of time, has participated in the development of this Agreement and has been invited to be a signatory to this Agreement; and

WHEREAS, FHWA has invited the Advisory Council on Historic Preservation (Council) to participate in development of this Agreement and the Council accepted this invitation in a letter dated March 25, 2015; and

WHEREAS, the Council is a signatory to this Agreement; and

WHEREAS, FHWA has determined that implementation of the Highway Program in Nebraska may have an effect upon properties included in, or eligible for inclusion in the National Register of Historic Places (NRHP), hereafter referred to as historic properties, and has consulted with the NESHPO and the Council pursuant to 36 CFR 800.14(b); and

WHEREAS, pursuant to the consultation conducted under 36 CFR 800.14(b), the signatories have developed this Programmatic Agreement (Agreement) in order to establish an efficient and effective program alternative for taking into account the effects of the Highway Program on historic properties in Nebraska and for affording the Council a reasonable opportunity to comment on undertakings covered by this Agreement; and

WHEREAS, FHWA has notified the public (Nebraska Association of Professional Archeologists, the Nebraska Archeology Society, Restoration Exchange Omaha and Preservation Association of Lincoln) Federal and State agencies, Certified Local Governments (CLG's) and;

WHEREAS, FHWA has notified any federally recognized Indian tribes (Tribes) that attach religious and cultural significance to historic properties that may be affected by an undertaking in Nebraska about this Agreement, has requested their comments, and has taken any comments received into account. These Tribes include the Pawnee Nation of Oklahoma, Ponca Tribe of Nebraska, the Iowa Tribe of Kansas and Nebraska, Iowa Tribe of Oklahoma, Omaha Tribe of Nebraska, Otoe-Missouria Tribe, Kaw Nation, Apache Tribe of Oklahoma, Kiowa Tribe, Winnebago Tribe of Nebraska, Santee Sioux Tribe of Nebraska, Oglala Sioux Tribe, Rosebud Sioux Tribe, Cheyenne and Arapaho Tribes, Comanche Nation, Sac and Fox Nation of Missouri in Kansas and Nebraska; and

WHEREAS, this Agreement shall supersede the previous letter agreement between FHWA, and NDOR (June 17, 2010); and

WHEREAS, FHWA, NESHPO, the Council and NDOR are collectively referred to herein as the "signatories" or individually as "signatory"; and

NOW, THEREFORE, FHWA, NESHPO, Council, and NDOR agree that the Highway Program in Nebraska shall be carried out in accordance with the following stipulations in order to take into account the effects of the Highway Program on historic properties in Nebraska and that these stipulations shall govern compliance of the Highway Program with Section 106 of the NHPA until this Agreement expires or is terminated.

STIPULATIONS

FHWA, with the assistance of NDOR, shall ensure that the following measures are carried out. To aid the signatories of this Agreement, the stipulations are organized in the following order:

- I. Applicability and Scope
- II. Definitions
- III. Professional Qualifications Standards
- IV. Responsibilities
- V. Consultation with Tribes
- VI. Consultation with Representatives of Local Governments
- VII. Participation of Additional Consulting Parties and the Public
- VIII. Project Review
- IX. The Section 106 Process
- X. Emergency Situations
- XI. Post-Review Discoveries
- XII. Treatment of Human Remains
- XIII. Administrative Stipulations

I. APPLICABILITY AND SCOPE

A. This Agreement sets forth the process whereby FHWA, with the assistance of NDOR, will meet its Section 106 responsibilities of the NHPA [(54 U.S.C. 306108 and 54 U.S.C. 306101(a) and 306102].

B. The objective of this Agreement is to make more efficient the methods by which FHWA and NDOR review individual undertakings processed under Section 106 that may affect historic properties and to establish the process by which FHWA, NESHPO, Council, and interested parties will be involved in any such review.

C. Through this Agreement, FHWA authorizes NDOR to initiate and, in most cases, conclude without FHWA's direct involvement, consultation with NESHPO and other consulting parties for purposes of compliance with Section 106 of the NHPA.

D. FHWA and NDOR establish through this agreement three tiers of project review, dependent upon the type of effects to historic properties.

1. Tier I Project Review: Tier I projects are defined as having no potential to affect historic properties and must meet the criteria outlined in Stipulation VIII.

2. Tier II Project Review: Tier II projects are defined as having the potential to affect historic properties, but following screening by the NDOR Professionally Qualified Staff (NDOR PQS, defined below) will be determined not to require case-by-case review or consultation with NESHPO. NDOR will support a finding of no historic properties affected. Tier II undertakings must meet the criteria outlined in Stipulation VIII.B.4.

3. Tier III Project Review: Tier III projects are defined as actions that NDOR may support a finding of no adverse effect or adverse effect.

E. This Agreement shall not apply to undertakings that occur on or affect tribal lands as they are defined in 36 CFR 800.16(x). Tribal lands are all lands within the exterior boundaries of any Indian reservation. For such undertakings, FHWA shall follow the procedures in 36 CFR Part 800 and shall not delegate government-to-government consultation to NDOR.

F. Cooperating Federal agencies that recognize FHWA as the lead Federal agency for an undertaking may fulfill their obligations under Section 106 of NHPA by having FHWA and NDOR follow the requirements of this Agreement so long as the cooperating agency's undertaking does not have the potential to cause effects to historic properties beyond those considered by FHWA and NDOR.

1. FHWA and NDOR will consult with other agencies involved in the undertaking to reach an agreement that FHWA is the lead Federal agency for the undertaking.
2. These agencies will be considered consulting parties in the undertaking.
3. All consultation with an agency regarding lead Federal agency status and compliance with Section 106 will be documented.

G. Other Federal agencies providing financial assistance for undertakings related to the Federal Aid Program activities covered under this Agreement may, with the concurrence of ACHP, FHWA, and SHPO, satisfy their Section 106 responsibilities by accepting and complying with the terms of this PA on a per-project basis. In such situations, the Federal agency shall notify the ACHP, FHWA, and SHPO and other consulting parties to the PA, including participating Indian Tribes, in writing of their intent to use the PA to achieve compliance with Section 106 requirements, and consult with those agencies and consulting parties in accordance with the terms of this PA.

II. DEFINITIONS

A. For purposes of this Agreement, the definitions provided in 36 CFR 800.16 (a) through (z) inclusive shall apply whenever applicable.

III. PROFESSIONAL QUALIFICATION STANDARDS

A. All actions prescribed by this Agreement that involve the identification, evaluation, analysis, recording, treatment, monitoring, or disposition of historic properties, or that involve the reporting or documentation of such actions in the form of reports, forms, or other records, shall be carried out by or under the direct supervision of a person or persons who meets the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61). However, nothing in this stipulation may be interpreted to preclude FHWA or NDOR or any agent or contractor thereof from using the services of persons who do not meet these qualifications standards, providing their activities are conducted under the direct supervision of a person who does meet the standards.

B. NDOR shall employ a minimum of one (1) person trained, experienced, and qualified in one or more of the fields of archeology, history, architectural history and historic architecture (as defined in 36 CFR 61). They are designated as professionally qualified staff (NDOR PQS).

1. If the NDOR PQS position becomes vacant, the Agreement will become invalid until the position is filled by NDOR.

C. All Section 106 actions will be performed by either a NDOR PQS or performed by a NDOR consultant who meets the Secretary of the Interior's Professional Qualifications Standards. All NDOR consultants Section 106 actions shall be overseen and reviewed by the NDOR PQS.

IV. RESPONSIBILITIES

A. The following section identifies the responsibilities of FHWA and NDOR in complying with the terms of this Agreement.

B. FHWA Shall

1. Remain legally responsible for ensuring that the terms of this Agreement are carried out and for all findings and determinations made pursuant to this Agreement by NDOR under the authority of FHWA as defined in 36 CFR 800.2(a) and 800.2(c)(4).
2. May inquire at any point in the Section 106 process as to the status of any undertaking carried out under the authority of this Agreement and may participate directly in any undertaking at its discretion.
3. FHWA retains the responsibility for government-to-government consultation with Tribes as defined in 36 CFR 800.16(m). NDOR may assist FHWA in consultation provided the individual Tribes agree to alternate procedures.
4. FHWA will submit, as appropriate, notice of adverse effects to the Council, NESHPO, and Consulting Parties.

C. NDOR PQS Shall

1. Determine whether the proposed federal action is an undertaking as defined in 36 CFR 800.16(y).
2. Determine under 36 CFR 800.3(a) (1) whether the undertaking is a type of activity that has the potential to cause effects on historic properties.
3. Determine under 36 CFR 800.3(c) and (d) whether the undertaking may occur on or has the potential to affect historic properties on tribal lands as they are defined in 36 CFR 800.16(x).
4. Solicit public comment and involvement, in accordance with 36 CFR 800.3(e) and NDOR's public involvement procedures.
5. Identify, as appropriate, any consulting parties, as described in 36 CFR 800.2, and invite them to participate in the undertakings as described in 36 CFR 800.3 and covered by this Agreement.

6. Determine and document the scope of identification efforts and level of effort, as described in 36 CFR 800.4 (a) and (b), including the undertaking's area of potential effects (APE). The APE will be defined according to procedures outlined in the NDOR Section 106 Guidelines. The NESHPO agrees that NDOR shall define but need not conduct consultation on the definition of the APE based on the NDOR Section 106 Guidelines. If unusual circumstances arise, NDOR will coordinate with the NESHPO in defining the APE.
7. Determine and document boundaries for historic properties as defined by National Register Bulletins (<http://www.nps.gov/nr/publications>) and as detailed in the NDOR Section 106 Guidelines.
8. Determine and document the NRHP eligibility of properties within the APE.
9. Determine and document whether historic properties may be affected by the undertaking.
10. Assess effects by applying the criteria of adverse effects as described in 36 CFR 800.5(a) (1) and document the finding of effects.
11. In consultation with FHWA, NESHPO and Council (if Council has chosen to participate), resolve adverse effects through the development and execution of a Memorandum of Agreement (MOA), if appropriate.
12. Ensure conformance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation; Council's Section 106 Archaeology Guidance; NDOR Section 106 Guidelines (2015), and any successors to those guidelines; and applicable guidelines and procedures of land-managing agencies whose lands may be affected by the undertaking.
13. Submit at least quarterly to the NESHPO and FHWA copies of all fieldwork reports, site forms, Reconnaissance Level Survey forms and any other relevant documents.
14. Submit a quarterly list of Tier I and II projects to NESHPO and FHWA.
15. Ensure curation of archeological materials recovered under this Agreement at a facility meeting the standards of 36 CFR 79.

V. CONSULTATION WITH TRIBES

- A. Notwithstanding any other provision of this Agreement, FHWA shall honor the request of any Tribe for government-to-government consultation regarding an undertaking covered by this Agreement; FHWA is responsible for the outcome of any tribal consultation, including any consultations that include NDOR.

- B. In accordance with 36 CFR 800.3(f)(2), any Tribes that might attach religious and cultural significance to historic properties in the area of potential effects shall be identified by NDOR and invited by FHWA to be consulting parties (See Appendix A).
- C. NDOR shall provide information to FHWA so that it has adequate information to initiate consultation with Tribes early in the project planning process to identify cultural, confidentiality or other concerns and to allow adequate time for consideration of those concerns.
- D. NDOR shall provide information to FHWA so that it has adequate information to continue consultation with Tribes throughout the Section 106 review process prescribed by this Agreement whenever such tribes express a concern about an undertaking or about historic properties that may be affected by an undertaking.
- E. NDOR may assist FHWA in consultation provided the respective Tribe or Tribes agree to alternate procedures. Tribal consultation shall be done in accordance with 36 CFR Part 800, except where separate agreements have been executed with Tribes.
- F. Projects determined to have a finding of adverse effect shall be handled in accordance with Stipulation IX.D (3) (b) of this Agreement.
- G. Emergency situations shall be handled in accordance with Stipulation X of this Agreement.
- H. FHWA may enter into a separate agreement with any tribe or tribes to specify how FHWA shall carry out responsibilities under Section 106 in accordance with 36 CFR 800.14(a)(1).

VI. CONSULTATION WITH REPRESENTATIVES OF LOCAL GOVERNMENTS

- A. NDOR shall invite representatives of local governments with jurisdiction over the area where effects of an undertaking may occur to be consulting parties. These representatives are entitled to be consulting parties under 36 CFR 800.2.
- B. NDOR shall invite, as appropriate, applicants for federal assistance, permits, licenses and other approvals to be consulting parties if they are participating in a related Federal aid Highway Program undertaking. These applicants are entitled to be consulting parties under 36 CFR 800.2.

VII. PARTICIPATION OF ADDITIONAL CONSULTING PARTIES

A. Additional consulting parties shall be identified pursuant to, and their participation in undertakings covered under this Agreement shall be governed by, 36 CFR 800.2(c) (5) and 800.3(f).

1. Other individuals and organizations with a demonstrated interest in the undertaking may participate as consulting parties. Other parties entitled to be consulting parties shall be invited by NDOR to participate in the Section 106 process. Any land-managing agency whose land may be affected by an undertaking shall be invited by NDOR to participate in the Section 106 process.

2. NDOR shall consider all written requests of individuals and organizations to participate as consulting parties and determine, in consultation with FHWA, which should be consulting parties for the undertaking.

B. NDOR shall notify consulting parties of effect determinations for Tier II projects, as defined in Section VIII of this Agreement, as well as any Tier III projects that result in an effect determination of no adverse effect. In communications with consulting parties and the public, NDOR shall clearly identify FHWA as the lead federal agency and shall make it known that consulting parties and the public may contact FHWA with concerns regarding the project.

1. FHWA shall notify consulting parties of effect determinations for Tier III projects, which as defined in Stipulation VIII of this Agreement, result in an effect determination of adverse effect.

C. Public Involvement

1. Section 800.2(d) states that the views of the Public are essential to informed Federal decision making in the Section 106 process. Public involvement in planning and implementing undertakings covered by this Agreement shall be governed by the FHWA's and NDOR's environmental compliance procedures. Public involvement and the release of information hereunder shall be consistent with 36 CFR 800.2(d) (1-2), 800.3(e), and 800.11(c) (1 and 3) as well as public involvement regulations in 23 CFR 771.111 and 23 CFR 450.

2. To remain consistent with the intent of 36 CFR Part 800, as amended, NDOR shall continue to seek and consider the views of the public in a manner that reflects the nature and complexity of the undertaking and its effects on historic properties through public involvement tools (e.g. Targeted Mail, Public Meeting, and Public Hearing) and the likely interest of the public in the effects on historic properties.

3. For those actions that do not routinely require public review and comment (e.g. activities classified as a Categorical Exclusion under the National Environmental Policy Act (NEPA)), appropriate involvement should be based on the specifics of the situation and commensurate with the type and location of historic properties, and the undertaking's potential effects on them.

4. NDOR shall make FHWA and NESHPO aware of any and all public controversy as it relates to the historic properties potentially affected by the proposed undertaking, including properties of religious and cultural significance to the Tribes.

VIII. PROJECT REVIEW

A. Tier I Project Review

1. Tier I projects are those undertakings that have no potential to affect historic properties. Tier I undertakings must correspond to conditions and meet the actions identified in Appendix C. Tier I projects are processed by the NDOR PQS.

B. Tier II Project Review

1. Tier II undertakings are those determined by the NDOR PQS to have the potential to affect historic properties, but following appropriate screening, will be determined to require no further review or consultation under this Agreement because no historic properties will be affected. The undertakings classified by NDOR as Tier II undertakings will be processed by NDOR. NDOR shall make and document all required Section 106 findings and complete consultation with consulting parties. Tier II undertakings shall not require case-by-case review by NESHPO prior to NDOR determining that all Section 106 requirements have been satisfied. A list of Tier II projects processed by NDOR shall be provided to the NESHPO and FHWA in a quarterly report under this Agreement.

2. The NDOR PQS is responsible for screening undertakings to determine if those individual undertakings require further consideration, or if they may be determined not to require further review or consultation under the terms of this Agreement. The NDOR PQS may consult at any time, either formally or informally, with NESHPO on any undertaking.

3. The NDOR PQS shall include the identification of all project proponent designated storage, disposal, borrow, and staging areas for individual projects, prior to the screening process. If additional project areas are added to a screened undertaking, the undertaking must be re-screened by the NDOR PQS.

4. NDOR shall apply the following criteria for determining if an undertaking requires no further review and consultation beyond the screening assessment and documentation of decision making:

a) The project has no known public controversy based on historic preservation issues; and

b) NDOR has determined one of the following effect findings apply:

(1) No Historic Properties Affected: No cultural resources present, as determined by NDOR PQS; or

(2) No Historic Properties Affected: No historic properties (i.e., eligible for or listed in the NRHP) present, as determined by NDOR PQS; or

(3) No Historic Properties Affected: Historic Properties are present, but are completely avoided by the undertaking and there is no potential for adverse indirect effects, as determined by NDOR PQS.

5. If NDOR determines that a cultural resource inventory must be conducted for a project processed under this Stipulation (VIII (B.4.b)), any cultural resource reports generated from the survey shall be submitted to NESHPO at least quarterly for filing.

6. NDOR shall ensure that the NDOR Standard Specification 107.10, Archeological and Paleontological Discoveries (Appendix D) applies to all Federal-aid projects and will be referenced in all NEPA documentation unless project specific measures are developed and agreed upon through the consultation process.

7. The requirements for reporting on the projects that qualify and are processed as Tier II undertakings will be in accordance with 36 CFR 800.11(d) and NDOR Section 106 Guidelines (2015).

8. The NDOR PQS shall ensure that the documentation supporting the Section 106 finding is included in the project file and summarized in the NEPA documentation as appropriate, and with consideration of confidentiality concerns.

C. Tier III Project Review

1. Tier III projects are all undertakings that the NDOR PQS determines cannot be processed as Tier I or Tier II projects (i.e., projects that result in a finding of no adverse effect or adverse effect). NDOR shall administratively complete Section 106 activities for these projects. NDOR shall compile and submit the Section 106 documentation to FHWA for review and approval. This documentation shall be prepared in accordance with 36 CFR 800.11(e). FHWA shall then submit the Section 106 documentation to NESHPO, and as appropriate, to other consulting parties in accordance with 36 CFR 800.11(e).

D. Reporting

1. NDOR PQS shall compile a complete list of Tier I, II, and III projects and submit that list to FHWA and NESHPO quarterly.

2. NDOR shall ensure that this list includes the county, project name and number, type of Tier, level of effort (i.e. desktop review, field survey) consultation measures, description of any NRHP Listed, eligible listed, or newly recommended eligible properties identified during Section 106 evaluations.

3. All cultural resource reports, site forms, and other documentation for undertakings completed during the quarter will be submitted to NESHPO by NDOR.

4. NDOR will provide the list to FHWA and to NESHPO who will review it for compliance with this Agreement. If there are objections regarding the manner in which the terms of this Agreement are being carried out, the parties to this Agreement will proceed with Stipulation XIII(C).

IX. THE SECTION 106 PROCESS

For all undertakings reviewed in pursuant to this Agreement, the NDOR PQS shall use the following process

A. Initiation of the Section 106 Process

1. NDOR shall establish the undertaking, determine if the undertaking is a type of activity that has the potential to cause effects on historic properties, and determine if the undertaking will occur on Tribal lands.

2. If NDOR determines that the undertaking is one with no potential to cause effects (Tier I), NDOR will document this decision in the NEPA documentation. Section 106 is complete, and NDOR shall continue to the next step in the project development process.

3. NDOR shall identify consulting parties, as defined in 36 CFR 800.2, during the early stages of Section 106 review. If NDOR initiates consultation with the NESHPO on the identification of consulting parties, the NESHPO shall have 15 days to comment or concur. NDOR shall inform FHWA regarding this consultation. If NESHPO does not respond within that time period, NDOR may assume that NESHPO has no objections and may proceed to the next step in the 106 process.

4. NDOR shall develop plans to involve the public, Tribes, and other consulting parties as appropriate.

5. NDOR shall begin consultation with consulting parties.

B. Identification of Historic Properties

1. Pursuant to 36 CFR 800.4(a), NDOR shall determine the scope of identification efforts, including determining and documenting the undertaking's area of potential effect (APE), as defined at 36 CFR 800.16(d). If NDOR initiates consultation with the NESHPO on the scope of the identification efforts and the definition of the APE, NESHPO shall have 15 days to comment or concur. NDOR shall inform FHWA regarding this consultation. If NESHPO does not respond within that time period, NDOR may assume that NESHPO has no objections and may proceed to the next step in the 106 process.

2. Pursuant to 36 CFR 800.4(b), NDOR shall ensure the identification of cultural resources that may be affected by an undertaking and gather information to evaluate the integrity and eligibility of these properties for listing in the NRHP.

3. NDOR shall obtain information through cultural resource surveys or other appropriate methods.

4. NDOR's identification of historic properties shall follow the Secretary of the Interior's Standards and Guidelines for Identification (48 FR 44720-23), and should be consistent with guidance issued by NESHPO, FHWA, NDOR, and any other guidance, methodologies, agreements, or protocols that FHWA, NDOR, and NESHPO agree should be used to identify properties, including those of other land-managing agencies.

5. If NDOR determines no historic properties are found to be present in the APE or that there are historic properties present within the APE but they will not be affected, the project will be processed as a Tier II project, in accordance with Stipulation VIII.B.

C. Evaluating Historic Significance

1. NDOR shall evaluate the historic significance of identified properties in accordance with 36 CFR 800.4(c), and shall make appropriate findings regarding eligibility. The NDOR PQS will identify boundaries, following standards set forth in National Register Bulletin 21, Defining Boundaries for National Register Properties. NDOR shall consult with NESHPO on the outcome of identification and evaluation of historic resources, as appropriate.

2. For undertakings that have properties that are determined by the NDOR PQS to be not eligible for inclusion in the NRHP, NDOR shall process the project as a Tier II project, in accordance with Stipulation VIII.B.

3. NDOR may simultaneously request NESHPO consultation review on findings of inventory, eligibility, and effect covered by 36 CFR 800.3 through 800.6, provided other consulting parties and the public are afforded an adequate opportunity to express their views pursuant to 36 CFR 800.2(d).

a) If NESHPO fails to comment on any findings contained in a NDOR consultation submission within 30 calendar days of receipt, NDOR may assume they have no objection and proceed to the next step in the consultation process pursuant to 36 CFR 800.3(c)(4).

4. Agreements regarding the NRHP eligibility of properties evaluated hereunder, and any disagreements pertaining thereto, shall be governed by 36 CFR 800.4(c)(2), except that in the event of a disagreement, NDOR shall first consult with the disagreeing party to resolve the disagreement.

a) If the disagreement cannot be resolved through informal consultation, NDOR shall notify FHWA, whereupon NDOR, FHWA, NESHPO; and any consulting party shall consult to resolve the disagreement in accordance with a time frame specified by FHWA.

b) If the disagreement is not resolved, FHWA shall refer the issue to the Keeper of the National Register to obtain a determination of eligibility.

D. Finding of Effect

1. No Historic Properties Affected

a) If the NDOR PQS determines that either there are no historic properties present or there are historic properties present within the APE, but the undertaking will have no effect on them as defined in 36 CFR 800.16(i), NDOR shall make and document a finding of no historic properties affected (36 CFR 800.4(d)(1)).

b) For projects NDOR processed as Tier II undertakings, NDOR shall document the findings in the reports that will be submitted at least quarterly to FHWA and NESHPO.

c) NDOR shall notify all consulting parties of the findings it makes for individual Tier II projects, consistent with the confidentiality provisions of 36 CFR 800.11 (c), prior to approving the undertaking.

2. No Adverse Effect

a) NDOR shall recommend a finding of no adverse effect if none of the undertaking's anticipated effects meet the Criteria of Adverse Effect under 36 CFR 800.5(a)(1), or if NDOR modifies the undertaking or imposes conditions that will avoid adverse effects to historic properties.

b) NDOR shall submit recommendation of effects and supporting documentation to FHWA for review and approval.

c) NDOR shall submit FHWA's finding of effect (FOE) and supporting documentation to all consulting parties for comment, and will request NESHPO concurrence on the finding.

d) NDOR may consult at any time, either formally or informally, with NESHPO regarding application of the Criteria of Adverse Effect. NDOR shall inform FHWA regarding this consultation.

e) If NESHPO, or another consulting party, objects within 30 days of receipt of a NDOR finding of no adverse effect, NDOR will notify FHWA, who will either consult to resolve the objection or request the Council to review the finding pursuant to 36 CFR 800.5(c)(2).

f) NDOR shall maintain a record of the finding and provide information on the finding to all consulting parties and the public on request, consistent with the confidentiality provisions of 36 CFR 800.11(c), prior to approving the undertaking.

3. Adverse Effect

a) Where the NDOR PQS determines adverse effects, as defined by the Criteria of Adverse Effect set forth in 36 CFR 800.5(a), cannot be avoided, NDOR shall make and document a finding of adverse effect for review by FHWA.

b) Prior to any finding of adverse effect, FHWA and/or NDOR may consult either formally or informally with NESHPO regarding application of the criteria of adverse effect.

c) Prior to any finding of adverse effect, FHWA or NDOR shall have informal discussion with Tribes or THPOs that ascribe traditional cultural and religious significance to affected historic properties. These discussions would not occur if Tribes or THPOs have advised FHWA that they are not interested in consultation due to geographic location or resource type.

4. Resolution of Adverse Effect

a) When a finding of adverse effect has been made by FHWA, NDOR shall, in consultation with FHWA, NESHPO, and other consulting parties evaluate alternatives or modifications to the project that would avoid, minimize, or mitigate adverse effects on historic properties. NDOR shall propose measures to resolve adverse effects, to be documented in a Memorandum of Agreement (MOA) or Programmatic Agreement.

b) NDOR shall make information available to the public, including the documentation specified in 36 CFR 800.11(e), subject to the confidentiality provisions of 36 CFR 800.11(c).

c) NDOR shall provide an opportunity for members of the public to express their views on resolving adverse effects of the project through a public meeting. FHWA, NDOR PQS, and NESHPO shall be invited to any public meeting. If appropriate, another public outreach method may be used through concurrence with FHWA. NDOR shall document those views and provide copy to FHWA and NESHPO.

d) For locally administered projects, NDOR PQS shall coordinate with the Project Proponent and the NDOR Public Involvement Coordinator to develop appropriate public outreach. NDOR shall provide an opportunity for members of the public to express their views on resolving adverse effects of the project. FHWA, NDOR PQS, and NESHPO shall be invited to any public meeting. If appropriate, another public outreach method may be used through concurrence with FHWA. NDOR shall document those views and provide copy to FHWA and NESHPO.

e) FHWA will notify the Council of the finding, pursuant to 36 CFR 800.6(a) (1), and that NDOR will be preparing a MOA to resolve adverse effects. NDOR will provide supporting documentation in accordance with 36 CFR 800.11(e), and determine Council participation pursuant to 36 CFR 800.6(a) (1).

(1) The Council shall advise the agency and the consulting parties whether it will participate within 15 days of receipt of notice.

f) After consideration of the views of all consulting parties and the public, if NDOR, FHWA, NESHPO and Council (if it has chosen to participate pursuant to 36 CFR 800 Appendix A) agree on how the adverse effects will be resolved, they shall execute an MOA, pursuant to 36 CFR 800.6(c).

g) A copy of the MOA shall be provided to each signatory, invited signatory, and concurring parties, as well as the Council (if they are not a signatory).

h) Once finalized, NDOR shall incorporate the measures to resolve adverse effects into the undertaking, and NDOR shall implement the undertaking.

i) If NDOR determines that an undertaking may adversely affect a National Historic Landmark, NDOR will notify FHWA, who shall request NESHPO, Council, and Secretary of the Interior, as well as any other consulting parties, to participate in consultation to resolve any adverse effects, pursuant to 36 CFR 800.10

5. Resolving Objections

a) If FHWA, NESHPO, and NDOR are unable to agree on measures to resolve the adverse effects of an undertaking pursuant to this stipulation, they shall invite the Council to participate in the resolution process pursuant to 36 CFR 800.6(b)(2).

b) If the parties fail to agree to measures to resolve the adverse effects, FHWA, NESHPO, or the Council may terminate consultation pursuant to 36 CFR 800.7(a). Upon termination, the signatories shall comply with the remaining requirements of 36 CFR 800.7.

X. EMERGENCY SITUATIONS

As defined by 36 CFR 800.12, emergencies are separated into two categories:

A. Disasters or emergencies declared by the President, a tribal government, or the Governor of a State or which respond to other immediate threats to life or property. These occurrences can require emergency highway system/facility repairs that are necessary to 1) protect the life, safety, or health of the public, 2) minimize the extent of damage to the highway system/facilities, 3) protect remaining highway facilities, or 4) restore essential traffic. In situations where this definition applies:

1. Repairs can occur regardless of funding category, and regardless of declarations made by federal, state, or local agencies. These emergency repairs, including temporary traffic operations, are typically undertaken during or immediately following the occurrence that necessitated the action.
 2. For projects where the repair must be made within the first 30 days of the occurrence of the event that caused the emergency or the declaration of the emergency by an appropriate authority, the processing of environmental documentation will happen concurrently or after the fact. In these cases, NDOR will comply with the procedures in Stipulations VIII and IX of this Agreement to the extent possible, but the reviews will likely be conducted after the emergency work is completed. For projects taking longer than 30 days for repair, NDOR will comply with the procedures outlined in Stipulations VIII and IX of this Agreement.
 3. Written notification or electronic mail (when appropriate) of an emergency action shall be provided to NESHPO, to FHWA and to THPOs and/or tribes as appropriate. The notice shall be clearly and prominently marked as an emergency notification, and shall include an explanation of how the action meets the requirements for emergency as defined herein and shall be processed as a Tier III project as described under this Agreement.
 4. Tribal consultation shall proceed pursuant to 36 CFR 800.12.
 5. Work required to restore the damaged resource or facility to its original condition that is beyond the scope of emergency repair will comply with the procedures in Stipulations VIII to IX of this Agreement. In these situations, NDOR may request an expedited review by NESHPO and consulting parties.
- B. In accordance with 36 CFR 800.12(d), emergencies that are defined by immediate rescue and salvage operations conducted to preserve life or property such as necessitated by natural disaster or other catastrophic events, are exempt from the provisions of Section 106 and this Agreement.

XI. POST-REVIEW DISCOVERIES

A. Planning for Subsequent Discoveries

1. When NDOR's identification efforts in accordance with Stipulation IX.B and NDOR Section 106 Guidelines indicate that historic properties are likely to be discovered during implementation of an undertaking, NDOR shall include in any environmental document a plan for discovery of such properties. Implementation of the plan as originally proposed, or modified as necessary owing to the nature and extent of the properties discovered, will be in accordance with 36 CFR 800.4-6.

B. Discoveries Made Prior to Project Construction

1. If previously unidentified archeological or historic properties or unanticipated effects are discovered after NDOR has completed its review under this Agreement and prior to commencement of project construction, NDOR, in consultation with NESHPO, shall carry out the applicable requirements of this Agreement. Specifically, NDOR shall make project effect recommendations as stipulated under this Agreement. If the effect finding is no adverse effect or adverse effect the project will be processed as a Tier III project under this Agreement.

C. Discoveries Made After Project Construction Begins

1. If previously unidentified historic properties, or unanticipated effects, are discovered after project construction begins, that portion of the project will stop immediately, in accordance with NDOR Standard Specification 107.10 (Appendix D).

2. The NDOR Construction Project Manager will immediately contact the NDOR Technical Documents Unit Program Manager who will notify FHWA within 24 hours of the discovery.

3. No further work in the area of discovery will proceed until FHWA determines that the requirements of 36 CFR 800.13 have been satisfied, including consultation with Tribes that may attach traditional religious and cultural significance to the discovered property.

4. NDOR will consult with FHWA, and NESHPO, as appropriate, to record, document and evaluate NRHP eligibility of the property and to determine project effect. The unanticipated discovery shall be processed pursuant to this Agreement as a Tier II or Tier III project. If the project's effect on the historic property will be no adverse or adverse, it will be processed as a Tier III project under this Agreement. FHWA will initiate consultation with Tribes as appropriate.

5. If the project's effect is determined to be adverse, NDOR shall design a plan for avoiding, minimizing, or mitigating adverse effects on the eligible property. FHWA shall consult with NESHPO, the Council and Tribes as a Tier III project under this Agreement.

6. If NESHPO, the Council, or a Tribe does not file an objection within 48 hours to NDOR's plan for addressing the discovery or resolving adverse effects, NDOR shall implement actions stipulated in the plan.

7. NDOR shall provide FHWA, a report of the actions when they are completed. FHWA shall provide NESHPO/THPO, the Tribe and the Council this report, as appropriate.

XII. TREATMENT OF HUMAN REMAINS

A. Depending on land ownership, Native American remains and any funerary objects, sacred objects, or objects of cultural patrimony (cultural objects) found on federal or tribal land within the APE shall be treated pursuant to the Native American Graves Protection and Repatriation Act (NAGPRA) of 1990 (25 U.S.C. 3001 et seq. and its implementing regulations (43 CFR 10, as amended) or the Nebraska Unmarked Human Burial Sites and Skeletal Remains Protection Act of 1989 if remains are found on non-federal or non-tribal land. If human remains are encountered during construction, all construction would cease at the location, the location would be secured by the NDOR Construction Project Manager, who would then proceed in a manner consistent with Stipulation XI.C.2 above.

XIII. ADMINISTRATIVE STIPULATIONS

A. Documentation

1. All documentation that NDOR develops to supports findings and determinations made under this Agreement shall be consistent with 36 CFR 800.11 and shall be in accordance with NDOR Section 106 Guidelines (2015), and its subsequent revisions or editions, as appendices to this Agreement, and with applicable guidelines and procedures of land-managing agencies that have jurisdiction over the land involved in the undertaking.
2. Documentation prepared by local agencies or their consultants in support of such findings shall be submitted to NDOR for review and approval by the NDOR PQS. NDOR shall transmit all documentation cited herein to NESHPO as stipulated by this Agreement. NDOR shall not transmit to FHWA or NESHPO any documentation that has not been reviewed and approved by the NDOR PQS.
3. All documentation prepared in support of this Agreement shall be kept on file at NDOR and made available to consulting parties and the public as stipulated by the Agreement, consistent with applicable confidentiality requirements [as described in 36 CFR 800.11(c)].
4. The NDOR PQS shall submit to NESHPO copies of all fieldwork reports, site forms, Reconnaissance Level Survey forms and any other relevant documents, at least quarterly.
5. For projects processed as Tier I and II projects, reports and forms will be submitted on a quarterly basis, in accordance with Stipulation VIII.D.

B. Monitoring Implementation of this Agreement

1. Compliance with this Agreement will be determined through a process review to be jointly conducted by FHWA and NDOR Environmental Staff with an invitation to NESHPO. Prior to any such meetings, the Council shall be notified at least 30 days in advance, and may participate at its discretion. The results of such reviews will be used to determine what agreement modifications, if any, may appropriately be made and to ensure compliance with the terms of the agreement. At the request of any other signatory party to this Agreement, FHWA shall ensure that one or more meetings are held to facilitate review of, and comment on, the report to address questions and issues, or to resolve adverse comments.

2. The first process review will occur within two (2) months of the initial report submittal, and the second review to occur within two (2) months after the first full fiscal year report submittal. For subsequent years, reviews will occur annually, within two (2) months of the annual report being issued, unless the FHWA, NDOR, and NESHPO all agree in writing that a review that year would be unnecessary. If all parties agree that a review of a fiscal year is not necessary, a review will be held the following year (not to surpass 2 full years without a review).

3. FHWA, NESHPO, and Council may review activities carried out pursuant to this Agreement. NDOR shall facilitate this review by compiling specific categories of information to document the effectiveness of the Agreement and by making this information available on an annual basis to FHWA, NESHPO, and Council in the form of a written report. Categories of information shall include, but are not limited to, a summary of actions taken under the Agreement, including all findings and determinations, accomplishments, public objections, and inadvertent effects or foreclosures. In the event of inadvertent effects of foreclosures, NDOR shall notify FHWA and NESHPO of the occurrence. The range and type of information included by NDOR in the written report and the manner in which this information is organized and presented must be such that it facilitates the ability of the reviewing parties to assess accurately the degree to which the Agreement and its manner of implementation constitute an efficient and effective program alternative under 36 CFR 800, and to determine whether this Agreement should remain in effect, and if so, whether and how it should be improved through appropriate amendment.

4. NDOR shall prepare the written report of these findings annually following execution of the Agreement. NDOR shall submit all annual reports to FHWA, NESHPO, and Council within 3 months of the end of the federal fiscal year (September 30), recognizing that the initial report will cover a partial fiscal year (from date of Agreement approval through to the end of that fiscal year) and insuring the first report under this Agreement would be submitted after the end of the federal fiscal year in which the Agreement is authorized.

5. NDOR shall provide notice to the public that the annual report herein prescribed is available for public inspection and ensure that potentially interested members of the public are made aware of its availability and that the public may comment to signatory parties on the report. FHWA and NDOR, in consultation with NESHPO shall identify the specific recipients of the public notice and outreach methodology.

6. In conjunction with the review of the reports prepared by NDOR pursuant to this Stipulation, the signatory parties shall consult to review the overall effectiveness and benefits of the Agreement, determine if its requirements are being met, decide if amendments to the Agreement are warranted, review the reporting format and categories for adequacy, and identify any other actions that may be needed in order to take into account the effects of the Highway Program on historic properties in Nebraska.

7. If any signatory party determines that NDOR is not meeting its responsibilities under this Agreement, measures will be taken to resolve the concerns with FHWA and the NDOR PQS, if appropriate. FHWA retains the authority to determine federal-aid eligibility for any project(s) which may have been processed in noncompliance of this Agreement, and retains the authority to rescind this Agreement.

C. Resolving Objections to Implementation of this Agreement

1. Should any signatory party object in writing to NDOR or FHWA regarding the manner in which the terms of this Agreement are carried out, FHWA will immediately notify the other signatory parties of the objection and proceed to consult with the objecting party to resolve the objection. FHWA will honor the request of any signatory party to participate in the consultation and will take any comments provided by such parties into account. FHWA shall establish a reasonable time frame for such consultations.

2. If the objection is resolved through consultation, FHWA may authorize the disputed action to proceed in accordance with the terms of such resolution.

3. If after initiating such consultation, FHWA determines that the objection cannot be resolved through consultation, FHWA, with the cooperation of NDOR, shall forward all documentation relevant to the objection to the Council and other signatory parties, including FHWA's proposed response to the objection. Within 30 days after receipt of all pertinent documentation, Council shall exercise one of the following options:

- a) Advise FHWA that Council concurs in FHWA's proposed response to the objection, whereupon FHWA will respond to the objection accordingly;
- or

b) Provide FHWA with recommendations, which FHWA shall take into account in reaching a final decision regarding its response to the objection; or

c) Notify FHWA that the objection will be referred for comment pursuant to 36 CFR 800.7(a) (4) and proceed to refer the objection and comment. In this event, FHWA shall ensure that the Agency Official is prepared to take the resulting comments into account in accordance with 36 CFR 800.7(c)(4).

4. Should Council not exercise one of the foregoing options within 30 days after receipt of all pertinent documentation, FHWA may proceed with the proposed response to the objection.

5. FHWA shall take into account any Council recommendation or comment and any comments from the other signatory parties to this Agreement in reaching a final decision regarding the objection. FHWA's responsibility to carry out all actions under this Agreement that are not the subject of the objection shall remain unchanged.

6. FHWA shall provide all other signatory parties to this Agreement with a written copy of its final decision regarding any objection addressed pursuant to this Stipulation.

7. FHWA may authorize any action subject to objection under this Stipulation to proceed, provided the objection has been resolved in accordance with the terms of this Stipulation.

8. At any time during implementation of the terms of this Agreement, should any member of the public raise an objection in writing pertaining to such implementation to any signatory party to this Agreement, that signatory party shall immediately notify FHWA. FHWA shall immediately notify the other signatory parties in writing of the objection. Any signatory party may choose to comment on the objection to FHWA. FHWA shall establish a reasonable time frame for this comment period. FHWA shall consider the objection, and in reaching its decision, FHWA will take all comments from the other signatory parties into account. Within 15 days following closure of the comment period, FHWA will render a decision regarding the objection and respond to the objecting party. FHWA will promptly notify the other signatory parties of its decision in writing, including a copy of the response to the objecting party. FHWA's decision regarding resolution of the objection will be final. Following the issuance of its final decision, FHWA may authorize the action subject to dispute hereunder to proceed in accordance with the terms of that decision.

D. Amendment

1. The Section 106 process also includes procedures for compliance with other applicable resources, which will be outlined in appendices to this Agreement by addendum. Such appendices shall include procedures and or Programmatic Agreements for Tribal Coordination, Certified Local Governments, and the Historic Bridge Inventory. Appendices shall be developed in coordination with the appropriate resource agencies. In addition, FHWA will facilitate discussions between NDOR, CLG's, and the Tribes.

2. Any signatory party to this Agreement may at any time propose amendments to the Agreement, whereupon all signatory parties shall consult to consider such amendment. This Agreement may be amended only upon written concurrence of all signatory parties.

3. Appendices to this Agreement may be individually amended through written agreement of the signatory parties without requiring amendment of the Agreement, unless the signatory parties through such consultation decide otherwise.

E. Termination

1. Any signatory party may terminate this Agreement. If this Agreement is not amended as provided for in Stipulation XIII. D, or if any signatory party proposes termination of this Agreement for other reasons, the party proposing termination shall notify the other signatory parties in writing, explain the reasons for proposing termination, and consult with the other parties for no more than 30 days to seek alternatives to termination.

2. Should such consultation fail, the signatory party proposing termination may terminate this Agreement by promptly notifying the other parties in writing.

3. Beginning with the date of termination, FHWA shall ensure that until and unless a new Agreement is executed for the actions covered by this Agreement, such undertakings shall be reviewed individually in accordance with 36 CFR 800.4-800.6.

F. Confidentiality

1. All parties to this Agreement acknowledge that information about historic properties, potential historic properties, or properties considered historic for purposes of this Agreement are or may be subject to Nebraska Revised Statute 84-712.05 and the provisions of Section 304 of NHPA. Nebraska Revised Statute 84-712.05 stipulates that records or portions of records may be withheld from the public if these records would reveal the location, character, or ownership of any known archaeological, historical, or paleontological site in Nebraska when necessary to protect the site from a reasonably held fear of theft, vandalism, or trespass. Section 304 allows the head of a Federal agency or other public official receiving grant assistance, after consultation with the Secretary of the Interior to withhold from disclosure to the public, information about the location, character, or ownership of a historic resource if the Federal agency determines that disclosure may 1) cause a significant invasion of privacy; 2) risk harm to the historic resource; or 3) impede the use of a traditional religious site by practitioners. Having so acknowledged, all parties to this Agreement will ensure that all actions and documentation prescribed by this Agreement are, where necessary, consistent with the requirements of Section 304 of the NHPA.

G. Duration of Agreement

1. This Agreement shall remain in effect for a period of five years after the date it takes effect, unless it is terminated prior to that time.

a) Six months prior to the end of the first year, NDOR shall notify all signatories in writing and shall facilitate a review of this Agreement. If there are no written objections from the signatories, the Agreement shall remain in effect for the remaining four year period.

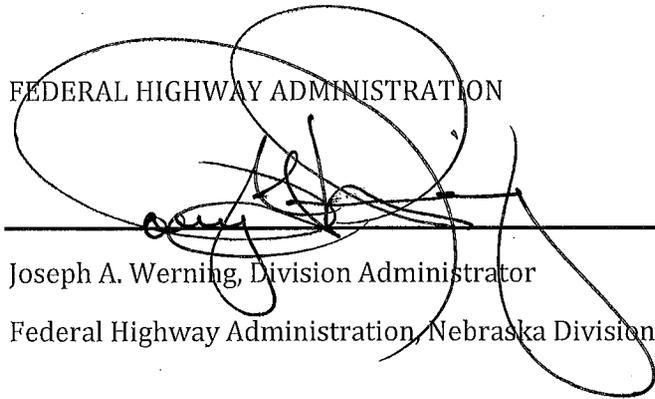
b) Six months prior to the conclusion of the initial five year period, NDOR shall notify all signatories in writing and will facilitate an interim review. All signatories must agree in writing that the Agreement shall remain in effect for another five years. If any party objects in writing to extending the Agreement, or proposes amendments, NDOR and FHWA will consult with the parties to consider amendments or other actions to avoid termination.

c) Nine months prior to the end of the ten year period, consultation shall begin with the signatories to negotiate a new agreement.

2. Execution of this Agreement by the FHWA, NESHPO, Council, and NDOR, and implementation of its terms evidence that FHWA and have taken into account the effects of the Highway Program and its individual undertakings on historic properties, afforded the Council an opportunity to comment, and has complied with Section 106 of the NHPA and 36 CFR 800 for the Highway Program and its individual undertakings.

SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION



7-1-15

Joseph A. Werning, Division Administrator
Federal Highway Administration, Nebraska Division

Date

NEBRASKA STATE HISTORIC PRESERVATION OFFICER

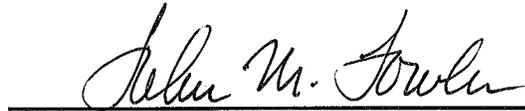


06-30-15

Michael J. Smith, Director
Nebraska State Historical Society

Date

ADVISORY COUNCIL ON HISTORIC PRESERVATION

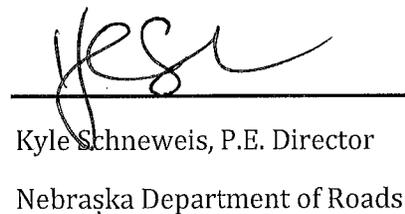


7/31/15

John M. Fowler, Executive Director
Advisory Council on Historic Preservation

Date

INVITED SIGNATORY



6/30/15

Kyle Schneeweis, P.E. Director
Nebraska Department of Roads

Date

Appendix A: List of Tribes

FHWA and NDOR identified and invited the following Tribes to be consulting parties to the Agreement and any joint FHWA and NDOR undertakings.

Apache Tribe of Oklahoma
PO Box 1330
Anadarko, OK 73005

PO Box 368
Macy, NE 68039
Mr. Thomas Parker
Tribal Historic Preservation Deputy
Omaha Tribe of Nebraska
P.O. Box 368
Macy, NE 68039

Cheyenne and Arapaho Tribes
100 Red Moon Circle
Concho, OK 73022

Mr. Calvin Harlan
Tribal Historic Preservation Officer
Omaha Tribe of Nebraska
P.O. Box 368
Macy, NE 68039

Ms. Lynette Gray
Tribal Historic Preservation Officer
Cheyenne & Arapaho Tribes
100 Redmoon Circle
P.O. Box 38
Concho, OK 73022

Oglala Sioux Tribe
PO Box 2070
Pine Ridge, SD 57770

Comanche Nation of Oklahoma
584 NW Bingo Rd
Lawton, OK 73507

Mr. Wilmer Mesteth
Tribal Historic Preservation Officer
Oglala Sioux Tribe
P.O. Box 2070
Pine Ridge SD 57770

Iowa Tribe of Kansas and Nebraska
3345 B. Thrasher Rd.
White Cloud, KS 66094

Otoe-Missouria Tribe
8151 Hwy 177
Red Rock, OK 74651

Mr. Lance Foster
Tribal Historic Preservation Officer
Iowa Tribe of Kansas & Nebraska
3345 B, Thrasher Rd
White Cloud KS 66094

Pawnee Nation of Oklahoma
PO Box 470
Pawnee, OK 74058

Iowa Tribe of Oklahoma
335588 E. 750 Road
Perkins, OK 74059

Kellie J. Poolaw
Tribal Historic Preservation Office Director
Pawnee Nation of Oklahoma
P.O. Box 470
Pawnee, OK 74058

Kaw Nation
PO Box 50
Kaw City, OK 74641

Kiowa Tribe
100 Kiowa Way
PO Box 369
Carnegie OK 73015

Ponca Tribe of Nebraska
PO Box 288
Niobrara, NE 68760

Omaha Tribe of Nebraska

Mr. Randy Teboe

Tribal Historic Preservation Officer
Ponca Tribe of Nebraska
P.O. Box 288
Niobrara, NE 68760
Rosebud Sioux Tribe
PO Box 430
Rosebud, SD 57570

Mr. Russell Eagle Bear
Tribal Historic Preservation Officer
Rosebud Sioux Tribe
PO Box 430
Rosebud, SD 57570-0430

Sac and Fox Nation of Missouri in Kansas and
Nebraska
305 North Main ST
Reserve, KS 66434

Santee Sioux Nation
Council Headquarters/Museum
108 Spirit Lake Avenue, West
Niobrara, NE 68760-7219

Mr. Richard Thomas
Tribal Historic Preservation Officer
Santee Sioux Nation
52948 Highway 12
Niobrara NE 68760

Winnebago Tribe of Nebraska
PO Box 687
Winnebago, NE 68071

Ms. Emily Smith-Deleon
Tribal Historic Preservation Officer
Winnebago Tribe
P.O. Box 687
Winnebago, NE 68071

Ms. Judi M. gaiashkibos,
Executive Director
Nebraska Commission on Indian Affairs
P.O. Box 94981
Lincoln, NE 68509

Appendix B: List of Certified Local Governments (2/23/2015)

FHWA and NDOR identified and invited the following Certified Local Governments to be consulting parties to the Agreement and any joint FHWA and NDOR undertakings.

City of Auburn
Kim Berger
1101 J St
Auburn, NE 68305

City of Fairbury
Laura Bedlan
612 D ST
Fairbury, NE 68352

City of Lincoln
Dr. Edward Zimmer
Historic Preservation Planner
555 S 10th ST, Ste 213
Lincoln, NE 68508

City of North Platte
Judy Clark
211 West 3rd ST
North Platte, NE 69101

City of Omaha
Trina Westman
Historic Preservation Administrator
1819 Farnam, Ste 1100
Omaha, NE 68183-1100

City of Plattsmouth
Irv Portis
136 N 5th ST
Plattsmouth, NE 68048

City of Red Cloud
Sue Meline
540 North Webster ST
Red Cloud, NE 68970

City of Sidney
Megan McGown
PO Box 79
Sidney, NE 69162

Appendix C

Activities that are Undertakings with No Potential to Cause Effects to Historic Properties Pursuant to 36 CFR 800.3(a) (1) as identified by FHWA, Nebraska Division, June 17, 2010.

Actions or Activities (Undertakings) that have “No Potential to Affect Historic Properties”

1. Guardrail and bridge rail repair and replacement. Conditions: New guardrail material is limited to in-kind replacement/repair (using similar materials) with any and all ground disturbance limited to existing fill material locations only, not to exceed the depth of the existing fill material.
2. Traffic signals, intersection lighting, pedestrian signals, underpass lighting, or railroad lighting within existing right-of-way. Conditions: New material utilized is limited to in-kind replacement/repair (using similar materials) on existing traffic devices. Any and all ground disturbance is limited to existing fill material locations only, not to exceed the depth of the fill material.
3. Maintenance and replacement of highway signs on existing poles, and new sign installation within existing fill material locations, with any fill material disturbances not to exceed the depth of the existing fill material.
4. Crack-sealing, pothole repair, overlaying, milling, resurfacing, installation of rumble strips, and pavement marking. Conditions: This activity does not include actions on brick streets. The maintenance or rehabilitation is limited to the existing surfaced areas with only minimal surface expansion, is the same as the existing vertical and horizontal alignments of the roadway, no ditching or drainage work is included, and all staging areas can be limited to existing paved or previously disturbed surfaces only (i.e., surfaces with little to no vegetation due to previous disturbance). Any and all ground disturbance is limited to previous fill material locations only, not to exceed the depth of the existing fill material.
5. Repair/Maintenance of right-of-way fencing, limited to repair/replacing fence wire and fence posts only on existing fence post locations. Condition: If any grading is required for access or installation of fencing, this authority does not apply.
6. Improving existing bicycle and pedestrian lanes and paths on their existing alignments. Conditions: Any and all ground disturbance is limited to existing fill material locations only, not to exceed the depth of the existing fill material.
7. Acquisition of scenic easements.
8. Approvals for disposal of excess right-of-way or for joint or limited use of the right-of-way for right-of-way previously purchased with Federal funds, provided no properties over 50 years old are located within the property.
9. Acquisition of land for hardship or protective purposes. Hardship and protective buying will be permitted only for a particular parcel or a limited number of parcels, as long as those parcels do not contain properties over 50 years old.
10. Improvements to existing maintenance facilities, rest areas (excluding I-80 rest areas), and truck weigh stations less than 50 years old. Condition: Any and all ground disturbance is limited to existing fill material locations only, not to exceed the depth of the existing fill material.

11. Repair/replacement of at-grade railroad crossing gates, lights, signs, and the rail crossing driving surface. Condition: work is limited to in-kind replacement/repair (signs to signs, gates to gates, etc.) with any and all ground disturbance limited to existing fill material locations only, not to exceed the depth of the existing fill material.
12. Grants for training, education, and research programs which do not involve construction.
13. Purchase of equipment or materials that do not lead to, or are a part of, a construction activity.
14. Visual bridge inspections.

Appendix D

NDOR Standard Specification 107.10 – Archaeological and Paleontological Discoveries (2007)

Should the contractor encounter any fossils, meteorites, Native American relics, or other articles of historical or geological interest, such articles shall become the property of the State. The Engineer shall be promptly notified when any such articles are uncovered, and the Contractor shall suspend operations in the area involved until such time that arrangements are made for their removal and preservation.

14.D.Resolution No. R24-14 approving Interlocal Cooperation Agreement with City of Schuyler and Colfax County for use of shooting range.

RESOLUTION NO. R24-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHUYLER, NEBRASKA, COLFAX COUNTY, NEBRASKA, AND THE CITY OF COLUMBUS, NEBRASKA, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH.

WHEREAS, the City of Schuyler and Colfax County have a site suitable for a firearm shooting range for law enforcement officer training/practice; and

WHEREAS, the City of Columbus desires the police department to have the ability to use said facility; and

WHEREAS, the parties have reached an Interlocal Cooperation Agreement to allow the City of Columbus to use said firearm shooting range for law enforcement officer training/practice.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Interlocal Cooperation Agreement between the City of Schuyler, Nebraska, Colfax County, Nebraska, and the City of Columbus, Nebraska, 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 _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**Columbus Police Department
Memorandum
For Record**

DATE: January 30, 2024,

TO: City Administrator Tara Vasicek

FROM: Captain Douglas Molczyk

THROUGH: Chief Charles Sherer

SUBJECT: Shooting Range Interlocal Agreement

RECOMMENDATION:

The Police Department would recommend the approval of the interlocal agreement between the City of Schuyler and Colfax County for the use of the shooting range owned by City of Schuyler. The cost for the City of Columbus would be \$700 dollars per year.

DISCUSSION:

The Columbus Police Department lost the lease on the land that we used as a shooting range back in 2022. Since that time, we have been using land owned by Loup Public Power, which is located on Loop Canal.

The area at the Loup Canal was never designed to be used as a range, while it works as a temporary solution and can be utilized as a rapid way to do our yearly qualifications, we believe that this agreement will work better. Schuyler and Colfax County have developed a shooting range that will allow us to expand our firearms training and it is designed very well.

At the price of \$700 dollars a year it is half of what we paid for our old range.

Total price \$700.

FISCAL IMPACT:

This can be taken out of our training budget this year and moved into our yearly lease fees next year.

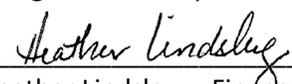
ALTERNATIVES:

Do not enter into the lease and work with the Loup Location solely.

SIGNATURE:

By: 
Douglas M. Molczyk – Police Captain

Approved: 
Charles Sherer – Chief of Police

Approved: 
Heather Lindsley – Finance Director

Approved: 
Tara Vasicek – City Administrator

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 5th day of February, 2024, by and between the City of Schuyler, Nebraska, a Nebraska Municipal Corporation, hereinafter referred to as "Schuyler", Colfax County, Nebraska, a Nebraska Political Subdivision, hereinafter referred to as "Colfax", and the City of Columbus, Nebraska, a Nebraska Municipal Corporation, hereinafter referred to as "Columbus" by and through their respective governing bodies.

WHEREAS, Nebraska Revised Statute Section 13-801 through 13-827 et. seq., R. R. S. 1943 (Reissue 2022), the "Nebraska Interlocal Cooperation Act" authorizes the parties hereto to unite their efforts and resources to make the most efficient use of their taxing authority and other powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other facts influencing the needs and development of local communities and the parties hereto and to accomplish the intent of this agreement; and

WHEREAS, the parties hereto have a joint concern regarding the continued training for firearms for law enforcement officers employed by Schuyler, Colfax and Columbus respectively and providing a suitable location for such firearm practice and training. That Schuyler and Colfax have previously located a site suitable for such law enforcement officer training/practice for a firearm shooting range and they have been jointly using the following described property owned by Schuyler for such use, to-wit:

Northeast Quarter of the Southeast Quarter of Section Fourteen (14), Township Seventeen (17), North, Range Three (3), East of the 6th P.M., in Colfax County, Nebraska, less the following exception: A parcel of land bounded and described as follows, to-wit: Commencing at the northwest corner of the Northeast Quarter of the Southeast Quarter of Section Fourteen (14), Township Seventeen (17), North, Range Three (3), East of the 6th P.M., in Colfax County, Nebraska, thence East on the east-west centerline of said Section Fourteen (14) a distance of 210.0 feet to a point; thence Southeasterly at an interior angle of 93°-59' a distance of 320.0 feet to a point; thence Southwesterly at an interior angle of 128°-15' a distance of 311.8 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter of said Section Fourteen (14); thence North on the West line of the Northeast Quarter of the Southeast Quarter of said Section Fourteen (14) a distance of 528.7 feet to the point of beginning and containing 2.17 acres, more or less.

WHEREAS, Columbus has now requested use of the foregoing described range property for such firearm practice and training.

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual covenants hereinafter expressed, the parties agree as follows:

SCOPE OF PROJECT:

Schuyler and Colfax have previously located a suitable site for law enforcement officer training and practice for a firearm shooting range located at the southeast end of City of Schuyler and with such property being owned by Schuyler as set forth above and Schuyler and Colfax have jointly cooperated in making such site a suitable and safe site for the participating law enforcement officers and all parties hereto shall continue to use such site as a suitable and safe site for the participating law enforcement officers and also for the protection of neighboring property and individuals including residences and their occupants near the firearm practice and training site as well as those individuals using adjacent Schuyler owned property for soccer or landfill uses. The parties hereto shall continue to provide sufficient fill dirt and other protective devices to make for a safe location for such firearm shooting range activities and shall cooperate in providing and paying for such fill dirt as hereinafter described.

SCHUYLER'S CONTRIBUTIONS:

Schuyler has provided the location of the property in the southeast corner of the legally described property as set forth above with such property also being used for soccer purposes and landfill purposes although the specific site for the firearm shooting range is to the south and east of such uses on such property. Schuyler has also contributed a building to the site. Schuyler will continue to provide monetary contribution to include providing and/or paying for at least one-half of the dirt fill needed to make this site continuously safe which shall be jointly decided by the Chief of the Schuyler City Police Department and the Sheriff of the Colfax County Sheriff's Department. Schuyler shall provide liability insurance in an amount of at least \$2,000,000.00 for such location and use as described herein and will provide a copy of such certificate of insurance to the other parties upon request.

COLFAX'S CONTRIBUTIONS:

Colfax's monetary contribution shall include providing and/or paying for at least one-half of the dirt fill needed to make this site continuously safe which shall be jointly decided by the Chief of the Schuyler City Police Department and Sheriff of the Colfax County Sheriff's Department. Colfax shall provide liability insurance in an amount of at least \$2,000,000.00 for such location and use as described herein and will provide a copy of such certificate of insurance to the other parties upon request.

COLUMBUS' CONTRIBUTIONS:

Columbus's monetary contribution shall be in the amount of \$700.00, all payable in full to the City of Schuyler, Nebraska, which payment shall be made annually at the anniversary of this Interlocal Cooperation Agreement and which payment shall be used for continual upkeep of the project site, only, said money to be placed in the police fund account for Schuyler budget purposes. Columbus shall also provide liability insurance coverage for their officers and this location and proposed use in an amount of at least \$2,000,000.00 and will provide a copy of such certificate of insurance to the other parties upon request. In the event Schuyler terminates this agreement and the site is no longer available for use by Columbus, Columbus shall receive a prorated refund of the \$700 annual payment paid for that annual term.

ADMINISTRATION:

A separate legal entity to conduct the joint and cooperative undertaking of this agreement shall not be established. The Schuyler City Administrator, Schuyler Chief of Police, Columbus City Administrator, Columbus Chief of Police, Colfax County Clerk, and Colfax County Sheriff shall be jointly responsible for administering the undertaking of this agreement. This agreement shall be executed in triplicate with one original being filed with the Schuyler City Clerk's office, Colfax County Clerk's office, and Columbus City Clerk's office. The Schuyler Chief of Police, Columbus Chief of Police, and the Colfax County Sheriff agree to continue to inform the Schuyler City Administrator, Columbus City Administrator, and Colfax County Clerk as to the status and needs of the project contemplated by this agreement.

TERMINATION:

Any party, Schuyler, Colfax, or Columbus, may terminate their involvement with this agreement by giving written notice to the other two parties at least 60 days in advance. Otherwise, this agreement shall be continued in full force and effect until terminated, amended, or supplemented with the agreement of the parties. If only one party terminates this agreement, the remaining parties may mutually agree to continue this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates occurring directly below and adjacent to their signatures.

City of Schuyler, a Nebraska Municipal Corporation

By: _____ Dated: _____
Art Lindberg, Mayor

City of Columbus, a Nebraska Municipal Corporation

By: _____ Dated: _____
James Bulkley, Mayor

Colfax County, Nebraska, a Nebraska Political Subdivision

By: _____ Dated: _____
Chairperson, County Board of Commissioners

15. ORDINANCES ON FIRST READING

15.A. Ordinance No. 24-02 amending city code to authorize the selling or distribution of food, drink, and other refreshments in any park through a special event permit.

ORDINANCE NO. 24-_____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTIONS 97.01 OF CHAPTER 97 OF TITLE IX OF ORDINANCE NO. _____ (COLUMBUS CITY CODE) TO ALLOW FOR THE SELLING AND DISTRIBUTION OF FRUITS, CANDIES, POPCOR, PEANUTS, ICECREAM, FOOD, DRINK, AND OTHER REFRESHMENTS IN ANY PARK THROUGH A SPECIAL EVENT PERMIT APPLICATION PROCESS ~~AND THE CLIENT TO BE SUBJECT TO AUTHORIZATION BY APPROVAE OF A SPECIAL EVERNT PERMIT APPLICATION;~~ 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 97.01 of Chapter 97 of Title IX of the Columbus City Code be amended and revised to read as follows:

§ 97.01 RULES AND REGULATIONS.

The following rules to regulate the use, occupancy, and the conduct of persons in or upon all parks and park properties of the City are hereby established.

- (A) It shall be unlawful for any person to drive or propel any motor vehicle or drive any horse or other animal in, over, or through any park, except along and upon the park roads or parkways, or to drive or propel along or over any park roads or parkways, any heavily laden motor vehicle or any motor vehicle carrying or ordinarily used in carrying merchandise, goods, tools, material, or rubbish or any moving van or truck except during construction of anything in any City park or for regular maintenance.
- (B) It shall be unlawful for any person to drive, operate, or propel over or along any park road any vehicle, motor vehicle, motorcycle, or to drive or ride any horse or other animal, at a greater speed than 20 miles per hour.
- (C) Except as provided below in this division, it shall be unlawful for any person to place or erect any structure, sign, bulletin board, post, pole, or advertising device of any kind whatsoever in any park or to attach any notice, bill, poster, sign, wire, rod or cord to any tree, shrub, fence, railing, post or other structure within any park except as follows:
 - (1) An organization or individual may make written application to the Board of Parks Commissioners for permission to sell advertising space by a permanent or seasonal display in any park. A list of the advertisers will be provided to the Board of Parks Commissioners before any signs are placed in any park. The Board of Parks Commissioners has the discretion to authorize such signage in park facilities.

- (2) Any revenues received from such approved signage will need to be reported to the Board of Parks Commissioners in an annual financial report with separate itemizations for each advertiser. In addition, the applicant needs to report the intended uses of the revenue.
- (3) The Board of Parks Commissioners reserve the right to order the removal of any permitted signs which are causing damage to the park facilities or when the sign has been vandalized or damaged. The City will not be responsible for the construction, repair, maintenance or installation of any signs. The City will not be responsible for storage of signs and will require signs to be removed in a timely manner at the end of the season.
- (4) Particular signs which are signs for a one time weekly or monthly event may be approved by the Public Property Director or the Park Superintendent.
- (D) It shall be unlawful for any person to remove, destroy, mutilate or deface any structure, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, tree, shrub, fern, plant, flower or other property in any park.
- (E) It shall be unlawful for any person to allow or permit any dog to be in the following fields or stadiums of the City park system: Pawnee Park football stadium, field and track; Pawnee Park baseball field; Wilderness Park; Bradshaw Park; Berne Square; Centennial Park ballfield area; Gerrard Park softball field area; Glur Park football field area; provided, however, that those individuals that have service dogs shall be exempt from this provision.
- (F) It shall be unlawful for any person to shoot, fire, or explode any firearms or high explosives (to include fireworks) or to carry any firearm in any park.
- (G) It shall be unlawful for any person to walk, stand, sit, or climb on any border, flower bed, monument, vase, fountain, railing, or fence in any park.
- (H) It shall be unlawful for any person to in any manner tease, annoy, disturb, molest, catch, injure or kill, or throw any stones or missile of any kind at, or strike with any stick or weapon any bird, fowl, or animal in any park.
- (I) It shall be unlawful for any person to engage in or ply the vocation of a solicitor, agent, vagrant, peddler, beggar, strolling musician, organ grinder, or showman in any park, except such persons as are authorized by the Board of Parks Commissioners.
- (J) It shall be unlawful for any person to sell or distribute food, drinks, and other refreshments ~~fruits, candies, popcorn, peanuts, ice cream and the like~~ in any park, except and unless such persons apply for authorization and are in fact approved through the City's Special Event Packet application process (as may be amended from time to time) as are authorized by the Board of Parks Commissioners.
- (K) It shall be unlawful for any person to distribute any type of flyer, either advertising, promotional or political reasons, or to make political speeches of any kind unless authorized by the Board of Parks Commissioners.
- (L) It shall be unlawful for any person to conduct or carry on any game of chance in any park.
- (M) It shall be unlawful for any person to conduct or carry on any boisterous or insulting language, or to be guilty of any disorderly, lewd, or lascivious conduct of any kind in any park.
- (N) It shall be unlawful for any intoxicated person to enter or remain within any park.

- (O) It shall be unlawful for any person to make a camp adjacent to or within any park unless authorized by the Board of Parks Commissioners, the Fire Chief, or the Park Superintendent. It shall also be unlawful to kindle a fire or to kindle any type of fire for purposes of cooking, except in grills located throughout the parks or in safe privately owned barbecue grills. All such cooking fires may be temporarily banned by the Fire Chief, the Police Chief, or the Park Superintendent if climate conditions are deemed to create a high risk of uncontrolled fire.
- (P) It shall be unlawful for anyone to be in any City park designated in § 32.019 between the hours of 12:00 midnight and 5:00 a.m., except upon the authority of the City Council granted by resolution.
- (Q) It shall be unlawful to propel or have any wheeled vehicle except for wheel chairs and maintenance vehicles upon sidewalks at Wilderness Park.
- (R) It shall be unlawful to conduct any activities, recreational or not, on the tennis courts of Pawnee Park other than tennis and pickleball. It shall be unlawful to conduct any activities on the tennis courts of Centennial Park and Gerrard Park, recreational or not, other than tennis, pickleball and basketball.
- (S) It shall be unlawful for any person to loiter in the parking lot of any city park. For the purposes of this section **LOITER** shall mean:
 - (1) The remaining at or being in the park's parking lot for more than ten minutes when not using said park's other recreational amenities for their approved and intended purposes (unless authorized to do so by permit);
 - (2) The remaining at or being in the park's parking lot for more than ten minutes at a time without going to or coming from said park's other recreational amenities (unless authorized to do so by permit); or
 - (3) The unreasonable obstructing of or interfering with the free passage of any person or vehicle in said parking lot.

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 _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 24-02

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 97.01 OF CHAPTER 97 OF TITLE IX OF ORDINANCE NO. 24-01 (COLUMBUS CITY CODE) TO ALLOW FOR THE SELLING AND DISTRIBUTION OF FOOD, DRINK, AND OTHER REFRESHMENTS IN ANY PARK THROUGH A SPECIAL EVENT PERMIT; 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 97.01 of Chapter 97 of Title IX of the Columbus City Code be amended and revised to read as follows:

§ 97.01 RULES AND REGULATIONS.

The following rules to regulate the use, occupancy, and the conduct of persons in or upon all parks and park properties of the city are hereby established.

- (A) It shall be unlawful for any person to drive or propel any motor vehicle or drive any horse or other animal in, over, or through any park, except along and upon the park roads or parkways, or to drive or propel along or over any park roads or parkways, any heavily laden motor vehicle or any motor vehicle carrying or ordinarily used in carrying merchandise, goods, tools, material, or rubbish or any moving van or truck except during construction of anything in any city park or for regular maintenance.
- (B) It shall be unlawful for any person to drive, operate, or propel over or along any park road any vehicle, motor vehicle, motorcycle, or to drive or ride any horse or other animal, at a greater speed than 20 miles per hour.
- (C) Except as provided below in this division, it shall be unlawful for any person to place or erect any structure, sign, bulletin board, post, pole, or advertising device of any kind whatsoever in any park or to attach any notice, bill, poster, sign, wire, rod, or cord to any tree, shrub, fence, railing, post, or other structure within any park except as follows:
 - (1) An organization or individual may make written application to the Board of Parks Commissioners for permission to sell advertising space by a permanent or seasonal display in any park. A list of the advertisers will be provided to the Board of Parks Commissioners before any signs are placed in any park. The Board of Parks Commissioners has the discretion to authorize such signage in park facilities.
 - (2) Any revenues received from such approved signage will need to be reported to the Board of Parks Commissioners in an annual financial report with separate itemizations for each advertiser. In addition, the applicant needs to report the intended uses of the revenue.
 - (3) The Board of Parks Commissioners reserve the right to order the removal

of any permitted signs which are causing damage to the park facilities or when the sign has been vandalized or damaged. The city will not be responsible for the construction, repair, maintenance, or installation of any signs. The city will not be responsible for storage of signs and will require signs to be removed in a timely manner at the end of the season.

- (4) Particular signs which are signs for a one time weekly or monthly event may be approved by the Public Property Director or the Park Superintendent.
- (D) It shall be unlawful for any person to remove, destroy, mutilate, or deface any structure, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, tree, shrub, fern, plant, flower, or other property in any park.
- (E) It shall be unlawful for any person to allow or permit any dog to be in the following fields or stadiums of the city park system: Pawnee Park football stadium, field, and track; Pawnee Park baseball field; Wilderness Park; Bradshaw Park; Berne Square; Centennial Park ballfield area; Gerrard Park softball field area; Glur Park football field area; provided, however, that those individuals that have service dogs shall be exempt from this provision.
- (F) It shall be unlawful for any person to shoot, fire, or explode any firearms or high explosives (to include fireworks) or to carry any firearm in any park.
- (G) It shall be unlawful for any person to walk, stand, sit, or climb on any border, flower bed, monument, vase, fountain, railing, or fence in any park.
- (H) It shall be unlawful for any person in any manner to tease, annoy, disturb, molest, catch, injure or kill, or throw any stones or missile of any kind at, or strike with any stick or weapon any bird, fowl, or animal in any park.
- (I) It shall be unlawful for any person to engage in or ply the vocation of a solicitor, agent, vagrant, peddler, beggar, strolling musician, organ grinder, or showman in any park, except such persons as are authorized by the Board of Parks Commissioners.
- (J) It shall be unlawful for any person to sell or distribute food, drinks, and other refreshments in any park, except and unless such persons apply for authorization and are in fact approved through the city's special event permit application process (as may be amended from time to time).
- (K) It shall be unlawful for any person to distribute any type of flyer, either advertising, promotional or political reasons, or to make political speeches of any kind unless authorized by the Board of Parks Commissioners.
- (L) It shall be unlawful for any person to conduct or carry on any game of chance in any park.
- (M) It shall be unlawful for any person to conduct or carry on any boisterous or insulting language, or to be guilty of any disorderly, lewd, or lascivious conduct of any kind in any park.
- (N) It shall be unlawful for any intoxicated person to enter or remain within any park.
- (O) It shall be unlawful for any person to make a camp adjacent to or within any park unless authorized by the Board of Parks Commissioners, Fire Chief, or Park Superintendent. It shall also be unlawful to kindle a fire or to kindle any type of fire for purposes of cooking, except in grills located throughout the parks or in safe privately-owned barbecue grills. All such cooking fires may be temporarily banned by the Fire Chief, Police Chief, or Park Superintendent if climate conditions are deemed to create a high risk of uncontrolled fire.

- (P) It shall be unlawful for anyone to be in any city park designated in § 32.019 between the hours of 12:00 midnight and 5:00 a.m., except upon the authority of the City Council granted by resolution.
- (Q) It shall be unlawful to propel or have any wheeled vehicle except for wheel chairs and maintenance vehicles upon sidewalks at Wilderness Park.
- (R) It shall be unlawful to conduct any activities, recreational or not, on the tennis courts of Pawnee Park other than tennis and pickleball. It shall be unlawful to conduct any activities on the tennis courts of Centennial Park and Gerrard Park, recreational or not, other than tennis, pickleball, and basketball.
- (S) It shall be unlawful for any person to loiter in the parking lot of any city park. For the purposes of this section **LOITER** shall mean:
 - (1) The remaining at or being in the park's parking lot for more than ten minutes when not using said park's other recreational amenities for their approved and intended purposes (unless authorized to do so by permit);
 - (2) The remaining at or being in the park's parking lot for more than ten minutes at a time without going to or coming from said park's other recreational amenities (unless authorized to do so by permit); or
 - (3) The unreasonable obstructing of or interfering with the free passage of any person or vehicle in said parking lot.

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 _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Parks and Recreation Department
402-562-4234
Email: parksandrec@columbusne.us
www.columbusne.us

DATE: 1/22/2024
FROM: Betsy Eckhardt, Park and Recreation Director
TO: Mayor and City Council
RE: Adoption of City Code

RECOMMENDATION:

I recommend approval of the amendment of city code.

DISCUSSION:

We are wanting to amend the city code to reflect that the selling or distribution of fruits, candies, popcorn, peanuts, ice cream and the like to be approved through the Special Event Permit as opposed to waiting for the Board of Parks Commissioners. This would allow events and event hosts to plan and have approval in a timely manner as the Board of Parks Commissioners only meets once a month.

SIGNATURE:

By: Betsy Eckhardt

Approved By: [Signature]

15.B. Ordinance No. 24-03 amending Ordinance No. 10-38 creating the Community Development Agency to include the mayor as a member.

DRAFT

ORDINANCE NO. 24-03

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING CERTAIN PROVISIONS OF ORDINANCE NO. 10-38, WHICH CREATED THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, TO ESTABLISH THAT THE COMMUNITY DEVELOPMENT AGENCY SHALL CONSIST OF THE MAYOR AND CITY COUNCIL.

WHEREAS, on December 6, 2010, the Mayor and City Council of the City of Columbus, Nebraska (the "City"), adopted Ordinance No. 10-38, which created the Community Development Agency of the City for the purposes stated therein; and

WHEREAS, Ordinance No. 10-38 established that the Community Development Agency shall consist of the City Council of the City; and

WHEREAS, the Mayor and City Council wish to amend such provision to include the Mayor as part of the Community Development Agency, and to act as its chairperson; and

WHEREAS, except as explicitly amended hereby, the terms of Ordinance No. 10-38 shall remain in full force and effect and are incorporated herein.

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

Section 1. Section 3 of Ordinance No. 10-38 is hereby repealed and replaced in its entirety with the following:

That the Community Development Agency of the City of Columbus shall consist of the Mayor and City Council of the City of Columbus. The Mayor shall act as chairperson of the Community Development Agency. In the absence of the Mayor, the City Council chairperson shall be the acting chairperson of the Community Development Agency.

Section 2. Except as modified hereby, Ordinance No. 10-38 shall remain in full legal force and effect.

Section 3. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance, are, to the extent of such conflict(s) arising after the passage of this Ordinance, hereby repealed.

Section 4. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city offices.

Section 5. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid, the validity of the remainder hereof shall not be affected thereby.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY



City Clerk's Office
(402) 562-4224
Email: cclerk@columbusne.us
www.columbusne.us

DATE: January 29, 2024
FROM: Janelle Kline, City Clerk
TO: Mayor and City Council
RE: Addition of the mayor as a member of the Community Development Agency

RECOMMENDATION:

I recommend approval of an amendment to Ordinance No. 10-38 to add that the Community Development Agency shall also consist of the mayor.

DISCUSSION:

On December 6, 2010, Ordinance No. 10-38 was adopted to establish a Community Development Agency, to consist of the city council, in lieu of the Community Redevelopment Authority. The Community Development Agency adopts resolutions authorizing the council president to execute redevelopment contracts as well as any other documents relating to the contract. It may be weeks after the contract has been executed before the related documents are received and they are generally time-sensitive, sometimes making it difficult for the council president to be available to sign.

By: 

Approved by: 



15.C. Ordinance No. 24-04 amending city code by adding Chapter 116 to impose an occupation tax on mechanical amusement devices and games of skill with betting capabilities.

ORDINANCE NO. 24-04

AN ORDINANCE OF THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, AMENDING ORDINANCE NO. 24-01 (COLUMBUS CITY CODE) BY ENACTING CHAPTER 116 OF TITLE XI ENTITLED "GAMES OF SKILL/MECHANICAL AMUSEMENT DEVICES" TO IMPOSE AN OCCUPATION TAX ON GAMES OF SKILL WITH BETTING CAPABILITIES AND MECHANICAL AMUSEMENT DEVICES WITHIN THE CITY OF COLUMBUS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION IN PAMPHLET FORM THEREOF.

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

Section 1. That Chapter 116, entitled "Games of Skill", of Title XI "Business Regulations" of the Columbus City Code is hereby enacted and created and shall read as follows:

CHAPTER 116 GAMES OF SKILL / MECHANICAL AMUSEMENT DEVICES

§ 116.01 DEFINITIONS

For the purposes of Title XI of the Code of the City of Columbus and this Chapter, the definitions found in the Mechanical Amusement Device Tax Act, Neb. Rev. Stat. §§ 77-3001 through 77-3011, as may be amended from time to time, shall be used. Further, the phrase "with betting capabilities" as used in the chapter refers to those machines that are considered "cash devices" under the Mechanical Amusement Device Tax Act.

§ 116.02 OCCUPATION TAX IMPOSED; COLLECTION OF TAX

- A) Effective January 1, 2025, an annual occupation tax is hereby imposed on any and all persons or companies engaged in the occupation of conducting mechanical amusement devices and/or games of skill with betting capabilities within the City of Columbus as cited in the Columbus City Code § 116.01. The occupation tax owed is as follows:
- 1) Mechanical Amusement Device: \$35 per machine
 - 2) Games of skill with betting capabilities: \$250 per machine
 - i) Games of skill with betting capabilities are considered mechanical amusement devices. However, the required occupational tax in the amount of three hundred dollars (\$300.00) per machine for a mechanical amusement device is considered a part of and included in the occupational tax in the amount of five hundred dollars (\$500.00) per machine for a game of skill with betting capabilities. Therefore, the entire occupational tax owed under this Chapter for a game of skill with betting capabilities is five hundred dollars (\$500.00).
- B) Payment of this occupation tax is due and payable on December 1st of each year. Said occupation tax shall be paid to the City Finance Director at the time herein provided. A copy of the current license from the Department of

Revenue, as set forth in Columbus City Code § 116.03, and a completed application form prescribed and furnished by the City are required to be submitted to the City Finance Director at the same time as the occupation tax payment. A tag for each mechanical amusement device and game of skill with betting capabilities will be issued by the City and must be attached to the machine by the applicant prior to January 1st. In case any persons or companies engaged in the occupation of conducting mechanical amusement devices and/or games of skill with betting capabilities shall fail to make payment of the occupation tax and submit the required application form and copy of license from the Department of Revenue provided for by this chapter at the time specified for such payment, the City shall have the right to sue any such person or company in any court of competent jurisdiction for the amount of such occupation tax due and payable under the terms and provisions of this chapter and may recover judgment against any such person or company for such amount so due, together with interest and penalties, and may have execution thereon.

- C) In the event a mechanical amusement device or game of skill with betting capabilities is relocated to another location within the city, that machine will be exempt from an additional occupation tax for that year. In the event a mechanical amusement device or game of skill with betting capabilities is replaced with a new machine, that new machine will be subject to the occupation tax as described in this chapter.

§ 116.03 LOCATION OF TAG

The tag issued by the City for each authorized for each mechanical amusement device and game of skill with betting capabilities shall be displayed and attached to said machine in a place that is readily viewable to any person operating said device.

§ 116.04 PROHIBITION

It shall be unlawful for any person or company to engage in the occupation of conducting the use of games of skill with betting capabilities within the City of Columbus without first obtaining a license from the Department of Revenue pursuant to the Mechanical Amusement Device Tax Act, Neb. Rev. Stat. §§ 77-3001 through 77-3011, as may be amended from time to time.

§ 116.05 RIGHT OF ENTRY

All police officers of the City are hereby authorized to enter at any time upon any premises of any person or company engaged in the occupation of conducting the use of games of skill with betting capabilities within the City of Columbus to determine whether any of the provisions of this Chapter or any rules or regulations adopted by the City or by the State have been or are being violated, and at such time to examine sufficiently the premises of the person or company in connection therewith. All persons or companies engaged in the occupation of conducting the use of games of skill with betting capabilities within the City of Columbus shall further make available to all police officers of the City, at any officer's request, the licensee's books and records related to games of skill with betting capabilities, specifically including any and all video surveillance footage of the licensed premises.

§ 116.06 VIOLATION; PENALTY

Any person violating any provision of this chapter for which no specific penalty is

prescribed shall be subject to § 10.99.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by Neb. Rev. Stat. § 16-405 with distribution to be made by making copies available to the public upon request at the City office.

Section 4. If any sections, subsections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause, or phrase of this ordinance shall be declared invalid, unenforceable, or unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unenforceability, or unconstitutionality shall not affect any of the remaining sections, subsections, paragraphs, sentences, clauses, or phrases of this ordinance.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

MEMORANDUM

DATE: February 1, 2024

FROM: Tara Vasicek, City Administrator 

TO: Mayor and City Council

RE: Occupation Tax on Games of Skill/Mechanical Amusement Devices

RECOMMENDATION:

To approve the ordinance establishing an occupation tax on games of skill with betting capabilities and mechanical amusement devices.

DISCUSSION:

The State of Nebraska has established that the gross receipts from the operation of mechanical amusement devices are exempt from sales tax. The state has enacted an occupation tax and license fee in lieu of sales or use tax on these receipts.

Municipalities across the state are seeing a sharp increase in the number of 'games of skill' machines in conveniences stores, bars, etc. The League of Municipalities and communities across the state are beginning to enact an occupation tax, similar to the state. As you all know in 2020, Nebraska voters authorized 'games of chance' at establishments with a current horse racing license. Those facilities have a special game tax they are required to pay, and is separate from the state or local occupation tax that would be collected for 'games of skill/mechanical amusement devices.'

FISCAL IMPACT:

Unknown at this time.



16. ORDINANCES ON SECOND READING

16.A. Ordinance No. 24-01 adopting the recodified Columbus City Code. (The city code is on file in the city clerk's office.)

ORDINANCE NO. 24-01

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO REVISE ALL ORDINANCES OF THE CITY OF COLUMBUS, NEBRASKA, HEREIN THEMED THE COLUMBUS CITY CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, cities are empowered and authorized to revise, amend, restate, codify, update, and compile any existing ordinances and all new ordinances not heretofore adopted or published and to incorporate such ordinances into one ordinance in book form; and

WHEREAS, the City desires to revise, restate, codify, update, and compile in book form, its city code in the format as described herein.

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

Section 1. The general ordinances of the City of Columbus, Nebraska, are hereby revised, restated, codified, updated, and compiled in book form and are hereby adopted as and shall be constituted as the “Columbus City Code” of the City of Columbus, Nebraska.

Section 2. Such Columbus City Code as adopted in Section 1 shall consist of the following titles:

**COLUMBUS, NEBRASKA
TABLE OF CONTENTS**

Chapter

TITLE I: GENERAL PROVISIONS

- 10. General Provisions
- 11. City Policies

TITLE III: ADMINISTRATION

- 30. Form of Government
- 31. City Officials
- 32. Organizations
- 33. Fire Department
- 34. Police Department

- 35. Personnel Policies
- 36. Elections
- 37. Purchasing Procedures

TITLE V: PUBLIC WORKS/ENVIRONMENTAL SERVICES

- 50. Solid Waste
- 51. Sewer
- 52. Water
- 53. Stormwater Pollution
- 54. Construction and Post-Construction Stormwater Management

TITLE VII: TRAFFIC CODE

- 70. General Provisions
- 71. Traffic Regulations
- 72. Stopping, Standing and Parking
- 73. Recreational Vehicles
- 74. Traffic Schedules
- 75. Parking Schedules

TITLE IX: GENERAL REGULATIONS

- 90. Animals
- 91. Fire Prevention and Protection
- 92. Nuisances
- 93. Alarm Systems
- 94. Streets and Sidewalks
- 95. Sexual Predator Residency Restrictions
- 96. Trees
- 97. Parks
- 98. Railroads

TITLE XI: BUSINESS REGULATIONS

- 110. General Regulations
- 111. Occupation and Lodging Tax
- 112. Alcohol Regulations
- 113. Hotels
- 114. Building Moving
- 115. Cable Television Franchise

TITLE XIII: GENERAL OFFENSES

- 130. General Offenses
- 131. Offensive Conduct

- 132. Minors; Curfew
- 133. Offenses Against Persons
- 134. Offenses Against Property
- 135. Offenses Against Public Administration and Authority

TITLE XV: LAND USAGE

- 150. Building Regulations
- 151. Unified Land Development
- 152. Subdivisions

PARALLEL REFERENCES

References to Nebraska Revised Statutes
References to Prior Code
References to Ordinances

INDEX

Section 3. The Columbus City Code contains all of the provisions of a general nature pertaining to the subjects enumerated and embraced in the Code. All prior ordinances pertaining to the subjects treated by the Columbus City Code are repealed, except as they are included and reordained in whole or in part of such code; provided, such repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this ordinance, nor shall such repeal affect the provisions of ordinances levying taxes, appropriating money, annexing or detaching territory, establishing franchise, or granting special right to certain persons, authorizing public improvements, authorizing the issuance of bonds or borrowing money, authorizing the purchase or sale of real or personal property, granting or accepting easements, plat or dedication of land to public use, vacating or setting boundaries of streets or other public places, nor shall such repeal affect any other ordinance of a temporary or special nature pertaining to subjects not contained or covered by the Columbus City Code.

Section 4. The Columbus City Code shall be in full force and effect and shall be presumptive evidence in all courts and places of the ordinances and all provisions, sections, penalties, and regulations therein contained and of the date of passage, approval, and publication, and that the same is properly signed, attested, recorded, and approved, and that any public hearings and notices thereof as required by law have been given.

Section 5. At least one copy of the Columbus City Code shall be on file in the office of the city clerk and available for inspection by members of the public during the hours the office is kept open for the ordinary transaction of business. The clerk shall file a copy of the Columbus City Code with the county court.

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. 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 offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City Clerk's Office
(402) 562-4224
Email: cclerk@columbusne.us
www.columbusne.us

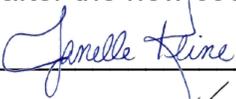
DATE: January 11, 2024
FROM: Janelle Kline, City Clerk
TO: Mayor and City Council
RE: Adoption of City Code

RECOMMENDATION:

I recommend approval of the adoption of the Columbus City Code.

DISCUSSION:

On April 18, 2023, Resolution No. R22-46 was adopted approving a proposal from American Legal Publishing for recodification of the city code. City department heads, City Administrator Tara Vasicek, and City Attorney Neal Valorz have spent many hours reviewing the city code to update terminology, staff titles, department names, transferring certain sections to appropriate placement in the code, and insuring that the code corresponds with state statute. Once the ordinance adopting the new city code goes into effect, the new code will be available on-line on the city's website. The Columbus Land Development Ordinance (adopted August 21, 2023) was adopted after the recodification cut-off deadline and will replace the Unified Land Development Ordinance that is currently included in the newly codified city code soon after the new code goes into effect.

By: 

Approved by: 



17. **ORDINANCES ON THIRD READING - None**
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda.**
19. **UNFINISHED BUSINESS - None**
20. **ADJOURNMENT**